

Oscar Leeser
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

July 19, 2022

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

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

Teleconference phone number: 1-915-213-4096

Toll free number: 1-833-664-9267

Conference ID: 484-677-107#

AND

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

July 18, 2022

9:00 AM

Teleconference phone number: 1-915-213-4096

Toll free number: 1-833-664-9267

Conference ID: 855-485-058#

Notice is hereby given that an Agenda Review Meeting will be conducted on July 18, 2022 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on July 19, 2022 at 9:00 A.M. Members of the public may view the meeting via the following means:

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

Via television on City15,

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

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

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

At the prompt please enter the corresponding Conference ID:

Agenda Review, July 18, 2022 Conference ID: 855-485-058#
Regular Council Meeting, July 19, 2022 Conference ID: 484-677-107#

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>

For Call to the Public: <https://elpasotx.seamlessdocs.com/f/SpeakerSignUpFormPublic>

To speak on Agenda Items: <https://elpasotx.seamlessdocs.com/f/SpeakerSignUpFormItem>

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

Representative Cassandra Hernandez

A quorum of City Council must participate in the meeting.

ROLL CALL

INVOCATION BY EL PASO POLICE CHAPLAIN DAVID MAYFIELD

PLEDGE OF ALLEGIANCE

At the invitation of Representative Cissy Lizarraga:

Audrey Zamir
Chloe Zamir
Josephine Ong

MAYOR'S PROCLAMATIONS

Alberto Ronquillo's 100th Birthday

Gardner Hotel 100th Anniversary Recognition Day

Americans with Disabilities Act Awareness Day

NOTICE TO THE PUBLIC

All matters listed under the CONSENT AGENDA, including those on the Addition to the Agenda, will be considered by City Council to be routine and will be enacted by one motion unless separate

discussion is requested by Council Members. Prior to the vote, members of the audience may ask questions regarding items on the consent agenda. When the vote has been taken, if an item has not been called out for separate discussion, the item has been approved. Council may, however, reconsider any item at any time during the meeting.

CONSENT AGENDA - APPROVAL OF MINUTES:

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

1. Approval of the Minutes of the Regular City Council Meeting of July 6, 2022, the Agenda Review of July 5, 2022, the Work Session of July 5, 2022, and the Work Session of July 20, 2020. [22-896](#)

All Districts

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

CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

2. Excuse Representative Joe Molinar from the July 19, 2022 Regular City Council Meeting. [22-895](#)

CONSENT AGENDA - RESOLUTIONS:

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

3. The linkage to the Strategic Plan is subsection: 2.3 - Increase public safety operational efficiency. [22-926](#)

Award Summary:

That the City Manager be authorized to sign a Professional Service Agreement for Psychological Examination and Services No. 2022-0215R for the Police Department by and between the City of El Paso and Integrity Employee Assistance, Inc., dba WellConnect, a Texas Corporation for a term of 36 months from the effective date of the Agreement and an option to extend for an additional 24 months, which may be exercised by the City Manager administratively, to be compensated on a per examination basis, for an estimated contract amount of \$133,800.00 for the initial term and an estimated \$89,200.00 if the option to extend is exercised.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$13,000.00, which represents a 6.19% increase due to higher hourly rates.

This is a Request for Qualifications, service contract.

The Purchasing & Strategic Sourcing and Police Departments recommend

award as indicated to Integrity Employee Assistance, Inc., dba WellConnect, the highest ranked proposer for this procurement. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218
Police, Chief Gregory Allen, (915) 212-4302

Goal 3: Promote the Visual Image of El Paso

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

[22-912](#)

Districts 1, 2, 3, 4, 7, 8

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

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

5. The linkage to the strategic plan is subsection 4.2 - Create innovative recreational, educational and cultural programs.

[22-921](#)

Award Summary:

That the City Manager be authorized to sign Consent to Assignment of Contract from Recorded Books Inc., (Assignor) to OverDrive, Inc. ("Assignee") with respect to the City of El Paso's Contract No. 2017-926R for Digital Provider and Access Platform (Re-bid).

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218
Libraries, Norma Martinez, (915) 212-3200

Goal 8: Nurture and Promote a Healthy, Sustainable Community

6. A Resolution authorizing the City Manager to sign an agreement between the City of El Paso and the El Paso Veterinary Medical Association (EPVMA) for the City of El Paso to transfer \$95,000 to the EPVMA to promote overall community health by increasing spaying and neutering pets to promote a healthy and sustainable animal community in the City.

[22-924](#)

All Districts

Animal Services Department, Terry Kebschull, (915) 212-7297

CONSENT AGENDA - BOARD RE-APPOINTMENTS:

Goal 8: Nurture and Promote a Healthy, Sustainable Community

7. Barbara Candelaria to the Animal Shelter Advisory Committee by

[22-940](#)

Representative Claudia L. Rodriguez, District 6.

Members of the City Council, Representative Claudia L. Rodriguez, (915) 212-0006

8. Elvira Stephanie Frias to the Animal Shelter Advisory Committee by Representative Cissy Lizarraga, District 8.

[22-946](#)

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

CONSENT AGENDA - BOARD APPOINTMENTS:

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

9. Ryann Fierro to the Bicycle Advisory Committee by Representative Cassandra Hernandez, District 3.

[22-939](#)

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

Goal 8: Nurture and Promote a Healthy, Sustainable Community

10. Luis A. Rodriguez to the City Accessibility Advisory Committee by Representative Joe Molinar, District 4.

[22-936](#)

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

11. Paula Patricia Flores Warnock to the Women's Rights Commission by Representative Joe Molinar, District 4.

[22-944](#)

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

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

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

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

[22-910](#)

All Districts

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

CONSENT AGENDA - NOTICE FOR NOTATION:

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

13. Accept the donation of \$250 from WestStar Bank for community engagement

[22-941](#)

events in District 3.

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

CONSENT AGENDA - BIDS:

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

14. That the City Council approves a deductive change order in the amount of -\$226,693.09 to Jordan Foster Construction LLC for the "New Community Centers: Alameda and Chamizal Recreation Center 2017-965R" contract. [22-908](#)

District 8

Capital Improvement Department, Yvette Hernandez, (915) 212-1845

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

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

15. Discussion and action on a Resolution that the City Council declares that the expenditure of District 1 discretionary funds in an amount not to exceed \$5,000 to purchase decorations for the 2022 El Paso Winterfest, serves a municipal purpose of enhancing the quality of life through recreational, cultural and educational environments for El Paso residents; and that the City Manager be authorized to effectuate any budget transfer necessary to ensure that the funds are properly expended for such purpose and to execute any related agreements and amendments to such agreements. [22-943](#)

District 1

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

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

16. Discussion and action to direct the City Manager to identify additional budget adjustments to further reduce the proposed property tax rate for the next fiscal year and present the recommendations no later than the August 1, 2022 Special City Council Meeting. [22-945](#)

All Districts

Members of the City Council, Representative Isabel Salcido, (915) 212-0005
Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003
Members of the City Council, Representative Claudia L. Rodriguez, (915) 212-0006
Members of the City Council, Representative Henry Rivera, (915) 212-0007

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

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

17. Provide an annual report to the City Council on the Stormwater Utility.

22-905

All Districts

El Paso Water, Gilbert Trejo, (915) 594-4497

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: 484-677-107#

A sign-up form is available on line for those who wish to sign up in advance of the meeting at: <https://elpasotx.seamlessdocs.com/f/SpeakerSignUpFormPublic>

REGULAR AGENDA - FIRST READING OF ORDINANCES:

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

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

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

Goal 3: Promote the Visual Image of El Paso

18. An Ordinance granting Special Permit No. PZST22-00007, to allow for Infill Development with a reduction in lot area, lot depth, rear yard setback, and cumulative front and rear yard setback, and imposing a condition on the property described as a portion of Lot 25 and a portion of Lot 26, Block J, Thomas Manor Unit Six, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.280 Infill Development of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

22-897

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: 7764 & 7768 Hockney Street
Applicant: Armando Andres Saldivar, PZST22-00007

District 3

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

PUBLIC HEARING WILL BE HELD ON AUGUST 16, 2022

19. An Ordinance changing the zoning of a portion of Tracts 3 & 4, Block 6, Christy Tract, in Block 31, Ysleta Grant, 541 Schwabe Street, City of El Paso, El Paso County, Texas from R-3 (Residential) and R-F (Ranch and Farm) to R-5 (Residential). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[22-909](#)

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: 541 Schwabe Street
Applicant: John Sayen and Rosa Isela Sayen, PZRZ22-00010

District 7

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Nina Rodriguez, (915) 212-1561

PUBLIC HEARING WILL BE HELD ON AUGUST 16, 2022

20. An Ordinance granting a Special Privilege License to 1031 Firestone, LLC to permit the construction, installation, maintenance use and repair of an aerial encroachment of an outdoor stairway for additional access to the property located at 1025 Texas Avenue, El Paso, Texas; setting the License term for a term of fifteen years (15) with one (1) renewable fifteen (15) year term.

[22-920](#)

Subject Property: 1025 Texas
Applicant: 1031 Firestone, LLC., NESV2022-00002

District 8

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

PUBLIC HEARING WILL BE HELD ON AUGUST 2, 2022

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

21. An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedule XIV-Speed Limits), to amend paragraph N (Speed limits on the following of Pershing Drive and Dyer Street) subparagraph 2; and to amend by deleting paragraph N-(Speed limits on the following of Pershing Drive and Dyer Street) subparagraph 3, to amend by deleting paragraph N (Speed limits on the following of Pershing Drive and Dyer

[22-861](#)

Street) subparagraph 4; and to amend by deleting paragraph N (Speed limits on the following of Pershing Drive and Dyer street) subparagraph 5; the penalty being provided in Chapter 12.84 of the El Paso City Code.

Districts 2 and 4

Streets and Maintenance, Randy Garcia, (915) 212-7005

PUBLIC HEARING WILL BE HELD ON AUGUST 2, 2022

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

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

[22-923](#)

Award Summary:

Discussion and action on the award of Solicitation 2022-0672 Runway 8R-26L Rehabilitation to Jordan Foster Construction, LLC for an estimated award of \$13,092,848.45. The project consists of rehabilitating the pavement for Runway 8R-26L, associated taxiway connectors (TWY S, T, U, and V), and reconstructing a portion of Taxiway U.

Department: El Paso International Airport
Award to: Jordan Foster Construction, LLC
El Paso, TX
Item(s): Base Bid I and Base Bid II
Initial Term: 302 Consecutive Calendar Days
Base Bid: \$8,847,160.95
Base Bid II: \$4,245,687.50
Total Estimated Award: \$13,092,848.45
Funding Source: Federal Aviation Administration and Airport Enterprise
Account: 562-3010-62330-580270- G62A204002
562-3080-62335-580270- G62A204002
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.

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218
Capital Improvement, Yvette Hernandez, (915) 212-1860

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

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

22-915

Award Summary:

Discussion and action on the award of Solicitation 2022-0402 Canterbury Trail Improvements to BLACK STALLION CONTRACTORS, INC. for an estimated total amount of \$2,967,572.40. This contract will allow for the construction of a trail that pedestrians, hikers, and bicyclists can use located along Canterbury Drive from Ridgecrest Drive to Stanton Street.

Department:	Capital Improvement
Award to:	BLACK STALLION CONTRACTORS, INC. El Paso, TX
Item(s):	Base Bid I, Base Bid II, Base Bid III, Base Bid IV, and Base Bid V
Initial Term:	300 Consecutive Calendar Days
Base Bid I:	\$956,239.81
Base Bid II:	\$503,908.92
Base Bid III:	\$97,967.47
Base Bid IV:	\$918,798.67
Base Bid V:	\$490,657.53
Total Estimated Award:	\$2,967,572.40
Funding Source:	2013 Street Infrastructure
Accounts:	190-4740-580270-28900-PCP20ST010
District(s):	1

This is a Competitive Sealed Proposal, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to BLACK STALLION CONTRACTORS, INC. the highest ranked offeror, and the Horizone Construction I, Ltd. be deemed nonresponsive due to submitting an incomplete price form.

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 1

Purchasing and Strategic Sourcing, Claudia A Garcia, (915) 212-1218
Capital Improvement, Yvette Hernandez, (915) 212-1860

- 24.** Discussion and action that the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Consor Engineers, LLC, a Florida, USA, Foreign LLC, for a project known as "Architect and Engineering Services for Arterial Lighting Package 5 - Resler and Edgemere" for an amount not to exceed \$1,118,398.17; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$1,218,398.17; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents for the execution of the Agreement. [22-927](#)

Districts 1, 3, 5, 6, and 8

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

- 25.** Discussion and action that the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Consor Engineers, LLC, a Florida, USA, Foreign LLC, for a project known as "Architect and Engineering Services for Arterial Lighting Package 6 - Trawood, Hunter, McCombs and Rojas" for an amount not to exceed \$709,891.87; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$809,891.87; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents for the execution of the Agreement. [22-922](#)

Districts 3, 4, 6, and 7

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

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

Goal 3: Promote the Visual Image of El Paso

26. An Ordinance changing the zoning of a portion of Tract 9A1, 9B1, Laura E. Mundy Survey 238 and a portion of Nellie D. Mundy Survey No. 244, City of El Paso, El Paso County, Texas from R-5/c (Residential/conditions) to C-2/c (Commercial/conditions) and from R-5/sp (Residential/special permit) to C-2 (Commercial) and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[22-754](#)

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 North of Transmountain Road and East of Interstate 10

Applicant: EP Transmountain Residential, LLC. PZRZ22-00009

District 1

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

Planning and Inspections, Andrew Salloum, (915) 212-1603

27. An Ordinance granting Special Permit No. PZST22-00004, to allow for a governmental use, building (Environmental Service Department - Citizen Collection Station) on the property described as Lot 3, Block 1, Castner Range Subdivision #1, 9135 Stahala Drive, City of El Paso, El Paso County, Texas, Pursuant to Section 20.04.320 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

[22-755](#)

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: 9135 Stahala Drive

Applicant: City of El Paso, PZST22-00004

District 4

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

Planning and Inspections, Andrew Salloum, (915) 212-1603

28. An Ordinance changing the zoning of Tract 4-A-1, Tract 4-A-2, Tract 4-B, Tract 4-C, Tract 4-D, Block 14, Ysleta Grant, 8100 North Loop Drive, City of El Paso, El Paso County, Texas from R-3 (Residential) to C-2 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[22-775](#)

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: 8100 North Loop Drive

Applicant: Ray Mancera, PZRZ22-00001

District 7

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Saul Pina, (915) 212-1612

29. An Ordinance adopting the “El Paso Complete Streets Policy - July 2022” as an addendum to the City of El Paso’s Comprehensive Plan, “Plan El Paso”. [22-844](#)

All Districts

Capital Improvement Department, Joaquin Rodriguez, (915) 268-5148

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

30. An Ordinance authorizing the City Manager to sign an Offer to Sell, a deed, and any other documents necessary to convey approximately 1.432 acres of land to the United States of America and its assigns, Department of Homeland Security, U.S. Immigration and Customs Enforcement, legally described as portion of Sections 33 and 40, Block 80, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas. [22-837](#)

District 3

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

REGULAR AGENDA - OTHER BUSINESS:**Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development**

31. Discussion and action that the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement (“Agreement”) by and between the City of El Paso (“City”) and ISARON, LLC (“Applicant”) in support of an infill development project located at 5049 Crossroads Drive, El Paso, Texas 79932. The Agreement requires the Applicant to make a minimum investment of \$900,000 over the term of the agreement the City shall provide economic incentives not to exceed \$31,315 in the form of a Property Tax Rebate, a Construction Materials Sales Tax Rebate, and a Building Construction Fee Rebate. [22-916](#)

District 1

Economic and International Development, Denisse Carter, (915) 212-1620
Economic and International Development, Elizabeth Triggs, (915) 212-1619

32. Discussion and action on a Resolution to adopt the City of El Paso Infill and Redevelopment Policy. [22-928](#)

All Districts

Capital Improvement Department, Joaquin Rodriguez, (915) 268-5148

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

33. Discussion and action on a Resolution authorizing the Mayor of the City of El [22-918](#)

Paso to sign Letters of Support, on behalf of the City Council, in support of El Paso Water Utilities - Public Service Board ("EPWater") pursuit of specified funding opportunities, provided the project does not conflict with City programmatic priorities; and requiring EPWater to coordinate with the City Manager and Mayor prior to requesting Letters of Support.

All Districts

Economic and International Development, Karina Brasgalla, (915) 212-1570
Economic and International Development, Elizabeth Triggs, (915) 212-0094

Goal 8: Nurture and Promote a Healthy, Sustainable Community

- 34.** Discussion and action on a Resolution approving recommendations, as set forth in Exhibit A and Exhibit B, for the Neighborhood Improvement Program (NIP) Round 5 projects funded under the 2012 Quality of Life (QOL) bond, and Round 4 Project Adjustment/Reallocations. [POSTPONED FROM 06-22-2022 AND 07-06-2022]

[22-751](#)

All Districts

Community and Human Development, Nicole Ferrini, (915) 212-1659
Community and Human Development, Nickole Rodriguez, (915) 212-1673

EXECUTIVE SESSION

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

Representative Cassandra Hernandez

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 72 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 #: 22-896, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

Approval of the Minutes of the Regular City Council Meeting of July 6, 2022, the Agenda Review of July 5, 2022, the Work Session of July 5, 2022, and the Work Session of July 20, 2020.

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
July 5, 2022
9:00 A.M.**

.....
The City Council met at the above place and date. Meeting was called to order at 9:03 a.m. Mayor Leeser present and presiding. The following Council Members answered roll call: Joe Molinar, Isabel Salcido, Claudia Rodriguez, Henry Rivera, and Cissy Lizarraga. Peter Svarzbein and Alexsandra Annello joined virtually. Late arrival: Cassandra Hernandez at 9:06 a.m.

The agenda items for the July 6 22, 2022 Regular City Council and Mass Transit Board Meetings were reviewed.

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

MINUTES FOR REGULAR COUNCIL MEETING

July 6, 2022
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 9:06 a.m. Mayor Oscar Leeser present and presiding and the following Council Members answered roll call: Cassandra Hernandez, Joe Molinar, Claudia Rodriguez, Henry Rivera, and Cissy Lizarraga. Peter Svarzbein joined via videoconference. Late arrival: Isabel Salcido at 9:29 a.m. Alessandra Anello requested to be excused. Early Departure: Isabel Salcido at 1:53 p.m.

INVOCATION BY EL PASO POLICE, FIRE AND MINISTRY COORDINATOR FOR THE SHERIFF'S OFFICE, CHAPLAIN SAM FARAONE

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

Bernie Sargent Recognition Day

El Paso Neighborhood USA Conference Month

Probation, Parole and Pre-Trial Services Week

The Regular City Council meeting was **RECESSED** at 9:55 a.m. in order to take photos with the groups being recognized, convene the Mass Transit Board Meeting, and reconvene the July 5, 2022 Work Session.

The Regular City Council meeting was **RECONVENED** at 1:11 p.m.

NOTICE TO THE PUBLIC

Motion made by Alternate Mayor Pro Tempore Lizarraga, 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, Hernandez Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None
ABSENT: Representative Annello

.....
CONSENT AGENDA - APPROVAL OF MINUTES:
.....

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

1. *Motion made, seconded, and unanimously carried to **APPROVE** the Minutes of the Regular City Council Meeting of June 22, 2022, the Agenda Review of June 21, 2022, the Work Session of June 21, 2022, and the Work Session of June 8, 2020.

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

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

*Motion made, seconded, and unanimously carried to **EXCUSE** Representative Alessandra Annello from the Regular City Council Meeting held on Wednesday, July 06, 2022.

.....
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**

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

That, the City Manager is authorized to sign an amendment to an Event Support Contract between the City of El Paso ("City") and Consortium Productions ("CRIT") for the 2022 Sun City Crit re-scheduled for September 17, 2022.

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

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

WHEREAS, the City of El Paso is eligible to receive grants from the Texas Department of Motor Vehicles through the Motor Vehicle Crime Prevention Authority (MVCPA) grant program to provide financial support to the El Paso Police Department for automobile theft enforcement teams and to combat automobile burglary in El Paso, pursuant to the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57; and

WHEREAS, the El Paso City Council finds that the MVCPA FY2023 grant program will assist the City of El Paso to combat motor vehicle theft, burglary of motor vehicles and fraud-related motor vehicle crime; and

WHEREAS, the El Paso City Council agrees that in the event of loss or misuse of the MVCPA grant funds, the City of El Paso assures that the grant funds will be returned in full to MVCPA; and

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

1. That the City Manager, or designee, be authorized to submit an MVCPA FY2023 grant application in the amount of \$975,265.00 and to accept, alter, decline, modify, terminate and/or execute all necessary documents related to the grant.
2. That the City of El Paso agrees to provide a cash match in the amount of \$37 ,420.00 and in-kind match of salaries and benefits for sworn officers and civilian positions and contractual obligations.
3. That the El Paso Police Department Auto Theft Task Force Lieutenant or designee is designated as the Program Director.
4. That the City of El Paso's Chief Financial Officer, or designee, is designated as the Financial Officer for this grant.

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 a Contract No. 2022-0491R Stress Management for Firefighters between the City of El Paso ("City") and Integrity Employee Assistance, Inc., dba WellConnect for stress management services for the Fire Department employees and employees' dependents for a three (3) year term from the effective date and one (1) option to extend for two (2) years under the same terms to be exercised by the City Manager, for an estimated total cost of \$240,000 for the first term and an estimated total cost of \$400,000 including the option to extend; and that service provider is to be paid based on the services performed.

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

6.

***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 Retail Lease by and between the CITY OF EL PASO ("Landlord") and UETA of Texas Inc. ("Tenant") for use of the property known as 780 S. Zaragoza Rd., El Paso, Texas for an initial term of ten (10) years with two (2) renewal terms of an additional terms of 10 years each.

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

7.

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

WHEREAS, the City Council of the City of El Paso finds that it would be in the best interest of the public to authorize offset angle parking for approximately 145 ft along the east side of 1400 block of N Boone St from Trowbridge Dr to alley.

WHEREAS, the City Council of the City of El Paso further finds, in accordance with Section 12.44.050 (Angle parking-Offset parking) of the El Paso Municipal Code, that said street does not carry more than 4,000 vehicles per average day, nor more than 500 vehicles per hour for any consecutive three hours of an average day; and that adequate provisions has been made for the free and unobstructed passage of pedestrian traffic thereof;

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

THAT the City Traffic Engineer is hereby authorized and directed to designate Five (5) offset angle parking spaces on the east side of N Boone St from Trowbridge Dr to the alley approximately 145 ft south of Trowbridge Dr. Said right-of-way shall be used for public parking and cannot be used to satisfy the off-street parking required by City Ordinance for the adjacent properties. Said right-of way is not designated for the exclusive use of any person, entity, or adjacent property owner. This resolution does not grant any property rights to any person, entity, or adjacent property owner to said right of way or parking spaces.

.....
CONSENT AGENDA – BOARD RE- APPOINTMENTS:
.....

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

8. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Phillip T. Laign to the City Accessibility Advisory Committee by Representative Claudia L. Rodriguez, District 6.
.....

CONSENT AGENDA – BOARD APPOINTMENTS:
.....

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

9. *Motion made, seconded, and unanimously carried to **APPOINT** Martha E. Piekarski to the Tax Advisory Committee by Mayor Oscar Leeser.
.....

Goal 8: Set the Standard for Sound Governance and Fiscal Management
.....

10. *Motion made, seconded, and unanimously carried to **APPOINT** Rondriques A. Jackson to the Veteran Affairs Advisory Committee by Representative Alexsandra Annello, District 2.
.....
11. *Motion made, seconded, and unanimously carried to **APPOINT** Lisa Turner to the Women's Rights Commission by Mayor Oscar Leeser.
.....

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

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

12. *Motion made, seconded, and unanimously carried to **AUTHORIZE** the Director of Purchasing & Strategic Sourcing to issue a Purchase Order to Stiles General Contractors LLC referencing Contract 2021-0635 Grounds Maintenance Mowing - Parks. This will be a change order to increase the award by \$156,518.40 for a total amount not to exceed \$1,680,902.40. This change order will cover expenses for the remainder of the contract expiring on May 11, 2024.

Department:	Streets and Maintenance
Award to:	Stiles General Contractors LLC
El Paso, TX	
Total Estimated Amount:	\$156,518.40
Account No.:	532 - 2305 - 522210 - 32120 - P3215
Funding Source:	Environmental Fee Fund
District(s):	All

This is a Best Value, unit price contract

13. *Motion made, seconded, and unanimously carried to **AUTHORIZE** the Director of Purchasing & Strategic Sourcing to issue a Purchase Order to Gordon's Specialties, Inc. dba G.S.I. Highway Products referencing Contract 2021-0077 Guardrails and Wooden Posts. This will be a change order to increase the award by \$178,350.00 for a total amount not to exceed \$891,750.00. This change order will cover expenses for the remainder of the contract expiring on March 15, 2024.

Department: Streets and Maintenance
Award to: Gordon's Specialties, Inc. dba G.S.I. Highway Products
Hutchins, TX
Total Estimated Amount: \$178,350.00
Account No.: 532 - 1000 - 532030 - 32120 - P3210
Funding Source: General Fund
District(s): All

This is a low bid, unit price contract.

REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL

Goal 3: Promote the Visual Image of El Paso

14. RESOLUTION

WHEREAS, El Paso native Ivan Melendez, known as the "Hispanic Titanic," is an American college baseball infielder for the Texas Longhorns; and

WHEREAS, Ivan Melendez played as the first team All-State third baseman as a senior at Coronado High School for head coach Juan Orozco and was named the 2017 district Offensive Most Valuable Player and the 2016 Newcomer of the Year; and

WHEREAS, Melendez spent his first two college seasons as a third baseman at NJCAA school, Odessa College, where during his freshman season, he played third base hitting .411 with 17 homers, 70 RBI and a slugging percentage of .896 and was named third-team Division I All- American by the NJCAA. Melendez's sophomore season was cut short due to COVID-19. However, during the shortened season, Melendez batted .354 with seven doubles, three triples and four homers; and

WHEREAS, in 2021, Melendez committed to UT Austin as a redshirt sophomore. During his first season as a Texas Longhorn, he hit .319 with 13 doubles, 3 triples, 13 home runs, and driving in 51 RBI's. Melendez is known for hitting the go-ahead home run against Mississippi State in the College World Series. He also earned 2021 First-Team All-Big 12 honors and All College World Series honors; and

WHEREAS, after being selected in the 16th round of the 2021 Major League Baseball draft by the Miami Marlins, Melendez chose to return to Texas for his junior year; and

WHEREAS, in 2022, Melendez returned to the Longhorns where he hit .387 with 96 hits, 94 RBI's, and 32 home runs. Furthermore, the 32 home runs hit by Melendez broke Kyle

Russell's school record and Kris Bryant's national home run record since the BBCOR bats were introduced in 2011. Melendez won many conference and national awards in 2022. In the Big 12 Conference, Melendez won Big 12 Player of the Year and also won first team all-Big 12.

WHEREAS, on June 17, 2022, Ivan Melendez was named the 35th recipient of the 2022 Dick Howser Trophy as the outstanding player in college baseball; and

WHEREAS, the junior from El Paso, Texas, is the fourth Longhorn to win the Dick Howser Trophy; and

WHEREAS, Melendez also has been named national player of the year by Collegiate Baseball newspaper and Perfect Game, and is a consensus All-American.

WHEREAS, on June 24, 2022, Ivan Melendez was also named the 2022 Golden Spikes Award winner, making him the first Texas Longhorn to receive the award in program history.

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

1. THAT the City of El Paso commends El Pasoan Ivan Melendez for a successful 2022 season as a Texas Longhorn;
2. Recognizes the many achievements of Ivan Melendez throughout his years as a college baseball player;
3. Recognizes Ivan Melendez's family, friends and fans for their dedication and support; and
4. Celebrates the month of July 2022 as Ivan Melendez Month in honor of El Paso Native and Texas Longhorn Ivan Melendez for being named the 35th recipient of the 2022 Dick Howser Trophy presented by The Game Headwear and the first Texas Longhorn in program history to be named the 2022 Golden Spikes Winner.

Representative Rivera commented and read the Resolution into the record.

Mayor Leeser and Representative Lizarraga commented.

Special guests, Ivan Melendez, honoree, and Ms. Melendez commented.

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

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

NAYS: None

ABSENT: Representative Annello

REGULAR AGENDA – OPERATIONAL FOCUS UPDATES

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

15. Presentation and discussion on the Capital Improvement 3rd quarter update for active, programmed, and completed capital projects.

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

Representatives Svarzbein and Hernandez commented.

NO ACTION was taken on this item.

.....
CALL TO THE PUBLIC – PUBLIC COMMENT:
.....

The following members of the public commented:

1. Ms. Wally Cech
2. Mr. Ron Comeau
3. Mr. Benjamin Alva
4. Ms. Julia Krampe
5. Ms. Barbara Valencia
6. Ms. Katie Holt
7. Ms. Colette Bowar

.....
REGULAR AGENDA – FIRST READING OF ORDINANCES:
.....

Motion made by Representative Rivera, seconded by Representative Rodriguez, and unanimously carried that the following Ordinances, having been introduced pursuant to Section 3.9 of the El Paso City Charter, be **ADVERTISED** for public hearing.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Salcido

ABSENT: Representative Annello

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

16. An Ordinance adopting the "El Paso Complete Streets Policy - July 2022" as an addendum to the City of El Paso's Comprehensive Plan, "Plan El Paso".

.....
PUBLIC HEARING WILL BE HELD ON JULY 19, 2022
.....

17. An Ordinance changing the zoning of a portion of the East 300 feet of North 150 feet of South 165 feet of Tract 9-D, First Supplemental Map of Parkland Addition, City of El Paso, El Paso County, Texas from R-4 (Residential) to A-O (Apartment/Office) 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: North of Woodrow Bean Transmountain Drive and East of Bomarc Street
Applicant: CEA Group, PZRZ22-00015

.....
PUBLIC HEARING WILL BE HELD ON AUGUST 2, 2022
.....

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

18. An Ordinance authorizing the City Manager to sign an Offer to Sell, a deed, and any other documents necessary to convey approximately 1.432 acres of land to the United States of America and its assigns, Department of Homeland Security, U.S. Immigration and Customs Enforcement, legally described as portion of Sections 33 and 40, Block 80, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas.

.....
PUBLIC HEARING WILL BE HELD ON JULY 19, 2022
.....

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

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

19. Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Rodriguez, and unanimously carried to **AWARD** Change Order 7 for Solicitation 2021-0811, Fire Station 10 (FS 10) Renovation to Veliz Construction for a total estimated award of \$1,771,017.59.

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

Representative Rivera commented.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Salcido

ABSENT: Representative Annello
.....

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

20. Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Rodriguez, and unanimously carried to **AWARD** Solicitation 2022-0398 Schuster Avenue Reconstruction to Jordan Foster Construction, LLC for an estimated total amount of \$6,795,718.50. This contract will consist of full street reconstruction roadway improvements to Schuster Avenue from Prospect Street to Campbell Street excluding the intersections at Mesa Street, Oregon Street and Stanton Street.

Department:	Capital Improvement
Award to:	Jordan Foster Construction, LLC
	El Paso, TX
Item(s):	Base Bid I, Base Bid II, Base Bid III and Base Bid IV
Initial Term:	395 Consecutive Calendar Days
Base Bid I:	\$4,956,417.50
Base Bid II:	\$588,418.00
Base Bid III:	\$447,508.00
Base Bid IV:	\$803,375.00
Total Estimated Award:	\$6,795,718.50
Funding Source:	2018 Certificates of Obligation
Accounts:	190-4743-580270-38290- PCP18ST012
District(s):	8

This is a Competitive Sealed Proposal, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Jordan Foster Construction, LLC the highest ranked offeror and that Spartan Construction of Texas, Inc., be deemed non-responsive for not using the required bid bond form.

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, Hernandez, Molinar, Rodriguez, Rivera, and Lizarraga

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Salcido

ABSENT: Representative Annello

-
21. Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Rodriguez, and unanimously carried to **AWARD** Solicitation 2022-0589 Doniphan Traffic Signals to ZTEX CONSTRUCTION, INC. for an estimated total amount of \$1,423,491.70. The project scope consists of installation of traffic signals to address traffic congestion control deficiencies that will result in enhancing the intersection of Doniphan and Bird and Doniphan and West Green for pedestrians and vehicular traffic.

Department:	Capital Improvement
Award to:	ZTEX CONSTRUCTION, INC. El Paso, TX
Item(s):	Base Bid I and Base Bid II
Initial Term:	120 Consecutive Calendar Days
Base Bid I:	\$612,720.80
Base Bid II:	\$810,770.90
Total Estimated Award:	\$1,423,491.70
Funding Source:	2017 Capital Plan
Accounts:	190-4721-580270-38290- PCP17ST031 190-4741-580270-38290- PCP17ST028
District(s):	8

This is a Low Bid procurement, unit price contract.

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Salcido

ABSENT: Representative Annello

-
22. Motion made by Representative Molinar, seconded by Representative Rodriguez, and unanimously carried to **AWARD** Solicitation No. 2022-0618 Vehicle Offsite Fueling (Re-Bid) to Alon Brands, Inc. for an initial term of three (3) years for a total estimated award of \$2,595,000.00. The award also includes a two (2) year option for an estimated amount of \$1,730,000.00. 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 \$4,325,000.00. The award of this contract will allow for the fueling of City fleet at offsite locations.

Contract Variance:
No contract variance

Department:	Streets and Maintenance
Vendor:	Alon Brands, Inc. Dallas, TX
Initial Term:	3 years
Option Term:	2 years
Annual Estimated Award:	\$865,000.00
Initial Term Estimated Award:	\$2,595,000.00 (3 years)
Total Estimated Award:	\$4,325,000.00 (5 years)
Account No.:	560 - 3600 - 531240 - 37020 - P3701
Funding Source:	Internal Service Fund
District(s):	All

This is a Low Bid Requirements contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Department recommends award as indicated to Alon Brands, Inc., the sole, lowest and responsible bidder. In accordance with this award the City Manager or designee is authorized to exercise future options if needed.

AYES: Representatives Svarzbein, Hernandez, Molinar, Rodriguez, Rivera, and Lizarraga
NAYS: None
NOT PRESENT FOR THE VOTE: Representative Salcido
ABSENT: Representative Annello

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

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

23. ORDINANCE 019347
.....

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF LOT 27, BLOCK 6, STILES GARDENS, 7249 DALE ROAD, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM A-2 (APARTMENT) TO C-1 (COMMERCIAL), 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.**

Mr. Raul Garcia, Project Manager, read additional conditions into the record.

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

The following members of the public commented:

1. Ms. Rodolfo Rodriguez
2. Ms. Elva Villagran
3. Mr. Scott Winton, developer

1ST MOTION

Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Hernandez, and unanimously carried to **TAKE THE ITEM** before the First Reading of Ordinances.

2ND AND FINAL MOTION

Motion duly made by Representative Hernandez, 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, Hernandez, Rodriguez, Rivera, and Lizarraga
NAYS: Representative Molinar
NOT PRESENT FOR THE VOTE: Representative Salcido
ABSENT: Representative Annello

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

24. ORDINANCE 019348
.....

The City Clerk read an Ordinance entitled: **AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A PURCHASE AND SALE AGREEMENT, SPECIAL WARRANTY DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY TO FRANKLIN MOUNTAIN COMMUNITIES, LLC, APPROXIMATELY 1.73 ACRES OF LAND BEING DESCRIBED AS A PORTION OF SECTION 20, BLOCK 81, TOWNSHIP 1 AND PORTION OF SECTION 19, BLOCK 80, TOWNSHIP 1, TEXAS & PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS.**

Motion duly made by Representative Molinar, seconded by Representative Rodriguez, 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, Hernandez, Molinar, Rodriguez, Rivera, and Lizarraga

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Salcido

ABSENT: Representative Annello

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

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

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

25. RESOLUTION
.....

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

That the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between **CITY OF EL PASO** ("City") and **PARRADAME FAMILY PARTNERSHIP, LP** ("Applicant") in support of the rehabilitation of a 100-year-old mixed-use building located in the downtown El Paso. The Agreement requires the Applicant to make a minimum investment of \$481,000. Over the term of the Agreement the City will provide performance-based incentives in an aggregate amount not to exceed \$47,665.

Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Rodriguez, and unanimously carried to **APPROVE** the Resolution.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Salcido

ABSENT: Representative Annello

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

26. RESOLUTION
.....

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

THAT the Mayor is authorized to sign an Interlocal Agreement by and between the City of El Paso ("City") and the El Paso Independent School District (EPISD) to provide access to the City's OverDrive Digital Resource Collection through EPISD's single sign-on platform, thereby allowing EPISD students in grades K-12 to access Public Library Connect, a program that extends the City's Public Library digital collection and helps children gain greater access to reading materials.

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Salcido

ABSENT: Representative Annello

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

27.

R E S O L U T I O N

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

THAT the City 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 Traffic Management Center Upgrade Phase 2 project, which has an estimated total project cost of \$9,164,503.00 of which the estimated local government participation amount is estimated at \$725,914.00. 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.

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Salcido

ABSENT: Representative Annello

Goal 8: Nurture and Promote a Healthy, Sustainable Community

28. *Motion made, seconded, and unanimously carried to **POSTPONE TWO WEEKS** the discussion and action on a Resolution approving recommendations, as set forth in Exhibit A and Exhibit B, for the Neighborhood Improvement Program (NIP) Round 5 projects funded under the 2012 Quality of Life (QOL) bond, and Round 4 Project Adjustment/Reallocations.

29.

R E S O L U T I O N

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

That the City Manager, or designee, be authorized to sign and submit to the Department of Housing and Urban Development (HUD) the 2022-2023 Annual Action

Plan, Form SF-424 and Form SF-424 D, all certifications and assurances contained therein, and any documents necessary to comply with HUD requirements; and

That the City Manager, or designee, be authorized to sign Grant Agreements with HUD for the four entitlement grants covered by the Annual Action Plan: the Community Development Block Grant, the Emergency Solutions Grant, the HOME Investment Partnerships Program and the Housing Opportunities for Persons with AIDS Program; and

That the City Manager, or designee, be authorized to sign all Letters of Support, Certifications of Local Government Approval, Release of Liens, Assurances and Certifications of Consistency with the Consolidated Plan required by HUD or the State of Texas for grant applications or applications for Low Income Housing Tax Credits for programs covered by the Consolidated Plan or related Community Development programs; and

That the City Manager, or designee, subject to completion of environmental review, be authorized to sign all contracts and documents with the agencies, entities, persons, and/or City departments approved for funding under the programs in the 2022-2023 Annual Action Plan related to the implementation and performance of the activities contained in the 2022-2023 Annual Action Plan and corresponding programs. The City Manager, or designee, is authorized herein to sign amendments to such contracts which add to or reduce funding, including but not limited to the removal of the obligation of funds by mutual termination, and extensions to the contract period; and

That the City Manager, or designee, be authorized to sign all Environmental Assessments, Requests for Release of Funds, Certifications, and Performance Reports required by the U.S. Department of Housing and Urban Development for activities covered by the 2022-2023 Annual Action Plan and related Community Development programs; and

That the City Manager, or designee, be authorized to sign agreements to secure matching funds which add to amounts allocated under the regular CDBG budget; and to sign amendments to matching fund agreements, including extensions to the contract period.

That the City Manager, or designee, be authorized to sign all amendments, subordination agreements, loan modification agreements, release of liens, assumption agreements, and other similar documents related to transactions performed under all previous Action Plans and previous entitlement grants provided such documents are approved by the City Attorney's office as to form and comply with department policies and procedures; and

That the City Manager be authorized to execute letters of support, certifications, and other similar documents, that allow third parties to secure funding from state, federal, and local agencies which further the goals of the City's Annual Action Plan.

Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Rodriguez, and unanimously carried to **APPROVE** the Resolution.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Salcido

ABSENT: Representative Annello

WHEREAS, in 2009, funding for the Homeless Housing and Services Program (HHSP), a program administered by the Texas Department of Housing & Community Affairs (TDHCA), was established by the Texas State Legislature to address the needs of persons and families experiencing homelessness, or at risk of becoming homeless; and

WHEREAS, the Department of Community and Human Development (DCHD) is projecting level funding from the previous year, which would result in TDHCA appropriated General Revenue Funds in the amount of \$474,257 to award to the City of El Paso under 2022- 2023 HHSP funding to be executed under two contracts; one contract for general HHSP funds totaling \$348,133 for homelessness prevention, homeless assistance and case management activities; the other for youth set-aside funds totaling \$126,124 for transitional housing, essential services and case management activities. The period of both contracts to run through August 31st, 2023.

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

1. That the City Manager be authorized to sign all contracts, contract amendments and related documents between the City of El Paso and the State of Texas and/or TDHCA for 2022- 2023 HHSP funds; and
2. That the Director of DCHD be authorized to sign all contracts, amendments and related documents between the City of El Paso and agencies receiving sub-awards from the City (Sub-Grantee Agencies) for 2022-2023 HHSP funds, as well as all certifications, performance reports, and related documents for TDHCA and Sub-Grantee Agencies.

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Salcido

ABSENT: Representative Annello

EXECUTIVE SESSION

Motion made by Representative Rivera, seconded by Representative Rodriguez, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 2:27 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 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Salcido

ABSENT: Representative Annello

Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Molinar, and unanimously carried to **ADJOURN** the Executive Session at 4:13 p.m. and **RECONVENE** the meeting of the City Council at which times motions were made.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Salcido

ABSENT: Representative Annello

-
- EX1.** Sinegal, Albert vs. City of El Paso; USDC Cause No. 3:19-CV-00107-KC; Matter No. 19-1026-10374 (551.071)

Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Rivera, and unanimously carried that the City Attorney's Office in consultation with the City Manager be **AUTHORIZED** certain authority to negotiate a settlement of Sinegal v. City of El Paso, et al., Cause# 3: I 9-cv-00107-KC in its entirety.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Salcido

ABSENT: Representative Annello

-
- EX2.** Application for Approval of Advanced Metering System (AMS) Deployment Plan, AMS Surcharge, and Non-Standard Metering Service Fees, Public Utility Commission of Texas Docket No. 52040. Matter No. 21-1008-168 (551.071)

NO ACTION was taken on this item.

-
- EX3.** Petition for El Paso Electric Company for Authority to Revise its Fixed Fuel Factor, Public Utility Commission of Texas Docket No. 53723. Matter No. 22-1008-197 (551.071)

Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Rivera, and unanimously carried that the City Attorney, is **AUTHORIZED** to retain outside counsel and any other necessary consultants, in consultation with the City Manager, to file an intervention in the Petition of El Paso Electric Company for Authority to Revise its Fixed Fuel Factor, filed on June 15, 2022, under the Public Utility Commission Docket No. 53723.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Salcido

ABSENT: Representative Annello

-
- EX4.** Texas Gas Service Company, a Division of ONE Gas, Inc. application to increase gas utility rates. Matter No. 22-1008-198 (551.071)

Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Rivera and unanimously carried that the City Attorney is **AUTHORIZED** to retain Outside Counsel and any other necessary consultants, in consultation with the City Manager, to file an intervention in the Texas Gas Service Company, a Division One Gas Inc., Statement of Intent to Change Gas Utility Rates within the Incorporated Areas of the Borger Skellytown Service Area and West Texas Area submitted on June 30, 2022.

Further resolved that the City Council finds after review of the Statement of Intent to Change

Gas Utility Rates:

1. That pursuant to Texas Utilities Code §104.107, the proposed rate increase is hereby suspended for 90 days after the date the schedule would otherwise be effective;
2. That the City Attorney is authorized to file a petition to intervene in Railroad Commission of Texas Case No. 00009896 Statement of Intent of Texas Gas Service Company, a division of ONE Gas, Inc. to Change Gas Utility Rates within the unincorporated Areas of the West Texas Service Area, the North Texas Service Area, and the Borger Skellytown Service Area.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Salcido

ABSENT: Representative Annello

.....
EX5. Economic Incentives for an Infill Development located in West El Paso. Matter No. 22-1007-2920 (551.087)

NO ACTION was taken on this item.

.....
EX6. Economic development opportunity at the El Paso International Bridges. Matter No. 22-1010-1122 (551.087)

NO ACTION was taken on this item.

.....
ADJOURN

.....
Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to **ADJOURN** this meeting at 4:20 p.m.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Salcido

ABSENT: Representative Annello

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

OSCAR LEESER
MAYOR

TOMMY GONZALEZ
CITY MANAGER



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

CITY COUNCIL WORK SESSION MINUTES
July 5, 2022
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:05 A.M.

.....
The City Council of the City of El Paso met at the above place and date. Meeting was called to order at 9:43 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Cassandra Hernandez, Joe Molinar, Isabel Salcido, Claudia Rodriguez, Henry Rivera, and Cissy Lizarraga. Peter Svarzbein and Alexsandra Annello participated via video conference.
.....

AGENDA

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

1. Overview (Tommy Gonzalez)

Mr. Tommy Gonzalez, City Manager, began the presentation by highlighting the noticeable increase in the number of COVID-19 cases and related hospitalizations. He explained that the number of new cases were 10 times higher than those reported in May and associated hospitalizations were about 2.5 times higher. Mr. Gonzalez stated that the Center for Disease Control and Prevention (CDC) had raised the classification in El Paso to "high" with regard to the infection rate. The CDC is recommending that the community wear masks indoors, distance and stay up-to-date on vaccinations. Mr. Gonzalez provided the location of City clinics providing vaccinations and boosters free of charge without an appointment along with the website and phone number where additional information could be obtained.

2. City Attorney Overview (Karla Nieman)

a) Greg Abbott, in his official capacity as Governor of Texas v. City of El Paso and Statewide Mask Mandate Litigation

b) Additional Updates

Ms. Karla Nieman, City Attorney, stated that the City's mask mandate litigation was still pending in the Court of Appeals and said the Texas Supreme Court's Emergency Order was renewed until September 1, 2022 therefore, allowing the continuation of remote hearings in Municipal Courts and relaxing protocols for in person hearings. She ended her briefing by explaining that the Federal Worker Vaccine Mandate was still on hold.

3. Team Lead Report:

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

Dr. Hector Ocaranza, Public Health Authority, reiterated that the number of COVID-19 cases were increasing and also mentioned that due to the associated hospitalizations, the local infection level was raised to “high”. He recommended that people considered high-risk for severe disease, refrain from large gatherings. Dr. Ocaranza advised the community to stay vigilant, sanitize, wear masks indoors, and keep up-to-date on vaccinations and boosters. He ended by saying that children 6 months to 5 years of age were now eligible to receive vaccinations against COVID-19 and demonstrated an example the new data dashboard soon to be unveiled.

4. City Manager Wrap-up (Tommy Gonzalez)

Mr. Tommy Gonzalez, City Manager, closed the presentation by providing examples of safety protocols and said that although there was a high vaccination rate, the community was still at risk for contracting COVID-19.

NO ACTION was taken on this item.

-
2. **Discussion and action to direct the City Manager and City Attorney create a nondiscrimination Policy and/or amend current City policies to address Housing Discrimination, Discrimination in Public Accommodations, Discrimination in Employment Generally, Discrimination in Employment by City Contractors, to prohibit discrimination based on:**

**Reproductive Health Actions Gender Identification
Sexual Orientation
Hair Style and/or Texture**

Mayor Leeser and Representatives Annello, Molinar, Rodriguez, Rivera, and Lizarraga commented.

The following members of City staff commented:

- Mr. Tommy Gonzalez, City Manager
- Ms. Karla Nieman, City Attorney

The following members of the public commented:

1. Andi Tiscareno
2. Lydazia Turner
3. Erika Latines
4. Lorena Soto
5. Natasha Acevedo
6. El Paso Young Democrats submitted a letter that was read into the record by the City Clerk.

Motion made by Representative Annello, seconded by Representative Rivera, and carried to **DIRECT** the City Manager and City Attorney create a Nondiscrimination Policy and/or amend

current City policies to address Housing Discrimination, Discrimination in Public Accommodations, Discrimination in Employment Generally, Discrimination in Employment by City Contractors, to prohibit discrimination based on:

Reproductive Health Actions Gender Identification
Sexual Orientation
Hair Style and/or Texture

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

3. Discussion and action to direct the City Manager and City Attorney to create the appropriate Ordinance and/or City Policy which honors and protects the right of pregnant women/individuals, to include the following:

- 1. Taxpayer dollars will not be used frivolously for programs or efforts to criminalize women/individuals who seek abortion.**
- 2. City funds will not be used to solicit, catalog, report, or investigate reports of abortion.**
- 3. Police should make investigating abortion their lowest priority.**

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

The following members of City staff commented:

- Mr. Tommy Gonzalez, City Manager
- Ms. Karla Nieman, City Attorney
- Police Chief Gregory Allen
- Assistant Police Chief Peter Pacillas

The following members of the public commented:

1. Juan Josue Martinez
2. Adriana Montoya
3. Elizabeth Murphy
4. Andi Tiscareno
5. Ivonne Diaz
6. Chris Yost (letter read into the record by Representative Rodriguez)
7. Alex Ramirez
8. Mark Cavaliere (submitted a petition including 520 names in opposition of the item)
9. Nicholla Arriola
10. Daniel Flores
11. Michael Seibel
12. Cristina Flores
13. Kayla Suarez
14. Raymundo Baca
15. Valerie Bowers

16. Kenneth Bell (letter read into the record by Representative Annello)
17. Carol Cassady
18. Caleb Harrelson
19. Bobby Leyva
20. Michael Gutierrez
21. Nydia Correa
22. Veronica Esparza
23. Rebekah Vasquez
24. Leighann Wilson
25. Fatima Flores
26. Susana Acosta
27. Joel Rocha
28. Michael Apodaca
29. Samuel Thomas
30. Valerie Vazquez
31. Raymond Surya
32. Fainot Pierre (letter read into the record by the City Clerk)
33. Judith Blake
34. Elliot Hass
35. Natasha Acevedo
36. Elizabeth Devos
37. Debbie Nathan
38. Erika Latines
39. Juliette Avalos
40. Carlos Montijo
41. Elizabeth Crawford
42. Cecilia Otero
43. Debbie Torres
44. Erica Hovland
45. Robert Vines
46. Angel Ulloa
47. Julie Mendoza
48. Lorena Soto
49. Judy Ackerman
50. Ruben Aguirre
51. Cecy Aguirre
52. Gwennyth Conrad
53. Blanca Savusa
54. El Paso Young Democrats (letter read in to the record by the City Clerk)
55. Ethan Voight
56. Sabrina Bustillos
57. Edward Garcia
58. Nichole Ochoa
59. Victoria Estrada-Martinez
60. Johnny Ruffer
61. Dora Oaxaca
62. Monica Barba
63. Marcia Kovar
64. Martha Duran
65. Janet Crowe

66. Joanne Bernal (letter read into the record by Representative Rivera)
67. Ana Fuentes
68. Maloy Callendine
69. Peggy Hinkle
70. Emma Acosta
71. Anne Oguh
72. Eden Klein
73. Dominique Huerta
74. Wally Cech
75. Catherine Buccuto

Motion made by Representative Anello, seconded by Representative Rivera, and to **DIRECT** the City Manager and City Attorney to create the appropriate Ordinance and/or City Policy which honors and protects the right of pregnant women/individuals, to include the following:

1. Taxpayer dollars will not be used frivolously for programs or efforts to criminalize women/individuals who seek abortion.
2. City funds will not be used to solicit, catalog, report, or investigate reports of abortion.
3. Police should make investigating abortion their lowest priority.

AYES: Representatives Svarzbein, Anello, Hernandez, and Rivera

NAYS: Representatives Molinar, Salcido, Rodriguez and Lizarraga

Mayor Leeser broke the tie by voting "NAY". THE MOTION FAILED.

.....
The meeting was **RECESSED** at **2:29 P.M.** and **RECONVENED** at **3:08 P.M.**
.....

4. Discussion and action on the proposed programs and projects for inclusion as part of the Community Progress Bond.

The following members of City staff presented a PowerPoint presentation (copy on file in the City Clerk's Office) and/or responded to questions from Members of the City Council:

- Mr. Alex Hoffman, Assistant Director of Planning, Capital Improvement Department
- Mr. Sam Rodriguez, Chief Operations Officer
- Mr. Ben Fyffe, Managing Director of Cultural Affairs and Recreation
- Mr. Antonio Bustillos, Transportation Manager, Streets and Maintenance
- Mr. Tommy Gonzalez, City Manager
- Mr. Juan Gonzalez, Senior Assistant City Attorney

Mayor Leeser and Representatives Svarzbein, Anello, Hernandez, Molinar, Rodriguez, Rivera, and Lizarraga commented.

The following members of the public commented:

1. Lisa Turner
2. Jaime Fischer
3. Ben Avalos
4. Therese Avalos

1ST MOTION

Motion made by Representative Hernandez, seconded by Representative Lizarraga, and carried to **TABLE** the item until July 6, 2022.

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

NAYS: Representatives Annello and Rodriguez

NOT PRESENT FOR THE VOTE: Representative Svarzbein

2ND MOTION

Motion made by Representative Svarzbein, seconded by Representative Hernandez, and carried to **APPROVE** the following two propositions for the Community Progress Bond:

1. Streets and Infrastructure and Climate Action and Urban Energy Plan and Implementation
2. Parks and Open Space projects that include all abilities playgrounds, shade structures, and NIP

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

NAYS: Representatives Annello and Rodriguez

3RD MOTION

Motion made by Representative Molinar, seconded by Representative Hernandez, to **INCLUDE** Stahala Drive from Diana to Hondo Pass in the list of top 50 Resurfacing and Reconstruction and Residential Resurfacing, Connectivity, Intersection Safety and Traffic Signs.

AYES: Representatives Molinar, Rodriguez, and Rivera

NAYS: Representatives Svarzbein, Annello, Hernandez, Salcido and Lizarraga

THE MOTION FAILED

4TH AND FINAL MOTION

Motion made by Representative Rodriguez, seconded by Representative Rivera, and unanimously carried to **DIRECT** staff to return with information for a 2024 Quality of Life Bond Package every six months.

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

NAYS: None

-
5. **Discussion and action to review and amend the employment agreement for the City Attorney and City Manager in alignment with the City's Strategic Plan Goal of setting the standard for sound governance and fiscal management.**

1ST MOTION

Motion made by Representative Hernandez, seconded by Representative Rivera, and **unanimously** carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 3:12 p.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 (CONSULTATION WITH ATTORNEY) and 551.074 (PERSONNEL MATTERS) to discuss the item.

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

NAYS: None

2ND MOTION

Motion made by Representative Hernandez, seconded by Representative Lizarraga, and
unanimously carried to **ADJOURN** the Executive Session at 5:53 p.m. and **RECONVENE** the
meeting of the City Council.

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

NAYS: None

3RD AND FINAL MOTION

Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative
Hernandez, and unanimously carried to **POSTPONE** the item for **TWO WEEKS UNTIL THE
JULY 18TH WORK SESSION.**

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Svarzbein

.....
The meeting was **RECESSED** on July 5, 2022 at **5:56 P.M.** and **RECONVENED** on July 6, 2022 at
10:37 A.M.
.....

ADJOURN

Motion made by Representative Hernandez, seconded by Representative Svarzbein and
unanimously carried to **ADJOURN** the meeting on July 6, 2022 at 12:49 p.m.

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

NAYS: None

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-895, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

AGENDA LANGUAGE:

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

Excuse Representative Joe Molinar from the July 19, 2022 Regular City Council Meeting.



Legislation Text

File #: 22-926, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218

Police, Chief Gregory Allen, (915) 212-4302

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:

That the City Manager be authorized to sign a Professional Service Agreement for Psychological Examination and Services No. 2022-0215R for the Police Department by and between the City of El Paso and Integrity Employee Assistance, Inc., dba WellConnect, a Texas Corporation for a term of 36 months from the effective date of the Agreement and an option to extend for an additional 24 months, which may be exercised by the City Manager administratively, to be compensated on a per examination basis, for an estimated contract amount of \$133,800.00 for the initial term and an estimated \$89,200.00 if the option to extend is exercised.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$13,000.00, which represents a 6.19% increase due to higher hourly rates.

This is a Request for Qualifications, service contract.

The Purchasing & Strategic Sourcing and Police Departments recommend award as indicated to Integrity Employee Assistance, Inc., dba WellConnect, the highest ranked proposer for this procurement. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

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

AGENDA DATE: July 19, 2022
PUBLIC HEARING DATE: NA

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Gregory Allen, Police Chief, (915) 212-4302
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-1218

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 2.3 – Increase public safety operational efficiency.

SUBJECT:

That the City Manager be authorized to sign a Professional Service Agreement for Psychological Examination and Services No. 2022-0215R for the Police Department by and between the City of El Paso and Integrity Employee Assistance, Inc., dba WellConnect, a Texas Corporation for a term of 36 months from the effective date of the Agreement and an option to extend for an additional 24 months, which may be exercised by the City Manager administratively, to be compensated on a per examination basis, for an estimated contract amount of \$133,800.00 for the initial term and an estimated \$89,200.00 if the option to extend is exercised.

BACKGROUND / DISCUSSION:

Psychological services include pre-employment screening exams and fitness for duty exams. Pre-employment screening exams are administered to applicants for certain Police Department positions that require licensing through the Texas Commission on Law Enforcement. Fitness for duty exams are required on an as-needed basis for existing Police Department personnel.

SELECTION SUMMARY:

Solicitation was advertised on October 19, 2021 and October 26, 2021. The solicitation was posted on City website on October 19, 2021. The email (Purmail) notification was sent out on October 21, 2021. There were a total of forty-nine (49) viewers online; three (3) proposals were received; two (2) from local suppliers.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$13,000.00, which represents a 6.19% increase due to higher hourly rates.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

NA

AMOUNT AND SOURCE OF FUNDING:

Amount: \$133,800.00

Funding Source: 521120-1000-321-21030

Account: General Funds

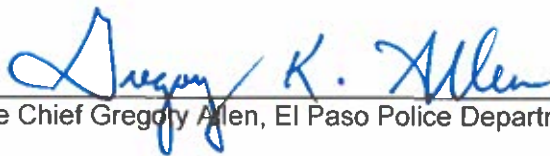
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Police

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Police Chief Gregory Allen, El Paso Police Department

**COUNCIL PROJECT FORM
(RFQ)**

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

Please place the following item on the **CONSENT** agenda for the Council Meeting of July 19, 2022.

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:

That the City Manager be authorized to sign a Professional Service Agreement for Psychological Examination and Services No. 2022-0215R for the Police Department by and between the City of El Paso and Integrity Employee Assistance, Inc., dba WellConnect, a Texas Corporation for a term of 36 months from the effective date of the Agreement and an option to extend for an additional 24 months, which may be exercised by the City Manager administratively, to be compensated on a per examination basis, for an estimated contract amount of \$133,800.00 for the initial term and an estimated \$89,200.00 if the option to extend is exercised.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$13,000.00, which represents a 6.19% increases due to higher hourly rates.

This is a Request for Qualifications, service contract.

The Purchasing & Strategic Sourcing and Police Departments recommend award as indicated to Integrity Employee Assistance, Inc., dba WellConnect, the highest ranked proposer for this procurement. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

*******ADDITIONAL INFO BELOW*******

CITY OF EL PASO RFQ SCORESHEET

PROJECT: 2022-0215R Psychological Examinations and Services

Evaluation of Submittal

MAX POINTS

Integrity Employee
Assistance DBA
WellConnectRX Psychological
Services, LLCHermenia Holguin DBA
ValoriHR LLC**Factor A - Qualifications (experience, educations and certifications)**

40

38.33

37.00

29.33

Factor B - Relevant experience and /or training in psychological evaluations for public safety agencies and/or membership in the IACP Psychological Services Section.

20

17.33

17.67

11.67

Factor C - Number of Psychologist/Psychiatrists available to perform examination

15

10.00

5.00

5.00

Factor D - Responses of References

15

15.00

4.00

5.00

Factor E - Location and availability of facilities

10

5.00

5.00

10.00

TOTAL SCORE

100

85.67

68.67

61.00

Rank

1

2

3



CITY OF EL PASO
REQUEST FOR QUALIFICATIONS TABULATION FORM



Bid Opening Date: December 8, 2021

Solicitation #: 2022-0215R

Project Name: Psychological Examinations and Services

Department: Police

BIDDER'S NAME:	LOCATION:	AMENDMENT(S) ACKNOWLEDGED:
Herminia Holguin dba ValoriHR, LLC	El Paso, TX	Yes
Integrity Employee Assistance dba WellConnect	El Paso, TX	Yes
RX Psychological Services, LLC	McQuery, TX	No
RFQs SOLICITED: 51 LOCAL RFQs SOLICITED: 51 RFQs RECEIVED: 3 LOCAL RFQs RECEIVED: 2 NO RFQs: 0		

NOTE: The information contained in this RFQ tabulation is for information only and does not constitute actual award/execution of contract.

Approved: /s/

Date: 12/22/2021

2022-0215R Psychological Examinations and Services

2022-0215R Psychological Examinations and Services Bidders' List - Police

DR. RICHARD B PATTERSON
1605 BEECH ST. #8
EL PASO, TX 79925

DR. LAURA WEEKS
5571 SHILEY ST.
EL PASO, TX 79906

DR. MICHAEL HAND
600 SUNLAND PARK
EL PASO, TX. 79912

DR. DEBORAH M. ONTIVEROS
WELL-CONNECT
1600 N. LEE TREVINO DR.
EL PASO, TX. 79936

PINNACLE SOCIAL SERVICES
ATT: LUCIA GADNEY, LPC
JOE DAVID COLLINS, LPC
1418 MONTANA
EL PASO, TX 79902

DR. JAMES W. SCHUTTE
5959 GATEWAY WEST #470
EL PASO, TX 79925

KAIM BORIS, MD
2311 N. MESA BLD F
EL PASO, TX 79902

PETER FERNANDEZ
5001 N. PIEDRAS ST.
EL PASO, TX 79930

ROBERT RANKIN
230 THUNDERBIRD DR EL
PASO, TX 79912

BLAKE RIDDELL
600 SUNLAND PARK
DR.EL PASO, TX 79912

DR. DIANA DAVIS
221 N. KANSAS ST.
EL PASO, TX 79901

JUSTIN D. KEPPLER
221 N. KANSAS ST
STE.724
EL PASO, TX 79901

DR. BETSY E. NACIM
2332 MONTANA AVE.
EL PASO, TX 79903

DR. LUIZ NATALICIO
1113 WHITAKER LN.
EL PASO, TX 79902

DR. FELIX CARRION
4120 RIO BRAVO
ST.STE. 218
EL PASO, TX 79902

MELANIE LONGHURST
4615 ALAMEDA AVE.
EL PASO, TX 79905

VICTORIA SANK
5001 N. PIEDRAS ST.
EL PASO, TX 79930

DR. KYLE M. ERWIN
5001 N. PIEDRAS ST.
EL PASO, TX 79930

DAVID EDWARD JONES
5001 N. PIEDRAS ST
EL PASO, TX 79930

PATRIE CHERRELLE
WILLIAMS
5001 N. PIEDRAS ST.
EL PASO, TX 79930

DEBORAH KATE
CRUSH
5001 N. PIEDRAS ST.
EL PASO, TX 79930

EMILIA AURORA
CANDELARIO
5001 N. PIEDRAS ST.
EL PASO, TX 79930

ANDREA GRACE
GONZALEZ
5001 N. PIEDRAS ST.
EL PASO, TX 79930

JERRY GRAGG
6070 GATEWAY BLVD.
STE. 204 EL PASO, TX
79905

JANNA EMMONS
MAGEE
600 SUNLAND PARK
DR. STE. 1-300
EL PASO, TX 79912

MARIO DI BIASE
7001 WESTWIND DR.
EL PASO, TX 79912

TEMPERANCE
JOHNSON
1316 N. YARBROUGH
EL PASO, TX 79925

JUAN CONTRERAS
1310 MONTANA AVE.
EL PASO, TX. 79902

INGRID CHOWDHURY
1401 MONTANA AVE.
EL PASO, TX 79902

GARY L. FELDMAN
1733 CURIE DR. STE. 204
EL PASO, TX 79902

WALTER ALLBERG
1605 BEECH ST STE.
B EL PASO, TX 79925

DR. EUGENIO CHAVEZ-
RICE
6028 SURETY DR.
EL PASO, TX 79905

DR. PATRICIA ORTIZ
4615 ALAMEDA AVE.
EL PASO, TX 79905

DR. ROBERTO FLORES
4615 ALAMEDA AVE.
EL PASO, TX 79905

FRANCISCO MARQUEZ
11621 PELLICANO Dr.
EL PASO, TX 79936

OCTAVIO GUTIERREZ
1600 N. LEE TREVINO
DR. STE.C4
EL PASO, TX 79936

DR. SALVADOR
AGUIRRE-HAUCHB
4615 ALAMEDA AVE.
EL PASO, TX 79905

DR. FRANCISCO COTA
1700 MURCHISON DR.
STE. 201
EL PASO, TX 79902

ARTHUR L. RAMIREZ
1515 N. MESA ST.
EL PASO, TX 79902

JANNA MAGEE
600 SUNLAND PARK
DR. EL PASO, TX 79912

DR. WALTER
AESCHBACH
6700 DELTA DR.
EL PASO, TX 79905

DR. ED J. BORREGO
5750 N. MESA ST.
EL PASO, TX 79912

DR. SALIM AKHTAR
5001 N. PIEDRAS ST
EL PASO, TX 79930

DR.CARLA ALVARADO
4615 ALAMEDA AVE
EL PASO, TX 79905

DR. MOHAMED ATAALLA
3612 PERA AVE.
EL PASO, TX 79905

DR. NICHOLAS BAIDA-
FRAGOSO
1900 DENVER AVE.
EL PASO, TX 79902

DR. DAN I. BLUNK
4800 ALBERTA AVE.
EL PASO, TX 79905

DR. DAVID BRIONES
4800 ALBERTA AVE.
EL PASO, TX 79905

DR. MARK C. BROWN
5005 N PIEDRAS ST.
EL PASO, TX 79920

DR. CHRISTOPHER
CASTANEDA
4615 ALAMEDA AVE.
EL PASO, TX 79905

DR. YAN YENG CHENG
4110 RIO BRAVO ST. EL
PASO, TX 79902

RESOLUTION

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

That the City Manager be authorized to sign a Professional Service Agreement for Psychological Examination and Services No. 2022-0215R for the Police Department by and between the City of El Paso and Integrity Employee Assistance, Inc., dba WellConnect, a Texas Corporation for a term of 36 months from the effective date of the Agreement and an option to extend for an additional 24 months, which may be exercised by the City Manager administratively, to be compensated on a per examination basis, for an estimated contract amount of \$133,800 for the initial term and an estimated additional \$89,200 if the option to extend is exercised.

APPROVED THIS _____ DAY OF _____ 20__.

CITY OF EL PASO:

Oscar Leaser, Mayor

ATTEST:


Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Assistant City Attorney

APPROVED AS TO CONTENT:



Claudia A. Garcia, Interim Director
Purchasing & Strategic Sourcing

APPROVED AS TO CONTENT:



Gregory Allen, Police Chief
Police Department

STATE OF TEXAS)
)
)
 COUNTY OF EL PASO)

**PROFESSIONAL SERVICE AGREEMENT
 FOR PSYCHOLOGICAL EXAMINATION
 SERVICES FOR THE POLICE
 DEPARTMENT**

This psychological examination services agreement (this "*Agreement*") is entered into this _____ day of _____, 20____ (the "*Effective Date*") by and between the City of El Paso, a home rule municipal corporation (the "*City*"), and Integrity Employee Assistance, Inc., dba WellConnect, a Texas Corporation, (the "*Company*" or "*Contractor*").

RECITALS

WHEREAS, the City desires to engage the Company to provide professional psychological examination services in accordance with all applicable laws and procedures; and

WHEREAS, psychological examination services are considered as professional services pursuant to Chapter 2254 of the Texas Government Code;

WHEREAS, the City selected Company to provide the professional services on the basis of Company's demonstrated competence and qualifications to perform the services for a fair and reasonable price through a request for qualifications No. 2022-0215R.

WHEREAS, Company is willing and able to perform said psychological examination services for the Police department; and

IN CONSIDERATION of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

SECTION I. TERM. The effective date of this Agreement is _____, 20____ and will remain in effect thereafter for 36 months from the effective date of this Agreement. The term has an option to extend for an additional 24 months pursuant the same terms and conditions, which may be extended by the City Manager.

SECTION II. SCOPE OF SERVICES. The Company hereby agrees to perform the psychological examination services in accordance with the scope of work and attached herein as *Exhibit A* and incorporated herein by reference on an as needed basis. The scope of services shall be referred to collectively as "*Services*." The Services shall include, but are not limited to, pre-employment, reinstatement psychological exams and fitness for duty evaluations for the Police department.

All services shall be performed with reasonable care, skill, and diligence as would be practiced by the medical and scientific community within the County of El Paso, Texas. The Services shall be conducted by a state licensed doctoral level psychologist or psychiatrist.

SECTION III. COMPLETION OF SERVICES. The Service Provider understands that time is of the essence in completing the Services. Results of the psychological examination shall be reported to the City within twenty one (21) calendar days upon completion of the examination. Additional time may be granted by the City's the Police Department Human Resources Manager on a case-by-case basis by the department upon written request from the contractor if extenuating circumstances exist.

SECTION IV. NON-EXCLUSIVE AGREEMENT. This Agreement is non-exclusive. The City shall be entitled to enter into other agreements for the Services with other properly selected individuals or businesses that qualify to provide the Services.

SECTION V. PRE-REQUISITE TO AGREEMENT. The Service Provider shall comply with applicable state and local licenses, certifications, and other qualification requirements as a prerequisite to entering into this Agreement.

SECTION VI. LOCATION OF PERFORMANCE. The Company shall perform the Services in the City and County of El Paso, Texas or such other place(s) as may be necessary to fulfill the terms of this Agreement.

SECTION VII. REPRESENTATIONS OF THE COMPANY. The Company represents, warrants, and agrees as follows:

- A. It will comply with all applicable federal, state and local governmental laws, rules, regulations and all provisions of the City of El Paso Charter and the El Paso City Code, now existing or as may be amended, in the performance of its duties under this Agreement.
- B. It shall obtain and pay for all licenses, permits and certificates required by any applicable statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the conduct of its operations hereunder. The Company warrants that it is duly authorized and licensed to perform its duties hereunder in each jurisdiction in which it will act. It further warrants that its employees, agents and subcontractors shall maintain all required profession licenses during the term of this Agreement. If the Company receives notice from a licensing authority of a suspension or revocation of a license of the Company's employee(s), agent(s) or subcontractor(s), the Company shall immediately remove such employee, agent or subcontractor from performing any further services under this Agreement until such license is reinstated and in good standing. If the Company fails to maintain such licenses or fails to remove any employee, agent or subcontractor who performs services under this Agreement whose license has expired or been revoked or suspended, the City shall be entitled, in its sole discretion, to immediately terminate this Agreement upon written notice to the Company.
- C. It warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona

fidc established commercial or selling agencies maintained by the Company for the purpose of securing business. For breach or violation of this warranty, the City shall have the right in addition to any other right or rights to cancel this Agreement without liability and to deduct from the Agreement price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

SECTION VIII. COMPENSATION AND METHOD OF PAYMENT. The City shall pay the Service Provider for each psychological examination at the rates set forth in the *Proposal Cost* attached hereto as *Exhibit B*. The Service Provider services shall be limited to those services delineated in the Section III of this Agreement.

It is understood and agreed that the City shall not be liable for any costs that exceed the amount of this Agreement without the prior written approval of the City Manager and compliance with applicable competitive bidding laws and City policies. Said approval must be obtained prior to the Service Provider commencing the services that will result in the cost overrun.

The parties acknowledge and agree that the award of this Agreement is dependent upon the availability of funding. In the event that funds do not become available, the Agreement may be terminated, with a 30-day written notice to the Service Provider by the City. In such an event, the City shall incur no penalty or charge.

The Service Provider shall submit a monthly invoice to the El Paso Police Human Resources Division for each month in which Services are performed pursuant to this Agreement. Invoices shall not be submitted more frequently than once per month. All invoices, including late fee interest, shall be paid in accordance to Texas Government Code Chapter 2251. Applicants and employees in receipt of the Services shall not be invoiced for the Services.

SECTION IX. INDEPENDENT CONTRACTOR RELATIONSHIP. Nothing herein shall be construed as creating a relationship of employer and employee between the parties hereto. The Service Provider agrees to be responsible for its own acts and omissions and those of its subordinates and employees in the performance of any material services under this Agreement. The Service Provider is an independent Service Provider and nothing contained herein shall constitute or designate the Service Provider or any of his employees as employees of the City. Neither the Service Provider nor his employees shall be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

SECTION X. MEDICAL RECORDS AND CONFIDENTIALITY OF RECORDS The Service Provider recognizes that all information and materials received in connection with this Agreement shall be kept in the strictest confidence. All examination records shall be City property for the life of this Agreement. The Service Provider shall keep the records for the life of this Agreement and shall follow the regulations according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all subsequent amendments. The Service Provider shall follow the Business Associate Agreement which attached hereto and incorporated to this Agreement through *Exhibit C*. Upon termination of this Agreement all records shall be transferred to the City within ten (10) business days of termination at the City's sole expense of such transfer.

SECTION XI. INSPECTIONS & AUDITS. The City shall have the right to perform, or cause to be performed: (1) audits of the books and records of the Company; and (2) inspections of all places where work is undertaken in connection with this Agreement. The Company shall be required to keep such books and records available for such purpose for at least five (5) years after its performance under this Agreement ceases. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

SECTION XII. OWNERSHIP. All files and documents generated by Company as a result of its activity under this Agreement shall remain at all times the property of the City.

SECTION XIII. INSURANCE REQUIREMENTS. With no intent to limit the Company's liability or the indemnification provisions set forth hereinafter, the Company shall provide and maintain the following insurance in full force and effect at all times during the term of this Agreement and any extensions thereto. The City shall be provided with certificates of insurance evidencing the required insurance prior to the Effective Date of this Agreement and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

A. INSURANCES

1. Worker's Compensation. A third-party policy of Workers' Compensation insurance coverage providing Statutory Benefits according to the Workers Compensation Act of the State of Texas and/or any other state or federal law as may be applicable to the work and shall cover all of the persons engaged in the work.

2. Commercial Liability, Property Damage Liability and Vehicle Liability Insurance. The Company shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Vehicle Liability Insurance as shall protect the Company and the Company's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from services performed under this Agreement, whether such services be performed by the Company or by anyone directly employed by the Company. The minimum limits of liability and coverage shall be as follows:

- a) **Commercial General Liability**
 - Personal Injury or Death**
\$1,000,000 for each person
\$1,000,000 in the aggregate
 - Property Damage**
\$1,000,000 for each occurrence
\$1,000,000 in the aggregate
- b) **Vehicle Liability**
 - Combined Single Limit**
\$1,000,000 per accident

B. ERRORS AND OMISSIONS LIABILITY INSURANCE. The Company shall procure and maintain, at the Company's sole expense, Professional Liability Insurance (Such as errors and omissions insurance) for the benefit of the City to cover the errors and omissions of the Company, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000) on a claims made basis.

C. FORM OF POLICIES. The insurance required herein may be in one or more policies of insurance, the form of which must be approved by the City's Risk Manager.

D. ISSUERS OF POLICIES. The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible, reputable, and have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the City's Risk Manager in his sole discretion as to conformance with these requirements.

E. INSURED PARTIES. Each policy, except those for Workers' Compensation and Employer's Liability, must name the City of El Paso (and their elected and appointed officials, officers, agents and employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this Agreement.

F. MATERIAL CHANGE IN POLICY(IES). Prior to any material change in any policy required herein, the City will be given sixty (60) days advance written notice by registered mail. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed twenty-five percent (25%) of the aggregate limits.

H. CANCELLATION. Each policy must expressly state that it may not be canceled or non-renewed unless sixty (60) days advance notice of cancellation or intent not to renew is given in writing to the City's Purchasing Director by the insurance company. The Company shall also give written notice to the City's Purchasing Director within fifteen (15) days of the date upon which total claims by any party against the Company reduce the aggregate amount of coverage below the amounts required by this Agreement.

I. DELIVERY OF POLICIES. The originals of all policies referred to above, or copies thereof certified by the agent or attorney-in-fact issuing them together with written proof that the premiums have been paid, shall be deposited by the Company with the City's Purchasing Director prior to beginning work under this Agreement, and thereafter before the beginning of each subsequent year of the term of this Agreement. Notices and Certificates required by this clause shall be provided to:

City of El Paso
Purchasing and Strategic Sourcing Department
Attn: Purchasing Director
300 N. Campbell
El Paso, Texas 79901

Notwithstanding the termination notice provisions in this Agreement, the failure of the Company to provide the City's Purchasing Director with the above proof of insurance prior to beginning work and

thereafter prior to the beginning of each year of the term of this Agreement, shall constitute a default on the part of the Company entitling the City, upon three (3) days written notice to the Company to terminate this Agreement. This default provision shall also apply to the proof of insurance requirements under circumstances where a policy is canceled or expires during a given year of the Agreement. Notwithstanding the proof of insurance requirements set forth above, it is the intention of the parties hereto that the Company, throughout the term of this Agreement, continuously and without interruption, maintain in force the required insurance coverage set forth above. Failure of the Company to comply with this requirement shall constitute a default of the Company allowing the City, at its option, to terminate this Agreement as referenced above.

SECTION XV. INDEMNIFICATION. The Company or its insurer shall indemnify, hold harmless, and defend the City, its elected officials, agents, employees, officers, directors and representatives of the City, individually or collective, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death of property damage, made upon the City directly arising out of, resulting from or related to the Company's activities under this Agreement for Third Party Claims Administration and Medical Cost Containment, including any act or omission by the Company, its agents, employees or subcontractors while in the exercise of performance of the rights or duties under this Agreement, all, without however, waiving and governmental immunity available to the City. 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 Company every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. In addition, the Company shall promptly advise the City in writing of any claim or demand against the City or the Company known to the Company related to or arising out of the Company's activities under this Agreement. The Company will: 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Company may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. The Company will pay all judgments finally establishing liability of the City in actions defended by the Company pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by the Company, and premiums on any appeal bonds. The City, at its election will have the right to participate in any such negotiations or legal proceedings to the extent of its interest without relieving Company of any of its obligations under this paragraph. The City will not be responsible for any loss of or damage to the Company's property from any cause.

SECTION XIV. TERMINATION OF AGREEMENT. This Agreement may be terminated under any one of the following circumstances:

A. TERMINATION FOR CONVENIENCE: This Agreement may be terminated by City for convenience upon written notice, provided such notice specifies an effective date for cancellation of

not less than thirty (30) calendar days from the date such notice is received. It is also understood and agreed that upon such notice of termination, the Company shall cease all services under this Agreement. Upon such termination, the Company shall provide a final invoice for all work completed prior to the City's notice of termination. The City shall compensate the Company in accordance with this Agreement; however, the City may withhold any payment to the Company for the purpose of set off until such time as the exact amount of damages due the City from the Company is determined. Nothing contained herein, or elsewhere in this Agreement, shall require the City to pay for any work which is unsatisfactory, incomplete or not in compliance with the terms of this Agreement and its attachments.

B. TERMINATION FOR DEFAULT: It is further understood and agreed by the Company and the City that either party may terminate this Agreement for cause. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate after thirty (30) consecutive calendar days, enumerating the failures for which the termination is being sought; b) a minimum of fifteen (15) consecutive calendar days to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination.

However, the City retains the right to immediately terminate this Agreement for default if the Company fails to maintain its licenses, certifications and other standards required to be a qualified Company pursuant and the laws of the State of Texas or violates any local, state or federal laws. In the event of termination by the City pursuant to this subsection, the City may withhold payments to the Company for the purpose of set off until such time as the exact amount of damages due the City from the Company is determined.

SECTION XV. GENERAL PROVISIONS.

A. TIME IS OF THE ESSENCE. The Company understands and agrees that time is of the essence for all services and deliverables requested herein and that all tasks of this Agreement are to be completed as expeditiously as possible.

B. ADVERTISING. Neither party will advertise or publish, without the other party's consent, the fact that the City has entered into this contract, except to comply with proper requests for information from an authorized representative of the federal, state, or local government.

C. SUCCESSOR AND ASSIGNS. The Company shall not assign or attempt to convey an interest in this Agreement without the prior written consent of the City. This Agreement shall be terminable, at the discretion of the City, without notice to the Company if the Company shall attempt to assign without prior written consent.

D. VENUE. For purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

E. LEGAL CONSTRUCTION. Every provision of this Agreement is severable, and if any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement. Where the context of the Agreement require, the singular shall include the plural and the masculine gender shall include feminine. Any reference to the City Manager in this Agreement shall mean the City Manager of the City of El Paso or his designee.

F. COMPLIANCE WITH LAW. The Company shall comply with all Federal, State and local laws and ordinances applicable to the work contemplated herein.

G. NOTICE. Any notice, demand, request, consent or approval that either party may or is required to provide to the other party be in writing and either personally delivered or sent via certified mail, return receipt requested, postage prepaid, to the following addresses:

CITY: City of El Paso
Attn: City Manager
P.O. Box 1890
El Paso, Texas 79950-1890

With Copy to: City of El Paso
Police Chief
911 N. Raynor Street
El Paso, TX 79903

COMPANY: Integrity Employee Assistance, Inc., dba WellConnect
Attn: Deborah Ontiveros
1600 Lee Trevino Ste C-7
El Paso, TX 79936

Changes may be made to the names and addresses noted herein through timely written notice to the other party.

H. FORCE MAJEURE. The Company shall not be responsible or liable for any loss, damages or delay caused by force majeure which is beyond the control of the parties to this Agreement, including but not limited to riot, insurrection, embargo, fire or explosion, the elements, acts of nature, epidemic, war, earthquake, flood or the official act of any government.

I. COMPLETE AGREEMENT. This Agreement constitutes and expresses the entire agreement between the parties hereto in reference to the services described in this Agreement for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in El Paso, Texas effective as of the first date appearing heretofore.

STATE OF TEXAS)
)
)
 COUNTY OF EL PASO)

**PROFESSIONAL SERVICE AGREEMENT
 FOR PSYCHOLOGICAL EXAMINATION
 SERVICES FOR THE POLICE
 DEPARTMENT**


(Signature page)

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 20____.

CITY
CITY OF EL PASO


 Tomás González
 City Manager

Contractor
**Integrity Employee Assistance, Inc.,
 dba WellConnect**



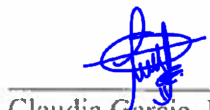
 Deborah Ontiveros
 President/Director

APPROVED AS TO FORM:



 Juan S. Gonzalez
 Sr. Assistant City Attorney

APPROVED AS TO CONTENT:



 Claudia Garcia, Interim Director
 Purchasing & Strategic Sourcing

APPROVED AS TO CONTENT:



 Gregory Allen, Police Chief
 Police Department

EXHIBIT A SCOPE OF WORK

I. Scope of Services and Method of Compensation

- A. Contractor will perform pre-employment psychological examinations (PEPE) on all candidates offered a conditional job offer for the police academy, individuals being considered for reinstatement (as applicable), and employees who are instructed to participate in a fitness for duty evaluation.
- B. The pre-employment psychological examination for police academy applicants and department reinstatements must be sufficient to determine if the individual is in satisfactory psychological and emotional health to perform the duties, accept the responsibilities and meet the qualifications established by the El Paso Police Department's job description (ATTACHMENT A) by assessing job-relevant, mental and emotional conditions that can interfere with safety and/or effectiveness of performance.
- C. The fitness for duty psychological examinations (FFDE) for current police employees will be requested at a time when the El Paso Police Department obtains objective evidence that an employee may be unable to safely and/or effectively perform defined duties seemingly due to a psychological condition or impairment. Fitness for Duty psychological examinations must be conducted in accordance with the El Paso Police Department's Psychological Fitness for Duty Evaluation Guidelines (ATTACHMENT B).
- D. All pre-employment and reinstatement psychological examinations for the El Paso Police Department shall include:
 - a. In preparation for the clinical interview, review relevant background information provided by the El Paso Police Department on each candidate.
 - b. Administer, supervise, and collect written test battery (MMPI-2), which is to include an objective and job-related psychological assessment, consistent with established test administration standards. Should contractor desire to utilize a different test battery other than the MMPI-2, contractor must receive written consent from the El Paso Police Department prior to doing so.
 - c. Retain responsibility to verify and interpret all written psychological test results in accordance with the publisher's recommendations.
 - d. A semi-structured, individual, face-to-face, clinical interview which allows sufficient time (30 minute minimum) to cover appropriate background, test results and clinical assessment.
 - e. If deemed necessary by and with prior approval of the EPPD HR Manager or designee, the face-to-face interviews may be conducted remotely via live video using telehealth platforms that meet current industry security and confidentiality requirements (HIPPA).
 - f. Follow-up, referral, and/or collateral interviews with relevant third parties, if deemed necessary by the psychologist.
- E. All psychological examinations must be conducted by a Psychologist or Psychiatrist licensed in the State of Texas, doctoral level (PhD, PsyD) psychologist or psychiatrist.
- F. The licensed physician conducting a pre-employment or reinstatement examination shall complete a L-3 examination form (ATTACHMENT C) as provided by the City on each individual and return the original L-3 form to the El Paso Police Department's Departmental Human Resources Manager.

- G. The licensed physician conducting the fitness for duty examination shall complete an evaluation report on each individual in accordance with the El Paso Police Department's Psychological Fitness for Duty Evaluation Guidelines (ATTACHMENT B), and return this form to the Departmental Human Resources Manager.
- H. City shall not pay for any additional testing conducted without City's prior authorization.
- I. To uphold ethical standards of practice, the contractor will:
 - a. Adhere to ethical principles and standards of psychological practice, throughout the totality of services with the El Paso Police Department.
 - b. Maintain professional duty to all parties in being fair, impartial, accurate and objective, along with honoring the parties' respective legal rights and interests.
 - c. Make provisions for the security and confidentiality of all testing materials including materials that may be presented electronically. Provisions should also be made for the security of, access to psychological reports and raw data, including information stored or transmitted electronically.
 - d. Ensure informed consent by providing the examinee with: psychological condition or impairment.

Fitness for Duty psychological examinations must be:

- i. An explanation of the nature and scope of the evaluation,
- ii. The limits of confidentiality, including any information, that may be disclosed to the employer without the examinee's authorization, iii. The party or parties who will receive the PEPE or FFDE report, and whether examinee will receive a report,
- iii. The potential disposition of the examination, including treatment recommendations, if applicable,
- iv. Other provisions consistent with legal and ethical standards for mental health evaluations conducted at the request of third parties.
- e. Maintain familiarity with employment law impacting the conduct of the PEPE's and FFDE's including but not limited to the American with Disabilities Act (ADA), along with other federal, state, and local laws applicable to employment practices.

II. General Information

- A. Each applicant shall provide Contractor with a waiver permitting Contractor to disclose to the Departmental Human Resources Manager or her designee the results of such tests as must be as administered to such applicant under the terms and conditions of this contract.
- B. Contractor shall perform all duties as specified under this contract with such reasonable care, skill and diligence as would be practiced by the medical and scientific community, as applicable, within the county of El Paso, Texas.
- C. The City will be obligated to honor a demand for payment for services rendered by the Contractor under the terms of this contract only if such demand for payment is made by the Contractor, and only if such demand for payment conforms to the rates for compensation as per award.
- D. Contractor shall ensure applicants and/or employees that undergo psychological exams are not in advertently billed for said exams.

Contractor shall perform services as expeditiously as possible, as per specifications and only as

specified by the terms and conditions in this contract. All psychological exam results (to include written exams and clinical interviews) must be provided to the Human Resources Manager within 21- calendar days from the day the department initially requested the exam. Additional time may be granted on a case-by-case basis by the department upon written request from the contractor if extenuating circumstances exist.

- E. At the termination of the contract, all medical records produced or obtained as a product of the contract will be forwarded to the City or such other place as the City may designate. All records will be forwarded within twenty-four (24) hours of contract termination.

III. Additional Requirements

- A. The bidder must specify the names and qualifications of all staff that will be performing or assisting with the examinations and provide confidentiality agreements for all staff.
- B. The contractor must be state of Texas licensed, doctoral level (PhD, PsyD) psychologist or psychiatrist, with expertise in clinical psychological assessment and testing, along with personnel evaluation using measures of normal personality characteristics, skills, and abilities. Contractor will provide the El Paso Police Department a copy of their documented education, training, and experience in the form of a curriculum vitae (CV).
- C. Relevant experience and training in psychological evaluations for public safety and membership in the International Association of Chiefs of Police (IACP) Psychological Services Section is preferred. Contractors without relevant experience and training in psychological evaluations for public safety must obtain training by the IACP related to law enforcement psychological services. Training is usually a two-day training at the IACP annual conference. Training must be completed within one year of the contract being in place. An extension of time, for bona fide reasons, may be granted by the El Paso Police Department following a written request by the contractor.

Should the bidder need to outsource or subcontract any portion of the examinations, the bidder must first obtain City approval and ensure there is no additional cost or hardship to the City.

IV. Invoicing

- a. The Contractor shall submit monthly invoices, in single copy, on each contract, within 15 days after the end of the billing cycle, to the El Paso Police Human Resources Division; Attention: Human Resources Manager. Invoices covering more than one contract will not be accepted.
- b. Invoices shall be itemized and all psychological examinations shall be listed separately.
- c. Invoices shall reflect the Contract Number and Purchase Order Number.
- d. Contractor shall designate a contact person to address billing issues.
- e. The Contact person will respond to billing issues within twenty-four (24) hours, and shall have the authority to respond by taking corrective action or making necessary adjustments, if needed.
- f. Do not include federal, state, or City sales tax. City shall furnish tax exemption certificate if requested.
- g. Discounts will be taken from the date of receipt of services or date of invoice, whichever is later.

- h. The City's obligation is payable only and solely from funds available for the purpose of this service. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to the Contractor by the City.
- i. Contractor shall advise the City of any changes in its remittance addresses.

EXHIBIT B
COMPENSATION

Fee Proposal

ITEM	DESCRIPTION	ESTIMATED ANNUAL QTY	UNIT FEE	EXTENDED TOTAL	3 - YEAR TOTAL
				(Estimated Annual Qty X Price)	(Estimated Total X 3)
1	Pre-employment Psychological Exams	150	\$ 245.00	\$36,750.00	\$110,250.00
2	Reinstatement Psychological Exams	10	\$ 245.00	\$ 2,450.00	\$ 7,350.00
3	Fitness for Duty Psychological Exams	12	\$ 450.00	\$ 5,400.00	\$ 16,200.00
Total				\$44,600.00	\$133,800.00

**EXHIBIT C
BUSINESS ASSOCIATE AGREEMENT**

STATE OF TEXAS)
)
COUNTY OF EL PASO) **HIPAA BUSINESS ASSOCIATE AGREEMENT**

THIS AGREEMENT is entered into on _____, 20____ by and between the CITY OF EL PASO, TEXAS ("CITY"), as the Covered Entity, and Integrity Employee Assistance, Inc., dba WellConnect, a Texas Corporation, ("BUSINESS ASSOCIATE") by and through their duly authorized officials, in order to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information ("PHI") and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, as amended from time to time (statute and regulations hereafter collectively referred to as "HIPAA"). Covered Entity and Business Associate may be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, CITY has engaged BUSINESS ASSOCIATE to perform psychological examination services for the Police Department through a Professional Service Agreement;

WHEREAS, CITY possesses individually identifiable health information that is defined in and protected under HIPAA, and is permitted to use or disclose such information only in accordance with HIPAA;

WHEREAS, BUSINESS ASSOCIATE may receive such information from CITY, or create and receive such information on behalf of CITY, in order to perform certain of the services or provide certain of the goods, or both; and

WHEREAS, CITY wishes to ensure that BUSINESS ASSOCIATE will appropriately safeguard individually identifiable health information;

NOW THEREFORE, CITY and BUSINESS ASSOCIATE agree as follows:

A. HIPAA Terms

1. **Definitions.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear, or as provided in (1)(h) to this Section.
 - a. **Agreement** shall refer to this document.

b. **Business Associate** means Integrity Employee Assistance, Inc., dba WellConnect, a Texas Corporation.

c. **HHS Privacy Regulations** shall mean the Code of Federal Regulations ("C.F.R.") at Title 45, Sections 160 and 164, in effect, or as amended.

d. **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term "individual" is defined in 45 C.F.R. 164.501.

e. **Information** shall mean any "health information" provided and/or made available by the CITY to BUSINESS ASSOCIATE, and has the same meaning as the term "health information" as defined by 45 C.F.R. 160.102.

f. **Parties** shall mean the CITY and BUSINESS ASSOCIATE.

g. **Secretary** shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.

h. **Catch-all definition:** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Part 160 and 164, in effect, or as amended: breach, data aggregation, designated record set, disclosure, health care operations, protected health information, required by law, subcontractor, and use.

2. **Limits on Use and Disclosure Established by Terms of Agreement.** BUSINESS ASSOCIATE hereby agrees that it shall be prohibited from using or disclosing the Information provided or made available by the CITY for any other purpose other than as expressly permitted or required by this Agreement (ref. 45 C.F.R. 164.504(c)(2)(i).)
3. **Stated Purposes for which BUSINESS ASSOCIATE May Use or Disclose Information.** The Parties hereby agree that BUSINESS ASSOCIATE shall be permitted to use and/or disclose Information provided or made available from CITY for the following stated purposes: To provide public health, research, and related support services (service) to the community of the CITY for the mutual benefit and general welfare of BUSINESS ASSOCIATE and the CITY (ref. 45 C.F.R. 164.504(e)(2)(i); 65 Fed. Reg. 82505.)
4. **Use of Information for Management, Administrative and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to use Information if necessary for the proper management and administration of BUSINESS

ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE. (ref. 45 C.F.R. 164.504(c)(4)(i)(A-B)).

5. **Disclosure of Information for Management, Administration and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to disclose Information received from CITY for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE, provided:

- a. The disclosure is required by law; or

- b. The BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the information has been breached. (ref. 45 C.F.R. 164.504(e)(4)(ii)).

6. **Data Aggregation Services.** BUSINESS ASSOCIATE is also permitted to use or disclose Information to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of CITY. (ref. 45 C.F.R. 164.504(e)(2)(i)(B)).

7. **BUSINESS ASSOCIATE OBLIGATIONS:**

- a. **Limits on Use and Further Disclosure Established by Agreement and Law.** BUSINESS ASSOCIATE hereby agrees that the Information provided or made available by the CITY shall not be further used or disclosed other than as permitted or required by the Agreement or as required by federal law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A)).

- b. **Appropriate Safeguards.** BUSINESS ASSOCIATE will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(B)).

- c. **Reports of Improper Use or Disclosure.** BUSINESS ASSOCIATE hereby agrees that it shall report to CITY **within two (2) days of discovery** any use or disclosure of Information not provided for or allowed by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(C)).

- d. **Subcontractors and Agents.** BUSINESS ASSOCIATE hereby agrees that any time Information is provided or made available to any subcontractors or agents, BUSINESS ASSOCIATE must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of Information as contained in this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(D)).
- (i) **45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2).** In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, BUSINESS ASSOCIATE agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree in writing to the same restrictions and conditions that apply through this Agreement to BUSINESS ASSOCIATE with respect to such Information.
- e. **Right of Access to Information.** BUSINESS ASSOCIATE hereby agrees to make available and provide a right of access to Information by an Individual. This right of access shall conform with and meet all of the requirements of Section 181.102 of the Texas Health and Safety Code, requiring that not later than the 15th business day after the date of the receipt of a written request from a person for the person's electronic health record, BUSINESS ASSOCIATE shall provide the requested record to the person in electronic form unless the person agrees to accept the record in another form, and with any further requirements of 45 C.F.R. 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(c)(2)(ii)(E)).
- f. **Correction of Health Information by Individuals.** BUSINESS ASSOCIATE shall, upon receipt of notice from the CITY, amend or correct protected health information (PHI) in its possession or under its control.
- g. **Amendment and Incorporation of Amendments.** BUSINESS ASSOCIATE agrees to make Information available for amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.504(e)(2)(ii)(F)).
- h. **Provide Accounting.** BUSINESS ASSOCIATE agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words "COVERED ENTITY" with BUSINESS

ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(G)).

- i. **Access to Books and Records.** BUSINESS ASSOCIATE hereby agrees to make its internal practices, books, and records relating to the use or disclosure of Information received from, or created or received by BUSINESS ASSOCIATE on behalf of the CITY, available to the Secretary or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations. (ref. 45 C.F.R. 164.504(e)(2)(ii)(H)).
- j. **Return or Destruction of Information.** At the termination of this Agreement, BUSINESS ASSOCIATE hereby agrees to adhere to Section B.3. of this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(I)).
- k. **Mitigation Procedures.** BUSINESS ASSOCIATE agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of Information in a manner contrary to this Agreement or the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(f)).
- l. **Sanction Procedures.** BUSINESS ASSOCIATE agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement of the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(e)(1)).
- m. **Subpart E of 45 C.F.R. Part 164.** To the extent BUSINESS ASSOCIATE is to carry out one or more of CITY'S obligations under Subpart E of 45 C.F.R. Part 164, BUSINESS ASSOCIATE shall comply with the requirements of Subpart E that apply to CITY in the performance of such obligation(s).
- n. **Prohibition against the Sale of Protected Health Information.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.153, and any amendments of that section.
- o. **Notice and Authorization Required for Electronic Disclosure of PHI.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.154, and any amendments of that section, regarding the requirement of providing notice to an Individual for whom the BUSINESS ASSOCIATE creates or receives protected health information if the Individual's PHI is subject to electronic disclosure.

- p. **State Law on Medical Records Privacy.** The BUSINESS ASSOCIATE shall abide by the requirements set forth in Texas Health and Safety Code Section 181.001 et. seq., and any amendments of that chapter.
- 8. **Property Rights.** The Information shall be and remain the property of the CITY. BUSINESS ASSOCIATE agrees that it acquires no title or rights to the Information, including any de-identified Information, as a result of this Agreement.
- 9. **Modifications.** The CITY and BUSINESS ASSOCIATE agree to modify this Business Associate Agreement, in order to comply with Administrative Simplification requirements of HIPAA, as set forth in Title 45, Parts 160 and 164, (Subparts A and E the "Privacy Rule" and Subparts A and C the "Security Rule") of the Code of Federal Regulations.
- 10. **Automatic Amendment.** Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, this Business Associate Agreement shall automatically amend such that the obligations imposed on BUSINESS ASSOCIATE as a Business Associate remain in compliance with such regulations.

B. Term and Termination

- 1. **Term.** The Term of this Agreement shall be effective as of the date this Agreement is executed and shall remain in effect for the same term as the Professional Services Agreement or shall terminate on the date covered entity terminates for cause as authorized in paragraph (B.2.) of this Section, whichever is sooner.
- 2. **Termination for Cause.** Upon the CITY's knowledge of a material breach by BUSINESS ASSOCIATE, the CITY shall:
 - a. Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation, and terminate if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by the CITY.
 - b. Immediately terminate the Business Associate Agreement if BUSINESS ASSOCIATE has breached a material term of this Business Associate Agreement and cure is not possible.
 - c. Notify the Secretary of HHS if termination is not possible.
- 3. **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, BUSINESS ASSOCIATE, with respect

to protected health information received from CITY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of CITY, shall:

- a. Retain only that protected health information which is necessary for BUSINESS ASSOCIATE to continue its proper management and administration or to carry out its legal responsibilities;
- b. Return to CITY, or, if agreed to by CITY, destroy, the remaining protected health information that the BUSINESS ASSOCIATE still maintains in any form and BUSINESS ASSOCIATE shall certify to the CITY that the Information has been destroyed;
- c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as BUSINESS ASSOCIATE retains the protected health information;
- d. Not use or disclose the protected health information retained by BUSINESS ASSOCIATE other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section 1.e and 1.f above, which applied prior to termination; and
- e. Return to CITY or, if agreed to by CITY, destroy, the protected health information retained by BUSINESS ASSOCIATE when it is no longer needed by BUSINESS ASSOCIATE for its proper management and administration or to carry out its legal responsibilities.
- f. Survival. The obligations of BUSINESS ASSOCIATE under this Section shall survive the termination of this Agreement.

C. Remedies. If CITY determines that BUSINESS ASSOCIATE has breached or violated a material term of this Agreement, CITY may, at its option, pursue any and all of the following remedies:

1. Exercise any of its rights of access and inspection under Section A.7.e. of this Agreement;
2. Take any other reasonable steps that CITY, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or
3. Terminate this Agreement immediately.

4. **Injunction.** CITY and BUSINESS ASSOCIATE agree that any violation of the provisions of this Agreement may cause irreparable harm to CITY. Accordingly, in addition to any other remedies available to CITY at law, in equity, or under this Agreement, in the event of any violation by BUSINESS ASSOCIATE of any of the provisions of this Agreement, or any explicit threat thereof, CITY shall be entitled to an injunction or other decree of specific performance with respect to such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages. The parties' respective rights and obligations under this Section C.4. shall survive termination of the Agreement.
5. **Indemnification.** To the extent allowed and not otherwise prohibited by Texas law, BUSINESS ASSOCIATE shall indemnify, hold harmless and defend CITY from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of BUSINESS ASSOCIATE in connection with the representations, duties and obligations of BUSINESS ASSOCIATE under this Agreement. The parties' respective rights and obligations under this Section 5 shall survive termination of the Agreement.

D. Miscellaneous

1. **Regulatory References.** A reference in this Agreement to a HIPAA section means the section as in effect or as amended.
2. **Amendment.** CITY and BUSINESS ASSOCIATE agree that amendment of this Agreement may be required to ensure that CITY and BUSINESS ASSOCIATE comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of protected health information. CITY may terminate this Agreement upon 60 days written notice in the event that BUSINESS ASSOCIATE does not promptly enter into an amendment that CITY, in its sole discretion, deems sufficient to ensure that CITY will be able to comply with such laws and regulations. This Agreement may not otherwise be amended except by written agreement between the parties and signed by duly authorized representatives of both parties.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.
4. **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either

party may change the address to which notices are sent by sending written notice of such change of address to the other party.

5.

CITY: City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79950-1890

COPY TO: City of El Paso
Police Chief
911 N. Raynor Street
El Paso, TX 79903

BUSINESS ASSOCIATE: Integrity Employee Assistance, Inc., dba WellConnect
Attn: Deborah Ontiveros
1600 Lee Trevino Ste C-7
El Paso, TX 79936

5. **Non-Waiver.** No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
6. **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
7. **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflict of laws, with venue in El Paso County, Texas.
8. **Compliance with Laws.** BUSINESS ASSOCIATE agrees that its obligations pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, BUSINESS ASSOCIATE reserves the right to notify CITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.

9. **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
10. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than CITY and BUSINESS ASSOCIATE, and their respective successors and assigns, any rights, obligations, remedies or liabilities.
11. **Entire Agreement; Counterparts.** This Agreement constitutes the entire Agreement between CITY and BUSINESS ASSOCIATE regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

(Signatures follow on next page)

STATE OF TEXAS)
)
 COUNTY OF EL PASO)

HIPAA BUSINESS ASSOCIATE AGREEMENT

Signature Page

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the _____ day of _____, 20____.

CITY OF EL PASO

Claudia Garcia, Interim Director
 Purchasing & Strategic Sourcing

BUSINESS ASSOCIATE

Deborah Ontiveros
 President/Director

APPROVED AS TO FORM:

Juan S. Gonzalez
 Sr. Assistant City Attorney

APPROVED AS TO CONTENT:

Gregory Allen, Police Chief
 Police Department



Legislation Text

File #: 22-912, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

Districts 1, 2, 3, 4, 7, 8

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

AGENDA LANGUAGE:

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

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

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

AGENDA DATE: July 19, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ellen A. Smyth, P.E., Chief Transit and Field Operations Officer (915) 212-6000

DISTRICT(S) AFFECTED: 1, 2, 3, 4, 7, 8

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

SUBGOAL:

SUBJECT:

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

BACKGROUND / DISCUSSION:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Environmental Services Department

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:



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

ATTACHMENT A

SOLID WASTE LIENS

July 19, 2022

Address	Owner of Record	Amount	District
4424 Thrush Way	Lopez Jesus M	\$339.00	1
5708 Maurice Bell Dr.	Sepulveda Mario G	\$348.00	1
6101 Valley Dr.	Davalos Anna	\$316.50	1
6217 Patria St.	Gonzalez James	\$347.00	1
330 Belva Way	Krieger Charles R	\$392.28	1
8570 Comet St.	Casas Diamantina LLC	\$401.00	2
8617 Mount Shasta	Montano Concepcion R	\$395.50	2
8751 Neptune St.	Avila-Aragon Inc	\$333.50	2
5812 Macias St.	Corchado Octaviano & Ofelia	\$267.93	2
10948 Montana Ave.	Lamina Investments Inc	\$595.50	3
7365 Mesquite Flor Dr.	Perez Marcello	\$332.00	4
9111 Dyer	Cole Ab El Paso TX LLC C/O Supervalu-Property Tax	\$395.00	4
10608 Murphy St.	Davids Frederick J & Eva M	\$333.50	4
10770 Dyer St.	Circle K Stores Inc C/O Hammock Roseann	\$336.00	4
10436 Orpheus Dr.	El Paso Housing Authority	\$329.50	4
9341 Leonardo Ave.	Escobar Andres	\$391.00	7
5649 Star View Dr.	Punto Living LLC	\$338.00	8

RESOLUTION

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

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

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

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

330 Belva Way, more particularly described as Lot 1 & W 1/2 Of 2
(25726 Sq Ft), Block 3, La Sierra Vista Subdivision, City of El Paso,
El Paso County, Texas, PID #L071-999-0030-0100

to be \$392.28, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 27th day of June, 2019, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED NINETY TWO AND 28/100 DOLLARS (\$392.28) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20____.

CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:

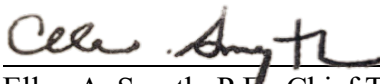
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, P.E., Chief Transit & Field
Operations Officer
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

 This instrument was acknowledged before me on this _____ day of _____,
20____, by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

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

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

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

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

4424 Thrush Way, more particularly described as Lot 18, Marwood
Replat Subdivision, City of El Paso, El Paso County, Texas, PID
#M141-999-0000-1800

to be \$339.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 18th day of February, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY NINE AND 00/100 DOLLARS (\$339.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20__.


CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:

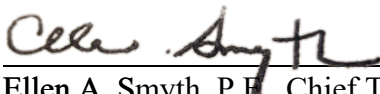
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, P.E., Chief Transit & Field
Operations Officer
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

 This instrument was acknowledged before me on this _____ day of _____,
20____, by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

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

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

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

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

5649 Star View Dr, more particularly described as Lot 5 (16544.00 Sq Ft), Block 3, Morning Star Estates #1 Subdivision, City of El Paso, El Paso County, Texas, PID #M791-999-0030-0500

to be \$338.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 10th day of March, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUDNRED THIRTY EIGHT AND 00/100 DOLLARS (\$338.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20____.


CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, P.E., Chief Transit & Field
Operations Officer
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

 This instrument was acknowledged before me on this _____ day of _____,
20____, by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

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

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

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

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

5708 Maurice Bell Dr, more particularly described as Lot 17 (Exc Sely Pt) (23369.62 Sq Ft), Block 1, Valle Verde Subdivision, City of El Paso, El Paso County, Texas, PID #V127-999-0010-4900

to be \$348.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th day of April, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY EIGHT AND 00/100 DOLLARS (\$348.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20____.


CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, P.E., Chief Transit & Field
Operations Officer
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

 This instrument was acknowledged before me on this _____ day of _____,
20____, by Oscar Leeser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

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

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

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

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

5812 Macias St, more particularly described as Lot 21 (4173.00 SQ FT), Howell Subdivision, City of El Paso, El Paso County, Texas, PID #H796-999-0010-3300

to be \$267.93, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 28th day of November, 2016, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount TWO HUNDRED SIXTY SEVEN AND 93/100 DOLLARS (\$267.93) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20____.

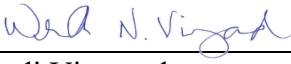
CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, P.E., Chief Transit & Field
Operations Officer
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

 This instrument was acknowledged before me on this _____ day of _____,
20____, by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

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

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

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

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

6101 Valley Dr, more particularly described as Lot 33 (16177.60 Sq Ft), Block 1, Villa Espanola #1 Subdivision, City of El Paso, El Paso County, Texas, PID #V666-999-0010-3300

to be \$316.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of April, 2021, and approves the costs described herein.

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 20__.


CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, P.E., Chief Transit & Field
Operations Officer
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

 This instrument was acknowledged before me on this _____ day of _____,
20____, by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

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

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

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

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

6217 Patria St, more particularly described as Lot 24 (7667.00 Sq Ft), Block 6, Borderland Heights #4 Subdivision, City of El Paso, El Paso County, Texas, PID #B690-999-0006-2400

to be \$347.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of March, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY SEVEN AND 00/100 DOLLARS (\$347.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20____.

CITY OF EL PASO:


Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

1. APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Wendi Vineyard
Assistant City Attorney



Ellen A. Smyth, P.E., Chief Transit & Field
Operations Officer
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

 This instrument was acknowledged before me on this _____ day of _____,
20____, by Oscar Leeser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

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

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

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

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

7365 Mesquite Flor Dr, more particularly described as Lot 97
(4960.95 Sq Ft), Block 8, Mesquite Hills Subdivision, City of El
Paso, El Paso County, Texas, PID #M395-999-0080-0970

to be \$332.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 18th day of March, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY TWO AND 00/100 DOLLARS (\$332.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20____.


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, P.E., Chief Transit & Field
Operations Officer
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

 This instrument was acknowledged before me on this _____ day of _____,
20____, by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

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

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

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

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

8570 Comet St, more particularly described as N 138 Ft Of 129,
Sunrise Acres #1 Subdivision, City of El Paso, El Paso County,
Texas, PID #S912-999-001F-4000

to be \$401.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 19th day of March, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED ONE AND 00/100 DOLLARS (\$401.00) to be a lien on the above described property, said amount being due and payable within ten (10) days

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

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

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

PASSED AND APPROVED this _____ day of _____, 20____.

CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, P.E., Chief Transit & Field
Operations Officer
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

 This instrument was acknowledged before me on this _____ day of _____,
20____, by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

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

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

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

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

8617 Mount Shasta Dr, more particularly described as Lot 1085
(7134 Sq Ft), Block 41, Mountain View Subdivision, City of El
Paso, El Paso County, Texas, PID #M851-999-0410-9500

to be \$395.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 3rd day of March, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED NINETY FIVE AND 50/100 DOLLARS (\$395.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20____.


CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:

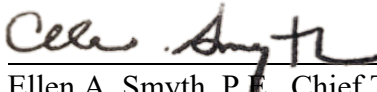
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, P.E., Chief Transit & Field
Operations Officer
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

 This instrument was acknowledged before me on this _____ day of _____,
20____, by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

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

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

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

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

8751 Neptune St, more particularly described as S 62 Ft Of N 122
Ft Of E 98 Ft Of 272 (6076 Sq Ft), Sunrise Acres #1 Subdivision,
City of El Paso, El Paso County, Texas, PID #S912-999-001J-8600

to be \$333.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 24th day of March, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY THREE AND 50/100 DOLLARS (\$333.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20____.


CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, P.E., Chief Transit & Field
Operations Officer
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

 This instrument was acknowledged before me on this _____ day of _____,
20____, by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

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

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

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

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

9111 Dyer St, more particularly described as Lot 2 (Exc Nely Pt)
(187673.00 Sq Ft), Block 2-A, Castner Heights Subdivision, City of
El Paso, El Paso County, Texas, PID #C231-999-002A-5100

to be \$395.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 17th day of February, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED NINETY FIVE AND 00/100 DOLLARS (\$395.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20__.


CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, P.E., Chief Transit & Field
Operations Officer
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

 This instrument was acknowledged before me on this _____ day of _____,
20____, by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

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

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

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

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

9341 Leonardo Ave, more particularly described as Tr 137 (5150 Sq Ft), North Valumbrosa #2 Subdivision, City of El Paso, El Paso County, Texas, PID #N525-999-0010-6200

to be \$391.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 10th day of February, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED NINETY ONE AND 00/100 DOLLARS (\$391.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20____.

CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, P.E., Chief Transit & Field
Operations Officer
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

 This instrument was acknowledged before me on this _____ day of _____,
20____, by Oscar Leeser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

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

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

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

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

10436 Orpheus Dr, more particularly described as Lot 29 (6187 Sq Ft), Block 9, Apollo Heights Subdivision, City of El Paso, El Paso County, Texas, PID #A642-999-0090-5700

to be \$329.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 29th day of May, 2018, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY NINE AND 50/100 DOLLARS (\$329.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20__.


CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, P.E., Chief Transit & Field
Operations Officer
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

 This instrument was acknowledged before me on this _____ day of _____,
20____, by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

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

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

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

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

10608 Murphy St, more particularly described as Lot 5, Block 2,
Sarah Anne Park Subdivision, City of El Paso, El Paso County,
Texas, PID #S161-999-0020-0500

to be \$333.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 17th day of February, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY THREE AND 50/100 DOLLARS (\$333.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20____.


CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, P.E., Chief Transit & Field
Operations Officer
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

 This instrument was acknowledged before me on this _____ day of _____,
20____, by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

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

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

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

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

10770 Dyer St, more particularly described as Tr 2-B-2 (0.517 Ac),
Block 80, Tps 1 Sec 32 T & P Surv Subdivision, City of El Paso, El
Paso County, Texas, PID #X580-999-1320-0213

to be \$336.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 24th day of March, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY SIX AND 00/100 DOLLARS (\$336.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20____.


CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, P.E., Chief Transit & Field
Operations Officer
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

 This instrument was acknowledged before me on this _____ day of _____,
20____, by Oscar Leeser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

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

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

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

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

10948 Montana Ave, more particularly described as Tr 1-A (2.6129 Ac), Block 80, TSP 2 SEC 36 T & P SRUV Subdivision, City of El Paso, El Paso County, Texas, PID #X580-999-236A-0100

to be \$595.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 7th day of April, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED NINETY FIVE AND 50/100 DOLLARS (\$595.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2021.

CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Leslie B. Jean-Pierre
Assistant City Attorney

Ellen A. Smyth, P.E., Chief Transit & Field
Operations Officer
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2021,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000



Legislation Text

File #: 22-921, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218

Libraries, Norma Martinez, (915) 212-3200

AGENDA LANGUAGE:

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

The linkage to the strategic plan is subsection 4.2 - Create innovative recreational, educational and cultural programs.

Award Summary:

That the City Manager be authorized to sign Consent to Assignment of Contract from Recorded Books Inc., (Assignor) to OverDrive, Inc. ("Assignee") with respect to the City of El Paso's Contract No. 2017-926R for Digital Provider and Access Platform (Re-bid).

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

AGENDA DATE: July 19, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Norma Martinez, Director of Library Services (915) 212-3200
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-1218

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 City Manager be authorized to sign Consent to Assignment of Contract 2017-926R Digital Provider and Access Platform (Re-bid) from Recorded Books, Inc to Overdrive, Inc.

BACKGROUND / DISCUSSION:

Contract 2017-926R Digital Provider and Access Platform (Re-bid) for the Library was approved on July 25, 2017 and is effective for a five (5) year term and two (2) year- options to extend.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

N/A

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

Motion to award contract 2017-926R was made by City Council on July 25, 2017.

AMOUNT AND SOURCE OF FUNDING:

Funding Source: General Funds
Account: 453-53010-1000-531030

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Library

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

2017-926R Digital Provider and Access Platform (Re-bid)

Revised 2/23/2022-V2 – Previous Versions Obsolete

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

DEPARTMENT HEAD:

Norma P. Martinez

Norma Martinez -Director of Library Services

COUNCIL PROJECT FORM

(CONSENT TO ASSIGNMENT)

Please place the following Item on the **CONSENT** agenda (under **RESOLUTIONS**) for the Council Meeting of **July 19, 2022.**

STRATEGIC GOAL: NO. 4 Enhance El Paso's Quality of Life through Recreational, Cultural, and Educational Environments

The linkage to the strategic plan is subsection 4.2 – Create innovative recreational, educational and cultural programs.

Award Summary:

That the City Manager be authorized to sign Consent to Assignment of Contract from Recorded Books Inc., (Assignor) to OverDrive, Inc. ("Assignee") with respect to the City of El Paso's Contract No. 2017-926R for Digital Provider and Access Platform (Re-Bid)

RESOLUTION

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

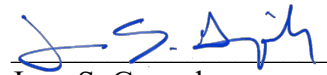
THAT the City Manager be authorized to sign Consent to Assignment of Contract from Recorded Books, Inc. (Assignor) to OverDrive, Inc. (“Assignee”) with respect to the City of El Paso’s Contract No. 2017-926R for Digital Provider and Access Platform (Re-bid).

APPROVED this ____ day of _____ **2022.**

CITY OF EL PASO

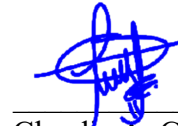
Oscar Leoser
Mayor

APPROVED AS TO FORM:



Juan S. Gonzalez
Assistant City Attorney

APPROVED AS TO CONTENT:



Claudia A. Garcia
Interim Director of Purchasing and Strategic
Sourcing Department

STATE OF TEXAS)
)
COUNTY OF EL PASO)

**CONSENT TO ASSIGNMENT OF
CONTRACT NO. 2017-926R**

This Consent to Assignment is executed this _____ day of _____, 2022, by and between the City of El Paso, Recorded Books, Inc (“Assignor”) and OverDrive, Inc. (“Assignee”).

WHEREAS, on July 24, 2017 the City of El Paso (City) entered into Contract No. 2017-926R with Assignor to provide Digital Provider and Access Platform (Re-bid), for an initial term of five (5) years which is fully incorporated herein by reference to provide such parts to the City;

WHEREAS, the Assignor was acquired by Assignee;

WHEREAS, Assignor has requested that the City approve an assignment of the Contract to Assignee;

WHEREAS, the Contract provides that it is not assignable without the consent of the City;

WHEREAS, Assignee has agreed to be responsible for all duties and obligations under the Contract; and

WHEREAS, the City agrees to the assignment of all rights, duties and obligations encompassed in the Contract to Assignee;

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. The City consents to the assignment of the rights, duties and obligations under the contract to Assignee.
2. Assignee agrees to assume and perform all duties, obligations and responsibilities under the contract.
3. All terms and conditions of the contract shall remain in full force and effect.

(Signature Page to follow)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

**CONSENT TO ASSIGNMENT OF
CONTRACT NO. 2017-926R**

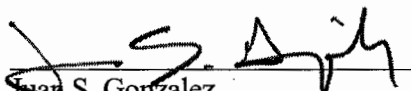
(Signature Page)

EXECUTED this the _____ day of _____, 2022

THE CITY OF EL PASO

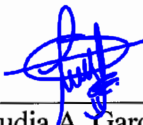
Tomas Gonzalez
City Manager

APPROVED AS TO FORM:




Juan S. Gonzalez
Assistant City Attorney

APPROVED AS TO CONTENT:



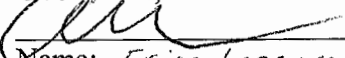
Claudia A. Garcia
Interim Director of Purchasing and Strategic
Sourcing Department

ASSIGNOR:
Recorded Books, Inc.



Name: Ed Longo
Title: COO

ASSIGNEE:
OverDrive, Inc.



Name: Erica Lazzaro
Title: EVP + General Counsel

**MOTION
JULY 25, 2017**

Motion made by Mayor Pro Tempore Noe, seconded by Representative Ordaz Perez, and unanimously carried to **AWARD** Solicitation No. 2017-926R Digital Content Provider and Access Platform (Re-Bid) to Baker & Taylor, LLC, Overdrive, Inc., Midwest Tape, Inc., and Recorded Books Inc. for a total estimated award of \$2,875,000.00. The award is to include a two (2) 2-year optional amount of \$2,300,000.00 for a total nine (9) year award of \$5,175,000.00.

Department:	Libraries
Vendor #1:	Baker & Taylor, LLC Charlotte, NC
Item(s):	Group 1
Option:	2 - two-year option
Annual Estimated Award:	\$100,000.00
Initial Term Estimated Award:	\$500,000.00 (5 years)
Total Estimated Award:	\$900,000.00 (9 years)
Vendor #2:	Overdrive, Inc. Cleveland, OH
Item(s):	Group 1
Option:	2 - two-year option
Annual Estimated Award:	\$200,000.00
Initial Term Estimated Award:	\$1,000,000.00 (5 years)
Total Estimated Award:	\$1,800,000.00 (9 years)
Vendor #3:	Midwest Tape, Inc. Holland, OH
Item(s):	Groups 2 & 3
Option:	2 - two-year option
Annual Estimated Award:	\$200,000.00
Initial Term Estimated Award:	\$1,000,000.00 (5 years)
Total Estimated Award:	\$1,800,000.00 (9 years)
Vendor #4:	Recorded Books Inc. Prince Frederick, MD
Item(s):	Group 4
Option:	2 - two-year option
Annual Estimated Award:	\$75,000.00
Initial Term Estimated Award:	\$375,000.00 (5 years)
Total Estimated Award:	\$675,000.00 (9 years)
Total Annual Amount:	\$575,000.00
Total Initial Term Award:	\$2,875,000.00 (5 years)
Total Estimated Award:	\$5,175,000.00 (9 years)
Account No.:	453 – 53010 – 1000 - 531030
Funding Source:	General Fund – Publications & Subscriptions

This is a Request for Proposal, service contract.

The Purchasing & Strategic Sourcing and Library Departments recommend award as indicated to Baker & Taylor, LLC., Overdrive, Inc., Midwest Tape, Inc., and Recorded Books, Inc., the highest ranked proposers based on evaluation factors established for this procurement. In accordance with this award the City Manager or designee is authorized to exercise future options if needed.

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

Purchasing and Strategic Sourcing and Library Departments recommend Countrywatch, Inc. be deemed non-responsive because they did not submit a proposal for evaluation.

Purchasing and Strategic Sourcing and Library Departments recommend EBSCO Industries, Inc. and ProQuest, LLC be deemed non-responsive because they did not submit a proposal for all items in Group 1.

Laura D. Prine, Interim City Clerk

19.1



June 3, 2022

Venessa Lagunas
Procurement Analyst
Purchasing & Strategic Sourcing Dept.
300 N. Campbell, 1st Floor
El Paso, TX 79901

Dear Venessa Lagunas

Please allow this correspondence to confirm that, in June of 2020, OverDrive, Inc. acquired the assets of RBmedia's library business, including the RBdigital platform in North America, the United Kingdom, and Australia. The customer contracts and accounts receivable of RBmedia were included in this asset acquisition.

Please feel free to contact me with any questions.

Sincerely,

DocuSigned by:
Erica Lazzaro
5DF276BA527A480...
Erica Lazzaro

Executive Vice President, Publisher Services & General Counsel
OverDrive, Inc.

elazzaro@overdrive.com

(216) 573-6886 x1409

www.overdrive.com



Legislation Text

File #: 22-924, 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

Animal Services Department, Terry Kebschull, (915) 212-7297

AGENDA LANGUAGE:

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

A Resolution authorizing the City Manager to sign an agreement between the City of El Paso and the El Paso Veterinary Medical Association (EPVMA) for the City of El Paso to transfer \$95,000 to the EPVMA to promote overall community health by increasing spaying and neutering pets to promote a healthy and sustainable animal community in the City.

RESOLUTION

WHEREAS, the City of El Paso and the El Paso Veterinary Medical Association (“EPVMA”) desire to work together to provide veterinary needs to pet owners who need financial assistance; and

WHEREAS, the Animal Services Department of the City of El Paso recently received \$95,000 from the Petco Love to support pet owners with the cost of veterinary needs; and

WHEREAS, many of the veterinarians practicing in the City of El Paso are members of EPVMA; and

WHEREAS, one of the missions of the EPVMA is to support cross-organization animal programs that benefit the entire community; and

WHEREAS, the City of El Paso wishes to transfer \$95,000 to the EPVMA to support pet owners with the cost of veterinary needs in order to benefit the community.

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

THAT the City Manager be authorized to sign an Agreement between the CITY OF EL PASO and the EL PASO VETERINARY MEDICAL ASSOCIATION (EPVMA) for the City of El Paso to transfer \$95,000 to EPVMA to assist pet owners with the cost of veterinary needs.

(Signatures on the following page)

APPROVED this ____ day of _____, 2022.

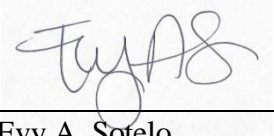
CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Evy A. Sotelo
Assistant City Attorney

APPROVED AS TO CONTENT:



Terry K. Kebsgull
Animal Services Department

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

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON(S) NAME AND PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

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.

BACKGROUND / DISCUSSION:

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

PRIOR COUNCIL ACTION:

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

AMOUNT AND SOURCE OF FUNDING:

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

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ____ YES ____ NO

PRIMARY DEPARTMENT:

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:

Lory K Keboohull

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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-940, Version: 2

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

Members of the City Council, Representative Claudia L. Rodriguez, (915) 212-0006

AGENDA LANGUAGE:

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

Barbara Candelaria to the Animal Shelter Advisory Committee by Representative Claudia L. Rodriguez, District 6.



Board Appointment Form

Submitted On: Jul 12, 2022, 10:25AM MDT

City Clerk

Appointing Office	Representative District 6
Type of Agenda	Consent
Date of Council Meeting	Tuesday, July 19, 2022
Agenda Posting Language	Re-Appointment of Barbara Candelaria to the Animal Shelter Advisory Committee by Representative Claudia I. Rodriguez, District 6.
Name of Board/Committee/Commission	Animal Shelter Advisory Committee
Appointment Type	Regular
Special Qualification Category (if applicable)	
Nominated By	Representative Claudia Rodriguez
Nominee Name	Barbara Candelaria
Nominee Email Address	
Nominee Mailing Address	
Zip Code	
Nominee Primary Phone Number	
Does the proposed appointee have a relative working for the city?	NO
Has appointee been a member of other city boards / commissions / committees?	YES
If so, please provide names and dates.	ASAC 2014-2018: Not re-appointed but continued to serve based on Bylaws.
List all real estate owned by appointee in El Paso County (by address, if none, enter 'N/A')	N/A
Who was the last person to have held the position before it became vacant?	Barbara Candelaria
Incumbent Expiration Date	June 22, 2018
Reason person is no longer in office	Term Expired
Date of Appointment	July 19, 2022
Term begins on	June 28, 2022
Expiration Date of New Appointee	June 23, 2026
Term	2nd Term
Upload File(s)	B Candelaria Resume.pdf

Barbara M Candelaria

Energetic professional with experience in team building, event coordination and budget concerns for mission-oriented organizations. Expertise in connecting clients and providers that care for diverse and underserved populations.

Core Knowledge & Skills:

Relationship Building with Community Service Providers
Staff Training | Procedure Development | Team Leadership
Creative Problem Solving | Community Outreach

PROFESSIONAL EXPERIENCE

El Paso Saddleblanket Co.

2012 to Present

Sales Associate – Customer Relations

Provide Customer Services daily while conducting Internet, phone, and in store furniture transactions both wholesale and retail. Organizing and staging inventory.

Montwood High School

Educator

2000-2012

US History, World History, Health, and Physical Education to include:
Coaching 9th grade basketball, assistant wrestling coach, involved in the Montwood volleyball camp.

Socorro Independent School District and El Paso Independent School District

Educator

1984-1999

Physical Education and History, Kindergarten thru 12th grade.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-946, Version: 2

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Elvira Stephanie Frias to the Animal Shelter Advisory Committee by Representative Cissy Lizarraga, District 8.



Board Appointment Form

Submitted On: Jul 13, 2022, 11:27AM MDT

City Clerk

Appointing Office	Representative District 8
Type of Agenda	Consent
Date of Council Meeting	Tuesday, July 19, 2022
Agenda Posting Language	Re-appointment of Stephanie Frias to the Animal Shelter Advisory Committee by Representative Cissy Lizarraga, District 8
Name of Board/Committee/Commission	Animal Shelter Advisory Committee
Appointment Type	Regular
Special Qualification Category (if applicable)	N/A
Nominated By	Representative Cissy Lizarraga
Nominee Name	Elvira Stephanie Frias
Nominee Email Address	
Nominee Mailing Address	
Zip Code	
Nominee Primary Phone Number	
Does the proposed appointee have a relative working for the city?	NO
Has appointee been a member of other city boards / commissions / committees?	NO
List all real estate owned by appointee in El Paso County (by address, if none, enter 'N/A')	N/A
Who was the last person to have held the position before it became vacant?	Elvira Stephanie Frias
Incumbent Expiration Date	June 27, 2022
Reason person is no longer in office	Term Expired
Date of Appointment	July 19, 2022
Term begins on	June 28, 2022
Expiration Date of New Appointee	June 22, 2026
Term	2nd Term
Upload File(s)	Resume - Frias, Elvira Stephanie - ASAC.docx

SKILLS SUMMARY

Native/bilingual proficiency: English and Spanish; office management; public speaking; presentation skills; leading meetings; team leadership; writing proposals; event planning; recruiting skills; educational counselor; interpersonal and communication skills

PROFESSIONAL EXPERIENCE

New York Life Insurance Company Dates Employed: May 2015-Present
303 N. Oregon St. Suite 1100
El Paso, TX 79901
Financial Services Professional
Supervisor: Pablo Magdaleno

- Established Licensed agent in the state of Texas, New Mexico and Wisconsin
- Assist clients with their financial goals with their life insurance needs, retirement, asset protection, and college planning.
- Preferred vendor for The El Paso Municipal Police Officer's Association, El Paso Associates-Fire Fighters 51, and National Border Patrol Council Local 1929
- Conduct educational sessions for life insurance and retirement planning

The University of Texas at El Paso Dates Employed: May 2014 – June 2015
Educational Talent Search
500 W. University Ave
El Paso, TX 79968
Student Dev. Specialist II/Administrative Assistant
Supervisor: Karina Espino, (915) 740-5414

Provided Administrative office work to staff members, from hiring to coordinating educational events. I acted as an educational and vocational counselor to qualified youth at participating schools.

- Assisted students with college admission, financial aid and scholarship processes in order to facilitate the completion of related applications and forms.
- Served as a test administrator for students at selected schools
- Provided academic support and tracked each students' progress in order to ensure student attained a high school diploma and successfully enrolled in a college or University.
- Reconciled program's grant account and monitored account activity
- Developed and implemented plans to recruit program participants in target schools
- Assisted in planning and implementing educational events, workshops, and field trips

- Managed Student Access Database System and input educational survey's and attendance sheets
- Supervised student workers

El Paso County

Dates Employed: November 2012 – May 2014

District Attorney's Office

500 E. San Antonio Ave. #201

El Paso, TX 79901

Office Specialist

Supervisor: Lizette Rodriguez, (915) 546-2059

Performed data entry of files for El Paso, Hudspeth and Culberson counties. Instrumental in the coordination of Grand Jury processes for El Paso, Hudspeth and Culberson counties.

- In charge of data entry of felony cases using JIMS and Odyssey database systems
- Created and drafted felony indictments for the Assistant District Attorney's
- Translated statements in Spanish into English for Assistant District Attorney's
- Instrumental in the coordination of Grand Jury processes for El Paso's 34th, 120th, and 168th District Courts
- Conducted telephone calls to law enforcement agencies to request felony cases expected
- Assisted in the archiving of subpoenas and medical records

EDUCATION

B.A. COMMUNICATION STUDIES, 2012

(45 semester hours in public speaking)

The University of Texas at El Paso

El Paso, TX

GPA: 3.7/4.0

Honors: Cum Laude

Women's Glee Club Choir

VOLUNTEER WORK

- **Law N' Paws** **04/2017- Present**
 - Volunteer for various adoption/fundraising events
 - Procured a New York Life "Volunteers for Good" Grant
- **The University of Texas at El Paso** **06/2008- 04/2015**
 - NASA Space Day
 - Border Security Conference
 - BEEMS Conference
 - Women's History Month Conference
 - UTEP Celebrates
 - Texas Success Initiative (TSI)
 - UTEP Maes/Shpe Science and Engineering Extravaganza

HONORS, AWARDS, CERTIFICATES

- Dean's List: Fall 2008, Fall 2009, Spring 2010, Fall 2010, Spring 2011, Fall 2011
– For extraordinary academic achievement
- QPR Gatekeeper Program Certificate; November 2014



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-939, Version: 2

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Ryann Fierro to the Bicycle Advisory Committee by Representative Cassandra Hernandez, District 3.



Board Appointment Form

Submitted On: Jul 12, 2022, 04:47PM MDT

City Clerk

Appointing Office	Representative District 3
Type of Agenda	Consent
Date of Council Meeting	Tuesday, July 19, 2022
Agenda Posting Language	Appointment of Ryann Fierro to the Bicycle Advisory Committee by Representative Cassandra Hernandez, District 3
Name of Board/Committee/Commission	Bicycle Advisory Committee
Appointment Type	Regular
Special Qualification Category (if applicable)	
Nominated By	Representative Cassandra Hernandez
Nominee Name	Ryann Fierro
Nominee Email Address	
Nominee Mailing Address	
Zip Code	
Nominee Primary Phone Number	
Does the proposed appointee have a relative working for the city?	NO
Has appointee been a member of other city boards / commissions / committees?	NO
List all real estate owned by appointee in El Paso County (by address, if none, enter 'N/A')	
Who was the last person to have held the position before it became vacant?	Ryann Fierro
Incumbent Expiration Date	June 30, 2022
Reason person is no longer in office	Term Expired
Date of Appointment	July 19, 2022
Term begins on	July 1, 2022
Expiration Date of New Appointee	June 30, 2024
Term	2nd Term
Upload File(s)	Ryann Fierro - Resume - Bicycle Advisory 8.18.20.docx

RYANN DANIELLE FIERRO

Curriculum Vitae

MIAMI
7/12/2020

RYANN DANIELLE FIERRO

Mobile: [REDACTED]
Home: [REDACTED]

Objective Just graduated with my Family Nurse Practitioner degree. Seeking a clinical work environment that fits my nursing paradigm and would help me gain experience in order to sit for board examinations and allow me to use my skills and develop experience.

Education

Houston Baptist University

Family Nurse Practitioner

Anticipated Graduation date: May 2020

Nursing GPA: Pass

The University of Miami

Doctorate in Nursing

Anticipated Graduation date: N/A

Nursing GPA: Pass

The University of Texas El Paso (UTEP)

Master in Science in Nurse Systems Management and Nurse Education

Anticipated Graduation Date: December 2015

Nursing GPA: 4.0/4.0

The University of Texas El Paso (UTEP)

Bachelor of Science in Nursing

Graduation Date: May 2013

Nursing GPA 3.4 /4.0 Overall GPA 3.2 /4.0

The University of Texas El Paso (UTEP)

Bachelor of Science in Microbiology, Minor in Chemistry

Graduation Date: May 2011

Overall GPA 3.2 /4.0 Major GPA: 3.4/4.0

Clinical Rotations

Las Palmas Medical Center, El Paso, TX- Fundamentals
Del Sol Medical Center, El Paso TX- Med Surge
Del Sol Medical Center, El Paso TX OB, Pediatrics
Sierra East Medical Center, El Paso, TX- Acute Care
Universal Behavioral Health -El Paso, TX- Psychiatric Nursing
Visiting Nurses Association, El Paso, TX- Community Health Nursing
Del Sol CVICU, El Paso TX, - Preceptorship
Jackson Health System, Miami Florida- Clinical Rotations – MSN
University of Miami Hospital- Teaching Rotation- MSN

American Association of Nurse Practitioners, 2017- Present

American Nurses Association (ANA), 2017- Present

Texas Nurse Practitioner Member ,2017-Present

Sigma Theta Tau, 2015- Present

Phi Kapa Phi Association Member, 2015- Present

Membership Texas Nursing Association Member, 2012- Present

Emergency Nurse Association, Member, 2012- Present
 Hispanic Nurses Association, Member, 2013- Present
 AWIS Organization, Vice President, 2010- Present
 Sigma Alpha Lambda, President, 2008- Spring 2012
 American Society for Microbiologists, 2010- Present

Research

University of Miami El CENTRO, Coral Gables, FL May 2016 -August 2017

Research Assistant

- Assisted in cleaning data collected on SPSS from the SETA-Fam Study.
- Assisted in writing syntax used for analysis of the data from the SETA-Fam Study

University of Miami El CENTRO, Coral Gables, FL August 2016 – December 2016

Research Assistant

- Assist in writing grant for tailored prevention intervention for older Hispanic women
- Create and prepare presentations from study that assessed trauma risk and vulnerability in older Hispanic women

University of Texas El Paso August 2013 – December 2015

Fierro, R. & Monsivais, D. Narrowing the Digital Divide. Best Practices in Group Work. Rising Stars of Research and Scholarship Invited Student Poster Session. Sigma Theta Tau International 26th International Nursing Research Congress, San Juan, Puerto Rico, July 23-27, 2015.

Incivility in Online Distance Learning

Monsivais, D., Robbins, L., & Fierro, R. Civility 101 in the Online Classroom: De-stress for Student Success. American Association of Colleges of Nursing, 2015 Master's Education Conference, St. Petersburg, Florida, February 26-28, 2015

Incivility in Online Distance Learning

Monsivais, D. & Fierro, R. Incivility in the Online Environment. Faculty and Student Perceptions at UTEP School of Nursing Preliminary Findings. Academic Technologies Summit, El Paso, Texas, October 3, 2014.

The University of Texas at El Paso

Biochemistry/ Microbiology

Advisor: Dr. Siddhartha Das

Spring 2010-Spring 2011

- Infectious Disease Project
- Investigated arachidonic acid metabolism in colorectal carcinoma cell lines, HT29
- Focus of this project is to delineate the possible cross talk between PLA2 isotypes (i.e., sPLA2 and cPLA2) in inducing hyper-arachidonic acid metabolism. Worked under the supervision of a PHD and PI.

Advisor: Jianying Zhang, M.D., Ph.D.
2011

Spring 2010- Spring

- Helped worked in the identification and characterization of tumor-associated antigens (TAAs) as diagnostic markers of human cancer, particularly in hepatocellular carcinoma (HCC)
- Determine whether a mini-array of multiple TAAs would enhance antibody detection that would be useful non-invasive approach for the early detection of human HCC

**The University of Texas at El Paso / Van Horn
 Field Biology**

Advisor: Dr. Jerry Johnson

Summer 2009

- Researched the Chihuahu Desert Shrub ecosystem and taxonomy

Licenses

- RN- TX 840112
- National Mental Health First Aid Instructor
- ACLS Certified
- PALs Certified
- BLS Certified

Skills

- Working Knowledge of Biochemistry/ Microbiology
- Proficient in MS Word/Excel
- Extensive use of MS PowerPoint
- Familiar with Cerner System
- Working Knowledge of Spanish
- Working Knowledge of Field Biology
- Proficient in laboratory skills: Hematocytometer, White cell Staining, Phagocytes, Handling animal immunizations, ELSA, Western Blotting, DNA extraction, electrophoresis, Lipid extraction, Thin layer chromatography, fermentation, enzyme kinetics, enzyme assay, feedback inhibition
- Skilled in using Blackboard platforms.
- Skilled in using Qualtrics, Velos, and SPSS, MPLUS
- Trained in theoretical (conceptual), qualitative, and quantitative research methods
- HIV/AIDS and Infectious Disease, Trauma, and sleep educator
- Skilled in conducting physical examinations
- Broad medical terminology knowledge

Professional Work Experience

**El Paso Community College
 Faculty/ Associate Professor**

September 1, 2018 – Present 2020

- Currently a clinical instructor and Faculty Instructor educating 75 nursing students in a hospital setting and didactic setting.
- Observing and recording patient behavior

- Educating 75 4th semester students in AND program per class in a Fundamental skill in a hospital setting

**Universal Behavioral Health -El Paso
Psychiatric Center
RNI and Assessment Counselor**

March 2018- Present 2020

- Maintain confidentiality of records relating to clients' treatment.
- Encourage clients to express their feelings and discuss what is happening in their lives, and help them to develop insight into themselves and their relationships.
- Guide clients in the development of skills and strategies for dealing with their problems.
- Prepare and maintain all required treatment records and reports.
- Counsel clients and patients, individually and in group sessions, to assist in overcoming dependencies, adjusting to life, and making changes.
- Collect information about clients through interviews, observation, and test
- Collect Dr. Orders and Medication orders

**University of Miami, Coral Gables, FL
Teaching Assistant**

May 2016 - January 2018

- Assist the clinical and simulation instructors in teaching undergraduate nursing students nursing skills via discussion, demonstration and teach back.
- Use of simulations with debriefing sessions for maternity, pediatric, adult health I-III, and health assessment courses.

**The University of Texas El Paso
Graduate Clinical Coordinator**

January 2015 – May 2016

- Oversee placement of MSN students in rotations for clinical practice courses
- make lists of placements available to pertinent faculty and staff
- Assist Dean's office to establish and maintain clinical affiliation agreements
- Coordinate, establish, and maintain necessary preceptor agreements for MSN/DNP students
- Conduct clinical assessments for MSN students via onsite visits for in-state and out-of-state placements with assistance of MSN faculty
- Assist with developing, revising and organizing written assessments of A. students' performance, B. preceptors' performance, and C. suitability of sites for APN clinical skill building and enhancement
- Report students' progress in clinical rotations to appropriate faculty;
- Become facile using Typhon Group system as reference for students completing clinical hours and maintaining preceptor database;
- Assist with recruitment of new preceptors
- Support student health services department in overseeing compliance related to HIPAA, immunizations, TB tests, etc.

- Direct staff on generating and storing documentation for activities listed above; and Perform certain duties for DNP students as delegated by DNP project directors

**The University of Texas El Paso
Teaching Assistant / Clinical Instructor**

January 2014 - May 2016

- Currently a clinical instructor working under a Master Prepared Instructor educating 15 nursing students in a hospital setting.
- Observing and recording patient behavior
- Educating 15 5th semester students per class in a Fundamental skill in a hospital setting

**The University of Texas El Paso
Graduate Research Assistant**

January 2014 - May 2016

- Collects information and analyzes it to establish a fact.
- Prepares materials needed for research seminars and conferences.
- Makes use of a certain systematic method in documenting information for publication releases.
- Pose new research inquiries.
- Attends conferences and works in partnership with other researchers.

**EPIC Home Health Pediatric Skilled Nursing,
RN/ PRN**

August 2014- 2015

- Functioned as a Caregiver, Teacher, and Advocate
- Working in partnership with the family, nursing staff and brought a commitment to support and assist with the family in their caregiver role.
- As a caregiver provided ongoing assessment of patient's condition response to treatments and developmental progress.
- As a teacher instructed the family on procedures, medications, safe use of equipment, and compliance with the treatments.
- Worked primarily with newborns-3 years of age.

**El Paso County State Supported Living Center,
RNII/ Charge Nurse**

December 2013- 2014

- Involved with maintaining the standard of care for assigned patients through assessment, planning, implementation and evaluation, and occasional administrative duties
- Oversee and guides over 100 employees LVNs and DSPS and other RN's during assigned night shift (10pm-6am)
- Works with approximately 200 psychiatric patients and mentally disabled patients
- Observing and recording patient behavior

- Consulting with physicians and other healthcare professionals
- Establishing treatment plans, operating medical equipment
- Supervising licensed practical nurses (LPNs) and certified nurse assistants (CNAs)
- Administering medications and treatments

**University Medical Center of El Paso,
RN,I**

May 2013- December 2013

- Assisted nurses in various tasks in Emergency department
- Utilized clerical skills in Trauma and ER department

Worked with a variety of over one hundred patients from pediatric to geriatric, or specializing in one of numerous possible areas such as neo-natal intensive care, cardiac care, neurologic care or dermatology. Observing and recording patient behavior

- Consulting with physicians and other healthcare professionals
- Establishing treatment plans, operating medical equipment

The University of Texas at El Paso

August 2006 – May 2011

Student Administrative Assistant, Accounting Department

- Organize various duties to include general clerical work,
- Analyze data to determine answers to customers
- Perform administrative tasks such as, filing, research, photocopying, and answering phones as needed
- Prepare routine and standardized letters, memos, reports, and correspondence.
- Responsible for assisting over 10 professors with grading course work, preparing exams for College of Business students

**El Paso Independent School District-EPISD-
Adult Aid, Tutor**

August 2011 – August 2013

- Provide intensive, small-group intervention to eligible students in science and mathematics
- Worked with a variety of students approximately 50-60 6th, 7th, and 8th grade students at McArthur middle school in preparation of TAKS test

**Comfort Keepers of El Paso
Nurses Aid**

August 2011- August 2013

- Give food to the approximately 5-10 patients who are not able to eat themselves.
- Administer exercise routines and apply dress to the patients.
- Help the patients in moving and walking exercise.
- Respond to the patients in case of call and clean the rooms.
- Use stretcher and wheelchairs for taking the patients to the treatment units.
- Work elderly and specialized with dementia and Alzheimer's patients

**Volunteer
Experience**

Sigma Alpha Lambda (UTEP) -President

2008-2011

- Promoted, and operated food services for legal immigrants at local churches

- Facilitated a collaboration with Creative Kids for less fortunate children to encourage art
- Organized Fundraisers to benefit our organization (raised over \$800 in one year)
- Participated in Race for the Cure
- Participated in Project Linus
- Organized planting trees in Ronald McDonald House
- Organized more than 30 members in serving Food @ Child Crisis Center

Medical Professionals Organization (UTEP)
2006-2010

- Participated Princeton Review “study course”
- Served as an active member since freshman year and involved in various activities

University Medical Center Volunteer
2009- 2010

- Assists nurses in varies tasks in Oncology department
- Utilizes clerical skills in Trauma and ER department
- Analyzed data with doctors and nurses in all three departments including Oncology, Trauma, and ER.

AWIS- Paul Foster Medical School - Peer Mentor
2010- 2014

- Practice social skills
- Helps with their sensibility, confidence, social skills and reliability.
- Works under a Dr. who assists in Mentoring

References: Available upon Request:



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-936, Version: 2

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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.

Luis A. Rodriguez to the City Accessibility Advisory Committee by Representative Joe Molinar, District 4.



Board Appointment Form

Submitted On: Jul 5, 2022, 05:01PM MDT

City Clerk

Appointing Office	Representative District 4
Type of Agenda	Consent
Date of Council Meeting	Tuesday, July 19, 2022
Agenda Posting Language	Appointment of Luis A. Rodriguez to the City Accessibility Advisory Committee by City Representative Joe Molinar, District 4, as a regular appointment.
Name of Board/Committee/Commission	City Accessibility Advisory Committee
Appointment Type	Regular
Special Qualification Category (if applicable)	
Nominated By	Representative Joe Molinar
Nominee Name	Luis A. Rodriguez
Nominee Email Address	
Nominee Mailing Address	
Zip Code	
Nominee Primary Phone Number	
Does the proposed appointee have a relative working for the city?	NO
Has appointee been a member of other city boards / commissions / committees?	NO
List all real estate owned by appointee in El Paso County (by address, if none, enter 'N/A')	N/A
Who was the last person to have held the position before it became vacant?	Jose Martinez
Incumbent Expiration Date	June 22, 2022
Reason person is no longer in office	Term Expired
Date of Appointment	July 19, 2022
Term begins on	June 23, 2022
Expiration Date of New Appointee	June 22, 2024
Term	1st Term
Upload File(s)	Luis A. Rodriguez resume.docx

Luis A. Rodriguez

Disabled Combat Veteran, US Army OIF



Summary

Dedicated and reliable professional. Highly organized and efficient, excellent communication and interpersonal skills, problem-solving skills, able to perform self-reviews, and consistently complete projects within strict deadlines.

CORE COMPETENCIES:

Administrative Management | Customer Service | Social Services | Data Entry | Personnel Records Systems | Payroll | Personnel Management | Career Development

Bilingual with articulate fluency in English and Spanish

Proficient in Microsoft Office Word, Excel, PowerPoint, and Data Entry

PROFESSIONAL EXPERIENCE

RESOURCE COACH/HOUSING NAVIGATOR

02/2022 – PRESENT

PROJECT AMISTAD

El Paso, Texas

- Serves as a point of contact for consumers, caregivers, and professionals and has knowledge and awareness of the intricacies of the social services agencies particularly to aging adults and persons with disabilities. Helps consumers assess and understand their needs and to assist them in making informed decisions about appropriate long-term services and support choices in the context of their personal needs, preferences, values, and individual circumstances.
- Coordinates the process of linking the consumer to a full range of long-term service and support options, transportation needs, money management by providing information, and referral to private and public entities. Promotes awareness of the various options that are available in the community, especially among the underserved and hard to reach population.
- Advocates for necessary housing changes that increase availability of affordable, accessible, and integrated housing for individuals with disabilities.

MENTAL HEALTH COORDINATOR

11/2019 – 09/2020

EMERGENCE HEALTH NETWORK

El Paso, Texas

- Provided support to Social Workers and patients in a mental health clinic that offered counseling services, partial hospitalization, intensive outpatient program, family violence prevention, anger management, parent education programs and substance abuse treatments. Tasks included patient registration, scheduling meetings, and records management.
- Screened arrivals and referrals for placement within our organization. Ensured healthy engaging with visitors and patients. Consistently offered calm and kind customer service to those seeking mental health services.
- Ensured all documentation was completed on time and entered in a timely manner in a required database and filed according to company and state regulations. Performed other assignments as determined by the clinic supervisor.
- Participated in various mental health trainings and continuing education programs to improve performance, increase knowledge and to support my professional development

MOBILE EXPERT

06/2017 – 09/2018

MOBILE ONE, LLC (T-MOBILE RETAILER)

El Paso, Texas

- Provided exceptional customer service to all patrons. Exceeded monthly revenue goals by acquiring new customer accounts, maximizing existing customers' accounts, and excelling in quality metrics.
- Participated in marketing efforts to solicit new business, including outbound calling, community involvement and outreach programs.
- Collaborated with store management in opening, closing and operating retail facility, including cash handling, inventory count and deposits. Completed accurate paperwork and transactions.

GENERAL MANAGER

09/2013 – 05/2017

FIRST CASH FINANCIAL SERVICES

El Paso, Texas

- Managed every aspect of daily operation and supervision of a multi-services store. Responsible for the supervision, career development, training and performance appraisals of two assistant managers and five associates. Created schedules and maintained records.
- Responsible for over \$200K of company assets to include cash, jewelry and merchandise. Ensured customer satisfaction through delivery consistent high level of service. Ensured compliance in company and state policies, regulations and procedures.
- Motivated and mentored team to meet goals and a consistent high performance. Proposed innovative ideas to increase all aspects of business. Prepared promotional materials and displays. Delegated responsibilities to assistant managers.

MILITARY EXPERIENCE

SERGEANT

10/2001 – 06/2013

US ARMY ACTIVE DUTY AND RESERVE

El Paso, Texas

- Supervised and managed the reception, storage and shipping of bulk or packaged petroleum-based products. Planned and scheduled petroleum transport. Participated and monitored in issue and dispense of bulk fuels from storage and distribution points to using organizations.
- Operated equipment used with petroleum such as operating pumps, pipelines and tankers. Ensured compliance with safety regulations and procedures for handling dangerous materials. Submitted petroleum samples for laboratory testing. Performed petroleum accounting duties.
- Responsible for the safety, accountability, personnel development, physical training and combat readiness of soldiers. Designated by unit's commanding officer as Career Counselor to assist on retention efforts.
- Deployment to Iraq for Operation Iraqi Freedom 2007-2008

VOLUNTEER EXPERIENCE

VOLUNTEER

03/2013 – 06/2014

CASA HOGAR NINOS SIEMPRE VICTORIOSOS

Juárez, México

- Provided care and supervision to children and adolescents in a non-governmental funded orphanage. Planned and coordinated recreational and social activities to promote a boost in morale, social skills and personal goals. Interacted with children of all ages as a positive support figure.
- Collaborated with staff to meet objectives and participated in group counseling sessions. Conducted food prep, chores, and cleaning. Donated food, clothing, personal care items and school supplies.

EDUCATION

Bachelor of Social Work, Psychology Minor, University of Texas at El Paso
expected graduation 05/2023

Associate of Arts, El Paso Community College, El Paso, Texas, 05/2013

MILITARY /CIVILIAN TRAINING

Mental Health First Aid, El Paso, Texas

Preventive and Management of Aggressive Behavior, El Paso, Texas

Petroleum Supply Specialist Course, Fort Lee, Virginia

Human Resources Specialist Training, Fort Jackson, South Carolina
Combat Life Savers Course, Fort Sam Houston, San Antonio, Texas
Postal Supervisor Course and Postal Operations, Fort Jackson, South Carolina

AWARDS/HONORS

Adjutant General's Corp Regimental Medal of Excellence
Army Commendation Medal (3)
Iraq Campaign Medal with Star
National Defense Service Medal
Good Conduct Medal (2)
Global War on Terrorism Service Medal
Army Service Ribbon
Armed Forces Reserve Medal
Certificate of Achievement (3)



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-944, Version: 2

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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.

Paula Patricia Flores Warnock to the Women's Rights Commission by Representative Joe Molinar, District 4.



Board Appointment Form

Submitted On: Jul 13, 2022, 09:22AM MDT

City Clerk

Appointing Office	Representative District 4
Type of Agenda	Consent
Date of Council Meeting	Tuesday, July 19, 2022
Agenda Posting Language	Appointment of Paula Patricia Flores Warnock to the Women's Rights Commission by City Representative Joe Molinar.
Name of Board/Committee/Commission	Women's Rights Commission
Appointment Type	Regular
Special Qualification Category (if applicable)	
Nominated By	Representative Joe Molinar
Nominee Name	Paula Patricia Flores Warnock
Nominee Email Address	
Nominee Mailing Address	
Zip Code	
Nominee Primary Phone Number	
Does the proposed appointee have a relative working for the city?	NO
Has appointee been a member of other city boards / commissions / committees?	NO
List all real estate owned by appointee in El Paso County (by address, if none, enter 'N/A')	N/A
Who was the last person to have held the position before it became vacant?	New Board
Incumbent Expiration Date	June 22, 2022
Reason person is no longer in office	Term Expired
Date of Appointment	July 19, 2022
Term begins on	September 01, 2022
Expiration Date of New Appointee	August 31, 2024
Term	1st Term
Upload File(s)	Resume Patricia.pdf

Paula Patricia Flores Warnock

Objective

To establish a history of accomplishments experience and service.

Education

HIGH SCHOOL DIPLOMA/ 2005

Skills & Abilities

MANAGEMENT

6 Years experience as owner operator of:
5 Tropical Smoothie Cafés
2 Marcos Pizza,
Flowar Construction (CEO)

Work Experience

2003 – 2013 Iron Work, welding, grinding. (México)

2011- 2013 Spinning Instructor (México)

2014- 2015 H&M Host, Starbucks Barista

2016 – Present Franchisee owner, In Charge of running payroll, ordering, managing, scheduling, food cost, labor cost, marketing, HR, All operations of 7 high volume restaurants.

2021 - Present CEO Flowar Construction, Scheduling project, bidding projects, payroll, contracts, maintenance, HR.

Bilingual



Legislation Text

File #: 22-910, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

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

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

AGENDA DATE: July 19, 2022
PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

SUBJECT:

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

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.

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?

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

PRIOR COUNCIL ACTION:

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

Council has considered this previously on a routine basis.

AMOUNT AND SOURCE OF FUNDING:

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

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Tax Office

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:



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

TAX REFUNDS
July 19, 2022

1. CoreLogic Tax Services, in the amount of \$3,974.73 made an overpayment on December 20, 2021 of 2021 taxes.
(Geo. # C340-999-014B-0350)
2. Ernesto Miranda, in the amount of \$4,100.00 made an overpayment on March 7, 2022 of 2021 taxes.
(Geo. # S127-999-0190-1900)

Laura D. Prine
City Clerk



Maria O. Pasillas, RTA
Tax Assessor Collector

OP 12800

TAX OFFICE
RECEIVED

JUN 23 2022

THE CITY OF EL PASO CONSOLIDATED TAX OFFICE

221 N Kansas Suite 300

El Paso Texas 79901

Phone (915) 212-0106 Fax (915) 212-0108 Email taxforms@elpasotexas.gov

APPLICATION FOR TAX REFUND

The Consolidated Tax Office collects property taxes for all eligible property taxing entities within El Paso County

APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION

Refund To CoreLogic Tax Services PO Box 9205 Coppell, TX 75019 ✓		Phone HOME WORK 877-442-2797		Property ID# (One application per account) 114902 C340999014B0350	
Address (mail refund to) CoreLogic Tax Services PO Box 9205 Coppell, TX 75019		Property Address 6646 Dawn Dr A, El Paso, TX 79912 Legal Description			
Tax year requested	Date payment made	Check No. & Date if known		Amount of taxes paid	Amount of refund requested
1 2021	12/17/2021	Wire - 2021 2178687HU3R019307		\$3,974.73	\$3,974.73 ✓
2					
3					
TOTAL AMOUNT (sum of the above amounts)				\$3,974.73	\$3,974.73

(City Council approval required if over \$2,500)

REQUIRED: Copy of original receipt from bank of negotiated check (OR) bank statement showing item cleared, both the bank & taxpayer name must appear.

REASON FOR OVERPAYMENT: CoreLogic paid taxes on the wrong parcel. We have no interest in the above parcel and request a refund of the erroneous payment.

I certify that information given to obtain this refund is true and correct.

Donna C Mercer Date 6/23/22

Requestor signature

Donna C. Mercer Sr Assoc, Operations Services

Printed name Title:

TAX OFFICE Entry: (✓) REFUND APPROVED

Tax Office Approval: Ilana O. Padillas Date: 6/27/22

JMC 6/27/22 Date:

(Placed on City Council agenda over \$2,500)

() DISAPPROVED () Returned to sender () See below/attached

() Required documentation (Tax receipt, Canceled Check, Bank Statement, or Other) not submitted.

() Record of overpayment not found on this property.

() Property not found as identified, resubmit after correction

() Other:

Notes

Go To

LUZR
ACT80122 v1.9106/27/2022 18:15:05
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
M21800000001	C340999014B0350				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	M21800000001	12/20/2021	48571144	RG2112172054	EF	274,189,766.61	\$3,974.73	PA	C340999014B0350	800000-CORELOGIC
	R0306221167	12/20/2021	48571144	RG2112172054	EF	\$0.00	\$3,974.73	TR	C340999014B0350	800000-CORELOGIC
	R0306221167	12/20/2021	48571144	RG2112172054	EF	\$0.00	\$3,974.73	TR	C340999014B0350	800000-CORELOGIC
	A02032179	02/01/2021	46727281	5615	CH	\$3,472.85	\$3,472.85	PA	C340999014B0350	29460976-MASOUD JUDI
*	T01032000003	01/03/2020	42649279	05622	CH	\$3,418.69	\$3,418.69	PA	C340999014B0350	HUGHAN HAROLD & JOY
	A01161978	01/16/2019	39949225	5564	CH	\$3,329.48	\$3,329.48	PA	C340999014B0350	26926648-MASOUD JUDI
	IP01221898	01/21/2018	37115587	CC001863378	CR	\$3,385.79	\$3,385.79	PA	C340999014B0350	26031063-JUDITH S MAS
	A01271765	01/27/2017	34361619	1555	CH	\$3,222.21	\$3,222.21	PA	C340999014B0350	HUGHAN HAROLD & JOY
	A01281665	01/28/2016	31307810	1642	CH	\$3,170.95	\$3,170.95	PA	C340999014B0350	HUGHAN HAROLD & JOY
*	X0202151014	01/31/2015	28529372	01582	CH	\$3,130.19	\$3,130.19	PA	C340999014B0350	HUGHAN HAROLD & JOY
*	X0114141002	01/14/2014	25002138	01094	CH	\$3,071.83	\$3,071.83	PA	C340999014B0350	HUGHAN HAROLD & JOY
*	X0115131005	01/15/2013	22389176	01221	CH	\$3,088.33	\$3,088.33	PA	C340999014B0350	HUGHAN HAROLD & JOY

Applied Total \$62,974.93

TAX OFFICE
RECEIVED

JUL 07 2022

OP ✓
+2,500

THE CITY OF EL PASO
CONSOLIDATED TAX OFFICE
221 N. Kansas, Suite 300
El Paso, Texas 79901

Phone (915) 212-0106, Fax (915) 212-0108

APPLICATION FOR TAX REFUND

The Consolidated Tax Office collects property taxes for all eligible property taxing entities within El Paso County.

APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:

Refund To: Ernesto Miranda ✓		Phone: HOME: 915-861-8501 WORK: 915-234-9410		Property ID# (One application per account) 351980 5127-999-0190-1900	
Address (mail refund to): 8505 Moya Dr. El Paso, TX 79925 ✓		Property Address: 11422 Lake Nemi Dr. And/or Legal Description: El Paso, TX 79936			
Tax year requested:	Date payment made:	Check No. & Date, if known:		Amount of taxes paid:	Amount of refund requested:
1. 2022	7/7/2022	1266 3/7/2022		4,100 ⁰⁰	4,100 ⁰⁰ ✓
2.					
3.					
TOTAL AMOUNT (sum of the above amounts)				4,100 ⁰⁰	

(City Council approval required if over \$2,500)

REQUIRED: Copy of original receipt, front & back of negotiated check. OR
bank statement showing item cleared (both the bank & taxpayer must appear)

REASON FOR OVERPAYMENT:

NOT yet due and payable

"I certify that information given to obtain this refund is true and correct."

Requestor signature:

Date: 7/6/2022 ✓

Printed name:

Ernesto Miranda

Title:

Homeowner ✓

Any person knowingly submitting false entries is subject to: (1) Imprisonment of 2 to 10 years, or \$5,000 fine, or both.
(2) Imprisonment up to one year, or fine not over \$2,000, or both. (Sec 37.10 Penal Code) An application for a refund must be made within 3 years after
the date of the payment or the taxpayer waives the right to the refund (Sec 31.11 (c))

TAX OFFICE Entry:

(✓) REFUND APPROVED

Tax Office Approval:

Date:

7-8-22 ✓

(Placed on City Council Agenda over \$2,500)

- () DISAPPROVED () Returned to sender () See below/attached
- () Required documentation (Tax receipt, Canceled Check, Bank Statement, or Other) not submitted.
- () Record of overpayment not found on this property.
- () Property not found as identified, resubmit after correction.
- () Other: _____

Notes

Go To

LUZR
ACT80122 v1.91

ACCOUNT NO (S12799901901900): ESCROW AGREEMENT #105710, BEGIN DATE: 03/07/2022, END DATE: 09/07/2022, MONTHLY PAYMENT AMOUNT: \$583.91, YEARS: NO OF ACCTS: 1

07/11/2022 17:19:06
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.		Account No.		Remit Seq No.		Check No.		Payment Amount		Payment Agreement No.	
A03072279		S12799901901900									
Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No	Check No	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer	
	A03072279	03/07/2022	50309076	1266	CH	\$4,100.00	\$4,100.00	PA	S12799901901900	RODRIGUEZ IDALI	
	R030722467	03/07/2022	50309076	1266	CH	\$0.00	\$4,100.00	TR	S12799901901900	RODRIGUEZ IDALI	
	R030722467	03/07/2022	50309076	1266	CH	\$0.00	\$4,100.00	TR	S12799901901900	RODRIGUEZ IDALI	
	RC220708	03/07/2022	50309076	1266	CH	\$4,100.00	\$4,100.00	TR	S12799901901900	RODRIGUEZ IDALI	
	RC220708	03/07/2022	50309076	1266	CH	\$4,100.00	\$4,100.00	TR	S12799901901900	31390712-MIRANDA ERN	
	A11032179	11/03/2021	47957194	1262	CH	\$587.39	\$587.39	PA	S12799901901900	RODRIGUEZ IDALI	
	A04122165	04/12/2021	47281596	1258	CH	\$3,500.00	\$3,500.00	PA	S12799901901900	28317776-MIRANDA ERN	
	R9202167	04/12/2021	47281596	1258	CH	\$0.00	\$0.00	TR	S12799901901900	28317776-MIRANDA ERN	
	RD3608474	10/21/2020	43902475	0000230813	CH	\$205.12	\$205.12	RD	S12799901901900	28317776-MIRANDA ERN	
	A03092094	03/09/2020	43902475	1249	CH	\$3,750.00	\$3,750.00	PA	S12799901901900	28317776-MIRANDA ERN	
	R9202067	03/09/2020	43902475	1249	CH	\$0.00	\$0.00	TR	S12799901901900	28317776-MIRANDA ERN	
	IP11181998	11/15/2019	41915675	CC002629770	CR	\$75.19	\$75.19	PA	S12799901901900	27654826-ERNESTO MIR	
Applied Total						\$67,564.96					



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-941, 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 Cassandra Hernandez, (915) 212-0003

AGENDA LANGUAGE:

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

Accept the donation of \$250 from WestStar Bank for community engagement events in District 3.



Legislation Text

File #: 22-908, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 8

Capital Improvement Department, Yvette Hernandez, (915) 212-1845

AGENDA LANGUAGE:

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

That the City Council approves a deductive change order in the amount of -\$226,693.09 to Jordan Foster Construction LLC for the "New Community Centers: Alameda and Chamizal Recreation Center 2017-965R" contract.

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

AGENDA DATE: July 19, 2022

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME Yvette Hernandez, City Engineer, (915) 212-1845

DISTRICT(S) AFFECTED: 8

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

SUBGOAL: 4.1 - Deliver bond projects impacting quality of life across the city in a timely, efficient manner

SUBJECT:

Discussion and action that the City Council approves a deductive change order in the amount of -\$ 226,693.09 to Jordan Foster Construction LLC for the "New Community Centers: Alameda and Chamizal Recreation Center 2017-965R" contract.

BACKGROUND / DISCUSSION:

This change order will reduce the amount of \$ 226,693.09 to the First Amendment to the Standard Form of Agreement Between Owner and Construction Manager At-Risk awarded March 6, 2018 to Jordan Foster Construction LLC. This reduction of contract price will zero out the contract return the funding to the Owner and begin the process to close out the contract.

PRIOR COUNCIL ACTION:

July 11, 2017 CMAR contract with Jordan Foster, LLC
March 6, 2018 Amendment to CMAR contract with Jordan Foster, LLC Demo Prep
August 21, 2018 Amendment to approve GMP contract with Jordan Foster, LLC for the Construction of 3 New Recreation Centers.
April 14, 2020 Amendment to approve a GMP increase with Jordan Foster, LLC for the Construction of 3 New Rec Centers.

AMOUNT AND SOURCE OF FUNDING:

Amount: -\$ 226,693.09
Funding Source: Quality of Life

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:

Yvette Hernandez

Yvette Hernandez, City Engineer



CAPITAL IMPROVEMENT DEPARTMENT

MEMORANDUM

MAYOR

Oscar Leaser

CITY COUNCIL**District 1**

Peter Svarzbein

District 2

Alexsandra Annello

District 3

Cassandra Hernandez

District 4

Joe Molinar

District 5

Isabel Salcido

District 6

Claudia L. Rodriguez

District 7

Henry Rivera

District 8

Cissy Lizarraga

CITY MANAGER

Tommy Gonzalez

Date: July 11, 2022

To: Yvette Hernandez, P.E. City Engineer

Through: Rogelio Torres, P.E., Division Manager

From: Karla Mota, Project Manager

Subject: Chamizal Demolition –Contract Price Reduction (Owner’s Credit)

- July 11, 2017 authorized a CMAR contract to Jordan Foster, LLC for the “New Community Centers: Alameda, Chamizal & Lomaland Rec Center & Library Combos.

Article 7 – Contract Price – Paragraph 7.05C regarding the Guaranteed Maximum Price ("GMP) reads that “In the event of any "buy out" transactions, agreements by the Construction Manager with a subcontractor for the subcontractor's cost of its portion of the Work, or other savings due to early completion or value engineering after execution of the Guaranteed Maximum Price addendum, then such savings shall be shared with the Owner in the following percentages: 80% to Owner, 20% to Construction Manager. Said savings shall be memorialized by appropriate change order.

- March 6, 2018 Amendment to CMAR contract with Jordan Foster, LLC Demo Prep City Council authorized the payment to Construction Manager for the selective demolition of the existing Chamizal structure in the amount \$ 1,549,614.00.
- After performing the work, the Contractor submitted a proposal to return all remaining unused funds to the owner. The credit proposal of \$226,693.00 was reviewed, including clarification of the returned CM Fee associated with the unused funds.
- The credit (\$226,693.09) provided by contractor is equal to the amount of unused funds remaining in the contract.
- Attached last approved payment and Change order Draft.

Yvette Hernandez, P.E., – City Engineer

City 2 | 218 N. Campbell, 2nd Floor | El Paso, Texas 79901 | (915) 212-0065

CITY OF EL PASO CONSTRUCTION CHANGE ORDER

CONSTRUCTION CHANGE ORDER NO.: 9 DATE: July 11, 2022

PROJECT: New Community Ctrs: Alameda & Chamizal Rec Ctr. & Library Combo SOLICITATION NO. 2017-965R

☒ SCOPE CHANGE

☒ CONSTRUCTION CHANGE

Original Contract Amount: \$	<u>1,549,614.00</u>	Contract Time to Substantial Completion	<u>548</u>
Net Change by previous Change Orders: \$	<u>-</u>	Total days added due to Change Orders and CQN's	<u>0</u>
Net Change by previous Construction Quantity Notices: \$	<u>-</u>	Total days added for this Change Order	<u>0</u>
Amount of this Construction Change Order: \$	<u>(226,693.09)</u>	New Contract Time to Substantial Completion:	<u>548</u>
New Amended Contract Allowance: \$	<u>1,322,920.91</u>	Current Substantial Completion Due Date	<u>7/1/2019</u>
Change Order Percentage:	<u>-14.63%</u>		

CONTRACTOR NAME: Jordan Foster Construction, LLC 2012 Quality of Life Bond

Please provide a detailed scope of work of the change order (see back for reason/justification):

9.1 - Reduction of GMP Per: \$ 226,693.09

Article 7 – Contract Price – Paragraph 7.05C regarding the Guaranteed Maximum Price ("GMP") reads that "In the event of any "buy out" transactions, agreements by the Construction Manager with a subcontractor for the subcontractor's cost of its portion of the Work, or other savings due to early completion or value engineering after execution of the Guaranteed Maximum Price addendum, then such savings shall be shared with the Owner in the following percentages: 80% to Owner, 20% to Construction Manager. Said savings shall be memorialized by appropriate change order.

Contract Amount: \$ 1,549,614.00
 Return unused Funds to Owner: \$ 226,693.09
 Revised Payment Reduction: \$1,322,920.91

Unless specifically noted, this change order addresses all compensation for time and money including all direct and indirect costs associated with the above scope of work.

CONSECUTIVE CALENDAR DAYS ADDED TO COMPLETION TIME: 0 TOTAL CHANGE ORDER AMOUNT: No Cost

CONTRACTOR

I, _____, of Jordan Foster Construction, LLC agree and accept the terms and conditions of this change order.

Signature: _____ Date: _____

CITY OF EL PASO (OWNER)

I, Yvette Hernandez of the City of El Paso hereby authorize and direct the Contractor to proceed with additional work as described in this form.

Signature: _____ Date: _____
Yvette Hernandez, P.E. City Engineer

CITY OF EL PASO CONSTRUCTION CHANGE ORDER- Pg. 2

CONSTRUCTION CHANGE ORDER NO.:	9	DATE:	July 11, 2022	<input checked="" type="checkbox"/>	SCOPE CHANGE
PROJECT:	New Community Ctrs: Alameda & Chamizal Rec Ctr. & Library Combo & Lomaland Rec Ctr.	SOLICITATION NO.	2017-965R	<input checked="" type="checkbox"/>	CONSTRUCTION CHANGE
Project Number	PCP13PRKD05	Project Number	0	PURCHASE ORDER #	1800000218
Class	0	Class	0		
Department	0	Department	0		
Fund	0	Fund	0		
Account	0	Account	0		

CONTRACTOR NAME: Jordan Foster Construction, LLC

2012 Quality of Life Bond

PROVIDE REASON/JUSTIFICATION FOR CHANGE ORDER:

This Change Order is required to do final adjustment to the GMP Value.

The PM reviewed all applications for payment and all executed change orders to review final balance of the GMP

CONSECUTIVE CALENDAR DAYS ADDED TO COMPLETION TIME: 0 TOTAL CHANGE ORDER AMOUNT: No Cost

Project Manager recommends approval: _____
Karla Mota, Project Manager

Engineering Division Manager recommends approval: _____
Roger Torres, P.E., Engineering Division Manager

REQUEST FOR PO FOR INCREASE/DECREASE FOR CHANGE ORDER

CONSTRUCTION CHANGE ORDER NO.: 9

DATE: July 11, 2022

INCREASE

PROJECT: New Community Center Addition & Expansion, Free Gym & Library Combo & Lomaland Rec Ctr.

SOLICITATION NO. 2017-965R

DECREASE

Project Number	PCP13PRKD05
Class	0
Department	0
Fund	0
Account	0

PURCHASE ORDER # 1800000218

CONTRACTOR NAME: Jordan Foster Construction, LLC

2012 Quality of Life Bond

As a result of this change order, please make the following adjustment to the purchase order and reduce contract amount price by the total net cost of \$226,693.09.

LINE	ADDED AMOUNT
------	--------------

9.1.-	226,693.09
-------	------------

TOTAL NET CHANGE TO

No Cost

(should match cost below)

Additional funding/direction:

TOTAL TO REALLOCATE	\$	226,693.09
---------------------	----	------------

TOTAL CHANGE ORDER AMOUNT: No Cost

Project Manager _____
Karla E. Mota

Engineering Division Manager recommends approval: _____
Roger Torres, P.E., Engineering Division Manager

Contract Compliance _____

APPLICATION AND CERTIFICATE FOR PAYMENT

Page: 1 of 3 Pages

TO OWNER: City of El Paso
300 N. Campbell
El Paso, TX 79901
USA

PROJECT: Chamizal Community Center Demolition Phase :TX:E:1
2101 Cypress Ave
El Paso, TX 79905
USA

APPLICATION NO.: 18
PERIOD TO : 12/15/2020
PROJECT NOS.: 1706602

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM CONTRACTOR: Jordan Foster Construction, LLC
7700 CF Jordan Drive
El Paso, TX 79912-8802

ARCHITECT: Exigo
211 N. Florence, Suite 204
El Paso, TX 79901
USA

CONTRACT DATE : 06/06/2018

CONTRACT FOR: Chamizal Community Center Demolition

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1. ORIGINAL CONTRACT SUM \$ 1,549,614.00
2. Net change by change orders \$ 0.00
3. CONTRACT SUM TO DATE (Line1 +/- 2) \$ 1,549,614.00
4. TOTAL COMPLETED & STORED TO DATE \$ 1,322,920.91
(Column I on G703)
5. RETAINAGE:
(Total retainage Column K of G703) \$ 0.00
6. TOTAL EARNED LESS RETAINAGE \$ 1,322,920.91
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) \$ 1,257,199.88
8. CURRENT PAYMENT DUE \$ 65,721.03
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 226,693.09

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Order approved in previous months by Owner		0.00	0.00
APPROVED THIS MONTH			
Number	Date Approved		
Current Total:		0.00	0.00
Net Change by Change Orders			0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: Jordan Foster Construction, LLC

By:  Date: 12.22.2020

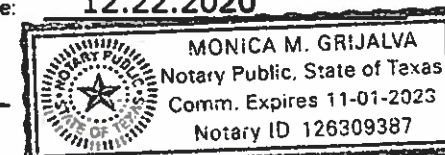
State of: Texas

County of: El Paso

Subscribed and sworn to before

me this 22nd day of December, 2020

Notary Public:



My Commission Expires: 11.01.2023

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to the payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$

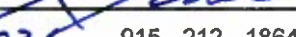
(Attach explanation if amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: Exigo

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights

APPROVED FOR PAYMENT
CAPITAL IMPROVEMENT DEPARTMENT
DEPARTMENT
ROGELIO TORRES
PRINT NAME

SIGNATURE: 
DATE: 1/7/2021 PHONE #: 915 - 212 - 1864

APPROVED

By Karla Mota at 5:00 pm, Jan 06, 2021

APPLICATION AND CERTIFICATE FOR PAYMENT

Page: 1 of 3 Pages

TO OWNER: City of El Paso
300 N. Campbell
El Paso, TX 79901
USA

PROJECT: Chamizal Community Center Demolition Phase :TX:E:I
2101 Cypress Ave
El Paso, TX 79905
USA

APPLICATION NO.: 18
PERIOD TO : 12/15/2020
PROJECT NOS.: 1706602

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM CONTRACTOR: Jordan Foster Construction, LLC
7700 CF Jordan Drive
El Paso, TX 79912-8802

ARCHITECT: Exigo
211 N. Florence, Suite 204
El Paso, TX 79901
USA

CONTRACT DATE : 06/06/2018

CONTRACT FOR: Chamizal Community Center Demolition

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1. ORIGINAL CONTRACT SUM \$ 1,549,614.00
2. Net change by change orders \$ 0.00
3. CONTRACT SUM TO DATE (Line1 +/- 2) \$ 1,549,614.00
4. TOTAL COMPLETED & STORED TO DATE \$ 1,322,920.91
(Column I on G703)
5. RETAINAGE:
(Total retainage Column K of G703) \$ 0.00
6. TOTAL EARNED LESS RETAINAGE \$ 1,322,920.91
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) \$ 1,257,199.88
8. CURRENT PAYMENT DUE \$ 65,721.03
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 226,693.09

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Order approved in previous months by Owner		0.00	0.00
APPROVED THIS MONTH			
Number	Date Approved		
Current Total:		0.00	0.00
Net Change by Change Orders			0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: Jordan Foster Construction, LLC

By: _____ Date: 12.22.2020

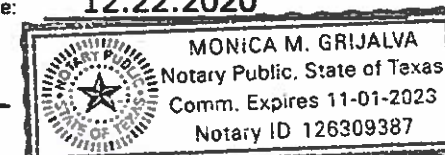
State of: Texas

County of: El Paso

Subscribed and sworn to before

me this 22nd day of December, 2020

Notary Public:



My Commission Expires: 11.01.2023

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to the payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$ _____

(Attach explanation if amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: Exigo

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

APPROVED

By Karla Mota at 5:00 pm, Jan 06, 2021

CONTINUATION SHEET

Page: 2

APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulation below, amounts are stated to the nearest cent.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 18

APPLICATION DATE: 12/16/2020

PERIOD TO: 12/15/2020

A	B	C	D	E	F	G	H	I		J		K
ITEM NO.	DESCRIPTION OF WORK	ORIGINAL SOV	SOV CHANGES	SCHEDULED VALUE	WORK COMPLETED (F+G)		MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER-%(I/E)	BALANCE TO FINISH	THIS PERIOD RETAINAGE	RETAINAGE
					FROM PREVIOUS APPLICATION	THIS PERIOD						
001	GCs											
001	General Conditions	87,631.00	1,527.30	89,158.30	86,197.14	2,961.16	0.00	89,158.30	100	0.00	0.00	0.00
	Total:	87,631.00	1,527.30	89,158.30	86,197.14	2,961.16	0.00	89,158.30	100	0.00	0.00	0.00
	GCs Total:	87,631.00	1,527.30	89,158.30	86,197.14	2,961.16	0.00	89,158.30	100	0.00	0.00	0.00
002	Bonds											
01.35.05	Bonds - JFC	18,996.00	0.00	18,996.00	18,996.00	0.00	0.00	18,996.00	100	0.00	0.00	0.00
	Total:	18,996.00	0.00	18,996.00	18,996.00	0.00	0.00	18,996.00	100	0.00	0.00	0.00
	Bonds Total:	18,996.00	0.00	18,996.00	18,996.00	0.00	0.00	18,996.00	100	0.00	0.00	0.00
003	Contingencies											
01.24.68	Unallocated Funds	0.00	0.00	0.00	0.00	58,788.04	0.00	58,788.04	0	-58,788.04	0.00	0.00
01.90.05	CM Contingency	57,825.00	-23,919.00	33,906.00	0.00	0.00	0.00	0.00	0	33,906.00	0.00	0.00
01.90.10	Owner Contingency	63,522.00	168,703.35	232,225.35	0.00	0.00	0.00	0.00	0	232,225.35	0.00	0.00
	Total:	121,347.00	144,784.35	266,131.35	0.00	58,788.04	0.00	58,788.04	22	207,343.31	0.00	0.00
	Contingencies Total:	121,347.00	144,784.35	266,131.35	0.00	58,788.04	0.00	58,788.04	22	207,343.31	0.00	0.00
004	Allowances											
05.31.01	Structural & Roof Deck Allowance	100,000.00	-100,000.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
09.61.01	Floor Prep Allowance	75,000.00	-61,320.00	13,680.00	0.00	0.00	0.00	0.00	0	13,680.00	0.00	0.00
	Total:	175,000.00	-161,320.00	13,680.00	0.00	0.00	0.00	0.00	0	13,680.00	0.00	0.00
	Allowances Total:	175,000.00	-161,320.00	13,680.00	0.00	0.00	0.00	0.00	0	13,680.00	0.00	0.00
005	Packages											
02.41.05	Demolition Package	419,880.00	-184,549.00	235,331.00	235,331.00	0.00	0.00	235,331.00	100	0.00	0.00	0.00
05.01.01	Steel Supply & Erection Package	155,000.00	53,227.00	208,227.00	208,227.00	0.00	0.00	208,227.00	100	0.00	0.00	0.00
06.01.01	Misc. Renovations Package	283,120.00	110,513.35	393,633.35	393,633.35	0.00	0.00	393,633.35	100	0.00	-748.86	0.00
07.54.23	Roofing Package	85,000.00	50,808.00	135,808.00	135,808.00	0.00	0.00	135,808.00	100	0.00	0.00	0.00
26.05.01	MEP Package	152,000.00	-14,991.00	137,009.00	137,009.00	0.00	0.00	137,009.00	100	0.00	0.00	0.00
	Total:	1,095,000.00	15,008.35	1,110,008.35	1,110,008.35	0.00	0.00	1,110,008.35	100	0.00	-748.86	0.00
	Packages Total:	1,095,000.00	15,008.35	1,110,008.35	1,110,008.35	0.00	0.00	1,110,008.35	100	0.00	-748.86	0.00

CONTINUATION SHEET

Page: 3

APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulation below, amounts are stated to the nearest cent.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 18

APPLICATION DATE: 12/16/2020

PERIOD TO: 12/15/2020

A	B	C	D	E	F G		H	I		J		K
ITEM NO.	DESCRIPTION OF WORK	ORIGINAL SOV	SOV CHANGES	SCHEDULED VALUE	WORK COMPLETED (F+G)		MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER-%(I/E)	BALANCE TO FINISH	THIS PERIOD RETAINAGE	RETAINAGE
					FROM PREVIOUS APPLICATION	THIS PERIOD						
008	Contractor's Fee											
01.95.01	Contractor's Fee	51,640.00	0.00	51,640.00	43,747.25	2,222.97	0.00	45,970.22	89	5,669.78	-1,000.00	0.00
	Total:	51,640.00	0.00	51,640.00	43,747.25	2,222.97	0.00	45,970.22	89	5,669.78	-1,000.00	0.00
	Contractor's Fee Total:	51,640.00	0.00	51,640.00	43,747.25	2,222.97	0.00	45,970.22	89	5,669.78	-1,000.00	0.00
Project Total:		1,549,614.00	0.00	1,549,614.00	1,258,948.74	63,972.17	0.00	1,322,820.91	85	226,693.09	-1,748.88	0.00



Legislation Text

File #: 22-943, 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

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

AGENDA LANGUAGE:

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

Discussion and action on a Resolution that the City Council declares that the expenditure of District 1 discretionary funds in an amount not to exceed \$5,000 to purchase decorations for the 2022 El Paso Winterfest, serves a municipal purpose of enhancing the quality of life through recreational, cultural and educational environments for El Paso residents; and that the City Manager be authorized to effectuate any budget transfer necessary to ensure that the funds are properly expended for such purpose and to execute any related agreements and amendments to such agreements.

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

DEPARTMENT:

AGENDA DATE:

CONTACT PERSON NAME AND PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBJECT:

BACKGROUND/DISCUSSION:

PRIOR COUNCIL ACTION:

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

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?

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

RESOLUTION

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

That the City Council declares that the expenditure of District 1 discretionary funds in an amount not to exceed \$5,000.00 to purchase decorations for the 2022 El Paso Winterfest, serves a municipal purpose of enhancing the quality of life through recreational, cultural and educational environments for El Paso residents.

That the City Manager be authorized to effectuate any budget transfer necessary to ensure that the funds are properly expended for such purpose and to execute any related agreements and amendments to such agreements.

APPROVED this ____ day of July, 2022.


THE CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Karla Muñoz
Assistant City Attorney



Legislation Text

File #: 22-945, 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 Isabel Salcido, (915) 212-0005

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

Members of the City Council, Representative Claudia L. Rodriguez, (915) 212-0006

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.

Discussion and action to direct the City Manager to identify additional budget adjustments to further reduce the proposed property tax rate for the next fiscal year and present the recommendations no later than the August 1, 2022 Special City Council Meeting.

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

DEPARTMENT: Members of Council

AGENDA DATE: July 19, 2022

CONTACT PERSON NAME / PHONE NUMBER:

Rep. Isabel Salcido, 915-212-0005

Rep. Cassandra Hernandez, 915-212-0003

Rep. Claudia L. Rodriguez, 915-212-0006

Rep. Henry Rivera, 915-212-0007

DISTRICT(S) AFFECTED: All

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

SUBJECT:

Discussion and action to direct the City Manager to identify additional budget adjustments to further reduce the proposed property tax rate for the next fiscal year and present the recommendations no later than the August 1, 2022 Special City Council Meeting.

BACKGROUND / DISCUSSION:

In the last several fiscal years, the City Council has held the line on taxes. For the last three years, the City Council adopted the same tax rate, meaning that there has been no tax rate increase during that time. Specifically, the Council adopted budgets without an increase in the property tax rate. Additionally, last year the City Council unanimously approved an increase to the tax exemption amounts for seniors and the disabled community which provided additional tax savings and much needed tax relief last year to our 52,000 senior and disabled homesteads.

On April 26, 2022 the City Council unanimously voted to direct the City Manager to develop a FY 2023 Budget with a reduction in the property tax rate, while not impacting the delivery of services to the community, in order to minimize the financial impact on taxpayers while continuing to execute our COVID19 economic recovery plan.

While the Proposed Budget for next year accomplishes the Council's commitment to a lower tax rate, the continued impact being experienced from unprecedented inflation has continued to financially impact our residents and businesses.

Therefore, although the City only makes up 29% of the overall property tax bill, it is critical that the Council is proactive by exploring all potential budget adjustments in an effort to ease the burden on our taxpayers.

PRIOR COUNCIL ACTION:

August 18, 2020: City Council adopted a property tax rate of .907301, leading to no tax rate increase

August 24, 2021: City Council adopted a property tax rate of .907301, leading to no tax rate increase

April 26, 2022: City Council unanimously approved directing the City Manager to develop an FY 2023 budget with a property tax rate reduction

AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD:

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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-905, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

El Paso Water, Gilbert Trejo, (915) 594-4497

AGENDA LANGUAGE:

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

Provide an annual report to the City Council on the Stormwater Utility.

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

AGENDA DATE: July 19, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Gilbert Trejo, Chief Operations Officer, El Paso Water, (915) 594-4497

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 7 – Enhance and sustain El Paso infrastructure network

SUBGOAL: Goal 7.1 - Provide reliable and sustainable water supply and distribution systems and stormwater management

SUBJECT:

Provide an annual report to the city council on the stormwater utility.

BACKGROUND / DISCUSSION:

El Paso Water Chief Operations Officer Gilbert Trejo will provide an annual report on the operations and functions of the stormwater utility, including information on the utility's CIP projects, responses to the 2021 monsoon season, outlook for the 2022 monsoon season, and the utility's collaborations and partnerships.

PRIOR COUNCIL ACTION:

Council received a similar report from El Paso Water in prior years, and it most recently received a similar report in 2021.

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: El Paso Water

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

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



Annual Stormwater Presentation FY 2021 – 2022

July 18, 2022

Highlights of Presentation

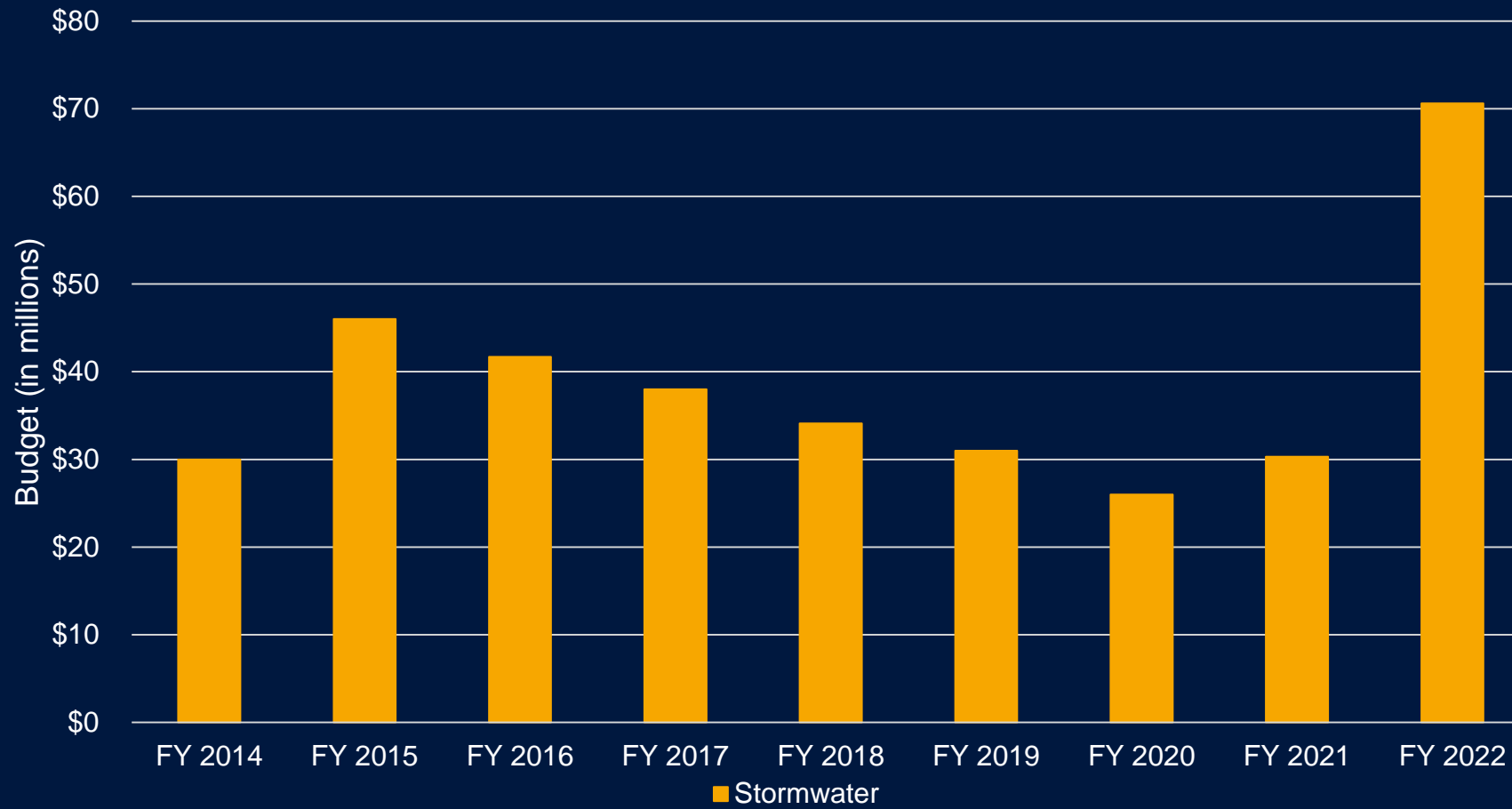
- History of Stormwater Master Plan
- 2021-22 CIP Projects Completed
- 2021-22 Monsoon Emergency Projects
- Upcoming 2022-2023 Projects
- Outlook for 2022 Monsoon
- Stormwater Utility Operations Report
- Partnerships and Community Engagement
- We welcome your help!

Stormwater Master Plan continues to guide the way

- **Stormwater Utility Creation:** In aftermath of Storm 2006, the El Paso City Council in 2008 created the Stormwater Utility and vested management under the Public Service Board.
- **Stormwater Advisory Committee:** In 2009, EPWater engaged a broad group of stakeholders, including engineering experts and community leaders who participated in a Stormwater Advisory Committee to determine and prioritize the city's stormwater needs.
- **Stormwater Master Plan:** The Stormwater Advisory Committee created the Stormwater Master Plan that identified an initial \$650 million in flood control needs.
- **Plan Implementation:** The Plan has guided the stormwater utility's work ever since and more than \$240 million invested in stormwater infrastructure. All built projects have worked as designed to reduce flooding.

Stormwater CIP Trend

CIP Spending FY14 – FY22

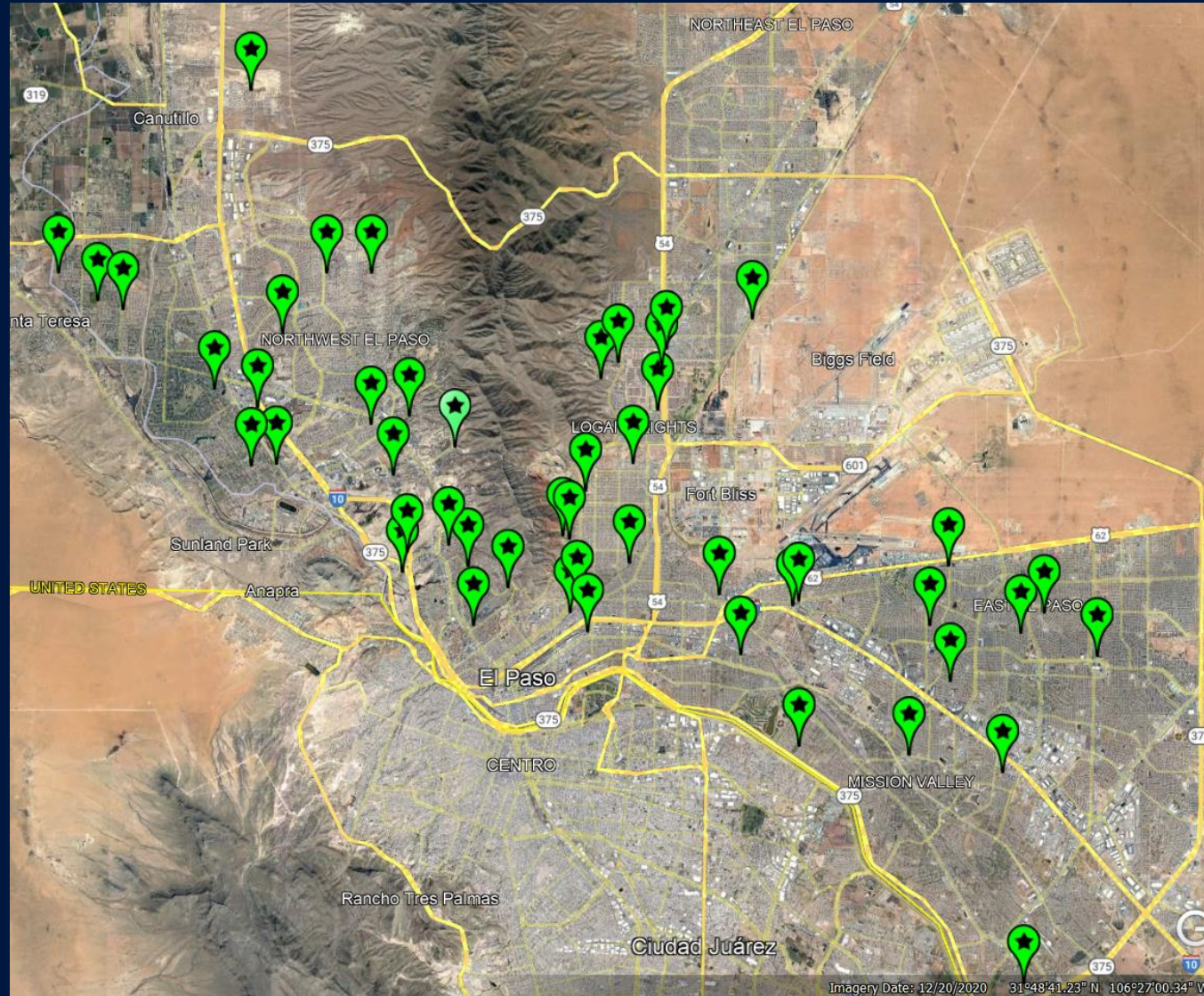


- Large projects were front-loaded to prevent major hazards.
- NADBank *Build America* bond funding helped jump start initial projects.
- CIP budgets subsequently reduced to pay down debt.
- Course correction in FY22 with acceleration of projects based on Council feedback.

FY 2021-2022 CIP Projects

Accomplishments

Projects Completed FY 21-22



Completed

Includes CIP and
Monsoon Emergency
Projects

2021 CIP Projects Completed

PROJECT	COST
Stevens Alley	\$252,000
Sam Snead	\$12,228,997
Old Spanish Trail	\$809,360
Doniphan & Frontera	\$4,163,802
San Lorenzo Pipe Rehabilitation	\$1,074,225
Grissom Pipe Rehabilitation	\$326,156
Carolina Pipe Rehabilitation	\$1,604,178
Samoa & Tahiti Pipe Rehabilitation	\$102,096
Nemexas Drain Replacement	\$18,601
Borderland Pipe Replacement	\$41,648
TOTAL	\$20,621,063

Sam Snead

District 3

Before



After



Installation of drainage system

Morehead Dam

District 8

Before

After



Doniphan & Frontera Junction Box Rehabilitation Project

District 1

Before



After

Conduit lining seepage control

Old Spanish Trail

District 2

Before



After

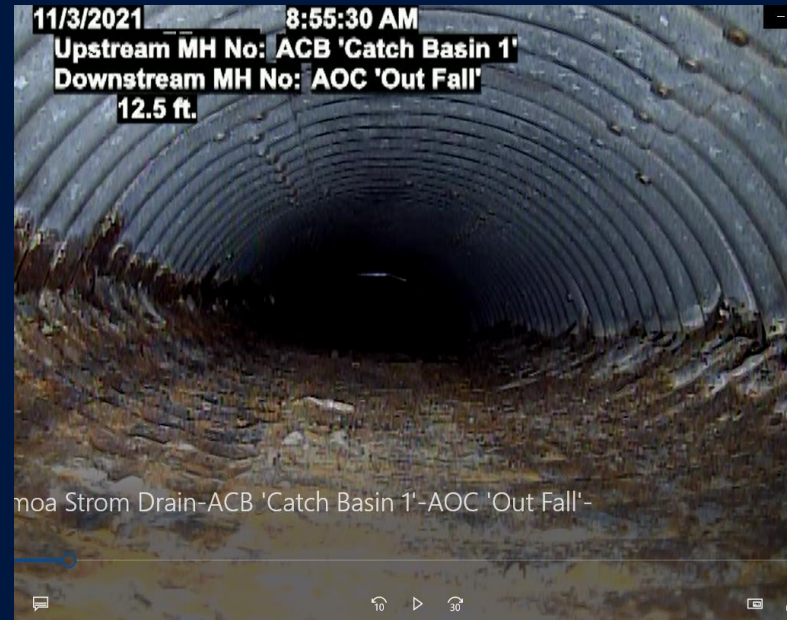


Reconstruction of existing spillway

CMP Rehabilitation Projects

Lining and repairs of aged corrugated metal pipe drainage systems

- Grissom Drive
- Carolina Drive
- Samoa and Tahiti



Before



After

Nemexas Drain at Heritage Farms

District 1

Before



After



Crossing Improvements

Borderland Drain Below Gomez Road

District 1

Before



After



Crossing Improvements

FY 2021-2022 Monsoon Recovery

Accomplishments

Rainfall Data (CoCoRaHs)

Location / Date	Maximum Recorded Rainfall	Percentage of Annual Rainfall (8.92"/yr)
Mission (08/15/21)	1.63"	18.3%
East (08/13/21)	2.22"	24.9%
Central (08/13/21)	4.65"	52.1% (within hours)
Northeast (08/13/21)	3.42"	38.3%
West (08/13/21)	2.59"	29.0%

Stormwater Investments Performed Well

- Gateway Ponds – Prevented frequent major flooding on I-10
- Silver Springs Dam – Prevented major stormwater damage to downstream properties
- Fairbanks Sediment Catch Basin – Prevent debris from mountains from damaging streets
- Northeast Channel – Prevented stormwater from inundating northeast neighborhoods



Gateway Ponds

Completed Emergency Response Projects

- Alabama at Harrison
- New York Channel
- Thunderbird Channel
- Bosworth Channel
- Clark Drive at El Paso Drive
- Edgemere and Airway Channel
- San Marcos Desilting
- Silver Springs Channel
- Ojo de Agua Channel
- High Ridge Channel
- Keystone Dam
- Roxbury Drive at Kent Avenue
- Maple Street Inlet
- Deerman Arroyo and West Drain
- Canterbury Crossing
- Upper Memphis Dam
- Mesa Park Arroyo
- Paragon Channel
- Mission Hills Park Inlet
- Lincoln Pond Desilting
- Copia Pond Solar Pumps
- Flow Path 23 at Hickerson Plant

Alabama and Harrison

District 2



Before



After

Concrete sidewalk and slope stabilization

Thunderbird Channel

District 8



Concrete channel reconstruction

Clark Drive at El Paso Drive

District 2

Before



After



Erosion repair

Clark Drive at El Paso Drive

District 2

Before



After



Concrete channel repair

Edgemere and Airway Channel

Before

District 3

After



Channel reconstruction

San Marcos Desilting Basin

District 2

Before



After



Sediment removal and cleanup

Silver Springs Channel - Fiesta to Cadiz Street

District 8

Before



After



Concrete dissipaters reconstruction

Ojo De Agua Channel

District 1

Before



After



Concrete channel reconstruction

High Ridge Channel

District 1

Before



After



Concrete channel repair

Keystone Dam at Osborne Drive

Before



District 1

After



Berm reconstruction

Roxbury Drive at Kent Avenue

Before



District 1

After



Conduit Repair

Maple Street Inlet – Grant/Arizona

District 2

Before



After

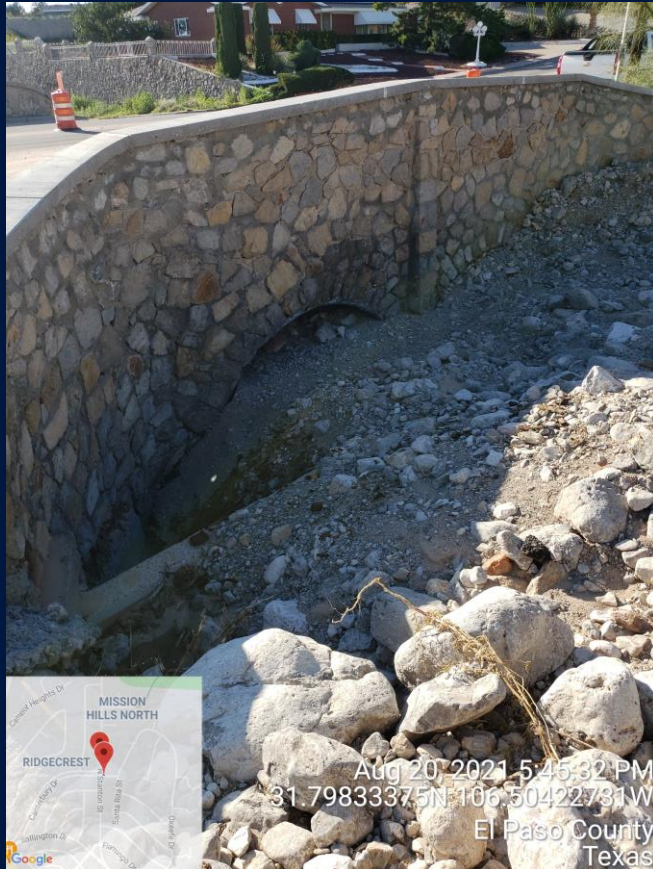


Inlet Reconstruction

Canterbury Crossing

District 8

Before



After



Sediment removal and cleanup

Upper Memphis Dam

District 8

Before



After



Sediment and debris removal and slope stabilization

Mesa Park Arroyo

District 8

Before



After



Arroyo stabilization/rehabilitation

Paragon Channel

District 8

Before



After



Sediment removal and cleanup

Copia Pond Solar Pumps

District 2

Before



After



Solar Pump Installation to pump out water excess

Flow Path 23 at Hickerson Plant

District 8

Before



After

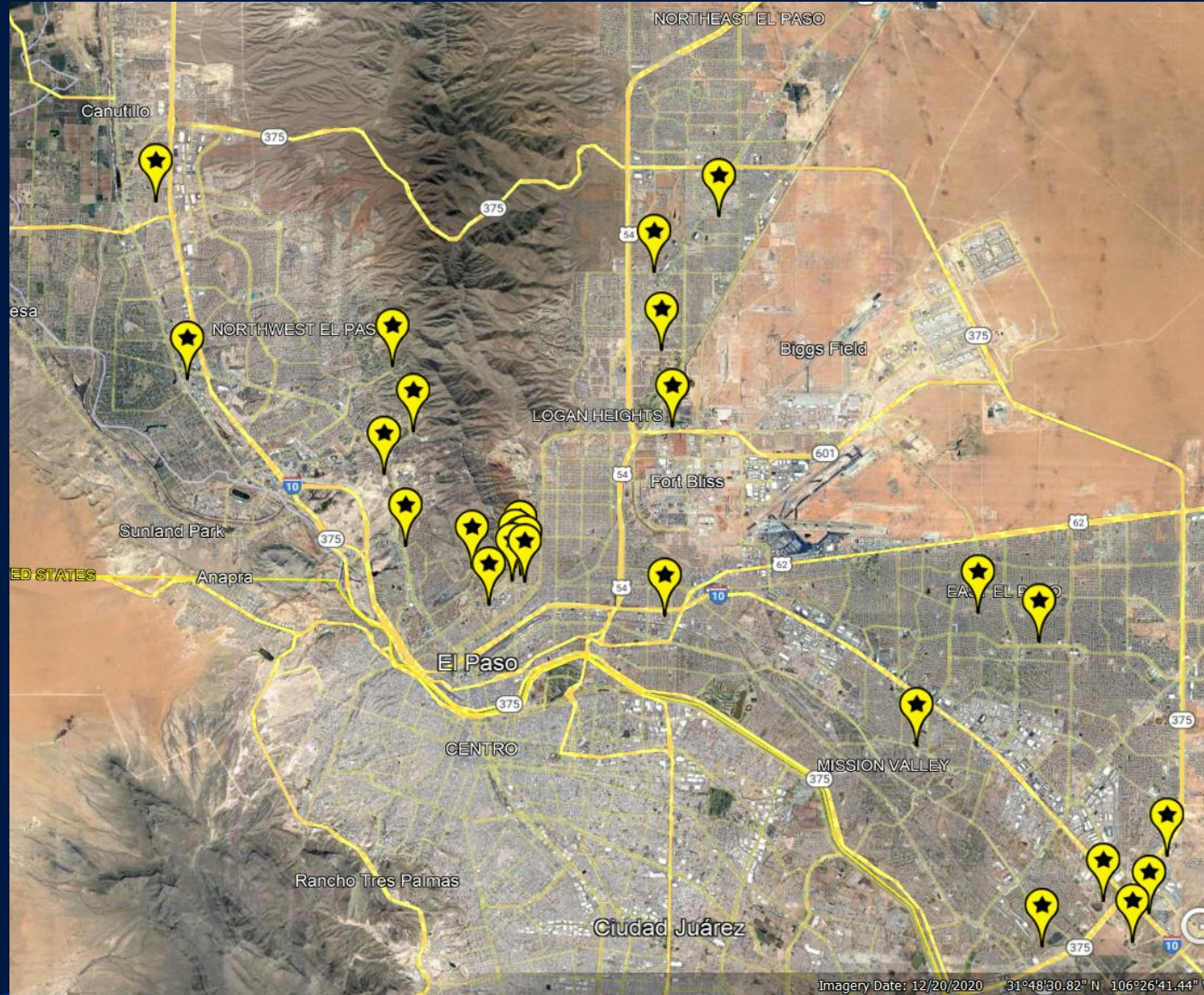


Emergency Projects Still Under Construction

- Killarney Pond at Wedgewood
- Lower Memphis Dam
- Morehead Dam
- Van Buren Dam Cleanup
- Fort Bliss Channel Desilting

Upcoming CIP Projects FY 22-23 (Construction)

Citywide Project Locations FY 21-22



Upcoming construction

Upcoming CIP Projects FY 22-23 (Construction)

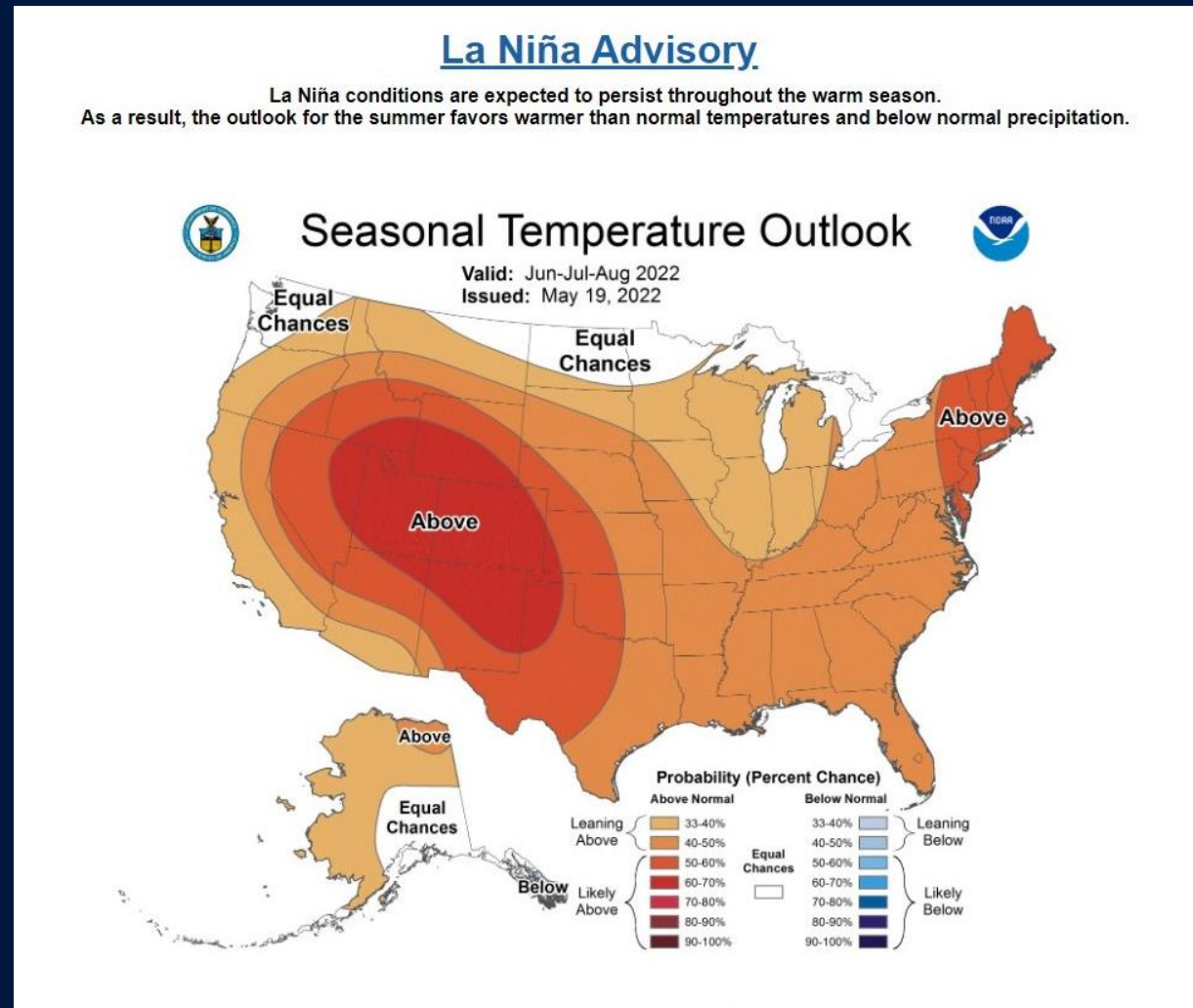
- Fort Bliss Junction Box
- Saint Marks Drainage System
- Animal Services Ponding Area
- Palisades
- Will Ruth
- Arroyo 1
- Murchison Dam #8
- Cliff Dam #10
- Scenic Dam #6
- Denver Dam #9
- San Jose Pond
- Coates Dam improvements
- Grissom & McAfee Phase II Drainage Improvements
- Tremont Dam #7
- Coors Channel Improvements
- Pico Norte Pond Slope Rehabilitation
- Carolina Drive Retention Pond

Projects FY 23-24 (Design)

- Corrugated Metal Pipe (CMP) Replacement Program- Various
- Americas 10 Watershed
- SAC 1 Detention Basin
- SAC 2 Detention Basin
- RV channel Retention Pond
- Flow Path 38 Culvert Crossing at Helen of Troy
- Krupp Drive Drainage Improvements
- White Spur Drain Upstream Expansion
- Feather Lake II Improvements
- Justus Pond
- Hondo Pass Drive Drainage Improvements













Outlook for 2022 Monsoon

- The primary driving factor for the monsoon season will be *El Niño* / *La Niña* weather patterns
- A weakening *La Niña* is conducive to an active monsoon season
- Increased risk for rainfall events is expected



Stormwater Assets and Operations

August 2021 to June 2022

	 Ponds	425 acres maintained
	 Channels & Levees	22 miles cleaned
	 Agricultural Drains	13 miles maintained
	 Storm Drains	1.0 miles of conduits cleaned
	 Inlets	4,397
	 Dams	420 acres maintained

Stormwater Operations

Magnolia Pump Station/Basin cleanup

District 8



Before



After

Stormwater Operations

Grant Drainage Easement Cleanup

District 8



Before



After

Stormwater Operations

Croom Grate cleanup and illegal dumping removal

District 3



Before



After

Stormwater Operations

8300 Loma Terrace Inlet cleanup

District 7



Before

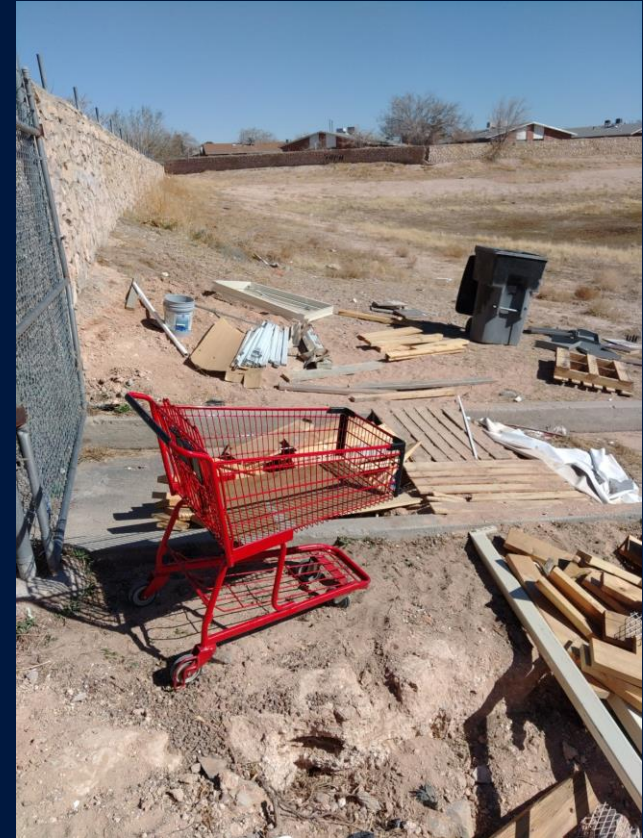
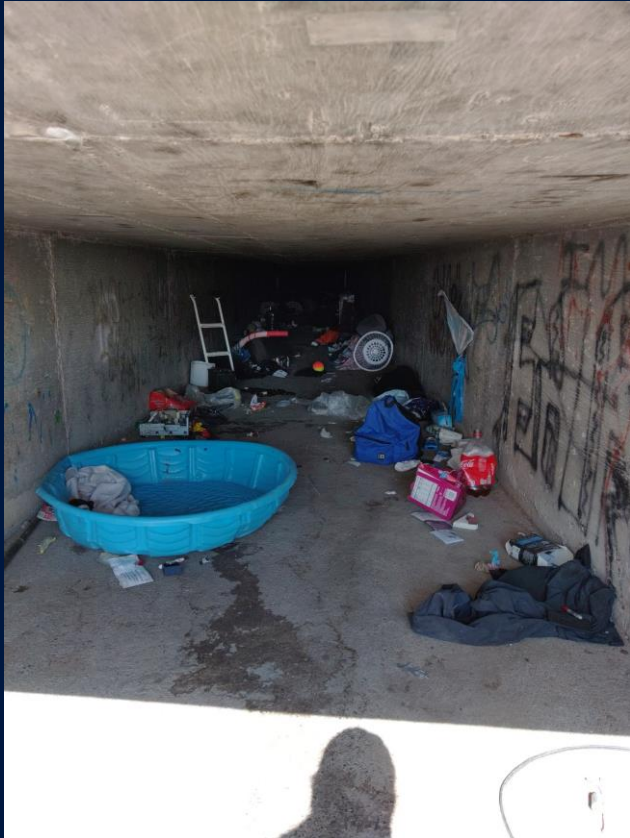


After

Stormwater Operations

Clearing Encampments, Illegal Dumping

Citywide



Nearly 30,000 Sandbags Distributed





Partnerships and Community Engagement

Actively Pursuing Federal/State Funding

Recent Successes

Agency	Project	Amount
U.S. Army Corps of Engineers	Keystone Dam Seepage Repairs	\$1,200,000
U.S. Army Corps of Engineers	Clardy Fox Pump Station	\$3,380,000
U.S. Army Corps of Engineers	Northgate Diversion Channel Improvements	\$3,750,000
U.S. Army Corps of Engineers	Central Cebada Watershed Study	\$1,500,000
Texas Water Development Board	Will Ruth Pond	\$5,000,000

Submitted Requests

Agency	Project	Amount
U.S. Army Corps of Engineers	SAC 1 Detention Basin - Design	\$1,000,000
FEMA	Hickerson Detention Pond	\$2,700,000
FEMA	Canterbury Sediment Basins	\$4,500,000
FEMA	Montview Pump Station	\$6,150,000
FEMA	Alcan Pond	\$7,500,000

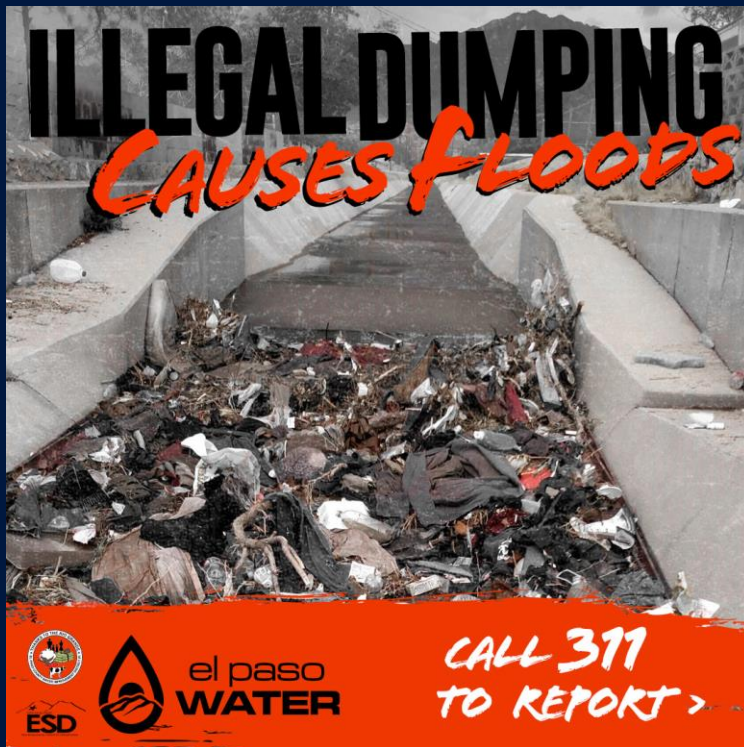
Tours of the Stormwater System

- EPWater staff has hosted tours of the stormwater system for several council members, community members and the media
- Provides the opportunity to see the enormity of the system and see first-hand some of the major stormwater protection projects



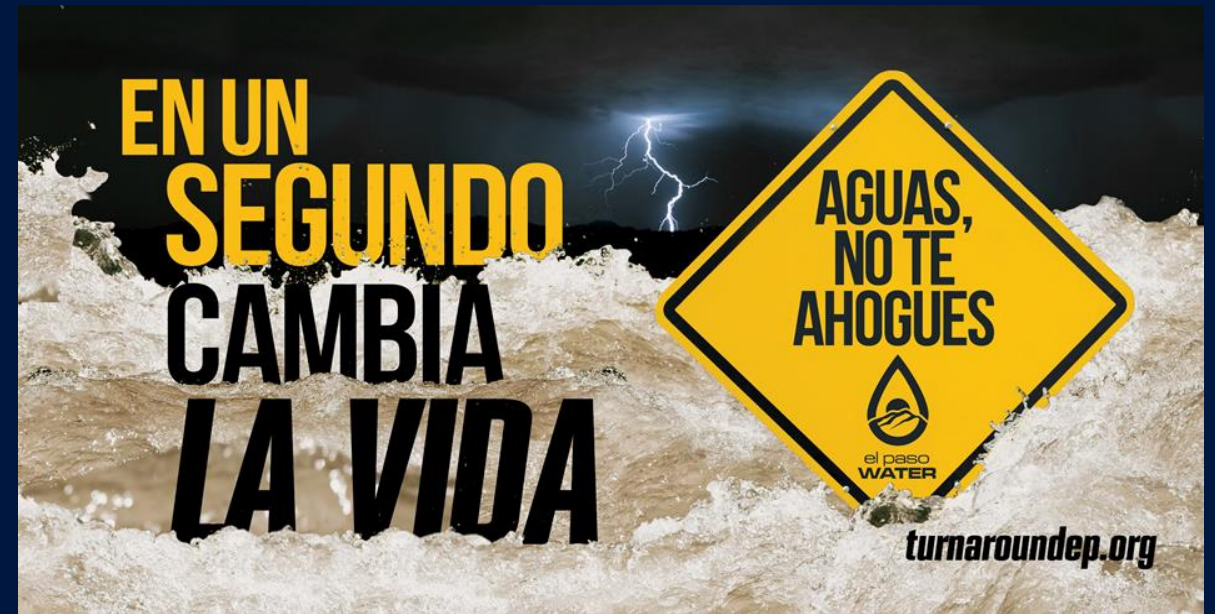
Broad campaign to raise awareness

The campaign is bi-lingual and uses a variety of media to target key audiences to help raise awareness of this widespread problem. Outreach includes social media, radio, email, digital static ads, bus ads, and print publication advertising.



PSAs for Flood Safety

- EPWater works with stakeholders to urge drivers to not drive through flooded streets.
- Previous bilingual campaigns included radio spots, billboards, internal bus displays and bench ads, digital ads, and a microsite.



Who to call during flood events

- 911 – Emergency
- 311 – Non-emergency
- EPWater Dispatch: (915) 594-5775

How you can help

- Share public service information with constituents
- Help the community to understand that streets are an integral part of the stormwater system
 - Streets are designed to convey water to the stormwater system. Water collects briefly on streets before entering the stormwater system
- Support non-profit partnership programs to help residents repair private property after flood events
- Update the City's Drainage Design Manual to meet Atlas 14 standards
- Support stormwater fee increases for continued infrastructure investments
- Encourage Green Infrastructure
 - Consider innovative and sustainable policy solutions to stormwater needs



Questions and Comments



Legislation Text

File #: 22-897, 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, 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. PZST22-00007, to allow for Infill Development with a reduction in lot area, lot depth, rear yard setback, and cumulative front and rear yard setback, and imposing a condition on the property described as a portion of Lot 25 and a portion of Lot 26, Block J, Thomas Manor Unit Six, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.280 Infill Development 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: 7764 & 7768 Hockney Street

Applicant: Armando Andres Saldivar, PZST22-00007

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

AGENDA DATE: July 19, 2022
PUBLIC HEARING DATE: August 16, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Andrew Salloum, (915) 212-1603

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 granting Special Permit No. PZST22-00007, to allow for Infill Development with a reduction in lot area, lot depth, rear yard setback, and cumulative front and rear yard setback, and imposing a condition on the property described as a portion of Lot 25 and a portion of Lot 26, Block J, Thomas Manor Unit Six, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.280 Infill Development 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: 7764 & 7768 Hockney Street
Applicant: Armando Andres Saldivar, PZST22-00007

BACKGROUND / DISCUSSION:

The applicant is requesting a special permit to allow for an infill development for single family dwellings in the R-5 (Residential) zone district in accordance with the El Paso City Code Section 20.04.320 Special Permit. The City Plan Commission recommended 8-0 to approve the proposed special permit with a condition on June 16, 2022. As of July 11, 2022, the Planning Division received a letter in opposition to the special permit request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST22-00007, TO ALLOW FOR INFILL DEVELOPMENT WITH A REDUCTION IN LOT AREA, LOT DEPTH, REAR YARD SETBACK, AND CUMULATIVE FRONT AND REAR YARD SETBACK, AND IMPOSING A CONDITION ON THE PROPERTY DESCRIBED AS A PORTION OF LOT 25 AND A PORTION OF LOT 26, BLOCK J, THOMAS MANOR UNIT SIX, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.10.280 INFILL DEVELOPMENT OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, Armando Andres Saldivar, have applied for a Special Permit for infill development under Section 20.10.280 of the El Paso City for a reduction in lot area, lot depth, rear yard setback, and cumulative front and rear yard setback; and,

WHEREAS, a report was made to 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 Sections 20.04.320 of the El Paso City Code.

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

1. That the property described as follows is in a R-5 (Residential) Zone District:
A portion of Lot 25 and a portion of Lot 26, Block J, Thomas Manor Unit Six, City of El Paso, El Paso County, Texas , *City of El Paso, El Paso County, Texas and as more particularly described by metes and bounds on the attached Exhibit "A"; and,*
2. That the City Council hereby grants a Special Permit under Sections 20.04.320 of the El Paso City Code, to allow an infill development for a reduction in lot area, lot depth, rear yard setback, and cumulative front and rear yard setback, and imposing a condition that:
Prior to issuance of certificates of occupancy, an eight foot (8') masonry wall be erected along the rear property line abutting Cesar Chavez Highway; and
3. That this Special Permit is issued subject to the development standards in the (Residential) District regulations and is subject to the approved Detailed Site Development Plan, signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as Exhibit "B" and incorporated herein by reference for all purposes; and,

ORDINANCE NO. _____

PZST22-00007

22-1007-2930|1184809

PZST22-00007 | 7764 and 7768 Hockney | Special Permit

WNV

4. That if at any time the Owners fail to comply with any of the requirements of this Ordinance, Special Permit No. PZST22-00007 shall automatically terminate, and construction shall stop or occupancy shall be discontinued, until any such violation ceases; and,
5. That the Owners 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 of the City Plan Commission before building permits are issued.

ADOPTED this _____ day of _____, 2022.


THE CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:

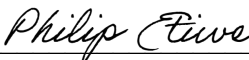
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning and Inspections Department

ORDINANCE NO. _____
22-1007-2930|1184809
PZST22-00007 | 7764 and 7768 Hockney | Special Permit
WNV

PZST22-00007

AGREEMENT

Armando Andres Saldivar, referred to in the above Ordinance, hereby agree to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the R-5 (Residential) District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 07 day of July, 2022.

Armando Andres Saldivar:

By: Arman L Saldivar owner
(name/title)

[Signature]
(signature)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 07 day of July, 2022, by Armando Saldivar, as Owner.

My Commission Expires:



[Signature]
Notary Public, State of Texas

Notary's Printed or Typed Name:

Brenda Chacon

A Portion of Lot 25, Block J,
Thomas Manor Unit Six,
City of El Paso, El Paso County, Texas
March 15, 2022

METES AND BOUNDS DESCRIPTION

7764 Hockney Street
Exhibit "A"

FIELD NOTE DESCRIPTION of a portion of Lot 25, Block J, Thomas Manor Unit Six, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a city monument located at the centerline intersection of Hockney Street (60' R.O.W.) and Bernardine Avenue (60' R.O.W.); **THENCE**, leaving said centerline intersection, North $40^{\circ}36'53''$ West, a distance of 78.86 feet to a found iron rod for corner at the common boundary corner of Lots 25 and 26, same being the westerly right-of-way line of Hockney Street and the **POINT OF BEGINNING** of the herein described parcel;

THENCE, leaving said westerly right-of-way line of Hockney Street and along the common boundary line of Lots 25 and 26, South $71^{\circ}16'04''$ West, a distance of 47.36 feet to a point for corner at the easterly right-of-way line of Highway Loop 375;

THENCE, leaving said common boundary line and along the easterly right-of-way line of Highway Loop 375, North $10^{\circ}34'43''$ West, a distance of 56.47 feet to a point for corner at the common boundary line of Lots 24 and 25;

THENCE, leaving said easterly right-of-way line of Highway Loop 375 and along the common boundary line of Lots 24 and 25, North $70^{\circ}31'47''$ East, a distance of 39.00 feet to a found nail for corner at the westerly right-of-way line of Hockney Street;

THENCE, leaving said common boundary line and along said westerly right-of-way line of Hockney Street, 56.40 feet along the arc of a curve to the right whose radius is 4384.98 feet, whose interior angle is $00^{\circ}44'13''$, whose chord bears South $19^{\circ}06'00''$ East, a distance of 56.40 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 2,426.53 square feet or 0.0557 acres of land more or less.

Carlos M. Jimenez
R.P.L.S.# 3950

CAD Consulting Co.
1790 Lee Trevino Drive. Suite 309
El Paso, Texas 79936
(915) 633-6422
J:\M&B\2022\7764 Hockney



A Portion of Lot 26, Block J,
Thomas Manor Unit Six,
City of El Paso, El Paso County, Texas
March 15, 2022

METES AND BOUNDS DESCRIPTION

7768 Hockney Street
Exhibit "A"

FIELD NOTE DESCRIPTION of a portion of Lot 26, Block J, Thomas Manor Unit Six, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a city monument located at the centerline intersection of Hockney Street (60' R.O.W.) and Bernardine Avenue (60' R.O.W.); **THENCE**, leaving said centerline intersection, North 79°19'29" West, a distance of 34.16 feet to a found iron rod for corner at the common boundary corner of Lots 26 and 27, same being the westerly right-of-way line of Hockney Street and the **POINT OF BEGINNING** of the herein described parcel;

THENCE, leaving said westerly right-of-way line of Hockney Street and along the common boundary line of Lots 26 and 27, South 72°00'21" West, a distance of 54.98 feet to a point for corner at the easterly right-of-way line of Highway Loop 375;

THENCE, leaving said common boundary line and along the easterly right-of-way line of Highway Loop 375, North 10°34'43" West, a distance of 56.27 feet to a point for corner at the common boundary line of Lots 25 and 26;

THENCE, leaving said easterly right-of-way line of Highway Loop 375 and along the common boundary line of Lots 25 and 26, North 71°16'04" East, a distance of 47.36 feet to a found iron rod for corner at the westerly right-of-way line of Hockney Street;

THENCE, leaving said common boundary line and along said westerly right-of-way line of Hockney Street, 56.41 feet along the arc of a curve to the right whose radius is 4384.98 feet, whose interior angle is 00°44'13", whose chord bears South 18°21'46" East, a distance of 56.41 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 2,873.04 square feet or 0.0659 acres of land more or less.

Carlos M. Jimenez
R.P.L.S.# 3950

CAD Consulting Co.
1790 Lee Trevino Drive. Suite 309
El Paso, Texas 79936
(915) 633-6422
J:\M&B\2022\7768 Hockney



7764 and 7768 Hockney Street

City Plan Commission — June 16, 2022 **(REVISED)**



CASE NUMBER: PZST22-00007
CASE MANAGER: Andrew Salloum, (915) 212-1603, SalloumAM@elpasotexas.gov
PROPERTY OWNER: Armando Andres Saldivar
REPRESENTATIVE: Enrique Ayala
LOCATION: 7764 and 7768 Hockney (District 3)
PROPERTY AREA: 0.12 acres
EXISTING ZONING: R-5 (Residential)
REQUEST: Special Permit to allow for an infill development for single-family dwellings in R-5 (Residential) zone district
RELATED APPLICATIONS: None
PUBLIC INPUT: As of June 16, 2022, received a letter in opposition

SUMMARY OF REQUEST: The applicant is requesting a special permit to allow for an infill development for single family dwellings in R-5 zone district in accordance with the El Paso City Code Section 20.04.320 Special Permit.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the special permit for an infill development in R-5 (Residential) zone district. The proposal meets all the requirements of 20.04.320 Special Permit and 20.04.150 Detailed Site Development Plan. It is also based on consistency with *Plan El Paso*, the City's adopted Comprehensive Plan.

PZST22-00007



Figure A. Detailed Site Development Plan Superimposed on Aerial Imagery

DESCRIPTION OF REQUEST: The applicant is requesting a special permit for infill development and detailed site development plan review to reduce the required lot area, lot depth, rear yard setback, and cumulative front and rear yard setbacks in the R-5 (Residential) district. The subject property is vacant. The detailed site development plan shows new single-family dwellings with a total area of 634.56 square feet for Lot 25, 990.46 square feet for Lot 26, and 12 feet 6 inches in height above the surface at its highest point. The applicant is requesting the following reductions for Lot 25 from the required lot area of 4,500 square feet to 2,426.53 square feet, from the required lot depth of 90 feet to 39 feet, from the required rear yard setback 10 feet to 5.4 feet and from the required cumulative front & rear yard setback 45 feet to 23.6 feet. Also, the applicant is requesting the following reductions for Lot 26: from the required lot area of 4,500 square feet to 2,873.04 square feet, from the required lot depth of 90 feet to 47.36 feet, from the required rear yard setback 10 feet to 4.7 feet and from the required cumulative front & rear yard setback 45 feet to 22.9 feet. The detailed site development plan demonstrates compliance with all other applicable standards. Access to the subject property is proposed from Hockney Street. The following table summarizes the request:

Density/Setback - R-5 zone district	Required	Lot 25 – Proposed	Lot 26 – Proposed
Lot area	4,500 sq. ft.	2,426.53 sq. ft.	2,873.04 sq. ft.
Lot width	45 ft.	56.47 ft.	56.27 ft.
Lot depth	90 ft.	39 ft.	47.36 ft.
Front yard setback	10 ft.	14.6	14.6
Rear yard setback	10 ft.	5.4 ft.	4.7 ft.
Side yard setback	5 ft.	5 ft.	5 ft.
Side street yard setback	10 ft.	N/A	N/A
Cumulative front & rear yard setback	45 ft.	23.6 ft.	22.9 ft.

Note: bold indicated requested reductions

COMPLIANCE WITH SPECIAL PERMIT FOR INFILL DEVELOPMENT STANDARDS (El Paso City Code 20.10.280)	
Criteria	Does the Request Comply?
Location Criteria: An infill development may be located on any parcel of land, which meets at least one of the location criteria.	Yes. The subject property is part of the Thomas Manor Subdivision, which was platted in 1955. This satisfies Mandatory Requirement 20.10.280.B.3 of the El Paso City Code - "Any parcel of land annexed prior to 1955."
Mandatory Design Requirement 1.1: Where on-site surface parking is proposed, it shall be located at the rear of the property and when possible accessed via alleyway; or at the side of the property and screened in accordance with Section 21.50.070.F5 of the El Paso City Code.	Yes. The property is located in a residential zone district where most of the lots have been developed and all homes along the block provide parking in the front. As per Section 20.10.280(C) (1.i.1.e) of the El Paso City Code. Parking in the rear would not be consistent with existing development along the block face.
Mandatory Design Requirement 1.2: Buildings shall be placed on the parcels such that the principal orientation is toward the main street and the principal entrance is from the sidewalk.	Yes. The proposed development shows a building where the principal orientation is towards Hockney Street (main street) and the principal entrance with access from the sidewalk.
Mandatory Design Requirement 1.3: For proposals abutting existing residential development the front setback shall not deviate from the average front setback of lots within the same block as the proposed development by more than 15%.	Yes. The property is located in a residential zone district where most of the lots have been developed with an average setback of 20 feet for all lots within the same block. The proposed development has an 18.2 feet front setback to within a deviation from the average of 9%. Of the setback requirement
Selective Design Requirement 2.7: The total width of the primary structure is greater than 80% of the total lot with along the main street. For the purposes of this calculation any necessary vehicular access driveway shall be subtracted from the total lot width.	Yes. The total width of the primary structure is 86.5% of the total lot with along Hockney Street (main street).

COMPLIANCE WITH SPECIAL PERMIT FOR INFILL DEVELOPMENT STANDARDS (El Paso City Code 20.10.280)	
Selective Design Requirement 2.10: For projects in residential districts, the applicant shall demonstrate that the parcel has been vacant or underdeveloped for no less than 15 years. For purposes of this guideline only, underdeveloped shall be defined as parcels, which do not meet the maximum density permitted in the base zoning district.	Yes. The subject property has been vacant since it was officially platted back in 1953 as a part of Thomas Manor Subdivision.
Selective Design Requirement 2.11: For projects in residential districts the applicant shall demonstrate that a private frontage as described in The El Paso City Code 21.80, Table 7a through 7e is proposed.	Yes. As per The El Paso City Code Section 21.80.100-Table 7(a) Common Yard: The proposed development has a common yard with a planted frontage. The design shows an unfenced yard which is visually continuous with adjacent yards, supporting a common landscape.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (El Paso City Code 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 applicant is requesting the following reductions: from the required lot area 4,500 sq. ft. to 2,426.53 sq. ft., from the required lot depth 90 ft. to 39 ft., from the required rear yard setback 10 ft. to 4.7 ft. and from the required cumulative front and rear yard setback 45 ft. to 22.9 ft.
2. Furthers <i>Plan El Paso</i> and applicable neighborhood plans or policies.	Yes. The request complies with the recommendations of <i>Plan El Paso</i> and the G-3 future land use designation. The proposed development would increase the available housing stock in an area facing limited housing stock.
3. Adequately served by and will not impose an undue burden upon public improvements.	Yes. The subject property directly abuts Hockney Street, a local street. No reviewing departments had adverse comments, and the existing infrastructure is deemed appropriate to support the proposed use.
4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development.	Yes. No environmental problems currently existing or are anticipated from the approval of the proposed special permit and detailed site development plan. Adequate stormwater management is demonstrated, and no departments had adverse comments.
5. The design of the proposed development mitigates substantial environmental problems.	Yes. Subject property does not involve greenfield/ environmentally sensitive land or arroyo disturbance.
6. The proposed development provides adequate landscaping and/or screening where needed.	Yes. The development will comply with landscaping ordinance requirements.
7. The proposed development is compatible with adjacent structures and uses.	Yes. The existing uses and building configurations are similar to other properties in the immediate area.
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?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-3, Post-War: This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes, the subject property and the proposed developments meet the intent of the G-3 Post-War Future Land Use designation. The proposed development is adjacent to residential neighborhood. The proposed development would increase the available housing stock in an area facing limited housing stock.</p>
<p>Compatibility with Surroundings: The proposed use is compatible with those surrounding the site:</p> <p>R-5 (Residential) District: The purpose of this district is to promote and preserve residential development within the city to create basic neighborhood units. It is intended that the district regulations maintain a low density of dwelling units supporting a suburban-urban interface that permits developments utilizing varying lot configurations. The regulations of the districts will permit primarily single-family and two-family residential areas, and recreational and institutional uses incidental to and serving the neighborhood.</p>	<p>Yes. The subject property and its surrounding areas are zoned R-5 (Residential). The surrounding uses are single-family dwellings. The proposed development is compatible with the surrounding uses within its proximity.</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>The proposed development is not within any historic districts or study area plan boundaries.</p>
<p>Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.</p>	<p>The proposed development is not anticipated to pose any adverse effects on the community.</p>
<p>Natural Environment: Anticipated effects on the natural environment.</p>	<p>Subject property does not involve greenfield/environmentally sensitive land or arroyo disturbance.</p>
<p>Stability: Whether the area is stable or in transition.</p>	<p>The area is stable and the proposed development is compatible with the existing residential zoning and uses of the surrounding properties.</p>
<p>Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.</p>	<p>The proposed development is within an older, stable area of the city. The established neighborhood is comprised of single-family and multi-family dwellings.</p>

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property borders Hockney Street which is designated as a local street as per the City of El Paso's Major Thoroughfare Plan (MTP) and is adequate to serve the proposed development. Sidewalks will be required to be constructed as part of the proposed development. Access is proposed from Hockney Street.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No objections to proposed special permit. There were no adverse comments received from the reviewing departments. Applicant is responsible for obtaining all applicable permits and approvals prior to construction.

PUBLIC COMMENT: The subject property lies within the boundaries of Mission Valley Association, Corridor 20 Civic Association, and Thomas Manor Neighborhood Association which were notified of the special permit application. Public notices were mailed to property owners within 300 feet of the subject property on June 3, 2022. As of June 16, 2022, the Planning Division received a letter in opposition to the request from the public.

RELATED APPLICATIONS: N/A.

CITY PLAN COMMISSION OPTIONS:

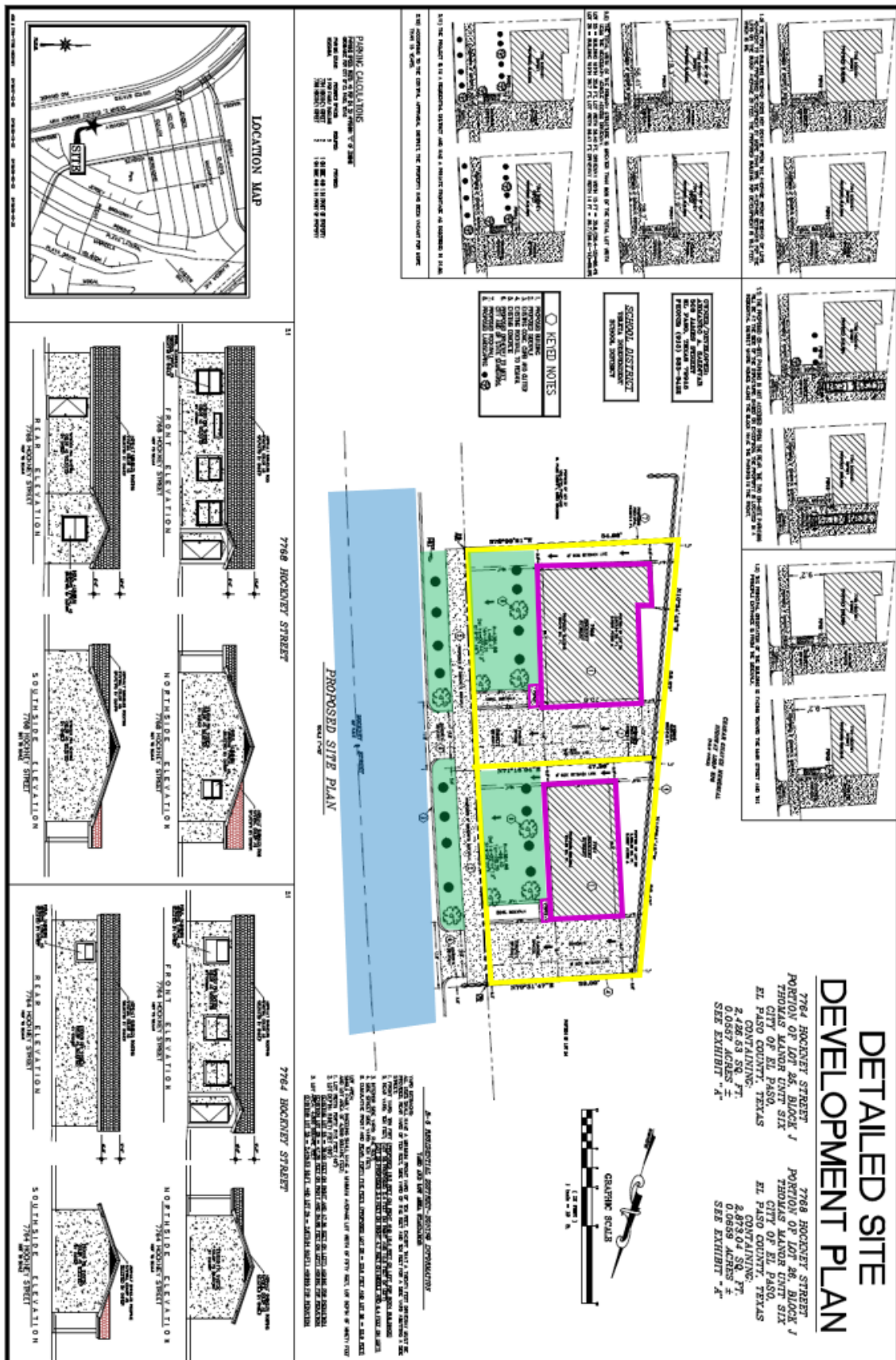
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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:

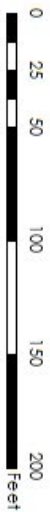
1. Detailed Site Plan
2. Zoning Map
3. Department Comments
4. Neighborhood Notification Boundary Map
5. Letter in opposition

ATTACHMENT 1



ATTACHMENT 2

This map is designed for illustrative purposes only. The features depicted herein are approximate and more detailed studies may be required to draw accurate conclusions. Discrepancies of this map to actual ground data may be caused by errors in data or map preparation. The City of San Antonio is not responsible for any errors or omissions. Planning Division makes no claim to the accuracy of this map.



PZST22-00007

ATTACHMENT 3

Planning and Inspections Department – Planning Division

Staff recommends APPROVAL of the special permit for an infill development in R-5 (Residential) zone district. The proposal meets all the requirements of 20.04.320 Special Permit and 20.04.150 Detailed Site Development Plan.

Planning and Inspections Department – Plan Review

No objections to the special permit and detailed site development plan.

No objections to the proposed special permit. At the time of submittal for building permits, the project will need to comply with all applicable municipal and building code requirements.

Planning and Inspections Department – Land Development

No comments received.

Fire

No adverse comments.

Sun Metro

No comments received.

Streets and Maintenance Department

A TIA is not required for this application per Section 19.18.010.B. of the El Paso Code.

Texas Department of Transportation

No runoff is permitted in the direction toward state ROW and grading shall be sloped away from the State ROW.

Note: it complies with TxDOT's comments as shown on detailed site development plan.

Environmental Services Department

No comments received.

El Paso County Water Improvement District #1

No adverse comments.

El Paso Water

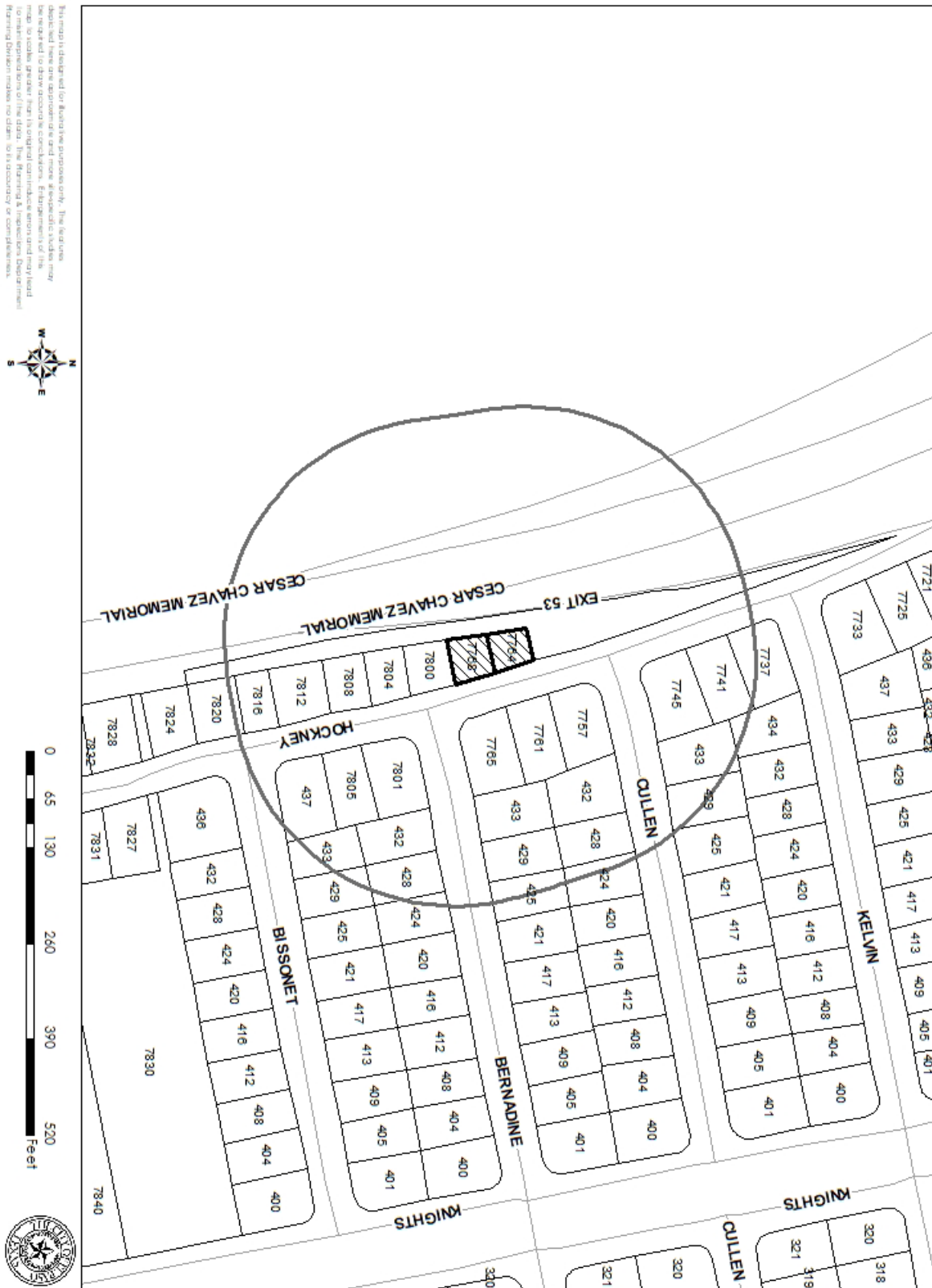
No comments received.

El Paso Water - Stormwater Engineering

No comments received.

ATTACHMENT 4

PZST22-00007



ATTACHMENT 5

①

Case PZST22-00007

In Regards to Planning
& Inspections Dept.

Attn: Philip F Etienne

I Lydia Jimenez
live on Hockney Street
One of the reasons for
more apartments in
this area is that
already people park on
Hockney Street, most
of this people have 2
or more cars, another
one is that most of us
that live here in this
area are Senior Citizens
70 or more years old.
etc etc. Therefore

②

It would not be
wise for more apartments
in this area

Yours Truly

Lydia Jimenez

7820 Hockney

City 79915



Legislation Text

File #: 22-909, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 7

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

Planning and Inspections, Nina Rodriguez, (915) 212-1561

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of a portion of Tracts 3 & 4, Block 6, Christy Tract, in Block 31, Ysleta Grant, 541 Schwabe Street, City of El Paso, El Paso County, Texas from R-3 (Residential) and R-F (Ranch and Farm) to R-5 (Residential). 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: 541 Schwabe Street

Applicant: John Sayen and Rosa Isela Sayen, PZRZ22-00010

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

AGENDA DATE: July 19, 2022
PUBLIC HEARING DATE: August 16, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Nina Rodriguez, (915) 212-1561

DISTRICT(S) AFFECTED: District 7

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of a portion of Tracts 3 & 4, Block 6, Christy Tract, in Block 31, Ysleta Grant, 541 Schwabe Street, City of El Paso, El Paso County, Texas from R-3 (Residential) and R-F (Ranch and Farm) to R-5 (Residential). 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: 541 Schwabe Street
Applicant: John Sayen and Rosa Isela Sayen, PZRZ22-00010

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone to allow for single-family dwellings and/or duplexes. City Plan Commission recommended 5-0 to approve the proposed request on June 2, 2022. This case will be reconsidered at the July 28, 2022 City Plan Commission public hearing to address public notice issue. As of July 11, 2022, the Planning Division has not received any communication in support or opposition to the rezoning request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF TRACTS 3 & 4, BLOCK 6, CHRISTY TRACT, IN BLOCK 31, YSLETA GRANT, 541 SCHWABE STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) AND R-F (RANCH AND FARM) TO R-5 (RESIDENTIAL). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, the zoning of **a portion of Tracts 3 & 4, Block 6, Christy Tract, in Block 31, Ysleta Grant, 541 Schwabe Street**, located in the City of El Paso, El Paso County, Texas, be changed from **R-3 (Residential) and R-F (Ranch and Farm)** to **R-5 (Residential)**, 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 _____, 2022.


THE CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:


Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

PROPERTY DESCRIPTION

541 SCHWABE

Description of a parcel of land being a portion of Tracts 3 & 4, Block 6, Christy Tract, in Block 31, Ysleta Grant, City of El Paso, El Paso County, Texas, map of said Christy Tract, recorded in volume 6, page 48, El Paso County plat records, El Paso County, Texas, and also being that parcel described in volume 1893, page 721, and described as follows;

Commencing at a city monument found at the intersection of Schwabe Street (40' wide) with Valley View Drive (40' wide), from which a city monument found at the intersection with S. Yarbrough Drive bears North 71°10'45" West a distance of 693.23' along the centerline of Valley View Drive; thence, along the centerline of said Valley View Drive North 71°10'45" West a distance of 20.00'; thence leaving said centerline of Valley View Drive, North 18°49'15" East a distance of 20.00' to a chiseled "V" in concrete at the intersection of the northern ROW of Valley View Drive with the western ROW of Schwabe Street; also being the southeastern most corner of Said Tract 3, Block 6, Christy Tract, and being the "Point Of Beginning";

Thence, along the northern ROW of Valley View Drive, North 71°10'00" West a distance of 153.30' to a chiseled "V" in concrete set for the southwestern most corner of this parcel;

Thence, leaving said northern ROW of Valley View Drive, North 18°47'00" East a distance of 152.13' to a rebar found for the northernmost corner of this parcel;

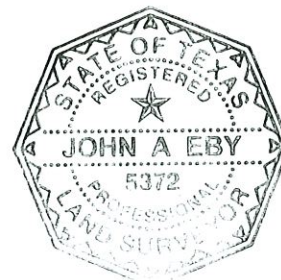
Thence, South 71°10'00" East a distance of 153.30' to a 1/2" rebar found for the northeastern most corner of this parcel, also being a point on the western ROW of Schwabe Street;

Thence, along the western ROW of Schwabe Street, South 18°47'00" West a distance of 152.13' to the "Point Of Beginning" and containing 23,322 sq. ft. or 0.5354 acres.

Based on a field survey performed under my supervision and dated 11/01/2021.


John A. Eby, Texas R.P.L.S. 5372 NM PLS 17779

Paso Del Norte Surveying Inc.
13998 Bradley Road
El Paso, TX. 79938
915-241-1841
TBPEPS FIRM #10001200



541 Schwabe Street

City Plan Commission — June 2, 2022

REZONING



CASE NUMBER: PZRZ22-00010
CASE MANAGER: Nina Rodriguez, (915) 212-1561, RodriguezNA@elpasotexas.gov
PROPERTY OWNER: John Sayen and Rosa Isela Sayen
REPRESENTATIVE: Del Rio Engineering, Inc
LOCATION: 541 Schwabe Street (District 7)
PROPERTY AREA: 0.5354 acres
REQUEST: Rezone from R-3 (Residential) and R-F (Ranch and Farm) to R-5 (Residential)
RELATED APPLICATIONS: None
PUBLIC INPUT: None received as of May 26, 2022

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-3 (Residential) and R-F (Ranch and Farm) to R-5 (Residential) to allow for single-family dwellings and/or duplexes.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the request. The proposed zoning district is consistent with residential uses in the surrounding area and consistent with *Plan El Paso*, the City's Comprehensive Plan and the G-3, Post-War future land use designation.

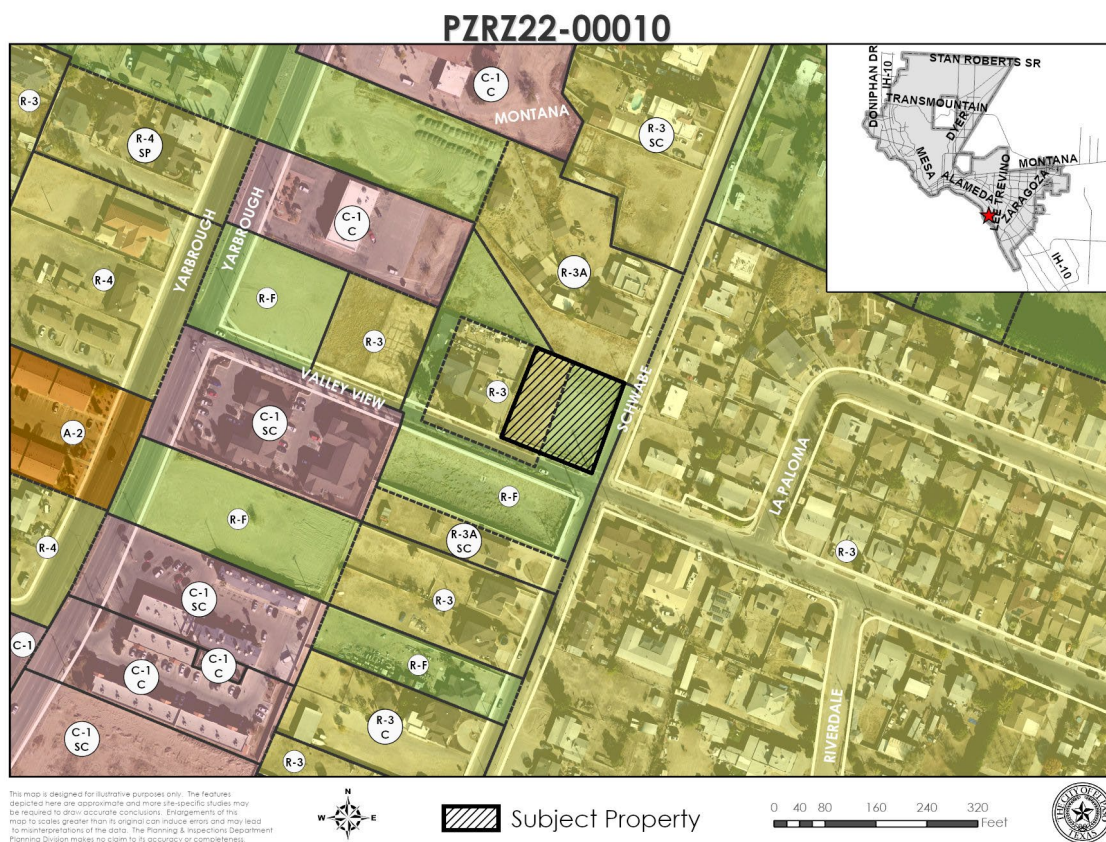


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone a 0.5354-acre property from R-3 (Residential) and R-F (Ranch and Farm) to R-5 (Residential) to allow for single-family dwellings. The conceptual plan shows three (3) proposed lots with single-family dwellings to be developed. The proposed R-5 zoning district would also allow duplexes. Access to the subject property is provided from Valley View Drive and Schwabe Street.

PREVIOUS CASE HISTORY: N/A

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER:

The proposed single-family dwelling use and R-5 (Residential) district is consistent with the residential districts in the immediate area, and is in character with the areas surrounding the subject property. Adjacent properties to the east and west are single-family dwelling uses in R-3 (Residential) zoning districts, and the properties to the north are also single-family dwelling uses zoned R-3A (Residential) and R-F (Ranch and Farm). By rezoning the subject property to an R-5 (Residential) district, the owner will can provide more housing and more diverse residential options. The property immediately south of the subject property is a pond and zoned R-F (Ranch and Farm). The distance to the nearest school, Rio Bravo Middle School, is 0.31 miles and the distance to the nearest park, J.P. Sharver Park is 0.44 miles.

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-3, Post-War: This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The proposed development is compatible with the future land use designation. The proposed development would increase the available housing stock in an area facing limited housing stock.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>R-5 (Residential) District: The purpose of the district is to promote and preserve residential development within the city to create basic neighborhood units. It is intended that the district regulations maintain a low density of dwelling units supporting a suburban-urban interface that permits developments utilizing varying lot configurations. The regulations of the district will permit primarily single-family and two-family residential areas, and recreational and institutional uses incidental to and serving the neighborhood.</p>	<p>Yes. The Adjacent properties to the east, west, and north are residential zones, the property to the south of the subject property is a vacant R-F (Ranch and Farm) zone. The proposed R-5 (Residential) zoning district is compatible with the other zoning districts surrounding the subject property. Changing the current zoning designation of the subject property to an R-5 (Residential) district allows for more density and more diverse residential uses, thereby serving the community with a variety of housing options.</p>

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.	Yes. Access to the subject property is provided by Schwabe Street and Valley View Drive which leads to Yarbrough Drive, a major arterial as classified under the city's Major Thoroughfare Plan. The classification of this road is appropriate for the proposed development. While the subject property will be the only zoned R-5 (Residential) and surrounded by R-3 (Residential) zoning districts, changing the zoning designation of the subject property allows for an increase in density and more types of residential uses than allowed in R-3 (Residential) districts. This has the potential to provide the area with more housing units and flexible uses to meet a wider range of needs for the community.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	This property does not fall within any historic districts, special designations, or study plan areas.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	There are no anticipated adverse impacts.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is stable with no rezoning cases within the last 10 years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	There has been changes in the character as most of the surrounding area is developed as single-family dwelling units, making the R-F (Ranch and Farm) zoning designation no longer appropriate.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access to the subject property is proposed from Valley View Drive and Schwabe Street which are classified as local roads per the City of El Paso's Major Thoroughfare Plan (MTP) and are adequate to support the proposed single-family dwellings. Sidewalks are already present along Valley View Drive and Schwabe Street.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were received for the rezoning request from the reviewing departments.

PUBLIC COMMENT: The subject property lies within the boundaries of Save the Valley 21, Corridor 20 Civic Association, and Mission Valley Civic Association on April 4, 2022 by the applicant. Property owners within 300 feet of the subject property were notified of the rezone request on May 19, 2022 by the City of El Paso Planning and Inspections Department. As of May 26, 2022, the Planning Division has not received communication in support or opposition to the request.

RELATED APPLICATIONS: None.

CITY PLAN COMMISSION OPTIONS:

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

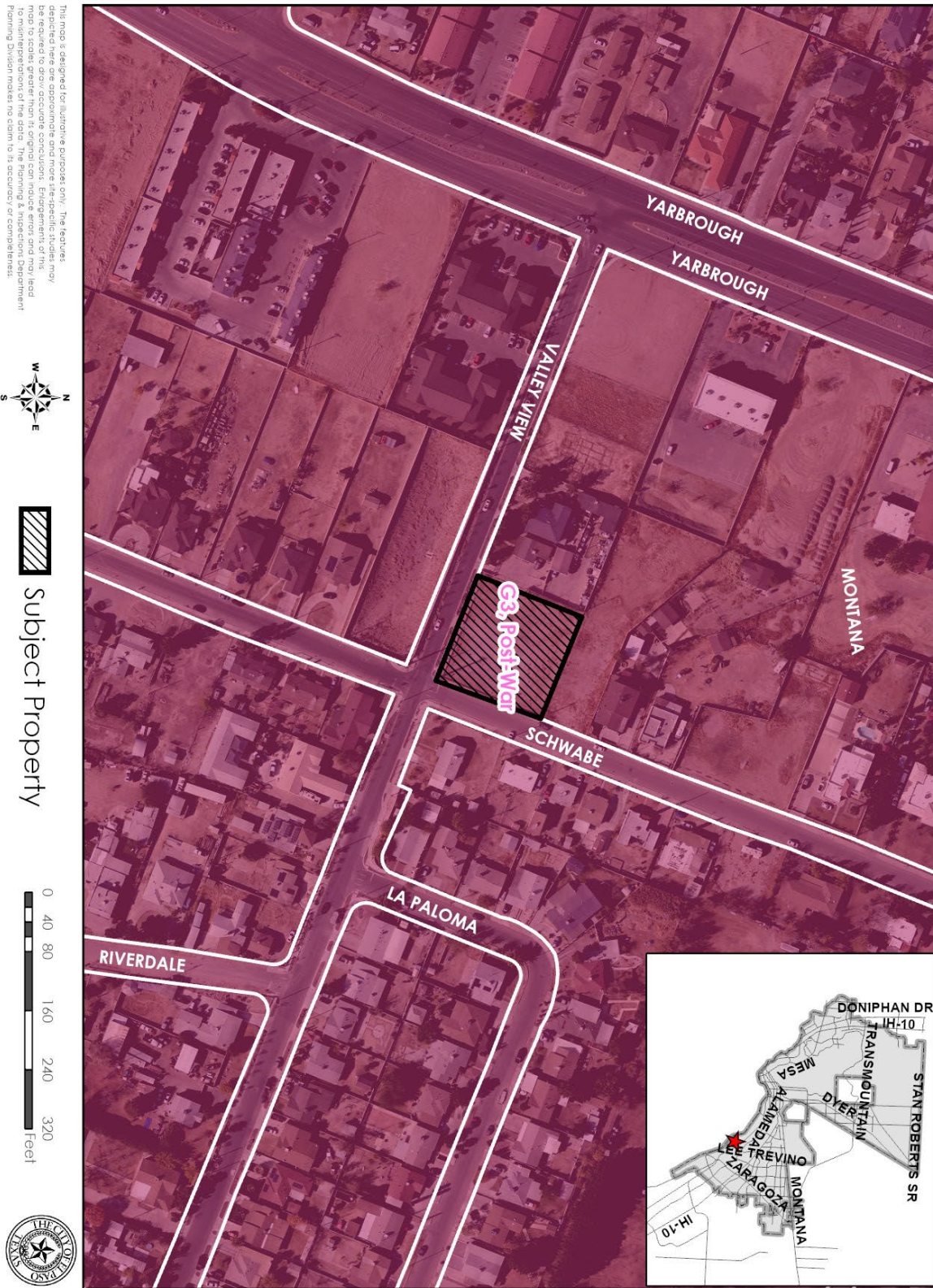
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**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

ATTACHMENTS:

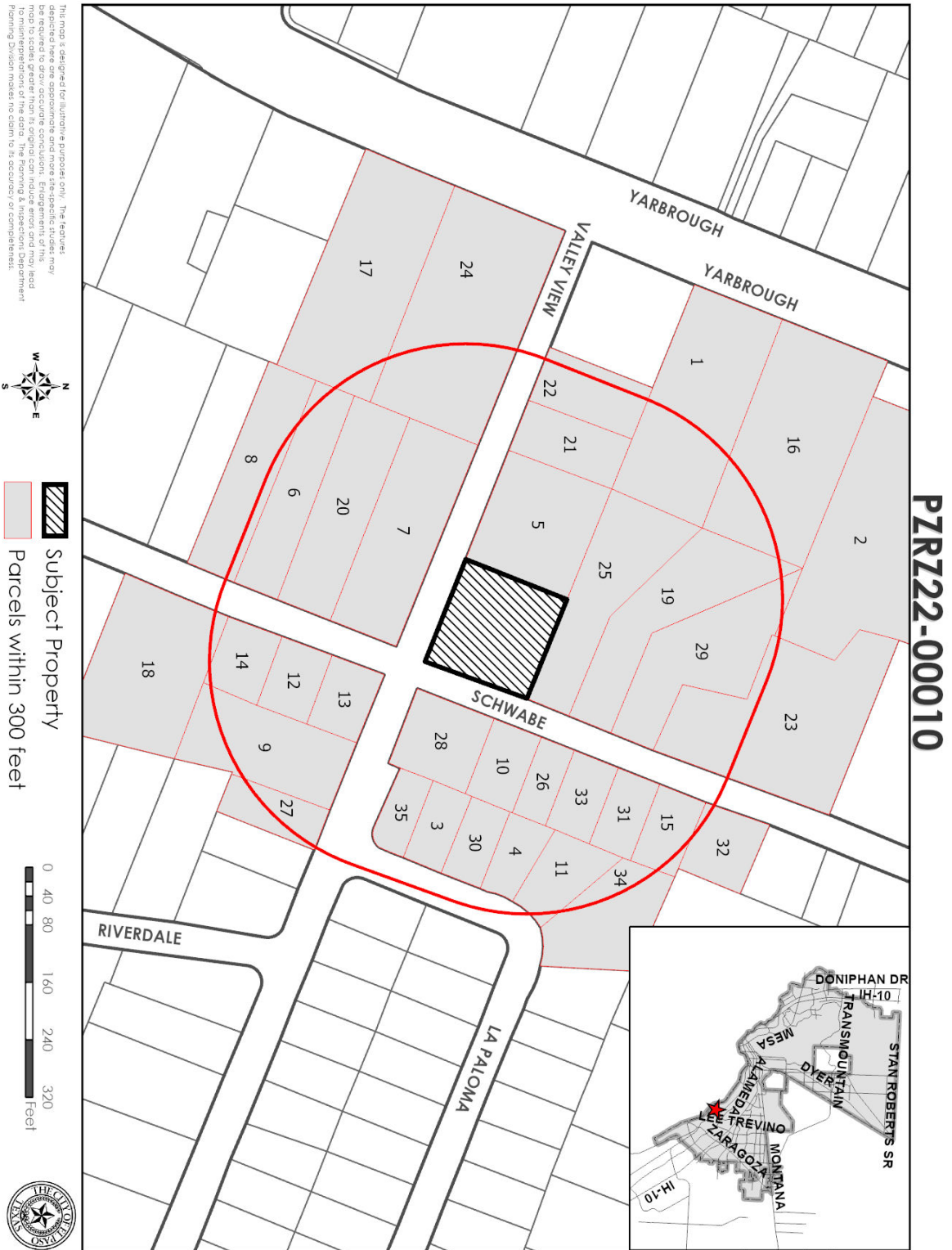
1. Future Land Use Map
2. Neighborhood Notification Boundary Map
3. Generalized Plot Plan
4. Department Comments

ATTACHMENT 1

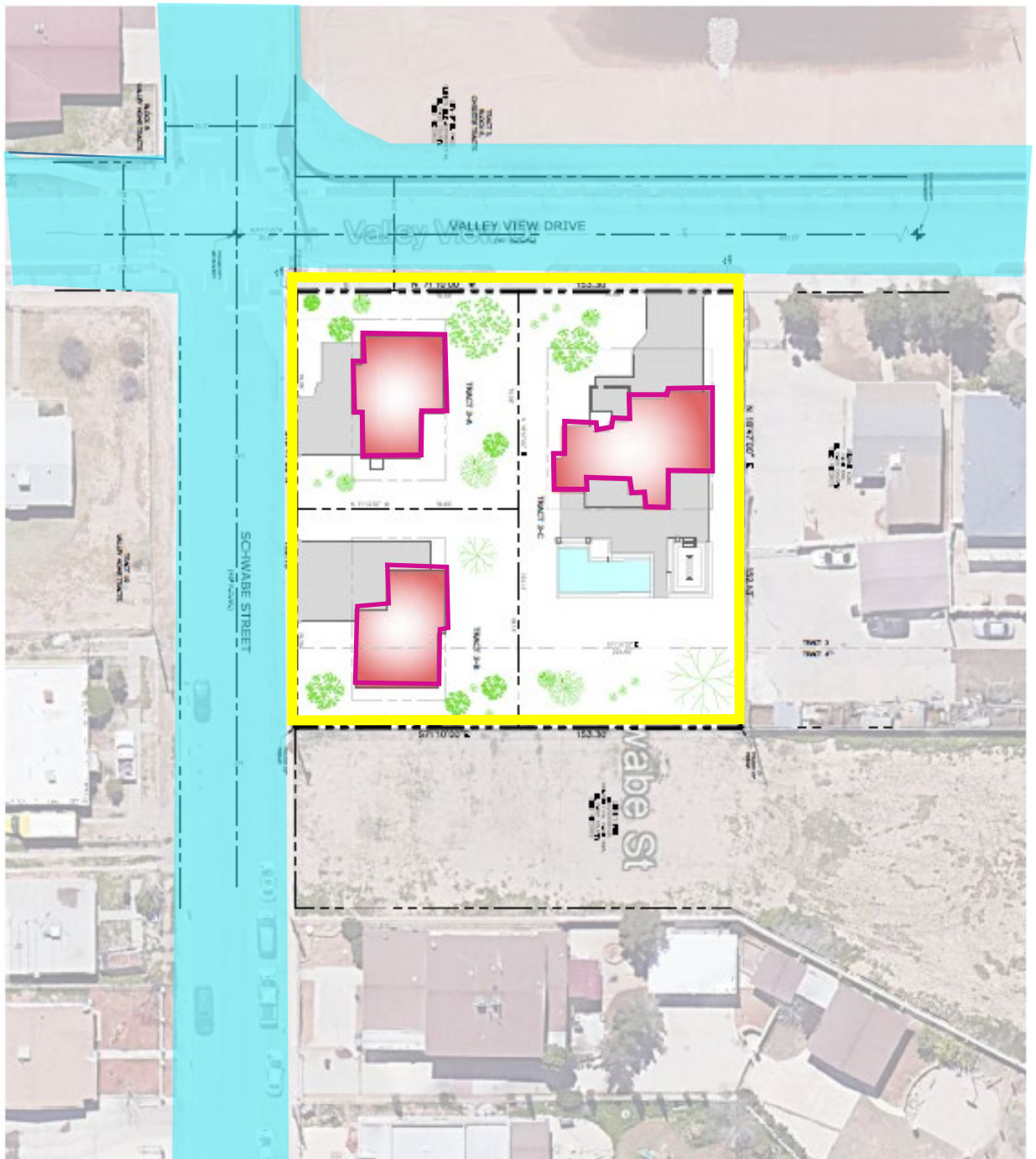
PZR22-00010



ATTACHMENT 2



ATTACHMENT 3



ATTACHMENT 4

Planning and Inspections Department – Planning Division

Recommend approval of rezoning request.

Planning and Inspections Department – Plan Review & Landscaping Division

The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code

Planning and Inspections Department – Land Development

No objections to proposed rezoning.

Fire Department

No adverse comments.

Police Department

No comments received.

Environmental Services

No comments received.

Streets and Maintenance Department

TIA not required for this application.

Sun Metro

No comments received.

El Paso Water

EPWater-PSB does not object to this request.

Water

There is an existing 8-inch diameter water main that extends along Schwabe St., located approximately 30-feet east of the west right-of-way line. This main is available for service.

There is an existing 8-inch diameter water main that extends along Valley View Dr., located approximately 11-feet south of the north right-of-way line. This main is available for service.

Previous water pressure from fire hydrant #2241, located on the east corner of Schwabe St. and Valley View Dr., has yielded a static pressure of 100 (psi), a residual pressure of 94 (psi), and a discharge of 1,342 (gpm). The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sanitary Sewer

There is an existing 8-inch diameter sanitary sewer main that extends along Schwabe St., located approximately 16-feet east of the west right-of-way line. This main is available for service.

There is an existing 8-inch diameter sanitary sewer main that extends along Valley View Dr., located approximately 20-feet south of the north right-of-way line. This main is available for service.

General

Each lot shall have a separate water and sewer connection fronting the limits of each lot.

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

Stormwater

No comments received.

El Paso County Water Improvement District

No comments received.



Legislation Text

File #: 22-920, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 8

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

Planning and Inspections, Armida R. Martinez, (915) 212-1605

AGENDA LANGUAGE:

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

An Ordinance granting a Special Privilege License to 1031 Firestone, LLC to permit the construction, installation, maintenance use and repair of an aerial encroachment of an outdoor stairway for additional access to the property located at 1025 Texas Avenue, El Paso, Texas; setting the License term for a term of fifteen years (15) with one (1) renewable fifteen (15) year term.

Subject Property: 1025 Texas

Applicant: 1031 Firestone, LLC., NESV2022-00002

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

AGENDA DATE: July 19, 2022
PUBLIC HEARING DATE: August 2, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Armida R. Martinez, (915) 212-1605

DISTRICT(S) AFFECTED: District 8

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance granting a Special Privilege License to 1031 Firestone, LLC to permit the construction, installation, maintenance use and repair of an aerial encroachment of an outdoor stairway for additional access to the property located at 1025 Texas Avenue, El Paso, Texas; setting the License term for a term of fifteen years (15) with one(1) renewable fifteen (15) year term.

Subject Property: 1025 Texas
Applicant: 1031 Firestone, LLC, NESV2022-00002

BACKGROUND / DISCUSSION:

The applicant is requesting the stairway as a second point of access to the second floor of the building. The applicant is opting to construct the stairway behind the building in the alley due to budget concerns and disruption of the floor layout.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL PRIVILEGE LICENSE TO 1031 FIRESTONE, LLC TO PERMIT THE CONSTRUCTION, INSTALLATION, MAINTENANCE, USE, AND REPAIR OF AN AERIAL ENCROACHMENT OF AN OUTDOOR STAIRWAY FOR ADDITIONAL ACCESS TO THE PROPERTY LOCATED AT 1025 TEXAS AVENUE, EL PASO, TEXAS; SETTING THE LICENSE TERM FOR A TERM OF FIFTEEN YEARS (15) WITH ONE (1) RENEWABLE FIFTEEN (15) YEAR TERM.

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

SECTION 1. DESCRIPTION

The City of El Paso (hereinafter called “City”) hereby grants a Special Privilege License (hereinafter called “License”) to **1031 FIRESTONE, LLC** (hereinafter referred to as the “Grantee”), to permit the construction, installation, future maintenance, use and repair of an aerial encroachment of an outdoor stairway encroaching a total of 225 square feet onto the public right-of-way over a portion of City right-of-way along the alley located behind the property located at 1025 Texas Avenue more particularly described as ***Exhibit “A,”*** which is made a part hereof for all purposes (hereinafter referred to as the “License Area”)

SECTION 2. LICENSE AREA

The aerial rights granted herein over a portion of right-of-way along the alley behind the property located at 1025 Texas Avenue and legally described as being a portion of a 20’ alley, Block 3, Franklin Heights Addition, City of El Paso, El Paso County Texas, to permit the construction, installation, future maintenance, use and repair of the outdoor stairway is more particularly shown in ***Exhibits “B”*** which is made a part hereof for all purposes (hereinafter referred to as the “License Area”).

SECTION 3. USE OF PROPERTY

This License is granted solely for the encroachment onto City right of way, which includes the requirement and responsibility for construction, installation, future maintenance, use, and repair of the outdoor stairway encroachment. Grantee agrees to maintain the License Area in proper working condition and in accordance with all applicable City specifications, which includes

NESV2022-00002

restoration to allow and not impede the City's use of the right of way for pedestrian and vehicular access.

Except for the waiver of fees as provided herein, this Special Privilege License shall not be construed to waive any City permit requirements. Grantee shall be responsible for all maintenance. Grantee, at no cost to the City, shall clean up all litter and debris within the License Area, leaving City rights-of-way in a clean and orderly condition at all times.

This License shall not permit or be construed to permit any other private use of the City right-of-way that impairs its function as a City right-of-way. Except for maintenance of the outdoor stairway 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 Manager or designee.

SECTION 4. REGULATION OF CONSTRUCTION

The work done by Grantee in installation, replacing, repairing, reconstructing, or maintaining the outdoor stairway shall be subject to all applicable laws, rules and regulation of the City, State, and laws that are applicable to the construction, maintenance and repair of the outdoor stairway. Work done in connection with the installation, repair and maintenance of the outdoor stairway is subject to the continuing police power of the City.

In the event that Grantee desires to reconstruct, repair, maintain, or replace the outdoor stairway built hereunder, Grantee shall obtain all applicable permits required by the City. Where proposed, any excavation or trenching and other construction in the License Area shall be so carried out as to interfere as little as practical with the surface use of the License Area in accordance with any lawful and reasonable direction given by or under the authority of the governing body of the City under the police and regulatory powers necessary to provide for public convenience.

Grantee covenants and agrees that Grantee shall, at Grantee's own expense, repair all water lines, storm and sanitary sewer lines, service lines and water meters owned by the City that Grantee,

NESV2022-00002

Grantee's employees, contractors, agents or assigns damage so that such repair of the water lines, storm and sanitary sewer lines and water meters shall comply with any applicable City codes.

The City shall have the power at any time to order and require Grantee to remove and abate any portion of the License Area that is dangerous to life or property; Should Grantee, after notice, fail or refuse to comply within a reasonable time, the City shall have the power or abate the same, at the expense of Grantee. In the event City removes or abates the License Area as provided herein, Grantee shall not be compensated for the loss of the License Area, or revenues associated with the area, nor shall the City be liable to the Grantee for any direct, indirect or consequential damages due to the removal or abatement of the License Area.

SECTION 5. TERM

This Special Privilege shall be for a term of FIFTEEN (15) years from the effective date hereof, unless terminated earlier as provided herein. At the end of this term, the City shall have the unilateral option of renewing this Special Privilege for One (1) additional FIFTEEN (15) year term upon the request of the Grantee and approval of the City Manager. If Grantee wishes the City to renew this License, Grantee shall submit a request in writing to the City no later than three (3) months prior to the expiration date of this License. Should Grantee fail to submit such request for the extension of this License to the City as herein required, the License shall expire upon the expiration date. Grantee understands, agrees, and accepts that the city may require the terms, conditions, and provisions of this License be modified as a condition for renewing the grant of the encroachment within the License Area as permitted by this License.

SECTION 6. WORK DONE BY OTHERS

Throughout the term of this License, the City expressly reserves the right to install, repair, or reconstruct the City right-of-way used or occupied by Grantee, any streets or alleys and all ancillary public uses, usual and customary in connection with streets and alleys, expressly including but not limited to, drainage facilities and structures.

The City reserves the right, subject to further conditions described in this paragraph, to lay and permit to be laid, utility lines including, but not limited to, storm and sanitary sewer, gas, water, and other

NESV2022-00002

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 geometrics of the right-of-way. The City shall notify Grantee of work to be performed as herein described. The City shall not be liable to Grantee for any damage resulting there from, nor shall the City be liable to Grantee for any damages arising out of the performance of any work by the City, its contractors or subcontractors, not willfully and unnecessarily occasioned; provided, however, nothing herein shall relieve any other persons or entities from liability for damage to the License Area.

SECTION 7. RESERVATION OF SURFACE, SUBSURFACE, AND AIRSPACE RIGHTS

The City reserves the right to use the surface or subsurface or airspace within the License Area for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on, across, along, under or over said License Area occupied by Grantee provided such use does not interfere with Grantee's use of the License Area. Whenever by reason of said work in connection with said purposes it shall be deemed necessary by the City to alter, change, adapt, conform or relocate portions of the outdoor stairway encroachment such alteration or change or relocation shall be made by Grantee when ordered in writing by the City Manager or designee without any claim for reimbursement or damages against the City.

SECTION 8. CONSIDERATION

As consideration for this special Privilege License, the Grantee shall pay to the City ONE THOUSAND SIXTY AND 00/100 DOLLARS (\$1,060) per year. The annual fee shall remain the same for a period of one year from the date of execution by the El Paso City Council and shall be subject to change after each one year period the License remains in effect. The El Paso City Council retains the right to increase or decrease the annual fee specified in this License.

The City shall notify the Grantee of any proposed changes in fees as prescribed in Section 15 (Notice) of this License. This License is granted on the condition the Grantee pay for all costs associated with the outdoor stairway, as well as all costs for the restoration of the License Area upon the termination of the License.

NESV2022-00002

The first annual consideration shall be due and owing prior to the El Paso City Council approval of the License. The advance payment shall be in the form of a cashier's check or business check payable to "The City of El Paso" and delivered to the Planning and Inspections Department for remittance to the Financial Services Department. If the Special Privilege is disapproved by the El Paso City Council, a full refund of the payment shall be made by the Financial Services Department within fifteen (15) days of the denial action. Subsequent annual considerations shall be due the first day of the month in which the License has been granted by the El Paso City Council and remitted to the Financial Services Department.

ADVANCE PAYMENT OPTION:

Grantee shall have the option of pre-paying the City the entire amount for the FIFTEEN (15) year term of the License, prior to the execution of this License. The FIFTEEN (15) year amount is equal to THIRTEEN THOUSAND THIRTY THREE AND 84/100 DOLLARS (\$13,033.84). Said \$13,033.84 reflects the net present value (NPV) at a three percent (3%) discount rate of the annual fees for the entire FIFTEEN (15) year term of the License. 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 License or any renewal, except hereinafter provided. The fee established in this section shall not be affected by any relocation of Grantee's outdoor stairway required by the City pursuant to this License.

The fee payment shall be exclusive of and in addition to all costs of obtaining required permits, plans and other approvals as necessary to conform to all other applicable City Special Privileges and regulations.

SECTION 9. INSURANCE

Prior to commencement of any future construction, repairs, or maintenance operations during the term of this License, Grantee's Contractors or Agents shall provide the City with a certificate of insurance

NESV2022-00002

and shall maintain such insurance in effect during the term of this License. The City shall be named as an additional insured on all of the Grantee's insurance policies that are required by this License. Failure to maintain insurance after receipt of notice of default and thirty (30) days to cure shall be a material breach of this License and a basis for termination of this License by the City.

Grantee's contractors or agents shall 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 two million dollar (\$2,000,000.00) general aggregate limit. These amounts are not a limitation upon the Grantee's Contractors or Agents agreement to indemnify and hold the City harmless.

Grantee shall procure said insurance with a solvent insurance company authorized to do business in Texas. Grantee shall provide a policy or certificate shall provide that the insurance cannot be canceled, modified or the amount of coverage changed without thirty (30) days prior written notice to the Financial Services Department, or ten (10) days prior written notice to the Financial Services Department for cancellation based on non-payment of insurance premiums. Grantee shall file a copy of the policy of insurance with Financial Services Department and the Planning and Inspections Department. If the policy is not kept in full force and effect throughout the term of this License, the License shall automatically become void.

SECTION 10. INDEMNITY

AS A CONDITION OF THIS LICENSE, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND COSTS), FEES, FINES, PENALTIES, PROCEEDINGS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH OR PROPERTY DAMAGE, ARISING OUT OF, RESULTING FROM OR RELATED TO THE GRANTEE'S ACTIVITIES UNDER THIS LICENSE, INCLUDING ANY ACT OR OMISSION BY THE GRANTEE, THE GRANTEE'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, ALL,

NESV2022-00002

WITHOUT, HOWEVER, WAIVING GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY, HEREAFTER, THE “DAMAGES”. THIS INDEMNIFICATION SHALL APPLY EVEN WHERE SUCH DAMAGES DESCRIBED ABOVE INVOLVE THE NEGLIGENCE OR ALLEGATIONS OF NEGLIGENCE ON THE PART OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any person or entity. Without modifying the conditions of preserving, asserting, or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to the Grantee every demand, notice, summons, or other process received by the City in any claim or legal proceeding contemplated herein. Grantee shall investigate or cause the investigation of accidents or occurrences involving such damages, negotiate or cause to be negotiated the claim as the Grantee may deem expedient, and defend or cause to be defended on behalf of the City all suites for damages, even if groundless, false or fraudulent brought because of such damages. Grantee shall pay all judgments finally establishing liability of the City in actions defended by Grantee pursuant to this section, along with all attorneys’ fees and costs incurred by the City, including interest accruing to the date of payment by Grantee and premiums on any appeal bonds.

The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. In addition, the Grantee shall promptly advise the City in writing of any claim or demand against the City or the Grantee known to the Grantee related to or arising out of the Grantee’s activities under this License. **The City will not be responsible for any loss of or damage to the Grantee’s property from any cause.**

SECTION 11. RIGHTS IN THE EVENT OF ABANDONMENT

As an express condition of this License, and not as a mere covenant, in the event Grantee abandons the outdoor stairway or a portion thereof or ceases to use the outdoor stairway for the purposes enumerated herein for any period of six (6) months or longer, other than the time elapsing between the Effective Date of this license and the completion of construction of the outdoor stairway, this

License shall automatically terminate, free and clear of any right, title, or interest in Grantee without the necessity of any notice to Grantee or any re-entry by the City.

SECTION 12. CANCELLATION

Grantee shall have the option to terminate this License at any time upon giving the City written notice thirty (30) days in advance of such termination. In addition, the City shall have the option to cancel and terminate this License for failure of Grantee to comply with any material provision or requirement contained in this agreement after thirty (30) days written notice to Grantee. However, if said breach or failure to comply cannot be reasonably cured within thirty (30) days, if Grantee shall proceed promptly to cure the same with due diligence, the time for curing such failure to comply shall be extended for such period of time as may be deemed reasonably necessary by the City to complete such curing unless such breach involves public safety.

The City shall have the option to terminate this License at any time upon giving the Grantee written notice thirty (30) days in advance of such termination, at no cost to the City and may take possession of the City right-of-way. All rights of the Grantee for the City right-of-way shall then be terminated. If the License is cancelled by the City, Grantee shall not be entitled to a refund of the paid annual consideration for the months remaining in the License year (the twelve month period beginning on the effective date of this License). If this License is cancelled due to Grantee's failure to cure any default under this License, abandonment or cancellation by Grantee, Grantee shall not be entitled to a refund of consideration paid to the City.

Upon termination of this License, prior to the expiration of the original term for any reason, Grantee shall remove Grantee's outdoor stairway located in the License Area at no cost to the City. Grantee shall restore the License Area to the reasonable satisfaction of the City Engineer and in accordance with City specifications, at Grantee's own cost and expense. Any such restoration shall be subject to the reasonable approval of the City. If the Grantee fails to restore the License Area as required herein, the City may at its option restore the License Area and charge such costs to Grantee who shall be responsible for payment of such repair and restoration costs.

The City shall have the option to terminate this License at any time or assure that the property is maintained in good order throughout the term of the license upon written notice thirty (30) days in advance of such termination, at no cost to the City and may take possession of the City right-of-way. All rights of the Grantee for the City right-of-way shall then be terminated, unless upon termination of this License, the City agrees to the sale of the land to the Grantee, which upon payment of a fair valuation therefore, the land shall be and become the property of the Grantee.

SECTION 13. RECORDS

The El Paso City Council and the El Paso City Manager or designee shall be kept fully informed by Grantee as to matters pertaining in any way to Grantee's exercise of Grantee's rights under this License, including the construction, replacement, future maintenance, use and repair of the outdoor stairway within the License Area. Obtaining all applicable City permits shall be deemed sufficient to keep such parties informed. Grantee shall keep complete and accurate maps, construction drawings, and specifications describing the location of the structure(s) within the City right-of-way. The City shall have the right, at reasonable times to inspect such maps, construction drawings, and specifications.

SECTION 14. NOTICE

Any notice or communication required in the administration of this License shall be sent in writing by prepaid certified mail, return receipt requested, to the following addresses:

CITY: City of El Paso
 Attn: City Manager
 300 North Campbell Street
 El Paso, Texas 79901

with copy to: City of El Paso
 ATTN: Planning and Inspections Department
 811 Texas Avenue
 El Paso, Texas 79901

with copy to: City of El Paso
ATTN: Financial Services Department –
Financial Accounting & Reporting
300 North Campbell Street
El Paso, Texas 79901

GRANTEE: 1031 Firestone, LLC
2223 Montana Avenue
El Paso, Texas 79903

or to such other addresses as Grantee may designate from time to time by written notice as required in this paragraph.

SECTION 15. ASSIGNMENT

The rights granted by this License inure to the benefit of the Grantee, and any parent, subsidiary, or successor entity now or hereafter existing. The rights shall not be assignable without the express advanced written consent of the El Paso City Manager.

SECTION 16. LEASING OR DEDICATION OF FACILITIES

Grantee, without the advanced written consent of the El Paso City Manager or designee, shall not lease the License Area to any non-grantee person or entity.

SECTION 17. ADMINISTRATION OF LICENSE

The El Paso City Manager or designee is the principal City official responsible for the administration of this License. Grantee recognizes that questions regarding the interpretation or application of this License shall be referred to the El Paso City Manager or designee.

SECTION 18. NO PROPERTY RIGHTS

Nothing herein shall grant any real property interest to the Grantee nor give rise to any vested right in the Grantee, Grantee's assigns or successors in interest, none of whom shall have a cause of action for damages upon revocation or termination of this License in accordance with the terms

NESV2022-00002

herein.

SECTION 19. LIENS AND ENCUMBRANCES

Grantee shall defend and indemnify the City against any liability and loss of any type arising from any lien or encumbrance on the License Area that arises or is alleged to have arisen from Grantee's use of the Licensed Area.

SECTION 20. RIGHT OF ENTRY AND INSPECTION

The City's authorized representative shall have the right to enter upon the licensed area at all reasonable times for the purpose of inspecting the same and determining compliance with the terms of this License.

SECTION 21. LAWS AND ORDINANCES

Grantee shall comply with all applicable statutes, laws, codes and ordinances applicable to Grantee's construction, repair, renovation, alteration or use of the License Area.

SECTION 22. ENTIRE AGREEMENT

This document contains all of the agreements between the parties and may not be modified, except by an agreement in writing signed by both parties.

SECTION 23. SEVERABILITY

Every provision of this license is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality shall not affect the validity of the remainder of this license.

SECTION 24. LAWS GOVERNING/VENUE

The laws of the State of Texas shall govern the validity, performances, and enforcement of this license and if legal action is necessary to enforce it, exclusive venue shall be in El Paso County, Texas.

SECTION 25. RESTRICTIONS AND RESERVATIONS

This License is subject to all rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land. If, at any time during the initial term of this license, or any extension thereof, any such rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land, preclude, interrupt or interfere with Grantee's use of the License Area, Grantee shall have the right to terminate this License upon giving the City prior written notice of its intent to do so.

SECTION 26. EFFECTIVE DATE

The Effective Date of this License shall be the date last entered below. This License shall not take effect unless Grantee files Grantee's written acceptance with the City prior to the enactment of this License by the El Paso City Council.

PASSED AND APPROVED this ____ day of _____, 2022

(Signatures begin on the following page)

WITNESS THE FOLLOWING SIGNATURES AND SEALS

THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Wendi N. Vineyard

Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe

Philip F. Etiwe, Director
Planning and Inspections Department

ACCEPTANCE

The above instrument, with all conditions thereof, is here by accepted this 24 day of May, 2022.

GRANTEE:

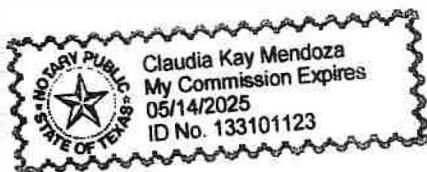
1031 FIRESTONE, LLC.

By: [Signature]
Name: Mike Lucian
Title: President

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 24 day of May, 2022, by _____ as Grantee.



[Signature]
Notary Public State of Texas
Claudia Kay Mendoza
Notary's Printed or Typed Name
5/14/25
My Commission Expires

EXHIBIT A

Being a Portion of a 20' Alley, Block 3
Franklin Heights,
City of El Paso, El Paso County, Texas
February 4, 2022

METES AND BOUNDS DESCRIPTION 1025 Texas Avenue Exhibit "A"

FIELD NOTE DESCRIPTION of a Portion of a 20' Alley, Block 3, Franklin Heights, City of El Paso, El Paso County, Texas, being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found city monument 10' offset North of the centerline intersection of Octavia Street (70' R.O.W.) and Texas Avenue (72' R.O.W.); **THENCE**, along said centerline right-of-way of Octavia Street, North $37^{\circ}37'00''$ West, a distance of 146.00 feet to a point along said centerline right-of-way line; **THENCE**, leaving said centerline right-of-way, South $52^{\circ}23'00''$ West, a distance of 35.00 feet to point at the northeast corner of Lot 32, Block 3, Franklin Heights, same being the common boundary corner of the westerly right-of-way line of Octavia Street (70' R.O.W.) and the southerly right-of-way line of a 20' Alley; **THENCE**, leaving said westerly right-of-way line and along the southerly right-of-way line of a 20' Alley, South $52^{\circ}23'00''$ West, a distance of 56.17 feet to the **POINT OF BEGINNING** of the herein described parcel;

THENCE, along said westerly right-of-way line of a 20' Alley, South $52^{\circ}23'00''$ West, a distance of 45.00 feet to a point for corner along said westerly right-of-way line;

THENCE, leaving said westerly right-of-way line, North $37^{\circ}37'00''$ West, a distance of 5.00 feet to a point for corner;

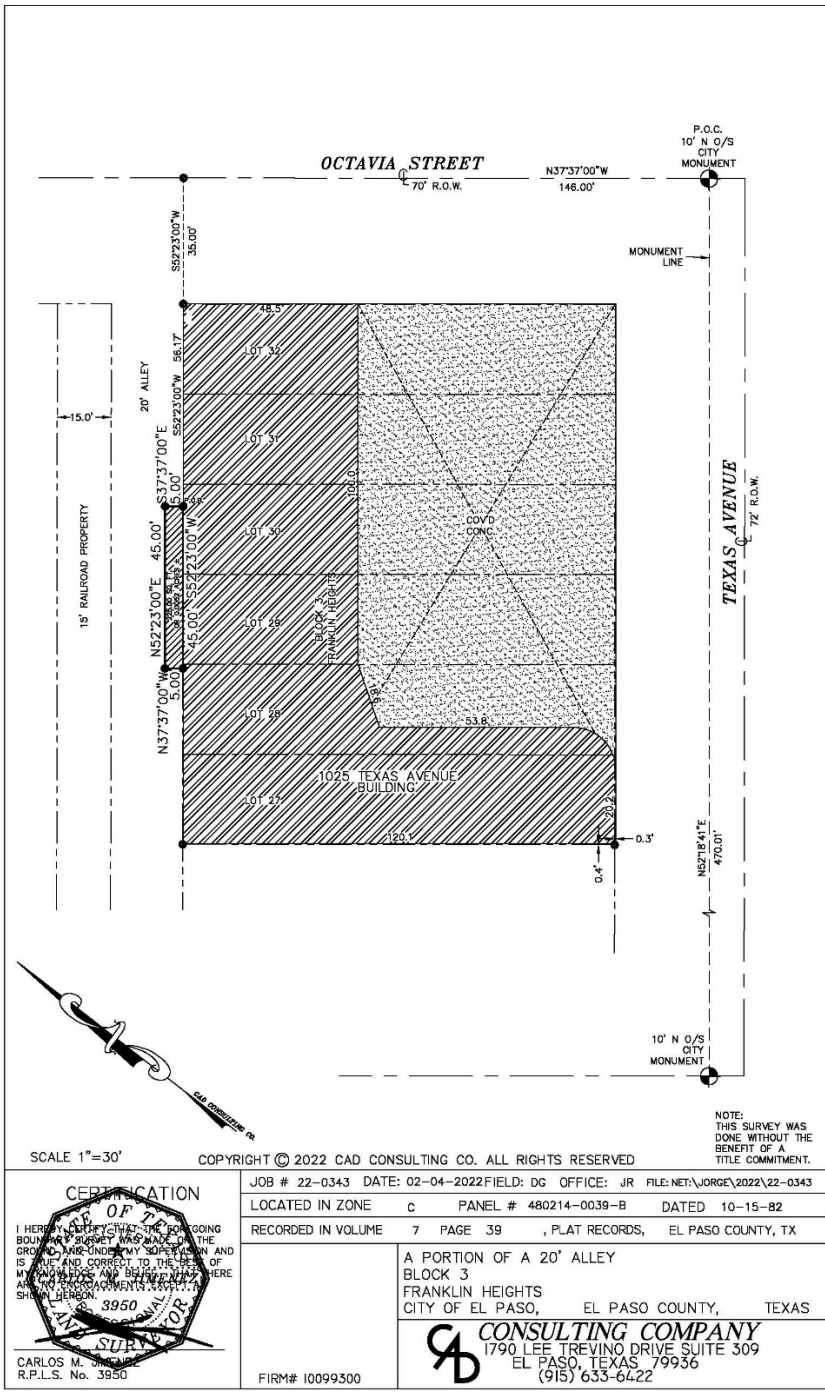
THENCE, North $52^{\circ}23'00''$ East, a distance of 45.00 feet to a point for corner;

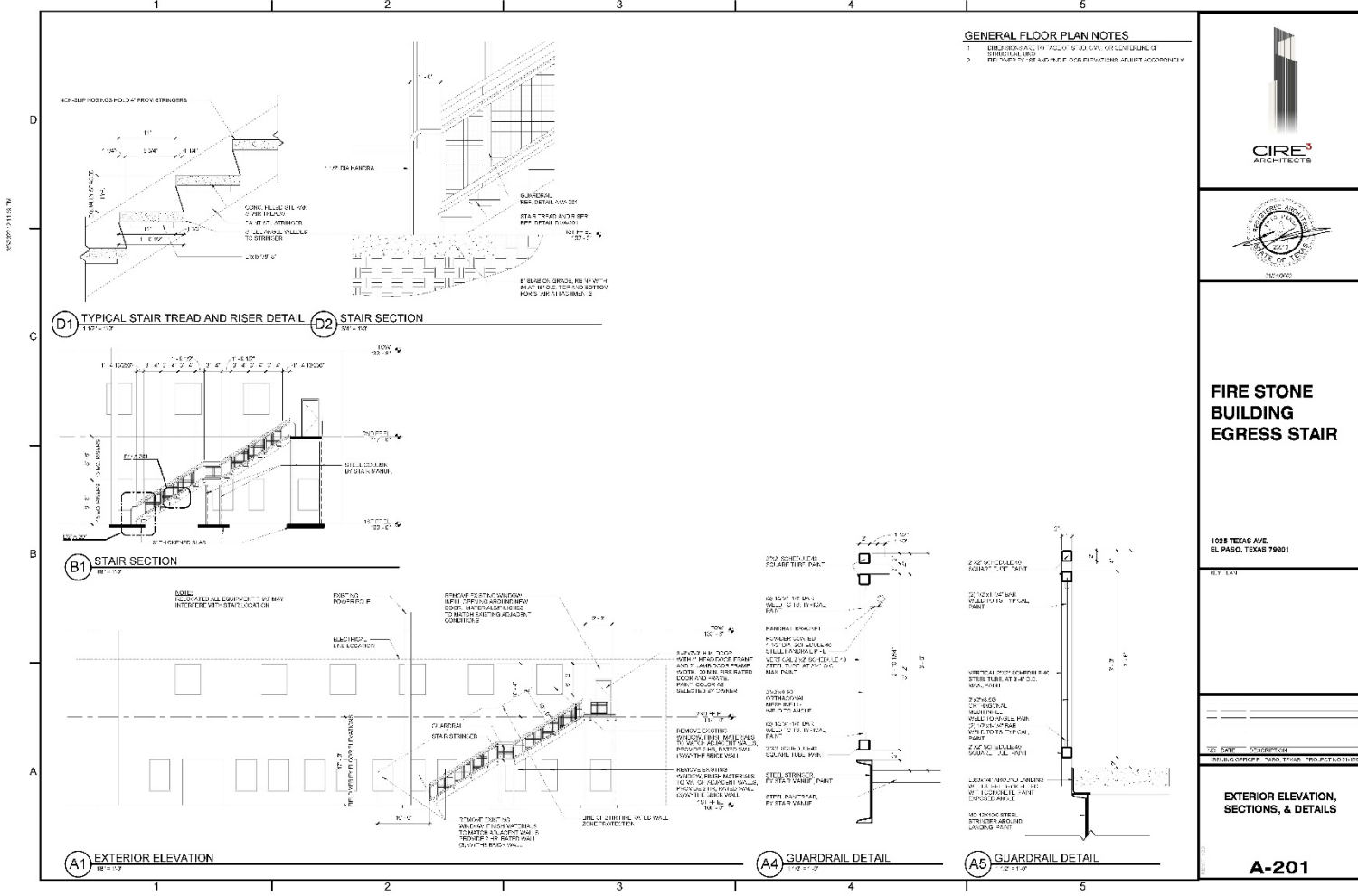
THENCE, South $37^{\circ}37'00''$ East, a distance of 5.00 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 225.00 square feet or 0.0052 acres of land more or less.

CAD Consulting Co.
1790 Lee Trevino Drive, Suite 309
El Paso, Texas 79936
(915) 633-6422
I:\M&B\2021\21-2435_1025 Texas (stairs)



EXHIBITS B





NESV2022-00002

22-1007-2903 | 1170627
 NESV22-00002 1031 Firestone | Ordinance
 WNV



Legislation Text

File #: 22-861, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

Districts 2 and 4

Streets and Maintenance, Randy Garcia, (915) 212-7005

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 12.88.150 (Schedule XIV-Speed Limits), to amend paragraph N (Speed limits on the following of Pershing Drive and Dyer Street) subparagraph 2; and to amend by deleting paragraph N-(Speed limits on the following of Pershing Drive and Dyer Street) subparagraph 3, to amend by deleting paragraph N (Speed limits on the following of Pershing Drive and Dyer Street) subparagraph 4; and to amend by deleting paragraph N (Speed limits on the following of Pershing Drive and Dyer street) subparagraph 5; the penalty being provided in Chapter 12.84 of the El Paso City Code.

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

INTRODUCTION DATE: July 19, 2022
PUBLIC HEARING DATE: August 2, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Randy Garcia, 915-212-7005

DISTRICT(S) AFFECTED: 2 & 4

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

SUBGOAL: 7.3 – Enhance a regional comprehensive transportation system

SUBJECT:

An ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedule XIV-Speed Limits), to amend paragraph N (Speed limits on the following of Pershing Drive and Dyer Street) subparagraph 2; and to amend by deleting paragraph N (Speed limits on the following of Pershing Drive and Dyer Street) subparagraph 3, to amend by deleting paragraph N (Speed limits on the following of Pershing Drive and Dyer Street) subparagraph 4; and to amend by deleting paragraph N (Speed limits on the following of Pershing Drive and Dyer street) subparagraph 5; the penalty being provided in Chapter 12.84 of the El Paso City Code.

BACKGROUND / DISCUSSION:

To set a single uniform speed limit, of 40 M.P.H. on Dyer St. from Pershing Dr. to Quail Ave. based on recommendations from a speed study completed by TxDOT. This will allow the City to coordinate future pedestrian HAWK signal installation with EPISD and TxDOT for Chapin High School.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

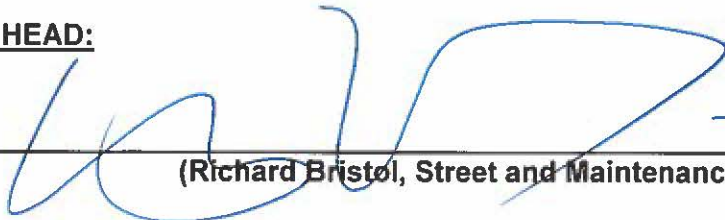
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Streets and Maintenance

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

 7-8-22

(Richard Bristol, Street and Maintenance Director)

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.150 (SCHEDULE XIV-SPEED LIMITS), TO AMEND PARAGRAPH N (SPEED LIMITS ON THE FOLLOWING OF PERSHING DRIVE AND DYER STREET) SUBPARAGRAPH 2; AND TO AMEND BY DELETING PARAGRAPH N (SPEED LIMITS ON THE FOLLOWING OF PERSHING DRIVE AND DYER STREET) SUBPARAGRAPH 3, TO AMEND BY DELETING PARAGRAPH N (SPEED LIMITS ON THE FOLLOWING OF PERSHING DRIVE AND DYER STREET) SUBPARAGRAPH 4; AND TO AMEND BY DELETING PARAGRAPH N (SPEED LIMITS ON THE FOLLOWING OF PERSHING DRIVE AND DYER STREET) SUBPARAGRAPH 5; 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 12.88.150 (Schedule XIV-Speed limits), Paragraph N (Speed limits on the following parts of Pershing Drive and Dyer Street :), Subparagraph 2, be amended to read as follows:

2. 40 m.p.h. on Dyer Street from Pershing Drive to Quail Avenue

SECTION 2. Delete Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedule XIV-Speed limits), Paragraph N (Speed limits on the following parts of Pershing Drive and Dyer Street), Subparagraph 3, be amended to read as follows:

3. 45 m.p.h. on Dyer Street from Kemp Avenue to Gateway South

SECTION 3. Delete Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedule XIV-Speed limits), Paragraph N (Speed limits on the following parts of Pershing Drive and Dyer Street), Subparagraph 4, be amended to read as follows:

4. 40 m.p.h. on Dyer Street from Gateway South Boulevard to a point 500 feet north of Rushing Boulevard to Quail Avenue

SECTION 4. Delete Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedule XIV-Speed limits), Paragraph N (Speed limits on the following parts of Pershing Drive and Dyer Street), Subparagraph 5, be amended to read as follows:

5. 45 m.p.h. on Dyer Street from a point 500 feet north of Rushing Boulevard to Quail Avenue

SECTION 5. Except as herein amended, Title 12 of the El Paso City Code shall remain in full force and effect.

ADOPTED this ____ day of _____, 2022.


CITY OF EL PASO

Oscar Leaser, Mayor

ATTEST:

Laura D. Princ City Clerk

APPROVED AS TO FORM:



Evy A Sotelo
Assistant City Attorney

APPROVED AS TO CONTENT:



Richard Bristol, Director
Streets & Maintenance Department

Ordinance Amending Title 12.88.150

*Amend ordinance to decrease speed limit on
portions of Dyer Street*

District(s): 2 & 4

Introduction: July 19, 2022

Public Hearing: August 2, 2022



Strategic Plan

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

7.3 – Enhance regional comprehensive transportation system

Purpose of Amendment

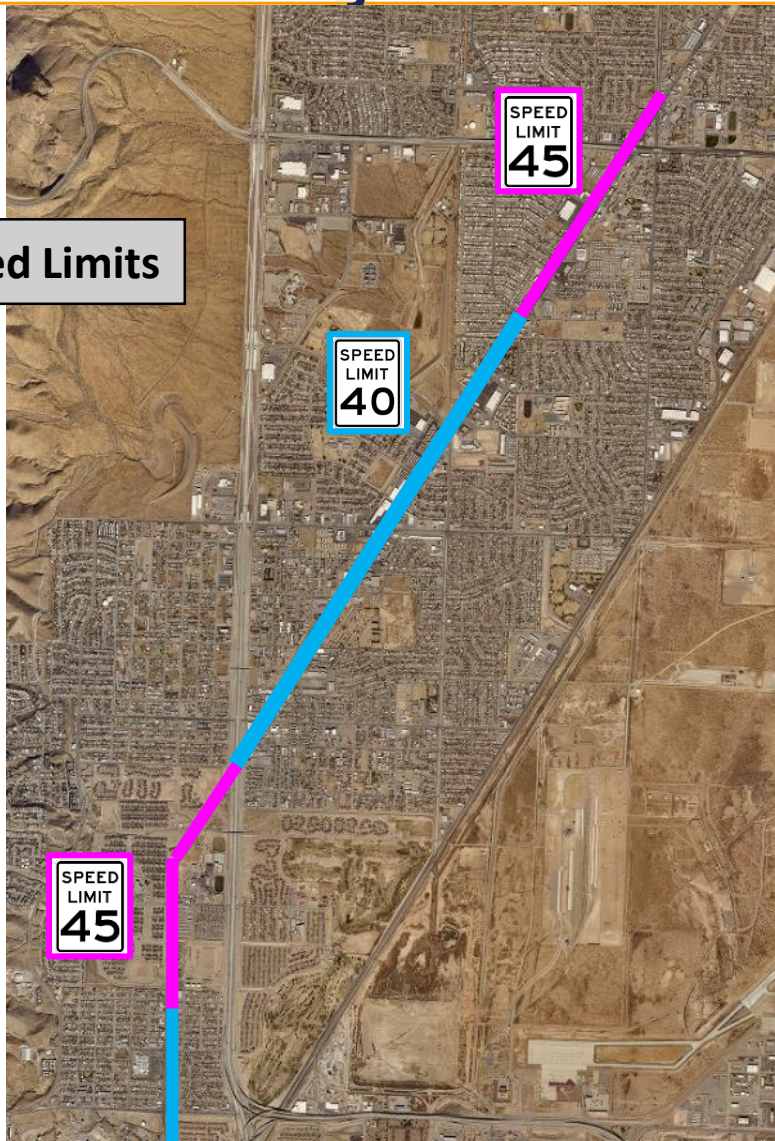
Decrease the speed limit from 45 MPH to 40 MPH on portions of Dyer St as recommended by TxDOT.

- TxDOT ROW
 - TxDOT performed speed study
 - 40 MPH recommended
 - Increase in developments and driveways
- **PROPOSED** - Installation of new School Zone for Chapin High School
 - Agreement pending – EPISD, TxDOT & City of El Paso
 - Construction of HAWK Pedestrian System
 - Construction of Mid Block crossing
- Uniform speed limit on Dyer ST from Quail Ave to Pershing Dr. specified by Ordinance Amendment of Title 12.88.150

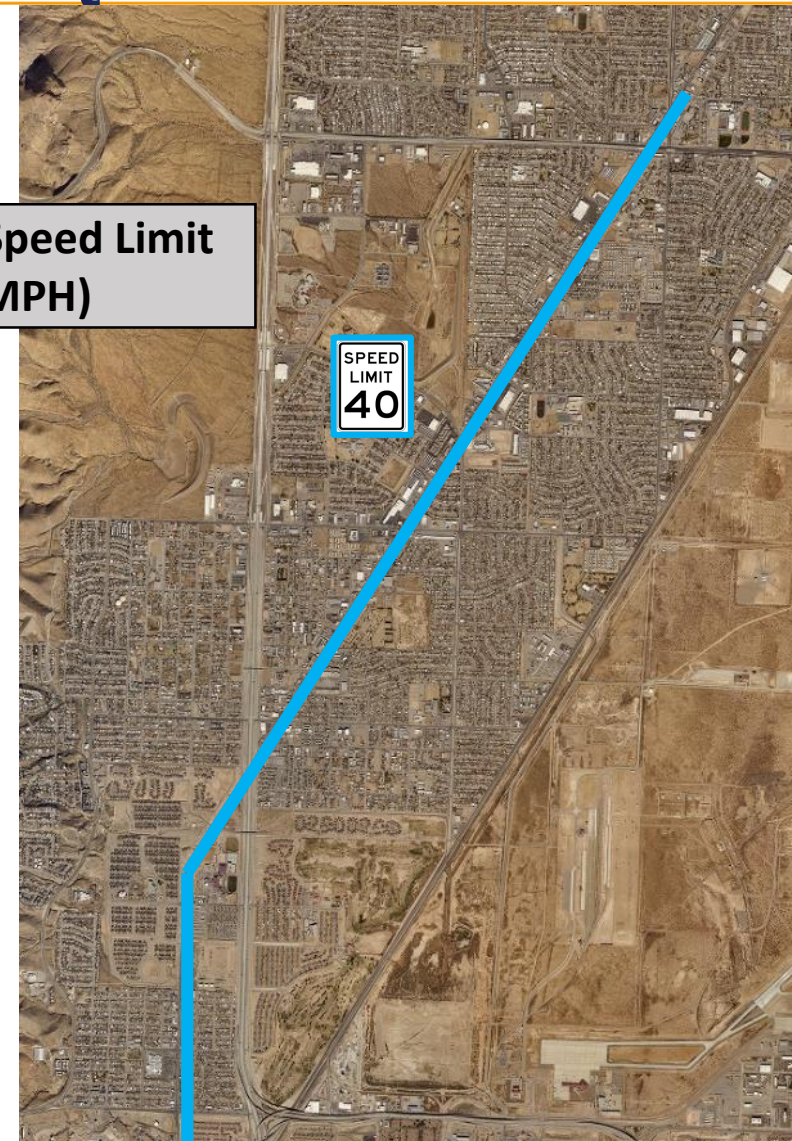


Dyer St. from Kemp Ave to Quail Ave

Existing Speed Limits



Proposed Speed Limit
(40 MPH)



Dyer St. from Kemp Ave to Gateway South



**Proposed Speed Limit
(40 MPH)**

Dyer St. from Rushing Blvd to Quail Ave



Requested Council Action



AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.150 (SCHEDULE XIV-SPEED LIMITS), TO AMEND PARAGRAPH N (SPEED LIMITS ON THE FOLLOWING OF PERSHING DRIVE AND DYER STREET) SUBPARAGRAPH 2; AND TO AMEND BY DELETING PARAGRAPH N (SPEED LIMITS ON THE FOLLOWING OF PERSHING DRIVE AND DYER STREET) SUBPARAGRAPH 3, TO AMEND BY DELETING PARAGRAPH N (SPEED LIMITS ON THE FOLLOWING OF PERSHING DRIVE AND DYER STREET) SUBPARAGRAPH 4; AND TO AMEND BY DELETING PARAGRAPH N (SPEED LIMITS ON THE FOLLOWING OF PERSHING DRIVE AND DYER STREET) SUBPARAGRAPH 5; 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 12.88.150 (Schedule XIV-Speed limits), Paragraph N (Speed limits on the following parts of Pershing Drive and Dyer Street :), Subparagraph 2, be amended to read as follows:
 - 2. 40 m.p.h. on Dyer Street from Pershing Drive to Quail Avenue

Requested Council Action



Continued

- **SECTION 2.** Delete Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedule XIV-Speed limits), Paragraph N (Speed limits on the following parts of Pershing Drive and Dyer Street), Subparagraph 3, be amended to read as follows:
 - 3. 45 m.p.h. on Dyer Street from Kemp Avenue to Gateway South
- **SECTION 3.** Delete Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedule XIV-Speed limits), Paragraph N (Speed limits on the following parts of Pershing Drive and Dyer Street), Subparagraph 4, be amended to read as follows:
 - 4. 40 m.p.h. on Dyer Street from Gateway South Boulevard to a point 500 feet north of Rushing Boulevard to Quail Avenue



Requested Council Action



Continued

- **SECTION 4.** Delete Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedule XIV-Speed limits), Paragraph N (Speed limits on the following parts of Pershing Drive and Dyer Street), Subparagraph 5, be amended to read as follows:
 - 5. 45 m.p.h. on Dyer Street from a point 500 feet north of Rushing Boulevard to Quail Avenue
- **SECTION 5.** Except as herein amended, Title 12 of the El Paso City Code shall remain in full force and effect.



Mission

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



Values

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



Vision

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



Misión

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

Valores

Integridad, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas

Visión

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





Legislation Text

File #: 22-923, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218

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

AGENDA LANGUAGE:

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

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

Award Summary:

Discussion and action on the award of Solicitation 2022-0672 Runway 8R-26L Rehabilitation to Jordan Foster Construction, LLC for an estimated award of \$13,092,848.45. The project consists of rehabilitating the pavement for Runway 8R-26L, associated taxiway connectors (TWY S, T, U, and V), and reconstructing a portion of Taxiway U.

Department:	El Paso International Airport
Award to:	Jordan Foster Construction, LLC
	El Paso, TX
Item(s):	Base Bid I and Base Bid II
Initial Term:	302 Consecutive Calendar Days
Base Bid:	\$8,847,160.95
Base Bid II:	\$4,245,687.50
Total Estimated Award:	\$13,092,848.45
Funding Source:	Federal Aviation Administration and Airport Enterprise
Account:	562-3010-62330-580270- G62A204002
	562-3080-62335-580270- G62A204002
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.

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

AGENDA DATE: July 19, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Yvette Hernandez, City Engineer, (915) 212-1860
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing,
(915) 212-1218

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 1. Create an Environment Conducive to Strong, Sustainable, Economic Development

SUBGOAL: 1.4: Grow the core business of air transportation

SUBJECT:

Discussion and action on the award of Solicitation 2022-0672 Runway 8R-26L Rehabilitation to Jordan Foster Construction, LLC for Base Bid I: \$8,847,160.95 and Base Bid II: \$4,245,687.50 for an estimated total amount of \$13,092,848.45.

BACKGROUND / DISCUSSION:

The El Paso International Airport is rehabilitating the pavement for Runway 8R/26L, associated taxiway connectors (TWY S, T, U, and V), and reconstructing a portion of Taxiway U. This project will mill and overlay the runway to replace the aging surface and preserve the useful life of the underlying pavement. Project modifications include upgrading existing airfield lighting and signage components within the adjacent work areas from incandescent to LED. Improvements also include associated grading and drainage in the project area per FAA specifications.

SELECTION SUMMARY:

Solicitation was advertised on April 26, 2022 and May 3, 2022. The solicitation was posted on City website on April 26, 2022. The email (Purmail) notification was sent out on April 28, 2022. There were a total eighty two (82) viewers online; two (2) proposals were received; One being from local supplier. An Inadequate Competition Survey was conducted.

CONTRACT VARIANCE:

N/A

PROTEST

No protest was received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$13,092,848.45
Funding Source: FAA Grant and Airport Enterprise
Account: 562-3080-580270-62330-G62A204002
Account: 562-3010-580270-62335-G62A204002

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:

Yvette Hernandez
Yvette Hernandez, City Engineer

**COUNCIL PROJECT FORM
(Low Bid)**

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

Please place the following item on the **REGULAR AGENDA** for the Council Meeting of **July 19, 2022**.

STRATEGIC GOAL 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 on the award of solicitation 2022-0672 Runway 8R-26L Rehabilitation to Jordan Foster Construction, LLC for an estimated award of \$13,092,848.45. The project consists of rehabilitating the pavement for Runway 8R/26L, associated taxiway connectors (TWY S, T, U, and V), and reconstructing a portion of Taxiway U.

Department:	El Paso International Airport
Award to:	Jordan Foster Construction, LLC El Paso, TX
Item(s):	Base Bid I and Base Bid II
Initial Term:	302 Consecutive Calendar Days
Base Bid:	\$8,847,160.95
Base Bid II:	\$4,245,687.50
Total Estimated Award:	\$13,092,848.45
Funding Source:	Federal Aviation Administration and Airport Enterprise
Account:	562-3010-62330-580270- G62A204002 562-3080-62335-580270- G62A204002
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.

Bid Tab Summary

2022-0672 Runway 8R-26L Rehabilitation

	Contractor	Base Bid I	Base Bid II	Total Amount
1	Jordan Foster Construction, LLC	\$8,847,160.95	\$4,245,687.50	\$13,092,848.45
2	Lagan US Aviation & Infrastructure LLC	\$9,596,399.00	\$4,033,291.00	\$13,629,690.00



CITY OF EL PASO BID TABULATION



BID TITLE: RUNWAY 8R-26L REHABILITATION				BID NO: 2022-0672					
BID DATE: JUNE 15, 2022				DEPARTMENT: CAPITAL IMPROVEMENT					
				Jordan Foster Construction, LLC El Paso, TX Bidder 1 of 2		Lagan US Aviation & Infrastructure, LLC Sterling, VA Bidder 2 of 2			
Item No.	Approx. Qty	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		
Unit Price Schedule Base Bid I: (RWY 8R-26L and TWYs Rehabilitation)									
1	1	LS	FAA C-100-14.1: Contractor Quality Control Program (CQCP)	\$91,000.00	\$91,000.00	\$383,000.00	\$383,000.00		
2	1	LS	FAA C-102-5.1: Temporary Erosion Controls	\$10,000.00	\$10,000.00	\$68,000.00	\$68,000.00		
3	1	LS	FAA C-102-5.2: Stormwater Pollution Prevention Plan (SWPPP) Document	\$5,000.00	\$5,000.00	\$24,000.00	\$24,000.00		
4	129,840	SY	FAA P-101-5.1: Runway Asphalt Pavement Removal by Rotary Cold Milling (3-inch thick nominal)	\$2.15	\$279,156.00	\$4.45	\$577,788.00		
5	11,235	SY	FAA P-101-5.2: Taxiway Asphalt Pavement Removal by Rotary Cold Milling (3-inch thick nominal)	\$2.75	\$30,896.25	\$4.45	\$49,995.75		



CITY OF EL PASO BID TABULATION



BID TITLE: RUNWAY 8R-26L REHABILITATION				BID NO: 2022-0672					
BID DATE: JUNE 15, 2022				DEPARTMENT: CAPITAL IMPROVEMENT					
				Jordan Foster Construction, LLC El Paso, TX Bidder 1 of 2		Lagan US Aviation & Infrastructure, LLC Sterling, VA Bidder 2 of 2			
ITEM NO.	ESTIMATED QUANTITY	UNIT	BRIEF DESCRIPTION OF ITEM	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		
Unit Price Schedule Base Bid I: (RWY 8R-26L and TWYs Rehabilitation)									
6	5,470	LF	FAA P-101-5.3: Concrete Crack Repair with Silicone Joint Sealant (FAA Item P-605)	\$18.00	\$98,460.00	\$5.40	\$29,538.00		
7	54,680	LF	FAA P-101-5.4: Concrete Joint Removal and Replacement with Silicone Joint Sealant (FAA Item P-605)	\$25.00	\$1,367,000.00	\$7.70	\$421,036.00		
8	60	CF	FAA P-101-5.5: Concrete Spall Repair	\$730.00	\$43,800.00	\$675.00	\$40,500.00		
9	65,860	LF	FAA P-101-5.6: Asphalt Crack Repair with Hot-Applied Sealant (FAA Item P-605)	\$6.00	\$395,160.00	\$2.40	\$158,064.00		
10	74,530	LF	FAA P-101-5.7: Asphalt Crack Repair with Sand / Oil Mix	\$7.00	\$521,710.00	\$2.80	\$208,684.00		
11	21,910	TON	FAA P-401-8.1: Runway Asphalt Surface Course, Overlay (3-inch thick)	\$166.00	\$3,637,060.00	\$182.00	\$3,987,620.00		
12	1,899	TON	FAA P-401-8.2: Taxiway Asphalt Surface Course, Overlay (3-inch thick)	\$165.00	\$313,335.00	\$182.00	\$345,618.00		



CITY OF EL PASO BID TABULATION



BID TITLE: RUNWAY 8R-26L REHABILITATION				BID NO: 2022-0672					
BID DATE: JUNE 15, 2022				DEPARTMENT: CAPITAL IMPROVEMENT					
				Jordan Foster Construction, LLC El Paso, TX Bidder 1 of 2		Lagan US Aviation & Infrastructure, LLC Sterling, VA Bidder 2 of 2			
Item No.	Approx. Qty	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		
Unit Price Schedule Base Bid I: (RWY 8R-26L and TWYs Rehabilitation)									
13	85,470	SY	FAA P-608-8.1: Asphalt Surface Treatment	\$2.10	\$179,487.00	\$3.95	\$337,606.50		
14	1	LS	FAA P-620-5.1: Existing Pavement Marking Removal Coordination	\$8,000.00	\$8,000.00	\$15,000.00	\$15,000.00		
15	1	LS	FAA P-620-5.2: New Pavement Marking Installation Coordination	\$15,000.00	\$15,000.00	\$58,000.00	\$58,000.00		
16	112,522	SY	FAA P-621-5.1: Sawcut Grooves, Asphalt Pavement	\$2.35	\$264,426.70	\$3.20	\$360,070.40		
17	82,970	LF	FAA L-108-5.1: No. 8 AWG, L-824C Cable, Installed in Conduit	\$3.25	\$269,652.50	\$3.80	\$315,286.00		
18	1	LS	FAA L-108-5.2: Temporary Electrical Provisions	\$36,000.00	\$36,000.00	\$52,774.35	\$52,774.35		
19	470	LF	FAA L-108-5.3: No. 6 AWG Bare Counterpoise Wire, Installed in Conduit Trench	\$3.50	\$1,645.00	\$4.00	\$1,880.00		
20	1	LS	FAA L-109-5.1: Electrical Vault Modifications including ALCS Upgrades	\$43,000.00	\$43,000.00	\$81,829.00	\$81,829.00		
21	500	LF	FAA L-110-5.1: Electrical Conduit Repair in Existing Shoulder Pavement	\$70.00	\$35,000.00	\$53.00	\$26,500.00		



CITY OF EL PASO BID TABULATION



BID TITLE: RUNWAY 8R-26L REHABILITATION				BID NO: 2022-0672					
BID DATE: JUNE 15, 2022				DEPARTMENT: CAPITAL IMPROVEMENT					
				Jordan Foster Construction, LLC El Paso, TX Bidder 1 of 2		Lagan US Aviation & Infrastructure, LLC Sterling, VA Bidder 2 of 2			
Item No.	Approx. Qty	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		
Unit Price Schedule Base Bid I: (RWY 8R-26L and TWYs Rehabilitation)									
22	470	LF	FAA L-110-5.2: Electrical Conduit, 1-Way 2-inch Conduit, in Turf	\$21.00	\$9,870.00	\$41.00	\$19,270.00		
23	85	EA	FAA L-125-5.1: L-862(L) Elevated Runway Edge Light, Installed in Existing Base Can	\$1,350.00	\$114,750.00	\$1,950.00	\$165,750.00		
24	16	EA	FAA L-125-5.2: L-862E(L) Elevated Runway Threshold / End Light, Installed in Existing Base Can	\$1,520.00	\$24,320.00	\$1,600.00	\$25,600.00		
25	7	EA	FAA L-125-5.3: L-850C(L) In-Pavement Runway Edge Light, Installed in Existing Base Can	\$2,100.00	\$14,700.00	\$2,635.00	\$18,445.00		
26	26	EA	FAA L-125-5.4: Install LED Conversion Kit in Existing Guidance Sign	\$1,600.00	\$41,600.00	\$1,800.00	\$46,800.00		
27	88	EA	FAA L-125-5.5: L-861T(L) Elevated Taxiway Edge Light, Installed in Existing Base Can	\$850.00	\$74,800.00	\$700.00	\$61,600.00		
28	1	LS	X-201-4.1: Safety and Security	\$100,000.00	\$100,000.00	\$385,690.00	\$385,690.00		
29	1	LS	X-202-5.1: Project Survey and Stakeout	\$150,000.00	\$150,000.00	\$208,000.00	\$208,000.00		



CITY OF EL PASO BID TABULATION



BID TITLE: RUNWAY 8R-26L REHABILITATION				BID NO: 2022-0672					
BID DATE: JUNE 15, 2022				DEPARTMENT: CAPITAL IMPROVEMENT					
				Jordan Foster Construction, LLC		Lagan US Aviation & Infrastructure, LLC			
				El Paso, TX		Sterling, VA			
				Bidder 1 of 2		Bidder 2 of 2			
Item No.	Approx. Qty	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		
Unit Price Schedule Base Bid I: (RWY 8R-26L and TWYs Rehabilitation)									
30	1	LS	X-205-5.1: Temporary Construction Items	\$60,000.00	\$60,000.00	\$298,800.00	\$298,800.00		
31	1	LS	X-213-6.1: Utilities Coordination and Location	\$18,000.00	\$18,000.00	\$53,000.00	\$53,000.00		
32	2	EA	X-299-6.1: Procure Lighted Runway Closure Marker	\$50,000.00	\$100,000.00	\$48,500.00	\$97,000.00		
33	82,850	LF	X-305-5.1: Remove No. 8 AWG, L-824C in Duct	\$0.65	\$53,852.50	\$2.60	\$215,410.00		
34	189	EA	X-305-5.2: Remove and Dispose of Elevated Edge Light, Base Can to Remain	\$130.00	\$24,570.00	\$14.00	\$2,646.00		
35	7	EA	X-305-5.3: Remove and Dispose of In-Pavement Edge Light, Base Can to Remain	\$130.00	\$910.00	\$14.00	\$98.00		
36	500	LF	X-305-5.4: Remove 2-inch Conduit	\$30.00	\$15,000.00	\$11.00	\$5,500.00		
Total Base Bid I – (Items 1 - 36)				\$8,447,160.95		\$9,146,399.00			
Mobilization (Not to exceed 5% of Sum Total of Base Bid I)				\$400,000.00		\$450,000.00			
Sum Total (Base Bid I plus Mobilization)				\$8,847,160.95		\$9,596,399.00			



CITY OF EL PASO BID TABULATION



BID TITLE: RUNWAY 8R-26L REHABILITATION				BID NO: 2022-0672					
BID DATE: JUNE 15, 2022				DEPARTMENT: CAPITAL IMPROVEMENT					
				Jordan Foster Construction, LLC El Paso, TX Bidder 1 of 2		Lagan US Aviation & Infrastructure, LLC Sterling, VA Bidder 2 of 2			
Item No.	Approx. Qty	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		
Base Bid Schedule No. 2 (Taxiway U Reconstruction)									
37	1	LS	FAA C-100-14.1: Contractor Quality Control Program (CQCP)	\$85,000.00	\$85,000.00	\$67,200.00	\$67,200.00		
38	1	LS	FAA C-102-5.1: Temporary Erosion Controls	\$11,000.00	\$11,000.00	\$38,000.00	\$38,000.00		
39	1	LS	FAA C-102-5.2: Stormwater Pollution Prevention Plan (SWPPP) Document	\$5,000.00	\$5,000.00	\$5,287.80	\$5,287.80		
40	19,295	SY	FAA P-101-5.8: Taxiway U Pavement Removal (Asphalt on CTB Base)	\$8.00	\$154,360.00	\$11.10	\$214,174.50		
41	4,451	SY	FAA P-101-5.9: Taxiway Shoulder Pavement Removal	\$7.00	\$31,157.00	\$7.00	\$31,157.00		
42	5,705	CY	FAA P-152-4.1: Unclassified Excavation (Includes Onsite Embankment)	\$24.00	\$136,920.00	\$28.30	\$161,451.50		
43	836	CY	FAA P-152-4.2: Unsuitable Subgrade Soils Removal and Replacement	\$35.00	\$29,260.00	\$36.00	\$30,096.00		
44	20,209	SY	FAA P-209-5.1: Taxiway Crushed Aggregate Base Course (16-inch thick)	\$42.00	\$848,778.00	\$39.30	\$794,213.70		
45	5,294	SY	FAA P-209-5.2: Taxiway Shoulder Crushed Aggregate Base Course (9-inch thick)	\$23.00	\$121,762.00	\$22.75	\$120,438.50		



CITY OF EL PASO BID TABULATION



BID TITLE: RUNWAY 8R-26L REHABILITATION				BID NO: 2022-0672					
BID DATE: JUNE 15, 2022				DEPARTMENT: CAPITAL IMPROVEMENT					
				Jordan Foster Construction, LLC El Paso, TX Bidder 1 of 2		Lagan US Aviation & Infrastructure, LLC Sterling, VA Bidder 2 of 2			
Item No.	Approx. Qty	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		
Base Bid Schedule No. 2 (Taxiway U Reconstruction)									
46	6,746	TON	FAA P-401-8.3: Taxiway Asphalt Surface Course (6-inch thick)	\$157.00	\$1,059,122.00	\$171.00	\$1,153,566.00		
47	3,392	TON	FAA P-403-8.1: Taxiway Asphalt Stabilized Base Course (3-inch thick)	\$178.00	\$603,776.00	\$176.00	\$596,992.00		
48	1,290	TON	FAA P-403-8.2: Taxiway Asphalt Shoulder Surface Course (4-inch thick)	\$174.00	\$224,460.00	\$176.00	\$227,040.00		
49	1	LS	FAA P-620-5.1: Existing Pavement Marking Removal Coordination	\$15,000.00	\$15,000.00	\$6,000.00	\$6,000.00		
50	1	LS	FAA P-620-5.2: New Pavement Marking Installation Coordination	\$23,000.00	\$23,000.00	\$19,000.00	\$19,000.00		
51	1	EA	FAA D-751-5.1: Adjust Existing Drainage Structure to New Grade	\$10,000.00	\$10,000.00	\$38,920.00	\$38,920.00		
52	3,570	LF	FAA L-108-5.1: No. 8 AWG, L-824C Cable, Installed in Conduit	\$3.25	\$11,602.50	\$3.50	\$12,495.00		
53	1	LS	FAA L-108-5.2: Temporary Electrical Provisions	\$10,000.00	\$10,000.00	\$4,000.00	\$4,000.00		
54	2,300	LF	FAA L-108-5.3: No. 6 AWG Bare Counterpoise Wire, Installed in Conduit Trench	\$3.50	\$8,050.00	\$4.00	\$9,200.00		



CITY OF EL PASO BID TABULATION



BID TITLE: RUNWAY 8R-26L REHABILITATION								BID NO: 2022-0672	
BID DATE: JUNE 15, 2022								DEPARTMENT: CAPITAL IMPROVEMENT	
				Jordan Foster Construction, LLC El Paso, TX Bidder 1 of 2		Lagan US Aviation & Infrastructure, LLC Sterling, VA Bidder 2 of 2			
Item No.	Approx. Qty	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		
Base Bid Schedule No. 2 (Taxiway U Reconstruction)									
55	2,300	LF	FAA L-110-5.3: Electrical Conduit, 1-Way 2-in Conduit, Encased in New Shoulder Pavement	\$26.00	\$59,800.00	\$52.00	\$119,600.00		
56	26	EA	FAA L-125-5.5: L-861T(L) Elevated Taxiway Edge Light, Installed in Existing Base Can	\$810.00	\$21,060.00	\$603.00	\$15,678.00		
57	19	EA	FAA L-125-5.6: L-861T(L) Elevated Taxiway Edge Light, Installed in New L-867B Base Can	\$3,600.00	\$68,400.00	\$1,966.00	\$37,354.00		
58	1	EA	FAA L-125-5.7: Install Salvaged Guidance Sign on New Sign Foundation, 1 Module	\$4,100.00	\$4,100.00	\$970.00	\$970.00		
59	1	LS	X-201-4.1: Safety and Security	\$99,000.00	\$99,000.00	\$88,600.00	\$88,600.00		
60	1	LS	X-202-5.1: Project Survey and Stakeout	\$160,000.00	\$160,000.00	\$52,800.00	\$52,800.00		
61	1	LS	X-205-5.1: Temporary Construction Items	\$85,000.00	\$85,000.00	\$23,800.00	\$23,800.00		
62	1	LS	X-213-6.1: Utilities Coordination and Location	\$18,000.00	\$18,000.00	\$17,300.00	\$17,300.00		
63	3,670	SY	X-216-5.1: Recycled Asphalt Shoulder Treatment (Millings and Tack Coat)	\$12.00	\$44,040.00	\$12.00	\$44,040.00		



CITY OF EL PASO BID TABULATION



BID TITLE: RUNWAY 8R-26L REHABILITATION				BID NO: 2022-0672					
BID DATE: JUNE 15, 2022				DEPARTMENT: CAPITAL IMPROVEMENT					
				Jordan Foster Construction, LLC El Paso, TX Bidder 1 of 2		Lagan US Aviation & Infrastructure, LLC Sterling, VA Bidder 2 of 2			
Item No.	Approx. Qty	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		
Base Bid Schedule No. 2 (Taxiway U Reconstruction)									
64	3,520	LF	X-305-5.1: Remove No. 8 AWG, L-824C in Duct	\$0.65	\$2,288.00	\$2.10	\$7,392.00		
65	26	EA	X-305-5.2: Remove and Dispose of Elevated Edge Light, Base Can to Remain	\$127.00	\$3,302.00	\$16.00	\$416.00		
66	2,300	LF	X-305-5.4: Remove 2-inch Conduit	\$30.00	\$69,000.00	\$12.00	\$27,600.00		
67	17	EA	X-305-5.5: Remove and Dispose of Elevated Edge Light and Base Can	\$850.00	\$14,450.00	\$520.00	\$8,840.00		
68	1	EA	X-305-5.6: Remove and Salvage Guidance Sign, Remove and Dispose of Sign Foundation	\$9,000.00	\$9,000.00	\$5,130.00	\$5,130.00		
Total – Base Bid II (Items 37 - 68)				\$4,045,687.50		\$3,978,752.00			
Mobilization (Not to exceed 5% of Sum Total of Base Bid II)				\$200,000.00		\$54,539.00			
Sum Total (Base Bid II plus Mobilization)				\$4,245,687.50		\$4,033,291.00			
Sum Total Base Bid I plus Base Bid II				\$13,092,848.45		\$13,629,690.00			
Amendment Acknowledged				Yes		Yes			
Bid Bond Submitted				Yes		Yes			

2022-0672 Runway 8R-26L Rehabilitation

Views List

No.	COMPANY	NAME
1	1988	Garcia, Alfonso
2	1 Priority	Jensen, David
3	ACE Transportation	Torres, RJ
4	Aim Construction Com	Flores, Amada
5	AirSide Solutions, I	Nelson, Jake
6	Allen Concrete Inc.	Magdaleno, Jesus
7	ALP Construction	Lopez, Adolfo
8	American Pavement So	Burkel, Robert
9	American Road Mainte	Paulson, Kyle
10	AMTEK	Rugh, John
11	Barragan and Associa	Barragan, Daniel
12	Black Stallion Contr	Luna, Hector
13	Border Demolition An	Acosta, David
14	Cardinal Grooving	Smith, Alexandra
15	CEA Group	Concha, David
16	CMD Endeavors	Brayan, Chavarria
17	ConstructConnect	STINSON, MORGAN
18	Construction Reporte	Wood, Jane
19	Dan Williams Company	Mendoza, Pedro
20	Deltek	Management, Source
21	DIAMOND DRILLING And	ZAPPAVIGNA, JIM
22	Direx Construction,	Hudson, Brad
23	Diverging Approach I	Henderson, Matthew
24	Dodge Data	Peggy, Koehn
25	DRS Rock Materials,	Soto, Daniel
26	Dustrol Inc.	Alshouse, Aaron
27	ECM International	Lujan, Rosie
28	Efficio Construction	Zubiate, Berta
29	EMJ Construction	Ross, Chris
30	ENCON International,	Woelper, Alex
31	EPHCC	Mireles, Maria
32	FAndW Electrical Con	Diamond, Marisa
33	Fulcrum Contracting	Jaramillo, Jorge
34	Garver, LLC	Humphries, Evan
35	Gateway General Cont	Sandra, Garcia
36	GCC Sun City Materia	Rivas, Fernando
37	Geometrics Engineeri	Bathe, Abhijit
38	Hawk Construction	Sifuentes, Gilbert
39	Hensel Phelps	Morkovsky, Jeremy
40	Hi-Lite Airfield Ser	Haefner, Dennis
41	Horizone Const. 1 LT	De Stefano, Luis Rene
42	Horizone Constructio	De Stefano, Daniela
43	HUB	Gilcrease, Paul
44	Hughey and Phillips,	Miller, Bruce
45	i- Sourcing Technolo	Balai, Rakesh
46	IMS	Gaynor, Shabron

2022-0672 Runway 8R-26L Rehabilitation

Views List

	COMPANY	NAME
47	Interstate Sealant a	Leppert, Sean
48	J. D. Abrams, L.P.	Saenz, Amadeo
49	Jobe Materials	Paredes, Raul
49	Jobe Materials, L.P.	Lowrance, Gloria
50	Jordan Foster Constr	Figueroa, Joseph
51	Lagan Construction,	BLOODWORTH, DONALD
52	Lobo Distribution LL	Wolfe, Perry
53	Lumacurve Airfield S	Benson, Dave
54	Martinez Brothers Co	mota, pablo
55	Maxwell Asphalt, Inc	McIntosh, Robert
56	Mirador Enterprises,	Flores, Hugo
57	Moreno Cardenas Inc.	Quintanilla, Veronica
58	Multi Electric Mfg	Kazienko, Frank
59	Pacific Inc	Doe, John
60	Parkhill, Smith And	Ramirez, Mike
61	Penhall Company	Worth, Daniel
62	PMI Pavement Marking	HESSNEY, STEVE
63	Prime Vendor Inc.	Jones, Kim
64	PWXPress	Miller, Mary
65	Royal Electric	Sanchez, Lynette
66	RSAndH	Lopez, Ana
67	RSAndH, Inc.	Neph, Elliot
68	sdaf	dsf, sdfa
69	Smartprocure	Bjornsson, Ron
70	SPARTAN CONSTRUCTION	ALLEN, STEVE
71	Sundt Construction	Smith, Brian
72	The PlanIt Room	Hernandez, Cecilia
73	Tri-State Electric,	Motta, Alejandro
74	VEMAC	Maynez, Alejandra
75	Vitual Builders Exch	Olguin, Jeannette
76	Wayne Enterprises	Austin, Fork
77	ZTEX Construction I	Royo, Joaquin
78		James, Hardison
79		Banquil, Lovely
80		Watson, Frank
81		Castillo Delgado, Yunuem
82		Reyes, Manuel



Legislation Text

File #: 22-915, 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

Purchasing and Strategic Sourcing, Claudia A Garcia, (915) 212-1218

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

AGENDA LANGUAGE:

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

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

Award Summary:

Discussion and action on the award of Solicitation 2022-0402 Canterbury Trail Improvements to BLACK STALLION CONTRACTORS, INC. for an estimated total amount of \$2,967,572.40. This contract will allow for the construction of a trail that pedestrians, hikers, and bicyclists can use located along Canterbury Drive from Ridgcrest Drive to Stanton Street.

Department:	Capital Improvement
Award to:	BLACK STALLION CONTRACTORS, INC. El Paso, TX
Item(s):	Base Bid I, Base Bid II, Base Bid III, Base Bid IV, and Base Bid V
Initial Term:	300 Consecutive Calendar Days
Base Bid I:	\$956,239.81
Base Bid II:	\$503,908.92
Base Bid III:	\$97,967.47
Base Bid IV:	\$918,798.67
Base Bid V:	\$490,657.53
Total Estimated Award:	\$2,967,572.40
Funding Source:	2013 Street Infrastructure
Accounts:	190-4740-580270-28900-PCP20ST010
District(s):	1

This is a Competitive Sealed Proposal, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to BLACK STALLION CONTRACTORS, INC. the highest ranked offeror, and the Horizone Construction I, Ltd.

be deemed nonresponsive due to submitting an incomplete price form.

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

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

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

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

AGENDA DATE: July 19, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Yvette Hernandez, City Engineer, (915) 212-1860
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-1218

DISTRICT(S) AFFECTED: 1

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 2022-0402 Canterbury Trail Improvements to BLACK STALLION CONTRACTORS, INC. for Base Bid I: \$956,239.81, Base Bid II: \$503,908.92, Base Bid III: \$97,967.47, Base Bid IV: \$918,798.67 and Base Bid V: \$490,657.53 for an estimated total amount of \$2,967,572.40.

BACKGROUND / DISCUSSION:

The project scope consists of providing a trail that pedestrians, hikers, and bicyclists can use located along Canterbury Drive. The project limits are from Ridgecrest Drive to Stanton Street (approximately 2,200 linear feet). The trail will also include the following amenities: aesthetic bollard dark sky compliant lighting, shaded gathering area, benches, a pre-fabricated pedestrian bridge crossing the existing concrete channel mid-street, landscaping with 2-inch caliper trees, and irrigation improvements. The walking trail will consist of an asphalt pavement surface.

SELECTION SUMMARY:

Solicitation was advertised on February 22, 2022 and March 1, 2022. The solicitation was posted on City website on February 22, 2022. The email (Purmail) notification was sent out on February 24, 2022. There were a total sixty-eight (68) viewers online; six (6) proposals were received; all being 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: \$2,967,572.40

Funding Source: 2013 Street Infrastructure

Account: 190-4740-580270-28900-PCP20ST010

2022-0402 Canterbury Trail Improvements

Revised 2/23/2022-V2 – Previous Versions Obsolete

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD: Assistant Director Capital Improvement

Jerry DeMuro/for
Yvette Hernandez, City Engineer

**COUNCIL PROJECT FORM
(Competitive Sealed Proposal)**

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

Please place the following item on the **REGULAR AGENDA** for the Council Meeting of **July 19, 2022**

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 2022-0402 Canterbury Trail Improvements to BLACK STALLION CONTRACTORS, INC. for an estimated total amount of \$2,967,572.40. This contract will allow for the construction of a trail that pedestrians, hikers, and bicyclists can use located along Canterbury Drive from Ridgcrest Drive to Stanton Street.

Department:	Capital Improvement
Award to:	BLACK STALLION CONTRACTORS, INC. El Paso, TX
Item(s):	Base Bid I, Base Bid II, Base Bid III, Base Bid IV, and Base Bid V
Initial Term:	300 Consecutive Calendar Days
Base Bid I:	\$956,239.81
Base Bid II:	\$503,908.92
Base Bid III:	\$97,967.47
Base Bid IV:	\$918,798.67
Base Bid V:	\$490,657.53
Total Estimated Award:	\$2,967,572.40
Funding Source:	2013 Street Infrastructure
Accounts:	190-4740-580270-28900-PCP20ST010
District(s):	1

This is a Competitive Sealed Proposal, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to BLACK STALLION CONTRACTORS, INC. the highest ranked offeror, and the Horizonte Construction I, Ltd. be deemed no responsive due to submitting an incomplete price form.

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.

COMPETITIVE SEALED PROPOSAL (CSP) EVALUATION SHEET
Canterbury Trail Improvements
Solicitation No. 2022-0402

Evaluation Factors	Maximum Points	Black Stallion	Allen Concrete, LLC	Mirador Enterprises, Inc.	Martinez Bros	Keystone GC, LLC	Horizone Construction I
Factor A - Offeror's Fee Proposal	30	\$ 3,017,562.49	\$ 2,861,600.08	\$ 3,189,190.09	\$ 2,958,338.67	\$ 2,557,031.92	Offeror deemed non-responsive.
		25.42	26.81	24.05	25.93	30.00	
Factor B - Offeror's experience and reputation	20	15.36	7.00	8.80	11.48	4.61	
Factor C - Proposed Key Personnel	10	8.00	7.70	7.84	5.48	7.30	
Factor D - Quality of Offeror's Goods or Services	15	10.70	11.00	10.50	9.10	6.40	
Factor E - Offeror's Quality Assurance/Control for this project	15	5.60	11.80	12.00	9.80	9.40	
Factor F - Offeror's Experience and Knowledge of Local Conditions	10	6.83	6.24	5.96	6.40	5.40	
Total Points	100	71.91	70.55	69.15	68.19	63.11	
Ranking		1	2	3	4	5	6

APPROVED: Claudia A. Garcia 5/4/2022
 Interim Purchasing & Strategic Sourcing Director Date

APPROVED: Gvette Hernandez 5/5/22
 City Engineer Date

2022-0402 Canterbury Trail Improvements Bid Tab Summary							
	Bidder's Name	Base Bid I	Base Bid II	Base Bid III	Base Bid IV	Base Bid V	Sum Total Base Bid I, Base Bid II, Base Bid III, Base Bid IV, and Base Bid V Plus Mobilization
1	Horizone Construction I, Ltd	\$ 871,750.10	\$ 361,437.21	\$ 79,735.30	\$ 122,349.89	\$ 488,594.03	\$ 1,923,866.53
2	Keystone GC, LLC	\$ 751,386.75	\$ 473,266.47	\$ 81,575.45	\$ 795,636.07	\$ 455,157.18	\$ 2,557,021.92
3	Allen Concrete, LLC	\$ 1,027,961.13	\$ 424,541.99	\$ 91,699.97	\$ 849,737.49	\$ 467,659.50	\$ 2,861,600.08
4	Martinez Bros Contractors, LLC	\$ 881,610.47	\$ 399,925.40	\$ 85,782.20	\$ 935,039.80	\$ 655,980.80	\$ 2,958,338.67
5	Black Stallion Contractors, Inc.	\$ 965,890.61	\$ 544,248.21	\$ 97,967.47	\$ 918,798.67	\$ 490,657.53	\$ 3,017,562.49
6	Mirador Enterprises, Inc.	\$ 1,007,967.82	\$ 577,053.24	\$ 101,904.80	\$ 1,051,076.71	\$ 451,187.52	\$ 3,189,190.09



CITY OF EL PASO
Cost of Summary Proposals



BID TITLE: Canterbury Trail Improvements BID DATE: March 23, 2022									
BID NO: 2022-0402 DEPARTMENT: Capital Improvement									
				Allen Concrete, LLC El Paso, TX Bidder 1 of 6		Black Stallion Contractors, Inc. El Paso, TX Bidder 2 of 6		Horizon Construction I, Ltd El Paso, TX Bidder 3 of 6	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
Base Bid I - Canterbury Trail Improvements (Trail, Illumination and Landscaping Improvements)									
1	1	LS	Demolition, Removal and Proper Disposal of Existing Landscape Amenities & Miscellaneous Items as described in the Price & Payment Procedures, Technical Specification No. 01 20 00	\$ 43,970.00	\$ 43,970.00	\$ 40,250.00	\$ 40,250.00	\$ 29,310.30	\$ 29,310.30
2	2,344	SY	Furnish and Install 10-Foot Wide Walking Trail (2-Inch HMA TY D & 5-Inch Crushed Stone Base Course TY A, GR 3)	\$ 50.00	\$ 117,200.00	\$ 36.80	\$ 86,259.20	\$ 28.19	\$ 66,077.36
3	4,255	LF	Furnish and Install 6-Inch Wide x 12-Inch Depth Concrete Header Curb (along Walking Trail)	\$ 9.50	\$ 40,422.50	\$ 11.50	\$ 48,932.50	\$ 11.31	\$ 48,124.05
4	120	LF	Furnish and Install Reinforced Concrete Curb & Gutter	\$ 38.00	\$ 4,560.00	\$ 28.75	\$ 3,450.00	\$ 18.59	\$ 2,230.80
5	238	SY	Furnish and Install Reinforced Concrete Sidewalk	\$ 41.86	\$ 9,962.68	\$ 57.50	\$ 13,685.00	\$ 53.93	\$ 12,835.34
6	5	EA	Furnish and Install Accessible Ramps	\$ 950.00	\$ 4,750.00	\$ 1,092.50	\$ 5,462.50	\$ 1,495.09	\$ 7,475.45
7	1	LS	Furnish and Install Pre-Fabricated Bridge Structure (Including Concrete Abutments and Concrete Pedestrian Deck)	\$ 45,872.00	\$ 45,872.00	\$ 49,450.00	\$ 49,450.00	\$ 55,603.97	\$ 55,603.97
8	370	LF	Furnish and Install New Garden Rockwall Along Trail	\$ 93.00	\$ 34,410.00	\$ 93.15	\$ 34,465.50	\$ 80.07	\$ 29,625.90
9	200	LF	Furnish and Install New Pedestrian Handrails	\$ 145.00	\$ 29,000.00	\$ 149.50	\$ 29,900.00	\$ 162.42	\$ 32,484.00
10	3	EA	Remove and Relocate Existing Street Signs	\$ 1,086.00	\$ 3,258.00	\$ 1,087.90	\$ 3,263.70	\$ 580.11	\$ 1,740.33



CITY OF EL PASO
Cost of Summary Proposals



BID TITLE: Canterbury Trail Improvements									
BID DATE: March 23, 2022									
DEPARTMENT: Capital Improvement									
				Allen Concrete, LLC		Black Stallion Contractors, Inc.		Horizone Construction I, Ltd	
				El Paso, TX		El Paso, TX		El Paso, TX	
				Bidder 1 of 6		Bidder 2 of 6		Bidder 3 of 6	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
Base Bid 1 - Canterbury Trail Improvements (Trail, Illumination and Landscaping Improvements)									
11	20	LF	Install New 6-Foot High Rockwall Along Arroyo Bank (East of Stanton Street)	\$ 190.00	\$ 3,800.00	\$ 172.50	\$ 3,450.00	\$ 98.91	\$ 1,978.20
12	12,760	SF	Screening (3-Inch Depth with Weed Barrier)	\$ 2.04	\$ 26,030.40	\$ 1.27	\$ 16,205.20	\$ 2.31	\$ 29,475.60
13	6,800	SF	Rock Mulch (2-Inch Size Rock) (3-Inch Depth with Weed Barrier)	\$ 1.86	\$ 12,648.00	\$ 1.44	\$ 9,792.00	\$ 1.93	\$ 13,124.00
14	27,675	SF	Rock Mulch (2-Inch to 4-Inch Size Rock) (4-Inch Depth with Weed Barrier)	\$ 2.46	\$ 68,080.50	\$ 1.44	\$ 39,852.00	\$ 1.71	\$ 47,324.25
15	31	EA	Boulders	\$ 416.00	\$ 12,896.00	\$ 379.50	\$ 11,764.50	\$ 259.37	\$ 8,040.47
16	10	EA	Furnish and Install Park Bench (6-Foot) (Including Concrete Foundation)	\$ 6,132.00	\$ 61,320.00	\$ 3,105.00	\$ 31,050.00	\$ 3,286.10	\$ 32,861.00
17	3	EA	Furnish and Install Pet Waste Station (Includes Furnishing Mounting Pole)	\$ 1,309.00	\$ 3,927.00	\$ 1,667.50	\$ 5,002.50	\$ 1,902.01	\$ 5,706.03
18	3	EA	Furnish and Install Trash Receptacle (32-Gal) (Including Concrete Foundation)	\$ 6,635.00	\$ 19,905.00	\$ 3,335.00	\$ 10,005.00	\$ 1,132.51	\$ 3,397.53
19	37	EA	Trees (2-Inch Cal)	\$ 1,035.00	\$ 38,295.00	\$ 546.25	\$ 20,211.25	\$ 599.71	\$ 22,189.27
20	202	EA	Shrubs (5-Gal)	\$ 40.00	\$ 8,080.00	\$ 44.85	\$ 9,059.70	\$ 62.97	\$ 12,719.94
21	82	EA	Shrubs / Groundcover (1-Gal)	\$ 15.00	\$ 1,230.00	\$ 11.50	\$ 943.00	\$ 31.48	\$ 2,581.36
22	1	LS	Furnish and Install Automatic Irrigation System	\$ 64,400.00	\$ 64,400.00	\$ 69,000.00	\$ 69,000.00	\$ 62,469.58	\$ 62,469.58
23	48	LF	Drilled Shaft (24-Inch)	\$ 361.90	\$ 17,371.20	\$ 363.00	\$ 17,424.00	\$ 121.12	\$ 5,813.76
24	50	LF	Drilled Shaft (12-Inch)	\$ 270.60	\$ 13,530.00	\$ 270.60	\$ 13,530.00	\$ 54.07	\$ 2,703.50



CITY OF EL PASO
Cost of Summary Proposals



BID TITLE: Canterbury Trail Improvements					BID NO: 2022-0402				
BID DATE: March 23, 2022					DEPARTMENT: Capital Improvement				
				Allen Concrete, LLC		Black Stallion Contractors, Inc.		Horizone Construction I, Ltd	
				El Paso, TX		El Paso, TX		El Paso, TX	
				Bidder 1 of 6		Bidder 2 of 6		Bidder 3 of 6	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
Base Bid I - Canterbury Trail Improvements (Trail, Illumination and Landscaping Improvements)									
25	3,995	LF	Conduit (PVC) (SCH 40) (2-Inch)	\$ 24.20	\$ 96,679.00	\$ 24.20	\$ 96,679.00	\$ 21.74	\$ 86,851.30
26	120	LF	Conduit (PVC) (SCH 40) (2-Inch) (Bore)	\$ 60.50	\$ 7,260.00	\$ 60.50	\$ 7,260.00	\$ 68.72	\$ 8,246.40
27	1	EA	Furnish and Install Roadway Illumination 30-Foot CL IV Timber Pole (250 EQ LED)	\$ 3,264.80	\$ 3,264.80	\$ 3,300.00	\$ 3,300.00	\$ 3,708.19	\$ 3,708.19
28	13,290	LF	Elec. Conductor (No. 6) (Insulated)	\$ 3.62	\$ 48,109.80	\$ 3.63	\$ 48,242.70	\$ 3.06	\$ 40,667.40
29	1	EA	Ground Box (TY A)	\$ 1,375.00	\$ 1,375.00	\$ 1,375.00	\$ 1,375.00	\$ 724.65	\$ 724.65
30	5	EA	Ground Box (TY A) (W / Apron)	\$ 1,705.00	\$ 8,525.00	\$ 1,705.00	\$ 8,525.00	\$ 1,086.97	\$ 5,434.85
31	1	EA	Electrical Service (TY D) (120/240) (NS) (SS) (E) (GC) (O)	\$ 6,440.50	\$ 6,440.50	\$ 6,446.00	\$ 6,446.00	\$ 7,315.19	\$ 7,315.19
32	25	EA	Pedestrian Illumination (3-Foot)	\$ 2,095.50	\$ 52,387.50	\$ 2,095.50	\$ 52,387.50	\$ 1,530.50	\$ 38,262.50
33	8	EA	Pedestrian Illumination (10-Foot)	\$ 3,279.91	\$ 26,239.28	\$ 3,300.00	\$ 26,400.00	\$ 3,724.44	\$ 29,795.52
34	10	MO	Implement Storm Water Pollution Prevention Best Management Practices as described in the Price & Payment Procedures, Technical Specifications No. 01 20 00	\$ 2,300.00	\$ 23,000.00	\$ 2,300.00	\$ 23,000.00	\$ 2,842.46	\$ 28,424.60
35	10	MO	Furnish, Install and Implement Traffic Control Plan (for Entire Project Completion)	\$ 3,500.00	\$ 35,000.00	\$ 7,475.00	\$ 74,750.00	\$ 4,491.56	\$ 44,915.60
Sum Total Base Bid I (Items 1-35)				\$	993,199.16	\$	920,772.75	\$	830,238.19
Mobilization (Not to exceed 5% of Base Bid I)				\$	34,761.97	\$	45,117.86	\$	41,511.91
Sum Total Base Bid I plus Mobilization				\$	1,027,961.13	\$	965,890.61	\$	871,750.10



CITY OF EL PASO
Cost of Summary Proposals



BID TITLE: Canterbury Trail Improvements BID DATE: March 23, 2022				BID NO: 2022-0402 DEPARTMENT: Capital Improvement					
				Allen Concrete, LLC El Paso, TX Bidder 1 of 6		Black Stallion Contractors, Inc. El Paso, TX Bidder 2 of 6		Horizone Construction I, Ltd El Paso, TX Bidder 3 of 6	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
Base Bid II – Existing Concrete Channel and Concrete Drainage Structures, Removal & Replacement									
1	3,737	SY	Removal and Proper Disposal of Existing Reinforced Concrete Drainage Channel	\$ 18.00	\$ 67,266.00	\$ 11.50	\$ 42,975.50	\$ 11.25	\$ 42,041.25
2	75	SY	Removal and Proper Disposal of Existing Reinforced Concrete Drainage Flume	\$ 22.50	\$ 1,687.50	\$ 17.83	\$ 1,337.25	\$ 8.80	\$ 660.00
3	150	SY	Removal and Proper Disposal of Existing Reinforced Concrete Access Ramp	\$ 22.50	\$ 3,375.00	\$ 17.25	\$ 2,587.50	\$ 11.32	\$ 1,698.00
4	318	SY	Removal and Proper Disposal of Existing Reinforced Concrete Rip-Rap	\$ 22.50	\$ 7,155.00	\$ 17.25	\$ 5,485.50	\$ 14.21	\$ 4,518.78
5	40	LF	Removal and Proper Disposal of Existing Concrete Curb & Gutter	\$ 15.00	\$ 600.00	\$ 11.50	\$ 460.00	\$ 9.79	\$ 391.60
6	50	LF	Removal and Proper Disposal of Existing Metal Beam Guard Fence & Timber Post	\$ 18.00	\$ 900.00	\$ 57.50	\$ 2,875.00	\$ 26.86	\$ 1,343.00
7	842	CY	Furnish and Install 6-Inch Reinforced Concrete Drainage Channel	\$ 328.00	\$ 276,176.00	\$ 460.00	\$ 387,320.00	\$ 305.00	\$ 256,810.00
8	33	CY	Furnish and Install 6-Inch Reinforced Concrete Drainage Flume	\$ 298.00	\$ 9,834.00	\$ 575.00	\$ 18,975.00	\$ 270.22	\$ 8,917.26



CITY OF EL PASO
Cost of Summary Proposals



BID TITLE: Canterbury Trail Improvements BID DATE: March 23, 2022								BID NO: 2022-0402 DEPARTMENT: Capital Improvement	
				Allen Concrete, LLC El Paso, TX Bidder 1 of 6		Black Stallion Contractors, Inc. El Paso, TX Bidder 2 of 6		Horizone Construction I, Ltd El Paso, TX Bidder 3 of 6	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
Base Bid II – Existing Concrete Channel and Concrete Drainage Structures, Removal & Replacement									
9	58	CY	Furnish and Install 8-Inch Reinforced Concrete Access Ramp	\$ 327.00	\$ 18,966.00	\$ 575.00	\$ 33,350.00	\$ 236.67	\$ 13,726.86
10	50	LF	Furnish and Install New Metal Beam Guard Fence & Timber Post	\$ 75.00	\$ 3,750.00	\$ 115.00	\$ 5,750.00	\$ 77.44	\$ 3,872.00
11	2	EA	Furnish and Install New Access Ramp Gate	\$ 3,638.00	\$ 7,276.00	\$ 4,025.00	\$ 8,050.00	\$ 3,935.58	\$ 7,871.16
12	1,200	SF	Re-grout / Repair / Re-Pointing of Existing Rockwalls at Roadway Crossings (Upstream & Downstream Faces) (Both Sides of Street)	\$ 11.00	\$ 13,200.00	\$ 8.05	\$ 9,660.00	\$ 7.55	\$ 9,060.00
Sum Total Base Bid II (Items 1-12)				\$	410,185.50	\$	518,825.75	\$	350,909.91
Mobilization (Not to exceed 5% of Base Bid II)				\$	14,356.49	\$	25,422.46	\$	10,527.30
Base Bid II plus Mobilization				\$	424,541.99	\$	544,248.21	\$	361,437.21



CITY OF EL PASO
Cost of Summary Proposals



BID TITLE: Canterbury Trail Improvements									
BID DATE: March 23, 2022									
BID NO: 2022-0402									
DEPARTMENT: Capital Improvement									
				Allen Concrete, LLC		Black Stallion Contractors, Inc.		Horizone Construction I, Ltd	
				El Paso, TX		El Paso, TX		El Paso, TX	
				Bidder 1 of 6		Bidder 2 of 6		Bidder 3 of 6	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
Base Bid III – Canterbury Trail Improvements (Pedestrian Improvements Along Stanton Street)									
1	1	LS	Demolition, Removal and Proper Disposal of Existing Asphalt Pavement and Base Course for Installation of New Refuge Island Along Stanton Street	\$ 3,500.00	\$ 3,500.00	\$ 5,175.00	\$ 5,175.00	\$ 2,573.67	\$ 2,573.67
2	1	LS	Furnish and Install New 10-Foot x 52-Foot Refuge Island Along Stanton Street (Complete in Place)	\$ 8,500.00	\$ 8,500.00	\$ 8,050.00	\$ 8,050.00	\$ 7,668.14	\$ 7,668.14
3	1	LS	Furnish and Install Pavement Markings (Crosswalk Markings & Lane Re-Striping)	\$ 4,140.00	\$ 4,140.00	\$ 7,475.00	\$ 7,475.00	\$ 1,100.26	\$ 1,100.26
4	4	EA	Furnish and Install New Pedestrian Crossing Signage	\$ 1,086.00	\$ 4,344.00	\$ 1,100.00	\$ 4,400.00	\$ 797.11	\$ 3,188.44
5	12	LF	Drilled Shaft (24-Inch)	\$ 361.90	\$ 4,342.80	\$ 363.00	\$ 4,356.00 Contractor's Price: \$4,354.00	\$ 137.47	\$ 1,649.64
6	45	LF	Conduit (PVC) (SCH 40) (2-Inch)	\$ 24.20	\$ 1,089.00	\$ 24.20	\$ 1,089.00	\$ 17.39	\$ 782.55
7	660	LF	Conduit (PVC) (SCH 40) (2-Inch) (Bore)	\$ 60.50	\$ 39,930.00	\$ 60.50	\$ 39,930.00	\$ 55.07	\$ 36,346.20
8	1,085	LF	Elec. Conductor (No. 6) (Insulated)	\$ 3.62	\$ 3,927.70	\$ 3.63	\$ 3,938.55	\$ 3.77	\$ 4,090.45
9	2	EA	Ground Box (TY A) (W / Apron)	\$ 1,705.00	\$ 3,410.00	\$ 1,705.00	\$ 3,410.00	\$ 1,086.97	\$ 2,173.94
10	4	EA	VEH SIG SEC (12-Inch) LED (YEL)	\$ 500.50	\$ 2,002.00	\$ 506.00	\$ 2,024.00	\$ 625.32	\$ 2,501.28
11	625	LF	Traffic Signal Cable (TY A) (12 AWG) (5 CONDR)	\$ 5.78	\$ 3,612.50	\$ 5.83	\$ 3,643.75	\$ 5.95	\$ 3,718.75
12	2	EA	Install Roadside Flashing Beacon Assembly (Including Signage)	\$ 4,900.50	\$ 9,801.00	\$ 4,950.00	\$ 9,900.00	\$ 5,072.53	\$ 10,145.06
Sum Total Base Bid III (Items 1-12)				\$	88,599.00	\$	93,391.30	\$	75,938.38
Mobilization (Not to exceed 5% of Base Bid III)				\$	3,100.97	\$	4,576.17	\$	3,796.92
Base Bid III plus Mobilization				\$	91,699.97	\$	97,967.47	\$	79,735.30



CITY OF EL PASO
Cost of Summary Proposals



BID TITLE: Canterbury Trail Improvements **BID NO:** 2022-0402
BID DATE: March 23, 2022 **DEPARTMENT:** Capital Improvement

				Allen Concrete, LLC El Paso, TX Bidder 1 of 6		Black Stallion Contractors, Inc. El Paso, TX Bidder 2 of 6		Horizon Construction I, Ltd El Paso, TX Bidder 3 of 6	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
Base Bid IV – Water Main Improvements									
1	4,884	LF	Furnish and Install 8-Inch C-900/CL 305 Polyvinyl Chloride (PVC) Water Pipe Installed with Fittings, Valves, and Accessories; Complete in Place	\$ 117.00	\$ 571,428.00 Contractor's Price: \$571,429.00	\$ 117.30	\$ 572,893.20	Left Blank	Left Blank
2	40	LF	Furnish and Install 16-Inch Steel Casing (Open-cut Method) with Fittings and Accessories; Complete in Place	\$ 225.00	\$ 9,000.00	\$ 225.40	\$ 9,016.00	Left Blank	Left Blank
3	1	EA	Replace and Re-Connect 1 1/2-Inch Water Service Line with Fittings, Valves, Meter Box and Accessories; Complete in Place	\$ 5,900.00	\$ 5,900.00	\$ 6,325.00	\$ 6,325.00	Left Blank	Left Blank
4	16	EA	Replace and Re-Connect 1-Inch Water Service Line with Fittings, Valves, Meter Box and Accessories; Complete in Place	\$ 2,070.00	\$ 33,120.00	\$ 2,070.00	\$ 33,120.00	Left Blank	Left Blank
5	1	EA	Replace and Re-Connect 1-Inch Water Service Line with Fittings, Valves, Meter Box and Accessories; Complete in Place	\$ 17,710.00	\$ 17,710.00	\$ 17,825.00	\$ 17,825.00	Left Blank	Left Blank
6	24	EA	Replace and Re-Connect 3/4-Inch Water Service Line with Fittings, Valves, Meter Box, and Accessories; Complete in Place	\$ 1,426.00	\$ 34,224.00	\$ 1,426.00	\$ 34,224.00	Left Blank	Left Blank
7	1	EA	Install New Fire Hydrant Unit Assembly; Complete with Fittings, Valves and Accessories	\$ 8,970.00	\$ 8,970.00	\$ 8,970.00	\$ 8,970.00	Left Blank	Left Blank
8	2	EA	Replace and Relocate Existing Fire Hydrant Assembly with New Fire Hydrant Assembly; Complete with Fittings, Valves and Accessories	\$ 9,660.00	\$ 19,320.00	\$ 9,660.00	\$ 19,320.00	Left Blank	Left Blank
9	2	EA	Remove and Salvage Existing Fire Hydrant	\$ 600.00	\$ 1,200.00	\$ 575.00	\$ 1,150.00	Left Blank	Left Blank
10	4,884	LF	Trench Safety System (Trench Box, Shoring or Bracing Methods), Complete in Place	\$ 4.00	\$ 19,536.00	\$ 2.88	\$ 14,065.92	Left Blank	Left Blank
11	4,000	LB	Additional Fittings	\$ 2.30	\$ 9,200.00	\$ 2.30	\$ 9,200.00	Left Blank	Left Blank
12	362	CY	Cement Stabilized Backfill (4-Sack); as per City of El Paso Specifications; Complete in Place	\$ 140.00	\$ 50,680.00	\$ 149.50	\$ 54,119.00	\$ 143.68	\$ 52,012.16
13	34,188	SF	Existing Asphalt Cut and Removal	\$ 0.35	\$ 11,965.80	\$ 2.30	\$ 78,632.40	\$ 0.38	\$ 12,991.44
14	1	EA	Furnish and Install New 4-inch Pressure Relief Valve with Fittings, Box Cover, Valves, and Accessories; Complete in Place	\$ 17,020.00	\$ 17,020.00	\$ 17,020.00	\$ 17,020.00	\$ 18,241.12	\$ 18,241.12
Sum Total Base Bid IV (Items 1-14)				\$ 809,273.80		\$ 875,880.52		\$ 83,244.72 Contractor's Price: \$782,103.49	
Mobilization (Not to exceed 5% of Base Bid IV)				\$ 40,463.69		\$ 42,918.15		\$ 39,105.17	
Sum Total Base Bid IV plus Mobilization				\$ 849,737.49		\$ 918,798.67		\$ 122,349.89 Contractor's Price: \$821,208.66	



CITY OF EL PASO
Cost of Summary Proposals



BID TITLE: Canterbury Trail Improvements									
BID DATE: March 23, 2022									
BID NO: 2022-0402									
DEPARTMENT: Capital Improvement									
				Allen Concrete, LLC		Black Stallion Contractors, Inc.		Horizone Construction I, Ltd	
				El Paso, TX		El Paso, TX		El Paso, TX	
				Bidder 1 of 6		Bidder 2 of 6		Bidder 3 of 6	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
Base Bid V – Sanitary Sewer Improvements									
1	3,819	LF	Furnish and Install 8-Inch SDR 35 Polyvinyl Chloride (PVC) Sewer Pipe Complete, Installed, Including, But Not Limited to, Dewatering and Temporary By-Pass	\$ 60.00	\$ 229,140.00	\$ 66.70	\$ 254,727.30	\$ 66.22	\$ 252,894.18
2	10	EA	Standard Manhole; 48-Inch Complete in Place, Pre-Cast Base	\$ 7,800.00	\$ 78,000.00	\$ 7,820.00	\$ 78,200.00	\$ 7,874.94	\$ 78,749.40
3	3	EA	Standard Manhole; 48-Inch Complete in Place, Cast-in-Place Base	\$ 8,200.00	\$ 24,600.00	\$ 8,280.00	\$ 24,840.00	\$ 8,620.80	\$ 25,862.40
4	4	EA	Abandon in Place Existing Manhole as per Specifications	\$ 800.00	\$ 3,200.00	\$ 690.00	\$ 2,760.00	\$ 689.66	\$ 2,758.64
5	39	EA	Replace and Reconnect Existing 4-Inch Sanitary Sewer Service to New Sewer Line, Complete in Place	\$ 1,265.00	\$ 49,335.00	\$ 1,265.00	\$ 49,335.00	\$ 1,255.64	\$ 48,969.96
6	16	VF	Standard Manholes, EXTRA DEPTH for Manholes Exceeding 6-Feet of Depth, as per Specifications	\$ 150.00	\$ 2,400.00	\$ 149.50	\$ 2,392.00	\$ 151.18	\$ 2,418.88
7	3,819	LF	Trench Safety System (Trench Box, Shoring or Bracing Methods), Complete in Place	\$ 5.00	\$ 19,095.00	\$ 3.45	\$ 13,175.55	\$ 3.50	\$ 13,366.50
8	283	CY	Cement Stabilized Backfill (4-Sack); as per City of El Paso Specifications; Complete in Place	\$ 140.00	\$ 39,620.00	\$ 149.50	\$ 42,308.50	\$ 142.43	\$ 40,307.69
Sum Total Base Bid V (Items 1-8)				\$	445,390.00	\$	467,738.35	\$	465,327.65
Mobilization (Not to exceed 5% of Base Bid V)				\$	22,269.50	\$	22,919.18	\$	23,266.38
Base Bid V plus Mobilization				\$	467,659.50	\$	490,657.53	\$	488,594.03
Sum Total Base Bids Plus Mobilization (Base Bids I through V)				\$	2,861,600.08	\$	3,017,562.49	\$	1,923,866.53



CITY OF EL PASO
Cost of Summary Proposals



BID TITLE: Canterbury Trail Improvements **BID NO:** 2022-0402
BID DATE: March 23, 2022 **DEPARTMENT:** Capital Improvement

				Allen Concrete, LLC		Black Stallion Contractors, Inc.		Horizone Construction I, Ltd	
				El Paso, TX Bidder 1 of 6		El Paso, TX Bidder 2 of 6		El Paso, TX Bidder 3 of 6	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
Additive Alternative I – North Side of Channel Landscape Improvements									
1	3	EA	60-Inch Diameter Landscape pots	\$ 4,900.00	\$ 14,700.00	\$ 5,175.00	\$ 15,525.00	\$ 7,295.20	\$ 21,885.60
2	7	EA	48-Inch Diameter Landscape pots	\$ 3,100.00	\$ 21,700.00	\$ 3,910.00	\$ 27,370.00	\$ 4,632.74	\$ 32,429.18
3	6	EA	36-Inch Diameter Landscape pots	\$ 2,500.00	\$ 15,000.00	\$ 3,105.00	\$ 18,630.00	\$ 3,578.26	\$ 21,469.56
4	16	EA	Boulders	\$ 416.00	\$ 6,656.00	\$ 379.50	\$ 6,072.00	\$ 468.52	\$ 7,496.32
5	1	LS	Plant Material and Soil	\$ 600.00	\$ 600.00	\$ 8,625.00	\$ 8,625.00	\$ 15,554.93	\$ 15,554.93
6	1	LS	Furnish and Install Automatic Irrigation System for Landscape Pots	\$ 1,200.00	\$ 1,200.00	\$ 2,875.00	\$ 2,875.00	\$ 7,023.29	\$ 7,023.29
Sum Total Additive Alternative I				\$ 59,856.00		\$ 79,097.00 Contractor's Price: \$79,079.00		\$ 105,858.88	
Mobilization (Not to exceed 5% of Additive Alternate I)				\$ 2,094.96		\$ 3,875.75		\$ 5,292.94	
Total Additive Alternate I (Additive Alternative I plus Mobilization)				\$ 61,950.96		\$ 82,972.75		\$ 111,151.82	



CITY OF EL PASO
Cost of Summary Proposals



BID TITLE: Canterbury Trail Improvements					BID NO: 2022-0402				
BID DATE: March 23, 2022					DEPARTMENT: Capital Improvement				
				Allen Concrete, LLC		Black Stallion Contractors, Inc.		Horizone Construction I, Ltd	
				El Paso, TX Bidder 1 of 6		El Paso, TX Bidder 2 of 6		El Paso, TX Bidder 3 of 6	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
Additive Alternative II – Rehabilitation of Existing Corrugated Metal Pipe									
1	7,080	SF	Re-lining / Rehabilitation of Existing Corrugated Metal Pipe (CMP) Drainage Structures Under Roadway (Geopolymer Coating) (1.5-Inches Thick)	\$ 60.00	\$ 424,800.00	\$ 74.75	\$ 529,230.00	\$ 57.47	\$ 406,887.60
Sum Total Additive Alternative II				\$	424,800.00	\$	529,230.00	\$	406,887.60
Mobilization (Not to exceed 5% of Additive Alternate II)				\$	14,868.00	\$	25,932.27	\$	20,344.38
Total Additive Alternate II (Additive Alternative II plus Mobilization)				\$	439,668.00	\$	555,162.27	\$	427,231.98
Amendments Acknowledged:				Yes		Yes		Yes	
Bid Bond:				Yes		Yes		Yes	



CITY OF EL PASO
Cost of Summary Proposals



BID TITLE: Canterbury Trail Improvements				BID NO: 2022-0402					
BID DATE: March 23, 2022				DEPARTMENT: Capital Improvement					
				Keystone GC, LLC		Martinez Bros Contractors, LLC		Mirador Enterprises, Inc.	
				El Paso, TX		El Paso, TX		El Paso, TX	
				Bidder 4 of 6		Bidder 5 of 6		Bidder 6 of 6	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
UNIT PRICE SCHEDULE: BASE BID I EDNA AVENUE (EAST) STREET & DRAINAGE IMPROVEMENTS									
1	1	LS	Demolition, Removal and Proper Disposal of Existing Landscape Amenities & Miscellaneous Items as described in the Price & Payment Procedures, Technical Specification No. 01 20 00	\$ 19,831.04	\$ 19,831.04	\$ 2,875.00	\$ 2,875.00	\$ 62,945.94	\$ 62,945.94
2	2,344	SY	Furnish and Install 10-Foot Wide Walking Trail (2-Inch HMA TY D & 5-Inch Crushed Stone Base Course TY A, GR 3)	\$ 28.12	\$ 65,913.28	\$ 31.97	\$ 74,937.68	\$ 26.37	\$ 61,818.31
3	4,255	LF	Furnish and Install 6-Inch Wide x 12-Inch Depth Concrete Header Curb (along Walking Trail)	\$ 12.13	\$ 51,613.15	\$ 17.25	\$ 73,398.75	\$ 27.50	\$ 117,012.50
4	120	LF	Furnish and Install Reinforced Concrete Curb & Gutter	\$ 18.01	\$ 2,161.20	\$ 16.10	\$ 1,932.00	\$ 33.51	\$ 4,021.20
5	238	SY	Furnish and Install Reinforced Concrete Sidewalk	\$ 52.13	\$ 12,406.94	\$ 56.35	\$ 13,411.30	\$ 96.74	\$ 23,024.12
6	5	EA	Furnish and Install Accessible Ramps	\$ 1,783.31	\$ 8,916.55	\$ 977.50	\$ 4,887.50	\$ 980.04	\$ 4,900.20
7	1	LS	Furnish and Install Pre-Fabricated Bridge Structure (Including Concrete Abutments and Concrete Pedestrian Deck)	\$ 33,409.64	\$ 33,409.64	\$ 42,550.00	\$ 42,550.00	\$ 64,647.61	\$ 64,647.61
8	370	LF	Furnish and Install New Garden Rockwall Along Trail	\$ 78.30	\$ 28,971.00	\$ 143.75	\$ 53,187.50	\$ 120.53	\$ 44,596.10
9	200	LF	Furnish and Install New Pedestrian Handrails	\$ 143.63	\$ 28,726.00	\$ 166.75	\$ 33,350.00	\$ 126.46	\$ 25,292.00
10	3	EA	Remove and Relocate Existing Street Signs	\$ 458.14	\$ 1,374.42	\$ 517.50	\$ 1,552.50	\$ 1,138.11	\$ 3,414.33



CITY OF EL PASO
Cost of Summary Proposals



BID TITLE: Canterbury Trail Improvements				BID NO: 2022-0402					
BID DATE: March 23, 2022				DEPARTMENT: Capital Improvement					
				Keystone GC, LLC		Martinez Bros Contractors, LLC		Mirador Enterprises, Inc.	
				El Paso, TX		El Paso, TX		El Paso, TX	
				Bidder 4 of 6		Bidder 5 of 6		Bidder 6 of 6	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
UNIT PRICE SCHEDULE: BASE BID EDNA AVENUE (EAST) STREET & DRAINAGE IMPROVEMENTS									
11	20	LF	Install New 6-Foot High Rockwall Along Arroyo Bank (East of Stanton Street)	\$ 77.81	\$ 1,556.20	\$ 253.00	\$ 5,060.00	\$ 151.43	\$ 3,028.60
12	12,760	SF	Screening (3-Inch Depth with Weed Barrier)	\$ 0.82	\$ 10,463.20	\$ 1.18	\$ 15,056.80	\$ 1.28	\$ 16,332.80
13	6,800	SF	Rock Mulch (2-Inch Size Rock) (3-Inch Depth with Weed Barrier)	\$ 1.27	\$ 8,636.00	\$ 1.11	\$ 7,548.00	\$ 1.35	\$ 9,180.00
14	27,675	SF	Rock Mulch (2-Inch to 4-Inch Size Rock) (4-Inch Depth with Weed Barrier)	\$ 1.70	\$ 47,047.50	\$ 1.57	\$ 43,449.75	\$ 1.54	\$ 42,619.50
15	31	EA	Boulders	\$ 276.22	\$ 8,562.82	\$ 274.52	\$ 8,510.12	\$ 272.97	\$ 8,462.07
16	10	EA	Furnish and Install Park Bench (6-Foot) (Including Concrete Foundation)	\$ 1,541.73	\$ 15,417.30	\$ 3,967.50	\$ 39,675.00	\$ 2,680.25	\$ 26,802.50
17	3	EA	Furnish and Install Pet Waste Station (Includes Furnishing Mounting Pole)	\$ 692.97	\$ 2,078.91	\$ 2,070.00	\$ 6,210.00	\$ 3,512.49	\$ 10,537.47
18	3	EA	Furnish and Install Trash Receptacle (32-Gal) (Including Concrete Foundation)	\$ 2,182.29	\$ 6,546.87	\$ 4,025.00	\$ 12,075.00	\$ 1,137.26	\$ 3,411.78
19	37	EA	Trees (2-Inch Cal)	\$ 356.88	\$ 13,204.56	\$ 5.21	\$ 192.77	\$ 600.67	\$ 22,224.79
20	202	EA	Shrubs (5-Gal)	\$ 38.67	\$ 7,811.34	\$ 46.83	\$ 9,459.66	\$ 48.28	\$ 9,752.56
21	82	EA	Shrubs / Groundcover (1-Gal)	\$ 16.57	\$ 1,358.74	\$ 15.98	\$ 1,310.36	\$ 12.65	\$ 1,037.30
22	1	LS	Furnish and Install Automatic Irrigation System	\$ 49,675.50	\$ 49,675.50	\$ 71,952.23	\$ 71,952.23	\$ 71,447.80	\$ 71,447.80
23	48	LF	Drilled Shaft (24-Inch)	\$ 363.51	\$ 17,448.48	\$ 345.00	\$ 16,560.00	\$ 379.37	\$ 18,209.76
24	50	LF	Drilled Shaft (12-Inch)	\$ 271.80	\$ 13,590.00	\$ 207.00	\$ 10,350.00	\$ 227.62	\$ 11,381.00



CITY OF EL PASO
Cost of Summary Proposals



BID TITLE: Canterbury Trail Improvements										BID NO: 2022-0402	
BID DATE: March 23, 2022										DEPARTMENT: Capital Improvement	
				Keystone GC, LLC		Martinez Bros Contractors, LLC		Mirador Enterprises, Inc.			
				El Paso, TX Bidder 4 of 6		El Paso, TX Bidder 5 of 6		El Paso, TX Bidder 6 of 6			
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
UNIT PRICE SCHEDULE: BASE BID I EDNA AVENUE (EAST) STREET & DRAINAGE IMPROVEMENTS											
25	3,995	LF	Conduit (PVC) (SCH 40) (2-Inch)	\$ 24.31	\$ 97,118.45	\$ 19.55	\$ 78,102.25	\$ 21.50	\$ 85,892.50		
26	120	LF	Conduit (PVC) (SCH 40) (2-Inch) (Bore)	\$ 60.77	\$ 7,292.40	\$ 51.75	\$ 6,210.00	\$ 56.91	\$ 6,829.20		
27	1	EA	Furnish and Install Roadway Illumination 30-Foot CL IV Timber Pole (250 EQ LED)	\$ 3,279.29	\$ 3,279.29	\$ 3,450.00	\$ 3,450.00	\$ 3,793.69	\$ 3,793.69		
28	13,290	LF	Elec. Conductor (No. 6) (Insulated)	\$ 3.64	\$ 48,375.60	\$ 3.22	\$ 42,793.80	\$ 3.54	\$ 47,046.60		
29	1	EA	Ground Box (TY A)	\$ 1,381.10	\$ 1,381.10	\$ 862.50	\$ 862.50	\$ 948.42	\$ 948.42		
30	5	EA	Ground Box (TY A) (W / Apron)	\$ 1,712.57	\$ 8,562.85	\$ 1,265.00	\$ 6,325.00	\$ 1,391.02	\$ 6,955.10		
31	1	EA	Electrical Service (TY D) (120/240) (NS) (SS) (E) (GC) (O)	\$ 6,469.09	\$ 6,469.09	\$ 6,900.00	\$ 6,900.00	\$ 7,587.38	\$ 7,587.38		
32	25	EA	Pedestrian Illumination (3-Foot)	\$ 2,104.80	\$ 52,620.00	\$ 2,070.00	\$ 51,750.00	\$ 2,276.21	\$ 56,905.25		
33	8	EA	Pedestrian Illumination (10-Foot)	\$ 3,294.47	\$ 26,355.76	\$ 3,450.00	\$ 27,600.00	\$ 3,793.69	\$ 30,349.52		
34	10	MO	Implement Storm Water Pollution Prevention Best Management Practices as described in the Price & Payment Procedures, Technical Specifications No. 01 20 00	\$ 1,816.40	\$ 18,164.00	\$ 1,437.50	\$ 14,375.00	\$ 1,934.78	\$ 19,347.80		
35	10	MO	Furnish, Install and Implement Traffic Control Plan (for Entire Project Completion)	\$ 1,740.19	\$ 17,401.90	\$ 7,475.00	\$ 74,750.00	\$ 5,772.73	\$ 57,727.30		
Sum Total Base Bid I (Items 1-35)				\$ 743,741.08		\$ 862,610.47		\$ 989,483.00			
Mobilization (Not to exceed 5% of Base Bid I)				\$ 7,645.67		\$ 19,000.00		\$ 18,484.82			
Sum Total Base Bid I plus Mobilization				\$ 751,386.75		\$ 881,610.47		\$ 1,007,967.82			
										Contractor's Price: \$989,484.96	
										Contractor's Price: \$1,007,969.78	



CITY OF EL PASO
Cost of Summary Proposals



BID TITLE: Canterbury Trail Improvements				BID NO: 2022-0402					
BID DATE: March 23, 2022				DEPARTMENT: Capital Improvement					
				Keystone GC, LLC		Martinez Bros Contractors, LLC		Mirador Enterprises, Inc.	
				El Paso, TX Bidder 4 of 6		El Paso, TX Bidder 5 of 6		El Paso, TX Bidder 6 of 6	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
Base Bid II – Existing Concrete Channel and Concrete Drainage Structures, Removal & Replacement									
1	3,737	SY	Removal and Proper Disposal of Existing Reinforced Concrete Drainage Channel	\$ 13.97	\$ 52,205.89	\$ 18.40	\$ 68,760.80	\$ 22.93	\$ 85,889.41
2	75	SY	Removal and Proper Disposal of Existing Reinforced Concrete Drainage Flume	\$ 14.13	\$ 1,059.75	\$ 23.00	\$ 1,725.00	\$ 27.70	\$ 2,077.50
3	150	SY	Removal and Proper Disposal of Existing Reinforced Concrete Access Ramp	\$ 13.03	\$ 1,954.50	\$ 23.00	\$ 3,450.00	\$ 27.70	\$ 4,155.00
4	318	SY	Removal and Proper Disposal of Existing Reinforced Concrete Rip-Rap	\$ 12.32	\$ 3,917.76	\$ 14.95	\$ 4,754.10	\$ 22.00	\$ 6,996.00
5	40	LF	Removal and Proper Disposal of Existing Concrete Curb & Gutter	\$ 9.61	\$ 384.40	\$ 3.45	\$ 138.00	\$ 15.80	\$ 632.00
6	50	LF	Removal and Proper Disposal of Existing Metal Beam Guard Fence & Timber Post	\$ 15.39	\$ 769.50	\$ 3.45	\$ 172.50	\$ 18.28	\$ 914.00
7	842	CY	Furnish and Install 6-Inch Reinforced Concrete Drainage Channel	\$ 426.61	\$ 359,205.62	\$ 322.00	\$ 271,124.00	\$ 475.85	\$ 400,665.70
8	33	CY	Furnish and Install 6-Inch Reinforced Concrete Drainage Flume	\$ 489.00	\$ 16,137.00	\$ 287.50	\$ 9,487.50	\$ 526.78	\$ 17,383.74



CITY OF EL PASO
Cost of Summary Proposals



BID TITLE: Canterbury Trail Improvements				BID NO: 2022-0402					
BID DATE: March 23, 2022				DEPARTMENT: Capital Improvement					
				Keystone GC, LLC		Martinez Bros Contractors, LLC		Mirador Enterprises, Inc.	
				El Paso, TX		El Paso, TX		El Paso, TX	
				Bidder 4 of 6		Bidder 5 of 6		Bidder 6 of 6	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
UNIT PRICE SCHEDULE: BASE BID									
9	58	CY	Furnish and Install 8-Inch Reinforced Concrete Access Ramp	\$ 307.44	\$ 17,831.52	\$ 322.00	\$ 18,676.00	\$ 415.23	\$ 24,083.34
10	50	LF	Furnish and Install New Metal Beam Guard Fence & Timber Post	\$ 73.23	\$ 3,661.50	\$ 74.75	\$ 3,737.50	\$ 138.82	\$ 6,941.00
11	2	EA	Furnish and Install New Access Ramp Gate	\$ 3,480.38	\$ 6,960.76	\$ 1,380.00	\$ 2,760.00	\$ 4,338.22	\$ 8,676.44
12	1,200	SF	Re-grout / Repair / Re-Pointing of Existing Rockwalls at Roadway Crossings (Upstream & Downstream Faces) (Both Sides of Street)	\$ 5.10	\$ 6,120.00	\$ 3.45	\$ 4,140.00	\$ 8.06	\$ 9,672.00
Sum Total Base Bid II (Items 1-12)				\$	470,208.20	\$	388,925.40	\$	567,886.13
Mobilization (Not to exceed 5% of Base Bid II)				\$	3,058.27	\$	11,000.00	\$	9,167.11
Sum Total Base Bid II plus Mobilization				\$	473,266.47	\$	399,925.40	\$	577,053.24



CITY OF EL PASO
Cost of Summary Proposals



BID TITLE: Canterbury Trail Improvements										BID NO: 2022-0402	
BID DATE: March 23, 2022										DEPARTMENT: Capital Improvement	
				Keystone GC, LLC		Martinez Bros Contractors, LLC		Mirador Enterprises, Inc.			
				El Paso, TX Bidder 4 of 6		El Paso, TX Bidder 5 of 6		El Paso, TX Bidder 6 of 6			
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Bid Price (in figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (in figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (in figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (in figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
Base Bid III – Canterbury Trail Improvements (Pedestrian Improvements Along Stanton Street)											
1	1	LS	Demolition, Removal and Proper Disposal of Existing Asphalt Pavement and Base Course for Installation of New Refuge Island Along Stanton Street	\$ 456.40	\$ 456.40	\$ 4,025.00	\$ 4,025.00	\$ 6,761.31	\$ 6,761.31		
2	1	LS	Furnish and Install New 10-Foot x 52-Foot Refuge Island Along Stanton Street (Complete in Place)	\$ 7,297.79	\$ 7,297.79	\$ 9,027.50	\$ 9,027.50	\$ 8,388.36	\$ 8,388.36		
3	1	LS	Furnish and Install Pavement Markings (Crosswalk Markings & Lane Re-Striping)	\$ 977.82	\$ 977.82	\$ 5,175.00	\$ 5,175.00	\$ 4,989.63	\$ 4,989.63		
4	4	EA	Furnish and Install New Pedestrian Crossing Signage	\$ 726.28	\$ 2,905.12	\$ 1,380.00	\$ 5,520.00	\$ 922.72	\$ 3,690.88		
5	12	LF	Drilled Shaft (24-Inch)	\$ 363.51	\$ 4,362.12	\$ 345.00	\$ 4,140.00	\$ 433.88	\$ 5,206.56		
6	45	LF	Conduit (PVC) (SCH 40) (2-Inch)	\$ 24.31	\$ 1,093.95	\$ 19.55	\$ 879.75	\$ 24.59	\$ 1,106.55		
7	660	LF	Conduit (PVC) (SCH 40) (2-Inch) (Bore)	\$ 60.77	\$ 40,108.20	\$ 51.75	\$ 34,155.00	\$ 65.08	\$ 42,952.80		
8	1,085	LF	Elec. Conductor (No. 6) (Insulated)	\$ 3.64	\$ 3,949.40	\$ 3.22	\$ 3,493.70	\$ 4.05	\$ 4,394.25		
9	2	EA	Ground Box (TY A) (W / Apron)	\$ 1,712.57	\$ 3,425.14	\$ 1,265.00	\$ 2,530.00	\$ 1,590.90	\$ 3,181.80		
10	4	EA	VEH SIG SEC (12-Inch) LED (YEL)	\$ 502.72	\$ 2,010.88	\$ 488.75	\$ 1,955.00	\$ 614.66	\$ 2,458.64		
11	625	LF	Traffic Signal Cable (TY A) (12 AWG) (5 CONDR)	\$ 5.80	\$ 3,625.00	\$ 5.57	\$ 3,481.25	\$ 7.01	\$ 4,381.25		
12	2	EA	Install Roadside Flashing Beacon Assembly (Including Signage)	\$ 4,922.25	\$ 9,844.50	\$ 4,600.00	\$ 9,200.00	\$ 5,785.08	\$ 11,570.16		
Sum Total Base Bid III (Items 1-12)				\$	80,056.32	\$	83,582.20	\$	99,082.19		
Mobilization (Not to exceed 5% of Base Bid III)				\$	1,529.13	\$	2,200.00	\$	2,822.61		
Sum Total Base Bid III plus Mobilization				\$	81,585.45	\$	85,782.20	\$	101,904.80		



CITY OF EL PASO
Cost of Summary Proposals



BID TITLE: Canterbury Trail Improvements									
BID DATE: March 23, 2022									
BID NO: 2022-0402									
DEPARTMENT: Capital Improvement									
				Keystone GC, LLC		Martinez Bros Contractors, LLC		Mirador Enterprises, Inc.	
				El Paso, TX Bidder 4 of 6		El Paso, TX Bidder 5 of 6		El Paso, TX Bidder 6 of 6	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
Base Bid IV – Water Main Improvements									
1	4,884	LF	Furnish and Install 8-Inch C-900/CL 305 Polyvinyl Chloride (PVC) Water Pipe Installed with Fittings, Valves, and Accessories; Complete in Place	\$ 112.70	\$ 550,426.80	\$ 98.90	\$ 483,027.60	\$ 120.89	\$ 590,426.76
2	40	LF	Furnish and Install 16-Inch Steel Casing (Open-cut Method) with Fittings and Accessories; Complete in Place	\$ 216.56	\$ 8,662.40	\$ 517.50	\$ 20,700.00	\$ 232.30	\$ 9,292.00
3	1	EA	Replace and Re-Connect 1 1/2-Inch Water Service Line with Fittings, Valves, Meter Box and Accessories; Complete in Place	\$ 6,065.80	\$ 6,065.80	\$ 4,427.50	\$ 4,427.50	\$ 6,506.82	\$ 6,506.82
4	16	EA	Replace and Re-Connect 1-Inch Water Service Line with Fittings, Valves, Meter Box and Accessories; Complete in Place	\$ 1,988.79	\$ 31,820.64	\$ 1,978.00	\$ 31,648.00	\$ 2,133.38	\$ 34,134.08
5	1	EA	Replace and Re-Connect 1-Inch Water Service Line with Fittings, Valves, Meter Box and Accessories; Complete in Place	\$ 17,015.19	\$ 17,015.19	\$ 5,175.00	\$ 5,175.00	\$ 18,252.27	\$ 18,252.27
6	24	EA	Replace and Re-Connect 3/4-Inch Water Service Line with Fittings, Valves, Meter Box, and Accessories; Complete in Place	\$ 1,370.05	\$ 32,881.20	\$ 3,680.00	\$ 88,320.00	\$ 1,469.66	\$ 35,271.84
7	1	EA	Install New Fire Hydrant Unit Assembly; Complete with Fittings, Valves and Accessories	\$ 8,618.08	\$ 8,618.08	\$ 9,717.50	\$ 9,717.50	\$ 9,244.66	\$ 9,244.66
8	2	EA	Replace and Relocate Existing Fire Hydrant Assembly with New Fire Hydrant Assembly; Complete with Fittings, Valves and Accessories	\$ 9,281.01	\$ 18,562.02	\$ 9,775.00	\$ 19,550.00	\$ 9,955.78	\$ 19,911.56
9	2	EA	Remove and Salvage Existing Fire Hydrant	\$ 441.95	\$ 883.90	\$ 1,495.00	\$ 2,990.00	\$ 474.08	\$ 948.16
10	4,884	LF	Trench Safety System (Trench Box, Shoring or Bracing Methods); Complete in Place	\$ 2.21	\$ 10,793.64	\$ 4.60	\$ 22,466.40	\$ 2.37	\$ 11,575.08
11	4,000	LB	Additional Fittings	\$ 2.21	\$ 8,840.00	\$ 8.05	\$ 32,200.00	\$ 2.37	\$ 9,480.00
12	362	CY	Cement Stabilized Backfill (4-Sack); as per City of El Paso Specifications; Complete in Place	\$ 132.59	\$ 47,997.58	\$ 133.40	\$ 48,290.80	\$ 143.23	\$ 51,849.26
13	34,188	SF	Existing Asphalt Cut and Removal	\$ 0.63	\$ 21,538.44	\$ 4.00	\$ 136,752.00 Contractor's Price: \$136,750.00	\$ 6.52	\$ 222,905.76
14	1	EA	Furnish and Install New 4-Inch Pressure Relief Valve with Fittings, Box Cover, Valves, and Accessories; Complete in Place	\$ 16,352.26	\$ 16,352.26	\$ 9,775.00	\$ 9,775.00	\$ 17,541.14	\$ 17,541.14
Sum Total Base Bid IV (Items 1-14)				\$	780,457.95	\$	915,039.80	\$	1,037,339.39
				Contractor's Price: \$1,036,977.39					
Mobilization (Not to exceed 5% of Base Bid IV)				\$	15,178.12	\$	20,000.00	\$	13,737.32
Sum Total Base Bid IV plus Mobilization				\$	795,636.07	\$	935,039.80	\$	1,051,076.71
				Contractor's Price: \$1,050,714.71					



CITY OF EL PASO
Cost of Summary Proposals



BID TITLE: Canterbury Trail Improvements								BID NO: 2022-0402	
BID DATE: March 23, 2022								DEPARTMENT: Capital Improvement	
				Keystone GC, LLC		Martinez Bros Contractors, LLC		Mirador Enterprises, Inc.	
				El Paso, TX Bidder 4 of 6		El Paso, TX Bidder 6 of 6		El Paso, TX Bidder 6 of 6	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Bid Price (in figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (in figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (in figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
Base Bid V – Sanitary Sewer Improvements									
1	3,819	LF	Furnish and install 8-inch SDR 35 Polyvinyl Chloride (PVC) Sewer Pipe Complete, Installed, Including, But Not Limited to, Dewatering and Temporary By-Pass	\$ 64.08	\$ 244,721.52	\$ 101.20	\$ 386,482.80	\$ 70.75	\$ 270,194.25
2	10	EA	Standard Manhole; 48-Inch Complete in Place, Pre-Cast Base	\$ 7,513.20	\$ 75,132.00	\$ 8,280.00	\$ 82,800.00	\$ 8,294.43	\$ 82,944.30
3	3	EA	Standard Manhole; 48-Inch Complete in Place, Cast-in-Place Base	\$ 7,955.15	\$ 23,865.45	\$ 9,775.00	\$ 29,325.00	\$ 8,782.34	\$ 26,347.02
4	4	EA	Abandon in Place Existing Manhole as per Specifications	\$ 662.93	\$ 2,651.72	\$ 4,082.50	\$ 16,330.00	\$ 731.86	\$ 2,927.44
5	39	EA	Replace and Reconnect Existing 4-Inch Sanitary Sewer Service to New Sewer Line, Complete in Place	\$ 1,215.37	\$ 47,399.43	\$ 1,587.00	\$ 61,893.00	\$ 70.75	\$ 2,759.25 Contractor's Price: \$52,328.25
6	16	VF	Standard Manholes, EXTRA DEPTH for Manholes Exceeding 6-Feet of Depth, as per Specifications	\$ 143.63	\$ 2,298.08	\$ 276.00	\$ 4,416.00	\$ 158.57	\$ 2,537.12
7	3,819	LF	Trench Safety System (Trench Box, Shoring or Bracing Methods), Complete in Place	\$ 3.31	\$ 12,640.89	\$ 4.60	\$ 17,567.40	\$ 3.66	\$ 13,977.54
8	283	CY	Cement Stabilized Backfill (4-Sack); as per City of El Paso Specifications; Complete in Place	\$ 132.59	\$ 37,522.97	\$ 170.20	\$ 48,166.60	\$ 146.37	\$ 41,422.71
Sum Total Base Bid V (Items 1-8)				\$ 446,232.06		\$ 646,980.80		\$ 443,109.63	
Mobilization (Not to exceed 5% of Base Bid V)				\$ 8,925.12		\$ 9,000.00		\$ 8,077.89	
Sum Total Base Bid V plus Mobilization				\$ 455,157.18		\$ 655,980.80		\$ 451,187.52	
								Contractor's Price: \$500,756.52	
Sum Total Base Bids Plus Mobilization (Base Bids I through V)				\$ 2,557,031.92		\$ 2,958,338.67		\$ 3,189,190.09	
								Contractor's Price: \$3,238,399.05	



CITY OF EL PASO
Cost of Summary Proposals



BID TITLE: Canterbury Trail Improvements				BID NO: 2022-0402					
BID DATE: March 23, 2022				DEPARTMENT: Capital Improvement					
				Keystone GC, LLC		Martinez Bros Contractors, LLC		Mirador Enterprises, Inc.	
				El Paso, TX Bidder 4 of 6		El Paso, TX Bidder 5 of 6		El Paso, TX Bidder 6 of 6	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
Additive Alternative I – North Side of Channel Landscape Improvements									
1	3	EA	60-Inch Diameter Landscape pots	\$ 1,798.75	\$ 5,396.25	\$ 2,772.25	\$ 8,316.75	\$ 4,138.90	\$ 12,416.70
2	7	EA	48-Inch Diameter Landscape pots	\$ 1,385.52	\$ 9,698.64	\$ 2,101.25	\$ 14,708.75	\$ 2,797.57	\$ 19,582.99
3	6	EA	36-Inch Diameter Landscape pots	\$ 1,068.42	\$ 6,410.52	\$ 1,458.75	\$ 8,752.50	\$ 2,797.57	\$ 16,785.42
4	16	EA	Boulders	\$ 276.22	\$ 4,419.52	\$ 382.81	\$ 6,124.96	\$ 382.81	\$ 6,124.96
5	1	LS	Plant Material and Soil	\$ 2,032.98	\$ 2,032.98	\$ 8,615.00	\$ 8,615.00	\$ 8,700.23	\$ 8,700.23
6	1	LS	Furnish and Install Automatic Irrigation System for Landscape Pots	\$ 1,657.32	\$ 1,657.32	\$ 3,565.00	\$ 3,565.00	\$ 2,320.06	\$ 2,320.06
Sum Total Additive Alternative I				\$ 29,615.23		\$ 50,082.96		\$ 65,930.36	
Mobilization (Not to exceed 5% of Additive Alternate I)				\$ 509.71		\$ 1,500.00		\$ 2,841.75	
Total Additive Alternate I (Additive Alternative I plus Mobilization)				\$ 30,124.94		\$ 51,582.96		\$ 68,772.11	



CITY OF EL PASO
Cost of Summary Proposals



BID TITLE: Canterbury Trail Improvements				BID NO: 2022-0402					
BID DATE: March 23, 2022				DEPARTMENT: Capital Improvement					
				Keystone GC, LLC		Martinez Bros Contractors, LLC		Mirador Enterprises, Inc.	
				El Paso, TX Bidder 4 of 6		El Paso, TX Bidder 5 of 6		El Paso, TX Bidder 6 of 6	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
Additive Alternative II – Rehabilitation of Existing Corrugated Metal Pipe									
1	7,080	SF	Re-lining / Rehabilitation of Existing Corrugated Metal Pipe (CMP) Drainage Structures Under Roadway (Geopolymer Coating) (1.5-Inches Thick)	\$ 57.90	\$ 409,932.00	\$ 36.80	\$ 260,544.00	\$ 58.44	\$ 413,755.20
Sum Total Additive Alternative II				\$	409,932.00	\$	260,544.00	\$	413,755.20
Mobilization (Not to exceed 5% of Additive Alternate II)				\$	509.71	\$	4,500.00	\$	7,315.90
Total Additive Alternatne II (Additive Alternative II plus Mobilization)				\$	410,441.71	\$	265,044.00	\$	421,071.10
Amendments Acknowledged:				Yes		Yes		Yes	
Bid Bond:				Yes		Yes		Yes	

2022-0402 Canterbury Trail Improvements View List		
1	1988	Garcia, Alfonso
2	Abescape	Gallegos, Mari
3	Accent Landscape Con	Counts, Tim
4	Allen Concrete Inc.	Magdaleno, Jesus
5	allied paving	ortiz, abel
6	AMTEK	Rugh, John
7	B.F. Builders Group,	Fraire, Julio
8	Best Ironworks	Guardado, Carlos
9	Black Stallion Contr	Luna, Hector
10	Caballero Electric C	Caballero, Luis
11	CEA Group	Concha, David
12	Consolidated Traffic	STAPLETON, DAWN
13	ConstructConnect	STINSON, MORGAN
14	Construction Journal	Exton, Pamela
15	Construction Reporte	Wood, Jane
16	CONTRACTOIRS & ENGIN	TYREE, BRUNO
17	CSA Constructors	Oney, Hilary
18	DEL MAR CONTRACTING,	HARRISON, MIKE
19	Deltek	Management, Source
20	Dodge Data	Peggy, Koehn
21	Dodge Data And Analy	Loganathan, Jayalakshmi
22	DRS Rock Materials,	Soto, Daniel
23	ECM International	Lujan, Rosie
24	El Paso Tractor	Salgado, Jacob
25	Enotsyek	Dominguez, Luis
26	Fulcrum Contracting	Jaramillo, Jorge
27	Globe Builders, LLC	Banks, Archie
28	GREEN DREAM INTERNAT	Vand, Ab
29	HAWK	Jorge, Ojeda
30	Horizone Const. 1 LT	De Stefano, Luis Rene
31	HUB	Gilcrease, Paul
32	i- Sourcing Technolo	Balai, Rakesh
33	JAR Concrete Inc	Monica, Lombrana
34	Jerry Priester	Priester, Jerry

2022-0402 Canterbury Trail Improvements View List		
35	Jobe Materials	Paredes, Raul
36	Keystone	Michael, Guillen
37	LAC Construction	LAC, Construction
38	Lizandro Naranjo	Naranjo, Lizandro
39	Lomeli and sons Land	Gonzalez, Ruben
40	Martinez Bros. Lands	Martinez, Ben
41	Mirador	Lopez, Jose
42	Mirador Enterprises	Dominguez, Adriana
43	Moreno Cardenas Inc.	Assad, Danny
44	Mr.	Ortiz, Cano
45	Pacific Inc	Doe, John
46	Perikin Enterprises	Silva, Luis
47	PMI Pavement Marking	HESSNEY, STEVE
48	Prime Vendor Inc.	Jones, Kim
49	PWXPress	Miller, Mary
50	Roman Construction	Valdespino, Carlos
51	Smartprocure	Bjornsson, Ron
52	SPARTAN CONSTRUCTION	ALLEN, STEVE
53	Star Pavers Construc	Yahve, Gallegos
54	Texas Highway Produc	Martinez, Xavier
55	The PlanIt Room	Hernandez, Cecilia
56	tierra firme const i	ruiz jr, abraham g
57	triple m recreation	romero, ron
58	Tri-State Electric,	Motta, Alejandro
59	Vitual Builders Exch	Olguin, Jeannette
60	Wayne Enterprises	Austin, Fork
61	Zayza Irrigation And	Acosta, German
62	Ztex Construction	Construction, Ztex
63		Banquil, Lovely
64		Maldonado, Mariana
65		Watson, Frank
66		Mario, Canchola
67		Martinez, Jessica
68		MARTINEZ, ALONSO



Legislation Text

File #: 22-927, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

Districts 1, 3, 5, 6, and 8

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

AGENDA LANGUAGE:

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

Discussion and action that the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Consor Engineers, LLC, a Florida, USA, Foreign LLC, for a project known as "Architect and Engineering Services for Arterial Lighting Package 5 - Resler and Edgemere" for an amount not to exceed \$1,118,398.17; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$1,218,398.17; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents for the execution of the Agreement.

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

AGENDA DATE: July 06, 2022
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Yvette Hernandez, P.E., City Engineer
(915) 212-1860

DISTRICT(S) AFFECTED: 1, 3, 5, 6, and 8

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 that the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Consor Engineers, LLC, a Florida, USA, Foreign LLC, for a project know as "Architect and Engineering Services for Arterial Lighting Package 5 – Resler and Edgemere" for an amount not to exceed \$1,118,398.17; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$1,218,398.17; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents for the execution of the Agreement.

BACKGROUND / DISCUSSION:

This project will include median landscaping, trees, drip irrigation system, landscape illumination at major intersections and focal points, and continuous arterial lighting.

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING:

2019 Capital Funding Plan: \$1,118,398.17

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:

Assistant Director Capital Improvement



Yvette Hernandez, P.E.
City Engineer

RESOLUTION

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and CONSOR Engineers, LLC., a Florida, USA, Foreign LLC. professional limited liability company, for a project known as “Arterial Lighting Package 5-Resler and Edgemere” for an amount not to exceed \$1,118,398.17; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$1,218,398.17; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

APPROVED THIS _____ DAY OF _____ 2022.

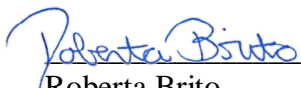
CITY OF EL PASO:

Oscar Leaser, Mayor

ATTEST:

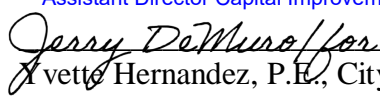
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Assistant Director Capital Improvement


Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

CITY OF EL PASO A/E SELECTION SCORESHEET

Rater	SOLICITATION #2022-0482R ARTERIAL LIGHTING PACKAGE 5 ~ RESLER AND EDGEMERE										
	AECOM	BROCK & BUSTILLOS	CONSOR ENGINEERS	COUNTRYMAN & CO.	CSA DESIGN GROUP	DEC	ESSCO	GRV	HUITT- ZOLLARS	KIMLEY- HORN	MORENO CARDENAS
Rater 1	73	72	72	56	69	68	70	73	68	66	71
Rater 2	68	69	68	65	59	64	62	66	63	62	61
Rater 3	49	63	70	45	65	61	70	55	58	67	67
Rater 4	61	56	53	49	43	43	53	56	43	43	43
Rater 5	65	67	67	60	61	71	67	65	65	65	67
Total Raters Score	316	327	330	275	297	307	322	315	297	303	309
References	10	7	9	3	9	9	10	10	6	10	10
OVERALL SCORE	326	334	339	278	306	316	332	325	303	313	319

#1	Consort Engineers	339
#2	Brock & Bustillos	334
#3	ESSCO	334
#4	AECOM	326
#5	GRV	325
#6	Moreno Cardenas	319
#7	DEC	316
#8	Kimley-Horn	313
#9	CSA Design Group	306
#10	Huitt-Zollars	303
#11	Countryman & Co	278

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this ____ day of _____, 2022 by and between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and CONSOR Engineers. LLC., a Florida, USA, Foreign LLC., professional limited liability company, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as “Arterial Lighting Package 5 - Resler and Edgemere”, hereinafter referred to as the “**Project**”, as further described in **Attachment “A”**; and

WHEREAS, Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances.

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I.
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate

**ARTICLE II.
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform the services identified in this Agreement for the Project. The Project shall consist of the Consultant’s completion of the Scope of Services as further described in **Attachment “A”**. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment “D”**.

2.2 The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

2.3 The Consultant shall serve as the Owner's professional representative for the construction of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each Project's the construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working day time period.

ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **ONE MILLION, ONE HUNDRED EIGHTEEN THOUSAND THREE HUNDRED NINETY-EIGHT AND 17/100 (\$1,118,398.17)** for all basic services and reimbursables performed pursuant to this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **\$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**.

3.3 CONSULTANT'S INVOICES. The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days (90) of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of the Project. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET AND TIME. The Consultant acknowledges that the total project budget for the Project allocates is \$1,118,398.17, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment "A"**. The Consultant does hereby agree to design the Project such that the Consultant's final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant's cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project's size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant's final cost opinions by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the

requested services in accordance with the timelines and schedules outlined in **Attachments “C” and “D”**.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant’s services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days’** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner’s notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE. The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees

that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

4.3.4 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.

Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V. INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment “E”**. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS’ COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers’ Compensation Insurance as required by applicable Texas law for all of the Consultant’s employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

“The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured.”

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant’s employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **Commercial General Liability**
\$1,000,000.00 Per Occurrence
\$1,000,000.00 Products/Completed Operations
\$1,000,000.00 Personal and Advertising Injury
- b) **AUTOMOBILE LIABILITY**
Combined Single Limit
\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of \$1,000,000.00 on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Agreement.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND OWNER, AND OWNER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY'S INDEPENDENT PROJECT MANAGERS.

To the extent allowed by state law, the Owner will be responsible for its own actions.

ARTICLE VI. FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including,

but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

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

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national

origin.

- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII. GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner has the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects, other than the construction of the Project, shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Consultant's office hours) and places upon reasonable notice.

7.6 CONTRACTING INFORMATION

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

7.7 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.8 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.9 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.10 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.11 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.12 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner: The City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79950-1890

With a Copy to: The City of El Paso
Attn: City Engineer
P. O. Box 1890
El Paso, Texas 79950-1890

To the Consultant: CONSOR Engineers, LLC.
Attn: Ricardo Prieto
1501 N. Mesa, Suite 200
El Paso, TX. 79902

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.13 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.14 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

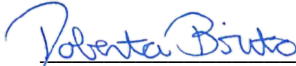
7.15 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

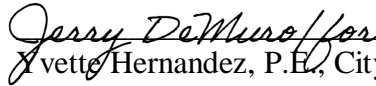
Tomás González
City Manager

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Assistant Director Capital Improvement


Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2022,
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures begin on following page)

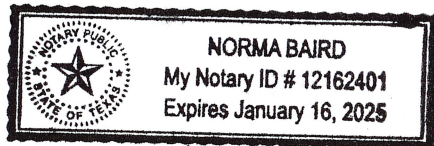
CONSULTANT:

By: [Signature]
Name: Ricardo Prieto
Title: Senior Vice President

ACKNOWLEDGEMENT

THE STATE OF Texas §
§
COUNTY OF El Paso §

This instrument was acknowledged before me on this 28 day of June, 2022,
by Ricardo Prieto, on behalf of Consultant.



[Signature]
Notary Public, State of Texas

My commission expires:

01-16-2025

**ATTACHMENT “A”
SCOPE OF SERVICES**

ATTACHMENT A SCOPE OF WORK

The scope of services will provide arterial lighting and median landscape improvements as per the following matrix and within the project limits.

PROJECT LIMITS

Resler Dr.

	Distance (Miles)	Arterial Lighting	Median Landscaping	IT
Desert Pass to El Cajon	0.33	X	X	X
El Cajon to Mesa	0.26	X	X	X
Mesa to Alto Rey	0.23	X	X	X
Alto Rey to Enid	0.18	X	X	X
Enid to Escondido	0.17	X	X	X
Escondido to Orizaba	0.32	X	X	X
Orizaba to Belvidere	0.30	X	X	X
Belvidere to Redd	0.57	X	X	X
Helen of Troy to Paseo del Norte	0.47	X	N/A	X
Paseo del Norte to Northern Pass	0.31	X	N/A	X
Northern Pass to Loop 375	1.39	X	X	X

Edgemere

	Distance (Miles)	Arterial Lighting	Median Landscaping	IT
Aberdeen to McRae	0.33	X	N/A	N/A
McRae to Yarbrough	1.58	X	N/A	X
Yarbrough to Lee Trevino	0.46	X	N/A	X
Lee Trevino to George Dieter	1.25	X	N/A	X
George Dieter to Loop 375	2.00	X	X	X
Loop 375 to Zaragoza	2.34	X	X	X
Zaragoza to John Hayes	0.75	X	N/A	X

SCOPE OF LANDSCAPE WORK

- The landscaping shall be placed in accordance with the Capital Improvement Department's Median and Parkway Landscape Standards
- Trees placed at 30-foot intervals
- Automatic drip irrigation system

- Weed barrier fabric
- Rock aggregate at 3-inch deep

DESIGN CRITERIA

Roadway Lighting

The project includes the design and construction of roadway lighting in compliance with the current City of El Paso Roadway Lighting Standards, utilizing full cutoff light fixtures or cutoff light fixtures. The plans shall include electrical distribution, trenching at existing medians and boring under streets between medians. Illumination shall be dark-sky compliant utilizing LED, and must be based on photometric studies that provide full roadway illumination in accordance with City Code requirements. Any utilities serving illumination poles shall be located underground.

Landscaping

The project includes the design and construction of median landscaping throughout and landscaping on parkways at selected intersection locations.

Tree and Plant Selection

Trees and plants shall be selected from the City's approved tree and plant list. Honey Mesquite trees, Chinese Pistache trees, or similar trees shall be the predominant tree used in the median. Shrubs shall consist of various flowering varieties throughout different seasons, such as Lynn's Legacy Sage, Yellow Bells, Red Bird of Paradise, Rosemary, Autumn Sage, Turpentine Bush, Damianita, and other similar plants. No cactus, yucca, or century plant shall be utilized. Trees shall be a minimum of 3-inch caliper. Shrubs shall be a minimum of five gallon.

Green Infrastructure Elements

The firm, where feasible, shall provide options for water harvesting elements and other green infrastructure.

Other Requirements and Information

Installation of new water meters shall be based on coordination with El Paso Water. Door-to-door outreach will be conducted by City staff.

SERVICES REQUIRED

Investigation

The firm is responsible for meeting with stakeholders to obtain, at a minimum, copies of the City's Design Standards for Construction.

Utility Investigation, Services and Coordination

The firm shall coordinate the project design with all utility companies that will be affected by the improvements. The purpose is to minimize utility relocation without compromising design standards. The firm shall submit all applications to the utilities on behalf of the City, however, the City will pay all utility service fees. It is not the firm's responsibility to pull the installation

of the service, all activities required as part of the installation of the service will be coordinated and performed by the contractor doing the work.

All utility service requests shall be completed and submitted by the firm before the construction documents are submitted for bid advertisement. The firm shall prepare all metes and bounds descriptions for utility easements and/or vacations. The firm shall coordinate easements and/or vacations with City staff and the respective utility companies. All documents and coordination efforts by the firm shall be completed by or before the Final Design Phase due date.

The consultant shall pothole utilities to determine both the vertical and horizontal alignments. This information will allow for a more complete project design and will minimize the potential conflicts during construction.

The firm shall obtain all available horizontal and vertical information on utility lines, valves, covers, manholes, etc. from the different utility companies during the Preliminary Design Phase, and these existing utility structures shall be shown on the Preliminary Design Phase plan submittal.

The firm shall correspond and meet with all affected utility companies to discuss the proposed design and to determine if a relocation is needed. If a relocation is required, the extent of the relocation will be determined. If a dispute arises, the consultant shall promptly set up a meeting between the City Project Manager and the utility company to discuss and resolve the issue.

The firm on behalf of the City, shall request that all affected utility companies relocate the services that are in conflict with the project improvements. However, each utility company can request that the City include, as part of the street and drainage improvement bid package, the relocation of their utility lines, provided that the utility company enters into an agreement with the City and provides the funding. The consultant shall coordinate this effort with the utility companies and advise them of the City's policy to minimize pavement cuts on new roadways.

All correspondence and meeting minutes shall be submitted to the City when each design phase is due. The construction documents shall show all utility company contacts, and shall clearly show all existing and proposed utility lines. All documents and coordination efforts by the firm shall be completed by or before the Final Design Phase due date. The firm shall submit all utility clearance letters from each utility company by or before the project is advertised for bid.

Planning

The firm shall assist the City by providing schedules for obtaining utility easements, utility services lines and other permits.

Soils Investigation

The firm shall provide a soil investigation report for this project, including analyses performed, and recommendations for needed soil amendments to make the soil adequate for tree, shrub and sod growth.

Surveys

The firm shall provide all topographic and horizontal surveys necessary to complete the design. The existing City right-of-way limits and easements shall be provided and shall be identified on the plans.

Design Analysis and Project Design

The firm shall perform a design analysis for each project to ensure public safety, and all design analysis must comply with the applicable City, County, State, and Federal laws and regulations.

Design shall meet all City requirements for the project and shall be performed in phases, in accordance with the project schedule.

The firm shall determine the discipline of the State of Texas licensed designers that will be required by the State to perform this type of project design. The irrigation design shall be designed by a licensed irrigator registered in the State of Texas and shall comply with the City of El Paso Design Standards for Construction.

Besides complying with local codes, the firm shall comply, at a minimum, with the City of El Paso's Design and Construction Standards, the City's Grading Ordinance, the City's Engineering Department Drawing Guidelines, the National Association of City Transportation Official's guidance and the Dark Sky Ordinance as applicable.

The firm shall ensure that the project design is completed in compliance with all federal, state and local regulations and ordinances.

Early in the design the firm shall coordinate the selection of materials and equipment with the appropriate City support departments.

Technical Specifications

The firm shall prepare and provide technical specifications. The specifications shall be based on accepted national specifications. **Sole sourcing will not be allowed.** All specifications must include type of materials listed in the construction drawings, placement method and quality control and quality assurance testing. The specifications shall correlate with unit price format. All specifications must comply with established specification standards and formats. The firm shall provide both design and performance specifications.

Building Permits, Special Permits, and Other Land Use Permits

The firm shall comply with all local, state, and federal building codes. The firm shall submit the required number of plan sets to the City of El Paso Development Department. The Landscaping, Roadway Lighting and Irrigation Plans, as applicable, shall be submitted for review and approval during the final design phase period. The firm shall be responsible for obtaining the required approvals from the City of El Paso Development Department before the construction documents are submitted for bid advertisement. As applicable, it shall be the responsibility of the firm to follow up on the review and approval process with the City of El Paso Development Department. **The firm shall not be responsible for pulling the permit.** The pulling of the permit shall be the responsibility of the contractor. It is the responsibility of the

City of El Paso Development Department to review the grading and drainage, storm water pollution prevention plan, and electrical permit requirements.

The firm shall prepare all documents that include, but are not limited to, metes and bounds descriptions, site plans, elevations, layouts, and applications for permits. The firm shall represent the City to make presentations and answer questions at the Open House Meetings and at City Council meetings.

Storm Water Pollution Prevention Plan

The firm shall prepare and provide a storm water pollution prevention plan. The firm shall be responsible to be knowledgeable on the storm water pollution prevention plan requirements. The storm water pollution prevention plan shall be submitted to the City of El Paso Development Department for review and approval.

Public Involvement

The firm shall assist the City throughout public outreach activities in providing plans/exhibits showing the improvements and how improvements will affect adjacent property owners and in identification of stakeholders. Community meetings will be held for the design phase and the firm shall be responsible to attend and make a presentation of the improvements and answer questions.

CONSOR Engineers LLC proposes to support the City of El Paso with the following public involvement services. CONSOR will work proactively with city staff to develop a public involvement plan which meaningfully engages residents and businesses early to mitigate the risk of late-stage community feedback which can threaten to delay the efficient delivery of the project.

- **Public Involvement Collaboration Kick-Off:** CONSOR will collaborate in a focused planning meeting with the City of El Paso on best practices to engage with the communities along the corridors in Package 5. CONSOR will provide recommendations on public meeting dates, times, formats, locations, and community engagement tools to maximize attendance and engagement. Recommendations are likely to include two open house style meetings along the Resler Corridor (one north, one south) and two open house style meetings along the Edgemere Corridor (one west, one east).
- **Preparation of Stakeholder Lists:** CONSOR will provide the City of El Paso with a list of all property owners along both corridors in Package 5. CONSOR will also assess each corridor for potential stakeholders outside of that geographical footprint, including schools, churches, and recognized neighborhood associations. CONSOR will design and mail or otherwise deliver a postcard to each identified property owner and stakeholder inviting them to attend one of the corridor specific public meetings.
- **Preparation of Exhibits:** For both corridors, CONSOR will provide printed and/or digital exhibits showing the following: project limits, cross-section of each segment, other pertinent information, e.g., information about funding, schedule, contact information, etc., which will help the public understand and engage with the project.
- **Public Meeting Preparation:** In collaboration with the City of El Paso, CONSOR will schedule and reserve venues for public meetings as well as prepare sign-in sheets, fact sheets, meeting wayfinding, and other printed materials to support public meetings.

- **Public Meeting Attendance:** CONSOR will send the project manager, public involvement manager, and public involvement specialist to each of the four-corridor specific public meetings to support COEP staff in the set-up and execution of the open house style meetings.

Bidding

The firm shall submit the following for bidding:

- Full and complete sealed set of drawings both in hard copy and electronic format
- Full and complete sealed set of technical specifications both in hard copy and electronic format
- Detailed scope of work both in hard copy and electronic format
- Detailed unit price bid proposal form both in hard copy and electronic format
- Detailed real world value cost estimate in hard copy

During the bidding process, the firm shall assist the City with, but not limited to the following items: respond to all questions from perspective bidders, attend a pre-bid conference, and if required prepare addendums. The bids shall be advertised as a unit price contract and selection of the bidders shall be a “CSP”, Competitive Sealed Proposal, selection.

Construction

During the construction phase, the City may request that the firm provide construction observation services, billable on a time and materials basis, which may include but not limited to:

- Attendance at the weekly construction meeting scheduled by the City Project Manager
- Conduct weekly project site visits and produce a project observations report within three (3) business days of the project site visit
- Respond to Requests for Information (RFIs) from the project contractor
- Review and approve contractor technical submittals within a schedule previously established by the City Project Manager
- Providing advice and recommendation to the Owner
- Participate in punch list inspections and produce punch lists for submittal to Owner
- Produce a set of reproducible (24”X36”) and electronic format “as-built” drawings.

Construction Sequencing Plan

The firm shall prepare a construction sequencing plan and submit it at all design phase submittals for review. The City will review and approve the sequencing plan. The contractor shall not be given the option of developing the sequence of construction.

Construction Schedule

The firm shall meet with the City Project Manager and Construction Manager to determine the construction schedule for each phase, order of work, and which phases will be done concurrently. The meeting shall be held after pre-final plans are submitted but before the Final Design Notice to proceed is issued. The information will allow the firm to prepare a current market cost estimate at the final design phase submittal.

Cost Estimates

The firm shall develop and submit the construction cost estimates in each design phase. The construction cost estimate is expected to be within ten percent (10%) of the bid for base bid item expected from the lowest responsible bidder. The firm's final estimate shall take into account all labor costs that shall be based on the current City prevailing wage rates as adopted by the City Council.

Design Analysis

Design analysis shall include all engineering calculations for review by the City, governmental authorities who may have jurisdiction over each construction contract, and public utilities.

Reproduction

The firm shall be responsible for all printing required during all design phases and for code review requirements.

PRODUCTS REQUIRED

DRAWINGS AND SPECIFICATIONS

Preliminary Design Phase

As part of the Preliminary Design Phase submittal, the firm shall provide four large sets of plans, five reduced sets of plans, and five (5) copies in PDF format on five individual CDs or flash drives, of the Preliminary Design documents for review, comments and approval.

The Preliminary Design Phase submittal shall consist of the following documents:

- Coversheet (90% complete)
- Construction Cost Estimate
- Landscape Architectural Plan and Details (50% complete)
- Electrical Plan and Details (50% complete)
- Horizontal Control Plan (90% complete)
- Demolition Plan (90% complete)
- Construction Notes (50% complete)
- Storm Water Pollution Prevention Plan (75% complete)
- Typical Construction Details (75% complete)
- Site Plan (75% complete)
- Grading Plan (50% complete)
- Landscape Plan (50% complete)
- Typical Landscape Details (75% complete)
- Preliminary Irrigation Layout (40% complete)
- Typical Irrigation Details (75% complete)
- Outline of Specs (90% complete)

If the City determines that the submittal does not comply with the above required completion percentages, the firm shall resubmit in accordance with the above requirements.

During the Preliminary Design Phase, the firm shall obtain or perform all boundary, topographic and horizontal surveys necessary for the project.

After the comments have been provided by City staff and addressed by the firm, the firm shall submit five (5) copies of the revised preliminary design package to the City within five (5) business days.

The City Project Manager and the firm shall attend the City Design Review (CDR) meetings to present and address any comments and/or issues by the review board in order for CID to give direction to the Project Manager and the firm to proceed with the next phase of the project.

Pre-Final Design

As part of the Pre-Final Design submittal, the firm shall provide four large sets of plans, five reduced sets of plans, and five (5) copies in PDF format on five individual CDs or flash drives, of the Pre-Final Design documents for review, comments and approval.

The Pre-Final Design Phase submittal shall consist of the following documents:

- Coversheet (100% complete)
- Construction Cost Estimate
- Architectural Plan and Details (75% complete)
- Electrical Plan and Details (75% complete)
- Horizontal Control Plan (100% complete)
- Demolition Plan (100% complete)
- Construction Notes (90% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (75% complete)
- Site Plan (95% complete)
- Grading Plan (95% complete)
- Landscape Plan (95% complete)
- Typical Landscape Details (100% complete)
- Special Landscape Details (75% complete)
- Pre-final Irrigation Layout (75% complete)
- Typical Irrigation Details (100% complete)
- Special Irrigation Details (75% complete)
- Outline of Specs (100% complete)
- Technical Specification (75% complete)

If the City determines that the submittal does not comply with the above required completion percentages, the firm shall resubmit in accordance with the above requirements.

After the comments have been provided by City staff and addressed by the firm, the firm shall submit five (5) copies of the revised pre-final design package to the City within five (5) business days.

The City Project Manager and the firm shall attend the CDR (City Design Review) meeting to present and answer any comments and/or issues by the review board in order for CID to give direction to the project manager and the firm to proceed with the next phase of the project.

Final Design

As part of the Final Design submittal, the firm shall provide four large sets of plans, five reduced sets of plans, and five (5) copies in PDF format on five individual CDs or flash drives, of the Pre-Final Design documents for review, comments and approval.

The Final Design Phase submittal shall consist of the following documents:

- Cover Sheet (100% complete)
- Construction Cost Estimate
- Architectural Plan and Details (100% complete)
- Electrical Plan and Details (100% complete)
- Horizontal Control Plan (100% complete)
- Demolition Plan (100% complete)
- Construction Notes (100% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (100% complete)
- Site Plan (100% complete)
- Grading Plan (100% complete)
- Landscape Plan (100% complete)
- Typical Landscape Details (100% complete)
- Special Landscape Details (100% complete)
- Pre-final Irrigation Layout (100% complete)
- Typical Irrigation Details (100% complete)
- Special Irrigation Details (100% complete)
- Outline of Specifications (100% complete)
- Technical Specifications (100% complete)

If the City determines that the submittal does not comply with the above required completion percentages, the firm shall resubmit in accordance with the above requirements.

The City Project Manager and the firm shall attend the CDR (City Design Review) meeting to present and answer any comments and/or issues by the review board in order for CID to give direction to the project manager and the firm to proceed with the next phase of the project.

Bidding and Construction

For bidding purposes the firm shall submit a CD or flash drive consisting of PDFs and AutoCAD files of the sealed construction drawings, sealed technical specifications, scope of work, and unit price bid proposal form.

Before bid opening the firm shall provide a CD or flash drive consisting of PDFs of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications.

After bid opening and before the preconstruction meeting, the firm shall provide a CD or flash drive consisting of PDFs of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications. The firm shall also provide ten (10) paper plan sets of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications.

During construction project closeout the firm shall produce and provide a set of reproducible (24"X36") and PDF format "as-built" drawings.

KEY OBJECTIVES

The firm is expected to achieve the following:

- To coordinate work with the Capital Improvement Department and user departments to resolve issues.
- Implement creative and innovative approaches to problem solving
- Implement an effective quality assurance program
- Ensure the project will meet the intended results
- Develop a schedule and enforce compliance of the project schedule
- Develop a budget and enforce compliance of the project budget
- Prepare and formulate independent cost estimates and cost analysis
- Prepare detailed requests for proposals
- Prepare back up documentation for Change Orders
- Prepare detailed project schedules using Gantt Charts
- Review architectural and engineering drawings and specifications
- Track project and activity status
- Follow--up on pending items
- Economize project resources
- Willingness to meet with stakeholders
- Multi-task several activities
- Prepare meeting agendas and meeting minutes
- Review pay applications
- Keep a photo log
- Maintain an accurate and current submittal log

KNOWLEDGE AND SKILLS:

The architect and engineering firm shall have the following skills and abilities:

- Must know how to use project management software
- Effective conflict resolution skills
- Effective communication skills, both verbal and written
- Effective negotiation skills
- Effective organizational skills

- Effective public relation skills
- Prepare daily and monthly reports
- City of El Paso Subdivision Ordinance
- City of El Paso Grading Ordinance
- Engineering and Construction Management Design Manual for Construction
- Texas Commission and Environmental Quality (TCEQ) requirements
- Leadership in Energy and Environmental Design (LEED) or Green Globes Compliance and Requirements
- Texas Department of Health Requirements
- ADA and Texas Accessibility Standards (TAS)
- Other local, state, and federal codes, ordinances, and requirements

ELECTRONIC DOCUMENT MANAGEMENT:

The construction management firm will be encouraged to minimize the use of large amounts of paper in an effort to promote a “green approach” to document management. Several available web-based programs or software to store, manage, view, review, and comment will be available. While not exhaustive, the following are some of the documents to be placed on web-based software:

- Concept documents
- Design documents including specifications and estimates
- Bid documents
- Contract terms and conditions
- Construction drawings
- Reissued construction drawings
- Submittals
- Correspondence
- Environmental Documentation
- Quality Assurance/Quality Control
- Meeting minutes
- Project schedules
- Daily reports
- Monthly reports
- Requests For Information/Change/Deviation
- Inspection reports
- Observation reports
- Pay applications
- Change Orders
- Operations and maintenance documentation
- Closeout documents
- Warranty documents
- Photos
- Project account and budget information

The web-based software shall be for review and approval and not only storage.

The architect and engineering firm will be one of the administrators of the software. They will be responsible to setup the project on the software and provide training to the project team on how to use the software. The web-based software shall be user friendly and easy to access. Identified stakeholders including City staff shall be provided user-friendly access to software.

ATTACHMENT “B”
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES

ATTACHMENT "B"



FEE SCHEDULE

PROJECT NAME: RESLER AND EDGEMERE ARTERIAL LIGHTING AND LANDSCAPE
IMPROVEMENTS PACKAGE 5

PRIME PROVIDER NAME: CONSOR ENGINEERS

TASKS	
ROADWAY DESIGN FEES	\$533,684.19
BIDDING SERVICES	\$7,054.50
CONSOR CONSTRUCTION PHASE SERVICES	\$17,631.05
CONSOR DIRECT EXPENSES	\$5,750.00
LANDSCAPE FEES (GREENWAY STUDIO)	\$368,878.75
SURVEYING FEES (GRV INTEGRATED ENGINEERING SOLUTIONS LLC)	\$118,207.78
GEOTECHNICAL ENGINEERING FEES (CQC)	\$51,771.90
SUBSURFACE UTILITY ENGINEERING FEES - 10 LOCATIONS (COBB FENDLEY & ASSOCIATES)	\$15,420.00
GRAND TOTAL	\$1,118,398.17

Ismael Baca Meza

Ismael Baca Meza
Project Manager
6/14/2022

June 13, 2022

CONSOR Engineering LLC
1501 N. Mesa Street, Suite 200
El Paso, TX. 79902
Attn: Leonardo Ledesma, PE



Re: Landscape Architectural Services for Resler and Edgemere Arterial Lighting and Landscape Package 5 – El Paso, TX

Mr. Ledesma,

Thank you again for the repeated opportunity to team with CONSOR Engineering and providing landscape architectural services. This proposal includes a scope of services and fees for planting and irrigation plans for Resler Drive and Edgemere Boulevard. The improvements shall take place as follows:

RESLER DRIVE

- Desert Pass to El Cajon - Median Landscape will be provided – 0.33 miles
- El Cajon to Mesa - Median Landscape will be provided – 0.26 miles
- Mesa to Alto Rey - Median Landscape will be provided – 0.23 miles
- Alto Rey to Enid - Median Landscape will be provided – 0.18 miles
- Enid to Escondido - Median Landscape will be provided – 0.17 miles
- Escondido to Orizaba - Median Landscape will be provided – 0.32 miles
- Orizaba to Belvidere - Median Landscape will be provided – 0.30 miles
- Belvidere to Redd - Median Landscape will be provided – 0.57 miles
- Helen of Troy to Paseo del Norte - Landscape Not in Contract
- Paseo del Norte to Northern Pass - Landscape Not in Contract
- Northern Pass to Loop 375 - Median Landscape will be provided – 1.39 miles

EDGEMERE BOULEVARD

- Aberdeen to McRae - Landscape Not in Contract
- McRae to Yarbrough - Landscape Not in Contract
- Yarbrough to Lee Trevino - Landscape Not in Contract
- Lee Trevino to George Dieter - Landscape Not in Contract
- George Dieter to Loop 375 - Median Landscape will be provided – 2 miles
- Loop 375 to Zaragoza - Median Landscape will be provided – 2.34 miles
- Loop 375 to Zaragoza - Landscape Not in Contract

We have accounted for approximately 8.09-miles of roadway, to include services within center medians as noted above. Special design considerations regarding vehicular visibility will be observed at intersections, driveways, and medians. Within our design intent will be the use of drought tolerant plant material (within the City Approved List), water harvesting techniques, and implement minimal maintenance design. Also, time has been included to determine the value and conditions of existing plant material within the streetscape, and whether plant material is preserved or removed. In addition, we have planned for

coordination with the City of El Paso Streets Department, TxDOT, and possibly other entities associated with the vicinity of the project.

Lastly, our services account for attendance of two public meetings and providing exhibits / renderings to be included for assistance with a power-point presentation or presentation boards. Our understanding is that the project will require a phased design process and include a total of 240 sheets at a required 1"= 20' scale.

LANDSCAPE AND IRRIGATION DESIGN PLANS

The design development for the project will follow a customary approach to swiftly work with Conceptual Design and move into Preliminary Design Development (35%), followed by a Pre-Final Design (80%) phase and continuing through Final Construction (100%) documentation. We anticipate three meetings to discuss possible redlines and have also included time for coordination with the City of El Paso Capital Improvements Department and Streets Department. Final construction documents will be signed and sealed plans, with pertinent notes and details, and meet minimum El Paso Streets requirements. This task includes digital file PDFs. The design phases are further described below:

- **35% Preliminary Design Plans**
 - Review Meeting at Client's Request
 - Digital PDF Copy of Plans
 - Preliminary Specifications
 - Preliminary Opinion of Probable Cost
 - Public Meeting / Renderings
 - CDR / Open-House Meeting
- **80% Pre-Final Design Plans**
 - Review Meeting at Client's Request
 - Digital PDF Copy of Plans
 - Pre-Final Specifications
 - Pre-Final Opinion of Probable Cost
 - Public Meeting / Renderings
 - CDR / Open-House Meeting
- **100% Final Design Plans & Signed and Sealed CDs**
 - Review Meeting at Client's Request
 - Digital PDF Copy of Plans
 - Final Specifications
 - Final Opinion of Probable Cost
 - Digital Signed and Sealed Plans

TOTAL LANDSCAPE ARCHITECTURAL FEES:	\$ 288,878.75 LUMP SUM
--	-------------------------------

BIDDING AND CONSTRUCTION PHASE SERVICES

This phase accounts time for bidding time and construction observation which includes a total of sixty (60) construction meetings assumed to take place at the client's request for the life of the project's construction. The construction portion of this phase will also

Accepted by: _____ Date: _____

consider time to review shop drawings, RFIs, and submittals provided by the Contractor. We will provide as-built drawings based solely on the contractor's site specific redline markings to show recorded design modifications. These will be provided to the City of El Paso in digital form (CD). Additionally, the phase will cover a Final Inspection of the installation and a Punch List Report will be provided for the Contractor to amend any faulty or missing installation. Services planned are as noted below:

- Initial Pre-construction Meeting
- Sixty (60) on Site Meetings as requested
- Final Punch-List Walk-through and Punch-List Preparation
- Record Drawings

TOTAL BIDDING SERVICES FEES: \$ 10,000.00 LUMP SUM

TOTAL CONSTRUCTION ADMINISTRATION FEES: \$ 70,000.00 LUMP SUM

TOTAL LANDSCAPE ARCHITECTURAL FEES: \$ 368,878.75 LUMP SUM

If this proposal is acceptable, please sign and return an executed original. If you have any questions, please free to contact us at 915-215-9488.

Sincerely,

David A. Parra, RLA, CNU-A, ASLA
Principal - Landscape Architect



Greenway Studio, LLC
817 Olive Avenue
El Paso, Texas 79901
www.greenway-studio.com

Accepted by: _____ Date: _____

COBB FENDLEY & ASSOCIATES
Worksheet - AIA - Arterial Lighting Package #6 - SUE Services

Per Intersection

Classification	Rate	Unit	Quantity	Cost
Project Manager II	\$ 238.00	Hour	4	\$ 952.00
Project Engineer II	\$ 163.00	Hour	1	\$ 163.00
Technician III	\$ 108.00	Each	8	\$ 864.00
Technician II/Office SUE Tech	\$ 88.00	Each	4	\$ 352.00
Registered Professional Land Surveyor	\$ 184.00	Hour	2	\$ 368.00
2-Person Survey Crew*	\$ 156.00	Hour	4	\$ 624.00
Administrative	\$ 113.00	Hour	1	\$ 113.00
Subsurface Utility Engineering				
One-Person Designating Crew w/truck/equipment (SUE LVL B)	\$ 119.00	Hour	6	\$ 714.00
Vacuum Excavation Truck and 2 Technicians (SUE LVL A)	\$ 319.00	Hour	4	\$ 1,276.00
Ground Penetrating Radar: 1 Technician w/equipment (SUE LVL B)	\$ 281.00	Hour	4	\$ 1,124.00
Mobilization	\$ 500.00	EA	1	\$ 500.00
Traffic Control & Permitting	\$ 500.00	EA	1	\$ 500.00
Other Direct Expenses				
Survey Grade GPS (Per Receiver)	\$ 40.00	Hour	4	\$ 160.00

*Rates shown include personnel, vehicles & standard equipment necessary to complete the task. Does not include GPS Receivers.

Subtotal for Personnel	\$ 3,436.00
Subtotal for Field Work	\$ 3,114.00
Subtotal for Video Inspection	\$ -
Subtotal for Direct Expenses	\$ 1,160.00

TOTAL \$ 7,710.00

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

For the “**ARTERIAL LIGHTING PACKAGE 5 - RESLER AND EDGEMERE**” hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under this Agreement.
3. The Consultant shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with oversight and management of the Project within the allocated budget. The Owner’s review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT/CONCEPT PHASE

1. Upon receipt of the Owner’s written authorization to proceed with the **Report Phase**, the Consultant shall:
 - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
 - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
 - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in

connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.

e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.

2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

The Consultant shall do the following:

1. Consult with the Owner to determine the Owner's requirements for the Project.
2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior,

Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

PHASE II - PRE-FINAL DESIGN PHASE

The Consultant shall do the following separately:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities.

The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.

2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the **“Drawings,”** to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called **“Specifications.”** These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant’s previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant’s cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor’s method of pricing and that the Consultant’s opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.
5. As per Attachment “D”, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

The Consultant shall do the following:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility company comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. As per Attachment "D", furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. As per Attachment "D", furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in Attachment "D", required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

BIDDING PHASE

Upon receipt of Owner's written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval

- authority over the Drawings and Specifications. As per Attachment “D”, deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment “A”, assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
 6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner’s request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner’s representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner’s standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.
3. Unless otherwise stipulated in Attachment “A”, Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant’s efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.
7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the

construction contractor, a final inspection of the Project and prepare and publish a “punch list” of minor deficiencies to be corrected prior to final payment to the construction contractor. The “**punch list**” shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.

10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) “record” drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format
13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner’s request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.

21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the construction contractor's default under the construction contract due to delinquency or insolvency.
24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.

4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

**ATTACHMENT “D”
PAYMENT SCHEDULE**

For the project known as **“ARTERIAL LIGHTING PACKAGE 5 - RESLER AND EDGEMERE”**, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$1,118,398.17** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Lump Sum Payment to Consultant

Report/Concept Phase	\$	The compensation for each task described in Attachment “A”. Payment shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and accompanying Summary and Progress Report and the Owner’s written approval.
Preliminary Design (30% Design)	\$	
Pre Final Design (60% Design)	\$	
Final Design (90% Design)	\$	
Bidding	\$	
Construction	\$	

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an

estimate. Should the services rendered during the construction phase exceed the estimated amount, written authorization will be required prior to rendering service. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

The Owner shall make payments upon presentation of the Consultant's detailed Invoice and accompanying Summary and Progress Report and the Owner's written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. ***Tips and alcohol are not reimbursable.***

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1st of each year and ends on August 31st of each year. The Consultant's invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with the Owner's fiscal year.

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the Owner. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

CONCEPT PHASE

The services called for in the Report Phase of this Agreement shall be completed concurrently with the preliminary design phase and **five (5) copies** of the Preliminary Study and Report shall be submitted within **30 consecutive calendar days** following the written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **ten (10) copies** of any required documents and opinion of probable construction costs shall be submitted within **120 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five (5) copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **ten (10) copies** the required documents and services shall be submitted within **90 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **ten (10) copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **Three (3) copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **ten (10) copies** of the final design documents and specifications for bidding to the Owner within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **one (1) copy** of all addenda to the Owner for appropriate action within **four (4) months**.

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment “C” and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within **eighteen (18) months** from the date of substantial completion.

**ATTACHMENT “E”
INSURANCE CERTIFICATE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/31/2022

4/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL: ADDRESS:	FAX (A/C. No):
	INSURER(S) AFFORDING COVERAGE	
INSURED 1407115 Consor Engineers, LLC 15310 Park Row Houston TX 77084	INSURER A: *** SEE ATTACHMENT ***	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 18443514

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	6004-1073	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A A A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:	Y	N	84 UEN OL5490 (AOS) 84 AB OL5683 (HI) P-001-000788084-01 (XS)	12/31/2021 12/31/2021 12/31/2021	12/31/2022 12/31/2022 12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX XS AutoLiab CSL \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	TUE 3274463 02	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	0468405Y (AOS) 0468405B (HI)	12/31/2021 12/31/2021	12/31/2022 12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional & Environmental Liability	N	N	EBZ634816/01/2021	12/31/2021	12/31/2022	\$10,000,000 per Claim \$10,000,000 Aggregate Deductible: \$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Professional Engineering Services; Arterial Lighting Package 6 - Trawood, Hunter, McCombs and Rojas; COEP Solicitation #2022-0481; CONSOR Project No. D220392TX. City of EL Paso Texas is included as additional insured if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy.

CERTIFICATE HOLDER

CANCELLATION See Attachments

18443514 City of El Paso Texas Capital Improvement Dept. 218 N. Campbell El Paso TX 79901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



Legislation Text

File #: 22-922, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

Districts 3, 4, 6, and 7

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

AGENDA LANGUAGE:

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

Discussion and action that the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Consor Engineers, LLC, a Florida, USA, Foreign LLC, for a project known as "Architect and Engineering Services for Arterial Lighting Package 6 - Trawood, Hunter, McCombs and Rojas" for an amount not to exceed \$709,891.87; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$809,891.87; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents for the execution of the Agreement.

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

AGENDA DATE: July 19, 2022
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Yvette Hernandez, P.E., City Engineer
(915) 212-1860

DISTRICT(S) AFFECTED: 3, 4, 6, and 7

STRATEGIC GOAL: No.7 Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 7.2 Improve competitiveness through infrastructure improvements impacting the quality of life.

SUBJECT:

Discussion and action that the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Consor Engineers, LLC, a Florida, USA, Foreign LLC, for a project know as "Architect and Engineering Services for Arterial Lighting Package 6 – Trawood, Hunter, McCombs and Rojas" for an amount not to exceed \$709,891.87; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$809,891.87; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents for the execution of the Agreement.

BACKGROUND / DISCUSSION:

This project will include median landscaping, trees, drip irrigation system, landscape illumination at major intersections and focal points, and continuous arterial lighting.

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING:

2019 Capital Funding Plan: \$709,891.87

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

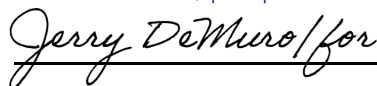
PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:

Assistant Director Capital Improvement



Yvette Hernandez, P.E.
City Engineer

RESOLUTION

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and CONSOR Engineers, LLC., a Florida, USA, Foreign LLC. professional limited liability company, for a project known as “Arterial Lighting Package 6-Trawood, Hunter, McCombs and Rojas” for an amount not to exceed \$709,891.87; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$809,891.87; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

APPROVED THIS _____ DAY OF _____ 2022.

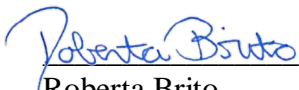
CITY OF EL PASO:

Oscar Leaser, Mayor

ATTEST:

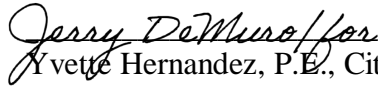
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Assistant Director Capital Improvement


Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

CITY OF EL PASO A/E SELECTION SCORESHEET

Rater	SOLICITATION #2022-0481R ARTERIAL LIGHTING PACKAGE 6 ~ TRAWOOD, HUNTER, MCCOMBS, AND ROJAS										
	AECOM	BROCK & BUSTILLOS	CONSOR ENGINEERS	CSA DESIGN GROUP	DEC	EMC ENGINEER	ESSCO	GRV	HUITT- ZOLLARS	KIMLEY- HORN	MORENO CARDENAS
Rater 1	72	70	72	69	69	61	70	73	69	70	70
Rater 2	68	69	69	61	64	60	63	66	62	62	61
Rater 3	49	55	70	64	61	50	70	54	58	67	67
Rater 4	61	46	56	43	60	46	53	56	43	46	43
Rater 5	76	78	79	71	77	60	77	76	74	78	76
Total Raters Score	326	318	346	308	331	277	333	325	306	323	317
References	9	7	9	9	9	7	9	9	7	10	10
OVERALL SCORE	335	325	355	317	340	284	342	334	313	333	327

	Consort	
#1	Engineers	355
#2	ESSCO	342
#3	DEC	340
#4	AECOM	335
#5	GRV	334
#6	Kimley-Horn	333
#7	Moreno Cardenas	327
#8	Brock & Bustillos	325
#9	CSA Design Group	317
#10	Huitt-Zollars	313
#11	EMC Engineer	284

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this ____ day of _____, 2022 by and between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the **“Owner”**, and CONSOR Engineers, LLC., a Florida, USA, Foreign LLC professional limited liability company, hereinafter referred to as the **“Consultant”**.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as “Arterial Lighting Package 6 - Trawood, Hunter, McCombs and Rojas”, hereinafter referred to as the **“Project”**, as further described in **Attachment “A”**; and

WHEREAS, Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances.

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I.
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate

**ARTICLE II.
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform the services identified in this Agreement for the Project. The Project shall consist of the Consultant’s completion of the Scope of Services as further described in **Attachment “A”**. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment “D”**.

2.2 The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

2.3 The Consultant shall serve as the Owner's professional representative for the construction of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each Project's the construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working day time period.

ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **SEVEN HUNDRED NINE THOUSAND EIGHT HUNDRED NINETY-ONE AND 87/100 (\$709,891.87)** for all basic services and reimbursables performed pursuant to this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **\$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**.

3.3 CONSULTANT'S INVOICES. The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days (90) of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of the Project. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET AND TIME. The Consultant acknowledges that the total project budget for the Project allocates is \$709,891.87, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment "A"**. The Consultant does hereby agree to design the Project such that the Consultant's final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant's cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project's size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant's final cost opinions by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the

requested services in accordance with the timelines and schedules outlined in **Attachments “C” and “D”**.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant’s services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days’** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner’s notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE. The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees

that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

4.3.4 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.

Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V. INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment “E”**. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS’ COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers’ Compensation Insurance as required by applicable Texas law for all of the Consultant’s employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

“The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured.”

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant’s employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **Commercial General Liability**
 - \$1,000,000.00 Per Occurrence
 - \$1,000,000.00 Products/Completed Operations
 - \$1,000,000.00 Personal and Advertising Injury

- b) **AUTOMOBILE LIABILITY**
Combined Single Limit
\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of \$1,000,000.00 on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Agreement.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND OWNER, AND OWNER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY'S INDEPENDENT PROJECT MANAGERS.

To the extent allowed by state law, the Owner will be responsible for its own actions.

ARTICLE VI. FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant’s sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment “F”.

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant’s obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to

submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

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

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the

Regulations.

- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII. GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner has the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and

design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects, other than the construction of the Project, shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Consultant's office hours) and places upon reasonable notice.

7.6 CONTRACTING INFORMATION

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

7.7 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.8 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.9 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.10 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.11 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.12 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
---------------	--

With a Copy to:	The City of El Paso Attn: City Engineer P. O. Box 1890 El Paso, Texas 79950-1890
-----------------	---

To the Consultant:	CONSOR Engineers, LLC. Attn: Ricardo Prieto 1501 N. Mesa, Suite 200 El Paso, TX 79902
--------------------	--

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.13 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.14 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

7.15 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will

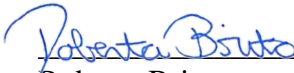
not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Tomás González
City Manager


APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Assistant Director Capital Improvement



Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____, 2022,
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures begin on following page)

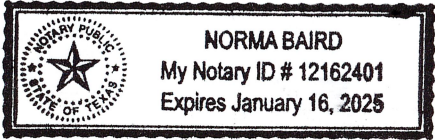
CONSULTANT:
CONSOR Engineers, LLC.

By: [Signature]
Name: Ricardo Prieto
Title: Senior Vice President

ACKNOWLEDGEMENT

THE STATE OF Texas §
§
COUNTY OF El Paso §

This instrument was acknowledged before me on this 28 day of June, 2022,
by Ricardo Prieto, on behalf of Consultant.



[Signature]
Notary Public, State of Texas

My commission expires:

01-16-2025

**ATTACHMENT “A”
SCOPE OF SERVICES**

ATTACHMENT A SCOPE OF WORK

The scope of services will provide arterial lighting and median landscape improvements as per the following matrix and within the project limits.

PROJECT LIMITS

- Trawood Arterial Lighting and Landscape Improvements Project, from Yarbrough to Montwood.
- Hunter Arterial Lighting and Landscape Improvements Project, from IH-10 to North Loop.
- McCombs Arterial Lighting and Landscape Improvements Project, from Railroad to Loop 375.
- Rojas Arterial Lighting and Landscape Improvements Project, from Lomaland to Loop 375, excluding Zaragoza to Peter Cooper.

Trawood

	Distance (Miles)	Arterial Lighting	Median Landscaping	IT
Yarbrough to Lee Trevino	1.22	X	N/A	X
Lee Trevino to George Dieter	1.01	X	N/A	X
George Dieter to Montwood	0.37	X	N/A	X

Hunter

	Distance (Miles)	Arterial Lighting	Median Landscaping	IT
IH 10 to Cuba	0.17	X	X	N/A
Cuba to Phoenix	0.55	X	N/A	N/A
Phoenix to North Loop	0.57	X	N/A	N/A

McCombs

	Distance (Miles)	Arterial Lighting	Median Landscaping	IT
Railroad to Will Ruth	0.97	X	X	X
Will Ruth to Loop 375	0.86	X	N/A	X

Rojas

	Distance (Miles)	Arterial Lighting	Median Landscaping	IT
Lomaland to Lee Trevino	0.54	X	N/A	X
Lee Trevino to George Dieter	1.56	X	N/A	X
George Dieter to Zaragoza	0.19	X	N/A	X

Zaragoza to Peter Cooper	0.4	N/A	N/A	X
Peter Cooper to Loop 375	1.5	X	X	X

SCOPE OF LANDSCAPE WORK

- The landscaping shall be placed in accordance with the Capital Improvement Department's Median and Parkway Landscape Standards
- Trees placed at 30-foot intervals
- Automatic drip irrigation system
- Weed barrier fabric
- Rock aggregate at 3-inch deep

DESIGN CRITERIA

Roadway Lighting

The project includes the design and construction of roadway lighting in compliance with the current City of El Paso Roadway Lighting Standards, utilizing full cutoff light fixtures or cutoff light fixtures. The plans shall include electrical distribution, trenching at existing medians and boring under streets between medians. Illumination shall be dark-sky compliant utilizing LED, and must be based on photometric studies that provide full roadway illumination in accordance with City Code requirements. Any utilities serving illumination poles shall be located underground.

Landscaping

The project includes the design and construction of median landscaping throughout and landscaping on parkways at selected intersection locations.

Tree and Plant Selection

Trees and plants shall be selected from the City's approved tree and plant list. Honey Mesquite trees, Chinese Pistache trees, or similar trees shall be the predominant tree used in the median. Shrubs shall consist of various flowering varieties throughout different seasons, such as Lynn's Legacy Sage, Yellow Bells, Red Bird of Paradise, Rosemary, Autumn Sage, Turpentine Bush, Damianita, and other similar plants. No cactus, yucca, or century plant shall be utilized. Trees shall be a minimum of 3-inch caliper. Shrubs shall be a minimum of five gallon.

Green Infrastructure Elements

The firm, where feasible, shall provide options for water harvesting elements and other green infrastructure.

Other Requirements and Information

Installation of new water meters shall be based on coordination with El Paso Water. Door-to-door outreach will be conducted by City staff.

TOPOGRAPHIC SURVEYS

The following tasks are based on GRV's understanding of the requirements for preparation of the topographic surveys.

TASK 100 – PROJECT MANAGEMENT

100.1 Perform contract administration and management duties, attend progress

meetings, prepare monthly progress reports, prepare invoices and prepare meeting summaries.

100.2 Conduct record drawings research. Request record drawings from utility agencies.

TASK 200 – TOPOGRAPHIC SURVEYS

200.1 Established horizontal and vertical controls for the various roadway corridors.

200.2 Conduct field work required for topographic surveys.

200.3 Download daily the field data collected and begin AutoCAD file preparation.

200.4 The topographic survey shall include as a minimum:

- a. The apparent right-of-way, all features within the right-of-way, and any relevant features for the roadway corridor within the project limits.
- b. The survey shall include all visible topographical features including, but not limited to, roadway centerlines, roadway edges, curb lines, driveways, sidewalks, ramps, traffic islands, fences, walls, trees, guardrails, ditch lines, ditch banks, inlets, manholes, pipes, culverts, any other visible drainage and irrigation structures.
- c. All existing traffic control devices such as traffic signs, pavement markings, signal poles, signal cabinets and ground-boxes shall be included.
- d. Relevant features within 10 feet outside the ROW, such as edge lines of buildings, canopies, parking areas and fences, large signs, etc.
- e. Visible utilities, public and private, including utility poles, guy wires, overhead lines, pedestals, cabinets, markers, regulators, meters, valves, fire hydrants, manholes, junction boxes, inlets, etc.

- f. Underground utility lines, public and private, as marked on the ground by the respective utility companies.
- g. Underground storm sewer and sanitary sewer lines shall also be verified by opening manholes (if accessible).

200.5 Prepare Contour Map and Data TIN File for the roadway corridors

200.6 The base maps shall be prepared in accordance to City of El Paso standards for plan drawings, 24"x36" plan format. Base map scale shall be 1 inch = 40 feet. Text shall not be smaller than the minimum allowed by the City of El Paso.

TASK 300 – BOUNDARY SURVEYS

300.1 No boundary surveys will be prepared for the project

TASK 400 – FINALIZE AND DELIVER INFORMATION

400.1 Finalize the metes and bounds descriptions and deliver the metes and bounds descriptions to the City of El Paso for the parcels which be used for right-of-way acquisition.

SERVICES REQUIRED

Investigation

The firm is responsible for meeting with stakeholders to obtain, at a minimum, copies of the City's Design Standards for Construction.

Utility Investigation, Services and Coordination

The firm shall coordinate the project design with all utility companies that will be affected by the improvements. The purpose is to minimize utility relocation without compromising design standards. The firm shall submit all applications to the utilities on behalf of the City, however, the City will pay all utility service fees. It is not the firm's responsibility to pull the installation of the service, all activities required as part of the installation of the service will be coordinated and performed by the contractor doing the work.

All utility service requests shall be completed and submitted by the firm before the construction documents are submitted for bid advertisement. The firm shall prepare all metes and bounds descriptions for utility easements and/or vacations. The firm shall coordinate easements and/or vacations with City staff and the respective utility companies. All documents and coordination efforts by the firm shall be completed by or before the Final Design Phase due date.

The consultant shall pothole utilities to determine both the vertical and horizontal alignments. This information will allow for a more complete project design and will minimize the potential conflicts during construction.

The firm shall obtain all available horizontal and vertical information on utility lines, valves, covers, manholes, etc. from the different utility companies during the Preliminary Design Phase, and these existing utility structures shall be shown on the Preliminary Design Phase plan submittal.

The firm shall correspond and meet with all affected utility companies to discuss the proposed design and to determine if a relocation is needed. If a relocation is required, the extent of the relocation will be determined. If a dispute arises, the consultant shall promptly set up a meeting between the City Project Manager and the utility company to discuss and resolve the issue.

The firm on behalf of the City, shall request that all affected utility companies relocate the services that are in conflict with the project improvements. However, each utility company can request that the City include, as part of the street and drainage improvement bid package, the relocation of their utility lines, provided that the utility company enters into an agreement with the City and provides the funding. The consultant shall coordinate this effort with the utility companies and advise them of the City's policy to minimize pavement cuts on new roadways.

All correspondence and meeting minutes shall be submitted to the City when each design phase is due. The construction documents shall show all utility company contacts, and shall clearly show all existing and proposed utility lines. All documents and coordination efforts by the firm shall

be completed by or before the Final Design Phase due date. The firm shall submit all utility clearance letters from each utility company by or before the project is advertised for bid.

Planning

The firm shall assist the City by providing schedules for obtaining utility easements, utility services lines and other permits.

Soils Investigation

The firm shall provide a soil investigation report for this project, including analyses performed, and recommendations for needed soil amendments to make the soil adequate for tree, shrub and sod growth.

Surveys

The firm shall provide all topographic and horizontal surveys necessary to complete the design. The existing City right-of-way limits and easements shall be provided and shall be identified on the plans.

Design Analysis and Project Design

The firm shall perform a design analysis for each project to ensure public safety, and all design analysis must comply with the applicable City, County, State, and Federal laws and regulations.

Design shall meet all City requirements for the project and shall be performed in phases, in accordance with the project schedule.

The firm shall determine the discipline of the State of Texas licensed designers that will be required by the State to perform this type of project design. The irrigation design shall be designed by a licensed irrigator registered in the State of Texas and shall comply with the City of El Paso Design Standards for Construction.

Besides complying with local codes, the firm shall comply, at a minimum, with the City of El Paso's Design and Construction Standards, the City's Grading Ordinance, the City's Engineering Department Drawing Guidelines, the National Association of City Transportation Officials' guidance and the Dark Sky Ordinance as applicable.

The firm shall ensure that the project design is completed in compliance with all federal, state and local regulations and ordinances.

Early in the design the firm shall coordinate the selection of materials and equipment with the appropriate City support departments.

Technical Specifications

The firm shall prepare and provide technical specifications. The specifications shall be based on accepted national specifications. **Sole sourcing will not be allowed.** All specifications must include type of materials listed in the construction drawings, placement method and quality control and quality assurance testing. The specifications shall correlate with unit price format. All specifications must comply with established specification standards and formats. The firm shall provide both design and performance specifications.

Building Permits, Special Permits, and Other Land Use Permits

The firm shall comply with all local, state, and federal building codes. The firm shall submit the required number of plan sets to the City of El Paso Development Department. The Landscaping, Roadway Lighting and Irrigation Plans, as applicable, shall be submitted for review and approval during the final design phase period. The firm shall be responsible for obtaining the required approvals from the City of El Paso Development Department before the construction documents are submitted for bid advertisement. As applicable, it shall be the responsibility of the firm to follow up on the review and approval process with the City of El Paso Development Department. *The firm shall not be responsible for pulling the permit.* The pulling of the permit shall be the responsibility of the contractor. It is the responsibility of the City of El Paso Development Department to review the grading and drainage, storm water pollution prevention plan, and electrical permit requirements.

The firm shall prepare all documents that include, but are not limited to, metes and bounds descriptions, site plans, elevations, layouts, and applications for permits. The firm shall represent the City to make presentations and answer questions at the Open House Meetings and at City Council meetings.

Storm Water Pollution Prevention Plan

The firm shall prepare and provide a storm water pollution prevention plan. The firm shall be responsible to be knowledgeable on the storm water pollution prevention plan requirements. The storm water pollution prevention plan shall be submitted to the City of El Paso Development Department for review and approval.

Public Involvement

The firm shall assist the City throughout public outreach activities in providing plans/exhibits showing the improvements and how improvements will affect adjacent property owners and in identification of stakeholders. Community meetings will be held for the design phase and the firm shall be responsible to attend and make a presentation of the improvements and answer questions.

Bidding

The firm shall submit the following for bidding:

- Full and complete sealed set of drawings both in hard copy and electronic format
- Full and complete sealed set of technical specifications both in hard copy and electronic format
- Detailed scope of work both in hard copy and electronic format
- Detailed unit price bid proposal form both in hard copy and electronic format
- Detailed real world value cost estimate in hard copy

During the bidding process, the firm shall assist the City with, but not limited to the following items: respond to all questions from perspective bidders, attend a pre-bid conference, and if required prepare addendums. The bids shall be advertised as a unit price contract and selection of the bidders shall be a “CSP”, Competitive Sealed Proposal, selection.

Construction

During the construction phase, the City may request that the firm provide construction observation services, billable on a time and materials basis, which may include but not limited to:

- Attendance at the weekly construction meeting scheduled by the City Project Manager
- Conduct weekly project site visits and produce a project observations report within three (3) business days of the project site visit
- Respond to Requests for Information (RFIs) from the project contractor
- Review and approve contractor technical submittals within a schedule previously established by the City Project Manager
- Providing advice and recommendation to the Owner
- Participate in punch list inspections and produce punch lists for submittal to Owner
- Produce a set of reproducible (24"X36") and electronic format "as-built" drawings.

Construction Sequencing Plan

The firm shall prepare a construction sequencing plan and submit it at all design phase submittals for review. The City will review and approve the sequencing plan. The contractor shall not be given the option of developing the sequence of construction.

Construction Schedule

The firm shall meet with the City Project Manager and Construction Manager to determine the construction schedule for each phase, order of work, and which phases will be done concurrently. The meeting shall be held after pre-final plans are submitted but before the Final Design Notice to proceed is issued. The information will allow the firm to prepare a current market cost estimate at the final design phase submittal.

Cost Estimates

The firm shall develop and submit the construction cost estimates in each design phase. The construction cost estimate is expected to be within ten percent (10%) of the bid for base bid item expected from the lowest responsible bidder. The firm's final estimate shall take into account all labor costs that shall be based on the current City prevailing wage rates as adopted by the City Council.

Design Analysis

Design analysis shall include all engineering calculations for review by the City, governmental authorities who may have jurisdiction over each construction contract, and public utilities.

Reproduction

The firm shall be responsible for all printing required during all design phases and for code review requirements.

PRODUCTS REQUIRED

DRAWINGS AND SPECIFICATIONS

Preliminary Design Phase

As part of the Preliminary Design Phase submittal, the firm shall provide four large sets of plans, five reduced sets of plans, and five (5) copies in PDF format on five individual CDs or flash drives, of the Preliminary Design documents for review, comments and approval.

The Preliminary Design Phase submittal shall consist of the following documents:

- Coversheet (90% complete)
- Construction Cost Estimate
- Landscape Architectural Plan and Details (50% complete)
- Electrical Plan and Details (50% complete)
- Horizontal Control Plan (90% complete)
- Demolition Plan (90% complete)
- Construction Notes (50% complete)
- Storm Water Pollution Prevention Plan (75% complete)
- Typical Construction Details (75% complete)
- Site Plan (75% complete)
- Grading Plan (50% complete)
- Landscape Plan (50% complete)
- Typical Landscape Details (75% complete)
- Preliminary Irrigation Layout (40% complete)
- Typical Irrigation Details (75% complete)
- Outline of Specs (90% complete)

If the City determines that the submittal does not comply with the above required completion percentages, the firm shall resubmit in accordance with the above requirements.

During the Preliminary Design Phase, the firm shall obtain or perform all boundary, topographic and horizontal surveys necessary for the project.

After the comments have been provided by City staff and addressed by the firm, the firm shall submit five (5) copies of the revised preliminary design package to the City within five (5) business days.

The City Project Manager and the firm shall attend the City Design Review (CDR) meetings to present and address any comments and/or issues by the review board in order for CID to give direction to the Project Manager and the firm to proceed with the next phase of the project.

Pre-Final Design

As part of the Pre-Final Design submittal, the firm shall provide four large sets of plans, five reduced sets of plans, and five (5) copies in PDF format on five individual CDs or flash drives, of the Pre-Final Design documents for review, comments and approval.

The Pre-Final Design Phase submittal shall consist of the following documents:

- Coversheet (100% complete)
- Construction Cost Estimate
- Architectural Plan and Details (75% complete)

- Electrical Plan and Details (75% complete)
- Horizontal Control Plan (100% complete)
- Demolition Plan (100% complete)
- Construction Notes (90% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (75% complete)
- Site Plan (95% complete)
- Grading Plan (95% complete)
- Landscape Plan (95% complete)
- Typical Landscape Details (100% complete)
- Special Landscape Details (75% complete)
- Pre-final Irrigation Layout (75% complete)
- Typical Irrigation Details (100% complete)
- Special Irrigation Details (75% complete)
- Outline of Specs (100% complete)
- Technical Specification (75% complete)

If the City determines that the submittal does not comply with the above required completion percentages, the firm shall resubmit in accordance with the above requirements.

After the comments have been provided by City staff and addressed by the firm, the firm shall submit five (5) copies of the revised pre-final design package to the City within five (5) business days.

The City Project Manager and the firm shall attend the CDR (City Design Review) meeting to present and answer any comments and/or issues by the review board in order for CID to give direction to the project manager and the firm to proceed with the next phase of the project.

Final Design

As part of the Final Design submittal, the firm shall provide four large sets of plans, five reduced sets of plans, and five (5) copies in PDF format on five individual CDs or flash drives, of the Pre-Final Design documents for review, comments and approval.

The Final Design Phase submittal shall consist of the following documents:

- Cover Sheet (100% complete)
- Construction Cost Estimate
- Architectural Plan and Details (100% complete)
- Electrical Plan and Details (100% complete)
- Horizontal Control Plan (100% complete)
- Demolition Plan (100% complete)
- Construction Notes (100% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (100% complete)

- Site Plan (100% complete)
- Grading Plan (100% complete)
- Landscape Plan (100% complete)
- Typical Landscape Details (100% complete)
- Special Landscape Details (100% complete)
- Pre-final Irrigation Layout (100% complete)
- Typical Irrigation Details (100% complete)
- Special Irrigation Details (100% complete)
- Outline of Specifications (100% complete)
- Technical Specifications (100% complete)

If the City determines that the submittal does not comply with the above required completion percentages, the firm shall resubmit in accordance with the above requirements.

The City Project Manager and the firm shall attend the CDR (City Design Review) meeting to present and answer any comments and/or issues by the review board in order for CID to give direction to the project manager and the firm to proceed with the next phase of the project.

Bidding and Construction

For bidding purposes the firm shall submit a CD or flash drive consisting of PDFs and AutoCAD files of the sealed construction drawings, sealed technical specifications, scope of work, and unit price bid proposal form.

Before bid opening the firm shall provide a CD or flash drive consisting of PDFs of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications.

After bid opening and before the preconstruction meeting, the firm shall provide a CD or flash drive consisting of PDFs of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications. The firm shall also provide ten (10) paper plan sets of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications.

During construction project closeout the firm shall produce and provide a set of reproducible (24"X36") and PDF format "as-built" drawings.

KEY OBJECTIVES

The firm is expected to achieve the following:

- To coordinate work with the Capital Improvement Department and user departments to resolve issues.
- Implement creative and innovative approaches to problem solving
- Implement an effective quality assurance program
- Ensure the project will meet the intended results
- Develop a schedule and enforce compliance of the project schedule

- Develop a budget and enforce compliance of the project budget
- Prepare and formulate independent cost estimates and cost analysis
- Prepare detailed requests for proposals
- Prepare back up documentation for Change Orders
- Prepare detailed project schedules using Gantt Charts
- Review architectural and engineering drawings and specifications
- Track project and activity status
- Follow--up on pending items
- Economize project resources
- Willingness to meet with stakeholders
- Multi-task several activities
- Prepare meeting agendas and meeting minutes
- Review pay applications
- Keep a photo log
- Maintain an accurate and current submittal log

KNOWLEDGE AND SKILLS:

The architect and engineering firm shall have the following skills and abilities:

- Must know how to use project management software
- Effective conflict resolution skills
- Effective communication skills, both verbal and written
- Effective negotiation skills
- Effective organizational skills
- Effective public relation skills
- Prepare daily and monthly reports
- City of El Paso Subdivision Ordinance
- City of El Paso Grading Ordinance
- Engineering and Construction Management Design Manual for Construction
- Texas Commission and Environmental Quality (TCEQ) requirements
- Leadership in Energy and Environmental Design (LEED) or Green Globes Compliance and Requirements
- Texas Department of Health Requirements
- ADA and Texas Accessibility Standards (TAS)
- Other local, state, and federal codes, ordinances, and requirements

ELECTRONIC DOCUMENT MANAGEMENT:

The construction management firm will be encouraged to minimize the use of large amounts of paper in an effort to promote a “green approach” to document management. Several available web-based programs or software to store, manage, view, review, and comment will be available. While not exhaustive, the following are some of the documents to be placed on web-based software:

- Concept documents
- Design documents including specifications and estimates
- Bid documents

- Contract terms and conditions
- Construction drawings
- Reissued construction drawings
- Submittals
- Correspondence
- Environmental Documentation
- Quality Assurance/Quality Control
- Meeting minutes
- Project schedules
- Daily reports
- Monthly reports
- Requests For Information/Change/Deviation
- Inspection reports
- Observation reports
- Pay applications
- Change Orders
- Operations and maintenance documentation
- Closeout documents
- Warranty documents
- Photos
- Project account and budget information

The web-based software shall be for review and approval and not only storage.

The architect and engineering firm will be one of the administrators of the software. They will be responsible to setup the project on the software and provide training to the project team on how to use the software. The web-based software shall be user friendly and easy to access. Identified stakeholders including City staff shall be provided user-friendly access to software.

**ATTACHMENT “B”
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES**



FEE SCHEDULE

PROJECT NAME: TRAWOOD, HUNTER, MCCOMBS AND ROJAS ARTERIAL LIGHTING AND
LANDSCAPE IMPROVEMENTS PACKAGE 6

PRIME PROVIDER NAME: CONSOR ENGINEERS

TASKS	
ROADWAY DESIGN FEES	\$390,000.00
BIDDING SERVICES	\$3,743.66
CONSOR CONSTRUCTION PHASE SERVICES	\$14,830.58
CONSOR DIRECT EXPENSES	\$2,100.00
LANDSCAPE FEES (GREENWAY STUDIO)	\$148,500.00
SURVEYING FEES (GRV INTEGRATED ENGINEERING SOLUTIONS LLC)	\$85,600.00
GEOTECHNICAL ENGINEERING FEES (CQC)	\$49,697.64
SUBSURFACE UTILITY ENGINEERING FEES - 2 LOCATIONS (COBB FENDLEY & ASSOCIATES)	\$15,420.00
TOTAL	\$709,891.87

June 8, 2022

CONSOR Engineering LLC
1501 N. Mesa Street, Suite 200
El Paso, TX. 79902
Attn: Leonardo Ledesma, PE



***Re: Landscape Architectural Services for Trawood, Hunter, McCombs, and Rojas
Arterial Lighting Package 6 – El Paso, TX***

Mr. Ledesma,

Thank you again for the repeated opportunity to team with CONSOR Engineering and providing landscape architectural services. This proposal includes a scope of services and fees for planting and irrigation plans for Trawood, Hunter, McCombs, and Rojas.. The improvements shall take place as follows:

TRAWOOD DRIVE

- Yarbrough to Lee Trevino - Landscape Not in Contract
- Lee Trevino to George Dieter - Landscape Not in Contract
- George Dieter to Montwood - Landscape Not in Contract

HUNTER DRIVE

- IH-10 to Cuba - Median Landscape will be provided from IH-10 to Cuba; approximately 900 feet.
- Cuba to Phoenix - Landscape Not in Contract
- Phoenix to North Loop - Landscape Not in Contract

McCOMBS STREET

- Railroad to Will Ruth - Median Landscape will be provided from Railroad to Will Ruth; approximately 5,150 feet.
- Will Ruth to Loop 375 - Landscape Not in Contract

ROJAS DRIVE

- Lomaland to Lee Trevino - Landscape Not in Contract
- Lee Trevino to George Dieter - Landscape Not in Contract
- George Dieter to Zaragoza - Landscape Not in Contract
- Zaragoza to Peter Cooper - Landscape Not in Contract
- Peter Cooper to Loop 375 - Median Landscape will be provided from Zaragoza to Loop 375; approximately 7,860 feet.

We have accounted for approximately 2.64-miles of roadway, to include services within center medians as noted above. Special design considerations regarding vehicular visibility will be observed at intersections, driveways, and medians. Within our design intent will be the use of drought tolerant plant material (within the City Approved List), water harvesting techniques, and implement minimal maintenance design. Also, time has been included to determine the value and conditions of existing plant material within the streetscape, and whether plant material is preserved or removed. In addition, we have planned for

coordination with the City of El Paso Streets Department, TxDOT, and possibly other entities associated with the vicinity of the project.

Lastly, our services account for attendance of two public meetings and providing exhibits / renderings to be included for assistance with a power-point presentation or presentation boards. Our understanding is that the project will require a phased design process and include a total of 70 sheets at a required 1"= 20' scale.

LANDSCAPE AND IRRIGATION DESIGN PLANS

The design development for the project will follow a customary approach to swiftly work with Conceptual Design and move into Preliminary Design Development (35%), followed by a Pre-Final Design (80%) phase and continuing through Final Construction (100%) documentation. We anticipate three meetings to discuss possible redlines and have also included time for coordination with the City of El Paso Capital Improvements Department and Streets Department. Final construction documents will be signed and sealed plans, with pertinent notes and details, and meet minimum El Paso Streets requirements. This task includes digital file PDFs. The design phases are further described below:

- **35% Preliminary Design Plans**
 - Review Meeting at Client's Request
 - Digital Copies of Plans
 - Preliminary Specifications
 - Preliminary Opinion of Probable Cost
 - Public Meeting / Renderings
 - CDR / Open-House Meeting
- **80% Pre-Final Design Plans**
 - Review Meeting at Client's Request
 - Digital Copies of Plans
 - Pre-Final Specifications
 - Pre-Final Opinion of Probable Cost
 - Public Meeting / Renderings
 - CDR / Open-House Meeting
- **100% Final Design Plans**
 - Review Meeting at Client's Request
 - Digital Copies of Plans
 - Final Specifications
 - Final Opinion of Probable Cost
 - Digital Signed and Sealed Plans

TOTAL LANDSCAPE ARCHITECTURAL FEES:	\$ 112,500.00 LUMP SUM
--	-------------------------------

BIDDING AND CONSTRUCTION PHASE SERVICES

This phase accounts time for bidding time and construction observation which includes a total of forty (40) construction meetings assumed to take place at the client's request for the life of the project's construction. The construction portion of this phase will also

Accepted by: _____ Date: _____

consider time to review shop drawings, RFIs, and submittals provided by the Contractor. We will provide as-built drawings based solely on the contractor's site specific redline markings to show recorded design modifications. These will be provided to the City of El Paso in digital form (CD). Additionally, the phase will cover a Final Inspection of the installation and a Punch List Report will be provided for the Contractor to amend any faulty or missing installation. Services planned are as noted below:

- Initial Pre-construction Meeting
- Forty (40) on Site Meetings as requested
- Final Punch-List Walk-through and Punch-List Preparation
- Record Drawings

TOTAL BIDDING SERVICES FEES: \$ 4,000.00 LUMP SUM

TOTAL CONSTRUCTION ADMINISTRATION FEES: \$ 32,000.00 LUMP SUM

TOTAL LANDSCAPE ARCHITECTURAL FEES: \$ 148,500.00 LUMP SUM

If this proposal is acceptable, please sign and return an executed original. If you have any questions, please free to contact us at 915-215-9488.

Sincerely,

David A. Parra, RLA, CNU-A, ASLA
Principal - Landscape Architect



Greenway Studio, LLC
817 Olive Avenue
El Paso, Texas 79901
www.greenway-studio.com

Accepted by: _____ Date: _____



11385 James Watt, Suite B-13
(915) 351-6701 Office
(915) 243-6010 Fax
www.integratedengineeringsolutions.com
TBPE F#15313 TBPLS F#10194278

June 8, 2022

CONSOR Engineers, LLC
1501 N. Mesa Street, Ste 200
El Paso, Texas 79902

Attention: Mr. Leonardo Ledesma, P.E., Project Manager

Reference: ARTERIAL LIGHTING PACKAGE 6 – TRAWOOD, HUNTER, MCCOMBS AND ROJAS
Topographic Surveys Services

Dear Mr. Ledesma:

We are pleased to provide you with our fee proposal to prepare the topographic surveys for the Arterial Lighting Package 6 consisting of the roadway segments for Trawood (Yarbrough to Montwood), Hunter (IH-10 to North Loop), McCombs (Railroad to Loop 375), and Rojas (Lomaland to Loop 375).

Our fee for the above services will be a lump sum amount of \$85,600.00 (eighty-five thousand six hundred dollars and zero cents).

We look forward to working with you on this project.

Sincerely,

Marvin H. Gomez, P.E., LSIT, Principal

COBB FENDLEY & ASSOCIATES
Worksheet - AIA - Arterial Lighting Package #6 - SUE Services

Per Intersection

Classification	Rate	Unit	Quantity	Cost
Project Manager II	\$ 238.00	Hour	4	\$ 952.00
Project Engineer II	\$ 163.00	Hour	1	\$ 163.00
Technician III	\$ 108.00	Each	8	\$ 864.00
Technician II/Office SUE Tech	\$ 88.00	Each	4	\$ 352.00
Registered Professional Land Surveyor	\$ 184.00	Hour	2	\$ 368.00
2-Person Survey Crew*	\$ 156.00	Hour	4	\$ 624.00
Administrative	\$ 113.00	Hour	1	\$ 113.00
Subsurface Utility Engineering				
One-Person Designating Crew w/truck/equipment (SUE LVL B)	\$ 119.00	Hour	6	\$ 714.00
Vacuum Excavation Truck and 2 Technicians (SUE LVL A)	\$ 319.00	Hour	4	\$ 1,276.00
Ground Penetrating Radar: 1 Technician w/equipment (SUE LVL B)	\$ 281.00	Hour	4	\$ 1,124.00
Mobilization	\$ 500.00	EA	1	\$ 500.00
Traffic Control & Permitting	\$ 500.00	EA	1	\$ 500.00
Other Direct Expenses				
Survey Grade GPS (Per Receiver)	\$ 40.00	Hour	4	\$ 160.00

*Rates shown include personnel, vehicles & standard equipment necessary to complete the task. Does not include GPS Receivers.

Subtotal for Personnel	\$ 3,436.00
Subtotal for Field Work	\$ 3,114.00
Subtotal for Video Inspection	\$ -
Subtotal for Direct Expenses	\$ 1,160.00

TOTAL	\$ 7,710.00
--------------	--------------------

**ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

For the “**ARTERIAL LIGHTING PACKAGE 6 - TRAWOOD, HUNTER, MCCOMBS AND ROJAS**” hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under this Agreement.
3. The Consultant shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with oversight and management of the Project within the allocated budget. The Owner’s review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT/CONCEPT PHASE

1. Upon receipt of the Owner’s written authorization to proceed with the **Report Phase**, the Consultant shall:
 - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
 - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
 - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in

connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

- d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.
 - e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

The Consultant shall do the following:

1. Consult with the Owner to determine the Owner's requirements for the Project.
2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not

limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

PHASE II - PRE-FINAL DESIGN PHASE

The Consultant shall do the following separately:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall

include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.

2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the **“Drawings,”** to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called **“Specifications.”** These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant’s previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant’s cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor’s method of pricing and that the Consultant’s opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.
5. As per Attachment “D”, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

The Consultant shall do the following:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility company comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. As per Attachment "D", furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. As per Attachment "D", furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in Attachment "D", required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

BIDDING PHASE

Upon receipt of Owner's written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over

the Drawings and Specifications. As per Attachment “D”, deliver copies of all addenda to the Owner for appropriate action.

5. As identified in Attachment “A”, assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner’s request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner’s representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner’s standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.
3. Unless otherwise stipulated in Attachment “A”, Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant’s efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not

be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.
7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.

9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a “punch list” of minor deficiencies to be corrected prior to final payment to the construction contractor. The “**punch list**” shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.
10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) “record” drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format.
13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner’s request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.

20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the construction contractor's default under the construction contract due to delinquency or insolvency.
24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.

3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

ATTACHMENT “D” PAYMENT SCHEDULE

For the project known as “**ARTERIAL LIGHTING PACKAGE 6 - TRAWOOD, HUNTER, MCCOMBS AND ROJAS**”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$709,891.87** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Monthly Payment to Consultant

The compensation for each task described in Attachment “A”. Payment shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and accompanying Summary and Progress Report and the Owner’s written approval.

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate. Should the services rendered during the construction phase exceed the estimated amount, written authorization will be required prior to rendering service. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and accompanying Summary and Progress Report and the Owner’s written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. ***Tips and alcohol are not reimbursable.***

No single invoice may include items for both August and September of any given year. The Owner’s fiscal year begins on September 1st of each year and ends on August 31st of each year. The Consultant’s invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with the Owner’s fiscal year.

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the Owner. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

CONCEPT PHASE

The services called for in the Report Phase of this Agreement shall be completed concurrently with the preliminary design phase and **five (5) copies** of the Preliminary Study and Report shall be submitted within **30 consecutive calendar days** following the written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **ten (10) copies** of any required documents and opinion of probable construction costs shall be submitted within **120 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five (5) copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **ten (10) copies** the required documents and services shall be submitted within **90 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **ten (10) copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **Three (3) copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **ten (10) copies** of the final design documents and specifications for bidding to the Owner within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to

proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **one (1) copy** of all addenda to the Owner for appropriate action within **four (4) months**.

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment “C” and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within **eighteen (18) months** from the date of substantial completion.

**ATTACHMENT “E”
INSURANCE CERTIFICATE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/31/2022

4/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL: ADDRESS:	FAX (A/C. No):
	INSURER(S) AFFORDING COVERAGE	
INSURED 1407115 Consor Engineers, LLC 15310 Park Row Houston TX 77084	INSURER A: *** SEE ATTACHMENT ***	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 18443514

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	6004-1073	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A A A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:	Y	N	84 UEN OL5490 (AOS) 84 AB OL5683 (HI) P-001-000788084-01 (XS)	12/31/2021 12/31/2021 12/31/2021	12/31/2022 12/31/2022 12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX XS AutoLiab CSL \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	TUE 3274463 02	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	0468405Y (AOS) 0468405B (HI)	12/31/2021 12/31/2021	12/31/2022 12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional & Environmental Liability	N	N	EBZ634816/01/2021	12/31/2021	12/31/2022	\$10,000,000 per Claim \$10,000,000 Aggregate Deductible: \$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Professional Engineering Services; Arterial Lighting Package 6 - Trawood, Hunter, McCombs and Rojas; COEP Solicitation #2022-0481; CONSOR Project No. D220392TX. City of EL Paso Texas is included as additional insured if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy.

CERTIFICATE HOLDER

CANCELLATION See Attachments

18443514 City of El Paso Texas Capital Improvement Dept. 218 N. Campbell El Paso TX 79901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

Insurers

Allied World Insurance Company (NAIC # 22730) – 6004-1073

Hartford Fire Insurance Company (NAIC # 19682) – 84 UEN OL5490 (AOS)

Hartford Underwriters Insurance Company (NAIC # 30104) – 84 AB OL5683 (HI)

AXIS Surplus Insurance Company (NAIC # 26620) – P-001-000788084-01 (XS Layer)

Great American Insurance Company (NAIC # 16691) – TUE 3274463 02

Manufacturers Alliance Insurance Company (NAIC # 36897) – 0468405Y (AOS)

Pennsylvania Manufacturers Association (NAIC # 12262) – 0468405B (HI)

AXIS Surplus Insurance Company (NAIC # 26620) - EBZ634816/01/2021

Aspen American Insurance Company (NAIC # 43460) – OM00PUX21

Federal Insurance Company (NAIC # 20281) – 8250-1945



City of El Paso Texas Capital Improvement Dept.
218 N. Campbell
El Paso TX 79901

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID 18443514.

- Email: STL-edelivery@lockton.com
- Phone: (866) 728-5657 (toll-free)

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for providing e-Delivery email addresses for next year's renewal certificates ONLY. Your information will be input within 90 days.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies



Legislation Text

File #: 22-754, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 1

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

Planning and Inspections, Andrew Salloum, (915) 212-1603

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of a portion of Tract 9A1, 9B1, Laura E. Mundy Survey 238 and a portion of Nellie D. Mundy Survey No. 244, City of El Paso, El Paso County, Texas from R-5/c (Residential/conditions) to C-2/c (Commercial/conditions) and from R-5/sp (Residential/special permit) to C-2 (Commercial) 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: Generally North of Transmountain Road and East of Interstate 10

Applicant: EP Transmountain Residential, LLC. PZRZ22-00009

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

AGENDA DATE: June 22, 2022
PUBLIC HEARING DATE: July 19, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Andrew Salloum, (915) 212-1603

DISTRICT(S) AFFECTED: District 1

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of a portion of Tract 9A1, 9B1, Laura E. Mundy Survey 238 and a portion of Nellie D. Mundy Survey No. 244, City of El Paso, El Paso County, Texas from R-5/c (Residential/conditions) to C-2/c (Commercial/conditions) and from R-5/sp (Residential/special permit) to C-2 (Commercial) 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: Generally North of Transmountain Road and East of Interstate 10
Applicant: EP Transmountain Residential, LLC. PZRZ22-00009

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone from R-5/c (Residential/conditions) to C-2/c (Commercial/conditions) and R-5/sp (Residential/special permit) to C-2 (Commercial) to allow for commercial development. City Plan Commission recommended 7-0 to approve the proposed rezoning with three conditions on May 5, 2022. As of June 13, 2022, the Planning Division did not receive any communications in support or opposition to the request from the public. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF TRACT 9A1, 9B1, LAURA E. MUNDY SURVEY 238 AND A PORTION OF NELLIE D. MUNDY SURVEY NO. 244, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-5/C (RESIDENTIAL/CONDITIONS) TO C-2/C (COMMERCIAL/CONDITIONS) AND FROM R-5/SP (RESIDENTIAL/SPECIAL PERMIT) TO C-2 (COMMERCIAL) AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of A portion of Tract 9A1, 9B1, Laura E. Mundy Survey 238 and a portion of Nellie D. Mundy Survey No. 244, *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-5/c (Residential/conditions)** to **C-2/c (Commercial/conditions)** and **R-5/sp (Residential/special permit)** to **C-2 (Commercial)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly, and that the special permit designation be rescinded

Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the change in intensity generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

1. That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.
 - a. This condition shall not apply where the existing arroyo will serve as a natural buffer between the subject properties and residential zone districts or uses.
 - b. The landscaping required under this condition will count towards the landscaping required under Title 18.
2. That a detailed site development plan shall be reviewed and approved per the El Paso City Code prior to the issuance of building permits.
3. That a minimum 500-foot distance be required between any establishments meeting both of the following criteria:
 - a. Establishment deriving 51% or more of their income from the sale of alcoholic beverages for on-premise consumption; and
 - b. Providing outdoor amplified sound.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

(Signatures on following page)

ORDINANCE NO. _____

Zoning Case No: PZRZ22-00009

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

Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe

Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

Zoning Case No: PZRZ22-00009

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Nellie D. Mundy Survey No. 244, and being more particularly described by metes and bounds as follows:

Commencing for reference at a ½" rebar with cap marked TX 5152 at the centerline intersection of Hunter Foster Dr. and Resler Dr., as shown on plat of Enchanted Hills Unit Five recorded in Clerks File No. 20210037543, Real Property Records of El Paso County, Texas, from which a ½" rebar with cap marked TX 5152 at the centerline intersection Hunter Foster Dr. and Northwestern Dr. bears, North 85°38'42" West a distance of 1369.92 feet; Thence North 34°43'51" East a distance of 96.55 feet to a set ½" rebar on the easterly right of way line of Resler Dr. for THE "TRUE POINT OF BEGINNING";

Thence, North 00°43'19" East a distance of 65.88 feet to a set ½" rebar with cap marked TX 5152 on the easterly right of way line of Resler Dr.;

Thence, along said right of way line, 103.03 feet along the arc of a curve to the right, which has a radius of 2946.00 feet, a central angle of 02°00'14", a chord which bears North 01°43'26" East a distance of 103.03 feet to a set ½" rebar with cap marked TX 5152;

Thence, continuing along said right of way, North 02°43'33" East a distance of 337.90 feet to a set ½" rebar with cap marked TX 5152;

Thence, leaving said right of way line, South 86°47'10" East a distance of 202.49 feet to a set ½" rebar with cap marked TX 5152;

Thence, North 85°28'03" East a distance 176.12 feet to a set ½" rebar with a cap marked TX 5152 on the westerly line of Block 38, Enchanted Hills Unit Five as recorded in Clerks File No. 20210037543;

Thence, along said line, South 17°19'19" West a distance of 331.54 feet to a set ½" rebar with a cap marked TX 5152;

Thence, along said line, South 03°12'50" West a distance of 252.20 feet to a set 1/2 "rebar on the northerly right of way line of Hunter Foster Dr.;

Thence along said right of way line North 86°47'10" West a distance of 246.59 feet to a set ½" rebar for a point of curve;

Thence 19.98 feet along the arc of a curve to the right, which has a radius of 20.00 feet, a central angle of 57°13'44", a chord which bears North 58°10'18" West a distance of 19.16 feet to a set ½" rebar with cap marked TX 5152 for a point of reverse curve;

Thence, 26.35 feet along the arc of a curve to the left, which has a radius of 89.00 feet, a central angle of $16^{\circ}57'47''$, a chord which bears North $38^{\circ}02'20''$ West a distance of 26.25 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 for a point of reverse curve;

Thence, 16.49 feet along the arc of a curve to the right, which has a radius of 20.00 feet, a central angle of $47^{\circ}14'32''$, a chord which bears North $22^{\circ}53'57''$ West a distance of 16.03 feet to the "TRUE POINT OF BEGINNING" and containing 173,706 square feet or 3.9877 acres of land more or less.

NOTE: A drawings of even date accompanies this description.


Ron R. Conde
R.P.L.S. No. 5152
Job# 122-21



CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79936 / (915) 592-0283 FAX (915) 592-0286
FIRM NO. 10078100

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Nellie D. Mundy Survey 244 and being more particularly described by metes and bounds as follows:

Commencing for reference at a ½" rebar with cap marked TX 5152 for the centerline intersection of Hunter Foster Dr. and Resler Dr., as shown on plat of Enchanted Hills Unit Five recorded in Clerks File No. 20210037543, Real Property Records of El Paso County, Texas, from which a ½" rebar with cap marked TX 5152 at the centerline intersection Hunter Foster Dr. and Northwestern Dr. bears, North 85°38'42" West a distance of 1369.92 feet; Thence South 63°44'07" East a distance of 99.60 feet to a point on the southerly right of way line of Hunter Foster Dr. for THE "TRUE POINT OF BEGINNING";

Thence along said right of way line, South 86°47'10" East a distance of 419.61 feet to a set ½" rebar with cap marked TX 5152;

Thence along said right of way line, 93.45 feet along the arc of a curve to the right, which has a radius of 2961.00 feet, a central angle of 01°48'30", a chord which bears South 85°52'55" East a distance of 93.44 feet to a set ½" rebar with cap marked TX 5152;

Thence leaving said right of way line, South 05°01'20" West a distance of 331.91 feet to a set ½" rebar with cap marked TX 5152 on the northerly line of Block 36, Enchanted Hills Unit Five recorded in Clerks File No. 20210037543, Real Property Records of El Paso County, Texas;

Thence along said right of way line, 323.57 feet along the arc of a curve to the left, which has a radius of 841.00 feet, a central angle of 22°02'38", a chord which bears North 78°15'22" West a distance of 321.57 feet to a set ½" rebar with cap marked TX 5152;

Thence along said line, North 89°16'41" West a distance of 207.83 feet to a set ½" rebar on the easterly right of way line of Resler Dr. (Enchanted Hills Unit Five recorded in Clerks File No. 20210037543, Real Property Records of El Paso County, Texas);


Thence along said right of way line, North 00°43'19" East a distance of 256.19 feet to a set ½" rebar with cap marked TX 5152;

Thence along said right of way line, 16.49 feet along the arc of a curve to the right, which has a radius of 20.00 feet, a central angle of 47°14'32", a chord which bears North 24°20'35" East a distance of 16.03 feet to a set ½" rebar with cap marked TX 5152 for a point of reverse curve;

Thence, 18.61 feet along the arc of a curve to the left, which has a radius of 89.00 feet, a central angle of $11^{\circ}58'45''$, a chord which bears North $41^{\circ}58'29''$ East a distance of 18.57 feet to a set $\frac{1}{2}$ " rebar with a cap marked TX. 5152 for a point of reverse curve;

Thence, 19.98 feet along the arc of a curve to the right, which has a radius of 20.00 feet, a central angle of $57^{\circ}13'44''$, a chord which bears North $64^{\circ}35'58''$ East a distance of 19.16 feet to the "TRUE POINT OF BEGINNING" and containing 158,431 square feet or 3.6371 acres of land more or less.

NOTE: A drawings of even date accompanies this description.


Ron R. Conde
R.P.L.S. No. 5152
Job# 122-21



CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79936 / (915) 592-0283 FAX (915) 592-0286
FIRM NO. 10078100

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tracts 9A1, 9B1, Laura E. Mundy Survey 238, and a portion of Nellie D. Mundy Survey No. 244 and being more particularly described by metes and bounds as follows:

Commencing for reference at a ½" rebar with cap marked TX 5152 at the centerline intersection of Hunter Foster Dr. and Resler Dr., as shown on plat of Enchanted Hills Unit Five recorded in Clerks File No. 20210037543, Real Property Records of El Paso County, Texas, from which an ½" rebar with cap marked TX 5152 at the centerline intersection of Hunter Foster Dr. and Northwestern Dr. bears, North 85°38'42" West a distance of 1369.92 feet; Thence South 33°22'01" West a distance of 100.11 feet to a set ½" rebar on the westerly right of way line of Resler Dr. as shown on plat of Enchanted Hills Unit Five recorded in Clerks File No. 20210037543, Real Property Records of El Paso County, Texas, for THE "TRUE POINT OF BEGINNING";

Thence along said right of way line, South 00°43'19" West a distance of 251.93 feet to a set ½" rebar with cap marked TX 5152 on the northerly line of Block 30, Enchanted Hills Unit Five recorded in Clerks File No. 20210037543, Real Property Records of El Paso County, Texas;

Thence along said line, North 89°16'41" West a distance of 175.97 feet to a set ½" rebar with cap marked TX 5152;

Thence along said line, North 80°36'35" West a distance of 231.44 feet to a set ½" rebar with cap marked TX 5152;

Thence along said line, North 86°47'10" West a distance 692.63 feet to a set ½" rebar with a cap marked TX 5152;

Thence along said line, North 80°10'33" West a distance of 115.37 feet to a set ½" rebar with a cap marked TX 5152;

Thence along said line, North 86°47'10" West a distance of 170.23 feet to a set ½" rebar with a cap marked TX 5152 on the easterly right of way line of Northwestern Drive as shown on plat of Enchanted Hills Unit Five as recorded in Clerks File No. 20210037543 Real Property Records of El Paso County, Texas;

Thence along said right of way line, North 17°43'53" East a distance of 95.54 feet to a set 1/2 "rebar with a cap marked TX. 5152 for a point of curve;

Thence along said right of way line 116.65 feet along the arc of a curve to the right, which has a radius of 500.00 feet, a central angle of 13°22'00", a chord which bears North 24°24'53" East a distance of 116.38 feet to a set ½" rebar with cap marked TX 5152;

Thence along said right of way line, North 31°05'53" East a distance of 59.09 feet to a set 1/2" rebar with a cap marked TX. 5152 for a point of curve;

Thence along said right of way line, 14.18 feet along the arc of a curve to the right, which has a radius of 30.00 feet, a central angle of $27^{\circ}05'07''$, a chord which bears North $44^{\circ}38'26''$ East a distance of 14.05 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 for a point of reverse curve;

Thence, 10.97 feet along the arc of a curve to the left, which has a radius of 87.00 feet, a central angle of $7^{\circ}13'28''$, a chord which bears North $54^{\circ}34'15''$ East a distance of 10.96 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 for a point of reverse curve;

Thence, 29.50 feet along the arc of a curve to the right, which has a radius of 40.00 feet, a central angle of $42^{\circ}15'19''$, a chord which bears North $72^{\circ}05'11''$ East a distance of 28.84 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 on the southerly right of way line of Hunter Foster Dr. as shown on plat of Enchanted Hills Unit Five as recorded in Clerks File No. 20210037543 Real Property Records of El Paso County, Texas;

Thence along said right of way line South $86^{\circ}47'10''$ East a distance of 474.94 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 for a point of curve;

Thence along said right of way line, 281.04 feet along the arc of a curve to the right, which has a radius of 2946.00 feet, a central angle of $05^{\circ}27'57''$, a chord which bears South $84^{\circ}03'12''$ East a distance of 280.93 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 for a point of reverse curve;

Thence along said right of way line, 291.34 feet along the arc of a curve to the left, which has a radius of 3054.00 feet, a central angle of $5^{\circ}27'57''$, a chord which bears South $84^{\circ}03'12''$ East a distance of 291.23 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence along said right of way line, South $86^{\circ}47'10''$ East a distance of 157.78 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 for a point of curve;

Thence, 16.49 feet along the arc of a curve to the right, which has a radius of 20.00 feet, a central angle of $47^{\circ}14'32''$, a chord which bears South $63^{\circ}09'54''$ East a distance of 16.03 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 for a point of reverse curve;

Thence, 7.51 feet along the arc of a curve to the left, which has a radius of 89.00 feet, a central angle of $4^{\circ}50'00''$, a chord which bears South $41^{\circ}57'38''$ East a distance of 7.51 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 for a point of reverse curve;

Thence, 23.61 feet along the arc of a curve to the right, which has a radius of 30.00 feet, a central angle of $45^{\circ}05'57''$, a chord which bears South $21^{\circ}49'40''$ East a distance of 23.01 feet to the "TRUE POINT OF BEGINNING" and containing 382,484 square feet or 8.78 acres of land more or less.

NOTE: A drawings of even date accompanies this description.


Ron R. Conde
R.P.L.S. No. 5152
Job# 122-21



ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79936 / (915) 592-0283 FAX (915) 592-0286
FIRM NO. 10078100

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tract 9B1, Laura E. Mundy Survey 238, and a portion of Nellie D. Mundy Survey No. 244 and being more particularly described by metes and bounds as follows:

Commencing for reference at a ½" rebar with cap marked TX 5152 at the centerline intersection of Hunter Foster Dr. and Resler Dr., as shown on plat of Enchanted Hills Unit Five recorded in Clerks File No. 20210037543, Real Property Records of El Paso County, Texas, from which a ½" rebar with cap marked TX 5152 at the centerline intersection of Hunter Foster Dr. and Northwestern Dr. bears, North 85°38'42" West a distance of 1369.92 feet; Thence North 52°46'38" West a distance of 96.55 feet to a set ½" rebar on the northerly right of way line of Hunter Foster Dr. for THE "TRUE POINT OF BEGINNING";

Thence along said right of way line, North 86°47'10" East a distance of 157.78 feet to a set ½" rebar with cap marked TX 5152 on the northerly right of way line of Hunter Foster Dr., Enchanted Hills Unit Five as recorded in Clerks File No. 20210037543;

Thence, along said right of way line, 281.04 feet along the arc of a curve to the right, which has a radius of 2946.00 feet, a central angle of 05°27'57", a chord which bears North 84°03'12" West a distance of 280.93 feet to a set ½" rebar with cap marked TX 5152 to a point of reverse curve;

Thence along said right of way line, 291.34 feet along the arc of a curve to the left, which has a radius of 3054.00 feet, a central angle of 05°27'57", a chord which bears North 84°03'12" West a distance of 291.23 feet to a set ½" rebar with cap marked TX 5152;

Thence, North 86°47'10" West a distance of 472.77 feet to a set ½" rebar with a cap marked TX. 5152 for a point of curve;

Thence along said right of way line, 49.92 feet along the arc of a curve to the right, which has a radius of 30.00 feet, a central angle of 95°20'23", a chord which bears North 39°06'59" West a distance of 44.36 feet to a set ½" rebar with cap marked TX 5152 on the easterly right of way line of Northwestern Dr. as shown in plat of Enchanted Hills Unit Five as recorded in Clerks File No. 20210037543;

Thence along said right of way line, 171.25 feet along the arc of a curve to the left, which has a radius of 1010.00 feet, a central angle of 9°42'52", a chord which bears North 3°41'46" East a distance of 171.04 feet to a set ½" rebar with cap marked TX 5152 for a point of reverse curve;

Thence along said right of way line, 31.69 feet along the arc of a curve to the right, which has a radius of 990.00 feet, a central angle of 01°50'03", a chord which bears North 00°14'38" West a distance of 31.69 feet to a set ½" rebar with cap marked TX 5152 for a point of reverse curve;

Thence along said right of way line, 151.29 feet along the arc of a curve to the left, which has a radius of 1132.00 feet, a central angle of 7°39'26", a chord which bears North 3°09'20" West a distance of 151.17 feet to a set ½" rebar with cap marked TX 5152;

Thence, leaving said right of way line, North 65°34'38" East a distance of 361.49 feet to a set ½" rebar with cap marked TX 5152;

Thence, North 87°32'06" East a distance of 171.38 feet to a set ½" rebar with cap marked TX 5152;

Thence, North 51°23'54" East a distance of 92.85 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 86°47'10" East a distance of 117.58 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 73°40'11" East a distance of 191.19 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 87°50'51" East a distance of 206.98 feet to a set ½" rebar with cap marked TX 5152;

Thence, North 70°47'02" East a distance of 206.77 feet to a set ½" rebar with cap marked TX 5152 on the easterly right of way line of Resler Dr;

Thence along said right of way line South 02°43'33" East a distance of 502.70 feet to a set ½" rebar with cap marked TX 5152;

Thence along said right of way line, 106.81 feet along the arc of a curve to the left, which has a radius of 3054.00 feet, a central angle of 2°00'14", a chord which bears South 1°43'26" West a distance of 106.80 feet to a set ½" rebar with cap marked TX 5152;

Thence along said right of way line South 00°43'19" West a distance of 65.88 feet to a set ½" rebar with cap marked TX 5152 to a point of curve;

Thence along said right of way line, 16.49 feet along the arc of a curve to the right, which has a radius of 20.00 feet, a central angle of 47°14'32", a chord which bears South 24°20'35" West a distance of 16.03 feet to a set ½" rebar with cap marked TX 5152 for a point of reverse curve;

Thence along said right of way line, 3.10 feet along the arc of a curve to the left, which has a radius of 89.00 feet, a central angle of 1°59'34", a chord which bears South 46°58'04" West a distance of 3.10 feet to a set ½" rebar with cap marked TX 5152 for a point of reverse curve;

Thence along said right of way line, 16.49 feet along the arc of a curve to the right, which has a radius of 20.00 feet, a central angle of 47°14'32", a chord which bears South 69°35'34" West a distance of 16.03 feet to the "TRUE POINT OF BEGINNING" and containing 727,992.13 square feet or 16.71 acres of land more or less.

NOTE: A drawings of even date accompanies this description.


Ron R. Conde
R.P.L.S. No. 5152
Job# 122-21



CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79936 / (915) 592-0283 FAX (915) 592-0286
FIRM NO. 10078100

Prepared for: Southwest Land Development Services Inc.
March 14, 2022
(Parcel V)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tract 9B1, Laura E. Mundy Survey No. 238 and being more particularly described by metes and bounds as follows:

Commencing for reference at a found $\frac{1}{2}$ " rebar with cap marked TX 5152 at the centerline intersection of Hunter Foster Dr. and Northwestern Dr as shown on plat of Enchanted Hills Unit Five recorded in Clerks File No. 20210037543, Real Property Records of El Paso County, Texas, from which an existing $\frac{1}{2}$ " rebar with cap marked TX 5152 at the centerline intersection of Hunter Foster Dr. and Resler Dr. bears South $85^{\circ}38'42''$ East a distance of 1369.92 feet; Thence North $47^{\circ}56'18''$ West a distance of 91.34 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 on the northerly right of way line of Hunter Foster Dr. for THE "TRUE POINT OF BEGINNING";

Thence along said right of way line 10.39 feet along the arc of a curve to the right, which has a radius of 30.00 feet, a central angle of $19^{\circ}51'05''$, a chord which bears South $86^{\circ}58'57''$ West a distance of 10.34 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence along said right of way line, 214.72 feet along the arc of a curve to the right, which has a radius of 1046.00 feet, a central angle of $11^{\circ}45'42''$, a chord which bears North $77^{\circ}12'40''$ West a distance of 214.35 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence along the right of way line, North $71^{\circ}19'49''$ West a distance of 333.30 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 for a point of curve;

Thence along said right of way line, 242.28 feet along the arc of a curve to the right, which has a radius of 1500.00 feet, a central angle of $9^{\circ}15'16''$, a chord which bears North $66^{\circ}42'10''$ West a distance of 242.02 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence along said right of way line, North $62^{\circ}04'32''$ West a distance of 236.62 feet to a set $\frac{1}{2}$ " rebar marked TX. 5152 for a point of curve;

Thence along said right of way line, 754.42 feet along the arc of a curve to the left, which has a radius of 1400.00 feet, a central angle of $30^{\circ}52'30''$, a chord which bears North $77^{\circ}30'47''$ West a distance of 745.33 feet to a set $\frac{1}{2}$ " rebar with a cap marked TX. 5152 for a point of reverse curve;

Thence along said right of way line, 540.65 feet along the arc of a curve to the right, which has a radius of 1250.00 feet, a central angle of $24^{\circ}46'53''$, a chord which bears North $80^{\circ}33'36''$ West a distance of 536.44 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152;

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79936 / (915) 592-0283 FAX (915) 592-0286
FIRM NO. 10078100

Thence, 25.86 feet along the arc of a curve to the right, which has a radius of 20.00 feet, a central angle of $74^{\circ}04'33''$, a chord which bears North $31^{\circ}07'53''$ West a distance of 24.09 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 for a point of reverse curve on the proposed easterly right of way line of Enchanted Pass Dr.;

Thence along said right of way line, 24.75 feet along the arc of a curve to the left, which has a radius of 532.00 feet, a central angle of $02^{\circ}39'57''$, a chord which bears North $04^{\circ}34'25''$ East a distance of 24.75 feet to a set $\frac{1}{2}$ " rebar with a cap marked TX. 5152;

Thence along said line, North $03^{\circ}14'26''$ East a distance of 162.10 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 on the proposed southerly line of Block 45, Enchanted Hills Unit Six;

Thence along said line, South $71^{\circ}31'47''$ East a distance 234.67 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence along said line, North $82^{\circ}03'08''$ East a distance of 39.00 feet set $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence along said line, North $23^{\circ}54'34''$ East a distance of 33.50 feet set $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence along said line; South $66^{\circ}41'48''$ East a distance of 242.72 feet set $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence along said line, North $79^{\circ}02'54''$ East a distance of 133.59 feet set $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence along said line, South $84^{\circ}41'38''$ East a distance of 116.47 feet set $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence along said line, South $79^{\circ}01'29''$ East a distance of 809.44 feet set $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence along said line, South $87^{\circ}57'04''$ East a distance of 182.04 feet set $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence along said line, North $83^{\circ}14'23''$ East a distance of 521.82 feet set $\frac{1}{2}$ " rebar with cap marked TX 5152 on the proposed westerly right of way line of Northwestern Dr. out of Enchanted Hills Unit Six.


Thence along said right of way line, 351.08 feet along the arc of a curve to the right, which has a radius of 1068.00 feet, a central angle of $18^{\circ}50'05''$, a chord which bears South $10^{\circ}15'27''$ East a distance of 349.50 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152;

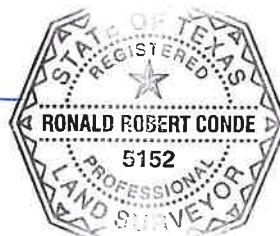
Thence along said right of way line, 192.02 feet along the arc of a curve to the right, which has a radius of 590.00 feet, a central angle of $18^{\circ}38'51''$, a chord which bears South $08^{\circ}29'01''$ West a distance of 191.18 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence along said right of way line, South $17^{\circ}48'27''$ West a distance of 29.09 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 for a point of curve.

Thence, 56.88 feet along the arc of a curve to the right, which has a radius of 55.00 feet, a central angle of $59^{\circ}14'58''$, a chord which bears South $47^{\circ}25'56''$ West a distance of 54.38 feet to the "TRUE POINT OF BEGINNING" and containing 679,808 square feet or 15.61 acres of land more or less.

NOTE: A drawings of even date accompanies this description.


Ron R. Conde
R.P.L.S. No. 5152
Job# 122-21

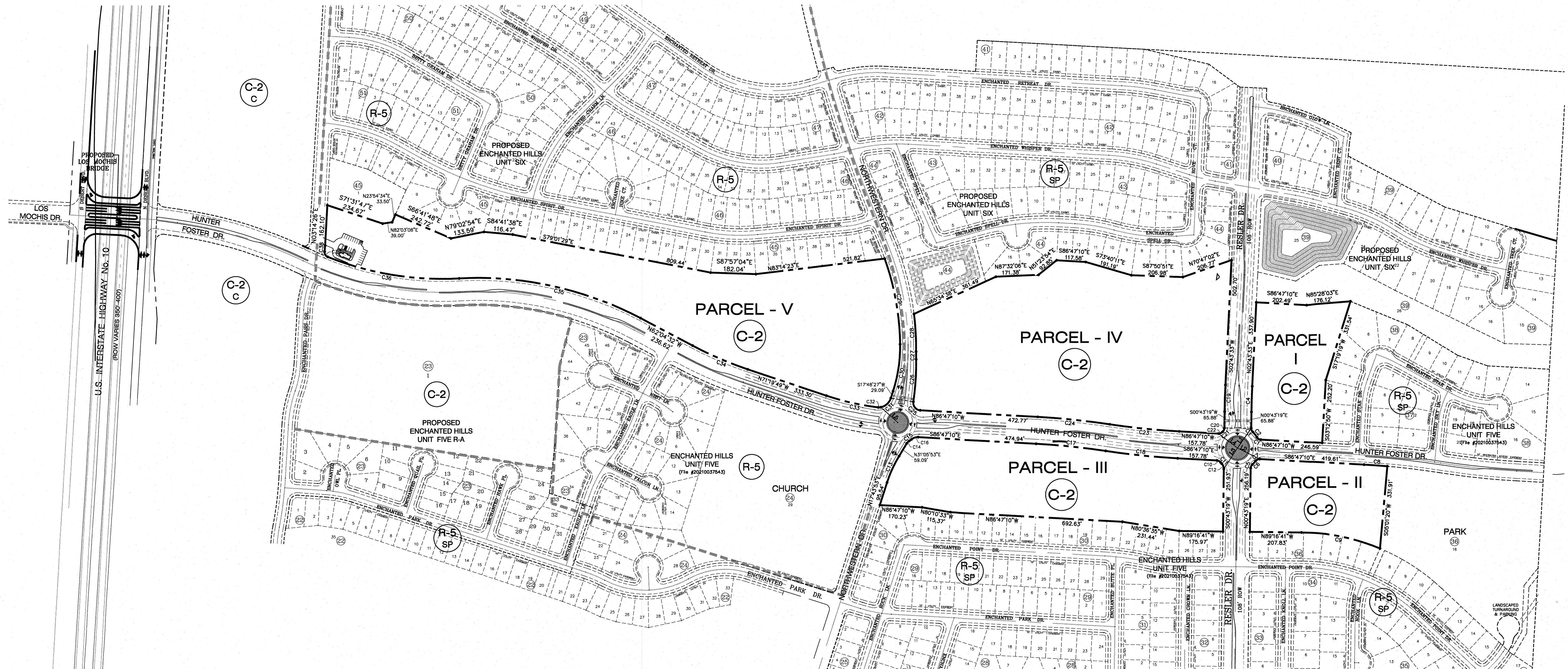


CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79936 / (915) 592-0283 FAX (915) 592-0286
FIRM NO. 10078100

NOTES:
1. SET 1" REBAR WITH CAPS MARKED TX 6162 ON ALL CORNERS UNLESS OTHERWISE NOTED.
2. A METES AND BOUNDS DESCRIPTION OF EVERY DATE ACCOMPANIES THIS DRAWING.

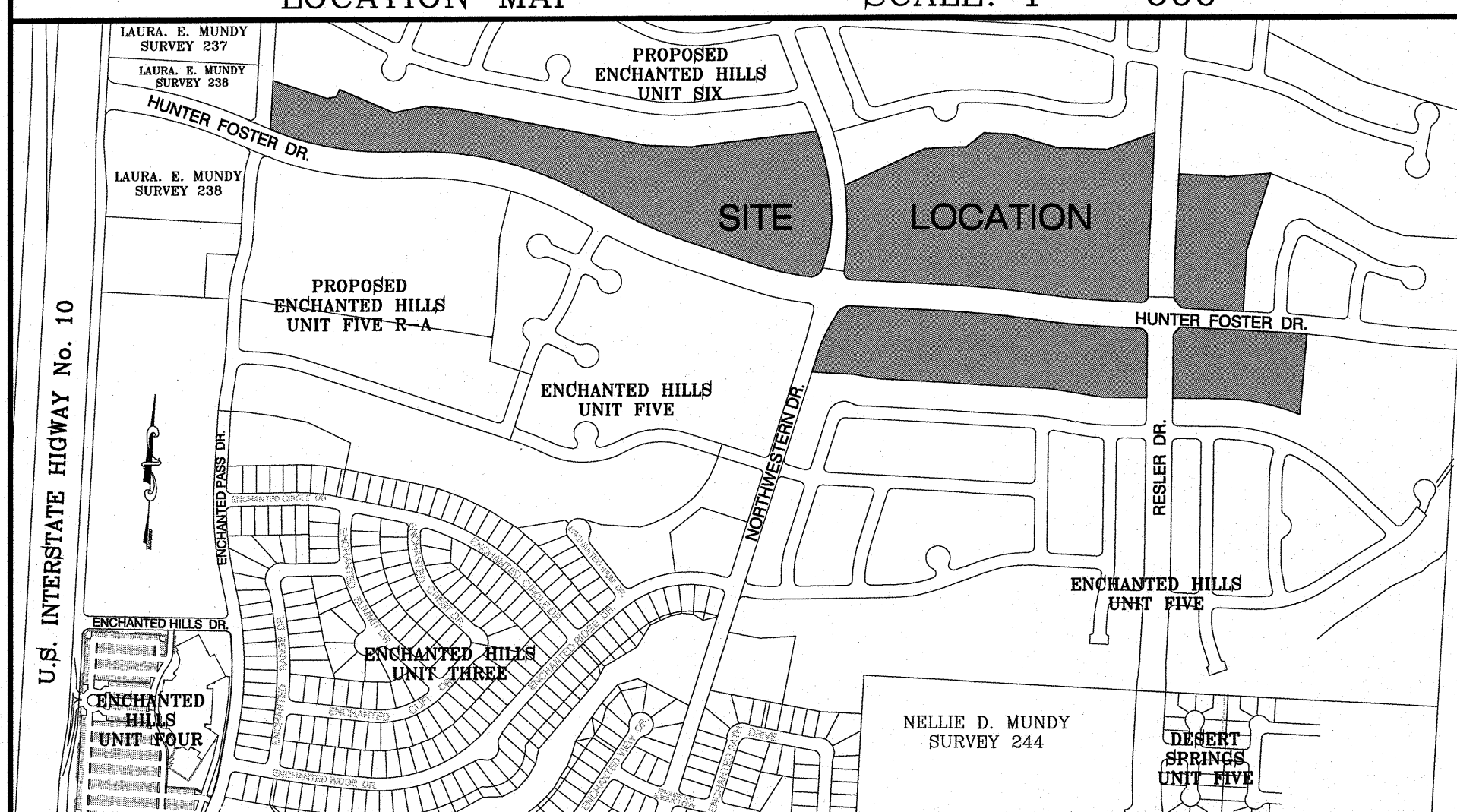
REZONING PLAN

BEING A PORTION OF TRACTS 9A1, AND 9B1, LAURA E. MUNDY SURVEY 238, AND PORTION OF NELLIE D. MUNDY SURVEY 244, CITY OF EL PASO, EL PASO COUNTY, TEXAS



LOCATION MAP

SCALE: 1" = 600'



RESIDENTIAL

COMMERCIAL

APPARTEMNT

OPEN SPACE/PARKS/PONDS

PARCEL	ACRES	PROPOSED ZONING	EXISTING ZONING
I	3.9877	C-2	R-5 SP
II	3.6371	C-2	R-5 SP
III	8.78	C-2	R-5 SP
IV	16.70	C-2	R-5 SP
V	15.61	C-2	R-5

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	20.00'	19.98'	10.91'	19.16'	N58°01'08"W	57°13'44"
C2	89.00'	26.35'	13.27'	26.25'	N38°02'20"W	16°57'47"
C3	20.00'	16.49'	8.75'	16.03'	N22°53'57"W	47°14'32"
C4	2946.00'	103.03'	51.52'	103.03'	N1°43'26"E	2°00'14"
C5	20.00'	16.49'	8.75'	16.03'	N24°20'35"E	47°14'32"
C6	89.00'	18.61'	9.34'	18.57'	N41°58'29"E	11°58'45"
C7	20.00'	19.98'	10.91'	19.16'	N64°35'58"E	57°13'44"
C8	2961.00'	93.45'	46.73'	93.44'	S85°52'55"E	1°48'30"
C9	841.00'	323.57'	163.81'	321.57'	N78°15'22"W	22°02'38"
C10	20.00'	16.49'	8.75'	16.03'	S63°09'54"E	47°14'32"
C11	89.00'	7.51'	3.76'	7.51'	S41°57'38"E	4°50'00"
C12	30.00'	23.61'	12.46'	23.01'	S21°49'40"E	45°05'57"
C13	500.00'	116.65'	58.59'	116.38'	N24°24'53"E	13°22'00"
C14	30.00'	14.18'	7.23'	14.05'	N44°36'26"E	27°05'07"
C15	87.00'	10.97'	5.49'	10.96'	N54°34'16"E	7°13'28"
C16	40.00'	29.50'	15.46'	28.84'	N72°05'11"E	42°15'19"
C17	2946.00'	281.04'	140.62'	280.93'	S84°03'12"E	52°7'57"
C18	3054.00'	291.34'	145.78'	291.23'	S84°03'12"E	52°7'57"
C19	3054.00'	106.81'	53.41'	106.80'	S1°43'26"W	2°00'14"

LINE TABLE		
LINE	LENGTH	BEARING
L1	96.55'	N34°43'51"E
L2	99.60'	S63°44'07"E
L3	100.11'	S33°22'01"W
L4	96.55'	N52°46'38"W
L5	91.34'	N47°56'18"W

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C20	20.00'	16.49'	8.75'	16.03'	S24°20'35"W	47°14'32"
C21	89.00'	3.10'	1.55'	3.10'	S46°58'04"W	1°59'34"
C22	20.00'	16.49'	8.75'	16.03'	S69°35'54"W	47°14'32"
C23	2946.00'	281.04'	140.62'	280.93'	N84°03'12"W	52°7'57"
C24	3054.00'	291.34'	145.78'	291.23'	N84°03'12"W	52°7'57"
C25	30.00'	49.82'	32.93'	44.36'	N39°06'59"W	95°20'23"
C26	1010.00'	171.25'	85.83'	171.04'	N3°41'46"E	9°42'52"
C27	990.00'	31.69'	15.85'	31.69'	N01°43'38"W	1°50'03"
C28	1132.00'	151.29'	75.76'	151.17'	N3°09'20"W	7°39'26"
C29	1068.00'	351.08'	177.14'	349.50'	N01°52'27"W	18°50'05"
C30	590.00'	192.02'	96.87'	191.17'	N8°29'01"E	18°38'51"
C31	55.00'	56.88'	31.28'	54.37'	N47°25'56"E	59°14'58"
C32	30.00'	10.39'	5.25'	10.34'	N86°58'57"E	19°51'05"
C33	1046.00'	214.72'	107.74'	214.35'	S77°12'40"E	11°45'42"
C34	1500.00'	242.28'	121.41'	242.02'	S66°42'10"E	91°51'16"
C35	1400.00'	754.42'	386.61'	745.33'	N77°30'47"W	30°52'30"
C36	1250.00'	540.65'	274.62'	536.44'	S80°33'36"E	24°46'53"
C37	20.00'	25.86'	15.09'	24.09'	S31°07'53"E	74°04'33"
C38	532.00'	24.75'	12.38'	24.75'	N4°34'25"E	2°39'57"

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 THE TIME OF THIS SURVEY.
RON R. CONDE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 5168

DATE OF PREPARATION: MARCH 14, 2022
CONDE INC.
ENGINEERING / PLANNING
GPS / SURVEYING / CADD
6080 SURBURY DR. STE 100
EL PASO, TEXAS 79906
PHONE: (915) 692-0283
FAX: (915) 692-0286
FIRM# 10076100

Northwestern Drive, Resler Drive, Hunter Foster Avenue

City Plan Commission — May 5, 2022 (REVISED)



CASE NUMBER: PZR22-00009
CASE MANAGER: Andrew Salloum, (915) 212-1603, SalloumAM@elpasotexas.gov
PROPERTY OWNER: EP Transmountain Residential, LLC
REPRESENTATIVE: Conde, Inc.
LOCATION: Generally North of Transmountain Rd. and East of Interstate 10 (District 1)
PROPERTY AREA: 48.71 acres
REQUEST: Rezone from R-5/c (Residential/conditions) to C-2/c (Commercial/conditions) and R-5/sp (Residential/special permit) to C-2 (Commercial)
RELATED APPLICATIONS: None
PUBLIC INPUT: None received as of April 28, 2022

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-5/c (Residential/conditions) to C-2/c (Commercial/conditions) and R-5/sp (Residential/special permit) to C-2 (Commercial) for commercial development.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL WITH CONDITIONS** of the rezoning request as the proposed rezoning is in keeping with the policies of the G-4 Suburban (walkable) Land Use Designation of *Plan El Paso*, the City's adopted Comprehensive Plan. The conditions are the following:

1. That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.
 - a. This condition shall not apply where the existing arroyo will serve as a natural buffer between the subject properties and residential zone districts or uses.
 - b. The landscaping required under this condition will count towards the landscaping required under Title 18.
2. That a detailed site development plan shall be reviewed and approved per the El Paso City Code prior to the issuance of building permits.
3. That a minimum 500-foot distance be required between any establishments meeting both of the following criteria:
 - a. Establishment deriving 51% or more of their income from the sale of alcoholic beverages for on-premise consumption; and
 - b. Providing outdoor amplified sound.

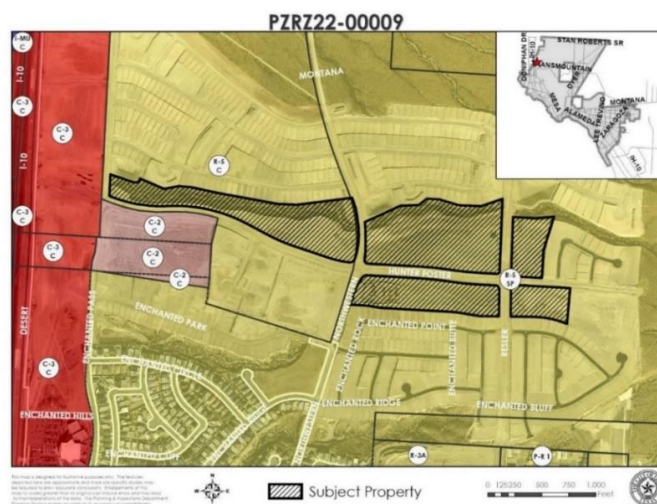


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from R-5/c (Residential/conditions) to C-2/c (Commercial/conditions) and R-5/sp (Residential/special permit) to C-2 (Commercial) for commercial development. The property consists of 48.71 acres. Although the arroyo is part of the rezoning request, the arroyo areas will remain undeveloped. The subject property is located in the Hillside Development Area. This rezoning request is to satisfy Condition No. 4 of Ordinance No. 19286.

PREVIOUS CASE HISTORY: On April 20, 1982, City Council made a motion to approve the Special Permit No. 81-18 to allow for the borrow pit (see Attachment no. 5). The existing special permit designation will be repealed once the new rezoning designation request is approved.

Ordinance No. 16948 approved by City Council on July 29, 2008, rezoned portions of the subject property into C-3 (Commercial), R-5/sp (Residential/special permit), and R-MU (Residential Mixed Use). Additionally, a Master Zoning Plan was approved for the R-MU (Residential Mixed Use) properties and conditions were imposed for the C-3 (Commercial) zoned properties (see Attachment no. 6). The conditions are the following:

- *A detailed site development plan shall be reviewed approved per the El Paso City Code prior to the issuance of building permits.*
- *A ten (10) foot landscaped buffer be placed abutting all residential uses.*

Additionally, the Enchanted Hills Land Study (SUB08-00038) was approved by City Plan Commission on June 5, 2008. The approved Land Study proposed to develop the area into multiple commercial and residential developments with a portion of subject property not having been part of the study.

Ordinance No. 19286 approved by City Council on February 1, 2022, rezoned portions of the subject property into three (3) different zoning districts: Parcel 1 – from R-MU (Residential Mixed Use) to R-5 (Residential) for proposed residential development; Parcel 2 - from R-3 (Residential), R-5 (Residential), and R-MU (Residential Mixed Use) to C-2 (Commercial) for proposed commercial development; and Parcel 3 - from R-3 (Residential) to C-3 (Commercial) for proposed commercial development (see Attachment no. 7). The conditions are the following:

1. *On Parcel 2, a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at fifteen feet (15') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.*
2. *That a detailed site development plan shall be reviewed and approved per the El Paso City Code prior to the issuance of building permits for Parcel 2.*
3. *That a detailed site development plan shall be reviewed and approved per the El Paso City Code prior to the issuance of building permits for Parcel 3.*
4. *That prior to the issuance of certificates of occupancy for Parcel 1, 2, and 3, the rezonings for the properties identified as "future commercial" on Exhibit B be submitted and processed by the City.*

Note: Condition No. 4 is being satisfied by this rezoning request.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The subject property is proposed to be developed into residential and commercial developments. Surrounding properties are undeveloped with abutting properties to the north and east zoned R-5 (Residential). Properties to the south are zoned R-5 (Residential) and C-2 (Commercial) along I-10. Properties to the west are zoned C-3 (Commercial). Proposed commercial developments will have access to the existing and proposed extension of Northwestern Drive and Resler Drive, which are designated and proposed to continue as a collector and major arterial, respectively as per El Paso's Major Thoroughfare Plan (MTP). Also, proposed commercial developments will have access to the proposed Hunter Foster Drive, which is designated as a collector as per El Paso's MTP. The classification of these roads are appropriate for the proposed developments.

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-4, Suburban (Walkable): This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The subject property is proposed to be developed into residential and commercial developments, which are in character with the future land use designation of <i>Plan El Paso</i>.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>C-2 (Commercial): The purpose of these districts is to accommodate establishments providing goods or rendering services which are used in support of the community's trade and service establishments and serving multi-neighborhoods within a planning area of the city. The regulations of the districts will permit intensities designed to be compatible with each other and to provide for a wide range of types of commercial activity, including light automobile related uses.</p>	<p>Yes. The proposed C-2 (Commercial) zoning district is the same as the adjacent zoning district to the southwest. The proposed C-2 (Commercial) zoning district will be adjacent to C-3 (Commercial) to the west and be of lower intensity as it will abut residential. The proposed commercial developments have the potential to provide goods and render services to the nearby area and in character with the spirit of the R-5 (Residential) and C-2 (Commercial) zone districts.</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. Proposed commercial developments will have access to the existing and proposed extension of Northwestern Drive and Resler Drive, which are designated and proposed to continue as a collector and major arterial, respectively as per El Paso's MTP. Also, proposed commercial developments will have access to the proposed Hunter Foster Drive, which is designated as a collector as per El Paso's MTP. The classification of these roads are appropriate for the proposed developments.</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>The property lies within the Hillside Development Area. The Open Space Advisory Board (OSAB) recommendation is pending with the hearing scheduled for May 11, 2022.</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 are anticipated by the rezoning of the subject property.</p>
<p>Natural Environment: Anticipated effects on the natural environment.</p>	<p>The subject property lies within the Hillside Development Area. There are no anticipated effects on the natural environment. Furthermore, the Open Space Advisory Board (OSAB) meeting is scheduled for May 11, 2022 for the board's recommendation.</p>
<p>Stability: Whether the area is stable or in transition.</p>	<p>The area is in transition as is currently under development. It is expected to be developed into a residential and commercial subdivisions along Northwestern Drive and as commercial developments along Interstate 10.</p>

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:

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: Proposed commercial developments will have access to the existing and proposed extension of Northwestern Drive and Resler Drive, which are designated and proposed to continue as a collector and major arterial, respectively as per El Paso's MTP. Also, proposed commercial developments will have access to the proposed Hunter Foster Drive, which is designated as a collector as per El Paso's MTP. The classification of these roads are appropriate for the proposed developments. Additionally, the subject property will need to provide adequate infrastructure at the time of platting and prior to development.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments from reviewing departments.

PUBLIC COMMENT: The property does not lie within any neighborhood associations. As required, public notices were mailed to property owners within 300 feet on April 21, 2022. As of April 28, 2022, the Planning Division did not receive any communication in support or opposition to the request from the public.

RELATED APPLICATIONS: None.

CITY PLAN COMMISSION OPTIONS:

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

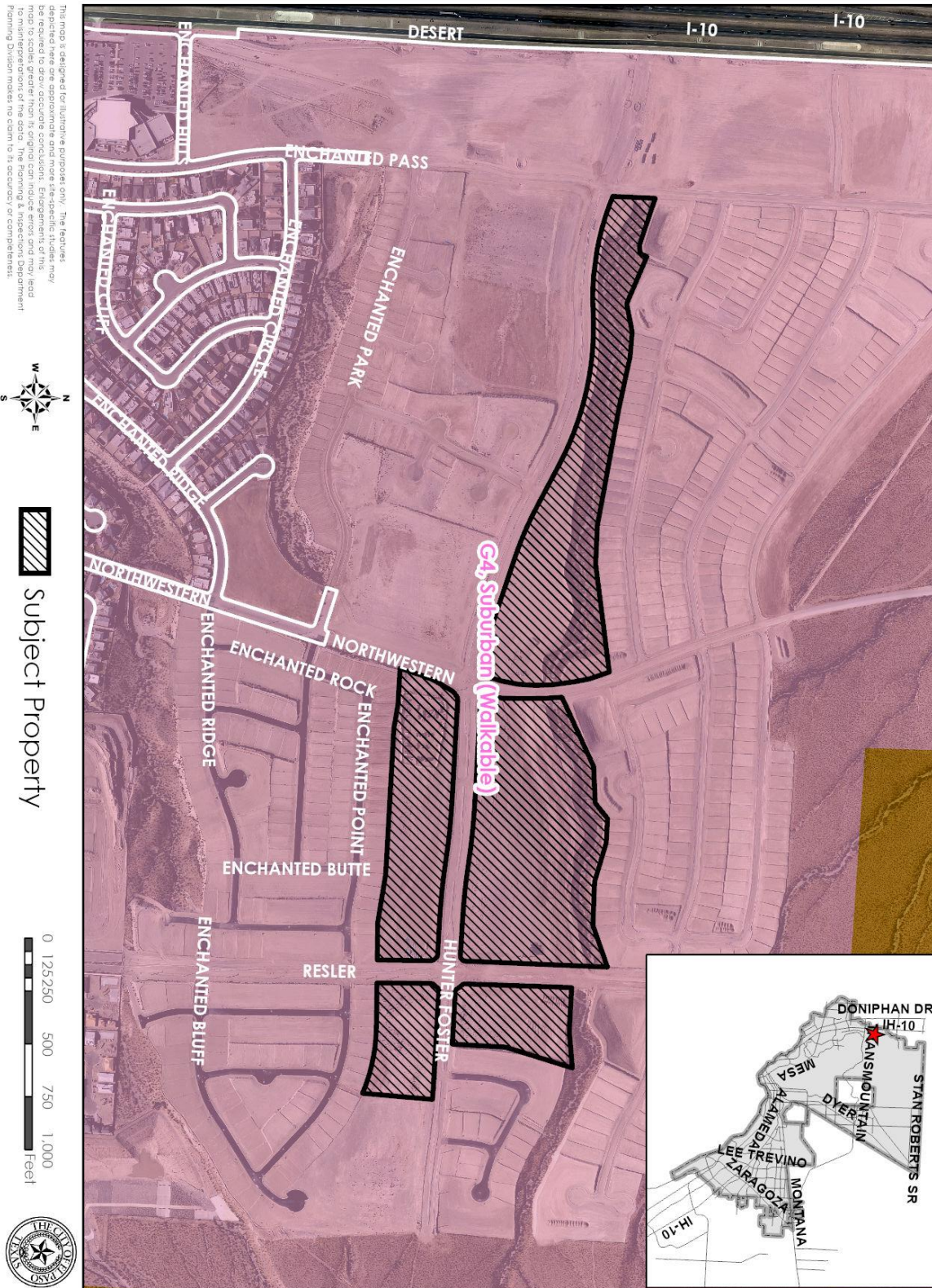
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
2. **Recommend Approval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

ATTACHMENTS:

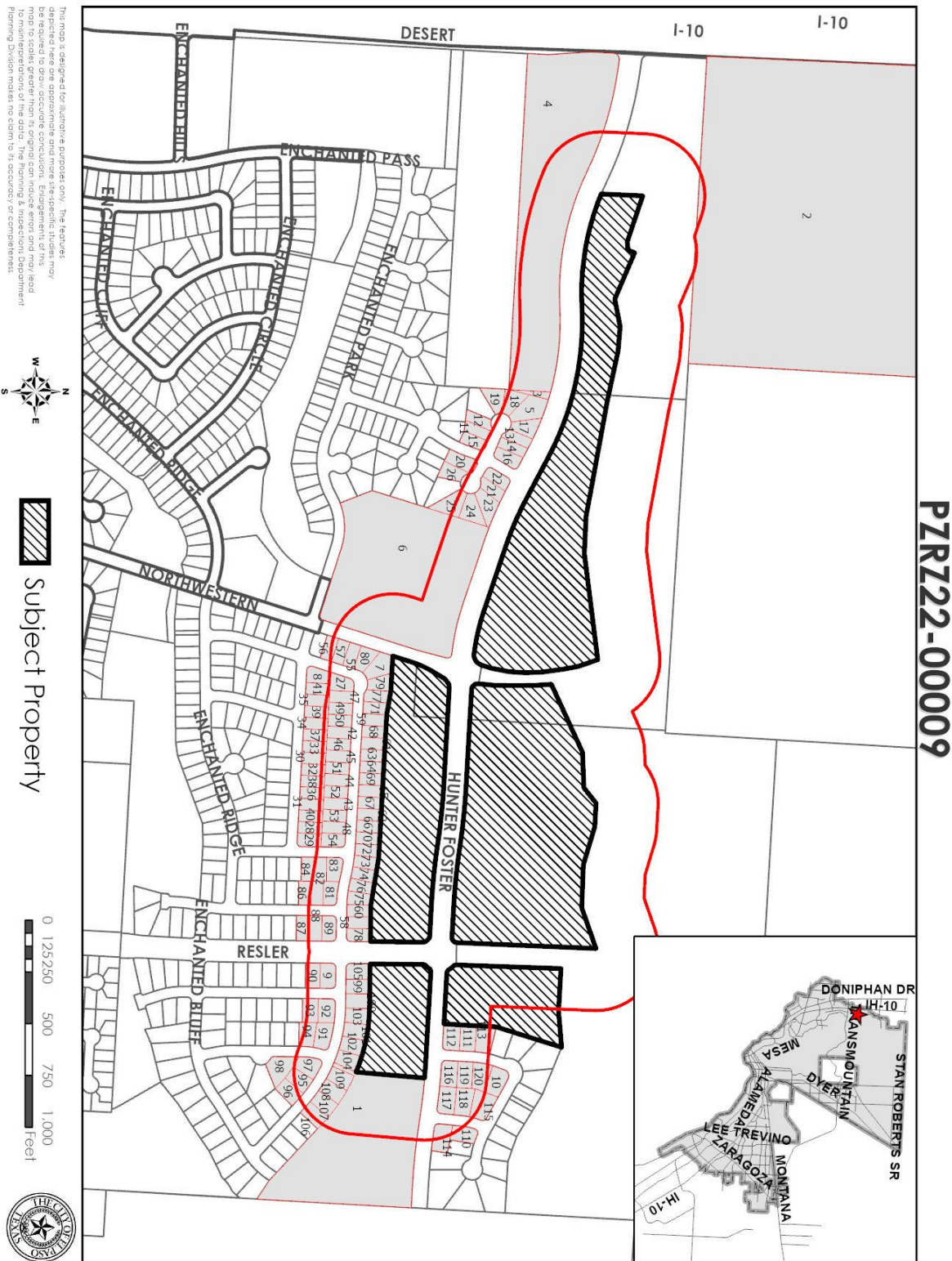
1. Future Land Use Map
2. Neighborhood Notification Boundary Map
3. Generalized Plot Plan
4. Department Comments
5. Special Permit SP-81-18
6. Ordinance No. 16948
7. Ordinance No. 19286

ATTACHMENT 1

PZR22-00009



ATTACHMENT 2



This is a detailed site plan for a proposed development. The plan shows a central area with several building footprints, some of which are labeled 'PROPOSED BUILDING UNIT 201', 'PROPOSED BUILDING UNIT 202', and 'PROPOSED BUILDING UNIT 203'. The surrounding areas are color-coded: yellow for residential or general use, orange for a specific zone, green for landscaped or park areas, and red for a boundary or specific use zone. The plan includes a network of roads, including 'U.S. INTERSTATE HIGHWAY No. 10' at the top, 'MAIN STREET' running horizontally, and 'NORTH MAIN STREET' running vertically. Other roads shown include 'W. 1st Street', 'W. 2nd Street', 'W. 3rd Street', 'W. 4th Street', 'W. 5th Street', 'W. 6th Street', 'W. 7th Street', 'W. 8th Street', 'W. 9th Street', 'W. 10th Street', 'W. 11th Street', 'W. 12th Street', 'W. 13th Street', 'W. 14th Street', 'W. 15th Street', 'W. 16th Street', 'W. 17th Street', 'W. 18th Street', 'W. 19th Street', 'W. 20th Street', 'W. 21st Street', 'W. 22nd Street', 'W. 23rd Street', 'W. 24th Street', 'W. 25th Street', 'W. 26th Street', 'W. 27th Street', 'W. 28th Street', 'W. 29th Street', 'W. 30th Street', 'W. 31st Street', 'W. 32nd Street', 'W. 33rd Street', 'W. 34th Street', 'W. 35th Street', 'W. 36th Street', 'W. 37th Street', 'W. 38th Street', 'W. 39th Street', 'W. 40th Street', 'W. 41st Street', 'W. 42nd Street', 'W. 43rd Street', 'W. 44th Street', 'W. 45th Street', 'W. 46th Street', 'W. 47th Street', 'W. 48th Street', 'W. 49th Street', 'W. 50th Street', 'W. 51st Street', 'W. 52nd Street', 'W. 53rd Street', 'W. 54th Street', 'W. 55th Street', 'W. 56th Street', 'W. 57th Street', 'W. 58th Street', 'W. 59th Street', 'W. 60th Street', 'W. 61st Street', 'W. 62nd Street', 'W. 63rd Street', 'W. 64th Street', 'W. 65th Street', 'W. 66th Street', 'W. 67th Street', 'W. 68th Street', 'W. 69th Street', 'W. 70th Street', 'W. 71st Street', 'W. 72nd Street', 'W. 73rd Street', 'W. 74th Street', 'W. 75th Street', 'W. 76th Street', 'W. 77th Street', 'W. 78th Street', 'W. 79th Street', 'W. 80th Street', 'W. 81st Street', 'W. 82nd Street', 'W. 83rd Street', 'W. 84th Street', 'W. 85th Street', 'W. 86th Street', 'W. 87th Street', 'W. 88th Street', 'W. 89th Street', 'W. 90th Street', 'W. 91st Street', 'W. 92nd Street', 'W. 93rd Street', 'W. 94th Street', 'W. 95th Street', 'W. 96th Street', 'W. 97th Street', 'W. 98th Street', 'W. 99th Street', 'W. 100th Street'. The plan also shows existing infrastructure like 'U.S. INTERSTATE HIGHWAY No. 10' and 'MAIN STREET'. The plan includes labels for 'PROPOSED BUILDING UNIT 201', 'PROPOSED BUILDING UNIT 202', and 'PROPOSED BUILDING UNIT 203'. It also shows existing infrastructure like 'U.S. INTERSTATE HIGHWAY No. 10' and 'MAIN STREET'. The plan includes labels for 'PROPOSED BUILDING UNIT 201', 'PROPOSED BUILDING UNIT 202', and 'PROPOSED BUILDING UNIT 203'. It also shows existing infrastructure like 'U.S. INTERSTATE HIGHWAY No. 10' and 'MAIN STREET'.

ATTACHMENT 4

Planning and Inspections Department - Planning Division

Staff recommend approval with the following conditions:

1. That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.
 - a. This condition shall not apply where the existing arroyo will serve as a natural buffer between the subject properties and residential zone districts or uses.
 - b. The landscaping required under this condition will count towards the landscaping required under Title 18.
2. That a detailed site development plan shall be reviewed and approved per the El Paso City Code prior to the issuance of building permits.
3. That a minimum 500-foot distance be required between any establishments meeting both of the following criteria:
 - a. Establishment deriving 51% or more of their income from the sale of alcoholic beverages for on-premise consumption; and
 - b. Providing outdoor amplified sound.

Planning and Inspections Department – Plan Review & Landscaping Division

No objections to proposed rezoning.

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 – Land Development

No objections to proposed rezoning.

Note: Stormwater drainage has been verified. Rainwater harvesting is recommended at time of development.

Fire Department

Recommend approval. No adverse comments.

Police Department

No comments received.

Environment Services

No adverse comments.

Streets and Maintenance Department

No TIA updated required.

Texas Department of Transportation

No comments received.

Sun Metro

No comments received.

El Paso Water

No comments received.

El Paso Water – Stormwater Engineering

- The parcels north of Hunter Foster Dr. are accommodated in the Drainage Plans for Enchanted Hills Unit 6 and the parcels on the south are accommodated in the Drainage Plans for Enchanted Hills Unit 5.
- EPWater-SW recommends using principles of low impact development (such as recessed landscaping, rainwater harvesting, and porous pavement) to reduce the amount of developed stormwater runoff.

El Paso County 911 District

The 911 District has no comments or concerns regarding this zoning.

El Paso County Water Improvement District #1

Not within the boundaries of EPCWID1.

ATTACHMENT 5

MOTION

April 20, 1982

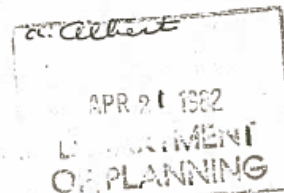
Motion made, seconded and carried that the Land Reclamation Plan for Special Permit #SP-81-18 (in connection with the Borrow Pit, 24.12+/- Acres, Tract 8 Laura E. Mundy Survey #238) be approved as submitted by the applicant, to include the restoration of native plants and topsoil necessary for the growth of said plants, and the vote was as follows:

Ayes: Council Members Scherr, Wagner, Haggerty and Escobar.

Nays: Council Members Fonseca and Divis.

W. L. Rieger, City Clerk

cc: City Engineer
City Planning Department ✓
City Attorney



ATTACHMENT 6

Doc# 20080063082

10G
15/14

CITY CLERK DEPT.

08 JUL 30 AM 8:50

ORDINANCE NO. 016948

AN ORDINANCE CHANGING THE ZONING OF THE FOLLOWING REAL PROPERTY DESCRIBED AS:

PARCEL 1: A PORTION OF TRACTS 8, 9A, 9B1 AND 9C, LAURA E. MUNDY SURVEY NO. 238, CITY OF EL PASO, EL PASO COUNTY, TEXAS, BE CHANGED FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL) AND IMPOSING CONDITIONS; AND,

PARCEL 2: A PORTION OF TRACTS 8, 9A, 9B1 AND 9C, LAURA E. MUNDY SURVEY NO. 238, AND A PORTION OF TRACTS 5A, 5B AND 6, LAURA E. MUNDY SURVEY NO. 237 AND A PORTION OF NELLIE D. MUNDY SURVEY NO. 244, CITY OF EL PASO, EL PASO COUNTY, TEXAS, BE CHANGED FROM R-3 (RESIDENTIAL) TO R-5 (RESIDENTIAL) AND FROM R-3/SP (RESIDENTIAL/SPECIAL PERMIT) TO R-5/SP (RESIDENTIAL/SPECIAL PERMIT); AND,

PARCEL 3: A PORTION OF TRACTS 9A, 9B1 AND 9B, LAURA E. MUNDY SURVEY NO. 238 AND A PORTION OF TRACT 4B, 4B1, 5A, 5B AND 6, LAURA E. MUNDY SURVEY NO. 237, CITY OF EL PASO, EL PASO COUNTY, TEXAS, BE CHANGED FROM R-3 (RESIDENTIAL) TO R-MU (RESIDENTIAL MIXED USE) AND APPROVING A MASTER ZONING PLAN; AND,

PARCEL 4: A PORTION OF TRACTS 9B, LAURA E. MUNDY SURVEY NO. 238, AND A PORTION OF TRACTS 4A, 4B, 4B1, AND 6, LAURA E. MUNDY SURVEY NO. 237 CITY OF EL PASO, EL PASO COUNTY, TEXAS, BE CHANGED FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL) AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

That the zoning of the following property be changed as described below within the meaning of the zoning ordinance and that the zoning map of the City of El Paso be revised accordingly:

Parcel 1: *A portion of Tracts 8, 9A, 9B1 and 9C, Laura E. Mundy Survey No. 238, El Paso County, Texas, and more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from R-3 (Residential) to C-3 (Commercial) and imposing conditions; and,*

Doc #40071v2/Planning/Ord/ZON08-00016 (Rezoning w/conditions)/LCUE

ORDINANCE NO. 016948

Zoning Case No: ZON08-00016

Parcel 2: A portion of Tracts 8, 9A, 9B1 and 9C, Laura E. Mundy Survey No. 238, and a portion of Tracts 5A, 5B and 6, Laura E. Mundy Survey No. 237 and a portion of Nellie D. Mundy Survey No. 244, City of El Paso, El Paso County, Texas, and more particularly described by metes and bounds on the attached Exhibit "B", incorporated by reference, be changed from **R-3 (Residential)** to **R-5 (Residential)** and from **R-3/sp (Residential/special permit)** to **R-5/sp (Residential/special permit)**; and,

Parcel 3: A portion of Tracts 9A, 9B1, and 9B, Laura E. Mundy Survey No. 238, and a portion of Tracts 4B, 4B1, 5A, 5B, and 6, Laura E. Mundy Survey No. 237, City of El Paso, El Paso County, Texas, and more particularly described by metes and bounds on the attached Exhibit "C", incorporated by reference, be changed from **R-3 (Residential)** to **R-MU (Residential Mixed Use)** and approving a Master Zoning Plan, included as Exhibit "E" to this Ordinance; and,

Parcel 4: A portion of Tracts 9B, Laura E. Mundy Survey No. 238, and a portion of Tracts 4A, 4B, 4B1, and 6, Laura E. Mundy Survey No. 237, City of El Paso, El Paso County, Texas, and more particularly described by metes and bounds on the attached Exhibit "D", incorporated by reference, be changed from **R-3 (Residential)** to **C-3 (Commercial)** and imposing conditions.

Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the increased density of use generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

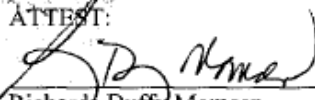
Parcels 1 and 4

A detailed site development plan shall be reviewed approved per the El Paso City Code prior to the issuance of building permits.


A ten (10) foot landscaped buffer be placed abutting all residential uses.

PASSED AND APPROVED this 29th day of July, 2008.

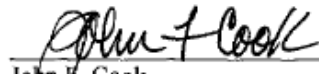
ATTEST:


Richarda Duffy Momsen
City Clerk

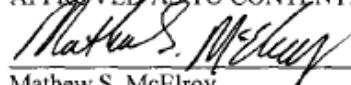
APPROVED AS TO FORM:


Lupe Cuellar
Assistant City Attorney

THE CITY OF EL PASO


John F. Cook
Mayor

APPROVED AS TO CONTENT:


Mathew S. McElroy
Deputy Director - Planning
Development Services Department

CITY CLERK DEPT
08 JUL 30 AM 8:50

Doc #40071v2./Planning/Ord/ZON08-00016 (Rezoning w/conditions)/LCUE

ORDINANCE NO. 016948

Zoning Case No: ZON08-00016

Exhibit "A"

Parcel 1 (C-4)

Being a **42.11 acre** portion of Tracts 8, 9A, 9B1, and 9C,
Laura E. Mundy Survey #238,
City of El Paso, El Paso County, Texas,
February 15, 2008

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a **42.11 acre** portion of Tracts 8, 9A, 9B1, and 9C, Laura E. Mundy Survey #238, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found 2" pipe held for the southeast corner of Laura E. Mundy Survey #238 and the northeast corner of Nellie D. Mundy Survey #239, from which a found 1" pipe held for the southeast corner of Nellie D. Mundy Survey #239 bears South 00°00'02" West a distance of 4,100.21 feet, a found 1" pipe held for the northeast corner of Laura E. Mundy Survey #238 bears North 00°00'02" East a distance of 4,047.02 feet, and a found 1" pipe held for the northwest corner of Nellie D. Mundy Survey #244 bears North 00°00'02" East a distance of 4,790.13 feet; Thence with the common line of Surveys #239 and #238, North 89°59'58" West a distance of 2,654.05 feet to the **"TRUE POINT OF BEGINNING"**.

Thence continuing along said line, **North 89°59'58" West** a distance of **599.59** feet to a point at the westerly right of way line of U.S. Highway No. 10;

Thence with said right of way, **North 00°01'47" East** a distance of **1,091.00** feet to a point of inverse;

Thence with said right of way, **North 07°09'17" East** a distance of **201.56** feet to a point of inverse;

Thence with said right of way, **North 00°01'47" East** a distance of **1,789.53** feet to a point the southwest corner of Tract 9B2;

Thence along a line common to said Tract 9B2 and Tract 9B1, **North 89°59'55" East** a distance of **559.44** feet to a point;

Thence leaving said common line, **South 00°01'37" West** a distance of **960.78** feet to a point of curvature;

Thence, **243.55** feet along the arc of a curve to the left which has a radius of **750.00** feet, a central angle of **18°36'21"**, a tangent of 122.86 feet, and a chord which bears South 09°16'33" East a distance of 242.48 feet to a point of tangency;

Thence, **South 18°34'44" East** a distance of **34.63** feet to a point of curvature;

Exhibit "A"

Thence, **567.48** feet along the arc of a curve to the right which has a radius of **1,000.00** feet, a central angle of **32°30'51"**, a tangent of 291.61 feet, and a chord which bears South 02°19'18" East a distance of 559.90 feet to a point of tangency;

Thence, **South 13°56'07" West** a distance of **120.12** feet to a point of curvature;


Thence, **242.75** feet along the arc of a curve to the left which has a radius of **1,000.00** feet, a central angle of **13°54'31"**, a tangent of 121.98 feet, and a chord which bears South 06°58'52" West a distance of 242.16 feet to a point of tangency;

Thence, **South 00°01'36" West** a distance of **931.24** feet to **"TRUE POINT OF BEGINNING"** and containing in all **1,834,203 square feet** or **42.11 acres** of land more or less.

A Zoning Map dated February 15, 2008 accompanies this metes and bounds description.

016948
05/05/22 PM 12:06




Ron R. Conde
R.P.L.S. No. 5152

job 1207-76

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

016948

Exhibit "B"

Parcel 2 (R-5)

Being a portion of Tracts 8, 9A, 9B1, and 9C,
Laura E. Mundy Survey #238, and
A portion of Tracts 5A, 5B, and 6,
Laura E. Mundy Survey #237, and
A portion of Nellie D. Mundy Survey #244,
City of El Paso, El Paso County, Texas,
February 15, 2008

CITY OF EL PASO
COUNTY CLERK
JAN 13 2008

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tracts 8, 9A, 9B1, and 9C, Laura E. Mundy Survey #238, and a portion of Tracts 5A, 5B, and 6, Laura E. Mundy Survey #237, and a portion of Nellie D. Mundy Survey #244, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

The **"TRUE POINT OF BEGINNING"** being a found 2" pipe held for the southeast corner of Laura E. Mundy Survey #238 and the northeast corner of Nellie D. Mundy Survey #239, from which a found 1" pipe held for the southeast corner of Nellie D. Mundy Survey #239 bears South 00°00'02" West a distance of 4,100.21 feet, a found 1" pipe held for the northeast corner of Laura E. Mundy Survey #238 bears North 00°00'02" East a distance of 4,047.02 feet, and a found 1" pipe held for the northwest corner of Nellie D. Mundy Survey #244 bears North 00°00'02" East a distance of 4,790.13 feet;

Thence with the common line of Surveys #239 and 238, **North 89°59'58" West** a distance of **2,654.05** feet to a point;

Thence leaving said line, **North 00°01'36" East** a distance of **931.24** feet to a point of curvature;

Thence, **242.75** feet along the arc of a curve to the right which has a radius of **1,000.00** feet, a central angle of **13°54'31"**, a tangent of 121.98 feet, and a chord which bears North 06°58'52" East a distance of 242.16 feet to a point of tangency;

Thence, **North 13°56'07" East** a distance of **120.12** feet to a point of curvature;

Thence, **567.48** feet along the arc of a curve to the left which has a radius of **1,000.00** feet, a central angle of **32°30'51"**, a tangent of 291.61 feet, and a chord which bears North 02°19'18" West a distance of 559.90 feet to a point of tangency;

Thence, **North 18°34'44" West** a distance of **34.63** feet to a point of curvature;

Thence, **243.55** feet along the arc of a curve to the right which has a radius of **750.00** feet, a central angle of **18°36'21"**, a tangent of 122.86 feet, and a chord which bears North 09°16'33" West a distance of 242.48 feet to a point of tangency;

Thence, **North 00°01'37" East** a distance of **960.78** feet to a point at the south line of Tract 9B2;

Thence along a line common to said Tract 9B2 and Tract 9B1, **North 89°59'55" East** a distance of **1,065.94** feet to a point at the southeast corner of Tract 9B2;

Thence leaving said line, **South 00°00'05" East** a distance of **242.13** feet to a point;

Thence, **South 75°28'56" East** a distance of **1,226.61** feet to a point;

Thence, **North 14°31'04" East** a distance of **621.01** feet to a point of curvature;

Exhibit "B"

Thence, **878.36** feet along the arc of a curve to the left which has a radius of **1,250.00** feet, a central angle of **40°15'39"**, a tangent of 458.18 feet, and a chord which bears North 05°36'46" West a distance of 860.39 feet to a point of reverse curvature;

Thence, **3239.16** feet along the arc of a curve to the right which has a radius of **5,250.00** feet, a central angle of **35°21'02"**, a tangent of 1672.99 feet, and a chord which bears North 08°04'04" West a distance of 3188.03 feet to a point;

Thence, **South 89°59'59" East** a distance of **790.09** feet to a point at a line common to Laura E. Mundy Survey #237 and Nellie D. Mundy Survey #245;

Thence with said common line, **South 00°00'05" East** a distance of **2,354.76** feet to a found 1" pipe held for the northwest corner of Nellie D. Mundy Survey #244 and the southwest corner of Nellie D. Mundy Survey #245;

Thence with the common line of said Surveys #244 and #245, **North 89°59'36" East** a distance of **2,371.12** feet to a found 1 1/2" pipe held for the northeast corner of Nellie D. Mundy Survey #244;

Thence with the east line of said Survey #244, **South 00°00'19" West** a distance of **3,122.87** feet to a found 1" pipe held for the southeast corner of the northerly 170 acres of Nellie D. Mundy Survey #244 as referenced by that parcel described in Book 2354, Page 1678, recorded with the El Paso County Real Property Records;

Thence with the south line said parcel, **South 89°59'35" West** a distance of **2,370.86** feet to a point at a line common to Nellie D. Mundy Survey #244 and Laura E. Mundy Survey #238, from which a found 1 1/2" pipe bears North 89°59'35" East a distance of 0.23 feet;

Thence with said common line, **South 00°00'02" West** a distance of **1,667.24** feet to **"TRUE POINT OF BEGINNING"** and containing in all **17,578,546 square feet** or **403.55 acres** of land more or less.

A Zoning Map dated February 15, 2008 accompanies this metes and bounds description.



R R Conde
R.P.L.S. No. 5152

job 1207-76

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

Exhibit "C"

Parcel 3 (RMU)

Being a portion of Tracts 9A, 9B1, and 9B,
Laura E. Mundy Survey #238, and
a portion of Tracts 4B, 4B1, 5A, 5B, and 6,
Laura E. Mundy Survey #237,
City of El Paso, El Paso County, Texas,
February 15, 2008

CITY CLERK
OFFICE
4000
05

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tracts 9A, 9B1, and 9B, Laura E. Mundy Survey #238, and a portion of Tracts 4B, 4B1, 5A, 5B, and 6, Laura E. Mundy Survey #237, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

The "TRUE POINT OF BEGINNING" being a found $\frac{1}{2}$ " rebar with cap "TX 4869" at the northeast corner of Laura E. Mundy Survey #237 and the southeast corner of Laura E. Mundy Survey #234, from which a found 1" pipe held for the northwest corner of Nellie D. Mundy Survey #244 bears North 00°00'02" East a distance of 4,790.13 feet;

Thence with the east line of said Survey #237, **South 00°00'05" East** a distance of **875.00** feet to a point;

Thence leaving said survey line, **North 89°59'59" West** a distance of **790.09** feet to a point on a curve;

Thence, **3,239.16** feet along the arc of a curve to the left which has a radius of **5,250.00** feet, a central angle of **35°21'02"**, a tangent of 1672.99 feet, and a chord which bears South 08°04'04" East a distance of 3188.03 feet to a point of reverse curvature;

Thence, **878.36** feet along the arc of a curve to the right which has a radius of **1,250.00** feet, a central angle of **40°15'39"**, a tangent of 458.18 feet, and a chord which bears South 05°36'46" East a distance of 860.39 feet to a point of tangency;

Thence, **South 14°31'04" West** a distance of **621.01** feet to a point;

Thence, **North 75°28'56" West** a distance of **1,226.61** feet to a found $\frac{1}{2}$ " rebar with cap "TX 2027" at the northeast corner of Tract 9B2 and the southeast corner of Tract 9B;

Thence along a line common to said Tracts 9B2 and Tract 9B, **North 00°00'05" West** a distance of **552.81** feet to a point;

Exhibit "C"

Thence leaving said line, **South 89°59'55" West** a distance of **1,000.78** feet to a point;

Thence, **North 00°01'37" East** a distance of **3,092.86** feet to a point;

Thence, **North 16°42'09" East** a distance of **348.49** feet to a point;

Thence, **North 00°01'37" East** a distance of **1,201.94** feet to a point at a line common to Laura E. Mundy Survey #237 and Laura E. Mundy Survey #234;

Thence with said common line, **North 89°59'55" East** a distance of **2,500.24** feet to **"TRUE POINT OF BEGINNING"** and containing in all **10,366,445** square feet or **237.98** acres of land more or less.

A Zoning Map dated February 15, 2008 accompanies this metes and bounds description.

OFFICE OF THE
COUNTY CLERK
EL PASO COUNTY
140007 112006



job 1207-76

Ron R. Conde
R.P.L.S. No. 5152

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

016948

Exhibit "D"

Parcel 4 (C-4)

Being a portion of Tracts 9B,
Laura E. Mundy Survey #238, and
a portion of Tracts 4A, 4B, 4B1, and 6,
Laura E. Mundy Survey #237,
City of El Paso, El Paso County, Texas,
February 15, 2008

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tracts 9B, Laura E. Mundy Survey #238, and a portion of Tracts 4A, 4B, 4B1, and 6, Laura E. Mundy Survey #237, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found $\frac{3}{4}$ " rebar with cap "TX 4869" at the northeast corner of Laura E. Mundy Survey #237 and the southeast corner of Laura E. Mundy Survey #234, from which a found 1" pipe held for the northwest corner of Nellie D. Mundy Survey #244 bears North $00^{\circ}00'02''$ East a distance of 4,790.13 feet; Thence along a line common to Laura E. Mundy Survey #237 and Laura E. Mundy Survey #234, South $89^{\circ}59'55''$ West a distance of 2,500.24 feet to the "TRUE POINT OF BEGINNING".

Thence leaving said line, South $00^{\circ}01'37''$ West a distance of 1,201.94 feet to a point;

Thence, South $16^{\circ}42'09''$ West a distance of 348.49 feet to a point;

Thence, South $00^{\circ}01'37''$ West a distance of 3,092.86 feet to a point at a line common to Tracts 9B2 and Tract 9B;

Thence with said common line, South $89^{\circ}59'55''$ West a distance of 624.42 feet to a point at the westerly right of way line of U.S. Highway No. 10;

Thence with said right of way, North $00^{\circ}01'47''$ East a distance of 100.41 feet to a point;

Thence with said right of way, North $07^{\circ}05'43''$ West a distance of 201.56 feet to a point;

Thence with said right of way, North $00^{\circ}01'47''$ East a distance of 3,025.86 feet to a point;

Thence with said right of way, North $45^{\circ}01'47''$ East a distance of 141.42 feet to a found 4"x 4" concrete TX.D.O.T right of way marker;

Exhibit "D"

Thence with said right of way, **South 89°58'13" East** a distance of **375.00** feet to a found 4"x 4" concrete TX.D.O.T right of way marker;

Thence with said right of way, **North 00°01'47" East** a distance of **550.15** feet to a found 4"x 4" concrete TX.D.O.T right of way marker;

Thence with said right of way, **North 89°58'13" West** a distance of **375.00** feet to a found 4"x 4" concrete TX.D.O.T right of way marker;


Thence with said right of way, **North 44°58'13" West** a distance of **141.42** feet to a found 4"x 4" concrete TX.D.O.T right of way marker;

Thence with said right of way, **North 00°01'47" East** a distance of **552.15** feet to a point at the intersection of said right of way line with the common line of Laura E. Mundy Survey #237 and Laura E. Mundy Survey #234;

Thence with said common line, **North 89°59'55" East** a distance of **749.20** feet to **"TRUE POINT OF BEGINNING"** and containing in all **2,865,943** square feet or **65.79** acres of land more or less.

A Zoning Map dated revised February 15, 2008 accompanies this metes and bounds description.

016948
001207-76
1207-76


Ron R. Conde
R.P.L.S. No. 5152



job 1207-76

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

016948

**ENCHANTED HILLS
MASTER ZONING PLAN**

Date: February 18, 2008

3. To encourage the following: mixture of housing types and densities, green(er) open space areas, provide multi-modal form of transportation (pedestrian-friendly), mixed use (residential, office, commercial), and to provide form and continuity of building and street spaces.

The 2025 El Paso Comprehensive Plan designates this area as Mixed-Use and a portion as Industrial. The proposed Enchanted Hills Master Plan does designate the 1-10 acreage as Heavy Commercial / Industrial, then the Mixed Use area, transitioned to and Single Family as we move toward the Franklin Plan. Mountain.

Proposed Land Use	Percent of Developments	Setbacks	Lot Sizes	Min. Front and Side Yards	Min. Rear and Side Yards	Building Height	Buffer	Phase	Timing
1.00 Agricultural Vetinary Treatment (Small)	n/a		1/2 Acre Minimum	50%	10' Front / 10' Side	25' Maximum	Landscape Only	10	10 years
2.00 Commercial Storage Self Storage	n/a		1/2 Acre Minimum	75%	n/a	25' Maximum	Landscape Only	10	10 years
3.00 Educational: Art Gallery Child Care Facility	1%		n/a	75%	n/a	45' Maximum	n/a	10	10 years
			1/2 Acre Minimum	50%	n/a	25' Maximum	n/a	5	5 years
Church Community Recreational Center Library / Museum	n/a		1 Acre Minimum	50%	20' Front / 10' Side 20' Rear	45' Maximum	Landscape Only	10	10 years
	n/a		1/2 Acre Minimum	50%	n/a	45' Maximum	Landscape Only	10	10 years
School	n/a		5 Acre Minimum	50%	20' Front / 10' Side 20' Rear	45' Maximum	Landscape Only	10	10 years
4.00 Office Bank / ATM Offices (Business, Medical, Professional)	3%		1/2 Acre Minimum	75%	20' Rear	25' Maximum	Landscape Only	5	5 years
	n/a		n/a	75%	n/a	45' Maximum	n/a	5	5 years
Studio (Dance/Music/Photography)	n/a		n/a	75%	n/a	45' Maximum	n/a	5	5 years
5.00 Medical Clinic	2%								
	n/a		n/a	75%	n/a	25' Maximum	Landscape Only	10	10 years
Drug Store/Pharmacy	n/a		n/a	75%	n/a	25' Maximum	Landscape Only	5	5 years

POOR QUALITY ORIGINAL
BEST AVAILABLE IMAGE

2025-09-29 14:12:07

Exhibit "E"

ENCHANTED HILLS
MASTER ZONING PLAN

Date: February 18, 2008

Proposed Land Use	Percent of Development	Density	Lot Size	Lot Coverage	Front/Back/Side Yard Setbacks	Building Height	Buffer	Phase	Timing
Hospital		n/a	1 Acre Minimum	50%	20' Front / 10' Side / 20' Rear	45' Maximum	Landscape Only	10	10 years
Assisted Living (Elderly Care)			1 Acre Minimum	50%	n/a	25' Maximum	Landscape Only	5	5 years
Personal Services	2%								
Barber Shop/Beauty Salon		n/a	n/a	75%	n/a	25' Maximum	n/a	5	5 years
Dry Cleaning		n/a	2,500 Sq. Ft.	75%	n/a	25' Maximum	n/a	5	5 years
Laundromat		n/a	n/a	75%	n/a	25' Maximum	n/a	5	5 years
Shoe Shop/Repair		n/a	n/a	75%	n/a	25' Maximum	n/a	5	5 years
Recreational	25%								
Athletic Facility		n/a	n/a	50%	n/a	45' Maximum	Landscape Only	5	5 years
Open Space		n/a	n/a	50%	n/a	n/a	n/a	1	1 years
Park		n/a			n/a	n/a	n/a	3	3 years
Racquetball Club		n/a	1 Acre Maximum	75%	10' Front / 10' Side / 20' Rear	45' Maximum	Landscape Only	10	10 years
Swimming Pool		n/a	2 Acre Maximum	75%	10' Front / 10' Side / 20' Rear	45' Maximum	Landscape Only	10	10 years
Tennis Club		n/a	4 Acre Maximum	75%	10' Front / 10' Side / 20' Rear	25' Maximum	Landscape Only	10	10 years
Residential	60%								
Apartment	(10%)	14 / Acres	n/a	75%	n/a	45' Maximum	n/a	1	1 year
Duplex	(6%)	6 / Acres	6,000 Sq. Ft. Minimum	50%	10' Front / 15' Rear	25' Maximum	n/a	1	1 year
Quadruplex	(2%)	10 / Acres	8,000 Sq. Ft. Minimum	50%	10' Front / 15' Rear	25' Maximum	n/a	1	1 year
Single Family (Attached/Detached)	(40%)	14 / Acres	5,000 Sq. Ft. / 4,000 Sq. Ft. Minimum	50%	10' Front / 15' Rear	25' Maximum	n/a	1	1 year
Triplex	(2%)	8 / Acres	7,000 Sq. Ft. Minimum	50%	10' Front / 15' Rear	25' Maximum	n/a	1	1 year
Sales	7%								
Bakery		n/a	n/a	75%	n/a	25' Maximum	n/a	5	5 years
Book Store		n/a	n/a	75%	n/a	25' Maximum	n/a	5	5 years
Bedroom		n/a	n/a	75%	n/a	25' Maximum	n/a	5	5 years
Convenience Store w/ Gas Pump		n/a	1/4 Acre Minimum	50%	10' Front / 10' Side / 20' Rear	25' Maximum	n/a	5	5 years
Delicatessen		n/a	n/a	75%	n/a	25' Maximum	n/a	5	5 years

POOR QUALITY ORIGINAL
BEST AVAILABLE IMAGE

1.230 PM 3/1/10

Exhibit "E"

ENCHANTED HILLS
MASTER ZONING PLAN

Date: February 18, 2008

Proposed Land Use	Permitted Development	Density	Lot Size	Front Coverage	Yard Setbacks	Building Height	Buffer	Phase	Timing
Flower Shop		n/a	n/a	75%	n/a	25' Maximum	n/a	5	5 years
Grocery		n/a	n/a	75%	n/a	25' Maximum	n/a	5	5 years
Ice Cream Parlor		n/a	n/a	75%	n/a	25' Maximum	n/a	5	5 years
Meditation		n/a	n/a	75%	n/a	25' Maximum	n/a	5	5 years
Nursery (Green House)		n/a	1/2 Acre Minimum	25%	10' Front / 10' Side / 20' Rear	25' Maximum	n/a	5	5 years
Office Retail (Low Volume)		n/a	n/a	75%	n/a	25' Maximum	n/a	5	5 years
Package Liquor Store		n/a	n/a	50%	10' Front / 10' Side / 20' Rear	25' Maximum	n/a	5	5 years
Shopping Center Community		n/a	8 Acre Minimum			25' Maximum	Landscape Only	5	5 years
17.00 Towers Personal Services Wireless Facility (17.02-17.05)		n/a	n/a	n/a	n/a	n/a	Landscape Only	5	5 years
19.00 Utility & Miscellaneous Government Use Building Major Utility Facility		n/a	n/a	75%	n/a	25' Maximum	Landscape Only	5	5 years
		n/a	n/a	75%	n/a	25' Maximum	Landscape Only	5	5 years

Proposed mix of uses:

A. Residential/ Office/Retail: to include 13.0 (Single Family, Duplex and Triplex); 4.0 (Business office); 14.0 (other retail low volume, convenience store)

B. Multi-Family/ Office/ Commercial: to include 1.0, 2.0, 4.0, 6.0, 10.0, 13.0 (Apartment, and Quadplex); 14.0, 17.0, and 19.0

C. Educational/ Recreational/ Office/ Retail: to include 3.0, 11.0, 4.0 (Studio); 14.0 (book store, deli/casual, ice cream Parlor)

POOR QUALITY ORIGINAL
BEST AVAILABLE IMAGE

016948

LO-2114 06-18-03
L20-2114-03

ATTACHMENT 7

47

019286

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF THE FOLLOWING REAL PROPERTY KNOWN AS:

PARCEL 1: A PORTION OF TRACTS 4B, 4B1, 5A, 5A1, AND 6, LAURA E. MUNDY SURVEY 237; TRACTS 9B AND 9B1, LAURA E. MUNDY SURVEY NO. 238; AND PORTION OF ENCHANTED HILLS UNIT FIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-MU (RESIDENTIAL MIXED USE) TO R-5 (RESIDENTIAL) AND,

PARCEL 2: A PORTION OF TRACTS 9B, 9B1, AND 9B2, LAURA E. MUNDY SURVEY NO. 238; AND PORTION OF LOTS 2 THRU 5, 9 THRU 12, AND 21 THRU 24, BLOCK 23, ENCHANTED HILLS 5, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-3 (RESIDENTIAL), R-5/SP (RESIDENTIAL/SPECIAL PERMIT), AND R-MU (RESIDENTIAL MIXED USE) TO C-2 (COMMERCIAL); AND,

PARCEL 3: A PORTION OF TRACT 9B2, LAURA E. MUNDY SURVEY NO. 238, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL), AND IMPOSING CONDITIONS.

THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of *Parcel 1*: a portion of Tracts 4B, 4B1, 5A, 5A1, and 6, Laura E. Mundy Survey 237; Tracts 9B and 9B1, Laura E. Mundy Survey No. 238; and portion of Enchanted Hills Unit Five, 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; and, *Parcel 2*: a portion of Tracts 9B, 9B1, and 9B2, Laura E. Mundy Survey No. 238; and portion of Lots 2 thru 5, 9 thru 12, and 21 thru 24, Block 23, Enchanted Hills 5, 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; and, *Parcel 3*: a portion of Tract 9B2, Laura E. Mundy Survey No. 238, 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 as listed for **PARCEL 1: FROM R-MU (RESIDENTIAL MIXED USE) TO R-5 (RESIDENTIAL); PARCEL 2: FROM R-3 (RESIDENTIAL), R-5/SP (RESIDENTIAL/SPECIAL PERMIT), AND R-MU (RESIDENTIAL MIXED USE) TO C-2 (COMMERCIAL); and PARCEL 3: FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL),** as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the increase of use intensity generated by the change of zoning in order to protect the health, safety and welfare of the residents of the City:

ORDINANCE NO. **019286**

Zoning Case No: PZRZ21-00024

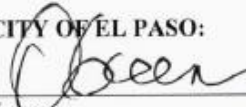
Rezoning Ordinance | PZRZ21-00024 | Northwestern | Hunter Foster | Enchanted Pass
21-1007-2823 | 1133725 | EAS

1. On Parcel 2, a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at thirty feet (30') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.
2. That a detailed site development plan shall be reviewed and approved per the El Paso City Code prior to the issuance of building permits for Parcel 2.
3. That a detailed site development plan shall be reviewed and approved per the El Paso City Code prior to the issuance of building permits for Parcel 3.
4. That prior to the issuance of certificates of occupancy for Parcel 1, 2, and 3, the rezonings for the properties identified as "future commercial" on Exhibit B be submitted and processed by the City.



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 1st day of February, 2022.


THE CITY OF EL PASO:


Oscar Leiser
Mayor

ATTEST:



Laura D. Frine
City Clerk

APPROVED AS TO FORM:


Evy A. Sotelo
Assistant City Attorney

APPROVED AS TO CONTENT:


Philip F. Etiwe, Director
Planning & Inspections Department

019286

ORDINANCE NO. _____

Rezoning Ordinance | PZRZ21-00024 | Northwestern | Hunter Foster | Enchanted Pass
21-1007-2823 | 1133725 | EAS

Zoning Case No: PZRZ21-00024

EXHIBIT "A"

Prepared for: Southwest Land Development Services
August 9, 2021. (Parcel I)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tracts 4B, 4B1, 5A, 5A1, and 6, Laura E. Mundy Survey 237; Tracts 9B and 9B1, Laura E. Mundy Survey No. 238; and portion of Enchanted Hills Unit Five as recorded in Clerks File No. 20210037543, Real Property Records of El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a City of El Paso brass disk monument at the centerline intersection of Enchanted Path Drive and Enchanted Circle Dr., as shown on plat of Enchanted Hills Unit Three recorded in Clerks File No. 20210037543, Real Property Records of El Paso County, Texas, from which an existing brass disk City monument at the centerline intersection of Enchanted Pass Drive and Enchanted Park Drive bears, North 04°47'05" East a distance of 595.27 feet; Thence North 64°48'49" East a distance of 1241.03 feet to a point for THE "TRUE POINT OF BEGINNING";

Thence, North 03°12'44" East a distance of 242.18 feet to a set ½" rebar with cap marked TX 5152 on the westerly boundary line of Block 23 out of Enchanted Hills 5 recorded in Clerks File No. 20210037543, Real Property Records of El Paso County, Texas;

Thence along said boundary line, North 03°12'50" East a distance of 310.68 feet to a set ½" rebar with cap marked TX 5152;

Thence along said boundary line, North 14°04'05" East a distance of 195.56 feet to a set ½" rebar with cap marked TX 5152 on the southerly right of way line of Hunter Foster Drive;

Thence along said right of way line, 450.82 feet along the arc of a curve to the left, which has a radius of 1292.00 feet, a central angle of 19°59'33", a chord which bears North 82°57'16" West a distance of 448.54 feet to a set ½" rebar with cap marked TX 5152;

Thence along said right of way line, 598.55 feet along the arc of a curve to the right, which has a radius of 1358.00 feet, a central angle of 25°15'13", a chord which bears North 80°19'26" West a distance of 593.72 feet to a set ½" rebar with cap marked TX 5152;

Thence leaving said right of way, North 03°14'26" East a distance of 2803.92 feet to a set ½" rebar with cap marked TX 5152 point;

Thence, North 19°54'58" East a distance of 348.49 feet to a set ½" rebar with cap marked TX 5152;

Thence, North 03°14'26" East a distance of 1202.02 feet to a set ½" rebar with cap marked TX 5152 on the common line of Laura E. Mundy Surveys No. 234 and 237;

Thence along said line, South 86°47'10" East a distance of 2500.24 feet to a set ½" rebar with cap marked TX 5152 on the common line of Laura E. Mundy Surveys No. 234 and 245;

Thence along said line, South 03°12'50" West a distance of 875.00 feet to a set ½" rebar with cap marked TX 5152;

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79936 / (915) 592-0283 FAX (915) 592-0286
FIRM NO. 10078100

Thence leaving said line, North $86^{\circ}47'10''$ West a distance of 790.06 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 for a point of curve;

Thence, 3239.16 feet along the arc of a curve to the left, which has a radius of 5250.00 feet, a central angle of $35^{\circ}21'02''$, a chord which bears South $04^{\circ}51'15''$ East a distance of 3188.03 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 for a point of reverse curve;

Thence, 878.35 feet along the arc of a curve to the right, which has a radius of 1250.00 feet, a central angle of $40^{\circ}15'38''$, a chord which bears South $02^{\circ}23'56''$ East a distance of 860.39 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence, South $17^{\circ}43'53''$ West a distance of 621.01 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence, North $72^{\circ}16'07''$ West a distance of 1226.61 feet to the "TRUE POINT OF BEGINNING" and containing 10,133,777 square feet or 232.64 acres of land more or less.

NOTE: A drawings of even date accompanies this description.


Ron R. Conde
R.P.L.S. No. 5152
Job# 621-10



CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79936 / (915) 592-0283 FAX (915) 592-0286
FIRM NO. 10078100

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tracts 9B, 9B1, and 9B2, Laura E. Mundy Survey No. 238; and portion of lots 2 thru 5, 9 thru 12, and 21 thru 24, block 23, Enchanted Hills 5 as described in deed recorded in Clerks File No. 20210037543, Real property records of El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a City of El Paso brass disk monument at the centerline intersection of Enchanted Path Drive and Enchanted Circle Dr., as shown on plat of Enchanted Hills Unit Three recorded in Clerks File No. 20210037543, Real Property Records of El Paso County, Texas, from which an existing brass disk City monument at the centerline intersection of Enchanted Pass Drive and Enchanted Park Drive bears, North 04°47'05" East a distance of 595.27 feet; Thence North 04°22'16" East a distance of 832.62 feet to a set ½" rebar with cap marked TX 5152 for THE "TRUE POINT OF BEGINNING";

Thence, North 03°12'50" East a distance of 15.00 feet to a set ½" rebar with cap marked TX 5152 for a point of curve;

Thence 139.90 feet along the arc of a curve to the right, which has a radius of 500.00 feet, a central angle of 16°01'53", a chord which bears North 11°13'46" East a distance of 139.44 feet to a set ½" rebar with cap marked TX 5152;

Thence 111.92 feet along the arc of a curve to the left, which has a radius of 400.00 feet, a central angle of 16°01'53", a chord which bears North 11°13'46" East a distance of 111.55 feet to a set ½" rebar with cap marked TX 5152;

Thence, North 03°12'50" East a distance of 216.72 feet to a set ½" rebar with cap marked TX 5152;

Thence 118.57 feet along the arc of a curve to the right, which has a radius of 400.00 feet, a central angle of 16°59'02", a chord which bears North 11°42'21" East a distance of 118.14 feet to a set ½" rebar with cap marked TX 5152;

Thence 9.57 feet along the arc of a curve to the left, which has a radius of 500.00 feet, a central angle of 01°05'48", a chord which bears North 19°38'58" East a distance of 9.57 feet to a point on the southerly right of way line on Hunter Foster Dr. as referenced on plat of Enchanted Hills Five recorded in Clerks File No. 20210037543, Real property records of El Paso County, Texas;

Thence along said right of way line the following 3 courses:

20.19 feet along the arc of a curve to the left, which has a radius of 1358.00 feet, a central angle of 00°51'07", a chord which bears South 67°16'16" East a distance of 20.16 feet to a set ½" rebar with cap marked TX 5152;

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79936 / (915) 592-0283 FAX (915) 592-0286
FIRM NO. 10078100

598.55 feet along the arc of a curve to the left, which has a radius of 1358.00 feet, a central angle of $25^{\circ}15'13''$, a chord which bears South $80^{\circ}19'26''$ East a distance of 593.72 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152;

450.82 feet along the arc of a curve to the right, which has a radius of 1292.00 feet, a central angle of $19^{\circ}59'33''$, a chord which bears South $82^{\circ}57'16''$ East a distance of 448.54 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence leaving said right of way line and along the westerly line of Block 23, Enchanted Hills Unit Five, South $14^{\circ}04'05''$ West a distance of 195.56 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence along said line, South $03^{\circ}12'50''$ West a distance of 310.68 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence along said line, South $06^{\circ}33'45''$ West a distance of 103.69 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence leaving said line, North $81^{\circ}07'01''$ West a distance of 1047.91 feet to a point;

Thence, North $86^{\circ}47'10''$ West a distance of 26.00 feet to the "TRUE POINT OF BEGINNING" and containing 625,722.06 square feet or 14.365 acres of land more or less.

NOTE: A drawings of even date accompanies this description.


Ron R. Conde
R.P.L.S. No. 5152
Job# 621-10



CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79936 / (915) 592-0283 FAX (915) 592-0286
FIRM NO. 10078100

Prepared for: Southwest Land Development Services
August 9, 2021. (Parcel III)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tract 9B2, Laura E. Mundy Survey No. 238, City of El Paso, el Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a City of El Paso brass disk monument at the centerline intersection of Enchanted Path Drive and Enchanted Circle Dr., as shown on plat of Enchanted Hills Unit Three recorded in Clerks File No. 20210037543, Real Property Records of El Paso County, Texas, from which an existing brass disk City monument at the centerline intersection of Enchanted Pass Drive and Enchanted Park Drive bears, North 04°47'05" East a distance of 595.27 feet; Thence North 04°22'16" East a distance of 832.62 feet to a set ½" rebar with cap marked TX 5152 for THE "TRUE POINT OF BEGINNING";

Thence, North 86°47'10" West a distance of 551.09 feet to a point on the westerly right of way line of U.S. Interstate Highway No. 10;

Thence along said right of way line, North 03°14'26" East a distance of 310.68 feet to a point;

Thence leaving said right of way line, South 86°47'10" East a distance of 585.95 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 03°12'50" West a distance of 47.13 feet to a set ½" rebar with cap marked TX 5152 for a point of curve;

Thence 111.92 feet along the arc of a curve to the right, which has a radius of 400.00 feet, a central angle of 16°01'53", a chord which bears South 11°13'46" West a distance of 111.55 feet to a set ½" rebar with cap marked TX 5152;

Thence 139.90 feet along the arc of a curve to the left, which has a radius of 500.00 feet, a central angle of 16°01'53", a chord which bears South 11°13'46" West a distance of 139.44 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 03°12'50" West a distance of 15.00 feet to the "TRUE POINT OF BEGINNING" and containing 177,026.93 square feet or 4.064 acres of land more or less.

NOTE: A drawings of even date accompanies this description.


Ron R. Conde
R.P.L.S. No. 5152
Job# 621-10



CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79936 / (915) 592-0283 FAX (915) 592-0286
FIRM NO. 10078100



Legislation Text

File #: 22-755, 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, 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. PZST22-00004, to allow for a governmental use, building (Environmental Service Department - Citizen Collection Station) on the property described as Lot 3, Block 1, Castner Range Subdivision #1, 9135 Stahala Drive, City of El Paso, El Paso County, Texas, Pursuant to Section 20.04.320 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: 9135 Stahala Drive

Applicant: City of El Paso, PZST22-00004

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

AGENDA DATE: June 22, 2022
PUBLIC HEARING DATE: July 19, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Andrew Salloum, (915) 212-1603

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 granting Special Permit NO. PZST22-00004, to allow for a governmental use, building (Environmental Service Department – Citizen Collection Station) on the property described as Lot 3, Block 1, Castner Range Subdivision #1, 9135 Stahala Drive, City of El Paso, El Paso County, Texas, Pursuant to Section 20.04.320 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: 9135 Stahala Drive
Applicant: City of El Paso, PZST22-00004

BACKGROUND / DISCUSSION:

The applicant is requesting a special permit to allow for a governmental use, building (Environmental Service Department – Citizen Collection Station) in the R-4 (Residential) and C-1 (Commercial) zone district in accordance with the El Paso City Code Section 20.04.320 Special Permit. The City Plan Commission recommended 5-0 to approve the proposed special permit on June 2, 2022. As of June 13, 2022, the Planning Division received a letter via email in opposition to the special permit request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST22-00004, TO ALLOW FOR A GOVERNMENTAL USE, BUILDING (ENVIRONMENTAL SERVICE DEPARTMENT – CITIZEN COLLECTION STATION) ON THE PROPERTY DESCRIBED AS A PORTION OF LOT 3, BLOCK 1, CASTNER RANGE SUBDIVISION #1, 9135 STAHALA DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.04.320 OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, the City of El Paso, has applied for a Special Permit under Section 20.10.260 of the El Paso City Code to allow for a governmental use, building (Environmental Service Department– Citizen Collection Station); and,

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

WHEREAS, the City Plan Commission has recommended approval of the subject Special Permit; and

WHEREAS, the subject Special Permit has been submitted to the City Council of the City of El Paso for review and approval; and

WHEREAS, the City Council of the City of El Paso finds that the application conforms to all requirements of Section 20.04.320 of the El Paso City Code.

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

1. That the property described as follows, is in a R-3 (Residential) District:
a portion of Lot 3, Block 1, Castner Range Subdivision #1, 9135 Stahala Drive City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit “A”.

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 governmental use, building (Environmental Service Department – Citizen Collection Station) on the property described in Paragraph 1 of this Ordinance; and,

3. That this Special Permit is issued subject to the development standards in the R-4 (Residential) and C-1 (Commercial) District regulations and is subject to the approved Detailed Site Development Plan signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as Exhibit "B" and is incorporated herein by reference for all purposes; and,

ORDINANCE NO. _____

22-1007-2910|1178356

General Special Use Permit|PZST22-00004 9135 Stahala | Ordinance| WNV

4. That if at any time the Applicant fails to comply with any of the requirements of this Ordinance, Special Permit No. PZST22-00004, shall be subject to termination; construction or occupancy shall be discontinued; and the Applicant shall be subject to the penalty provisions of Chapter 20.24 and any other legal or equitable remedy; and,

5. That the Applicant shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary to the City Plan Commission before building permits are issued.

ADOPTED this ____ day of _____, 2022.

THE CITY OF EL PASO:

ATTEST:

Oscar Leaser
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Wendi N. Vineyard

Wendi N. Vineyard
Assistant Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe

Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

22-1007-2910|1178356
General Special Use Permit|PZST22-00004 9135 Stahala | Ordinance| WNV

AGREEMENT

City of El Paso, the Applicant referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the **R-4 (Residential) and C-1 (Commercial) District** regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 6th day of June, 2022.

City of El Paso:

Nicholas Ybarra
(Signature)

Nicholas Ybarra, P.E. - Assistant Director
(Name/Title)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 6 day of June, 2022, by Nick Ybarra for City Of El Paso

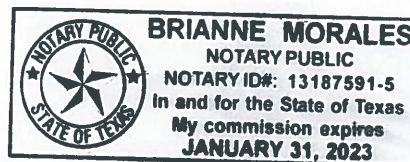
(Seal)

Brianne Morales
Notary Public, State of Texas
Signature

BRIANNE MORALES
Printed or Typed Name

My Commission Expires:

1/31/23



ORDINANCE NO. _____

22-1007-2910|1178356

General Special Use Permit|PZST22-00004 9135 Stahala | Ordinance| WNV

Barragan And Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

DESCRIPTION

Description of a parcel of land being a portion of Lot 3, Block 1, Castner Range Subdivision #1, an addition to the City of El Paso, El Paso County, Texas, filed for record in Volume 45, Page 30, Plat Records of El Paso County, Texas, and being more particularly described as follows:

COMMENCING at a found TxDot brass cap monument on the common corner of Sections 2, 3, 8, and 9, Block 81, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas; **THENCE**, S 88° 03' 17" E (N 88° 49' 25" E - Plat), along a calculated section line, a distance of 1679.96 (1680.00 - Plat) feet to a point on the centerline of Stahala Drive; **THENCE**, N 01° 46' 55" E (N 01° 21' 10" W - Plat), along the centerline of said Stahala Drive, a distance of 573.00 feet to a found city monument on the centerline intersection of Stahala Drive and Maureen Circle; **THENCE**, N 01° 46' 55" E (N 01° 21' 10" W - Plat), along the centerline of Stahala Drive, a distance of 766.69 feet to a found city monument on the point of curvature of Stahala Drive; **THENCE**, N 88° 02' 30" W (S 88° 49' 25" W - Plat), leaving the centerline of Stahala Drive, a distance of 35.00 feet to a set nail on the westerly right-of-way line of Stahala Drive, said nail also being the southeasterly corner of Castner Heights Unit Seven, filed for record in Volume 60 Page 49, Plat Records of El Paso County, Texas, and being the northeasterly corner of Lot 3, Block 1, Castner Range Subdivision #1, said nail also being the **POINT OF BEGINNING** of this description;

THENCE, S 01° 46' 55" W (S 01° 21' 10" E - Record), along the westerly right-of-way line of Stahala Drive, a distance of 894.62 feet to a set 1/2" rebar with cap stamped "B&A Inc." on the northeasterly corner of a 2.43 acre tract described in Volume 1189, Page 1111, of the Real Property Records of El Paso County, Texas;

THENCE, N 88° 02' 30" W (S 88° 49' 25" W - Record), leaving the westerly right-of-way line of Stahala Drive and along the northerly line of said 2.43 acre tract, a distance of 302.71 (302.66 - Record) feet to a set 1/2" rebar with cap stamped "B&A Inc." for the northwesterly corner of said 2.43 acre tract;

THENCE, S 01° 47' 29" W (S 01° 20' 03" E - Record), along the westerly line of said 2.43 acre tract, a distance of 88.64 feet to a found 5/8" rebar with cap stamped "KECO TX 5632", being the northeasterly corner of a 1.4999 acre tract described in Volume 1260 Page 1708, of the Real Property Records of El Paso County, Texas;

THENCE, N 88° 02' 30" W (S 88° 49' 25" W - Record), along the northerly line of said 1.4999 acre tract, a distance of 250.00 feet to a set 60D nail on the common line of Lots 2 and 3, also being on the northwesterly corner of said 1.4999 acre tract;

THENCE, N 01° 47' 29" E (N 01° 20' 03" W - Plat), along the common line of Lots 2 and 3, a distance of 319.56 feet to a set 1/2" rebar with cap stamped "B&A Inc." on the northeasterly corner of Lot 2;

THENCE, N 88° 02' 30" W (S 88° 49' 25" W - Plat), a distance of 300.03 (300.00) feet to a found 5/8" rebar with cap stamped "TX 5833", said rebar also being on the northwesterly corner of Lot 2;

THENCE, N 01° 47' 29" E (N 01° 20' 03" W), along the common line of Lots 1 and 3, a distance of 663.70 feet to a found 5/8" rebar with cap stamped "KECO TX 5833", on the southerly line of Castner Heights Unit Seven, filed for record in Volume 60, Page 49, Plat Records of El Paso County, Texas, El Paso County, Texas, said rebar also being the northerly common corner of Lot 1 and Lot 3, Block 1, Castner Range Subdivision #1;

THENCE, S 88° 02' 30" E (S 88° 49' 25" W - Plat), along the common line of said Castner Heights Unit Seven and Castner Range Subdivision #1, a distance of 852.59 (852.43 - Plat) feet to the **POINT OF BEGINNING** of this description and containing in all 16.43 acres of land more or less.

NOTES:

- 1. This property may be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
- 2. Bearings recited are grid bearings derived from RTK observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) (2011) Central Zone. Distances are ground distances and may be converted to grid dividing by 1.000231.
- 3. This description does not intend to be a subdivision process which may be required by the City of El Paso ordinance, and it is the client's/owner responsibility to comply with this ordinance if it is required.
- 4. This Description was done without the benefit of a title commitment.
- 5. A Plat of Survey dated 01/25/2022, accompanies this description.



Benito Barragan, P.L.S. 5615,
Barragan and Associates Inc.
Januray 25, 2022
9135 Stahala Drive – Boundary Survey
Job No. 220110-09

EXHIBIT "B"

Plat of Survey
PORTION OF LOT 3, BLOCK 1,
CASTNER RANGE,
AN ADDITION TO
THE CITY OF EL PASO,
EL PASO COUNTY, TEXAS,
AREA 16.43 ACRES

LEGEND

---	PROPERTY LINE
—○—	SOUND BARRIER WALL
=====	24" CURB AND GUTTER
+	SIGN
▭	CONCRETE PAVING
▨	CONCRETE SIDEWALK
▩	LIGHT DUTY ASPHALT
▧	HEAVY DUTY ASPHALT
▦	6 INCH ROCK RIP RAP WITH FABRIC

D. PLANT SCHEDULE

TREES	QTY	COMMON NAME	CONTAINER	HEIGHT	SPREAD
	7	DESERT WILLOW MULTI-TRUNK	45 GAL	8-10 FT	4-6 FT
	5	CEDAR ELM	45 GAL	10-12 FT	6-8 FT
GROUND COVERS	QTY	COMMON NAME			
	14,785 SF	ROCK MULCH: 3/4" CRUSHED GRANITE COLOR: "TRAIL MIX", 3" DEPTH. INSTALL OVER WEED BARRIER. AVAILABLE FROM DESERT ROCK CO, EL PASO, TX, OR EQUAL.			

A. LEGAL DESCRIPTION OF PROPERTY

HONDO PASS CITIZENS COLLECTION CENTER

A portion of Lot 3, Block 1, Castner Range Subdivision #1, an addition to the City of El Paso, El Paso County, Texas.

B. PROPERTY USE & PARKING SPACES FOR PROPOSED CITIZENS COLLECTION STATION

SITE DATA - PARKING	MIN. REQUIRED	MAX. REQUIRED	PROVIDED*
STANDARD SPACES	3	5	4
ACCESSIBLE SPACES	1	-	2
BICYCLE SPACES	3	-	3
TOTAL			9

* ADDITIONAL EXISTING CITY EMPLOYEE PARKING ON SOUTH PARKING LOT = 22 SPACES

NOTE: MINIMUM AND MAXIMUM SPACES WERE CALCULATED BASED ON CHAPTER 20 APPENDIX C - TABLE OF PARKING REQUIREMENTS AND STANDARDS OF CITY OF EL PASO MUNICIPAL CODE. THE FACILITY IS A SMALL RECYCLING COLLECTION FACILITY WHICH REQUIRES PARKING SPACES AT A MINIMUM OF 1/1,440 SF AND A MAXIMUM OF 1/1,100 SF. THE BUILDING IS 4,826 SF.

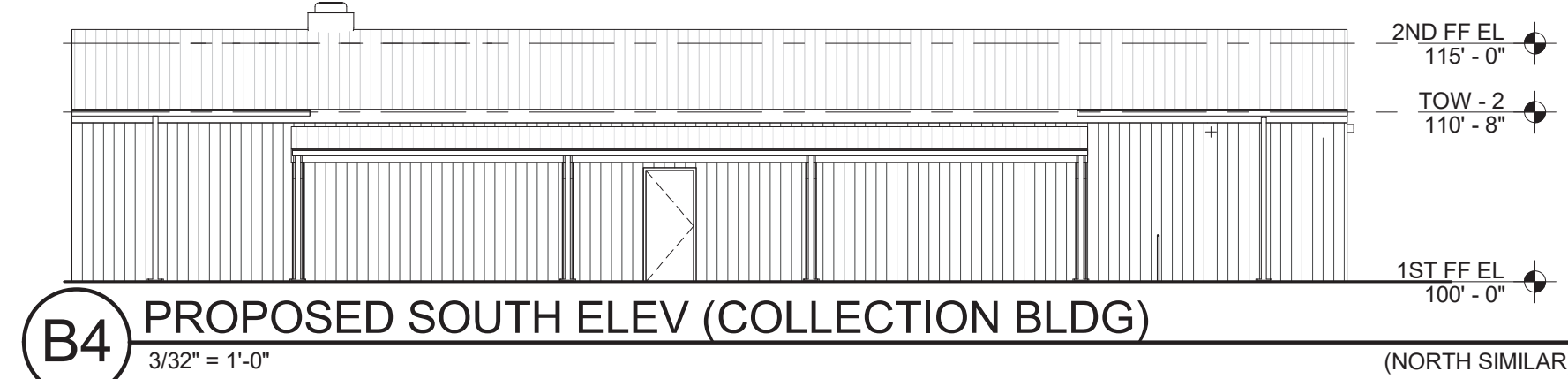
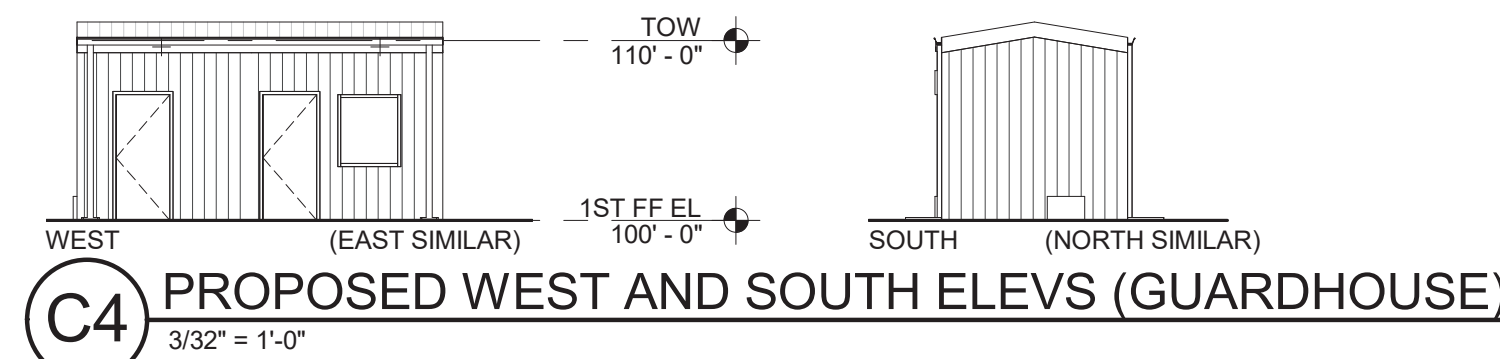
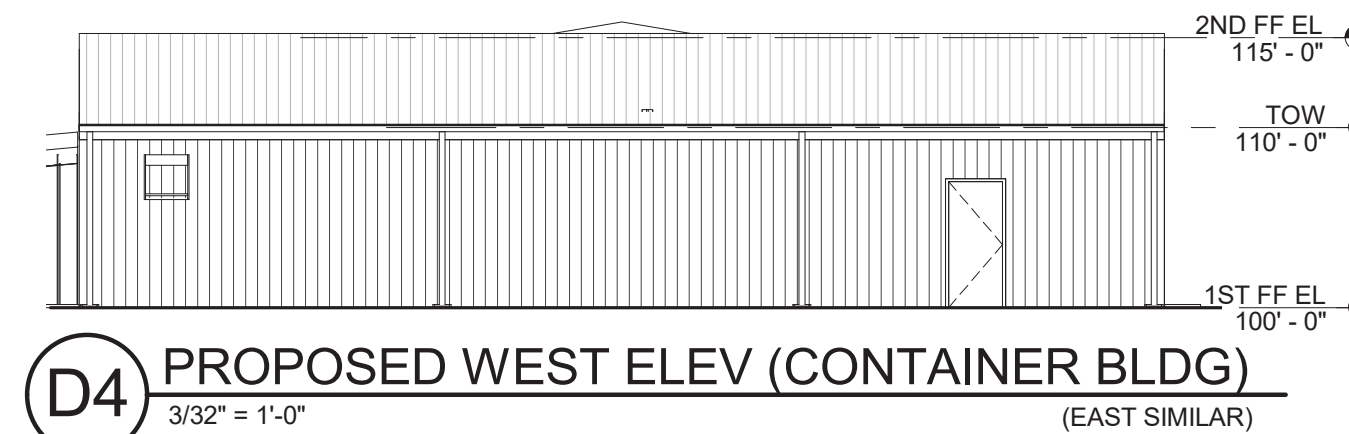
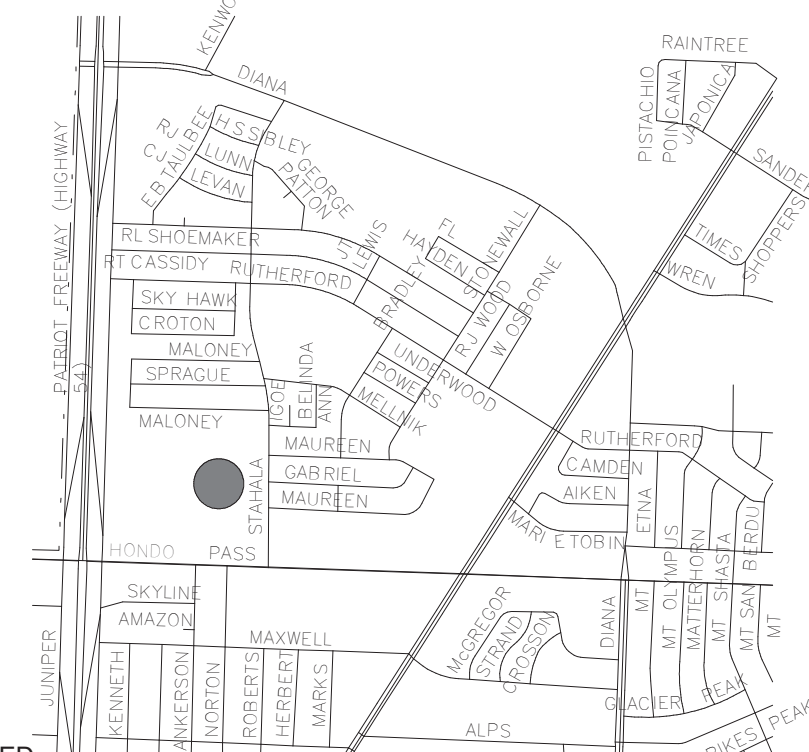
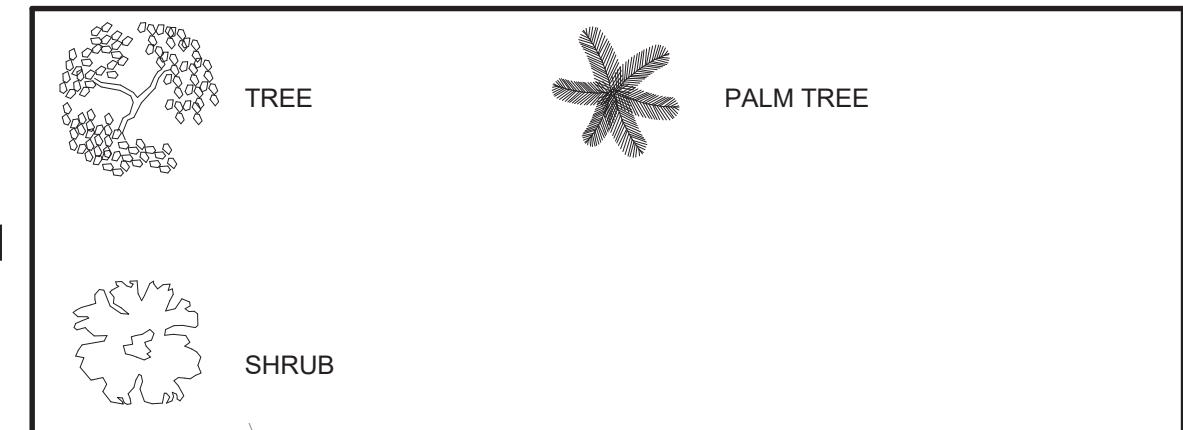
C. EXISTING PARKING SPACES

	ACCESSIBLE SPACES	STANDARD SPACES	TOTAL	REQ'D
EXISTING COMMUNITY GARDEN *	4	12	16	NONE
EXISTING CHURCH **	5	95	100	83

* COMMUNITY GARDEN 2 BUILDINGS; 560 SF PER CHAPTER 20 APPENDIX C - AGRICULTURAL RELATED OPERATIONS HARVESTING (1.13) / RAISING (1.20), FIELD, TREE, BUSH, CROPS. NO PARKING IS REQUIRED.

** CHURCH BUILDING; 23,902 SF PER CHAPTER 20 APPENDIX C - CHURCH (3.09) AUDITORIUM 7,968/ 144 S.F. = 55 SPACES OTHER AREAS 15, 934/ 576 S.F. = 28 SPACES

E. LEGEND FOR EXISTING LANDSCAPE



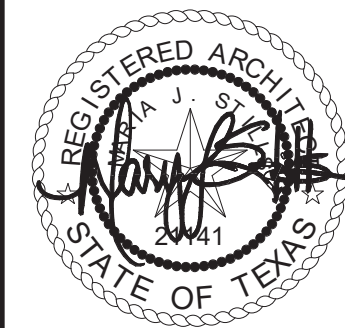
PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
DETAILED SITE DEVELOPMENT PLAN
APPROVED BY CITY COUNCIL
June 6, 2022
DATE
APPLICANT
EXECUTIVE SECRETARY, CITY PLAN COMMISSION
CITY MANAGER

A1 DETAILED SITE DEVELOPMENT PLAN
1" = 50'-0"



REFERENCES -- BENCH MARKS

Parkhill



SCALE
AS SHOWN
Ver.
DATE APRIL 1ST, 2022
DESIGN BY
DRAWN BY
CHKD BY
APPD BY

PROJECT NAME
HONDO PASS - CITIZENS
COLLECTION STATION
4501 HONDO PASS DR.
EL PASO, TEXAS 79904

CITY OF
EL PASO

SHEET TITLE

DETAILED SITE
DEVELOPMENT
PLAN

SP-01

REVIT_v16

9135 Stahala Drive

City Plan Commission — June 2, 2022



CASE NUMBER: PZST22-000004 (REVISED)
CASE MANAGER: Andrew Salloum, (915) 212-1603, SalloumAM@elpasotexas.gov
PROPERTY OWNER: City of El Paso
REPRESENTATIVE: Nicholas Ybarra
LOCATION: 9135 Stahala Drive (District 4)
PROPERTY AREA: 16.43 acres
EXISTING ZONING: R-4 (Residential) and C-1 (Commercial)
REQUEST: Special Permit to allow for a governmental use, building in R-4 (Residential) & C-1 (Commercial) zone districts
RELATED APPLICATIONS: None
PUBLIC INPUT: As of June 2, 2022, received an email in opposition

SUMMARY OF REQUEST: The applicant is requesting a special permit to allow for a governmental use building (Environmental Service Department – Citizen Collection Station) in the R-4 (Residential) and C-1 (Commercial) zone district in accordance with the El Paso City Code Section 20.04.320 Special Permit.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the special permit for a governmental use building in R-4 (Residential) and C-1 (Commercial) zone districts. The proposal meets all the requirements of 20.04.320 Special Permit and 20.04.150 Detailed Site Development Plan. It is also based on consistency with *Plan El Paso*, the City's adopted Comprehensive Plan.

PZST22-00004

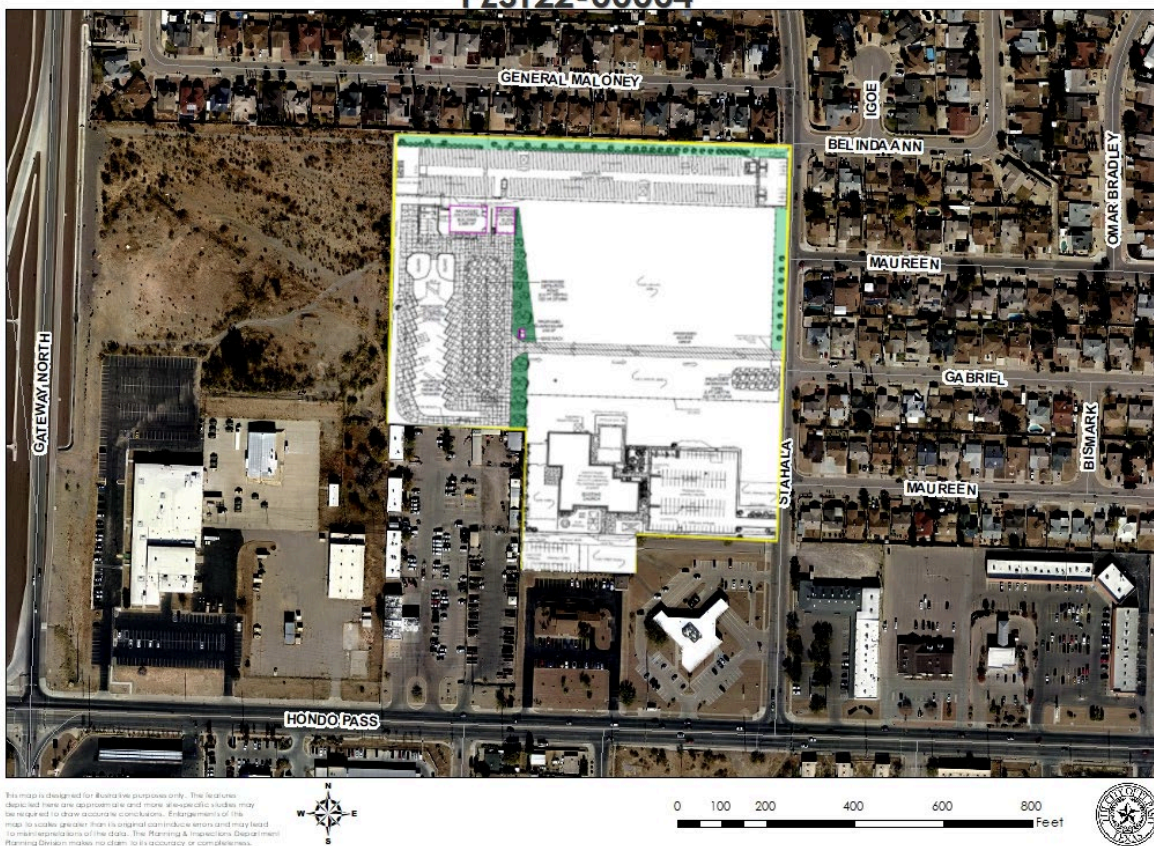


Figure A. Detailed Site Development Plan Superimposed on Aerial Imagery

DESCRIPTION OF REQUEST: The applicant is requesting a special permit to allow for a governmental use building in the R-4 (Residential) and C-1 (Commercial) zone district. The detailed site development plan shows a new 4,826 sq. ft. collection building, 2,414 sq. ft. container building, and 210 sq. ft. guardhouse for the Environmental Services Department – new Citizen Collection Station. The existing church and existing community garden will remain on the property. The proposed development complies with all density and dimensional standards. The development is compliant with all required vehicular and bicycle parking spaces. The development complies with Title 18.46 of the Landscaping Ordinance. Access to the subject property is provided from Stahala Drive.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (El Paso City Code 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 property meets all applicable density and dimensional standards for their zoning district and use.
2. Furthers <i>Plan El Paso</i> and applicable neighborhood plans or policies.	Yes. The request complies with the recommendations of <i>Plan El Paso</i> and the G-3 future land use designation.
3. Adequately served by and will not impose an undue burden upon public improvements.	Yes, access to the driveway will be from Stahala Drive - the improved collector street.
4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development.	Yes. The proposed design of the development is compatible with surrounding properties.
5. The design of the proposed development mitigates substantial environmental problems.	Yes. Subject property does not involve greenfield/ environmentally sensitive land or arroyo disturbance.
6. The proposed development provides adequate landscaping and/or screening where needed.	Yes. The development will comply with landscaping ordinance requirements.
7. The proposed development is compatible with adjacent structures and uses.	Yes. The existing uses and building configurations are similar to other properties in the immediate area.
8. The proposed development is not materially detrimental to the property adjacent to the site.	Yes. The proposed redevelopment is similar in intensity and scale to surrounding development.

COMPLIANCE WITH PLAN EL PASO GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-3, Post-War: This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	Yes, the subject property and the proposed developments meet the intent of the G-3 Post-War Future Land Use designation. The proposed development is adjacent to residential and commercial development and in close proximity to a church and other governmental use.

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 use is compatible with those surrounding the site:</p> <p>R-4 (Residential) District: The purpose of this district is to promote and preserve residential development within the city to create basic neighborhood units. It is intended that the district regulations maintain a low density of dwelling units supporting a suburban-urban interface that permits developments utilizing varying lot configurations. The regulations of the districts will permit primarily single-family and two-family residential areas, and recreational and institutional uses incidental to and serving the neighborhood.</p> <p>C-1 (Commercial) District: The purpose of this district is to serve the needs of surrounding residential neighborhoods by providing compatible neighborhood convenience goods and services that serve day-to-day needs. The regulations of the districts will permit location of business and professional offices and retail category uses within adjacent residential areas of medium and high densities.</p>	<p>Yes, the governmental use building is consistent with residential and public civic uses in the neighborhood. The Environmental Service Citizen Collection Station is requiring a special permit to allow for governmental use building in R-4 (Residential) and C-1 (Commercial) zone districts. The surrounding properties are zoned R-4 (Residential) and C-1 (Commercial). The surrounding area uses vary from single-family dwellings, church, bank, retail, and other governmental uses.</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>N/A. The proposed development is not within any historic districts or study area plan boundaries.</p>
<p>Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.</p>	<p>The proposed development is not anticipated to pose any adverse effects on the community.</p>
<p>Natural Environment: Anticipated effects on the natural environment.</p>	<p>Subject property does not involve greenfield/environmentally sensitive land or arroyo disturbance.</p>
<p>Stability: Whether the area is stable or in transition.</p>	<p>The area is stable and the proposed development is compatible with the existing residential zoning and uses of the surrounding properties.</p>
<p>Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.</p>	<p>The proposed development is within an older, stable area of the city. The established neighborhood is comprised of single-family, church, retail, and other governmental uses.</p>

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property borders Stahala Street which is designated as a collector street as per the City of El Paso's Major Thoroughfare Plan (MTP) and is adequate to serve the proposed development. Access is proposed from Stahala Drive.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No objections to proposed special permit. There were no adverse comments received from the reviewing departments. Applicant is responsible for obtaining all applicable permits and approvals prior to construction.

PUBLIC COMMENT: The subject property lies within the boundaries of Castner Heights Neighborhood Association which was notified of the special permit application. Public notices were mailed to property owners within 300 feet of the subject property on May 19, 2022. As of June 2, 2022, the Planning Division received a letter via email in opposition to the request from the public.

RELATED APPLICATIONS: N/A.

CITY PLAN COMMISSION OPTIONS:

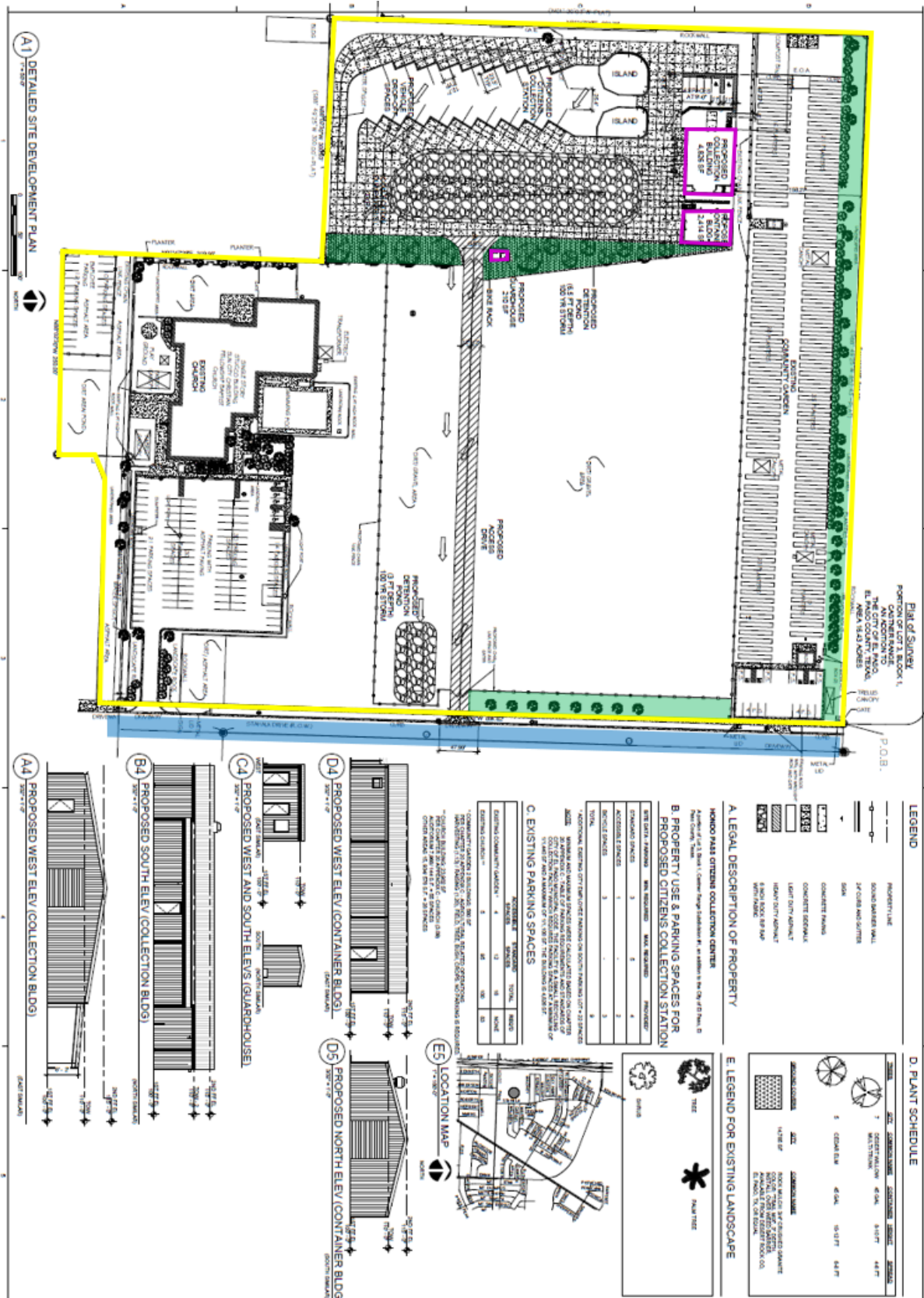
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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:

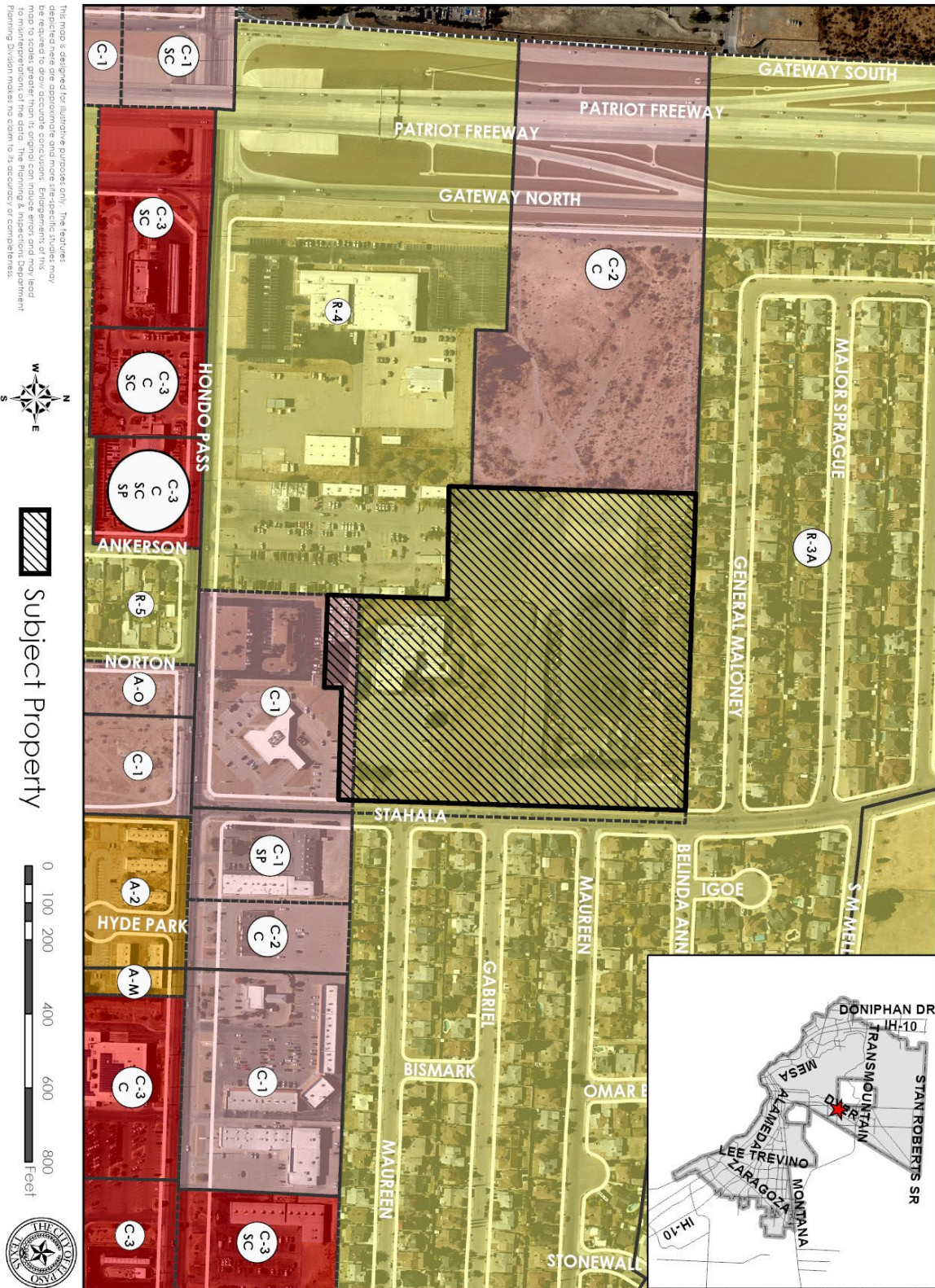
1. Detailed Site Plan
2. Zoning Map
3. Department Comments
4. Neighborhood Notification Boundary Map
5. Email in opposition

ATTACHMENT 1



ATTACHMENT 2

PZST22-00004



ATTACHMENT 3

Planning and Inspections Department – Planning Division

Staff recommends approval of the special permit for a governmental use, building in R-4 (Residential) and C-1 (Commercial) zone districts. The proposal meets all the requirements of 20.04.320 Special Permit and 20.04.150 Detailed Site Development Plan.

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 – Land Development

No objections to special permit.

Note: As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, rainwater harvesting within landscaped areas, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

Fire

No adverse comments.

Sun Metro

No comments received.

Streets and Maintenance Department

No objections to the application.

Environmental Services Department

No comments received.

El Paso County Water Improvement District #1

The item is not within the boundaries of EPCWID1.

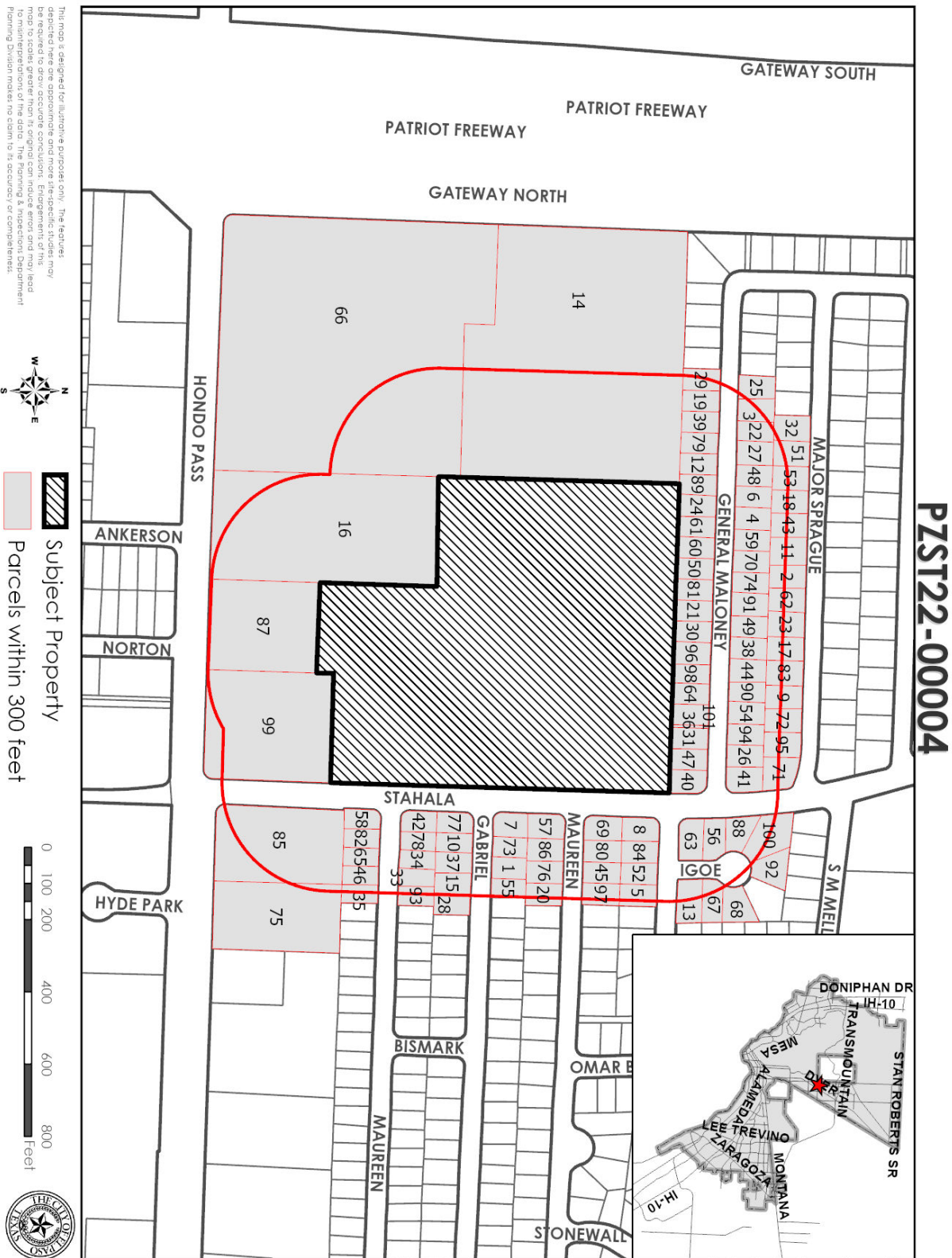
El Paso Water

No comments received.

El Paso Water - Stormwater Engineering

The proposed ponding areas shown, shall be able to contain a 100-year storm event.

ATTACHMENT 4



ATTACHMENT 5

Salloum, Andrew M.

From: Salloum, Andrew M.
Sent: Thursday, June 2, 2022 8:09 AM
To: Tessie Maestas
Subject: RE: Case: PZST22-00004

Good morning Ms. Maestas,

Thank you for your email. It will be added to the backup that will be presented to the City Plan Commission.

Regards,

Andrew Salloum | Senior Planner

P: 915.212.1603

A: 801 Texas Ave. El Paso, TX 79901

E: SalloumAM@elpasotexas.gov

ElPasoTexas.gov | [Take Our Survey](#)



Planning & Inspections Department
City of El Paso

From: Tessie Maestas <tessie.maestas.mv0y@statefarm.com>
Sent: Wednesday, June 1, 2022 11:21 PM
To: Salloum, Andrew M. <SalloumAM@elpasotexas.gov>
Subject: Case: PZST22-00004

You don't often get email from tessie.maestas.mv0y@statefarm.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use Phish Alert or forward to SpamReport@elpasotexas.gov.

Good evening sir and ma'am,

I am writing with respect to the above case. I currently reside at 4600 Maureen Cir in Castner Heights. My house is situated on the corner of Maureen and Stahala and would be feet from the proposed property that the city is hoping to permit for governmental use. I strongly oppose this for many reasons but the biggest one is the negative impact that it will have on my residential property. I have lived in my home for over 22 years and the proposition would greatly diminish my property value. The proposed property is situated in a residential area and I have strong concerns that by allowing this permit to go through, we would experience higher traffic volume (Stahala is a 2 lane street that cannot handle the amount of traffic that this permit would bring), diminished property value, obstruction of the view of the beautiful mountains, and the high number of families with young children in our neighborhood that would all be negatively affected. The number of residents and the small number of commercial business are already impacted by the traffic to get into the disposal now and more recent heavy traffic from the food drives that are held at the church located at the previous YWCA building causes traffic buildup past my street and down towards the park. This is going to create a dangerous highway to the many families with young children in my neighborhood. I need the city to know my strong opposition to allowing this permit to be approved. There are other options and I urge the city to explore those instead of allowing this permit.

1

Respectfully,

Tessie Maestas
915-269-4444



Legislation Text

File #: 22-775, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 7

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

Planning and Inspections, Saul Pina, (915) 212-1612

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 4-A-1, Tract 4-A-2, Tract 4-B, Tract 4-C, Tract 4-D, Block 14, Ysleta Grant, 8100 North Loop Drive, City of El Paso, El Paso County, Texas from R-3 (Residential) to C-2 (Commercial), 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: 8100 North Loop Drive

Applicant: Ray Mancera, PZRZ22-00001

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

AGENDA DATE: June 22, 2022
PUBLIC HEARING DATE: July 19, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Saul Pina, (915) 212-1612

DISTRICT(S) AFFECTED: District 7

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of Tract 4-A-1, Tract 4-A-2, Tract 4-B, Tract 4-C, Tract 4-D, Block 14, Ysleta Grant, 8100 North Loop Drive, City of El Paso, El Paso County, Texas from R-3 (Residential) to C-2 (Commercial), 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: 8100 North Loop Drive
Applicant: Ray Mancera, PZRZ22-00001

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone from R-3 (Residential) to C-2 (Commercial) to allow for a retail shopping center. City Plan Commission recommended 6-2 to approve the proposed rezoning from R-3 (Residential) to C-2 (Commercial) on April 21, 2022. As of June 13, 2022, the Planning Division has received one (1) email and five (5) letters in support and one (1) email and (1) letter in opposition to the rezoning request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:



for Department Head

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF TRACT 4-A-1, TRACT 4-A-2, TRACT 4-B, TRACT 4-C, TRACT 4-D, BLOCK 14, YSLETA GRANT, 8100 NORTH LOOP DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-2 (COMMERCIAL), AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of *Tract 4-A-1, Tract 4-A-2, Tract 4-B, Tract 4-C, Tract 4-D, Block 14, Ysleta Grant, 8100 North Loop Drive, located in the City of El Paso, El Paso County, Texas*, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from **R-3 (Residential)** to **C-2 (Commercial)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the increased density of use generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

1. *That a ten-foot (10') landscape buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty-five feet (25') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.*
2. *That a minimum 30-foot setback be required along the southwesterly property line and the easterly property line abutting a residential district or use.*
3. *That a minimum 500-foot distance be required between any establishments providing the following:*
 - a) *On premise consumption of alcohol; and*
 - b) *Indoor and/or outdoor amplified sound.*
4. *That prior to the issuance of any building permits, a Detailed Site Development Plan be submitted and approved as per Code.*
5. *That prior to issuance of building permits, a 6-foot rockwall be constructed along the property lines abutting any residential zoning or use.*

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 _____, 2022.

ORDINANCE NO. _____

Zoning Case No: PZRZ22-00001

THE CITY OF EL PASO:

ATTEST:

Oscar Leeser
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



for Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

Zoning Case No: PZRZ22-00001

**A Field Note Description for 5.8567 Acres of land,
Being a Tract 4-A-1, Tract 4-A-2, Tract 4-B, Tract 4-C, Tract 4-D, Block 14 Ysleta Grant.
El Paso County, Texas**

A Field Note Description of 5.8567 acres or 255,117 square feet parcel or tract of land being Tract 4-A-1, Tract 4-A-2, Tract 4-B, Tract 4-C, Tract 4-D, Block 14 Ysleta Grant lying within the corporate limits of The City of El Paso, Texas. The said portion of land is recorded in **Instrument No. 20210110224** of tract land. The above-cited document references are filed in in the El Paso County Deed and Record Clerks' Office located in the City of El Paso, El Paso County Texas.

This survey conforms to the Plat of Block 14, Ysleta Grant found in the El Paso County Office Deeds and Records located in the City of El Paso, El Paso County, Texas.

The Basis of Bearings are based on those bearing depicted on the plat Tierra Verde Subdivision is recorded in Volume 0011, Page 0034 in the el Paso County Plat Records located in the City of El Paso, Texas. The parcel or tract of land is being more particularly described by metes and bounds as follows:

Beginning at a half-Inch rebar without no cap on the most Easterly corner(bears N66°E a distance 0.79') of the 5.8567 acres being described, from which two found half-Inch reinforcement bar, bears the following courses;

Thence, South 56°12'57" East, a distance a distance of 180.68 feet to a found half inch rebar without cap (North 56° 00' 00" West 180.00 feet Plat)

Thence, South 56°00'00" East, a distance a distance of 97.75 feet to a found Half-inch rebar with cap B&A (North 56° 00' 00" West 100.00 feet Plat)

Thence, from the Beginning, South 43°40'00" West, a distance of 348.77 feet to found half inch reinforcement bar with a cap stamped G-3ng TX RPLS #5679 for the most southerly corner;

Thence, North 59°53'00" West, a distance of 737.84 feet to found half inch reinforcement bar with a cap stamped G-3ng TX RPLS #5679 for the most westerly corner;

Thence, North 49°10'00" East, a distance of 73.01 found half inch reinforcement bar with a cap stamped G-3ng TX RPLS #5679 for a corner;

Thence, North 34°00'00" West, a distance of 373.73 feet to a found chiseled X in the driveway for the most northerly corner;

Thence, South 56°00'00" East, a distance of 654.40 feet to the point of Beginning and containing 5.8567 acres or 255,117 square feet of land more or less.

A Field Note Description for 5.8567 Acres of land,
Being a Tract 4-A-1, Tract 4-A-2, Tract 4-B, Tract 4-C, Tract 4-D, Block 14 Ysleta Grant.
El Paso County, Texas

This field note description follows a plat of survey of equal date.

I, Fermin Dorado, a Registered Professional Land Surveyor, certify this field note description and accompanying survey plat is a representation of the facts found at the time of a ground survey performed by me or under my supervision on the date shown herein.



December 08, 2021

A handwritten signature in blue ink, appearing to read "Fermin Dorado", written over a horizontal line.

Fermin Dorado, R.P.L.S.
Registration Number: 3190

This description was prepared
For the benefit of SADOVA PROPERTIES, LLC.

TXBPLS F-10092100

DORADO ENGINEERING, INC,
2717 E. YANDELL STREET EL PASO TX 79903
(915) 562-0002 FAX (915) 562-7743 |
doradoengineering@sbcglobal.net

8100 North Loop Drive

City Council — June 22, 2022 - **REVISED**

REZONING



CASE NUMBER:	PZR22-00001
CASE MANAGER:	Saul Pina, (915) 212-1612, PinaSJ@elpasotexas.gov
PROPERTY OWNER:	Sadova Properties V, LLC
REPRESENTATIVE:	Ray Mancera
LOCATION:	8100 North Loop Dr. (District 7)
PROPERTY AREA:	5.85 acres
REQUEST:	Rezone from R-3 (Residential) to C-2 (Commercial)
RELATED APPLICATIONS:	None
PUBLIC INPUT:	One (1) email and five (5) letters in support and one (1) email and one (1) letter in opposition to the rezoning request as of June 14, 2022.

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-3 (Residential) to C-2 (Commercial) to allow for a retail shopping center.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL WITH CONDITIONS** of the rezoning request. This recommendation is based on the consistency of the request with *Plan El Paso*, the City's adopted Comprehensive Plan, for the G-3, Post-War future land use designation. The conditions are as follows:

1. That a ten-foot (10') landscape buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty-five feet (25') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.
2. That a minimum 30-foot setback be required along the southwesterly property line and the easterly property line abutting a residential district or use.
3. That a minimum 500-foot distance be required between any establishments providing the following:
 - On premise consumption of alcohol; and
 - Indoor and/or outdoor amplified sound
4. That prior to the issuance of any building permits, a Detailed Site Development Plan be submitted and approved as per Code.
5. That prior to issuance of building permits, a 6-foot rockwall be constructed along the property lines abutting any residential zoning or use.



Figure A. Subject Property & Immediate Surrounding

DESCRIPTION OF REQUEST: Applicant is requesting to rezone from R-3 (Residential) to C-2 (Commercial) to allow for a retail shopping center. The size of the property is 5.85 acres. The conceptual site plan shows seven proposed structures that range from 2,000 to 9,000 square feet. Main access to the property is proposed from North Loop Drive.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed rezoning is consistent with adjacent uses and meets the established character of the neighborhood. Properties to the north include a shopping center zoned C-1/sc (Commercial/special contract); properties to the south include single-family dwellings zoned R-3 (Residential); properties to the east include commercial and single-family dwellings zoned C-1 (Commercial) and R-3 (Residential) respectively; and properties to the west include a shopping center zoned C-1/sc (Commercial/special contract). The proposed rezoning will allow for the creation of commercial establishments that provide goods or render services in close proximity to residential properties. The nearest school, North Loop Elementary School, is 0.7 miles and the nearest park, Lomaland Park, is 0.65 miles.

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-3, Post-War: This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The proposed shopping center is compatible with the future land use designation. The intent is to allow for the creation of establishments providing civic and commercial uses to the area.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>C-2 (Commercial) District: The purpose of the district is to accommodate establishments providing goods and services which are used in support of the community's trade and service establishments and serving multi-neighborhoods within a planning area of the city. The regulations of the district will permit intensities designed to be compatible with each other and to provide for a wide range of types of commercial activity, including light automobile related uses.</p>	<p>Yes. Properties surrounding the subject property have less intensity but are compatible with commercial uses. The abutting residential development would be well served by appropriate commercial uses.</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 subject property has access to North Loop Drive, which is designated as a Major Arterial in the City's Major Thoroughfare Plan. The classification of this road is appropriate for the proposed development.</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:	
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	None. The property is not located within any Historic Overlay District nor any other special designation areas.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	None. There are no anticipated adverse impacts.
Natural Environment: Anticipated effects on the natural environment.	None. The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	None. The area is stable and the surrounding properties have not been rezoned in the last 10 years.
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 from North Loop Drive, which is classified as a major arterial on the City of El Paso's Major Thoroughfare Plan (MTP) and is adequate for the proposed development. Additionally, there are numerous bus routes providing service to and from the subject property.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were received for the rezoning request from the reviewing departments.

PUBLIC COMMENT: The subject property lies within the Corridor 20 Civic Association, Mission Valley Civic Association and Save the Valley 21 Association. Notices to these associations were sent by the applicant on January 22, 2022 and follow-up email providing additional information was sent to these same associations on April 7, 2022. Additionally, notices were mailed to property owners within 300 feet of the subject property on April 11, 2022. Furthermore, the applicant met with the representatives of the neighborhood at the site on April 16, 2022. As of June 14, 2022, the planning division received one (1) email and five (5) letters in support and one (1) email and one (1) letter in opposition to the rezoning request.

CITY PLAN COMMISSION OPTIONS:

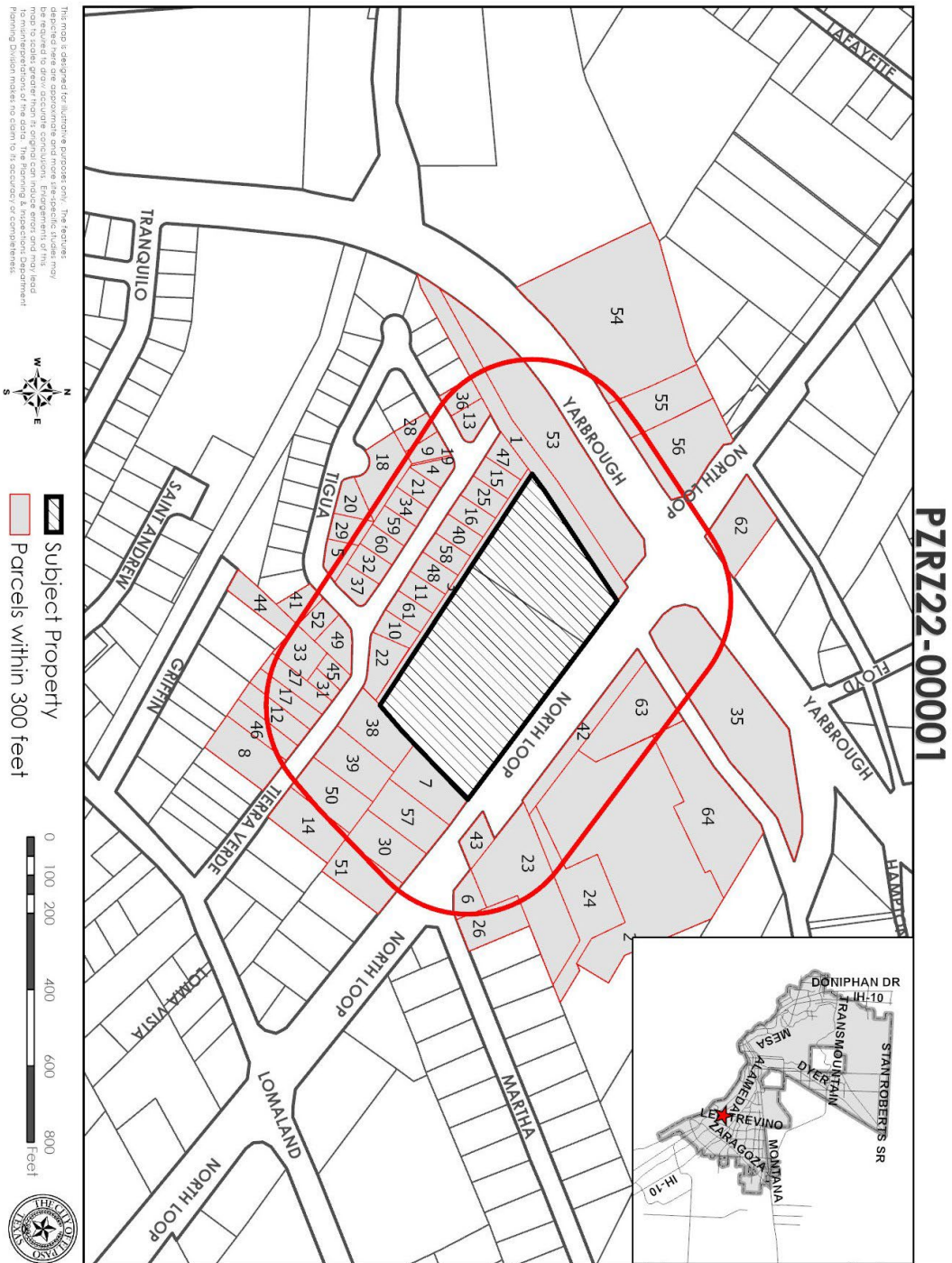
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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

1. Future Land Use Map
2. Neighborhood Notification Boundary Map
3. Generalized Plot Plan
4. Department Comments
5. Public Input

[illegible]

ATTACHMENT 2



ATTACHMENT 3



ATTACHMENT 4

Planning and Inspections Department - Planning Division

1. Staff will be recommending to provide a 10' landscape buffer along all property boundaries abutting single-family development.
2. Staff will be recommending to submit a Detailed Site Development Plan application to meet code requirements.
3. Coordinate with Streets & Maintenance Department for TIA requirements.
4. Provide a copy of articles of incorporation to define a designee or verify who can sign on behalf of the owner.
5. Show easements in the conceptual plan if any. Recommend to remove unnecessary bearings from conceptual plan.
6. Coordinate with TXDOT for improvements along North Loop.
7. Coordinate with EPCWID regarding laterals.
8. Staff will be recommending that a minimum 30-foot setback be required along the southwesterly property line and the easterly property line abutting a residential district or use.
9. Staff will be recommending that a minimum 500-foot distance be required between any establishments providing the following:
 - a) On premise consumption of alcohol; and
 - b) Indoor and/or outdoor amplified sound.
10. Staff will be recommending that prior to issuance of building permits, a 6-foot rockwall be constructed along the property lines abutting any residential zoning or use.

Planning and Inspections Department – Plan Review & Landscaping Division

1. The generalized site plan is not being reviewed for conformance due to conceptual nature.
2. No objections to proposed rezoning. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development

1. Show proposed drainage flow patterns on the site plan and identify the discharge and/or storage location(s) for all storm-water runoff within the subdivision.
2. As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, rainwater harvesting within landscaped areas, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.
3. Add general note on rezoning site plan: "The retention of the difference between historic and developed storm-water runoff discharge volume is required within this subdivision's limits in compliance with all provisions of (Muni-Code 19.19.010A, DSC, and DDM Section 11.1)."
4. Coordinate with the Water Improvement District #1 for drainage and access requirements at time of building development.

Fire Department

No adverse comments.

Police Department

No comments.

Environmental Services

No comments received.

Streets and Maintenance Department

TIA is required for this application.

TIA waiver or TIA scoping meeting can be submitted/coordinated with Sergio Reyes at reyessx@elpasotexas.gov

Note: (TIA is deferred to the platting stage)

Sun Metro

No comments received.

El Paso Water

There is an existing 12-inch diameter water main that extends along North Loop Dr. located approximately 13 feet north of the property's northern property line. This main is available for service.

There is an existing 12-inch diameter water main that extends along Yarbrough Dr. located approximately 10 feet west of the property's western property line. This main is available for service.

EPWU records indicate that there is one (1) active 2-inch and one (1) ¾" water meter services serving the subject property. The service addresses for these meters are 8118 North Loop Dr. and 8100 North Loop Dr.

Previous water pressure readings conducted on fire hydrant number 1815 located along North Loop Drive (fronting 8118 North Loop Drive) have yielded a static pressure of 96 pounds per square inch (psi), residual pressure of 86 psi, discharge of 1,486 gallons per minute (gpm). The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The Owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Note: North Loop Drive is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within North Loop Drive right-of-way requires written permission from TxDOT.

Sanitary Sewer

There is an existing 12-inch diameter sanitary sewer main that extends along North Loop Dr., located approximately 22 feet north of the property. This main is available for service.

There is an existing 8-inch diameter sanitary sewer main that extends along an easement east of and parallel to the property's western property line. This main is available for service.

Owner/Developer is to grade the subject property to allow sewer service by gravity to the above described sewer mains.

General

Juan Herrera is an El Paso County Water Improvement District No. 1 facility. In the event that permits for installation of water main is required within the right of way. Owner is responsible for permit, survey and consideration fees.

No building, reservoir, structure, parking stalls or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced EPWU-PSB easement without the written consent of EPWU-PSB. The Developer shall refrain from constructing rock walls, signs, buildings, curbs or any structure that will interfere with the access to the PSB easements. There shall be at least 5-foot setback from the easement line to any building, sign or structure. All easements dedicated for public water and sanitary sewer facilities shall comply with the EPWU-PSB Easement Policy. The PSB easements shall be improved to allow the operation of EPWU maintenance vehicles. EPWU-PSB requires access to the proposed water, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week. The PSB easement shall be improved to allow the operation of EPWU maintenance vehicles.

EPWU 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 EPWU – PSB Rules and Regulations. The owner is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

This property might not have been considered when designing the street improvement & drainage system; need to check with TXDOT (since North loop is state maintained).

Texas Department of Transportation

1. Submit construction plans to ELP_access@txdot.gov.
2. Show distances between existing and proposed driveways.

El Paso County Water Improvement District

No comments.

ATTACHMENT 5

Pina, Saul J.

From: Sylvia Carreon <longhorn_1989@hotmail.com>
Sent: Tuesday, April 19, 2022 10:27 AM
To: Pina, Saul J.
Subject: PZRZ22-00001

Follow Up Flag: Follow up
Flag Status: Flagged

You don't often get email from longhorn_1989@hotmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to **SpamReport@elpasotexas.gov**.

GM Saul, this is Sylvia Carreon, president of the Mission Valley Civic Association, and want to advise you that this Association does support this application for rezone application by Mr. Ray Mancera. Thank you

Pina, Saul J.

From: mcherokee1989 <mcherokee1989@yahoo.com>
Sent: Wednesday, April 20, 2022 2:33 PM
To: Pina, Saul J.
Subject: Case no. PZRZ22-00001 8100 North Loop Dr.

You don't often get email from mcherokee1989@yahoo.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to **SpamReport@elpasotexas.gov**.

Sent from my T-Mobile 5G Device
Mario Mucino and Jasmin Mucino
8148 Tierra Verde Dr.
El Paso TX. 79907

Case Number: PZRZ22-00001 8100 NORTH Loop Dr.

I oppose the change of zoning

Can you grandfather me as residential, so that we are not affected by this change please. My wife and I were left without a job last year due to pandemic issues, we opened our own business and are struggling to maintain a steady income. As we all know taxes are going up and also the price of basic needs keeps getting higher. I do not want to be affected by this change, please take in consideration our position and our status. Thank you for your consideration.

April 20, 2022

Members of the City Planning Division,

RE: Case: #PZRZ22-00001-North Loop Dr.

Hello, I am Mary DiBonito and I am also representing my father Fred Ward of Fred Ward General Contracting. Our property is 8117 Tierra Verde Dr. directly behind 8100 North Loop. Mr. Ward has owned his home for over 60 years. My father has been a General Contractor serving El Paso for those 60 plus years. We are requesting special conditions be applied to this zoning request because the changes in the C2 zoning will diminish our quality of life.

I speak from experience of the difficulties of managing commercial centers with late night businesses and restaurant's such as Burger King and stores like El Supper and the like. We currently manage on the East side and Northeast. Here are routine issues we have encountered that will create a nuisance and diminish our quality of life unless special restrictions are applied.

1. The smell from the restaurants like a Burger King with an exhaust stack will bring negative smells into our living spaces. Some of us who are vegetarians will be forced to smell meat all day and night.
2. Restaurants bring a large increase in noise, including early mornings and late night customers sitting in lines, honking horns, playing loud music. There will be large delivery trucks and garbage truck pick up. The delivery and garbage trucks will be behind the center at the rear of the buildings and closest to our properties.
3. Restaurants bring rotting food and trash that will be littered all over the centers and around the dumpsters. There will be grease buckets which attract bugs, rats and strays and remit foul odors.
4. There are also safety issues. Late night businesses will be bringing people that would not necessarily be in our area. They will have access by simply walking up the ditch or going over the fence. It brings vagrants, vandalism, break- ins and people sleeping in vehicles. The police will need to be called to enforce these types of issues.
5. The excess lighting will be bothersome keep it bright morning and night, drawing bugs and crickets to our properties.

This constant commotion will become a daily issue in our lives and in our small neighborhood, increasing our stress and increasing the need for further safety measures.

This is what we request:

1. We request zoning and restrictions that would restrict late night restaurants, bars and alcohol. More in the line of a Starbucks rather than a Burger King
2. The rock wall fence dividing the properties should be no shorter than 10 ft. tall to buffer the noise, reduce some odors and for safety.
3. Leave the pine trees and as many trees as possible to buffer the noise.
4. We request business or office spaces that close no later than 10 PM. with no outdoor music or drinking allowed and no outdoor intercoms.

Thank you for your consideration,

Fred G. Ward and Mary DiBonito
8117 Tierra Verde Dr. El Paso, Texas 79907
(512) 934-3235

LETTER IN SUPPORT OF REZONING 8100 N LOOP

April 13, 2022

City of El Paso
300 N Campbell
El Paso, Texas 79901

REF: Rezoning 8100 N Loop. Case No PZRZ22-00001

To City of El Paso,

This is to inform you that I am in favor or have no opposition rezoning 8100 N Loop from R-3 to C-2. I understand the proposed land use is a retail center.

The property is located and fronts a Texas State Highway. There is already existing C-1 to C-4 zoning along N Loop and near this property. Thank you.

RAFAEL SALAS
Name

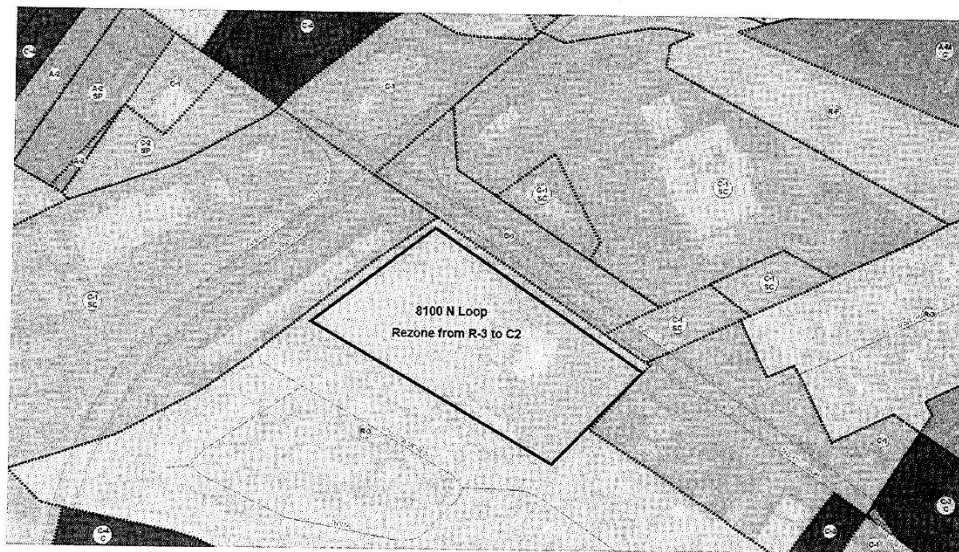
Rafael Salas
Signature

VICTOR SALAS
Name

[Signature]
Signature

8101 TIENKA VERDE DRIVE
Address: El Paso, Texas 79915

(915) 534-7252
Phone



LETTER IN SUPPORT OF REZONING 8100 N LOOP

April 13, 2022

8103 Tierra Verde

City of El Paso
300 N Campbell
El Paso, Texas 79901

REF: Rezoning 8100 N Loop. Case No PZRZ22-00001

To City of El Paso,

This is to inform you that I am in favor or have no opposition rezoning 8100 N Loop from R-3 to C-2. I understand the proposed land use is a retail center.

The property is located and fronts a Texas State Highway. There is already existing C-1 to C-4 zoning along N Loop and near this property. Thank you.

Norma Chasco
Name

N Chasco
Signature

Ramiro Gutierrez
Name

Ramiro Gutierrez
Signature

8103 Tierra Verde Dr. (915) 703-8893
Address: El Paso, Texas 79915 Phone



LETTER IN SUPPORT OF REZONING 8100 N LOOP

April 13, 2022

City of El Paso
300 N Campbell
El Paso, Texas 79901

8105 Tierra Verde

REF: Rezoning 8100 N Loop. Case No PZRZ22-00001

To City of El Paso,

This is to inform you that I am in favor or have no opposition rezoning 8100 N Loop from R-3 to C-2. I understand the proposed land use is a retail center.

The property is located and fronts a Texas State Highway. There is already existing C-1 to C-4 zoning along N Loop and near this property. Thank you.

JUAN GALAVIZ
Name

[Signature]
Signature

Beha Galaviz
Name

[Signature]
Signature

8105 Tierra Verde Dr
Address: El Paso, Texas 79915

(915) 592-5981
Phone



LETTER IN SUPPORT OF REZONING 8100 N LOOP

April 13, 2022

City of El Paso
300 N Campbell
El Paso, Texas 79901

8107 Tierra Verde

REF: Rezoning 8100 N Loop. Case No PZRZ22-00001

To City of El Paso,

This is to inform you that I am in favor or have no opposition rezoning 8100 N Loop from R-3 to C-2. I understand the proposed land use is a retail center.

The property is located and fronts a Texas State Highway. There is already existing C-1 to C-4 zoning along N Loop and near this property. Thank you.

MARTHA CHAVEZ
Name

Martha Chavez
Signature

Name

Signature

8107 TIERRA VERDE
Address: El Paso, Texas 79915

(915) 621-9597
Phone



LETTER IN SUPPORT OF REZONING 8100 N LOOP

April 13, 2022

8109 Tierra Verde

City of El Paso
300 N Campbell
El Paso, Texas 79901

REF: Rezoning 8100 N Loop. Case No PZRZ22-00001

To City of El Paso,

This is to inform you that I am in favor or have no opposition rezoning 8100 N Loop from R-3 to C-2. I understand the proposed land use is a retail center.

The property is located and fronts a Texas State Highway. There is already existing C-1 to C-4 zoning along N Loop and near this property. Thank you.

Name Patricia Ortiz

Signature _____

Name Patricia Ortiz

Signature Patricia Ortiz

8109 Tierra Verde
Address: El Paso, Texas 79915

915-595-6440
Phone





El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-844, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Capital Improvement Department, Joaquin Rodriguez, (915) 268-5148

AGENDA LANGUAGE:

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

An Ordinance adopting the "El Paso Complete Streets Policy - July 2022" as an addendum to the City of El Paso's Comprehensive Plan, "Plan El Paso".

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

AGENDA DATE: July 6, 2022
PUBLIC HEARING DATE: July 19, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Joaquin Rodriguez, 915-328-8731

DISTRICT(S) AFFECTED: Citywide

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

SUBGOAL: 3.2 - Set one standard for infrastructure across the city

SUBJECT:

DISCUSSION and ACTION on an ordinance adopting the “El Paso Complete Streets Policy – July 2022” as an addendum to the City of El Paso’s Comprehensive Plan, “Plan El Paso”.

BACKGROUND / DISCUSSION:

The proposed “El Paso Complete Streets Policy” seeks to implement the principles of complete streets design throughout the city of El Paso. In 2021, El Paso was ranked the 20th most dangerous city for pedestrians with 215 pedestrians killed in El Paso between 2010 and 2019. The proposed policy prioritizes safety by design for all users. The policy includes the formation of two committees comprised of internal and external stakeholders to guide the inclusion and implementation of complete streets principles within the city’s design process for public works and transportation related projects. Additionally, the policy sets forth clear guidelines for implementation, recommendations for regulatory and administrative change in support of complete street principles, and requirements for tracking and reporting progress on implementation of the policy.

The policy has been developed over a two-year process and close coordination with the complete streets coalition, a large group of internal and external stakeholders with interest in the varied impact of street design on the health safety and welfare of the community. The policy, as presented, is supported by the coalition and its members. Staff recommends adoption of the policy as presented.

PRIOR COUNCIL ACTION:

City Plan Commission – Approval Pending (June 16, 2022)

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? XXX YES ___ NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT: Streets and Maintenance

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

DEPARTMENT HEAD:


(Yvette Hernandez, P.E., City Engineer)

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE EL PASO COMPLETE STREETS POLICY – JULY 2022 AS AN ADDENDUM TO THE CITY OF EL PASO’S COMPREHENSIVE PLAN, PLAN EL PASO.

WHEREAS, the City’s Comprehensive Plan, *Plan El Paso*, was formally adopted by the City Council on March 8, 2012 and included the goal of becoming the least car-dependent city in the Southwest; and

WHEREAS, while *Plan El Paso* introduces the concept of “Complete Streets”, this updated 2022 Complete Streets Policy adds additional elements to strengthen implementation, community engagement, and internal departmental collaboration; and

WHEREAS, the *2014 Parks and Recreation Master Plan* set a target level of one mile of in-town trail for every 10,000 residents, and development of trails to reach that level are a high priority for the community; and

WHEREAS, the City Council passed a resolution adopting the National Association of City Transportation Officials (NACTO) *Urban Street Design Guide* and *Urban Bikeway Design Guide* in 2014 as the official design guidelines for capital improvement projects and other city funded street and roadway improvement;

WHEREAS, NACTO has released guidelines in recent years that address various components of a Complete Streets Policy, including *City Limits: Setting Safe Speed Limits on Urban Streets* and *Designing Streets for Kids*; and

WHEREAS, the *City of El Paso Bike Plan* was adopted on August 9, 2016 and incorporated as an addendum to *Plan El Paso*; and

WHEREAS, the *City of El Paso Bike Plan* included a full interconnected bike network map, showing current and proposed trails, called the *Bike Plan Atlas*; and

WHEREAS, the *25 by 2025 City of El Paso Strategic Plan* visionary goals align with Complete Streets Policy goals, such as stimulate economic growth through transit and to enhance the mobility experience (1.5), improve motorist safety and traffic management (2.4), improve the visual impression of the community (3.1), set one standard for infrastructure across the City (3.2), improve competitiveness through infrastructure improvements impacting the quality of life (7.2), implement improvements and activate programming that support and promote multimodal transportation (7.3), design and implement infrastructure project that maximize co-benefits (7.5), and to improve air quality (8.5); and

WHEREAS, the strategic vision for the City of El Paso includes providing exceptional recreational, cultural, and educational opportunities; and

WHEREAS, streets are the largest form of public space in the City with vast potential for our streets to become healthy, vibrant, and inviting places to be with pedestrian-scale lighting, shade trees, landscaping, green infrastructure, public art, walkable destinations, and other amenities; and

WHEREAS, an interconnected street network that safely accommodates all anticipated users and transportation modes, creates an important connection between amenities (i.e. parks, schools, businesses), which can lead to economic development, and improve overall quality of life; and

ORDINANCE NUMBER _____

22-1036-3580 | 1184833_2

Complete Streets

WHEREAS, bicycling is a key component of a multi-modal transportation system by improving the quality of life, providing transportation options, transforming and enhancing a community, and is an effective means to promote healthy activities for all ages and abilities; and

WHEREAS, the City continues to deal with public health challenges, and more importantly to provide equitable access to multimodal transportation alternatives that accommodate social distancing guidelines and ensure user safety; and

WHEREAS, a Complete Streets approach provides additional co-benefits through improvements in public health and air quality, increased access to outdoor recreation opportunities, reduced maintenance costs, increased property values, enhanced neighborhood safety, and aesthetics; and

WHEREAS, a Complete Streets Policy serves to create a connected, resilient, and equitable transportation network through a shift in street and road design that ensures equitable access to community resources for all people, including those who walk, bike, use a wheelchair, use public transportation, or drive; and

WHEREAS, the development of the July 2022 Complete Streets Policy has been guided by a diverse community coalition, to garner widespread community support for the policy; and

WHEREAS, the Complete Streets Policy supports the City of El Paso's vision of economic development, safe travel for all mobility users, active transportation; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF EL PASO, AS FOLLOWS:

Section 1. The City of El Paso adopts and approves the City of El Paso Complete Streets Policy - July 2022 as an addendum to Plan El Paso, attached as Exhibit A.

Section 2. In furtherance of the adopted policy, City officers and staff are authorized and directed to prepare a Complete Streets Implementation Plan based on the task outlined therein.

Section 3. City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Ordinance.

(Signatures on the following page)

ORDINANCE NUMBER _____

22-1036-3580 | 1184833_2

Complete Streets

ADOPTED this _____ day of _____, 2022.

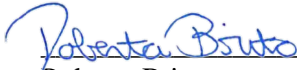
THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

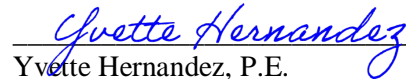
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, P.E.
City Engineer

ORDINANCE NUMBER _____
22-1036-3580 | 1184833_2
Complete Streets



Acknowledgements

Mayor Oscar Leeser

City Council

Peter Svarzbein, *District 1*

Alexsandra Annello, *District 2*

Cassandra Hernandez, *District 3*

Joe Molinar, *District 4*

Isabel Salcido, *District 5*

Claudia Lizette Rodriguez, *District 6*

Henry Rivera, *District 7*

Cissy Lizarraga, *District 8*

City Managers & Deputies

Tommy Gonzalez, *City Manager*

Cary Westin, *Economic Development & Tourism*

Dionne Mack, *Public Safety*

Robert Cortinas, *Support & Financial Services*

Tracey Jerome, *Quality of Life*

Sam Rodriguez, *Public Works & Transportation*

Laura Cruz-Acosta, *Communications*

City Plan Commission

Chris Cummings

Diana Origel-Gutierrez

Dion Castro

Kevin Quinn

Bianca De Leon

Jose L. Reyes

Jose Guzman

Kathleen Staudt

Martina Lorey

Streets & Maintenance Department

Alfredo Austin, *Bicycle Program Coordinator*

Richard Bristol, *Director*

Randy Garcia, *Assistant Director*

Kyle Ibarra, *Program Manager*

Sergio Reyes, *Traffic and Transportation Engineer*

Hannah A. Allen, *Traffic Engineer Associate*

Planning & Inspections Department

Philip Etiwe, *Director - Planning and Inspections*

Kevin Smith, *Assistant Director for Planning*

Capital Improvement Department

Alex Hoffman, *Assitant Director for CID Planning*

Joaquin Rodriguez, *Complete Streets Project Manager*

Yvette Hernandez, *Director of C.I.D. Grant Funded Programs*

Community and Human Development

Nicole Ferrini, *Chief Resiliency Officer*

Fernando Berjano, *Sustainability Coordinator*

El Paso Complete Streets Coalition

AARP

Action for Healthy Kids

American Heart Association

Center for Community Health Impact

Centro San Vicente

CityHealth

El Paso Diabetes Association

El Paso Independent School District

Frontera Land Alliance

Green Hope Project

LiveActive EP

Medical Center of the Americas

Paso del Norte Health Foundation

Podium Finish

Quantum Engineering Consultants

Race El Paso

Rio Grande Area Agency on Aging

Smart Growth America

Texas Tech University Health Science Center

Velo Paso

Volar Center for Independent Living

YMCA



Table of Contents

Vision, Intent, and Guiding Principles	2
Vision and Intent	3
Guiding Principles	5
Equity, Diversity, and Inclusivity	8
Commitment in All Projects and Phases	10
Implementation Steps	12
Coordination, Implementation, and Oversight	13
Technical Review Committee (TRC)	13
Mobility Advisory Committee (MAC)	14
Implementation Strategy	15
Jurisdiction	18
Design	20
Land Use and Context Sensitivity	22
Performance Measurement, Reporting, and Accountability	24
Performance Measurement and Reporting	25
Near-term Performance Indicators	25
Mid-term Performance Indicators	25
Long-term Performance Indicators	26
Recommended Performance Measures	27
Changes to the Transportation Planning Process	27
New Complete Streets Investments	28
Community Benefits - Project Based	29
Community Benefits - Long-term/Benchmarking	29
Project Selection Criteria	30
Clear, Accountable Exceptions	32



Vision, Intent, and Guiding Principles



Wide sidewalks, buffered bike lanes, shade trees, and pedestrian-scale lighting are important components of complete streets

Vision and Intent

Quality of life is a top priority for the residents and leaders of El Paso, with recent investments made to improve parks and expand trails, increase access to public transportation, and address public health concerns. City streets are public spaces that can be used to address these priorities.

A Complete Streets policy serves to create a connected, resilient, and equitable transportation network through a shift in street and road design that ensures equitable access to community resources for all people, including those who walk, bike, use a wheelchair, use public transportation, or drive. In addition to establishing a safe and equitable transportation network, a complete streets approach provides additional co-benefits through improvements in public health and air quality, increased access to outdoor recreation opportunities, reduced maintenance costs, increased property values, and enhanced neighborhood safety and aesthetics.

Through this policy, the City of El Paso confirms its commitment to integrating and prioritizing multimodal transportation options in all street and road projects. **This Complete Streets Policy directly supports the transportation goals outlined in Plan El Paso and the Livable City Sustainability Plan “to become the least car-dependent city in the Southwest through meaningful travel options and land-use patterns that support walkability, livability, and sustainability.”** This policy will also directly support the goals outlined in the 25 by 2025 City of El Paso Strategic Plan, such as:

- 1.5** - Stimulate economic growth through transit and bridges
- 2.4** - Improve motorist safety and traffic management solutions
- 3.1** - Improve the visual impression of the community (gateways, corridors, intersections, and parkland)
- 3.2** - Set one standard for infrastructure across the City
- 7.2** - Improve competitiveness through infrastructure improvements impacting the quality of life
- 7.3** - Implement improvements and activate programming that support and promote multimodal transportation
- 7.5** - Design and implement infrastructure projects that maximize co-benefits, simultaneously addressing climatic and social stressors such as flooding, heat and energy, and citizen mobility update
- 8.5** - Improve air quality throughout El Paso

The City shall consistently support, plan, design, construct, and operate an interconnected street network that safely accommodates all anticipated users and transportation modes. Attention shall be given to the safety and comfort needs of the most vulnerable individuals on our streets—people walking, biking, taking transit, exercising and using wheelchairs or other mobility devices as well as other individuals with visual or hearing disabilities—while still balancing the needs of those driving private, commercial, freight, and emergency vehicles. This policy recognizes that all modes cannot receive the same type of accommodation on every street; the overarching goal is that everyone has the ability to access the transportation system and travel throughout the network in a safe and comfortable manner. **To accomplish this goal, the City is committed to prioritize transportation investments which make walking, biking, public transit, and shared mobility safe, attractive, and viable travel options in El Paso.**

In addition to their transportation function, streets are the largest form of public space in the City.

Therefore, by implementing this policy, the City intends to enhance the potential of our streets to become healthy, vibrant, and inviting “places to be” with pedestrian-scale lighting, shade trees, landscaping, green infrastructure, public art, walkable destinations, and other amenities. As the City continues to deal with public health challenges it is more important than ever to provide equitable access to multimodal transportation alternatives that accommodate social distancing guidelines and ensure user safety.



Stanton Street accommodates the needs of all road users, including transit riders of the street car, cyclists within the protected cycle track with dedicated bike signals, leading-pedestrian interval signal phases, and automotive travel lanes.

Guiding Principles

This Policy is built upon the following six guiding principles and provides a framework for integrating a Complete Streets approach into the plans, policies, decision-making processes, funding priorities, and other everyday practices of the Capital Improvement Department (CID), Streets and Maintenance Department (SAM), Planning and Inspections Department (P&I), as well as other relevant city departments.

Safety - Complete Streets provide a safe travel experience to all users, including drivers, and are an effective strategy to eliminating preventable traffic fatalities.



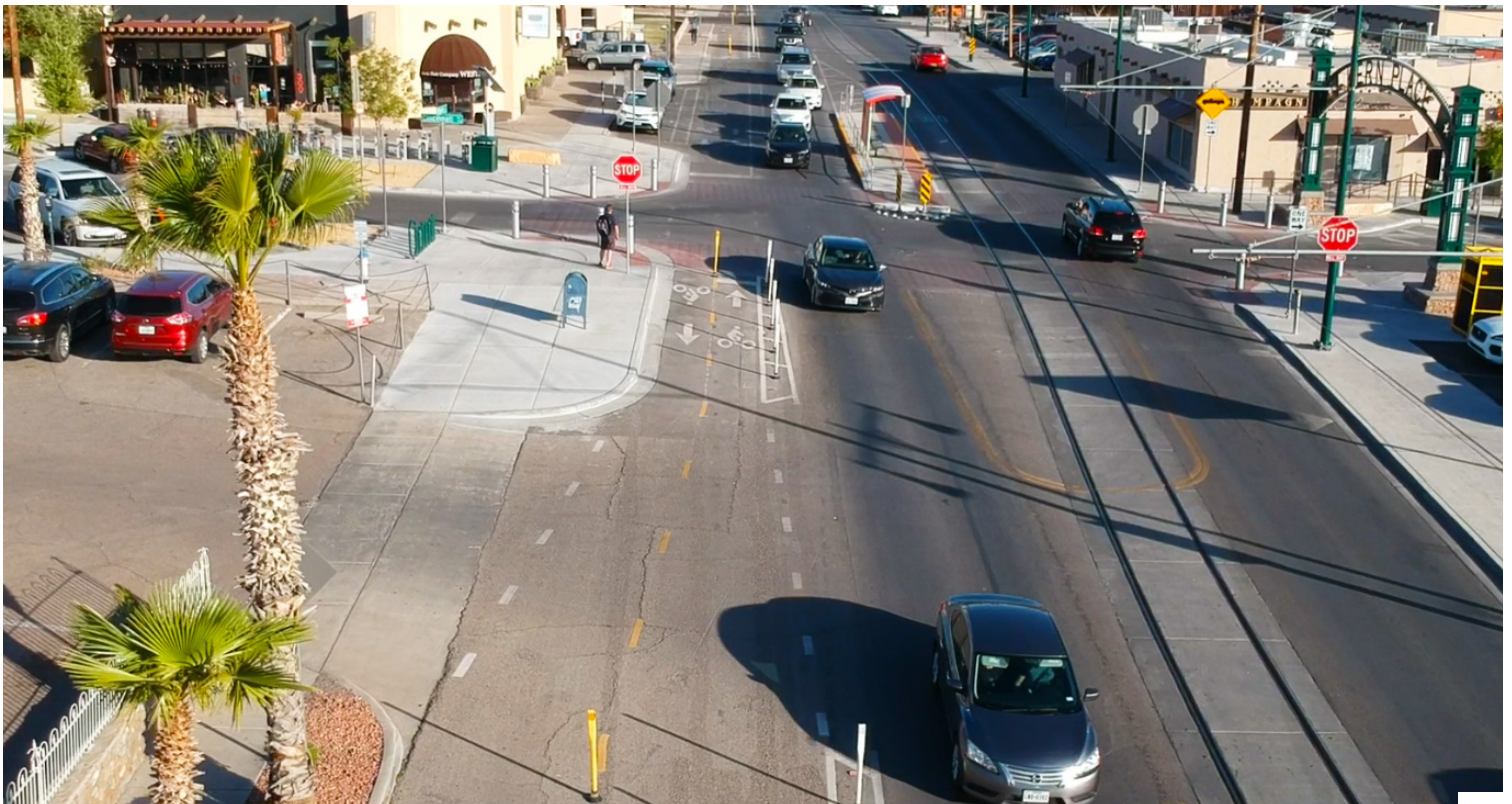
Accessibility - Complete Streets serve people of all ages and abilities by including design elements such as curb ramps to accommodate users with mobility issues. Regular maintenance is critical to ensuring that sidewalks and bike lanes stay clear of sediment, debris, or ponding water.



Equity, Diversity, And Inclusivity - Complete Streets elements are implemented equitably and inclusively throughout the city, with targeted outreach and implementation programs to address the most vulnerable and under-invested neighborhoods.



Land Use - Complete Streets incorporate context sensitive, flexible design approaches that consider the surrounding community's current and expected land use and transportation needs when designing and implementing pedestrian, cyclist, and transit facilities.



Environment - Complete Streets preserve and protect El Paso's environment and improve health by providing opportunities for active transportation, reducing vehicle miles traveled, decreasing pollution caused by motor vehicles, and managing stormwater through the implementation of green infrastructure.



Economic Vitality - Complete Streets help spur economic development by supporting business and job creation, promoting resiliency in the workforce through access to multiple mobility options, and through increased property values for homeowners and increased property tax revenue for the City.



Equity, Diversity, and Inclusivity



The City of El Paso is committed to advancing transportation equity through the Complete Streets approach by investing in the most underserved communities, involving the people who have historically been excluded from the transportation planning process, and prioritizing projects and roadway designs that serve the most vulnerable users of the transportation network. The City's unique geographic location, binational culture, and close economic relationship with Ciudad Juarez should be considered when identifying and developing multimodal corridors in order to serve the millions of international tourists that cross into El Paso's ports of entry as pedestrians or cyclists.

There are populations and communities within our City that face higher transportation burdens and experience greater barriers to accessing resources and opportunities, as well as disenfranchised populations and communities that have traditionally been underrepresented in city planning and decision-making processes. These populations include low-income individuals, people of color, senior residents, children, youth, people with disabilities, and people living in households without access to a private automobile.

Each of these groups are either at higher risk of injury or death while walking or biking and/or more likely to walk, bike or use public transit than the population as a whole and, therefore, need to be considered specifically when improving the transportation environment. **To begin to address these inequities, the City shall incorporate equity criteria into the project prioritizing process and develop an inclusive community engagement plan to reach our most vulnerable users and underrepresented populations** (as outlined in *Project Selection Criteria*). It is important to incorporate equity criteria when evaluating maintenance as well in order to maintain accessibility for everybody, including the most vulnerable users.



Proper design and regular maintenance are critical to preventing accessibility issues caused by erosion and flooding.

Commitment in All Projects and Phases



All transportation projects are potential opportunities to make the transportation network safer, as well as more accessible, convenient, affordable, resilient, and reliable. Therefore, this Complete Streets Policy shall inform decision making throughout all phases of all transportation projects, from planning through design and construction, in order to ensure safe and equitable access to the transportation network. These procedures and core principles shall apply to all transportation projects including new construction, reconstruction, resurfacing, restoration and rehabilitation.

Construction and repair work can create a burden especially for people walking, biking, or using wheelchairs or other mobility devices. Therefore, the City shall require that all public departments and private contractors provide accommodations for people using all modes of transportation to continue to use the street safely during any construction or repair work that infringes upon the right-of-way, sidewalk, bicycle lanes, transit stops, or accessibility infrastructure such as curb ramps in accordance with this policy and the Manual for Uniform Traffic Control Devices (MUTCD).



Out of service Brio station due to Mesa Street reconstruction. Close coordination between the City and other project sponsors, such as TxDOT, could lead to expedited construction immediately near transit stops to reduce out of service time

Implementation Steps



Coordination, Implementation, and Oversight

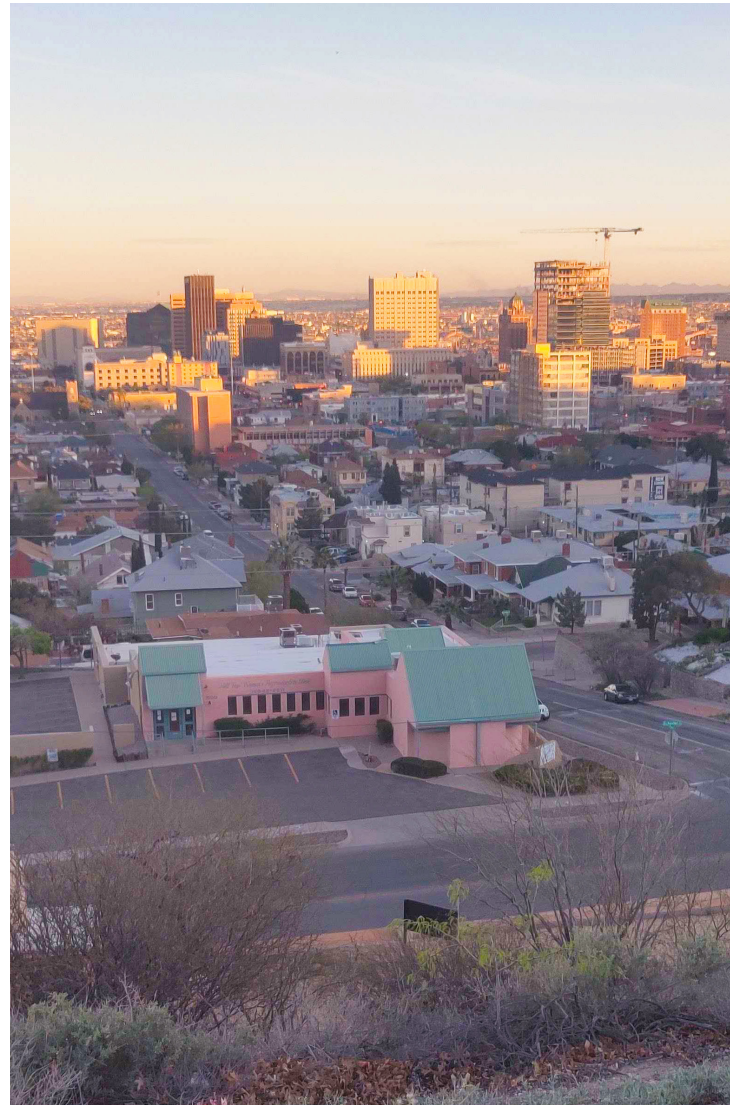
In implementing this policy, the City shall make the Complete Streets approach a routine and integral part of its everyday practices and shall approach every transportation project as an opportunity to enhance mobility for people using all modes of transportation. The City shall establish two committees, the Technical Review Committee and the Mobility Advisory Committee, to ensure successful implementation of this policy and facilitate internal City coordination, public oversight, and community engagement.

Technical Review Committee (TRC)

The Technical Review Committee will be responsible for overseeing internal implementation and ensuring the interdepartmental coordination of projects with Complete Streets design elements. The TRC shall also invite external issue area experts, such as representatives from academic institutions, advocacy groups, community organizations, or local and national planning and transportation organizations, as needed to provide technical support to the committee. The TRC will meet at the request of the Chair as frequently as required to perform its duties and at least once per quarter, in-line with Capital Improvement Department project status quarterly updates.

The TRC shall comprise the following representatives:

- Capital Improvement (Chair of the Committee)
- Streets and Maintenance (Co-chair)
- Planning and Inspections (Co-chair)
- Parks and Recreation
- Community and Human Development
- El Paso Fire Department
- El Paso Police Department
- El Paso Water Utilities/Public Service Board
- Environmental Services
- Sun Metro/Mass Transit Department
- Office of Accessibility & ADA
- Public Health
- LiveActive EP
- At least one representative from the Mobility Advisory Committee



Mobility Advisory Committee (MAC)

The Mobility Advisory Committee (MAC) will help provide oversight and accountability for the Complete Streets Policy. The MAC will work in tandem with the TRC to provide input on the implementation steps described below, as well as on the review of exceptions, project prioritization and selection, funding allocation, and advocacy and engagement around Complete Streets projects. This committee provides an opportunity for direct public involvement in the Complete Streets process, both through volunteer opportunities to serve on the committee as well as the opportunity to review and comment on the publicly available agenda items and any relevant projects.

This committee shall consist of diverse stakeholders, including representatives from the general public as well as different sectors, industries, and issue areas such as transportation, health, education, environment, environmental justice, social equity, public art, economic development, business, and construction. The committee shall also include representatives from advocacy groups and organizations working with communities prioritized within the *Project Selection Criteria*. To the extent possible, the MAC shall provide a holistic representation of El Paso's diversity and include members reflective of regional demographics. Senior level staff from CIP, SAM, P&I, and other appropriate City departments will participate in MAC meetings to ensure accountability, communication, and action. This can be accomplished by including non-voting advisors to ensure that all desired roles and perspectives are represented.

Within 90 days of policy adoption, CID, SAM, and P&I, in consultation with the Technical Review Committee, shall draft enabling policy that creates the new Mobility Advisory Committee and clearly defines the roles, responsibilities, and makeup of the committee. This document will also describe how the TRC will interface with the MAC.

The structure of the Mobility Advisory Committee shall be guided by the following principles:

- Follows best practices in **collaborative decision-making and community empowerment**
- Includes **diverse representation from key stakeholder groups** mentioned above
- Brings **accountability** to the implementation of this Complete Streets Policy
- **Fostering collaboration** between City staff and external stakeholders
- Facilitated by a neutral, professional facilitator

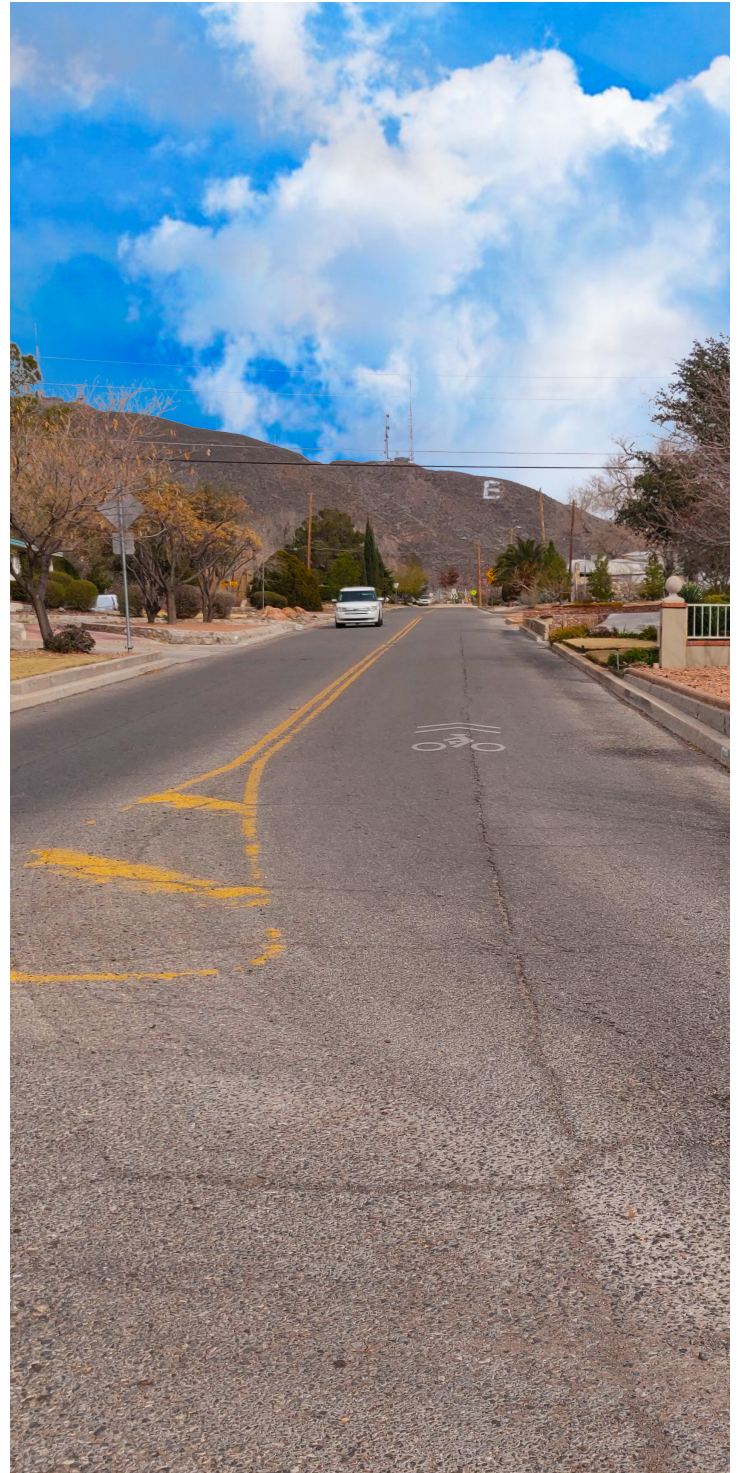


Implementation Strategy

The Technical Review Committee (TRC) and the Mobility Advisory Committee (MAC) shall take the lead on implementation of this Complete Streets Policy. Within six months of policy adoption, the Technical Review Committee and the Mobility Advisory Committee shall start developing a Complete Streets Implementation Plan addressing all items listed below and shall identify a deadline for the completion of the implementation plan.

The progress on implementation shall be documented in annual reports, and timelines for completing identified tasks, such as reviews and revisions of existing documents and development of new plans, tools, or performance measures shall be established.

1. **Designate a Complete Streets Program Manager** to oversee all aspects of the Complete Streets Policy including its implementation.
2. **Offer training opportunities** at least once per fiscal year to boost staff capacity in Complete Streets Policy implementation. Trainings can focus on Complete Streets design and implementation, community engagement, equity, smart technology, or other relevant topics. The City shall also encourage and facilitate professional development in the Complete Streets approach by providing opportunities to attend national conferences, virtual web trainings, and other training opportunities. Complete Streets MAC members shall be included in these trainings, as appropriate. **The City shall provide opportunities for the general public to participate in Complete Street training in order to increase awareness and improve community understanding for these types of projects.**
3. Identify, review, and revise existing relevant procedures, plans, regulations, and other processes for consistency with the Complete Streets Policy.
4. **Review and revise street design standards currently used in the planning, designing, and implementation phases of transportation projects to ensure that they reflect the best available design guidelines for effectively implementing Complete Streets facilities.** The City is currently updating standards to reflect Complete Streets. This manual may also be incorporated into current comprehensive design standard updates and will be made publicly available online.



5. **Develop a project prioritization tool** as outlined in *Project Selection Criteria*.
6. **Identify performance targets and select performance measures** as outlined in *Performance Measurement, Reporting, and Accountability*.
7. **Develop and adopt other tools, such as a Complete Streets Checklist**, as necessary to help guide project implementation.
8. **Identify ways to improve other City practices** to better align with the goals of the Complete Streets Policy and changing trends in the industry, **including multimodal level of service analysis** and multimodal trip generation methods for transportation impact studies.
9. **Proactively implement automobile speed-management strategies**—such as right-sizing, striping narrower lanes, narrowing turn radii, and adding traffic-calming/green infrastructure features like speed tables, neighborhood traffic circles, curb extensions, and chicanes—**during planned maintenance and operations as well as retrofitting projects**.
10. **Experiment with the use of “lighter-quicker-cheaper” techniques and temporary materials**—like paint, planters, and portable street furnishings—for a variety of Complete Streets enhancements (such as protected bike lanes, traffic calming and management features, plazas, parklets, and intersection safety improvements), **to test out ideas, implement pilot projects, and gather community input more quickly**.



Concrete splitter islands are a complete street design element that reduce the width of a travel lane to promote reduced vehicle speeds; This design also provides a pedestrian refuge within the concrete curb. Textured crosswalk elements promote slower vehicle speeds and colored concrete or painted asphalt alerts drivers to increased pedestrian activity.

11. **Develop a plan for accommodating each mode of transportation at a network or system level**, in addition to such considerations at the project level. This process may include the completion of a Mobility Master Plan, a Pedestrian Master Plan, a Bicycle Master Plan, a Transit Master Plan, and/or a Freight Master Plan. It may also include the adoption of an Expanded Functional Classification System and/or a street typology system to provide a multi-modal emphasis and a context-sensitive approach in the way streets are classified and designed.
12. **Facilitate coordinated implementation of both the Complete Streets Policy and existing plans and policies that support the creation of Complete Streets**, including but not limited to Plan El Paso, the City of El Paso Bike Plan, the Americans with Disabilities Act (ADA) Transition Plan, the Vision Zero Safety Action Plan, and Green Infrastructure/Green Street principles such as those in the Onward Alameda Corridor Plan.
13. **Create a plan to ensure robust, meaningful, and inclusive community engagement, with a particular emphasis on engagement of communities that have traditionally been underrepresented in city planning and decision-making processes.** The plan shall include specific strategies for overcoming barriers to engagement associated with race/ethnicity, income, age, disability, English language proficiency, vehicle access, non-traditional schedules, and other factors linked to historic disenfranchisement. **The plan shall include an evaluation of these outreach efforts to include in the annual report**, as detailed in *Performance Measurement, Reporting, and Accountability*.
14. **Actively seek sources of public and private funding** to assist in the implementation of this Policy.



A “lighter-quicker-cheaper” (as mentioned in Implementation Strategy item 10) splitter island design utilizes paint to visually narrow the travel lanes and promote reduced vehicle speeds at significantly reduced costs compared to a concrete splitter island.

Jurisdiction



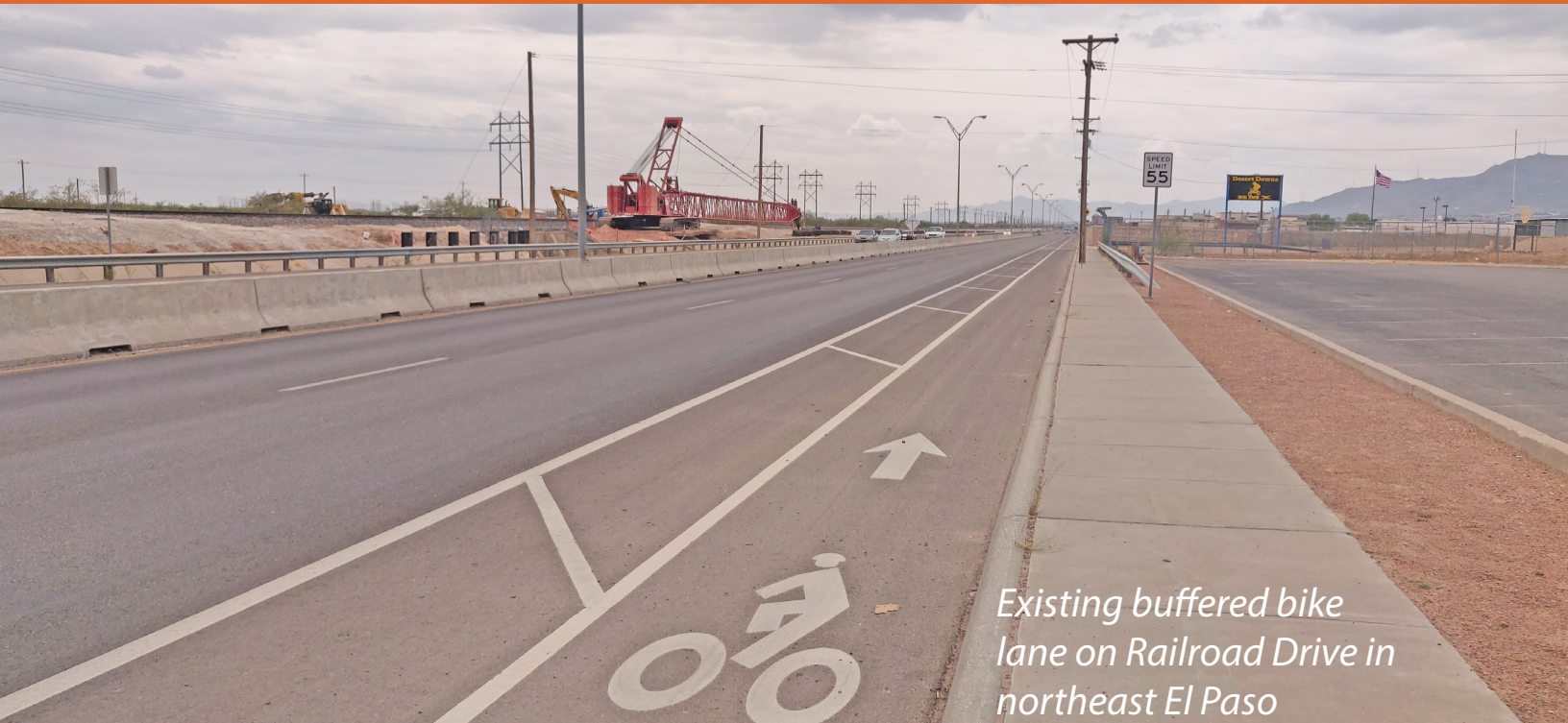
In 2012, the City adopted a Complete Streets Policy that established the ambitious goal “to become the least car-dependent City in the Southwest through meaningful travel options and land-use patterns that support walkability, livability, and sustainability. Over time, El Paso will join the ranks of the most walkable and transit-rich metropolitan areas in the country.” This policy resulted in new street design cross-sections and multi-modal considerations that have placed a larger emphasis on transit and cycling opportunities.

This updated Complete Streets Policy incorporates a more robust, equitable, and accountable framework for expanding El Paso’s complete street network. Successful and effective implementation of this policy will require collaboration between multiple city departments and other entities (both private and public). Clear and effective communication between all parties and awareness of the policy will be necessary to identify opportunities to incorporate Complete Streets elements and to implement them. **The City shall ensure internal coordination among its departments to effectively and strategically implement the Complete Streets Policy while making the best use of fiscal resources.** The City should also seek to identify opportunities to work with surrounding municipalities in order to identify potential complete street corridors throughout the region to complement investments within City limits.

The City shall make every effort to work with other entities such as the County of El Paso, Rio Grande Council of Governments (RGCOG), the Texas Department of Transportation (TxDOT), the Metropolitan Planning Organization (MPO), the Camino Real Regional Mobility Authority (CRRMA), Fort Bliss, school districts, surrounding municipalities, and other public and private utilities **to develop facilities and accommodations that further the City’s vision of a connected, integrated transportation network.** In addition, to the extent possible, the City shall work closely with relevant entities to incorporate Complete Streets elements into transportation projects that are located within the City boundaries but are not under the direct control of the city, such as state-owned roadways.

In some cases, projects that impact the right-of-way are managed and funded by private partners, such as traditional suburban residential neighborhoods. Thus, to ensure consistency in new construction or reconstruction of public streets, **the City shall ensure that private development will comply with this Policy through design and development standards that will be incorporated into applicable standards and codes,** such as the Design Standards for Construction (DSC), Unified Development Code, Street Design Manual, and Technical Standards Manual.

Design



Existing buffered bike lane on Railroad Drive in northeast El Paso



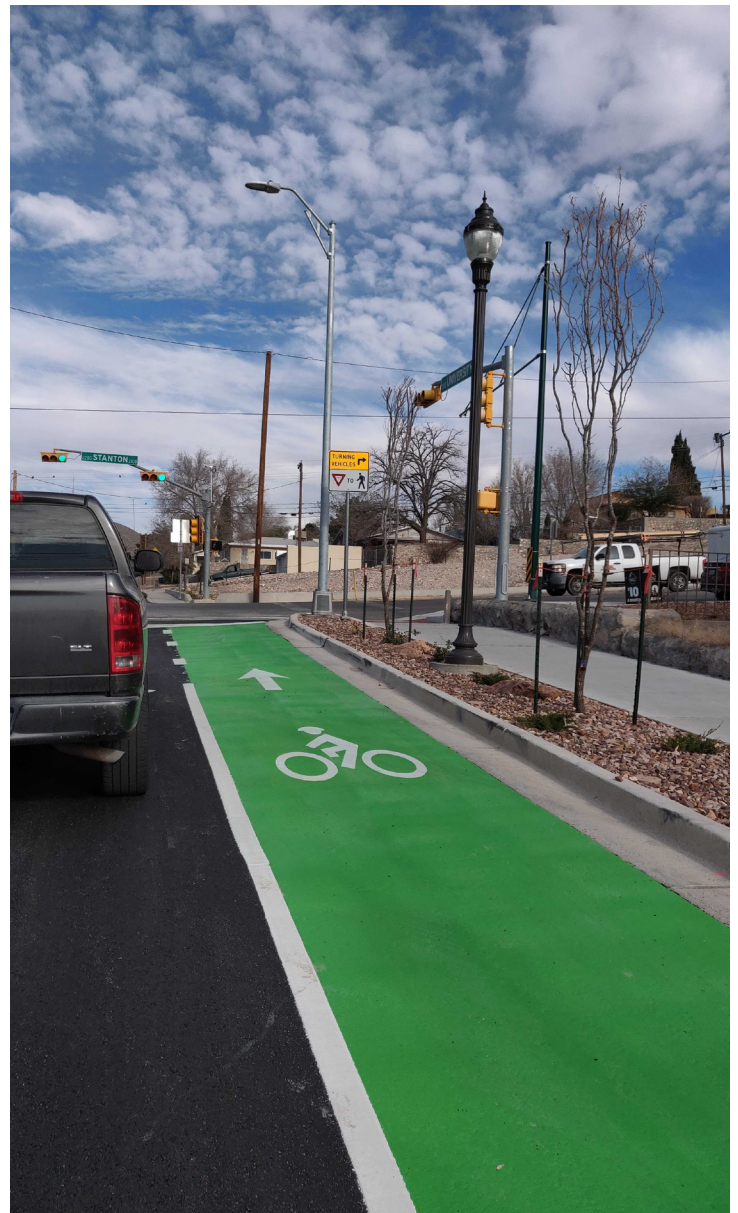
Conceptual rendering of complete streets design elements along Railroad Drive in northeast El Paso

The City of El Paso has taken major steps in recent years to confirm their commitment to using industry best practices, innovative design trends, and design standards and guidelines to maximize design flexibility, implementation, and to ensure that streets are safe and comfortable for all people. In 2014, City Council passed a resolution adopting the National Association of City Transportation Officials (NACTO) “Urban Street Design Guide” and “Urban Bikeway Design Guide” as the official design guidelines for capital improvement projects and other city funded street and roadway improvement projects within the City of El Paso. These important steps have led to the implementation of new street cross-sections and an increased focus on improving multimodal transportation alternatives.

NACTO has released guidelines in recent years that address various components of this Complete Streets Policy, including “City Limits: Setting Safe Speed Limits on Urban Streets” and “Designing Streets for Kids.” The City shall follow established design standards that provide guidance on multimodal street design and support Complete Streets. These may include, but are not limited to, the following:

- NACTO, Urban Street Design Guide (City of El Paso resolution, May 2014)
- NACTO, Urban Bikeway Design Guide (City of El Paso resolution, May 2014)
- NACTO, Transit Street Design Guide
- NACTO, Urban Street Stormwater Guide
- NACTO, City Limits: Setting Safe Speeds Limits on Urban Streets
- NACTO, Designing Streets for Kids
- The Institute of Transportation Engineers (ITE), Implementing Context Sensitive Design on Multimodal Corridors: A Practitioner’s Handbook
- The Institute of Transportation Engineers (ITE), Designing Walkable Urban Thoroughfares: A Context Sensitive Approach
- AASHTO, Guide for Planning, Designing, and Operating Pedestrian Facilities
- AASHTO, Guide for the Development of Bicycle Facilities

NACTO offers high-level best practices for cities and this policy helps apply these standards locally to ensure safe streets, building on the NACTO framework and calibrating it for El Paso’s specific needs and challenges. When fulfilling this Complete Streets policy, the City will follow the design manuals, standards, and guidelines above, as applicable. This does not preclude the consideration of innovative or non-traditional design options where a comparable level of safety for users is present or provided.



A high-visibility bike lane along University Avenue.

Land Use and Context Sensitivity



The Complete Streets approach is a flexible, context-sensitive solution that requires a thorough examination of a street's intended function and purpose. Not all streets will include the exact same elements to accommodate all modes of transportation in the same manner. **Implementation of Complete Streets design elements must be done with respect to the surrounding community, its natural and built environments, demographics, current and future land uses, and transportation needs.** In addition to improving safety and mobility, this approach to process and design aims to support a range of goals—such as enhancing scenic, historic, and environmental resources, ensuring access to businesses, and allowing for roadway designs to be flexible and sensitive to community needs and values—to better balance transportation, economic, social, and environmental objectives.

There is an inextricable connection between land use and transportation. Transportation facilities and investments influence development and neighborhood character. In turn, land use and development patterns affect travel patterns and help determine whether walking, biking, and public transportation are appealing and convenient transportation options. Therefore, **complementary land use policies and zoning ordinances are needed for effective Complete Streets Policy implementation to occur**, for example, by facilitating the creation of walkable neighborhood destinations as well as higher density, mixed-use, transit-oriented development in appropriate locations such as along high capacity transit corridors.

Per this policy:

1. **The City shall continue to support coordination between relevant departments**, including Capital Improvement Department (CID), Streets and Maintenance Department (SAM), and Planning & Inspections Department (P&I), **to identify opportunities to integrate land use and transportation in plans, policies, and practices.**
2. In certain instances, significant public investment in transportation infrastructure can trigger an increase in land values and housing costs. **In the planning phases of largescale transportation projects, the City shall** ensure collaboration between its CID, SAM, P&I, and Community and Human Development departments to **thoroughly consider measures to preserve housing affordability and increase new affordable housing options in order to help meet community needs and mitigate unintended consequences such as involuntary displacement.**
3. **The City shall review and, in coordination with our development community, revise land use policies, plans, zoning ordinances, and/or other relevant documents and procedures to incorporate the vision of the Complete Streets Policy.** This could include Resilient El Paso, the International Building Code, and Major Thoroughfare Plan. After a comprehensive review of existing documents, a timeline shall be established for the revisions to be completed.
4. In revising existing, or developing new, transportation plans and/or design guidelines, **the City shall specify how transportation projects will serve current and future land uses and shall consider developing new street typologies** that take into account the densities, context, and local character of the surrounding neighborhoods and natural environments, as well as adjacent land uses.

Performance Measurement, Reporting, and Accountability



Intersection bulb-outs reduce crossing times for pedestrians and encourage slower vehicle speeds; Bulb-outs provide excellent opportunities to incorporate green infrastructure into the expanded parkway

Performance Measurement and Reporting

The City is committed to tracking and evaluating the progress of its Complete Streets Policy implementation. The Technical Review Committee shall establish performance targets and identify performance measures, informed by the policy's guiding principles and the City's Strategic Goals, under the following categories in consultation with the Mobility Advisory Committee and any additional experts, as needed.

Near-term Performance Indicators

Related to changes to the transportation planning process to make the Complete Streets approach a routine part of day-to-day decision making. The performance measures in this category will include, but are not limited to:

- Progress on updating existing documents and procedures
- Progress on training staff
- Progress on facilitating robust and inclusive community engagement
- Progress on engaging under-resourced and under-invested communities



Mid-term Performance Indicators

Related to new Complete Streets investments. The performance measures in this category will include, but are not limited to:

- Progress on funding and implementing infrastructure projects that improve multimodal mobility, enhance network connectivity, improve accessibility, and increase shade
- Progress on funding and implementing street trees, rain harvesting, and green infrastructure
- Progress on retrofitting streets in established neighborhoods to meet current accessibility standards

Long-term Performance Indicators

Related to community-wide benefits and will require close collaboration with regional institutions and organizations. The performance measures in this category will include, but are not limited to:

- Reduced traffic fatalities
- Increase in outdoor recreation
- Jobs created
- Increased job accessibility
- Increased physical activity
- Improved cardiovascular public health metrics
- Reduced vehicle miles traveled
- Biodiversity
- Changes in travel mode
- Specific evaluation of complete streets investments in under-resourced and under-invested communities

The performance measure development process will involve considerations such as data availability and strategies for systematic collection of data over time. The process will include entities responsible for collecting it as well as possible partnerships with entities outside of the City, such as the El Paso County Health Department, the Medical Center of the Americas, Texas Tech University, The University of Texas at El Paso, hospital systems, economic development organizations, local advocacy organizations, and other educational institutions.

Performance measure tracking and reporting may start with utilizing existing data, and the collection of additional important data may be phased in.

These performance measures include both quantitative and qualitative data collection methods (such as intercept surveys, focus groups, and interviews) that highlight the perspectives and experiences of individuals, thereby painting a more holistic picture of how Complete Streets Policy implementation impacts the lives of community members. Measures of equity shall be integrated into the performance measures to track progress on inclusive community engagement and the relative share of projects implemented in low-income communities, communities of color, and low-vehicle-ownership neighborhoods, in accordance with the project prioritization tool referenced in *Project Selection Criteria*.

In partnership with the Mobility Advisory Committee, **the Technical Review Committee shall produce an annual report documenting the progress of Complete Streets Policy implementation**—including performance targets, performance measures to be collected every two years, exceptions granted to this Policy along with documented reasons, and an update on the items outlined in the implementation guidelines under *Clear, Accountable Exceptions*. **This annual report shall be presented to the Mayor and City Council and be made publicly available online.**



Recommended Performance Measures

Changes to the Transportation Planning Process

Engaging the Public

- Quality and quantity of community engagement throughout all phases of transportation projects, to **facilitate inclusive participation that is representative of populations affected by Complete Streets projects** and/or related policy decisions, in accordance with the community engagement plan; incorporation of “non-traditional” or creative public engagement opportunities such as “pop-up” demonstrations of proposed street redesigns, block parties, working with paid community liaisons to facilitate outreach, and other ways of “going to the people” and meeting community members where they naturally convene rather than solely

holding meetings and expecting them to come; community input expressly integrated into projects and policies

Updating Documents

- Review/revision of plans, policies, design standards, and other relevant documents and procedures to support a Complete Streets approach

Training and Hiring Staff

- Percentage of staff trained, hours and content of trainings; incorporation of “Complete Streets expertise” in CID, SAM, Planning and Inspections hiring criteria



New Complete Streets Investments

Projects

- Mileage, type, and location of new or improved walking, biking, and transit facilities that increases pedestrian, bicycle, and/or transit level of service (for example, Multimodal Transportation Impact Analysis)
- Relative share of projects implemented in low-income communities, communities of color, and low vehicle-ownership neighborhoods (in accordance with project prioritization tool referenced in *Project Selection Criteria*) to track equitable implementation

Public Perception

- Changes in people's perceptions of safety and comfort levels, reported through intercept surveys or similar methods

Funding

- Total and percentage of transportation funding allocated to projects that improve pedestrian, bicycle, and/or transit level of service (for example, Multimodal Transportation Impact Analysis)
- Distribution of funding with respect to equity criteria (in accordance with project prioritization tool referenced in *Project Selection Criteria*)

Green Infrastructure and Shade

- Amount of green infrastructure and street trees incorporated in transportation projects
- Increase in stormwater harvesting capacity and tree canopy coverage within the right-of-way

Accessibility and Connectivity

- Progress on construction or installation of accessibility features in compliance with the requirements of the Americans with Disabilities Act (ADA) and Rehabilitation Act (may be through implementation of the ADA Transition Plan)
- Progress on implementation of the City of El Paso Bike Plan
- Gaps filled in walking, biking, and public transit networks (as referenced in Item 11 of the Implementation Chart in *Clear, Accountable Exceptions*)
- First mile/last mile transit access connections
- Improved access to jobs and community destinations
- Increased street lighting



Community Benefits - Project Based

Travel Behavior

- Changes in pedestrian and cyclist volumes and/or transit ridership and average daily traffic (ADT) as appropriate

Safety

- Changes in the number and rate of crashes by mode and severity
- Changes in motor vehicle speed and travel times
- Number and types of citations issued and/or traffic violations observed
- People's perceptions of safety, measured through intercept surveys or similar methods
- Changes in violent crime rates as a measure non-traffic safety, as appropriate

Equity

- Changes in combined costs of housing and transportation where major Complete Streets improvements are implemented (in addition to the equity criteria associated with project selection, funding allocation, and community engagement, as outlined in previous sections)

Quality of Life

- Changes in the perceived quality of life of residents in neighborhoods adjacent to implemented projects

Economic Vitality

- Changes in property values, vacancy rates, retail sales, number of overall business establishments and local businesses, and associated jobs attracted to the project area
- Business owner and customer perceptions and travel mode choices measured through surveys
- Temporary construction jobs created
- Permanent maintenance jobs created

Job Creation

- Number of jobs created by facility type (complete streets/multimodal vs traditional infrastructure projects)

Community Benefits - Long-Term/ Benchmarking

Travel Behavior

- City-wide changes in mode split and vehicle miles traveled (VMT) and/or single occupancy auto commute trips over time

Safety

- Number, rate, and location of crashes by mode and severity
- Injury and fatality rates by population characteristics such as race, income, gender, and age

Equity

- Percent of populations identified in the project prioritization tool (referenced in *Project Selection Criteria*) that are served by and have direct access to Complete Streets facilities
- Changes in housing and transportation costs over time for these populations

Health

- Rates of hypertension, heart disease, diabetes, obesity, asthma, depression, and other chronic illnesses by race and income over time
- Rates of meeting physical activity recommendations by race and income over time

Air Quality

- Changes in the annual number of "Good" and "Moderate" days according to the Air Quality Index
- Changes in El Paso's nonattainment status for PM10

International Travel

- Changes in the annual percentage of cross-border trips made by pedestrians and cyclists

Project Selection Criteria



Many streets in El Paso's central core do need meet current accessibility standards

Allocating funding for projects with Complete Streets design elements is critical to developing a safe, accessible, and interconnected transportation network. These projects should be prioritized for planning, funding, and development in order to quickly and efficiently build-out Complete Street corridors.

To facilitate that prioritization, the Technical Review Committee in consultation with the Mobility Advisory Committee shall develop a project evaluation tool, based on metrics and points, to evaluate capital projects and expedite those that improve safety and improve multimodal level of service.

This tool will incorporate criteria to reward projects that incorporate elements such as:

- Connectivity to Sun Metro, Brio, or Streetcar service
- Connectivity to existing and planned bike lanes, walking paths, or trails
- Traffic calming elements
- Low-impact design elements, green infrastructure, water harvesting
- Increased shade canopy, edible landscaping elements
- Pedestrian-scale lighting
- Bicycle amenities (bike racks, bike repair stations, bike parking)

The tool shall further prioritize projects with Complete Streets elements in neighborhoods where residents disproportionately rely on low-cost mobility options and shall, at a minimum, include criteria to direct investment to neighborhoods with higher concentrations of low-income individuals, people of color, and households without access to a private automobile.

These criteria should also reward projects being proposed in the following areas:

- Communities with previous under-investment
- Neighborhoods with historically marginalized populations
- Areas with environmental justice concerns
- Neighborhoods with high concentrations of low-income individuals
- Areas with low private automobile ownership
- Streets near schools, parks, and libraries
- Streets near international ports of entry
- Along targeted transit corridors

Any regional or local projects already prioritized for funding in the Transportation Improvement Program (TIP) prior to developing the project prioritization tool will automatically be included in the priority list, though projects shall include as many Complete Streets elements as possible within the criteria set by the funding source. The tool shall also include other equity-focused criteria to prioritize projects that directly benefit other vulnerable users of the transportation system such as children, older adults, and people with disabilities. Health impact assessments may also be utilized during the project decision-making processes in order to evaluate the health effects of proposed projects and to promote health equity.



Clear, Accountable Exceptions



This policy applies to all projects conducted by, or for which funds are awarded by, TxDOT, the El Paso MPO, or the City of El Paso. The policy includes phased timelines and flexible implementation guidelines and is expected to be incorporated into all projects, whenever and wherever feasible. Streets and transportation infrastructure are designed with long service lives, usually at least 30 years, and should always be built to provide the highest level of service to all users and travel modes. Recognizing that transportation networks are complex and street design should be context sensitive, the policy has identified a limited number of circumstances in which exceptions may be granted, upon review by the Mobility Advisory Committee.

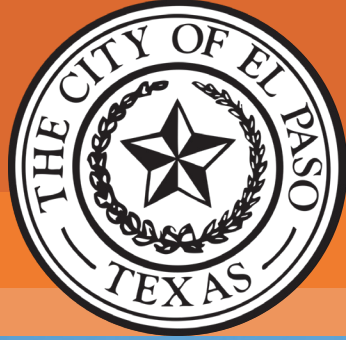
The exception process places an emphasis on transparency by providing public notice with the opportunity for comment and requiring clear, supportive documentation justifying the exception for each mode. The Mobility Advisory Committee is discouraged from “grandfathering” exceptions related to supporting policies, such as the Street Tree Ordinance. All new projects must comply with the Complete Street Policy and all projects currently in-progress shall comply to the Complete Streets Policy unless they qualify for an exception.

Exceptions to this policy may be granted upon review and approval under the following circumstances:

1. Accommodation is not necessary on roadways where specific users are prohibited, such as bicycles on interstate freeways.
2. The cost of accommodating the needs of a particular user group for the transportation project would be disproportionately high relative to the current or future need or probable use of the facilities by the particular user group. This determination should be made with due consideration to future users, latent demand, and the social and economic value of providing a safer and more convenient transportation system for all users.
3. There is a documented absence of current and future need based on factors such as pedestrian and cyclist counts, land use, or connectivity.
4. Funding source is restricted in terms of how funds can be used or which transportation modes can be supported.
5. Project is in final design or construction as of the effective date of this policy.
6. Project involves emergency repairs that require immediate, rapid response (such as a water main leak). Temporary accommodations for all transportation modalities shall still be made whenever feasible. Depending upon the severity and/or length of time required to complete the repairs, opportunities to improve multimodal access shall still be considered where possible as funding allows.
7. Project involves routine maintenance that does not change the roadway geometry or operations, such as mowing, sweeping, or spot repair.

Any request for exceptions within the categories above shall be reviewed by the Mobility Advisory Committee in consultation with relevant planning entities, City departments, and stakeholders. City staff, private developers, or other municipal implementing agencies shall submit exception requests through writing, email, or online submission detailing how the project fits within categories 1-5. All requests will be made publicly available online.

The City Engineer shall provide the final ruling on whether to grant the exception after receiving comments from the Mobility Advisory Committee. The decision shall be documented with supporting information that indicates the basis for the decision and all documents shall be made publicly available. Categories 6 and 7 do not require the exception review process as detailed above.





Complete Streets Policy

An Amendment to *Plan El Paso*.

July 19, 2022

Kyle Ibarra – Complete Streets Coordinator
CID Transportation Planning
Streets & Maintenance
And The Complete Streets Coalition

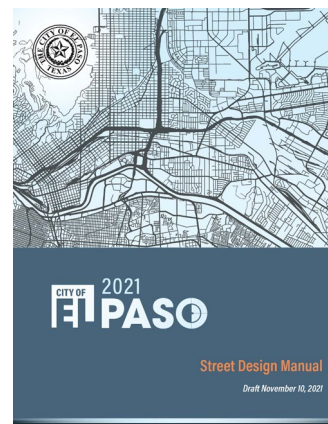


Strategic Plan

- Goal 1. Cultivate an Environment Conducive to Strong, Sustainable Economic Development
- Goal 2. Set the Standard for a Safe and Secure City
- Goal 3. Promote the Visual Image of El Paso
- Goal 4. Enhance El Paso's Quality of Life Through Recreational Cultural and Educational Environments
- Goal 5. Promote Transparent and Consistent Communication Amongst All Members of the Community
- Goal 6. Set the Standard for Sound Governance and Fiscal Management
- Goal 7. Enhance and Sustain El Paso's Infrastructure Network
- Goal 8. Nurture and Promote a Healthy, Sustainable Community



- Vision zero is the ultimate goal
- Complete Streets principles support safety for all users and modes.
- Policy creates structure for informing operations and design standards.



Previous Council Action



- **March 6, 2012**

- City Council adopted Plan El Paso: A Policy Guide for El Paso for the next 25 years and beyond.
- Chapter 4: Transportation
 - Complete Streets Section
 - Goal 4.2: El Paso's thoroughfares will form a well-connected network of complete streets that support driving, walking, bicycling, and public transit.

- **August 9, 2016**

- City Council Adopted The City of El Paso Bike Plan
 - Recommendations
 - Complete Streets Policy

- **April 27, 2021**

- City Council approved *to direct the City Manager to develop an Intersection Safety Improvement Program and bring back recommendations as part of the FY2022 budget discussions and to develop the framework for an El Paso Vision Zero program that incorporates all current City traffic safety programs and aligns with the Federal and State Vision Zero programs.*

- **FY22 Budget Approval – Complete Streets supports Vision Zero Initiative**



Plan El Paso & Complete Streets Policy



Goal 4.2: El Paso's thoroughfares will form a well-connected network of complete streets that support driving, walking, bicycling, and public transit.

Goal 4.3: The City of El Paso will improve its thoroughfares over time as opportunities are found to increase transit service and improve connectivity, walkability, bikability, and economic benefits to surrounding areas.

Goal 4.5: El Paso's network of major thoroughfares will become the "Great Streets" of tomorrow. They will be integral parts of the communities that surround them, allowing easy movement and providing physical space for social, civic, and commercial activities.



LOVE EL PASO.
PLAN EL PASO.
PLAN THE FUTURE. NOW.



What is Complete Streets?

- Complete Streets is a holistic approach to addressing street infrastructure.
 - Prioritized safety for all users
 - Prioritized equity for all users
 - Prioritized underrepresented users/neighborhoods
- The proposed City of El Paso Complete Streets policy was developed as a collaboration between the **City of El Paso** and the **El Paso Complete Streets Coalition**.
 - Coalition Driven
 - Contributions by Committee Chairing Departments

El Paso Complete Street Coalition

Created by local and national stakeholders



Educational
Resource
Partners



Complete Streets Policy Conceptual Renderings



Complete Streets Policy Summary



Vision, Intent and Guiding Principles

Create a connected, resilient, and equitable transportation network through a shift in street and road design that ensures equitable access to community resources for all people, including those who walk, bike, use a wheelchair, use public transportation, or drive.

- Safety
- Accessibility
- Equity, Diversity, and Inclusivity
- Land Use
- Environment
- Economic Vitality

Commitment in All Projects And Phases

Accommodations for people using all modes of transportation to continue to use the street safely during any construction or repair work

Implementation Steps

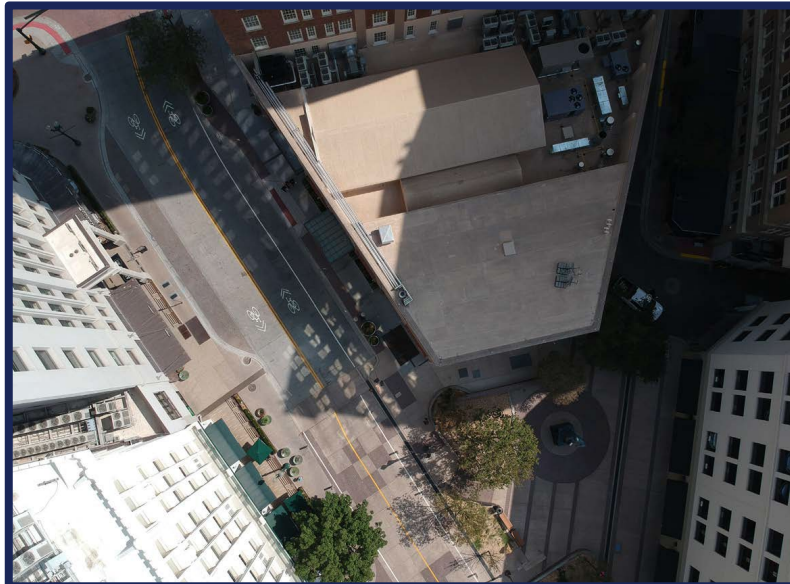
- Mobility Advisory Committee (MAC)
- Technical Review Committee (TRC)

Performance Measurement, Reporting, and Accountability

Near-term (0-3 yrs), Mid-term (3-5 yrs), Long-term (5-10 yrs)

Vision, Intent, and Guiding Principals

- The City shall consistently support, plan, design, construct, and operate an **interconnected street network that safely accommodates all anticipated users and transportation modes.**
- To accomplish this goal, it **would require the City be committed to prioritize transportation investments** which make walking, biking, public transit, and shared mobility safe, attractive, and viable travel options in El Paso.



Vision, Intent, and Guiding Principals



- **Safety**
 - Provide a safe travel experience to all users
- **Accessibility**
 - Serve people of all ages and abilities
- **Equity, Diversity, and Inclusivity**
 - *Include targeted outreach and implementation programs to address the most vulnerable and under-invested neighborhoods*
- **Land Use**
 - Incorporate context sensitive, flexible design approaches



Vision, Intent, and Guiding Principals



- **Environment**

- *Preserve and protect El Paso's environment and improve health by providing opportunities for active transportation, reducing vehicle miles traveled, decreasing motor vehicle pollution, and the implementation of green infrastructure*



- **Economic Vitality**

- Help spur economic development by supporting business and job creation, promoting resiliency in the workforce through access to multiple mobility options, and through increased property values



Commitment in All Projects and Phases



- The City shall require that **all public departments and private contractors provide accommodations for people using all modes of transportation to continue to use the street safely** during any construction or repair work
- These procedures and core principles shall apply to all transportation projects **including new construction, reconstruction, resurfacing, restoration and rehabilitation.**



Implementation Steps

Coordination, Implementation, and Oversight

This policy proposes two committees that will take the lead to help **ensure successful internal coordination and implementation by the City**, public oversight, and community engagement.

Implementation Committees			
Committee	Purpose/Responsibilities	Stakeholders / Representatives	
Mobility Advisory Committee (MAC)	<ul style="list-style-type: none"> • Provide oversight and accountability • Help determine exception eligibility • Defined in the MAC Roles & Responsibilities 	<ul style="list-style-type: none"> • General public • Transportation • Health • Education • Social Equity 	<ul style="list-style-type: none"> • Public art • ED • Environmental justice • Construction • Sectors + industries (see policy for complete list)
Technical Review Committee (TRC)	<ul style="list-style-type: none"> • Oversee internal implementation & project coordination • Defined in the TRC Roles & Responsibilities 	<ul style="list-style-type: none"> • CID (chair) • SAM (Co-chair) • P&I (Co-chair) • Parks & Rec • CSC 	<ul style="list-style-type: none"> • Community and Human Development • Sun Metro / Mass Transit • EPPD • EPFD (see policy for complete list)

Mobility Advisory Committee (MAC)



- Within 90 days of policy adoption, CID, SAM, and P&I, in consultation with the Technical Review Committee, shall draft enabling policy that creates the new Mobility Advisory Committee and clearly defines the roles, responsibilities, and makeup of the committee. This document will also describe how the TRC will interface with the MAC.



Land Use and Context Sensitivity

- Implementation of Complete Streets design elements must be done with respect to the surrounding community, its natural and built environments, demographics, current and future land uses, and transportation needs.
- Complementary land use policies and zoning ordinances would require some review or potential change for effective Complete Streets Policy implementation to occur.
- Title 19: Subdivisions and Development Plats

Performance Measurement, Reporting, and Accountability

- The City will track and evaluate the progress of its proposed Complete Streets Policy implementation through collection and reporting of data and information
- The Mobility Advisory Committee, in collaboration with the Technical Review Committee, shall advise on establishing performance targets and help identify performance measures
 - Informed by the policy's guiding principles and the City's Strategic Goals
 - Under the following categories in consultation with the Complete Streets Coalition and any additional experts, as needed.

Performance Measurement, Reporting, and Accountability

Near-term, 0-3yrs (Transportation Planning Process, day-to-day)	Mid-Term, 3-5yrs (New CS investments)	Long-term, 5-10yrs (Community-wide benefits, collab w/ regional institutions/orgs)
Updating existing documents & procedures	Funding and implementing infrastructure projects that align with CS initiatives <ul style="list-style-type: none"> - improve multimodal mobility - enhance network connectivity - improve accessibility - increase shade - implementing street trees (rain harvesting, green infrastructure) - retrofitting streets in established neighborhoods to meet current accessibility standards 	<ul style="list-style-type: none"> - Reduced traffic fatalities - Increase in outdoor recreation - Increased job accessibility - Increased physical activity - Improved cardiovascular public health metrics - Reduced vehicle miles traveled - Biodiversity - Changes in travel mode - Specific evaluation of complete streets investments in under-resourced and under-invested communities
Training staff		
Facilitating community engagement		
Engaging under-resourced and under-invested communities		

Next Steps

- Establish governance structures of 2 committees.
- Assign and identify personnel for TRC.
- Formation of MAC.
- Implementation will follow policy document.

MISSION



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

VISION



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



VALUES

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

MISSION



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

VISION



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



VALUES

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



Legislation Text

File #: 22-837, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 3

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

AGENDA LANGUAGE:

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

An Ordinance authorizing the City Manager to sign an Offer to Sell, a deed, and any other documents necessary to convey approximately 1.432 acres of land to the United States of America and its assigns, Department of Homeland Security, U.S. Immigration and Customs Enforcement, legally described as portion of Sections 33 and 40, Block 80, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas.

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

DEPARTMENT: El Paso Water Utilities Public - Service Board (EPWater)

AGENDA DATE: Introduction – July 6, 2022
Public Hearing – July 19, 2022

CONTACT PERSON/PHONE: Alex Vidales, Real Estate Manager, 594-5636

DISTRICT(S) AFFECTED: District 3

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 1.432 acres of land to the United States of America and its assigns, Department of Homeland Security, U.S. Immigration and Customs Enforcement, legally described as portion of Sections 33 and 40, Block 80, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas. (District: 3) EPWater, Alex Vidales, Real Estate Manager (915) 594-5636.

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 July 14, 2021, and October 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, the sales price includes the cost for the relocation of Well No. 45.

PRIOR COUNCIL ACTION:

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

Yes, on December 7, 2021, City Council approved the sale of approximately 59.022 acres to the United States of America and its assigns Department of Homeland Security, Customs and Border Protection

AMOUNT AND SOURCE OF FUNDING: N/A

BOARD / COMMISSION ACTION:

On July 14 and October 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 ALEX VIDALES TO PICK UP THE DOCUMENTS. 594-5636. 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 1.432 ACRES OF LAND MORE OR LESS, BEING DESCRIBED AS PORTION OF SECTIONS 33 AND 40, BLOCK 80, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS TO THE UNITED STATES OF AMERICA AND ITS ASSIGNS, DEPARTMENT OF HOMELAND SECURITY, U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT

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 and are under the management and control of EPWU/PSB; and,

WHEREAS, the U.S. Department of Homeland Security, U.S. Immigration and Customs Enforcement submitted a request to purchase property for a new detention dormitory, and such property is contained within EPWU/PSB land inventory; and,

WHEREAS, at its regular meetings on July 14, 2021 and October 13, 2021, the El Paso Water Utilities -Public Service Board (EPWU/PSB) determined 1.432 acres of land more or less, being described as portion of Sections 33 and 40, Block 80, Township 2, 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 obtain an appraisal 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 America 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:

Approximately 1.432 acres, out of Sections 33 and 40, Block 80, Township 2, 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)

ADOPTED this _____ day of _____, 2022.


CITY OF EL PASO

Oscar Leaser,
Mayor

ATTEST:

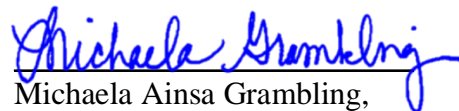
Laura D. Prine,
City Clerk

APPROVED AS TO FORM:



Roberta Brito,
Assistant City Attorney

APPROVED AS TO FORM:




Michaela Ainsa Grambling,
Senior Assistant General Counsel
El Paso Water Utilities



TO: Roberta Brito
Assistant City Attorney

FROM: Alex Vidales 
Real Estate Manager

THRU: Alma De Anda 
Utility Land and Water Rights Manager

DATE: June 14, 2022

SUBJECT: Placement of Item on City Council Agenda
City Council authorizing the City Manager to sign an Offer to Sell and Deed conveying approximately 1.432 acres of land being described as a portion of Sections 33 and 40, Block 80, Township 2, Texas and Pacific Railway Company Surveys. City of El Paso, El Paso County, Texas

This is a request for review and approval of the documents necessary to place an item on the City Council agenda for approval of the above referenced sale of property from the City of El Paso on behalf of El Paso Water Utilities to the United States of America and its assigns Department of Homeland Security, U.S. Immigration and Customs Enforcement. All the standard documents are attached including the DHS form, proposed Ordinance, Deed, and Offer to Sell.

The subject property is City of El Paso property managed and controlled by the El Paso Water Utilities - Public Service Board (EPWater). The Public Service Board determined the land inexpedient to the system and was forwarded to City staff for consideration as required by the Joint Resolution between the City and EPWater. City staff reviewed and approved the sale. We would like to place this item on City Council agenda for introduction and public hearing for approval of the sale.

Also attached are the following documents:

Attachment A - DHS
Attachment B - Ordinance
Attachment C – Special Warranty Deed
Attachment D – Offer to Sell

The wording of the Ordinance should be as follows:

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN AN OFFER TO SELL, A DEED, AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY 1.432 ACRES OF LAND MORE OR LESS, BEING DESCRIBED AS PORTION OF SECTIONS 33 AND 40, BLOCK 80, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS TO THE UNITED STATES OF AMERICA AND ITS ASSIGNS, DEPARTMENT OF HOMELAND SECURITY, U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT

(District 3) El Paso Water Utilities, Alex Vidales, Real Estate Manager (915) 594-5636.

DEPARTMENT OF HOMELAND SECURITY

OFFER TO SELL REAL PROPERTY

Project: ICE El Paso SPC Real Estate Acquisition

Tract No.: EPT-EPS-F2001

Contract No.: DACW63-6-22- 0153

El Paso Water Utilities - Public Service Board, a component unit of the City of El Paso, a Texas municipal corporation (hereinafter referred to as "Vendor" or "Grantor"), in consideration of the mutual covenants and agreements herein set forth, offers and agrees to sell and convey to the United States of America and its assigns ("hereinafter referred to as Vendee," "Grantee," or "United States"), that certain real property located in the County of El Paso, State of Texas referred to as government Tract No. EPT-EPS-F2001 and more particularly described in the attached **Exhibit "A"** (the "Property"), in fee simple subject to the exceptions and reservations more particularly described in the attached **Exhibit "B"** and **Exhibit "C"** which are necessary for Vendor to perform the agreed upon work on the Property.

The terms and conditions of this Offer to Sell Real Property (this "Offer") to sell are as follows:

(1) 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 anytime within THIRTY (30) days from the date hereof, whereupon this Offer and the acceptance thereof become a binding contract.

(2) The United States agrees to pay to the Vendor the sum of TWO MILLION ONE HUNDRED NINETY ONE THOUSAND FOUR HUNDRED AND FIVE DOLLARS (\$2,191,405), of which \$5,000 is for the removal of the abandoned in place line to Mattox St. payable upon the satisfaction of the following conditions:

(a) the United States' acceptance of this Offer and approval by the United States of Vendor's title;

(b) Vendor executing and delivering a good and sufficient general warranty deed conveying the Property with the hereditaments and appurtenances thereunto belonging 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;

(c) Vendor executing and delivering unto the United States of America and its assigns a Temporary Access Easement as shown on **Exhibit "D"**, attached hereto, for ingress and egress for a period of 24 months to commence the earlier of September 27, 2022, or the earlier of El Paso Water completion of the removal of their infrastructure. Such ingress/egress to be across that certain real property located in El Paso County, Texas referred to as Tract No. EPT-EPS-F2001E and more fully described in the attached **Exhibit "A-1;"**

(d) 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 to the United States and grant the United States the Temporary Access Easement discussed in 2(d) above; and

(e) authorization, approval, and execution of this Offer and associated closing documents (including, but not limited to, the Warranty Deed covering Tract No. EPT-EPS-F2001 discussed in paragraph 2(a), and the Temporary Access Easement covering Tract No. EPT-EPS-F2001E discussed in paragraph 2(d)) by the City Manager of the City of El Paso.

Accordingly, closing shall take place upon satisfaction of the above conditions (2(a)-(e)) and within thirty (30) days from the date of approval by the City Council of the City of El Paso of the ordinance discussed in 2(d).

(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 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 except as noted below.

Note: A Temporary Right of Entry and Construction Easement, the terms of which are more fully set forth in the attached **Exhibit "C"** is to be reserved by the Vendor which authorizes Vendor to access the Property to perform the Work therein.

(8) 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.

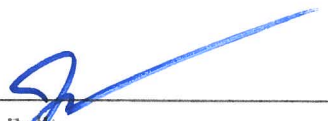
(9) The terms and conditions aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of Vendor.

(10) All terms and conditions with respect to this Offer are expressly contained herein and 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 _____ 2022.

EXECUTED on this the 9th day of June, 2022 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:

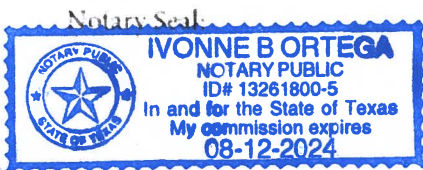


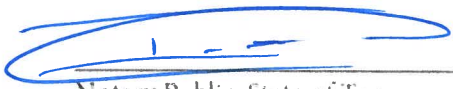
Alma De Anda
Utility Land & Water Rights Manager

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this the 9th day of June, 2022, by JOHN BALLIEW, PRESIDENT/CEO, on behalf of the El Paso Water Utilities Public Service Board.





Notary Public, State of Texas

Commission Expires: 08-12-2024

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 _____, 2022 by:

CITY OF EL PASO, a Texas municipal corporation

By: _____

Title: _____

APPROVED AS TO FORM:



By: Roberta Brito

Title: Assistant City Attorney

ACCEPTANCE OF OFFER TO SELL REAL PROPERTY

Date: 6 Jun 2022

The Offer of the Vendor contained herein is hereby accepted for and on behalf of the United States of America.



Garry L. Branch
Contracting Officer
Office of Asset and Facilities Management
U.S. Immigration and Customs Enforcement

NOTICE OF ACCEPTANCE OF THIS OFFER IS TO BE SENT TO:

Garry L. Branch
U.S. Immigration and Customs Enforcement
Department of Homeland Security
500 12th Street, S.W.,
STOP 5703
Washington, DC 20536-5704

Exhibit "A"

to the Offer to Sell Real Property covering Tract No. EPT-EPS-F2001

**Department of Homeland Security
Immigration and Customs Enforcement
Proposed Acquisition of Tract EPT-EPS-F2001
Property Description**

County: El Paso

Grantor: City of El Paso

Acreage: 1.432

Being a 1.432 acre (62,368 square feet) parcel of land, more or less, being out of Block 80, Township 2, Sections 33 and 40 of the Texas and Pacific Railway Company Survey, City of El Paso, El Paso County, Texas and being out of the remainder of a called 1,663.08 acre tract conveyed to the City of El Paso by Quitclaim Deed recorded in Volume 1348, Page 146, Official Public Records of El Paso County, Texas (Parcel A), said parcel of land being more particularly described by metes and bounds as follows:

Commencing at a found 1/2" rebar at the southeast corner of the remainder of the called 1,663.08 acre tract and the northeast corner of a called 1.0801 acre tract conveyed to 3801 Mattox, LLC recorded in Document No. 20190067504, Official Public Records of El Paso County, Texas, said point being in the west right-of-way line of Mattox Street (50' width, Volume 52, Page 23, Plat Records of El Paso County, Texas), said point having the coordinates of N=10668335.205, E=422728.723, said point bears N 47°50'30" W, a distance of 64.12' from United States Army Corps of Engineers Control Point No. MDS-EL-1;

Thence: N 87°52'52" W, departing the west right-of-way line of Mattox Street, with the south line of the remainder of the called 1,663.08 acre tract and the north line of the called 1.0801 acre tract, passing at 166.80' a found 1/2" rebar at the northwest corner of the called 1.0801 acre tract and the northeast corner of Lot 5, Block 6, McRae Commercial District, Unit 2-B, recorded in Volume 38, Page 2, Plat Records of El Paso County, Texas, continuing for a total distance of 192.34' to a set 5/8" rebar with an MDS LAND SURVEYING aluminum disk capped survey marker stamped with the following description: "EPT-EPS-F2001-1=F2001E-2" for the **Point of Beginning** and south corner of Tract EPT-EPS-F2001, said point being in the south line of the remainder of the called 1,663.08 acre tract and the north line of Lot 5, Block 6, McRae Commercial District, Unit 2-B, said point having the coordinates of N=10668342.316, E=422536.519;

Thence: N 87°52'52" W, with the south line of the remainder of the called 1,663.08 acre tract and the north line of Lot 5, Block 6, McRae Commercial District, Unit 2-B, for a distance of 145.66' to a calculated point in a rock wall for the southwest corner of Tract EPT-EPS-F2001, said point being at the northwest corner of Lot 5, Block 6, McRae Commercial District, Unit 2-B and the southwest corner of the remainder of the called 1,663.08 acre tract, said point being in the east line of a called 27.168 acre tract conveyed to the United States of America recorded in Volume 123, Page 398, Official Public Records of El Paso County, Texas;

Thence: N 02°07'15" E, with the west line of the remainder of the called 1,663.08 acre tract, the east line of the called 27.168 acre tract and along the centerline of a rock wall, for a distance of 255.70' to a calculated point in a rock wall for the northwest corner of Tract EPT-EPS-F2001, said

point being at the northwest corner of the remainder of the called 1,663.08 acre tract and the northeast corner of the called 27.168 acre tract, said point being in the south line of the El Paso International Airport tract (no deed of record found);

Thence: S 83°36'09" E, with the north line of the remainder of the called 1,663.08 acre tract, the south line of the El Paso International Airport tract and the south line of a rock wall, for a distance of 264.57' to a set 5/8" rebar with an MDS LAND SURVEYING aluminum disk capped survey marker stamped with the following description: "EPT-EPS-F2001-4=F2001E-5" for the northeast corner of Tract EPT-EPS-F2001, said point being in the north line of the remainder of the called 1,663.08 acre tract and the south line of the El Paso International Airport tract;

Thence: departing the north line of the remainder of the called 1,663.08 acre tract and the south line of the El Paso International Airport tract, over and across the remainder of the called 1,663.08 acre tract, the following courses and distances:

- S 01°43'33" W, for a distance of 209.55' to a set 5/8" rebar with an MDS LAND SURVEYING aluminum disk capped survey marker stamped with the following description: "EPT-EPS-F2001-5=F2001E-4" for the southeast corner of Tract EPT-EPS-F2001;
- S 89°48'18" W, for a distance of 101.93' to a set 5/8" rebar with an MDS LAND SURVEYING aluminum disk capped survey marker stamped with the following description: "EPT-EPS-F2001-6=F2001E-3" for angle;
- S 40°39'28" W, for a distance of 28.52' to the **Point of Beginning**.

Note: All bearings, distances and coordinates are referenced to the Texas State Plane Coordinate System, Central Zone grid (SPCS 4203) NAD'83. Values may be converted to ground values using a combined scale factor of 1.000180000.

Prepared Date 8/27/2021

Revision Date 8/31/2021

Signed

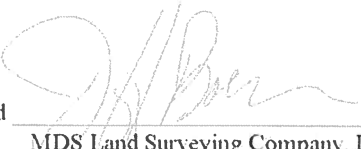

MDS Land Surveying Company, Inc.
Jeff Boerner, R.P.L.S. No. 4939



Exhibit "A-1"

to the Offer to Sell Real Property covering Tract No. EPT-EPS-F2001E

**Department of Homeland Security
Immigration and Customs Enforcement
Proposed Acquisition of Tract EPT-EPS-F2001E
Property Description**

County: El Paso

Grantor: City of El Paso

Acreage: 0.592

Being a 0.592 of one acre (25,799 square feet) parcel of land, more or less, being out of Block 80, Township 2, Sections 33 and 40 of the Texas and Pacific Railway Company Survey, City of El Paso, El Paso County, Texas and being out of the remainder of a called 1,663.08 acre tract conveyed to the City of El Paso by Quitclaim Deed recorded in Volume 1348, Page 146, Official Public Records of El Paso County, Texas (Parcel A), said parcel of land being more particularly described by metes and bounds as follows;

Beginning at a found 1/2" rebar for the southeast corner of Tract EPT-EPS-F2001E, said point being at the southeast corner of the remainder of the called 1,663.08 acre tract and the northeast corner of a called 1.0801 acre tract conveyed to 3801 Mattox, LLC recorded in Document No. 20190067504, Official Public Records of El Paso County, Texas, said point being in the west right-of-way line of Mattox Street (50' width, Volume 52, Page 23, Plat Records of El Paso County, Texas), said point having the coordinates of N=10668335.205, E= 422728.723, said point bears N 47°50'30" W, a distance of 64.12' from United States Army Corps of Engineers Control Point No. MDS-EL-1;

Thence: N 87°52'52" W, departing the west right-of-way line of Mattox Street, with the south line of the remainder of the called 1,663.08 acre tract and the north line of the called 1.0801 acre tract, passing at 166.80' a found 1/2" rebar at the northwest corner of the called 1.0801 acre tract and the northeast corner of Lot 5, Block 6, McRae Commercial District, Unit 2-B, recorded in Volume 38, Page 2, Plat Records of El Paso County, Texas, continuing for a total distance of 192.34' to a set 5/8" rebar with an MDS LAND SURVEYING aluminum disk capped survey marker stamped with the following description: "EPT-EPS-F2001-1=F2001E-2" for the southwest corner of Tract EPT-EPS-F2001E, said point being in the south line of the remainder of the called 1,663.08 acre tract and the north line of Lot 5, Block 6, McRae Commercial District, Unit 2-B;

Thence: departing the south line of the remainder of the called 1,663.08 acre tract and the north line of Lot 5, Block 6, McRae Commercial District, Unit 2-B, over and across the remainder of the called 1,663.08 acre tract, the following courses and distances:

- N 40°39'28" E, for a distance of 28.52' to a set 5/8" rebar with an MDS LAND SURVEYING aluminum disk capped survey marker stamped with the following description: "EPT-EPS-F2001-6=F2001E-3" for angle;
- N 89°48'18" E, for a distance of 101.93' to a set 5/8" rebar with an MDS LAND SURVEYING aluminum disk capped survey marker stamped with the following description: "EPT-EPS-F2001-5=F2001E-4" for a westerly interior corner of Tract EPT-EPS-R1002E;

- N 01°43'33" E, for a distance of 209.55' to a set 5/8" rebar with an MDS LAND SURVEYING aluminum disk capped survey marker stamped with the following description: "EPT-EPS-F2001-4=F2001E-5" for the northwest corner of Tract EPT-EPS-R1002E, said point being in the north line of the remainder of the called 1,663.08 acre tract and the south line of the El Paso International Airport tract (no deed of record found);

Thence: S 83°36'09" E, with the north line of the remainder of the called 1,663.08 acre tract, the south line of the El Paso International Airport tract and the south line of a rock wall, for a distance of 131.63' to a set 5/8" rebar with an MDS LAND SURVEYING aluminum disk capped survey marker stamped with the following description: "EPT-EPS-F2001E-6" for the northeast corner of Tract EPT-EPS-F2001E, said point being at the northeast corner of the remainder of the called 1,663.08 acre tract and the northwest corner of Lot 5, Block 7, Montana Industrial Center, Unit 5, recorded in Volume 52, Page 23, Plat Records of El Paso County, Texas, said point being in the south line of the El Paso International Airport tract;

Thence: S 03°06'27" W, departing the south line of the El Paso International Airport tract, with the east line of the remainder of the called 1,663.08 acre tract and the west line of Lot 5, Block 7, Montana Industrial Center, Unit 5, for a distance of 95.54' to a set PK nail with an MDS LAND SURVEYING washer in concrete for an easterly exterior corner of Tract EPT-EPS-F2001E, said point being at an easterly exterior corner of the remainder of the called 1,663.08 acre tract and a westerly exterior corner of Lot 5, Block 7, Montana Industrial Center, Unit 5, said point being in the north right-of-way line of Mattox Street, said point marking a point of curvature to the left;

Thence: with the northwesterly and westerly right-of-way line of Mattox Street and the southeasterly and easterly line of the remainder of the called 1,663.08 acre tract, the following courses and distances:

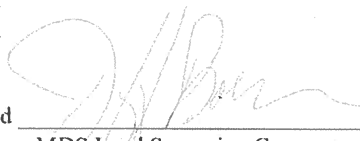
- Along said curve to the left for an arc distance of 84.07', with a central angle of 96°19'55" and a radius of 50.00', with a chord bearing of S 50°15'24" W, for a distance of 74.51' to a set PK nail with an MDS LAND SURVEYING washer in concrete for the point of tangency;
- S 02°05'27" W, for a distance of 80.90' to the **Point of Beginning**.

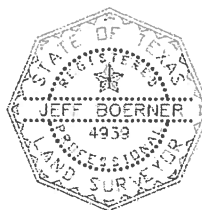
Note: All bearings, distances and coordinates are referenced to the Texas State Plane Coordinate System, Central Zone grid (SPCS 4203) NAD'83. Values may be converted to ground values using a combined scale factor of 1.000180000.

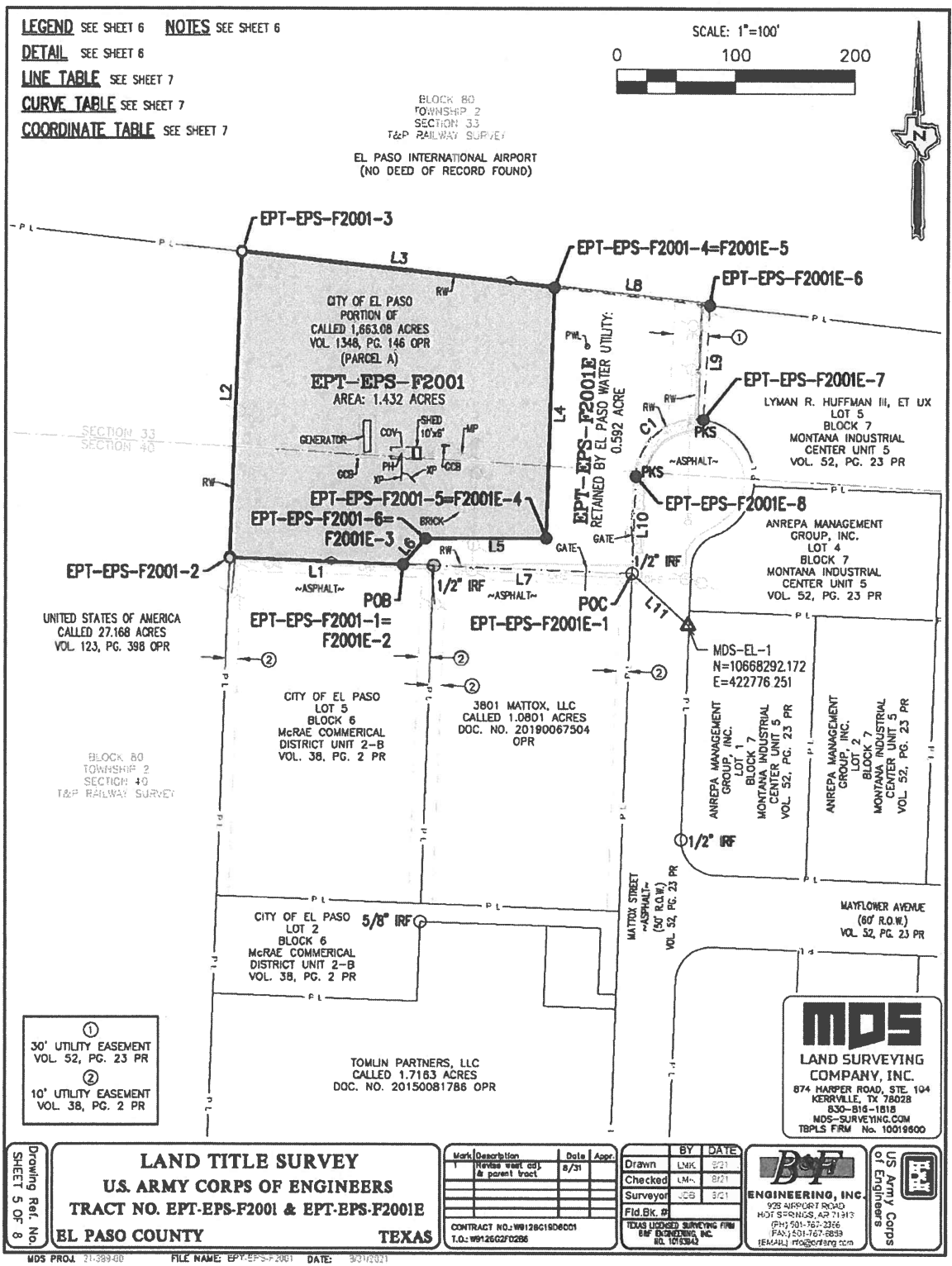
Prepared Date 8/27/2021

Revision Date 8/31/2021

Signed


MDS Land Surveying Company, Inc.
Jeff Boerner, R.P.L.S. No. 4939





GENERAL SURVEYOR'S NOTES:

1. THE BEARINGS, DISTANCES AND COORDINATE VALUES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, REFERENCED TO NAD 83(2011), TX CENTRAL ZONE(4203), US SURVEY FEET, USING THE CORS(2011) ADJUSTMENT. THE DISTANCES AND COORDINATES SHOWN HEREON ARE GRID VALUES AND MAY BE CONVERTED TO GROUND (SURFACE) USING THE TXDOT COUNTY PUBLISHED COMBINED SCALE FACTOR OF 1.000180000 (E.G. GRID X 1.000180000 = SURFACE).
2. A SEPARATE METES AND BOUNDS DESCRIPTION OF EQUAL DATE WAS WRITTEN IN CONJUNCTION WITH THIS SURVEY PLAT.
3. THE SQUARE FOOTAGE TOTAL RECITED HEREIN IS BASED ON MATHEMATICAL CALCULATIONS AND SUBJECT TO THE RULES OF ROUNDING AND SIGNIFICANT NUMBERS.
4. THE REMAINING ACREAGE OF THE PARENT TRACT WAS CALCULATED FROM THE RECORDED INSTRUMENTS AND IS NOT BASED ON FIELD DIMENSIONS. SEE SURVEYORS REPORT FOR BOUNDARY AND REMAINING ACREAGE NOTES.
5. FIELD SURVEY WAS COMPLETED IN AUGUST 2021.
6. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
7. MDS LAND SURVEYING COMPANY, INC. HAS PROVIDED THESE SURVEY SERVICES TO THE CORPS OF ENGINEERS AS A SUB-CONSULTANT TO B&F ENGINEERING, INC., THE PRIME CONSULTANT. THE CORP'S CONTRACTING OFFICER'S REPRESENTATIVE IS STEPHEN CORLEY, RPLS (817) 886-1143.

ALTA/NSPS TABLE A NOTES:

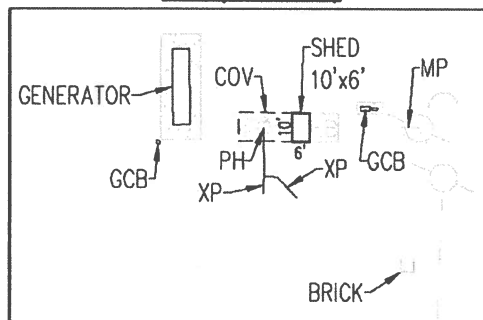
1. EXISTING AND SET MONUMENTS SHOWN HEREON.
3. ACCORDING TO COMMUNITY PANEL NO. 48021400358 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR EL PASO COUNTY, TEXAS, HAVING AN EFFECTIVE DATE OF OCTOBER 15, 1982, THE SUBJECT TRACT IS SITUATED WITHIN: ZONE "C"; DEFINED AS AREAS OF MINIMAL FLOODING. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
4. GROSS LAND AREA: 1.432 ACRES.
- 7(A). EXTERIOR DIMENSIONS OF ALL BUILDINGS AT GROUND LEVEL ARE SHOWN HEREON.
8. SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK ARE SHOWN HEREON.
9. TOTAL NO. OF PARKING SPACES: 0
 - NO. OF REGULAR PARKING SPACES: 0
 - NO. OF HANDICAPPED PARKING SPACES: 0
11. VISIBLE UTILITIES WERE LOCATED WITH THIS SURVEY; NO SUBSURFACE PROBING, EXCAVATION OR EXPLORATION WAS PERFORMED FOR THIS SURVEY. UNDERGROUND UTILITIES MAY EXIST WHICH ARE NOT SHOWN HEREON.
13. NAMES OF ADJOINERS SHOWN HEREON.
19. PLOTTABLE OFFSITE EASEMENTS OBTAINED BY THE SURVEYOR ARE SHOWN HEREON.
21. LOCATION OF PROPOSED WELL SHOWN HEREON.

SPECIAL NOTE:

THIS LAND TITLE SURVEY IS NOT CONSIDERED AN OFFICIAL ALTA/NSPS LAND TITLE SURVEY, SINCE THE CLIENT DID NOT PROVIDE A TITLE COMMITMENT AND/OR THE REFERENCED DOCUMENTS FOR EASEMENTS, ETC. THAT EXIST WITHIN A TITLE COMMITMENT. HOWEVER, THE BASIS OF THIS SURVEY IS THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, INCLUDING TABLE A (THE OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS, AS HIGHLIGHTED IN THE USAGE SCOPE OF WORK (E.G. TABLE A ITEMS: 1, 3, 4, 7A, 8, 9, 11, 13, 19 AND 21).

LEGEND

COV	COVERED
GCB	GENERATOR CONTROL BOX
IRF	REBAR FOUND (SIZE NOTED)
MP	METER PANEL
OPR	OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY
PG	PAGE
PH	PUMP HEAD
PKS	PK NAIL W/ "MDS" WASHER SET
POB	POINT OF BEGINNING
POC	POINT OF COMMENCING
PR	PLAT RECORDS OF EL PASO COUNTY
PWL	PROPOSED WELL LOCATION
RW	ROCK WALL (HEIGHT: +/- 8')
T&P	TEXAS AND PACIFIC
VOL	VOLUME
XP	EXPOSED 8" PIPE
●	SET 5/8" REBAR W/ "MDS" CAP AS NOTED
○	FOUND MONUMENT AS NOTED
○	CALCULATED POINT (IN ROCK WALL)
△	CONTROL POINT
□	ELECTRIC CONTROL BOX
—	GUY ANCHOR
—	POWER POLE
—	TELEPHONE PEDESTAL
—	ACQUISITION AREA BOUNDARY
—	ACQUISITION EASEMENT BOUNDARY
—	APPROXIMATE SECTION LINE
—	CHAIN LINK FENCE
—	EXISTING EASEMENT
—	OVERHEAD UTILITIES
—	PL — PROPERTY LINE

DETAIL (SCALE: 1"=50')

MDS
LAND SURVEYING
COMPANY, INC.
874 HARPER ROAD, STE. 104
KERRVILLE, TX 78028
830-816-1818
MDS-SURVEYING.COM
TBPLS FIRM No. 10019600

Drawing Ref. No.
SHEET 6 OF 8

LAND TITLE SURVEY
U.S. ARMY CORPS OF ENGINEERS
TRACT NO. EPT-EPS-F2001 & EPT-EPS-F2001E
EL PASO COUNTY TEXAS

Mark	Description	Date	Appr.
1	Revised west cdy & parent tract	8/31	

CONTRACT NO.: W9128-C18D6001
T.O.: W9126C2F0286

BY	DATE
Drawn	LMK 8/2
Checked	LMK 8/21
Surveyor	JCS 8/21
Field Bk. #	

TEXAS LICENSED SURVEYING FIRM
B&F ENGINEERING, INC.
NO. 100354

B&F
ENGINEERING, INC.
928 AUSTIN ST. SUITE 101
HOUSTON, TX 77057
(PH) 501-767-2700
(FAX) 501-767-6809
EMAIL: info@b-f-engineering.com

U.S. Army Corps of Engineers

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 87°52'52" W	145.66'
L2	N 02°07'15" E	255.70'
L3	S 83°36'09" E	264.57'
L4	S 01°43'33" W	209.55'
L5	S 89°48'18" W	101.93'
L6	S 40°39'28" W	28.52'
L7	N 87°52'52" W	192.34'
L8	S 83°36'09" E	131.63'
L9	S 03°06'27" W	95.54'
L10	S 02°05'27" W	80.90'
L11	N 47°50'30" W	64.12'

CURVE TABLE

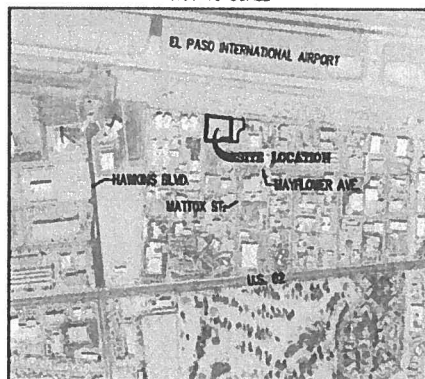
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00'	84.07'	74.51'	S 50°15'24" W	96°19'55"

COORDINATE TABLE

MONUMENT NAME	NORTHING	EASTING
EPT-EPS-F2001-1=F2001E-2	10668342.316	422536.519
EPT-EPS-F2001-2	10668347.702	422390.955
EPT-EPS-F2001-3	10668603.231	422400.418
EPT-EPS-F2001-4=F2001E-5	10668573.751	422663.335
EPT-EPS-F2001-5=F2001E-4	10668364.297	422657.024
EPT-EPS-F2001-6=F2001E-3	10668363.950	422555.099
EPT-EPS-F2001E-1	10668335.205	422728.723
EPT-EPS-F2001E-6	10668559.085	422794.144
EPT-EPS-F2001E-7	10668463.685	422788.965
EPT-EPS-F2001E-8	10668416.048	422731.674

OWNERSHIP INFO

① CITY OF EL PASO REMAINDER OF CALLED 1,663.08 ACRES VOL. 1348, PG. 146 OPR (PARCEL A)	② CITY OF EL PASO LOT 5, BLOCK 6 McRAE COMMERCIAL DISTRICT UNIT 2-B VOL. 38, PG. 2 PR	③ 3801 MATTOX, LLC CALLED 1.0801 ACRES DOC. NO. 20190067504 OPR
④ LYMAN R. HUFFMAN III, ET UX LOT 5, BLOCK 7 MONTANA INDUSTRIAL CENTER UNIT 5 VOL. 52, PG. 23 PR	⑤ ANREPA MANAGEMENT GROUP, INC. LOT 4, BLOCK 7 MONTANA INDUSTRIAL CENTER UNIT 5 VOL. 52, PG. 23 PR	⑥ ANREPA MANAGEMENT GROUP, INC. LOT 1, BLOCK 7 MONTANA INDUSTRIAL CENTER UNIT 5 VOL. 52, PG. 23 PR
⑦ CITY OF EL PASO LOT 2, BLOCK 6 McRAE COMMERCIAL DISTRICT UNIT 2-B VOL. 38, PG. 2 PR	⑧ TOMLIN PARTNERS, LLC CALLED 1.7163 ACRES DOC. NO. 20150081786 OPR	⑨ HECTOR ZEPEDA CALLED 1.8611 ACRES DOC. NO. 20080017801 OPR
⑩ JMS & T PROPERTIES LLC LOT 9, BLOCK 6 McRAE COMMERCIAL DISTRICT UNIT 2-C VOL. 47, PG. 21 PR	⑪ STORY & SONS INVESTMENTS, LLC LOT 8, BLOCK 6 McRAE COMMERCIAL DISTRICT UNIT 2-C VOL. 47, PG. 21 PR	⑫ DIANA V. MIRAMONTES LOT 7, BLOCK 6 McRAE COMMERCIAL DISTRICT UNIT 2-C VOL. 47, PG. 21 PR
⑬ UNITED STATES OF AMERICA CALLED 0.4538 ACRE VOL. 2040, PG. 1253 OPR	⑭ UNITED STATES OF AMERICA CALLED 27.168 ACRES VOL. 123, PG. 398 OPR	

VICINITY MAP
NOT TO SCALE
MDS

 LAND SURVEYING
COMPANY, INC.

 874 HARPER ROAD, STE. 104
KERRVILLE, TX 78028
830-816-1818
MDS-SURVEYING.COM
TBPLS FIRM No. 10019600

B&F
ENGINEERING, INC.
202 AIRPORT ROAD
HOT SPRINGS, AR 71711
(PH) 501-757-2396
(FAX) 501-767-6554
(EMAIL) info@bfeinc.com

 US Army Corps
of Engineers

 Drawing Ref. No.
SHEET 7 OF 8

LAND TITLE SURVEY
U.S. ARMY CORPS OF ENGINEERS
TRACT NO. EPT-EPS-F2001 & EPT-EPS-F2001E
EL PASO COUNTY TEXAS

Mark	Description	Date	Appr.
1	Review west side of parent tract	8/31	

 CONTRACT NO. W9126C1906001
T.O. W9126C22F0288

BY	DATE
Drawn LMK	8/21
Checked LMK	8/21
Surveyor JDB	8/21
Fid Bk. #	
TEXAS LICENSED SURVEYING FIRM	
B&F ENGINEERING, INC.	
NO. 1013342	

MDS PROJ. 21-399-00

FILE NAME: EPT-EPS-F2001 DATE: 8/31/2021

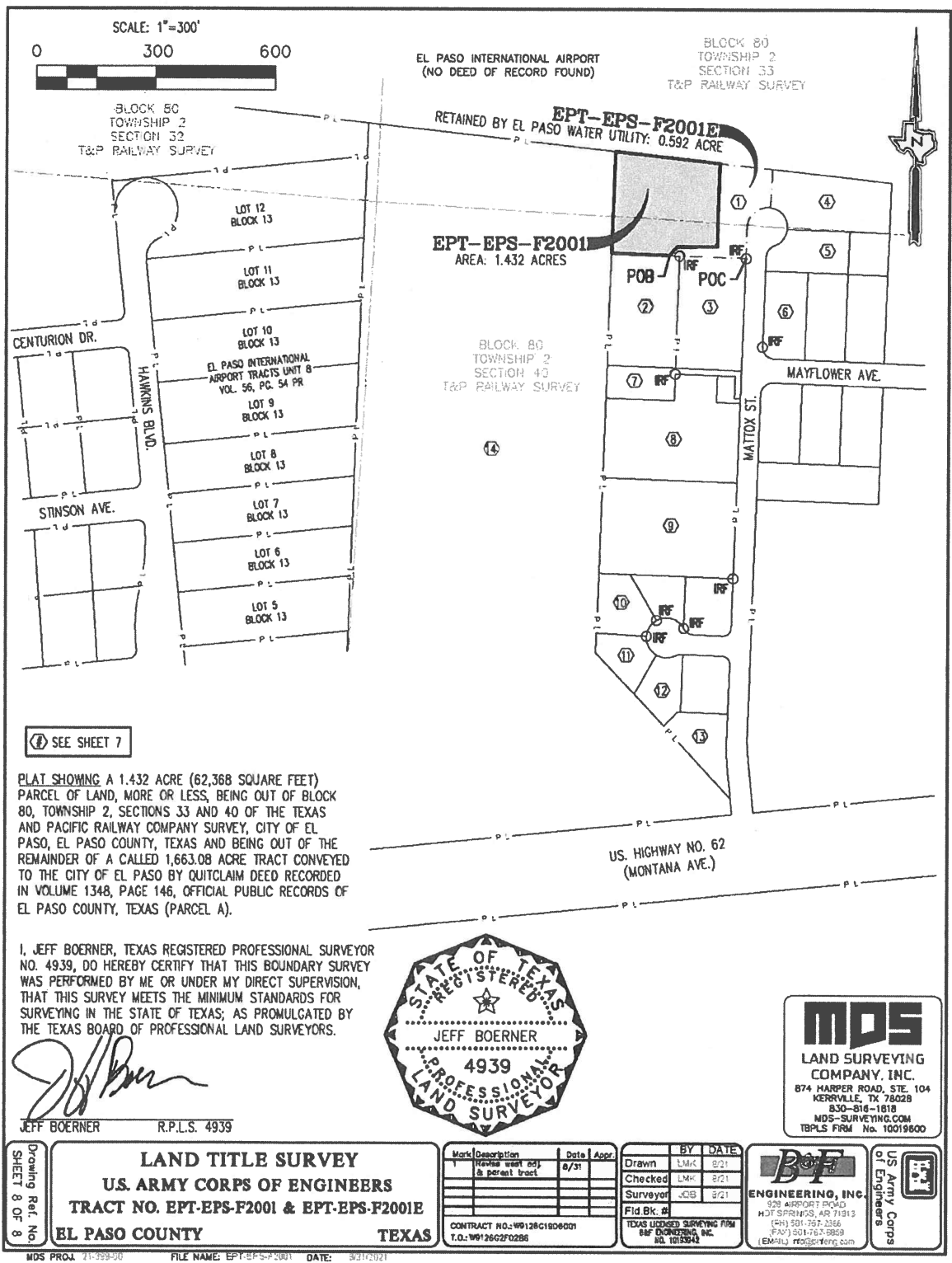


Exhibit "B"

to the Offer to Sell Real Property covering Tract No. EPT-EPS-F2001

ESTATE TAKEN

El Paso County, Texas

Tract: EPT-EPS-F2001

Owner: City of El Paso

Acres: 1.432

The estate acquired 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 the exploration, development, production and removal of said minerals;

reserving unto Grantor a temporary right-of-entry and construction easement, the terms and conditions of which are set forth in the attached **Exhibit "C,"** over, across, under, and through that certain real property referred to as Tract No. EPT-EPS-F2001 located in El Paso County, Texas, more particularly described in the attached **Exhibit "A"** (the "Property");

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 U.S Immigration and Custom Enforcement facilities.

Exhibit "C"

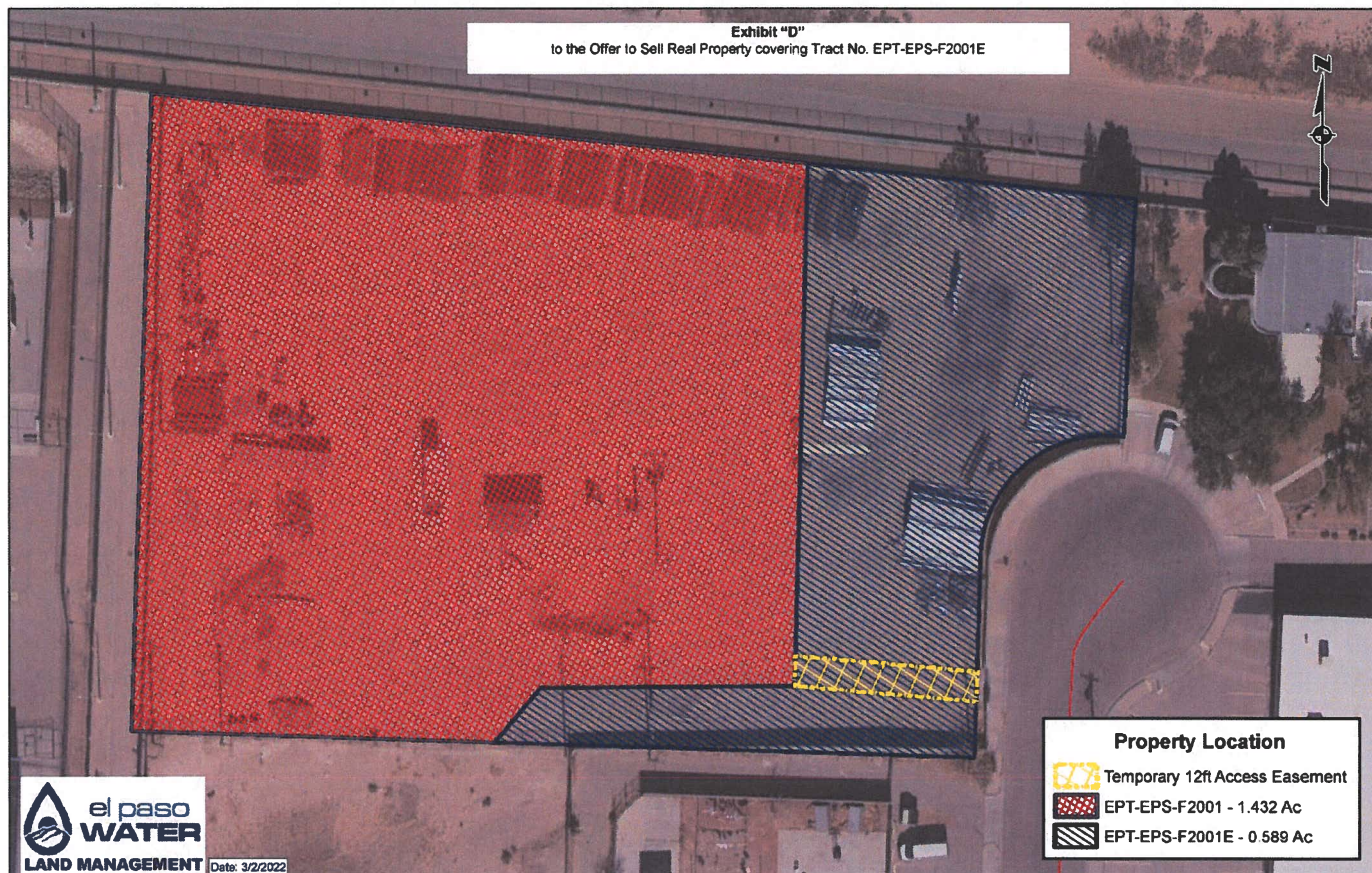
The Vendor agrees to:

- (1) provide the United States with design plans for the work described below prior to the commencement of construction to verify the work will be sufficient for supporting site activities.
- (2) drill, install, test, and connect a new water well for the City of El Paso to be located at Northeast portion of Tract No EPT-EPS-F2001E.
- (3) cap and remove all equipment/facilities associated with the old water well located on the land described in **Exhibit "A"** referred to as Tract No. EPT-EPS-F2001 once the new water well is online and producing.
- (4) remove and dispose of all portions of the water force main , above ground and below ground, from the pump control building to the east property line of Tract No. EPT-EPS-F2001. The trench excavated for the underground removal shall be backfilled with excavated material and backfilled in 12-inch lifts
- (5) remove all construction materials and all excavation debris and restore the surface of the land described in **Exhibit "A"** to as near the condition as existing prior to the commencement of the work described in paragraphs 2 and 3 above as is reasonably practical and leave the land in a condition sufficient for governmental purposes.
- (6) all activities to be concluded on or before September 27, 2022.

Unless the Easement is extended by written agreement signed by both parties hereto, the Easement shall automatically terminate on September 27, 2022, or when the Work is completed by Grantor, whichever is earlier. The parties further agree to terminate the Easement earlier if the Secretary determines that the Easement hereby reserved interferes with the future use or disposal of the Property by the United States; or at any time in the event of a national emergency as declared by the President or Congress; or in the interest of national defense; or for failure of Grantor to comply with any material conditions of the Easement; or for non-use for a consecutive period of two years, excepting events of force majeure, or upon abandonment. The United States will provide written notice of termination to Grantor. Upon termination or voluntary cessation of use by Grantor, Grantor shall be entitled to remove its facilities within thirty (30) days following termination or voluntary cessation. If not so removed during that time period, The United States may remove such facilities at Grantor's sole cost.



Exhibit "D"



SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER LICENSE NUMBER

GRANTOR:

EL PASO WATER UTILITIES - PUBLIC SERVICE BOARD,
a component unit of the City of El Paso, a Texas municipal corporation
1154 Hawkins Blvd.
El Paso, Texas 79925

GRANTEE:

UNITED STATES OF AMERICA and its assigns
Department of Homeland Security, U.S. Immigration and Customs Enforcement
500 12th Street, S.W., STOP 5703
Washington, DC 20536-5704

CONSIDERATION: For and in consideration of the sum of TWO MILLION ONE HUNDRED FIFTY THOUSAND ONE HUNDRED FORTY-TWO DOLLARS AND NO/100 (\$2,150,142.00) in hand paid by GRANTEE to GRANTOR, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR has **GRANTED, SOLD AND CONVEYED**, and by these presents does hereby **GRANT, SELL AND CONVEY** unto the United States of America and its assigns, all of the following described real property located in El Paso County, Texas, in fee simple:

PROPERTY (including any improvements):

1.432 acres of land, more or less, being out of Block 80, Township 2, Sections 33 and 40 of the Texas and Pacific Railway Company Survey, City of El Paso, El Paso County, Texas and being out of the remainder of a called 1,663.08 acre tract conveyed to the City of El Paso by Quitclaim Deed recorded in Volume 1348, Page 146, Official Public Records of El Paso County, Texas (Parcel A), and being more particularly described by metes and bounds and survey in **Exhibit "A"** attached hereto and made a part hereof for all purposes.

THE ESTATE GRANTED BY GRANTOR AND ACQUIRED BY GRANTEE 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 the 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 U.S Immigration and Customs Enforcement facilities.

RESERVING unto Grantor a temporary right-of-entry and construction easement in, on, over and across the Property described above and more particularly described by metes and bounds and survey in the attached Exhibit "A" (the "Temporary Easement"), the terms and conditions of which are more fully set forth in that certain Offer to Sell Real Property (the "OTS") covering the Property and executed by the parties herein; the Temporary Easement shall automatically terminate on September 27, 2022, or when the Work described in the OTS is completed by Grantor, whichever is earlier.

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 GRANTEE and its assigns forever.

The said GRANTOR does hereby bind GRANTOR and its administrators, successors, and assigns to **WARRANT AND FOREVER DEFEND** all and singular the said Property unto the GRANTEE and its assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by through or under Grantor, but not otherwise.

IN TESTIMONY WHEREOF, witness my signature on this ____ day of _____, 2022.

“GRANTOR”
THE EL PASO WATER UTILITIES-
PUBLIC SERVICE BOARD, for and on behalf of
the CITY OF EL PASO, a Texas municipal
corporation

By: Tomas Gonzalez, City Manager

STATE OF TEXAS §
§
COUNTY OF _____ §

Before me, the undersigned notary public, on this day personally appeared Tomas Gonzalez, as City Manager of the City of El Paso, who has proven to me through presentation of appropriate and legally sufficient identification to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal this the _____ day of _____ 2022.

Notary Public, State of Texas

EXHIBIT "A"

**Department of Homeland Security
Immigration and Customs Enforcement
Proposed Acquisition of Tract EPT-EPS-F2001
Property Description**

County: El Paso
Grantor: City of El Paso
Acreage: 1.432

Being a 1.432 acre (62,368 square feet) parcel of land, more or less, being out of Block 80, Township 2, Sections 33 and 40 of the Texas and Pacific Railway Company Survey, City of El Paso, El Paso County, Texas and being out of the remainder of a called 1,663.08 acre tract conveyed to the City of El Paso by Quitclaim Deed recorded in Volume 1348, Page 146, Official Public Records of El Paso County, Texas (Parcel A), said parcel of land being more particularly described by metes and bounds as follows;

Commencing at a found 1/2" rebar at the southeast corner of the remainder of the called 1,663.08 acre tract and the northeast corner of a called 1.0801 acre tract conveyed to 3801 Mattox, LLC recorded in Document No. 20190067504, Official Public Records of El Paso County, Texas, said point being in the west right-of-way line of Mattox Street (50' width, Volume 52, Page 23, Plat Records of El Paso County, Texas), said point having the coordinates of N=10668335.205, E=422728.723, said point bears N 47°50'30" W, a distance of 64.12' from United States Army Corps of Engineers Control Point No. MDS-EL-1;

Thence: N 87°52'52" W, departing the west right-of-way line of Mattox Street, with the south line of the remainder of the called 1,663.08 acre tract and the north line of the called 1.0801 acre tract, passing at 166.80' a found 1/2" rebar at the northwest corner of the called 1.0801 acre tract and the northeast corner of Lot 5, Block 6, McRae Commercial District, Unit 2-B, recorded in Volume 38, Page 2, Plat Records of El Paso County, Texas, continuing for a total distance of 192.34' to a set 5/8" rebar with an MDS LAND SURVEYING aluminum disk capped survey marker stamped with the following description: "EPT-EPS-F2001-1=F2001E-2" for the **Point of Beginning** and south corner of Tract EPT-EPS-F2001, said point being in the south line of the remainder of the called 1,663.08 acre tract and the north line of Lot 5, Block 6, McRae Commercial District, Unit 2-B, said point having the coordinates of N=10668342.316, E=422536.519;

Thence: N 87°52'52" W, with the south line of the remainder of the called 1,663.08 acre tract and the north line of Lot 5, Block 6, McRae Commercial District, Unit 2-B, for a distance of 145.66' to a calculated point in a rock wall for the southwest corner of Tract EPT-EPS-F2001, said point being at the northwest corner of Lot 5, Block 6, McRae Commercial District, Unit 2-B and the southwest corner of the remainder of the called 1,663.08 acre tract, said point being in the east line of a called 27.168 acre tract conveyed to the United States of America recorded in Volume 123, Page 398, Official Public Records of El Paso County, Texas;

Thence: N 02°07'15" E, with the west line of the remainder of the called 1,663.08 acre tract, the east line of the called 27.168 acre tract and along the centerline of a rock wall, for a distance of 255.70' to a calculated point in a rock wall for the northwest corner of Tract EPT-EPS-F2001, said

point being at the northwest corner of the remainder of the called 1,663.08 acre tract and the northeast corner of the called 27.168 acre tract, said point being in the south line of the El Paso International Airport tract (no deed of record found);

Thence: S 83°36'09" E, with the north line of the remainder of the called 1,663.08 acre tract, the south line of the El Paso International Airport tract and the south line of a rock wall, for a distance of 264.57' to a set 5/8" rebar with an MDS LAND SURVEYING aluminum disk capped survey marker stamped with the following description: "EPT-EPS-F2001-4=F2001E-5" for the northeast corner of Tract EPT-EPS-F2001, said point being in the north line of the remainder of the called 1,663.08 acre tract and the south line of the El Paso International Airport tract;

Thence: departing the north line of the remainder of the called 1,663.08 acre tract and the south line of the El Paso International Airport tract, over and across the remainder of the called 1,663.08 acre tract, the following courses and distances:

- S 01°43'33" W, for a distance of 209.55' to a set 5/8" rebar with an MDS LAND SURVEYING aluminum disk capped survey marker stamped with the following description: "EPT-EPS-F2001-5=F2001E-4" for the southeast corner of Tract EPT-EPS-F2001;
- S 89°48'18" W, for a distance of 101.93' to a set 5/8" rebar with an MDS LAND SURVEYING aluminum disk capped survey marker stamped with the following description: "EPT-EPS-F2001-6=F2001E-3" for angle;
- S 40°39'28" W, for a distance of 28.52' to the **Point of Beginning**.

Note: All bearings, distances and coordinates are referenced to the Texas State Plane Coordinate System, Central Zone grid (SPCS 4203) NAD'83. Values may be converted to ground values using a combined scale factor of 1.000180000.

Prepared Date 8/27/2021

Revision Date 8/31/2021

Signed

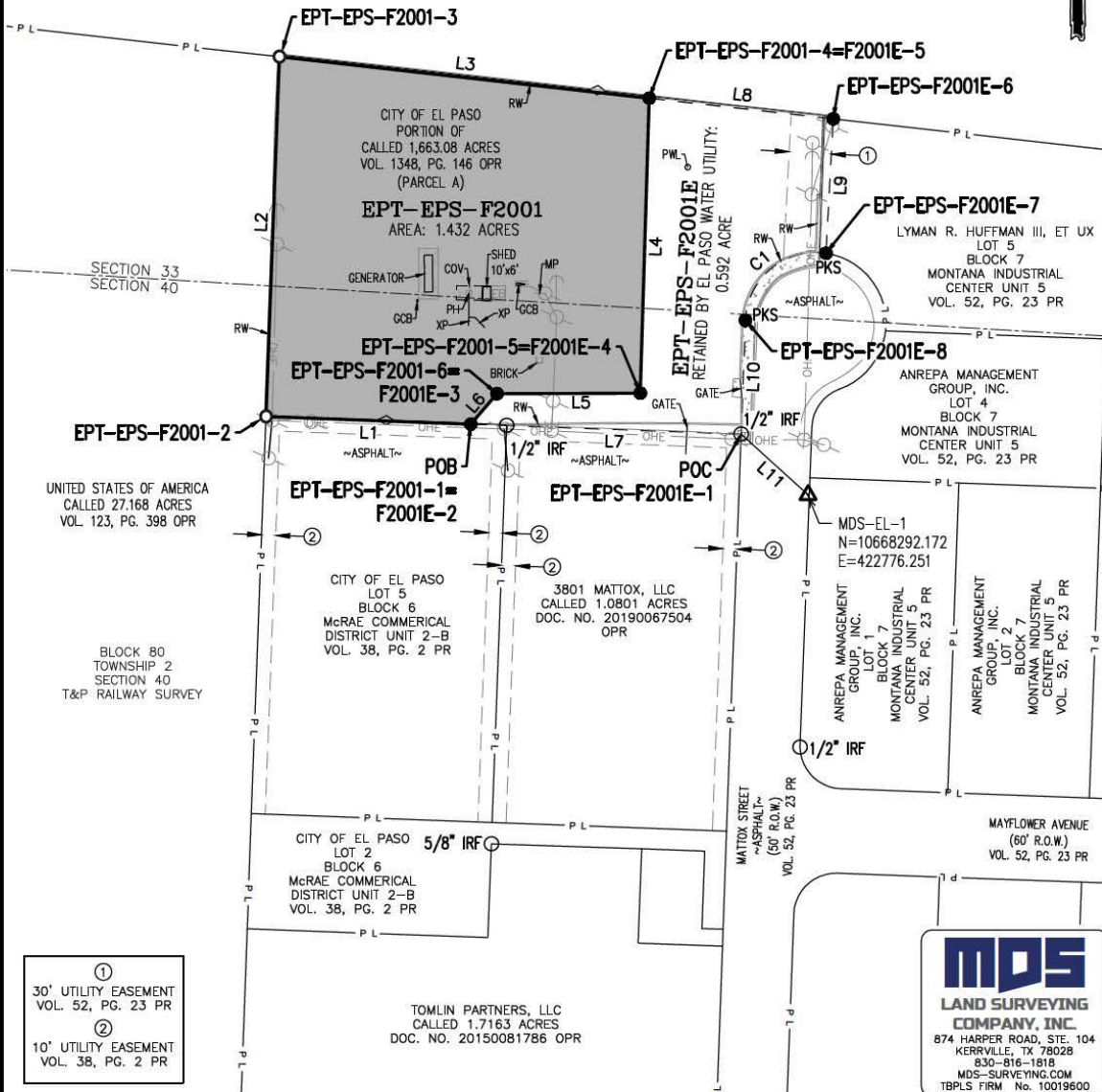


MDS Land Surveying Company, Inc.
Jeff Boerner, R.P.L.S. No. 4939



LEGEND SEE SHEET 6 **NOTES** SEE SHEET 6
DETAIL SEE SHEET 6
LINE TABLE SEE SHEET 7
CURVE TABLE SEE SHEET 7
COORDINATE TABLE SEE SHEET 7

BLOCK 80
TOWNSHIP 2
SECTION 33
T&P RAILWAY SURVEY
EL PASO INTERNATIONAL AIRPORT
(NO DEED OF RECORD FOUND)



Drawing Ref. No.
SHEET 5 OF 8

LAND TITLE SURVEY
U.S. ARMY CORPS OF ENGINEERS
TRACT NO. EPT-EPS-F2001 & EPT-EPS-F2001E
EL PASO COUNTY TEXAS

Mark	Description	Date	Appr
1	Revise west adj. & parent tract	8/31	

CONTRACT NO.: W9126G19D6001
T.O.: W9126G2F0286

	BY	DATE
Drawn	LMK	8/21
Checked	LMK	8/21
Surveyor	JDB	8/21
Fld.Bk. #		
TEXAS LICENSED SURVEYING FIRM B&F ENGINEERING, INC. NO. 10193942		

B&F
ENGINEERING, INC.
928 AIRPORT ROAD
HOT SPRINGS, AR 71913
(PH) 501-767-2386
(FAX) 501-767-8859
(EMAIL) info@bnfenga.com



GENERAL SURVEYOR'S NOTES:

1. THE BEARINGS, DISTANCES AND COORDINATE VALUES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, REFERENCED TO NAD 83(2011), TX CENTRAL ZONE(4203), US SURVEY FEET, USING THE CORS(2011) ADJUSTMENT. THE DISTANCES AND COORDINATES SHOWN HEREON ARE GRID VALUES AND MAY BE CONVERTED TO GROUND (SURFACE) USING THE TXDOT COUNTY PUBLISHED COMBINED SCALE FACTOR OF 1.000180000 (E.G. GRID X 1.000180000 = SURFACE).
2. A SEPARATE METES AND BOUNDS DESCRIPTION OF EQUAL DATE WAS WRITTEN IN CONJUNCTION WITH THIS SURVEY PLAT.
3. THE SQUARE FOOTAGE TOTAL RECITED HEREIN IS BASED ON MATHEMATICAL CALCULATIONS AND SUBJECT TO THE RULES OF ROUNDING AND SIGNIFICANT NUMBERS.
4. THE REMAINING ACREAGE OF THE PARENT TRACT WAS CALCULATED FROM THE RECORDED INSTRUMENTS AND IS NOT BASED ON FIELD DIMENSIONS. SEE SURVEYORS REPORT FOR BOUNDARY AND REMAINING ACREAGE NOTES.
5. FIELD SURVEY WAS COMPLETED IN AUGUST 2021.
6. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
7. MDS LAND SURVEYING COMPANY, INC. HAS PROVIDED THESE SURVEY SERVICES TO THE CORPS OF ENGINEERS AS A SUB-CONSULTANT TO B&F ENGINEERING, INC., THE PRIME CONSULTANT. THE CORP'S CONTRACTING OFFICER'S REPRESENTATIVE IS STEPHEN CORLEY, RPLS (817) 886-1143.

ALTA/NSPS TABLE A NOTES:

1. EXISTING AND SET MONUMENTS SHOWN HEREON.
3. ACCORDING TO COMMUNITY PANEL NO. 4802140035B OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR EL PASO COUNTY, TEXAS, HAVING AN EFFECTIVE DATE OF OCTOBER 15, 1982, THE SUBJECT TRACT IS SITUATED WITHIN: ZONE "C"; DEFINED AS AREAS OF MINIMAL FLOODING. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
4. GROSS LAND AREA: 1.432 ACRES.
- 7(A). EXTERIOR DIMENSIONS OF ALL BUILDINGS AT GROUND LEVEL ARE SHOWN HEREON.
8. SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK ARE SHOWN HEREON.
9. TOTAL NO. OF PARKING SPACES: 0
 - NO. OF REGULAR PARKING SPACES: 0
 - NO. OF HANDICAPPED PARKING SPACES: 0
11. VISIBLE UTILITIES WERE LOCATED WITH THIS SURVEY; NO SUBSURFACE PROBING, EXCAVATION OR EXPLORATION WAS PERFORMED FOR THIS SURVEY. UNDERGROUND UTILITIES MAY EXIST WHICH ARE NOT SHOWN HEREON.
13. NAMES OF ADJOINERS SHOWN HEREON.
19. PLOTTABLE OFFSITE EASEMENTS OBTAINED BY THE SURVEYOR ARE SHOWN HEREON.
21. LOCATION OF PROPOSED WELL SHOWN HEREON.

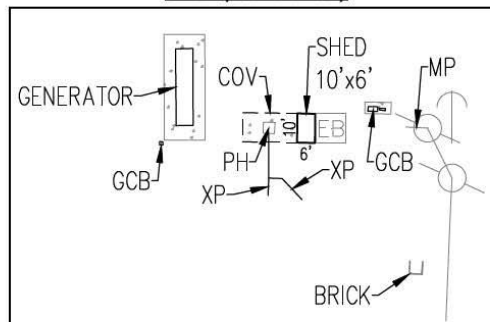
SPECIAL NOTE:

THIS LAND TITLE SURVEY IS NOT CONSIDERED AN OFFICIAL ALTA/NSPS LAND TITLE SURVEY, SINCE THE CLIENT DID NOT PROVIDE A TITLE COMMITMENT AND/OR THE REFERENCED DOCUMENTS FOR EASEMENTS, ETC. THAT EXIST WITHIN A TITLE COMMITMENT. HOWEVER, THE BASIS OF THIS SURVEY IS THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, INCLUDING TABLE A (THE OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS, AS HIGHLIGHTED IN THE USAGE SCOPE OF WORK (E.G. TABLE A ITEMS: 1, 3, 4, 7A, 8, 9, 11, 13, 19 AND 21).

LEGEND

COV	COVERED
GCB	GENERATOR CONTROL BOX
IRF	REBAR FOUND (SIZE NOTED)
MP	METER PANEL
OPR	OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY
PG	PAGE
PH	PUMP HEAD
PKS	PK NAIL W/ "MDS" WASHER SET
POB	POINT OF BEGINNING
POC	POINT OF COMMENCING
PR	PLAT RECORDS OF EL PASO COUNTY
PWL	PROPOSED WELL LOCATION
RW	ROCK WALL (HEIGHT: +/- 8')
T&P	TEXAS AND PACIFIC
VOL	VOLUME
XP	EXPOSED 8" PIPE
●	SET 5/8" REBAR W/ "MDS" CAP AS NOTED
○	FOUND MONUMENT AS NOTED
○	CALCULATED POINT (IN ROCK WALL)
△	CONTROL POINT
□	ELECTRIC CONTROL BOX
←	GUY ANCHOR
⚡	POWER POLE
□	TELEPHONE PEDESTAL

—	ACQUISITION AREA BOUNDARY
- - - -	ACQUISITION EASEMENT BOUNDARY
— · — · —	APPROXIMATE SECTION LINE
— ◇ —	CHAIN LINK FENCE
- - - -	EXISTING EASEMENT
— O —	OHE OVERHEAD UTILITIES
— PL —	PROPERTY LINE

DETAIL (SCALE: 1"=50')

MDS
LAND SURVEYING
COMPANY, INC.
874 HARPER ROAD, STE. 104
KERRVILLE, TX 78028
830-816-1818
MDS-SURVEYING.COM
TBPLS FIRM No. 10019600

Drawing Ref. No.
SHEET 6 OF 8

LAND TITLE SURVEY
U.S. ARMY CORPS OF ENGINEERS
TRACT NO. EPT-EPS-F2001 & EPT-EPS-F2001E
EL PASO COUNTY TEXAS

Mark	Description	Date	Appr.
1	Revised west adj. & parent tract	8/31	

CONTRACT NO.: W9126G1906001
T.O.: W9126G220286

BY	DATE
Drawn LMK	8/21
Checked LMK	8/21
Surveyor JDB	8/21
Fld Bk #	

TEXAS LICENSED SURVEYING FIRM
B&F ENGINEERING, INC.
NO. 10193942

B&F
ENGINEERING, INC.
928 AIRPORT ROAD
HOT SPRINGS, AR 71913
(PH) 501-767-2266
(FAX) 501-767-6859
(EMAIL) info@brefeng.com

U.S. Army Corps
of Engineers

MDS PROJ. 21-399-00

FILE NAME: EPT-EPS-F2001 DATE: 8/31/2021

EPT-EPS-F2001

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 87°52'52" W	145.66'
L2	N 02°07'15" E	255.70'
L3	S 83°36'09" E	264.57'
L4	S 01°43'33" W	209.55'
L5	S 89°48'18" W	101.93'
L6	S 40°39'28" W	28.52'
L7	N 87°52'52" W	192.34'
L8	S 83°36'09" E	131.63'
L9	S 03°06'27" W	95.54'
L10	S 02°05'27" W	80.90'
L11	N 47°50'30" W	64.12'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00'	84.07'	74.51'	S 50°15'24" W	96°19'55"

COORDINATE TABLE

MONUMENT NAME	NORTHING	EASTING
EPT-EPS-F2001-1=F2001E-2	10668342.316	422536.519
EPT-EPS-F2001-2	10668347.702	422390.955
EPT-EPS-F2001-3	10668603.231	422400.418
EPT-EPS-F2001-4=F2001E-5	10668573.751	422663.335
EPT-EPS-F2001-5=F2001E-4	10668364.297	422657.024
EPT-EPS-F2001-6=F2001E-3	10668363.950	422555.099
EPT-EPS-F2001E-1	10668335.205	422728.723
EPT-EPS-F2001E-6	10668559.085	422794.144
EPT-EPS-F2001E-7	10668463.685	422788.965
EPT-EPS-F2001E-8	10668416.048	422731.674

OWNERSHIP INFO

<p>①</p> <p>CITY OF EL PASO REMAINDER OF CALLED 1,663.08 ACRES VOL. 1348, PG. 146 OPR (PARCEL A)</p>	<p>②</p> <p>CITY OF EL PASO LOT 5, BLOCK 6 McRAE COMMERCIAL DISTRICT UNIT 2-B VOL. 38, PG. 2 PR</p>	<p>③</p> <p>3801 MATTOX, LLC CALLED 1,0801 ACRES DOC. NO. 20190067504 OPR</p>
<p>④</p> <p>LYMAN R. HUFFMAN III, ET UX LOT 5, BLOCK 7 MONTANA INDUSTRIAL CENTER UNIT 5 VOL. 52, PG. 23 PR</p>	<p>⑤</p> <p>ANREPA MANAGEMENT GROUP, INC. LOT 4, BLOCK 7 MONTANA INDUSTRIAL CENTER UNIT 5 VOL. 52, PG. 23 PR</p>	<p>⑥</p> <p>ANREPA MANAGEMENT GROUP, INC. LOT 1, BLOCK 7 MONTANA INDUSTRIAL CENTER UNIT 5 VOL. 52, PG. 23 PR</p>
<p>⑦</p> <p>CITY OF EL PASO LOT 2, BLOCK 6 McRAE COMMERCIAL DISTRICT UNIT 2-B VOL. 38, PG. 2 PR</p>	<p>⑧</p> <p>TOMLIN PARTNERS, LLC CALLED 1.7163 ACRES DOC. NO. 20150081786 OPR</p>	<p>⑨</p> <p>HECTOR ZEPEDA CALLED 1.8611 ACRES DOC. NO. 20080017801 OPR</p>
<p>⑩</p> <p>3MS & T PROPERTIES LLC LOT 9, BLOCK 6 McRAE COMMERCIAL DISTRICT UNIT 2-C VOL. 47, PG. 21 PR</p>	<p>⑪</p> <p>STORY & SONS INVESTMENTS, LLC LOT 8, BLOCK 6 McRAE COMMERCIAL DISTRICT UNIT 2-C VOL. 47, PG. 21 PR</p>	<p>⑫</p> <p>DIANA V. MIRAMONTES LOT 7, BLOCK 6 McRAE COMMERCIAL DISTRICT UNIT 2-C VOL. 47, PG. 21 PR</p>
<p>⑬</p> <p>UNITED STATES OF AMERICA CALLED 0.4538 ACRE VOL. 2040, PG. 1253 OPR</p>	<p>⑭</p> <p>UNITED STATES OF AMERICA CALLED 27.168 ACRES VOL. 123, PG. 398 OPR</p>	

VICINITY MAP

NOT TO SCALE



Drawing Ref. No
SHEET 7 OF 8

LAND TITLE SURVEY

U.S. ARMY CORPS OF ENGINEERS

TRACT NO. EPT-EPS-F2001 & EPT-EPS-F2001E

EL PASO COUNTY

TEXAS

Mark	Description	Date	Appr
1	Revise west adj. & parent tract	8/31	

CONTRACT NO.: W9126G19D6001
T.O.: W9126G2F0286

	BY	DATE
Drawn	LMK	8/21
Checked	LMK	8/21
Surveyor	JDB	8/21
Fld.Bk. #		
TEXAS LICENSED SURVEYING FIRM B&F ENGINEERING, INC. NO. 11187042		



B&F
ENGINEERING, INC.
928 AIRPORT ROAD
HOT SPRINGS, AR 71913
(PH) 501-767-2366
(FAX) 501-767-8859
(EMAIL) info@bhfeng.com



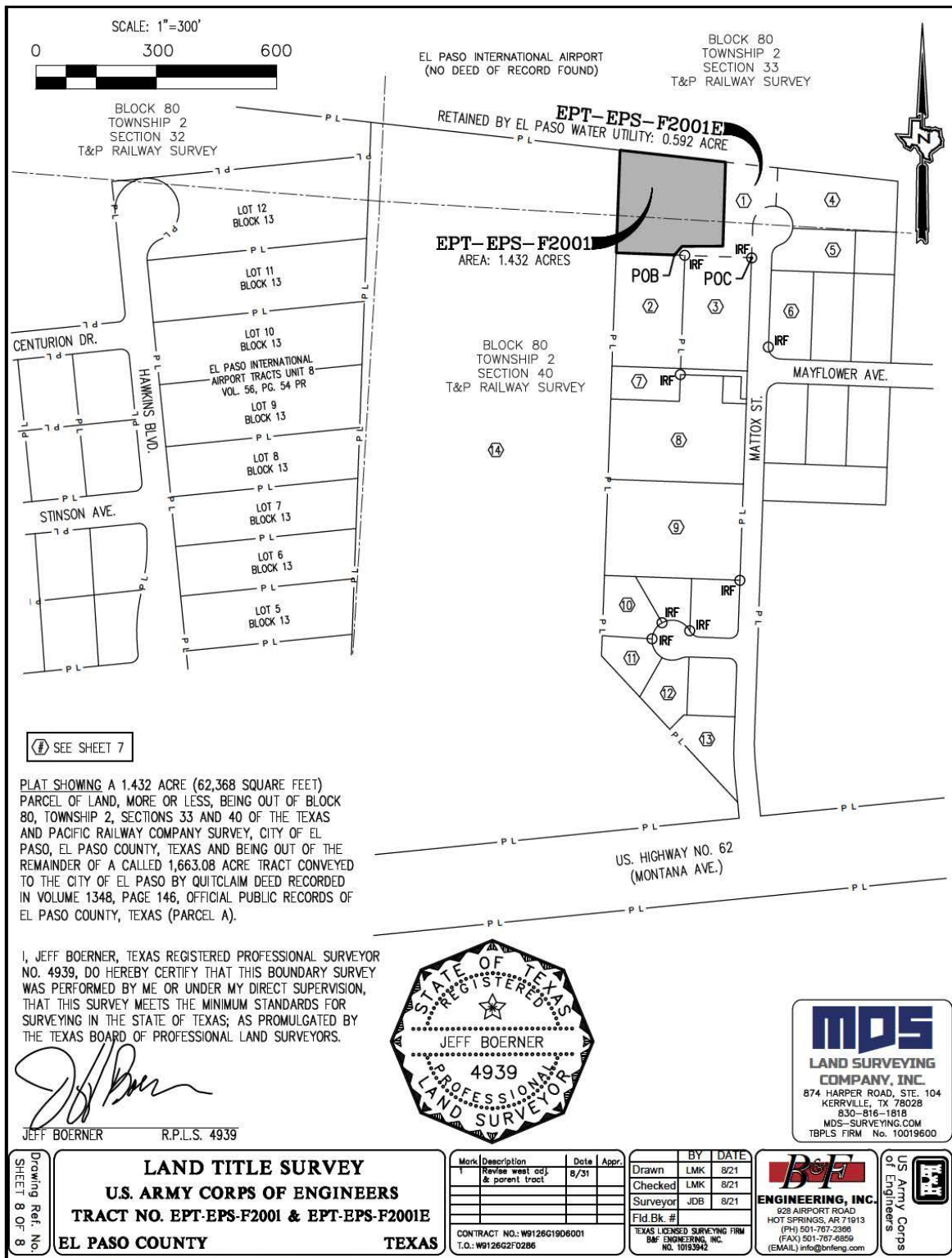
US Army Corps
of Engineers

MDS PROJ. 21-399-00

FILE NAME: EPT-EPS-F2001 DATE: 8/31/2021

659

EPT-EPS-F2001



SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER LICENSE NUMBER

GRANTOR:

EL PASO WATER UTILITIES - PUBLIC SERVICE BOARD,
a component unit of the City of El Paso, a Texas municipal corporation
1154 Hawkins Blvd.
El Paso, Texas 79925

GRANTEE:

UNITED STATES OF AMERICA and its assigns
Department of Homeland Security, U.S. Immigration and Customs Enforcement
500 12th Street, S.W., STOP 5703
Washington, DC 20536-5704

CONSIDERATION: For and in consideration of the sum of TWO MILLION ONE HUNDRED FIFTY THOUSAND ONE HUNDRED FORTY-TWO DOLLARS AND NO/100 (\$2,150,142.00) in hand paid by GRANTEE to GRANTOR, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR has **GRANTED, SOLD AND CONVEYED**, and by these presents does hereby **GRANT, SELL AND CONVEY** unto the United States of America and its assigns, all of the following described real property located in El Paso County, Texas, in fee simple:

PROPERTY (including any improvements):

1.432 acres of land, more or less, being out of Block 80, Township 2, Sections 33 and 40 of the Texas and Pacific Railway Company Survey, City of El Paso, El Paso County, Texas and being out of the remainder of a called 1,663.08 acre tract conveyed to the City of El Paso by Quitclaim Deed recorded in Volume 1348, Page 146, Official Public Records of El Paso County, Texas (Parcel A), and being more particularly described by metes and bounds and survey in **Exhibit "A"** attached hereto and made a part hereof for all purposes.

THE ESTATE GRANTED BY GRANTOR AND ACQUIRED BY GRANTEE 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 the 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 U.S Immigration and Customs Enforcement facilities.

RESERVING unto Grantor a temporary right-of-entry and construction easement in, on, over and across the Property described above and more particularly described by metes and bounds and survey in the attached Exhibit "A" (the "Temporary Easement"), the terms and conditions of which are more fully set forth in that certain Offer to Sell Real Property (the "OTS") covering the Property and executed by the parties herein; the Temporary Easement shall automatically terminate on September 27, 2022, or when the Work described in the OTS is completed by Grantor, whichever is earlier.

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 GRANTEE and its assigns forever.

The said GRANTOR does hereby bind GRANTOR and its administrators, successors, and assigns to **WARRANT AND FOREVER DEFEND** all and singular the said Property unto the GRANTEE and its assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by through or under Grantor, but not otherwise.

IN TESTIMONY WHEREOF, witness my signature on this ____ day of _____, 2022.

“GRANTOR”
THE EL PASO WATER UTILITIES-
PUBLIC SERVICE BOARD, for and on behalf of
the CITY OF EL PASO, a Texas municipal
corporation

By: Tomas Gonzalez, City Manager

STATE OF TEXAS §
§
COUNTY OF _____ §

Before me, the undersigned notary public, on this day personally appeared Tomas Gonzalez, as City Manager of the City of El Paso, who has proven to me through presentation of appropriate and legally sufficient identification to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal this the _____ day of _____ 2022.

Notary Public, State of Texas

EXHIBIT "A"

**Department of Homeland Security
Immigration and Customs Enforcement
Proposed Acquisition of Tract EPT-EPS-F2001
Property Description**

County: El Paso
Grantor: City of El Paso
Acreage: 1.432

Being a 1.432 acre (62,368 square feet) parcel of land, more or less, being out of Block 80, Township 2, Sections 33 and 40 of the Texas and Pacific Railway Company Survey, City of El Paso, El Paso County, Texas and being out of the remainder of a called 1,663.08 acre tract conveyed to the City of El Paso by Quitclaim Deed recorded in Volume 1348, Page 146, Official Public Records of El Paso County, Texas (Parcel A), said parcel of land being more particularly described by metes and bounds as follows;

Commencing at a found 1/2" rebar at the southeast corner of the remainder of the called 1,663.08 acre tract and the northeast corner of a called 1.0801 acre tract conveyed to 3801 Mattox, LLC recorded in Document No. 20190067504, Official Public Records of El Paso County, Texas, said point being in the west right-of-way line of Mattox Street (50' width, Volume 52, Page 23, Plat Records of El Paso County, Texas), said point having the coordinates of N=10668335.205, E=422728.723, said point bears N 47°50'30" W, a distance of 64.12' from United States Army Corps of Engineers Control Point No. MDS-EL-1;

Thence: N 87°52'52" W, departing the west right-of-way line of Mattox Street, with the south line of the remainder of the called 1,663.08 acre tract and the north line of the called 1.0801 acre tract, passing at 166.80' a found 1/2" rebar at the northwest corner of the called 1.0801 acre tract and the northeast corner of Lot 5, Block 6, McRae Commercial District, Unit 2-B, recorded in Volume 38, Page 2, Plat Records of El Paso County, Texas, continuing for a total distance of 192.34' to a set 5/8" rebar with an MDS LAND SURVEYING aluminum disk capped survey marker stamped with the following description: "EPT-EPS-F2001-1=F2001E-2" for the **Point of Beginning** and south corner of Tract EPT-EPS-F2001, said point being in the south line of the remainder of the called 1,663.08 acre tract and the north line of Lot 5, Block 6, McRae Commercial District, Unit 2-B, said point having the coordinates of N=10668342.316, E=422536.519;

Thence: N 87°52'52" W, with the south line of the remainder of the called 1,663.08 acre tract and the north line of Lot 5, Block 6, McRae Commercial District, Unit 2-B, for a distance of 145.66' to a calculated point in a rock wall for the southwest corner of Tract EPT-EPS-F2001, said point being at the northwest corner of Lot 5, Block 6, McRae Commercial District, Unit 2-B and the southwest corner of the remainder of the called 1,663.08 acre tract, said point being in the east line of a called 27.168 acre tract conveyed to the United States of America recorded in Volume 123, Page 398, Official Public Records of El Paso County, Texas;

Thence: N 02°07'15" E, with the west line of the remainder of the called 1,663.08 acre tract, the east line of the called 27.168 acre tract and along the centerline of a rock wall, for a distance of 255.70' to a calculated point in a rock wall for the northwest corner of Tract EPT-EPS-F2001, said

point being at the northwest corner of the remainder of the called 1,663.08 acre tract and the northeast corner of the called 27.168 acre tract, said point being in the south line of the El Paso International Airport tract (no deed of record found);

Thence: S 83°36'09" E, with the north line of the remainder of the called 1,663.08 acre tract, the south line of the El Paso International Airport tract and the south line of a rock wall, for a distance of 264.57' to a set 5/8" rebar with an MDS LAND SURVEYING aluminum disk capped survey marker stamped with the following description: "EPT-EPS-F2001-4=F2001E-5" for the northeast corner of Tract EPT-EPS-F2001, said point being in the north line of the remainder of the called 1,663.08 acre tract and the south line of the El Paso International Airport tract;

Thence: departing the north line of the remainder of the called 1,663.08 acre tract and the south line of the El Paso International Airport tract, over and across the remainder of the called 1,663.08 acre tract, the following courses and distances:

- S 01°43'33" W, for a distance of 209.55' to a set 5/8" rebar with an MDS LAND SURVEYING aluminum disk capped survey marker stamped with the following description: "EPT-EPS-F2001-5=F2001E-4" for the southeast corner of Tract EPT-EPS-F2001;
- S 89°48'18" W, for a distance of 101.93' to a set 5/8" rebar with an MDS LAND SURVEYING aluminum disk capped survey marker stamped with the following description: "EPT-EPS-F2001-6=F2001E-3" for angle;
- S 40°39'28" W, for a distance of 28.52' to the **Point of Beginning**.

Note: All bearings, distances and coordinates are referenced to the Texas State Plane Coordinate System, Central Zone grid (SPCS 4203) NAD'83. Values may be converted to ground values using a combined scale factor of 1.000180000.

Prepared Date 8/27/2021

Revision Date 8/31/2021

Signed _____

MDS Land Surveying Company, Inc.
Jeff Boerner, R.P.L.S. No. 4939

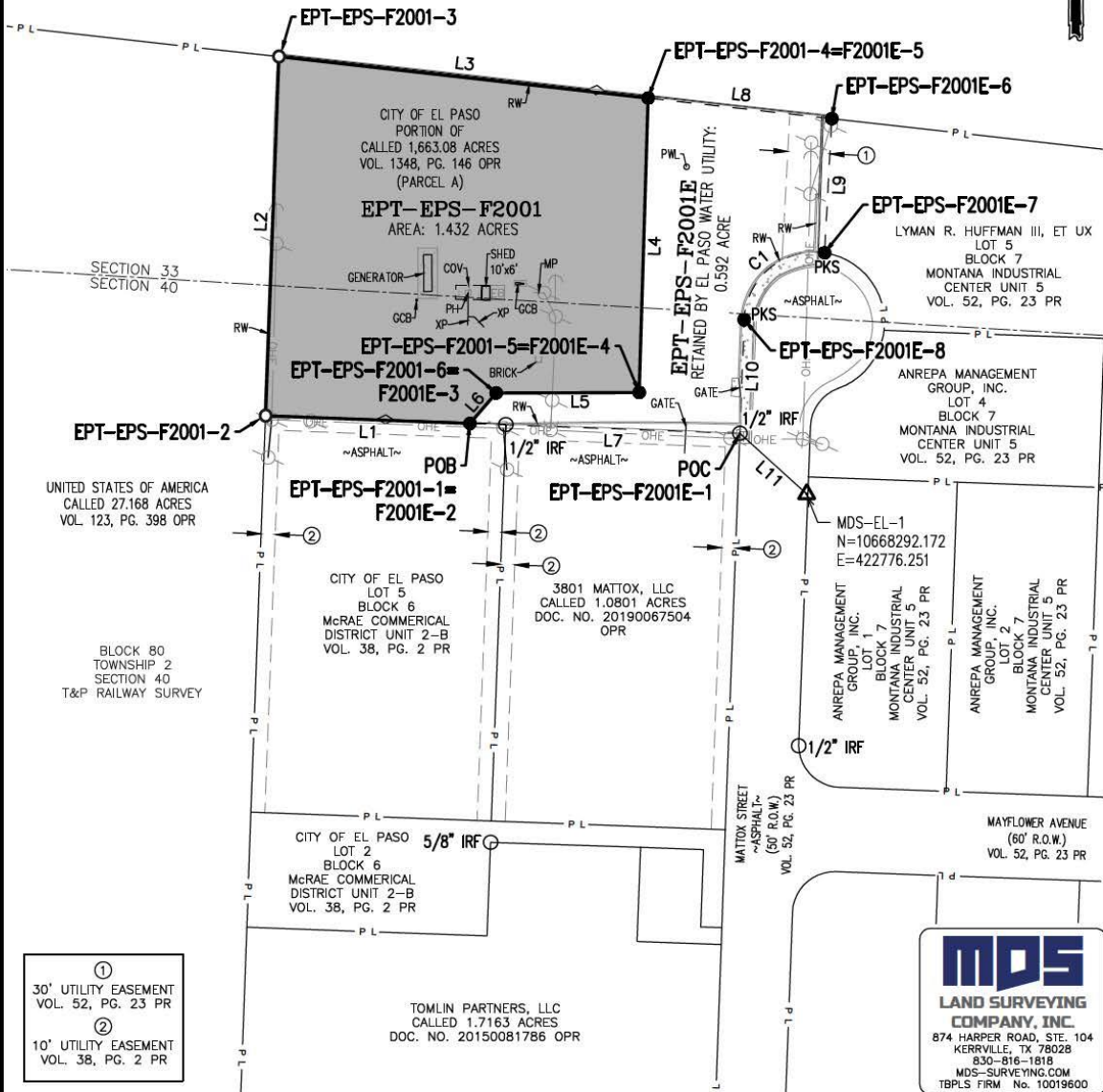


EPT-EPS-F2001

LEGEND SEE SHEET 6 **NOTES** SEE SHEET 6
DETAIL SEE SHEET 6
LINE TABLE SEE SHEET 7
CURVE TABLE SEE SHEET 7
COORDINATE TABLE SEE SHEET 7

SCALE: 1"=100'
 0 100 200

BLOCK 80
 TOWNSHIP 2
 SECTION 33
 T&P RAILWAY SURVEY
 EL PASO INTERNATIONAL AIRPORT
 (NO DEED OF RECORD FOUND)



Drawing Ref. No. SHEET 5 OF 8	LAND TITLE SURVEY		Mark Description Date Appr. 1. Revised west adj. & parent tract 8/31		BY DATE Drawn LMK 8/21 Checked LMK 8/21 Surveyor JDB 8/21 Fid Bk #	B&F ENGINEERING, INC. 928 AIRPORT ROAD HOT SPRINGS, AR 71913 (PH) 501-767-2266 (FAX) 501-767-6859 (EMAIL) info@brefeng.com	US Army Corps of Engineers
	U.S. ARMY CORPS OF ENGINEERS		CONTRACT NO.: W9126G1906001		TEXAS LICENSED SURVEYING FIRM B&F ENGINEERING, INC. NO. 10193942		
	TRACT NO. EPT-EPS-F2001 & EPT-EPS-F2001E		T.O.: W9126G270286				
	EL PASO COUNTY TEXAS						

MDS PROJ. 21-399-00 FILE NAME: EPT-EPS-F2001 DATE: 8/31/2021

GENERAL SURVEYOR'S NOTES:

1. THE BEARINGS, DISTANCES AND COORDINATE VALUES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, REFERENCED TO NAD 83(2011), TX CENTRAL ZONE(4203), US SURVEY FEET, USING THE CORS(2011) ADJUSTMENT. THE DISTANCES AND COORDINATES SHOWN HEREON ARE GRID VALUES AND MAY BE CONVERTED TO GROUND (SURFACE) USING THE TXDOT COUNTY PUBLISHED COMBINED SCALE FACTOR OF 1.000180000 (E.G. GRID X 1.000180000 = SURFACE).
2. A SEPARATE METES AND BOUNDS DESCRIPTION OF EQUAL DATE WAS WRITTEN IN CONJUNCTION WITH THIS SURVEY PLAT.
3. THE SQUARE FOOTAGE TOTAL RECITED HEREIN IS BASED ON MATHEMATICAL CALCULATIONS AND SUBJECT TO THE RULES OF ROUNDING AND SIGNIFICANT NUMBERS.
4. THE REMAINING ACREAGE OF THE PARENT TRACT WAS CALCULATED FROM THE RECORDED INSTRUMENTS AND IS NOT BASED ON FIELD DIMENSIONS. SEE SURVEYORS REPORT FOR BOUNDARY AND REMAINING ACREAGE NOTES.
5. FIELD SURVEY WAS COMPLETED IN AUGUST 2021.
6. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
7. MDS LAND SURVEYING COMPANY, INC. HAS PROVIDED THESE SURVEY SERVICES TO THE CORPS OF ENGINEERS AS A SUB-CONSULTANT TO B&F ENGINEERING, INC., THE PRIME CONSULTANT. THE CORP'S CONTRACTING OFFICER'S REPRESENTATIVE IS STEPHEN CORLEY, RPLS (817) 886-1143.

ALTA/NSPS TABLE A NOTES:

1. EXISTING AND SET MONUMENTS SHOWN HEREON.
3. ACCORDING TO COMMUNITY PANEL NO. 4802140035B OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR EL PASO COUNTY, TEXAS, HAVING AN EFFECTIVE DATE OF OCTOBER 15, 1982, THE SUBJECT TRACT IS SITUATED WITHIN: ZONE "C"; DEFINED AS AREAS OF MINIMAL FLOODING. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
4. GROSS LAND AREA: 1.432 ACRES.
- 7(A). EXTERIOR DIMENSIONS OF ALL BUILDINGS AT GROUND LEVEL ARE SHOWN HEREON.
8. SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK ARE SHOWN HEREON.
9. TOTAL NO. OF PARKING SPACES: 0
 - NO. OF REGULAR PARKING SPACES: 0
 - NO. OF HANDICAPPED PARKING SPACES: 0
11. VISIBLE UTILITIES WERE LOCATED WITH THIS SURVEY; NO SUBSURFACE PROBING, EXCAVATION OR EXPLORATION WAS PERFORMED FOR THIS SURVEY. UNDERGROUND UTILITIES MAY EXIST WHICH ARE NOT SHOWN HEREON.
13. NAMES OF ADJOINERS SHOWN HEREON.
19. PLOTTABLE OFFSITE EASEMENTS OBTAINED BY THE SURVEYOR ARE SHOWN HEREON.
21. LOCATION OF PROPOSED WELL SHOWN HEREON.

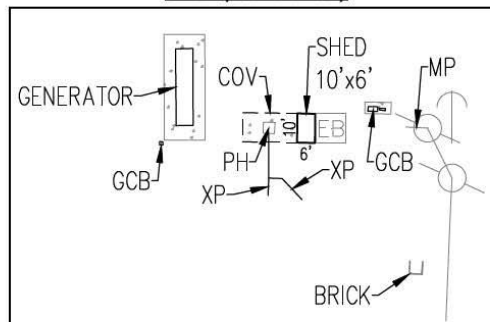
SPECIAL NOTE:

THIS LAND TITLE SURVEY IS NOT CONSIDERED AN OFFICIAL ALTA/NSPS LAND TITLE SURVEY, SINCE THE CLIENT DID NOT PROVIDE A TITLE COMMITMENT AND/OR THE REFERENCED DOCUMENTS FOR EASEMENTS, ETC. THAT EXIST WITHIN A TITLE COMMITMENT. HOWEVER, THE BASIS OF THIS SURVEY IS THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, INCLUDING TABLE A (THE OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS, AS HIGHLIGHTED IN THE USAGE SCOPE OF WORK (E.G. TABLE A ITEMS: 1, 3, 4, 7A, 8, 9, 11, 13, 19 AND 21).

LEGEND

COV	COVERED
GCB	GENERATOR CONTROL BOX
IRF	REBAR FOUND (SIZE NOTED)
MP	METER PANEL
OPR	OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY
PG	PAGE
PH	PUMP HEAD
PKS	PK NAIL W/ "MDS" WASHER SET
POB	POINT OF BEGINNING
POC	POINT OF COMMENCING
PR	PLAT RECORDS OF EL PASO COUNTY
PWL	PROPOSED WELL LOCATION
RW	ROCK WALL (HEIGHT: +/- 8')
T&P	TEXAS AND PACIFIC
VOL	VOLUME
XP	EXPOSED 8" PIPE
●	SET 5/8" REBAR W/ "MDS" CAP AS NOTED
○	FOUND MONUMENT AS NOTED
○	CALCULATED POINT (IN ROCK WALL)
△	CONTROL POINT
⊞	ELECTRIC CONTROL BOX
←	GUY ANCHOR
⚡	POWER POLE
⊞	TELEPHONE PEDESTAL

—	ACQUISITION AREA BOUNDARY
- - - -	ACQUISITION EASEMENT BOUNDARY
- - - -	APPROXIMATE SECTION LINE
—◇—	CHAIN LINK FENCE
- - - -	EXISTING EASEMENT
—O—	OHE OVERHEAD UTILITIES
—PL—	PROPERTY LINE

DETAIL (SCALE: 1"=50')

MDS
LAND SURVEYING
COMPANY, INC.
874 HARPER ROAD, STE. 104
KERRVILLE, TX 78028
830-816-1818
MDS-SURVEYING.COM
TBPLS FIRM No. 10019600

Drawing Ref. No.
SHEET 6 OF 8

LAND TITLE SURVEY
U.S. ARMY CORPS OF ENGINEERS
TRACT NO. EPT-EPS-F2001 & EPT-EPS-F2001E
EL PASO COUNTY TEXAS

Mark	Description	Date	Appr.
1	Revised west adj. & parent tract	8/31	

CONTRACT NO.: W9126G1906001
T.O.: W9126G220286

BY	DATE
Drawn LMK	8/21
Checked LMK	8/21
Surveyor JDB	8/21
Fld Bk #	

TEXAS LICENSED SURVEYING FIRM
B&F ENGINEERING, INC.
NO. 10193942

B&F
ENGINEERING, INC.
928 AIRPORT ROAD
HOT SPRINGS, AR 71913
(PH) 501-767-2266
(FAX) 501-767-6859
(EMAIL) info@brefeng.com

U.S. Army Corps
of Engineers

MDS PROJ. 21-399-00

FILE NAME: EPT-EPS-F2001 DATE: 8/31/2021

EPT-EPS-F2001

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 87°52'52" W	145.66'
L2	N 02°07'15" E	255.70'
L3	S 83°36'09" E	264.57'
L4	S 01°43'33" W	209.55'
L5	S 89°48'18" W	101.93'
L6	S 40°39'28" W	28.52'
L7	N 87°52'52" W	192.34'
L8	S 83°36'09" E	131.63'
L9	S 03°06'27" W	95.54'
L10	S 02°05'27" W	80.90'
L11	N 47°50'30" W	64.12'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00'	84.07'	74.51'	S 50°15'24" W	96°19'55"

COORDINATE TABLE

MONUMENT NAME	NORTHING	EASTING
EPT-EPS-F2001-1=F2001E-2	10668342.316	422536.519
EPT-EPS-F2001-2	10668347.702	422390.955
EPT-EPS-F2001-3	10668603.231	422400.418
EPT-EPS-F2001-4=F2001E-5	10668573.751	422663.335
EPT-EPS-F2001-5=F2001E-4	10668364.297	422657.024
EPT-EPS-F2001-6=F2001E-3	10668363.950	422555.099
EPT-EPS-F2001E-1	10668335.205	422728.723
EPT-EPS-F2001E-6	10668559.085	422794.144
EPT-EPS-F2001E-7	10668463.685	422788.965
EPT-EPS-F2001E-8	10668416.048	422731.674

OWNERSHIP INFO

<p align="center">①</p> <p>CITY OF EL PASO REMAINDER OF CALLED 1.663.08 ACRES VOL. 1348, PG. 146 OPR (PARCEL A)</p>	<p align="center">②</p> <p>CITY OF EL PASO LOT 5, BLOCK 6 McRAE COMMERCIAL DISTRICT UNIT 2-B VOL. 38, PG. 2 PR</p>	<p align="center">③</p> <p>3801 MATTOX, LLC CALLED 1.0801 ACRES DOC. NO. 20190067504 OPR</p>
<p align="center">④</p> <p>LYMAN R. HUFFMAN III, ET UX LOT 5, BLOCK 7 MONTANA INDUSTRIAL CENTER UNIT 5 VOL. 52, PG. 23 PR</p>	<p align="center">⑤</p> <p>ANREPA MANAGEMENT GROUP, INC. LOT 4, BLOCK 7 MONTANA INDUSTRIAL CENTER UNIT 5 VOL. 52, PG. 23 PR</p>	<p align="center">⑥</p> <p>ANREPA MANAGEMENT GROUP, INC. LOT 1, BLOCK 7 MONTANA INDUSTRIAL CENTER UNIT 5 VOL. 52, PG. 23 PR</p>
<p align="center">⑦</p> <p>CITY OF EL PASO LOT 2, BLOCK 6 McRAE COMMERCIAL DISTRICT UNIT 2-B VOL. 38, PG. 2 PR</p>	<p align="center">⑧</p> <p>TOMLIN PARTNERS, LLC. CALLED 1.7163 ACRES DOC. NO. 20150081786 OPR</p>	<p align="center">⑨</p> <p>HECTOR ZEPEDA CALLED 1.8611 ACRES DOC. NO. 20080017801 OPR</p>
<p align="center">⑩</p> <p>3MS & T PROPERTIES LLC LOT 9, BLOCK 6 McRAE COMMERCIAL DISTRICT UNIT 2-C VOL. 47, PG. 21 PR</p>	<p align="center">⑪</p> <p>STORY & SONS INVESTMENTS, LLC LOT 8, BLOCK 6 McRAE COMMERCIAL DISTRICT UNIT 2-C VOL. 47, PG. 21 PR</p>	<p align="center">⑫</p> <p>DIANA V. MIRAMONTES LOT 7, BLOCK 6 McRAE COMMERCIAL DISTRICT UNIT 2-C VOL. 47, PG. 21 PR</p>
<p align="center">⑬</p> <p>UNITED STATES OF AMERICA CALLED 0.4538 ACRE VOL. 2040, PG. 1253 OPR</p>	<p align="center">⑭</p> <p>UNITED STATES OF AMERICA CALLED 27.168 ACRES VOL. 123, PG. 398 OPR</p>	

VICINITY MAP

NOT TO SCALE



Drawing Ref. No.
SHEET 7 OF 8

LAND TITLE SURVEY

U.S. ARMY CORPS OF ENGINEERS

TRACT NO. EPT-EPS-F2001 & EPT-EPS-F2001E

EL PASO COUNTY

TEXAS

Mark	Description	Date	Appr
1	Revise west adj. & parent tract	8/31	

CONTRACT NO.: W9126G19D6001
T.O.: W9126G2F0286

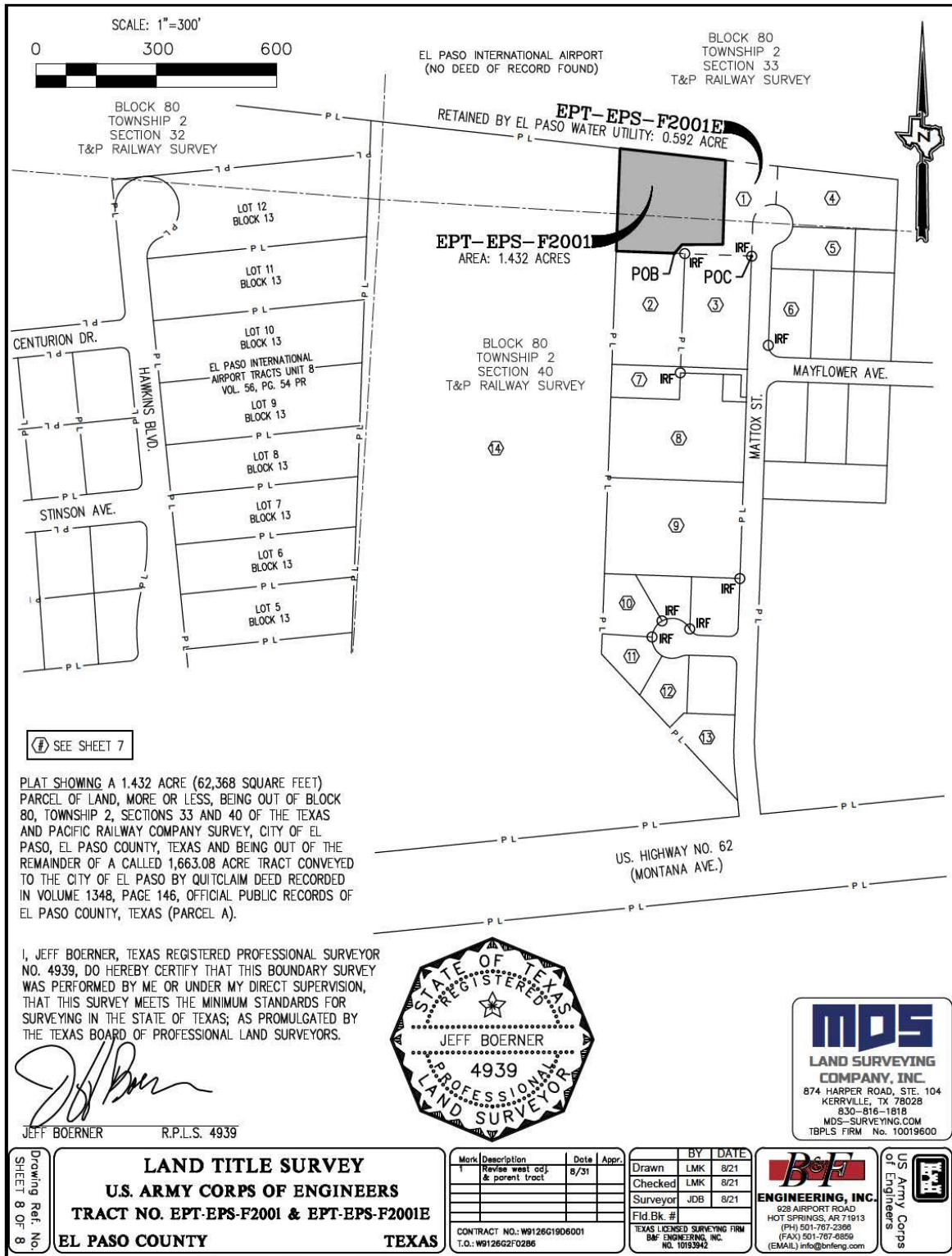
	BY	DATE
Drawn	LMK	8/21
Checked	LMK	8/21
Surveyor	JDB	8/21
Fld.Bk. #		
TEXAS LICENSED SURVEYING FIRM B&F ENGINEERING, INC. NO. 10193942		

MDS
LAND SURVEYING
COMPANY, INC.
874 HARPER ROAD, STE. 104
KERRVILLE, TX 78028
830-816-1818
MDS-SURVEYING.COM
TBPLS FIRM No. 10019600



US Army Corps
of Engineers

EPT-EPS-F2001





Legislation Text

File #: 22-916, 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

Economic and International Development, Denisse Carter, (915) 212-1620

Economic and International Development, Elizabeth Triggs, (915) 212-1619

AGENDA LANGUAGE:

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

Discussion and action that the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between the City of El Paso ("City") and ISARON, LLC ("Applicant") in support of an infill development project located at 5049 Crossroads Drive, El Paso, Texas 79932. The Agreement requires the Applicant to make a minimum investment of \$900,000 over the term of the agreement the City shall provide economic incentives not to exceed \$31,315 in the form of a Property Tax Rebate, a Construction Materials Sales Tax Rebate, and a Building Construction Fee Rebate.

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

AGENDA DATE: CCA Regular July 19, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Denisse Carter, 915-212-1620
Elizabeth Triggs, 915-212-1615

DISTRICT(S) AFFECTED: 1

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

SUBGOAL: Goal 1.1 Stabilize and Expand El Paso's Tax Base

SUBJECT:

That the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between **CITY OF EL PASO** ("City") and **ISARON, LLC** ("Applicant") in support of an infill development project located at 5049 Crossroads Drive, El Paso, Texas 79932. The Agreement requires the Applicant to make a minimum investment of \$900,000 over the term of the agreement the City shall provide economic incentives not to exceed \$31,315 in the form of a Property Tax Rebate, a Construction Materials Sales Tax Rebate, and a Building Construction Fee Rebate.

BACKGROUND / DISCUSSION:

Isaron, LLC applied and qualified for a 5-year Infill redevelopment incentive grant. The Applicant is proposing to invest a minimum of \$900,000 to construct and activate a 6,900 sq. ft. residential development that will contain 12 studio apartment units and 12 parking spaces. Upon satisfying all contract metrics, the Applicant will be eligible to receive the following incentive:

- Property Tax Rebate (City's Portion): The City's portion of ad valorem incremental property taxes. 5-year grant period. Capped at \$20,551
- Construction Materials Sales Tax Rebate: A one-time rebate of the City's Portion (1%) of Sales Taxes levied on project-related construction materials. Capped at \$4,764
- Building Construction Fee Rebate: A one-time rebate of certain building construction fees and planning fees as identified in Ordinance No. 018581 paid for the project. Capped at \$6,000.

The total proposed incentive is not to exceed \$31,315.

PRIOR COUNCIL ACTION:

None

AMOUNT AND SOURCE OF FUNDING:

General Fund

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Economic and International Development
SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD: Mirella Craigo for Elizabeth Triggs

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

Revised 04/09/2021

RESOLUTION

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

That the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement (“Agreement”) by and between **CITY OF EL PASO** (“City”) and **ISARON, LLC** (“Applicant”) in support of an infill development project located at 5049 Crossroads Drive, El Paso, Texas 79932. The Agreement requires the Applicant to make a minimum investment of \$900,000 Over the term of the Agreement, the City shall provide economic incentives not to exceed \$31,315 in the form of a Property Tax Rebate, a Construction Materials Sales Tax Rebate, and a Building Construction Fee Rebate.

APPROVED THIS _____ DAY OF _____ 2022.

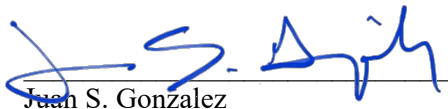
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Assistant City Attorney

APPROVED AS TO CONTENT:

 for: _____
Elizabeth Triggs, Director
Economic & International Development

STATE OF TEXAS)
)
COUNTY OF EL PASO) **CHAPTER 380 ECONOMIC DEVELOPMENT
PROGRAM AGREEMENT
(Infill Development)**

This Chapter 380 Economic Development Program Agreement (the "**Agreement**") is made on this ____ day of _____, 2022 ("**Effective Date**") between the City of El Paso, Texas, a Texas home rule municipal corporation, (the "**City**"), and **ISARON, LLC** (the "**Applicant**"), for the purposes and considerations stated below:

RECITALS

WHEREAS, the City has the authority under Chapter 380 of the Texas Local Government Code ("Chapter 380") to make loans or grants of public funds for the purpose of promoting local economic development and stimulating business and commercial activity within the City; and

WHEREAS, on May 11, 2021 the El Paso City Council adopted an Infill Development Incentive Policy (the "Infill Policy") to promote infill development by providing economic incentives for eligible projects meeting Infill Policy criteria; and

WHEREAS, the Applicant's real property, located at **5049 Crossroads Drive El Paso, Texas 79932**, is within the Policy's designated incentive area and the Applicant's proposed development meets the Policy's eligibility requirements; and

WHEREAS, the City desires to provide incentives to the Applicant, pursuant to Chapter 380 and the Infill Policy, for the construction of a development located on the Applicant's real property, and the Applicant wishes to receive the incentives in exchange for compliance with the obligations set forth herein; and

WHEREAS, the City concludes and hereby finds that this Agreement promotes economic development in the City and meets the requirements of Chapter 380.

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

SECTION 1. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- A. "**Agreement**" means this Chapter 380 Economic Development Program Agreement, together with all exhibits and schedules attached and incorporated herein by reference.
- B. "**Base Year Value**" means valuation of the real and personal property by the El Paso Central Appraisal District on the rolls as of January 1st of the year of the Effective Date of this Agreement. The Base Year Value shall not be interpreted to be equivalent or determinative

for appraisal purposes or used in any way to determine market value. For the purposes of this Agreement, the Base Year Value is **\$112,983**.

- C. **“Construction Materials Sales Tax Rebate”** means a one-time 100% rebate of the City’s 1% Sales and Use Tax from receipts for materials and labor of taxable items used in the construction of the Development. The Construction Materials Sales Rebate shall not exceed **\$4,764**.
- D. **“Development”** means new construction on a vacant lot or renovation of an existing vacant or blighted building(s) to be used for any of the following land uses: office, retail, restaurant, multifamily residential facilities, commercial and industrial within the City of El Paso, as authorized by the existing local law. The Development is described in **Exhibit B**, which is attached and incorporated for all purposes.
- E. **“Building Construction Fee Rebate”** means the one-time rebate of certain building construction fees and planning fees as identified in Ordinance No. 018581 paid for the Project and payable from the City’s general revenue fund. The Building Construction Fee Rebate shall not exceed **\$6,000** and will be rebated upon the Applicant’s provision of the Grant Submittal Package to the City to demonstrate that the total construction cost for the Project is greater than the Base Year Value.
- F. **“Effective Date”** means the date the El Paso City Council approves the Agreement.
- G. **“Grant”** means each rebate payment made by the City to the Applicant pursuant to the terms of this Agreement. The aggregate amount that the City will provide in Grants shall not exceed **\$31,315**. This aggregate amount reflects the sum total of all applicable rebates.
- H. **“Grant Submittal Package”** means the documentation required to be supplied to City as a condition of receipt of any Grant, with such documentation more fully described in the Grant Submittal Package, which is attached as **Exhibit C** to this Agreement.
- I. **“Minimum Appraisal Value”** means the valuation of the Real Property appraised by El Paso Central Appraisal District during and after the construction or renovation of the Development. For the purposes of this Agreement, the Minimum Appraisal Value is **\$589,380**. Under no circumstances shall the Minimum Appraisal Value be interpreted to be equivalent of or determinative for appraisal purposes or to be used in any way to determine market value.
- J. **“Minimum Investment”** means those costs incurred, self-performed or contracted to third parties by the Applicant over the course of the renovation or construction project or furnishing of the improvements for the Development. For purposes of this Agreement, the Minimum Investment to qualify for the Grant is **\$900,000**.
- K. **“Property Tax Rebate”** means a rebate, according to the Incremental Property Tax Rebate Table found in **Exhibit D** of this Agreement, of the City’s portion of the incremental ad valorem property tax revenue generated by the subject property above the Base Year Value

for the Grant Period (as defined herein). For the purposes of this Agreement, the total Property Tax Rebate amount shall not exceed **\$20,551**.

- L. **“Qualified Expenditures”** means the monetary expenditures paid or caused to be paid by the Applicant after the Effective Date for material used in constructing or renovating the Development; and labor required for the construction or renovation of the Development.
- M. **“Real Property”** means the real property owned by the Applicant located at **5049 Crossroads Drive, El Paso, Texas, 79932**, and described on **Exhibit A**, which is attached and incorporated by reference. The Real Property is the location for the Applicant’s proposed Development.
- N. **“Vacant Building”** means a building that is 60% or more unoccupied and is registered as a vacant building with the City, pursuant to Title 18, Chapter 18.40, El Paso City Code.

SECTION 2. TERM AND GRANT PERIOD.

- A. This Agreement shall commence on the Effective Date and shall terminate on the first to occur of: (i) the date when the aggregate amount of Grants is paid; (ii) **8** years from the Effective Date; (iii) the proper termination of this Agreement in accordance with the applicable provisions contained herein; or (iv) termination by mutual consent of the parties in writing (“Term”).
- B. The Applicant’s eligibility for Grant payments shall be limited to **5** consecutive years within the Term of this Agreement (the “Grant Period”). The first year of the Grant Period shall be the first tax year after the issuance of the certificate of occupancy for the Development. A temporary certificate of occupancy does not qualify as a certificate of occupancy.

SECTION 3. OBLIGATIONS OF APPLICANT.

A. DEVELOPMENT.

- (1) The Applicant represents that the Development complies with, and adheres to, the provisions and requirements of the City’s Infill Policy and is located within the eligible incentive areas identified within the Infill Policy.
- (2) The Applicant shall renovate or construct, at its sole cost and expense, the Development, and shall expend a minimum of **\$900,000** in Qualified Expenditures to construct the Development.
- (3) The Applicant shall obtain all building permits for the Project within **6 months** from the Effective Date of this Agreement.
- (4) Within **24 months** after the Effective Date, the Applicant shall submit documentation to the City to verify the following:

- (a) The expenditure of a minimum of **\$900,000** in Qualified Expenditures; and
 - (b) That the Applicant has received a **permanent Certificate of Occupancy** for the Development.
- (5) The Applicant agrees that the Development shall not include the demolition of properties with a historic overlay that are deemed historic or contributing unless specifically approved by El Paso City Council.
- (6) The Applicant agrees that Development shall be in accordance with the requirements and review provisions of Chapter 20.20 (Historic Landmark Preservation) of the City municipal code, where applicable.
- (7) The Applicant shall diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction of same will be in accordance with all applicable federal, state and local laws and regulations.
- (8) The Applicant agrees that during the Term of this Agreement, the Real Property shall be limited to those uses consistent with the Development.
- (9) The Applicant shall demonstrate, before the receipts of any Grant payments, that the Applicant has incurred no delinquency taxes by providing certified city tax certificates for any parcel of property owned in the City of El Paso.
- (10) The Applicant agrees that during the Term of this Agreement it shall not challenge nor permit anyone else to take actions on its behalf to challenge any assessments by the El Paso Central Appraisal District of **\$589,380** or less. It is the intent of the parties that the assessed value of the Property on the tax rolls have a minimum appraisal value of **\$589,380** during the Term of this Agreement. This property value should in no way be interpreted to affect the values set by the Central Appraisal District for tax purposes. Upon the termination of this Agreement, the Applicant agrees that neither this Agreement, nor the values contained herein, will be utilized to contest appraisal values or in the determination of the market value of the Development.
- (11) The Applicant, during normal business hours, at its principal place of business in the city of El Paso, Texas, shall allow the City or its agents reasonable access to operating records, accounting books, and any other records related to the economic development considerations and incentives described herein, which are in Applicant's possession, custody, or control, for purposes of verifying the Qualified Expenditures and for audit purposes, if so requested by the City. The confidentiality of such records will be maintained in accordance with all applicable laws.
- (12) Applicant shall provide all required invoices and other required documentation to City electronically at the following address: EDcompliance@elpasotexas.gov

B. GRANT SUBMITTAL PACKAGE.

In order to receive the disbursement of the Grant, the Applicant must submit a Grant Submittal Package, as specified below.

- (1) The Applicant shall annually submit one Grant Submittal Package which shall be in the form provided in **Exhibit C**, together with the requisite documentation. The Applicant shall submit to the City the initial Grant Submittal Package on **July 19, 2025**, or within 30 business days after this date. Thereafter, the Applicant's annual Grant Submittal Package must be submitted on or within 30 business days after the **19th day of July** of each year. A failure by the Applicant to timely submit a Grant Submittal Package in accordance with this paragraph is a waiver by the Applicant to receive a Grant payment for that Grant year.
- (2) Concurrent with the submittal of a Grant Submittal Package, the Applicant will submit to the City documentation as may be reasonably necessary to verify the expenditure to date of the Minimum Investment, which has not otherwise been verified as part of a prior submittal. The City will provide to the Applicant a written explanation for any Minimum Investment that the City determines cannot be verified. The Applicant may submit additional documentation to the City in order to obtain verification.
- (3) The City's determination of the amount of the Grant payment due to the Applicant is final.

SECTION 4. OBLIGATIONS OF THE CITY.

During the Term of this Agreement, and so long as an Event of Default has not occurred and the Applicant is in compliance with the Agreement, the City agrees as follows:

- A. The City agrees to provide a one-time Construction Materials Sales Tax Rebate not to exceed **\$4,764** in accordance with the terms and provisions of this Agreement.
- B. The City agrees to provide a one-time Building Construction Fee Rebate not to exceed **\$6,000** in accordance with the terms and provisions of this Agreement.
- C. The City agrees to provide a Property Tax Rebate not to exceed **\$20,551** in accordance with the terms and provisions of this Agreement.
- D. The City will process any eligible Grant payment within **90 days** after receipt of the Applicant's annual Grant Submittal Package.

SECTION 5. EVENTS OF DEFAULT.

Each of the following Paragraphs A through D shall constitute an Event of Default:

- A. **Failure to Comply.** The Applicant's failure to comply with, or to perform any obligation or condition of this Agreement or in any related documents, or the Applicant's failure to comply

with or to perform any obligation or condition of any other agreement between the City and the Applicant.

- B. **False Statements.** Any representation or statement made or furnished to the City by the Applicant pursuant to this Agreement or any document(s) related hereto, that is/are false or misleading in any material respect; or if the Applicant obtains actual knowledge that any such representation or statement has become false or misleading after the time that it was made, and the Applicant fails to provide written notice to the City of the false or misleading nature of such representation or statement within 10 days after the Applicant learns of its false or misleading nature.
- C. **Insolvency.** The Applicant files a voluntary petition in bankruptcy, or a proceeding in bankruptcy is instituted against the Applicant, and the Applicant is thereafter adjudicated bankrupt, a receiver for the Applicant's assets is appointed, or any assignment of all or substantially all of the assets of the Applicant for the benefit of creditors of the Applicant.
- D. **Property Taxes.** If the Applicant allows its personal or real property taxes owed to the City to become delinquent, and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within 30 days after written notice thereof from the City and/or El Paso Central Appraisal District.
- E. **Notice and Opportunity to Cure.** If an Event of Default occurs, the City will provide the Applicant with written notice of the default, and the Applicant shall have 30 days from the receipt of said notice to cure the default (the "Cure Period"). If the default cannot be remedied within the Cure Period, but the Applicant has made a diligent effort to effect a cure, the Cure Period may be extended at the City's sole discretion for a reasonable time. The City, in its sole discretion, shall determine what constitutes "a reasonable time" and what constitutes "a diligent effort" for purposes of this provision. If the City agrees to extend the Cure Period past the 30 days, the City shall notify the Applicant, in writing, of the expiration date of the extended cure period.
- F. **Failure to Cure.** If an Event of Default occurs and, after receipt of written notice and opportunity to cure as provided herein, the Applicant fails to cure the default in accordance with the provisions herein, then this Agreement may be terminated by the City by written notice to the Applicant at which time the City's obligations hereunder will end, and the City may exercise any other right or remedy available at law or in equity.

SECTION 6. RECAPTURE.

Should the Applicant default under **Section 5** of this Agreement and provided that the cure period for such default has expired, all Grants previously provided by the City pursuant to this Agreement shall be recaptured and repaid by Applicant within **60 days** from the date of such termination.

SECTION 7. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT.

- A. The City may terminate this Agreement without an event of default and effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical or illegal.

SECTION 8. GENERAL PROVISIONS.

- A. **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by both parties.
- B. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of El Paso County, Texas.
- C. **Applicant's Sale or Transfer of the Development.** Prior to any sale or other transfer of ownership rights in the Development, the Applicant shall notify the City in writing of such sale or transfer 30 business days before the effective date of such sale or transfer.
- D. **Assignment.** Applicant understands and agrees that the City expressly prohibits the Applicant from selling, transferring, assigning or conveying in any way any rights to receive the Grant or Grants that are the subject of this Agreement without the City's consent to assignment. Any such attempt to sell, transfer, assign or convey without the City's prior written consent is void and may result in the immediate termination of this Agreement and recapture of the taxes rebated prior to the attempted transfer.
- E. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. The Applicant warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind the Applicant to the same.
- F. **Confidentiality Obligations.** The confidentiality of records related to the City's economic development considerations and incentives provided herein will be maintained in accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code. To the extent permitted by state or federal law, the City shall maintain the confidentiality of any proprietary information and shall not copy any such information except as necessary for dissemination to the City's agents or employees and agrees that, as required by the Public Information Act, it will notify Applicant if a request relating to such proprietary information is received. The Applicant represents that it understands that the Public Information Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert the proprietary interest of the Applicant as a basis for nondisclosure.

- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same document.
- H. **Employment of Undocumented Workers.** During the term of this Agreement, the Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the Grant payments received by the Applicant from the City as of the date of such violation not later than one hundred twenty (120) days after the date the Applicant is notified by City of a violation of this section, plus interest from the date the Grant payment(s) was paid to the Applicant, at the rate of seven percent (7%) per annum. The interest will accrue from the date the Grant payment(s) were paid to the Applicant until the date the reimbursement payments are repaid to City. The City may also recover court costs and reasonable attorney's fees incurred in an action to recover the Grant payment(s) subject to repayment under this section. Applicant is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person which whom the Applicant contracts.
- I. **Force Majeure.** The parties agree that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- J. **Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- K. **No Joint Venture.** The parties acknowledge and agree that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the Development or the design, construction, or operation of the Development, or any portion thereof.
- L. **Notices.** All notices required by this Agreement shall be given in writing and shall be deemed to have been properly served if a) delivered by hand and receipted for by the party to whom said notice is directed (or his/her agent); or b) mailed by certified or first class mail with postage prepared, on the third business day after the date on which it is so mailed; c) mailed by overnight courier and receipted for by the party to whom said notice is directed (or his/her agent); or d) sent by facsimile transmission or by email, if a facsimile or email number is provided below. A party may change its contact information for notices by sending written notice to the other party of the change to the party's contact information. Applicant shall provide all required invoices and other required documentation to City electronically at the following address: **EDcompliance@elpasotexas.gov**

To the Applicant: ISARON LLC
Attn: Rick & Virginia Barraza
Address: 5049 Crossroads Dr.
El Paso, TX 79932

To the City: The City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79950-1890

With a Copy to: The City of El Paso
Attn: Economic & International Development
P. O. Box 1890
El Paso, Texas 79950-1890

- M. **Ordinance Applicability.** The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising.
- N. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- O. **Governmental Functions.** The parties agree that the City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.
- P. **Compliance with the Law.** The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement. If applicable, then the Applicant will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.
- Q. **Third-Party Beneficiaries.** There are no third-party beneficiaries for this Agreement.

[Signatures begin on the following page.]

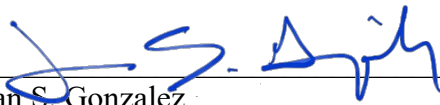
IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2022.

CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Assistant City Attorney

 for:

Elizabeth Triggs – Director
Economic & International Development

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §


This instrument was acknowledged before me on the ____ day of _____, 2022, by Tomás González as City Manager of the City of El Paso, Texas, on behalf of the City of El Paso, Texas.

Notary Public, State of Texas

My Commission Expires:

[Signatures continue on the following page]

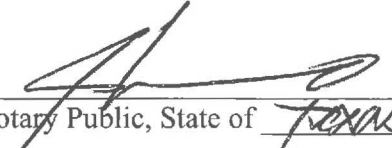
APPLICANT:
ISARON, LLC


Name: Rick Barrera
Title: President

ACKNOWLEDGMENT

STATE OF §
 §
COUNTY OF §

This instrument was acknowledged before me on the 11 day of July, 2022, by Rick Barrera as President for ISARON, LLC.


Notary Public, State of Texas

My Commission Expires:
07/18/2023



EXHIBIT A

Legal Description and map of the Real Property

CROSS ROADS N 75 FT OF TR 24 (15000 SQ FT)

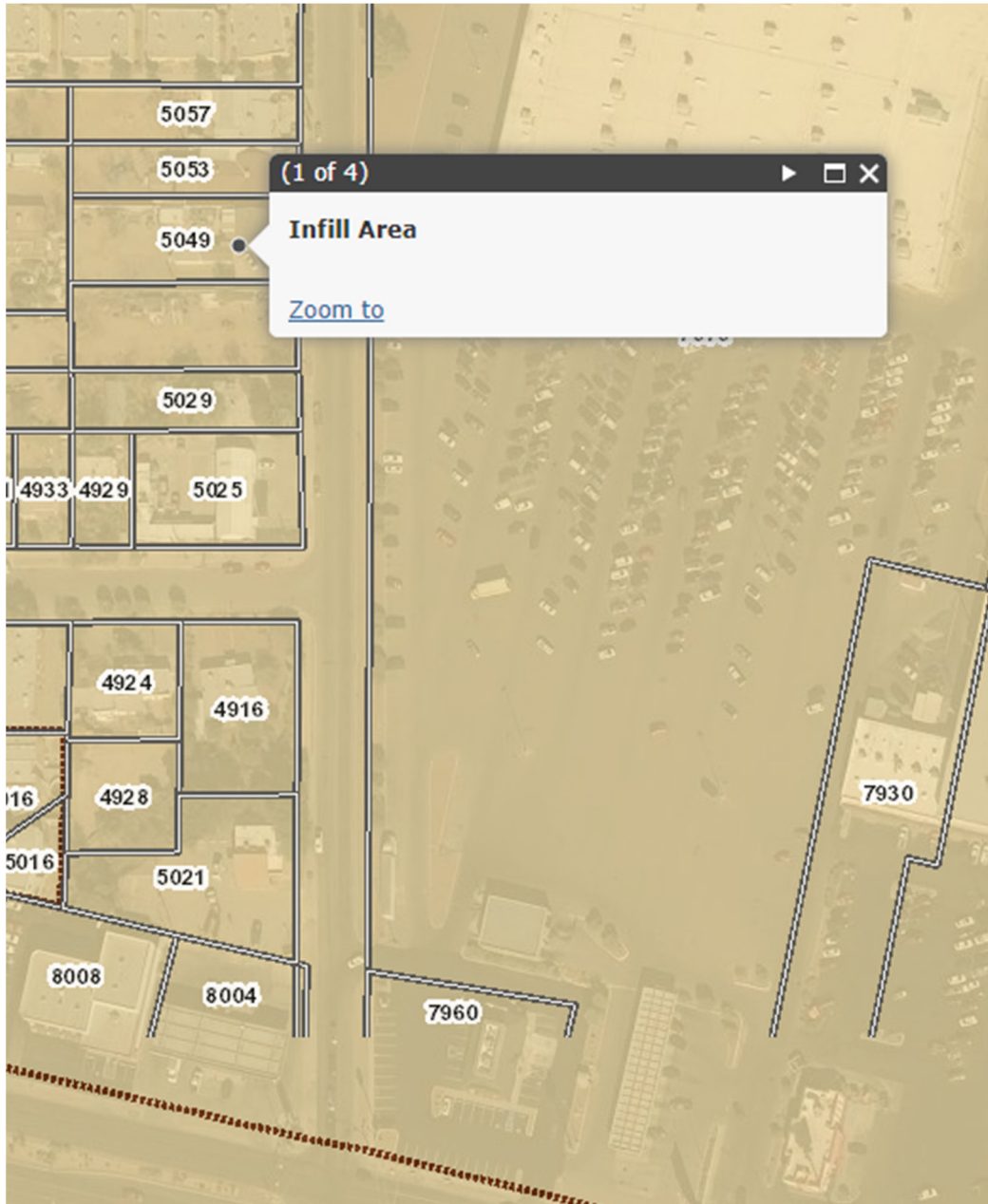


EXHIBIT B

Description of Development

ISARON, LLC. will develop the property located at 5049 Crossroads Drive, in El Paso, Texas. The company will invest a minimum of \$900,000 to construct the development. The development will include the elements listed below and will be substantially similar, in design, to the rendering shown below.

Development Description:

- Construction of 12 residential units, mainly studio apartments
- Construction of 12 parking spaces
- Approximately 6,900 square feet of residential space

Renderings:

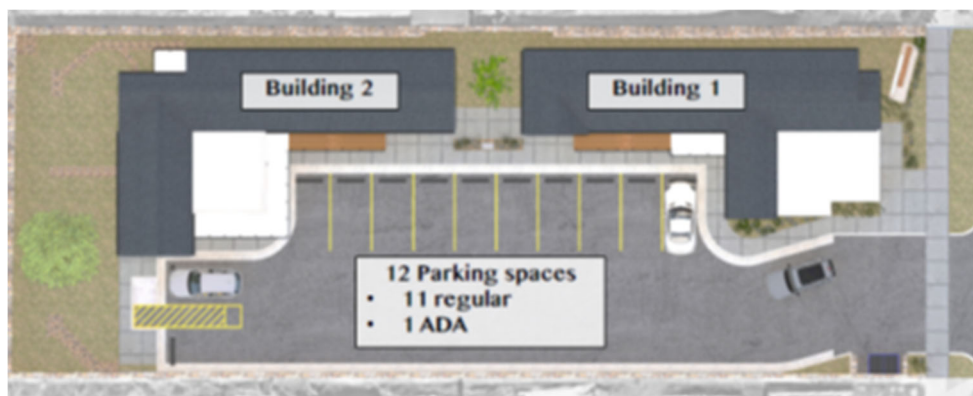


EXHIBIT C

Grant Submittal Package Form

_____(the Applicant) believes that it has substantially met its obligations under the Chapter 380 Agreement executed on _____ (date). Pursuant to the Agreement, the Applicant submits this Grant Submittal Package Form in compliance with said Agreement and in anticipation of receiving the Grant in consideration for his obligations met under the Agreement.

As required by the Agreement, the following information is submitted.

1. **[DUE WITHIN 6 MONTHS OF AGREEMENT EXECUTION]** Copies of all applicable approvals and permits.
2. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation to evidence the amount of development fees paid as a result of the Development.
3. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation to evidence minimum expenditures amounting to **\$900,000** including but not limited to
 - a. Stamped **PAID** invoices
 - b. Copies of checks proving payment – corresponding to paid invoices
 - c. Receipts for purchase of construction materials (must show amount of taxes paid)
 - d. Bank statements (in the event a transaction was paid with credit or debit card)
 - e. Contractor pay applications, notarized with lien releases
4. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation evidencing the materials and labor of Taxable Items used in the construction of the Development eligible for rebate to Applicant under the Construction Materials Sales Tax Rebate.
5. **[INITIAL GRANT SUBMITTAL ONLY]** Copy of **Certificate of Occupancy** in accordance with the requirements provided in **Section 3(A)(4)(b)**.
6. Property tax payment receipts showing proof of payment for tax year _____.

It is understood by the Applicant that the City of El Paso has up to **90 days** to process this request and reserves the right to deny the Grant claim if the Applicant has failed to comply with the terms of the Agreement.

By the signature of the Applicant below, the Applicant hereby certifies that:

- (1) the copies of the receipts attached to this Grant Submittal Package Form represent Qualified Expenditures incurred in the improvements and new construction to the Development;
- (2) the Applicant has paid or caused to be paid the City's local sales and use taxes associated with the Qualified Expenditures; and
- (3) that the copies of the receipts and copies of the permits attached herein are true and correct.

Applicant Signature: _____ *Date:* _____ / _____ / _____

EXHIBIT D

Property Tax Rebate Table

Year	Rebate Percentage
Year 1	100%
Year 2	100%
Year 3	100%
Year 4	75%
Year 5	75%



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-928, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

Capital Improvement Department, Joaquin Rodriguez, (915) 268-5148

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 adopt the City of El Paso Infill and Redevelopment Policy.

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

AGENDA DATE: July 19, 2022
PUBLIC HEARING DATE: July 19, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Joaquin Rodriguez, 915-268-5148

DISTRICT(S) AFFECTED: City-wide

STRATEGIC GOAL: Goal 1 - Cultivate an Environment Conducive to Strong, Economic Development
SUBGOAL: 1.1 Stabilize and expand El Paso's tax base

SUBJECT:

APPROVE a resolution to adopt the City of El Paso Infill & Redevelopment Policy.

BACKGROUND / DISCUSSION:

The Infill Policies Cross Functional team was established March of 2021 to evaluate policies and ordinance changes related to infill development including land use, multi-modal transportation, and adaptive re-use of existing buildings. The team consists of City Council representatives from districts one, two, four, and eight. This proposed policy is the first deliverable from the infill policies CFT.

The policy consolidates and focuses many recommendations from existing policy documents. The intent of the policy is to provide clear direction to staff on action items related to infill development. The policy was developed by the CFT with support from staff in CID, Economic Development, Community Development, and Planning and Inspections.

The focus of the policy is implementation of recommendations to promote, encourage and facilitate infill development in targeted areas within the city through a number of strategies such as revised incentive structures, alignment of infrastructure investments, and zoning and regulatory reform. The policy includes a recommendation for phasing of these implementation strategies.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: CID - Planning

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:


Yvette Hernandez, P.E.

RESOLUTION

WHEREAS, the City’s Comprehensive Plan, *Plan El Paso*, establishes an overall goal of encouraging “infill development within the existing City over peripheral expansion to conserve environmental resources, spur economic investment, repair social fabric, reduce the cost of providing infrastructure and services, and reclaim abandoned areas”; and

WHEREAS, Goal 1.1 of the City’s 2022 Strategic Plan calls for stabilizing and expanding El Paso’s tax base through targeted redevelopment and infill growth strategies; and

WHEREAS, the City’s 2019 Eastside Growth Management Plan recognizes that encouraging infill and the retrofit of existing developments in central El Paso and discouraging outward expansion is the most effective and fiscally responsible way for El Paso to manage future growth; and

WHEREAS, a Cross Functional Team was formed in March 2021 to develop an infill and redevelopment policy for the City through the evaluation of policies and ordinances related to infill development including land use, multi-modal transportation, and adaptive re-use of existing buildings; and

WHEREAS, the resulting infill and redevelopment policy prepared by the Cross Functional Team includes new policy and code language aimed at addressing the City's outward growth, incentivizing infill development, and improving the existing built environment in the City's core.

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

1. That the “City of El Paso Infill and Redevelopment Policy” as attached hereto be adopted;
2. That the City Manager be authorized to begin implementation of the Policy in a manner generally consistent with the recommended strategies and implementation steps contained within the Policy;

That adoption of the Policy shall not commit the City of El Paso to specific funding levels or implementation strategies associated with infill development.

(Signatures on the following page)

APPROVED this _____ day of _____, 2022.

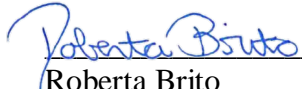
THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

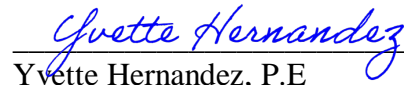
Laura D. Prine
City Clerk

APPROVED AS FOR FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, P.E
City Engineer

City of El Paso Infill & Redevelopment Policy

I. Policy Statement & Intent

It is the policy of the City of El Paso to promote, encourage, incentivize, and facilitate the development of vacant, blighted, or underutilized parcels of land within the City of El Paso's urban core and within targeted areas of priority over continued outward expansion and development at the City of El Paso's periphery.

The City of El Paso ("City") has adopted a Strategic Plan that includes goals and strategic objectives related to targeted redevelopment and downtown revitalization. This Infill and Redevelopment Policy ("Policy") seeks to support those goals and strategic objectives through specific action items identified to encourage and facilitate infill development and redevelopment efforts in the city.

This Policy seeks to address and counteract the negative impacts of continued outward expansion of growth on the City's fringes and relocation of City residents to outlying and suburban communities. Additionally, this Policy proposes action items to support development and investment to activate the City's urban core and capitalize on existing and recent investments in transit and infrastructure in areas that are currently underserved by residential and commercial markets.

While the focus of this Policy is on neighborhoods that demonstrate prewar development patterns, the City also recognizes that the strategies contained herein may also be effective in more recently developed areas of the City where existing infrastructure, development, and land use indicate a high opportunity for infill development.

II. Justification & Benefits

This Policy recognizes the benefits of infill development and redevelopment of the City's urban core in reducing the cost of service and infrastructure requirements associated with continued outward expansion and suburban growth patterns. The Policy seeks to reduce the tax burden on residential taxpayers by increasing the value of vacant and underutilized land within older areas of the City through increased development.

Additionally, this Policy seeks to promote and facilitate the development of expanded affordable and market rate housing options (such as townhomes, duplexes, triplexes, etc.) for citizens beyond the current offerings of the El Paso housing market. These expanded options have potential to achieve transit-supportive density to capitalize on the City's investments in bus rapid transit and the streetcar.

The strategies of this Policy support the City's goals of reestablishing a vibrant urban core with housing and job opportunities within high priority transit corridors. These strategies may ultimately lead to the preservation of historic structures and neighborhoods through reinvestment and adaptive reuse of existing, historic structures. Current adopted zoning and building code requirements have proven, at times, to be incompatible with development and redevelopment of such structures, market conditions and counter to the adopted goals of the City's Comprehensive Plan and other strategic objectives. This Policy provides strategies and guidance to address those potential incompatibilities through targeted code reform. However, the Policy recognizes that any code reform should be tempered by area specific design and development standards to maintain compatibility with existing neighborhoods. These area specific standards provide opportunity for increasing density within traditional neighborhoods and spurring economic development of neighborhood-scale and neighborhood supportive commercial activity.

The benefits of infill development extend beyond the built environment. By creating a regulatory environment that is supportive of higher density development and walkable, complete neighborhoods, the City expects improved health outcomes for residents who can more easily choose walking or bicycling as their preferred mode of transportation and reduce vehicle miles traveled (“VMT”). Infill development also has potential to reduce development pressure on open space, agricultural land, and vacant land on the City’s periphery.

III. Guiding Strategic Principles

In support of this Policy, any steps taken to implement the recommendations herein should be firmly grounded in, and supported by, a few guiding strategic principles at the core of infill development programming.

Above all, the City must be sensitive to issues of displacement and gentrification in stable residential areas and stable, prewar, commercial corridors and town centers. Efforts to increase density or spur redevelopment must be coupled with provisions to preserve existing, naturally-affordable housing stock and ensure that residents are not displaced from their communities as a result of regulatory or administrative changes in support of infill development.

Any regulatory or administrative changes pursued in support of this Policy should focus on addressing and mitigating the challenges commonly associated with infill development. Further, in addressing those challenges the City must commit to ensure neighborhood compatibility and context sensitivity of any new land use regulations or urban design standards.

As targeted infill priority areas are developed in support of this Policy, the City should make an effort to align public infrastructure investments with these areas. The City’s capital planning process should ensure equitable distribution of investments with regard to infill areas and growth areas.

Emphasis should be placed, and priority given to reestablishing lost or declining neighborhood corridors and town centers. These areas serve as catalysts for surrounding redevelopment, densification and business expansion.

Finally, the City must aggressively pursue the implementation of citizen driven planning document recommendations, many of which are the basis for the recommendations within this Policy.

IV. Policy Goals – Measurable

The City will set measurable goals to continuously evaluate and assess the effectiveness of any programming developed in support of this Policy. These measurable goals should seek to monitor the following infill related trends:

- Increase in the development of vacant lots within the City’s urban core.
- Increase in the redevelopment and adaptive reuse of older, underutilized buildings.
- Increase density and housing options within existing communities where appropriate transit options exist.
- Increase in the development of middle housing options such as duplexes, triplexes, quadraplexes, or attached single family homes and mid-rise multifamily housing in targeted areas.
 - Increase in block group population in targeted areas.
 - Increase in taxable value/revenue per acre in targeted areas.
 - Increase in the number of building permits issued for duplex, triplex, quadruplex and apartments.

- Mitigate zoning and regulatory hurdles to development within existing neighborhoods.
 - Reduction in special permit and rezoning applications.
 - Reduction in applications for legal non-conforming.
 - Increase in number of permits issued in targeted areas. – Specify Types of permits, track other than new construction.

Continuous monitoring of related metrics should be made publicly available to encourage and allow members of the community and general public to monitor the progress of implementing this Policy.

V. Implementation

Implementation of this Policy should focus on regulatory and administrative changes, code amendments, incentivization, and direct interventions and investments to promote infill development and redevelopment.

a. Identify and Prioritize Targeted Areas.

The City’s adopted Strategic Plan calls for targeted reinvestment. Prioritization of targeted areas is vital to successful implementation of this Policy; however, a map-based prioritization may not provide the flexibility required. Targeted areas for infill should be identified based on context of the neighborhood being examined and the character of the surrounding area. For example, areas in the City’s Mission Valley or Northeast planning areas may not exhibit prewar character or strictly traditional neighborhood patterns, yet still be strong candidates for corridor revitalization or town center style redevelopment because of the City’s investment in infrastructure. Such areas should include any combination of the following:

- Areas commonly referred to and recognized as the City’s Urban Core;
- Areas identified as High Priority Corridors by the City’s High Priority Corridor Cross Functional Team;
- Priority areas identified in the City’s adopted Housing Strategy;
- Prewar town/neighborhood centers and corridors or postwar areas exhibiting similar neighborhood patterns or opportunity as identified in the City’s Comprehensive Plan;
- Traditional Neighborhoods, as identified in the City’s future land use map;
- Areas where adopted planning studies or associated efforts have identified gaps in housing and/or commercial markets.
- Existing areas and neighborhoods with a concentration of middle housing options, such as duplexes, triplexes, quadraplexes, or attached single family homes and mid-rise multifamily, where there currently exists a trend of development or redevelopment activity that supports increased density or expanding neighborhood commercial uses.
- Locations where capital investment has resulted in walkable infrastructure which can support infill development.

b. Take guidance from real world data & markets.

Steps taken to implement this Policy should be informed by real world data and markets. Specifically, the City should include detailed and targeted market analyses in planning

studies and decision making as it relates to infill. These analyses should include a monitoring of growth and development trends and market demand and development standards supported by market conditions. Effective implementation of this Policy will require consideration of housing preference associated with changing demographics throughout the City.

c. Incentives

This Policy recognizes that incentives to encourage infill development and redevelopment are effective and necessary tools for implementation; however, this Policy also recognizes that the current set of incentives typical of infill policies can be improved upon and expanded to better support the development community that is more likely to engage in infill development and re-development. The City should pursue an expansion or establishment of incentives generally consistent with the following forms:

- Expanding City fee waivers can be an effective tool to facilitate the development process. These fee waivers should be aligned with the target areas for infill development and re-development and aligned with the type of project prioritized by this Policy. While a fee rebate may be more easily implemented operationally, a waiver provides the highest benefit to an applicant. A system of waivers should be developed specifically to target infill projects and not simply geographic regions. The distinction must be drawn between projects that support the goals established within this Policy and other adopted goals of the City and projects which do not.
- Design and planning fees and timelines can be a significant hurdle for persons interested in infill projects. The City should take steps to eliminate or mitigate these hurdles. One effective method is the adoption and implementation of pattern zones within targeted infill areas. A pattern zone program can be an effective tool to provide relief for design fees and plan review timelines for small developers. Pattern zones should be established for small planning areas within targeted infill areas. A key component of pattern zones is the development of pre-approved building plans for context sensitive and neighborhood compatible structures. Formal adoption of these plans within a pattern zone can greatly facilitate the development process as it relates to the infill development and redevelopment.
- Certain targeted areas for infill development could benefit from façade improvement grants. This tool has proven effective in adaptive reuse contexts in other parts of the City. The City should evaluate expanding such a program to targeted areas where such improvements would benefit the surrounding community and serve as a catalyst for re-development or adaptive reuse. The City should establish clear and consistent funding mechanisms to support any programs created in support of this Policy.
- Property tax incentives in the form of rebates should remain within the set of available tools to support this policy. However, in support of this Policy certain incentive structures should be realigned to support small developers and those making smaller investments within areas targeted for infill development. These incentives should be promoted aggressively and in a

direct nature to property owners within infill target areas in an effort to accelerate development of blighted, vacant, or underutilized parcels. The realignment of the incentive structure should include a lower investment threshold to support smaller projects.

- The expanded use of Tax Increment Reinvestment Zones (TIRZ) for the purposes of gap financing for housing and the implementation of capital plans by funding identified infrastructure projects.
- To further support this Policy, the City should pursue programs to support small developers engaged in the construction and development of middle housing options. One such program should be focused on training for small developers on development process and available incentives.

d. Infrastructure

The design, condition, and maintenance of infrastructure have an impact on surrounding development. This Policy recognizes that investments in infrastructure are effective tools to further encourage and incentivize infill development and redevelopment. To support this Policy, the City should focus on including consideration for targeted infill areas in the following programs:

- Implementation of complete streets infrastructure.
- Evaluation of applications for the City's neighborhood improvement program and neighborhood traffic management programs.
- The development of the City's Capital Improvement Plan.
- Development of priority project lists for future capital expenditures or debt financing initiatives.
- Investments in the expansion of transit options, availability, or frequency of service.

e. Zoning and Regulatory Reform

A critical component of implementation of this Policy is zoning and regulatory reform. This Policy recognizes that the City's adopted code of ordinances as they relate to zoning and development can at times be a significant hurdle for infill development. While the City's current adopted code does provide a variety of relief mechanisms for instances in which code requirements fail to adequately reflect existing conditions or neighborhood patterns, these relief mechanisms can introduce a level of uncertainty, or added difficulty to an already cumbersome and time-consuming process. In support of this Policy, the City should explore code changes within targeted infill areas generally consistent with the following:

- Reduce, eliminate or strongly reconsider minimum off-street parking requirements within targeted infill areas. Specifically, those where sufficient on street parking or transit access is present.
- Consider parking maximums in areas where sufficient on street parking or transit access is present and excess land area devoted to parking is not compatible with existing neighborhood patterns.

- Reduce or eliminate the need for special permits for parking reductions in areas well served by on street parking and transit and within targeted infill areas.
- Align parking requirements with the context of the surrounding community and neighborhood form. Put simply, modern day parking requirements should not apply to areas that have been targeted for infill development in which large surface parking lots have historically not been necessary or present. The process of realigning these parking requirements should involve the public and members of the surrounding community.
- Ensure that new parking standards developed in support of this policy may not be suited for auto oriented development areas and should not limit the availability of parking within areas not targeted for infill development.
- Develop pattern books for targeted infill areas with context sensitive and area specific design guidance and tie concurrence with this design guidance to expedited review processes and expanded regulatory relief from incompatible code revisions
- The City should examine its adopted building code and existing building code to align code requirements with provisions that support and specifically address the unique requirements of adaptive reuse of existing buildings within targeted in filled areas.
- Develop setback standards that are more flexible in nature and take into account existing conditions and the context of surrounding development.
- Consider replacement of density calculations from units per acre to floor area ratios (FAR).
- Expand the permitted activities of non-conforming regulations as it relates to expansions and alterations.
- Integrate elements of form-based regulations that focus on uniform development rather than the regulation of particular uses. These concepts will support mixed use and infill development, redevelopment, and transit-oriented development.

f. Housing

The availability of housing plays a critical role in redevelopment efforts. This Policy recognizes the need for a variety of housing types within healthy neighborhoods. Any strategies developed in support of this policy should specifically address expanding housing options and choice for residents within infill target areas. Strategies to support this Policy with regard to housing should include:

- Development of a housing trust fund to offer loans or grants to first time homeowners purchasing and occupying homes within infill target areas. Availability of funds for such a program should be leveraged to encourage homebuyers to settle in infill target areas as opposed to suburban growth areas.
- Development of a land bank study and plan in accordance with the applicable provisions of the Texas Local Government code. Land banking in Texas has proven to be an effective tool to manage delinquent or abandoned properties within established and developed neighborhoods. The primary goal of establishing a land bank should be returning underperforming parcels to the

tax rolls in a productive manner while ensuring that future development of any properties disposed of by the land bank does not directly contribute to gentrification or displacement of existing residents.

- Establishment of a surplus real estate policy guide to direct the management of surplus City of El Paso real estate. A surplus real estate policy guide should include prioritization of available property for housing development where appropriate. The policy should also include guidance on the use of deed restrictions and preemptive zoning changes to ensure responsible and contextually sensitive development of any surplus parcels of land.

g. Outreach & Coordination

Successful implementation of this policy will rely heavily on outreach and coordination to promote any strategies developed or implemented for infill target areas. This Policy recognizes that these strategies must be aggressive and direct. The City should develop a program of outreach and coordination including the following elements:

- A single point of contact for any development activity within targeted areas to ensure complete and proper information is available to all interested parties. This point of contact may be a department or person within the department; however, the City must ensure that any person or persons identified as a point of contact for infill development activity within targeted areas is properly trained in all the available resources.
- The department or employee assigned as a point of contact should conduct regular trainings with other employees who may be involved in development review or consultation with members of the public wishing to develop or re-develop projects within infill target areas. Additionally, this point of contact should be responsible for leading an effort to educate the public and property owners about the available resources associated with this Policy.
- The implementation of this Policy will rely heavily on the Planning and Inspections Department. As such, there is an expectation that the Planning and Inspections Department be the face of this Policy. The front desk functions of the One Stop Shop should be fully equipped, staffed, and provisioned to effectively administer any strategies or programs developed in association with this Policy.

h. Timeline

While this Policy does not include a specific timeline for the development of any strategies, regulatory changes or program development in support of infill development and redevelopment, the City should prioritize and expedite the development of strategies and other recommendations included in this Policy. The Policy recognizes that an effective infill development and redevelopment strategy is a process that takes time. In order to effectively implement this Policy, City staff should develop a phased approach based on departmental input from the various departments responsible for implementation. While not prescriptive, the recommended phases should be as follows:

- Phase 1 should comprise of straightforward regulatory changes and an outreach campaign to make the community aware of the proposed changes. This initial

phase of regulatory changes should include reform of parking requirements within infill target areas.

- Phase 2 should consist of expanded ordinance amendments in support of the Policy which may be more involved than those included in Phase 1. This may include the implementation of transit oriented development overlays and pattern zoning overlays. Phase 2 may also include any necessary station area plans or small area planning efforts associated with proposed zoning reform.
- Phase 3 should include strategies and recommendations from this Policy that would require extensive program development. Elements of Phase 3 may include recommendations like the development of the housing trust fund or the initiation of a land bank study or plan. Additionally, Phase 3 should create capacity for implementing this Policy in instances where funding is required.



Legislation Text

File #: 22-918, 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

Economic and International Development, Karina Brascalla, (915) 212-1570

Economic and International Development, Elizabeth Triggs, (915) 212-0094

AGENDA LANGUAGE:

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

Discussion and action on a Resolution authorizing the Mayor of the City of El Paso to sign Letters of Support, on behalf of the City Council, in support of El Paso Water Utilities - Public Service Board ("EPWater") pursuit of specified funding opportunities, provided the project does not conflict with City programmatic priorities; and requiring EPWater to coordinate with the City Manager and Mayor prior to requesting Letters of Support.

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

AGENDA DATE: July 19, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Karina Brasgalla, 915-212-1570
Elizabeth Triggs, 915-212-0094

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL: 7.1 Provide reliable and sustainable water supply and distributions systems and stormwater management

SUBJECT:

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

Discussion and Action on a Resolution authorizing the Mayor of the City of El Paso to sign Letters of Support, on behalf of the City Council, in support of El Paso Water Utilities – Public Service Board (“EPWater”) pursuit of specified funding opportunities, provided the project does not conflict with City programmatic priorities; and requiring EPWater to coordinate with the City Manager and Mayor prior to requesting Letters of Support.

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 is a process improvement intended to produce efficiencies in the timely submittal of grant applications and increased alignment and integration between the City and EPWater by encouraging advanced notice of grant application or other comparable funding efforts by EPWater to the City; and authorizing the Mayor to sign, on behalf of the City Council, a letter of support in support of the specified projects to strengthen EPWater's grant applications and other comparable funding efforts. The specific projects and applications included in this resolution are:

Federal:

- US Army Corps of Engineers
 - Flood planning and flood control projects
 - Water, wastewater and stormwater projects
- US Bureau of Reclamation
 - Water resource projects including desalination and reuse
 - Drought projects
 - Water / energy efficiency projects
- US Department of Defense
 - Water, wastewater and infrastructure benefitting Fort Bliss
- US Economic Development Administration
 - Water and wastewater projects for economic development Purposes
- Federal Emergency Management Agency (FEMA)
 - Water, wastewater, stormwater resilience and hazard mitigation (Emergency Management Performance Grant (EMPG) - American Rescue Plan Act (ARPA))

Revised 04/09/2021

- North American Development (NAD) Bank / Environmental Protection Agency (EPA)
 - Border Environmental Infrastructure Fund
 - Water, wastewater and stormwater

State:

- Texas Military Preparedness Commission
 - Defense Economic Adjustment Assistance Grant Program (DEAAG)
- Texas Water Development Board (TWDB)
 - First-time water and wastewater service (Economically Distressed Areas Program (EDAP))
 - Flood planning and flood control projects (Flood Infrastructure Fund (FIF))
 - Aging infrastructure and water supply projects (88th Legislative Session)

PRIOR COUNCIL ACTION:

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

The current process requires each Letter of Support come before City Council for approval, delaying the timely submittal of the grant or other funding application/document

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?

This item does not have any cost associated with it and is limited to letters of support that do not require a financial commitment from the City.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? __X_ YES ___ NO

PRIMARY DEPARTMENT: Economic and International Development

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD: Elizabeth Triggs



for Elizabeth Triggs

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

RESOLUTION

WHEREAS, the El Paso Water Utilities – Public Service Board (“EPWater”) routinely submits grant applications and similar documents in search of grant funding and other comparable funding for various EPWater projects; and

WHEREAS, grant funding and other comparable funding provides the opportunity to supplement local dollars to complete water, wastewater and stormwater projects for the benefit of City of El Paso residents; and

WHEREAS, the City Council of the City of El Paso, Texas (“City”) has identified, through its Strategic Plan, that the provision of reliable and sustainable water supply and distribution systems, wastewater collection and treatment, and stormwater management is a policy area of interest and focus supporting the enhancement and sustainment of El Paso’s critical infrastructure network; and

WHEREAS, EPWater periodically requests Letters of Support from the City to strengthen its grant applications and other comparable funding efforts;

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

THAT, to facilitate the timely and efficient submission of grant funding applications and other comparable funding documents and/or efforts, the El Paso Water Utilities – Public Service Board will notify and coordinate with the Mayor and City Manager upon requesting Letters of Support from the City Council of the City of El Paso for the below-authorized water, wastewater, or stormwater management projects with the below-authorized entities; and

THAT, the Mayor of the City of El Paso is authorized to sign a Letter of Support for the project on behalf of the City Council specific to the below-listed Federal and State entities in support of EPWater’s pursuit of the below-specified funding opportunities, or other comparable funding opportunities as they may arise, provided the project does not conflict with City programmatic priorities:

- Federal:
 - US Army Corps of Engineers
 - Flood planning and flood control projects
 - Water, wastewater and stormwater projects
 - US Bureau of Reclamation
 - Water resource projects including desalination and reuse
 - Drought projects
 - Water / energy efficiency projects
 - US Department of Defense
 - Water, wastewater and infrastructure benefitting Fort Bliss

- US Economic Development Administration
 - Water and wastewater projects for economic development purposes
- Federal Emergency Management Agency (FEMA)
 - Water, wastewater, stormwater resilience and hazard mitigation (Emergency Management Performance Grant (EMPG) – American Rescue Plan Act (ARPA))
- North American Development (NAD) Bank / Environmental Protection Agency (EPA)
 - Border Environmental Infrastructure Fund
 - Water, wastewater and stormwater
- State:
 - Texas Military Preparedness Commission
 - Defense Economic Adjustment Assistance Grant Program (DEAAG)
 - Texas Water Development Board (TWDB)
 - First-time water and wastewater service (Economically Distressed Areas Program (EDAP))
 - Flood planning and flood control projects (Flood Infrastructure Fund (FIF))
 - Aging infrastructure and water supply projects (88th Legislative Session)

APPROVED this _____ day of _____, 2022.

CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth K. Triggs, Director
Economic & International Development



Legislation Text

File #: 22-751, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

Community and Human Development, Nickole Rodriguez, (915) 212-1673

AGENDA LANGUAGE:

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

Discussion and action on a Resolution approving recommendations, as set forth in Exhibit A and Exhibit B, for the Neighborhood Improvement Program (NIP) Round 5 projects funded under the 2012 Quality of Life (QOL) bond, and Round 4 Project Adjustment/Reallocations. [POSTPONED FROM 06-22-2022 AND 07-06-2022]

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

DEPARTMENT: Community + Human Development

AGENDA DATE: June 22, 2022

CONTACT PERSON/PHONE: Nicole Ferrini, Director 915-212-1659, ferrininm@elpasotexas.gov, Nickole Rodriguez, Community Development Program Manager 915-212-1673, rodriguezh@elpasotexas.gov

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: 8- Nurture and promote a healthy, sustainable community
4- Enhance El Paso's quality of life through recreation, cultural, and educational environments

SUBJECT:

Discussion and action on a resolution approving recommendation, as set forth in Exhibit A and Exhibit B, for the Neighborhood Improvement Program (NIP) Round 5 projects funded under the 2012 Quality of Life (QOL) bond, and Round 4 Project Adjustment/Reallocations.

BACKGROUND / DISCUSSION:

Neighborhood Improvement Program (NIP) is for recognized neighborhood and civic associations to request small-scale improvement projects on City-owned property or public-right-of-way to provide additional amenities and/or aesthetic appeal.

NIP is funded at \$10 million under the 2012 QOL bond. A total of 4 million is allocated for Round 5 and 25% (\$1,000,000) is set aside to cover engineering cost to include engineering services, design, procurement, and contract compliance. The remaining \$3 million is allocated equally per District and is competitive among associations within the same District for project constructions and contingency cost. Total funding available for this round is \$4,400,500.00 that includes rollover funds from previous rounds.

The follow is the available NIP Round 5 project funds per District:

District	Round 5 Allocation	Round 4 Rollover	Round 5 Available Funds for Project Request*
Dist 1	\$375,000	\$84,415.08	\$459,415.08
Dist 2	\$375,000	\$81,173.00	\$456,173.00
Dist 3	\$375,000	\$7,141.13	\$382,141.13
Dist 4	\$375,000	\$778.46	\$375,778.46
Dist 5	\$375,000	\$116,813.34	\$491,813.34
Dist 6	\$375,000	\$32,026.94	\$407,026.94
Dist 7	\$375,000	\$58,667.26	\$433,667.26
Dist 8	\$375,000	\$19,538.25	\$394,538.25

TOTAL:	\$3,000,000	\$400,553.46	\$3,400,533.46
---------------	--------------------	---------------------	-----------------------

** Does not include the \$1M set aside used for engineering costs*

A total of 47 applications were submitted for Round 5. City departments involved in potential implementation of projects reviewed project proposals for feasibility and those deemed feasible were forwarded to the Capital Improvement Department (CID) to develop cost estimates. Proposal review meetings were conducted between the applicant associations and applicable City departments to refine and finalize project scopes.

Each application was evaluated based on a Council-approved scorecard included in the application packet. A review team consisting of staff from Community + Human Development, Parks & Recreation, Capital Improvement, and Streets & Maintenance reviewed and scored the application sections. Recommendations for each District are based on fully funding the top scoring project followed by the next highest scoring proposal(s) that can be significantly completed within remaining funds. A total of 19 projects are being recommended, as set forth in Exhibit A.

Round 4 Project Deletion: Staff is recommending the deletion of the North Stanton Pedestrian pathway approved in the Round 4 allocation in 2019 and applying the funds to the Round 5 allocation. The Upper Mesa Hills Neighborhood Association rejected the project proposal of delineators to form a pedestrian pathway, as set forth in Exhibit B.

PRIOR COUNCIL ACTION:

City Council approved the following resolutions:

- 07/29/2014 – NIP policies and scorecard
- 11/14/2017 – Amended NIP scorecard
- 10/15/2019 – Redistribution of remaining 2012 QOL funds

City Council approved the following rounds of NIP projects under the 2012 QOL Bond funds:

- 06/24/2014 – Round 1 (18 projects)
- 06/23/2015 – Round 2 (15 projects)
- 01/24/2017 – Round 3 (20 projects)
- 11/26/2019 – Round 4 (19 projects)

AMOUNT AND SOURCE OF FUNDING:

\$10,000,000 – 2012 Quality of Life Bond

BOARD / COMMISSION ACTION:

N/A

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

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD:



APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

RESOLUTION

WHEREAS, Neighborhood Improvement Program (“NIP”) initiates projects requested by recognized neighborhood and civic associations for permanent public improvements that benefit neighborhood residents and the general public at large; and

WHEREAS, in 2012, the citizens of El Paso, Texas approved the 2012 Quality of Life Bonds, which included funding for the NIP; and

WHEREAS, the NIP’s total budget made available from the 2012 Quality of Life Bonds is \$10,000,000.00 to be apportioned equally among El Paso’s eight Representative Districts for eligible public improvement projects and program administration costs; and

WHEREAS, previous allocations (Rounds 1, 2 and 3) were approved and implemented by City Council on June 24, 2014, June 23, 2015 and January 24, 2017, respectively; and

WHEREAS, on November 14, 2017, the NIP scorecard was approved by the City Council;

WHEREAS, on October 15, 2019, the allocation of \$3,000,000 for the fourth round was approved by City Council;

WHEREAS, on _____ 2022, the allocation of \$4,000,000 for the fifth round was approved by City Council;

WHEREAS, City staff has reviewed the applications and provided recommendations for the NIP projects to be approved by City Council in the fifth round of the 2012 Quality of Life Bonds NIP funding.

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

That City Council hereby approves the Neighborhood Improvement Program projects for expenditure of designated NIP funds in the 2012 Quality of Life Bonds, said projects specifically set forth in Exhibits "A" and “B”, attached hereto.

(Signatures begin on following page)

APPROVED this _____ day of _____, 20____.

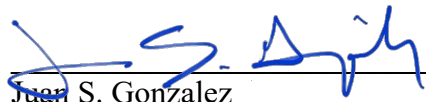
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

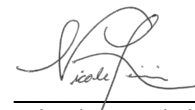
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior City Attorney

APPROVED AS TO CONTENT:



Nicole Ferrini, Director
Community and Human Development

Exhibit A
Neighborhood Improvement Program (NIP) – Round 5 Recommended Projects

District	Neighborhood Association	Project Title	Project Budget	Total Budget (Includes Rollover)
1	Coronado Hills	Broadmoor, Thunderbird, Pinehurst, and Singing Hills - Reflective markers on striping and raised markers	<i>\$84,216.00</i>	\$459,415.00
	Rim Area	Upper Tom Lea Park - trash cans, park lights	<i>\$114,048.00</i>	
	Montoya Garden	Little River Park- 3' rock wall and security camera system	<i>\$203,060.00</i>	
	Borderland	Borderland Park-(Partial fund), security camera system	<i>\$58,091.00</i>	
2	Sunrise	Sunrise Park- (9) exercise equipment	<i>\$121,550.00</i>	\$282,350.00
	Manhattan Heights	Memorial Park - (2) Park lights	<i>\$46,200.00</i>	
	Normandy	Normandy Park - Park lights	<i>\$39,600.00</i>	
	Chivas Town	Grandview Park-(Partial Fund) (6) 3" Caliper trees, water audit	<i>\$75,000.00</i>	
3	El Paso Lower Valley	Balsam Street- Streetlights	<i>\$148,500.00</i>	\$320,515.00
	Stiles Garden	Stiles Park- Canopy and picnic tables	<i>\$172,015.00</i>	
4	Castner Heights	Todd Ware Park- 30x30 metal canopy, (3) picnic tables, concrete slab, irrigation modifications	<i>\$347,715.00</i>	\$347,715.00

5	East Cave	East Cave Park- basketball court, (4) tables	<i>\$216,480.00</i>	\$407,880.00
	Coyote Park	Coyote Park- basketball court	<i>\$191,400.00</i>	
6	Ranchos Del Sol	Rancho Del Sol Park- Walking path, (1) bench, (3) trees, Playground Equipment, Playground wood fiber, irrigation modifications	<i>\$290,883.00</i>	\$290,883.00
7	Penrose	Marion Manor Park- (5) tables with canopy, (6) trash cans, playground canopy	<i>\$176,182.00</i>	\$425,153.00
	Lomaland	E. L. Williams Park- (2) canopies over bleachers	<i>\$130,171.00</i>	
	Playa	Playa Drain (Knights to Shawver Park)- (Partial Fund) (60) bollards	<i>\$118,800.00</i>	
8	Washington Delta	Washington Park- exercise equipment with safety surface, sidewalk (900sy), lime stabilization (900sy), irrigation modifications	<i>\$295,374.00</i>	\$349,214.00
	Zach White	Coach Jack D. Quarles Park- Park lights	<i>\$53,840.00</i>	

Exhibit B

Neighborhood Improvement Program (NIP) – Round 4 Project Adjustments/Reallocations

Round 4 NIP

District	Neighborhood Association	Project Title	Budget	Recommendation
1	Upper Mesa Hills	N. Stanton pedestrian path (delineators)	\$67,671	Delete project due to project infeasibility.

Neighborhood Improvement Program (NIP) Round 5

Nickole Rodriguez
Community + Human Development

June 22, 2022

Goal 8- Nurture and promote a healthy, sustainable community

Goal 4- Enhance El Paso's quality of life through recreation, cultural, and educational environments

Neighborhood Improvement Program

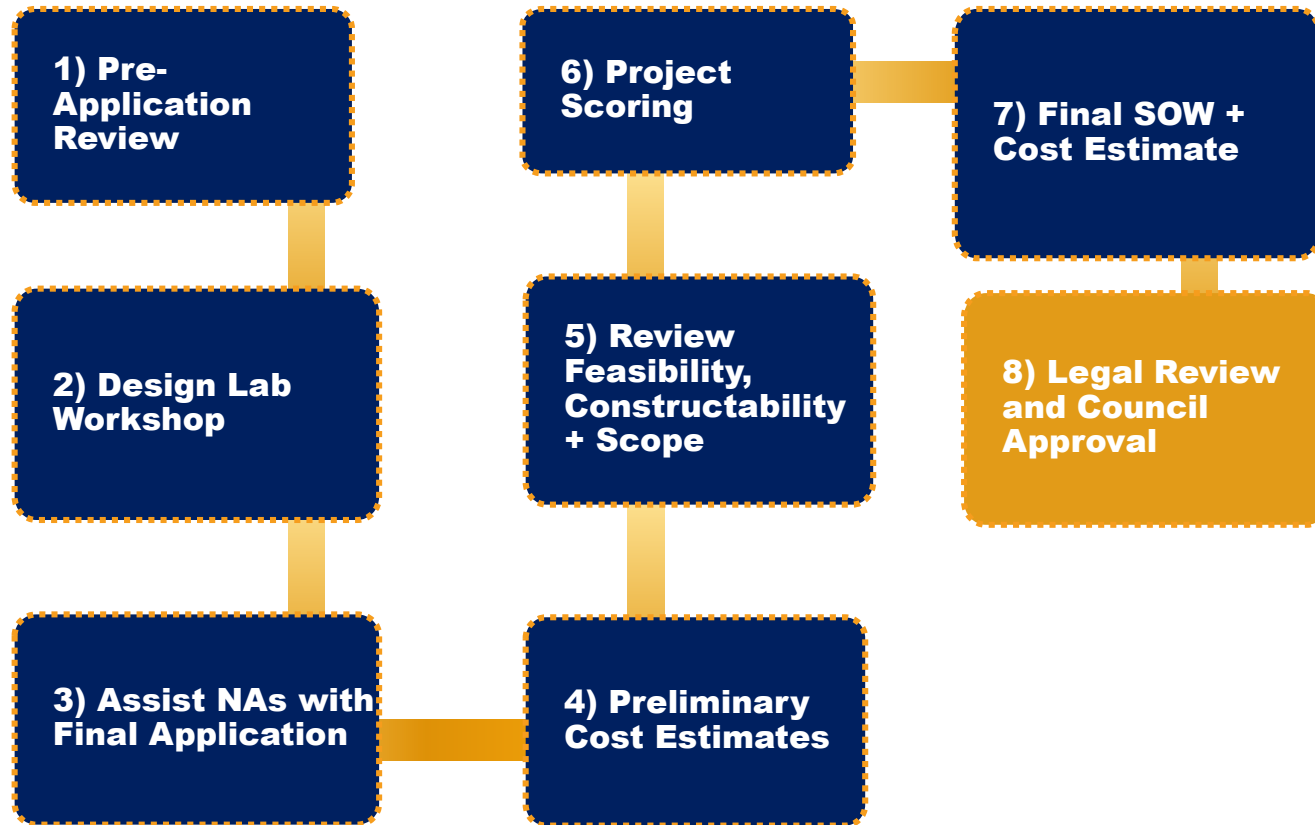
The **Neighborhood Improvement Program (NIP)** provides an opportunity for Recognized Neighborhood Associations (RNA) to request *small-scale, permanent physical improvement projects* to enhance the quality of life in their neighborhoods.

NIP is funded at **\$10M** under the 2012 Quality of Life Bond. Funding is allocated equally per District and is competitive among RNA within the same District.

Each District in Round 5 had a budget of **\$375,000**, plus any remaining funds from previous rounds.



NIP Round 5 – Review Process



Round 5 = \$4 million

Received **47** Applications

Scored **29** applications

Project Requests totaled over **\$4.6K**

Recommending 19 Projects

Totaling = **\$2,883,125**

(includes previous rounds rollover)

NIP Round 4- Rollover

District	Round 5 Allocation	Round 4 Rollover	Round 5 Available Funds for Project Request*
1	\$375,000	\$84,415.08	\$459,415.08
2	\$375,000	\$81,173.00	\$456,173.00
3	\$375,000	\$7,141.13	\$382,141.13
4	\$375,000	\$778.46	\$375,778.46
5	\$375,000	\$116,813.34	\$491,813.34
6	\$375,000	\$32,026.94	\$407,026.94
7	\$375,000	\$58,667.26	\$433,667.26
8	\$375,000	\$19,538.25	\$394,538.25
TOTAL:	\$3,000,000	\$400,553.46	\$3,400,533.46

* Does not include the \$1M set aside used for engineering costs

NIP Round 4- Rollover

District 1

Upper Mesa Hills Neighborhood Association
North Stanton Pedestrian Pathway

Total Project Budget Approved in 2019 = \$67,671



Recommendation: Delete project from Round 4 and **reallocate** funds to Round 5.

NIP Round 5

Project Recommendations

District	Neighborhood Association	Project Request	Funds
1	Coronado Hills	Broadmoor, Thunderbird, Pinehurst, and Singing Hills - Reflective markers on striping and raised markers	\$84,216.00
1	Rim Area	Upper Tom Lea Park - trash cans, park lights	\$114,048.00
1	Montoya Garden	Little River Park - 3' rock wall and security camera system	\$203,060.00
1	Borderland	Borderland Park- (Partial fund) , security camera system	\$58,091.00
2	Sunrise	Sunrise Park - (9) exercise equipment	\$121,550.00
2	Manhattan Heights	Memorial Park - (2) Park lights	\$46,200.00
2	Normandy	Normandy Park - Park lights	\$39,600.00
2	Chivas Town	Grandview Park- (Partial Fund) (6) 3" Caliper trees, water audit	\$75,000.00
3	El Paso Lower Valley	Balsam Street - Streetlights	\$148,500.00
3	Stiles	Stiles Park - Canopy and picnic tables	\$172,015.00

NIP Round 5

Project Recommendations

District	Neighborhood Association	Project Request	Funds
4	Castner	Todd Ware Park- 30x30 metal canopy, (3) picnic tables, concrete slab, irrigation modifications	\$347,715.00
5	East Cave	East Cave Park- basketball court, (4) tables	\$216,480.00
5	Coyote Park	Coyote Park- basketball court	\$191,400.00
6	Ranchos del Sol	Rancho Del Sol Park- Walking path, (1) bench, (3) trees, Playground Equipment, Playground wood fiber, irrigation modifications	\$290,883.00
7	Penrose	Marion Manor Park- (5) tables with canopy, (6) trash cans, playground canopy	\$176,182.00
7	Lomaland	E. L. Williams Park- (2) canopies over bleachers	\$130,171.00
7	Playa	Playa Drain (Knights to Shawver Park)- (Partial Fund) (60) bollards	\$118,800.00
8	Washington Delta	Washington Park- exercise equipment with safety surface, sidewalk (900sy), lime stabilization (900sy), irrigation modifications	\$295,374.00
8	Zach White	Coach Jack D. Quarles Park- Park lights	\$53,840.00

MISSION



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

VISION



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



VALUES

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