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8 Pages 21913

El Paso County, Co

## SUBDIVISION IMPROVEMENTS AGREEMENT

(SF-18-040)

THIS AGREEMENT, made between Elite Properties of America, Inc.,hereinafter called the "Developer," and El Paso County, by and through the Board of County Commissioners of El Paso County, Colorado, hereinafter called the "County," shall become effective the date of approval of the Final Plat by the Board of County Commissioners.

## WITNESSETH:

WHEREAS, the Subdivider, as a condition of approval of the final plat of <u>Hannah Ridge at Feathergrass Filing No. 7</u> subdivision wishes to enter into a Subdivision Improvements Agreement, as provided for by Section 30-28-137 (C.R.S.), Chapter 5 of the El Paso County Engineering Criteria Manual and Chapter 8 of the El Paso County Land Development Code incorporated herein; and

WHEREAS, pursuant to the same authority, the Subdivider is obligated to provide security or collateral sufficient in the judgment of the Board of County Commissioners to make reasonable provision for completion of certain public improvements set forth on Exhibit A attached hereto and incorporated herein; and

WHEREAS, the Subdivider wishes to provide collateral to guarantee performance of this Agreement including construction of the above-referenced improvements by means of a performance or property bond.

NOW, THEREFORE, in consideration of the following mutual covenants and agreements, the Subdivider and the County agree as follows:

1. The Subdivider agrees to construct and install, at his sole expense, all of those improvements as set forth on Exhibit A attached hereto. To secure and guarantee performance of its obligations as set forth herein, the Subdivider agrees to provide collateral to remain in effect at all times until the improvements are completed and accepted in accordance with Chapter 5 of the ECM. Security and collateral shall be posted in the form of a performance or property bond issued by Lockton Insurance Brokers, LLC (insured by: Philadelphia Indemnity Insurance Company) and and in the amount of \$1,851,722.42.

If Subdivider chooses to construct the subdivision in phases, the ECM Administrator may require an increase in the amount of security for an individual phase prior to notice to proceed for that phase, to take into account any increase in cost due to inflation.

2. Subdivider is responsible for providing any renewals of collateral to ensure that there is never a lapse in security coverage. Subdivider shall procure renewal/extension/replacement collateral at least fifteen (15) days prior to the expiration of the original or renewal/extension/replacement collateral then in effect. Failure to procure renewal/extension/replacement collateral within this time limit shall be a default under this Agreement and shall allow the County to execute on the collateral. In addition, if Subdivider allows collateral to lapse at any time, no lots in the subdivision may be sold, conveyed or transferred, whether by Deed or Contract, after the expiration date of such collateral until the improvements identified on Exhibit A have been

completed and final acceptance is received from the County. If replacement collateral is used for renewal, approval by Board of County Commissioners is required.

- 3. No lots in the subdivision or, if constructed in phases, in any phase thereof, shall be sold, conveyed or transferred, whether by Deed or by Contract, nor shall building permits be issued until and unless the required improvements for the subdivision or the particular phase thereof have been constructed and completed in accordance with the approved construction plans and preliminary acceptance is received from the County. In the alternative, lots within the subdivision or, if constructed in phases, in any phase thereof, may be sold, conveyed or transferred and / or have building permits issued upon receipt of collateral acceptable to the County, pursuant to this Agreement, which is sufficient to guarantee construction of the improvements, identified by phase if applicable, in the attached Exhibit A.
- 4. The Subdivider agrees that all of those certain public improvements to be completed as identified on Exhibit A shall be constructed in compliance with the following:
  - a. All laws, resolutions and regulations of the United States, State of Colorado, El Paso County and its various agencies, affected special districts and/or servicing authorities.
  - b. Such other designs, drawings, maps, specifications, sketches and other matter submitted to and approved by any of the above-stated governmental entities.
- 5. All improvements shall be completed by the Subdivider, meeting all applicable standards for preliminary acceptance, within 24 (twenty four) months from the date of notice to proceed in the Construction Permit for the Subdivision, or Phase of the Subdivision. If the Subdivider determines that the completion date needs to be extended, the Subdivider shall submit a written request for a change in the completion date to the ECM Administrator at least 90 days in advance of the required completion date. The request shall include the reasons for the requested change in completion date, the proposed new completion date, and prove collateral is in place to cover the extension time requested. The completion date for the Subdivision or Subdivision Phase may be extended one time, for a period no longer than 6 months at the discretion of the ECM Administrator. Any additional requests for extension of the completion date will be scheduled for hearing by the Board of County Commissioners. The ECM Administrator or the Board of County Commissioners may require an adjustment in the amount of collateral to take into account any increase in cost due to the delay including inflation.
- 6. It is mutually agreed pursuant to the provisions of Section 30-28-137 (3) C.R.S. that the County or any purchaser of any lot, lots, tract or tracts of land subject to a plat restriction which is the security portion of a Subdivision Improvements Agreement shall have the authority to bring an action in any District Court to compel the enforcement of any Subdivision Improvements Agreement on the sale, conveyance, or transfer of any such lot, lots, tract or tracts of land or of any other provision of this article. Such authority shall include the right to compel rescission of any sale, conveyance, or transfer of any lot, lots, tract or tracts of land contrary to the provisions of any such restrictions set forth on the plat or in any separate recorded instrument, but any such action shall be commenced prior to the issuance of a building permit by the County where so required or otherwise prior to commencement of construction on any such lot, lots, tract or tracts of land.
- 7. It is further mutually agreed that, pursuant to the provisions of Section 30-28-137 (2) C.R.S., and Chapter 5 of the County's Engineering Criteria Manual, as improvements are completed, the Subdivider may apply to the Board of County Commissioners for a release of part or all of the

in substantial compliance with specifications it shall furnish the Subdivider a list of specific deficiencies and shall be entitled to withhold collateral sufficient to ensure such substantial compliance. If the Board of County Commissioners determines that the Subdivider will not construct any or all of the improvements in accordance with all of the specifications, the Board of County Commissioners may withdraw and employ from the deposit of collateral such funds as may be necessary to construct the improvements in accordance with the specifications.

- 8. The Subdivider agrees, and both parties acknowledge that the construction of the improvements identified and guaranteed through this Subdivision Improvements Agreement shall follow the inspection, collateral, and acceptance process that is identified in Chapter 5 of the County's Engineering Criteria Manual. This is to include among other things, a Preliminary Acceptance process, replacement of performance collateral with appropriate Warranty collateral at that time, and a 2 year warranty period prior to final acceptance. Where any inconsistency exists between Chapter 5 of the Engineering Criteria Manual and the Land Development Code with respect to these inspections, collateral and acceptance processes, the Engineering Criteria Manual is the controlling document.
- 9. The Subdivider(s) agrees to provide the County with a title insurance commitment at time of final platting evidencing that fee simple title of all lands in the subdivision is vested with the subdivider(s).
- The County agrees to approval of the final plat of Hannah Ridge at Feathergrass Filing No. 7 10. Subdivision subject to the terms and conditions of this Agreement.
- Parties hereto mutually agree that this Agreement may be amended from time to time provided 11. that such amendment be in writing and signed by all parties hereto.
- This Agreement shall take effect on the date of approval of the Final Plat by the Board of County 12. Commissioners.
- The Subdivider(s) agrees for itself and its successors and assigns that Subdivider and/or its said 13. successors and assigns shall be required to pay traffic impact fees in accordance with the El Paso County Road Impact Fee Program at or prior to the time of building permit submittals.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year below written.

> BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO

By:

Mark Waller, Chair

Chuck Brooman

ATTES

County Clerk



CHRISTINE L WISE

NOTARY PUBLIC

STATE OF COLORADO

NOTARY ID # 19974021715

MY COMMISSION EXPIRES DECEMBER 2, 2021

## 2019 Financial Assurance Estimate Form

Cross Pan, local (8" thick, 6' wide to include return)

Curb Chase

Guardrail Type 3 (W-Beam)
Guardrail Type 7 (Concrete)

Guardrail End Anchorage

Electrical Conduit,

Guardrail Impact Attenuator

Sound Barrier Fence (CMU block, 6' high)

Sound Barrier Fence (panels, 6' high)

Traffic Signal, complete intersection

Cross Pan, collector (9" thick, 8' wide to include return)

(with pre-plat construction) Updated: 4/18/2019

Hannah Ridge at Feathergrass Filing No. 7			7/2/2019				S	F-18-040	
Project Name			Date		_	PCD File No.			
roject name			200						
			Unit		7		(with Pre-	Plat Construction)	
Description	Quantity	Units	Cost			Total	% Complete	Remaining	
SECTION 1 - GRADING AND EROSION CON							1164		
* Earthwork	THOE (CONSCIONA								
less than 1,000; \$5,300 min		CY	\$ 8.00	- 2	\$	-1 <del>-</del> 0		\$	
1,000-5,000; \$8,000 min		CY	\$ 6,00	-	\$	(*)		\$	
5,001-20,000; \$30,000 min		CY	\$ 5.00	=	\$	(4)		<b>\$</b> -	
20,001-50,000; \$100,000 min	45,518	CY	\$ 3,50	=	\$	159,313.00		159,313.0	
50,001-200,000; \$175,000 min	.5,520	CY	\$ 2.50	-	\$	-		s -	
greater than 200,000; \$500,000 min		CY	\$ 2.00	=	\$	· ·	100		
* Permanent Seeding (inc. noxious weed mgmnt.)		AC	\$ 800.00	-	\$	- 3		\$	
* Mulching		AC	\$ 750,00		\$	-			
* Permanent Erosion Control Blanket		SY	\$ 6.00	=	\$	100			
* Permanent Pond/BMP Construction		CY	\$ 20.00	=	\$			\$ -	
	1	EA	\$ 4,000.00	=	5	4,000.00		4,000.0	
* Permanent Pond/BMP (Spillway)	3	EA	\$ 17,000.00	=	\$	51,000.00		5 51,000.0	
* Permanent Pond/BMP (Inlet & Outlet Structures)	3	LF	\$ 17,000.00	-	5	31,000.00		\$ 31,000.0	
Safety Fence		SY	\$ 3.00	-	5	257			
Temporary Erosion Control Blanket		EA		-		4,740.00		4,740.0	
Vehicle Tracking Control	2				\$				
Silt Fence	1,000	LF	\$ 2.50	=	\$	2,500.00			
Temporary Seeding	15	AC	\$ 628.00	-	\$	9,671.20		9,671.2	
Temporary Mulch	15	AC	\$ 750,00	=	\$	11,550.00		11,550.0	
Erosion Bales	10	EA	\$ 25.00	-	\$	250.00		\$ 250.0	
Erosion Logs/Straw Waddle		LF	\$ 5.00	-	\$	•			
Rock Check Dams		EA	\$ 500,00	=	\$			•	
Inlet Protection	6	EA	\$ 167.00	=	\$	1,002.00		1,002.0	
Sediment Basin	8	EA	\$ 1,762.00	=	\$	14,096.00	100	14,096.0	
Concrete Washout Basin	1	EA	\$ 900.00	=	\$	900.00		\$ 900.0	
				=	\$			\$ -	
[insert items not listed but part of construction plans]				=	\$	10.010.00		\$ -	
	MAINTENANCE (35%	o of Consti	ruction BMPs)	=	\$	15,648.22		\$ 15,648.22	
- Subject to defect warranty financial assurance. A minimum of 20% retained until final acceptance (MAXIMUM OF 80% COMPLETE	shall	Section	on 1 Subtotal	=	\$	274,670.42		\$ 259,022.20	
ALLOWED					T				
SECTION 2 - PUBLIC IMPROVEMENTS *									
ROADWAY IMPROVEMENTS									
Construction Traffic Control		LS		=	\$			\$	
Aggregate Base Course (135 lbs/cf)	3,376	Tons	\$ 28.00	#	\$	94,528.00		\$ 94,528.00	
Aggregate Base Course (135 lbs/cf)		CY	\$ 50,00		\$	:2:		\$	
Asphalt Pavement (3" thick)		SY	\$ 14.00		\$	20		\$	
Asphalt Pavement (4" thick)		SY	\$ 19.00		\$			\$	
Asphalt Pavement (6" thick)	0	SY	\$ 29.00		\$			\$	
Asphalt Pavement (147 lbs/cf) 6" thic	k 3,360	Tons	\$ 88.00	=	\$	295,680.00		\$ 295,680.0	
Raised Median, Paved		SF	\$ 8.00	=	\$			\$ -	
Regulatory Sign/Advisory Sign	6	EA	\$ 300.00	-	\$	1,800.00		\$ 1,800.0	
Guide/Street Name Sign	10	EA	\$ 300.00	=	\$	3,000.00		\$ 3,000.0	
Epoxy Pavement Marking		SF	\$ 13.00	=	\$			\$ -	
Thermoplastic Pavement Marking		SF	\$ 23.00	=	\$			\$ -	
Barricade - Type 3	2	EA	\$ 200.00	=	\$	400.00		\$ 400.0	
Delineator - Type I		EA	\$ 24.00	=	\$			\$ -	
Curb and Gutter, Type A (6" Vertical)	1,615	LF	\$ 30.00	=	\$	48,450.00		\$ 48,450.0	
Curb and Gutter, Type B (Median)	2,015	LF	\$ 30.00	_	\$	923		\$ -	
Curb and Gutter, Type C (Ramp)	4,112	LF	\$ 30.00	=	\$	123,360.00		\$ 123,360.0	
4" Sidewalk (common areas only)	7,112	SY	\$ 48.00	-	\$			\$ -	
5" Sidewalk	3,059	SY	\$ 60.00		\$	183,540.00		\$ 183,540.0	
6" Sidewalk	2,035	SY	\$ 72.00		\$	205/5 10/00	( = = =	\$ -	
		SY	\$ 96,00	_	\$			·	
8" Sidewalk	21	EA	\$ 1,150.00	_	\$	24,150.00		\$ 24,150.0	
Pedestrian Ramp	21			=	. →				
O D t (OII (Cital), Citalida de include actual)	77	1.0	6 61 00	_		4 453 00		4 453 (	

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	PROJECT INFORMATION	
Hannah Ridge at Feathergrass Filing No. 7	7/2/2019	SF-18-040
Project Name	Date	PCD File No.

Description		Unit					Tabel		e-Plat Construction)
	ion plane?	Quantity	Units	Cost		-	Total	% Complete	Remaining
[insert items not listed but part of construction   STORM DRAIN IMPROVEMENTS	on piansj				-	\$			\$
Concrete Box Culvert (M Standard), Size (	1A/ v LI \		LF				7.0		
18" Reinforced Concrete Pipe	W X FI )	257	LF	\$ 65,00	-	\$	1127		\$
24" Reinforced Concrete Pipe		109	LF	\$ 78.00	-	\$	16,705.00		\$ 16,705
30" ReInforced Concrete Pipe		79	LF	\$ 97.00		\$	8,502.00		\$ 8,502
36" Reinforced Concrete Pipe		244	LF		=	\$	7,663.00	TAXABLE PARTY	\$ 7,663
42" Reinforced Concrete Pipe			LF		-	\$	29,280.00		\$ 29,280
48" Reinforced Concrete Pipe		88	LF		=	\$	14,080.00		\$ 14,080
54" Reinforced Concrete Pipe			LF		-	\$	S#3		\$
60" Reinforced Concrete Pipe			LF	\$ 245.00 \$ 288.00	-	\$	::#1		\$
66" Reinforced Concrete Pipe			LF	\$ 288,00 \$ 332,00	-	\$	181		\$
72" Reinforced Concrete Pipe			LF		-	\$			\$
18" Corrugated Steel Pipe			LF	\$ 380.00 \$ 84.00	-	\$	-		\$
		- 1	LF	1.50	-	\$	25		\$
24" Corrugated Steel Pipe 30" Corrugated Steel Pipe			LF	\$ 96.00 \$ 122,00	-	\$			\$
36" Corrugated Steel Pipe			LF	\$ 122,00	=	\$			\$
42" Corrugated Steel Pipe			LF	\$ 168,00	=	\$			\$
48" Corrugated Steel Pipe			LF	\$ 178.00		\$	(-		<b></b>
54" Corrugated Steel Pipe			LF	\$ 260.00	-	\$			\$
60" Corrugated Steel Pipe			LF	\$ 280,00	-			-	\$
66" Corrugated Steel Pipe			LF	\$ 340.00	=	\$		_	1
72" Corrugated Steel Pipe			LF	\$ 400.00		\$			\$
72" Corrugated Steel Pipe 78" Corrugated Steel Pipe			LF	\$ 460.00			-		\$
84" Corrugated Steel Pipe			LF	\$ 550.00	=	\$			\$
Flared End Section (FES) RCP Size = (unit cost = 6x pipe unit cost)	24	1	EA	\$ 840.00	=	\$	840.00		\$ 840
Flared End Section (FES) CSP Size = (unit cost = 6x pipe unit cost)			EA		=	\$	1.5		\$
End Treatment- Headwall			EA		=	\$			\$
End Treatment- Wingwall			EA		=	\$			\$
End Treatment - Cutoff Wall			EA		=	\$			\$
Curb Inlet (Type R) L=5', Depth <	5'	1	EA	\$ 5,542.00	=	\$	5,542.00		\$ 5,542
Curb Inlet (Type R) L=5', 5'≤ Depth <	10'		EA	\$ 7,188.00	=	\$	· ·		\$
Curb Inlet (Type R) L =5', 10'≤ Depth <	15'		EA	\$ 8,345.00	=	\$	8.5		\$
Curb Inlet (Type R) L =10', Depth <	5'		EA	\$ 7,627.00	=	\$	723		\$
Curb Inlet (Type R) L =10', 5'≤ Depth <	10'	3	EA	\$ 7,861.00	=	\$	23,583.00		\$ 23,583
Curb Inlet (Type R) L =10', 10'≤ Depth <	15'		EA	\$ 9,841.00	=	\$	**		\$
Curb Inlet (Type R) L =15', Depth <	5'	1	EA	\$ 9,918.00	=	\$	9,918.00		\$ 9,918
Curb Inlet (Type R) L =15', 5'≤ Depth <			EA	\$ 10,633.00	=	\$			\$
Curb Inlet (Type R) L =15', 10' ≤ Depth <	15'		EA	\$ 11,627.00	=	\$	5€		\$
Curb Inlet (Type R) L =20', Depth <	5'		EA	\$ 10,570.00	=	\$	**		\$
Curb Inlet (Type R) L =20', 5'≤ Depth <	10'		EA	\$ 11,667.00	=	\$			\$
Grated Inlet (Type C), Depth <			EA	\$ 4,640.00	=	\$	95		\$
Grated Inlet (Type D), Depth <	5'		EA	\$ 5,731.00	=	\$	3.5		\$
Storm Sewer Manhole, Box Base		2	EA	\$ 11,627.00	=	\$	23,254.00		\$ 23,254
Storm Sewer Manhole, Slab Base			EA	\$ 6,395.00	=	\$			\$
Geotextile (Erosion Control)			SY	\$ 6.00	=	\$	36		\$
Rip Rap, d50 size from 6" to 24"		100	Tons	\$ 80,00	-	\$	8,000.00		\$ 8,000
Rip Rap, Grouted			Tons	\$ 95.00	=	\$			\$
Dralnage Channel (Trickle), Size (2.5'W x	0.5'H)	271	LF	\$ 40.00	=	\$	10,840.00		\$ 10,840
Drainage Channel Lining, Concrete			CY	\$ 570.00	-	\$	8.5		\$
Drainage Channel Lining, Rip Rap			CY	\$ 112,00	=	\$	3.5		\$
Drainage Channel Lining, Grass			AC	\$ 1,469.00	=	\$	:*°		\$
Drainage Channel Lining, Other Stabilization	n				=	\$	200		\$

PROJECT INFORMATION							
Hannah Ridge at Feathergrass Filing No. 7	7/2/2019	SF-18-040					
Project Name	Date	PCD File No.					

			U	Init				(with Pre-Plat Construction)		
Description	Quantity	Units	C	ost			Total	% Complete		Remaining
					=	\$	100		\$	
[insert items not listed but part of construction plans]					=	\$			\$	
Subject to defect warranty financial assurance. A minimum of 20% shabe retained until final acceptance (MAXIMUM OF 80% COMPLETE	Al .	Sectio	n 2 Su	ıbtotal	=	\$	937,568.00		\$	937,568.00
ALLOWED) SECTION 3 - COMMON DEVELOPMENT IMPR	OVEMENTS (D.	mho on D		and Ma	T Main	tainac	hu EDC\++		_	
ROADWAY IMPROVEMENTS	OVEMENTS (PI	VALUE OF D	IBURCL	. anu m	JI Maii	Lamet	Dy EPC)		_	
ROADWAYIMPROVEMENTS	1		1		=	\$		1		
				- 1	=	\$			\$	
					-	\$			5	_ 2
					_	5	475		\$	
					_	\$			5	
					=	Š	-		\$	
STORM DRAIN IMPROVEMENTS (Excep	otton: Permanent Pone	I/BMD chall	he itemi	ized unde					-	
STORM DRAIN IMPROVEMENTS (Excel	JUOIL POIMAIION FOR	TIDIME SIIGH	De Reini	1280 01100	=	5			\$	
						\$	- 2			
					- 2	\$			5	
					=	\$	-		4	-
					=	\$			s	*
			-			Š			5	
WATER SYSTEM IMPROVEMENTS						-			-	
Water Main Pipe (PVC), Size 8"	3,061	LF	S	64.00	-	\$	195,904.00		\$	195,904.00
Water Main Pipe (Ductile Iron), Size 8"	3,001	LF	\$	75.00	=	\$			s	2
Gate Valves, 8"	20	EA	7	.858.00		\$	37,160.00		\$	37,160.00
Fire Hydrant Assembly, w/ all valves	6	EA		.597.00	=	s	39,582.00		\$	39,582.00
Water Service Line Installation, inc. tap and valves	77	EA		,324.00		\$	101,948.00		\$	101,948.00
Fire Cistern Installation, complete		EA	,		=	5			\$	*
The distant materials, complete	1				=	\$	181		\$	
[insert items not listed but part of construction plans]					=	s	421		\$	-
SANITARY SEWER IMPROVEMENTS										
Sewer Main Pipe (PVC), Size 8"	2,178	LF	S	64.00	=	\$	139,392,00		\$	139,392.00
Sanitary Sewer Manhole, Depth < 15 feet	4	EA	\$ 4.	386,00	-	5	17,544.00		\$	17,544.00
Sanitary Service Line Installation, complete	77	EA		402.00	=	\$	107,954.00		\$	107,954.00
Sanitary Sewer Lift Station, complete		EA			=	\$	E .		\$	
,					=	\$	61		\$	2
[insert items not listed but part of construction plans]					-	\$			\$	
LANDSCAPING IMPROVEMENTS	(For subdivision spe	cific conditio	n of app	oroval, or F	PUD)					
A TOTAL DE L'ANDRE DE		EA	-		=	\$			\$	
		EA			=	\$			\$	

	PROJECT INFORMATION	
Hannah Ridge at Feathergrass Filing No. 7	7/2/2019	SF-18-040
Project Name	Date	PCD File No.

	e de la companya de l		Unit				(with Pre-Plat Construction)		
Description	Quantity	Units	Cost			Total	% Complete	Remaining	
		EA		•	*	1.0	\$		
		EA		-	\$	- Fa	\$	19	
		EA		=	\$		\$		
- Section 3 is not subject to defect warranty requirements		Sectio	n 3 Subtotal	_=_	\$	639,484.00	\$	639,484.00	
AS-BUILT PLANS (Public Improvements Inc. Permanent	WQCV BMPs)	LS		z	\$	-	s		
POND/BMP CERTIFICATION (Inc. elevations and volume	calculations)	LS		=	\$	•	S	•	
				Tota	d Cons	truction Financia	Assurance &	1,851,722.42	
			(Sum of all sect			as-builts and pond/B		2,000,7,221,7	
	Zetel Desert	O	F1	?=U A==		4/11- D Dl-4-0		. Torrowana ranasara rana	
		_				(with Pre-Plat C	the second secon	1,836,074.20	
	(Sum of a	ali section total	s less credit for ite	ms comp	lete plus	as-builts and pond/B	MP certification)		
				Total D	efect W	arranty Financia	l Assurance \$	230,376,20	
						ed at time of prelimin	-		

Approvals

I hereby certify that this is an accurate and complete estimate of costs for the work as shown on the Grading and Erosion Control Plan and Construction Drawings associated with the Project.

7-2-19

**APPROVED** 

**Engineering Department** 

07/15/2019 4:31:11 PM dsdnijkamp

EPC Planning & Community Development Department

Approved by El Paso County Engineer / ECM Administrator