

Oscar Leaser
Mayor

Tommy Gonzalez
City Manager



CITY COUNCIL
Peter Svarzbein, District 1
Alexsandra 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

AGENDA FOR THE REGULAR COUNCIL MEETING

December 07, 2021

COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY

9:00 AM

**THE LOCAL HEALTH AUTHORITY STRONGLY RECOMMENDS THE USE OF
MASKS IN ALL CITY FACILITIES AND INDOOR SPACES**

AND

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

December 6, 2021

9:00 AM

Teleconference phone number: 1-915-213-4096

Toll free number: 1-833-664-9267

Conference ID: 696-764-997#

Notice is hereby given that an Agenda Review Meeting will be conducted on December 6, 2021 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on December 7, 2021 at 9:00 A.M. Members of the public may view the meeting via the following means:

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

Via television on City15,

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

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

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

At the prompt please enter the corresponding Conference ID: 696-764-997#

**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

A quorum of City Council must participate in the meeting.

ROLL CALL

INVOCATION BY POLICE CHAPLAIN JOSEPH MARATTA

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

Ramon Benavidez Recognition Day

Jay J. Armes 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 Minutes of the Regular City Council Meeting of November 23, 2021, the Agenda Review Meeting of November 22, 2021 and the Work Session of November 22, 2021. [21-1365](#)

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. A Resolution to authorize the City Manager to sign a Crosswinds Entertainment District Ground Lease by and between the City of El Paso ("Lessor") and Anzures & Son, LLC ("Lessee") regarding the following described property: [21-1368](#)

All of Lot 15 and a portion of Lot 14, Block 5, El Paso International Airport Tracts, Replat of Unit 3, City of El Paso, El Paso County, Texas, more commonly referred to as 6631 Montana Avenue, El Paso, Texas.

The initial term of this lease is 40 years plus one (1) option of ten (10) years. The initial annual rent is \$44,279.21, which is based on 19,335.9 square feet at \$2.29 per square foot per annum.

District 3

Airport, Sam Rodriguez, (915) 212-7300

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

4. The linkage to the Strategic Plan is subsection: 4.2 - Create innovative recreational, educational and cultural programs. [21-1377](#)

That the Purchasing & Strategic Sourcing Director is authorized to notify Ace Government Services, LLC that the City is terminating Contract 2020-520 Water Parks Janitorial Service for convenience, pursuant to the provisions and requirements of the Purchase Order Terms and Conditions, and that the termination shall be effective as of December 7, 2021.

All Districts

Parks and Recreation, Ben Fyffe, (915) 212-1766

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

5. The linkage to the Strategic Plan is subsection: 4.2 - Create innovative recreational, educational and cultural programs. [21-1380](#)

That the Purchasing & Strategic Sourcing Director is authorized to notify Borrego Enterprises, Inc. that the City is terminating Contract 2020-546 Water Parks Concession for convenience, pursuant to the provisions and requirements of the Purchase Order Terms and Conditions, and that the termination shall be effective as of December 7, 2021.

All Districts

Parks and Recreation, Ben Fyffe, (915) 212-1766

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

CONSENT AGENDA - SPECIAL APPOINTMENTS:

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

6. A Resolution that the City of El Paso appoint Jackie York as a regular appointee to the Central Appraisal District Board of Directors. [21-1383](#)

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

7. A Resolution that the City of El Paso appoint Tanny Berg as a regular appointee to the Central Appraisal District Board of Directors. [21-1384](#)

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

CONSENT AGENDA - APPOINTMENTS:

Goal 3: Promote the Visual Image of El Paso

8. Jose L. Reyes to the City Plan Commission by Representative Henry Rivera, District 7. [21-1399](#)

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

9. Diana E. Origel-Gutierrez to the City Plan Commission by Representative Joe Molinar, District 4. [21-1400](#)

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

Goal 8: Nurture and Promote a Healthy, Sustainable Community

10. Camille Maldonado-Rivera to the City Accessibility Advisory Committee by Mayor Oscar Leeser. [21-1402](#)

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

CONSENT AGENDA - APPLICATION FOR TAX REFUND:

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

11. Tax Refund to Corelogic Tax Services, in the amount of \$2,813.98 made an overpayment on June 21, 2021 of 2019 taxes (Geo. # R220-000-0260-3500). [21-1375](#)

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.

All Districts

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

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

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

Environments

12. Discussion and action that the City of El Paso accepts the donation of funds of \$4,446.42 from the Ann Richards Legacy Project to pay for commemorative and inspirational banners throughout downtown El Paso.

[21-1385](#)

All Districts

Members of the City Council, Representative Aleksandra Anello, (915) 212-0002

REGULAR AGENDA - OPERATIONAL FOCUS UPDATE

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

13. Budget Update.

[21-1369](#)

All Districts

City Manager's Office, Robert Cortinas, (915) 212-1067

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: 696-764-997#

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

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

14. An Ordinance amending Title 15 (Public Services) of the El Paso City Code to add a new Chapter 15.24 (Acquisition, Use, and Disposition of City property) to authorize the establishment of policies and fees for the use, purchase, and disposition of City property.

[21-1382](#)

All Districts

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

PUBLIC HEARING WILL BE HELD ON DECEMBER 14, 2021

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

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

[21-1381](#)

Award Summary:

Discussion and action that the City Manager be authorized to sign a Contract for Cleaning Services by and between the City of El Paso, Workquest (formerly known as TIBH Industries, Inc.) and Professional Contract Services, Inc. for cleaning services at the El Paso International Airport Terminal, with a term from January 1, 2022 through December 31, 2024. This is a service requirement contract for an estimated amount of \$3,154,271.64 for the initial three year term with an option to extend the contract for two additional years for an estimated amount of \$2,262,893.40 for a total estimated amount of \$5,417,165.04.

Contract Variance:

The difference in cost is based on the comparison to the previous contract and is as follows: An increase of \$692,649 for the initial term, which represents a 28.14 % increase due to additional items being added to the scope of work.

Non-Competitive Service Requirement Contract
Contract No. 2022-0013

All Districts

Airport, Sam Rodriguez, (915) 212-0065

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

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

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

[21-1374](#)

Award Summary:

Discussion and action on the award of Solicitation 2021-1383 Fire Station 36 to Harrington Construction LLC dba HB Construction for an estimated award of \$7,399,000.00. This contract will allow the construction of the new Fire Station #36 to be located at 1960 Resler Drive.

Department: Capital Improvement
Award to: Harrington Construction LLC dba HB Construction
El Paso, TX
Item(s): All
Initial Term: 360 Consecutive Calendar Days
Base Bid I: \$7,399,000.00
Total Estimated Award: \$7,399,000.00
Account No.: 190 - 4820 - 29090 - 580270 - PCP20FDSTATIO36
Funding Source: Public Safety Bond
District(s): 1

This is a Competitive Sealed Proposal, lump sum contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Harrington Construction LLC dba HB Construction the highest ranked offeror.

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

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

District 1

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

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

[21-1376](#)

Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Siddons-Martin Emergency Group, LLC referencing Contract 2019-782 Pierce Proprietary Parts, Repair and Maintenance Training. This will be a change order to increase the contract by \$180,000.00 for a total amount not to exceed \$900,000.00 for the term of the contract. The change order increase will cover the volume needed for current operations.

Contract variance:

The cost for parts, repair and maintenance training remains the same as the original contract. There is no variance.

Department: Fire
Award to: Siddons-Martin Emergency Group, LLC.
Houston, TX
Total Estimated Award: \$180,000.00
Account No.: 322 - 22090 - 531180 - 1000 - P2216
Funding Source: General Fund - Vehicle Maintenance Supplies
District(s): All

This is a sole source contract.

All Districts

Fire, Chief Mario D'Agostino, (915) 212-5606
Purchasing and Strategic Sourcing, Bruce D. Collins, (915) 212-1181

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

18. The linkage to the Strategic Plan is subsection 7.5 - Set One Standard for Infrastructure across the City.

[21-1372](#)

Award Summary:

Discussion and action on the request that the Director of Purchasing & Strategic Sourcing Department be authorized to issue Purchase Order(s) to M-B Companies, Inc., the sole and authorized distributor for the 2022-0221 Striper Parts and Service, for a term of three (3) years for an estimated amount of \$150,000.00, with a stipulation that M-B Companies, Inc. provides an updated sole source letter and affidavit each year. This contract will allow the purchase of parts and service for the truck mounted thermoplastic striping equipment owned by the City.

Contract Variance:

N/A

Department: Streets and Maintenance
Vendor: M-B Companies, Inc.
Muncy, PA
Initial Term: 3 years
Annual Estimated Award: \$50,000.00
Total Estimated Award: \$150,000.00 (3 years)
Account No.: 532 - 3600 - 531210 - 37020 - P3701 (Parts)
532 - 3600 - 531250 - 37020 - P3701 (Service)
Funding Source: Internal Service Fund
District(s): All

This is a Sole Source contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to M-B Companies, Inc., the sole and authorized distributor.

All Districts

19. 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 2021-1037 Rojas Drive Widening to J.A.R. CONCRETE, INC. DBA JAR CONSTRUCTION, INC. for an estimated award of \$8,312,690.32. This project consists of the widening of existing Rojas Dr. from a four-lane roadway to a six - lane divided facility new construction of asphalt and concrete pavement, medians, illumination, signing and striping, shared use path, traffic signalization, landscaping, drainage improvements and ADA compliant facilities.

Department: Capital Improvement
Award to: J.A.R. CONCRETE, INC. DBA JAR CONSTRUCTION, INC.
El Paso, TX
Item(s): All
Initial Term: 337 Standard Work Week Days
Base Bid I: \$7,600,409.82
Base Bid II: \$712,280.50
Total Estimated Award: \$8,312,690.32
Funding Source: Federal Highway Administration, 2011 Certificates of
Obligation and 2018 Certificates of Obligation
Accounts: 190-4950-38170-580270-PCP20TRAN05
190-4741-38290-580270- PCP20TRAN05
190-4530-28330-580270-PCP20TRAN05
190-4970-38230-580270-PCP20TRAN05
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 J.A.R. CONCRETE, INC. DBA JAR CONSTRUCTION, INC., the lowest responsive and responsible bidder.

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

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

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

District 6

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

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

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

20. An Ordinance authorizing the City Manager to sign an Offer To Sell, a Deed and any other documents necessary to convey 59.022 acres of land more or less, being described as Tract 1A, Section 16, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas to the United States of America, Department of the Army. [21-1349](#)

District 4

El Paso Water, James W. Wolff, (915) 594-5511

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

21. An Ordinance amending Title 5 (Business Licenses and Permit Regulations) to create Chapter 5.18 (Convenience Store Regulation) and Subsections thereunder in the El Paso City Code relating to the registration of and safety and prevention requirements for convenience stores within City of El Paso; the penalty as provided in Section 5.18.080 of the El Paso City Code. [21-1310](#)

All Districts

Police, Assistant Chief Victor Zarur, (915) 212-4307

22. An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.04 (General provisions and definitions), Section 12.04.040 (Bicycle) of the City Code, to amend, in its entirety, the definition of "Bicycle". [21-1329](#)

All Districts

Streets and Maintenance, Alfredo Austin, (915) 212-0118

Goal 3: Promote the Visual Image of El Paso

23. An Ordinance granting Special Permit No. PZST21-00012, to allow for a television and radio broadcasting antennae on the property described as a portion of Lot 1, Block 2, Pellicano Commercial Unit Three, 12285 Pellicano Drive, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.700 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code. [21-1269](#)

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: 12285 Pellicano Drive
Applicant: Montoya Oak Business Park, LP

PZST21-00012

District 6

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

24. An Ordinance changing the zoning of Tract 8C, Section 29, Block 80, TSP 1, Texas And Pacific RR Company Surveys, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to C-4 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[21-1270](#)

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: Generally located East of Dyer Street and North of Sean Haggerty Drive/Angora Loop Avenue
Applicant: Sitework Engineering c/o Jorge Garcia, PZRZ21-00022

District 4

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

25. An Ordinance vacating a portion of City Right-of-Way over a portion of San Jose Street, Highland Park Addition Amended Map, City of El Paso, El Paso County, Texas.

[21-1314](#)

Subject Property: East of Cotton St. and North of Murchison Dr.
Applicant: Scenic View Townhomes LLC, Patricia Mendoza and City of El Paso, SURW20-00004

District 2

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

26. An Ordinance renewing and extending the Special Privilege License granted to Western Refining Company LLC (F/K/A Western Refining Company L.P) by Ordinance No. 16272 to encroach onto portions of City Rights-of-Way within Trowbridge Drive, Marathon Street and North Loop Drive; and an Ordinance granting a Special Privilege to Western Refining Company LLC to permit the construction and installation, maintenance and operation of various multi-product pipelines and utility lines along portions of City Right-of-Way at Trowbridge Drive, Marathon Street and to allow the construction and encroachment of an overhead bridge across a portion of public right-of-way along Trowbridge Drive for a term of fifteen years with one (1) renewable fifteen year term.

[21-1317](#)

Subject Property: 6500 Trowbridge
Applicant: Western Refining Company LLC, NESV2020-00003

District 3

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

27. An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules) Section 12.88.030 (Schedule III - Parking prohibited at all times on certain streets) of the City Code to prohibit parking on portions of Piedras Street; the penalty being provided in Chapter 12.84 of the City Code. [21-1328](#)

District 2

Streets and Maintenance, Hannah Adele Allen, (915) 212-0118

REGULAR AGENDA - OTHER BUSINESS:

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

28. Discussion and action that the Director of Purchasing and Strategic Sourcing Department is authorized to specify the wage rates attached to the Resolution as Exhibit A for each craft or type of workers for Building Construction Trades in the call for bids for any public works contract and in the contract itself. The City Engineer, be authorized to clarify the definitions of work performed by each craft or type of worker attached to the Resolution as Exhibit B, if necessary; and that the wage rates are effective December 7, 2021. [21-1367](#)

All Districts

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

Goal 8: Nurture and Promote a Healthy, Sustainable Community

29. Discussion and action on a Resolution to approve a 14th amendment to the City's 2019-2020 (45th Year) Annual Action Plan for the Community Development Block Grant-Coronavirus (CDBG-CV) to: [21-1371](#)
- a. Delete the Financial Counseling and Bankability project (\$137,500 CDBG-CV);
 - b. Delete the United Way Family Resilience Center project (\$30,000 CDBG-CV); and
 - c. Add \$167,500 in CDBG-CV to create a Homeless Youth Outreach and Case Management Project, operated by El Paso Center for Children.

All Districts

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

EXECUTIVE SESSION

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

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

ADJOURN

NOTICE TO THE PUBLIC:

Sign Language interpreters are provided for regular City Council meetings. If you need Spanish Interpreter 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/>



Legislation Text

File #: 21-1365, **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 Minutes of the Regular City Council Meeting of November 23, 2021, the Agenda Review Meeting of November 22, 2021 and the Work Session of November 22, 2021.

OSCAR LEESER
MAYOR

TOMMY GONZALEZ
CITY MANAGER



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

**AGENDA REVIEW MINUTES
COUNCIL CHAMBERS AND VIRTUALLY
CITY HALL, 300 N. CAMPBELL
November 22, 2021
9:00 A.M.**

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The City Council met at the above place and date. Meeting was called to order at 9:02 a.m. Mayor Oscar Leeser present and presiding and the following Council Members answered roll call: Peter Svarzbein, Joe Molinar, Isabel Salcido, Henry Rivera, and Cissy Lizarraga. Alexsandra Anello participated via videoconference. Late arrivals: Claudia Rodriguez at 9:05 a.m. and Cassandra Hernandez at 9:06 a.m.

The agenda items for the November 23, 2021 Regular City Council and Mass Transit Board meetings were reviewed.

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12. CONSENT AGENDA – RESOLUTIONS

That the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for HSIP-F24-Hercules Avenue Safety Lights (Dyer | Railroad) project, which has an estimated total project cost of \$679,744.00 of which the estimated local government participation amount is estimated at \$75,283.00. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

Representative Molinar commented.

Ms. Yvette Hernandez, Capital Improvement Department Grant Funded Programs Director, commented.

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31. REGULAR AGENDA – FIRST READING OF ORDINANCES

An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules) Section 12.88.030 (Schedule III - Parking prohibited at all times on certain streets) of the City Code to prohibit parking on portions of Piedras Street; the penalty being provided in Chapter 12.84 of the City Code.

Representative Rivera questioned the following City staff member:

- Ms. Hannah Allen, Traffic Engineering Associate for Streets and Maintenance

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43. REGULAR AGENDA – OTHER BUSINESS

Discussion and action on a Resolution to approve a 13th amendment to the City's 2019-2020 (45th Year) Annual Action Plan for the Community Development Block Grant-Coronavirus Phase 3 (CDBG-CVIII) to:

- a. Add \$1,530,181 in CDBG-CVIII funds to supplement the Inspira Hotel Emergency Shelter Project, operated by Endeavors.

Representatives Svarzbein, Hernandez, and Rivera questioned the following City staff member:

- Mr. Mark Weber, Program Manager for Community and Human Development.

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Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously carried to **ADJOURN** this meeting at 9:25 a.m.

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

NAYS: None

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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

November 23, 2021
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:00 AM

ROLL CALL

The City Council of the City of El Paso met on the above time and date. Meeting was called to order at 9:03 a.m. Mayor Oscar Leeson 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. Alessandra Anello participated via videoconference. Early departure: Mayor Leeson at 11:33 a.m.

INVOCATION

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

Ralph Cloud Day

Buy El Paso Day

NOTICE TO THE PUBLIC

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

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

NAYS: None

CONSENT AGENDA - APPROVAL OF MINUTES:

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

1. *Motion made, seconded, and unanimously carried to **APPROVE** the Minutes of the Regular City Council Meeting of November 9, 2021, the Agenda Review Meeting of November 8, 2021, and the Work Session of November 8, 2021.

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

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

NO ACTION was taken on this item

.....
CONSENT AGENDA - RESOLUTIONS:
.....

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

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

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

That the City Manager, or designee, is authorized to dedicate for use of the public as public right-of-way the following property: a 0.0483 acre portion of Lots 14 and 15, Block 5, El Paso International Airport Tracts Replat of Unit 3, as filed in Volume 28, Page 46, El Paso County Plat Records more commonly known as a portion of 6631 Montana Avenue.

Further, the City Manager, or designee, is authorized to execute a dedication deed and to record such deed in the El Paso County records.

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

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

That the City Manager is authorized to execute a License Agreement between the City of El Paso (41City") and Tikal Group, LLC, a Texas limited liability company (.. Licensee"), to allow Licensee to locate newsracks to dispense Licensee's newspaper in three areas of the El Paso International Airport, for a term of two years, in exchange for Licensee providing in-kind services equaling the value of the space and the License fee (\$15,000.00 annually), pursuant to the City's "In-Kind Services in Lieu of License Fees Payment", approved by the Director of Aviation on July 5, 2021.

-
5. ***R E S O L U T I O N**

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

That the City Manager be authorized to sign an Office Space Rental Agreement by and between the City of El Paso {"Lessor") and ABM Aviation, Inc. {"Lessee") to lease office space totaling 284 square feet in the El Paso International Airport Terminal Building, located at 670 I Convair, El Paso, El Paso County, Texas, at \$43.60 per square foot per year, or as defined by the City budget resolution for the applicable space, for a term of three years, with an option to extend the Agreement for two additional one-year terms.

6.

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

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

THAT the City Manager is authorized to sign a Concession License Agreement between the City of El Paso ("City") and SWYFT ("Concessionaire") to allow Concessionaire to operate automated retail machines at the El Paso International Airport, with Concessionaire's payment to the City being the greater of an amount based on the square footage of the concession site or a percentage of the revenues derived from the automated retail machines, for a one year term, with an option to renew the Agreement for four additional one-year terms.

7.

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

THAT the City Manager be authorized to sign the Consent to Assignment of Contract No. 2015-002R Vehicle Rental Concessionaire by and between the City of El Paso, Budget Rent a Car System, Inc. ("Assignee") and Budget Rent a Car of El Paso, Inc. D/B/A Budget Rent A Car of El Paso ("Assignor").

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

8.

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

WHEREAS, the City of El Paso ("City") is eligible to apply for the Texas Office of the Governor, Public Safety Office FY2022 Enhancement of Special Operations Teams Capabilities Grant; and

WHEREAS, the City's Fire Department seeks to enhance its specialized teams capabilities to respond and protect the El Paso community and its sister city along the U.S./Mexico border from the consequences of all hazards, both natural and man-made; and

WHEREAS, there is a need to purchase and replace equipment that support the City's Fire Department's Special Response Teams (HazMat, ComSar, Water Rescue, Special Rescue 11 & Small Unmanned Aircraft Systems ("SUAS")); and

WHEREAS, the Grant requires no matching funds by the City; and

WHEREAS, the Enhancement of Special Operations Teams Capabilities Grant will assist the City's Fire Department Special Operations Response Teams protect the residents along the U.S./Mexico border.

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

1. That the City Manager or designee is authorized to submit the FY2022 Enhancement of Special Operations Teams Capabilities grant application for the project entitled "Enhancement of Special Operations Teams Capabilities" through the Texas Office of the Governor, Public Safety Office and all related documents, including but not limited

to, authorization of budget transfers, and/or revisions to the operations plan, and to accept, reject, amend, correct, extend and/or terminate the grant, in the amount of \$90,239.49, for the period from February 1, 2022 through January 31, 2023, for the City's Fire Department Special Response Teams to purchase necessary equipment intended to sustain and enhance current response capabilities locally and regionally on the border; and

2. That the City shall provide all applicable matching funds for said grant if applicable; and

3. That in the event of loss or misuse of the Office of the Governor's grant funds, the City assures that the funds will be returned to the Office of the Governor in full.

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

9.

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

A RESOLUTION APPROVING A DETAILED SITE DEVELOPMENT PLAN FOR A PORTION OF LOT 1, BLOCK 2, MESA HILLS WEST , CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.04.150. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, NU ASA LLC, (the "Owner") has applied for approval of a detailed site development plan which requires City Plan Commission and City Council approval as per SECTION 20.04.150. The detailed site development plan is subject to the development standards in the C-1/SC (COMMERCIAL/SPECIAL CONTRACT) District regulations and subject to the approved Detailed Site Development Plan signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as Exhibit "B"*** and is incorporated herein by reference for all purposes; and,

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

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

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

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

1. Pursuant to requirements, the City Council hereby approves the detailed site development plan submitted by the Applicant, to allow a retail building as required under the C-1/SC (Commercial/special contract) District as per Section 20.04.150, on the following described property which is located in a C-1/SC (Commercial/special contract) District:

*A Portion of Lot 1, Block 2, Mesa Hills West, City of El Paso, El Paso County, Texas, and as more particularly described on the attached Exhibit "A"***.*

2. A copy of the approved detailed site development plan, signed by the Applicant, the City Manager and the Secretary of the City Plan Commission, is attached hereto, as Exhibit "B" and incorporated herein by reference.
3. All construction and development on the property shall be done in accordance with the approved detailed site development plan and the development standards applicable in the C-1/SC (Commercial/special contract) District regulations.
4. The Applicant shall sign an agreement to develop the property and to perform all construction thereon in accordance with the approved detailed site development plan and the standards applicable in the C-1/SC (Commercial/special contract) District. Such agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary of the City Plan Commission before building permits are issued.
5. This approval shall be void if construction on the property is not started in accordance with the approved detailed site development plan within four (4) years from the date hereof.

**Exhibits available in the City Clerk's Office.

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

10.

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

WHEREAS, the El Paso Museum of Art Foundation ("Foundation") has proposed to commission a light sculpture installation *Star Ceiling* ("the Sculpture") by El Paso artist Leo Villareal, a site specific installation on the El Paso Museum of Art's ("Museum") south entrance plaza that encourages connection, communication and community;

WHEREAS, the Foundation, in support of the Museum pledges and promises to exercise its reasonable best efforts to raise funds sufficient to (i) provide finances to renovate the south entrance plaza (the South Plaza) to the Museum, (ii) construct and finance the installation of the Sculpture on the South Plaza, which will be designed and built by Leo Villareal, and (iii) permanently maintain the Sculpture (collectively, the Project);

WHEREAS, the Project is generally shown and described in the proposal attached hereto as Exhibit A**;

WHEREAS, upon completion of the Sculpture, the Foundation will donate it to the Museum;

WHEREAS, the Foundation will establish a permanent fund with the Paso del Norte Community Foundation entitled the "Star Ceiling Fund" ("the Fund") and all donations to the Fund will be used to pay for and support the Project;

WHEREAS, the Foundation plans to commence fundraising for the Project in November, 2021;

WHEREAS, subject to formalizing the mutually acceptable gift agreement and a successful fundraising campaign, the Foundation intends to commence the South Plaza renovation and Sculpture construction on a date agreed on in a subsequent agreement; and

WHEREAS, City Council wishes to accept this donation, which will be a cultural and recreational benefit to the residents and visitors of El Paso.

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

That the City of El Paso will exercise reasonable best efforts to enter into a formal gift agreement with the Foundation memorializing the parties respective rights and obligations relating to the Project, contingent upon the Foundation raising adequate funds for its completion.

**Exhibit available in the City Clerk's Office.

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

11. *RESOLUTION

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

That the Guidelines for the City Employees Charitable Campaign be adopted, designating the United Way of El Paso County as the Local Campaign Manager, and designating the City's Human Resources Director or designee to act as the liaison to work with the Local Campaign Manager in the administration of the campaign.

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

12. *RESOLUTION

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

THAT the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for HSIP-F24-Hercules Avenue Safety Lights (Dyer | Railroad) project, which has an estimated total project cost of \$679,744.00 of which the estimated local government participation amount is estimated at \$75,283.00. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

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CONSENT AGENDA – BOARD RE-APPOINTMENTS:
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Goal 4: Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments
.....

13. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Anne M. Giangiulio to the Museums and Cultural Affairs Advisory Board by Representative Alessandra Anello, District 2.
14. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Anna Alemán to the Parks and Recreation Advisory Board by Representative Alessandra Anello, District 2.
15. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Laura Valdez to the Museums and Cultural Affairs Advisory Board by Representative Alessandra Anello, District 2.

CONSENT AGENDA – BOARD APPOINTMENTS:

Goal 3: Promote the Visual Image of El Paso

16. *Motion made, seconded, and unanimously carried to **APPOINT** Robert D. Garland III to the Building and Standards Commission by Representative Alessandra Anello, District 2.

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

17. *Motion made, seconded, and unanimously carried to **APPOINT** Edward Escudero to the Public Service Board Selection Committee by Representative Alessandra Anello, District 2.

CONSENT AGENDA – NOTICE FOR NOTATION:

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

18. * Motion made, seconded, and unanimously carried **ACCEPT** the donation of \$5,000 from Sierra Machinery to go towards holiday events and initiatives in District 3, to include turkeys for families in need during Thanksgiving and Christmas gifts and grocery gift cards for a less fortunate neighborhood in the district.

CONSENT AGENDA – REQUESTS TO ISSUE PURCHASE ORDERS:

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

19. *Motion made, seconded, and unanimously carried to **AUTHORIZE** the Director of Purchasing & Strategic Sourcing to issue a Purchase Order to ProDIGIQ, Inc. referencing Contract 2016-009R Airport Lease Management. This will be a change order to increase the contract by \$46,334.87 for a not to exceed total contract amount of \$350,234.34. This award will ensure the airport meets the reporting requirements under GASB 87.

Department: El Paso International Airport
Award to: ProDIGIQ, Inc.
Calabasas, CA
Total Estimated Amount: \$46,334.87
Account No.: 562-522020-62030-3000

Funding Source: Airport Operations Fund
District(s): All

CONSENT AGENDA – BEST VALUE PROCUREMENTS:

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

20. *Motion made, seconded, and unanimously carried to **AWARD** Solicitation of 2021-1389 Parks Permanent Restrooms Cleaning Services to Ace Government Services, LLC for a three (3) year initial term estimated amount of \$279,240.00. The award also includes a two (2) year option for an estimated amount of \$186,160.00. 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 \$465,400.00. This contract will provide restroom cleaning at City park sites.

Contract Variance:

The difference in price, based on comparison to the previous contract is as follows: A decrease of \$238,618.39 for the initial term, which represents a -46.08% decrease due to decrease in pricing.

Department: Streets and Maintenance
Vendor: Ace Government Services, LLC
El Paso, TX
Item(s): All
Initial Term: 3 years
Option to Extend: 2 years
Annual Estimated Award: \$93,080.00
Initial Term Estimated Award: \$279,240.00 (3 years)
Total Estimated Award: \$465,400.00 (5 years)
Account No.: 451-1000-522060-51295-P5120
Funding Source: General Fund
District(s): All

This is a Best Value contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Ace Government Services, 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.

REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL

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

21. **ITEM:** Discussion and action to direct the City Manager to have City staff review the Neighborhood Traffic Management Program (NTMP) on speed cushion requirements such as; the Tier 1 process which consists of the study, implementation and monitoring for
- REGULAR CITY COUNCIL MEETING MINUTES NOVEMBER 23, 2021 8

residential and collector streets; and to have City staff review and/or update the process to allow for a less stringent manner in which neighborhoods may qualify for street cushions by modifying Section 3, Subsection D of eligibility criteria from 15% to 10% of vehicles meeting or exceeding 5 miles per hour over the posted speed limit; and to allow constituents whom are affected by vehicular accidents to their properties be able to request street cushions without the need of going through this process by providing proper documentation of such.

Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga commented.

The following City staff members commented:

- Mr. Richard Bristol, Streets and Maintenance Director
- Mr. Tommy Gonzalez, City Manager
- Ms. Olivia Montalvo, Streets and Maintenance Lead Planner
- Mr. Robert Cortinas, Chief Financial Officer

Ms. Lorena Castaneda, citizen, commented.

1ST MOTION

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Rodriguez, and unanimously carried to **AMEND** the motion by adding "To also include research on establishing public/private partnerships for example by neighborhoods, communities, and neighborhood associations for expediting the installation of speed cushions that follows City approved policy and processes".

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

NAYS: None

2ND AND FINAL MOTION

Motion made by Representative Rodriguez, seconded by Representative Salcido, and unanimously carried to **DIRECT** the City Manager to have City staff review the Neighborhood Traffic Management Program (NTMP) on speed cushion requirements such as; the Tier 1 process which consists of the study, implementation and monitoring for residential and collector streets; and to have City staff review and/or update the process to allow for a less stringent manner in which neighborhoods may qualify for street cushions by modifying Section 3, Subsection D of eligibility criteria from 15% to 10% of vehicles meeting or exceeding 5 miles per hour over the posted speed limit; and to allow constituents whom are affected by vehicular accidents to their properties be able to request street cushions without the need of going through this process by providing proper documentation of such to also include research on establishing public/private partnerships for example by neighborhoods, communities, and neighborhood associations for expediting the installation of speed cushions that follows City approved policy and processes.

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

NAYS: None

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

22. **ITEM:** Discussion and action to direct the City Manager to return to Council within 30 days with a timeline for acquisition of open space land adjacent to the Police Department / Fire Training facility in Northeast El Paso, and to identify funding sources and a timeline for a conservation easement of that open space land.

Representatives Svarzbein and Annello commented.

The following members of the public commented:

1. Ms. Sharon Bonart
2. Mr. Rick Bonart

1ST MOTION

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Molinar, and unanimously carried to **AMEND** the item to replace the words "30 days" with "60 days".

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Rodriguez

2ND AND FINAL MOTION

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Molinar, and unanimously carried to **DIRECT** the City Manager to return to Council within 60 days with a timeline for acquisition of open space land adjacent to the Police Department / Fire Training facility in Northeast El Paso, and to identify funding sources and a timeline for a conservation easement of that open space land.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Rodriguez

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

23. **RESOLUTION**

WHEREAS, the City of El Paso strives to foster an environment that is conducive to nurturing our youth; and

WHEREAS, "bullying" and "cyberbullying" of youth are harmful social phenomena that transcend school and student settings; and

WHEREAS, recognizing definitions of "bullying" and "cyberbullying" that transcends school and student settings promotes greater recognition and prevention of harm to youth; and

WHEREAS, there are currently limited definitions of “bullying” and “cyberbullying” for acts outside a school or student setting; and

WHEREAS, a semantic definition of “bullying” and “cyberbullying” is a workable solution to make protection of children outside a school and student setting an objective of a code of conduct.

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

- 1) That when the definitions of “Bullying” and “Cyberbullying” fall outside the definitions of Texas Education Code Section 37.0832, the City of El Paso may adopt for semantic purposes a revised definition of bullying and cyberbullying of a child or children outside a school or student setting, as follows:

A “child” is an unemancipated person younger than seventeen years of age; and

“Bullying” means a single significant act or a pattern of acts by one or more persons, directed at a child, that exploits an imbalance of power; and that

- i. has the effect or will have the effect of physically harming a child; and/or
- ii. is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive environment for a child; and/or
- iii. discloses private information about a child that may be detrimental to the child’s safety or wellbeing; and/or
- iv. infringes on the rights of a child;

and in the more narrow case of “cyberbullying” involves engaging in such conduct through electronic means.

- 2) And that this Resolution be appended for reference to the Code of Conduct for the El Paso City Council and all other elected officials and board members, along with the following Anti-Bullying Statement:

The bullying or cyberbullying of a child or children as defined in this Resolution, is unacceptable conduct for Elected or Appointed Officials within the City of El Paso organization.

Representatives Svarzbein, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga commented.

The following City staff members commented:

- Ms. Karla Nieman, City Attorney
- Mr. Cary Westin, Senior Deputy City Manager

Ms. Maurine Molak, citizen, commented.

1ST MOTION

Motion made by Representative Hernandez, seconded by Representative Lizarraga, and unanimously carried to **AMEND** the Resolution by striking out the words “or of any person,” and to **DIRECT** the City Attorney and City Manager to bring back the amended Code of Conduct.

2ND AND FINAL MOTION

Motion made by Representative Lizarraga, seconded by Representative Hernandez, and unanimously carried to **APPROVE** the Resolution as Revised and to **DIRECT** the City Attorney and City Manager to bring back the amended Code of Conduct.

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

NAYS: None

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Goal 6: Set the Standard for Sound Governance and Fiscal Management
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- 24. ITEM:** Update, discussion, and action on the comprehensive constituent request system development timeline and implementation deadlines.

Ms. Carolyn Patrick, Information Technology Assistant Director, presented a PowerPoint presentation (copy on file in the City Clerk’s Office).

Representatives Annello, and Rodriguez commented.

The following City staff members commented:

- Mr. Robert Cortinas, Chief Financial Officer
- Mr. Tommy Gonzalez, City Manager

Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Salcido, and unanimously carried to **APPROVE** the comprehensive constituent request system development timeline and implementation deadlines presented by staff.

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

NAYS: None

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The Regular City Council meeting was **RECESSED** at 11:33 a.m.

The Regular City Council meeting was **RECONVENED** at 12:07 p.m.
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REGULAR AGENDA – OTHER BUSINESS
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Goal 6: Set the Standard for Sound Governance and Fiscal Management
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- 25. RESOLUTION**
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WHEREAS, the City Council adopted the Budget Policies on March 3, 2020 to approve the budget stabilization fund.

WHEREAS, the stabilization fund was established as a reserve of surplus revenues to be used with the purpose of 1) minimizing future tax rate impact, 2) protecting against raising charges for services and fees and 3) providing available funding for specific circumstances as needed to maintain the same levels of service.

WHEREAS, the stabilization fund serves as a source of financial support for the City's budget in times of slow or declining revenue growth, as a safeguard to continue funding priorities included in the strategic plan, and as the primary source of protection against having to make drastic cuts in City services in periods of economic downturns; and

WHEREAS, there was a surplus in revenues of \$29,946,829 from FY 2021 which City Council will establish appropriations in the FY 2022 budget for the one-time lump sum payments and expenses related to recent and future storm impacts.

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

1. **THAT** the City Manager or his designee is authorized to allocate \$24,946,829 to the Budget Stabilization Fund;

2. **THAT** the City Manager or his designee is authorized to allocate \$7,000,000 from the budget stabilization fund for the following use:

a. **THAT** the City Manager is authorized to approve the use of \$3,500,000 for a one-time lump sum payment for employees' continued service from the date of this resolution through December 3, 2021 by employees who have not submitted a notice of resignation or been terminated for any reason, as follows:

- A \$500 one-time lump sum payment to Full Time Employees.
- A \$250 one-time lump sum payment to Part-Time Employees.

Employees must be employed as of November 21, 2021, and remain in active status until December 3, 2021. The one-time lump-sum payment shall be reflected in the December 3, 2021 paycheck and be paid in accordance with the process established by the City's Human Resources Department. The one-time lump sum payment shall be subject to the availability of funds and other management factors as determined by the City Manager.

b. **THAT** the City Manager is authorized to approve the use of \$3,500,000 to be allocated to streets, infrastructure, and facility repairs as a result of recent and future storm impacts.

3. **THAT** the City Council hereby approves the reallocation of funds from the budget stabilization fund to reflect the above expenditures.

4.**THAT**, the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for such purpose.

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

Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, and Rivera commented.

Mr. Tommy Gonzalez, City Manager, commented.

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

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

NAYS: None

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The Regular City Council meeting was **RECESSED** at 1:41 p.m. in order to convene the Mass Transit Department Board Meeting.

The Regular City Council meeting was **RECONVENED** at 1:43 p.m.

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CALL TO THE PUBLIC – PUBLIC COMMENT:
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The following members of the public commented:

1. Mr. Ron Comeau
2. Ms. Loretta Hyde
3. Mr. Joseph F. Acosta
4. Ms. Kristen Ortega
5. Mr. Mario Izquierdo
6. Ms. Wally Cech
7. Ms. Sabrina Soto
8. Mr. Michael Castro
9. Mr. Adam Daniel Lopez

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REGULAR AGENDA – FIRST READING OF ORDINANCES:
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Motion made by Representative Rivera, seconded by Representative Svarzbein, 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.

Representative Hernandez commented.

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

NAYS: None
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Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development

26. An Ordinance authorizing the City Manager to sign an Offer To Sell, a Deed and any other documents necessary to convey 59.022 acres of land more or less, being described as Tract 1A, Section 16, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas to the United States of America, Department of the Army.

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

27. An Ordinance amending Title 5 (Business Licenses and Permit Regulations) to create Chapter 5.18 (Convenience Store Regulation) and Subsections thereunder in the El Paso City Code relating to the registration of and safety and prevention requirements for convenience stores within City of El Paso; the penalty as provided in Section 5.18.080 of the El Paso City Code.
28. An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.04 (General provisions and definitions), Section 12.04.040 (Bicycle) of the City Code, to amend, in its entirety, the definition of "Bicycle".

Goal 3: Promote the Visual Image of El Paso

29. An Ordinance vacating a portion of City Right-of-Way over a portion of San Jose Street, Highland Park Addition Amended Map, City of El Paso, El Paso County, Texas.

Subject Property: East of Cotton St. and North of Murchison Dr.
Applicant: Scenic View Townhomes LLC, Patricia Mendoza and City of El Paso,
SURW20-00004

30. An Ordinance renewing and extending the Special Privilege License granted to Western Refining Company LLC (F/K/A Western Refining Company L.P) by Ordinance No. 16272 to encroach onto portions of City Rights-of-Way within Trowbridge Drive, Marathon Street and North Loop Drive; and an Ordinance granting a Special Privilege to Western Refining Company LLC to permit the construction and installation, maintenance and operation of various multi-product pipelines and utility lines along portions of City Right-of-Way at Trowbridge Drive, Marathon Street and to allow the construction and encroachment of an overhead bridge across a portion of public right-of-way along Trowbridge Drive for a term of fifteen years with one (1) renewable fifteen year term.

Subject Property: 6500 Trowbridge
Applicant: Western Refining Company LLC, NESV2020-00003

31. An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules) Section 12.88.030 (Schedule III - Parking prohibited at all times on certain streets) of the City Code to prohibit parking on portions of Piedras Street; the penalty being provided in Chapter 12.84 of the City Code.

PUBLIC HEARING WILL BE HELD ON DECEMBER 7, 2021 FOR ITEMS 26 THROUGH 31

32. An Ordinance changing the zoning for the property described as Parcel 1: a portion of Tracts 5 and 6, N/K/A Tracts 5A5 and 6, Section 15, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, 12100 Dyer Street, City of El Paso, El Paso County, Texas from R-F (Ranch-Farm) to R-5 (Residential) and Parcel 2: a portion of Section 15, N/K/A Tract 7A, Section 15, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, 12100 Dyer Street, City of El Paso, El Paso County, Texas from M-1 (Light Manufacturing) to C-4 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 12100 Dyer St.

Applicant: Joseph J. and George J. Ayoub, PZRZ21-00016

PUBLIC HEARING WILL BE HELD ON DECEMBER 14, 2021

REGULAR AGENDA – OTHER BUSINESS / BIDS, CONTRACTS, PROCUREMENTS

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

33. Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Molinar, and unanimously carried to **AWARD** Solicitation 2022-0080 Reconstruction of Taxiways J & K2 (Re-Bid) to Jordan Foster Construction, LLC for an estimated award of \$5,617,975.00. The project consists of pavement improvements that will bring the taxiway geometry at the north cargo buildings into compliance with current FAA design standards. Taxiway K2 will be reconstructed and a new Taxiway J9 will be constructed to replace aging pavement and conform with current FAA requirements.

Department:	Aviation
Award to:	Jordan Foster Construction, LLC
	El Paso, TX
Item(s):	Base Bid
Initial Term:	220 Consecutive Calendar Days
Base Bid:	\$5,617,975.00
Total Estimated Award:	\$5,617,975.00
Funding Source:	Federal Aviation Administration and Airport Enterprise
Account:	562-3010-62330-580170-G62A204003
	562-3080-62330-580170-G62A204003
District(s):	All

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Aviation Departments recommend award as indicated to Jordan Foster Construction, 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..

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

NAYS: None

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

34.

R E S O L U T I O N

WHEREAS, on February 5, 2013 the City Council approved the "2012 Quality of Life Bond Proposed 3 Year Roll-out Plan" which included the Alligator Exhibit, African Bird Indoor Holding, Komodo Dragon Exhibit, and the Penguins Exhibit; and

WHEREAS, pursuant to the paragraph 8 of Budget Resolution for FY2022, the City Manager or designee is authorized to increase or decrease the budget for up to \$1,000,000.00 for any capital projects within a Capital Improvement Program (CIP) approved by the City Council; and

WHEREAS, the City desires to reallocate funds allocated to the following projects: Alligator Exhibit, the African Bird Indoor Holding, and the Komodo Dragon Exhibit; and

WHEREAS, the funds will be reallocated to the Penguins Exhibit.

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

That the City Manager, or designee, be authorized to reallocate funds from the projects identified in Exhibit A** of this Resolution to the Penguins Exhibit as shown in Exhibit A of this Resolution, for a total reallocation of funds in the amount of \$1,500,000; and that the City Manager, or designee, be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary.

Representative Svarzbein commented.

Mr. Gerald DeMuro, Capital Improvement Assistant Director, commented.

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

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga
NAYS: None

**Exhibit available in the City Clerk's Office.

-
35. Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Salcido, and unanimously carried to **AWARD** Solicitation 2021-1422 Penguin Exhibit & SAP Restrooms (Re-Bid) to AZTEC CONTRACTORS, INC. for an estimated award of \$5,249,393.00. The Penguin exhibit will house Madagascar South America Penguins. The exhibit will include a fresh water exhibit pool, nests for penguin breeding, a quarantine and nursery pool, office space, beach area for the penguins, personal encounter space for guests and penguins, and stadium seating for guest shows. The SAP (South American Pavilion) Restrooms are new restrooms that will provide men and women restrooms, family restroom, and a nursing area room in the Americas section.

Department:	Capital Improvement
Award to:	AZTEC CONTRACTORS, INC. El Paso, TX
Item(s):	All
Initial Term:	450 Consecutive Calendar Days
Base Bid I:	\$4,630,393.00
Additive Alternate I:	\$ 5,000.00
Additive Alternate II:	\$ 12,000.00
Base Bid II:	\$ 603,000.00
Additive Alternate III:	\$ -1,000.00
Total Estimated Award:	\$5,249,393.00
Account No.:	452 - 4800 - 29010 - 580270 - PCP13ZOOA07 452 - 4800 - 29010 - 580270 - PCP13ZOOD04
Funding Source:	2012 Quality of Life Bond
District(s):	8

This is a Competitive Sealed Proposal, lump sum contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to AZTEC CONTRACTORS, INC. the highest ranked offeror.

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.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga
NAYS: None

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

36. Motion made by Representative Rivera seconded by Representative Rodriguez, and unanimously carried to **AWARD** Solicitation 2021-0989 Playa Drain Trail Phase II to TAO INDUSTRIES INC., dba HAWK Construction for an estimated award of \$435,247.43. This project consists of construction of a new pedestrian trail, including trail amenities, providing ADA accessibility, and landscape and irrigation improvements.

Department:	Capital Improvement
Award to:	TAO INDUSTRIES INC., dba HAWK Construction El Paso, TX
Item(s):	Base Bid
Initial Term:	145 Standard Work Weeks
Base Bid I:	\$435,247.43
Total Estimated Award:	\$435,247.43
Funding Source:	Federal Highway Administration, 2011 Certificates of Obligation, and 2018 Certificates of Obligation
Account:	190-4950-38170-580270-PCP21TRAN01
Account:	190-4530-28330-580270-PCP21TRAN01
Account:	190-4741-38290-580270-PCP21TRAN01
District(s):	6 & 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

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga
NAYS: None

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

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

37.

ORDINANCE 019260

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.08 (ADMINISTRATION AND ENFORCEMENT), SECTION 12.08.220 (IMPOUNDING VEHICLES) OF THE CITY CODE, IN ITS ENTIRETY, TO ALLOW AN EMPLOYEE DESIGNATED BY THE CITY TO REQUEST THE REMOVAL AND STORAGE OF ILLEGALLY PARKED AND ABANDONED VEHICLES.**

Motion duly made by Representative Molinar, 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

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

Goal 3: Promote the Visual Image of El Paso

38.

*Motion made by, seconded, and unanimously carried to **POSTPONE FOR THREE WEEKS** an Ordinance changing the zoning of the following real property known as: Parcel 1: Tract 1, Section 4, Block 80, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, from R-F (Ranch and Farm) to M-2 (Heavy Manufacturing); and Parcel 2: Tract 3, Section 3, Block 80, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, from R-F (Ranch and Farm) to M-2 (Heavy Manufacturing), 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: 7000 Stan Roberts

Applicant: City of El Paso, PZRZ21-00020 [POSTPONED FROM 10-26-2021]

39.

ITEMS 39 AND 40 WERE TAKEN TOGETHER

ORDINANCE 019261

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF ALL OF LOTS 1 THROUGH 20, BLOCK 266, CAMPBELL ADDITION, AND THE VACATED 20.00' ALLEY, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM C-1/C/SP (COMMERCIAL/CONDITIONS/SPECIAL PERMIT), A-2 (APARTMENTS), AND C-4/SP (COMMERCIAL/SPECIAL PERMIT) TO G-MU/C/SP (GENERAL MIXED**

USE/CONDITIONS/SPECIAL PERMIT) AND APPROVING A MASTER ZONING PLAN. 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: 405 MONTANA AVE.

APPLICANT: SLI ENGINEERING C/O GEORGES HALLOUL, PZRZ21-00001

40.

ORDINANCE 019262

The City Clerk read an Ordinance entitled: **AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST21-00001, TO ALLOW FOR A 50% REDUCTION IN PARKING ON THE PROPERTY DESCRIBED AS ALL OF LOTS 1 THROUGH 20, BLOCK 266, CAMPBELL ADDITION, AND THE VACATED 20.00' ALLEY, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.14.070.B OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

THE PROPOSED SPECIAL PERMIT AND DETAILED SITE DEVELOPMENT PLAN MEETS THE INTENT OF THE FUTURE LAND USE DESIGNATION FOR THE PROPERTY AND IS IN ACCORDANCE WITH PLAN EL PASO, THE CITY'S COMPREHENSIVE PLAN.

SUBJECT PROPERTY: 405 MONTANA AVE.

APPLICANT: SLI ENGINEERING, C/O GEORGES HALLOUL, PZST21-00001

Motion duly made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Salcido, and carried that the Ordinances be **ADOPTED**.

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinances 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 Ordinances, the same be and the same is hereby **ADOPTED**.

.....
REGULAR AGENDA – OTHER BUSINESS:
.....

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

41.

R E S O L U T I O N

WHEREAS, the City of El Paso is committed to implementing equitable policies, programs, and practices to support entrepreneurship-led economic growth in our community; and

WHEREAS, the City Innovation Ecosystems Program aims to promote equitable economic growth in cities by facilitating the adoption of inclusive and entrepreneurship led policies, programs, and practices; and

WHEREAS, the City is committing to participate in quarterly coaching calls and surveys with NLC Program Experts, quarterly calls with other participating cities in the United States, conduct a landscape analysis of local ecosystem resources and presentation by April 2022, and implement a formal relationship with a Community Development Financial Institution (“CDFI”) and reform a policy or practice that results in local businesses securing CDFI financing by August 2022; and

WHEREAS, upon completion of the commitment-specific initiating activity, commitment-specific output, and Request for Information (“RFI”), the City is eligible to apply for \$15,000 in implementation funding in April 2022; and

WHEREAS, the City shall formally announce its commitment at the National League of Cities’ virtual City Summit Conference on November 17, 2021.

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

That the Mayor and City Council be authorized to sign a Letter of Commitment and Support between the City of El Paso, Texas, a Texas home rule municipal corporation, and the National League of Cities, a Washington D.C. nonprofit organization, to participate in the 2021- 2022 City Innovation Ecosystems program.

Representative Svarzbein commented.

Mr. Christian Lopez, Economic Development Specialist, commented.

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

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

NAYS: None

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

42.

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 surveying services on a task order basis by and between the by City of El Paso and each of the following four (4) consultants:

1. Brock & Bustillos, Inc.
2. Cobb, Fendley & Associates, Inc.
3. Frank X. Spencer & Associates, Inc.
4. GRV Integrated Engineering

Each On-Call Agreement will be for an amount not to exceed Three Hundred Thousand and No/00 Dollars (\$300,000.00), and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and authorization for the City Engineer to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

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

AYES: Representatives Svarzbein, Anello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga
 NAYS: None

Goal 8: Nurture and Promote a Healthy, sustainable Community

43.

R E S O L U T I O N

WHEREAS, on July 9, 2019, the City Council for the City of El Paso adopted the Final Action Plan for 2019-2020 and on that date Authorized the City Manager to sign and submit to the United States Department of Housing and Urban Development (HUD) the 2019-2020 Annual Action Plan to include all certifications contained therein; and

WHEREAS, on March 17, 2020, the City amended the Annual Action Plan to add the Hueco Mountain Park Improvement Project ("First Amendment"); and

WHEREAS, on May 27, 2020, the City amended the Annual Action Plan to add projects under CARES Act Emergency Solutions Grant ("Second Amendment"); and

WHEREAS, on June 22, 2020, the City amended the Annual Action Plan to add the 45th Year Community Development Block Grant (CDBG-CV) and Housing Opportunities for Persons with HIV/AIDS (HOPWA-CV) funding ("Third Amendment"); and

WHEREAS, on August 18, 2020, the City amended the Annual Action Plan to delete the El Paso Child Guidance Center project (\$1,263,267), and delete the Parks and Recreation Summer Youth Program (\$65,000), and delete the Hotel and Motel for COVID-19 Positive Homeless project (\$125,000);

WHEREAS, on August 18, 2020, the City amended the Annual Action Plan to add \$1,263,267 to the existing contract with the Opportunity Center for the Homeless for continued operation of the temporary Delta Haven and Welcome Center;

WHEREAS, on August 18, 2020 the City amended the Annual Action Plan to add \$65,000 to the existing contract with the YWCA Paso del Norte Region for childcare services, and add \$125,000 to the Transportation for Homeless Individuals and Families project ("Fourth Amendment"); and

WHEREAS, on September 15, 2020, the City amended the Annual Action Plan to delete the CDBG-CV Economic Recovery Technical Assistance project (\$100,000); delete the YWCA CDBG-EN Children and Youth Services project (\$65,000); reduce the YWCA CDBG-CV Children and Youth Services project from \$250,000 to \$235,000;

WHEREAS, on September 15, 2020, the City amended the Annual Action Plan to add \$85,000 in CDBG-CV for a Veterans Permanent Supportive Housing Case Management project; and add \$30,000 in CDBG-CV and \$65,000 in CDBG-EN for a United Way Family Resilience Center project ("Fifth Amendment"); and

WHEREAS, on October 13, 2020, the City amended the Annual Action Plan to reduce the CDBG Delta Haven and Welcome Center project by \$1,000,000; and add \$1,000,000 in CDBG for rapid rehousing of individuals and families experiencing homelessness ("Sixth Amendment"); and

WHEREAS, on October 27, 2020, the City amended the Annual Action Plan to reduce the CDBG-CV Financial Counseling and Bankability project by \$112,500; and add \$112,500 in CDBG-CV to create a Digital Expansion project for the purchase of mobile hotspots ("Seventh Amendment"); and

WHEREAS, on December 15, 2020, the City amended the Annual Action Plan to reduce the Project BRAVO-COVID-19 Emergency Housing Payment Assistance Program by \$1,000,000 in CDBG-CV; add \$1,000,000 in CDBG-CV to the El Paso Rent Help Rental Assistance Program operated by Under One Roof;

WHEREAS, on December 15, 2020, the City amended the Annual Action Plan to add \$1,100,000 in CDBG-CV to create the Inspira Hotel Emergency Shelter Project operated by Endeavors; and add \$3,021,341 in CDBG-CV to create a "hold project" for the remaining balance of CDBG-CV funds ("Eighth Amendment"); and

WHEREAS, on January 5, 2021, the City amended the Annual Action Plan to reduce the "hold project" for the remaining balance of CDBG-CV funds by \$341,160 in CDBG-CV; add \$341,160 in CDBG-CV funds to supplement the Inspira Hotel Emergency Shelter Project, operated by Endeavors; add \$1,700,000 in ESG-CV funds to create a Rapid Rehousing Project; add \$500,000 in ESG-CV funds to create an Emergency Shelter Project; add \$430,000 in ESG-CV funds to create a Homeless Prevention Project; add \$234,248 in ESG-CV funds to create a Homeless Management Information System (HMIS) Project; add \$100,000 in ESG-CV funds to create a Street Outreach Project; and add \$1,000,000 in ESG-CV funds to create a Homeless Welcome Center Project ("Ninth Amendment"); and

WHEREAS, on April 27, 2021, the City amended the Annual Action Plan to add \$100,000 in CDBG-CVIII funds to create a COVID-19 Emergency Shelter Capacity Expansion Project; add \$350,000 in CDBG-CVIII funds to supplement the Transportation

for Homeless Individuals and Families Project; and add \$250,000 in CDBG-CVIII funds to create a Case Management for Persons Experiencing Homelessness Project ("Tenth Amendment"); and

WHEREAS, on May 25, 2021, the City amended the Annual Action Plan to delete the COVID-19 Emergency Shelter Capacity Expansion Project for the Opportunity Center for the Homeless (\$100,000 CDBG-CVIII); and add \$550,000 in CDBG-CVIII funds to supplement the Inspira Hotel Emergency Shelter Project, operated by Endeavors.

WHEREAS, on September 28, 2021, the City amended the Annual Action Plan to reduce the Homeless Welcome Center Project for the Opportunity Center for the Homeless by no more than \$250,000 in ESG-CVII funds; and add no more than \$250,000 in ESG-CVII funds to supplement the Opportunity Center Shelter and HMIS Support Project, operated by the Opportunity Center for the Homeless.

WHEREAS, the City Council, based on the recommendation of the Director of the Community and Human Development Department, now desires to amend the 2019-2020 Annual Action Plan to add new projects; and

WHEREAS, on September 28, 2021, the City amended the Annual Action Plan to reduce the Homeless Welcome Center Project for the Opportunity Center for the Homeless by no more than \$250,000 in ESG-CVII funds; and add no more than \$250,000 in ESG-CVII funds to supplement the Opportunity Center Shelter and HMIS Support Project, operated by the Opportunity Center for the Homeless.

WHEREAS, November 17, 2021, the City of El Paso posted on its website public notice and allowed a 5-day public comment period regarding the proposed amendment to the 2019-2020 Annual Action Plan and 45th Year CDBG-CVIII Program Budget and City Council has duly considered public comment if any.

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

1. That the 2019-2020 Annual Action Plan is hereby amended as follows: 45th Year Community Development Block Grant Coronavirus Phase 3 (CDBG-CVIII) Program Budget is hereby amended as follows:
 - a. Add \$1,530,181 in CDBG-CVIII funds to supplement the Inspira Hotel Emergency Shelter Project, operated by Endeavors.
2. That the Department of Community and Human Development, through the Director, be authorized to make the above changes to the 2019-2020 Annual Action Plan in the United States Department of Housing and Urban Development's program system.
3. That the City Manager, or designee, be authorized to take any actions necessary to accomplish the intent of this resolution upon approval by the City Attorney's Office and Director of Community and Human Development Department.

4. Except as amended in the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment, Twelfth Amendment, and this Thirteenth Amendment to the 2019-2020 Annual Action Plan and 45th Year CDBG-CVIII Program Budget remains in full force and effect.

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

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga
NAYS: None

ADJOURN

Motion made by Rivera, seconded by Representative Lizarraga, and unanimously carried to **ADJOURN** this meeting at 1:53 p.m.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga
NAYS: None

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
November 22, 2021
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:05 AM

.....
The City Council of the City of El Paso met at the above place and date. Meeting was called to order at 9:25 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. Alexsandra Anello participated virtually. Early Departure: Alexsandra Anello at 2:12 p.m. and Cassandra Hernandez at 3:07 p.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 presentation by explaining that the rise in the transmission rate of COVID-19 infections continued with up to 30% of new cases attributed to break through cases. He stated that the City continued to lead the State and the Nation in vaccination rates adding that 20% of children ages 5 to 11 had received a first dose of the vaccine. Mr. Gonzalez ended the overview by saying booster vaccinations were available at City locations by appointment and recommended the continuation of safety protocols such as hand washing.

2. City Attorney Overview (Karla Nieman)

- a) Greg Abbott, in his official capacity as Governor of Texas, v. City of El Paso & Statewide Mask Mandate Litigation
- b) E.T. by and through her parents et. Al v. Mike Morath, in his official capacity as the Commissioner of Texas Education Agency (TEA), et. Al
- c) BST Holdings, LLC., et. al v. Occupational Safety and Health Administration (OSHA) et. al

Ms. Karla Nieman, City Attorney, continued the presentation by explaining that the litigation related to the City's Mask Mandate was still pending with the 8th Court of Appeals. On the case titled "E.T. by and through her parents et. Al v. Mike Morath", she explained that the court ruled GA-38 violated federal laws and prohibited the Attorney General from the prohibition of a mask requirement mandated by school districts. Ms. Nieman provided an update on the case titled "BST Holdings, LLC. Et. Al v. Occupational Safety and Health Administration (OSHA) by explaining that the U.S. 5th Circuit Court of Appeals granted and

extended the stay prohibiting OSHA from implementing the enforcement of COVID-19 vaccinations for employers with 100 or more employees.

3. Team Lead Report:

- a) Health Focus (Hector Ocaranza, M.D.)
- b) Data Analysis (David Coronado)

Dr. Hector Ocaranza, Public Health Authority, continued the presentation by explaining there was a rise in the number of new cases and hospitalizations and urged the public to continue testing if experiencing any COVID-19 related symptoms. He added that new cases were rapidly rising among high school age children and individuals age 66 and above. Dr. Ocaranza encouraged the use of pediatric vaccinations in order to keep schools open and stated that 70% of new cases were attributed to unvaccinated individuals.

Mr. David Coronado, Managing Director, International Bridges and Economic and International Development, provided an update on international bridge crossings and the state of the local economy. He explained that as of September, there had been an increase in pedestrian crossings although there had not been a huge spike as a result of the reopening of land ports. Mr. Coronado added that the City was providing resources for Police Department overtime at bridges and also expanded traffic control devices to mitigate the vehicular flow at the bridges.

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

- Ms. Laura Cruz- Acosta, Strategic Communications Director
- Ms. Angela Mora, Public Health Director
- Assistant Fire Chief Jorge Rodriguez

4. City Manager Wrap-up (Tommy Gonzalez)

Mr. Tommy Gonzalez, City Manager, wrapped up the presentation by thanking Members of the City Council for their continued support and acknowledged public health personnel in honor of Public Health Thank You Day.

Representative Svarzbein commented.

NO ACTION was taken on this item.

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The meeting was **RECESSED** at 10:11 a.m. and **RECONVENED** at 10:35 a.m. in order to address technical difficulties.
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2. Presentation and update by the El Paso Electric Company on its strategic plan and goals, including but not limited to, transportation electrification.

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Rodriguez, and unanimously carried to **POSTPONE** the item for **TWO WEEKS**.

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

and Lizarraga
NAYS: None

.....
3. Housing Programs Update: Housing Rehabilitation, First Time Home Buyer and Multi-Family Affordable Development.

Ms. Nicole Ferrini, Community Development Director, and Mr. Mark Weber, Community Development Program Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

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

NO ACTION was taken on this item.

.....
EXECUTIVE SESSION

Motion made by Representative Salcido, seconded by Representative Rivera, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 12:01 p.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the executive session items:

Section 551.071 CONSULTATION WITH ATTORNEY

Section 551.072 DELIBERATION REGARDING REAL PROPERTY

Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

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

NAYS: None

Motion made by Representative Molinar, seconded by Representative Rivera, and unanimously carried to **ADJOURN** the Executive Session at 3:18 p.m. and **RECONVENE** the meeting of the City Council at which time motions were made.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Annello and Hernandez

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EX1. Max Grossman v. City of El Paso; 8th Court of Appeals, Case #08-19-00272-CV; Matter No. 17-1001-171.001.001 (551.071)

NO ACTION was taken on this item.

.....
EX2. Claim of Shea Herman. Matter No. 21-1036-3538 (551.072)

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Rivera, and carried that the City Attorney's Office, in consultation with the City Manager, be authorized to **DENY** the claim of Shea Herman in Matter Number 21-1036-3538, in its entirety.

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

NAYS: Representative Svarzbein

NOT PRESENT FOR THE VOTE: Representatives Annello and Hernandez

EX3. Application for Approval of Advanced Metering System (AMS); Public Utility Commission of Texas Docket No. 52040. Matter No. 21-1008-168 (551.072)

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Rodriguez, and unanimously carried that El Paso Electric Company **PRESENT** to City Council before the end of December 2021 on the Application of El Paso Electric for Approval of Advanced Metering System (AMS) Deployment Plan, AMS Surcharge, and Non-Standard Metering Service Fess.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Annello and Hernandez

EX4. Discussion and action regarding the potential sale/purchase, exchange, lease, or value of real property managed by the El Paso Water Utilities. Matter No. 21-1009-1120 (551.072)

NO ACTION was taken on this item.

EX5. Discussion regarding the value and purchase/sale of real property managed by the El Paso Water Utilities located northeast of the City of Van Horn in Culberson County. Matter No. 21-1009-1124 (551.072)

NO ACTION was taken on this item.

EX6. Discussion regarding the value and purchase/sale of real property managed by the El Paso Water Utilities located in Central/East El Paso, Texas. Matter No. 21-1009-1123 (551.072)

NO ACTION was taken on this item.

EX7. Discussion and action regarding the potential sale/purchase of real property managed by the El Paso Water Utilities in Northeast El Paso. Matter No. 21-1009-1123 (551.072)

NO ACTION was taken on this item.

EX8. Economic Incentives for a Manufacturing Company located in the City of El Paso. Matter No. 21-1007-2829. (551.071) (551.087)

NO ACTION was taken on this item.

EX9. Economic Incentives for a Manufacturing Company located in the City of El Paso. Matter No. 21-1007-2820. (551.071) (551.087)

NO ACTION was taken on this item.

ADJOURN

Motion made by Representative Rivera, seconded by Representative Molinar and unanimously carried to **ADJOURN** the meeting at 3:21 p.m.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Annello and Hernandez

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk



Legislation Text

File #: 21-1368, 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.

A Resolution to authorize the City Manager to sign a Crosswinds Entertainment District Ground Lease by and between the City of El Paso ("Lessor") and Anzures & Son, LLC ("Lessee") regarding the following described property:

All of Lot 15 and a portion of Lot 14, Block 5, El Paso International Airport Tracts, Replat of Unit 3, City of El Paso, El Paso County, Texas, more commonly referred to as 6631 Montana Avenue, El Paso, Texas.

The initial term of this lease is 40 years plus one (1) option of ten (10) years. The initial annual rent is \$44,279.21, which is based on 19,335.9 square feet at \$2.29 per square foot per annum.

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

DEPARTMENT: Aviation

AGENDA DATE: December 7, 2021

CONTACT PERSON NAME AND PHONE NUMBER: Samuel Rodriguez, PE, Director of Aviation (915-212-7301)

DISTRICT(S) AFFECTED: District 3

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

SUBJECT:

This item is a Resolution to authorize the City Manager to sign a Crosswinds Entertainment District Ground Lease by and between the City of El Paso ("Lessor") and Anzures & Son, LLC ("Lessee") regarding the following described property:

All of Lot 15 and a portion of Lot 14, Block 5, El Paso International Airport Tracts, Replat of Unit 3, City of El Paso, El Paso County, Texas, more commonly referred to as 6631 Montana Avenue, El Paso, Texas.

The initial term of this lease is 40 years plus one (1) option of ten (10) years. The initial annual rent is \$44,279.21, which is based on 19,335.9 square feet at \$2.29 per square foot per annum.

BACKGROUND / DISCUSSION:

The Department of Aviation is requesting approval of this item to allow Anzures & Son, LLC to lease property at the corner of Montana and Airway to build and operate a new Burritos Crisostomo. This location will be the flagship store for the local restaurant brand. Anzures & Son, LLC is a new Lessee to the El Paso International Airport. In addition to building the store, the Lessee has agreed to build and maintain two landscaping areas and a shared driveway in lieu of rent for the portion of the leased area (10,013.1 square feet) upon which these sit. A public easement is also within the leased area (2,105.8 square feet), which will allow for widening of the sidewalk and rent for this easement is to be abated.

Term: 40 years plus one (1) option of ten (10) years

Rental fees:

6631 Montana Ave	Sq. Ft.	Annual Rate	Annual Rent	Monthly Rent	Rent Abatement Terms
Main Lease Area	17,777.5	\$ 2.29	\$ 40,710.48	\$ 3,392.54	
Dumpster Pad	103.7	\$ 2.29	\$ 237.47	\$ 19.79	
Parking Lease Area	1,454.7	\$ 2.29	\$ 3,331.26	\$ 277.61	
Landscaping Area 1	3,917.7	\$ -	\$ -	\$ -	construction and maintenance in lieu of rent
Landscaping Area 2	1,011.6	\$ -	\$ -	\$ -	construction and maintenance in lieu of rent
Shared Driveway	5,083.8	\$ -	\$ -	\$ -	construction and maintenance in lieu of rent
Public Easement	2,105.8	\$ -	\$ -	\$ -	public easement
Total	31,454.8		\$ 44,279.21	\$ 3,689.93	

PRIOR COUNCIL ACTION:

None this is a new lease with a new Lessee

AMOUNT AND SOURCE OF FUNDING:

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

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

N/A

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

DEPARTMENT HEAD:



Samuel Rodriguez, P.E.
Director of Aviation

RESOLUTION

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

That the City Manager be authorized to sign a Crosswinds Entertainment District Ground Lease by and between the City of El Paso ("Lessor") and ANZURES & SON, LLC ("Lessee") regarding the following described property:

All of Lot 15 and a portion of Lot 14, Block 5, El Paso International Airport Tracts, Replat of Unit 3, City of El Paso, El Paso County, Texas, more commonly referred to as 6631 Montana Avenue, El Paso, Texas.

APPROVED this ____ day of _____ 2021.

CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:

 (for)

Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
Director of Aviation

CROSSWINDS ENTERTAINMENT DISTRICT GROUND LEASE

El Paso International Airport
El Paso, Texas

ANZURES & SON, LLC
Lessee

Effective Date

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ATTACHMENTS

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

CROSSWINDS ENTERTAINMENT DISTRICT LEASE

THIS LEASE AGREEMENT ("Lease") is entered into of _____, 20____, by and between the City of El Paso ("Lessor") and ANZURES & SON, LLC ("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 - PREMISES AND PRIVILEGES

1.01 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 15 and a portion of Lot 14, Block 5, El Paso International Airport Tracts, Replat of Unit 3, City of El Paso, El Paso County, Texas, more commonly referred to as 6631 Montana Street, El Paso, Texas, further described in Exhibit "A", attached hereto and incorporated herein, (hereinafter referred to as the "Leased Premises").

1.02 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.

1.03 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").

1.04 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 Crosswinds Entertainment District.

ARTICLE II - TERM OF LEASEHOLD

2.01 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 forty (40) years ("Initial Term"), commencing on _____, 20__ ("Effective Date").

2.02 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 one (1) additional term 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 Initial Term.

2.03 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.

2.04 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 III – RENT

3.01 Rent.

For the purpose of computing the rent payments, Lessor and Lessee agree that the Premises and the initial rental rates for the Premises shall be as follows:

17,777.5 sq. ft. of the main lease area at \$2.29 per sq. ft. = \$40,710.48 per annum.

103.7 sq. ft. of dumpster pad at \$2.29 per sq. ft. = \$237.47 per annum.

1,454.7 sq. ft. of parking lease area at \$2.29 per sq. ft. = \$3,331.26 per annum

3,917.7 sq. ft. of landscaping area one at \$2.29 per sq. ft. = \$8,971.53 per annum

1011.6 sq. ft. of landscaping area two at \$2.29 per sq. ft. = \$2,316.56 per annum

5,083.8 sq. ft. of shared driveway at \$2.29 per sq. ft. = \$11,641.90 per annum

2,105.8 sq. ft. of public easement at \$2.29 per sq. ft. = \$4,822.28 per annum

Lessor and Lessee agree that in lieu of rent for landscaping area 1, landscaping area 2, and shared driveway, Lessee will provide construction and maintenance. The initial Rent for the Premises will be calculated on the basis of 19,335.9 square feet at \$2.29 per square foot per annum. The annual Rent of the first five (5) years of the Initial Term shall be \$44,279.21 or \$3,689.93 monthly. Readjustment of Rent is addressed in Section 3.04 below.

3.02 Commencement of Rent and Time of Payment.

Payment of rent shall commence on the "Rent Commencement Date", which shall be the later of: (i) the first day of the month following the date a certificate of occupancy is issued for the Premises, or (ii) eighteen (18) months from 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.

3.03 Security Deposit.

Within twenty (20) days prior to the Rent Commencement Date of this Lease, Tenant shall tender to Lessor an irrevocable letter of credit ("Security Deposit") in the amount equal to three (3) months of Annual Rental to guarantee the faithful performance of the Tenant of its obligations under this lease and the payment of all Annual Rent due hereunder. Tenant shall be obligated to maintain such Security Deposit in effect until the expiration of (18) consecutive months from the Rent commencement Date of this Lease.

3.04 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. Rental payments shall be adjusted on the first of the month following each fifth (5th) anniversary of the term of this Lease. Lessor and Lessee agree that percentage

increases in the Consumer Price Index for all Urban Consumers (CPI-U) shall govern the rent adjustments 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. Rental payments 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).

- B. All readjustments for the Option Period shall be effective as of the commencement of the Option Period, without regard to the date the actual adjustment is made; provided, however, that in no event shall the readjusted rental payment be less than the rate in place immediately prior to such readjustment nor more than twenty percent (20%) more than the rental payment established at the beginning of the immediately preceding five-year period.
- C. At the beginning of the forty-first year 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.
- D. **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 fifteen (15) calendar days after receipt of the written notice as required herein, or it does not produce a Second Appraisal (as defined below) within 30 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 fifteen (15) 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 15 business day review period to consider same. If, by the 15th 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.

3.05 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.

3.06 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 Lessor.

ARTICLE IV - OBLIGATIONS OF LESSOR

4.01 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 V - OBLIGATIONS OF LESSEE

5.01 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.

5.02 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.

5.03 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 4.03 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 XI 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.

5.04 Minimum Improvement Standard.

Lessee covenants and agrees that it shall develop the Premises and the public rights of way identified on the final building scale plans in compliance with Title 21 Smart Code of the El Paso City Code and any amendments thereto..

5.05 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.

5.06 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 Crosswinds Entertainment District. 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 Crosswinds Entertainment District. 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 Crosswinds Entertainment District. 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.

5.07 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.

5.08 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.

5.09 Permitted Uses.

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

5.10 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 VI -
INSURANCE AND INDEMNIFICATION

6.01 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

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.

6.02 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.

6.03 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.

6.04 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.

6.05 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.

6.06 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 VII - DESTRUCTION OF IMPROVEMENTS BY FIRE
OR OTHER CASUALTY**

7.01 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.

7.02 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.

7.03 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 VIII - CONDEMNATION

8.01 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.

8.02 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.

8.03 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.

8.04 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.

8.05 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.

8.06 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.

8.07 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.

8.08 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 IX - ENCUMBRANCES

9.01 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.

9.02 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.

9.03 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 X - EXPIRATION, CANCELLATION, ASSIGNMENT AND TRANSFER

10.01 Expiration.

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

10.02 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.

10.03 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), using such force as may be necessary; 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.

10.04 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.

10.05 [RESERVED]

10.06 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.

10.07 Lessor'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 Lessor'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 Lessor'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 XI - GENERAL PROVISIONS

11.01 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 Crosswinds Entertainment District 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.

11.02 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.

11.03 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.

11.04 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 79925-1099
LESSEE:	Anzures & Son, LLC 5658 N. Mesa El Paso, Texas 79912	

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.

11.05 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.

11.06 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.

11.07 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.

11.08 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 11.08 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 11.08 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.

11.09 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.

11.10 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, Lessor 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, Lessor 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, Lessor 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]

11.11 Cumulative Rights and Remedies.

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

11.12 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.

11.13 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.

11.14 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.

11.15 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.

11.16 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.

11.17 Taxes and Other Charges.

Lessee shall pay all taxes and governmental charges of any kind whatsoever that may be assessed against the Lessee or the Lessor, with respect to the Premises, any improvements, equipment, personal property or inventory thereon or Lessee's use and/or occupancy of the Premises, or any improvements thereon, during the term of this Agreement including any extensions granted thereto (but excluding any income or similar taxes assessed by Lessor).

By March 1st of each year of this Lease and at no charge to Lessor, Lessee will provide written proof satisfactory to the Director that all real estate and ad valorem taxes due and payable with respect to the Premises been paid in full.

Lessor is a tax-exempt governmental entity and shall not be responsible for any taxes or assessments arising from the 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.

11.18 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.

11.19 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.

11.20 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.

11.21 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.

11.22 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.

11.23 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.

(Signatures begin on following page)

LESSOR'S SIGNATURE AND ACKNOWLEDGMENT

IN WITNESS WHEREOF, the parties have hereunto set their hands as of this ____ day of _____, 2021.

LESSOR: CITY OF EL PASO

Tomás González
City Manager

APPROVED AS TO FORM:


Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

Samuel Rodriguez, P.E.
Director of Aviation

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2021, by Tomás González as City Manager of the City of El Paso, Texas.

Notary Public, State of Texas

My Commission Expires:

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

LESSEE'S SIGNATURE AND ACKNOWLEDGMENT

LESSEE:
By: ANZURES & SON, LLC

Print Name: Luis Aril Anzures
 Title: President

ACKNOWLEDGMENT

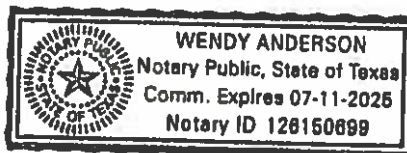
THE STATE OF Texas)

COUNTY OF El Paso)

This instrument was acknowledged before me on this 17th day of November, 2021, by Luis Aril Anzures its President of Anzures & Son, LLC (Lessee).

Wendy Anderson
 Notary Public, State of Texas

My Commission Expires:
7-11-2025





ROMAN BUSTILLOS, P.E.
President

RANDY P. BROCK, P.E.
Executive Vice President

SERGIO J. ADAME, P.E.
Vice President - Engineering

AARON ALVARADO, R.P.L.S.
Vice President - Surveying

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION (CRISOSTOMO-MAIN LEASE)

A 0.4081 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Lot 15, Block 5, El Paso International Airport Tracts Replat of Unit 3, as filed in Volume 28, Page 46, El Paso County Plat Records and being more particularly described by metes and bounds as follows:

COMMENCING at a chiseled "X" found in concrete along the northerly right-way-line of Montana Avenue (U.S. Hwy. No. 62/180) (100 feet wide); **WHENCE**, a chiseled "X" in concrete found on the northerly right-of-way line of said Montana Avenue and the westerly right-of-way line of Airway Boulevard (variable width), identical to the southeast corner of said Lot 15, bears North 81°10'07" East, a distance of 210.58 feet; **THENCE**, leaving the northerly right-of-way line of said Montana Avenue, North 01°01'53" West, a distance of 10.09 feet; **THENCE**, North 81°10'07" East, a distance of 82.99 feet to the southwest corner and the **POINT OF BEGINNING** of the parcel herein described;

THENCE, North 08°49'53" West, a distance of 140.15 feet to the southerly boundary line of Lot 9, Block 5, El Paso International Airport Tracts Replat of Unit 3 for the northwest corner of the parcel herein described;

THENCE, following the southerly boundary line of said Lot 9, North 88°58'07" East, a distance of 145.42 feet to a chiseled "X" in concrete found on the westerly right-of-way line of Airway Boulevard (variable width) for the northeast corner of the parcel herein described, identical to the southeast corner of said Lot 9;

THENCE, leaving the south boundary line of said Lot 9 and following the westerly right-of-way line of said Airway Boulevard, South 01°01'53" East, a distance of 121.54 feet to the southeast corner of the parcel herein described;

THENCE, leaving the westerly right-of-way line of said Airway Boulevard, South 81°10'07" West, a distance of 127.58 feet to the **POINT OF BEGINNING**.

Said Parcel containing 0.4081 acres (17,777.5 square feet), more or less, and being subject to any easements, restrictions or covenants of record.


Aaron Alvarado, R.P.L.S. TX 6223

Date: September 23, 2021

05100-116-CRISOSTOMO MAIN LEASE-DESC.doc





ROMAN BUSTILLOS, P.E.
President

RANDY P. BROCK, P.E.
Executive Vice President

SERGIO J. ADAME, P.E.
Vice President - Engineering

AARON ALVARADO, R.P.L.S.
Vice President - Surveying

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION **(CRISOSTOMO-DUMPSTER PAD LEASE)**

A 0.0024 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Lot 14, Block 5, El Paso International Airport Tracts Replat of Unit 3, as filed in Volume 28, Page 46, El Paso County Plat Records and being more particularly described by metes and bounds as follows:

COMMENCING at a chiseled "X" found in concrete along the northerly right-way-line of Montana Avenue (U.S. Hwy. No. 62/180) (100 feet wide); **WHENCE**, a chiseled "X" in concrete found on the northerly right-of-way line of said Montana Avenue and the westerly right-of-way line of Airway Boulevard (variable width), identical to the southeast corner of said Lot 15, bears North 81°10'07" East, a distance of 210.58 feet **THENCE**, leaving the northerly right-of-way line of said Montana Avenue, North 01°01'53" West, a distance of 144.37 feet; **THENCE**, North 89°29'51" East, a distance of 19.26 feet to the southwest corner and the **POINT OF BEGINNING** of the parcel herein described;

THENCE, North 01°10'05" West, a distance of 11.00 feet to the northwest corner of the parcel herein described;

THENCE, North 88°49'55" East, a distance of 8.67 feet to the northeast corner of the parcel herein described;

THENCE, South 08°49'53" East, a distance of 11.97 feet to the beginning of a non-tangent curve to the left for the southeast corner of the parcel herein described;

THENCE, along the along the arc of said non-tangent curve to the left having a radius of 1.00 feet, a central angle of 82°20'12", an arc length of 1.44 feet and whose long chord bears North 49°59'59" West, a distance of 1.32 feet to the end of said non-tangent curve;

THENCE, South 88°49'55" West, a distance of 9.28 feet to the **POINT OF BEGINNING**.

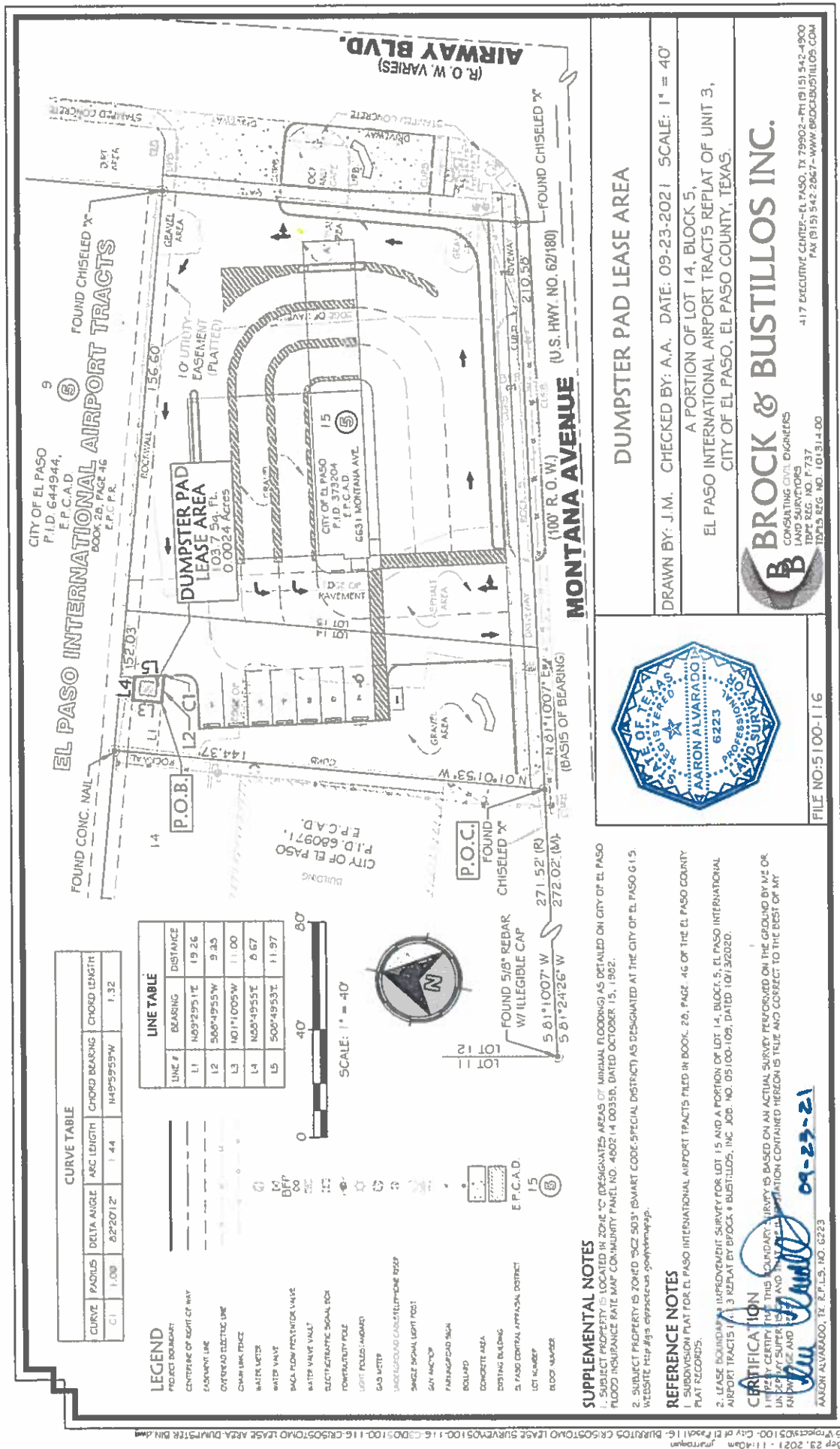
Said Parcel containing 0.0024 acres (103.7 square feet), more or less, and being subject to any easements, restrictions or covenants of record.


Aaron Alvarado, R.P.L.S. TX 6223

Date: September 23, 2021

05100-116-CRISOSTOMO DUMPSTER LEASE-DESC.doc







ROMAN BUSTILLOS, P.E.
President

RANDY P. BROCK, P.E.
Executive Vice President

SERGIO J. ADAME, P.E.
Vice President - Engineering

AARON ALVARADO, R.P.L.S.
Vice President - Surveying

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION (CRISOSTOMO-PARKING LEASE)

A 0.0334 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Lot 14, Block 5, El Paso International Airport Tracts Replat of Unit 3, as filed in Volume 28, Page 46, El Paso County Plat Records and being more particularly described by metes and bounds as follows:

COMMENCING at a chiseled "X" found in concrete along the northerly right-way-line of Montana Avenue (U.S. Hwy. No. 62/180) (100 feet wide); **WHENCE**, a chiseled "X" in concrete found on the northerly right-of-way line of said Montana Avenue and the westerly right-of-way line of Airway Boulevard (variable width), identical to the southeast corner of said Lot 15, bears North 81°10'07" East, a distance of 210.58 feet; **THENCE**, leaving the northerly right-of-way line of said Montana Avenue, North 01°01'53" West, a distance of 59.91 feet; **THENCE**, North 89°58'07" East, a distance of 20.77 feet to the **POINT OF BEGINNING** of the parcel herein described;

THENCE, North 08°49'53" West, a distance of 70.00 feet to the northwest corner of the parcel herein described;

THENCE, North 81°10'07" East, a distance of 15.00 feet to a point of curvature;

THENCE, along the arc of a curve to the left having a radius of 5.00 feet, a central angle of 90°00'00", an arc length of 7.85 feet and whose long chord bears North 36°10'07" East, a distance of 7.07 feet to the northeast corner of the parcel herein described;

THENCE, South 08°49'53" East, a distance of 80.00 feet to the beginning of a non-tangent curve to the left for the southeast corner of the parcel herein described;

THENCE, along the arc of said non-tangent curve to the left having a radius of 5.00 feet, a central angle of 90°00'00", an arc length of 7.85 feet and whose long chord bears North 53°49'53" West, a distance of 7.07 feet to the end of said non-tangent curve;

THENCE, South 81°10'07" West, a distance of 3.75 feet to an angle point of the parcel herein described;

THENCE, South 08°49'53" East, a distance of 5.50 feet to an angle point of the parcel herein described;

THENCE, South 81°10'07" West, a distance of 8.00 feet to an angle point of the parcel herein described;

THENCE, North 08°49'53" West, a distance of 5.50 feet to an angle point of the parcel herein described;

THENCE, South 81°10'07" West, a distance of 3.25 feet to the **POINT OF BEGINNING**.

Said Parcel containing 0.0334 acres (1,454.7 square feet), more or less, and being subject to any easements, restrictions or covenants of record.



Aaron Alvarado, R.P.L.S. TX 6223

Date: September 23, 2021

05100-116-CRISOSTOMO PARKING LEASE-DESC.doc







ROMAN BUSTILLOS, P.E.
President
RANDY P. BROCK, P.E.
Executive Vice President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying
TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION **(PARCEL 1-LANDSCAPING IMPROVEMENTS AREA)**

A 0.0899 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Lot 14, Block 5, El Paso International Airport Tracts Replat of Unit 3, as filed in Volume 28, Page 46, El Paso County Plat Records and being more particularly described by metes and bounds as follows:

COMMENCING at a chiseled "X" found in concrete along the northerly right-way-line of Montana Avenue (U.S. Hwy. No. 62/180) (100 feet wide); **WHENCE**, a chiseled "X" in concrete found on the northerly right-of-way line of said Montana Avenue and the westerly right-of-way line of Airway Boulevard (variable width), identical to the southeast corner of said Lot 15, bears North 81°10'07" East, a distance of 210.58 feet **THENCE**, leaving the northerly right-of-way line of said Montana Avenue, North 01°01'53" West, a distance of 10.09 feet to the **POINT OF BEGINNING** of the parcel herein described;

THENCE, North 01°01'53" East, a distance of 150.12 feet to a concrete nail found on the southerly boundary line of Lot 9, Block 5, El Paso International Airport Tracts Replat of Unit 3 for the northwest corner of the parcel herein described;

THENCE, following the southerly boundary line of said Lot 9, North 88°58'07" East, a distance of 27.22 feet to the northeast corner of the parcel herein described;

THENCE, South 08°49'53" West, a distance of 5.05 feet to an angle point of parcel herein described;

THENCE, South 88°49'55" West, a distance of 8.67 feet to an angle point of parcel herein described;

THENCE, South 01°10'05" East, a distance of 11.00 feet to an angle point of the parcel herein described;

THENCE, North 88°49'55" East, a distance of 9.28 feet to a point of curvature;

THENCE, along the arc of a curve to the right having a radius of 1.00 feet, a central angle of 82°20'12", an arc length of 1.44 feet and whose long chord bears South 49°59'59" East, a distance of 1.32 feet to a point of tangency;

THENCE, South 08°49'53" East, a distance of 6.48 feet to a point of curvature;

THENCE, along the arc of a curve to the right having a radius of 5.00 feet, a central angle of 90°00'00", an arc length of 7.85 feet and whose long chord bears South 36°10'07" West, a distance of 7.07 feet to a point of tangency;

THENCE, South $81^{\circ}10'07''$ West, a distance of 15.00 feet to an angle point of the parcel herein described;

THENCE, South $08^{\circ}49'53''$ East, a distance of 70.00 feet to an angle point of the parcel herein described;

THENCE, North $81^{\circ}10'07''$ East, a distance of 3.25 feet to an angle point of the parcel herein described;

THENCE, South $08^{\circ}49'53''$ East, a distance of 5.50 feet to an angle point of the parcel herein described;

THENCE, North $81^{\circ}10'07''$ East, a distance of 8.00 feet to an angle point of the parcel herein described;

THENCE, North $08^{\circ}49'53''$ West, a distance of 5.50 feet to an angle point of the parcel herein described;

THENCE, North $81^{\circ}10'07''$ East, a distance of 3.75 feet to a point of curvature;

THENCE, along the along the arc of a curve to the right having a radius of 5.00 feet, a central angle of $90^{\circ}00'00''$, an arc length of 7.85 feet and whose long chord bears South $53^{\circ}49'53''$ East, a distance of 7.07 feet to a point of tangency;

THENCE, South $08^{\circ}49'53''$ East, a distance of 41.53 feet to the southeast corner of the parcel herein described;

THENCE, South $81^{\circ}10'07''$ West, a distance of 47.34 feet to the **POINT OF BEGINNING**.

Said Parcel containing 0.0899 acres (3,917.7 square feet), more or less, and being subject to any easements, restrictions or covenants of record.

Aaron Alvarado, R.P.L.S. TX 6223

Date: October 21, 2021

05100-116-LANDSCAPING PARCEL 1-DESC.doc







BROCK & BUSTILLOS INC.
CONSULTING CIVIL ENGINEERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President

RANDY P. BROCK, P.E.
Executive Vice President

SERGIO J. ADAME, P.E.
Vice President - Engineering

AARON ALVARADO, R.P.L.S.
Vice President - Surveying

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION (PARCEL 2-LANDSCAPING IMPROVEMENTS AREA)

A 0.0232 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Lot 15, Block 5, El Paso International Airport Tracts Replat of Unit 3, as filed in Volume 28, Page 46, El Paso County Plat Records and being more particularly described by metes and bounds as follows:

COMMENCING at a chiseled "X" found in concrete along the northerly right-way-line of Montana Avenue (U.S. Hwy. No. 62/180) (100 feet wide); **WHENCE**, a chiseled "X" in concrete found on the northerly right-of-way line of said Montana Avenue and the westerly right-of-way line of Airway Boulevard (variable width), identical to the southeast corner of said Lot 15, bears North 81°10'07" East, a distance of 210.58 feet; **THENCE**, leaving the northerly right-of-way line of said Montana Avenue, North 01°01'53" West, a distance of 10.09 feet; **THENCE**, North 81°10'07" East, a distance of 87.99 feet to the southwest corner and the **POINT OF BEGINNING** of the parcel herein described;

THENCE, North 08°49'53" West, a distance of 3.00 feet to a point of curvature;

THENCE, along the arc of a curve to the right having a radius of 2.00 feet, a central angle of 90°00'00", an arc length of 3.14 feet and whose long chord bears North 36°10'07" East, a distance of 2.83 feet to a point of tangency;

THENCE, North 81°10'07" East, a distance of 103.14 feet to a point of curvature;

THENCE, along the arc of a curve to the left having a radius of 15.00 feet, a central angle of 82°12'00", an arc length of 21.52 feet and whose long chord bears North 40°04'07" East, a distance of 19.72 feet to a point of tangency;

THENCE, North 01°01'53" West, a distance of 55.92 feet to a point of curvature;

THENCE, along the arc of a curve to the right having a radius of 5.00 feet, a central angle of 90°00'00", an arc length of 7.85 feet and whose long chord bears North 43°58'07" East, a distance of 7.07 feet to the westerly right-of-way line of Airway Boulevard (variable width) for the northeast corner of parcel herein described;

THENCE, following the westerly right-of-way line of said Airway Boulevard, South 01°01'53" East, a distance of 78.37 feet to the southeast corner of the parcel herein described;

THENCE, South 81°10'07" West, a distance of 122.58 feet to the **POINT OF BEGINNING**.

Said Parcel containing 0.0232 acres (1,011.6 square feet), more or less, and being subject to any easements, restrictions or covenants of record.

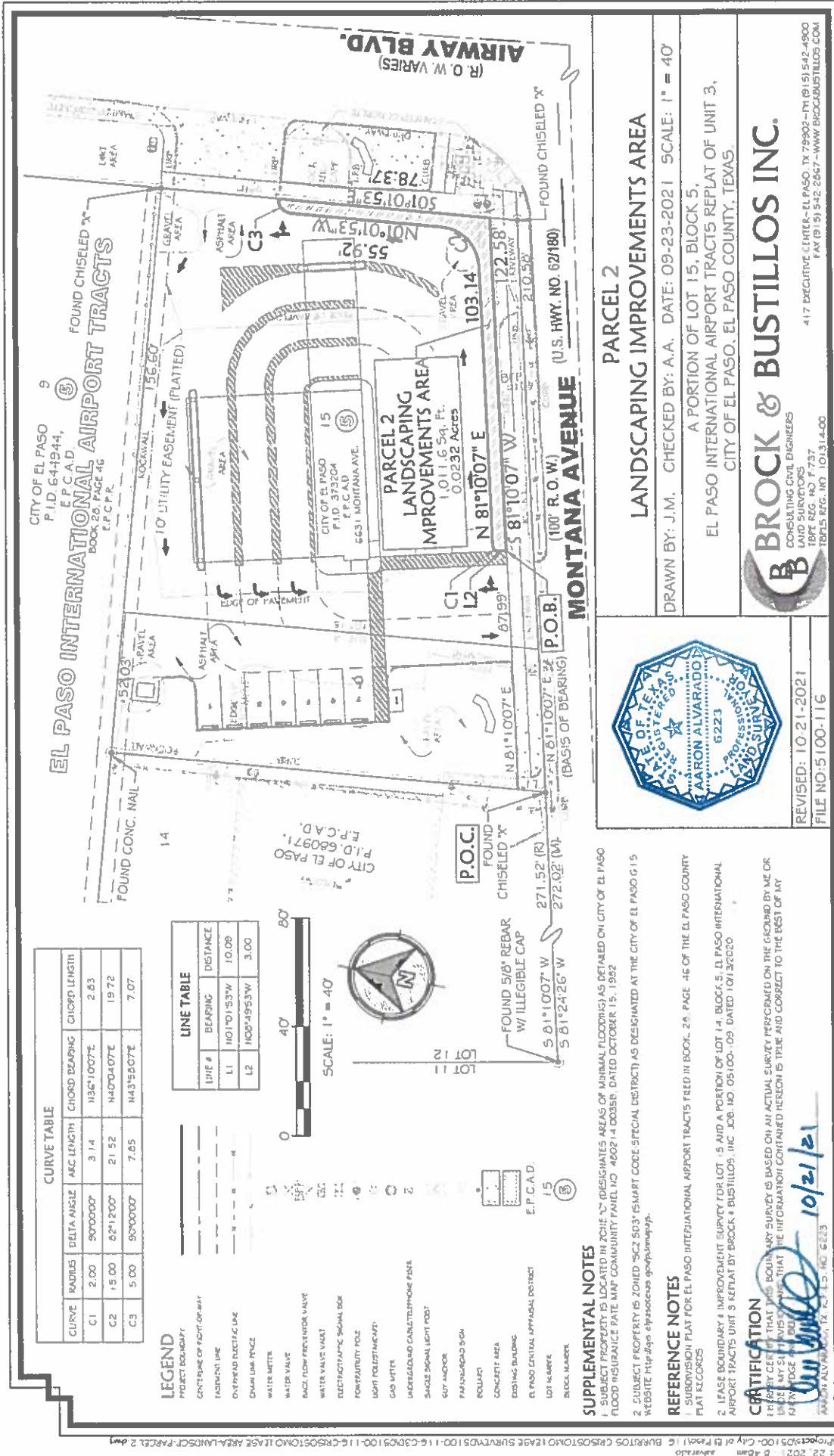

Aaron Alvarado, R.P.L.S. TX 6223

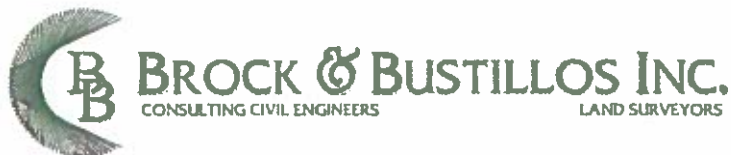
Date: October 21, 2021

05100-116-LANDSCAPING PARCEL 2-DESC.doc



Exhibit A - Premises





ROMAN BUSTILLOS, P.E.
President
RANDY P. BROCK, P.E.
Executive Vice President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying
TBPE Reg. No. F 737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION (SHARED DRIVEWAY LEASE)

A 0.1167 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Lots 14 and 15, Block 5, El Paso International Airport Tracts Replat of Unit 3, as filed in Volume 28, Page 46, El Paso County Plat Records and being more particularly described by metes and bounds as follows:

COMMENCING at a chiseled "X" found in concrete along the northerly right-way-line of Montana Avenue (U.S. Hwy. No. 62/180) (100 feet wide); **WHENCE**, a chiseled "X" in concrete found on the northerly right-of-way line of said Montana Avenue and the westerly right-of-way line of Airway Boulevard (variable width), identical to the southeast corner of said Lot 15, bears North 81°10'07" East, a distance of 210.58 feet; **THENCE**, following the northerly right-of-way line of said Montana Avenue, North 81°10'07" West, a distance of 48.71 feet; **THENCE**, leaving the northerly right-of-way line of said Montana Avenue, North 08°49'53" West, a distance of 10.00 feet to the southwest corner and the **POINT OF BEGINNING** of the parcel herein described;

THENCE, North 08°49'53" West, a distance of 145.03 feet to the southerly boundary line of Lot 9, Block 5, El Paso International Airport Tracts Replat of Unit 3 for the northwest corner of the parcel herein described;

THENCE, following the southerly boundary line of said Lot 9, North 88°58'07" East, a distance of 35.99 feet to the northeast corner of the parcel herein described;

THENCE, leaving the south boundary line of said Lot 9, South 08°49'53" East, a distance of 140.15 feet to the southeast corner of the parcel herein described;

THENCE, South 81°10'07" West, a distance of 35.65 feet to the **POINT OF BEGINNING**.

Said Parcel containing 0.1167 acres (5,083.8 square feet), more or less, and being subject to any easements, restrictions or covenants of record.

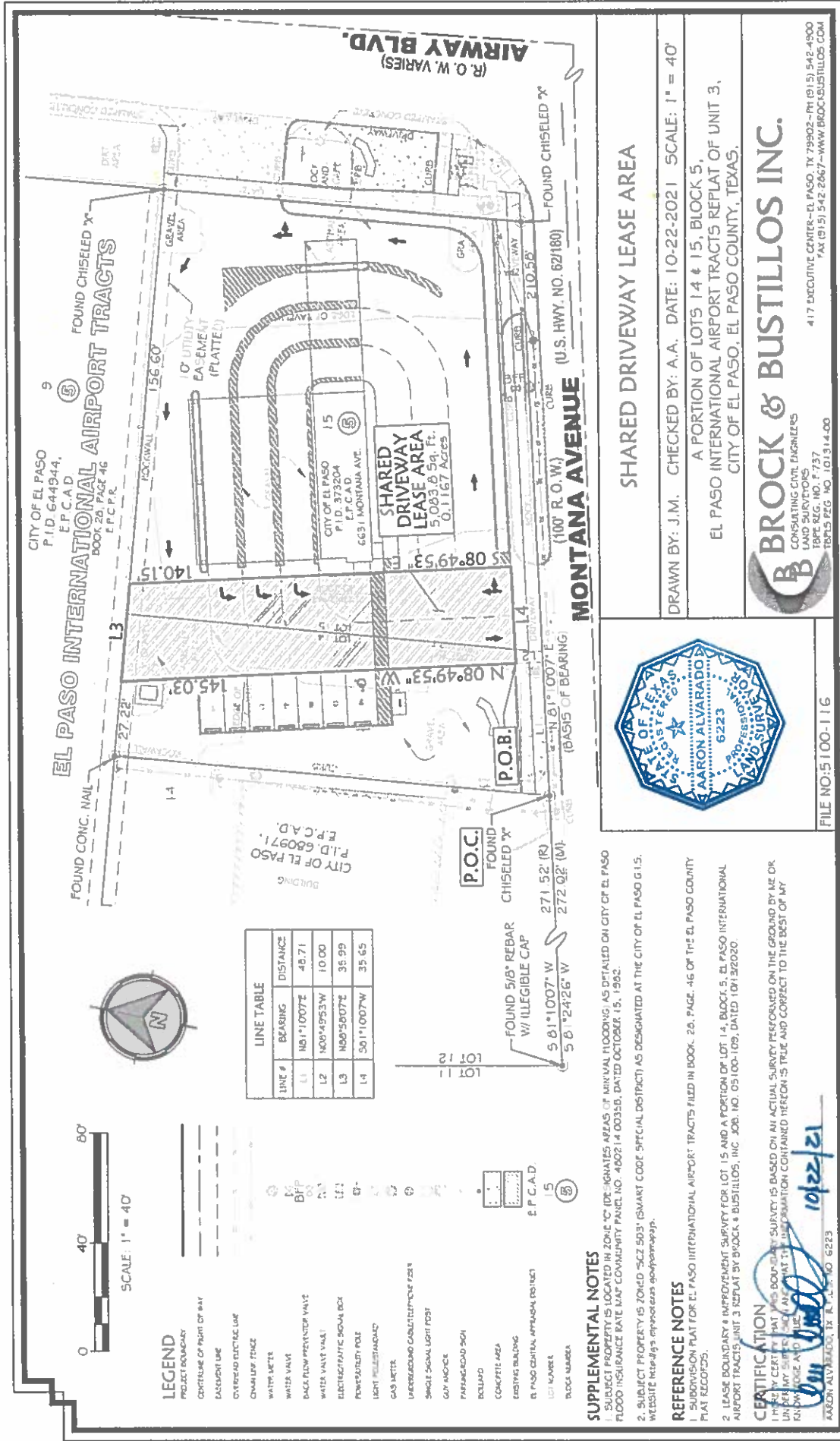

Aaron Alvarado, R.P.L.S. TX 6223

Date: October 22, 2021

05100-116-CRISOSTOMO DRIVEWAY LEASE-DESC.doc



Exhibit A - Premises





ROMAN BUSTILLOS, P.E.
President
RANDY P. BROCK, P.E.
Executive Vice President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying
TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION (PUBLIC ACCESS EASEMENT)

A 0.0483 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Lots 14 and 15, Block 5, El Paso International Airport Tracts Replat of Unit 3, as filed in Volume 28, Page 46, El Paso County Plat Records and being more particularly described by metes and bounds as follows:

BEGINNING at a chiseled "X" found in concrete along the northerly right-way-line of Montana Avenue (U.S. Hwy. No. 62/180) (100 feet wide); **WHENCE**, a 5/8 rebar with survey cap illegible found along the northerly right-of-way line of said Montana Avenue, identical to the southwest corner of Lot 12, Block 5, El Paso International Airport Tracts Replat of Unit 3, bears South 81°10'07" West (South 81°24'26" West~measured), a distance of 271.52 feet (272.02 feet~measured);

THENCE, leaving the northerly right-of-way line of said Montana Avenue, North 01°01'53" West, a distance of 10.09 feet to the northwest corner of the parcel herein described;

THENCE, North 81°10'07" East, a distance of 210.58 feet to the westerly right-of-way line of Airway Boulevard (variable width) for the northeast corner of the parcel herein described;

THENCE, following the westerly right-of-way line of said Airway Boulevard, South 01°01'53" East, a distance of 10.09 feet to a chiseled "X" found on the northerly right-of-way line of said Montana Avenue for the southwest corner of the parcel herein described;

THENCE, leaving the westerly right-of-way line of said Airway Boulevard and following the northerly right-of-way line of said Montana Avenue, South 81°10'07" West, a distance of 210.58 feet to the **POINT OF BEGINNING**.

Said Parcel containing 0.0483 acres (2,105.8 square feet), more or less, and being subject to any easements, restrictions or covenants of record.


Aaron Alvarado, R.P.L.S. TX 6223

Date: September 23, 2021

05100-116-PUBLIC ACCESS EASEMENT-DESC.doc



Exhibit A - Premises

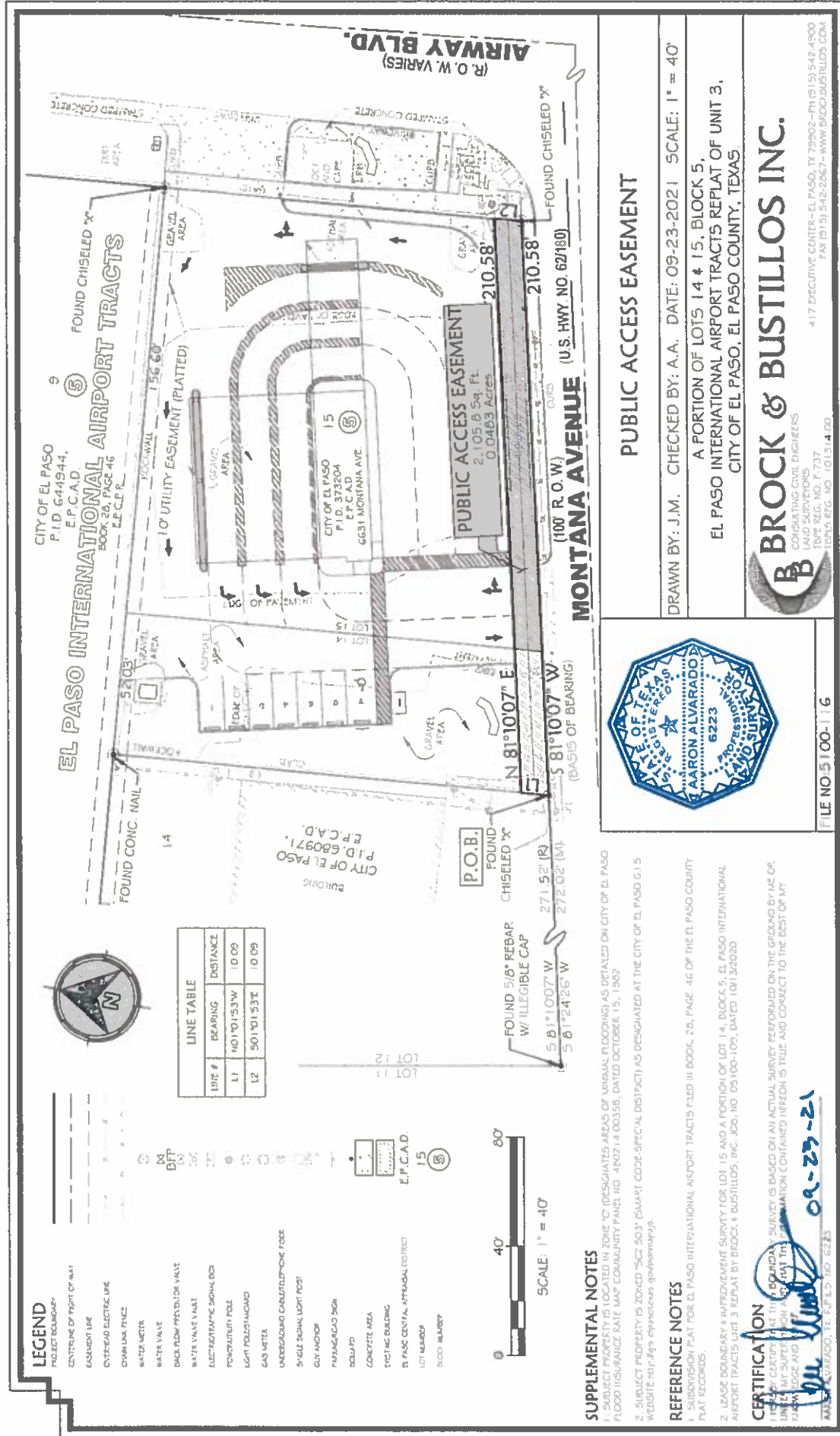


EXHIBIT "B"

RETAIL SITE DECLARATION OF COVENANTS AND RESTRICTIONS

ARTICLE I - DEFINITIONS

Whenever used in this instrument or as used within the Lease to which this instrument is attached, the following terms shall have the following meanings:

- A. **"AIRPORT"** shall mean the El Paso International Airport as depicted on the Airport Layout Plan.
- B. **"BUILDING"** shall include all buildings and all projections or extensions therefrom, including any garages, outside platforms and docks, carports, canopies and porches, excluding ground cover.
- C. **"LOT COVERAGE"** shall mean the surface area of the Premises that may be covered by Buildings, expressed as a percentage of the total lot area.
- D. **"BUILDING SITE"** shall mean the entire Premises leased by Lessee and shown as "Premises" in **EXHIBIT "A"** of the Lease.
- E. **"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.
- F. **"COVENANTS"** shall mean the lease restrictions and covenants expressed within this instrument, as attached and incorporated into the Lease.
- G. **"DIRECTOR OF AVIATION"** or **"DIRECTOR"** shall mean the Director of Aviation of the Airport.
- H. **"FAA"** shall mean the Federal Aviation Administration of the U. S. Government or any federal agencies succeeding to its jurisdiction.
- I. **"LESSEE"** shall mean Ansures & Son, LLC.
- J. **"LESSOR"** shall mean the City of El Paso.
- K. **"PERMITTED USES"** shall mean the uses, which may be engaged in upon the Premises.
- L. **"PREMISES"** the property as identified in Article I and more fully described in **EXHIBIT "A"** of the Lease.

- M. **"SETBACK"** shall mean the distance a building must be set back from the property line of the Premises.
- N. **"STREET"** shall mean any street, highway or other public thoroughfare recognized by the City.

ARTICLE II - PERMITTED USES AND PERFORMANCE STANDARDS

A. **Permitted Uses.** No building, structure or land provided to Lessee pursuant to the Lease shall be used by Lessee for any purpose other than for a commercial parcel for restaurant uses, as more fully described within the Lease. Lessee shall not operate or permit others to operate an auto rental concession or business on the Premises. Also, Lessee shall not operate or permit others to operate an auto parking concession or business on the Premises except to the extent necessary to provide parking for restaurant guests, visitors and employees. All uses not expressly granted in this section or otherwise expressly permitted by the Lease are prohibited.

B. **Performance Standards.** Subject to the limited exceptions arising related to the construction activities required for the improvements contemplated by the Lease and provided that such instances are the result of standard construction activities, the Premises shall not be used or occupied in any manner so as to create any dangerous, noxious, or otherwise objectionable conditions which may affect any other property, including, but not limited to:

- (i) Fire, explosive or other hazardous noise, vibration or shock;
- (ii) Smoke, dust, odor or other forms of air pollution;
- (iii) Heat;
- (iv) Glare;
- (v) Electrical or other disturbance; or
- (vi) Liquid or solid refuse wastes or other substances, conditions or elements in such a manner or in such an amount as to affect the surrounding area or adjoining properties.

C. **Fire and Explosive Hazards.** No activity shall be undertaken involving fire or explosive hazard which shall endanger the property, improvements or employees of Lessor or any other property owner or lessee.

D. **Noise.** No noise, other than from the operation of motor vehicles or aircraft, which is objectionable to a person of normal sensibilities shall be permitted within fifty (50) feet of the property line of the Premises.

E. **Air Pollution.** No activity of any type shall be conducted or permitted on the Premises which violates any applicable federal, state, or local law, rule or regulation.

F. **Dust Control.** All ground areas that will not be covered by structures shall be landscaped or surfaced with concrete, asphalt concrete, asphalt oil or other comparable dust free surfacing

permitted by applicable City and State regulation and shall be maintained in good condition, free of weeds, dust, trash and other debris; and shall be properly drained and graded.

G. 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 of the Premises.

H. Electronic or Radio Interference. No electrical, electronic, or radio emissions shall be produced on the Premises that may interfere, obstruct, or adversely affect the operation of air navigation aids or Airport communications.

I. Illumination/Exterior Lighting.

- (i) **Exterior Lighting.** The design and location of exterior lighting shall comply in all respects to the applicable requirements of the City, the FAA or successor agencies, and any 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.
- (ii) **Interior Lighting.** The source of illumination of any kind within any Building on the Premises shall not be visible at the property line, except for normal installation of standard interior lighting fixtures within buildings.

J. Signs. The number, size, design, and location of all signs displayed for observation from outside a Building whether displayed on, near, or within a Building shall be subject to prior written approval by the Director. Further, all such signs shall comply with Title 21 Smart Code of the City of El Paso, as amended, all applicable sign ordinances and building codes of the City of El Paso, and with all rules and regulations of the FAA, or any successor agencies.

Signs on the Premises shall be limited to those identifying the uses conducted on the Premises and to those necessary for directional purposes. Notwithstanding anything to the contrary contained herein, the Director will not unreasonably withhold approval of signs that, when applicable, are consistent with the prototype design of a nationally/regionally recognized retail brand licensor/franchisor; provided, however, that no outdoor advertising, billboards or flashing lighting shall be permitted.

K. Refuse or Trash. No refuse or trash shall be kept, stored or allowed to accumulate on the Premises, except as expressly permitted by the Lease.

L. Storage. All storage of every type, except of automobiles or aircraft, shall be within approved Buildings or enclosures. Storage shall be expressly prohibited outside of approved Buildings or enclosures, including but not limited to the storage of parts, service equipment or similar items.

M. Sewage Disposal Systems. No cesspool, septic tank or other sewage disposal system or device shall be installed, maintained or used upon the Premises without the written approval of the Lessor.

ARTICLE III - DEVELOPMENT OF SITE-REQUIRED IMPROVEMENTS

A. Required Parking. Parking facilities shall be provided in accordance with Title 21 Smart Code of the City of El Paso, as amended, and all applicable City, state and federal laws, rules and regulations, and shall be entirely sufficient for the parking of all vehicles necessary for the conduct of the restaurant and other permitted uses of the Premises. Such parking facilities, both on-street and off-street parking, shall comply with all applicable City, state and federal laws, including, but not limited to, the American with Disabilities Act. 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 restaurant and other permitted uses on the Premises shall also comply with all applicable City, state and federal laws, rules and regulations.

C. Setbacks. All Building setbacks shall comply with Title 21 Smart Code of the City of El Paso, as amended. This provision applies to the entirety of the Premises, unless the requirements of the City of El Paso, through its planning and zoning requirements or otherwise, shall be more restrictive, in which case the more restrictive requirements shall apply.

D. Landscaping. Every lot on the Premises for which a Building shall be constructed must be landscaped in accordance with the standards established by Title 21 Smart Code of the City of El Paso, as amended. This provision applies to the entirety of the Premises, unless the requirements of the City of El Paso, through its planning and zoning requirements or otherwise, shall be more restrictive, in which case the more restrictive requirements shall apply. Lessee is also encouraged to expand landscape development plans to include such elements as sculptures, rock arrangements and sheltered outdoor seating areas, all subject to design approval by the Director or authorized agent prior to installation.

E. Building Heights. All building heights shall conform to standards established by Title 21 Smart of the City of El Paso, as amended; in addition to FAA rules and regulations and shall require prior written approval of the Director. The term "building height" shall include any Building equipment, structures or other extrusions from the roof.

F. Lot Coverage. All Buildings and structures, or portions thereof, excluding paving and landscaping, placed on the Premises shall be constructed in compliance with Title 21 Smart Code of the City of El Paso, as amended. This provision applies to each individual lot .

G. Type of Construction. All Buildings shall be constructed in compliance with the Architectural Design Standards defined in Title 21 Smart Code of the City of El Paso, as amended. In addition, concrete or masonry units shall be kept neatly painted, if used. Pre-fabricated metal

buildings are specifically prohibited. All Buildings shall conform to applicable laws, ordinances and building codes of the City.

H. Storage and Vehicle Loading Area. All outside storage and refuse areas shall be constructed and contained to eliminate odors, insects, dust, visual nuisances, and other similar nuisances.

No materials, supplies, or equipment, including Lessee-owned or Lessee-operated trucks, shall be stored in an area on the Premises, except inside a closed Building, behind a barrier completely screening such areas from view of adjoining Lots or Streets.

All provisions for the loading and maneuvering of vehicles incidental to the operation of the restaurant or other permitted uses shall be placed on the Premises and shall not encroach into Setback areas except the side and rear setback area; on street 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 completely screened from view of adjoining lots or Streets.

I. Pipes. No water pipe, sewer pipe or drainage pipe (other than those within structures) shall be installed or maintained upon the Premises above the surface of the ground, except hoses and moveable pipes used for irrigation or similar purposes, as approved by the Director.

ARTICLE IV - PREPARATION AND SUBMISSION OF PLANS FOR IMPROVEMENT

A. General. All plans for alterations to the Premises in excess of FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00) ("Material Amount"), either for the construction of additional facilities or alterations to existing Buildings, including repairs, shall be prepared, submitted and approved as outlined herein. This requirement shall be in addition to the requirements set forth in the Lease but shall not be applicable to alterations that are less than the Material Amount. All initial plans for improvements to each site shall be prepared by registered engineers and architects, and shall require the prior written approval by the Director before any construction may begin ("Initial Plans"). Such approval from the Director shall not be unreasonably withheld. Notwithstanding anything to the contrary contained herein, the Director will not withhold its approval of the Initial Plans and Final Plans (including but not limited to the plans for repairs or alterations to existing Buildings) provided that, when applicable, such plans are consistent with the prototype design of the restaurant brand franchisor or the retail brand licensor/franchisor.

The Director shall provide written approval or disapproval of any submitted plans, and comments explaining such disapproval, within the timelines established below. The Initial Plans for proposed improvements shall include the following:

- (i) A plot plan at a scale not smaller than one (1) inch equaling one hundred (100) feet showing the relationship of the proposed improvements to the Premises and to the improvements on adjacent lots, utilities and access thereto, curbs, walks, driveways, parking areas, and other pertinent design information;

- (ii) Preliminary schematic plans for the improvements showing typical, general layouts for the restaurant site, landscaping areas, driveways and other related sites to be constructed on the Premises;
- (iii) Ground cover plans, including landscaping;
- (iv) A true architectural rendering of the proposed Buildings, including elevations, the proposed exterior color scheme, style, materials and design and placement of signs; and
- (v) Any other plans, specifications or design features which the Director may reasonably deem necessary and request.

C. Codes and Regulations. All improvements shall be planned and constructed in accordance with Title 21 Smart Code of the City of El Paso, as amended, the laws and ordinances of the City, as amended, applicable building codes as amended, all applicable State and Federal laws as amended, and all rules and regulations of the FAA or any successor agencies; as amended. Notwithstanding anything to the contrary contained herein, Lessor acknowledges that Lessee's agreement to comply with the Codes and Regulations does not equate to or require Lessee's waiver of any grandfathered or vested rights.

D. Approval of Initial Plans. The Director shall review the Initial Plans and, in the Director's sole discretion, within fifteen (15) business days after submission either: (i) approve the Initial Plans, or (ii) advise Lessee in writing and with reasonable specificity the reason(s) for non-approval. In the latter event, Lessee, by its appropriate representatives shall proceed with due diligence and good faith to meet and resolve outstanding issues so that the Initial Plans (as they may be revised) are approved.

E. Approval of Plans. Following approval of the Initial Plans, Lessee shall prepare and submit to the Director specifications for the construction of the improvements ("Construction Specifications"), and any subsequent alterations, renovations, additions, and improvements thereto, all in sufficient detail to allow the Director to determine that the proposed construction will comply with the requirements of Paragraph C above and otherwise comply with the provisions of the Lease. If the Director determines that the Construction Specifications do not so comply, the Director shall advise Lessee in writing, specifying in reasonable detail the areas of noncompliance, within fifteen (15) business days ("Approval Period") of the date said Construction Specifications were submitted for approval. In the event that Director and Lessee are not able to resolve outstanding issues with the Construction Specifications, Lessee may, at its option, engage a mediator to provide assistance in the resolution of such dispute.

F. Commitment to Construct. Once the Director approves Construction Specifications for any structure, a copy of the approved plans shall be deposited for permanent record with the Airport. Approval of these plans by the Director shall constitute a commitment on the part of the Lessee to obtain all required permits and licenses and, to erect and maintain the improvements as proposed and approved, and to do so within the time period set forth in the Lease.

G. 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 specified, provided that in no event shall such construction period exceed those timelines established within the Lease. Failure to complete such construction in the time specified shall be considered a default as set forth within the Lease.

H. Plans for Alteration in Improvements. All plans for alterations to the Premises in excess of FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00), either for the construction of additional facilities or alterations to existing Buildings, including repairs, shall be prepared, submitted and approved as outlined in Paragraph E above, and shall be subject to the same restrictions as herein provided, including those applicable provisions of the Lease.

I. Construction Without Approval. If any structure shall be altered, erected, placed or maintained upon the Premises other than in accordance with the requirements of these Covenants and the Lease, including the plans and specifications approved by the City, such alterations, erection and maintenance shall be deemed to have been undertaken without the approvals required herein. This restriction shall be applicable to landscaping plans and signage plans as well as architectural plans.

In the event of such construction without approval, the Lessee will be considered in default of the Lease and the City may terminate said Lease, in accordance with the provisions set forth therein.

ARTICLE V - GENERAL PROVISIONS

A. Maintenance of Premises. Lessee shall, at its sole cost and expense, provide for the maintenance of the Premises and the Buildings, improvements and appurtenances thereto, in a presentable condition consistent with good business practice and equal in appearance and character to other similar improvements on the Airport.

B. Housekeeping. If accumulations of weeds, or rubbish are permitted to remain on the Premises more than ten (10) days after a request in writing from Lessor to have them removed, the Lessor or its authorized agent may enter upon the Premises for the purpose of removing same by whatever means it deems necessary. Such entry shall not be deemed a trespass and the Lessor shall not be subject to any liability therefore. The cost of such work shall be borne by the Lessee and shall be paid to the Lessor within thirty (30) days from the date Lessee is provided notice of such costs.

C. Maintenance of Landscaping. If landscaped areas are not maintained in accordance with the standards prescribed under this Lease and these Covenants, and the condition is not corrected within ten (10) days after written notice from the Lessor, the Director or authorized agent shall have the right to enter on the Premises and plant or replant such areas without being deemed guilty of trespass and without incurring any liability. The costs therefore, as determined by the Lessor, shall be paid by the Lessee to the Lessor within thirty (30) days from Lessee's receipt of notice of such costs.

D. Use Permits. Such use and occupancy permits as may be required by the Building Code of the City shall be maintained in force at all time by Lessee, at its sole cost. To the extent legally permitted, Lessor shall cooperate with Lessee in obtaining any such required use and occupancy permits.

E. Failure to Enforce a Restriction. The Lessor may fail to enforce any restriction herein specified, but in no event should such failure be deemed a waiver of that particular restriction or of these Covenants or the right to enforce any restriction at a later date.

[END OF COVENANTS]



Legislation Text

File #: 21-1377, 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

Parks and Recreation, Ben Fyffe, (915) 212-1766

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.

That the Purchasing & Strategic Sourcing Director is authorized to notify Ace Government Services, LLC that the City is terminating Contract 2020-520 Water Parks Janitorial Service for convenience, pursuant to the provisions and requirements of the Purchase Order Terms and Conditions, and that the termination shall be effective as of December 7, 2021.

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

AGENDA DATE: December 7, 2021

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Ben Fyffe, Managing Director, Parks & Recreation (915) 212-1766

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:

That the Purchasing & Strategic Sourcing Director is authorized to notify Ace Government Services, LLC that the City is terminating Contract 2020-520 Water Parks Janitorial Service for convenience, pursuant to the provisions and requirements of the Purchase Order Terms and Conditions, and that the termination shall be effective as of December 7, 2021.

BACKGROUND / DISCUSSION:

Services provided by Ace Government Services, LLC. are no longer needed by the City of El Paso Parks and Recreation Department. SMG as the manager for the Water Parks will contract these services.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

N/A

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

On March 3, 2020 City Council approved the award of contract 2020-520 Water Parks Janitorial Services for a three (3) year term for a total amount of \$689,206.32.

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Parks and Recreation Department

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Ben Fyffe – Managing Director

**COUNCIL PROJECT FORM
(Termination)**

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

Please place the following item on the **CONSENT** agenda for the Council Meeting of **December 7, 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.

That the Purchasing & Strategic Sourcing Director is authorized to notify Ace Government Services, LLC that the City is terminating Contract 2020-520 Water Parks Janitorial Service for convenience, pursuant to the provisions and requirements of the Purchase Order Terms and Conditions, and that the termination shall be effective as of December 7, 2021.

RESOLUTION

WHEREAS, on March 3, 2020 the City of El Paso ("City") awarded Contract No. 2020-520 Water Parks Janitorial Service to Ace Government Services, LLC ("Vendor");

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 2020-520 Water Parks Janitorial Service for convenience, pursuant to the provisions and requirement of a Purchase Order Terms and Conditions, and that the termination shall be effective as of December 7, 2021.

APPROVED this _____ day of _____, 2021.

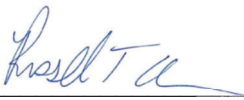
THE CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Bruce D. Collins, Director
Purchasing and Strategic Sourcing

APPROVED AS TO CONTENT:



Benjamin E. Fyffe, Managing Director
Parks & Recreations Department

To: Bruce D. Collins, CPPO
Director of Purchasing & Strategic Sourcing

Thru: Paula Salas
Purchasing Agent

From: Edward Rodriguez
Procurement Analyst

Date: December 7, 2021

Subject: 2020-520 Water Parks Janitorial Service

Please place the following item on the **CONSENT** agenda for the Council Meeting of **December 7, 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.

That the Purchasing & Strategic Sourcing Director is authorized to notify Ace Government Services, LLC that the City is terminating Contract 2020-520 Water Parks Janitorial Service for convenience, pursuant to the provisions and requirements of the Purchase Order Terms and Conditions, and that the termination shall be effective as of December 7, 2021.

Contact Person:

Purchasing & Strategic Sourcing, Bruce D. Collins, (915) 212-1181
Parks and Recreation Department, Ben Fyffe, (915) 212-1766



Legislation Text

File #: 21-1380, 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

Parks and Recreation, Ben Fyffe, (915) 212-1766

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.

That the Purchasing & Strategic Sourcing Director is authorized to notify Borrego Enterprises, Inc. that the City is terminating Contract 2020-546 Water Parks Concession for convenience, pursuant to the provisions and requirements of the Purchase Order Terms and Conditions, and that the termination shall be effective as of December 7, 2021.

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

AGENDA DATE: December 7, 2021

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Ben Fyffe, Managing Director, Parks and Recreation (915) 212-1766

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:

That the Purchasing & Strategic Sourcing Director is authorized to notify Borrego Enterprises, Inc. that the City is terminating Contract 2020-546 Water Parks Concession for convenience, pursuant to the provisions and requirements of the Purchase Order Terms and Conditions, and that the termination shall be effective as of December 7, 2021.

BACKGROUND / DISCUSSION:

Services provided by Borrego Enterprises, Inc. are no longer needed by the City of El Paso Parks and Recreation Department. SMG as the manager for the Water Parks will contract these services.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

N/A

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

On January 7, 2020 City Council approved the award of contract 2020-546 Water Parks Concession for a term of 2 years with three 1-year options to extend beginning on the Commencement Date, for a concessionaire fee of 18% of the gross revenue to be paid to the City.

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Parks and Recreation Department

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Ben Fyffe – Managing Director

**COUNCIL PROJECT FORM
(Termination)**

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

Please place the following item on the **CONSENT** agenda for the Council Meeting of **December 7, 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.

That the Purchasing & Strategic Sourcing Director is authorized to notify Borrego Enterprises, Inc. that the City is terminating Contract 2020-546 Water Parks Concession for convenience, pursuant to the provisions and requirements of the Purchase Order Terms and Conditions, and that the termination shall be effective as of November 23, 2021.

RESOLUTION

WHEREAS, on January 7, 2020 the City of El Paso ("City") awarded Contract No. 2020-546 Water Parks Concession to Borrego Enterprises, Inc ("Vendor"); and

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 2020-546 Water Parks Concession for convenience, pursuant to the provisions and requirement of a Purchase Order Terms and Conditions, and that the termination shall be effective as of December 7, 2021.

APPROVED this _____ day of _____, 2021.

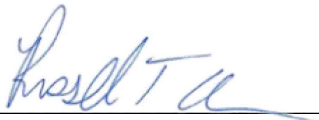
THE CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Bruce D. Collins, Director
Purchasing and Strategic Sourcing

APPROVED AS TO CONTENT:



Benjamin E. Fyffe, Managing Director
Parks & Recreation Department

To: Bruce D. Collins, CPPO
Director of Purchasing & Strategic Sourcing

Thru: Paula Salas
Purchasing Agent

From: Edward Rodriguez
Procurement Analyst

Date: December 7, 2021

Subject: 2020-546 Water Park Cleaning Services

Please place the following item on the **CONSENT** agenda for the Council Meeting of **December 7, 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.

That the Purchasing & Strategic Sourcing Director is authorized to notify Borrego Enterprises, Inc. that the City is terminating Contract 2020-546 Water Parks Concession for convenience, pursuant to the provisions and requirements of the Purchase Order Terms and Conditions, and that the termination shall be effective as of December 7, 2021.

Contact Person:

Purchasing & Strategic Sourcing, Bruce D. Collins, (915) 212-1181
Parks and Recreation Department, Ben Fyffe, (915) 212-1766



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-1383, 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.

A Resolution that the City of El Paso appoint Jackie York as a regular appointee to the Central Appraisal District Board of Directors.

DATE: November 30, 2021

TO: City Clerk

FROM: Mayor Oscar Leaser

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 December 7, 2021

Item should read as follows: A Resolution that the City of El Paso appoint Jackie York as a regular appointee to the Central Appraisal District Board of Directors.

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Central Appraisal District Board of Directors

NOMINATED BY: Oscar Leaser DISTRICT: Mayor

NAME OF APPOINTEE Jackie York
(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: _____

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: Jackie York

EXPIRATION DATE OF INCUMBENT: 12/31/2021

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: X

RESIGNED _____

REMOVED _____

DATE OF APPOINTMENT: 12/7/2021

TERM BEGINS ON : 01/01/2022

EXPIRATION DATE OF NEW APPOINTEE: 12/31/2023

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: X

2nd TERM: _____

UNEXPIRED TERM: _____



Jackie York

- Realtor for 20 years
- **Community Involvement:** YISD Partner in Education (7 yrs), Former Board of Director and President Elect of Family service of El Paso, provides turkeys to under privilege families from Rio Bravo Middle School (8 yrs), Past Volunteer Houchen Center
- **Real Estate Involvement Local :** Greater El Paso Association of Realtor President Elect 2021, Secretary Treasurer 2020, Board of Director 2008,2009,2016,2017,2018,2019, Chair of budget and Finance 2020, Governmental Affairs Committee (2007,2018,2019,2020,2021) , Grievance 2007,2008, Professional Standards 2015, Community Investment 2019,2020,2021, TREPAC Chair 2007 and committee 2006-2021 Woman's Council of Realtors President 2017
Real Estate Involvement Texas Association of Realtors: TREPAC Trustee for El Paso Region 2018,2019,2020,2021, TAR PAG committee 2017-2020, Education Committee, Distinguished Award Committee, Chair of Recognition Committee
- **Designation and Awards:** National Awards: Top 250 Agents for NAREP(nationwide) 2018,2019,2020 , Beyond Excellence, Quality Service 2008- present, WCR Entrepreneur Of the Year 2013, Top Gun with ERA, President Circle Century 21
- **Local Awards:** Best of the Border 2009, Top 25 Realtors in El Paso, Top Agent Century 21 2008-2020, Greater El Paso Association of Realtors Salesman of the Year 2017



Jackie has lived in El Paso for the last 48 years. She is married for 33 years and has 3 Boys. She is a top producing agent in El Paso with over 20 years of experience. She loves selling homes in El Paso as she believes El Paso offers an exceptional quality of life, diverse culture and a tight knit community.

She is active in the community and loves to volunteer and give back to the Place She calls Home “ El Paso”



RESOLUTION

WHEREAS, the City of El Paso (“City”) is entitled to appoint two members to the El Paso Central Appraisal District Board; and

WHEREAS, the City desires to appoint Jackie York as one of its members to the El Paso Central Appraisal District Board.

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

That Jackie York is hereby appointed to the El Paso Central Appraisal District Board of Directors to serve from January 1, 2022 through December 31, 2023.

APPROVED this ____ day of _____ December 2021.

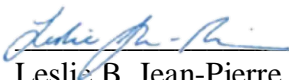
CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-1384, **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.

A Resolution that the City of El Paso appoint Tanny Berg as a regular appointee to the Central Appraisal District Board of Directors.

DATE: November 30, 2021

TO: City Clerk

FROM: Mayor Oscar Leaser

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 December 7, 2021

Item should read as follows: A Resolution that the City of El Paso appoint Tanny Berg as a regular appointee to the Central Appraisal District Board of Directors.

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Central Appraisal District Board of Directors

NOMINATED BY: Oscar Leaser DISTRICT: Mayor

NAME OF APPOINTEE Tanny Berg
(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: X NO _____

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: CAMINO REAL REGIONAL MOBILITY AUTHORITY AND OTHERS (SEE ATTACHED BIO) _____

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: Tanny Berg

EXPIRATION DATE OF INCUMBENT: 12/31/2021

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: X
RESIGNED _____
REMOVED _____

DATE OF APPOINTMENT: 12/7/2021

TERM BEGINS ON : 01/01/2022

EXPIRATION DATE OF NEW APPOINTEE: 12/31/2023

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: X

2nd TERM: _____

UNEXPIRED TERM: _____

Tanny Berg

Mr. Tanny Berg has been an active commercial real estate developer and investor for over forty years. A resident of El Paso since 1952, Mr. Berg attended public schools in El Paso and received his Bachelor of Business Arts Degree with an emphasis in Accounting from the University of Texas at El Paso in 1970 and immediately joined Jack Berg Sales Company, an international importer and distributor of electronics, founded by his father, the late Jack S. Berg, in 1952.

Throughout the last over forty years, Mr. Berg owns or is a partner in Berg Properties, Berg Investment Company, Baruch Properties LP, B/W Joint Venture, Micropartners LP, Micropartners West LP, The Shalom Group LP, and EP Shalom LP, which entities control many shopping centers, office parks, hotels, industrial developments, and downtown redevelopment projects in El Paso, Texas. In addition, Mr. Berg has been very active in various civic and not for profit associations. He was a founder and past chair for 16 years of the Central Business Association, a downtown consortium dedicated to urban revitalization, as well as past chairman of the board of the El Paso Hispanic Chamber of Commerce, the El Paso Child Crisis Center, Las Palmas Medical Center of El Paso and again of the now combined boards of Las Palmas and Del Sol Hospitals (the Hospital Corporation of America (HCA) System in El Paso), and for three years at Unite El Paso, a grass roots citizens empowering organization created to engage El Pasoans in identifying and resolving critical political and social deficiencies affecting the Paso Del Norte regions economic growth and stability - to name just a few organizations.

Currently he is passionately and actively engaged in organizing and developing an El Paso based food bank, El Pasoans Fighting Hunger, affiliated with Feeding America, the national consortium of food banks, to address the profound crisis of hunger in the greater El Paso community. In addition, Mr. Berg is serving or has served on the governing or advisory boards of KCOS Public Television, the El Paso International Airport, the El Paso Tax Increment Financing Board, the City of El Paso Industrial Bond Advisory Board, Wells Fargo Bank Advisory Board of El Paso, the El Paso/Juarez World Trade Center, the El Paso Downtown Management District, the El Paso Times Advisory Board, the Rio Grande Girl Scouts Council, the Children's Trust Fund of Texas, the UTEP Alumni Association, and IHS Hospital Corporation in El Paso as well as many others. He is also a proud member of LULAC Council 335.

Mr. Berg has been interviewed on the "MacNeil/Lehrer Report" news program on PBS and has been quoted in the national publication "The Economist" on business issues relating to the border. Mr. Berg was also a founder and past chair of the El Paso Hebrew Day School, past president of Congregation B'nai Zion in El Paso, and has served on the National Board of Directors of the United Synagogue of America. In 2002, Mr. Berg was named the United States Small Business Association's Regional Small Business Advocate of the Year.

RESOLUTION

WHEREAS, the City of El Paso (“City”) is entitled to appoint two members to the El Paso Central Appraisal District Board; and

WHEREAS, the City desires to appoint Tanny Berg as one of its members to the El Paso Central Appraisal District Board.

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

That Tanny Berg is hereby appointed to the El Paso Central Appraisal District Board of Directors to serve from January 1, 2022 through December 31, 2023.

APPROVED this ____ day of _____ December 2021.

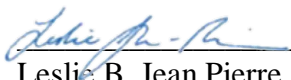
CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean Pierre
Assistant City Attorney



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-1399, **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.

Jose L. Reyes to the City Plan Commission by Representative Henry Rivera, District 7.

DATE: 12/1/2021

TO: City Clerk

FROM: City Representative Henry Rivera, District 7

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 December 7, 2021

Item should read as follows: Appointment of Jose L. Reyes to the City Plan Commission by City Representative Henry Rivera, District 7

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: City Plan Commission

NOMINATED BY: City Representative Henry Rivera DISTRICT: 7

NAME OF APPOINTEE Jose L. Reyes
(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: Jose L. Reyes

EXPIRATION DATE OF INCUMBENT: 10/18/2021

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: X
RESIGNED _____
REMOVED _____

DATE OF APPOINTMENT: 12/7/2021

TERM BEGINS ON: 10/19/2021

EXPIRATION DATE OF NEW APPOINTEE: 10/18/2023

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: X

2nd TERM: _____

UNEXPIRED TERM: _____

Jose L. Reyes, P.E.

Professional Engineer / Project Manager

Dannenbaum Engineering - El Paso, LLC - Division Manager



EDUCATION:

BS, Civil Engineering University of Texas at El Paso - 1994

PROFESSIONAL ASSOCIATIONS & CERTIFICATIONS:

- Professional Engineer, Texas No. 91964
- ASCE - The American Society of Civil Engineering
- NSPE - National Society of Professional Engineers
- Down Syndrome Association of El Paso
- El Paso Chamber - Transportation Committee

PROFESSIONAL EXPERIENCE:

2012 - Current	Dannenbaum Engineering - El Paso, LLC
1997 - 2012	Parkhill, Smith & Cooper, Inc. - El Paso, Texas
1994 - 1997	Texas Department of Transportation, Lubbock

Mr. Reyes has over 25-years of experience in Transportation and Civil Engineering which includes highway, roadway design and SITE project management, site grading, drainage, traffic control and storm water pollution prevention plan (SW3P). His experience also includes Roadway Master Drainage Studies, Street and Storm Drain Design Systems, Specifications and Estimates with over 15 years of project management experience. Mr. Reyes has extensive experience managing high profile projects in our area with innovative techniques and design concepts which have contributed to the success of the projects. Some of the projects he has recently managed are as follows:

- **TXDOT, US 62/180 MONTANA AVE. WIDENING, EL PASO, TEXAS** - Mr. Reyes managed the design team for the US 62/180 Montana Ave. Widening project, this \$144M project entailed the designed and preparation of construction plans (PS&E) from Global Reach Dr. to .5 miles East of Loop 375 (Joe Battle Blvd.). The project included the design of three controlled-access main lanes and 3 lane frontage roads in each direction.
 - **TXDOT, EL PASO DISTRICT, STATE LOOP 375 (PURPLE HEART MEMORIAL HIGHWAY), EL PASO, TEXAS** - Mr. Reyes was the Project Manager for the \$55 million project with a scope that included widening Loop 375 from 4 to 6 lanes on main lanes and construction of 2-lane frontage road in each direction from Spur 601 to Montana Avenue.
 - **CRRMA, STATE LOOP 375 WIDENING PROJECT, EL PASO, TEXAS** - Mr. Reyes managed the design for this \$35M project which entailed the widening of the SL 375 by adding one lane in each direction from Bob Hope Dr. to Zaragoza Rd. This project consisted of the widening of 15 Bridge Structures, PS&E, Utility Coordination, Surveying, upgrading existing Storm Drain System, Illumination, ITS, Bridge Design CRCP, Safety Appurtenances, Signing, Striping and Landscaping.
 - **TXDOT, EL PASO DISTRICT - PROGRAM MANAGEMENT CONSULTANT (PMC), EL PASO, TEXAS** - This project also includes management and or performance of PS&E services for a Program estimated at \$1.2 billion. Mr. Reyes managed 26 Work Authorizations issued by TxDOT for this contract. He managed teams consisting of not only Dannenbaum Engineering personnel but also subconsultants as well as providing oversight and design services to TxDOT under this Contract.
-



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-1400, **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 Joe Molinar, (915) 212-0004

AGENDA LANGUAGE:

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

Diana E. Origel-Gutierrez to the City Plan Commission by Representative Joe Molinar, District 4.

DATE: November 30, 2021

TO: City Clerk

FROM: City Representative Joe Molinar

ADDRESS: 300 N. Campbell St. 2nd floor, El Paso, TX TELEPHONE 915-212-0004

Please place the following item on the (Check one): CONSENT XXX REGULAR _____

Agenda for the Council Meeting of December 7, 2021

Appointment of Diana E. Origel-Gutierrez to the City Plan Commission by City Representative

Item should read as follows: Joe Molinar, District 4.

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: City Plan Commission

NOMINATED BY: City Representative Joe Molinar DISTRICT: 4

NAME OF APPOINTEE Diana E. Origel-Gutierrez
(Please verify correct spelling of name)

E-MAIL ADDRESS: _____

BUSINESS ADDRESS: _____

CITY: _____ ST: _____ ZIP: _____ PHONE: _____

HOME ADDRESS: _____

CITY: _____ ST: _____ ZIP: _____ PHONE: _____

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? YES: ____ NO X

IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE: N/A

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES: N/A

LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

NAME OF INCUMBENT: Daniel Carey-Whalen

EXPIRATION DATE OF INCUMBENT: 12/1/2021

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: X
RESIGNED _____
REMOVED _____

DATE OF APPOINTMENT: December 7, 2021

TERM BEGINS ON : December 2, 2021

EXPIRATION DATE OF NEW APPOINTEE: December 1, 2023

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: X

2nd TERM: _____

UNEXPIRED TERM: _____

Human Resources Professional

Confident, Resourceful Human Resources Professional, with academic background in human resources management and hands-on experience hiring, training, and developing employees in the United States and Internationally

Acknowledged strengths include:

Labor Policies	Employee Selection	Policy Formulation Standards
Employee Orientation	Interviewing	OSHA Standards
Equal Employment Opportunity	Employee Record Systems	Health Insurance Packages
U.S. Labor Laws	On-the-Job Training	SEMARNAT – Mexican
Employee Payroll Systems	Staff Supervision	Environmental / Natural
Mexican Labor Law		Resources

Employment History

Retired

2011 – Present

Human Resources Manager

2006 – 2011 JM Smucker Company – Eagle Brand Company, El Paso, Texas

Responsible for all aspects of employee development including the interviewing, hiring, and training of the professional and hourly labor force. Developed an Environmental/ Safety program utilizing OSHA Standards. Managed all elements of the payroll processes; health insurance program and record keeping. Developed the employee handbook utilizing labor law standards.

National and International Human Resources Director

1998- 2006 Stoneridge Electronics Company/ TED Mexico , El Paso, Texas & Cd. Juarez, Mexico

Responsible for both U.S. and Mexican employee labor relations in two electronic manufacturing locations. One facility located in El Paso, Texas and a facility located in Cd. Juarez, Mexico. Responsible for a one-million-dollar budget to be utilized in the day-to-day management and direction of several departments: human resources, medical department, safety and environmental department, payroll department, cafeteria department and educational/training department. Developed and administered Mexican compensation, benefits, and performance management systems.

Human Resources Director

1989 – 1998 VF Corporation – Lee Jeans Company, El Paso, Texas, and San Juan, Costa Rica

Supported over 2,000 employees located in five (5) denim jean manufacturing facilities in El Paso, Texas and one (1) manufacturing facility in San Juan, Costa Rica. Managed all areas of staffing, benefits, employee relations and performance management. Structured and implemented programs and policies in the areas of training, compensation structure, incentives, and new-employee relations. Developed an Employee Handbook.

Education:

Completion Date	Issuing Institution	Location	Degree Received	Course of Study
05/1972	Ysleta High School	El Paso, Texas	Diploma	General Studies
05/1981	UTEP	El Paso, Texas	B.A.	Criminal Justice/Sociology
05/2000	Webster University	Ft. Bliss/El Paso, Texas	Masters	Human Resources Management



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-1402, **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.

Camille Maldonado-Rivera to the City Accessibility Advisory Committee by Mayor Oscar Leeser.

DATE: December 1, 2021

TO: City Clerk

FROM: Mayor Oscar Leaser

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 December 7, 2021

Item should read as follows: Appointment of Camille Maldonado-Rivera to the City Accessibility Advisory Committee by Mayor Oscar Leaser

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: City Accessibility Advisory Committee

NOMINATED BY: Oscar Leaser DISTRICT: Mayor

NAME OF APPOINTEE Camille Maldonado-Rivera

(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: George Zavala

EXPIRATION DATE OF INCUMBENT: 4/20/2023

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: _____

RESIGNED X

REMOVED _____

DATE OF APPOINTMENT: 12/7/2021

TERM BEGINS ON : 12/8/2021

EXPIRATION DATE OF NEW APPOINTEE: 4/20/2023

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: _____

2nd TERM: _____

UNEXPIRED TERM: X

CAMILLE *MALDONADO-RIVERA*

Knowledgeable training leader with proven skills in program and team management. Successful at evaluating training needs and program operations to make effective decisions. Conversational abilities in English and Spanish. Energetic and multi-dimensional lecturer specialized in various topics in the disabilities area, as well as parent and professional's resources and services in the community.

EXPERIENCE

MAY 2021 – AUGUST 2021

EL PASO LEADERSHIP AND ADVOCACY INSTITUTE COORDINATOR

PASO DEL NORTE CHILDREN'S DEVELOPMENT CENTER, EL PASO, TEXAS

- Completed the Partners in Policy Making on-line training from the Minnesota Governor's Council on Developmental Disabilities.
- Responsible for the coordination and implementation of the grant funded program, El Paso Leadership and Advocacy Institute.
- Set agenda, organized plans and managed program operations, updates, and new implementations.
- Worked alongside PDN Children's leadership to establish clear training goals for parents and professionals caring for individuals with disabilities.
- Teach the institutes at least twice a month and/or secure presenters knowledgeable in the topic.
- Collaborated with program partner to promote program and recruit a minimum of 30 participants to complete the Leadership and Advocacy Institute program, reaching a goal of more than 100 participants in 4 months.
- Planed and coordinated meetings with program partner for the El Paso Disability Coalition.
- Recruited new and existing ten-percenters to become involved in the El Paso Disability Coalition and its efforts.
- Created and hosted ten-percenters event with community leaders in advocacy.
- Identified advocacy opportunities for graduates of the institutes to join non-profit boards, stakeholder meetings, advisory boards and any other advocacy opportunity.
- Maintained client records, participant information, and collect and prepare evaluative data.
- Provided accurate data and complete monthly and quarterly reports by set deadlines.
- Attended Community Resource Center (CRC) meetings as advised by CRC Supervisor.

DECEMBER 2020 – CURRENT

BOARD OF DIRECTORS SECRETARY

BEAUTIFUL MINDS MALI, EL PASO, TEXAS

- Thoughtfully contributed to board plans and strategic decision making.
- Set board agendas and schedules and oversaw performance and progress.
- Offered recommendations to board on ways to improve success of proposed plans and assure efficient execution.
- In charge of photography and video to manage and maintain the non-profit organization website by writing content in Facebook and Instagram pages, creating email, and promoting the events and organization.
- Directing, alongside board members, the non-profit organization events, especially the Annual Art Exhibition for Individuals with Different Abilities and Siblings.
- Boosted parents and community members participation in Facebook and Instagram pages more than 100% by driving engagement, increasing outreach, and improving service offerings.
- Created programs to promote new opportunities for individuals with disabilities and their family members in the areas of science, engineering, and art, as part of the Beautiful Minds MALI way of promoting its values and goals.
- Collaborated in the implementation of Project Fusion and The Art Spot to promote family time, learning through experiences, creativity, and exploration and in a family-driven environment.
- Worked with team members and staff in educating and assisting individuals with different abilities to create beautiful art pieces and promote the need of equal opportunities and inclusion of individuals with different abilities.

JANUARY 2019 – CURRENT

Volunteer Parent Leader

Partners Resource Network – PEN Project, El Paso, TX

- Assisted parents in receiving high-quality, appropriate, and up-to-date information on IDEA law, Section 504, services, and resources for children with disabilities.
- Worked successfully with diverse group of coworkers to accomplish goals and create better opportunities for parents and self-advocates ages 0-26 years, to get educated and become better advocates.
- Assisted parents before, during and after ARD meetings.
- Presented workshops and webinars on a variety of Special Education topics like IDEA law, Section 504, Autism, ADHD, Sensory Processing Disorder, ARD Process, Evaluation and Services for Individuals with Disabilities, among others.
- Keep an organized file of parent information and resources provided while assisting families over the phone or in-person.
- Worked closely with team members to deliver project requirements, develop solutions, and meet deadlines.
- Assisted team members in yearly events like Camp Ability, PEN Project conferences, and monthly support meetings in partnership with the Socorro Independent School District Autism Specialists.

AUGUST 2019 – CURRENT

VOLUNTEER LECTURER

Children's Disabilities Information Coalition (CDIC) – El Paso, TX

- Created instructional and lecture plans for classes in compliance with course objectives, in various topics relating to disabilities.
- Created presentations to deliver lectures at in-person and online learning environments.
- Prepared and delivered lectures to parents and professionals on topics such as Sensory Processing Disorder, Autism and ADHD during conferences, symposiums, in-person classes and webinars.
- Assisted staff and team members in creating plans and opportunities for individuals with disabilities in collaboration with community partners like PEN Project, Paso del Norte Children's Development Center, Region 19 Special Education Department, The Ark of El Paso, MCH Family Outreach and others.
- Assisted in providing classes or presentations for the Autism Academy and the ADHD Academy in partnership with PDN Children's and Ysleta Independent School District.
- Collaborated in the creation, writing, and editing of the book "Hopelighting" for the 32nd Annual Children's Disabilities Symposium "Empowering *This* Ability".

AUGUST 2018 – CURRENT

VOLUNTEER LECTURER

Paso del Norte Children's Development Center – El Paso, TX

- Utilized diverse teaching methods, lectures, presentations, and class activities to deliver proper education to parents and professionals that care for individuals with disabilities in such disability's characteristics and resources.
- Organized activities and class events to drive learning objectives and promote engagement.
- Created presentations to deliver lectures in classrooms and online learning environments.
- Selected innovative teaching methods to deliver course content.
- Prepared and delivered lectures to parents and professionals on topics such as Autism Definition and Diagnosis, Sensory Processing Disorder, ADHD Definition and Diagnosis, Biomedical Interventions for Autism, Medications and Treatment Options for ADHD, IDEA law, Section 504, and Rights and Responsibilities of Parents of Individuals with Disabilities.
- Attended and spoke at conferences and seminars, sharing information and insights gleaned from such events.
- Improved knowledge of Autism, ADHD, Sensory Processing Disorder, IDEA law and Section 504, through continuous learning, research and participation in workshops and conferences.

MARCH 2018 – CURRENT

VOLUNTEER PARENT

Autism Society of Texas El Paso – El Paso, TX

- Assisted board members in creation of events and opportunities for families of children impacted by Autism.

- Assisted families in providing up-to-date information and resources about autism and related services.
- In charge of photography and video of the Annual Run/Walk for Autism and providing these digital photos to parents and family members through the Autism Society of Texas-El Paso Facebook page.
- Collaborated with community partners in updating the new resource center.

MARCH 2008 – APRIL 2009

IN-HOME SENIOR CAREGIVER

COMFORT KEEPERS SENIOR CARE, EL PASO, TEXAS

EDUCATION

DECEMBER 2007

DOCTOR OF MEDICINE, GENERAL MEDICINE

UNIVERSIDAD IBEROAMERICANA, SANTO DOMINGO, DOMINICAN REPUBLIC

MAY 2002

BACHELOR'S DEGREE IN SOCIAL STUDIES

UNIVERSIDAD DE PUERTO RICO, RIO PIEDRAS CAMPUS

Major: Political Science

Minor: Natural Sciences (Biology)

MAY 1998

HIGH SCHOOL DIPLOMA

COLEGIO DE LA SALLE, BAYAMON, PUERTO RICO

NOVEMBER 2021

COMMUNITY WORKSHOP – PARENTING THE SENSORY CHILD

STAR INSTITUTE (ONLINE TRAINING), COLORADO CITY, COLORADO

JANUARY 2019

PARENT LEADERSHIP TRAINING

PEN PROJECT, EL PASO, TEXAS

SKILLS

- Critical thinking
- Problem Solving
- Creative
- Project coordination
- Process evaluation
- Documentation skills
- Great interpersonal skills
- Empathic
- Work well with team members/partners
- Service oriented
- Bilingual

ACTIVITIES

As a mom of two amazing kids, I am a family-oriented person. I enjoy cooking, baking and the outdoors, especially camping with my husband. One of my favorite hobbies is photography. I enjoy my volunteer work and I do it to make an impact in my community, I believe is the best legacy I can leave my kids and the future generations. Working with children and young adults is my favorite type of volunteer work, alongside educating parents and professionals.



Legislation Text

File #: 21-1375, **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.

Tax Refund to Corelogic Tax Services, in the amount of \$2,813.98 made an overpayment on June 21, 2021 of 2019 taxes (Geo. # R220-000-0260-3500).

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.

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

AGENDA DATE:

PUBLIC HEARING DATE: December 7, 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.

•Tax Refund to Corelogic Tax Services, in the amount of \$2,813.98 made an overpayment on June 21, 2021 of 2019 taxes (Geo. # R220-000-0260-3500).

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.

BACKGROUND / DISCUSSION:

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

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

PRIOR COUNCIL ACTION:

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

Council has considered this previously on a routine basis.

AMOUNT AND SOURCE OF FUNDING:

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

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___ NO

PRIMARY DEPARTMENT: Tax Office

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Maia O. Pasillas

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

TAX REFUNDS
December 7, 2021

1. Corelogic Tax Services, in the amount of \$2,813.98 made an overpayment on June 21, 2021 of 2019 taxes.
(Geo. # R220-000-0260-3500)

Laura D. Prine
City Clerk



Maria O. Pasillas, RTA
Tax Assessor Collector

TAX OFFICE
RECEIVED

NOV 19 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. R220-000-0260-3500 Prop ID 679990

Legal Description of the Property
BLK 26 RANCHO DESIERTO BELLO #9 LOT 35
14264 DESIERTO BONITO ST 79928

1511 CENLAR
3001 HACKBERRY ROAD
IRVING, TX 75063

OP ✓
+2500

OWNER: LOYA ELVIA A

2019 OVERAGE AMOUNT \$2,813.98 ✓

6: COUNTY OF EL PASO. 7: EL PASO COMMUNITY COLLEGE. 8: UNIVERSITY MEDICAL CENTER OF EL PASO. 10: CLINT ISD. 14: HORIZON REGIONAL MUD. 15: EMERG. SERVICES DIST #1. 31: TOWN OF HORIZON CITY

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND:

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

Step 1. Identify the refund recipient.

Show information for whomever will be receiving the refund.

Who should the refund be issued to:

Name: CoreLogic Tax Services

Address: PO Box 9205

City, State, Zip: Coppell, TX 75019

Daytime Phone No: 877-442-2797

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

Cenlar by CoreLogic 912739 6/10/21 3324.32

CoreLogic fbo Cenlar 410790871 6/16/21 2332.06

TOTAL AMOUNT PAID (sum of the above amounts) 5656.38

Step 3. Provide reason for this refund.

Please list any accounts and/or years that you intended to pay with this overage.

Please check one of the following:

☐ I paid this account in error and I am entitled to the refund.

☒ I overpaid this account. Please refund the excess to the address listed in Step 1.

☐ I want this payment applied to next year's taxes.

☐ This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):

Step 4. Sign the form.

Unsigned applications cannot be processed.

By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)

SIGNATURE OF REQUESTOR (REQUIRED)

PRINTED NAME & DATE

Donna C Mercer 11/19/21

TAX OFFICE USE ONLY:

☒ Approved

☐ Denied

By:

N.A.

Date:

11-22-21

Notes

Go To:

LUZR
ACT80122 v1 9011/24/2021 11:04:19
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
R031021367	R22000002603500				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	A06212175	06/21/2021	47542569	912739	CH	\$3 324 32	\$3 324 32	PA	R22000002603500	25587247-1511 CENLAR
	A06212175	06/21/2021	47542568	908814	CH	\$3 402 24	\$3 402 24	PA	R22000002603500	25587247-1511 CENLAR
	R031021367	06/21/2021	47542570	410790871	CH	\$0 00	\$2 332 06	LG	R22000002603500	25587247-1511 CENLAR
	R031021367	06/21/2021	47542570	410790871	CH	\$0 00	\$2 332 06	TR	R22000002603500	25587247-1511 CENLAR
	R031021367	06/21/2021	47542569	912739	CH	\$0 00	\$47 22	LG	R22000002603500	25587247-1511 CENLAR
	R031021367	06/21/2021	47542569	912739	CH	\$0 00	\$510 34	TR	R22000002603500	25587247-1511 CENLAR
	R031021367	06/21/2021	47542569	912739	CH	\$0 00	\$510 34	LG	R22000002603500	25587247-1511 CENLAR
	R031021367	06/21/2021	47542569	912739	CH	\$0 00	\$2 813 98	TR	R22000002603500	25587247-1511 CENLAR
	R031021367	06/21/2021	47542569	912739	CH	\$0 00	\$2 813 98	LG	R22000002603500	25587247-1511 CENLAR
	R031021367	06/21/2021	47542569	912739	CH	\$0 00	\$47 22	TR	R22000002603500	25587247-1511 CENLAR
	RC211122	06/21/2021	47542570	410790871	CH	\$2 332 06	\$2 332 06	TR	R22000002603500	29829867-CORELOGIC TA
	RC211122	06/21/2021	47542570	410790871	CH	\$2 332 06	\$2 332 06	TR	R22000002603500	25587247-1511 CENLAR

Applied Total

\$13 090 56



Legislation Text

File #: 21-1385, 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 Alessandra Annello, (915) 212-0002

AGENDA LANGUAGE:

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

Discussion and action that the City of El Paso accepts the donation of funds of \$4,446.42 from the Ann Richards Legacy Project to pay for commemorative and inspirational banners throughout downtown El Paso.

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

DEPARTMENT: MAYOR AND COUNCIL

AGENDA DATE: December 7, 2021

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Alexsandra Annello, 915-212-0002

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: (Goal 4 - 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.

Discussion and action that the City of El Paso accepts the donation of funds of \$4,446.42 from the Ann Richards Legacy Project to pay for commemorative and inspirational banners throughout downtown El Paso.

BACKGROUND / DISCUSSION:

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

This resolution allows the City of El Paso to accept funds reimbursing City Council District 2 to initially pay for the Ann Richards Legacy Project Downtown Banners.

PRIOR COUNCIL ACTION:

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

Yes, On November 9, 2021, City Council approved District 2 Discretionary funds to initially pay for the banners.

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?

The banners were originally funded with District 2 discretionary funds. This is a reimbursement of those funds authorized by the November 9, 2021 resolution.

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

THE STATE OF TEXAS

§

DISCRETIONARY FUNDS

§

DONATION AGREEMENT

CITY OF EL PASO

§

This Donation Agreement (“Agreement”), made this the ____ day of _____, 20____, (the “Effective Date”) between the City of El Paso, Texas (the “City”), City of El Paso District 2 (“Donor”), and the Downtown Management District (“Donee”).

WHEREAS, Dorothy Ann Willis Richards passed away 15 years ago, after a fight with esophageal cancer; and

WHEREAS, Ann Richards served the state of Texas by teaching Texas schoolchildren, serving as County Commissioner in Travis County, serving as Texas State Treasurer, and finally serving as the Governor of Texas; and

WHEREAS, Ann Richards became the second female governor of Texas and remains the last woman to hold the position; and

WHEREAS, Ann Richards’ lasting legacy includes her 1988 Democratic National Convention keynote address, the Ann Richards School for Young Women Leaders, as well as numerous awards and honors; and

The parties agree as follows:

Agreement Provisions

1. **Donation.** Donor agrees to donate discretionary funds in an amount not to exceed \$4,446.42 to Donee for costs related to the placement of informational banners in the City’s downtown area for the Ann Richards Legacy Project; as it serves the public purpose of inspiring new leaders.
2. **Consideration.** The parties agree that the opportunity to participate with the City as a Donor, is full and adequate consideration for the donation. For documentation purposes only, the Donor estimates that the value of the donation is approximately \$4,446.42.
3. **Taxes.** The Donor in making this donation to the City, acknowledges that the Donor is responsible for the payment of all fees, taxes and expenses associated with the donated service.
4. **Term.** This Agreement commences on the Effective Date and ends upon the termination of the donation of the services as described in Exhibit “A”.
5. **INDEMNIFICATION. THE DONOR WILL INDEMNIFY, DEFEND, AND HOLD THE CITY HARMLESS FROM ALL CLAIMS MADE AGAINST THE CITY AND/OR THE CITY’S OFFICERS OR EMPLOYEES FOR PROPERTY**

DAMAGE, PROPERTY LOSS, INJURY, DEATH, BREACH OF CONTRACT, AND/OR TRESPASS RESULTING FROM THE ACTIONS OR OMISSIONS OF THE DONOR UNDER THIS AGREEMENT. THIS PROVISION SURVIVES THE TERM OF THIS AGREEMENT.

6. **Venue.** Venue shall be in the County of El Paso, State of Texas.
7. **Severability.** A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
8. **Compliance.** The City and Donor will strictly comply with all laws according the applicable rules in the performance of their obligations in accordance with this Agreement.
9. **Governing Law.** This Agreement is governed by Texas law.
10. **Warranty of Capacity to Execute Agreement.** The person signing below represents that he or she has read this Agreement (including any Attachments); understands its terms; is authorized to execute this Agreement on behalf of the Party indicated below; and agrees on behalf of such Party that such Party will be bound by those terms.
11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties.
12. **Confidentiality.** The Donor will not disclose the terms of this Agreement and will forward all requests for information regarding this Agreement to the City. The City will handle all requests for information pertaining to this Agreement in accordance with Texas laws.

EXHIBIT “A”

Donor will contract with a local printing company to produce 66 – 24” x 60” full size double-sided color vinyl street banners. Donor’s installation crew will provide services to install/attach the 66 banners on 33 street light piles that accommodate side by side double display banner sets. Banner design artwork is provided by Project foundation. Estimated start date is October 15, 2021 (banner production begins), to the estimated end date January 5, 2021 (display term ends).

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

Executed on this _____ day of _____, 202__.

CITY OF EL PASO

Tomás González
City Manager

APPROVED AS TO FORM:

Evy Sotelo
Assistant City Attorney

APPROVED AS TO CONTENT:

Matthew Ibarra, Legislative Aide
Office of Representative Alessandra Annello
City of El Paso District 2

Alexsandra Annello
City Representative
City of El Paso District 2



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-1369, **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

City Manager's Office, Robert Cortinas, (915) 212-1067

AGENDA LANGUAGE:

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

Budget Update.

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

AGENDA DATE: December 7, 2021

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: Robert Cortinas, Chief Financial Officer (915)-212-1067

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL: N/A

SUBJECT: Budget Update

BACKGROUND / DISCUSSION: Budget Update

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING: N/A


HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: City Manager's Office - Office of Management and Budget

SECONDARY DEPARTMENT: All City

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

DEPARTMENT HEAD: _____



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



Budget Update

December 7, 2021

Agenda

- Budget Challenges – revenue growth
- Addressing Priorities and Needs
- Future Cost Drivers

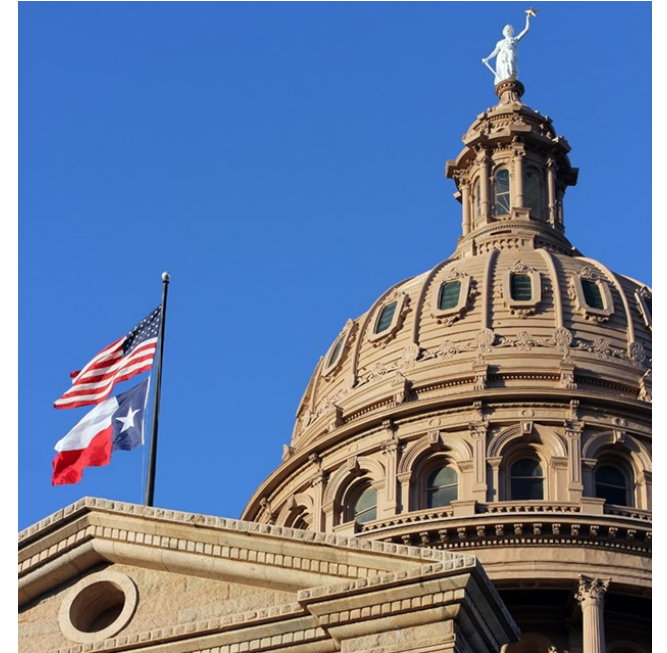
Limited Annual Revenue Growth



- Growth in revenue comes from two sources
 - Property taxes
 - Tax base – primarily residential, but recent strong growth in commercial
 - City and State discounts (exemptions) impact revenue growth
 - Sales taxes
 - Historically slow and steady growth, but recent unprecedented growth
 - Retail is largest sector
 - Inflationary pressures and unknown future growth
- Many factors impact growth, but regional economic development is key

Limited Annual Revenue Growth

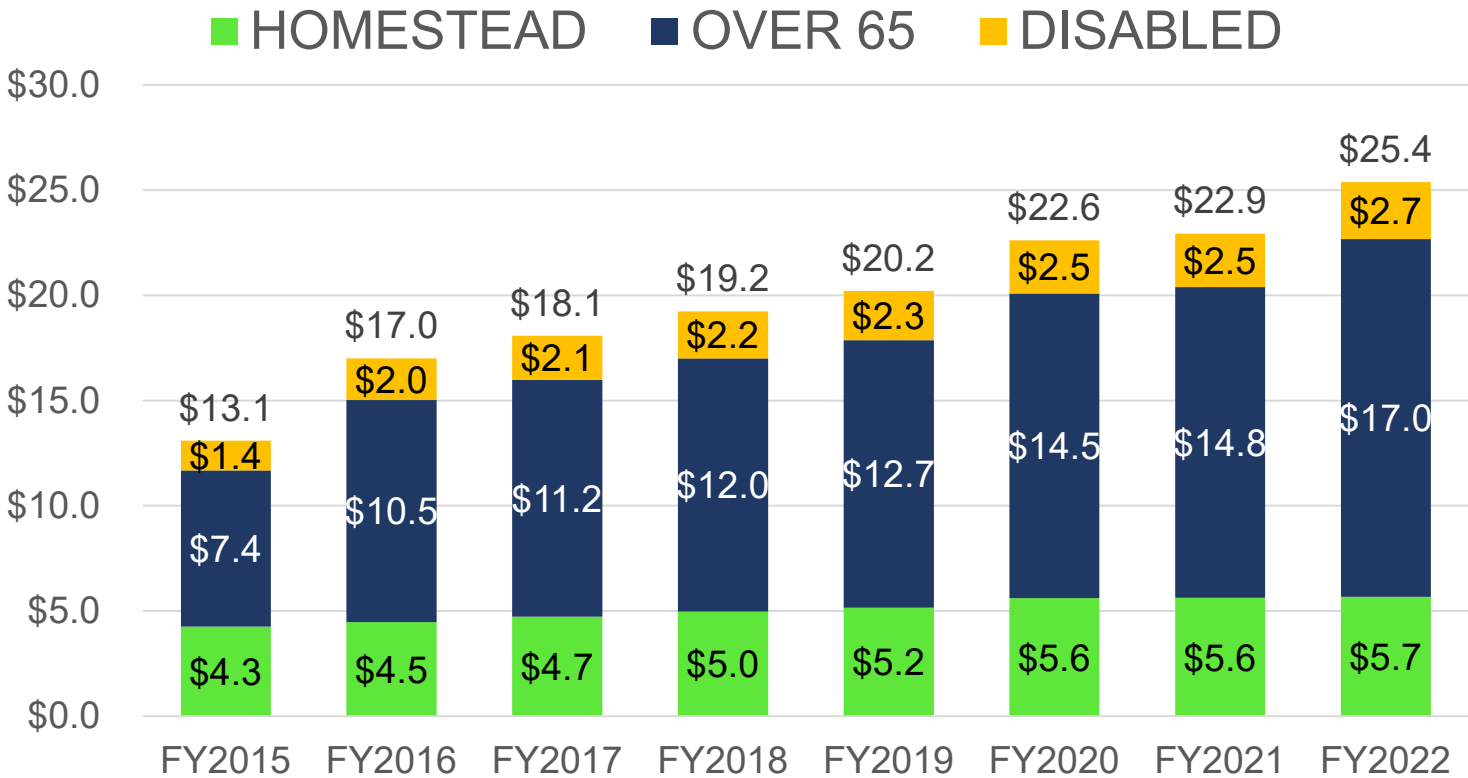
- Revenue growth being impacted by City and State actions
- Senate Bill 1152 – impacted revenue generated from telecommunication franchises
- Red Light Camera – elimination of revenue source
- Median maintenance on State roads – City forced to takeover after defunding by State
- Increased discounts (exemptions) for those over 65 or disabled
- State exemptions for disabled veterans and spouses (military communities disproportionately impacted)
- S.B. 2 – limiting property tax increases on local governments



Limited Annual Revenue Growth



Tax Relief for Seniors and Disabled



- On June 2021 City Council approved increasing the exemption for the Over 65 and Disabled Homesteads from \$40,000 to \$42,500
- In 2012 City Council approved increasing the exemption for Over 65 and Disabled homesteads from \$30,000 to \$40,000 effective in 2015
- Total Tax Relief \$12,500

A Focus on Priorities and Needs

- Ensure Long-term financial sustainability
- Complete Quality of Life Bond Projects – continued operations and maintenance costs
- Continue Public Safety investments – Staffing
- Focus on Critical infrastructure – pay-go funding street maintenance
- Continue Workforce Investments – Compensation and Healthcare

MINIMIZING DEBT & ADDRESSING DECADES OF NEGLECT

(SINCE FY2016-FY 2022)

High Performing Government

\$70M in public safety investments
with \$18.9M in capital replacement

\$43.3M in street maintenance and
traffic safety

\$49.7M in quality of life operating and
maintenance for sports complexes
and sports court resurfacing

Quality of Life Bond Projects



Total of 165 projects completed

Adrian Garcia Park

Angora Loop Median Improvements NIP III

Argal Park at Las Palmas (Las Palmas/Pendale Community Park)

Aztec & Navajo SW Gap NIP III

Aztec and Mescalero Traffic Circle

Balsam Sidewalk Gaps

Barron Park

Bartlett Park Improvements

Blackie Cheshier Flat Field Installation

Blackie Cheshier Lighted Flat Fields (Outdoor Sports Field Lighting)

Blackie Cheshier Metal Shade Canopy

Bookmobile Purchase

Borderland Park Improvements NIP III

Brisa Del Este Park Improvements

Carlos Bombach Park (NIP)

Chamizal Recreation Center

Chihuahuan Desert Exhibit Complex

Chuck Heinrich Park (NIP)

Cielo Vista Ramps (NIP II)

Cimarron Unit 1 Metal Shade Canopy

Citywide Play Equipment Installation Group 1

Citywide Play Equipment Installation Group 2

Clardy Fox Library Renovations

Clifford Ponding Area Improvements NIP III

Coronado Curb Cut Improvements (NIP)

Coyote Park - Citywide Canopy Installation

Coyote Park Amenities NIP III

Crestmont Canopy over playground

Crestmont Park Improvements

Dick Shinaut Canopy over playground

Digital Wall (History Museum)

Roof Drain Alterations

Digital Wall @ History Museum

District 2 Lost Kingdom Water Park

District 4 Neighborhood Water Park

District 7 Chapoteo Neighborhood Water Park

Downtown Benches (NIP)

Downtown Pedestrian Pathways

Plaza/EPMA Loading Area, Sheldon Court, Convention Center Improvements

E.L. Williams Park Improvements-NIP II

East Cave Park (Tierra Del Este #64) Improvements- NIP II

Eastside Regional Park Phase 1:

Oasis Water Park

Recreation Center

50 Meter Pool

Eastside Senior Center (Pebble Hills) Expansion

Eastside Sports Complex Design/Build Phase 1

Eastwood Dam – Wrought Iron Gate Improvements (NIP)

Eastwood (Album) Metal Shade Canopy

Edgemere Park NIP III

Escondido, Robles & Espada SW Gaps NIP III

Esperanza Moreno Library Improvements

Ethel & Edgar Sidewalk Gaps (NIP II)

Gallagher Street Sidewalk Improvements (NIP)

H.T. Ponsford Park Improvements- NIP II

Haddox Family Park Improvements

Hawkins Pool Roof Replacement

Historic Entrance Sign - Manhattan Heights neighborhood- NIP II

Houston Park Improvements NIP III

Hugo Meyer & Galaztan Sports Lighting

Irwin J Lambka Metal Shade Canopy

Jack D Quarles Park Improvements NIP III



Quality of Life Bond Projects



Total of 165 projects completed

James Grant Area Residential Street Lights NIP III

James Schwitters Park (Fiesta/Coronado Park)

Jan Sumrall Trailhead Playground Installation

John Lyons/ Cheryl Ladd Park QOL

Johnson Basin

Jorge Montalvo Park Improvements

Jose Cisneros Library Improvements

Judge Marquez Branch Library

Little River Park Improvements (NIP)

Lomaland Park Improvements (NIP)

Love Road crosswalk and landscaping NIP II

Madeline Park (NIP)

Madeline Park Improvements

Magoffin Park

Marty Robbins Canopy over Playground

McKelligon Canyon Pavilion Structural Evaluation

Memorial Park Library Branch Expansion

Mission Hills Park Improvements (NIP)

Montoya Heights Park Improvements NIP III

Mountain View Park Improvements

Mountain View Park Lights Improvements NIP III

Museum of Archaeology ADA upgrade

Museum of Archaeology Gazebo

Museum of Art Gallery Upgrade

Museum of Art Roof Replacement and HVAC Upgrade

Museum of History Track Lighting

N. Carolina Retaining Wall

N. Carolina Speed Indicator Signs NIP III

Nations Tobins Metal Shade Canopy

Newman Park Improvements (NIP)

Newman Park Metal Shade Canopy

Northeast Regional Park – Skate Park

Palm Grove Park Improvements

Paseos Del Sol Park Improvements

Patriot Place Park Improvements (NIP)

Pavo Real Enhanced Spray Park

Pico Norte Outdoor Sports Field Lighting

Polly Harris Doors

Ponder Park Improvements(All Abilities Playground)

Ponder Park Outdoor Sports Field Lighting

Pueblo Viejo Park Improvements- NIP II

Pueblo Viejo Park Picnic Table Canopies - NIP III

Pueblo Viejo Park Improvements- NIP IV

Radford Park

Ranchland Hills Lights (NIP II)

Richard Burges Library Renovation

Rim Area Street Signs

Rim Road/Upper Tom Lea Park Improvements-NIP II

Rosedale Neighborhood Mile Markers-NIP II

Rutherford Curb Cut Improvements NIP III

Sal Berroteran Outdoor Sports Field Lighting

Quality of Life Bond Projects



Total of 165 projects completed

Salamanca and Pejamo ADA Ramps

Salvador Rivas Spray Park

San Jacinto Plaza

Sandstone Ranch Estates metal Shade Canopy

Sandstone Ranch Estates Park Improvements-NIP II

Sandstone Ranch Metal Shade Canopy

Sergio Troncoso (Ysleta) Library Improvements

Sergio Troncoso (Ysleta) Library Parking Lot Phase I & II

Shawver Outdoor Sports Lighting

Shawver Park Improvements NIP III

Shawver Renovate Sports Fields

Socorro Rd. Landscaping Improvements NIP III

South American Pavilion Improvements

Sport Field Lighting (Veterans, Nations Tobin, Capistrano)

Stiles Park Handball Court

Sue Young Sports Lighting

Summit Fillmore Park Improvements (NIP)

Sun City Lights – District 5

Sunrise Park Restroom Improvements (NIP)

Sunset Heights and Old San Francisco Historic District
Street Signs

Sylvia Carreon (Lomaland) Recreation Center

Thomas Manor Park Improvements-NIP II

Todd Ware Park Improvements

Todd Ware Park Improvements-NIP II

Trailhead Parking Areas and Amenities - 1000 Steps

Trailhead Parking Areas and Amenities - Lazy Cow

Trailhead Parking Areas and Amenities - Jan Sumrall

Trailhead Parking Areas and Amenities Roundhouse

Travis White Park Improvements

Trowbridge Sidewalk Gap (NIP II)

Valle Bajo (Alameda) Recreation Center/Library Combo &
Alameda Flat fields

Valle de Las Misiones Street Lights (NIP)

Ventanas Destiny Metal Shade Canopy

Valley View Street Lights (NIP)

Vista Del Valle Canopy over playground

Wayne Retention Pond Rock Wall - NIP III

Westside Pool

Yucca Metal Shade Canopy

Yucca Park Improvements

Zoo - Africa Red River Hog Exhibit

Zoo - Africa Wild Dog

Zoo - Animal Holding Phase I Improvements

Zoo - Carousel Site Development

Zoo - Education Animal Holding

Zoo - Event Tent

Zoo - Event Tent (additional shade)

Zoo - Giraffe Shade (Support Elements)

Zoo - Kalahari Improvements

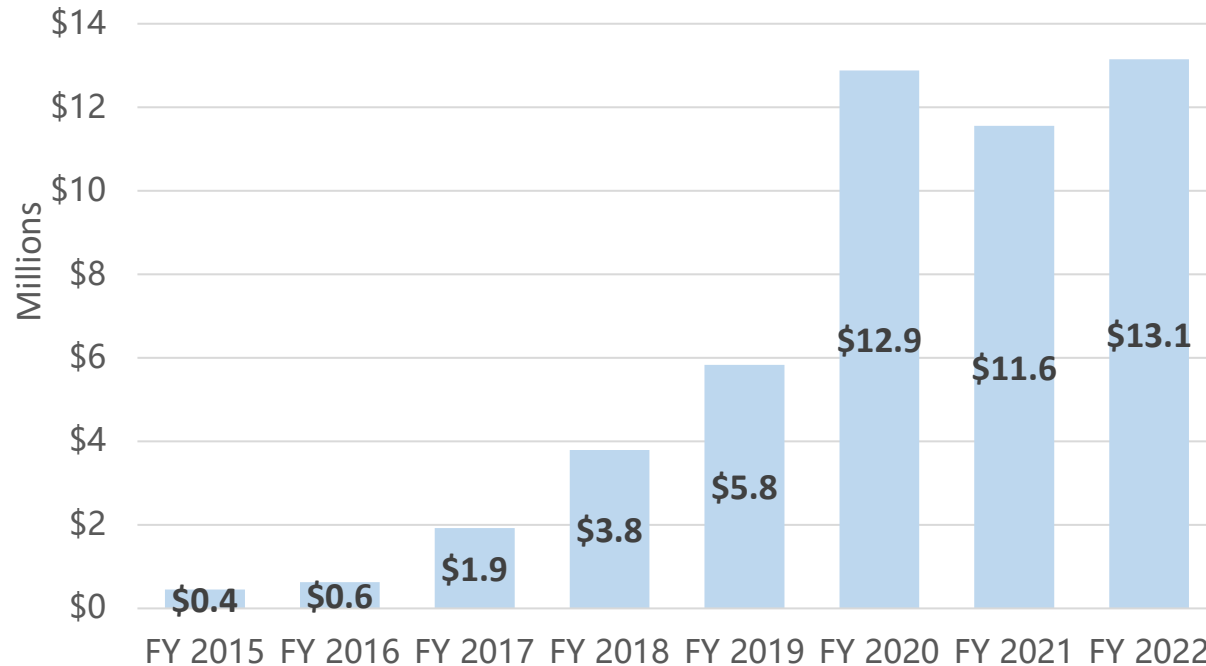
Zoo - Reptile Building

Zoo - South American Aviary

Zoo - Wildlife Theater

Summit Fillmore Park Improvements NIP III

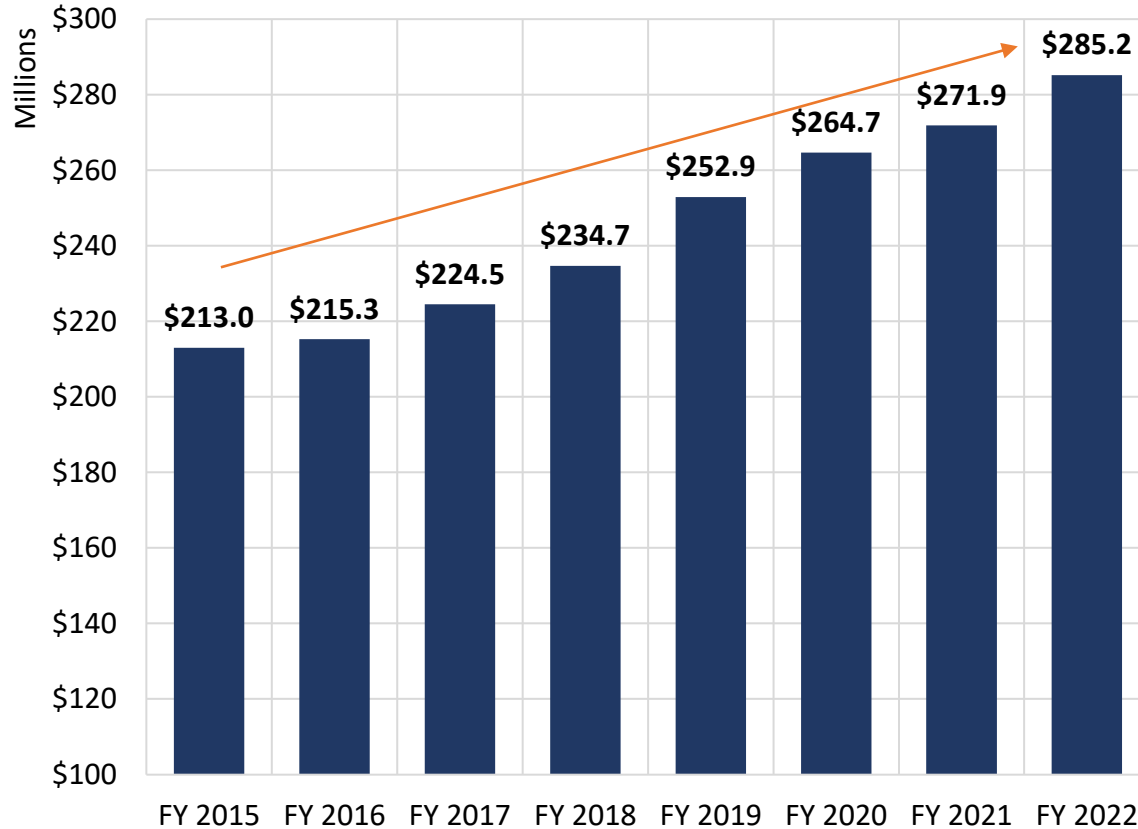
Quality of Life Bond Projects Cumulative Operations and Maintenance (millions)



- 165 Projects completed
- \$49.7M in total investment for quality of life operating
- 300+ FTEs added for new Quality of life operations

Expanded Investment in Public Safety

Police and Fire Annual Budgets



Staffing

- Since the summer of 2015 (FY 2016) the Police and Fire budgets have increased by \$70 million, or 32%
- Police staffing plan to add a net increase of 300 Officers began in FY 2016
- Additional investments include the Crisis Intervention Team and an increase 911 Communicators

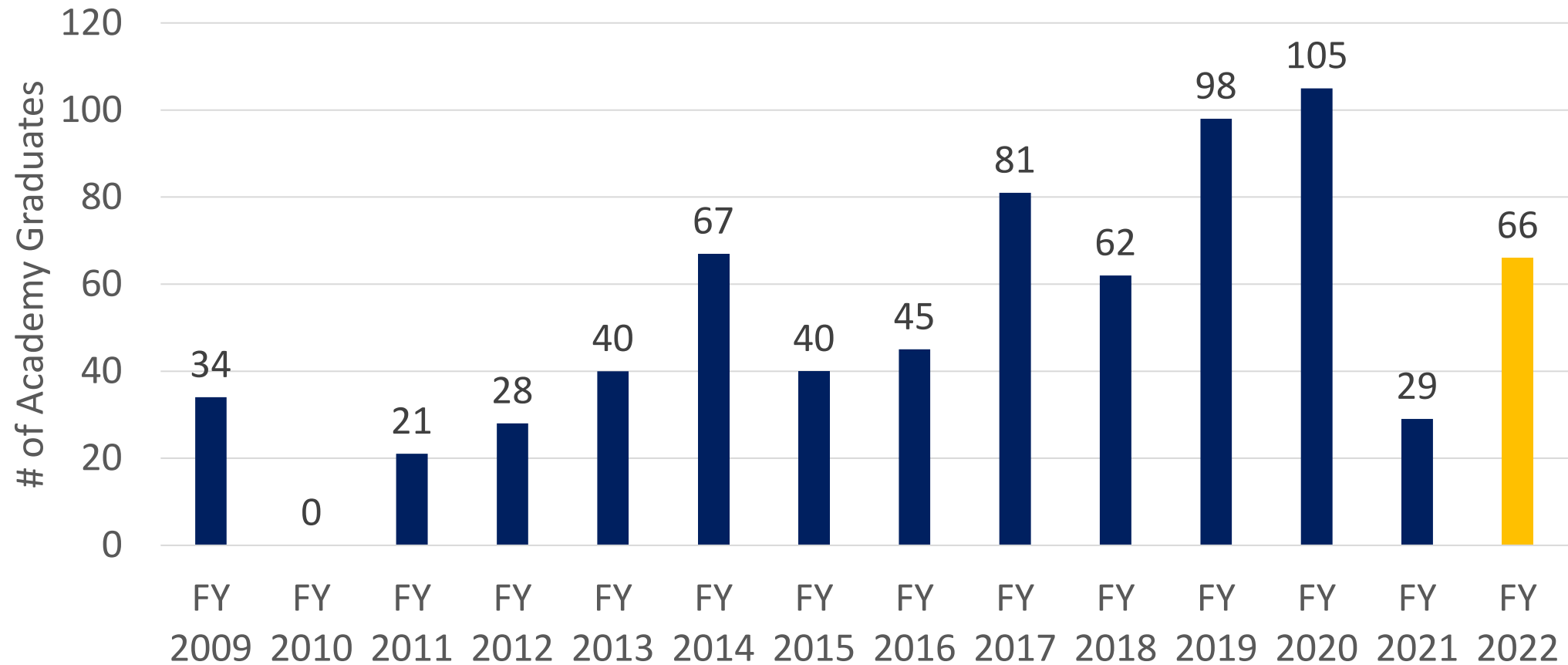
Fleet/Capital Replacement

- Summer of 2019 the budget included \$4 million for fleet and capital replacement
- Summer 2021 the budget included \$7.8 for fleet and capital replacement

2019 Public Safety Bonds

- \$167.3 million, or 40%, of the total \$413.1 million in bonds have been issued

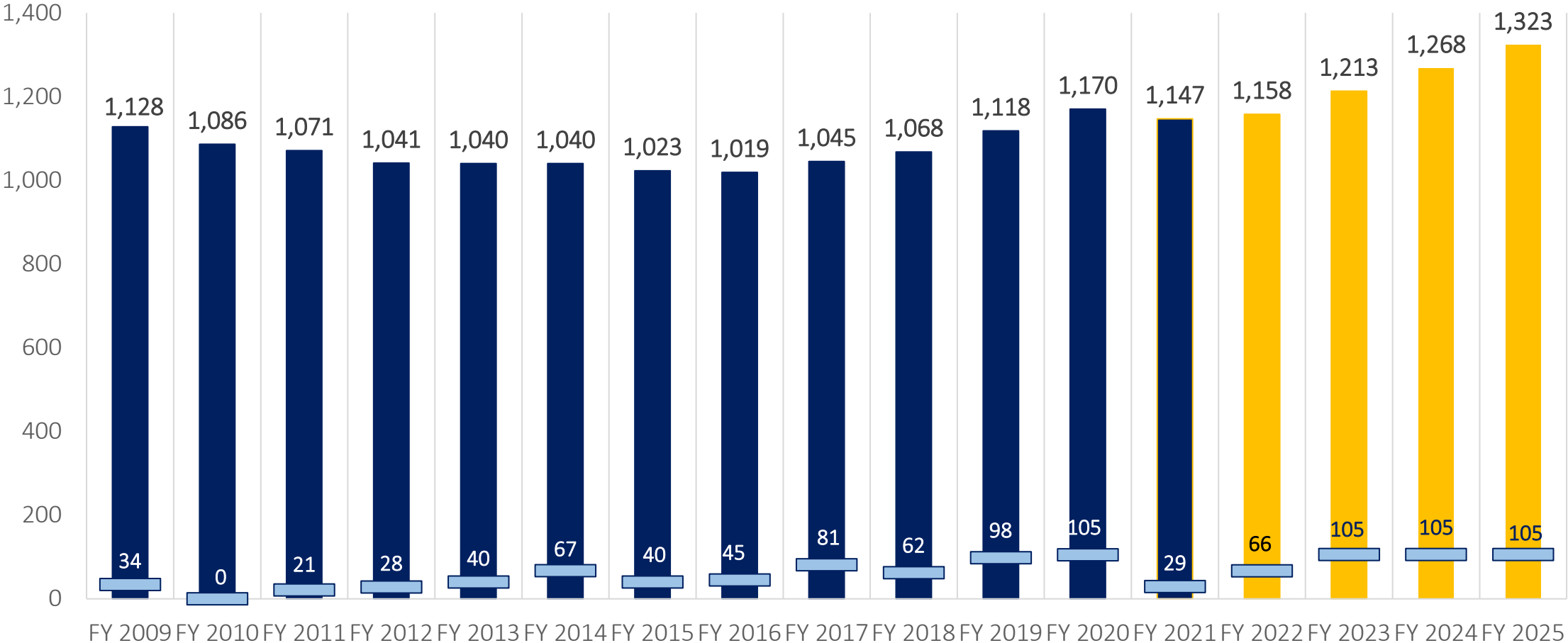
Academy Graduates



Future Police Academies

	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>
Academy 1	40	40	40	40	40
Academy 2	40	40	40	40	40
Attrition	25	25	25	15	14
	105	105	105	95	94
Net Increase	55	55	55	35	35
Cost	\$ 3,589,099	\$ 3,582,717	\$ 3,571,548	\$ 3,247,280	\$ 3,215,053

Uniformed Police Staffing and Academy Graduates



*FY 2022 – FY 2025 are estimates (includes assumptions on attrition and number of academy graduates to reach net 300 increase by FY 2025)

Street Investment

Pay-go Funding

Category	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
NTMP	-	-	-	-	200K	200K	250K
ADA On Demand	500K	250K	516K	500K	500K	-	500K
Residential Resurfacing	-	-	-	7.0M	6.6M	-	17.0M
Arterial Resurfacing	-	-	-	-	1.5M	3.0M	3.0M
Vision Zero	-	-	-	-	-	-	1.8M
Total	500K	250K	516K	7.5M	8.8M	3.2M	22.55M

Total Investment of \$43.3 million



Workforce Investment

Compensation and Healthcare Increases

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Civilian Compensation Increases	ATB 1.5%	ATB 2.0%	ATB 1.5%	ATB 1.0%	Lump Sums \$600/\$300 & \$300/\$150	Equity Adjustments + 1.5% ATB + Lump Sums \$500/\$250 (Everyone)
Total Investment - Compensation & Healthcare	\$ 3.3 M	\$ 5.0 M	\$ 2.2 M	\$ 1.2 M	\$ 4.9 M	\$ 9.3 M

- Six consecutive years of compensation increases
- Two consecutive years with no healthcare increases for employees in FY 2021 & FY 2022
- Total Investment in our workforce of **\$25.9 million**

*ATB = Across the Board

Please note that FY 2022 lump sums includes both civilian and uniform employees

Future Cost Drivers

- Collective bargaining agreements
- Staffing needs
- Public Safety Bonds – increase in staffing needs for police officers and firefighters
- Remaining Quality of Life bond projects operating costs
- Issue remaining debt
- Vehicle replacement and facility renovations



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,
Responsabilidad, **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 #: 21-1382, **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.

An Ordinance amending Title 15 (Public Services) of the El Paso City Code to add a new Chapter 15.24 (Acquisition, Use, and Disposition of City property) to authorize the establishment of policies and fees for the use, purchase, and disposition of City property.

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

AGENDA DATE: December 7, 2021

PUBLIC HEARING DATE: December 14, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Sam Rodriguez, (915) 212-1845

DISTRICT(S) AFFECTED: ALL

STRATEGIC GOAL: No. # 6 – Set the standard for sound governance and fiscal management

SUBGOAL: No. # 6.6 – Ensure continued financial stability and accountability through sound financial management, budgeting and reporting: Identify potential new revenue streams

SUBJECT:

An ordinance amending title 15 (public services) of the El Paso City Code to add a new chapter 15.24 (acquisition, use, and disposition of city property) to authorize the establishment of policies and fees for the use, purchase, and disposition of city property.

BACKGROUND / DISCUSSION:

The City of El Paso desires to amend Title 15 of the City Code to add a new chapter to the Title. This amendment authorizes the Real Estate Division to create policies and to charge fees to the public for Real Estate Transactions pertaining to City Property that is not public right of way or a park and is not airport or PSB land.

PRIOR COUNCIL ACTION:

No

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ___ YES ___ NO x N/A

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)

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 15 (PUBLIC SERVICES) OF THE EL PASO CITY CODE TO ADD A NEW CHAPTER 15.24 (ACQUISITION, USE, AND DISPOSITION OF CITY PROPERTY) TO AUTHORIZE THE ESTABLISHMENT OF POLICIES AND FEES FOR THE USE, PURCHASE, AND DISPOSITION OF CITY PROPERTY.

WHEREAS, the City of El Paso owns property that is not dedicated to the use of the public; and

WHEREAS, the City of El Paso receives requests for the use or purchase of such property; and

WHEREAS, the City incurs costs to process requests from the public related to the use or purchase of such property;

WHEREAS, in order to better the service provided to the community when it comes to these types of requests, the City wishes to authorize the establishment of procedures and fees applicable to requests for the use or purchase of City Property.

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

SECTION 1. Title 15 (Public Services) of the El Paso City Code is amended to add a new Chapter 15.24 (Acquisition, Use, and Disposition of City Property) that reads as follows:

Chapter 15.24 – Acquisition, Use, and Disposition City Property

Section 15.24.010 – General Provisions

A. Definitions. The following definitions apply to this Chapter only.

1. “Applicant” means a person that submits an application under this Chapter.
2. “City Property” means real property, and improvements on real property, owned by the City of El Paso that is not (i) dedicated for public use as a park or public right of way, (ii) managed by the El Paso International Airport, (iii) managed by the El Paso Water Utilities, (iv) managed by other departments of the City of El Paso as specified in the El Paso City Code, ordinance, or resolution enacted by the El Paso City Council, and (v) managed by a third party pursuant to a contract with the City of El Paso.
3. “Person” means an individual, corporation, organization, government, or governmental subdivision or agency, business, trust, estate, partnership, association, utility, or any other legal entity.
4. “Policies” means any policies adopted by the Real Estate Division as

ORDINANCE NO. _____

21-1004-1298 | 1123203

Title __ Amendment

OAR

provided under this Chapter.

5. “Real Estate Division” means the division or department within the City of El Paso that is responsible for handling Real Estate Transactions for the City.
6. “Real Estate Transaction” any request by a person or applicant related to the use or purchase of City Property.
7. “Right of Entry” a temporary use of City Property for the purpose of conducting surveys, measuring, testing, staging, parking, measuring, photographing, inspecting, mowing, general clean-up, and other due diligence purposes.
8. “Special Event Rental” means a temporary use of City Property for private events.

B. Prohibition. No Person will use or enter City Property without acquiring rights under this Chapter or without being authorized by a person that has acquired rights to the subject City Property under this Chapter. Notwithstanding anything to the contrary, no rights are deemed granted or acquired unless a Person submits an application that complies with all requirements of this Chapter and policies adopted by the Real Estate Division, an application has been approved by the Real Estate Division, an agreement has been signed by the City and the Applicant, and the Applicant has paid all required fees, consideration, due diligence, and other costs.

C. Agreement Requirements.

1. City Manager, or designee, is authorized to sign any agreements approved by the City Attorney’s Office as to form pertaining to Special Event Rentals and Rights of Entry.
2. All Real Estate Transactions must be accompanied by an agreement or document approved as to form by the City Attorney’s Office. The City Attorney’s Office may approve a standard form agreement for each type of transaction. Any agreements or documents by the City Attorney’s Office must comply with the minimum requirements set forth in this Chapter.
3. All grants of rights to use City Property may be revoked by the City Council if necessary to secure efficiency of public service at a reasonable rate, or to assure that the property is maintained in good order throughout the life of the grant.

D. Insurance.

1. All grants of rights to use City Property must require insurance in the amounts that meet the minimum amounts established by the City’s Risk Management Division. The Real Estate Division will include in the Policies the minimum amounts established by the Risk Management Division. The Real Estate Division, in consultation with the Risk Management Division and the City Attorney’s Office may require higher insurance amounts depending on the proposed activities that will take place on the City Property.

ORDINANCE NO. _____

21-1004-1298 | 1123203

Title ___ Amendment

OAR

E. Indemnification.

1. All grants of rights to use City Property must require indemnification by the Applicant in the manner determined by the City Attorney's Office.

F. Policies and Application Forms.

1. The Real Estate Division will adopt policies and application forms for Real Estate Transactions pertaining to City Property. Such policies must be consistent with this Chapter. The Real Estate Division will process all applications in accordance with the policies adopted by the Real Estate Division. The Policies adopted by the Real Estate Division provide guidelines for processing of Real Estate Transactions and do not confer any rights to any person submitting an application for a Real Estate Transaction. The Real Estate Division may amend the Policies as needed, provided that such amended Policies comply with this Chapter. The Real Estate Division may deny applications if the Real Estate Transaction is not in the best interest of the City or for any other reasons set forth in the Policies.

G. Fees.

1. All Applicants will pay a fee for a Real Estate Transaction at the time of submitting an application under this Chapter. The City Council will set through the annual budget process the fees that an Applicant is required to pay for a Real Estate Transaction related to City Property.
2. Payment of fees does not guarantee that a right will be granted under this chapter. The fees are assessed to recover the costs incurred by the City in reviewing an application.
3. Except as otherwise provided in this Chapter, all fees are non-refundable.
4. No fees will be charged to third party contractors for any Real Estate Transaction that is needed to complete a City project or that is related to the provision of services by a contractor hired by the City.

H. Consideration.

1. In addition to other charges under this Chapter, all Applicants will pay a consideration amount for a Real Estate Transaction. The consideration amounts will be set by City Council through the annual budget process, provided however, that consideration amounts may not be lower than the fair market value as determined by the methods established by the Real Estate Division in the Policies.

I. Due Diligence Costs.

1. In addition to other charges under this Chapter, Applicants may be required to pay any due diligence costs as determined by the Real Estate Division. Due diligence costs will be set at the actual amounts charged by the contractors hired by the City. Applicants must pay due diligence costs in advance prior to the hiring of contractors by the City. Due diligence costs are non-refundable once the City is obligated to pay the contractor.

ORDINANCE NO. _____

21-1004-1298 | 1123203

Title __ Amendment

OAR

J. Other costs.

1. In addition to other charges under this Chapter, Applicants may be required to pay other costs for services related to the use of City Property including but not limited to utilities, security, and traffic control as required under the Policies.

K. No guarantee. The payment of fees or other charges under this Chapter does not guarantee any rights or act as a reservation of City Property for certain dates. The Real Estate Division may determine that a City Property is not available or that it is not prudent for the City to enter into a particular Real Estate Transaction.

L. No Waiver. The acquisition of City Property under this Chapter or the use of City Property under this Chapter does not relieve the person or applicant from complying with any other requirements under the El Paso City Code or other laws (local, state, or federal) including but not limited to building permit requirements, zoning requirements, platting requirements, environmental requirements, health and safety requirements, temporary use requirements, special event permit requirements, and noise ordinance requirements. The acquisition of City Property under this Chapter or the use of City Property under this Chapter does not relieve the person or applicant from obtaining permits or licenses from other entities such as federal or state entities.

M. This Chapter does not affect any rights granted prior to the enactment of this ordinance.

Section 15.24.020 – Civil Remedies

- A. Nothing in this chapter limits the City’s right to enforce any property rights or seek remedy under the law as it pertains to City Property.

Section 15.24.030 - Public Forum

- A. No Public Forum. No rental or use of a City Property will constitute a designation of such facility as a public forum. Unless sponsored by the City, all events occurring on City Property are considered private events.

SECTION 2. Except as herein amended, Title 15 of the El Paso City Code shall remain in full force and effect.

SECTION 3. This Ordinance will take effect starting on January 1, 2022.

ADOPTED this ____ day of _____ 2021.

[Signatures begin on the next page]

ORDINANCE NO. _____

21-1004-1298 | 1123203

Title __ Amendment

OAR

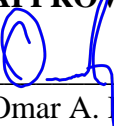
THE CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

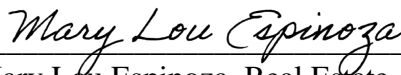
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:



Mary Lou Espinoza, Real Estate
Capital Improvement Department

ORDINANCE NO. _____
21-1004-1298 | 1123203
Title __ Amendment
OAR



Real Estate Division Policies & Fees

Mary Lou Espinoza, MBA

City Council – December 7th & December 14th 2021



ORDINANCE



An Ordinance amending Title 15 (Public Services) of the El Paso City Code to add a new Chapter 15.24 (acquisition, use and disposition of City property) to authorize the establishment of policies & fees for the use, purchase, and disposition of City property.

Why is this important?



- Visionary Initiative 25 by 2025
- Goal 6.6 – Ensure financial stability and accountability through sound financial management, budgeting and reporting
 - Identify potential new revenue streams:
 - Sell land more efficiently
 - Manage our leases more efficiently
- Goal 1.1 – Stabilize and expand El Paso's tax base
 - Activate targeted (re)development (2.0):
 - Disposition of City-owned properties

RESOLUTION



Amending the Budget Resolution to enact the following new fees:

Fee Description	FY 2021 Proposed Fees
Application Fee-Purchase/Sale	\$1,000
Consideration - Purchase/Sale	Market Value as determined by Real Estate Policies.
Due Diligence	Actual cost charged by contractors.
Application Fee- Rights of Entry	\$500
Consideration - Rights of Entry	\$0
Application Fee - Easements	\$1,000
Consideration - Easement	Market Value as determined by Real Estate Policies.
Application Fee - Leases	\$1,000
Consideration - Lease	Market Value as determined by Real Estate Policies.
Agreement Amendments	\$200
Consent to Assignments	\$200
Release	\$200
Termination of Agreements	\$200
Application Fee - Special Event	\$500
Consideration - Special Event	Market Value as determined by Real Estate Policies.

BASIS FOR FEES

- Best Practices
- Cost Recovery
 - No gifts of public funds
 - Alignment with GASB 87

Benchmarked

- El Paso International Airport
- City of Austin
- City of San Antonio
- City of Dallas
- El Paso County
- TXDOT

Timeline of Events



December 1st – 3rd

- Individual briefings with Council Representatives

December 7th

- Introduction of Ordinance amending Title 15 of City Code

December 14th

- Second reading of ordinance
- Resolution amending Budget Resolution



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 #: 21-1381, 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

Airport, 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 1.4 - Grow the core business of air transportation.

Award Summary:

Discussion and action that the City Manager be authorized to sign a Contract for Cleaning Services by and between the City of El Paso, Workquest (formerly known as TIBH Industries, Inc.) and Professional Contract Services, Inc. for cleaning services at the El Paso International Airport Terminal, with a term from January 1, 2022 through December 31, 2024. This is a service requirement contract for an estimated amount of \$3,154,271.64 for the initial three year term with an option to extend the contract for two additional years for an estimated amount of \$2,262,893.40 for a total estimated amount of \$5,417,165.04.

Contract Variance:

The difference in cost is based on the comparison to the previous contract and is as follows: An increase of \$692,649 for the initial term, which represents a 28.14 % increase due to additional items being added to the scope of work.

Non-Competitive Service Requirement Contract

Contract No. 2022-0013

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

AGENDA DATE: December 7, 2021

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director
and City Engineer, (915) 212-1845

Bruce D. Collins, Director of Purchasing & Strategic Sourcing, (915) 212-1181

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Strategic Goal No. 1: Cultivate an Environment Conducive to Strong, Sustainable Economic Development

SUBGOAL: 1.4 – Grow the core business of air transportation.

SUBJECT:

Discussion and action that the City Manager be authorized to sign a Contract for Cleaning Services by and between the City of El Paso, Workquest (formerly known as TIBH Industries, Inc.) and Professional Contract Services, Inc. for cleaning services at the El Paso International Airport Terminal, with a term from January 1, 2022 through December 31, 2024. This is a service requirement contract for an estimated amount of \$ 3,154,271.64 for the initial three year term with an option to extend the contract for two additional years for an estimated amount of \$ 2,262,893.40 for a total estimated amount of \$ 5,417,165.04.

BACKGROUND / DISCUSSION:

WorkQuest/PCIS will provide custodial services at the El Paso International Airport. This contract is exempt from competitive bidding requirements of the Texas Local Government Code Section 252.021 and is in compliance with Chapter 122 of the Texas Human Resource Code. PCSI is certified by WorkQuest as providing employment for the blind and/or disabled. WorkQuest/PCSI has been providing these services to EPIA since 1998.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

The difference in cost is based on the comparison to the previous contract and is as follows: An increase of \$692,649 for the initial term, which represents a 28.14 % increase due to additional items being added to the scope of work.

PROTEST

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$3,154,271.64

Funding Source: Airport Operations

Account: 562/3000/62070/522060

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: El Paso International Airport

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director and City Engineer

COUNCIL PROJECT FORM

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

Please place the following item on the **REGULAR agenda** for the Council Meeting of **December 7, 2021**.

STRATEGIC GOAL: NO. 1 CULTIVATE AN ENVIRONMENT CONDUCIVE TO STRONG, SUSTAINABLE ECONOMIC DEVELOPMENT

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

Award Summary:

Discussion and action that the City Manager be authorized to sign a Contract for Cleaning Services by and between the City of El Paso, Workquest (formerly known as TIBH Industries, Inc.) and Professional Contract Services, Inc. for cleaning services at the El Paso International Airport Terminal, with a term from January 1, 2022 through December 31, 2024. This is a service requirement contract for an estimated amount of \$ 3,154,271.64 for the initial three year term with an option to extend the contract for two additional years for an estimated amount of \$ 2,262,893.40 for a total estimated amount of \$ 5,417,165.04.

Contract Variance:

The difference in cost is based on the comparison to the previous contract and is as follows: An increase of \$692,649 for the initial term, which represents a 28.14 % increase due to additional items being added to the scope of work.

Non-Competitive Service Requirement Contract
Contract No. 2022-0013

*******ADDITIONAL INFO BELOW*******

RESOLUTION

WHEREAS, City of El Paso (City) is in need of various cleaning services for the restrooms and other common use areas of the El Paso International Airport terminal building;

WHEREAS, Professional Contract Services, Inc. (PCSI) is certified by Workquest as providing employment for the blind and severely disabled;

WHEREAS, City has determined that it is in the best interest of the citizens of El Paso to employ citizens with disabilities to perform the services requested herein; and

WHEREAS, the competitive bidding requirements of Texas Local Government Code Section 252.021 do not apply to this contract, which is in compliance with Chapter 122 of the Human Resources Code,

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

That the City Manager be authorized to sign a Contract for Cleaning Services by and between the City of El Paso, Workquest (formerly known as TIBH Industries, Inc.) and Professional Contract Services, Inc. for cleaning services at the El Paso International Airport Terminal, with a term from January 1, 2022 through December 31, 2024. This is a service requirement contract for an estimated amount of \$ 3,154,271.64 for the initial three year term with an option to extend the contract for two additional years for an estimated amount of \$ 2,262,893.40 for a total estimated amount of \$ 5,417,165.04.

[SIGNATURES FOLLOW ON THE FOLLOWING PAGE]

APPROVED this ____ day of _____ 2021.

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:



Sam Rodriguez, P.E.
Chief Operations and Transportation Officer,
Aviation Director and City Engineer

THE STATE OF TEXAS)
)
COUNTY OF EL PASO) **CONTRACT FOR CLEANING SERVICES**

THIS CONTRACT FOR CLEANING SERVICES (hereinafter referred to as the “Contract”), is made by and between the CITY OF EL PASO, a Texas home rule municipal corporation (hereinafter referred to as “City”), and WORKQUEST, a private non-profit corporation and the certifying party (“Workquest”) (formerly known as TIBH Industries, Inc.) and PROFESSIONAL CONTRACT SERVICES, INC. (“PCSI”), the performing party (the certifying and performing parties are hereinafter jointly referred to as “Contractor”).

WHEREAS, City is in need of various cleaning services for the restrooms and other common use areas of the El Paso International Airport (“EPIA”) terminal building;

WHEREAS, Contractor is qualified to provide such cleaning services;

WHEREAS, PCSI is certified by Workquest as providing employment for the blind and severely disabled;

WHEREAS, City has determined that it is in the best interest of the citizens of El Paso to employ citizens with disabilities to perform the services requested herein; and

WHEREAS, the competitive bidding requirements of Texas Local Government Code Section 252.021 do not apply to this Contract, which is in compliance with Chapter 122 of the Texas Human Resources Code;

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

1. **EMPLOYMENT OF CONTRACTOR.** City agrees to engage Contractor and Contractor hereby agrees to perform the cleaning and other services as set forth herein.
2. **TERM.** This Contract commences upon written approval of the Purchasing & Strategic Sourcing Department in accordance of Section 9 of this Contract and expires 36 months from the date of such written approval.
3. **SCOPE OF SERVICES.** Contractor shall provide the following cleaning and other services for the EPIA Terminal Building:

Custodial service for men's and women's public restrooms in non-exclusive areas to include East Ticketing, West Baggage Claim, Center Lobby, East Rotunda, East Concourse (B-6 and B-2), West Concourse, La Placita and the "Meeter/Greeter" areas of the EPIA Terminal Building. Such areas include a total of approximately 8402 square feet, 5 unisex restrooms, 155 toilets, 53 urinals, and 144 lavatories, including without limitation all associated hardware (stainless steel, partitions, ceilings, flooring, and mirrors). The services required herein shall be performed under the terms and conditions

enumerated herein and as more fully described within **ATTACHMENT “A”**, which is attached hereto and incorporated herein for all purposes. Such services shall also be performed to the satisfaction of the Director of Aviation (“Director”) or Director’s designee.

City shall notify Workquest and PCSI if any of PCSI’s employees do not perform their duties as necessary to carry out Contractor’s duties under this Contract. Contractor shall remedy the situation immediately after notice.

4. **BILLING AND PAYMENT.** In consideration for the services provided by Contractor as stated herein, City agrees to pay Workquest the amounts identified in **ATTACHMENT “B”**, which is attached hereto and incorporated herein for all purposes, through the term of this Contract. Workquest shall prepare its invoices in such manner and in such detail as the Director shall request in writing. Contractor shall bill City on the last day of each month for services furnished. Upon verification and approval of such billing, City shall proceed to process and send payment to Workquest. Workquest shall send the appropriate amount, within a reasonable time, to PCSI as may be determined by Workquest and PCSI. Receipt of payment by Workquest shall constitute payment in full to both Workquest and PCSI and discharge fully the obligation of City hereunder.

Contractor shall submit monthly invoices to the City as noted above. Payment of the invoices will be made in accordance with the City’s standard payment procedure. The invoices shall reflect the City’s purchase order number and shall be submitted to:

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

5. **INDEPENDENT CONTRACTOR.** City shall not be subject to any obligations or liabilities of Contractor or its employees, incurred in the performance of the Contract unless otherwise authorized herein. Workquest and PCSI shall, individually and collectively, be deemed at all times to be independent contractors of City and nothing contained herein shall constitute or designate them or any of their employees as employees of City. In carrying out the terms of this Contract, Workquest and PCSI shall select their own employees and such employees shall be and act under the exclusive and complete supervision and control of Contractor. Neither Contractor nor its employees shall be entitled to any of the benefits established for City employees, nor shall they be covered by the City’s Workers’ Compensation Program.
6. **INDEMNIFICATION. CONTRACTOR OR ITS INSURER AGREE TO INDEMNIFY AND HOLD CITY HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, LIABILITIES 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 CONTRACTOR'S ACTIVITIES ON THE PREMISES, ITS USE OF THE PREMISES, OR FROM ANY BREACH ON THE PART OF CONTRACTOR OF ANY TERMS OF THIS AGREEMENT, OR FROM ANY ACT OR NEGLIGENCE OF CONTRACTOR, ITS AGENTS, CONTRACTORS, EMPLOYEES, CONCESSIONAIRES, OR LICENSEES IN OR ABOUT THE PREMISES INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE, OR IN PART, FROM THE NEGLIGENCE OF CITY. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST CITY BY REASON OF ANY SUCH CLAIM, CONTRACTOR, UPON RECEIPT OF WRITTEN NOTICE FROM CITY, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO CITY. Without modifying the conditions of preserving, asserting or enforcing any legal liability against City as required by the City Charter or any law, City will promptly forward to Contractor every demand, notice, summons or other process received by 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 Contractor may deem expedient, and 3) defend or cause to be defended on behalf of 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 City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. City will not be responsible for any loss of or damage to Contractor's property from any cause.

7. **INSURANCE.** For the duration of this contract and any extension hereof, Contractor shall carry public liability insurance with a minimum one million dollars (\$1,000,000.00) limit, per occurrence, for death, personal injury and property damage, with a minimum two million dollar (\$2,000,000.00) general aggregate limit.

Additionally, Contractor shall carry comprehensive automobile liability insurance covering owned, leased, hired and non-owned vehicles with at least One Million Dollars (\$1,000,000.00) combined single limit. These amounts are not a limitation upon the Contractor's agreement to indemnify and hold the City harmless.

The policy shall be carried by an insurance company authorized to do business in the State of Texas. The policy shall be in a form acceptable to the City and shall be for the protection of the City as well as Contractor. The City shall be named as an additional insured. With respect to the above-required insurance, the City and its officers and employees shall be named as additional insureds as their interests may appear. City shall be provided with sixty (60) calendar days advance notice, in writing, of any cancellation or material change. City shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) calendar days prior to the expiration or cancellation of any such policies..

Notices and Certificates required by this clause shall be provided to:

The City of El Paso
Purchasing & Strategic Sourcing Department
300 N. Campbell, 1st Floor
El Paso, Texas 79901

Failure to submit insurance certification may result in Contract cancellation.

8. **WORKER'S COMPENSATION.** For the duration of this contract and any extension hereof, Contactor shall carry Worker's Compensation and Employers' Liability Insurance in the amount required by Texas law: \$500,000.00. The policy must be endorsed to include a waiver of subrogation in favor of City. Any termination, cancellation, or non-renewal of worker's compensation insurance coverage for Contractor shall be a material breach of this Contract.

If at any time during the life of the contract or any extension, Contractor fails to maintain the required insurance in full force and effect; all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for City to terminate the contract.

9. **BONDS AND OTHER PERFORMANCE SECURITY.** Contractor shall provide performance bond and labor payment bonds as set forth in **ATTACHMENT "D"**. Contractor shall not commence any work under this Contract until the Contractor has provided the City the Performance and Payment Labor bonds and the Purchasing & Strategic Sourcing Department has approved such bonds by written notice to the Contractor. The Contractor shall ensure that the Performance and Payment Labor bonds remain valid during the entire term of this Contract. If the Contractor fails to provide the Performance and Payment Labor bonds or if such bonds are not valid at any time under the term of his Contract, then the City may withhold payments under this Contract. Notwithstanding anything to the contrary, the Contractor's failure to provide Performance and Labor Payment bonds as required in this section is considered a material breach to this Contract.

10. **TERMINATION**

- A. *Termination by City for Convenience.* City may terminate this Contract at any time if in City's sole discretion it is convenient to do so. Upon receipt of such notice, Contractor shall discontinue all services under this Contract and cancel all existing orders and agreements chargeable to this Contract. In such event, Contractor shall submit a statement to the Director showing in detail the services performed to the date of termination. City shall pay only for services actually performed under this Contract and not previously paid.
- B. *Termination by City for Cause.* City may terminate this Contract in the event of default by Contractor and a failure by Contractor to cure such default after receiving notice thereof. Should such a default occur, City may deliver a written notice to Contractor describing the default and the proposed date of termination. Such date may not be sooner than the tenth (10th) day following receipt of the notice. If Contractor fails to cure such default prior to the proposed date of termination, then City may terminate Contractor's performance under this Contract as of such date.

By way of example and in no way of limitation, the following events shall be deemed events of default:

- (1) Failure of Contractor to perform or observe any of the obligations, covenants, agreements, and conditions required to be performed or observed under this Contract; and
- (2) The dissolution or liquidation of Contractor; the filing of a voluntary petition in bankruptcy by Contractor; the adjudication of Contractor as a Bankrupt; an assignment for the benefit of creditors by Contractor; the entry into an agreement of composition with its creditors by Contractor; the approval by a court of competent jurisdiction of any petition or other pleading in any action seeking reorganization, arrangement, adjustment, or composition of or in
- (2) respect of Contractor under the Federal Bankruptcy Act or any similar State or Federal law; or the appointment of a receiver, trustee or other similar official for Contractor or its property.

Upon termination for cause, Contractor shall discontinue all service under this Contract and cancel all orders and subcontracts chargeable to this Contract. Contractor shall submit an invoice showing in detail the services performed under this Contract to the date of termination. City shall pay Contractor only for services which were actually performed under this Contract and not previously paid.

- C. *Additional Remedies.* If the Director determines that any condition or action or inaction of Contractor poses an immediate threat to the health or safety of any person or to any property interest, the Director may give written notice to Contractor of such determination giving a reasonable opportunity to cure the action, inaction or condition which shall be at least twenty-four (24) hours. If Contractor has not cured such default within the time stated in the notice, City shall have the right to terminate the Contract immediately and obtain like services as necessary to preserve or protect the affected health, safety or property interests from another vendor in substitution for those due from Contractor at a cost determined by reasonable procurement procedures. City may recover the difference between the cost of substitute services and the Contract price as damages, deducting any such damages from any sums otherwise due and owing to Contractor. Failure of City to obtain substitute services and charge Contractor under this clause shall not be a bar to any other remedy.
- D. *Termination by Contractor for City's Default.* If City fails to perform any of its duties under this Contract, Contractor may deliver a written notice to the Director describing such default, specifying the provisions of the Contract under which Contractor considers City to be in default and setting forth a date of termination not sooner than sixty (60) days following receipt of the notice. If prior to the date of termination City cures such default, the termination shall be ineffective. If City fails to cure such default prior to the date of termination, Contractor may terminate its performance under this Contract as of such date.

- E. *General Termination Provisions.* This Contract may be terminated at any time by mutual written agreement of the parties. In addition, this Contract shall automatically terminate if the City Council of the City of El Paso fails to appropriate or budget money for the payment of the services under this Contract. In such event and upon expiration, termination, or cancellation of this Contract, Contractor shall be permitted ten (10) days within which to remove Contractor-owned equipment and materials from City's premises and Contractor shall account for and return all keys and equipment and materials provided by City in good usable order, allowing for ordinary wear and tear.

11. GENERAL CIVIL RIGHTS PROVISIONS.

Contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds Contractor from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates Contractor or its transferee for the period during which Federal assistance is extended to City through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which City or any transferee retains ownership or possession of the property.

In addition, pursuant to Federal Aviation Administration Order 1400.11, effective August 27, 2013, and because EPIA is subject to regulation by, among others, the FAA, Contractor agrees to comply with the regulations identified in **ATTACHMENT "C"** which is attached hereto and made a part hereof.

- 12. MODIFICATIONS.** This Contract may be modified only by written agreement of all parties.
- 13. ASSIGNMENT-DELEGATION.** No right or interest in this Contract shall be assigned or delegation of any obligation made by Contractor without the express prior written consent of City. Any attempted assignment or delegation, subletting or subcontracting by Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with

this paragraph. Improper attempts to assign, delegate, sublet or subcontract any rights or responsibilities granted herein shall be deemed an event of default, for which City may terminate this Contract.

14. **WAIVER.** No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by all the parties.
15. **GRATUITIES.** City may, by written notice to Contractor, cancel this Contract without liability to Contractor if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this Contract is canceled by City pursuant to this provision, City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.
16. **WARRANTY-PRICE.** Contractor warrants that the price to be paid by City shall be no higher than Contractor's current prices on orders by others for services of the kind and specification covered by this Contract for similar quantities under similar or like conditions and methods of purchase. If Contractor breaches this warranty, the cost of the services shall be reduced to Contractor's current prices on orders by others, or in the alternative, City may cancel this Contract without liability.

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach of violation of this warranty City shall have the right, in addition to any other right or rights, to cancel this Contract without liability and to deduct from the Contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
17. **ADVERTISING.** Contractor shall not advertise or publish, without the Director's prior written consent, the fact that City has entered into this Contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
18. **AVAILABILITY OF FUNDS.** The awarding of this Contract is dependent upon the availability of funding. In the event that funds do not become available, the Contract may be terminated or the scope may be amended. A thirty (30) day written notice will be given to the Contractor and City shall incur no penalty or charge.
19. **NOTICE.** Notices which are required to be given in accordance with the provisions of this Contract shall be sent, postage prepaid, to the following:

CITY: El Paso International Airport
Attn: Director of Aviation
6701 Convair Road
El Paso, Texas 79925-1091

copy to: City of El Paso
Attn: City Clerk
P.O. Box 1890
El Paso, Texas 79950-1890

copy to: City of El Paso
Purchasing Department
P.O. Box 1890
El Paso, Texas 79950-1890

CONTRACTOR: Workquest
Attn: Henry Hernandez
5503 Grissom Rd., Ste. 103
San Antonio, Texas 78238

copy to: Professional Contract Services, Inc.
Attn: Kevin Cloud
718 West FM 1626, Building 100
Austin, Texas 78747

20. LAW GOVERNING CONTRACT/VENUE. This Contract is entered into and is performable wholly in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.

21. ENTIRE AGREEMENT. This Contract constitutes and expresses the entire agreement between the parties regarding the scope of services specified. It shall not be amended or modified except by a written instrument signed by all parties. Each individual(s) signing this Contract on behalf of Contractor acknowledges that each is authorized to do so, and warrants that each is authorized to commit and bind Contractor to the terms and conditions of this Contract.

APPROVED this ____ day of _____, 2021.

(Signatures Begin on Following Page)

Signature page for the City of El Paso, Contract for Cleaning Services between the City of El Paso and Workquest and Professional Contract Services, Inc. (PCSI).

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

CITY OF EL PASO:

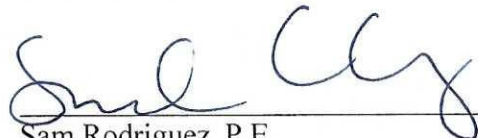
Tomás González
City Manager

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Sam Rodriguez, P.E.
Chief Operations and Transportation
Officer, Aviation Director and City Engineer

Signature page for Workquest, Contract for Cleaning Services between the City of El Paso and Workquest and Professional Contract Services, Inc. (PCSI).

CONTRACTOR:

WORKQUEST:

By: 

Printed Name:

HENRY HERNANDEZ

Title:

REGIONAL MARKETING MGR

Signature page for Professional Contract Services, Inc. (PCSI), Contract for Cleaning Services between the City of El Paso and Workquest and Professional Contract Services, Inc. (PCSI).

CONTRACTOR:

**PROFESSIONAL CONTRACT
SERVICES, INC. (PCSI):**

Andrew

By: Cooke Digitally signed by
Andrew Cooke
Date: 2021.12.02
10:46:04 -06'00'

Printed Name: ANDREW S. COOKE

Title: DIRECTOR, CONTRACTS &
COMPLIANCE

ATTACHMENT “A”

CLEANING SERVICES FOR EL PASO INTERNATIONAL AIRPORT MINIMUM REQUIREMENTS

GENERAL CONDITIONS

MINIMUM SPECIFICATIONS: The specifications listed are to be interpreted as meaning the minimum required by City. Contractor commits to provide goods/services that are consistent with the City's specifications in every regard unless an exception is clearly noted.

GENERAL PROVISIONS FOR ALL CITY BUILDINGS

1. **HOUSEKEEPING EMPLOYEES ARE NOT TO BRING ANY CHILDREN OR ANY UNAUTHORIZED PERSONNEL TO WORK WITH THEM WHEN WORKING AT CITY FACILITIES. THE RULE SHALL BE STRICTLY ADHERED TO FOR SECURITY PURPOSES AND FOR THE PROTECTION OF THE CHILDREN.**
2. **Uniforms** - All Contractor/subcontractor employees will wear a standard, distinctive uniform of same color and design with company logo that is visible and recognizable from 15 feet: Employees must wear a City issued ID (identification), which must be visible at all times while providing service at a City facility. Uniform will be maintained properly and kept clean and pressed. Closed shoes shall be worn that conform to meet safety standards. Street clogs, open toe sandals, or shoes with heels that exceed two inches in height are not permitted.
3. **Contractor must comply with Chapter 502 of the Texas Health and Safety Code (the Hazard Communication Act).**
 - Have a prepared written list of all hazardous chemicals that will be present at each location.
 - Hazardous chemical list must be kept updated.
 - Material Safety Data Sheets must be kept at each location for all hazardous chemicals in both English and Spanish.
 - Hazardous chemical list must be cross-referenced so that identifiers on the list refer to the MSDS's and warning labels.
 - All hazardous materials must be properly labeled.

- Employee must be informed of the Hazardous Chemical list.
 - Employees must be informed of the hazards associated with performing non-routine task.
 - Have a hazardous communication program in writing and available upon request.
4. Contractor must submit a list of supervisor cell phone numbers. List must be kept updated. Changes must be sent to the Director within two (2) working days of changes.
 5. Contractor shall maintain communications and mutual understanding with the Department of Aviation staff.
 6. All complaints will be addressed by the Director in writing to the Contractor.
 7. If Contractor fails to abide by contract or perform duties as specified, contract may be terminated.
 8. In the event of any extensive remodeling and/or relocation, which will affect the type of cleaning, Contractor may submit a claim for an adjustment in the contract price, justifying the increase if appropriate. If less work is required, Director will notify the Contractor and will adjust invoice appropriately.
 9. There will be no additional compensation to Contractor for the duration of the contract if carpet is replaced with tile or tile to carpet.
 10. Night supervisor must be available to respond to emergency calls. Contractor must provide the night supervisor with a cell phone. Calls must be responded to in no more than one (1) hour after receipt of call.
 11. Contractor shall provide and document at least one (1) hour training sessions per month for the duration of the contract for all employees working in City facilities. It shall include training on any of the topics listed below in the training program. It shall provide training for the purpose of updating and for correcting deficiencies in individual performance found as a result of Contractor's quality control program, City's inspections or supervisor's review. Record of all employees training and an outline of the training plan, including topic with a statement of content and method of training, shall be submitted once a month to the Director.

TOPICS TO BE COVERED IN TRAINING SESSIONS

1. Duties of each employee and techniques for measuring quality of work performance
2. Inform employees of Contractor's Chain-of-Command
3. Cleaning Techniques and Procedures
4. Technique and Procedures for proper chemical usage
5. Role of housekeeping in the City facilities and its effect on the well-being of City

- employees and visitors
6. Proper care and preventive maintenance of Contractor's equipment
 7. Safety Procedures
 8. Security Procedures
 9. Adherence to all work schedules
 10. Proper attitude toward visitors and staff
 11. Employee personal hygiene
 12. All Custodial staff will be trained on the use of all equipment and documented on care of equipment. All training will be uniform for all shifts. No employee will use equipment that they have not been trained on.
 13. No employee will operate equipment unless documented that said employee has been trained.
 14. Any employee caught misusing or damaging equipment will be disciplined and retrained on proper use.
 15. Crew leaders will be disciplined if issuing damaged or broken equipment to employees.
 16. All Crew Leaders will check all equipment being checked in or checked out before issuing equipment for the next shift.
 17. Crew Leaders will be responsible for reporting to their immediate supervisor any equipment that is out of service due to repairs or in need of repair.
 18. With training in all aspects of the Custodial Section complete, each employee should be able to describe in detail the use of equipment and cleaning procedures.
 19. Any new equipment purchased to replace old equipment will require training for all employees to familiarize themselves with the functions of the new equipment.
 20. Training on how to properly operate equipment will be done by Crew Leaders and documented, to be put on file with both signatures before employee is released to operate equipment. See Building Custodial Employee Training Log.
 21. If employee has not been trained to operate equipment, he or she will not be required to work with equipment.

The training will then be documented and submitted to the Director at the end of each month.

PROVISIONS SPECIFIC TO EL PASO INTERNATIONAL AIRPORT (Airport)

1. All work areas shall be locked and secured at the end of each workday.
2. Contractor access points and times to Airport property shall be limited to those designated by Airport Operations.
3. Contractor identification badge requirements at the Airport are as follows:
 - a. Contractor shall complete and submit a security badge agreement/contract with Airport Operations for approval.
 - b. All identification badges issued to Contractor, Contractor's employees and subcontractors badges shall be returned to Airport Operations at the conclusion of the scope of work. All workers must be badged and a \$50.00 charge per badge will

- be deposited prior to acquiring a badge. This deposit will be returned and the final pay application paid when all badges have been returned to the Airport.
- c. The fee for an Airport issued ID badge that is lost, stolen, or not returned to the Airport will be \$110.00 per badge or the fee identified by the City in its annual budget resolution.
 - d. All persons seeking an Airport identification badge will attend security training. Airport Operations shall provide the training and it will last not more than two hours.
 - e. All persons seeking an airport identification badge will submit a five-year work history to the Badging Office. Contractor will verify five years of the five-year work history.
 - f. All persons seeking an Airport identification badge will submit documentation that establishes their identity and employment eligibility and undergo a Security Threat Assessment (STA) prior to receiving an Airport identification badge. An Airport identification badge will not be issued to the individual until approved by the Transportation Security Administration (TSA).
 - g. All persons seeking unescorted access to the Airport's security identification display areas (SIDA) will submit their fingerprints to the Badging Office for criminal history check prior to receiving an airport identification badge.
 - h. All persons who will be working on a regular basis in the sterile area of the Airport will submit their fingerprints to the Airport Badging Office for a criminal history records check (CHRC) prior to receiving access to the sterile area.
 - i. All persons working in the sterile area during flight operations will present themselves to screening.
 - j. Contractor, supervisors and individuals issued an Airport identification badge will ensure that all persons working in secure areas of the Airport will display the proper identification badge for that area or are under the escort of a proper Airport issued identification badge holder.
 - k. It is Contractor's responsibility to ensure that all deliveries made to Airport property are done within the airport security regulations and that individuals with an Airport issued identification badge, which grants access to that area, will escort all delivery vehicles and personnel.
 - l. Contractor, as well as individual identification badge holders will follow all security regulations and enforce all security rules and regulation. Contractor and individual identification badge holders will be subject to fines between \$2,000 and \$10,000 and penalties as called for in the El Paso City Code, Title 14. Contractor and individual identification badge holders will be responsible to reimburse the airport for all fines or penalties imposed by the federal Government for security breaches caused by Contractor, supervisors, and subcontractors.

4. Definitions

- a. **Security Identification Display Area (SIDA).** That area of Airport property outside of the Terminal Building and within the security fence where entry to the area is controlled by access card and/or guard posts. An Airport identification

badge configured to the SIDA must be displayed by unescorted individuals in the area at all times.

- b. **Secured Area.** All areas of Airport property within the security fence and outside of the SIDA. An Airport identification badge configured to the area must be in possession of all unescorted individuals in the secured area.
- c. **Sterile Area.** Those portions of the Airport Terminal beyond the Transportation Security Administration (TSA) screening inspection points. All contractors, supervisors and subcontractors must be processed through the screening inspection process or under the assigned escort of Airport Operations when entering the sterile areas of the Airport.
- d. **Escort.** An individual granted unescorted access to secure areas of the Airport may escort non-badged individuals into secure areas for official business purposes. Escort is a common sense process; the person/persons being escorted must have official business in the area and be strictly controlled by the badge individual. An individual granted escort authorization in the SIDA and Sterile areas must have an “E” designation on his/her Airport identification badge.

TASKS

1. GENERAL CLEANING INSTRUCTIONS FOR RESTROOMS (ALL SHIFTS)

A. EQUIPMENT

- 1) Maid cart
- 2) Mop bucket with wringer
- 3) Mop
- 4) Broom and dust pan
- 5) Duster
- 6) Bow brush and container
- 7) Wet floor sign
- 8) Working sign

B. MATERIALS

- 1) Toilet paper
- 2) Paper towels
- 3) Tampax/Kotex
- 4) Trash bags
- 5) Rags, sponges
- 6) Cleaning solutions:
 - a. Glass cleaner
 - b. Disinfectant
 - c. Multi-purpose cleaner

- d. Neutral cleaner
- e. Stainless steel cleaner
- 7) Hand soap
- 8) Seat covers
- 9) Baby changing refills

C. PERSONAL PROTECTIVE EQUIPMENT (MINIMUM REQUIREMENTS)

- 1) Safety glasses with side shields
- 2) Solvex rubber gloves
- 3) Safety shoes (anti-slip, ANSI#241)
- 4) Dust particle mask

D. INSTRUCTIONS

- 1) Inspect area for deficiencies:
 - a. Floor
 - b. Counter
 - i. Paper towel
 - ii. Hand soap
 - iii. Tampax/Kotex
 - c. Stalls:
 - i. Toilet paper
 - ii. Floor
 - iii. Commodes
 - iv. Seat covers
 - v. Coat hook
 - d. Urinals
 - i. Floor
 - ii. Wall
 - iii. Fixture
 - e. Baby changing station
 - f. Air grills
 - g. Walls
 - h. Lights (operational check)
 - i. Hand dryer (operational check)
- 2. Correct any deficiency:
 - a. Floor - place "Wet Floor" sign out and mop up water.
 - b. Counter
 - i. Refill paper towel dispensers
 - ii. Refill hand soap dispensers
 - iii. Refill Tampax/Kotex dispensers
 - c. Stalls
 - i. Refill toilet paper

- ii. Clean around commodes
 - iii. Clean commodes (follow commode cleaning instructions)
 - iv. Refill seat covers
 - v. Check operation of door, verify coat hook is there.
 - d. Urinals
 - i. Mop up water, if on floor.
 - ii. Wipe wall, if necessary
 - iii. Clean urinal following instructions.
 - e. Refill baby changing station, verify straps
 - f. Check dust air grills following instructions
 - g. Clean walls following instructions
- 3. General cleaning:
 - a. Mop floor - following safety requirements for barricading
 - b. Clean mirror - following instructions
 - c. Clean counter tops - follow instructions
 - d. Clean sinks and faucets
 - e. Clean dispensers - soap, tampax, paper towel and hand dryer
 - f. Clean stalls, walls, commodes and floors in stalls
 - g. Clean urinals, walls, floors
 - h. Empty trash receptacles
 - i. When cart trash bags are full, remove bag - tie off and dispose of in compactor located in basement of Terminal I.

E. SAFETY STATEMENT

Emptying trash: Remove Bag. Do not attempt to pick trash out of container, do not try to smash trash down to create more room.

2. GENERAL CLEANING INSTRUCTIONS FOR URINALS AND COMMODES (ALL SHIFTS)

A. EQUIPMENT

- 1) Aerosol containers and bulk containers properly labeled with the name of the chemical being used; chemical not to be mixed with something (i.e. Bleach and Ammonia)
- 2) Work area and wet floor signs
- 3) Mop with bucket and wringer
- 4) Pump spray bottle properly labeled with the name of the chemicals being used

B. MATERIALS

- 1) Cotton bowl mop
- 2) Paper towels, rags and sponges

- 3) Disinfectant cleaner
- 4) Multi-purpose cleaner

C. PERSONAL PROTECTIVE EQUIPMENT (MINIMUM REQUIREMENTS)

- 1) Eye Protection: Safety glasses with side shields
- 2) Hand Protection: Green Solvex Rubber Gloves (Rubber gloves must be worn at all times when cleaning commodes and urinals)
- 3) Foot Protection: Safety shoes (Wear safety shoes at all times)

D. INSTRUCTIONS

- 1) Place proper signage per shift Crew Leader recommendations to alert the public.
- 2) Put on rubber gloves and safety glasses.
- 3) Remove foreign matter with brush from urinals and commodes. Flush each when cleared.
- 4) Using a cotton bow mop, thoroughly saturate inside and out of urinals and commodes to include basins, fixtures and commode seats with disinfectant or multi-purpose cleaner.
- 5) Time permitting, allow it to sit for five minutes.
- 6) Flush urinals and commodes and rinse the outside area with clean water making sure all the chemical is rinsed off.
- 7) Use paper towels to wipe dry exterior areas of urinals and commodes to include seats, basins and fixtures.
- 8) Discard paper towels in trash can or trash liner on cart.
- 9) Mop up excess spillage around urinals and commodes. Rinse with clean water and allow to dry. Remove signs when the floor is dry.

E. SAFETY STATEMENT

- 1) Make sure urinals and commodes are completely free of any chemicals before put back in service.
- 2) Wash gloves with soap and water before removing them.

3. GENERAL CLEANING INSTRUCTIONS FOR LAVATORY (SINK)

A. EQUIPMENT

- 1) Spray bottle properly labeled with the name of the chemical being used
- 2) Work area and wet floor signs

B. MATERIALS

- 1) All purpose or disinfectant cleaner
- 2) Paper towels and sponge

C. PERSONAL SAFETY EQUIPMENT (MINIMUM REQUIREMENTS)

- 1) Eye protection: Safety glasses with side shields
- 2) Hand protection: Green Solve rubber gloves

D. INSTRUCTIONS

- 1) Place proper signage per shift Crew Leader recommendation.
- 2) Put on rubber gloves and safety glasses.
- 3) Spray lavatory (sink) holding spray bottle six inches away, spray nozzle
- 4) Time permitting: Allow to stand for five minutes.
- 5) Wipe dry with paper towels.
- 6) Properly discard used paper towels in trash can or trash liner on cart.

E. SAFETY STATEMENT

- 1) Make sure you are wearing safety glasses when spraying cleaning chemicals.
- 2) Wash gloves with soap and water before removing them.

4. GENERAL CLEANING INSTRUCTIONS FOR COUNTER TOPS

A. EQUIPMENT

- 1) Spray bottle properly labeled with the name of the disinfectant cleaner or all-purpose cleaner being used
- 2) Work area and wet floor sign.

B. MATERIALS

- 1) Disinfectant cleaner or all-purpose cleaner
- 2) Paper towels
- 3) Sponge

C. PERSONAL PROTECTIVE EQUIPMENT (MINIMUM REQUIREMENTS)

- 1) Hand protection: Green Solvex rubber gloves
- 2) Eye protection: Safety glasses with side shields

D. INSTRUCTIONS

- 1) Place proper signage for shift or Crew leader recommendations to alert the public.
- 2) Put on rubber gloves and safety glasses
- 3) Spray counter top holding spray bottle 6" away, spray bottle nozzle set at a mist not a stream using disinfectant cleaner or all-purpose cleaner.

- 4) Time permitting: Allow to stand for 5 minutes
- 5) Scrub counter top with a sponge and dry off with paper towels.

E. SAFETY STATEMENT

- 1) Make sure you are wearing safety glasses when spraying cleaning chemicals.
- 2) Wash gloves with soap and water before removing them.

5. **GENERAL CLEANING INSTRUCTIONS FOR MIRRORS**

A. EQUIPMENT

- 1) Work area sign and wet floor sign
- 2) Spray bottle properly labeled with the name of the chemical being used

B. MATERIALS

- 1) Glass cleaning chemical
- 2) Paper towels

C. PERSONAL PROTECTIVE EQUIPMENT (AS A MINIMUM)

- 1) Hand protection: Green Solvex rubber gloves
- 2) Eye protection: Safety glasses with side shields

D. INSTRUCTIONS

- 1) Place proper signage to alert the public that work is being performed in the area.
- 2) Put on rubber gloves and safety glasses.
- 3) Spray mirror holding bottle 6” to 10” away from mirror, nozzle set at a mist not a stream using properly mixed glass cleaner.
- 4) Wipe with a paper towel using a circular motion until dry.
- 5) Properly discard used paper towels in a trash can or trash liner on cart.

E. SAFETY STATEMENT

Make sure you are wearing your safety glasses when spraying glass cleaner.

6. **GENERAL INSTRUCTIONS FOR HIGH DUSTING**

A. EQUIPMENT

- 1) Ladder
- 2) Battery operated platform lift

- 3) Feather duster
- 4) Dust mop/extension pole
- 5) Battery operated or electric vacuum
- 6) Proper signage

B. MATERIALS

- 1) Paper towels
- 2) Rags
- 3) Dust attractant - treatment

C. PERSONAL PROTECTIVE EQUIPMENT (MINIMUM REQUIREMENTS)

- 1) Eye protection - Goggles
- 2) Respiratory protection - Mask
- 3) Hand operation - Green Solve rubber gloves
- 4) Back protection - Back support belt

D. INSTRUCTIONS

- 1) Place proper signage to alert the public that area is closed or that they are being rerouted.
- 2) Move furniture using proper lifting techniques or ask for assistance.
- 3) Using the platform lift or a ladder to dust all high areas and overhangs, light fixtures and directory signs.
- 4) Using the shoulder vacuum to remove as much dust as possible from these areas, once dust has been removed, the dust left can be removed with a dust rag, or paper towel with dust attachment.
- 5) Wipe remaining dust from these areas. Once the high dusting is completed, dust mop the floor below or vacuum the carpet.

E. SAFETY STATEMENT

- 1) Goggles must be worn at all times while dusting.
- 2) Ensure that all areas are clear before moving the platform lift.
- 3) Dust mask must be worn at all times while dusting.

SECURITY

1. SECURITY LEVELS AND RESPONSES

When security levels are increased the Contractor will respond by increasing the scheduled number of times areas and trash receptacles are checked and report any unusual situations or items left in trash cans to Airport Security. Also maintain a log indicating the times each area was checked to show an increase of rounds being made.

2. GENERAL SECURITY

To maintain normal levels of cleaning schedules of the restrooms and report to Airport Security any items left in the restroom areas. Also maintaining a log indicating the times areas are serviced.

(END OF ATTACHMENT)

ATTACHMENT “B”

Pricing for 2022 – 2023 and 2023 – 2024 for the El Paso International Airport

EPIA Custodial Services	CY2022 1-Jan-2022 to 31-Dec-2022	CY2023 1-Jan-2023 to 31-Dec-2023	CY2024 1-Jan-2024 to 31-Dec-2024	CY2025 1-Jan-2025 to 31-Dec-2025	CY2026 1-Jan-2026 to 31-Dec-2026
Monthly Price	\$ 85,056.52	\$ 87,592.94	\$ 90,206.51	\$ 92,899.64	\$ 95,674.81
Total Annual Price	\$ 1,020,678.24	\$ 1,051,115.28	\$ 1,082,478.12	\$ 1,114,795.68	\$ 1,148,097.72

Note*

HOURS OF OPERATION

1st Shift: 6 am to 3 pm, and

2nd Shift: 3 pm to 12 am

ATTACHMENT “C”

FAA Order 1400.11

Pursuant to Federal Aviation Administration Order 1400.11, effective August 27, 2013, as amended and/or replaced by subsequent regulation, 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 (except as Lessee is mandated by security requirements imposed by Lessee’s federal government customers):

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 Acts and Regulations set out in Federal Aviation Administration Order 1400.11, Appendix 4, as same may be amended from time to time (the “Acts and Regulations”) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

 B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Lessor 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 easement had never been made or issued. [FAA Order 1400.11, Appendix C]
2. 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 (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 Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations.

 B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Lessor 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 easement had never been made or issued. [FAA Order 1400.11, Appendix D]

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

U.S.C. 1681 et seq).

B. In the event of breach of any of the covenants in this section 3, Lessor 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]

ATTACHMENT “D”

Payment and Performance Bonds and Contractor Termination

KEY DEFINITIONS	
Payment Bonds	A promise of a surety assuring payment to all persons supplying labor or materials in the prosecution of the work provided for in the contract.
Performance Bonds	A promise of a Surety, sometimes referred to as a "completion bond" to assure the City that once the contract is awarded, the contractor will perform its obligations under the contract. If a contractor fails to perform its obligations under the contract the surety company which issued the bond is obligated to fulfill the term of the contract at no additional cost to the City.
Responsibility	The status of contractor determining that it has the capability; tenacity and perseverance to perform a contract.
Sourcing	The process of selecting a contractor through competitive procurement or negotiation.
Termination for Default	The exercise of the government's right to completely or partially terminate a contract because of the contractor's actual or anticipated failure to perform its contractual obligations. Typical causes are if the contractor fails to (i) deliver goods or services within the time specified; (ii) perform any other provision of the contract (insurance lapse); (iii) make sufficient progress, if the failure endangers performance of the contract.
Termination for Convenience	The exercise of the government's right to completely or partially terminate a contract when it is in the government's best interest.

PAYMENT & PERFORMANCE BONDS
The amount of the bonding requirement to equal a four (4) month value of the contract.
<p>Example:</p> <p>The amount of the contract is awarded for \$120,000 annually.</p> <p>The monthly cost would be billed at \$10,000 per month. ($\\$120,000 / 12 = \text{monthly cost}$)</p> <p>The bonding requirement would be 4 months X \$10,000 = \$40,000.</p> <p>Formula:</p> <p>(Annual Award / 12) = Monthly cost</p> <p>Monthly cost X 4 = Bonding Requirement</p>

CONTRACTOR TERMINATION
There are two classifications for default termination, Level One and Level Two.
<p>Level One- Contractors terminated for default and the City has to engage the surety company to complete the contract. A Level One default would result in a contractor retaining the non-responsible designation for three years from the date of the termination. Said contractor would be placed on the "Ineligible Source List" for three years.</p> <p>Level Two- Contractors which are terminated for default due to their inability to obtain the appropriate level. of bonding. A Level Two default would result in a contractor having the non-responsible designation for one year or until they provide written confirmation from a surety company that the contractor's bonding capacity has been increased or said contractor has obtained bonding to mitigate the condition for which they were terminated.</p>

Bond Requirement Calculation

Annual Contract Amount (A) / 12 = Monthly Cost (B) X 4 = Bonding Requirement (C)			
Bond	Annual Contract Amount (A)	Monthly Cost (B) [Annual Amount / 12]	Bonding Requirement (C) (Monthly Cost (B) X 4)
Payment and Performance	\$ _____	\$ _____	\$ _____
Total Annual Bonding Requirement			\$ _____

A Letter of Commitment from an approved surety must be submitted with the bid, bids not including this letter will be deemed non-responsive. This Letter of Commitment is a letter that affirms that said surety shall provide a Payment and Performance bonds should the company receive an award.

Payment and Performance are due at least 30 days before the anniversary of the contract every year for the duration of the contract.

[END OF ATTACHMENT]



Legislation Text

File #: 21-1374, 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

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 2.3 - Increase public safety operational efficiency.

Award Summary:

Discussion and action on the award of Solicitation 2021-1383 Fire Station 36 to Harrington Construction LLC dba HB Construction for an estimated award of \$7,399,000.00. This contract will allow the construction of the new Fire Station #36 to be located at 1960 Resler Drive.

Department:	Capital Improvement
Award to:	Harrington Construction LLC dba HB Construction
	El Paso, TX
Item(s):	All
Initial Term:	360 Consecutive Calendar Days
Base Bid I:	\$7,399,000.00
Total Estimated Award:	\$7,399,000.00
Account No.:	190 - 4820 - 29090 - 580270 - PCP20FDSTATIO36
Funding Source:	Public Safety Bond
District(s):	1

This is a Competitive Sealed Proposal, lump sum contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Harrington Construction LLC dba HB Construction the highest ranked offeror.

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

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the

work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

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

AGENDA DATE: December 7, 2021

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director and
City Engineer, (915) 212-1845
Bruce D. Collins, Director of Purchasing & Strategic Sourcing, (915) 212-1181

DISTRICT(S) AFFECTED: 1

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 award of solicitation 2021-1383 Fire Station 36 to Harrington Construction LLC dba HB Construction for a total estimated award of \$7,399,000.00.

BACKGROUND / DISCUSSION:

The voters of the City of El Paso approved a Public Safety Bond measure in November 2019. Key elements of the bond program are new and/or renovated public safety facilities. With the rapid growth on the west side of El Paso, additional fire station is necessary. The new Fire Station #36 will be located at 1960 Resler Drive.

SELECTION SUMMARY:

Solicitation was advertised on July 20, 2021 and July 27, 2021. The solicitation was posted on the City website on July 20, 2021. The email (Purmail) notification was sent out on July 22, 2021. There were a total of seventy two (72) viewers. seven (7) proposals were received, six (6) 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: 7,399,000.00

Funding Source: Public Safety Bond

Account: 190 – 4820 – 29090 – 580270 – PCP20FDSTATIO36

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director and City Engineer

**COUNCIL PROJECT FORM
(Competitive Sealed Proposal)**

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

Please place the following item on the **REGULAR AGENDA** for the Council Meeting of **December 7, 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 operational efficiency

Award Summary:

Discussion and action on the award of solicitation 2021-1383 Fire Station 36 to Harrington Construction LLC dba HB Construction. for an estimated award of \$7,399,000.00. This contract will allow the construction of the new Fire Station #36 will be located at 1960 Resler Drive.

Department:	Capital Improvement
Award to:	Harrington Construction LLC dba HB Construction El Paso, TX
Item(s):	All
Initial Term:	360 Consecutive Calendar Days
Base Bid I:	\$7,399,000.00
Total Estimated Award:	\$7,399,000.00
Account No.:	190 – 4820 – 29090 – 580270 – PCP20FDSTATIO36
Funding Source:	Public Safety Bond
District(s):	1

This is a Competitive Sealed Proposal, lump sum contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Harrington Construction LLC dba HB Construction the highest ranked offeror.

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

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

COMPETITIVE SEALED PROPOSAL (CSP) EVALUATION SHEET
Solicitation No. 2021-1383
Fire Station 36

Evaluation Factors	Maximum Points	Harrington Construction, LLC DBA HB Construction	FCI Constructors, Inc.	Dantex General Contractors	Veliz Company LLC	Aztec Contractors, Inc.	Noble General Contractors, LLC	Mirador Enterprises, Inc.
Factor A - Offeror's Proposed Price	35	\$ 7,399,000.00	\$ 7,732,032.00	\$ 7,698,000.00	\$ 8,222,483.00	\$ 7,347,000.00	\$ 7,987,000.00	\$ 9,263,675.92
		34.75	33.26	33.40	31.27	35.00	32.20	27.76
Factor B - Offeror's Experience and Reputation	20	17.47	18.53	16.65	12.07	5.00	6.33	4.73
Factor C - Offeror's Project Planning and Scheduling for this Project	15	12.60	13.80	11.10	12.20	10.80	11.20	10.00
Factor D - Quality of Offeror's Goods and Services	15	11.90	11.00	12.40	12.60	12.60	10.80	11.60
Factor E - Offeror's Project Safety Program for this Project	5	3.80	4.00	4.00	4.00	4.00	3.60	3.40
Factor F - Proposed Key Personnel	10	8.20	7.30	7.20	8.10	8.40	6.50	7.30
Total Points	100	88.72	87.89	84.60	80.24	75.80	70.63	64.79
	Ranking	1	2	3	4	5	6	7

Bruce D. Collins
APPROVED: _____
Purchasing & Strategic Sourcing Director Date
October 12, 2021

Michael J. Vonasek
APPROVED: _____
City Engineer
For

Michael J. Vonasek, P.E.
APPROVED: _____
Assistant Director of Construction



City of El Paso Cost of Summary Proposals



BID TITLE: Fire Station 36

BID NO: 2021-1383

BID DATE: September 1, 2021

DEPARTMENT: Capital Improvement

	Aztec Contractors, Inc. El Paso, TX Offeror 1 of 7	Dantex General Contractors El Paso, TX Offeror 2 of 7	FCI Constructors, Inc. Glendale, AZ Offeror 3 of 7	Harrington Construction, LLC DBA HB Construction El Paso, TX Offeror 4 of 7	Mirador Enterprises, Inc. El Paso, TX Offeror 5 of 7	Noble General Contractors, LLC El Paso, TX Offeror 6 of 7	Veliz Company LLC El Paso, TX Offeror 7 of 7
BASE BID	\$7,347,000.00	\$7,698,000.00	\$7,732,032.00	\$7,399,000.00	\$9,263,675.92	\$7,987,000.00	\$8,222,483.00
AMENDMENTS ACKNOWLEDGED:	YES	YES	YES	YES	YES	YES	YES
BID BOND:	YES	YES	YES	YES	YES	YES	YES

View List

2021-1383 Fire Station 36

	Name	Company
1	Monsisvais, Mauro	1981
2	Garcia, Alfonso	1988
3	Skertchly, Edgar	AAA General Contrato
4	Aguilera, Benjamin	AB Powers, LLC.
5	Gallegos, Mari	Abescape
6	Counts, Tim	Accent Landscape Con
7	Dittmar, Mark	Access Communication
8	Perry, Frank	ACO Remodeling And C
9	Fierro, Brenda	AEGIS Special System
10	Flores, Amada	Aim Construction Com
11	Magdaleno, Jesus	Allen Concrete Inc.
12	Jones, Mel	All-Tech Fuel System
13	padilla, felix	Alpha Engineering, I
14	Pena, Lorenzo	Alpine Electric
15	Barraza, Jose	Alygn Solutions
16	Armendariz, Richard	AM Insulation, Inc.
17	DIAZ, REBECA	AREDI Enterprises, L
18	David, McGlohon	Arrow Building Corp.
19	Fernandez, Robert	Arrow construction
20	Lopez, Ricardo	Aztec Contractors, I
21	Stresow, Adrian	Banes General Contra
22	Luna, Larry	Bella Luna Engineeri
23	Arellano, Veronica	Belt Con Constructio
24	Black, Rick	Black Fire And Secur
25	Reyes, Carlos	Black stallion Contr
26	Anguiano, Carlos	Border Demolition
27	Acosta, Maleni	BPSI
28	burke, wiliam	Burke Insurance Grou
29	Aguilar, Francisco	Burman
30	Caballero, Luis	Caballero Electric C
31	Arguijo, Carlos	CARDINA
32	Concha, David	CEA Group
33	Noe, Gamez	Chill Pro LLC
34	Kimball, Debbie	City of New Braunfel
35	Lira, German	CJ Desert Constructi
36	Avila, Rick	CK Construction, Inc
37	Brayan, Chavarria	CMD Endeavors
38	Gabbert, Julio	CodeLumen
39	Exton, Pamela	Construction Journal
40	Wood, Jane	Construction Reporte

View List

2021-1383 Fire Station 36

	Name	Company
41	TYREE, BRUNO	CONTRACTOIRS & ENGIN
42	Deg, Maria	Contractors Register
43	Zack, Goetz	CORE Construction
44	Jessiman, Scott	DAndH United Fueling
45	Pelech, Keeley	Dantex Construction
46	HARRISON, MIKE	DEL MAR CONTRACTING,
47	Delgado, Alberto	Delgado's Repair
48	Pinney, John	Delta Unlimited LLC
49	Management, Source	Deltek
50	Ornelas, Pablo	Desert Contracting
51	Hudson, Brad	Direx Construction,
52	Peggy, Koehn	Dodge Data
53	Soto, Daniel	DRS Rock Materials,
54	Oropeza, Juan	DS MECHANICAL CONTRA
55	banda, Emilio	dsi
56	RODRIGUEZ, ALFREDO	E.N.E. Electrical Se
57	Lujan, Rosie	ECM International
58	Baca, Ricardo	El Paso Bid Deposito
59	Reyes, Jessica	El Paso Jag
60	Soto, Lorena	El Paso Sanitation S
61	RAMOS, RAFAEL	EMINENT GENERAL CONT
62	Ross, Chris	EMJ Construction
63	LEON, VIRGIL	EP MECHANICAL TECHNO
64	Garcia, Art	EPSD Inc. dba El Pas
65	Haverkamp, Anthony	FCI Constructors, In
66	Jaramillo, Jorge	Fulcrum Contracting
67	Gamboa, Lorenzo	Gamboa Electric Inc
68	Rivas, Fernando	GCC Sun City Materia
69	Pereira, Suave	GEOFILL CONSTRUCTION
70	Banks, Archie	Globe Builders, LLC
71	Sambrano, Michael	Gracen Eng. And Cons
72	erwin, henry	gst manufacturing



Fire Station #36

Solicitation No: 2021-1383

December 7, 2021

Strategic Plan Goal:

2) Set the standard for a safe and secure city

2.3) Increase public safety operational efficiency



Project Details

Location:	1960 N. Resler Drive
District(s):	1
Total Budget:	\$10,848,000.00
Funding Source:	2019 Safety Bond
Project Benefits to the Community:	New fire station will provide fire protection and reduce emergency response time to the surrounding community

Project Location

3



- 1960 Resler Drive

4 Existing Conditions



5 Project Rendering





6 Scope of Work

The fire station will consist of 12,055 square feet with the amenities listed below:

- Living quarters for the fire personnel:
 - Dormitory
 - Food preparation/service area
 - Watch area
 - Fitness areas
 - Cold & dry food storage
 - Restrooms with showers
- Emergency response vehicles and equipment
- Public areas such as restrooms, lobby and a multipurpose area
- Three fire truck parking bays
- Building will meet all ADA, NFPA, City of El Paso Building Code, and Green Globe requirements



Procurement Summary

- **Competitive Sealed Proposal (CSP)**
 - Solicitation advertised on July 20, 2021
 - 7 firms submitted bids, 6 local vendors
 - Recommendation
 - To award the construction contract to HB Construction in the amount of \$7,399,000.00
- **Construction Schedule**
 - Start: February/ 2022
 - End: February/ 2023

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,
Responsabilidad, **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 #: 21-1376, 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) 212-5606

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.

Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Siddons-Martin Emergency Group, LLC referencing Contract 2019-782 Pierce Proprietary Parts, Repair and Maintenance Training. This will be a change order to increase the contract by \$180,000.00 for a total amount not to exceed \$900,000.00 for the term of the contract. The change order increase will cover the volume needed for current operations.

Contract variance:

The cost for parts, repair and maintenance training remains the same as the original contract. There is no variance.

Department:	Fire
Award to:	Siddons-Martin Emergency Group, LLC.
	Houston, TX
Total Estimated Award:	\$180,000.00
Account No.:	322 - 22090 - 531180 - 1000 - P2216
Funding Source:	General Fund - Vehicle Maintenance Supplies
District(s):	All

This is a sole source contract.

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

AGENDA DATE: December 7, 2021
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Chief Mario D'Agostino, Fire Department, (915) 212- 5605
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 safest cities.

SUBJECT:

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Siddons-Martin Emergency Group, LLC., referencing Contract 2019-782 Pierce Proprietary Parts, Repair and Maintenance Training. This will be a change order to increase the contract by \$180,000.00 for a total amount not to exceed \$900,000.00 for the initial term. The change order will cover the volume needed for current operations.

BACKGROUND / DISCUSSION:

Siddons-Martin Emergency Group, LLC is the sole source provider for the Fire Department for parts, repair and maintenance training for all the Pierce Fire Apparatus.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

The cost for parts, repair and maintenance training remains the same as the original contract. There is no variance.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

On February 26, 2019, City Council approved the award of contract 2019-782 to vendor Siddons-Martin Emergency Group, LLC., for a three (3) year term for a total of \$720,000.00.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$180,000.00

Account: 322 – 22090 – 531180 – 1000 – P2216

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Fire Department

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:

Chief Mario D'Agostino, Fire Department

**COUNCIL PROJECT FORM
(Sole Source)**

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

Please place the following item on the **CONSENT** agenda (under **PURCHASING REQUESTS, ETC.**) for the Council Meeting of **December 7, 2021**.

STRATEGIC GOAL: NO. 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 nation’s top safest cities.

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Siddons-Martin Emergency Group, LLC referencing Contract 2019-782 Pierce Proprietary Parts, Repair and Maintenance Training. This will be a change order to increase the contract by \$180,000.00 for a total amount not to exceed \$900,000.00 for the term of the contract. The change order increase will cover the volume needed for current operations.

CONTRACT VARIANCE:

The cost for parts, repair and maintenance training remains the same as the original contract. There is no variance.

Department:	Fire
Award to:	Siddons-Martin Emergency Group, LLC Houston, TX
Total Estimated Award:	\$180,000.00
Account No.:	322 – 22090 – 531180 – 1000- P2216
Funding Source:	General Fund – Vehicle Maintenance Supplies
District(s):	All

This is a sole source contract.

*******ADDITIONAL INFO BELOW*******



PURCHASING & STRATEGIC SOURCING DEPARTMENT

SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER FILE

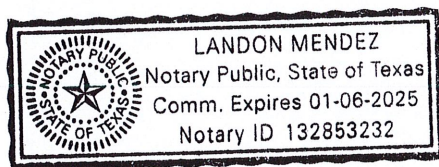
Before me, the undersigned official, on this day, personally appeared _____ a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Troy Harrison. 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: Siddons Martin Emergency Group, LLC
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
Pierce fire apparatus; Pierce parts and warranty services, and repair and maintenance services
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.**

Troy Harrison
Troy Harrison (Nov 30, 2021 14:38 CST)

Signature

SUBSCRIBED AND SWORN to before me on this 30 day of November



Landon Mendez
NOTARY PUBLIC
Landon Mendez
PRINTED NAME
1/6/2025
MY COMMISSION EXPIRES

COMPANY NAME: Siddons Martin Emergency Group, LLC

ADDRESS, CITY, STATE & ZIP CODE 1362 E. Richey Road, Houston, TX 77073

PHONE: 281-606-4933

FAX NUMBER: 281-858-2378

CONTACT NAME AND TITLE: Troy Harrison, Vice President - Service

WEB ADDRESS: www.siddons-martin.com

EMAIL: tharrison@siddons-martin.com

FEDERAL TAX ID NUMBER: 27-433590

TEXAS SALES TAX NUMBER: 12743335908

Sole Source Affidavit - 7.9.14

Final Audit Report

2021-11-30

Created:	2021-11-30
By:	Landon Mendez (lmendez@siddons-martin.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAADSyigaCjz1gkgLny0g0qlr2RuxQT14zJ

"Sole Source Affidavit - 7.9.14" History

-  Document created by Landon Mendez (lmendez@siddons-martin.com)
2021-11-30 - 8:33:58 PM GMT- IP address: 68.65.150.10
-  Document emailed to Troy Harrison (tharrison@siddons-martin.com) for signature
2021-11-30 - 8:34:21 PM GMT
-  Email viewed by Troy Harrison (tharrison@siddons-martin.com)
2021-11-30 - 8:37:32 PM GMT- IP address: 104.47.45.254
-  Document e-signed by Troy Harrison (tharrison@siddons-martin.com)
Signature Date: 2021-11-30 - 8:38:00 PM GMT - Time Source: server- IP address: 174.203.4.147
-  Agreement completed.
2021-11-30 - 8:38:00 PM GMT



Legislation Text

File #: 21-1372, 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 7.5 - Set One Standard for Infrastructure across the City.

Award Summary:

Discussion and action on the request that the Director of Purchasing & Strategic Sourcing Department be authorized to issue Purchase Order(s) to M-B Companies, Inc., the sole and authorized distributor for the 2022 -0221 Striper Parts and Service, for a term of three (3) years for an estimated amount of \$150,000.00, with a stipulation that M-B Companies, Inc. provides an updated sole source letter and affidavit each year. This contract will allow the purchase of parts and service for the truck mounted thermoplastic striping equipment owned by the City.

Contract Variance:

N/A

Department:	Streets and Maintenance
Vendor:	M-B Companies, Inc. Muncy, PA
Initial Term:	3 years
Annual Estimated Award:	\$50,000.00
Total Estimated Award:	\$150,000.00 (3 years)
Account No.:	532 - 3600 - 531210 - 37020 - P3701 (Parts) 532 - 3600 - 531250 - 37020 - P3701 (Service)
Funding Source:	Internal Service Fund
District(s):	All

This is a Sole Source contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as

indicated to M-B Companies, Inc., the sole and authorized distributor.

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

AGENDA DATE: December 7, 2021
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
 Richard J. Bristol, Streets & 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 Maintain the City's Infrastructure Network

SUBGOAL: 7.5 – Set One Standard for Infrastructure Across the City

SUBJECT:

Discussion and action on the request that the Director of Purchasing & Strategic Sourcing Department be authorized to issue Purchase Order(s) to M-B Companies, Inc., the sole and authorized distributor for the 2022-0221 Striper Parts and Service, for a term of three (3) years for an estimated amount of \$150,000.00, with a stipulation that M-B Companies, Inc. provides an updated sole source letter and affidavit each year.

BACKGROUND / DISCUSSION:

This contract will allow the purchase of parts and service for the truck mounted thermoplastic striping equipment owned by the City.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

N/A

PROTEST

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$150,000.00

Funding Source: Internal Service Fund

Account: 532-3600-531210-37020-P3701 – Parts
 532-3600-531250-37020-P3701 – Service

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☐ YES ☐ NO

PRIMARY DEPARTMENT: Streets & Maintenance

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:


Richard J. Bristol – Streets & Maintenance Director

11-17-21

**COUNCIL PROJECT FORM
(SOLE SOURCE)**

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

Please place the following item on the **REGULAR** agenda for the Council Meeting of **December 7, 2021**.

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

The linkage to the strategic plan is subsection 7.5 – Set one standard for infrastructure across the city.

Award Summary:

Discussion and action on the request that the Director of Purchasing & Strategic Sourcing Department be authorized to issue Purchase Order(s) to M-B Companies, Inc., the sole and authorized distributor for the 2022-0221 Striper Parts and Service, for a term of three (3) years for an estimated amount of \$150,000.00, with a stipulation that M-B Companies, Inc. provides an updated sole source letter and affidavit each year. This contract will allow the purchase of parts and service for the truck mounted thermoplastic striping equipment owned by the City.

Contract Variance:

N/A

Department:	Streets and Maintenance
Award to:	M-B Companies, Inc.
Initial Term:	3 years
Annual Estimated Amount:	\$50,000.00
Total Estimated Award:	\$150,000.00 (2 years)
Account No.:	532 – 3600 – 531210 – 37020 – P3701 (Parts) 532 – 3600 – 531250 – 37020 – P3701 (Service)
Funding Source:	Internal Service Fund
District(s):	All

This is a Sole Source contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to M-B Companies, Inc., the sole and authorized distributor.

*******ADDITIONAL INFO BELOW*******



PURCHASING & STRATEGIC SOURCING DEPARTMENT

SOLE SOURCE AFFIDAVIT

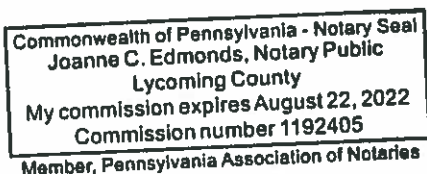
THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER FILE

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 Fry. 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: M-B Companies Inc.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
Parts for Truck mounted Thermoplastic Application
Equipment
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 Elizabeth Fry

SUBSCRIBED AND SWORN to before me on this 25th day of October, 2021



Joanne C Edmonds
NOTARY PUBLIC

JOANNE C EDMONDS
PRINTED NAME

August 22, 2022
MY COMMISSION EXPIRES

COMPANY NAME: M-B COMPANIES Inc.

ADDRESS, CITY, STATE & ZIP CODE: 1615 Wisconsin Avenue, New Holstein WI 53061

PHONE: 800-233-8461

FAX NUMBER: 570-431-6641

CONTACT NAME AND TITLE: Liz Fry Inside Sales Manager

WEB ADDRESS: www.m-bco.com

EMAIL: elizabeth.fry@eebi-schmidt.com

FEDERAL TAX ID NUMBER: 39-1208304

TEXAS SALES TAX NUMBER: _____

City of El Paso
Purchasing & Strategic Sourcing Dept
300 N Campbell, 1st Floor
El Paso, TX 79901
United States

October 25, 2021

SUBJECT: M-B TMX TPX Applicator, S/N 01408141240

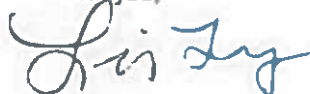
To Whom it may Concern:

This letter is in response to the City's Inquiry about parts availability for the Truck Mounted Thermoplastic Application Equipment the City purchased. As you may know, in 2014, M-B Companies, Inc. designed and manufactured this Truck Mounted Striper in accordance with your detailed bid specification at the Pavement Marking Equipment Division in Montgomery, PA. (Current location Muncy, PA)

The unit is a very specialized piece of equipment and has mechanical and electronic components that are unique to the M-B design. All engineering information from the original build is on hand at M-B Companies, Inc. in Muncy, PA. As the OEM of this equipment, we are the sole source for the unit and many of its related parts.

If you have any questions or require any further information, please feel free to reach out to myself or Desiree Mausteller-Arbogast (570-221-6021, dmausteller-arbogast@m-bco.com).

Thank you,



Liz Fry

Inside Sales Manager



2022-0221 Striper Parts and Service

Richard Bristol, Director, Streets and Maintenance

December 7, 2021





Strategic Plan Goal:

7: Enhance and Sustain El Paso's Infrastructure Network

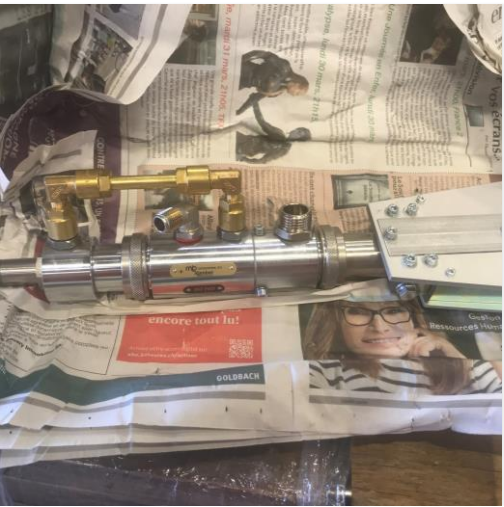
7.2: Improve competitiveness through infrastructure improvements impacting the quality of life



Purpose of Initial Procurement

- Purchase parts and service for the Striping Truck/Truck Mounted Thermoplastic Equipment owned by the City
- Provides preventive maintenance and repairs allowing for safe operation
- Sole Source Procurement with truck manufacturer MB Companies





2022-0221 Striper Parts and Service

Contractor	MB Companies
Initial Term & Award	3 years; \$150,000
Option	N/A – Sole Source
Funding Source	Internal Service Fund
Account No.	532-3600-531210-37020-P3701 – Parts 532-3600-531250-37020-P3701 – Service



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 #: 21-1373, 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 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life.

Award Summary:

Discussion and action on the award of Solicitation 2021-1037 Rojas Drive Widening to J.A.R. CONCRETE, INC. DBA JAR CONSTRUCTION, INC. for an estimated award of \$8,312,690.32. This project consists of the widening of existing Rojas Dr. from a four-lane roadway to a six - lane divided facility new construction of asphalt and concrete pavement, medians, illumination, signing and striping, shared use path, traffic signalization, landscaping, drainage improvements and ADA compliant facilities.

Department:	Capital Improvement
Award to:	J.A.R. CONCRETE, INC. DBA JAR CONSTRUCTION, INC. El Paso, TX
Item(s):	All
Initial Term:	337 Standard Work Week Days
Base Bid I:	\$7,600,409.82
Base Bid II:	\$712,280.50
Total Estimated Award:	\$8,312,690.32
Funding Source:	Federal Highway Administration, 2011 Certificates of Obligation and 2018 Certificates of Obligation
Accounts:	190-4950-38170-580270-PCP20TRAN05 190-4741-38290-580270- PCP20TRAN05 190-4530-28330-580270-PCP20TRAN05 190-4970-38230-580270-PCP20TRAN05
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 J.A.R. CONCRETE, INC. DBA JAR CONSTRUCTION, INC., the lowest responsive and responsible bidder.

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

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

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

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

AGENDA DATE: December 7, 2021

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director
and City Engineer, (915) 212-1845

Bruce D. Collins, Director of Purchasing & Strategic Sourcing, (915) 212-1181

DISTRICT(S) AFFECTED: 6

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 2021-1037 Rojas Drive Widening to J.A.R. CONCRETE, INC.
DBA JAR CONSTRUCTION, INC. for Base Bid I: \$7,600,409.82 and Base Bid II: \$712,280.50 for a total
estimated award of \$8,312,690.32.

BACKGROUND / DISCUSSION:

This project consists of the widening of existing Rojas Dr. from a four-lane roadway to a six - lane divided facility
new construction of asphalt and concrete pavement, medians, illumination, signing and striping, shared use
path, traffic signalization, landscaping, and ADA compliant facilities. Project includes drainage improvements
consisting of installing new storm water reinforced concrete pipe, concrete box culverts, concrete collars,
junction boxes, and manholes where identified within project limits. In addition, project includes water
improvements consisting on the installation of a water main and fittings within project limits.

SELECTION SUMMARY:

Solicitation was advertised on July 20, 2021, July 27, 2021 and August 3, 2021. The solicitation was posted on
City website on July 20, 2021. The email (Purmail) notification was sent out on July 22, 2021. There was a total
of one hundred eight (108) viewers online; five (5) bids were received; all from local suppliers.

CONTRACT VARIANCE:

N/A

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$8,312,690.32

Funding Source: Federal Highway Administration, 2011 Certificates of Obligation, and 2018 Certificates of
Obligation

Accounts: 190-4950-38170-580270-PCP20TRAN05
190-4741-38290-580270- PCP20TRAN05
190-4530-28330-580270-PCP20TRAN05
190-4970-38230-580270-PCP20TRAN05

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:

Gvette Hernandez For
Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director and City Engineer

**COUNCIL PROJECT FORM
(Low Bid)**

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

Please place the following item on the **REGULAR AGENDA** for the Council Meeting of **December 7, 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 2021-1037 Rojas Drive Widening to J.A.R. CONCRETE, INC. DBA JAR CONSTRUCTION, INC. for an estimated award of \$8,312,690.32. This project consists of the widening of existing Rojas Dr. from a four-lane roadway to a six - lane divided facility new construction of asphalt and concrete pavement, medians, illumination, signing and striping, shared use path, traffic signalization, landscaping, drainage improvements and ADA compliant facilities.

Department:	Capital Improvement
Award to:	J.A.R. CONCRETE, INC. DBA JAR CONSTRUCTION, INC. El Paso, TX
Item(s):	All
Initial Term:	337 Standard Work Week Days
Base Bid I:	\$7,600,409.82
Base Bid II:	\$712,280.50
Total Estimated Award:	\$8,312,690.32
Funding Source:	Federal Highway Administration, 2011 Certificates of Obligation and 2018 Certificates of Obligation
Accounts:	190-4950-38170-580270-PCP20TRAN05 190-4741-38290-580270- PCP20TRAN05 190-4530-28330-580270-PCP20TRAN05 190-4970-38230-580270-PCP20TRAN05
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 J.A.R. CONCRETE, INC. DBA JAR CONSTRUCTION, INC., the lowest responsive and responsible bidder.

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

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

2021-1037 Rojas Drive Wideing

	Contractor	Base Bid I	Base Bid II	Sum Total Base Bid I and Sum Total of Base Bid II
1	J.A.R. Concrete Inc.	\$7,600,409.82	\$712,280.50	\$8,312,690.32
2	Jordan Foster Construction, LLC	\$8,868,380.20	\$818,672.00	\$9,687,052.20
3	Lesna Construction, Inc.	\$8,720,503.45	\$975,718.00	\$9,696,221.45
4	Del Mar Contracting	\$10,365,648.79	\$1,007,668.00	\$11,373,316.79
5	Martinez Bros Contractors, LLC	\$10,865,697.20	\$614,150.00	\$11,479,847.20



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening **BID NO:** 2021-1037
BID DATE: August 18, 2021 **DEPARTMENT:** Capital Improvement

						Del Mar Contracting, Inc.		J.A.R Concrete, Inc.		Jordan Foster Construction, LLC		
						El Paso, TX BIDDER 1 OF 5		El Paso, TX BIDDER 2 OF 5		El Paso, TX BIDDER 3 OF 5		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
1	500	6001	MOBILIZATION (5%)	LS	1	\$505,000.00	\$505,000.00 Contractor's Price: \$505,00.00	\$350,324.00	\$350,324.00	\$484,000.00	\$484,000.00	
2	100	6002	PREPARING ROW	STA	53	\$2,500.00	\$132,500.00	\$597.00	\$31,641.00	\$2,875.00	\$152,375.00	
3	100	6006	PREP ROW (TREE)(LESS THAN 24" DIA)	EA	34	\$700.00	\$23,800.00	\$331.00	\$11,254.00	\$250.00	\$8,500.00	
4	104	6017	REMOVING CONC(DRIVEWAYS)	SY	1,421	\$9.00	\$12,789.00	\$11.30	\$16,057.30	\$9.00	\$12,789.00	
5	104	6029	REMOVING CONC (CURB OR CURB & GUTTER)	LF	17,498	\$3.00	\$52,494.00	\$3.75	\$65,617.50	\$3.00	\$52,494.00	
6	104	6036	REMOVING CONC (SIDEWALK OR RAMP)	SY	3,774	\$8.50	\$32,079.00	\$8.75	\$33,022.50	\$9.00	\$33,966.00	
7	104	6044	REMOVING CONC (FLUME)	SY	11	\$45.00	\$495.00	\$83.00	\$913.00	\$50.00	\$550.00	
8	105	6038	REMOVING STAB BASE AND ASPH PAV (11")	SY	42,531	\$7.00	\$297,717.00	\$5.00	\$212,655.00	\$3.00	\$127,593.00	



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening											BID NO: 2021-1037	
BID DATE: August 18, 2021											DEPARTMENT: Capital Improvement	
						Del Mar Contracting, Inc. El Paso, TX BIDDER 1 OF 5		J.A.R Concrete, Inc. El Paso, TX BIDDER 2 OF 5		Jordan Foster Construction, LLC El Paso, TX BIDDER 3 OF 5		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
9	110	6001	EXCAVATION (ROADWAY)	CY	16,850	\$15.75	\$265,387.50	\$10.25	\$172,712.50	\$10.00	\$168,500.00	
10	132	6002	EMBANKMENT (FINAL) (DENS CONT) (TY A)	CY	2,972	\$12.00	\$35,664.00	\$5.25	\$15,603.00	\$14.00	\$41,608.00	
11	170	6001	IRRIGATION SYSTEM	LS	1	\$300,000.00	\$300,000.00	\$272,800.00	\$272,800.00	\$300,000.00	\$300,000.00	
12	192	6002	PLANT MATERIAL (1-GAL)	EA	235	\$18.00	\$4,230.00	\$16.00	\$3,760.00	\$5.00	\$1,175.00	
13	192	6004	PLANT MATERIAL (5-GAL)	EA	1,979	\$33.00	\$65,307.00	\$29.35	\$58,083.65	\$30.00	\$59,370.00	
14	192	6017	VEGETATION BARRIER	SY	6,978	\$1.75	\$12,211.50	\$1.56	\$10,885.68	\$2.00	\$13,956.00	
15	192	6046	PLANT MATERIAL (MIN 3" CAL) (B&B)	EA	291	\$429.00	\$124,839.00	\$420.00	\$122,220.00	\$650.00	\$189,150.00	
16	193	6001	PLANT MAINTENANCE	MO	12	\$770.00	\$9,240.00	\$700.00	\$8,400.00	\$1,000.00	\$12,000.00	



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening											BID NO: 2021-1037	
BID DATE: August 18, 2021											DEPARTMENT: Capital Improvement	
						Del Mar Contracting, Inc. El Paso, TX BIDDER 1 OF 5		J.A.R Concrete, Inc. El Paso, TX BIDDER 2 OF 5		Jordan Foster Construction, LLC El Paso, TX BIDDER 3 OF 5		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
17	193	6003	PLANT REPLACEMENT (1-GAL)	EA	46	\$24.00	\$1,104.00	\$22.00	\$1,012.00	\$10.00	\$460.00	
18	193	6005	PLANT REPLACEMENT (5-GAL)	EA	396	\$46.00	\$18,216.00	\$42.00	\$16,632.00	\$35.00	\$13,860.00	
19	193	6007	IRRIGATION SYSTEM OPER AND MAINT	MO	12	\$550.00	\$6,600.00	\$500.00	\$6,000.00	\$1,000.00	\$12,000.00	
20	193	6011	PLANT REPLACEMENT (65-GAL)	EA	58	\$550.00	\$31,900.00	\$480.00	\$27,840.00	\$800.00	\$46,400.00	
21	1002	6029	LANDSCAPE AMENITY (BOULDER)	EA	234	\$275.00	\$64,350.00	\$250.00	\$58,500.00	\$360.00	\$84,240.00	
22	1005	6001	LOOSE AGGR FOR GROUND COVER (TYPE I)	CY	497	\$57.00	\$28,329.00	\$52.00	\$25,844.00	\$75.00	\$37,275.00	
23	1005	6002	LOOSE AGGR FOR GROUND COVER (TYPE II)	CY	178	\$94.00	\$16,732.00	\$85.00	\$15,130.00	\$125.00	\$22,250.00	
24	247	6061	FL BS (CMP IN PLC)(TYA GR1-2) (6")	SY	47,896	\$8.00	\$383,168.00	\$6.70	\$320,903.20	\$7.00	\$335,272.00	



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening											BID NO: 2021-1037	
BID DATE: August 18, 2021											DEPARTMENT: Capital Improvement	
						Del Mar Contracting, Inc. El Paso, TX BIDDER 1 OF 5		J.A.R Concrete, Inc. El Paso, TX BIDDER 2 OF 5		Jordan Foster Construction, LLC El Paso, TX BIDDER 3 OF 5		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
25	310	6005	PRIME COAT (AE-P)	GAL	7,184	\$5.00	\$35,920.00	\$4.60	\$33,046.40	\$4.00	\$28,736.00	
26	351	6006	FLEXIBLE PAVEMENT STRUCTURE REPAIR(10")	SY	7,107	\$22.00	\$156,354.00	\$20.00	\$142,140.00	\$22.00	\$156,354.00	
27	360	6004	CONC PVMT (CONT REINF - CRCP) (10")	SY	45,921	\$105.00	\$4,821,705.00	\$54.35	\$2,495,806.35	\$64.00	\$2,938,944.00	
28	3076	6040	D-GR HMA TY-D PG70-22	TON	5,497	\$85.00	\$467,245.00	\$70.00	\$384,790.00	\$72.00	\$395,784.00	
29	401	6001	FLOWABLE BACKFILL	CY	701	\$114.00	\$79,914.00	\$99.18	\$69,525.18	\$125.00	\$87,625.00	
30	402	6001	TRENCH EXCAVATION PROTECTION	LF	1,273	\$6.00	\$7,638.00	\$2.85	\$3,628.05	\$4.00	\$5,092.00	
31	416	6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	208	\$323.00	\$67,184.00	\$323.00	\$67,184.00	\$325.00	\$67,600.00	
32	416	6031	DRILL SHAFT (TRF SIG POLE) (30 IN)	LF	11	\$335.00	\$3,685.00	\$335.00	\$3,685.00	\$340.00	\$3,740.00	



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening											BID NO: 2021-1037	
BID DATE: August 18, 2021											DEPARTMENT: Capital Improvement	
						Del Mar Contracting, Inc. El Paso, TX BIDDER 1 OF 5		J.A.R Concrete, Inc. El Paso, TX BIDDER 2 OF 5		Jordan Foster Construction, LLC El Paso, TX BIDDER 3 OF 5		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
33	416	6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	39	\$365.00	\$14,235.00	\$365.00	\$14,235.00	\$385.00	\$15,015.00	
34	420	6007	CL A CONC (FLUME)	CY	12	\$1,200.00	\$14,400.00	\$676.00	\$8,112.00	\$850.00	\$10,200.00	
35	420	ELP1	CL A CONC (FLUME)(SPL)	CY	11	\$950.00	\$10,450.00	\$725.00	\$7,975.00	\$900.00	\$9,900.00	
36	450	6048	RAIL (HANDRAIL) (TY B)	LF	20	\$165.00	\$3,300.00	\$175.00	\$3,500.00	\$145.00	\$2,900.00	
37	462	6003	CONC BOX CULV (4 FT X 2 FT)	LF	425	\$265.00	\$112,625.00	\$222.50	\$94,562.50	\$270.00	\$114,750.00	
38	462	6007	CONC BOX CULV (5 FT X 3 FT)	LF	252	\$370.00	\$93,240.00	\$307.50	\$77,490.00	\$360.00	\$90,720.00	
39	462	6099	CONC BOX CULV (6 FT X 2 FT)	LF	154	\$388.00	\$59,752.00	\$323.25	\$49,780.50	\$390.00	\$60,060.00	
40	464	6005	RC PIPE (CL III) (24 IN)	LF	536	\$120.00	\$64,320.00	\$78.00	\$41,808.00	\$80.00	\$42,880.00	



CITY OF EL PASO BID TABULATION FORM



BID NO: 2021-1037												
BID TITLE: Rojas Drive Widening												
BID DATE: August 18, 2021												
DEPARTMENT: Capital Improvement												
						Del Mar Contracting, Inc. El Paso, TX BIDDER 1 OF 5		J.A.R Concrete, Inc. El Paso, TX BIDDER 2 OF 5		Jordan Foster Construction, LLC El Paso, TX BIDDER 3 OF 5		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
41	464	6007	RC PIPE (CL III) (30 IN)	LF	217	\$169.00	\$36,673.00	\$115.00	\$24,955.00	\$130.00	\$28,210.00	
42	464	6017	RC PIPE (CL IV)(18 IN)	LF	16	\$183.00	\$2,928.00	\$106.00	\$1,696.00	\$72.00	\$1,152.00	
43	464	6018	RC PIPE (CL IV) (24 IN)	LF	374	\$137.00	\$51,238.00	\$85.50	\$31,977.00	\$93.00	\$34,782.00	
44	464	6025	RC PIPE (CL V) (18 IN)	LF	26	\$108.00	\$2,808.00	\$71.50	\$1,859.00	\$78.00	\$2,028.00	
45	465	6002	MANH (COMPL) (PRM)(48IN)	EA	1	\$4,100.00	\$4,100.00	\$4,350.00	\$4,350.00	\$4,700.00	\$4,700.00	
46	465	6003	MANH (COMPL) (PRM) (60 IN)	EA	3	\$5,500.00	\$16,500.00	\$6,250.00	\$18,750.00	\$6,000.00	\$18,000.00	
47	465	6004	MANH (COMPL) (PRM) (72 IN)	EA	1	\$7,900.00	\$7,900.00	\$7,000.00	\$7,000.00	\$8,600.00	\$8,600.00	
48	465	6011	JCTBOX(COMPL)(PJB)(6FTX6FT)	EA	2	\$9,600.00	\$19,200.00	\$8,000.00	\$16,000.00	\$8,200.00	\$16,400.00	



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening											BID NO: 2021-1037	
BID DATE: August 18, 2021											DEPARTMENT: Capital Improvement	
						Del Mar Contracting, Inc.		J.A.R Concrete, Inc.		Jordan Foster Construction, LLC		
						El Paso, TX BIDDER 1 OF 5		El Paso, TX BIDDER 2 OF 5		El Paso, TX BIDDER 3 OF 5		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
49	465	6012	JCTBOX(COMPL)(PJB)(8FTX8FT)	EA	3	\$12,000.00	\$36,000.00	\$12,600.00	\$37,800.00	\$13,000.00	\$39,000.00	
50	465	6188	INLET (COMPL) (DROP) (TY I) (2 GRATE)	EA	1	\$5,600.00	\$5,600.00	\$6,800.00	\$6,800.00	\$8,200.00	\$8,200.00	
51	465	6189	INLET (COMPL) (DROP) (TY I) (3 GRATE)	EA	2	\$7,600.00	\$15,200.00	\$9,500.00	\$19,000.00	\$10,900.00	\$21,800.00	
52	465	ELP1	INLET (COMPL) (DROP) (TY I) (4 GRATE)	EA	2	\$9,400.00	\$18,800.00	\$12,000.00	\$24,000.00	\$13,400.00	\$26,800.00	
53	465	ELP2	INLET (COMPL) (DROP) (TY I) (5 GRATE)	EA	2	\$11,000.00	\$22,000.00	\$14,800.00	\$29,600.00	\$16,200.00	\$32,400.00	
54	465	ELP3	INLET (CIP) (DROP) (TY I) (3 GRATE)	EA	1	\$6,900.00	\$6,900.00	\$6,000.00	\$6,000.00	\$10,600.00	\$10,600.00	
55	465	ELP4	INLET (CIP) (DROP) (TY I) (4 GRATE)	EA	1	\$8,200.00	\$8,200.00	\$8,000.00	\$8,000.00	\$12,300.00	\$12,300.00	
56	465	ELP5	INLET (CIP) (DROP) (TY I) (5 GRATE)	EA	1	\$9,800.00	\$9,800.00	\$10,200.00	\$10,200.00	\$15,500.00	\$15,500.00	



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening											BID NO: 2021-1037	
BID DATE: August 18, 2021											DEPARTMENT: Capital Improvement	
						Del Mar Contracting, Inc. El Paso, TX BIDDER 1 OF 5		J.A.R Concrete, Inc. El Paso, TX BIDDER 2 OF 5		Jordan Foster Construction, LLC El Paso, TX BIDDER 3 OF 5		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
57	465	ELP6	JCT BOX (CIP)(SPL)	EA	1	\$8,500.00	\$8,500.00	\$10,500.00	\$10,500.00	\$9,000.00	\$9,000.00	
58	479	6001	ADJUSTING MANHOLES	EA	3	\$500.00	\$1,500.00	\$350.00	\$1,050.00	\$950.00	\$2,850.00	
59	479	6004	ADJUSTING MANHOLES (SANITARY)	EA	20	\$500.00	\$10,000.00	\$350.00	\$7,000.00	\$870.00	\$17,400.00	
60	479	6005	ADJUSTING MANHOLES (WATER VALVE BOX)	EA	11	\$350.00	\$3,850.00	\$350.00	\$3,850.00	\$450.00	\$4,950.00	
61	479	6008	ADJUSTING MANHOLES (WATER METER)	EA	3	\$750.00	\$2,250.00	\$350.00	\$1,050.00	\$390.00	\$1,170.00	
62	479	6010	ADJUSTING MANHOLES (ELECTRIC BOX)	EA	8	\$750.00	\$6,000.00	\$350.00	\$2,800.00	\$1,150.00	\$9,200.00	
63	479	6011	ADJUSTING MANHOLES (IRRIGATION BOX)	EA	1	\$750.00	\$750.00	\$350.00	\$350.00	\$385.00	\$385.00	
64	479	ELP1	ADJUSTING MANHOLES (COMMUNICATION BOX)	EA	24	\$350.00	\$8,400.00	\$350.00	\$8,400.00	\$1,260.00	\$30,240.00	



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening										BID NO: 2021-1037		
BID DATE: August 18, 2021										DEPARTMENT: Capital Improvement		

						Del Mar Contracting, Inc.		J.A.R Concrete, Inc.		Jordan Foster Construction, LLC		
						El Paso, TX		El Paso, TX		El Paso, TX		
						BIDDER 1 OF 5		BIDDER 2 OF 5		BIDDER 3 OF 5		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										

BASE BID I UNIT PRICE SCHEDULE

TXDOT CSJ: 0924-06-605

65	479	ELP2	ADJUSTING MANHOLES (WATER VAULT BOX)	EA	13	\$650.00	\$8,450.00	\$350.00	\$4,550.00	\$1,100.00	\$14,300.00	
66	479	ELP3	ADJUSTING MANHOLES (GAS VALVE)	EA	3	\$350.00	\$1,050.00	\$350.00	\$1,050.00	\$500.00	\$1,500.00	
67	479	ELP4	ADJUSTING BACKFLOW PREVENTER	EA	8	\$550.00	\$4,400.00	\$350.00	\$2,800.00	\$850.00	\$6,800.00	
68	479	ELP5	ADJUSTING FIBER OPTIC MARKERS	EA	17	\$125.00	\$2,125.00	\$350.00	\$5,950.00	\$800.00	\$13,600.00	
69	479	ELP6	ADJUSTING TRAFFIC SGNL BOX	EA	2	\$1,250.00	\$2,500.00	\$1,250.00	\$2,500.00	\$1,400.00	\$2,800.00	
70	479	ELP7	ADJUSTING GAS TEST STATION	EA	1	\$800.00	\$800.00	\$2,600.00	\$2,600.00	\$920.00	\$920.00	
71	479	ELP8	ADJUSTING GAS METER	EA	1	\$750.00	\$750.00	\$986.00	\$986.00	\$920.00	\$920.00	
72	496	ELP1	REMOVE STR (ROCKWALL)	LF	1	\$350.00	\$350.00	\$570.00	\$570.00	\$500.00	\$500.00	



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening										BID NO: 2021-1037		
BID DATE: August 18, 2021										DEPARTMENT: Capital Improvement		

						Del Mar Contracting, Inc.		J.A.R Concrete, Inc.		Jordan Foster Construction, LLC		
						El Paso, TX BIDDER 1 OF 5		El Paso, TX BIDDER 2 OF 5		El Paso, TX BIDDER 3 OF 5		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
73	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	17	\$9,000.00	\$153,000.00	\$8,000.00	\$136,000.00	\$6,500.00	\$110,500.00	
74	506	6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	1,560	\$16.50	\$25,740.00	\$17.60	\$27,456.00	\$17.00	\$26,520.00	
75	506	6024	CONSTRUCTION EXITS (REMOVE)	SY	1,560	\$6.00	\$9,360.00	\$7.50	\$11,700.00	\$6.00	\$9,360.00	
76	506	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	23,311	\$2.00	\$46,622.00	\$2.20	\$51,284.20	\$4.00	\$93,244.00	
77	506	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	23,311	\$0.70	\$16,317.70	\$0.75	\$17,483.25	\$1.00	\$23,311.00	
78	506	6040	BIODEG EROSN CONT LOGS (INSTL)(8")	LF	440	\$3.00	\$1,320.00	\$3.90	\$1,716.00	\$5.00	\$2,200.00	
79	506	6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	440	\$1.00	\$440.00	\$2.00	\$880.00	\$1.00	\$440.00	
80	512	6009	PORT CTB (FUR & INST) (LOW PROF) (TY 1)	LF	1,840	\$105.00	\$193,200.00	\$70.50	\$129,720.00	\$52.00	\$95,680.00	



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening											BID NO: 2021-1037	
BID DATE: August 18, 2021											DEPARTMENT: Capital Improvement	
						Del Mar Contracting, Inc. El Paso, TX BIDDER 1 OF 5		J.A.R Concrete, Inc. El Paso, TX BIDDER 2 OF 5		Jordan Foster Construction, LLC El Paso, TX BIDDER 3 OF 5		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
81	512	6010	PORT CTB (FUR & INST) (LOW PROF) (TY 2)	LF	100	\$105.00	\$10,500.00	\$70.50	\$7,050.00	\$55.00	\$5,500.00	
82	528	6001	COLORED TEXTURED CONCRETE	SY	282	\$7.20	\$2,030.40	\$44.50	\$12,549.00	\$80.00	\$22,560.00	
83	529	6005	CONC CURB (MONO) (TY II)	LF	16,028	\$7.25	\$116,203.00	\$6.25	\$100,175.00	\$8.00	\$128,224.00	
84	529	6036	CONCRETE CURB (SPECIAL)	LF	374	\$15.00	\$5,610.00	\$19.50	\$7,293.00	\$16.00	\$5,984.00	
85	530	6004	DRIVEWAYS (CONC)	SY	1773	\$5.00	\$8,865.00	\$52.00	\$92,196.00	\$68.00	\$120,564.00	
86	531	6001	CONCRETE SIDEWALKS (4")	SY	10,800	\$4.00	\$43,200.00	\$33.00	\$356,400.00	\$54.00	\$583,200.00	
87	531	6010	CURB RAMPS (TY 7)	EA	65	\$600.00	\$39,000.00	\$750.00	\$48,750.00	\$1,000.00	\$65,000.00	
88	531	6013	CURB RAMPS (TY 10)	EA	2	\$875.00	\$1,750.00	\$750.00	\$1,500.00	\$1,200.00	\$2,400.00	



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening	BID NO: 2021-1037
BID DATE: August 18, 2021	DEPARTMENT: Capital Improvement

						Del Mar Contracting, Inc.		J.A.R Concrete, Inc.		Jordan Foster Construction, LLC		
						El Paso, TX BIDDER 1 OF 5		El Paso, TX BIDDER 2 OF 5		El Paso, TX BIDDER 3 OF 5		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
89	531	6016	CURB RAMPS (TY 21)	EA	3	\$950.00	\$2,850.00	\$1,300.00	\$3,900.00	\$1,600.00	\$4,800.00	
90	538	6001	RIGHT-OF-WAY MARKERS	EA	2	\$750.00	\$1,500.00	\$338.00	\$676.00	\$1,400.00	\$2,800.00	
91	5033	ELP1	FIXED BOLLARD	EA	10	\$650.00	\$6,500.00	\$570.00	\$5,700.00	\$650.00	\$6,500.00	
92	5113	ELP1	WROUGHT IRON FENCE	LF	70	\$820.00	\$57,400.00 Contractor's Price: \$5,740.00	\$181.00	\$12,670.00	\$200.00	\$14,000.00	
93	5113	ELP2	WROUGHT IRON GATE	EA	1	\$3,100.00	\$3,100.00	\$4,550.00	\$4,550.00	\$2,300.00	\$2,300.00	
94	610	ELP1	LUMINAIRE POLE (DUAL ARM) (30' WITH 6' ARMS)	EA	26	\$3,500.00	\$91,000.00	\$3,995.00	\$103,870.00	\$3,320.00	\$86,320.00	
95	618	6023	CONDT(PVC) (SCH 40) (2")	LF	4,865	\$16.00	\$77,840.00	\$16.00	\$77,840.00	\$16.00	\$77,840.00	
96	618	6024	CONDT (PVC) (SCH 40) (2") (BORE)	LF	1,055	\$28.00	\$29,540.00	\$28.00	\$29,540.00	\$28.00	\$29,540.00	



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening											BID NO: 2021-1037	
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						Del Mar Contracting, Inc. El Paso, TX BIDDER 1 OF 5		J.A.R Concrete, Inc. El Paso, TX BIDDER 2 OF 5		Jordan Foster Construction, LLC El Paso, TX BIDDER 3 OF 5		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
97	618	6029	CONDT (PVC) (SCH 40) (3")	LF	275	\$19.00	\$5,225.00	\$19.00	\$5,225.00	\$19.00	\$5,225.00	
98	618	6033	CONDT (PVC) (SCH 40) (4")	LF	50	\$20.50	\$1,025.00	\$20.50	\$1,025.00	\$21.00	\$1,050.00	
99	618	6034	CONDT (PVC) (SCH 40) (4") (BORE)	LF	1,050	\$32.00	\$33,600.00	\$32.00	\$33,600.00	\$32.00	\$33,600.00	
100	618	6047	CONDT (PVC) (SCH 80) (2") (BORE)	LF	1,580	\$28.00	\$44,240.00	\$28.00	\$44,240.00	\$28.00	\$44,240.00	
101	620	6004	ELEC CONDR (NO. 12) INSULATED	LF	160	\$1.45	\$232.00	\$1.45	\$232.00	\$1.50	\$240.00	
102	620	6008	ELEC CONDR (NO.8) INSULATED	LF	900	\$2.25	\$2,025.00	\$2.25	\$2,025.00	\$2.50	\$2,250.00	
103	620	6009	ELEC CONDR (NO. 6) BARE	LF	305	\$2.49	\$759.45	\$2.49	\$759.45	\$2.50	\$762.50	
104	620	6010	ELEC CONDR (NO. 6) INSULATED	LF	16,080	\$2.49	\$40,039.20	\$2.49	\$40,039.20	\$2.50	\$40,200.00	



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening											BID NO: 2021-1037	
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						Del Mar Contracting, Inc. El Paso, TX BIDDER 1 OF 5		J.A.R Concrete, Inc. El Paso, TX BIDDER 2 OF 5		Jordan Foster Construction, LLC El Paso, TX BIDDER 3 OF 5		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
105	620	6012	ELEC CONDR (NO. 4) INSULATED	LF	1,330	\$2.79	\$3,710.70	\$2.79	\$3,710.70	\$3.00	\$3,990.00	
106	620	6002	GROUND BOX TY A (122311)W/APRON	EA	3	\$1,155.00	\$3,465.00	\$1,155.00	\$3,465.00	\$1,200.00	\$3,600.00	
107	624	6010	GROUND BOX TY D (162922) W/APRON	EA	15	\$1,250.00	\$18,750.00	\$1,250.00	\$18,750.00	\$1,300.00	\$19,500.00	
108	624	6018	GROUND BOX TY 1 (362422)W/APRON	EA	8	\$3,950.00	\$31,600.00	\$3,950.00	\$31,600.00	\$4,000.00	\$32,000.00	
109	624	6028	REMOVE GROUND BOX	EA	1	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	
110	625	6001	ZINC-COAT STL WIRE STRAND (1/4")	LF	175	\$2.02	\$353.50	\$2.02	\$353.50	\$2.00	\$350.00	
111	625	6003	ZINC-COAT STL WIRE STRAND (3/8")	LF	700	\$3.68	\$2,576.00	\$3.68	\$2,576.00	\$4.00	\$2,800.00	
112	628	6041	ELC SRV TY A 240/480 060(NS)SS(E)GC(O)	EA	1	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	



CITY OF EL PASO BID TABULATION FORM



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						Del Mar Contracting, Inc. El Paso, TX BIDDER 1 OF 5		J.A.R Concrete, Inc. El Paso, TX BIDDER 2 OF 5		Jordan Foster Construction, LLC El Paso, TX BIDDER 3 OF 5		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
113	628	6185	ELC SRV TY D 120/240 070(NS)SS(E) GC(O)	EA	1	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00	
114	644	6001	IN SM RD SN SUP&SM TY10BWG(1) SA(P)	EA	40	\$685.00	\$27,400.00	\$685.00	\$27,400.00	\$700.00	\$28,000.00	
115	644	6075	RELOCATE SM RD SN SUP&AM(SIGN ONLY)	EA	5	\$225.00	\$1,125.00	\$225.00	\$1,125.00	\$250.00	\$1,250.00	
116	644	6076	REMOVE SM RD SN SUP&AM	EA	20	\$100.00	\$2,000.00	\$100.00	\$2,000.00	\$100.00	\$2,000.00	
117	644	6078	REMOVE SM RD SN SUP&AM(SIGN ONLY)	EA	5	\$95.00	\$475.00	\$95.00	\$475.00	\$100.00	\$500.00	
118	662	6061	WK ZN PAV MRK REMOV (W) 4" (DOT)	LF	77	\$2.24	\$172.48	\$2.24	\$172.48	\$3.00	\$231.00	
119	662	6063	WK ZN PAV MRK REMOV (W)4"(SLD)	LF	10,814	\$1.94	\$20,979.16	\$1.94	\$20,979.16	\$2.00	\$21,628.00	
120	662	6075	WK ZN PAV MRK REMOV (W)24"(SLD)	LF	360	\$11.11	\$3,999.60	\$11.11	\$3,999.60	\$12.00	\$4,320.00	



CITY OF EL PASO BID TABULATION FORM



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						Del Mar Contracting, Inc. El Paso, TX BIDDER 1 OF 5		J.A.R Concrete, Inc. El Paso, TX BIDDER 2 OF 5		Jordan Foster Construction, LLC El Paso, TX BIDDER 3 OF 5		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
121	662	6080	WK ZN PAV MRK REMOV (W) (ARROW)	EA	24	\$292.86	\$7,028.64	\$292.86	\$7,028.64	\$300.00	\$7,200.00	
122	662	6081	WK ZN PAV MRK REMOV (W) (DBL ARROW)	EA	14	\$320.00	\$4,480.00	\$320.00	\$4,480.00	\$320.00	\$4,480.00	
123	662	6088	WK ZN PAV MRK REMOV (W) (TPL ARROW)	EA	6	\$341.00	\$2,046.00	\$341.00	\$2,046.00	\$350.00	\$2,100.00	
124	662	6094	WK ZN PAV MRK REMOV (Y)4"(DOT)	LF	94	\$2.19	\$205.86	\$2.19	\$205.86	\$2.50	\$235.00	
125	662	6095	WK ZN PAV MRK REMOV (Y)4"(SLD)	LF	18,690	\$1.95	\$36,445.50	\$1.95	\$36,445.50	\$2.00	\$37,380.00	
126	666	ELP1	REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	LF	4,460	\$0.85	\$3,791.00	\$0.85	\$3,791.00	\$1.00	\$4,460.00	
127	666	ELP2	REFL PAV MRK TY I (W) 4" (SLD) (100MIL)	LF	1,567	\$0.79	\$1,237.93	\$0.79	\$1,237.93	\$1.00	\$1,567.00	
128	666	6003	REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	LF	980	\$0.65	\$637.00	\$0.65	\$637.00	\$1.00	\$980.00	



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening											BID NO: 2021-1037	
BID DATE: August 18, 2021											DEPARTMENT: Capital Improvement	
						Del Mar Contracting, Inc. El Paso, TX BIDDER 1 OF 5		J.A.R Concrete, Inc. El Paso, TX BIDDER 2 OF 5		Jordan Foster Construction, LLC El Paso, TX BIDDER 3 OF 5		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
129	666	6006	REFL PAV MRK TY I (W) 4" (DOT) (100MIL)	LF	26	\$1.28	\$33.28	\$1.28	\$33.28	\$2.00	\$52.00	
130	666	6036	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	3,426	\$1.55	\$5,310.30	\$1.55	\$5,310.30	\$2.00	\$6,852.00	
131	666	6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	1,210	\$7.00	\$8,470.00	\$7.00	\$8,470.00	\$7.00	\$8,470.00	
132	666	6054	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	18	\$120.00	\$2,160.00	\$120.00	\$2,160.00	\$120.00	\$2,160.00	
133	666	6078	REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	17	\$130.00	\$2,210.00	\$130.00	\$2,210.00	\$130.00	\$2,210.00	
134	666	6102	REF PAV MRK TY I(W)36"(YLD TRI)(100MIL)	LF	11	\$95.00	\$1,045.00	\$95.00	\$1,045.00	\$95.00	\$1,045.00	
135	666	6123	REFL PAV MRK TY I (Y) 4" (DOT) (100MIL)	LF	2,103	\$1.15	\$2,418.45	\$1.15	\$2,418.45	\$1.00	\$2,103.00	
136	666	ELP3	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	LF	613	\$0.58	\$355.54	\$0.58	\$355.54	\$1.00	\$613.00	



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening											BID NO: 2021-1037	
BID DATE: August 18, 2021											DEPARTMENT: Capital Improvement	
						Del Mar Contracting, Inc. El Paso, TX BIDDER 1 OF 5		J.A.R Concrete, Inc. El Paso, TX BIDDER 2 OF 5		Jordan Foster Construction, LLC El Paso, TX BIDDER 3 OF 5		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
137	666	6224	PAVEMENT SEALER 4"	LF	8,769	\$0.08	\$701.52	\$0.08	\$701.52	\$0.10	\$876.90	
138	666	6226	PAVEMENT SEALER 8"	LF	3,426	\$0.17	\$582.42	\$0.17	\$582.42	\$0.20	\$685.20	
139	666	6230	PAVEMENT SEALER 24"	LF	1,210	\$0.97	\$1,173.70	\$0.97	\$1,173.70	\$1.00	\$1,210.00	
140	666	6231	PAVEMENT SEALER (ARROW)	EA	18	\$26.48	\$476.64	\$26.48	\$476.64	\$30.00	\$540.00	
141	666	6232	PAVEMENT SEALER (WORD)	EA	17	\$26.50	\$450.50	\$26.50	\$450.50	\$30.00	\$510.00	
142	666	6243	PAVEMENT SEALER (YLD TRI)	EA	11	\$20.12	\$221.32	\$20.12	\$221.32	\$20.00	\$220.00	
143	672	6010	REFL PAV MRK TY II-C-R	EA	388	\$5.57	\$2,161.16	\$5.57	\$2,161.16	\$6.00	\$2,328.00	
144	677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	5,492	\$0.43	\$2,361.56	\$0.43	\$2,361.56	\$0.40	\$2,196.80	



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening											BID NO: 2021-1037	
BID DATE: August 18, 2021											DEPARTMENT: Capital Improvement	
						Del Mar Contracting, Inc. El Paso, TX BIDDER 1 OF 5		J.A.R Concrete, Inc. El Paso, TX BIDDER 2 OF 5		Jordan Foster Construction, LLC El Paso, TX BIDDER 3 OF 5		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
145	678	6001	PAV SURF PREP FOR MRK (4")	LF	8,769	\$0.30	\$2,630.70	\$0.30	\$2,630.70	\$0.30	\$2,630.70	
146	678	6004	PAV SURF PREP FOR MRK (8")	LF	3,426	\$0.60	\$2,055.60	\$0.60	\$2,055.60	\$0.60	\$2,055.60	
147	678	6008	PAV SURF PREP FOR MRK (24")	LF	1,210	\$1.00	\$1,210.00	\$1.00	\$1,210.00	\$1.00	\$1,210.00	
148	678	6009	PAV SURF PREP FOR MRK (ARROW)	EA	18	\$25.04	\$450.72	\$25.04	\$450.72	\$26.00	\$468.00	
149	678	6016	PAV SURF PREP FOR MRK (WORD)	EA	17	\$25.16	\$427.72	\$25.16	\$427.72	\$26.00	\$442.00	
150	678	6023	PAV SURF PREP FOR MRK (36")(YLD TRI)	EA	11	\$25.22	\$277.42	\$25.22	\$277.42	\$26.00	\$286.00	
151	678	6033	PAV SURF PREP FOR MRK (RPM)	EA	388	\$1.89	\$733.32	\$1.89	\$733.32	\$2.00	\$776.00	
152	680	6002	INSTALL HWY TRF SIG (ISOLATED)	EA	1	\$38,996.00	\$38,996.00	\$38,996.00	\$38,996.00	\$40,000.00	\$40,000.00	



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening											BID NO: 2021-1037	
BID DATE: August 18, 2021											DEPARTMENT: Capital Improvement	
						Del Mar Contracting, Inc. El Paso, TX BIDDER 1 OF 5		J.A.R Concrete, Inc. El Paso, TX BIDDER 2 OF 5		Jordan Foster Construction, LLC El Paso, TX BIDDER 3 OF 5		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
153	680	6004	REMOVAL OF TRAFFIC SIGNAL	EA	1	\$5,855.00	\$5,855.00	\$5,855.00	\$5,855.00	\$6,000.00	\$6,000.00	
154	681	6001	TEMP TRAF SIGNALS	EA	1	\$66,954.35	\$66,954.35	\$66,954.32	\$66,954.32	\$67,000.00	\$67,000.00	
155	682	6001	VEH SIG SEC (12")LED(GRN)	EA	10	\$325.00	\$3,250.00	\$325.00	\$3,250.00	\$350.00	\$3,500.00	
156	682	6002	VEH SIG SEC (12")LED(GRN ARW)	EA	5	\$325.00	\$1,625.00	\$325.00	\$1,625.00	\$350.00	\$1,750.00	
157	682	6003	VEH SIG SEC (12")LED(YEL)	EA	10	\$325.00	\$3,250.00	\$325.00	\$3,250.00	\$350.00	\$3,500.00	
158	682	6004	VEH SIG SEC (12")LED(YEL ARW)	EA	5	\$325.00	\$1,625.00 Contractor's Price: \$1,650.00	\$325.00	\$1,625.00	\$350.00	\$1,750.00	
159	682	6005	VEH SIG SEC (12")LED(RED)	EA	10	\$325.00	\$3,250.00	\$325.00	\$3,250.00	\$350.00	\$3,500.00	
160	682	6006	VEH SIG SEC (12")LED(RED ARW)	EA	3	\$325.00	\$975.00	\$325.00	\$975.00	\$350.00	\$1,050.00	



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening **BID NO:** 2021-1037

BID DATE: August 18, 2021 **DEPARTMENT:** Capital Improvement

						Del Mar Contracting, Inc.		J.A.R Concrete, Inc.		Jordan Foster Construction, LLC		
						El Paso, TX BIDDER 1 OF 5		El Paso, TX BIDDER 2 OF 5		El Paso, TX BIDDER 3 OF 5		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
161	682	6018	PED SIG SEC (LED)(COUNTDOWN)	EA	12	\$698.75	\$8,385.00	\$698.75	\$8,385.00	\$700.00	\$8,400.00	
162	682	6054	BACKPLATE W/REF BRDR (3 SEC) (VENT) ALUM	EA	6	\$125.00	\$750.00	\$125.00	\$750.00	\$130.00	\$780.00	
163	682	6055	BACKPLATE W/REF BRDR (4 SEC) (VENT) ALUM	EA	4	\$150.00	\$600.00	\$150.00	\$600.00	\$150.00	\$600.00	
164	684	6010	TRF SIG CBL (TY A)(12 AWG)(5 CONDR)	LF	2,370	\$2.95	\$6,991.50	\$2.95	\$6,991.50	\$3.00	\$7,110.00	
165	684	6012	TRF SIG CBL (TY A)(12 AWG)(7 CONDR)	LF	540	\$3.75	\$2,025.00	\$3.75	\$2,025.00	\$4.00	\$2,160.00	
166	684	6025	TRF SIG CBL (TY A)(12 AWG)(20 CONDR)	LF	1,230	\$6.99	\$8,597.70	\$6.99	\$8,597.70	\$7.00	\$8,610.00	
167	684	6031	TRF SIG CBL (TY A) (14 AWG) (5 CONDR	LF	230	\$2.35	\$540.50	\$2.35	\$540.50	\$2.50	\$575.00	
168	684	6033	TRF SIG CBL (TY A) (14 AWG) (7 CONDR)	LF	185	\$2.50	\$462.50	\$2.50	\$462.50	\$2.50	\$462.50	



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening										BID NO: 2021-1037		
BID DATE: August 18, 2021										DEPARTMENT: Capital Improvement		

						Del Mar Contracting, Inc.		J.A.R Concrete, Inc.		Jordan Foster Construction, LLC		
						El Paso, TX BIDDER 1 OF 5		El Paso, TX BIDDER 2 OF 5		El Paso, TX BIDDER 3 OF 5		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
169	684	6079	TRF SIG CBL (TY C)(12 AWG)(2 CONDR)	LF	2,735	\$2.00	\$5,470.00	\$2.00	\$5,470.00	\$2.00	\$5,470.00	
170	686	ELP2	INS TRF SIG PL AM(S)1 ARM(30')LUM	EA	1	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	
171	686	6049	INS TRF SIG PL AM(S)1 ARM(48')	EA	2	\$12,000.00	\$24,000.00	\$12,000.00	\$24,000.00	\$12,000.00	\$24,000.00	
172	686	6051	INS TRF SIG PL AM(S)1 ARM(48')LUM	EA	1	\$15,500.00	\$15,500.00	\$15,500.00	\$15,500.00	\$16,000.00	\$16,000.00	
173	687	6001	PED POLE ASSEMBLY	EA	6	\$2,350.00	\$14,100.00	\$2,350.00	\$14,100.00	\$2,400.00	\$14,400.00	
174	687	6002	RELOCATE PED POLE ASSEMBLY	EA	3	\$2,000.00	\$6,000.00	\$2,000.00	\$6,000.00	\$2,000.00	\$6,000.00	
175	688	6001	PED DETECT PUSH BUTTON (APS)	EA	10	\$889.00	\$8,890.00	\$889.00	\$8,890.00	\$1,000.00	\$10,000.00	
176	688	6003	PED DETECTOR CONTROLLER UNIT	EA	1	\$3,550.00	\$3,550.00	\$3,550.00	\$3,550.00	\$4,000.00	\$4,000.00	



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening											BID NO: 2021-1037	
BID DATE: August 18, 2021											DEPARTMENT: Capital Improvement	
						Del Mar Contracting, Inc. El Paso, TX BIDDER 1 OF 5		J.A.R Concrete, Inc. El Paso, TX BIDDER 2 OF 5		Jordan Foster Construction, LLC El Paso, TX BIDDER 3 OF 5		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
177	690	6001	REMOVAL OF CONDUIT	LF	125	\$6.50	\$812.50	\$6.50	\$812.50	\$7.00	\$875.00	
178	690	6006	REMOVAL OF GROUND BOXES	EA	2	\$300.00	\$600.00	\$300.00	\$600.00	\$300.00	\$600.00	
179	6001	6009	REMOVAL OF CABLES	LF	125	\$4.00	\$500.00	\$4.00	\$500.00	\$4.00	\$500.00	
180	6002	6001	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	253	Left Blank	Left Blank	\$85.00	\$21,505.00	\$55.00	\$13,915.00	
181	6027	6005	VIVDS COMMUNICATION CABLE (COAXIAL)	LF	105	\$3.00	\$315.00	\$3.00	\$315.00	\$3.00	\$315.00	
182	6027	6003	CONDUIT (PREPARE)	EA	675	\$5.00	\$3,375.00	\$5.00	\$3,375.00	\$5.00	\$3,375.00	
183	6027	6006	GROUND BOX(INSTALL)	EA	4	\$1,250.00	\$5,000.00	\$1,250.00	\$5,000.00	\$1,400.00	\$5,600.00	
184	6027	6008	GROUND BOX (PREPARE)	EA	6	\$450.00	\$2,700.00	\$450.00	\$2,700.00	\$500.00	\$3,000.00	



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening **BID NO:** 2021-1037
BID DATE: August 18, 2021 **DEPARTMENT:** Capital Improvement

						Del Mar Contracting, Inc.		J.A.R Concrete, Inc.		Jordan Foster Construction, LLC		
						El Paso, TX BIDDER 1 OF 5		El Paso, TX BIDDER 2 OF 5		El Paso, TX BIDDER 3 OF 5		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
185	6306	6001	VIVDS PROCESSOR SYSTEM	EA	1	\$9,500.00	\$9,500.00	\$9,500.00	\$9,500.00	\$10,000.00	\$10,000.00	
186	6306	6002	VIVDS CAM ASSY FXD LNS	EA	4	\$1,725.00	\$6,900.00	\$1,725.00	\$6,900.00	\$1,800.00	\$7,200.00	
187	6306	6005	VIVDS CNTRL SOFTWARE	EA	1	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	
188	6306	6007	VIVDS CABLING	LF	1,125	\$2.75	\$3,093.75	\$2.75	\$3,093.75	\$3.00	\$3,375.00	
189	7016	6107	CONCRETE CAP	LF	398	\$28.00	\$11,144.00	\$10.30	\$4,099.40	\$24.00	\$9,552.00	
190	7114	ELP1	WATER FILLED BARRIER (TL-2)	LF	904	\$24.00	\$21,696.00	\$51.50	\$46,556.00	\$50.00	\$45,200.00	
Sum Total Base Bid I; Item 1 - 190							\$10,365,648.79 Contractor's Price: \$10,210,048.75		\$7,600,409.82 Contractor's Price: \$7,600,409.85		\$8,868,380.20	



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening											BID NO: 2021-1037	
BID DATE: August 18, 2021											DEPARTMENT: Capital Improvement	
						Del Mar Contracting, Inc. El Paso, TX BIDDER 1 OF 5		J.A.R Concrete, Inc. El Paso, TX BIDDER 2 OF 5		Jordan Foster Construction, LLC El Paso, TX BIDDER 3 OF 5		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID II UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
1	401	6001	FLOWABLE BACKFILL	CY	6	\$143.00	\$858.00 Contractor's Price: \$780.00	\$99.00	\$594.00	\$95.00	\$570.00	
2	400	6006	CUT AND RESTORE PAVEMENT	SY	174	\$63.00	\$10,962.00	\$35.50	\$6,177.00	\$45.00	\$7,830.00	
3	400	6007	CUT AND RESTORE CONC PAVING	SY	143	\$138.00	\$19,734.00	\$171.25	\$24,488.75	\$80.00	\$11,440.00	
4	402	6001	TRENCH PROTECTION	LF	5,475	\$2.00	\$10,950.00	\$2.85	\$15,603.75	\$6.00	\$32,850.00	
5	7016	6004	WATER MAIN (PVC)(C-900)(8")	LF	602	\$132.00	\$79,464.00 Contractor's Price: \$72,240.00	\$80.50	\$48,461.00	\$83.00	\$49,966.00	
6	7016	6005	WATER MAIN (PVC)(C-900)(12")	LF	4,896	\$125.00	\$612,000.00 Contractor's Price: \$538,560.00	\$86.00	\$421,056.00	\$96.00	\$470,016.00	
7	7016	6033	ADDITIONAL FITTINGS	LBS	5,000	\$8.00	\$40,000.00 Contractor's Price: \$35,000.00	\$3.30	\$16,500.00	\$4.00	\$20,000.00	
8	7016	6034	WATER SERVICE RPL & RECON (3/4")	EA	1	\$2,100.00	\$2,100.00 Contractor's Price: \$1,936.00	\$1,350.00	\$1,350.00	\$1,600.00	\$1,600.00	



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening											BID NO: 2021-1037	
BID DATE: August 18, 2021											DEPARTMENT: Capital Improvement	
						Del Mar Contracting, Inc. El Paso, TX BIDDER 1 OF 5		J.A.R Concrete, Inc. El Paso, TX BIDDER 2 OF 5		Jordan Foster Construction, LLC El Paso, TX BIDDER 3 OF 5		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID II UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
9	7016	6035	WATER SERVICE RPL & RECON (1")	EA	1	\$2,800.00	\$2,800.00 Contractor's Price:\$2,614.00	\$2,500.00	\$2,500.00	\$1,600.00	\$1,600.00	
10	7016	6036	WATER SERVICE RPL & RECON (1 1/2")	EA	1	\$4,800.00	\$4,800.00 Contractor's Price:\$4,756.00	\$4,050.00	\$4,050.00	\$4,000.00	\$4,000.00	
11	7016	6037	WATER SERVICE RPL & RECON (2")	EA	5	\$6,600.00	\$33,000.00 Contractor's Price:\$30,140.00	\$5,260.00	\$26,300.00	\$5,600.00	\$28,000.00	
12	7016	6047	FIRE HYDRANT (NEW)	EA	4	\$8,700.00	\$34,800.00 Contractor's Price:\$31,600.00	\$7,000.00	\$28,000.00	\$7,500.00	\$30,000.00	
13	7016	6048	FIRE HYDRANT (REMOVE & SALVAGE)	EA	4	\$550.00	\$2,200.00 Contractor's Price:\$2,000.00	\$600.00	\$2,400.00	\$1,700.00	\$6,800.00	
14	7016	6091	CASING(STEEL) (24IN)(BORED)	LF	280	\$550.00	\$154,000.00 Contractor's Price:\$134,400.00	\$410.00	\$114,800.00	\$550.00	\$154,000.00	
Sum Total Base Bid II; Items 1 - 14							\$1,007,668.00 Contractor's Price:\$864,976.00		\$712,280.50		\$818,672.00	
Sum Total Base Bid I and Base Bid II							\$11,373,316.79 Contractor's Price:\$1,440,599.36		\$8,312,690.32 Contractor's Price:\$8,312,690.35		\$9,687,052.20	
Amendment Acknowledged						Yes		Yes		Yes		
Bid Bond						Yes		Yes		Yes		



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening **BID NO:** 2021-1037
BID DATE: August 18, 2021 **DEPARTMENT:** Capital Improvement

						Lesna Construction, Inc. El Paso, TX BIDDER 4 OF 5		Martinez Bros Contractors, LLC El Paso, TX BIDDER 5 OF 5				
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
1	500	6001	MOBILIZATION (5%)	LS	1	\$400,000.00	\$400,000.00	\$444,444.00	\$444,444.00			
2	100	6002	PREPARING ROW	STA	53	\$1,500.00	\$79,500.00	\$2,200.00	\$116,600.00			
3	100	6006	PREP ROW (TREE)(LESS THAN 24" DIA)	EA	34	\$500.00	\$17,000.00	\$285.00	\$9,690.00			
4	104	6017	REMOVING CONC(DRIVEWAYS)	SY	1,421	\$15.00	\$21,315.00	\$9.70	\$13,783.70			
5	104	6029	REMOVING CONC (CURB OR CURB & GUTTER)	LF	17,498	\$3.00	\$52,494.00	\$2.89	\$50,569.22			
6	104	6036	REMOVING CONC (SIDEWALK OR RAMP)	SY	3,774	\$10.00	\$37,740.00	\$6.85	\$25,851.90			
7	104	6044	REMOVING CONC (FLUME)	SY	11	\$200.00	\$2,200.00	\$52.26	\$574.86			
8	105	6038	REMOVING STAB BASE AND ASPH PAV (11")	SY	42,531	\$5.50	\$233,920.50	\$7.36	\$313,028.16			



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening **BID NO:** 2021-1037

BID DATE: August 18, 2021 **DEPARTMENT:** Capital Improvement

						Lesna Construction, Inc.		Martinez Bros Contractors, LLC				
						El Paso, TX BIDDER 4 OF 5		El Paso, TX BIDDER 5 OF 5				
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
9	110	6001	EXCAVATION (ROADWAY)	CY	16,850	\$6.50	\$109,525.00	\$12.93	\$217,870.50			
10	132	6002	EMBANKMENT (FINAL) (DENS CONT) (TY A)	CY	2,972	\$15.00	\$44,580.00	\$12.93	\$38,427.96			
11	170	6001	IRRIGATION SYSTEM	LS	1	\$278,000.00	\$278,000.00	\$200,412.00	\$200,412.00			
12	192	6002	PLANT MATERIAL (1-GAL)	EA	235	\$21.00	\$4,935.00	\$18.00	\$4,230.00			
13	192	6004	PLANT MATERIAL (5-GAL)	EA	1,979	\$45.00	\$89,055.00	\$38.00	\$75,202.00			
14	192	6017	VEGETATION BARRIER	SY	6,978	\$2.30	\$16,049.40	\$2.11	\$14,723.58			
15	192	6046	PLANT MATERIAL (MIN 3" CAL) (B&B)	EA	291	\$700.00	\$203,700.00	\$645.00	\$187,695.00			
16	193	6001	PLANT MAINTENANCE	MO	12	\$1,764.00	\$21,168.00	\$980.00	\$11,760.00			



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening

BID NO: 2021-1037

BID DATE: August 18, 2021

DEPARTMENT: Capital Improvement

						Lesna Construction, Inc.		Martinez Bros Contractors, LLC				
						El Paso, TX BIDDER 4 OF 5		El Paso, TX BIDDER 5 OF 5				
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
17	193	6003	PLANT REPLACEMENT (1-GAL)	EA	46	\$21.00	\$966.00	\$18.00	\$828.00			
18	193	6005	PLANT REPLACEMENT (5-GAL)	EA	396	\$42.00	\$16,632.00	\$38.00	\$15,048.00			
19	193	6007	IRRIGATION SYSTEM OPER AND MAINT	MO	12	\$630.00	\$7,560.00	\$780.00	\$9,360.00			
20	193	6011	PLANT REPLACEMENT (65-GAL)	EA	58	\$630.00	\$36,540.00	\$645.00	\$37,410.00			
21	1002	6029	LANDSCAPE AMENITY (BOULDER)	EA	234	\$244.00	\$57,096.00	\$252.76	\$59,145.84			
22	1005	6001	LOOSE AGGR FOR GROUND COVER (TYPE I)	CY	497	\$51.00	\$25,347.00	\$60.00	\$29,820.00			
23	1005	6002	LOOSE AGGR FOR GROUND COVER (TYPE II)	CY	178	\$93.00	\$16,554.00	\$154.72	\$27,540.16			
24	247	6061	FL BS (CMP IN PLC)(TYA GR1-2) (6")	SY	47,896	\$7.50	\$359,220.00	\$11.60	\$555,593.60			



CITY OF EL PASO BID TABULATION FORM



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BID DATE: August 18, 2021											DEPARTMENT: Capital Improvement	
<div style="text-align: center;"> Lesna Construction, Inc. El Paso, TX BIDDER 4 OF 5 </div>						<div style="text-align: center;"> Martinez Bros Contractors, LLC El Paso, TX BIDDER 5 OF 5 </div>						
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
25	310	6005	PRIME COAT (AE-P)	GAL	7,184	\$5.50	\$39,512.00	\$8.05	\$57,831.20			
26	351	6006	FLEXIBLE PAVEMENT STRUCTURE REPAIR(10")	SY	7,107	\$39.00	\$277,173.00	\$31.05	\$220,672.35			
27	360	6004	CONC PVMT (CONT REINF - CRCP) (10")	SY	45,921	\$60.00	\$2,755,260.00	\$93.48	\$4,292,695.08			
28	3076	6040	D-GR HMA TY-D PG70-22	TON	5,497	\$65.00	\$357,305.00	\$89.40	\$491,431.80			
29	401	6001	FLOWABLE BACKFILL	CY	701	\$98.00	\$68,698.00	\$97.75	\$68,522.75			
30	402	6001	TRENCH EXCAVATION PROTECTION	LF	1,273	\$7.00	\$8,911.00	\$4.00	\$5,092.00			
31	416	6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	208	\$323.00	\$67,184.00	\$313.50	\$65,208.00			
32	416	6031	DRILL SHAFT (TRF SIG POLE) (30 IN)	LF	11	\$335.00	\$3,685.00	\$342.00	\$3,762.00			



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening **BID NO:** 2021-1037

BID DATE: August 18, 2021 **DEPARTMENT:** Capital Improvement

						Lesna Construction, Inc.		Martinez Bros Contractors, LLC				
						El Paso, TX BIDDER 4 OF 5		El Paso, TX BIDDER 5 OF 5				
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
33	416	6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	39	\$365.00	\$14,235.00	\$399.00	\$15,561.00			
34	420	6007	CL A CONC (FLUME)	CY	12	\$1,200.00	\$14,400.00	\$399.00	\$4,788.00			
35	420	ELP1	CL A CONC (FLUME)(SPL)	CY	11	\$1,350.00	\$14,850.00	\$416.10	\$4,577.10			
36	450	6048	RAIL (HANDRAIL) (TY B)	LF	20	\$150.00	\$3,000.00	\$153.90	\$3,078.00			
37	462	6003	CONC BOX CULV (4 FT X 2 FT)	LF	425	\$320.00	\$136,000.00	\$359.10	\$152,617.50			
38	462	6007	CONC BOX CULV (5 FT X 3 FT)	LF	252	\$390.00	\$98,280.00	\$359.10	\$90,493.20			
39	462	6099	CONC BOX CULV (6 FT X 2 FT)	LF	154	\$420.00	\$64,680.00	\$359.10	\$55,301.40			
40	464	6005	RC PIPE (CL III) (24 IN)	LF	536	\$90.00	\$48,240.00	\$94.30	\$50,544.80			



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No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
41	464	6007	RC PIPE (CL III) (30 IN)	LF	217	\$155.00	\$33,635.00	\$111.55	\$24,206.35			
42	464	6017	RC PIPE (CL IV)(18 IN)	LF	16	\$110.00	\$1,760.00	\$128.80	\$2,060.80			
43	464	6018	RC PIPE (CL IV) (24 IN)	LF	374	\$125.00	\$46,750.00	\$134.55	\$50,321.70			
44	464	6025	RC PIPE (CL V) (18 IN)	LF	26	\$120.00	\$3,120.00	\$135.70	\$3,528.20			
45	465	6002	MANH (COMPL) (PRM)(48IN)	EA	1	\$4,950.00	\$4,950.00	\$3,427.00	\$3,427.00			
46	465	6003	MANH (COMPL) (PRM) (60 IN)	EA	3	\$6,100.00	\$18,300.00	\$4,600.00	\$13,800.00			
47	465	6004	MANH (COMPL) (PRM) (72 IN)	EA	1	\$8,550.00	\$8,550.00	\$6,785.00	\$6,785.00			
48	465	6011	JCTBOX(COMPL)(PJB)(6FTX6FT)	EA	2	\$7,900.00	\$15,800.00	\$5,750.00	\$11,500.00			



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No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
49	465	6012	JCTBOX(COMPL)(PJB)(8FTX8FT)	EA	3	\$12,900.00	\$38,700.00	\$9,430.00	\$28,290.00			
50	465	6188	INLET (COMPL) (DROP) (TY I) (2 GRATE)	EA	1	\$7,250.00	\$7,250.00	\$5,290.00	\$5,290.00			
51	465	6189	INLET (COMPL) (DROP) (TY I) (3 GRATE)	EA	2	\$8,600.00	\$17,200.00	\$7,820.00	\$15,640.00			
52	465	ELP1	INLET (COMPL) (DROP) (TY I) (4 GRATE)	EA	2	\$11,000.00	\$22,000.00	\$8,625.00	\$17,250.00			
53	465	ELP2	INLET (COMPL) (DROP) (TY I) (5 GRATE)	EA	2	\$18,500.00	\$37,000.00	\$13,800.00	\$27,600.00			
54	465	ELP3	INLET (CIP) (DROP) (TY I) (3 GRATE)	EA	1	\$10,800.00	\$10,800.00	\$12,995.00	\$12,995.00			
55	465	ELP4	INLET (CIP) (DROP) (TY I) (4 GRATE)	EA	1	\$11,500.00	\$11,500.00	\$13,800.00	\$13,800.00			
56	465	ELP5	INLET (CIP) (DROP) (TY I) (5 GRATE)	EA	1	\$17,500.00	\$17,500.00	\$14,720.00	\$14,720.00			



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BID TITLE: Rojas Drive Widening											BID NO: 2021-1037	
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						Lesna Construction, Inc. El Paso, TX BIDDER 4 OF 5		Martinez Bros Contractors, LLC El Paso, TX BIDDER 5 OF 5				
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
57	465	ELP6	JCT BOX (CIP)(SPL)	EA	1	\$15,000.00	\$15,000.00	\$9,775.00	\$9,775.00			
58	479	6001	ADJUSTING MANHOLES	EA	3	\$650.00	\$1,950.00	\$299.00	\$897.00			
59	479	6004	ADJUSTING MANHOLES (SANITARY)	EA	20	\$650.00	\$13,000.00	\$356.50	\$7,130.00			
60	479	6005	ADJUSTING MANHOLES (WATER VALVE BOX)	EA	11	\$500.00	\$5,500.00	\$370.30	\$4,073.30			
61	479	6008	ADJUSTING MANHOLES (WATER METER)	EA	3	\$500.00	\$1,500.00	\$212.75	\$638.25			
62	479	6010	ADJUSTING MANHOLES (ELECTRIC BOX)	EA	8	\$500.00	\$4,000.00	\$1,265.00	\$10,120.00			
63	479	6011	ADJUSTING MANHOLES (IRRIGATION BOX)	EA	1	\$500.00	\$500.00	\$442.75	\$442.75			
64	479	ELP1	ADJUSTING MANHOLES (COMMUNICATION BOX)	EA	24	\$800.00	\$19,200.00	\$1,265.00	\$30,360.00			



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						El Paso, TX BIDDER 4 OF 5		El Paso, TX BIDDER 5 OF 5				
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
65	479	ELP2	ADJUSTING MANHOLES (WATER VAULT BOX)	EA	13	\$750.00	\$9,750.00	\$293.25	\$3,812.25			
66	479	ELP3	ADJUSTING MANHOLES (GAS VALVE)	EA	3	\$1,000.00	\$3,000.00	\$575.00	\$1,725.00			
67	479	ELP4	ADJUSTTING BACKFLOW PREVENTER	EA	8	\$1,500.00	\$12,000.00	\$1,012.00	\$8,096.00			
68	479	ELP5	ADJUSTING FIBER OPTIC MARKERS	EA	17	\$1,000.00	\$17,000.00	\$57.50	\$977.50			
69	479	ELP6	ADJUSTING TRAFFIC SGNL BOX	EA	2	\$1,250.00	\$2,500.00	\$345.00	\$690.00			
70	479	ELP7	ADJUSTING GAS TEST STATION	EA	1	\$4,000.00	\$4,000.00	\$862.50	\$862.50			
71	479	ELP8	ADJUSTING GAS METER	EA	1	\$4,000.00	\$4,000.00	\$1,380.00	\$1,380.00			
72	496	ELP1	REMOVE STR (ROCKWALL)	LF	1	\$1,000.00	\$1,000.00	\$287.50	\$287.50			



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TXDOT CSJ: 0924-06-605												
73	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	17	\$9,500.00	\$161,500.00	\$17,100.00	\$290,700.00			
74	506	6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	1,560	\$35.00	\$54,600.00	\$13.80	\$21,528.00			
75	506	6024	CONSTRUCTION EXITS (REMOVE)	SY	1,560	\$6.00	\$9,360.00	\$5.75	\$8,970.00			
76	506	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	23,311	\$4.00	\$93,244.00	\$3.00	\$69,933.00			
77	506	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	23,311	\$0.50	\$11,655.50	\$1.00	\$23,311.00			
78	506	6040	BIODEG EROSN CONT LOGS (INSTL)(8")	LF	440	\$4.50	\$1,980.00	\$10.35	\$4,554.00			
79	506	6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	440	\$0.50	\$220.00	\$1.15	\$506.00			
80	512	6009	PORT CTB (FUR & INST) (LOW PROF) (TY 1)	LF	1,840	\$70.00	\$128,800.00	\$101.20	\$186,208.00			



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						Lesna Construction, Inc. El Paso, TX BIDDER 4 OF 5		Martinez Bros Contractors, LLC El Paso, TX BIDDER 5 OF 5				
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
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BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
81	512	6010	PORT CTB (FUR & INST) (LOW PROF) (TY 2)	LF	100	\$70.00	\$7,000.00	\$105.80	\$10,580.00			
82	528	6001	COLORED TEXTURED CONCRETE	SY	282	\$70.00	\$19,740.00	\$123.12	\$34,719.84			
83	529	6005	CONC CURB (MONO) (TY II)	LF	16,028	\$10.00	\$160,280.00	\$5.31	\$85,108.68			
84	529	6036	CONCRETE CURB (SPECIAL)	LF	374	\$20.00	\$7,480.00	\$22.80	\$8,527.20			
85	530	6004	DRIVEWAYS (CONC)	SY	1,773	\$49.00	\$86,877.00	\$61.56	\$109,145.88			
86	531	6001	CONCRETE SIDEWALKS (4")	SY	10,800	\$36.00	\$388,800.00	\$51.30	\$554,040.00			
87	531	6010	CURB RAMPS (TY 7)	EA	65	\$1,800.00	\$117,000.00	\$798.00	\$51,870.00			
88	531	6013	CURB RAMPS (TY 10)	EA	2	\$1,500.00	\$3,000.00	\$741.00	\$1,482.00			



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TXDOT CSJ: 0924-06-605												
89	531	6016	CURB RAMPS (TY 21)	EA	3	\$2,350.00	\$7,050.00	\$798.00	\$2,394.00			
90	538	6001	RIGHT-OF-WAY MARKERS	EA	2	\$1,200.00	\$2,400.00	\$193.80	\$387.60			
91	5033	ELP1	FIXED BOLLARD	EA	10	\$550.00	\$5,500.00	\$775.20	\$7,752.00			
92	5113	ELP1	WROUGHT IRON FENCE	LF	70	\$180.00	\$12,600.00	\$171.00	\$11,970.00			
93	5113	ELP2	WROUGHT IRON GATE	EA	1	\$7,500.00	\$7,500.00	\$4,275.00	\$4,275.00			
94	610	ELP1	LUMINAIRE POLE (DUAL ARM) (30' WITH 6' ARMS)	EA	26	\$3,500.00	\$91,000.00	\$5,016.00	\$130,416.00			
95	618	6023	CONDT(PVC) (SCH 40) (2")	LF	4,865	\$16.00	\$77,840.00	\$15.96	\$77,645.40			
96	618	6024	CONDT (PVC) (SCH 40) (2") (BORE)	LF	1,055	\$28.00	\$29,540.00	\$27.36	\$28,864.80			



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TXDOT CSJ: 0924-06-605												
97	618	6029	CONDT (PVC) (SCH 40) (3")	LF	275	\$19.00	\$5,225.00	\$18.24	\$5,016.00			
98	618	6033	CONDT (PVC) (SCH 40) (4")	LF	50	\$20.50	\$1,025.00	\$19.38	\$969.00			
99	618	6034	CONDT (PVC) (SCH 40) (4") (BORE)	LF	1,050	\$32.00	\$33,600.00	\$41.04	\$43,092.00			
100	618	6047	CONDT (PVC) (SCH 80) (2") (BORE)	LF	1,580	\$28.00	\$44,240.00	\$36.48	\$57,638.40			
101	620	6004	ELEC CONDR (NO. 12) INSULATED	LF	160	\$1.45	\$232.00	\$2.18	\$348.80			
102	620	6008	ELEC CONDR (NO.8) INSULATED	LF	900	\$2.25	\$2,025.00	\$3.87	\$3,483.00			
103	620	6009	ELEC CONDR (NO. 6) BARE	LF	305	\$2.49	\$759.45	\$4.31	\$1,314.55			
104	620	6010	ELEC CONDR (NO. 6) INSULATED	LF	16,080	\$2.49	\$40,039.20	\$4.42	\$71,073.60			



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TXDOT CSJ: 0924-06-605												
105	620	6012	ELEC CONDR (NO. 4) INSULATED	LF	1,330	\$2.79	\$3,710.70	\$4.70	\$6,251.00			
106	620	6002	GROUND BOX TY A (122311)W/APRON	EA	3	\$1,155.00	\$3,465.00	\$1,710.00	\$5,130.00			
107	624	6010	GROUND BOX TY D (162922) W/APRON	EA	15	\$1,250.00	\$18,750.00	\$2,052.00	\$30,780.00			
108	624	6018	GROUND BOX TY 1 (362422)W/APRON	EA	8	\$3,950.00	\$31,600.00	\$4,332.00	\$34,656.00			
109	624	6028	REMOVE GROUND BOX	EA	1	\$300.00	\$300.00	\$684.00	\$684.00			
110	625	6001	ZINC-COAT STL WIRE STRAND (1/4")	LF	175	\$2.02	\$353.50	\$7.98	\$1,396.50			
111	625	6003	ZINC-COAT STL WIRE STRAND (3/8")	LF	700	\$3.68	\$2,576.00	\$9.12	\$6,384.00			
112	628	6041	ELC SRV TY A 240/480 060(NS)SS(E)GC(O)	EA	1	\$8,000.00	\$8,000.00	\$9,120.00	\$9,120.00			



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BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
113	628	6185	ELC SRV TY D 120/240 070(NS)SS(E) GC(O)	EA	1	\$6,500.00	\$6,500.00	\$7,980.00	\$7,980.00			
114	644	6001	IN SM RD SN SUP&SM TY10BWG(1) SA(P)	EA	40	\$685.00	\$27,400.00	\$769.50	\$30,780.00			
115	644	6075	RELOCATE SM RD SN SUP&AM(SIGN ONLY)	EA	5	\$225.00	\$1,125.00	\$1,368.00	\$6,840.00			
116	644	6076	REMOVE SM RD SN SUP&AM	EA	20	\$100.00	\$2,000.00	\$182.40	\$3,648.00			
117	644	6078	REMOVE SM RD SN SUP&AM(SIGN ONLY)	EA	5	\$95.00	\$475.00	\$285.00	\$1,425.00			
118	662	6061	WK ZN PAV MRK REMOV (W) 4" (DOT)	LF	77	\$2.30	\$177.10	\$2.57	\$197.89			
119	662	6063	WK ZN PAV MRK REMOV (W)4"(SLD)	LF	10,814	\$2.15	\$23,250.10	\$2.23	\$24,115.22			
120	662	6075	WK ZN PAV MRK REMOV (W)24"(SLD)	LF	360	\$11.25	\$4,050.00	\$12.77	\$4,597.20			



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening **BID NO:** 2021-1037

BID DATE: August 18, 2021 **DEPARTMENT:** Capital Improvement

						Lesna Construction, Inc.		Martinez Bros Contractors, LLC				
						El Paso, TX BIDDER 4 OF 5		El Paso, TX BIDDER 5 OF 5				
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
121	662	6080	WK ZN PAV MRK REMOV (W) (ARROW)	EA	24	\$296.00	\$7,104.00	\$333.80	\$8,011.20			
122	662	6081	WK ZN PAV MRK REMOV (W) (DBL ARROW)	EA	14	\$324.00	\$4,536.00	\$364.80	\$5,107.20			
123	662	6088	WK ZN PAV MRK REMOV (W) (TPL ARROW)	EA	6	\$345.00	\$2,070.00	\$388.74	\$2,332.44			
124	662	6094	WK ZN PAV MRK REMOV (Y)4"(DOT)	LF	94	\$2.25	\$211.50	\$2.50	\$235.00			
125	662	6095	WK ZN PAV MRK REMOV (Y)4"(SLD)	LF	18,690	\$2.20	\$41,118.00	\$2.48	\$46,351.20			
126	666	ELP1	REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	LF	4,460	\$0.90	\$4,014.00	\$0.97	\$4,326.20			
127	666	ELP2	REFL PAV MRK TY I (W) 4" (SLD) (100MIL)	LF	1,567	\$0.80	\$1,253.60	\$0.75	\$1,175.25			
128	666	6003	REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	LF	980	\$0.70	\$686.00	\$1.47	\$1,440.60			



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening **BID NO:** 2021-1037
BID DATE: August 18, 2021 **DEPARTMENT:** Capital Improvement

						Lesna Construction, Inc.		Martinez Bros Contractors, LLC				
						El Paso, TX BIDDER 4 OF 5		El Paso, TX BIDDER 5 OF 5				
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
129	666	6006	REFL PAV MRK TY I (W) 4" (DOT) (100MIL)	LF	26	\$1.30	\$33.80	\$1.47	\$38.22			
130	666	6036	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	3,426	\$1.60	\$5,481.60	\$1.78	\$6,098.28			
131	666	6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	1,210	\$7.10	\$8,591.00	\$7.98	\$9,655.80			
132	666	6054	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	18	\$122.00	\$2,196.00	\$136.80	\$2,462.40			
133	666	6078	REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	17	\$132.00	\$2,244.00	\$148.20	\$2,519.40			
134	666	6102	REF PAV MRK TY I(W)36"(YLD TRI)(100MIL)	LF	11	\$96.00	\$1,056.00	\$108.30	\$1,191.30			
135	666	6123	REFL PAV MRK TY I (Y) 4" (DOT) (100MIL)	LF	2,103	\$1.20	\$2,523.60	\$1.32	\$2,775.96			
136	666	ELP3	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	LF	613	\$0.60	\$367.80	\$0.66	\$404.58			



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening											BID NO: 2021-1037	
BID DATE: August 18, 2021											DEPARTMENT: Capital Improvement	
						Lesna Construction, Inc. El Paso, TX BIDDER 4 OF 5		Martinez Bros Contractors, LLC El Paso, TX BIDDER 5 OF 5				
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
137	666	6224	PAVEMENT SEALER 4"	LF	8,769	\$0.10	\$876.90	\$0.09	\$789.21			
138	666	6226	PAVEMENT SEALER 8"	LF	3,426	\$0.20	\$685.20	\$0.19	\$650.94			
139	666	6230	PAVEMENT SEALER 24"	LF	1,210	\$1.00	\$1,210.00	\$1.11	\$1,343.10			
140	666	6231	PAVEMENT SEALER (ARROW)	EA	18	\$27.00	\$486.00	\$30.45	\$548.10			
141	666	6232	PAVEMENT SEALER (WORD)	EA	17	\$27.00	\$459.00	\$30.47	\$517.99			
142	666	6243	PAVEMENT SEALER (YLD TRI)	EA	11	\$21.00	\$231.00	\$23.13	\$254.43			
143	672	6010	REFL PAV MRK TY II-C-R	EA	388	\$6.00	\$2,328.00	\$6.40	\$2,483.20			
144	677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	5,492	\$0.45	\$2,471.40	\$0.49	\$2,691.08			



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening	BID NO: 2021-1037
BID DATE: August 18, 2021	DEPARTMENT: Capital Improvement

						Lesna Construction, Inc.		Martinez Bros Contractors, LLC				
						El Paso, TX BIDDER 4 OF 5		El Paso, TX BIDDER 5 OF 5				
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										

BASE BID I UNIT PRICE SCHEDULE
TXDOT CSJ: 0924-06-605

145	678	6001	PAV SURF PREP FOR MRK (4")	LF	8,769	\$0.60	\$5,261.40	\$0.34	\$2,981.46			
146	678	6004	PAV SURF PREP FOR MRK (8")	LF	3,426	\$0.65	\$2,226.90	\$0.68	\$2,329.68			
147	678	6008	PAV SURF PREP FOR MRK (24")	LF	1,210	\$1.05	\$1,270.50	\$1.14	\$1,379.40			
148	678	6009	PAV SURF PREP FOR MRK (ARROW)	EA	18	\$26.00	\$468.00	\$28.79	\$518.22			
149	678	6016	PAV SURF PREP FOR MRK (WORD)	EA	17	\$26.00	\$442.00	\$28.50	\$484.50			
150	678	6023	PAV SURF PREP FOR MRK (36")(YLD TRI)	EA	11	\$26.00	\$286.00	\$30.08	\$330.88			
151	678	6033	PAV SURF PREP FOR MRK (RPM)	EA	388	\$2.00	\$776.00	\$2.17	\$841.96			
152	680	6002	INSTALL HWY TRF SIG (ISOLATED)	EA	1	\$38,996.00	\$38,996.00	\$27,930.00	\$27,930.00			



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening	BID NO: 2021-1037
BID DATE: August 18, 2021	DEPARTMENT: Capital Improvement

						Lesna Construction, Inc.		Martinez Bros Contractors, LLC				
						El Paso, TX BIDDER 4 OF 5		El Paso, TX BIDDER 5 OF 5				
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										

BASE BID I UNIT PRICE SCHEDULE

TXDOT CSJ: 0924-06-605

153	680	6004	REMOVAL OF TRAFFIC SIGNAL	EA	1	\$5,855.00	\$5,855.00	\$4,560.00	\$4,560.00			
154	681	6001	TEMP TRAF SIGNALS	EA	1	\$66,954.35	\$66,954.35	\$34,200.00	\$34,200.00			
155	682	6001	VEH SIG SEC (12")LED(GRN)	EA	10	\$325.00	\$3,250.00	\$285.00	\$2,850.00			
156	682	6002	VEH SIG SEC (12")LED(GRN ARW)	EA	5	\$325.00	\$1,625.00	\$285.00	\$1,425.00			
157	682	6003	VEH SIG SEC (12")LED(YEL)	EA	10	\$325.00	\$3,250.00	\$285.00	\$2,850.00			
158	682	6004	VEH SIG SEC (12")LED(YEL ARW)	EA	5	\$325.00	\$1,625.00	\$285.00	\$1,425.00			
159	682	6005	VEH SIG SEC (12")LED(RED)	EA	10	\$325.00	\$3,250.00	\$285.00	\$2,850.00			
160	682	6006	VEH SIG SEC (12")LED(RED ARW)	EA	3	\$325.00	\$975.00	\$285.00	\$855.00			



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening

BID NO: 2021-1037

BID DATE: August 18, 2021

DEPARTMENT: Capital Improvement

						Lesna Construction, Inc.		Martinez Bros Contractors, LLC				
						El Paso, TX BIDDER 4 OF 5		El Paso, TX BIDDER 5 OF 5				
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
161	682	6018	PED SIG SEC (LED)(COUNTDOWN)	EA	12	\$698.75	\$8,385.00	\$1,026.00	\$12,312.00			
162	682	6054	BACKPLATE W/REF BRDR (3 SEC) (VENT) ALUM	EA	6	\$125.00	\$750.00	\$171.00	\$1,026.00			
163	682	6055	BACKPLATE W/REF BRDR (4 SEC) (VENT) ALUM	EA	4	\$150.00	\$600.00	\$171.00	\$684.00			
164	684	6010	TRF SIG CBL (TY A)(12 AWG)(5 CONDR)	LF	2,370	\$2.95	\$6,991.50	\$2.28	\$5,403.60			
165	684	6012	TRF SIG CBL (TY A)(12 AWG)(7 CONDR)	LF	540	\$3.75	\$2,025.00	\$5.70	\$3,078.00			
166	684	6025	TRF SIG CBL (TY A)(12 AWG)(20 CONDR)	LF	1,230	\$6.99	\$8,597.70	\$7.17	\$8,819.10			
167	684	6031	TRF SIG CBL (TY A) (14 AWG) (5 CONDR	LF	230	\$2.35	\$540.50	\$2.20	\$506.00			
168	684	6033	TRF SIG CBL (TY A) (14 AWG) (7 CONDR)	LF	185	\$2.50	\$462.50	\$5.47	\$1,011.95			



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening

BID NO: 2021-1037

BID DATE: August 18, 2021

DEPARTMENT: Capital Improvement

						Lesna Construction, Inc.		Martinez Bros Contractors, LLC				
						El Paso, TX BIDDER 4 OF 5		El Paso, TX BIDDER 5 OF 5				
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
169	684	6079	TRF SIG CBL (TY C)(12 AWG)(2 CONDR)	LF	2,735	\$2.00	\$5,470.00	\$2.00	\$5,470.00			
170	686	ELP2	INS TRF SIG PL AM(S)1 ARM(30')LUM	EA	1	\$11,000.00	\$11,000.00	\$4,332.00	\$4,332.00			
171	686	6049	INS TRF SIG PL AM(S)1 ARM(48')	EA	2	\$12,000.00	\$24,000.00 Contractors Price \$12,000.00	\$5,244.00	\$10,488.00			
172	686	6051	INS TRF SIG PL AM(S)1 ARM(48')LUM	EA	1	\$15,500.00	\$15,500.00	\$4,788.00	\$4,788.00			
173	687	6001	PED POLE ASSEMBLY	EA	6	\$2,350.00	\$14,100.00	\$2,394.00	\$14,364.00			
174	687	6002	RELOCATE PED POLE ASSEMBLY	EA	3	\$2,000.00	\$6,000.00	\$2,262.90	\$6,788.70			
175	688	6001	PED DETECT PUSH BUTTON (APS)	EA	10	\$889.00	\$8,890.00	\$969.00	\$9,690.00			
176	688	6003	PED DETECTOR CONTROLLER UNIT	EA	1	\$3,550.00	\$3,550.00	\$5,130.00	\$5,130.00			



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening

BID NO: 2021-1037

BID DATE: August 18, 2021

DEPARTMENT: Capital Improvement

						Lesna Construction, Inc.		Martinez Bros Contractors, LLC				
						El Paso, TX BIDDER 4 OF 5		El Paso, TX BIDDER 5 OF 5				
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
177	690	6001	REMOVAL OF CONDUIT	LF	125	\$6.50	\$812.50	\$9.12	\$1,140.00			
178	690	6006	REMOVAL OF GROUND BOXES	EA	2	\$300.00	\$600.00	\$296.40	\$592.80			
179	6001	6009	REMOVAL OF CABLES	LF	125	\$4.00	\$500.00	\$1.72	\$215.00			
180	6002	6001	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	253	\$70.00	\$17,710.00	\$68.40	\$17,305.20			
181	6027	6005	VIVDS COMMUNICATION CABLE (COAXIAL)	LF	105	\$3.00	\$315.00	\$5.17	\$542.85			
182	6027	6003	CONDUIT (PREPARE)	EA	675	\$5.00	\$3,375.00	\$4.56	\$3,078.00			
183	6027	6006	GROUND BOX(INSTALL)	EA	4	\$1,250.00	\$5,000.00	\$912.00	\$3,648.00			
184	6027	6008	GROUND BOX (PREPARE)	EA	6	\$450.00	\$2,700.00	\$855.00	\$5,130.00			



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening

BID NO: 2021-1037

BID DATE: August 18, 2021

DEPARTMENT: Capital Improvement

						Lesna Construction, Inc.		Martinez Bros Contractors, LLC				
						El Paso, TX BIDDER 4 OF 5		El Paso, TX BIDDER 5 OF 5				
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
185	6306	6001	VIVDS PROCESSOR SYSTEM	EA	1	\$9,500.00	\$9,500.00	\$11,970.00	\$11,970.00			
186	6306	6002	VIVDS CAM ASSY FXD LNS	EA	4	\$1,750.00	\$7,000.00	\$2,166.00	\$8,664.00			
187	6306	6005	VIVDS CNTRL SOFTWARE	EA	1	\$500.00	\$500.00	\$2,052.00	\$2,052.00			
188	6306	6007	VIVDS CABLING	LF	1,125	\$2.75	\$3,093.75	\$3.42	\$3,847.50			
189	7016	6107	CONCRETE CAP	LF	398	\$20.00	\$7,960.00	\$23.00	\$9,154.00			
190	7114	ELP1	WATER FILLED BARRIER (TL-2)	LF	904	\$65.00	\$58,760.00	\$63.25	\$57,178.00			
Sum Total Base Bid I; Item 1 - 190							\$8,720,503.45		\$10,865,697.20			



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening											BID NO: 2021-1037	
BID DATE: August 18, 2021											DEPARTMENT: Capital Improvement	
						Lesna Construction, Inc. El Paso, TX BIDDER 4 OF 5		Martinez Bros Contractors, LLC El Paso, TX BIDDER 5 OF 5				
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID II UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
1	401	6001	FLOWABLE BACKFILL	CY	6	\$140.00	\$840.00	\$178.25	\$1,069.50			
2	400	6006	CUT AND RESTORE PAVEMENT	SY	174	\$60.00	\$10,440.00	\$40.25	\$7,003.50			
3	400	6007	CUT AND RESTORE CONC PAVING	SY	143	\$180.00	\$25,740.00	\$81.65	\$11,675.95			
4	402	6001	TRENCH PROTECTION	LF	5,475	\$3.00	\$16,425.00	\$4.00	\$21,900.00			
5	7016	6004	WATER MAIN (PVC)(C-900)(8")	LF	602	\$125.00	\$75,250.00	\$52.90	\$31,845.80			
6	7016	6005	WATER MAIN (PVC)(C-900)(12")	LF	4,896	\$120.00	\$587,520.00	\$69.00	\$337,824.00			
7	7016	6033	ADDITIONAL FITTINGS	LBS	5,000	\$7.00	\$35,000.00	\$5.75	\$28,750.00			
8	7016	6034	WATER SERVICE RPL & RECON (3/4")	EA	1	\$2,100.00	\$2,100.00	\$897.00	\$897.00			



CITY OF EL PASO BID TABULATION FORM


BID TITLE: Rojas Drive Widening
BID NO: 2021-1037
BID DATE: August 18, 2021
DEPARTMENT: Capital Improvement

						Lesna Construction, Inc. El Paso, TX BIDDER 4 OF 5		Martinez Bros Contractors, LLC El Paso, TX BIDDER 5 OF 5				
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID II UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
9	7016	6035	WATER SERVICE RPL & RECON (1")	EA	1	\$2,825.00	\$2,825.00	\$914.25	\$914.25			
10	7016	6036	WATER SERVICE RPL & RECON (1 1/2")	EA	1	\$5,140.00	\$5,140.00	\$977.50	\$977.50			
11	7,016	6037	WATER SERVICE RPL & RECON (2")	EA	5	\$6,510.00	\$32,550.00	\$1,046.50	\$5,232.50			
12	7016	6047	FIRE HYDRANT (NEW)	EA	4	\$8,532.00	\$34,128.00	\$7,130.00	\$28,520.00			
13	7016	6048	FIRE HYDRANT (REMOVE & SALVAGE)	EA	4	\$540.00	\$2,160.00	\$1,380.00	\$5,520.00			
14	7016	6091	CASING(STEEL) (24IN)(BORED)	LF	280	\$520.00	\$145,600.00	\$471.50	\$132,020.00			
Sum Total Base Bid II; Items 1 - 14							\$975,718.00		\$614,150.00			
Sum Total Base Bid I and Base Bid II							\$9,696,221.45		\$11,479,847.20			
Amendment Acknowledged						Yes		Yes				
Bid Bond						Yes		Yes				

**2021-1037 Rojas Drive Widening
Views List**

1	1981	Monsisvais, Mauro
2	AAndS Contractors In	Armendariz, Socorro
3	Abescape	Gallegos, Mari
4	Accent Landscape Con	Counts, Tim
5	AcuityBrands Lightin	James, Leiskau
6	Allen Concrete, Inc.	Allen, Miguel
7	allied paving	ortiz, abel
8	American Pavement Pr	Gomez, Priscilla
9	AMTEK	Rugh, John
10	APACHE BARRICADE And	SALAZAR, ART
11	Bella Luna Engineeri	Luna, Larry
12	BidJudge.com	Bid, Judge
13	Black stallion Contr	Reyes, Carlos
14	Border Demolition	Anguiano, Carlos
15	Border International	Minjares, Alex
16	bowen	cole, chuck
17	Caballero Electric C	Caballero, Luis
18	CEA Group	Concha, David
19	ced	Ponzio, Ronnie
20	Champion Fuel Soluti	Damek, Mitch
21	CMD Endeavors	Brayan, Chavarria
22	Consolidated Traffic	STAPLETON, DAWN
23	Construction Journal	Exton, Pamela
24	Construction Reporte	Wood, Jane
25	CONTRACTOIRS & ENGIN	TYREE, BRUNO
26	Contractors Register	Deg, Maria
27	Dan Williams Company	Mendoza, Pedro
28	DEL MAR CONTRACTING,	HARRISON, MIKE
29	Deltek	Management, Source
30	Direx Construction,	Hudson, Brad
31	Dodge Data	Peggy, Koehn
32	DRS Rock Materials,	Soto, Daniel
33	Dustrol Inc.	Alshouse, Aaron
34	ECM International	Lujan, Rosie
35	El Paso Sanitation S	Soto, Lorena
36	el paso turnkey ente	rios, crystal
37	Enotsyek	Dominguez, Luis
38	Flexicore of Texas	Barberi, Chris
39	Fulcrum Contracting	Jaramillo, Jorge
40	GCC Sun City Materia	Rivas, Fernando
41	Globe Builders, LLC	Banks, Archie
42	Gracen Eng. And Cons	Sambrano, Michael
43	HAWK	Jorge, Ojeda
44	HD SUPPLY . WHITE CA	spencer, robert
45	High Voltage Electri	White, Brian

**2021-1037 Rojas Drive Widening
Views List**

46	Horizone constructio	RAFAEL, ALONSO
47	HPO Construction LLC	Olivas, Pedro
48	Huitt-Zollars Inc.	Monarrez, Francisco
49	IMS	Gaynor, Shabron
50	Integrated Marketing	Cody, Brannon
51	International Eagle	von Holstein, Jo Ann
52	Intertek-PSI	Vlck, Thomas
53	J. D. Abrams, L.P.	Saenz, Amadeo
54	J.A.R Concrete, Inc	Valenzuela, Jesus
55	JD Abrams	FERNANDEZ, ALFONSO
56	Jobe Materials, L.P.	Lowrance, Gloria
57	Jordan Foster Constr	Figueroa, Joseph
58	LAC Construction	Soto, Mauro
59	LARRIVA IRON WORKS	SMALL, MIRANDA
60	Lesna Construction,	Robles, Nancy
61	LOI Engineers	Madrazo, Geoffrey
62	Lomeli and sons Land	Gonzalez, Ruben
63	Longhorn Electrical	Soto, Emily
64	Martinez Bros. Contr	Martinez, Heriberto
65	Mata's Garage Doors	Alberto, Mata Jr
66	Mr.	Ortiz, Cano
67	MTI Ready Mix	Drapes, Michael
68	O.D Construction	Gonzalez, Aaron
69	Oldcastle Infrastruc	Fife, Lane
70	Pacific Inc	Doe, John
71	Parkhill, Smith And	Ramirez, Mike
72	Perikin Enterprises	Silva, Luis
73	PMI Pavement Marking	HESSNEY, STEVE
74	Prime Irrigation And	Ortiz, Lupe
75	Prime Vendor Inc.	Jones, Kim
76	Professional Service	Cordova, John
77	RBM Engineeering, In	Morris, Bryan
78	RDZ BUILD	Rodriguez, Manny
79	Rinker	Guerra, Emiliano
80	Rinker Materials	Ramirez, Mario
81	Roman Construction	Valdespino, Carlos
82	Satarain Constructio	Satarain, Joe
83	Sites Southwest	Sanchez, Martha
84	Smartprocure	Bjornsson, Ron
85	SPARTAN CONSTRUCTION	ALLEN, STEVE
86	Star Pavers Construc	Yahve, Gallegos
87	TBC	P, Sean
88	tensar	Maldonado, Gilbert
89	Terence Keith Johnso	JOHNSON, TERENCE

**2021-1037 Rojas Drive Widening
Views List**

90	Texas Construction	Construction, Texas
91	The Marvin Group	Coppola, Laine
92	The PlanIt Room	Hernandez, Cecilia
93	Tricon Precast Ltd	Tyler, Ann
94	Tri-State Electric	Ortiz, Irvin
95	Universal Industrial	Myers, Steve
96	VEMAC	Maynez, Alejandra
97	Virtual Builders Exc	Pore, James
98	Wayne Enterprises	Austin, Fork
99	Win Supply	Garcia, Mark
100	ZTEX Construction I	Royo, Joaquin
101		Martinez, Jessica
102		James, Hardison
103		Watson, Frank
104		Banquil, Lovely
105		Schoengarth, David
106		Taylor, Stacey
107		Ogorchock, Kristopher
108		Maldonado, Mariana



Rojas Drive Widening Construction Award

Solicitation No: 2021-1037

December 7, 2021

Strategic Plan Goal:

7) Enhance and Sustain El Paso's Infrastructure Network

Project Details

Location:	Rojas Drive
District(s):	6
Total Budget:	\$8,312,690.32
Funding Source:	Federal Highway Administration, 2011 Certificates of Obligation, and 2018 Certificates of Obligation, El Paso Water



Project Details

- This project consists of the widening of existing Rojas Dr. from a four-lane roadway to a six – lane divided facility, providing better traffic fluency and pedestrian amenities.



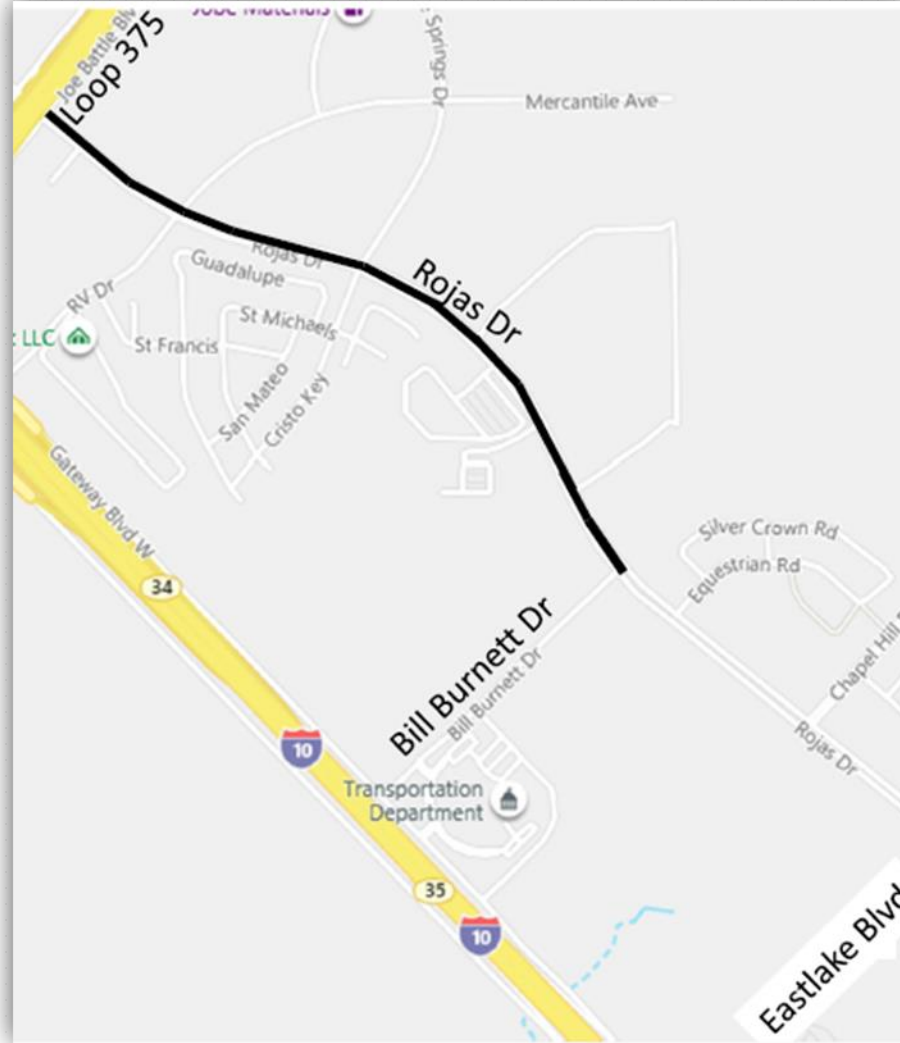


4 Scope of Work

- This project consists of new asphalt and concrete pavement, medians, illumination, signage and striping, shared use path, traffic signalization, landscaping, and ADA compliant facilities.
- In addition, project includes drainage and water improvements identified within project limits.



Project Location



- Rojas Drive from Joe Battle Blvd to Bill Burnett Drive

Procurement Summary

- **Low Bid**

- Solicitation advertised on **July 20, 2021, July 27, 2021 and August 3, 2021**
 - **5** firms submitted bids, **5** local vendors
- Recommendation
 - To award the construction contract to **J.A.R. Concrete Inc. DBA J.A.R. Construction, Inc** in the amount of **\$8,312,690.32**

- **Construction Schedule**

- **Start: Spring / 2022**
- **End: Winter / 2023**



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,
Responsabilidad, **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 #: 21-1349, 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

El Paso Water, James W. Wolff, (915) 594-5511

AGENDA LANGUAGE:

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

An Ordinance authorizing the City Manager to sign an Offer To Sell, a Deed and any other documents necessary to convey 59.022 acres of land more or less, being described as Tract 1A, Section 16, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas to the United States of America, Department of the Army.

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

DEPARTMENT: El Paso Water Utilities Public - Service Board (EPWater)

AGENDA DATE: Introduction -November 23, 2021
Public Hearing - December 7 , 2021

CONTACT PERSON/PHONE: James W. Wolff, Real Estate Manager, 594-5511

DISTRICT(S) AFFECTED: District 4.

SUBJECT: APPROVE the following Ordinance

Authorizing the City Manager to sign an Offer to Sell, a deed, and any other documents necessary to convey approximately 59.022 acres of land to the United States of America, Department of the Army described as Tract 1-A, Section 16, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas. (District: 4) EPWater, James W. Wolff, Real Estate Manager (915) 594-5511.

BACKGROUND / DISCUSSION:

This parcel of land is owned by the City of El Paso and managed by the El Paso Water Utilities - Public Service Board (EPWU/PSB). On January 13, 2021, the Public Service Board declared the property inexpedient to the water system and authorized the President/CEO of El Paso Water to obtain an appraisal of the property. Both parties obtained an appraisal, and the sales price was negotiated for the average of both appraisals.

PRIOR COUNCIL ACTION:

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

No

AMOUNT AND SOURCE OF FUNDING: NA

BOARD / COMMISSION ACTION:

On January 13, 2021, the El Paso Water Utilities - Public Service Board declared the property inexpedient to the system and authorized the President/CEO to sell the property.

AFTER EXECUTION OF ALL DOCUMENTS, PLEASE CONTACT JAMES W. WOLFF TO PICK UP THE DOCUMENTS. 594-5511. THANK YOU.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN AN OFFER TO SELL, A DEED, AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY 59.022 ACRES OF LAND MORE OR LESS, BEING DESCRIBED AS TRACT 1A, SECTION 16, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS TO THE UNITED STATES OF AMERICA, DEPARTMENT OF THE ARMY

WHEREAS, the El Paso Water Utilities Public Service Board (EPWU/PSB) holds certain real properties in its land inventory that are owned by the City of El Paso but are under the management and control of EPWU/PSB; and,

WHEREAS, the U.S. Department of Homeland Security, U.S. Customs and Border Protection submitted a request to purchase property for a central processing facility, and such property is contained within EPWU/PSB land inventory; and,

WHEREAS, at its regular meeting on January 13, 2021, the El Paso Water Utilities -Public Service Board (EPWU/PSB) determined 59.022 acres of land more or less, being described as Tract 1A, Section 16, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, to be inexpedient to the water system and authorized the President/CEO to have the land appraised and thereafter to forward the recommendation to the El Paso City Council for the sale of the identified property; and,

WHEREAS, Section 272.001(b) (5) of the Texas Local Government Code provides for an exception to the bidding requirements for the sale of land to a governmental entity that has the power of eminent domain is not required to be placed for public bid; and,

WHEREAS, the property was appraised for sale at its fair market and The United States of Americas has agreed to the sales price;

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

That the City Manager is authorized to sign an offer to sell, a Deed, and any other necessary documents, in a form approved by the City Attorney's Office, for the sale of the following property to The United States of America:

Approximately 59.022 acres, out of Tract 1A, Section 16, Block 80, Township 1, Texas and Pacific Railway Company Surveys, in the City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds in **Exhibit A** attached hereto and made a part hereof for all purposes.

(Signatures begin on following page)

PASSED AND APPROVED this _____ day of _____, 2021.

CITY OF EL PASO

Oscar Leeser,
Mayor

ATTEST:


Laura D. Prine,
City Clerk

APPROVED AS TO CONTENT:




Elizabeth K. Triggs,
Strategic Partnerships Officer

APPROVED AS TO CONTENT:




Alma De Anda,
Utility Land and Water Rights Manager

APPROVED AS TO FORM:



Omar De La Rosa,
Assistant City Attorney

APPROVED AS TO FORM:



Michaela Ainsa Grambling,
Assistant General Counsel

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Effective Date: _____, 2021

Grantor: **THE CITY OF EL PASO, TEXAS**, a Texas municipal corporation, for and on behalf of
EL PASO WATER UTILITIES – PUBLIC SERVICE BOARD
 1154 Hawkins Blvd.
 El Paso, Texas 79925

Grantee: **The United States of America**

Consideration: TEN AND NO/100THS DOLLARS (\$10.00), and other good and valuable consideration to the undersigned paid by Grantee, the receipt of which is hereby acknowledged.

Property (including any improvements):

Approximately 59.022 acres, out of Tract 1A, Section 16, Block 80, Township 1, Texas and Pacific Railway Company Surveys, in the City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds in **Exhibit A** attached hereto and made a part hereof for all purposes

Severance of Groundwater Estate and Reservations from Conveyance:

Save and except:

- (1) The groundwater estate related to the Property, which is hereby severed from the Property and reserved by and for Grantor, for all purposes. The groundwater estate shall include, without limitation, the Groundwater and Groundwater Rights related to the Property. The term (i) "Groundwater" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath the surface of the Property; and (ii) "Groundwater Rights" shall mean (1) the right to access, test, capture, explore for, drill for, develop, withdraw, produce, store, treat, transport or otherwise acquire and beneficially use, reuse, or recharge, any and all of the Groundwater beneath the Property; and (2) the right to apply for and obtain all permits, licenses, or other governmental authorizations relating to any of the foregoing, including but not limited to any permit issued by a groundwater conservation district or other governmental entity existing now or in the future and having jurisdiction over the Groundwater and/or the exploration, drilling, production, use, storage, treatment, reuse, recharge or transport of Groundwater that are necessary for the Grantee to exercise the rights conveyed under this Special Warranty Deed; and
- (2) The estate taken is fee simple, subject to existing easements for public roads and highways, public utilities, railroads, and pipelines; and subject to all interests in minerals and appurtenant rights for exploration, development, production and removal of said minerals;

excepting and excluding all interests in water rights and water distribution and drainage systems, if any, provided that any surface rights arising from such water rights or systems are subordinated to the United States' construction, operation, and maintenance of a border patrol station, and excepting and reserving to the Grantor a 30 foot easement, as more particularly described on Exhibit "B" attached hereto and incorporated fully herein for all purposes.

Exceptions to Conveyance and Warranty:

1. Restrictive Covenants recorded in/under Volume 1186, Page 178, Teal Property Records of El Paso County, Texas but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin;
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements;
3. Standby fees, taxes and assessments by any taxing authority for the year 2021 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, which Grantee hereby assumes, subject to any prorations thereof;
4. Any and all claims of right, title and interest to the land, including but not limited to any right of possession or claim for damages relating to the land which has been asserted or may be asserted, of record or not, by or on behalf of any Indian Tribe, including but not limited to the Tigua Indian Tribe of El Paso, Texas, also known as Pueblo De La Ysleta del Sur, also known as the Ysleta del Sur Pueblo Indian Tribe, also known as the Tigua Indian Community, including but not limited to claims appearing in Affidavit of Julian Granillo, filed for record April 16, 1993, recorded in Volume 2553, Page 1958, Real Property Records, El Paso County, Texas;
5. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records of El Paso County, Texas;
6. Title to all oil, gas and minerals of every kind and character in, on and under the insured premises, together with all rights, privileges and immunities relation thereto, heretofore reserved or conveyed by predecessors in title to Price's Producer's Incorporated, in Volume 1186, Page 178, Real Property Records, El Paso County, Texas;
7. Visible and apparent easements for road and public utilities existing on the ground; and
8. Any visible and apparent right of way road, drainage, and/or irrigation ditches.

GRANTOR AND GRANTEE AGREE THAT GRANTEE IS ACCEPTING THE PROPERTY FROM GRANTOR IN ITS "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION AND THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION OF THE PROPERTY.

Grantor, subject to the Severance of the Groundwater Estate and Reservations from Conveyance and the Exceptions to Conveyance and Warranty set forth above, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have

and to hold the Property unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise, except as to the Severance of the Groundwater Estate and Reservations from Conveyance and the Exceptions to Conveyance and Warranty set forth above.

When the context requires, singular nouns and pronouns include the plural.

This Special Warranty Deed may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same document.

(Signature page and exhibits follow.)

EXECUTED to be effective as of the date first stated above.

GRANTOR:

**THE CITY OF EL PASO,
a Texas municipal corporation**

By: _____
Name: Tomás Gonzalez
Title: City Manager

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 2021, by
Tomás Gonzalez, City Manager of the City of El Paso.

NOTARY PUBLIC, State of Texas

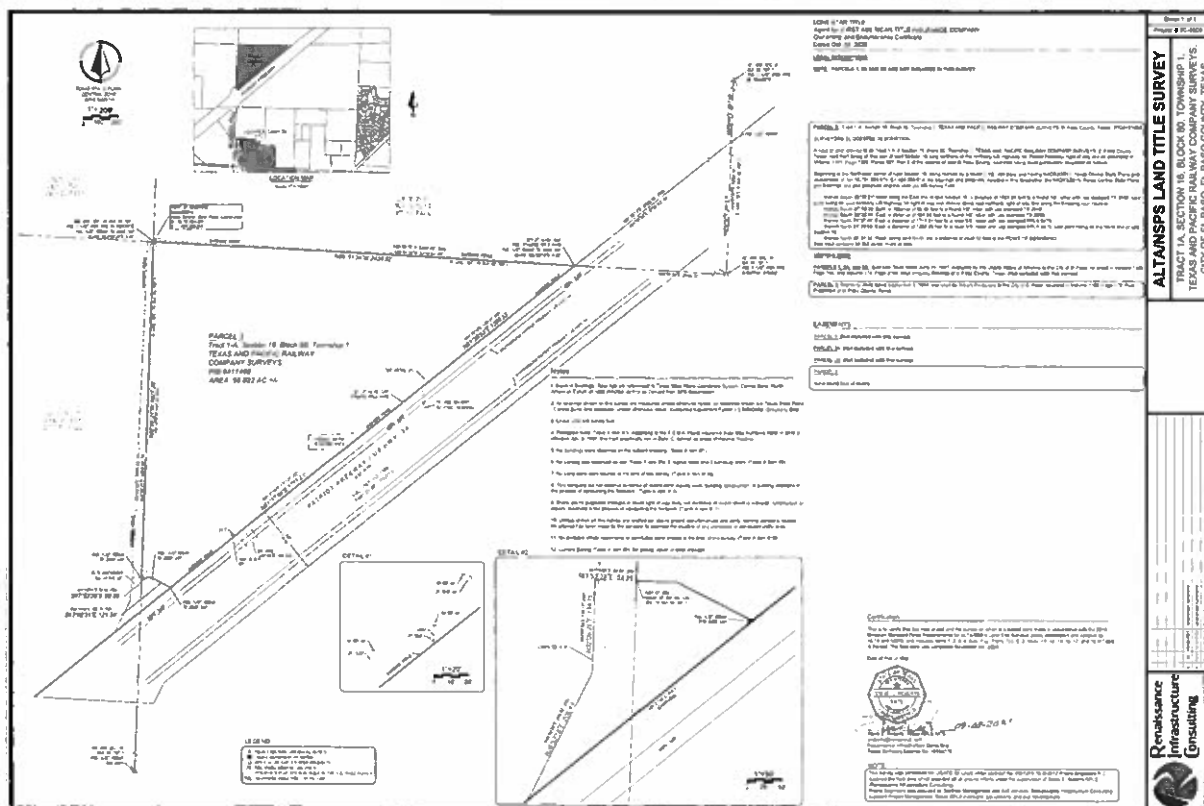


EXHIBIT "B"

Prepared for: El Paso Water
 March 25, 2021
 (Proposed 30' Utility Easement)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tract 1A, Section 16, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a 1.5" iron pipe in concrete found for the northwest corner of said Section 16, whence a cotton spindle in 2" pipe found for the northeast corner of said Section 16 bears, South 86°51'20" East (S90°00'00"E, Cert. #6953) a distance of 5,279.44 feet; Thence along the northerly line of Section 16, Block 80, Township 1, Texas and Pacific Railway Company Surveys, South 86°51'20" East a distance of 2394.86 to a set ½" rebar with cap marked TX 5152 for the "TRUE POINT OF BEGINNING".

Thence continuing along said line, South 86°51'20" East a distance of 45.27 feet to a point on the northerly right of way line of U.S. Highway No. 54 as described in volume 1181, page 1388, Real Property Records of El Paso County, Texas, from which a found 2" aluminum cap marked TX 6245 bears, South 88°41'17" West a distance 1.13 feet;

Thence along the northerly right of way line of U.S. Highway No. 54 the following four courses

1. South 51°38'13" West a distance of 1269.22 feet to a point from which found 2" aluminum cap marked TX 6245, bears North 89°44'41" West a distance of 1.60 feet;
2. South 51°37'54" West a distance of 1711.49 feet to a point from which found ½" rebar with cap marked SLI 2998 bears, North 84°02'22" West a distance 1.65 feet;
3. North 63°09'04" West a distance of 122.11 feet to a point from which a found ½" rebar with cap marked TX 2449 bears, North 82°17'19" West a distance of 1.57 feet;
4. North 87°56'01" West a distance of 60.00 feet to a point on the common line of section 16 and 17, Block 80, Township 1, Texas and Pacific Railway Company Surveys from which a found 1-½" pipe for the northeast corner of Section 16, Block 80, Township 1, Texas and Pacific Railway Company Surveys bears, North 02°03'59" East a distance of 1927.87 feet;

Thence along the common line of Sections 16 and 17, Block 80, Township 1, Texas and Pacific Railway Company Surveys, North 02°03'59" East a distance of 30.00 feet to a set ½" rebar with cap marked TX 5152;


Thence leaving said line, South 87°56'01" East a distance of 66.59 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 63°09'04" East a distance of 109.51 feet to a set ½" rebar with cap marked TX 5152;

Thence, North 51°37'54" East a distance of 1692.30 feet to a set ½" rebar with cap marked TX 5152;

Thence, North 51°38'13" East a distance of 1235.32 feet to "TRUE POINT OF BEGINNING" and containing 93,998 square feet or 2.1579 acres of land more or less.

NOTE: A Plat of even date accompanies this meets and bounds description.


Ron R. Conde
R.P.L.S. No. 5152



CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM# 10078100

NOTES:

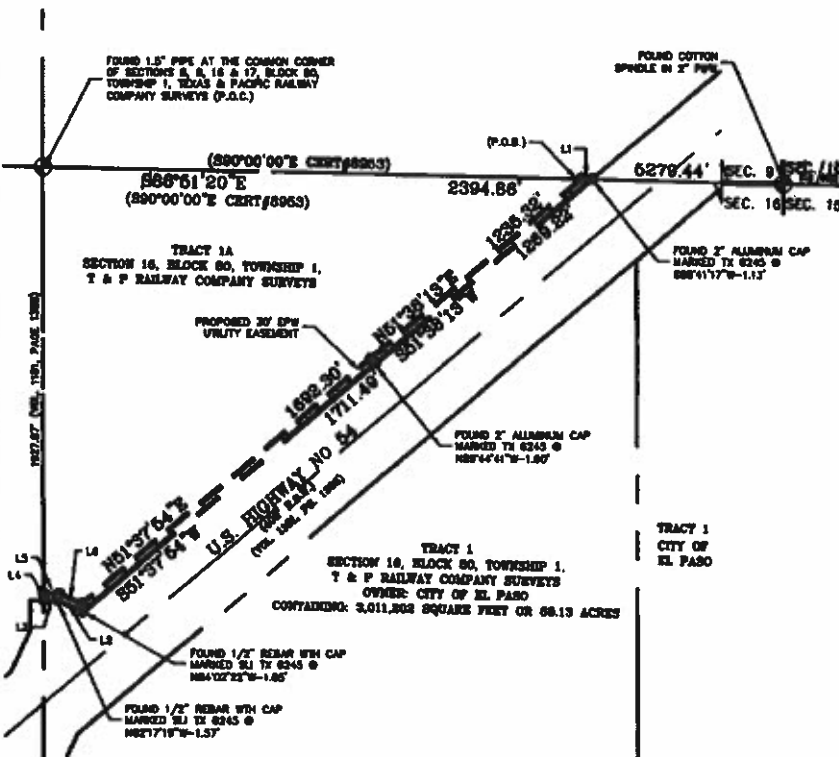
1. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING.

2. THIS SURVEY NOT INTENDED TO REFLECT IMPROVEMENTS WITHIN THIS PROPERTY.

3. SET 1" REBARS WITH CAPS MARKED TX 5152 ON ALL CORNERS UNLESS OTHERWISE NOTED.

4. BEARINGS BASED ON CORRECTION DEED FROM THE CITY OF EL PASO TO THE STATE HIGHWAY AND PUBLIC TRANSPORTATION COMMISSION RECORDED IN VOLUME 1181, PAGE 1388, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS

LINE TABLE		
LINE	LENGTH	BEARING
L1	48.37'	S89°00'00"E
L2	122.11'	N89°00'00"E
L3	69.00'	N89°00'00"E
L4	30.00'	N89°00'00"E
L5	65.00'	N89°00'00"E
L6	108.64'	N89°00'00"E



CERTIFICATION

THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF BASED ON THE FACTS EXISTING AT TIME OF THIS SURVEY.

RON R. CONDE R.P.L.S. #5152

JOB # 321-28

DATE: MARCH 25, 2021

FIELD: W.B.

OFFICE: R.C.



BEING A PORTION OF TRACT 1A, SECTION 16, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS EL PASO COUNTY, TEXAS

CONDE INC.
6080 SURETY SUITE 100
EL PASO, TEXAS 79905, FIRM# 10078100

CADD FILE: S:\B\W\SECTION 16

SCALE: 1"=20'

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1300 Pennsylvania Avenue NW
Washington, DC 20229



**U.S. Customs and
Border Protection**

5 August 2021

Mr. John E. Balliew, P.E.
President/CEO
El Paso Water
1154 Hawkins Blvd.
El Paso, Texas 79925

Dear Mr. Balliew:

Please find enclosed the Offer to Sell regarding the Highway 54 land, NEC of HWY 54 and Mesquite Hill Drive, El Paso, Texas 79934. Based upon the current needs of the Central Processing Facility, El Paso Sector, we have determined the need to acquire an interest in property, which our records show you own. This tract is identified in Government records as EPT-EPS-F1200, which is identified as the Northwest Quarter (NW/4) of Section Sixteen (16), Block Eighty (80), Township No. 1, Texas Pacific Railway Survey and being northwest of Patriot Freeway, El Paso County, Texas. By delivering this letter, the U.S. Government is offering the agreed upon negotiated price of \$1,600,000 to purchase this interest in the above-described land.

This Central Processing Facility project is managed by U.S. Customs and Border Protection, which has engaged the U. S. Army Corps of Engineers (USACE) to obtain the real estate necessary to support this project.

We look forward to speaking with you and discussing this very important Facility Project. A USACE representative will contact you shortly to continue the negotiation process. Should you have any questions, please contact USACE Realty Specialist, Mr. Kenneth H. Davis, 817-886-1253 or e-mail kenneth.h.davis@usace.army.mil.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joseph Zidron".

Joseph Zidron
Director, Real Estate, Environmental, and
Leasing Division
Border Patrol & Air and Marine Program
Management Office
U.S. Customs and Border Protection

Enclosure

DEPARTMENT OF THE ARMY
OFFER TO SELL REAL PROPERTY

Project: CBP BPAM El Paso CPC Real Estate Acquisition

Tract No.: EPT-EPS-F1200

Contract No.: DACW63-6-21-_____

The undersigned, El Paso Water Utilities- Public Service Board, a component unit of the City of El Paso, a Texas municipal corporation, hereinafter called the "Vendor", in consideration of the mutual covenants and agreements herein set forth, offers to sell and convey to The United States of America, hereinafter the "Vendee" and its assigns, the following described land, improvements, and appurtenances, located in the County of El Paso, State of Texas, bounded and described as set forth in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Property") in fee simple title as described in Exhibit "B" attached hereto and made a part of; subject to the following exceptions and rights outstanding in third parties:

See additional terms of this Offer to Sell on Exhibit "C," attached hereto and made a part hereof, and the form of Temporary Right of Entry and Temporary Construction Easement related thereto, attached hereto as Exhibit "D" and made a part hereof

The Vendor reserves only the following rights and interests in the above described property (namely):

See the Grantor's reservations and exceptions contained on Exhibits "B" and "B-1" attached hereto and made a part hereof.

The terms and conditions of this offer are as follows:

(1) The vendor agrees that this offer may be accepted by the United States through any duly authorized representative, by delivering, mailing, or electronically transmitting a notice of acceptance to the Vendor at the address stated below, at any time within THIRTY (30) days from the date hereof, whereupon this offer and the acceptance thereof become a binding contract.

(2) The United States of America agrees to pay to the Vendor of the said land the sum of ONE MILLION SIX HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,600,000.00), payable at the Closing (as defined below) upon approval by the United States of the Vendor's title at that time; and provided the Vendor can execute and deliver a good and sufficient general warranty deed, in accordance with Exhibits B and B-1 hereto, conveying said land with the hereditaments and appurtenances thereunto to The United States of America and its assigns, in fee simple, free and clear from all liens and encumbrances, except those specifically excepted or reserved, above.

(a) The closing of this transaction (the "Closing") is conditioned upon the authorization and approval of the City Manager of the City of El Paso of the transaction and the City Manager's signature on the Closing documents. Accordingly, the Closing shall take place within thirty (30) days from the date of approval by the City Council of the City of El Paso of an ordinance authorizing the City Manager to effectuate the sale of the Property by the Vendor to the United States Government or its assigns.

(3) It is agreed that the United States will defray the expenses incident to the preparation and recordation of the deed to The United States and the procurement of the necessary title evidence.

(4) The Vendor agrees to satisfy of record at or before the transfer of title, all encumbrances and special assessments which are a lien against the land, as the United States may require, and to pay the pro rata portion of all taxes on the property which are allocable to a period prior to and including the date of vesting title in The United States, or the effective date of possession of such real property by The United States, whichever is the earlier, and, if the Vendor fails to do so, the United States may pay any taxes, assessments, and encumbrances which are a lien against the land; that the amount of any such payments by the United States shall be deducted from the purchase price of the land; and that the Vendor will, at the request of the United States and without prior payment or tender of the purchase price, execute and deliver a general warranty deed to The United States and obtain and record such other curative evidence of title as may be required by the United States.

(5) The Vendor agrees that the United States may, notwithstanding the prior acceptance of this offer, acquire title to said land in the name of the United States by condemnation or other judicial proceedings, in which event the Vendor agrees to cooperate with the United States in the prosecution of such proceedings; agrees that the consideration hereinabove stated shall be the full amount of just compensation, inclusive of interest, for the taking of said land; agrees that the consideration recited in paragraph 2 hereof constitutes the full amount of the compensation for the land and shall be pro-rated among all persons having an interest in this property as their respective interests may appear; and agrees that the said consideration shall be in full satisfaction of any and all claims of the Vendor for payment for the right of occupancy and use hereinafter provided for in paragraph 7.

(6) The Vendor agrees that loss or damage to the property by fire or acts of God shall be at the risk of the Vendor until the title to the land and deed to The United States

have been accepted by the United States through its duly authorized representative or until the right of occupancy and use of the land, as herein below provided for, has been exercised by The United States; and, in the event that such loss or damage occurs before the risk of loss has passed to the United States, the United States may, without liability, refuse to accept conveyance of the title or it may elect to accept conveyance of title to such property, in which case there shall be an equitable adjustment of the purchase price.

(7) The Vendor hereby grants to The United States the right of immediate occupancy and use of the land for any purpose whatsoever from and after the acceptance by the United States of this offer until such time as said land is conveyed to The United States and, upon demand, the Vendor will immediately vacate the property and deliver possession to The United States.

(8) It is agreed that the spouse, if any, of the Vendor, by signing below, agrees to join in any deed to The United States and to execute any instrument deemed necessary to convey to The United States any separate or community estate or interest in the subject property and to relinquish and release any dower, curtesy, homestead, or other rights or interest of such spouse therein.

(9) The Vendor represents and it is a condition of acceptance of this offer that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom; but this provision shall be not construed to extend to any agreement if made with a corporation for its general benefit.

(10) The terms and conditions aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the Vendor.

(11) All terms and conditions with respect to this offer are expressly contained herein and the Vendor agrees that no representative or agent of the United States has made any representation or promise with respect to this offer not expressly contained herein.

SIGNED, SEALED, AND DELIVERED this _____ day of _____ 2021.

ACCEPTANCE OF OFFER TO SELL REAL PROPERTY

Date: _____

The offer of the Vendor contained herein is hereby accepted for and on behalf of the United States of America.

Hector Montalvo
Director, Border Patrol Air and Marine
Program Management Office
Facilities Management and Engineering
Office of Facilities and Asset Management
U.S. Customs and Border Protection

NOTICE OF ACCEPTANCE OF THIS OFFER IS TO BE SENT TO:


(Name and Address)

EXECUTED on this the _____ day of _____, 2021 by:


EL PASO WATER UTILITIES-
PUBLIC SERVICE BOARD

John Balliew
President/CEO

APPROVED AS TO FORM:


Michaela Ainsa Grambling
Assistant General Counsel

APPROVED AS TO CONTENT:


Alma De Anda
Utility Land & Water Rights Manager

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this the _____ day of _____ 2021, by JOHN BALLIEW, PRESIDENT/CEO, on behalf of the El Paso Water Utilities Public Service Board.

Notary Seal:

Notary Public, State of Texas

Commission Expires: _____

THIS SIGNATURE PAGE IS SOLELY FOR ADMINISTRATIVE PURPOSES FOR THE ACCEPTANCE OF THIS OFFER. SATISFACTION OF THE CONDITION TO SALE CONTAINED IN PARAGRAPH 2(a) OF THIS AGREEMENT REQUIRES THE SIGNATURE OF THE CITY MANAGER OF THE CITY OF EL PASO ON THE CLOSING DOCUMENTS.

EXECUTED on this the _____ day of _____, 2021 by:

CITY OF EL PASO, a Texas municipal corporation

By: Tomas Gonzalez
Title: City Manager

APPROVED AS TO CONTENT:


By: Elizabeth Triggs
Title: Strategic Partnerships Officer

APPROVED AS TO FORM: *


By: Omar De La Rosa
Title: Assistant City Attorney





Exhibit "B"**Offer to Sell****ESTATE TAKEN**

El Paso County, Texas

Tract: EPT-EPS-F1200

Owner: City of El Paso

Acres: 59.022

The estate taken is fee simple, subject to existing easements for public roads and highways, public utilities, railroads, and pipelines; and subject to all interests in minerals and appurtenant rights for exploration, development, production and removal of said minerals;

Excepting and excluding all interests in water rights and water distribution and drainage systems, if any, provided that any surface rights arising from such water rights or systems are subordinated to the United States' construction, operation, and maintenance of a border patrol station.

EXHIBIT "B-1" to Offer

Prepared for: El Paso Water
 March 25, 2021
 (Proposed 30' Utility Easement)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tract 1A, Section 16, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a 1.5" iron pipe in concrete found for the northwest corner of said Section 16, whence a cotton spindle in 2" pipe found for the northeast corner of said Section 16 bears, South 86°51'20" East (S90°00'00"E, Cert. #6953) a distance of 5,279.44 feet; Thence along the northerly line of Section 16, Block 80, Township 1, Texas and Pacific Railway Company Surveys, South 86°51'20" East a distance of 2394.86 to a set ½" rebar with cap marked TX 5152 for the "TRUE POINT OF BEGINNING".

Thence continuing along said line, South 86°51'20" East a distance of 45.27 feet to a point on the northerly right of way line of U.S. Highway No. 54 as described in volume 1181, page 1388, Real Property Records of El Paso County, Texas, from which a found 2" aluminum cap marked TX 6245 bears, South 88°41'17" West a distance 1.13 feet;

Thence along the northerly right of way line of U.S. Highway No. 54 the following four courses

1. South 51°38'13" West a distance of 1269.22 feet to a point from which found 2" aluminum cap marked TX 6245, bears North 89°44'41" West a distance of 1.60 feet;
- 2 South 51°37'54" West a distance of 1711.49 feet to a point from which found ½" rebar with cap marked SLI 2998 bears, North 84°02'22" West a distance 1.65 feet;
3. North 63°09'04" West a distance of 122.11 feet to a point from which a found ½" rebar with cap marked TX 2449 bears, North 82°17'19" West a distance of 1.57 feet;
4. North 87°56'01" West a distance of 60.00 feet to a point on the common line of section 16 and 17, Block 80, Township 1, Texas and Pacific Railway Company Surveys from which a found 1-½" pipe for the northeast corner of Section 16, Block 80, Township 1, Texas and Pacific Railway Company Surveys bears, North 02°03'59" East a distance of 1927.87 feet;

Thence along the common line of Sections 16 and 17, Block 80, Township 1, Texas and Pacific Railway Company Surveys, North 02°03'59" East a distance of 30.00 feet to a set ½" rebar with cap marked TX 5152;

Thence leaving said line, South 87°56'01" East a distance of 66.59 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 63°09'04" East a distance of 109.51 feet to a set ½" rebar with cap marked TX 5152;

Thence, North 51°37'54" East a distance of 1692.30 feet to a set ½" rebar with cap marked TX 5152;

Thence, North 51°38'13" East a distance of 1235.32 feet to "TRUE POINT OF BEGINNING" and containing 93,998 square feet or 2.1579 acres of land more or less.

NOTE: A Plat of even date accompanies this meets and bounds description.


Ron R. Conde
R.P.L.S. No. 5152

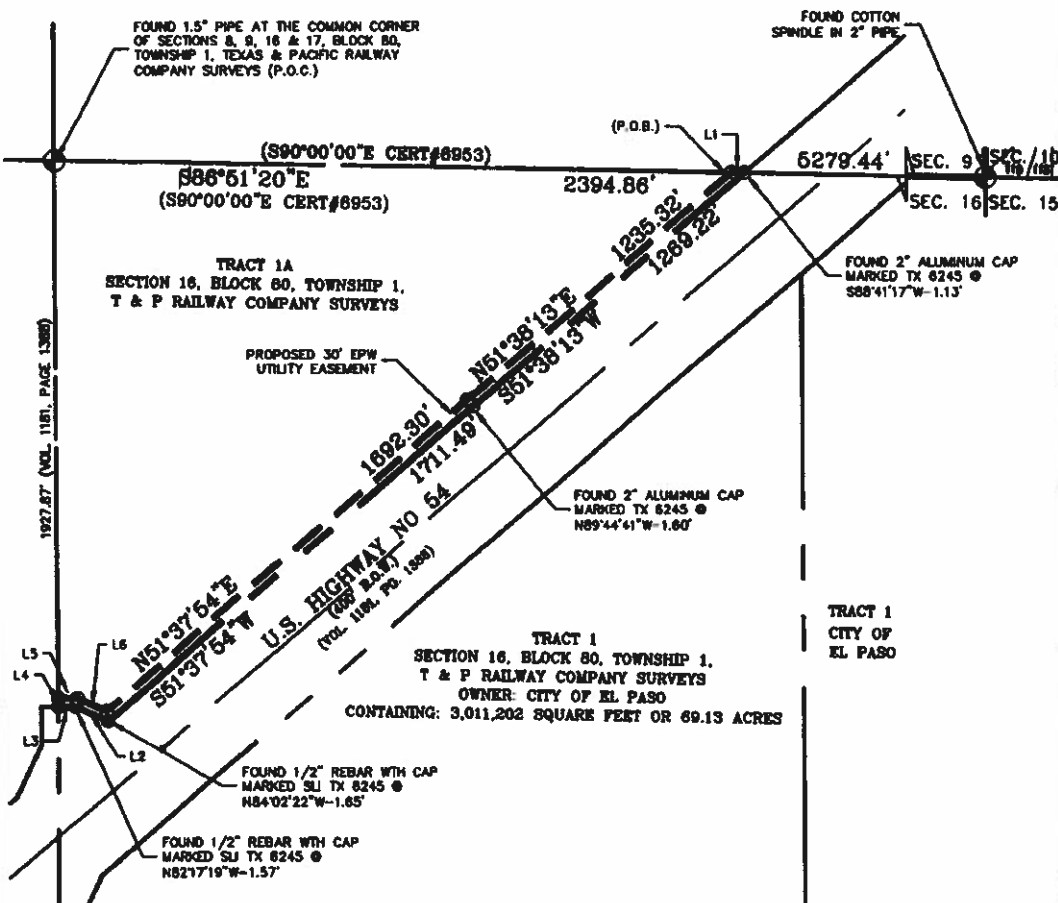


CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM# 10078100

NOTES:

1. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING.
2. THIS SURVEY NOT INTENDED TO REFLECT IMPROVEMENTS WITHIN THIS PROPERTY.
3. SET $\frac{1}{2}$ " REBARS WITH CAPS MARKED TX 5152 ON ALL CORNERS UNLESS OTHERWISE NOTED.
4. BEARINGS BASED ON CORRECTION DEED FROM THE CITY OF EL PASO TO THE STATE HIGHWAY AND PUBLIC TRANSPORTATION COMMISSION RECORDED IN VOLUME 1181, PAGE 1388, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS

LINE TABLE		
LINE	LENGTH	BEARING
L1	48.27'	S86°51'20"E
L2	122.11'	N63°05'04"E
L3	60.00'	N87°06'01"E
L4	30.00'	N02°05'38"E
L5	66.98'	S87°06'01"E
L6	108.51'	S63°05'04"E



CERTIFICATION

THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF BASED ON THE FACTS EXISTING AT TIME OF THIS SURVEY.

RON R. CONDE R.P.L.S. #5152

JOB # 321-28

DATE: MARCH 25, 2021

FIELD: W.B.

OFFICE: R.C.



BEING A PORTION OF TRACT 1A, SECTION 16, BLOCK 80, TOWNSHIP 1 TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS EL PASO COUNTY, TEXAS

CONDE INC.
6080 SURETY SUITE 100
EL PASO, TEXAS 79905, FIRM# 10078100

CADD FILE: S:\SU\ME\SECTION 16

SCALE: 1"=20'

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File No.: 210337-COM

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN **SCHEDULE A**, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY


FIDELITY NATIONAL TITLE INSURANCE COMPANY

We FIDELITY NATIONAL TITLE INSURANCE COMPANY will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Countersigned:

By: 
 Authorized Officer or Agent
 Laura K. Evans
 WestStar Title, LLC
 641 N. Stanton
 Suite 200
 El Paso, TX 79901
 Tel: 915-779-0500
 Fax: 915-775-9951



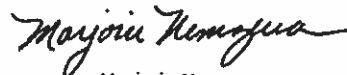
By:



Randy R. Quirk

President

Attest:



Marjorie Nemzura

Secretary

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

Title Insurance insures you against loss resulting from certain risks to your title. The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

TEXAS TITLE INSURANCE INFORMATION

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

--**MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

--**EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also

be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

--**EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

--**CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-(800) 442-7067 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

Signature

Date

COMMITMENT FOR TITLE INSURANCE T-7
ISSUED BY
FIDELITY NATIONAL TITLE INSURANCE COMPANY
SCHEDULE A

Effective Date: **March 10, 2021, 5:00 pm**

GF No. **210337-COM**

Commitment No. _____, issued **March 19, 2021**

1. The policy or policies to be issued are:

- a. **OWNER'S POLICY OF TITLE INSURANCE (Form T-1)**
 (Not applicable for improved one-to-four family residential real estate)
 Policy Amount:
PROPOSED INSURED: TBD
- b. **TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE**
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
 Policy Amount:
PROPOSED INSURED:
- c. **LOAN POLICY OF TITLE INSURANCE (Form T-2)**
 Policy Amount:
PROPOSED INSURED:
 Proposed Borrower:
- d. **TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE**
(Form T-2R)
 Policy Amount:
PROPOSED INSURED:
 Proposed Borrower:
- e. **LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN**
(Form T-13)
 Binder Amount:
PROPOSED INSURED:
 Proposed Borrower:
- f. **OTHER**
 Policy Amount:
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is: **Fee Simple**

3. Record title to the land on the Effective Date appears to be vested in:
THE CITY OF EL PASO

Continuation of Schedule A

GF No. 210337-COM

4. Legal description of land:

**Tract 1A, Section 16, Block 80, Township 1, TEXAS AND PACIFIC RAILWAY
COMPANY SURVEYS, in the City of El Paso, El Paso County, Texas, and being more
particularly described by metes and bounds TO COME.**

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

Restrictive Covenants recorded in/under Volume 1186, Page 178, Real Property Records of El Paso County, Texas but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
 (Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year **2021**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year _____ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
 - a. **All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.**
 - b. **Rights of parties in possession as tenants and/or lessees.**
 - c. **Any and all claims of right, title and interest to the land, including but not limited to any right of possession or claim for damages relating to the land which has been asserted or may be asserted, of record or not, by or on behalf of any Indian or Indian Tribe, including but not limited to the Tigua Indian Tribe of El Paso, Texas, also known as Pueblo De La Ysleta del Sur, also known as the Ysleta del Sur Pueblo Indian Tribe, also known as the Tigua Indian Community, including by not limited to claims appearing in Affidavit of Julian Granillo, filed for record April 16, 1993, recorded in Volume 2553, Page 1958, Real Property Records of El Paso County, Texas.**

Company insures the Insured against loss, if any, sustained by the insured under the terms of this Policy by reason of the enforcement of said rights as to the land. Company agrees to provide defense to the Insured in accordance with the terms of this Policy if suit is brought against the Insured to enforce said rights as to the land.

d. OWNER POLICY:

Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of El Paso County, Texas, prior to the date hereof.

Liability hereunder at the date hereof is limited to \$ _____. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the Insured as improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

(OWNER POLICY ONLY)

(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS.)

e. LOAN POLICY

Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this Policy if such liens have been filed with the County Clerk of El Paso County, Texas, prior to the date hereof.

Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without knowledge of any defects in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.

(LOAN POLICY ONLY)

(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS AND LOAN PROCEEDS ARE FULLY DISBURSED).

- f. Any encroachment, encumbrance, violation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

(NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY.)

- g. Title to all oil, gas and minerals of every kind and character in, on and under the insured premises, together with all rights, privileges and immunities relating thereto, heretofore reserved or conveyed by predecessors in title to PRICE'S PRODUCER'S, INCORPORATED, in Volume 1186, Page 178, Real Property Records, El Paso County, Texas.**
- h. Visible and apparent easements for roads and public utilities existing on the ground.**
- i. Any visible and apparent right of way for roads, drainage, and/or irrigation ditches.**
- j. NOTE: The company is prohibited from insuring the area or quantity of the land described herein. Any statement in the legal description contained in Schedule "A" as to the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informal identification purposes and does not override Item 2 of Schedule "B" hereof.**

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:


1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **Title examination did not reveal any liens filed of record affecting the subject property. Company requires the Record Owner to execute an Affidavit as to Debts and Liens at or prior to closing that will either, (1) confirm there are no liens, recorded or unrecorded, against the subject property or, (2) disclose all liens, recorded or unrecorded, affecting the subject property. Should the affidavit reveal any liens affecting the subject property, Company may require additional examination of title and require a release of lien against the subject property at or prior to closing.**
6. **NOTE: Company requires metes and bounds prior to closing.**
7. **NOTE: The title insurance policy being issued to you contains an arbitration provision. It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000.00 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision BEFORE the policy is issued. If you are the purchaser in the transaction and elect deletion of the arbitration provision, a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the arbitration provision, please inform us through your Loan Closing Instructions. (Not applicable to the Texas Residential Owner**

Policy)

8. **NOTE:** Please be advised if a partnership, joint venture, trust, or a corporation is involved in this transaction, either as a seller, purchaser or borrower, we will require for our review prior to closing, copies of the partnership agreement, joint venture agreement, trust agreement, or corporate resolution authorizing the transaction, and evidence that the corporation is in good standing to authorize the insured transaction.
9. We must be in receipt of a tax certificate indicating all taxes paid through the year preceding the current year as shown on Schedule B, prior to closing.
10. **NOTE:** The Texas Secretary indicates that a Texas Notary Public must use an identification card issued by a governmental agency or a passport issued by the United States to identify the signer. Parties to the transaction must be prepared to furnish acceptable picture identification at closing.
11. Funds deposited by parties to the transaction must comply with Texas Department of Insurance Procedural Rule P-27. To avoid delays in disbursement, Company recommends that deposits in excess of \$100,000 be made by wire transfer. Contact your closing team for wiring instructions.
12. **NOTE:** Copies of the title exceptions shown on Schedule B of this commitment are available for view or print on the El Paso County, Texas website at www.epcounty.com under Official Public Records.
13. **NOTE:** Prior to closing, the company must have information whether the real property recording office for the county in which the Land is located is closed due to the COVID-19 emergency. If recording has been restricted, specific underwriting approval is required; and, additional requirements may be made.
14. **NOTE:** The Company reserves the right to raise exceptions and requirements or determine that it will not issue a title policy based upon the details of the transaction, the review of the closing documents, and changes in recording and title searching capabilities resulting from the COVID-19 virus.

Countersigned
WestStar Title, LLC

By



COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. **210337-COM**

Effective Date: **March 10, 2021, 5:00 pm**

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment

Underwriter: Fidelity National Title Insurance Company, A California corporation

The issuing Title Insurance Company, Fidelity National Title Insurance Company, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:

Shareholders: Fidelity National Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.

Directors: Raymond Randall Quirk, Anthony John Park, Michael Louis Gravelle, Michael J. Nolan

Officers: President, Raymond Randall Quirk, Executive Vice President, Anthony John Park, Secretary, Michael Louis Gravelle, Treasurer, Daniel Kennedy Murphy

2. The following disclosures are made by WestStar Title, LLC pursuant to Rule P-21.

- a. The names of each shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows:

Owners: WestStar Bank (Texas Banking Association)

- b. Each shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows:

WestStar Bank Holding Company, Inc.

- c. The following persons are officers and directors of the Title Insurance Agent:

WestStar Title, LLC

Officers: David Osborn, President,
Rodolfo Telles, Sr. Senior Vice President, Title Examination Manager
Travis Joel Smith, Vice President/Commercial Escrow Manager
Rachel Samaniego Valles, Vice President/Branch Manager
Jaime Gloria, Escrow Accounting Manager

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Continuation of Schedule D

GF No. 210337-COM

Owner's Policy	<u>\$0.00</u>
Loan Policy	<u>\$0.00</u>
Endorsement Charges	<u>\$0.00</u>
Other	<u>\$0.00</u>
Total	<u>\$0.00</u>

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
---------------	----------------	---------------------

" The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE

PRIVACY POLICY NOTICE

We Are Committed to Safeguarding Customer Information

Financial Institutions choose how they share your personal information. Federal and state laws give consumers the right to limit some but not all sharing. Title V of the Gramm-Leach-Bliley Act (GLBA) governs the treatment of nonpublic personal information about consumers by financial institutions. GLBA generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed.

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. WestStar Title values you as a customer and respects your right to privacy. We recognize the importance of protecting the confidentiality and security of the information we collect about individuals. We understand that you may be concerned about what we will do with such information. The following is WestStar Title's privacy policy regarding information we collect. This privacy policy governs the use and handling of your personal information. It provides an explanation of the types of information we collect, the means used to collect such information, an explanation of how we share the information collected, and an explanation of how we protect such information. Please read this notice carefully to understand what we do.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information We Collect

In the course of our business we may collect personal information about you. The types of information we collect and share depend on which of our services you are utilizing. This information can include:

- Information we receive from you whether in writing, in person, by telephone or any other means. This can include application information (such as assets and income) and identifying information (such as name, address, and social security number);
- Information about your transaction with us our affiliated companies, or others; this can include information about balances, payment history, and parties to the transaction) and
- Information we receive from a consumer reporting agency, this can include information about your creditworthiness.

Use of Information We Collect

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. We will not release your information to nonaffiliated parties except:

- as necessary for us to provide the product or service you have requested of us, such as to process account transactions, maintain accounts, respond to court orders and legal investigations; or
- as permitted by law.

We may store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

In the course of our general business practices we may disclose the information we collect (as described above) about you to the following types of institutions for the reasons described below:

- To third party service providers to provide you with services you have requested this can be done by processing your transactions and maintain your account. These companies can include title insurers, property and casualty insurers, and companies involved in real estate services (appraisal companies, home warranty companies, and escrow companies).
- To companies that perform marketing services on our behalf.

Information We May Disclose to Our Affiliates

WestStar Title has the following affiliates: WestStar Bank, WestStar Insurance Agency, Inc., and WestStar Bank Holding Company Inc. We do not share personal information with our affiliates so they can market or make solicitations to you. We may share information about your transactions and experiences – this can include information such as your payment history – with our affiliates for their everyday business purposes, you cannot limit the sharing of this information.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

To protect your personal information from unauthorized access and use, we use security measures and maintain physical, electronic, and procedural safeguards that comply with federal law. We restrict access to personal information about you to those individuals and entities who need to know that information to provide products or services to you. We train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this privacy policy.

Note: The above Privacy Policy applies to individuals who obtain services or products that are to be used for personal family or household purposes.

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BURGES, SCOTT, RASBERRY & HULSE
FIRST NATIONAL BUILDING
EL PASO, TEXAS

35062

THE STATE OF TEXAS

COUNTY OF EL PASO

KNOW ALL MEN BY THESE PRESENTS:

That PRICE'S PRODUCERS, INCORPORATED, a Texas Corporation, for and in consideration of the sum of One Hundred Fifty-three Thousand Five Hundred Thirty-eight and 35/100 (\$153,538.35) Dollars, and other good and valuable considerations, to it in hand paid by THE CITY OF EL PASO, a Municipal Corporation, has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey unto the said THE CITY OF EL PASO, of the County of El Paso, State of Texas, subject to the exceptions, reservations, covenants and conditions hereinafter stated, all those certain tracts or parcels of land, situated in El Paso County, Texas, and described as follows, to-wit:

All of Section Four (4), Block Eighty (80), Tsp. No. 1, T&P Survey, containing 658.9 acres;

All of Section Five (5), Block Eighty (80), Tsp. No. 1, T&P Survey, containing 655.67 acres;

All of Section Six (6), Block Eighty (80), Tsp. No. 1, T&P Survey, containing 652.48 acres;

All of Section Seven (7), Block Eighty (80), Tsp. No. 1, T&P Survey; EXCEPT 40.11 acres of land known and described as the Southeast Quarter of the Southeast Quarter of said Section Seven (7), containing 601.29 acres;

All of Section Eight (8), Block Eighty (80), Tsp. No. 1, T&P Survey; EXCEPT 40.11 acres of land known and described as the Southwest Quarter of the Southwest Quarter of said Section Eight (8), and 40 acres of land known and described as the Northwest Quarter of the Northwest Quarter of said Section Eight (8), containing 559.89 acres;

All of Section Nine (9), Block Eighty (80), Tsp. No. 1, T&P Survey, containing 640 acres;

The North One-half and the Northeast Quarter of the Southeast Quarter of Section Sixteen (16), Block Eighty (80), Tsp. No. 1, T&P Survey, containing 382.4 acres;

All of Section Eighteen (18), Block Eighty (80), Tsp. No. 1, T&P Survey; EXCEPT the Southeast Quarter, and the Northwest Quarter of the Northeast Quarter of said Section Eighteen (18) and sixty (60.0) acres of land more or less located in the east one-half of the Northeast Quarter of the said Section Eighteen (18), which

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sixty (60.0) acres of land are described as follows: BEGINNING at the corner common to Sections 7, 8, 17 and 18, Block Eighty (80), Tsp. 1, T&P Survey in El Paso County, Texas; THENCE along the line between said Sections 17 and 18, S. 1° 02' 30" E. 2447.0 feet to the northeast line of the El Paso Natural Gas Company right of way fence; THENCE along said right of way, N. 55° 40' W., 1618.87 feet to the west line of the east one-half of the Northeast Quarter of said Section Eighteen; THENCE along the west line of the East one-half of the Northeast Quarter of the said Section 18, N. 1° 02' 30" W. 1509.79 feet to the line between said Sections 7 and 18; THENCE along the line between said Sections 7 and 18, S. 89° 58' E. 1320.0 feet to the place of beginning and containing 60.0 acres of land, more or less, the land here conveyed to grantee in said Section Eighteen (18) being 381.4 acres.

But it is expressly stipulated and agreed that the Grantor herein excepts and reserves from this conveyance and hereby expressly excepts and reserves all oil, gas and other minerals of every nature in and under the above described land. This is not a reservation of the water under said land, except that free use of sufficient water is excepted and reserved for development of the oil, gas and other minerals under said land but not elsewhere. But it is agreed that Grantor, its successors and assignees, will not drill or mine minerals within 150 feet of any established water well of the City of El Paso, Texas, unless written consent is first obtained from the Municipal Water and Sewerage System of the City of El Paso, Texas, authorizing drilling or mining closer to such well. Grantor, its successor and assigns, shall give written notice to Grantee, its successors and assigns, fourteen (14) days in advance of its intention to drill wells, giving the location and when such drilling is to commence.

Out of the grant hereby made there is, however, further excepted and reserved to the Grantor herein, the right to the possession and use of the surface of all of the above described land for grazing purposes for a period of ten years from this date, and it is understood and agreed that the Grantor shall have, and it hereby has, during the time it remains in lawful possession of the surface of the above described land, the right and power to the reasonable use of stock-water in connection with using said land for grazing purposes, to the exclusive use of the corrals, windmills, wells, tanks, and water lines on said property, and when this exception or reservation ends or is terminated as hereinafter provided, to remove said corrals, windmills, tanks, water lines and well pipe (but not the well casing) which have been heretofore or may be hereafter placed on said premises by Grantor, or its lessees, assignees, grantees or permittees, but this exception and reservation pertaining to Grantor's right to the possession and use of the premises for grazing purposes and its rights and powers in connection therewith is made on the condition that either Grantor or Grantee may terminate this exception and reservation upon ninety (90) days written notice to the other party, and Grantor agrees to pay Grantee

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five cents (5¢) per acre per annum, payable annually in advance while this exception and reservation is in effect. The rights excepted and reserved to Grantor in this clause shall not be assigned, in whole or in part, without the consent of Grantee.

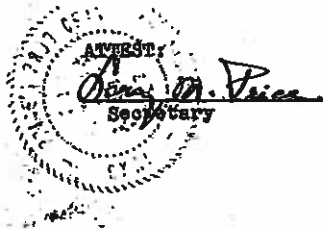
This conveyance is made subject to all property or rights vested in the State of Texas, in El Paso County, Texas, or in El Paso Natural Gas Company, by quitclaim deed, right of way deed, or right of way easements now of record in the office of the County Clerk of El Paso County, Texas, and this conveyance insofar as it covers lands in said Sections Four (4), Eight (8), Sixteen (16) and Eighteen (18), is made subject to ~~the covenants and conditions in~~ ~~the deed of record in Book 885, page 220, of the~~ ~~deed records of El Paso County, Texas, including the~~ right of F. H. Reeves to have water from such lands for his needs as long as he owns the store at Newman on the boundary between New Mexico and Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said THE CITY OF EL PASO, its successors and assigns forever, subject to all of the exceptions, reservations and rights of others hereinabove stated; and PRICE'S PRODUCERS, INCORPORATED, a Texas Corporation, does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto the said THE CITY OF EL PASO, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, subject to all of the exceptions, reservations and rights of others hereinabove stated, and does warrant that the land above conveyed, with the exception of said Section Nine (9) contains the number of acres stated; provided, however, that if a deficiency be discovered therein, Grantor, its successors and assigns, shall be liable only to refund that part of the total purchase price applicable to those acres which might be found to be lacking, the parties hereto having arrived at the total purchase price paid by Grantee on the basis of a certain sum per acre. And Grantee by accepting this deed covenants for itself, its successors and assigns, that if any excess acres above those stated herein be discovered, Grantee, its successors and assigns, will pay to Grantor, its

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successor or assigns that sum for each such excess acre as was originally agreed upon by Grantor and Grantee as the purchase price per acre for land in such section as in which such excess shall be found to exist. (This sum varied with the different sections described herein and was not applicable to said Section Nine (9), which was exchanged to Grantee for other land owned by it. Originally, as a part of this transaction, Grantor and Grantee had agreed that Grantor would exchange all of said Section Nine (9), Block Eighty (80), Tsp. No. 1, T&P Survey, for all of Section Seventeen (17), Block Eighty (80), Tsp. No. 1, T&P Survey, owned by Grantee or to be acquired by it. Subsequently, the parties ascertained that the north one-half of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of said Section Seventeen (17) was unsuitable for Grantor's uses, so that it was agreed between them that Grantee would except and reserve out of its conveyance to Grantor of said Section Seventeen (17) said unsuitable portions and Grantor would except and reserve from this conveyance a like amount of land being three quarter quarter sections, one each in said Sections Seven (7), Eight (8) and Eighteen (18), which are above so excepted, to adjust for that part of said Section Seventeen (17) not being conveyed to it, and that the purchase price for the land herein conveyed would remain the same just as if said three quarter quarter sections had not been excepted and reserved herein.)

IN TESTIMONY WHEREOF, the said PRICE'S PRODUCERS, INCORPORATED, a Texas Corporation, has caused these presents to be executed by its officers thereunto duly authorized, this 3 day of September 1954.



PRICE'S PRODUCERS, INCORPORATED,
 By *Robert B. Price*
 Robert B. Price, President

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THE STATE OF TEXAS
COUNTY OF EL PASO

1186

BEFORE ME, the undersigned authority,
a Notary Public in and for said County and State, on this day
personally appeared ROBERT B. PRICE, President of PRICE'S PRODUCERS,
INCORPORATED, known to me to be the person and officer whose name
is subscribed to the foregoing instrument, and acknowledged to me
that the same was the act and deed of the said PRICE'S PRODUCERS,
INCORPORATED, a Texas Corporation, and that he executed the same
as the act of such Corporation, for the purposes and consideration
therein expressed, and in the capacity therein stated.

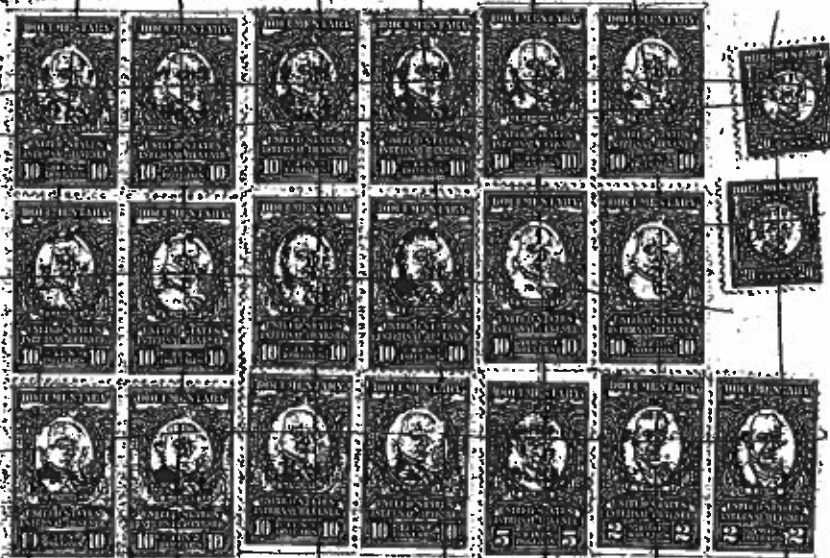
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16 day of

September 1954.



TOM B. NEWMAN, Notary Public
in and for El Paso County, Texas
Commission expires June 1, 1955

Tom B. Newman
Notary Public in and for
El Paso County, Texas.



35062	PRICE'S PRODUCERS, INCORPORATED TO THE CITY OF EL PASO	WARRANTY DEED	FILED FOR RECORD IN MY OFFICE 1954 SEP 16 PM 4 20 <i>W. B. Newman</i>	BURGES, SCOTT, RASBERRY & HULSE FIRST NATIONAL BUILDING EL PASO, TEXAS 9/2
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EXHIBIT "C" to Offer

The Vendor shall be responsible to provide the major diameter water and sanitary sewer main extensions (sized 16 inches in diameter and above) to the site, and the United States Government shall provide the smaller diameter water and sewer main (12 inches and under) extensions to the site, in accordance with the following terms:

- (1) Prior to performing any obligations under this Exhibit "C," the United States Government agrees to execute a Temporary Right of Entry and Temporary Construction Easement in substantially the form attached to this Offer as **Exhibit "D"** and incorporated fully herein, to permit Vendor EPWater entry over and across, under and through the Property to perform the work.
- (2) The design plans for the major diameter water and sanitary sewer main extensions shall be presented to the United States Government by the Vendor prior to construction to verify that they will be sufficient for supporting the activities currently planned at the site.
- (3) Two points of connection to the water system shall be provided to the site, one on each side of the existing "tee" that extends from the east side of US Highway 54, to a new parallel 12" water main to be constructed by the United States Government that will extend to the north and south along the frontage of US Highway 54 within a new 30-ft utility easement to allow service connections for domestic and fire service pipes.
- (4) The vendor shall provide a minimum of one (1), and up to two (2), domestic water service connections and a minimum one (1), and up to two (2), fire service connections, to be confirmed by vendee on or before December 31, 2021.
- (5) Additionally, the vendor shall not require the construction of an extension of the parallel 12" water main by the United States Government, but shall instead require the United States Government to cap both ends of the water main beyond the service connections with a tee adapter or other device approved by Vendor to support future expansion of services to adjacent parcels.
- (6) One point of connection shall be provided at the south/downstream corner of the property to a new 12" sanitary sewer main to be constructed by the United States Government that will extend along the full frontage of US Highway 54 within the utility easement described herein.
- (7) A minimum of one (1), and up to three (3), sanitary sewer connections, to be confirmed by the United States Government on or before December 31, 2021.
- (8) The United States Government shall be responsible for the extension of smaller diameter mains to serve the site.
- (9) The United States Government shall cap the upstream end of the sewer main at the north property line with a tee adapter or other device approved by Vendor to support future expansion of services to adjacent parcels.

EXHIBIT "D" to Offer

STATE OF TEXAS	}	TEMPORARY RIGHT OF ENTRY
	}	&
COUNTY OF EL PASO	}	CONSTRUCTION EASEMENT

This Temporary Right-of-Entry & Construction Easement (this "*Agreement*") Agreement is entered into by and between **THE UNITED STATES GOVERNMENT**, ("*Grantor*"), and the **EL PASO WATER UTILITIES - PUBLIC SERVICE BOARD**, ("*EPWater*" or "*Grantee*").

WITNESSETH

WHEREAS, Grantor owns that certain real property consisting of approximately 59.022 acres of land, as more particularly on **Exhibit "A"** attached hereto and incorporated fully herein (the "*Easement Property*"); and

WHEREAS, Grantee has been retained to perform the Work on the Easement Property, as described in "*Scope of Work*" attached hereto as **Exhibit "B"** and incorporated fully herein; and

WHEREAS, Grantee is requesting Temporary Right-of-Entry and Temporary Construction Easement over and across, under and through the Easement Property in order to complete the work described in the Scope of Work (the "*Work*"); and

WHEREAS, it is the desire of Grantor and Grantee to enter into this Temporary Right-of-Entry and Temporary Construction Easement Agreement (this "*Easement*") to allow Grantee to enter upon the Easement Property to access the Easement Property to perform the above-described Work; and

NOW, THEREFORE, for the sums described below and other good and valuable consideration Grantor agrees to grant a Temporary Right-of-Entry and Construction Easement to Grantee and Grantee agrees to accept the Temporary Right-of-Entry and Construction Easement under the following terms and conditions:

AGREEMENT

1. **PROPERTY**. Grantor hereby grants a Temporary Right-of-Entry & Construction Easement to Grantee, its contractors, subcontractors, agents, and employees onto the Easement Property, which is more particularly described on **Exhibit "A"** attached hereto and incorporated fully herein.

2. **EVENT**. To have and to hold, the above-described rights and Easement(s) together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor is hereby bound, together with all heirs, personal representatives, executors, administrators, successors, and assigns to warrant and forever defend

the above-described easement and rights unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof for the duration of this Easement.

Grantee, or its contractor's will perform the Work in a good and workmanlike manner, and will keep the Easement Property in good maintenance and repair at its sole cost and expense. Grantee will separate by cones or other appropriate construction safety barriers ("*Cone Off*") the Easement Area while Grantee occupies the Easement Area.

In accepting this grant, Grantee agrees that it will restore the property to the same or better condition as it was in prior to Grantee's use hereunder, subject only to the elements, other natural causes, and acts of God, and will remove all of its equipment, tools, trash and debris from the Easement prior to the termination of the Easement.

3. **TERM.** This Temporary Right of Entry & Construction Easement shall commence upon the Execution Date, as defined herein, and shall terminate when the Project is complete or one (1) year thereafter unless extended by written agreement signed by both parties hereto.

4. **INSURANCE.** Through the term of this Temporary Right-of-Entry and prior to using the sites, Grantee, or its contractor shall maintain insurance coverage in the amounts required by Grantor and its affiliates and shall name Grantor as additional insured as provided on Exhibit "C" attached hereto and incorporated herein. Grantor shall be provided with ELECTRONIC copies of all policy documents evidencing such coverage prior to Grantor's use of the sites.

5. **CONDITION OF PROPERTY AND ACCESS.** Grantee accepts the Easement Property in its present condition, as is. Grantor reserves the right to the full use and enjoyment of the property encumbered by the Easement, except as otherwise provided herein, and such use shall not hinder, conflict, or interfere with the exercise of Grantee's rights hereunder, so long as this Easement is in existence.

Grantee and Grantee's employees, agents, and invitees, shall, at all times, have access from Grantor's property to the land covered by this Easement and Grantor shall not prohibit ingress to or egress from Grantor's adjacent land because of construction or for any other reason.

During the term of this TROE & Construction Easement, Grantee shall remove all construction materials and all excavation debris and surrender the Easement Property to the Grantor in the same condition as its present condition at the end of each day, subject to inspection and confirmation by Grantor. Upon termination, Grantee shall remove all construction materials and all excavation debris and surrender the Easement Property to the Grantor in the same condition as the Easement Property existed as of the Execution Date of this Easement. If Grantee has not complied with the terms of this section within 5 days of termination Grantor's may pursue all of its rights and remedies available to Grantor by law and in equity.

6. **DEFAULT.** If Grantee defaults under any provision of this Easement, in addition to any other remedies available at law or in equity, Grantor will be entitled to:

- a terminate this Easement on written notice to Grantee;
- b obtain specific performance or any other appropriate equitable relief against Grantee; and/or;
- c in the case of incomplete repairs, Grantor may complete the necessary repairs and Grantee will promptly pay Grantor for the actual cost of the repairs plus a charge of 20% of the actual cost to account for overhead costs and expenses.

7. **TERMINATION BY GRANTOR FOR CONVENIENCE OR NECESSITY.**

- a Grantor may terminate this Easement for cause with thirty (30) days' written notice to Grantee via US Mail or Hand Delivery as follows:

El Paso Water Utilities-Public Service Board
 Alma DeAnda
 Utility Land and Water Rights Manager
 P.O. Box 511
 El Paso, Texas 79961-0001
 Fax: (915) 594-5699
 Email Address: ADeAnda@epwu.org

- b Grantor may terminate this Easement for necessity with seven (7) days' written notice. Said notice shall include an explanation of the circumstances which led to Termination for Necessity. Determination of necessity will be the sole purview of the Grantor and based upon the mission and mandate of the UNITED STATES GOVERNMENT.

8. **AUTHORITY.** Each of the signatories hereto expressly warrants are duly authorized to sign this Agreement for their principal and to bind their principal.

[Signatures begin on the following page]

WITNESS THE EXECUTION HEREOF the ____ day of _____, 20____
 (“*Execution Date*”) by:

GRANTOR

THE UNITED STATES GOVERNMENT

By: _____
 Title: _____

ACKNOWLEDGMENT

STATE OF _____)
)
 COUNTY OF _____)

This instrument was acknowledged before me on this the ____ day of _____,
 20____, by _____ the _____ on behalf of
 the UNITED STATES GOVERNMENT (the Grantor).

 Notary Public, State of _____

GRANTOR / GRANTEE:**EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD**

 Marcela Navarrete Vice President - Strategic,
 Financial, and Management Services

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

 Michaela Ainsa Grambling
 Assistant General Counsel

 Alma DeAnda
 Utility Land and Water Rights Manager

ACKNOWLEDGMENT

STATE OF TEXAS)
)
 COUNTY OF EL PASO)

This instrument was acknowledged before me on this the ____ day of _____,
 20____, by MARCELA NAVARRETE; Vice President - Strategic, Financial, and Management
 Services, on behalf of the City of El Paso, El Paso Water Utilities Public Service Board.

 Notary Public, State of Texas

(Signatures continue on the following page)

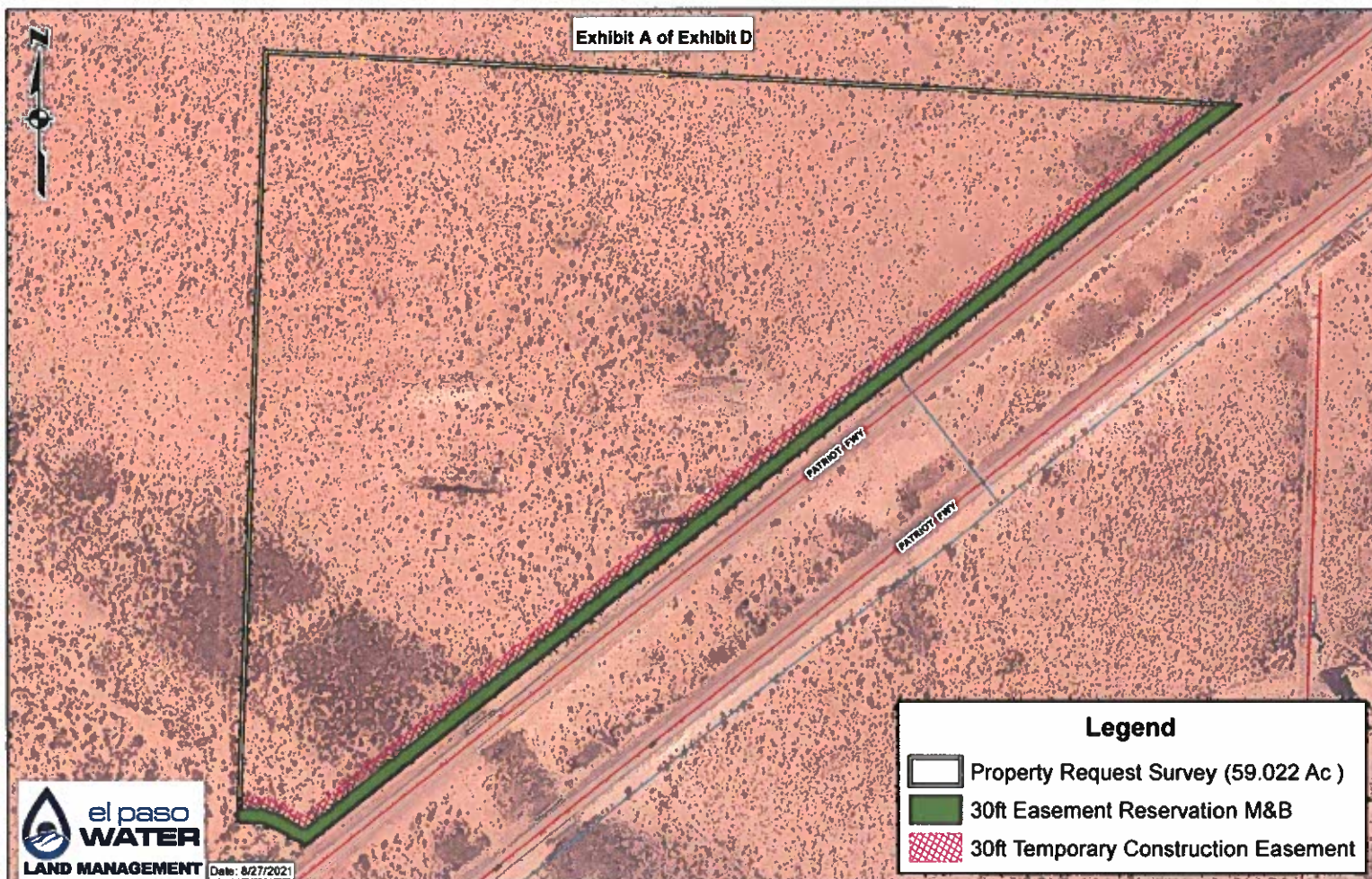


Exhibit B
of Exhibit D to Offer

Scope of Work

The Vendor, EPWater, shall be responsible to provide the major diameter water and sanitary sewer main extensions (16 inches and above) to the site and the Vendee, the United States Government, shall provide the smaller diameter water and sewer main (12 inches and below) extensions to the site in accordance with the following terms:

- (1) The design plans for the major diameter water and sanitary sewer main extensions shall be presented to the United States Government by the Vendor prior to construction to verify that they will be sufficient for supporting the activities currently planned at the site.
- (2) Two points of connection to the water system shall be provided to the site, one of each side of the existing "tee" that extends from the east side of US Highway 54, to a new parallel 12" water main to be constructed by the United States Government that will extend to the north and south along the frontage of US Highway 54 within a new 30-ft utility easement to allow service connections for domestic and fire service pipes.
- (3) The vendor shall provide a minimum of one (1), and up to two (2), domestic water service connections and a minimum one (1), and up to two (2), fire service connections, to be confirmed by vendee on or before December 31, 2021.
- (4) Additionally, the vendor shall not require the construction of an extension of the parallel 12" water main by the United States Government, but shall instead require the United States Government to cap both ends of the water main beyond the service connections with a tee adapter or other device approved by Vendor to support future expansion of services to adjacent parcels.
- (5) One point of connection shall be provided at the south/downstream corner of the property to a new 12" sanitary sewer main to be constructed by the United States Government that will extend along the full frontage of US Highway 54 within the utility easement described herein.
- (6) A minimum of one (1), and up to three (3), sanitary sewer connections, confirmed by the United States Government on or before December 31, 2021.
- (7) The United States Government shall be responsible for the extension of smaller diameter mains to serve the site.
- (8) The United States Government shall cap the upstream end of the sewer main at the north property line with a tee adapter or other device approved by Vendor to support future expansion of services to adjacent parcels.



Legislation Text

File #: 21-1310, 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, Assistant Chief Victor Zarur, (915) 212-4307

AGENDA LANGUAGE:

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

An Ordinance amending Title 5 (Business Licenses and Permit Regulations) to create Chapter 5.18 (Convenience Store Regulation) and Subsections thereunder in the El Paso City Code relating to the registration of and safety and prevention requirements for convenience stores within City of El Paso; the penalty as provided in Section 5.18.080 of the El Paso City Code.

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

AGENDA DATE: 11/23/21

PUBLIC HEARING DATE: 12/07/21

CONTACT PERSON(S) NAME AND PHONE NUMBER: Assistant Chief Victor Zarur 915-212-4307

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 2. Set The Standard For A Safe And Secure City

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

SUBJECT:

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.

City Council to approve an ordinance; amending Title 5 (Business Licenses and Permit Regulation) to create Chapter 5.18 (Convenience Store Regulation) and subsections thereunder in the El Paso City Code relating to the registration of and safety and prevention requirements for Convenience Stores within City of El Paso as outlined in the proposed ordinance.

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 purpose of this chapter is to protect the health, safety, and welfare of the citizens of the City of El Paso by reducing the occurrence of crime, preventing the escalation of crime, and increasing the successful prosecution of crime that occurs in convenience stores within the city limits. To this end, this chapter establishes a registration program for convenience stores and provides requirements relating to surveillance camera systems, video recording and storage systems, alarm systems, drop safes, security signs, height markers, protection of inventory, store visibility, safety training programs, and prosecution statements and trespass affidavits.

PRIOR COUNCIL ACTION:

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

No

AMOUNT AND SOURCE OF FUNDING:

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

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: El Paso Police Department

SECONDARY DEPARTMENT:



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

DEPARTMENT HEAD: Chief G.K. Allen

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

ORDINANCE NO.: _____

AN ORDINANCE AMENDING TITLE 5 (BUSINESS LICENSES AND PERMIT REGULATIONS) TO CREATE CHAPTER 5.18 (CONVENIENCE STORE REGULATION) AND SUBSECTIONS THEREUNDER IN THE EL PASO CITY CODE RELATING TO THE REGISTRATION OF AND SAFETY AND PREVENTION REQUIREMENTS FOR CONVENIENCE STORES WITHIN CITY OF EL PASO; THE PENALTY AS PROVIDED IN SECTION 5.18.080 OF THE EL PASO CITY CODE

WHEREAS, the City of El Paso has had 1,775 beer runs in 2018, 1,817 beer runs in 2019, and 1,786 beer runs in 2020, totaling 5,378 over the three-year time frame; and

WHEREAS, the El Paso Police Department officers spend approximately 1 hour and 49 minutes responding to beer runs and completing the initial patrol investigation; and

WHEREAS, the El Paso Police Department officers spend approximately 3 hours and 34 minutes to complete their criminal investigation on beer runs; and

WHEREAS, the City Council finds that convenience stores, as a category of businesses, are frequently targets of criminal activities; and

WHEREAS, the City of El Paso desires to prevent crime, the escalation of crime, and increase the successful prosecution of crimes that occur in convenience stores within the city limits; and

WHEREAS, the City of El Paso has determined that convenience store owners play a key role in promoting safety in their establishments, in addition to a responsibility to both the community and their employees to ensure safety in their establishments; and

WHEREAS, training employees in safety procedures, posting notice of crime-prevention strategies in use, increasing visibility, and utilizing safety devices and measures can increase the safety of store employees and customers; and

WHEREAS, the registration of convenience stores with the City of El Paso would facilitate the application and enforcement of this ordinance and other laws; and

WHEREAS, the requirement of surveillance camera systems and other safety measures would reduce the occurrence of crime, prevent the escalation of crime, and increase the successful prosecution of crime that occurs in convenience stores in the city; and

WHEREAS, the City Council finds that the regulation of convenience stores as outlined in this ordinance will protect the health, safety, and welfare of the citizens of the City of El Paso by reducing crime in convenience stores.

Ordinance No. _____

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

Section 1. That Chapter 5.18 (Convenience Store Regulation) of the El Paso City Code be created as follows.

Section 2. That the subsections of Chapter 5.18 (Convenience Store Regulation) be created as follows:

TITLE 5 (BUSINESS LICENSE AND PERMIT REGULATIONS)

Chapter 18 Convenience Store Regulation

Section 5.18.010	Purpose
Section 5.18.020	Definition
Section 5.18.030	Registration of Convenience Stores and Fees
Section 5.18.040	Issuance, Denial, and Display of Registration
Section 5.18.050	Suspension and Revocation of Registration
Section 5.18.060	Expiration and Renewal of Registration
Section 5.18.070	Appeal
Section 5.18.080	Enforcement, Violations, and Penalties
Section 5.18.090	Requirements for Convenience Stores
Section 5.18.110	Severability

Section 5.18.010 Purpose

- A. The purpose of this chapter is to protect the health, safety, and welfare of the citizens of the City of El Paso by reducing the occurrence of crime, preventing the escalation of crime, and increasing the successful prosecution of crime that occurs in convenience stores within the city limits. To this end, this chapter establishes a registration program for convenience stores and provides requirements relating to surveillance camera systems, video recording and storage systems, alarm systems, drop safes, security signs, height markers, protection of inventory, store visibility, safety training programs, and prosecution statements and trespass affidavits.

Section 5.18.020 Definitions

As used in this chapter, the following words or terms shall have the meanings ascribed in this section, unless the context of their usage clearly indicates another meaning:

- A. **“Convenience goods”** means basic food, beverage, household, and pharmaceutical items.
- B. **“Convenience store”** means any business with extended hours and convenient location that is primarily engaged in the retail sale of convenience goods and gasoline, designed to accommodate a large volume of stop and go traffic. Convenience store does not include

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any business where there is no retail floor space accessible to the public even if gasoline is sold.

- C. **“Drop safe”** means a cash management device where money can be deposited without the depositor having access to contents.
- D. **“Employee”** means any person, whether or not the person is designated as an employee, contract employee, agent or otherwise, who renders any service whatsoever to the customers of a convenience store, works in or about a convenience store or who conducts any business in a convenience store and who receives or has the expectation of receiving any compensation, monetary wages, commissions or profits from the convenience store. By way of example, rather than limitation, the term includes the owner, other management personnel, clerks, and cashiers. Employee does not include a person exclusively on the premises for the limited purpose of providing janitorial, repair or maintenance services for the premises or for the delivery of convenience goods by a vendor or distributor to the premises.
- E. **“Height marker”** means a measuring strip that may be attached on or near a doorframe of a convenience store to aid in identifying the height of a person suspected of committing a crime.
- F. **“Manager”** means the person designated by the owner to be responsible for the daily operation of a convenience store. Managers shall be designated in the registration application filed under this chapter.
- G. **“Owner”** means the person or persons who hold title to or leases property for the purpose of operating a convenience store, including any lien holder or any other person with a financial interest in the store.
- H. **“Person”** means any individual, corporation, organization, partnership, association, or any other legal entity.
- I. **“Registered agent”** means the person identified by the owner of a convenience store in the registration filed pursuant to this chapter that is authorized to receive on behalf of the owner any legal process and/or notice required or provided for in this chapter.

Section 5.18.030 Registration of Convenience Stores and Fees

- A. No person shall operate or cause to be operated a convenience store without a valid certificate of registration issued by the El Paso Police Department. A separate certificate of registration is required for each physically separate convenience store located within city limits.
- B. The owner shall pay to the City all established fees for the registration provided in accordance with this chapter.

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- C. To obtain a valid certificate of registration for a convenience store and a registration compliance decal, the owner of the store must apply on the form provided by the El Paso Police Department. The application must contain all of the following information:
1. The name, street address, mailing address, telephone number, and facsimile number of the convenience store. The use of a public or private post office box or similar address shall not be sufficient for the purposes of complying with this subsection.
 2. The name, residential address, telephone number, and e-mail address of the owner of the convenience store. If the owner is a corporation, whether foreign or domestic, the name of the registered agent of the owner, business address, telephone number, facsimile number, and e-mail address of the registered agent. The address information shall include the street name and number, office or suite number if a business address, the city, state, and zip code. The use of a public or private post office box or similar address shall not be sufficient for the purposes of complying with this subsection.
 3. The nature and extent of the owner's interest in the property. If there is more than one owner, lien holder or other persons with a financial interest in the convenience store, then the name, residential address, and telephone number of each such person as well as the nature and extent of such person's interest in the property. The use of a public or private post office box or similar address shall not be sufficient for the purposes of complying with this subsection.
 4. The name, street address, mailing address, telephone number, facsimile number, and e-mail address of the current manager of the convenience store. The use of a public or private post office box or similar address shall not be sufficient for the purposes of complying with this subsection.
 5. The name, address, telephone number, and e-mail address of a person or persons who can be contacted 24 hours a day, 7 days a week, in the event of an emergency condition involving the convenience store.
 6. Such additional information as the applicant desires to include or that the Chief of Police deems necessary to aid in the determination of whether the requested registration should be granted.
- D. Any change in the ownership of a convenience store, including but not limited to the sale of the convenience store or any ownership interest therein, shall require the purchaser or transferee to obtain a new registration issued by the El Paso Police Department within thirty (30) days of the effective date of ownership change.
1. The prior owner, lien holder, or any other person with a financial interest shall advise the El Paso Police Department, in writing, that he or she no longer holds any

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ownership interest in the property within ten (10) days of the effective date of ownership change.

- E. Any change in the manager or registered agent shall require the owner to update the information provided to the El Paso Police Department on the registration application form within ten (10) business days of the effective date of said change.
- F. Any owner of a newly constructed or established convenience store shall comply with the provisions of this section not later than the thirtieth (30th) day following completion of construction or new opening of the convenience store, whichever occurs first.
- G. A certificate of registration for a convenience store is not transferable.

Section 5.18.040 Issuance, Denial, and Display of Registration

- A. Upon the filing of a completed application for the registration of a convenience store, the El Paso Police Department shall issue the owner of the convenience store a certificate of registration along with a registration compliance decal.
- B. If the Chief of Police, Code Director, or their respective designees determine that the application for registration is incomplete or contains a false statement as to a material matter in the application, then the application shall be denied. If an application for registration of a convenience store is denied, then the Chief of Police, Code Director, or their respective designees shall deliver written notice to the owner or registered agent that the application is denied, including the reason for the denial and a statement informing the owner of the right of appeal.
- C. The certificate of registration, if granted, shall state on its face the name and address of the convenience store, the name of the owner(s) or registered agent, the name of the manager, and the expiration date. The certificate of registration shall be posted in a conspicuous place accessible at all times to the public. The registration compliance decal must be continuously and conspicuously displayed above the main public entrance door to the convenience store and in a manner as to not obstruct the view into the store.
- D. Any El Paso Police officer, code enforcement officer, inspector or designated inspector of the city shall be authorized to make inspections of the establishment and issue citations or notices of violation to any person found to be in violation of this chapter.

Section 5.18.050 Suspension and Revocation of Registration

- A. The Chief of Police, Code Director, or their respective designees shall issue a notice of suspension for a convenience store if he or his designee determines that:
 - 1. The owner failed to comply with any provision of this chapter; or

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2. The owner made a false statement as to a material fact in the application or in a hearing concerning the certificate of registration.
 3. The Chief of Police, Code Director, or their respective designees may suspend a certificate of registration for up to sixty (60) calendar days.
- B. The Chief of Police, Code Director, or their respective designees shall revoke a certificate of registration for a convenience store if he or his designee determines that:
1. The owner failed to comply with any provision of this chapter; or
 2. The owner made a false statement as to a material fact in the application or in a hearing concerning the certificate of registration.
 3. The City may revoke the Certificate of Registration when more than three (3) violations have been documented during the term of the certificate.
- C. Before issuing a suspension or revoking a certificate of registration, the Chief of Police, Code Director, or their respective designees shall deliver written notice by personal delivery or certified mail to the owner or registered agent that the certificate of registration is being considered for suspension or revocation. The notice must include the reason for the proposed suspension or revocation, corrective action the owner must take to prevent the suspension or revocation, and a statement that the owner has twenty-one (21) days after the date of delivery to comply with the notice.
1. If, after twenty-one (21) days from the date the notice is delivered, the owner has not complied with the notice, the Chief of Police, Code Director, or their respective designees shall suspend or revoke the certificate of registration and deliver written notice of the suspension or revocation to the registered agent. The notice must include the reason for the suspension or revocation, the date the action was ordered, and a statement informing the owner of the right to appeal.

Section 5.18.060 Expiration and Renewal of Registration

- A. A certificate of registration for a convenience store expires one (1) year after the date of issuance.
- B. A certificate of registration may be renewed by making application in accordance with this chapter. An owner shall apply for renewal at least thirty (30) days before the expiration of the certificate of registration.

Section 5.18.070 Appeal

- A. When the Chief of Police, Code Director, or their respective designees issue a written notice of intent to deny, suspend, revoke, or deny renewal of a certificate of registration,

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the Chief of Police, Code Director, or their respective designees shall immediately send such notice to the owner or registered agent by personal delivery or certified mail. The notice shall be directed to the most current business address or other mailing address on file with the El Paso Police Department for the owner.

- B. The owner or registered agent who has been served with a denial, suspension, or revocation notice may appeal the Chief of Police or his designee's action to the City Manager or his designee within ten (10) days of receiving such notice. Said appeal shall also include a written rebuttal.
- C. All documents relevant to the certificate of registration shall be forwarded to the City Manager or his designee. The City Manager or his designee shall review all relevant documents, the appellant's appeal, and written rebuttal. The City Manager or his designee may allow the appellant to make an oral argument, present evidence and witnesses, and submit additional rebuttal evidence.
- D. The City Manager or his designee shall issue a written decision to the parties within ten (10) days of the hearing. If the decision is to deny, suspend, revoke, or not renew the certificate of registration, the decision shall become effective on the thirtieth (30th) day after it is rendered. If the decision is that no grounds exist for denial, revocation, denial of renewal, or denial of renewal, the City Manager or his designee shall, contemporaneously with the issuance of the decision, order the Chief of Police to immediately issue a certificate of registration.

Section 5.18.080 Enforcement, Violations, and Penalties

- A. The Chief of Police, Code Director, or their respective designees shall implement and enforce this chapter. The Chief of Police may by written order establish such rules, regulations or procedures, not inconsistent with this chapter, as he determines are necessary to discharge any duty under or to affect the policy of this chapter.
- B. It shall be unlawful for any person to operate or cause to be operated a convenience store without a valid certificate of registration as required by this chapter. A person who violates any provision of this chapter, or who fails to perform an act required of the person by this chapter, shall be guilty of a Class C misdemeanor. A person commits a separate offense each day or portion of a day during which a violation is committed, permitted, or continued.
- C. An offense under this chapter is punishable by a fine of no more than \$500.
- D. The penalties provided above are in addition to any other enforcement remedies that the City of El Paso may have under city ordinance or state law.

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Section 5.18.090 Requirements for Convenience Stores

- A. Surveillance Camera Systems, Recordings, and Storage. The owner shall provide, maintain, and operate at least four (4) color digital high-resolution surveillance cameras with a minimum resolution of two (2) mega pixels, a minimum aspect ratio of 1920 horizontal pixels by 1080 vertical pixels, and a minimum frame rate of 15 frames per second. A fifth (5) camera is required if the store is equipped with an additional entrance and exit. The owner shall also provide one or more digital video recording devices (NVR/DVR) in a secure location in the convenience store in compliance with this subsection.
1. The position of the first camera must have an overall view of the counter/register area and the other camera a view of the main entrance and exit area. The position of the second camera at the entrance and exit area must be done in a way to provide a clear and identifiable full frame view of the face of each individual filmed entering or exiting the main public entrance or exit of the store. The third camera should capture the exterior front of the business, to include parking lot area. The fourth camera should cover the sales floor leading to the beer coolers.
 2. Each camera shall accurately display the date and time of the recording. Owner should review accuracy of the date and time on a regular basis or upon a system change.
 3. The coverage areas of both cameras must remain unobstructed by any display, sign, or other items at all times.
 4. Each camera must be operating and capable of recording at all times, including hours when the store is not open for business. Each camera must be operated in a fixed position and not in a panning motion.
 5. A sign both in English and Spanish stating "STORE IS UNDER CAMERA SURVEILLANCE," in letters at least two (2) inches high must be posted at each public entrance and exit of the convenience store and must be readable from inside and outside the store.
 6. The video recording devices must be designed, equipped, and operated at a minimum to digitally record images and video from the surveillance cameras every time motion occurs in the convenience store, whether or not the store is open for business.
 7. The owner or manager shall have the capability to provide the El Paso Police Department's initial responding patrol officer with digital color images and video recordings in connection with any crime investigation at or near the convenience store within fifteen (15) minutes of the officer's dispatched arrival and within forty-eight (48) hours if requested by a detective.

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8. All digital color images and video recordings must be stored and maintained for at least thirty (30) days.
- B. **Property Inspections.** An owner or manager shall permit, at reasonable times upon request, representatives of the El Paso Police Department to inspect the interior and exterior of the convenience store, including but not limited to surveillance camera systems, for the purpose of ensuring compliance with this chapter.
1. An owner or manager commits an offense if, either personally or through an agent or employee, the owner or manager refuses to permit a lawful inspection of the convenience store as required by this section.
- C. **Alarm System.** An owner shall provide, maintain, and operate an alarm system in the convenience store in compliance with Chapter 5.13 Security Alarm Systems of the El Paso City Code and with this section. This system shall, at a minimum, include a panic button located within reach of the cash register and out of view of the customer. Such panic button will generate an alarm signal indicating a hold-up or other life-threatening emergency requiring an emergency response. A convenience store shall have posted at all public entrances and exits signs or decals both in English and Spanish indicating that a security alarm system is in use.
- D. **Drop Safes.** An owner shall provide and maintain a drop safe on the premises of the convenience store to keep the amount of cash available to employees to a minimum. A drop safe must be bolted to the floor of the convenience store. A convenience store shall have posted at all public entrances and exits signs or decals in English and Spanish indicating that employees cannot open the safe and that employees have minimum cash on hand.
- E. **Security Signs.** An owner shall provide, post, and maintain security signs in the convenience store. Signs stating in both English and Spanish, "NO SOLICITATION" and "NO TRESPASSING," in letters at least two (2) inches high must be posted at each public entrance and exit of the convenience store. The signs may contain additional language as required by law and must be in a format approved by the Chief of Police.
- F. **Height Markers.** Convenience stores shall install two height markers at the entry and exit doors of the business to aid in the estimation of an individual's height. These markers will be multi-colored to designate different heights. The markers must be visible and not obstructed by any display or other such covering.
- G. **Protection of Inventory.** An owner, manager, or employee of a convenience store shall secure, lock, block, or otherwise mark off goods and inventory not available for sale in such a manner that customers cannot access such items while the store is open for business. When it is not logistically possible to secure and lock the goods or inventory, the owner or operator of a convenience store will block, cover, or mark off goods and inventory not

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available for sale in such a manner that customers cannot purchase such items while the store is open for business.

- H. **Store Visibility.** The owner or manager shall provide for and maintain an unobstructed line of sight allowing a clear view of and from the cash register and sales transaction area through all windows and public access doors. Such windows and doors must be clear of all items that would obstruct a clear view, including but not limited to tinting, signage, advertisements, shelving, and merchandise.
- I. **Employee Safety Training and Telephone Access.** An owner shall ensure that safety training is provided for and completed by employees of the convenience store. Each employee of a convenience store shall annually complete a safety-training program approved by the Chief of Police or his designee. The safety training program must include, but is not limited to, the following subjects: (1) Texas Penal Code in reference to Theft and Robbery chapters, (2) basic safety awareness tactics, (3) mental preparation when dealing with a theft, (4) operation of security devices, (5) knowledge of this Chapter and how it pertains to their duties as a store employee, and (6) knowledge of store policies and training requirements.
 - 1. Each employee shall annually complete the online safety-training program and test provided by the El Paso Police Department. New employees shall complete the training and test within ten (10) days after beginning employment with the convenience store.
 - 2. Each employee shall sign a statement indicating the date, time, and place of completion of the safety training program. Copies of each employee's statements must be maintained on file in the convenience store for as long as the employee is employed by the convenience store. The statements must be made available to the Chief of Police or any other peace officer immediately upon request.
 - 3. Telephone access must be provided at each convenience store for use by employees.
- J. **Trespass Affidavits and Prosecution Statement.** An owner of a convenience store shall execute a trespass affidavit, and statement of prosecution on a form provided by the El Paso Police Department, that authorizes the El Paso Police Department to enforce, on behalf of the owner, all applicable trespass laws on the premises of the convenience store. A true and correct copy of the trespass affidavit must be posted at the convenience store in a manner and location so that it is clearly visible to the public at all times.

Section 5.18.110 Severability

- A. This Ordinance and each section and provision of said Ordinance hereunder, are hereby declared to be independent divisions and subdivisions and, notwithstanding any other evidence of legislative intent, it is hereby declared to be the controlling legislative intent

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that if any provisions of said Ordinance, or the application thereof to any person or circumstance is held to be invalid, the remaining sections or provisions and the application of such sections and provisions to any person or circumstances other than those to which it is held invalid, shall not be affected thereby, and it is hereby declared that such sections and provisions would have been passed independently of such section or provision so known to be invalid. Should any procedural aspect of this Ordinance be invalidated, such invalidation shall not affect the enforceability of the substantive aspects of this Ordinance.

Section 3. Except as expressly amended herein, all other provisions of Title 5 (Business Licenses and Permit Regulations) of the El Paso City Code shall remain in full force and effect.

Section 4. Title 5, Chapter 5.18 Convenience Store Regulation shall take effect June 7, 2022.

PASSED AND APPROVED this _____ day of _____, 2021.


THE CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:


Laura Prine
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:



Gregory Allen
Chief of Police

Ordinance No. _____



Convenience Store Crime Prevention Ordinance

Goal 2. Set the standard for a safe and secure city

City of El Paso Cross Functional Team

Table of Contents

- Purpose of Convenience Store Crime Prevention Ordinance, Theft Class C's – Beer runs explained and statistics
- Convenience Store definition, data and after sales hours
- Survey Highlights
- Ordinance Highlights
- Virtual meetings with Business and Community
- Conclusion/Questions

Purpose on Convenience Store Ordinance

The purpose of this chapter is to protect the health, safety, and welfare of the citizens of the City of El Paso by reducing the occurrence of crime, preventing the escalation of crime, and increasing the successful prosecution of crime that occurs in convenience stores within the city limits. To this end, this chapter establishes a registration program for convenience stores and provides requirements relating to surveillance camera systems, video recording and storage systems, alarm systems, drop safes, security signs, height markers, protection of inventory, store visibility, safety training programs, and prosecution statements/trespass affidavits.

Theft Class C's – Texas Penal Code

A beer run is usually when a individual(s) walks into a convenience store and takes beer or any alcoholic beverage without paying for the merchandise. The offense is a Class C misdemeanor if the value of the property stolen is less than \$100

If guilty of a Class C misdemeanor, punished by a fine not to exceed \$500. Most beer runs fall into this category based on dollar amount of property taken.

Beer run thefts in the City
of El Paso for the previous
3 years – 5,777



1904

2018

City Wide Beer runs

1971

2019

City Wide Beer runs

1902

2020

City Wide Beer runs

Convenience Store

Definition: Means any business with extended hours and convenient location that is primarily engaged in the retail sale of convenience goods and gasoline, designed to accommodate a large volume of stop and go traffic.

Convenience store does not include any business where there is no retail floor space accessible to the public even if gasoline is sold.



The previous number of beer runs at all convenience was 5,777 over three years.

With the definition under the proposed ordinance only 194 convenience stores engaged in the retail sale of convenience goods and gasoline. These convenience stores alone account for 5,378 over the same three years. Which is 21.9% of our larcenies under UCR.



2018

City Wide Beer runs



2019

City Wide Beer runs



2020

City Wide Beer runs



Convenience Stores – Alcohol Prohibited/Sales Hours

Monday – Friday	0700 until Midnight
Saturdays	0700 until 0100
Sundays	*1200 until Midnight
*Sundays 9/21	1000 until Midnight

The hours where sales are prohibited account for 38.39% of beer runs (2018-2020).

Survey Highlights

- 1 hour and 49 minutes, an average cost of \$67.03 for the initial patrol investigation.
- 3 hours and 34 minutes, an average cost of \$131.61 for the criminal investigation.

Total \$198.64

In comparison to the cost for a convenience store that will eventually be reimbursed.

- EPPD Case 21-102261
- Date/Location/Time 04-12-2021, 17:40 hours, Circle K at 3910 Dyer
- Property 1- Can of Bud Light Beer - **value \$2.75**

Convenience Store Crime Prevention Ordinance

Chapter 5.18

- Convenience store owners play a key role in promoting safety in their establishments, in addition to a responsibility to both the community and their employees to ensure safety in their establishments.
- The regulation of convenience stores outlined in this ordinance will protect the health, safety and welfare of the citizens of the City of El Paso.

Registration of Convenience Stores and Fees

- To obtain a valid certificate of registration for a convenience store and a registration compliance decal, the owner of the store must apply on the form provided by the El Paso Police Department.
- The owner shall pay to the City all established fees for the registration provided in accordance with this chapter.
- The certificate of registration, if granted, shall state on its face the name and address of the convenience store, the name of the owner(s) or registered agent, the name of the manager, and the expiration date. The certificate of registration shall be posted in a conspicuous place accessible at all times to the public. The registration compliance decal must be continuously and conspicuously displayed above the main public entrance door to the convenience store and in a manner as to not obstruct the view into the store.

Requirements for Convenience Stores

- Surveillance Camera Systems, Recording, and Storage-

Surveillance Camera Systems, Recordings, and Storage. The owner shall provide, maintain, and operate at least four (4) color digital high-resolution surveillance cameras with a minimum resolution of two (2) mega pixels, a minimum aspect ratio of 1920 horizontal pixels by 1080 vertical pixels, and a minimum frame rate of 15 frames per second. The owner shall also provide one or more digital video recording devices (NVR/DVR) in a secure location in the convenience store.

The position of the first camera must have an overall view of the counter/register area and the other (2nd) camera a view of the main entrance and exit area. The position of the second camera at the entrance /exit area must be done in a way to provide a clear and identifiable full frame view of the face of each individual filmed entering or exiting the main public entrance or exit of the store. The third camera should capture the exterior front of the business, to include parking lot area. The fourth camera should cover the sales floor leading to the beer coolers.

A fifth (5) camera is required if the store is equipped with an additional entrance and exit.

Requirements for Convenience Stores

- Alarm Systems

An owner shall provide, maintain, and operate an alarm system in the convenience store in compliance with Chapter 5.13 Security Alarm Systems of the El Paso Municipal Code and with this section. This system shall, at a minimum, include a panic button located within reach of the cash register and out of view of the customer. Such panic button will generate an alarm signal indicating a hold-up or other life-threatening emergency requiring an emergency response. A convenience store shall have posted at all public entrances and exits signs or decals both in English and Spanish indicating that a security alarm system is in use.

- Drop Safes

An owner shall provide and maintain a drop safe on the premises of the convenience store to keep the amount of cash available to employees to a minimum. A drop safe must be bolted to the floor of the convenience store. A convenience store shall have posted at all public entrances and exits signs or decals in English and Spanish indicating that employees cannot open the safe and that employees have minimum cash on hand.

Requirements for Convenience Stores

- Security Signs

An owner shall provide, post, and maintain security signs in the convenience store. Signs stating in both English and Spanish, “NO SOLICITATION” and “NO TRESPASSING,” in letters at least two (2) inches high must be posted at each public entrance and exit of the convenience store.

- Height Markers

Convenience stores shall install two height markers at the entry and exit doors of the business to aid in the estimation of an individual’s height. These markers will be multi-colored to designate different heights. The markers must be visible and not obstructed by any display or other such covering.

Requirements for Convenience Stores

- Protection of Inventory

An owner, manager, or employee of a convenience store shall secure, lock, block or otherwise mark off goods and inventory not available for sale in such a manner that customers cannot access such items while the store is open for business. When it is not logistically possible to secure and lock the goods or inventory, the owner or operator of a convenience store will block, cover, or mark off goods and inventory not available for sale in such a manner that customers cannot access such items while the store is open for business.



Requirements for Convenience Stores

- Employee Safety Training

An owner shall ensure that safety training is provided for and completed by employees of the convenience store. Each employee of a convenience store shall annually complete a safety-training program approved by the Chief of Police or his designee. The safety training program must include, but is not limited to, the following subjects: (1) Texas Penal Code in reference to Theft and Robbery chapters, (2) basic safety awareness tactics, (3) mental preparation when dealing with a theft, (4) operation of security devices, (5) knowledge of this Chapter and how it pertains to their duties as a store employee, and (6) knowledge of store policies and training requirements. Each employee must complete the safety-training program within ten (10) days after beginning employment with the convenience store. The El Paso Police Department will provide online training and testing for the employees.

Requirements for Convenience Stores

- Trespass Affidavit and Prosecution Statement

An owner of a convenience store shall execute a trespass affidavit and prosecution statement on a form provided by the El Paso Police Department, that authorizes the Police Department to enforce, on behalf of the owner, all applicable trespass laws on the premises of the convenience store. A true and correct copy of the trespass affidavit must be posted at the convenience store in a manner and location so that it is clearly visible to the public at all times.

- Store Visibility

The owner or manager shall provide for and maintain an unobstructed line of sight allowing a clear view of and from the cash register and sales transaction area through all windows and public access doors. Such windows and doors must be clear of all items that would obstruct a clear view, including but not limited to tinting, signage, advertisements, shelving, and merchandise.

Virtual Business and Community Meetings

- On September 29, 2021 and October 1, 2021 Assistant Chief V. Zarur and Officer P. Smith met with the invited convenience store business community virtually.
- Key points of the ordinance were introduced and addressed.
- Between both meetings, 6 members of the business community attended expressing the prospect of an ordinance addressing those issued was much needed, well received and long overdue.
- Community meetings were also held to answer questions, the timeline for implementation and grace period, the definition of a convenience store and the general agreement of the need for the crime prevention measures addressed.

Virtual Regional Community Meetings

- The EPPD PIO announced via local press release.
- 5 Virtual meeting were held on MS Teams. The meeting included A/C Chief Zarur, the Commander of the region being addressed and Officer Smith to offer the perspective of the patrol officer.
- The meetings were each started 6:00 pm and were led by host Sergeant J. Sambrano.

10/5- Northeast Regional Command with Commander J. Inciriaga

10/6- Pebble Hills Regional Command with Commander F. Briones

10/7- Westside Regional Command with Commander S. Lopez

10/12- Central Regional Command with Commander T. Pena

10/13- Mission Valley Regional Command with Commander D. Ramos



Conclusion:

The primary goal is to establish a partnership with the business/community with a crime prevention ordinance.

- Class C citations can be issued on violations
- Suspensions and Revocations - Appeals Process
- Grace period was established and effective date is June 7, 2022

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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-1329, **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, Alfredo Austin, (915) 212-0118

AGENDA LANGUAGE:

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

An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.04 (General provisions and definitions), Section 12.04.040 (Bicycle) of the City Code, to amend, in its entirety, the definition of "Bicycle".

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

AGENDA DATE: November 23, 2021

PUBLIC HEARING DATE: December 7, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Alfredo Austin, Bicycle Program Coordinator,
(915) 212-7002

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 2 – Set the standard for a safe and secure city
7 – Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 2.4 – Improve motorists safety and traffic management solutions
7.3 – Enhance a regional comprehensive transportation system

SUBJECT:

Amending Title 12 (Vehicles and Traffic), Chapter 12.04 (General provisions and definitions), Section 12.04.040 (Bicycle) of the City Code, to amend, in its entirety, the definition of "Bicycle".

BACKGROUND / DISCUSSION:

District 3 Representative, Casandra Hernandez, has requested that an ordinance be drafted amending Title 12 (Vehicles and Traffic), Chapter 12.04 (General Provisions and Definitions), Section 12.04.040 (Bicycle) to reflect changes made to the Texas Transportation Code under H.B No. 3665.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A


HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Streets and Maintenance

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

 11-16-21

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.04 (GENERAL PROVISIONS AND DEFINITIONS), SECTION 12.04.040 (BICYCLE) OF THE CITY CODE, TO AMEND, IN ITS ENTIRETY, THE DEFINITION OF “BICYCLE”.

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

SECTION 1. That Title 12 (Vehicles and Traffic), Chapter 12.04 (General Provisions and Definitions), Section 12.04.040 (Bicycle), is hereby amended, in its entirety, as follows:

“Bicycle” means a device, excluding a moped, that is capable of being ridden solely using human power and has either:

- A. two tandem wheels at least one of which is more than 14 inches in diameter;
- B. three wheels, two of which are in parallel, and at least one of the three wheels is more than 14 inches in diameter; or
- C. any number of wheels and adaptive technology that allows the device to be ridden by a person with a disability.

SECTION 2. Except as herein amended, Title 12 of the City Code remains in full force and effect.

ADOPTED this ____ day of _____, 2021.

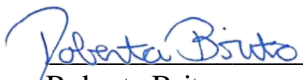
CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

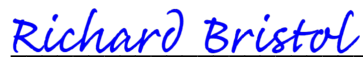
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Richard Bristol, Director
Streets and Maintenance Department



Ordinance Amendment 12.04.040 – Definition of “Bicycle”

Alfredo Austin, Bicycle Program Coordinator

1st Reading – November 23rd, 2021

Public Hearing – December 7th, 2021

All Districts





Goal 2 – SET THE STANDARD FOR A SAFE AND SECURE CITY

2.4 Improve motorist safety and traffic management solutions

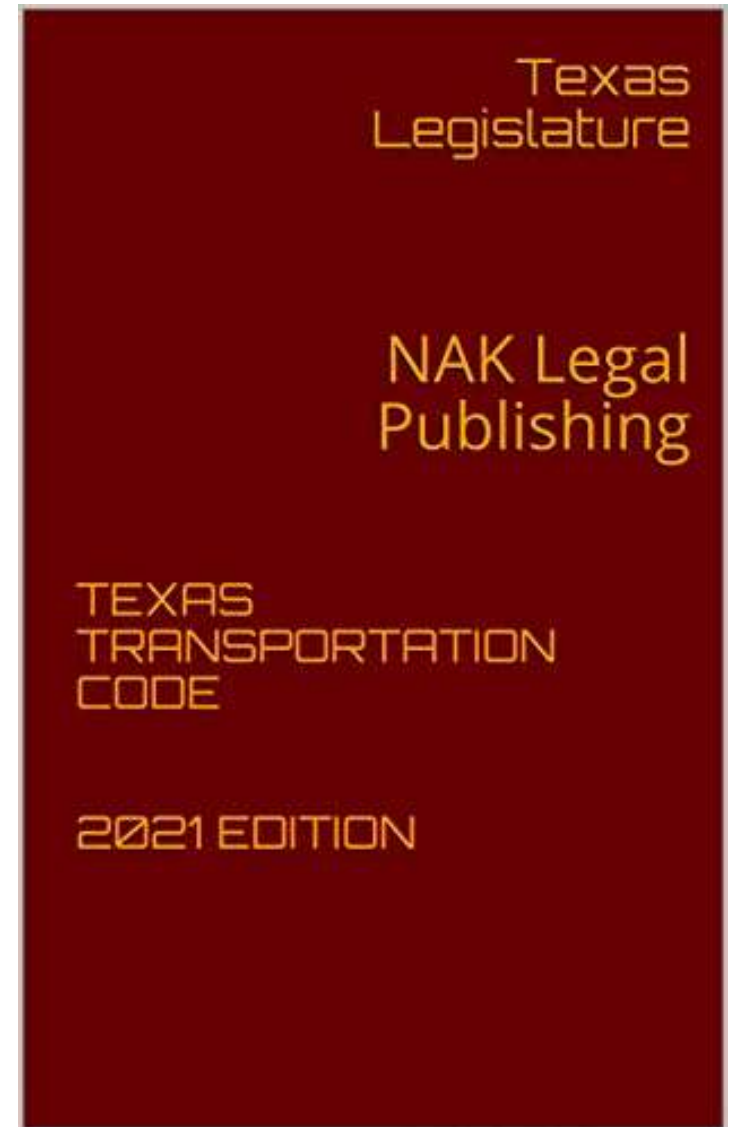
Goal 7 – ENHANCE AND SUSTAIN EL PASO'S INFRASTRUCTURE NETWORK

7.3 – implement improvements and activate programming that support and promote multimodal transportation (2.0)



Texas Transportation Code

- Updated September 1, 2021
- Title 7.C.541.201.2.A-C
- Acts 2021, 87th Leg., R.S., Ch. 721 (H.B. [3665](#)), Sec. 1, eff. September 1, 2021.



Ordinance Amendment – [12.04.040](#) - Definition of “Bicycle”

Amend:

"Bicycle" means every device propelled by human power upon which any person may ride, having two tandem wheels either of which is more than fourteen inches in diameter.

To Read:

"Bicycle" means a device, excluding a moped, that is capable of being ridden solely using human power and has either:

- (A) two tandem wheels at least one of which is more than 14 inches in diameter;
- (B) three wheels, two of which are in parallel, and at least one of the three wheels is more than 14 inches in diameter; or
- (C) any number of wheels and adaptive technology that allows the device to be ridden by a person with a disability.



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,
Responsabilidad, **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 #: 21-1269, **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. PZST21-00012, to allow for a television and radio broadcasting antennae on the property described as a portion of Lot 1, Block 2, Pellicano Commercial Unit Three, 12285 Pellicano Drive, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.700 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 12285 Pellicano Drive

Applicant: Montoya Oak Business Park, LP

PZST21-00012

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM
(REVISED)

AGENDA DATE: November 9, 2021
PUBLIC HEARING DATE: December 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. PZST21-00012, to allow for a television and radio broadcasting antennae on the property described as a portion of Lot 1, Block 2, Pellicano Commercial Unit Three, 12285 Pellicano Drive, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.700 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 12285 Pellicano Drive
Applicant: Montoya Oak Business Park, LP
PZST21-00012

BACKGROUND / DISCUSSION:

The applicant is requesting a special permit to allow for the placement of one ground-mounted and one roof-mounted television-broadcasting receiving antenna in a C-4 (Commercial) zone district as required by El Paso City Code Section 20.10.700 TV and radio broadcasting antennae. The City Plan Commission recommended 9-0 to approve the proposed special permit on November 4, 2021. As of November 24, 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? X 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. PZST21-00012, TO ALLOW FOR A TELEVISION AND RADIO BROADCASTING ANTENNAE ON THE PROPERTY DESCRIBED AS A PORTION OF LOT 1, BLOCK 2, PELLICANO COMMERCIAL UNIT THREE, 12285 PELLICANO DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.10.700 OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, Montoya Oak Business Park, LP, has applied for a Special Permit under Section 20.04.320 of the El Paso City Code to allow for a television and radio broadcasting antennae; and,

WHEREAS, the Section 20.10.700 allows for a television and radio broadcasting antennae by Special Permit; and,

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

WHEREAS, the City Plan Commission has recommended approval of the subject Special Permit; and

WHEREAS, the subject Special Permit has been submitted to the City Council of the City of El Paso for review and approval; and

WHEREAS, the City Council of the City of El Paso finds that the application conforms to all requirements of Section 20.04.320 of the El Paso City Code.

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

1. That the property described as follows, is in a **C-4 (Commercial)** Zone District: *A portion of Lot 1, Block 2, Pellicano Commercial Unit Three, 12285 Pellicano Drive, City of El Paso, El Paso County, Texas*; and as more particularly described by metes and bounds on the attached Exhibit "A"; and,
2. That the City Council hereby grants a Special Permit under Section 20.04.320 of the El Paso City Code to allow for a television and radio broadcasting antennae, 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-4 (Commercial)** District regulations and is subject to the approved Detailed Site Development Plan, attached hereto as Exhibit "B", signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as Exhibit "B" and is incorporated herein by reference for all purposes; and,

ORDINANCE NO. _____

21-1007-2805 | 1125027

Special Permit Ordinance | PZST21-00012 | 12285 Pellicano

WNV

Special Permit No. PZST21-00012

4. That if at any time the Applicant fails to comply with any of the requirements of this Ordinance, **Special Permit No. PZST21-00012** 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 Leeson
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

AGREEMENT

Montoya Oak Business Park, LP., (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-4 (Commercial)** District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 28 day of October, 2021.

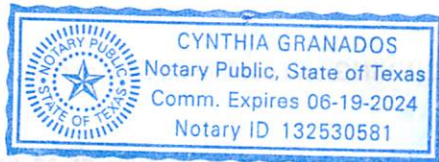
OWNER:

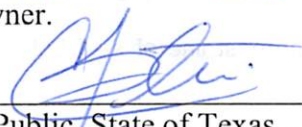

Montoya Oak Business Park, LP.

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 28 day of October, 2021, by **Montoya Oak Business Park, LP.**, as property owner.




Notary Public, State of Texas

Cynthia Granados
Printed or Typed Name

My Commission Expires:

06-19-2024

ORDINANCE NO. _____

21-1007-2805 | 1125027

Special Permit Ordinance | PZST21-00012 | 12285 Pellicano

WNV

Special Permit No. PZST21-00012

LEGAL DESCRIPTION

BEING a tract of land situated in the O. A. Danielson Survey, Abstract No. 311, City of El Paso, El Paso County, Texas, being part of Lot 1, Block 2, Pellicano Commercial Unit Three, an addition to the City of El Paso, Texas according to the plat recorded in Volume 75, Page 15 of the Plat Recorded of El Paso, Texas, and being all of the called 6.2790 acre tract of land described in Special Warranty Deed to Montoya Oak Business Park, LP recorded in Instrument No. 20180095999 of the Official Public Records of El Paso County, Texas, and being more particularly described as follows:

BEGINNING at a point in the north right-of-way line of Pellicano Drive (120-foot wide right-of-way); from said point the southeast corner of said Lot 1, Block 2 bears North 89°57'25" East, a distance of 373.52 feet;

THENCE South 89°57'25" West, along the said north right-of-way line of Pellicano Drive, a distance of 36.00 feet to a point for corner;

THENCE departing the said north right-of-way line of Pellicano Drive, North 00°02'35" West, a distance of 181.00 feet to a point for corner;

THENCE the following three (3) calls:

South 89°57'25" West, a distance of 63.80 feet to a point for corner;

North 00°05'42" East, a distance of 261.14 feet to a point for corner;

North 89°54'18" West, a distance of 190.00 feet to a point for corner in the east right-of-way line of Bob Hope Drive (90-foot wide right-of-way);

THENCE North 00°05'42" East, along the said east right-of-way line of Bob Hope Drive, a distance of 217.00 feet to a point for the northwest corner of said Lot 1, Block 2;

THENCE South 89°54'18" East, along the north line of said Lot 1, Block 2, a distance of 662.17 feet to a point for the northeast corner of said Lot 1, Block 1;

THENCE South 00°02'35" East, along the east line of said Lot 1, Block 2, a distance of 477.00 feet to a point for corner;

THENCE departing the east line of said Lot 1, Block 2, South 89°57'25" West, a distance of 373.52 feet to a point for corner;

THENCE South 00°02'35" East, a distance of 181.00 feet to the **POINT OF BEGINNING** and containing 6.28 acres of land, more or less.

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or established interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

NOTES:

The bearings for this survey are based on a bearings of Lot 1, Block 2, Pellicano Commercial Unit Three, an addition to the City of El Paso, Texas according to the plat recorded in Volume 75, Page 15 of the Plat Recorded of El Paso, Texas.

M.C. Billingsley 10/28/21
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



ZONING EXHIBIT
 PART OF LOT 1, BLOCK 2,
 PELLICANO COMMERCIAL UNIT THREE
 O. A. DANIELSON SURVEY, ABSTRACT NO. 311
 CITY OF EL PASO, EL PASO COUNTY, TEXAS

Kimley»Horn

801 Cherry Street, Unit 11, # 1300
 Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511
 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JBH	MCB	10/28/2021	064555900	1 OF 1



PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
DETAILED SITE DEVELOPMENT PLAN
APPROVED BY CITY COUNCIL

DATE

APPLICANT

EXECUTIVE SECRETARY, CITY PLAN COMMISSION

CITY MANAGER

SITE SUMMARY

LEGAL DESCRIPTION:
2 PELICANO COMMERCIAL #3 (EXC SWLY & SELY PTS)
CITY OF EL PASO, EL PASO COUNTY, TEXAS

ZONING = C4 - NO SPECIAL CONTRACT
DEVELOPMENT AREA = 273,513 SF, 6.219 AC +/-
FRONTAGE DISTANCE = 217 FT. ALONG BOB HOPE
FRONTAGE DISTANCE = 36.0 FT. ALONG PELICANO

SETBACKS (BASED ON C4 ZONING):
FRONT YARD = 0
SIDE YARD = 5
SIDE YARD W/ SIDE STREET = 10 FEET
REAR YARD = 25 FEET

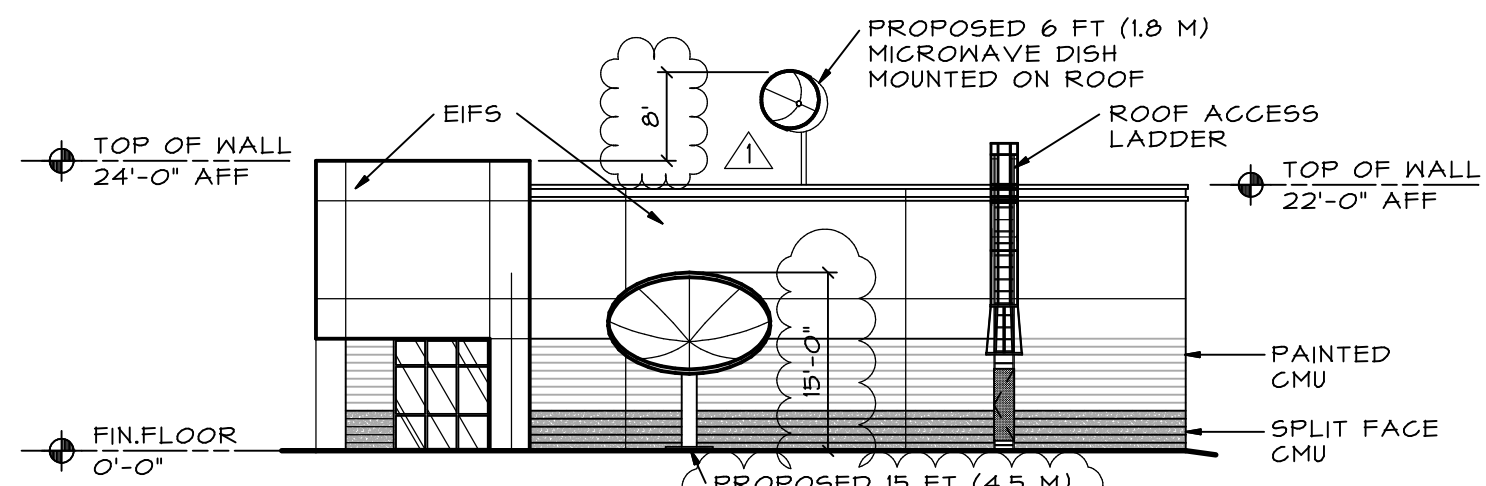
PARKING:
MASTER PLAN: SHELL BUILDINGS "A", "B", "C", & "D"
TOTAL BUILDING: 57,400 GSF
ASSUME 25% OFFICE & 75% WAREHOUSE
OFFICE AREA = 57,400 X 25% = 14,350 GSF
WAREHOUSE AREA = 57,400 X 75% = 43,050 GSF
MIN. PARKING: OFFICE @ 1/480 = 30 SPACES
WAREHOUSE @ 1/480 = 90 SPACES
TOTAL ON-SITE PARKING REQUIRED = 120 SPACES

MAX. PARKING: OFFICE @ 1/400 = 36 SPACES
WAREHOUSE @ 1/400 = 108 SPACES
TOTAL MAXIMUM ON-SITE PARKING = 144 SPACES

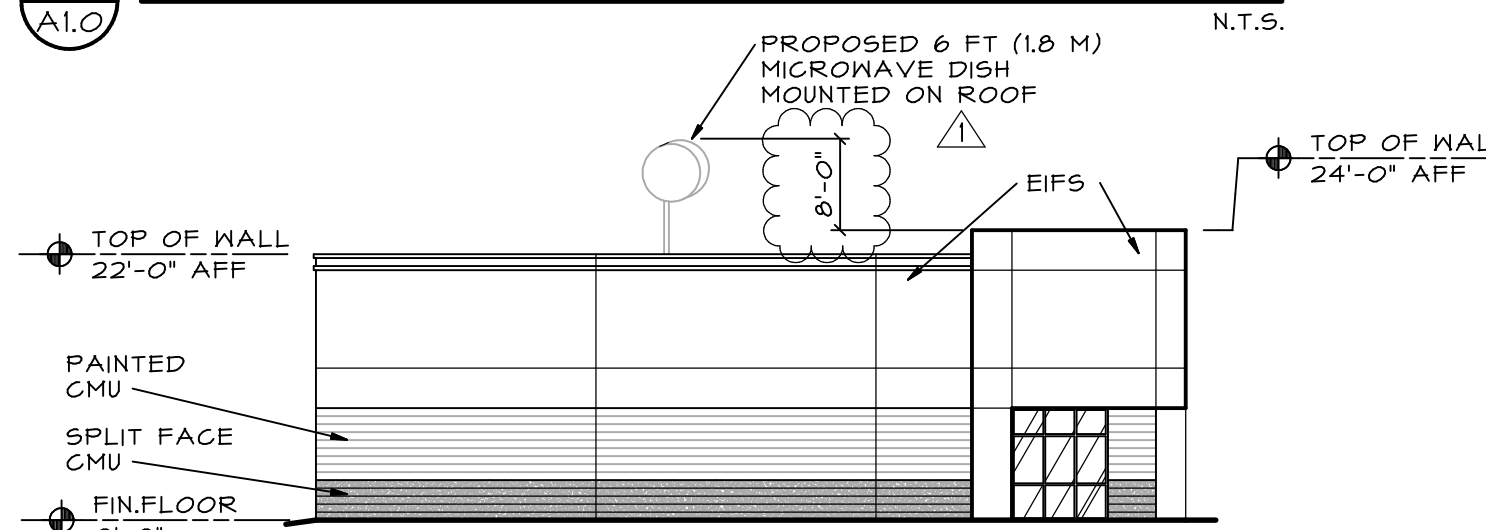
PARKING PROVIDED:
178 STANDARD SPACES INCLUDING
8 ACCESSIBLE SPACES
BICYCLE PARKING: 4 BIKE RACKS PROVIDED

LANDSCAPE:
REQUIRED LANDSCAPE = 273,513 S.F. - 57,400 S.F. X 15% = 32,400 S.F.
LANDSCAPE PROVIDED = +/- 60,300 S.F.

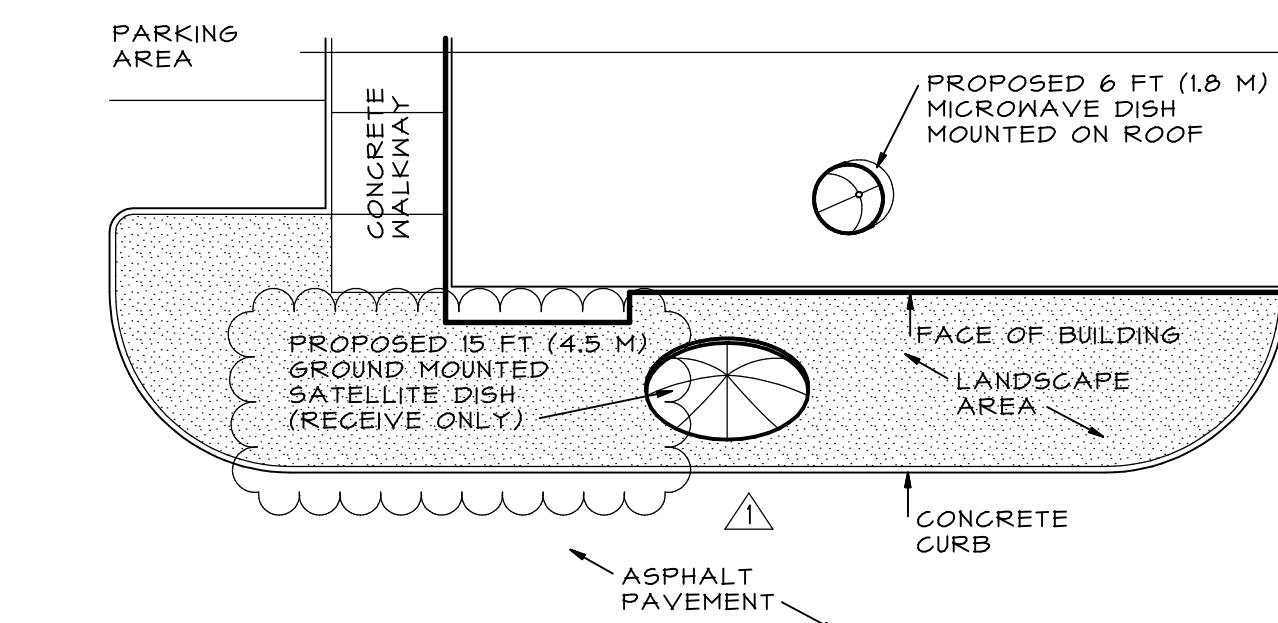
4 A.I.O. BUILDING 'C' FRONT ELEVATION (WEST)



3 A.I.O. BUILDING 'C' SIDE ELEVATION (SOUTH)



2 A.I.O. BUILDING 'C' SIDE ELEVATION (NORTH)



1 A.I.O. BUILDING 'C' PARTIAL PLAN

NOTE: SATELLITE LOCATION SHOWN IS APPROXIMATE. FINAL WILL BE FIELD COORDINATED

5 A.I.O. EXISTING BUILDING 'A'



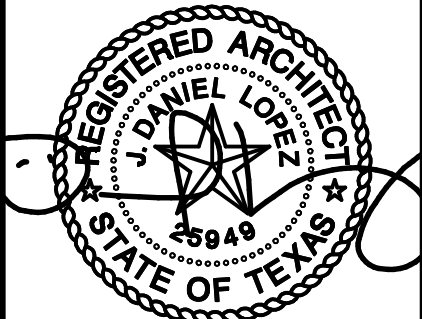
6 A.I.O. EXISTING BUILDING 'B'



EXHIBIT "B"

tectonic

Tectonic Architecture LLC
118 Mesa Park Ste. 100
El Paso, Texas 79912
915.472.8995
daniel@tectonicarch.com



9/22/2021

DETAIL SITE DEVELOPMENT PLAN
NORTHERN VIEW BUSINESS PARK
12285 PELICANO DR.
EL PASO, TEXAS 79936

REVISIONS
PLAN REVIEW
COMMENTS: 9/22/2021

AUGUST 2021

DETAILED SITE
DEVELOPMENT
PLAN

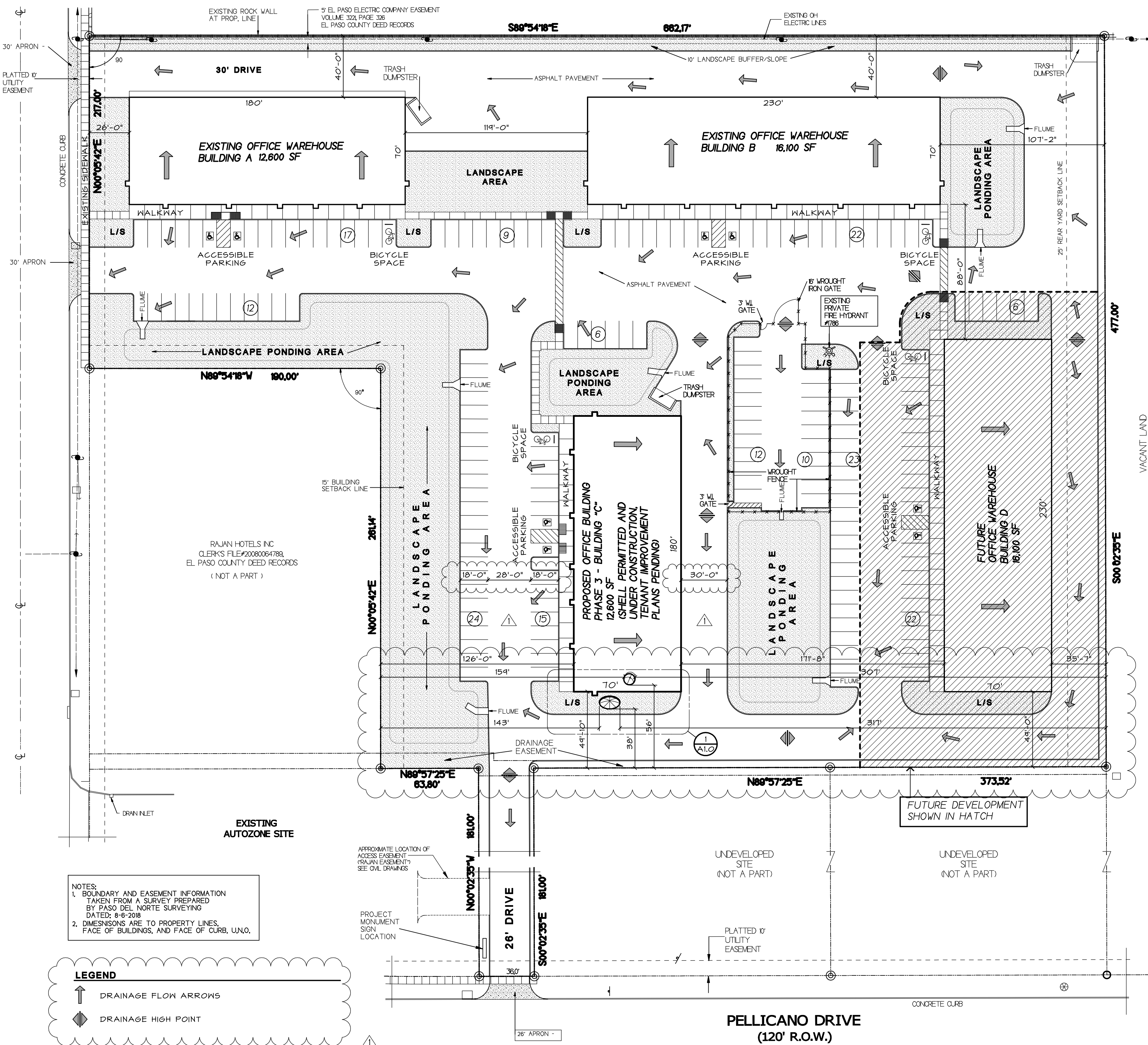
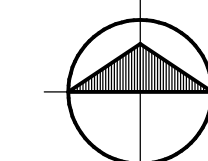
A1.0R

REVISION #1

LEGEND

- DRAINAGE FLOW ARROWS
- DRAINAGE HIGH POINT

SITE PLAN



NOTES:
1. BOUNDARY AND EASEMENT INFORMATION
TAKEN FROM A SURVEY PREPARED
BY PASO DEL NORTE SURVEYING
DATED: 8-6-2018
2. DIMENSIONS ARE TO PROPERTY LINES,
FACE OF BUILDINGS, AND FACE OF CURB, UNO.

EXISTING
AUTOZONE SITE

APPROXIMATE LOCATION OF
ACCESS EASEMENT
(RAIN EASEMENT)
SEE CIVIL DRAWINGS

PROJECT
MONUMENT
SIGN
LOCATION

PELLICANO DRIVE
(120' R.O.W.)

1" = 40'-0"

02/44/4444



Satellite

600 N Marquette Rd.
Prairie du Chien, WI 53821
PH: 1-608-326-8406

DH Test Data

Tested with A1 Turbo S2

103
3220
4.2m
DH Ant

Proof of Performance

Filename : 42NO3220.103H
Date: 09/05/2012
Time: 16:51:39
Location:
Technician:
Notes:
Level: dBm

FieldGuide: North American V 1.99
Software: 1.19
Model: TURBO S2
Serial: 1674529
LNB Model: LO=5.150 3.4-4.2
Region: NE Continental US
Switch: None

Satellite: 103.0 West / AMC1

Tran	Dnlink MHz	Freq MHz	Error MHz	Pol	Mod Type	Code Rate	Symbol Rate	Level dbm	IRD SiqQ	C/N db	Eb/No dB	Es/No dB	Lock Status	LNB Volts	LNB mA
B2A1	3760.040	1389.960	-0.035	Err	DvbS2	8-3/4I	29999	-28.9	99	15.0	14.5	16.3	LOCK	17.9	210
5 ID	3800.080	1349.920	-0.010	Err	DC2	7/8	29270	-27.1	99	14.9	14.4	16.2	LOCK	17.9	210
7	3840.000	1310.000	-0.086	Err	Dvb-S	3/4	26681	-27.4	100	15.5	15.0	16.8	LOCK	17.9	210
7	3840.080	1309.920	0.015	Err	Dvb-S	3/4	26681	-27.3	100	15.5	15.0	16.8	LOCK	17.9	210
10	3906.576	1243.424	0.014	Err	Dvb-S	3/4	6510	-32.2	96	13.4	12.9	14.7	LOCK	17.9	210
11	3915.072	1234.928	0.015	Err	Dvb-S	2/3	4410	-32.6	96	13.5	13.0	14.8	LOCK	17.9	210
10	3920.224	1229.776	0.014	Err	Dvb-S	5/6	3140	-34.3	91	12.0	11.5	13.3	LOCK	17.9	210
10	3924.224	1225.776	-0.010	Err	Dvb-S	5/6	2734	-35.3	95	12.7	12.2	14.0	LOCK	17.9	210
B2B1	3927.508	1222.492	-0.059	Err	DvbS2	Q-3/4	2450	-40.3	95	12.8	12.3	14.1	LOCK	17.9	210
K1A1	3960.052	1189.948	-0.007	Err	DvbS2	8-5/6	30000	-27.7	99	15.0	14.5	16.3	LOCK	17.9	210
15	4040.068	1109.932	0.015	Err	Dvb-S	3/4	26681	-25.4	101	15.9	15.4	17.2	LOCK	17.9	210
17	4040.000	1110.000	-0.073	Err	Dvb-S	3/4	26681	-25.3	101	15.8	15.3	17.1	LOCK	17.9	210
G1A1	4073.568	1076.432	0.000	Err	Dvb-S	.	3000	-33.1	.	0.0	.	.	Unlock	17.9	210
19	4081.068	1068.932	0.015	Err	Dvb-S	3/4	7230	-31.6	97	13.9	13.4	15.2	LOCK	17.9	210
B	4089.952	1060.048	-0.006	Err	DvbS2	8-2/3	5923	-33.7	99	15.3	14.8	16.6	LOCK	17.9	210
21	4120.000	1030.000	-0.056	Err	DvbS2	8-3/4I	30000	-26.8	99	14.9	14.4	16.2	LOCK	17.9	210
21	4120.044	1029.956	-0.013	Err	DvbS2	8-3/4I	30000	-26.7	99	14.9	14.4	16.2	LOCK	17.9	210

Proof of Performance

Filename : 42NO3220.103V
Date: 09/05/2012
Time: 16:51:39
Location:
Technician:
Notes:
Level: dBm

FieldGuide: North American V 1.99
Software: 1.19
Model: TURBO S2
Serial: 1674529
LNB Model: LO=5.150 3.4-4.2
Region: NE Continental US
Switch: None

Satellite: 103.0 West / AMC1

Tran	Dnlink MHz	Freq MHz	Error MHz	Pol	Mod Type	Code Rate	Symbol Rate	Level dbm	IRD SiqQ	C/N db	Eb/No dB	Es/No dB	Lock Status	LNB Volts	LNB mA
2	3740.000	1410.000	-0.097	Err	Dvb-S	7/8	29270	-26.2	98	14.5	14.0	15.8	LOCK	17.9	210
2	3740.088	1409.912	0.015	Err	Dvb-S	7/8	29270	-26.2	98	14.5	14.0	15.8	LOCK	17.9	210
6	3820.000	1330.000	-0.093	Err	DC2	3/4	29270	-25.5	100	17.4	16.9	18.7	LOCK	17.9	210
6 ID	3820.084	1329.916	0.014	Err	DC2	3/4	29270	-25.3	100	17.3	16.8	18.6	LOCK	17.9	210
8	3860.068	1289.932	-0.004	Err	DvbS2	8-5/6	30000	-27.9	100	15.4	14.9	16.7	LOCK	17.9	210
B2D1	3891.044	1258.956	-0.029	Err	DvbS2	8-2/3	9092	-34.8	100	15.5	15.0	16.8	LOCK	17.9	210
B2E1	3913.544	1236.456	0.000	Err	Dvb-S	.	6400	-45.6	.	0.0	.	.	Unlock	17.9	210
12	3940.076	1209.924	-0.010	Err	DC2	7/8	29270	-25.0	100	15.6	15.1	16.9	LOCK	17.9	210
13	3980.076	1169.924	0.015	Err	Dvb-S	7/8	26666	-24.9	100	17.3	16.8	18.6	LOCK	17.9	210
18	4060.072	1089.928	0.000	Err	DC2	.	29270	-35.6	.	0.0	.	.	Unlock	17.9	210
20	4091.068	1058.932	0.015	Err	Dvb-S	3/4	14035	-29.9	98	14.4	13.9	15.7	LOCK	17.9	210
B2I1	4109.044	1040.956	-0.032	Err	Dvb-S	3/4	14029	-31.3	96	13.5	13.0	14.8	LOCK	17.9	210
24	4196.064	953.936	0.014	Err	Dvb-S	2/3	2894	-34.0	100	16.8	16.3	18.1	LOCK	17.9	210

103
3220
4.5m
DH Ant

Proof of Performance

Filename : 453220.103HMD
Date: 09/07/2012
Time: 13:45:06
Location:
Technician:
Notes:
Level: dBm

FieldGuide: North American V 1.99
Software: 1.19
Model: TURBO S2
Serial: 1674529
LNB Model: LO=5.150 3.4-4.2
Region: NE Continental US
Switch: None

Satellite: 103.0 West / AMC1

Tran	Dnlink MHz	Freq MHz	Error MHz	Pol	Mod Type	Code Rate	Symbol Rate	Level dbm	IRD SiqQ	C/N db	Eb/No dB	Es/No dB	Lock Status	LNB Volts	LNB mA
B2A1	3760.040	1389.960	-0.037	Err	DvbS2	8-3/4I	29999	-28.1	101	15.8	15.3	17.1	LOCK	17.9	210
5 ID	3800.080	1349.920	-0.011	Err	DC2	7/8	29270	-26.1	100	15.5	15.0	16.8	LOCK	17.9	210
7	3840.000	1310.000	-0.087	Err	Dvb-S	3/4	26681	-26.0	100	16.6	16.1	17.9	LOCK	17.9	210
7	3840.080	1309.920	0.014	Err	Dvb-S	3/4	26681	-26.0	100	16.7	16.2	18.0	LOCK	17.9	210
10	3906.576	1243.424	0.015	Err	Dvb-S	3/4	6510	-30.7	97	14.0	13.5	15.3	LOCK	17.9	210
11	3915.072	1234.928	0.014	Err	Dvb-S	2/3	4410	-31.6	96	13.4	12.9	14.7	LOCK	17.9	210
10	3920.224	1229.776	0.015	Err	Dvb-S	5/6	3140	-33.0	94	12.6	12.1	13.9	LOCK	17.9	210
10	3924.224	1225.776	-0.011	Err	Dvb-S	5/6	2734	-33.6	96	13.6	13.1	14.9	LOCK	17.9	210
B2B1	3927.508	1222.492	-0.061	Err	DvbS2	Q-3/4	2450	-39.1	97	14.0	13.5	15.3	LOCK	17.9	210
K1A1	3960.052	1189.948	-0.013	Err	DvbS2	8-5/6	30000	-27.4	100	15.5	15.0	16.8	LOCK	17.9	210
15	4040.068	1109.932	0.014	Err	Dvb-S	3/4	26681	-24.3	100	16.8	16.3	18.1	LOCK	17.9	210
17	4040.000	1110.000	-0.075	Err	Dvb-S	3/4	26681	-24.3	100	16.8	16.3	18.1	LOCK	17.9	210
G1A1	4073.568	1076.432	0.000	Err	Dvb-S	.	3000	-38.1	.	0.0	.	.	Unlock	17.9	210
19	4081.068	1068.932	0.014	Err	Dvb-S	3/4	7230	-31.4	98	14.4	13.9	15.7	LOCK	17.9	210
B	4089.952	1060.048	-0.007	Err	DvbS2	8-2/3	5923	-33.3	99	15.2	14.7	16.5	LOCK	17.9	210
21	4120.000	1030.000	-0.057	Err	DvbS2	8-3/4I	30000	-25.6	100	15.6	15.1	16.9	LOCK	17.9	210
21	4120.044	1029.956	-0.012	Err	DvbS2	8-3/4I	30000	-25.6	100	15.7	15.2	17.0	LOCK	17.9	210

Proof of Performance

Filename : 453D0.103VMD
Date: 09/07/2012
Time: 13:45:06
Location:
Technician:
Notes:
Level: dBm

FieldGuide: North American V 1.99
Software: 1.19
Model: TURBO S2
Serial: 1674529
LNB Model: LO=5.150 3.4-4.2
Region: NE Continental US
Switch: None

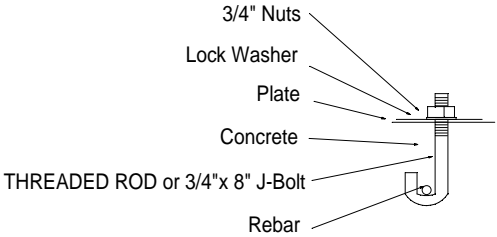
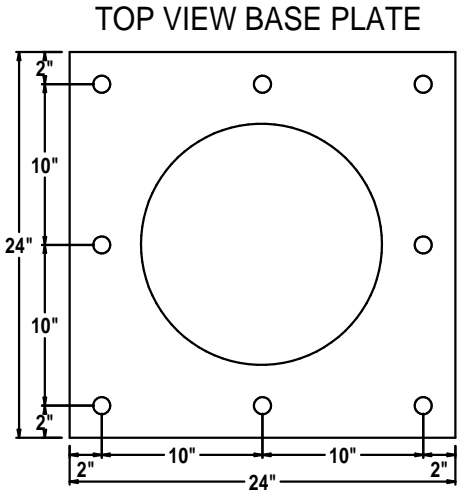
Satellite: 103.0 West / AMC1

Tran	Dnlink MHz	Freq MHz	Error MHz	Pol	Mod Type	Code Rate	Symbol Rate	Level dbm	IRD SiqQ	C/N db	Eb/No dB	Es/No dB	Lock Status	LNB Volts	LNB mA
2	3740.000	1410.000	-0.100	Err	Dvb-S	7/8	29270	-25.4	97	14.1	13.6	15.4	LOCK	17.9	210
2	3740.088	1409.912	-0.012	Err	Dvb-S	7/8	29270	-25.5	97	14.1	13.6	15.4	LOCK	17.9	210
6	3820.000	1330.000	-0.095	Err	DC2	3/4	29270	-24.8	100	17.6	17.1	18.9	LOCK	17.9	210
6 ID	3820.084	1329.916	-0.012	Err	DC2	3/4	29270	-24.9	100	17.6	17.1	18.9	LOCK	17.9	210
8	3860.068	1289.932	-0.013	Err	DvbS2	8-5/6	30000	-27.9	100	15.7	15.2	17.0	LOCK	17.9	210
B2D1	3891.044	1258.956	-0.031	Err	DvbS2	8-2/3	9092	-34.6	100	16.4	15.9	17.7	LOCK	17.9	210
B2E1	3913.544	1236.456	0.000	Err	Dvb-S	.	6400	-33.6	.	0.0	.	.	Unlock	17.9	210
12	3940.076	1209.924	-0.012	Err	DC2	7/8	29270	-24.5	100	15.4	14.9	16.7	LOCK	17.9	210
13	3980.076	1169.924	-0.010	Err	Dvb-S	7/8	26666	-24.1	100	17.7	17.2	19.0	LOCK	17.9	210
18	4060.072	1089.928	0.000	Err	DC2	.	29270	-34.8	.	0.0	.	.	Unlock	17.9	210
20	4091.068	1058.932	-0.011	Err	Dvb-S	3/4	14035	-28.6	100	15.7	15.2	17.0	LOCK	17.9	210
B2I1	4109.044	1040.956	0.000	Err	Dvb-S	.	14029	-39.3	.	0.0	.	.	Unlock	17.9	210
24	4196.064	953.936	0.014	Err	Dvb-S	2/3	2894	-34.6	100	16.8	16.3	18.1	LOCK	17.9	210

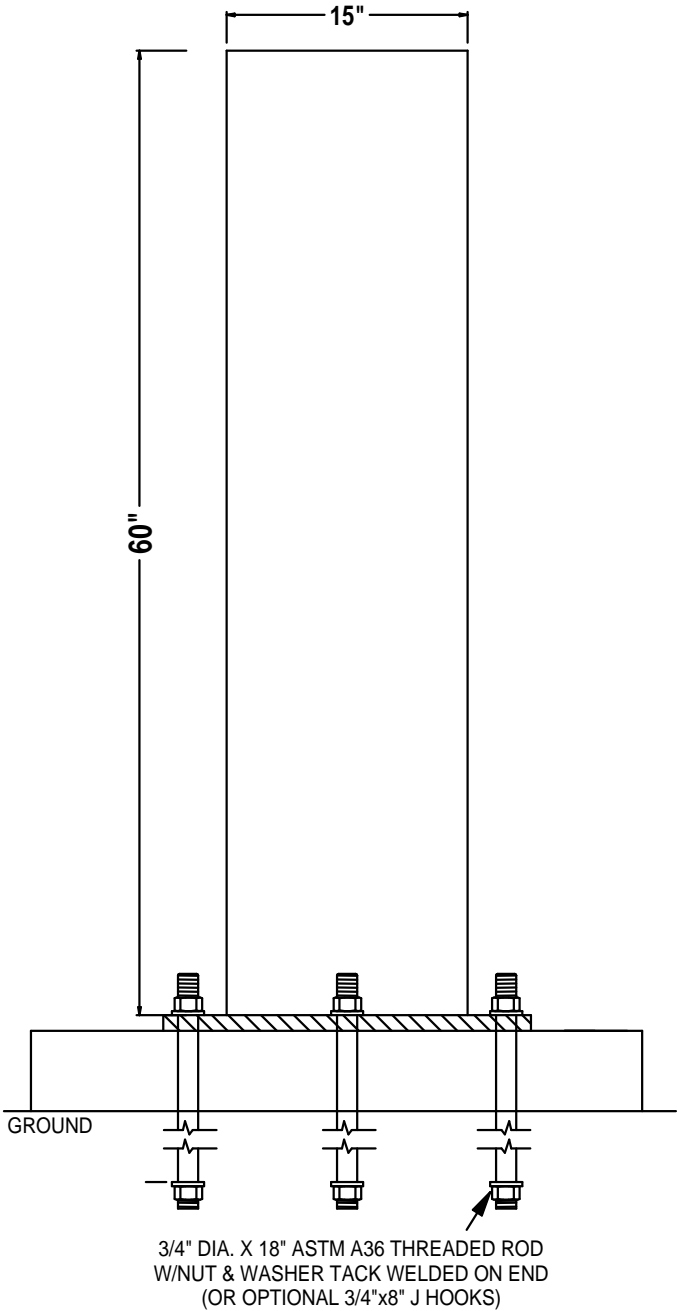
GIBRALTER BASE PADS

90 MPH REQUIRED FOUNDATION SIZE BASED ON SOIL CONDITION		
LATERAL SOIL BEARING= 400 PSF/FT ALLOWABLE FOUNDATION PRESSURE= 4,000 PSF		
Dish Size(in meters)	SONOTUBE DIMENSIONS	SQUARE PAD
3.0	3.5' DIA. X 4'-4" deep	3'-5" x 3'-5" x 3'-7" deep
3.7	3.5' DIA. X 4'-8" deep	4'-0" x 4'-0" x 4'-0" deep
3.8	3.5' DIA. X 5'-0" deep	4'-2" x 4'-2" x 4'-0" deep
4.2	3.5' DIA. X 5'-6" deep	4'-6" x 4'-6" x 4'-3" deep
4.5	3.5' DIA. X 5'-8" deep	4'-6" x 4'-6" x 4'-5" deep
5.0	3.5' DIA. X 6'-3" deep	5'-0" x 5'-0" x 4'-7" deep

*IF SOIL TYPE DOES NOT MATCH SOIL TYPE DESCRIBED, THE FOUNDATION SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL ENGINEER OR BUILDING OFFICIAL *

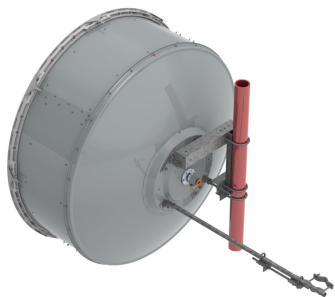


5-7 #3 REBAR USED IN FOOTINGS
REBAR DISTRIBUTED EVENLY IN TWO DIRECTIONS
CENTER OF REBAR SHOULD BE 2" ABOVE BOTTOM OF PAD
OUTSIDE OF BARS SHOULD BE 3" FROM EDGE OF PAD



DH SATELLITE
GIBRALTER BASE PADS
12-19-13
GIBRALTER BASE PADS

HX6-11W



1.8m | 6ft ValuLine® High Performance, High XPD Antenna, dual-polarized, 10.000 – 11.700 GHz

Product Classification

Product Type	Microwave antenna
Product Brand	ValuLine®

General Specifications

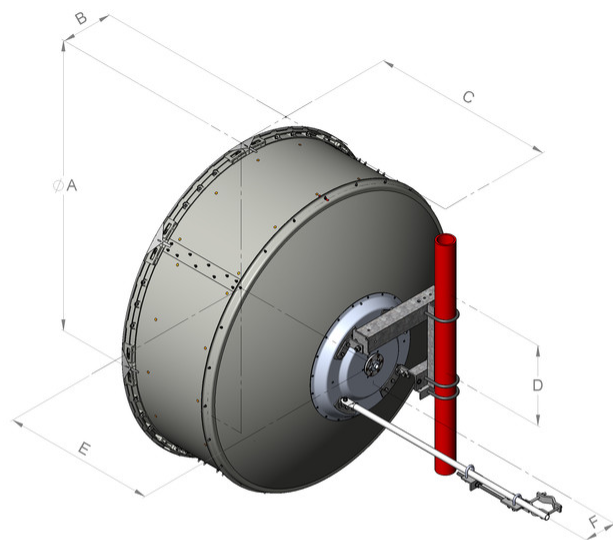
Antenna Type	HX - ValuLine® High Performance, High XPD Antenna, dual-polarized
Polarization	Dual
Side Struts, Included	1
Side Struts, Optional	1

Dimensions

Diameter, nominal	1.8 m 6 ft
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HX6-11W

Antenna Dimensions and Mounting Information



Antenna size, ft (m)	Dimensions in inches (mm)					
	A	B	C	D	E	F
6 (1.8)	74.8 (1899)	13.4 (340)	47.5 (1206)	20.9 (530)	39.4 (1001)	8.4 (214)

Electrical Specifications

Operating Frequency Band	10.000 – 11.700 GHz
Gain, Low Band	42.9 dBi
Gain, Mid Band	43.6 dBi
Gain, Top Band	44.3 dBi
Boresite Cross Polarization Discrimination (XPD)	33 dB
Front-to-Back Ratio	76 dB
Beamwidth, Horizontal	1 °
Beamwidth, Vertical	1 °
Return Loss	26 dB

Philip Tiwe

HX6-11W

VSWR	1.1
Radiation Pattern Envelope Reference (RPE)	7378 7401
Electrical Compliance	ACMA FX03_10a ACMA FX03_11a Canada SRSP 310.5 Canada SRSP 310.7 Part A Canada SRSP 310.7 Part B ETSI 302 217 Class 3 US FCC Part 101A
Cross Polarization Discrimination (XPD) Electrical Compliance	ETSI EN 302217 XPD Category 2

Mechanical Specifications

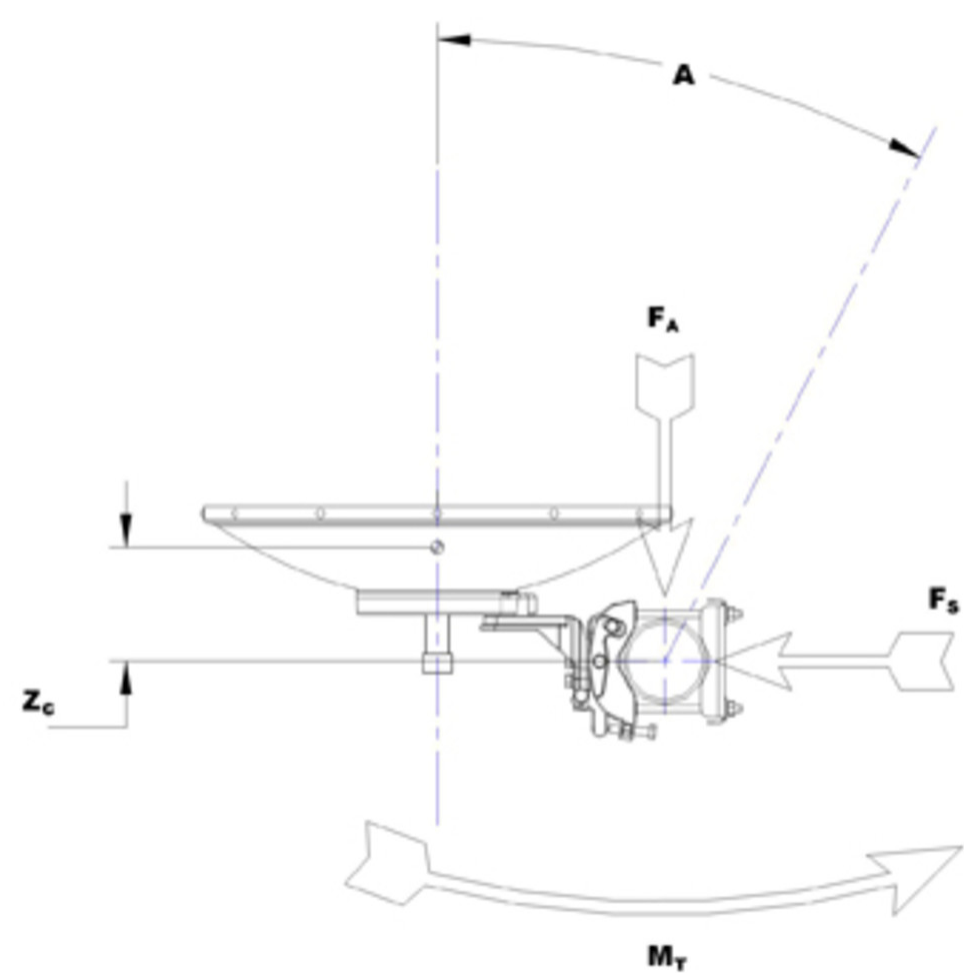
Compatible Mounting Pipe Diameter	115 mm–120 mm 4.5 in–4.7 in
Fine Azimuth Adjustment Range	±15°
Fine Elevation Adjustment Range	±5°
Wind Speed, operational	180 km/h 111.847 mph
Wind Speed, survival	200 km/h 124.274 mph

Wind Forces at Wind Velocity Survival Rating

Axial Force (FA)	6960 N 1,564.671 lbf
Angle a for MT Max	-130 °
Side Force (FS)	1566 N 352.051 lbf
Twisting Moment (MT)	3923 N-m 34,721.477 in lb
Force on Inboard Strut Side	4075 N 916.097 lbf
Zcg without Ice	363 mm 14.291 in
Zcg with 1/2 in (12 mm) Radial Ice	541 mm 21.299 in
Weight with 1/2 in (12 mm) Radial Ice	237 kg 522.495 lb

HX6-11W

Wind Forces at Wind Velocity Survival Rating Image



Packaging and Weights

Weight, net 75 kg | 165.346 lb

Regulatory Compliance/Certifications

Agency	Classification
ISO 9001:2015	Designed, manufactured and/or distributed under this quality management system



* Footnotes

Wind Speed, operational For VHLP(X), SHP(X), HX and USX antennas, the wind speed

Wind Speed, survival

where the maximum antenna deflection is 0.3 x the 3 dB beam width of the antenna. For other antennas, it is defined as a deflection is equal to or less than 0.1 degrees.

The maximum wind speed the antenna, including mounts and radomes, where applicable, will withstand without permanent deformation. Realignment may be required. This wind speed is applicable to antenna with the specified amount of radial ice.

Operating Frequency Band

Bands correspond with CCIR recommendations or common allocations used throughout the world. Other ranges can be accommodated on special order.

Gain, Mid Band

For a given frequency band, gain is primarily a function of antenna size. The gain of Andrew antennas is determined by either gain by comparison or by computer integration of the measured antenna patterns.

Boresite Cross Polarization Discrimination (XPD)

The difference between the peak of the co-polarized main beam and the maximum cross-polarized signal over an angle twice the 3 dB beamwidth of the co-polarized main beam.

Front-to-Back Ratio

Denotes highest radiation relative to the main beam, at $180^\circ \pm 40^\circ$, across the band. Production antennas do not exceed rated values by more than 2 dB unless stated otherwise.

Return Loss

The figure that indicates the proportion of radio waves incident upon the antenna that are rejected as a ratio of those that are accepted.

VSWR

Maximum; is the guaranteed Peak Voltage-Standing-Wave-Ratio within the operating band.

Radiation Pattern Envelope Reference (RPE)

Radiation patterns define an antenna's ability to discriminate against unwanted signals. Under still dry conditions, production antennas will not have any peak exceeding the current RPE by more than 3dB, maintaining an angular accuracy of $\pm 1^\circ$ throughout

Cross Polarization Discrimination (XPD) Electrical Compliance

The difference between the peak of the co-polarized main beam and the maximum cross-polarized signal over an angle twice the 3 dB beamwidth of the co-polarized main beam.

Axial Force (FA)

Maximum forces exerted on a supporting structure as a result of wind from the most critical direction for this parameter. The individual maximums specified may not occur simultaneously. All forces are referenced to the mounting pipe.

Side Force (FS)

Maximum side force exerted on the mounting pipe as a

result of wind from the most critical direction for this parameter. The individual maximums specified may not occur simultaneously. All forces are referenced to the mounting pipe.

Twisting Moment (MT)

Maximum forces exerted on a supporting structure as a result of wind from the most critical direction for this parameter. The individual maximums specified may not occur simultaneously. All forces are referenced to the mounting pipe.

12285 Pellicano Drive

City Plan Commission — November 4, 2021



CASE NUMBER:	PZST21-00012
CASE MANAGER:	Andrew Salloum, (915)212-1603, SalloumAM@elpasotexas.gov
PROPERTY OWNER:	Montoya Oak Business Park, LP
APPLICANT:	Kimley-Horn & Associates, Inc.
REPRESENTATIVE:	Jake Torpey
LOCATION:	12285 Pellicano Drive (District 6)
PROPERTY AREA:	6.28 acres
EXISTING ZONING:	C-4 (Commercial)
REQUEST:	Special Permit to allow for the placement of a ground and roof-mounted television-broadcasting receiving antenna in a C-4 (Commercial) zone district
RELATED APPLICATIONS:	None
PUBLIC INPUT:	None

SUMMARY OF REQUEST: The applicant is requesting a special permit to allow for the placement of one ground-mounted and one roof-mounted television-broadcasting receiving antenna in a C-4 (Commercial) zone district as required by El Paso City Code Section 20.10.700 TV and radio broadcasting antennae.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends approval of the special permit for a television-broadcasting receiving antenna in C-4 (Commercial) zone district. The proposal meets all the requirements of 20.10.700 TV and radio broadcasting antennas, 20.04.320 Special Permit, and 20.04.150, Detailed Site Development Plan.

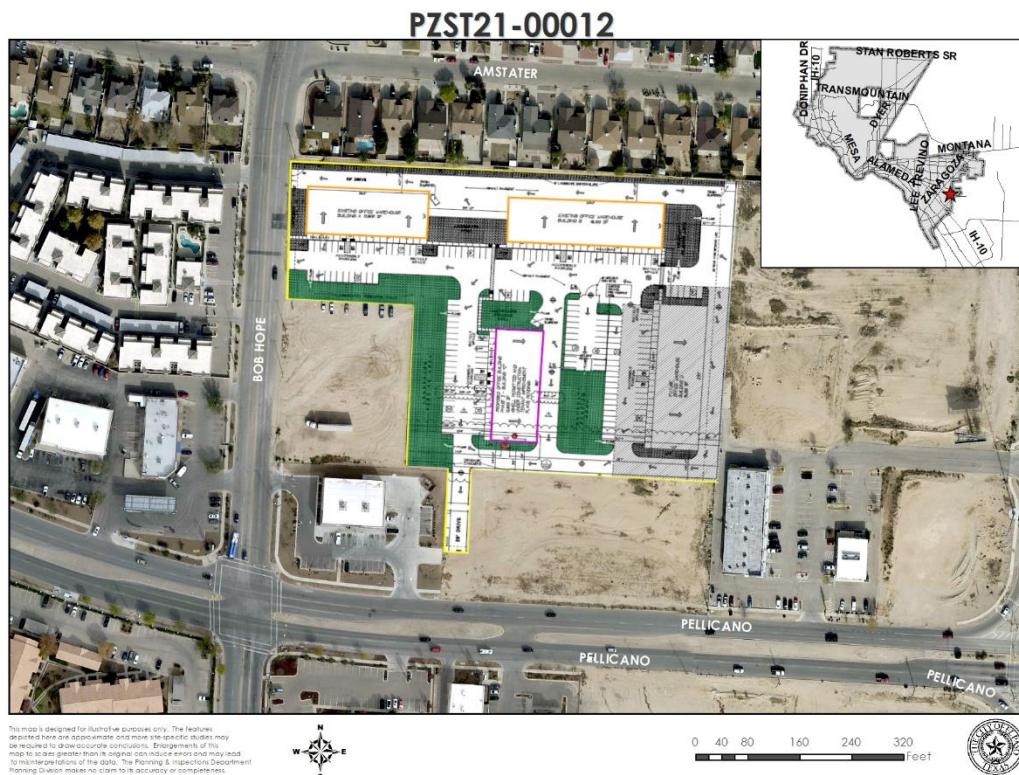


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting a special permit to allow for the placement of a ground and roof-mounted television-broadcasting receiving antenna in C-4 (Commercial) zone district as required by El Paso City Code Section 20.10.700 (TV and radio broadcasting antennae). A special permit is a requirement of 20.10.700 of the El Paso City Code for the proposed broadcast antenna use.

The detailed site development plan shows the existing 12,600 square foot office building with the proposed roof-mounted antenna. The elevations show a maximum building height of 24 feet plus 6 feet in height above the roofline. That antenna is proposed to be six (6) feet wide and ten (10) feet in height, to include its support structure. The proposed roof-mounted antenna would be more than 100 feet from the residential zone district which exceeds the setback requirements of one (1) foot for each one (1) foot of total height for roof-mounted broadcast antennas in the commercial districts. The detailed site development plan shows the proposed ground-mounted antenna on the side of the office building. The proposed antenna is shown with both its height and width at fifteen (15) feet. The required setback for the ground-mounted antenna is fifteen (15) based on its height, and its proposed distance of over 100 feet from the residential zone district that is complied with that setback requirement.

COMPLIANCE WITH TV AND RADIO BROADCASTING ANTENNAE REQUIREMENTS (20.10.700)	
Criteria	Does the Request Comply?
<p>A. In Residential, Apartment and Commercial Zoning Districts. Ground-mounted radio or television broadcasting antenna support structures with antennas and equipment storage facilities shall comply with the following standards:</p> <p>1. The antenna support base shall be set back one foot for each one foot of height from abutting residential districts, measured from the antenna support base to the property line;</p>	<p>Yes. The proposed TV broadcasting antennas meets the setback requirement as shown on the detailed site development plan.</p>
<p>2. The radio or television broadcasting antenna support structure shall conform with FCC and FAA height regulations within a residential zone;</p>	<p>Not applicable since the subject property is currently zoned C-4 (Commercial).</p>
<p>3. The following must accompany a request for a special permit:</p> <p>a. A nonionizing electromagnetic radiation (NIER) report, in a format acceptable to the FCC,</p> <p>b. A structural engineering report for the antenna support,</p> <p>c. A detailed site development plan showing the antenna, supporting structures and appurtenant equipment in relation to the existing surroundings,</p> <p>d. Verification letters that an FCC application has been submitted and FAA approval has been obtained;</p>	<p>Yes. All of required documents have been provided, please see attachments 1-4</p>
<p>4. Collocation or installation of additional antennas on an existing antenna support structure shall be permitted after review and approval by the building official of a structural recertification report, prepared and sealed by a licensed professional engineer, and an updated NIER emissions report;</p>	<p>Not applicable.</p>
<p>5. Increase in elevation of an existing antenna support structure shall be permitted, so long as the setback and maximum height limitations are complied with, after review and approval by the building official of updated structural and NIER emissions reports;</p>	<p>This is not applicable because the proposed antennae are new.</p>

6. Existing nonconforming antenna support structures, unable to comply with current setback limitations shall be prohibited from any increase in elevation.	This is not applicable because proposed antennae are new.
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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 proposed TV & Radio Broadcasting antennae is permitted in the C-4 (Commercial) District with an approval of a Special Permit. The submitted Detailed Site Development Plan and supporting documentation complies with the standards of El Paso City Code Section 20.04.320.D (Special Permits) and 20.10.700 (TV and Broadcast Antennas).
2. Furthers <i>Plan El Paso</i> and applicable neighborhood plans or policies.	Yes, the request complies with the recommendations of <i>Plan El Paso</i> and the G-4 Future Land Use 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 Pellicano Drive and Bob Hope Drive, the improved major arterial and minor arterial respectively. The established neighborhood is adequately served.
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 antennas is compatible with the existing building on the site. They will need to demonstrate compliance with the building code and other applicable standards at the time of permitting.
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 <i>PLAN EL PASO</i> 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?
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: 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.	Yes. The subject property, and the proposed development for it, meet the intent of the G-4, Suburban (Walkable) Future Land Use Map designation.

COMPLIANCE WITH <i>PLAN EL PASO</i> GOALS & POLICIES – When evaluating whether a proposed special permit 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. TV & Radio Broadcasting antennae is a permitted use in the C-4 District with special permit approval.</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>No, the property is not located within a historic or other special 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 Pellicano Drive and Bob Hope Drive, which are designated a major and minor arterial respectively 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 is not within the boundaries of any registered neighborhood associations. Public notices were mailed to property owners within 300 feet on September 30 2021. As of October 28, 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:

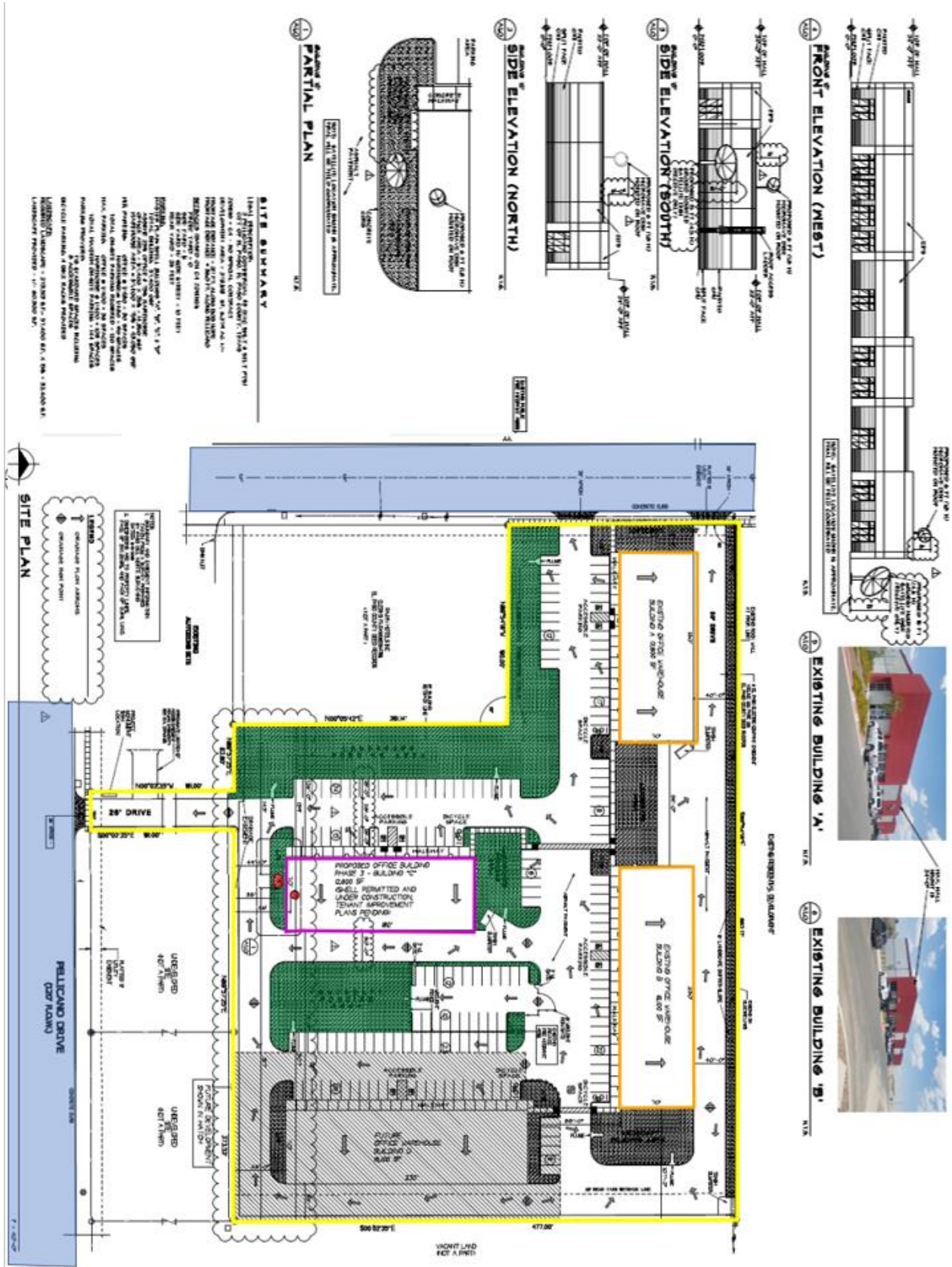
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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. Dish Cut Sheet
3. NIER Report
4. FCC/FAA
5. Future Land Use Map
6. Department Comments
7. Neighborhood Notification Boundary Map

ATTACHMENT 1



ATTACHMENT 2

The "DH Gibraltar Mount" Series

Fixed or Dual Powered Available

3.0m, 3.7m, 3.8m, 4.2m, 4.5m and 5.0m one piece or sectional antenna spec

Aperture Efficiency at Ku band - 67%



DUAL POWERED GIBRALTER

- 0-90° Motorized Elevation With Adjustment
- 200°+ Motorized Azimuth Travel
- 36 Volt DC Motors

194 MPH WIND SURVIVAL

GIBRALTER MOUNT SERIES

- 15" Reinforced Base
- 60" Back Ring
- 8 Back Braces
- 24"x24"x1/2" Base Plate

Specifications:	3.0m	3.7m	3.8m	4.2m	4.5m	5.0m
Antenna Sections	4	4/Optional 8	4	8	8	8
C Band Gain @ 4 Gig	40.6 db	42.3 db	42.5 db	43.5 db	43.9 db	44.3 db
Ku Band Gain @ 12 Gig	49.9 db	51.1 db	51.8 db	53.0 db	53.3 db	54.2 db
Aluminum Thickness	.085	.085	.090	.110	.110	.110
f/d Ratio	.3	.4	.378	.34	.33	.3
Wind Force at 60° at 90 MPH	3,020 lbs	4,200 lbs	4,600 lbs	5,975 lbs	6,600 lbs	7,800 lbs
First Side Lobe (E-Plane)	1.2°	2.4°	2.3°	2.1°	1.95°	1.1°
All Side Lobes	-26 db	-22 db	-22 db	-22 db	-22 db	-22 db
3db Beam Width (E-Plane)	0.5°	1.4°	1.4°	1.2°	1.2°	0.9°
F/L	36"	57.6"	57.6"	57.6"	57.6"	57.6"
Antenna Weight (One Piece)	102 lbs	180 lbs	198 lbs	241 lbs	277 lbs	315 lbs
Antenna Weight (Sectional)	110 lbs	4pc-165 lbs 8pc-192 lbs	214 lbs	281 lbs	317 lbs	355 lbs
Crate Dims w/Antenna	62"x40"x66"	76"x36"x78"	79"x36"x61"	91"x38"x64"	92"x34"x67"	99"x52"x72"
Approximate Weight	254 lbs	4pc-348 lbs 77"x47"x58" 8pc-500 lbs	464 lbs	544 lbs	688 lbs	741 lbs
Dual Pow Mt Weight	1,230 lbs	1,230 lbs	1,230 lbs	1,230 lbs	1,230 lbs	1,230 lbs
Fixed Gdb Mt Weight	752 lbs	752 lbs	752 lbs	752 lbs	752 lbs	752 lbs
Pallet Dims w/Dual Pow Mt	64"x74"x58"	64"x74"x58"	64"x74"x58"	64"x74"x58"	64"x74"x58"	64"x74"x58"
Pallet Weight w/Dual Pow Mt	1,266 lbs	1,266 lbs	1,266 lbs	1,266 lbs	1,266 lbs	1,266 lbs
Pallet Dims w/Fixed Gdb Mt	64"x74"x61"	64"x74"x61"	64"x74"x61"	64"x74"x61"	64"x74"x61"	64"x74"x61"
Pallet Weight w/Fixed Gdb Mt	888 lbs	888 lbs	888 lbs	888 lbs	888 lbs	888 lbs

*Antenna sizes are nominal. *Custom crating available. *Dimensions & weights are approximate.

OPTIONAL:

- Hot Dip Galvanizing
- Non-Penetrating Roof Mount
- Electronics, Feedhorns, LNBS, Cabling
- Half/Full Dish De-icing
- Template Kits



Satellite

600 N. Marquette Rd.

Prairie du Chien, WI 53821

dhosat@mhac.net www.DHSatellite.com



Crating available for domestic or ISPM 15 international

Ph (608)-326-8406

1-800-627-9443

Fx (608)-326-4233

02/20/2020

HX6-11W



1.8m | 6ft ValuLine® High Performance, High XPD Antenna, dual-polarized, 10.000 – 11.700 GHz

Product Classification

Product Type	Microwave antenna
Product Brand	ValuLine®

General Specifications

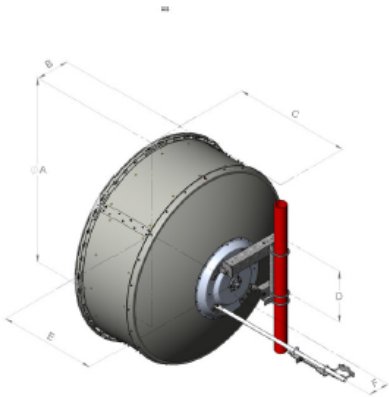
Antenna Type	HX - ValuLine® High Performance, High XPD Antenna, dual-polarized
Polarization	Dual
Side Struts, Included	1
Side Struts, Optional	1

Dimensions

Diameter, nominal	1.8 m 6 ft
-------------------	--------------

HX6-11W

Antenna Dimensions and Mounting Information



Dimensions in inches (mm)						
Antenna size, ft (m)	A	B	C	D	E	F
6 (1.8)	74.6 (1899)	13.4 (340)	47.5 (1206)	20.9 (530)	35.4 (901)	8.4 (214)

ATTACHMENT 3



To Whom It May Concern,

The City of El Paso has requested that KTDO provide evidence to support a special use permit for our proposed facility near the intersection of Pellicano Drive and Bob Hope Drive. Specifically, the requested documentation pertains to a roof-mounted microwave transmitting dish and ground-mounted satellite receiving dish which will be installed as part of the project. According to the document "20.10.700 – TV and radio broadcasting antennae," (attached) Section A.3.a and A.3.d, the City would like:

- A nonionizing electromagnetic radiation (NIER) report, in a format acceptable to the FCC.
- Verification letters that an FCC application has been submitted and FAA approval has been obtained.

We have reviewed Federal Communications Commission (FCC) and Federal Aviation Administration (FAA) regulations and are pleased to report that, in this case, documentation should not be required.

- For the NIER report:
 - *As per the FCC's Rules Section §1.1307, (b)(1) Table 1*
 - Based on the FCC's Part 74 Subparts listed in the table, the FCC does not include Subpart F under which our proposed facility would operate. The table does not mention facilities under Subpart F so we are categorically excluded.
 - KTDO's ground-mounted satellite receiving dish *does not transmit* (receive only), so an NIER would not be required.
 - Attached is an example of an Environmental Health and Safety Report for a similar dish, which would fulfill FCC requirements if it was required, and shows only a potential hazard at the feed flange. (See OET-65 RF Exposure Calculations prepared by Doug Lung) Note: Even the surface of the dish is well below FCC Maximum Permissible Exposure. Our new proposed dish is smaller and should not exceed these calculations.
- Verification letters:
 - A path study showing no interference to other licenses resulting from the move has been completed and is attached. (See M1923408_sn.pdf).
 - As per the FAA's circular "NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION" section §77.15 *Construction or alteration not requiring notice*:
 - "No person is required to notify the Administrator for any of the following construction or alteration: (a) Any object that would be shielded by existing structures of a permanent and substantial character or by natural terrain or topographic features of equal or greater height, and would be located in the congested area of a city, town, or settlement where it is evident beyond all reasonable doubt that the structure so shielded will not adversely affect safety in air navigation."
 - Both the microwave dish and satellite dish will be located in a highly populated commercial/residential section of the city and neither will extend in excess of twenty feet above the structure. Therefore, under these criteria, verification

letters are not required. A TOWAIR study has been conducted as evidence in support of this (See attached KTDO-TOWAIR REPORT 9.22.21).

Radio Frequency Safety and legal compliance are the highest priority for both KTDO and NBCUniversal. Even with the negligible power output of the microwave, KTDO is taking measures in construction to shield the site and ensure that it is secured to prevent unauthorized entry.

We are pleased to work with the City of El Paso in this great endeavor. Don't hesitate to reach out to us directly for any questions or concerns.

Appreciatively,

A handwritten signature in dark ink, appearing to read 'Javier Guerra', with a long horizontal flourish extending to the right.

Javier Guerra, Director of Technology

ATTACHMENT 4

9/22/2021

TOWAIR Search Results

TOWAIR Determination Results

*** NOTICE ***

TOWAIR's findings are not definitive or binding, and we cannot guarantee that the data in TOWAIR are fully current and accurate. In some instances, TOWAIR may yield results that differ from application of the criteria set out in 47 C.F.R. Section 17.7 and 14 C.F.R. Section 77.13. A positive finding by TOWAIR recommending notification should be given considerable weight. On the other hand, a finding by TOWAIR recommending either for or against notification is not conclusive. It is the responsibility of each ASR participant to exercise due diligence to determine if it must coordinate its structure with the FAA. TOWAIR is only one tool designed to assist ASR participants in exercising this due diligence, and further investigation may be necessary to determine if FAA coordination is appropriate.

DETERMINATION Results

Structure does not require registration. The structure meets the 6.10-meter (20-foot) Rule criteria.

Your Specifications

NAD83 Coordinates

Latitude	31-43-37.2 north
Longitude	106-16-15.6 west

Measurements (Meters)

Overall Structure Height (AGL)	9.1
Support Structure Height (AGL)	6.4
Site Elevation (AMSL)	1220

Structure Type

BPOLE - Building with Pole

Tower Construction Notifications

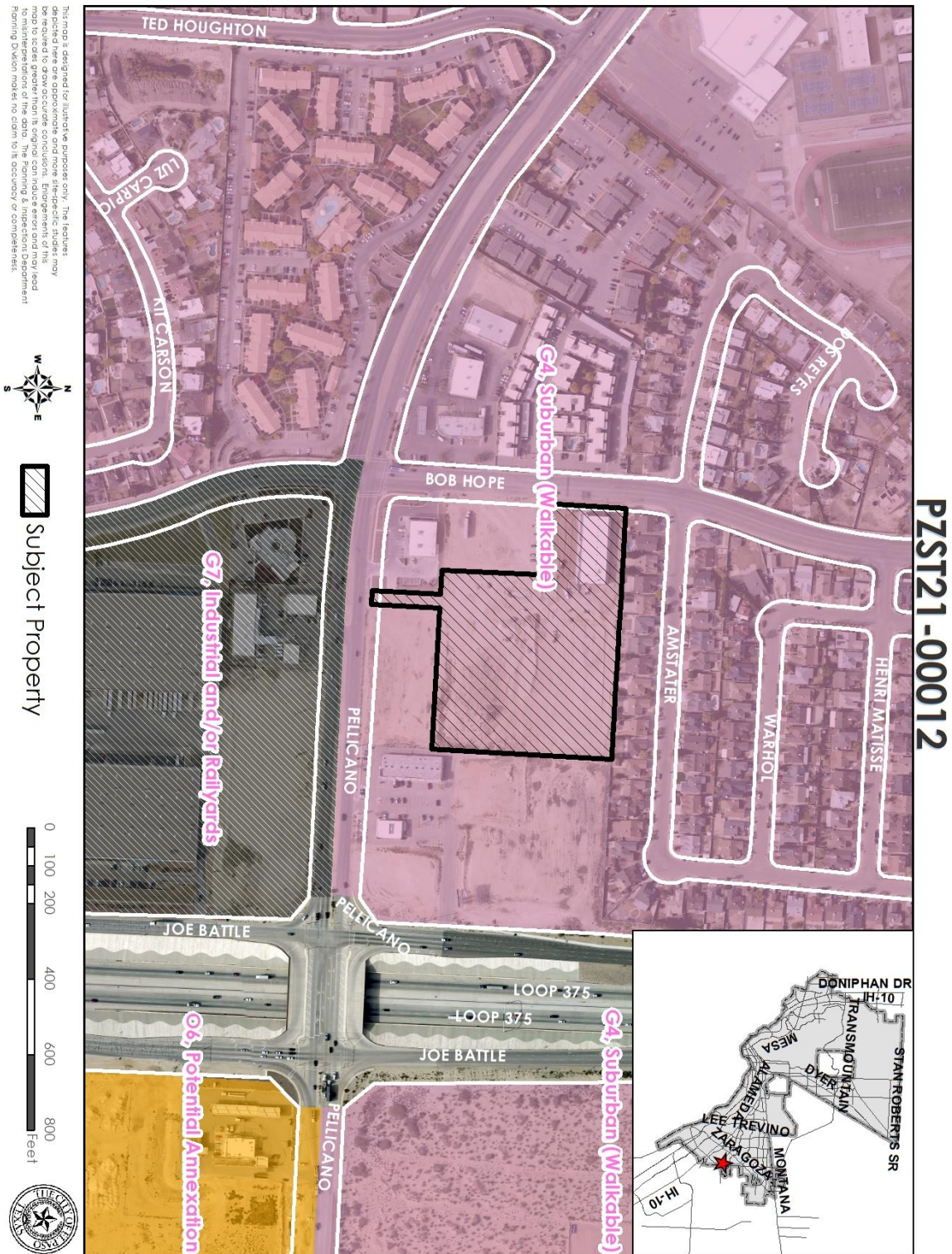
Notify Tribes and Historic Preservation Officers of your plans to build a tower.

CLOSE WINDOW

<https://wireless2.fcc.gov/UlsApp/AsrSearch/towairResult.jsp?printable>

1/1

ATTACHMENT 5



ATTACHMENT 6

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 to special permit and detailed site development plan.

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

Fire Department

Coordinate with Construction Code Compliance (El Paso Fire Marshal's Office) for hose lay requirements and fire hydrant requirements.

Sun Metro

No objections.

El Paso Water

No comments received.

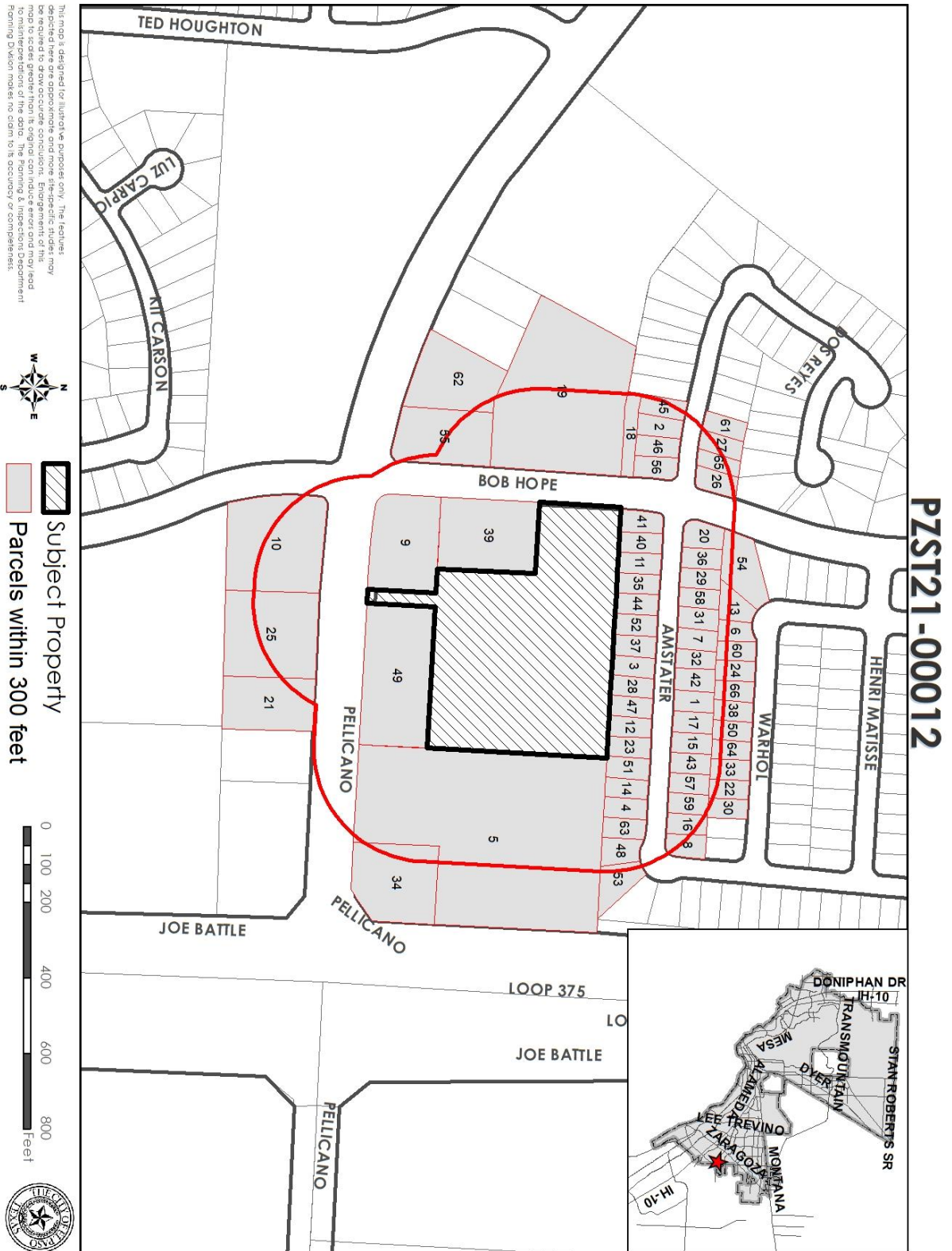
El Paso Water – Stormwater Engineering

No comments received.

El Paso County Water Improvement District #1

The item is not within the boundaries of EPCWID1

ATTACHMENT 7





ITEM 23

12285 Pellicano Drive Special Permit

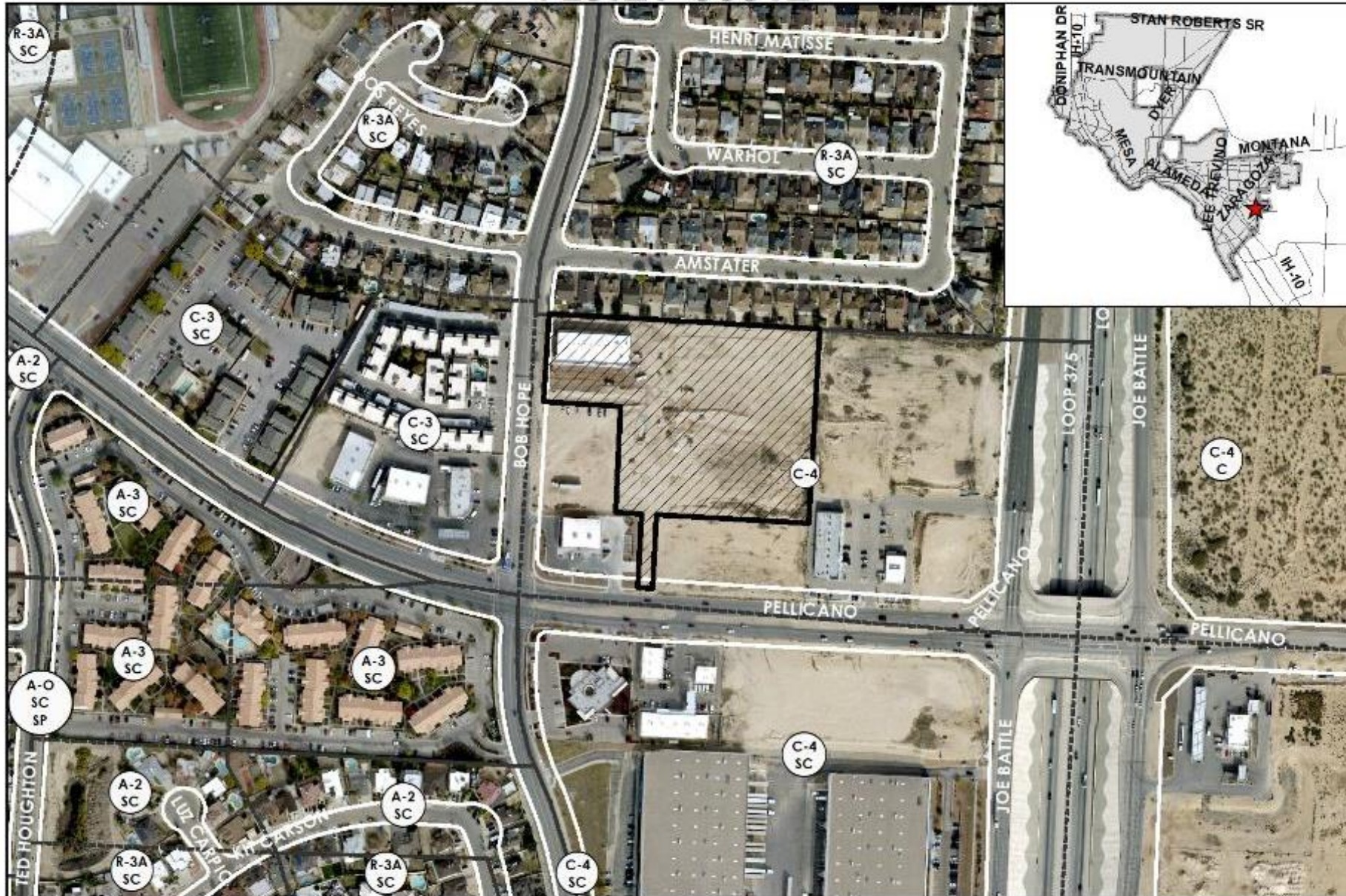
PZST21-00012

Strategic Goal 3.

Promote the Visual Image of
El Paso




Aerial



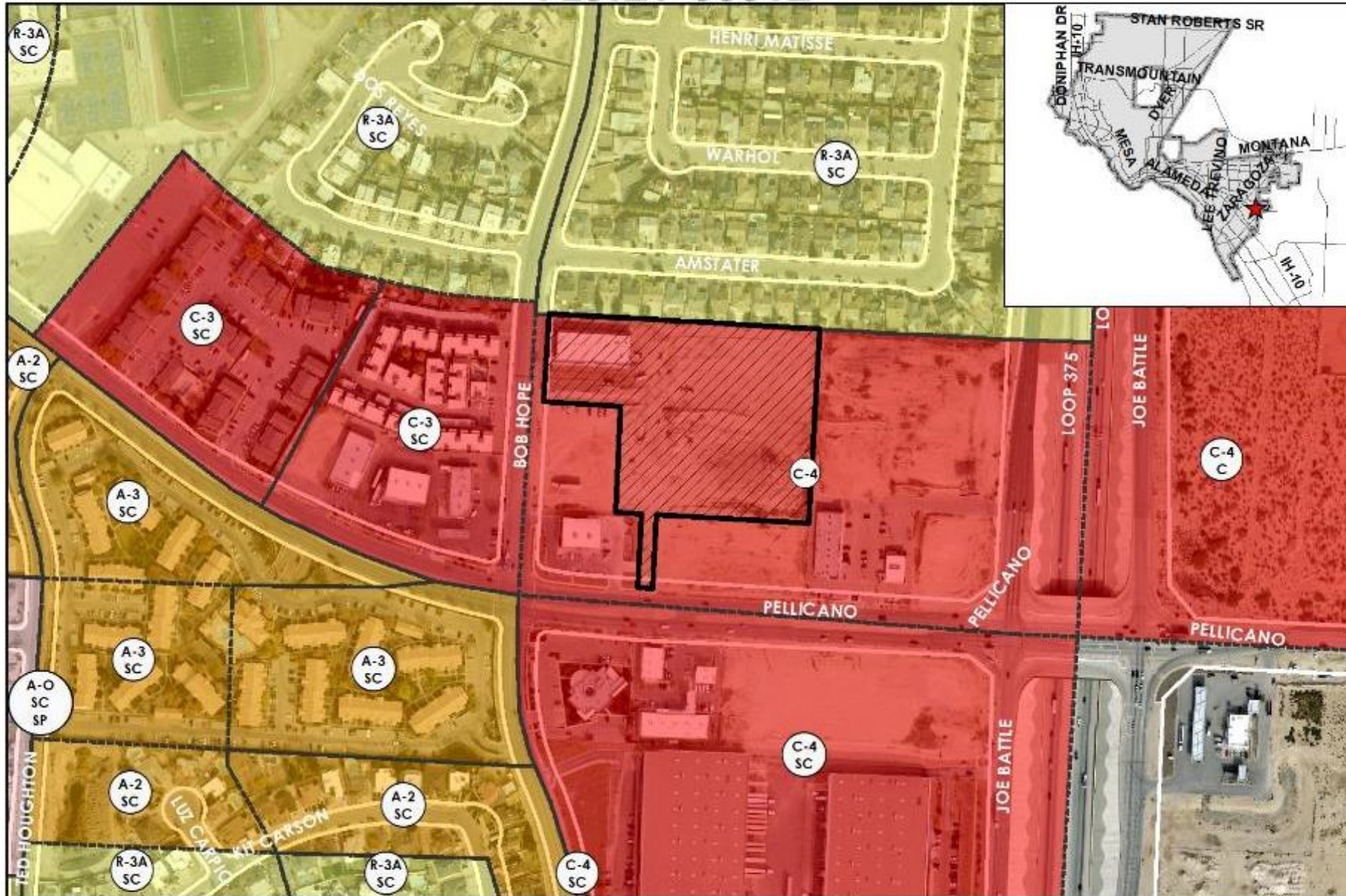
This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Any enlargement of this map to a scale greater than its original can induce errors and may lead to misinterpretations of the data.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



 Subject Property

0 100 200 400 600 800 Feet

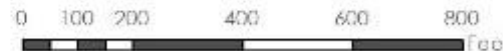




This map is designed for illustrative purposes only. The features depicted here are approximate and more specific studies may be required to draw accurate conclusions. Any errors or omissions in this map to order greater than its original data source and may lead to misinterpretations of the data. The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

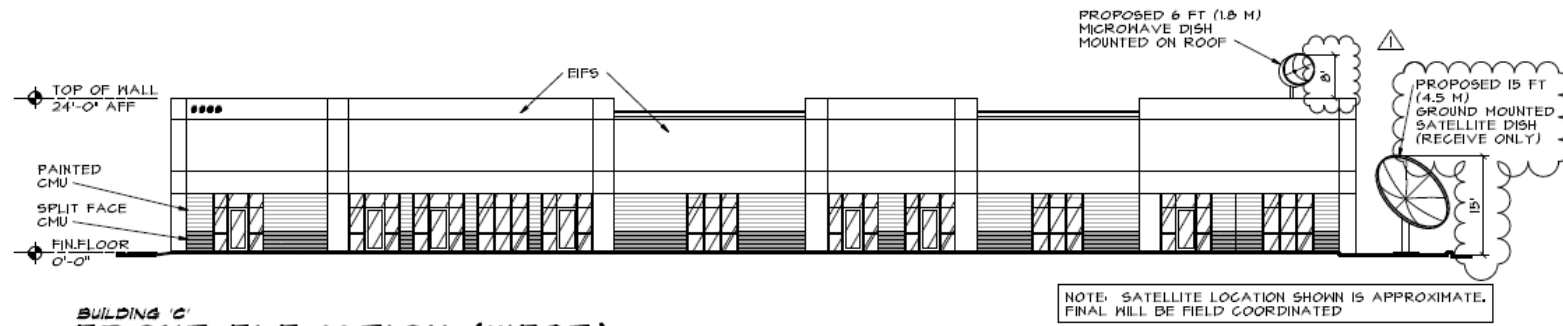


Subject Property

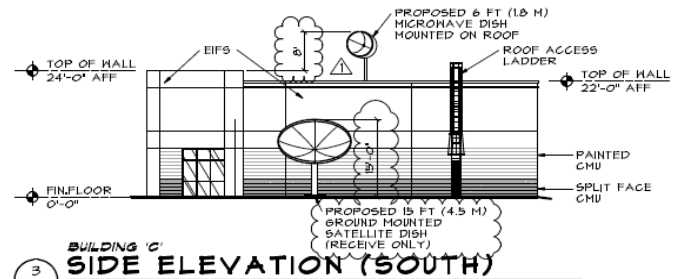


Existing Zoning

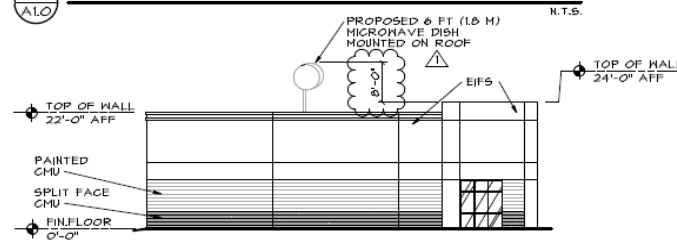




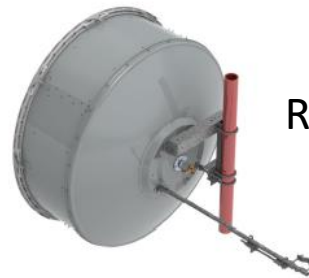
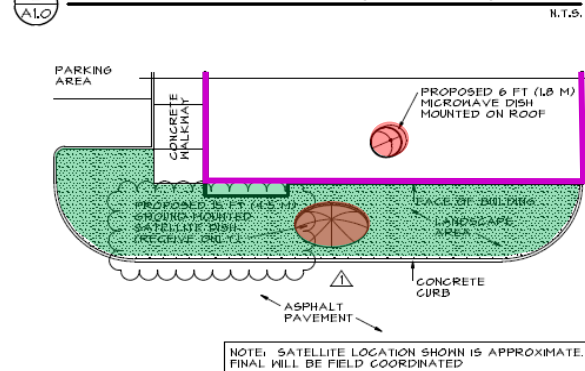
BUILDING 'C'
FRONT ELEVATION (WEST)



BUILDING 'C'
SIDE ELEVATION (SOUTH)



BUILDING 'C'
SIDE ELEVATION (NORTH)



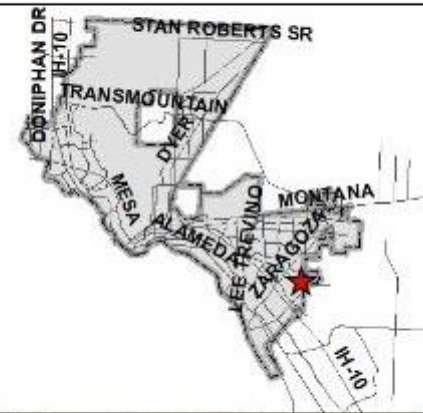
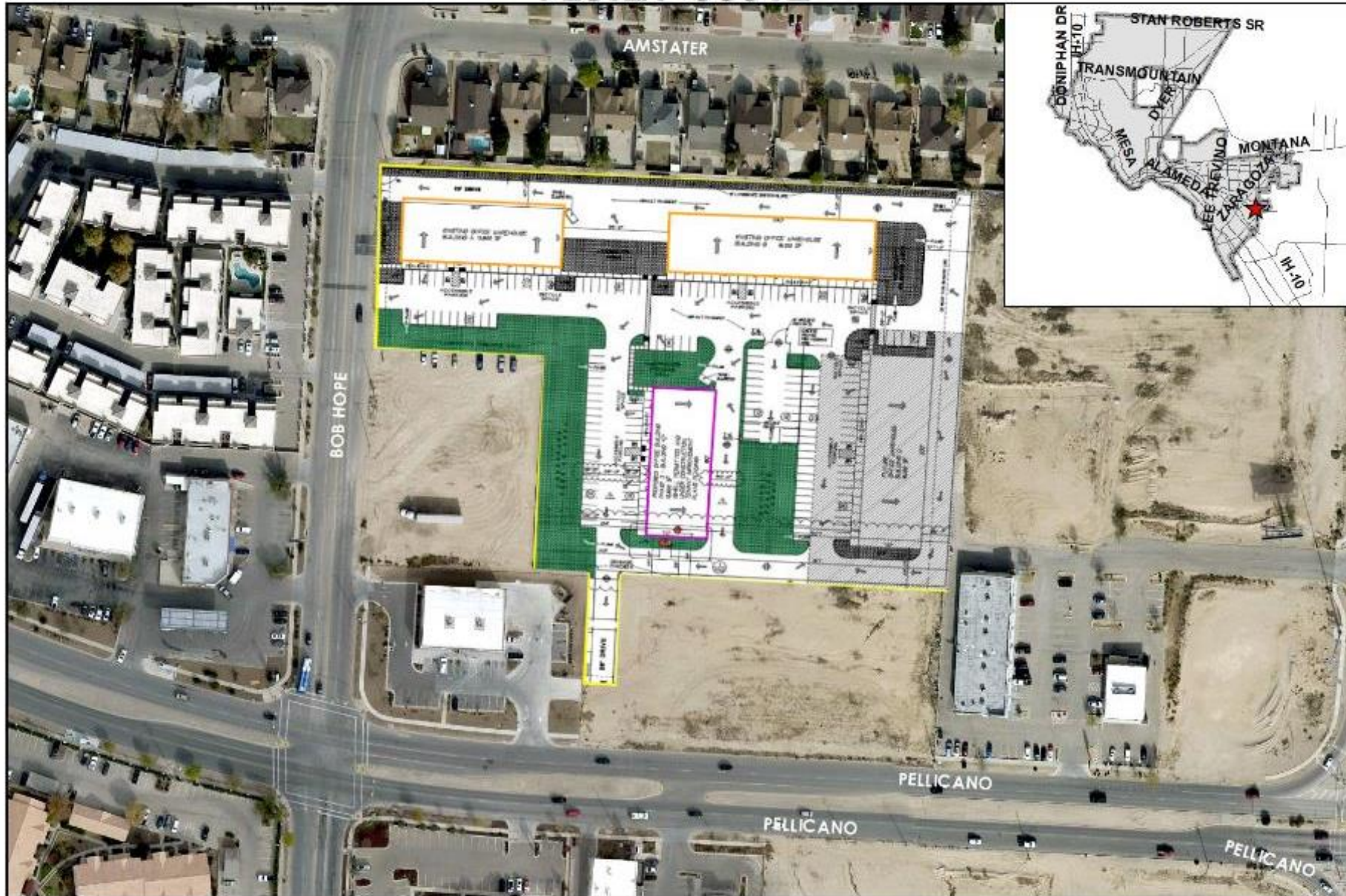
Roof-mounted



Ground-mounted

Elevations

PZST21-00012



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. The accuracy of this map is not greater than its original data source and may lead to misinterpretations of the data. The Planning & Inspection Department Planning Division makes no claim for its accuracy or completeness.



0 40 80 160 240 320
feet



Subject Property



Surrounding Development



N



W

S

E



Public Input

- Public notices were mailed to property owners within 300 feet on September 30, 2021.
- As of November 4, 2021, the Planning Division has not received any communication from the public.



Recommendation

- Staff and CPC recommend approval of the special permit 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 #: 21-1270, 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, 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 Tract 8C, Section 29, Block 80, TSP 1, Texas And Pacific RR Company Surveys, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to C-4 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: Generally located East of Dyer Street and North of Sean Haggerty Drive/Angora Loop Avenue

Applicant: Sitework Engineering c/o Jorge Garcia, PZRZ21-00022

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

AGENDA DATE: November 9, 2021
PUBLIC HEARING DATE: December 7, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Luis Zamora, (915) 212-1552

DISTRICT(S) AFFECTED: District 4

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of Tract 8C, Section 29, Block 80, TSP 1, Texas And Pacific RR Company Surveys, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to C-4 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: Generally located East of Dyer Street and North of Sean Haggerty Drive/Angora Loop Avenue
Applicant: Sitework Engineering c/o Jorge Garcia, PZRZ21-00022

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone the subject property to allow a proposed shopping center. City Plan Commission recommended 8-0 to approve the proposed rezoning on October 7, 2021. As of November 2, 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? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF TRACT 8C, SECTION 29, BLOCK 80, TSP 1, TEXAS AND PACIFIC RR COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) TO C-4 (COMMERCIAL). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, the zoning of **Tract 8C, Section 29, Block 80, Tsp 1, Texas and Pacific RR Company Surveys, City of El Paso, El Paso County, Texas**, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from **R-F (Ranch and Farm)** to **C-4 (Commercial)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2021.

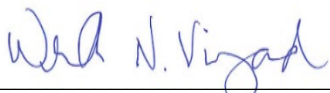
THE CITY OF EL PASO:

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. Etive, Director
Planning & Inspections Department

ORDINANCE NO. _____

21-1007-2799 | 1121054

Rezoning Ordinance Partial or Unplatted Lot No Conditions | PZRZ21-00022 Dyer/Sean Haggerty
WNV

EXHIBIT "A"

Tract 8C, Section 29, Block 80, Tsp 1,
Texas and Pacific RR Company Surveys,
City of El Paso, El Paso County, Texas

METES AND BOUNDS

Metes and bounds description of a parcel of land known as Tract 8C, Section 29, Block 80, Tsp 1, Texas and Pacific RR Company Surveys, City of El Paso, El Paso County, Texas containing 233,777 square feet or, 5.367 acres of land more or less and better described by metes and bounds as follows:

Commencing at a found rebar on the Southerly ROW line of Dyer Street (100 feet R.O.W.) that marks the most Northerly corner of Tract 8C, said point also being the point of beginning of this description.


Thence, leaving said Dyer Street R.O.W. line and along the Boundary line of Tracts 8C and 8A, S 46° 43' 47" E a distance of 477.66 feet to a point (found rebar) ;

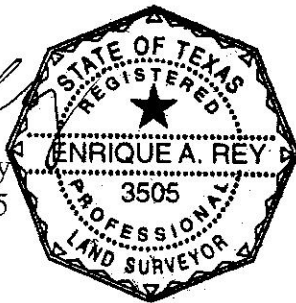
Thence S43° 16' 13" W, a distance of 489.88 feet to a point (found rebar);

Thence N46° 43' 47" W, a distance of 477.66 feet to a point (found pipe)

Thence 47.12 feet along the arc of a curve to the right, whose radius is 30.00 feet, whose interior angle is 90 degrees, whose chord bears N01° 43' 47" W a distance of 42.42 feet to a point (found rebar) on the Southerly R.O.W. line of Dyer Street;

Thence along said Dyer Street R.O.W. line N 43° 16' 13" E, a distance of 459.78 feet' to the point of beginning of this description. Said parcel of land contains 233,777 square feet or 5.367 acres of land more or less.

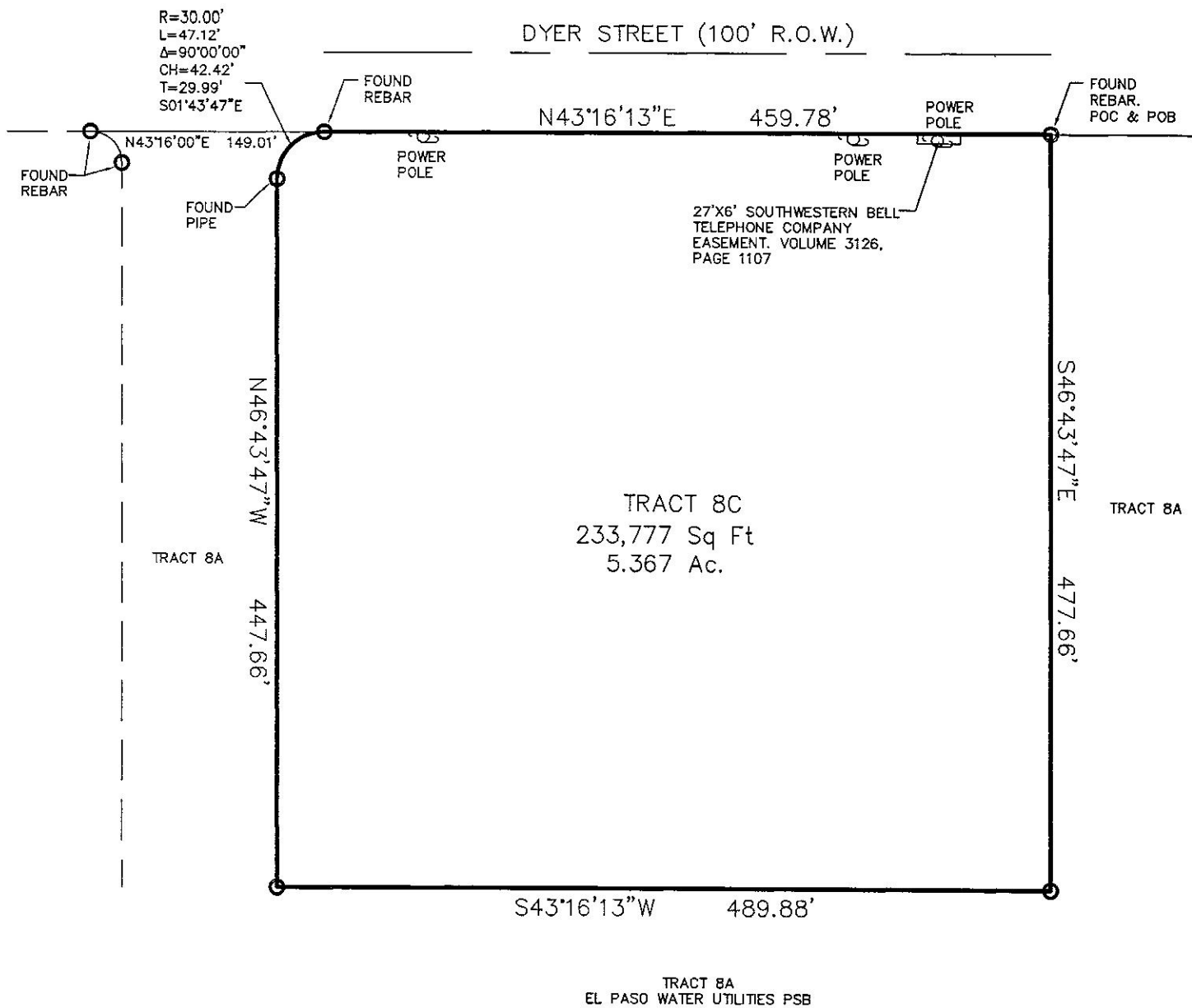

Enrique A. Rey
RPLS TX 3505



El Paso, Texas- Tuesday, August 24, 2021

NOTES:

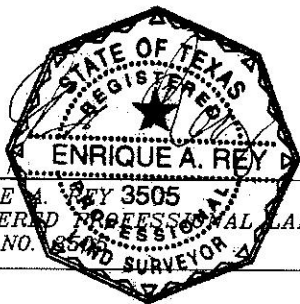
1. THE FOLLOWING EASEMENTS ARE BLANKET IN NATURE AND ARE NOT PLOTTABLE. EASEMENT TO EL PASO ELECTRIC COMPANY AND MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY RECORDED IN VOLUME 1351, PAGE 183, VOLUME 1398, P 613 AND VOLUME 71, 1157. SOLD AND QUIT CLAIMED TO SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 1231, PAGE 646. REAL PROPERTY RECORDS EL PASO COUNTY, TEXAS



PLAT OF SURVEY BEING
TRACT 8C, SECTION 29, BLOCK 80 TOWNSHIP 1
TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS
CITY OF EL PASO, EL PASO COUNTY, TEXAS
EL PASO COUNTY RECORDS

I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY
AND IMPROVEMENT SURVEY WAS MADE ON THE
GROUND BY ME OR UNDER MY SUPERVISION AND IS
TRUE AND CORRECT TO THE
BEST OF MY KNOWLEDGE AND BELIEF.

THIS PROPERTY LIES IN ZONE C, AS DESIGNATED BY THE
F.E.M.A. FLOOD INSURANCE RATE MAP, COMMUNITY PANEL
NO.480214 0010B, DATED, OCTOBER 15, 1982 EL PASO
COUNTY, TEXAS



ENRIQUE A. REY 3505
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 3505

D.M. MAY 18, 2021
JOB NO. 2021-119200 BERT BOSBERRY
REY ENGINEERING INC.
CONSULTING ENGINEERING-SURVEYING-LAND PLANNING
9434 VISCOUNT DR. SUITE 148 EL PASO TEXAS, 79925
PH. (915)309-1889 FAX (915) 633-8060
TEXAS FIRM REGISTRATION F-3368

East of Dyer St. and North of Sean Haggerty Dr

City Plan Commission — October 7, 2021

REZONING



CASE NUMBER: PZRZ21-00022
CASE MANAGER: Luis Zamora, (915) 212-1552, ZamoraLF@elpasotexas.gov
PROPERTY OWNER: Tomlin Partners, LLC and Adobe Haciendas, Inc. as Tenants in Common
REPRESENTATIVE: Sitework Engineering c/o Jorge Garcia
LOCATION: East of Dyer St. and North of Sean Haggerty Dr. (District 4)
PROPERTY AREA: 5.37 acres
REQUEST: Rezone from R-F (Ranch and Farm) to C-4 (Commercial)
RELATED APPLICATIONS: None
PUBLIC INPUT: None received as of September 30, 2021

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) to C-4 (Commercial) to allow the proposed use of shopping center.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the rezoning request. The proposed development is consistent with adjacent commercial properties within its vicinity. Furthermore, the proposed commercial zone is compatible with the G-4, Suburban (Walkable) Future Land Use Designation and is in keeping with the policies of *Plan El Paso* in the Northeast Planning Area.

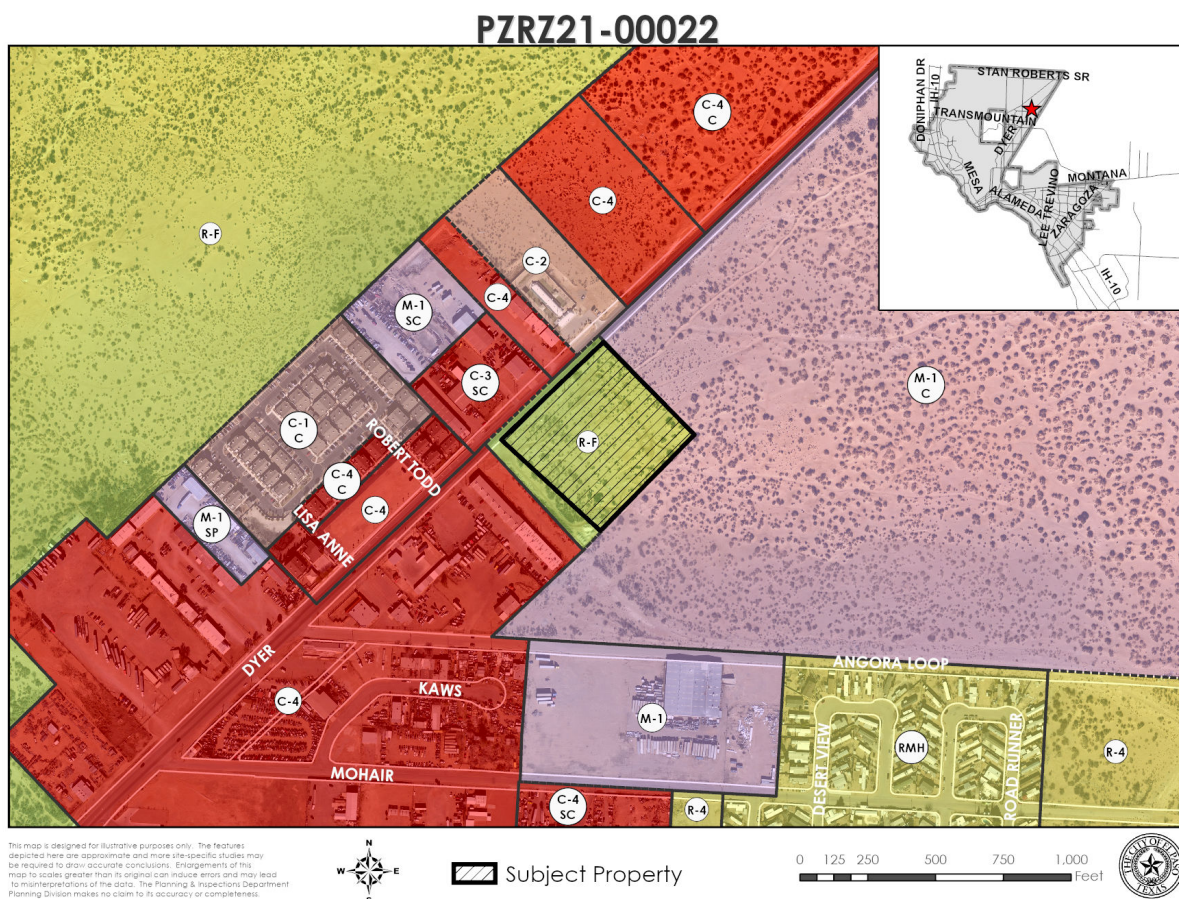


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant proposes to rezone a 5.37-acre lot from R-F (Ranch and Farm) to C-4 (Commercial) to allow for a shopping center development. The subject property is currently undeveloped. The generalized plot plan shows the subject property with the conceptual foot print of the shopping center location. Primary access is proposed through Dyer Street.

PREVIOUS CASE HISTORY: N/A

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed rezoning is consistent with adjacent uses and meets the established character of its neighborhood. Properties to the northwest across Dyer Street are zoned C-2 (Commercial), C-3/sc (Commercial/special contract), and C-4 (Commercial) with uses including automotive repair shops and a kennel. Property to the northeast and southeast is zoned M-1/c (Light Manufacturing/conditions) and is currently undeveloped. Property to the southwest is split-zoned R-F (Ranch and Farm) and C-4 (Commercial) and is also undeveloped.

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-4, Suburban (Walkable): This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The proposed shopping center is consistent with the surrounding commercial properties and is in keeping with the G-4, Suburban (Walkable) future land use designation of <i>Plan El Paso</i>.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>C-4 (Commercial): 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.</p>	<p>Yes. The proposed C-4 (Commercial) zone district matches other immediate properties across Dyer Street zoned C-2 (Commercial), C-3/sc (Commercial/special contract), and C-4 (Commercial). Immediate property to the southeast and northwest is zone M-1/c (Light Manufacturing/conditions) and the proposed zoning district can serve as transition to more intensive uses permitted in that district.</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 along Dyer Street, which is classified as a major arterial roadway on the City of El Paso's Major Thoroughfare Plan (MTP). The proposed zoning district is consistent with the zoning district to the south (C-4 (Commercial)).</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 property is not located within any Historic Overlay District nor any other special designation areas.</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:	
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	None. The proposed rezoning, if approved, is not anticipated to cause any adverse effects on the community.
Natural Environment: Anticipated effects on the natural environment.	None. The subject property does not lie within an arroyo or other sensitive environment. No negative environmental impacts are anticipated if the rezoning request is approved.
Stability: Whether the area is stable or in transition.	The area is stable. None of the surrounding properties within the neighborhood of the subject property have been recently rezoned.
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: Primary access is proposed through Dyer Street, which is classified as a major arterial roadway on the City of El Paso's Major Thoroughfare Plan (MTP). The major arterial classification is appropriate to serve the proposed shopping center development. Existing services and infrastructure are appropriate to serve future development.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments from reviewing departments.

PUBLIC COMMENT: The subject property does not lie within any Neighborhood or Civic Associations. Surrounding property owners within 300 feet were notified by mail on September 9, 2021. The Planning division has received no communication in support of or in opposition to the rezoning request as of September 30, 2021.

RELATED APPLICATIONS: None.

CITY PLAN COMMISSION OPTIONS:

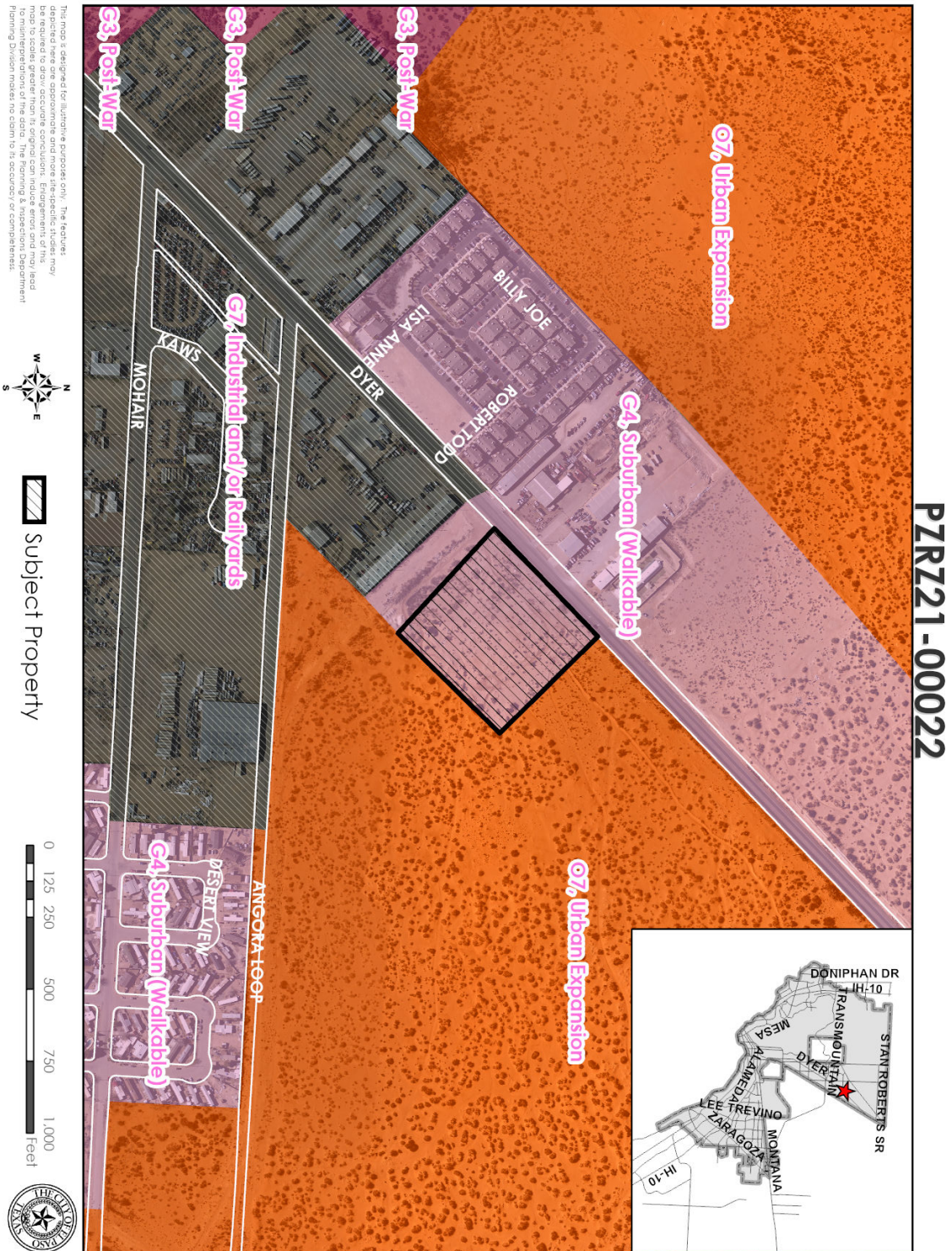
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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

ATTACHMENTS:

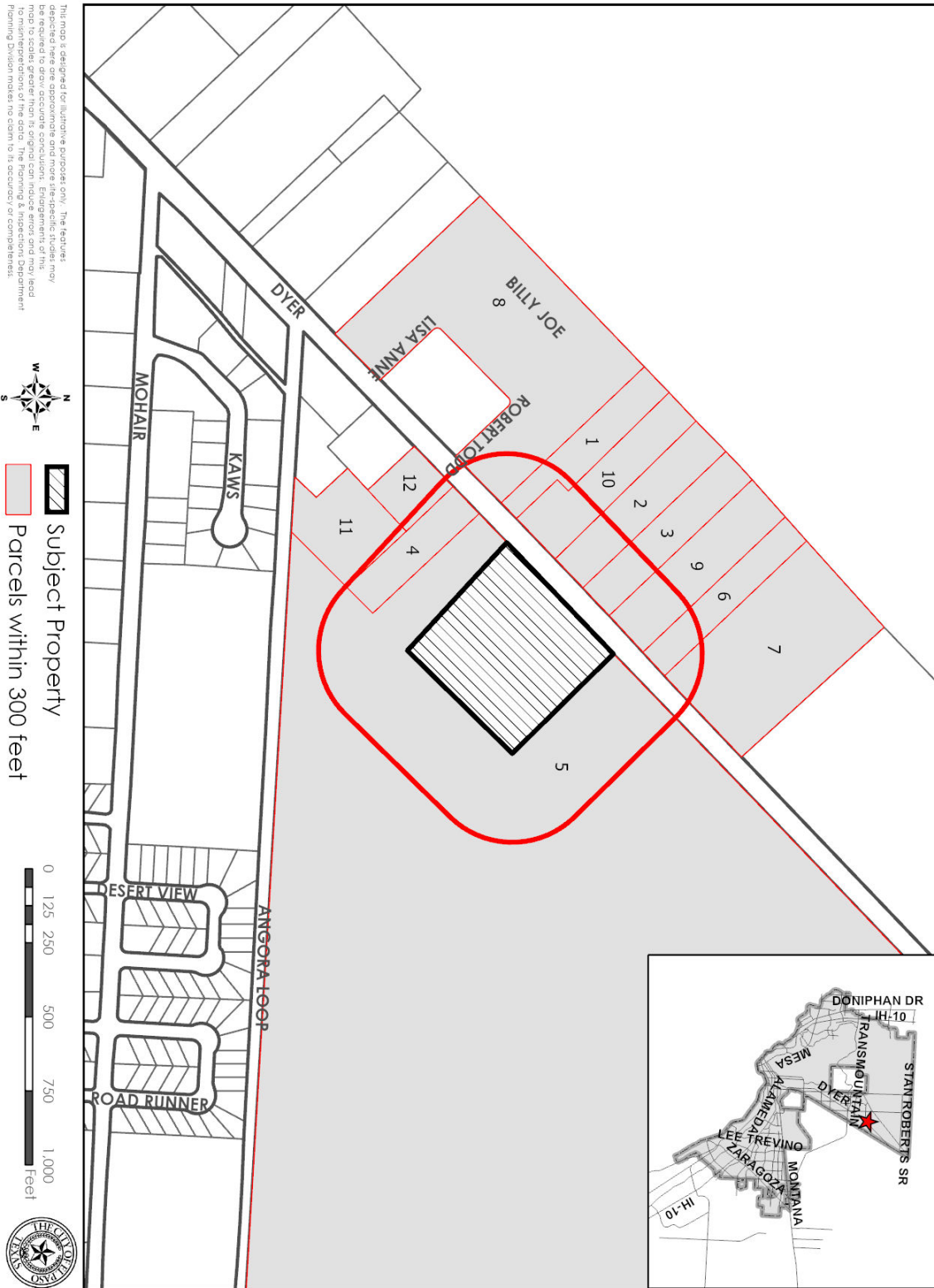
1. Future Land Use Map
2. Neighborhood Notification Boundary Map
3. Generalized Plot Plan
4. Department Comments

ATTACHMENT 1

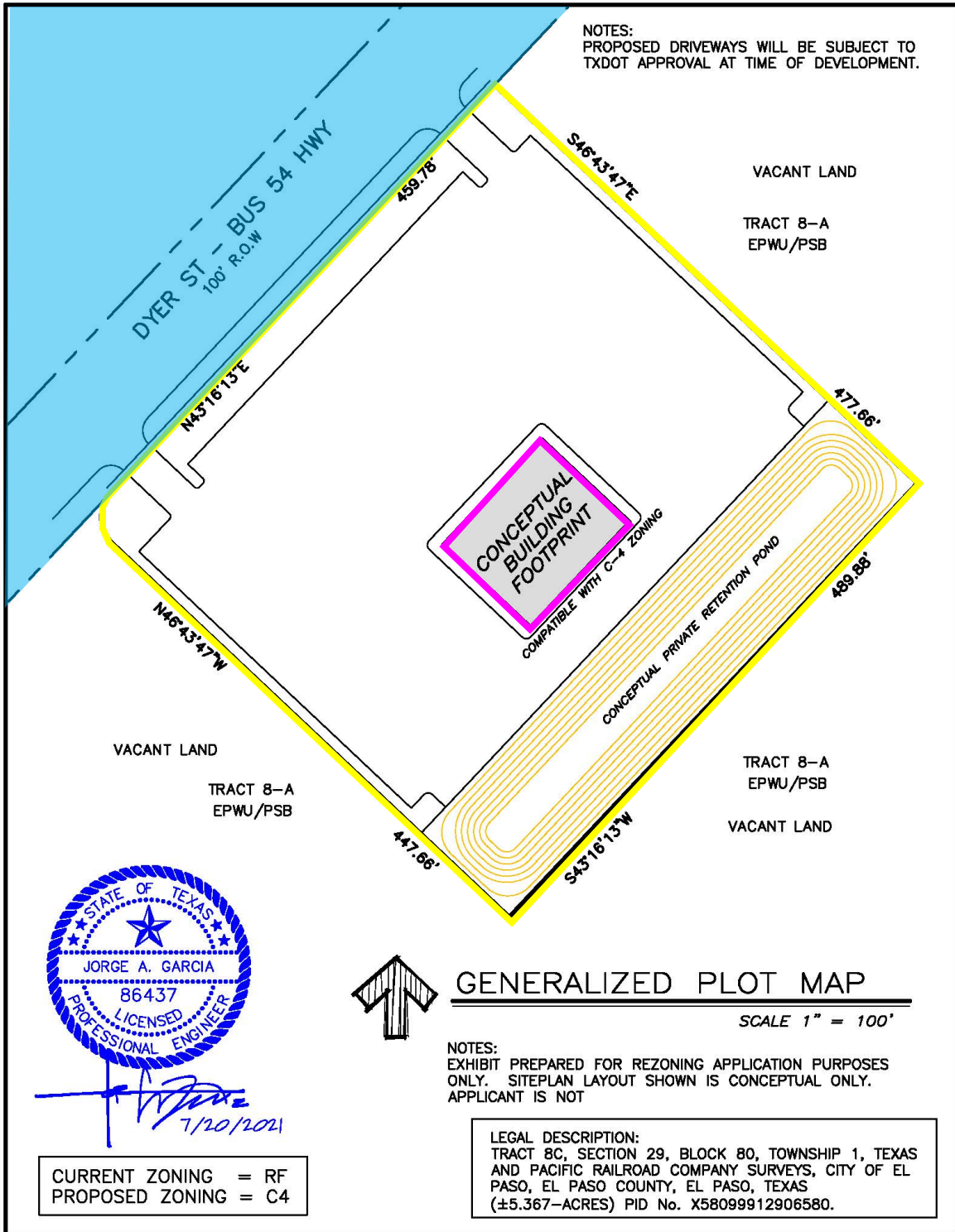


ATTACHMENT 2

PZR21-00022



ATTACHMENT 3



ATTACHMENT 4

Planning and Inspections Department - Planning Division

Coordinate with Texas Department of Transportation for driveway access along Dyer St.

Planning and Inspections Department – Plan Review & Landscaping Division

No objections to proposed rezoning

The generalized site plan is not being reviewed for conformance due to conceptual nature.

Planning and Inspections Department – Land Development

No objections to proposed rezoning.

Fire Department

No adverse comments.

Police Department

No comments received.

Environment Services

No comments received.

Streets and Maintenance Department

No objections for TIA deferral since the requirements are met as per Section 19.08.010 B.4 of the El Paso Code.

Sun Metro

No objections.

El Paso Water Utilities

El Paso Water (EPWU) does not object to this request.

The subject property is located within the City of El Paso Northeast Impact Fee service area. Impact fees are assessed at the time of plat and due at the time that El Paso Water receives an application for water and sewer services.

Dyer Street is Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within Dyer Street requires permission from TxDOT.

Water:

There is an existing 16-inch diameter water main that extends along Dyer Street, this main is located approximately 37-feet east of the right of way center line. This water main is available for service.

There is an existing 12-inch diameter water main that extends along Dyer Street. No water services from this main are allowed since the main is exclusively dedicated to provide service to the McGregor Range site.

Previous water pressure from fire hydrant #012 located at 11105 Dyer Street and Angora Loop North, has yielded a static pressure of 78 psi, a residual pressure of 74 psi, and a discharge of 919 gallons per minute.

Sanitary Sewer:

There is an existing 15-inch diameter sanitary sewer along Dyer Street. This main is located approximately 89.5-feet west of the property. This sewer main is available for service.

General

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

Stormwater:

The proposed ponding area shown shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event. Label the pond as "Private".

El Paso County 911 District

The El Paso County 911 District has no comments/concerns regarding this rezoning.

Texas Department of Transportation

Based on the generalized plot plan, the development does not meet the spacing requirements to have two driveways. The driveway for this development would need to be at least 425 feet from the neighboring driveway to the South.

The TxDOT Access Management Committee will have additional comments once this is presented to them with formal construction drawings and additional information in regards to the purpose of this development is provided.

El Paso County Water Improvement District

No comments received.



ITEM 24

East of Dyer St. and North of Sean Haggerty
Dr./Angora Loop Ave.

Rezoning

PZRZ21-00022

Strategic Goal 3.

Promote the Visual Image of
El Paso

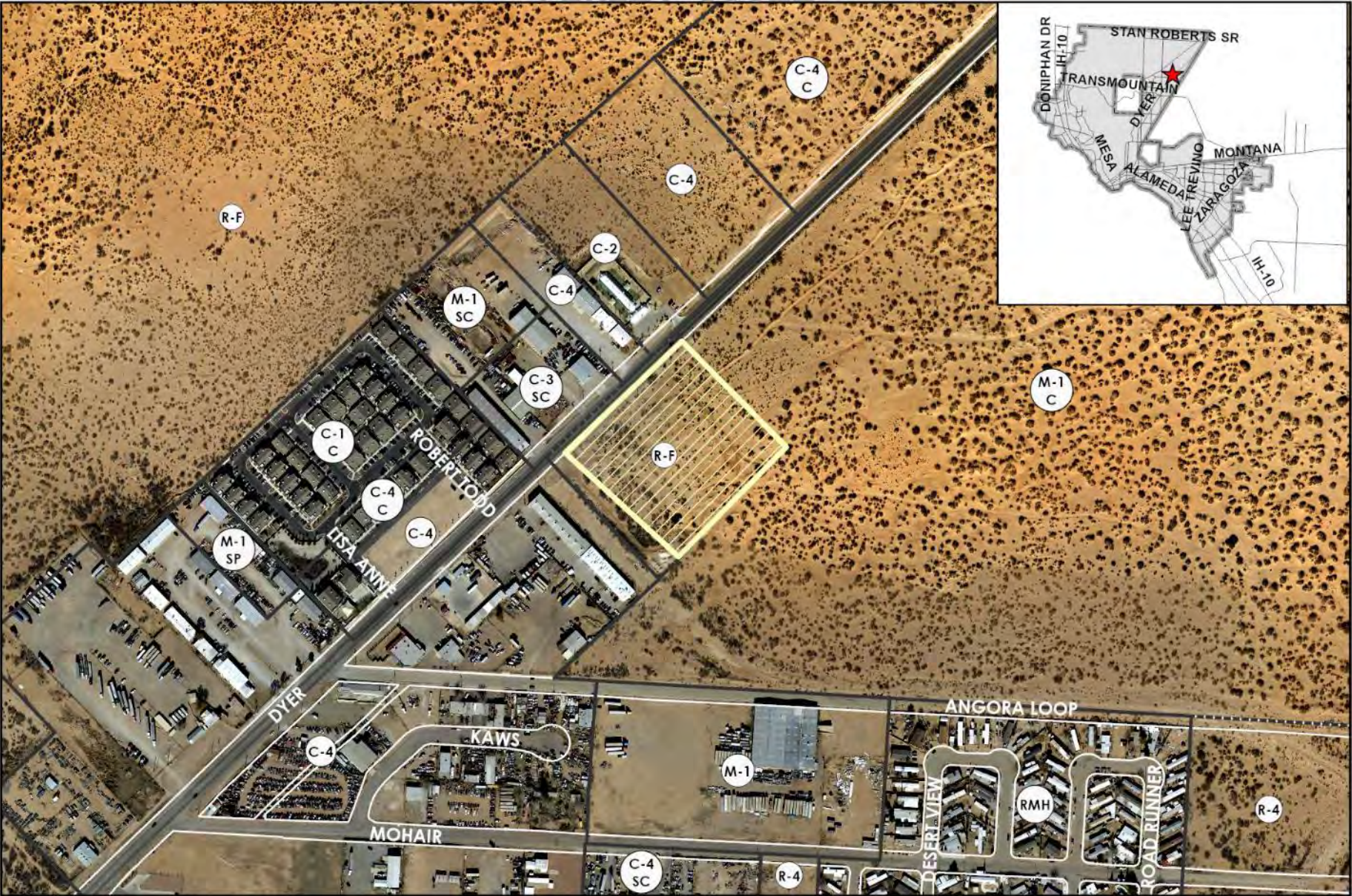




Recommendation

- Staff recommends approval of the rezoning request
 - City Plan Commission recommends approval (8-0) of the rezoning request

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 & Inspection Department Planning Division makes no claim to its accuracy or completeness.

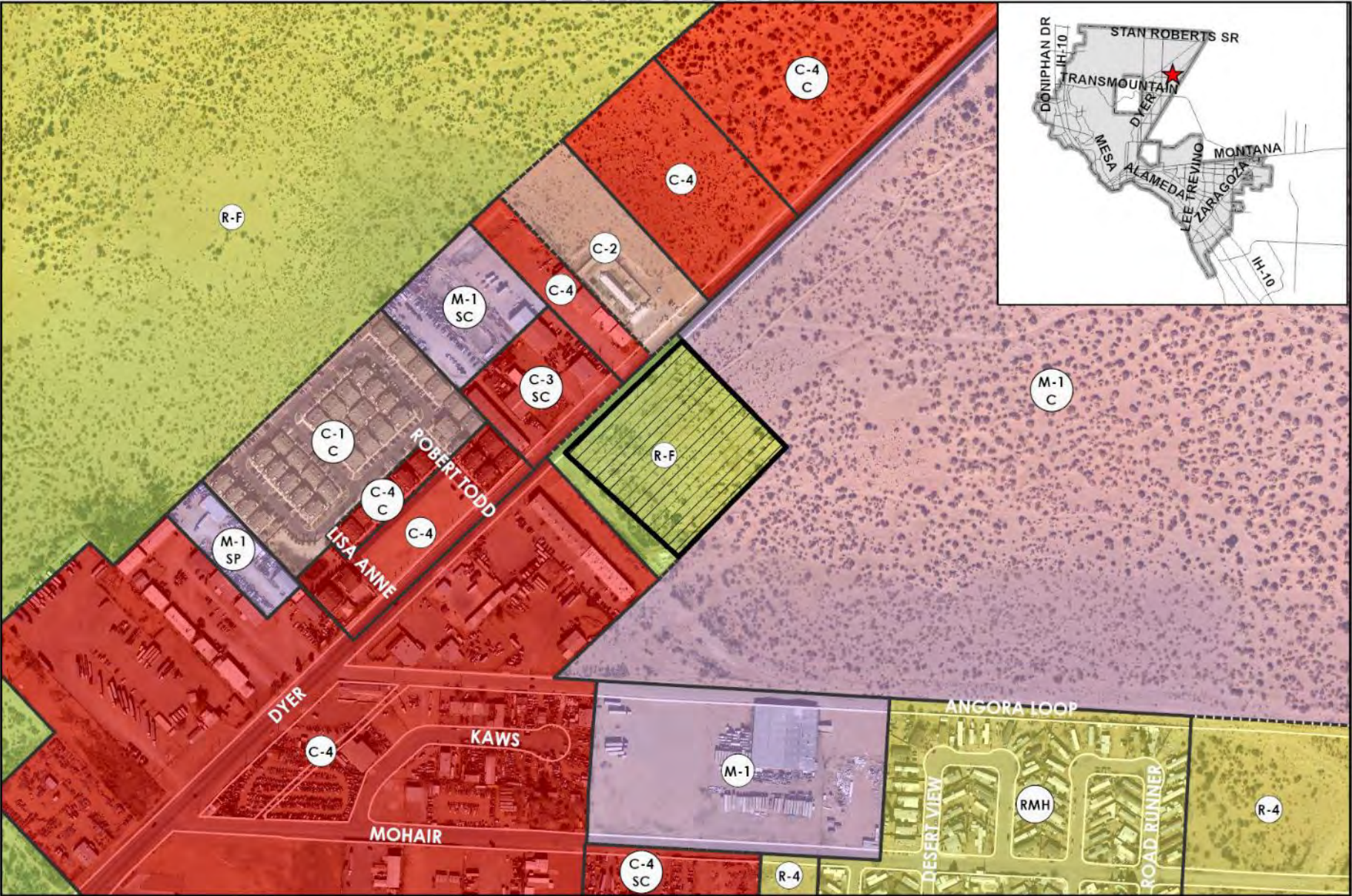


Subject Property

0 125 250 500 750 1,000 Feet



Existing Zoning



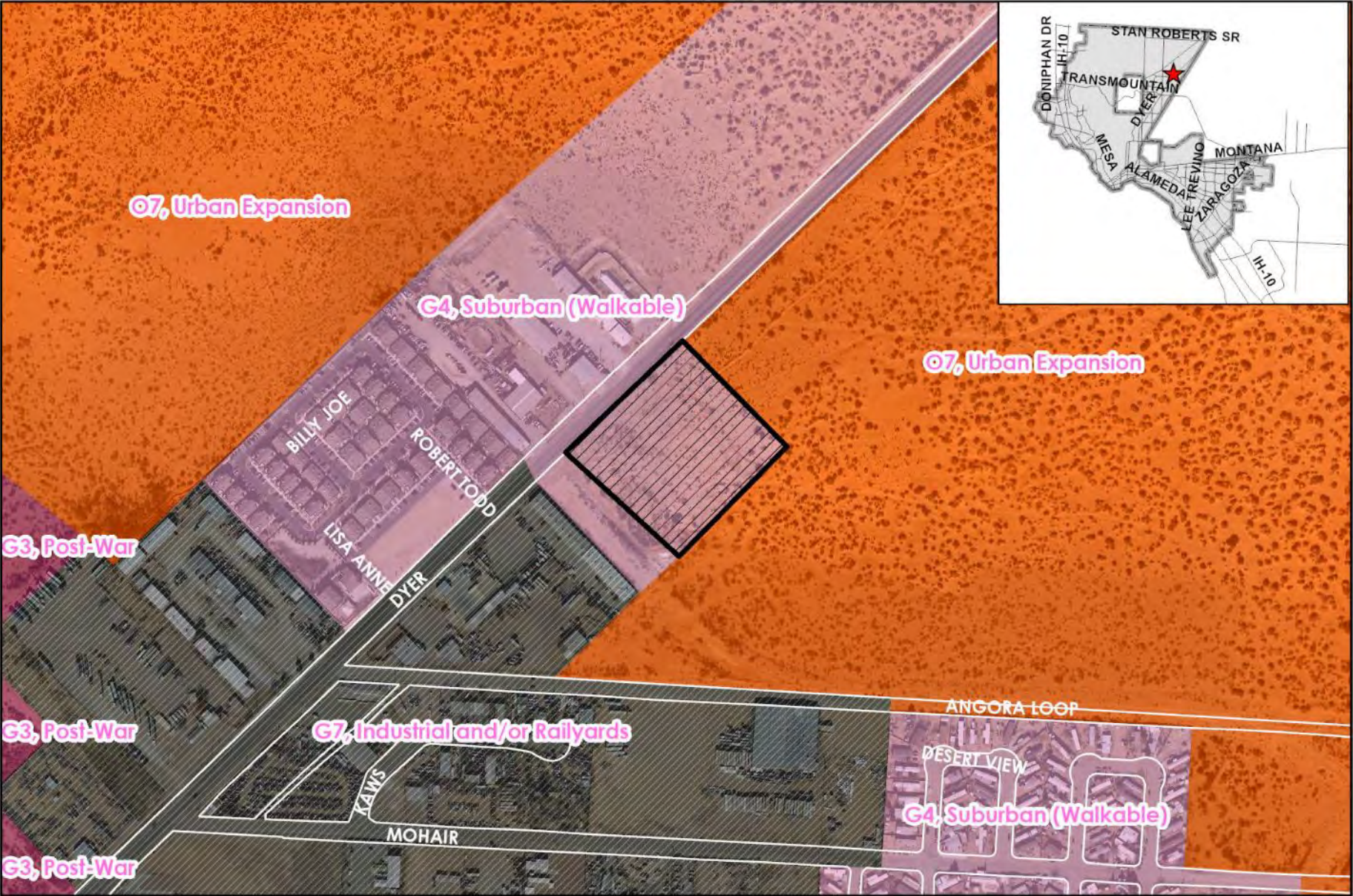
This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The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



 Subject Property

0 125 250 500 750 1,000 Feet

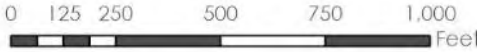




This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The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



Subject Property



Future Land Use

NOTES:
PROPOSED DRIVEWAYS WILL BE SUBJECT TO
TXDOT APPROVAL AT TIME OF DEVELOPMENT.



CURRENT ZONING = RF
PROPOSED ZONING = C4



GENERALIZED PLOT MAP

SCALE 1" = 100'

NOTES:
EXHIBIT PREPARED FOR REZONING APPLICATION PURPOSES
ONLY. SITEPLAN LAYOUT SHOWN IS CONCEPTUAL ONLY.
APPLICANT IS NOT

LEGAL DESCRIPTION:
TRACT 8C, SECTION 29, BLOCK 80, TOWNSHIP 1, TEXAS
AND PACIFIC RAILROAD COMPANY SURVEYS, CITY OF EL
PASO, EL PASO COUNTY, EL PASO, TEXAS
(±5.367-ACRES) PID No. X58099912906580.



Subject Property

Surrounding Development



W



N



S



Public Input

- Notices were mailed to property owners within 300 feet on September 16, 2021.
- The Planning Division has not received any communications in support nor opposition to the request.





Mission

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



Vision

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



Values

Integrity, Respect, Excellence, Accountability, People



Legislation Text

File #: 21-1314, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 2

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

Planning and Inspections, Armida R. Martinez, (915) 212-1605

AGENDA LANGUAGE:

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

An Ordinance vacating a portion of City Right-of-Way over a portion of San Jose Street, Highland Park Addition Amended Map, City of El Paso, El Paso County, Texas.

Subject Property: East of Cotton St. and North of Murchison Dr.

Applicant: Scenic View Townhomes LLC, Patricia Mendoza and City of El Paso, SURW20-00004

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

AGENDA DATE: November 23, 2021
PUBLIC HEARING DATE: December 7, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Armida R. Martinez, (915) 212-1605

DISTRICT(S) AFFECTED: District 2

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance vacating a portion of City Right-of-Way over a portion of San Jose Street, Highland Park Addition Amended Map, City of El Paso, El Paso County, Texas;

Subject Property: East of Cotton St. and North of Murchison Dr.

Applicant: Scenic View Townhomes LLC, Patricia Mendoza and City of El Paso, SURW20-00004

BACKGROUND / DISCUSSION:

The request is to vacate 0.2411 acres of San Jose Street. The area to be vacated is requested for development of the site. The subject property was platted in 1923 and has remained unimproved. City Plan Commission recommended 6 to 0 to approve the proposed right-of-way vacation on March 25, 2021. The Planning Division received one call and two emails of inquiry, along with one call in opposition to the vacation request.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE VACATING A PORTION OF CITY RIGHT-OF-WAY OVER A PORTION OF SAN JOSE STREET, HIGHLAND PARK ADDITION AMENDED MAP, CITY OF EL PASO, EL PASO COUNTY, TEXAS

WHEREAS, the abutting property owners have requested vacation of the City right-of-way located on a parcel of land being a portion of San Jose Street, Highland Park Addition Amended Map, City of El Paso, El Paso County, Texas; and,

WHEREAS, after public hearing the City Plan Commission recommended that a portion of San Jose Street, Highland Park Addition Amended Map, City of El Paso, El Paso County, Texas, should be vacated and the City Council finds that said portion of right-of-way is not needed for public use and should be vacated as recommended;

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

That a determination has been made that it is in the best interest of the public that the City Right-of-Way located on the property described as a portion of San Jose Street, Highland Park Addition Amended Map, City of El Paso, El Paso County, Texas, and which is more fully described in the attached metes and bounds description, identified as Exhibit "A" and in the attached survey identified as Exhibit "B" and made a part hereof by reference is hereby vacated.

In addition, the City Manager is authorized to sign an instrument quitclaiming all of the City's right, title and interest in and to such vacated property to Scenic View Townhomes, LLC., Patricia Mendoza and City of El Paso.

ADOPTED this _____ day of _____, 20__.

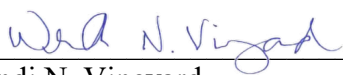
THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

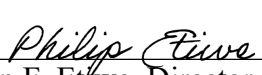
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etlwe, Director
Planning & Inspections Department

(Quitclaim Deed on following page)

EXHIBIT A

A Portion of San Jose Street,
Highland Park Addition Amended Map,
City of El Paso, El Paso County, Texas,
September 17, 2020

METES AND BOUNDS DESCRIPTION

(70' x 150') of San Jose Street
Exhibit "A"

FIELD NOTE DESCRIPTION of a portion of San Jose Street, Highland Park Addition Amended Map, City of El Paso, El Paso County, Texas, being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found 5/8" rebar at the southwest boundary corner of Lot 16, Block 47, Highland Park Addition Amended Map, same being the easterly right-of-way line of Cotton Avenue (70' R.O.W.) and northerly right-of-way line of San Jose Street (70' R.O.W.) and the **POINT OF BEGINNING** of the herein described parcel;

THENCE, leaving said easterly right-of-way line of Cotton Avenue and along the northerly right-of-way line of San Jose Street, South 90°00'00" East, a distance of 150.00 feet to a point for corner at the common boundary corner of Lots 10 and 11;

THENCE, leaving said northerly right-of-way of San Jose Street, South 00°00'00" West, a distance of 70.00 feet to a point for corner at the southerly right-of-way line of San Jose Street and the common boundary corner of Lots 26 and 27, Block 42;

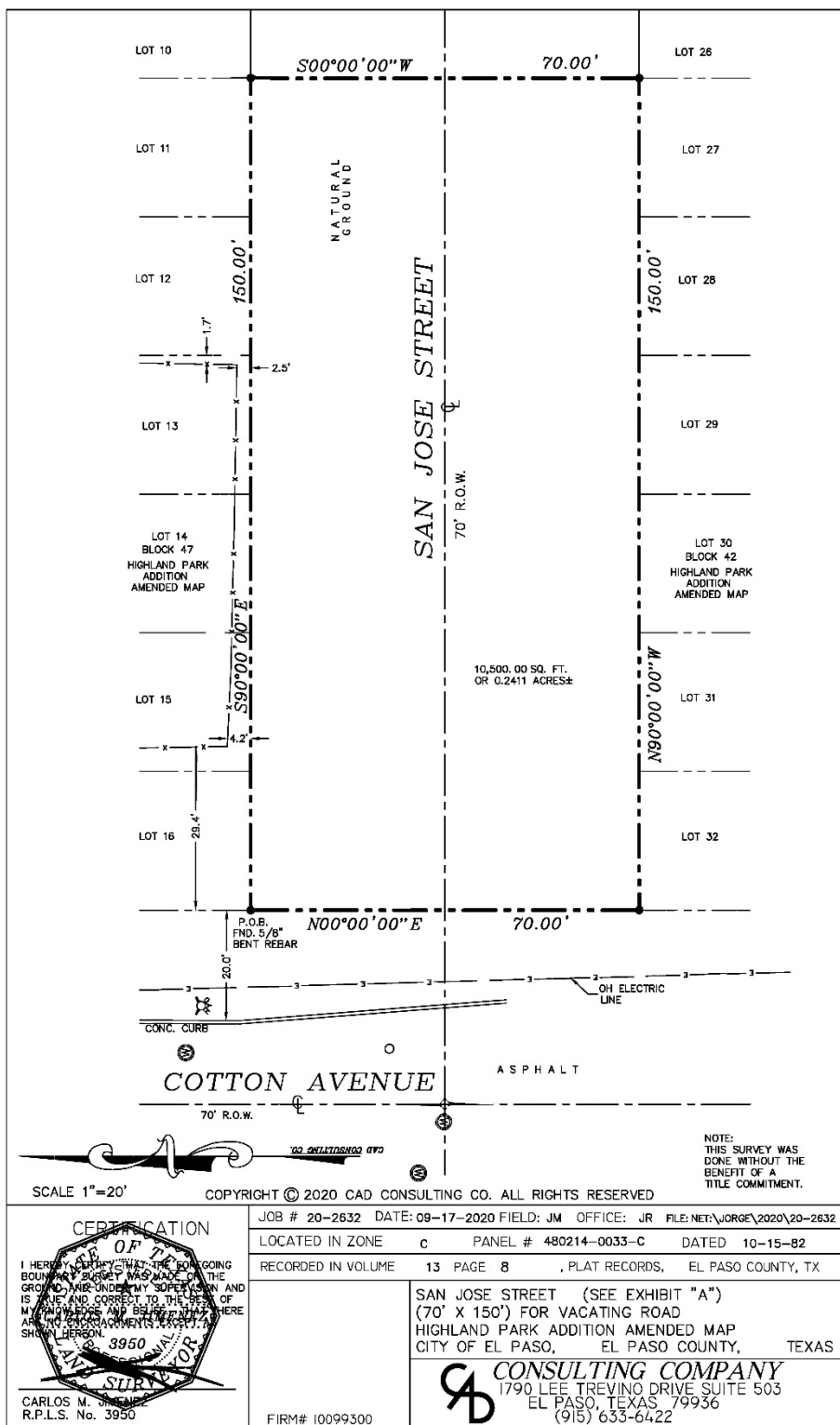
THENCE, leaving said common boundary corner of Lots 26 and 27, and along the southerly right-of-way line of San Jose Street, North 90°00'00" West, a distance of 150.00 feet to a point for corner at the easterly right-of-way line of Cotton Avenue and the northwest boundary corner of Lot 32;

THENCE, leaving said northwest boundary corner of Lot 32, North 00°00'00" East, a distance of 70.00 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 10,500.00 square feet or 0.2411 acres of land more or less.

CAD Consulting Co.
1790 Lee Trevino Drive, Suite 503
El Paso, Texas 79936
(915) 633-6422
I:\M&B\2020\20-2632_San Jose Street



EXHIBIT B



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS }
 }
COUNTY OF EL PASO }

QUITCLAIM DEED

That in consideration of the receipt by the **CITY OF EL PASO** of TEN DOLLARS (\$10.00) and other valuable consideration, the sufficiency of which is acknowledged, **THE CITY OF EL PASO**, has released and quitclaimed and by these presents does release and quitclaim unto Scenic View Townhomes, LLC (the "Grantee"), all its rights, title interest, claim and demand in and to the property which was vacated, closed and abandoned by Ordinance No. _____, passed and approved by the City Council of the City of El Paso and described as **A PORTION OF SAN JOST STREET, HIGHLAND PARK ADDITION AMENDED MAP, CITY OF EL PASO, EL PASO COUNTY, TEXAS**, which is more fully described in the attached metes and bounds description, identified as Exhibit "A" and in the attached survey identified as Exhibit "B" and made a part hereof by reference.

WITNESS the following signatures and seal this _____ day of _____, 20__.

CITY OF EL PASO

ATTEST:

Tomás González, City Manager

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Wendi N. Vineyard
Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe
Philip F. Etiwe, Director
Planning and Inspections Department

(Acknowledgement on following page)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

 This instrument is acknowledged before me on this _____ day of _____, 20__,
by Tomás González, as City Manager for the CITY OF EL PASO.

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

My Commission Expires:

AFTER FILING RETURN TO:
Scenic View Townhomes LLC
3518 Durazno Ave.
El Paso, Texas 79905

EXHIBIT A

A Portion of San Jose Street,
Highland Park Addition Amended Map,
City of El Paso, El Paso County, Texas,
June 16, 2021

METES AND BOUNDS DESCRIPTION

A Portion of San Jose Street
Exhibit "E"

FIELD NOTE DESCRIPTION of a portion of San Jose Street, Highland Park Addition Amended Map, City of El Paso, El Paso County, Texas, being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found 5/8" rebar at the southwest boundary corner of Lot 16, Block 47, Highland Park Addition Amended Map, same being the easterly right-of-way line of Cotton Avenue (70' R.O.W.) and northerly right-of-way line of San Jose Street (70' R.O.W.) and the **POINT OF BEGINNING** of the herein described parcel;

THENCE, leaving said easterly right-of-way line of Cotton Avenue and along the northerly right-of-way line of San Jose Street, South 90°00'00" East, a distance of 150.00 feet to a Set ½ iron rebar for corner at the common boundary corner of Lots 10 and 11;

THENCE, leaving said northerly right-of-way of San Jose Street, South 00°00'00" West, a distance of 35.00 feet to a Set ½ iron rebar for corner at the center right-of-way line of San Jose Street;

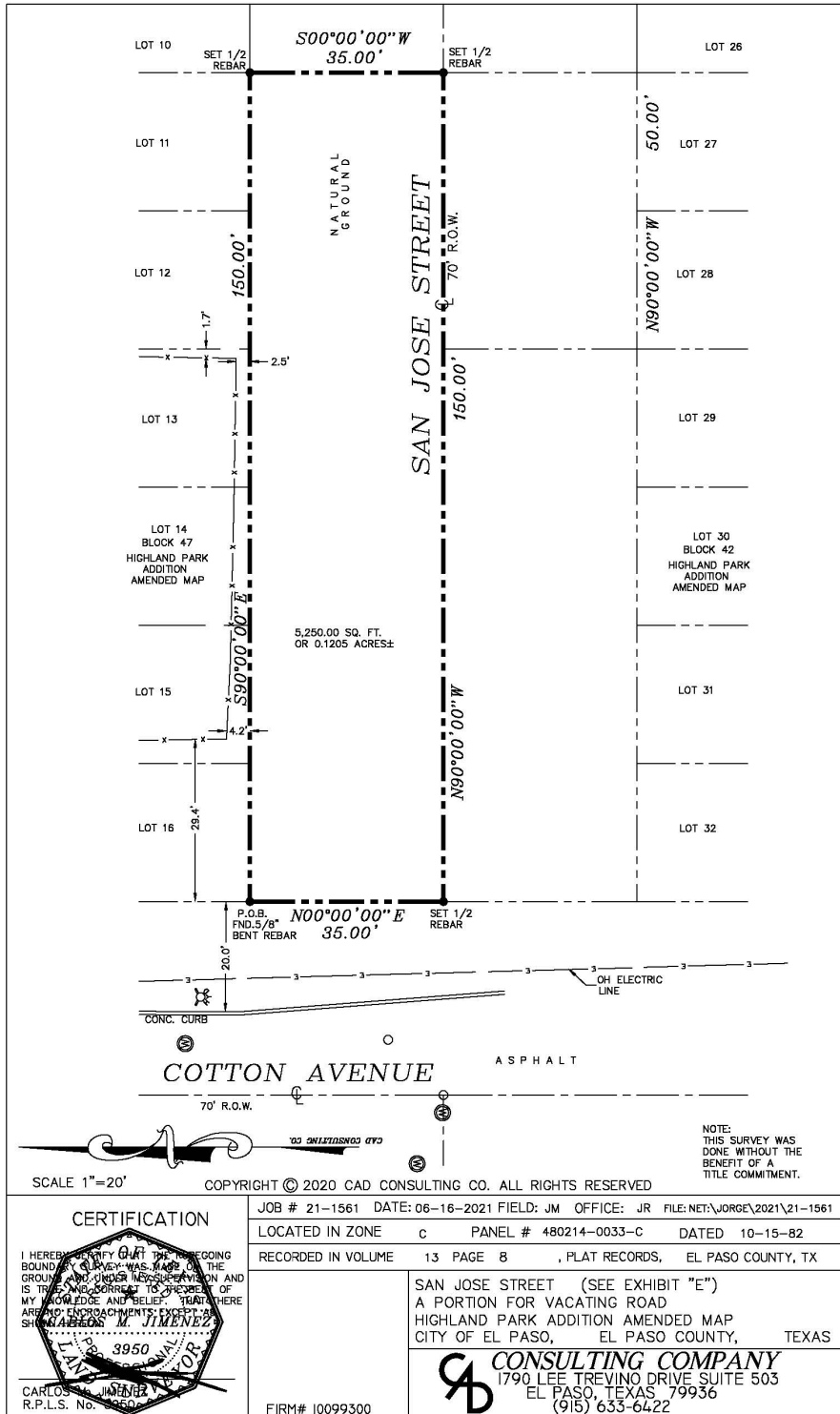
THENCE, along said center right-of-way line of San Jose Street, North 90°00'00" West, a distance of 150.00 feet to a Set ½ iron rebar for corner at the easterly right-of-way line of Cotton Avenue;

THENCE, along the easterly right-of-way line of Cotton Avenue, North 00°00'00" East, a distance of 35.00 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 5,250.00 square feet or 0.1205 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\2020\21-1561_San Jose Street (E)



EXHIBIT B



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS }
 }
COUNTY OF EL PASO }

QUITCLAIM DEED

That in consideration of the receipt by the **CITY OF EL PASO** of TEN DOLLARS (\$10.00) and other valuable consideration, the sufficiency of which is acknowledged, **THE CITY OF EL PASO**, has released and quitclaimed and by these presents does release and quitclaim unto Patricia Mendoza (the "Grantee"), all its rights, title interest, claim and demand in and to the property which was vacated, closed and abandoned by Ordinance No. _____, passed and approved by the City Council of the City of El Paso and described as **A PORTION OF SAN JOSE STREET, HIGHLAND PARK ADDITION AMENDED MAP, CITY OF EL PASO, EL PASO COUNTY, TEXAS**, which is more fully described in the attached metes and bounds description, identified as Exhibit "A" and in the attached survey identified as Exhibit "B" and made a part hereof by reference.

WITNESS the following signatures and seal this _____ day of _____, 20__.

CITY OF EL PASO:

ATTEST:

Tomás González, City Manager

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Wendi N. Vineyard
Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etlwe
Philip F. Etlwe, Director
Planning and Inspections Department

(Acknowledgement on following page)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

 This instrument is acknowledged before me on this ____ day of _____, 20__,
by Tomás González, as City Manager for the CITY OF EL PASO.

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

My Commission Expires:

AFTER FILING RETURN TO:

Patricia Mendoza
1330 Cotton
El Paso, Texas 79930

EXHIBIT A

A Portion of San Jose Street,
Highland Park Addition Amended Map,
City of El Paso, El Paso County, Texas,
May 3, 2021

METES AND BOUNDS DESCRIPTION

A Portion of San Jose Street
Exhibit "C"

FIELD NOTE DESCRIPTION of a portion of San Jose Street, Highland Park Addition Amended Map, City of El Paso, El Paso County, Texas, being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found 5/8" rebar at the southwest boundary corner of Lot 16, Block 47, Highland Park Addition Amended Map, same being the easterly right-of-way line of Cotton Avenue (70' R.O.W.) and northerly right-of-way line of San Jose Street (70' R.O.W.); **THENCE**, leaving the northerly right-of-way line of San Jose Street, South 90°00'00" East, a distance of 35.00 feet to a Set ½ inch iron rod for corner along the center right-of-way line of San Jose Street and the **POINT OF BEGINNING** of the herein described parcel;

THENCE, along said center right-of-way line of San Jose Street, South 90°00'00" East, a distance of 100.00 feet to a Set ½ inch iron rod for corner;

THENCE, leaving said center right-of-way line of San Jose Street, South 00°00'00" West, a distance of 35.00 feet to a Set ½ inch iron rod for corner at the common boundary corner of Lots 28 and 29;

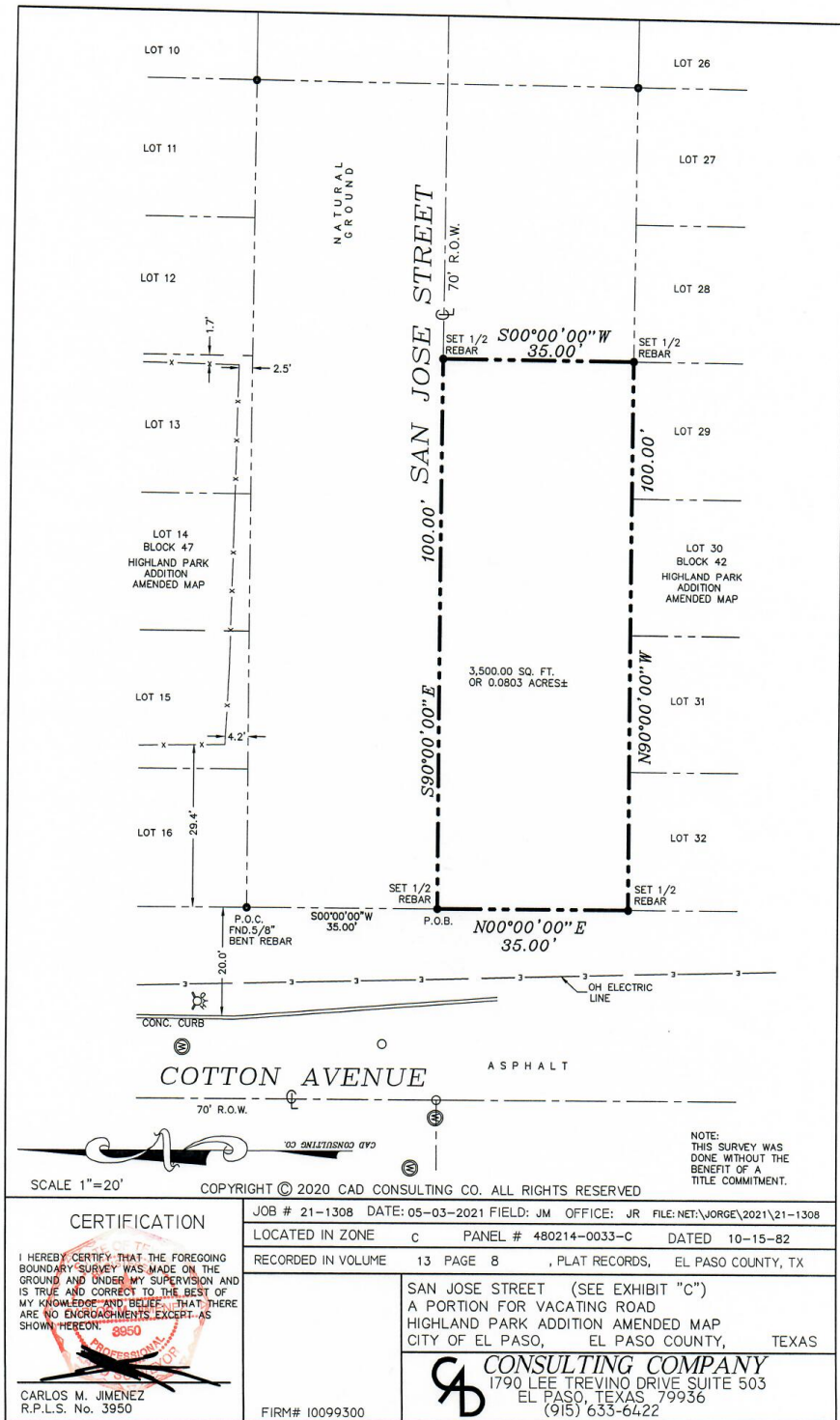
THENCE, along said southerly right-of-way of San Jose Street, North 90°00'00" West, a distance of 100.00 feet to a Set ½ inch iron rod for corner at the easterly right-of-way line of Cotton Avenue and the common boundary corner of Lot 32, Block 42;

THENCE, along the easterly right-of-way line of Cotton Avenue, North 00°00'00" East, a distance of 35.00 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 3,500.00 square feet or 0.0803 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\2020\21-1308_San Jose Street Exhibit C



EXHIBIT B



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS }
 }
COUNTY OF EL PASO }

QUITCLAIM DEED

That in consideration of the receipt by the **CITY OF EL PASO** of TEN DOLLARS (\$10.00) and other valuable consideration, the sufficiency of which is acknowledged, **THE CITY OF EL PASO**, has released and quitclaimed and by these presents does release and quitclaim unto El Paso Water (the "Grantee"), all its rights, title interest, claim and demand in and to the property which was vacated, closed and abandoned by Ordinance No. _____, passed and approved by the City Council of the City of El Paso and described as **A PORTION OF SAN JOSE STREET, HIGHLAND PARK ADDITION AMENDED MAP, CITY OF EL PASO, EL PASO COUNTY, TEXAS**, which is more fully described in the attached metes and bounds description, identified as Exhibit "A" and in the attached survey identified as Exhibit "B" and made a part hereof by reference.

WITNESS the following signatures and seal this _____ day of _____, 20__.

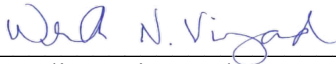
CITY OF EL PASO:

ATTEST:

Tomás González, City Manager

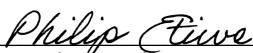
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning and Inspections Department

(Acknowledgement on following page)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this _____ day of _____, 20____,
by Tomás González, as City Manager for the CITY OF EL PASO.

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

My Commission Expires:

AFTER FILING RETURN TO:

City of El Paso – El Paso Water
1154 Hawkins Blvd.
El Paso, Texas 79925

EXHIBIT A

A Portion of San Jose Street,
Highland Park Addition Amended Map,
City of El Paso, El Paso County, Texas,
June 16, 2021

METES AND BOUNDS DESCRIPTION

A Portion of San Jose Street
Exhibit "D"

FIELD NOTE DESCRIPTION of a portion of San Jose Street, Highland Park Addition Amended Map, City of El Paso, El Paso County, Texas, being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found 5/8" rebar at the southwest boundary corner of Lot 16, Block 47, Highland Park Addition Amended Map, same being the easterly right-of-way line of Cotton Avenue (70' R.O.W.) and northerly right-of-way line of San Jose Street (70' R.O.W.); **THENCE**, leaving said easterly right-of-way line of Cotton Avenue and along the northerly right-of-way line of San Jose Street, South 90°00'00" East, a distance of 150.00 feet to a found ½ iron rebar for corner at the common boundary corner of Lots 10 and 11; **THENCE**, leaving said northerly right-of-way line of San Jose Street, South 00°00'00" West, a distance of 35.00 feet to a Set ½ iron rebar for corner at the center right-of-way line of San Jose Street and the **POINT OF BEGINNING** of the herein described parcel;

THENCE, leaving said center right-of-way of San Jose Street, South 00°00'00" West, a distance of 35.00 feet to a Set ½ iron rebar for corner at the southerly right-of-way line of San Jose Street and the common boundary corner of Lots 26 and 27, Block 42;

THENCE, leaving said common boundary corner of Lots 26 and 27, and along the southerly right-of-way line of San Jose Street, North 90°00'00" West, a distance of 50.00 feet to a Set ½ iron rebar for corner along the southerly right-of-way line of San Jose Street and the common boundary corner of Lots 28 and 29;

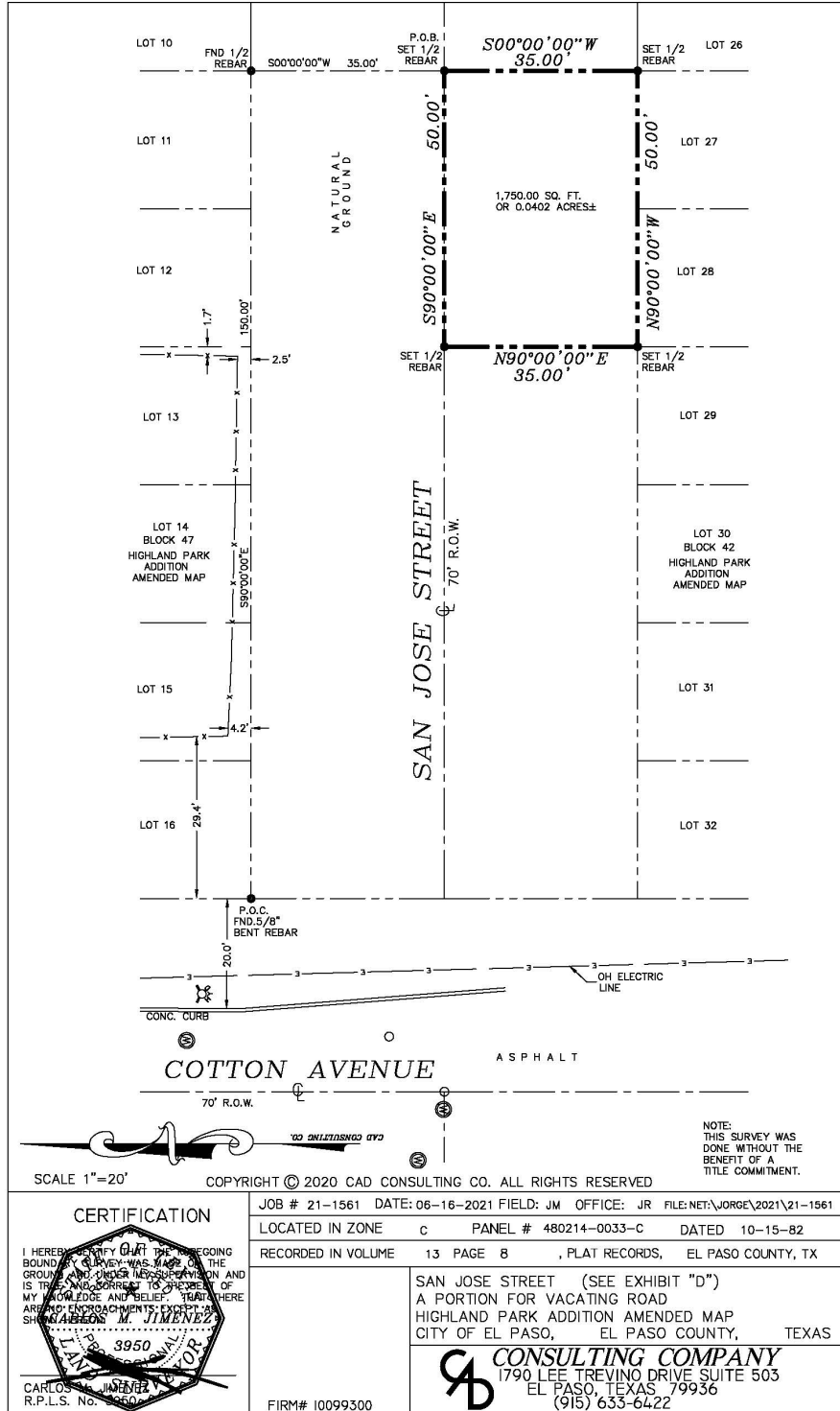
THENCE, leaving said common boundary corner of Lots 28 and 29 same being the southerly right-of-way line of San Jose Street, North 90°00'00" East, a distance of 35.00 feet to a Set ½ iron rebar for corner along the center right-of-way line of San Jose Street;

THENCE, along the center right-of-way line of San Jose Street, South 90°00'00" East, a distance of 50.00 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 1,750.00 square feet or 0.0402 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\2020\21-1561_San Jose Street (D)



EXHIBIT B



San Jose Right-of-Way Vacation

City Plan Commission — March 25, 2021 **REVISED**



CASE NUMBER/TYPE: SURW20-00004 – RIGHT-OF-WAY VACATION
CASE MANAGER: Armida R. Martinez, (915) 212-1605, martinezar@elpasotexas.gov
PROPERTY OWNER: City of El Paso
REPRESENTATIVE: Mancera Group
LOCATION: East of Cotton St. and North of Murchison Dr. (District 2)
PROPERTY AREA: 0.2411 acres
ZONING DISTRICT(S): A-2/sc (Apartments/special contact)
PUBLIC INPUT: Staff received one phone call and two emails of inquiry regarding this request and one call in opposition to the vacation request.

SUMMARY OF RECOMMENDATION: Staff recommends **APPROVAL** of San Jose Right-of-Way vacation.

San Jose Right-of-Way Vacation

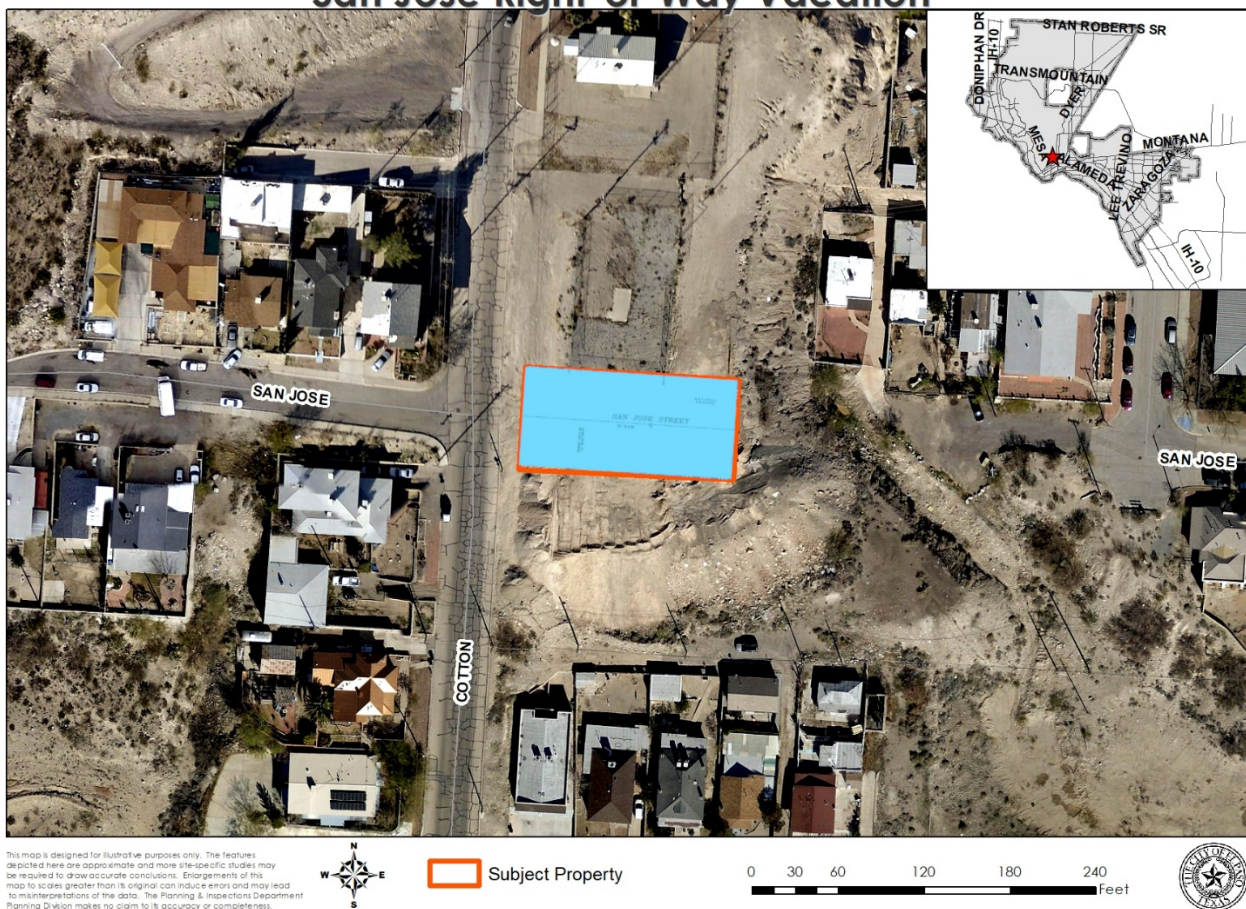


Figure A: Proposed plat with surrounding area

DESCRIPTION OF REQUEST: The applicant is requesting to vacate a 0.2411 acres of San Jose Street. The area to be vacated is requested for development of the site. The subject property is unimproved and has remained as such since the platting of the property in 1923.

CASE HISTORY/RELATED APPLICATIONS: N/A

NEIGHBORHOOD CHARACTER: Surrounding neighborhood characteristics are identified in the following table.

Surrounding Zoning and Use	
North	A-2/sc and R-5 (Apartments/special contract and Residential) Residential development
South	A-2/sc and R-5 (Apartments/special contract and Residential) / Vacant
East	R-5 (Residential) / Residential development
West	R-5 (Residential) / Residential development
Nearest Public Facility and Distance	
Park	Scenic Drive (0.12 miles)
School	Paul C. Moreno Elementary (0.04 miles)
Plan El Paso Designation	
G2, Traditional Neighborhood (Walkable)	
Impact Fee Service Area	
N/A	

PUBLIC COMMENT: Notices of the proposed right-of-way vacation were sent on March 11, 2021 to all property owners within 200 feet of the subject property. As of March 25, 2021, staff has received one phone call and two emails of inquiry regarding this request and one phone call in opposition to the vacation request.

CITY PLAN COMMISSION OPTIONS:

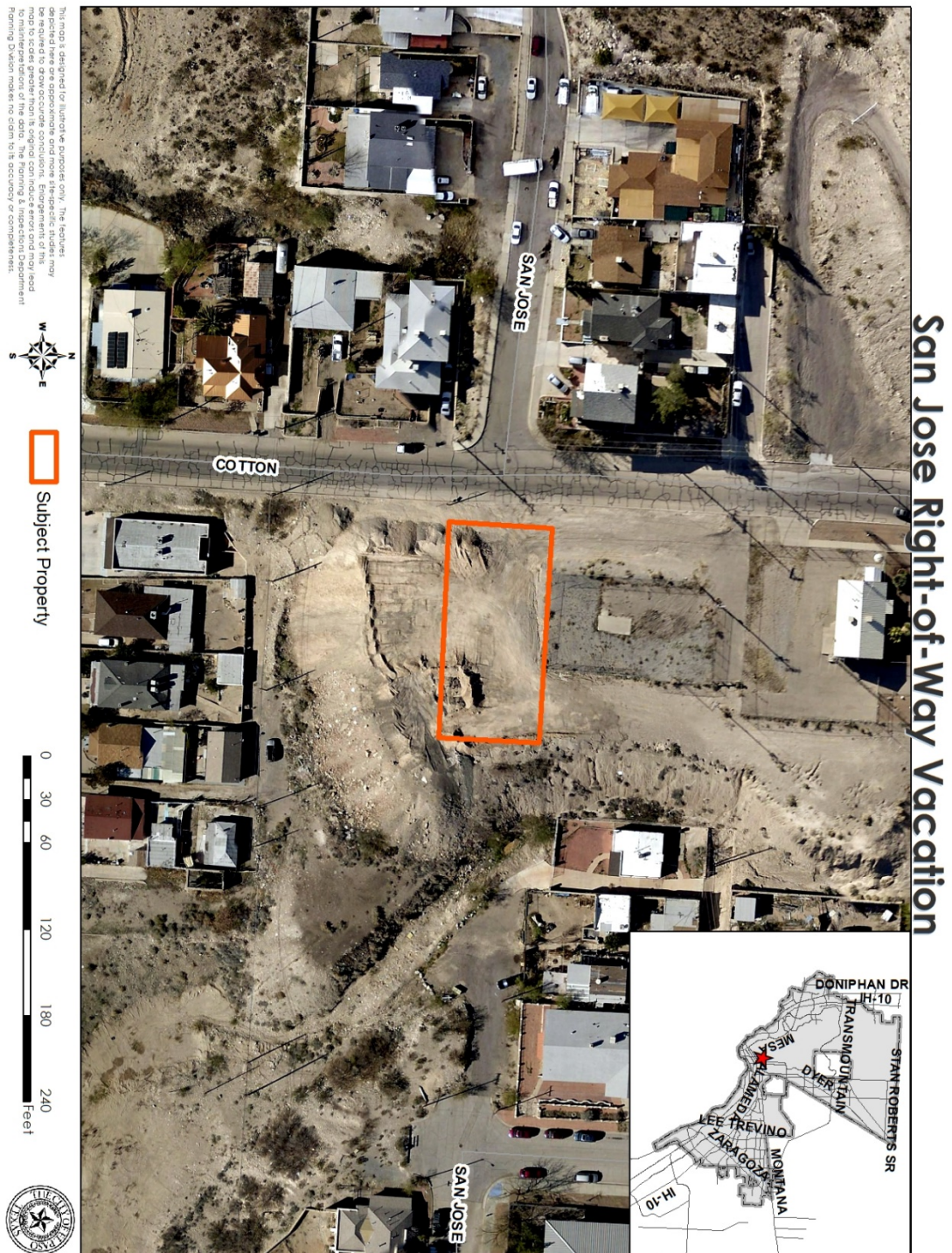
The City Plan Commission has the authority to advise City Council on right-of-way vacation requests. When a request is brought forward to the CPC for review, the Commission may take any of the following actions:

1. **Recommend Approval:** The CPC finds that the proposed vacation request is in conformance with all applicable requirements of Title 19 of the El Paso City Code. (Staff Recommendation)
2. **Recommend Approval with Conditions:** The CPC may recommend that City Council impose additional conditions on approval of the request that bring the request into conformance with all applicable requirements of Title 19 of the El Paso City Code.
3. **Recommend Denial:** The CPC finds that the proposed request is not in conformance with all applicable requirements of Title 19 of the El Paso City Code.

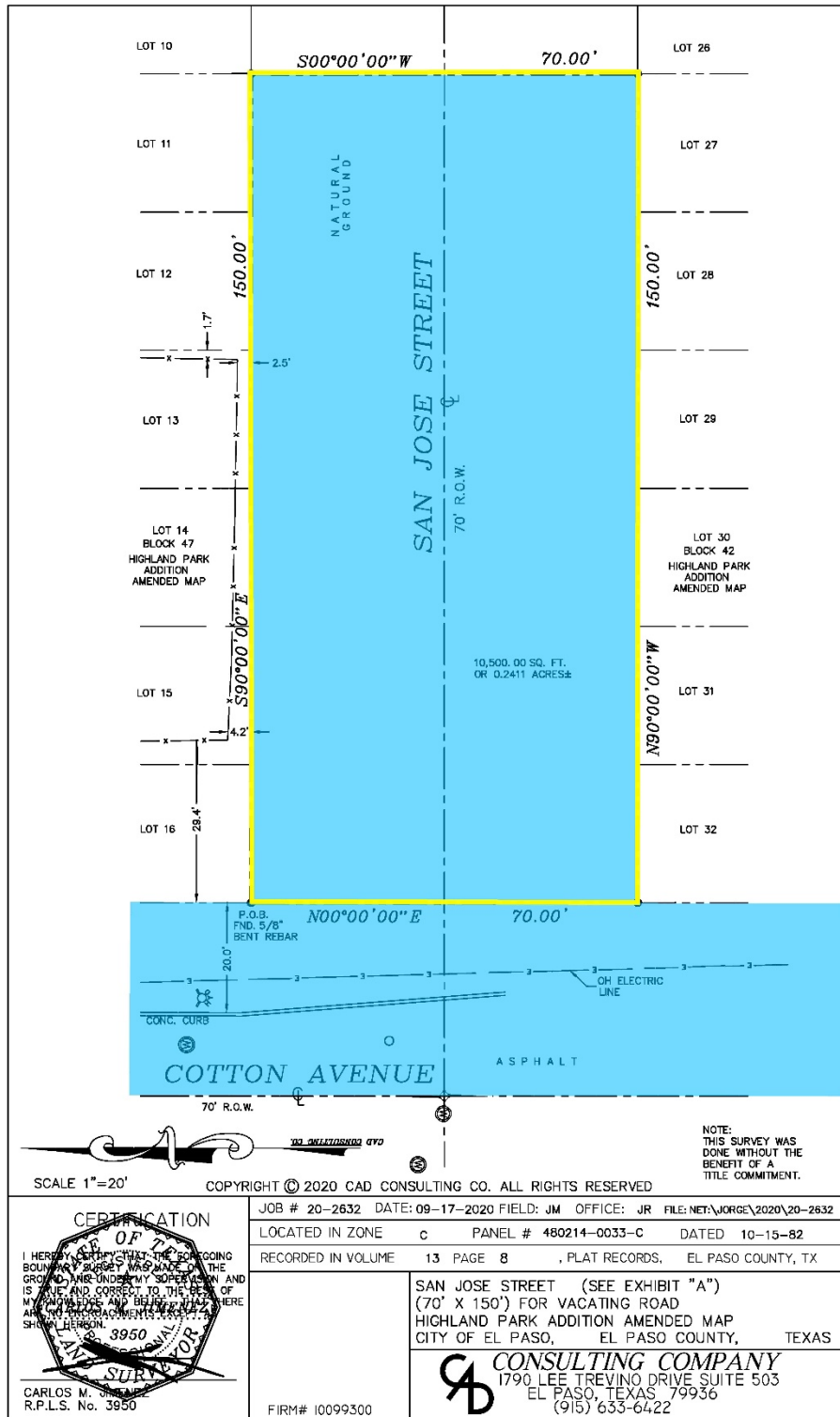
ATTACHMENTS:

1. Aerial Map
2. Survey
3. Metes and Bounds Description
4. Application
5. Letter of Inquiry
6. Department Comments

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

A Portion of San Jose Street,
Highland Park Addition Amended Map,
City of El Paso, El Paso County, Texas,
September 17, 2020

METES AND BOUNDS DESCRIPTION (70' x 150') of San Jose Street Exhibit "A"

FIELD NOTE DESCRIPTION of a portion of San Jose Street, Highland Park Addition Amended Map, City of El Paso, El Paso County, Texas, being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found 5/8" rebar at the southwest boundary corner of Lot 16, Block 47, Highland Park Addition Amended Map, same being the easterly right-of-way line of Cotton Avenue (70' R.O.W.) and northerly right-of-way line of San Jose Street (70' R.O.W.) and the **POINT OF BEGINNING** of the herein described parcel;

THENCE, leaving said easterly right-of-way line of Cotton Avenue and along the northerly right-of-way line of San Jose Street, South 90°00'00" East, a distance of 150.00 feet to a point for corner at the common boundary corner of Lots 10 and 11;

THENCE, leaving said northerly right-of-way of San Jose Street, South 00°00'00" West, a distance of 70.00 feet to a point for corner at the southerly right-of-way line of San Jose Street and the common boundary corner of Lots 26 and 27, Block 42;

THENCE, leaving said common boundary corner of Lots 26 and 27, and along the southerly right-of-way line of San Jose Street, North 90°00'00" West, a distance of 150.00 feet to a point for corner at the easterly right-of-way line of Cotton Avenue and the northwest boundary corner of Lot 32;

THENCE, leaving said northwest boundary corner of Lot 32, North 00°00'00" East, a distance of 70.00 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 10,500.00 square feet or 0.2411 acres of land more or less.

CAD Consulting Co.
1790 Lee Trevino Drive, Suite 503
El Paso, Texas 79936
(915) 633-6422
I:\M&B\2020\20-2632_San Jose Street



ATTACHMENT 4



VACATION PUBLIC EASEMENTS AND RIGHTS-OF-WAY APPLICATION

Date: September 22, 2020

File No. SURW20-00004

1. APPLICANTS NAME: Scenic View Townhomes, LLC
ADDRESS 3518 Durazno Ave. ZIP CODE 79905 TELEPHONE 915.850.0009
2. Request is hereby made to vacate the following: (check one)
Street ☒ Alley ☐ Easement ☐ Other ☐
Street Name(s) San Jose St. Subdivision Name Highland Park - Block 47
Abutting Blocks 47 and 42 Abutting Lots: On Block 47 Lots 11 to 16 and on Block 42 Lots 27 to 32
3. Reason for vacation request: Build Duplexes at 2101 San Jose. Applicant owns Lots 9-16 (11 total) on Block 47 yet Lots 9 and 10 are undevelopable. Across street to be vacated, 1330 Cotton, property is only developable land in Block 42. Owner also expressed interest in vacating street. Balance of block 42 is owned by PSB or City.
4. Surface Improvements located in subject property to be vacated:
None ☒ Paving ☐ Curb & Gutter ☐ Power Lines/Poles ☐ Fences/Walls ☐ Structures ☐ Other ☐
5. Underground Improvements located in the existing rights-of-way: Do not know
None ☐ Telephone ☐ Electric ☐ Gas ☐ Water ☐ Sewer ☐ Storm Drain ☐ Other ☐
6. Future use of the vacated right-of-way:
Yards ☒ Parking ☒ Expand Building Area ☐ Replat with abutting Land ☐ Other ☐ Ingress/Egress
7. Related Applications which are pending (give name or file number): None
Zoning ☐ Board of Adjustment ☐ Subdivision ☐ Building Permits ☐ Other ☐
8. Signatures: All owners of properties which abut the property to be vacated must appear below with an adequate legal description of the properties they own (use additional paper if necessary).

Signature	Legal Description	Telephone
<u>See Exhibit A</u>		

The undersigned Owner/Applicant/Agent understands that the processing of this Application will be handled in accordance with the procedure for Requesting Vacations and that no action on processing will be taken without payment of the non-refundable processing fee. It is further understood that acceptance of this application and fee in no way obligates the City to grant the Vacation. I/We further understand that the fee, if the Vacation is granted will be determined by the City of El Paso and a Certified or Cashier's Check must be presented before the request will be recommended for Council action.

The undersigned acknowledges that he or she is authorized to do so, and upon the City's request will provide evidence satisfactory to the City confirming these representations.

The granting of a vacation request shall not be construed to be a waiver of or an approval of any violation of any of the provisions of any applicable City ordinances.

OWNER SIGNATURE: [Signature]

REPRESENTATIVE SIGNATURE: [Signature]

REPRESENTATIVE (PHONE): Ray Mancera (915) 532-2444

REPRESENTATIVE (E-MAIL): Ray@ManceraGroup.com

NOTE: SUBMITTAL OF AN APPLICATION DOES NOT CONSTITUTE ACCEPTANCE FOR PROCESSING UNTIL THE PLANNING DEPARTMENT REVIEWS THE APPLICATION FOR ACCURACY AND COMPLETENESS.
Planning & Inspections Department

811 Texas | P.O. Box 1890 | El Paso, Texas 79950-1890 | (915) 212-0085

City of El Paso
300 N. Campbell St
El Paso, TX 79901

EXHIBIT A

Signature Page as required in:


VACATION PUBLIC EASEMENTS AND RIGHTS OF WAY APPLICATION

8. Signatures: All owners of properties which abut the property to be vacated must appear below with an adequate legal description of the properties they own (use additional paper if necessary).

Signature

Legal Description

Telephone

 John E. Balliew President / CEO	Lots 17 through 28, Block 42, Third Amended Map of Highland Park Addition, an Addition to the City of El Paso, El Paso County, Texas	(915) 594-5513
---	--	----------------

Return to:

Ray Mancera
1790 Lee Trevino, Suite 408
El Paso, TX 79936
(915) 532.2444
Ray@ManceraGroup.com

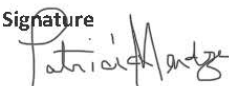
Patricia Y. Mendoza
1330 Cotton
El Paso, TX 79930

EXHIBIT A

Signature Page as required in:

VACATION PUBLIC EASEMENTS AND RIGHTS OF WAY APPLICATION

8. Signatures: All owners of properties which abut the property to be vacated must appear below with an adequate legal description of the properties they own (use additional paper if necessary).

Signature	Legal Description	Telephone
	Lots 29 through 32, Block 42, Third Amended Map of Highland Park Addition, an Addition to the City of El Paso, El Paso County, Texas	915-490-1057

Return to:
Ray Mancera
1790 Lee Trevino, Suite 408
El Paso, TX 79936
(915) 532.2444
Ray@ManceraGroup.com

ATTACHMENT 5

Eduardo Calderon
2029 San Jose Ave
El Paso Texas 79902

915-565-0286
eduardo9202@gmail.com

March 22nd 2021

Planning and Inspections
attn: Martinezar@elpasotexas.gov
801 Texas Ave
El Paso TX 79901

re:Public Notice on meeting March 25 2021 at 130pm
case:SURW20-0004 San Jose right of way vacation

Positives:

This parcel where you have your road assigned, but not developed, serves no purpose to develop as a road, as the cost is enormous (getting rid of 1000's tons of fill that has been added over the last 40 years (by the owners) plus possibly dealing with a massive retaining wall), the grade is too high, and the usage would be negligible,

Development makes sense, especially since it will bring in new taxes to our depleted city coffers.

Negatives:

The last work done on that land was in the last couple of years where 10 to 15 feet of fill was added mainly to the southern portion to increase the lot usage size (vs building a retaining wall).

1. Will this new fill continue to settle and ruin the development?
2. The alley below, which is used by the homes south of it has increased in height by about three feet of fill to encumber on the stone fences and pose a danger to the owners/renters. This needs to be rectified. Those living east of the lot may also have spillover issues.
3. This 1000's of tons of additional fill will continue to erode (possible runoffs) and cause problems for the people below (& east) and the construction project.

Solutions:

We need assurance that the settling of dirt is addressed in the owners' designs so any work to be done will not crack and cause devaluation and problems for our area.

The block below needs the safety and assurance that no runoffs will continue, perhaps by placing a solid retaining wall. The alley below needs the excess tonnage of fill to be cleared up as soon as possible.

If damage does happen with the existing illegal fill or in future collapses, water runoffs, and dirt/water erosions, the city could be liable for allowing this issue to not be addressed in preventive designs to keep this from happening. Will you lose leverage, once you vacate the street???

Sincerely

Eduardo Calderon

ATTACHMENT 6

Planning and Inspections Department- Planning Division

Developer / Engineer shall address the following comments:

1. Submit to the Planning & Inspections Department – Planning Division the following prior to recording of the subdivision:
 - a: Current certificate tax certificate(s)
 - b: Current proof of ownership.
 - c: Release of access document, if applicable.
 - d: Set of restrictive covenants, if applicable.
2. Every subdivision shall provide for postal delivery service. The subdivider shall coordinate the installation and construction with the United States Postal Service in determining the type of delivery service for the proposed subdivision. In all cases, the type and location of delivery service shall be subject to the approval of the United States Postal Service.
3. Provide a metes and bounds and survey for each property owner's proportionate share. They are required as part of the quitclaim deeds and ordinance.

Planning and Inspections Department- Land Development Division

We have reviewed subject plats and recommend Approval.

The Developer/Engineer shall address the following comments:

No objections to proposed street vacation.

EPWU Stormwater Comments:

EPWater-SW does not object to the vacation request provided the ground within City property is not filled.

Parks and Recreation Department

We have reviewed **San Jose Right of Way Easement Vacation** survey maps and on behalf of Parks & Recreation Department we offer "No" objections to this proposed easement vacation request.

Sun Metro

No objections.

Fire Department

Recommend approval.

Streets and Maintenance Department

No comment.

Capital Improvement Department

No comments received.

El Paso Water

We have reviewed the above referenced proposed vacation and provide the following comments:

El Paso Water does not object.

Based upon an investigation conducted by the El Paso Water, no sanitary sewer mains were found along San Jose Street immediately east of Cotton Street.

EPWater Records depict a six (6) inch diameter sanitary sewer main that transects Lots 30 and 31, Block 42, the Alley located between San Jose Street and Portland Street, east of Cotton Street, as well as Lot 15, Block 42, Highland Park Addition. However, based upon an investigation conducted by the El Paso Water, the existing six (6) inch sanitary sewer main was found plugged at approximately 15 feet north of the manhole located along Portland Street.

EPW-PSB Comments

Water:

EPWater Records do not depict existing water mains along San Jose Street between Cotton Street and Ohio Street.

Along Cotton Street between San Diego Avenue and Portland Street there is an existing six (6) inch diameter water main. This main is available for service.

Along the alley located between San Diego Street and San Jose Street there is an existing six (6) inch diameter water main. This main is available for service.

Previous water pressure readings conducted on fire hydrant number 633 located at the northeast corner of Cotton Street and San Jose Avenue have yielded a static pressure of 94 pounds per square inch (psi), residual pressure of 88 psi, discharge of 1,501 gallons per minute (gpm). Private water pressure regulating devices will be required at the discharge side of each water meter. The seller of the property / the Developer shall include in the sale of contract documents that the lot/home buyer shall acquire ownership of the above-described water pressure regulating devices to be located at the discharge side of the water meters. Additionally, the lot/home buyer shall be responsible for the operation and maintenance of the above-described water pressure regulating devices.

Sanitary Sewer:

Along Cotton Street between San Diego Avenue and Portland Street there is an existing eight (8) inch diameter sanitary sewer main. This main is available for service.

From the intersection of San Jose Street and Ohio Avenue along San Jose Street towards the west there is an existing eight (8) inch diameter sanitary sewer main. This main dead-ends approximately 160 feet west of Ohio Avenue. This main is available for service.

General

EPWater requires a new service application to initialize design of the water and sanitary sewer main extensions to serve the subject property. New service applications are available at 1154 Hawkins, 3rd Floor. The following items are required at the time of application: (1) hard copy of subdivision plat; (2) finalized set of street improvement plans, including storm sewer; (3) digital copy of subdivision plat; (4) benchmark check; and (5) construction schedule. Service will be provided in accordance with the current EPWater – 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

For the proposed development at San Jose St. ROW Vacation, EPWater - Stormwater Engineering has the following comments:

1. EPWater-SW does not object to the vacation request provided the ground within City property is not filled (No dumping of dirt and/or Construction materials will be allowed in any of the drainage features near the subject area).

2. There's a 36" CMP including a 10 ft easement traversing the property at 2101 Cotton St. the pipe begins at the discharge tower on San Diego Dam to a manhole in Cotton St. and from the manhole to an outfall located in San Jose St. no vertical construction will be allowed on this easement.

3. No improvements or modifications shall be done to the existing drainage channel/arroyo. If a cul-de-sac is required at the end of San Jose St., no modifications to the drainage features will be allowed.

4.No modifications to the slope are recommended. Any construction work that modifies the existing slope may un-stabilize the slope affecting new and/or existing buildings near it. It may also create erosion, blocking the channel and consequently causing flooding in the area.

Texas Gas

No comments received.

El Paso Electric

No comments received.

El Paso County 911 District

No comments received.

Texas Department of Transportation

San Jose St. is not a state road.

El Paso County

No comments received.

El Paso County Water Improvement District #1

No comments received.



ITEM 25

San Jose Right-of-Way ROW Vacation

SURW20-00004



Strategic Goal 3.

Promote the Visual
Image of El Paso

San Jose Avenue Vacation

Aerial Map



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



Subject Property

0 30 60 120 180 240
Feet







Public Input

- Public notice was posted in El Paso Times on March 12, 2021
- Notices were mailed to property owners within 200 feet on March 11, 2021
- The Planning Division received one call and two emails of inquiry regarding this request and one call in opposition to the vacation request.



Recommendation

- Staff recommends approval of San Jose Right-of-Way Vacation:



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 #: 21-1317, 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

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 and extending the Special Privilege License granted to Western Refining Company LLC (F/K/A Western Refining Company L.P) by Ordinance No. 16272 to encroach onto portions of City Rights-of-Way within Trowbridge Drive, Marathon Street and North Loop Drive; and an Ordinance granting a Special Privilege to Western Refining Company LLC to permit the construction and installation, maintenance and operation of various multi-product pipelines and utility lines along portions of City Right-of-Way at Trowbridge Drive, Marathon Street and to allow the construction and encroachment of an overhead bridge across a portion of public right-of-way along Trowbridge Drive for a term of fifteen years with one (1) renewable fifteen year term.

Subject Property: 6500 Trowbridge

Applicant: Western Refining Company LLC, NESV2020-00003

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

AGENDA DATE: November 23, 2021
PUBLIC HEARING DATE: December 7, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Armida R. Martinez, (915) 212-1605

DISTRICT(S) AFFECTED: District 3

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance renewing and extending the Special Privilege License granted to Western Refining Company LLC (F/K/A Western Refining Company L.P) by Ordinance No. 16272 to encroach onto portions of City Rights-of-Way within Trowbridge Drive, Marathon Street and North Loop Drive; and an Ordinance granting a Special Privilege to Western Refining Company LLC to permit the construction and installation, maintenance and operation of various multi-product pipelines and utility lines along portions of City Right-of-Way at Trowbridge Drive, Marathon Street and to allow the construction and encroachment of an overhead bridge across a portion of public right-of-way along Trowbridge Drive for a term of fifteen years with one (1) renewable fifteen year term.

Subject Property: 6500 Trowbridge
Applicant: Western Refining Company LLC, NESV2020-00003

BACKGROUND / DISCUSSION:

The renewal request will allow for continued use, maintenance, and repair of various multi-product pipelines and utility lines along portions of City right-of-way at Trowbridge Drive and Marathon Drive (formerly Texaco Road), and to allow the existing encroachment of an overheard bridge across Trowbridge Drive. The pipelines provide piping and conduit interconnection within the refining facilities to the north and south sides of Trowbridge Drive and between the east and west sides of Marathon Drive. The overheard bridge is used to convey the lines and to provide employees pedestrian access to the north and south sides of refining facility.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE RENEWING AND EXTENDING THE SPECIAL PRIVILEGE LICENSE GRANTED TO WESTERN REFINING COMPANY LLC (F/KA WESTERN REFINING COMPANY, L.P.) BY ORDINANCE NO. 16272 TO ENCROACH ONTO PORTIONS OF CITY RIGHTS-OF-WAY WITHIN TROWBRIDGE DRIVE, MARATHON STREET AND NORTH LOOP DRIVE; AND AN ORDINANCE GRANTING A SPECIAL PRIVILEGE TO WESTERN REFINING COMPANY LLC TO PERMIT THE CONSTRUCTION AND INSTALLATION, MAINTENANCE AND OPERATION OF VARIOUS MULTI-PRODUCT PIPELINES AND UTILITY LINES ALONG PORTIONS OF CITY RIGHT-OF-WAY AT TROWBRIDGE DRIVE, MARATHON STREET AND TO ALLOW THE CONSTRUCTION AND ENCROACHMENT OF AN OVERHEAD BRIDGE ACROSS A PORTION OF PUBLIC RIGHT-OF-WAY ALONG TROWBRIDGE DRIVE FOR A TERM OF FIFTEEN YEARS WITH ONE (1) RENEWABLE FIFTEEN YEAR TERM.

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

SPECIAL PRIVILEGE LICENSE

SECTION 1. DESCRIPTION

This is a renewal of the special privilege granted by The City of El Paso (hereinafter called “City”), to Western Refining Company LLC (f/k/a Western Refining Company, L.P.) (hereinafter referred to as “Grantee”) by ordinance 16272 on January 1, 2006 for a term of fifteen years. The existing pipelines, utility lines and overheard bridge installed by the Grantee under the original special privilege under this ordinance are subject to the terms and conditions herein (“**2021 Special Privilege License**”).

The City of El Paso hereby grants this 2021 Special Privilege License to install, construct, replace, repair, reconstruct, and maintain forty-two (42) pipelines and other utility, communication or refinery-related lines, ducts and cable not to exceed sixty (60) (collectively “**Lines**”) upon, beneath, above, across and along portions of Trowbridge Drive, Marathon Street and North Loop Drive for the purpose of providing piping and conduit interconnection within the refining facilities to the north and south sides of Trowbridge Drive and between the east and west sides of Marathon Street; and request to construct an Overhead Bridge across a portion of Trowbridge Drive to be used to convey the Lines and to provide employees pedestrian access to the north and south sides of the refining facility (“**Overhead Bridge**”) as depicted in **Exhibit “A”** attached hereto and which is made a part hereof for all purposes. Additional lines not to exceed sixty (60) may be added by the written request of the Grantee to the City.

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SECTION 2. LICENSE AREA

The uses granted herein extends beneath, across and along portions of Trowbridge Drive, Marathon Street and North Loop Drive adjacent to the property more particularly known as 6500 Trowbridge Drive, City of El Paso, El Paso County, Texas which is more particularly shown in **Exhibit “B”** and **Exhibit “C”**, each of which are made a part hereof for all purposes (hereinafter referred to as “**License Area**”).

SECTION 3. USE OF RIGHT-OF-WAY

This 2021 Special Privilege License is granted solely for the encroachment onto City rights-of-way for the pipelines, utility lines, Overhead Bridge and Lines. Any use of the License Area other than in connection with the maintenance, use and repair of the pipelines, utility lines, Overhead Bridge and Lines is not authorized by this 2021 Special Privilege License. The pipelines which are part of the Lines shall be limited to the purpose of transporting, delivering and selling petroleum hydrocarbons (the primary constituents in oil, gasoline, diesel, and a variety of solvents and penetrating oils) drinking water, waste water, well water, air steam, electricity, nitrogen, hydrogen, refinery fuel gas, natural gas, amine streams, liquid petroleum gas (LPG) and sulfuric acid through the City of El Paso to the points beyond the City limits, unless otherwise agreed to by the parties hereto. The size of each Line within the City right-of-way is limited to between six (6) inches and forty-eight (48) inches in size. No other substances shall be transported, delivered or sold through the pipelines which are part of the Lines and periodic inspections or testing by the City shall be permitted at any time reasonable requested by the City in order to ensure compliance with this provision. Nothing herein shall grant any real property interest to the Grantee nor give rise to any vested right in the Grantee, their assigns or successors in interest.

This 2021 Special Privilege License shall not be construed to waive any City permit requirements. Grantee shall be responsible for all construction, installation, maintenance, use and repair of the pipelines, utility lines, Overhead Bridge, Lines and the right of way.

This 2021 Special Privilege License shall not permit or be construed to permit any other private use of the City right-of-way that impairs its function as a City right-of-way. Except as provided herein, Grantee shall not construct any additional improvements, or make any additions or alterations on, above, or below the City right-of-way, without prior written consent of the El Paso City Council.

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SECTION 4. REGULATION OF CONSTRUCTION

The work done by Grantee in construction, installation, maintenance, use and repair of the pipelines utility lines, Overhead Bridge and Lines shall be subject to and governed by all laws, rules and regulation of the City and State of Texas, Federal Communications Commission, and the U.S. Government that are applicable to the construction of the pipelines, utility lines, Overhead Bridge and Lines. Work done in connection with the construction, installation, maintenance use and repair of such facilities is subject to the continuing police power of the City.

In the event that Grantee desires to reconstruct, repair, maintain, or replace the Lines built hereunder, Grantee shall obtain all applicable permits required by the City. Grantee shall maintain leak detection systems for the Lines that will detect the release of any petroleum hydrocarbons throughout the term of this 2021 Special Privilege License.

In addition, and as an express condition, Grantee shall install and routinely maintain activated valves on the supply side of the pipeline constituting one of the Lines carrying flammable gas. 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 any water lines, storm and sanitary sewer lines, service lines and water meters owned by the City in the License Area that are damaged as a result of this 2021 Special Privilege License so that such repair of the water lines, storm and sanitary sewer lines and water meters shall comply with the approval of the City.

Grantee shall submit a copy of its Emergency Response Team Plan, and any modifications to the Office of Emergency Management upon execution of this 2021 Special Privilege License. If a leak in any pipeline that constitutes one of the Lines is detected, the flow in such pipeline will be stopped immediately upon detection of such leak and immediate notice shall be given to the Office of Emergency Management and the City Engineer. Grantee shall provide details of the proposed repair work and the traffic control plan. If it is necessary to excavate the Public Right of Way to repair such pipeline, the pipeline shall be emptied before repair is begun. Grantee shall use due care and all proper

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safeguards to prevent pollution in the License Area. In the event of a leak in the License Area, Grantee shall use all reasonable means to mitigate environmental impact, and shall repair all damage to public and private property. In the event of a spill or rupture in a Line in the License Area, all impacted properties must be cleaned in accordance with applicable local, state, and federal regulations before Grantee is allowed to continue transporting petroleum hydrocarbons through the repaired pipeline or within a specified time period to be determined by the City Engineer with Grantee based upon the severity and extent of the spill.

SECTION 5. TERM

This is the renewal of the special privilege license granted on January 31, 2006, and is the single additional fifteen-year term, and shall be effective from the date hereof, unless terminated earlier as provided herein.

SECTION 6. WORK DONE BY OTHERS

Throughout the term of this 2021 Special Privilege License, the City expressly reserves the right to install, repair, or reconstruct improvements in 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. If the City requires Grantee to alter, change, adapt, remove, or relocate the pipelines, utility lines, Overhead Bridge or Lines because of changes in the grade of the License Area or in the location or manner of constructing a water pipe, sewer pipe or other underground or aboveground pipes owned by the City, Grantee shall make the alterations or changes as soon as practicable when ordered in writing by the

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City without claim for reimbursement or damages against the City. If these requirements impose a financial hardship upon Grantee, Grantee shall have the right to present alternative proposals for the City's consideration. If the City requires Grantee to remove, alter, change, adapt or relocate its pipelines, utility lines, Overhead Bridge or Lines, or any portion thereof, to enable any other entity or person, except the City, to use, or to use with greater convenience, the License Area, Grantee shall not be required to make such changes until such other entity or person shall have undertaken with solvent bond, to reimburse Grantee for any loss and expense that will be caused by or arise out of such removal, alteration, change, adaptation or conformance of the pipelines, utility lines, Overhead Bridge or Lines; provided, however, the City shall not be responsible nor liable for such reimbursement.

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 that 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 pipelines, utility lines, Overhead Bridge, or Lines, 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 2021 Special Privilege License, Grantee shall pay to the City a flat rate of THREE THOUSAND SEVEN HUNDRED TEN AND NO/100 DOLLARS (\$3,710) plus TWO HUNDRED TWENTY AND NO/100 DOLLARS per pipeline/utility line, for the initial forty-two (42) lines per year; and FIVE HUNDRED THIRTY AND NO/100 DOLLARS (\$530.00) for the Overhead Bridge for a total sum of THIRTEEN THOUSAND TWO HUNDRED SIXTY AND NO/100 DOLLARS (\$13,260.00) per year. The annual fee shall remain the same for a period of one year from the date of execution of this 2021 Special Privilege License by the El Paso City Council and shall be subject to change after each one year period this 2021 Special Privilege License remains in effect. The El Paso City Council retains the right to increase or decrease the annual fee specified in this 2021 Special Privilege License.

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The City shall notify the Grantee of any proposed changes in fees as prescribed in Section 14 (Notice) of this 2021 Special Privilege License. This 2021 Special Privilege License is granted on the condition the Grantee pay for all costs associated with the pipeline, utility lines, Overhead Bridge and Lines, as well as all costs for the restoration of the License Area upon the termination of the 2021 Special Privilege License.

The first annual consideration shall be due and owing prior to the El Paso City Council approval of this 2021 Special Privilege 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 this 2021 Special Privilege License 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 2021 Special Privilege License has been granted by the El Paso City Council and remitted to the Financial Services Department.

ADVANCE PAYMENT OPTION:

Grantee shall have the option of pre-paying the City the entire amount for the fifteen (15) year term of this 2021 Special Privilege License, prior to the execution of this 2021 Special Privilege License. The fifteen (15) year amount is equal to ONE HUNDRED SIXTY-THREE THOUSAND FORTY-FIVE AND 93/100 DOLLARS (\$163,045.93). Said \$163,045.93 reflects the net present value (NPV) at a three percent (3%) discount rate of the annual fees for the entire fifteen (15) year term of this 2021 Special Privilege 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 15-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 2021 Special Privilege License or any renewal, except hereinafter provided. The fee established in this section shall not be affected by any relocation of Grantee's pipelines, utility lines, Overhead Bridge or Lines required by the City pursuant to this 2021 Special Privilege 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 regulations.

SECTION 9. INSURANCE

At all times during the term of this 2021 Special Privilege License, Grantee shall provide the City with a certificate of insurance and shall maintain such insurance in full effect as herein described. Grantee may elect, at its sole option to self-insure the insurance requirements required by this 2021 Special Privilege License. Failure to maintain insurance or to provide evidence of self-insurance for the insurance requirements required by this 2021 Special Privilege License shall be a material breach of this 2021 Special Privilege License and a basis for termination of this 2021 Special Privilege License by the City.

Subject to Grantee's right to self-insure, 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.

Subject to Grantee's right to self-insure, 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 City through both the Planning and Inspections Department and the Financial Services Department, or ten (10) days prior written notice to the City through the Planning and Inspections Department and 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 Inspection Department. Subject to Grantee's right to self-insure, if the policy is not kept in full force and effect throughout the term of this 2021 Special Privilege License, this 2021 Special Privilege 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.

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 2021 Special Privilege License.

SECTION 11. RIGHTS IN THE EVENT OF ABANDONMENT

As an express condition of this 2021 Special Privilege License, and not as a mere covenant, in the event Grantee abandons the pipelines, utility lines or Lines or ceases to use the pipelines, utility lines, Overhead Bridge or Lines 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 2021 Special Privilege License

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and the completion of construction of the pipelines, utility lines, Overhead Bridge or Lines, this 2021 Special Privilege 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. For clarity, this automatic right to terminate shall not apply in the event Grantee discontinues use of a pipeline, utility line or one of the pipelines constituting the Lines.

SECTION 12. CANCELLATION

Grantee shall have the option to terminate this 2021 Special Privilege 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 2021 Special Privilege 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.

Upon termination of this 2021 Special Privilege License, prior to the expiration of the original term for any reason, Grantee shall remove Grantee's pipelines, utility lines, Overhead Bridge and Lines located in the License Area at no cost to the City. Grantee shall restore the License Area to the reasonable satisfaction of the City Engineer and in accordance with City specifications, at Grantee's own cost and expense. Any such restoration shall be subject to the reasonable approval of the City. If the Grantee fails to restore the License Area as required herein, the City may at its option restore the License Area and charge such costs to Grantee who shall be responsible for payment of such repair and restoration costs.

SECTION 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 2021 Special Privilege License, including the construction, installation, replacement, reconstruction, maintenance, and repair of the pipelines, utility lines, Overhead Bridge and Lines 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 License Area. The City shall have the right, at reasonable times to inspect such maps, construction drawings, and specifications.

SECTION 14. NOTICE

Except as otherwise indicated herein and until otherwise specified, any notice or communication required in the administration of this 2021 Special Privilege License will be addressed as follows:

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: Western Refining Company LLC
539 South Main Street
Findlay, OH 45840
Attn: Manager, Title and Contract

with a copy to: Western Refining Company LLC
212 N. Clark
El Paso, Texas 79901
Attn: Manager, State Government Affairs

For all notices of disputes under this 2021 Special Privileged License, notices to Grantee will be addressed as follows:

Western Refining Company LLC
539 South Main Street
Findlay, OH 45840
Attention: General Counsel

Either Grantee or the City may change its address for notice by notice to the other party in the manner set forth above. Any notice required or permitted hereunder will be deemed given (a) 3 days after being deposited in the U.S. Mail as registered or certified mail, return receipt requested, postage prepaid, (b) when received if delivered by recognized commercial courier or next business day delivery and addressed to the party to whom the notice is being given at the address set forth above for such party, and (c) if delivered by email, when a delivery receipt is received by the sending party.

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SECTION 15. ASSIGNMENT

The rights granted by this 2021 Special Privilege 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. Any attempt to assign the rights or obligations contained herein without the prior written consent of the City Manager shall be void and shall be an event of breach for which the City may seek termination of this 2021 Special Privilege License.

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 2021 Special Privilege License. Grantee recognizes that questions regarding the interpretation or application of this 2021 Special Privilege 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.

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 License Area at all reasonable times for the purpose of inspecting the same and determining compliance with the terms of this 2021 Special Privilege License.

SECTION 21. LAWS AND ORDINANCES

Grantee shall comply with all statutes, laws, codes and ordinances applicable to Grantee's construction, repair, renovation, alteration or use of the License Area.

SECTION 22. ENTIRE AGREEMENT

This document contains all of the agreements between the parties and may not be modified, except by an agreement in writing signed by both parties.

SECTION 23. SEVERABILITY

Every provision of this 2021 Special Privilege 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 2021 Special Privilege License.

SECTION 24. LAWS GOVERNING/VENUE

The laws of the State of Texas shall govern the validity, performances, and enforcement of this 2021 Special Privilege 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 2021 Special Privilege 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 2021 Special Privilege 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 2021 Special Privilege License upon giving the City prior written notice of its intent to do so.

SECTION 26. EFFECTIVE DATE

The effective date of this 2021 Special Privilege License shall be the date last entered below. This 2021 Special Privilege License shall not take effect unless Grantee files Grantee's written acceptance with the City prior to the enactment of this 2021 Special Privilege License by the El Paso City Council.

PASSED AND APPROVED this ____ day of _____, 2021.

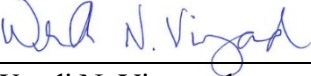
THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

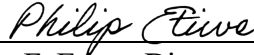
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning and Inspections Department

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this 19th day of October, 2021.

GRANTEE:

Western Refining Company LLC


By: C. PATSATZ

ACKNOWLEDGMENT

THE STATE OF TEXAS

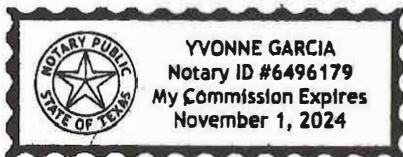
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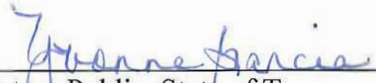
COUNTY OF EL PASO

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This instrument is acknowledged before me on this 19th day of October, 2021, by Yvonne Garcia, as Grantee.




Notary Public, State of Texas
November 1, 2024
My Commission Expires

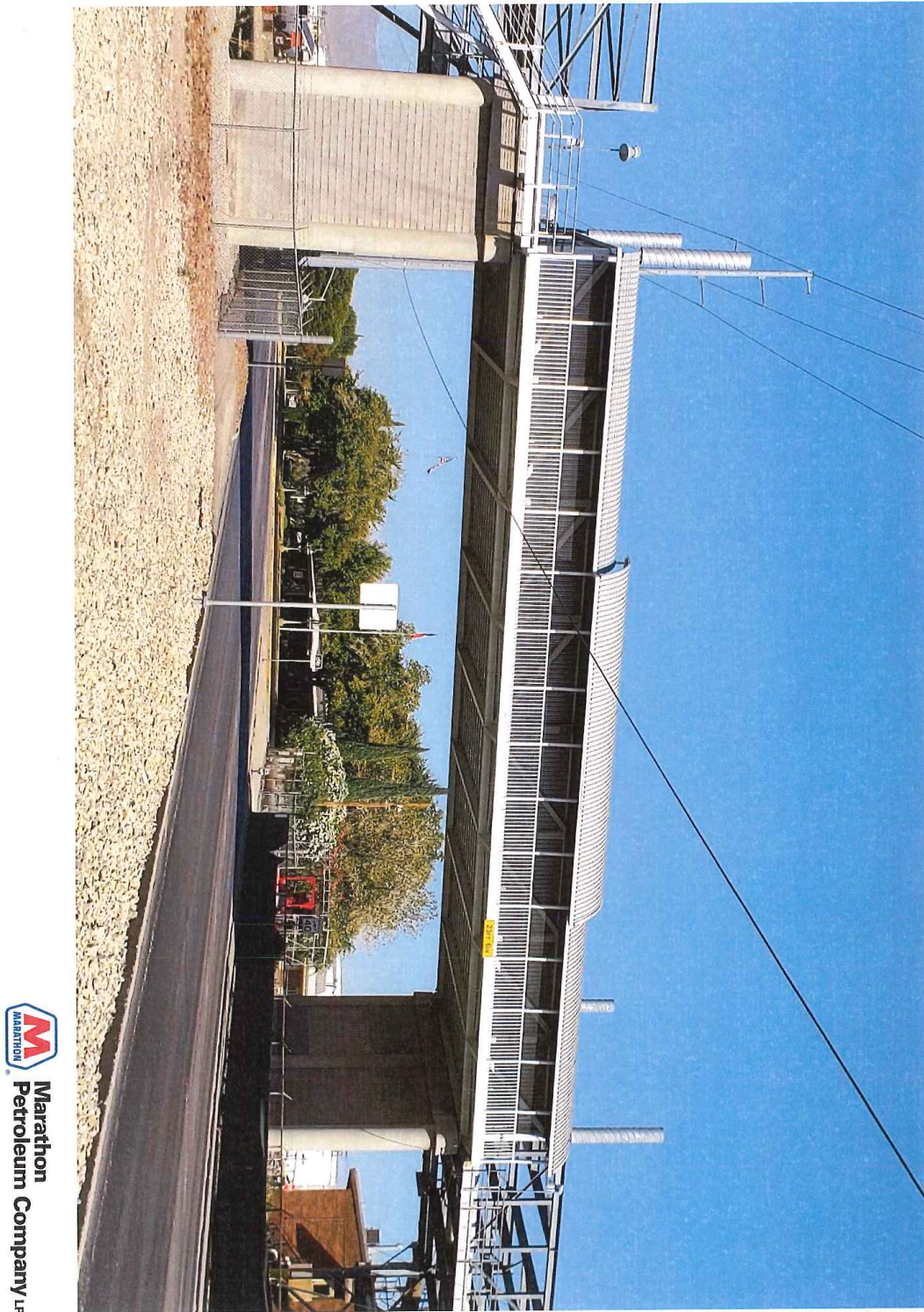
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ORDINANCE NO.

21-1007-2793 | 1115181 | Western Refining Company LLC | 2021 Special Privilege License
WNV

NESV2020-00003

Exhibit A

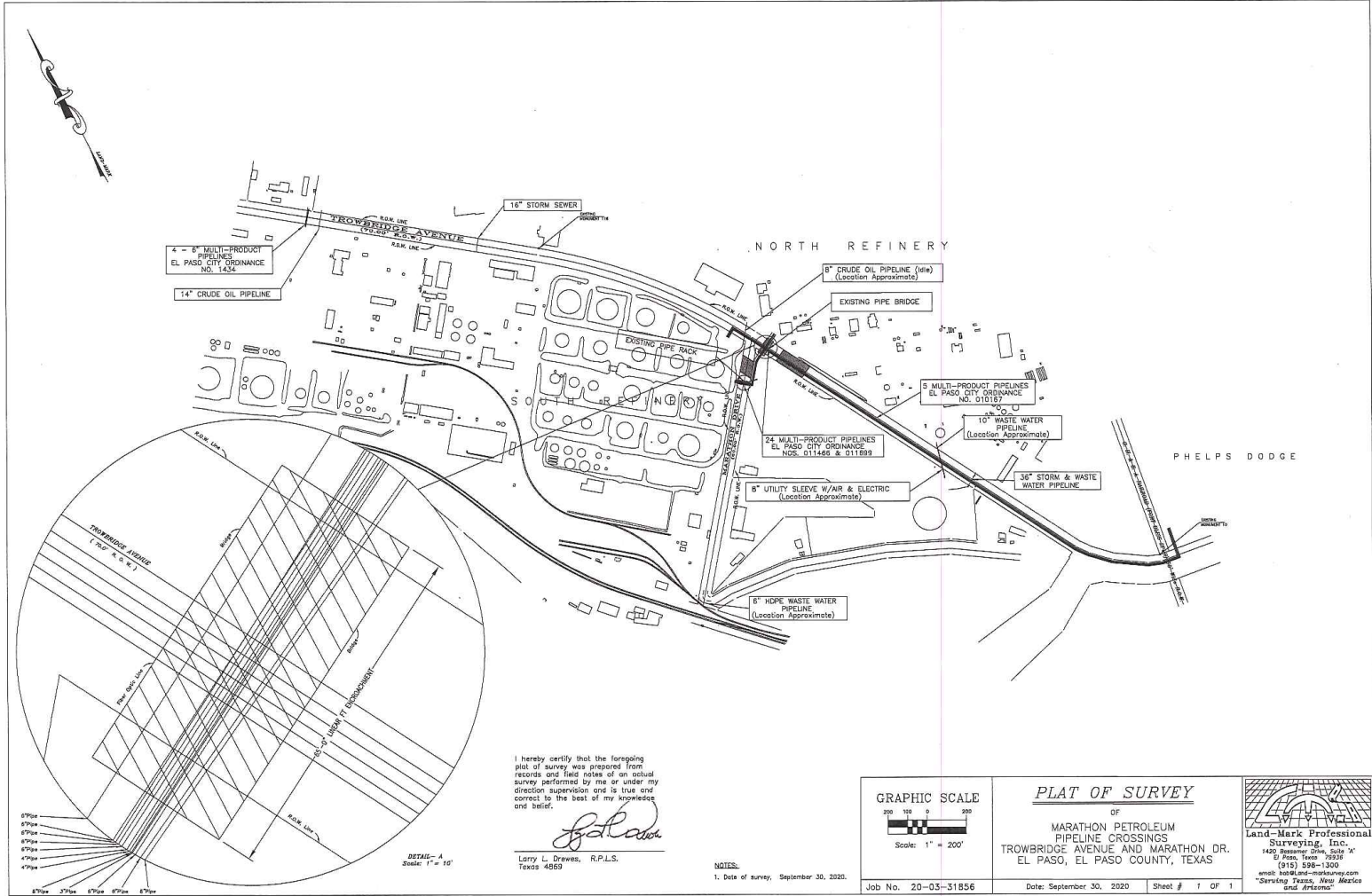


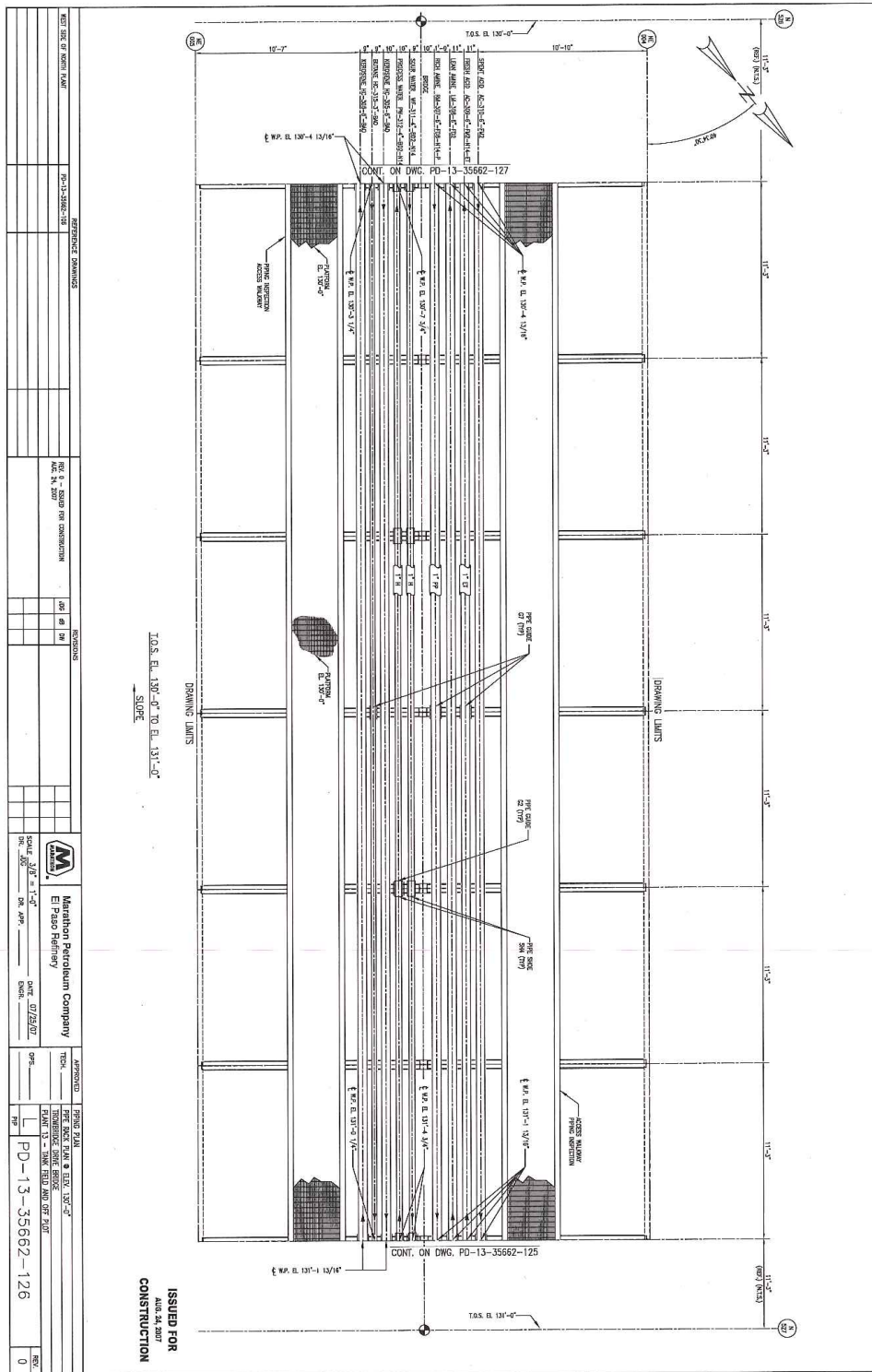
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ORDINANCE NO.

21-1007-2793 | 1115181 | Western Refining Company LLC | 2021 Special Privilege License
WNV

NESV2020-00003



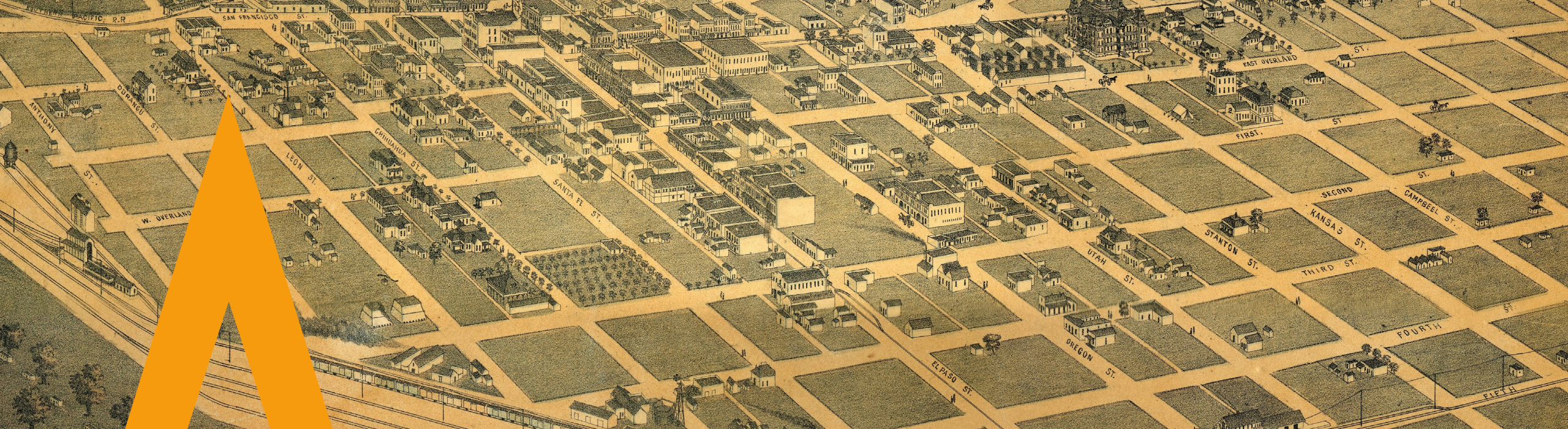


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ORDINANCE NO.

21-1007-2793 | 1115181 | Western Refining Company LLC | 2021 Special Privilege License
WNV

NESV2020-00003



ITEM 26

Western Refining Company LLC
Special Privilege License
NESV2020-00003



Strategic Goal 3.

Promote the Visual Image of El Paso

License Details

Applicant:

- Western Refining Company, LLC

Location:

- 6500 Trowbridge

Type of Encroachment

- Subsurface encroachment of various multi-product and utility lines along portions of City Right-of-way at Trowbridge, Marathon and North Loop Drive and continued existing Aerial encroachment of the overhead bridge across Trowbridge Drive

Term

- Fifteen (15) years with One (1) renewable fifteen (15) year Term.

Fees

- \$13,260.00 per year

Staff Recommendation

- Approval



This map is designed for illustrative purposes only. The features depicted here are approximate and more detailed 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 & Inspection Department Planning Division makes no claim to its accuracy or completeness.



0 500 1,000 2,000 3,000 4,000
Feet









Recommendation

- Staff recommends **approval** of the Special Privilege License for the continued use of various multi-product pipelines and utility lines along portions of City of right-of-way at Trowbridge, Marathon and North Loop Drives and to allow the existing encroachment of the overhead bridge across Trowbridge Drive.



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 #: 21-1328, **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

Streets and Maintenance, Hannah Adele Allen, (915) 212-0118

AGENDA LANGUAGE:

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

An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules) Section 12.88.030 (Schedule III - Parking prohibited at all times on certain streets) of the City Code to prohibit parking on portions of Piedras Street; the penalty being provided in Chapter 12.84 of the City Code.

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

AGENDA DATE: November 23, 2021
PUBLIC HEARING DATE: December 7, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Hannah Adele Allen (Williams), (915) 212-7003

DISTRICT(S) AFFECTED: 2

STRATEGIC GOAL: 3 – Promote the Visual Image of El Paso
7 – Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 3.2 – Improve the visual impression of the community
7.3 – Enhance a regional comprehensive transportation system

SUBJECT:

Amend Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.030 (Schedule III – Parking Prohibited at all times on certain streets) of the City Code, to amend paragraph 85 to prohibit parking on certain portions of Piedras Street; the penalty being provided in Chapter 12.84 of the El Paso City Code.

BACKGROUND / DISCUSSION:

CID has requested that the Streets and Maintenance Department amend the existing parking restriction on Piedras to supplement Phase 0 of future phases moving toward more permanent street infrastructure to permit parking from Yandell to Montana.

PRIOR COUNCIL ACTION:

Current Municipal Code (previously approved):

12.88.030 (Schedule III – Parking Prohibited at all times on certain streets)

85. Both sides Piedras Street from Grant Avenue to Gateway Boulevard East;

AMOUNT AND SOURCE OF FUNDING:

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO


PRIMARY DEPARTMENT: Streets and Maintenance

SECONDARY DEPARTMENT: Capital Improvement

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

DEPARTMENT HEAD:

11-16-21


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

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.030 (SCHEDULE III – PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS) OF THE CITY CODE, TO AMEND PARAGRAPH 85 TO PROHIBIT PARKING ON CERTAIN PORTIONS OF PIEDRAS STREET; THE PENALTY BEING PROVIDED IN CHAPTER 12.84 OF THE EL PASO CITY CODE.

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

SECTION 1. That Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.030 (Schedules III – Parking prohibited at all times on certain streets), Paragraph 85 is hereby amended in its entirety as follows:

85. On the following described portions of Piedras Street:

- a. Both sides from Grant Avenue to Montana Avenue;
- b. Both sides from Yandell Drive to Gateway Boulevard East;

SECTION 2. Except as herein amended, Title 12 of the El Paso City Code shall remain in full force and effect.

ADOPTED this ____ day of _____, 2021.

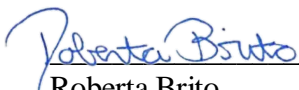
CITY OF EL PASO:

Oscar Leaser, Mayor

ATTEST:

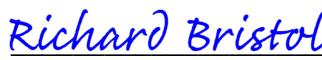
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Richard Bristol, Director
Streets & Maintenance Department



Ordinance Amending Title 12.88.030

Parking Prohibited at All Times on Certain Streets

In support of CID Project:
Piedras St. Road Diet – Phase 0

City Council

Introduction: November 23, 2021

Public Hearing: December 7, 2021

District: 2



Strategic Plan Goal

- 3 – Promote the Visual Image of El Paso
 - 3.2 – Improve the visual impression of the community
- 7 – Enhance and Sustain El Paso's Infrastructure Network
 - 7.3 – Enhance a regional comprehensive transportation system

Purpose of Amendment

CID has requested that the Streets and Maintenance Department amend the existing parking restriction on Piedras to supplement Phase 0 of future phases moving toward more permanent street infrastructure.

Benefits:

- Provide parking
- Reduce speed by reducing number of travel lanes



12.88.030 Amendment

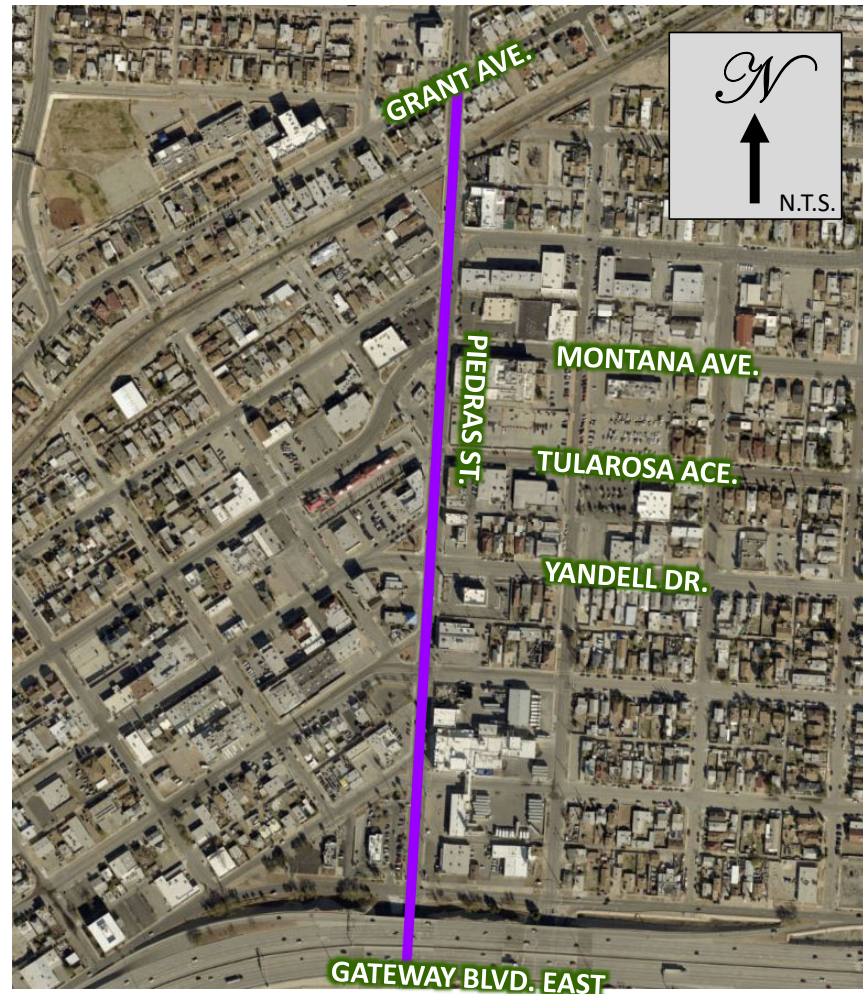
City Council History / Existing Conditions

12.88.030 (Schedule III – Parking Prohibited at all times on certain streets)

85. Both sides Piedras Street
from Grant Avenue to
Gateway Boulevard East;

*Image Not To Scale (N.T.S.)

*Existing Parking Restriction —



12.88.030 Amendment

Proposed Conditions - Parking Restriction

12.88.030 (Schedule III – Parking Prohibited at all times on certain streets)

85. On the following described portions of Piedras Street:

- a. Both sides from Grant Avenue to Montana Avenue;
- b. Both sides from Yandell Drive to Gateway Boulevard East;

a. Both sides from Grant Avenue to Montana Avenue;

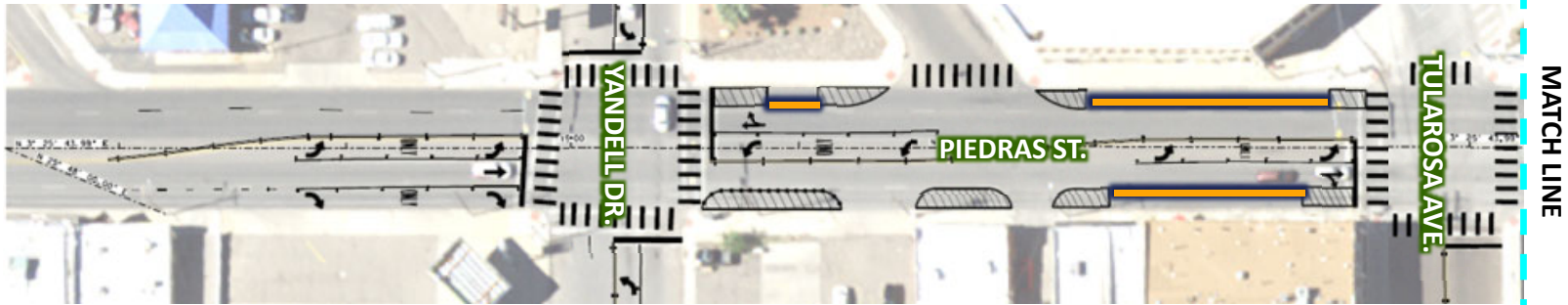
b. Both sides from Yandell Drive to Gateway Boulevard East;



12.88.030 Amendment

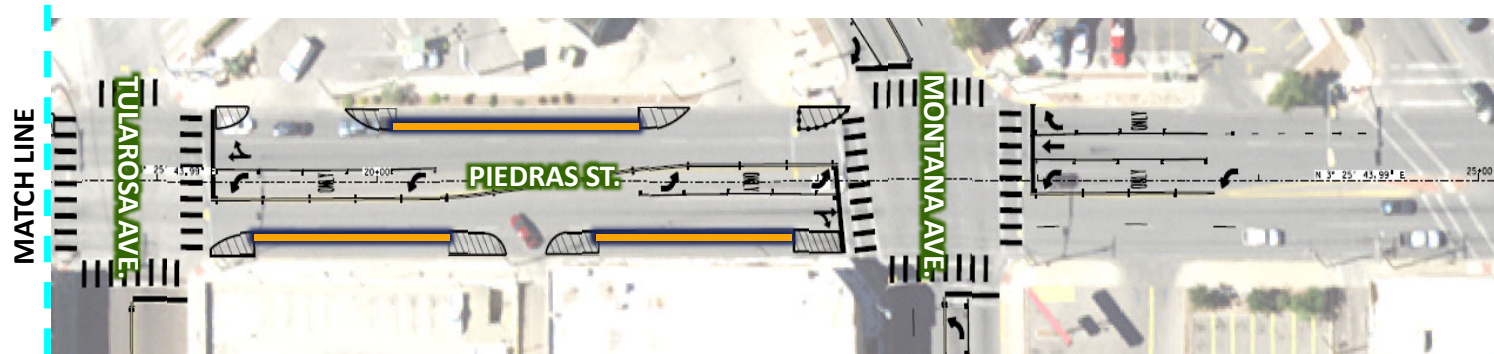
Proposed Conditions – Permitted Parking

Piedras Street from Yandell Drive to Montana Avenue



Proposed Permitted Parking

- West side 242 ft.; 11 spaces
- East side 264 ft.; 12 spaces



Requested Council Action



Amend Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.030 (Schedule III – Parking Prohibited at all times on certain streets) of the City Code, to amend Paragraph 85 to prohibit parking on certain portions of Piedras Street; the penalty being provided in Chapter 12.84 of the El Paso City Code.

Amend:

85. Both sides Piedras Street from Grant Avenue to Gateway Boulevard East;

To Read:

85. On the following described portions of Piedras Street:

- a. Both sides from Grant Avenue to Montana Avenue;
- b. Both sides from Yandell Drive to Gateway Boulevard East;

Staff recommends approval.

12.88.030 Amendment



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,
Responsabilidad, **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 #: 21-1367, 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.

Discussion and action that the Director of Purchasing and Strategic Sourcing Department is authorized to specify the wage rates attached to the Resolution as Exhibit A for each craft or type of workers for Building Construction Trades in the call for bids for any public works contract and in the contract itself. The City Engineer, be authorized to clarify the definitions of work performed by each craft or type of worker attached to the Resolution as Exhibit B, if necessary; and that the wage rates are effective December 7, 2021.

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

AGENDA DATE: December 7, 2021

PUBLIC HEARING DATE:

CONTACT PERSON(S) NAME AND PHONE NUMBER: Sam Rodriguez, City Engineer
915-212-1845 C: 915-240-3250

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 4: Enhance El Paso's Quality of Life Through Recreational, Cultural and Educational Environments.

SUBGOAL:

SUBJECT:

That the Director of Purchasing and Strategic Sourcing Department is authorized to specify the wage rates attached hereto as Exhibit A for each craft or type of workers for Building Construction Trades in the call for bids for any public works contract and in the contract itself. The City Engineer, be authorized to clarify the definitions of work performed by each craft or type of worker attached hereto as Exhibit B, if necessary; and that the wage rates are effective December 7, 2021.

BACKGROUND / DISCUSSION:

The City of El Paso is required by Texas Government Code Chapter 2258 to determine the prevailing rate of per diem wages for each craft or type of worker within the geographic limits of the City for construction of public works.

On May 8, 2012 the City of El Paso passed a resolution authorizing an Interlocal Agreement with the County allowing the City to participate in conducting a survey of the general prevailing rate per diem wages.

The County of El Paso invited several governmental entities, to include the City of El Paso, Socorro ISD, Ysleta ISD, El Paso ISD and El Paso Community College. Some representatives from the Associated General Contractors and Building Trades Association also participated along with the various contractors.

County staff hosted all meetings, did all mailings and reproduction at their expense, and provided database support for the data analysis tasks. They also coordinated some public service media spots to encourage participation. The survey process consisted of designing forms for the building trades Exhibit C. The contractors were asked to submit their project peak week payrolls for their various trades during the calendar year 2018-2019. The County mailed out approximately 400 surveys, June 15, 2020 and approximately 100 online surveys were sent June 18, 2020. Exhibit D

The committee created – Exhibit E - validated the completeness and authenticity of each survey and the data was entered into a database. The committee met numerous times to discuss the survey responses (rates) on how to calculate the new rates – Mean (average); Median (middle point); Mode

(number repeated most often). The committee voted to use the Mean approach in calculating the new rate based on the survey results.

The committee voted to use the higher of the two rates between the new survey rate and Davis Bacon rate. Where there were no survey responses on a current 2016 trade and the trade did not have a Davis Bacon rate, the committee voted for the 2016 rate to remain the same in 2020. Where the 2020 survey rate was below the 2016 rate, the committee voted to the use the higher of the two rates between 2016 rate and Davis Bacon rate. Exhibit F

The County Commissioners Court approved the 2020 Prevailing Wage March 22, 2021. Only the 2020 Building Prevailing Wage Rates have been implemented. On April 7, 2021 a lawsuit was filed against the county on the 2020 Heavy/Highway wage rates survey results.

The results of the survey have been compiled and it is recommended that Council approve the 2020 Building Prevailing Wage Rates and the associated definitions of the various job classifications. The wage rates and the definitions will be used to ensure that contractors working on City projects pay their workers in accordance with the approved prevailing wage rates. The Capital Improvement Department – Project Compliance Section has the responsibility to check worker’s payrolls and interview workers to ensure correct wages are being paid by contractors working on City projects. If there is a discrepancy and a worker is not paid correctly, the CID Project Compliance Specialist will ensure that any required pay restitutions are completed before the final project payment is made to the contractor.

PRIOR COUNCIL ACTION:

The City of El Paso’s current wage scale that is used on all building and Heay/highway projects was approved by City Council on February 28, 2017.

AMOUNT AND SOURCE OF FUNDING:

N//A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT:
SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:

Jerry DeMuro/for Sam Rodriguez

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

RESOLUTION

WHEREAS, the City of El Paso is required by Chapter 2258 of the Texas Government Code to determine the prevailing rate of per diem wages for each craft or type of worker within the geographic limits of the City for construction of public works;

WHEREAS, pursuant to Texas Government Code Section 2258.022(a)(1) and in conjunction with the other local governmental bodies, the City through the County of El Paso conducted a survey of wages received by classes of workers employed on projects of a character similar to the contract work performed within the El Paso city limits; and

WHEREAS, the City, along with a representative group of contractors and craft/union leaders, reviewed the survey results within the El Paso city limits and the rates established by the U.S. Department of Labor in accordance with the Davis Bacon Act, and agreed to recommend the rates attached hereto as Exhibit A for each craft or type of worker for Building Construction Trades and the definitions of the work performed by each craft or type of worker hereto as Exhibit B.

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

That the Director of Purchasing and Strategic Sourcing Department is authorized to specify the wage rates attached hereto as Exhibit A for each craft or type of worker for Building Construction Trades and Heavy Construction in the call for bids for any public works contract and in the contract itself and that the City Engineer be authorized to clarify the definitions of work performed by each craft or type of worker attached hereto as Exhibit B, if necessary; and that the wage rates are effective December 7, 2021.

ADOPTED THIS _____ DAY OF _____, 2021.

THE CITY OF EL PASO

Oscar Leaser,
Mayor

ATTEST:

Laura D. Prine
City Clerk

(Signatures continue on the following page)

APPROVED AS TO FORM:



Omar De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:



Bruce D. Collins, Director
Purchasing & Strategic Sourcing

APPROVED AS TO CONTENT:



Sam Rodríguez, P.E.
City Engineer



CITY OF EL PASO, TEXAS

2020 Building Construction Trades Wage Rates

CLASSIFICATION	BASE WAGE	BENEFITS	HOURLY PREVAILING WAGE RATE	(8 HOURS) PER DIEM WAGE RATE
Asbestos/Lead Abatement/Mold Remediation	31.51	12.06	43.57	348.56
Automatic Fire Sprinkler Fitter, Certified	30.64	21.68	52.32	418.56
Block, Brick, and Stone Mason	17.97	0.00	17.97	143.76
Carpenters – Acoustical Ceiling Installation	17.36	0.00	17.36	138.88
Carpenter – Rough	17.64	0.00	17.64	141.12
Carpenter – All Other Work	17.40	0.00	17.40	139.20
Caulker / Sealers	11.29	0.00	11.29	90.32
Cement and Concrete Finishers	16.30	0.00	16.30	130.40
Commercial Truck Driver	14.75	0.00	14.75	118.00
Communication/Security Technician	16.50	2.12	18.62	148.96
Crane and Heavy Equipment Operator	31.05	0.00	31.05	248.40
Door & Hardware Specialist	12.00	1.35	13.35	106.80
Drywall and Ceiling Tile Installers	14.40	0.00	14.40	115.20
Drywall Finishers & Tapers	15.55	0.00	15.55	124.40
Electrician	22.70	7.32	30.02	240.16
Elevator Installers and Repairers	31.35	15.10	46.45	371.60
Fence Erectors – Include with Skilled Labor	10.00	0.00	10.00	80.00
Floor Layers- Carpet and Resilient	12.87	0.00	12.87	102.96
Floor Layers- Specialty	13.00	0.00	13.00	104.00
Floor Layers - Wood	11.50	0.00	11.50	92.00
Glaziers	15.86	1.00	16.86	134.88
Hazardous Materials Removal Workers	10.00	0.00	10.00	80.00
Heating, Air Conditioning and Refrigeration Service Technician	31.14	12.43	43.57	348.56
Insulation Workers – Mechanical	31.26	11.96	43.22	345.76
Irrigator – Landscape, Certified	15.28	0.00	15.28	122.24
Laborer	13.13	0.58	13.71	109.68
Locksmith	12.00	1.35	13.35	106.80
Mechanic	17.00	0.00	17.00	136.00
Painters - Building	13.86	0.00	13.86	110.88
Paper Hanger	14.00	0.00	14.00	112.00
Pipe Layer (Utility)	18.00	0.00	18.00	144.00
Pipe Fitters and Steamfitters	23.53	9.02	32.55	260.40
Plaster, Stucco, Lather and EIFS Applicator	16.82	0.00	16.82	134.56
Plumber/ Medical Gas Installer	31.39	10.77	42.16	337.28
Reinforcing Iron and Rebar Workers	22.69	0.00	22.69	181.52
Roofers	16.00	0.00	16.00	128.00
Scaffolding Erector	13.69	0.00	13.69	109.52
Sheet Metal Workers	27.16	0.00	27.16	217.28
Structural Iron and Steel Workers / Metal Building Erector	25.57	13.24	38.81	310.48
Tile Setters	13.86	0.00	13.86	110.88

2020 BUILDING DEFINITIONS

1	Asbestos/Lead Abatement/Mold Remediation	Assembles work platform and seals off work area, using plastic sheeting and duct tape. Positions mobile decontamination unit or portable showers at entrance of work area. Positions portable air evacuation and filtration system inside work area. Cuts and scrapes asbestos, mold or paint from surfaces, using knife and scraper. Assists in demolition and deconstruction activities of buildings. Shovels asbestos, mold or paint into plastic disposal bags and seals bags, using duct tape. Cleans work area of loose asbestos, mold or paint, using vacuum, broom, and dust pan. Places asbestos, mold or paint in disposal bags and seals bags, using duct tape, loads bags into truck. Cleans and maintains tools, sampling equipment and lab equipment. Responsible for keeping site and grounds clean and neat. Performs daily equipment checks. Picks up necessary supplies and tools from warehouse as directed. Loads and unloads scrap materials into trucks and roll off boxes. Performs work safely in accordance with departmental safety procedures and operates equipment safely. Reports any unsafe work condition or practice to supervisor. Performs other related and non-related duties as assigned.
2	Automatic Fire Sprinkler Fitter, Certified	Sprinkler Fitters specialize in piping associated with fire sprinkler systems. These types of systems are required to be installed and maintained in accordance with strict guidelines, usually National Fire Protection Association (NFPA) standards, in order to maintain compliance with building and fire codes. Sprinkler Fitters work with a variety of pipe and materials including: plastic, copper, steel, cast iron, and ductile iron. The fire suppression piping may contain: water, air, antifreeze, fire retardant foam, gas, or chemicals for hood systems. Sprinkler systems installed by Sprinkler Fitters can include but not limited: to underground supply, standpipes, fire pumps as well as overhead piping systems.
3	Block, Brick, and Stone Mason	Lay and bind building materials, such as: brick, structural tile, concrete block, cinder block, glass block, and terra-cotta block, with mortar and other substances to construct, or repair walls, partitions, arches, sewers, and other structures. Classify installers of mortarless segmental concrete masonry wall units. Constructs partitions, fences, walks, fireplaces, chimneys, smokestacks, et cetera using stone, marble, granite, slate. Cutting, grouting, and pointing of materials listed above which is necessary shall be part of this classification.
4	Carpenters – Acoustical Ceiling Installation	Construct, erect, install or repair acoustical ceiling grid, ceiling tile, and other items laid in acoustical grid.
5	Carpenter – Rough	Construct, erect, install, or repair structures and fixtures made of wood, such as concrete forms; building frameworks, including partitions, joists, studding, and rafters; wood stairways, window and door frames. May also install cabinets, and siding. Include brattice builders who build doors or brattices (ventilation walls or partitions) in underground passageways to control the proper circulation of air through the passageways.

6	Carpenter – All Other Work	Construct, erect, install or repair cabinets and other fixtures or structures requiring a high level of workmanship. Includes Cabinetmakers and Bench Carpenters – cut, shape, and assemble wooden articles or set up and operate a variety of woodworking machines, such as power saws, jointers, and mortisers to surface, cut or shape lumber or to fabricate parts for wood products. Perform related duties such as trim work.
7	Caulker/Sealers	Applies water proofing agents or caulk to a variety of structures and materials.
8	Cement and Concrete Finishers	Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, roads, or curbs using a variety of hand and power tools. Align forms for sidewalks, curbs, or gutters; patch voids; use saws to cut expansion joints. Classify installers of mortarless segmental concrete wall units.
9	Commercial Truck Driver	Drive a truck, van or tractor-trailer combination to transport and deliver goods, or materials in liquid, loose, or packaged form. May be required to unload truck.
10	Communication/Security Technician	Set-up, re-arrange, or remove switching and dialing equipment used in central offices. Service or repair telephones and other communication equipment on customers' property. May install equipment in new locations or install wiring and telephone jacks in buildings under construction. Install, program, maintain, and repair security and fire alarm wiring and equipment. Ensure that work is in accordance with relevant codes. Exclude "Electricians" who do a broad range of electrical wiring.
11	Crane and Heavy Equipment Operator	A worker who operates a crane or other types of heavy equipment to hoist and move materials, raise and lower heavy weights and perform other related operations. May be crawler type or rubber-tired. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
12	Door and Hardware Specialist	Installs or repairs doors, hardware and accessories. Are responsible for the installation of contract commercial hardware and custom architectural grade wood doors, steel doors and frames for all Prevailing Wage jobs. Shall be trained by their employer's, employer's apprenticeship, or in factory training classes in the proper methods and techniques and requirements for the installation of Architectural Grade commercial wood and metal doors, frames and hardware in conformance with all local, state, and federal code.
13	Drywall and Ceiling Tile Installers	Apply plasterboard, or other wallboard to ceilings, or interior walls of buildings. Apply or mount acoustical tiles or blocks, strips, or sheets of sound-absorbing materials to ceilings and walls of buildings to reduce or reflect sound. Materials may be of decorative quality. Includes metal stud framing. Exclude "Carpet Installers", "Carpenters – Acoustical Ceiling Installation", and "Tile and Marble Setters".
14	Drywall Finishers and Tapers	Seal joints between plasterboard or other wallboard, including bedding and texturing, to prepare wall surface for painting or papering.

15	Electrician	Plan and execute the layout and installation of electrical conduit, switch panels, buss bars, outlet boxes, electrical wires and cables, lighting standards, lighting fixtures, receptacles, switches, and other electrical devices and apparatus necessary for the complete electrical installation. To include the installation of cabling, wire, conduits and end devices for Temperature Control, Building Automation, and Energy Management Systems, et cetera. Includes installation of photovoltaic solar panels.
16	Elevator Installers and Repairers	Assemble, install, repair, or maintain electric or hydraulic freight or passenger conveyances including but not limited to elevators, escalators, dumbwaiters, moving walks and wheelchair lifts.
17	Fence Erectors - Include with Skilled Labor	Erect and repair metal and wooden fences and fence gates around highways, industrial establishments, residences, or farms, using hand and power tools. Excludes rock and stone fences.
18	Floor Layers – Carpet and Resilient	Apply blocks, strips, or sheets of shock-absorbing, sound-deadening, or decorative coverings to floors. Lay and install carpet from rolls, tiles or blocks on floors. Install padding and trim flooring materials. Installs variety of soft floor materials including vinyl and VCT. Exclude wood floors and specialty floors.
19	Floor Layers - Specialty	Prepares surface, installs and finishes specialty floor material such as manufactured or engineered and laminated wood.
20	Floor Layers - Wood	Install, scrape and sand wooden floors to smooth surfaces using floor scraper and floor sanding machine, and apply coats of finish to include gymnasium and bowling alleys.
21	Glaziers	Installs glass in windows skylights, store fronts and display cases, or on surfaces such as: building fronts, interior walls, ceilings and table tops. The installation, setting, cutting, preparing, fabricating, distributing, handling or removal of the following: glass and glass substitutes used in place of glass, pre-glazed windows, retrofit window systems, mirrors, curtain wall systems, window wall systems, cable net systems, canopy systems, structural glazing systems, unitized systems, interior glazing systems, photovoltaic panels and systems, suspended glazing systems, louvers, skylights, entranceway systems including doors and hardware, revolving and automatic door systems, patio doors, store front systems including the installation of all metals, column covers, panels and panel systems, glass hand rail systems, decorative metals as part of the glazing system, and the sealing of all architectural metal and glass systems for weatherproofing and structural reasons, vinyl, molding, rubber, lead, sealants, silicone and all types of mastics in wood, iron, aluminum, sheet metal or vinyl sash, doors, frames, stone wall cases, show cases, book cases, sideboards, partitions and fixtures. Performs other related duties.

22	Hazardous Materials Removal Workers	Identify, remove, pack, transport, or dispose of hazardous materials, including asbestos, lead-based paint, waste oil, fuel, transmission fluid, radioactive materials, contaminated soil, mold, et cetera. Specialized training and certification in hazardous materials handling or a confined entry permit are generally required. May operate earth-moving equipment or trucks.
23	Heating, Air Conditioning and Refrigeration Service Technician	Repair and service heating, central air conditioning, or refrigeration systems, including oil burners, hot-air furnaces, heating stoves, and air handlers. (Installation of systems is performed by sheet metal worker). Includes HVAC mechanic.
24	Insulation Workers – Mechanical	This work includes the preparation, alteration, application, removal, hauling, erection, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintenance, finishing, and/or weatherproofing of cold or hot thermal insulations with such materials as may be specified when those materials are to be installed for thermal purposes in voids, or to create voids, or on either piping, fittings, valves, boilers, ducts, flues, tanks, vats and equipment, or on any hot or cold surfaces for the purpose of thermal control or to be installed for sound control purposes mechanical devices, equipment, piping, surfaces related in an integral way to the insulation of such mechanical devices, equipment and piping. This work also includes all labor connected with insulation for; temperature control, personnel protection, safety and/or prevention of condensation. This work also includes all labor connected with hauling, distribution and cleanup of materials on the job premises. All thermal tape, pads, metered fittings (insulation, metal or plastic), batts and lags.
25	Irrigator- Landscape, Certified	Certified by TCEQ to install watering systems in various sizes and grades of lawn in order to maintain sufficient pressure and to insure even dispersal of water.
26	Laborer	Performs manual duties in all phases of construction. Demolition (interior and exterior), Flagging and Traffic Control, General Clean-Up, Air and Power Tool Operators (Including chipping guns, jackhammers and tampers), all material handling and clean-up, except refractory, chute/hose operator, raking, shoveling and vibrating, raking, shoveling, luting, ironing, dumping and spreading, trenching, material handling, back filling (*Equipment Operators Incidental to Laborers' scope of work). Landscape or maintain grounds of property using equipment as needed. Workers typically perform a variety of tasks, which may include any combination of the following: sod laying, mowing, trimming, planting, watering, fertilizing, digging, raking, sprinkler repair, and installation of mortarless segmental concrete masonry wall units. Does not ordinarily perform work permitting exercise of independent judgment or without close direction by other workers.
27	Locksmith	Self-explanatory.

28	Mechanic	Maintains and repairs construction tools and equipment.
29	Painters - Building	Paint walls, equipment, buildings, bridges, and other structural surfaces, using brushes, rollers, and spray guns. May remove old paint to prepare surface prior to painting. May mix colors or oils to obtain desired color or consistency. Exclude "Paperhangers."
30	Paper Hanger	Measures, cuts, and hangs wallpaper and Fiber Reinforced Paneling.
31	Pipe Layer (Utility)	Installs concrete, clay, steel, ductile iron, plastic, corrugated pipe and any other type of pipe for storm drainage, water lines, gas lines and sanitary sewer lines. Lays underground communication and electrical ducts. May install and set electrical ground boxes, hand holes, manholes, inlets and other structures. Caulks joints, makes threaded and flanged connections. Installs valves and other accessories. Performs other related duties.
32	Pipe Fitters and Steamfitters	Assemble, install, alter, and repair pipelines or pipe systems that carry water, steam, air, or other liquids or gases. May install heating and cooling equipment and mechanical control systems. Includes pressurized lines and flow lines for gas, air, and oil found in industrial settings.
33	Plaster, Stucco, Lather, and EIFS Applicator	Apply interior or exterior plaster, stucco, or similar materials. May also set ornamental plaster. Applies acoustical plaster, interior and exterior plastering of stone imitation or any patented materials when cast. Molds and sets ornamental plaster and trim and runs ornamental plaster cornice and molding.
34	Plumbers/ Medical Gas Installer	Assemble, install, alter, and repair pipelines or pipe systems that carry water, steam, air, or other liquids or gases. May install heating and cooling equipment and mechanical control systems. Assemble, install, alter, and repair pipelines or pipe systems that carry medical gases or liquids. Specialized training and certification required.
35	Reinforcing Iron and Rebar Workers	Position and secure steel bars or mesh in concrete forms in order to reinforce concrete. Includes post-tensioning. Use a variety of fasteners, rod-bending machines, blowtorches, and hand tools.
36	Roofers	Cover roofs of structures with shingles, tile, slate, asphalt, aluminum, wood, metal and related materials. May spray roofs, sidings, and walls with material to bind or seal sections of structures. Includes metal and membrane roofs.

37	Sheet Metal Workers	Fabricate, assemble, install, and repair sheet metal products and equipment, such as ducts, seal the system, pressure test and test and balance , control boxes, drainpipes, architectural sheet metal, hangers, brackets, used in the installation of sheet metal, and installs grills, registers, and furnace casings. Work may involve any of the following: setting-up and operating fabricating machines to cut, bend, and straighten sheet metal, operating soldering equipment to join sheet metal parts; inspecting, assembling, and smoothing seams and joints of burred surfaces, including metal flashings, gutters, canopies, soffit's, louvers, skylights and custom metal roofs. Installs warm air furnaces except where necessary piping for gas, or oil is performed under the plumbing and pipefitting classification. Include sheet metal duct installers who install prefabricated sheet metal ducts used for heating, air conditioning, or other purposes. Fire life safety, damper inspection, stairwell pressurization. May install other heating and cooling devices which are in connection with duct systems.
38	Structural Iron and Steel Workers/Metal Building Erector	Rigging, raise, place, and unite iron or steel, prefabricated metal buildings precast concrete, precast "tilt-up" panels, concrete and steel bridge members, concrete decking, ornamental iron, hand rails, stairs, curtain wall/glass framework, girders, columns, beams, and other structural members to form completed structures or structural frameworks using hand tools, power tools, and hoisting equipment. Erects frame of building, using hoist. Bolts steel frame members together. Attaches wire and insulating materials to framework. Attaches sheet metal panels to framework including standing seam sheets. Installs and trims sheet metal on prefabricated metal buildings, using cutting torch, power saw, and tin snips. Rigging of heavy equipment, assembly and disassembly of cranes. May erect metal storage tanks. Exclude "Reinforcing Iron and Rebar Workers".
39	Tile Setters	Apply hard tile, terrazzo tile and veneer to walls, floors, and ceilings. Includes surface preparation as necessary.
40	Scaffolding Erector	Erection of a temporary elevated platform (both supported and suspended) and its supporting structure (including points of anchorage) to be used for supporting employees or material or both.

- **Welder** - Receives rate prescribed for craft performing operation to which welding is incidental.
- **Fork Lift and Man Lift (boom and scissor)** - Receives rate prescribed for craft performing operation to which operation of this equipment is incidental.



**EL PASO COUNTY 2020 WAGE SURVEY
MULTI-JURISDICTIONAL**

Dear Employer:

El Paso County has worked together with several governmental entities, including the City of El Paso, Ysleta ISD, and University Medical Center Hospital District, to prepare documents for a combined, multi-jurisdictional wage survey of Building and Heavy/Highway Construction projects.

The enclosed survey documents ask for wage information on projects that were active and ongoing between January 1, 2018 and December 31, 2019.

If your company has workers who fall into one of the labor classifications listed in the surveys, we request that you participate by completing and returning the enclosed wage rate survey.

The information you provide will be used to determine the minimum wage and fringe benefit rates that must be paid to workers employed on public-work construction projects.

The information you provide will be shared among participating governmental entities in order to make the survey process more efficient and to preclude sending you multiple surveys to complete.

The survey is divided into **two categories**: *Building Construction* and *Heavy/Highway Construction*. Please complete the survey(s) which is/are relevant to your business.

You are invited to fill-out the survey in two ways: paper and online.

For Paper Survey	For Online Survey
1. Check what Survey pertains to your business: Building Construction and Heavy/Highway Construction, or both.	1. Check what Survey pertains to your business: Building Construction and Heavy/Highway Construction, or both.
2. Complete the paper survey relevant to your business: Building Construction and Heavy/Highway Construction, or both.	2. Complete the online survey relevant to your business: Building Construction and Heavy/Highway Construction, or both.
3. Sign the Certification Pages	3. Visit the online survey page. For Building Construction: https://www.surveymonkey.com/r/PVW-Building For Heavy/Highway Construction: https://www.surveymonkey.com/r/Heavy-Highway
4. Attach the Payroll Reports to the packet	4. Electronically sign the Certification Pages
5. Mail the completed survey with certification pages and payroll reports in the enclosed return envelope to: County of El Paso, Texas Human Resources Department Attn: Prevailing Wage Rate Study 500 E. Overland El Paso, Texas 79901	5. Email the Payroll Reports to the following: Lorena Rodriguez lorodriguez@epcounty.com .

Those forms delivered via US Postal Service must be **POSTMARKED by Friday, July 10, 2020**. All other original documents must be **RECEIVED** in the **County's Administration department** by **5:00 p.m. on Monday, July 13, 2020**.

When returning your completed paper survey, be sure to **sign the Certification Pages** and to **attach payroll reports**.

When submitting your completed online survey, printing your name serves as a signature on the **Certification Page** and remember to **email payroll reports** to lorodriguez@epcounty.com.

Questions should be directed to Lorena Rodriguez in the El Paso County Human Resources Department who may be reached at (915)546-2218 ext. 4329. Written questions may be sent by email to lorodriguez@epcounty.com by regular mail to 500 E. Overland, El Paso, Texas 79901.

The information provided by you will be kept confidential to the maximum extent possible under existing law.

Information regarding the El Paso County Wage Survey and blank survey packets are available at the web site: <http://www.epcounty.com/wagesurvey.html>

Thank you,

Prevailing Wage Rate Committee
County of El Paso



INSTRUCTIONS

1. **Period reported:** The week you report must be between **January 1, 2018 and December 31, 2019**, regardless of the beginning or end date of the entire project.
2. **Peak Week** is the week you had the largest number of employees working on the project during the reporting period. There may be multiple peak weeks covering different classifications within a project. For examples of completed surveys go to “prevailing wage rates” at epcounty.com.
3. **One project per survey.** Each separate project should appear on a separate survey. There is no limit to the number of surveys you may submit.
4. **Fill in only the worker classifications that you employ.** Leave other classifications blank or indicate N/A as not applicable.
5. **Number of Employees** is the number of employees working in this classification during the reported week.
6. **Base Wage:** is the dollar amount you paid an employee, **per hour**, to work in this classification. Do not report payments required by state or federal law such as employer’s share of FICA or worker’s compensation and unemployment insurance.
7. **Fringe Benefits:** Enter a total, hourly dollar amount paid to an employee as compensation that is separate from and in addition to base wage. Do not report payments required by state or federal law such as employer’s share of FICA or worker’s compensation and unemployment insurance.
 - a. **Fringe Benefits:** Report only the costs or contributions incurred by your company, NOT those incurred by the employee.
 - b. **Fringe Benefits** include medical or hospital care or insurance to provide such care, life insurance, long- or short-term disability, sickness, or accident insurance, retirement / 401 K, annuities, deferred profit sharing or insurance to provide such a benefit, payment for holidays or vacation, and other fringes that you may identify.
 - c. **Fringe benefits** should be provided in an hourly dollar amount.
8. **Reporting multiple pay rates for a single labor classification:** If the workers in one classification are paid more than one salary or different fringe benefits, please list them on separate lines.
9. **If you need more lines,** photocopy the page you need or attach additional sheets of your own.
10. **Overtime Rate:** Report the amount paid for overtime (more than forty work hours in a week).
11. **Holiday Rate:** Report the amount paid for work performed on holidays.
12. **Attach payroll reports** to support your survey entries.



2020 Wage Survey of Public and Private Construction Projects
Building Construction Trades
(Excludes Residential Construction)

Please fill in for each craft that you have employed, the base wages plus fringe benefits for a total wage package of what you paid during your Peak Week between **January 1, 2018 and December 31, 2019** for work performed within the boundaries of the **County of El Paso, Texas**. If you pay different wages and/or fringe benefits within the same classification, please list them on separate lines and provide the Number of Employees who earned that combined Base Wage and Fringe Benefits.

For additional projects, you have two options:

1. *Copy this form and input new project information, or*
2. *Fill out the survey online at <https://www.surveymonkey.com/r/PVW-Building> for each new project.*

Description (name) of project for which wages are reported: _____

Physical address of construction in El Paso County: _____

Reported Week - Start Date ___/___/___ Reported Week - Ending Date ___/___/___

Regardless of the project's start or ending date, only complete survey for wages paid within the years 2018 and 2019.

CLASSIFICATION	NUMBER OF EMPLOYEES IN THIS CLASSIFICATION	BASE WAGE PER HOUR	TOTAL FRINGE BENEFITS PER HR.	TOTAL WAGES & FRINGE PER HR.
1 Asbestos/Lead Abatement/Mold Remediation				
2 Automatic Fire Sprinkler Fitter, Certified				
3 Block, Brick and Stone Masons				
4 Carpenters – Acoustical Ceiling Installation				

CLASSIFICATION	NUMBER OF EMPLOYEES IN THIS CLASSIFICATION	BASE WAGE PER HOUR	TOTAL FRINGE BENEFITS PER HR.	TOTAL WAGES & FRINGE PER HR.
5 Carpenter – Rough				
6 Carpenter – All Other Work				
7 Caulker/Sealers				
8 Cement and Concrete Finishers				
9 Commercial Truck Driver				
10 Communication/Security Technician				
11 Crane and Heavy Equipment Operator				
12 Door and Hardware Specialist				
13 Drywall and Ceiling Tile Installers				
14 Drywall Finishers and Tapers				
15 Electrician				
16 Elevator Installers and Repairers				
17 Fence Erectors - Include with Skilled Labor				
18 Floor Layers – Carpet and Resilient				

CLASSIFICATION	NUMBER OF EMPLOYEES IN THIS CLASSIFICATION	BASE WAGE PER HR.	TOTAL FRINGE BENEFITS PER HR.	TOTAL WAGES & FRINGE PER HR.
19 Floor Layers - Specialty				
20 Floor Layers - Wood				
21 Glaziers				
22 Hazardous Materials Removal Workers				
23 Heating, Air Conditioning and Refrigeration Service Technician				
24 Insulation Workers – Mechanical				
25 Irrigator- Landscape, Certified				
26 Laborer				
27 Locksmith				
28 Mechanic				
29 Painters - Building				
30 Paper Hanger				
31 Paper Hanger				
32 Pipe Layer (Utility)				

CLASSIFICATION	NUMBER OF EMPLOYEES IN THIS CLASSIFICATION	BASE WAGE PER HR.	TOTAL FRINGE BENEFITS PER HR.	TOTAL WAGES & FRINGE PER HR.
33 Pipe Fitters and Steamfitters				
34 Plaster, Stucco, Lather, and EIFS Applicator				
35 Plumbers/ Medical Gas Installer				
36 Reinforcing Iron and Rebar Workers				
37 Roofers				
38 Sheet Metal Workers				
39 Structural Iron and Steel Workers/Metal Building Erector				
40 Tile Setters				
41 Scaffolding Erector				

- **Welder** - Receives rate prescribed for craft performing operation to which welding is incidental.

What wage rate do you pay for overtime? _____

What wage rate do you pay for holidays? _____

CERTIFICATION PAGE

Name of Company: _____

Address of Company: _____

I certify that I am authorized to complete this form on behalf of the above named company and that the information reported is true and correct to the best of my knowledge.

Signature _____

Date: ____/____/____

Print Name: _____

Phone Number: _____

Title: _____

Fax Number: _____

PAYROLL REPORTS ARE MANDATORY!

Attach payroll documents that correspond to the dates you reported.

You can also email the scanned survey with the payroll documents that correspond to the dates reported to:
lorodriguez@epcounty.

Questions, please contact us at:
915.546.2218 ext. 4329

You may also fill out the survey online by visiting,
<https://www.surveymonkey.com/r/PVW-Building>.

For each new project you will have to fill out a new survey.
Again, email your scanned payroll documents or mail them in the self-addressed stamped envelope.

**Thank you for completing our
2020 Prevailing Wage Rate
Survey for the County of El Paso.
This survey is extremely
important, as the information
you provide will assist us in
determining the prevailing wage
rate of per diem wages for each
craft or type of worker within the
geographic limits of the County
for the construction of public
works projects.**

**Public Information Act
Contractor and Subcontractor List**

Exhibit D

#	Company	Mailing Address	City	State/ Province	ZIP/ Postal Code	Contact Person:	Business Phone	Email
1	A-American Aire	5408 Dailey	El Paso	TX	79905	Luis Velasco	(915) 342-4989	lvh130@gmail.com
2	A Brothers	411 Cinecue Way	EL Paso	TX	79907	Lydia Hidalgo	(915) 252-2718	lydiahidalgo@elp.rr.com
3	Albuquerque Insulation Co. Inc	P.O. Box 25871	Albuquerque	NM	87125	Denny Mitchell	(505) 315-6627	aicdlm@aol.com
4	Albuquerque Insulation Co. Inc	6770 Edgemere Blvd. Suite 292	El Paso	TX	79925	Ralph Armendariz	(915) 494-4252	armendarizralph@yahoo.com
5	Abescape Landscaping	12300 Gateway Blvd E	El Paso	TX	79927	Payroll Department	(915) 307-2648	Estimating@abescape.com
6	APCO Building Specialties	4737 Osbourne	El Paso	TX	79922	Isabel Vasquez	(915) 584-9424	lvazquez@apoinc.net
7	AC Custom Welding & Machining Inc	8139 Beatriz Ave	El Paso	TX	79907	Jozette Nava	(915) 533-0358	jozetteacwelding@yahoo.com
8	AC Electric	14949 Doe Lane	El Paso	TX	79936	Payroll Department	(915) 857-0267	
9	Accent Landscape	28 San Marcos	El Paso	TX	79932	Veronica Ruiz	(915) 585-1693	vperez1@accentls.org
10	Accurate Coring	P.O. Box 220523	El Paso	TX	79913	Payroll Department	(915) 886-2600	accuratecoring@sbcglobal.net
11	Accu-Stripe	11172 Nautical	El Paso	TX	79936	Victor Favela	(915) 598-1680	
12	Ace Insulation	6987 Market Avenue 79915	El Paso	TX	79905	Ernesto Ibarra	(915) 209-5560	ernie@aceinsulationservices.com
13	Acosta Drilling Inc.	P.O. Box 1221	Lamesa	TX	79331	Victor Acosta	(806) 872-5960	victor@acostadrilling.com
14	Adobe Interiors	P.O. Box 17874	El Paso	TX	79917	Gabriel Luna	(915) 433-1405	adobeinteriors@gmail.com
15	Advanced Building Systems	7362 Remcon Circle	El Paso	TX	79912	Payroll Department	(915) 225-2260	
16	Alamo General Contractors	160 Easy Way	El Paso	TX	79932	Erica Olvera	(915) 585-1534	alamogeneral@sbcglobal.net
17	All American Enterprises Inc	9905 Bell SE	Albuquerque	NM	87123	Robert Buzzard	(505) 298-8686	bob@aaenm.us
18	All Pro Wholesale, Inc	P.O. Box 21576	Hot Springs	AR	71903	Payroll Department	(501) 520-0081	
19	All Temp Insulation	1629 Wyoming Ave.	El Paso	TX	79902	Rita Escobar	(915) 533-1910	ritaescobar26@gmail.com
20	All Trades Electrical Contractors Inc	11005 Argal Ct.	El Paso	TX	79935	Rafael Gutierrez	(915) 629-0830	rgutierrez@alltradeselectrical.com
21	Allbrite Electric	8684 Arboleda 79907	El Paso	TX	79938	Carlos Nune	(915) 855-9857	cgunez53@gmail.com
22	Allen Concrete, Inc.	3800 Hueco Club Rd 79938	El Paso	TX	79938	Lizette Cisneros	(915) 921-0678	aci@allenconcreteinc.com
23	Alliance Riggers & Constructors	1200 Kastrin St	El Paso	TX	79907	Graciela Mireles	(915) 591-4513	igmireles@allianceriggers.com
24	Allied Paving Company of El Paso Inc.	P.O. Box 640009	El Paso	TX	79904	Salvador Chacon	(915) 755-7625	Sal.chacon@alliedpavingcompany.com
25	Alpha Building Corp.	24850 Blanco Rd	San Antonio	TX	78260	Deb Soto	(210) 491-9925	dsoto@alphabuilding.com
26	Alpha Tech	1413 Paisano #C	El Paso	TX	79901	Payroll Department	(915) 234-2086	
27	Alpine Electric	5419 Beacon Ave	El Paso	TX	79905	Edith Ponce	(915) 781-0381	Alpineelp@gmail.com
28	AMC Interiors	5049 Andes Drive	El Paso	TX	79904	Rocky Madrid	(915) 474-5410	
29	American Eagle Work Service Inc	12312 Amstater Circle	El Paso	TX	79936	Payroll Department	(915) 849-6266	
30	AMPTX Electric	11409 Cedar Oak Dr 79936	El Paso	TX	79936	Yvonne Aragon	(915) 599-9669	yvonnearagon@amptxelectric.com
31	Andreaola Terrazzo	3605 Security St	Garland	TX	75042	Liz Guzman	(469) 626-9521	liz@andreaolainc.com
32	AO General Contractor	1050 Diesel Dr	El Paso	TX	79907	Abelardo Olivas	(915) 860-4871	ao@aogcon.com
33	APCO Building Specialties	4737 Osbourne	El Paso	TX	79913	Isabel Vasquez	(915) 584-9424	lvazquez@apoinc.net
34	Aquatech Septic & Underground	P.O. Box 836	Canutillo	TX	79835	Sandra Richter	(915) 877-4790	aquatech1997@sbcglobal.net
35	Armando Mejia Trucking & Sons	780 Clems	Socorro	TX	79927	Jorge Mejia Sanchez	(915) 231-8891	
36	Armor Construction Co., Inc.	11841 Emily Ct	El Paso	TX	79936	Hector Loya	(915) 921-6423	hector@armorconstruction.com
37	Arrow Building Corp.	6095 Surety Drive	El Paso	TX	79905	Dave McGlohon	(915) 778-1147	info@arrowbldg.com
38	ARS Architectonical retail & Solutions	6006 N. Mesa Suite 800	El Paso	TX	79912	Payroll Department	(915) 307-8465	
39	Assurance Fire Protection	10041 Carnegie	El Paso	TX	79925	Seam Chow	(915) 591-4544	installation@assurancefire.net
40	ATSS, INC.	839 Vinton Ave	Canutillo	TX	79835	Monica Casares	(915) 877-5122	mjczares@atssinc.us
41	Avila William dba WAS Construction	221 N. Zaragoza	El Paso	TX	79907	Payroll Department		
42	B&G Refrigeration	14709 Norcross Place	El Paso	TX	79925	Payroll Department	(915) 920-9490	
43	B. Daniels Contractors, L.L.C	P.O. Box 329	Clint	TX	79836	Myrna Zapata	(915) 740-9346	contact@bdanielscontractors.com
44	Banes Construction	6001 Doniphan Dr	El Paso	TX	79932	Maria Betancourt	(915) 584-0404	maria@banes-gc.com
45	Barragan's Group	3736 Shell St Ste. F	El Paso	TX	79925	Mari Barragan	(915) 859-9151	bcrefrigeration2006@yahoo.com
46	Barraza Code Electric, Inc.	5049 Crossroads	El Paso	TX	79932	Liz Estrada	(915) 581-6979	codeelectric.inc@gmail.com
47	Barrco Construction Inc	7013 Ramada Drive	El Paso	TX	79912	Payroll Department		
48	Barrett/Airworks	3750 Durazno	El Paso	TX	79924	Alex & Patricia Castro	(915) 591-8457	elpaso@jag.com
49	Basic IDIQ, Inc.	7015 W. Tidwell, Ste 111A	Houston	TX	77092	Brenda Moczygamba	(832) 255-2500	bmoczygamba@bsicidiq.com
50	Basil Glass, Inc.	1460 Common Dr.	El Paso	TX	79936	Payroll Department	(915) 592-8511	
51	Belmonts Air Conditioning, Inc.	5408 Rosa Ave.	El Paso	TX	79905	Payroll Department	(915) 778-7399	
52	Belt Con Masonry	860 Kastrin St	El Paso	TX	79907	Payroll Department	(915) 599-8777	beltranconstruction860@gmail.com
53	Beltran Electrical Contractors, Inc.	860 Kastrin	El Paso	TX	79907	Payroll Department	(915) 599-8777	beltranconstruction860@gmail.com
54	Benning Construction, Inc.	1205 Myrtle Avenue	El Paso	TX	79901	Henry Benning	(915) 533-4300	hbenning@benningconstruct.com
55	Best Iron Works and Screens, Inc.	1601 Missouri	El Paso	TX	79902	Payroll Department	(915) 533-8405	
56	Better Concrete	226 Mango Rd	El Paso	TX	79915	Payroll Department	(915) 588-8207	
57	Better Concrete and T&T staff	P.O. Box 17930	El Paso	TX	79907	Payroll Department		
58	Big Media	5710 Doniphan Dr	El Paso	TX	79932	Payroll Department	(915) 585-0444	
59	Bio Remedies	PO Box 971426	El Paso	TX	79997	Payroll Department	(915) 590-0163	
60	Bishop Construction	1637 Billy Casper	El Paso	TX	79936	Payroll Department	(915) 592-4477	
61	Black Stallion LB Construction	861 Springfire Dr	El Paso	TX	79912	Payroll Department	(915) 584-2098	
62	Bomanite Artistic Concrete	1860 West Paisano	EL Paso	TX	79922	Allyn Echaniz	(915) 533-6497	bomanite2@msn.com
63	Border Demolition & Environmental, Inc.	1004 Diesel Drive	El Paso	TX	79907	Owner	(915) 860-8855	bonniesol@borderdemo-envro.com
64	Border Drilling	2020 Ocean Side Drive	El Paso	TX	79936	Payroll Department	(915) 920-0703	
65	Border Electric/Mechanical Co LP	6936 Commerce Avenue	El Paso	TX	79915	Payroll Department	(915) 593-7235	
66	Bowen Industrial Contractors, Inc.	8250 North Loop Drive	El Paso	TX	79907	Payroll Department	(915) 598-9100	
67	Bravo El Paso Landscaping & Irrigation	14390 Hovland Ln	El Paso	TX	79938	Payroll Department	(915) 274-5605	

**Public Information Act
Contractor and Subcontractor List**

68	Bruns & McDonald	6993 Industrial Ave	El Paso	TX	79915	Payroll Department	(915) 772-7711	
69	Buford Thompson Company	1370 A. Pullman Street, Suite A	El Paso	TX	79936	Payroll Department	(915) 857-7979	
70	Building Automation & Service	6553 Bear Cat Ridge Dr	El Paso	TX	79912	Payroll Department	(915) 255-7177	
71	Burman Construction LLC	2007 Texas ave	El Paso	TX	79901	Payroll Department	(915) 444-8707	
72	C&C Road Construction, Inc.	1458 Lomaland	El Paso	TX	79935	Payroll Department	(915) 633-8400	joann@eagle.construction
73	C&E Industrial Services, Inc.	103 Maguey Ct	Sunland Park	NM	88063	Gaby Underwood	(575) 997-0190	gabbyunderwood@ceindust.com
74	C&S Glass & Mirrors	12006 Socorro	San Elizario	TX	79849	Payroll Department	(915) 887-9964	
75	C. Contracts	12238 Via Campo Dr.	El Paso	TX	79936	Payroll Department	(915) 549-9235	
76	The Roof and Metal Co. (Formerly) C. Ortiz, Corp dba Roof & Metal Co.	4016 Johnson Ave	El Paso	TX	79930	Payroll Department	(915) 566-2236	roofing@theroofandmetal.com
77	Cambro Construction	7424 2nd Street NW	Albuquerque	NM	87107	Payroll Department	(505) 345-1133	april@camroco.com
78	Camino Contracting	1611 Beech, Suite G	El Paso	TX	79925	Payroll Department	(915) 775-2478	
79	Campos Engineering	1331 River Bend Dr # 100	Dallas	TX	75247	Payroll Department	(214) 696-6291	
80	Canyon Contracting	612 Raynor St.	El Paso	TX	79905	Miguel Cortez	(915) 239-0169	miguel@canyoncontracting.usa
81	Cardinal/International Grooving and Grinding LLC	100 Barren Hill Road	Conshohocken	PA	79428	Payroll Department	(610) 825-2200	
82	Carrizal Painting / T&T Staff	7159 N. Loop Dr	El Paso	TX	79915	Payroll Department		
83	Casework Solutions, LLC	4725 Ripley, Ste. B	El Paso	TX	79922	Payroll Department	(915) 875-8640	
84	Century Fire Systems	490 Eagle Drive	El Paso	TX	79912	Payroll Department	(915) 584-0523	
85	CF Jordan	7700 C.F. Jordan Drive	El Paso	TX	79912	Payroll Department	(915) 877-3333	
86	CG Construction and Architectural Millwork	11501 Rojas Dr Suite M	El Paso	TX	79902	Payroll Department	(915) 239-1980	
87	CGC Group, Inc.	10493 Socorro Rd.	Socorro	TX	79927	Payroll Department		
88	Champion Track and Turf	PO Box 165032	Fort Worth	TX	76161	Payroll Department		
89	Chavez Pascual Leonardo dba LCH Constructions	14244 Patriot Point	El Paso	TX	79938	Payroll Department		plchc1@gmail.com
90	City Fence & Pipe Co.	10865 Dyer Street	El Paso	TX	79934	Kenneth Moward	(915) 549-9606	
91	CK Construction, Inc.	8625 Gateway S Blvd 79904	El Paso	TX	79912	Payroll Department	(915) 225-0062	
92	Classic Millwork	275 Rio West Drive	El Paso	TX	79932	Payroll Department	(915) 833-9922	
93	Clowe & Cowan of El Paso, Inc.	11221 Rojas Dr.	El Paso	TX	79935	Payroll Department	(915) 593-8833	
94	CMD Endeavors Inc	1510 N Zaragoza Suite B1	El Paso	TX	79936	Payroll Department	(915) 581-5900	
95	Coefficient Electric & Communications Systems	2706 E Yandell	El Paso	TX	79903	Payroll Department	(915) 833-8987	
96	Coldwell	4000 Tower Rd.	Louisville	KT		Payroll Department	(502)964-3361	
97	Columbia Showcase	11506 Confederate Dr.	El Paso	TX	79936	Payroll Department	(915)857-0532	
98	Commercial Roofing Systems, Inc.	101 Valley Chili Rd.	Vinton	TX	79821	Payroll Department	(915) 886-4411	
99	Concrete Placement, Inc. (CPI)	113 S Minnie St	Santa Ana	CA	92701	Lauren Hoffman	(877) 586-5678	
100	Concrete Specialties	7700 C.F. Jordan Drive	El Paso	TX	79912	Payroll Department	(915) 877-3333	
101	Contractor's Barricade Service Inc. dba Apache Barricade & Sign	11560 Pellicano	El Paso	TX	79936	Payroll Department	(915) 592-6619	gambo1988@aol.com
102	Contractors Tile Plus, Inc.	5519 Paisano	El Paso	TX	79905	Payroll Department	(915) 545-2000	gil@tilesplusinc.com
103	Control & Equipment Co. of El Paso	2001 E. Yandell Dr	El Paso	TX	79903	Payroll Department	(915) 545-2256	
104	COST of Wisconsin Incorporated	4201 Highway	Jackson	WI	53037	Payroll Department	(262)677-6060	info@costofwisconsin.com
105	Crane Services, Inc	505 Murry Road SE	Albuquerque	NM	87105	Payroll Department	(915)351-6234 or	jestraea@craneservicing.com
106	CS Advantage USAA	1424 1424th St	College Station	TX	77842	Payroll Department	(210) 837-5501	
107	D & H Pump Service, Inc. dba D&H Petroleum & Environmental Inc	1221 Tower Train Lane	El Paso	TX	79907	Payroll Department	(915) 859-8150	vayala@dh-united.com
108	D&H Pump Services, Inc.	PO Box 17969	El Paso	TX	79917	Payroll Department	(915) 859-8150	
109	D&F Fraire, Inc.	8626 Dyer C-2	El Paso	TX	79904	Payroll Department	(915) 821-9709	fraireinc@sbcglobal.net
110	D&R Tank	1210 Prosperity SE.	Albuquerque	NM	87105	Payroll Department	(505)873-1101	info@drtank.com
111	Daktronics	331 Thirty Second Ave	Minneapolis	MN	55486	Payroll Department		jason.bellrichard@daktronics.com
112	Daniels Roofing	7300 Dale Rd	El Paso	TX	79915	Payroll Department	(915)772-6000	sales@danielsroofinginc.com
113	Dannenbaum Engineering Corp	10737 Gateway West, Suite 102	El Paso	TX	79915	Payroll Department	(915) 629-0401	
114	Dantek Systems	1462 Vanderbilt Drive	El Paso	TX	79935	Payroll Department	(915) 629-7200	sales@danteksystems.com
115	Dantex Construction Co	4727 Osborne Drive	El Paso	TX	79922	Hillary Oney	(915) 584-9300	honey@dantexconstruction.com
116	De Leon Contractors	2001 E Paisano Dr	El Paso	TX	79905	Payroll Department	(915) 307-6642	
117	Del Mar Contracting Inc.	3550 Lee Blvd, Suite E	El Paso	TX	79936			
118	Delta Electris	5830 Ridge Drive	Santa Teresa	NM	88008	Payroll Department		
119	DEMCON	6966 Market Avenue	El Paso	TX	79915	Payroll Department	(915) 443-4539	
120	Desert Communications Inc.	7100 Westwind Suite 300	El Paso	TX	79912	Payroll Department		
121	Desert Contracting, LLC	6802 Commerce Ave	El Paso	TX	79936	Payroll Department	(915) 595-4337	
122	DH Underground, Inc.	5508 Broadway Blvd. SE	Albuquerque	NM	87105	Payroll Department	(505) 877-4144	
123	Discover Plumbing	1370 Pullman Dr., Suite I	El Paso	TX	79936	Payroll Department	(915)226-5700	
124	Diversified Interiors	4750 Ripley	El Paso	TX	79922	Andrew Hawley	915-585-0030	dhawley@dieptx.com
125	DLC Construction	8411 Lockheed Suite 3	El Paso	TX	79925	Payroll Department	(915) 771-7580	
126	DMDickason Staff Leasing	4900 North Mesa	El Paso	TX	79912	Payroll Department	(915) 52-9400	
127	Door Controls Services, Inc.	321 VZ County Road 4500	Ben Wheeler	TX	75754	Payroll Department	800-437-3667	parts@doorcontrolsusa.com
128	Door Salutions, Inc.	6840 Industrial	El Paso	TX	79915	Payroll Department	(915) 781-0664	
129	Dustrol	P.O. Box 960427	El Paso	TX	79996	Aaron Alshouse	915-217-8556	aalshouse@dustrol.com
130	E.M. Commercial & Industrial Electrical Services, Inc.	PO Box 971561	El Paso	TX	79997	Payroll Department		
131	E.P.I.S. LLC	119 North Cotton St.	El Paso	TX	79901	Payroll Department	(915) 533-5080	sales@epis-usa.com
132	Eagle Mechanical Insulation Company	11961 Rembrandt Lane	El Paso	TX	79936	Payroll Department	(915) 249-6561	
133	Eagle View Contractors LLC	P.O. Box 16182	Las Cruces	NM	88001	Payroll Department	(575) 322-6771	
134	ECS Concrete	3821 Kragg Street	El Paso	TX	79938	Payroll Department	(915) 921-5346	
135	Ed-Co Corporation	4774 Ripley	El Paso	TX	79922	Carlos Ornelas	(915) 585-1088	cornelas@ed-co-corp.com
136	El Paso ARC Electric Inc	8010 N. Loop Dr.	El Paso	TX	79915	Payroll Department	(915) 593-3700	
137	El Paso Automated Office and Industrial Systems, Inc.	11045 Argal Court	El Paso	TX	79935	Gloria Vega	(915) 590-1992	vega777@cs.com

Jim.Hess@daktronics.com
service@danielsroofinginc.com

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138	El Paso Best Way Const. & Services	3030 E. Yandell	El Paso	TX	79903	Payroll Department	(915) 307-3154	
139	El Paso Concrete Cutters	7117 Latigo St	Canutillo	TX	79835	Payroll Department	(915) 877-3053	
140	El Paso Cowboy Construction	3841 Las Casitas Dr.	El Paso	TX	79938	Payroll Department	(915) 373-4045	
141	El Paso JAG Inc dba JAG Electric	230 Chelsea St.	El Paso	TX	79905	Payroll Department		
142	El Paso Machine & Steel Inc	1600 E. 4th Ave	El Paso	TX	79901	Payroll Department	(915) 533-7483	
143	El Paso Rio Electric, Inc.	PO Box 962338	El Paso	TX	79917	Payroll Department	(915) 860-2522	
144	El Paso Scaffolding Inc.	998 Tony Lama St.	El Paso	TX	79912	Payroll Department	(915) 592-5814	epsipaul@sbcglobal.net
145	El Paso Sol Power Electric	1521 Cedarvale Pl.	El Paso	TX	79925	Payroll Department	(915) 867-4310	jagsse@yahoo.com
146	El Paso Staffing Services	1207 Yandell Dr.	El Paso	TX	79902	Payroll Department		
147	EP Wrap-It Insulation, LLC	11421 Sundance Ave	El Paso	TX	79936	Payroll Department		
148	Elenes Contractors and Painting	552 Mauer Rd.	El Paso	TX	79915	Payroll Department	(915) 408-3385	michaeeleenes28@yahoo.com
149	Empire Welding & Fabrication	2211 E. Missouri	El Paso	TX	79903	Payroll Department	(915) 706-4070	
150	ESA Construction	120 Paragon Lane Suite 103	El Paso	TX	79912	Payroll Department	(915) 845-4577	
151	Essential Fire Protection Systems	10920 Marconi	El Paso	TX	79935	Payroll Department	(915) 592-5066	
152	Essential Landscaping & Sprinklers	5505 Rosa Ave	El Paso	TX	79905	Payroll Department	(915) 533 4111	
153	Ewis, Inc	1710 Texas Avenue	El Paso	TX	79901	Payroll Department		
154	Exerplay, Inc.	P.O. Box 1160	Cedar Crest	NM	87008	Payroll Department	(800) 457-5444	
155	F.T. James Construction, Inc.	700 W. Paisano	El Paso	TX	79901	Payroll Department	(915) 351-2400	
156	Facility Solutions Group	7209 Jefferson NE	Albuquerque	NM	87109	Payroll Department	(505) 884-9019	
157	Favela Concrete	P.O. Box 2047	San Elizario	TX	79849	Payroll Department	(915) 691-0115	
158	FC construction LLC	PO Box 1165	Clint	TX	79836	Payroll Department	(915) 851-1396	
159	FieldTurf USA Inc.	175 N. Industrial Blvd NE	Calhoun	GA	30701	Payroll Department		elia.carrillo@fieldturf.com
160	Fierro Construction	12402 Tierra Bella Dr	El Paso	TX	79938	Payroll Department	(915) 313-2988	
161	Fire Star Automatic Fire Protection, LLC	3520 Confederate	El Paso	TX	79936	Payroll Department	(915) 855-1505	fsafp@yahoo.com
162	Floor Subs Inc	10601 Quezada Ave	El Paso	TX	79935	Payroll Department		
163	Flow Control Plumbing	10860 Angus Drive	El Paso	TX	79927	Payroll Department		
164	Fluid Dynamics	1141 Larry Mahan Dr.	El Paso	TX	79925	Payroll Department	(915) 590-2227	
165	Foam Applications, LLC.	2617 E. Missouri Avenue	El Paso	TX	79903	Payroll Department	(915) 566-5110	
166	Four Star Roofing Co Inc	PO Box 26925	El Paso	TX	79926	Payroll Department	(915) 592-0240	
167	FPG Mechanical Contractors Inc	3630 Wooster Ln	El Paso	TX	79936	Payroll Department	(915) 595-6443	
168	Frontier/Scholten Roof Services, LLC	255 Rio West	El Paso	TX	79932	Payroll Department	(915) 845-4151	
169	Funk and Company Mechanical-Electrical Contractors	2000 Myrtle	El Paso	TX	79901	Alex Aguirre	(915) 542-1502	alex@funkandcompany.com
170	G&G Enterprises General Contractors	9456 Nottingham	El Paso	TX	79907	Payroll Department	(915) 726-8995	
171	Gage Electric Co.	13331 Tobacco	El Paso	TX	79938	Payroll Department	(915) 772-9946	
172	GAP Air Conditioning & Heating Company	11832 Vere Leasure Drive	El Paso	TX	79936	Payroll Department		
173	GarCom, Inc.	1008 Diesel Drive	El Paso	TX	79907	Payroll Department	(915) 859-2424	
174	Gil's Ventures LLC	5505 Woodfield Dr.	El Paso	TX	79932	Payroll Department	(915) 274-3835	
175	Glass House Inc.	11111 Rojas	El Paso	TX	79935	Payroll Department	(915) 592-5583	
176	Globe Builders, LLC	3009 Pershing Dr.	El Paso	TX	79903	Payroll Department		
177	Gonzalez Heating & Cooling (formerly Gonzalez Mechanical Contractors LLC)	4502 Alameda Ave.	El Paso	TX	79905	Payroll Department	(915) 345-1282	
178	Gorman Moisture Protection Inc.	2115 E. Missouri	El Paso	TX	79903	Lisa Murray	(915) 532-0958	pgorman@gormanmoisture.com
179	Goytia Enterprises Company	2220 Bassett Ave	El Paso	TX	79901	Payroll Department	(915) 239-9734	
180	Great Southwestern Construction, Inc.	1035 Pendale Rd	El Paso	TX	79907	Payroll Department	(915) 856-8766	
181	Greatland Construction	8900 Viscount #252	El Paso	TX	79925	Payroll Department		
182	Green Concrete	P.O. Box 17693	El Paso	TX	79917	Payroll Department	(915) 920-7032	
183	Ground Breakers, LLC	1950 tapestry circle	Las Cruces	NM	88005	Payroll Department		
184	Hacienda Mechanical Inc	7254 Doniphan Dr. #B	Canutillo	TX	79835	Payroll Department	(915) 877-3625	
185	Hardy Hole Drilling	217 Paloma Blanca Dr.	Chaparral	NM	88081	Payroll Department	(575) 824-4495	
186	Harris Davis Rebar	4361 E. Tennessee Street	Tucson	Az	85714	Payroll Department	(520) 295-8989	
187	Hawk Construction	1589 Hartsdale Dr.	Horizon City	TX	79928	Payroll Department		
188	Hellas Construction, Inc.	12710 Research Blvd #240	Austin	TX	78759	Payroll Department	(800) 233-5714	
189	Henock Construction, LLC	1423 E Houston	San Antonio	TX	78202	Payroll Department	(210) 661-2737	
190	Henry Trujillo, Inc.	P.O. Box 291240	El Paso	TX	79929	Payroll Department	(915) 858-0398	
191	Hensel Phelps	4141 Pinnacle St Suite 215	El Paso	TX	79902	Payroll Department	(512) 834-9848	
192	HkN Engineers	5825 Onix Drive	El Paso	TX	79912	Payroll Department	(915) 833-2100	
193	Holguin Construction Management/dba Icon Construction	4708 Post Road	El Paso	TX	79903	Payroll Department		
194	Horizone Construction Ltd.	4529 Osborne Drive #A	El Paso	TX	79922	Payroll Department	(915) 790-0553	lrdestefano25@gmail.com
195	Howe Precast Concrete Barrier, Inc.	P.O. Box 1249	Queen Creek	AZ	85142	Payroll Department	(480) 988-2073	
196	HRT Roofing	107 S. Ascarate	El Paso	TX	79905	Payroll Department	(915) 562-4682	
197	Rigo's Body and Paint (Formerly) Imperial Casework Inc	1505 Wyoming	El Paso	TX	79902	Payroll Department	(91) 532 -3344	
198	Indoor Air Technologies inc.	1165 US-130	Robbinsville	NJ	8691	Payroll Department	(609) 208-1330	
199	Integrated Fire Systems and Concepts, LLC	11501 Pelicano Suite C	El Paso	TX	79936	Payroll Department	(915) 590-3473	
200	Strongcoat LLC Formerly (International Finishers, Inc.)	1918 Bassett Ave.	El Paso	TX	79901	Luz Maria Castaneda	(915) 843-4747	lmce17@gmail.com
201	IQP Canopies LLC	12867 Azogue Ave	El Paso	TX	79938	Payroll Department	(915) 329-8346	iqpcanopies@gmail.com
202	J. Farnsworth	P.O. Box 12064	El Paso	TX	79913	Payroll Department	Not Available	
203	J.A.R. Concrete, Inc. DBA J.A.R. Construction, Inc.	8000 Escobar Drive	El Paso	TX	79907	Payroll Department	(915) 591-3389	isamaniego@jarconcrete.com
204	JAG Electric	3750 Durazo Ave.	El Paso	TX	79905	Payroll Department	(915) 533-8607	jag@elpasojag.com
205	Jesse G Construction	5844 Sun Valley Drive	El Paso	TX	79924	Payroll Department	(915) 241- 0664	
206	JMR Demolition	12200 Roberta Lynne	El Paso	TX	79936	Jesse Robles III	(915) 858- 0376	jesse.robles@jmr-demolition.com
207	Joe Loya Const. / T&T Staff Management, LP	71 Koogle Rd	Anthony	NM	88021	Payroll Department	(575) 874-0019	
208	John F. Clark	4434 W. Lovers Lane	Dallas	TX	75209	Payroll Department	(214) 369-2331	

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209	Johnson Controls, Inc.	12050 Rojas Dr. Ste# 100	El Paso	TX	79936	Payroll Department	(915) 629-6000	
210	Jordan Foster Construction, LLC	7700 C F Jordan Drive	El Paso	TX	79912	Payroll Department	(915) 877-3333	
211	JROD Industries, Inc.	4628 Caples Circle	El Paso	TX	79903	Payroll Department	(714) 392- 0134	
212	JT Masonry Inc	P.O. Box 220394	El Paso	TX	79913	Payroll Department	(717) 333-3977	
213	JT Vaughn Construction LLC	10355 Westpark Dr	Houston	TX	77042	Payroll Department	(713) 243-8300	llewis@vaughnconstruction.com
214	K&N Services	P.O. Box 962956	El Paso	TX	79936	Payroll Department		
215	Green Plains Design Formerly (K & S Sports Constructors LLC)	PO Box 53	White Deer	TX	79097	Shelton Watson	(254) 592-1441	shelton@ksscturf.com
216	KACO	1600 E 4th Ave	El Paso	TX	79901	Payroll Department		
217	Karlsruher Inc, dba CSA Constructors	1845 Northwestern Drive #C	El Paso	TX	79912	Payroll Department	(915) 877-4155	postmaster@csaengineers.com
218	Kasco Structures LLC	1600 East Fourth Avenue	El Paso	TX	79901	Payroll Department	(915) 544-1210	
219	KD Scholten	7365 Remcon Circle Ste. A-106	El Paso	TX	79912	Ken Scholten	(915) 833-1452	kds@kdscholten.com
220	Kendrick Electric Corporation	5257 Gunter Ave	El Paso	TX	79904	Ralph Kendrick	(915) 755-7125	kendrickelectric@sbcglobal.net
221	Keystone Contractors and Engineers	2718 Wyoming Ave	El Paso	TX	79903	Payroll Department	(915) 562-4159	
222	Kimmins Coatings	7365 Remcon Circle Ste. A-106	El Paso	TX	79912	Payroll Department	(915) 833-1452	
223	Kings Aire, Inc.	1035 Kessler Drive	El Paso	TX	79907	Payroll Department	(915) 592-2997	service@kingsaire.com
224	KM Works Landscaping	11964 Oak Abbey Ct	El Paso	TX	79936	Payroll Department	(915) 526-1147	
225	Red Cap Staffing formerly (LaborMax Staffing)	807 E. Yandell	El Paso	TX	79902	Payroll Department	(915) 351-0890	elpaso@redcapstaffing.com
226	Labor Ready Southwest, Inc.	1015 A St. Unit A	Tacoma	WA	98402	Payroll Department	(253) 383-9101	
227	Licon Engineering Company Inc.	2101 E. Missouri Ave	El Paso	TX	79903	Norma Armendariz	(915) 781-1532	
228	Lightning & Energy Control Systems, Inc.	777 N. Grove Road, Suite 109	Richardson	TX	75081	Payroll Department	(972) 705-8400	
229	Lloyd Hamilton Construction, Inc	PO Box 220189	El Paso	TX	79913	Lloyd Hamilton	(915) 256-9641	lloydhamilton@aol.com
230	LMJ Construction Co., LLC	4317 Osceola St.	El Paso	TX	79938	Payroll Department	(915) 855-2323	lorraine@lmjconstruction.us
231	Lomeli and Sons	4606 Vulcan	El Paso	TX	79904	Payroll Department	(915) 757-1715	
232	Lone Star Welding	11512 Confederate	El Paso	TX	79936	Jerry Oxner	(915) 855-1742	jerry.oxner@yahoo.com
233	Long Star Environmental Services	9821 Staubach	El Paso	TX	79927	Payroll Department	(915) 875-6762	
234	Longhorn Electrical Services	8411 Lockheed Dr. # 13	El Paso	TX	79925	Payroll Department	(915) 771-0488	mail@longhornelectrical.com
235	LVR Commercial Flooring	11501 Rojas Dr.	El Paso	TX	79936	Lucy Batista	(915) 590-7516	lucy@lvrflooring.com
236	Marcel Sierra Kitchens Corp	5201 N. Mesa #L75	El Paso	TX	79912	Payroll Department	(915) 727-1423	marcela@marcelkitchens.com
237	Martinez Brothers Contractors LLC	5875 Cromo Drive Ste. 200	El Paso	TX	79912	Vanessa Gonzalez	(915) 584-3900	vanessa@martinezbros.com
238	Martinez Concrete	14625 Norcross Pl	El Paso	TX	79928	Payroll Department	(915) 731-2917	
239	Martinez Irrigation and Landscapes, Inc.	7724 Toltec	El Paso	TX	79912	Raquel Martinez	(915) 584-4565	mtzrigrig@att.net
240	Masters Builders	117 Heatfield Street	El Paso	TX	79901	Payroll Department	(915) 532-1007	office@mastersbuildersinc.com
241	Master cuts	447 Executive Center Blvd.	El Paso	TX	79902	Mr. Steadman	(915) 533-6975	mastercuts_landscapes@yahoo.com
242	Mata's Garage Doors	8757 Old County Dr.	El Paso	TX	79907	Payroll Department	(915) 731-9957	bad-mata@hotmail.com
243	Matrix Special Systems	3634 Wooster Lane	El Paso	TX	79936	Victor Jimenez	(915) 591-9710	
244	Matyear Construction Co., Inc.	PO Box 31070	El Paso	TX	79931	William Matyear Jr.	(915) 566-4660	matyearc@gmail.com
245	MCA Painting Contractor Inc.	P.O. Box 960398	El Paso	TX	79996	Payroll Department	(915) 474-1819	mcapainting@att.net
246	Meadow Vista Masonry Inc. Formerly (Meadow Vista)	114 Mesquite Drive	Sunland Park	NM	88063	Payroll Department	(575) 589-2585	
247	Medlock Commercial Contractors, LLC	7380 Remcon Circle, Suite E	El Paso	TX	79912	Payroll Department	(915) 584-8600	
248	MEI Rigging & Crating	910 10th Street Suite G	Plano	TX	75074	Dale Clark	(972) 881-1576	
249	Mesa Electric Contractor Inc	502 Joe Angel Road	Canutillo	TX	79835	Payroll Department	(915) 877-9141	
250	Metro-Com	9213 Vicksburg Dr.	El Paso	TX	79924	Payroll Department	(915) 526-9240	
251	Metro Mechanical	745 S. Compress Rd.	Las Cruces	NM	88005	Payroll Department	(575) 527-1044	eliza@metromechanicalnm.com
252	MGB Group, Inc. Permanently Closed	4150 Rio Bravo St. Suite 128	El Paso	TX	79902	Payroll Department	(915) 260-6147	
253	Miguel Orozco P.E.	6415 Belton Road	El Paso	TX	79912	Payroll Department	(915) 727-5361	
254	Millennium Electrical Contractors	3669 Mark Jason Dr.	El Paso	TX	79938	Ana L. Medina	(915) 856-1821	ana@millnniumelectrical-inc.com
255	Mimbela Contractors, Inc.	4421 Apollo Ave	El Paso	TX	79904	Payroll Department	(915) 751-2761	lupea@mimbela.com
256	Miner El Paso	8370 Burnham Rd. Suite 400	El Paso	TX	79907	Payroll Department	(915) 599-2311	
257	Mirador Emterprises, Inc.	8201 Lockheed Dr. #110	El Paso	TX	79925	Payroll Department	(915) 546-4111	info@miradorenterprises.com
258	Mireles Jerry Masonry Permanently Closed	210 Linda Vista Dr	Sunland Park	NM	88063	Payroll Department	(575) 649-8783	
259	MJM Enterprises	700 W. Paisano Dr.	El Paso	TX	79901	Payroll Department	(915) 351-2408	
260	Mountain Construction	3305 Tierra Yvette Ln	El Paso	TX	79938	Alberto Castillo	(915) 926-0017	mountainconstructionllc@gmail.com
261	Mountain Electric Corporation	4616 Titanic Ave.	El Paso	TX	79904	Payroll Department	(915) 755- 5118	
262	Musco Sports Lighting, LLC	100 1st Avenue West	Oskaloosa	IA	52577	Payroll Department	(641) 673-0411	
263	Nanos Glass Permanently Closed	8780 Castner Drive	El Paso	TX	79907	Payroll Department	(915) 598-1850	
264	NEB Electrical Builder	822 Loretto	El Paso	TX	79903	Ismael Payan	(915) 850-4694	newco915@outlook.com
265	Noble General Contractors	233 N. Mesa Hills Dr.	El Paso	TX	79912	Ruben Gonzalez	(915) 887-0001	
266	O.D. Construction Co.	13415 Virrey Dr.	Clint	TX	79836	Payroll Department	(915) 851-3063	
267	OMIE Venture Corporation	6455 Hiller St. B-1	El Paso	TX	79925	Payroll Department		
268	Otis Elevator Company	6701 Edith Blvd. NE Ste. C	Albuquerque	NM	87113	Payroll Department	(505) 345-8189	
269	P A Concrete	P.O. Box 3056	Canutillo	TX	79835	Payroll Department	(915)877-3778	
270	P2MG	5450 NW Central Dr., Ste 330	Houston	TX	77092	Payroll Department	(713) 686-7764	mnelson@p2mg.net
271	PACS Construction	3111 Durazo Avenue	El Paso	TX	79905	Payroll Department	(915) 240-9400	
272	Parkhill, Smith & Cooper Inc.	4222 85th Street	Lubbock	TX	79423	Payroll Department	(806) 473-2200	
273	Pavement Markings, Inc.	8949 S. Beck Avenue	Tempe	AZ	85284	Payroll Department	(480) 598-0872	ap@pmiaz.com
274	PC Automated Controls, Inc.	10279 Dyer Street	El Paso	TX	79924	Payroll Department	(915) 751-0313	
275	Penhall Co., Inc	7501 Esters Blvd. #150	Irving	TX	75063	Payroll Department	1-800-736-4255	
276	Perez Rockwall & Concrete LLC	3940 Emory Rd.	El Paso	TX	79922	Ashley Lopez	(915) 262-4926	perezrockwall_1@yahoo.com
277	Performance Glass & Aluminum, Inc.	11111 Rojas Drive	El Paso	TX	79935	Liliana Estrada	(915) 592-5583	lestrada@pgasouthwest.com
278	Plan B Networks	6501 Boeing Dr. Bldg. E-1	El Paso	TX	79925	Juan Mares	(915) 774-0207	jmares@planbnet.com
279	Planet Plumbing	3436 Firestone Dr.	El Paso	TX	79925	Payroll Department	(915) 595- 5403	

**Public Information Act
Contractor and Subcontractor List**

280	Powers General Contractors Inc.	2516 Wyoming	El Paso	TX	79903	Paul Powers	(915) 532-0433	powers@pgcelp.com
281	Prestige Glass	1421 N. Lee Trevino Ste. C9	El Paso	TX	79936	Payroll Department	(915) 598-7552	
282	Pride General Contractors, LLC	700 N. Copia St.	El Paso	TX	79903	Paz Telas	(915) 771-9601	info@pridegc.com
283	Prime Crete Enterprises, Inc.	561 Eastland	El Paso	TX	79907	Payroll Department	(915) 856-0858	primecrete@sbcglobal.net
284	Prime Irrigation & Landscape Inc.	5438 Gateway East	El Paso	TX	79905	Payroll Department	(915) 532-6215	contact.us@primeirrigation.org
285	Progressive Electrical Group, LLC	741 Port-o-call Drive	Bridgeport	TX	76426	Payroll Department	(817) 228-8741	
286	Protech Roofing Systems, LLC	5959 Gateway West Ste. 325	El Paso	TX	79925	Payroll Department	(915) 755-5064	mward@protech-roofing.net
287	PRT Staffing	5710 Trowbridge Ste. A	El Paso	TX	79925	Payroll Department	(915) 500-4228	lizr@prtstaff.com
288	Puentes Concrete Contractors	112 Place Road	El Paso	TX	79927	Payroll Department	(915) 858-1091	alma.puentes@yahoo.com
289	Pyrocom Systems, Inc.	820 Kastirn	El Paso	TX	79907	Payroll Department	(915) 772-0880	
290	Quarry Hills LTD	1919 E. Rio Grande Ave #102	El Paso	TX	79902	Payroll Department	(915) 740-1191	
291	Quest Contracting Inc.	3560 Lee Boulevard	El Paso	TX	79936	Payroll Department	(915) 857-2733	accounting@questcontracting.net
292	R.C. Concrete	207 S Moon Rd	El Paso	TX	79927	Payroll Department	(915) 860-0751	
293	R.M. Wright	285 Rio W. Dr	El Paso	TX	79932	Payroll Department	(915) 584-1691	
294	RAMCO Industrial Permanently Closed	4430 Titanic Ave., Suite D	El Paso	TX	79904	Payroll Department	(915) 755-1882	
295	Rangel Concrete	3007 Daisy Dr.	Donna	TX	78537	Rosa Espinoza	(956) 472-8883	rangelconcrete77@gmail.com
296	River Bend Crane & Rigging	12750 Harnose Dr #B.	El Paso	TX	79928	Payroll Department	(915) 852-1083	riverbendcrane@aol.com
297	El Paso Turnkey LLC <i>Formerly (RNI Concrete Inc.)</i>	1480 George Dieter Dr. Ste A	El Paso	TX	79936	Crystal Rios	(915) 855-3779	mbeltran@epturnkey.com
298	Roberts Ironworks	7157 N. Loop Dr.	El Paso	TX	79915	Lupe Roberts	(915) 778-7626	lupe@robertsfenceironworks.com
299	Robins & Morton	400 Shades Creek Parkway	Birmingham	AL	35209	Payroll Department	(205) 870-1000	
300	Robles 1 Demolition, LLC	6966 Market Ave.	El Paso	TX	79915	Payroll Department	(915) 533-2941	
301	RoofCARE	14810 Central Ave SE	Albuquerque	NM	87123	Arnold DeAguiro	(505) 246-6960	arnold@roofcare.us
302	Roof Toppers of El Paso Inc.	1381 Darlington Rd.	Horizon City	TX	79928	Payroll Department	(915) 775-3539	jorge@rooftoppers.biz
303	Rope Works Inc.	16746 Fitzhugh Rd. #301	Dripping Springs	TX	78620	Payroll Department	(512) 894-0936	josh@ropeworksinc.com
304	Roto Rooter	1111 Sunland Park Dr	El Paso	TX	79922	Mike Merz	(915) 400-6101	rr.elpasotx@sc.com
305	Ruly's Mobile Welding	225 Marquez Road	Socorro	TX	79927	Ruly Holguin	(915) 859- 6393	
306	S. Roberts & Sons	7157 North Loop Road	El Paso	TX	79915	Payroll Department	(915) 778- 7626	
307	SAAB Site Contractors	8460 Gran Vista	El Paso	TX	79907	Payroll Department	(915) 593-7254	
308	Samuel Prochovnik	1416 Rainbow Ridge	El Paso	TX	79912	Payroll Department	(915) 540-1331	prochovnik@sbcglobal.net
309	Satarain Construction Inc	11281 Andy Ct	El Paso	TX	79927	Payroll Department	(915) 502- 6958	
310	Schindler Elevator Corp.	2031 Texas Ave	El Paso	TX	79901	Payroll Department	(915) 544-9260	
311	Scott Heating, Cooling & Plumbing <i>Formerly (Scoot Heating & Cooling)</i>	1895 Appaloosa Dr.	Sunland Park	NM	88063	Payroll Department	(915) 615-2423	services@scottheatingcooling.com
312	Scott's Fencing Co., Inc	P.O. Box 94030	Albuquerque	NM	87199	Scott Hauquitz	(505) 821-1114	
313	SD Technologies LLC as per Rebecca co. is no longer in business	11436 Rojas Dr. Ste. A9	El Paso	TX	79936	Payroll Department	(915) 629- 0463	
314	Setcon LLC	6828 Steffers Ln.	El Paso	TX	79932	Payroll Department	(915) 256-4890	info@setcon.us
315	Sheet Metal Air Plus	4016 Johnson Ave	El Paso	TX	79930	Payroll Department	(915) 566-8131	air_pls@yahoo.com
316	Signature Contracting Services LLC dba SCS Fencing	1510 Jelmark Street	Grand Prairie	TX	75050	Payroll Department	(214) 596-1434	
317	SimplexGrinnell	5500 Midway Park Pl NE	Albuquerque	NM	87109	Payroll Department	(505) 889-3100	
318	SI Concrete Pumping	11985 Pellicano Suite G Box 315	El Paso	TX	79936	Payroll Department	(915) 298-0980	
319	Sky Design Concepts	4656 S. 33rd St.	Phoenix	AZ	85040	Derek Murphy	(602) 276-5001	derek@skydesignconcepts.com
320	Solarm, Inc.	9333 Crowley Rd	Fort Worth	TX	76134	Payroll Department	(817) 297-7990	
321	Solar Smart Living LLC	4725 Ripley Suite C	El Paso	TX	79925			
322	Sound & Signal Systems of Texas <i>Formerly (Sound & Signal)</i>	9200 Mayflower Ave#1328	El Paso	TX	79925	Payroll Department	(915) 772-9893	
323	Southwest Décor El Paso	10855 Pellicano Dr	El Paso	TX	79935	Payroll Department	(915) 594-9240	swdep@sbcglobal.net
324	Southwest G.C.E.P. Inc.	221 Sargent Lane	El Paso	TX	79907		(915) 872-0695	
325	Southwest Glass & Glazing Inc	7301 Bluewater Rd. NW	Albuquerque	NM	87121	Payroll Department	(505) 345- 5565	info@southwestglass.com
326	Southwest Home and HVAC Services	873 Dakota River Ave	El Paso	TX	79932	Payroll Department	(915) 540-1491	
327	Trane Sales Office <i>Formerly (Southwest Trane)</i>	1405 Vanderbilt Dr.	El Paso	TX	79935	Payroll Department	1-844-671-2113	
328	Southwestern Industrial Contractors & Riggers Inc	7155 Industrial Avenue	El Paso	TX	79915	Kim Garcia	(915) 779-3931	kgarcia@southwesternindustrial.com
329	Spartan Construction	5780 N. Mesa St.	El Paso	TX	79912	Payroll Department	(915) 760-6171	dgallegos@spartantxnm.com
330	Specialized Steel Contractors In	105 E. Castellano Dr. #A	El Paso	TX	79912	Payroll Department	(915) 585-7522	
331	Spectrum Floors Inc. Permanently Closed	13421 Montana Ave.	El Paso	TX	79938	Payroll Department	(915) 855-5110	
332	Star City Sealants	105 E. Borderland Suite A	El Paso	TX	79932	Payroll Department	(915) 599- 2478	
333	Star Pavers Construction, Inc.	3136 Tierra Rio Road	El Paso	TX	79938	Payroll Department	(915) 590-9433	
334	Structural Steel Services	13351 Montana Avenue	El Paso	TX	79938	Maggie Chacon	(915) 857-3100	maggie@structuralsteelservices.com
335	Sun City Air Conditioning Company	7001 Commerce Ave	El Paso	TX	79915	Manny Sanchez	(915) 771-7250	velma@suncityairconditioning.com
336	Sun City Analytical Inc.	1409 Montana Ave.	El Paso	TX	79902	Luis Acuna	(915) 533-8840	main@scal.com
337	Sun City Striping	207 Randolph Drive	El Paso	TX	79902	Robert Rodriguez	(915) 545-2932	suncitystriping@outlook.com
338	SUN COUNTRY CAR WASH SYSTEMS	6180 Doniphan Drive, Suite A-5	El Paso	TX	79932	Payroll Department	(915) 581-8642	info@suncountrycarwash.com
339	SUNDT Construction, Inc	10767 Gateway W. Blvd. Ste 520	El Paso	TX	79935	Payroll Department	(915) 629-5400	
340	Sunlight Enterprises	7250 Brogan Dr	El Paso	TX	79915	Payroll Department	(915) 779-3296	sporras@sunlight-elp.com
341	Sunsets West Inc	210 Los Mochis Dr.	Canutillo	TX	79835	Payroll Department	(915) 877-5355	sunsetswestinc@yahoo.com
342	Suntech Mechanical	7505 Alameda Ave.	El Paso	TX	79915	Payroll Department	(915) 859-2808	info@suntechmechanical.com
343	Superior Group, LLC	3036 Miller County Road 22	Fouke	AR	71837	Payroll Department	(870) 653-6218	
344	Superior Sign & Lighting	11445 Cedar Oak Dr.	El Paso	TX	79925	Payroll Department	(915) 629-9100	
345	Tandus US, Inc.	1735 Cleveland Hwy	Dalton	GA	30721	Payroll Department	(706) 259-9711	
346	Tao Industries dba Hawk Construction	12779 Azogue Ave.	El Paso	TX	79938	Payroll Department	(915) 526-9116	admin@hawktx.com
347	Tapia's Concrete Inc.	8329 Leo Street	El Paso	TX	79904	Noe Tapia	(915) 861-6933	tapiasdumpservice@gmail.com
348	T-Dyne Contractors, LLC	1525 Goodyear	El Paso	TX	79936	Payroll Department	(915) 598-1105	
349	Technical Building Services	1712 Wyoming	El Paso	TX	79902	Payroll Department	(915) 351-8771	tbselp03@sbcglobal.net
350	Temporary Alternatives Inc	4900 N. Mesa St.	El Paso	TX	79912	Payroll Department	(915) 532- 9400	

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351	Tena Construction	1730 W. Picacho Ave. #B	Las Cruces	NM	88005	Payroll Department	(575) 524-2591	
352	Traffic Barricade Service Formerly (Texas Barricade Service)	P.O. Box 12994	El Paso	TX	79913	Angie Enriquez	(915) 355-6653	texas_barricade.service@yahoo.com
353	Texas Concrete Formerly (Texas Concrete and Asphalt)	14361 Roaring Springs	El Paso	TX	79928	Hector Hinojos	(915) 851- 2344	tcainc1995@gmail.com
354	Texas Electrical Contractors, LLC	6936 Commerce	El Paso	TX	79915	Payroll Department	(915) 855-8800	
355	Texas Plumbing Contractors, LLC	6936 Commerce Ave.	El Paso	TX	79915	Payroll Department	(915) 855- 8800	info@txelco.com
356	TFW, Inc dba Texas Far West C&E	1045 Kessler	El Paso	TX	79907	Payroll Department	(915) 595-3933	
357	The Ed-Co Corporation	4774 Ripley	El Paso	TX	79922	Payroll Department	(915)585- 1088	admin@ed-co-corp.com
358	The Edge Contractors, Inc.	6455 Hiller St. Ste. A-16	El Paso	TX	79925	Payroll Department	(915) 500-1937	theedgecontractors@yahoo.com
359	The Foret Company	118 N. Piedras	El Paso	TX	79905	Bella Quiz	(915) 532-8081	foret@foretco.com
360	The Garrick Group	7181 Copperqueen Dr.	El Paso	TX	79915	Payroll Department	(915) 779-5727	
361	The Glass House Inc	11111 Rojas Dr.	El Paso	TX	79935	Jesus Lezama	(915) 592-5583	jlezama@glasshousetexas.com
362	The PlayWell Group, Inc	203A State Highway 46 East	Boerne	TX	78006	Payroll Department	1-800-726-1816	info@playwellgroup.com
363	The Roof and Metal Co	4021 Johnson Ave.	El Paso	TX	79930	Payroll Department	(915) 566-2236	roofing@theroofandmetal.com
364	Think Safety	9917 Carnegie Avenue #B	El Paso	TX	79925	Payroll Department	(915) 629-9680	
365	ThyssenKrupp	1477 Lomaland Dr. Suite D1	El Paso	TX	79935	Hannah Senefeld	(915) 595-0171	hannahsenefeld@thyssenkrupp.com
366	ThyssenKrupp/PLB Innovations	P.O. Box 83	Pendleton	IN	46064	Payroll Department	(765) 221-9363	
367	Tierra Firme Construction	5861 Cleveland	El Paso	TX	79905	Abraham Ruiz	(915) 881-0200	tierrafirme@aol.com
368	Tigua Enterprises INC.	12 Leigh Fisher	El Paso	TX	79906	Chris Munoz	(915) 298-0700	cmunoz@tiguainc.org
369	Timber Systems	162 S. Saginaw St.	Lapeer	MI	48446	Payroll Department	(810) 245-6212	
370	Tony Avila Rockwall Inc.	12501 Arrow Weed	El Paso	TX	79928	Payroll Department	(915) 313-4706	info@tarockwall.com
371	Total Air Services LLC	200 E. Sunset Ste F	El Paso	TX	79922	Payroll Department	(915) 585- 0909	totalair1@hotmail.com
372	Total Mechanical Contractors Inc	1900 Victory Ln.	Sunland Park	NM	88063	Payroll Department	(575) 589-1400	totalmech@totalmechanical.net
373	Traffic Control Specialist	3120 Trawood	El Paso	TX	79936	TCS	(915) 921-0300	amanda@tcs-ep.com
374	Trane	1405 Vanderbilt	El Paso	TX	79935	Robert Escudero	(915) 593-3484	rescudero@trane.com
375	Tri-State Electric	530 Valley Chile Road	Vinton	TX	79821	Anna Fuller	(915) 755-8803	annafuller@sbcbglobal.net
376	Trimco	11501 Confederate Road	El Paso	TX	79936	Payroll Department	(915) 855-8501	raquel@trimcomaster.com
377	United iG Mechanical Contractors Inc	7077 Alameda Ave	El Paso	TX	79915	Payroll Department	(915) 772-9004	
378	Urban Associates, Inc.	1400 Geronimo Dr.	El Paso	TX	79925	Carolyn Jablonski	(915) 772-8857	carol@urbanassociatesinc.com
379	V & R Drywall Inc	6064 Luckett Court	El Paso	TX	79932	Stephanie Villa	(915) 774-0955	
380	Valley Fence	6684 Doniphan Drive	Canutillo	TX	79835	Dennis Maus	(915) 877-3115	
381	Valley Pavement Sealing, LLC	1401 Montana Ave. Suite 11-B	El Paso	TX	79902	Payroll Department	(915) 204-4463	valleypavement@sbcbglobal.net
382	Veliz Construction	2910 Gateway East	El Paso	TX	79905	Payroll Department	(915) 219- 4000	dgonzalez@velizconstruction.com
383	VEMAC, Inc.	1919 E. Rio Grande Ave. # 101	El Paso	TX	79902	Margaret Sanchez	(915) 566-1911	msanchez@vemac.us
384	Vertex Contractors LLC	8800 Yermoland	El Paso	TX	79907	Ana Dewitt	(915) 591-6170	larchuleta@vertexcontractors.net
385	Vistacon Ventures, LLC	1161 Kessler	El Paso	TX	79907	Bertha Banuelos	(915) 592-0321	bertha@vista-con.com
386	Volter Electrical Construction Corp	14081 Pebble Hills	El Paso	TX	79938	Payroll Department	(915) 307-5546	
387	Vonanza Construction	7878 Gateway E. Suite 200	El Paso	TX	79915	Cynthia Zaragosa	(915) 591-7345	estimator@vonanza.com
388	Vortex USA, Inc	2605 Sagebrush Dr. Suite 208	Flower Mound	TX	75028	Payroll Department	(972) 410-3619	
389	Wescon Construction Inc.	P.O. Box 90337	Albuquerque	NM	87199	Payroll Department	(505) 345-2511	wescon1@comcast.net
390	Western Dewatering, Inc.	P.O. Box 13034	El Paso	TX	79913	Christina Freeman	(915) 584-2063	
391	Westside Welding Inc	141 El Chanate Dr.	Canutillo	TX	79835	Payroll Department	(915) 877-5345	westsidewelding@sbcbglobal.net
392	Wyler Industrial Works Inc.	PO Box 1071	El Paso	TX	79946-1071	Payroll Department	(915) 542-1771	admin@wylerindustrialworks.com
393	XR Electrical Systems	10948 Miller Barber Dr	El Paso	TX	79936	Payroll Department	(915)594-1199	
394	Year One Electrical Contractor, LLC	12225 Rojas Dr.	El Paso	TX	79936	Cesar Sanchez	(915) 474-7438	yearoneelectric@yahoo.com
395	ZTEX Construction Inc.	1326 Henry Brennan	El Paso	TX	79936	Payroll Department	(915) 591-6900	

Prevailing Wage Rate Study
Committee Members Roster 2020

Exhibit E

#	Name	Affiliation	Tel. #	Email	Role
1	Adam Pacheco	EPAC	915.701.7577	apacheco@elpasoac.org	Committee Member
2	Adam Valdez	UA Local 412 Plumbers/Pipefitters	505.414.0344	adamv@ualocal412.org	Committee Member
3	Adrian Gonzalez	Jordan Foster Construction	432.661.2180	agonzalez@jordanfosterconstruction.com	Committee Member
4	Alex Aguirre	Funk and Company	915.542.1502	alex@funkandcompany.com	Committee Member
5	Alexander Gonzalez	CIM Roofing	915.244.4992	agonzalez@cimroofing.com	Committee Member
6	Brian Tremko	SW Carpenters Local 1319	505.716.9001	btremko@swcarpenters.org	Committee Member
7	Bruce Spitz	Classic Millwork & Products, Inc	915.833.9922	bspitz@cmpelpaso.com	Committee Member
8	Carlos Gonzalez	Ironworkers Local 263	817.371.7574	iwlu263carlos@gmail.com	Committee Member
9	Carlos Ornelas	SSCA/CSA Contractors	915.877.4155	cornelas@ed-co-corp.com	Committee Member
10	David Medina	Ironworkers Local 263		Jiwdmedina@gmail.com	Committee Member
11	Debbie Espinoza	El Paso Community College	915.831.6309	despino8@epcc.edu	Committee Member
12	Drew Hawley	EPAC/Diversified Interiors	915.585.0030	dhawley@dieptx.com	Committee Member
13	Eileen Karlsruher	SSCA/CSA Contractors	915.877.4155	ekarlsruher@csaengineers.com	Committee Member
14	Evanisto Ocampo		708.770.8667	eocampo@opcmia.org	Committee Member
15	Fernie Hernandez	El Paso County	915.546.2015	fehernandez@epcounty.com	Committee Member
16	Gustavo Berrospe	Local 76	505.366.9648	aw76org@insulators.org	Committee Member
17	Irene Ramirez	EPISD	915.230.2304	ldramire@episid.org	Committee Member
18	Isaiah Zemke	SMART LU 49	505.414.9207	izemke@smwlu49.org	Committee Member
19	Javier Casas	IBEW-LU 583	915.207.8129	Javier_casas@ibew.org	Committee Member
20	JC Cruz	Liuna Local 16	505.595.4570	jccruz@liuna16.org	Committee Member
21	Jeff Shadrock	Fire Sprinkler 669UA	210.485.8234	jshadrock@icloud.com	Committee Member
22	Jerry Arms	JATC 49	505.242.4262	jarms@smartlu49jatc.com	Committee Member
23	Jessica Torres	City of El Paso/CID Compliance	915.212.1816	torresjx@elpasotexas.gov	Committee Member

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24	Joe M. Gomez	Jordan Foster Construction	915.203.0087	jgomez@jordanfosterconstruction.com	Committee Member
25	John Garcia	Integrated Fire System	915.590.3473	johnngarcia@ifc-ep.com	Committee Member
26	John Panahi	EPAC		john@banes-gc.com	Committee Member

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27	Jorge Ojeda	HAWK Construction	915.526.9116	jojeda@hawkconcrete.com	Committee Member
28	Jorge Varela	IBEW 583	915.243.3185	jvarela@ibew583.com	Committee Member
29	Jose A. Risco	Jordan Foster Construction	915.588.0652	jrisco@jordanfosterconstruction.com	Committee Member
30	Joseph Gristy	Liuna 16/El Paso Building & Trades	505.280.1334	joey.atencio@liuna16.org lascruces@liuna16.org	Committee Member
31	Joshua Luera	WSFP	915.472.1794	joshua.luera@wsfp.us	Committee Member
32	Leticia Marcum	IBEW LU 583	915.243.3755	letty@ibew583.com	Committee Member
33	Liza Tobias	EPISD	915.230.2304	emramire@episd.org	Committee Member
34	Luis A. Palacios	Five Star Fire	915.855.1505	Lpalacios@fsafp.com	Committee Member
35	Manny Quesada	Southwest Pipe Trade	915.996.0706	mquesada@uanet.org	Committee Member
36	Marc Martin	EPAC		marc@txelco.com	Committee Member
37	Matthew Gonzales	Local 76	505.266.0212	awl76@insulators.org	Committee Member
38	Margaret Sancha	SW	915.566.1911	msanchez@vemac.us	Committee Member
39	Mary Guerrero	Jordan Foster Construction	915.300.4331	mguerrero@jordanfosterconstruction.com	Committee Member
40	Mauricio Robles	LU783PLCM	915.642.1516	LU783PLCM@gmail.com	Committee Member
41	Mayela Granados	City of Socorro	915.858.2915	cmexec.asst@ci.socorro.tx.us	Committee Member
42	Michael Medina	City of Socorro	915.872.8531	cityplanner@ci.socorro.tx.us	Committee Member
43	Michelle Luevano	El Paso Hispanic Chamber of Commerce	915.566.4066	mluevano@ephcc.org	Committee Member
44	Munzer Alsarraj	County of El Paso	915.543.3845	malsarraj@epcounty.com	Committee Member
45	Nicole Thompson	City of El Paso/CID Compliance	915.212.1206	thompsonn@elpasotexas.gov	Committee Member
46	Oscar Duran	IUEC Local 131	505.359.1122	iueclocal131@comcast.net	Committee Member
47	Oscar Venegas	SSCA/CSA Contractors	915.566.1911	oscar@vemac.us	Committee Member
48	Pedro Onsurez	University Medical Center	915.238.9172	ponsrez@umcelpaso.org	Committee Member
49	Ralph E. Armendariz	Albuquerque Insulation Co., Inc	915.494.4252	armendarizralph@yahoo.com	Committee Member
50	Randy Huffman	Essential Fire Protection Inc	915.592.5066	rhuffman@essentialfire-ep.com	Committee Member

Prevailing Wage Rate Study
Committee Members Roster 2020

51	Ray Adauto	El Paso Association of Builders	915.778.5387	Ray@elpasobuilders.com	Committee Member
52	Rick Lobato	El Paso Community College	915.831.6309	rlobato@epcc.edu	Committee Member
53	Roberto Valadez	University Medical Center	915.549.2506	Rvaladez@umcelpaso.org	Committee Member
54	Ruben Grajeda	Jordan Foster Construction	915.471.4126	rgrajeda@jordanfosterconstruction.com	Committee Member
55	Rosendo Najjar	SWRCE	505.249.3439	rnajar@swcarpenters.org	Committee Member
56	Sammy T. Maes	UA Local 412 Plumbers/Pipefitters	505.265.1513	samtm@ualocal412.org	Committee Member
57	Susan F. Austin	YISD	915.434.0230	saustin@yisd.net	Committee Member
58	Tania Villa	El Paso Hispanic Chamber of Commerce		Tvilla@ephcc.org	Committee Member
59	Ted Saiz	IBEW LU583	915.243.3217	ted@ibew583.com	Committee Member
60	Thad Steele	T&T Staff Management	915.727.4401	thad@ttstaff.com	Committee Member
61	Thomas Buck	EPAC		tbuck@apcoinc.net	Committee Member
62	Tyler McGlohon	EPAC		tylermcg@arrowbldg.com	Committee Member
63	Vince Alavarado	SMART LU 49	505.239.9221	valvarado@smwlu49.org	Committee Member
64	Yolanda Dion	City of El Paso/CID Compliance	915.212.1858	dionyx@elpasotexas.gov	Committee Member

2016 Building Wages		2020 Building Wages		Variance	
CLASSIFICATION	2016 PWR	CLASSIFICATION	2020 PWR	PWR Inc <Dcr>	% Inc <Dcr>
		Asbestos/Lead Abatement/Mold Remediation (ADDED)	43.57	43.57	100%
Automatic Fire Sprinkler Fitter, Certified	26.85	Automatic Fire Sprinkler Fitter, Certified	52.32	25.47	95%
Block, Brick, and Stone Mason	17.97	Block, Brick, and Stone Mason	17.97	-	0%
Carpenter – All Other Work	14.98	Carpenter – All Other Work	17.40	2.42	16%
Carpenter – Rough	16.55	Carpenter – Rough	17.64	1.09	7%
Carpenters – Acoustical Ceiling Installation	15.17	Carpenters – Acoustical Ceiling Installation	17.36	2.19	14%
Cement and Concrete Finishers	14.90	Cement and Concrete Finishers	16.30	1.40	9%
Commercial Truck Driver	14.75	Commercial Truck Driver	14.75	-	0%
Communication/Security Technician	18.62	Communication/Security Technician	18.62	-	0%
Crane and Heavy Equipment Operator	27.62	Crane and Heavy Equipment Operator	31.05	3.43	12%
Caulker / Sealers	11.29	Caulker / Sealers	11.29	-	0%
Door & Hardware Specialist	13.35	Door & Hardware Specialist	13.35	-	0%
Drywall and Ceiling Tile Installers	12.64	Drywall and Ceiling Tile Installers	14.40	1.76	14%
Drywall Finishers & Tapers	14.00	Drywall Finishers & Tapers	15.55	1.55	11%
Electrician	26.76	Electrician	30.02	3.26	12%
Elevator Installers and Repairs	46.45	Elevator Installers and Repairs	46.45	-	0%
Fence Erectors – Include with Skilled Labor	10.00	Fence Erectors – Include with Skilled Labor	10.00	-	0%
Floor Layers – Carpet and Resilient	12.87	Floor Layers – Carpet and Resilient	12.87	-	0%
Floor layers- Specialty	13.00	Floor layers- Specialty	13.00	-	0%
Floor Layers - Wood	11.50	Floor Layers - Wood	11.50	-	0%
Glaziers	16.86	Glaziers	16.86	-	0%
Hazardous Materials Removal Workers	10.00	Hazardous Materials Removal Workers	10.00	-	0%
Heating, Air Conditioning and Refrigeration Service Technician	43.57	Heating, Air Conditioning and Refrigeration Service Technician	43.57	-	0%
Insulation Workers – Mechanical	43.22	Insulation Workers – Mechanical	43.22	-	0%
Irrigator – Landscape, Certified	15.28	Irrigator – Landscape, Certified	15.28	-	0%

2016 Building Wages		2020 Building Wages		Variance	
CLASSIFICATION	2016 PWR	CLASSIFICATION	2020 PWR	PWR Inc <Dcr>	% Inc <Dcr>
Laborer	11.89	Laborer	13.71	1.82	15%
Locksmith	13.35	Locksmith	13.35	-	0%
Mechanic	17.00	Mechanic	17.00	-	0%
Painters - Building	11.77	Painters - Building	13.86	2.09	18%
Paper Hanger	14.00	Paper Hanger	14.00	-	0%
Pipe Fitters and Steamfitters	32.55	Pipe Fitters and Steamfitters	32.55	-	0%
Pipelayers	15.00	Pipelayers	18.00	3.00	20%
Plaster, Stucco, Lather and EIFS Applicator	14.22	Plaster, Stucco, Lather and EIFS Applicator	16.82	2.60	18%
Plumber/ Medical Gas Installer	32.95	Plumber/ Medical Gas Installer	42.16	9.21	28%
Reinforcing Iron and Rebar Workers	21.22	Reinforcing Iron and Rebar Workers	22.69	1.47	7%
Roofers	16.00	Roofers	16.00	-	0%
		Scaffolding Erector (ADDED)	13.69	13.69	100%
Sheet Metal Workers	27.16	Sheet Metal Workers	27.16	-	0%
Structural Iron and Steel Workers / Metal Building Erector	38.81	Structural Iron and Steel Workers / Metal Building Erector	38.81	-	0%
Tile Setters	13.86	Tile Setters	13.86	-	0%



Adoption of 2020 Building Prevailing Wage Rates

December 7, 2021

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

6.6 Ensure continued financial stability and accountability through sound financial management, budgeting and reporting • Create and implement a plan to address long-term liabilities



- Under Texas Government Code Chapter 2258 the City is required to determine the general prevailing rate of per diem wages for each craft or type of worker within the geographic limits of the City for construction of public works every four years.
- The City of El Paso's current 2016 Prevailing Building and Heavy/Highway Wage Rates used on all current construction contracts were approved February 28, 2017.

-
- The City has the option of using federal wage rates or conduct its own local survey of wages; however, in 2012, the County of El Paso proposed a cooperative effort to complete a survey to update the wages for the use of governmental agencies within the County of El Paso
 - On May 8, 2012 the City of El Paso passed a resolution authorizing an Interlocal Agreement with the County allowing the City to participate in conducting a survey of the general prevailing rate per diem wages.

County Survey

- El Paso County led a cooperative effort to complete the 2020 Building wage rates survey. Survey participants included the County and City of El Paso, Socorro, Ysleta, and El Paso Independent School Districts, El Paso Community College, UMC Hospital, and representatives from the Association of General Contractors and Building Trades Association and independent contractors.
- The County hosted all meetings, did all mailings and reproduction at their expense, and provided database support for the data analysis tasks. They also coordinated some public service media spots to encourage participation.

County Survey

- The survey process consisted of designing two survey forms, one for building trades and another for heavy/highway trades. The contractors were asked to submit the project peak week payrolls for their various trades during the calendar year January 1, 2018 thru December 31, 2019.
- The committee validated the completeness and authenticity of each survey and the data was entered into a database. The database was used to calculate the mean (average), median and mode of each classification's submitted wage rates.
 1. Approved rates that only had a % increase
 2. For those classifications that had a % decrease, the 2016 rate were approved
 3. Approved rates for classifications that did not receive a response by selecting whichever rate was higher (2016 rates or Davis Bacon)

- CID is submitting to City Council for consideration in approving the new 2020 Building Prevailing Wage Rates to be used on all future awarded construction contracts.
- The County approved and implemented the 2020 Building Prevailing Wage rates on March 22, 2021.

2020 Building Prevailing Wage Rates – Summary of Changes

- Additions:

1. Asbestos/Lead Abatement/Mold Remediation
2. Scaffolding Erector

2020 Minimum Wage Rate \$10.00
2020 Highest Wage Rate \$52.32
2020 Average Wage Rate \$21.70

2020 # of classifications - 40

2016 # of classifications – 38

2016 Minimum Wage Rate \$10.00
2016 Highest Wage Rate \$46.45
2016 Average Wage Rate \$19.68

- 26 of the positions have a higher wage rate than the County Average Wage Rate of \$14.71.
- Average Wage Rate for all 40 positions is \$21.70, 47% higher than the County Average Wage Rate of \$14.71.

WAGE RATE COMPARISON - BUILDING PREVAILING WAGE RATES

2016 Building Wages			2020 Building Wages		Variance	
	CLASSIFICATION	2016 PWR	CLASSIFICATION	2020 PWR	PWR Inc	% Inc <Dcr>
1			Asbestos/Lead Abatement/Mold Remediation (ADDED)	43.57	43.57	100%
2	Automatic Fire Sprinkler Fitter, Certified	26.85	Automatic Fire Sprinkler Fitter, Certified	52.32	25.47	95%
3	Block, Brick, and Stone Mason	17.97	Block, Brick, and Stone Mason	17.97	0.00	0%
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8	Commercial Truck Driver	14.75	Commercial Truck Driver	14.75	0.00	0%
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13	Drywall and Ceiling Tile Installers	12.64	Drywall and Ceiling Tile Installers	14.40	1.76	14%
14	Drywall Finishers & Tapers	14.00	Drywall Finishers & Tapers	15.55	1.55	11%
15	Electrician	26.76	Electrician	30.02	3.26	12%
16	Elevator Installers and Repairs	46.45	Elevator Installers and Repairs	46.45	0.00	0%
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18	Floor Layers – Carpet and Resilient	12.87	Floor Layers – Carpet and Resilient	12.87	0.00	0%
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20	Floor Layers - Wood	11.50	Floor Layers - Wood	11.50	0.00	0%
21	Glaziers	16.86	Glaziers	16.86	0.00	0%
22	Hazardous Materials Removal Workers	10.00	Hazardous Materials Removal Workers	10.00	0.00	0%
23	Heating, Air Conditioning and Refrigeration Service Technician	43.57	Heating, Air Conditioning and Refrigeration Service Technician	43.57	0.00	0%
24	Insulation Workers – Mechanical	43.22	Insulation Workers – Mechanical	43.22	0.00	0%
25	Irrigator – Landscape, Certified	15.28	Irrigator – Landscape, Certified	15.28	0.00	0%
26	Laborer	11.89	Laborer	13.71	1.82	15%
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28	Mechanic	17.00	Mechanic	17.00	0.00	0%
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30	Paper Hanger	14.00	Paper Hanger	14.00	0.00	0%
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35	Reinforcing Iron and Rebar Workers	21.22	Reinforcing Iron and Rebar Workers	22.69	1.47	7%
36	Roofers	16.00	Roofers	16.00	0.00	0%
37			Scaffolding Erector (ADDED)	13.69	13.69	100%
38	Sheet Metal Workers	27.16	Sheet Metal Workers	27.16	0.00	608 ^b
39	Structural Iron and Steel Workers / Metal Building Erector	38.81	Structural Iron and Steel Workers / Metal Building Erector	38.81	0.00	0%

Impacts for spending **\$112.3 M**

(Sep 2020 – August 2021)

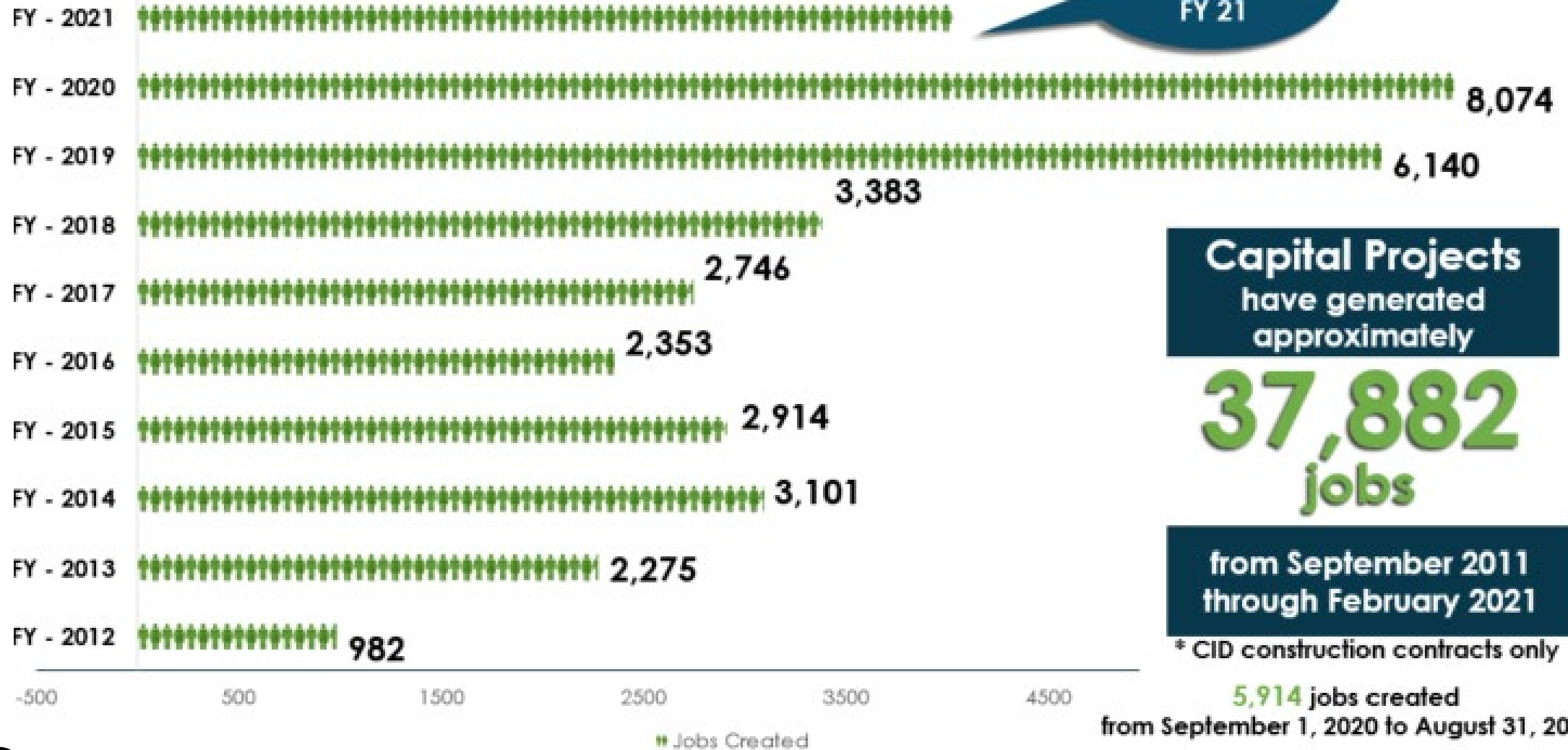
Approximately **\$56,150,000** spent on labor costs

\$ 1 million
of construction
projects involves
roughly **\$500,000**
in **labor costs**

$$\begin{array}{r} \$500,000 \\ \times \quad 112.3 \\ \hline \$56,150,000 \end{array}$$



JOBS SUPPORTED VIA CIP



Questions & Comments

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,
Responsabilidad, **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 #: 21-1371, 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

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

AGENDA LANGUAGE:

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

Discussion and action on a Resolution to approve a 14th amendment to the City's 2019-2020 (45th Year) Annual Action Plan for the Community Development Block Grant-Coronavirus (CDBG-CV) to:

- a. Delete the Financial Counseling and Bankability project (\$137,500 CDBG-CV);
- b. Delete the United Way Family Resilience Center project (\$30,000 CDBG-CV); and
- c. Add \$167,500 in CDBG-CV to create a Homeless Youth Outreach and Case Management Project, operated by El Paso Center for Children.

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

AGENDA DATE: December 7, 2021

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Nicole Ferrini, Chief Resilience Officer, 915-212-1659

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 8 – Nurture and promote a healthy, sustainable community

SUBGOAL: 8.1 – Deliver prevention, intervention and mobilization services to promote a healthy, productive and safe community

SUBJECT:

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

Discussion and action on a resolution to approve a 14th amendment to the City's 2019-2020 (45th Year) Annual Action Plan for the Community Development Block Grant-Coronavirus (CDBG-CV) to:

- a. Delete the Financial Counseling and Bankability project (\$137,500 CDBG-CV);
- b. Delete the United Way Family Resilience Center project (\$30,000 CDBG-CV); and
- c. Add \$167,500 in CDBG-CV to create a Homeless Youth Outreach and Case Management Project, operated by El Paso Center for Children.

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?

DCHD recommends:

- a. Delete the \$137,500 in CDBG-CV funding for Financial Counseling and Bankability as other resources are being directed to that program;
- b. Delete the \$30,000 in CDBG-CV funding for the Family Resilience Center as that need is being met through other resources; and
- c. Add the combined \$167,500 from the above deletions to create a new CDBG-CV project operated by the El Paso Center for Children to provide outreach and case management to youth who are unsheltered or temporarily residing in emergency shelters and other non-permanent housing situations.

A notice was published on the City of El Paso website on Wednesday, December 1, 2021 to begin a 5-day public comment period to allow for feedback regarding these proposed amendments to the 2019-2020 (45th Year) Annual Action Plan. Comments received will be shared with Mayor and Council.

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?

The City received \$3,757,367 in the 1st allocation of CARES Act CDBG-Coronavirus funds (CDBG-CV).

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Department of Community + Human Development (DCHD)

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:



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

RESOLUTION

WHEREAS, on July 9, 2019, the City Council for the City of El Paso adopted the Final Action Plan for 2019-2020 and on that date Authorized the City Manager to sign and submit to the United States Department of Housing and Urban Development (HUD) the 2019-2020 Annual Action Plan to include all certifications contained therein; and

WHEREAS, on March 17, 2020, the City amended the Annual Action Plan to add the Hueco Mountain Park Improvement Project (“First Amendment”); and

WHEREAS, on May 27, 2020, the City amended the Annual Action Plan to add projects under CARES Act Emergency Solutions Grant (“Second Amendment”); and

WHEREAS, on June 22, 2020, the City amended the Annual Action Plan to add the 45th Year Community Development Block Grant (CDBG-CV) and Housing Opportunities for Persons with HIV/AIDS (HOPWA-CV) funding (“Third Amendment”); and

WHEREAS, on August 18, 2020, the City amended the Annual Action Plan to add \$1,263,267 to the existing contract with the Opportunity Center for the Homeless for continued operation of the temporary Delta Haven and Welcome Center;

WHEREAS, on August 18, 2020, the City amended the Annual Action Plan to add \$65,000 to the existing contract with the YWCA Paso del Norte Region for childcare services, and add \$125,000 to the Transportation for Homeless Individuals and Families project (“Fourth Amendment”); and

WHEREAS, on September 15, 2020, the City amended the Annual Action Plan to delete the CDBG-CV Economic Recovery Technical Assistance project (\$100,000); delete the YWCA CDBG-EN Children and Youth Services project (\$65,000); reduce the YWCA CDBG-CV Children and Youth Services project from \$250,000 to \$235,000;

WHEREAS, on September 15, 2020, the City amended the Annual Action Plan to add \$85,000 in CDBG-CV for a Veterans Permanent Supportive Housing Case Management project; and add \$30,000 in CDBG-CV and \$65,000 in CDBG-EN for a United Way Family Resilience Center project ("Fifth Amendment"); and

WHEREAS, on October 13, 2020, the City amended the Annual Action Plan to reduce the CDBG Delta Haven and Welcome Center project by \$1,000,000; and add \$1,000,000 in CDBG for rapid rehousing of individuals and families experiencing homelessness ("Sixth Amendment"); and

WHEREAS, on October 27, 2020, the City amended the Annual Action Plan to reduce the CDBG-CV Financial Counseling and Bankability project by \$112,500; and add \$112, 500 in CDBG-CV to create a Digital Expansion project for the purchase of mobile hotspots ("Seventh Amendment"); and

WHEREAS, on December 1, 2020, the City amended the Annual Action Plan to reduce the Project BRAVO-COVID-19 Emergency Housing Payment Assistance Program by \$1,000,000 in CDBG-CV; add \$1,000,000 in CDBG-CV to the El Paso Rent Help Rental Assistance Program operated by Under One Roof; and

WHEREAS, on December 15, 2020, the City amended the Annual Action Plan to add \$1,100,000 in CDBG-CV to create the Inspira Hotel Emergency Shelter Project operated by Endeavors; and add \$3,021,341 in CDBG-CV to create a "hold project" for the remaining balance of CDBG-CV funds ("Eighth Amendment"); and

WHEREAS, on January 5, 2021, the City amended the Annual Action Plan to reduce the "hold project" for the remaining balance of CDBG-CV funds by \$341,160 in CDBG-CV; add \$341,160 in CDBG-CV funds to supplement the Inspira Hotel Emergency Shelter Project, operated by Endeavors; add \$1,700,000 in ESG-CV funds to create a Rapid Rehousing Project; add \$500,000 in ESG-CV funds to create an Emergency Shelter Project; add \$430,000 in ESG-CV funds to create a Homeless Prevention Project; add \$234,248 in ESG-CV funds to create a

Homeless Management Information System (HMIS) Project; add \$100,000 in ESG-CV funds to create a Street Outreach Project; and add \$1,000,000 in ESG-CV funds to create a Homeless Welcome Center Project (“Ninth Amendment”); and

WHEREAS, on April 27, 2021, the City amended the Annual Action Plan to add \$100,000 in CDBG-CVIII funds to create a COVID-19 Emergency Shelter Capacity Expansion Project; add \$350,000 in CDBG-CVIII funds to supplement the Transportation for Homeless Individuals and Families Project; and add \$250,000 in CDBG-CVIII funds to create a Case Management for Persons Experiencing Homelessness Project (“Tenth Amendment”); and

WHEREAS, on May 25, 2021, the City amended the Annual Action Action Plan to delete the COVID-19 Emergency Shelter Capacity Expansion Project for the Opportunity Center for the Homeless (\$100,000 CDBG-CVIII); and add \$550,000 in CDBG-CVIII funds to supplement the Inspira Hotel Emergency Shelter Project, operated by Endeavors.

WHEREAS, on September 28, 2021, the City amended the Annual Action Plan to reduce the Homeless Welcome Center Project for the Opportunity Center for the Homeless by no more than \$250,000 in ESG-CVII funds; and add no more than \$250,000 in ESG-CVII funds to supplement the Opportunity Center Shelter and HMIS Support Project, operated by the Opportunity Center for the Homeless.

WHEREAS, on November 23, 2021, the City amended the Annual Action Plan to add \$1,530,181 in CDBG-CVIII funds to supplement the Inspira Hotel Emergency Shelter Project, operated by Endeavors; and

WHEREAS, December 1, 2021, the City of El Paso posted on its website public notice and allowed a 5-day public comment period regarding the proposed amendment to the 2019-2020 Annual Action Plan and 45th Year CDBG-CV Program Budget and City Council has duly considered public comment if any.

WHEREAS, the City Council, based on the recommendation of the Director of the Community and Human Development Department, now desires to amend the 2019-2020 Annual Action Plan to add new projects; and

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

1. That the 2019-2020 Annual Action Plan is hereby amended as follows: 45th Year Community Development Block Grant Coronavirus (CDBG-CV) Program Budget is hereby amended as follows:
 - a. Delete the Financial Counseling and Bankability project (\$137,500 CDBG-CV);
 - b. Delete the United Way Family Resilience Center project (\$30,000 CDBG-CV); and
 - c. Add \$167,500 in CDBG-CV to create a Homeless Youth Outreach and Case Management Project, operated by El Paso Center for Children.
2. That the Department of Community and Human Development, through the Director, be authorized to make the above changes to the 2019-2020 Annual Action Plan in the United States Department of Housing and Urban Development's program system.
3. That the City Manager, or designee, be authorized to take any actions necessary to accomplish the intent of this resolution upon approval by the City Attorney's Office and Director of Community and Human Development Department.
4. Except as amended in the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment, Twelfth Amendment, Thirteenth Amendment, and Fourteenth Amendment to the 2019-2020 Annual Action Plan and 45th Year CDBG-CV Program Budget remains in full force and effect.

(Signatures Begin on Following Page)

APPROVED this _____ day of _____ 2021.

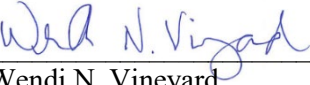
CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicole Ferrini, Director
Community and Human Development