Renard U. Johnson
Mayor

Dionne Mack
City Manager

CITY COUNCIL
Alejandra Chávez, District 1
Josh Acevedo, District 2
Deanna Maldonado-Rocha, District 3
Cynthia Boyar Trejo, District 4
Ivan Niño, District 5
Art Fierro, District 6
Lily Limón, District 7
Chris Canales, District 8

AGENDA FOR THE REGULAR COUNCIL MEETING

June 09, 2026
COUNCIL CHAMBERS, CITY HALL, 300 N. CAMPBELL AND VIRTUALLY
9:00 AM

Teleconference phone number: 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 977-446-198#

Notice is hereby given that a Regular Meeting of the City Council of the City of El Paso will be conducted on June 9, 2026, 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

Attention: The Council will take a lunch break at approximately 12:30 p.m. - 1:00 p.m. unless otherwise decided by the Council.

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 Conference ID: 977-446-198#

The public may sign up to speak on items on this agenda before the 9:00 AM deadline on the meeting day at the following links:

For Call to the Public:

https://app.smartsheet.com/b/form/dfad29e838da41fd86052bb264abd397

To Speak on Agenda Items:

https://app.smartsheet.com/b/form/7086be5f4ed44a239290caa6185d0bdb

9:00 A.M. PLEDGE OF ALLEGIANCE

Campestre Elementary School and Socorro Middle School at the Invitation of City Representative Lily Limón.

Acelan Roque
Amarae Esparza
Zoe Cedillo

MAYOR'S PROCLAMATIONS

Aphasia Awareness Month

Northeast Rotary Club: United for Good

Responsible Fatherhood Month

Rebuilding Together – She Builds Day

Amyotrophic Lateral Sclerosis (ALS) Awareness Month

10:00 A.M. ROLL CALL

A QUORUM OF THE CITY COUNCIL MUST BE PRESENT AT THIS TIME

INVOCATION BY EL PASO POLICE SENIOR CHAPLAIN DAVID MAYFIELD

PUBLIC COMMENT ON CONSENT AGENDA AND REGULAR AGENDA ITEMS

Public comment on agenda items will begin at 10:00 a.m. Request to speak must be received by 9:00 a.m. on the day of the meeting.

Members of the public may choose to comment at 10:00 a.m. or at the time the item is heard, but not both.

CALL TO THE PUBLIC (CITY RELATED NON-AGENDA ITEMS)

Call to the Public will begin at 10:00 a.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.

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:

1. Approval of the Minutes of the Regular City Council Meeting of May 26, 2026, and the Work Session of May 27, 2026. **26-0694**

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

CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

2. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS **26-0051**

CONSENT AGENDA - RESOLUTIONS:

3. A Resolution adopting the El Paso Museum of Art revised Code of Ethics and authorizing its implementation by the City of El Paso Museums and Cultural Affairs Department. **26-0688**

All Districts
Museums and Cultural Affairs, Ben Fyffe, (915) 212-0110
Museums and Cultural Affairs, Edward Hayes, (915) 212-0301

4. A Resolution that the City Manager, or designee, be authorized to sign a Lessor's Approval of Assignment for the Butterfield Trail Industrial Park Lease by and between the City of El Paso ("Lessor") and RNDC Texas, LLC ("Assignor") and Lone Oak - El Paso, L.L.C. ("Assignee"), regarding the following described property: **26-0689**

A portion of Lot 7, Block 13, Butterfield Trail Industrial Park Unit Three, an addition to the City of El Paso, El Paso County, Texas, municipally known and numbered as 35 Celerity Wagon Street, El Paso, Texas, 79906.

District 3
Airport, Yvette Hernandez, (915) 212-7301
Airport, Debbie Olivas, (915) 212-7337

5. A Resolution that the City Manager, or designee, is authorized to sign a Fifth Amendment to the Lease and Concession Agreement for the Development and Operation of Food & Beverage Concessions at El Paso International Airport by **26-0691**

and between the City of El Paso, Texas, a municipal corporation existing under the laws of the State of Texas (the "City"), and Host International, Inc. ("Concessionaire"), to extend the Primary Term of the Agreement for an additional ten (10) years in consideration of Concessionaire investing an additional $10,000,000.00 beginning on or about July 1, 2026 for capital improvements of Facilities to modernize and enhance the overall dining and seating experience for airport passengers, support stable long-term revenue, and maintain a modern concession environment at the airport.

District 3
Airport, Yvette Hernandez, (915) 212-7301
Airport, Debbie Olivas, (915) 212-7337

6. A Resolution authorizing the City Manager to sign an Emergency Prehospital Transfusion Agreement by and between the City of El Paso, Texas, and Vitalant, an Arizona Non-Profit Corporation, for the delivery of blood and blood components and laboratory services for prehospital bold transfusions and related services. **26-0628**

All Districts
Fire, Chief Jonathan Killings, (915) 212-5665

7. A Resolution authorizing the Mayor to sign a Memorandum of Agreement between the City of El Paso, by and through the El Paso Fire Department, and the Texas Department of State Health Services, for the provision of specific resources to aid with the City's emergency readiness and public health preparedness. **26-0670**

All Districts
Fire, Chief Jonathan Killings, (915) 212-5665
Fire, Assistant Chief Bryan Silva, (915) 212-5669

8. A Resolution authorizing the City Manager to apply for and submit to the Department of Homeland Security and the Texas Division of Emergency Management (TDEM), grant application for the City of El Paso Fire Department project identified as FY 2024/2025 Building Resilient Infrastructure and Communities ("BRIC"); to provide financial assistance to the City of El Paso in the amount of $206,250.00 with a cash match of $68,750.00 for a total grant amount of $275,000.00. **26-0672**

Districts 1, 4, and 7
Fire, Chief Jonathan Killings, (915) 212-5665
Fire, Assistant Chief Bryan Silva, (915) 212-5669

9. That the Solid Waste liens on the attachment posted with this agenda be approved (see Attachment A). **26-0626**

Districts 1, 2, and 4
Environmental Services Department, Nicholas Ybarra, (915) 212-6000

10. A Resolution that the closure of right-of-way within the City of El Paso for the Desert Mountains "Ordinary" Bicycle Race from 5:00 am to1:30 pm on Sunday, June 28, 2026, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance **26-0675**

with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of Mesa Street upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

Applicant: Paseo Del Norte Penny Farthing Club - Eric Leon Bradley
Case Number: CSEV26-00049

District 8
Planning and Inspections, Kevin Smith, (915) 212-1566
Planning and Inspections, Armida R Martinez, (915) 212-1605

11. A Resolution that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and City of Anthony, Texas, for a term of one year and will automatically renew for a term of one year, each year for the provision of public health, code enforcement and environmental services by the City of El Paso to City of Anthony, for which City of Anthony shall pay to the City of El Paso an annual amount of THIRTY-NINE THOUSAND ONE HUNDRED SIXTY-SEVEN DOLLARS AND NO/100 ($39,167.00) **26-0606**

All Districts
Public Health, Veerinder Taneja, (915) 212-6500
Public Health, Sara Cera, (915) 212-6503

12. A Resolution that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and Village of Vinton, Texas, for a term of one year and will automatically renew for a term of one year, each year for the provision of public health, code enforcement and environmental services by the City of El Paso to Village of Vinton, for which Village of Vinton shall pay to the City of El Paso an annual amount of TWENTY-EIGHT THOUSAND SIX HUNDRED THIRTY-SIX DOLLARS AND NO/100 ($28,636.00) **26-0663**

All Districts
Public Health, Veerinder Taneja, (915) 212-6500
Public Health, Sara Cera, (915) 212-6503

13. A Resolution that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and Town of Horizon, Texas, for a term of one year and will automatically renew for a term of one year, each year for the provision of public health, code enforcement and environmental services by the City of El Paso to Town of Horizon, for which Town of Horizon shall pay to the City of El Paso an annual amount of TWO HUNDRED TEN THOUSAND FIVE HUNDRED FIFTY-FIVE DOLLARS AND NO/100 ($210,555.00) **26-0664**

All Districts
Public Health, Veerinder Taneja, (915) 212-6500
Public Health, Sara Cera, (915) 212-6503

14. A Resolution that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and Town of Clint, Texas, for a term of one year **26-0666**

and will automatically renew for a term of one year, each year for the provision of public health, code enforcement and environmental services by the City of El Paso to Town of Clint, for which Town of Clint shall pay to the City of El Paso an annual amount of EIGHT THOUSAND SIX HUNDRED FORTY-TWO DOLLARS AND NO/100 ($8,642.00)

All Districts
Public Health, Veerinder Taneja, (915) 212-6500
Public Health, Sara Cera, (915) 212-6503

15. A Resolution that the City Council approves the appointment of Hector I. Ocaranza, M.D., as the local health authority for a two-year term, pursuant to Section 121.033 of the Texas Health and Safety Code, and delegates the authority to City Manager to sign the Certificate of Authority for a Health Authority and all related agreements and forms required by the Department of State Health Services of the State of Texas. **26-0671**

All Districts
Public Health, Veerinder Taneja, (915) 212-6500
Public Health, Sara Cera, (915) 212-6503

CONSENT AGENDA - BOARD RE-APPOINTMENTS:

16. Ken Gorski to the Greater El Paso Civic, Convention and Tourism Advisory Board by Representative Chris Canales, District 8. **26-0658**

Members of the City Council, Representative Chris Canales, (915) 212-0008

17. Daniel James Veale to the Greater El Paso Civic, Convention and Tourism Advisory Board by Mayor Renard U. Johnson. **26-0701**

Members of the City Council, Mayor Renard U. Johnson, (915) 212-0021

CONSENT AGENDA - BOARD APPOINTMENTS:

18. Carla V. Monsisvais to the Historic Landmark Commission by Representative Lily Limón, District 7. **26-0720**

Members of the City Council, Representative Lily Limón, (915) 212-0007

19. Russell Helsabeck-Ochoa to the Museums and Cultural Affairs Advisory Board by Representative Lily Limón, District 7. **26-0721**

Members of the City Council, Representative Lily Limón, (915) 212-0007

20. Ulises Estrada to the Zoning Board of Adjustment, as a regular member, by Representative Lily Limón, District 7. **26-0722**

Members of the City Council, Representative Lily Limón, (915) 212-0007

21. Julieta E. Urias to the Veterans Advisory Committee by Representative Lily Limón, District 7. **26-0729**

Members of the City Council, Representative Lily Limón, (915) 212-0007

CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:

For notation pursuant to Section 2.92.080 of the City Code:

22. Receipt of campaign contributions by Arturo R. Alluin, candidate for District 8, in the amounts of $1,000 from Alejandra Nuno, $1,000 from Richard Zooel Sanchez Muñoz, $15,000 from Arturo R. Alluin, $1,000 from Keli Griffin, $1,000 from Paul and Suzanne Dipp, $1,000 from James Arthur Lyle Tod, $1,000 from Tiffini Barraza, $1,000 from Carlos Gallardo, $500 from Elsa Borrego, $1,000 from Melanie Bailey & Kenneth Bailey, $1,000 from Patricia Quiñonez Gomez, $1,000 from Karla G. Alba, $1,000 from Ana Laura Perez Lara, $1,000 from Sylvia B. Miner, $1,000 from Antonio Beltran, and $1,000 from Saida Rayas. **26-0673**

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

CONSENT AGENDA - BEST VALUE PROCUREMENTS:

23. The award of Solicitation 2026-0091 Personal Protective Equipment (PPE) Clothing, Cleaning, and Repair to Fire-Dex Inc. dba Fire-Dex GW, LLC dba Gear Wash for an initial term of three (3) years for an estimated amount of $253,596.00. The award also includes a two (2) year option for an estimated amount of $253,596.00. The total contract time is for five (5) years for a total estimated amount of $422,660.00. **26-0676**

Department:	Fire
Award to:	Fire-Dex Inc. dba Fire-Dex GW, LLC dba Gear Wash
City & State:	Medina, OH
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	$84,532.00
Initial Term Estimated Award:	$253,596.00
Option Term Estimated Award:	$169,064.00
Total Estimated Award	$422,660.00
Account(s)	322-1000-22090-522250-P2214
Funding Source(s):	General Fund
District(s):	All

This was a Best Value Bid Procurement for a replacement contract.

The Purchasing & Strategic Sourcing and Fire departments recommend award as indicated to Fire-Dex Inc. dba Fire-Dex GW, LLC dba Gear Wash the highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

All Districts
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Fire, Chief Jonathan P. Killings, (915) 212-5665

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 10:00 a.m. or shortly thereafter. 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. and on Friday, 8:00 a.m. to 12:00 p.m.

24. An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Fire Development, LLC, for the purchase price of $87,000.00; such real property legally described as Lots 15 and 16, Block 17, Map of Lincoln Park Addition, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Volume 13, Page 63, Plat Records of El Paso County, Texas. **26-0665**

District 2
Real Estate Division, Mary Lou Espinoza, (915) 212-0825
Real Estate Division, Mandy Contreras, (915) 212-1874

PUBLIC HEARING WILL BE HELD ON JUNE 23, 2026

25. An Ordinance authorizing the City Manager to sign a deed and any other necessary documents to convey approximately 330.26 acres of land legally described as Laura E. Mundy Survey 234, a portion of Tract 2, El Paso County, Texas. **26-0648**

District 1 and Extraterritorial Jurisdiction
El Paso Water, Alex Vidales, (915) 594-5636
El Paso Water, Rocio Alvarado, (915) 594-5493

PUBLIC HEARING WILL BE HELD ON JUNE 23, 2026

26. An Ordinance terminating the Pinnacle Media, LLC, non-exclusive franchise to place benches at bus stops on City right of way pursuant to the El Paso City **26-0662**

Code that was granted by Ordinance 018002; the penalties being as provided in Section 13.20.110 of the El Paso City Code.

All Districts
Sun Metro Mass Transit, Anthony DeKeyzer, (915) 212-3306
Sun Metro Mass Transit, Karl Rimkus, (915) 212-3317

PUBLIC HEARING WILL BE HELD ON JUNE 23, 2026

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

27. An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Investor Edge Limited Co., for the purchase price of $840,500.00; Such real property legally described as: a portion of Lots 11 through 17, Block 5, Golden Hill Addition, addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Volume 3, Page 35, Plat Records of El Paso County, Texas. **26-0612**

District 8
Real Estate Division, Mary Lou Espinoza, (915) 212-0825
Real Estate Division, Mandy Contreras, (915) 212-1874

28. An Ordinance changing the zoning of the property described as a portion of Tract 11, The Duran and Rivas Resubdivision, 7912 North Loop Drive, City of El Paso, El Paso County, Texas from R-3 (Residential) to S-D (Special Development), pursuant to Section 20.04.360, imposing a condition, and approving a Detailed Site Development Plan pursuant to Section 20.04.150 and 20.10.360 of the El Paso City Code to allow for a restaurant use as permitted in the S-D (Special Development) zone district. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. **26-0441**

Subject Property: 7912 North Loop Dr.
Applicant: Javier Llamas
Case Number: PZRZ25-00024 [POSTPONED FROM 05-26-2026]

District 7
Planning and Inspections, Kevin Smith, (915) 212-1566
Planning and Inspections, Luis F. Zamora, (915) 212-1552

29. An Ordinance changing the zoning of a portion of Tract 6, Laura E. Mundy Survey No. 237, City of El Paso, El Paso County, Texas, from R-5/c (Residential/conditions to C-3/c (Commercial/conditions) and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. **26-0573**

Subject Property: East of Desert North Boulevard and North of Transmountain Road
Applicant: EP Transmountain Residential, LLC
Case Number: PZRZ25-00023

District 1
Planning and Inspections, Kevin Smith, (915) 212-1566
Planning and Inspections, Alejandra González, (915) 212-1506

30. An Ordinance changing the zoning of Lots 1 through 10, Block 28, Alexander Addition, 1401 N. Mesa Street, City of El Paso, El Paso County, Texas from A-3 (Apartment) to C-1 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. **26-0574**

Subject Property: 1401 N. Mesa Street
Applicant: Dirty Freddy, LLC
Case Number: PZRZ25-00031

District 8
Planning and Inspections, Kevin Smith, (915) 212-1566
Planning and Inspections, Alejandra González, (915) 212-1506

31. An Ordinance changing the zoning of Tracts 2A6, 2A6B, 2C2 and 2B2, Block 1, Ysleta Grant, City of El Paso, El Paso County, Texas from A-O/sc (Apartment/Office/special contract) to C-4/sc (Commercial/special contract). The penalty is as provided for in Chapter 20.24 of the El Paso City Code. **26-0575**

Subject Property: Generally Southeast of Americas Ave. and Northeast of North Loop Dr.
Applicant: Ben L. Ivey, LTD
Case Number: PZRZ25-00029

District 6
Planning and Inspections, Kevin Smith, (915) 212-1566
Planning and Inspections, Alejandra González, (915) 212-1506

32. An Ordinance amending the Future Land Use Map (FLUM) contained in "Plan El Paso" for the properties legally described as Tracts 2A6, 2A6B, 2C2 and 2B2, Block 1, Ysleta Grant, City of El Paso, El Paso County, Texas, from O-3, Agriculture to G-7, Industrial and/or Railyards. **26-0576**

Subject Property: Generally Southeast of Americas Ave. and Northeast of North Loop Dr.
Applicant: Ben L. Ivey, LTD.
Case Number: PLCP26-00001

District 6
Planning and Inspections, Kevin Smith, (915) 212-1566
Planning and Inspections, Alejandra González, (915) 212-1506

33. An Ordinance changing the zoning of Tract 17-C-119, Section 8, Block 79, Township 3 Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas from R-3 (Residential) to C-1 (Commercial), and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. **26-0590**

Subject Property: Generally North of Vista del Sol Dr. and West of Joe Battle Blvd.
Applicant: Hammeum, LLC
Case Number: PZRZ26-00005

District 6
Planning and Inspections, Kevin Smith, (915) 212-1566
Planning and Inspections, Alejandra González, (915) 212-1506

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

34. Discussion and action to direct the City Manager and City Attorney to develop a policy that will safeguard taxpayers from covering public safety and venue costs when candidates choose to visit the city while on the campaign trail. The policy should include an upfront deposit that will cover the projected cost of the event. It is requested that this policy be brought to the council within 60 days. **26-0716**

All Districts
Members of the City Council, Representative Lily Limón, (915) 212-0007

35. Discussion and action to approve a Resolution authorizing the City Manager to collect hotel occupancy taxes on short-term rentals in accordance with Section 156.001(3)(b) of the Texas Tax Code. **26-0726**

All Districts
Members of the City Council, Art Fierro, (915) 212-0006
Members of the City Council, Deanna Maldonado-Rocha, (915) 212-0003

36. Discussion and action that City Council declares the expenditure of District 6 discretionary funds, in an amount not to exceed $2,000.00 for initial costs related to the new Adopt-a-Street Program, which serves the municipal purpose of improving the visual impression of the community and promoting community interest in the beautification of the City of El Paso. **26-0727**

All Districts
Members of the City Council, Representative Art Fierro, (915) 212-0006

37. Discussion and action to direct the City Manager and City Attorney to initiate negotiations to terminate the Chapter 380 Economic Development Program Agreement and any related incentive agreements with Wurldwide LLC and Meta Platforms, Inc., in light of significant public concern regarding utility affordability, water resources, environmental impacts, infrastructure burdens, transparency concerns, questions regarding contractual enforceability and governmental immunity, and the adequacy of projected public benefits associated with the project. **26-0728**

All Districts
Members of the City Council, Representative Josh Acevedo, (915) 212-0002
Members of the City Council, Representative Lily Limón, (915) 212-0007

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

38. Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2026-0169 Pro Patch Proprietary Parts to HD Industries, Inc., the sole and authorized distributor of the Pro Patch Asphalt Pothole Patcher and associated parts for a term of three (3) years for an estimated amount of $360,000.00. Supplier will be **26-0668**

required to provide an updated sole source letter and affidavit each year.

Department:	Streets and Maintenance
Award to:	HD Industries, Inc.
City & State:	Jacksonville, TX
Item(s):	All
Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$120,000.00
Term Estimated Award:	$360,000.00
Option Term Estimated Award:	$N/A
Total Estimated Award	$360,000.00
Account(s)	532-3600-531210-37020-P3701
Funding Source(s):	Internal Service Fund
District(s):	All

Purchasing & Strategic Sourcing and Streets and Maintenance recommend a non-competitive award under Local Government General Exemption: Section 252.022 -
(7) a procurement of items that are available from only one source, including:
(D) captive replacement parts or components for equipment;

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.

All Districts
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Streets and Maintenance, Randy Garcia, (915) 212-7000

REGULAR AGENDA - OTHER BUSINESS:

39. Discussion and action on a Resolution that the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between the City of El Paso (the "City") and the Better Business Bureau (the "Applicant"), a 501(c)(3) non-profit organization, to provide an incentive not to exceed $200,000 to continue the implementation of the Buy El Paso Rewards Program. Funding will be provided via the Impact Auxiliary Fund. **26-0692**

All Districts
Economic and International Development, Alejandra Fuentes, (915) 212-1618
Economic and International Development, Karina Brasgalla, (915) 212-0094

40. Discussion and action on the results of the Sun Metro - Accounts Payable Audit A2026-09. **26-0686**

All Districts
Internal Audit, Adrian Serrano, (915) 212-1365
Internal Audit, Miguel Montiel, (915) 212-1367

41. Discussion and action on the results of Round 10 of the Hotel Occupancy Tax **26-0687**

Audit.

All Districts
Internal Audit, Adrian Serrano, (915) 212-1365
Internal Audit, Miguel Montiel, (915) 212-1367

42. Discussion and action on the results of the Code Enforcement Division Audit A2025-05. **26-0690**

All Districts
Internal Audit, Adrian Serrano, (915) 212-1365
Internal Audit, Miguel Montiel, (915) 212-1367

43. Discussion and action on a Resolution that City Council approval granted in the Resolution of July 1, 2024 to allocate funds from capital asset sales to fund the City of El Paso's local match obligation for the Playa Drain Shared Use Path Project is rescinded upon the City of El Paso's receipt of State Infrastructure Bank loan funds, due to the availability of State Infrastructure Bank loan funding for this purpose, and that, except as herein modified, the Resolution of July 1, 2024 remains in full force and effect. **26-0695**

Districts 3 and 7
Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065
Capital Improvement Department, Margaret Schroeder, (915) 212-0065

44. Discussion and action on a Resolution that City Council approval granted in the Resolution of July 1, 2024 to allocate funds from capital asset sales to fund the City of El Paso's local match obligation for the Sunland Park Shared Use Path Project is rescinded upon the City of El Paso's receipt of State Infrastructure Bank loan funds, due to the availability of State Infrastructure Bank loan funding for this purpose, and that, except as herein modified, the Resolution of July 1, 2024 remains in full force and effect. **26-0696**

District 8
Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065
Capital Improvement Department, Margaret Schroeder, (915) 212-0065

45. Discussion and action on a Resolution that City Council approval granted in the Resolution of July 1, 2024 to allocate funds from capital asset sales to fund the City of El Paso's local match obligation for the Railroad Drive Project is rescinded upon the City of El Paso's receipt of State Infrastructure Bank loan funds, due to the availability of State Infrastructure Bank loan funding for this purpose, and that, except as herein modified, the Resolution of July 1, 2024 remains in full force and effect. **26-0697**

District 4
Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065
Capital Improvement Department, Margaret Schroeder, (915) 212-0065

46. Discussion and action on a Resolution that City Council approval granted in the Resolution of July 1, 2024 to allocate funds from capital asset sales to fund the City of El Paso's local match obligation for the Sun Valley Project is rescinded upon the City of El Paso's receipt of State Infrastructure Bank loan funds, due to the availability of State Infrastructure Bank loan funding for this purpose, and **26-0698**

that, except as herein modified, the Resolution of July 1, 2024 remains in full force and effect.

District 4
Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065
Capital Improvement Department, Margaret Schroeder, (915) 212-0065

47. Discussion and action on a Resolution that City Council approval granted in the Resolution of July 1, 2024 to allocate funds from capital asset sales to fund the City of El Paso's local match obligation for the Traffic Management Center Updates Phases 2 and 3 (TMCU) Project is rescinded upon the City of El Paso's receipt of State Infrastructure Bank loan funds, due to the availability of State Infrastructure Bank loan funding for this purpose, and that, except as herein modified, the Resolution of July 1, 2024 remains in full force and effect. **26-0699**

All Districts
Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065
Capital Improvement Department, Margaret Schroeder, (915) 212-0065

48. Discussion and action on a Resolution that the City Council hereby accepts the State Infrastructure Bank (SIB) loan agreement in its substantially final form in order to secure receipt of funds in the amount of Four Hundred Fifty-Eight Thousand Dollars ($458,000.00), to be fully repaid over no more than twenty five (25) years, for SIB loan number S2026-005-07 Playa Drain Shared Use Path, to finance the City's local match and actual cost of construction, environmental, utility relocation, engineering, and right of way acquisition of the Project, that the City Council hereby authorizes the City Manager to execute the State Infrastructure Bank loan agreement, together with all required documentation, to effectuate the City's intent to borrow such funds, and that the City Council further authorizes the City Manager to take or perform any actions required for implementation of this Resolution to receive funding from the State Infrastructure Bank and authorizes the City Manager, or designee, to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended. **26-0680**

Districts 3 and 7
Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065
Capital Improvement Department, Margaret Schroeder, (915) 212-0065

49. Discussion and action on a Resolution that the City Council hereby accepts the State Infrastructure Bank loan agreement in its substantially final form in order to secure receipt of funds in the amount of Three Million Eight Hundred Thirteen Thousand Dollars ($3,813,000.00), to be fully repaid over no more than twenty five (25) years, for SIB loan number S2026-008-10 Sunland Park Shared Use Path, to finance the City's local match and actual cost of construction, environmental, utility relocation, engineering, and right of way acquisition of the Project, that the City Council hereby authorizes the City Manager to execute the State Infrastructure Bank loan agreement, together with all required documentation, to effectuate the City's intent to borrow such funds, and that the City Council further authorizes the City Manager to take or perform any actions required for implementation of this Resolution to receive funding from the State Infrastructure Bank and authorizes the City Manager, or designee, to effectuate any budget transfers and execute any contracts and/or related documents **26-0684**

necessary to ensure that the funds are properly expended.

District 8
Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065
Capital Improvement Department, Margaret Schroeder, (915) 212-0065

50. Discussion and action on a Resolution that the City Council hereby accepts the State Infrastructure Bank loan agreement in its substantially final form in order to secure receipt of funds in the amount of Four Million Sixty-Seven Thousand Dollars ($4,067,000.00), to be fully repaid over no more than twenty-five (25) years, for SIB loan number S2026-006-08 Reconstruction of Railroad Drive, to finance the City's local match and actual cost of construction, environmental, utility relocation, engineering, and right of way acquisition of the Project, that the City Council hereby authorizes the City Manager to execute the State Infrastructure Bank loan agreement, together with all required documentation, to effectuate the City's intent to borrow such funds, and that the City Council further authorizes the City Manager to take or perform any actions required for implementation of this Resolution to receive funding from the State Infrastructure Bank and authorizes the City Manager, or designee, to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended. **26-0678**

District 4
Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065
Capital Improvement Department, Margaret Schroeder, (915) 212-0065

51. Discussion and action on a Resolution that the City Council hereby accepts the State Infrastructure Bank loan agreement in its substantially final form in order to secure receipt of funds in the amount of Four Hundred Eighty-Four Thousand Dollars ($484,000.00), to be fully repaid over no more than twenty five (25) years, for SIB loan number S2026-007-09 Sun Valley Street Improvements, to finance the City's local match and actual cost of construction, environmental, utility relocation, engineering, and right of way acquisition of the Project, that the City Council hereby authorizes the City Manager to execute the State Infrastructure Bank loan agreement, together with all required documentation, to effectuate the City's intent to borrow such funds, and that the City Council further authorizes the City Manager to take or perform any actions required for implementation of this Resolution to receive funding from the State Infrastructure Bank and authorizes the City Manager, or designee, to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended. **26-0681**

District 4
Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065
Capital Improvement Department, Margaret Schroeder, (915) 212-0065

52. Discussion and action on a Resolution that the City Council hereby accepts the State Infrastructure Bank loan agreement in its substantially final form in order to secure receipt of funds in the amount of Six Million Dollars ($6,000,000.00), to be fully repaid over no more than twenty five (25) years, for SIB loan number S2026-001-05 Traffic Management Center Upgrades Phase 2-5, to finance the City's local match and actual cost of construction of the Project, that the City Council hereby authorizes the City Manager to execute the State Infrastructure **26-0685**

Bank loan agreement, together with all required documentation, to effectuate the City's intent to borrow such funds, and that the City Council further authorizes the City Manager to take or perform any actions required for implementation of this Resolution to receive funding from the State Infrastructure Bank and authorizes the City Manager, or designee, to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended.

All Districts
Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065
Capital Improvement Department, Margaret Schroeder, (915) 212-0065

EXECUTIVE SESSION

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

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

ADJOURN

NOTICE TO THE PUBLIC:

Sign Language interpreters are provided for Regular City Council Meetings. If you need Spanish Interpretation Services, please email CityClerk@elpasotexas.gov by 12:00 p.m. on the Friday before the meeting.

Si usted necesita servicios de interpretación en español, favor de enviar un correo electrónico a CityClerk@elpasotexas.gov a mas tardar a las 12:00 p.m. del viernes previo a la fecha de la junta.

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

http://www.elpasotexas.gov/

File #: 26-0694, **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 May 26, 2026, and the Work Session of May 27, 2026.

RENARD U. JOHNSON
MAYOR

DIONNE MACK
CITY MANAGER

CITY COUNCIL
ALEJANDRA CHÁVEZ, DISTRICT 1
JOSH ACEVEDO, DISTRICT 2
DEANNA MALDONADO-ROCHA, DISTRICT 3
CYNTHIA BOYAR TREJO, DISTRICT 4
IVAN NIÑO, DISTRICT 5
ART FIERRO, DISTRICT 6
LILY LIMÓN, DISTRICT 7
CHRIS CANALES, DISTRICT 8

MINUTES FOR REGULAR COUNCIL MEETING

May 26, 2026
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:00 AM

……

9:00 A.M. PLEDGE OF ALLEGIANCE

LORETTO ELEMENTARY SCHOOL AT THE INVITATION OF REPRESENTATIVE LILY LIMÓN

Camila Lopez
Paris Landa

……

MAYOR'S PROCLAMATIONS

Amistad 50th Anniversary

2026 TOP COPS Award: Officer Mark Perez & Officer Amairani Giner

NEBA: Small Business Impact

Interpreter Appreciation Day

National Apprenticeship Week

……

10:00 AM ROLL CALL

……

The City Council of the City of El Paso met on the above time and date. The meeting was called to order at 10:18 a.m. Mayor Renard Johnson was present and presiding, and the following Council Members answered roll call: Alejandra Chávez. Josh Acevedo, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Ivan Niño, Art Fierro, Lily Limón, and Chris Canales.

……

INVOCATION BY PASTOR BOBBY GARCIA FROM GRACE CHRISTIAN CHURCH

……

PUBLIC COMMENT ON CONSENT AGENDA AND REGULAR AGENDA ITEMS

……

The following members of the public commented on Item 22

1 Jonathan Zayan
2 Courtney Barraza
3 James Barraza
4 Juan Gomez
5 Cynthia Lozano
12 Ariana Eiker
13 Philip Sullivan
14 Marco Sanchez
15 Wesley Lawrence
16 Veronica Carbajal
23 Jay Mania
24 Saul Gonzalez
25 David Espino
26 Celina Galicia
27 Citlali Delgado

6 Serenity De La Torre	17 Chris Guevara	28 Adrian Monroy
7 Andrew Griñé	18 Juan Ortiz	29 Miguel Escoto
8 Claudia Contreras Siller	19 Karen Lozano	30 Nadia Antowan
9 Mary Woodruff	20 Pedro Fernandez	31 Corinthean Sanchez
10 Krystal Martinez	21 Minerva Torres Shelton	32 Xavier Miranda
11 Claire Wells	22 Rosemary Sandoval	33. Michael Ramirez

……

CALL TO THE PUBLIC (CITY-RELATED NON-AGENDA ITEMS):

……

The following members of the public commented:

1. Elizabeth Crawford
2. John Guillen
3. Marcy Chavez
4. Claudia Contreras Siller
5. Bruno Vasquez
6. Rico Velasquez
7. Fred Evans
8. Patricia Osmond
9. Rene Fierro

……

NOTICE TO THE PUBLIC

……

1ST MOTION

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Fierro, 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 Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

2ND MOTION

Motion made, seconded, and unanimously carried to **RECONSIDER** the Consent Agenda to allow for public comment on item #9.

3RD AND FINAL MOTION

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Fierro, 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 Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……

1. *Motion made, seconded, and unanimously carried to **APPROVE** the Minutes of the Regular City Council Meeting of May 12, 2026, and the Work Session of May 11, 2026.

……

CONSENT AGENDA – REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

……

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

……..…….

CONSENT AGENDA – RESOLUTIONS:

……..…….

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

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

That the City Manager, or designee, be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Terracon Consultants, Inc., for a project known as "2026-0264R Geotechnical & Material Testing Services for the Eastside Regional Park Phase 2 Project" for an amount not to exceed $91,747.00; that the City Engineer is authorized to approve additional Basic Services and reimbursables in an amount not to exceed $50,000.00 and is authorized to approve Additional Service in an amount not to exceed $50,000.00, if such Basic and Additional Services are necessary for proper execution of the Project and the increased amounts are within the Project budget, for a total budget of $191,747.00; and that the City Manager, or designee, is authorized to establish the funding source and make necessary budget transfers and execute all documents necessary for execution of the Agreement.

……..…….

4. *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 the Amendment to the Consent to Assignment Agreement by and between the City of El Paso (**"City"**), CONSOR ENGINEERS, LLC (**"Assignor"**), and CONSOR NORTH AMERICA, INC. (**"Assignee"**) to correct "Appendix 1" of the Consent to Assignment Agreement by adding an inadvertently omitted contract (Solicitation #2025-0327R) to the list of assigned contracts.

……..…….

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 two-year On-Call Agreement for Professional Services to perform Mechanical and Engineering services on a task-by-task basis by and between the by City of El Paso and each of the following 3 consultants:

1. Bath Group, LLC
2. EMA Engineering & Consulting, Inc.
3. Parkhill, Smith & Cooper, Inc.

Each On-Call Agreement will be for an amount not to exceed $250,000.00, and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed $50,000.00 and authorization for the City Engineer to approve Additional Services for an amount not to exceed $50,000.00 if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

……..…….

CONSENT AGENDA – BOARD APPOINTMENTS:

6. *Motion made, seconded, and unanimously carried to **APPOINT** Michael E. Grady to the City Accessibility Advisory Committee by Mayor Renard U. Johnson.

7. *Motion made, seconded, and unanimously carried to **APPOINT** Sarah Catherine Brown to the Animal Shelter Advisory Committee by Representative Ivan Niño, District 5.

8. *Motion made, seconded, and unanimously carried to **APPOINT** Alison Rivera to the City Accessibility Advisory Committee by Representative Josh Acevedo, District 2.

CONSENT AGENDA – NOTICE FOR NOTATION:

9. *Motion made, seconded, and unanimously carried to **NOTE** the P-Card Transactions for the period of March 21, 2026 to April 20, 2026 Special Projects, and Discretionary fund expenditures for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

Ms. Patricia Osmond, citizen, commented.

CONSENT AGENDA – NOTICE OF CAMPAIGN CONTRIBUTIONS:

10. *Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Joseph "Sam" Armijo, candidate for District 1, in the amount of $500.00 loan to campaign from Dr. J.S. Armijo.

CONSENT AGENDA - REQUESTS TO ISSUE PURCHASE ORDERS:

11. *Motion made, seconded, and unanimously carried to **AWARD** Change Order #4 for Solicitation 2024-0124N2 Job Order Contracting and Facilities Construction Contract, Veterans Pool Improvements to Noble General Contractors, LLC. for a total of $109,110.03. Approval will allow the City to proceed with additional scope of work to enhance the aesthetics and operational efficiency to the existing bathrooms.

CONSENT AGENDA – BIDS:

12. *Motion made, seconded, and unanimously carried to **AWARD** Solicitation 2026-0155 Allison Proprietary Parts and Service to Stewart & Stevenson, LLC dba Stewart & Stevenson Power Products, LLC for a term of three (3) years for an estimated amount of $765,000.00.

Department:	Fire
Award to:	Stewart & Stevenson, LLC dba Stewart & Stevenson Power Products, LLC
City & State:	Houston, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$255,000.00
Initial Term Estimated Award:	$765,000.00
Option Term Estimated Award:	N/A

Total Estimated Award:	$765,000.00
Accounts:	322 - 1000 - 22090 - P2216 - 532080 322 - 1000 - 22090 - P2216 - 531180 322 - 1000 - 22090 - P2216 - 530040 532 - 3600 - 37020 - P3701- 531250
Funding Sources:	General Fund Lubricants Antifreeze Internal Service Fund
District(s):	All

This was a Low Bid Procurement for a replacement contract.

The Purchasing & Strategic Sourcing and Fire Departments recommend award as indicated to Stewart & Stevenson, LLC dba Stewart & Stevenson Power Products, 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.

……

The City Council Meeting was **RECESSED** at 12:34 p.m. for lunch

The City Council Meeting was **RECONVENED** at 1:34 p.m.

……

REGULAR AGENDA – FIRST READING OF ORDINANCES:

……

Motion made by Representative Limón, seconded by Representative Chávez, 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 Chávez, Acevedo, Maldonado-Rocha, and Limón
NAYS: None
NOT PRESENT FOR THE VOTE: Representatives Boyar Trejo, Niño, Fierro, and Canales

……

13. An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Investor Edge Limited Co., for the purchase price of $840,500.00; Such real property legally described as: a portion of Lots 11 through 17, Block 5, Golden Hill Addition, addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Volume 3, Page 35, Plat Records of El Paso County, Texas.

……

PUBLIC HEARING WILL BE HELD ON JUNE 9, 2026

……

14. An Ordinance granting Special Permit No. PZST24-00019, to allow for a 67% parking reduction on the property described as Lots 17 through 21, Block 97, East El Paso Addition, 2928 Pershing Drive, City of El Paso, El Paso County, Texas, pursuant to Section 20.14.070 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

Subject Property: 2928 Pershing Drive
Applicant: Jefferson Apartments, LLC
Case Number: PZST24-00019

……

15. An Ordinance changing the zoning of a portion of Tracts 1 through 17, Palmdale Acres, as filed in Volume 12, Page 9 of the plat records of El Paso County, Texas, and a portion of Vacated Dairy Road, Block 20, Ysleta Grant, 7321 North Loop Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to C-2 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

Subject Property: 7321 North Loop Drive
Applicant: Farmers Select, LLC
Case Number: PZRZ25-00012

……

PUBLIC HEARINGS WILL BE HELD ON JUNE 23, 2026, FOR ITEMS 14 AND 15

……

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

……

16. **ITEMS 16 AND 17 WERE TAKEN TOGETHER**

ORDINANCE 019876

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING EL PASO CITY CODE TITLE 9 (HEALTH AND SAFETY), CHAPTER 9.52 (FIRE PREVENTION CODE) TO INCLUDE THE FOLLOWING LOCAL AMENDMENTS TO THE 2021 INTERNATIONAL FIRE CODE UNDER 9.52.030.20 SECTION 104.8.2 TECHNICAL ASSISTANCE AND 9.52.030.21 SECTION 108.2 INSPECTIONS, THE PENALTY BEING AS PROVIDED IN SECTION 9.52.030.12 (VIOLATIONS AND PENALTIES) OF THE EL PASO CITY CODE.**

17. **ORDINANCE 019877**

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING EL PASO CITY CODE TITLE 18 (BUILDING AND CONSTRUCTION), CHAPTER 18.02 (BUILDING AND CONSTRUCTION ADMINISTRATIVE CODE), SECTION 18.02.107 (INSPECTIONS), SUBSECTION 18.02.107.15 (THIRD PARTY SERVICE PROVIDERS), TO ADD PROVISIONS FOR THIRD PARTY FIRE PLAN REVIEW AND INSPECTION SERVICES. THE PENALTY IS AS PROVIDED FOR IN SECTION 18.02.115 AND SECTION 9.52.030.17 OF THE EL PASO CITY CODE.**

Mr. Daniel Chavira, Building and Permitting Development Program Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representative Acevedo commented.

Motion duly made by Representative Limón, seconded by Representative Chávez, and carried that the Ordinances be **ADOPTED.**

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinances which when so done resulted as follows:

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

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

……

18. **ITEM:** An Ordinance changing the zoning of the property described as a portion of Tract 11, The Duran and Rivas Resubdivision, 7912 North Loop Drive, City of El Paso, El Paso County, Texas from R-3 (Residential) to S-D (Special Development), pursuant to Section 20.04.360, imposing a condition, and approving a Detailed Site Development Plan pursuant to Section 20.04.150 and 20.10.360 of the El Paso City Code to allow for a restaurant use as permitted in the S-D (Special Development) zone district. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

Subject Property: 7912 North Loop Dr.
Applicant: Javier Llamas
Case Number: PZRZ25-00024

Mr. Luis Zamora, Chief Planner and Zoning Administrator, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representative Limón commented.

Ms. Joanna Casillas, citizen, commented.

Motion made by Representative Limón, seconded by Representative Chávez, and unanimously carried to **POSTPONE** the public hearing for **TWO WEEKS**.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……

19. **ORDINANCE 019878**

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF THE NORTH 59 FEET OF TRACT 49 AND THE SOUTH 59 FEET OF THE NORTH 118 FEET OF TRACT 49, MAP OF SUNRISE ACRES, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-4 (RESIDENTIAL) TO A-2 (APARTMENT). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

Mr. Luis Zamora, Chief Planner and Zoning Administrator, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Motion duly made by Representative Acevedo, seconded by Representative Fierro, 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 Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

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

……

REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL:

……

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

WHEREAS, by Resolution of March 13, 2007, the City Council of the City of El Paso created the Camino Real Regional Mobility Authority (CRRMA) and named its initial Board; and

WHEREAS, in accordance with Section 370.251 of the Texas Transportation Code and the City of El Paso's Petition and Request for Authorization to Form the Camino Real Regional Mobility Authority, as approved by the Texas Transportation Commission, the term for the CRRMA Board positions expire on February 1 of each year; and

WHEREAS, the terms for Position 1 and Position 5 are currently expired and Monica L. Perez and Christopher Lindner are occupying these positions as holdover members until such time as reappointments occur or new members are appointed to the positions; and

WHEREAS, in an effort to ensure the continuity of the CRRMA through the avoidance of any vacancies in City-appointed positions of the CRRMA Board, the City Council desires to make reappointments to Position 1 and Position 5, with an effective date of February 1, 2026.

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

That the City of El Paso hereby reappoints the following board members to the Camino Real Regional Mobility Authority Board for the positions identified below, effective February 1, 2026:

Monica L. Perez, Position 1, term expiring February 1, 2028.
Christopher Lindner, Position 5, term expiring February 1, 2028

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

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

21. **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 Council declares that the expenditure of District 7 discretionary funds, in an amount not to exceed $845.00, to support the Ralph T. Cloud-Bel Air Community Neighborhood Association Community Cookout, including but not limited to, rental supplies, serves the municipal purpose of fostering a positive community atmosphere, supporting local initiatives, and enhancing the overall quality of life for El Paso residents; and

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

That the City Manager, or designee, be authorized to return any unspent funds related to this project to the District 7 Discretionary Fund Account, with all such funds to

be returned no later than December 31, 2026.

Motion made by Representative Limón, seconded by Representative Fierro, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……..……

22. **ITEM:** Discussion and action to adopt as a general policy direction of the City of El Paso that future development of hyperscale data centers should not be actively recruited, pursued, or incentivized due to their misalignment with the City's long-term sustainability and infrastructure resilience goals; that hyperscale data centers shall not be considered for tax abatements, rebates, permit fee waivers, public financing assistance, economic development grants, or similar economic development tools; and that the policy directions effectuated by this action remain in effect until and unless reversed by the City Council. Further, directing the City Manager to continue the ongoing process for the development of a future-focused Data Center Policy Framework for consideration by the City Council.

Mayor Johnson and Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales commented.

Ms. Dionne Mack, City Manager, commented.

The following members of the public commented at the time the item was discussed:

1. Joshua Drewes
2. Patricia Osmond

The following members of the public submitted statements, mostly in support of the item.

1 Adrian Robles	36 Daniel Martinez	72 Ellen Brissette	107 Fernando Martinez
2 Ares Gonzalez	37 Ryan	73 Alicia Glover	108 Scott
3 Patricia Madrid	38 Jenna Alberts Perez	74 Steve Glover	109 Ryan Vicente
4 Janice Kruse	39 Isabella Saenz	75 Rachel Beazer	110 John Gilbreath
5 Cesar Lara	40 Christian Solis	76 Elizabeth Ramirez	111 Sergio Ornelas
6 Ana Vazquez	41 Yadira Corral	77 Roxana Rodriguez	112 Destinee
7 Brian J Miller	42 Cecilia Nevarez	78 Grace Zhao	113 Chris Rodriguez
8 Rosa I Talamantes	43 Rebecca Guerrero	79 Nicole Gomez	114 Melissa Lugo
9 Jesus Tellez	44 Krystal Martinez	80 Jenny Solo	115 Laura Olivas
10 Mariela Rivers	45 Darlina M. Bolding	81 Verónica Valles	116 Evvyanna buch
11 Nora Benavides	46 Sofia G. Rochin	82 Grace Aldaz	117 Peggy
12 Amanda Arreola	47 Elizabeth Luna	83 Katia Flores	118 Elizabeth Ortiz
13 Isabel Hernandez	48 Corinthean Sanchez	84 Alexa Farpon	119 Jazmin Ortega
14 Kristine Chavez	49 Catherine Cardenas	85 Rudy Guzmán III	120 Victoria Molinar
15 Julia Contreras	50 Jessica Perez	86 Anaiah Moralez	121 Marcella Carrillo
16 Robert Edwards	51 Luis Jaquez	87 Carolina Reyes	122 Vianney A. Contreras
17 Evelyn Anguiano	52 Angelica Lee	88 Mia Olivas	123 Elva Villagran
18 David Torres	53 Lilia Dominguez	89 Aloe Valenzuela	124 Ernestina Siqueiros
19 Candace Cano	54 Desiree Campos	90 Lesley Barajas	125 Aby Perea
20 Rita Garcia	55 Taria Brown	91 Sylvia Searfoss	126 Kathy Staudt
21 Cynthia Carlos	56 Cynthia Rodríguez	92 Terenz Dayrit	
22 Perla Ramirez	57 Alejandro Rodriguez	93 CM Rose	
23 Beatrice Pacheco	58 Kayla Nobriga	94 Vanessa Santiago	
24 Marco Rosales	59 Kreg Martinez	95 Jacqueline Horn	

25 Ricardo Diaz 26 Crystal Parga 27 Irma Ogden 28 Jacob N Fourzan 29 James Courtright 30 Christine Regalado 31 Ann Montoya 32 Susana Rodriguez 33 Chad Castro 34 Paola Bonham 35 Alicia Lowe	60 Rosa I Duarte 61 Danielle Brissette 62 S. Ochoa 63 Veronica Gallegos 64 Antonio Rodriguez 65 Raymond Martinez 67 Rodolfo Parra Jr. 67 Brianna Alvarado 68 Sonia Ramos 69 Rudy Guzmán III 70 Leonardo Flores 71 Natalia Gomez	96 Liz J 97 Rachael Michalak 98 Sara Rodriguez 99 Betsy Gonzalez 100 Andrew Cutler 101 Jermaine Williams 102 Erin Bill 103 Luz Cervera 104 Sabine 105 Janet Martinez 106 Amanda Franco	127 Maria J. Contreras 128 Juan Flores 129 Morgan Van Ameyde 130 Edgar Peay Ruiz 131 Denise Herrera 132 Tod G. Grice 133 Juliana Lopez 134 Kathleen Harris 135 Jose Diaz	

Motion made by Representative Canales, seconded by Representative Limón, and unanimously carried to **APPROVE** the item.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

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REGULAR AGENDA – OPERATIONAL FOCUS UPDATES:

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23. This presentation will provide an overview of the engagement process that informed the proposed updates to the Future Land Use Map.

Ms. Kasi Schnell, Comprehensive Plan Project Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Chávez and Maldonado-Rocha commented.

Mr. Alex Hoffman, Capital Improvement Planning Assistant Director, commented.

NO ACTION was taken on this item.

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24. Management Update on a cross-functional team focused on anti-littering and illegal dumping for the City of El Paso.

The following City staff members presented a PowerPoint presentation (copy on file in the City Clerk's Office):

- Mr. Nicholas Ybarra, Environmental Services Director
- Mr. Steve Alvarado, Code Enforcement Director
- Assistant Police Chief John Lanahan III
- Ms. Laura Cruz-Acosta, Strategic Communications Director

Mayor Johnson and Representatives Chávez, Acevedo, Niño, Fierro, and Limón commented.

Ms. Dionne Mack, City Manager, commented.

NO ACTION was taken on this item.

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REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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25. **ITEM:** Discussion and action on the award of Solicitation 2026-0247R Professional Services for Build Back Better Regional Challenge, Advance Manufacturing Aerospace and Defense Program to the following suppliers: 1) The George E. Brown United States Mexico Foundation for Science, Inc., 2) National Center for Defense Manufacturing and Machining, 3) El Paso Community College District, 4) El Paso Community Foundation, 5) Alma Edilia Corona Garcia, 6) Laura P. Butler dba Pioneers 21 for the term of the grant for a total estimated amount of $9,467,394.15.

The following staff members presented a PowerPoint presentation (copy on file in the City Clerk's Office).

- Ms. Crystal Paz, Lead Procurement and Contract Analyst
- Mr. Omar Martinez, Legislative Affairs Assistant Director

Representatives Chávez, Acevedo, Maldonado-Rocha, and Boyar Trejo commented.

Ms. Claudia Garcia, Purchasing and Strategic Sourcing Director, commented.

Ms. Patricia Osmond, citizen, commented.

1ST MOTION
*Motion, made, seconded and unanimously carried to **REVISE** the item to correct the spelling of the supplier listed under Task 4 from "Elidia" to "Edilia".

2ND AND FINAL MOTION
Motion made by Representative Limón, seconded by Representative Fierro, and carried to **AWARD, AS REVISED,** Solicitation 2026-0247R Professional Services for Build Back Better Regional Challenge, Advance Manufacturing Aerospace and Defense Program to the following suppliers: 1) The George E. Brown United States Mexico Foundation for Science, Inc., 2) National Center for Defense Manufacturing and Machining, 3) El Paso Community College District, 4) El Paso Community Foundation, 5) Alma Edilia Corona Garcia, 6)Laura P. Butler dba Pioneers 21 for the term of the grant for a total estimated amount of $9,467,394.15.

Department:	Strategic and Legislative Affairs
Item:	**Task 1**
Award to Supplier 1:	The George E. Brown United States Mexico Foundation for Science, Inc.
City & State:	Washington, DC
Award to Supplier 2:	National Center for Defense Manufacturing and Machining
City & State:	Johnstown, PA
Task Estimated Award:	$967,394.15
Item:	**Task 2**
Award to Supplier 1:	El Paso Community College District
City & State:	El Paso, TX
Award to Supplier 2:	National Center for Defense Manufacturing and Machining
City & State:	Johnstown, PA
Task Estimated Award:	$1,000,000.00
Item:	**Task 3**
Award to Supplier 1:	The George E. Brown United States Mexico Foundation for Science, Inc.
City & State:	Washington, DC

Award to Supplier 2:	El Paso Community Foundation
City & State:	El Paso, TX
Task Estimated Award:	$2,000,000.00

Item:	**Task 4**
Award to Supplier 1:	Alma Edilia Corona Garcia
City & State:	El Paso, TX
Award to Supplier 2:	National Center for Defense Manufacturing and Machining
City & State:	Johnstown, PA
Task Estimated Award:	$2,000,000.00

Item:	**Task 5**
Award to Supplier 1:	National Center for Defense Manufacturing and Machining
City & State:	Johnstown, PA
Task Estimated Award:	$1,300,000.00

Item:	**Task 6**
Award to Supplier 1:	National Center for Defense Manufacturing and Machining
City & State:	Johnstown, PA
Task Estimated Award:	$900,000.00

Item:	**Task 7**
Award to Supplier 1:	National Center for Defense Manufacturing and Machining
City & State:	Johnstown, PA
Award to Supplier 2:	Laura P. Butler dba Pioneers 21
City & State:	El Paso, TX
Task Estimated Award:	$1,300,000.00

Total Estimated Award:	$9,467,394.15
Account(s):	105 - 2223 - 11505 - G0526BBBRC
Funding Source(s):	Strategic & Legislative Affairs Grants - Build Back Better Regional Challenge
District(s):	All

This was a Request for Proposals Procurement for new contracts.

The Purchasing and Strategic Sourcing and Strategic and Legislative Affairs Departments recommend award as indicated to 1) The George E. Brown United States Mexico Foundation for Science, Inc., 2) National Center for Defense Manufacturing and Machining, 3) El Paso Community College District, 4) El Paso Community Foundation, 5) Alma Edilia Corona Garcia, 6) Laura P. Butler dba Pioneers 21 the highest ranked offerors based on the evaluation factors established in the evaluation criteria for each task.

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.

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

AYES: Representatives Chávez, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales

NAYS: Representative Acevedo

……

26. Motion made by Representative Limón, seconded by Representative Fierro, and unanimously carried to **AWARD** Solicitation 2026-0201 Barricade Rental Services to Contractor's Barricade Service, Inc. dba Apache Barricade & Sign for an initial term of three (3) years for an estimated amount of $1,368,008.00. The award also includes a two (2) year option for an estimated amount of $912,005.34. The total contract time is for five (5) years for a total estimated amount of $2,280,013.34.

Department:	Streets and Maintenance
Award to:	Contractor's Barricade Service, Inc. dba Apache Barricade & Sign
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	$456,002.67
Initial Term Estimated Award:	$1,368,008.00
Option Term Estimated Award:	$912,005.34
Total Estimated Award	$2,280,013.34
Account(s):	532 - 1000 - 32120 - 532030 - P3210
Funding Source(s):	General Fund
District(s):	All

This was a Low Bid Procurement for a replacement contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance departments recommend award as indicated to Contractor's Barricade Service, Inc. dba Apache Barricade & Sign, 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.

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

Mr. Randy Garcia, Streets and Maintenance Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Johnson commented.

AYES: Representatives Chávez, Acevedo, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None
NOT PRESENT FOR THE VOTE: Representative Maldonado-Rocha

……

27. Motion made by Representative Limón, seconded by Representative Fierro, and unanimously carried to **AWARD** 2026-0250 Preformed Street Markings to Geveko Markings, Inc. for an initial term of three (3) years for an estimated amount of $1,525,029.30. The award also includes a two (2) year option for an estimated amount of $1,016,686.20. The total contract time is for five (5) years for a total estimated amount of $2,541,715.50.

Department:	Streets and Maintenance
Award to:	Geveko Markings Inc.
City & State:	Gainesville, GA
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	$508,343.10
Initial Term Estimated Award:	$1,525,029.30
Option Term Estimated Award:	$1,016,686.20
Total Estimated Award:	$2,541,715.50
Account(s):	532-1000-531220-32020-P3254.
Funding Source(s):	General Fund
District(s):	All

This was a Low Bid Procurement for a replacement contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Geveko Markings 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.

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 or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.

Mr. Randy Garcia, Streets and Maintenance Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Johnson and Representative Limón commented.

Mr. Eduardo Maldonado, Procurement Analyst, commented.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

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28. Motion made by Representative Limón, seconded by Representative Canales, and unanimously carried to **AWARD** Solicitation 2026-0090 Various Veterinary Supplies & Medication to the following suppliers: 1) MedFirst Healthcare Supply, Inc., 2) Patterson Veterinary Supply Inc, 3) Dr. M Ghumman dba Wholesale Medical Midwest, LLC. for a total estimated amount of $7,699,181.40.

Department:	Animal Services
Award to Supplier 1:	MedFirst Healthcare Supply, Inc.
City & State:	Wildwood, FL
Item(s):	Group IV: 32,34,37,38,39,40, 42,43,56,57,58,62,65,67
Term:	3 Years

Option Terms:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$160,947.00
Initial Term Estimated Award:	$482,841.00
Option Term Estimated Award:	N/A
Total Estimated Award:	$482,841.00

Award to Supplier 2:	Patterson Veterinary Supply, Inc
City & State:	St. Paul, MN
Item(s):	Group I: 1,3,4,5,6,7,8,9,10,11,12,13,14,15,16, 17,18,19,20,21,22,24,25, 26,27,28,29, 30,31,32,33,34,35,36,37,38,39,40,41, 42,43,44,45,46,47,48,49,50,51,53,54, 55,56,57,58,59,60,61,62,63,64,65,66, 67,68,69,70,73 Group II: 1,2,3,4,5,7,8,9,10,11,12,13,14,15,16,17, 18,19,20,21,22,23,24,25,26,27,28,29,30,34,35 Group III: 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16, 17,18,19,20,21,22,23,24,25,26,27,28, 29,30,31,32,33 Group IV: 1,2,3,4,5,6,7,8,9,10,11,12,14,15,16,18, 19,20,21,22,23,24,25,26,28,29,30,31,35, 36,41,44,45,46,47,48,49,50,51,52,53,59 60,66,68,69,70,71,72,73,74,75,76,77,78,79
Term:	3 Years
Option Terms:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$2,387,086.40
Initial Term Estimated Award:	$7,161,259.20
Option Term Estimated Award:	N/A
Total Estimated Award:	$7,161,259.20

Award to Supplier 3:	Dr. M Ghumman dba Wholesale Medical Midwest, LLC
City & State:	Hastings, NE
Item(s):	Group I: 23
Term:	3 Years
Option Terms:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$18,360.40
Term Estimated Award:	$55,081.20
Option Term Estimated Award:	N/A
Total Estimated Award:	$55,081.20

Total Annual Estimated Award:	$2,566,393.80
Total Term Estimated Award:	$7,699,181.40
Total Option Term Estimated Award:	N/A
Total Estimated Award:	$7,699,181.40
Account(s):	225- 2580- 25120- 531120

Funding Source(s): Special Fund
District(s): All

This was a Low Bid Procurement for a replacement contract.

The Purchasing & Strategic Sourcing and Animal Services Departments recommend award as indicated to 1) MedFirst Healthcare Supply, Inc., 2) Patterson Veterinary Supply Inc, 3) Dr. M Ghumman dba Wholesale Medical Midwest, LLC the lowest responsive and responsible bidders.

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.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

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REGULAR AGENDA – OTHER BUSINESS:

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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 is authorized to sign the First Amendment to the Mutual Aid Agreement by and between the City of El Paso and the United States Army Garrison (USAG), Fort Bliss, Texas, updating the area to which the City of El Paso will provide fire and emergency response during emergency conditions occurring within Fort Bliss properties.

Representatives Maldonado-Rocha, Limón, and Canales commented.

The following City staff members commented:

- Ms. Dionne Mack, City Manager
- Assistant Fire Chief Gustavo Tavarez

Ms. Patricia Osmond, citizen, commented.

Motion made by Representative Canales, seconded by Representative Limón, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

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

WHEREAS, on August 19, 2025, pursuant to Section 7.3D of the City of El Paso municipal code, the City Council approved the FY2026 City budget by resolution (“Budget Resolution”); and

WHEREAS, Section 6 of the FY2026 Budget Resolution authorizes the City Manager or designee to make budget transfers between departments and/or non-enterprise funds or

reprogram funds within an enterprise department, not to exceed $100,000, to the extent permitted by law and budget transfers between departments and/or non-enterprise department funds exceeding $100,000 requiring City Council approval; and

WHEREAS, the Fire Department requires a budget transfer in excess of $100,000, which in accordance with Section 6 of the FY2026 Budget Resolution requires City Council approval.

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

THAT, the City Manager, or designee, be authorized to effectuate a budget transfer from 2019 Safety Bond fund balance to Fire Stations No. 4, 18, 29, 30, and 31 for design and construction services, as respectively listed and referenced below:

BT Number	Fund	Project	Increase /(Decrease)
2026-0708	4820	PCP20FDRENOMSTR	(4,444,179.64)
2026-0708	4820	PCP22FS18RENOV7	286,877.64
2026-0708	4820	PCP26FS04RENOV8	1,608,350.00
2026-0708	4820	PCP26FS29RENOV6	1,526,952.00
2026-0708	4820	PCP26FS30RENOV4	318,000.00
2026-0708	4820	PCP26FS31RENOV8	704,000.00

Motion made by Representative Limón, seconded by Representative Fierro, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

31. R E S O L U T I O N

WHEREAS, the United States Department of Transportation (USDOT) has established the Safe Streets and Roads for All (SS4A) Grant Program to support regional, local, and tribal initiatives to prevent roadway deaths and serious injuries; and

WHEREAS, the City of El Paso has adopted a Vision Zero Action Plan that identifies targeted strategies to reduce fatal and serious injury crashes through infrastructure improvements and enhanced post-crash care; and

WHEREAS, the City of El Paso has identified the Safe Routes to Transit and Post-Crash Care Initiative (the "Project") as a priority implementation effort that improves safety along City-owned streets providing access to transit facilities and enhances emergency medical response through the deployment of a prehospital whole blood program; and

WHEREAS, the Project includes targeted infrastructure improvements surrounding high-ridership transit centers, as well as coordination with the El Paso Fire Department to implement post-crash care enhancements aligned with the Safe System Approach.

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

THAT City staff is authorized to prepare and submit an application to the United States Department of Transportation requesting funding through the Safe Streets and Roads for All Grant Program in an amount not to exceed $10,070,000.00 for the Safe Routes to Transit and Post-Crash Care Initiative including a 20% match from the City of El Paso, with such matching funds to be paid from the City of El Paso's General Fund, Vision Zero annual funding allocation.

THAT the City Manager, or designee, is authorized to sign the grant application on behalf of the City, including the submission of any revisions to grant application documents, provided such revisions do not increase the City's 20% match obligation.

Ms. Ana Zendt, Transportation Planning Administrator, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Chávez, Acevedo, and Canales commented.

The following City staff members commented:

- Assistant Fire Chief Gustavo Tavarez
- Mr. Joaquin Rodriguez, Grant Funded Programs Director

1ST MOTION
*Motion made, seconded, and unanimously carried to **MOVE** the item to the **FOREFRONT** of the Regular agenda.

2nd and final MOTION
Motion made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Canales, and carried to **APPROVE** the Resolution.

AYES: Representatives Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: Representatives Chávez

……..…….

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

WHEREAS, on August 19, 2025, pursuant to Section 7.3D of the City of El Paso municipal code, the City Council approved the FY2026 City budget by resolution ("Budget Resolution");

WHEREAS, Section 6 of the FY2026 Budget Resolution authorizes the City Manager or designee to make budget transfers between departments and/or non-enterprise funds or reprogram funds within an enterprise department, not to exceed $100,000, to the extent permitted by law and budget transfers between departments and/or non-enterprise department funds exceeding $100,000 requiring City Council approval;

WHEREAS, the Capital Improvement Department requires a budget transfer in excess of $100,000, which in accordance with Section 6 of the FY2026 Budget Resolution, requires City Council approval; and

WHEREAS, this budget transfer removes the outstanding authorization to issue Certificates of Obligation for the 2019 Capital Plan, adjusts the budget to align to the bond proceeds issued, reprograms funds in the 2018 Capital Plan to complete the Sun City Lights Project.

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

THAT, the City Manager, or designee, be authorized to effectuate a budget transfer to reduce the remaining authorized but unissued amount for the 2019 Capital Plan by $889,056, as no additional Certificates of Obligation will be issued, resulting in a net budget decrease of $212,045.65, and to transfer funds in the 2018 Capital Plan from the PCPBALANCE to the Sun City Lights Project in the amount of $212,045.65, as listed below:

BT Number	Fund	Project	Increase /(Decrease)
2026-0599	4745	PCP19SCL01	(212,045.65)
2026-0599	4743	PCPBALANCE	(212,045.65)
2026-0599	4743	PCP19SCL01	212,045.65

Mayor Johnson and Representatives Boyar Trejo and Canales commented.

The following City staff members commented:

- Ms. Margarita Marin, Comptroller
- Ms. Dionne Mack, City Manager

Ms. Patricia Osmond, citizen, commented.

1ST MOTION
*Motion, made, seconded and unanimously carried to **REVISE** the item to correct the amount posted on the agenda from "$212,046" to "$212,045.65".

2ND AND FINAL MOTION
Motion made by Representative Canales, seconded by Representative Limón, and unanimously carried to **APPROVE** the Resolution, **AS REVISED.**

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

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Motion made by Representative Limón, seconded by Representative Boyar Trejo, and unanimously carried to **ADJOURN** this meeting at 4:34 p.m.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

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APPROVED AS TO CONTENT:

_____
Laura D. Prine, City Clerk

RENARD U. JOHNSON
MAYOR

DIONNE MACK
CITY MANAGER

CITY COUNCIL
ALEJANDRA CHÁVEZ, DISTRICT 1
JOSH ACEVEDO, DISTRICT 2
DEANNA MALDONADO-ROCHA, DISTRICT 3
CYNTHIA BOYAR TREJO, DISTRICT 4
IVAN NIÑO, DISTRICT 5
ART FIERRO, DISTRICT 6
LILY LIMÓN, DISTRICT 7
CHRIS CANALES, DISTRICT 8

WORK SESSION MEETING MINUTES
May 27, 2026
CITY HALL, 300 N. CAMPBELL COUNCIL CHAMBERS AND VIRTUALLY
9:00 A.M.

The City Council met at the above place and date. The meeting was called to order at 9:01 a.m. Mayor Renard Johnson was present and presiding. The following Council Members answered roll call: Alejandra Chávez, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Ivan Niño, and Lily Limón. Late arrival: Josh Acevedo at 9:02 a.m., Art Fierro at 9:06 a.m., and Chris Canales at 9:19 a.m.

AGENDA

EXECUTIVE SESSION

Motion made by Representative Limón, seconded by Representative Boyar Trejo, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION,** at 9:04 a.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the following item:

Section 551.071 CONSULTATION WITH ATTORNEY
Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, and Limón
NAYS: None
NOT PRESENT FOR THE VOTE: Representatives Fierro and Canales

Motion made by Representative Limón, seconded by Representative Chávez, and unanimously carried to **ADJOURN** the Executive Session at 10:04 a.m. and **RECONVENE** the meeting of the City Council at which time a motion was made.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

EX1. In Re: Expenses from 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 Central-Gulf, West North, and Rio Grande Valley Service Areas, OS-25-00029224, HQ#UTILITY-85 (551.071)

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Limón, and unanimously carried to **DELETE** the item.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, and Limón.
NAYS: None
NOT PRESENT FOR THE VOTE: Representatives Fierro and Canales

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EX2. Application of El Paso Electric Company For Approval to Revise Its Energy Efficiency Cost Recovery Factor - PUC#59720; HQ#UTILITY-87 (551.071)

NO ACTION was taken on this item

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EX 3. Discussion regarding Economic Development Opportunities in Central El Paso, Texas HQ#26-ECON-1165 (551.087)

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Limón, and unanimously carried that:

1) The City Manager, in consultation with the City Attorney, **DIRECT** City staff to study and provide plans for the establishment of a Minimum Revenue Guarantee program to be administered by the City of El Paso for the purpose of flight development to the El Paso International Airport, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

2) The City Manager, in consultation with the City Attorney, **DIRECT** City staff to study and provide plans for the establishment of a comprehensive City-wide Naming Policy for the naming of City Facilities, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

3) The City **DECLINES** to undertake any renaming of a City Facility which involves a Minimum Revenue Guarantee program, until such time as City policies and programs related to both actions are established and approved by City Council.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

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Motion made by Representative Niño, and seconded by Representative Fierro, and unanimously carried to **ADJOURN** the meeting at 10:06 a.m.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

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APPROVED AS TO CONTENT:

_____
Laura D. Prine, City Clerk

File #: 26-0051, **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.

REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS

File #: 26-0688, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Museums and Cultural Affairs, Ben Fyffe, (915) 212-0110
Museums and Cultural Affairs, Edward Hayes, (915) 212-0301

AGENDA LANGUAGE:

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

A Resolution adopting the El Paso Museum of Art revised Code of Ethics and authorizing its implementation by the City of El Paso Museums and Cultural Affairs Department.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Museums & Cultural Affiars Department

AGENDA DATE: 6/9/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Ben Fyffe **PHONE NUMBER:** 915-212-0110

2nd CONTACT PERSON NAME: Edward Hayes **PHONE NUMBER:** 915-212-0301

DISTRICT(S) AFFECTED: All

AGENDA ITEM:

A Resolution approving and adopting the El Paso Museum of Art revised Code of Ethics and authorizing its implementation by the City of El Paso Museums and Cultural Affairs Department.

ISSUE STATEMENT:

As part of the reaccreditation process, the El Paso Museum of Art requires formal adoption of the revised Code of Ethics, revising the previous Code of Ethics adopted in 2008. The updates include revisions to EPMA's mission, governance structure, and institutional profile to support the institution's mission and operations.

BACKGROUND:

The Code of Ethics serves as a foundational document for the El Paso Museum of Art and will be evaluated by the American Alliance of Museums during the reaccreditation process. The current policy requires revisions to align with updated Museum and City policies, institutional practices, and evolving ethical standards within the museum field.

COUNCIL OPTIONS:

1. Approve the El Paso Museum of Art Code of Ethics as presented.
2. Decline approval in whole or in part and direct staff to return with options.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

El Paso Museum of Art Code of Ethics was approved by the Museums and Cultural Affairs Advisory Board on May 21, 2026.

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

N/A

RELATED CITY POLICIES:

N/A

PRIOR COUNCIL ACTION:

City Council originally approved the El Paso Museum of Art Code of Ethics in 2008.

LEGAL REVIEW:

☐ *Legal counsel reviewed as a part of Council packet*

☑ *Legal counsel reviewed in advance of packet as an individual item*

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

A. El Paso Museum of Art Code of Ethics

FOR MORE INFORMATION:

Ben Fyffe 915-212-0110 FyffeBE@elpasotexas.gov

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

SIGNATURE:

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

Clerk Dept. Rev1.20260128

RESOLUTION

A RESOLUTION ADOPTING THE EL PASO MUSEUM OF ART REVISED CODE OF ETHICS AND AUTHORIZING ITS IMPLEMENTATION BY THE CITY OF EL PASO MUSEUMS AND CULTURAL AFFAIRS DEPARTMENT.

WHEREAS, the El Paso Museum of Art ("EPMA") serves the public through the collection, preservation, interpretation, and exhibition of works of art and cultural resources; and

WHEREAS, the EPMA operates under the stewardship of the City of El Paso and in alignment with professional museum standards established by the American Alliance of Museums and other recognized museum organizations; and

WHEREAS, the EPMA, in order to maintain its own high standards and those of the American Alliance of Museums has revised its Code of Ethics dated May 4, 2026, to provide principles and guidelines governing ethical conduct, stewardship, public accountability, institutional transparency, conflict of interest disclosures, fundraising, professional conduct, and collection management practices for Museum staff, advisory board members, volunteers, contractors, teaching artists, and affiliated parties; and

WHEREAS, the revised Code of Ethics promotes integrity, accountability, transparency, and responsible stewardship consistent with the mission of the EPMA and the policies of the City of El Paso; and

WHEREAS, the Museums and Cultural Affairs Advisory Board has reviewed the proposed revised Code of Ethics and recommends its adoption; and

WHEREAS, the City Council finds that adoption of the revised Code of Ethics is in the best interest of the public and will further the mission and ethical governance of the EPMA.

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

1. The Revised Code of Ethics for the El Paso Museum of Art, attached hereto as Exhibit "A," is hereby approved and adopted.
2. The Museums and Cultural Affairs Department, the El Paso Museum of Art, and all applicable staff, board members, volunteers, contractors, and affiliated parties shall comply with and implement the provisions contained within the Revised Code of Ethics.
3. The City Manager, or designee, is authorized to take all actions necessary to implement and administer the Revised Code of Ethics, including distribution, training, and periodic review consistent with Museum policies and applicable City ordinances.
4. This Resolution shall become effective immediately upon its adoption.

(Signatures on the following page)

APPROVED this _____ day of _____, 2026.

THE CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Roberto Aguinaga
Robert Aguinaga
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ben Fyffe, Managing Director
Quality of Life

(Exhibit "A" on the following page)

Exhibit "A"

2026 EPMA Revised Code of Ethics

EL PASO MUSEUM OF ART

REVISED CODE OF ETHICS

5.04.2026

Introduction

The purpose of this Code of Ethics is to have principles and guidelines in order to provide El Paso Museum of Art and City of El Paso staff, Members of the Museums and Cultural Affairs Advisory Board (MCAAB), El Paso Museum of Art Foundation Board, teaching artists, researchers, contracted security and janitorial staff, and all affiliated parties with tools to maintain an ethical framework for all Museum work.

Among the City of El Paso's numerous policies, the institution manages practices in accordance with the Museum profession and adheres to highest industry standards established by the American Alliance of Museums (AAM). The Code of Ethics is to be used to guard against untruthful, deceitful, and dishonest behavior in carrying out the institution's mission.

Mission

The mission of the El Paso Museum of Art is to collect, preserve, interpret, and exhibit works of art that support and illuminate the Museum's permanent collection of American, European, and Mexican art. The Museum celebrates the region's diverse cultures through exhibitions, acquisitions, and educational programs and is dedicated to scholarship while providing a stimulating and inspiring environment for all audiences.

Governance

The El Paso Museum of Art is part of a municipality, and is not a private foundation or a non-profit 501 (c)(3) charitable organization. It receives a substantial part of its income directly from the City of El Paso, and indirectly, as gifts from the general public, and through the El Paso Museum of Art Foundation, competitive grants from private foundations and from the federal government. As a municipal organization that solicits contributions and memberships from the public, it must make its information available to the public by factually disclosing information and filing documents with the City of El Paso that prove the Museum to be operating with municipal purpose.

A Collecting Institution

In character with accredited AAM institutions, EPMA collection and cultural assets represent the world's natural and cultural common wealth. As stewards of that wealth, AAM believes museums are compelled to advance an understanding of all natural forms and of the human experience, and that it is incumbent on museums to be resources for humankind and in all their activities to foster an informed appreciation of the rich and diverse world we have inherited; it is also incumbent upon museums to preserve that inheritance for posterity.

In accordance with AAM collecting guidelines, stewardship of EPMA collections entails the highest public trust and carries with it the presumption of rightful ownership, permanence, care, documentation, accessibility and responsible disposal. EPMA staff has a responsibility to carry out these activities, and bears an ethical obligation to the art, donors, and other Museum

constituents involved in acquisitions and deaccessions. These obligations can supersede the goal of seeking new knowledge or artwork, and can lead to decisions not to undertake or to discontinue a project when the primary obligation conflicts with other responsibilities, such as those owed to sponsors or donors of funds and artwork. These ethical obligations include:

To avoid harm or wrong, understanding that receipt of funds and objects for collecting art can lead to change which may be positive or negative for the institution, all involved or interested people, or the artwork itself (some forms of art are toxic and can be degenerative to other works of art; collection storage limitations may lead to overcrowding and the jeopardizing of other stored objects; some donors of funds expect personal and professional services in return for charitable contributions, etc.).

To work for the long-term conservation and care of the art and historical records.

To disclose all potential conflicts of interest affected by the collecting, whether the work is ideally suited to enhance existing collections or help to reshape the collection's focus.

To make known to all individuals who are responsible to enforce governing policy the way in which collecting has and will impact the institution's Mission and Collection Care and Management policies.

To make known to all potential donors the Collection Care and Management policies of the institution and be forthcoming of all pertinent information regarding the institution's obligation to its Mission and to community for which it collects.

Museum professionals and interested parties must do everything in their power to ensure that their collecting practices and practices of soliciting and receiving donations do not harm the safety, dignity, or privacy of the people with whom they work, conduct research, or perform other professional activities. Any disclosure of information related to acquisitions must not compromise personal, professional or financial information of donors and their family or provenance of the artwork.

Stewardship

Stewardship of EPMA's collection entails the highest public trust and carries with it then presumption of rightful ownership, permanence, care, documentation, and accessibility. EPMA's Collection Management Policy details the proper procedures for acquisition and disposal of objects.

Use of Funds from Deaccession

All proceeds realized from the sale of works from the collection shall be used only for the purchase of other works for the collection, or for direct care of works of art, in accordance with the Policy on Deaccessioning of the Association of Art Museum Directors (AAMD).

Dealing

Some staff members are in a position to influence public opinion concerning art, artists, and the art market. These individuals must take care to ensure that this influence is not used for personal gain of any individual and is directed entirely toward the function of EPMA and toward serving the general public.

No staff member may act as a dealer, engage in the promotion of a dealer, or be employed by a dealer, or retain a financial interest in the business of commercial art sales.

No member of the staff may serve as a paid professional advisor to a collector, dealer, art consultant, artist's agent, auction house, or be compensated in any manner for these services. Staff members must not work, whether paid or unpaid, for dealers or auction houses to endorse or appear to endorse artists, or to promote or appear to promote the
sale of particular works, thus enhancing the value of the objects or of collections. Staff members, with the advance written approval of the Director, may participate in scholarly endeavors in the commercial art world, provided that the activities are primarily scholarly, not promotional in nature.

Appraisals

No EPMA staff member may perform appraisals of any type—for donors, or any other individual or entity outside of EPMA, for any purposes whatsoever. EPMA curatorial and collection management staff obtain appraisals on permanent collection works from qualified professionals for insurance purposes only. Staff do not provide opinions on identification, authenticity, and condition to outside parties.

Responsibility to Scholarship

Museum professionals, Advisory Board and Foundation Board members, and volunteers should review reasonable requests for access to their data and other materials for purposes of research. They should also make every effort to insure preservation of their data for posterity of the field and the Museum. As a municipal entity, request to inspect and/or copy records is governed by Texas law. The custodian of the records should confer with the City Attorney's office to determine if the record is confidential and if it is not, the legal requirements for allowing inspection of such record.

Art Collection Programs

It is the responsibility of museum professionals to develop collections, exhibitions, and educational programs in the furtherance of an institutional mission. Intellectual honesty and objectivity in the presentation of objects is the duty of every professional at EPMA.

The attribution of works must reflect the thorough investigation of the curators and must yield promptly to change with the advent of new facts or analysis.

EPMA may address a wide variety of social, political, artistic, and cultural issues. All issues should be approached objectively and without prejudice or censorship. The programs of EPMA should reflect the breadth of current scholarship and maintain intellectual integrity.

Loans of Art Objects

Loans of art objects by EPMA stakeholders, staff members, or volunteers can be of great benefit to EPMA as can loans from donors. However, it should be acknowledged that any exhibition of such loans may enhance the value of the object(s) and great care must be taken to exercise objectivity in keeping with EPMA's mission. EPMA must maintain control over the content of all exhibitions.

Neither a relationship with a lender of works of art nor any consultation with a lender shall compromise the curatorial integrity of any exhibition. The provisions of this Code relating to conflicts of interest shall apply to decisions regarding inclusion of loans in exhibitions.

In general, in order to avoid a conflict of interest or the appearance of a conflict, loans of art objects from stakeholders, staff members, or volunteers shall be credited publicly as such. However, if there are issues of concern to the lender (such as security), then upon disclosure of the circumstances, the Director may craft an appropriate credit line.

EPMA must be transparent about the source of funding for exhibitions. If EPMA receives a request for anonymity, the institution must avoid such anonymity if it would conceal or appear to conceal a conflict of interest.

Instruction and Mentorship

El Paso Museum of Art staff and contracted teaching artists, instructors, and workshop leaders may involve close contact with students at the Museum as well as off-site at community organizations and public and private schools. In addition to City of El Paso Code of Ethics, and other codes adhered to by guest instructors, all individuals at the Museum acting as an instructor or mentor, paid or unpaid, should be mindful of the following boundaries.

Instructors and mentors should conduct their programs in ways that preclude discrimination on the basis of sex, marital status, race, social class, political convictions, disability, religion, ethnic background, national origin, sexual orientation, age, or other criteria irrelevant to academic performance.

Instructors and mentors should beware of the exploitation and serious conflicts of interest that may result if they engage in sexual relations with students. They must avoid sexual liaisons or even the appearance of sexual innuendo with students of any age for whose education and professional training they are in any way responsible.

Public Accountability

Maintain high standards of honest and ethical conduct in all dealings with current and past Museum full time City of El Paso staff and employees, supporters/donors, and vendors of the Museum and with other third parties.

Avoid any actual or apparent conflict of interest in the hiring of the Director, in the support of elevating members of MCAAB or EPMA Foundation to positions of committee activity, and between personal and professional relationships as defined in the City of El Paso's Ethics Ordinance.

Report to MCAAB, EPMA Foundation Board or City of El Paso staff any conflict of interest that may arise and any material transaction or relationship that reasonably could be expected to give rise to a conflict.

Take reasonable measures to protect the confidentiality of information about the Museum, the public the Museum services, and its vendors, and prevent the casual disclosure of such information unless required by applicable law or regulation or legal or regulatory process. Ensure their practices do not harm the safety, dignity, or privacy of the people with whom they work or the institution in which they govern.

Confidentiality is governed by state and city law and the City Attorney's office should be consulted before making a determination that a record is or is not confidential. Records include all formats of information including printed, film, audio and computer data. It is important to alert those subject to this code about meeting legal requirements on records inspection and confidentiality of records because the laws governing these subjects include criminal penalties.

Institutional Accountability

All attempts should be made to assure that information fairly and accurately reflects in reasonable detail the Museum's assets, liabilities, revenues and expenses, City of El Paso staff, donors, and audiences, and does not contain any false or intentionally misleading information.

The Museum should endeavor to assure full, fair, accurate, timely, and understandable disclosure in reports and documents that the Museum files with or submits to independent accountants, the state and federal government as well as other agencies that have entrusted the Museum to act on their behalf as a public trust.

Comply and take reasonable action to cause others to understand and comply with applicable non-profit governmental laws, rules, and regulations.

Promptly report suspected violations of the Museum's Code of Ethics by any MCAAB or EPMA Foundation Member or the Director to the appropriate MCAAB and EPMA Foundation Board members or City of El Paso staff, which may be done anonymously. Not reporting unethical behavior may be considered unethical behavior.

Promptly report suspected violations of the Museum's Code of Ethics by any volunteer, City of El Paso staff, or member of the Museum to the Director of the Museum. Not reporting unethical behavior may be considered unethical behavior.

Publication, Implementation, and Enforcement

The Code of Ethics of the El Paso Museum of Art will be available on the City of El Paso Museum of Art website and will inform the public of the 2026 update of the 2007 Code of Ethics. The new Code will be presented once a year at an annual City of El Paso staff meeting dedicated to reviews of the Collection Care and Management Policy as well as the Personnel Policy. The Code will be distributed to and reviewed by members of the Advisory Board and Foundation Board every two years, and new members of the boards and City of El Paso Museum staff will be presented with the Code upon their arrival. Breach of the others of a violation and those who may or may not have violated the Code. Appropriate disciplinary action may follow.

The disciplinary action against a city employee is governed by City Charter and City and Ordinance. If the action is against a Board Member, City Board Member removal is regulated by City ordinance. Disciplinary action may or may not include dismissal from Boards, the City of El Paso staff, or from a volunteer capacity.

Conflict of Interests

Loyalty to the mission of EPMA and to the public it serves is the essence of museum work, whether volunteer or paid. Each Museum representative should fully and conscientiously fulfill the duties of his or her respective position with EPMA. A conflict of interest exists if one is able to exploit an affiliation with EPMA for personal gain and therefore one’s decisions about EPMA matters could be influenced by personal interests. If a conflict of interest arises–actual, potential, or perceived–the conflict must be disclosed. (See Duty to Disclose section below). Staff and Museum representatives must seek to avoid conflicts that could create any real, potential, or perceived conflict with the interests of EPMA.

Commercial Art Galleries

EPMA may accept financial support from commercial art galleries if the support does not compromise or appear to compromise the curatorial integrity and artistic control of any program in any way.

Duty to Disclose

Museum staff, stakeholders, collaborators, and other affiliates may be obligated to complete a Conflict-of-Interest Disclosure Statement on an annual basis, and have a continual duty to disclose any conflicts as soon as they arise in the spirit of public accountability and transparency. Disclosures shall be reviewed by the Museum Director and the Managing Director of the Museums and Cultural Affairs Department of the City of El Paso. The people disclosing the conflict must follow the Consequences section below.

Consequences

A staff member, or community member of a Board committee who has disclosed a conflict of interest ("interested party") shall refrain from attempting to influence any decision of the Board, a Board committee, or staff on any matter that may involve a potential or actual conflict of interest and shall abstain from voting on any such matter.

An interested party must recuse himself/herself from any portion of a meeting in which the subject of discussion is a contract, transaction, or situation in which there may be a perceived or actual conflict of interest. The meeting should include discussion about whether the terms of the agreement or transaction are no less favorable to EPMA than is
available on the open market.

Any minutes of a meeting in which an interested party abstained from voting due to an actual or potential conflict of interest shall reflect that the conflict was disclosed, that the interested party was not present during the discussion and/or vote, that the term of the transaction were discussed in view of terms available, and that the interested party did not participate in the decision or vote.

Fundraising

All fundraising shall be in furtherance of EPMA's mission. All donor solicitations, development activities, and processes shall be in accordance with this Code, all City of El Paso Guidelines for Gift Acceptance, and any policies for sponsorship and donor support. Trustees, staff members, and volunteers are encouraged to support fundraising efforts but must coordinate all activities with the Development department.

Staff, Museum stakeholders, or volunteers must not receive compensation for fundraising on a commission basis, nor receive a portion of contributed funds. Donor information must be handled with the utmost discretion. Proprietary and confidential information concerning donors can only be communicated to persons affiliated with EPMA to meet legally mandated disclosure requirements.

Security and Facilities

All trustees, staff, and volunteers must abide by all EPMA Security and Facilities procedures and policies.

Staff Professionalism

EPMA recruits and hires each staff member for their unique professional value, knowledge, and ability. Staff members should treat one another with the utmost respect and professionalism in the carrying out their duties, in alignment with City of El Paso Values as defined in the current Employee Handbook.

Volunteer Activities

Staff members are encouraged to participate in voluntary outside activities with community groups or public-service organizations. However, if the staff member could appear to be acting in an official EPMA capacity, they must disclose that to, and seek prior approval from, the Director to avoid possible misrepresentation or conflict of interest.
As in all activities, staff members should conduct themselves so that their actions do not reflect adversely on the reputation or integrity of EPMA, or contradict EPMA's mission, purpose, or goals.

Approval of Outside Employment

Certain types of outside employment—including teaching, lecturing, writing, and consulting—can benefit both the Museum and the staff member by stimulating personal professional development and promoting the Museum within professional circles.

Staff members engaged in outside activities are often perceived as representatives of EPMA, even though the outside work may be wholly independent of the Museum. For that reason, full-time staff must seek prior approval. Per City of El Paso Employee Handbook, outside employment must be disclosed and approved in writing by the Department head.

An employee need not disclose a small business or activity entirely unrelated to the work he or she performs for EPMA. However, full-time staff members should remain mindful that their primary professional responsibility remains with EPMA. Any outside project employment should not interfere with the staff member's regular duties at EPMA, nor should it compromise the professional integrity of the staff member or the reputation of EPMA in any way. Staff members need to avoid any appearance of institutional validation of outside projects.

Ownership of Scholarly Material

All materials or items developed, written, designed, drawn, painted, constructed or installed by staff members while carrying out their responsibilities as EPMA employees are the property of the City of El Paso including research files.

Professional Relationships and Business Transactions

Staff members in all dealings with other organizations, artists, donors, consultants, vendors, or dealers, etc., shall uphold and promote the highest professional standards and ethical principles. Any EPMA staff member authorized to spend funds shall do so with impartiality, honesty, and regard to the best interests of EPMA. Staff must follow established purchasing guidelines set by the City of El Paso.

Gifts to Staff

Reasonable minimal personal entertainment, such as a meal, may be accepted by staff members from a donor, collector, vendor, or dealer, etc. Gifts to staff over $75 USD are not allowed. Gifts or meals under this amount while on official business may be accepted so long as they do not influence the employee to act in an improper manner. Gift value limit is regulated by City of El Paso Ethics Ordinance.

Referrals

When a staff member is asked in the performance of his or her official duties to suggest sources for objects, materials, or services such as conservation, appraisal or the transportation of art objects, they should name at least two qualified, competent sources (where possible) in order to avoid the appearance of official EPMA endorsement.

Commercial Activities

All commercial activities should be conducted in a manner consistent with EPMA's mission and its service of the public. Thus, all commercial activities and related publicity should be relevant to, and not compromise, EPMA's mission.

Acknowledgments

The Museum gratefully acknowledges the use of language from the codes of ethics of the San Jose Museum of Art and the National Association of Archaeology. Appreciation is also given to the City of El Paso staff of the Museum who thoughtfully reviewed and contributed to this Code of Ethics.

File #: 26-0689, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 3
Airport, Yvette Hernandez, (915) 212-7301
Airport, Debbie Olivas, (915) 212-7337

AGENDA LANGUAGE:

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

A Resolution that the City Manager, or designee, be authorized to sign a Lessor's Approval of Assignment for the Butterfield Trail Industrial Park Lease by and between the City of El Paso ("Lessor") and RNDC Texas, LLC ("Assignor") and Lone Oak - El Paso, L.L.C. ("Assignee"), regarding the following described property:

A portion of Lot 7, Block 13, Butterfield Trail Industrial Park Unit Three, an addition to the City of El Paso, El Paso County, Texas, municipally known and numbered as 35 Celerity Wagon Street, El Paso, Texas, 79906.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Aviation

AGENDA DATE: 6/9/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Yvette Hernandez **PHONE NUMBER:** (915) 212-7301

2nd CONTACT PERSON NAME: Debbie Olivas **PHONE NUMBER:** (915) 212-7337

DISTRICT(S) AFFECTED: District 3

AGENDA ITEM:

A resolution that the City Manager, or designee, be authorized to sign a Lessor's Approval of Assignment for the Butterfield Trail Industrial Park Lease by and between the City of El Paso ("Lessor") and RNDC Texas, LLC ("Assignor") and Lone Oak - El Paso, L.L.C. ("Assignee"), regarding the following described property:

A portion of Lot 7, Block 13, Butterfield Trail Industrial Park Unit Three, an addition to the City of El Paso, El Paso County, Texas, municipally known and numbered as 25 Celerity Wagon Street, El Paso, Texas, 79906

ISSUE STATEMENT:

City Council consideration and approval authorizing the City Manager to execute a Lessor's Approval of Assignment with Lone Oak - El Paso, L.L.C.

BACKGROUND:

The Department of Aviation requests approval to allow the lease agreement between the City of El Paso ("Lessor") and RNDC Texas, LLC ("Lessee") be assigned to Lone Oak - El Paso, L.L.C. Lease will generate at minimum $55,117.49 annually with the next rental adjustment January 1, 2027.

COUNCIL OPTIONS:

1. Approve the Resolution to allow the City Manager, or designee to sign a Lessor's Approval of Assignment.
2. Deny the Resolution, or direct staff to revise and return with revisions.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by a City Council Committee.

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

N/A

RELATED CITY POLICIES:

El Paso International Airport Leasing Policy, Revised July 15, 2022.

PRIOR COUNCIL ACTION:

January 1, 1997 - Lease
April 1, 1998 - Lessor's Approval of Assignment
May 5, 1998 - First Amendment to Lease
July 1, 2001 - Lessor's Approval of Assignment
August 3, 2004 - Second Amendment to Lease

LEGAL REVIEW:

☐ *Legal counsel reviewed as a part of Council packet*

☑ *Legal counsel reviewed in advance of packet as an individual item*

AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue generating item

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

None

NAME	AMOUNT ($)

ATTACHMENTS:

A. E-Signed Lessor's Approval of Assignment
B. E-signed Resolution
C. Contributions and Donations Form

FOR MORE INFORMATION:

Yvette Hernandez (915) 212- 7301 HernandezYM@elpasotexas.gov

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

SIGNATURE: Yvette Hernandez

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

RESOLUTION

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

That the City Manager, or designee, be authorized to sign a Lessor's Approval of Assignment for the Butterfield Trail Industrial Park Lease ("Lease") by and between the City of El Paso ("Lessor") and RNDC Texas, LLC. ("Assignor") and Lone Oak - El Paso, L.L.C. ("Assignee"), regarding the following described property:

> A portion of Lot 7, Block 13, Butterfield Trail Industrial Park Unit Three, an addition to the City of El Paso, El Paso County, Texas, municipally known and numbered as 35 Celerity Wagon Street, El Paso, Texas 79906.

APPROVED this _____ day of _____ 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Yvette Hernandez, City Engineer
Deputy City Manager

26-ECON-1145 | Tran #27852 | Aviation
Lone Oak - El Paso L.L.C.- LAA- Resolution
LBJ

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

WHEREAS, the City of El Paso ("Lessor") entered into a Butterfield Trail Industrial Park Lease, with an Effective Date of January 1, 1997 (the "Lease") by and between Louis Kennedy for the following described property:

> A portion of Lot 7, Block 13, Butterfield Trail Industrial Park Unit Three, an addition to the City of El Paso, El Paso County, Texas, municipally known and numbered as 35 Celerity Wagon Street, El Paso, Texas 79906 and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof ("Property");

WHEREAS, the Lease was amended by a First Amendment to Lease with an effective date of May 5, 1998, for the purpose of changing lessee's rights with regard to subleasing;

WHEREAS, the Lease was assigned to The Kennedy 1978 Trust pursuant to that Lessor's Approval of Assignment with an effective as of April 1, 1998; and

WHEREAS, the Lease was assigned to FINSA El Paso, Inc., pursuant to the Lessor's Approval of Assignment with an effective date of July 1, 2001; and

WHEREAS, the Lease was amended by a Second Amendment to Lease with an effective date of August 3, 2004, for the purpose of correcting a clerical error; and

WHEREAS, the Lease was assigned to SL EP Industrial, LP pursuant to that Lessor's Approval of Assignment effective as of December 10, 2013; and

WHEREAS, the Lease was assigned to RNDC Texas, LLC ("Assignor") pursuant to the Lessor's Approval of Assignment effective as of January 10, 2017; and

WHEREAS, Assignor has requested the Lessor's approval and consent to an assignment of the Lease to Lone Oak - El Paso, L.L.C. ("Assignee").

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

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

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

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

3. **RELEASE.** Assignor is hereby released and discharged by Lessor from all rights, privileges, responsibilities and obligations under the Lease first arising and accruing from and after the effective date of the assignment of the Lease and Lessor and Assignee each hereby acknowledges that, as of the effective date of the assignment, Assignee enjoys all such rights and privileges and is responsible for satisfying all such obligations the same as if the Lease had originally been executed between Lessor and Assignee.

4. **SECURITY DEPOSIT.** Prior to the commencement of this Lease, Assignee shall tender to the Lessor an irrevocable letter of credit, cash security deposit, or other surety to the Director ("Security Deposit") in an amount equal to three (3) months of Rent to guarantee the faithful performance of Assignee of its obligations under this Lease and the payment of all Rent due hereunder. Assignee shall be obligated to maintain such Security Deposit in effect until the expiration of eighteen (18) consecutive months from the Effective Date of this Lease during which Assignee commits no Event of Default under this Lease. Such Security Deposit shall be in such form as shall be acceptable to Lessor in its reasonable discretion; provided, however, a cash deposit shall be acceptable. After the aforementioned timeframe has occurred, Lessor shall return the Security Deposit to Assignee. Lessor's right under this Section shall be in addition to all other rights and remedies provided to Lessor under this Agreement.

5. **RATIFICATION OF LEASE.** Except as expressly set forth herein, no provision of this Approval alters or modifies any of the terms and conditions of the Lease, and all other terms and conditions of the Lease shall remain in full force and effect.

6. **ADDRESS FOR NOTICE.** Notices to Assignee and Assignor shall be sufficient if sent by certified mail, postage prepaid, addressed to:

ASSIGNOR:

RNDC Texas, LLC
Republic National Distributing Company
4300 Wildwood Parkway, Suite 200
Atlanta, GA 30339
Attn: Dennis Bashuk, Executive Vice President, Treasurer

ASSIGNEE:

Lone Oak – El Paso, L.L.C., a Delaware limited liability company and qualified in Texas
6250 N. River Road, Suite 9000
Rosemont, Illinois 60018
Attn: Michael J. Manfred, Treasurer

7. **AUTHORIZED REPRESENTATIVE.** The persons signing this Lessor's Approval of Assignment on behalf of the Assignee and Assignor represent and warrant that they have the legal authority to bind the Assignee and Assignor, respectively, to the provisions of this Lessor's Approval of Assignment.

8. **NON-WAIVER.** The Lessor's Approval of Assignment hereby given by Lessor shall not end the need for Lessor's consent for any future assignments.

9. **EFFECTIVE DATE.** The Effective Date of this Lessor's Approval of Assignment will be the date this document is approved by the El Paso City Council.

10. **COUNTERPARTS**. This Lessor's Approval of Assignment may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute one and the same instrument as if all parties had signed the same signature page.

APPROVED THIS _____, 2026.

LESSOR: CITY OF EL PASO

_____
Dionne Mack
City Manager

APPROVED AS TO FORM:

_____
Leslie Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

Yvette Hernandez
_____
Yvette Hernandez, City Engineer
Deputy City Manager

LESSOR'S ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ___ day of _____, 2026 by Dionne Mack as City Manager for the **City of El Paso, Texas** (Lessor).

_____
Notary Public, State of Texas

My Commission Expires:

_____

(Signatures continue on the following page)

Docusign Envelope ID: A0B9CB1A-FA4B-8BA7-82C5-844580E02457

ASSIGNOR: RNDC Texas, LLC

By: _____
Print Name: Dennis Bashuk
Title: Executive VP, Treasurer

ASSIGNOR'S ACKNOWLEDGEMENT

THE STATE OF Georgia)
)
COUNTY OF Cobb)

This instrument was acknowledged before me on this 21 day of May, 2026, by Dennis Bashuk (Name of Officer), Exe. V.P. Treas. (Title of Officer), of RNDC Texas, LLC, on behalf of said corporation (Assignor).

My Commission Expires:

1/1/27

_____
Notary Public, State of Georgia

MICHELLE R JORDAN
NOTARY PUBLIC
COBB COUNTY, GEORGIA
MY COMMISSION EXPIRES JANUARY 01, 2027

(Signatures continue on the following page)

ASSIGNEE: LONE OAK - EL PASO, L.L.C.

By:_____
Print Name: Michael J. Manfred
Title: Treasurer

ASSIGNEE'S ACKNOWLEDGEMENT

THE STATE OF Illinois)
)
COUNTY OF Cook)

This instrument was acknowledged before me on this 15th day of May, 2026, by Michael J. Manfred (Name of Officer), Treasurer (Title of Officer), Lone Oak - El Paso, L.L.C. a Delaware limited liability company and qualified in Texas, on behalf of said corporation.

_____
Notary Public, State of Illinois

My Commission Expires:

7/15/2027

SUSAN LONG
OFFICIAL SEAL
Notary Public - State of Illinois
Commission No. 749840
My Commission Expires July 15, 2027

(Exhibit "A" on the following pages)

PROPERTY DESCRIPTION
230,328 SQUARE FEET
OR 5.288 ACRES

Being a portion of Lot 7, Block 13, Butterfield Trail Industrial Park, Unit Three, City of El Paso, El Paso County, Texas and being more particularly described by meets and bounds as follows:

COMMENCING FOR REFERENCE at the City Monument at the centerline intersection of Spur Drive (90 feet wide) and Celerity Wagon Street (90 feet wide);

THENCE, along the centerline of said Celerity Wagon Street, North 02° 05' 52" East, a distance of 635.00 feet to a point;

THENCE, leaving said centerline, North 87° 54' 08" West, a distance of 45.00 feet to a point in the West right of way line of said Celerity Wagon Street and POINT OF **BEGINNING** for the herein described tract;

THENCE, leaving said right of way line, North 87° 54' 08" West, a distance of 470.00 feet to a point;

THENCE, North 02° 05' 52" East, a distance of 490.62 feet to a point in the South right of way line of Walter Jones Boulevard (120 feet wide);

THENCE, along said South right of way line, South 87° 54' 08" East, a distance of 435.00 feet to a point at the beginning of a curve to the right in the West right of line of said Celerity Wagon Street;

THENCE, along said West right of way line the following two courses:

Along the arc of said curve (Delta angle = 90° 00' 00", Radius = 35.00 feet, Chord = South 42° 54' 08" East, 49.50 feet) a distance of 54.98 feet to a point;

South 02° 05' 52" West, a distance of 455.62 feet to the **POINT OF BEGINNING** and containing 230,328 square feet or 5.288 acres of land.

NOT A GROUND SURVEY

PREPARED BY:
Faught & Associates Inc.
El Paso, Texas
December 5, 1996
Job No. S5010-91A

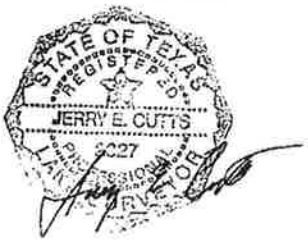
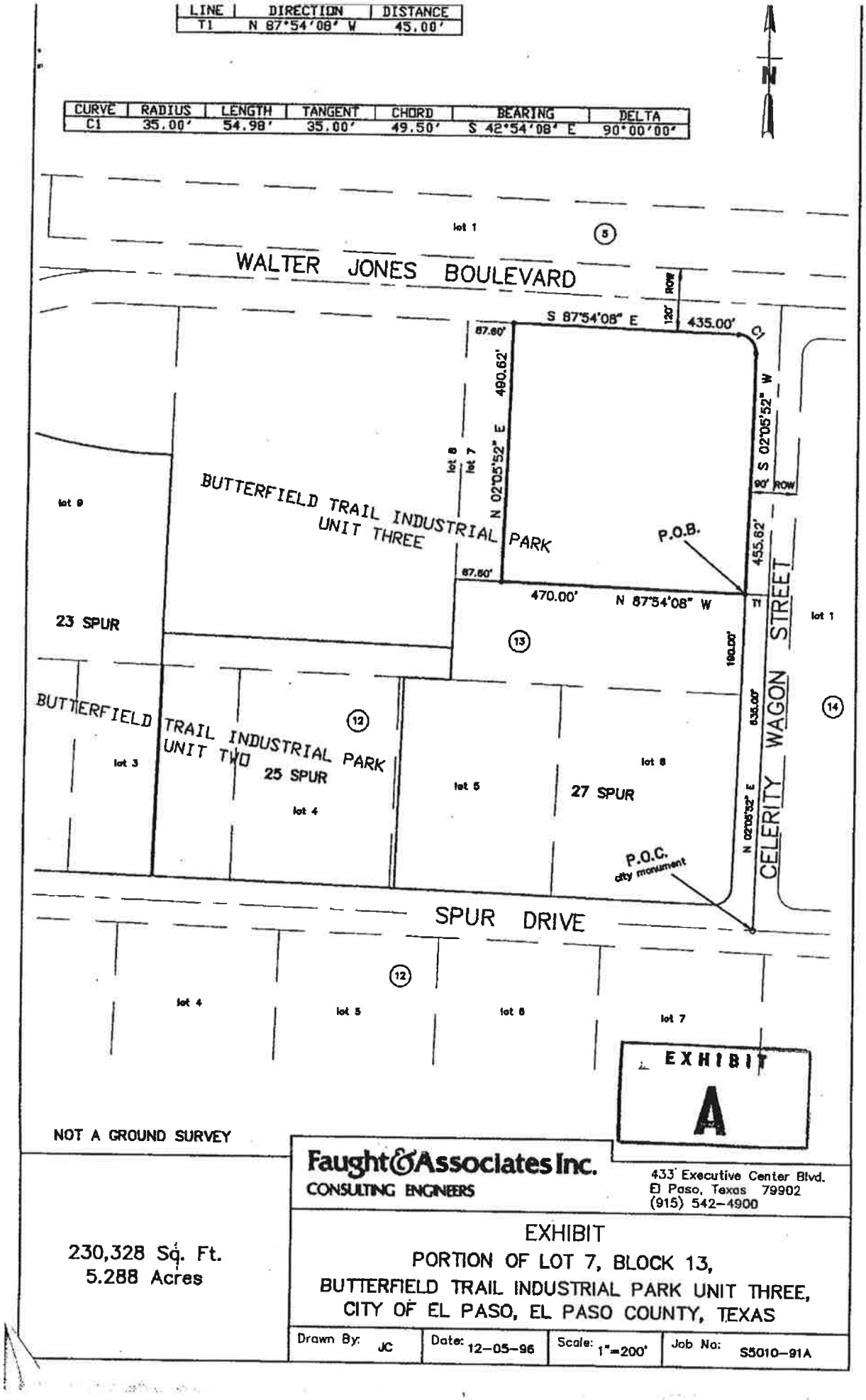


EXHIBIT
A

LINE	DIRECTION	DISTANCE
T1	N 87°54'08" W	45.00'

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	35.00'	54.98'	35.00'	49.50'	S 42°54'08" E	90°00'00"



NOT A GROUND SURVEY

230,328 Sq. Ft.
5.288 Acres

Faught & Associates Inc.
CONSULTING ENGINEERS

433 Executive Center Blvd.
El Paso, Texas 79902
(915) 542-4900

EXHIBIT
PORTION OF LOT 7, BLOCK 13,
BUTTERFIELD TRAIL INDUSTRIAL PARK UNIT THREE,
CITY OF EL PASO, EL PASO COUNTY, TEXAS

Drawn By:	Date:	Scale:	Job No:
JC	12-05-96	1"=200'	S5010-91A

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name: Lone Oak - El Paso, L.L.C.

Business Name: Lone Oak - El Paso, L.L.C.

Agenda Item Type: _____

Relevant Department: _____

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☑ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐ I have made campaign contributions or donations totaling an aggregate of $500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____ Date: 05.22.2026

File #: 26-0691, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 3
Airport, Yvette Hernandez, (915) 212-7301
Airport, Debbie Olivas, (915) 212-7337

AGENDA LANGUAGE:

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

A Resolution that the City Manager, or designee, is authorized to sign a Fifth Amendment to the Lease and Concession Agreement for the Development and Operation of Food & Beverage Concessions at El Paso International Airport by and between the City of El Paso, Texas, a municipal corporation existing under the laws of the State of Texas (the "City"), and Host International, Inc. ("Concessionaire"), to extend the Primary Term of the Agreement for an additional ten (10) years in consideration of Concessionaire investing an additional $10,000,000.00 beginning on or about July 1, 2026 for capital improvements of Facilities to modernize and enhance the overall dining and seating experience for airport passengers, support stable long-term revenue, and maintain a modern concession environment at the airport.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Aviation

AGENDA DATE: 6/9/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Yvette Hernandez **PHONE NUMBER:** (915) 212-7301

2nd CONTACT PERSON NAME: Debbie Olivas **PHONE NUMBER:** (915) 212-7337

DISTRICT(S) AFFECTED: District 3

AGENDA ITEM:

A Resolution That the City Manager, or designee, is authorized to sign a Fifth Amendment to the Lease and Concession Agreement for the Development and Operation of Food & Beverage Concessions at El Paso International Airport by and between the City of El Paso, Texas, a municipal corporation existing under the laws of the State of Texas (the "City"), and Host International, Inc. ("Concessionaire"), to extend the Primary Term of the Agreement for an additional ten (10) years in consideration of Concessionaire investing an additional $10,000,000.00 beginning on or about July 1, 2026 for capital improvements of Facilities to modernize and enhance the overall dining and seating

ISSUE STATEMENT:

City Council consideration and approval authorizing the City Manager, or designee, to execute a Fifth Amendment to the Lease and Concession Agreement for the Development and Operation of Food & Beverage Concessions at El Paso International Airport to extend the agreement term and facilitate a minimum $10,000,000 capital reinvestment program for modernization of terminal food and beverage facilities.

BACKGROUND:

The City of El Paso and Host International, Inc. entered into the original Lease and Concession Agreement for the Development and Operation of Food & Beverage Concessions at El Paso International Airport in 2006. The Agreement has subsequently been amended in 2009, 2012, 2016, and 2023 to address operational needs, term extensions, and facility improvements.

The proposed Fifth Amendment extends the Primary Term of the Agreement through June 30, 2038 in consideration for Host International, Inc. committing to invest a minimum of $10,000,000 in phased capital improvements and refurbishment of terminal food and beverage concession facilities. The investment program is intended to modernize concession spaces, enhance passenger dining and seating experiences, support long-term non-aeronautical revenue generation, and maintain a modern concession environment at El Paso International Airport.

COUNCIL OPTIONS:

1. Approve the Resolution to allow the City Manager, or designee, to execute a Fifth Amendment to the Lease and Concession Agreement for the Development and Operation of Food & Beverage Concessions at the El Paso International Airport.
2. Deny the Resolution.
3. Direct staff to revise and return with revisions.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by a City Council Committee.

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

N/A

RELATED CITY POLICIES:

El Paso International Airport Leasing Policy, Revised July 15, 2022.

PRIOR COUNCIL ACTION:

Original Agreement - 2006
1st Amendment - 2009
2nd Amendment - 2012
3rd Amendment - 2016
4th Amendment - 2023

LEGAL REVIEW:

☐ *Legal counsel reviewed as a part of Council packet*

☑ *Legal counsel reviewed in advance of packet as an individual item*

AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue generating item

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

None

NAME	AMOUNT ($)

ATTACHMENTS:

A. Resolution
B. Fifth Amendment to Lease and Concession Agreement w/ associated Exhibit
C. Contributions and Donations Form

FOR MORE INFORMATION:

Yvette Hernandez (915) 212- 7301 HernandezYM@elpasotexas.gov

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

SIGNATURE: Yvette Hernandez

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

RESOLUTION

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

That the City Manager, or designee, is authorized to sign a Fifth Amendment to the Lease and Concession Agreement for the Development and Operation of Food & Beverage Concessions at El Paso International Airport by and between the City of El Paso, Texas, a municipal corporation existing under the laws of the State of Texas (the "City"), and Host International, Inc. ("Concessionaire"), to extend the Primary Term of the Agreement for an additional ten (10) years in consideration of Concessionaire investing an additional $10,000,000.00 beginning on or about July 1, 2026 for capital improvements of Facilities to modernize and enhance the overall dining and seating experience for airport passengers, support stable long-term revenue, and maintain a modern concession environment at the airport.

APPROVED this _____ day of _____ 2026.

CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine, City Clerk

APPROVED AS TO FORM

_____
Ignacio Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Deborah Olivas
Aviation Business & Finance
Assistant Director

HQ 6684 | Tran #26550 | Aviation
Host International, Inc. Fifth Amendment
IRT

STATE OF TEXAS	**)**	**FIFTH AMENDMENT TO THE LEASE AND**
	)	**CONCESSION AGREEMENT FOR THE**
COUNTY OF EL PASO	**)**	**DEVELOPMENT AND OPERATION OF FOOD & BEVERAGE CONCESSIONS AT EL PASO INTERNATIONAL AIRPORT**

This Fifth Amendment to the Lease and Concession Agreement for the Development and Operation of Food & Beverage Concessions (the "Fifth Amendment") is made and entered into this ___day _____of 2026, by and between the City of El Paso, a municipal corporation existing under the laws of the State of Texas (the "Lessor"), and Host International, Inc., a corporation organized under the laws of the State of Delaware (the "Concessionaire").

WHEREAS, Lessor and Concessionaire entered into a Lease and Concession Agreement for the Development and Operation of Food & Beverage Concessions (the "Concession Agreement"), with an effective date of November 22, 2006, to provide food and beverage concession services at the El Paso International Airport (the "Airport") on a non-exclusive basis;

WHEREAS, effective December 8, 2009 the Concession Agreement was amended by the First Amendment to Lease and Concession Agreement for the Development and Operation of Food & Beverage Concessions at El Paso International Airport, which amended the description of the Leased Premises and allowed for reconcepting of concessions and reallocation of square footage based upon new uses;

WHEREAS, effective February 28, 2012 the Concession Agreement was amended by the Second Amendment to Lease and Concession Agreement for the Development and Operation of Food & Beverage Concessions at El Paso International Airport, which delegated authority to the Director of Aviation to fulfill the Lessor's obligations required and allowed by the Concession Agreement;

WHEREAS, effective February 23, 2016 the Concession Agreement was amended by the Third Amendment to Lease and Concession Agreement for the Development and Operation of Food & Beverage Concessions at El Paso International Airport, which extended the Primary Term of the Agreement an additional five (5) years, increased the Concessionaire's refurbishment obligation to $810,000.00 and revised the Lease Premises;

WHEREAS, effective October 24, 2023 the Concession Agreement was amended by the Fourth Amendment to Lease and Concession Agreement for the Development and Operation of Food & Beverage Concessions at El Paso International Airport, which extended the Primary Term of the Agreement an additional two (2) years, increased the Concessionaire's refurbishment obligation to $1,200,000,00 and revised the Lease Premises;

WHEREAS, the parties desire to extend the Primary Term of the Agreement for an additional ten (10) years in consideration for this Fifth Amendment, Concessionaire is willing to invest an additional $10,000,000.00 beginning on or about July 1, 2026 for an additional refurbishment of Facilities.

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

1. Section 3.1 B is amended to read as follows:

B. The Primary Term shall be extended to continue until June 30, 2038.

2. Section 7.3 Mid-Term Refurbishment is amended to read as follows:

In addition to the ongoing, routine maintenance described in Section 9.2 herein, Concessionaire shall budget for and expend such funds as necessary, but not less than TEN MILLION AND 00/100 DOLLARS ($10,000,000.00) to maintain a First-Class standard of quality of the Facilities (hereinafter referred to as the "Extension Term Refurbishment"). The scope and extent of necessary renovation, remodeling, upgrade, redecorating and/or reconcepting for each Facility shall be jointly determined by Director and Concessionaire. The Extension Term Refurbishment costs shall not include financing costs, interest, inventory, or intra-company charges related to construction and shall be spent without additional consideration or privileges and without extension of the Term, other than the extended Term in Section 3.1 B. If Concessionaire and Director cannot jointly agree upon the necessary scope and extent of refurbishment for any particular Facility, the Director may determine the refurbishment required and Concessionaire agrees to be bound by such decision.

The contemplated timing and scope of the Extension Term Refurbishment shall be documented in the Transition Plan to be provided by Concessionaire, and shall include a phasing plan that accounts for design, permitting, procurement/sourcing, and construction for initial capex spend from roughly June 2026 to June 30, 2028 (approximately Seven Million Dollars), and additional mid-term to be spent between January 1, 2029, and December 31, 2035 (approximately Three Million Dollars). The details of the changes shall be handled in accordance with Article 8 (Installation of Improvements) of the Concession Agreement as amended.

3. In accordance with Section 2.2, the parties agree that Concessionaire will update the design of the current space allocations throughout the terminal. The capital improvements will be in amount of at least TEN MILLION AND 00/100 DOLLARS ($10,000,000.00) as stated in the amended Section 7.3 above to modernize and enhanced the overall dining and seating experience for airport passengers, support stable long-term revenue, and maintain a modern concession environment at the airport. The details of the changes shall be handled in the manner envisioned by Section 2.2 and related sections of the Concession Agreement as amended.

4. Section 10.3 Pricing, Subsection (B) and (C) are hereby amended as follows:

B. For nationally and locally branded Facilities, the selling for products and services at the Airport shall not exceed by more than twelve percent (12%) of the selling price for

the same products and services at the closest off-Airport location offering the same name: and

C. For all non-branded or proprietary Facilities, the selling price for the products and services at the Airport shall not exceed by more than twelve percent (12%) of the average selling price for similar or equivalent products and services at off-Airport retail and food service establishments that are generally comparable to said Facilities in terms of concept, branding, service style and merchandise selection or menu.

5. **Ratification.** Except as herein amended, all other terms and conditions of the Concession Agreement, as amended by that First Amendment, Second Amendment, Third Amendment, and Fourth Amendment, not specifically modified by this Fifth Amendment shall remain unchanged and in full force and effect.

6. **Effective Date.** This Fifth Amendment shall be effective upon the date it is approved by the El Paso City Council.

7. Except as amended in this Fifth Amendment, the Concession Agreement and all prior Amendments remain in full force and effect.

EXECUTED this _____ day of _____, 2026.

LESSOR: CITY OF EL PASO

_____
Dionne Mack
City Manager

APPROVED AS TO FORM:

_____
Ignacio Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Deborah Olivas
Aviation Business & Finance
Assistant Director

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2026, by **Dionne Mack** as **City Manager** of the City of El Paso, Texas (Lessor).

_____
Notary Public, State of Texas

CONCESSIONAIRE:
Host International, Inc.

By: _____
Printed Name: Jason Crandlemire
Title: Treasurer

By: _____
Printed Name: Paul Mamalian
Title: President

ACKNOWLEDGMENT

THE STATE OF MARYLAND)
)
COUNTY OF MONTGOMERY)

This instrument was acknowledged before me on this 27th day of April, 2026, by Jason Crandlemire, as Treasure, and Paul Mamalian, as President of **Host International, Inc.** (Concessionaire).

PHILIP ANDREW FLETCHER
Notary Public - State of Maryland
Montgomery County
My Commission Expires May 13, 2029

_____
Notary Public, State of Maryland

PHILIP A. FLETCHER NOTARY PUBLIC MONTGOMERY COUNTY MD

Docusign Envelope ID: 1CFBEDE4-85A7-8067-82A8-8552C8A770D7

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

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"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Jason Crandlemire, Treasurer, Host International, Inc.
Business Name	Host International, Inc.
Agenda Item Type	Resolution/Fifth Amendment to Concession Agreement
Relevant Department	Department of Aviation

Docusign Envelope ID: 1CFBEDE4-85A7-8067-82A8-8552C8A770D7

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☑ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐ I have made campaign contributions or donations totaling an aggregate of $500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: Signed by: Jason Crandlemire 46432EA1D29F417... Date: May 22, 2026

File #: 26-0628, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Fire, Chief Jonathan Killings, (915) 212-5665

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 Emergency Prehospital Transfusion Agreement by and between the City of El Paso, Texas, and Vitalant, an Arizona Non-Profit Corporation, for the delivery of blood and blood components and laboratory services for prehospital bold transfusions and related services.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Fire

AGENDA DATE: 6/9/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Chief Jonathan Killings **PHONE NUMBER:** 915-212-5665

2nd CONTACT PERSON NAME: Assistant Chief Gustavo Tavarez **PHONE NUMBER:** 915-212-5608

DISTRICT(S) AFFECTED: ALL

AGENDA ITEM:

A resolution authorizing the City Manager to sign an Emergency Prehospital Transfusion Agreement by and between the City of El Paso, Texas, and Vitalant, an Arizona Non-Profit Corporation, for the delivery of blood and blood components and laboratory services for prehospital bold transfusions and related services.

ISSUE STATEMENT:

This resolution authorizes an agreement between the City of El Paso and Vitalant for the delivery of blood, blood components, and laboratory services to support prehospital blood transfusions. The agreement enhances emergency medical response capabilities by providing resources for critical patient care before hospital arrival.

BACKGROUND:

Pre-hospital blood transfusion significantly increase survival rates for trauma victims by reducing mortality by up to 40% among patients with severe life-threatening hemorrhages. By providing early resuscitation for hemorrhagic shock in the field the patient will reduce the necessary transfusion volumes upon arrival to the hospital and improve patient outcomes.

COUNCIL OPTIONS:

Adopt the Resolution
Deny the Resolution

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

N/A

RELATED CITY POLICIES:

N/A

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

☐ *Legal counsel reviewed as a part of Council packet*

☑ *Legal counsel reviewed in advance of packet as an individual item*

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

VITALANT EMERGENCY PREHOSPITAL TRANFUSION AGREEMENT

FOR MORE INFORMATION:

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

SIGNATURE: Jonathan Killings Digitally signed by Jonathan Killings Date: 2026.05.12 08:02:50 -06'00'

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

RESOLUTION

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

That the City Manager be authorized to sign an Emergency Prehospital Transfusion Agreement by and between the City of El Paso, Texas, and Vitalant, an Arizona Non-Profit Corporation, for the delivery of blood and blood components and laboratory services for prehospital blood transfusions and related services.

APPROVED this ____ day of _____, 2026.

THE CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura Prine
City Clerk

APPROVED AS TO FORM:

_____
Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Jonathan Killings
Fire Chief

vitalant

EMERGENCY PREHOSPITAL TRANSFUSION AGREEMENT

This EMERGENCY PREHOSPITAL TRANSFUSION AGREEMENT ("Agreement") is effective as of July 1, 2026 (“Effective Date”) and entered into as of the last date of signature below, by and between Vitalant, an Arizona non-profit corporation, with its principal place of business located at 9305 E. Via de Ventura, Scottsdale, Arizona 85258 (hereinafter referred to as "VITALANT") and City of El Paso with its principal place of business located at 300 N. Campbell (hereinafter referred to as “CITY” or “TAS” as defined below). VITALANT and CITY may be referred to herein from time to time as a “party” or collectively as the “parties” to this Agreement.

RECITALS

A. CITY is an organization licensed and certified under applicable state and/or federal law that provides emergency medical services and/or emergency patient transport, including blood transfusion services to patients before arrival at a hospital upon order of a licensed physician.

B. CITY is a transfusion administration service (“TAS”), as defined in the AABB Standards for Emergency Prehospital and Scheduled Out-of-Hospital Transfusions (“AABB Standards”) and agrees to act in accordance with AABB Standards regardless of its affiliation or accreditation with AABB.

C. VITALANT is a blood bank licensed under the United States Department of Health and Human Services, Food and Drug Administration (“FDA”) and accredited by the AABB, formerly known as the American Association of Blood Banks (“AABB”), and its reference laboratories are Clinical Laboratory Improvement Amendments (“CLIA”) certified.

D. VITALANT is licensed to provide blood and blood components and reference laboratory services specified below to TAS for use in the treatment of TAS’s patients and undergoes regular inspections by the FDA and AABB, among other federal and state regulatory agencies.

E. TAS elects to obtain blood and blood components and related services from VITALANT for prehospital blood transfusions as set forth in this Agreement and VITALANT agrees to provide blood and blood components and related services to TAS for such use, in accordance with the terms of this Agreement and AABB Standards related to prehospital transfusions.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and restrictions set forth herein, the parties agree to the following terms and conditions:

1. RESPONSIBILITIES OF VITALANT.

1.1 Provision of Blood and Blood Components. VITALANT will be TAS’s primary supply source for blood and blood components for emergency use by patients treated or transported for medical treatment by the TAS, if such blood components are available. If VITALANT cannot reasonably obtain the quantity of blood components requested within the time requested, it will promptly notify TAS. In no event will VITALANT be liable to TAS or to any patient of TAS for the unavailability of blood components.

1.2 Delivery of Blood and Blood Components. Unless other arrangements are made, VITALANT will pay expenses for routine delivery of blood and blood components to TAS, using the method of delivery or shipment that VITALANT determines is appropriate to the circumstances. All blood and blood components supplied to TAS will be accompanied by appropriate documentation. Blood and blood components will be transported to TAS in a validated manner so that the blood and blood components remain within required specification throughout the transport period. Upon delivery to TAS, TAS will be responsible for any loss, destruction, or damage to the units of blood or blood components. Unless other arrangements are made, TAS will pay expenses for urgent delivery of blood and blood components from Vitalant to TAS.

1.3 ABO/Rh Type Confirmation of Red Blood Cells and Whole Blood In accordance with AABB standards, Vitalant will confirm the ABO/Rh type of all red blood cells and whole blood delivered to TAS. Red blood cells and whole blood will be labeled with an Uncrossmatched Blood sticker which will indicate that type confirmation testing has been performed. Vitalant will not perform any compatibility testing under this Agreement. It is the responsibility of TAS to make arrangements with a third-party to perform any other required testing on behalf of TAS.

1.4 TAS Notification. If VITALANT becomes aware that blood or a blood component is potentially infectious, including with HIV or HCV, and may have been provided to TAS, VITALANT will notify TAS in compliance with regulatory requirements of FDA. Where required or allowed by law, notification to TAS may be provided through a state department of health or similar government agency. Upon receipt of such notice, TAS will have a process for providing relevant unit and/or patient information as requested when notified by VITALANT. TAS will promptly notify, per regulatory requirements, the recipient of the blood or blood component, or the recipient's physician and/or receiving hospital. Notification will be provided as follows:

a) Within three (3) calendar days after identifying blood or blood components previously collected from donors who have subsequently tested reactive for infectious disease markers (IDM) or from donors who are determined to be at increased risk for transmitting HCV or HIV infection, VITALANT will:

(i) Quarantine all in-date blood and blood components identified from the donor if intended for use in another person or for further manufacture into injectable products; and

(ii) Notify consignees to quarantine all in-date blood and blood components identified from the donor if intended for use in another person or for further manufacture into injectable products.

(b) Within forty-five (45) calendar days of a reactive test for IDM, VITALANT will notify consignees of the donor's test results.

(c) VITALANT will comply with all applicable "Lookback" requirements for notification, quarantine and return of blood and blood components as set forth in 21 C.F.R. 610.46–610.47 and relevant FDA Guidance for Industry.

1.5 VITALANT will notify TAS immediately of any incident at VITALANT that affects the safety, purity or potency of VITALANT blood or blood components and to notify FDA of adverse events, as required by applicable law.

1.6 Books and Records. VITALANT will permit TAS, at its own cost and expense, to audit the books and records maintained by VITALANT that pertain to the services set forth in this Agreement on an annual basis and upon reasonable notice to VITALANT. VITALANT will permit FDA to inspect and audit the records maintained by VITALANT as may be necessary for the blood services performed for TAS.

1.6.1 Access to Books and Records. To the extent required by Section 1861 of the Social Security Act, until the expiration of four (4) years after the last transaction consummated under this Agreement, VITALANT will make available, upon written request by the Secretary, the Comptroller General, or their respective duly authorized representatives, this Agreement and all books, documents and records of VITALANT that are necessary to certify the nature and extent of the fees under this Agreement. If VITALANT carries out the duties of this Agreement through a permitted subcontract worth $10,000 or more over a 12-month period with a related organization, to the extent required by Section 1861, the subcontract also must contain an access clause to permit access by the Secretary, the Comptroller General and their respective duly authorized representatives to the related organization's books, documents and records.

1.7 Compliance with Laws, Regulations and Standards. VITALANT will comply with applicable laws, regulations and accepted professional standards, including AABB Standards, in performing its obligations under this Agreement and will maintain current and valid licenses, permits and approvals required to perform the services set forth in this Agreement. This includes maintaining policies, processes and procedures to address the applicable requirements of the AABB Standards related to prehospital transfusions. VITALANT will perform such additional responsibilities as set forth and agreed upon in the attached Exhibit A, Roles and Responsibilities for Emergency Prehospital Transfusion Services, incorporated herein by reference.

2. RESPONSIBILITIES OF TAS.

2.1 Receipt and Inspection of Blood. TAS is responsible for inspecting all blood or blood components upon delivery and will notify VITALANT immediately of any blood or blood components found to be damaged, abnormal in appearance, received at unacceptable temperatures, or if there appear to be any testing, labeling or shipping errors. TAS will maintain a procedure for receiving blood or blood components prior to placing them in available inventory for use.

2.2 Order for Transfusion. For every transfusion initiated by TAS, TAS will ensure that such requests are accompanied by the appropriate emergency transfusion documents.

2.2.1 Emergency Transfusion. TAS's records will contain an attestation stating the ordering physician or authorized medical provider concluded that the clinical situation was sufficiently urgent to require emergency release of uncrossmatched blood before completion of compatibility testing.

2.3 Materials for Testing and Identification; Collection of Specimens. Upon transfer of care, TAS will provide to the hospital accepting responsibility for the care of the patient all materials that relate to the transfusion, including patient samples, empty bags and segments, for follow-up testing and for identification of the blood and blood components transfused, including name of the component, the donor ABO-Rh type and donation identification number.

2.4 Storage of Blood. TAS will maintain specific storage units restricted to storage of blood and other biologicals capable of maintaining required storage temperatures as specified by

FDA Regulations, AABB Standards, and VITALANT policies, and which are equipped with a continuous temperature monitoring system that records temperatures at least once every four hours. TAS will ensure all containers are validated for the handling, storage and transport of blood and blood components to ensure that temperatures are maintained within the acceptable range for the expected duration of transport, storage and shipping. TAS will ensure blood and blood components remain within the acceptable temperature range during storage and transport. TAS will verify continuous blood storage temperature of the storage unit and will maintain such documentation for ten years, or as otherwise required by applicable regulations or standards. Blood storage temperature records and procedures will be available to VITALANT or regulatory agencies upon request. Products with unacceptable temperature excursions are not to be returned to storage, or transfused, and should be properly disposed of by TAS, at its expense.

2.4.1 Inspection of Facilities and Documentation. Upon request by VITALANT or any licensing, regulating or accrediting agency or organization to which VITALANT is subject, including FDA and AABB, TAS will allow on-site inspections of blood storage facilities and storage units during normal business hours by VITALANT or any applicable regulatory or accrediting agency applicable to VITALANT. TAS will further allow VITALANT or any such regulatory or accrediting agency to review and copy, without charge, TAS standard operating procedures for blood storage and quality assurance or any other similar or related records documenting compliance with this Agreement.

2.5 Contractual Relationship with Hospital Rotation Partner. TAS represents and warrants that it has a contractual relationship with a hospital that agrees to accept red blood cells and whole blood from TAS in order to reduce waste and promote good stewardship of blood products ("Hospital Rotation Partner"). TAS will notify Vitalant immediately in the event it ceases to have a contractual relationship with a Hospital Rotation Partner. In such event, Vitalant may immediately cease providing red blood cells and whole blood until TAS establishes a new Hospital Rotation Partner provider or may limit the product offering to TAS. TAS will have SOPs and processes in place to ensure all regulations, AABB Standards, and VITALANT policies are followed in the transfer of blood to a rotation partner.

2.6 No Return of Blood Components. Vitalant will not accept any return of blood or blood components from TAS under this Agreement. This section does not prohibit TAS from transferring blood or blood components to its Hospital Rotation Partner, as may be agreed upon, in order to reduce waste and promote good stewardship of blood products.

2.7 Transfusion Practices. TAS represents that it has established, implemented and will maintain written transfusion policies and procedures for recipient identification, blood administration, including recognition, treatment and reporting of transfusion related complications and post-transfusion requirements to VITALANT and receiving hospital. TAS represents that it has established a process to notify receiving hospital and/or prehospital care providers of the patient's transfusion status, including any transfusion-related adverse events, through the continuum of care, and otherwise in accordance with good medical practice, AABB Standards, FDA Regulations and the applicable state and federal laws. TAS will designate a Medical Director who is a licensed physician in good standing within the state, and qualified by education, training and experience for oversight of prehospital blood transfusion activities in accordance with AABB Standards. The medical director will have responsibility and authority for all medical and technical policies, processes, and procedures and for the consultative and support services that relate to the care and safety of the transfusion recipients. TAS's medical director will participate in the development of protocols for the administration of blood and blood components and the identification, evaluation and reporting of adverse events related to transfusion as required by applicable regulations and AABB Standards.

2.8 Professional Judgment and Practice Standards. In the performance of all services pursuant to this Agreement, TAS and its employees, agents and medical staff are at all times acting as independent professionals engaged in the practice of transfusion services. TAS and its personnel will employ their own means and methods and exercise their own professional judgment in the performance of transfusion services to a patient, and VITALANT will have no right of control or direction with respect to such means, methods, or judgments, or with respect to the details of the transfusion services provided. It is the responsibility of TAS to comply with AABB Standards, FDA Regulations and standards of all other applicable regulatory and accrediting entities with respect to the delivery of transfusion services.

2.9 Use of Blood Components. TAS represents and warrants that it has a process in place to evaluate its ongoing utilization and need of blood products to reduce waste. TAS agrees to accept all blood products ordered by it from VITALANT and, upon receipt thereof, will be responsible for maintaining the integrity and suitability of the blood product until transfused or otherwise disposed of in accordance with applicable laws. The blood products provided to TAS may not be sold, exchanged, or transferred without the prior authorization of VITALANT, except in the event of an emergency. TAS will notify VITALANT in the event of such an emergency and retain records to track the disposition of the unit. TAS will not sell or transfer any VITALANT blood components to any other person or entity, unless otherwise approved by VITALANT. All blood products ordered by TAS under this Agreement, if not used by the TAS for patient care or transferred by TAS to its Hospital Rotation Partner, will be destroyed by TAS in accordance with all applicable federal or state regulations or handled otherwise as required by law. All bags and containers bearing the VITALANT name or label will, after use, subject to state and federal regulations, be destroyed by TAS appropriately and not reused.

2.10 Blood Product Stewardship and Waste Reporting. TAS agrees to be a good steward of blood product. At VITALANT's request, TAS will report its waste to VITALANT in a format that is mutually agreed between the parties. If requested, waste will be reported as blood product determined to be unsuitable for blood transfusion and required to be discarded due to expiration, contamination, failure to transfer to a Hospital Rotation Partner, or otherwise unsuitable for use. The parties agree to meet to review TAS's waste reporting and to identify areas of improvement and collaborative efforts to reduce wastage.

2.11 Transfusion Complications; Other Compliance Requirements. TAS represents that it has and will continue to have a system for detection, reporting and evaluation of suspected complications of transfusion. TAS agrees to allow VITALANT to inspect, request information, and review medical records for investigations into potential adverse reactions or results in accordance with applicable regulations and standards. TAS also agrees to cooperate with VITALANT for the identification of persons who may have been exposed to infectious diseases through blood transfusion, in accordance with applicable regulations and standards.

(a) TAS will report to VITALANT immediately upon discovery of any transfusion adverse reactions which occur in blood or blood component recipients.

(b) TAS will report to VITALANT within twenty-four (24) hours of discovery all transfusion adverse reactions which occur in blood or blood component recipients when the reaction is suspected to be due to an attribute specific to the donor or the processing of the blood or blood component. All clinically-significant reactions, infections or infectious diseases in recipients of blood or blood components that could have resulted from transfusion of

blood or blood components provided under this Agreement and for which another more likely cause is not apparent should be reported to VITALANT immediately upon discovery. TAS, reports made verbally will be followed up by a written report within forty-eight (48) hours of telephone notification. TAS will cooperate fully in any investigation of serious reactions due to, or associated with, transfusion. If any transfusion is associated with a fatality, such event also must be reported by TAS to the FDA in accordance with applicable federal regulations.

(c) TAS will cooperate fully and expeditiously with all requests to quarantine and return blood and blood components as part of retrievals, recalls or market withdrawals of blood and blood components, as reasonably requested by VITALANT.

(d) TAS will comply with all applicable "Lookback" requirements for notification, quarantine and return of blood and blood components as set forth in 21 C.F.R. 610.46–610.47 and relevant FDA Guidance for Industry.

2.12 Records. TAS will ensure that all blood, blood components and critical materials used are identified and traceable from source to final disposition and is responsible for recording the final disposition of blood or blood components. TAS will retain for a minimum of ten (10) years complete and retrievable records of the final disposition of each unit of blood or blood component provided by VITALANT to assure identification of the recipient and recipient's physician. In the event of a sale, merger, liquidation, or bankruptcy of TAS or if TAS should cease doing business for any reason, TAS will promptly provide VITALANT with the name and address of the person responsible for maintaining the records of TAS.

2.13 Quality Assessments. TAS represents and warrants it has implemented a quality management system to engage in ongoing quality monitoring and utilization review through internal and external assessments. Such assessments will be sufficiently comprehensive to ensure that services, products, equipment, materials, and analytical functions perform as intended; and such assessments will monitor, evaluate, manage, and report adverse events related to safety and quality.

2.14 Compliance with Laws, Regulations and Standards. TAS will comply with applicable laws, regulations and accepted professional standards, including AABB Standards, in performing its obligations under this Agreement and will maintain current and valid licenses, permits and approvals required to perform the services set forth in this Agreement. This includes maintaining policies, processes and procedures to address the applicable requirements of the AABB Standards related to prehospital transfusions. TAS will perform such additional responsibilities as set forth and agreed upon in the attached Exhibit A, Roles and Responsibilities for Emergency Prehospital Transfusion Services, incorporated herein by reference.

3. FEES AND BILLING.

3.1 Blood Service Fees. VITALANT charges a blood service fee (the "Blood Service Fees") to cover the costs associated with collecting, processing, testing and delivering blood and blood components for patient use and to advance VITALANT's nonprofit mission so that it may continue to provide services. The Blood Service Fee Schedule is attached as Exhibit B and incorporated herein by reference. TAS agrees to pay VITALANT the Blood Service Fees as set forth in Exhibit B. The parties agree that the Blood Service Fees set forth in Exhibit B shall remain

fixed for the Initial Term, with the express exception of any fee increase made by VITALANT pursuant to subsection 3.1.1 below.

3.1.1 In consideration of additional expenses it may incur, VITALANT has the right to increase the Blood Service Fees and/or Lab Service Fees at any time during the Term of the Agreement, upon thirty (30) days' prior written notice to TAS, in the event (a) new or increased tariffs, duties, taxes, assessments or other governmental charges ("Governmental Charges") are imposed or take effect on any goods, components or raw materials used by VITALANT to fulfill its obligations under this Agreement, or (b) VITALANT implements a new laboratory test and/or process relating to collection and provision of blood and blood components intended to improve the safety or quality of blood or blood components provided to TAS and as required by FDA or applicable state law or as advisable pursuant to professional standards, including standards, guidance or recommendations issued by or through the FDA, AABB or other professional organizations. Upon request by TAS, to the extent feasible, VITALANT will provide verification of any such Governmental Charges or requirement and/or recommendation of FDA, federal or state law, and/or professional standards, including standards, guidance or recommendations issued by or through the AABB or other professional organizations, which lead to the fee increase.

3.2 Lab Services Fees. When VITALANT provides laboratory testing (collectively, "Lab Services"), VITALANT will invoice TAS, and TAS will pay VITALANT, for Lab Services in accordance with the VITALANT Lab Services Fee Schedule set forth in Exhibit C, attached hereto and incorporated herein by reference. TAS agrees that it has the right to bill and collect from patients or third-party payers for Lab Services performed under this Agreement. VITALANT agrees that it will not bill any patient or third-party payer directly for any Lab Services performed under this Agreement. VITALANT may increase Lab Service Fees in accordance with subsection 3.1.1 above.

3.3. Primary Provider. Subject to the other terms and conditions of the Agreement, VITALANT and TAS acknowledge and agree that the Blood Service Fees are offered to TAS in consideration of VITALANT being the primary provider of blood and blood components and to TAS. TAS may during the term of the Agreement obtain blood or blood components from a provider other than VITALANT only if:

(a) There is a medically emergent circumstance that VITALANT is not able to meet; or

(b) There is a Force Majeure Event (as provided in Section 7); or

(c) VITALANT is unable to or refuses to provide blood or blood components after TAS has requested VITALANT to do so; or

Except as stated above in Section 3.3, TAS will utilize VITALANT as its primary source of blood and blood components, to meet all of TAS's routine and emergency needs for obtaining blood or blood components during the Term of the Agreement.

3.4 Payment Terms. VITALANT will submit invoices for Blood Services Fees as stated in the Agreement on a semi-monthly basis. Payment of any such invoice is due and payable by TAS within thirty (30) days of invoice date. Past due amounts will accrue interest at one and one-half percent (1.5%) per month or the maximum rate allowed under applicable law.

3.4.1 Discontinuation of Services. If TAS's account is more than sixty (60) days past due, VITALANT may discontinue providing services under this Agreement immediately and without notice. Upon payment in full by TAS, VITALANT will reactivate the services to TAS. VITALANT reserves the right to discontinue services separate from Section 4.2 below.

4. TERM AND TERMINATION.

4.1 Term. The term of the Agreement will be a twelve (12)-month period beginning on July 1, 2026 and ending on June 30th, 2027 (the "Initial Term") The Agreement will automatically renew for no more than two successive one (1) year periods after the Initial Term (each a "Renewal Term") in accordance with and subject to the terms and conditions hereof. Either party may terminate renewal of this Agreement by providing the other party with written notice at least ninety (90) days prior to the expiration of the Initial Term or a Renewal Term, which termination shall be effective at the end of the Initial Term or Renewal Term.

4.2 Termination with Cause. Either party may terminate the Agreement upon the material breach of the Agreement by the other party by giving the other party thirty (30) days' prior written notice. If the material breach is not cured by the breaching party within thirty (30) days of receipt of the notice, the Agreement will terminate at the end of such thirty (30) day period. Vitalant may terminate the Agreement if TAS fails to pay any amount when due hereunder and such failure continues more than five (5) calendar days after VITALANT'S written notice of non-payment to TAS.

5. OWN ACTS AND INSURANCE.

5.1 VITALANT Responsibility for Own Acts. VITALANT shall be responsible for its own acts, errors, and omissions and the acts, errors, and omissions of its officers, employees, agents, and contractors, to the extent provided by law.

5.2 TAS Responsibility for Own Acts. TAS shall be responsible for its own acts, errors, and omissions and the acts, errors, and omissions of its officers, employees, agents, and contractors, to the extent provided by law.

5.3 Insurance. Each party will secure and maintain, at its own expense, professional liability, errors and omissions, commercial general liability, and worker's compensation and employer's liability coverage with limits necessary to satisfy each party's obligations under this Agreement. Upon request, each party agrees to provide the other party with certificates of such insurance coverage.

6. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.

No laboratory tests or other procedures are presently available that can ensure that the blood or blood components provided under the Agreement are free from all agents that may cause disease or illness, including but not limited to the presence of bacteria, viruses and retroviruses. **ACCORDINGLY, VITALANT MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE BLOOD AND BLOOD COMPONENTS AND RELATED SERVICES TO BE PROVIDED UNDER THE AGREEMENT, AND NO PROVISION OF THE AGREEMENT CREATES ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

EXCEPT WITH RESPECT TO INSTANCES OF INTENTIONAL MISCONDUCT, UNDER NO CIRCUMSTANCES AND UNDER NO THEORY OF LIABILITY WILL EITHER PARTY OR ANY OF ITS OFFICERS, DIRECTORS, OR AGENTS BE LIABLE TO THE OTHER FOR ANY PUNITIVE OR EXEMPLARY DAMAGES ARISING UNDER OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER EITHER PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN CIRCUMSTANCES WHERE ALL OR ANY PORTION OF THE PROVISION OF THIS PARAGRAPH ARE FINALLY JUDICIALLY DETERMINED TO BE UNAVAILABLE, THE AGGREGATE LIABILITY OF EITHER PARTY OR ANY OF ITS OFFICERS, DIRECTORS, SUBCONTRACTORS OR AGENTS WILL NOT EXCEED AN AMOUNT WHICH IS PROPORTIONAL TO THE RELATIVE FAULT THAT THEIR CONDUCT BEARS TO ALL OTHER CONDUCT GIVING RISE TO SUCH CLAIM.

7. FORCE MAJEURE.

Each party will be excused from any delay in performance or from failure to perform in accordance with the terms of the Agreement to the extent that such delay or failure to perform results from any cause beyond the reasonable control of the party, including without limitation, shortage of supply of raw materials, labor shortage, labor riot or unrest, strike, acts of regulatory agencies (including FDA withdrawal and recall recommendations), public health emergencies, quarantine restrictions, man-made or natural disasters, acts of God, acts of war, terrorism, public utility interruptions, freight embargoes, unusually severe weather, discontinuance of necessary products, delay in delivery of goods or services by suppliers or subcontractors to such party, loss of goods in transit, governmental or court action, and any other cause or event beyond the reasonable control of the party (the "Force Majeure Event"). Such party will give notice to the other party promptly in writing upon learning of the Force Majeure Event. In the event a Force Majeure Event prevents a party from complying with terms of the Agreement for more than one hundred eighty (180) days, either party may terminate the Agreement by providing thirty (30) days' prior written notice. Notwithstanding any provision to the contrary, the affected party will not be liable for any damages arising out of the Force Majeure Event.

8. CONFIDENTIALITY.

8.1 Confidential Information. During the term of this Agreement and for a period of five (5) years after any termination or expiration hereof, VITALANT and TAS acknowledge and agree that all information communicated by one party (the "Disclosing Party") to the other (the "Receiving Party") in connection with this Agreement will be received in confidence, and will be used only to carry out the terms of this Agreement. Confidential information will not be disclosed by the Receiving Party or its agents or personnel without the prior written consent of the Disclosing Party. Subject to this Section, TAS agrees not to disclose any financial terms or pricing set forth in this Agreement, or any terms of this Agreement relating to the services provided to TAS by VITALANT. The obligations under this Section do not apply to information that: (a) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, (b) was known to the Receiving Party or had been previously possessed by the Receiving Party without restriction against disclosure at the time of receipt thereof by the Receiving Party, (c) was independently developed by the Receiving Party without violation of this Agreement, (d) is de-identified and/or used as part of an aggregate compilation of data such that the information cannot be reasonably attributed toa particular party or person(s), or (e) is required to be disclosed in response to an audit, inspection or formal inquiry by a state or federal regulating body or agency, or an applicable credentialing or accrediting organization, provided such response is limited to disclosure only of that information necessary or lawfully required to reasonably respond, and does not include disclosure of confidential or sensitive financial or fee schedule information.

If either party receives a subpoena or other validly issued administrative or judicial demand, or any requests for records under the Texas Public Information Act, requiring it to disclose the other party's confidential information, such party will provide prompt written notice to the other of such demand in order to permit it to seek a protective order, or provide written argument to the Attorney General's Office regarding the release of said records. So long as the notifying party gives notice as provided herein, the notifying party will be entitled to comply with such demand to the extent permitted by law by disclosing only the minimum Confidential Information that is required to be disclosed, subject to any protective order or the like that may have been entered in the matter.

8.2 Privacy and Security. The parties acknowledge and agree that each will independently comply with its respective applicable state and federal laws and regulations regarding privacy and security of health information. The parties also acknowledge and agree that the services contemplated under this Agreement do not create a business associate relationship under the Privacy and Security Rules promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") because the services either do not involve the exchange of protected health information ("PHI") or the exchange of PHI is for treatment purposes. Should the parties' relationship become a business associate relationship in the future based on the expansion of services by VITALANT to TAS, the parties agree to promptly execute a mutually agreeable business associate agreement.

9. PARTICIPATION IN FEDERAL HEALTHCARE PROGRAMS.

Each party represents and warrants that (a) neither it nor any of its affiliates that render services pursuant to this Agreement ("Relevant Affiliates") is an Excluded Person, and (b) to the best of its knowledge, none of its or its Relevant Affiliates' employees who render billable services in connection with this Agreement ("Relevant Employees") is an Excluded Person. For purposes of this Agreement, the term "Excluded Person" means a person or entity who has been excluded from participation in federal health care programs as set forth on the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Non-Procurement Programs (GSA website) for excluded individuals or entities, and applicable state Medicaid exclusion lists. Each party will provide prompt written notice if it or any of its Relevant Affiliates or Relevant Employees becomes an Excluded Person, and will promptly remove any Relevant Employees from performing any services pursuant to this Agreement, as soon as it becomes aware of such Excluded Person status. If a party or any Relevant Affiliate becomes an Excluded Person, the other party will have the right to terminate this Agreement immediately. If a Relevant Employee becomes an Excluded Person, this Agreement may be terminated, pursuant to Section 4.2 of this Agreement; however, if the party or Relevant Affiliate terminates the Relevant Employee's employment within the notice period afforded in Section 4.2, the Agreement will remain in full force and effect.

10. MISCELLANEOUS.

10.1 Relationship of the Parties. The parties are, and at all times, will remain independent contractors, and nothing in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.

10.2 Survival. The provisions of this Agreement which by their terms survive termination or expiration will continue to be enforceable notwithstanding termination.

10.3 Severability. If any term, provision, covenant or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the

provisions hereto will remain in full force and effect and will in no way be affected, impaired or invalidated as a result of such decision.

10.4 Assignment. Neither party may assign, delegate, or transfer in any manner the obligations and rights set forth in the Agreement without the written consent of the other party, which will not be unreasonably withheld. Notwithstanding the foregoing, either party may assign or transfer this Agreement or its rights, interests or obligation under this Agreement, without consent, to any entity which controls, is controlled by, or is under common control with, the party. This Agreement inures to the benefit of and is binding upon the permitted successors and assigns of the parties.

10.5 No Waiver. The failure of a party to complain of any act or omission on the part of the other party, no matter how long the same may continue, will not be deemed a waiver by such party of any of its rights under this Agreement. No waiver by a party, whether express or implied, of any breach of any provision in this Agreement will be deemed a waiver of a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. No acceptance by VITALANT of any partial payment will constitute an accord or satisfaction.

10.6 Amendments. The Agreement or any part of it may be amended only by the mutual written agreement of the parties unless otherwise provided in the Agreement.

10.7 Entire Agreement. The Agreement and the Exhibits attached hereto, constitutes the entire agreement between the parties relating to the subject matter of the Agreement and will supersede all prior arrangements, negotiations, and understandings between the parties, whether oral or written.

10.8 Notice. Any written notification required hereunder will be sent by email, or mailed by certified mail or courier, return receipt requested, to the addresses set forth below. Notice sent by email, certified mail, or courier will be deemed delivered effective when received by the recipient thereof, with satisfactory evidence of successful delivery.

If to VITALANT:
VITALANT
Attn: VP, Sales
9305 East Via de Ventura
Scottsdale, AZ 85258
legal@vitalant.org

With a copy to:
VITALANT
Attn: General Counsel
9305 East Via de Ventura
Scottsdale, AZ 85258
legal@vitalant.org
bshah@vitalant.org

If to TAS: 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: Fire Chief
416 N. Stanton
Suite 200
El Paso, Texas 79901

Either party may designate another mailing address for notice for itself at any time upon written notice to the other party delivered as provided herein.

10.9 Change in AABB Standards or Law. In the event that a change in AABB standards or state or federal law, including applicable regulations, or enforcement of same materially affects

the Agreement, the parties will promptly negotiate, in good faith, any necessary or appropriate amendment(s) to the Agreement. If the parties fail to reach a mutually agreeable amendment within thirty (30) days, the Agreement will terminate at the end of such thirty (30) day period.

10.10 Third Parties. The Agreement is not intended and will not be construed to create any rights or benefits for any person or entity not a party to the Agreement.

10.11 Exhibits. All Exhibits referred to in the Agreement are hereby incorporated herein. In the event that any provision of the Agreement conflicts with any Exhibit, the Exhibit will control with respect to the subject matter of such Exhibit.

10.12 Ability to Enter Agreement. Each party represents and warrants that it is free to enter into the Agreement and to perform each of the terms and conditions of the Agreement, and that the individuals signing below are authorized to execute this Agreement on behalf of such parties.

10.13 Attorneys' Fees. If any legal action or proceeding arising out of or relating to the Agreement is brought by either party, the prevailing party will be entitled to receive from the other party, in addition to any other relief that may be granted, reasonable attorneys' fees, costs and expenses incurred in any such action or proceeding.

10.14 Governing Law. The Parties agree to remain silent as to governing law.

10.15 Jurisdiction and Venue. The Parties agree to remain silent as to jurisdiction and venue.

10.16 Headings. The titles and headings of the various sections of this Agreement have been inserted only for convenience for reference. They are not part of this Agreement and may not be used to construe or interpret any of the terms of this Agreement.

10.17 Counterparts. The Agreement may be executed in any number or counterparts, each of which will be deemed an original. All such counterparts together will constitute but one and the same instrument.

10.18 Marketing and Publicity. Each party agrees to work collaboratively on marketing and publicity opportunities and will first obtain prior written approval to use the other party’s name, symbols, trademarks or service marks in advertising or promotion materials.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE BLOCK FOLLOWS IMMEDIATELY]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names by their duly authorized officers, all as of the Effective Date first written above.

VITALANT	CUSTOMER
By (Signature)	By (Signature)
Gregory S. Ballish	
Name (Print)	Name (Print)
Vice President, Sales	
Title (Print)	Title (Print)
5/5/2026	
Date	Date

CITY OF EL PASO, TEXAS

Dionne Mack, City Manager

Date: _____

APPROVED AS TO FORM:

Eric Gutierrez
Senior Assistant City Attorney

Jonathan P. Killings
Fire Chief

EXHIBIT A

Roles and Responsibilities for Emergency Prehospital Transfusion Activities

	Blood Provider VITALANT	TAS-City of El Paso Fire Department
Name:	Jennifer Sanders	Jose Ortiz
Title:	Regional Account Director	Community Health Deputy Chief
Phone/Fax:	214 490-3233	915-212-5643
Address ***(mail/delivery):***	9305 East Via de Ventura Scottsdale, AZ 85258	416 N. Stanton suite 200 El Paso, Texas, 79901
E-mail Address:	jsanders@vitalant.org	FD-CommunityHealth@elpasotexas.gov
		Hospital Rotation Partner for TAS University Medical Center
Name:		Jessica Marie Hernando, MLS ASCPCM
Title:		Blood Bank Supervisor
Phone/Fax:		915-521-7783 ext. 46001
Address ***(mail/delivery):***		4815 Alameda Ave., El Paso, Texas, 79905
E-mail Address:		Jessica.hernando@umcelpaso.org

The roles and responsibilities for prehospital transfusion activities listed below indicate whether the responsibility is that of the Blood Provider (VITALANT) or of the Transfusion Administrative Service City of El Paso as agreed upon by the parties and in accordance with the AABB Standards for Emergency Prehospital and Scheduled Out-of-Hospital Transfusions ("AABB Standards") related to prehospital transfusions.

The following items will be the responsibility of VITALANT:

- Provision of products to TAS for prehospital emergency use by patients treated or transported for medical treatment by TAS per established regulatory guidelines and requirements, including AABB Standards.
- ABO/Rh type confirmation of red blood cells and whole blood.
- Initiate an annual review of this contract and addendum for changes.
- Vitalant Medical Director review of potential adverse reactions as reported by TAS.

The following items will be the responsibility of TAS:

- Receipt and inspection of blood products prior to placing in inventory for use.
- Appropriate storage of blood products and recipient processes, as well as documentation per regulatory requirements or standards.
- Maintain appropriate emergency transfusion documentation.
- Provide materials that relate to transfusion, including patient samples, empty bags and segments to a receiving hospital for possible follow-up testing and identification of the blood or blood component transfused.
- Establish, implement and maintain written policies and procedures for the following:

    - Recipient identification
    - Blood administration, including recognition, treatment and reporting of transfusion related complications
    - Post-transfusion requirements to VITALANT and/or a receiving hospital.
    - Notification to a receiving hospital and/or prehospital care providers of the patient's transfusion status, including any transfusion-related adverse events, through the continuum of care
- Training of personnel on all procedures listed above.
- Designate a medical director for oversight of prehospital blood transfusion activities as set forth in this Agreement and in accordance with AABB Standards.
- Evaluation of ongoing utilization and need of blood products to reduce waste.
- Implementation of a quality management system.
- Established contractual relationship with Hospital Rotation Partner.
- Notify VITALANT in the event of any change to TAS's relationship with its Hospital Rotation Partner.

EXHIBIT B-1

Blood Service Fee Schedule

Product/Service Description	Fee Schedule July 1, 2026- June 30, 2027	Fee Schedule July 1, 2027- June 30, 2028	Fee Schedule July 1, 2028- June 30, 2029
RED BLOOD CELLS			
Whole Blood	$650.00	$676.00	$703.00
Red Blood Cells	$300.00	$312.00	$324.50
PLASMA COMPONENTS			
Liquid Plasma	$125.00	$130.00	$135.00

EXHIBIT B-2

WHOLE BLOOD PRODUCTS

A. Pricing: Blood Service Fees for Whole Blood Products will be charged in accordance with the fees set forth above in Exhibit B-1.

B. Ordering and Billing: TAS and Vitalant will agree to set up a standing order to be supplied directly from their local VITALANT blood center. TAS standing order for Whole Blood Products will be sufficient to meet the following weekly volume commitment:

Weekly Commitment	**__3__ whole blood units per week**

- In the event of product shortages or other inventory constraints and Vitalant is unable to supply the requested quantity of Whole Blood Products, Vitalant will work with TAS to determine a suitable alternative product, such as red blood cells or component therapy, which will be provided at the contracted rate for such products.
- Requests for additional Whole Blood Products in excess of weekly volume commitment is not guaranteed and will be provided by Vitalant based on product availability. If additional Whole Blood Products are requested and VITALANT is able to supply the request, TAS will be responsible for the additional associated shipping costs.
- If cancellations by TAS are frequent, VITALANT reserves the right to terminate this Addendum and all Whole Blood orders upon thirty (30) days' prior written notice to TAS.

C. Return: There are no returns, exchanges, or credits on Whole Blood Products that are unused or expired. Products that are deemed unsuitable for transfusion upon TAS's receipt and inspection of products are eligible for return and credit upon prompt notification to Vitalant.

D. Revisions: Any revisions to the ongoing weekly volume commitments set forth in Section B, above, will be effective only upon the mutual written agreement of the Parties, with at least fourteen (14) days' prior notice.

EXHIBIT C

LABORATORY SERVICES FEE SCHEDULE

(Last Updated August 2025)

Name	Item Number	Description	Fee Schedule July 1, 2026- June 30, 2027	Fee Schedule July 1, 2027- June 30, 2028	Fee Schedule July 1, 2028 - June 30, 2029
ABO Grouping	LS005	ABO Group (serology). ABO forward and/or reverse	$41.25	$42.49	$44.62
ABO/Rh	LS050	Includes ABO grouping (forward and reverse) and Rh(D) typing.	$68.76	$70.83	$74.37

File #: 26-0670, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Fire, Chief Jonathan Killings, (915) 212-5665
Fire, Assistant Chief Bryan Silva, (915) 212-5669

AGENDA LANGUAGE:

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

A Resolution authorizing the Mayor to sign a Memorandum of Agreement between the City of El Paso, by and through the El Paso Fire Department, and the Texas Department of State Health Services, for the provision of specific resources to aid with the City's emergency readiness and public health preparedness.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Fire

AGENDA DATE: 6/9/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Chief Jonathan Killings **PHONE NUMBER:** 915-212-5665

2nd CONTACT PERSON NAME: Chief Bryan Silva **PHONE NUMBER:** 915-212-5669

DISTRICT(S) AFFECTED: All

AGENDA ITEM:

A resolution authorizing the Mayor to sign an interlocal agreement between the City of El Paso, by and through the El Paso Fire Department, and the Texas Department of State Health Services, for the provision of specific resources to aid with the City's emergency readiness and public health preparedness.

ISSUE STATEMENT:

The proposed Memorandum of Agreement (MOA) continues an existing partnership between the City of El Paso and the Department of State Health Services (DSHS) that has been in place since 2011. Through the HHS ASPR CHEMPACK program, nerve agent antidote containers are provided for emergency response needs, and in the event of a nerve agent exposure, the El Paso Fire Department will coordinate with the Department of Public Health to support response efforts and assist the community.

BACKGROUND:

The purposed Memorandum of Agreement (MOA) is the continuation of an existing program that has been in place between the City of El Paso and the Department of State Health Services (DSHS) since 2011. The Health and Human Services (HHS) Office of the Assistant Secretary Administration for Strategic Preparedness and Response (ASPR) CHEMPACK program provides a cache of nerve agent antidote containers for state and local health needs in the event of nerve agent exposure. Upon the necessity to distribute the nerve agent, the EPFD will coordinate with the Department of Public Health to respond and assist the community.

COUNCIL OPTIONS:

Approve the Resolution
Deny the Resolution

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

N/A

RELATED CITY POLICIES:

N/A

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

☐ *Legal counsel reviewed as a part of Council packet*

☑ *Legal counsel reviewed in advance of packet as an individual item*

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

Memorandum of Agreement

FOR MORE INFORMATION:

Staff Contact Name Telephone Number E-Mail Address

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

SIGNATURE: Jonathan Killings Digitally signed by Jonathan Killings Date: 2026.05.22 10:21:08 -06'00'

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

MEMORANDUM OF AGREEMENT

TEXAS DEPARTMENT OF STATE HEALTH SERVICES
AND
CITY OF EL PASO
FOR
ASPR CHEMPACK PROGRAM FOR TEXAS

DSHS CONTRACT NO. HHS001395100071

This Memorandum of Agreement ("MOA") is entered into between the **TEXAS DEPARTMENT OF STATE HEALTH SERVICES** ("DSHS") and **THE CITY OF EL PASO** ("Facility"), by and through the Fire Department each referred to in this MOA as a "Party" and collectively as the "Parties," to receive and maintain a nerve agent antidote ("CHEMPACK") stored in a Drug Enforcement Agency-approved container(s) ("CHEMPACK Container(s)").

I. Purpose

The Health and Human Services ("HHS") Office of the Assistant Secretary Administration for Strategic Preparedness and Response ("ASPR") CHEMPACK Program ("CHEMPACK Program") provides cache containers of nerve agent antidote for state and local health needs in the event of nerve agent exposure. Facility agrees to serve as a sustainable repository and location for the CHEMPACK containers.

II. Facility Responsibilities

Under this MOA, Facility will:

A. Coordinate response plans with the Facility's local public health department, regional health department, council of government, Metropolitan Medical Response System ("MMRS") representative, regional advisory council(s), and other local response agencies ("CHEMPACK Plan"). A copy of Facility's CHEMPACK Plan must be provided to Oscar Vasquez, the DSHS Regional CHEMPACK Coordinator, via email, to the following email address: Oscar.Vasquez@dshs.texas.gov . The Facility's CHEMPACK Plan must be submitted to the DSHS Regional CHEMPACK Coordinator no later than thirty (30) calendar days following the effective date of this MOA.
B. Ensure any CHEMPACK container is supervised by a medical professional that is licensed by the Drug Enforcement Agency ("DEA") to receive and possess Class IV drugs.
C. Ensure a DEA registrant assumes custody of CHEMPACK controlled substances. The DEA registrant must possess a DEA distribution license to assume custody of

CHEMPACK controlled substances. A practitioner DEA license is not approved for use in the CHEMPACK Program.

D. Maintain the integrity of product cases and manufacturer labels for CHEMPACK products stored in CHEMPACK Containers. Facility will not deface or cover labels. Facility will ensure CHEMPACK products remain in their original manufacturer packaging/cases.
E. Store only ASPR-provided CHEMPACK products in CHEMPACK Container(s). Facility understands that storage of non-ASPR provided products in CHEMPACK Container(s), including state-owned nerve antidotes, is not permitted. Facility will ensure that no items are placed on top of CHEMPACK Container(s) that exceed one hundred (100) pounds.
F. Maintain CHEMPACK Container(s) in a manner that assures compliance with storage and security requirements.
G. Meet HHS ASPR requirements for facilities that store CHEMPACK Containers ("CHEMPACK Cache Locations"), as described in the Cache Location Checklist and the current version of the CHEMPACK Program Guidelines.
H. Train Facility's response staff in appropriate use and documentation of CHEMPACK products and CHEMPACK Container maintenance.
I. Maintain the integrity of the CHEMPACK Container seal until an authorized state or local official determines that deployment of CHEMPACK products is warranted in response to a nerve agent release or to prevent the potential loss of life.
J. Notify and coordinate with the DSHS Regional CHEMPACK Coordinator immediately in the event of an emergency deployment/use of CHEMPACK products.
K. Notify and coordinate with the DSHS Regional CHEMPACK Coordinator within twelve (12) hours of a non-emergency use or compromise of the CHEMPACK Container(s).
L. Meet state and local protocols, statues, and regulations for the storage and responder use of the CHEMPACK products.
M. Acknowledge that the CHEMPACK Container(s) and CHEMPACK products are, and will continue to be, the property of the ASPR throughout the life of the CHEMPACK Program.
N. Dispose of any CHEMPACK products in accordance with instructions provided by ASPR and in conformance with federal, state, and local procedures.
O. Pay on-going utility fees for dedicated telephone line(s), security system(s), and back-up power.
P. Notify, coordinate with, and obtain approval from, the DSHS Regional CHEMPACK Coordinator at least seventy-two (72) hours prior to any non-emergency movement of the CHEMPACK Container(s).
Q. Provide CHEMPACK products to patients(s) free-of-charge. CHEMPACK products are supplied without charge to the Facility and will be supplied to patients without charge.
R. Acknowledge that once CHEMPACK products are opened, the CHEMPACK product will no longer be eligible for the ASPR Shelf-Life Extension Program and will become property of the Facility.

S. Accept the scheduled delivery from APSR, conduct and verify product replacement, sign applicable documentation, and return such CHEMPACK products and associated records as described in the CHEMPACK drop ship receive and return instructions included by ASPR in each shipment.
T. Return expiring CHEMPACK products from a drop shipment to an ASPR warehouse within ten (10) business days of receipt of replacement CHEMPACK product. If unable to return expiring CHEMPACK products within ASPR's recommended timeframe, Facility will contact the DSHS Regional CHEMPACK Coordinator for guidance.

III. DSHS Responsibilities

Under this MOA, and contingent upon continued coordination and use of Facility as a CHEMPACK Cache Location, DSHS will:

A. Provide any information that it maintains in the ordinary course of business that Facility needs to meet the requirements in **SECTION II, FACILITY RESPONSIBILITIES**, of this MOA.
B. Provide oversight and coordination, with ASPR, in CHEMPACK products deployment and maintenance.
C. Provide training on the ASPR CHEMPACK Program for Texas.

IV. Term of the MOA

This MOA will become effective on the signature date of the latter of the Parties to sign this MOA and remains in effect for five (5) years, unless terminated earlier pursuant to the terms and conditions of the MOA. There are no renewal periods under this MOA.

V. Early Termination

This MOA may be terminated under the following circumstances:

A. Termination for Convenience
    1. DSHS may terminate this MOA, in whole or in part, at any time when, in its sole discretion, DSHS determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in DSHS's notice of termination.
    2. Facility may terminate this MOA, upon written notification to the DSHS Regional CHEMPACK Coordinator a minimum of ninety (90) calendar days prior to the proposed termination date.
B. Termination for Cause
    1. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, DSHS may terminate the MOA, in whole or in part, upon either of the following conditions:

i. Material Breach - DSHS will have the right to terminate the MOA in whole or in part if DSHS determines, in its sole discretion, that Facility has materially breached the MOA or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Facility's duties under the MOA.

ii. Failure to Maintain Financial Viability - DSHS may terminate the MOA if, in its sole discretion, DSHS has a good faith belief that Facility no longer maintains the financial viability required to fully perform its responsibilities under **SECTION II, FACILITY RESPONSIBILITIES**, of this MOA.

2. Either Party may terminate the MOA should the ASPR CHEMPACK Program expire.

VI. MOA Remedies

To ensure Facility's full performance of the MOA and compliance with applicable law, DSHS reserves the right to hold Facility accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to:

i. suspending all or part of the MOA;

ii. requiring Facility to take specific actions in order to remain in compliance with the MOA;

iii. suspending, limiting, or placing conditions on the Facility's continued performance of its responsibilities under the MOA; or

iv. imposing any other remedies, sanctions, or penalties authorized under this MOA or permitted by federal or state law.

VII. Liability

As Facility is a local government entity, this MOA is an interlocal contract under Chapter 791 of the Texas Government Code. Under this MOA, Facility will provide a service related to a homeland security activity, and to the extent provided by Texas Gov't Code § 421.062, neither DSHS nor Facility is responsible for any civil liability which arises from furnishing this service.

Under this MOA, Facility will provide a service related to a homeland security activity. DSHS is not responsible for any civil liability related to homeland security activities under this MOA.

Additional Terms and Conditions

A. <u>No Cost</u>

This is a "no cost" agreement. DSHS shall not be obligated to make any payments of any amounts to Facility as a result of this MOA. Any costs and expenses incurred

under the terms of this MOA will be paid by the Party incurring the cost or expense. No funds appropriated to either Party will be exchanged under this MOA.

B. Assignment

Facility will not assign all or any portion of its rights under or interests in this MOA or delegate any of its duties without prior written consent of DSHS. Any written request for assignment or delegation must be accompanied by written acceptance of the assignment or delegation by the assignee or delegation by the delegate. Except where otherwise agreed in writing by DSHS, any assignment or delegation will not release Facility from its obligations under this MOA.

C. Public Information Act

The Parties understand that both Parties will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas.

D. Record Maintenance and Retention

1. Facility shall keep and maintain under Generally Accepted Accounting Principles (GAAP) or Governmental Accounting Standards Board (GASB), as applicable, full, true, and complete records necessary to fully disclose to DSHS, the Texas State Auditor's Office, the United States Government, and their authorized representatives' sufficient information to determine compliance with the terms and conditions of this MOA and all state and federal rules, regulations, and statutes.
2. Facility shall maintain and retain legible copies of this MOA and all records relating to the performance of the MOA. These records shall be maintained and retained by Facility for a minimum of seven (7) years after the MOA's expiration date or seven (7) years after the completion of all audits, claim, litigation, or dispute matters involving the MOA are resolved, whichever is later.

E. DSHS's Right to Audit

1. Facility shall make available at reasonable times, upon reasonable notice, and for reasonable periods, work papers, reports, books, records, and supporting documents kept current by Facility pertaining to the MOA for purposes of inspecting, monitoring, auditing, or evaluating by DSHS and the State of Texas.
2. In addition to any right of access arising by operation of law, Facility, any of Facility's affiliate or subsidiary organizations, or subcontractors, shall permit DSHS or any of its duly authorized representatives, as well as duly authorized federal, state, or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records (including but not limited to financial, client and patient records, books, papers

or documents) related to this MOA in accordance with the law. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: DSHS, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority.

3. If deemed necessary by DSHS or any duly authorized authority, for the purpose of investigation or hearing, Facility shall produce original documents related to this MOA.
4. Facility shall include this **SUBSECTION VIII(E)** of the MOA, concerning the right of access to, and examination of, sites and information related to this MOA in any subcontract it awards.

F. Compliance with Audit or Inspection Findings

1. Facility must act to ensure its compliance and its subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the MOA and the services and deliverables provided. Any such correction will be at Facility's sole expense or its subcontractor's sole expense. Whether Facility's action corrects the noncompliance shall be solely DSHS's decision.
2. Upon DSHS's request, Facility must provide DSHS a copy of those portions of Facility's internal audit reports and its subcontractors' internal audit reports relating to the services provided to the State of Texas under this MOA.

G. State Auditor's Right to Audit

1. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the MOA or indirectly through a subcontract under the MOA. The acceptance of funds directly under the MOA or indirectly through a subcontract under the MOA acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
2. The Facility shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

H. Amendment

This MOA may only be modified by written amendment signed by the Parties.

I. Change in Law and Compliance with Laws

Facility shall comply with all laws, regulations, requirements, and guidelines applicable to a vendor providing services required by this MOA to an agency of the State of Texas, as these laws, regulations, requirements, and guidelines currently exist and as amended throughout the term of the MOA. DSHS reserves the right, in its sole discretion, to unilaterally amend the MOA to incorporate any modifications necessary for DSHS's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements, and guidelines.

J. Governing Law and Venue

This MOA shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this MOA is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to DSHS.

K. Dispute Resolution.

1. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the MOA. If the Facility's claim for breach of contract cannot be resolved informally with DSHS, the claim shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Facility shall submit written notice, as required by Chapter 2260, to the individual identified in the MOA for receipt of notices. Any informal resolution efforts shall in no way modify the requirements or toll the timing of the formal written notice of a claim for breach of contract required under Section 2260.051 of the Texas Government Code. Compliance by Facility with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.
2. The contested case process provided in Chapter 2260 is Facility's sole and exclusive process for seeking a remedy for an alleged breach of contract by DSHS if the Parties are unable to resolve their disputes as described above.
3. Notwithstanding any other provision of the MOA to the contrary, unless otherwise requested or approved in writing by the DSHS, Facility shall continue performance and shall not be excused from performance during the period of any breach of contract claim or while the dispute is pending.

L. Limitation on Authority.

1. Any authority granted to Facility by DSHS is limited to the terms of this MOA.
2. Facility shall not have any authority to act for or on behalf of the DSHS or the State of Texas except as expressly provided for in the MOA; no other authority, power, or use is granted or implied. Facility may not incur any debt, obligation, expense, or liability of any kind on behalf of DSHS or the State of Texas.
3. Facility may not rely on implied authority and is not granted authority under the MOA to:

i. Make public policy on behalf of DSHS.
ii. Promulgate, amend, or disregard administrative regulations of program policy decisions made by state and federal agencies responsible for administration of a DSHS program; or
iii. Unilaterally communicate or negotiate with any federal or state agency or Texas Legislature on behalf of DSHS regarding DSHS programs or this MOA.

M. Severability

If any provision of the MOA is held to be illegal, invalid, or unenforceable by a court of law or equity, such construction will not affect the legality, validity, or enforceability of any other provision or provisions of this MOA. It is the intent and agreement of the Parties that this MOA shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal, and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal, and enforceable and that achieves the same objective. All other provisions of this MOA will continue in full force and effect.

N. Force Majeure

Neither Party shall be liable to the other for any delay in, or failure of performance of, any requirement included in the MOA caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.

O. No Implied Waiver of Provisions

The failure of either Party to object to or to take affirmative action with respect to any conduct of the other Party that is in violation or breach of the terms of the Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

P. Sovereign Immunity

Nothing in the MOA shall be construed as a waiver of DSHS's or the State of Texas's sovereign immunity. This MOA shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to DSHS or the State of Texas. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to DSHS or the State of Texas under the MOA or under applicable law shall not

constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. DSHS does not waive any privileges, rights, defenses, or immunities available to DSHS by entering into the MOA or by its conduct prior to or subsequent to entering into the MOA.

Q. Entire MOA and Modification

This MOA constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the MOA will be harmonized with this MOA to the extent possible.

VIII. Authorized Representatives

The following individual will act as the designated representative ("MOA Representative") authorized to administer activities including, but not limited to, notices, consents, approvals or other general communications to the maximum extent possible. The designated Party MOA Representatives are as follows:

DSHS

Oscar Vasquez
Regional MCM Coordinator
401 E. Franklin, Suite 210
El Paso, Texas 79901
(915) 834-7851
Oscar.Vasquez@dshs.texas.gov

Facility

Jonathan P. Killings, Fire Chief
City of El Paso, Fire Department
416 N. Stanton, Ste. 200
El Paso, Texas, 79901
915-212-5665
KillingsJP@elpasotexas.gov

Dionne Mack, City Manager
City of El Paso, City Manager
P.O. Box 1890
El Paso, Texas 79950
915-212-1064
MackDX@elpasotexas.gov

IX. Notice Requirements

A. All notices given by Facility shall be in writing, include the DSHS contract number, comply with all terms and conditions of the MOA, and be delivered to DSHS's MOA Representative identified above.

B. Facility shall send legal notices to DSHS at the address below and provide a copy to DSHS's MOA Representative:

Health and Human Services Commission
Attn: Office of Chief Counsel
4601 W. Guadalupe, Mail Code 1100
Austin, Texas 78751

With copy to:
Department of State Health Services
Attn: Office of General Counsel
1100 W. 49th Street, Mail Code 1919
Austin, Texas 78756

Notices given by DSHS to Facility may be emailed, mailed, or sent by common carrier. Email notices shall be deemed delivered when sent by DSHS. Notices sent by mail shall be deemed delivered when deposited by DSHS in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by DSHS with a common carrier, overnight, signature required.

City of El Paso, c/o Fire Chief
Attn: Jonathan P. Killings
Fire Department
416 N. Stanton, Ste. 200
El Paso, Texas, 79901

With a copy to:
City of El Paso
Attn: City Manager
P.O. Box 1890
El Paso, Texas 79950

C. Notices given by Facility to DSHS shall be deemed delivered when received by DSHS.

D. Either Party may change its MOA Representative or Legal Notice contact by providing written notice to the other Party.

X. Legal Authority

DSHS enters into this MOA under the authority of the following: Texas Health & Safety Code Chapters 12, 81, 771, 1001; and Texas Government Code, Chapters 418 and 531.

Facility enters into this MOA under the authority of the following: the Interlocal Cooperation Act, 791.001, Texas Government Code.

XI. Authorized Signatures

By signing, Parties acknowledge that they have read the MOA in its entirety and agree to its terms. The individuals whose signatures appear below have the requisite authority to execute this MOA on behalf of the named Party.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE
DSHS CONTRACT NO. HHS00395100071

FACILITY- CITY OF EL PASO

Renard U. Johnson, Mayor **Date Signed**

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO CONTENT:

Jonathan Killings
Jonathan P. Killings
Fire Chief

APPROVED AS TO FORM:

Carlos L.Armendariz
Assistant City Attorney

DEPARTMENT OF STATE HEALTH SERVICES

By: _____

Name: _____

Title: _____

Date of Execution: _____

RESOLUTION

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

That the Mayor be authorized to sign an interlocal agreement between the City of El Paso, by and through the El Paso Fire Department, and the Texas Department of State Health Services, for the provision of specific resources to aid with the City's emergency readiness and public health preparedness.

APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Carlos L. Armendariz
Assistant City Attorney

APPROVED AS TO CONTENT:

Chief Jonathan P. Killings
El Paso Fire Department

File #: 26-0672, **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, 4, and 7
Fire, Chief Jonathan Killings, (915) 212-5665
Fire, Assistant Chief Bryan Silva, (915) 212-5669

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 apply for and submit to the Department of Homeland Security and the Texas Division of Emergency Management (TDEM), grant application for the City of El Paso Fire Department project identified as FY 2024/2025 Building Resilient Infrastructure and Communities ("BRIC"); to provide financial assistance to the City of El Paso in the amount of $206,250.00 with a cash match of $68,750.00 for a total grant amount of $275,000.00.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Fire

AGENDA DATE: 6/9/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Chief Jonathan Killings **PHONE NUMBER:** 915-212-5665

2nd CONTACT PERSON NAME: Chief Bryan Silva **PHONE NUMBER:** 915-212-5669

DISTRICT(S) AFFECTED: 1,4,7

AGENDA ITEM:

A resolution authorizing the City Manager to apply for and submit to the Department of Homeland Security and TDEM, grant application for the City of El Paso Fire Department project identified as FY 2024/2025 Building Resilient Infrastructure and Communities ("BRIC"); to provide financial assistance to the City of El Paso in the amount of $206,250.00 with a cash match of $68,750.00 for a total grant amount of $275,000.00.

ISSUE STATEMENT:

Funding through the Building Resilient Infrastructure and Communities (BRIC) Grant will allow EPFD to acquire emergency backup generators for Fire Stations 18, 22, and 23.

BACKGROUND:

Funding through the Building Resilient Infrastructure and Communities (BRIC) program to acquire emergency backup generators for Fire Stations 22, 23, and 18, will help close a critical infrastructure resilience gap affecting 28 of the City's 37 fire stations. By implementing a full-load power continuity strategy, Fire Department will ensure uninterrupted operation of all essential station functions—including emergency communications, HVAC systems, and apparatus bay doors—during utility power disruptions, thereby strengthening emergency response capabilities and community resilience.

COUNCIL OPTIONS:

Approve the Resolution
Deny the Resolution

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

N/A

RELATED CITY POLICIES:

N/A

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

☐ *Legal counsel reviewed as a part of Council packet*

☑ *Legal counsel reviewed in advance of packet as an individual item*

AMOUNT AND SOURCE OF FUNDING:

Grant application for the total amount of $275,000.00
Funding Agency: DHS, FEMA Building Resilient Infrastructure and Communities (BRIC)

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

A. FY24/25 BRIC Mitigating Power Disruption Grant Application
B. GIF A Form - FY24/25 BRIC Mitigating Power Disruption Grant Application

FOR MORE INFORMATION:

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

SIGNATURE: Jonathan Killings

Digitally signed by Jonathan Killings
Date: 2026.05.22 10:20:03 -06'00'

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

RESOLUTION

WHEREAS, the Department of Homeland Security ("DHS") – Federal Emergency Management Agency ("FEMA") and the Texas Division of Emergency Management (TDEM) is currently accepting applications for the FY 2024/2025 Building Resilient Infrastructure and Communities ("BRIC"), and

WHEREAS, pursuant Ordinance No. 016016, the City Council previously designated the City Manager as the authorized signatory for City grant applications and acceptances in the interest of efficiency of administrative governmental operations; and

WHEREAS, the City of El Paso, Texas ("City") through its Office of Emergency Management, wishes to submit a grant application for the FY 2024/2025 BRIC in the amount of$275,000.00 with a required local cash match of $68,750.00; and

WHEREAS, if awarded, the funds received under the Grant would be utilized to purchase emergency backup generators for Fire Stations #18, #22, and #23; and

WHEREAS, the purchase of generators will help to close a critical infrastructure resilience gap affecting 28 of the City 37 Fire Stations and will strengthen the City's ability to respond to and mitigate incidents involving fire, medical emergencies, rescues, protect critical infrastructure, and other accidents and incidents.

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

THAT, the City Manager, or designee, is authorized to apply for and submit to the Department of Homeland Security and TDEM, grant application for the City of El Paso fire Department project identified as FY 2024/2025 Building Resilient Infrastructure and Communities ("BRIC"); to provide financial assistance to the City of El Paso in the amount of $206,250.00 with a cash match of $68,750.00 for a total grant amount of $275,000.00. Recipients are required to contribute twenty-five percent (25%) of the actual costs incurred with a project start date of January 1, 2027.

THAT, the City Council, through the City Manager, hereby designates the Grants Administrator, as the City's Financial Officer who is authorized to execute any related documents to carry the intent of this Resolution, including but not limited to the grant agreement, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections, or extensions of the grant agreement that increase, decrease, or de-obligate program funds, provided that no additional City funds are required.

(*Signatures on following page*)

APPROVED this ____ day of _____ 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Karla A. Saenz
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Jonathan P. Killings, Fire Chief
El Paso Fire Department

Grant Information Form
Part A - Grant Application

Office of the Comptroller

This form is to be used to provide information to the Grants Administration Division (GAD) for grant applications, grant awards.

Department:
Fire

DUNS-058873019/UEI-KLZGKXNFVTL4

A. GRANT APPLICATION

A1. Department Programmatic Contact Person

Name:
Armando Valencia

Title:
Emergency Management Coordinator

Phone No.:
915-838-3264

Email:
ValenciaA@elpasotexas.gov

A2. Grant Data

Funding Agency:
DHS, FEMA Building Resilient Infrastructure and

Grant Name:
Mitigating Power Disruption Impact to Critical Emergency

CFDA/ALN: ('n/a' if unavailable)
97.047

Find Federal Program Information

Application Due Date:
June 01, 2026

NOTE: If application due date does NOT meet the 14 working day requirement, application MUST be accompanied with a memo from your DCM requesting a one-time exception in order to be processed.

Requires Signature or Review from:

- [ ] *Mayor*
- [x] *City Manager*
- [ ] *Legal Review*

A3. Financial Data

Amount of Granting Agency Funds Requested:
$ $206,250.00

Amount of City Matching Funds Requested:
$ $68,750.00

Amount of In-Kind Funds Requested:
$ $0.00

Amount of "other" matching Funds:
$ $0.00

Other Matching Funds Source:
N/A

Total Amount Requested:
$ $275,000.00

A4. Grant Classification

- [x] *Competitive (award based on competition)*
- [ ] *Entitlement (set of funds determined by formula)*
- [ ] *Continuation (ongoing funding)*

Grant Information Form - Part A

A5. City Match Certification

Has City Match been secured by the Department Director?

☐ Yes ● No ☐ N/A

Is the match secured for the life of the grant?

☐ Yes ● No ☐ N/A

Does this grant allow for operating/administrative costs?

☐ Yes ● No ☐ % *Amount:* $

How is the match amount determined?

☐ *Fixed Amount:* $ $0.00

☑ *Percentage of Project Cost:* 25% %

☐ *Other (Please explain):*

25% Cash March Required $68,750.00 will be requested in FY28.

For this fiscal year, how much of the local match amount is already in the department's budget:

$ $0.00

Not budgeted:

$ $0.00

Proposed source of match:

Description of Grant:

The City of El Paso Fire Department is pursuing funding through the Building Resilient Infrastructure and Communities (BRIC) program to acquire emergency backup generators for Fire Stations 22, 23, and 18. This investment will help close a critical infrastructure resilience gap affecting 28 of the City's 37 fire stations. By implementing a full-load power continuity strategy, the Department will ensure uninterrupted operation of all essential station functions—including emergency communications, HVAC systems, and apparatus bay doors—during utility power disruptions, thereby strengthening emergency response capabilities and community resilience.

No Resolution required.

Cash Match Required - 25%.

All required supporting documents have been uploaded directly to the grant application via the FEMAGo website.

REQUIRED SIGNATURES

Preparer

eSigned via GovOS.com
Vanessa Rendon-Villafan
Key: 986a2d42-9362-46fc-ab00-18bf8cefb9a4

Date

05-14-2026

Grants Administration Div.

eSigned via GovOS.com
Elda Rodriguez-Hefner
Key: 7b270d1a-4424-4b13-b80f-4f1544d1d4a3

Date

05-18-2026

Department Director

eSigned via GovOS.com
Jonathan Killings
Key: 1e178a5a-70cb-46b9-bda9-4167055301bb

Date

05-14-2026

Legal Review

eSigned via GovOS.com
Karla Saenz
Key: 3d452f80-af40-419f-841d-863e6542f882

Date

05-20-2026

Mitigating Power Disruption Impacts to Critical Emergency Response Facilities: Emergency Generators

Status: Pending submission

Subapplicant information

Name of federal agency	**FEMA**
Type of submission	**Application**

TEXAS DIVISION OF EMERGENCY MANAGEMENT

313 E ANDERSON LN
AUSTIN, TX 78752 United States

State	UEI-EFT	DUNS #	EIN #
TX	SZEWBKUMKPL4	117134974	841876045

Subapplicant type	**Local Government**
Is the subapplicant subject to review by Executive Order 12372 Process?	**No - Not selected**
Is the subapplicant delinquent on any federal debt?	**No**

Continue

Mitigating Power Disruption Impacts to Critical Emergency Response Facilities: Emergency Generators

Status: Pending submission

OMB number: 1660-0072, Expiration date: 10/31/2021 View burden statement

☆ Save for later

Contact information

Subrecipient Authorized Representative (SAR)

Elda Rodriguez-Hefner rodriguez-hefnere@elpasotexas.gov	**Primary phone** 9152121795 Work	**Mailing address**	Delete

Add a SAR

Point(s) of contact

Armando Valencia Emergency Management Coord. ValenciaA@elpasotexas.g	**Primary phone** 9152120235 Work **Fax**	**Additional phones** 9154741091 Mobile	**Mailing address** 6055 Threadgill El Paso TX 79924	Edit

Mitigating Power Disruption Impacts to Critical Emergency Response Facilities: Emergency Generators

Status: Pending submission

OMB number: 1660-0072, Expiration date: 10/31/2021 View burden statement

☆ **Save for later**

Subapplicant information

Name of federal agency
FEMA

Type of submission

Application

TEXAS DIVISION OF EMERGENCY MANAGEMENT

313 E ANDERSON LN
AUSTIN, TX 78752 United States

State	UEI-EFT	DUNS #	EIN #
TX	SZEWBKUMKPL4	117134974	841876045

Subapplicant type

Local Government

Is the subapplicant subject to review by Executive Order 12372 Process?

- ◯ Yes - This Pre-application/application was made available to the Executive Order 12372 Process for review on:
- ◯ No, Program is not covered by E.O. 12372.
- ◯ No, Program has not been selected by state for review.

Is the subapplicant delinquent on any federal debt?

- ◯ Yes
- ◯ No

Mitigating Power Disruption Impacts to Critical Emergency Response Facilities: Emergency Generators

Status: Pending submission

OMB number: 1660-0072, Expiration date: 10/31/2021 View burden statement

☆ **Save for later**

Community

Please provide the following information. If the Congressional district number for your community does not display correctly, please contact your State NFIP coordinator.

Add Communities

Please find the community(ies) that will benefit from this mitigation activity by clicking on the Find communities button. If needed, modify the Congressional District number for each community by entering the updated number under the U.S. Congressional District column for that community. When finished, click the Continue button. NOTE: You should also notify your State NFIP coordinator so that the updated U.S. Congressional District number can be updated in the Community Information System (CIS) database.

🔍 **Find communities**

Community name	County code	CID number	CRS community	CRS rating	U.S. Congressional District	
EL PASO COUNTY *	141	480212	N		1,16	✖ Delete

Please provide any additional comments below (optional).

Attachments

Attach a

document

Filename	Date uploaded	Uploaded by	File size	Description	Action
BRIC El Paso Zip Codes Served.pdf	05/13/2026	trinidadix@elpasotexas.gov	228 KB		Delete

Maximum File Size:
1 GB

Continue

Mitigating Power Disruption Impacts to Critical Emergency Response Facilities: Emergency Generators

Status: Pending submission

OMB number: 1660-0072, Expiration date: 10/31/2021 View burden statement

☆ **Save for later**

Mitigation plan

Please provide your plan information below.

Is the Subapplicant entity that will benefit from the proposed activity covered by the current FEMA approved multi-hazard mitigation plan in compliance with 44 CFR Part 201?

◯ Yes

Please provide plan detail

Plan name	Plan type	Plan approval date	
El Paso County Hazard Mitigation Action Plan Update 2021	Local Multijurisdictional Multi-Hazard Mitigation Plan	08/16/2021	Edit

Proposed activity description
Acquire and install generators with hard wired quick connections at all critical facilities (pg.23-4).

◯ No

Please provide any additional comments below (optional).

Attachments

Attach a document

Filename	Date uploaded	Uploaded by	File size	Description	Action
Hazard Mitigation Plan 2021 update.pdf	05/11/2026	trinidadix@elpasotexas.gov	24 MB		Delete

Maximum File Size:
1 GB

Continue

Mitigating Power Disruption Impacts to Critical Emergency Response Facilities: Emergency Generators

Status: Pending submission

OMB number: 1660-0072, Expiration date: 10/31/2021 View burden statement

☆ **Save for later**

Scope of work

The project Scope of Work (SOW) identifies the eligible activity, describes what will be accomplished and explains how the mitigation activity will be implemented. The mitigation activity must be described in sufficient detail to verify the cost estimate. All activities for which funding is requested must be identified in the SOW prior to the close of the application period. FEMA has different requirements for project, planning and management cost SOWs.

Subapplication title (include type of activity and location)

Mitigating Power Disruption Impacts to Critical Emergency Response Facilities: Emergency Generators

Do any of the following apply for this project?

None

Activities

Primary activity type

Generator

Primary sub-activity type

Permanent

Secondary activity type (Optional)

Select

Geographic areas description

El Paso Fire Department serves the City and County of El Paso, Texas. El Paso County, 1,013.5 square miles of land area, and is the 70th largest county in Texas by total area. El Paso County is bordered by Hudspeth County, Texas, Doña Ana County, New Mexico, and Otero County, New Mexico. The City of El Paso, population 678,815, land area 257 sq miles. All data: USA Census

Community lifelines

Primary community lifeline

Safety and security

Primary sub-community lifeline

Fire service

Secondary community lifeline (Optional)

Select

Hazard sources

Primary hazard source

Infrastructure failure

Secondary hazard source (optional)

Select

Is this a phased project?

- ◯ Yes
- ◯ No

Are you doing construction in this project?

- ◯ Yes
- ◯ No

Percentage of population impacted

100 %

Provide detailed description of population impacted

Combined El Paso City and County. 865,657 population. Hispanic: 715,351. Poverty: 18.2%. Median age: 34.1 yr. 65yr and older:13.7%. Housing units: 328,132. Employer establishments: 16,280. Disabled: 13.9%. US Census.

Provide a clear and detailed description of your proposed activity

This is a cost-effective, high-impact, construction-ready mitigation project that addresses a critical infrastructure gap across 28 of the 37 fire stations currently located within, and operated by, the City of El Paso, and directly strengthens the infrastructure resiliency for the communities within El Paso City/County, reducing injuries, loss of life, and damage to properties that may occur when power outages affect critical

How will the mitigation activity be implemented?

Following confirmation of the load study at Fire Stations 18, 22, and 23 to ensure properly sized diesel generators, appropriate generators will be procured and installed on a concrete pad. An Automatic Transfer Switch will be integrated at each site to ensure that critical dispatch and bay doors are powered in the event of an outage.

Describe how the project is technically feasible and will be effective in reducing the risk by reducing or eliminating damage to property and/or loss of life in the project area. Please include engineering design parameters and references to the following: preliminary schematic or engineering drawings/design; applicable building codes; engineering practices and/or best practices; level of protection (e.g., life safety, 100-yr flood protection with freeboard, 100-yr wind design, etc.):

Technically feasibility is based on the use of standard, proven, time-tested engineering and equipment to provide emergency backup power (hard-wired, quick connections, automatic transfer switches and emergency dispatch system integration). Load study was conducted at Fire Stations #18, #22, #23 to determine the proper size for the diesel generator. Concrete pad specifications have been determined.

Who will manage and complete the mitigation activity?

The project will be managed by Luis Flores, Capital Improvement Manager, EPFD Facility Oversight Program, supported as needed by the following City of El Paso departments: Office of Emergency Management; Planning and Inspections; Land Development and Building Permitting; Capital Improvement Department; Building and Standards Commission, Code Enforcement; Environmental Services; Grants.

Will the project address the hazards identified and what risks will remain from all hazards after project implementation (residual risk)?

The project addresses possible electrical power outages due to multiple hazards (both natural and manmade). The following hazards could cause an electrical power outage: high wind, electrical storms, heavy rain or flooding, winter storms, heat waves, cyber-attacks, vandalism, earthquake, wildfire. Installing emergency back-up generators for three fire stations, ensures uninterrupted command, medical

When will the mitigation activity take place?

The project will begin immediately upon award of the grant and is scheduled to be completed within 10-12 months.

Explain why this project is the best alternative. What alternatives were considered to address the risk and why was the proposed activity considered the best alternative?

We looked at two options, Batter Backups and Dual Power Feeds. Battery backups were ruled out because they cannot handle the heavy electrical pull to open large fire bay doors or run the HVAC systems. A second utility line is too expensive and can still fail when the entire grid is down. Permanent generators are the most reliable option. They can power the entire fire station, including dispatch, bay

Please identify the entity that will perform any long-term maintenance and provide a maintenance, schedule and cost information. The subapplicant or owner of the area to be mitigated is responsible for maintenance (including costs of long-term care) after the project is completed?

The City of El Paso. Long term maintenance will be provided by the city of El Paso, Facilities and Maintenance Department.

Additional comments (optional)

Attachments

Attach a document

Filename	Date uploaded	Uploaded by	File size	Description	Action
Historical Review Results.pdf	05/07/2026	trinidadix@elpasotexas.gov	126 KB		Delete
Electrician letter signed.pdf	05/13/2026	trinidadix@elpasotexas.gov	49 KB		Delete
Maintenance Letter signged LF.pdf	05/13/2026	trinidadix@elpasotexas.gov	88 KB		Delete

Maximum File Size:
1 GB

Continue

Mitigating Power Disruption Impacts to Critical Emergency Response Facilities: Emergency Generators

Status: Pending submission

OMB number: 1660-0072, Expiration date: 10/31/2021 View burden statement

☆ **Save for later**

Schedule

Specify the work schedule for the mitigation activities.

Add tasks to the schedule

Please include all tasks necessary to implement this mitigation activity; include descriptions and estimated time frames.

Task Name Project Oversight	**Start Month** 1 **Task Duration (in Months)** 2 months **Task Description** The EPFD Facility Oversight Program will manage the grant and will conduct electrical verification and equipment verification for the three stations.	Edit Delete
Task Name Procurement	**Start Month** 2 **Task Duration (in Months)** 4 months **Task Description** Purchasing three generators and automatic transfer switches.	Edit Delete
Task Name Site Installation	**Start Month** 5 **Task Duration (in Months)** 4 months **Task Description**	Edit Delete

Construction of concrete pad. Installation of generator, electrical tie-ins and testing.

Task Name
Project Close-Out

Start Month
9

Task Duration (in Months)
2 months

Task Description
Final inspection and grant close-out reports.

Edit

Delete

+ Add a task

Estimate the total duration of your proposed activities (in months).

12

Proposed project start and end dates

Start Date (MM/DD/YYYY)

01/01/2027

End Date (MM/DD/YYYY)

01/01/2028

Continue

Mitigating Power Disruption Impacts to Critical Emergency Response Facilities: Emergency Generators

Status: Pending submission

OMB number: 1660-0072, Expiration date: 10/31/2021 View burden statement

Save for later

Location

Introduction

Project location

Provide a detailed description of the proposed project's location.

Fire Station 18, 7901 San Jose Rd, El Paso Texas 79915 Coordinates: 31° 43.902' N, 106° 21.360' W
Fire Station 22 6500 N Mesa St, El Paso, TX 79912 Coordinates: 31° 50.010' N, 106° 32.238' W
Fire Station 23 5315 Threadgill Ave, El Paso, TX 79924 Coordinates: 31.8953° N, 106.4385° W

Latitude

31.439020

Longitude

-106.213600

Attachments

Attach a document

Filename	Date uploaded	Uploaded by	File size	Description	Action
Fema-Go-HMA-Location-LF.xlsx	05/13/2026	trinidadix@elpasotexas.gov	52 KB		Delete

Maximum File Size:
1 GB

Project benefiting area

Provide a detailed description of the proposed project's benefiting area.

The projects impact area covers three strategic sectors of El Paso, serving a combined population of over 634,234 residents, as well as residents throughout the county (800k+). These stations protect a diverse mix of residential, commercial, and industrial land uses, making operational continuity vital to the city's overall readiness. The zip codes included for service include the zip code where the fire station is located

Attachments

Attach a document

Filename	Date uploaded	Uploaded by	File size	Description	Action
BRIC El Paso Zip Codes Served.pdf	05/13/2026	trinidadix@elpasotexas.gov	228 KB	zip codes where fire stations are	Delete

Maximum File Size:
1 GB

Project impact area

Provide a detailed description of the proposed project's impact area.

The projects impact area covers three strategic sectors of El Paso, serving a combined population of over 634,234 residents. Additionally, these stations can also be called to serve anywhere within El Paso County. These stations protect a diverse mix of residential, commercial, and industrial land uses, making operational continuity vital to the city's overall readiness

Attachments

Attach a document

Filename	Date uploaded	Uploaded by	File size	Description	Action
BRIC El Paso Zip Codes Served.pdf	05/13/2026	trinidadix@elpasotexas.gov	228 KB	zip codes where fire stations are	Delete

Maximum File Size:
1 GB

Project site inventory

Does this project subapplication propose to mitigate a property/structure(s)? (Examples: residential home, commercial building, bridge, fire station, levee, pumping station, wastewater treatment plant, telephone pole, electric line, etc.)

- ○ Yes
- ○ No

Do you know the location of the structure?

- ○ Yes
- ○ No

Enter the location of the property/structure.

Select a method for adding property/structure(s).

Select

List of location(s) (3 locations)

Status	Location ID	Address	Inventory type	Structure type	Mitigation action	Action
✓	118738	Fire Station #18 7901 San Jose Rd, El Paso, TX, El Paso, 79924	Building	Government	Generator	Actions
✓	118745	Fire Station #22 6500 N. Mesa, El Paso, TX, El Paso,	Building	Government	Generator	Actions

Status	Location ID	Address	Inventory type	Structure type	Mitigation action	Action
		79924				
✓	118746	Fire Station #23 5315 Threadgill Ave, El Paso, TX, El Paso, 79924	Building	Government	Generator	Actions

Continue

Mitigating Power Disruption Impacts to Critical Emergency Response Facilities: Emergency Generators

Status: Pending submission

OMB number: 1660-0072, Expiration date: 10/31/2021 View burden statement

☆ **Save for later**

Budget

Budget cost estimate and management cost (optional) should directly link to your scope of work and work schedule. You must add at least one item(s) greater than $0 for your cost estimate. Once you have added item(s) for your cost estimate, you may then add the item(s) for management cost (optional). As necessary, please adjust your federal/non-federal cost shares and add the non-federal funding source(s) you are planning to use this project. Once you have completed this section, please click the Continue button at the bottom of this page to navigate to the next section.

Add budget cost types and item(s)

Click the Add cost type button below to add cost type cost estimate and then click the Add item(s) button to add the item(s) for the cost estimate. After adding items to your cost estimate, you may then select Add cost type button again to add management costs (optional) and applicable items.

+ Add cost type

Grand total: $275,000.00

Budget type: Non construction

▸	**Cost type: Cost estimate**	**$275,000.00**

Program income (optional)

$

Cost share

Cost share or matching means the portion of project costs not paid by federal funds.

Proposed federal vs. non-federal funding shares

Hazard Mitigation Assistance (HMA) funds may be used to pay up to 75% federal share of the eligible activity costs. For Building Resilient Infrastructure and communities (BRIC), small impoverished communities may be eligible for up to 90% federal share. For Flood Mitigation Assistance (FMA), and severe repetitive loss (SRL) properties may be eligible for up to 100% federal share. Repetitive loss (RL) properties may be eligible for up to 90% federal share.

Cost estimate

Is this a small impoverished community?

This determines your federal/non-federal share ratio.

- ◯ Yes
- ◯ No

	% Percentage	$ Dollar amount
Proposed federal share	75.00	$206,250.0
Proposed non-federal share	25.00	$68,750.00

Based on total budget cost: $275,000.00

Non-federal funding sources here

That portion of the total costs of the program provided by the non-federal entity in the form of in-kind donations or cash match received from third parties or contributed by the agency. In-kind contributions must be provided and cash expended during the project period along with federal funds to satisfy the matching requirements.

+ Add funding source

Funding source	% Non-federal share by source	Funding amount
▸ **Funding source: Operating Budget**	**100.00%**	**$68,750.00**

Please provide any additional comments below (optional).

Attachments

Attach a document

Filename	Date uploaded	Uploaded by	File size	Description	Action
BRIC Gen Budget LF rev.xlsx	05/13/2026	trinidadix@elpasotexas.gov	14 KB		Delete
BRIC Cost Share Ltr Signed.pdf	05/13/2026	trinidadix@elpasotexas.gov	377 KB		Delete
Maintenance Letter signged LF.pdf	05/13/2026	trinidadix@elpasotexas.gov	88 KB		Delete
Budget Narrative Generator LF.docx	05/13/2026	trinidadix@elpasotexas.gov	26 KB		Delete

Maximum File Size:
1 GB

Continue

Mitigating Power Disruption Impacts to Critical Emergency Response Facilities: Emergency Generators

Status: Pending submission

OMB number: 1660-0072, Expiration date: 10/31/2021 View burden statement

Save for later

Cost-effectiveness

How was cost-effectiveness determined for this project?

- [x] Not applicable

Please explain why this project is not applicable.

TBD

Please provide any additional comments below (optional).

Attachments

Attach a document

Filename	Date uploaded	Uploaded by	File size	Description	Action

Maximum File Size:
1 GB

Mitigating Power Disruption Impacts to Critical Emergency Response Facilities: Emergency Generators

Status: Pending submission

OMB number: 1660-0072, Expiration date: 10/31/2021 View burden statement

☆ **Save for later**

Environmental/Historic Preservation (EHP) Review Information

Introduction

An environmental/historic preservation review is required for all activities for which FEMA funds are being requested. FEMA will complete this review with the assistance of both the state or tribal government and the local applicant. It is important that you provide accurate information. If you are having problems completing this section, please contact your application point of contact.

A. National Historic Preservation Act - Historic Buildings and Structures

1. Does your project affect or is it in close proximity to any buildings or structures 50 years or more in age?

- ◯ Yes
- ◯ No
- ◯ Not known

B. National Historic Preservation Act - Archeological Resources

Does your project involve disturbance of ground?

- ◯ Yes
- ◯ No
- ◯ Not known

C. Endangered Species Act and Fish and Wildlife Coordination Act

1. Are federally listed threatened or endangered species or their critical habitat present in the area affected by the project?

- ◯ Yes
- ◯ No
- ◯ Not known

2. Does your project remove or affect vegetation?

- ◯ Yes
- ◯ No
- ◯ Not known

3. Is your project in, near (within 200 feet), or likely to affect any type of waterway or body of water?

- ◯ Yes
- ◯ No
- ◯ Not known

D. Clean Water Act, Rivers and Harbors Act, and Executive Order 11990 (Protection of Wetlands)

1. Will the project involve dredging or disposal of dredged material, excavation, adding fill material or result in any modification to water bodies or wetlands designated as 'waters of the U.S' as identified by the US Army Corps of Engineers or on the National Wetland Inventory?

- ◯ Yes
- ◯ No
- ◯ Not known

E. Executive Order 11988 (Floodplain Management)

1. Does a Flood Insurance Rate Map (FIRM), Flood Hazard Boundary Map (FHBM), hydrologic study, or some other source indicate that the project is located in or will affect a 1% annual chance floodplain, a 0.2% annual chance floodplain, a regulatory floodway, or an area prone to flooding?

- ◯ Yes
- ◯ No
- ◯ Not known

2. Does the project alter a watercourse, water flow patterns, or a drainage way, regardless of its floodplain designation?

- ◯ Yes
- ◯ No
- ◯ Not known

F. Coastal Zone Management Act

1. Is the project located in the state's designated coastal zone?

- ◯ Yes
- ◯ No
- ◯ Not known

G. Farmland Protection Policy Act

1. Will the project convert more than 5 acres of prime or unique farmland outside city limits to a non-agricultural use?

- ◯ Yes
- ◯ No
- ◯ Not known

H. Resource Conservation and Recovery Act (RCRA) and Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (Hazardous and Toxic Materials)

1. Is there a reason to suspect there are contaminants from a current or past use on the property associated with the proposed project?

- ◯ Yes
- ◯ No
- ◯ Not known

2. Are there any studies, investigations, or enforcement actions related to the property associated with the proposed project?

- ◯ Yes
- ◯ No
- ◯ Not known

3. Does any project construction or operation activities involve the use of hazardous or toxic materials?

- ◯ Yes
- ◯ No
- ◯ Not known

4. Do you know if any of the current or past land-uses of the property affected by the proposed project or of the adjacent properties are associated with hazardous or toxic materials?

- ◯ Yes
- ◯ No
- ◯ Not known

I. Other Environmental/Historic Preservation Laws or Issues

1. Are there other environmental/historic preservation requirements associated with this project that you are aware of?

- ◯ Yes
- ◯ No

2. Are there controversial issues associated with this project?

- ◯ Yes
- ◯ No
- ◯ Not known

3. Have you conducted any public meeting or solicited public input or comments on your specific proposed mitigation project?

- ◯ Yes
- ◯ No

J. Summary and Cost of Potential Impacts

Having answered the questions in parts A. through J., have you identified any aspects of your proposed project that have the potential to impact environmental resources or historic properties?

- ◯ Yes
- ◯ No

Continue

Mitigating Power Disruption Impacts to Critical Emergency Response Facilities: Emergency Generators

Status: Pending submission

OMB number: 1660-0072, Expiration date: 10/31/2021 View burden statement

☆ **Save for later**

Evaluation

Is the applicant participating in the Community Rating System (CRS)?

- ◯ Yes
- ◯ No

Is the applicant a Cooperating Technical Partner (CTP)?

- ◯ Yes
- ◯ No

Was this application generated from a previous FEMA HMA Advance Assistance or Project Scoping award or any other federal grant award, or the subapplicant is a past recipient of Building Resilient Infrastructure and Communities (BRIC) non-financial Direct Technical Assistance?

- ◯ Yes
- ◯ No

Has the applicant adopted building codes consistent with the international codes?

- ◯ Yes
- ◯ No

Year of building code

2021

Please provide the building code.

IBC

Have the applicant's building codes been assessed on the Building Code Effectiveness Grading Schedule (BCEGS)?

- ◯ Yes

No

Describe involvement of partners to enhance the mitigation activity outcome.

n/a

Additional comments (optional)

Attachments

Attach a document

Filename	Date uploaded	Uploaded by	File size	Description	Action

Maximum File Size:
1 GB

Continue

Mitigating Power Disruption Impacts to Critical Emergency Response Facilities: Emergency Generators

Status: Pending submission

OMB number: 1660-0072, Expiration date: 10/31/2021 View burden statement

☆ **Save for later**

Comments & attachments

▸ **Community**	**0 comments, 1 attachment**
▸ **Mitigation plan**	**0 comments, 1 attachment**
▸ **Scope of work**	**0 comments, 3 attachments**
▸ **Budget**	**0 comments, 4 attachments**
▸ **Cost-effectiveness**	**0 comments, 0 attachments**
▸ **Evaluation**	**0 comments, 0 attachments**
▸ **Environmental/Historic Preservation (EHP)**	**0 comments, 0 attachments**
▸ **Location**	**0 comments, 3 attachments**

Continue

Mitigating Power Disruption Impacts to Critical Emergency Response Facilities: Emergency Generators

Status: Pending submission

OMB number: 1660-0072, Expiration date: 10/31/2021 View burden statement

☆ **Save for later**

Assurances and certifications

OMB number: 4040-0007, Expiration date: 02/28/2025 View burden statement

SF-424B: Assurances - Non-Construction Programs

OMB Number: 4040-0007
Expiration Date: 02/28/2025

Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20

U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SF-LLL: Disclosure of Lobbying Activities

OMB number: 4040-0013, Expiration date: 02/28/2025 View burden statement

Complete only if the applicant is required to do so by 44 C.F.R. part 18. Generally disclosure is required when applying for a grant of more than $100,000 and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Further, the recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event described in 44 C.F.R. Â§ 18.110(c) that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the applicant.

☑ The applicant is not currently required to submit the SF-LLL

Continue

Mitigating Power Disruption Impacts to Critical Emergency Response Facilities: Emergency Generators

Status: Pending submission

OMB number: 1660-0072, Expiration date: 10/31/2021 View burden statement

Save for later

Review subapplication

Submit for signature

Please select any of the following links to view or edit a particular section of your application. You may submit your application for signature once your application is complete and without any errors.

This application is ready to submit for signature
Submit this application for final signature to complete the application submission process.

Subapplicant information	View/edit
Contact information	View/edit
Community	View/edit
Mitigation plan	View/edit
Scope of work	View/edit
Schedule	View/edit
Budget	View/edit
Cost-effectiveness	View/edit
EHP Section	
A. National Historic Preservation Act - Historic Buildings and Structures	View/edit

✓	B. National Historic Preservation Act - Archeological Resources	View/edit
✓	C. Endangered Species Act and Fish and Wildlife Coordination Act	View/edit
✓	D. Clean Water Act, Rivers and Harbors Act, and Executive Order 11990 (Protection of Wetlands)	View/edit
✓	E. Executive Order 11988 (Floodplain Management)	View/edit
✓	F. Coastal Zone Management Act	View/edit
✓	G. Farmland Protection Policy Act	View/edit
✓	H. Resource Conservation and Recovery Act (RCRA) and Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (Hazardous and Toxic Materials)	View/edit
✓	I. Other Environmental/Historic Preservation Laws or Issues	View/edit
✓	J. Summary and Cost of Potential Impacts	View/edit
✓ Evaluation		View/edit
✓ Comments & attachments		View/edit
✓ Location		
✓	Project location	View/edit
✓	Project benefiting area	View/edit
✓	Project impact area	View/edit
✓	Project site inventory	View/edit
✓ Assurances and certifications		View/edit

File #: 26-0626, **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, and 4
Environmental Services Department, Nicholas Ybarra, (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 SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Environmental Services Department

AGENDA DATE: 6/9/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Nicholas Ybarra **PHONE NUMBER:** 915-212-6000

2nd CONTACT PERSON NAME: Debbie Olivas **PHONE NUMBER:** 1-915-555-5555

DISTRICT(S) AFFECTED: 1, 2, 4

AGENDA ITEM:

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

ISSUE STATEMENT:

ESD is posting the solid waste liens to recoup costs associated with property clean-ups performed by the Department's staff when the property owner has been notified and found to remain out of compliance with City ordinance by the Code Enforcement division. All property owners are invoiced after the clean-up and are given 30 days to arrange payment. After 30 days, the Department begins the lien process.

BACKGROUND:

Placing solid waste liens on properties cleaned by the City of El Paso allows us to recoup the cost of cleaning citizen-owned property with City staff.

Costs are a summary of charges based on labor and equipment used. Below is a summary of potential charges - not all charges are applicable to every cleanup.

Administrative fee (mandatory) $25.00
Lead Solid Waste Service Worker (mandatory) $23.00/hour
Equipment Operator $30.00/hour/person

COUNCIL OPTIONS:

1. Approve the resolution
2. Decline approval, and direct staff to come back with more information related to property clean-ups

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

City of El Paso Code Enforcement posts notices and sends letters to property owners prior to involvement of ESD.

RELATED CITY POLICIES:

Properties found to be out of compliance with code may be abated by ESD, resulting in charges to the property owner, which may advance to liens if not paid in a timely fashion. Applicable ordinances include 9.04.850, 9.04.860, 9.04.870 and 9.04.880

PRIOR COUNCIL ACTION:

Council regularly reviews resolutions related to property liens placed for abatement by ESD at different addresses.

LEGAL REVIEW:

☐ *Legal counsel reviewed as a part of Council packet*

☑ *Legal counsel reviewed in advance of packet as an individual item*

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

A. Memo with description of item
B. Attachment A

FOR MORE INFORMATION:

Nicholas Ybarra 915-212-6000 ybarrann@elpasotexas.gov

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

SIGNATURE: Nicholas N. Ybarra, P.E.

Digitally signed by Nicholas N. Ybarra, P.E.
Date: 2026.05.07 08:00:52 -06'00'

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

RESOLUTION

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

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

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

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

> 5004 Jardines Pl, more particularly described as Lot 6 (13334.44 Sq Ft), Block 2, Jardines Del Valle Subdivision, City of El Paso, El Paso County, Texas, PID #J188-999-0020-0600

to be $344.00, 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 14th day of October, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY FOUR AND 00/100 DOLLARS ($344.00) 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 _____, 2026.

CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Renard U. Johnson, 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, ALDACO ALICIA C 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:

> 3206 Louisville Ave, more particularly described as W 22.5 Ft Of 56 & E 15 Ft Of 57 (4500.00 Sq Ft), Block 11, Altura Park Subdivision, City of El Paso, El Paso County, Texas, PID #A520-999-0110-6300

to be $431.00, 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 January, 2025, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED THIRTY ONE AND 00/100 DOLLARS ($431.00) 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 _____, 2026

CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2026 by Renard U. Johnson, 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, DIONICIO AALLISON, 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:

> 3514 Clifton Ave, more particularly described as Lot 24 & W 18 Ft Of 23 (6020 Sq Ft) (6020.00 Sq Ft), Block 112, East El Paso Subdivision, City of El Paso, El Paso County, Texas, PID #E014-999-1120-7600

to be $2,073.00, 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 December, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount TWO THOUSAND SEVENTY THREE AND 00/100 DOLLARS ($2,073.00) 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 _____, 2026.

CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Renard U. Johnson, 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, CHAVEZ FERNANDO, 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:

> 3628 Wickham Ave, more particularly described as Lots 31 & 32 (10800 Sq Ft), Block 74-D, Logan Heights Subdivision, City of El Paso, El Paso County, Texas, PID #L447-999-074D-9200

to be $498.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 8th day of January, 2025, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED NINETY EIGHT AND 00/100 DOLLARS ($498.00) 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 _____, 2026.

CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Renard U. Johnson, 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 GLORIA, 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:

> 3626 Hayes Ave, more particularly described as Lots 13 & 14 & E 1/2 Of 15 7500 Sq Ft, Block 126, Morningside Heights Subdivision, City of El Paso, El Paso County, Texas, PID #M794-999-1260-4600

to be $431.00, 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 21st day of January, 2025, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED THIRTY ONE AND 00/100 DOLLARS ($431.00) 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 _____, 2026.

CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Renard U. Johnson, 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, ARCE LUIS & ANAYSA V, 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:

> 4625 Robert Holt Dr, more particularly described as Lot 16 (5722.04 Sq Ft), Block 31, Castner Heights #8 Subdivision, City of El Paso, El Paso County, Texas, PID #C231-999-0310-1600

to be $404.00, 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 5th day of December, 2024, 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 FOUR AND 00/100 DOLLARS ($404.00) 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 _____, 2026.

CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Renard U. Johnson, 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, CARDER CRUZ 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:

> 5103 Branon Dr, more particularly described as Lot 23, Block 10, Milagro Hills #1 Subdivision, City of El Paso, El Paso County, Texas, PID #M425-999-0100-8900

to be $344.00, 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 October, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY FOUR AND 00/100 DOLLARS ($344.00) 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 _____, 2026.

CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Renard U. Johnson, 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

ATTACHMENT A

SOLID WASTE LIENS

June 9, 2026

Address	Owner of Record	Amount	District
5004 JARDINES PL	CEBALLOS MARIO A H & PEREZ CRISTINA A	$344.00	1
3206 LOUISVILLE AVE	ALDACO ALICIA C R	$431.00	2
3514 CLIFTON AVE	DIONICIO AALLISON	$2,073.00	2
3628 WICKHAM AVE	CHAVEZ FERNANDO	$498.00	2
3626 HAYES AVE	LOPEZ GLORIA	$431.00	2
4625 ROBERT HOLT DR	ARCE LUIS & ANAYSA V	$404.00	4
5103 BRANON DR	CARDER CRUZ M	$344.00	4

File #: 26-0675, **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, Kevin Smith, (915) 212-1566
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.

A Resolution that the closure of right-of-way within the City of El Paso for the Desert Mountains "Ordinary" Bicycle Race from 5:00 am to1:30 pm on Sunday, June 28, 2026, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of Mesa Street upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

Applicant: Paseo Del Norte Penny Farthing Club - Eric Leon Bradley
Case Number: CSEV26-00049

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Planning and Inspections

AGENDA DATE: June 9, 2026

PUBLIC HEARING DATE: June 9, 2026

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Armida R. Martinez **PHONE NUMBER:** (915) 212-1605

DISTRICT(S) AFFECTED: 8

AGENDA ITEM:

A Resolution that the closure of right-of-way within the City of El Paso for the Desert Mountains "Ordinary" Bicycle Race from 5:00 am to 1:30 pm on Sunday, June 28, 2026, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of Mesa Street upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

Applicant: Paseo Del Norte Penny Farthing Club - Eric Leon Bradley
Case Number: CSEV26-00049

ISSUE STATEMENT:

The Desert Mountains “Ordinary” Bicycle Race is a colorful, family-friendly event featuring antique-style high-wheel bicycles, commonly known as “ordinary” bicycles. Riders from around the world compete in this fast-paced one-block racecourse, and this year downtown El Paso and San Jacinto Plaza provide the perfect setting to host the event. A portion of the proceeds from the race will benefit El Pasoans Fighting Hunger.

BACKGROUND:

Event Name: DESERT MOUNTAINS "ORDINARY" BICYCLE RACE
Permit Case Number: CSEV26-00049
Event Date/Hours: Sunday, June 28, 2026 from 8:00 am to 12:00 pm
Street Closure: Sunday, June 28, 2026, from 5:00 am to 1:30 pm

TxDOT Right-of-Way: Mesa St. from Main St. to Texas Ave.

COUNCIL OPTIONS:

N/A

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

N/A

RELATED CITY POLICIES:

N/A

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

☐ *Legal counsel reviewed as a part of Council packet*

☑ *Legal counsel reviewed in advance of packet as an individual item*

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

See attached.

NAME	AMOUNT ($)

ATTACHMENTS:

N/A

FOR MORE INFORMATION:

Armida R. Martinez, Lead Planner (915) 212-1605 MartinezAR@elpasotexas.gov

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

SIGNATURE: Philip Etiwe

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

RESOLUTION

WHEREAS, **Paseo Del Norte Penny Farthing Club** (hereinafter referred to as "Grantee") has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of rights-of-way within the City of El Paso's (hereinafter referred to as "the City") for the **Desert Mountains "Ordinary" Bicycle Race from 8:00 am to 12:00 pm on Sunday, June 28, 2026.** (hereinafter referred to as the "Event"); and

WHEREAS, The Event will utilize both City and State rights-of-way: and

WHEREAS, The City of El Paso (hereinafter referred to as the "City") has found the Event serves a public purpose; and

WHEREAS, The State of Texas (hereinafter referred to as the "State") owns and operates a system of highways for public use and benefit, including **Mesa Street** within El Paso, Texas; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of portions of the State Highway System for periods of time exceeding four hours; and

WHEREAS, the State in recognition of the public purpose for the Event, provides a means of cooperating with the City for the temporary closure of State right-of-way, provided the closure is in accordance with the requirements of 43 TAC, Section 22.12 and the City enters into an Agreement for the Temporary Closure of State Right-of-Way for the Event (Form TEA 30A).

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

That the closure of rights-of-way within the City of El Paso for the **Desert Mountains "Ordinary" Bicycle Race from 5:00 am to 1:30 pm on Sunday, June 28, 2026,** serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of **Mesa Street** upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine,
City Clerk

APPROVED AS TO FORM:

_____
Ignacio R. Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Philip F, Etiwe, Director
Planning & Inspections Department

STATE OF TEXAS §
§
COUNTY OF EL PASO §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of El Paso, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including **Mesa Street**, in El Paso, County; and

WHEREAS, the local government has requested the temporary closure of **a portion of Mesa Street**, for the purpose of allowing **Desert Mountains "Ordinary" Bicycle Race**, from **5:00 am** on **June 28, 2026** to **1:30 pm** on **June 28, 2026** as described in the attached **"Exhibit A"**, hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the **19** day of **August, 2025**, the El Paso City Council passed a Resolution, attached hereto and identified as **"Exhibit B,"** establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned, physical modifications of any man-made or natural features in or adjacent to the right of way involved and a location map is attached hereto as **"Exhibit C,"** and incorporated as if fully set forth herein.

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, including but not limited to; plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signage.

B. The local government shall submit to the State for review and approval: the construction plans, if construction or modifications to the State's right of way is required; the traffic control and signage plans; traffic enforcement plans, and; all other plans deemed necessary by the State. The State may require that any traffic control plan of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan, and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event.

Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

(1) By mutual written agreement and consent of both parties.
(2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
(3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
(4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
City of El Paso Attn: Dionne Mack City Manager 300 N. Campbell- City 1, 2nd Floor El Paso, Texas 79901	Texas Department of Transportation Attn: Tomas Trevino, P.E. El Paso District Engineer 13301 Gateway West El Paso, Texas 79928-5410

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF EL PASO
Executed on behalf of the local government by:

_____ Date_____
Dionne Mack
City Manager

APPROVED AS TO FORM:

Ignacio R. Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe, Director
Planning and Inspections Department

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By_____ Date_____
Tomas Trevino, P.E.,
El Paso District Engineer

Exhibit A
City of El Paso
Streets and Maintenance
Traffic Control Permit

Site Address: 114 MILLS, EL PASO, TX 79901

Permit No: **EPTC26-01309**
CSEV26-00049

Issued: **04/16/2026**

Expires: **06/28/2026**

Applicant	Phone Number	Barricade Company
ERIC BRADLEY 1300 EL PASEO ROAD LAS CRUCES, NM 88021	Applicant:575-805-9468 Barricade:915-592-6619	APACHE BARRICADE & SIGN 11560 PELLICANO DR PO BOX 950667 EL PASO, TX 79996

WORK AUTHORIZED: BICYCLE RACE WILL BE HAVING AN EVENT AT 114 MILLS, REQUIRING LANE AND SIDEWALK CLOSURES PROVIDED BY APACHE BARRICADE COMPANY. NO OVERNIGHT TC DEVICES, EQUIPMENT, OR DEBRIS ARE TO BE LEFT ON OR OFF THE WORK AREA. ACTIVE TCP MUST BE PRESENT AND FOLLOWED AT ALL TIMES WITH AT LEAST 10' TRAVEL LANES. RESIDENT, BUSINESS & EMERGENCY VEHICLES MUST HAVE ACCESS AT ALL TIMES.

TYPE OF TRAFFIC CONTROL SET UP: TTC: ROAD CLOSURE W/ DETOURS

Start Date: 06/28/2026 EVENT: 8:00AM-1:30PM SUNDAY 06/28/26 TCP SETUP: 5:00AM

Expiration Date: 06/28/2026 TCP PICK UP: 1:30PM

Length of Term: Short

PERMIT APPROVED FOR COEP ROW ONLY

*** NOTICE ***

1. THIS PERMIT IS ISSUED IN ACCORDANCE WITH PROVISIONS OF CHAPTER 12.30 OF THE MUNICIPAL CODE AND CURRENT EDITION OF CHAPTER SIX OF THE TEXAS MANUAL OF UNIFORMED TRAFFIC CONTROL DEVICES AND THE APPLICANT, IN ACCEPTING IT, OBLIGATES THEM TO COMPLY FULLY WITH ALL THE PROVISIONS OF THE MUNICIPAL CODE.

2. THIS TRAFFIC CONTROL PERMIT AND APPROVED TRAFFIC CONTROL PLAN, OR A COPY THEREOF, SHALL BE KEPT ON THE JOB SITE UNTIL COMPLETION OF THE PROJECT.

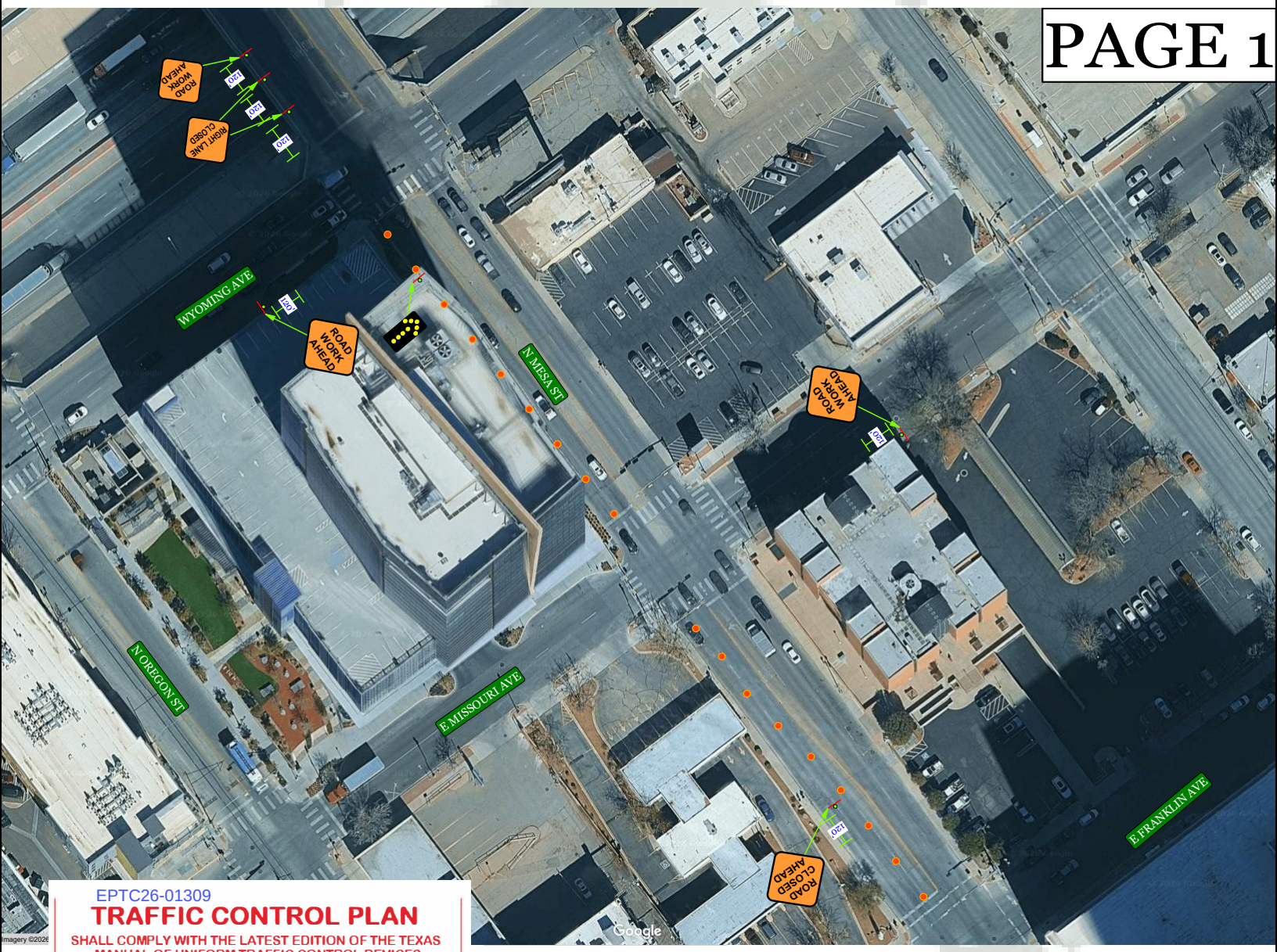
3. I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS PERMIT AND STATE THAT THE ABOVE INFORMATION IS CORRECT, AND AGREE TO COMPLY WITH ALL CITY, STATE AND FEDERAL LAWS REGULATING ACTIVITIES COVERED BY THIS PERMIT.

City Traffic Engineer

Contractor's, Owner's or Agent's Signature

Issued By Jose De Santiago

APACHE BARRICADE & SIGN



EPTC26-01309

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

ONE DAY PERMIT UNLESS NOTED

CLOSURE DATE: 06/28/26

Time: 5:00AM-1:30PM SUNDAY

BY: _____ DATE: 04/16/2026

CITY OF EL PASO STREETS AND MAINTENANCE

TCP PREPARED BY: NAAYAH BALLINAS
APACHE BARRICADE & SIGN

POSTED SPEED	FORMULA	MIN. TAPER LENGTH 10' OFFSET	11' OFFSET	12' OFFSET	SUGGESTED MAX. DEVICE SPACING ON A TAPER	ON TANGENT	MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
30		150'	165'	180'	30'	60'	120'	200'
35	$L = \frac{WS^2}{60}$	205'	225'	245'	35'	70'	160'	250'
40		265'	295'	320'	40'	80'	240'	305'
45		450'	495'	540'	45'	90'	320'	360'
50		500'	550'	600'	50'	100'	400'	425'
55	L= WS	550'	605'	660'	55'	110'	500'	495'
60		600'	660'	720'	60'	120'	*600'	570'
65		650'	715'	780'	65'	130'	*700'	645'
70		700'	770'	840'	70'	140'	*800'	730'

BICYCLE RACE
LOCATION: 114 MILLS AVE
PROJECT: BIKE RACE
TTC: ROAD CLOSURE W/ DETOURS

NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

= 28" CONE

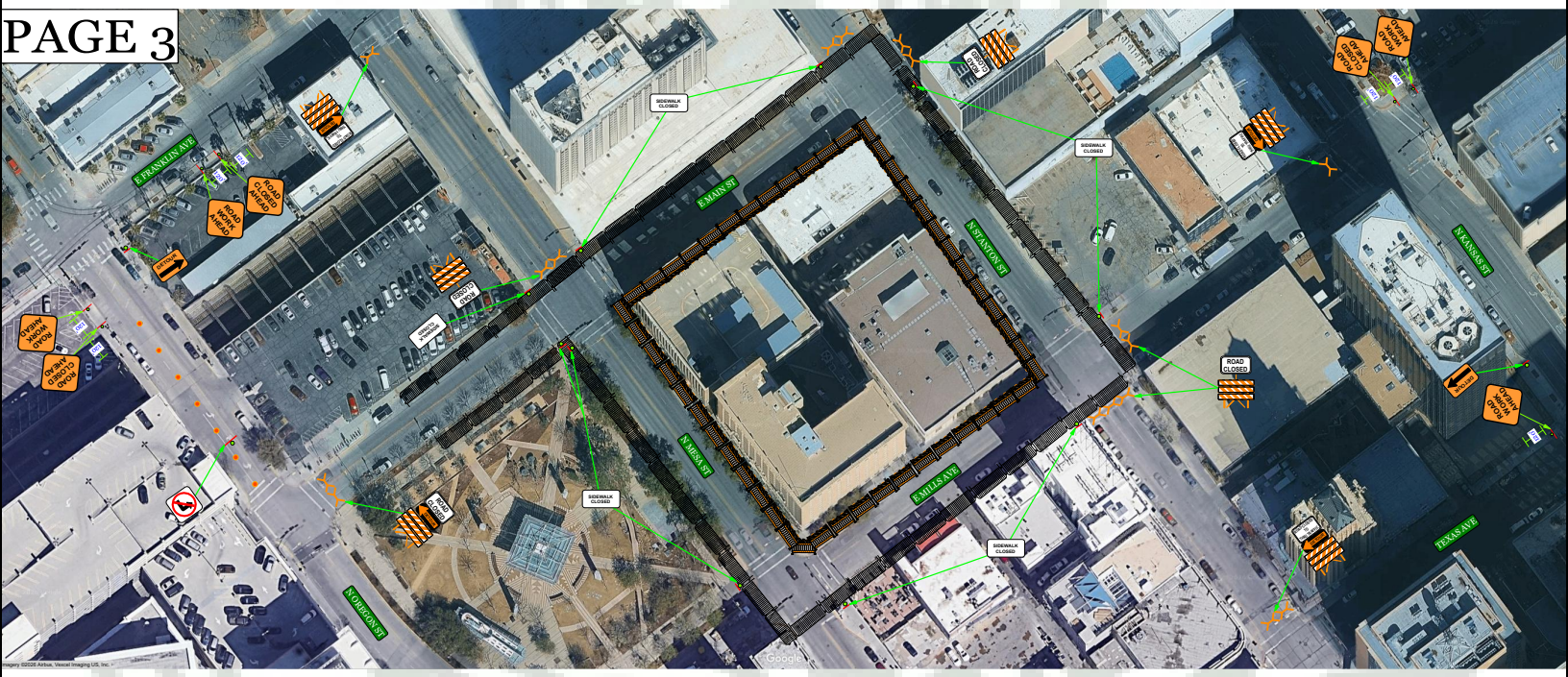
= UNLESS OTHERWISE INDICATED

= ARROW BOARD

= BIKE RACK

= PEDESTRIAN WALLS

PAGE 3



EPTC26-01309

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

ONE DAY PERMIT UNLESS NOTED

CLOSURE DATE: 06/28/26

Time: 5:00AM-1:30PM SUNDAY

BY: _____ DATE: 04/16/2026

CITY OF EL PASO STREETS AND MAINTENANCE

TCP PREPARED BY: NAAYAH BALLINAS
APACHE BARRICADE & SIGN

POSTED SPEED	FORMULA	MIN. TAPER LENGTH 10' OFFSET	11' OFFSET	12' OFFSET	SUGGESTED MAX. DEVICE SPACING ON A TAPER	ON TANGENT	MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
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50		500'	550'	600'	50'	100'	400'	425'
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65		650'	715'	780'	65'	130'	*700'	645'
70		700'	770'	840'	70'	140'	*800'	730'

BICYCLE RACE
LOCATION: 114 MILLS AVE
PROJECT: BIKE RACE
TTC: ROAD CLOSURE W/ DETOURS

NOTES:
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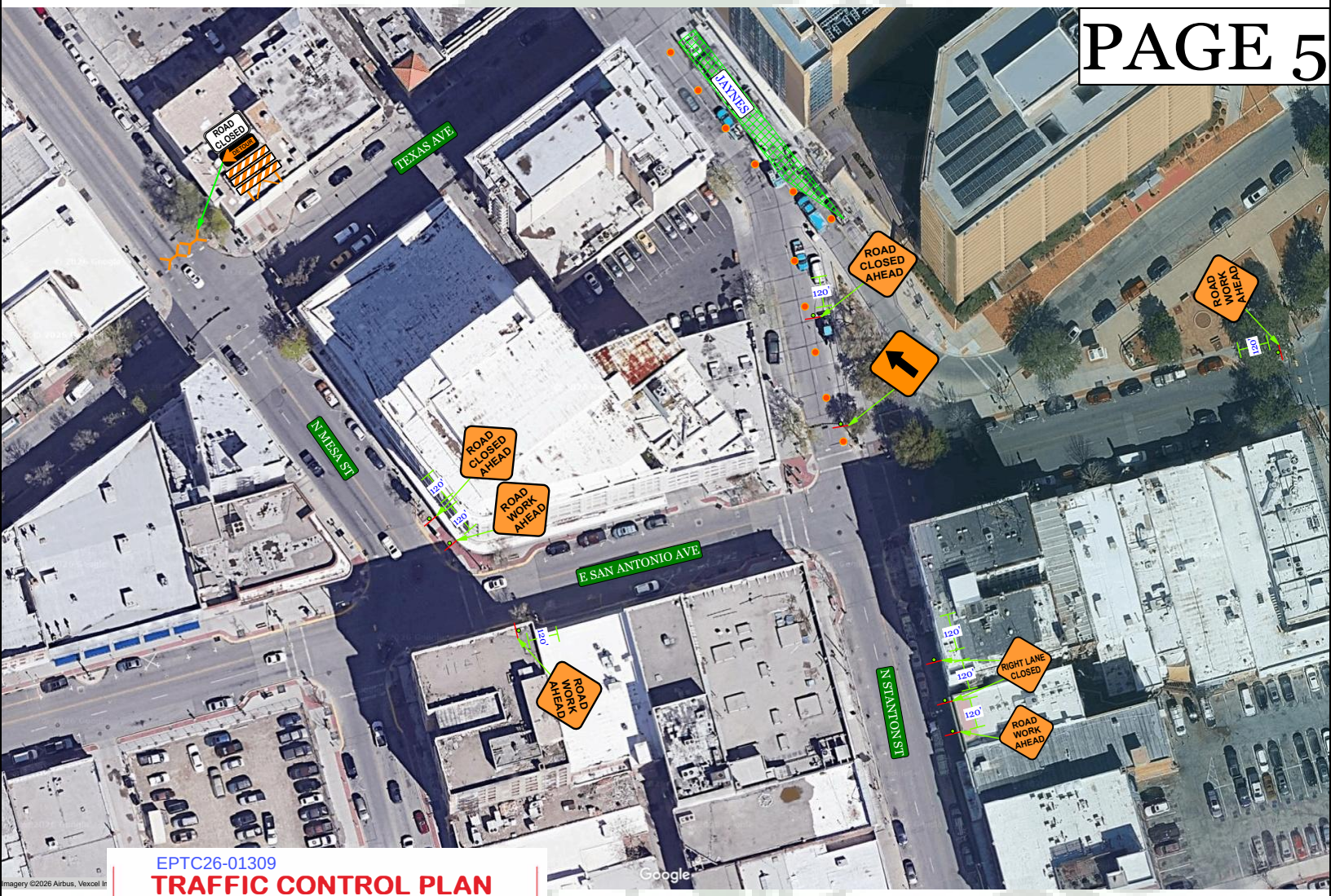
= UNLESS OTHERWISE INDICATED

= BIKE RACK

= ARROW BOARD

= PEDESTRIAN WALLS

APACHE BARRICADE & SIGN



EPTC26-01309

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

ONE DAY PERMIT UNLESS NOTED

CLOSURE DATE: 06/28/26

Time: 5:00AM-1:30PM SUNDAY

BY: _____ DATE: 04/16/2026

CITY OF EL PASO STREETS AND MAINTENANCE

TCP PREPARED BY: NAAYAH BALLINAS
APACHE BARRICADE & SIGN

POSTED SPEED	FORMULA	MIN. TAPER LENGTH 10' OFFSET	11' OFFSET	12' OFFSET	SUGGESTED MAX. DEVICE SPACING ON A TAPER	ON TANGENT	MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
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60		600'	660'	720'	60'	120'	*600'	570'
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BICYCLE RACE
LOCATION: 114 MILLS AVE
PROJECT: BIKE RACE
TTC: ROAD CLOSURE W/ DETOURS

NOTES:
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2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

= 28" CONE

= UNLESS OTHERWISE INDICATED

= ARROW BOARD

= BIKE RACK

= PEDESTRIAN WALLS

Exhibit B

RESOLUTION

WHEREAS, **Paseo Del Norte Penny Farthing Club** (hereinafter referred to as "Grantee") has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of rights-of-way within the City of El Paso's (hereinafter referred to as "the City") for the **Desert Mountains "Ordinary" Bicycle Race from 8:00 am to 12:00 pm on Sunday , June 28, 2026.** (hereinafter referred to as the "Event"); and

WHEREAS, The Event will utilize both City and State rights-of-way: and

WHEREAS, The City of El Paso (hereinafter referred to as the "City") has found the Event serves a public purpose; and

WHEREAS, The State of Texas (hereinafter referred to as the "State") owns and operates a system of highways for public use and benefit, including **Mesa Street** within El Paso, Texas; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of portions of the State Highway System for periods of time exceeding four hours; and

WHEREAS, the State in recognition of the public purpose for the Event, provides a means of cooperating with the City for the temporary closure of State right-of-way, provided the closure is in accordance with the requirements of 43 TAC, Section 22.12 and the City enters into an Agreement for the Temporary Closure of State Right-of-Way for the Event (Form TEA 30A).

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

That the closure of rights-of-way within the City of El Paso for the **Desert Mountains "Ordinary" Bicycle Race from 5:30 am to 1:30 pm on Sunday , June 28, 2026**, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of **Mesa Street** upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine,
City Clerk

APPROVED AS TO FORM:

_____
Ignacio R. Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Philip F, Etiwe, Director
Planning & Inspections Department

Exhibit C

202

El Paso DMD Special Event Permitting Application - Entry #15133

I Have All Required Documents Completed and Ready to Upload

Yes

Official Name of Event

Desert Mountains "Ordinary" Bicycle Race

Applicant's Name

Eric Leon Bradley

Company/Business Name (if applicable):

Paseo Del Norte Penny Farthing Club

Applicant's Address

22 Cielo Del Rey
Anthony, NM
88021
US

Phone

(575) 805-9468

Email

fly_rite@hotmail.com

Number of Contacts

Selected Value: 3 (1 min / 3 max)

Contact #1

Martha Alejandrina "Marty" Boyd

Mobile Phone

(915) 588-5161

Email

mboyd@loi-engineers.com

Contact #2

Ramon "Ray" Corral

Mobile Phone

(915) 630-1465

Email

ray@corralwoodworks.com

Contact #3

Becky Friesenhahn

Mobile Phone

(915) 203-3795

Email

rfriesenhahn@yahoo.com

Official Name of Event

Desert Mountain "Ordinary" Bicycle Race

Event Type

Other (Explain)

Other (Explain)

bicycle race, criterium style i.e. two heats and one final/championship race on antique-style, high-wheel bicycles

Event Purpose

Community Activity

There is 60 days+ before this event.

Yes

Event Start Date & Time

06/28/2026 8:00 AM

Event End Date & Time

06/28/2026 12:00 PM

Event Setup Date & Time

06/28/2026 5:00 AM

Event Tear Down Date & Time

06/28/2026 1:30 PM

No. Of Days

1

Participants

45

Spectators

450

Total

495

Traffic Control Company

Apache Barricade

Traffic Control Company Contact

(915) 592-6619

Street Closures

Start/Finish on Main, turn right unto Mesa, left on Mills, left on Stanton, left on Main

Is an alley affected

Yes

Will you need exclusive use of parking meters within the proposed footprint before or after street clousre?

Yes

Will you need exclusive use of parking meters outside of the proposed footprint before or after street clousre?

No

Start Date

06/27/2026

Removal Date

06/28/2026

File Upload

parking-meter-numbers.pdf

Will your event take place in one of the Downtown parks?

Yes

List of Downtown Parks

San Jacinto Plaza

Aside from the permanent park amenities, will you be introducing any additional items on the park grounds?

No

Will you have any amusement devices?

No

Hiring Security Guards

Yes

Number of Security Guards

4

Company Name:

Guardia Worldwide

Contact Person

Sonia Brutus

Address

8001-E North Mesa St. PO BOX 1181
El Paso, TX
79932
US

Mobile

+19155035974

Office Phone

+19156371914

Email

sbrutus@guardiaworldwide.com

Hiring Off Duty Police Officers

Yes

Number of Off Duty Police Officers

2

Name of Organization

First Responder Protective Services

Contact Person

Mark

Address

4006 BELT LINE ROAD, SUITE 138
Addison, TX
75001
US

Mobile

+18007573301

Office Phone

+18007573301

Email

sales@offdutytx.com

Will you be erecting temporary fences or barriers?

Yes

Will you be erecting temporary structures such as tents or canopies?

Yes

Size and quantity of temporary structures:

o barriers are plastic and metal (bicycle-style) barriers to stop auto and pedestrian traffic (see site plan)

o 10 x 10 canopies (estimate 15)

Will your event feature or utilize compressed gases?

No

Will your event feature or utilize fireworks or pyrotechnics?

No

How will you supply electrical power to your event?

battery or generator or City of El Paso/San Jacinto Plaza

What will need electrical power?

public announcement system

Participating businesses open in conjunction with the event

Unbranded

Will your event feature animals?

No

Will your event use amplified devices?

Yes

Microphones

2

Speakers

2

Amplifiers

2

Other

0

Purpose of Amplification

Announcements

Location Description of Amplification Devices

center of main street on San Jacinto Plaza

Will alchoholic beverages be sold, served or consumed at your event?

No

Will alchoholic beverages be sold, served or consumed on a city right of way?

No

Will alchoholic beverages be sold, served or consumed in the park?

No

Will your event feature food vendors?

No

Will your event feature merchandise vendors?

No

Have you arranged for cleaning and sanitation services?

No

Please explain your clean-up plan:

a lot of trash barrels, volunteers regularly pick up and empty trash

Is wireless internet access needed?

No

Is a secured wireless internet access needed?

No

Site Plan

Site-Plan-10-MAR-2026-Stanton-Hydrants.pdf

Certificate of Insurance Documents

Certificate-of-Insurance-COI-26-FEB-2026.pdf

Traffic Control Plan (TCP)

TCP-Desert-Mountains-Ordinary-Bicycle-Race-San-Jacinto-Plaza-05-MAR-2026.pdf

Signed Notice of Proposed Closure Form

Notice-of-Proposed-Closure-Signed-05-MAR-2026.pdf

Public Safety Plan

Public-Safety-Plan.pdf

Signature



Today's Date

03/10/2026

DMD - Downtown El Paso

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Eric Leon Bradley
Business Name	El Paseo Del Rio Penny Farthing Club
Agenda Item Type	cycling events as fundraisers for EPFH
Relevant Department	N/A

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☑ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐ I have made campaign contributions or donations totaling an aggregate of $500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: Eric Leon Bradley Date: May 7, 2026

File #: 26-0606, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Public Health, Veerinder Taneja, (915) 212-6500
Public Health, Sara Cera, (915) 212-6503

AGENDA LANGUAGE:

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

A Resolution that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and City of Anthony, Texas, for a term of one year and will automatically renew for a term of one year, each year for the provision of public health, code enforcement and environmental services by the City of El Paso to City of Anthony, for which City of Anthony shall pay to the City of El Paso an annual amount of THIRTY-NINE THOUSAND ONE HUNDRED SIXTY-SEVEN DOLLARS AND NO/100 ($39,167.00)

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Public Health

AGENDA DATE: 6/9/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Veerinder Taneja **PHONE NUMBER:** 915-212-6500

2nd CONTACT PERSON NAME: Sara Cera **PHONE NUMBER:** 915-212-6503

DISTRICT(S) AFFECTED: All

AGENDA ITEM:

A Resolution that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and City of Anthony, Texas, for a term of one year and will automatically renew for a term of one year, each year for the provision of public health, code enforcement and environmental services by the City of El Paso to City of Anthony, for which City of Anthony shall pay to the City of El Paso an annual amount of THIRTY-NINE THOUSAND ONE HUNDRED SIXTY-SEVEN DOLLARS AND NO/100 ($39,167.00)

ISSUE STATEMENT:

This is the Interlocal Agreement approved each year between the City of El Paso (Includes the Department of Health, Environmental Services Department and Code Enforcement Department) and Anthony, Texas allowing the City to provide services to Anthony, Texas for a yearly fee.

BACKGROUND:

This Interlocal has been entered into annually to provide services to municipalities outside of the City but within the County of El Paso. This new agreement has been set to auto-renew, so we will not need to create and approve a new agreement annually going forward.

COUNCIL OPTIONS:

1. Approve th Resolution- Motion “I make a motion to approve Resolution No. 1.””
2. Direct staff to make changes – MOTION: “I make a motion to direct staff to make changes to the resolution, as noted, and bring back for Council review.”

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

N/A

RELATED CITY POLICIES:

This requested Agreement supports
#8 NURTURE AND PROMOTE A HEALTHY AND SUSTAINABLE COMMUNITY8.1 DELIVER PREVENTION, INTERVENTION AND MOBILIZATION SERVICES TO PROMOTE A HEALTHY, PRODUCTIVE AND SAFE COMMUNITY

PRIOR COUNCIL ACTION:

City Council has approved this Interlocal Agreement annually.

LEGAL REVIEW:

☐ *Legal counsel reviewed as a part of Council packet*

☑ *Legal counsel reviewed in advance of packet as an individual item*

AMOUNT AND SOURCE OF FUNDING:

The services provided by the City are funded by the annual fee paid by the municipalities.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

A. Summary Form
B. Resolution
C. Agreement

FOR MORE INFORMATION:

Raymond Lucero 915-212-6502 LuceroRL@elpasotexas.gov

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

SIGNATURE: Veerinder Taneja

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

RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and City of Anthony, Texas, for a term of one year and will automatically renew for a term of one year, each year for the provision of public health, code enforcement and environmental services by the City of El Paso to City of Anthony, for which City of Anthony shall pay to the City of El Paso an annual amount of THIRTY-NINE THOUSAND ONE HUNDRED SIXTY-SEVEN DOLLARS AND NO/100 ($39,167.00)

APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

Veerinder Taneja
Veerinder Taneja, Director
Department of Public Health

APPROVED AS TO FORM:

_____
Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:

Nicholas H. Ybarra
Nicholas Ybarra, Director
Environmental Services Department

APPROVED AS TO FORM:

_____
Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Arthur S. Alvarado
Steve Alvarado, Director
Code Enforcement

HQ#: 5372 | TRAN-631445 | DPH/CED/ESD
Resolution – Interlocal Agreement FY2027
MMH/JG/EG

STATE OF TEXAS)
) **INTERLOCAL AGREEMENT**
COUNTY OF EL PASO)

THIS AGREEMENT is entered into on the last listed approved date below between the CITY OF EL PASO, TEXAS ("City of El Paso", "Party") and City of Anthony, TEXAS ("City of Anthony", "Party"), and collectively known as ("Parties"), by and through its duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

WHEREAS, the City of El Paso and City of Anthony, are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, this Agreement is for interlocal cooperation for the City of El Paso to provide certain services to City of Anthony, and is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

WHEREAS, City of Anthony desires to have the City of El Paso's appointed health authority serve as City of Anthony's health authority; and

WHEREAS, City of Anthony will make available and/or transfer to the City of El Paso certain information, in conjunction with goods or services that are being provided by the City of El Paso to City of Anthony, which is confidential and must be afforded special treatment and protection; and

WHEREAS, the City of El Paso will also have access to and/or receive from City of Anthony certain information that can be used or disclosed only in accordance with this Agreement, the Texas Medical Records Privacy Act and the HHS Privacy Regulations; and

WHEREAS, the City of El Paso will include City of Anthony in public health research projects, to examine health conditions in City of Anthony, when funded by the State of Texas or the federal government and when research protocols are indicated for areas beyond the urban borders of the City of El Paso.

FOR THESE REASONS, and in consideration of the mutual promises contained in this Agreement, City of Anthony and the City of El Paso mutually agree as follows:

1. **SCOPE OF SERVICES.**

1.1 The City of El Paso shall perform the following services by and through its Department of Public Health, Department of Environmental Services, and Code Enforcement Department under the terms and conditions hereinafter stated, and City of Anthony hereby accepts and agrees to the following terms and conditions:

1.1.1 The City of El Paso will issue permits and provide inspection services of food establishments at a frequency and in accordance with recommended protocols as established by the Texas Department of State Health Services (DSHS). The City of El Paso will provide enforcement of applicable State laws and regulations as appropriate to help reduce the risk of foodborne illnesses in said establishments. Appropriate and customary fees will be charged to the establishments, as permitted by law.

1.1.1.1 The City of El Paso will provide food handler and food manager training in accordance with the Texas Food Establishment Rules found at 25 TAC 228.

1.1.2 The City of El Paso will provide public health related complaint investigation/enforcement services as determined to be appropriate by City of El Paso staff for those conditions that violate the Texas Health and Safety Code and applicable City of Anthony ordinances.

1.1.3 The City of El Paso will provide communicable disease investigation services for the purpose of tracking communicable diseases and helping to reduce transmission in accordance with appropriate epidemiological intervention. Services will be provided in a manner and at a frequency that is consistent with standard public health practices.

1.1.4 The City of El Paso will provide immunization services to residents of City of Anthony to include but not be limited to adult, adolescent and childhood immunizations as recommended by the Texas DSHS. Appropriate and customary fees will be charged to those receiving these services.

1.1.5 The City of El Paso will provide tuberculosis and sexually transmitted disease control services to residents of City of Anthony. Services may

include testing, treatment and investigation of contacts, as appropriate. Appropriate and customary fees will be charged to those receiving these services.

1.1.6 The City of El Paso will provide Women, Infants and Children (WIC) Nutrition services to residents of City of Anthony in accordance with Texas DSHS requirements. Services may include medical health assessment, nutrition, breast-feeding promotion, social service referral, and food benefit issuances, as appropriate.

1.1.7 The City of El Paso will provide pediatric dental services to residents living in City of Anthony in accordance with Texas Title V requirements and in accordance with Texas Medicaid waiver guidelines.

1.1.8 The City of El Paso will provide informational programs including but not limited to injury prevention, asthma, diabetes, abstinence, maturation/puberty, and tobacco use prevention. These services are generally provided to City of Anthony's residents at local school facilities through the City of El Paso's Health Education Program.

1.1.9 The City of El Paso will provide mosquito control services, including but not limited to, collecting and identifying mosquito species, larviciding, adulticiding, providing enforcement of violations that create mosquito harborage as appropriate, tracking of vector-borne disease, and educating the public regarding disease prevention strategies.

1.1.10 The City of El Paso will include the jurisdictional areas of City of Anthony within its programs and services for the purpose of the enhancement of the air quality, to include but not be limited to, routine ambient air monitoring, analysis of gasoline samples to ensure compliance with oxygen content, and investigation and enforcement of air-related nuisances and other requirements as set forth by the Texas Commission on Environmental Quality and/or the United States Environmental Protection Agency as appropriate.

1.2 The City of El Paso agrees that in accordance with the provisions of any and all grants from federal and state agencies that are awarded on a county-wide basis, the City of El Paso will provide services in the jurisdictional areas of the City of Anthony as required under these grant provisions. Provided, however, nothing in this Agreement shall obligate the City of El Paso to perform services if the grant funds relating to a particular grant are not currently being paid to the City of El Paso, and, in any such instances, the City of El Paso shall give written notice to City of Anthony that the City of El Paso is not providing the particular services for the reason that it has not received funding under the applicable grant.

1.3 To the extent allowed by law, City of Anthony agrees to pass all ordinances and resolutions necessary to give the City of El Paso and City of El Paso personnel jurisdiction to provide public health, environmental, and code enforcement functions in City of Anthony pursuant to the terms of this Agreement, including its extraterritorial jurisdiction, if any, where the providing of public health and other services is authorized by law, and including the power to issue citations and notices of violations for violations of any ordinances pertaining to the protection of the public health and that pertain to services the City of El Paso agrees to render in accordance with the terms of this Agreement.

1.4 The City of El Paso agrees that it will file citations, complaints and violations occurring within the territorial limits of City of Anthony through City of Anthony Municipal Court. It is agreed that the appropriate personnel from the City of El Paso will be administratively directed to be present at such times as court sessions are set and cases involving the City of El Paso are on the court's docket, without the necessity for the issuance of a subpoena. City of Anthony Municipal Court will provide reasonable notice of any case settings to the City of El Paso.

1.5 The City of El Paso will provide necessary training for employees utilized in providing services under this Agreement, as may be required by law or determined to be appropriate by the City of El Paso, and shall require all such personnel to maintain all required licenses and certifications in accordance with State and Federal laws.

1.6 Nothing within the terms of this Agreement shall require the City of El Paso to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.

1.7 The City of El Paso agrees that it will keep accurate records of all services provided to City of Anthony pursuant to this Agreement as part of its routine data collection processes and shall report such activities in its standardized records format to City of Anthony officials, as requested. However, the City of El Paso will not be required to furnish copies of any reports that are maintained on the City of El Paso's website and available to City of Anthony from the website.

1.8 On or before July 31st of every year, the City of El Paso shall provide to City of Anthony an initial projection based on the City Manager's filed proposed budget of City of Anthony's potential costs for a new Interlocal Agreement that, if agreed upon, would be effective September 1st of that year. The provision of this initial projection of potential costs will be used solely for the purposes of facilitating the budgeting process for the City of Anthony for its yearly budget.

1.9 It is understood and agreed between the Parties that any portion of this Agreement providing for the delivery of public health services for which City of Anthony does not grant legal authority shall be null and void and of no force and effect, and the City of El Paso shall not be obligated to provide those services.

2. **LOCATION OF PERFORMANCE.** The place where most services are to be performed is in City of Anthony, Texas, and any extraterritorial jurisdiction thereof where the City of El Paso may lawfully provide public health and environmental services as delegated and authorized under this Interlocal Agreement (jurisdictional areas of City of Anthony). Certain health services involving medical testing, treatment and laboratory analysis shall be performed at City Department of Public Health locations within the City of El Paso.

3. **APPOINTMENT OF HEALTH AUTHORITY**. The Parties agree that the individual appointed to serve as health authority for the City of El Paso will serve as the health authority for City of Anthony, in accordance with Section 121.028(c), Texas Health and Safety Code.

4. **TIMES OF PERFORMANCE.** The City of El Paso shall commence the provision of its services on the 1st day of September of every year, and shall terminate on the 31st day of August

of every year, during the term of the Agreement, regardless of the date of execution of this Agreement.

4.1 This Agreement will be for a term of one year and will automatically renew for a term of one year, each year, unless the Parties execute a new agreement by August 31st for the next year of performance or unless either Party terminates this Agreement within 30 days after the beginning of the next fiscal year. If the Agreement is automatically renewed, the rate for service shall be as set forth in Schedule C of the annual budget as approved by City Council for the respective fiscal year as well as in Appendix A. The City shall update Appendix A every fiscal year. Any change to the rate for service reflected by the City of El Paso's Schedule C, Appendix A shall be effective for the period beginning on September 1st of the next year of performance. All other terms and conditions of the Agreement shall remain in full force and effect. By way of example, the Parties agree that if the City of El Paso adopts Schedule C in August of 2025, and said Schedule C changes any rate for service covered by this Agreement, said rate change shall be effective beginning on September 1, 2025 through August 31, 2026. For each year that this Agreement will be automatically renewed, the City of El Paso shall notify the City of Anthony by August 1st of each year regarding proposed service rates set forth in Schedule C for the upcoming fiscal year. The Parties understand that any rate provided prior to the El Paso City Council's adoption of Schedule C is merely a guide which may or may not be changed once the El Paso City Council approves Schedule C which will contain the actual rate for service. If, prior to September 1st, the City of Anthony notifies the City of El Paso that the new rates are unacceptable, the Parties shall negotiate the new rates for the upcoming fiscal year by September 30th. This deadline may be extended by agreement of the Parties.

5. **COMPENSATION.**

5.1 The City of Anthony agrees to pay the amount not to exceed Thirty-Nine Thousand One Hundred Sixty-Seven Dollars and NO/100 ($ 39,167.00) for services rendered in accordance with this Agreement, excluding the services described in Section

4.1. Payments shall be made in equal quarterly installments, each in the amount of Nine Thousand Seven Hundred Ninety-One Dollars and 75/100 ($ 9,791.75) with the first payment becoming due and payable on the 1st day of September each year or within 10 days after the date that City of Anthony signs this Agreement, whichever is later. The quarterly installment described in this Section 5.1 does not include the services described in Section 4.1. The Cost Model attached hereto as Appendix A identifies the total cost of services offered by the City of El Paso to City of Anthony pursuant to this Agreement. The City shall update Appendix A every fiscal year.

5.2 The Parties acknowledge that the funds paid by the City of Anthony pursuant to Section 5.1 above may not be sufficient in the event of an unexpected occurrence such as an outbreak, epidemic (i.e. Zika, cholera), or intervention of emerging or new diseases or public health threats (chemical or biological) in the jurisdictional areas of City of Anthony. The City of Anthony shall name a person to serve as a point of contact to discuss these types of threats, their intervention, and any additional costs that the City of Anthony will need to pay to defray the resulting expenses. Such contact person shall be designated and disclosed to the City of El Paso.

6. **PAYMENTS PURSUANT TO THIS AGREEMENT**. Payments submitted under this Agreement shall be made payable to the City of El Paso, Attn: Comptroller, PO Box 1890, El Paso, TX 79950-1890. In addition to the compensation provided for herein, the City of El Paso shall receive all proceeds received from inspection and permit fees collected in the City of Anthony. Such fees, when set or revised by City of Anthony and to the extent allowed by law, shall be set in the same amounts as the fees for the identical services or charges as made by the City of El Paso. All fees that City of Anthony collects for this purpose shall be paid to the City of El Paso on a quarterly basis, within thirty (30) days of the conclusion of the quarter. City of Anthony shall also provide the City of El Paso with a report indicating the amount of fees collected and the time period associated with such collection. In event that City of Anthony accrues an arrearage on payment, the City of El Paso Comptroller or any collection agency retained by the City to collect

delinquent accounts may add a collection fee of 21% to the account receivable if owing to the City for more than sixty (60) days, pursuant to the El Paso City Code, Ordinance 14700.

7. **LAW GOVERNING CONTRACT.** The governing law for this Agreement shall be the laws of the State of Texas. The venue shall be in City of Anthony, Texas.

7.1 *Authority of the City of El Paso.* City of Anthony expressly agrees that the City of El Paso shall have authority to enforce all laws and ordinances applicable to those services covered in this Agreement, within the incorporated city limits and extraterritorial jurisdiction of City of Anthony, Texas. City of Anthony further agrees that, in the absence of any conflicting city ordinance, the City of El Paso shall have authority to enforce the laws of the State of Texas and the City of Anthony applicable to services covered in this Agreement, within the incorporated city limits and extraterritorial jurisdiction of City of Anthony, Texas. City of Anthony shall provide certified copies of all City of Anthony, Texas Ordinances affecting public health and environmental regulation upon execution of this Agreement and as requested by the City of El Paso, and to provide copies of all such newly-adopted or amended ordinance within 10 days after adoption or amendment. Copies of such ordinances shall be sent to the Director of the City of El Paso Department of Public Health, Director of the City of El Paso Department of Environmental Services, and to the Director of the City of El Paso Code Enforcement Department, as applicable.

7.2 *Privileges and Immunities.* All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City of El Paso when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement. Each Party reserves, and does not waive, its rights of sovereign immunity and rights under the Texas Tort Claims Act.

7.3 *Governmental Function*. The Parties expressly agree that, in all things relating to this Agreement, the City of El Paso is performing a governmental function, as

defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the City of El Paso, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.

7.4 *Exclusion of Incidental and Consequential Damages*. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CITY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

7.5 *Intentional Risk Allocation*. Each of the Parties acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the Parties.

8. **HHS PRIVACY REGULATIONS.** The Health Insurance Portability and Accountability Act (HIPAA) *Standards for Privacy of Individually Identifiable Health Information* (Privacy Rule). See 45 CFR Part 160 and Subparts A and E of Part 164, requires that the City of El Paso offer assurances to City of Anthony that the City of El Paso will safeguard any protected health information received or created on behalf of City of Anthony. Pursuant to this requirement, the Parties further agree to the terms and conditions of the standard HIPAA Business Associate Agreement set forth in Appendix B and incorporated herein as if fully set forth.

City of Anthony continues its authorization for the City of El Paso to possess and maintain any protected health information received or created on behalf of City of Anthony and previously

possessed or maintained by the El Paso City-County Health and Environmental District, in accordance with the terms of the standard Business Associate Agreement set forth in Appendix B.

9. **TERMINATION.** This Agreement may be terminated in whole or in part by either Party upon sixty days written notice to the other Party at the following addresses, or at a new address as provided in writing to the nonmoving Party by a Party which has moved its physical location within thirty (30) days of said relocation without the necessity of amending this contract:

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

CITY OF ANTHONY: City of Anthony
Attn: Martin Lerma
401 Wildcat Dr.
Anthony, Texas, 79821}

All payments by City of Anthony under this Agreement are payable only out of current City of Anthony revenues. In the event that funds relating to this Agreement do not become available, such as by City of Anthony City Council not appropriating the funds, City of Anthony shall have no future obligation to pay or perform any future services related herein to the City of El Paso for City of Anthony's fiscal year during which time such funding is not available or appropriated; however, all services that have been provided by the City of El Paso shall be paid in accordance with Sections 5 and 6 of this Agreement. Should City of Anthony experience a funding unavailability related to the services described in this Agreement, City of Anthony shall immediately provide written notification to the City of El Paso of such case and either Party may choose to terminate the Agreement subject to this Section 9. In the event that City of Anthony notifies the City of El Paso that City of Anthony is experiencing a funding unavailability related to this Agreement, the City of El Paso shall immediately cease providing the services described in this Agreement to City of Anthony except as required by related grant funding requirements to which the City of El Paso must adhere.

10. **INDEPENDENT CONTRACTORS.** The City of El Paso and City of Anthony are independent legal entities. Except to the extent required by section 437.009 of the Health and Safety Code, nothing in this Agreement shall be construed to create the relationship of employer

and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City of El Paso nor City of Anthony nor any of their respective agents or employees shall control or have any right to control the activities of the other Party in carrying out the terms of this Agreement.

11. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. 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.

12. **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.

13. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties hereto. The Parties reserve the right to amend this Agreement in the event either Party should experience an unforeseen, significant impact to their respective budget allocated for the services addressed in this Agreement.

(*Signature pages follow*)

STATE OF TEXAS)
) **INTERLOCAL AGREEMENT**
COUNTY OF EL PASO)

Signature page for the City of El Paso, Interlocal Agreement between the City of El Paso and City of Anthony.

APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Veerinder Taneja, Director
Department of Public Health

APPROVED AS TO FORM:

_____
Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, Director
Environmental Services Department

APPROVED AS TO FORM:

_____
Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Steve Alvarado, Director
Code Enforcement

(*Signatures continue on the following page*)

STATE OF TEXAS)
) **INTERLOCAL AGREEMENT**
COUNTY OF EL PASO)

Signature page for City of Anthony, Interlocal Agreement between the City of El Paso and City of Anthony.

APPROVED this 25 **day of** February **, 2026**.

CITY OF ANTHONY:

Martin Lerma
Mayor, City of Anthony

ATTEST:

Valerie Armendariz, MPA
City Clerk, City of Anthony

APPROVED AS TO FORM:

Sylvia Borunda Firth
Attorney, City of Anthony

TOWN OF ANTHONY
ANTHONY, TEXAS

APPENDIX A

Municipality									
Program	**El Paso**	**Anthony**	**Clint**	**Horizon**	**Socorro**	**Vinton**	**County**	**San Elizario**	**Total Operational Cost**
Administration	**$ 6,115,219.00**	**$ 33,071.00**	**$ 8,315.00**	**$ 202,596.00**	**$ 309,051.00**	**$ 24,179.00**	**$ 1,014,853.00**	**$ 91,132.00**	**$ 7,798,416.00**
Administration (GF)	$ 3,347,159.00	$ 18,101.00	$ 4,551.00	$ 110,891.00	$ 169,159.00	$ 13,234.00	$ 555,479.00	$ 49,881.00	$ 4,268,455.00
Administration Support Services(GF)	$ 2,768,060.00	$ 14,970.00	$ 3,764.00	$ 91,705.00	$ 139,892.00	$ 10,945.00	$ 459,374.00	$ 41,251.00	$ 3,529,961.00
Percent of Total Cost	78.42%	0.42%	0.11%	2.60%	3.96%	0.31%	13.01%	1.17%	100.00%
Population	678,815	3,671	923	22,489	34,306	2,684	112,653	10,116	865,657
ESD Grand Total	**$ 240,237.00**	**$ 1,299.00**	**$ 327.00**	**$ 7,959.00**	**$ 12,141.00**	**$ 950.00**	**$ 39,869.00**	**$ 3,580.00**	**$ 306,362.00**
Air Quality (per capita)	$ 240,237.00	$ 1,299.00	$ 327.00	$ 7,959.00	$ 12,141.00	$ 950.00	$ 39,869.00	$ 3,580.00	$ 306,362.00
Code Enforcement Grand Total	**$ 886,980.00**	**$ 4,797.00**	**$ -**	**$ -**	**$ 44,826.00**	**$ 3,507.00**	**$ 147,199.00**	**$ 13,218.00**	**$ 1,100,527.00**
Food Inspections	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Vector Control	$ 886,980.00	$ 4,797.00	$ -	$ -	$ 44,826.00	$ 3,507.00	$ 147,199.00	$ 13,218.00	$ 1,100,527.00
GRAND TOTAL	**$ 7,242,436.00**	**$ 39,167.00**	**$ 8,642.00**	**$ 210,555.00**	**$ 366,018.00**	**$ 28,636.00**	**$ 1,201,921.00**	**$ 107,930.00**	**$ 9,205,305.00**
PREVIOUS FEE	$ 7,600,768.00	$ 41,103.00	$ 9,081.00	$ 221,749.00	$ 390,588.00	$ 30,052.00	$ 1,258,750.00	$ 113,346.00	$ 9,665,439.00
Variance FY2026	$ (358,332.00)	$ (1,936.00)	$ (439.00)	$ (11,194.00)	$ (24,570.00)	$ (1,416.00)	$ (56,829.00)	$ (5,416.00)	$ (460,134.00)
% Change	-4.71%	-4.71%	-4.83%	-5.05%	-6.29%	-4.71%	-4.51%	-4.78%	-4.76%

APPENDIX B

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

THIS AGREEMENT is entered into on June, 9, 2026, by the CITY OF EL PASO, TEXAS through the Department of Public Health (CITY), as the Covered Entity, and the City of Anthony, (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 (Party) or collectively as (Parties).

RECITALS

WHEREAS, CITY has engaged BUSINESS ASSOCIATE to perform services or provide goods, or both; and

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; and

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 (l)(h) to this Section.

   a. **Agreement** shall refer to this document.

b. **Business Associate** means the City of Anthony.

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" as 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(e)(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(e)(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 Us or Disclosure.** BUSINESS ASSOCIATE hereby agrees that it shall report to CITY **within**

five (5) days of discovery any use or disclosure of Information not provided for or allowed by this Agreement. (ref 45 C.F.R. 164.504€(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)(l)(ii) and 164.308(b)(2). In accordance with 45 C.F.R. 164.502(e)(I)(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(e)(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 so long as the information is maintained in a designated record set 45 CFR 164.526

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(±)).

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)(l)).

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 Ethe "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 upon execution of the Interlocal Agreement, and shall terminate concurrently following the termination of the Interlocal Agreement or 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, BUSINES 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 l.e and l.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 seek 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. Removed.

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.

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

COPY TO: City of El Paso
Department of Public Health
Attn: Director
5115 El Paso Drive
El Paso, TX 79905

BUSINESS ASSOCIATE: City of Anthony
Attn: Mayor Martin Lerma
401 Wildcat Dr.
Anthony, Tx 79821

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.

File #: 26-0663, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Public Health, Veerinder Taneja, (915) 212-6500
Public Health, Sara Cera, (915) 212-6503

AGENDA LANGUAGE:

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

A Resolution that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and Village of Vinton, Texas, for a term of one year and will automatically renew for a term of one year, each year for the provision of public health, code enforcement and environmental services by the City of El Paso to Village of Vinton, for which Village of Vinton shall pay to the City of El Paso an annual amount of TWENTY-EIGHT THOUSAND SIX HUNDRED THIRTY-SIX DOLLARS AND NO/100 ($28,636.00)

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Public Health

AGENDA DATE: 6/9/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Veerinder Taneja **PHONE NUMBER:** 915-212-6500

2nd CONTACT PERSON NAME: Sara Cera **PHONE NUMBER:** 915-212-6503

DISTRICT(S) AFFECTED: ALL District 3

AGENDA ITEM:

A Resolution that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and Village of Vinton, Texas, for a term of one year and will automatically renew for a term of one year, each year for the provision of public health, code enforcement and environmental services by the City of El Paso to Village of Vinton, for which Village of Vinton shall pay to the City of El Paso an annual amount of TWENTY-EIGHT THOUSAND SIX HUNDRED THIRTY-SIX DOLLARS AND NO/100 ($28,636.00)

ISSUE STATEMENT:

This is the Interlocal Agreement approved each year between the City of El Paso (Includes the Department of Health, Environmental Services Department and Code Enforcement Department) and Vinton, Texas allowing the City to provide services to Vinton, Texas for a yearly fee.

BACKGROUND:

This Interlocal has been entered into annually to provide services to municipalities outside of the City but within the County of El Paso. This new agreement has been set to auto-renew, so we will not need to create and approve a new agreement annually going forward.

COUNCIL OPTIONS:

1. Approve th Resolution- Motion “I make a motion to approve Resolution No. 1.””
2. Direct staff to make changes – MOTION: “I make a motion to direct staff to make changes to the resolution, as noted, and bring back for Council review.”

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

N/A

RELATED CITY POLICIES:

This requested Agreement supports
#8 NURTURE AND PROMOTE A HEALTHY AND SUSTAINABLE COMMUNITY8.1 DELIVER PREVENTION, INTERVENTION AND MOBILIZATION SERVICES TO PROMOTE A HEALTHY, PRODUCTIVE AND SAFE COMMUNITY

PRIOR COUNCIL ACTION:

City Council has approved this Interlocal Agreement annually.

LEGAL REVIEW:

☐ *Legal counsel reviewed as a part of Council packet*

☑ *Legal counsel reviewed in advance of packet as an individual item*

AMOUNT AND SOURCE OF FUNDING:

The services provided by the City are funded by the annual fee paid by the municipalities.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

A. Summary Form
B. Resolution
C. Agreement

FOR MORE INFORMATION:

Raymond Lucero	915-212-6502	LuceroRL@elpasotexas.gov

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

SIGNATURE: Veerinder Taneja

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

RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and Village of Vinton, Texas, for a term of one year and will automatically renew for a term of one year, each year for the provision of public health, code enforcement and environmental services by the City of El Paso to Village of Vinton, for which Village of Vinton shall pay to the City of El Paso an annual amount of TWENTY-EIGHT THOUSAND SIX HUNDRED THIRTY-SIX DOLLARS AND NO/100 ($28,636.00)

APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Veerinder Taneja, Director
Department of Public Health

APPROVED AS TO FORM:

_____
Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, Director
Environmental Services Department

APPROVED AS TO FORM:

_____
Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Steve Alvarado, Director
Code Enforcement

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into on the last listed approved date below between the CITY OF EL PASO, TEXAS ("City of El Paso", "Party") and Village of Vinton, TEXAS ("Village of Vinton", "Party"), and collectively known as ("Parties"), by and through its duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

WHEREAS, the City of El Paso and Village of Vinton, are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, this Agreement is for interlocal cooperation for the City of El Paso to provide certain services to Village of Vinton, and is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

WHEREAS, Village of Vinton desires to have the City of El Paso's appointed health authority serve as Village of Vinton's health authority; and

WHEREAS, Village of Vinton will make available and/or transfer to the City of El Paso certain information, in conjunction with goods or services that are being provided by the City of El Paso to Village of Vinton, which is confidential and must be afforded special treatment and protection; and

WHEREAS, the City of El Paso will also have access to and/or receive from Village of Vinton certain information that can be used or disclosed only in accordance with this Agreement, the Texas Medical Records Privacy Act and the HHS Privacy Regulations; and

WHEREAS, the City of El Paso will include Village of Vinton in public health research projects, to examine health conditions in Village of Vinton, when funded by the State of Texas or the federal government and when research protocols are indicated for areas beyond the urban borders of the City of El Paso.

FOR THESE REASONS, and in consideration of the mutual promises contained in this Agreement, Village of Vinton and the City of El Paso mutually agree as follows:

1. **SCOPE OF SERVICES.**

1.1 The City of El Paso shall perform the following services by and through its Department of Public Health, Department of Environmental Services, and Code Enforcement Department under the terms and conditions hereinafter stated, and Village of Vinton hereby accepts and agrees to the following terms and conditions:

1.1.1 The City of El Paso will issue permits and provide inspection services of food establishments at a frequency and in accordance with recommended protocols as established by the Texas Department of State Health Services (DSHS). The City of El Paso will provide enforcement of applicable State laws and regulations as appropriate to help reduce the risk of foodborne illnesses in said establishments. Appropriate and customary fees will be charged to the establishments, as permitted by law.

1.1.1.1 The City of El Paso will provide food handler and food manager training in accordance with the Texas Food Establishment Rules found at 25 TAC 228.

1.1.2 The City of El Paso will provide public health related complaint investigation/enforcement services as determined to be appropriate by City of El Paso staff for those conditions that violate the Texas Health and Safety Code and applicable Village of Vinton ordinances.

1.1.3 The City of El Paso will provide communicable disease investigation services for the purpose of tracking communicable diseases and helping to reduce transmission in accordance with appropriate epidemiological intervention. Services will be provided in a manner and at a frequency that is consistent with standard public health practices.

1.1.4 The City of El Paso will provide immunization services to residents of Village of Vinton to include but not be limited to adult, adolescent and childhood immunizations as recommended by the Texas DSHS. Appropriate and customary fees will be charged to those receiving these services.

1.1.5 The City of El Paso will provide tuberculosis and sexually transmitted disease control services to residents of Village of Vinton. Services may include testing, treatment and investigation of contacts, as appropriate. Appropriate and customary fees will be charged to those receiving these services.

1.1.6 The City of El Paso will provide Women, Infants and Children (WIC) Nutrition services to residents of Village of Vinton in accordance with Texas DSHS requirements. Services may include medical health assessment, nutrition, breast-feeding promotion, social service referral, and food benefit issuances, as appropriate.

1.1.7 The City of El Paso will provide pediatric dental services to residents living in Village of Vinton in accordance with Texas Title V requirements and in accordance with Texas Medicaid waiver guidelines.

1.1.8 The City of El Paso will provide informational programs including but not limited to injury prevention, asthma, diabetes, abstinence, maturation/puberty, and tobacco use prevention. These services are generally provided to Village of Vinton's residents at local school facilities through the City of El Paso's Health Education Program.

1.1.9 The City of El Paso will provide mosquito control services, including but not limited to, collecting and identifying mosquito species, larviciding, adulticiding, providing enforcement of violations that create mosquito harborage as appropriate, tracking of vector-borne disease, and educating the public regarding disease prevention strategies.

1.1.10 The City of El Paso will include the jurisdictional areas of Village of Vinton within its programs and services for the purpose of the enhancement of the air quality, to include but not be limited to, routine ambient air monitoring, analysis of gasoline samples to ensure compliance with oxygen content, and investigation and enforcement of air-related nuisances and other requirements as set forth by the Texas Commission on Environmental

Quality and/or the United States Environmental Protection Agency as appropriate.

1.2 The City of El Paso agrees that in accordance with the provisions of any and all grants from federal and state agencies that are awarded on a county-wide basis, the City of El Paso will provide services in the jurisdictional areas of the Village of Vinton as required under these grant provisions. Provided, however, nothing in this Agreement shall obligate the City of El Paso to perform services if the grant funds relating to a particular grant are not currently being paid to the City of El Paso, and, in any such instances, the City of El Paso shall give written notice to Village of Vinton that the City of El Paso is not providing the particular services for the reason that it has not received funding under the applicable grant.

1.3 To the extent allowed by law, Village of Vinton agrees to pass all ordinances and resolutions necessary to give the City of El Paso and City of El Paso personnel jurisdiction to provide public health, environmental, and code enforcement functions in Village of Vinton pursuant to the terms of this Agreement, including its extraterritorial jurisdiction, if any, where the providing of public health and other services is authorized by law, and including the power to issue citations and notices of violations for violations of any ordinances pertaining to the protection of the public health and that pertain to services the City of El Paso agrees to render in accordance with the terms of this Agreement.

1.4 The City of El Paso agrees that it will file citations, complaints and violations occurring within the territorial limits of Village of Vinton through Village of Vinton Municipal Court. It is agreed that the appropriate personnel from the City of El Paso will be administratively directed to be present at such times as court sessions are set and cases involving the City of El Paso are on the court's docket, without the necessity for the issuance of a subpoena. Village of Vinton Municipal Court will provide reasonable notice of any case settings to the City of El Paso.

1.5 The City of El Paso will provide necessary training for employees utilized in providing services under this Agreement, as may be required by law or determined to be appropriate by the City of El Paso, and shall require all such personnel to

maintain all required licenses and certifications in accordance with State and Federal laws.

1.6 Nothing within the terms of this Agreement shall require the City of El Paso to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.

1.7 The City of El Paso agrees that it will keep accurate records of all services provided to Village of Vinton pursuant to this Agreement as part of its routine data collection processes and shall report such activities in its standardized records format to Village of Vinton officials, as requested. However, the City of El Paso will not be required to furnish copies of any reports that are maintained on the City of El Paso's website and available to Village of Vinton from the website.

1.8 On or before July 31st of every year, the City of El Paso shall provide to Village of Vinton an initial projection based on the City Manager's filed proposed budget of Village of Vinton's potential costs for a new Interlocal Agreement that, if agreed upon, would be effective September 1st of that year. The provision of this initial projection of potential costs will be used solely for the purposes of facilitating the budgeting process for the Village of Vinton for its yearly budget.

1.9 It is understood and agreed between the Parties that any portion of this Agreement providing for the delivery of public health services for which Village of Vinton does not grant legal authority shall be null and void and of no force and effect, and the City of El Paso shall not be obligated to provide those services.

2. **LOCATION OF PERFORMANCE.** The place where most services are to be performed is in Village of Vinton, Texas, and any extraterritorial jurisdiction thereof where the City of El Paso may lawfully provide public health and environmental services as delegated and authorized under this Interlocal Agreement (jurisdictional areas of Village of Vinton). Certain health services involving medical testing, treatment and laboratory analysis shall be performed at City Department of Public Health locations within the City of El Paso.

3. **APPOINTMENT OF HEALTH AUTHORITY**. The Parties agree that the individual appointed to serve as health authority for the City of El Paso will serve as the health authority for Village of Vinton, in accordance with Section 121.028(c), Texas Health and Safety Code.

4. **TIMES OF PERFORMANCE.** The City of El Paso shall commence the provision of its services on the 1st day of September of every year, and shall terminate on the 31st day of August of every year, during the term of the Agreement, regardless of the date of execution of this Agreement.

4.1 This Agreement will be for a term of one year and will automatically renew for a term of one year, each year, unless the Parties execute a new agreement by August 31st for the next year of performance or unless either Party terminates this Agreement within 30 days after the beginning of the next fiscal year. If the Agreement is automatically renewed, the rate for service shall be as set forth in Schedule C of the annual budget as approved by City Council for the respective fiscal year as well as in Appendix A. The City shall update Appendix A every fiscal year. Any change to the rate for service reflected by the City of El Paso's Schedule C, Appendix A shall be effective for the period beginning on September 1st of the next year of performance. All other terms and conditions of the Agreement shall remain in full force and effect. By way of example, the Parties agree that if the City of El Paso adopts Schedule C in August of 2025, and said Schedule C changes any rate for service covered by this Agreement, said rate change shall be effective beginning on September 1, 2025 through August 31, 2026. For each year that this Agreement will be automatically renewed, the City of El Paso shall notify the Village of Vinton by August 1st of each year regarding proposed service rates set forth in Schedule C for the upcoming fiscal year. The Parties understand that any rate provided prior to the El Paso City Council's adoption of Schedule C is merely a guide which may or may not be changed once the El Paso City Council approves Schedule C which will contain the actual rate for service. If, prior to September 1st, the Village of Vinton notifies the City of El Paso that the new rates are unacceptable, the Parties shall negotiate the new rates for the upcoming fiscal year by September 30th. This deadline may be extended by agreement of the Parties.

5. **COMPENSATION.**

5.1 The Village of Vinton agrees to pay the amount not to exceed Twenty-Eight Thousand Six Hundred Thirty-Six Dollars and 0/100 ($ 28,636.00) for services rendered in accordance with this Agreement, excluding the services described in Section 4.1. Payments shall be made in equal quarterly installments, each in the amount of Seven Thousand One Hundred Fifty-Nine Dollars and 0/100 ($ 7,159.00) with the first payment becoming due and payable on the 1st day of September each year or within 10 days after the date that Village of Vinton signs this Agreement, whichever is later. The quarterly installment described in this Section 5.1 does not include the services described in Section 4.1. The Cost Model attached hereto as Appendix A identifies the total cost of services offered by the City of El Paso to Village of Vinton pursuant to this Agreement. The City shall update Appendix A every fiscal year.

5.2 The Parties acknowledge that the funds paid by the Village of Vinton pursuant to Section 5.1 above may not be sufficient in the event of an unexpected occurrence such as an outbreak, epidemic (i.e. Zika, cholera), or intervention of emerging or new diseases or public health threats (chemical or biological) in the jurisdictional areas of Village of Vinton. The Village of Vinton shall name a person to serve as a point of contact to discuss these types of threats, their intervention, and any additional costs that the Village of Vinton will need to pay to defray the resulting expenses. Such contact person shall be designated and disclosed to the City of El Paso.

6. **PAYMENTS PURSUANT TO THIS AGREEMENT**. Payments submitted under this Agreement shall be made payable to the City of El Paso, Attn: Comptroller, PO Box 1890, El Paso, TX 79950-1890. In addition to the compensation provided for herein, the City of El Paso shall receive all proceeds received from inspection and permit fees collected in the Village of Vinton. Such fees, when set or revised by Village of Vinton and to the extent allowed by law, shall be set in the same amounts as the fees for the identical services or charges as made by the City of El Paso. All fees that Village of Vinton collects for this purpose shall be paid to the City of El Paso on a quarterly basis, within thirty (30) days of the conclusion of the quarter. Village of Vinton

shall also provide the City of El Paso with a report indicating the amount of fees collected and the time period associated with such collection. In event that Village of Vinton accrues an arrearage on payment, the City of El Paso Comptroller or any collection agency retained by the City to collect delinquent accounts may add a collection fee of 21% to the account receivable if owing to the City for more than sixty (60) days, pursuant to the El Paso City Code, Ordinance 14700.

7. **LAW GOVERNING CONTRACT.** The governing law for this Agreement shall be the laws of the State of Texas. The venue shall be in Village of Vinton, Texas.

7.1 *Authority of the City of El Paso.* Village of Vinton expressly agrees that the City of El Paso shall have authority to enforce all laws and ordinances applicable to those services covered in this Agreement, within the incorporated city limits and extraterritorial jurisdiction of Village of Vinton, Texas. Village of Vinton further agrees that, in the absence of any conflicting city ordinance, the City of El Paso shall have authority to enforce the laws of the State of Texas and the Village of Vinton applicable to services covered in this Agreement, within the incorporated city limits and extraterritorial jurisdiction of Village of Vinton, Texas. Village of Vinton shall provide certified copies of all Village of Vinton, Texas Ordinances affecting public health and environmental regulation upon execution of this Agreement and as requested by the City of El Paso, and to provide copies of all such newly-adopted or amended ordinance within 10 days after adoption or amendment. Copies of such ordinances shall be sent to the Director of the City of El Paso Department of Public Health, Director of the City of El Paso Department of Environmental Services, and to the Director of the City of El Paso Code Enforcement Department, as applicable.

7.2 *Privileges and Immunities.* All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City of El Paso when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this

Agreement. Each Party reserves, and does not waive, its rights of sovereign immunity and rights under the Texas Tort Claims Act.

7.3 *Governmental Function.* The Parties expressly agree that, in all things relating to this Agreement, the City of El Paso is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the City of El Paso, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.

7.4 *Exclusion of Incidental and Consequential Damages.* Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CITY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

7.5 *Intentional Risk Allocation.* Each of the Parties acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the Parties.

8. **HHS PRIVACY REGULATIONS.** The Health Insurance Portability and Accountability Act (HIPAA) *Standards for Privacy of Individually Identifiable Health Information* (Privacy Rule). See 45 CFR Part 160 and Subparts A and E of Part 164, requires that the City of El Paso offer assurances to Village of Vinton that the City of El Paso will safeguard any protected health information received or created on behalf of Village of Vinton. Pursuant to this requirement, the

Parties further agree to the terms and conditions of the standard HIPAA Business Associate Agreement set forth in Appendix B and incorporated herein as if fully set forth.

Village of Vinton continues its authorization for the City of El Paso to possess and maintain any protected health information received or created on behalf of Village of Vinton and previously possessed or maintained by the El Paso City-County Health and Environmental District, in accordance with the terms of the standard Business Associate Agreement set forth in Appendix B.

9. **TERMINATION.** This Agreement may be terminated in whole or in part by either Party upon sixty days written notice to the other Party at the following addresses, or at a new address as provided in writing to the nonmoving Party by a Party which has moved its physical location within thirty (30) days of said relocation without the necessity of amending this contract:

CITY OF EL PASO:	City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890
VILLAGE OF VINTON:	Village of Vinton Attn: Rachel Quintana 436 E. Vinton Rd. Vinton, Texas, 79821

All payments by Village of Vinton under this Agreement are payable only out of current Village of Vinton revenues. In the event that funds relating to this Agreement do not become available, such as by Village of Vinton City Council not appropriating the funds, Village of Vinton shall have no future obligation to pay or perform any future services related herein to the City of El Paso for Village of Vinton's fiscal year during which time such funding is not available or appropriated; however, all services that have been provided by the City of El Paso shall be paid in accordance with Sections 5 and 6 of this Agreement. Should Village of Vinton experience a funding unavailability related to the services described in this Agreement, Village of Vinton shall immediately provide written notification to the City of El Paso of such case and either Party may choose to terminate the Agreement subject to this Section 9. In the event that Village of Vinton notifies the City of El Paso that Village of Vinton is experiencing a funding unavailability related to this Agreement, the City of El Paso shall immediately cease providing the services described in

this Agreement to Village of Vinton except as required by related grant funding requirements to which the City of El Paso must adhere.

10. **INDEPENDENT CONTRACTORS.** The City of El Paso and Village of Vinton are independent legal entities. Except to the extent required by section 437.009 of the Health and Safety Code, nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City of El Paso nor Village of Vinton nor any of their respective agents or employees shall control or have any right to control the activities of the other Party in carrying out the terms of this Agreement.

11. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. 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.

12. **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.

13. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties hereto. The Parties reserve the right to amend this Agreement in the event either Party should experience an unforeseen, significant impact to their respective budget allocated for the services addressed in this Agreement.

(*Signature pages follow*)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for the City of El Paso, Interlocal Agreement between the City of El Paso and Village of Vinton.

APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

Veerinder Taneja, Director
Department of Public Health

APPROVED AS TO FORM:

Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:

Nicholas Ybarra, Director
Environmental Services Department

APPROVED AS TO FORM:

Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Steve Alvarado, Director
Code Enforcement

(*Signatures continue on the following page*)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for Village of Vinton, Interlocal Agreement between the City of El Paso and Village of Vinton.

APPROVED this 21 day of April, 2026.

VILLAGE OF VINTON

Rachel Quintana
Mayor, Village of Vinton

ATTEST:

Printed Name: Andrea Camillo
City Clerk, Village of Vinton

APPROVED AS TO FORM:

Printed Name: Shane A. English
Attorney, Village of Vinton

HQ#: 5372 | TRAN-631430 | DPH
FY2026 - Interlocal Agreement-Village of Vinton (Auto Renew)
MMH/JG/EG

APPENDIX A

Municipality									
Program	El Paso	Anthony	Clint	Horizon	Socorro	Vinton	County	San Elizario	Total Operational Cost
Administration	**$ 6,115,219.00**	**$ 33,071.00**	**$ 8,315.00**	**$ 202,596.00**	**$ 309,051.00**	**$ 24,179.00**	**$ 1,014,853.00**	**$ 91,132.00**	**$ 7,798,416.00**
Administration (GF)	$ 3,347,159.00	$ 18,101.00	$ 4,551.00	$ 110,891.00	$ 169,159.00	$ 13,234.00	$ 555,479.00	$ 49,881.00	$ 4,268,455.00
Administration Support Services(GF)	$ 2,768,060.00	$ 14,970.00	$ 3,764.00	$ 91,705.00	$ 139,892.00	$ 10,945.00	$ 459,374.00	$ 41,251.00	$ 3,529,961.00
Percent of Total Cost	78.42%	0.42%	0.11%	2.60%	3.96%	0.31%	13.01%	1.17%	100.00%
Population	678,815	3,671	923	22,489	34,306	2,684	112,653	10,116	865,657
ESD Grand Total	**$ 240,237.00**	**$ 1,299.00**	**$ 327.00**	**$ 7,959.00**	**$ 12,141.00**	**$ 950.00**	**$ 39,869.00**	**$ 3,580.00**	**$ 306,362.00**
Air Quality (per capita)	$ 240,237.00	$ 1,299.00	$ 327.00	$ 7,959.00	$ 12,141.00	$ 950.00	$ 39,869.00	$ 3,580.00	$ 306,362.00
Code Enforcement Grand Total	**$ 886,980.00**	**$ 4,797.00**	**$ -**	**$ -**	**$ 44,826.00**	**$ 3,507.00**	**$ 147,199.00**	**$ 13,218.00**	**$ 1,100,527.00**
Food Inspections	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Vector Control	$ 886,980.00	$ 4,797.00	$ -	$ -	$ 44,826.00	$ 3,507.00	$ 147,199.00	$ 13,218.00	$ 1,100,527.00
GRAND TOTAL	**$ 7,242,436.00**	**$ 39,167.00**	**$ 8,642.00**	**$ 210,555.00**	**$ 366,018.00**	**$ 28,636.00**	**$ 1,201,921.00**	**$ 107,930.00**	**$ 9,205,305.00**
PREVIOUS FEE	$ 7,600,768.00	$ 41,103.00	$ 9,081.00	$ 221,749.00	$ 390,588.00	$ 30,052.00	$ 1,258,750.00	$ 113,346.00	$ 9,665,439.00
Variance FY2026	$ (358,332.00)	$ (1,936.00)	$ (439.00)	$ (11,194.00)	$ (24,570.00)	$ (1,416.00)	$ (56,829.00)	$ (5,416.00)	$ (460,134.00)
% Change	-4.71%	-4.71%	-4.83%	-5.05%	-6.29%	-4.71%	-4.51%	-4.78%	-4.76%

APPENDIX B

STATE OF TEXAS)
)
COUNTY OF EL PASO)

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is entered into on _____, 2026, by the CITY OF EL PASO, TEXAS through the Department of Public Health (CITY), as the Covered Entity, and the Village of Vinton, (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 (Party) or collectively as (Parties).

RECITALS

WHEREAS, CITY has engaged BUSINESS ASSOCIATE to perform services or provide goods, or both; and

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; and

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 (l)(h) to this Section.

   a. **Agreement** shall refer to this document.

   b. **Business Associate** means the Village of Vinton.

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" as 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(e)(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(e)(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 Us or Disclosure.** BUSINESS ASSOCIATE hereby agrees that it shall report to CITY **within**

five (5) days of discovery any use or disclosure of Information not provided for or allowed by this Agreement. (ref 45 C.F.R. 164.504€(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)(l)(ii) and 164.308(b)(2). In accordance with 45 C.F.R. 164.502(e)(I)(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(e)(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 so long as the information is maintained in a designated record set 45 CFR 164.526

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(±)).

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)(l)).

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 Ethe "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 upon execution of the Interlocal Agreement, and shall terminate concurrently following the termination of the Interlocal Agreement or 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, BUSINES 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 seek 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. Removed.

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.

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

COPY TO: City of El Paso
Department of Public Health
Attn: Director
5115 El Paso Drive
El Paso, TX 79905

BUSINESS ASSOCIATE: Village of Vinton
Attn: mayor Rachel Quintana
436 E. Vinton Rd.
Vinton, TX 79821

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.

File #: 26-0664, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Public Health, Veerinder Taneja, (915) 212-6500
Public Health, Sara Cera, (915) 212-6503

AGENDA LANGUAGE:

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

A Resolution that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and Town of Horizon, Texas, for a term of one year and will automatically renew for a term of one year, each year for the provision of public health, code enforcement and environmental services by the City of El Paso to Town of Horizon, for which Town of Horizon shall pay to the City of El Paso an annual amount of TWO HUNDRED TEN THOUSAND FIVE HUNDRED FIFTY-FIVE DOLLARS AND NO/100 ($210,555.00)

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Public Health

AGENDA DATE: 6/9/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Veerinder Taneja **PHONE NUMBER:** 915-212-6500

2nd CONTACT PERSON NAME: Sara Cera **PHONE NUMBER:** 915-212-6503

DISTRICT(S) AFFECTED: ALL

AGENDA ITEM:

A Resolution that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and Town of Horizon, Texas, for a term of one year and will automatically renew for a term of one year, each year for the provision of public health, code enforcement and environmental services by the City of El Paso to Town of Horizon, for which Town of Horizon shall pay to the City of El Paso an annual amount of TWO HUNDRED TEN THOUSAND FIVE HUNDRED FIFTY-FIVE DOLLARS AND NO/100 ($210,555.00)

ISSUE STATEMENT:

This is the Interlocal Agreement approved each year between the City of El Paso (Includes the Department of Health, Environmental Services Department and Code Enforcement Department) and Horizon, Texas allowing the City to provide services to Horizon, Texas for a yearly fee.

BACKGROUND:

This Interlocal has been entered into annually to provide services to municipalities outside of the City but within the County of El Paso. This new agreement has been set to auto-renew, so we will not need to create and approve a new agreement annually going forward.

COUNCIL OPTIONS:

1. Approve th Resolution- Motion “I make a motion to approve Resolution No. 1.””
2. Direct staff to make changes – MOTION: “I make a motion to direct staff to make changes to the resolution, as noted, and bring back for Council review.”

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

N/A

RELATED CITY POLICIES:

This requested Agreement supports
#8 NURTURE AND PROMOTE A HEALTHY AND SUSTAINABLE COMMUNITY
8.1 DELIVER PREVENTION, INTERVENTION AND MOBILIZATION SERVICES TO PROMOTE A HEALTHY, PRODUCTIVE AND SAFE COMMUNITY

PRIOR COUNCIL ACTION:

City Council has approved this Interlocal Agreement annually.

LEGAL REVIEW:

☐ *Legal counsel reviewed as a part of Council packet*

☑ *Legal counsel reviewed in advance of packet as an individual item*

AMOUNT AND SOURCE OF FUNDING:

The services provided by the City are funded by the annual fee paid by the municipalities.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

A. Summary Form
B. Resolution
C. Agreement

FOR MORE INFORMATION:

Raymond Lucero 915-212-6502 LuceroRL@elpasotexas.gov

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

SIGNATURE: Veerinder Taneja

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

RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and Town of Horizon, Texas, for a term of one year and will automatically renew for a term of one year, each year for the provision of public health, code enforcement and environmental services by the City of El Paso to Town of Horizon, for which Town of Horizon shall pay to the City of El Paso an annual amount of TWO HUNDRED TEN THOUSAND FIVE HUNDRED FIFTY-FIVE DOLLARS AND NO/100 ($210,555.00)

APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:
Mona Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:
Veerinder Taneja, Director
Department of Public Health

APPROVED AS TO FORM:
Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:
Nicholas Ybarra, Director
Environmental Services Department

APPROVED AS TO FORM:
Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:
Steve Alvarado, Director
Code Enforcement

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into on the last listed approved date below between the CITY OF EL PASO, TEXAS ("City of El Paso", "Party") and Town of Horizon City, TEXAS ("Town of Horizon City", "Party"), and collectively known as ("Parties"), by and through its duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

WHEREAS, the City of El Paso and Town of Horizon City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, this Agreement is for interlocal cooperation for the City of El Paso to provide certain services to Town of Horizon City and is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

WHEREAS, Town of Horizon City desires to have the City of El Paso's appointed health authority serve as Town of Horizon City's health authority; and

WHEREAS, Town of Horizon City will make available and/or transfer to the City of El Paso certain information, in conjunction with goods or services that are being provided by the City of El Paso to Town of Horizon City, which is confidential and must be afforded special treatment and protection; and

WHEREAS, the City of El Paso will also have access to and/or receive from Town of Horizon City certain information that can be used or disclosed only in accordance with this Agreement, the Texas Medical Records Privacy Act and the HHS Privacy Regulations; and

WHEREAS, the City of El Paso will include Town of Horizon City in public health research projects, to examine health conditions in Town of Horizon City, when funded by the State of Texas or the federal government and when research protocols are indicated for areas beyond the urban borders of the City of El Paso.

FOR THESE REASONS, and in consideration of the mutual promises contained in this Agreement, Town of Horizon City and the City of El Paso mutually agree as follows:

1. **SCOPE OF SERVICES.**

1.1 The City of El Paso shall perform the following services by and through its Department of Public Health, Department of Environmental Services, and Code Enforcement Department under the terms and conditions hereinafter stated, and Town of Horizon City hereby accepts and agrees to the following terms and conditions:

1.1.1 The City of El Paso will issue permits and provide inspection services of food establishments at a frequency and in accordance with recommended protocols as established by the Texas Department of State Health Services (DSHS). The City of El Paso will provide enforcement of applicable State laws and regulations as appropriate to help reduce the risk of foodborne illnesses in said establishments. Appropriate and customary fees will be charged to the establishments, as permitted by law.

1.1.1.1 The City of El Paso will provide food handler and food manager training in accordance with the Texas Food Establishment Rules found at 25 TAC 228.

1.1.2 The City of El Paso will provide public health related complaint investigation/enforcement services as determined to be appropriate by City of El Paso staff for those conditions that violate the Texas Health and Safety Code and applicable Town of Horizon City ordinances.

1.1.3 The City of El Paso will provide communicable disease investigation services for the purpose of tracking communicable diseases and helping to reduce transmission in accordance with appropriate epidemiological intervention. Services will be provided in a manner and at a frequency that is consistent with standard public health practices.

1.1.4 The City of El Paso will provide immunization services to residents of Town of Horizon City to include but not be limited to adult, adolescent and childhood immunizations as recommended by the Texas DSHS. Appropriate and customary fees will be charged to those receiving these services.

1.1.5 The City of El Paso will provide tuberculosis and sexually transmitted disease control services to residents of Town of Horizon City. Services may include testing, treatment and investigation of contacts, as appropriate. Appropriate and customary fees will be charged to those receiving these services.

1.1.6 The City of El Paso will provide Women, Infants and Children (WIC) Nutrition services to residents of Town of Horizon City in accordance with Texas DSHS requirements. Services may include medical health assessment, nutrition, breast-feeding promotion, social service referral, and food benefit issuances, as appropriate.

1.1.7 The City of El Paso will provide pediatric dental services to residents living in Town of Horizon City in accordance with Texas Title V requirements and in accordance with Texas Medicaid waiver guidelines.

1.1.8 The City of El Paso will provide informational programs including but not limited to injury prevention, asthma, diabetes, abstinence, maturation/puberty, and tobacco use prevention. These services are generally provided to Town of Horizon City's residents at local school facilities through the City of El Paso's Health Education Program.

1.1.9 The City of El Paso will NOT provide mosquito control services, including but not limited to, collecting and identifying mosquito species, larviciding, adulticiding, providing enforcement of violations that create mosquito harborage as appropriate, tracking of vector-borne disease, and educating the public regarding disease prevention strategies.

1.1.10 The City of El Paso will include the jurisdictional areas of Town of Horizon City within its programs and services for the purpose of the enhancement of the air quality, to include but not be limited to, routine ambient air monitoring, analysis of gasoline samples to ensure compliance with oxygen content, and investigation and enforcement of air-related nuisances and other requirements as set forth by the Texas Commission on Environmental

Quality and/or the United States Environmental Protection Agency as appropriate.

1.2 The City of El Paso agrees that in accordance with the provisions of any and all grants from federal and state agencies that are awarded on a county-wide basis, the City of El Paso will provide services in the jurisdictional areas of the Town of Horizon City as required under these grant provisions. Provided, however, nothing in this Agreement shall obligate the City of El Paso to perform services if the grant funds relating to a particular grant are not currently being paid to the City of El Paso, and, in any such instances, the City of El Paso shall give written notice to Town of Horizon City that the City of El Paso is not providing the particular services for the reason that it has not received funding under the applicable grant.

1.3 To the extent allowed by law, Town of Horizon City agrees to pass all ordinances and resolutions necessary to give the City of El Paso and City of El Paso personnel jurisdiction to provide public health, environmental, and code enforcement functions in Town of Horizon City pursuant to the terms of this Agreement, including its extraterritorial jurisdiction, if any, where the providing of public health and other services is authorized by law, and including the power to issue citations and notices of violations for violations of any ordinances pertaining to the protection of the public health and that pertain to services the City of El Paso agrees to render in accordance with the terms of this Agreement.

1.4 The City of El Paso agrees that it will file citations, complaints and violations occurring within the territorial limits of Town of Horizon City through Town of Horizon City Municipal Court. It is agreed that the appropriate personnel from the City of El Paso will be administratively directed to be present at such times as court sessions are set and cases involving the City of El Paso are on the court's docket, without the necessity for the issuance of a subpoena. Town of Horizon City Municipal Court will provide reasonable notice of any case settings to the City of El Paso.

1.5 The City of El Paso will provide necessary training for employees utilized in providing services under this Agreement, as may be required by law or determined

to be appropriate by the City of El Paso, and shall require all such personnel to maintain all required licenses and certifications in accordance with State and Federal laws.

1.6 Nothing within the terms of this Agreement shall require the City of El Paso to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.

1.7 The City of El Paso agrees that it will keep accurate records of all services provided to Town of Horizon City pursuant to this Agreement as part of its routine data collection processes and shall report such activities in its standardized records format to Town of Horizon City officials, as requested. However, the City of El Paso will not be required to furnish copies of any reports that are maintained on the City of El Paso's website and available to Town of Horizon City from the website.

1.8 On or before July 31st of every year, the City of El Paso shall provide to Town of Horizon City an initial projection based on the City Manager's filed proposed budget of Town of Horizon City's potential costs for a new Interlocal Agreement that, if agreed upon, would be effective September 1st of that year. The provision of this initial projection of potential costs will be used solely for the purposes of facilitating the budgeting process for the Town of Horizon City for its yearly budget.

1.9 It is understood and agreed between the Parties that any portion of this Agreement providing for the delivery of public health services for which Town of Horizon City does not grant legal authority shall be null and void and of no force and effect, and the City of El Paso shall not be obligated to provide those services.

2. **LOCATION OF PERFORMANCE.** The place where most services are to be performed is in Town of Horizon City, Texas, and any extraterritorial jurisdiction thereof where the City of El Paso may lawfully provide public health and environmental services as delegated and authorized under this Interlocal Agreement (jurisdictional areas of Town of Horizon City). Certain health services involving medical testing, treatment and laboratory analysis shall be performed at City Department of Public Health locations within the City of El Paso.

3. **APPOINTMENT OF HEALTH AUTHORITY**. The Parties agree that the individual appointed to serve as health authority for the City of El Paso will serve as the health authority for Town of Horizon City, in accordance with Section 121.028(c), Texas Health and Safety Code.

4. **TIMES OF PERFORMANCE.** The City of El Paso shall commence the provision of its services on the 1st day of September of every year, and shall terminate on the 31st day of August of every year, during the term of the Agreement, regardless of the date of execution of this Agreement.

4.1 This Agreement will be for a term of one year and will automatically renew for a term of one year, each year, unless the Parties execute a new agreement by August 31st for the next year of performance or unless either Party terminates this Agreement within 30 days after the beginning of the next fiscal year. If the Agreement is automatically renewed, the rate for service shall be as set forth in Schedule C of the annual budget as approved by City Council for the respective fiscal year as well as in Appendix A. The City shall update Appendix A every fiscal year. Any change to the rate for service reflected by the City of El Paso's Schedule C, Appendix A shall be effective for the period beginning on September 1st of the next year of performance. All other terms and conditions of the Agreement shall remain in full force and effect. By way of example, the Parties agree that if the City of El Paso adopts Schedule C in August of 2025, and said Schedule C changes any rate for service covered by this Agreement, said rate change shall be effective beginning on September 1, 2025 through August 31, 2026. For each year that this Agreement will be automatically renewed, the City of El Paso shall notify the Town of Horizon City by August 1st of each year regarding proposed service rates set forth in Schedule C for the upcoming fiscal year. The Parties understand that any rate provided prior to the El Paso City Council's adoption of Schedule C is merely a guide which may or may not be changed once the El Paso City Council approves Schedule C which will contain the actual rate for service. If, prior to September 1st, the Town of Horizon City notifies the City of El Paso that the new rates are unacceptable, the Parties shall

negotiate the new rates for the upcoming fiscal year by September 30th. This deadline may be extended by agreement of the Parties.

5. **COMPENSATION.**

5.1 The Town of Horizon City agrees to pay the amount not to exceed Two Hundred Ten Thousand Five Hundred Fifty-Five Dollars and NO/100 ($ 210,555.00) for services rendered in accordance with this Agreement, excluding the services described in Section 4.1. Payments shall be made in equal quarterly installments, each in the amount of Fifty-Two Thousand Six Hundred Thirty-Eight Dollars 75/100 ($ 52,638.75) with the first payment becoming due and payable on the 1st day of September each year or within 10 days after the date that Town of Horizon City signs this Agreement, whichever is later. The quarterly installment described in this Section 5.1 does not include the services described in Section 4.1. The Cost Model attached hereto as Appendix A identifies the total cost of services offered by the City of El Paso to Town of Horizon City pursuant to this Agreement. The City shall update Appendix A every fiscal year.

5.2 The Parties acknowledge that the funds paid by the Town of Horizon City pursuant to Section 5.1 above may not be sufficient in the event of an unexpected occurrence such as an outbreak, epidemic (i.e. Zika, cholera), or intervention of emerging or new diseases or public health threats (chemical or biological) in the jurisdictional areas of Town of Horizon City. The Town of Horizon City shall name a person to serve as a point of contact to discuss these types of threats, their intervention, and any additional costs that the Town of Horizon City will need to pay to defray the resulting expenses. Such contact person shall be designated and disclosed to the City of El Paso.

6. **PAYMENTS PURSUANT TO THIS AGREEMENT**. Payments submitted under this Agreement shall be made payable to the City of El Paso, Attn: Comptroller, PO Box 1890, El Paso, TX 79950-1890. In addition to the compensation provided for herein, the City of El Paso shall receive all proceeds received from inspection and permit fees collected in the Town of Horizon City. Such fees, when set or revised by Town of Horizon City and to the extent allowed by law, shall be set in the same amounts as the fees for the identical services or charges as made by the

City of El Paso. All fees that Town of Horizon City collects for this purpose shall be paid to the City of El Paso on a quarterly basis, within thirty (30) days of the conclusion of the quarter. Town of Horizon City shall also provide the City of El Paso with a report indicating the amount of fees collected and the time period associated with such collection. In event that Town of Horizon City accrues an arrearage on payment, the City of El Paso Comptroller or any collection agency retained by the City to collect delinquent accounts may add a collection fee of 21% to the account receivable if owing to the City for more than sixty (60) days, pursuant to the El Paso City Code, Ordinance 14700.

7. **LAW GOVERNING CONTRACT.** The governing law for this Agreement shall be the laws of the State of Texas. The venue shall be in Town of Horizon City, Texas.

7.1 *Authority of the City of El Paso.* Town of Horizon City expressly agrees that the City of El Paso shall have authority to enforce all laws and ordinances applicable to those services covered in this Agreement, within the incorporated city limits and extraterritorial jurisdiction of Town of Horizon City, Texas. Town of Horizon City further agrees that, in the absence of any conflicting city ordinance, the City of El Paso shall have authority to enforce the laws of the State of Texas and the Town of Horizon City applicable to services covered in this Agreement, within the incorporated city limits and extraterritorial jurisdiction of Town of Horizon City, Texas. Town of Horizon City shall provide certified copies of all Town of Horizon City, Texas Ordinances affecting public health and environmental regulation upon execution of this Agreement and as requested by the City of El Paso, and to provide copies of all such newly-adopted or amended ordinance within 10 days after adoption or amendment. Copies of such ordinances shall be sent to the Director of the City of El Paso Department of Public Health, Director of the City of El Paso Department of Environmental Services, and to the Director of the City of El Paso Code Enforcement Department, as applicable.

7.2 *Privileges and Immunities.* All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City of El Paso when performing a function shall apply to such

officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement. Each Party reserves, and does not waive, its rights of sovereign immunity and rights under the Texas Tort Claims Act.

7.3 *Governmental Function.* The Parties expressly agree that, in all things relating to this Agreement, the City of El Paso is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the City of El Paso, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.

7.4 *Exclusion of Incidental and Consequential Damages.* Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CITY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

7.5 *Intentional Risk Allocation.* Each of the Parties acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the Parties.

8. **HHS PRIVACY REGULATIONS.** The Health Insurance Portability and Accountability Act (HIPAA) *Standards for Privacy of Individually Identifiable Health Information* (Privacy Rule). See 45 CFR Part 160 and Subparts A and E of Part 164, requires that the City of El Paso

offer assurances to Town of Horizon City that the City of El Paso will safeguard any protected health information received or created on behalf of Town of Horizon City. Pursuant to this requirement, the Parties further agree to the terms and conditions of the standard HIPAA Business Associate Agreement set forth in Appendix B and incorporated herein as if fully set forth.

Town of Horizon City continues its authorization for the City of El Paso to possess and maintain any protected health information received or created on behalf of Town of Horizon City and previously possessed or maintained by the El Paso City-County Health and Environmental District, in accordance with the terms of the standard Business Associate Agreement set forth in Appendix B.

9. **TERMINATION.** This Agreement may be terminated in whole or in part by either Party upon sixty days written notice to the other Party at the following addresses, or at a new address as provided in writing to the nonmoving Party by a Party which has moved its physical location within thirty (30) days of said relocation without the necessity of amending this contract:

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

TOWN OF HORIZON CITY: Town of Horizon City
Attn: Mayor Andres Renteria
14999 Darrington Rd.
Horizon City, Texas, 79928

All payments by Town of Horizon City under this Agreement are payable only out of current Town of Horizon City revenues. In the event that funds relating to this Agreement do not become available, such as by Town of Horizon City, City Council not appropriating the funds, Town of Horizon City shall have no future obligation to pay or perform any future services related herein to the City of El Paso for Town of Horizon City's fiscal year during which time such funding is not available or appropriated; however, all services that have been provided by the City of El Paso shall be paid in accordance with Sections 5 and 6 of this Agreement. Should Town of Horizon City experience a funding unavailability related to the services described in this Agreement, Town of Horizon City shall immediately provide written notification to the City of El Paso of such case and either Party may choose to terminate the Agreement subject to this Section 9. In the event that

Town of Horizon City notifies the City of El Paso that Town of Horizon City is experiencing a funding unavailability related to this Agreement, the City of El Paso shall immediately cease providing the services described in this Agreement to Town of Horizon City except as required by related grant funding requirements to which the City of El Paso must adhere.

10. **INDEPENDENT CONTRACTORS.** The City of El Paso and Town of Horizon City are independent legal entities. Except to the extent required by section 437.009 of the Health and Safety Code, nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City of El Paso nor Town of Horizon City nor any of their respective agents or employees shall control or have any right to control the activities of the other Party in carrying out the terms of this Agreement.

11. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. 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.

12. **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.

13. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties hereto. The Parties reserve the right to amend this Agreement in the event either Party should experience an unforeseen, significant impact to their respective budget allocated for the services addressed in this Agreement.

(*Signature pages follow*)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for the City of El Paso, Interlocal Agreement between the City of El Paso and Town of Horizon City.

APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

Veerinder Taneja, Director
Department of Public Health

APPROVED AS TO FORM:

Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:

Nicholas Ybarra, Director
Environmental Services Department

APPROVED AS TO FORM:

Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Steve Alvarado, Director
Code Enforcement

(*Signatures continue on the following page*)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for Town of Horizon City, Interlocal Agreement between the City of El Paso and Town of Horizon City.

APPROVED this 14th **day of** April, **2026.**

TOWN OF HORIZON CITY:

Andres Renteria
Mayor, Town of Horizon City

ATTEST:

Printed Name: Elvia Schuller
City Clerk, Town of Horizon City

APPROVED AS TO FORM:

Printed Name: Sylvia Borunda Firth
Attorney, Town of Horizon City

APPENDIX A

	Municipality								
Program	**El Paso**	**Anthony**	**Clint**	**Horizon**	**Socorro**	**Vinton**	**County**	**San Elizario**	**Total Operational Cost**
Administration	**$ 6,115,219.00**	**$ 33,071.00**	**$ 8,315.00**	**$ 202,596.00**	**$ 309,051.00**	**$ 24,179.00**	**$ 1,014,853.00**	**$ 91,132.00**	**$ 7,798,416.00**
Administration (GF)	$ 3,347,159.00	$ 18,101.00	$ 4,551.00	$ 110,891.00	$ 169,159.00	$ 13,234.00	$ 555,479.00	$ 49,881.00	$ 4,268,455.00
Administration Support Services(GF)	$ 2,768,060.00	$ 14,970.00	$ 3,764.00	$ 91,705.00	$ 139,892.00	$ 10,945.00	$ 459,374.00	$ 41,251.00	$ 3,529,961.00
Percent of Total Cost	78.42%	0.42%	0.11%	2.60%	3.96%	0.31%	13.01%	1.17%	100.00%
Population	678,815	3,671	923	22,489	34,306	2,684	112,653	10,116	865,657
ESD Grand Total	**$ 240,237.00**	**$ 1,299.00**	**$ 327.00**	**$ 7,959.00**	**$ 12,141.00**	**$ 950.00**	**$ 39,869.00**	**$ 3,580.00**	**$ 306,362.00**
Air Quality (per capita)	$ 240,237.00	$ 1,299.00	$ 327.00	$ 7,959.00	$ 12,141.00	$ 950.00	$ 39,869.00	$ 3,580.00	$ 306,362.00
Code Enforcement Grand Total	**$ 886,980.00**	**$ 4,797.00**	**$ -**	**$ -**	**$ 44,826.00**	**$ 3,507.00**	**$ 147,199.00**	**$ 13,218.00**	**$ 1,100,527.00**
Food Inspections	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Vector Control	$ 886,980.00	$ 4,797.00	$ -	$ -	$ 44,826.00	$ 3,507.00	$ 147,199.00	$ 13,218.00	$ 1,100,527.00
GRAND TOTAL	**$ 7,242,436.00**	**$ 39,167.00**	**$ 8,642.00**	**$ 210,555.00**	**$ 366,018.00**	**$ 28,636.00**	**$ 1,201,921.00**	**$ 107,930.00**	**$ 9,205,305.00**
PREVIOUS FEE	$ 7,600,768.00	$ 41,103.00	$ 9,081.00	$ 221,749.00	$ 390,588.00	$ 30,052.00	$ 1,258,750.00	$ 113,346.00	$ 9,665,439.00
Variance FY2026	$ (358,332.00)	$ (1,936.00)	$ (439.00)	$ (11,194.00)	$ (24,570.00)	$ (1,416.00)	$ (56,829.00)	$ (5,416.00)	$ (460,134.00)
% Change	-4.71%	-4.71%	-4.83%	-5.05%	-6.29%	-4.71%	-4.51%	-4.78%	-4.76%

APPENDIX B

STATE OF TEXAS)
)
COUNTY OF EL PASO)

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is entered into on _____, 2026, by the CITY OF EL PASO, TEXAS through the Department of Public Health (CITY), as the Covered Entity, and the Town of Horizon, (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 (Party) or collectively as (Parties).

RECITALS

WHEREAS, CITY has engaged BUSINESS ASSOCIATE to perform services or provide goods, or both; and

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; and

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 (l)(h) to this Section.

    a. **Agreement** shall refer to this document.

    b. **Business Associate** means the Town of Horizon.

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" as 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(e)(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(e)(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 Us or Disclosure.** BUSINESS ASSOCIATE hereby agrees that it shall report to CITY **within**

five (5) days of discovery any use or disclosure of Information not provided for or allowed by this Agreement. (ref 45 C.F.R. 164.504€(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)(l)(ii) and 164.308(b)(2). In accordance with 45 C.F.R. 164.502(e)(I)(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(e)(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 so long as the information is maintained in a designated record set 45 CFR 164.526

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(±)).

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)(l)).

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 Ethe "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 upon execution of the Interlocal Agreement, and shall terminate concurrently following the termination of the Interlocal Agreement or 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, BUSINES 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 seek 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. Removed.

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.

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

COPY TO: City of El Paso
Department of Public Health
Attn: Director
5115 El Paso Drive
El Paso, TX 79905

BUSINESS ASSOCIATE: Town of Horizon
Attn: Andres Renteria
14999 Darrington Rd.
Horizon City, TX 79928

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.

RESOLUTION

TOWN OF HORIZON CITY

That the Mayor be authorized to sign the Interlocal Agreement between the Town of Horizon City and the City of El Paso by which the City of El Paso will provide specified services to provide for the health and general welfare of the citizens of the Town of Horizon City for FY 2026 in consideration for payment in the amount of $210,555.00.

Passed and approved the 14th day of April 2026

TOWN OF HORIZON CITY

By: _____
Andres Rentería, Mayor

ATTEST:

By: _____
Elvia Schuller, TRMCP

MUNICIPAL SEAL
TOWN OF HORIZON CITY, TEXAS

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
City Attorney

File #: 26-0666, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Public Health, Veerinder Taneja, (915) 212-6500
Public Health, Sara Cera, (915) 212-6503

AGENDA LANGUAGE:

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

A Resolution that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and Town of Clint, Texas, for a term of one year and will automatically renew for a term of one year, each year for the provision of public health, code enforcement and environmental services by the City of El Paso to Town of Clint, for which Town of Clint shall pay to the City of El Paso an annual amount of EIGHT THOUSAND SIX HUNDRED FORTY-TWO DOLLARS AND NO/100 ($8,642.00)

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Public Health

AGENDA DATE: 6/9/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Veerinder Taneja **PHONE NUMBER:** 915-212-6500

2nd CONTACT PERSON NAME: Sara Cera **PHONE NUMBER:** 915-212-6503

DISTRICT(S) AFFECTED: ALL

AGENDA ITEM:

A Resolution that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and Town of Clint, Texas, for a term of one year and will automatically renew for a term of one year, each year for the provision of public health, code enforcement and environmental services by the City of El Paso to Town of Clint, for which Town of Clint shall pay to the City of El Paso an annual amount of EIGHT THOUSAND SIX HUNDRED FORTY-TWO DOLLARS AND NO/100 ($8,642.00)

ISSUE STATEMENT:

This is the Interlocal Agreement approved each year between the City of El Paso (Includes the Department of Health, Environmental Services Department and Code Enforcement Department) and Clint, Texas allowing the City to provide services to Clint, Texas for a yearly fee.

BACKGROUND:

This Interlocal has been entered into annually to provide services to municipalities outside of the City but within the County of El Paso. This new agreement has been set to auto-renew, so we will not need to create and approve a new agreement annually going forward.

COUNCIL OPTIONS:

1. Approve th Resolution- Motion “I make a motion to approve Resolution No. 1.””
2. Direct staff to make changes – MOTION: “I make a motion to direct staff to make changes to the resolution, as noted, and bring back for Council review.”

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

N/A

RELATED CITY POLICIES:

This requested Agreement supports
#8 NURTURE AND PROMOTE A HEALTHY AND SUSTAINABLE COMMUNITY
8.1 DELIVER PREVENTION, INTERVENTION AND MOBILIZATION SERVICES TO PROMOTE A HEALTHY, PRODUCTIVE AND SAFE COMMUNITY

PRIOR COUNCIL ACTION:

City Council has approved this Interlocal Agreement annually.

LEGAL REVIEW:

☐ *Legal counsel reviewed as a part of Council packet*

☑ *Legal counsel reviewed in advance of packet as an individual item*

AMOUNT AND SOURCE OF FUNDING:

The services provided by the City are funded by the annual fee paid by the municipalities.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

A. Summary Form
B. Resolution
C. Agreement

FOR MORE INFORMATION:

Raymond Lucero 915-212-6502 LuceroRL@elpasotexas.gov

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

SIGNATURE: Veerinder Taneja

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

RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and Town of Clint, Texas, for a term of one year and will automatically renew for a term of one year, each year for the provision of public health, code enforcement and environmental services by the City of El Paso to Town of Clint, for which Town of Clint shall pay to the City of El Paso an annual amount of EIGHT THOUSAND SIX HUNDRED FORTY-TWO DOLLARS AND NO/100 ($8,642.00)

APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Veerinder Taneja, Director
Department of Public Health

APPROVED AS TO FORM:

_____
Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, Director
Environmental Services Department

APPROVED AS TO FORM:

_____
Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Steve Alvarado, Director
Code Enforcement

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into on the last listed approved date below between the CITY OF EL PASO, TEXAS ("City of El Paso", "Party") and Town of Clint, TEXAS ("Town of Clint", "Party"), and collectively known as ("Parties"), by and through its duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

WHEREAS, the City of El Paso and Town of Clint are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, this Agreement is for interlocal cooperation for the City of El Paso to provide certain services to Town of Clint and is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

WHEREAS, Town of Clint desires to have the City of El Paso's appointed health authority serve as Town of Clint's health authority; and

WHEREAS, Town of Clint will make available and/or transfer to the City of El Paso certain information, in conjunction with goods or services that are being provided by the City of El Paso to Town of Clint, which is confidential and must be afforded special treatment and protection; and

WHEREAS, the City of El Paso will also have access to and/or receive from Town of Clint certain information that can be used or disclosed only in accordance with this Agreement, the Texas Medical Records Privacy Act and the HHS Privacy Regulations; and

WHEREAS, the City of El Paso will include Town of Clint in public health research projects, to examine health conditions in Town of Clint, when funded by the State of Texas or the federal government and when research protocols are indicated for areas beyond the urban borders of the City of El Paso.

FOR THESE REASONS, and in consideration of the mutual promises contained in this Agreement, Town of Clint and the City of El Paso mutually agree as follows:

1. **SCOPE OF SERVICES.**

1.1 The City of El Paso shall perform the following services by and through its Department of Public Health, Department of Environmental Services, and Code Enforcement Department under the terms and conditions hereinafter stated, and Town of Clint hereby accepts and agrees to the following terms and conditions:

1.1.1 The City of El Paso will issue permits and provide inspection services of food establishments at a frequency and in accordance with recommended protocols as established by the Texas Department of State Health Services (DSHS). The City of El Paso will provide enforcement of applicable State laws and regulations as appropriate to help reduce the risk of foodborne illnesses in said establishments. Appropriate and customary fees will be charged to the establishments, as permitted by law.

1.1.1.1 The City of El Paso will provide food handler and food manager training in accordance with the Texas Food Establishment Rules found at 25 TAC 228.

1.1.2 The City of El Paso will provide public health related complaint investigation/enforcement services as determined to be appropriate by City of El Paso staff for those conditions that violate the Texas Health and Safety Code and applicable Town of Clint ordinances.

1.1.3 The City of El Paso will provide communicable disease investigation services for the purpose of tracking communicable diseases and helping to reduce transmission in accordance with appropriate epidemiological intervention. Services will be provided in a manner and at a frequency that is consistent with standard public health practices.

1.1.4 The City of El Paso will provide immunization services to residents of Town of Clint to include but not be limited to adult, adolescent and childhood immunizations as recommended by the Texas DSHS. Appropriate and customary fees will be charged to those receiving these services.

1.1.5 The City of El Paso will provide tuberculosis and sexually transmitted disease control services to residents of Town of Clint. Services may include testing, treatment and investigation of contacts, as appropriate. Appropriate and customary fees will be charged to those receiving these services.

1.1.6 The City of El Paso will provide Women, Infants and Children (WIC) Nutrition services to residents of Town of Clint in accordance with Texas DSHS requirements. Services may include medical health assessment, nutrition, breast-feeding promotion, social service referral, and food benefit issuances, as appropriate.

1.1.7 The City of El Paso will provide pediatric dental services to residents living in Town of Clint in accordance with Texas Title V requirements and in accordance with Texas Medicaid waiver guidelines.

1.1.8 The City of El Paso will provide informational programs including but not limited to injury prevention, asthma, diabetes, abstinence, maturation/puberty, and tobacco use prevention. These services are generally provided to Town of Clint's residents at local school facilities through the City of El Paso's Health Education Program.

1.1.9 The City of El Paso will NOT provide mosquito control services, including but not limited to, collecting and identifying mosquito species, larviciding, adulticiding, providing enforcement of violations that create mosquito harborage as appropriate, tracking of vector-borne disease, and educating the public regarding disease prevention strategies.

1.1.10 The City of El Paso will include the jurisdictional areas of Town of Clint within its programs and services for the purpose of the enhancement of the air quality, to include but not be limited to, routine ambient air monitoring, analysis of gasoline samples to ensure compliance with oxygen content, and investigation and enforcement of air-related nuisances and other requirements as set forth by the Texas Commission on Environmental Quality and/or the United States Environmental Protection Agency as appropriate.

1.2 The City of El Paso agrees that in accordance with the provisions of any and all grants from federal and state agencies that are awarded on a county-wide basis, the City of El Paso will provide services in the jurisdictional areas of the Town of Clint as required under these grant provisions. Provided, however, nothing in this Agreement shall obligate the City of El Paso to perform services if the grant funds relating to a particular grant are not currently being paid to the City of El Paso, and, in any such instances, the City of El Paso shall give written notice to Town of Clint that the City of El Paso is not providing the particular services for the reason that it has not received funding under the applicable grant.

1.3 To the extent allowed by law, Town of Clint agrees to pass all ordinances and resolutions necessary to give the City of El Paso and City of El Paso personnel jurisdiction to provide public health, environmental, and code enforcement functions in Town of Clint pursuant to the terms of this Agreement, including its extraterritorial jurisdiction, if any, where the providing of public health and other services is authorized by law, and including the power to issue citations and notices of violations for violations of any ordinances pertaining to the protection of the public health and that pertain to services the City of El Paso agrees to render in accordance with the terms of this Agreement.

1.4 The City of El Paso agrees that it will file citations, complaints and violations occurring within the territorial limits of Town of Clint through Town of Clint Municipal Court. It is agreed that the appropriate personnel from the City of El Paso will be administratively directed to be present at such times as court sessions are set and cases involving the City of El Paso are on the court's docket, without the necessity for the issuance of a subpoena. Town of Clint Municipal Court will provide reasonable notice of any case settings to the City of El Paso.

1.5 The City of El Paso will provide necessary training for employees utilized in providing services under this Agreement, as may be required by law or determined to be appropriate by the City of El Paso, and shall require all such personnel to maintain all required licenses and certifications in accordance with State and Federal laws.

1.6 Nothing within the terms of this Agreement shall require the City of El Paso to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.

1.7 The City of El Paso agrees that it will keep accurate records of all services provided to Town of Clint pursuant to this Agreement as part of its routine data collection processes and shall report such activities in its standardized records format to Town of Clint officials, as requested. However, the City of El Paso will not be required to furnish copies of any reports that are maintained on the City of El Paso's website and available to Town of Clint from the website.

1.8 On or before July 31st of every year, the City of El Paso shall provide to Town of Clint an initial projection based on the City Manager's filed proposed budget of Town of Clint's potential costs for a new Interlocal Agreement that, if agreed upon, would be effective September 1st of that year. The provision of this initial projection of potential costs will be used solely for the purposes of facilitating the budgeting process for the Town of Clint for its yearly budget.

1.9 It is understood and agreed between the Parties that any portion of this Agreement providing for the delivery of public health services for which Town of Clint does not grant legal authority shall be null and void and of no force and effect, and the City of El Paso shall not be obligated to provide those services.

2. **LOCATION OF PERFORMANCE.** The place where most services are to be performed is in Town of Clint, Texas, and any extraterritorial jurisdiction thereof where the City of El Paso may lawfully provide public health and environmental services as delegated and authorized under this Interlocal Agreement (jurisdictional areas of Town of Clint). Certain health services involving medical testing, treatment and laboratory analysis shall be performed at City Department of Public Health locations within the City of El Paso.

3. **APPOINTMENT OF HEALTH AUTHORITY**. The Parties agree that the individual appointed to serve as health authority for the City of El Paso will serve as the health authority for Town of Clint, in accordance with Section 121.028(c), Texas Health and Safety Code.

4. **TIMES OF PERFORMANCE.** The City of El Paso shall commence the provision of its services on the 1st day of September of every year, and shall terminate on the 31st day of August

of every year, during the term of the Agreement, regardless of the date of execution of this Agreement.

4.1 This Agreement will be for a term of one year and will automatically renew for a term of one year, each year, unless the Parties execute a new agreement by August 31st for the next year of performance or unless either Party terminates this Agreement within 30 days after the beginning of the next fiscal year. If the Agreement is automatically renewed, the rate for service shall be as set forth in Schedule C of the annual budget as approved by City Council for the respective fiscal year as well as in Appendix A. The City shall update Appendix A every fiscal year. Any change to the rate for service reflected by the City of El Paso's Schedule C, Appendix A shall be effective for the period beginning on September 1st of the next year of performance. All other terms and conditions of the Agreement shall remain in full force and effect. By way of example, the Parties agree that if the City of El Paso adopts Schedule C in August of 2025, and said Schedule C changes any rate for service covered by this Agreement, said rate change shall be effective beginning on September 1, 2025 through August 31, 2026. For each year that this Agreement will be automatically renewed, the City of El Paso shall notify the Town of Clint by August 1st of each year regarding proposed service rates set forth in Schedule C for the upcoming fiscal year. The Parties understand that any rate provided prior to the El Paso City Council's adoption of Schedule C is merely a guide which may or may not be changed once the El Paso City Council approves Schedule C which will contain the actual rate for service. If, prior to September 1st, the Town of Clint notifies the City of El Paso that the new rates are unacceptable, the Parties shall negotiate the new rates for the upcoming fiscal year by September 30th. This deadline may be extended by agreement of the Parties.

5. **COMPENSATION.**

5.1 The Town of Clint agrees to pay the amount not to exceed Eight Thousand Six Hundred Forty-Two Dollars and NO/100 ($ 8642.00) for services rendered in accordance with this Agreement, excluding the services described in Section 4.1.

Payments shall be made in equal quarterly installments, each in the amount of Two Thousand One Hundred Sixty Dollars and 50/100 ($ 2,160.50) with the first payment becoming due and payable on the 1st day of September each year or within 10 days after the date that Town of Clint signs this Agreement, whichever is later. The quarterly installment described in this Section 5.1 does not include the services described in Section 4.1. The Cost Model attached hereto as Appendix A identifies the total cost of services offered by the City of El Paso to Town of Clint pursuant to this Agreement. The City shall update Appendix A every fiscal year.

5.2 The Parties acknowledge that the funds paid by the Town of Clint pursuant to Section 5.1 above may not be sufficient in the event of an unexpected occurrence such as an outbreak, epidemic (i.e. Zika, cholera), or intervention of emerging or new diseases or public health threats (chemical or biological) in the jurisdictional areas of Town of Clint. The Town of Clint shall name a person to serve as a point of contact to discuss these types of threats, their intervention, and any additional costs that the Town of Clint will need to pay to defray the resulting expenses. Such contact person shall be designated and disclosed to the City of El Paso.

6. **PAYMENTS PURSUANT TO THIS AGREEMENT**. Payments submitted under this Agreement shall be made payable to the City of El Paso, Attn: Comptroller, PO Box 1890, El Paso, TX 79950-1890. In addition to the compensation provided for herein, the City of El Paso shall receive all proceeds received from inspection and permit fees collected in the Town of Clint. Such fees, when set or revised by Town of Clint and to the extent allowed by law, shall be set in the same amounts as the fees for the identical services or charges as made by the City of El Paso. All fees that Town of Clint collects for this purpose shall be paid to the City of El Paso on a quarterly basis, within thirty (30) days of the conclusion of the quarter. Town of Clint shall also provide the City of El Paso with a report indicating the amount of fees collected and the time period associated with such collection. In event that Town of Clint accrues an arrearage on payment, the City of El Paso Comptroller or any collection agency retained by the City to collect delinquent accounts may add a collection fee of 21% to the account receivable if owing to the City for more than sixty (60) days, pursuant to the El Paso City Code, Ordinance 14700.

7. **LAW GOVERNING CONTRACT.** The governing law for this Agreement shall be the laws of the State of Texas. The venue shall be in Town of Clint, Texas.

7.1 *Authority of the City of El Paso.* Town of Clint expressly agrees that the City of El Paso shall have authority to enforce all laws and ordinances applicable to those services covered in this Agreement, within the incorporated city limits and extraterritorial jurisdiction of Town of Clint, Texas. Town of Clint further agrees that, in the absence of any conflicting city ordinance, the City of El Paso shall have authority to enforce the laws of the State of Texas and the Town of Clint applicable to services covered in this Agreement, within the incorporated city limits and extraterritorial jurisdiction of Town of Clint, Texas. Town of Clint shall provide certified copies of all Town of Clint, Texas Ordinances affecting public health and environmental regulation upon execution of this Agreement and as requested by the City of El Paso, and to provide copies of all such newly-adopted or amended ordinance within 10 days after adoption or amendment. Copies of such ordinances shall be sent to the Director of the City of El Paso Department of Public Health, Director of the City of El Paso Department of Environmental Services, and to the Director of the City of El Paso Code Enforcement Department, as applicable.

7.2 *Privileges and Immunities.* All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City of El Paso when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement. Each Party reserves, and does not waive, its rights of sovereign immunity and rights under the Texas Tort Claims Act.

7.3 *Governmental Function.* The Parties expressly agree that, in all things relating to this Agreement, the City of El Paso is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the City of El Paso, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.

7.4 *Exclusion of Incidental and Consequential Damages.* Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CITY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

7.5 *Intentional Risk Allocation.* Each of the Parties acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the Parties.

8. **HHS PRIVACY REGULATIONS.** The Health Insurance Portability and Accountability Act (HIPAA) *Standards for Privacy of Individually Identifiable Health Information* (Privacy Rule). See 45 CFR Part 160 and Subparts A and E of Part 164, requires that the City of El Paso offer assurances to Town of Clint that the City of El Paso will safeguard any protected health information received or created on behalf of Town of Clint. Pursuant to this requirement, the Parties further agree to the terms and conditions of the standard HIPAA Business Associate Agreement set forth in Appendix B and incorporated herein as if fully set forth.

Town of Clint continues its authorization for the City of El Paso to possess and maintain any protected health information received or created on behalf of Town of Clint and previously possessed or maintained by the El Paso City-County Health and Environmental District, in accordance with the terms of the standard Business Associate Agreement set forth in Appendix B.

9. **TERMINATION.** This Agreement may be terminated in whole or in part by either Party upon sixty days written notice to the other Party at the following addresses, or at a new address as provided in writing to the nonmoving Party by a Party which has moved its physical location within thirty (30) days of said relocation without the necessity of amending this contract:

CITY OF EL PASO:	City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890
TOWN OF CLINT:	Town of Clint Attn: Mayor Ramon Cano 200 San Elizario Rd. Clint, Texas, 79836

All payments by Town of Clint under this Agreement are payable only out of current Town of Clint revenues. In the event that funds relating to this Agreement do not become available, such as by Town of Clint City Council not appropriating the funds, Town of Clint shall have no future obligation to pay or perform any future services related herein to the City of El Paso for Town of Clint's fiscal year during which time such funding is not available or appropriated; however, all services that have been provided by the City of El Paso shall be paid in accordance with Sections 5 and 6 of this Agreement. Should Town of Clint experience a funding unavailability related to the services described in this Agreement, Town of Clint shall immediately provide written notification to the City of El Paso of such case and either Party may choose to terminate the Agreement subject to this Section 9. In the event that Town of Clint notifies the City of El Paso that Town of Clint is experiencing a funding unavailability related to this Agreement, the City of El Paso shall immediately cease providing the services described in this Agreement to Town of Clint except as required by related grant funding requirements to which the City of El Paso must adhere.

10. **INDEPENDENT CONTRACTORS.** The City of El Paso and Town of Clint are independent legal entities. Except to the extent required by section 437.009 of the Health and Safety Code, nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement.

Neither the City of El Paso nor Town of Clint nor any of their respective agents or employees shall control or have any right to control the activities of the other Party in carrying out the terms of this Agreement.

11. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. 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.

12. **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.

13. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties hereto. The Parties reserve the right to amend this Agreement in the event either Party should experience an unforeseen, significant impact to their respective budget allocated for the services addressed in this Agreement.

(*Signature pages follow*)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for the City of El Paso, Interlocal Agreement between the City of El Paso and Town of Clint.

APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

Veerinder Taneja, Director
Department of Public Health

APPROVED AS TO FORM:

Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:

Nicolas Ybarra, Director
Environmental Services Department

APPROVED AS TO FORM:

Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Steve Alvarado, Director
Code Enforcement

(*Signatures continue on the following page*)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for Town of Clint, Interlocal Agreement between the City of El Paso and Town of Clint.

APPROVED this 16th **day of** March, **2026.**

TOWN OF CLINT:

Ramon Cano
Mayor, Town of Clint

ATTEST:

Printed Name: Susie Rodriguez
City Clerk, Town of Clint

APPROVED AS TO FORM:

Printed Name: Sylvia Brenda Firth
Attorney, Town of Clint

APPENDIX A

Program	Municipality								
	El Paso	Anthony	Clint	Horizon	Socorro	Vinton	County	San Elizario	Total Operational Cost
Administration	$ 6,115,219.00	$ 33,071.00	$ 8,315.00	$ 202,596.00	$ 309,051.00	$ 24,179.00	$ 1,014,853.00	$ 91,132.00	$ 7,798,416.00
Administration (GF)	$ 3,347,159.00	$ 18,101.00	$ 4,551.00	$ 110,891.00	$ 169,159.00	$ 13,234.00	$ 555,479.00	$ 49,881.00	$ 4,268,455.00
Administration Support Services(GF)	$ 2,768,060.00	$ 14,970.00	$ 3,764.00	$ 91,705.00	$ 139,892.00	$ 10,945.00	$ 459,374.00	$ 41,251.00	$ 3,529,961.00
Percent of Total Cost	78.42%	0.42%	0.11%	2.60%	3.96%	0.31%	13.01%	1.17%	100.00%
Population	678,815	3,671	923	22,489	34,306	2,684	112,653	10,116	865,657
ESD Grand Total	$ 240,237.00	$ 1,299.00	$ 327.00	$ 7,959.00	$ 12,141.00	$ 950.00	$ 39,869.00	$ 3,580.00	$ 306,362.00
Air Quality (per capita)	$ 240,237.00	$ 1,299.00	$ 327.00	$ 7,959.00	$ 12,141.00	$ 950.00	$ 39,869.00	$ 3,580.00	$ 306,362.00
Code Enforcement Grand Total	$ 886,980.00	$ 4,797.00	$ -	$ -	$ 44,826.00	$ 3,507.00	$ 147,199.00	$ 13,218.00	$ 1,100,527.00
Food Inspections	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Vector Control	$ 886,980.00	$ 4,797.00	$ -	$ -	$ 44,826.00	$ 3,507.00	$ 147,199.00	$ 13,218.00	$ 1,100,527.00
GRAND TOTAL	$ 7,242,436.00	$ 39,167.00	$ 8,642.00	$ 210,555.00	$ 366,018.00	$ 28,636.00	$ 1,201,921.00	$ 107,930.00	$ 9,205,305.00
PREVIOUS FEE	$ 7,600,768.00	$ 41,103.00	$ 9,081.00	$ 221,749.00	$ 390,588.00	$ 30,052.00	$ 1,258,750.00	$ 113,346.00	$ 9,665,439.00
Variance FY2026	$ (358,332.00)	$ (1,936.00)	$ (439.00)	$ (11,194.00)	$ (24,570.00)	$ (1,416.00)	$ (56,829.00)	$ (5,416.00)	$ (460,134.00)
% Change	-4.71%	-4.71%	-4.83%	-5.05%	-6.29%	-4.71%	-4.51%	-4.78%	-4.76%

APPENDIX B

STATE OF TEXAS)
)
COUNTY OF EL PASO)

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is entered into on _____, 2026, by the CITY OF EL PASO, TEXAS through the Department of Public Health (CITY), as the Covered Entity, and the Town of Clint, (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 (Party) or collectively as (Parties).

RECITALS

WHEREAS, CITY has engaged BUSINESS ASSOCIATE to perform services or provide goods, or both; and

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; and

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 (l)(h) to this Section.

   a. **Agreement** shall refer to this document.

   b. **Business Associate** means the Town of Clint.

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" as 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(e)(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(e)(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 Us or Disclosure.** BUSINESS ASSOCIATE hereby agrees that it shall report to CITY **within**

five (5) days of discovery any use or disclosure of Information not provided for or allowed by this Agreement. (ref 45 C.F.R. 164.504€(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)(l)(ii) and 164.308(b)(2). In accordance with 45 C.F.R. 164.502(e)(I)(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(e)(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 so long as the information is maintained in a designated record set 45 CFR 164.526

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(±)).

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)(l)).

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 Ethe "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 upon execution of the Interlocal Agreement, and shall terminate concurrently following the termination of the Interlocal Agreement or 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, BUSINES 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 seek 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. Removed.

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.

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

COPY TO: City of El Paso
Department of Public Health
Attn: Director
5115 El Paso Drive
El Paso, TX 79905

BUSINESS ASSOCIATE: Town of Clint
Attn: Mayor Ramon Cano
200 San Elizario Rd.
Clint, Tx 79836

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.

TOWN OF CLINT, TEXAS

RESOLUTION

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CLINT, TEXAS, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF EL PASO AND THE TOWN OF CLINT, TEXAS FOR PUBLIC HEALTH SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE INTERLOCAL AGREEMENT; PROVIDING FOR FINDINGS OF FACT; REPEALER; SEVERABILITY; AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

RECITALS

WHEREAS, the Town Council of the Town of Clint, Texas (the "Town") recognizes the necessity of providing health services to its citizens;

WHEREAS, the Town desires to enter into an Interlocal Agreement ("ILA") with the City of El Paso to provide public health services for the community;

WHEREAS, the Town and the City of El Paso are authorized to enter into the ILA pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791;

WHEREAS, the Town finds that entering the ILA with the City of El Paso is in the best interest of the City and its residents; and

WHEREAS, the Town Council is authorized to adopt this Resolution under Section 51.012 of the Texas Local Government Code, as it is necessary for the government, interest, welfare, or good order of the municipality.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CLINT, TEXAS AS FOLLOWS:

Section 1. The foregoing recitals and findings are found true and correct and incorporated fully herein.

Section 2. The ILA between the City of El Paso and the Town of Clint for public health services, attached hereto as **Exhibit A**, is hereby approved.

Section 3. The Mayor is authorized to execute the ILA on behalf of the City.

Section 4. All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict,

and the provisions of this Resolution shall be and remain controlling as to the matters regulated, herein.

Section 5. Should any of the clauses, sentences, paragraphs, sections or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.

Section 6. This Resolution shall be effective immediately upon passage.

Section 7. It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

EXHIBIT A: Interlocal Agreement with the City of El Paso for Health Services.

PASSED AND APPROVED this 16th day of March, 2026, by a vote of 5 ayes to 0 nays to 0 abstentions of the Town Council of the Town of Clint, Texas.

TOWN OF CLINT

By: _____
Ramon Cano, Mayor

ATTEST:

By: _____
Susie Rodriguez, Town Clerk

APPROVED AS TO FORM:

By: _____
Desiree Duarte, City Attorney

EXHIBIT A
Interlocal Agreement

File #: 26-0671, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Public Health, Veerinder Taneja, (915) 212-6500
Public Health, Sara Cera, (915) 212-6503

AGENDA LANGUAGE:

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

A Resolution that the City Council approves the appointment of Hector I. Ocaranza, M.D., as the local health authority for a two-year term, pursuant to Section 121.033 of the Texas Health and Safety Code, and delegates the authority to City Manager to sign the Certificate of Authority for a Health Authority and all related agreements and forms required by the Department of State Health Services of the State of Texas.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Public Health

AGENDA DATE: 6/9/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Veerinder Taneja **PHONE NUMBER:** 915-212-6500

2nd CONTACT PERSON NAME: Sara Cera **PHONE NUMBER:** 915-212-6503

DISTRICT(S) AFFECTED: District 3

AGENDA ITEM:

A Resolution that the City Council approves the appointment of Hector I. Ocaranza, M.D., as the local health authority for a two-year term, pursuant to Section 121.033 of the Texas Health and Safety Code, and delegates the authority to City Manager to sign the Certificate of Authority for a Health Authority and all related agreements and forms required by the Department of State Health Services of the State of Texas. The total compensation of the health authority is set at $75,000.00 per year for services rendered for that two-year term, except that in the event

ISSUE STATEMENT:

This contract will re-appoint Dr. Hector I. Ocaranza as Health Authority for a term of two years starting on August 5th, 2026.

BACKGROUND:

A new contract for the appointment of the Health Authority is executed every two years.

COUNCIL OPTIONS:

1. Approve th Resolution- Motion “I make a motion to approve Resolution No. 1.””
2. Direct staff to make changes – MOTION: “I make a motion to direct staff to make changes to the resolution, as noted, and bring back for Council review.”

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

N/A

RELATED CITY POLICIES:

This requested Agreement supports
#8 NURTURE AND PROMOTE A HEALTHY AND SUSTAINABLE COMMUNITY
8.1 DELIVER PREVENTION, INTERVENTION AND MOBILIZATION SERVICES TO PROMOTE A HEALTHY, PRODUCTIVE AND SAFE COMMUNITY

PRIOR COUNCIL ACTION:

This contract has been approved before by council, normally every two years.

LEGAL REVIEW:

☐ *Legal counsel reviewed as a part of Council packet*

☑ *Legal counsel reviewed in advance of packet as an individual item*

AMOUNT AND SOURCE OF FUNDING:

The Health Authority position is budgeted and is funded by Department of Public Health General Funds.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

A. Summary Form
B. Resolution
C. Agreement

FOR MORE INFORMATION:

Raymond Lucero 915-212-6502 LuceroRL@elpasotexas.gov

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

SIGNATURE: Veerinder Taneja

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

RESOLUTION

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

That the City Council approves the appointment of Hector I. Ocaranza, M.D., as the local health authority for a two-year term, pursuant to Section 121.033 of the Texas Health and Safety Code, and delegates the authority to City Manager to sign the Certificate of Authority for a Health Authority and all related agreements and forms required by the Department of State Health Services of the State of Texas. The total compensation of the health authority is set at $75,000.00 per year for services rendered for that two-year term, except that in the event the World Health Organization declares a pandemic, and the El Paso City/County EP-PIA and Basic Plan are activated, compensation shall be set at a rate of $10,000.00 every two weeks until such time as the Basic Plan and/or EP-PIA are deactivated.

APPROVED this _____day of _____, 2026.

THE CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

Veerinder Taneja, Director
Department of Public Health

APPOINTMENT OF HEALTH AUTHORITY
CITY OF EL PASO

WHEREAS, the director of the City of El Paso's Department of Public Health is authorized, by ordinance and in conformity with Chapter 121 of the Texas Health and Safety Code, to appoint the Health Authority of the City of El Paso, with the approval of the City Manager.

NOW, THEREFORE, upon taking the OATH OF OFFICE, Hector I. Ocaranza, M.D., be and is hereby appointed health authority for the City of El Paso, Texas, effective for a two-year term of office beginning August 5, 2026.

Veerinder Taneja

Veerinder Taneja, Director
Department of Public Health

APPROVED:

Dionne Mack
City Manager

STATE OF TEXAS)
)
)
COUNTY OF EL PASO)

PROFESSIONAL SERVICES CONTRACT
Health Authority-Department of Public Health

This Professional Services Contract (Contract) is entered into by and between the **CITY OF EL PASO**, hereinafter called (City), and **HECTOR I. OCARANZA, M.D.**, hereinafter referred to as (Contractor). Each collectively (Parties).

WITNESSETH:

WHEREAS, Section 121.033(d), Texas Health and Safety Code, provides that a director of a local health department who is not a physician shall appoint a physician as the health authority in the local health department's jurisdiction, subject to the approval of the governing body and the department; and

WHEREAS, Section 121.023, Texas Health and Safety Code, provides that a Health Authority has a two-year term of office; and

WHEREAS, Contractor is a physician capable of performing the duties of the Health Authority; and

WHEREAS, Contractor has been appointed as the Health Authority by the Director of the Department of Public Health, which appointment has been approved as required by state statute; and

WHEREAS, it is necessary and appropriate for the City to enter into this contract with Contractor to set the compensation and establish such other necessary and appropriate provisions for the Contractor's services while the Contractor serves during this term of office.

NOW, THEREFORE, the City and Contractor do hereby mutually agree as follows:

1. **Services.** During the Period of Contract, the Contractor shall be the Health Authority for the City of El Paso's Department of Public Health, and all jurisdictions which have by contract with the City agreed that the City's Health Authority shall serve as the Health Authority for that jurisdiction, and shall perform such services as required of a Health Authority under Section 121.024 of the Texas Health and Safety Code and any other applicable state statute.

2. **Period of Contract.** The services of Contractor are to commence on August 5, 2026, sand shall continue for the ensuing two-year term of office.

3. **Compensation and Method of Payment.** Contractor shall be compensated in

the amount of SIX THOUSAND TWO HUNDRED FIFTY DOLLARS AND 00/100 ($6,250.00) per month ($75,000.00 per year), during the Period of Contract, except during instances when subsection 3.1 applies. The City will not pay any other fringe benefits. Contractor understands that, as an independent contractor, taxes will not be withheld for the Contractor's payment and, consequently, Contractor assumes all liability for payment of taxes on his earnings. Contractor shall receive no compensation from patients serviced by the Department of Public Health for services rendered by the Contractor in his capacity as Health Authority and only the Department of Public Health shall be eligible to make application for Medicare, Medicaid, and other third-party health insurance coverage reimbursement.

3.1 In the event the World Health Organization declares a pandemic, and the El Paso City/County EP-PIA and Basic Plan (Plan) are activated, the Contractor agrees to perform the relevant services required by the Plan, and the City agrees to pay the Contractor for services rendered at a rate of TEN THOUSAND and NO/100 DOLLARS ($10,000.00) every two weeks until such time as the Basic Plan and/or EP-PIA are deactivated. Upon de-activation of the El Paso City/Count EP-PIA and Basic Plan, compensation shall revert back to the rate of SIX THOUSAND TWO HUNDRED FIFTY DOLLARS AND 00/100 ($6,250.00) per month.

4. **Location of Performance.** The place where such services are to be performed is the City and County of El Paso, State of Texas, or as otherwise necessary in conjunction with the performance of Contractor's statutorily required duties.

5. **Independent Contractor Relationship.** Nothing herein shall be construed as creating the relationship of employer and employee between the Parties. The City nor Department of Public Health shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this Contract, unless otherwise herein authorized.

6. **Proof of Lawful Work Status.** Contractor agrees to comply with the Immigration Reform and Control Act. Contractor agrees to complete all necessary forms or documents including Form I-9 and to provide proof of United States citizenship or lawful residency and work status within three (3) days of the execution of this Contract.

7. **INDEMNIFICATION. As a condition of the granting of this Contract, the Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR**

LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT AND/OR CONTRACTOR'S SERVICES AS

HEALTH AUTHORITY. Without modifying the Contractor's obligation to preserve and assert any defense available to the City, the City will promptly forward to the Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. The Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. The Contractor will pay all judgments in actions defended by the Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by the Contractor, and premiums on any appeal bonds. The City, at its election will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause.

8. **Law Governing Contract.** For purposes of determining the place of the Contract and the law governing the same, it is agreed that this Contract is entered into in the City of El Paso, State of Texas, and shall be governed by the laws of the State of Texas.

9. **Termination.** Contractor may terminate this Contract upon thirty (30) days written notice to the City. This agreement shall automatically terminate in the event that Contractor ceases to be the Health Authority, to include but not be limited to Contractor's resignation or removal, or the appointment of a physician as the Director of the Department of Public Health. This agreement shall automatically terminate in the event that Contractor ceases to be a competent physician with a reputable professional standing who is legally qualified to practice medicine in Texas.

10. **Notices.** Notices required herein shall be either hand-delivered or mailed, postage pre-paid, to the following addresses:

City:	City of El Paso Attn: City Manager 300 N. Campbell El Paso, Texas 79901
W/ Copy to:	Department of Public Health Attn: Director 9566 Railroad Dr. El Paso, Texas 79924
Contractor:	Hector I. Ocaranza, M.D. 1329 Calle Lago El Paso, Texas 79912

11. **Compliance with Laws.** Contractor shall at all times during the term of this Contract, provide all required services in accordance with applicable law. In addition, Contractor shall, at all times during the term of this Contract, satisfy all State and federal certifications, regulations, or licensure requirements and render services under this Agreement in compliance with all applicable statutes, regulations, standards, rules and directives of State, federal and other governmental and regulatory bodies having jurisdiction over Contractor. Contractor agrees to give immediate written notice to the Director of the City of El Paso's Department of Public Health in the case of suspension or revocation, or initiation of any proceeding that could result in any change in the status, suspension or revocation, of such licensure, certification or registration. Upon

request, Contractor shall submit evidence of such licensing, certification or registration, if applicable, to the Director of the City of El Paso Department of Public Health.

12. **HIPAA Business Associate Agreement.** The Parties to this Contract agree to comply with the terms of the HIPAA Business Associate Agreement, attached hereto as Exhibit "A."

13. **Amendment; Entire Agreement.** Any amendment to this Contract must be in writing and signed by both Parties in order to be valid. This Contract constitutes and expresses the entire agreement between the Parties in reference to the services of the Contractor for the City of El Paso, and to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to the hiring of such services; all promises, representations and

understandings relative thereto herein being merged.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Professional Services Contract the _____ day of _____, 2026.

IN WITNESS WHEREOF the Parties have executed this Amendment at El Paso, Texas this
____day of _____, 2026.

CITY OF ELPASO, TEXAS:

_____
Dionne Mack
City Manager

CONTRACTOR:

_____
Hector I. Ocaranza, M.D.

APPROVED AS TO CONTENT:

Veerinder Taneja
_____
Veerinder Taneja, Director
Department of Public Health

APPROVED AS TO FORM:

_____
Mona M. Heydarian
Assistant City Attorney

EXHIBIT "A"

(HIPAA BUSINESS ASSOCIATE AGREEMENT)

FOLLOWS ON NEXT PAGE

STATE OF TEXAS)
)
COUNTY OF EL PASO)

HIPAA BUSINESS ASSOCIATE AGREEMENT COUNTY

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT is entered into by and between the CITY OF EL PASO, TEXAS (City) and DR. HECTOR I. OCARANZA, by and through their duly authorized officials.

(a) **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 (a)(a) to this section.

1. **Agreement** shall refer to this document.
2. **Business Associate** means the DR. HECTOR I. OCARANZA.
3. **HHS Privacy Regulations** shall mean the Code of Federal Regulations "C.F.R." at Title 45, Sections 160 and 164.
4. **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.
5. **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.
6. **Parties** shall mean BUSINESS ASSOCIATE and the CITY.
7. **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.

(a)(a) **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: breach, data aggregation, designated record set, disclosure, health care operations, protected health information, required by law, subcontractor, and use.

(b) **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(e)(2)(i).)

(c) **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 services 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.)

(d) **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(e)(4)(i)(A-B)).

(e) **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:

1. The disclosure is required by law; or
2. 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)).

(f) **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)).

(g) **BUSINESS ASSOCIATE OBLIGATIONS:**

1. **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)).

1. **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)).

2. **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 if Information not provided for or allowed by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(C)).

3. **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)).

   3.1 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.

4. **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

   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(e)(2)(ii)(E)).

5. **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.

6. **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)).

7. **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)).

8. **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)).

9. **Return or Destruction of Information.** At the termination of this Agreement, BUSINESS ASSOCIATE hereby agrees to return or destroy all Information received from, or created or received by BUSINESS ASSOCIATE on behalf of the CITY. BUSINESS ASSOCIATE agrees not to retain any copies of the Information after termination of the Agreement. If return or destruction of the Information is not feasible, BUSINESS ASSOCIATE agrees to extend the protections of this Agreement for as long as necessary to protect the Information and to limit any further use of disclosure. If BUSINESS ASSOCIATE elects to destroy the Information, it shall certify to the CITY that the Information has been destroyed. (ref. 45 C.F.R. 164.504(e)(2)(ii)(I)).

10. **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)).

11. **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)).

12. **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).

13. **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.

14. **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.

15. **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.

(b) **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.

(c) **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.

(d)**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.

(e) **Termination for Cause**. Upon the CITY's knowledge of a material breach by BUSINESS ASSOCIATE, the CITY shall:

(1) 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.

(2) Immediately terminate the Business Associate Agreement if BUSINESS ASSOCIATE has breached a material term of this Business Associate Agreement and cure is not possible.

(3) Notify the Secretary of HHS if termination is not possible.

File #: 26-0658, **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 Chris Canales, (915) 212-0008

AGENDA LANGUAGE:

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

Ken Gorski to the Greater El Paso Civic, Convention and Tourism Advisory Board by Representative Chris Canales, District 8.

Board Appointment Form

City Clerk's Office

Appointing Office	Chris Canales, District 8
Agenda Placement	Consent
Date of Council Meeting	
Name of Board	Greater El Paso Civic, Convention and Tourism Advisory Board

Agenda Posting Language

Ken Gorski to the Greater El Paso Civic, Convention and Tourism Advisory Board by Representative Chris Canales, District 8.

Appointment Type	Regular

Member Qualifications

Registered Architect Emeritus– State of Texas No. 6477
Member Congress for New Urbanism, Urbanist member cnu-a
Board Member 2016 – THECB Austin, Tx - Field of Study Architecture Committee
Professor of Architecture –Tenured - El Paso Community College
Architecture District Wide Discipline Coordinator – El Paso Community College
Adjunct Prof. of Architecture – Texas Tech Univ. College of Architecture – El Paso

Nominee Name	Ken Gorski
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[redacted]
Residing District	District 8
City Employed Relatives	N/A

Board Membership

Yes, the Greater El Paso Civic, Convention, and Tourism Advisory Board

Real estate owned in El Paso County

[redacted]

Previous Appointee	Kenneth Gorski
Reason for Vacancy	Term Expired
Date of Appointment	06/09/26
Term Begins On	05/28/26
Term Expires On	08/31/28
Term	Second Term

kengorski, aia cnu-a – professional resume

kenneth "ken" gorski, aia architecture–design

[redacted]

professional resume: may 01, 2025

Registered Architect Emeritus– State of Texas No. 6477
Member Congress for New Urbanism, Urbanist member cnu-a
Board Member 2016 – THECB Austin, Tx - Field of Study Architecture Committee
Professor of Architecture –Tenured - El Paso Community College
Architecture District Wide Discipline Coordinator – El Paso Community College
Adjunct Prof. of Architecture – Texas Tech Univ. College of Architecture – El Paso

Memberships and supporter: National - El Paso - Regional Associations:

- **Chair–El Paso Museum & Cultural Affairs Advisory Board–EP 2014-2021**
- **Member El Paso Museum of Art** - Supporter
- **Member El Paso History Museum**
- **National. Board of Directors,** CCCAP Comm Coll Degrees, Wash, DC 2011-17
- **Architecture Design Review Committee - City of El Paso**
- **American Institute of Architects Emeritus**
- **Texas Society of Architects**
- **El Paso, Texas Chapter of the AIA**
- **ASTA American Society of Travel Agents**
- **Member AIA150 El Paso Chapter**
- **El Paso Solar Energy Association Member**
- **Member Architects without Borders**
- **Member Builders without Borders**
- **Architecture for Humanity**
- **Past PTA president (2 TermS) EPISD PTA (Morehead Middle School)**

- **Member City of El Paso Mayor's Architect-Engineer Selection Committee**
- **Member City of El Paso City Plan Commission 2023-2025**
- **AKA Green Architecture – Paris Accord 2016 to..**
- **Member MCAB– PAC - Chair 2014-2021**
- **Supporter El Paso Opera**
- **Supporter El Paso Symphony**
- **Supporting Member Former El Paso Insights Museum**
- **Member Concordia Cemetery Association**
- **Member El Paso Tom Lea Society**
- **Music Under the Starts, Chamizal Nat'l Monument** volunteer
- **Explorica Tours, coordinator" Greek & Italian Arts & Arch Tour," Su, 2015**
- **Member El Paso "Sheriff's Citizens Advisory Board"**
- **Member Tom Lea Society**
- **Member Trost Historical Society El Paso**

- **Member Franklin Mountains Wilderness Coalition**
- **Member El Paso Gem and Mineralogical Society**
- **Member – Natl. Assn. of Jewelry Appraisers 2024**
- **Commissioner – El Paso County Historical Commission** 2016-18
- **Member, BPAE** Texas Comm. Colleges**-**Building Programs Archit. Education
- **BPAE Spring 2016** – State Conference Representative in Tarrant Co., Tx
- **Texas Higher Education Coordinating Board Member** – Texas Universities Bach. of Archit Degree Plan Implementation, Austin, Tx
- **Member Chihuahuan Desert Climate Collaborative member,** El Paso, Tx 2025

E**ducational background*:***

- **University of Kansas**, Lawrence, Ks Professorial Architecture Degree 1972
- **Lecturer Art/Archit** Studies Europe, Asia, Middle East, 2010-2018 summers
- **Educational Architectural studies** in Europe, Asia, Africa, South America.
- **Spanish Language** immersion courses in Zacatecas, Mexico – su. 2002, &2004, Morelia 2005, Oaxaca, and Mexico City, Mexico, winters 2006-2010.
- Winter art studies Jan. 2010- Mexico City, Oaxaca Mexico.
- **Faculty Lecturer** Australian Architecture Student studies -Turkey – Su 2011
- Faculty sponsor European Architectural Studies – Su 2009-2016
  Wiley Publication review " Architectural History from a Global Perspective" & "Becoming Green: Integrating Sustainability into Art and Architectural Design"

Professional Involvement:

- **Adjunct Prof. Architecture,** Tx Tech Univ – College of Architecture – El Paso
- **Adjunct Faculty** – Engineering Design Graphics, Civil Engineering Dept. UTEP
- **Sabbatical – Middle Eastern-West Asian** academic sabbatical Fall 2011
- **Faculty rep *and co*-author US Dept of Energy** Solar Decathlon competition Joint venture epcc architt. students/utep dept. of engineering SD2013, US DOE Calif.
- **University of Texas at El Paso,** "Continuing education Courses"- lecturer

Quaifications*:* Tenured Professor Emeritus Architecture

- **Private Architectural Practice.** Professional experience in all phases of Architecture, consulting and construction; private firms in Kansas City, Mo.; experience with El Paso architectural firms. Commercial and multi-residential design projects; professional consulting services in Texas and NM
- **30 years of Academic college teaching experience in architecture, interior design, art and art history**
- **Architecture Discipline Coordinator** for EPCC
- **Recipient of Minnie Piper Stevens Professorship Award, EPCC Tx 2013-14**
- **Recipient – State of Texas - NISOD Professor Award, U T Austin, May 2014**.
- **Guest lecturer US Architectural history**, Beijing Univ. Archit School 2011
- **Juror-Critic - Design Architecture critique**, Univ. of Vienna, Austria Su. 2016
- **Private Artist Jewelry Design**, Gorski Gemology Associates
- Contributor **Casas por Cristo** Housing, Cd Juarez, Mx
- Contributor Mata Ortiz, Chih, Mx water distribution, electric power distribution. 05/01/2025

- **Southwest Institute**, Lecturer, licensed Interior Designer, Texas, 2003
- **Expert Witness** Architectural and Construction Cods and Laws Texas and NM.
- **Established** a joint articulation agreement between Texas Tech Univ - College of Architecture and El Paso Community College - implemented Aug. 2017 -2025 establishing a joint 4 year Bach. of Archit Degree in El Paso
- **Architectural tour dir: US & Australian architecture** studies Turkey, Su 2011
- **Grant faculty member co-author:** secure for EPCC thru dept. of education a $5.9 million STEM grant to increase the no. of Hispanic licensed architects in Texas - awarded Sept. 2011.

Personal: **Travels** and **studies thru over 104 countries** with objective of *continued promotion of the "arts, architecture, Design education and cultural studies"*
Texas Architect **topic of the Jan/Feb issue", magazine bringing a *4 yr. Bachelors of Science in Architecture program to El Paso.*

references: **Adair Margo, dir., Tom Lea Society, El Paso, Tx**
Mario Lewis, Attorney at Law, Austin, Tx
Judge Francisco "Paco" Dominguez. El Paso, Tx
Dean Arms, Public Relations City of Austin, Texas
Ben Fyffe, **Managing Director of Quality of Life for the City of El Paso, Tx**
Alfredo Borrego, chair El Paso City Plan Comm
Daniel Carey-Whalen, dir. UTEP Centennial Museum

File #: 26-0701, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

Members of the City Council, Mayor Renard U. Johnson, (915) 212-0021

AGENDA LANGUAGE:

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

Daniel James Veale to the Greater El Paso Civic, Convention and Tourism Advisory Board by Mayor Renard U. Johnson.

Board Appointment Form

City Clerk's Office

Appointing Office	Mayor Renard U. Johnson
Agenda Placement	Consent
Date of Council Meeting	
Name of Board	Greater El Paso Civic, Convention and Tourism Advisory Board

Agenda Posting Language

Daniel James Veale to the Greater El Paso Civic, Convention, and Tourism Advisory Board by Mayor Renard U. Johnson.

Appointment Type	Regular

Member Qualifications

A person whose duties include daily operation and oversight of the Greater El Paso Civic, Convention and Tourism Advisory Board.

Nominee Name	Daniel James Veale
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[redacted]
Residing District	District 1
City Employed Relatives	N/A

Board Membership

None other than the Greater El Paso Civic Convention and Tourism Advisory Board.

Real estate owned in El Paso County

N/A

Previous Appointee	Daniel James Veale
Reason for Vacancy	Term Expired
Date of Appointment	05/27/26
Term Begins On	09/01/25
Term Expires On	08/31/27
Term	Unexpired Term

Daniel James Veale

[redacted]

[EDUCATION]

University of Texas at El Paso

- Master of Business Administration with a Management Concentration, August 2011

Southern Methodist University

- Bachelor of Arts in Corporate Communications and Public Affairs/Minor in Spanish, August 2009

[WORK EXPERIENCE]

September 2021 - Current
El Paso Children's Hospital El Paso, Texas
Director of Marketing & Public Information Officer

- Oversight of all marketing, creative and advertising
- Spokesperson and direct media contact

July 2012-April 2016
July 2019- March 2021 UTEP Athletics El Paso, Texas
Assistant Athletic Director of Marketing (Progression of Promotions)

- Promoted and market 16 NCAA Division I sports to local, national and international fan base.
- Served on UTEP Athletics' Senior Staff alongside the Director, Senior Associates, Director of Tickets and the GM of Van Wagner to govern the day-to-day success of the department as a whole.
- Managed all UTEP Athletics branding, logo usage, merchandise creative and inventory selection with all vendors.
- Introduced and created visible social media and digital marketing presence of the UTEP Athletics brand.
- Manage trade and advertising packages for all media partners including but not limited to: television, radio and print.
- Monitored and assessed social media marketing strategies to identify growing trends in social network field.
- Marketed all aspects of the athletic department through the use of the Facebook, Twitter, Instagram, and YouTube.
- Supervised the media relations and creative staff to produce, design and edit advertising campaigns, game programs, posters, brochures, schedule cards & fan giveaways.
- Coordinated and appear on weekly media interviews (TV, radio, print) to promote upcoming Athletics events.
- Developed and brainstormed season-long fan engagement ideas to fulfill corporate sponsorships.
- Direct liaison between Athletics and Student Affairs/El Paso community.
- In 2020, earned Top 3 award out of all Division 1 programs for an exemplary and unique advertising campaign appealing to fans all over the country.
- Created and approved all designs for merchandise products and giveaways that appealed to every type of fan.
- Supervised Director of Marketing, all student staff, interns, graduate assistants, volunteers and student-athletes on day-to-day and game day operations.
- Managed entire budget for the UTEP Athletics Marketing department.
- Coordinated with Conference USA, NCAA, league members and UTEP administration to host the 50th 1966 NCAA

  Championship Celebration, 2014 Record Breaking WNIT Championship, 2011 & 2014 Conference USA Men's and Women's Basketball Championships and 2012 C-USA Women's Soccer Championship.

- Served on numerous campus boards including but not limited to: UTEP Centennial Celebration, 1966 50th Anniversary, Minerpalooza, Student Government Association, Student Engagement and Learning Center, Homecoming Committee, Campus Transformation.
- Worked closely with the Vice President of Student Life, the Vice President of Alumni Relations and the Director of Institutional Advancement to increase stakeholder involvement in UTEP Athletics across all entities.
- Helped introduce new campus spirit weekly activities leading into gamedays with the Director of Spirit Operations.
- Enhanced gameday atmosphere by adding new elements such as: interactive video and audio crowd prompts, stadium music choices, student engagement through Miner Maniacs, theme nights (football, men's and women's basketball, volleyball, women's soccer, softball), increasing exposure and involvement of band, cheer and dance to increase group and individual ticket sales.

September 2017 – July 2019 SMU Athletics Dallas, TX
Director of Marketing

- Promote and market 16 NCAA Division I sports
- Oversight for all marketing efforts including: Football, Men's Basketball, Swimming & Diving, Rowing, Men's Soccer and Women's Soccer and Equestrian.
- Coordinated all creative, communication, design and implementation with our creative partners for each year's themed look.
- Supervise all staff, interns, graduate assistants, volunteers and student-athletes on day-to-day and game day operations.
- Helped enhanced gameday atmosphere alongside Director of Gameday by bringing new elements such as: fan friendly video board features, in-venue DJ and live emcee, student engagement through The Mob, theme nights, and increased involvement of band, cheer and dance.
- Market all aspects of the athletic department through the use of the Facebook, Twitter and Instagram.
- Monitor and assess social media marketing strategies to identify growing trends in social network fields.
- Manage advertising efforts for the department through: television, radio, billboards, print and other unique mediums such as airports and public transportation.
- Coordinate with the media relation's staff in conjunction with Learfield to produce, design and edit advertising campaigns, corporate sponsorships, game programs, posters, brochures, schedule cards & fan giveaways.
- Direct liaison to Mustang Club and IMG Learfield Ticketing to create and implement revenue generating season ticket/group campaigns.
- Served as the campus liaison to enhance the overall student experience such as: SMU Stampede Move In, Welcome Back Week, campus activations, Homecoming, New Student Orientations, Residence Life and Alumni Relations.
- Co-founded the Dallas Community Outreach Committee that provides direct exposure to parts of DFW that are not normally connected with SMU.
- Revamped the Peruna's Pals Kids Club program to include: new logos, website design, membership features, new experiences and gear.

April 2016 – May 2017 Kraddick Foundation (Kidd's Kids) Dallas, TX
Director of Development

- Implemented and managed the annual major gifts campaign and development activities with a large base of volunteer campaigners, raised over $700,000 cash and gift-in-kind.
    - Sent over 60 life-altering & life-threatening kids and their families to Disney World on an all-expense paid trip.
- Provided leadership and development strategies to increase major and planned gifts.
- Successfully identified, qualified, cultivated, solicited and stewarded donors of $1,000+, volunteers, and community leaders.
- Implemented efficient grants management to ensure all aspects of individual gifts and corporate or foundation grants were met and the expenses accounted for.

- Partnered heavily with Children's Medical Dallas and Cook Children's Fort Worth for programming and community events.
- Executed planned giving/endowment activities - individual solicitation, special events, direct mail and seminars. Oversaw endowment and memorial fund documents and database.
- Supervise all public relations efforts of the agency and in-house promotions.
- Directed all efforts for branding and market positioning, including social media.
- Created and implemented comprehensive plan for development and marketing activities.
- Doubled foundation support and increased cumulative funds in just one year.
- Supervised interns and administrative assistant.

May 2011-July 2012 UTEP Athletics El Paso, Texas
Assistant Director of Athletic Development

- Cultivated and solicited individuals, corporations and foundations for prospective athletic donors.
- Planned and facilitated all donor fundraising including but not limited to: the Orange Fever Fiesta Annual Fundraiser, Team Fun Drive Campaign, UTEP Locker Campaign, Hall of Fame Dinner, pre-game dinners and events and the exclusive Captain's Club during football home games.
- Moved and cultivated donor gifts of $5,000 and above including the Circle of Champions generous giving level.
- Coordinated trade contracts with local restaurants and vendors to enhance donor relations.
- Designed and edited advertising materials for donor events.
- Supervised and directed interns and student workers.

[HONORS]

- NACMA Top 3 Division 1 Campaigns – Defend the Don 2020
- SMU Young Alumni Board Member 2017-2019
- El Paso Top 30 Professionals Under 30
- PRSW Monthly Luncheon Presenter 2015
- SMU Swimming and Diving Team Captain, 2008-2009
- SMU Meyer Brothers Academic Award All-Around Athlete, 2009
- Conference USA Commissioner's Honor Roll, 2006-2009
- NCAA National Student-Athlete Development Conference, 2008

[COMMUNITY EFFORTS]

- Texas Hospital Association Communications Council Member
- Destination El Paso Tourism Advisory Board – Vice Chair
- Make a Wish El Paso Board Member
- YWCA Men's Council Leader
- Co-founded SMU Dallas Community Outreach Committee
- City & County of El Paso Liaison – Work one-on-one with Mayor and County Judge
- Ft. Bliss Army Base Liaison – Work Directly with Commanding General and Public Affairs Office.
- Young Leaders Society Mentor – United Way
- PRSW- Public Relations of the Southwest
- UTEP & Community Mentor Programs – 1 student each year per group
- Official El Paso Digital Ambassador

File #: 26-0720, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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Members of the City Council, Representative Lily Limón, (915) 212-0007

AGENDA LANGUAGE:

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

Carla V. Monsisvais to the Historic Landmark Commission by Representative Lily Limón, District 7.

Board Appointment Form

City Clerk's Office

Appointing Office	Lily Limón, District 7
Agenda Placement	Consent
Date of Council Meeting	
Name of Board	Historic Landmark Commission

Agenda Posting Language

Carla V. Monsisvais to the Historic Landmark Commission by Representative Lily Limón, District 7.

Appointment Type	Regular

Member Qualifications

Resident of District 7, Mission Valley, and Mission Trail. Appointee brings extensive experience in the Historic Landmark field and has served as general manager for her cousin, the owner of La Tapatia Inc., from 2008 to the present. Prior to that, she has 12 years of experience in early childhood education.

Nominee Name	Carla V. Monsisvais
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[redacted]
Residing District	District 7
City Employed Relatives	N/A

Board Membership

2014-2016 Community Development Block Grant Steering Committee

Real estate owned in El Paso County

[redacted]

Previous Appointee	Mario A. Silva
Reason for Vacancy	Term Expired
Date of Appointment	06/09/26
Term Begins On	06/09/26
Term Expires On	06/08/28
Term	First Term

Carla V. Monsisvais

[redacted]

SUMMARY

Experienced business professional with current experience in food service manufacturing, monitoring, and compliance.
Previous career in the field of early childhood education and development services for children and families. Possesses credentials in the field of early childhood education, and possesses extensive knowledge regarding the organizational administration and operation of early childhood programs, including program governance, program design and management, finance management, human resources management, professional development, and program assessment and evaluation.
Possesses a strong desire to make a lasting impact on the El Paso community through the positive development and empowerment of others.

EDUCATION AND CERTIFICATIONS

Bachelor of Interdisciplinary Studies. Specialization in Early Childhood Education, University of Texas at El Paso, 1994. Awarded with Honors.
Texas Teacher Certification. Elementary Early Childhood Education, Grades PK-6, 1994 – Life.
Texas Teacher Certification. Elementary Self-Contained, Grades PK-6, 1994 – Life.
Food Service Management Certification. El Paso City-County Health Department, 2008 – 2013.

PROFESSIONAL EXPERIENCE

General Manager, La Tapatia, Inc., El Paso, Texas, 2008 – Present.

- ***Business Administration Services***
- ***Food Service Monitoring and Compliance***

Assistant Director for Program Implementaton and Internal Affairs, Education Service Center – Region 19 Head Start, El Paso, Texas, 2003 – 2008.

- ***Business and Support Services***
- ***Human Resources***
- ***Professional Development Services***
- ***Quality Program Implementation and Compliance***

Assistant Director for Professional Development, Education Service Center – Region 19 Head Start, El Paso, Texas, 2001 – 2003.

- ***Professional Development Services***

Education/Transition Program Manager, Education Service Center – Region 19 Head Start, El Paso, Texas, 1997 – 2001.

- ***Early Childhood Development and Transition Services***

Preschool Teacher, Educational Service Center – Region 19 Head Start, El Paso, Texas, 1996 – 1997.

- ***Early Childhood Instructional and Assessment Services.***
- ***Parent Involvement and Engagement Services.***

Kindergarten Teacher, Austin Independent School District, Austin, Texas, 1995 – 1996.

- ***Early Childhood Instructional and Assessment Services.***

PROFESSIONAL DEVELOPMENT AND SPECIAL SKILLS

- Served as Member of the Ethics Commission, County of El Paso. (2021-2023)
- Served as a Member of the Community Development Block Grant Steering Committee, Department of Community and Human Development. (2014-2016)
- Served as Board Member of the Children's Grief Center of El Paso. (2009-2011)
- Participated in and coordinated Educational Service Center – Region 19 Head Start trainings targeting quality leadership, principles, and practices in the early childhood setting. (2001 – 2008)
- Participated in, presented, and coordinated Educational Service Center – Region 19 Head Start trainings reinforcing the program's vision, mission, and core beliefs. (2001 – 2008)
- Participated in and presented at various Educational Service Center – Region 19 Head Start trainings targeting quality compliance of Head Start Program Performance Standards in accordance with a Case Management Approach. (2001 – 2008)
- Participated in, presented in, and coordinated various Strategic Planning sessions for the development and annual updating of the Education Service Center – Region 19 Head Start 5-Year Strategic Plan. (2001 – 2008)

File #: 26-0721, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

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Members of the City Council, Representative Lily Limón, (915) 212-0007

AGENDA LANGUAGE:

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Russell Helsabeck-Ochoa to the Museums and Cultural Affairs Advisory Board by Representative Lily Limón, District 7.

Board Appointment Form

City Clerk's Office

Appointing Office	Lily Limón, District 7
Agenda Placement	Consent
Date of Council Meeting	
Name of Board	Museums and Cultural Affairs Advisory Board

Agenda Posting Language

Russell Helsabeck-Ochoa to the Museums and Cultural Affairs Advisory Board by Representative Lily Limón, District 7.

Appointment Type	Regular

Member Qualifications

As a District 7 resident, Russell Helsabeck-Ochoa's qualifications for serving on the El Paso Museum and Cultural Affairs Advisory Board include more than 15 years of experience in education, arts advocacy, curriculum development, and organizational planning. As a career educator and education consultant, he has worked to expand equitable access to arts education and integrate creativity across multiple academic subjects. His background includes developing museum field trip guides for public school students in Washington, DC, and collaborating with Smithsonian museum educators. He also brings experience in strategic planning, organizational change management, stakeholder engagement, and community-centered problem solving, making him well qualified to support the board's work related to museums, public art, cultural programming, and cultural accessibility.

Nominee Name	Russell Helsabeck-Ochoa
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[redacted]
Residing District	
City Employed Relatives	[redacted]

Board Membership

N/A

Real estate owned in El Paso County

N/A

Previous Appointee	Jose Luis Salas
Reason for Vacancy	Term Expired
Date of Appointment	06/09/26
Term Begins On	09/01/25
Term Expires On	08/31/27
Term	First Term

Russell Helsabeck-Ochoa, M.Ed.

Education Consultant | [redacted] | [redacted]

Professional Statement

Education leader with 14+ years of experience working at the intersection of schools and communities to expand opportunity for students. Has built partnerships with districts, cultural institutions, and local organizations to create learning experiences that connect strong literacy instruction to students' lives and future pathways. Brings deep experience as a secondary literacy and CTE educator alongside a systems-level perspective, shaping initiatives that align instruction, partnerships, and strategy toward college, career, and long-term success. Skilled in translating vision into practice and building the relationships necessary to sustain that work over time.

Education Consulting Experience — February 2026 – Present

TNTP – Senior Manager of Consulting *February 2026 – Present*

- Partner with Lynchburg City Schools at every level of the vertical spine to strengthen instructional systems and improve student readiness for high school success and postsecondary pathways.
- Manage complex, multi-stakeholder projects, aligning strategy, execution, and continuous improvement cycles to meet client goals.
- Collaborate with division leaders, school leaders, and instructional teams to translate research into actionable practices that improve student outcomes at two elementary and three middle schools.
- 100% of survey respondents have rated my in-person professional learning session facilitation effective and actionable.
- Use data to identify gaps in student performance and support the division in adjusting strategy to drive measurable improvement.
- Build strong client relationships that support long-term system transformation and sustained impact.
- Volunteered to support Academic Diagnostics in Connecticut and Virginia CLSD projects in Prince Edward County and Danville, Virginia to learn as much as possible about TNTP's operations and impact.

Career & Technical Education Teacher (CTE) Experience — August 2022 – February 2026

JM Hanks High School, El Paso, TX – *English and CTE Teacher* *August 2025 – February 2026*

- Taught Digital Media CTE Practicum alongside English I and College Prep courses, with a focus on college and workforce readiness.
- Produced a quarterly school newspaper and daily on-air news program through CTE Practicum.
- Partnered with a local news station and city council office to provide students with authentic, career-connected media production experiences.
- Designed project-based learning experiences that required students to produce content for real audiences and professional contexts, strengthening communication and technical skills.
- Supported students in developing portfolios aligned to postsecondary education and entry-level media careers.
- Contributed to improved college readiness outcomes, with 30% of previously failing College Prep seniors passing the Texas Success Initiative exam by the end of the first semester.

Harmony School of Science, El Paso, TX – *English/ESL & Dual Credit Teacher* *August 2024 – June 2025*

- Taught 7th grade ELA/ESL and high school Dual Credit English through El Paso Community College.
- 68% of students scored "Meets" or "Masters" on STAAR; 87% overall pass rate, exceeding district average.
- Over 60% of students met MAP Growth reading goals from fall to winter, exceeding district average.
- 50% of emergent bilingual students achieved "High Advanced" TELPAS proficiency and exited ESL programming.

DC International School, Washington, DC – *CTE Teacher* *August 2023 – January 2024*

- Designed and launched two International Baccalaureate Career Programme courses (Culinary Arts and Digital Photography), aligned to industry-relevant skills and postsecondary pathways.
- Partnered with a local restaurant to create structured, work-based learning experiences, including mini-internships that provided students with direct exposure to professional kitchen environments.
- Aligned coursework to IB Career Programme standards, emphasizing career readiness, technical skill development, and real-world application of learning.
- Collaborated with school leadership to integrate career-connected learning into broader instructional programming.
- Advised on AI and future-of-work considerations through participation in a cross-functional professional learning community.

John Ruhrah Elementary/Middle School, Baltimore, MD – *English and CTE Teacher* *August 2022 – August 2023*

- Sponsored digital photography program, partnering with a local photographer to provide students with mentorship and exposure to creative career pathways.
- Improved 100% of emergent bilingual students' literacy proficiency by at least two grade levels using structured literacy approaches, including Wilson's *Just Words*.
- Mentored first-year teachers and facilitated schoolwide professional development on restorative justice.

District Systems Leadership & Cross-Sector Partnerships at DC Public Schools **August 2012 – June 2022**

Instructional Coach – Alice Deal Middle School *January 2019 – June 2022*

- Designed and facilitated cycles of coaching, observation, feedback, and data analysis for 15 secondary ELA teachers.
- Participated in Citybridge Breakthrough Design Fellowship to implement Judith Hochman's *The Writing Revolution* across all core content classes using an equity-first, data-informed inquiry process.
- 80% of teacher participants demonstrated measurable gains in student achievement linked to instructional shifts.
- In 2022, 75% of 1,500 students scored 4 or 5 on end-of-year standardized assessments, exceeding district targets.
- Built trust-based relationships with teachers and school leaders to support sustained instructional improvement.

Manager, Curriculum & Professional Development – DCPS Secondary Literacy Team *July 2016 – January 2019*

- Led districtwide implementation of secondary ELA curriculum across 25 middle schools, aligning instructional systems to improve college readiness outcomes.
- Convened and partnered with cross-sector organizations—including Mikva Challenge, the Smithsonian, the Folger Shakespeare Library, and others—to design learning experiences that connected classroom instruction to civic engagement, cultural institutions, and real-world applications.
- Bridged district and community priorities by integrating external partners into curriculum design, expanding students' access to authentic audiences and career-connected learning experiences.
- Designed and scaled professional learning systems supporting adoption of high-quality instructional materials across diverse school contexts.
- Partnered with school and district leaders to drive 75% implementation fidelity, improving instructional coherence.
- Strengthened assessment systems, increasing use of standards-aligned assessments from 77% to 94% to better measure student readiness for high school and beyond.

English Teacher & Athletic Coach – Alice Deal Middle School *August 2012 – June 2016*

- 7th grade ELA teacher; Cross Country and Swim Team coach
- Partnered with community organizations such as Writopia and the Smithsonian as ELA Department Chair and Academic Leadership Team member to create authentic learning experiences for students at school and on field trips.

Key Skills

Education-to-Career Pathway Design
Postsecondary & Workforce Readiness Strategy
K–12 Systems Transformation
Cross-Functional Project & Portfolio Management
Client & Executive Stakeholder Engagement
Data Analysis & Continuous Improvement
Change Management & Implementation Strategy
Adult Learning & Leadership Development
Curriculum & Instructional Systems Design
Equity-Centered Design & Emergent Bilingual Education

Certifications

Teacher Certification (Grades 7-12) – *Maryland State Department of Education and Texas Education Agency*
Technology Education (Career and Technical Education Teacher Certification) – *Texas Education Agency*
English as a Second Language (Supplemental) – *Texas Education Agency*

Education

Vanderbilt University, *Nashville, TN*
Master of Education, **Concentration**: Secondary English Education May 2012
Bachelor of Arts, **Major**: English Lit. **Minors**: Educational Studies, Music May 2009

Russell Helsabeck-Ochoa
[redacted]
District 7

June 1, 2025

Dionne Mack, City Manager
El Paso City Hall
300 North Campbell Street
El Paso, Texas 79901

Dear City Manager Mack,

I am writing to express my interest in serving on the El Paso Museum and Cultural Affairs Advisory Board. As a lifelong supporter of arts education and cultural engagement, I would be honored to contribute my professional experience and community perspective to a board that plays such an important role in shaping El Paso's cultural future.

I am a career educator with more than fifteen years of experience serving as both a public school teacher and district-level leader. Throughout my career, I have consistently championed equitable access to the arts and have worked to expand opportunities for students to engage with visual arts across disciplines. Rather than viewing arts education as separate from core academics, I have led initiatives that integrated artistic thinking and creativity into English language arts, social studies, science, and mathematics curricula. I believe the arts are essential not only to cultural enrichment, but also to critical thinking, innovation, and community identity.

In service of this work during my time living in Washington, DC, in my role as a district curriculum manager, I worked to develop a set of "plug and play" art museum field trip guides and get as many public school students into the DC area museums as possible. To equip myself for this project, I attended many educator trainings ran by the Smithsonian Institute and developed a close relationship with the museum education directors and many of the Smithsonian art museums, including the National Portrait Gallery and the Smithsonian American Art Museum.

In my current role as an education consultant, I specialize in organizational change management, strategic planning, and curriculum implementation. I work with organizations to improve systems, strengthen stakeholder engagement, and successfully manage complex initiatives. These experiences have given me strong skills in collaboration, long-range planning, communication, and community-centered problem solving. I believe these skills would be valuable contributions to the Advisory Board.

Beyond my professional background, I care deeply about El Paso and the unique cultural identity that makes our city exceptional. I value the role that museums, public art, and

cultural programming play in preserving our history, elevating diverse voices, and creating opportunities for connection across our community. El Paso's artistic and cultural institutions are among its greatest strengths, and I would welcome the opportunity to support their continued growth and accessibility.

I believe my combined experience in education, organizational development, and arts advocacy would allow me to bring a thoughtful and collaborative perspective to the board's work. Thank you for your consideration, and I would be grateful for the opportunity to serve the City of El Paso in this capacity.

Sincerely,

Russell Helsabeck-Ochoa

File #: 26-0722, **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 Lily Limón, (915) 212-0007

AGENDA LANGUAGE:

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

Ulises Estrada to the Zoning Board of Adjustment, as a regular member, by Representative Lily Limón, District 7.

Board Appointment Form

City Clerk's Office

Appointing Office	Lily Limón, District 7
Agenda Placement	Consent
Date of Council Meeting	
Name of Board	Zoning Board of Adjustment

Agenda Posting Language

Ulises Estrada to the Zoning Board of Adjustment by Representative Lily Limón, District 7.

Appointment Type	Regular

Member Qualifications

Ulises Estrada is Executive Vice President and a founding member of CEA Engineering Group, Inc. A graduate of The University of Texas at El Paso, Mr. Estrada has extensive experience in planning, design, and analysis of water and wastewater systems, drainage infrastructure, land and site development, and transportation projects throughout the Paso del Norte region.

Nominee Name	Ulises Estrada
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[redacted]
Residing District	
City Employed Relatives	N/A

Board Membership

2016 Building and Standards Commission

Real estate owned in El Paso County

[redacted]

Previous Appointee	Gloria Clark
Reason for Vacancy	Term Expired
Date of Appointment	06/09/26
Term Begins On	10/01/25
Term Expires On	09/01/27
Term	Unexpired Term

Ulises Estrada | PE

PRINCIPAL / EXECUTIVE VICE PRESIDENT

Ulises Estrada is Executive Vice President and a founding member of CEA Engineering Group, Inc. A graduate of The University of Texas at El Paso, Mr. Estrada has extensive experience in planning, design, and analysis of water and wastewater systems, drainage infrastructure, land and site development, and transportation projects throughout the Paso del Norte region.

With more than 31 years of civil engineering experience—24 of which have been with CEA Engineering Group—Mr. Estrada has played a key role in the firm's growth from a small startup of four employees into one of the largest engineering firms headquartered in El Paso, Texas. Under his leadership, CEA has developed a strong reputation for delivering high-quality engineering services for both public infrastructure and private development, built on a foundation of responsiveness, technical excellence, and professional integrity.

As a principal of the firm, Mr. Estrada is responsible for overseeing business operations, strategic development, and engineering design. His technical expertise is focused on water, wastewater, and stormwater infrastructure systems. His project experience includes work for major regional clients such as El Paso Water, Lower Valley Water District, the City of El Paso, the County of El Paso, the Texas Department of Transportation (TxDOT), the Camino Real Regional Mobility Authority, and Ysleta del Sur Pueblo.

PROJECT EXPERIENCE

- **Chihuahuita Pump Station & Storm Sewer System Improvements** | El Paso Water
- **Thomas Manor Park Pond & Pump Station Improvements** | El Paso Water
- **Ventanas Elevated Storage Facilities** | El Paso Water
- **Bustamante Reclaimed Water System, Phases II-IV** | El Paso Water
- **Mission Ridge 24-Inch Water Transmission Main Improvements** | El Paso Water
- **Vista Del Sol 24-inch Water Main Improvements Phase I & III** | El Paso Water
- **Montana East 16-Inch Water Main Extension** | El Paso Water
- **LVWD Water Master Plan** | Lower Valley Water District
- **Wildhorse, Hacienda Real & FM 1110 Water Distribution Facilities** | Lower Valley Water District
- **North Loop Water Transmission Facilities** | Lower Valley Water District
- **El Conquistador & Lourdes Subdivision Water Line Extension** | Lower Valley Water District
- **Town of Clint Wastewater Lift Station and Collection System** | Lower Valley Water District
- **Gran Valle Subdivision Units 1 & 2 Wastewater Lift Station & Collection System** | Lower Valley Water District
- **T.D.R.A-Step Project Contract- Pioneer Water Main Improvements** | Town of Clint, Texas
- **Water Replacement and Transmission Facility** | Town of Clint, Texas
- **Eubanks & Burbridge Acres Water Main Improvements** | Town of Clint, Texas
- **85 Lot Development** | El Paso, Texas | Ysleta Del Sur Pueblo



OFFICE LOCATION
El Paso, Texas

EXPERIENCE
Years with CEA Group: 24
Years within the Industry: 31

LICENSES
Licensed Engineer
[redacted]

EDUCATION
Bachelor of Science
Civil Engineering
University of Texas at El Paso, 1995

CIVIC INVOLVEMENT
Texas Alliance for Minorities in Engineering Science Advisor,

Project Bravo Paint-A-Thon for the Elderly

PROFESSIONAL ASSOCIATIONS
American Society of Engineers
El Paso's Young Engineer of the Year – 2005

American Water Works Association
Chapter President
(2005-2006)

Texas Society of Professional Engineers – Chapter President
(2005)

American Council of Engineering Companies

Greater El Paso Chamber of Commerce

City of El Paso Building and Standards Commission

File #: 26-0729, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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Members of the City Council, Representative Lily Limón, (915) 212-0007

AGENDA LANGUAGE:

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

Julieta E. Urias to the Veterans Advisory Committee by Representative Lily Limón, District 7.

Board Appointment Form

City Clerk's Office

Appointing Office	Lily Limón, District 7
Agenda Placement	Consent
Date of Council Meeting	
Name of Board	Veterans Advisory Committee

Agenda Posting Language

Appointment of Julieta E. Urias to the Veterans Advisory Committee by Representative Lily Limón, District 7.

Appointment Type	Regular

Member Qualifications

Julieta E. Urias brings more than 20 years of experience supporting military families as a Navy wife and Ombudsman, helping connect service members and their families with resources, guidance, and assistance during urgent situations. Her background in veteran and family support, along with her leadership roles in veteran-focused auxiliary organizations, makes her well qualified to serve on the Veterans Advisory Committee.

Nominee Name	Julieta E. Urias
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[redacted]
Residing District	District 3
City Employed Relatives	N/A

Board Membership

N/A

Real estate owned in El Paso County

[redacted]

Previous Appointee	Miguel Rosales
Reason for Vacancy	Term Expired
Date of Appointment	06/09/26
Term Begins On	09/01/25
Term Expires On	08/31/27
Term	Unexpired Term

Julieta E. Urias
[redacted]

Veteran's Advisory Committee

Knowledge: Spent 13 years as a US Navy Wife, while husband was on active duty. While we were stationed at NAS Atsugi, Japan, I was selected Ombudsman of the Squadron. I met with the Commander or Executive Officer and discussed families and their concerns. We provided families with information regarding squadron events and happenings via a monthly newsletter. While ship (USS Independence) was out to sea, I received a call from the Commander and he would inform me, whenever possible, what port and dates the ship would dock, as well as any emergencies that required his or my intervention. Most of the information was confidential and required opsec (operation security). Our squadron families learned to trust each and support one another, as we became extended family members to our respective families.

Skills: During our time in the Navy, I learned about resources and what was available to help our families. There is a certain skill that is required to gain the trust of families and the trust of the service members. The main objective was to keep families informed with respect and understanding that every problem or situation was different and was handled with urgency and discretion.

Abilities: Becoming a resource coordinator and the ability to direct families to the correct person or agency that can or could provide information needed is crucial. During the last twenty years, I have become an active member with the Veterans of Foreign Wars. my experience as an Auxiliary Past President, Secretary at Post 4380 in Plano, TX. I am currently the Auxiliary Sr. Vice President and President-elect to VFW Post 8782, here in El Paso. The ability to be elected Auxiliary President is such an honor because of the foundation of the mission; to serve and support our veterans because they served our great country. The Auxiliary motto is Because they served, we serve. I will be ready to help and support when and where needed.

Education and Hobbies:
Neighborhood Association Vice President and member
Diabetes Educator
Cooking
Dancing

File #: 26-0673, **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.

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.

Receipt of campaign contributions by Arturo R. Alluin, candidate for District 8, in the amounts of $1,000 from Alejandra Nuno, $1,000 from Richard Zooel Sanchez Muñoz, $15,000 from Arturo R. Alluin, $1,000 from Keli Griffin, $1,000 from Paul and Suzanne Dipp, $1,000 from James Arthur Lyle Tod, $1,000 from Tiffini Barraza, $1,000 from Carlos Gallardo, $500 from Elsa Borrego, $1,000 from Melanie Bailey & Kenneth Bailey, $1,000 from Patricia Quiñonez Gomez, $1,000 from Karla G. Alba, $1,000 from Ana Laura Perez Lara, $1,000 from Sylvia B. Miner, $1,000 from Antonio Beltran, and $1,000 from Saida Rayas.

File #: 26-0676, **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) 212-0043
Fire, Chief Jonathan P. Killings, (915) 212-5665

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.
Populate the table to maintain proper formatting. Copy and paste the agenda language in the designated area below. You may include more language after the table. Just made sure all posting language is populated between "TITLE" and "END".

The award of Solicitation 2026-0091 Personal Protective Equipment (PPE) Clothing, Cleaning, and Repair to Fire-Dex Inc. dba Fire-Dex GW, LLC dba Gear Wash for an initial term of three (3) years for an estimated amount of $253,596.00. The award also includes a two (2) year option for an estimated amount of $253,596.00. The total contract time is for five (5) years for a total estimated amount of $422,660.00.

Department:	Fire
Award to:	Fire-Dex Inc. dba Fire-Dex GW, LLC dba Gear Wash
City & State:	Medina, OH
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	$84,532.00
Initial Term Estimated Award:	$253,596.00
Option Term Estimated Award:	$169,064.00
Total Estimated Award	$422,660.00
Account(s)	322-1000-22090-522250-P2214
Funding Source(s):	General Fund
District(s):	All

This was a Best Value Bid Procurement for a replacement contract.

The Purchasing & Strategic Sourcing and Fire departments recommend award as indicated to Fire-Dex Inc. dba Fire-Dex GW, LLC dba Gear Wash the highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT/COUNCIL OFFICE: Fire
AGENDA DATE: June 9, 2026
PUBLIC HEARING DATE: Not Applicable
CONTACT PERSON NAME: Jonathan P. Killings, Fire **PHONE NUMBER:**(915) 212-5665
2nd CONTACT PERSON NAME: Claudia A. Garcia, Purchasing & Strategic Sourcing **PHONE NUMBER:**(915) 212-0043
DISTRICT(S) AFFECTED: All

AGENDA ITEM:
The award of solicitation 2026-0091 Personal Protective Equipment (PPE) Clothing, Cleaning, and Repair to Fire-Dex Inc. dba Fire-Dex GW, LLC dba Gear Wash for an initial term of three (3) years for an estimated amount of $253,596.00. The award also includes a two (2) year option for an estimated amount of $253,596.00. The total contract time is for five (5) years for a total estimated amount of $422,660.00.

Department:	Fire
Award to:	Fire-Dex Inc. dba Fire-Dex GW, LLC dba Gear Wash
City & State:	Dayton, OH
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	$84,532.00
Initial Term Estimated Award:	$253,596.00
Option Term Estimated Award:	$169,064.00
Total Estimated Award	$422,660.00
Account(s)	322-1000-22090-522250-P2214
Funding Source(s):	General Fund
District(s):	All

This was a Best Value Bid Procurement for a replacement contract

The Purchasing & Strategic Sourcing and Fire departments recommend award as indicated to Fire-Dex Inc. dba Fire-Dex GW, LLC dba Gear Wash the highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

ISSUE STATEMENT:
City Council is asked to approve the award of a replacement contract for Personal Protective Equipment (PPE) Clothing, Cleaning, and Repair. This contract will allow the department to receive services that provide cleaning, maintenance and repair of Firefighter Personal Protective Equipment (PPE).

BACKGROUND:
Firefighter Personal Protective Equipment (PPE) requires routine inspection, cleaning, and repairs on a regular basis to maintain the integrity and the life of the equipment, which is consistent with National Fire Protection Association (NFPA) 1851 standards.

Solicitation was advertised on December 23, 2025 and December 30, 2025. The solicitation was posted on City website on December 23, 2025. There were a total thirty-eight (38) viewers online; two (2) bids were received; none from local suppliers.

An Inadequate Competition Survey was conducted indicating the following:

1. Did not have time to respond
2. Business was permanently closed
3. Could not meet the submission deadline

Contract Variance: The difference based in comparison to the previous contract is as follow an increase of $204,078.00 which represents a 93.36% increase due to:

1. Increase due to average price increase from $15.31 to $21.57.

No protest received for this requirement.

COUNCIL OPTIONS:

1. Award the contract as recommended;
2. Deny award if Council determines such action is in the best interest of the City;
3. Direct staff to re-solicit the procurement with revised evaluation criteria or policy direction, as permitted by law; or
4. Postpone action, pending additional information.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by a City Council committee.

COMMUNITY AND STAKEHOLDER OUTREACH:

A pre-bid meeting was held on January 7, 2026. Four (4) suppliers were in attendance.

RELATED POLICIES:

1. Procurement Sourcing Policy
2. National Fire Protection Association (NFPA) 1851 Policy

PRIOR COUNCIL ACTION:

On July 7, 2020, City Council approved prior contract 2020-795 Personal Protective Equipment (PPE) Clothing Cleaning and Repair.

LEGAL REVIEW:

☑ Legal counsel reviewed as part of the Council packet

☐ Legal counsel reviewed in advance of packet as individual item

AMOUNT AND SOURCE OF FUNDING:

Amount: $422,660.00
Funding Source: General Fund

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations to City Council of an accumulated total of $500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT ($)
Form was provided to the applicant	**N/A**

ATTACHMENTS:

1. Committee Scoresheet
2. Tabulation
3. Views list
4. Inadequate Competition Survey

FOR MORE INFORMATION:

Laura Gardea -Williams	915-323-5606	GardeaLA@lpasotexas.gov

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

SIGNATURES:

Jonathan P. Killings, Fire Chief

Claudia A. Garcia – Director of Purchasing & Strategic Sourcing

CITY OF EL PASO BEST VALUE SCORESHEET

PROJECT: 2026-0091 Personal Protective Equipment (PPE) Clothing, Cleaning, and Repair

Evaluation of Submittal

	MAX POINTS	Fire-Dex Inc. dba Fire-Dex GW, LLC dba Gear Wash Medina, OH	Lion Total Care, Inc. dba Lion Group, Inc./Lion Dayton, OH
Factor A - Price	35	35.00	25.35
Factor B - Experience – Comparable Contracts	30	27.80	22.60
Factor C - References	10	6.40	6.00
Factor D – Employee Medical Benefits and Incentives	10	8.00	8.00
Factor E - Work Plan	15	13.40	14.20
TOTAL SCORE	100	90.60	76.15
Rank		1	2

City of El Paso
Bid Tabulation Form

Title: Personal Protective Equipment (PPE) Clothing, Cleaning, and Repair

Solicitation Number: 2026-0091

Bid Opening: February 4, 2026

Department: Fire

					Fire-Dex Inc. dba Fire-Dex GW, LLC dba Gear Wash Medina, OH			Lion TotalCare, Inc. dba Lion Broup, Inc./Lion Dayton, OH		
					Bidder 1 of 2			Bidder 2 of 2		
Item No.	Description	Unit of Measures	Minimum Approximate Quantities	Maximum Approximate Quantities	Price	Yearly Total C=AXB	3-Year Total D=CX3	Price	Yearly Total C=AXB	3-Year Total D=CX3
				(A)	(B)	(C)	(D)	(B)	(C)	(D)
1	Patch Fabric- Hole or tear in outer shell - Small 2" x 2 "	each	50	200	$18.40	$ 3,680.00	$ 11,040.00	$10.10	$ 2,020.00	$ 6,060.00
2	Patch Fabric- Hole or tear in outer shell - Medium 4" x 4 "	each	50	200	$22.60	$ 4,520.00	$ 13,560.00	$13.90	$ 2,780.00	$ 8,340.00
3	Patch Fabric- Hole or tear in outer shell – Large 6" x 6"	each	25	100	$27.20	$ 2,720.00	$ 8,160.00	$36.00	$ 3,600.00	$ 10,800.00
4	Repair tear around metal hook and latch	each	5	20	$9.20	$ 184.00	$ 552.00	$10.10	$ 202.00	$ 606.00
5	Repair or replace full front zipper of part of structural component	each	5	25	$40.80	$ 1,020.00	$ 3,060.00	$82.70	$ 2,067.50	$ 6,202.50
6	Repair Trim Stitching	each	75	150	$4.60	$ 690.00	$ 2,070.00	$0.83	$ 124.50	$ 373.50
7	Replace Cuffs – Coats	each	25	100	$4.60	$ 460.00	$ 1,380.00	$31.14	$ 3,114.00	$ 9,342.00
8	Replace Cuffs – Pants	each	75	150	$27.20	$ 4,080.00	$ 12,240.00	$55.25	$ 8,287.50	$ 24,862.50
9	Velcro Fly (No hardware) replacement – Coat	each	100	300	$25.40	$ 7,620.00	$ 22,860.00	$63.95	$ 19,185.00	$ 57,555.00
10	Velcro Fly (No hardware) replacement - Pants	each	25	100	$25.40	$ 2,540.00	$ 7,620.00	$35.87	$ 3,587.00	$ 10,761.00
11	Replace 6" of reflective tape	each	5	25	$27.60	$ 690.00	$ 2,070.00	$16.59	$ 414.75	$ 1,244.25
12	Re-furbish pocket	each	20	60	$90.00	$ 5,400.00	$ 16,200.00	$39.67	$ 2,380.20	$ 7,140.60
13	Replace hardware - Button snap	each	75	150	$4.60	$ 690.00	$ 2,070.00	$7.41	$ 1,111.50	$ 3,334.50
14	Replace hardware - Hook and D ring	each	5	10	$13.20	$ 132.00	$ 396.00	$18.55	$ 185.50	$ 556.50
15	Suspender Anchor	each	50	100	$4.60	$ 460.00	$ 1,380.00	$7.41	$ 741.00	$ 2,223.00
16	Repair Thermal Liner	per patch	20	80	$20.40	$ 1,632.00	$ 4,896.00	$66.45	$ 5,316.00	$ 15,948.00
17	Repair Moisture Liner	per patch	75	150	$25.00	$ 3,750.00	$ 11,250.00	$66.45	$ 9,967.50	$ 29,902.50
18	Specialized cleaning - Removal of small (2"x 2" or less) tar or paint stain	each	15	50	$29.20	$ 1,460.00	$ 4,380.00	$22.50	$ 1,125.00	$ 3,375.00
19	Seam Tape for Moisture Barrier	inch	1500	3000	$6.40	$ 19,200.00	$ 57,600.00	$10.19	$ 30,570.00	$ 91,710.00
20	Shorts for Moisture Barrier	each	5	10	$6.40	$ 64.00	$ 192.00	$66.45	$ 664.50	$ 1,993.50
				Group I Subtotal		$ 60,992.00	$ 182,976.00		$ 97,443.45	$ 292,330.35
						Bidder's Price $12,814.00	Bidder's Price $38,442.00		Bidder's Price $10,794.00	Bidder's Price $32,382.00

City of El Paso
Bid Tabulation Form

Title: Personal Protective Equipment (PPE) Clothing, Cleaning, and Repair | Solicitation Number: 2026-0091

Bid Opening: February 4, 2026 | Department: Fire

					Fire-Dex Inc. dba Fire-Dex GW, LLC dba Gear Wash Medina, OH			Lion TotalCare, Inc. dba Lion Broup, Inc./Lion Dayton, OH		
					Bidder 1 of 2			Bidder 2 of 2		
Group II - Advanced Cleaning										
Item No.	Description	Unit of Measures	Minimum Approximate Quantities	Maximum Approximate Quantities	Price	Yearly Total C=AXB	3-Year Total D=CX3	Price	Yearly Total C=AXB	3-Year Total D=CX3
				(A)	(B)	(C)	(D)	(B)	(C)	(D)
1	Structural Coat	each	150	250	$24.20	$ 6,050.00	$ 18,150.00	$25.00	$ 6,250.00	$ 18,750.00
2	Structural Pant	each	200	300	$24.20	$ 7,260.00	$ 21,780.00	$25.00	$ 7,500.00	$ 22,500.00
				Group II Subtotal		$ 13,310.00	$ 39,930.00		$ 13,750.00	$ 41,250.00
Group III - Advanced Inspection										
Item No.	Description	Unit of Measures	Minimum Approximate Quantities	Maximum Approximate Quantities	Price	Yearly Total C=AXB	3-Year Total D=CX3	Price	Yearly Total C=AXB	3-Year Total D=CX3
				(A)	(B)	(C)	(D)	(B)	(C)	(D)
1	Structural Coat	each	150	250	$18.60	$ 4,650.00	$ 13,950.00	$10.00	$ 2,500.00	$ 7,500.00
2	Structural Pant	each	200	300	$18.60	$ 5,580.00	$ 16,740.00	$10.00	$ 3,000.00	$ 9,000.00
				Group III Subtotal		$ 10,230.00	$ 30,690.00		$ 5,500.00	$ 16,500.00
				Total Group I - III		$ 84,532.00	$ 253,596.00		$ 116,693.45	$ 350,080.35
						Bidder's Price $36,354.00	Bidder's Price $109,062.00		Bidder's Price $30,044.00	Bidder's Price $90,132.00
Option to extend the term of the agreement The City at its sole discretion, may exercise any option to extend the term of agreement, by giving the contractor written notice within the time period noted on the selected options. The term of this contract shall be based on one of the selections below and under the same terms and conditions. The city manager or designee may extend the options to extend. Bidders offers the City the option of extending the term of the contract for:										
Two (2) Additional Years At The Same Unit Price(s)					X			X		
No Option Offered										
Amendments Ackowledged:					Yes			Yes		

Bids Solicited: 491 Local Bids Solicited: 189 Bids Received: 2 Local Bids Received: 0 No Bid: 3

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

Online Views for 2026-0091 Personal Protective Equipment (PPE) Clothing, Cleaning, and Repair			
No.	**Participant Name**	**City**	**State**
1	Gear Wash (Fire-Dex GW, LLC)	Medina	OH
2	LION TotalCare (LION Group, Inc.)	Albany	NY
3	Zeraus Iluminacion	El Paso	TX
4	Unipak Corp.	West Long Branch	NJ
5	Bound Tree Medical, LLC	Chicago	IL
6	AEH Solutions (Amy E. Harmon)	El Paso	TX
7	betabros LLC	FORT WORTH	TX
8	Bright Masters Cleaning Services (Alphabird M&C LLC)	El Paso	TX
9	BZ DEFENSE LLC	ROUND ROCK	TX
10	Cat 5 Excavation & Demolition	El Paso	TX
11	data center warehouse llc	laguna hills	CA
12	DISCOUNT SAFETY	EL PASO	TX
13	EcoBio CLean	El Paso	TX
14	El Paso Community Foundation	El Paso	TX
15	El Paso Trench Safety, Inc.	El Paso	TX
16	FarrWest Environmental Supply	Universal City	TX
17	FOCALPOINT El Paso TX	El Paso	TX
18	HMART UNIFORM AND TACTICAL SUPPLY	El Paso	TX
19	Industrial Sales	El Paso	TX
20	Interboro Packaging Corp.	montgomery	NY
21	La Estrella Hosiery	El Paso	TX
22	LubeDash LLC	El Paso	TX
23	NAFECO (North American Fire Equipment Co. Inc.)	Decatur	AL
24	Nickes Medical Supply,LLC	El Paso	TX
25	Pro-Action, Inc. (ProAction Emergency Services Institute)	El Paso	TX
26	Promo Solutions	Frisco	TX
27	Proper Printshop Productions LLC	El Paso	TX
28	Queen Aesthetics	Houston	TX
29	RH Industries	El Paso	TX
30	Sandia International, Inc	Grand Prairie	TX
31	SCAN-LINK Technologies Inc.	Grimsby	ON Canada
32	Sellmark Corporation	Mansfield	TX
33	Selrico Services, Inc.	San Antonio	TX
34	Spark Multinational, LLC	El Paso	TX
35	Starbucks4321	El Paso	TX
36	The PlanIt Room	El Paso	TX
37	Totalskincare.com, LLC	Rockville	MD
38	Walker Systems78 LLC	Horizon City	TX

Inadequate Competition Survey

Number of views	38	
Sample Size Scale	**17 or less - Contact**	**4**
	18 to 23 - Contact	**5**
	24 to 27 - Contact	**6**
	28 or More - Contact	**25%**
Sample Size Selected	**4**	

Survey Questions:

Please indicate, why you did not respond to our soliciation?	Number of Responses	Pct
Did not receive the Bid Notification (Confirm address on file)	0	0%
Did not have time to respond	1	25%
Could not provide competitive pricing		0%
Could not meet the submission deadline	1	25%
Not interested		0%
Does not have equipment		0%
Out of business	1	25%
No response	1	25%
Total	4	100%

Please provide feedback to our Specification	Number of Responses	Pct
Specifications were good or adequate	2	50%
Specifications were not clear		0%
Could not meet specifications		0%
Specifications were lim mited or closed		0%
Did not receive/no opinion	2	50%
Just needed more time to review.		0%
Did not receive bid notification.		0%
Total	4	100%

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Allison DeCongelio
Business Name	Fire-Dex GW, LLC dba Gear Wash
Agenda Item Type	Contract Award
Relevant Department	Fire Department

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

[X] I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

[ ] I have made campaign contributions or donations totaling an aggregate of $500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: ADeConsello Date: 1/14/2026

RECEIVED
By City Clerk's Office at 8:24 am, May 28, 2026

CITY ATTORNEY'S OFFICE

AWARDEE LITIGATION REVIEW

May 28, 2026

The City Attorney's Office has reviewed whether or not the proposed awardee:

Fire-Dex Inc. dba Fire-Dex GW, LLC dba Gear Wash

has been involved in prior or active litigation with the City for a period of 10 years from the date of award:

X	No prior litigation has been found.
	Litigation Listing follows:

Caption	Parties	Causes of Action	Status of Case

Reviewed by: _____
Assistant City Attorney

File #: 26-0665, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 2
Real Estate Division, Mary Lou Espinoza, (915) 212-0825
Real Estate Division, Mandy Contreras, (915) 212-1874

AGENDA LANGUAGE:

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

An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Fire Development, LLC, for the purchase price of $87,000.00; such real property legally described as Lots 15 and 16, Block 17, Map of Lincoln Park Addition, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Volume 13, Page 63, Plat Records of El Paso County, Texas.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Real Estate

AGENDA DATE: 6/9/26

PUBLIC HEARING DATE: 6/23/26

CONTACT PERSON NAME: Mary Lou Espinoza **PHONE NUMBER:** 915-212-0825

2nd CONTACT PERSON NAME: Mandy Contreras **PHONE NUMBER:** 915-212-1874

DISTRICT(S) AFFECTED: 2

AGENDA ITEM:

An ordinance authorizing the conveyance of real property owned by the City of El Paso to Fire Development, LLC, for the purchase price of $87,000.00; such real property legally described as Lots 15 and 16, Block 17, Map of Lincoln Park Addition, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Volume 13, Page 63, Plat Records of El Paso County, Texas.

ISSUE STATEMENT:

City Council is asked to approve an ordinance that authorizes the City Manager, or designee, to effectuate the sale and closing of real property owned by the City of El Paso to Fire Development, LLC. Approval will result in $87,000 of revenue for the City.

BACKGROUND:

The City of El Paso desires to sell the real property parcel municipally identified as 4425 Rosa Avenue (PID 236416) consisting of approximately 0.14 acres of vacant land, that is proposed to be conveyed to Fire Development, LLC. The property was reviewed by City Council in Executive Session in September 2025.

The parcel was marketed through a licensed real estate broker in accordance with the Texas Local Government Code, Sections 253.014(b) and (d), which authorizes a home-rule municipality to contract with a broker for sale of municipal property and to sell such property after it has been listed for at least 30 days on a multiple-listing service to a qualified buyer submitting the highest cash offer.

COUNCIL OPTIONS:

1. Approve the sale as presented.
2. Decline approval and retain property as part of City inventory
3. Decline approval and direct staff to return with alternative options for land utilization.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

The property was vetted by multiple City departments through the Capital Assets & Real Estate (CARE) Committee. It has been identified as surplus property with no potential use for future City projects.

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

Not applicable

RELATED CITY POLICIES:

City Real Estate policy; Texas Local Government Code Section 253.014

PRIOR COUNCIL ACTION:

The property was reviewed by City Council in Executive Session in September 2025.

LEGAL REVIEW:

☐ *Legal counsel reviewed as a part of Council packet*

☑ *Legal counsel reviewed in advance of packet as an individual item*

AMOUNT AND SOURCE OF FUNDING:

Not applicable, it is a revenue generating item.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Not applicable

NAME	AMOUNT ($)

ATTACHMENTS:

A) Disclosure of Campaign Contributions and Donations Form
B) Ordinance
C) Contract of Sale and deed exhibit

FOR MORE INFORMATION:

Mary Lou Espinoza 915-212-0825 EspinozaM@elpasotexas.gov

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

SIGNATURE: _____

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

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

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Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name: Charlie B Garcia

Business Name: JC GAR, LLC

Agenda Item Type: Real Estate

Relevant Department: Real Estate

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2 92 080 of the El Paso Municipal Code

☑ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2 92 080 of the El Paso Municipal Code

OR

☐ I have made campaign contributions or donations totaling an aggregate of $500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge I understand that this disclosure is required by Title 2, Chapter 2 92 of the El Paso Municipal Code and is subject to verification by the city authorities Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature _____ Date 01/12/2026

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO FIRE DEVELOPMENT, LLC, FOR THE PURCHASE PRICE OF $87,000.00; SUCH REAL PROPERTY LEGALLY DESCRIBED AS LOTS 15 AND 16, BLOCK 17, MAP OF LINCOLN PARK ADDITION, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13, PAGE 63, PLAT RECORDS OF EL PASO COUNTY, TEXAS.

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

That the City Manager, or designee, is authorized to effectuate the sale and closing of the property legally described as Lots 15 and 16, Block 17, MAP OF LINCOLN PARK ADDITION, an addition to the City of El Paso, El Paso County, Texas, according to the Plat thereof recorded in Volume 13, Page 63, Plat Records of El Paso County, Texas, such property being owned by the City of El Paso, for the purchase price of $87,000.00. Further, the City Manager, or designee, is authorized to: (1) execute a Contract of Sale with Fire Development, LLC, (2) sign any and all documents necessary to effectuate the sale and closing of the property, and (3) exercise all rights and obligations as provided in the Contract of Sale; and (4) sign any contract amendments that do not affect the sale price, including but not limited to, time extensions associated with due diligence periods.

ADOPTED this _____ day of _____ 2026.

CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Mary Lou Espinoza
Capital Assets Manager
Real Estate Division

ORDINANCE NO. _____
HQ| Tran #27948 | Real Estate
PID #236416– Ordinance
RAB

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT OF SALE
PID 236416

This Contract of Sale ("**Agreement**") is made this _____ day of _____, 2026 ("**Effective Date**") between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas ("**Seller**") and Fire Development, LLC ("**Buyer**"). For the convenience of the parties, all defined terms appear in **bold face** print when first defined. The parties agree as follows:

SECTION 1. SALE AND PURCHASE AND CONVEYANCE OF THE PROPERTY.

A. Subject to the terms of this Agreement, the Seller will sell to the Buyer and the Buyer will purchase from the Seller the property described as follows and hereinafter referred to as the "**Property**":

Lots 15 and 16, Block 17, MAP OF LINCOLN PARK ADDITION, an addition to the City of El Paso, El Paso County, Texas, according to the Plat thereof recorded in Volume 13, Page 63, Plat Records of El Paso County, Texas.

SECTION 2. PURCHASE PRICE AND TITLE COMPANY.

A. The Buyer will pay the Seller a total amount of $87,000 for the Property ("**Purchase Price**"). The Purchase Price above is to be paid by the Buyer to the Seller through the Title Company selected by the Seller ("**Title Company**") at the Closing of this Agreement.

B. The Buyer will submit a check to the Title Company in the amount of $870 ("**Deposit**"), within 15 calendar days of the Effective Date. The Title Company will hold the Deposit in an escrow to be applied as provided by this Agreement. If the sale of the Property is in accordance with the provisions in this Agreement, then the Title Company will apply the Deposit to the Purchase Price of the Property at Closing.

C. The Title Company will act as the escrow holder in this transaction. The Seller will deliver signed copies of this Agreement to the Title Company which will serve as instructions for the closing of this transaction.

SECTION 3. SELLER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. To the best of the Seller's knowledge, the Seller warrants to the Buyer that:

1. The Seller has the full right to convey the Property, as such the Buyer's rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;

2. No leasehold rights or interests have been granted and are currently in effect involving

the Property;

3. No work has been performed on the Property or any materials have been provided for work on the Property that could result in a mechanic's or materialman's lien;

4. There are no pending claims of damage to property or injury to person occurring on the Property;

5. The Seller has not received any notices of condemnation regarding the Property; and

6. There are no unpaid utility bills or unfulfilled maintenance contracts regarding the Property.

7. Property Sold "As Is". **THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS", "WHERE IS" TRANSACTION. BUYER ACKNOWLEDGES AND AGREES THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, THE PURCHASE OF THE PROPERTY SHALL BE ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS" BASIS, SUBJECT TO ORDINARY WEAR AND TEAR FROM THE EFFECTIVE DATE UNTIL CLOSING, AND (B) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, SELLER HAS NO OBLIGATION TO REPAIR ANY DAMAGE TO OR DEFECT IN THE PROPERTY, REPLACE ANY OF THE PROPERTY OR OTHERWISE REMEDY ANY MATTER AFFECTING THE CONDITION OF THE PROPERTY. THIS PROVISION SHALL BE DEEMED TO SURVIVE THE CLOSING.**

B. OBLIGATIONS. The Seller will comply with the following obligations:

1. Within 15 business days of the Effective Date, the Seller will deliver the following documents to the Buyer, if such documents exist:

    a. Any "as-built" plans for any improvements on the Property, if any;

    b. Tax bills showing the amount of the current real property tax and the assessed value of the land; and

2. If the Seller has contracted a real estate broker or agent to represent the Seller in the transaction of this Agreement, then the Seller is responsible for the payments of that contract.

C. RIGHTS.

1. The Seller may select the Title Company that will assist with the sale of the Property. The Seller will forward this Agreement to the Title Company to be used at escrow instructions.

SECTION 4. BUYER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. The Buyer warrants that:

1. There will be no unpaid bills or claims in connection with the inspection of the Property;

B. OBLIGATIONS. The Buyer will comply with the following:

1. **AFTER THE CLOSING, THE BUYER WILL BE RESPONSIBLE FOR ALL ENVIRONMENTAL MATTERS THAT ARISE, EVEN IF SUCH ENVIRONMENTAL MATTERS WERE KNOWN BEFORE THE CLOSING. AFTER THE CLOSING, THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM LIABILITY FROM ENVIRONMENTAL PROBLEMS THAT AFFECT THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. THE BUYER INDEMNIFIES, HOLDS HARMLESS AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF THE SELLER'S REPRESENTATIVES. THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON THE SELLER IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.**

2. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that contract.

C. RIGHTS. The Buyer is responsible for all costs associated with exercising the following rights:

1. INSPECTION. The Buyer may inspect the Property within 30 days of the Effective Date of this Agreement ("**Inspection Period**"). The Buyer will be responsible for all

expenses related to the inspection or any other examination of the Property. The Buyer will ensure that its representatives, agents, consultants, or any other persons related to the inspection of the Property, if any, have general liability insurance of at least $500,000.00 and property damage insurance of at least $500,000.00 during the Inspection Period. The Buyer will ensure the insurance policies are with an insurance provider that is licensed in the State of Texas and are acceptable to the Seller. The Seller disclaims any warranties regarding the condition of the Property and/or the suitability of the Property. The Buyer may terminate this Agreement during the Inspection Period in accordance to Section 5(A)(1). The Buyer acknowledges that the Buyer was given an opportunity to inspect the Property, and is relying on information gathered during the inspection and not information provided to the Buyer by the Seller. The Buyer acknowledges that the information the Buyer has obtained about the Property has been from a variety of sources and that the Seller makes no representation as to the accuracy of that information. **THE BUYER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY'S OFFICER'S AND EMPLOYEES FROM ANY THIRD-PARTY CLAIMS RELATED TO ANY INSPECTIONS PERFORMED BY THE BUYER OR THE BUYER'S EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS. SUCH INDEMNIFICATION RESPONSIBILITY ON BUYER INCLUDES THE OBLIGATION TO PAY FOR ALL ATTORNEY'S FEES AND COURT COSTS INCURRED BY THE SELLER.**

2. TITLE INSURANCE Seller will provide Buyer with a current Title Commitment. Buyer shall pay the cost of the Title Commitment at Closing. Buyer acknowledges and agrees that the Closing of this transaction shall occur through the same title company selected by Seller that issued the Title Commitment and Buyer shall not substitute or require the use of a different title company without the prior approval of the Seller.

3. TITLE REVIEW PERIOD. The Buyer may review the commitment for title insurance within 15 calendar days of receiving the commitment for title insurance ("**Title Review Period**") and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer's objections, if any. If the Buyer does not send the Seller a written notice with the Buyer's objections within the Title Review Period, then the parties will proceed with the purchase and sale of the Property in accordance with the provisions of this Agreement. If the Seller receives objections from the Buyer, then the Seller will perform one of the following within 14 calendar days of receiving Buyer's objections:

    a. Notify the Buyer that the Seller will cure the Buyer's objections before the Closing Date. If the Seller elects this option, then the Seller will cure the Buyer's objections before the Closing Date;

    b. Notify the Buyer that the Seller will cure the Buyer's objections, however the Seller and the Buyer must agree to postpone the Closing Date to allow the Seller enough time to cure the Buyer's objections. The Seller or the Buyer may terminate this Agreement in accordance to Section 5(A)(3) if the Buyer refuses

to postpone the Closing Date; or

c. Notify the Buyer that the Seller will not cure the Buyer's objections. At that time, either party may elect to terminate this Agreement in accordance with Section 5(A)(3).

SECTION 5. TERMINATION.

A. This Agreement may be terminated as provided in this Section.

1. TERMINATION DURING INSPECTION PERIOD. The Buyer may terminate this Agreement for any reason at any time only during the Inspection Period by providing written notice to the Seller. The Buyer may afford the Seller a certain time to cure any defects on the Property that are discovered and notified to the Seller during the Inspection Period. The Seller may cure the defects notified by the Buyer or choose to terminate this Agreement if the Seller refuses to cure the defects. If the Buyer affords the Seller the opportunity to cure any defects, then the Seller will notify the Buyer whether it will cure the defects or terminate this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

2. TERMINATION FOR CAUSE. Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following written notice allowing for 15 calendar days opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Deposit made by the Buyer. If the Buyer terminates this Agreement for cause, then the Seller will refund the deposit to the Buyer and such will be the Buyer's sole remedy under this Agreement.

3. TERMINATION DURING TITLE REVIEW PERIOD. If during the Title Review Period, either party decides to terminate this Agreement, the terminating party must send a written termination notice to the nonterminating party within five (5) calendar days from the expiration of the Title Review Period and in accordance with Section 4 (C) (3). If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

4. TERMINATION FOR CASUALTY. If any damages occur to the Property before the Closing Date due to fire or another casualty, then the parties may mutually agree to postpone the Closing Date to allow the Seller time to repair the damages. The Buyer may only terminate this Agreement if the repairs to the Property by the Seller will lead to the Closing Date being postponed. If the Buyer does not want to postpone the Closing Date to allow the Seller to remedy the damages, then the Buyer may terminate this Agreement by sending a termination notice to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

SECTION 6. CLOSING.

A. Provided that the parties have not terminated this Agreement, the parties will meet all the obligations of this Agreement, including finalizing the sale and transfer of the Property ("**Closing**") within 30 calendar days following the expiration of the Inspection Period or such earlier date as may be specified by the Buyer by not less than five calendar days advance written notice to the Seller ("**Closing Date**"). A party's failure to meet all the obligations of this Agreement by or on the Closing Date is a breach of this Agreement.

B. SELLER'S OBLIGATIONS. Before or on the Closing Date the Seller will deliver the following to the Buyer through the Title Company:

1. A fully executed special warranty deed ("**Deed**") conveying title to the Property in a form substantially similar to the form included in this Agreement as **Attachment "A".** The Deed will convey the Property, subject to permitted exceptions and specifically excluding any water rights whatsoever.

2. All keys or other access devices in the possession of the Seller or its agents to the locks located on the Property, if any; and

3. Any other items requested by the Title Company reasonably necessary to finalize the closing of this Agreement.

C. BUYER'S OBLIGATIONS. At the closing of this Agreement the Buyer will deliver the following to the Seller through the Title Company:

1. The Purchase Price minus the Deposit that is being held by the Title Company.

2. All Closing Costs. The Buyer is responsible for paying all fees associated with the closing of this Agreement, including any Title Company escrow fees and any appraisal cost at Closing. The Buyer will be responsible for paying any fees related to recording the Deed.

3. Any other items requested by the Title Company to finalize the closing of this Agreement.

D. TAXES. General real estate taxes, if any, for the then current year relating to the Property will be prorated on midnight before the Closing Date. If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Land and Improvements. Within 30 Business Days after the actual taxes for the year in which the Closing occurs are determined, Seller and Buyer shall adjust the proration of such taxes and Seller and Buyer, as the case may be, shall pay to the other any amount required as a result of such adjustment and this covenant shall not merge with the

Deed delivered hereunder but shall survive the Closing. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller.

E. POSSESSION. Possession of the Property will be transferred to the Buyer from the Seller at the Closing of this Agreement, as such the Buyer acknowledges that the risk of loss transfers along with the possession of the Property.

SECTION 7. GENERAL PROVISIONS.

A. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.

B. INDEPENDENT CONTRACTOR RELATIONSHIP. This Agreement does not create an employee-employer relationship between the Buyer and the Seller. As such, the Seller is not subject to the liabilities or obligations the Buyer obtains under the performance of this Agreement.

C. TIME IS OF THE ESSENCE. The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement **"business days"** means Monday through Friday excluding City of El Paso holidays and **"calendar days"** means Monday through Sunday excluding City of El Paso holidays.

D. NOTICES. The parties will send all notices required by this Agreement in writing both postmarked and delivered by certified mail. All mailed notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

Seller:
The City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79950-1890
CityManager1@elpasotexas.gov

Copy:
City Attorney
City of El Paso
P.O. Box 1890
El Paso, Texas 79950-1890
CityAttorney@elpasotexas.gov

Copy:
City of El Paso
Real Estate Division
P.O. Box 1890

El Paso, Texas 79950-1890
RealEstate@elpasotexas.gov

To the Buyer:

Fire Development, LLC
Attn: Charlie B. Garcia
9362 Gateway East Blvd.
El Paso, Texas 79907
cbgarcia@icon.homes

E. CONFIDENTIALITY. The Buyer acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).

F. GOVERNING LAW. This Agreement is governed by Texas law.

G. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.

H. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.

I. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.

J. GOVERNMENTAL FUNCTIONS. The parties agree that the Seller is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the Seller is entering into this Agreement as a governmental entity performing a governmental function.

K. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.

L. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

M. SUCCESSORS AND ASSIGNS. This Agreement is binding on the Seller and the Buyer, and the Buyer's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.

N. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries for this Agreement.

O. REPRESENTATIONS AND WARRANTIES. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.

P. COUNTERPARTS. The parties may execute this Agreement in counterparts.

Q. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

(Space left intentionally blank)

(Signatures begin on the following pages)

EXECUTED by City the ___ day of _____, 20__.

SELLER:
CITY OF EL PASO, TEXAS

_____
Dionne L. Mack
City Manager

APPROVED AS TO FORM:
BY THE CITY ATTORNEY'S OFFICE

APPROVED AS TO CONTENT:

_____
Mary Lou Espinoza, Capital Assets Manager
Real Estate Division

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 20__, by Dionne L. Mack, as **City Manager** of the **City of El Paso, Texas**.

_____
Notary Public, State of Texas

My commission expires:

_____

EXECUTED by Buyer the 28 day of April, 2026.

BUYER:
Fire Development, LLC

By: _____
Charlie B. Garcia, Member

THE STATE OF Texas §
§
COUNTY OF El Paso §

This instrument was acknowledged before me on this 28th day of April, 2026 by _____, as _____ of the **Buyer**.

_____
Notary Public, State of Texas

My commission expires:

_____

CLARIBEL GARCIA
My Notary ID # 134981563
Expires July 9, 2028

ATTACHMENT "A"
FOR EXHIBIT PURPOSES ONLY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Effective Date: _____, {Year}

Grantor: **City of El Paso, Texas,** a Texas home-rule municipality

Grantor's Mailing Address: City of El Paso
P.O. Box 1890
El Paso, Texas 79950-1890

Grantee: {'General - Entity Legal Name'}

Grantee's Mailing Address: {'General - Entity Address'}

PROPERTY (INCLUDING ANY IMPROVEMENTS):

{'Property Legal Description'}, as more particularly described in **Attachment "A"**.

CONSIDERATION

$10.00 and other valuable consideration, receipt of which is hereby acknowledged.

EXCEPTIONS TO CONVEYANCE
To be added per title commitment.

RESERVATIONS TO CONVEYANCE
To be added.

WARRANTY AND CONVEYANCE

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and exceptions to warranty, GRANTS, SELLS, and CONVEYS to the GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to the GRANTEE, the GRANTEE'S administrators, successors and assigns forever. The GRANTOR binds the GRANTOR and the GRANTOR'S successors and assigns to warrant and forever defend all and singular the Property to the GRANTEE and the GRANTEE'S

administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor, but not otherwise.

EXCEPT AS EXPRESSLY PROVIDED IN THAT CERTAIN CONTRACT OF SALE DATED _____, 202__ BETWEEN THE GRANTOR AND THE GRANTEE, THE CONVEYANCE OF THE PROPERTY IS ON AN "AS IS" BASIS, WITH THE GRANTOR NOT MAKING, AND THE GRANTEE NOT RELYING UPON, ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, OTHER THAN SPECIAL WARRANTY OF TITLE.

IN WITNESS WHEREOF this Special Warranty Deed is executed this ____ day of _____, {Year}.

GRANTOR:
CITY OF EL PASO

By: _____
Dionne L. Mack, City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument was acknowledged before me on the ___ day of _____, {Year}, by Dionne L. Mack, City Manager, City of El Paso.

_____
Notary Public in and for the State of Texas

My Commission expires: _____

AFTER RECORDING, RETURN TO:

City of El Paso
City Clerk's Office
P.O. Box 1890
El Paso, TX 79950-1890

File #: 26-0648, **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 and Extraterritorial Jurisdiction
El Paso Water, Alex Vidales, (915) 594-5636
El Paso Water, Rocio Alvarado, (915) 594-5493

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 a deed and any other necessary documents to convey approximately 330.26 acres of land legally described as Laura E. Mundy Survey 234, a portion of Tract 2, El Paso County, Texas.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: EPWater-Land Management

AGENDA DATE: 6/9/26

PUBLIC HEARING DATE: 6/23/26

CONTACT PERSON NAME: Alex Vidales **PHONE NUMBER:** 915.594.5636

2nd CONTACT PERSON NAME: Rocio Alvarado **PHONE NUMBER:** 915.5945493

DISTRICT(S) AFFECTED: D1 and El Paso County

AGENDA ITEM:

Authorizing the City Manager to sign an Deed and any other necessary documents to convey approximately 330.26 acres of land legally described as: Laura E. Mundy Survey 234, a portion of Tract 2, El Paso County, Texas.

ISSUE STATEMENT:

This item would sell approximately 330 acres of property owned by the El Paso Water Utilities Public Service Board, a component unit of the City of El Paso, held as part of its water, wastewater and stormwater systems, to Hunt Communities Holdings, LLC. The property is located east of I-10 and south of Westway. The buyer would use the property for potential development.

BACKGROUND:

The property is owned by the El Paso Water Utilities Public Service Board ("EPWater"), a component unit of the City of El Paso, a Texas municipal corporation, as part of its water, wastewater and stormwater systems (the "System").

On December 13, 2017, the Public Service Board declared the property inexpedient to the system.

On July 17, 2020, EPWater opened bids for the property.

On August 12, 2020, the Public Service Board awarded the bid to Hunt Communities Holdings, LLC., and authorized the President/CEO of EPWater to proceed with the sale.

COUNCIL OPTIONS:

ecommended council action:

- Approve the Ordinance/item– MOTION: "I make a motion to approve Ordinance/Item___.""
- Ordinance attached

COMMITTEE REVIEW AND/OR RECOMMENDATION:

City Admin Review on July 2, 2018. Real Estate Manager requested "10 acres for municipal use within the 225 acres that are inside the City of El Paso's city limits."

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

The Public Service Board declared the property inexpedient to the system.

Individual council member briefings will be held via TEAMs and/or in person prior to 2nd Reading/Approval.

RELATED CITY POLICIES:

EPWater/City of El Paso Joint Resolution (approved March 31, 2010; amended September 26, 2012 and December 19, 2017)

PRIOR COUNCIL ACTION:

On May 14, 2019, Council approved the sale of approximately 74 acres of EPWater property to Northtowne Village Joint Venture.

LEGAL REVIEW:

☐ *Legal counsel reviewed as a part of Council packet*

☑ *Legal counsel reviewed in advance of packet as an individual item*

AMOUNT AND SOURCE OF FUNDING:

N.A.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N.A.

NAME	AMOUNT ($)

ATTACHMENTS:

A. DHS (Updated)
B. Ordinance
C. Deed 1 & 2
D. Purchase & Sales Agreement
E. Title Commitment
F. PSB Resolution

FOR MORE INFORMATION:

Alex Vidales 915.594.5636 avidales@epwater.org

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

SIGNATURE: 

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A DEED AND ANY OTHER NECESSARY DOCUMENTS TO CONVEY APPROXIMATELY 330.26 ACRES OF LAND LEGALLY DESCRIBED AS LAURA E. MUNDY SURVEY 234, A PORTION OF TRACT 2, EL PASO COUNTY, TEXAS.

WHEREAS, the El Paso Water Utilities Public Service Board ***("EPWater")***, for and on behalf of the City of El Paso, a Texas municipal corporation, holds certain real properties in its land inventory as part of its water, wastewater and stormwater systems (collectively the "**System**"); and,

WHEREAS, at its regular meeting on December 13, 2017, the Public Service Board determined approximately 330.26 acres of land legally described as Laura E. Mundy Survey 234, a portion of Tract 2, El Paso County, Texas, (the "***Property***"), to be inexpedient to the system; and,

WHEREAS, on July 17, 2020, EPWater opened bids for the Property; and,

WHEREAS, at its regular meeting on August 12, 2020, the Public Service Board awarded the bid and approved the sale of the Property to Hunt Communities Holdings, LLC.

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

That the City Manager is authorized to sign a Deed and any other necessary documents, in a form approved by the City Attorney's Office, for the sale of the following identified real property: approximately 330.26 acres, Laura E. Mundy Survey 234, a portion of Tract 2, El Paso County, Texas.

PASSED AND APPROVED this _____day of _____, 2026.

CITY OF EL PASO

_____
Renard U. Johnson,
Mayor

ATTEST:

_____
Laura D. Prine,
City Clerk

APPROVED AS TO FORM:

_____
Roberta Brito
Assistant City Attorney

APPROVED AS TO FORM:

_____
Melinda Becker
Assistant General Counsel

ORDINANCE NUMBER _____
Sale of Land – 330.26 Acres

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Effective Date: _____, 2026

Grantor: **THE 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: **Hunt Holdings Communities, LLC.**
_____
El Paso, TX _____

Consideration: TEN AND NO/100THS DOLLARS ($10.00), and other good and valuable consideration to the undersigned paid by Grantee, the receipt of which is hereby acknowledged.

Property (including any improvements):

That certain land located in El Paso County, Texas, as more particularly described by metes and bounds in **Exhibit A**, attached hereto and incorporated herein by reference, together with all improvements located on such land.

Severance of Groundwater Estate and Reservations from Conveyance:

Save and except:

The groundwater estate related to the Property, which is hereby severed from the Property and reserved by and for Grantor, for all purposes. The groundwater estate shall include, without limitation, the Groundwater and Groundwater Rights related to the Property. The term (i) "Groundwater" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath the surface of the Property; and (ii) "Groundwater Rights" shall mean (1) the right to access, test, capture, explore for, drill for, develop, withdraw, produce, store, treat, transport or otherwise acquire and beneficially use, reuse, or recharge, any and all of the Groundwater beneath the Property; (2) the right to apply for and obtain all permits, licenses, or other governmental authorizations relating to any of the foregoing, including but not limited to any permit issued by a groundwater conservation district or other governmental entity existing now or in the future and having jurisdiction over the Groundwater and/or the exploration, drilling, production, use, storage, treatment, reuse, recharge or transport of Groundwater that are necessary for the Grantee to exercise the rights conveyed under this Special Warranty Deed; and,

Those portions of property described in **Exhibit A-1**, **Exhibit A-2**, and **Exhibit B**.

Exceptions to Conveyance and Warranty:

1) Any and all claims of right, title and interest to the land, including but not limited to any right of possession or claim for damages relating to the land which has been asserted or may be asserted, of record or not, by or on behalf of any Indian or Indian Tribe, including but not limited to the Tigua Indian Tribe of El Paso, Texas, also known as Pueblo De La Ysleta del Sur, also known as the Ysleta del Sur Pueblo Indian Tribe, also known as the Tigua Indian Community, including by not limited to claims appearing in Affidavit of Julian Granillo, filed for record April 16, 1993, recorded in Volume 2553, Page 1958, Real Property Records of El Paso County, Texas
2) All minerals reserved to the State of Texas in Patent in Volume 1272, Page 557, Real Property Record, El Paso County, Texas.
3) Easement to EL PASO ELECTRIC COMPANY in Volume 1990, Page 82; Clerk's File No. 20060107712 and Clerk's File No. 20090001481, Real Property Records, El Paso County, Texas

GRANTOR AND GRANTEE AGREE THAT GRANTEE IS ACCEPTING THE PROPERTY FROM GRANTOR IN ITS "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION AND THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION OF THE PROPERTY.

Grantor, subject to the Severance of the Groundwater Estate and to Exceptions to Conveyance and Warranty set forth above, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise, except as to the Severance of the Groundwater Estate and Exceptions to Conveyance and Warranty set forth above.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED to be effective as of the date first stated above.

Buyer Initials: ___ ____

GRANTOR:

THE CITY OF EL PASO,
a Texas municipal corporation

By: _____
Name: Dionne Mack
Title: City Manager

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Dionne Mack, City Manager of the City of El Paso.

_____
NOTARY PUBLIC, State of Texas

Buyer Initials: ___ ____

Prepared for: EPW
September 18, 2018

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

Description of a parcel of land, being a portion Laura E. Mundy Survey No. 234, City of El Paso and El Paso County, Texas and a portion of Laura E. Mundy Survey No. 234, El Paso County, Texas and being more particularly described by Metes and Bounds as follows:

The **"TRUE POINT OF BEGINNING" being** a found 1" pipe for the Northeast corner of Laura E. Mundy Survey No. 234 from which a found 2" pipe for the northwesterly corner of Nellie D Mundy Survey No. 254 bears, North 03°13'15" East a distance of 2900.87 feet;

Thence along the common line of Nellie D. Mundy Survey No. 254 and Laura E, Mundy Survey No. 234, South 03°11'52" West a distance of 4417.81 feet to a set ½" rebar for the southwest corner of Nellie D. Mundy Survey No. 234

Thence along the common line of Nellie D. Mundy Surveys No. 234 and 237, North 86°46'47" West a distance of 3250.24 feet to a set ½" rebar;

Thence, South 79°22'41" West a distance of 1048.40 feet to a found ½" rebar with cap marked TX 5152 on the easterly right of way line of U.S. Interstate Highway No. 10;

Thence, North 89°36'42" West a distance of 1110.70 feet to a set ½" rebar on the Easterly right of way line of U.S. Interstate Highway No. 10;

Thence along said right of way line the following 5 courses:

North 03°14'49" East (North 00°04'30" East TX DOT R.O.W. Map) distance of 1691.28 feet to a set ½" rebar;

North 03°52'41" West (North 07°03'00" West, TX DOT R.O.W. Map) a distance of 201.56 feet to a set ½" rebar;

North 03°14'49" East (North 00°04'30" East, TX DOT R.O.W. Map) a distance of 1300.44 feet to a set ½" rebar;

North 10°22'19" East (North 07°12'00" East, TX DOT R.O.W. Map) a distance of 201.56 feet to a set ½" rebar;

North 03°14'49" East (North 00°04'30" East TX DOT R.O.W. Map) a distance of 641.26 feet to a set ½" rebar on the northerly line of Nellie D. Mundy Survey No. 234;

CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM NO. 10078100

Buyer Initials: ___ ____

Thence along said line, South 86°48'08' East a distance of 3246.45 feet to the TRUE POINT OF BEGINNING" and containing 14,385,995 Square Feet or 330.26 acres of land more or less.

Note: A drawing of even date accompanies this description.

Bearings and Coordinates referenced to the Texas State Plane Coordinate System, Central Zone, NAD 83, Converted to surface with an adjustment factor of 1.0001714072, U.S. Survey Feet.

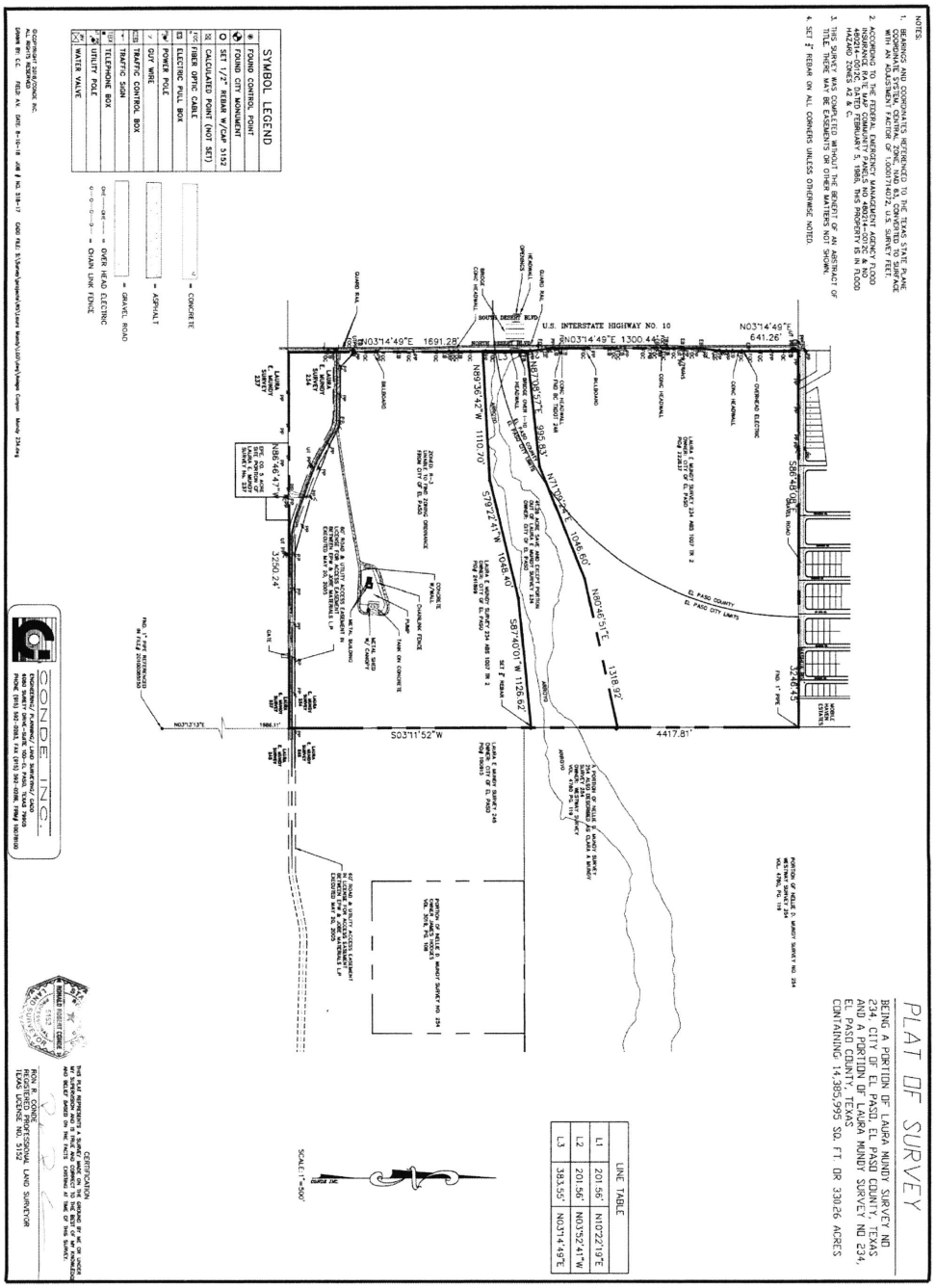
Ron R. Conde
R.P.L.S. No. 5152



job # 518-17

Ron R. Conde
R.P.L.S. No. 5152

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM NO. 10078100



[EXHIBIT "A" TO PURCHASE AND SALE AGREEMENT – EPWATER AND HUNT COMMUNITIES HOLDING, LLC]

WJC

Buyer Initials: ___ ____

EXHIBIT "A-1"

Prepared For: Hunt Communities GP LLC
Date: 01-10-2023
Being a portion of Tract 2, Laura E. Mundy Survey 234
El Paso County, Texas
W.O. # 112822-5
File Name: Geo Ref NWtopo HUNT FILL M&B 01-09-23.doc

METES AND BOUNDS DESCRIPTION

Description of a 21.93-acre parcel of land more or less, being a Portion of Tract 2, Laura E. Mundy Survey No. 234, El Paso County, Texas, and being more particularly described by metes and bounds as follows to wit:

Commencing at a found cap marked IRA Harding located at the common corner of Laura E Mundy 234, Laura E Mundy 237, Laura E Mundy 245 and Clara A. Mundy Survey 254 from which a found pipe with cap marked EPNG 1977 BSE located at the southeast corner of Clara A. Mundy Survey 254 bears South 86°44'27" East a distance of 5280.81 feet, Thence North 86°42'28" West a distance of 794.41 feet to a point, Thence South 03°17'32" West a distance of 114.82 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572, said rebar being the Point of Beginning;

Thence South 03°17'32" West a distance of 819.99 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence South 86°46'58" East a distance of 230.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence South 03°17'32" West a distance of 530.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 86°46'58" West a distance 500.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 03°17'32" East a distance of 260.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 86°46'58" West a distance of 430.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 03°17'32" East a distance of 1089.99 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence South 86°46'58" East a distance of 699.99 feet to the Point of Beginning and containing in all 955,084 square feet or 21.93 acres of land more or less.

01/11/2023

CHARLES H. GUTIERREZ R.P.L.S. 5572
H2O-Terra

STATE OF TEXAS
REGISTERED
Charles Henry Gutierrez
5572
PROFESSIONAL
LAND SURVEYOR

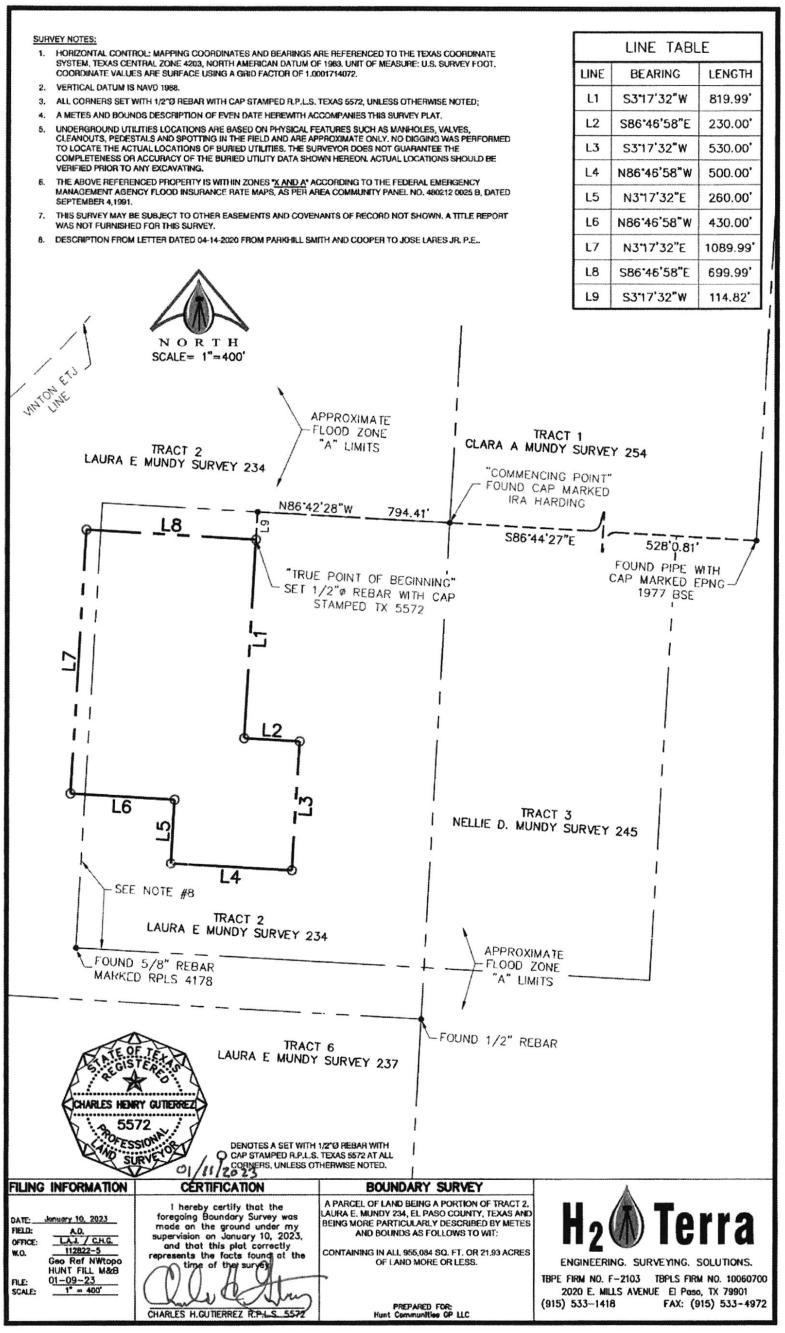
WJC

Buyer Initials: ___ ____

NOTES:

1. HORIZONTAL CONTROL: MAPPING COORDINATES AND BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983. UNIT OF MEASURE: U.S. SURVEY FOOT. COORDINATE VALUES ARE SURFACE USING A GRID FACTOR OF 1.0001714072.

2. A SURVEY PLAT OF EVEN DATE HEREWITH ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.



[EXHIBIT "A-1" TO PURCHASE AND SALE AGREEMENT – EPWATER AND HUNT COMMUNITIES HOLDING, LLC]

WJC

Buyer Initials: ___ ____

EXHIBIT "A-2"

Prepared For: Hunt Communities GP LLC
Date: 03-07-2023
Being a portion of Tract 2, Laura E. Mundy Survey 234
El Paso County, Texas
W.O. # 112822-5
File Name: Geo Ref NWtopo HUNT FILL EAST M&B 03-07-23.doc

METES AND BOUNDS DESCRIPTION

Description of a 11.856-acre parcel of land more or less, being a Portion of Tract 2, Laura E. Mundy Survey No. 234, El Paso County, Texas, and being more particularly described by metes and bounds as follows to wit:

Commencing at a found cap marked IRA Harding located at the common corner of Laura E Mundy 234, Laura E Mundy 237, Laura E Mundy 245 and Clara A. Mundy Survey 254 from which a found pipe with cap marked EPNG 1977 BSE located at the southeast corner of Clara A. Mundy Survey 254 bears South 86°44'27" East a distance of 5280.81 feet, Thence North 86°42'28" West a distance of 794.41 feet to a point, Thence South 03°17'32" West a distance of 222.36 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572, said rebar being the Point of Beginning;

Thence South 86°42'28" East a distance of 530.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence South 03°17'32" West a distance of 1,175.69 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 86°42'28" West a distance 300.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 03°17'32" East a distance of 464.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 86°46'58" West a distance of 230.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 03°17'32" East a distance of 711.99 feet to the Point of Beginning and containing in all 516,431 square feet or 11.856 acres of land more or less.

STATE OF TEXAS
REGISTERED
Charles Henry Gutierrez
5572
PROFESSIONAL
LAND SURVEYOR

03-07-2023
CHARLES H. GUTIERREZ R.P.L.S. 5572
H2O-Terra

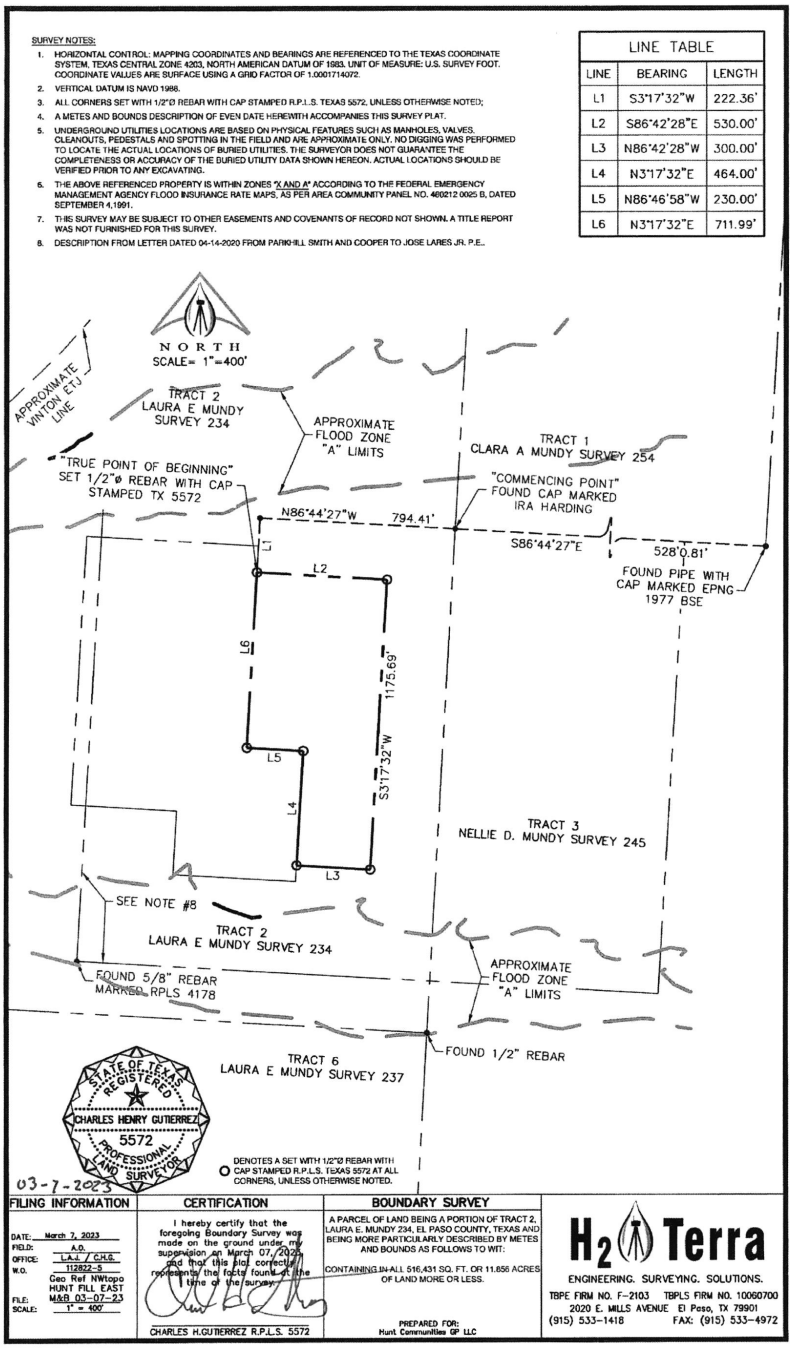
WJC

Buyer Initials: ___ ____

NOTES:

1. HORIZONTAL CONTROL: MAPPING COORDINATES AND BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983. UNIT OF MEASURE: U.S. SURVEY FOOT. COORDINATE VALUES ARE SURFACE USING A GRID FACTOR OF 1.0001714072.

2. A SURVEY PLAT OF EVEN DATE HEREWITH ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.



[EXHIBIT "A-2" TO PURCHASE AND SALE AGREEMENT – EPWATER AND HUNT COMMUNITIES HOLDING, LLC]

WJC

Buyer Initials: ___ ____

EXHIBIT "B"

Prepared for: EPW
August 10, 2018
(Laura E Mundy 234 Flow Path)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land, being a portion Laura E. Mundy Survey No. 234, City of El Paso and El Paso County, Texas and a portion of Laura E. Mundy Survey No. 234, El Paso County, Texas and being more particularly described by Metes and Bounds as follows:

Commencing for reference at a found 1" pipe for the Northeast corner of Laura E. Mundy Survey No. 234 from which a set ½" rebar for the southeast corner of Laura E. Mundy Survey No. 234 bears South 03°11'52" West a distance of 4417.81 feet; Thence along the common line of Nellie D. Mundy Survey No. 254 and Laura E, Mundy Survey No. 234 South 03°11'52" West a distance of 1560.41 feet to a set ½" rebar for the **"TRUE POINT OF BEGINNING"**

Thence continuing along said line, South 03°11'52" West a distance of 751.40 feet to a set ½" rebar;

Thence leaving said line, South 87°40'01" West a distance of 1126.62 feet to a set ½" rebar;

Thence, South 79°22'41" West a distance of 1048.40 feet to a set ½" rebar;

Thence, North 89°36'42" West a distance of 1110.70 feet to a set ½" rebar on the Easterly right of way line of U.S. Interstate Highway No. 10;

Thence along said right of way line, North 03°14'49" East a distance of 383.55 feet to a set ½" rebar;

Thence leaving said line, North 87°08'57" East a distance of 995.83 feet to a set ½" rebar;

Thence, North 71°09'24" East a distance of 1046.60 feet to a set ½" rebar;

Thence, North 80°46'51' East a distance of 1318.92 feet to the TRUE POINT **OF BEGINNING"** and containing 1,798,151 Square Feet or 41.28 acres of land more or less.

Note: A drawing of even date accompanies this description.

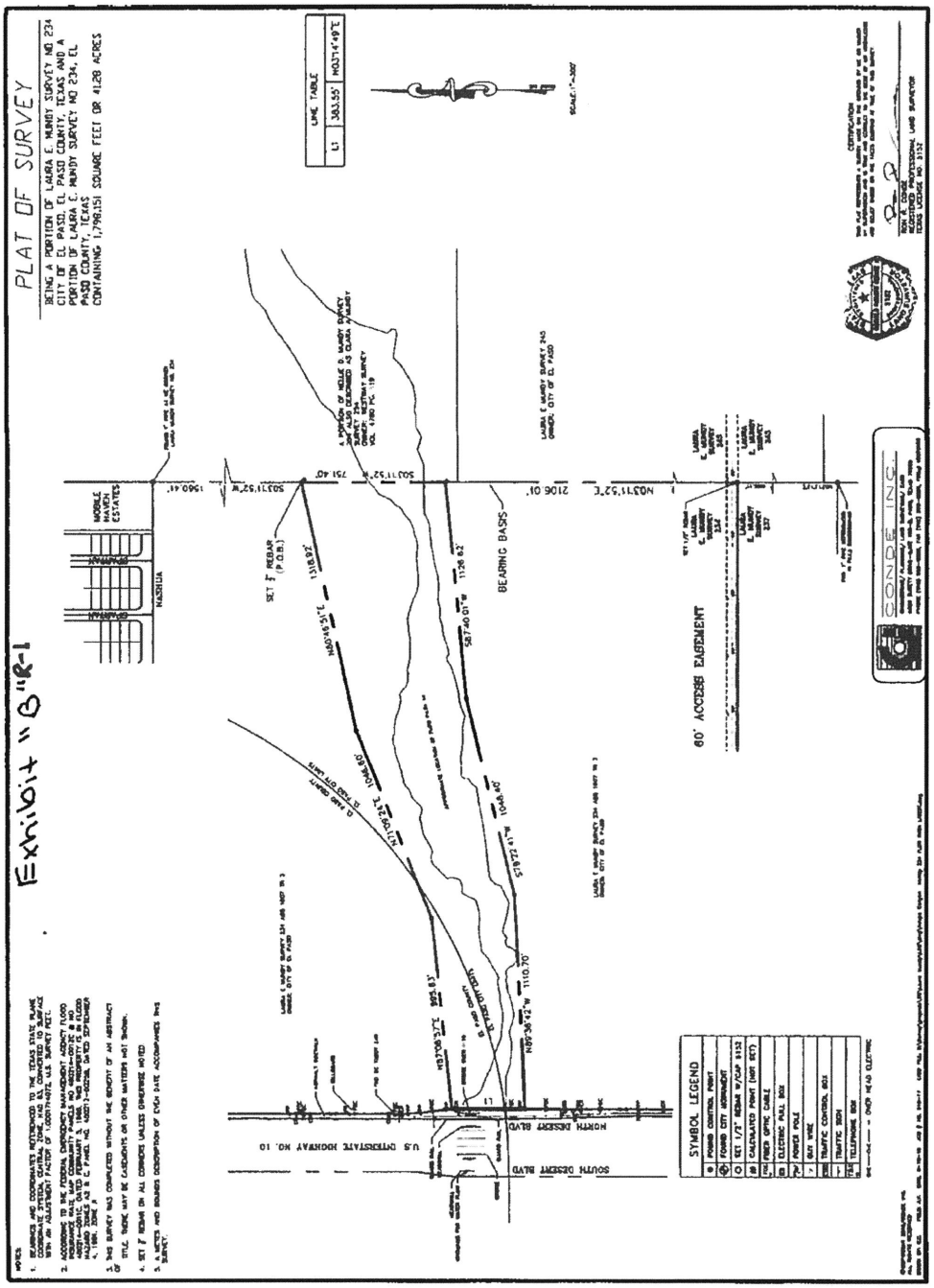
Bearings and Coordinates referenced to the Texas State Plane Coordinate System, Central Zone, NAD 83, Converted to surface with an adjustment factor of 1.0001714072, U.S. Survey Feet.

Ron R. Conde
R.P.L.S. No. 5152

STATE OF TEXAS REGISTERED RONALD ROBERT CONDE 5152 PROFESSIONAL LAND SURVEYOR

CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM NO. 10078100

Buyer Initials: ___ ____



[EXHIBIT "B" TO PURCHASE AND SALE AGREEMENT – EPWATER AND HUNT COMMUNITIES HOLDING, LLC]

Buyer Initials: ___ ____

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Effective Date: _____, 2026

Grantor: **THE 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: Hunt Avispa Landfill, LLC, a Texas limited liability company
_____, _____.
_____
El Paso, TX _____

Consideration: TEN AND NO/100THS DOLLARS ($10.00), and other good and valuable consideration to the undersigned paid by Grantee, the receipt of which is hereby acknowledged.

Property (including any improvements):

That certain land located in El Paso County, Texas, as more particularly described by metes and bounds in **Exhibit A-1 and A-2**, attached hereto and incorporated herein by reference, together with all improvements located on such land.

Severance of Groundwater Estate and Reservations from Conveyance:

Save and except:

The groundwater estate related to the Property, which is hereby severed from the Property and reserved by and for Grantor, for all purposes. The groundwater estate shall include, without limitation, the Groundwater and Groundwater Rights related to the Property. The term (i) "Groundwater" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath the surface of the Property; and (ii) "Groundwater Rights" shall mean (1) the right to access, test, capture, explore for, drill for, develop, withdraw, produce, store, treat, transport or otherwise acquire and beneficially use, reuse, or recharge, any and all of the Groundwater beneath the Property; (2) the right to apply for and obtain all permits, licenses, or other governmental authorizations relating to any of the foregoing, including but not limited to any permit issued by a groundwater conservation district or other governmental entity existing now or in the future and having jurisdiction over the Groundwater and/or the exploration, drilling, production, use, storage, treatment, reuse, recharge or transport of Groundwater that are necessary for the Grantee to exercise the rights conveyed under this Special Warranty Deed; and,

Exceptions to Conveyance and Warranty:

1) Any and all claims of right, title and interest to the land, including but not limited to any right of possession or claim for damages relating to the land which has been asserted or may be asserted, of record or not, by or on behalf of any Indian or Indian Tribe, including but not limited to the Tigua Indian Tribe of El Paso, Texas, also known as Pueblo De La Ysleta del Sur, also known as the Ysleta del Sur Pueblo Indian Tribe, also known as the Tigua Indian Community, including by not limited to claims appearing in Affidavit of Julian Granillo, filed for record April 16, 1993, recorded in Volume 2553, Page 1958, Real Property Records of El Paso County, Texas
2) All minerals reserved to the State of Texas in Patent in Volume 1272, Page 557, Real Property Record, El Paso County, Texas.
3) Easement to EL PASO ELECTRIC COMPANY in Volume 1990, Page 82; Clerk's File No. 20060107712 and Clerk's File No. 20090001481, Real Property Records, El Paso County, Texas

GRANTOR AND GRANTEE AGREE THAT GRANTEE IS ACCEPTING THE PROPERTY FROM GRANTOR IN ITS "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION AND THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION OF THE PROPERTY.

Grantor, subject to the Severance of the Groundwater Estate and to Exceptions to Conveyance and Warranty set forth above, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise, except as to the Severance of the Groundwater Estate and Exceptions to Conveyance and Warranty set forth above.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED to be effective as of the date first stated above.

Buyer Initials: ___ ____

GRANTOR:

THE CITY OF EL PASO,
a Texas municipal corporation

By: _____
Name: Dionne Mack
Title: City Manager

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Dionne Mack, City Manager of the City of El Paso.

_____
NOTARY PUBLIC, State of Texas

Buyer Initials: ___ ____

EXHIBIT "A-1"

Prepared For: Hunt Communities GP LLC
Date: 01-10-2023
Being a portion of Tract 2, Laura E. Mundy Survey 234
El Paso County, Texas
W.O. # 112822-5
File Name: Geo Ref NWtopo HUNT FILL M&B 01-09-23.doc

METES AND BOUNDS DESCRIPTION

Description of a 21.93-acre parcel of land more or less, being a Portion of Tract 2, Laura E. Mundy Survey No. 234, El Paso County, Texas, and being more particularly described by metes and bounds as follows to wit:

Commencing at a found cap marked IRA Harding located at the common corner of Laura E Mundy 234, Laura E Mundy 237, Laura E Mundy 245 and Clara A. Mundy Survey 254 from which a found pipe with cap marked EPNG 1977 BSE located at the southeast corner of Clara A. Mundy Survey 254 bears South 86°44'27" East a distance of 5280.81 feet, Thence North 86°42'28" West a distance of 794.41 feet to a point, Thence South 03°17'32" West a distance of 114.82 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572, said rebar being the Point of Beginning;

Thence South 03°17'32" West a distance of 819.99 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence South 86°46'58" East a distance of 230.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence South 03°17'32" West a distance of 530.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 86°46'58" West a distance 500.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 03°17'32" East a distance of 260.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 86°46'58" West a distance of 430.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 03°17'32" East a distance of 1089.99 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence South 86°46'58" East a distance of 699.99 feet to the Point of Beginning and containing in all 955,084 square feet or 21.93 acres of land more or less.

01/11/2023

CHARLES H. GUTIERREZ R.P.L.S. 5572
H2O-Terra

STATE OF TEXAS REGISTERED Charles Henry Gutierrez 5572 PROFESSIONAL LAND SURVEYOR

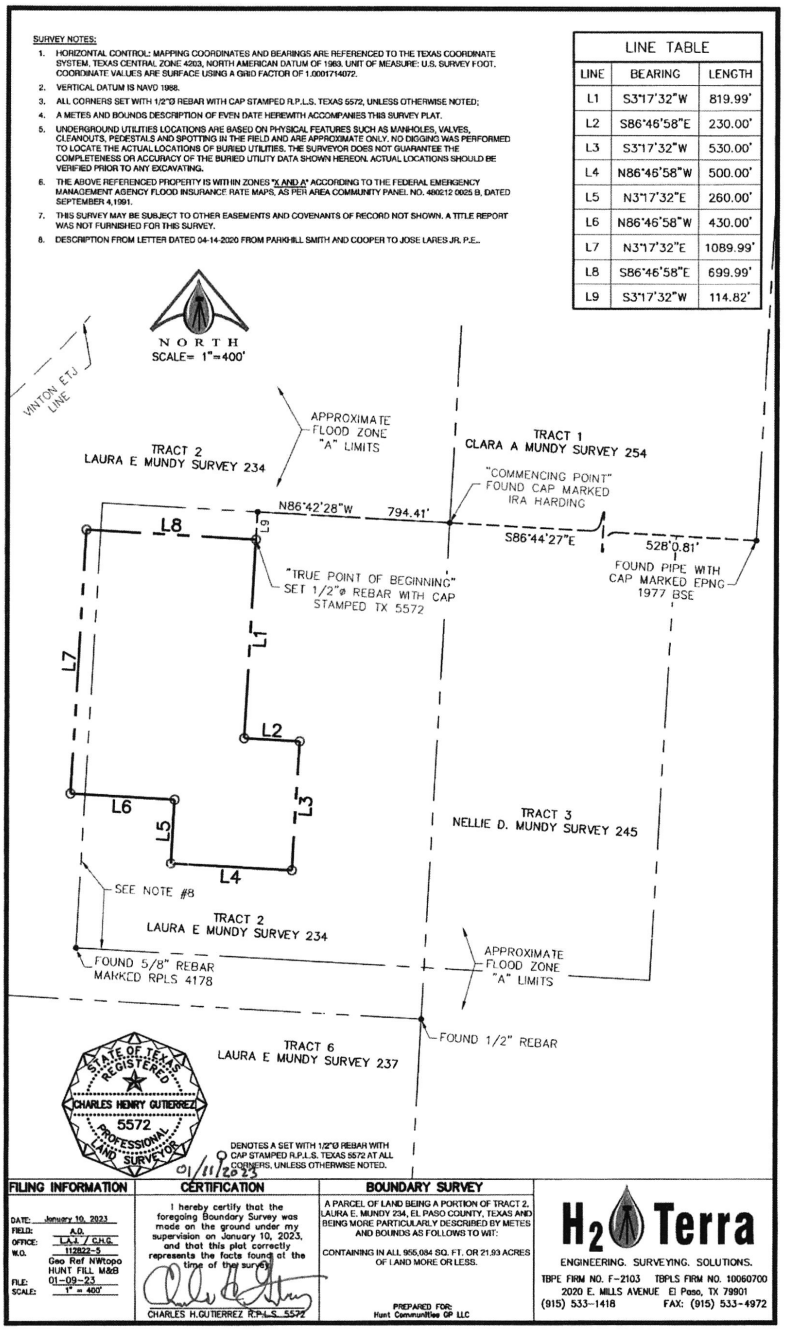
WJC

Buyer Initials: ___ ____

NOTES:

1. HORIZONTAL CONTROL: MAPPING COORDINATES AND BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983. UNIT OF MEASURE: U.S. SURVEY FOOT. COORDINATE VALUES ARE SURFACE USING A GRID FACTOR OF 1.0001714072.

2. A SURVEY PLAT OF EVEN DATE HEREWITH ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.



[EXHIBIT "A-1" TO PURCHASE AND SALE AGREEMENT – EPWATER AND HUNT COMMUNITIES HOLDING, LLC]

WJC

Buyer Initials: ___ ____

EXHIBIT "A-2"

Prepared For: Hunt Communities GP LLC
Date: 03-07-2023
Being a portion of Tract 2, Laura E. Mundy Survey 234
El Paso County, Texas
W.O. # 112822-5
File Name: Geo Ref NWtopo HUNT FILL EAST M&B 03-07-23.doc

METES AND BOUNDS DESCRIPTION

Description of a 11.856-acre parcel of land more or less, being a Portion of Tract 2, Laura E. Mundy Survey No. 234, El Paso County, Texas, and being more particularly described by metes and bounds as follows to wit:

Commencing at a found cap marked IRA Harding located at the common corner of Laura E Mundy 234, Laura E Mundy 237, Laura E Mundy 245 and Clara A. Mundy Survey 254 from which a found pipe with cap marked EPNG 1977 BSE located at the southeast corner of Clara A. Mundy Survey 254 bears South 86°44'27" East a distance of 5280.81 feet, Thence North 86°42'28" West a distance of 794.41 feet to a point, Thence South 03°17'32" West a distance of 222.36 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572, said rebar being the Point of Beginning;

Thence South 86°42'28" East a distance of 530.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence South 03°17'32" West a distance of 1,175.69 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 86°42'28" West a distance 300.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 03°17'32" East a distance of 464.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 86°46'58" West a distance of 230.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 03°17'32" East a distance of 711.99 feet to the Point of Beginning and containing in all 516,431 square feet or 11.856 acres of land more or less.

STATE OF TEXAS
REGISTERED
Charles Henry Gutierrez
5572
PROFESSIONAL
LAND SURVEYOR

03-07-2023
CHARLES H. GUTIERREZ R.P.L.S. 5572
H2O-Terra

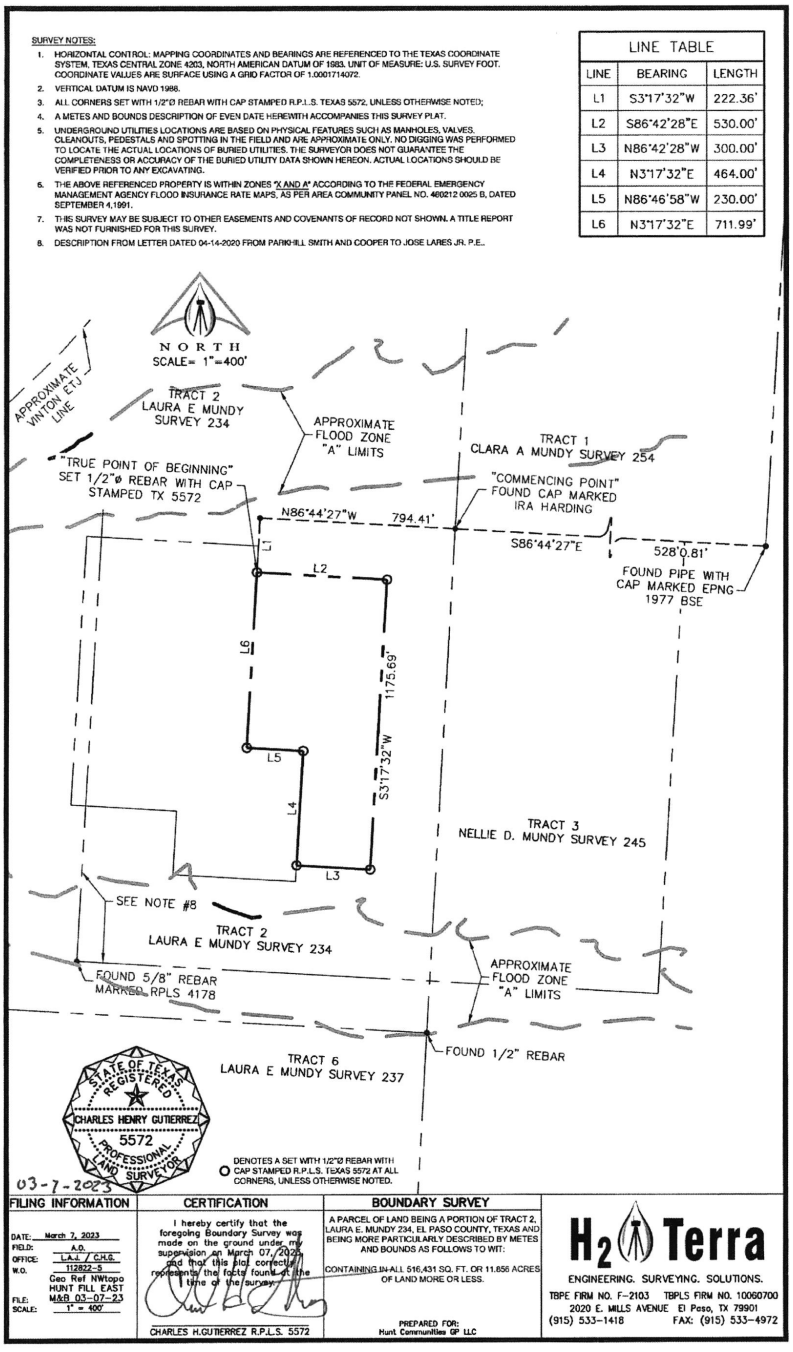
WJC

Buyer Initials: ___ ____

NOTES:

1. HORIZONTAL CONTROL: MAPPING COORDINATES AND BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983. UNIT OF MEASURE: U.S. SURVEY FOOT. COORDINATE VALUES ARE SURFACE USING A GRID FACTOR OF 1.0001714072.

2. A SURVEY PLAT OF EVEN DATE HEREWITH ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.



[EXHIBIT "A-2" TO PURCHASE AND SALE AGREEMENT – EPWATER AND HUNT COMMUNITIES HOLDING, LLC]

WJC

Buyer Initials: ___ ____

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "***Agreement***") is entered into by and between **EL PASO WATER UTILITIES – PUBLIC SERVICE BOARD**, a component unit of the City of El Paso, Texas, a Texas municipal corporation ("***Seller***"), and **HUNT COMMUNITIES HOLDING, LLC**, a Texas limited liability company, or its assigns ("***Buyer***"). Seller and Buyer are sometimes each referred to individually herein as, a "***Party***" and collectively as, the "***Parties***".

WHEREAS, Seller is the owner of the Property (as defined and more fully described below);

WHEREAS, Seller offered the Property for sale through the sealed bid procedure set forth in Texas Government Code, Section 272.001;

WHEREAS, Buyer was the sole bidder to purchase the Property from Seller in its "as-is, where-is and with all faults" condition and in accordance with the Bid Terms (as defined below) and the terms set forth in this Agreement; and

WHEREAS, Seller desires to sell the Property to Buyer in its "as-is, where-is and with all faults" condition and in accordance with the Bid Terms and the terms set forth in this Agreement.

NOW THEREFORE, for and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Description of Property. Seller hereby agrees to sell and convey, and Buyer hereby agrees to accept and acquire, the following described real property located in El Paso County, Texas:

> An approximate 330.26 acre portion, more or less, out of Laura E. Mundy Survey No. 234, City of El Paso and El Paso County, Texas, such portion being legally described by metes and bounds in **Exhibit "A"**, attached hereto and incorporated herein for all purposes, together with any interest, if any, in: (i) all improvements and fixtures located thereon; and (ii) all easements, appurtenances, and rights-of-way, and all interests in, on or to, any land, highway or street, in, on, across, in front of, abutting, or adjoining any such real property, SAVE AND EXCEPT Flow Path 44, also known as Avispa Canyon ("***Avispa Canyon***"), which is described by metes and bounds on **Exhibit "B"** attached hereto and incorporated herein for all purposes (collectively, the "***Property***").

Notwithstanding anything in this Agreement to the contrary, the Property will be sold and conveyed subject to: (i) the Reservations (as defined below); and (ii) all easements, restrictions, reservations, rights of way, dedications, conditions, and other encumbrances of record or apparent upon the Property.

The following conditions will be applicable to the sale of the Property:

1.1 Reliance on Buyer's Own Diligence. It is acknowledged and agreed that Buyer: (i) has conducted and is relying solely on its own due diligence concerning the Property, including, without limitation, reviewing any archeological or environmental reports, studies, or surveys of the Property that Buyer, in its sole discretion, has desired to perform or cause to be performed; and (ii) has determined that the Property is suitable for its intended purposes. Mitigation or remediation of any conditions on the Property, including, without limitation, archeological sites or any environmental conditions, shall be at the sole cost and expense of Buyer who shall take the Property at Closing (as defined below) subject to the Reservation and all conditions existing on the Property as of the date of Buyer's signature to this Agreement. By its signature hereto, Buyer

accepts responsibility for its own determination of the nature and extent of any matters relating to the Property, including, without limitation, archeological sites, hazardous materials, and/or environmental issues.

1.2 Reservations by Seller. As provided in Section 6.4, the Property shall be conveyed to Buyer and to an affiliate of Buyer at Closing subject to the following (collectively, the "***Reservations***"):

(a) **40' Easement Reservation.** A reservation by Seller of an exclusive 40' perpetual easement (the "***40' Easement***") for water and sanitary sewer utilities, which is described by metes and bounds on **Exhibit "C"** attached hereto and incorporated herein for all purposes. No permanent structures or buildings will be permitted over the 40' Easement; provided, however, Buyer, and its successors and assigns: (i) shall have the right to cross the 40' Easement with underground or overhead electric, gas, telephone, and internet utilities and to maintain, repair, and replace such utilities; (ii) shall have the right to cross the 40' Easement with underground water, sewer, and drainage utilities and to maintain, repair, and replace such utilities; (iii) shall have the right of pedestrian and vehicular access ingress and egress over, upon and across the 40' Easement; and (iv) may, at its sole cost and expense, construct, install, maintain, repair and replace entry monuments, signage, landscaping, fences, sidewalks, driveways, platted roadways, and/or parking surfacing over and upon the 40' Easement, in each case subject to Seller's review and prior written approval of the plans for such improvements; provided, that such approval will not be unreasonably withheld, conditioned or delayed so long as such improvements will not, in Seller's reasonable judgement, unreasonably interfere with the Seller's use of the 40' Easement. The improvements listed in Subsections 1.2(a)(i) and 1.2(a)(ii) above may be referred to herein collectively, as the "***Additional Utilities***". The Additional Utilities: (1) shall be clearly marked and clearly identifiable to Seller's reasonable satisfaction at Buyer's sole cost and expense; (2) may only cross Seller's infrastructure and facilities *above* Seller's infrastructure and facilities and then only at an angle of approximately ninety (90) degrees to Seller's infrastructure and facilities (other proposed crossing angles must be approved by Seller in writing, which approval shall not be unreasonably withheld, conditioned or delayed); (3) may cross Seller's infrastructure and facilities *below* Seller's infrastructure and facilities and then only at an angle as close to ninety (90) degrees as reasonably practical; (4) at any point where the Additional Utilities cross Seller's infrastructure and facilities, as provided in the immediately preceding subsections (2) and (3), the Additional Utilities shall cross Seller's infrastructure and facilities no closer than twenty-four inches (24") from the edge of Seller's infrastructure and facilities nearest to the Additional Utilities at the point of crossing; (5) are granted on the express condition that they are and shall forever be subordinate and subject to Seller's rights under the 40' Easement; and (6) shall comply with, and be installed and maintained in compliance with Applicable Law (as defined below). Prior to commencing any work, installation, or maintenance of the Additional Utilities pursuant to this Section 1.2(a) that involves any type of digging or excavation on, under, or near the 40' Easement, such individual, person, or entity performing the work shall: (a) visually verify the top and bottom of Seller's infrastructure and facilities, as applicable; (b) calculate the top and bottom of Seller's infrastructure and facilities, as applicable, using material information provided by Seller, which information Seller agrees to provide to such individual, person, or entity performing the work within thirty (30) days of such individual's, person's, or entity's written request to Seller; (c) obtain permission (such permission not to be unreasonably withheld) from Seller for such Additional Utilities and obtain any required documentation that Seller may reasonably require; and (d) provide proof of insurance reasonably acceptable to Seller and, if reasonably required, any indemnity, surety, construction, and/or completion bonds. Buyer shall indemnify, defend, and hold Seller and its agents, employees, officers, representatives, successors, and assigns harmless for the construction, installation, maintenance, and work related to the Additional Utilities.

(b) **Surface Water and Groundwater Reservation.** Any rights to: (i) the use of any and all surface water (including pursuant to any government or other permits) appurtenant or in any way related to the Property, and (ii) the entire groundwater estate related the Property, including without limitation, the Groundwater (as defined below) and Groundwater Rights (as defined below), are, in each case, reserved by Seller for its exclusive use and benefit (collectively, the "***Water Rights Reservation***"). The term "***Groundwater***" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath

the surface of the Property. The term "***Groundwater Rights***" shall mean: (1) the right to access, test, capture, explore for, drill for, develop, withdraw, produce, store, treat, transport or otherwise acquire and beneficially use, reuse, or recharge, any and all of the Groundwater beneath the Property; (2) the right to take all usual, necessary, and convenient means to reasonably use the surface of the Property for access to and to explore for, develop, treat, produce, and transport the Groundwater; and (3) the right to apply for and obtain all permits, licenses, or other governmental authorizations relating to any of the foregoing, including, but not limited to, any permit issued by a groundwater conservation district or other governmental entity existing now or in the future and having jurisdiction over the Groundwater and/or the exploration, drilling, production, use, storage, treatment, reuse, recharge or transport of Groundwater that may be necessary for the full and unfettered exercise of Seller's rights therein. Seller shall use commercially reasonable efforts to exercise its Groundwater Rights so that they will not materially interfere with the use of the surface estate of the Property or any permanent improvements located thereon. For the avoidance of doubt and without limiting the generality of the forgoing reservations, the Parties agree that, Buyer shall have no water rights whatsoever with respect to the Property, including, without limitation, Groundwater Rights, and shall not have the right to drill any wells or otherwise extract or produce any quantity of Groundwater from the Property.

(c) Access Easement. A license for the use of a 60-ft. wide road and utility access easement over, upon and across the Property to provide free and uninterrupted pedestrian and vehicular ingress and egress to and from Seller's adjacent property and properties adjacent thereto, to and from U.S. Interstate Highway No. 10 (the "Access Easement"). The Access Easement is attached as **Exhibit "C-1"** attached hereto and incorporated herein for all purposes. Seller represents that (i) **Exhibit "C-1"** reflects the final, current and the unmodified form and terms of the Access Easement; (ii) that Buyer can rely on the terms of the Access Easement as set forth in **Exhibit "C-1**"in the future development and improvement of the Property, (iii) that the plat of survey attached as **Exhibit "C-2"** reflects actual current location of the easement and replaces the general description of the access easement contained in Exhibit A of the Access Easement and (iii) there are no other unrecorded agreements impacting the Property (other than the Access Easement). The Parties acknowledge and agree that upon the consummation of the sale and purchase of the Property in accordance with the terms hereof, Buyer will be the successor to Seller under the terms of the Access Easement and while Buyer must comply with the terms of the Access Easement, Seller will have no further interest in the Access Easement and will have no right to modify the Access Easement or to extend the term of the Access Easement.

1.3 Bid Terms. The bid and other conditions applicable to and binding on Seller and Buyer and the Property are set forth on **Exhibit "D"** attached hereto (collectively, the "***Bid Terms***"). The Bid Terms are incorporated into this Agreement as if fully set forth at length herein and will be applicable to the Parties and the sale of the Property and Buyer's ownership thereof, for all purposes.

1.4 Access to the Property. So long as this Agreement remains in force, Buyer and its employees, agents, representatives, engineers and consultants may enter upon the Property for the purpose of making inspections, tests, assessments and/or feasibility studies of the Property, such as archeological, environmental, engineering, economic feasibility studies, and other studies and tests of the Property as Buyer considers to be appropriate, including soil testing. All of such entries upon the Property shall be at reasonable times during normal business hours and with at least forty-eight (48) hours' prior written notice to Seller. Buyer shall share with Seller the results of any inspections or tests procured prior to Closing and also agrees not to disclose to any party and to keep the same confidential except for disclosures required by law. All inspection fees and other costs and expenses of any kind incurred by Buyer relating to such inspections shall be at the sole cost of Buyer. If any inspection or test disturbs the Property, Buyer will restore the Property to substantially the same prior condition before the inspection or test. Buyer shall defend, indemnify and hold Seller and its employees harmless from and against any and all losses, costs, damages, claims, or liabilities, including mechanic's and materialmen's liens and attorneys' fees, incurred by Seller arising out of or in connection with Buyer's inspection of the Property (expressly excluding any matters which are merely discovered by reason of Buyer's inspections). The indemnification obligations of this Section 1.4 shall survive the Closing or the earlier termination of this Agreement.

1.5 Avispa Canyon. Because Avispa Canyon divides the Property into two (2) individual separate parcels, and in order for Buyer to develop and construct a connected, cohesive, united master planned community on the Property, and to enable Buyer to comply with certain planning principles and the development and subdivision rules of the City of El Paso (including efficient utility service and roadway connectivity), the Parties agree to use commercially reasonable efforts to: (i) provide for reasonable and permanent access points from the Property to Avispa Canyon for public use purposes, including, without limitation, open space uses purposes; (ii) cooperate during Buyer's planning and development of the Property, including with respect to (A) permitting public improvements to be constructed by Buyer within Avispa Canyon that are necessary to connect the Property through Avispa Canyon (e.g., roadways, water, sewer, drainage, gas, electric, cable, and other utility facilities) (collectively, the "***Facilities***"); (B) granting reasonable temporary construction easements in Avispa Canyon to permit the construction, repair, maintenance and replacement of the Facilities within Avispa Canyon; and (C) the dedication by Buyer or Seller of any Facilities constructed in Avispa Canyon to the City of El Paso (via subdivision plat). For the avoidance of doubt, unless such Facilities are in the Current Applicable CIP (as defined below), the construction of the Facilities within Avispa Canyon and the Property shall be at Buyer's sole cost and expense. The proposed location and description of the Facilities, and all easements, and public access points in and through Avispa Canyon, as applicable, shall be set forth in: (1) a subsequent agreement by and between Seller and Buyer, subject to Seller's prior written approval, such approval not to be unreasonably withheld, conditioned or delayed except due to reasons relating to official or public uses; or (2) one or more subdivision plats (and related subdivision improvement plans) at the time Buyer and/or Seller submits such subdivision plat(s) and improvement plans to the City of El Paso for approval by the City of El Paso in accordance with applicable subdivision ordinances. Seller agrees to review and respond to a written request from Buyer for temporary construction easement and/or temporary access point approval within thirty (30) days following the date of Seller's receipt of such request. Seller agrees to review and respond to a written request from Buyer for approval of Facilities shown on proposed subdivision plats and subdivision improvement plans within thirty (30) days following the date of Seller's receipt of such request. In the event Seller disapproves the proposed location of any Facilities within Avispa Canyon, or disapproves of a temporary construction easement within Avispa Canyon and/or a temporary access point into Avispa Canyon, Seller shall give Buyer written notice of its specific reasons for such disapproval and Buyer and Seller agree to use commercially reasonable efforts to work together to find an acceptable outcome which complies with the provisions of this Section 1.5. All approved easements, plats, improvement plans, or similar documents, which involve Avispa Canyon shall be in form and substance reasonably acceptable to the Parties. Seller agrees that any future conveyance of Avispa Canyon by Seller to a third party will (X) not release Seller from its obligations under this Section 1.5; (Y) be subject to and incorporate the provisions of this Section 1.5, and (Z) include a covenant running with the land in the conveyance documents that obligates any future owner to cooperate with Buyer to achieve the development outcome contemplated by this provision. Notwithstanding any of the foregoing to the contrary, Seller's agreement to provide access as stated in Section 1.5(i) above shall not be deemed to be a consent to any recreational or similar uses of Avispa Canyon, the intent of the Parties being that "public use" shall constitute uses such as storm water, drainage, outflow, and similar uses reasonably determined by Seller.

1.6 Capital Improvement Program. As of the Effective Date, the most current copy of El Paso Water 10-year Capital Improvement Program (the "***Current Applicable CIP***") is attached hereto as **Exhibit "E"**. Seller shall be responsible for designing and constructing, at its sole cost and expense, and in accordance with the funding schedule and timelines that are set forth in the Current Applicable CIP, the Project Infrastructure (defined below). Seller reserves the right to modify the funding schedule and timelines for the Project Infrastructure to reflect Buyer's development schedule for subdivision improvements in the Property it being the intent of the Parties to (i) closely coordinate the commencement and completion of the applicable Project Infrastructure with Buyer's subdivision improvements so that water and sewer service will be available upon the completion of such subdivision improvements and (ii) avoid the premature construction of Project Infrastructure for planned, but not constructed, subdivision improvements. Buyer agrees to provide Seller with Buyer's proposed development schedule for the construction of subdivision improvements in the Property and to provide Seller with timely written notice of any changes to such schedule. The Project Infrastructure include

projects that are listed in the Current Applicable CIP as follows: (1) W040041TRANSMOUNTAIN #1 48-INCH TRANSMISSION MAIN, (2) W020031 TRANSMOUNTAIN #1A TANK (4MG), (3) W030019 TRANSMOUNTAIN NW #1 BOOSTER STATION, (4) W040041 TRANSMOUNTAIN #2 WATER TRANSMISSION MAIN (36-INCH), (5) W020032 TRANSMOUNTAIN #2A TANK (3MG), (6) W020012 VINTON (WESTWAY) (1.25MG) TANK, (7) W040035 IH10 PARALLEL WATER LINES PHASE 1 (16-INCH) & W040035 IH10 PARALLEL WATER LINES PHASE 2 (24-INCH), AND (8) W040087 TOM MAYS WATER MAIN EXTENSION PHASE 1 (PREVIOUSLY PART OF TRANSMOUNTAIN 2 TO VINTON TANK) & W040094 TRANSMOUNTAIN 2 TO VINTON TANK. Collectively, these eight (8) projects shall be referred to herein as the "***Project Infrastructure***." Buyer shall be responsible to design and construct, at its sole cost and expense and in accordance with Seller's rules and regulations in effect as of the Effective Date, among other things, all main extensions and system upgrades needed to serve the Property that are not listed in the Current Applicable CIP.

2. Amount of Payment of Purchase Price. The purchase price for the Property shall be Eleven Million Five Hundred Five Thousand and No/100ths Dollars ($11,505,000.00) (the "***Purchase Price***").

2.1 Payment of Sales Price. The full amount of the Purchase Price will be payable in cash at the Closing.

2.2 Earnest Money. Earnest Money paid to Seller by Buyer in the amount of Five Hundred Seventy-Five Thousand Two Hundred Fifty and No/100ths Dollars ($575,250.00) (the "***Earnest Money***") shall be credited towards the Purchase Price if and when Closing occurs.

3. Title Insurance. Buyer, at its sole cost and expense, will order a title commitment ("***Commitment***") from Weststar Title, 601 N. Mesa, El Paso, Texas 79901, Attn: Anita Dominguez (the "***Title Company***"), accompanied by copies of all recorded documents affecting the Property for the issuance of an Owner's Policy of Title Insurance with respect to the Property in the amount of the Purchase Price (the "***Owner's Policy***"). Buyer will provide to Seller copies of the Commitment and all recorded documents affecting the Property within three (3) days of its receipt of the same.

4. Representations of Seller. Seller hereby represents, to the extent allowed by law, to Buyer, that, to the actual knowledge of Seller's Designated Representative (as defined below), the following are true and correct in all material respects as of the Effective Date:

4.1 Parties in Possession. At the time of Closing, other than Buyer, there are no parties in possession of any portion of the Property as lessees or tenants at sufferance.

4.2 Mechanic's Lien. No liens caused solely by Seller's actions exist for the benefit of mechanics or materialmen in regard to the Property; and except as expressly disclosed in the documents relating to this transaction (including, without limitation, the Bid Terms), Seller has not entered into any contracts or agreements by which any person or entity agreed to provide labor, services or materials in regard to the Property or the business of Seller.

4.3 Litigation. There is no pending litigation before or by any court of law pertaining to the Property or that involves incidents occurring on the Property including, but not limited to, claims of damage to persons or Property that if adversely determined would prevent the consummation of the transactions contemplated by this Agreement.

4.4 Bills Paid. Seller has not received notices of any unpaid bills or claims in connection with any repair or operation of the Property as a result of Seller's ownership thereof.

4.5 Taxes. While Seller owned the Property, the Property was exempt from ad valorem taxes.

4.6 Seller's Designated Representative. References to Seller's "*knowledge*", "*belief*" or other similar language shall refer to the current actual knowledge of Seller's Designated Representative of Seller, and shall not be construed, by imputation or otherwise, to refer to the knowledge of any other person, or to impose upon Seller's Designated Representative any duty to investigate the matter to which such current actual knowledge, or the absence thereof, pertains. As used herein, the term "***Seller's Designated Representative***" shall refer to the following person: John Balliew.

5. Representations of Buyer. Buyer hereby represents to Seller that, to the actual knowledge of Buyer's Designated Representative (as defined below), the following are true and correct in all material respects as of the Effective Date:

5.1 Authority. Buyer has full power and authority to execute and deliver this Agreement and to perform and carry out all covenants and obligations to be performed and carried out by Buyer herein.

5.2 Non-Contravention. The execution and delivery of this Agreement by Buyer and the consummation by Buyer of the transactions contemplated hereby will not materially violate any judgment, order, injunction, decree, regulation or ruling of any court or any governmental or quasi-governmental bodies or agencies having jurisdiction over Buyer, or conflict with, result in a breach of, or constitute a default under the organizational documents of Buyer, any note or other evidence of indebtedness, any mortgage, deed of trust or indenture, or any lease or other material agreement or instrument to which Buyer is a party or by which it is bound.

5.3 Consents. No consent, waiver, approval or authorization is required from any person or entity that has not already been obtained as of the Effective Date or, if appropriate, which will be obtained prior to the Closing Date, in connection with the execution and delivery of this Agreement by Buyer or the performance by Buyer of the transactions contemplated hereby.

5.4 Bankruptcy. Buyer has not (i) commenced a voluntary case, or had entered against it a petition for relief under any federal bankruptcy statute or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, or solicited or caused to be solicited petitioning creditors for any involuntary petition against it, or filed an answer consenting to or otherwise acquiescing in or joining in any involuntary petition filed against it, (ii) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceeding, to hold, administer and/or liquidate all or substantially all of its property, (iii) filed or had filed against it a petition seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief, (iv) under the provisions of any other law for the relief or aid of debtors, had an action taken by any court of competent jurisdiction that allows such court to assume custody or control of it or of the whole or any substantial part of its property or assets, or (v) made an assignment for the benefit of creditors, or admitted, in writing or in any legal proceeding, its insolvency or inability to pay its debts as they become due.

5.5 Litigation. There is no pending or, to Buyer's knowledge and belief, threatened, action, suit, arbitration, unsatisfied order or judgment, litigation, government investigation or proceeding against or affecting Buyer that would adversely affect Buyer's ability to perform hereunder.

5.6 Bid Terms. Buyer has complied with the Bid Terms as of the Effective Date and will have complied with the Bid Terms as of the Closing Date.

5.7 Buyer's Designated Representative. References to Buyer's "*knowledge*", "*belief*" or other similar language shall refer to the current, actual knowledge of Buyer's Designated Representative (as hereinafter defined) of Buyer, and shall not be construed, by imputation or otherwise, to refer to the knowledge of any other person, or to impose upon Buyer's Designated Representative any duty to investigate the matter to which such current actual knowledge, or the absence thereof, pertains. As used herein, the term "***Buyer's Designated Representative***" shall refer to the following person: Justin Chapman.

6. Closing. The Closing of this transaction ("***Closing***") shall take place at the offices of the Title Company within thirty (30) days from the date of approval of and passage by the City Council of the City of El Paso of an ordinance authorizing the sale of the Property by Seller to Buyer (the "***Closing Date***"); provided, however, such approval and passage shall not occur earlier than the expiration of ninety (90) days following the Effective Date. If for any reason, City Council for the City of El Paso does not approve and adopt an ordinance authorizing the sale of the Property to Buyer within one (1) year of the Effective Date, Buyer may, in its sole discretion, request the return of the Earnest Money by giving written notice to Seller to such effect whereupon the Earnest Money shall be returned to Buyer within twenty (20) days following the date of Seller's receipt of such notice and neither Party shall have any obligation or liability hereunder except for those that expressly survive the termination of this Agreement; provided, however, if for any reason Buyer has not given such notice to Seller within two (2) years of the Effective Date, the Earnest Money shall be returned to Buyer within twenty (20) days following the expiration of such two (2) year period and neither party shall have any obligation or liability hereunder except for those that expressly survive the termination of this Agreement.

6.1 Possession. Possession of the Property will be transferred to Buyer, or its assigns, at Closing.

6.2 Closing Costs. Buyer shall pay any and all closing costs, including without limitation:

(a) Any and all recording fees arising from the recordation of documents necessary to show title to the Property in Buyer.

(b) Any and all premiums and other charges for the issuance of the Owner's Policy of Title Insurance for the Property.

(c) Any and all escrow fees.

(d) Any and all real estate appraisals, surveys, and advertising fees.

6.3 Conditions to Obligation to Close. The obligations of Seller hereunder to consummate the transactions contemplated herein are subject to the satisfaction of: (i) the performance of all of Buyer's obligations under this Agreement; and (ii) all of Buyer's representations and warranties herein being true and correct in all material respects as of the Closing Date. In the event that the conditions in Section 6.3(i) or Section 6.3(ii) are not satisfied on or before the Closing Date, Seller may, in its sole discretion, waive one or more of said conditions and proceed to Closing, or terminate this Agreement. If Seller terminates this Agreement pursuant to this Section 6.3(i) and/or Section 6.3(ii), Seller, as its sole and exclusive right and remedy, shall be entitled to retain the Earnest Money.

6.4 Seller's Obligations at the Closing. Notwithstanding any provision herein the contrary, Seller agrees that at Closing, Seller shall deliver two (2) duly executed and acknowledged Special Warranty Deeds, prepared by Seller's counsel and in form and substance reasonably acceptable to Seller and Buyer, (i) conveying to Buyer in one such Deed the Property described in **Exhibit "A"** SAVE AND EXCEPT those portions of the Property described in **Exhibit "A-1"**, **Exhibit "A-2"** and **Exhibit "B"** attached hereto and incorporated herein for all purposes, and (ii) conveying to an affiliate of Buyer in the other such Deed those portions of the Property described in **Exhibit "A-1"** and **Exhibit "A-2"** attached hereto. In each case such

conveyances shall be free and clear of any and all monetary liens and encumbrances, except for: (i) the lien for ad valorem taxes for that portion of the year following the Closing Date and subsequent years; (ii) all easements, restrictions, reservations, rights of way, dedications, conditions, and other encumbrances of record or apparent upon the Property; and (iii) the Reservations. Buyer shall give Seller written notice at least three (3) days prior to the Closing Date of its designated affiliate with respect to the conveyance of those portions of the Property described in **Exhibit "A-1"** and **Exhibit "A-2"** attached hereto.

7. **Default.**

7.1 Default by Buyer. If there occurs a breach or default by Buyer under any provision in this Agreement, or, subject to the provision of Section 6.3, Buyer shall fail to consummate the sale of the Property, and such default, breach or failure is not cured within ten (10) days following written notice from Seller to Buyer, Seller shall, as its sole and exclusive right and remedy, be entitled to declare this Agreement terminated, in which event, the Earnest Money shall be delivered to and retained by Seller as liquidated damages, and thereafter neither Seller nor Buyer shall have any further obligations to the other hereunder except for those obligations that expressly survive the termination of this Agreement. The Parties hereby agree that (i) the damages resulting from any default or breach by Buyer hereunder would be difficult to determine, (ii) the retention by Seller of the Earnest Money is a reasonable estimate of the actual damages that Seller would suffer in the event of such a default or breach by Buyer, and (iii) retention by Seller of the Earnest Money as liquidated damages is fair and reasonable and would not act as a penalty to Buyer.

7.2 Default by Seller. If there occurs a breach or default by Seller under any provision of this Agreement, or Seller, in contravention of the terms of this Agreement, fails to consummate the sale of the Property, and such default, breach or failure is not cured within ten (10) days following written notice from Buyer to Seller, Buyer shall be entitled to elect one of the following as its sole remedy: (i) declare this Agreement terminated, in which event, the Earnest Money shall be returned to and retained by Buyer, and thereafter neither Seller nor Buyer shall have any further obligations to the other hereunder except for those obligations that expressly survive the termination of this Agreement, or (ii) enforce specific performance of this Agreement; provided, however, that the remedy of specific performance shall not be available unless the El Paso City Council has duly authorized the sale of the Property by Seller to Buyer. Notwithstanding anything in this Agreement to the contrary, the Parties agree that the following shall not constitute a default by Seller: (i) the failure to timely complete the items contained in the Current Applicable CIP because of a Force Majeure Event (as defined below); and (ii) subject to the terms of Section 6, the failure of City Council of the City of El Paso to pass an ordinance or ordinances authorizing the sale of the Property by Seller to Buyer. The term "***Force Majeure Event***" shall mean acts of God, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, natural disasters, changes in laws or changes in regulations (not made or requested by Seller), national strikes, fire, explosion, lack of availability of raw materials or energy, and labor shortages.

7.3 Recoverable Damages. The provisions of Sections 7.1 and 7.2 shall limit the damages recoverable by either Party against the other Party due to the other Party's default or breach of the express provisions of this Agreement (except for defaults or breaches due to inaccurate or incorrect representations and warranties resulting from the intentional or knowing actions of a Party as set forth in Sections 4 and 5 above) and, in addition to such limitations and notwithstanding any provision to the contrary contained herein, **in no event shall Seller or Buyer be liable for any special, direct, indirect, consequential, punitive or other damages, including, without limitation, damages arising from the delayed completion of the Current Applicable CIP**.

7.4 Costs of Enforcement. Any provision in this Agreement to the contrary notwithstanding, if a Party files suit to enforce or recover amounts owed under this Agreement before or after Closing or the earlier termination of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the non-prevailing Party court costs and reasonable attorney's fees.

8. Covenants.

8.1 Buyer's Use of the Property. Buyer covenants to own and use the Property in accordance with the Bid Terms and agrees to promptly execute and deliver to Seller at Closing, in form and substance reasonably acceptable to Seller and Buyer, upon request of the same by Seller, any documents or agreements, including, without limitation, restrictive covenants containing one or more of the Bid Terms that Seller may reasonably require to memorialize or evidence Buyer's compliance with the Bid Terms. In addition, Buyer agrees to comply with all city, state and federal laws, rules, regulations, and/or ordinances that may be applicable to the Property, including, without limitation, rules and regulations for the Texas Commission on Environmental Quality (collectively, "Applicable Law").

8.2 ENVIRONMENTAL MATTERS. AFTER CLOSING, BETWEEN SELLER AND BUYER, THE RISK OF LIABILITY OR EXPENSE FOR ANY ENVIRONMENTAL ISSUES, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, BUYER SHALL DEFEND, INDEMNIFY, HOLD HARMLESS, AND RELEASE SELLER, ITS AGENTS, EMPLOYEES, OFFICIERS, AND ATTORNEYS FROM ANY LIABILITY, SUITS, CLAIMS, DAMAGES, PENALTIES, COSTS, FEES (INCLUDING WITHOUT LIMITATION, ATTORNEY'S FEES) FOR ANY LATENT DEFECTS AND FOR ANY ENVIRONMENTAL ISSUES AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE.

9. Miscellaneous.

9.1 Notice. Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with either Party, shall be deemed to have been sufficiently given or filed for all purposes, if and when (i) personally delivered; (ii) sent by email (with a confirmatory duplicate copy sent by first class United States mail) and shall be deemed actually given, delivered and received (a) upon delivery, if delivered in person; (b) three (3) Business Days after being postmarked and addressed as follows if sent by certified mail, return receipt requested; or (c) one business day after being sent by email, in each case, addressed to the recipient as follows:

Seller: Ana I. Sanchez
Vice President of Financial and Management Services
El Paso Water Utilities Public Service Board
1154 Hawkins Blvd.
El Paso, Texas 79925
asanchez@epwater.org
landmanagement@epwater.org

with a copy to:

Zach Daw and Matt Armendariz
ScottHulse P.C.
One San Jacinto Plaza
201 E. Main Dr., Ste. 1100
El Paso, Texas 79901
zdaw@scotthulse.com and marm@scotthulse.com

Buyer: Hunt Communities Holding, LLC
Attn.: Justin Chapman
601 N. Mesa St.
El Paso, Texas 79901
Email: Justin.Chapman@HuntCompanies.com

with a copy to:

Mike Ainsa
Ainsa Hutson Hester & Crews LLP
5809 Acacia Circle
El Paso, Texas 79912
Email: main@acaciapark.com

9.2 Entire Agreement / Governing Law. This Agreement constitutes the entire agreement between the Parties, and supersedes all prior agreements and understandings, written or oral, regarding the subject matter of this Agreement, and may be amended or supplemented only by an instrument in writing, executed by the Party against whom enforcement is sought. This Agreement shall be governed in all respects, including validity, interpretation and effect, by and shall be enforceable in accordance with the laws of the State of Texas with jurisdiction in courts of competent jurisdiction of El Paso County, Texas.

9.3 Time. Time is of the essence of this Agreement and each and every provision hereof.

9.4 Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portion shall not in any way be affected or impaired.

9.5 Survival of Provisions. The terms contained in Section 1.1, 1.2, 1.3, 1.4, 1.5, 4, 5, 6.3, 6.4, 7, 8, 9.2, 9.4, 9.5, 9.6, 9.7, 9.8, 9.9, and 9.11 of this Agreement, shall survive the Closing and shall not be merged therein. In case any one or more of the provisions contained in this contract for any reason is held invalid, this invalidity will not affect any other provision of this Agreement, which will be construed as if the invalid or unenforceable provision had never existed.

9.6 Binding Effect. This Agreement shall be binding upon the Parties hereto and their respective successors and permitted assigns, as applicable.

9.7 Compliance. In accordance with the requirements of the Property Code, Title 2, Chapter 5, Subchapter D, Buyer is hereby advised that it should obtain a title abstract or title commitment covering the Property and have it examined by an attorney of its own selection and purchase an owner's policy of title insurance covering the Property.

9.8 "AS IS, WHERE IS". THIS AGREEMENT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED FOR ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION. BUYER ACCEPTS THE PROPERTY AS IS, WHERE IS, AND WITH ALL FAULTS, AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE SPECIAL WARRANTY OF TITLE, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF SELLER AND BUYER TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING: (A) THE CONDITION OF THE PROPERTY; (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR

REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; AND (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY SELLER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED BY SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE SPECIAL WARRANTY OF TITLE, SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY BROKER, AGENT, ATTORNEY, EMPLOYEE OR OTHER PERSON. BUYER ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS, WAIVERS AND OTHER AGREEMENTS SET FORTH HEREIN ARE INTEGRAL PARTS OF THE AGREEMENT BETWEEN SELLER AND BUYER WITH RESPECT TO THE SALE OF THE PROPERTY, AND THAT SELLER WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO BUYER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH ABOVE. THIS SECTION 9.8 WILL SURVIVE CLOSING AND BE INCLUDED IN THE SPECIAL WARRANTY DEED.

9.9 Effective Date. As used herein, "***Effective Date***" means the date on which this Agreement is signed by the last of Seller, Buyer, and the City Manager.

9.10 Assignment. Buyer shall have the right to assign this Agreement or any of its rights hereunder to an affiliate of Buyer with the prior written consent of Seller, which consent shall not be unreasonable withheld or delayed; provided, however, that (i) such assignee shall assume all of the obligations of Buyer hereunder, (ii) Buyer shall remain liable for all of its duties and obligations hereunder, and (iii) Buyer shall deliver written notice of the assignment, including a copy of the assignment instrument, to Seller at least three (3) days prior to the Closing.

9.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed and emailed signature pages are as enforceable as originals.

[*Signature pages follow*]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date written below such Party's signature, but to be effective as of the Effective Date.

SELLER:

EL PASO WATER UTILITIES – PUBLIC SERVICE BOARD, a component unit of the City of El Paso, Texas, a Texas municipal corporation

By: _____
Name: John E. Balliew, P.E.
Title: President and Chief Executive Officer

Executed on: Dec. 08, 2025

APPROVED AS TO CONTENT:

_____
Alejandro Vidales, Jr.
Utility Land and Water Rights Manager

APPROVED AS TO FORM:

_____
Melinda Becker
Assistant General Counsel

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 8th day of December, 2025, by John E. Balliew, P.E., President and Chief Executive Officer of El Paso Water Utilities Public Service Board.

SUSANA BUSTILLOS
NOTARY PUBLIC
ID# 13051388-0
In and for the State of Texas
My Commission Expires
01-27-2028

_____
Notary Public, State of Texas

[*Additional Signatures on Following Pages*]

BUYER:

HUNT COMMUNITIES HOLDING, LLC,
a Texas limited liability company

By: _____
Name: Justin Chapman
Title: President

Executed on: 11/24/2025

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 24th day of November, 2025, by Justin Chapman, President of Hunt Communities Holding, LLC, a Texas limited liability company, on behalf of said limited liability company.

NELDA RODRIGUEZ
NOTARY PUBLIC
NOTARY ID#: 10704240
In and for the State of Texas
My commission expires
DECEMBER 16, 2028

_____
Notary Public, State of Texas

Prepared for: EPW
September 18, 2018

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

Description of a parcel of land, being a portion Laura E. Mundy Survey No. 234, City of El Paso and El Paso County, Texas and a portion of Laura E. Mundy Survey No. 234, El Paso County, Texas and being more particularly described by Metes and Bounds as follows:

The **"TRUE POINT OF BEGINNING" being** a found 1" pipe for the Northeast corner of Laura E. Mundy Survey No. 234 from which a found 2" pipe for the northwesterly corner of Nellie D Mundy Survey No. 254 bears, North 03°13'15" East a distance of 2900.87 feet;

Thence along the common line of Nellie D. Mundy Survey No. 254 and Laura E, Mundy Survey No. 234, South 03°11'52" West a distance of 4417.81 feet to a set ½" rebar for the southwest corner of Nellie D. Mundy Survey No. 234

Thence along the common line of Nellie D. Mundy Surveys No. 234 and 237, North 86°46'47" West a distance of 3250.24 feet to a set ½" rebar;

Thence, South 79°22'41" West a distance of 1048.40 feet to a found ½" rebar with cap marked TX 5152 on the easterly right of way line of U.S. Interstate Highway No. 10;

Thence, North 89°36'42" West a distance of 1110.70 feet to a set ½" rebar on the Easterly right of way line of U.S. Interstate Highway No. 10;

Thence along said right of way line the following 5 courses:

North 03°14'49" East (North 00°04'30" East TX DOT R.O.W. Map) distance of 1691.28 feet to a set ½" rebar;

North 03°52'41" West (North 07°03'00" West, TX DOT R.O.W. Map) a distance of 201.56 feet to a set ½" rebar;

North 03°14'49" East (North 00°04'30" East, TX DOT R.O.W. Map) a distance of 1300.44 feet to a set ½" rebar;

North 10°22'19" East (North 07°12'00" East, TX DOT R.O.W. Map) a distance of 201.56 feet to a set ½" rebar;

North 03°14'49" East (North 00°04'30" East TX DOT R.O.W. Map) a distance of 641.26 feet to a set ½" rebar on the northerly line of Nellie D. Mundy Survey No. 234;

CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM NO. 10078100

Thence along said line, South 86°48'08' East a distance of 3246.45 feet to the TRUE **POINT OF BEGINNING"** and containing 14,385,995 Square Feet or 330.26 acres of land more or less.

Note: A drawing of even date accompanies this description.

Bearings and Coordinates referenced to the Texas State Plane Coordinate System, Central Zone, NAD 83, Converted to surface with an adjustment factor of 1.0001714072, U.S. Survey Feet.

Ron R. Conde
R.P.L.S. No. 5152



job # 518-17

Ron R. Conde
R.P.L.S. No. 5152

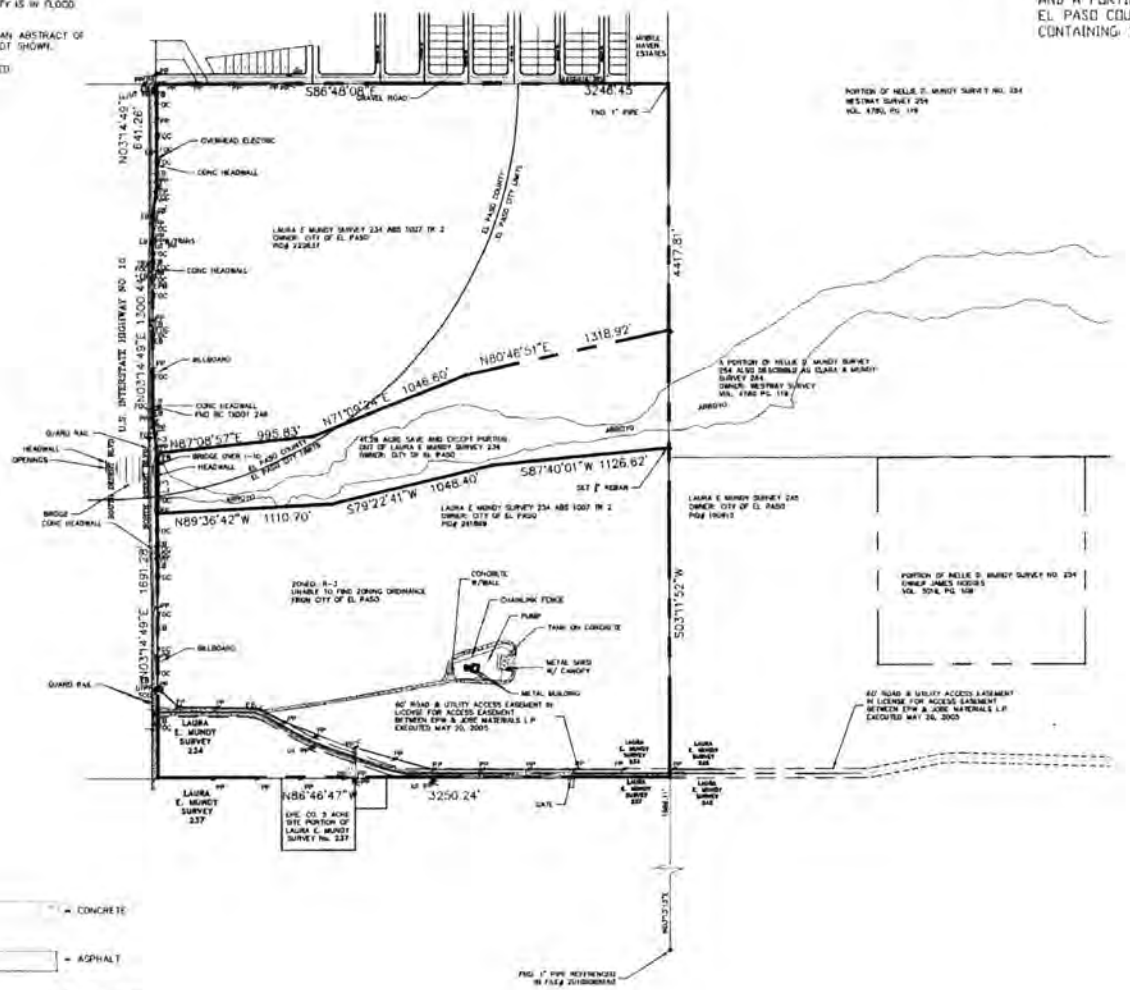
CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM NO. 10078100

NOTES:

1. BEARINGS AND COORDINATES REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83, CONVERTED TO SURFACE WITH AN ADJUSTMENT FACTOR OF 1.0001714072, U.S. SURVEY FEET.
2. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANELS NO 480214-0012C & NO. 480214-0012C, DATED FEBRUARY 5, 1986, THIS PROPERTY IS IN FLOOD HAZARD ZONES A2 & C.
3. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS NOT SHOWN.
4. SET ½" REBAR ON ALL CORNERS UNLESS OTHERWISE NOTED.

PLAT OF SURVEY

BEING A PORTION OF LAURA MUNDY SURVEY NO 234, CITY OF EL PASO, EL PASO COUNTY, TEXAS AND A PORTION OF LAURA MUNDY SURVEY NO 234, EL PASO COUNTY, TEXAS
CONTAINING 14,385,995 SQ. FT. OR 330.26 ACRES



LINE TABLE		
L1	201.56'	N10°22'19"E
L2	201.56'	N03°52'41"W
L3	383.55'	N03°14'49"E

SYMBOL LEGEND	
⊕	FOUND CONTROL POINT
⊕	FOUND CITY MONUMENT
○	SET 1/2" REBAR W/CAP 5152
⊠	CALCULATED POINT (NOT SET)
FOC	FIBER OPTIC CABLE
ES	ELECTRIC PULL BOX
⊕	POWER POLE
⊕	GUY WIRE
TCB	TRAFFIC CONTROL BOX
⊕	TRAFFIC SIGN
TEL	TELEPHONE BOX
⊕	UTILITY POLE
WV	WATER VALVE

= CONCRETE
= ASPHALT
= GRAVEL ROAD
OHE — OHE — = OVER HEAD ELECTRIC
= CHAIN LINK FENCE

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ALL RIGHTS RESERVED

DRAWN BY: C.C. FIELD: X.V DATE: 8-10-18 JOB # NO. 518-17 CADD FILE: S:\Survey\projects\2018\Laura Mundy\LSD\dwg\Escape Corner Mundy 234.dwg

CONDE INC.
ENGINEERING/ PLANNING/ LAND SURVEYING/ CADD
6890 SURETY DRIVE-SUITE 100-EL PASO, TEXAS 79912
PHONE (915) 562-0063, FAX (915) 562-0288, FIRM# 10078100

CERTIFICATION

THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF BASED ON THE FACTS EXISTING AT TIME OF THIS SURVEY.

RON R. CONDE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 5152

EXHIBIT "A-1"

Prepared For: Hunt Communities GP LLC
Date: 01-10-2023
Being a portion of Tract 2, Laura E. Mundy Survey 234
El Paso County, Texas
W.O. # 112822-5
File Name: Geo Ref NWtopo HUNT FILL M&B 01-09-23.doc

METES AND BOUNDS DESCRIPTION

Description of a 21.93-acre parcel of land more or less, being a Portion of Tract 2, Laura E. Mundy Survey No. 234, El Paso County, Texas, and being more particularly described by metes and bounds as follows to wit:

Commencing at a found cap marked IRA Harding located at the common corner of Laura E Mundy 234, Laura E Mundy 237, Laura E Mundy 245 and Clara A. Mundy Survey 254 from which a found pipe with cap marked EPNG 1977 BSE located at the southeast corner of Clara A. Mundy Survey 254 bears South 86°44'27" East a distance of 5280.81 feet, Thence North 86°42'28" West a distance of 794.41 feet to a point, Thence South 03°17'32" West a distance of 114.82 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572, said rebar being the Point of Beginning;

Thence South 03°17'32" West a distance of 819.99 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence South 86°46'58" East a distance of 230.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence South 03°17'32" West a distance of 530.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 86°46'58" West a distance 500.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 03°17'32" East a distance of 260.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 86°46'58" West a distance of 430.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 03°17'32" East a distance of 1089.99 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence South 86°46'58" East a distance of 699.99 feet to the Point of Beginning and containing in all 955,084 square feet or 21.93 acres of land more or less.

01/11/2023

CHARLES H. GUTIERREZ R.P.L.S. 5572
H2O-Terra



NOTES:

1. HORIZONTAL CONTROL: MAPPING COORDINATES AND BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983. UNIT OF MEASURE: U.S. SURVEY FOOT. COORDINATE VALUES ARE SURFACE USING A GRID FACTOR OF 1.0001714072.

2. A SURVEY PLAT OF EVEN DATE HEREWITH ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.

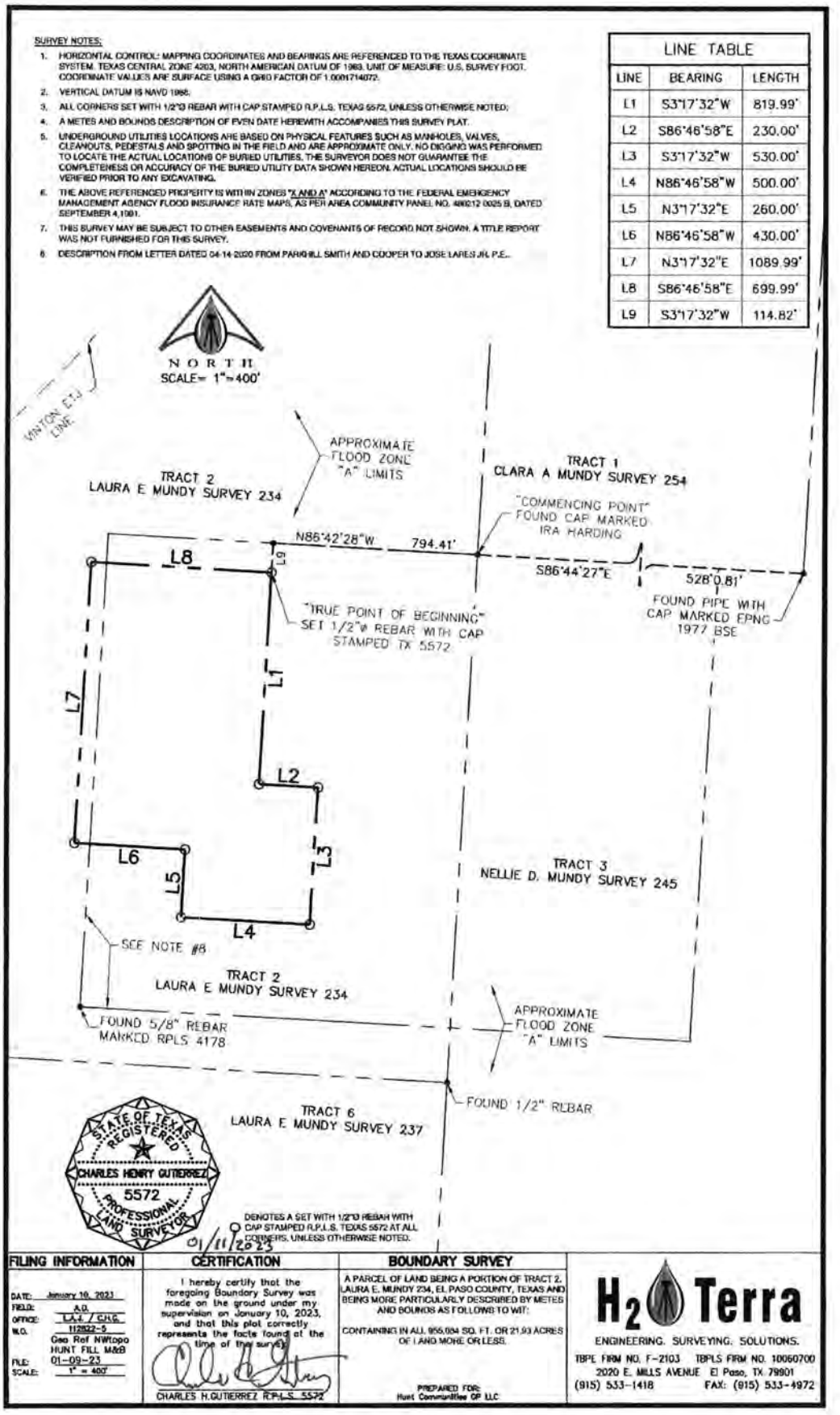

SURVEY NOTES:
1. HORIZONTAL CONTROL: MAPPING COORDINATES AND BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983, UNIT OF MEASURE: U.S. SURVEY FOOT. COORDINATE VALUES ARE SURFACE USING A GRID FACTOR OF 1.0001714072.
2. VERTICAL DATUM IS NAVD 1988.
3. ALL CORNERS SET WITH 1/2"Ø REBAR WITH CAP STAMPED R.P.L.S. TEXAS 5572, UNLESS OTHERWISE NOTED;
4. A METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS SURVEY PLAT.
5. UNDERGROUND UTILITIES LOCATIONS ARE BASED ON PHYSICAL FEATURES SUCH AS MANHOLES, VALVES, CLEANOUTS, PEDESTALS AND SPOTTING IN THE FIELD AND ARE APPROXIMATE ONLY. NO DIGGING WAS PERFORMED TO LOCATE THE ACTUAL LOCATIONS OF BURIED UTILITIES. THE SURVEYOR DOES NOT GUARANTEE THE COMPLETENESS OR ACCURACY OF THE BURIED UTILITY DATA SHOWN HEREON. ACTUAL LOCATIONS SHOULD BE VERIFIED PRIOR TO ANY EXCAVATING.
6. THE ABOVE REFERENCED PROPERTY IS WITHIN ZONES "X AND A" ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS, AS PER AREA COMMUNITY PANEL NO. 480212 0025 B, DATED SEPTEMBER 4,1981.
7. THIS SURVEY MAY BE SUBJECT TO OTHER EASEMENTS AND COVENANTS OF RECORD NOT SHOWN. A TITLE REPORT WAS NOT FURNISHED FOR THIS SURVEY.
8. DESCRIPTION FROM LETTER DATED 04-14-2020 FROM PARKHILL SMITH AND COOPER TO JOSE LARES JR, P.E..
LINE TABLE
LINE | BEARING | LENGTH
L1 | S3°17'32"W | 819.99'
L2 | S86°46'58"E | 230.00'
L3 | S3°17'32"W | 530.00'
L4 | N86°46'58"W | 500.00'
L5 | N3°17'32"E | 260.00'
L6 | N86°46'58"W | 430.00'
L7 | N3°17'32"E | 1089.99'
L8 | S86°46'58"E | 699.99'
L9 | S3°17'32"W | 114.82'
NORTH
SCALE= 1"=400'
VINTON E.T.J. LINE
APPROXIMATE FLOOD ZONE "A" LIMITS
TRACT 2
LAURA E MUNDY SURVEY 234
TRACT 1
CLARA A MUNDY SURVEY 254
"COMMENCING POINT" FOUND CAP MARKED IRA HARDING
N86°42'28"W 794.41'
S86°44'27"E 528.0.81'
FOUND PIPE WITH CAP MARKED EPNG 1977 BSE
"TRUE POINT OF BEGINNING" SET 1/2"Ø REBAR WITH CAP STAMPED TX 5572
L8
L9
L1
L2
L3
L4
L5
L6
L7
TRACT 3
NELLIE D. MUNDY SURVEY 245
SEE NOTE #8
TRACT 2
LAURA E MUNDY SURVEY 234
FOUND 5/8" REBAR MARKED RPLS 4178
APPROXIMATE FLOOD ZONE "A" LIMITS
FOUND 1/2" REBAR
TRACT 6
LAURA E. MUNDY SURVEY 237
STATE OF TEXAS REGISTERED
CHARLES HENRY GUTIERREZ
5572
PROFESSIONAL LAND SURVEYOR
01/11/2023
DENOTES A SET WITH 1/2"Ø REBAR WITH CAP STAMPED R.P.L.S. TEXAS 5572 AT ALL CORNERS, UNLESS OTHERWISE NOTED.
FILING INFORMATION
DATE: January 10, 2023
FIELD: A.O.
OFFICE: CL4 / CHG
W.O. 112822-5
Geo Ref NWtopo HUNT FILL M&B
FILE: 01-09-23
SCALE: 1" = 400'
CERTIFICATION
I hereby certify that the foregoing Boundary Survey was made on the ground under my supervision on January 10, 2023, and that this plat correctly represents the facts found at the time of the survey.
CHARLES H.GUTIERREZ R.P.L.S. 5572
BOUNDARY SURVEY
A PARCEL OF LAND BEING A PORTION OF TRACT 2, LAURA E. MUNDY 234, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO WIT:
CONTAINING IN ALL 955,084 SQ. FT. OR 21.93 ACRES OF LAND MORE OR LESS.
PREPARED FOR: Hunt Communities GP LLC
H2 Terra
ENGINEERING. SURVEYING. SOLUTIONS.
TBPE FIRM NO. F-2103 TBPLS FIRM NO. 10060700
2020 E. MILLS AVENUE El Paso, TX. 79901
(915) 533-1418 FAX: (915) 533-4972

EXHIBIT "A-2"

Prepared For: Hunt Communities GP LLC
Date: 03-07-2023
Being a portion of Tract 2, Laura E. Mundy Survey 234
El Paso County, Texas
W.O. # 112822-5
File Name: Geo Ref NWtopo HUNT FILL EAST M&B 03-07-23.doc

METES AND BOUNDS DESCRIPTION

Description of a 11.856-acre parcel of land more or less, being a Portion of Tract 2, Laura E. Mundy Survey No. 234, El Paso County, Texas, and being more particularly described by metes and bounds as follows to wit:

Commencing at a found cap marked IRA Harding located at the common corner of Laura E Mundy 234, Laura E Mundy 237, Laura E Mundy 245 and Clara A. Mundy Survey 254 from which a found pipe with cap marked EPNG 1977 BSE located at the southeast corner of Clara A. Mundy Survey 254 bears South 86°44'27" East a distance of 5280.81 feet, Thence North 86°42'28" West a distance of 794.41 feet to a point, Thence South 03°17'32" West a distance of 222.36 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572, said rebar being the Point of Beginning;

Thence South 86°42'28" East a distance of 530.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence South 03°17'32" West a distance of 1,175.69 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 86°42'28" West a distance 300.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 03°17'32" East a distance of 464.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 86°46'58" West a distance of 230.00 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

Thence North 03°17'32" East a distance of 711.99 feet to the Point of Beginning and containing in all 516,431 square feet or 11.856 acres of land more or less.



03-07-2023
CHARLES H. GUTIERREZ R.P.L.S. 5572
H2O-Terra

NOTES:

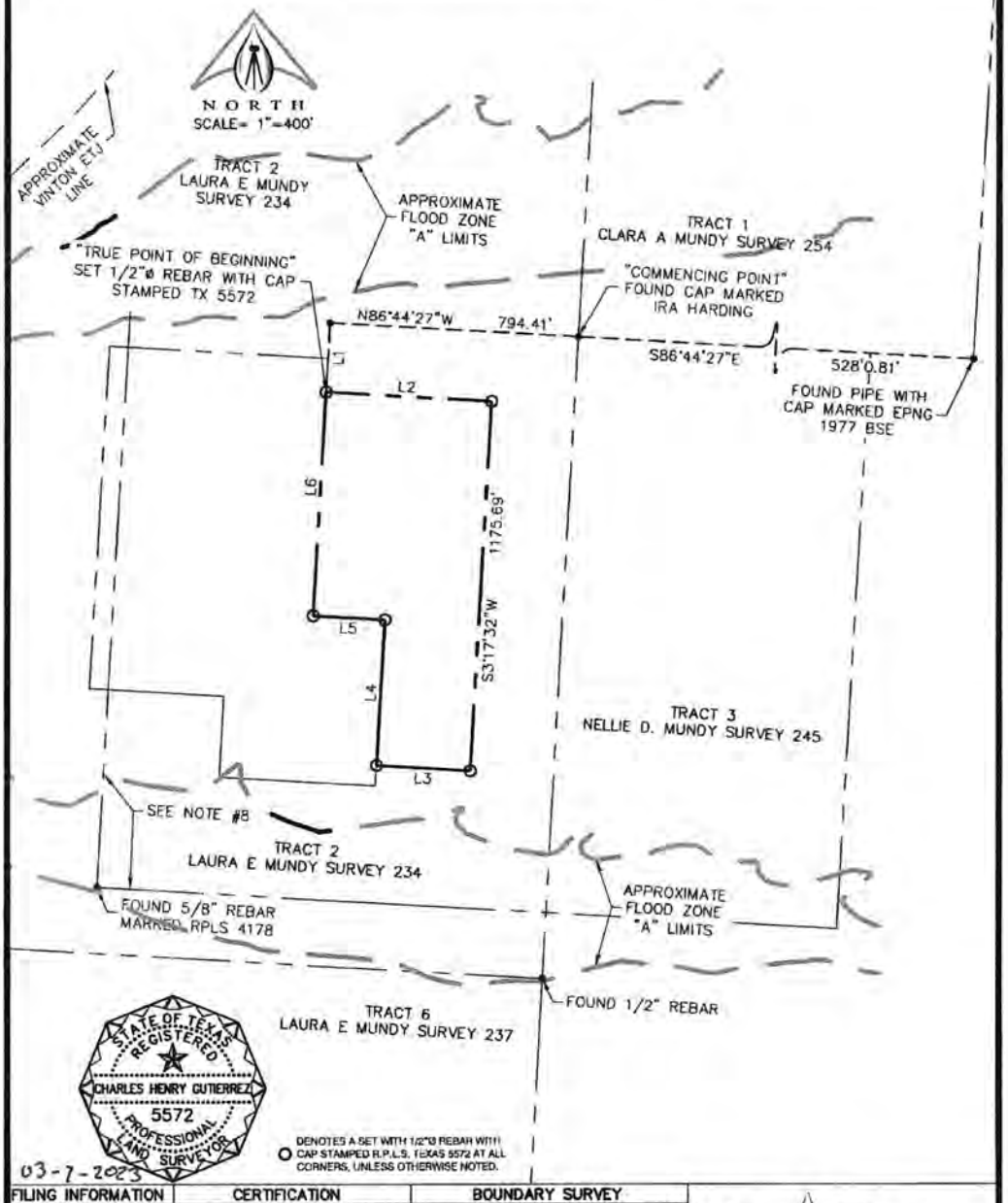
1. HORIZONTAL CONTROL: MAPPING COORDINATES AND BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983. UNIT OF MEASURE: U.S. SURVEY FOOT. COORDINATE VALUES ARE SURFACE USING A GRID FACTOR OF 1.0001714072.

2. A SURVEY PLAT OF EVEN DATE HEREWITH ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.

SURVEY NOTES:

1. HORIZONTAL CONTROL: MAPPING COORDINATES AND BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983, UNIT OF MEASURE: U.S. SURVEY FOOT. COORDINATE VALUES ARE SURFACE USING A GRID FACTOR OF 1.0001714072.
2. VERTICAL DATUM IS NAVD 1988.
3. ALL CORNERS SET WITH 1/2"Ø REBAR WITH CAP STAMPED R.P.L.S. TEXAS 5572, UNLESS OTHERWISE NOTED;
4. A METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS SURVEY PLAT.
5. UNDERGROUND UTILITIES LOCATIONS ARE BASED ON PHYSICAL FEATURES SUCH AS MANHOLES, VALVES, CLEANOUTS, PEDESTALS AND SPOTTING IN THE FIELD AND ARE APPROXIMATE ONLY. NO DIGGING WAS PERFORMED TO LOCATE THE ACTUAL LOCATIONS OF BURIED UTILITIES. THE SURVEYOR DOES NOT GUARANTEE THE COMPLETENESS OR ACCURACY OF THE BURIED UTILITY DATA SHOWN HEREON. ACTUAL LOCATIONS SHOULD BE VERIFIED PRIOR TO ANY EXCAVATING.
6. THE ABOVE REFERENCED PROPERTY IS WITHIN ZONES "X AND A" ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS, AS PER AREA COMMUNITY PANEL NO. 48071C 0025 B, DATED SEPTEMBER 4, 1991.
7. THIS SURVEY MAY BE SUBJECT TO OTHER EASEMENTS AND COVENANTS OF RECORD NOT SHOWN. A TITLE REPORT WAS NOT FURNISHED FOR THIS SURVEY.
8. DESCRIPTION FROM LETTER DATED 04-14-2020 FROM PARKHILL, SMITH AND COOPER TO JOSE LARES JR. P.E.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S3°17'32"W	222.36'
L2	S86°42'28"E	530.00'
L3	N86°42'28"W	300.00'
L4	N3°17'32"E	464.00'
L5	N86°46'58"W	230.00'
L6	N3°17'32"E	711.99'



FILING INFORMATION

DATE: March 7, 2023
FIELD: A.O.
OFFICE: LAJ / CHG
W.O.: 112822-S
Geo Ref NWtopo
HUNT FILL EAST
FILE: M&B 03-07-23
SCALE: 1" = 400'

CERTIFICATION

I hereby certify that the foregoing Boundary Survey was made on the ground under my supervision on March 07, 2023, and that this plat correctly represents the facts found at the time of the survey.

CHARLES H.GUTIERREZ R.P.L.S. 5572

BOUNDARY SURVEY

A PARCEL OF LAND BEING A PORTION OF TRACT 2, LAURA E. MUNDY 234, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO WIT:

CONTAINING IN ALL 516,431 SQ. FT. OR 11.856 ACRES OF LAND MORE OR LESS.

PREPARED FOR:
Hunt Communities GP LLC

H2 Terra
ENGINEERING. SURVEYING. SOLUTIONS.
TBPE FIRM NO. F-2103 TBPLS FIRM NO. 10060700
2020 E. MILLS AVENUE El Paso, TX 79901
(915) 533-1418 FAX: (915) 533-4972

EXHIBIT "B"

Prepared for: EPW
August 10, 2018
(Laura E Mundy 234 Flow Path)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land, being a portion Laura E. Mundy Survey No. 234, City of El Paso and El Paso County, Texas and a portion of Laura E. Mundy Survey No. 234, El Paso County, Texas and being more particularly described by Metes and Bounds as follows:

Commencing for reference at a found 1" pipe for the Northeast corner of Laura E. Mundy Survey No. 234 from which a set ½" rebar for the southeast corner of Laura E. Mundy Survey No. 234 bears South 03°11'52" West a distance of 4417.81 feet; Thence along the common line of Nellie D. Mundy Survey No. 254 and Laura E, Mundy Survey No. 234 South 03°11'52" West a distance of 1560.41 feet to a set ½" rebar for the **"TRUE POINT OF BEGINNING"**

Thence continuing along said line, South 03°11'52" West a distance of 751.40 feet to a set ½" rebar;

Thence leaving said line, South 87°40'01" West a distance of 1126.62 feet to a set ½" rebar;

Thence, South 79°22'41" West a distance of 1048.40 feet to a set ½" rebar;

Thence, North 89°36'42" West a distance of 1110.70 feet to a set ½" rebar on the Easterly right of way line of U.S. Interstate Highway No. 10;

Thence along said right of way line, North 03°14'49" East a distance of 383.55 feet to a set ½" rebar;

Thence leaving said line, North 87°08'57" East a distance of 995.83 feet to a set ½" rebar;

Thence, North 71°09'24" East a distance of 1046.60 feet to a set ½" rebar;

Thence, North 80°46'51' East a distance of 1318.92 feet to the **TRUE POINT OF BEGINNING"** and containing 1,798,151 Square Feet or 41.28 acres of land more or less.

Note: A drawing of even date accompanies this description.

Bearings and Coordinates referenced to the Texas State Plane Coordinate System, Central Zone, NAD 83, Converted to surface with an adjustment factor of 1.0001714072, U.S. Survey Feet.

Ron R. Conde
R.P.L.S. No. 5152

STATE OF TEXAS
REGISTERED
RONALD ROBERT CONDE
5152
PROFESSIONAL
LAND SURVEYOR

CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM NO. 10078100

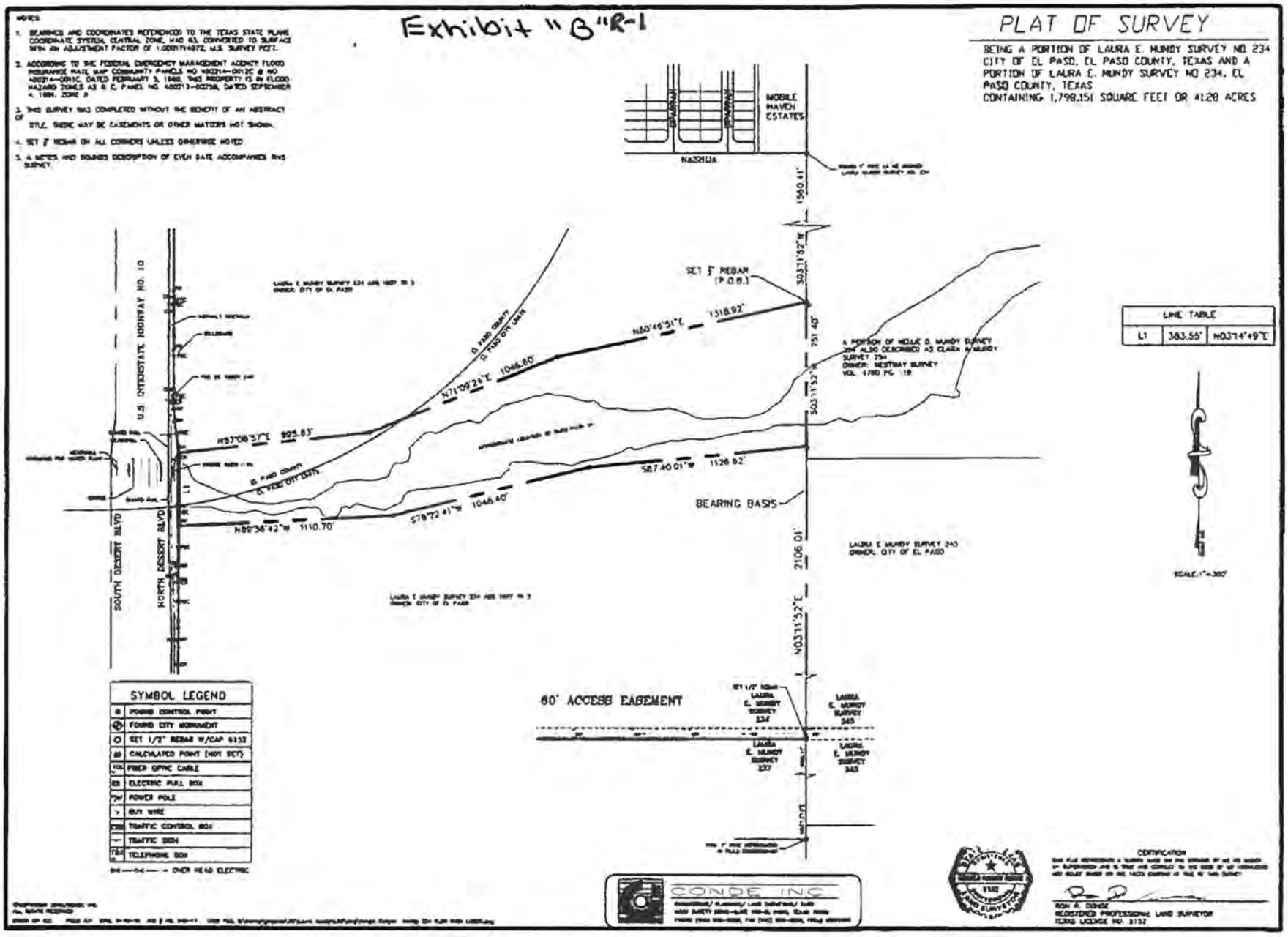

Exhibit "B" R-1
PLAT OF SURVEY
BEING A PORTION OF LAURA E. MUNDY SURVEY NO 234 CITY OF EL PASO, EL PASO COUNTY, TEXAS AND A PORTION OF LAURA E. MUNDY SURVEY NO 234, EL PASO COUNTY, TEXAS CONTAINING 1,798,151 SQUARE FEET OR 41.28 ACRES
NOTES
1. BEARINGS AND COORDINATES REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83, COMBINED TO SURFACE WITH AN ADJUSTMENT FACTOR OF 1.00017149172, U.S. SURVEY FEET.
2. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANELS NO 480214-0011C & NO 480214-0013C, DATED FEBRUARY 3, 1988, THIS PROPERTY IS IN FLOOD HAZARD ZONES A3 & C. PANEL NO. 480213-0025B, DATED SEPTEMBER 4, 1988, ZONE A
3. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS NOT SHOWN.
4. SET ½" REBAR ON ALL CORNERS UNLESS OTHERWISE NOTED
5. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY.
MOBILE HAVEN ESTATES
NASHUA
SET ½" REBAR (P.O.B.)
1960.41'
S03°11'52"W
751.40'
2106.01'
N03°11'52"E
N80°46'51"E 1318.92'
N71°09'21"E 1046.60'
N83°08'37"E 925.83'
S87°40'01"W 1126.82'
S78°72'41"W 1046.40'
N89°36'42"W 1110.70'
BEARING BASIS
U.S. INTERSTATE HIGHWAY NO. 10
SOUTH DESERT BLVD
NORTH DESERT BLVD
EL PASO COUNTY
CITY OF EL PASO
A PORTION OF NELLIE D. MUNDY SURVEY 234, ALSO DESCRIBED AS CLARA A MUNDY SURVEY 234 OWNER: WESTWAY SURVEY VOL 4780 PG 19
LAURA E MUNDY SURVEY 234 OWNER: CITY OF EL PASO
LAURA E MUNDY SURVEY 240 OWNER: CITY OF EL PASO
LINE TABLE
L1 383.55' N03°14'49"E
SCALE: 1"=300'
SYMBOL LEGEND
FOUND CONTROL POINT
FOUND CITY MONUMENT
SET 1/2" REBAR W/CAP 5152
CALCULATED POINT (NOT SET)
FIBER OPTIC CABLE
ELECTRIC PULL BOX
POWER POLE
GUY WIRE
TRAFFIC CONTROL BOX
TRAFFIC SIGN
TELEPHONE BOX
OHP OHP OHP

EXHIBIT "C"

Prepared for: EPW
August 19, 2020

METES AND BOUNDS DESCRIPTION

Description of a parcel of land, being a portion of Tract 2, Laura E. Mundy Survey No. 234, City of El Paso, El Paso County, Texas and a portion of Tract 2, Laura E. Mundy Survey No. 234, El Paso County, Texas and being more particularly described by Metes and Bounds as follows.

The **"TRUE POINT OF BEGINNING" being** a found 1/2" rebar with cap marked TX 5152 on the intersection of the easterly right of way line of U.S. Interstate Highway No. 10, with the common line of Laura E. Mundy Surveys No. 234 & 237

Thence along the easterly right of way line of U.S. Interstate Highway No. 10 the following 5 courses:

North 03°14'49" East (North 00°04'30" East TX DOT R.O.W. Map) distance of 2074.83 feet to a set ½" rebar with cap marked TX 5152;

North 03°52'41" West (North 07°03'00" West, TX DOT R.O.W. Map) a distance of 201.56 feet to a set ½" rebar with cap marked TX 5152;

North 03°14'49" East (North 00°04'30" East, TX DOT R.O.W. Map) a distance of 1300.44 feet to a set ½" rebar with cap marked TX 5152;

North 10°22'19" East (North 07°12'00" East, TX DOT R.O.W. Map) a distance of 201.56 feet to a set ½" rebar with cap marked TX 5152;

North 03°14'49" East (North 00°04'30" East TX DOT R.O.W. Map) a distance of 641.26 feet to a found ½" rebar with cap marked TX 5152 on the northerly line of Nellie D. Mundy Survey No. 234;

Thence along said line, South 86°48'08' East a distance of 40.00 feet to a set 1/2" rebar with cap marked TX 5152;

Thence leaving said line, South 03°14'49" West a distance of 643.78 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 10°22'19" West a distance of 201.56 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 03°14'49" West a distance of 1295.46 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 79905
(915) 592-0283 FAX (915) 592-0286 FIRM NO. 10078100

Thence, South 03°52'41" East a distance of 201.56 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 03°14'49" West a distance of 2077.30 feet to a set ½" rebar with cap marked TX 5152 on the common line of Laura E. Mundy Surveys No. 234 & 237;

Thence along said line, North 86°46'47' West a distance of 40.00 feet to the TRUE **POINT OF BEGINNING"** and containing 176,786 Square Feet or 4.0585 acres of land more or less.

Note: A drawing of even date accompanies this description.

Bearings and Coordinates referenced to the Texas State Plane Coordinate System, Central Zone, NAD 83, Converted to surface with an adjustment factor of 1.0001714072, U.S. Survey Feet.



Ron R. Conde
R.P.L.S. No. 5152

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM NO. 10078100

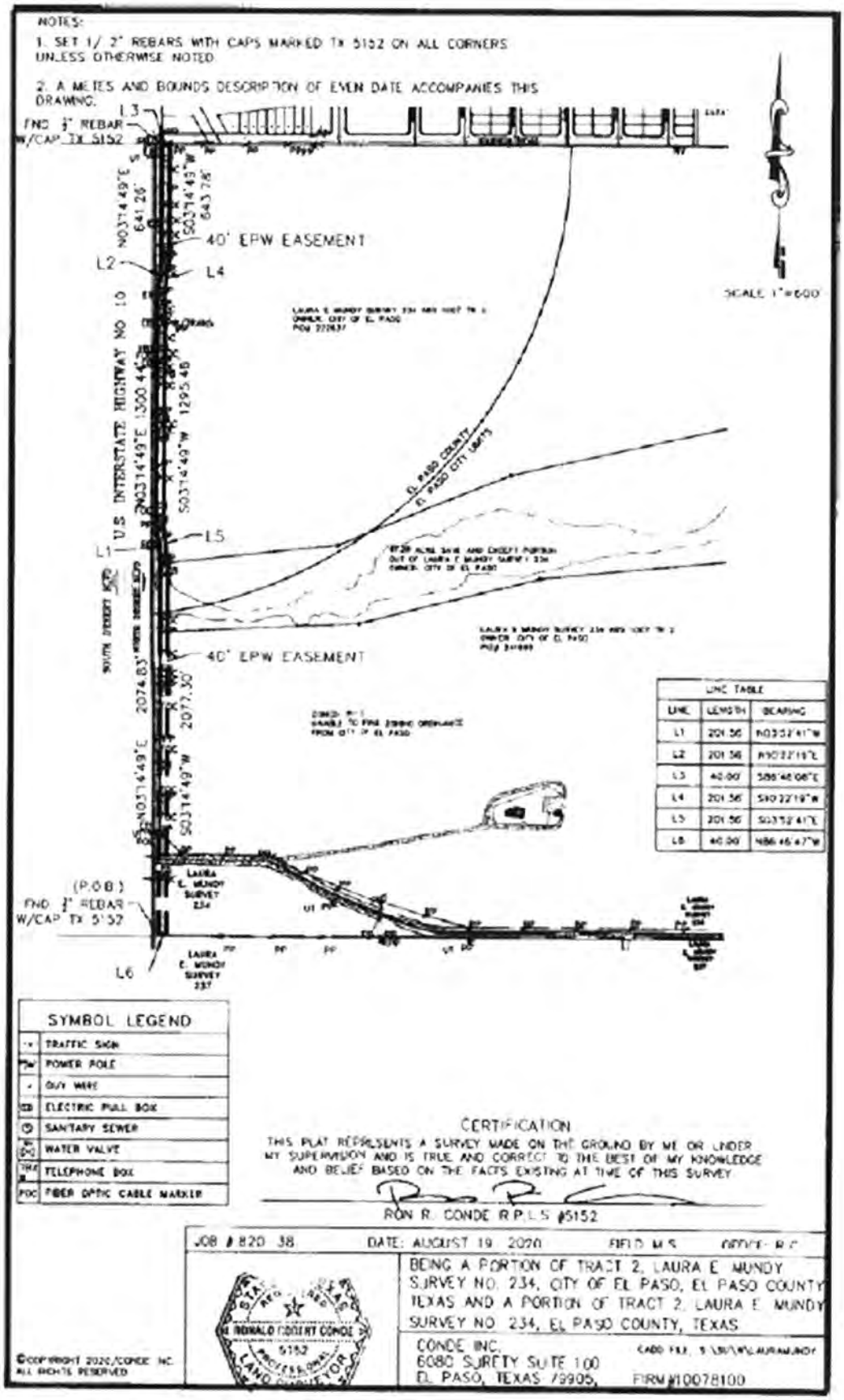

NOTES:
1. SET 1/ 2" REBARS WITH CAPS MARKED TX 5152 ON ALL CORNERS UNLESS OTHERWISE NOTED
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING.
FND 1/2" REBAR W/CAP TX 5152
L3
N03°14'49"E 641.26'
S03°14'49"W 643.78'
40' EPW EASEMENT
L2
L4
SCALE 1"=600
U.S. INTERSTATE HIGHWAY NO 10
N03°14'49"E 1300.45'
S03°14'49"W 1295.48'
EL PASO COUNTY
EL PASO CITY LIMITS
L5
L1
SOUTH DESERT BLVD
N03°14'49"E 2074.83'
S03°14'49"W 2077.30'
40' EPW EASEMENT
LAURA E. MUNDY SURVEY 234
(P.O.B.)
FND 1/2" REBAR W/CAP TX 5152
L6
LAURA E. MUNDY SURVEY 237
LINE TABLE
LINE | LENGTH | BEARING
L1 | 201.56 | N03°53'41"W
L2 | 201.56 | N90°22'19"E
L3 | 40.00' | S86°46'08"E
L4 | 201.56 | S90°22'19"W
L5 | 201.56 | S03°53'41"E
L6 | 40.00 | N86°46'47"W
SYMBOL LEGEND
TS TRAFFIC SIGN
PP POWER POLE
GW GUY WIRE
EB ELECTRIC PULL BOX
SS SANITARY SEWER
WV WATER VALVE
TMH TELEPHONE BOX
FOC FIBER OPTIC CABLE MARKER
CERTIFICATION
THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF BASED ON THE FACTS EXISTING AT TIME OF THIS SURVEY.
RON R. CONDE R.P.L.S #5152
JOB # 820.38
DATE: AUGUST 19, 2020
FIELD M.S.
OFFICE: R.C.
RONALD ROBERT CONDE
5152
REGISTERED PROFESSIONAL LAND SURVEYOR
BEING A PORTION OF TRACT 2, LAURA E. MUNDY SURVEY NO. 234, CITY OF EL PASO, EL PASO COUNTY TEXAS AND A PORTION OF TRACT 2, LAURA E. MUNDY SURVEY NO. 234, EL PASO COUNTY, TEXAS
CONDE INC.
6080 SURETY SUITE 100
EL PASO, TEXAS 79905.
FIRM #10078100
©COPYRIGHT 2020/CONDE INC. ALL RIGHTS RESERVED

EXHIBIT "C-1"

LICENSE FOR ACCESS EASEMENT

GRANTOR: El Paso Water Utilities, hereinafter referred to as "Grantor."

GRANTEE: Jobe Materials, L.P., whose address is 1150 Southview Drive, El Paso, Texas 79928, hereinafter referred to as "Jobe" or "Grantee."

WHEREAS, Grantor has been vested pursuant to Texas Government Code Section 1502.070 with the complete management and control of the El Paso water and wastewater utility system; and,

WHEREAS, Grantor is the Trustee in Trust for approximately 30,000 acres of land in El Paso County, Texas for the protection of groundwater beneath said acreage and the use and benefit of the system and its ratepayers; and,

WHEREAS, Grantor has delegated such signature authority as may be necessary for License Agreements in which the annual fee is no greater than $5,000.00 to the General Manager of Grantor; and,

WHEREAS Grantee is the holder of a land lease from the Texas General Land Office, for the West ½ (W½) and the Southeast ¼ (SE¼) of Section 6, Block 82, Township 1, T&P Surveys, El Paso County, Texas, hereinafter referred to as "Section 6"; and

WHEREAS, Grantee has requested a "floating access easement" upon and across that certain parcel of land under the jurisdiction of Grantor described as land in the Nelly E. Mundy Survey No. 245 and Laura E. Mundy Survey No. 234, El Paso, El Paso County, Texas; which land is East of Grantee's Texas General Land Office leasehold; and

WHEREAS Grantor has agreed to grant to Grantee a thirty-year license for a floating access easement to provide access to and from the leasehold of Grantee.

NOW THEREFORE, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and a one time $1,200.00 administrative processing fee and $5,000.00 license fee payable annually to Grantor and other good and valuable consideration together with the covenants and agreements contained in this license agreement, Grantor does hereby:

1. Grant and convey to Grantee a thirty-year license for the use of a 60-ft. wide road and utility access easement across Grantor's property in the Nelly E. Mundy Survey No. 245 (hereinafter Section 245) and Laura E. Mundy Survey No. 234, hereinafter Section 234. The location of such easement is generally shown on Exhibit A attached hereto and incorporated herein by reference and shall extend from the common line between the Laura E. Mundy Survey No. 236, El Paso County, Texas, and the Nelly E. Mundy Survey No. 245 in a westerly direction across Section 245 and Section 234 to a point where such easement reaches the east boundary of the Texas Department of Transportation right of way line from the north bound frontage road to Interstate Highway 10. Interstate Highway 10 passes in a south to north direction through the Laura E. Mundy Survey No. 234.

2. **Purpose.** This easement shall be for roadway and utility purposes, to provide access across property owned by Grantor, as part of an access road to Grantee's leased premises in Section 6 hereinabove identified.

3. **Term.** The term of this license for an access easement shall be not more than thirty years from the date of execution hereof at which time such license shall terminate and be of no further force and effect.

4. **Floating Easement, Grantor's Right to Require Change of Location of Easement.** The initial location of such easement shall be by mutual agreement of the parties. Grantor reserves the right and Grantee does hereby specifically agree that upon Grantor's request and upon 120 days written notice to Grantee from Grantor, that Grantee shall relocate such roadway easement one time to an alternate location within said Section 245 and Section 234 hereinabove identified, as may be designated by Grantor in the future to accommodate Grantor's future use and development of such property. While Grantor shall have the right to designate such alternate location, Grantor does hereby agree to consult with and obtain input from Grantee in choosing such location, to take into account terrain and topography, and Grantee's input with regard to the choice of such location. Any relocation of such roadway easement and the improvements therein within Sections 234 and 245, shall be done solely at Grantee's expense and shall be required in order for Grantee to continue the use of such easement. The parties do hereby specifically agree that there should be a "floating easement," meaning that it shall be subject to a one-time relocation at Grantee's expense at the request of Grantor to accommodate Grantor's future use of its property.

5. **Beneficiaries.** Grantee and its agents, licensees, permitees, and successors in interest shall have a full right of use of such easement. Such easement shall be non-exclusive and the Grantor for itself, its assigns, and successors reserves the right of use of said easement and any such right of use shall be limited to the term hereof. Grantor further recognizes that Grantee will also have to obtain an easement for one or more property owners in the Laura E. Mundy Survey No. 236, in order to reach Section 6 with this access road. Grantor hereby agrees that Grantee shall have that power and authority to authorize the owners of property in Section 236 to use the limited license created hereby as consideration for such property owners having also granted to Grantee an easement across Section 236 to Section 6 for purposes of completing the access easement from Section 6 to the public roadway provided that any property owner in Section 236 who would receive the right of use of this easement should be required and shall agree to sign an indemnity and hold harmless agreement in favor of Grantor and Grantee arising out of their use of such easement across Sections 245 and 234 and their rights shall be limited to the term hereof.

6. **Cost and Expense of Maintenance and Construction.** All cost and expense of designing, constructing, and building any roadway or utilities within such easement shall be paid by Grantee. For so long as Grantee or its assigns or lessees or permitees are the sole or primary users of said road, Grantee shall maintain such road at its sole cost and expense and Grantor shall have no liability or responsibility for the cost of maintenance

of such road. If Grantor or its assigns or successors in interest shall commence use of such roadway easement, then the parties shall negotiate an allocation of maintenance, cost and expense based upon the projected volume of use of such road by each party. If the Grantor and Grantee mutually agree that a third party, such as the property owners in Section 236, shall be entitled to use this road pursuant to the terms thereof, or pursuant to mutual agreement of Grantor and Grantee, then the cost and maintenance of such road shall be allocated and prorated between all parties using the same, by mutual agreement of Grantor and Grantee. Grantee shall not be required to provide all the costs of maintenance of such road, if third party besides Grantee or its permitees or lessees or assigns are using such road.

7. **Control of Access.** Grantor agrees that such roadway shall not be a public right of way or public roadway and that Grantee shall have the right that for so long as Grantee is the sole or primary user of such road, to control the access thereto and to lock or gate such road to prevent the general public or third parties from using the same. Nothing herein shall be construed as prohibiting Grantor or its authorized agents, lessees, or assigns from using such road at any time. The parties do agree that it would be mutually in the best interest of both parties to control the access and right of use of such road and that such road shall not be opened to use for the general public or third parties, until such time as Grantor determines that it is appropriate to do so or has a reason to use such road for purposes of providing access to its property in Sections 245 and 235 hereinabove described.

8. **Indemnity.** Grantee agrees that as a condition of its right of use of the access easement created by this license agreement, that it does hereby agree to indemnify and hold harmless the Grantor from any claims, causes of action, liability for personal injury, wrongful death, property damage, or other damages or consequences arising out of the existence of and/or use of such road by Grantee, or its permitees, licensees, lessees, successors in interest, or assigns, including any expenses incurred by Grantor in defending itself from any claim brought by any third party claiming personal injury, wrongful death, property damages, or other damages or consequences, including all costs and reasonable attorney's fees incurred by Grantor in defending such action or claim. Grantee specifically acknowledges that the providing of this indemnity agreement to Grantor is a condition of allowing it to build, construct, and use such access easement for roadway and utility access purposes. Grantee further agrees to provide to Grantor a certificate of general liability insurance covering such access easement, naming the Grantor as an additional named insured on such certificate of insurance. Such insurance shall be maintained in full force and effect throughout the entire term of this license and in the minimum amount of ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) per occurrence and certificates of insurance shall require the insurer to provide to the Grantor at least thirty days advance written notice of termination or any changes in coverage for such insurance. The provision of such insurance and maintenance of such insurance coverage shall be an additional condition precedent to the Grantee's right of use of such easement for the purposes specified herein.

Grantee shall have the right to allow its customers, licensees, permitees, lessees, successors in interest, or assigns to use such road and access easement provided that the Grantee may require one or more of such third parties, as a condition of the right of use of such roadway easement as created by this license agreement, to provide an indemnity and hold harmless agreement in favor of Grantor and Grantee against any claims, cross suits for action or liability for personal injury, wrongful death, property damage, or other damages or consequences arising out of such third parties' use of such road and utility easement for any purposes.

9. **Application of Law.** The interpretation of this easement shall be governed by the laws of the State of Texas and enforcement of any provision shall be exclusively in the venue of courts of competent jurisdiction in El Paso County, Texas.

10. **Notices.** Any notice to Grantor hereunder shall be addressed to Grantor at:
El Paso Water Utilities Public Service Board
Attn: General Manager
1154 Hawkins Blvd.
El Paso, Texas 79925

Any notice to Grantee shall be addressed to Grantee at:
Jobe Materials, L.P.
Attn: Stanley P. Jobe
1150 Southview Drive
El Paso, TX 79928

copy to: Ralph Wm. Richards
(915) 298-9900 FAX

EXECUTED this 20th day of May, 2005.

GRANTOR:

El Paso Water Utilities Public Service Board

Edmund G. Archuleta, P. E.
General Manager

GRANTEE:

JOBE MATERIALS, L.P.
A Texas Limited Partnership

By:JOBECO MATERIALS, L.L.C.,
A Texas Limited Liability Company,
its General Partner

Stanley P. Jobe, Member

Acknowledgments on next page

ACKNOWLEDGEMENTS

STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on May 20, 2005 by Edmund G. Archuleta, P. E., General Manager of the El Paso Water Utilities, on behalf of the El Paso Water Utilities.

Seal: NANCY E. GUTIERREZ NOTARY PUBLIC STATE OF TEXAS COMMISSION EXPIRES: FEBRUARY 17, 2008

Nancy E Gutierrez
Notary Public, State of Texas

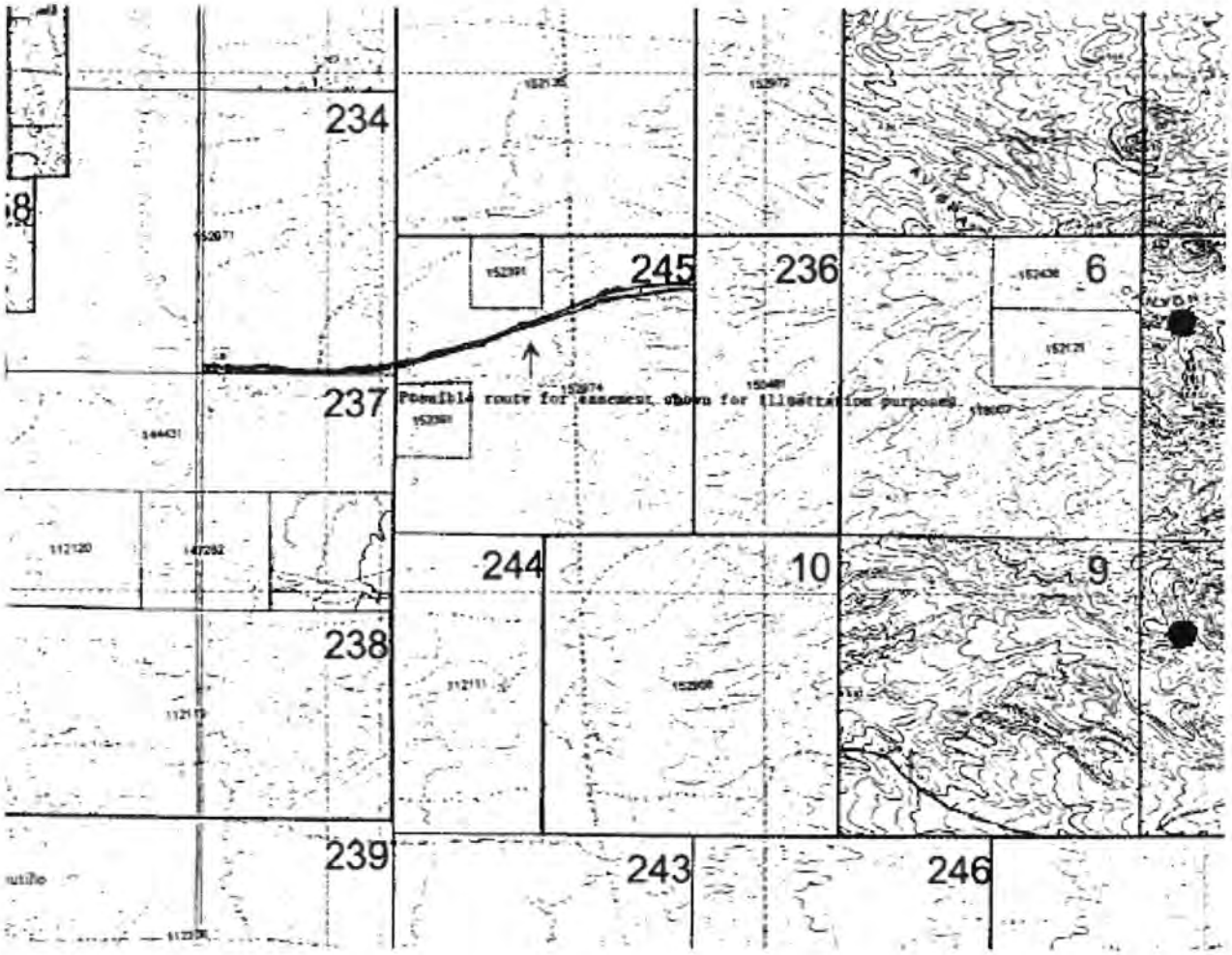
STATE OF TEXAS

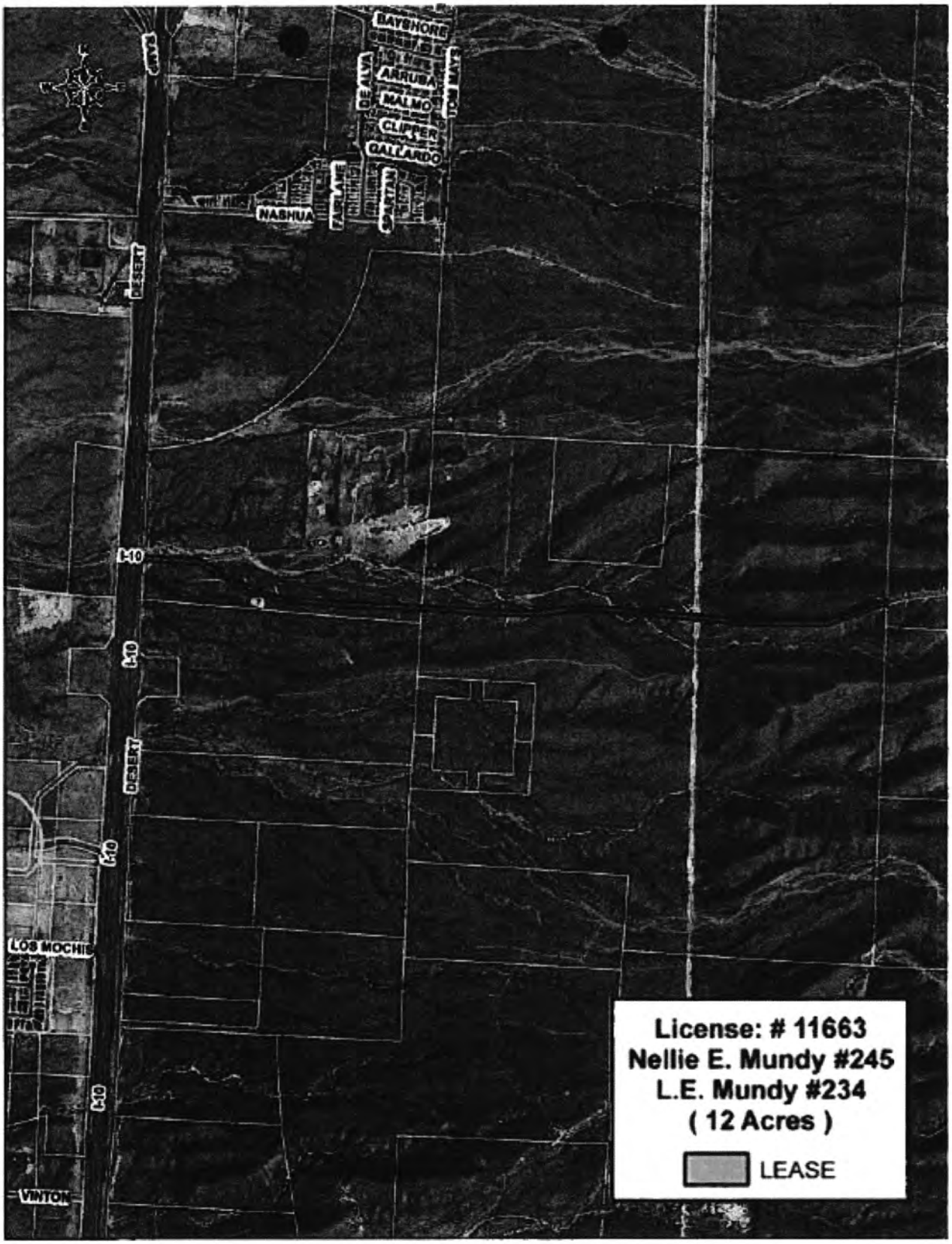
COUNTY OF EL PASO

This instrument was acknowledged before me on May 19, 2005 by Stanley P. Jobe, Member, of Jobeco Materials, L.L.C., General partner of Jobe Materials, L.P., on behalf of Jobeco Materials, L.L.C.

Veronica Rosario
Notary Public, State of Texas

Seal: VERONICA ROSARIO NOTARY PUBLIC In and for the State of Texas My commission expires 06-25-2006


234
245
236
6
237
Possible route for easement shown for illustration purposes
244
10
9
238
239
243
246



[EXHIBIT "C-1" TO PURCHASE AND SALE AGREEMENT – EPWATER AND HUNT COMMUNITIES HOLDING, LLC]

AGREEMENT NOT TO MINE CERTAIN LAND KNOWN AS THE ACCESS EASEMENT AREA

STATE OF TEXAS

COUNTY OF EL PASO

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 15th day of April, 2005, Jobe Materials, L.P. filed in the General Land Office its application to lease, in accordance with Chapter 53, Subchapter B, of the Texas Natural Resources Code, the following tract(s) of land in the State of Texas:

W/2 and SE/4 of Section 6, Block 82, T-1, T&P containing 480 acres, more or less, in El Paso County, Texas (hereinafter referred to as the ("Leased Premises")

WHEREAS, in accordance with Chapter 53, Subchapter B, of the Texas Natural Resources Code, Mining Lease M-104945 ("Lease") was made and entered into on the 20th day of April, 2005, between the State of Texas, acting by and through the COMMISSIONER of the General Land Office of the State of Texas, and Jobe Materials, L.P. of 1150 Southview Drive, El Paso, Texas 79928 (hereinafter referred to as "LESSEE"). LESSEE, as used herein, shall also include any successor, assignee, devisee, legal representative or heir who acquires any right or obligation initially held by this named LESSEE under this lease and

WHEREAS, the State of Texas for use and benefit of the Permanent School Fund, by and through Jerry Patterson, Commissioner Texas General Land Office and Chairman of the Texas School Land Board for the consideration of the public service it will serve to the citizens of the El Paso and surrounding areas, and the further consideration of $10.00 and other good and valuable consideration the receipt and sufficiency of which is acknowledged, entered into an Access Easement Agreement with the El Paso Water Utilities Public Service Board upon a portion of State Property more particularly described by metes and bounds attached hereto and made a part hereof as Exhibit "A" (the Access Easement Area) to operate and maintain a system of bike trails and other related improvements in the Access Easement Area and:

WHEREAS, a portion or portions of the Access Easement Area crosses and is a part of the Leased Premises and the use thereof conflicts with the Lessee's use of the Leased Premises and

NOW THEREFORE, the Lessee of the Leased Premises for the consideration of the public service it will serve to the citizens of the El Paso and surrounding areas and the further consideration of $10.00 and other good and valuable consideration, agrees as follows:

So long as the Lease is in effect, Lessee shall not mine by drilling, boring, open pit, underground mining, strip mining, solution mining or any other method permitted in the Lease, and shall not extract, mill, remove or market limestone, sandstone, granite, sand, gravel, caliche or clay and the rocks, minerals and mineral substances that are contained in or are necessarily and actually produced in conjunction with or incidental to the named material from the Access Easement Area as described in Exhibit "A".

Executed this the 29th day of ~~April~~ June, 2010.

LESSEE

Jobe Materials L.P.
~~PO Box 3318~~ 1150 Southview Drive
El Paso, Texas ~~79923-3318~~ 79928

By _____

Stanley Jobe
Printed Name
Member of Jobeco Materials, L.L.C.,
General Partner of Jobe Materials, L.P.
Title

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared STANLEY JOBE known to me to be the persona whose name is subscribed to the foregoing instrument, as Member of Jobeco Materials, LLC, General Partner of Jobe Materials, L.P. and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity stated and as the act and deed of said Limited Partnership.

Given under my hand and seal of office this the 7th day of June 2010.

Veronica Rosario

Notary Public In and for the State of Texas

Veronica Rosario

Printed Name My commission expires 6/25/2013

VERONICA ROSARIO
Notary Public, State of Texas
My Commission Expires
JUNE 25, 2013

EXHIBIT "A"

Cutts Land Surveying, Inc.
Professional Land Surveyors

PROPERTY DESCRIPTION
28.224 Acres

Being the description of a portion of Section 6, Block 82, Township 1, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found 2 inch iron pipe at the Southwest corner of said Section 6 and Southeast corner of the Nellie D. Mundy 236 and a found 2 inch iron pipe at the Northwest corner of said Section 6 bears, North 00°40'34" East, a distance of 5267.67 feet and a found 2 inch iron pipe at the Southwest corner of said Mundy Survey bears, South 89°50'44" West, a distance of 2369.07 feet and the NGS monument "Chino" [North 3,266,764.804 meter, East 109,348.727 meter, North 10,717,710.86 feet, East 358,754.95 feet, Texas State Plane Coordinate System, Central Zone, NAD 83 (1913), Scale Factor = 1.00001098, Convergence = -03°13'06"] bears, South 80°34'46" West, a distance of 10,995.52 feet;

THENCE, along the South line of said Section 6, North 89°47'20" East, a distance of 479.26 feet to a set ½ inch rebar and **POINT OF BEGINNING** for the herein described tract;

THENCE, leaving said Section line, North 61°54'43" East, a distance of 848.70 feet;

THENCE, North 86°23'31" East, a distance of 458.25 feet;

THENCE, South 83°55'29" East, a distance of 611.73 feet;

THENCE, North 80°30'56" East, a distance of 477.76 feet;

THENCE, North 85°21'07" East, a distance of 303.53 feet;

THENCE, South 63°26'02" East, a distance of 379.48 feet;

THENCE, South 87°26'15" East, a distance of 738.02 feet;

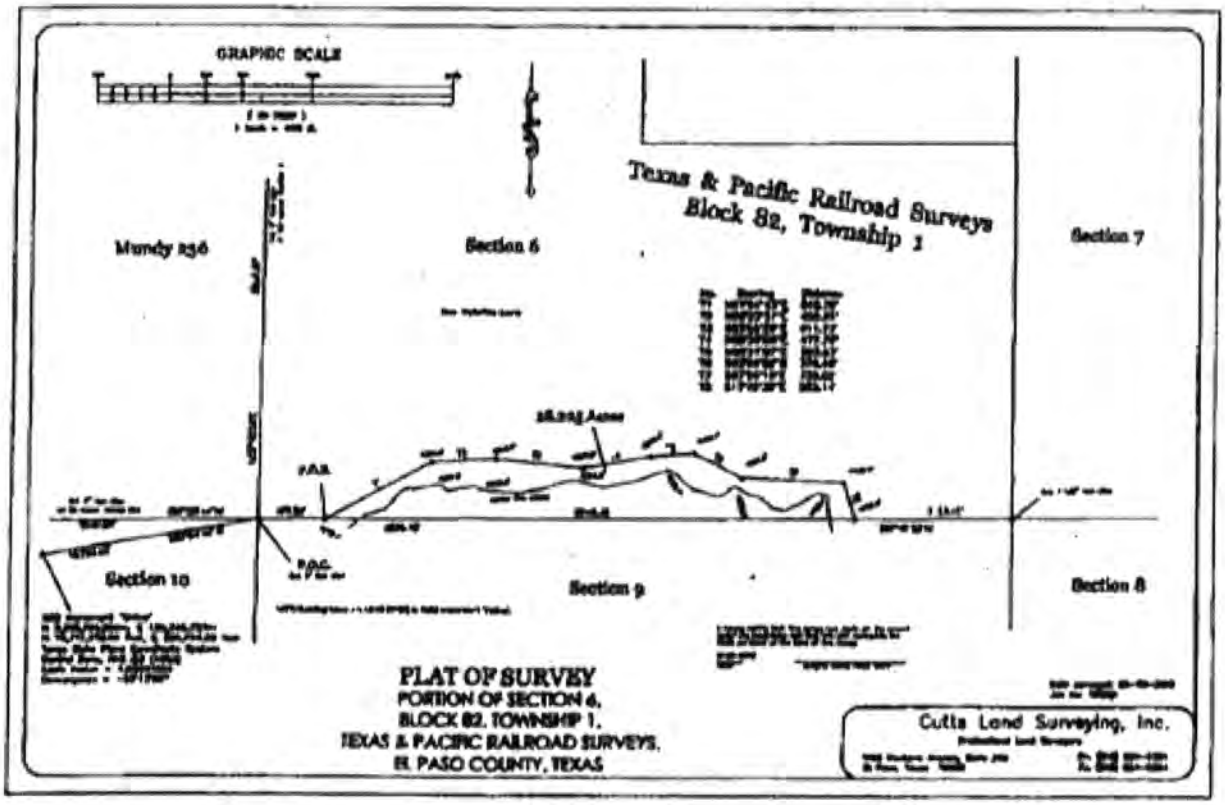
THENCE, South 17°49'39" East, a distance of 263.14 feet to said South line of Section 6 and a found 1 ½ inch iron pipe at the Southeast corner of section 6 bears, North 89°47'20" East, a distance of 1113.41 feet;

THENCE, along said South line, South 89°47'20" West, a distance of 3745.43 feet to the **POINT OF BEGINNING** and containing **28.224 acres** of land.

This description was prepared from a survey made on the ground on February 2, 2010 with a plat of same date. Bearing base is NAD 83 (1993) at NGS monument "Chino".

PREPARED BY:
Cutts Land Surveying, Inc.
El Paso, Texas
February 5, 2010
Job No. 100201

1100 Montana, Suite 206
El Paso, Texas 79902
Email: cutslandsurvey@att.net
Tel. (915) 534-9101
Fax (915) 534-9394


GRAPHIC SCALE
Texas & Pacific Railroad Surveys
Block 82, Township 1
Mundy #36
Section 6
Section 7
Section 10
Section 9
Section 8
P.O.B.
PLAT OF SURVEY
PORTION OF SECTION 6,
BLOCK 82, TOWNSHIP 1,
TEXAS & PACIFIC RAILROAD SURVEYS,
EL PASO COUNTY, TEXAS
Cutts Land Surveying, Inc.

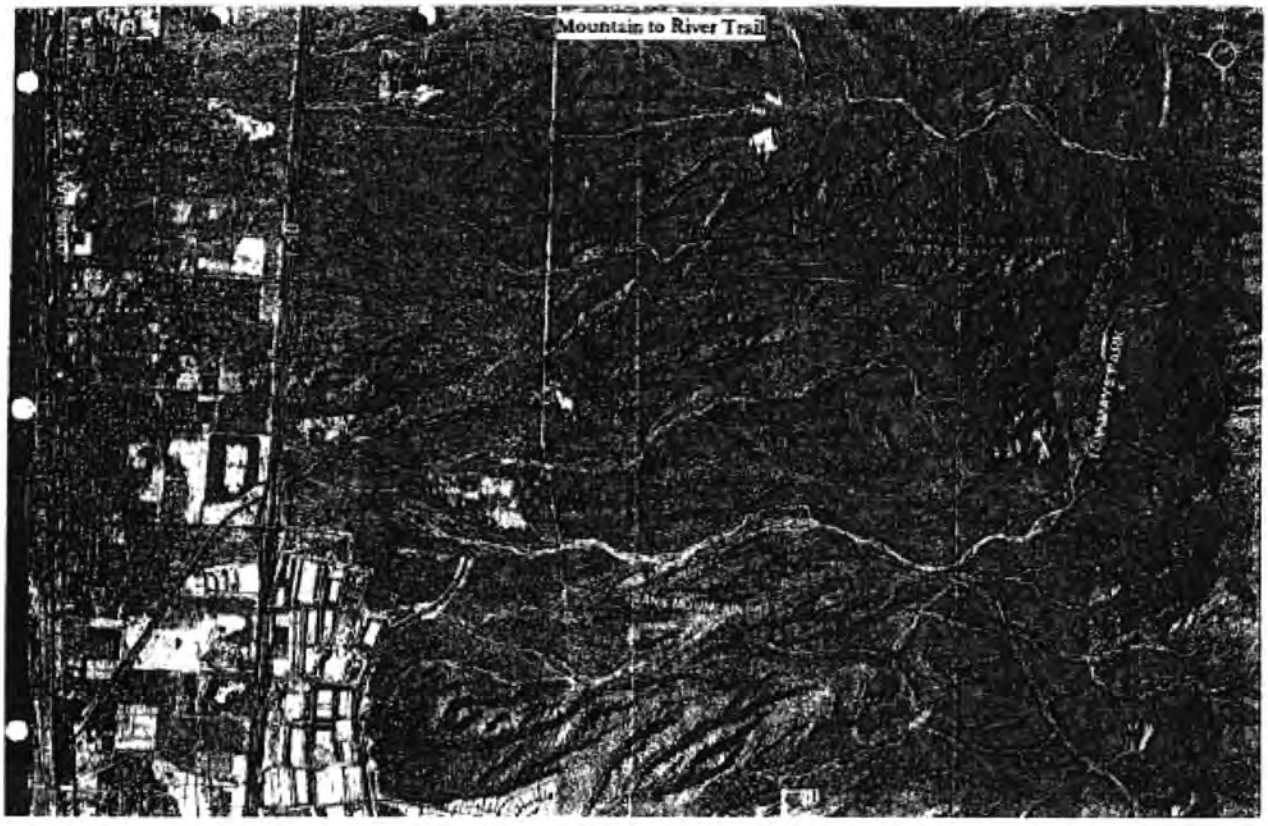

Mountain to River Trail

EXHIBIT "C-2"

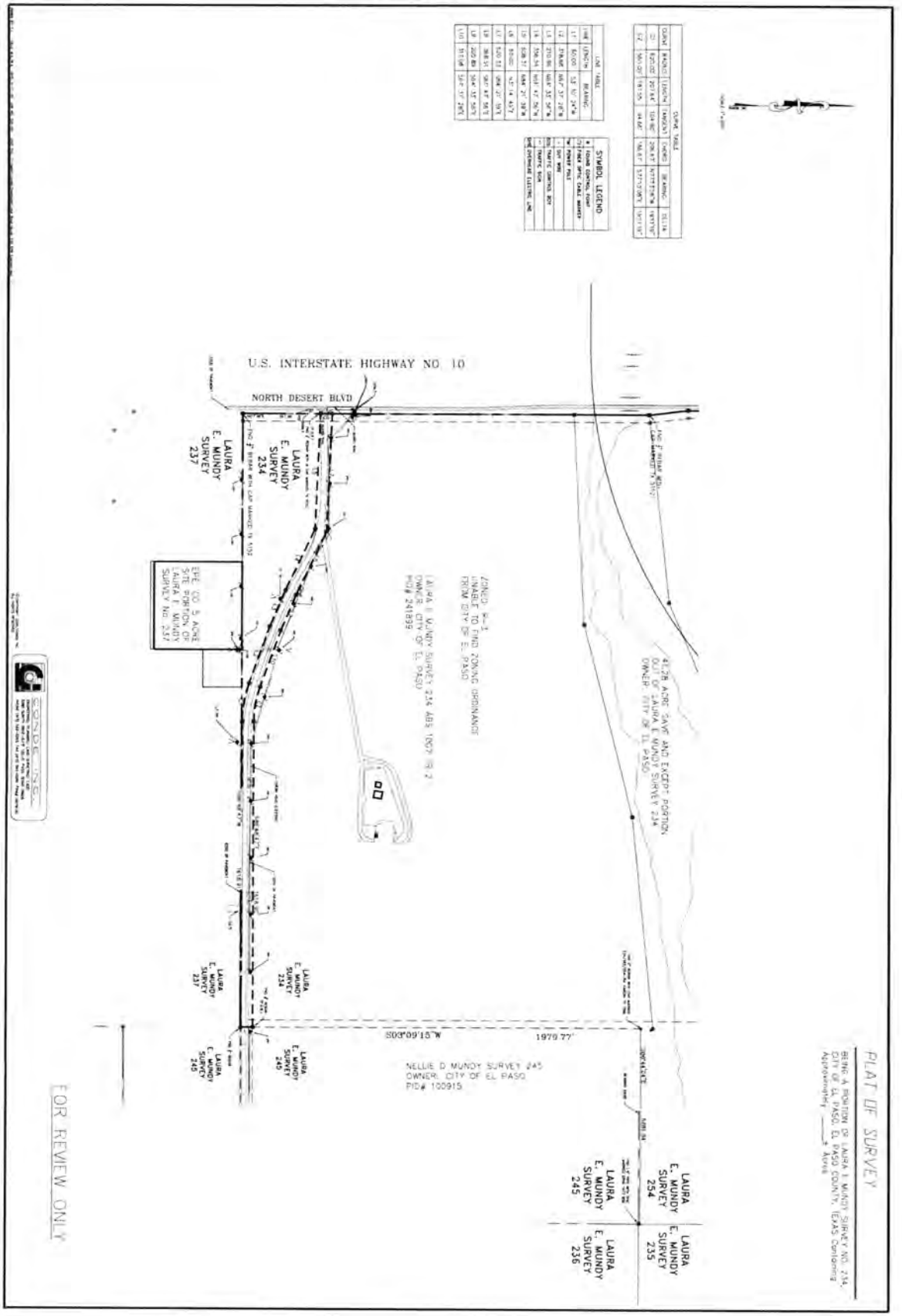

U.S. INTERSTATE HIGHWAY NO. 10
NORTH DESERT BLVD
LAURA E. MUNDY SURVEY 237
LAURA E. MUNDY SURVEY 234
LAURA E. MUNDY SURVEY 245
LAURA E. MUNDY SURVEY 254
LAURA E. MUNDY SURVEY 235
LAURA E. MUNDY SURVEY 236
S03°09'15"W
1979.77'
NELLIE D MUNDY SURVEY 245
OWNER: CITY OF EL PASO
PID# 100915
LAURA E MUNDY SURVEY 234 ABS 1907 TR 2
OWNER: CITY OF EL PASO
PID# 241899
ZONED: R-F
UNABLE TO FIND ZONING ORDINANCE FROM CITY OF EL PASO
41.28 ACRE SAVE AND EXCEPT PORTION OUT OF LAURA E MUNDY SURVEY 234
OWNER: CITY OF EL PASO
FEE TO 5 ACRE SITE PORTION OF LAURA E MUNDY SURVEY No. 257
SYMBOL LEGEND
LINE TABLE
CURVE TABLE
PLAT OF SURVEY
FOR REVIEW ONLY

EXHIBIT "D"

EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD

PORTION OF LAURA E. MUNDY SURVEY NO. 234,
CITY OF EL PASO AND EL PASO COUNTY, TEXAS, AND
A PORTION OF LAURA E. MUNDY SURVEY NO. 234, EL PASO COUNTY, TEXAS

BID NUMBER:
26-20

TO BE OPENED:
Friday, July 10, 2020
11:00 A.M.

BIDDER'S PROPOSAL

TO: El Paso Water Utilities - Public Service Board
P.O. Box 511
El Paso, Texas 79961-0001

SUBJECT: Sale of Real Estate

We, the undersigned, offer to purchase the following described real estate in accordance with the enclosed General Conditions and Instructions to Bidders.

DESCRIPTION OF LAND	TOTAL AMOUNT BID
PORTION OF LAURA E. MUNDY SURVEY NO. 234 CITY OF EL PASO AND EL PASO COUNTY, TEXAS, AND A PORTION OF LAURA E. MUNDY SURVEY NO. 234, EL PASO COUNTY, TEXAS APPROXIMATELY (330.26 ACRES) (NET 320.26 ACRES)	$11,505,000.00

The attached metes and bounds survey describes the gross acreage and location of the parcel. All bids must comply with the conditions set forth herein.

The **MINIMUM ACCEPTABLE BID** for land is **$4,410,104.00.** In addition, the successful bidder must pay all closing costs including title insurance, advertising, appraisals, and survey fees at closing.

Hunt Communities Holding, LLC
FIRM

SIGNATURE

Justin Chapman, President
PRINTED NAME

4401 N. Mesa St., El Paso TX 79902
MAILING ADDRESS

915-533-1122
TELEPHONE NUMBER / FAX

1

CITY OF EL PASO
EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD

SALE OF REAL ESTATE

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

BID NUMBER
26-20

Sealed bids addressed to John E. Balliew, P.E., President/CEO, El Paso Water Utilities for the sale of property described as a portion of Laura E. Mundy Survey No. 234, City of El Paso and El Paso County, Texas, and a portion of Laura E. Mundy Survey No. 234, El Paso County, Texas, totaling approximately **330.26 acres, (320.26 net acres)** of real estate, as shown on the attached **Exhibit "A"**, will be received in the office of the El Paso Water Utilities, located at 1154 Hawkins Boulevard, El Paso, Texas 79925 until **11:00 A.M.**, local time, **Friday, July 10, 2020**, publicly opened and read aloud via live streaming. Check scheduling information on the solicitation page at www.epwater.org.

BID AND CONVEYANCE PROCEDURES

1. Bids must be made on the attached Bidder's Proposal. An original copy must be received in the El Paso Water Utilities' Purchasing Department by **11:00 A.M.**, local time, **Friday, July 10, 2020**, by either mailing to El Paso Water Utilities, P.O. Box 511, El Paso, Texas 79961-0001 or by hand delivery to the senior purchasing agent on the 1st floor of the El Paso Water Utilities' Administration building at 1154 Hawkins Boulevard, El Paso, Texas. The Bidder is responsible for delivery of the bid by the above listed time. All bids shall be in a sealed envelope that is clearly marked with the Bid Number on the lower left-hand corner of the outside of the envelope.

2. The bid will be awarded to the bidder submitting the highest bid that equals or exceeds the minimum acceptable price. All bids must comply with the conditions set forth herein.

3. Any bid received after the above listed time for receiving bids will be returned unopened.

4. Bidders are invited to view bid opening via live streaming that will be posted on the solicitation page at www.epwater.org.

5. If the bid is made by an agent for a proposed purchaser, the signature of such agent shall be affixed to the Bidder's Proposal. In addition, the bid shall identify the proposed purchaser in whose name the title will be taken. **No agent or broker commission will be the responsibility or will be paid by the El Paso Water Utilities - Public Service Board.**

6. The El Paso Water Utilities - Public Service Board reserves the right to reject any or

all bids or to award a contract either in whole or in part and to waive any minor irregularities, if it is deemed to be in the best interest of the El Paso Water Utilities - Public Service Board.

7. Each bidder **must include** a cashier's check, certified check or money order in the amount of five percent (5%) of the bid total as earnest money to ensure that the successful bidder will complete the purchase of the land. Such bid security must identify the bidder in whose name it is submitted. If the successful bidder fails to complete the purchase, said earnest money will be forfeited, and the El Paso Water Utilities - Public Service Board reserves the right to make the sale to the next highest responsible bidder or to reject all bids.

8. No bid may be withdrawn after the deadline for receipt of bids. The El Paso Water Utilities – Public Service Board will retain the earnest money of the successful bidder and the earnest money will be applied to the purchase price of the successful bidder's land.

9. No oral, telephone, internet or telegraph bids will be accepted.

10. After award of the bid, all unsuccessful bidders will be notified in writing and their earnest monies will be refunded within 30 days of notice.

11. The **MINIMUM ACCEPTABLE BID for the land** is **$4,410,104.00**. In addition, the successful bidder must pay at closing, all costs of title insurance, advertising, appraisal, and survey fees.

12. The property must be purchased in cash at the time of closing. All closing costs, including title insurance, advertising, appraisal and survey fees must be paid by the successful bidder.

13. Within ten (10) days after receipt of written notification of acceptance of this bid, the successful bidder shall provide the El Paso Water Utilities - Public Service Board with all information necessary to prepare a contract of sale and deed and any other information or documentation necessary to close the sale. Unless good cause exists for further delay, it is contemplated that the sale will be closed within thirty days from the date of approval by the City Council of the City of El Paso of an ordinance authorizing the sale. The earnest money will be deposited in an interest bearing account after the date of award by the El Paso Water Utilities - Public Service Board with interest accruing to the El Paso Water Utilities - Public Service Board.

14. Conveyance of the property to the successful bidder shall be contingent upon passage of an ordinance by the El Paso City Council authorizing the Mayor or City Manager to execute a deed or deeds or other documents as needed, and acceptance of any conditions placed on the sale of the property by the El Paso City Council.

15. The successful bidder shall execute a real estate sales contract acceptable to the El Paso Water Utilities – Public Service Board General Counsel and/ or retained outside counsel, within 20 days of award of the bid by the Public Service Board, which will include the General Conditions and Instructions to Bidders Requirements

as set forth herein.

16. The conveyance of the subject real estate will be by Special Warranty Deed and will be subject to all easements, licenses, restrictions, reservations, rights of way, dedications, conditions, and other encumbrances, of record or apparent upon the property, or as set forth herein.

17. The conveyance of the subject real estate shall be subject to a reservation of all ground water, water rights, or rights to surface water to the El Paso Water Utilities - Public Service Board of the City of El Paso; Such reservation will be addressed in the Special Warranty Deed.

18. All future obligations of the successful bidder with regard to the subject real estate, as noted in the bid package, will be binding upon the successful bidder's successors, and/or assigns.

19. Questions concerning the bid package or bid procedure should be directed in writing to the Purchasing Department of the El Paso Water Utilities - Public Service Board, attn: Rose Guevara at rguevara@epwater.org.

20. Technical questions concerning the bid package should be directed to the Senior Purchasing Agent of the El Paso Water Utilities – Public Service Board, attn: Rose Guevara at rguevara@epwater.org.

GENERAL DEVELOPMENT REQUIREMENTS

21. Any conveyance of this land will be subject to a restrictive covenant to the effect that the successful bidder, its successors or assigns will not subject to existing law, discard, place or store upon such land, any radioactive material or other hazardous waste material or animal waste which would contaminate or otherwise damage the ground water supply sources of the City of El Paso.

22. This property is inside and outside the city limits of El Paso. The development of the property, including the design, location and construction of improvements shall be in accordance with City of El Paso Municipal Code requirements, including any City Municipal Code requirements for a Land Study prior to development and the City of El Paso Drainage Design Manual. Future development of this property must retain its developed runoff.

23. Re-zoning the property for uses other than those allowed in the current zoning category is the sole responsibility of the successful bidder after the transfer of title. Neither the City of El Paso, the El Paso Water Utilities Public Service Board or their agents or employees have made any representations regarding future land uses and zoning. Future zoning applications are subject to full review of City of El Paso staff, the City Plan Commission and the discretion and final approval of City Council.

24. The successful bidder accepts the responsibility for conducting its own archeological and environmental surveys of the property and contacting the Texas Historical Commission (THC) for any potential archeological information pertaining to the site. Mitigation of any conditions on the property, including archeological sites or, without

limitations, adverse environmental conditions, shall be at the expense of the successful bidder who shall take the property subject to all existing conditions. The successful bidder accepts responsibility for its determination of the nature and extent of any archeological sites, or without limitations, any adverse environmental conditions by its complete inspection of the property.

25. The successful bidder acknowledges that the property contains a closed landfill. **The successful bidder accepts all liabilities, environmental or otherwise, associated with the closed landfill. Remediation of any conditions on the property, without limitations, shall be at the expense of the successful bidder, who shall accept the property subject to all existing conditions.**

26. The successful bidder agrees that he or she has examined the property and accepts the land **"AS IS"** including but not limited to the present zoning and surface conditions, all easements, licenses, restrictions, reservations, rights of way, dedications, present zoning and surface conditions, and other encumbrances, of record or apparent upon the Property.

27. The successful bidder shall convey to the City of El Paso, at no cost, up to 10 acres of land inside the City of El Paso city limits for its municipal use.

DRAINAGE REQUIREMENTS

28. The successful bidder shall be required to make use of Low Impact Development Practices for Stormwater Management (LID) standards. The low impact drainage standards for the deveopment of the property shall be reviewed and approved by the City of El Paso. The LID standards shall promote the following measures:

- Encourage drainage conservation measures.
- Promote impact minimization techniques such as impervious surface reduction.
- Provide for strategic runoff timing by slowing flow using the landscape.
- Use an array of integrated management practices to reduce and cleanse runoff.

Advocate pollution prevention measures to reduce the introduction of pollutants to the environment

29. The El Paso Water Utilities – Public Service Board shall save and except and reserve a fee simple interest in Flow Path 44 (aka as Avispa Canyon) from this sale for drainage purposes, as shown on the attached Exhibit "B".

30. The successful bidder shall grant easements to the El Paso Water Utilities - Public Service Board, City of El Paso at no cost for stormwater and drainage purposes, including maintenance

31. The successful bidder shall provide an acceptable Drainage Plan in accordance with Section 19.01.050 of the City of El Paso Municipal Code.

32. Per the City of El Paso Municipal Code, new development and redevelopments are required to maintain the predevelopment hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. Any excess runoff must be retained within the development. The Municipal Code also encourages the use of nonstructural stormwater 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.

WATER AND SANITARY SEWER SERVICE REQUIREMENTS

33. All ground water, water rights, or rights to surface water shall be reserved to the El Paso Water Utilities - Public Service Board of the City of El Paso. The successful bidder shall not have the right to drill a well and produce therefrom any quantity of groundwater.

34. Water, and sanitary sewerage service will be provided in accordance with the most current Public Service Board Rules and Regulations of the El Paso Water Utilities at the time of application for service to the Developer Services Section of the El Paso Water Utilities.

35. The successful bidder shall be responsible for the costs of any necessary on-site & off-site extensions, relocations, replacements or adjustments of water, sanitary sewer and appurtenances necessitated by and attributable to the proposed subdivision improvement plans.

36. In order to promote water conservation, to ensure optimum water-use efficiency, and to prevent runoff into streets, it is the policy of the Public Service Board to require landscape and irrigation restrictions in the sales of undeveloped land. Development of the property will be governed by the City of El Paso Municipal Code Title 15 (Public Services), Chapter 12 (Water and Sewer System) and Chapter 13 (Water Conservation), including no more than 50% turf in landscapable area.

37. The successful bidder shall grant easements at no cost for water, and sewer lines, appurtenances, and facilities to the El Paso Water Utilities, City of El Paso as requested by El Paso Water Utilities at the time of subdivision plat submittal by the successful bidder.

38. The El Paso Water Utilities - Public Service Board shall reserve the following easements as a condition of the sale of real estate:

    a) A 40' El Paso Water Utilities easement east of and parallel to I-10, as determined by El Paso Water Utilities Engineering staff. Metes and bounds survey showing the exact location of the easement will be available to the successful bidder.

39. The successful bidder shall grade the property to allow sanitary sewer by gravity to the appropriate mains during any development of the site.

40. Water and sewer service to the property requires construction of major infrastructure. The construction of infrastructure will be as scheduled in the El Paso Water 10-year Capital Improvement Program.

41. The successful bidder shall be responsible for the extension of a water transmission main east of and parallel to Desert South Boulevard.

42. The successful bidder shall be responsible for main extensions and system upgrades that are not listed on the El Paso Water 10-year Capital Improvement Program.

Prepared for: EPW
September 18, 2018

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

Description of a parcel of land, being a portion Laura E. Mundy Survey No. 234, City of El Paso and El Paso County, Texas and a portion of Laura E. Mundy Survey No. 234, El Paso County, Texas and being more particularly described by Metes and Bounds as follows:

The **"TRUE POINT OF BEGINNING"** being a found 1" pipe for the Northeast corner of Laura E. Mundy Survey No. 234 from which a found 2" pipe for the northwesterly corner of Nellie D Mundy Survey No. 254 bears, North 03°13'15" East a distance of 2900.87 feet;

Thence along the common line of Nellie D. Mundy Survey No. 254 and Laura E. Mundy Survey No. 234, South 03°11'52" West a distance of 4417.81 feet to a set ½" rebar for the southwest corner of Nellie D. Mundy Survey No. 234

Thence along the common line of Nellie D. Mundy Survey No. 234 and 237, North 86°46'47" West a distance of 3250.24 feet to a set ½" rebar;

Thence, South 79°22'41" West a distance of 1048.40 feet to a found ½" rebar with cap marked TX 5152 on the easterly right of way line of U.S. Interstate Highway No. 10;

Thence, North 89°36'42" West a distance of 1110.70 feet to a set ½" rebar on the Easterly right of way line of U.S. Interstate Highway No. 10;

Thence along said right of way line the following 5 courses:

North 03°14'49" East (North 00°04'30" East TX DOT R.O.W. Map) distance of 1691.28 feet to a set ½" rebar;

North 03°52'41" West (North 07°03'00" West, TX DOT R.O.W. Map) a distance of 201.56 feet to a set ½" rebar;

North 03°14'49" East (North 00°04'30" East, TX DOT R.O.W. Map) a distance of 1300.44 feet to a set ½" rebar;

North 10°22'19" East (North 07°12'00" East, TX DOT R.O.W. Map) a distance of 201.56 feet to a set ½" rebar;

North 03°14'49" East (North 00°04'30" East TX DOT R.O.W. Map) a distance of 641.26 feet to a set ½" rebar on the northerly line of Nellie D. MundySurvey No. 234;

CONDE INC
ENGINEERING / LAND SURVEYING/ PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM NO. 10078100

Thence along said line South 86°48'08" East a distance of 3246.45 feet to the TRUE POINT OF BEGINNING" and containing 14,383,995 Square Feet or 330.26 acres of land more or less.

Note: A drawing of even date accompanies this description.

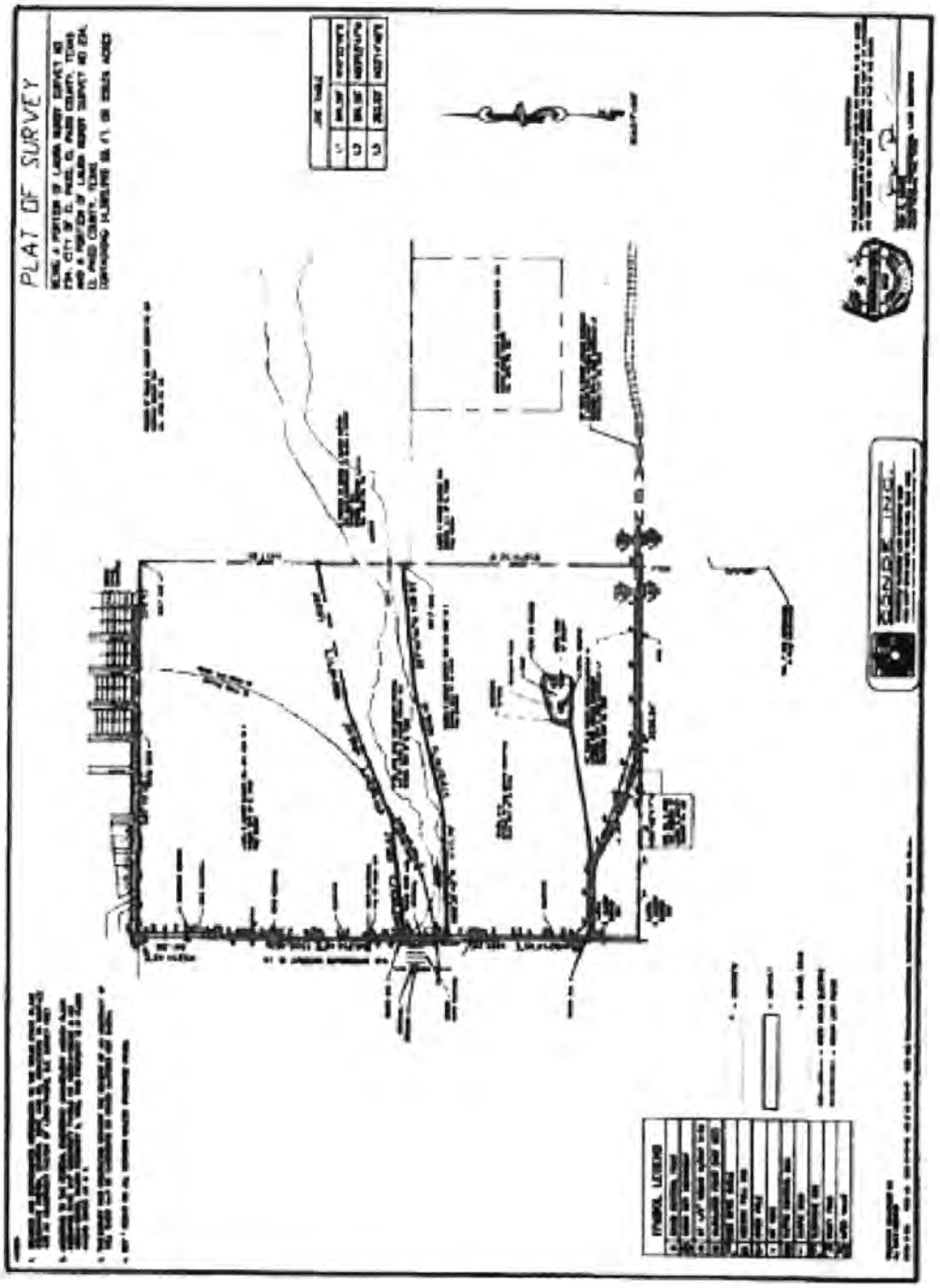
Bearings and Coordinates referenced to the Texas State Plane Coordinate System, Central Zone, NAD 83, Converted to surface with an adjustment factor of 1.0001714072, U.S. Survey Feet.

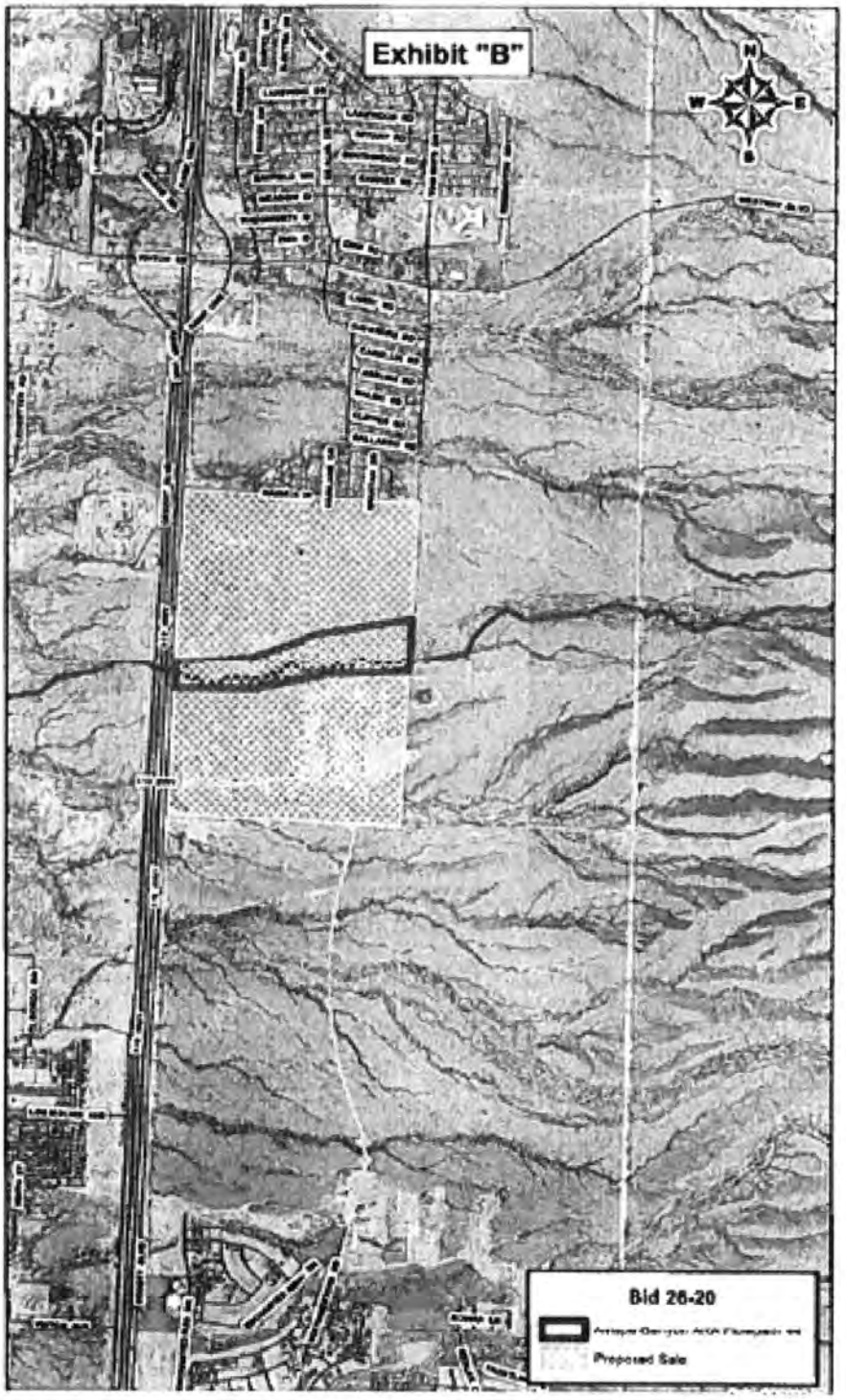
Ron R. Conde
R.P.L.S. No. 5152



Ron R. Conde
R.P.L.S. No. 5152

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM NO. 10078100


PLAT OF SURVEY


Exhibit "B"
N
W
E
S
Bid 26-20
Proposed Sale

EL PASO WATER
PURCHASING DEPARTMENT
1154 HAWKINS BLVD.
EL PASO, TEXAS 79925

SALE OF REAL ESTATE – APPROXIMATELY 330.26 ACRES (320.26 NET ACRES)

BID NUMBER 26-20

ADDENDUM NUMBER 1

JUNE 16, 2020

Attention of all bidders is directed to the following addendum to this Bid Proposal:

A. Delete (remove and discard) Exhibit B; replace with the attached ***revised*** **Exhibit B^{R-1}.**

B. Response(s) to Bidder's question(s):

One of the conditions of sale you note in the Offering Document states (item #29 on Page 5):

"The El Paso Water Utilities – Public Service Board shall save and except and **reserve a fee simple interest** in Flow Path 44 (aka as Avispa Canyon) from this sale **for drainage purposes**, as shown on the attached Exhibit "B"."

- Question: Clarify, please, the bold language "reserve a fee simple interest .. for drainage purposes" for me. Does this mean that the Avispa Canyon property described in Exhibit B is NOT INCLUDED in the sale of the 330 acres?

  Answer: The Avispa Canyon property is not included in the sale.

- Question: Or, does it mean that you intend to reserve a drainage easement over that portion of the property? The 330 acre legal description (Metes & Bounds) by Condo, Inc. seems to describe the entire rectangle that you highlight in yellow on the aerial photo. It does not save & except for the Flow Path 44. If you intend to NOT convey the Flow Path 44 land area, should not that area be deducted from the 330-acre description? Your answer could affect the bid price.

  Answer: The property is not being offered on a per acre basis, it is being offered on a lump sum basis with the save and except and reservation in fee simple of Flow Path 44.

- Question: Additionally, we would request a separate legal description (Metes & Bounds) for that Avispa Canyon Flow Path 44 shown in your Exhibit B. We need to know how much land is affected by your "reservation" for drainage purposes, whether it is excluded and not sold, or whether it is encumbered with a drainage easement of some kind.

  Answer: See attached metes and bounds as Exhibit B^{R-1}.

Bidder shall acknowledge receipt of this addendum and submit this acknowledgment with their bid submittal. Failure to acknowledge addendum(s), may result in rejection of bid.

Rosa Guevara
Sr. Purchasing Agent

BIDDER'S ACKNOWLEDGEMENT OF RECEIPT

Ortega

Exhibit "B"

Prepared for: EPW
August 10, 2018
(Laura E Mundy 234 Flow Path)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land, being a portion Laura E. Mundy Survey No. 234, City of El Paso and El Paso County, Texas and a portion of Laura E. Mundy Survey No. 234, El Paso County, Texas and being more particularly described by Metes and Bounds as follows:

Commencing for reference at a found 1" pipe for the Northeast corner of Laura E. Mundy Survey No. 234 from which a set ½" rebar for the southeast corner of Laura E. Mundy Survey No. 234 bears South 03°11'52" West a distance of 4417.81 feet; Thence along the common line of Nellie D. Mundy Survey No. 254 and Laura E. Mundy Survey No. 234 South 03°11'52" West a distance of 1560.41 feet to a set ½" rebar for the **"TRUE POINT OF BEGINNING"**

Thence continuing along said line, South 03°11'52" West a distance of 751.40 feet to a set ½" rebar;

Thence leaving said line, South 87°40'01" West a distance of 1126.62 feet to a set ½" rebar;

Thence, South 79°22'41" West a distance of 1048.40 feet to a set ½" rebar;

Thence, North 89°36'42" West a distance of 1110.70 feet to a set ½" rebar on the Easterly right of way line of U.S. Interstate Highway No. 10;

Thence along said right of way line, North 03°14'49" East a distance of 383.55 feet to a set ½" rebar;

Thence leaving said line, North 87°08'57" East a distance of 995.83 feet to a set ½" rebar;

Thence, North 71°09'24" East a distance of 1046.60 feet to a set ½" rebar;

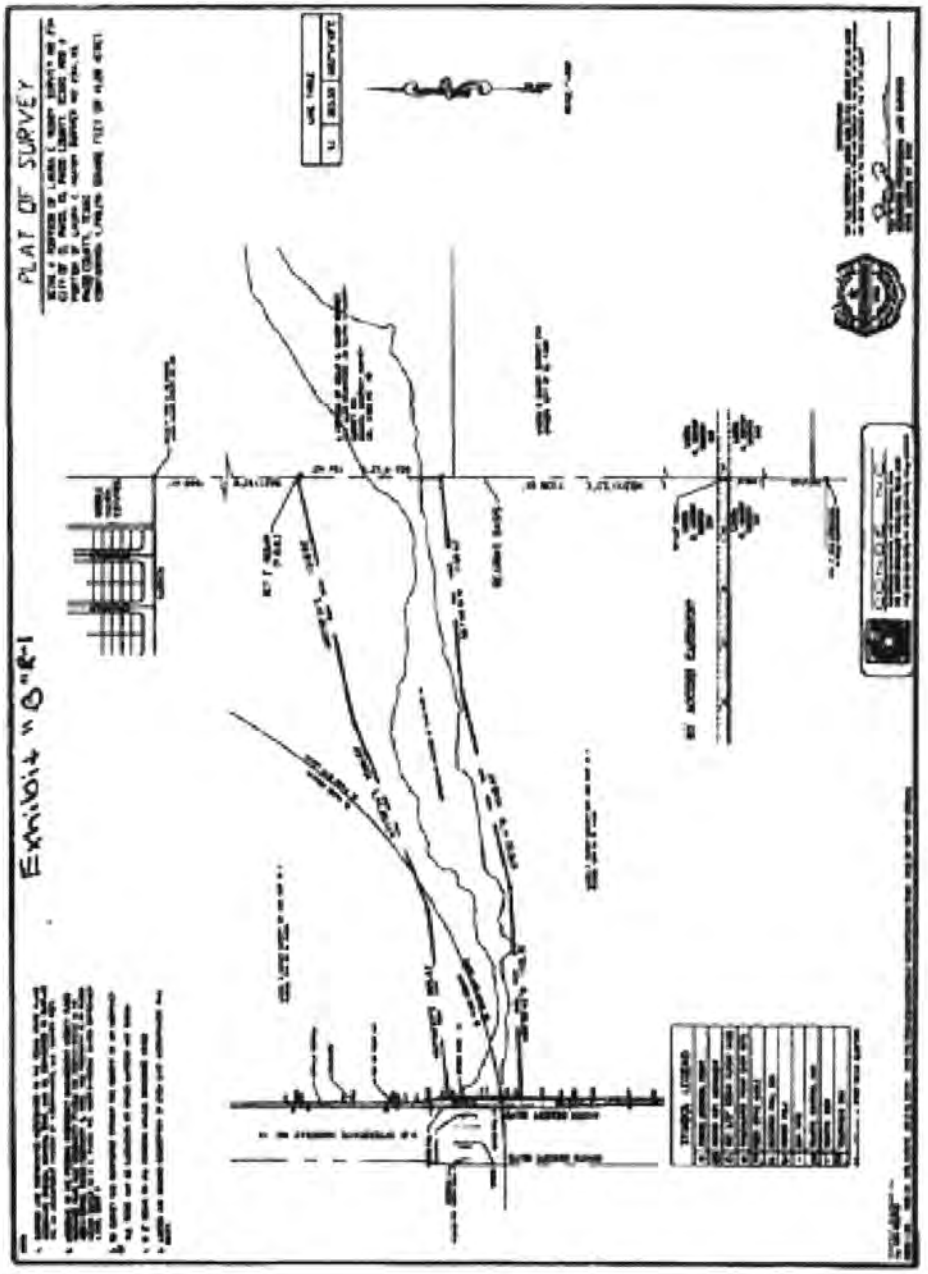
Thence, North 80°46'51' East a distance of 1318.92 feet to the TRUE POINT OF BEGINNING" and containing 1,798,151 Square Feet or 41.28 acres of land more or less.

Note: A drawing of even date accompanies this description.

Bearings and Coordinates referenced to the Texas State Plane Coordinate System, Central Zone, NAD 83, Converted to surface with an adjustment factor of 1.0001714072, U.S. Survey Feet.

Ron R. Conde
R.P.L.S. No. 5152

CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM NO. 10078100


PLAT OF SURVEY
EXHIBIT "D"-1

EL PASO WATER
PURCHASING DEPARTMENT
1154 HAWKINS BLVD.
EL PASO, TEXAS 79925

SALE OF REAL ESTATE – APPROXIMATELY 330.26 ACRES (320.26 NET ACRES)

BID NUMBER 26-20

ADDENDUM NUMBER 2

JULY 7, 2020

Attention of all bidders is directed to the following addendum to this Bid Proposal:

A. **Bid deadline is hereby extended to July 17, 2020 at 11:00 a.m.**

B. Response(s) to Bidder's question(s):

- Question: Exhibit A – Survey by Conde Inc. Can you provide a legible survey. The one attached to the EPW bid proposal is very difficult to read? Can EPW provide full sized or scaled drawing of the survey included in the bid package? Auto Cad and/or PDF format.

  Answer: Please see attached scanned copy of the survey plat, if a better copy is needed, a 24 X 36 copy of survey plat is available for pick up at EPWater's main office in the lobby, please call before to make arrangements for pickup.

- Question: Exhibit A is not clear on the acreage to save and except of Avispa Canyon? Acreage is not included.

  Answer: The metes and bounds description is attached to Addendum 1.

- Question: Proposal indicates 330.26 acres gross with net of 320.26 acres. Does this include the Avispa Canyon Item 29 (Flow Path 44)?

  Answer: No.

- Question: Item 25. Can EPW provide copies of all permitted actions on the landfill site such as area utilized and closure permit with TCEQ? Can the boundary be identified on the Conde survey - Exhibit A?

  Answer: Please see attached documents. No, the area was not surveyed separately.

- Question: Item 28 requires the successful bidder to make use of Low Impact Development Practices for Storm Water Management (LID) standards. The City LID standards are shown as "Draft" on the Drainage Design Manual and do not appear to have been approved. In addition, these standards are shown with a heading of "OPTIONAL". Are any new standards proposed after closing of this property? Will the current "OPTIONAL" standards be mandated

for development of this property? If so, can you provide a copy of the current standards for our diligence?

Answer: The LID conditions will not be required but are recommended as stated on Title 19-Subdivision and Development Plats – Stormwater Management Requirements.

- Question: Can El Paso Water provide a letter of service availability along with copies of water and sanitary sewer maps of existing utilities in the area? This document serves as our request for a water and sanitary sewer service availability letter of service.

  Answer: Yes, please see attached.

- Question: Can EPW provide water service zone elevations for the 330.26 acres? Are there any restrictions to service based on elevations of the site? What EPW pressure system will provide service to the site?

  Answer: Included on attached Availability Letter.

- Question: Can EPW provide a copy of the most current 10 year Capital Improvement Project, which identifies with precision the major facilities that are required to serve the 330.26 acres? What major infrastructure will EPW build and what is timing for construction of relevant projects such as lift stations, transmission mains, storage tanks, booster stations, sanitary sewer main interceptors, etc.?

  Answer: Description of projects included on attached Availability Letter.

- Question: What efforts has EPW undertaken to provide service to the property? Planning, design, construction efforts to build infrastructure?

  Answer: Water infrastructure required has been planned as part of the Northwest Service Area. A sewer study is required to determine the sewer infrastructure required.

- Question: Item 35. The bid proposal indicates that the successful bidder shall be responsible for the costs of any necessary on-site and off-site extensions. What are the offsite extensions that are anticipated to serve the property? We ask that this be included in your response to our request for service availability.

  Answer: Off-site extensions/upgrades or relief lines required for service that are not part of the 10-year CIP.

- Question: Regarding off-site extensions, will EPW assist with offsite owners in the acquisition of required easements to gain access to the off-site mains?

  Answer: No.

- Question: Item 41. The successful bidder shall be responsible for the extension of a water transmission main east of and parallel to Desert South Boulevard. Can you clarify? Placing this line east and parallel to Desert South Boulevard, places this line within I-10 right-of-way? Was it intended to read east and parallel to the Desert North Boulevard? What is the size of this main?

Answer: Yes. 8-inches in sizer to allow for direct service connections to properties fronting IH10.

- Question: Item 42. What are the main extensions and system upgrades not listed on the El Paso Water 10-year Capital Improvements Program that the successful bidder shall be responsible to install? What is the policy on reimbursement for such extensions and upgrades?

  Answer: Relief lines. As per El Paso Water Utilities, Rules and Regulations.

- Question: Approximately how many acres are in the arroyo area to be deeded back to the city?

  Answer: Please see Addendum 1.

- Question: Is this to be a donation or gift to the city (no compensation?)?

  Answer: The arroyo is being excepted from the sale, the City will retain ownership in fee.

- Question: Is there any more information on the 10 acres in addition to the arroyo above the city will take?

  Answer: The 10 acres are for municipal use.

- Question: Please forward a more Legible copy of the survey. I am unable to read the notes from the surveyor.

  Answer: This question is the same as the first question on Addendum 2.

- Question: Please provide a map of the water and sewer improvements needed to serve the property. In PSB 10 year plan and other needed to serve like water line along I10.

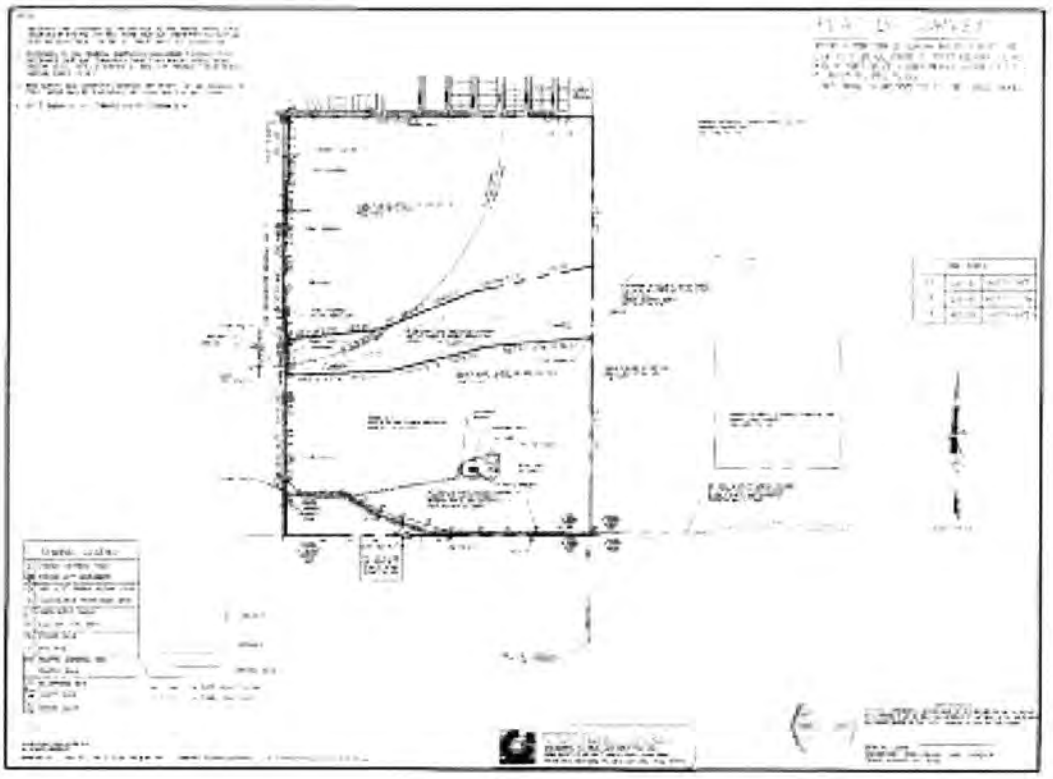
  Answer: This is addressed on Addendum 2.

Bidder shall acknowledge receipt of this addendum and submit this acknowledgment with their bid submittal. Failure to acknowledge addendum(s), may result in rejection of bid.

Gretchen Garcia
Procurement Analyst

BIDDER'S ACKNOWLEDGEMENT OF RECEIPT

DOrtega



JLO

ROAD & BRIDGE DEPARTMENT

COUNTY OF EL PASO

CITY-COUNTY BUILDING
EL PASO, TEXAS
79901

March 18, 1994

Ronald L. Bond, P.E.
Director, Municipal Solid Waste Division
Texas Natural Resource Conservation Commission
P.O. Box 13087
Austin, Texas 78711-3087

RE: EL PASO COUNTY
NORTHWEST LANDFILL PERMIT #1688

Dear Mr. Bond;

In accordance to "Municipal Solid Waste Management Regulations" (Sec. 325.152b), the County of El Paso resubmits its intents to close and cease landfill operations at said landfill as of April 8, 1994.

We hereby, respectfully request your agency's approval to proceed with the implementation of a closure/completion plan for that portion that has been landfilled. Because a considerable area of the landfill remains unused, the closure plan will only address the area that was landfilled.

Enclosed are three sets of maps showing the total landfill boundary and the landfilled area and the revised "Affidavit to the Public."

Your assistance in approving this request is much appreciated. If you have any questions on this matter please call me at (915) 546-2015.

Sincerely,

Robert Rivera, P.E.
County Road Engineer

RR/ec

cc: Hector Villa, TNRCC Regional Director

MSW-1698

John Hall, Chairman
Pam Reed, Commissioner
Peggy Garner, Commissioner
Anthony Grigsby, Executive Director

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

APR 6 1994

Protecting Texas by Reducing and Preventing Pollution

Honorable Alicia Chacon
El Paso County Judge
El Paso County Courthouse
500 E. San Antonio
El Paso, TX 79901

Re: Municipal Solid Waste - El Paso County
Permit No. MSW-1698
NW Corner of El Paso Near Canutillo

Dear Judge Chacon:

This is in response to a letter, dated March 14, 1994, from Mr. Robert Rivera, P.E., County Road Engineer, concerning the closure of a portion of the referenced landfill. Mr. Rivera submitted a drawing depicting the proposed final contours for the area proposed for closure and a copy of an affidavit prepared to document the proposed closure.

Mr. Rivera's submittal has been reviewed and the following items are noted which require your attention:

1. Although the drawing submitted is sealed by the surveyor, it is our opinion that it should also be sealed by the professional who prepared the proposed final contours for the landfill closure.

2. In the affidavit, the metes and bounds legal description of the permitted tract should be shown in the second paragraph of the document. After the affidavit is completed and filed in the deed records of El Paso County, a certified copy of the filed document must be submitted to this office for our review and approval.

You are reminded that landfilled areas that receive final cover after October 9, 1993 must comply with the "Subtitle D" cover requirements found in Section 330.163 of the municipal solid waste regulations.

When we receive your response to the above comments we will consider final action on your request for approval of the closure plan.

If you have any questions concerning this letter or if we may be of any assistance to you regarding municipal solid waste, you may contact Mr. Jerry L. Garnett, P.E., of my staff here in Austin at P.O. Box 13087, Austin, Texas 78711; telephone number (512) 239-6673 or you may prefer to contact Mr. Hector Villa, District Manager at 7500 Viscount Blvd., Suite 147, El Paso, Texas 79925; telephone number (915) 778-9634. When responding, please forward a copy of all correspondence to the regional office as well as to our central office.

Sincerely,

for Michael J. Urbanec, P.E., Team Leader
Permits Section
Municipal Solid Waste Division

MJU/JLG/jad

cc: TNRCC Region 6
El Paso City-County Health District

ROAD & BRIDGE DEPARTMENT

COUNTY OF EL PASO

09 CITY-COUNTY BUILDING
EL PASO, TEXAS
79901

April 13, 1995

Ronald Bond, P.E.
Director, Municipal Solid Waste Division
Texas Natural Resource Conversation Commission
P.O. Box 13087
Austin, Texas 78711-3087

RE: EL PASO COUNTY
NORTHWEST LANDFILL PERMIT #1698

Dear Mr. Bond:

In accordance to "Municipal Solid Waste Management Regulations" (Sec. 325.152b), the County of El Paso resubmits its intents to close and cease landfill operations at said landfill. Landfill operations ceased as of April 8, 1994.

We hereby, respectfully request your agency's approval to proceed with the implementation of a closure/completion plan for that portion that has been landfilled. Because a considerable area of the landfill remains unused, the closure plan will only address the area that was landfilled.

Enclosed are three sets of maps showing the total landfill boundary with required seal by a professional engineer and the revised "affidavit to the public".

Your assistance in approving this request is much appreciated. If you have any questions on this matter please call me at (915) 546-2015.

Sincerely,

Robert Rivera, P.E.
County Road Engineer

RR/rr

Enclosures

94-29046

789-C
Roddie & Bridges

AFFIDAVIT TO THE PUBLIC

STATE OF TEXAS

COUNTY OF EL PASO

SOLID WASTE [illegible]
95 MAR 17 [illegible]

Before me, the undersigned authority, on this day personally appeared Alicia R. Chacon, in her capacity as County Judge, and who after being by me duly sworn, under oath states that the County of El Paso is the record lease holder of that certain tract or parcel of land lying and being situated in El Paso County, Texas, and being more particularly described as follows:

A one hundred (100) acre parcel of land out of Laura Mundy Survey No. 234 and Nellie Mundy Survey No. 245 in El Paso County, Texas and being more particularly described by metes and bounds as follows:

Commencing at a point which lies in the intersection of the line common to the Laura Mundy Survey No. 234 and the Laura Mundy Survey No. 237 with the westerly line of the Nellie D. Mundy Survey No. 245, said point being the southeast corner of the Laura Mundy Survey No. 234 and being marked by a I inch diameter pipe;

Thence North along the line common to the Laura Mundy Survey No. 234 and the Nellie D. Mundy Survey No. 245 a distance of 210.00 feet to the True Pint of Beginning of the parcel being described, said point being marked by a 3/4 inch diameter rebar;

Thence from said True Point of Beginning West a distance of 1437.74 feet to a point marked by a 5/8 inch diameter rebar;

Thence North 0° 04' 30" East a distance of 1838.34 feet to a point marked by a 5/8 inch diameter rebar;

Thence, North a distance of 210.00 feet to a point;
Thence, West a distance of 1437.74 feet to a point;
Thence, North 00° 04' 30" East a distance of 630.00 feet to a point;
Thence, West a distance of 60.00 feet to a point, said point also being the "True Point of Beginning;"

Thence, North 00° 04' 30" East a distance of 1090.00 feet to a point;
Thence, East a distance of 700.00 feet to a point;
Thence, South 00° 04' 30" West a distance of 820.00 feet to a point;
Thence, East a distance of 230.00 feet to a point;
Thence, South 00° 04' 30" West a distance of 530.00 feet to a point;

Thence, West a distance of 970.00 feet to the "Point of Beginning" and containing 970,000.00 square feet or 22.28 acres of land more or less.

Further, the undersigned, the County of El Paso was the operator of such Solid Waste Disposal Site.

Notice is hereby provided to any future owner or user of the site to consult with the Texas Natural Resource Conservation Commission, prior to planning or initiating any activity involving the disturbance of the landfill cover or monitoring system.

WITNESS MY HAND on this the 26th day of April, 1993.

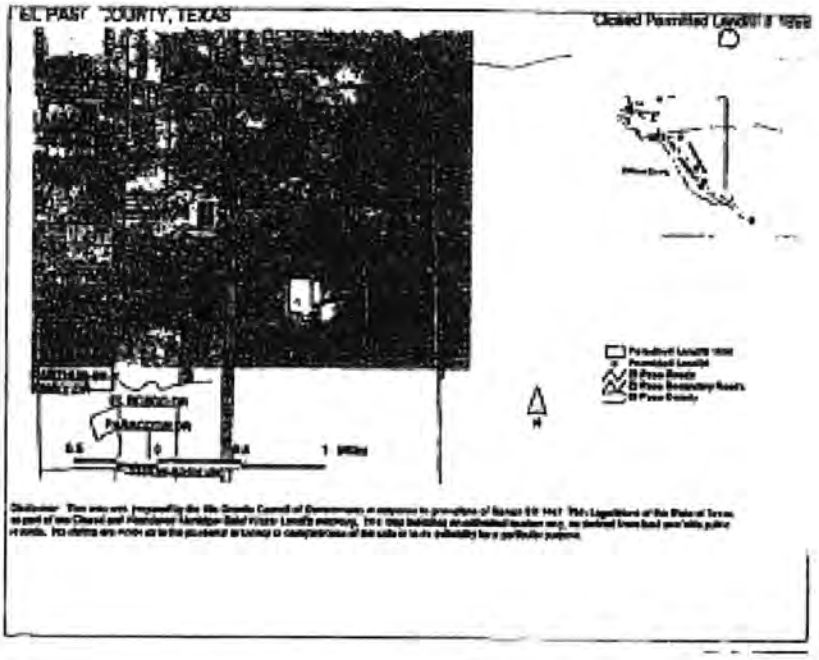
El Paso County, Texas
(Operator)

By: Alicia R. Chacon
Alicia R. Chacon
County Judge

SWORN TO AND SUBSCRIBED before me on this the 26th day of April, 1993.

LISA COLQUITT
NOTARY PUBLIC
STATE OF TEXAS
COMMISSION EXPIRES
MARCH 8, 1997

Notary Public in and for
El Paso County, Texas


EL PASO COUNTY, TEXAS
Closed Permitted Landfill # 1998
B
Permitted Landfill 1998
Permitted Landfill
Paso Roads
Paso Boundary Roads
Paso County
EL ROBLOCITO
PARAGONITA
0.5
0
0.5
1 Miles
N

John Hall, Chairman
Ann Kard, Commissioner
Jay Current, Commissioner
Dan Pearson, Executive Director

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

Protecting Texas by Reducing and Preventing Pollution

May 3, 1995

Honorable Charles Mattox
El Paso County Judge
El Paso County Courthouse
500 E. San Antonio St. No. 301
El Paso, TX 79901

Subject: Municipal Solid Waste - El Paso County
El Paso County - Permit No. MSW-1698
NW Corner of El Paso, Near Camutillo

Dear Judge Mattox:

This is in response to the receipt of a copy of the certified "Affidavit to the Public" for a portion of the subject site submitted by letter, dated April 13, 1995, from Mr. Robert Rivera, P.E., County Road Engineer. The affidavit, as filed within the Deed Records of El Paso County, is acceptable; however, the certified copy containing the original County Clerk's signature was not submitted as required by the regulations.

Mr. Rivera also submitted a plat of the landfill showing the 33.28 acre portion to be closed and the final contours. This drawing is acceptable.

When we receive the certified copy of the affidavit and our region's verification of proper closure, the file for the subject site will be marked inactive pending our region's post-closure maintenance inspections to determine if any post-closure subsidence or erosion problems occur which are in need of correction.

Your cooperation in properly closing this site is appreciated.

If you have any questions concerning this letter or if we may be of any assistance to you regarding municipal solid waste, you may contact me at MC-124, P.O. Box 13087, Austin, Texas 78711; telephone number (512) 239-6671.

Sincerely,

Michael D. Graeber, P.E.
Permits Section
Municipal Solid Waste Division

MDG/ff

cc: TNRCC Region 6
El Paso City-County Health District
El Paso County Road Engineer

RECEIVED
MAY -3 AM 9:55
COUNTY CLERK
EL PASO, TEXAS

CLOSED LANDFILL INVENTORY

BASIC IDENTIFYING INFORMATION

A. COG Name: Rio Grande Council of Governments

B. County Name: El Paso

C. Site Number: 1698 **_X_ Permitted Site** **_____ Unpermitted Site**

D. Site Name: Canutillo Landfill

E. Near City: El Paso

F. Applicant: El Paso County

G. Current Land Owner: El Paso County

STATUS OF INFORMATION

A. Last Updated: May 15, 2002

B. Current Status of Information: Currently being reviewed.

SITE HISTORY AND CURRENT STATUS

A. Date Opened: 1985

B. Date Closed: 1993

C. Current Status: Post Closure Care

LOCATION AND BOUNDARY DESCRIPTION

A. Confidence Level: High

B. Geographic Location: Latitude: 31.93811 **Longitude:** -105.6374

C. Location in Relation to Nearest Roads: Approx. 2 miles north of the intersection of IH 10 and Loop 375 (Transmountain Rd), 1,850 feet east of IH 10.

D. Other Location Information: Site can be accessed off of North Desert Drive from Transmountain. County citizens' collection station located at site.

E. Boundary Description: See metes & bounds description in attached Affidavit to the Public.

F. Land Unit Information: A portion of Laura Mundy Survey No. 234, in El Paso County, Texas.

CLOSED LANDFILL INVENTORY

G. Current Land Use: Site is vacant and used as a county citizens' convenience center. Adjacent land use is vacant. Nearest residential structures are approx. 0.5 miles north and west.

ATTACHMENTS

A. Map(s): GIS orthophoto map, plat map.

B. Other Documents:

1. Texas Dept. of Health MSW permit January 29, 1985
2. Affidavit to the Public dated March 21, 1994.

LEGAL DESCRIPTION OF TRACT
OF LAND FOR USE BY
EL PASO COUNTY
AS A SOLID WASTE DISPOSAL SITE

STATE OF TEXAS)

COUNTY OF EL PASO)

Being the description of a parcel of land lying in and being a portion of Tract E of the Laura Mundy Survey No. 234 and Tract 3 of the Nellie D. Mundy Survey No. 245 in El Paso County, Texas, said parcel being more particularly described by metes and bounds as follows:

BEGINNING at a point which lies in the intersection of the line common to the Laura Mundy Survey No. 234 and the Laura Mundy Survey No. 237 with the westerly line of the Nellie D. Mundy Survey No. 245, said point being the southeast corner of the Laura Mundy Survey No. 234 and being marked by a 1-inch diameter pipe;

THENCE North along the line common to the Laura Mundy Survey No. 234 and the Nellie D. Mundy Survey No. 245 a distance of 858.00 feet to the True Point of Beginning of the parcel being described, said point being marked by a 3/4-inch diameter rebar;

THENCE from said True Point of Beginning West a distance of 1437.34 feet to a point marked by a 3/8-inch diameter rebar;

THENCE North 03°04'30" East a distance of 1838.34 feet to a point marked by a 3/8-inch diameter rebar;

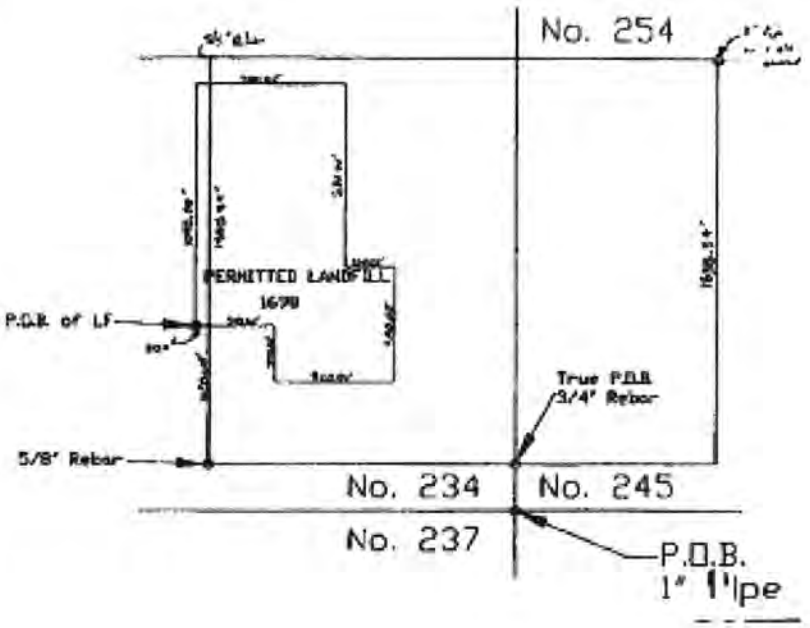
THENCE East a distance of 1433.33 feet to a point lying in the intersection of the west line of the Laura Mundy Survey No. 234 with the line common to the Nellie D. Mundy Survey No. 245 and the Nellie D. Mundy Survey No. 234, said point being the Northeast corner of the Nellie D. Mundy Survey No. 245 and being marked by a 5-inch diameter pipe on a rock mound;

THENCE continuing East along the line common to the Nellie D. Mundy Survey No. 245 and the Nellie D. Mundy Survey No. 234 a distance of 834.20 feet to a point marked by a 3/4-inch diameter rebar;

THENCE South 03°04'30" West a distance of 1838.34 feet to a point marked by 3/8-inch diameter rebar;

THENCE West a distance of 331.73 feet to the True Point of Beginning of the parcel being described, said parcel containing 4,356,804.17 square feet, or 100.0001 acres more or less.

cc: El Paso City-County Health Department


No. 254
PERMITTED LAND
1698
P.O.B. of LF
True P.O.B.
3/4" Rebar
5/8" Rebar
No. 234
No. 245
No. 237
P.O.B.
1" Pipe

FINDINGS OF FACT:

1. An application for a permit to operate a municipal solid waste landfill, along with all necessary supporting data, was properly submitted by the applicant; due notice was given; and a public hearing was held at the City/County Building, Room 104 in El Paso, Texas on Tuesday, January 11, 1983; and all parties were given an opportunity to appear, be represented by counsel, and present testimony or other evidence either for or against the granting of a permit.

2. The physical conditions existing at the subject site, along with the recommended special provisions transmitted herewith, render the site suitable for use as a landfill.

3. Use of the subject site as a Type I municipal solid waste landfill is compatible with the present uses being made of the surrounding land.

CONCLUSIONS OF LAW:

1. All procedural requirements relative to notice, hearing and due process of law were met.

2. The subject site, if operated in compliance with the Solid Waste Disposal Act (Article 4477-7, V.A.C.S.) and the Texas Department of Health Municipal Solid Waste Management Regulations will not adversely affect the public health or create a public nuisance.

3. Operation of a Type I municipal solid waste landfill is a proper land use of the property described in the attached permit

Texas Department of Health

Robert Bernstein, M.D., F.A.C.P.
Commissioner

Robert A. MacLean, M.D.
Deputy Commissioner
Professional Services

Herman L. Hilton
Deputy Commissioner
Management and Administration

1100 West 49th Street
Austin, Texas 78756
(512) 458-7111

Members of the Board

Permit No. 1650
Coordinates: N 31°56,40' W 106°24.35'

PERMIT FOR A MUNICIPAL SOLID WASTE FACILITY
Issued under provisions of Article 4477-7, Vernon's
Texas Civil Statutes, and the Texas Department of Health's
"Municipal Solid Waste Management Regulations"

Permittee
El Paso County
City-County Building
500 E. San Antonio Street
El Paso, Texas 79901

Site Owner
City of El Paso
No. 3 Civic Center Plaza
El Paso, Texas 79999

Legal Description of Site: The legal description as submitted with the application is hereby made a part of this permit.

Size and Location of Site: The site consists of 160.0000 acres of land and is located within the northwest corner of the city limits of El Paso near Clint, Texas (1) mile south of the intersection of Loop 375 and IH 10, and 1,650 feet east of IH 10, in El Paso County.

Operational Classification of Site: Type I

Waste Disposal Methods Used at Site: Trench method of disposal with compaction of solid waste and cover with a minimum of six (6) inches of compacted earth not less often than once an each day of operation.

Description of Waste Materials Processed at Site: Solid waste under the regulatory jurisdiction of the Texas Department of Health, when disposed of or processed in accordance with the Department's "Municipal Solid Waste Management Regulations."

Findings of Fact and Conclusions of Law: Attached hereto and made a part hereof.

Standard Provision: Acceptance of this permit constitutes an acknowledgement that the permittee will comply with all of the terms, provisions, conditions, limitations and other requirements embodied in this permit, with the "Municipal Solid Waste Management Regulations" of the Texas Department of Health, and with the pertinent laws of the State of Texas.

Special Provisions: See Attachment - "Special Provisions for Municipal Solid Waste Permit No. 1650."

This permit will be valid until cancelled or revoked by the Commissioner of Health of the Texas Department of Health or until the site is completely filled and reclaimed, whichever occurs first.

Given under my hand and Seal of Office at Austin, Texas, on the 31st day of January 1983.

Robert Bernstein, M.D., F.A.C.P.

SPECIAL PROVISIONS FOR INDUSTRIAL SOLID WASTE PERMIT NO. 1658

Groundwater Protection:

1. The permittee shall install soil moisture samplers (shown on Attachment #1 of the Site Development Plan). The bottoms of the samplers shall be placed at least six (6) feet below the deepest waste disposal excavation.

2. The permittee shall monitor the samplers (lysimeters) monthly for the presence/accumulation of moisture and shall report the monitoring results to the Department semiannually.

3. The abandoned aimmers on the site shall be filled with native soil prior to the deposition of any solid waste.

TEXAS DEPARTMENT OF HEALTH

MUNICIPAL SOLID WASTE MANAGEMENT FACILITY

El Paso County
City-County Building
500 E. San Antonio Street
El Paso, Texas 79901

This municipal solid waste [illegible] facility consists of approximately Texas 1 mile [illegible] located in El Paso County, and is located as follows:

The site consists of 160.0967 acres of land out of Section [illegible] within the northeast corner of the city limits of El Paso [illegible], one [illegible] mile south of the intersection of Loop 375 and FM 76, and 1,000 feet east of [illegible].

Robert Bernstein, M.D.
Robert Bernstein, M.D., F.A.C.P.
Commissioner of Health

*034

RECEIVED
MAR 22 881

AFFIDAVIT TO THE PUBLIC

STATE OF TEXAS

COUNTY OF EL PASO

Before me, the undersigned authority, on this day personally appeared Alvin R. Cheaney, in his capacity as County Judge, and who after being by me duly sworn, under oath states that the County of El Paso is the record owner holder of that certain tract or parcel of land lying and being situated in El Paso County, Texas, and being more particularly described as follows:

A one hundred (100) acre parcel of land out of Laura Mundy Survey No. 234 and Rella Mundy Survey No. 345.

The undersigned further states that from the year 1881, to the year 1980, there was operated on the aforesaid tract of land a municipal [illegible] Refuse Disposal Site, said site was purchased on that part of the aforesaid tract described as follows:

Description of a 33.00 acre parcel of land out of Laura Mundy Survey No. 234, in El Paso County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a point which marks the Southeasterly corner of Laura Mundy Survey No. 234 and the Northeasterly corner of Laura Mundy Survey No. 237;
Thence, North a distance of 310.00 feet to a point;
Thence, West a distance of 1462.74 feet to a point;
Thence, North 00° 04' 30" East a distance of 690.00 feet to a point;
Thence, West a distance of 40.00 feet to a point, said point also being the "True Point of Beginning;"

Thence, North 00° 04' 30" East a distance of 1590.00 feet to a point;
Thence, East a distance of 703.00 feet to a point;
Thence, South 89° 04' 30" West a distance of 320.00 feet to a point;
Thence, East a distance of 230.00 feet to a point;
Thence, South 00° 04' 30" West a distance of 310.00 feet to a point;
Thence, West a distance of 893.00 feet to a point;
Thence, North 00° 04' 30" East a distance of 295.00 feet to a point;
Thence, West a distance of 370.00 feet to the "Point of Beginning" and containing 870,000.00 square feet or 32.33 acres of land more or less.

Further, the undersigned, the County of El Paso, was the operator of such Refuse Disposal Site.

Notice is hereby provided to any future owner or user of the site to consult with the Texas Natural Resource Conservation Commission, prior to placing or initiating any activity involving the disturbance of the landfill cover or monitoring system.

WITNESS MY HAND on this the 21 day of March, 1991.

El Paso County, Texas
Operator

By: Alvin R. Cheaney
County Judge

SWORN TO AND SUBSCRIBED before me on this the 22 day of ..... 1997.



Notary Public in and for
El Paso County, Texas

Central Registry

The Customer Name displayed may be different than the Customer Name associated to the Additional IDs related to the customer. This name may be different due to ownership changes, legal name changes, or other administrative changes.

Detail of: Municipal Solid Waste Disposal Permit 1698
For: **EL PASO COUNTY LANDFILL (RN102000023)**
APPROXIMATELY 2 MILES NORTH OF INTERSECTION IH 10
Permit Status: **CANCELLED**
Held by: **El Paso County (CN600342695)** View 'Issued To' History
N/A View Compliance History
Mailing Address: 500 E SAN ANTONIO AVE EL PASO, TX 79901 -2419

Correspondence Tracking

Tracking No.	Received/Sent	Direction	Type	Subject	Due Date	End Date	Document Date	Method
1020330	04/17/2020	INCOMING	CLOSURE	COMPLETION OF POST-CLOSURE CARE PERIOD AND PERMIT		04/17/2020		USPS
1020484	01/04/2000	INCOMING	INSPECTION	FINAL CLOSURE INSPECTION		01/05/2000		USPS
0989590	04/01/1984	INCOMING	NEW PERMIT APPLICATION					AUTOMATED

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Central Registry

The Customer Name displayed may be different than the Customer Name associated to the Additional IDs related to the customer. This name may be different due to ownership changes, legal name changes, or other administrative changes.

Detail of: **Municipal Solid Waste Disposal Permit 1698**
For: **EL PASO COUNTY LANDFILL (RN102008023)**
APPROXIMATELY 2 MILES NORTH OF INTERSECTION IH 10
Permit Status: **CANCELLED**
Held by: **El Paso County (CN600342695)** View 'Issued To' History
N/A View Compliance History
Mailing Address: 500 E SAN ANTONIO AVE EL PASO, TX 79901 -2419

Legal	Description	Start Date	End Date	Type	Status	Status Date
1698	MSW PERMITS	04/09/1984	04/17/2000	PERMIT	REVOKED	04/17/2000

Tracking No.	Type	Value	Start Date	End Date
1031412	APPLICATION RECEIVED	NEW APPLICATION	04/09/1984	01/29/1985
1037422	PROJECT MANAGER	NWC	04/09/1984	

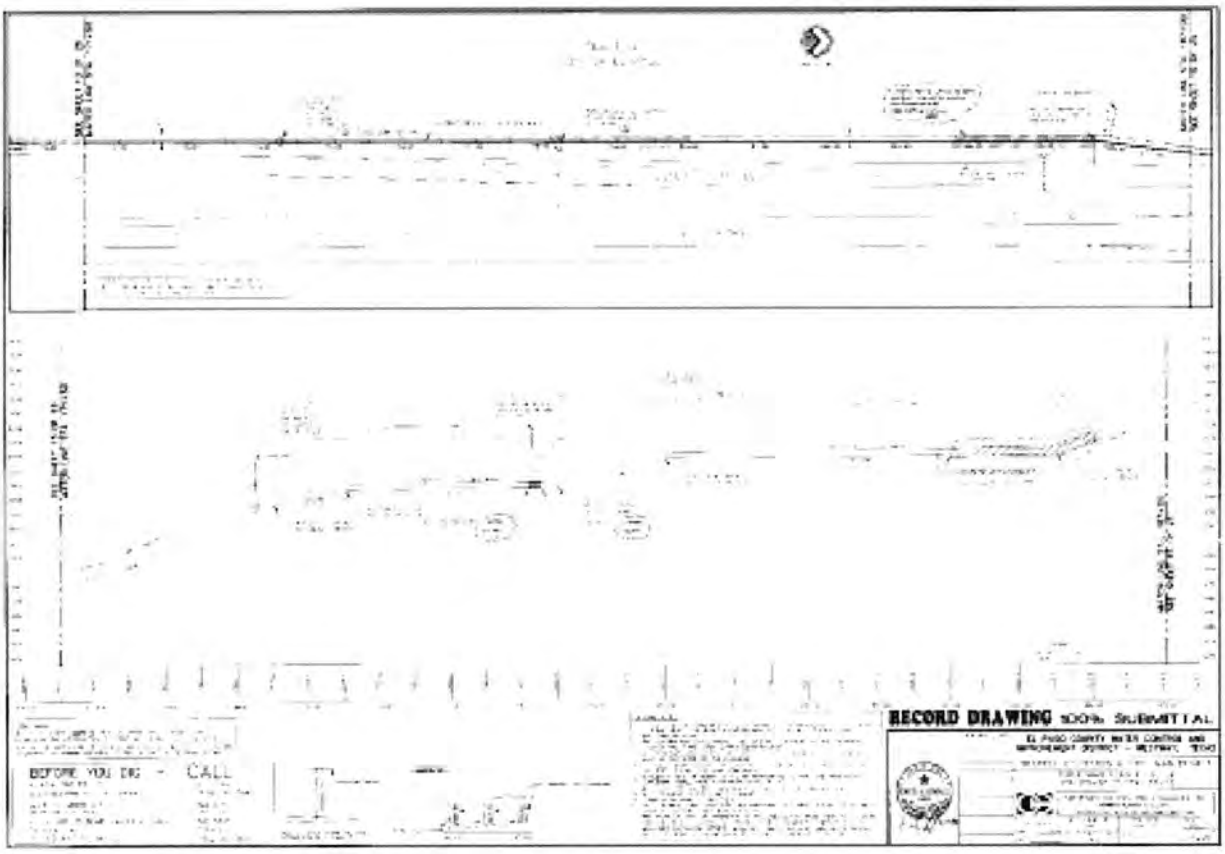
Physical	Description	Start Date	Type	Status	Status Date
EL PASO COUNTY LANDFILL		04/09/1984	1	CLOSED	03/29/1994

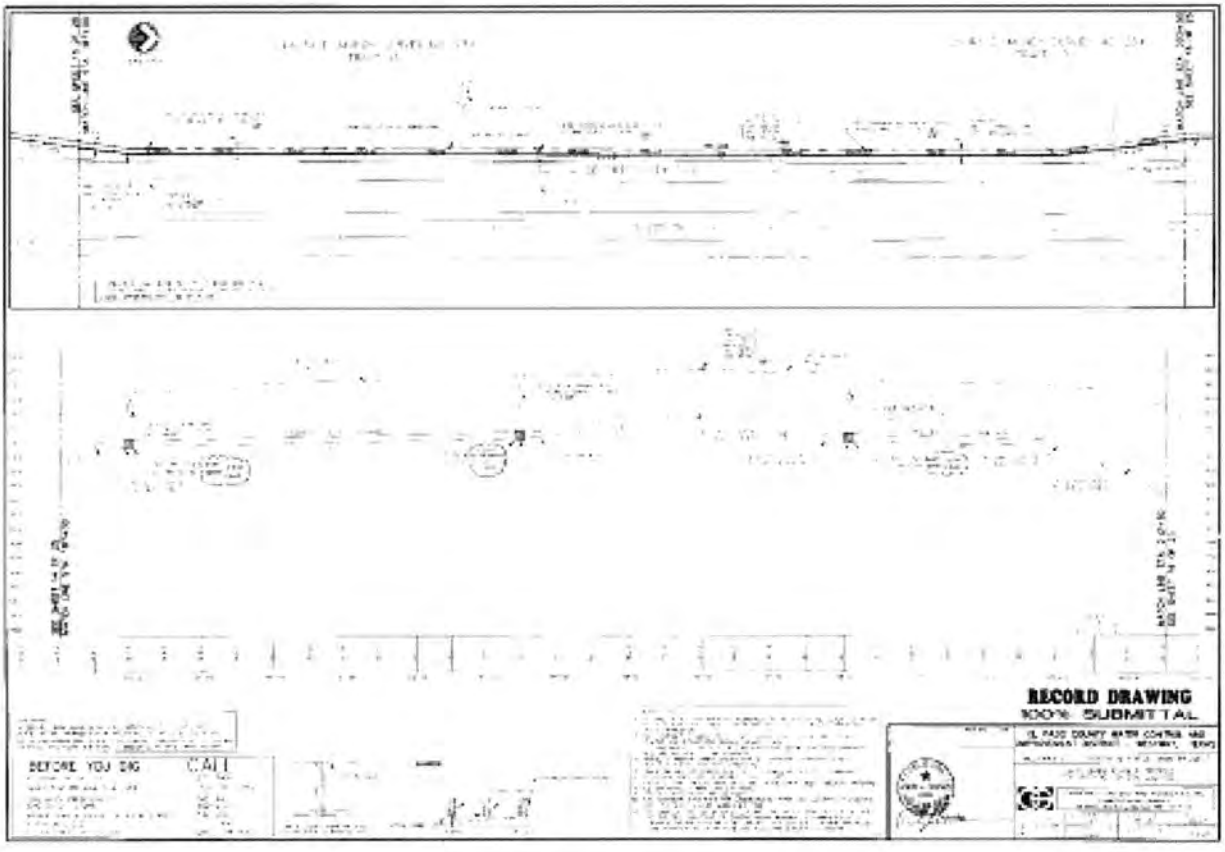
Tracking No.	Type	Value	Start Date	End Date
1043173	PERMITTED ACREAGE	100 ACRES	04/09/1984	
1053793	RIVER BASIN CODE	RIO GRANDE RIVER BASIN	04/09/1984	
1049520	TONS PER DAY	40	04/09/1984	
1066897	1ST QUARTER FACILITY REPORT	1994 FISCAL YEAR	09/01/1993	11/30/1993
1065169	1ST QUARTER FACILITY REPORT	1993 FISCAL YEAR	09/01/1992	11/30/1992
1067239	2ND QUARTER FACILITY REPORT	1994 FISCAL YEAR	12/01/1993	02/28/1994
1065597	2ND QUARTER FACILITY REPORT	1993 FISCAL YEAR	12/01/1992	02/28/1993
1067397	3RD QUARTER FACILITY REPORT	1994 FISCAL YEAR	03/01/1994	05/31/1994

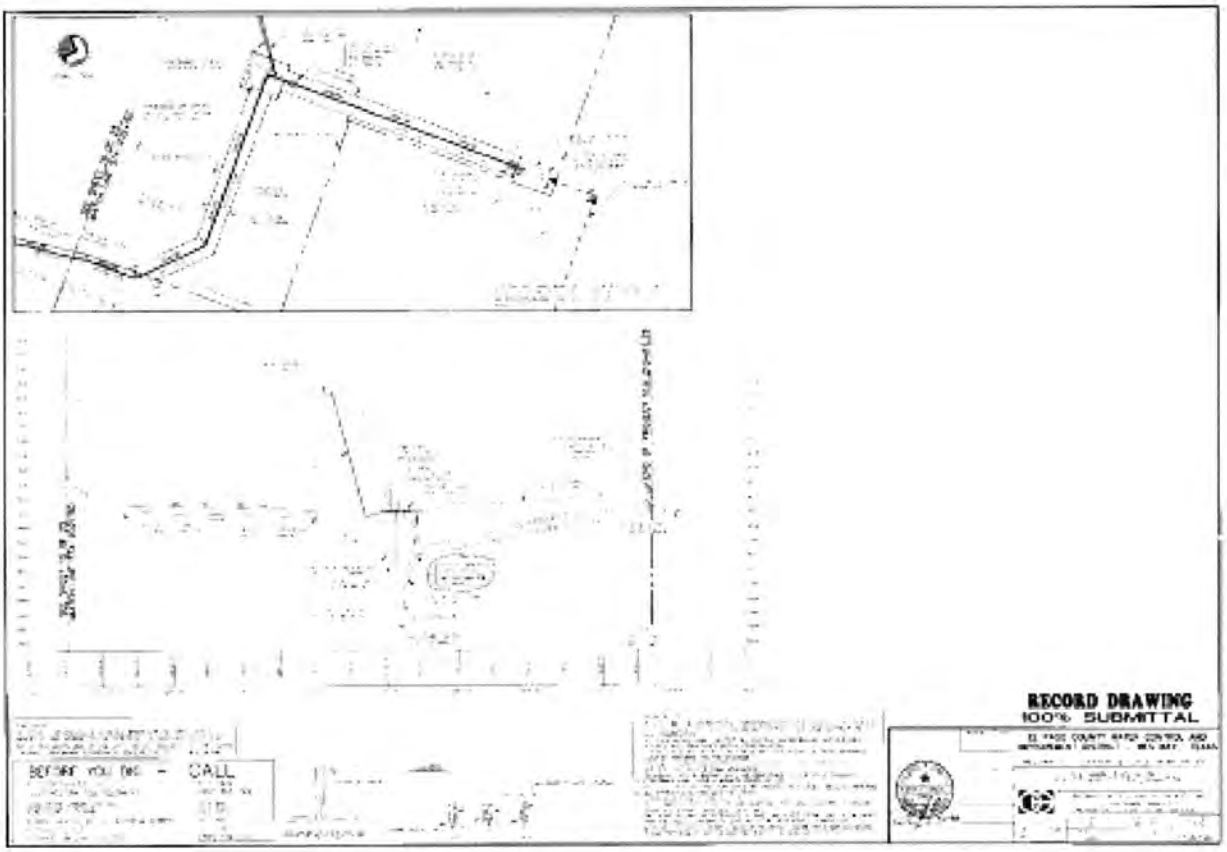
1066048	3RD QUARTER FACILITY REPORT	1993 FISCAL YEAR	03/01/1993	05/31/1993
1066360	4TH QUARTER FACILITY REPORT	1993 FISCAL YEAR	06/01/1993	08/31/1993
1045442	POPULATION SERVED	53545	04/09/1984	

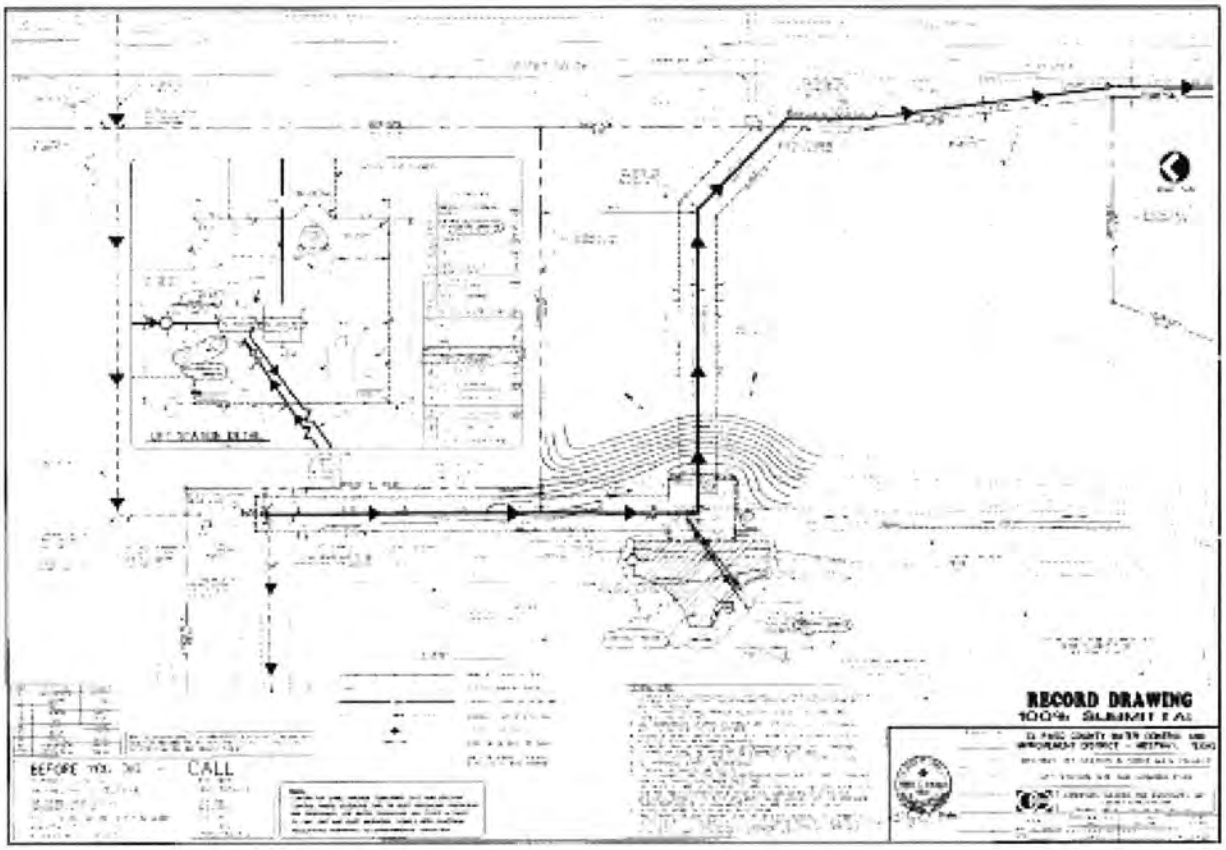
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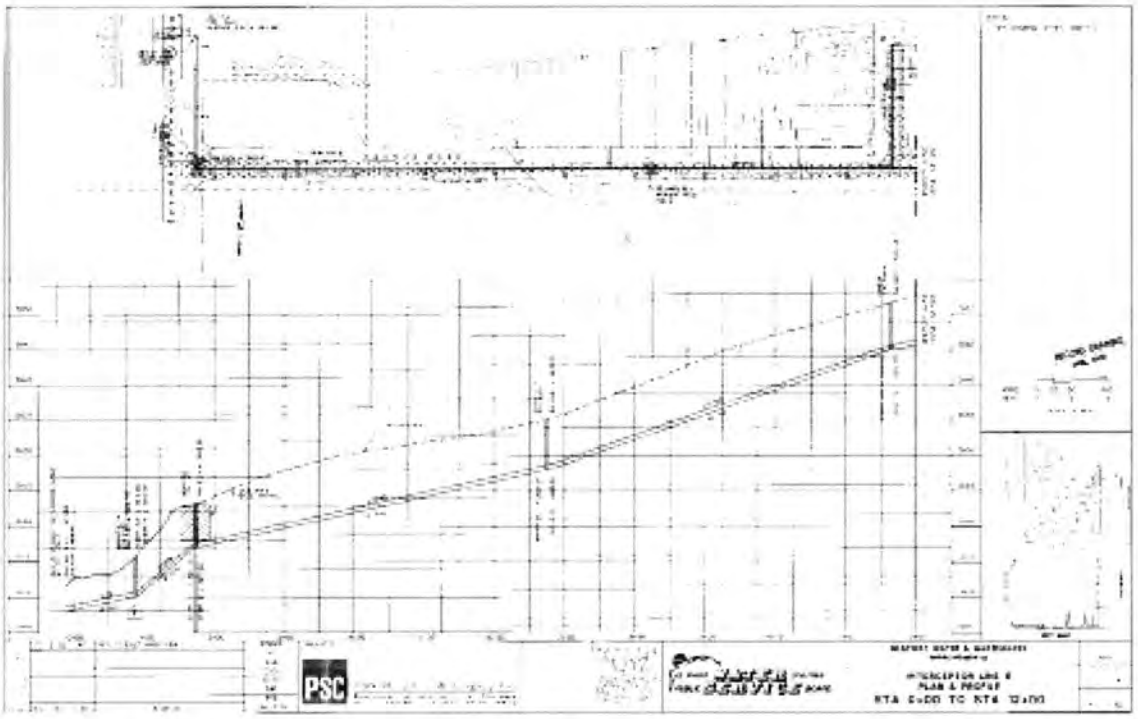
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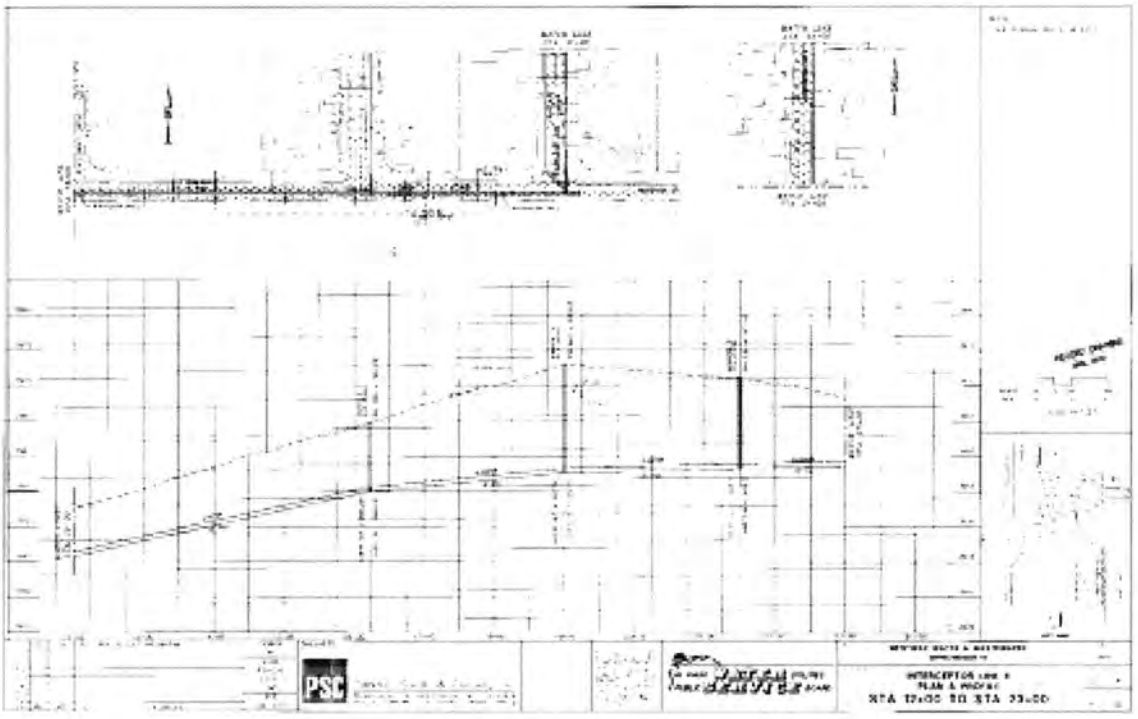

RECORD DRAWING
100% SUBMITTAL
BEFORE YOU DIG - CALL

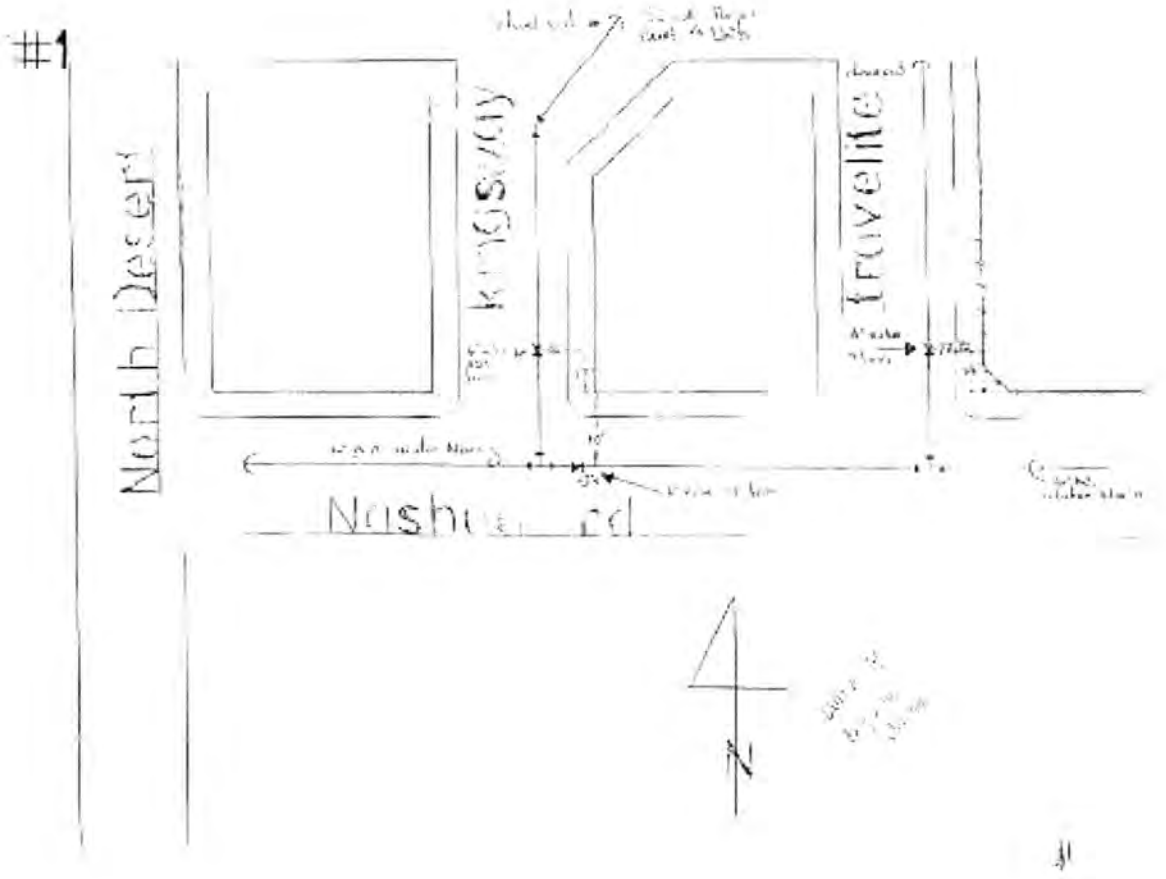

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BEFORE YOU DIG CALL

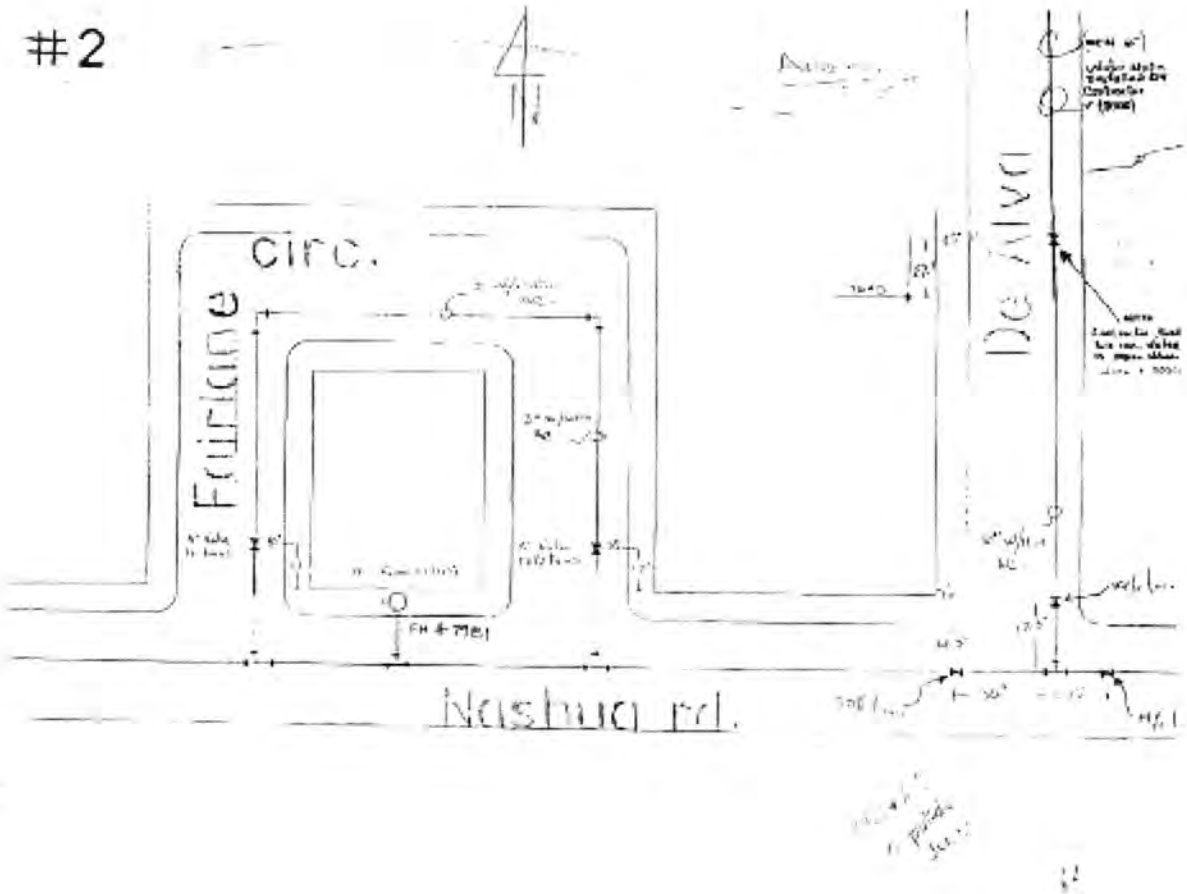

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BEFORE YOU DIG - CALL

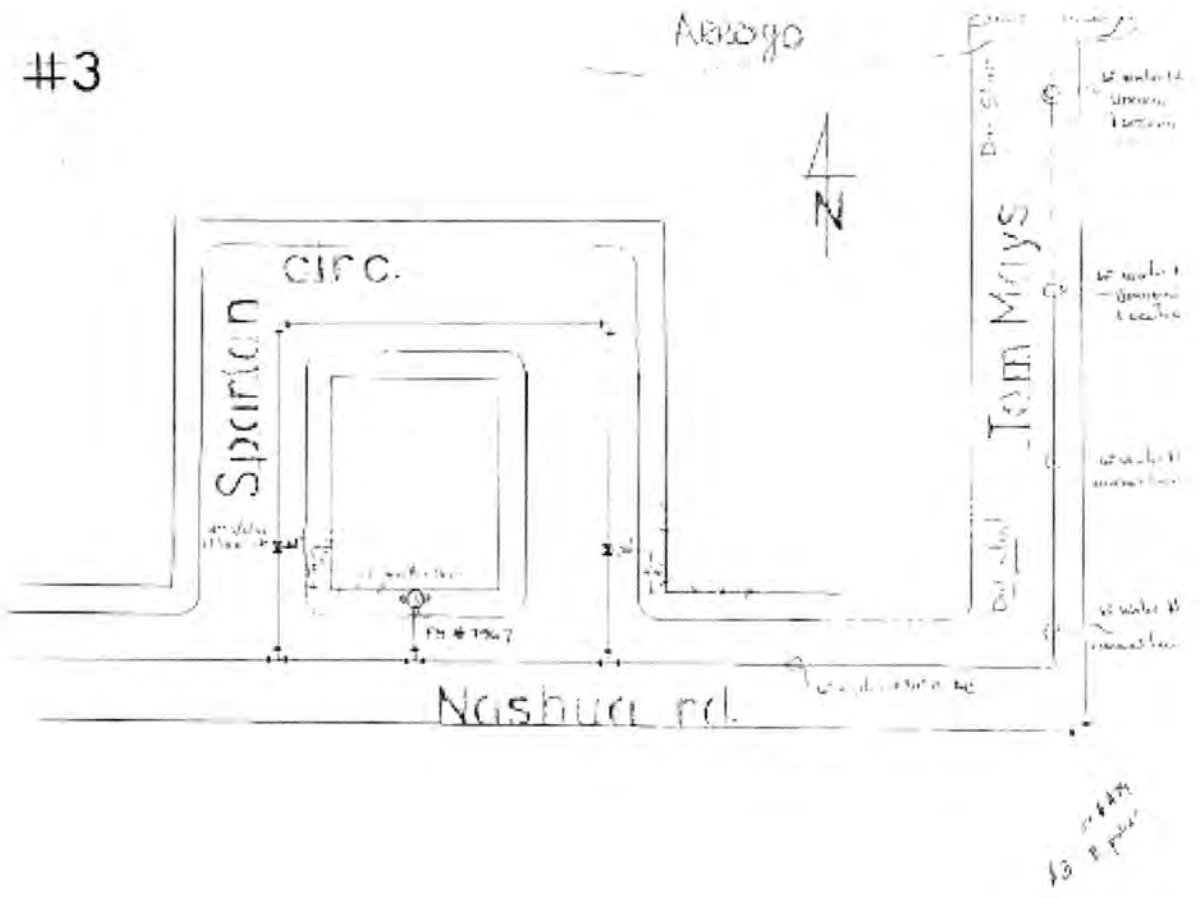

RECORD DRAWING
100% SUBMITTAL
BEFORE YOU DIG - CALL






#1
North Desert
Nashville rd


#2
Fruitlane
circ.
Nashua rd.


#3
Arroyo
N
circ.
Spartan
Tom Mays
Nashua rd.

el paso WATER

To whom it may concern,

RE: Water and Sewer Availability for Northwest Land - 330 acres

The letter is in response to the request regarding water and sewer availability for the property referenced above.

Major water and sewer infrastructure is required to serve the entire 330 acres of land

Water:
The subject property falls entirely within the Coronado Country Club 1 Pressure Zone This pressure zone has a maximum service elevation of 4,270 feet (City Datum)

Service to the subject property requires the design and construction of a portion of the Transmountain System listed below, and a 16-inch water transmission main parallel to IH10 within an easement.

- Transmountain #1 Tank
- Transmountain #1 Booster Station
- Transmountain #2 Tank
- Transmountain #1 48" Water Transmission main
- Transmountain #2 Water Transmission main

The projects are currently anticipated to start design on the fiscal year 2023-2024.

Sewer:
The wastewater in the vicinity of this area is collected into the Westway III Lift Station: an 850-gpm firm capacity lift station. This lift station discharges thru a 10-inch diameter force main and then into a 15-inch diameter gravity main along the westside of IH10.
A sewer study will be required to determine the upgrades to the existing lift station and/or downstream sewer systems (off-site extensions/relief lines)

General:
A new service application is required to provide water and sewer services. The following items are required at the time of application: copy of subdivision plat (digital and hard copy), a set of complete subdivision improvements plans, including landscaping plans, benchmark check and construction schedule.

Service will be provided in accordance with the current El Paso Water- Public Service Board Rules and Regulations. The Owner/Developer is responsible for the cost of any necessary on-site and off-site main extensions, relocations or adjustments of water and sanitary sewer mains and appurtenances.

Interstate Highway 10 is a Texas Department of Transportation (TXDOT) right-of-way. All proposed utility work within this right-of-way requires written permission from TXDOT.

Sincerely,

Adriana L. Castillo, P. E.
Engineering Division Manager
Planning and Development

EL PASO WATER
PURCHASING DEPARTMENT
1154 HAWKINS BLVD.
EL PASO, TEXAS 79925

SALE OF REAL ESTATE – APPROXIMATELY 330.26 ACRES (320.26 NET ACRES)

BID NUMBER 26-20

ADDENDUM NUMBER 3

JULY 13, 2020

Attention of all bidders is directed to the following addendum to this Bid Proposal:

A. Response(s) to Bidder's question(s):

- Question: Notwithstanding the language in the Bid Packet, isn't it a State requirement under the Natural Resources Code - Antiquities Code that a political subdivision must perform an archeological survey and identify State Archeological Landmarks prior to selling land? Has the EPWU performed an archeological survey and have Landmarks been identified?

  Answer: No. this is the successful bidder's responsibility.

- Question: Will the EPWU grant right-of-way and other easements for roads, utilities and drainage over the Avispa Canyon parcel? Can an easement or dedication agreement template be worked out previous to the bid date?

  Answer: The right-of-way and/or easement agreements can be worked out for proposed crossings of the Avispa Canyon with streets, utilities, and drainage improvements after the improvements and locations have been identified. EPW will not issue a template before the bid opening.

Bidder shall acknowledge receipt of this addendum and submit this acknowledgment with their bid submittal. Failure to acknowledge addendum(s), may result in rejection of bid.

Gretchen Garcia
Procurement Analyst

BIDDER'S ACKNOWLEDGEMENT OF RECEIPT

Page 1 of 1

WGC

EXHIBIT "E"
CURRENT APPLICABLE CIP

CIP	CIP + Program	Phase / Activity	Business Unit	Program Name	Project Name	ProjectNo.	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
W020002	W020002 Elevated Water Storage Tanks: North 2, Ventanas, (	Design	Water	Elevated Water Storage Tanks: North 2, Ventanas, Memphis	Memphis Tank Air Treatment Units	W020002-01	100,000					
W020002	W020002 Elevated Water Storage Tanks: North 2, Ventanas, (	CM Services	Water	Elevated Water Storage Tanks: North 2, Ventanas, Memphis	Memphis Tank Air Treatment Units	W020002-01		>>>	20,000	240,000	50,000	
W020002	W020002 Elevated Water Storage Tanks: North 2, Ventanas, (	Construction	Water	Elevated Water Storage Tanks: North 2, Ventanas, Memphis	Memphis Tank Air Treatment Units	W020002-01		>>>	100,000	2,400,000	500,000	
W020003	W020003 Franklin East #1A Elevated Storage Tank (3MG) (IF	Design	Water	Franklin East #1A Elevated Storage Tank 3MG (IF)	Franklin East #1A Elevated Storage Tank (3MG) - Air Treatment Units (IF)	W020003-01		>>>	>>>	150,000	100,000	
W020003	W020003 Franklin East #1A Elevated Storage Tank (3MG) (IF	Construction	Water	Franklin East #1A Elevated Storage Tank 3MG (IF)	Franklin East #1A Elevated Storage Tank (3MG) - Air Treatment Units (IF)	W020003-01			>>>	>>>	20,000	1,290,000
W020006	W020006 Northills Tank Interior Coating Rehabilitation	Design	Water	Northills Tank Interior Coating Rehabilitation	Northills Tank Interior Coating Rehabilitation	W020006-01	95,000	900,000	215,000			
W020007	W020007 Sunset Tank Rehabilitation	Design	Water	Sunset Tank Rehabilitation	Sunset Tank Rehabilitation	W020007-01	87,000					
W020007	W020007 Sunset Tank Rehabilitation	Construction	Water	Sunset Tank Rehabilitation	Sunset Tank Rehabilitation	W020007-01	559,000	3,913,000	1,118,000			
W020008	W020008 Heath De Leon Tank	Design	Water	Heath De Leon Tank	Heath De Leon Tank & Pump Station	W020008-01	100,000					
W020008	W020008 Heath De Leon Tank	CM Services	Water	Heath De Leon Tank	Heath De Leon Tank & Pump Station	W020008-01		30,000	465,000	465,000	240,000	
W020008	W020008 Heath De Leon Tank	Construction	Water	Heath De Leon Tank	Heath De Leon Tank & Pump Station	W020008-01		500,000	7,750,000	7,750,000	4,000,000	
W020010	W020010 Montana East (2.5MG) Tank (IF)	CM Services	Water	Montana East 2.5 MG Tank	Vista del Este (Montana East) (2.5MG) Tank (IF)	W020010-01	25,000					
W020010	W020010 Montana East (2.5MG) Tank (IF)	Construction	Water	Montana East 2.5 MG Tank	Vista del Este (Montana East) (2.5MG) Tank (IF)	W020010-01	714,000					
W020012	W020012 Vinton (Westway) (1.25MG) Tank	Design	Water	Vinton (Westway) 1.25MG Tank	Vinton (Westway) (1.25MG) Tank	W020012-01	9,400					
W020012	W020012 Vinton (Westway) (1.25MG) Tank	CM Services	Water	Vinton (Westway) 1.25MG Tank	Vinton (Westway) (1.25MG) Tank	W020012-01	321,000					
W020012	W020012 Vinton (Westway) (1.25MG) Tank	Construction	Water	Vinton (Westway) 1.25MG Tank	Vinton (Westway) (1.25MG) Tank	W020012-01	940,000	1,175,000				
W020013	W020013 Rosemont Tank Replacement - Facilities Master Pla	Design	Water	Rosemont Tank Replacement - Facilities Master Plan (2.5M	Rosemont Tank (2.5MG) Redundancy (Facilities Master Plan)	W020013-01	274,000	150,000				
W020013	W020013 Rosemont Tank Replacement - Facilities Master Pla	CM Services	Water	Rosemont Tank Replacement - Facilities Master Plan (2.5M	Rosemont Tank (2.5MG) Redundancy (Facilities Master Plan)	W020013-01		>>>	50,000	800,000	150,000	
W020013	W020013 Rosemont Tank Replacement - Facilities Master Pla	Construction	Water	Rosemont Tank Replacement - Facilities Master Plan (2.5M	Rosemont Tank (2.5MG) Redundancy (Facilities Master Plan)	W020013-01		>>>	500,000	4,750,000	4,750,000	
W020015	W020015 Ranchos Real (2MG) Tank (IF)	Construction	Water	Ranchos Real 2MG Tank	Ranchos Real (2MG) Tank (IF)	W020015-01	801,000					
W020016	W020016 Zaragosa C Elevated Tanks & Air Treatment Units	Design	Water	Zaragosa C Elevated Tanks & Air Treatment Units	Zaragosa C Ground Storage Tanks, Air Treatment Units, PS Piping	W020016-01	492,000	400,000				
W020016	W020016 Zaragosa C Elevated Tanks & Air Treatment Units	CM Services	Water	Zaragosa C Elevated Tanks & Air Treatment Units	Zaragosa C Ground Storage Tanks, Air Treatment Units, PS Piping	W020016-01		>>>	>>>	>>>	50,000	400,000
W020016	W020016 Zaragosa C Elevated Tanks & Air Treatment Units	Construction	Water	Zaragosa C Elevated Tanks & Air Treatment Units	Zaragosa C Ground Storage Tanks, Air Treatment Units, PS Piping	W020016-01		>>>	>>>	>>>	300,000	4,080,000
W020017	W020017 Cielo Vista Tank Improvements	Design	Water	Cielo Vista Tanks	Cielo Vista Ground Tanks Improvements	W020017-01	12,000					
W020017	W020017 Cielo Vista Tank Improvements	CM Services	Water	Cielo Vista Tanks	Cielo Vista Ground Tanks Improvements	W020017-01	50,000	100,000				
W020017	W020017 Cielo Vista Tank Improvements	Construction	Water	Cielo Vista Tanks	Cielo Vista Ground Tanks Improvements	W020017-01	300,000	1,000,000	200,000			
W020017	W020017 Cielo Vista Tank Improvements	Design	Water	Cielo Vista Tanks	Cielo Vista (3MG) Elevated Tank (Airport PZ)	W020017-02				60,000		
W020017	W020017 Cielo Vista Tank Improvements	CM Services	Water	Cielo Vista Tanks	Cielo Vista (3MG) Elevated Tank (Airport PZ)	W020017-02					100,000	400,000
W020017	W020017 Cielo Vista Tank Improvements	Construction	Water	Cielo Vista Tanks	Cielo Vista (3MG) Elevated Tank (Airport PZ)	W020017-02					2,160,000	4,600,000
W020018	W020018 Mountain Park #1C Tank (New)	Planning	Water	Mountain Park #1C Tank (New)	Mountain Park #1C Tank (New)	W020018-01	C					
W020018	W020018 Mountain Park #1C Tank (New)	Design	Water	Mountain Park #1C Tank (New)	Mountain Park #1C Tank (New)	W020018-01	207,000					
W020018	W020018 Mountain Park #1C Tank (New)	CM Services	Water	Mountain Park #1C Tank (New)	Mountain Park #1C Tank (New)	W020018-01		>>>	14,000	156,000	25,000	
W020018	W020018 Mountain Park #1C Tank (New)	Construction	Water	Mountain Park #1C Tank (New)	Mountain Park #1C Tank (New)	W020018-01		>>>	280,000	3,120,000	500,000	
W020019	W020019 Festival 1 Tank - (2MG) Tank Coatings Rehabilitatio	Design	Water	Festival 1 Tank - 2MG Tank Coatings Rehabilitation	Festival 1 Tank - (2MG) Tank Coatings Rehabilitation	W020019-01	C					
W020019	W020019 Festival 1 Tank - (2MG) Tank Coatings Rehabilitatio	CM Services	Water	Festival 1 Tank - 2MG Tank Coatings Rehabilitation	Festival 1 Tank - (2MG) Tank Coatings Rehabilitation	W020019-01	C					
W020019	W020019 Festival 1 Tank - (2MG) Tank Coatings Rehabilitatio	Construction	Water	Festival 1 Tank - 2MG Tank Coatings Rehabilitation	Festival 1 Tank - (2MG) Tank Coatings Rehabilitation	W020019-01	C					
W020020	W020020 Eastwood Reservoir Roof Improvements	Design	Water	Eastwood Reservoir Roof Improvements	Eastwood Reservoir Roof Improvements	W020020-01	154,000	50,000				
W020020	W020020 Eastwood Reservoir Roof Improvements	CM Services	Water	Eastwood Reservoir Roof Improvements	Eastwood Reservoir Roof Improvements	W020020-01		200,000	200,000	100,000		
W020020	W020020 Eastwood Reservoir Roof Improvements	Construction	Water	Eastwood Reservoir Roof Improvements	Eastwood Reservoir Roof Improvements	W020020-01		2,000,000	2,000,000	1,800,000		
W020021	W020021 High Chaparral (3.5MG) Reservoir Rehabilitation	D/C/CMS	Water	High Chaparral 3.5MG RsvrRehab	High Chaparral (3.5MG) Reservoir Rehabilitation - Coatings	W020021-01	783,000	2,740,000	391,500			
W020022	W020022 Redd Road (4MG) Reservoir Rehabilitation	Design	Water	Redd Road 4MG Reservoir Rehabilitation	Redd Road (4MG) Reservoir Rehabilitation - Coatings	W020022-01	-					
W020022	W020022 Redd Road (4MG) Reservoir Rehabilitation	CM Services	Water	Redd Road 4MG Reservoir Rehabilitation	Redd Road (4MG) Reservoir Rehabilitation - Coatings	W020022-01	24,000					
W020022	W020022 Redd Road (4MG) Reservoir Rehabilitation	Construction	Water	Redd Road 4MG Reservoir Rehabilitation	Redd Road (4MG) Reservoir Rehabilitation - Coatings	W020022-01	1,600,000					
W020023	W020023 Franklin East #1B (3MG) Ground	Design	Water	Franklin East #1B (3MG) Ground	Franklin East #1B (3MG) Ground (CMAR)	W020023-01	150,000	350,000				

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W020023	W020023 Franklin East #1B (3MG) Ground	CM Services	Water	Franklin East #1B (3MG) Ground	Franklin East #1B (3MG) Ground (CMAR)	W020023-01		>>>	>>>	1,000	80,000	80,000
W020023	W020023 Franklin East #1B (3MG) Ground	Construction	Water	Franklin East #1B (3MG) Ground	Franklin East #1B (3MG) Ground (CMAR)	W020023-01		>>>	>>>	1,000	800,000	1,600,000
W020024	W020024 Northeast Well Supply Tank (2MG) (IF)	Design	Water	Northeast Well Supply Tank (IF) (2MG)	Northeast Well Supply Tank (2MG) (IF)	W020024-01			50,000			
W020024	W020024 Northeast Well Supply Tank (2MG) (IF)	CM Services	Water	Northeast Well Supply Tank (IF) (2MG)	Northeast Well Supply Tank (2MG) (IF)	W020024-01				50,000	300,000	200,000
W020024	W020024 Northeast Well Supply Tank (2MG) (IF)	Construction	Water	Northeast Well Supply Tank (IF) (2MG)	Northeast Well Supply Tank (2MG) (IF)	W020024-01				200,000	2,250,000	1,800,000
W020025	W020025 Pico Norte Elevated Tank (Airport PZ) (3MG)	Design	Water	Pico Norte Elevated Tank (Airport PZ) (4MG)	Pico Norte Elevated Tank (Airport PZ) (3MG)	W020025-01	38,000	105,000	15,000			
W020025	W020025 Pico Norte Elevated Tank (Airport PZ) (3MG)	Land Acquisition	Water	Pico Norte Elevated Tank (Airport PZ) (4MG)	Pico Norte Elevated Tank (Airport PZ) (3MG)	W020025-01	800,000	2,100,000	300,000			
W020025	W020025 Pico Norte Elevated Tank (Airport PZ) (3MG)	CM Services	Water	Pico Norte Elevated Tank (Airport PZ) (4MG)	Pico Norte Elevated Tank (Airport PZ) (3MG)	W020025-01		>>>	50,000	350,000	200,000	
W020025	W020025 Pico Norte Elevated Tank (Airport PZ) (3MG)	Construction	Water	Pico Norte Elevated Tank (Airport PZ) (4MG)	Pico Norte Elevated Tank (Airport PZ) (3MG) and Air Treatment Units	W020025-01		>>>	200,000	3,061,000	3,061,000	
W020026	W020026 Ridgecrest Tank (2MG)	Design	Water	Ridgecrest Tank (2MG)	Ridgecrest (Aldea) Tank (2MG)	W020026-01	365,000					
W020026	W020026 Ridgecrest Tank (2MG)	Land Acquisition	Water	Ridgecrest Tank (2MG)	Ridgecrest (Aldea) Tank (2MG)	W020026-01	4,702,000					
W020026	W020026 Ridgecrest Tank (2MG)	CM Services	Water	Ridgecrest Tank (2MG)	Ridgecrest (Aldea) Tank (2MG)	W020026-01		>>>	140,000	560,000		
W020026	W020026 Ridgecrest Tank (2MG)	Construction	Water	Ridgecrest Tank (2MG)	Ridgecrest (Aldea) Tank (2MG)	W020026-01		>>>	1,400,000	5,600,000		
W020027	W020027 East High PZ/Loma Real Distribution Tank (5MG)	Planning	Water	East High PZ/Loma Real Distribution Tank (5MG)	East High PZ Loma Real Distribution Tank (5MG) (CMAR)	W020027-01						
W020027	W020027 East High PZ/Loma Real Distribution Tank (5MG)	Design	Water	East High PZ/Loma Real Distribution Tank (5MG)	East High PZ Loma Real Distribution Tank (5MG) (CMAR)	W020027-01	300,000					
W020027	W020027 East High PZ/Loma Real Distribution Tank (5MG)	CM Services	Water	East High PZ/Loma Real Distribution Tank (5MG)	East High PZ Loma Real Distribution Tank (5MG) (CMAR)	W020027-01		>>>	>>>	180,000	180,000	180,000
W020027	W020027 East High PZ/Loma Real Distribution Tank (5MG)	Construction	Water	East High PZ/Loma Real Distribution Tank (5MG)	East High PZ Loma Real Distribution Tank (5MG) (CMAR)	W020027-01		>>>	>>>	1,800,000	3,600,000	3,600,000
W020028	W020028 Airport Tank Rehabilitation (4MG)	Design	Water	Airport Tank Rehabilitation (4MG)	Airport Tank Rehabilitation (4MG)	W020028-01				>>>	>>>	100,000
W020028	W020028 Airport Tank Rehabilitation (4MG)	CM Services	Water	Airport Tank Rehabilitation (4MG)	Airport Tank Rehabilitation (4MG)	W020028-01					>>>	>>>
W020028	W020028 Airport Tank Rehabilitation (4MG)	Construction	Water	Airport Tank Rehabilitation (4MG)	Airport Tank Rehabilitation (4MG)	W020028-01					>>>	>>>
W020029	W020029 Cedar Oak (3MG) Tank	Design	Water	Cedar Oak 4MG Tank	Cedar Oak (3MG) Tank (Airport PZ)	W020029-01	100,000	500,000				
W020029	W020029 Cedar Oak (3MG) Tank	Land Acquisition	Water	Cedar Oak 4MG Tank	Cedar Oak (3MG) Tank (Airport PZ)	W020029-01	287,000					
W020029	W020029 Cedar Oak (3MG) Tank	CM Services	Water	Cedar Oak 4MG Tank	Cedar Oak (3MG) Tank (Airport PZ)	W020029-01		>>>	>>>	>>>	>>>	>>>
W020029	W020029 Cedar Oak (3MG) Tank	Construction	Water	Cedar Oak 4MG Tank	Cedar Oak (3MG) Tank (Airport PZ)	W020029-01		>>>	>>>	>>>	>>>	>>>
W020030	W020030 Artcraft 2R - (2MG) Reservoir Upgrades	Design	Water	Artcraft 2R - 2MG Reservoir Upgrades	Artcraft 2RW - (2MG) Reservoir Upgrades	W020030-01	#REF!	75,000				
W020030	W020030 Artcraft 2R - (2MG) Reservoir Upgrades	Construction	Water	Artcraft 2R - 2MG Reservoir Upgrades	Artcraft 2RW - (2MG) Reservoir Upgrades	W020030-01	#REF!		280,000			
W020031	W020031 Transmountain NW 1A Tank -(4MG) (IF)	Design	Water	Transmountain NW 1A Tank -(4MG) (IF)	Transmountain NW 1A Tank -(4MG) (IF) (CMAR)	W020031-01	500,000	250,000				
W020031	W020031 Transmountain NW 1A Tank -(4MG) (IF)	CM Services	Water	Transmountain NW 1A Tank -(4MG) (IF)	Transmountain NW 1A Tank -(4MG) (IF) (CMAR)	W020031-01		>>>	>>>	400,000	400,000	300,000
W020031	W020031 Transmountain NW 1A Tank -(4MG) (IF)	Construction	Water	Transmountain NW 1A Tank -(4MG) (IF)	Transmountain NW 1A Tank -(4MG) (IF) (CMAR)	W020031-01		>>>	>>>	500,000	8,000,000	6,000,000
W020032	W020032 Transmountain NW 2A Tank -(3MG) (IF)	Planning	Water	Transmountain NW 2A Tank -(3MG) (IF)	Transmountain NW 2A Tank -(3MG) (IF) (CMAR)	W020032-01	82,000					
W020032	W020032 Transmountain NW 2A Tank -(3MG) (IF)	Design	Water	Transmountain NW 2A Tank -(3MG) (IF)	Transmountain NW 2A Tank -(3MG) (IF) (CMAR)	W020032-01		400,000				
W020032	W020032 Transmountain NW 2A Tank -(3MG) (IF)	CM Services	Water	Transmountain NW 2A Tank -(3MG) (IF)	Transmountain NW 2A Tank -(3MG) (IF) (CMAR)	W020032-01		>>>	>>>	100,000	200,000	200,000
W020032	W020032 Transmountain NW 2A Tank -(3MG) (IF)	Construction	Water	Transmountain NW 2A Tank -(3MG) (IF)	Transmountain NW 2A Tank -(3MG) (IF) (CMAR)	W020032-01		>>>	>>>	500,000	4,000,000	3,500,000
W020033	W020033 Cactus Hills Tank	Land Acquisition	Water	CCC3 PZ Improvements	Cactus Hills Tank	W020033-01		1,500,000	1,000,000			
W020033	W020033 Cactus Hills Tank	Design	Water	CCC3 PZ Improvements	Cactus Hills Tank	W020033-01			300,000	200,000		
W020033	W020033 Cactus Hills Tank	CM Services	Water	CCC3 PZ Improvements	Cactus Hills Tank	W020033-01					>>>	>>>
W020033	W020033 Cactus Hills Tank	Construction	Water	CCC3 PZ Improvements	Cactus Hills Tank	W020033-01					>>>	>>>
W020034	W020034 Montana East (Homestead II) (3MG) Tank	Design	Water	Montana East (Homestead II) 2.0MG Tank	Montana East (Homestead II) (3MG) Tank	W020034-01		400,000	350,000			
W020034	W020034 Montana East (Homestead II) (3MG) Tank	CM Services	Water	Montana East (Homestead II) 2.0MG Tank	Montana East (Homestead II) (3MG) Tank	W020034-01			>>>	35,000	280,000	105,000
W020034	W020034 Montana East (Homestead II) (3MG) Tank	Construction	Water	Montana East (Homestead II) 2.0MG Tank	Montana East (Homestead II) (3MG) Tank	W020034-01			>>>	500,000	4,000,000	1,500,000
W020035	W020035 Zaragosa Tank Rehabilitation	Design	Water	Zaragosa Tank Rehabilitation	Zaragosa (3MG) Tank Coatings Rehabilitation	W020035-01	150,000	50,000				
W020035	W020035 Zaragosa Tank Rehabilitation	CM Services	Water	Zaragosa Tank Rehabilitation	Zaragosa (3MG) Tank Coatings Rehabilitation	W020035-01		>>>	>>>	>>>	70,000	280,000
W020035	W020035 Zaragosa Tank Rehabilitation	Construction	Water	Zaragosa Tank Rehabilitation	Zaragosa (3MG) Tank Coatings Rehabilitation	W020035-01		>>>	>>>	>>>	700,000	2,800,000
W020035	W020035 Zaragosa Tank Rehabilitation	Design	Water	Zaragosa Tank Rehabilitation	Zaragosa (10MG) Concrete Tank Replacement	W020035-02				200,000	350,000	

CIP	CIP + Program	Phase / Activity	Business Unit	Program Name	Project Name	ProjectNo.	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
W030016	W030016 CCC1 PZ Improvements - Pumping Systems (IF)	Construction	Water	CCC1 PZ Improvements - Pumping Systems	Artcraft #1 Pump Station Improvements (5MGD Expansion) (IF)	W030016-03		>>>	1,000,000	3,000,000	1,000,000	
W030027	W030027 Cactus Hill Booster Station (4MGD)	Design	Water	CCC3 PZ Improvements	Cactus Hill Booster Station (4MGD)	W030027-01		400,000	300,000			
W030027	W030027 Cactus Hill Booster Station (4MGD)	CM Services	Water	CCC3 PZ Improvements	Cactus Hill Booster Station (4MGD)	W030027-01			>>>	>>>	18,000	180,000
W030027	W030027 Cactus Hill Booster Station (4MGD)	Construction	Water	CCC3 PZ Improvements	Cactus Hill Booster Station (4MGD)	W030027-01			>>>	>>>	360,000	3,604,000
W030028	W030028 Vinton #2 Booster Station	Design	Water	CCC2 PZ Improvements	Vinton #2 Booster Station (SIS Analysis)	W030028-01					100,000	350,000
W030028	W030028 Vinton #2 Booster Station	CM Services	Water	CCC2 PZ Improvements	Vinton #2 Booster Station (SIS Analysis)	W030028-01						
W030028	W030028 Vinton #2 Booster Station	Construction	Water	CCC2 PZ Improvements	Vinton #2 Booster Station (SIS Analysis)	W030028-01						
W030029	W030029 Transmountain NW#2 Booster Station	Design	Water	CCC2 PZ Improvements	Transmountain NW#2 Booster Station (SIS Analysis)	W030029-01			65,000			
W030029	W030029 Transmountain NW#2 Booster Station	CM Services	Water	CCC2 PZ Improvements	Transmountain NW#2 Booster Station (SIS Analysis)	W030029-01				1,000	65,000	65,000
W030029	W030029 Transmountain NW#2 Booster Station	Construction	Water	CCC2 PZ Improvements	Transmountain NW#2 Booster Station (SIS Analysis)	W030029-01				1,000	550,000	550,000
W030017	W030017 McGreggor Range BS at Franklin East	Design	Water	McGreggor Range BS- at Franklin East	McGreggor Range BS at Franklin East	W030017-01	>>>	>>>	>>>	>>>	400,000	
W030017	W030017 McGreggor Range BS at Franklin East	CM Services	Water	McGreggor Range BS- at Franklin East	McGreggor Range BS at Franklin East	W030017-01		>>>	>>>	>>>	>>>	200,000
W030017	W030017 McGreggor Range BS at Franklin East	Construction	Water	McGreggor Range BS- at Franklin East	McGreggor Range BS at Franklin East	W030017-01		>>>	>>>	>>>	>>>	2,000,000
W030018	W030018 McGreggor Range Old Pump Station at Dyer - Decc	Construction	Water	McGreggor Range Old Booster Station at Dyer - Decomissio	McGreggor Range Old Booster Station at Dyer - Decommissioning	W030018-01				300,000		
W030019	W030019 Transmountain NW #1 (MGD) (IF)	Design	Water	Transmountain NW #1-(MGD) I.F.	TmsMntn NW #1 (MGD) (IF) (CMAR)	W030019-01		>>>	200,000	300,000		
W030019	W030019 Transmountain NW #1 (MGD) (IF)	Construction	Water	Transmountain NW #1-(MGD) I.F.	TmsMntn NW #1 (MGD) (IF) (CMAR)	W030019-01			>>>	1,400,000	3,500,000	2,100,000
W030020	W030020 Artcraft #2 (4.5MGD+1.5MGD) WMP	Design	Water	Artcraft #2-(4.5MGD+1.5MGD) WMP	Artcraft #2 (4.5MGD+1.5MGD) WMP	W030020-01		>>>	70,000	500,000		
W030020	W030020 Artcraft #2 (4.5MGD+1.5MGD) WMP	Construction	Water	Artcraft #2-(4.5MGD+1.5MGD) WMP	Artcraft #2 (4.5MGD+1.5MGD) WMP	W030020-01			>>>	>>>	>>>	1,000,000
W030021	W030021 Franklin East #1 (4.75MGD) (IF)	Design	Water	Franklin East #1 (4.75 MGD)	Franklin East #1 (4.75MGD) (IF)	W030021-01					100,000	220,000
W030021	W030021 Franklin East #1 (4.75MGD) (IF)	Construction	Water	Franklin East #1 (4.75 MGD)	Franklin East #1 (4.75MGD) (IF)	W030021-01						605,000
W030022	W030022 Loma Real Pump Station (5MGD) Ph 2	Design	Water	Loma Real Pump Station (5MGD) Ph 2 (IF)	Loma Real Pump Station (5MGD) Ph 2	W030022-01	300,000	200,000				
W030022	W030022 Loma Real Pump Station (5MGD) Ph 2	CM Services	Water	Loma Real Pump Station (5MGD) Ph 2 (IF)	Loma Real Pump Station (5MGD) Ph 2	W030022-01		>>>	>>>	50,000	400,000	50,000
W030022	W030022 Loma Real Pump Station (5MGD) Ph 2	Construction	Water	Loma Real Pump Station (5MGD) Ph 2 (IF)	Loma Real Pump Station (5MGD) Ph 2	W030022-01		>>>	>>>	500,000	2,500,000	2,000,000
W030023	W030023 GLO Edgemere Pressure Zone Booster Station Upg	Design	Water	GLO Edgemere Pressure Zone Booster Station Upgrade	GLO Edgemere Pressure Zone Booster Station Upgrade	W030023-01			>>>	>>>	>>>	220,000
W030023	W030023 GLO Edgemere Pressure Zone Booster Station Upg	CM Services	Water	GLO Edgemere Pressure Zone Booster Station Upgrade	GLO Edgemere Pressure Zone Booster Station Upgrade	W030023-01				>>>	>>>	>>>
W030023	W030023 GLO Edgemere Pressure Zone Booster Station Upg	Construction	Water	GLO Edgemere Pressure Zone Booster Station Upgrade	GLO Edgemere Pressure Zone Booster Station (Participation)	W030023-01				>>>	>>>	>>>
W030025	W030025 Lindbergh Booster Station Improvements	Design	Water	Lindbergh Booster Station Improvements	Lindbergh Booster Station Improvements	W030025-01	200,000	140,000				
W030025	W030025 Lindbergh Booster Station Improvements	CM Services	Water	Lindbergh Booster Station Improvements	Lindbergh Booster Station Improvements	W030025-01			25,000	350,000	275,000	
W030025	W030025 Lindbergh Booster Station Improvements	Construction	Water	Lindbergh Booster Station Improvements	Lindbergh Booster Station Improvements	W030025-01			500,000	7,000,000	5,500,000	
W040001	W040001 City of El Paso Paving Projects	Construction	Water	City of El Paso Paving Projects	Robinson Street and Drainage Improvements	W040001-01						
W040001	W040001 City of El Paso Paving Projects	Construction	Water	City of El Paso Paving Projects	Alicia Dr Street Improvements	W040001-02						
W040001	W040001 City of El Paso Paving Projects	Construction	Water	City of El Paso Paving Projects	Flower/Val Verde St Drain Imp	W040001-03						
W040001	W040001 City of El Paso Paving Projects	Construction	Water	City of El Paso Paving Projects	Princeton, Tulane, Valley View	W040001-04						
W040001	W040001 City of El Paso Paving Projects	Construction	Water	City of El Paso Paving Projects	Toni Mary Jeanne	W040001-05						
W040001	W040001 City of El Paso Paving Projects	Construction	Water	City of El Paso Paving Projects	Encino Street and Drainage Improvements	W040001-06						
W040001	W040001 City of El Paso Paving Projects	Construction	Water	City of El Paso Paving Projects	DeVargas (Spring 2019)	W040001-07						
W040001	W040001 City of El Paso Paving Projects	Construction	Water	City of El Paso Paving Projects	Cortez Street and Drainage Improvements	W040001-08						
W040001	W040001 City of El Paso Paving Projects	Design	Water	City of El Paso Paving Projects	Railroad from Loop 375 to Deer- Design	W040001-09						
W040001	W040001 City of El Paso Paving Projects	Construction	Water	City of El Paso Paving Projects	James Street	W040001-10						
W040001	W040001 City of El Paso Paving Projects	Construction	Water	City of El Paso Paving Projects	Encino Street and Drainage Improvements Phase II	W040001-11						
W040001	W040001 City of El Paso Paving Projects	Construction	Water	City of El Paso Paving Projects	Elena/Feliz Construction	W040001-12	200,000					
W040001	W040001 City of El Paso Paving Projects	Construction	Water	City of El Paso Paving Projects	Glenwood	W040001-13						
W040001	W040001 City of El Paso Paving Projects	Construction	Water	City of El Paso Paving Projects	Terramar	W040001-14						
W040001	W040001 City of El Paso Paving Projects	Construction	Water	City of El Paso Paving Projects	Mimosa Ave S-D WL Imp	W040001-15		400,000				

CIP	CIP + Program	Phase / Activity	Business Unit	Program Name	Project Name	ProjectNo.	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
W040028	W040028 Mountain Park #1 PS to #2 Waterline	CM Services	Water	Mountain Park #1 PS to #2 water line	Mountain Park #1 PS to #2 Waterline	W040028-01	100,000	1,900,000				
W040028	W040028 Mountain Park #1 PS to #2 Waterline	Construction	Water	Mountain Park #1 PS to #2 water line	Mountain Park #1 PS to #2 Waterline	W040028-01	1,000,000	1,900,000				
W040030	W040030 Montana Avenue Waterline Replacement (Dallas to	Design	Water	Montana Avenue Waterline Replacement (Dallas to Cotton)	Montana Avenue Waterline Replacement Phase 1	W040030-01						
W040030	W040030 Montana Avenue Waterline Replacement (Dallas to	CM Services	Water	Montana Avenue Waterline Replacement (Dallas to Cotton)	Montana Avenue Waterline Replacement Phase 1	W040030-01			150,000	70,000	50,000	
W040030	W040030 Montana Avenue Waterline Replacement (Dallas to	Construction	Water	Montana Avenue Waterline Replacement (Dallas to Cotton)	Montana Avenue Waterline Replacement Phase 1	W040030-01			>>>	700,000	500,000	
W040032	W040032 Multi-Purpose Cultural and Performing Arts Center	Construction	Water	Multi-Purpose Cultural and Performing Arts Center	Multi-Purpose Cultural and Performing Arts Center	W040032-01			>>>	400,000		
W040033	W040033 Westwind/IH-10/Resler 24" Water Main	Design	Water	Westwind/IH-10/Resler 24" water main	Westwind/IH-10/Resler 24" Water Main	W040033-01	240,000	50,000				
W040033	W040033 Westwind/IH-10/Resler 24" Water Main	CM Services	Water	Westwind/IH-10/Resler 24" water main	Westwind/IH-10/Resler 24" Water Main	W040033-01		>>>	45,000	160,000	45,000	
W040033	W040033 Westwind/IH-10/Resler 24" Water Main	Construction	Water	Westwind/IH-10/Resler 24" water main	Westwind/IH-10/Resler 24" Water Main	W040033-01		>>>	400,000	2,000,000	500,000	
W040035	W040035 CCC1 PZ Improvements - Conveyance	Design	Water	CCC1 PZ Improvements - Conveyance	IH10 Parallel 16"/24" Water Mains (L375 to Westway/Vinton) (CMAR)	W040035-01	300,000	50,000				
W040035	W040035 CCC1 PZ Improvements - Conveyance	CM Services	Water	CCC1 PZ Improvements - Conveyance	IH10 Parallel 16"/24" Water Mains (L375 to Westway/Vinton) (CMAR)	W040035-01		1,000	100,000	200,000	50,000	
W040035	W040035 CCC1 PZ Improvements - Conveyance	Construction	Water	CCC1 PZ Improvements - Conveyance	IH10 Parallel 16"/24" Water Mains (L375 to Westway/Vinton) (CMAR)	W040035-01		1,000	2,000,000	4,000,000	1,000,000	
W040035	W040035 CCC1 PZ Improvements - Conveyance	Design	Water	CCC1 PZ Improvements - Conveyance	Redd Road 42" Transmission Main Ext. (Belvidere)	W040035-02	400,000	185,000				
W040035	W040035 CCC1 PZ Improvements - Conveyance	CM Services	Water	CCC1 PZ Improvements - Conveyance	Redd Road 42" Transmission Main Ext. (Belvidere)	W040035-02		>>>	1,000	100,000	500,000	200,000
W040035	W040035 CCC1 PZ Improvements - Conveyance	Construction	Water	CCC1 PZ Improvements - Conveyance	Redd Road 42" Transmission Main Ext. (Belvidere)	W040035-02		>>>	1,000	1,250,000	3,000,000	2,000,000
W040035	W040035 CCC1 PZ Improvements - Conveyance	Design	Water	CCC1 PZ Improvements - Conveyance	Redd Road 42" Transmission Main Ext. (Imperial Ridge - Westwind)	W040035-01	183,000					
W040035	W040035 CCC1 PZ Improvements - Conveyance	CM Services	Water	CCC1 PZ Improvements - Conveyance	Redd Road 42" Transmission Main Ext. (Imperial Ridge - Westwind)	W040035-01	>>>	50,000	200,000	50,000		
W040035	W040035 CCC1 PZ Improvements - Conveyance	Construction	Water	CCC1 PZ Improvements - Conveyance	Redd Road 42" Transmission Main Ext. (Imperial Ridge - Westwind)	W040035-01	>>>	200,000	2,000,000	300,000		
W040035	W040035 CCC1 PZ Improvements - Conveyance	Design	Water	CCC1 PZ Improvements - Conveyance	Redd Road 42" Transmission Main Ext. (Resler - Westwind)	W040035-02		600,000				
W040035	W040035 CCC1 PZ Improvements - Conveyance	CM Services	Water	CCC1 PZ Improvements - Conveyance	Redd Road 42" Transmission Main Ext. (Resler - Westwind)	W040035-02			1,000	50,000	108,000	108,000
W040035	W040035 CCC1 PZ Improvements - Conveyance	Construction	Water	CCC1 PZ Improvements - Conveyance	Redd Road 42" Transmission Main Ext. (Resler - Westwind)	W040035-02			1,000	1,000,000	2,150,000	2,150,000
W040038	W040038 Dyer Pipeline Trenchless Replacement - Phase 2	Construction	Water	Dyer Pipeline Trenchless Replacement - Phase 2	Dyer Pipeline Trenchless Replacement - Phase 2	W040038-01	600,000	2,000,000	600,000			
W040039	W040039 Fred Miller 36" to 54" to IH-10 (SHD B 4061)	Design	Water	Fred Miller 36" to 54" to IH-10 (SHD B 4061)	Fred Miller 36" to 54" to IH-10 (SHD B 4061)	W040039-01	518,000	500,000				
W040039	W040039 Fred Miller 36" to 54" to IH-10 (SHD B 4061)	CM Services	Water	Fred Miller 36" to 54" to IH-10 (SHD B 4061)	Fred Miller 36" to 54" to IH-10 (SHD B 4061)	W040039-01		>>>	90,000	200,000	100,000	
W040039	W040039 Fred Miller 36" to 54" to IH-10 (SHD B 4061)	Construction	Water	Fred Miller 36" to 54" to IH-10 (SHD B 4061)	Fred Miller 36" to 54" to IH-10 (SHD B 4061)	W040039-01		>>>	400,000	2,000,000	1,500,000	
W040040	W040040 Northwest Master Plan Area Water Main Extensions	Design	Water	Northwest Master Plan Area Water Main Extensions (IF)	Transmountain #1 48" Water Transm Line (IF) (CMAR)	W040040-01	100,000	400,000				
W040040	W040040 Northwest Master Plan Area Water Main Extensions	Construction	Water	Northwest Master Plan Area Water Main Extensions (IF)	Transmountain #1 48" Water Transm Line (IF) (CMAR)	W040040-01		>>>	>>>	1,000	1,200,000	4,800,000
W040040	W040040 Northwest Master Plan Area Water Main Extensions	Design	Water	Northwest Master Plan Area Water Main Extensions (IF)	TransMtn #2 Water Transm Line (36") (IF) (CMAR)	W040040-02	100,000	400,000				
W040040	W040040 Northwest Master Plan Area Water Main Extensions	Construction	Water	Northwest Master Plan Area Water Main Extensions (IF)	TransMtn #2 Water Transm Line (36") (IF) (CMAR)	W040040-02		>>>	>>>	1,000	1,200,000	4,800,000
W040041	W040041 Northeast Master Plan Area Water Main Extensions	Planning	Water	Northeast Master Plan Area Water Main Extensions	Northeast Master Plan Area Water Main Extensions (IF)	W040041-01				500,000	1,500,000	1,000,000
W040041	W040041 Northeast Master Plan Area Water Main Extensions	Design	Water	Northeast Master Plan Area Water Main Extensions (IF)	Dyer/RR Water Transm Line Phase 1 (16" from Dyer to Vista del Norte Dev	W040041-02	30,000					
W040041	W040041 Northeast Master Plan Area Water Main Extensions	CM Services	Water	Northeast Master Plan Area Water Main Extensions (IF)	Dyer/RR Water Transm Line Phase 1 (16" from Dyer to Vista del Norte Dev	W040041-02	100,000					
W040041	W040041 Northeast Master Plan Area Water Main Extensions	Construction	Water	Northeast Master Plan Area Water Main Extensions (IF)	Dyer/RR Water Transm Line Phase 1 (16" from Dyer to Vista del Norte Dev	W040041-02	1,017,305	900,000				
W040041	W040041 Northeast Master Plan Area Water Main Extensions	Design	Water	Northeast Master Plan Area Water Main Extensions (IF)	Dyer/RR Water Transm Line Phase 2 (16" from Vista del Norte to Stan Rob	W040041-03	162,511					
W040041	W040041 Northeast Master Plan Area Water Main Extensions	CM Services	Water	Northeast Master Plan Area Water Main Extensions (IF)	Dyer/RR Water Transm Line Phase 2 (16" from Vista del Norte to Stan Rob	W040041-03	50,000	100,000				
W040041	W040041 Northeast Master Plan Area Water Main Extensions	Construction	Water	Northeast Master Plan Area Water Main Extensions (IF)	Dyer/RR Water Transm Line Phase 2 (16" from Vista del Norte to Stan Rob	W040041-03	150,000	1,000,000				
W040042	W040042 Portland 24" Cast Iron Waterline Replacement Phas	Design	Water	Portland 24" Cast Iron Waterline Replacement Phase 2	Portland 24" Cast Iron Waterline Replacement Phase 2	W040042-01		50,000				
W040042	W040042 Portland 24" Cast Iron Waterline Replacement Phas	CM Services	Water	Portland 24" Cast Iron Waterline Replacement Phase 2	Portland 24" Cast Iron Waterline Replacement Phase 2	W040042-01		80,000	95,000			
W040042	W040042 Portland 24" Cast Iron Waterline Replacement Phas	Construction	Water	Portland 24" Cast Iron Waterline Replacement Phase 2	Portland 24" Cast Iron Waterline Replacement Phase 2	W040042-01		1,000,000	1,150,000			
W040044	W040044 Zaragosa 36" Transmission Line to Zaragosa C Tan	Design	Water	Zaragosa 36" Transmission Line to Zaragosa C Tank	Zaragosa 36" Transm Line to Zaragosa C Tank	W040044-01		50,000	100,000			
W040044	W040044 Zaragosa 36" Transmission Line to Zaragosa C Tan	CM Services	Water	Zaragosa 36" Transmission Line to Zaragosa C Tank	Zaragosa 36" Transm Line to Zaragosa C Tank	W040044-01		>>>	>>>	>>>	90,000	150,000
W040044	W040044 Zaragosa 36" Transmission Line to Zaragosa C Tan	Construction	Water	Zaragosa 36" Transmission Line to Zaragosa C Tank	Zaragosa 36" Transm Line to Zaragosa C Tank	W040044-01		>>>	>>>	>>>	900,000	1,500,000
W040045	W040045 Franklin East 24" Waterline Extension	Design	Water	Franklin East 24" Waterline Extension (IF)	Franklin East 1 Transm Line Ph 2 (Vista del Norte Dev. to Stan Roberts St.)	W040045-01	95,000					
W040045	W040045 Franklin East 24" Waterline Extension	CICMS	Water	Franklin East 24" Waterline Extension (IF)	Franklin East 1 Transm Line Ph 2 (Vista del Norte Dev. to Stan Roberts St.)	W040045-01	176,000	1,232,000	352,000			

CIP	CIP + Program	Phase / Activity	Business Unit	Program Name	Project Name	ProjectNo.	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
W040078	W040078 Buffalo Soldier Water Main	Construction	Water	Buffalo Soldier Water Main	Buffalo Soldier Water Main	W040078-01			200,000	800,000	200,000	
W040079	W040079 Artcraft 3 BS to Cactus Hill Tank	Purchase	Water	CCC3 PZ Improvements	Artcraft 3 BS to Cactus Hill Tank	W040079-01			>>>	300,000	300,000	
W040079	W040079 Artcraft 3 BS to Cactus Hill Tank	CM Services	Water	CCC3 PZ Improvements	Artcraft 3 BS to Cactus Hill Tank	W040079-01				>>>	>>>	>>>
W040079	W040079 Artcraft 3 BS to Cactus Hill Tank	Construction	Water	CCC3 PZ Improvements	Artcraft 3 BS to Cactus Hill Tank	W040079-01				>>>	>>>	>>>
W040080	W040080 Water Main Phase 1 - 16"	Design	Water	CCC3 PZ Improvements	16" Water Main From Belvidere and Via Descanso	W040080-01		119,000	51,000			
W040080	W040080 Water Main Phase 1 - 16"	CM Services	Water	CCC3 PZ Improvements	16" Water Main From Belvidere and Via Descanso	W040080-01			>>>	10,000	30,000	28,000
W040080	W040080 Water Main Phase 1 - 16"	Construction	Water	CCC3 PZ Improvements	16" Water Main From Belvidere and Via Descanso	W040080-01			>>>	200,000	600,000	550,000
W040081	W040081 Water Main Phase 2 - 16"	Design	Water	CCC3 PZ Improvements	16" Water Main From Pinehurts/Thunderbird/Broadmore	W040081-01			210,000	90,000		
W040081	W040081 Water Main Phase 2 - 16"	CM Services	Water	CCC3 PZ Improvements	16" Water Main From Pinehurts/Thunderbird/Broadmore	W040081-01				>>>	10,000	60,000
W040081	W040081 Water Main Phase 2 - 16"	Construction	Water	CCC3 PZ Improvements	16" Water Main From Pinehurts/Thunderbird/Broadmore	W040081-01				>>>	200,000	1,200,000
W040082	W040082 Montana East Supply lines	Design	Water	David Water Main Extension	Montana East Supply lines - David Line	W040082-01		350,000				
W040082	W040082 Montana East Supply lines	CM Services	Water	David Water Main Extension	Montana East Supply lines - David Line	W040082-01			10,000	90,000	60,000	
W040082	W040082 Montana East Supply lines	Construction	Water	David Water Main Extension	Montana East Supply lines - David Line	W040082-01			200,000	1,800,000	1,200,000	
W040083	W040083 Northeast Master Planned Area - Water Mains	Design	Water	Northeast Master Planned Area - Water Mains	Loma Real to FE1B Water Main	W040083-01		400,000				
W040083	W040083 Northeast Master Planned Area - Water Mains	CM Services	Water	Northeast Master Planned Area - Water Mains	Loma Real to FE1B Water Main	W040083-01			>>>	10,000	100,000	90,000
W040083	W040083 Northeast Master Planned Area - Water Mains	Construction	Water	Northeast Master Planned Area - Water Mains	Loma Real to FE1B Water Main	W040083-01			>>>	200,000	2,000,000	1,800,000
W040084	W040084 Eastside Planned Service Area (IF)	Design	Water	Montwood Drive Extension (IF)	Montwood Drive Water Line Extension -Tierra Este to Rich Beem (IF)	W040084-01		325,000				
W040084	W040084 Eastside Planned Service Area (IF)	CM Services	Water	Montwood Drive Extension (IF)	Montwood Drive Water Line Extension -Tierra Este to Rich Beem (IF)	W040084-01			10,000	50,000	40,000	
W040084	W040084 Eastside Planned Service Area (IF)	Construction	Water	Montwood Drive Extension (IF)	Montwood Drive Water Line Extension -Tierra Este to Rich Beem (IF)	W040084-01			200,000	1,000,000	800,000	
W040085	W040085 Ponderosa Water/Western Village	Design	Water	Ponderosa Water/Western Village	Ponderosa Water/Western Village	W040085-01	20,000					
W040085	W040085 Ponderosa Water/Western Village	CM Services	Water	Ponderosa Water/Western Village	Ponderosa Water/Western Village	W040085-01		35,000				
W040085	W040085 Ponderosa Water/Western Village	Construction	Water	Ponderosa Water/Western Village	Ponderosa Water/Western Village	W040085-01		300,000				
W040087	W040087 Northwest Master Planned Area - Water Main	Design	Water	Northwest Master Planned Area - Water Main	Northwest Master Planned Area - Water Main	W040087-01	115,000	115,000				
W040087	W040087 Northwest Master Planned Area - Water Main	CM Services	Water	Northwest Master Planned Area - Water Main	Northwest Master Planned Area - Water Main	W040087-01		69,000	161,000			
W040087	W040087 Northwest Master Planned Area - Water Main	Construction	Water	Northwest Master Planned Area - Water Main	Northwest Master Planned Area - Water Main	W040087-01		540,000	1,260,000			
W040088	W040088 Yandell 24-inch Water Main Replacement	Design	Water	Yandell 24-inch Water Main Replacement	Yandell 24-inch Water Main Replacement	W040088-01	175,000	175,000				
W040088	W040088 Yandell 24-inch Water Main Replacement	CM Services	Water	Yandell 24-inch Water Main Replacement	Yandell 24-inch Water Main Replacement	W040088-01		>>>	58,000	200,000	32,000	
W040088	W040088 Yandell 24-inch Water Main Replacement	Construction	Water	Yandell 24-inch Water Main Replacement	Yandell 24-inch Water Main Replacement	W040088-01		>>>	580,000	2,000,000	300,000	
W040090	W040090 Vinton 2 to BS Vinton 3 Tank (SIS Analysis)	Purchase	Water	CCC2 PZ Improvements	Vinton 2 to BS Vinton 3 Tank (SIS Analysis)	W040090-01						260,000
W040090	W040090 Vinton 2 to BS Vinton 3 Tank (SIS Analysis)	Construction	Water	CCC2 PZ Improvements	Vinton 2 to BS Vinton 3 Tank (SIS Analysis)	W040090-01						
W040090	W040090 Vinton 2 to BS Vinton 3 Tank (SIS Analysis)	CM Services	Water	CCC2 PZ Improvements	Vinton 2 to BS Vinton 3 Tank (SIS Analysis)	W040090-01						
W040092	W040092 Transmountain BS to Transmountain 3 Tank (SIS A	Purchase	Water	Transmountain BS to Transmountain 3 tank (SIS Analysis)	Transmountain BS to Transmountain 3 tank (SIS Analysis)	W040092-01				200,000		
W040092	W040092 Transmountain BS to Transmountain 3 Tank (SIS A	Construction	Water	Transmountain BS to Transmountain 3 tank (SIS Analysis)	Transmountain BS to Transmountain 3 tank (SIS Analysis)	W040092-01					>>>	1,800,000
W040092	W040092 Transmountain BS to Transmountain 3 Tank (SIS A	CM Services	Water	Transmountain BS to Transmountain 3 tank (SIS Analysis)	Transmountain BS to Transmountain 3 tank (SIS Analysis)	W040092-01					>>>	200,000
W040093	W040093 Transmountain 2 to Vinton 2 Tank (SIS Analysis)	Purchase	Water	Transmountain 2 to Vinton 2 tank (SIS Analysis)	Transmountain 2 to Vinton 2 tank (SIS Analysis)	W040093-01				400,000		
W040093	W040093 Transmountain 2 to Vinton 2 Tank (SIS Analysis)	Construction	Water	Transmountain 2 to Vinton 2 tank (SIS Analysis)	Transmountain 2 to Vinton 2 tank (SIS Analysis)	W040093-01					300,000	2,200,000
W040093	W040093 Transmountain 2 to Vinton 2 Tank (SIS Analysis)	CM Services	Water	Transmountain 2 to Vinton 2 tank (SIS Analysis)	Transmountain 2 to Vinton 2 tank (SIS Analysis)	W040093-01					50,000	250,000
W040094	W040094 County Water System- Tierra De Oro	CM Services	Water	NW County Water System - Tierra De Oro	County Water System - Tierra De Oro	W040094-01			500,000	100,000	98,000	
W040094	W040094 County Water System- Tierra De Oro	Construction	Water	NW County Water System - Tierra De Oro	County Water System - Tierra De Oro	W040094-01			500,000	1,000,000	980,000	
							#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
							#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
							#REF!	125,511,000	128,893,500	160,495,000	151,346,500	133,925,000

First American Title Guaranty Company	Commitment for Title Insurance (T-7) ISSUED BY **First American Title Guaranty Company**
Commitment	

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN **SCHEDULE A** AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We **FIRST AMERICAN TITLE GUARANTY COMPANY** will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

First American Title Guaranty Company

FIRST AMERICAN TITLE GUARANTY COMPANY * TEXAS

Christopher M. Leavell
President

Jeffrey S. Robinson
Secretary

By: _____
Authorized Countersignature

This jacket was created electronically and constitutes an original document

(This Commitment is valid only when Schedules A, B, C, and D are attached)

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title. The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.	El seguro de título le asegura en relación a perdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad. El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y enterderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

- **MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-888-632-1642 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

First American
Title Guaranty Company

Important Notice

ISSUED BY

First American Title Guaranty Company

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call First American Title Guaranty Company's toll-free telephone number for information or to make a complaint at:

1-888-632-1642

You may also write to First American Title Guaranty Company at:

1 First American Way
Santa Ana, California 92707

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact First American Title Guaranty Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de First American Title Guaranty Company's para informacion o para someter una queja al:

1-888-632-1642

Usted tambien puede escribir a First American Title Guaranty Company:

1 First American Way
Santa Ana, California 92707

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el First American Title Guaranty Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

FIRST AMERICAN TITLE GUARANTY COMPANY

SCHEDULE A

Effective Date: **October 23, 2019, 5:00 pm** GF No. **19000143-7**

Commitment No. _____, issued **November 11, 2019,**

1. The policy or policies to be issued are:

   a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
   (Not applicable for improved one-to-four family residential real estate)
   Policy Amount:
   PROPOSED INSURED:

   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
   ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
   Policy Amount:
   PROPOSED INSURED:

   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
   Policy Amount:
   PROPOSED INSURED:
   Proposed Borrower:

   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE
   (Form T-2R)
   Policy Amount:
   PROPOSED INSURED:
   Proposed Borrower:

   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN
   (Form T-13)
   Binder Amount:
   PROPOSED INSURED:
   Proposed Borrower:

   f. OTHER
   Policy Amount:
   PROPOSED INSURED:

2. The interest in the land covered by this Commitment is: **Fee Simple**

3. Record title to the land on the Effective Date appears to be vested in:
   THE CITY OF EL PASO, A MUNICIPAL CORPORATION

4. Legal description of land:
   Tract 2, LAURA E. MUNDY SURVEY NO. 234, in El Paso County, Texas according to the resurvey of said LAURA E. MUNDY SURVEY NO. 234 made by El Paso County, Texas for tax purposes, and being more particularly described by metes and bounds TO COME.

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. ~~The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):~~

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)

4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,

   a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
   b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
   c. to filled-in lands, or artificial islands, or
   d. to statutory water rights, including riparian rights, or
   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

   (Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year **2020**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year _____ and subsequent years.")

6. The terms and conditions of the documents creating your interest in the land.

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

    a. **All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.**

    b. **Rights of parties in possession. (Owners Title Policy)**

    c. **Any and all claims of right, title and interest to the land, including but not limited to any right of possession or claim for damages relating to the land which has been asserted or may be asserted, of record or not, by or on behalf of any Indian or Indian Tribe, including but not limited to the Tigua Indian Tribe of El Paso, Texas, also known as Pueblo De La Ysleta del Sur, also known as the Ysleta del Sur Pueblo Indian Tribe, also known as the Tigua Indian Community, including by not limited to claims appearing in Affidavit of Julian Granillo, filed for record April 16, 1993, recorded in Volume 2553, Page 1958, Real Property Records of El Paso County, Texas.**

       Company insures the Insured against loss, if any, sustained by the insured under the terms of this Policy by reason of the enforcement of said rights as to the land. Company agrees to provide defense to the Insured in accordance with the terms of this Policy if suit is brought against the Insured to enforce said rights as to the land.

d. OWNER POLICY:

Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of El Paso County, Texas, prior to the date hereof.

Liability hereunder at the date hereof is limited to $_____. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the Insured as improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.
(OWNER POLICY ONLY)
(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS.)

e. LOAN POLICY

Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this Policy if such liens have been filed with the County Clerk of El Paso County, Texas, prior to the date hereof.

Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without knowledge of any defects in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.
(LOAN POLICY ONLY)
(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS AND LOAN PROCEEDS ARE FULLY DISBURSED).

f. **Any encroachment, encumbrance, violation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.**

(NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY.

g. **Visible and apparent easements for roads and public utilities existing on the ground.**

h. **Any visible and apparent right of way for roads, drainage, and/or irrigation ditches.**

i. **All minerals reserved to the State of Texas in Patent in Volume 1272, Page 557, Real Property Record, El Paso County, Texas.**

j. **Easement to EL PASO ELECTRIC COMPANY in Volume 1990, Page 82; Clerk's File No. 20060107712 and Clerk's File No. 20090001481, Real Property Records, El Paso County, Texas.**

k. **NOTE: The company is prohibited from insuring the area or quantity of the land described herein. Any statement in the legal description contained in Schedule "A" as to the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informal identification purposes and does not override Item 2 of Schedule "B" hereof.**

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.

2. Satisfactory evidence must be provided that:

   a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,

   b. all standby fees, taxes, assessments and charges against the property have been paid,

   c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,

   d. there is legal right of access to and from the land,

   e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

3. You must pay the seller or borrower the agreed amount for your property or interest.

4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

5. **NOTE: Company requires metes and bounds prior to closing.**

6. **NOTE: The title insurance policy being issued to you contains an arbitration provision. It allows you or the Company to require arbitration if the amount of insurance is $2,000,000.00 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision BEFORE the policy is issued. If you are the purchaser in the transaction and elect deletion of the arbitration provision, a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the arbitration provision, please inform us through your Loan Closing Instructions. (Not applicable to the Texas Residential Owner Policy)**

7. **NOTE: Please be advised if a partnership, joint venture, trust, or a corporation is involved in this transaction, either as a seller, purchaser or borrower, we will require for our review prior to closing, copies of the partnership agreement, joint venture agreement, trust agreement, or corporate resolution authorizing the transaction, and evidence that the corporation is in good standing to authorize the insured transaction.**

8. **We must be in receipt of a tax certificate indicating all taxes paid through the year preceding the current year as shown on Schedule B, prior to closing.**

9. **NOTE: The Texas Secretary indicates that a Texas Notary Public must use an identification card issued by a governmental agency or a passport issued by the United States to identify the signer. Parties to the transaction must be prepared to furnish acceptable picture identification at closing.**

10. **Funds deposited by parties to the transaction must comply with Texas Department of Insurance Procedural Rule P-27. To avoid delays in disbursement, Company recommends that deposits in excess of $100,000 be made by wire transfer. Contact your closing team for wiring instructions.**

11. **NOTE: Copies of the title exceptions shown on Schedule B of this commitment are available for view or print on the El Paso County, Texas website at www.epcounty.com under Official Public Records.**

Countersigned
WestStar Title, LLC

By _____

COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. **19000143-7** Effective Date: **October 23, 2019, 5:00 pm**

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment

Underwriter: First American Title Guaranty Company, A Texas Corporation

Shareholder owning or controlling, directly or indirectly, ten percent or more of the shares of the Underwriter:

First American Title Guaranty Company is a wholly owned subsidiary of First American Financial Corporation, a public Company formed in Delaware.

DIRECTORS:
Dennis J. Gilmore, Christopher M. Leavell, Jeffrey S. Robinson, Mark E. Seaton

OFFICERS:
President: Christopher M. Leavell; Senior Vice President, Secretary: Jeffrey S. Robinson; and Vice President, Treasurer: Hugh Matthew McCreadie

2. The following disclosures are made by WestStar Title, LLC pursuant to Rule P-21.

a. The names of each shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows:

Owners: WestStar Bank (Texas Banking Association)

b. Each shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows:

WestStar Bank Holding Company, Inc.

c. The following persons are officers and directors of the Title Insurance Agent:

WestStar Title, LLC

Officers: Travis Joel Smith, Vice President / Commercial Escrow Manager

Rodolfo Telles, Sr., Vice President, Title Examination Manager & Sr. Commercial Title Officer, On-Site Manager

Rachel Samaniego Valles, Vice President / Branch Manager

Gilberto Carreon, Vice President / Escrow Administration & Escrow Accounting

Jack Chapman, Secretary

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

   You are further advised that the estimated title premium* is:

Owner's Policy	**$0.00**
Loan Policy	**$0.00**
Endorsement Charges	**$0.00**
Other	**$0.00**
Total	**$0.00**

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company: 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount	To Whom	For Services

" *The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

> "Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

_____ _____

SIGNATURE DATE



First American
Title Guaranty Company

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.
In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.
There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.
FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.
Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.
Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.
Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.
Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.
Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

PRIVACY POLICY NOTICE

We Are Committed to Safeguarding Customer Information
Financial Institutions choose how they share your personal information. Federal and state laws give consumers the right to limit some but not all sharing. Title V of the Gramm-Leach-Bliley Act (GLBA) governs the treatment of nonpublic personal information about consumers by financial institutions. GLBA generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed.

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. WestStar Title values you as a customer and respects your right to privacy. We recognize the importance of protecting the confidentiality and security of the information we collect about individuals. We understand that you may be concerned about what we will do with such information. The following is WestStar Title's privacy policy regarding information we collect. This privacy policy governs the use and handling of your personal information. It provides an explanation of the types of information we collect, the means used to collect such information, an explanation of how we share the information collected, and an explanation of how we protect such information. Please read this notice carefully to understand what we do.

Applicability
This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information We Collect
In the course of our business we may collect personal information about you. The types of information we collect and share depend on which of our services you are utilizing. This information can include:

- Information we receive from you whether in writing, in person, by telephone or any other means. This can include application information (such as assets and income) and identifying information (such as name, address, and social security number);
- Information about your transaction with us our affiliated companies, or others; this can include information about balances, payment history, and parties to the transaction) and
- Information we receive from a consumer reporting agency, this can include information about your creditworthiness.

Use of Information We Collect
We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. We will not release your information to nonaffiliated parties except:

- as necessary for us to provide the product or service you have requested of us, such as to process account transactions, maintain accounts, respond to court orders and legal investigations; or
- as permitted by law.

We may store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

In the course of our general business practices we may disclose the information we collect (as described above) about you to the following types of institutions for the reasons described below:

- To third party service providers to provide you with services you have requested this can be done by processing your transactions and maintain your account. These companies can include title insurers, property and casualty insurers, and companies involved in real estate services (appraisal companies, home warranty companies, and escrow companies).
- To companies that perform marketing services on our behalf.

Information We May Disclose to Our Affiliates
WestStar Title has the following affiliates: WestStar Bank, WestStar Insurance Agency, Inc., and WestStar Bank Holding Company Inc. We do not share personal information with our affiliates so they can market or make solicitations to you. We may share information about your transactions and experiences – this can include information such as your payment history – with our affiliates for their everyday business purposes, you cannot limit the sharing of this information.

Former Customers
Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security
To protect your personal information from unauthorized access and use, we use security measures and maintain physical, electronic, and procedural safeguards that comply with federal law. We restrict access to personal information about you to those individuals and entities who need to know that information to provide products or services to you. We train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this privacy policy.

Note: The above Privacy Policy applies to individuals who obtain services or products who obtain services or products that are to be used for personal family or household purposes.

RESOLUTION

A RESOLUTION OF THE EL PASO WATER UTILITIES PUBLIC SERVICE BOARD (EPWATER) TO RECOMMEND THE SALE OF APPROXIMATELY 330.26 ACRES (NET 320.26 ACRES) OF LAND, LEGALLY DESCRIBED AS PORTION OF LAURA E. MUNDY SURVEY NO. 234, CITY OF EL PASO AND EL PASO COUNTY, TEXAS, TO HUNT COMMUNITIES HOLDING, LLC, THE HIGHEST RESPONSIVE, RESPONSIBLE BIDDER, AND AUTHORIZING THE PRESIDENT/CEO TO FORWARD THE RECOMMENDATION TO THE CITY AND SIGN ANY AND ALL DOCUMENTS NECESSARY TO COMPLETE THE SALE

WHEREAS, the El Paso Water Utilities Public Service Board holds certain real properties in its land inventory that are owned by the City, but are under the management and control of the El Paso Water Utilities Public Service Board; and,

WHEREAS, the El Paso Water Utilities Public Service Board determined approximately 330.26 acres of land located in Northwest El Paso, north of Trans Mountain and east of I-10, to be inexpedient to the water system and should be sold in accordance with state law,

NOW, THEREFORE, BE IT RESOLVED BY THE EL PASO WATER UTILITIES PUBLIC SERVICE BOARD OF THE CITY OF EL PASO, TEXAS:

Section 1. The recitations as set out in the preamble above are found to be true and correct, and are hereby adopted by the El Paso Water Utilities Public Service Board and made a part of this Resolution for all purposes

Section 2. That the El Paso Water Utilities Public Service Board recommends that the land described below be sold to Hunt Communities Holding, LLC, the highest responsive, responsible bidder for a total bid amount for $11,505,000.00.

Approximately 330.26 acres (320.26 net acres) of land, legally described as a portion of Laura E. Mundy Survey No. 234, City of El Paso and El Paso County, Texas

Section 3. That the El Paso Water Utilities Public Service Board authorize the President/CEO to forward the recommendation to the City and sign any and all documents necessary to complete the sale of the property to Hunt Communities Holding, LLC.

PASSED, ADOPTED and APPROVED at a Regular Meeting of the El Paso Water Utilities Public Service Board of the City of El Paso, Texas, this 12th day of August, 2020, at which meeting a quorum was present and which meeting was held in accordance with the provisions of V.T.C.A. Government Code, Sections 551.001, et. seq.

EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD

Kristina D. Mena

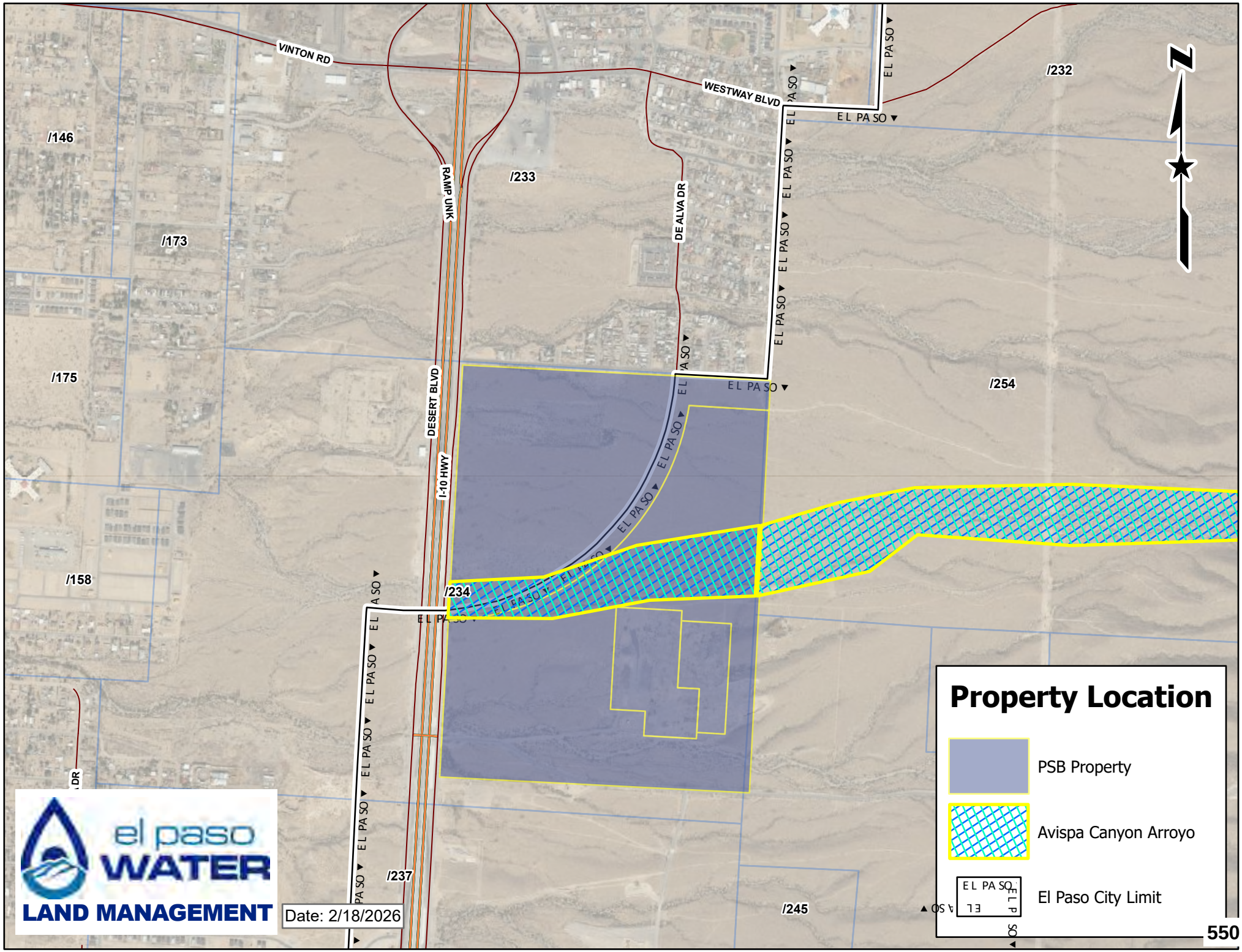
Kristina D. Mena, Chair

ATTEST:

Terri Garcia
Secretary-Treasurer

APPROVED AS TO FORM:

Lee Ann B. Koehler
General Counsel


VINTON RD
WESTWAY BLVD
RAMP UNK
DE ALVA DR
DESERT BLVD
I-10 HWY
EL PASO
/146
/173
/175
/158
/233
/232
/254
/234
/237
/245
Property Location
PSB Property
Avispa Canyon Arroyo
El Paso City Limit
el paso WATER
LAND MANAGEMENT
Date: 2/18/2026
550

File #: 26-0662, **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
Sun Metro Mass Transit, Anthony DeKeyzer, (915) 212-3306
Sun Metro Mass Transit, Karl Rimkus, (915) 212-3317

AGENDA LANGUAGE:

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

An Ordinance terminating the Pinnacle Media, LLC, non-exclusive franchise to place benches at bus stops on City right of way pursuant to the El Paso City Code that was granted by Ordinance 018002; the penalties being as provided in Section 13.20.110 of the El Paso City Code.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Sun Metro

AGENDA DATE: 6/9/26

PUBLIC HEARING DATE: 6/23/26

CONTACT PERSON NAME: Anthony DeKeyzer **PHONE NUMBER:** 915-212-3306

2nd CONTACT PERSON NAME: Karl Rimkus **PHONE NUMBER:** 915-212-3317

DISTRICT(S) AFFECTED: ALL

AGENDA ITEM:

An ordinance terminating the Pinnacle Media, LLC, non-exclusive franchise to place benches at bus stops on City right of way pursuant to the El Paso City Code that was granted by Ordinance 018002; the penalties being as provided in Section 13.20.110 of the El Paso City Code.

ISSUE STATEMENT:

City Council is asked to terminate the bus bench ads franchise granted to Pinnacle Media, LLC on April 20, 2013.

BACKGROUND:

Business began operating franchise under Metro Signs LLC in 2020, without prior approval of City Council, as required by the ordinance that granted the franchise. Additionally, Pinnacle Media, LLC is no longer authorized to conduct business in Texas, per the Texas Secretary of State.

The business has placed 135 benches on rights of way in the City, and if the franchise is terminated, Sun Metro will take over ownership of the benches, as allowed by the ordinance granting the franchise. Additionally, Sun Metro will remove 18 metal benches placed on State rights of way and 54 concrete benches (not allowed by current Bus Bench Franchise Rules).

COUNCIL OPTIONS:

1. Approve the ordinance terminating the franchise; or
2. Take no action, and the business owner will remain in noncompliance of the franchise ordinance.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

Sun Metro Director and staff met with franchise business owner on February 9, 2026 to discuss the termination process and to advise him that he may apply for a new franchise if Council terminates the existing one.

RELATED CITY POLICIES:

Bus Bench Franchise Rules (adopted by Mass Transit Dept. Board April 9, 2013)

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

☐ *Legal counsel reviewed as a part of Council packet*

☑ *Legal counsel reviewed in advance of packet as an individual item*

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

1. Franchise termination ordinance
2. Franchise termination presentation

FOR MORE INFORMATION:

Anthony DeKeyzer 915-212-3306 dekeyzerar@elpasotexas.gov

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

SIGNATURE: Jerry DeMuro Digitally signed by Jerry DeMuro Date: 2026.05.18 15:39:49 -06'00'

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

ORDINANCE NO._____

AN ORDINANCE TERMINATING THE PINNACLE MEDIA, LLC, NON-EXCLUSIVE FRANCHISE TO PLACE BENCHES AT BUS STOPS ON CITY RIGHT OF WAY PURSUANT TO THE EL PASO CITY CODE THAT WAS GRANTED BY ORDINANCE 018002; THE PENALTIES BEING AS PROVIDED IN SECTION 13.20.110 OF THE EL PASO CITY CODE.

WHEREAS, Ordinance No.016794 granted to Pinnacle Media, LLC ("Grantee") a non-exclusive franchise to place benches at bus stops on city right of way (Exhibit "A"); and

WHEREAS, Ordinance No. 016794 was amended in its entirety by Ordinance No. 018002 with an intent to create unform rules and regulations that are applicable to all bus bench franchisees and further granted a non-exclusive franchise to Pinnacle Media, LLC to place benches at bus stops on city rights of way; and

WHEREAS, section IX of Ordinance 018002 states in relevant part that "failure of the Grantee to comply with the terms and conditions of this franchise, the Rules, applicable provisions of the El Paso City Code or any other applicable local, State or Federal law as amended shall constitute adequate grounds for the termination of this franchise for cause after reasonable notice and hearing." and section ; and

WHEREAS, Grantee failed to comply with City Code 13.20.110, the terms of its franchise as provided in Ordinance 018002 and the bus bench franchise rules adopted by the Mass Transit Department Board; and

WHEREAS, Grantee was provided notice detailing the multiple ways it fails to comply with the requirements of the franchise through a letter mailed via certified mail, return receipt requested directed to Grantee's address as required by Ordinance 018002 and which was delivered to such address listed on Ordinance 018002 on January 13, 2026 ("January 13 letter"); and

WHEREAS, Grantee failed to correct the actions and omissions listed in the January 13 letter that rendered Grantee's franchise out of compliance and to this date, Grantee remains out of compliance with its franchise requirements as noted in the January 13 letter; and

WHEREAS, City plans to exercise its rights under Section XIV of the franchise agreement which states "Upon termination of this franchise, the property involved, including all Grantee improvements, shall become the property of the City without further compensation to Grantee" and City communicated such intent to Grantee in the January 13 letter; and

WHEREAS, the City of El Paso now requests for the non-exclusive franchise granted to Pinnacle Media, LLC by Ordinance No. 018002, be terminated.

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

That the non-exclusive franchise granted to Pinnacle Media, LLC by Ordinance 018002 shall be terminated as of the date that this ordinance is approved by City Council.

That once the termination of the franchise granted to Pinnacle Media, LLC becomes effective, the property involved in the franchise, including all Grantee improvements, shall become the property of the City without further compensation to Grantee as allowed by Section XIV of Ordinance 018002.

PASSED AND APPROVED this _____ day of _____, 2026.

THE CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura Prine
City Clerk

APPROVED AS TO FORM:

_____
Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:

Jerry DeMuro Deputy Transit Officer for
_____
Anthony R. Dekeyzer, Director
Mass Transit Department/Sun Metro

CITY OF EL PASO

Termination of Bus Bench Ads Franchise

Pinnacle Media, LLC

Public Hearing June 23, 2026

Background

- The City of El Paso has granted non-exclusive franchises to advertise on bus benches on City rights of way
- Franchisees pay Sun Metro an annual franchise fee of $100 and a $5 monthly fee for each bench placement
- The City has granted the following franchises:
  - El Paso Bench Ads, LLC
  - Pinnacle Media, LLC
  - River Elms, LLC
- Franchises may not be transferred or assigned to another party without prior written consent of the City

Pinnacle Media, LLC

- The City granted a franchise to Pinnacle Media, LLC on April 20, 2013
- The business owner formed Metro Signs LLC in 2020, and has conducted franchise business under this name since that date
- No prior written consent from Council was obtained to assign the franchise to Metro Signs LLC
- Pinnacle Media, LLC's corporate franchise account status is inactive, per Texas Secretary of State, and no longer has the right to conduct business in Texas

Sun Metro Actions

- Sun Metro issued the franchisee a notice of intent to terminate the franchise
- The business owner met with Sun Metro staff on February 9, 2026
- The business owner stated that he was unaware that the franchise needed Council approval to assign to Metro Signs LLC
- The business owner agreed with Sun Metro’s recommendation the franchise be terminated

Following Termination

- If Council terminates the franchise, Sun Metro will take ownership of the franchise's benches, as allowed by the Franchise Agreement, and:
  - Remove any benches on Texas Dept. of Transportation rights of way
  - Remove any benches constructed of concrete and wood that are obsolete and not allowed by current Bus Bench Franchise Rules
  - Retain aluminum benches, for the benefit of Sun Metro customers
  - Remove advertisements from retained benches and replace with Sun Metro logo panels

Requested Council Action

- That the non-exclusive franchise granted to Pinnacle Media, LLC by Ordinance 018002 be terminated , and
- That once the termination of the franchise granted to Pinnacle Media, LLC becomes effective, the property involved in the franchise shall become the property of the City without further compensation to Grantee, as allowed by Section XIV of Ordinance 018002

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, **A**ccountability, **P**eople

File #: 26-0612, **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
Real Estate Division, Mary Lou Espinoza, (915) 212-0825
Real Estate Division, Mandy Contreras, (915) 212-1874

AGENDA LANGUAGE:

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

An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Investor Edge Limited Co., for the purchase price of $840,500.00; Such real property legally described as: a portion of Lots 11 through 17, Block 5, Golden Hill Addition, addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Volume 3, Page 35, Plat Records of El Paso County, Texas.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Real Estate

AGENDA DATE: 5/26/26

PUBLIC HEARING DATE: 6/9/26

CONTACT PERSON NAME: Mary Lou Espinoza **PHONE NUMBER:** 915-212-0825

2nd CONTACT PERSON NAME: Mandy Contreras **PHONE NUMBER:** 915-212-1874

DISTRICT(S) AFFECTED: 8

AGENDA ITEM:

An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Investor Edge Limited Co., for the purchase price of $840,500.00; Such real property legally described as: A PORTION OF LOTS 11 THROUGH 17, BLOCK 5, GOLDEN HILL ADDITION, ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3, PAGE 35, PLAT RECORDS OF EL PASO COUNTY, TEXAS.

ISSUE STATEMENT:

City Council is asked to approve an ordinance that authorizes the City Manager, or designee, to effectuate the sale and closing of real property owned by the City of El Paso to Edge Limited Co.,. Approval will result in $840,500 of revenue for the City.

BACKGROUND:

The City of El Paso desires to sell the real property parcels identified as PID 334869 and PID 413585, consisting of 0.27 acres of land with a building in it, that is proposed to be conveyed to Edge Limited Co. The property was reviewed by City Council in Executive Session in May 2025

The parcel was marketed through a licensed real estate broker in accordance with the Texas Local Government Code, Sections 253.014(b) and (d), which authorizes a home-rule municipality to contract with a broker for sale of municipal property and to sell such property after it has been listed for at least 30 days on a multiple-listing service to a qualified buyer submitting the highest cash offer.

COUNCIL OPTIONS:

1. Approve the sale as presented.
2. Decline approval and direct staff to return with alternative options for property utilization
3. Decline approval and retain property as part of City inventory

COMMITTEE REVIEW AND/OR RECOMMENDATION:

The property was vetted by multiple City departments through the Capital Assets & Real Estate (CARE) Committee. It has been identified as surplus property with no potential use for future City projects.

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

Not Applicable

RELATED CITY POLICIES:

City Real Estate policy; Texas Local Government Code Section 253.014

PRIOR COUNCIL ACTION:

The property was reviewed by City Council in Executive Session in May 2025.

LEGAL REVIEW:

☐ *Legal counsel reviewed as a part of Council packet*

☑ *Legal counsel reviewed in advance of packet as an individual item*

AMOUNT AND SOURCE OF FUNDING:

Not applicable - this is a revenue generating item.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

None - see attached Disclosure of Campaign Contributions and Donations Form.

NAME	AMOUNT ($)

ATTACHMENTS:

A) Ordinance
B) Disclosure of Campaign Contributions and Donations Form
C) Contract of Sale and exhibits

FOR MORE INFORMATION:

Mary Lou Espinoza 915-212-0825 EspinozaM@elpasotexas.gov

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

SIGNATURE: _____

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO INVESTOR EDGE LIMITED CO., FOR THE PURCHASE PRICE OF $840,500.00; SUCH REAL PROPERTY LEGALLY DESCRIBED AS A PORTION OF LOTS 11 THROUGH 17, BLOCK 5, GOLDEN HILL ADDITION, ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3, PAGE 35, PLAT RECORDS OF EL PASO COUNTY, TEXAS.

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

That the City Manager, or designee, is authorized to effectuate the sale and closing of the property legally described as Lots 11 through 17, Block 5, GOLDEN HILL ADDITION, addition to the City of El Paso, El Paso County, Texas, according to the Plat thereof recorded in Volume 3, Page 35, Plat Records of El Paso County, Texas, such property being owned by the City of El Paso, for the purchase price of $840,500.00. Further, the City Manager, or designee, is authorized to: (1) execute a Contract of Sale with Investor Edge Limited Co., (2) sign any and all documents necessary to effectuate the sale and closing of the property, and (3) exercise all rights and obligations as provided in the Contract of Sale; and (4) sign any contract amendments that do not affect the sale price, including but not limited to, time extensions associated with due diligence periods.

ADOPTED this _____ day of _____ 2026.

CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Mary Lou Espinoza
Capital Assets Manager
Real Estate Division

ORDINANCE NO. _____
HQ26-ECON-1154| Tran #27928 | Real Estate
PID #334869– Ordinance
RAB

THE STATE OF TEXAS)
) **CONTRACT OF SALE**
COUNTY OF EL PASO) **PIDs 334869 & 413585**

This Contract of Sale ("**Agreement**") is made this _____ day of _____, 2026 ("**Effective Date**") between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas ("**Seller**") and Investor Edge Limited Co. ("**Buyer**"). For the convenience of the parties, all defined terms appear in **bold face** print when first defined. The parties agree as follows:

SECTION 1. SALE AND PURCHASE AND CONVEYANCE OF THE PROPERTY.

A. Subject to the terms of this Agreement, the Seller will sell to the Buyer and the Buyer will purchase from the Seller the property described as follows and hereinafter referred to as the "**Property**":

Lots 11 through 17, Block 5, GOLDEN HILL ADDITION, addition to the City of El Paso County, Texas, according to the Plat thereof recorded in Volume 3, Page 35, Plat Records of El Paso County, Texas.

SECTION 2. PURCHASE PRICE AND TITLE COMPANY.

A. The Buyer will pay the Seller a total amount of $840,500.00 for the Property ("**Purchase Price**"). The Purchase Price above is to be paid by the Buyer to the Seller through the Title Company selected by the Seller ("**Title Company**") at the Closing of this Agreement.

B. The Buyer will submit a check to the Title Company in the amount of $8,405.00 ("**Deposit**"), within 15 calendar days of the Effective Date. The Title Company will hold the Deposit in an escrow to be applied as provided by this Agreement. If the sale of the Property is in accordance with the provisions in this Agreement, then the Title Company will apply the Deposit to the Purchase Price of the Property at Closing.

C. The Title Company will act as the escrow holder in this transaction. The Seller will deliver signed copies of this Agreement to the Title Company which will serve as instructions for the closing of this transaction.

SECTION 3. SELLER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. To the best of the Seller's knowledge, the Seller warrants to the Buyer that:

1. The Seller has the full right to convey the Property, as such the Buyer's rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;

2. No leasehold rights or interests have been granted and are currently in effect involving

the Property;

3. No work has been performed on the Property or any materials have been provided for work on the Property that could result in a mechanic's or materialman's lien;

4. There are no pending claims of damage to property or injury to person occurring on the Property;

5. The Seller has not received any notices of condemnation regarding the Property; and

6. There are no unpaid utility bills or unfulfilled maintenance contracts regarding the Property.

7. Property Sold "As Is". **THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS", "WHERE IS" TRANSACTION. BUYER ACKNOWLEDGES AND AGREES THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, THE PURCHASE OF THE PROPERTY SHALL BE ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS" BASIS, SUBJECT TO ORDINARY WEAR AND TEAR FROM THE EFFECTIVE DATE UNTIL CLOSING, AND (B) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, SELLER HAS NO OBLIGATION TO REPAIR ANY DAMAGE TO OR DEFECT IN THE PROPERTY, REPLACE ANY OF THE PROPERTY OR OTHERWISE REMEDY ANY MATTER AFFECTING THE CONDITION OF THE PROPERTY. THIS PROVISION SHALL BE DEEMED TO SURVIVE THE CLOSING.**

B. OBLIGATIONS. The Seller will comply with the following obligations:

1. Within 15 business days of the Effective Date, the Seller will deliver the following documents to the Buyer, if such documents exist:

   a. Any "as-built" plans for any improvements on the Property, if any;

   b. Tax bills showing the amount of the current real property tax and the assessed value of the land; and

2. If the Seller has contracted a real estate broker or agent to represent the Seller in the transaction of this Agreement, then the Seller is responsible for the payments of that contract.

C. RIGHTS.

1. The Seller may select the Title Company that will assist with the sale of the Property. The Seller will forward this Agreement to the Title Company to be used at escrow instructions.

SECTION 4. BUYER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. The Buyer warrants that:

1. There will be no unpaid bills or claims in connection with the inspection of the Property;

B. OBLIGATIONS. The Buyer will comply with the following:

1. **AFTER THE CLOSING, THE BUYER WILL BE RESPONSIBLE FOR ALL ENVIRONMENTAL MATTERS THAT ARISE, EVEN IF SUCH ENVIRONMENTAL MATTERS WERE KNOWN BEFORE THE CLOSING. AFTER THE CLOSING, THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM LIABILITY FROM ENVIRONMENTAL PROBLEMS THAT AFFECT THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. THE BUYER INDEMNIFIES, HOLDS HARMLESS AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF THE SELLER'S REPRESENTATIVES. THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON THE SELLER IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.**

2. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that contract.

C. RIGHTS. The Buyer is responsible for all costs associated with exercising the following rights:

1. INSPECTION. The Buyer may inspect the Property within 30 days of the Effective Date of this Agreement ("**Inspection Period**"). The Buyer will be responsible for all

expenses related to the inspection or any other examination of the Property. The Buyer will ensure that its representatives, agents, consultants, or any other persons related to the inspection of the Property, if any, have general liability insurance of at least $500,000.00 and property damage insurance of at least $500,000.00 during the Inspection Period. The Buyer will ensure the insurance policies are with an insurance provider that is licensed in the State of Texas and are acceptable to the Seller. The Seller disclaims any warranties regarding the condition of the Property and/or the suitability of the Property. The Buyer may terminate this Agreement during the Inspection Period in accordance to Section 5(A)(1). The Buyer acknowledges that the Buyer was given an opportunity to inspect the Property, and is relying on information gathered during the inspection and not information provided to the Buyer by the Seller. The Buyer acknowledges that the information the Buyer has obtained about the Property has been from a variety of sources and that the Seller makes no representation as to the accuracy of that information. **THE BUYER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY'S OFFICER'S AND EMPLOYEES FROM ANY THIRD-PARTY CLAIMS RELATED TO ANY INSPECTIONS PERFORMED BY THE BUYER OR THE BUYER'S EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS. SUCH INDEMNIFICATION RESPONSIBILITY ON BUYER INCLUDES THE OBLIGATION TO PAY FOR ALL ATTORNEY'S FEES AND COURT COSTS INCURRED BY THE SELLER.**

2. TITLE INSURANCE Seller will provide Buyer with a current Title Commitment. Buyer shall pay the cost of the Title Commitment at Closing. Buyer acknowledges and agrees that the Closing of this transaction shall occur through the same title company selected by Seller that issued the Title Commitment and Buyer shall not substitute or require the use of a different title company without the prior approval of the Seller.

3. TITLE REVIEW PERIOD. The Buyer may review the commitment for title insurance within 15 calendar days of receiving the commitment for title insurance ("**Title Review Period**") and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer's objections, if any. If the Buyer does not send the Seller a written notice with the Buyer's objections within the Title Review Period, then the parties will proceed with the purchase and sale of the Property in accordance with the provisions of this Agreement. If the Seller receives objections from the Buyer, then the Seller will perform one of the following within 14 calendar days of receiving Buyer's objections:

    a. Notify the Buyer that the Seller will cure the Buyer's objections before the Closing Date. If the Seller elects this option, then the Seller will cure the Buyer's objections before the Closing Date;

    b. Notify the Buyer that the Seller will cure the Buyer's objections, however the Seller and the Buyer must agree to postpone the Closing Date to allow the Seller enough time to cure the Buyer's objections. The Seller or the Buyer may terminate this Agreement in accordance to Section 5(A)(3) if the Buyer refuses

to postpone the Closing Date; or

c. Notify the Buyer that the Seller will not cure the Buyer's objections. At that time, either party may elect to terminate this Agreement in accordance with Section 5(A)(3).

SECTION 5. TERMINATION.

A. This Agreement may be terminated as provided in this Section.

1. TERMINATION DURING INSPECTION PERIOD. The Buyer may terminate this Agreement for any reason at any time only during the Inspection Period by providing written notice to the Seller. The Buyer may afford the Seller a certain time to cure any defects on the Property that are discovered and notified to the Seller during the Inspection Period. The Seller may cure the defects notified by the Buyer or choose to terminate this Agreement if the Seller refuses to cure the defects. If the Buyer affords the Seller the opportunity to cure any defects, then the Seller will notify the Buyer whether it will cure the defects or terminate this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

2. TERMINATION FOR CAUSE. Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following written notice allowing for 15 calendar days opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Deposit made by the Buyer. If the Buyer terminates this Agreement for cause, then the Seller will refund the deposit to the Buyer and such will be the Buyer's sole remedy under this Agreement.

3. TERMINATION DURING TITLE REVIEW PERIOD. If during the Title Review Period, either party decides to terminate this Agreement, the terminating party must send a written termination notice to the nonterminating party within five (5) calendar days from the expiration of the Title Review Period and in accordance with Section 4 (C) (3). If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

4. TERMINATION FOR CASUALTY. If any damages occur to the Property before the Closing Date due to fire or another casualty, then the parties may mutually agree to postpone the Closing Date to allow the Seller time to repair the damages. The Buyer may only terminate this Agreement if the repairs to the Property by the Seller will lead to the Closing Date being postponed. If the Buyer does not want to postpone the Closing Date to allow the Seller to remedy the damages, then the Buyer may terminate this Agreement by sending a termination notice to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

SECTION 6. CLOSING.

A. Provided that the parties have not terminated this Agreement, the parties will meet all the obligations of this Agreement, including finalizing the sale and transfer of the Property ("**Closing**") within 30 calendar days following the expiration of the Inspection Period or such earlier date as may be specified by the Buyer by not less than five calendar days advance written notice to the Seller ("**Closing Date**"). A party's failure to meet all the obligations of this Agreement by or on the Closing Date is a breach of this Agreement.

B. SELLER'S OBLIGATIONS. Before or on the Closing Date the Seller will deliver the following to the Buyer through the Title Company:

1. A fully executed special warranty deed ("**Deed**") conveying title to the Property in a form substantially similar to the form included in this Agreement as **Attachment "A".** The Deed will convey the Property, subject to permitted exceptions and specifically excluding any water rights whatsoever.

2. All keys or other access devices in the possession of the Seller or its agents to the locks located on the Property, if any; and

3. Any other items requested by the Title Company reasonably necessary to finalize the closing of this Agreement.

C. BUYER'S OBLIGATIONS. At the closing of this Agreement the Buyer will deliver the following to the Seller through the Title Company:

1. The Purchase Price minus the Deposit that is being held by the Title Company.

2. All Closing Costs. The Buyer is responsible for paying all fees associated with the closing of this Agreement, including any Title Company escrow fees and any appraisal cost at Closing. The Buyer will be responsible for paying any fees related to recording the Deed.

3. Any other items requested by the Title Company to finalize the closing of this Agreement.

D. TAXES. General real estate taxes, if any, for the then current year relating to the Property will be prorated on midnight before the Closing Date. If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Land and Improvements. Within 30 Business Days after the actual taxes for the year in which the Closing occurs are determined, Seller and Buyer shall adjust the proration of such taxes and Seller and Buyer, as the case may be, shall pay to the other any amount required as a result of such adjustment and this covenant shall not merge with the

Deed delivered hereunder but shall survive the Closing. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller.

E. POSSESSION. Possession of the Property will be transferred to the Buyer from the Seller at the Closing of this Agreement, as such the Buyer acknowledges that the risk of loss transfers along with the possession of the Property.

SECTION 7. GENERAL PROVISIONS.

A. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.

B. INDEPENDENT CONTRACTOR RELATIONSHIP. This Agreement does not create an employee-employer relationship between the Buyer and the Seller. As such, the Seller is not subject to the liabilities or obligations the Buyer obtains under the performance of this Agreement.

C. TIME IS OF THE ESSENCE. The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement **"business days"** means Monday through Friday excluding City of El Paso holidays and **"calendar days"** means Monday through Sunday excluding City of El Paso holidays.

D. NOTICES. The parties will send all notices required by this Agreement in writing both postmarked and delivered by certified mail. All mailed notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

Seller:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890 CityManager1@elpasotexas.gov
Copy:	City Attorney City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890 CityAttorney@elpasotexas.gov
Copy:	City of El Paso Real Estate Division P.O. Box 1890

El Paso, Texas 79950-1890
RealEstate@elpasotexas.gov

To the Buyer:

Investor Edge Limited Co.
7383 Remcon Cir. #12451
El Paso, Tx. 79913
raul@investorsedgellc.com

E. CONFIDENTIALITY. The Buyer acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).

F. GOVERNING LAW. This Agreement is governed by Texas law.

G. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.

H. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.

I. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.

J. GOVERNMENTAL FUNCTIONS. The parties agree that the Seller is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the Seller is entering into this Agreement as a governmental entity performing a governmental function.

K. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.

L. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

M. SUCCESSORS AND ASSIGNS. This Agreement is binding on the Seller and the Buyer, and the Buyer's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.

N. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries for this Agreement.

O. REPRESENTATIONS AND WARRANTIES. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.

P. COUNTERPARTS. The parties may execute this Agreement in counterparts.

Q. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

(Space left intentionally blank)

(Signatures begin on the following pages)

EXECUTED by City the ___ day of _____, 20__.

SELLER:
CITY OF EL PASO, TEXAS

_____
Dionne L. Mack
City Manager

APPROVED AS TO FORM:
BY THE CITY ATTORNEY'S OFFICE

APPROVED AS TO CONTENT:

_____
Mary Lou Espinoza, Capital Assets Manager
Real Estate Division

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 20__, by Dionne L. Mack, as **City Manager** of the **City of El Paso, Texas.**

_____
Notary Public, State of Texas

My commission expires:

_____

EXECUTED by Buyer the 28 day of April, 2026

BUYER:
Investor Edge Limited Co.

By: _____
Raul Florez, CEO/Organizer

THE STATE OF Texas §
§
COUNTY OF El Paso §

This instrument was acknowledged before me on this 28 day of April, 2026 by Investor Edge limited & Organizer of the **Buyer.**
c/o Raul florez

_____
Notary Public, State of Texas

My commission expires:

04-05-2028

ESTEBAN HOLGUIN
Notary Public, State of Texas
Comm. Expires 04-05-2028
Notary ID 134838087

ATTACHMENT "A"
FOR EXHIBIT PURPOSES ONLY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Effective Date: _____, {Year}

Grantor: **City of El Paso, Texas,** a Texas home-rule municipality

Grantor's Mailing Address: City of El Paso
P.O. Box 1890
El Paso, Texas 79950-1890

Grantee: {'General - Entity Legal Name'}

Grantee's Mailing Address: {'General - Entity Address'}

PROPERTY (INCLUDING ANY IMPROVEMENTS):

{'Property Legal Description'}, as more particularly described in **Attachment "A"**.

CONSIDERATION

$10.00 and other valuable consideration, receipt of which is hereby acknowledged.

EXCEPTIONS TO CONVEYANCE
To be added per title commitment.

RESERVATIONS TO CONVEYANCE
To be added.

WARRANTY AND CONVEYANCE

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and exceptions to warranty, GRANTS, SELLS, and CONVEYS to the GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to the GRANTEE, the GRANTEE'S administrators, successors and assigns forever. The GRANTOR binds the GRANTOR and the GRANTOR'S successors and assigns to warrant and forever defend all and singular the Property to the GRANTEE and the GRANTEE'S

administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor, but not otherwise.

EXCEPT AS EXPRESSLY PROVIDED IN THAT CERTAIN CONTRACT OF SALE DATED _____, 202__ BETWEEN THE GRANTOR AND THE GRANTEE, THE CONVEYANCE OF THE PROPERTY IS ON AN "AS IS" BASIS, WITH THE GRANTOR NOT MAKING, AND THE GRANTEE NOT RELYING UPON, ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, OTHER THAN SPECIAL WARRANTY OF TITLE.

IN WITNESS WHEREOF this Special Warranty Deed is executed this ____ day of _____, {Year}.

GRANTOR:
CITY OF EL PASO

By: _____
Dionne L. Mack, City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument was acknowledged before me on the ___ day of _____, {Year}, by Dionne L. Mack, City Manager, City of El Paso.

_____
Notary Public in and for the State of Texas

My Commission expires: _____

AFTER RECORDING, RETURN TO:

City of El Paso
City Clerk's Office
P.O. Box 1890
El Paso, TX 79950-1890

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Raul Florez
Business Name	Investor Edge Limited Co. (IELCo)
Agenda Item Type	
Relevant Department	

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☑ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐ I have made campaign contributions or donations totaling an aggregate of $500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____ Digitally signed by Raul Florez Date: 2026.04.28 07:43:09 -06'00' Date: _____

File #: 26-0441, **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, Kevin Smith, (915) 212-1566
Planning and Inspections, Luis F. Zamora, (915) 212-1552

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of the property described as a portion of Tract 11, The Duran and Rivas Resubdivision, 7912 North Loop Drive, City of El Paso, El Paso County, Texas from R-3 (Residential) to S-D (Special Development), pursuant to Section 20.04.360, imposing a condition, and approving a Detailed Site Development Plan pursuant to Section 20.04.150 and 20.10.360 of the El Paso City Code to allow for a restaurant use as permitted in the S-D (Special Development) zone district. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

Subject Property: 7912 North Loop Dr.
Applicant: Javier Llamas
Case Number: PZRZ25-00024 [POSTPONED FROM 05-26-2026]

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Planning and Inspections

AGENDA DATE: 4/28/26

PUBLIC HEARING DATE: 5/26/26

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Luis F. Zamora **PHONE NUMBER:** (915) 212-1552

DISTRICT(S) AFFECTED: 7

AGENDA ITEM:

An Ordinance changing the zoning of the property described as a portion of Tract 11, The Duran and Rivas Resubdivision, 7912 North Loop Drive, City of El Paso, El Paso County, Texas from R-3 (Residential) to S-D (Special Development), pursuant to Section 20.04.360, imposing a condition, and approving a Detailed Site Development Plan pursuant to Section 20.04.150 and 20.10.360 of the El Paso City Code to allow for a restaurant use as permitted in the S-D (Special Development) zone district. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

Subject Property: 7912 North Loop Dr.
Applicant: Javier Llamas
Case Number: PZRZ25-00024

ISSUE STATEMENT:

The applicant proposes to rezone the subject property at 7912 North Loop Drive from R-3 (Residential) to S-D (Special Development) and approval of a Detailed Site Development Plan to allow for a proposed restaurant use. City Plan Commission recommended approval of the request on a 5-1 vote. The request is being reviewed in accordance with El Paso City Code Title 20 - Zoning and Plan El Paso, the City's Comprehensive Plan.

BACKGROUND:

The applicant proposes to rezone the subject property at 7912 North Loop Drive from R-3 (Residential) to S-D (Special Development) and approval of a Detailed Site Development Plan, as required per the proposed zoning district, to allow for the existing home to be converted into a proposed restaurant. 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. Staff and City Plan Commission recommend conditions to safeguard the property and surrounding development from negative impacts to residents. Conditions include a landscape buffer along the adjacent roads, restricting automotive uses, and restricting the use of outdoor amplified sound on the property.

As of March 30, 2026, the Planning Division has received a petition with twelve (12) signatures in support to the rezoning request, and a petition with twenty-one (21) signatures in opposition, as well as one (1) email in opposition to the request citing negative impact to property values and increased traffic and parking in the area. During the City Plan Commission hearing, the president of the Rosedale Farms Neighborhood Association expressed support of the request, as well as the owner's spouse. Three (3) residents expressed their opposition as well during the meeting. See attached staff report for additional information.

COUNCIL OPTIONS:

Approve
Approve with Conditions (Staff and CPC recommendation)
Deny

COMMITTEE REVIEW AND/OR RECOMMENDATION:

City Plan Commission recommended 5-1 to approve the proposed rezoning and detailed site development plan on January 29, 2026.

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

Applicant notified appropriate neighborhood associations of the request prior to submittal of a complete application. Public notices were sent to all property owners within 300 feet of the subject property.

RELATED CITY POLICIES:

El Paso City Code Title 20 - Zoning, Plan El Paso

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

☐ *Legal counsel reviewed as a part of Council packet*

☑ *Legal counsel reviewed in advance of packet as an individual item*

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

See attached.

NAME	AMOUNT ($)

ATTACHMENTS:

-Ordinance
-Staff Report
-Detailed Site Development Plan
-Contribution Form

FOR MORE INFORMATION:

Luis Zamora, Chief Planner (915) 212-1552 ZamoraLF@elpasotexas.gov

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

SIGNATURE: Philip Etiwe

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

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF THE PROPERTY DESCRIBED AS A PORTION OF TRACT 11, THE DURAN AND RIVAS RESUBDIVISION, 7912 NORTH LOOP DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO S-D (SPECIAL DEVELOPMENT), PURSUANT TO SECTION 20.04.360, IMPOSING A CONDITION, AND APPROVING A DETAILED SITE DEVELOPMENT PLAN PURSUANT TO SECTION 20.04.150 AND 20.10.360 OF THE EL PASO CITY CODE TO ALLOW FOR A RESTAURANT USE AS PERMITTED IN THE S-D (SPECIAL DEVELOPMENT) ZONE DISTRICT. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, JAVIER LLAMAS, (Owner) has applied for a rezoning of property from **R-3 (Residential)** to **S-D (Special Development)** per Section 20.04.360 of the El Paso City Code; and,

WHEREAS, Owner has also applied for approval of a detailed site development plan pursuant to Sections 20.04.150 and 20.10.360 of the El Paso City Code for a restaurant use, which requires approval from both City Plan Commission and City Council; and,

WHEREAS, a public hearing was held for the rezoning and detailed site plan requests at a City Plan Commission meeting; and,

WHEREAS, City Plan Commission has recommended approval of the subject rezoning and detailed site development plan; and,

WHEREAS, the rezoning and detailed site development plan has been submitted to the City Council of the City of El Paso for review and approval; and,

WHEREAS, the City Council of the City of El Paso finds that the application conforms to all requirements of the El Paso City Code.

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

1. Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of *a portion of Tract 11, The Duran and Rivas Resubdivision, 7912 North Loop Drive, City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A",* be changed from **R-3 (Residential)** to **S-D/C (Special Development),** as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

2. That the property described above be subject to the following condition which is necessitated by and attributable to the increased density 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 five-foot (5') landscaped buffer with high-profile native or naturalized trees of al leaset two-inch (2") caliper and ten feet (10') in heigh shall be placed at thirty feet (30') on center along North Loop Drive and Duran Road. Such buffer shall also include provision of thirty (30) shrubs. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed pior ro the issuance of any certificates of occupancy or certificates of competion. No landscaping buffer shall be requireed or existing or proposed paved areas for vehicular or pedestrian access.

2. The following uses are restricted: Automotive service station, motor vehicle repair minor, commercial fueling station, convenienece store with gas pumps.

3. No outdoor aplified sound shall be permitted.

4. Pursuant to the requirements of the El Paso City Code, the City Council hereby approves the detailed site development plan submitted by the Owner, to allow a restaurant use as permitted under the **S-D (Special Development)** district regulations of 20.04.150 and 20.10.360.

5. A copy of the approved detailed site development plan, signed by the Owner, the City Manager, and the Secretary of the City Plan Commission, is attached hereto, as Exhibit "B" and incorporated herein by reference for all purposes.

6. All construction and development on the property shall be done in accordance with the approved detailed site development plan and the development standards applicable in the **S-D (Special Development)** District regulations.

7. The Applicant shall sign an agreement to develop the property and to perform all construction thereon in accordance with the approved detailed site development plan and the standards applicable in the **S-D (Special Development)** district. Such agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary of the City Plan Commission before building permits are issued.

8. The approval of this detailed site development plan shall automatically be void if construction on the property is not started in accordance with the attached plan Exhibit "B" within four (4) years from the date hereof.

9. The penalties for violating the standards imposed through this ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2026.

THE CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Ignacio R. Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Philip F. Etiwe, Director
Planning & Inspections Department

AGREEMENT

By execution hereof, JAVIER LLAMAS ("Owner"), referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the **S-D (Special Development)** District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 16 day of Abril, 2026.

OWNER: JAVIER LLAMAS

By: _____
Owner.

(Print name & Title)

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
CO UNTY OF EL PASO)

This instrument is acknowledged before me on this 16 day of April, 2026, by Javier llamas., in his legal capacity on behalf of Owner.

_____
Notary Public, State of Texas

My Commission Expires:

10/21/2029

MIRIAM PRIETO
Notary Public, State of Texas
Comm. Expires 10-21-2029
Notary ID 135537132

EXHIBIT "A"

A portion of Tract 11,
The Duran and Rivas Resubdivision,
City of El Paso, El Paso County, Texas

September 24, 2025

METES AND BOUNDS DESCRIPTION

7912 North Loop Drive
Exhibit "A"

FIELD NOTE DESCRIPTION of a portion of Tract 11, The Duran and Rivas Resubdivision, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a point located the common boundary corner of Tracts 10 and 11, same being the westerly right-of-way line of Duran Road (50' R.O.W.); **THENCE,** leaving said common boundary corner and along the westerly right-of-way line of Duran Road, North 34°00'00" East, a distance of 52.43 feet to a set chiseled "V" for corner at the **POINT OF BEGINNING** of the herein described parcel;

THENCE, leaving said westerly right-of-way line of Duran Road, North 56°00'00" West, a distance of 74.34 feet to a set iron rod for corner at the common boundary line of Tracts 11 and 12;

THENCE, along the common boundary line of Tracts 11 and 12, North 34°00'00" East, a distance of 80.00 feet to a found iron rod for corner at the southerly right-of-way line of North Loop Drive;

THENCE, leaving said common boundary line of Tracts 11 and 12 and along the southerly right-of-way line of North Loop Drive, South 55°49'13" East, a distance of 44.34 feet to a found TXDOT Disk for corner;

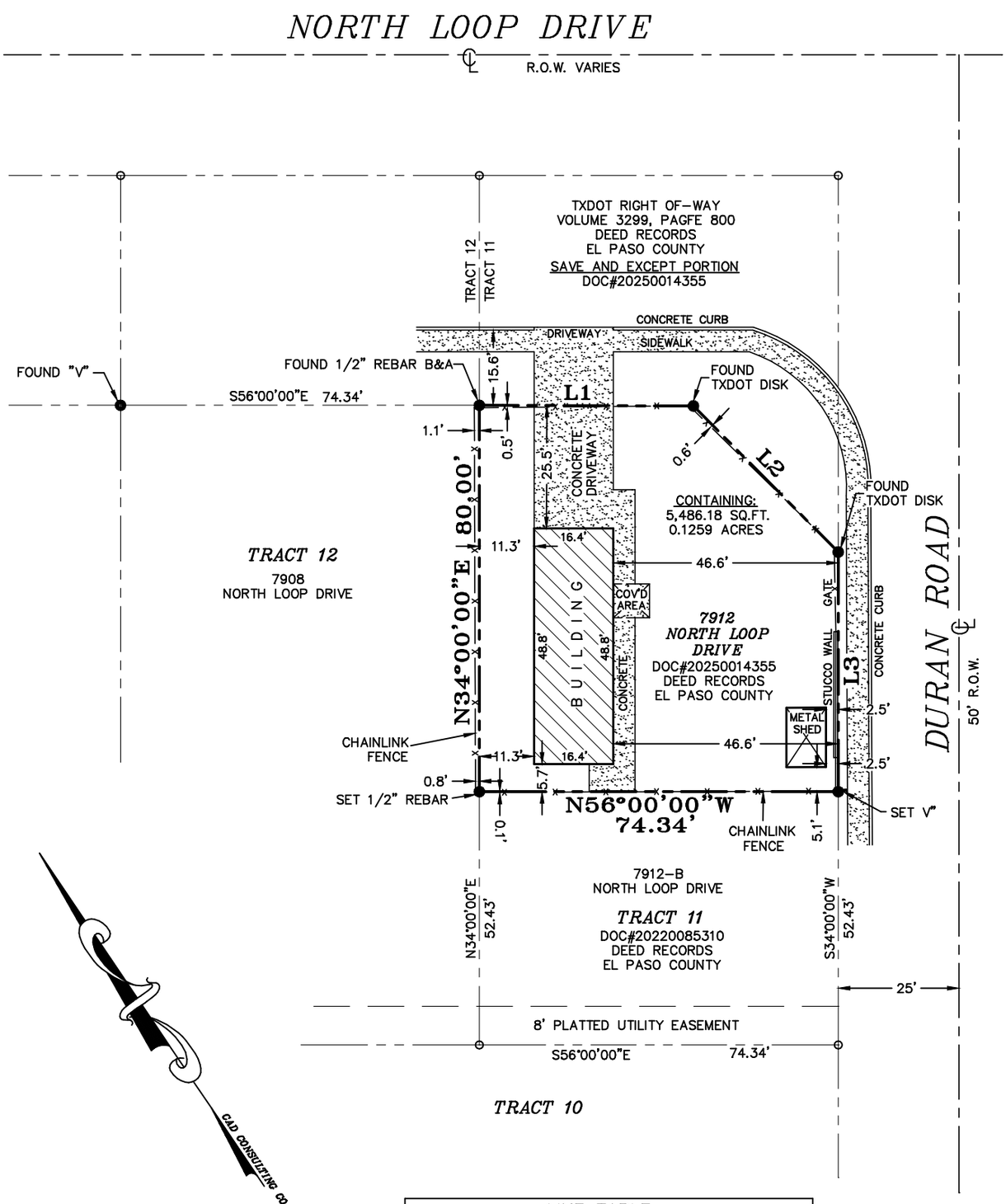
THENCE, leaving said southerly right-of-way line of North Loop Drive, South 10°45'43" East, a distance of 42.60 feet to a found TXDOT Disk for corner at the westerly right-of-way line of Duran Road;

THENCE, along the westerly right-of-way line of Duran Road, South 34°00'00" West, a distance of 49.61 feet to the **POINT OF BEGINNING** of the herein described tract and containing 5,486.18 square feet or 0.1259 Acres of land more or less.

Carlos M. Jimenez
Registered Professional Land Surveyor
Texas No. 3950



CAD CONSULTING COMPANY.
1790 Lee Trevino Suite # 309
El Paso, Texas 79936



LINE TABLE		
LINE	LENGTH	BEARING
L1	44.34	S55°49'13"E
L2	42.60	S10°45'43"E
L3	49.61	S34°00'00"W

NOTE:
THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

COPYRIGHT © 2025 CAD CONSULTING CO. ALL RIGHTS RESERVED

CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY SURVEY WAS MADE ON THE GROUND AND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN HEREON.

STATE OF TEXAS
CARLOS M. JIMENEZ
3950
REGISTERED PROFESSIONAL LAND SURVEYOR

CARLOS M. JIMENEZ
R.P.L.S. No. 3950

JOB # 25-0732 DATE: 08/09/25 FIELD: JM OFFICE: ML FILE: NET:\ML\2025\25-0732

LOCATED IN ZONE X PANEL # 4802140044C DATED 02/16/2006

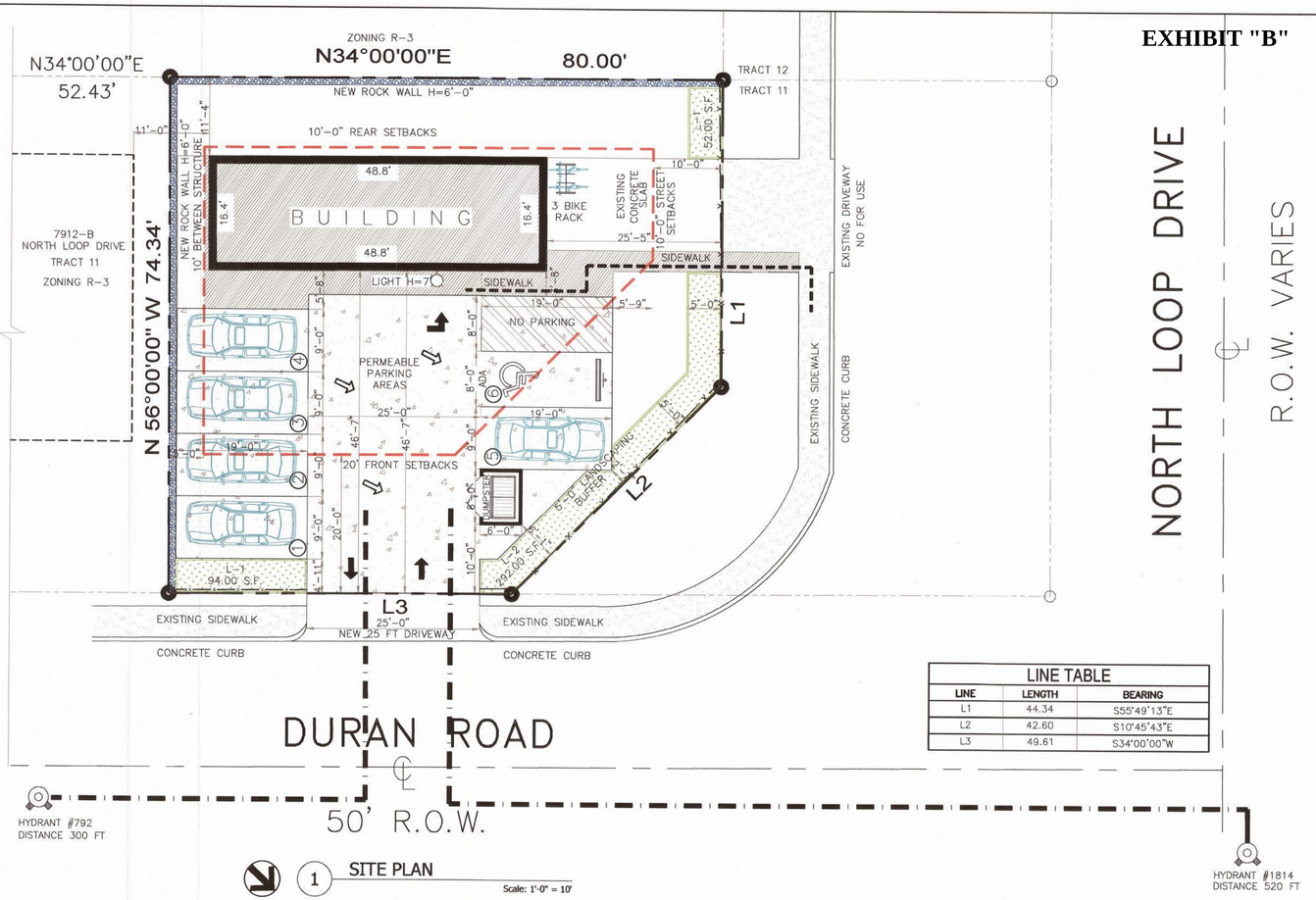
RECORDED IN VOLUME 9, PAGE 28B , PLAT RECORDS, EL PASO COUNTY, TEXAS.

7912 NORTH LOOP DRIVE (SEE EXHIBITS A & B)
TRACT 11, SAVE AND EXCEPT TWO PORTIONS THEREOF,
THE DURAN AND RIVAS RESUBDIVISION
CITY OF EL PASO, EL PASO COUNTY, TEXAS.

CONSULTING COMPANY
1790 LEE TREVINO DRIVE SUITE 309
EL PASO, TEXAS 79936
(915) 633-6422

FIRM# 10099300

EXHIBIT "B"



LINE TABLE		
LINE	LENGTH	BEARING
L1	44.34	S55°49'13"E
L2	42.60	S10°45'43"E
L3	49.61	S34°00'00"W

1 SITE PLAN
Scale: 1'-0" = 10'

PROJECT DATA

LEGAL ADDRESS
7912 NORTH LOOP
EL PASO, TEXAS 79915

LEGAL DESCRIPTION
DURAN PT OF 11 BEG 77.96 FT S OF NEC (41.04' ON ST-74.34' ON S-72.54' ON W-IRREG ON N) (4849.09 SQ FT)

LAND AREA
TOTAL AREA = 4,849.09 S.F.
ACRES AREA = 0.11

ZONING
FUTURE USE = RESTAURANT
PROPERTY'S ZONING: SD

BUILDING AREA: TOTAL = 804.32 S.F.

SPACE	AREA S.F.
RESTAURANT	804.32 S.F.
COVER PORCH	39.80 S.F.

ZONING

SET BACKS	S-D
FRONT YARD	20'-0"
REAR YARD	10'-0"
CUM. FRONT & REAR YARD	N/A
SIDE YARD	10'-0" between structures
SIDE STREET	10'-0"
MAXIMUM HEIGHT	45'-0"
NOTE: MAIN ENTRANCE BY DURAN ROAD	

LANDSCAPING CALCULATION
18.46.060-B
B. EXEMPTIONS. THE FOLLOWING PROJECTS ARE EXEMPT FROM THE REQUIREMENTS OF THIS CHAPTER:1.BUILDING RESTORATION PROJECTS FOR HISTORIC STRUCTURES AS DEFINED UNDER TITLE 20 (ZONING).2.PROJECTS ON LAND OWNED BY THE FEDERAL OR STATE OF TEXAS GOVERNMENTS.3.ANY EXISTING DEVELOPMENT, WHICH CHANGES ITS USE FROM AN APPROVED USE TO ANY OTHER, APPROVED USE WITHIN THE SAME ZONING CATEGORY.

LOT AREA= 4,849.09 S.F.
BUILDING AREA= 804.32 S.F.
4,849.09 - 804.32= 4,044.77 S.F.
4,044.77 S.F. * 15%= 606.71 S.F.

LANDSCAPING REQUIRED (15%)=606.71 S.F.
LANDSCAPING PROVIDED = 438.00 S.F.

PARKING CALCULATION
MIN.=1/144 SF GFA RESTAURANT SIT-DOWN
MAX.=1/100 SF GFA RESTAURANT SIT-DOWN

MIN.=1/144 (804.39)
MIN.=5.58= 6 MIN. PARKING SPACES
6 MIN. PARKING SPACES

MAX.=1/100 (804.39)
MAX.= 8.04 = 8 MAX. PARKING SPACES
8 MAX. PARKING SPACES

MIN. PARKING REQUIRED = 6 PARKING SPACES
PROVIDED = 05 REGULAR PARKING SPACES 01 H.C. PARKING SPACE
TOTAL PROVIDED = 6 PARKING SPACES

BICYCLE PARKING
3 MIN. SPACES PROVIDED

20.14.050 - PARKING REQUIREMENTS AND STANDARDS.
B.METHOD OF COMPUTATION. CALCULATIONS TO COMPUTE THE MAXIMUM NUMBER OF REQUIRED PARKING SPACES SHALL BE BASED UPON THE FOLLOWING FORMULAE:
6.WHERE THE PARKING CALCULATION IS DETERMINED BY THE GROSS FLOOR AREA (GFA) OF THE BUILDING OR FACILITY, THE GFA SHALL BE MEASURED TO THE EXTERIOR OF THE WALLS FOR EVERY OCCUPIED FLOOR. GFA OF A BUILDING OR FACILITY SHALL NOT INCLUDE AREAS USED SOLELY FOR OFF-STREET PARKING OF MOTOR VEHICLES OR BICYCLES AND ASSOCIATED DRIVEWAYS, AND SHALL NOT INCLUDE AREAS RESERVED FOR OFF-STREET LOADING BERTHS.

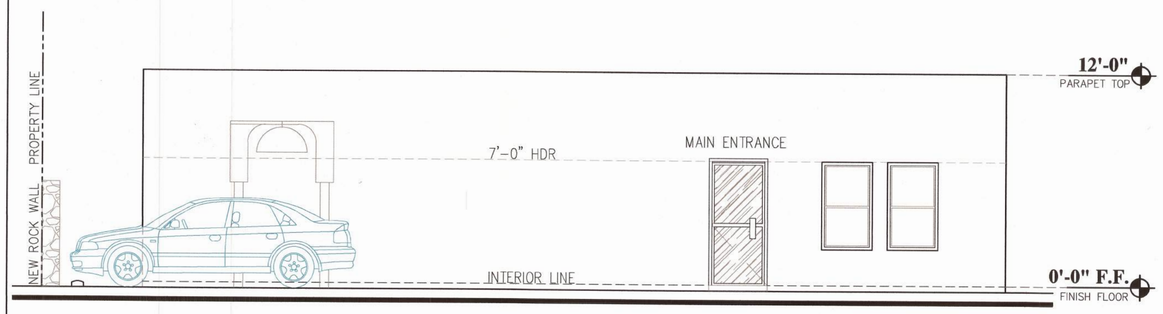
DUMPSTER
8 YARD DUMPSTER
6' L X 5' W X 7' H

FIRE PROTECTION
NO PROTECTION WITH SPRINKLER
NOT REQUIRED AUTOMATIC
SPRINKLER SYSTEM

FIRE HYDRANT / ACCESSIBLE ROUTE PLAN
EXISTING FIRE HYDRANT
LOCATED DURAN PL
HYDRANT #792 DISTANCE 300 FT

EXISTING FIRE HYDRANT
LOCATED LAFAYETTE & NORTH LOOP
HYDRANT #1814 DISTANCE 520 FT

LEGEND
- ARROWS INDICATE BLDG. ENTRANCE
- ARROWS INDICATE STORM WATER DRAINAGE FLOW
- CONCRETE SLAB (SIDEWALK)
- LANDSCAPING
- NEW PERMEABLE CONCRETE SLAB
- ACCESSIBLE ROUTE
- EXISTING PRIVATE FIRE HYDRANT
- PRIVATE FIRE HYDRANT
- NEW ENTRANCE LIGHT
- EXISTING CONCRETE SLAB

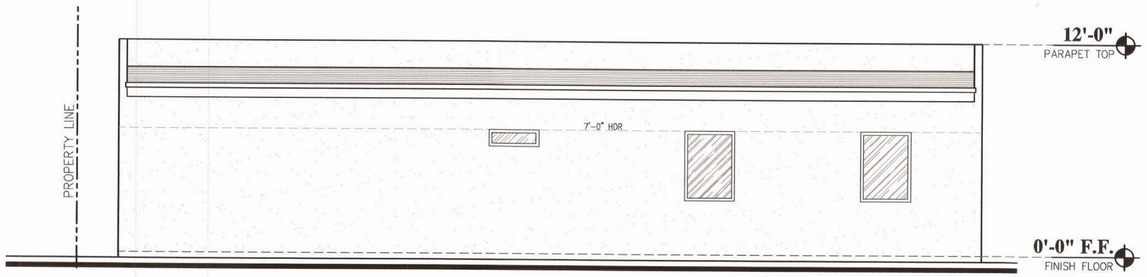


2 FRONT ELEVATION
Scale: 1/4"=1'-0"

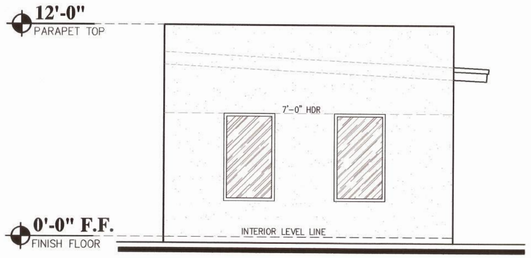
PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
DETAILED SITE DEVELOPMENT PLAN
APPROVED BY CITY COUNCIL
03-30-2026.
DATE
APPLICANT
Kevin Smith
EXECUTIVE SECRETARY, CITY PLAN COMMISSION
CITY MANAGER



4 LEFT SIDE ELEVATION
Scale: 1/4"=1'-0"



3 REAR ELEVATION
Scale: 1/4"=1'-0"



5 RIGHT SIDE ELEVATION
Scale: 1/4"=1'-0"

COMPLETE DESIGN & DRAFTING Inc.
810 TEXAS AVENUE
EL PASO, TEXAS 79901
PH. 915-777-3056
PH. 915 701-7643
carlos.cdd@yahoo.com
www.designanddrafting.com

REGISTERED ARCHITECT MICHAEL DUKE WALKER 15230 STATE OF TEXAS
03/31/26

DETAIL SITE DEVELOPMENT PLAN
JAVIER LLAMAS
ADDRESS : 7912 NORTH LOOP DR
EL PASO, TEXAS 79915

PROJECT
7912 NORTH LOOP DR
EL PASO, TX.79915

PROJECT NUMBER	DATE
058.2025	SEPTEMBER 2025

REVISIONS	
11/04/2025	REV.1
11/19/2025	REV.2
12/19/2025	REV.3

SHEET TITLE
DETAIL SITE DEVELOPMENT PLAN

SHEET NUMBER
A1.0
1 OF 1

7912 North Loop

City Plan Commission — January 29, 2026 **REVISED**

CASE NUMBER:	**PZRZ25-00024**
CASE MANAGER:	Luis Zamora, (915) 212-1552, ZamoraLF@elpasotexas.gov
PROPERTY OWNER:	Javier Llamas
REPRESENTATIVE:	Vanessa Duran
LOCATION:	7912 North Loop Dr. (District 7)
PROPERTY AREA:	0.11 acres
REQUEST:	Rezone from R-3 (Residential) to S-D (Special Permit) and approval of a Detailed Site Development Plan
RELATED APPLICATIONS:	None
PUBLIC INPUT:	Petition with twelve (12) signatures in support, and a petition with twenty-one (21) signatures in opposition and one (1) email in opposition to the request as of January 29, 2026

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-3 (Residential) to S-D (Special Development) and approval of a Detailed Site Development Plan for a proposed restaurant use.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL WITH CONDITIONS** of the request. The proposed S-D (Special Development) zoning district and proposed restaurant use are in character with the surrounding area and are in keeping with the policies of the G-3, Post-War Future Land Use designation of *Plan El Paso*, the City's adopted Comprehensive Plan. The conditions are the following:

1. That a five-foot (5') 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 North Loop Drive and Duran Road. Such buffer shall also include provision of thirty (30) shrubs. 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 or certificates of completion. No landscaping buffer shall be required on existing or proposed paved areas for vehicular or pedestrian access.
2. The following uses are restricted: Automotive service station, motor vehicle repair minor, commercial fueling station, convenience store with gas pumps.
3. No outdoor amplified sound shall be permitted.

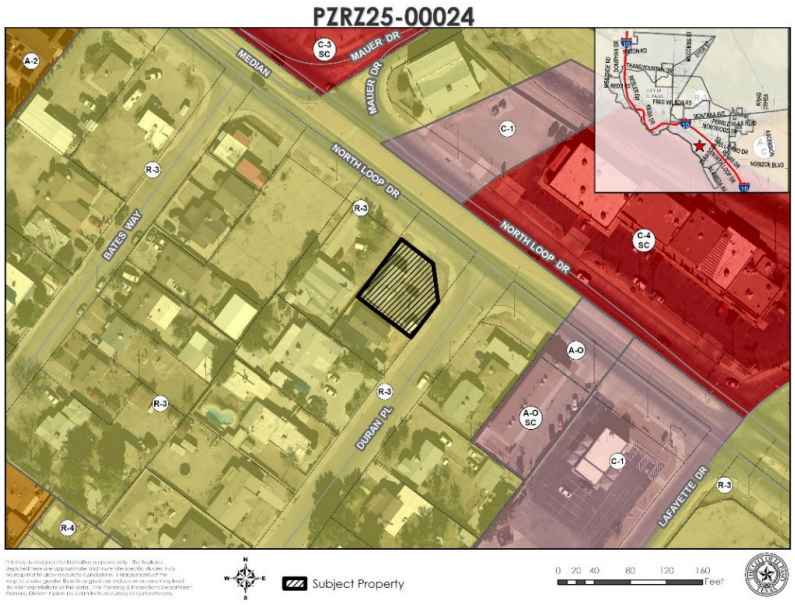


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from R-3 (Residential) to S-D (Special Development) and approval of a Detailed Site Development Plan for a proposed restaurant use. The site plan illustrates the existing single-story building of 804 square feet and twelve feet (12') in height to be converted into a restaurant, with six (6) parking spaces and three (3) bicycle spaces. The project also includes a five-foot (5') landscaping buffer along Duran Road and North Loop Drive, with main vehicular access from Duran Road.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: North Loop Drive is State Highway and commercial corridor. The future land use designation in the area calls for strategic suburban retrofits to add missing civic and commercial uses. Furthermore, it is expected that properties along this corridor transition to other commercial uses. The proposed zoning district and proposed restaurant use are compatible with the neighborhood character of the area. Properties to the east are zoned R-3 (Residential), A-O (Apartment/Office), and C-1 (Commercial) consisting of single-family homes, apartments, and an automotive service station. Properties to the south and west are zoned R-3 (Residential), which include single-family dwellings. Property to the north across North Loop Drive is zoned C-1 (Commercial) and C-3 (Commercial) and include a shopping center with a Party Hall and other retail establishments. The closest school is North Loop Elementary School located within 0.25 miles and the closest park is Mesa Drain Linear Trail located within 0.11 miles of the subject property.

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **G-3, Post-War:** This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.	Yes. The proposed S-D (Special Development) zoning district is compatible with the G-3, Post-War Future Land Use designation of the area with the proposed request supplementing commercial uses in the surroundings.
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **S-D (Special Development) District:** The purpose of this district is to provide an opportunity for mixed-use projects, integrated in design, in certain older residential areas where there is a desire to permit a variety of nonresidential uses while maintaining the established residential appearance and landscaping of the area. The regulations of this district are designed to ensure compatibility with existing uses in the district; to permit the production, exhibit or sale of goods and the providing of services to the public in such older residential areas; to protect the traffic capacity of streets serving such older residential areas; to encourage flexibility by prescribing general performance standards for such older residential areas; and to protect the environment of adjacent areas. For the purpose of this district, older areas of the city shall be deemed those areas where development has existed for at least twenty-five years.	Yes. The proposed S-D (Special Development) zoning district and restaurant use are compatible with R-3 (Residential), C-1 (Commercial), and C-3 (Commercial) zoning districts, as well as compatible with single-family dwellings and other retail establishments in the proximity.

Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.	Yes. The subject property is located along North Loop Drive, designated as a major arterial per El Paso Major Thoroughfare Plan (MTP) with vehicular access through Duran Place, designated as a local road per the El Paso MTP. North Loop Drive is a commercial corridor that can support commercial activity. The adjacent roads are appropriate to serve the proposed development.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	The proposed development is not within any historic districts or study area plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community. Conditions are being recommended to safeguard adjacent properties from undesirable uses in close proximity to single-family dwellings.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve any greenfield or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is stable with no rezonings taken place in the last ten (10) years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	North Loop is a major arterial roadway and a State Highway managed by the Texas Department of Transportation. The road is better suited for commercial uses to act as a buffer to residential uses.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property is located along North Loop Drive and Duran Place, a major arterial and a local road respectively, and are appropriate to serve the proposed development. North Loop Drive is a commercial corridor, and is suited for adjacent commercial activities. Sidewalks are present along the property and the surrounding area. A dedicated bicycle lane runs along North Loop Drive to provide more transportation options, and Sun Metro bus stops are located within walkable distance (0.25 mi.) to the subject property.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments from reviewing departments. The Planning Division recommends imposing conditions to safeguard adjacent single-family developments from permitted intense uses in the S-D (Special Development) zoning district.

PUBLIC COMMENT: The applicant has notified Corridor 20 Civic Association, and the Mission Valley Civic Association of the rezoning request prior to submittal of the application. The applicant also notified the Rosedale Farms Neighborhood Association after submittal of the application. Public notice was sent on January 16, 2026 to all property owners within 300 feet of the subject property. As of January 29, 2026, the Planning Division has received a petition with twelve (12) signatures in support to the rezoning request, and a petition with twenty-one (21) signatures in opposition and one (1) email in opposition to the request citing negative impact to property values and increased traffic and parking in the area.

RELATED APPLICATIONS: None.

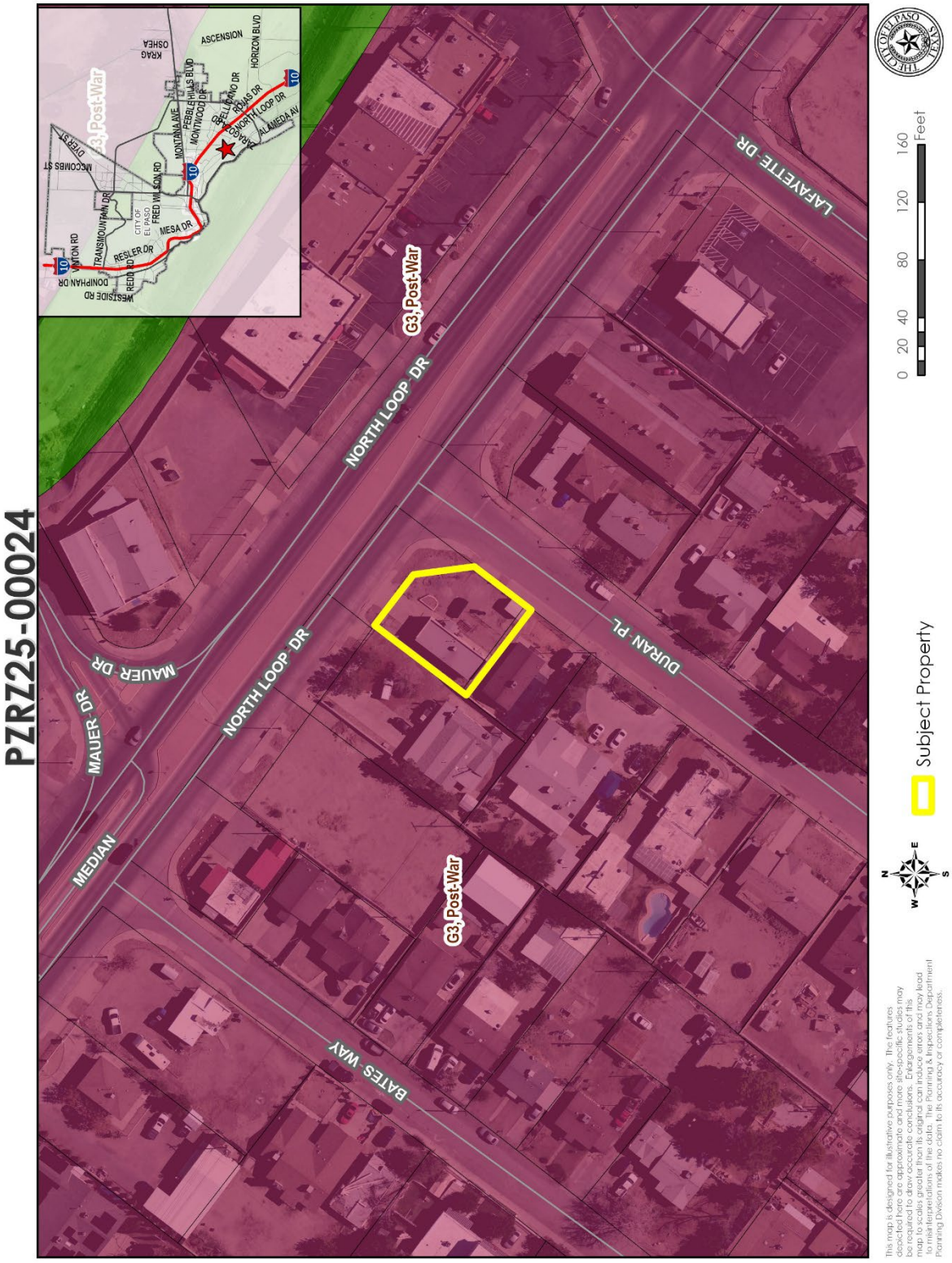
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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.

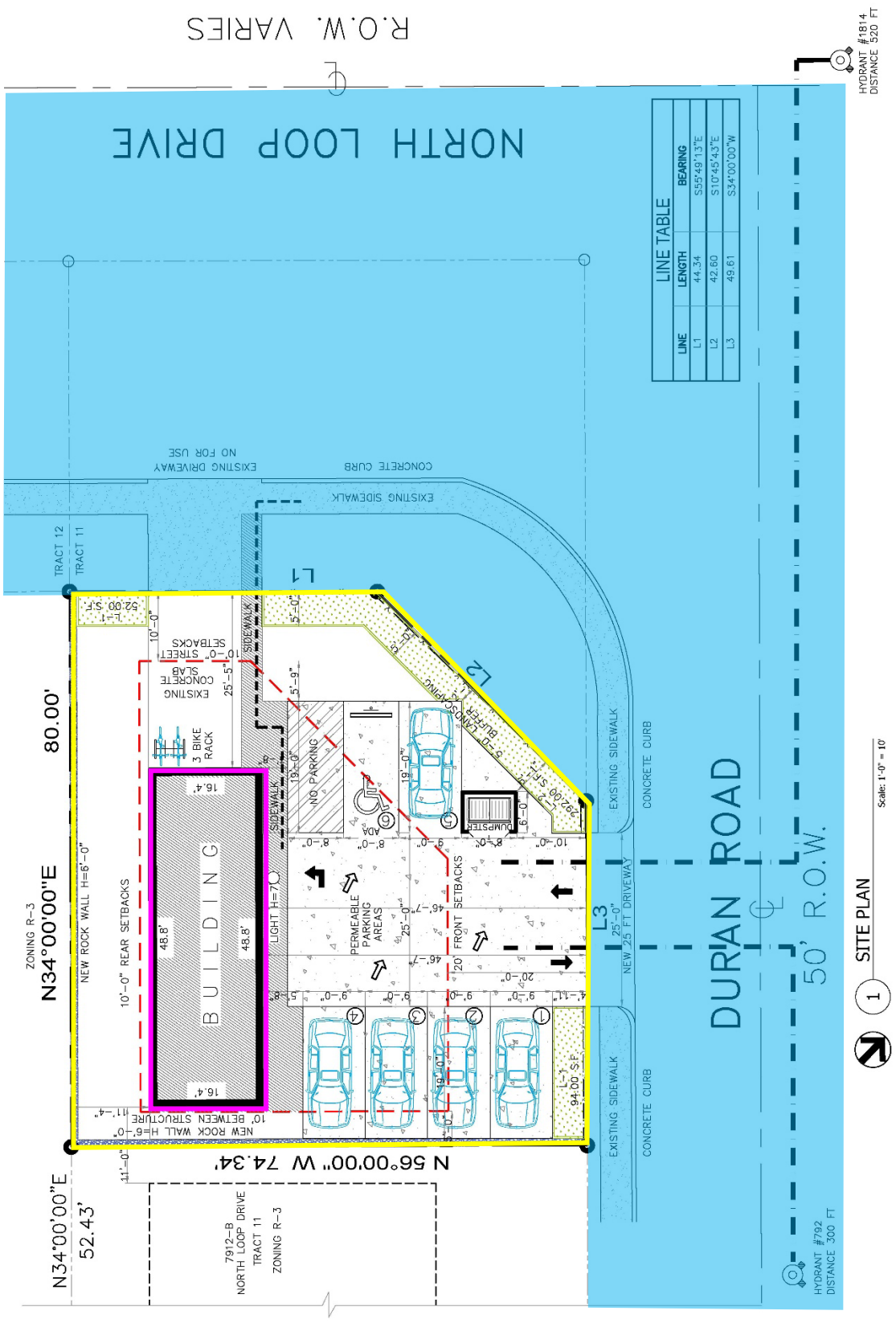
ATTACHMENTS:

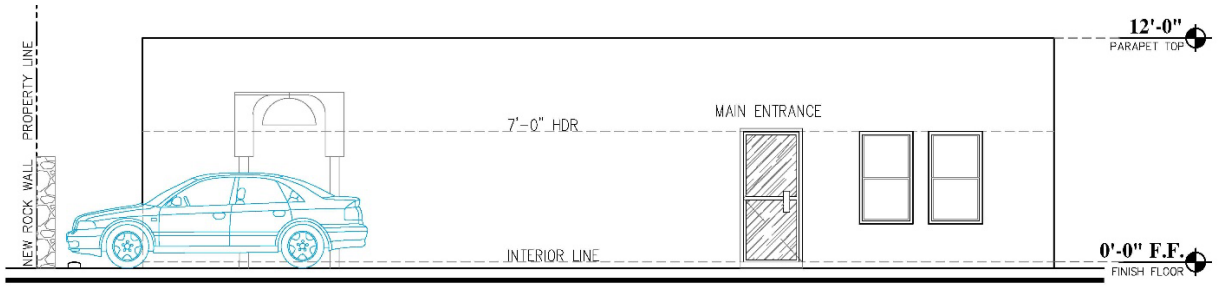
1. Future Land Use Map
2. Detailed Site Development Plan
3. Department Comments
4. Neighborhood Notification Boundary Map
5. Opposition
6. Support

ATTACHMENT 1

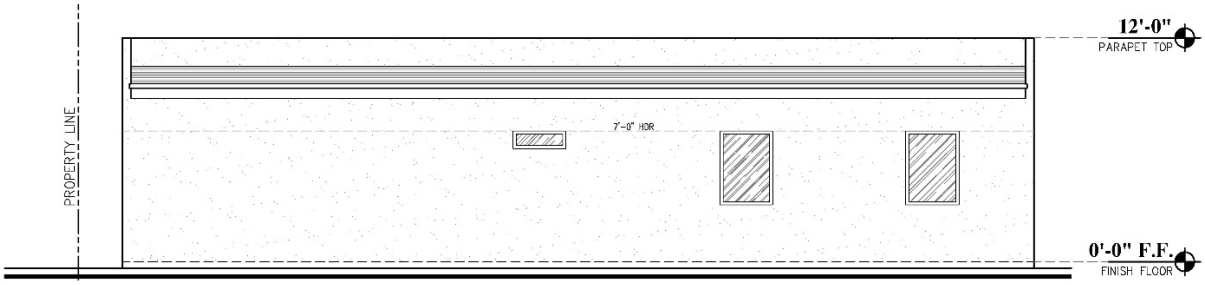


ATTACHMENT 2

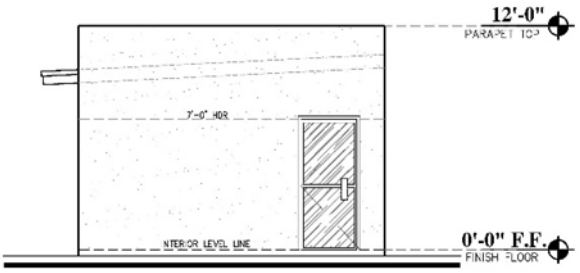




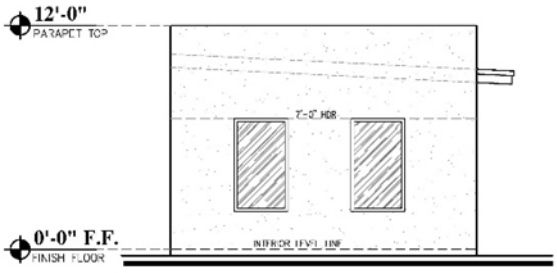
2 FRONT ELEVATION
Scale: 1/4"=1'-0"



3 REAR ELEVATION
Scale: 1/4"=1'-0"



4 LEFT SIDE ELEVATION
Scale: 1/4"=1'-0"



5 RIGHT SIDE ELEVATION
Scale: 1/4"=1'-0"

ATTACHMENT 3

Planning and Inspections Department - Planning Division

Staff recommends approval with conditions of the request. The proposed S-D (Special Development) zoning district and proposed restaurant use are in character with the surrounding area and are in keeping with the policies of the G-3, Post-War Future Land Use designation of *Plan El Paso*, the City's adopted Comprehensive Plan. The conditions are the following:

1. That a five-foot (5') 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 North Loop Drive and Duran Road. Such buffer shall also include provision of thirty (30) shrubs. 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 or certificates of completion. No landscaping buffer shall be required on existing or proposed paved areas for vehicular or pedestrian access.
2. The following uses are restricted: Automotive service station, motor vehicle repair minor, commercial fueling station, convenience store with gas pumps.
3. No outdoor amplified sound shall be permitted.

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

According on this area, "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)."

Environmental Services

Environmental Services Department had no comments.

Streets and Maintenance Department

Traffic & Transportation Engineering

1. No Traffic Impact Analysis (T.I.A) is required
2. Coordination is required with TXDOT for their right-of-way along North Loop Drive
3. No objection to application

Contract Management

1. For all proposed improvement within the city right-of-way, follow the Design Standards for Construction (DSC) in accordance with the municipal code, and include detailed information.
2. Include driveway detail and ensure compliance with applicable standards. (Design Standards for Construction and Municipal Code Chapter 13.12)
3. Indicate that any type of damage sustained to the pavement or surrounding infrastructure during construction must be properly restored.
4. Ensure all transitions to existing roadways are smooth and free of trip hazards.

Street Lights

Street Lights Department does not object to this request.

North Loop Dr. is a Texas Department of Transportation (TXDoT) right-of-way ROW. Street Lights Department requires that all projects that involve a roadway are to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

For the development of a subdivision a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals**. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site***. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)* and any other applicable standards or requirements of the city.

City of El Paso Codes to be followed:

*Title 19 - 19.16.010 - Streetlighting.
**18.18.190 – Submission contents.
*** 19.02.040 Criteria for approval.

El Paso Water
EPWU-PSB Comments
No comments were received.

Stormwater:
As per the Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of green space, water harvesting, and other conservation efforts, to the maximum extent practicable, per Section 19.19.010.

Texas Department of Transportation
Please submit grading and drainage plans for approval.

El Paso Electric
We have no comments for 7912 North Loop.

El Paso County 911
The 9-1-1 District has no comments/concerns regarding this zoning.

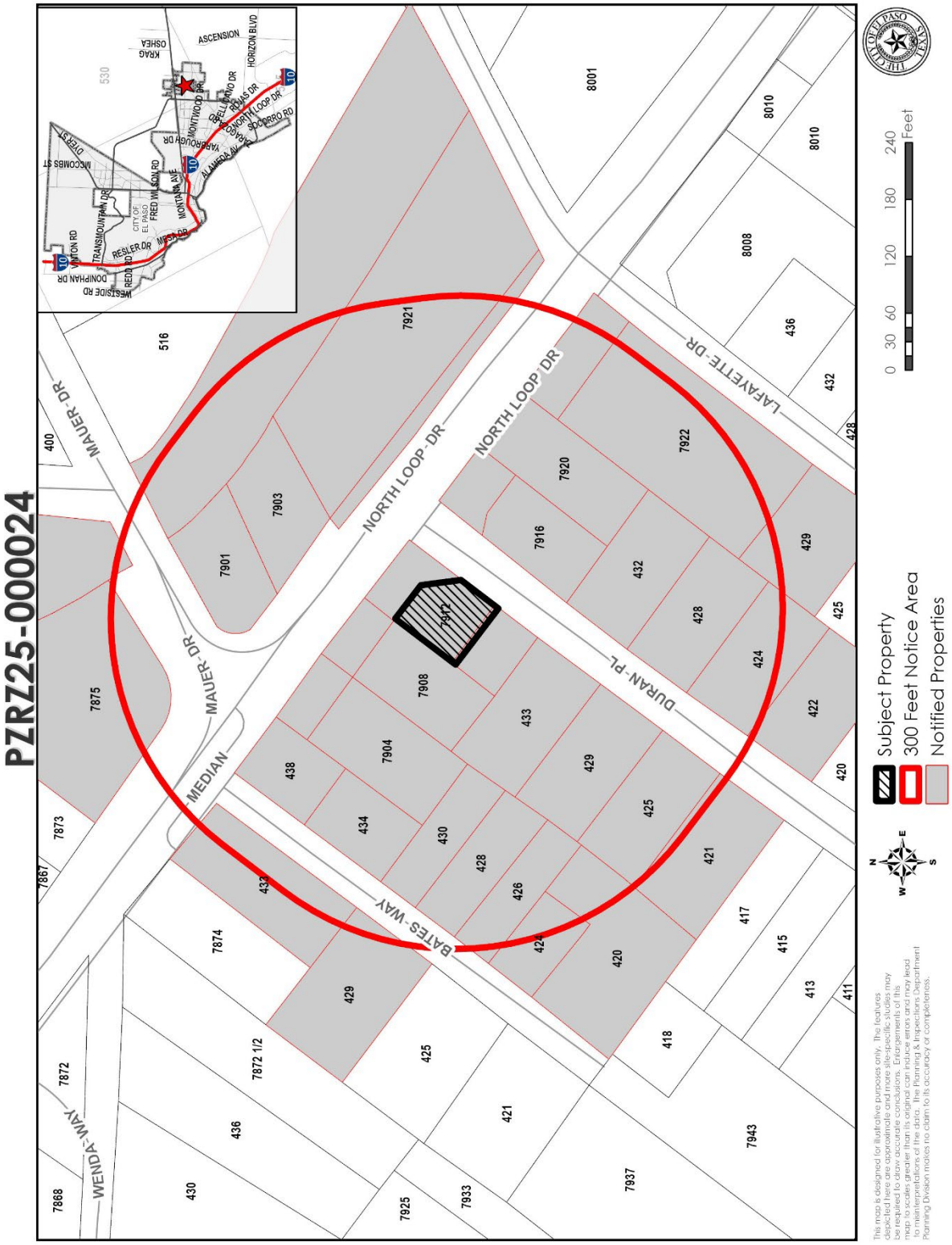
Fire Department
No comments were received.

Police Department
No comments were received.

Sun Metro
No comments were received.

El Paso County Water Improvement District #1
No comments were received.

ATTACHMENT 4



ATTACHMENT 5

Zamora, Luis F.

From: Joanna Casillas <cjoanno90@icloud.com>
Sent: Tuesday, January 20, 2026 9:51 PM
To: Zamora, Luis F.
Subject: [External] - Formal Opposition and Request for Denial – Case No. PZRZ25-00024-7912 North Loop

[You don't often get email from cjoanno90@icloud.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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.

Dear Members of the City Plan Commission,

My name is Joanna Casillas, and I am the owner of the residential property located at 7912 N Loop Dr B, El Paso, TX 79915. I submit this letter as a formal objection to Case No. PZRZ25-00024-7912 North Loop, which proposes a zoning change from residential to special development to allow a restaurant use on the property immediately adjacent to my residence.

My property directly abuts the subject parcel and was originally part of the same tract of land prior to subdivision. It continues to share the same address designation, making the proposed zoning change a direct and disproportionate impact on my residence—an impact that has not been adequately considered.

When the property was previously listed for sale, the City inspected the residence and determined it could not be sold or used for commercial purposes. I respectfully request that the Commission review the property's history, including any prior City inspections or determinations, as approval of this request appears inconsistent with prior City findings.

The proposed restaurant use is incompatible with the surrounding residential area and conflicts with the intent of residential zoning to protect established neighborhoods. It would negatively affect property value, quiet enjoyment, and create increased traffic and on-street parking demands that pose legitimate public safety and access concerns.

For these reasons, I respectfully request that the City Plan Commission deny the proposed zoning change, as it does not meet the City's criteria for zoning amendments, including compatibility, consistency with adopted planning policies, and protection of the public health, safety, and welfare.

Thank you for your time and consideration.

Sincerely,
Joanna Casillas
Owner, 7912 N Loop Dr B
El Paso, TX 79915
(915)850-8899

Sent from my iPhone

1

Received
1/29/2026 2:06pm

I am a resident of the Duran/North Loop neighborhood and am writing to formally express my opposition to the proposed conversion of the residential property located at **7912 N Loop Dr El Paso Tx 79915** into a commercial restaurant.

Our neighborhood is zoned and developed for **residential use**, and introducing a commercial restaurant at this location raises several serious concerns that conflict with the intent of the zoning code and the established character of the area.

Specifically, I am concerned about:

1. **Traffic and Safety Impacts**
   The surrounding streets are narrow and designed for residential traffic only. A restaurant would significantly increase vehicle traffic, delivery trucks, and rideshare activity, creating safety risks for residents, pedestrians, and children.

2. **Parking and Congestion**
   On-site parking is limited, and overflow parking would likely spill onto neighboring streets, blocking driveways and restricting access for emergency vehicles.

3. **Noise, Odors, and Pollution**
   Restaurant operations often involve early-morning deliveries, late-night activity, ventilation systems, and waste removal, all of which are incompatible with a quiet residential setting.

4. **Precedent for Further Commercial Encroachment**
   Approving this request could set a precedent for additional commercial uses within the neighborhood, fundamentally altering its residential nature.

5. **Impact on Quality of Life and Property Values**
   The cumulative effects of traffic, noise, and commercial activity would negatively affect residents' quality of life and potentially reduce nearby property values.

For these reasons, I respectfully request that the Planning Commission / Zoning Board / City Council **deny any rezoning, variance, or conditional use permit** that would allow a commercial restaurant at this location.

Thank you for considering the concerns of the residents who live in and invest in this neighborhood. Please include this letter as part of the official record for this application.

Received 1/29/2026 2:06pm

Soy residente del vecindario **Duran/North Loop** y escribo para expresar formalmente mi oposición a la propuesta de convertir la propiedad residencial ubicada en **7912 N Loop Dr, El Paso, TX 79915** en un restaurante comercial.

Nuestro vecindario está zonificado y desarrollado para uso residencial, y la introducción de un restaurante comercial en esta ubicación plantea varias preocupaciones serias que entran en conflicto con la intención del código de zonificación y con el carácter establecido de la zona.

Específicamente, me preocupan los siguientes puntos:

1. Impactos en el tráfico y la seguridad
Las calles circundantes son estrechas y están diseñadas únicamente para el tránsito residencial. Un restaurante incrementaría significativamente el tráfico vehicular, la presencia de camiones de reparto y la actividad de servicios de transporte compartido, creando riesgos de seguridad para los residentes, peatones y niños.

2. Estacionamiento y congestión
El estacionamiento en el lugar es limitado, y el exceso de vehículos probablemente se extendería a las calles vecinas, bloqueando entradas de vehículos y restringiendo el acceso para vehículos de emergencia.

3. Ruido, olores y contaminación
Las operaciones de un restaurante suelen implicar entregas temprano por la mañana, actividad nocturna, sistemas de ventilación y manejo de residuos, todo lo cual es incompatible con un entorno residencial tranquilo.

4. Precedente para una mayor invasión comercial
Aprobar esta solicitud podría sentar un precedente para usos comerciales adicionales dentro del vecindario, alterando fundamentalmente su naturaleza residencial.

5. Impacto en la calidad de vida y el valor de las propiedades
Los efectos acumulativos del tráfico, el ruido y la actividad comercial afectarían negativamente la calidad de vida de los residentes y podrían reducir el valor de las propiedades cercanas.

Por estas razones, solicito respetuosamente que la **Comisión de Planificación / Junta de Zonificación / Concejo Municipal** niegue cualquier cambio de zonificación, variación o permiso de uso condicional que permita la operación de un restaurante comercial en esta ubicación.

Gracias por considerar las preocupaciones de los residentes que viven e invierten en este vecindario. Por favor, incluya esta carta como parte del expediente oficial de esta solicitud

2

Received
1/29/2026 2:06pm

Name: Miki Castillas
Address: 433 Dura El Paso Tex 79915
Signature Miki Mari Castillas

Name: Victoria Martinez
Address: 7908 Nor th Loop El Paso TX 79915
Signature V Martinez

Name: Miriam Ramirez
Address: 438 Bates El Paso TX 79915
Signature Miriam Ramirez

Name: Arely Campos
Address: 428 Bates Way, El Paso Tx 79915
Signature Arely Campos

Name: RAUL, AMAYA
Address: 426-BATES, WAY 79915
Signature Raul Amaya

Name: Amelia Campos
Address: 425 Bates Way
Signature Amelia Campos

Name: Roberto Lopez ALVARADO
Address: 416 BATES APT. #6
Signature Roberto L. G.

Name: Jorge Campos
Address: 428 Bates way
Signature Jorge Campos

3

Received 1/29/2026 2:06pm

Name: Jessica Walters
Address: 433 Duran Pl El Paso Tx 79915
Signature

Name: Abigail Sandoval
Address: 349 Milton Rd.
Signature

Name: Felipe Martinez
Address: 7912 Walton Loop # B
Signature

Name: Thomas E King II
Address: 436 Duran Pl.
Signature

Name: Rosa Isela Espinoza
Address: 432 Duran Pl.
Signature

Name: Carolina Castaneda
Address: 422 Duran Pl
Signature

Name: Desiree Franco
Address: 429 Duran Pl
Signature

Name: Cesar Casillas
Address: 433 Duran Pl
Signature

4

Received 1/29/2026 2:06pm

Name: Diana Torres
Address: 429 Bates Way 79915 (915) 777-7175
Signature

Name: Jonathan Cadillad
Address: 433 Duran PL
Signature

Name: Luz M Arriaga
Address: 417 Duran PL
Signature

Name: David Alarcon
Address: 415 Duran P.L.
Signature

Name: Ricardo Rodriguez
Address: 424 Duran Place
Signature

Name:
Address:
Signature

Name:
Address:
Signature

Name:
Address:
Signature

Name:
Address:
Signature

5

ATTACHMENT 6



Letter in Support of Rezoning of 7912 NORTH LOOP DR., from zoning R-3 to SD

We, the undersigned, have no objection to the rezoning of the 0.11 Acres, from the zoning R-3 to SD, located at 7912 Northloop Dr., El Paso, Tx., 79915, to accommodate a New Restaurant.

Nosotros los abajo firmantes, estamos a favor del tramite de rezonificacion de R-3 a SD; de la propiedad ubicada en 7912 Northloop Dr., El Paso, Tx., 79915, para el uso de Restaurant de comida rapida.

1.NAME/ADDRESS/PHONE or EMAIL
linto2into1@gmail.com 915-497-0791
Richard franco 429 DURAN PL

1.NAME/ADDRESS/PHONE or EMAIL
Lisahalcon@gmail.com
LISA Halcon 429 1/2 DURAN PL 915-201-1764

1.NAME/ADDRESS/PHONE or EMAIL (915) 241-0766
Jesus David Alarcon
415 Duran P.L.
El Paso, Tx 79915

1.NAME/ADDRESS/PHONE or EMAIL
Manuel Guerrero
438 Bates Way
915-300-4528

1.NAME/ADDRESS/PHONE or EMAIL
MARY D. Gonzales
429 LAFAYette Drive
915-241-1270 mariedgonzales@yahoo.com

1.NAME/ADDRESS/PHONE or EMAIL
Joel Mendez 426 Bate Way 79915
(915) 808-7666

Letter in Support of Rezoning of 7912 NORTH LOOP DR., from zoning R-3 to SD

We, the undersigned, have no objection to the rezoning of the 0.11 Acres, from the zoning R-3 to SD, located at 7912 Northloop Dr., El Paso, Tx., 79915, to accommodate a New Restaurant.

Nosotros los abajo firmantes, estamos a favor del tramite de rezonificacion de R-3 a SD; de la propiedad ubicada en 7912 Northloop Dr., El Paso, Tx., 79915, para el uso de Restaurant de comida rapida.

428 DURAN PL.
JESUS SANTOS 915- 401-9496

1.NAME/ADDRESS/PHONE or EMAIL
Jose Villanueva DBA/Desierto Leather
915-591-7911 7921 North Loop

1.NAME/ADDRESS/PHONE or EMAIL
Sandra D. Rodugues 915-273-5398.
7921 North Loop. Suite E saleshouseofflowers@gmail.com.

1.NAME/ADDRESS/PHONE or EMAIL
Sandra Rodugues 915 273-5398 mi Rupita @
7921 North. Loop. Suite F lamichoacana gmail.con.

1.NAME/ADDRESS/PHONE or EMAIL
Angelique Cruz (915) 630-5576
7921 North loop. suite A Gvalencia1117@yahoo.com

1.NAME/ADDRESS/PHONE or EMAIL
DAVID CUBILLOS
436 DURAN PLACE ELP, TX 79915 (915) 433-6219

Letter in Support of Rezoning of 7912 NORTH LOOP DR., from zoning R-3 to SD

We, the undersigned, have no objection to the rezoning of the 0.11 Acres, from the zoning R-3 to SD, located at 7912 Northloop Dr., El Paso, Tx., 79915, to accommodate a New Restaurant.

Nosotros los abajo firmantes, estamos a favor del tramite de rezonificacion de R-3 a SD; de la propiedad ubicada en 7912 Northloop Dr., El Paso, Tx., 79915, para el uso de Restaurant de comida rapida.

Joe Hurtado / 434 [redacted] Bates Way / 915 3412694

1.NAME/ADDRESS/PHONE or EMAIL

1.NAME/ADDRESS/PHONE or EMAIL

1.NAME/ADDRESS/PHONE or EMAIL

1.NAME/ADDRESS/PHONE or EMAIL

1.NAME/ADDRESS/PHONE or EMAIL

ITEM 18

7912 North Loop

Rezoning

PZRZ25-00024



PZRZ25-00024



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

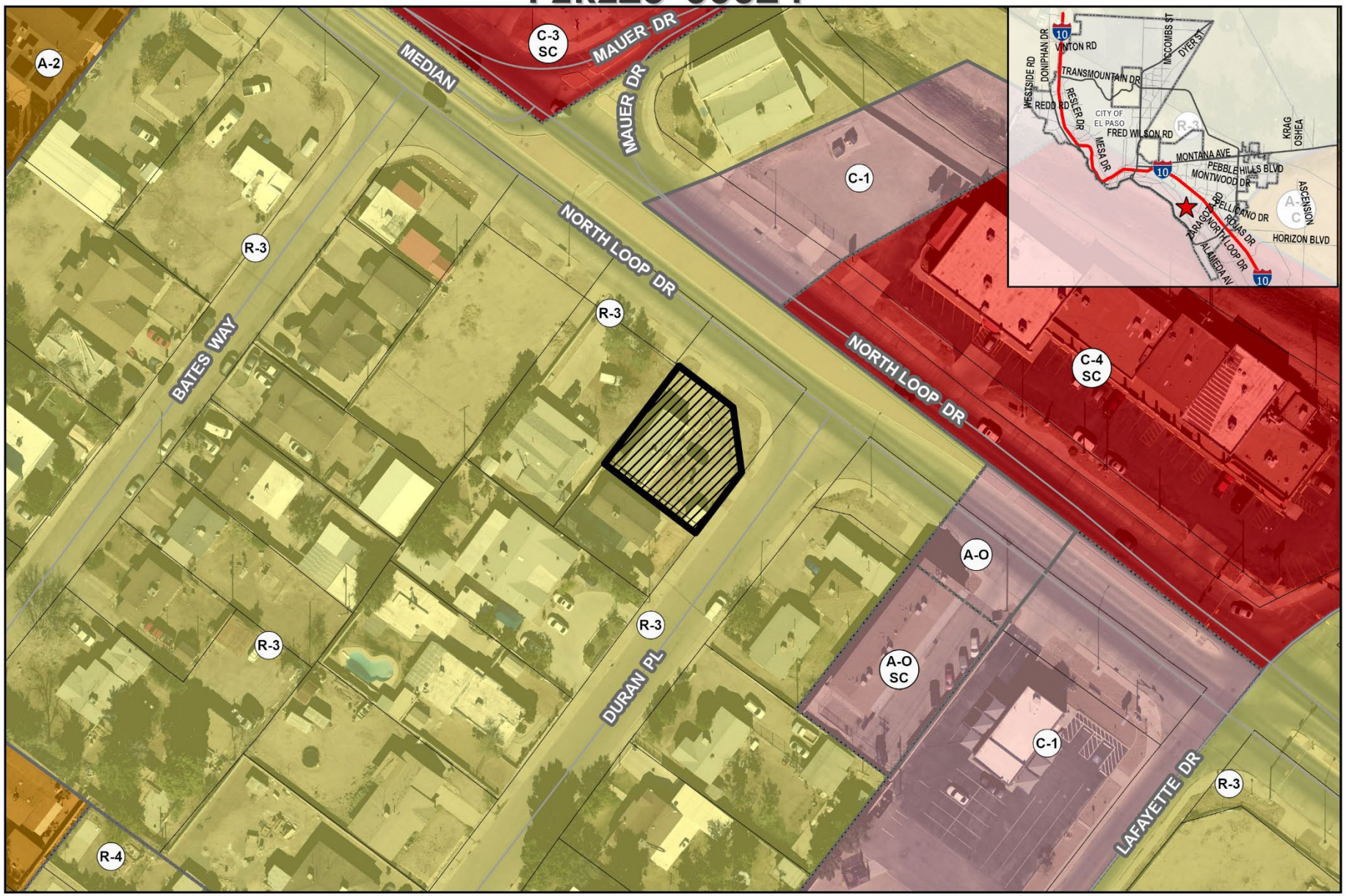
N W E S

Subject Property

0 20 40 80 120 160 Feet

Aerial

PZRZ25-00024



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

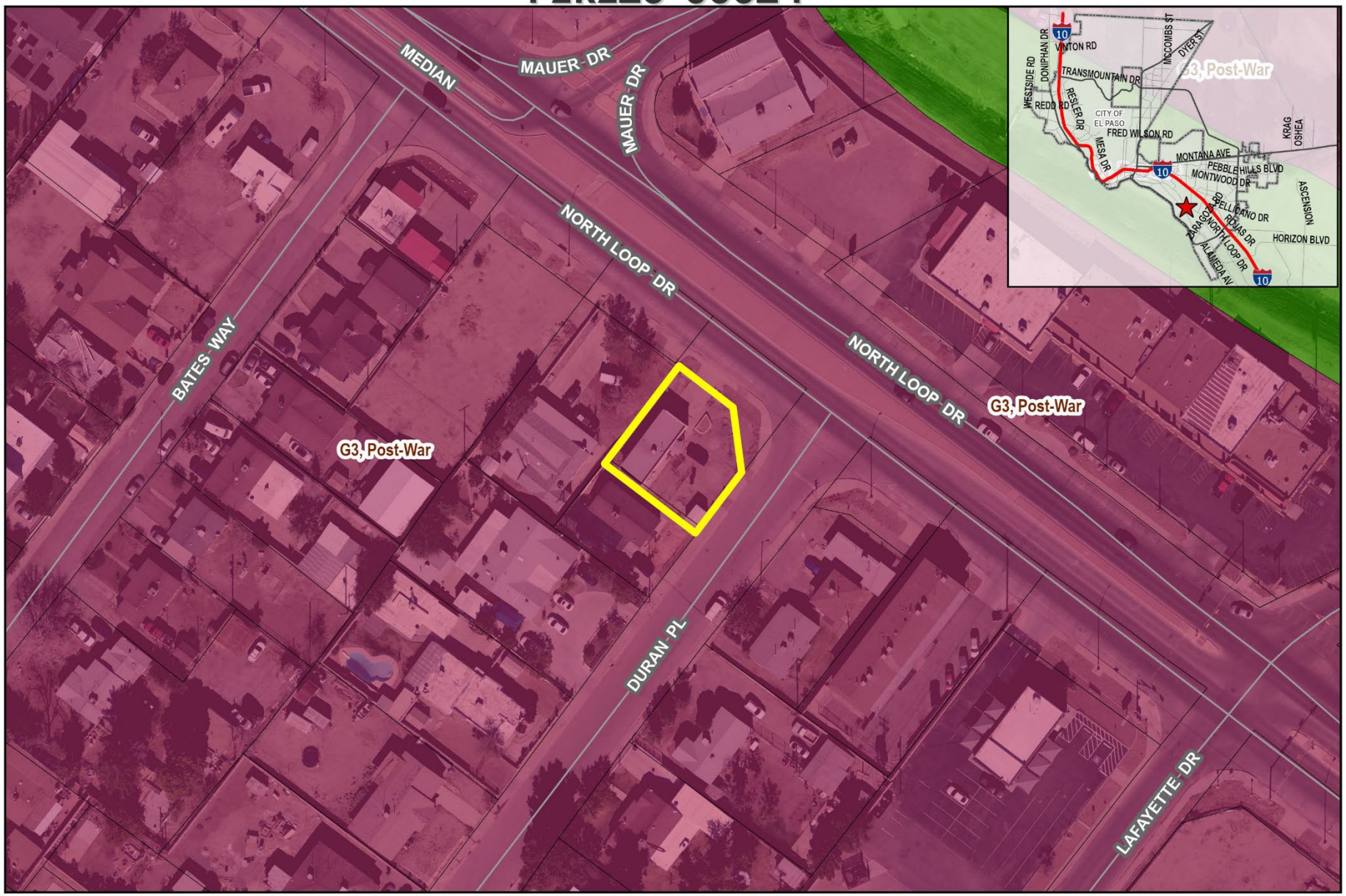
N W E S

Subject Property

0 20 40 80 120 160 Feet

Existing Zoning

PZRZ25-00024



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

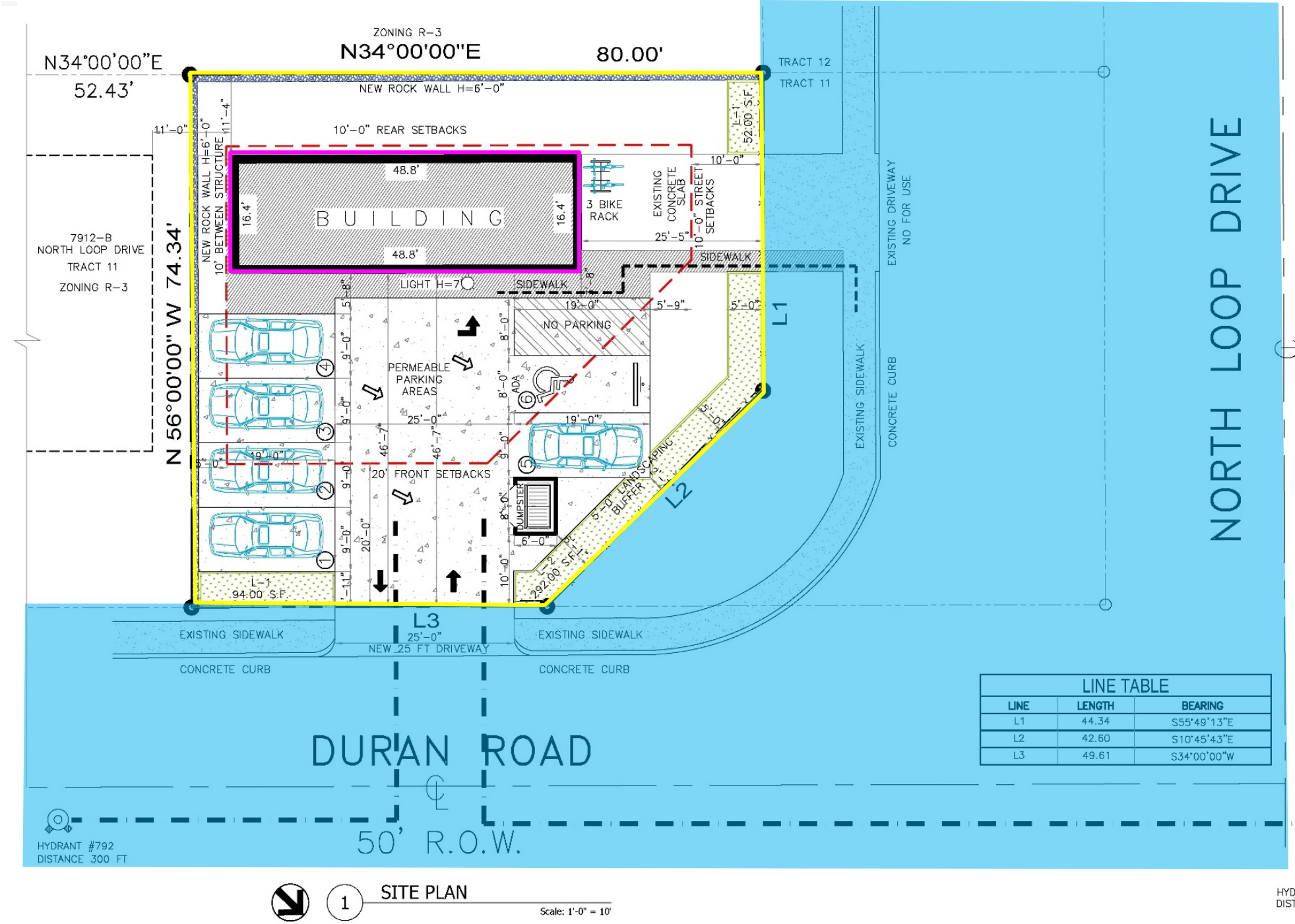
N W E S

Subject Property

0 20 40 80 120 160 Feet

Future Land Use Map

G-3, Suburban (Walkable): 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.



LINE TABLE		
LINE	LENGTH	BEARING
L1	44.34	S55°49'13"E
L2	42.60	S10°45'43"E
L3	49.61	S34°00'00"W

1 SITE PLAN
Scale: 1'-0" = 10'

Detailed Site Plan



Subject Property

Surrounding Development

N









W

S

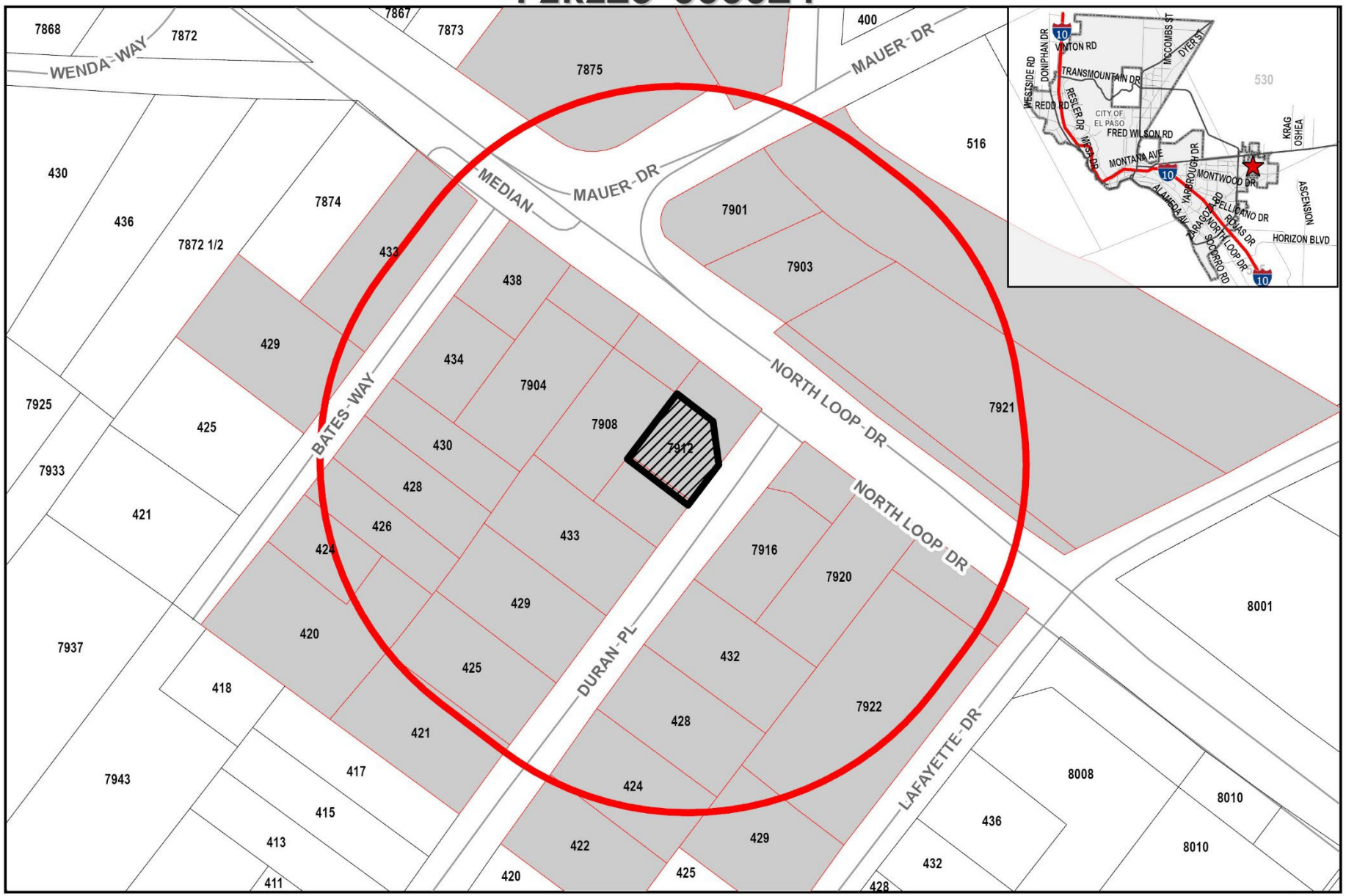
E

Public Input

- The applicant notified the Corridor 20 Civic Association, Mission Valley Civic Association, and the Rosedale Farms Neighborhood associations.
- Notices were mailed to property owners within 300 feet on January 16, 2026.
- The Planning Division has received a petition with 12 signatures in support and a petition with 21 signatures in opposition as well as 1 email in opposition to the request.



PZRZ25-000024



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

Subject Property
300 Feet Notice Area
Notified Properties

0 30 60 120 180 240 Feet

Notice Map

31 Notices
35 Properties

Recommendation

- Staff and CPC (5-1) recommend **APPROVAL WITH CONDITIONS** of the rezoning request. The conditions are as follows:

1. *That a five-foot (5') 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 North Loop Drive and Duran Road. Such buffer shall also include provision of thirty (30) shrubs. 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 or certificates of completion. No landscaping buffer shall be required on existing or proposed paved areas for vehicular or pedestrian access.*

Recommendation (cont.)

2. *The following uses are restricted: Automotive service station, motor vehicle repair minor, commercial fueling station, convenience store with gas pumps.*

3. No outdoor amplified sound shall be permitted.

Mission

Deliver exceptional services to support a high quality of life and place for our community

Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

Values

Integrity, Respect, Excellence, Accountability, People



File #: 26-0573, **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, Kevin Smith, (915) 212-1566
Planning and Inspections, Alejandra González, (915) 212-1506

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 6, Laura E. Mundy Survey No. 237, City of El Paso, El Paso County, Texas, from R-5/c (Residential/conditions to C-3/c (Commercial/conditions) and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

Subject Property: East of Desert North Boulevard and North of Transmountain Road
Applicant: EP Transmountain Residential, LLC
Case Number: PZRZ25-00023

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Planning and Inspections

AGENDA DATE: 5/12/26

PUBLIC HEARING DATE: 6/9/26

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Alejandra González **PHONE NUMBER:** (915) 212-1506

DISTRICT(S) AFFECTED: 1

AGENDA ITEM:

An Ordinance changing the zoning of a portion of Tract 6, Laura E. Mundy Survey No. 237, City of El Paso, El Paso County, Texas from R-5/c (Residential/conditions to C-3/c (Commercial/conditions). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

Subject Property: East of Desert North Boulevard and North of Transmountain Road
Applicant: EP Transmountain Residential, LLC
Case Number: PZRZ25-00023

ISSUE STATEMENT:

This item proposes to rezone the subject property East of Desert North Boulevard and North of Transmountain Road from R-5/c (Residential/conditions) to C-3/c (Commercial/conditions) to allow for a public utility facility and other retail establishment. The request is being reviewed in accordance with El Paso City Code Title 20 - Zoning and Plan El Paso, the City's Comprehensive Plan. City Plan Commission (CPC) unanimously recommended approval with modified conditions of the request.

BACKGROUND:

The applicant is requesting to rezone the subject property from R-5/c (Residential/conditions) to C-3/c (Commercial/conditions) to allow for the use of a public utility service and other retail establishment. 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. Staff and City Plan Commission recommend conditions to safeguard the property and surrounding development from negative impacts to residents.

As of April 28 2026, the Planning Division has not received any communication in support or opposition to the rezoning request. See attached staff report for additional information.

COUNCIL OPTIONS:

Approve
Approve with Conditions - CPC recommendation
Deny - Staff recommendation

COMMITTEE REVIEW AND/OR RECOMMENDATION:

City Plan Commission recommended 6-0 to approve with modified conditions of the proposed rezoning on February 26, 2026.

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

There are no registered neighborhood associations applicable to the subject property. Public notices were sent to all property owners within 300 feet of the subject property.

RELATED CITY POLICIES:

El Paso City Code Title 20 - Zoning, Plan El Paso

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

☐ *Legal counsel reviewed as a part of Council packet*

☑ *Legal counsel reviewed in advance of packet as an individual item*

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

See attached.

NAME	AMOUNT ($)

ATTACHMENTS:

A. Ordinance
B. Staff Report
C. Contribution Form

FOR MORE INFORMATION:

Luis Zamora, Chief Planner (915) 212-1552 ZamoraLF@elpasotexas.gov

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

SIGNATURE: Kevin Smith for Philip Etiwe

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

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF TRACT 6, LAURA E. MUNDY SURVEY NO 237, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-5/C (RESIDENTIAL/CONDITIONS) TO C-3/C (COMMERCIAL/CONDITIONS), 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 6, Laura E. Mundy Survey No. 237, 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-3/c (Commercial/conditions)**, 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 intensity of use in proximity to residential zoned areas 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. *The following uses are restricted:*
   - *Automobile (sales, service, storage & rental)*
   - *Bus (sales, service, storage & rental)*
   - *Contractor yard (small)*
   - *Home improvement center*
   - *Industrial equipment repair*
   - *Light truck (sales, service, storage & rental)*
   - *Transportation terminal, Type A*

2. *That a detailed site development plan be reviewed and approved per City Code prior to the issuance of certificates of occupancy or certificates of completion.*

3. *A twenty-foot (20') 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 line abutting residential 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.*

4. *Commercial truck loading and unloading area for deliveries shall be located no closer than fifty feet (50') to residential zone districts.*

5. *No building shall be constructed closer than fifty feet (50') to the property lines adjacent to residential zone districts.*

6. *No heavy truck ingress or egress shall be permitted to the south of the property.*

7. *That a minimum 500-foot distance be required between any establishments deriving 51% or more of their income from the sale of alcoholic beverages for on-premise consumption.*

8. *No outdoor amplified sound is permitted.*

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 _____, **2026**.

THE CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russell T. Abeln
_____
Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Kevin Smith for
_____
Philip F. Etiwe, Director
Planning & Inspections Department

EXHIBIT "A"

Prepared for: Southwest Land Development Services Inc.
March 17, 2026

METES AND BOUNDS DESCRIPTION

Description of a parcel of land, being a portion of Tract 6, Laura E. Mundy Survey No. 237, City of El Paso, El Paso County, Texas and being more particularly described by Metes and Bounds as follows:

Commencing for reference a found ½" rebar with cap marked TX 5152 for the centerline intersection of Tony Conde Drive Enchanted Pass Dr. Thence along the centerline of Tony Conde Drive North 89°34'22" East a distance of 500.71 feet to a point; Thence leaving said centerline North 03°12'50" East a distance of 32.35 feet to a set ½" rebar with cap marked TX 5152 on the northerly right of way line of Tony Conde Drive for the **"TRUE POINT OF BEGINNING"**

Thence along said right of way line, 220.93 feet along the arc of a curve to the right which has a radius of 2968.00 feet a central angle of 04°15'54" a chord which bears South 86°54'22" West a distance of 220.88 feet to a set 1/2" rebar with cap marked TX 5152;

Thence along said right of way line 88.14 feet along the arc of a curve to the right which has a radius of 600.00 feet a central angle of 08°24'59" a chord which bears North 86°45'11" West a distance of 88.06 feet;

Thence along said right of way line 84.38 feet along the arc of a curve to the left which has a radius of 1000.00 feet a central angle of 04°50'04" a chord which bears North 84°57'44" West a distance of 84.35 feet;

Thence 46.35 feet along the arc of a curve to the right which has a radius of 55.00 feet a central angle of 48°16'53" a chord which bears North 63°14'20" West a distance of 44.99 feet to a set 1/2" rebar with cap marked TX 5152;

Thence 73.56 feet along the arc of a curve to the right which has a radius of 110.00 feet a central angle of 38°18'46" a chord which bears North 19°56'30" West a distance of 72.19 feet to a set 1/2" rebar with cap marked TX 5152 on the easterly right of way line of Enchanted Pass Dr.;

Thence along the easterly right of way line of Enchanted Pass Drive the following 6 courses;

33.31 feet along the arc of a curve to the left which has a radius of 1000.00 feet a central angle of 01°54'30" a chord which bears North 01°44'22" West a distance of 33.31 feet to a set 1/2" rebar with cap marked TX 5152;

62.14 feet along the arc of a curve to the right which has a radius of 600.00 feet a central angle of 05°56'03" a chord which bears North 00°16'24" East a distance of 62.12 feet to a set 1/2" rebar with cap marked TX 5152;

North 03°14'26" East a distance of 132.04 feet to a set ½" rebar with cap marked TX 5152;

61.00 feet along the arc of a curve to the right which has a radius of 1500.00 feet a central angle of 02°19'48" a chord which bears North 04°24'20" East a distance of 61.00 feet to a set 1/2" rebar with cap marked TX 5152;

61.70 feet along the arc of a curve to the left which has a radius of 1500.00 feet a central angle of 02°21'24" a chord which bears North 04°23'32" East a distance of 61.70 feet to a set 1/2" rebar with cap marked TX 5152;

North 03°12'50" East a distance of 450.00 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 465.00 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 03°12'50" West a distance of 862.74 feet to the **TRUE POINT OF BEGINNING"** and containing 408,669 Square Feet or 9.38 acres of land more or less.

Note: A drawing of even date accompanies this description.

Ron R. Conde
R.P.L.S. No. 5152

STATE OF TEXAS
REGISTERED
RONALD ROBERT CONDE
5152
PROFESSIONAL
LAND SURVEYOR

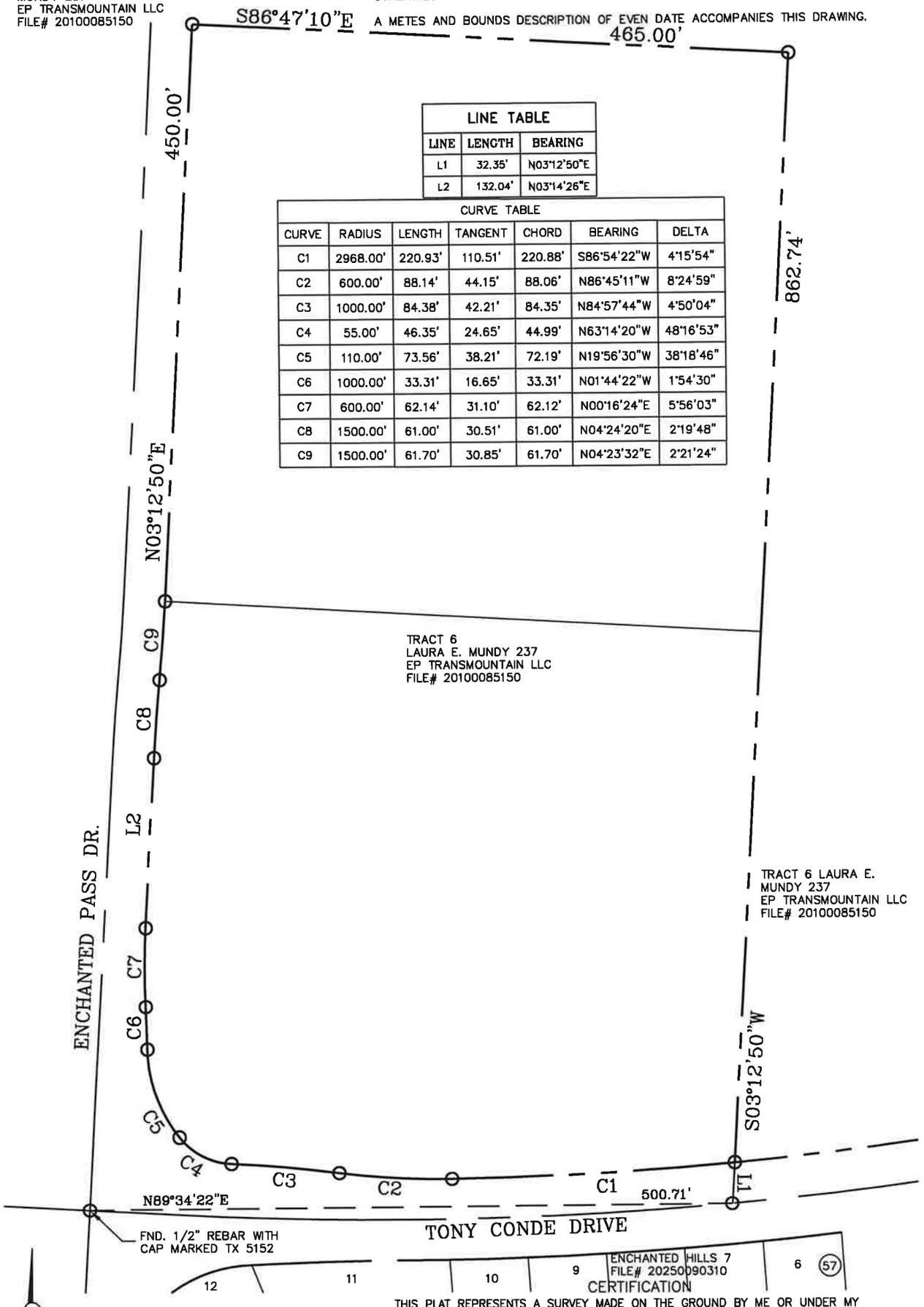
job #725-24

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM# 10078100

TRACT 6 LAURA E.
MUNDY 237
EP TRANSMOUNTAIN LLC
FILE# 20100085150

NOTES: SET 1/2" REBARS WITH CAPS MARKED TX 5152 ON ALL CORNERS UNLESS OTHERWISE NOTED.

A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING.



LINE TABLE		
LINE	LENGTH	BEARING
L1	32.35'	N03°12'50"E
L2	132.04'	N03°14'26"E

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	2968.00'	220.93'	110.51'	220.88'	S86°54'22"W	4°15'54"
C2	600.00'	88.14'	44.15'	88.06'	N86°45'11"W	8°24'59"
C3	1000.00'	84.38'	42.21'	84.35'	N84°57'44"W	4°50'04"
C4	55.00'	46.35'	24.65'	44.99'	N63°14'20"W	48°16'53"
C5	110.00'	73.56'	38.21'	72.19'	N19°56'30"W	38°18'46"
C6	1000.00'	33.31'	16.65'	33.31'	N01°44'22"W	1°54'30"
C7	600.00'	62.14'	31.10'	62.12'	N00°16'24"E	5°56'03"
C8	1500.00'	61.00'	30.51'	61.00'	N04°24'20"E	2°19'48"
C9	1500.00'	61.70'	30.85'	61.70'	N04°23'32"E	2°21'24"

CERTIFICATION

THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF BASED ON THE FACTS EXISTING AT TIME OF THIS SURVEY.

RON R. CONDE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 5152

SCALE: 1"=100'

JOB # 725-24 TEXAS | DATE: MARCH 17, 2026 | FIELD: M.S. | OFFICE: C.C.

STATE OF TEXAS REGISTERED RONALD ROBERT CONDE 5152 PROFESSIONAL LAND SURVEYOR

BEING A PORTION OF TRACT 6,
LAURA E. MUNDY SURVEY NO. 237
CITY OF EL PASO, EL PASO COUNTY, TEXAS

CONDE INC.
6080 SURETY SUITE 100
EL PASO, TEXAS 79905, FIRM#10078100

CADD FILE: S:\SU\W\EPECO REZONING

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ALL RIGHTS RESERVED

North Desert and Transmountain

City Plan Commission — February 26, 2026

REZONING

CASE NUMBER:	**PZRZ25-00023**
CASE MANAGER:	Alejandra González, (915) 212-1506, GonzalezAG@elpasotexas.gov
PROPERTY OWNER:	EP Transmountain Residential, LLC
REPRESENTATIVE:	Conde, Inc.
LOCATION:	Generally East of North Desert Blvd. and North of Transmountain Rd. (District 1)
PROPERTY AREA:	9.38 acres
REQUEST:	Rezone from R-5/c (Residential/conditions) to C-3/c (Commercial/conditions)
RELATED APPLICATIONS:	None
PUBLIC INPUT:	None received as of February 19, 2026

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-5/c (Residential/conditions) to C-3/c (Commercial/conditions) to allow for the use of a public utility service and other retail establishment.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **DENIAL** of the C-3 (Commercial) rezoning request. The proposed C-3 (Commercial) zoning district and allowed uses are not appropriate for the property in relation to proposed adjacent single-family development and has the potential to negatively impact the character of the area.

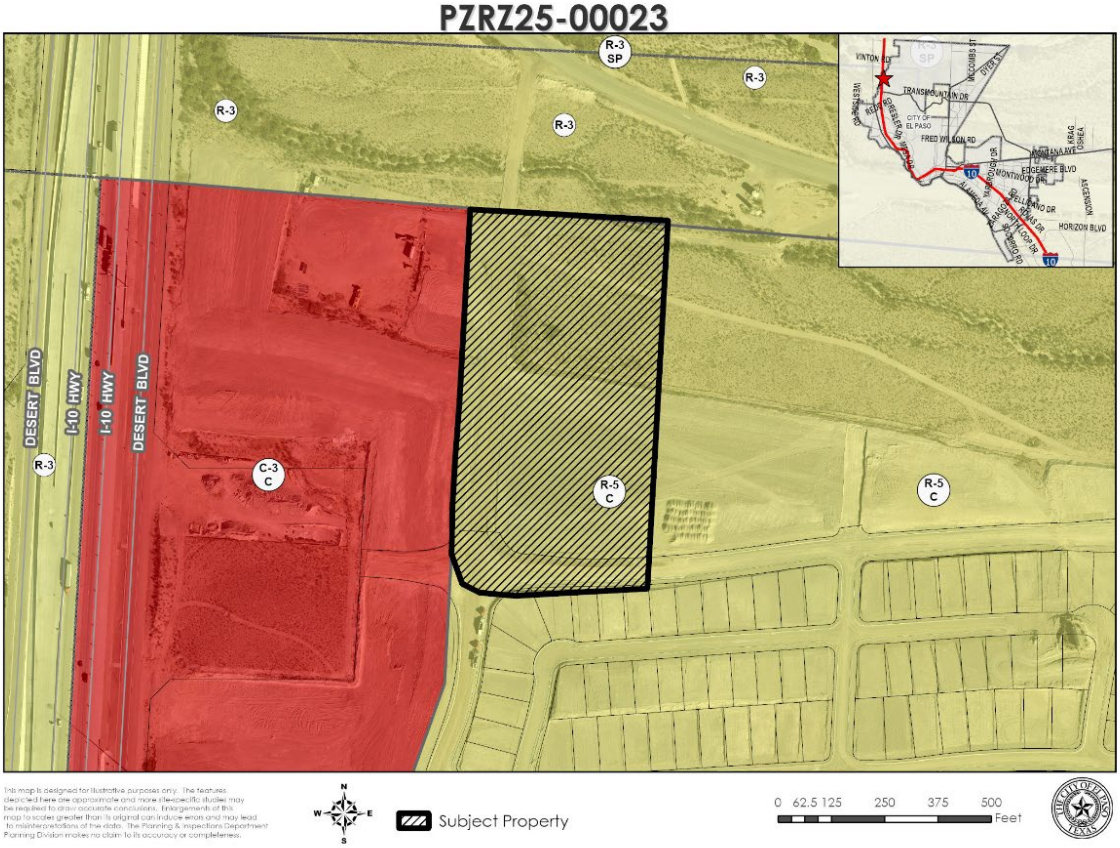


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from R-5/c (Residential/conditions) to C-3/c (Commercial/conditions) to allow for public utility service and other retail establishment. The size of the property is 9.38 acres and is currently vacant. The conceptual site plan shows a site for a proposed electric substation and four (4) retail buildings with vehicular traffic access via future roadways. The conceptual plan is not being reviewed for conformance and is not binding.

PREVIOUS CASE HISTORY: Ordinance No. 19286 (attachment 3), dated February 1, 2022, rezoned the subject property from R-MU (Residential Mixed Use) to R-5 (Residential) for a proposed residential development and imposed the following applicable condition to Parcel 1:

> *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 has been fulfilled.**

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed zoning district is not compatible with proposed residential development as per platted single-family lots to the south and the adjacent proposed park to the east. The proposed C-3 (Commercial) zoning district has the potential to allow uses not suitable or desired in the area, such as heavy automotive and transportation uses, that can negatively impact the character of the adjacent residential neighborhood. Possible conditions to the rezoning were considered to protect adjacent single-family development, but were deemed excessive due to the proposal's incompatibility.

Moreover, the proposed uses of public utility service facility and other retail can be achieved on less intense commercial zoning districts without introducing other uses that can negatively impact residential areas, or the uses can be developed on existing C-3 (Commercial) zoned property to the west and along Interstate 10. The area and surrounding properties are proposed to be developed as a single-family subdivision with abutting properties to the north and east zoned R-3 (Residential) and R-5 (Residential); property to the south zoned R-5/c (Residential/conditions); and properties to the west zoned C-3/c (Commercial/conditions). The closest school is Canutillo High School located 4.0 miles away and the closest park is Enchanted Hills Park #3 located 1.6 miles away.

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **G-4, Suburban (Walkable):** This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.	Yes. The subject property and the proposed C-3 (Commercial) zoning district meet the G-4, Suburban (Walkable) Future Land use designation of *Plan El Paso.*

Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **C-3 (Commercial) District:** The purpose of these districts is to provide for locations for the most intensive commercial uses intended to serve the entire city. It is intended that the district regulations permit heavy commercial uses characterized by automotive and light warehousing. The regulations of the districts are intended to provide a transition from general business areas to industrial and manufacturing uses, and to accommodate major locations of commerce, service and employment activities.	No. While the proposed zoning district would match that of adjacent property to the west, the proposed zoning district is not compatible with adjacent residential zoning districts to the North, East, and South.
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.	No. While the subject property is adjacent to property zoned C-3 (Commercial), the proposed rezoning would allow a higher intensity zoning district to continue to extend into single-family zoned areas. Additionally, the subject property is proposed at the corner of future roadways being the proposed Tony Conde Drive and Enchanted Pass Drive, but immediately adjacent to residential zoned property without properly transitioning in intensity.
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 proposed development is not within any historic districts or study area plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed C-3 (Commercial) zoning district has the potential to allow uses not suitable or desired in close proximity to residential development, such as heavy automotive and transportation uses, which can negatively impact the character of the adjacent residential neighborhood.
Natural Environment: Anticipated effects on the natural environment.	None. There are no anticipated effects on the natural environment.
Stability: Whether the area is stable or in transition.	The area is in transition as is being developed into a residential subdivision along Northwestern Drive and as commercial developments along Interstate 10. The properties to the south at Hunter Foster Drive were rezoned from R-5 (Residential) to C-2 (Commercial) in 2022. Furthermore, the corner lot to the south along Northwestern Drive and Hunter Foster Drive was rezoned from R-5 (Residential) to C-1 (Commercial) in 2025.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The proposed development will have future access to proposed roadways. Additionally, the subject property will need to provide adequate infrastructure at the time of platting and prior to development. No public transit facilities exist within walking distance (0.25 miles) of the subject property.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: Planning staff recommends denial of the proposed C-3 (Commercial) request due to incompatibility with the adjacent residential districts and not meeting the character of future development. Staff has considered imposing conditions, but were found to be excessive and possibly getting into contract zoning in order to protect the nearby residential zone areas. Some of the conditions considered include restricting uses, implementing buffers and setbacks, and limiting commercial truck ingress and egress.

PUBLIC COMMENT: There are no registered neighborhood association applicable to the subject property. As required, public notices were mailed to property owners within 300 feet on February 13, 2026. As of February 19, 2026 the Planning Division has not received any other communication in support or opposition to the request.

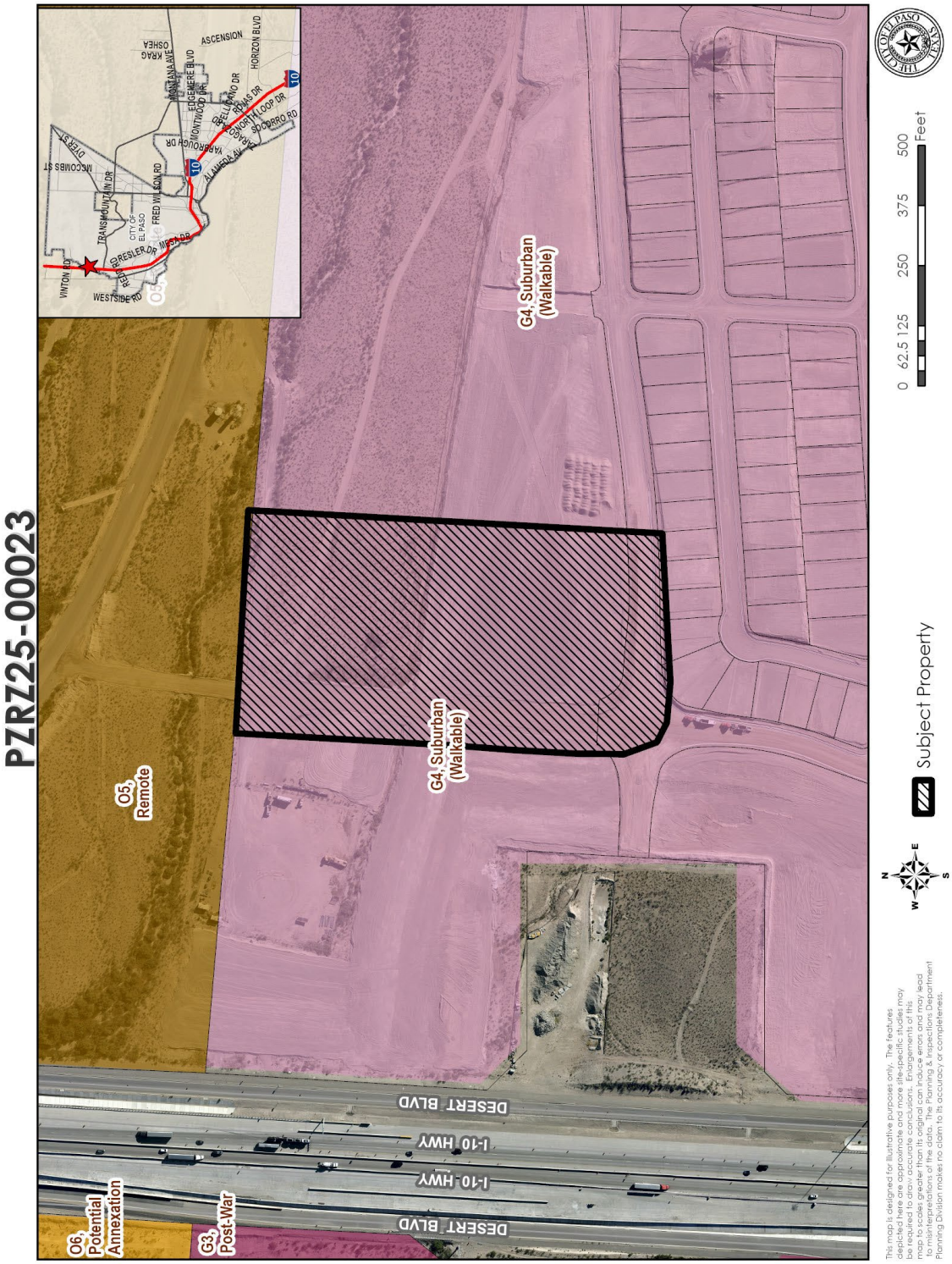
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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.
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.

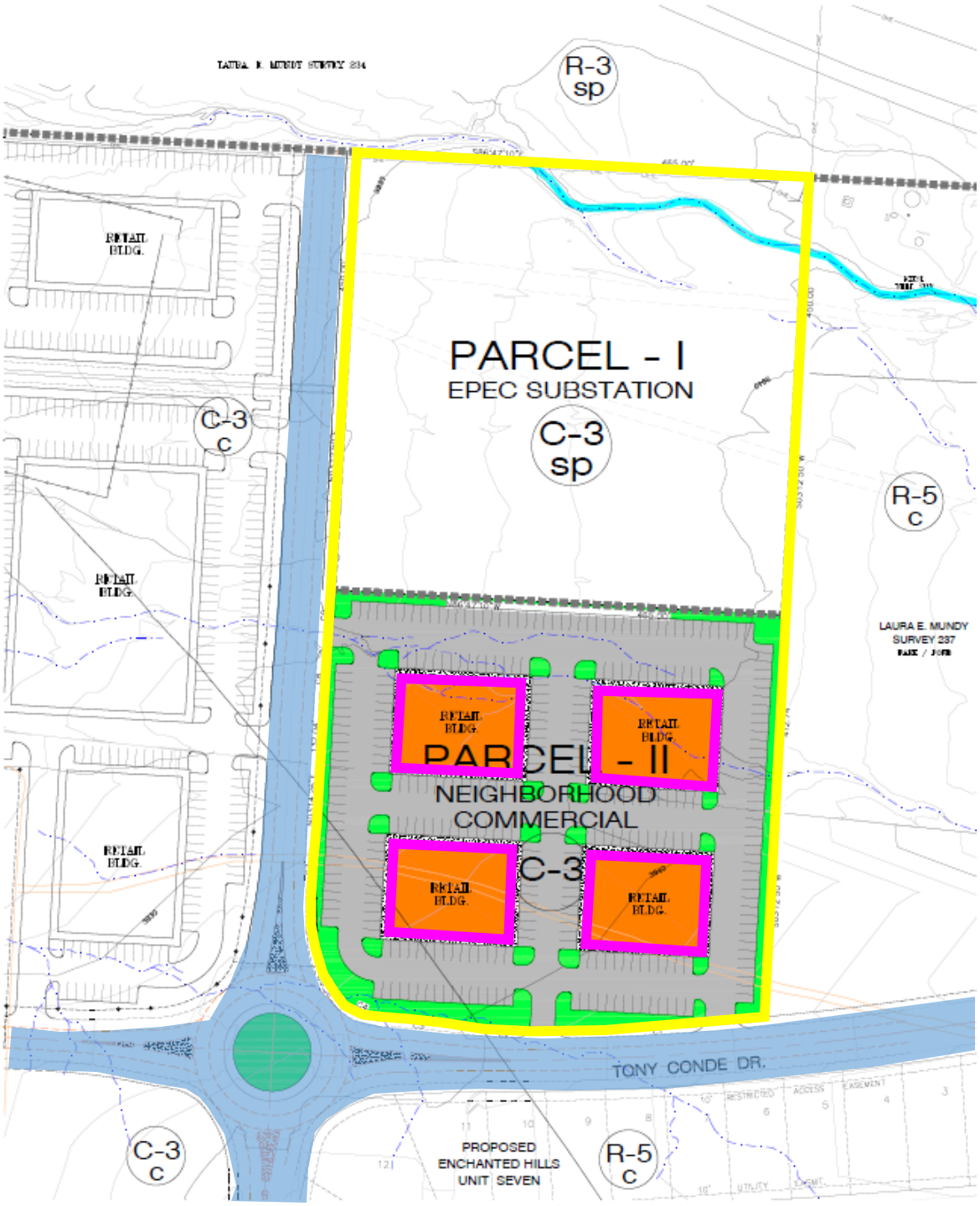
ATTACHMENTS:

1. Future Land Use Map
2. Generalized Plot Plan
3. Ordinance No. 19286, dated February 1, 2022
4. Department Comments
5. Neighborhood Notification Boundary Map

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

47

ORDINANCE NO. 019286

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:

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 Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Evy A. Sotelo
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
Philip F. Etiwe, Director
Planning & Inspections Department

019286

ORDINANCE NO. _____ **Zoning Case No: PZRZ21-00024**

Rezoning Ordinance | PZRZ21-00024 Northwestern | Hunter Foster | Enchanted Pass
21-1007-2823 | 1133725 | EAS

REZONING PLAN
BEING A PORTION OF TRACTS 4B, 4B1, 5A, 5B, AND 6, LAURA E. MUNDY SURVEY 237; PORTION OF TRACTS 9B, 9B1, AND 9B2, LAURA E. MUNDY SURVEY 238; AND A PORTION OF ESCHANTILLS UNIT FIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS
PARCEL - I
R-5
PARCEL - II
C-2
PARCEL III
C-3
COLLECTOR ARTERIAL
U.S. INTERSTATE HIGHWAY No. 10
CONDE INC.
PARCEL ACRES PROPOSED ZONING EXISTING ZONING
I 232.640 R-5 R-5 SP
II 14.165 C-2 R-5 SP
III 4.064 C-3 R-5 SP

EXHIBIT B
ENCHANTED HILLS
LAND STUDY PLAN
BEING ALL OF TRACTS B, 9A, 9B, 9B1, 9C, LAURA E. MUNDY SURVEY 238,
ALL OF TRACTS 4A, 4B1, 4B2, 4C, 4D, 4E, LAURA E. MUNDY SURVEY 237,
AND A PORTION OF BELLE G. MUNDY SURVEY 244
CITY OF EL PASO, EL PASO COUNTY, TEXAS
LEGEND
LAND USE
AREA ac. (±)
RESIDENTIAL
MIXED-USE
COMMERCIAL
DETENTION POND
SCHOOL
PARK
OPEN SPACE
ROW DEDICATION
TOTAL AREA
Future Commercial
LOCATION MAP
U.S. INTERSTATE HIGHWAY No. 10
LAURA E. MUNDY SURVEY 238
GONDE INC.

ATTACHMENT 4

Planning and Inspections Department - Planning Division

Staff recommends to consider a request to a low intensity commercial district for the property to allow for the proper transition from existing C-3 (Commercial) zoned property along Interstate 10 into existing R-5 (Residential) zoned property to the east and south of the subject property.

Staff reviewed the request to C-3 (Commercial) and identified the following potential conditions to safeguard adjacent properties as part of such request:

1. Restrict the following uses:
    - Automobile (sales, service, storage & rental)
    - Automotive repair garage
    - Bus (sales, service, storage & rental)
    - Contractor yard (small)
    - Home improvement center
    - Industrial equipment repair
    - Light truck (sales, service, storage & rental)
    - Material sales (building & construction)
    - Motor vehicle repair, major
    - Transportation terminal, Type A
2. A detailed site development plan prior to certificates of occupancy or completion.
3. A twenty-foot (20') landscaped buffer abutting residential districts or uses.
4. Commercial truck loading and unloading area for deliveries shall be located no closer than 50-feet (50') to residential zone districts.
5. No buildings shall be constructed closer than fifty (50) feet to the property lines adjacent to residential zone districts.
6. No heavy truck ingress or egress shall be permitted to and from the south of the property.
7. That a minimum 500-foot distance be required between any establishments deriving 51% or more of their income from the sale of alcoholic beverages for on-premise consumption.
8. No outdoor amplified sound is permitted.

Staff recommends **DENIAL** of the C-3 (Commercial) rezoning request as the proposed C-3 (Commercial) zoning district and conditions considered are not appropriate for the property in relation to existing platted lots for single-family and other proposed development as per the Enchanted Hills Land Study. This can potentially lead the way into contract zoning and still not address possible future nuisances to the single-family residential areas.

Additionally, per Streets and Maintenance Department either a TIA is required or that a TIA deferral to the subdivision plat is granted.

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.

Environment Services
No comments.

Sun Metro
No comments received.

Streets and Maintenance Department
Traffic & Transportation Engineering
As per City Code 19.18.010.B.1.B, greater than 100 peak hour trips, therefore a TIA is required.
As per City Code 19.18.010.B.4, applicant may request a deferral to a TIA study if development generates less than 500 peak hour trips and for the property proposed for rezoning has not yet been platted a formal letter for such a request is required for the designee (City Traffic Engineer).

Streets Lighting:
North Desert Blvd. is a Texas Department of Transportation (TXDoT) right-of-way ROW. Street Lights Department requires that all projects that involve a roadway are to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department. For the development of a subdivision a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals**. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site***. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)* and any other applicable standards or requirements of the city. City of El Paso Codes to be followed: *Title 19 - 19.16.010 - Streetlighting. **18.18.190 – Submission contents. *** 19.02.040 Criteria for approval.

Contract Management:
No objection on proposed rezoning.

El Paso Water
EPWater does not object to this request.

The Owner/Developer of Enchanted Hills Unit 7 will be entering into a Development Agreement with the El Paso Water – Public Service Board (EPWater-PSB) to construct, 8-inch diameter water mains and 8-inch diameter sanitary sewer mains to provide service to this property. The Developer's utility contractor will install the required water and sanitary sewer mains which will be available for permanent service once EPWater-PSB issues a Letter of Final Acceptance of the facilities.

The subject property is located within the City of El Paso Westside Impact Fee Service Area. Impact fees will be assessed at the time of plat and collected after the El Paso Water receives an application for water and/or sanitary sewer services.

General
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 911 District
No comments or concerns regarding this zoning.

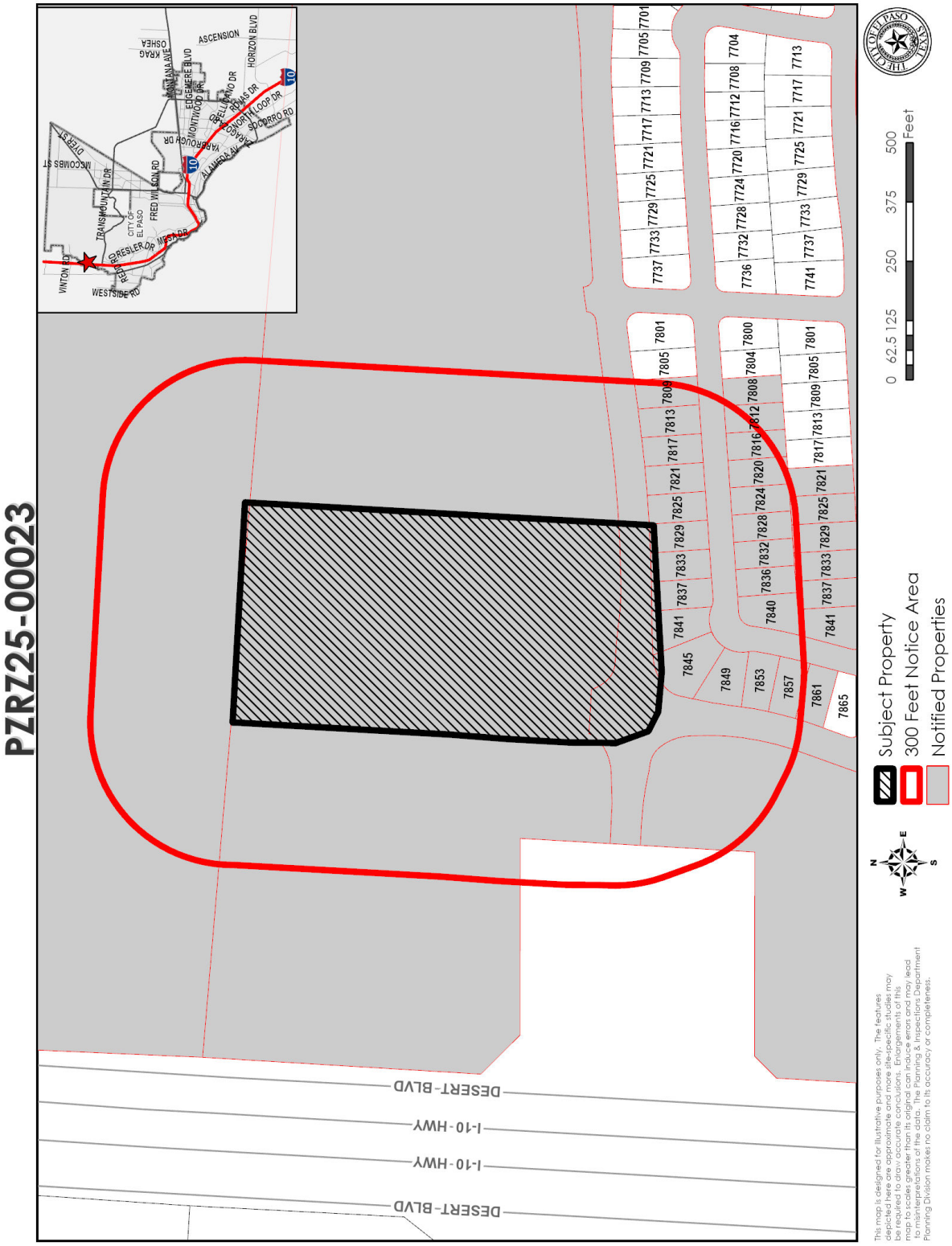
Texas Department of Transportation
No comments received.

El Paso County Water Improvement District #1
No comments received.

Texas Gas Service
No comments.

El Paso Electric
Please have the developer note a 10' wide easement around the proposed Parcel II for future development.

ATTACHMENT 5



DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Douglas A Schwartz
Business Name	EP Transmountain Residential, LLC
Agenda Item Type	Rezoning
Relevant Department	Planning

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☐ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☒ I have made campaign contributions or donations totaling an aggregate of $500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor	Renard Johnson	$15,000
District 1	Alejandra Chavez	$4,500
District 2	Josh Acevedo	$500
District 3	Deanna Maldonado-Rocha	$1,000
District 4		
District 5		
District 6	Art Fierro	$3,500
District 7		
District 8	Chris Canales	$1,000

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____ Date: 9/17/2025

File #: 26-0574, **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, Kevin Smith, (915) 212-1566
Planning and Inspections, Alejandra González, (915) 212-1506

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of Lots 1 through 10, Block 28, Alexander Addition, 1401 N. Mesa Street, City of El Paso, El Paso County, Texas from A-3 (Apartment) to C-1 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

Subject Property: 1401 N. Mesa Street
Applicant: Dirty Freddy, LLC
Case Number: PZRZ25-00031

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Planning and Inspections

AGENDA DATE: 5/12/26

PUBLIC HEARING DATE: 6/9/26

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Alejandra González **PHONE NUMBER:** (915) 212-1506

DISTRICT(S) AFFECTED: 8

AGENDA ITEM:

An Ordinance changing the zoning for the property described as Lots 1 through 10, Block 28, Alexander Addition, City of El Paso, El Paso County, Texas from A-3 (Apartment) to C-1 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

Subject Property: 1401 N. Mesa Street
Applicant: Dirty Freddy, LLC
Case Number: PZRZ25-00031

ISSUE STATEMENT:

The applicant proposes to rezone the for property at 1401 N. Mesa Street from A-3 (Apartment) to C-1 (Commercial) to allow for a restaurant. The request is being reviewed in accordance with El Paso City Code Title 20 - Zoning and Plan El Paso, the City's Comprehensive Plan.

BACKGROUND:

The applicant is requesting to rezone the subject property from A-3 (Apartment) to C-1 (Commercial) to allow for a restaurant. 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. Staff and City Plan Commission recommend conditions to safeguard the property and surrounding development from negative impacts to residents.

As of April 28 2026, the Planning Division has not received any communication in support or opposition to the rezoning request. See attached staff report for additional information.

COUNCIL OPTIONS:

Approve - Approve of the request
Approve with Conditions - Approve of the request with conditions (Staff and CPC recommendation)
Deny - Denial of the request

COMMITTEE REVIEW AND/OR RECOMMENDATION:

City Plan Commission recommended 6-1 to approve the proposed rezoning, on March 26, 2026.

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

Applicant notified appropriate neighborhood associations of the request prior to submittal of a complete application. Public notices were sent to all property owners within 300 feet of the subject property.

RELATED CITY POLICIES:

El Paso City Code Title 20 - Zoning, Plan El Paso

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

☐ *Legal counsel reviewed as a part of Council packet*

☑ *Legal counsel reviewed in advance of packet as an individual item*

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

See attached.

NAME	AMOUNT ($)

ATTACHMENTS:

A. Ordinance
B. Staff Report
C. Contribution Form

FOR MORE INFORMATION:

Luis Zamora, Chief Planner (915) 212-1552 ZamoraLF@elpasotexas.gov

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

SIGNATURE: Kevin Smith for Philip Etiwe

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

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF LOTS 1 THROUGH 10, BLOCK 28, ALEXANDER ADDITION 1401 N. MESA STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM A-3 (APARTMENT) TO C-1 (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 **Lots 1 through 10, Block 28, Alexander Addition, 1401 N. Mesa Street**, located in the City of El Paso, El Paso County, Texas, be changed from **A-3 (Apartment)** to **C-1 (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 neighborhood character and the increased intensity of use generated by the change of zoning in order to protect the health, safety and welfare of the residents of the City:

1. *That no vehicular ingress or egress be permitted along Mesa Street.*

2. *That no less than 80% of the building façade shall be setback more than twenty feet (20') from the property line along Mesa Street.*

3. *That a detailed site development plan be reviewed and approved per City Code prior to the issuance of certificates of occupancy or certificates of completion.*

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 _____, 2026.

THE CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

Kevin Smith for
Philip F. Etiwe, Director
Planning & Inspections Department

1401 N. Mesa

City Plan Commission — March 26, 2026

REZONING

CASE NUMBER:	**PZRZ25-00031**
CASE MANAGER:	Alejandra González, (915) 212-1506, GonzalezAG@elpasotexas.gov
PROPERTY OWNER:	Dirty Freddy, LLC
REPRESENTATIVE:	Charlie Gomez – EP Grotto, LLC
LOCATION:	1401 N. Mesa St. (District 8)
PROPERTY AREA:	0.73 acres
REQUEST:	Rezone from A-3 (Apartment) to C-1 (Commercial)
RELATED APPLICATIONS:	None
PUBLIC INPUT:	None received as of March 19, 2026

SUMMARY OF REQUEST: The applicant is proposing to rezone the subject property from A-3 (Apartment) to C-1 (Commercial) to allow for a restaurant.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL WITH CONDITIONS** of the rezoning request. The proposed zoning district is compatible with the commercial uses in the surrounding area and consistent with *Plan El Paso*, the City's Comprehensive Plan, and the G-2, Traditional Neighborhood Future Land Use Designation. The conditions are the following:

1. That no vehicular ingress or egress be permitted along Mesa Street.
2. That no less than 80% of the building facade shall be set back no more than twenty feet (20') from the property line along Mesa Street.
3. That a detailed site development plan be reviewed and approved per City Code prior to the issuance of certificates of occupancy or certificates of completion.

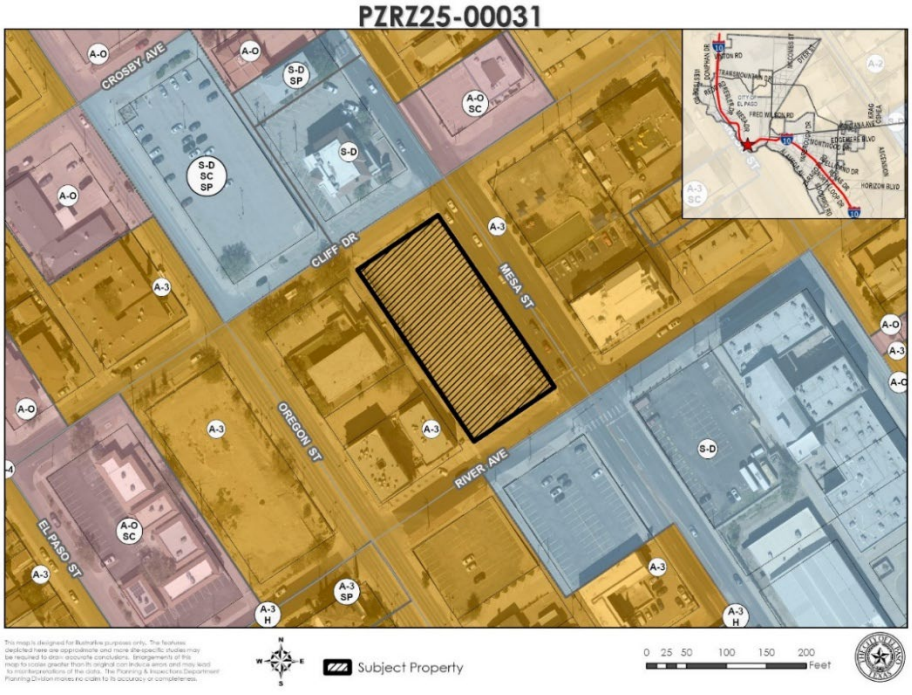


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is proposing to rezone the subject property from A-3 (Apartment) to C-1 (Commercial) to allow for a proposed restaurant. The subject property is 0.73 acres in size and has been vacant since approximately 2023. The conceptual site plan shows the proposed layout for the restaurant, drive-thru, and parking areas. Vehicular access to the property is from Cliff Drive and River Avenue. The conceptual plan is not being reviewed for compliance with zoning requirements and is not binding.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The Downtown, Uptown, and Surrounding Neighborhoods Master Plan objective is to enhance livability and economic prosperity and improve pedestrian connectivity to existing neighborhoods for a more sustainable city. One of the policies implemented by this plan is promoting infill development, which the proposal is aiming to achieve in order to realize the plan's vision.

The proposed zoning district and restaurant development are in character with surrounding zoning districts and the neighboring uses. Properties to the northwest across Cliff Drive and to the southwest across River Avenue are zoned S-D (Special Development) and include business and professional offices and a parking lot; properties to the northeast across Mesa Street and to the southwest across the alley are zoned A-3 (Apartment) and include a school, professional office, and apartment buildings. The nearest school, El Paso Country Day School, is 0.1 miles and the nearest park, Dunn Park, is 0.2 miles from the proposed development.

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **G-2, Traditional Neighborhood:** This sector includes the remainder of central El Paso as it existed through World War II. Blocks are small and usually have rear alleys; buildings directly face streets; schools, parks, and small shops are integrated with residential areas. This sector is wellsuited for use of the SmartCode as a replacement for current zoning when planned in conjunction with specific neighborhood plans or identified in this Comprehensive Plan.	Yes. The proposed restaurant development is compatible with the G-2, Traditional Neighborhood Land Use Designation of *Plan El Paso*. Restaurants and similar establishments attract major activity centers such as the nearby schools and offices, and promote a shared community for students, workers, and residents of nearby neighborhoods.
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **C-1 (Commercial) District:** The purpose of these districts 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.	Yes. The proposed C-1 (Commercial) zoning district will provide the integration of commercial uses with S-D (Special Development), A-3 (Apartment), and A-O (Apartment/Office) zoning districts in the surrounding area. Vacant properties are an opportunity, and the Mesa Street corridor is a link between diverse districts. The policies of the Downtown, Uptown and Surrounding Neighborhoods Master Plan are designed to protect neighborhood character while promoting infill. The main goal of implementing the proposed conditions is to safeguard the character of the existing neighborhood.

Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.	Yes. The subject property is located along Mesa Street, which is designated as a major arterial and, with access from Cliff Drive and River Avenue which are designated as minor arterial and local street respectively in the City's Major Thoroughfare Plan (MTP) and are appropriate to serve the proposed development.
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.	Yes. The proposed development is within Downtown + Uptown & Surrounding Neighborhoods Plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community. However, staff recommends the proposed conditions in order to maintain the neighborhood's character. Mesa Street is owned and maintained by the Texas Department of Transportation (TxDOT) as State Highway 20, and is subject to design and access standards beyond the City's control. Traffic entering through Mesa Street will impact sidewalk and streetscape that promote walkability and bike transportation. Additionally, front setback conditions will prioritize building design and avoid surface parking as the frontage which contributes to a welcoming pedestrian friendly development.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is stable. However; The property located at 1551 Stanton Street was rezoned from A-O to R-MU in 2015 to allow for an apartment development.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The proposed development will have access from Cliff Drive and River Avenue via Mesa Street, which are designated as minor arterial, local street, and major arterial, respectively, in the City's Major Thoroughfare Plan. The classification of the roads is appropriate for the proposed development. Sidewalks and on-street parking are already present. Multiple bus routes, including Brio and the streetcar, run along Oregon Street. The nearest bus stop is 0.03 miles in proximity to the subject property.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: The location offers the opportunity to create spaces that will be favorable for both users and the proposed restaurant. Research of the surrounding areas of the subject property, show that there are building frontages along Mesa St., with parking lots located behind or to the sides. This is one of the priorities of the Downtown, Uptown, and Surrounding Neighborhoods Master Plan.

Staff intent for the section of Mesa Street is to have future development focus on the building and not the parking spaces. The proposed conditions will continue to maintain this character in the area and minimize negative visual impacts of parking areas and assist in improving pedestrian friendly design.

PUBLIC COMMENT: The subject property is located within the El Paso Central Business Association and the Sunrise Civic Group, which the applicant contacted. Notices were sent to property owners within 300 feet of the subject property on March 13, 2026. As of March 19, 2026, the Planning Division has not received any communication in support or opposition to the rezoning request.

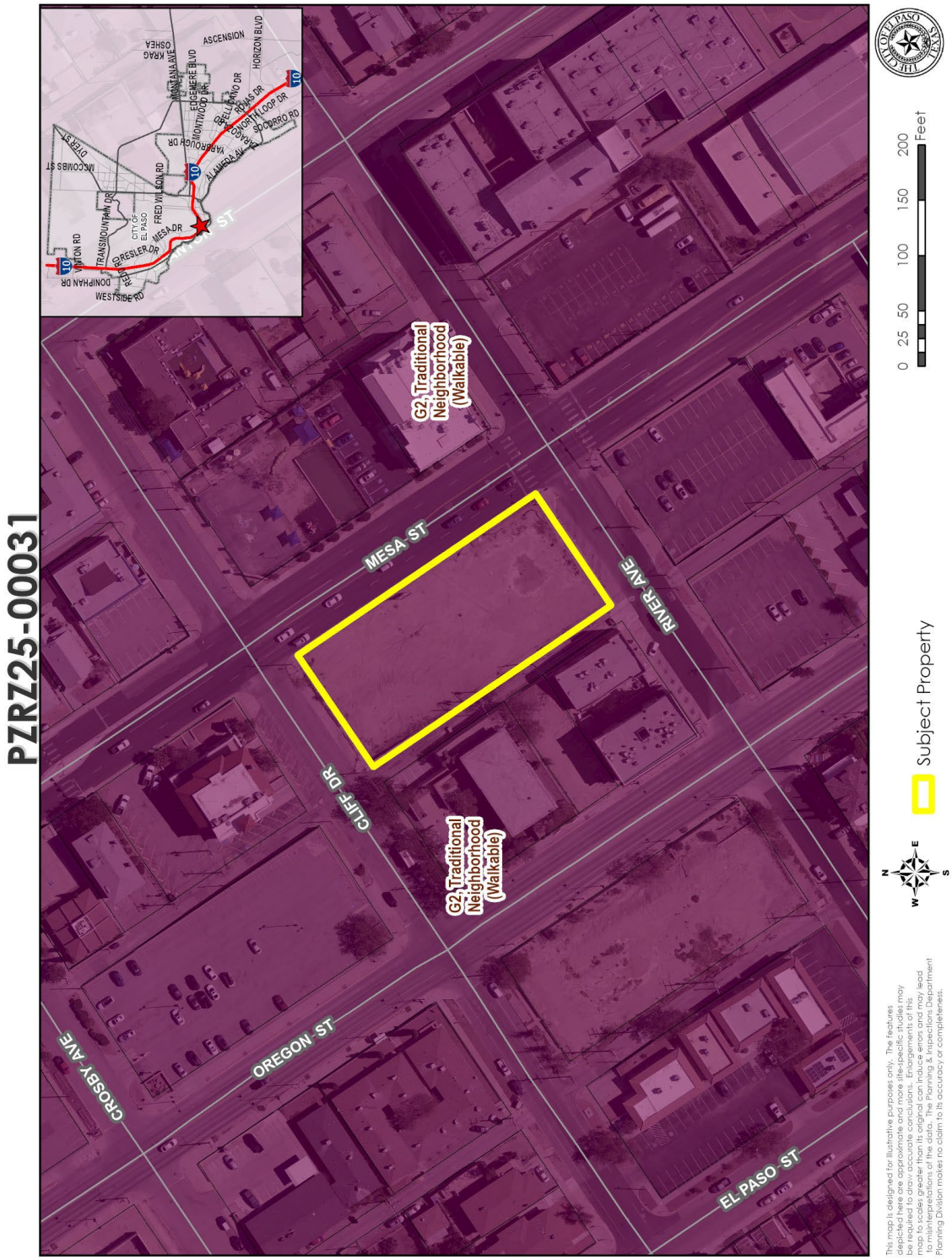
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
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. Generalized Plot Plan
3. Department Comments
4. Neighborhood Notification Boundary Map

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL WITH CONDITIONS** of the rezoning request. The proposed zoning district is compatible with the commercial uses in the surrounding area and consistent
with Plan El Paso, the City's Comprehensive Plan, and the G-2, Traditional Neighborhood Future Land Use Designation. The conditions are the following:

1. That no vehicular ingress or egress be permitted along Mesa Street.

2. That no less than 80% of the building facade shall be set back no more than twenty feet (20') from the property line along Mesa Street.

3. That a detailed site development plan be reviewed and approved per City Code prior to the issuance of certificates of occupancy or certificates of completion.

Planning and Inspections Department – Plan Review & Landscaping Division

1. 10-foot landscape buffer on street frontage will be required.
2. Street trees will be required on the parkway along E. Cliff Dr. and E. River Ave.

Note: Comments to be addressed at the permitting stage.

Planning and Inspections Department – Land Development

1. Specify if there will be a fence/wall along property line abutting the alley. Dimension alley access and specify if open driveway connectivity.
2. Abutting alley asphalt surface is in disrepair.
3. Show proposed drainage flow patterns on site plan and identify the discharge location(s) for all storm-water runoff into on site ponding.
4. Incorporate recessed landscape areas for rainwater harvesting infiltration detention allowing excess runoff water to overflow.

Note: Comments to be addressed at the permitting stage.

Fire Department

No adverse comments.

Police Department

No comments received.

Environment Services

No comments.

Sun Metro

No comments received.

Streets and Maintenance Department

Traffic & Transportation Engineering

No objections to rezoning application.

Streets Lighting:

Street Lights Department does not object to this request.

N. Mesa St. is a Texas Department of Transportation (TXDoT) right-of-way (ROW).

For the development of a subdivision a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals**. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site***. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)* and any other applicable standards or requirements of the city.

Street Lights Department requires that a project that involves a roadway is to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.
City of El Paso Codes to be followed:
*Title 19 - 19.16.010 - Streetlighting.
**18.18.190 – Submission contents.
*** 19.02.040 Criteria for approval.

Contract Management:
No objections to rezoning application.
For future development, a complete set of improvement plans shall be submitted for review.
Indicate that any proposed infrastructure improvements located within the city right-of-way must follow the design standards for construction (DSC), in accordance with its municipal code.
Indicate that any damage to existing infrastructure caused by the development of this project must be restore to its original or better condition.

El Paso Water
EPWater-PSB does not object to this request.
There is an existing 30-inch diameter water transmission main that extends E Cliff Dr., located approximately 7 1/2-feet south of and parallel to the northern right-of-way line. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

There is an existing 6-inch water main that extends along River St. This main is approximately 4-feet south of and parallel to northern the right-of-way line and available for service. Depending on water demand, infrastructure upgrade maybe required.

There is an existing 4-inch water main that extends along the alley between Mesa St. and Oregon St. This main is approximately 4-feet east of western alley line and available for service. Depending on water demand, infrastructure upgrade maybe required.

EPWater records indicate an active 1-inch water meter serving the subject property. The service address for this meter is 1401 N. Mesa St.

Previous water pressure from fire hydrant #2085 last tested 04/08/2022 located northeast of the intersection between Mesa St. and River St. has yield a static pressure of 60 psi, a residual pressure of 50 psi, and a discharge of 919 gpm.

Sanitary Sewer
There is an existing 8-inch diameter sanitary sewer main along the alley between Oregon Street and Mesa Street. This main dead-ends approximately 40-feet south of southern Cliff Dr. right-of-way line and available to provide service.

There is an existing 8-inch diameter sanitary sewer main that extends along River St. This main is approximately 35-feet north of and parallel to the southern right-of way and available to provide service.

There is an existing 8-inch diameter sanitary sewer main that extends along Cliff Dr., located approximately 35-feet north of and parallel to the southern right-of way and available to provide service.

General
Mesa Street is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within Mesa Street right-of-way require written permission from TxDOT.

During the site improvement work, the Owner/Developer shall safeguard the existing water/sanitary sewer mains and appurtenant structures located within the subdivision. The Owner/Developer shall minimize changes in grade above or near the vicinity of the existing PSB facilities and is responsible for the costs of setting appurtenant structures to final grade.

EPWater-PSB requires a new service application to provide additional 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:
EP Water-SW reviewed the property described above and provided the following comments:

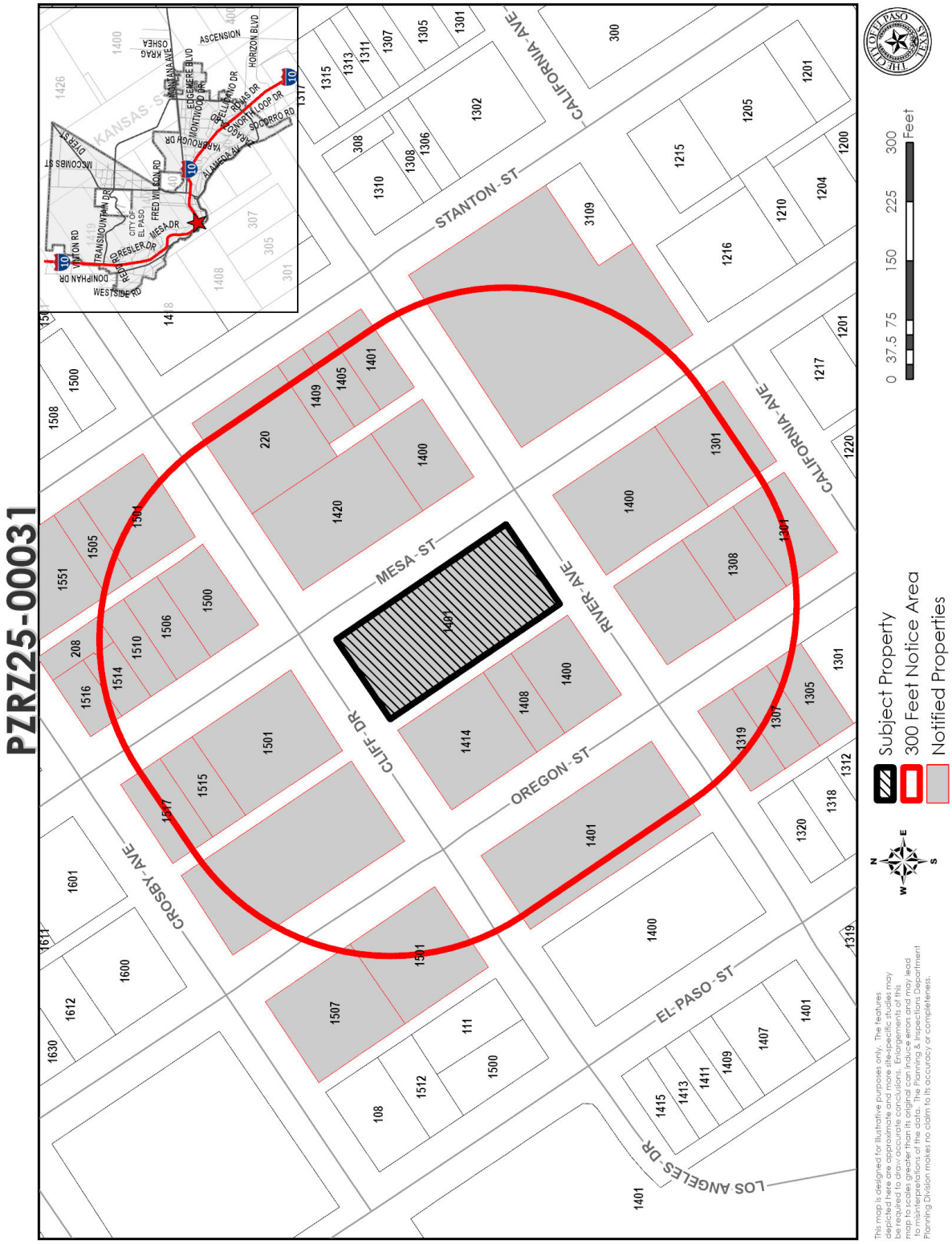
- As per the Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of green space, 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.
- 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
No comments or concerns.

Texas Department of Transportation
Driveways proposed on SH 20 (Mesa St) will need to be approved by our Access Management Committee (AMC).

El Paso County Water Improvement District #1
No comments received.

ATTACHMENT 4



Docusign Envelope ID: 850DB4BD-5219-4308-B793-1CFE913093B0

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Miguel Bonilla
Business Name	Dirty Freddy LLC
Agenda Item Type	Campaign contribution
Relevant Department	City Ethics

Docusign Envelope ID: 850DB4BD-5219-4308-B793-1CFE913093B0

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☐ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☒ I have made campaign contributions or donations totaling an aggregate of $500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor	Renard Johnson	2000$
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: DocuSigned by: MIGUEL BONILLA 81B97B3CBD5548C... Date: 1/18/2026

File #: 26-0575, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 6
Planning and Inspections, Kevin Smith, (915) 212-1566
Planning and Inspections, Alejandra González, (915) 212-1506

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of Tracts 2A6, 2A6B, 2C2 and 2B2, Block 1, Ysleta Grant, City of El Paso, El Paso County, Texas from A-O/sc (Apartment/Office/special contract) to C-4/sc (Commercial/special contract). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

Subject Property: Generally Southeast of Americas Ave. and Northeast of North Loop Dr.
Applicant: Ben L. Ivey, LTD
Case Number: PZRZ25-00029

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Planning and Inspections

AGENDA DATE: 5/12/26

PUBLIC HEARING DATE: 6/9/26

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Alejandra González **PHONE NUMBER:** (915) 212-1506

DISTRICT(S) AFFECTED: 6

AGENDA ITEM:

An Ordinance changing the zoning for the property described as Tracts 2A6, 2A6B, 2C2 and 2B2, Block 1, Ysleta Grant, City of El Paso, El Paso County, Texas from A-O/sc (Apartment/Office/special contract) to C-4/sc (Commercial/special contract). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

Subject Property: Generally Southeast of Americas Ave. and Northeast of North Loop Dr.
Applicant: Ben L. Ivey, LTD
Case Number: PZRZ25-00029

ISSUE STATEMENT:

The applicant proposes to rezone the subject property from A-O/sc (Apartment/Office/special contract) to C-4/sc (Commercial/special contract) to allow for a commercial and light industrial development. The request is being reviewed in accordance with El Paso City Code Title 20 - Zoning and Plan El Paso, the City's Comprehensive Plan.

BACKGROUND:

The applicant is requesting to rezone the subject property from A-O/sc (Apartment/Office/special contract) to C-4/sc (Commercial/special contract) to allow for a commercial and light industrial development. 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. City Plan Commission recommended 6-0 to approve the proposed rezoning in April 23, 2026.

As of April 28 2026, the Planning Division has not received any communication in support or opposition to the rezoning request. See attached staff report for additional information.

COUNCIL OPTIONS:

Approve (Staff and CPC recommendation)
Approve with Conditions
Deny

COMMITTEE REVIEW AND/OR RECOMMENDATION:

City Plan Commission recommended 6-0 to approve the proposed rezoning on April 23, 2026.

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

Applicant notified appropriate neighborhood associations of the request prior to submittal of a complete application. Public notices were sent to all property owners within 300 feet of the subject property.

RELATED CITY POLICIES:

El Paso City Code Title 20 - Zoning, Plan El Paso

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

☐ *Legal counsel reviewed as a part of Council packet*

☑ *Legal counsel reviewed in advance of packet as an individual item*

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

See attached.

NAME	AMOUNT ($)

ATTACHMENTS:

A. Ordinance
B. Staff Report
C. Contribution Form

FOR MORE INFORMATION:

Luis Zamora, Chief Planner (915) 212-1552 ZamoraLF@elpasotexas.gov

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

SIGNATURE: Kevin Smith for Philip Etiwe

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

REVISED
10:36 am, May 07, 2026

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF TRACTS 2A6, 2A6B, 2C2 AND 2B2, BLOCK 1, YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM A-O/SC (APARTMENT/OFFICE/SPECIAL CONTRACT) TO C-4/SC (COMMERICAL/SPECIAL CONTRACT). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, the zoning of Tracts **2A6, 2A6B, 2C2 and 2B2, Block 1, Ysleta Grant**, 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 **A-O/sc (Apartment/Office/special contract)** to **C-4/sc (Commercial/special contract)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso 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 _____, 2026.

THE CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

_____
Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

Kevin Smith for
_____
Philip F. Etiwe, Director
Planning & Inspections Department

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

PARCEL 1

THAT CERTAIN **16.606 ACRE** PARCEL OF LAND, SITUATED WITHIN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, BEING A PORTION OF TRACT 2A, YSLETA GRANT BLOCK NO. 1, BEING A PORTION OF THAT CERTAIN 25.193 ACRE PARCEL OF LAND, AS DESCRIBED TO BEN L. IVEY, LTD., OF RECORD IN DOCUMENT NO. 2012-0046828, DEED RECORDS OF EL PASO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a city monument located at the point of intersection of a curve along Camino Del Rey Drive (right-of-way varies), located within Ranchos Del Rey Unit One, a subdivision of record in Document No. 2013-0079760, Plat Records of El Paso County, Texas, from which a city monument located at the intersection of said Camino Del Rey Drive and Via Placita (right-of-way varies), a private street within Las Placitas Del Rey, a subdivision of record in Book 58, Page 59, Plat Records of El Paso County, Texas, bears South 53°20'10" West, a distance of 814.47 feet, said Point of Commencement having modified Texas Coordinate System of 1983 (Central Zone 4203, U.S. Survey Feet, CSF=1.000231) ground coordinates of N=10,629,513.65, E= 443,623.18;

THENCE South 53°20'10" West, along the centerline of said Camino Del Rey Drive, a distance of 381.46 feet;

THENCE North 36°39'50" West, leaving said centerline, a distance of 29.90 feet to a mag nail with shiner found for the most southerly corner of that certain 4.2962 acre parcel of land, as described to BLI El Paso, LLC, of record in Document No. 2024-0037413, Deed Records of El Paso County, Texas;

THENCE North 37°12'40" West, along the southwesterly line of said 4.2962-acre parcel, being also the northeasterly line of Mesa Drain (approximately 120-foot-wide), as recorded in Book 0317, Page 0477, Deed Records of El Paso County, Texas, a distance of 288.78 feet to a 5/8-inch rebar with plastic cap stamped "KHA", found for the most southerly corner of the herein described parcel and being the **POINT OF BEGINNING**, having modified Texas Coordinate System of 1983 (Central Zone 4203, U.S. Survey Feet, CSF 1.000231) ground coordinates of N= 10,629,539.85, E= 443,124.70;

THENCE North 36°37'58" West, along the southwesterly line of the herein described parcel, being also the northeasterly line of said Mesa Drain, a distance of 380.21 feet (record: North 39°44'00" West, 380.40 feet) to a disturbed 1/2 inch rebar found for the most westerly corner of the herein described parcel, and being the southerly line of Loop 375 (370-foot-wide right-of-way, TxDOT CCSJ 2552-03-049);

THENCE North 41°14'06" East, along the southerly line of said Loop 375, being also the northwesterly line of the herein described parcel, a distance of 1,877.47 feet (record: North 38°08'41" East) to a 1/2 inch rebar with plastic cap stamped "TX6794" set, being the westerly line of Rancho Del Rey Drive (64-foot-wide right-of-way), within Rancho Del Rey Logistics Park Unit 1, a subdivision of Record in Document No. 2024-0066375, Plat Records of El Paso County, Texas;

CONTINUED ON SHEET 2

FILING INFORMATION	CERTIFICATION	BOUNDARY SURVEY	
DATE: 11/17/2025 FIELD: L.C OFFICE: L.J. / M.G. W.O. 072425-3 FILE: 072425-3 TRACT 2-A-6 PARCEL 1 M&B.DWG SCALE: N/A	I hereby certify that the foregoing Boundary Survey was made on the ground under my supervision, and that this plat correctly represents the facts found at the time of the survey. CHRISTIAN M. WEGMANN R.P.L.S. 6794	A PORTION OF TRACT 2A YSLETA GRANT BLOCK NO. 1 CITY OF EL PASO EL PASO COUNTY, TEXAS PREPARED FOR: BEN L. IVEY LTD	H2 Terra ENGINEERING. SURVEYING. SOLUTIONS. TBPE FIRM NO. F-2103 TBPLS FIRM NO. 10060700 2020 E. MILLS AVENUE El Paso, TX 79901 (915) 533-1418 FAX: (915) 533-

X:\Ben L. Ivey LTD\072425-3 Tract 2-A-6 Americas Rezoning\03 - Survey\05 - Dwg\072425-3 TRACT-2-A-6 PARCEL-1 M&B.DWG 11/17/25 8:28PM

THENCE along the southwesterly right-of-way line of said Ranchos Del Rey Drive, being also the northeasterly line of the herein described parcel, the following three (3) courses and distances:

1) North 86°14'21" East, a distance of 42.62 feet to a 1/2-inch rebar with plastic cap stamped "TX6794" set for an angle point,

2) South 48°46'00" East, a distance of 311.92 feet to a 1/2-inch rebar with plastic cap stamped "TX6794" set for an angle point, and

3) South 3°45'39" East, a distance of 42.43 feet to a 1/2-inch rebar with plastic cap stamped “TX6794” set for the most easterly corner of the herein described parcel, and being the northwesterly line of said Camino Del Rey Drive;

THENCE South 41°14'43" West, along the southerly line of the herein described parcel, at 80.83 feet leaving the northwesterly line of said Camino Del Rey Drive, and continuing with the northwesterly line of that certain 28.6675-acre parcel of land, as described to BLI El Paso, LLC, of record in Document No. 2024-0037413, Deed Records of El Paso County, Texas, at 1,436.13 feet passing the most westerly corner of said 28.6675-acre parcel, being also the most easterly corner of said 4.2962-acre parcel, for a total distance of 1957.51 feet (record: South 38°08'41" West) to the **POINT OF BEGINNING,** containing 16.606 acres or 723,375 square feet of land;

CHRISTIAN M. WEGMANN
R.P.L.S. 6794
H2O Terra

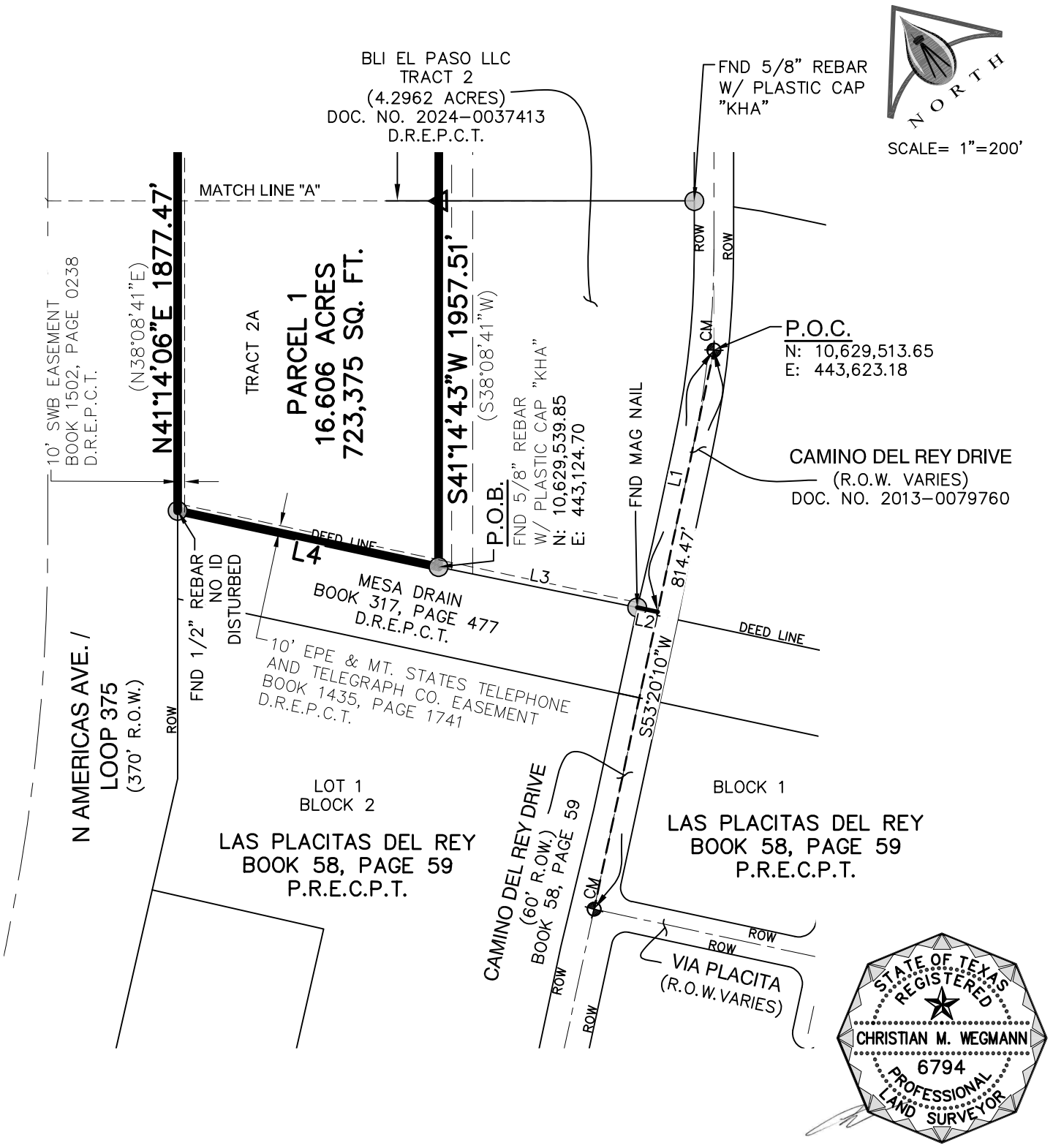
STATE OF TEXAS REGISTERED
CHRISTIAN M. WEGMANN
6794
PROFESSIONAL LAND SURVEYOR

DATE: NOVEMBER 17, 2025

NOTE: A SURVEY PLAT OF EVEN DATE ACCOMPANIES THIS DESCRIPTION.

FILING INFORMATION	CERTIFICATION	BOUNDARY SURVEY	
DATE: 11/17/2025 FIELD: L.C OFFICE: L.J. / M.G. W.O. 072425-3 FILE: 072425-3 TRACT 2-A-6 PARCEL 1 M&B.DWG SCALE: N/A	I hereby certify that the foregoing Boundary Survey was made on the ground under my supervision, and that this plat correctly represents the facts found at the time of the survey. CHRISTIAN M. WEGMANN R.P.L.S. 6794	A PORTION OF TRACT 2A YSLETA GRANT BLOCK NO. 1 CITY OF EL PASO EL PASO COUNTY, TEXAS PREPARED FOR: BEN L. IVEY LTD	H2 Terra ENGINEERING. SURVEYING. SOLUTIONS. TBPE FIRM NO. F-2103 TBPLS FIRM NO. 10060700 2020 E. MILLS AVENUE El Paso, TX 79901 (915) 533-1418 FAX: (915) 533-

X:\Ben L. Ivey LTD\072425-3 Tract 2-A-6 Americas Rezoning\03 - Survey\05 - Dwg\072425-3 TRACT-2-A-6 PARCEL-1 M&B.DWG 11/17/25 8:30PM

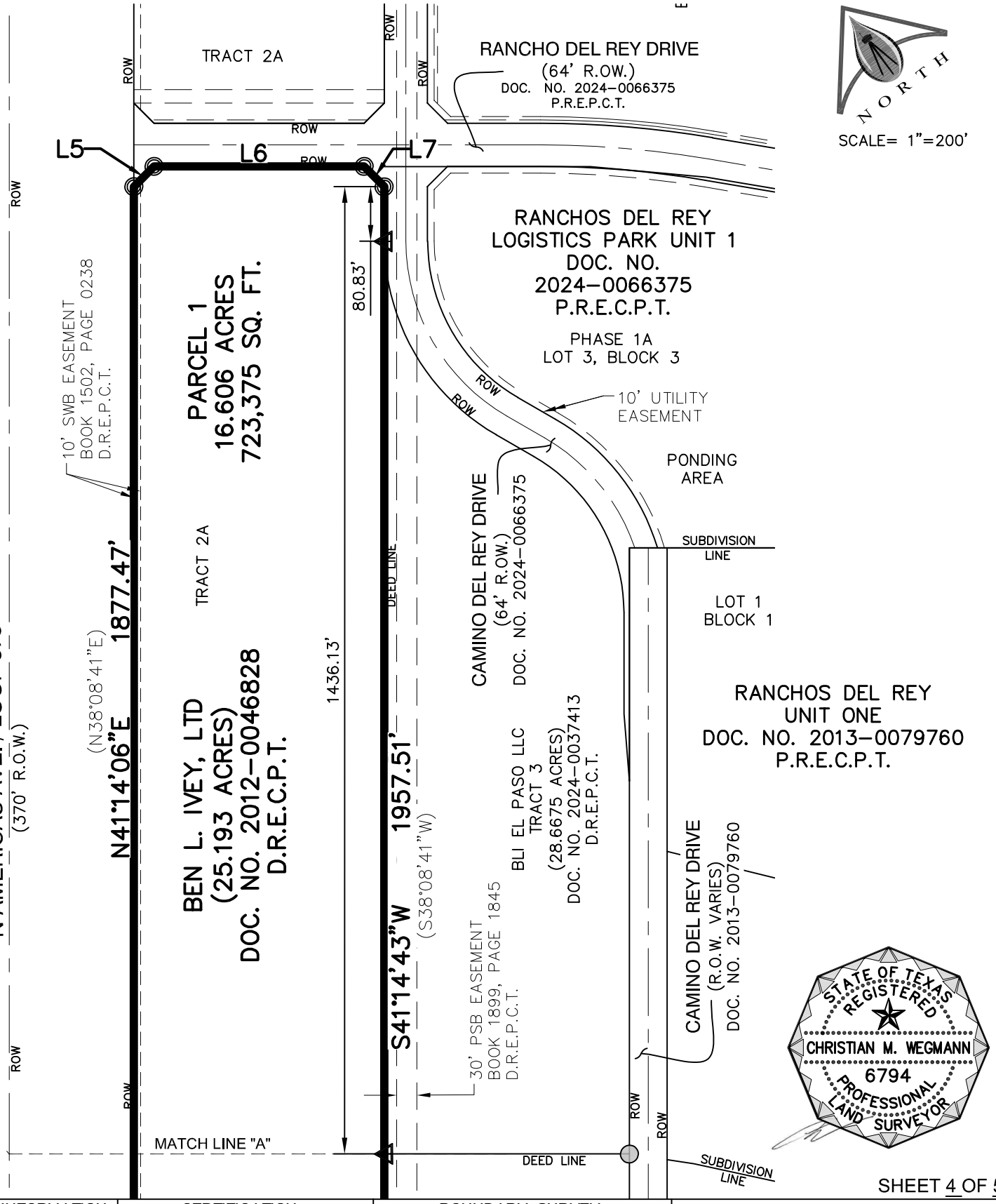


STATE OF TEXAS
REGISTERED
CHRISTIAN M. WEGMANN
6794
PROFESSIONAL
LAND SURVEYOR

SHEET 3 OF 5

FILING INFORMATION	CERTIFICATION	BOUNDARY SURVEY
DATE: 11/17/2025 FIELD: L.C OFFICE: L.J. / M.G. W.O. 072425-3 FILE: 072425-3 TRACT 2-A-6 PARCEL 1 M&B.DWG SCALE: 1" = 200'	I hereby certify that the foregoing Boundary Survey was made on the ground under my supervision, and that this plat correctly represents the facts found at the time of the survey. CHRISTIAN M. WEGMANN R.P.L.S. 6794	A PORTION OF TRACT 2A YSLETA GRANT BLOCK NO. 1 CITY OF EL PASO EL PASO COUNTY, TEXAS PREPARED FOR: BEN L. IVEY LTD

H2 Terra
ENGINEERING. SURVEYING. SOLUTIONS.
TBPE FIRM NO. F-2103 TBPLS FIRM NO. 10060700
2020 E. MILLS AVENUE El Paso, TX 79901
(915) 533-1418 FAX: (915) 533-



SHEET 4 OF 5

FILING INFORMATION	CERTIFICATION	BOUNDARY SURVEY
DATE: 11/17/2025 FIELD: L.C OFFICE: L.J. / M.G. W.O. 072425-3 FILE: 072425-3 TRACT 2-A-6 PARCEL 1 M&B.DWG SCALE: 1" = 200'	I hereby certify that the foregoing Boundary Survey was made on the ground under my supervision, and that this plat correctly represents the facts found at the time of the survey. CHRISTIAN M. WEGMANN R.P.L.S. 6794	A PORTION OF TRACT 2A YSLETA GRANT BLOCK NO. 1 CITY OF EL PASO EL PASO COUNTY, TEXAS PREPARED FOR: BEN L. IVEY LTD

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X:\Ben L. Ivey LTD\072425-3 Tract 2-A-6 Americas Rezoning\03 - Survey\05 - Dwg\072425-3 TRACT-2-A-6 PARCEL-1 M&B.DWG 11/17/25 8:32PM

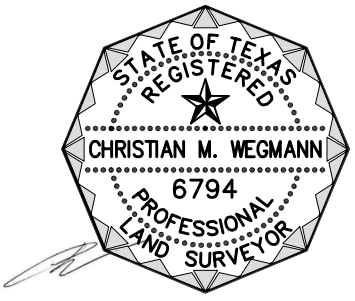
LEGEND

▬▬▬▬	BOUNDARY LINE
——— — ———	CENTERLINE
⊕CM	CITY MONUMENT (AS NOTED)
◎	SET 1/2" Ø REBAR WITH YELLOW PLASTIC CAP STAMPED TX 6794, UNLESS OTHERWISE NOTED.
△	CALCULATED POINT
●	FOUND SURVEY MONUMENT (AS NOTED)
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
D.R.E.P.C.T.	DEED RECORDS OF EL PASO COUNTY TEXAS
P.R.E.P.C.T.	PLAT RECORDS OF EL PASO COUNTY, TEXAS
ROW	RIGHT-OF-WAY

LINE TABLE			
LINE	BEARING	LENGTH	
L1	S53°20'10"W	381.46'	
L2	N36°39'50"W	29.90'	
L3	N37°12'40"W	288.78'	
L4	N36°37'58"W	380.21'	(N39°44'00"W 380.40')
L5	N86°14'21"E	42.62'	
L6	S48°46'00"E	311.92'	
L7	S3°45'39"E	42.43'	

SURVEY NOTES:

1. THE HORIZONTAL DATUM IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE (4203). DISTANCES AND COORDINATES SHOWN ARE SURFACE VALUES, USING A COMBINED SCALE FACTOR (CSF) OF 1.00023100, SCALED AT N=0, E=0.
2. UNIT OF MEASURE: U.S. SURVEY FEET
3. THIS SURVEY MAY BE SUBJECT TO OTHER EASEMENTS AND COVENANTS OF RECORD NOT SHOWN. A TITLE REPORT WAS NOT FURNISHED FOR THIS SURVEY.
4. A METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS SURVEY PLAT.
5. BEARINGS AND/OR DISTANCES IN PARENTHESIS () ARE LISTED TO RECITE RECORD INFORMATION PER WARRANTY DEED TO BEN L. IVEY, LTD., RECORDED IN DOCUMENT NO. 2012-0046828, DEED RECORDS OF EL PASO COUNTY, TEXAS.



FILING INFORMATION

DATE: 11/17/2025
FIELD: L.C
OFFICE: L.J. / M.G.
W.O. 072425-3
FILE: 072425-3 TRACT 2-A-6 PARCEL 1 M&B.DWG
SCALE: N/A

CERTIFICATION

I hereby certify that the foregoing Boundary Survey was made on the ground under my supervision, and that this plat correctly represents the facts found at the time of the survey.

CHRISTIAN M. WEGMANN R.P.L.S. 6794

BOUNDARY SURVEY

A PORTION OF TRACT 2A
YSLETA GRANT
BLOCK NO. 1
CITY OF EL PASO
EL PASO COUNTY, TEXAS

PREPARED FOR:
BEN L. IVEY LTD

H2 Terra
ENGINEERING. SURVEYING. SOLUTIONS.
TBPE FIRM NO. F-2103 TBPLS FIRM NO. 10060700
2020 E. MILLS AVENUE El Paso, TX 79901
(915) 533-1418 FAX: (915) 533-

X:\Ben L. Ivey LTD\072425-3 Tract 2-A-6 Americas Rezoning\03 - Survey\05 - Dwg\072425-3 TRACT-2-A-6 PARCEL-1 M&B.DWG 11/17/25 8:33PM

METES AND BOUNDS DESCRIPTION

PARCEL 2

THAT CERTAIN **8.003 ACRE** PARCEL OF LAND, SITUATED WITHIN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, BEING A PORTION OF TRACTS 2A, 2B, AND 2C, YSLETA GRANT BLOCK NO. 1, AND BEING A PORTION OF THAT CERTAIN 25.193 ACRE PARCEL OF LAND, AS DESCRIBED TO BEN L. IVEY, LTD, OF RECORD IN DOCUMENT NO. 2012-0046828, DEED RECORDS OF EL PASO COUNTY, TEXAS, BEING ALSO A PORTION OF SAID TRACT 2A, AS DESCRIBED TO IVEY INVESTMENTS, LTD., OF RECORD IN BOOK 809, PAGE 1653, DEED RECORDS OF EL PASO COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 1.405 ACRE TRACT OF LAND, AS DESCRIBED TO IVEY INVESTMENTS, LTD., OF RECORD IN BOOK 955, PAGE 1015, DEED RECORDS OF EL PASO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a city monument located at the point of intersection of a curve along Camino Del Rey Drive (variable width right-of-way), located within Ranchos Del Rey Unit One, a subdivision of record in Document No. 2013-0079760, Plat Records of El Paso County, Texas, from which a city monument located at the intersection of said Camino Del Rey Drive and Via Placita (right-of-way varies), a private street within Las Placitas Del Rey, a subdivision of record in Book 58, Page 59, Plat Records of El Paso County, Texas, bears South 53°20'10" West, a distance of 814.47 feet, said Point of Commencement having modified Texas Coordinate System of 1983 (Central Zone 4203, U.S. Survey Feet, CSF=1.000231) ground coordinates of N=10,629,513.65, E= 443,623.18;

THENCE South 53°20'10" West, along centerline of said Camino Del Rey Drive a distance of 381.46 feet;

THENCE North 36°39'50" West, leaving said centerline, a distance of 29.90 feet to the most southerly corner of that certain 4.2962-acre parcel of land, as described to BLI El Paso, LLC, of record in Document No. 2024-0037413, Deed Records of El Paso County, Texas;

THENCE North 37°12'40" West, along the southwesterly line of said 4.2962 acre parcel, being also the northeasterly line of Mesa Drain (approximately 120 foot wide), as recorded in Book 0317, Page 0477, Deed Records of El Paso County, Texas, a distance of 288.78 feet to a 5/8 inch rebar with plastic cap stamped “KHA” found for the most southerly corner of said 25.193 acre parcel, and being the most westerly corner of said 4.2962-acre parcel;

THENCE North 41°14'43" East, along the southeasterly line of said 25.193-acre parcel, a distance of 2,081.53 feet to a 1/2-inch rebar with plastic cap stamped ”TX6794” set for the easterly south corner of the herein described parcel, being the westerly line of Rancho Del Rey Drive (64-foot right-of-way), within Ranchos Del Rey Logistics Park Unit 1, a subdivision of record in Document No. 2024-0066375, Plat Records of El Paso County, Texas, and being the **POINT OF BEGINNING**, having modified Texas Coordinate System of 1983 (Central Zone 4203, U.S. Survey Feet, CSF=1.000231) ground coordinates of N=10,631,104.94, E= 444,497.02;

THENCE along the westerly line of said Ranchos Del Rey Drive, the following three (3) bearings and distances:

1) South 86°14'21" West, a distance of 42.44 feet to a 1/2-inch rebar with plastic cap stamped ”TX6794” set,

2) North 48°46'00" West, a distance of 311.92 feet to a 1/2-inch rebar with plastic cap stamped ”TX6794” set, and

3) North 3°45'39" West, a distance of 42.65 feet to a 1/2-inch rebar with plastic cap stamped ”TX6794” set for the most westerly corner of the herein described parcel, said point being the southerly line of Loop 375 (370 foot right-of-way, TxDOT CCSJ 2552-03-049);

CONTINUED ON SHEET 2

FILING INFORMATION	CERTIFICATION	BOUNDARY SURVEY	
DATE: NOVEMBER 18, 2025 FIELD: L.C. OFFICE: L.J. / M.G. W.O. 072425-3 FILE: 072425-3 TRACT 2-A-6 PARCEL 2 M&B.DWG SCALE: N/A	I hereby certify that the foregoing Boundary Survey was made on the ground under my supervision, and that this plat correctly represents the facts found at the time of the survey. CHRISTIAN M. WEGMANN R.P.L.S. 6794	A PORTION OF TRACTS 2A, 2B AND 2C YSLETA GRANT BLOCK NO. 1 CITY OF EL PASO EL PASO COUNTY, TEXAS PREPARED FOR: BEN L. IVEY LTD	H2 Terra ENGINEERING. SURVEYING. SOLUTIONS. TBPE FIRM NO. F-2103 TBPLS FIRM NO. 10060700 2020 E. MILLS AVENUE El Paso, TX 79901 (915) 533-1418 FAX: (915) 533-678

THENCE North 41°14'06" East, along said southerly line, a distance of 909.02 feet to the most northerly corner of the herein described parcel, and being the most northerly corner of said 25.193-acre parcel, witnessed by a 1/2-inch rebar found at South 02°32' East, 0.6 feet;

THENCE South 48°45'39" East, a distance of 372.25 feet to a 1/2-inch rebar with plastic cap stamped "TX6794" set for the most easterly corner of the herein described parcel, and being the northerly line of Camino Del Rey Drive (64-foot right-of-way), located within said Ranchos Del Rey Logistics Park Unit 1;

THENCE South 41°14'42" West, along said northerly right-of-way line, a distance of 909.14 feet to the **Point of Beginning**, containing 8.003 acres or 348,621 square feet of land.



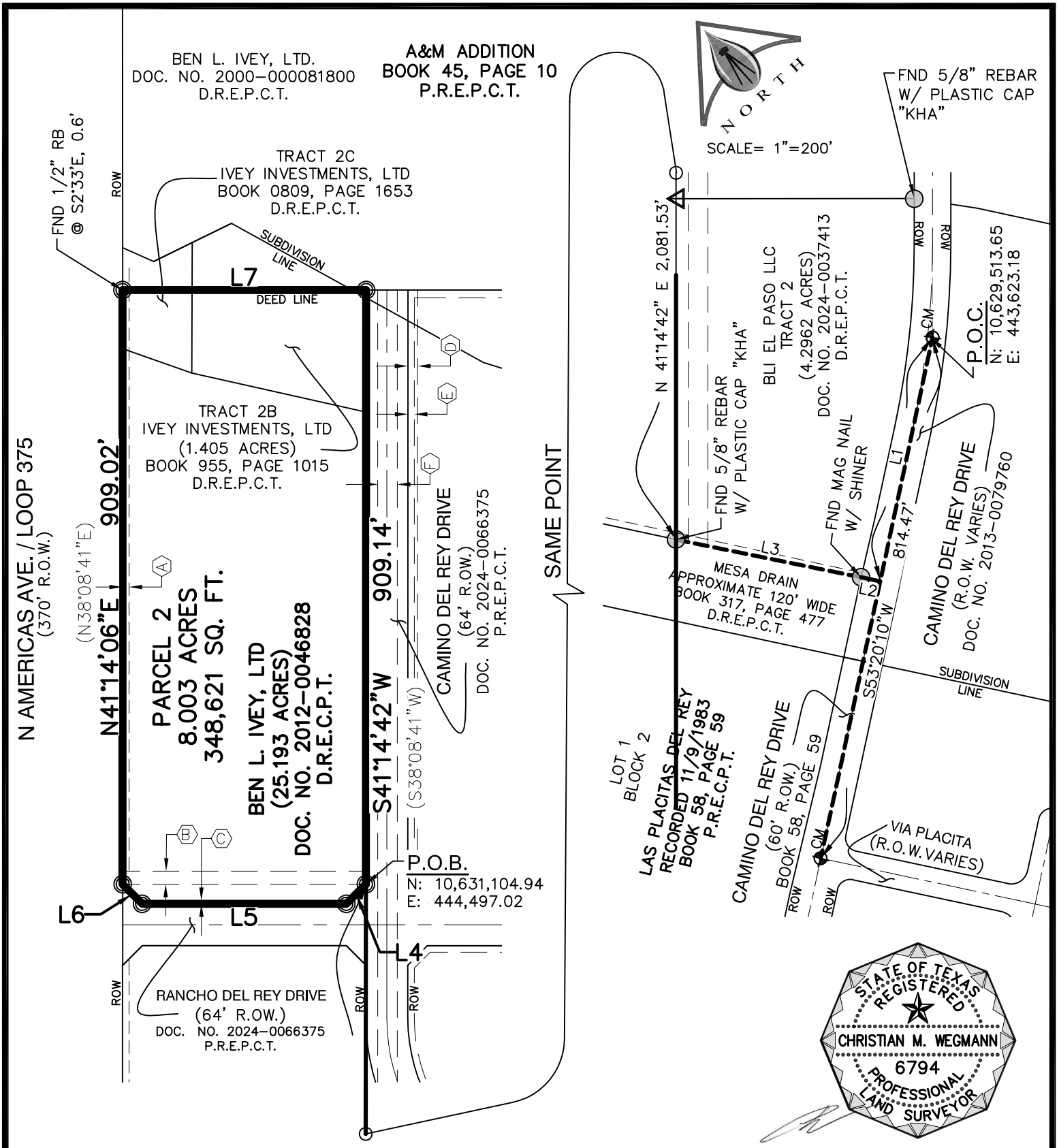
CHRISTIAN M. WEGMANN
R.P.L.S. 6794
H2O Terra

Date: NOVEMBER 18, 2025

NOTE: A SURVEY PLAT OF EVEN DATE ACCOMPANIES THIS DESCRIPTION.

FILING INFORMATION	CERTIFICATION	BOUNDARY SURVEY	
DATE: NOVEMBER 18, 2025 FIELD: L.C. OFFICE: L.J. / M.G. W.O. 072425-3 FILE: 072425-3 TRACT 2-A-6 PARCEL 2 M&B.DWG SCALE: N/A	I hereby certify that the foregoing Boundary Survey was made on the ground under my supervision, and that this plat correctly represents the facts found at the time of the survey. CHRISTIAN M. WEGMANN R.P.L.S. 6794	A PORTION OF TRACTS 2A, 2B AND 2C YSLETA GRANT BLOCK NO. 1 CITY OF EL PASO EL PASO COUNTY, TEXAS PREPARED FOR: BEN L. IVEY LTD	H2 Terra ENGINEERING. SURVEYING. SOLUTIONS. TBPE FIRM NO. F-2103 TBPLS FIRM NO. 10060700 2020 E. MILLS AVENUE El Paso, TX 79901 (915) 533-1418 FAX: (915) 533-

X:\Ben L. Ivey LTD\072425-3 Tract 2-A-6 Americas Rezoning\03 - Survey\05 - Dwg\072425-3 TRACT-2-A-6 PARCEL-2 M&B.DWG 11/18/25 3:41PM



SHEET 3 OF 4

FILING INFORMATION	CERTIFICATION	BOUNDARY SURVEY
DATE: NOVEMBER 18, 2025 FIELD: L.C. OFFICE: L.J. / M.G. W.O. 072425-3 FILE: 072425-3 TRACT 2-A-6 PARCEL 2 M&B.DWG SCALE: 1" = 200'	I hereby certify that the foregoing Boundary Survey was made on the ground under my supervision, and that this plat correctly represents the facts found at the time of the survey. CHRISTIAN M. WEGMANN R.P.L.S. 6794	A PORTION OF TRACTS 2A, 2B AND 2C YSLETA GRANT BLOCK NO. 1 CITY OF EL PASO EL PASO COUNTY, TEXAS PREPARED FOR: BEN L. IVEY LTD

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TBPE FIRM NO. F-2103 TBPLS FIRM NO. 10060700
2020 E. MILLS AVENUE El Paso, TX 79901
(915) 533-1418 FAX: (915) 533-

X:\Ben L. Ivey LTD\072425-3 Tract 2-A-6 Americas Rezoning\03 - Survey\05 - Dwg\072425-3 TRACT-2-A-6 PARCEL-2 M&B.DWG 11/18/25 3:41PM

LEGEND

▬▬▬▬	BOUNDARY LINE
——— — ———	CENTERLINE
⊕CM	CITY MONUMENT
◎	SET 1/2" Ø REBAR WITH YELLOW PLASTIC CAP STAMPED TX 6794, UNLESS OTHERWISE NOTED.
△	CALCULATED POINT
●	FOUND SURVEY MONUMENT (AS NOTED)
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
D.R.E.P.C.T.	DEED RECORDS OF EL PASO COUNTY TEXAS
P.R.E.P.C.T.	PLAT RECORDS OF EL PASO COUNTY, TEXAS
ROW	RIGHT-OF-WAY

LINE TABLE		
LINE	BEARING	LENGTH
L1	S53°20'10"W	381.46'
L2	N36°39'50"W	29.90'
L3	N37°12'40"W	288.78'
L4	S86°14'21"W	42.44'
L5	N48°46'00"W	311.92'
L6	N3°45'39"W	42.65'
L7	S48°45'39"E	372.25' (S51°51'19"E, 371.92')

EASEMENT CHART

(A.) 10' SWB EASEMENT, BOOK 1502, PAGE 0238, D.R.E.P.C.T.
(B.) 20' PSB UTILITY EASEMENT, DOC. NO. 2000-0086797, D.R.E.P.C.T.
(C.) 5' IRRIGATION EASEMENT (SHOWN ON RANCHO DEL REY LOGISTICS PARK UNIT 1, RECORDED IN 2024-0066375, P.R.E.P.C.T.)
(D.) 15' DRAINAGE EASEMENT, DOC. NO. 2024-0066375, P.R.E.C.P.T.
(E.) 10' UTILITY EASEMENT, DOC. NO. 2024-0066375, P.R.E.C.P.T.
(F.) 30' PSB EASEMENT, BOOK 1899, PAGE 1845, D.R.E.P.C.T.

SURVEY NOTES:

1. THE HORIZONTAL DATUM IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE (4203). DISTANCES AND COORDINATES SHOWN ARE SURFACE VALUES, USING A COMBINED SCALE FACTOR (CSF) OF 1.00023100, SCALED AT N=0, E=0.
2. UNIT OF MEASURE: U.S. SURVEY FEET
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4. A METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS SURVEY PLAT.
5. BEARINGS AND/OR DISTANCES IN PARENTHESIS () ARE LISTED TO RECITE RECORD INFORMATION PER WARRANTY DEED TO BEN L. IVEY, LTD., RECORDED IN DOCUMENT NO. 2012-0046828, DEED RECORDS OF EL PASO COUNTY, TEXAS.

STATE OF TEXAS
REGISTERED
CHRISTIAN M. WEGMANN
6794
PROFESSIONAL
LAND SURVEYOR

FILING INFORMATION

DATE: NOVEMBER 18, 2025
FIELD: L.C.
OFFICE: L.J. / M.G.
W.O. 072425-3
FILE: 072425-3 TRACT 2-A-6 PARCEL 2 M&B.DWG
SCALE: N/A

CERTIFICATION

I hereby certify that the foregoing Boundary Survey was made on the ground under my supervision, and that this plat correctly represents the facts found at the time of the survey.

CHRISTIAN M. WEGMANN R.P.L.S. 6794

BOUNDARY SURVEY

A PORTION OF
TRACTS 2A, 2B AND 2C
YSLETA GRANT BLOCK NO. 1
CITY OF EL PASO
EL PASO COUNTY, TEXAS

PREPARED FOR:
BEN L. IVEY LTD

H2 Terra
ENGINEERING. SURVEYING. SOLUTIONS.
TBPE FIRM NO. F-2103 TBPLS FIRM NO. 10060700
2020 E. MILLS AVENUE El Paso, TX 79901
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X:\Ben L. Ivey LTD\072425-3 Tract 2-A-6 Americas Rezoning\03 - Survey\05 - Dwg\072425-3 TRACT-2-A-6 PARCEL-2 M&B.DWG 11/18/25 3:42PM

Americas and Rancho Del Rey

City Plan Commission — April 23, 2026

REZONING

ZONING

CASE NUMBER:	**PZRZ25-00029**
CASE MANAGER:	Alejandra González, (915) 212-1506, GonzalezAG@elpasotexas.gov
PROPERTY OWNER:	Ben L. Ivey, LTD.
REPRESENTATIVE:	H2O Terra
LOCATION:	Generally Southeast of Americas Ave. and Northeast of North Loop Dr. (District 6)
PROPERTY AREA:	24.61 acres
REQUEST:	Rezone from A-O/sc (Apartment/Office/special contract) to C-4/sc (Commercial/special contract)
RELATED APPLICATIONS:	PLCP26-00001, Comprehensive Plan Amendment Application; SUSU25-00049, Subdivision
PUBLIC INPUT:	None received as of April 15, 2026

SUMMARY OF REQUEST: The applicant is proposing to rezone the subject property from A-O/sc (Apartment/Office/special contract) to C-4/sc (Commercial/special contract) to allow for commercial and light industrial development.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the request. This recommendation is based on the proposed zoning district's compatibility with commercial and light industrial uses in the surrounding area with no negative impacts expected on adjacent properties. Furthermore, the proposed development meets the intent of the proposed G-7, Industrial and/or Railyard land use designation of *Plan El Paso*, the City's Comprehensive Plan in the Mission Valley Planning area.

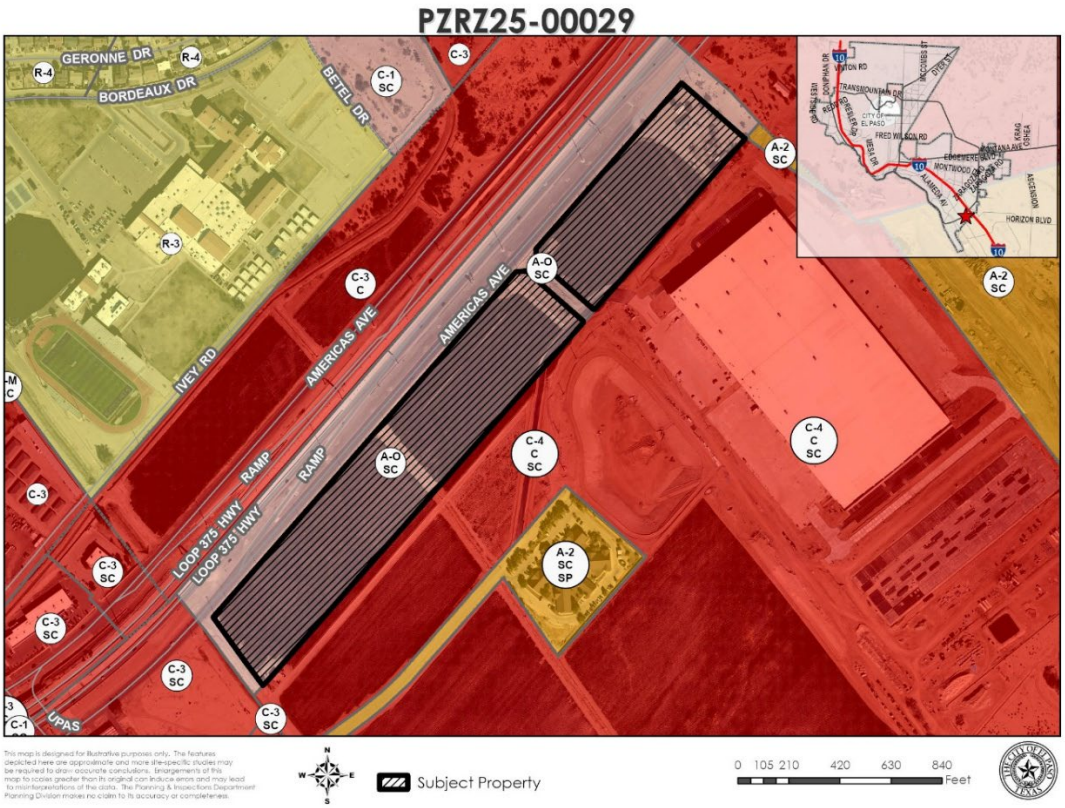


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from A-O/sc (Apartment/Office/special contract) to C-4/sc (Commercial/special contract) to allow for a commercial and light industrial development. The subject property is 24.61 acres. The conceptual site plan shows six (6) buildings with main access from Americas Avenue. The conceptual plan is not under review for zoning requirements and is not binding.

PREVIOUS CASE HISTORY: On May 1, 1979, City Council approved a rezoning of the subject property from R-F (Ranch and Farm) to A-O (Apartment/Office) under Parcel 7A with the following applicable special contract conditions imposed by Ordinance No. 6567:

1. No development of any kind will be done on any parcel of the property until complete and detailed site development and architectural plans of the proposed development on such parcel have been submitted by First Parties and approved by the City Plan Commission of the City of El Paso.

2. No building permits will be issued for construction on parcel numbers 6B, 7A, 7B, 8B and 11B in Exhibit "A" attached hereto, until a subdivision map of the parcel upon which construction is to be performed has been approved by the City Plan Commission of the City of El Paso and filed for record.

Note: Special contract condition #1 and # 2 will be required prior to issuance of building permits.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed rezoning is consistent with adjacent zoning districts and commercial uses in the area. Properties to the north are vacant zoned C-3/c (Commercial/conditions). Properties to the east include vacant land and a general warehouse zoned C-4/c/sc (Commercial/conditions/special contract). Properties to the south include a general warehouse and vacant land zoned C-4/c/sc (Commercial/condition/special contract). To the west is Loop 375 with property across including vacant land zoned C-3/sc (Commercial/special contract). The nearest school is Del Valle High School, which is 1.4 miles away and the closest park is Jamestown Park, which is located 1.3 miles away.

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **O-3, Agriculture**: Active farmland in the Rio Grande Valley. Changes to City codes and policies may limit plat and utility approvals beyond the City limits in a coordinated effort to protect significant portions of farmland.	No. Per the existing designation, the proposed development does not comply. However, the subject property and the proposed development meet the intent of the proposed G-7 - Industrial, Future Land Use designation of *Plan El Paso*. The proposed development is adjacent to other commercial zone districts. Please note a companion request is to change the Future Land Use designation to G-7, Industrial.

Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **C-4 (Commercial) District:** The purpose of these districts is to provide for locations for the most intensive commercial uses intended to serve the entire city. It is intended that the district regulations permit heavy commercial uses characterized by automotive and light warehousing. The regulations of the districts are intended to provide a transition from general business areas to industrial and manufacturing uses, and to accommodate major locations of commerce, service and employment activities. Within the central business district, more intensive commercial uses are allowed, the predominant of which are retail trade and service uses, providing less restrictive height and area regulations.	Yes. The proposed C-4 (Commercial) district will provide for the integration of industrial and commercial uses with adjacent C-4 (Commercial) zoning districts. The surrounding properties are zoned C-3/c (Commercial/conditions) and C-4/c/sc (Commercial/conditions/special contract).
Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.	Yes. The subject property will front Americas Avenue and Loop 375, designated as freeway under the City's Major Thoroughfare Plan. The classification of this road is appropriate as they connect to other commercial and industrial developments.
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 proposed development is not within any historic districts or study area plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community. The proposed development will match development surrounding the subject property.
Natural Environment: Anticipated effects on the natural environment.	Subject property does not involve greenfield/ environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The surrounding area is in transition from farmland to higher commercial and industrial uses.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The proposed development is in transition from inactive agricultural uses for the property. The established neighborhood is comprised of commercial development. The adjacent properties to the east were rezoned from A-2 (Apartment) to C-4 (Commercial) in 2021.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property is located along Americas Avenue and Loop 375, which is designated as a freeway per the City of El Paso's Major Thoroughfare Plan. Access is proposed from Americas Drive and is adequate to serve the proposed development. Sidewalks are not currently present along Americas Avenue and shall be constructed as part of the proposed development to improve pedestrian accessibility. There is no bus stop located within a walkable distance (0.25 miles) of the subject property. The closest bus stop is located 0.72 miles away on North Loop Drive and Nottingham Drive.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were received from reviewing departments. Applicant is responsible for obtaining all applicable permits and approvals prior to development.

PUBLIC COMMENT: The subject property lies within the boundaries of the Mission Valley Civic Association and Corridor 20 Civic Association, which were notified prior to submittal of the Rezoning Application. Public notices were mailed to property owners within 300 feet on April 9, 2026. Additionally, the applicant's representative has been in communication with the Corridor 20 Civil Association to discuss the proposed development and address their concerns. As of April 16, 2026, the Planning Division has not received any communication in support or opposition to the rezoning request.

RELATED APPLICATIONS: A Comprehensive Plan Amendment application (PLCP26-00001) is running concurrently with this rezoning to adjust the Future Land Use Map designation from O-3, Agriculture to G-7, Industrial and/or Railyards. There is also subdivision application (SUSU25-00049) dedicating right-of-way on a portion of the subject property, which was approved as a Major Final under Rancho Del Rey Logistics Park Unit 3 and is pending recordation.

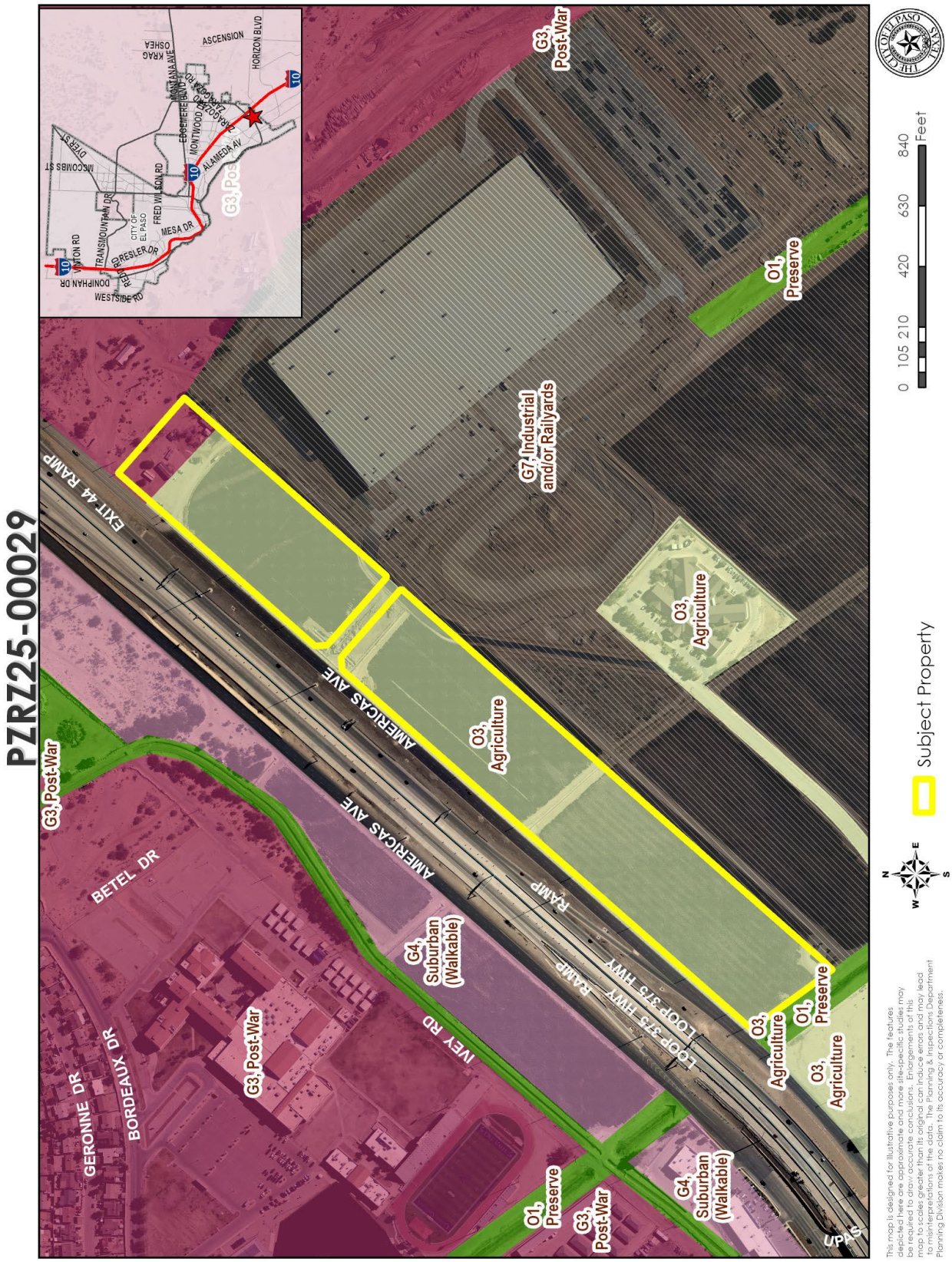
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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.

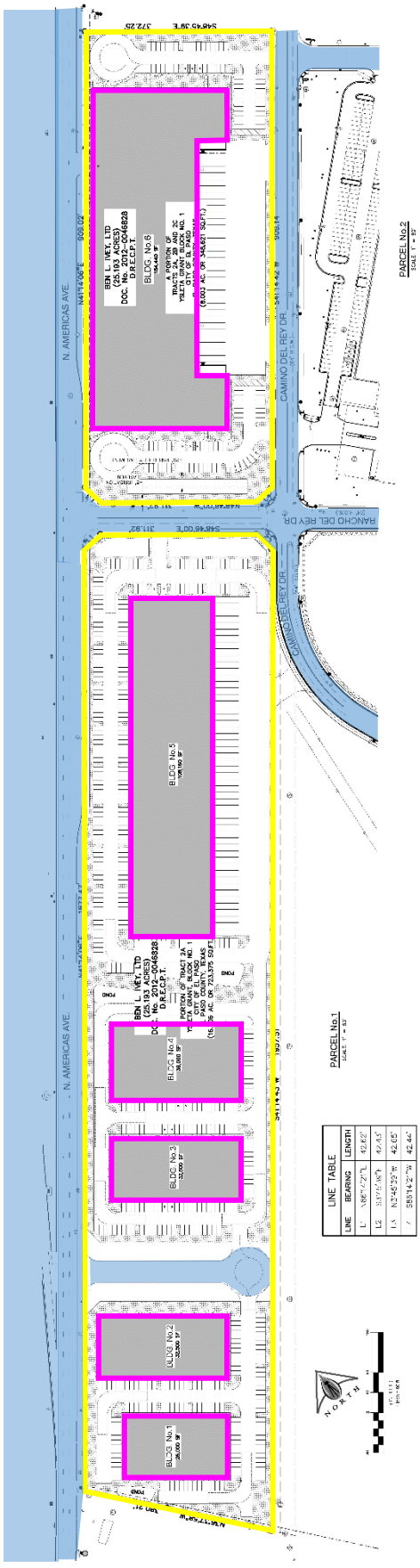
ATTACHMENTS:

1. Future Land Use Map
2. Generalized Plot Plan
3. Ordinance No. 6567 dated May 1, 1979
4. Department Comments
5. Neighborhood Notification Boundary Map

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

6567

AN ORDINANCE CHANGING THE ZONING OF TRACTS 1A AND 2, O. A. DANIELSON SURVEY #314; PORTION OF TRACT 1B1, O. A. DANIELSON SURVEY #314 AND PORTION OF TRACT 3B, BLOCK 56, YSLETA GRANT; LOT 1, BLOCK 1, A & M ADDITION; PORTION OF LOTS 1 AND 2, BLOCK 2, A & M ADDITION, AND PORTION OF TRACTS 2B AND 2C, BLOCK 1, YSLETA GRANT; PORTION OF LOTS 1 AND 2, BLOCK 2, A & M ADDITION AND PORTION OF TRACTS 1A AND 2A, BLOCK 1, AND TRACT 1B, BLOCK 2, YSLETA GRANT; PORTION OF TRACTS 2A, 2B, AND 2C, BLOCK 1, YSLETA GRANT; PORTION OF TRACT 2A, BLOCK 1, YSLETA GRANT; PORTION OF TRACTS 1A AND 2A, BLOCK 1, AND ALL OF TRACTS 4A AND 5, BLOCK 2, YSLETA GRANT; PORTION OF TRACT 2A, BLOCK 1, YSLETA GRANT; TRACTS 7B AND 8F, BLOCK 2, YSLETA GRANT, THE PENALTY BEING AS PROVIDED IN SECTION 25-10 OF THE EL PASO CITY CODE

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

That the zoning of Tracts 1A and 2, O. A. Danielson Survey #314; a portion of Tract 1B1, O. A. Danielson Survey #314 and a portion of Tract 3B, Block 56, Ysleta Grant; Lot 1, Block 1, A & M Addition; portion of Lots 1 and 2, Block 2, A & M Addition, and a portion of Tracts 2B and 2C, Block 1, Ysleta Grant; portion of Lots 1 and 2, Block 2, A & M Addition and a portion of Tracts 1A and 2A, Block 1, and Tract 1B, Block 2, Ysleta Grant; portion of Tracts 2A, 2B and 2C, Block 1, Ysleta Grant; portion of Tract 2A, Block 1, Ysleta Grant; portion of Tracts 1A and 2A, Block 1, and all of Tracts 4A and 5, Block 2, Ysleta Grant; portion of Tract 2A, Block 1, Ysleta Grant; Tracts 7B and 8F, Block 2, Ysleta Grant, as more particularly described below, be changed to A-2 (Apartment), A-O (Apartment Professional Office), C-3 (Commercial) and C-4 (Commercial) within the meaning of the zoning ordinance, and the zoning map of the City of El Paso be revised accordingly.

Parcel 1 from R-3 (Residential) to C-4 (Commercial

116.872 acres of land consisting of Tracts 1A and 2, O. A. Danielson Survey No. 314, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

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DEPARTMENT OF PLANNING

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Beginning at the most northerly common corner of O. A. Danielson Surveys No. 314 and 315;

THENCE along the westerly boundary of said Survey No. 315, South 00°33'11" East a distance of 1141.95 feet to the TRUE POINT OF BEGINNING of this description;

THENCE continuing along the westerly boundary of said Survey No. 315, South 00°33'11" East a distance of 1960.34 feet to a point on the northeasterly right-of-way line of Interstate 10;

THENCE along the northeasterly right-of-way line of Interstate 10 the following seven courses:

South 87°03'22" West a distance of 377.44 feet,
North 68°35'33" West a distance of 867.18 feet,
North 44°01'40" West a distance of 1364.19 feet,
North 45°48'09" East a distance of 49.84 feet,
North 44°00'33" West a distance of 719.56 feet,
North 42°49'14" West a distance of 469.81 feet,
North 41°36'00" West a distance of 1603.87 feet to its intersection with the north boundary of said Survey No. 314;

THENCE along the north boundary of said Survey No. 314 North 89°59'59" East a distance of 2141.48 feet to a point;

THENCE along the southwesterly property line of Tract 1D, O. A. Danielson Survey No. 314, South 43°53'53" East a distance of 1559.57 feet to the TRUE POINT OF BEGINNING.

FR & R-3

Parcel 3, from C-1 (Commercial) to C-3 (Commercial)

47.789 acres of land consisting of a portion of Tract 1B1, O. A. Danielson Survey No. 314 and a portion of Tract 3A, Block 56, Ysleta Grant, City of El Paso, El Paso County, Texas and being more fully described by metes and bounds as follows:

Beginning at a point on the northeasterly boundary of the Ysleta Grant for the most easterly common corner of Tracts 3A and 3B of said Block 56;

THENCE along the common boundary between said Survey No. 314 and Block 56, Ysleta Grant, South 41°31'00" East a distance of 960.67 feet to the TRUE POINT OF BEGINNING of this description;

THENCE along the westerly right-of-way line of the intersection of Interstate 10 and Americas Avenue, South 02° 43'41" East a distance of 556.66 feet to a point;

THENCE along the northwesterly right-of-way line of the Americas Avenue, the following four courses:

South 17°33'01" West a distance of 64.18 feet,
South 38°09'29" West a distance of 399.37 feet,
South 38°09'35" West a distance of 400.14 feet,
South 38°10'05" West a distance of 1503.10 feet to a point;

THENCE North 06°49'55" West a distance of 312.00 feet to a point;

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DEPARTMENT OF PLANNING

THENCE North 37°42'05" East a distance of 213.16 feet to a point;

THENCE North 16°05'02" East a distance of 1258.72 feet to a point;

THENCE North 15°59'23" East a distance of 1491.10 feet to a point on the southwesterly right-of-way line of Interstate 10;

THENCE South 44°42'25" East a distance of 701.24 feet to a point;

THENCE continuing along the southwesterly right-of-way line of Interstate 10, South 33°09'58" East a distance of 147.30 feet to a point;

THENCE along the westerly right-of-way line of the intersection of Interstate 10 and Americas Avenue South 02°43'41" East a distance of 270.88 feet to the TRUE POINT OF BEGINNING.

Parcel 5, from F-R (Farm Ranch) to C-3 (Commercial)

Lot 1, Block 1, A & M Addition, City of El Paso, El Paso County, Texas containing 7.862 acres.

Parcel 6A from F-R (Farm Ranch) to C-3 (Commercial)

Being the description of 47.375 acres of land consisting of a portion of Lot 1 and Lot 2, Block 2, A & M Addition and a portion of Tract 2B and 2C, Block 1, Ysleta Grant, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a point, said point being the intersection of the easterly right-of-way line of Americas Avenue with the curb return of the southerly right-of-way line of A & M Circle;

THENCE along said southerly right-of-way line 31.42 feet along the arc of a curve to the right and having a radius of 20.00 feet, a central angle of 90°00'00" and a chord which bears North 83°06'15" East a distance of 28.28 feet to a point;

THENCE the following two courses along said right-of-way line;

South 51°53'45" East a distance of 597.36 feet to a point for a curve;
35.52 feet along the arc of a curve to the right having a radius of 30.00 feet, a central angle of 67°50'45", and a chord which bears South 17° 58'23" East a distance of 33.48 feet to a point lying on the westerly right-of-way line of Research Drive,

THENCE the following three courses along said right-of-way line;

South 15°57'00" West a distance of 211.83 feet to a point for a curve;

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MAY 8 1979
DEPARTMENT OF PLANNING

307.16 feet along the arc of a curve to the left, having a radius of 445.00 feet, a central angle of 39°32'54" and a chord which bears South 03°49'27" East a distance of 301.10 feet to a point; South 23°35'54" East a distance of 688.80 feet to a point;

THENCE South 66°24'06" West a distance of 1220.59 feet to a point;

THENCE North 51°53'45" West a distance of 954.09 feet to a point lying on the easterly right-of-way line of Americas Avenue;

THENCE North 38°06'15" East along said right-of-way line a distance of 1820.15 feet to the POINT OF BEGINNING.

Parcels 6B and 7B, from F-R (Farm Ranch) to A-2 (Apartment)

290.929 acres of land, consisting of a portion of Lot 1 and 2, Block 2, A & M Addition, a portion of Tract 1A and Tract 2A, Block 1, and Tract 1B, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas and being more fully described by metes and bounds as follows:

Beginning at the common corner of Block 1 and 56, Ysleta Grant with Block 5 of the Socorro Grant;

THENCE South 37°46'16" West along the common line of Block 1, Ysleta Grant with Block 5, Socorro Grant a distance of 3330.36 feet to a point lying on the northerly right-of-way line of the Mesa Drain;

THENCE North 39°44'00" West along said right-of-way line a distance of 3397.05 feet to a point;

THENCE North 38°06'15" East a distance of 2987.70 feet to a point;

THENCE South 51°53'45" East a distance of 547.17 feet to a point;

THENCE North 66°24'06" East a distance of 1220.59 feet to a point lying on the southerly right-of-way line of Research Drive;

THENCE South 23°35'54" East along said right-of-way line a distance of 1594.29 feet to a point;

THENCE North 66°24'06" East a distance of 45.00 feet to a point lying on the centerline of said Research Drive;

THENCE South 49°36'56" East a distance of 720.64 feet to a point;

THENCE South 15°57'00" West a distance of 496.74 feet to a point;

THENCE South 70°57'00" West a distance of 289.17 feet to the POINT OF BEGINNING of this description.

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Parcel 7A, from F-R (Farm Ranch) to A-O (Apartment Professional Office)

27.500 acres of land consisting of portions of Tracts 2A, 2B and 2C, Block 1, Ysleta Grant, City of El Paso, El Paso County, Texas and being more fully described by metes and bounds as follows:

Beginning at the intersection of the northerly right-of-way line of Mesa Drain with the easterly right-of-way line of Americas Avenue;

THENCE North 38°06'15" East along the easterly right-of-way line of Americas Avenue a distance of 1900.00 feet to a point;

THENCE South 51°53'45" East a distance of 706.92 feet to a point;

THENCE South 38°06'15" West a distance of 1987.70 feet to a point lying on the northerly right-of-way line of the Mesa Drain;

THENCE North 39°44'00" West a distance of 816.26 feet to the POINT OF BEGINNING of this description.

Parcel 8A from F-R (Farm Ranch) to C-3 (Commercial)

10.000 acres of land consisting of a portion of Tract 2A, Block 1, Ysleta Grant, City of El Paso, El Paso County, Texas and being more fully described by metes and bounds as follows:

Beginning at the point of intersection of northerly right-of-way line of North Loop Road and the easterly right-of-way line of Americas Avenue;

THENCE along the easterly right-of-way line of Americas Avenue the following two courses:

North 50°58'37" East a distance of 501.60 feet;
North 38°08'13" East a distance of 264.61 feet to a point lying on the southerly right-of-way line of Mesa Drain;

THENCE South 39°44'00" East along said right-of-way line a distance of 559.40 feet to a point;

THENCE South 38°08'15" West a distance of 721.40 feet to a point lying on the northerly right-of-way line of North Loop Road;

THENCE North 44°29'00" West along said right-of-way line a distance of 664.32 feet to the POINT OF BEGINNING.

Parcel 8B, from F-R (Farm Ranch) to A-2 (Apartment)

36.632 acres of land consisting of portions of Tracts 1A and 2A, Block 1, and all of Tracts 4A and 5, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas and being more fully described by metes and bounds as follows:

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South 42°16'15" West a distance of 390.36 feet,
South 50°51'10" West a distance of 395.75 feet
to a point,

THENCE along the northeasterly right-of-way line of North Loop Road North 44°29'00" West a distance of 220.98 feet to the POINT OF BEGINNING.

Parcel 11B, from F-R (Farm Ranch) to A-2 (Apartment)

5.969 acres of land consisting of Tracts 7B and 8F, block 2, Ysleta Grant, City of El Paso, El Paso County, Texas and being more fully described by metes and bounds as follows:

Beginning at the point of intersection of the southwesterly right-of-way line of North Loop Road and the southeasterly right-of-way line of Americas Avenue;

THENCE along the southwesterly right-of-way line of North Loop Road South 44°29'00" East a distance of 519.00 feet to the TRUE POINT OF BEGINNING of this description;

THENCE continuing along the southwesterly right-of-way line of North Loop Road South 44°29'00" East a distance of 433.40 feet to a point,

THENCE along the westerly property line of Tracts 8D and 7A of said Block 2 South 32°13'00" West a distance of 387.10 feet to a point;

THENCE along the northerly property line of Tract 7A, North 81°10'30" West a distance of 283.50 feet to a point;

THENCE along the northerly property line of Tract 3B the following two courses:

North 64°16'00" West a distance of 294.18 feet,
North 47°53'00" West a distance of 110.10 feet
to a point;

THENCE along the northeasterly property line of Tract 11A, North 02°41'00" West a distance of 167.20 feet to a point;

THENCE along the southerly property line of Tract 8A the following three courses:

South 52°26'00" East a distance of 160.00 feet,
South 84°48'18" East a distance of 199.13 feet,
North 30°31'00" East a distance of 400.00 feet

to the TRUE POINT OF BEGINNING.

PASSED AND APPROVED this 1st day of May, 1979.

Mayor Pro Tem

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

I CERTIFY THAT THE FOLLOWING ZONING MAPS HAVE BEEN REVISED:
5-14-79 COUNTER
5-14-79 ORIGINAL
5-14-79 CONTROL

I certify that the zoning map has been revised to reflect the amendment of ordinance #6567 Date 5-14-79

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Beginning at the common southeasterly corner of Block 1 and 2, Ysleta Grant, which also lies on the northwesterly boundary of Block 5, Socorro Grant;

THENCE along the southerly boundary of said Block 1, North 88°05'00" West a distance of 366.46 feet to a point;

THENCE along the southwesterly right-of-way line of Mesa Drain North 39°40'00" West a distance of 462.70 feet to the TRUE POINT OF BEGINNING of this description;

THENCE South 32°02'00" West a distance of 688.44 feet to a point;

THENCE along the northerly right-of-way line of North Loop Road North 38°15'59" West a distance of 666.04 feet to a point;

THENCE around the boundary of Tract 4B, Block 2, Ysleta Grant, the following three courses:

North 70°23'11" East a distance of 261.49 feet,
North 63°35'02" West a distance of 244.97 feet,
South 32°29'00" West a distance of 153.35 feet
to a point,

THENCE along the northerly right-of-way line of North Loop Road North 38°15'59" West a distance of 611.70 feet to a point;

THENCE continuing along the northerly right-of-way line of North Loop Road North 44°29'00" West a distance of 1077.84 feet to a point;

THENCE North 38°08'15" East a distance of 721.40 feet to a point lying on the southerly right-of-way line of Mesa Drain;

THENCE along the southerly right-of-way line of Mesa Drain, South 39°44'00" East a distance of 2487.51 feet to the TRUE POINT OF BEGINNING.

C-4
Parcel 9, from ~~R-R~~ (Farm Ranch) to C-3 (Commercial)

5.588 acres of land, being a portion of Tract 2A, Block 1, Ysleta Grant, City of El Paso, El Paso County, Texas and being more fully described by metes and bounds as follows:

Beginning at the most westerly corner of said Tract 2A, being also the intersection of the northeasterly right-of-way line of North Loop Road and the southeasterly right-of-way line of Bryan Road;

THENCE along the southeasterly right-of-way line of Bryan Road, North 36°47'00" East a distance of 424.31 feet to a point;

THENCE along the southeasterly right-of-way line of Mesa Drain, South 39°44'00" East a distance of 362.18 feet to a point;

THENCE along the northwesterly right-of-way line of Americas Avenue, the following two courses:

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78-430

CONTRACT

THIS CONTRACT, made this 26th day of April, 1979, by and between IVEY INVESTMENTS, LTD., a Texas limited partnership, and DAVIS HOLDMAN, First Parties, and the CITY OF EL PASO, Second Party, witnesseth:

First Parties have applied to the City of El Paso for rezoning of certain property located in the City and County of El Paso, State of Texas, such property being more particularly described in Ordinance No. 6567, now pending before the City Council of the City of El Paso, a copy of which is attached hereto, marked Exhibit "A" and made a part hereof by reference. To remove certain objections to such rezoning, First Parties covenant that if the property is rezoned as indicated in the attached ordinance, it shall be subject to the following restrictions, conditions and covenants:

1. No development of any kind will be done on any parcel of the property until complete and detailed site development and architectural plans of the proposed development on such parcel have been submitted by First Parties and approved by the City Plan Commission of the City of El Paso.

2. No building permits will be issued for construction on parcel numbers 6B, 7A, 7B, 8B and 11B in Exhibit "A" attached hereto, until a subdivision map of the parcel upon which construction is to be performed has been approved by the City Plan Commission of the City of El Paso and filed for record.

3. The total number of dwelling units to be constructed on the portions of the property which are zoned A-2 and are described as parcel numbers 6B, 7B, 8B and 11B in Exhibit "A" attached hereto, shall not exceed 1500 units, notwithstanding the maximum number permitted under A-2 zoning. The term "dwelling unit" as used herein shall mean one or more habitable rooms, including kitchen facilities, designed for occupancy by one family for living and sleeping purposes.

78-4-30
MAY 2 - 1979
DEPARTMENT OF PLANNING

6567

RESOLUTION

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

That the Mayor be authorized to sign a contract between Ivy Investments, Ltd and Davis Holdman, placing certain restrictions, conditions and covenants on the property being rezoned by Ordinance No. 6[redacted].

ADOPTED this 1st day of May, 1979.

Mayor Pro Tem

ATTEST:

City Clerk

78-423
MAY 9 - 1979
DEPARTMENT OF PLANNING

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

BEFORE ME, the undersigned authority, on this day personally appeared JOHN P. IVEY, General Partner of IVEY INVESTMENTS, LTD., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of of said partnership, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26 th day of April, 1979.

Guadalupe Rios
Notary Public in and for
El Paso County, Texas

GUADALUPE RIOS, Notary Public
in and for El Paso County, Texas
My commission expires Oct 17 1980

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

BEFORE ME, the undersigned authority, on this day personally appeared DAVIS HOLDMAN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26 th day of April, 1979.

Guadalupe Rios
Notary Public in and for
El Paso County, Texas

GUADALUPE RIOS, Notary Public
in and for El Paso County, Texas
My commission expires Oct 17 1980

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

BEFORE ME, the undersigned authority, on this day personally appeared Don H. Landon, Mayor Pro Tem of the City of El Paso, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged before me in my county aforesaid that he had executed the same for the purposes and consideration and in the capacity therein expressed, and as the act and deed of the City of El Paso.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of May, 1979.

78-420
MAY 2 - 1979
DEPARTMENT
OF PLANNING

Notary Public in and for
El Paso County, Texas

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Thence, along said northerly proposed right-of-way line, North 51° 01'03.50" East, a distance of 396.68 feet to a point of deflection;

Thence, along said northerly proposed right-of-way line, North 42°26'08.50" East, a distance of 401.01 feet to a point on the westerly right-of-way line of Mesa Drain;

Thence, along said westerly right-of-way line of Mesa Drain, South 39° 44'00" East, a distance of 35.13 feet to a point on the northerly existing right-of-way line of Loop 375;

Thence, along said northerly existing right-of-way line, South 42°26'08.50" West, a distance of 399.60 feet to a point of deflection;

Thence, along said northerly existing right-of-way line, South 51°01'03.50" West, a distance of 395.95 feet to a point on the easterly right-of-way line of F.M. Highway 76 and to the true point of beginning, containing an area of 0.640 of an acre of land, more or less.

It is expressly agreed and understood that this is a partial release and the same shall in no wise release, affect or impair said contract against any other property in said instrument mentioned.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

APPROVED AS TO CONTENT:

Department of Planning,
Research and Development

SIGNATURES CONTINUED ON NEXT PAGE

6567

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 7th day of April, 1987, by JONATHAN W. ROGERS, as Mayor of the City of El Paso, Texas.

Billie Jean Branham
Notary Public, State of Texas

My Commission Expires:

6/30/88

TCG1:012

BILLIE JEAN BRANHAM
Notary Public
STATE OF TEXAS
My Comm. Exp. 6/30/88

68517

CONTRACT

THIS CONTRACT, made this 26th day of April, 1979, by and between IVEY INVESTMENTS, LTD., a Texas limited partnership, and DAVIS HOLDMAN, First Parties, and the CITY OF EL PASO, Second Party, witnesseth:

First Parties have applied to the City of El Paso for rezoning of certain property located in the City and County of El Paso, State of Texas, such property being more particularly described in Ordinance No. 6567, now pending before the City Council of the City of El Paso, a copy of which is attached hereto, marked Exhibit "A" and made a part hereof by reference. To remove certain objections to such rezoning, First Parties covenant that if the property is rezoned as indicated in the attached ordinance, it shall be subject to the following restrictions, conditions and covenants:

1. No development of any kind will be done on any parcel of the property until complete and detailed site development architectural plans of the proposed development on such parcel have been submitted by First Parties and approved by the City Plan Commission of the City of El Paso.

2. No building permits will be issued for construction on parcel numbers 6B, 7A, 7B, 8B and 11B in Exhibit "A" attached hereto, until a subdivision map of the parcel upon which construction is to be performed has been approved by the City Plan Commission of the City of El Paso and filed for record.

3. The total number of dwelling units to be constructed on the portions of the property which are zoned A-2 and are described as parcel numbers 6B, 7B, 8B and 11B in Exhibit "A" attached hereto, shall not exceed 1500 units, notwithstanding the maximum number permitted under A-2 zoning. The term "dwelling unit" as used herein shall mean: one or more habitable rooms, including kitchen facilities, designed for occupancy by one family for living and sleeping purposes.

989-900

STATE OF TEXAS)
)
COUNTY OF EL PASO)

PARTIAL RELEASE

This Partial Release of Contract is executed this 21st day of May, 1991, by the CITY OF EL PASO, witness:

WHEREAS, by Contract dated April 26, 1979, recorded in Volume 989, Page 900, Real Property Records of El Paso County, Texas, a copy of which is attached hereto, marked Exhibit "A" and made a part hereof by reference, **IVEY INVESTMENTS, LTD.**, a Texas limited partnership, and **DAVIS HOLDMAN**, and the **CITY OF EL PASO**, entered into a contract in connection with the rezoning of property more particularly described in Ordinance No. 6567, which placed certain restrictions, conditions and covenants on such property; and

WHEREAS, Exhibit "A" was amended by a contract amendment on January 31, 1989, a copy of which is attached hereto, marked Exhibit "B" and made a part hereof by reference, and

WHEREAS, the City of El Paso now desires to release a parcel of the property described in the April 26, 1979 contract and the January 31, 1989 contract amendment, if applicable, from the contract conditions because the parcel is being acquired for the widening of North Loop Road;

NOW, THEREFORE, the City of El Paso hereby releases the following described parcel from the restrictions, conditions and covenants contained in the above-referenced contract and contract amendment, which are attached hereto as Exhibit "A" and Exhibit "B":

> Parcel No. 210: a 0.231 acre parcel of land, more or less, out of a portion of Tract 2D, Block 1, Ysleta Grant, City of El Paso, El Paso County, Texas, being more

Case # 78-4230
Contract Amend 1-31-89

Partial Release 5-21-91
B.

particularly described by metes and bounds in Attachment 1, which is attached hereto and made a part hereof for all purposes,

It is expressly agreed and understood that this is a Partial Release and the same shall in no wise release, affect or impair the April 26, 1979 contract and January 31, 1989 contract amendment against any other property which is described in Exhibit "A" and Exhibit "B".

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

THE CITY OF EL PASO

Mayor PRO-TEM

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

APPROVED AS TO CONTENT:

Department of Planning,
Research and Development

(Acknowledgement On Following Page)

2

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 24th day of May, 1991, by ~~SUZANNE S. MEAD~~ ARVES E. JONES as Mayor of the City of El Paso. PRO-TEM

Kathryn A. Murphy
Notary Public, State of Texas
Notary's Name Printed:

Notary's Commission Expires:

OFFICIAL SEAL
KATHRYN A. MURPHY
NOTARY PUBLIC
In and for the State of Texas
My commission expires 2-11-95

TCG4/PARCE210.REL

3

RESOLUTION

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

That the Mayor be authorized to execute a Partial Release whereby the **CITY OF EL PASO** releases Parcel No. 210 from the April 26, 1979 contract, between the **CITY OF EL PASO** and **IVEY INVESTMENTS, LTD.**, a Texas limited partnership, and **DAVIS HOLDMAN**, whereby certain restrictions, conditions and covenants were placed on a portion of Tract 2D, Block 1, Ysleta Grant, City of El Paso, El Paso County, Texas.

ADOPTED this 21 day of May, 1991.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

TCG4/PARCE210.RES

This contract is a restriction, condition and covenant running with the land and a charge and servitude thereon, and shall bind First Parties and their successors in title. Any future conveyance of the land shall contain this restriction, condition and covenant and shall embody this agreement by express reference.

The City may enforce this agreement by injunction or any other legal or equitable remedy. The City Council of the City of El Paso may release the above restrictions, conditions and covenants in its discretion without the consent of any third person who may be benefited thereby.

WITNESS the following signatures and seal:

IVEY INVESTMENTS, LTD., a Texas limited partnership

By: John P. Ivey
John P. Ivey, General Partner

Davis Holdman

THE CITY OF EL PASO

By: Mayor Pro Tem

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

78-42-30
MAY 2 - 1979
DEPARTMENT OF PLANNING

-2-

South 42°16'15" West a distance of 190.36 feet,
South 50°51'10" West a distance of 396.75 feet
to a point,

THENCE along the northeasterly right-of-way line of North Loop Road North 44°29'00" West a distance of 220.98 feet to the POINT OF BEGINNING.

Parcel 11B, from F-R (Farm Ranch) to A-2 (Apartment)

5.969 acres of land consisting of Tracts 7B and 8F, block 2, Ysleta Grant, City of El Paso, El Paso County, Texas and being more fully described by metes and bounds as follows:

Beginning at the point of intersection of the southwesterly right-of-way line of North Loop Road and the southeasterly right-of-way line of Americas Avenue;

THENCE along the southwesterly right-of-way line of North Loop Road South 44°29'00" East a distance of 519.00 feet to the TRUE POINT OF BEGINNING of this description;

THENCE continuing along the southwesterly right-of-way line of North Loop Road South 44°29'00" East a distance of 433.40 feet to a point,

THENCE along the westerly property line of Tracts 8D and 7A of said Block 2 South 32°13'00" West a distance of 387.10 feet to a point;

THENCE along the northerly property line of Tract 7A, North 81°10'30" West a distance of 283.50 feet to a point;

THENCE along the northerly property line of Tract 3B the following two courses:

North 64°16'00" West a distance of 284.18 feet,
North 47°53'00" West a distance of 110.10 feet
to a point;

THENCE along the northeasterly property line of Tract 11A, North 02°41'00" West a distance of 167.20 feet to a point;

THENCE along the southerly property line of Tract 8A the following three courses:

South 52°26'00" East a distance of 160.00 feet,
South 84°48'18" East a distance of 199.13 feet,
North 30°31'00" East a distance of 400.00 feet

to the TRUE POINT OF BEGINNING.

PASSED AND APPROVED this 1st day of May, 1979.

Mayor Pro Tem

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

I CERTIFY THAT THE FOLLOWING ZONING MAPS HAVE BEEN REVISED:
COUNTER 5-14-79
ORIGINAL 5-14-79
CONTROL 5-14-79

I certify that the zoning map has been revised to reflect the amendment of ordinance # 6257 Date 5-14-79

6257

STATE OF TEXAS)
)
COUNTY OF EL PASO)

PARTIAL RELEASE

This Partial Release of Contract is executed this 21st day of May, 1991, by the **CITY OF EL PASO**, witness:

WHEREAS, by Contract dated April 26, 1979, recorded in Volume 989, Page 900, Real Property Records of El Paso County, Texas, a copy of which is attached hereto, marked Exhibit "A" and made a part hereof by reference, **IVEY INVESTMENTS, LTD.**, a Texas limited partnership, and **DAVIS HOLDMAN**, and the **CITY OF EL PASO**, entered into a contract in connection with the rezoning of property more particularly described in Ordinance No. 6567, which placed certain restrictions, conditions and covenants on such property; and

WHEREAS, Exhibit "A" was amended by a contract amendment on January 31, 1989, a copy of which is attached hereto, marked Exhibit "B" and made a part hereof by reference, and

WHEREAS, the City of El Paso now desires to release a parcel of the property described in the April 26, 1979 contract and the January 31, 1989 contract amendment, if applicable, from the contract conditions because the parcel is being acquired for the widening of North Loop Road;

NOW, THEREFORE, the City of El Paso hereby releases the following described parcel from the restrictions, conditions and covenants contained in the above-referenced contract and contract amendment, which are attached hereto as Exhibit "A" and Exhibit "B":

> Parcel No. 210: a 0.231 acre parcel of land, more or less, out of a portion of Tract 2D, Block 1, Ysleta Grant, City of El Paso, El Paso County, Texas, being more

Case # 78-4-230
Contract Amend 1-31-89

Partial Release 5-21-91

particularly described by metes and bounds in Attachment 1, which is attached hereto and made a part hereof for all purposes,

It is expressly agreed and understood that this is a Partial Release and the same shall in no wise release, affect or impair the April 26, 1979 contract and January 31, 1989 contract amendment against any other property which is described in Exhibit "A" and Exhibit "B".

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

THE CITY OF EL PASO

Mayor PRO-TEM

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

APPROVED AS TO CONTENT:

Department of Planning,
Research and Development

(Acknowledgement On Following Page)

RESOLUTION

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

That the Mayor be authorized to execute a Partial Release whereby the **CITY OF EL PASO** releases Parcel No. 210 from the April 26, 1979 contract, between the **CITY OF EL PASO** and **IVEY INVESTMENTS, LTD.**, a Texas limited partnership, and **DAVIS HOLDMAN**, whereby certain restrictions, conditions and covenants were placed on a portion of Tract 2D, Block 1, Ysleta Grant, City of El Paso, El Paso County, Texas.

ADOPTED this 21 day of May, 1991.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

TCG4/PARCE210.RES

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 24th day of May, 1991, by ~~SUZANNE G. ABAR~~, as Mayor of the City of El Paso. ARVES E. JONES PRO-TEM

Kathryn A. Murphy
Notary Public, State of Texas
Notary's Name Printed:

Notary's Commission Expires:

OFFICIAL SEAL
KATHRYN A. MURPHY
NOTARY PUBLIC
In and for the State of Texas
My commission expires 2-11-95

TCG4/PARCE210.REL

CONTRACT

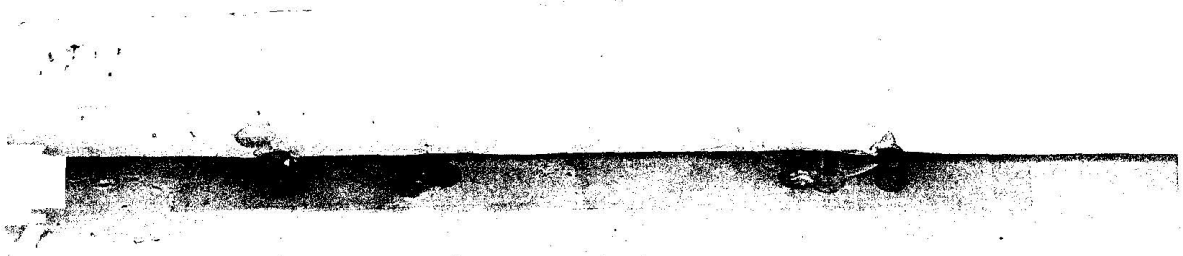
THIS CONTRACT, made this 26th day of April, 1979, by and between IVEY INVESTMENTS, LTD., a Texas limited partnership, and DAVIS HOLDMAN, First Parties, and the CITY OF EL PASO, Second Party, witnesseth:

First Parties have applied to the City of El Paso for rezoning of certain property located in the City and County of El Paso, State of Texas, such property being more particularly described in Ordinance No. 6567, now pending before the City Council of the City of El Paso, a copy of which is attached hereto, marked Exhibit "A" and made a part hereof by reference. To remove certain objections to such rezoning, First Parties covenant that if the property is rezoned as indicated in the attached ordinance, it shall be subject to the following restrictions, conditions and covenants:

1. No development of any kind will be done on any parcel of the property until complete and detailed site development and architectural plans of the proposed development on such parcel have been submitted by First Parties and approved by the City Plan Commission of the City of El Paso.

2. No building permits will be issued for construction on parcel numbers 6B, 7A, 7B, 8B and 11B in Exhibit "A" attached hereto, until a subdivision map of the parcel upon which construction is to be performed has been approved by the City Plan Commission of the City of El Paso and filed for record.

3. The total number of dwelling units to be constructed on the portions of the property which are zoned A-2 and are described as parcel numbers 6B, 7B, 8B and 11B in Exhibit "A" attached hereto, shall not exceed 1500 units, notwithstanding [illegible] permitted under A-2 zoning. The term



This contract is a restriction, condition and covenant running with the land and a charge and servitude thereon; and shall bind First Parties and their successors in title. Any future conveyance of the land shall contain this restriction, condition and covenant and shall embody this agreement by express reference.

The City may enforce this agreement by injunction or any other legal or equitable remedy. The City Council of the City of El Paso may release the above restrictions, conditions and covenants in its discretion without the consent of any third person who may be benefited thereby.

WITNESS the following signatures and seal:

IVEY INVESTMENTS, LTD., a Texas limited partnership

By: John P. Ivey
John P. Ivey, General Partner

Davis Holdman
Davis Holdman

ATTEST:

City Clerk

THE CITY OF EL PASO

By:
Mayor Pro Tem

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

PARTIAL RELEASE

This partial release of contract is executed this 7th day of April, 1987, by the CITY OF EL PASO, witness:

WHEREAS, by contract dated April 26, 1979, recorded in Book 989, Page 900, of the Deed Records of El Paso County, Texas, a copy of which is attached hereto, marked Exhibit "A", and made a part hereof by reference, Ivey Investments, LTD., a Texas limited partnership, and Davis Holdman, and the City of El Paso, entered into a contract in connection with the rezoning of certain property located in the City and County of El Paso, State of Texas, such property being more particularly described in Ordinance No. 6567, placing certain restrictions on such property, and

WHEREAS, the City of El Paso now desires to release a portion of the property described in the above-referenced contract,

NOW, THEREFORE, the City of El Paso hereby releases the following described properties from the restrictions, conditions and covenants contained in the above-referenced contract which is attached hereto as Exhibit "A":

Parcel 102: Being 0.640 of an acre of land, more or less, out of and part of Tract 2D, Block 1, Ysleta Grant, City of El Paso, El Paso County, Texas, said 0.640 of an acre of land being more particularly described by metes and bounds as follows to-wit:

STATE OF TEXAS)
COUNTY OF EL PASO)

PARTIAL RELEASE

This Partial Release of Contract is executed this 21st day of May, 1991, by the CITY OF EL PASO, witness:

WHEREAS, by Contract dated April 26, 1979, recorded in Volume 989, Page 900, Real Property Records of El Paso County, Texas, a copy of which is attached hereto, marked Exhibit "A" and made a part hereof by reference, **IVEY INVESTMENTS, LTD.**, a Texas limited partnership, and **DAVIS HOLDMAN**, and the **CITY OF EL PASO**, entered into a contract in connection with the rezoning of property more particularly described in Ordinance No. 6567, which placed certain restrictions, conditions and covenants on such property; and

WHEREAS, Exhibit "A" was amended by a contract amendment on January 31, 1989, a copy of which is attached hereto, marked Exhibit "B" and made a part hereof by reference, and

WHEREAS, the City of El Paso now desires to release a parcel of the property described in the April 26, 1979 contract and the January 31, 1989 contract amendment, if applicable, from the contract conditions because the parcel is being acquired for the widening of North Loop Road;

NOW, THEREFORE, the City of El Paso hereby releases the following described parcel from the restrictions, conditions and covenants contained in the above-referenced contract and contract amendment, which are attached hereto as Exhibit "A" and Exhibit "B":

Parcel No. 210: a 0.231 acre parcel of land, more or less, out of a portion of Tract 2D, Block 1, Ysleta Grant, City of El Paso, El Paso County, Texas, being more

P.T.O. Release 5-21-91

Parcel clearly described by metes and bounds in Attachment 1, which is attached hereto and made a part hereof for all purposes,

It is expressly agreed and understood that this is a Partial Release and the same shall in no wise release, affect or impair the April 6, 1979 contract and January 31, 1989 contract amendment against any other property which is described in Exhibit "A" and Exhibit "B".

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

THE CITY OF EL PASO

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

APPROVED AS TO CONTENT:

Department of Planning,
Research and Development

(Acknowledgement On Following Page)

2

ATTACHMENT 4

Planning and Inspections Department - Planning Division

Staff recommends APPROVAL of the request. This recommendation is based on the proposed zoning district's compatibility with commercial and light industrial uses in the surrounding area with no negative impacts expected on adjacent properties. Furthermore, the proposed development meets the intent of the proposed G-7, Industrial and/or Railyard land use designation of *Plan El Paso*, the City's Comprehensive Plan in the Mission Valley Planning area.

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 the 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. Include acceleration and deceleration lanes in the intersection of N. Americas Ave and Christo Del Rey according to TxDot approval.
2. Comply with Concrete apron for driveways 6-17 in DSC.
3. Provide concrete sidewalk abutting property line along R.O.W.
4. Onsite ponding area, "The retention of all storm-water runoff discharge volume is required within this subdivision's limits in compliance with all provisions of (Muni-Code 19.19.010A, SDM, and DDM Section 11.1)." this commercial area is not part of the Rancho del Rey area.
5. The proposed ponding area for subdivision shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event at the time of grading permit.
6. The property is in the flood zone "AH" and "B". Comply with all FEMA requirements.
7. 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, including calculations at the time of grading permit.

Note: Comments will be addressed at the permitting stage.

Fire Department

No adverse comments.

Police Department

No comments received.

Environment Services

No comments.

Sun Metro

No comments received.

Streets and Maintenance Department

Traffic & Transportation Engineering

Street and Maintenance Traffic Engineering has granted the TIA deferral letter.

Note: TIA is deferred to Subdivision platting stage.

Streets Lighting:

Americas Ave. and North Loop Dr. are Texas Department of Transportation (TXDoT) right-of-way (ROW).

For the development of a subdivision a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals**. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site***. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)* and any other applicable standards or requirements of the city.

Street Lights Department requires that a project that involves a roadway is to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

City of El Paso Codes to be followed:
*Title 19 - 19.16.010 - Streetlighting.
**18.18.190 – Submission contents.
*** 19.02.040 Criteria for approval.

Note: Comments to be addressed at Subdivision stage.

Contract Management:
No objection to proposed rezoning.
For future development, a complete set of improvement plans shall be submitted for review.
Indicate that any proposed infrastructure improvements located within the city right-of-way must follow the design standards for construction (DSC), in accordance with its municipal code.

Indicate that any damage to existing infrastructure caused by the development of this project must be restore to its original or better condition.

El Paso Water
EPWater-PSB does not object to this request.

Water
The Owner/Developer has entered into a Development Agreement with the El Paso Water – Public Service Board (EPWater-PSB) to install a 12-inch diameter water main along Americas Ave., a 15-foot PSB easement, and Rancho Del Rey Drive to provide service to Rancho Del Rey Logistics Park. The Developer's utility contractor will install the water main which will be available for permanent service once EPWater-PSB issues a Letter of Final Acceptance of the facilities.

There is an existing 12-inch diameter water main that extends along Camino Del Rey Dr., located approximately 19-feet west of the eastern right-of-way line. This main is available to provide service.

There is an existing 48-inch diameter water transmission main that extends along an existing 30-foot PSB easement east of the property. This main then extends west along Camino Del Rey Drive. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

There is an existing 42-inch water main that extends along Rancho Del Rey Drive. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

Previous water pressure from fire hydrant #11037 last tested 12/2/2025 located approximately 728 feet east of the intersection between Camino Del Rey and Via Placita Street has yield a static pressure of 108 psi, a residual pressure of 100 psi, and a discharge of 1,384 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.

Sanitary Sewer

There is an existing 15-inch diameter sanitary sewer main that extends along Camino Del Rey Dr., located approximately 18-feet east of the western right-of-way line. This main dead-ends approximately 725-feet south of Rancho Del Rey Drive. This main is available to provide service.

There is an existing 21-inch sanitary sewer main that extends along a 30-foot PSB easement east of the property. At the intersection of Camino Del Rey Drive and Rancho Del Rey Drive, this main then extends north along Camino Del Rey Drive. No direct service connections are allowed to this sanitary sewer main as per the El Paso Water Utilities – Public Service Board Rules and Regulations.

There is an existing 48-inch sanitary main interceptor that extends along a 30-foot PBS easement north of and parallel to Mesa Drain. No direct service connections are allowed to this sanitary sewer main as per the El Paso Water Utilities – Public Service Board Rules and Regulations.

General

Service availability will depend on expected peak water demand, peak wastewater flow and type of wastewater discharge. Pretreatment of wastewater may be required depending on type of development

A 12-inch water main extension along a PSB easement east of and parallel to Americas Avenue will be required to provide service. Sanitary sewer main extensions will also be required to provide service. Water main shall be extended crating a looped system. Main extension and easement acquisition costs are the responsibility of the Owner.

No building, reservoir, structure, parking stalls or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced EPWater-PSB easement without the written consent of EPWater-PSB. The Developer shall refrain from constructing rock walls, signs, buildings, curbs or any structure that will interfere with the access to the PSB easements. There shall be at least 5-foot setback from the easement line to any building, sign or structure. All easements dedicated for public water, sanitary sewer main and facilities shall comply with the EPWater-PSB Easement Policy. The PSB easements shall be improved to allow the operation of EPWater maintenance vehicles. EPWater-PSB requires access to the proposed water, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week.

During the site improvement work, the Owner/Developer shall safeguard the existing water/sanitary sewer mains and appurtenant structures located within the subdivision. The Owner/Developer shall minimize changes in grade above or near the vicinity of the existing PSB facilities and is responsible for the costs of setting appurtenant structures to final grade.

EPWater-PSB requests that site be graded so that sanitary sewer may be provided by gravity.

EPWater-PSB 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:
EP Water-SW reviewed the property described above and provided the following comments:

1. As per the Municipal Code: New developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of green space, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.
2. 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.
3. There is an irrigation channel that leads to the Mesa Spur Drain. How will this be handled or diverted?
4. The industrial development will require to hold their water, as they are abutted by drainage channels and Texas DOT roads.

Note: Comments to be addressed at permitting stage.

El Paso County 911 District
No comments or concerns regarding this zoning.

Texas Department of Transportation
The driveway being proposed on SL375 (N Americas Ave) will need to be approved by our Access Management Committee (AMC). Once they are ready for this application, they will have to contact us at ELP-ACCESSMGMT@txdot.gov and transportation engineer Karla Rios at Karla.Rios@txdot.gov

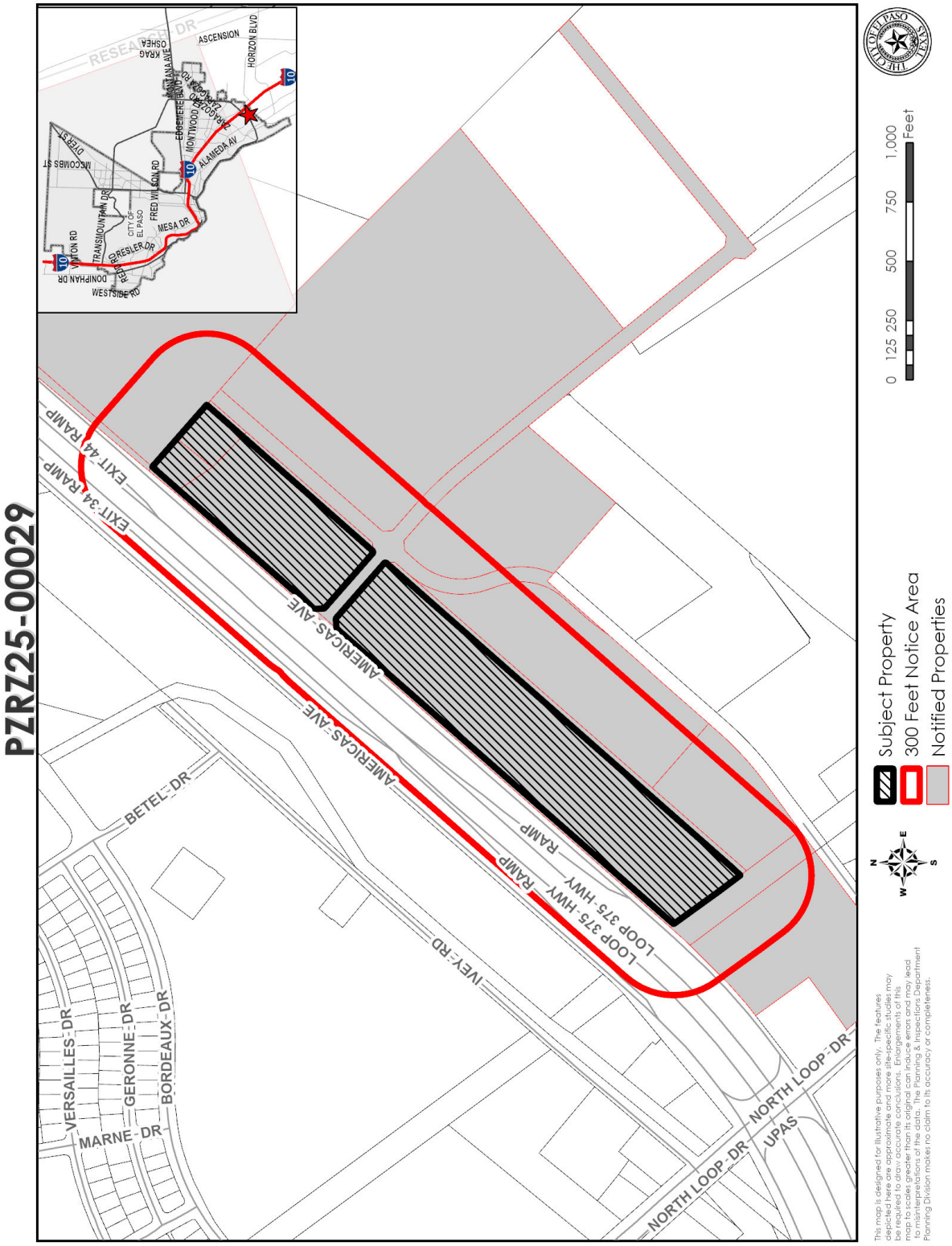
El Paso County Water Improvement District #1
No comments received.

Texas Gas Service
No comments.

El Paso Electric
Please note the existing lines around the property, no ponding or change of grade can be done without review. We have attached a copy of the ROW Guidelines for the developer.

Note: Comments will be addressed at the platting stage.

ATTACHMENT 5



DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Ben Lee Ivey
Business Name	Ben L Ivey LTD
Agenda Item Type	
Relevant Department	

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

[x] I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

[ ] I have made campaign contributions or donations totaling an aggregate of $500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: Ben Lee Avey Date: 12-02-2025

File #: 26-0576, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 6
Planning and Inspections, Kevin Smith, (915) 212-1566
Planning and Inspections, Alejandra González, (915) 212-1506

AGENDA LANGUAGE:

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

An Ordinance amending the Future Land Use Map (FLUM) contained in "Plan El Paso" for the properties legally described as Tracts 2A6, 2A6B, 2C2 and 2B2, Block 1, Ysleta Grant, City of El Paso, El Paso County, Texas, from O-3, Agriculture to G-7, Industrial and/or Railyards.

Subject Property: Generally Southeast of Americas Ave. and Northeast of North Loop Dr.
Applicant: Ben L. Ivey, LTD.
Case Number: PLCP26-00001

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Planning and Inspections

AGENDA DATE: 5/12/26

PUBLIC HEARING DATE: 6/9/26

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Alejandra González **PHONE NUMBER:** (915) 212-1506

DISTRICT(S) AFFECTED: 6

AGENDA ITEM:

An Ordinance amending the Future Land Use Map (FLUM) contained in "Plan El Paso" for the property described as Tracts 2A6, 2A6B, 2C2 and 2B2, Block 1, Ysleta Grant, City of El Paso, El Paso County, Texas from O-3, Agriculture to to G-7, Industrial and/or Railyards.

Subject Property: Generally Southeast of Americas Ave. and Northeast of North Loop Dr.
Applicant: Ben L. Ivey, LTD.
Case Number: PLCP26-00001

ISSUE STATEMENT:

The applicant is requesting to revise the Future Land Use Map designation for the subject property from O-3, Agriculture to G-7, Industrial and/or Railyards. The request is being reviewed in accordance with El Paso City Code Title 20 - Zoning and Plan El Paso, the City's Comprehensive Plan.

BACKGROUND:

The applicant is requesting to revise the Future Land Use Map designation from O-3, Agriculture to G-7, Industrial and/or Railyards. City Plan Commission recommended 6-0 to approve the proposed Future Land Use Map amendment on April 23, 2026.

As of April 28 2026, the Planning Division has not received any communication in support or opposition to the rezoning request. See attached staff report for additional information.

COUNCIL OPTIONS:

Approve - Staff and CPC recommendation
Approve with Conditions
Deny

COMMITTEE REVIEW AND/OR RECOMMENDATION:

City Plan Commission recommended 6-0 to approve the proposed Future Land Use Map amendment on April 23, 2026.

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

N/A

RELATED CITY POLICIES:

El Paso City Code Title 20 - Zoning, Plan El Paso

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

☐ *Legal counsel reviewed as a part of Council packet*

☑ *Legal counsel reviewed in advance of packet as an individual item*

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

See attached.

NAME	AMOUNT ($)

ATTACHMENTS:

A. Ordinance
B. Staff Report
C. Contribution Form

FOR MORE INFORMATION:

Luis Zamora, Chief Planner (915) 212-1552 ZamoraLF@elpasotexas.gov

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

SIGNATURE: Kevin Smith for Philip Etiwe

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP (FLUM) CONTAINED IN "PLAN EL PASO" FOR THE PROPERTIES LEGALLY DESCRIBED AS TRACTS 2A6, 2A6B, 2C2 AND 2B2, BLOCK 1, YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM O-3 AGRICULTURE TO G-7, INDUSTRIAL AND/OR RAILYARDS.

WHEREAS, *Plan El Paso*, as subsequently amended, was initially adopted by the El Paso City Council on March 6, 2012 pursuant to provisions of the Texas Local Government Code as the Comprehensive Plan for the City; and

WHEREAS, the Comprehensive Plan provides a basis for the City's regulations and policies that directs its physical and economic development; and

WHEREAS, the Future Land Use Map (FLUM) is one of the policies adopted by the El Paso City Council contained within the Comprehensive Plan which identifies desired land use patterns; and

WHEREAS, the City's Future Land Use Map serves as a guide to the type and manner of future development for the City of El Paso; and

WHEREAS, when changes and amendments to the zoning map are requested, the reviewing City departments and the City Plan Commission must make recommendations regarding the conformity of the proposed change to the City's Comprehensive Plan; and

WHEREAS, in some instances when a request to amend the zoning map does not conform to the Future Land Use Map, an amendment to that map may be required; and

WHEREAS, the City Plan Commission, after conducting a public hearing, recommended the proposed amendment to the Future Land Use Map; and

WHEREAS, after conducting a public hearing**,** the proposed amendment to the Future Land Use Map of *Plan El Paso* will have no negative impact upon the public health, safety, morals, and general welfare of the City, and will carry out the purpose and spirit of the policies expressed in *Plan El Paso*.

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

1. That the areas identified in "Exhibit A" and legally described as Tracts 2A6, 2A6B, 2C2 and 2B2, Block 1, Ysleta Grant, City of El Paso, El Paso County, Texas, be incorporated into the City's Comprehensive Plan, *Plan El Paso*, for all the purposes, including amending the Future Land Use Map from O-3 Agriculture to G-7, Industrial and/or railyards.

2. That *Plan El Paso* and its related documents, as herein modified, shall remain in full force and effect as to the long-range general policies for guiding growth and development in the City.

ADOPTED this _____ day of _____, 2026.

THE CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

_____
Mona H. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

Kevin Smith for
_____
Philip Etiwe, Director
Planning & Inspections Department

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

PARCEL 1

THAT CERTAIN **16.606 ACRE** PARCEL OF LAND, SITUATED WITHIN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, BEING A PORTION OF TRACT 2A, YSLETA GRANT BLOCK NO. 1, BEING A PORTION OF THAT CERTAIN 25.193 ACRE PARCEL OF LAND, AS DESCRIBED TO BEN L. IVEY, LTD., OF RECORD IN DOCUMENT NO. 2012-0046828, DEED RECORDS OF EL PASO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a city monument located at the point of intersection of a curve along Camino Del Rey Drive (right-of-way varies), located within Ranchos Del Rey Unit One, a subdivision of record in Document No. 2013-0079760, Plat Records of El Paso County, Texas, from which a city monument located at the intersection of said Camino Del Rey Drive and Via Placita (right-of-way varies), a private street within Las Placitas Del Rey, a subdivision of record in Book 58, Page 59, Plat Records of El Paso County, Texas, bears South 53°20'10" West, a distance of 814.47 feet, said Point of Commencement having modified Texas Coordinate System of 1983 (Central Zone 4203, U.S. Survey Feet, CSF=1.000231) ground coordinates of N=10,629,513.65, E= 443,623.18;

THENCE South 53°20'10" West, along the centerline of said Camino Del Rey Drive, a distance of 381.46 feet;

THENCE North 36°39'50" West, leaving said centerline, a distance of 29.90 feet to a mag nail with shiner found for the most southerly corner of that certain 4.2962 acre parcel of land, as described to BLI El Paso, LLC, of record in Document No. 2024-0037413, Deed Records of El Paso County, Texas;

THENCE North 37°12'40" West, along the southwesterly line of said 4.2962-acre parcel, being also the northeasterly line of Mesa Drain (approximately 120-foot-wide), as recorded in Book 0317, Page 0477, Deed Records of El Paso County, Texas, a distance of 288.78 feet to a 5/8-inch rebar with plastic cap stamped "KHA", found for the most southerly corner of the herein described parcel and being the **POINT OF BEGINNING**, having modified Texas Coordinate System of 1983 (Central Zone 4203, U.S. Survey Feet, CSF 1.000231) ground coordinates of N= 10,629,539.85, E= 443,124.70;

THENCE North 36°37'58" West, along the southwesterly line of the herein described parcel, being also the northeasterly line of said Mesa Drain, a distance of 380.21 feet (record: North 39°44'00" West, 380.40 feet) to a disturbed 1/2 inch rebar found for the most westerly corner of the herein described parcel, and being the southerly line of Loop 375 (370-foot-wide right-of-way, TxDOT CCSJ 2552-03-049);

THENCE North 41°14'06" East, along the southerly line of said Loop 375, being also the northwesterly line of the herein described parcel, a distance of 1,877.47 feet (record: North 38°08'41" East) to a 1/2 inch rebar with plastic cap stamped "TX6794" set, being the westerly line of Rancho Del Rey Drive (64-foot-wide right-of-way), within Rancho Del Rey Logistics Park Unit 1, a subdivision of Record in Document No. 2024-0066375, Plat Records of El Paso County, Texas;

CONTINUED ON SHEET 2

FILING INFORMATION	CERTIFICATION	BOUNDARY SURVEY	
DATE: 11/17/2025 FIELD: L.C OFFICE: L.J. / M.G. W.O. 072425-3 FILE: 072425-3 TRACT 2-A-6 PARCEL 1 M&B.DWG SCALE: N/A	I hereby certify that the foregoing Boundary Survey was made on the ground under my supervision, and that this plat correctly represents the facts found at the time of the survey. CHRISTIAN M. WEGMANN R.P.L.S. 6794	A PORTION OF TRACT 2A YSLETA GRANT BLOCK NO. 1 CITY OF EL PASO EL PASO COUNTY, TEXAS PREPARED FOR: BEN L. IVEY LTD	H2 Terra ENGINEERING. SURVEYING. SOLUTIONS. TBPE FIRM NO. F-2103 TBPLS FIRM NO. 10060700 2020 E. MILLS AVENUE El Paso, TX 79901 (915) 533-1418 FAX: (915) 533-

X:\Ben L. Ivey LTD\072425-3 Tract 2-A-6 Americas Rezoning\03 - Survey\05 - Dwg\072425-3 TRACT-2-A-6 PARCEL-1 M&B.DWG 11/17/25 8:28PM

THENCE along the southwesterly right-of-way line of said Ranchos Del Rey Drive, being also the northeasterly line of the herein described parcel, the following three (3) courses and distances:

1) North 86°14'21" East, a distance of 42.62 feet to a 1/2-inch rebar with plastic cap stamped "TX6794" set for an angle point,
2) South 48°46'00" East, a distance of 311.92 feet to a 1/2-inch rebar with plastic cap stamped "TX6794" set for an angle point, and
3) South 3°45'39" East, a distance of 42.43 feet to a 1/2-inch rebar with plastic cap stamped "TX6794" set for the most easterly corner of the herein described parcel, and being the northwesterly line of said Camino Del Rey Drive;

THENCE South 41°14'43" West, along the southerly line of the herein described parcel, at 80.83 feet leaving the northwesterly line of said Camino Del Rey Drive, and continuing with the northwesterly line of that certain 28.6675-acre parcel of land, as described to BLI El Paso, LLC, of record in Document No. 2024-0037413, Deed Records of El Paso County, Texas, at 1,436.13 feet passing the most westerly corner of said 28.6675-acre parcel, being also the most easterly corner of said 4.2962-acre parcel, for a total distance of 1957.51 feet (record: South 38°08'41" West) to the **POINT OF BEGINNING,** containing 16.606 acres or 723,375 square feet of land;



CHRISTIAN M. WEGMANN
R.P.L.S. 6794
H2O Terra

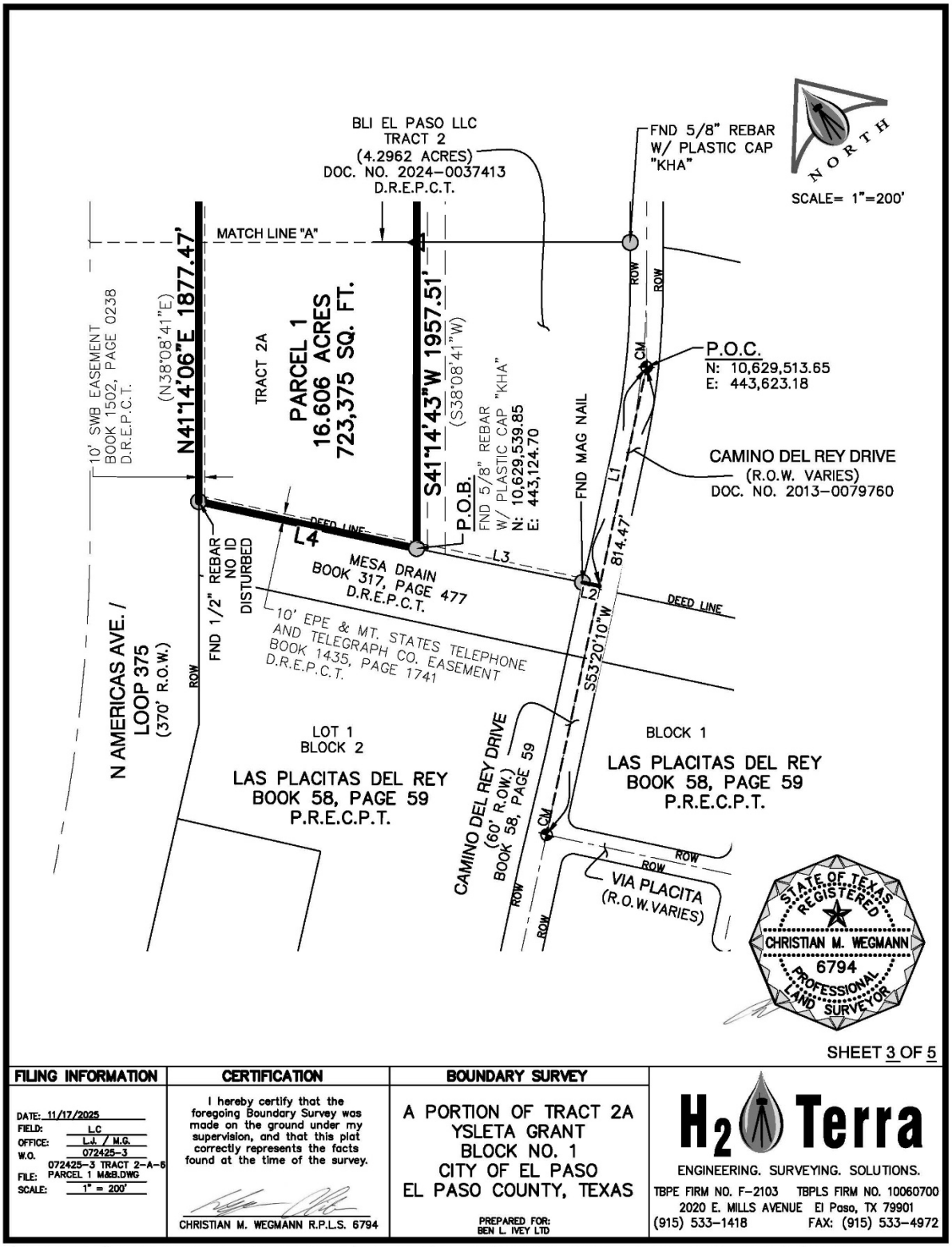
DATE: NOVEMBER 17, 2025

NOTE: A SURVEY PLAT OF EVEN DATE ACCOMPANIES THIS DESCRIPTION.

SHEET 2 OF 5

FILING INFORMATION	CERTIFICATION	BOUNDARY SURVEY	
DATE: 11/17/2025 FIELD: L.C OFFICE: L.J. / M.G. W.O. 072425-3 FILE: 072425-3 TRACT 2-A-6 PARCEL 1 M&B.DWG SCALE: N/A	I hereby certify that the foregoing Boundary Survey was made on the ground under my supervision, and that this plat correctly represents the facts found at the time of the survey. CHRISTIAN M. WEGMANN R.P.L.S. 6794	A PORTION OF TRACT 2A YSLETA GRANT BLOCK NO. 1 CITY OF EL PASO EL PASO COUNTY, TEXAS PREPARED FOR: BEN L. IVEY LTD	H2 Terra ENGINEERING. SURVEYING. SOLUTIONS. TBPE FIRM NO. F-2103 TBPLS FIRM NO. 10060700 2020 E. MILLS AVENUE El Paso, TX 79901 (915) 533-1418 FAX: (915) 533-4972

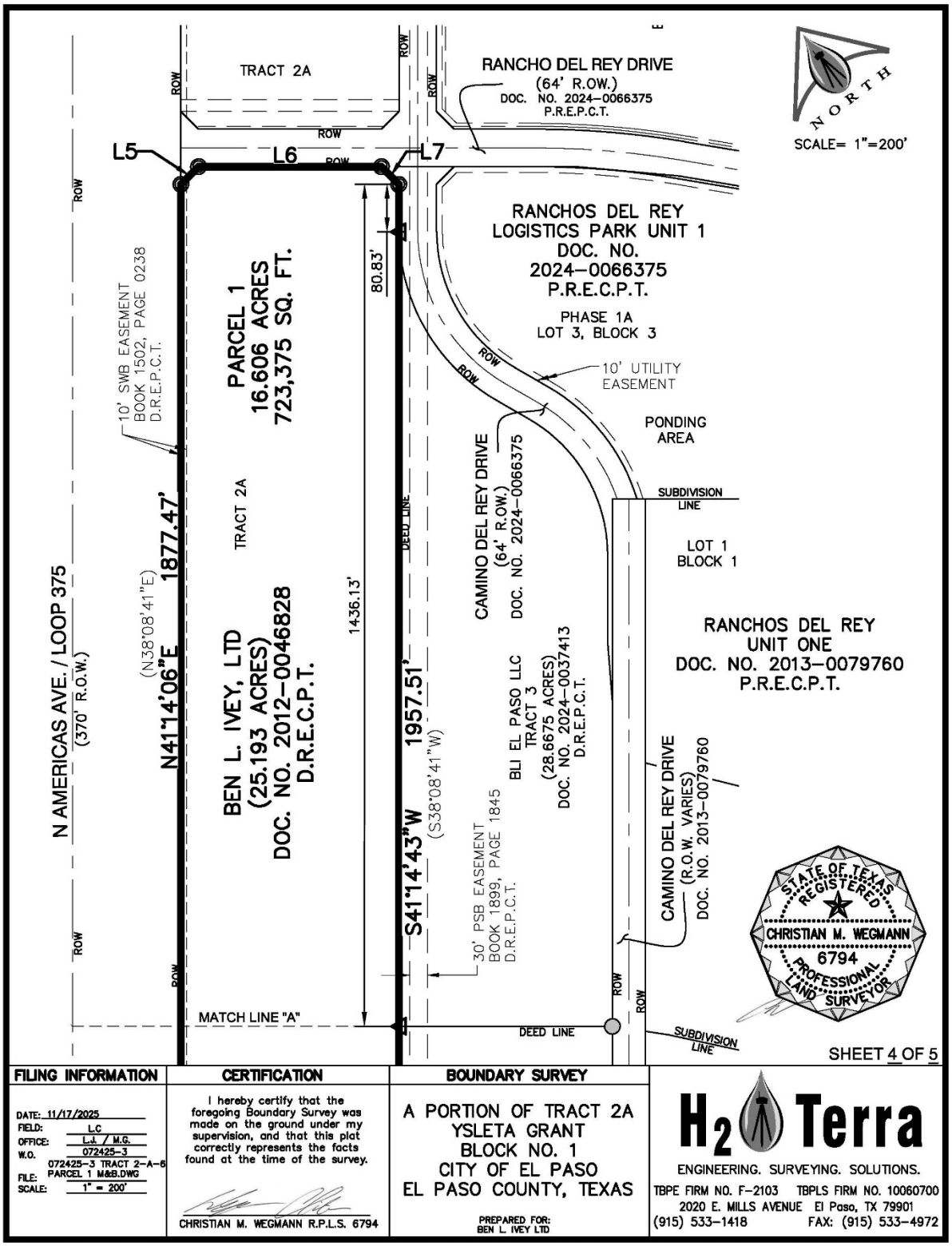
X:\Ben L. Ivey LTD\072425-3 Tract 2-A-6 Americas Rezoning\03 - Survey\05 - Dwg\072425-3 TRACT-2-A-6 PARCEL-1 M&B.DWG 11/17/25 8:30PM



SHEET 3 OF 5

FILING INFORMATION	CERTIFICATION	BOUNDARY SURVEY	
DATE: 11/17/2025 FIELD: L.C OFFICE: L.J. / M.G. W.O. 072425-3 FILE: 072425-3 TRACT 2-A-6 PARCEL 1 M&B.DWG SCALE: 1" = 200'	I hereby certify that the foregoing Boundary Survey was made on the ground under my supervision, and that this plat correctly represents the facts found at the time of the survey. CHRISTIAN M. WEGMANN R.P.L.S. 6794	A PORTION OF TRACT 2A YSLETA GRANT BLOCK NO. 1 CITY OF EL PASO EL PASO COUNTY, TEXAS PREPARED FOR: BEN L. IVEY LTD	H2 Terra ENGINEERING. SURVEYING. SOLUTIONS. TBPE FIRM NO. F-2103 TBPLS FIRM NO. 10060700 2020 E. MILLS AVENUE El Paso, TX 79901 (915) 533-1418 FAX: (915) 533-4972

X:\Ben L. Ivey LTD\072425-3 Tract 2-A-6 Americas Rezoning\03 - Survey\05 - Dwg\072425-3 TRACT-2-A-6 PARCEL-1 M&B.DWG 11/17/25 8:31PM



FILING INFORMATION	CERTIFICATION	BOUNDARY SURVEY	
DATE: 11/17/2025 FIELD: L.C OFFICE: L.J. / M.G. W.O. 072425-3 FILE: 072425-3 TRACT 2-A-6 PARCEL 1 M&B.DWG SCALE: 1" = 200'	I hereby certify that the foregoing Boundary Survey was made on the ground under my supervision, and that this plat correctly represents the facts found at the time of the survey. CHRISTIAN M. WEGMANN R.P.L.S. 6794	A PORTION OF TRACT 2A YSLETA GRANT BLOCK NO. 1 CITY OF EL PASO EL PASO COUNTY, TEXAS PREPARED FOR: BEN L. IVEY LTD	H2 Terra ENGINEERING. SURVEYING. SOLUTIONS. TBPE FIRM NO. F-2103 TBPLS FIRM NO. 10060700 2020 E. MILLS AVENUE El Paso, TX 79901 (915) 533-1418 FAX: (915) 533-4972

X:\Ben L. Ivey LTD\072425-3 Tract 2-A-6 Americas Rezoning\03 - Survey\05 - Dwg\072425-3 TRACT-2-A-6 PARCEL-1 M&B.DWG 11/17/25 8:32PM

LEGEND

▬▬▬	BOUNDARY LINE
——— — ———	CENTERLINE
⊕CM	CITY MONUMENT (AS NOTED)
○	SET 1/2" Ø REBAR WITH YELLOW PLASTIC CAP STAMPED TX 6794, UNLESS OTHERWISE NOTED.
△	CALCULATED POINT
◎	FOUND SURVEY MONUMENT (AS NOTED)
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
D.R.E.P.C.T.	DEED RECORDS OF EL PASO COUNTY TEXAS
P.R.E.P.C.T.	PLAT RECORDS OF EL PASO COUNTY, TEXAS
ROW	RIGHT-OF-WAY

LINE TABLE		
LINE	BEARING	LENGTH
L1	S53°20'10"W	381.46'
L2	N36°39'50"W	29.90'
L3	N37°12'40"W	288.78'
L4	N36°37'58"W	380.21' (N39°44'00"W 380.40')
L5	N86°14'21"E	42.62'
L6	S48°46'00"E	311.92'
L7	S3°45'39"E	42.43'

SURVEY NOTES:

1. THE HORIZONTAL DATUM IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE (4203). DISTANCES AND COORDINATES SHOWN ARE SURFACE VALUES, USING A COMBINED SCALE FACTOR (CSF) OF 1.00023100, SCALED AT N=0, E=0.
2. UNIT OF MEASURE: U.S. SURVEY FEET
3. THIS SURVEY MAY BE SUBJECT TO OTHER EASEMENTS AND COVENANTS OF RECORD NOT SHOWN. A TITLE REPORT WAS NOT FURNISHED FOR THIS SURVEY.
4. A METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS SURVEY PLAT.
5. BEARINGS AND/OR DISTANCES IN PARENTHESIS () ARE LISTED TO RECITE RECORD INFORMATION PER WARRANTY DEED TO BEN L. IVEY, LTD., RECORDED IN DOCUMENT NO. 2012-0046828, DEED RECORDS OF EL PASO COUNTY, TEXAS.

STATE OF TEXAS REGISTERED
CHRISTIAN M. WEGMANN
6794
PROFESSIONAL LAND SURVEYOR

SHEET 5 OF 5

FILING INFORMATION	CERTIFICATION	BOUNDARY SURVEY
DATE: 11/17/2025 FIELD: L.C OFFICE: L.J. / M.G. W.O. 072425-3 FILE: 072425-3 TRACT 2-A-6 PARCEL 1 M&B.DWG SCALE: N/A	I hereby certify that the foregoing Boundary Survey was made on the ground under my supervision, and that this plat correctly represents the facts found at the time of the survey. CHRISTIAN M. WEGMANN R.P.L.S. 6794	A PORTION OF TRACT 2A YSLETA GRANT BLOCK NO. 1 CITY OF EL PASO EL PASO COUNTY, TEXAS PREPARED FOR: BEN L. IVEY LTD

H2 Terra
ENGINEERING. SURVEYING. SOLUTIONS.
TBPE FIRM NO. F-2103 TBPLS FIRM NO. 10060700
2020 E. MILLS AVENUE El Paso, TX 79901
(915) 533-1418 FAX: (915) 533-4972

X:\Ben L. Ivey LTD\072425-3 Tract 2-A-6 Americas Rezoning\03 - Survey\05 - Dwg\072425-3 TRACT-2-A-6 PARCEL-1 M&B.DWG 11/17/25 8:33PM

METES AND BOUNDS DESCRIPTION

PARCEL 2

THAT CERTAIN **8.003 ACRE** PARCEL OF LAND, SITUATED WITHIN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, BEING A PORTION OF TRACTS 2A, 2B, AND 2C, YSLETA GRANT BLOCK NO. 1, AND BEING A PORTION OF THAT CERTAIN 25.193 ACRE PARCEL OF LAND, AS DESCRIBED TO BEN L. IVEY, LTD, OF RECORD IN DOCUMENT NO. 2012-0046828, DEED RECORDS OF EL PASO COUNTY, TEXAS, BEING ALSO A PORTION OF SAID TRACT 2A, AS DESCRIBED TO IVEY INVESTMENTS, LTD., OF RECORD IN BOOK 809, PAGE 1653, DEED RECORDS OF EL PASO COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 1.405 ACRE TRACT OF LAND, AS DESCRIBED TO IVEY INVESTMENTS, LTD., OF RECORD IN BOOK 955, PAGE 1015, DEED RECORDS OF EL PASO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a city monument located at the point of intersection of a curve along Camino Del Rey Drive (variable width right-of-way), located within Ranchos Del Rey Unit One, a subdivision of record in Document No. 2013-0079760, Plat Records of El Paso County, Texas, from which a city monument located at the intersection of said Camino Del Rey Drive and Via Placita (right-of-way varies), a private street within Las Placitas Del Rey, a subdivision of record in Book 58, Page 59, Plat Records of El Paso County, Texas, bears South 53°20'10" West, a distance of 814.47 feet, said Point of Commencement having modified Texas Coordinate System of 1983 (Central Zone 4203, U.S. Survey Feet, CSF=1.000231) ground coordinates of N=10,629,513.65, E= 443,623.18;

THENCE South 53°20'10" West, along centerline of said Camino Del Rey Drive a distance of 381.46 feet;

THENCE North 36°39'50" West, leaving said centerline, a distance of 29.90 feet to the most southerly corner of that certain 4.2962-acre parcel of land, as described to BLI El Paso, LLC, of record in Document No. 2024-0037413, Deed Records of El Paso County, Texas;

THENCE North 37°12'40" West, along the southwesterly line of said 4.2962 acre parcel, being also the northeasterly line of Mesa Drain (approximately 120 foot wide), as recorded in Book 0317, Page 0477, Deed Records of El Paso County, Texas, a distance of 288.78 feet to a 5/8 inch rebar with plastic cap stamped "KHA" found for the most southerly corner of said 25.193 acre parcel, and being the most westerly corner of said 4.2962-acre parcel;

THENCE North 41°14'43" East, along the southeasterly line of said 25.193-acre parcel, a distance of 2,081.53 feet to a 1/2-inch rebar with plastic cap stamped "TX6794" set for the easterly south corner of the herein described parcel, being the westerly line of Rancho Del Rey Drive (64-foot right-of-way), within Ranchos Del Rey Logistics Park Unit 1, a subdivision of record in Document No. 2024-0066375, Plat Records of El Paso County, Texas, and being the **POINT OF BEGINNING**, having modified Texas Coordinate System of 1983 (Central Zone 4203, U.S. Survey Feet, CSF=1.000231) ground coordinates of N=10,631,104.94, E= 444,497.02;

THENCE along the westerly line of said Ranchos Del Rey Drive, the following three (3) bearings and distances:

1) South 86°14'21" West, a distance of 42.44 feet to a 1/2-inch rebar with plastic cap stamped "TX6794" set,

2) North 48°46'00" West, a distance of 311.92 feet to a 1/2-inch rebar with plastic cap stamped "TX6794" set, and

3) North 3°45'39" West, a distance of 42.65 feet to a 1/2-inch rebar with plastic cap stamped "TX6794" set for the most westerly corner of the herein described parcel, said point being the southerly line of Loop 375 (370 foot right-of-way, TxDOT CCSJ 2552-03-049);

CONTINUED ON SHEET 2

FILING INFORMATION	CERTIFICATION	BOUNDARY SURVEY	
DATE: NOVEMBER 18, 2025 FIELD: L.C. OFFICE: L.J. / M.G. W.O. 072425-3 FILE: 072425-3 TRACT 2-A-6 PARCEL 2 M&B.DWG SCALE: N/A	I hereby certify that the foregoing Boundary Survey was made on the ground under my supervision, and that this plat correctly represents the facts found at the time of the survey. CHRISTIAN M. WEGMANN R.P.L.S. 6794	A PORTION OF TRACTS 2A, 2B AND 2C YSLETA GRANT BLOCK NO. 1 CITY OF EL PASO EL PASO COUNTY, TEXAS PREPARED FOR: BEN L. IVEY LTD	H2 Terra ENGINEERING. SURVEYING. SOLUTIONS. TBPE FIRM NO. F-2103 TBPLS FIRM NO. 10060700 2020 E. MILLS AVENUE El Paso, TX 79901 (915) 533-1418 FAX: (915) 533-4972

X:\Ben L. Ivey LTD\072425-3 Tract 2-A-6 Americas Rezoning\03 - Survey\05 - Dwg\072425-3 TRACT-2-A-6 PARCEL-2 M&B.DWG 11/18/25 3:39PM

THENCE North 41°14'06" East, along said southerly line, a distance of 909.02 feet to the most northerly corner of the herein described parcel, and being the most northerly corner of said 25.193-acre parcel, witnessed by a 1/2-inch rebar found at South 02°32' East, 0.6 feet;

THENCE South 48°45'39" East, a distance of 372.25 feet to a 1/2-inch rebar with plastic cap stamped "TX6794" set for the most easterly corner of the herein described parcel, and being the northerly line of Camino Del Rey Drive (64-foot right-of-way), located within said Ranchos Del Rey Logistics Park Unit 1;

THENCE South 41°14'42" West, along said northerly right-of-way line, a distance of 909.14 feet to the **Point of Beginning**, containing 8.003 acres or 348,621 square feet of land.



CHRISTIAN M. WEGMANN
R.P.L.S. 6794
H2O Terra

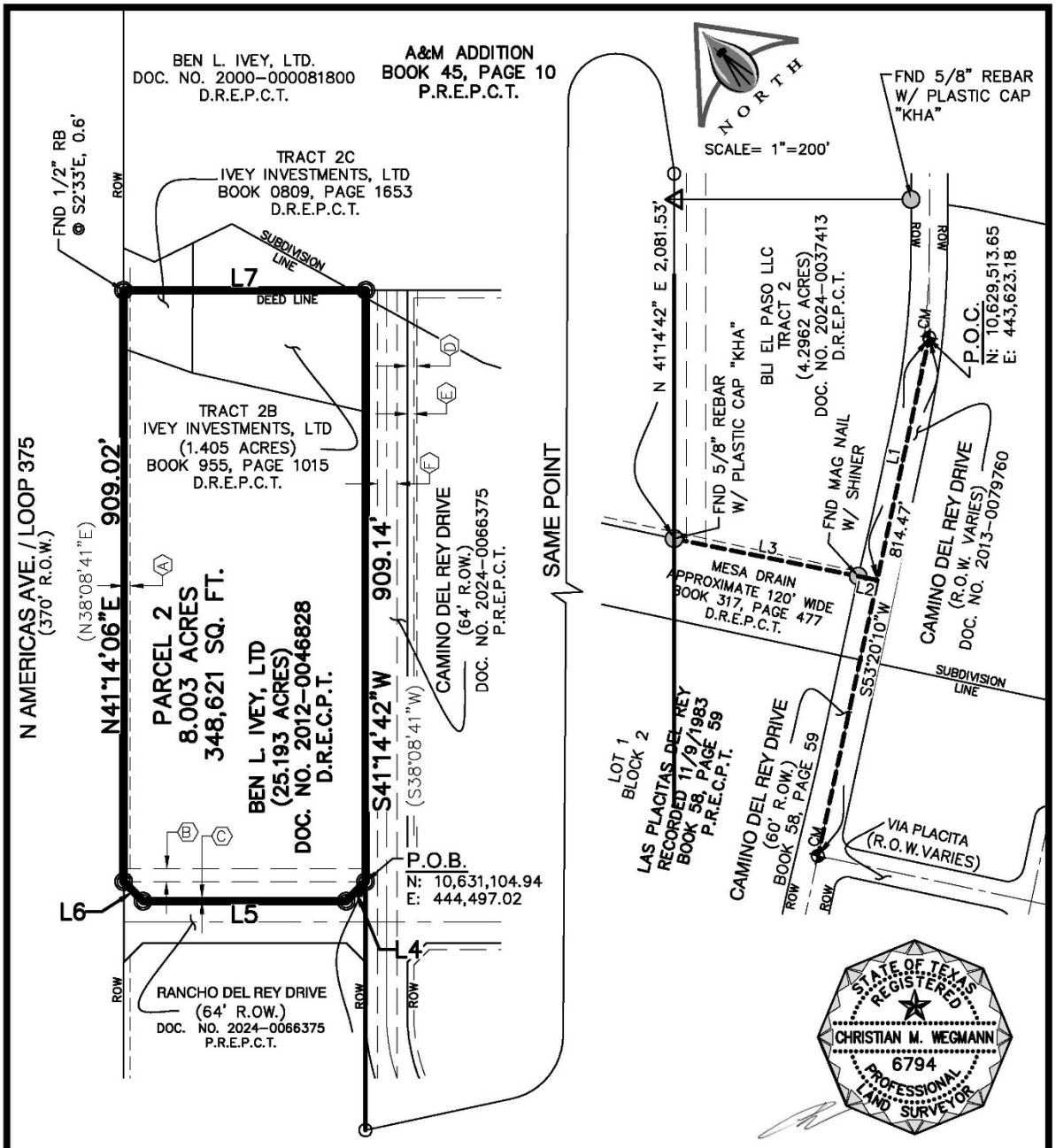
Date: NOVEMBER 18, 2025

NOTE: A SURVEY PLAT OF EVEN DATE ACCOMPANIES THIS DESCRIPTION.

SHEET 2 OF 4

FILING INFORMATION	CERTIFICATION	BOUNDARY SURVEY	
DATE: NOVEMBER 18, 2025 FIELD: L.C. OFFICE: L.J. / M.G. W.O. 072425-3 FILE: 072425-3 TRACT 2-A-6 PARCEL 2 M&B.DWG SCALE: N/A	I hereby certify that the foregoing Boundary Survey was made on the ground under my supervision, and that this plat correctly represents the facts found at the time of the survey. CHRISTIAN M. WEGMANN R.P.L.S. 6794	A PORTION OF TRACTS 2A, 2B AND 2C YSLETA GRANT BLOCK NO. 1 CITY OF EL PASO EL PASO COUNTY, TEXAS PREPARED FOR: BEN L. IVEY LTD	H2 Terra ENGINEERING. SURVEYING. SOLUTIONS. TBPE FIRM NO. F-2103 TBPLS FIRM NO. 10060700 2020 E. MILLS AVENUE El Paso, TX 79901 (915) 533-1418 FAX: (915) 533-4972

X:\Ben L. Ivey LTD\072425-3 Tract 2-A-6 Americas Rezoning\03 - Survey\05 - Dwg\072425-3 TRACT-2-A-6 PARCEL-2 M&B.DWG 11/18/25 3:41PM



SHEET 3 OF 4

FILING INFORMATION	CERTIFICATION	BOUNDARY SURVEY
DATE: NOVEMBER 18, 2025 FIELD: L.C. OFFICE: L.J. / M.G. W.O. 072425-3 FILE: 072425-3 TRACT 2-A-6 PARCEL 2 M&B.DWG SCALE: 1" = 200'	I hereby certify that the foregoing Boundary Survey was made on the ground under my supervision, and that this plat correctly represents the facts found at the time of the survey. CHRISTIAN M. WEGMANN R.P.L.S. 6794	A PORTION OF TRACTS 2A, 2B AND 2C YSLETA GRANT BLOCK NO. 1 CITY OF EL PASO EL PASO COUNTY, TEXAS PREPARED FOR: BEN L. IVEY LTD

H2 Terra
ENGINEERING. SURVEYING. SOLUTIONS.
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LEGEND

▬▬▬	BOUNDARY LINE
——— — ———	CENTERLINE
⊕CM	CITY MONUMENT
○	SET 1/2" Ø REBAR WITH YELLOW PLASTIC CAP STAMPED TX 6794, UNLESS OTHERWISE NOTED.
△	CALCULATED POINT
●	FOUND SURVEY MONUMENT (AS NOTED)
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
D.R.E.P.C.T.	DEED RECORDS OF EL PASO COUNTY TEXAS
P.R.E.P.C.T.	PLAT RECORDS OF EL PASO COUNTY, TEXAS
ROW	RIGHT-OF-WAY

LINE TABLE		
LINE	BEARING	LENGTH
L1	S53°20'10"W	381.46'
L2	N36°39'50"W	29.90'
L3	N37°12'40"W	288.78'
L4	S86°14'21"W	42.44'
L5	N48°46'00"W	311.92'
L6	N3°45'39"W	42.65'
L7	S48°45'39"E	372.25' (S51°51'19"E, 371.92')

EASEMENT CHART

(A.) 10' SWB EASEMENT, BOOK 1502, PAGE 0238, D.R.E.P.C.T.
(B.) 20' PSB UTILITY EASEMENT, DOC. NO. 2000-0086797, D.R.E.P.C.T.
(C.) 5' IRRIGATION EASEMENT (SHOWN ON RANCHO DEL REY LOGISTICS PARK UNIT 1, RECORDED IN 2024-0066375, P.R.E.P.C.T.)
(D.) 15' DRAINAGE EASEMENT, DOC. NO. 2024-0066375, P.R.E.C.P.T.
(E.) 10' UTILITY EASEMENT, DOC. NO. 2024-0066375, P.R.E.C.P.T.
(F.) 30' PSB EASEMENT, BOOK 1899, PAGE 1845, D.R.E.P.C.T.

SURVEY NOTES:

1. THE HORIZONTAL DATUM IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE (4203). DISTANCES AND COORDINATES SHOWN ARE SURFACE VALUES, USING A COMBINED SCALE FACTOR (CSF) OF 1.00023100, SCALED AT N=0, E=0.
2. UNIT OF MEASURE: U.S. SURVEY FEET
3. THIS SURVEY MAY BE SUBJECT TO OTHER EASEMENTS AND COVENANTS OF RECORD NOT SHOWN. A TITLE REPORT WAS NOT FURNISHED FOR THIS SURVEY.
4. A METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS SURVEY PLAT.
5. BEARINGS AND/OR DISTANCES IN PARENTHESIS () ARE LISTED TO RECITE RECORD INFORMATION PER WARRANTY DEED TO BEN L. IVEY, LTD., RECORDED IN DOCUMENT NO. 2012-0046828, DEED RECORDS OF EL PASO COUNTY, TEXAS.



SHEET 4 OF 4

FILING INFORMATION	CERTIFICATION	BOUNDARY SURVEY	
DATE: NOVEMBER 18, 2025 FIELD: L.C. OFFICE: L.J. / M.G. W.O. 072425-3 FILE: 072425-3 TRACT 2-A-6 PARCEL 2 M&B.DWG SCALE: N/A	I hereby certify that the foregoing Boundary Survey was made on the ground under my supervision, and that this plat correctly represents the facts found at the time of the survey. CHRISTIAN M. WEGMANN R.P.L.S. 6794	A PORTION OF TRACTS 2A, 2B AND 2C YSLETA GRANT BLOCK NO. 1 CITY OF EL PASO EL PASO COUNTY, TEXAS PREPARED FOR: BEN L. IVEY LTD	H2 Terra ENGINEERING. SURVEYING. SOLUTIONS. TBPE FIRM NO. F-2103 TBPLS FIRM NO. 10060700 2020 E. MILLS AVENUE El Paso, TX 79901 (915) 533-1418 FAX: (915) 533-4972

X:\Ben L. Ivey LTD\072425-3 Tract 2-A-6 Americas Rezoning\03 - Survey\05 - Dwg\072425-3 TRACT-2-A-6 PARCEL-2 M&B.DWG 11/18/25 3:42PM

LONG RANGE COMP PLAN AMENDMENT

Americas and Rancho Del Rey

City Plan Commission — April 23, 2026

CASE NUMBER:	**PLCP26-00001**
CASE MANAGER:	Alejandra González, (915) 212-1506, GonzalezAG@elpasotexas.gov
PROPERTY OWNER:	Ben L. Ivey, LTD.
REPRESENTATIVE:	H2O Terra
LOCATION:	Generally Southeast of Americas Ave. and Northeast of North Loop Dr. (District 6)
PROPERTY AREA:	24.61 acres
REQUEST:	Adjust the Future Land Use Map designation from O-3 Agriculture to G-7, Industrial and/or Railyards
RELATED APPLICATIONS:	PZRZ25-00029, Rezoning; SUSU25-00049, Subdivision
PUBLIC INPUT:	N/A

SUMMARY OF REQUEST: The applicant is requesting an amendment to *Plan El Paso*, the City's comprehensive plan, to adjust the Future Land Use Map designation for the subject property, from O-3, Agriculture to G-7, Industrial and/or Railyards, to accommodate a proposed commercial development.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the request. The proposed development is in keeping with the character of adjacent commercial developments and the policies of *Plan El Paso* for the G-7, Industrial and/or Railyards Future Land Use Map designation.

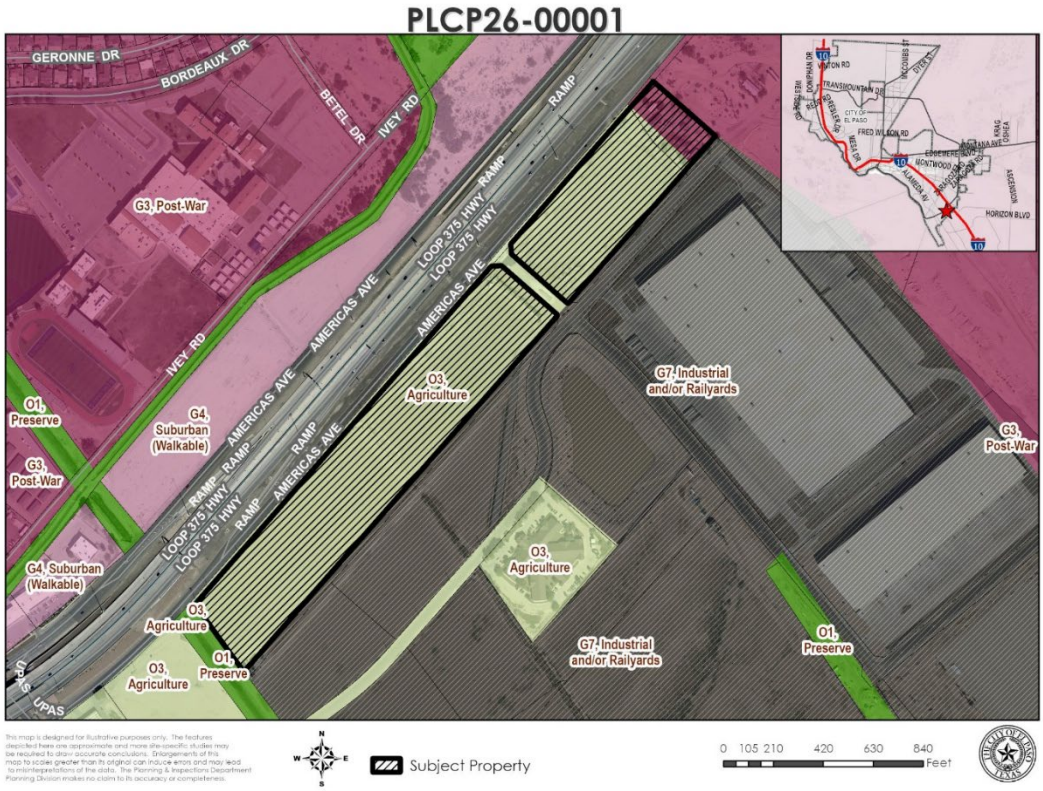


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting an amendment to *Plan El Paso*, the City's comprehensive plan, to adjust the Future Land Use Map (FLUM) designation for the subject property, from O-3, Agriculture to G-7, Industrial and/or Railyards, to accommodate a proposed commercial development. The subject property is 26.61-acres in size and fronts Americas Avenue.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed G-7, Industrial and/or Railyards FLUM designation would match the existing designation on adjacent properties. Properties located to the south and east are designated G-7, Industrial and/or Railyards and consists of a general warehousing development. The existing and proposed C-4 (Commercial) zoning district falls in character with the policies of the proposed G-7, Industrial and/or Railyards FLUM designation and would permit expansion of existing commercial development.

COMPLIANCE WITH PLAN EL PASO – When evaluating whether a proposed adjustment is in accordance with *Plan El Paso,* consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed Future Land Use designation for the property: **G-7 – Industrial:** This sector applies to industrial parks, large free-standing industrial uses, refineries, non-military airfields, trucking terminals, and mines, all on large tracts in areas dominated by vehicles. This sector is essential to El Paso's economy; however, when an industrial use becomes obsolete, there can be potential for mixed-use redevelopment of the site. This sector also includes the existing rail yards which could be redeveloped as mixed-use communities if the rail yards were moved out of town	Yes. *Plan El Paso* calls out the G-7, Industrial and/or Railyards FLUM designation as appropriate for commercial and industrial development, which is in accordance with the proposed uses.

THE PROPOSED DESGINATION'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 area plans, including land-use maps in those plans.	N/A. The proposed development is not within any historic districts or study area plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested change.	The adjacent properties are already zoned for higher commercial and industrial uses and fall under the G-7, Industrial and/or Railyards FLUM designation. The request will serve to align the subject property designation to match existing and future development in the area as agricultural uses have ceased to operate.
Natural Environment: Anticipated effects on the natural environment.	There are no anticipated negative effects on the natural environment. The subject property is currently inactive farmland and vacant open land. The existing irrigation canals and drainage laterals adjacent to the development will not be modified.
Stability: Whether the area is stable or in transition.	The surrounding area is in transition from farmland to higher commercial and industrial uses and the uses are better aligned to the abutting major highway.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing designation no longer suitable for the property.	The established area comprises of commercial and light industrial properties zoned for high-intensity uses. As the area is in transition, the existing O-3, Agriculture FLUM designation is no longer appropriate.

RELATED APPLICATIONS: This case is related to application number PZRZ25-00029, which requests to rezone the subject property from A-O/sc (Apartment/Office/special contract) to C-4/sc (Commercial/special contract) to allow for a proposed commercial development. There is also subdivision application (SUSU25-00049) dedicating right-of-way on a portion of the subject property, which was approved as a Major Final under Rancho Del Rey Logistics Park Unit 3 and is pending recordation.

CITY PLAN COMMISSION OPTIONS:

The City Plan Commission (CPC) has the authority to advise City Council on changes to the Comprehensive Plan. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
3. **Recommend Denial** of the request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

ATTACHMENTS:

1. Metes and Bounds and Survey
2. Department Comments

ATTACHMENT 2

Planning and Inspections Department - Planning Division

Staff recommends APPROVAL of the request. The proposed development is in keeping with the character of adjacent commercial developments and the policies of *Plan El Paso* for the G-7, Industrial and/or Railyards Future Land Use Map designation.

Planning and Inspections Department – Plan Review & Landscaping Division

Recommend approval with no comments.

Planning and Inspections Department – Land Development

1.Onsite ponding areas, "The retention of all storm-water runoff discharge volume is required within this subdivision's limits in compliance with all provisions of (Muni-Code 19.19.010A, SDM, and DDM Section 11.1)." This commercial area is not part of the Rancho del Rey Logistics Unit 1area.
2.The proposed ponding area for subdivision shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event at the time of grading permit.
3.The property is in the flood zone "AH" and "B". Comply with all FEMA requirements.

Fire Department

No adverse comments.

Police Department

No comments received.

Environment Services

No comments.

Streets and Maintenance Department

Traffic & Transportation Engineering

No objection to application.

Street Lights Department

Americas Ave. and North Loop Dr. are Texas Department of Transportation (TXDoT) right-of-way (ROW).

For the development of a project a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals**. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site***. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)* and any other applicable standards or requirements of the city.

Street Lights Department requires that a project that involves a roadway is to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

City of El Paso Codes to be followed:
*Title 19 - 19.16.010 - Streetlighting.
**18.18.190 – Submission contents.
*** 19.02.040 Criteria for approval.

Contract Management
No objection to application.

Sun Metro
No comments received.

El Paso Water
EPWU-PSB Comments
Expected peak water demand and peak wastewater flows.

The Owner/Developer has entered into a Development Agreement with the El Paso Water – Public Service Board (EPWater-PSB) to install a 12-inch diameter water main along Americas Avenue and within a 15-foot PSB easement to Rancho Del Rey Drive to provide service to Rancho Del Rey Logistics Park. The Developer's utility contractor is currently installing the water main which will be available for permanent service once EPWater-PSB issues a Letter of Final Acceptance of the facilities.

Water
There is an existing 12-inch diameter water main distribution that extends along Camino Del Rey Dr., located approximately 19-feet west of the eastern right-of-way line. This main is available to provide service.

There is an existing 48-inch diameter water transmission main that extends along an existing 30-foot PSB easement east of the property. This main then extends west along Camino Del Rey Drive. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

There is an existing 42-inch diameter water transmission main that extends along Rancho Del Rey Drive. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

A 12-inch diameter water main extension along a PSB easement east of and parallel to Americas Avenue will be required to provide service. Sanitary sewer main extensions will also be required to provide service. Water main shall be extended crating a looped system. Main extension and easement acquisition costs are the responsibility of the Owner.

Previous water pressure from fire hydrant #11037 last tested 12/2/2025 located approximately 728 feet east of the intersection between Camino Del Rey and Via Placita Street has yield a static pressure of 108 psi, a residual pressure of 100 psi, and a discharge of 1,384 gallons per minute. 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.

Sanitary Sewer
There is an existing 15-inch diameter sanitary sewer main that extends along Camino Del Rey Dr., located approximately 18-feet east of the western right-of-way line. This main dead-ends approximately 725-feet south of Rancho Del Rey Drive. This main is available to provide service.

There is an existing 21-inch diameter sanitary sewer interceptor main that extends along a 30-foot PSB easement east of the property. At the intersection of Camino Del Rey Drive and Rancho Del Rey Drive, this main then extends north along Camino Del Rey Drive. No direct service connections are allowed to this sanitary sewer main as per the El Paso Water Utilities – Public Service Board Rules and Regulations.

There is an existing 48-inch diameter sanitary sewer interceptor that extends along a 30-foot PBS easement north of and parallel to Mesa Drain. No direct service connections are allowed to this sanitary sewer interceptor main as per the El Paso Water Utilities – Public Service Board Rules and Regulations.

General
Pretreatment of wastewater may be required depending on type of development.

Service availability will depend on expected peak water demand, peak wastewater flow and type of wastewater discharge. Pretreatment of wastewater may be required depending on type of development.
No building, reservoir, structure, parking stalls or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced EPWater-PSB easement without the written consent of EPWater-PSB. The Developer shall refrain from constructing rock walls, signs, buildings, curbs or any structure that will interfere with the access to the PSB easements. There shall be at least 5-foot setback from the easement line to any building, sign or structure. All easements dedicated for public water, sanitary sewer main and facilities shall comply with the EPWater-PSB Easement Policy. The PSB easements shall be improved to allow the operation of EPWater maintenance vehicles. EPWater-PSB requires access to the proposed water, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week.

During the site improvement work, the Owner/Developer shall safeguard the existing water/sanitary sewer mains and appurtenant structures located within the subdivision. The Owner/Developer shall minimize changes in grade above or near the vicinity of the existing PSB facilities and is responsible for the costs of setting appurtenant structures to final grade.

EPWater-PSB requests that site be graded so that sanitary sewer may be provided by gravity.

EPWater-PSB 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:
• Portions of the proposed subdivision lie within a FEMA-designated Special Flood Hazard Area (SFHA) per the current/preliminary FIRM. Development and improvements must be reasonably designed using the best available flood hazard data (including preliminary FIRM and associated FIS) to reduce exposure to flood hazards, per Section 18.60.210.
• Any development within Special Flood Hazard Areas shall comply with Section 18.60- Flood Damage Prevention and Section 19.19- Stormwater Management Requirements of the City of El Paso's Municipal Code.
• New construction or improvements within a special flood hazard area shall have their lowest floor elevated by a minimum of one foot above the base flood elevation (BFE).
• As per the Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of green space, 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.
• The proposed ponding areas shown shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event. Label the ponds as "Private".

Texas Department of Transportation
No comments received.

Texas Gas Service
No comments.

911 District
No comments or concerns.

El Paso Electric Company
Please note the existing electrical lines within the area, any grade changes will need to be approved prior to construction. We have attached a copy of the Right of Way Guidelines for the developer.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Ben Lee Ivey
Business Name	Ben L Ivey LTD
Agenda Item Type	
Relevant Department	

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

[x] I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

[ ] I have made campaign contributions or donations totaling an aggregate of $500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: Ben Lee Avey Date: 12-02-2025

File #: 26-0590, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 6
Planning and Inspections, Kevin Smith, (915) 212-1566
Planning and Inspections, Alejandra González, (915) 212-1506

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 17-C-119, Section 8, Block 79, Township 3 Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas from R-3 (Residential) to C-1 (Commercial), and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

Subject Property: Generally North of Vista del Sol Dr. and West of Joe Battle Blvd.
Applicant: Hammeum, LLC
Case Number: PZRZ26-00005

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Planning and Inspections

AGENDA DATE: 5/12/26

PUBLIC HEARING DATE: 6/9/26

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Alejandra González **PHONE NUMBER:** (915) 212-1506

DISTRICT(S) AFFECTED: 6

AGENDA ITEM:

An Ordinance changing the zoning for the property described as Tract 17-C-119, Section 8, Block 79, Township 3 of the Texas and Pacific Railway Company Surveys, El Paso County, Texas from R-3 (Residential) to C-1 (Commercial), and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

Subject Property: Generally North of Vista del Sol Dr. and West of Joe Battle Blvd.
Applicant: Hammeum, LLC
Case Number: PZRZ26-00005

ISSUE STATEMENT:

The applicant proposes to rezone the subject property North of Vista del Sol Dr. and West of Joe Battle Blvd. from R-3 (Residential) to C-1 (Commercial) to allow for a proposed medical office. The request is being reviewed in accordance with El Paso City Code Title 20 - Zoning and Plan El Paso, the City's Comprehensive Plan. The City Plan Commission unanimously recommended approval of this request.

BACKGROUND:

The applicant is requesting to rezone the subject property from R-3 (Residential) to C-1 (Commercial) to allow for a proposed medical office. 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. Staff and City Plan Commission recommend a condition to safeguard the property and surrounding development from negative impacts to residents.

As of April 28 2026, the Planning Division has not received any communication in support or opposition to the rezoning request. See attached staff report for additional information.

COUNCIL OPTIONS:

Approve
Approve with Conditions - Staff and CPC recommendation
Deny

COMMITTEE REVIEW AND/OR RECOMMENDATION:

City Plan Commission recommended 6-0 to approve with conditions of the proposed rezoning on April 23, 2026.

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

Public notices were sent to all property owners within 300 feet of the subject property. No communication in support nor opposition of this request has been received.

RELATED CITY POLICIES:

El Paso City Code Title 20 - Zoning, Plan El Paso

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

☐ *Legal counsel reviewed as a part of Council packet*

☑ *Legal counsel reviewed in advance of packet as an individual item*

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

See attached.

NAME	AMOUNT ($)

ATTACHMENTS:

A. Ordinance
B. Staff Report
C. Contribution Form

FOR MORE INFORMATION:

Luis Zamora, Chief Planner (915) 212-1552 ZamoraLF@elpasotexas.gov

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

SIGNATURE: Kevin Smith for Philip Etiwe

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

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF TRACT 17-C-119, SECTION 8, BLOCK 79, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-1 (COMMERCIAL), AND IMPOSING A CONDITION. 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 17-C-119, Section 8, Block 79, Township 3, Texas and Pacific Railway Company Surveys, 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-1 (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 condition which is necessitated by and attributable to the increased intensity 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:

That ten feet (10') landscaped buffer with high-profile native trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at fifteen feet (15') on center along 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.

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 _____, 2026.

(*Signatures begin on the following page*)

ATTEST:

Laura D. Prine
City Clerk

THE CITY OF EL PASO

Renard U. Johnson
Mayor

APPROVED AS TO FORM:

Ignacio R. Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:

Kevin Smith for _____
Philip F. Etiwe, Director
Planning & Inspections Department

EXHIBIT "A"

Barragan & 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 now known as Tract 17C119, in Section 8, Block 79, Township 3, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, being a portion of a property described in Volume 1691, Page 1764, of the Real Property Records of El Paso County, Texas, and being more particularly described as follows:

COMMENCING, at a concrete cylinder monument marking the southeast corner of Section 8, Block 79, Township 3, Texas and Pacific Railroad Company Surveys; **THENCE,** N 90° 00' 00"W, a distance of 991.21 feet to a point; **THENCE,** N 00° 37' 42" W, along the easterly line of a 60-feet dedicated right-of-way to the city of El Paso recorded in Volume 1500, Page 0908, a distance of 700.00 feet to a found 1/2" rebar, being the **POINT OF BEGINNING** of this description;

THENCE, N 00° 37' 42" W, along the easterly line of said 60 feet dedicated right-of-way, a distance of 135.25 feet to a set 1/2" rebar with cap stamped "B&A INC." for corner, on the southerly right-of-way line of 30' wide El Paso-Tex Pipeline Easement filed for record in Volume 4665, Page 1470 of the Real Property Records of El Paso County, Texas, from which a found 5/8" rebar bears SE - 1.5 feet;

THENCE, S 78° 01' 00" E, along the southerly line of said 30 feet wide El Paso-Texas pipeline easement a distance of 415.61 feet to a set 1/2" rebar with cap stamped "B&A INC" for corner, from which a found 5/8" rebar bears SE - 4.3 feet, a found nail bears SW - 1.2 feet, and a found 5/8" rebar in a 2" pipe in concrete bears NW - 5.1 feet;

THENCE, S 00° 37' 42" E, along common line of Tracts 17-C-119 and 17-C-169, a distance of 48.96 feet, to a found 1/2" rebar with cap stamped "RPLS 2564", from which a found 1/2" iron inside a 2" pipe bears NW - 5.5 feet;

THENCE, N 90° 00' 00" W, a distance of 405.60 feet, to the **POINT OF BEGINNING** of this description and containing in all 0.86 acres more or less.

NOTES:

1. This property may be subject to R.O.W. and easements whether of record or not. No Additional Research was done by B&A Inc. regarding reservations, restrictions, building lines, and/or easements which may or may not affect this parcel.
2. This description is not intended to be a subdivision process which may be required by the local or state code, and it is the client's/owner's responsibility to comply with this code if required.
3. This description was done without the benefit of a title report.
4. The position of the southeast corner of Section 8, was recovered based on the Coordinates mentioned on the 45 degrees "Long McCombs baseline" report Letter by Huitt-Zollars Inc- Stephen Earl Cobb, Texas RPLS 4197, dated 08/03/2016,
5. A Plat of Survey of even date accompanies this description.



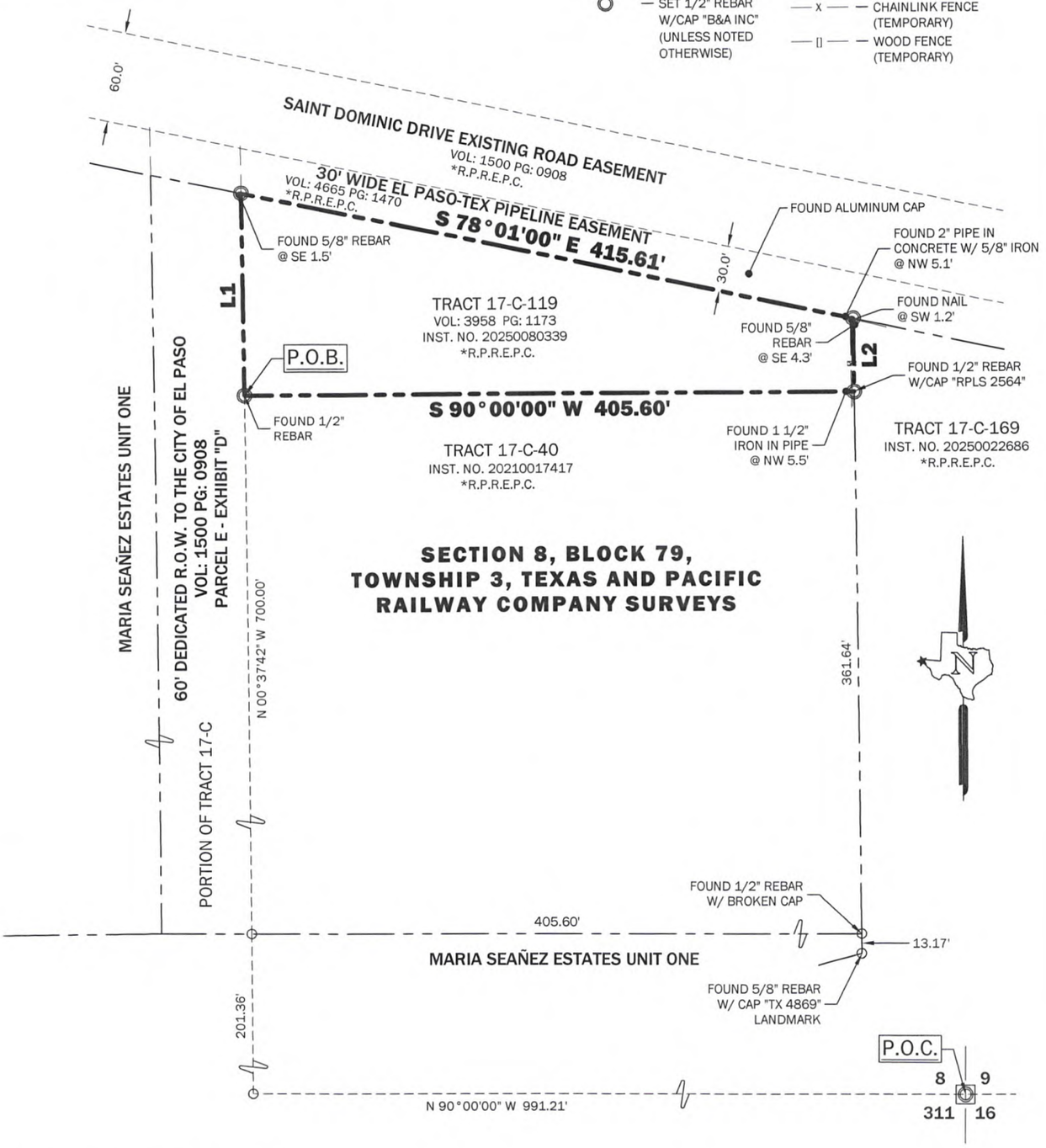
Benito Barragan TX R.P.L.S 5615,
Barragan and Associates Inc.
Texas Surveying Firm # 10151200
March 25, 2026
Job No. 260319-21

P:\Miscellaneous Surveys\2026\260319-21 TSP 3 SEC 8 TR 17C-119\260319-21 TSP 3 SEC 8 TR 17C-119.dwg

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 0°37'42" W	135.25'
L2	S 0°37'42" E	48.96'

LEGEND

- ◎ — CALCULATED A FOUND CONCRETE CYLINDER AS PER 45 DEGREES McCOMBS REPORT
- ○ — SET 1/2" REBAR W/CAP "B&A INC" (UNLESS NOTED OTHERWISE)
- O — CALCULATED POINT (NOT SET) (UNLESS NOTED OTHERWISE)
- —x— — CHAINLINK FENCE (TEMPORARY)
- —[]— — WOOD FENCE (TEMPORARY)



*R.P.R.E.P.C. = REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS

NOTES:

1. ACCORDING TO THE FLOOD INSURANCE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, DEPARTMENT OF HOMELAND SECURITY AND BY GRAPHIC PLOTTING ONLY, THE SUBJECT PROPERTY APPEARS TO BE LOCATED IN ZONE "X", AS SHOWN ON MAP NO. 480214 0046 C; MAP REVISED 02/16/2006, FOR EL PASO COUNTY AND INCORPORATED AREAS. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
2. BEARINGS SHOWN ARE BASED ON THE FILED PLAT FOR MARIA SEAÑES ESTATES UNIT ONE.
3. NO ADDITIONAL RESEARCH WAS PERFORMED BY B&A INC. FOR ANY RESERVATION, BUILDING AND UTILITY LINES, AND/OR ROW, EASEMENTS WHICH MAY OR MAY NOT AFFECT SUBJECT PARCEL.
3. SECTION CORNER BASE ON THE 45 DEGREES LONG McCOMBS BASELINE REPORT LETTER BY Huitt-Zollars Inc- Stephen Earl Cobb TEXAS RPLS 4297".
4. PROPERTY OWNERS ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL TITLE COMMITMENT PROVISIONS, TERMS, CONDITIONS, COVENANTS, AND CONFIRMING THE SIZE AND USE OF ALL RECORDED TERMS, RESTRICTION CONDITIONS AND EASEMENTS PERTAINING TO THIS PROPERTY, IN SPITE OF THE ACCURACY OR DEFECTS OF THIS PLAT.
5. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES AND IS ONLY TO BE USED FOR TITLE INSURANCE BY THE HEREON NAMED BORROWER, MORTGAGE COMPANY, AND/OR TITLE COMPANY.
6. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT.
7. A WRITTEN DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
8. THE TERM "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON INDICATED AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE EVIDENCE LOCATED AT THE TIME OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED; AND IS ADDRESSED EXCLUSIVELY TO THE PARTIES NAMED HEREON.

Barragan & Associates Inc.

LAND PLANNING & SURVEYING
TEXAS SURVEYING FIRM# 10151200
10950 Pellicano Dr. Building-F,
El Paso, TX 79935
Phone (915) 591-5709 Fax (915) 591-5706

Plat of Survey

TRACT 17-C-119, SECTION 8, BLOCK 79, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS CITY OF EL PASO, EL PASO COUNTY, TEXAS.

AREA 0.86 ACRES ±

Plat Reference Clerk's File No. N/A

I hereby certify that this survey was done on the ground by me or under my supervision.

STATE OF TEXAS REGISTERED BENITO BARRAGAN 5615 PROFESSIONAL LAND SURVEYOR

Benito Barragan TX. R.P.L.S. No. 5615

Job No. 260319-21 Copy Rights ©

Scale: 1" = 100' Date: 03/25/2026 Drawn By: LS

Field: DJR Book: N/A Page: 2 of 2

Saint Dominic

City Plan Commission — April 23, 2026

REZONING

ZONING

CASE NUMBER:	**PZRZ26-00005**
CASE MANAGER:	Alejandra González, (915) 212-1506, GonzalezAG@elpasotexas.gov
PROPERTY OWNER:	Hammeum, LLC
REPRESENTATIVE:	Bratislav Velimirovic
LOCATION:	Generally North of Vista del Sol Dr. and West of Joe Battle Blvd. (District 6)
PROPERTY AREA:	0.87 acres
REQUEST:	Rezone from R-3 (Residential) to C-1 (Commercial)
RELATED APPLICATIONS:	None
PUBLIC INPUT:	None received as of April 16, 2026

SUMMARY OF REQUEST: The applicant is proposing to rezone the subject property from R-3 (Residential) to C-1 (Commercial) to allow for a proposed medical office.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL WITH A CONDITION** of the rezoning request. The proposed zoning district is compatible with the commercial uses in the surrounding area and consistent with *Plan El Paso*, the City's Comprehensive Plan, and the G-4, Suburban (Walkable) Future Land Use Map Designation. The condition is the following:

- *That ten feet (10') landscaped buffer with high-profile native trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at thirty feet (30') on center along 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.*

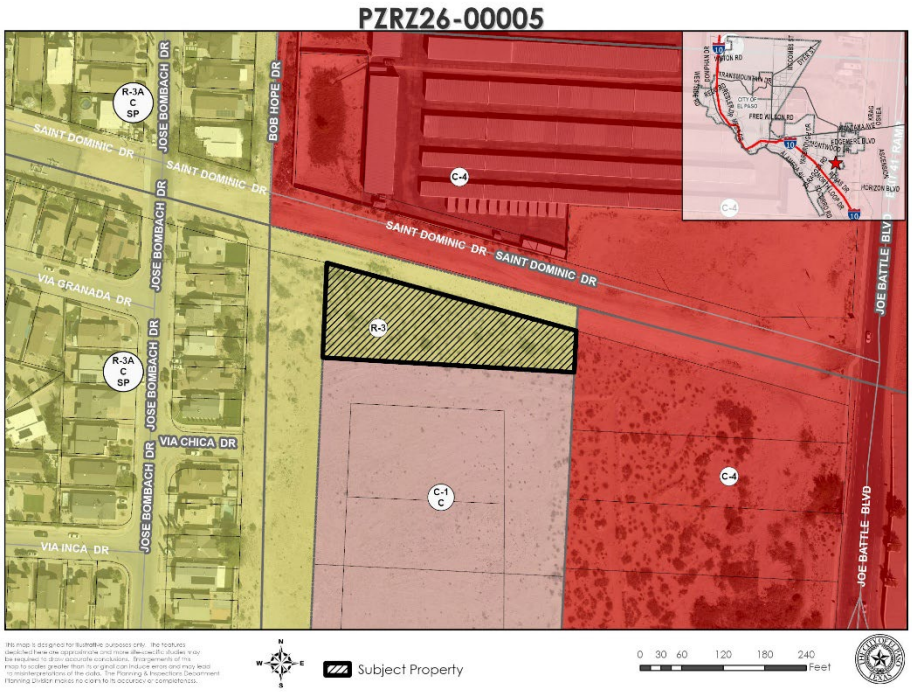


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is proposing to rezone the subject property from R-3 (Residential) to C-1 (Commercial) to allow for a proposed medical office. The subject property is 0.87 acres in size and is vacant. The conceptual site plan shows the proposed layout which includes two (2) medical office buildings, ponding and parking. Future access is proposed through Joe Battle Boulevard from Saint Dominic Drive. The conceptual plan is not being reviewed for compliance with zoning requirements and is not binding.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed rezoning is consistent with adjacent zoning districts and commercial uses in the area. Properties adjacent to the subject property are zoned C-4 (Commercial) to the north and east and include a self-storage warehouse and lots currently under development; C-1/c (Commercial/condition) to the south that include vacant lots and R-3 (Residential) to the west that include single-family dwellings. The nearest park is Walter Clarke Park (0.6 mile) and the nearest school is Capt. Walter E. Clarke Middle School (0.9 mile). The proposed rezoning will serve to consolidate property under the same zoning district as immediate adjacent properties and the conditions are recommended to safeguard single-family uses allowed in the proximity.

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **G-4, Suburban (Walkable):** This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.	Yes. The proposed medical office development is compatible with the G-4, Suburban Land Use Designation of *Plan El Paso*.
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **C-1 (Commercial) District:** The purpose of these districts 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.	Yes. The proposed C-1 (Commercial) zoning district will provide the integration of commercial uses with C-1 (Commercial), C-4 (Commercial), and R-3 (Residential) zoning districts in the surrounding area. Conditions are recommended to safeguard adjacent residential development.
Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.	Yes. The subject property is generally located North of Vista del Sol Drive and West of Joe Battle Boulevard designated as a major street and freeway respectively and is proposed to have future access through Joe Battle Boulevard from Saint Dominic Drive which is classified as a local street in the City's Major Thoroughfare Plan. The proposed rezoning will serve to consolidate property under the same zoning district as immediate adjacent properties and the conditions are recommended to safeguard single-family uses allowed in the proximity.

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 proposed development is not within any historic districts or study area plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	None. The proposed development is not anticipated to pose any adverse effects on the community.
Natural Environment: Anticipated effects on the natural environment.	None. The subject property does not involve sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is in transition. Properties have been rezoned within the last ten years. On October 30, 2018, adjacent properties to the south were rezoned from R-3 (Residential) to C-1 (Commercial).
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	This established neighborhood comprises commercial developments. In 2018, the properties to the south were rezoned from R-3 (residential) to C-1/C (commercial/condition), and in 2024, the properties to the east were rezoned from R-3 to C-4 (commercial). As the area is in transition, the existing residential zoning is no longer appropriate for the property.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property is generally located North of Vista del Sol Drive and West of Joe Battle Boulevard designated as a major street and freeway respectively and is proposed to have future access through Joe Battle Boulevard from Saint Dominic Drive which is classified as a local street in the City's Major Thoroughfare Plan. There are two (2) bus stops located within walkable distance (0.25 miles) of the subject property. The closest bus stop is along Vista del Sol Drive 0.6 miles in proximity to the subject property.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were received from reviewing departments.

PUBLIC COMMENT: There are no registered neighborhood associations applicable to the subject property. Notices were sent to property owners within 300 feet of the subject property on April 9, 2026. As of April 16, 2026, the Planning Division has not received any communication in support or opposition to the rezoning request.

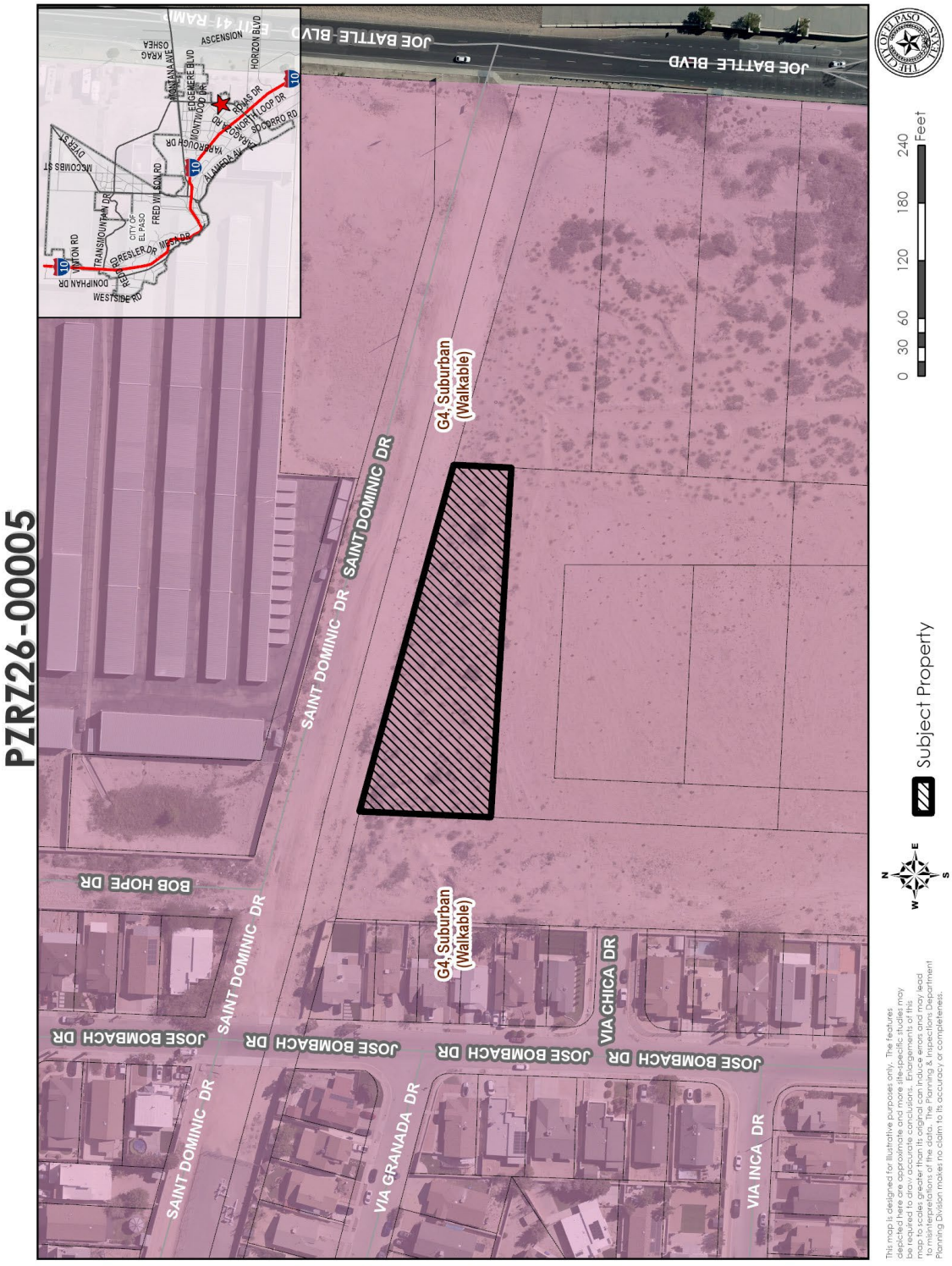
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
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.

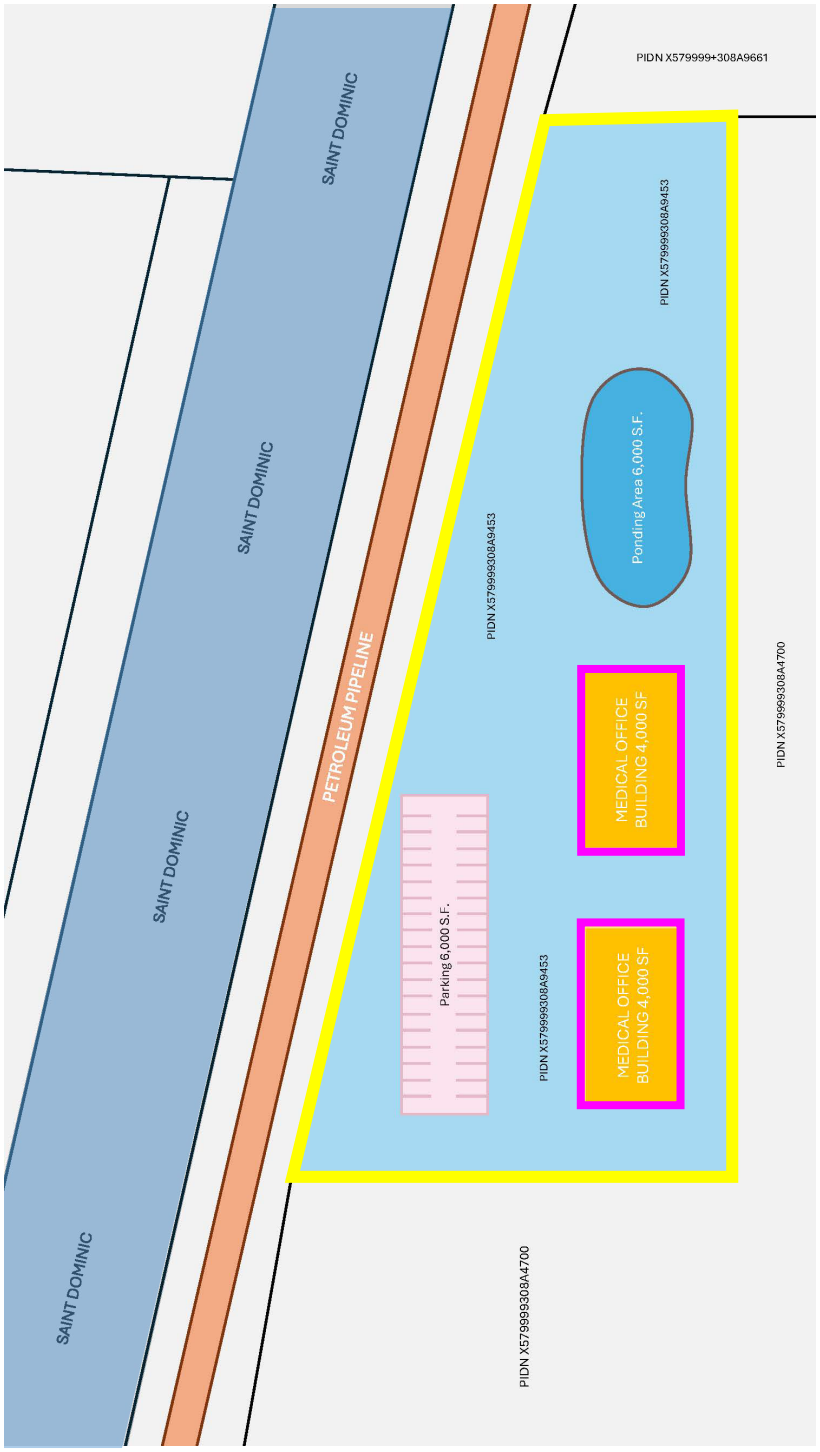
ATTACHMENTS:

1. Future Land Use Map
2. Generalized Plot Plan
3. Department Comments
4. Neighborhood Notification Boundary Map

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL WITH A CONDITION** of the rezoning request. The proposed zoning district is compatible with the commercial uses in the surrounding area and consistent with Plan El Paso, the City's Comprehensive Plan, and the G-4, Suburban (Walkable) Future Land Use Map Designation. The condition is the following:

That ten feet (10') landscaped buffer with high-profile native trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at thirty feet (30') on center along 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.

Planning and Inspections Department – Plan Review & Landscaping Division

Recommend approval. Conceptual plan review.

Planning and Inspections Department – Land Development

The proposed ponding area(s) shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event.

Note: Comments to be addressed at the permitting stage.

Fire Department

No adverse comments.

Police Department

No comments received.

Environment Services

No comments.

Sun Metro

No comments received.

Streets and Maintenance Department

Traffic & Transportation Engineering

•No objections to application.

•No TIA is required for the proposed use.

Streets Lighting:

Street Lights Department does not object to this request.

For the development of a subdivision a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals**. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site***. The description of all lighting fixtures, both proposed and existing.

Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)* and any other applicable standards or requirements of the city.

Street Lights Department requires that all projects that involves a roadway is to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

City of El Paso Codes to be followed:
*Title 19 - 19.16.010 - Streetlighting.
**18.18.190 – Submission contents.
*** 19.02.040 Criteria for approval.

Contract Management:

1. 1.Indicate that any infrastructure located within the city right-of-way or within the city's two-mile Extra-Territorial Jurisdiction (ETJ) must comply with the Design Standards for Construction and the Municipal Code.
2. For future development, a complete set of plans shall be submitted.
3. Provide detailed information on curbs and gutters, curb ramps, and sidewalks in compliance with DSC standards.
4. Include typical cross-section for proposed streets, showing right-of-way widths and sidewalks.
5. Indicate that when placing Sidewalks, the municipal Code Chapter 19.21 of Sidewalks shall be followed, and Chapter 13.04.020 Sidewalk Specifications.
6. Indicate that for driveways the municipal code chapter 13.12 shall be followed.
7. Indicate that any damaged structure must be restored to same or better condition, this goes for asphalt, concrete, manholes, or water valves.

Note: Comments to be addressed at the platting stage.

El Paso Water

EPWater-PSB does not object to this request.

Water

There is an existing 8-inch diameter water main that extends along Via Chica Dr. approximately 18-feet south of the north right-of-way. This main dead-ends approximately 108 feet east of Jose Bombach Dr. This water main can be extended to provide service. Previous water pressure readings from fire hydrant #8745, last tested on 10/5/2022, fronting 1639 Jose Bombach Dr., yielded a static pressure of 46 psi, a residual pressure of 42 psi and a discharge of 855 gallons per minute.

Sanitary Sewer

There is an existing 8-inch diameter sanitary sewer main that extends along Via Chica Dr. approximately 21-feet north of the south right-of-way and dead-ends approximately 136-feet east of Jose Bombach Dr. This sanitary sewer main can be extended to provide service.

General

Water and sanitary sewer main extensions along a PSB easement will be required to provide service. All costs related to the extension of water and sanitary sewer main and easement acquisition are the responsibility of the owner/developer.

No building, reservoir, structure, parking stalls, or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained within the above-referenced EPWater-PSB easement without the prior written consent of EPWater-PSB. The Developer shall refrain from constructing rock walls, signs, buildings, curbs, or any other structures that interfere with access to the PSB easements, and a minimum five (5) foot setback shall be maintained from the easement line to any building, sign, or structure. All easements dedicated for public water and/or sanitary sewer facilities shall comply with the EPWater-PSB Easement Policy and shall be improved to accommodate the operation of EPWater maintenance vehicles. EPWater-PSB requires unrestricted access to all proposed water and

sanitary sewer facilities, appurtenances, and meters located within the easement twenty-four (24) hours per day, seven (7) days per week.

EPWater requires a new service application to provide services to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater

1. As per the Municipal Code: New developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of green space, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.
2. Recommend using principles of low impact development (such as recessed landscaping, rainwater harvesting, and porous pavement) to reduce the amount of developed stormwater runoff.
3. The proposed ponding area shown shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event. Label the pond as “Private”.

El Paso County 911 District

No comments received.

Texas Department of Transportation

No comments received.

El Paso County Water Improvement District #1

No comments received.

Texas Gas Service

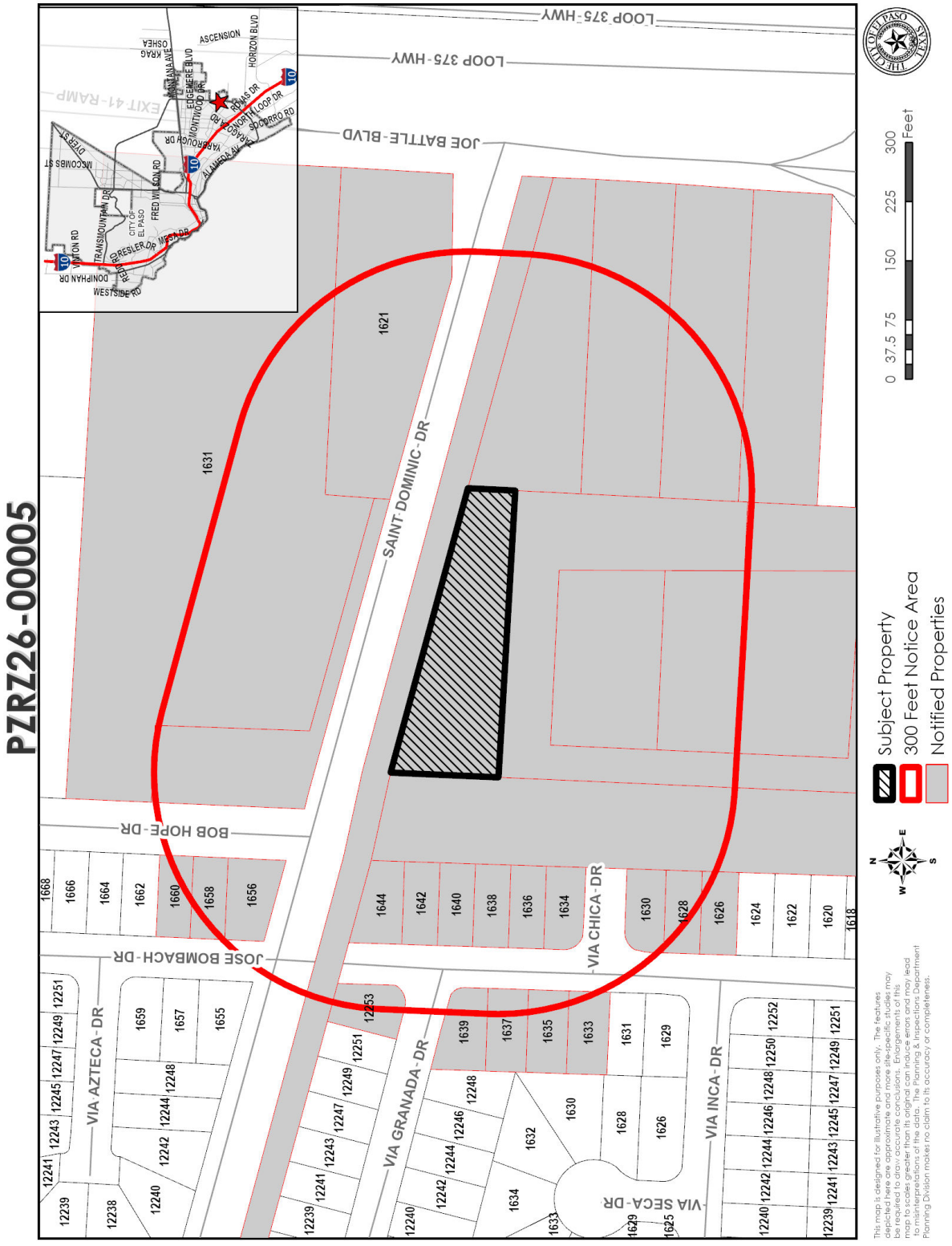
Texas Gas Service will need an easement from Jose Bombach Dr. and/or Joe Battle Blvd. to provide gas to the property. Unless you can provide evidence of Saint Dominic Drive being a public right-of-way. Also, we are going to request a letter of non-objection from the Petroleum pipeline to cross their easement.

Note: Comments to be addressed at the platting stage.

El Paso Electric

No comments.

ATTACHMENT 4



DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Bratislav Velimiroic
Business Name	Hammeum LLC
Agenda Item Type	
Relevant Department	

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☑ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐ I have made campaign contributions or donations totaling an aggregate of $500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____ Date: 01/15/2026

File #: 26-0716, **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 Lily Limón, (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 and City Attorney to develop a policy that will safeguard taxpayers from covering public safety and venue costs when candidates choose to visit the city while on the campaign trail. The policy should include an upfront deposit that will cover the projected cost of the event. It is requested that this policy be brought to the council within 60 days.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: Mayor and Council

AGENDA DATE: 06/09/2026

CONTACT PERSON NAME Lily Limón **PHONE NUMBER:** 1-915-212-0007

2nd CONTACT PERSON **PHONE NUMBER:** 1-915-555-5555

3rd CONTACT PERSON **PHONE NUMBER:** 1-915-555-5555

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 6: Set the standard for sound

SUBGOAL:

SUBJECT:

Discussion and Action to direct the City Manager and City Attorney to develop a policy that will safeguard taxpayers from covering public safety and venue costs when candidates choose to visit the city while on the campaign trail. The policy should include an upfront deposit that will cover the projected cost of the event. It is requested that this policy be brought to council within 60 days.

COMMUNITY AND STAKEHOLDER OUTREACH:

Council has discussed the issue of the Trump campaign owing approximately $600,000 that was not paid to the city. It received extensive media coverage, and we received positive support from our constituents at our community meetings.

BACKGROUND / DISCUSSION:

After the Trump campaign visit, the city was left with a bill for approximately $600,000. Attempts were made to collect the cost, but no payment was ever received. The city allowed the Trump campaign to hold a rally yet a contract was never written to cover the cossts incumbered. This action will prevent other campaigns from comiing to the city, using our resources and then passing those costs to the taxpayers.

PRIOR COUNCIL ACTION:

Yes

AMOUNT AND SOURCE OF FUNDING:

Not applicable

File #: 26-0726, **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, Art Fierro, (915) 212-0006
Members of the City Council, Deanna Maldonado-Rocha, (915) 212-0003

AGENDA LANGUAGE:

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

Discussion and action to approve a Resolution authorizing the City Manager to collect hotel occupancy taxes on short-term rentals in accordance with Section 156.001(3)(b) of the Texas Tax Code.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: Mayor and Council

AGENDA DATE: 06/09/2026

CONTACT PERSON NAME Alternate Mayor-ProTem Fierro **PHONE NUMBER:** 915-212-0006

2nd CONTACT PERSON City Rep Maldonado-Rocha **PHONE NUMBER:** 915-212-0003

3rd CONTACT PERSON **PHONE NUMBER:**

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: CULTIVATE AN ENVIRONMENT

SUBGOAL: Enhance visitor revenue opportunities

SUBJECT:

Discussion and action to approve a resolution authorizing the City Manager to collect hotel occupancy taxes on short-term rentals in accordance with Section 156.001(3)(b) of the Texas Tax Code.

COMMUNITY AND STAKEHOLDER OUTREACH:

Early 2023, the City of El Paso presented to stakeholders, neighborhood associations, and held community meetings.

BACKGROUND / DISCUSSION:

PRIOR COUNCIL ACTION:

Yes, in January 18, 2023 City Council heard a Cross Functional Team Update on the Short-term Rental Ordinance.

AMOUNT AND SOURCE OF FUNDING:

n/a

RESOLUTION

WHEREAS, the City of El Paso (the "City") recognizes the rapid growth of short-term rental properties, including those advertised through platforms such as Airbnb, Vrbo, and similar lodging marketplaces; and

WHEREAS, revenues generated from hotel occupancy taxes ("HOT") may be utilized in accordance with Texas law to support tourism, convention activities, arts, cultural programs, and other legally authorized purposes; and

WHEREAS, short-term rentals provide lodging accommodations similar to hotels, motels, and traditional hospitality businesses operating within the City; and

WHEREAS, Title 3, Chapter 3.12 of the El Paso City Code provides for the collection of HOT; and

WHEREAS, the Texas Legislature passed H.B. 1905 (2015) amending Section 156.001(3)(b) of the Texas Tax Code to provide that "For the purposes of the imposition of a hotel occupancy tax under this Chapter, Chapter 351 or 352, or other law, "hotel" includes a short-term rental"; and

WHEREAS, collecting HOT on short-term rentals ensures equitable tax collection among all lodging providers; and

WHEREAS, the City Council finds it necessary and in the public interest to collect HOT from short-term rental operators within the City.

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

THAT the City shall begin collecting HOT on Short Term Rentals no earlier than ninety (90) days and no later than (180) days from the date of this Resolution.

PASSED AND APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russell Abeln
_____
Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Robert Cortinas
Deputy City Manager and Chief Financial Officer

File #: 26-0727, **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 Art Fierro, (915) 212-0006

AGENDA LANGUAGE:

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

Discussion and action that City Council declares the expenditure of District 6 discretionary funds, in an amount not to exceed $2,000.00 for initial costs related to the new Adopt-a-Street Program, which serves the municipal purpose of improving the visual impression of the community and promoting community interest in the beautification of the City of El Paso.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: Mayor and Council

AGENDA DATE: 06/09/2026

CONTACT PERSON NAME Alternate Mayor ProTem Fierro **PHONE NUMBER:** 915-212-0006

2nd CONTACT PERSON **PHONE NUMBER:**

3rd CONTACT PERSON **PHONE NUMBER:**

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 3.1 Improve the visual impression of the

SUBJECT:

Discussion and action that City Council declares the expenditure of District 6 discretionary funds, in an amount not to exceed $2,000.00 for initial costs related to the new Adopt-a-Street Program, which serves the municipal purpose of improving the visual impression of the community and promoting community interest in the beautification of the City of El Paso.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

BACKGROUND / DISCUSSION:

On September 16, 2025, District 5 added the following to the council agenda, Discussion and action directing the City Manager and City Attorney to return within 60 days with recommendations for establishing a City of El Paso Adopt-a-Street Program.

PRIOR COUNCIL ACTION:

On November 18, 2025, approved an item establishing a City of El Paso Adopt-a-Street Program, and on January 8, 2026 Council approved an item authorizing the expenditure of District 4's discretionary funds.

AMOUNT AND SOURCE OF FUNDING:

District 6 Discretionary Fund amount $2,000

RESOLUTION

WHEREAS, the El Paso City Council approved the resolution to establish an Adopt-a-Street Program on November 18, 2025; and

WHEREAS, the Representative of District 6 desires to use discretionary funds to support the start-up cost and help the initiation of the Adopt-a-Street Program.

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

THAT City Council declares the expenditure of District 6 discretionary funds, in an amount not to exceed $2,000.00 for initial costs related to the new Adopt-a-Street Program, which serves the municipal purpose of improving the visual impression of the community and promoting community interest in the beautification of the City of El Paso.

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

APPROVED this the _____ day of _____ 2026.

THE CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Roberto Aguinaga
Robert Aguinaga
Assistant City Attorney

File #: 26-0728, **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 Josh Acevedo, (915) 212-0002
Members of the City Council, Representative Lily Limón, (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 and City Attorney to initiate negotiations to terminate the Chapter 380 Economic Development Program Agreement and any related incentive agreements with Wurldwide LLC and Meta Platforms, Inc., in light of significant public concern regarding utility affordability, water resources, environmental impacts, infrastructure burdens, transparency concerns, questions regarding contractual enforceability and governmental immunity, and the adequacy of projected public benefits associated with the project.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: Mayor and Council

AGENDA DATE: 06/09/2026

CONTACT PERSON NAME Rep. Josh Acevedo **PHONE NUMBER:** 915-212-0002

2nd CONTACT PERSON Rep. Lily Limón **PHONE NUMBER:** 915-212-0007

3rd CONTACT PERSON **PHONE NUMBER:** 1-915-555-5555

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 8: Nurture & Promote a Healthy,

SUBGOAL: District 3

SUBJECT:

Discussion and action to direct the City Manager and City Attorney to initiate negotiations to terminate the Chapter 380 Economic Development Program Agreement and any related incentive agreements with Wurldwide LLC and Meta Platforms, Inc., in light of significant public concern regarding utility affordability, water resources, environmental impacts, infrastructure burdens, transparency concerns, questions regarding contractual enforceability and governmental immunity, and the adequacy of projected public benefits associated with the project.

COMMUNITY AND STAKEHOLDER OUTREACH:

The City held six community meetings to gather public feedback on a data center policy framework. This includes meetings on March 23 at the Don Haskins Rec Center, March 25 at the Veterans Rec Center, March 26 at Pavo Real Rec Center, March 30 at The Beast Urban Rec Center, April 2 at the Chamizal Community Center, and April 8 at the Wayne Thornton Community Center. Rep. Acevedo also hosted numerous community meetings in which data center policies and incentive agreements were discussed by the public.

BACKGROUND / DISCUSSION:

The proposed action is in direct response to the calls from the public who have raised concerns about the negative impacts hyperscale data centers may have on water and electrical resources, as well as concerns of increased pollution. Residents have been calling for the termination of the existing Chapter 380 Economic Development Program Agreement with Wurldwide LLC and their parent company, Meta Platforms Inc.

PRIOR COUNCIL ACTION:

City Council voted on February 17, 2026 to direct the City Manager to develop a Data Center Policy Framework and host a series of community meetings to solicit feedback. City Council voted unanimously on May 26, 2026 to longer actively recruit, pursue, or incentivize future hyperscale data centers. That item also prohibits tax abatements, rebates, permit fee waivers, public financing assistance, economic development grants, or similar economic development tools

AMOUNT AND SOURCE OF FUNDING:

N/A

File #: 26-0668, **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) 212-0043
Streets and Maintenance, Randy Garcia, (915) 212-7000

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.
Populate the table to maintain proper formatting. Copy and paste the agenda language in the designated area below. You may include more language after the table. Just made sure all posting language is populated between "TITLE" and "END".

Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2026-0169 Pro Patch Proprietary Parts to HD Industries, Inc., the sole and authorized distributor of the Pro Patch Asphalt Pothole Patcher and associated parts for a term of three (3) years for an estimated amount of $360,000.00. Supplier will be required to provide an updated sole source letter and affidavit each year.

Department:	Streets and Maintenance
Award to:	HD Industries, Inc.
City & State:	Jacksonville, TX
Item(s):	All
Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$120,000.00
Term Estimated Award:	$360,000.00
Option Term Estimated Award:	$N/A
Total Estimated Award	$360,000.00
Account(s)	532-3600-531210-37020-P3701
Funding Source(s):	Internal Service Fund
District(s):	All

Purchasing & Strategic Sourcing and Streets and Maintenance recommend a non-competitive award under Local Government General Exemption: Section 252.022 -

(7) a procurement of items that are available from only one source, including:
(D) captive replacement parts or components for equipment;

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.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT/COUNCIL OFFICE: Streets and Maintenance
AGENDA DATE: June 9, 2026
PUBLIC HEARING DATE: Not Applicable
CONTACT PERSON NAME: Randy Garcia, Streets and Maintenance **PHONE NUMBER:**(915) 212-7000
2nd CONTACT PERSON NAME: Claudia A. Garcia, Purchasing & Strategic Sourcing **PHONE NUMBER:**(915) 212-0043
DISTRICT(S) AFFECTED: All

Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2026-0169 Pro Patch Proprietary Parts to HD Industries, Inc., the sole and authorized distributor of the Pro Patch Asphalt Pothole Patcher and associated parts for a term of three (3) years for an estimated amount of $360,000.00. Supplier will be required to provide an updated sole source letter and affidavit each year.

Department:	Streets and Maintenance
Award to:	HD Industries, Inc.
City & State:	Jacksonville, TX
Item(s):	All
Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$120,000.00
Term Estimated Award:	$360,000.00
Option Term Estimated Award:	$N/A
Total Estimated Award	$360,000.00
Account(s)	532-3600-531210-37020-P3701
Funding Source(s):	Internal Service Fund
District(s):	All

Purchasing & Strategic Sourcing and Streets and Maintenance recommend a non-competitive award under Local Government General Exemption: Section 252.022 -
(7) a procurement of items that are available from only one source, including:
(D) captive replacement parts or components for equipment;

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.

ISSUE STATEMENT:
City Council is asked to approve the award of a replacement contract for Pro Patch proprietary parts. This contract will enable the Streets and Maintenance Department to procure replacement parts and maintenance components necessary for the operation, repair, and upkeep of the city-owned Pro Patch asphalt patcher.

BACKGROUND:
The Pro-Patch Asphalt Patcher provides a safer, more efficient method for repairing potholes by reducing the number of personnel and equipment required for each job. Its advanced application process produces longer-lasting repairs, minimizing repeat maintenance and reducing overall operational costs. This results in improved roadway conditions, enhanced public safety, and a more cost-effective use of the City's resources and budget.

Contract Variance: The difference based in comparison to the previous contract is as follows: An increase of $240,000.00, which represents a 200% increase due to:

1. Increase in the department's annual budgeted amount from $40,000.00 to $120,000.00 in anticipation of an increase in repairs needed for existing aging equipment.

No protest received for this requirement.

COUNCIL OPTIONS:

1. Award the contract as recommended;
2. Deny award if Council determines such action is in the best interest of the City;
3. Direct staff to re-solicit the procurement with revised evaluation criteria or policy direction, as permitted by law; or
4. Postpone action, pending additional information.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by a City Council committee.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

RELATED POLICIES:

1. Procurement Sourcing Policy

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

☑ Legal counsel reviewed as part of the Council packet

☐ Legal counsel reviewed in advance of packet as individual item

AMOUNT AND SOURCE OF FUNDING:

Amount: $360,000.00
Funding Source: Internal Service Fund

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations to City Council of an accumulated total of $500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT ($)
Form was provided to the applicant	

ATTACHMENTS:

1. Sole Source Letter
2. Sole Source Affadavit

FOR MORE INFORMATION:

Randy Garcia	915-212-7000	GarciaRX5@elpasotexas.gov

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

SIGNATURES:

Randy Garcia - Director of Streets and Maintenance

Claudia A. Garcia – Director of Purchasing & Strategic Sourcing

H.D. Industries, Inc.

Pro-Patch Pothole Patcher

P.O. Box 8250 / Jacksonville, TX 75766 / (903) 586-6126 / www.pro-patch.com

August 28, 2025

Diana Reyes
City of El Paso
1059 Lafayette; BLDG 3
El Paso, TX 79907

To: Diana Reyes:

H.D. Industries, Inc. is the sole manufacturer of the ***Pro-Patch*** Asphalt Pothole Patcher, and all related equipment parts. We are the sole source and distributor for the Pro-Patch parts and we have the exclusive territory for El Paso, TX.

Features include:

Dry Radiant Heat System, U.S. Patent# 5988935

- The body has a dry radiant heat chamber heated by 2 each 150,000 BTU retort tube propane burners with vertical exhaust stacks.

Exhaust Stack Dampener system, U.S. Patent# 6681761

- Exhaust stacks have an automatic electronic dampener that opens when burners are fired and closes when burners shut off to prevent heat loss.

Hydraulic Door safety System, U.S. Patent# 7037034

- Hydraulic valve has an internal or external safety design that will protect the operator by not allowing the screw conveyor or asphalt agitator to operate when the doors are open.

Emulsion Rejuvenator System, U.S. Patent# 16597547

- **The tank is equipped with and automatic rejuvenation system that will help keep the emulsion oil from separating which will prevent pump and lines from clogging up and eliminate sludge and build-up in the tank**

For any further information, please call me at (903) 586-6126 or visit our web site at www.pro-patch.com.

Brad Dillingham
Vice-President

PURCHASING & STRATEGIC SOURCING DEPARTMENT

SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Brad Dillingham. I am over the age of 18, have never been of a convicted crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: H.D Industries, Inc
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s): Pro Patch Asphalt Pothole Patcher and the parts for the patcher.
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. **Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuation of any/all business with the City of El Paso.**

B L Dillingham
Signature

SUBSCRIBED AND SWORN to before me on this 28 day of AUGUST 2025

TINA D. FORRY
Notary Public, State of Texas
Comm. Expires 10-13-2028
Notary ID 119703

Tina D Forry
NOTARY PUBLIC

TINA D. FORRY
PRINTED NAME

10-13-2028.
MY COMMISSION EXPIRES

COMPANY NAME: H.D Industries, Inc

ADDRESS, CITY, S TATE & ZIP CODE P.O Box 8250; Jacksonville, TX 75766

PHONE: 903-586-6126 FAX NUMBER:

CONTACT NAME AND TITLE: Brad Dillingham; Vice-President

WEB ADDRESS: www.pro-patch.com EMAIL: brad@pro-patch.com

FEDERAL TAX ID NUMBER: 75-2117282 TEXAS SALES TAX NUMBER:

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.Contributor / Donor Information:

Full Name: Brad Dillingham

Business Name: H.D. Industries, Inc.

Agenda Item Type: Contract Award

Relevant Department: Streets & Maintenance

2026-0169 Pro Patch Proprietary Parts
Supplier Name: HD Industries Inc

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

[X] I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

[ ] I have made campaign contributions or donations totaling an aggregate of $500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____ Date: 4/16/26

2026-0169 Pro Patch Proprietary Parts

Supplier Name: HD Industries Inc

RECEIVED
By City Clerk's Office at 8:52 am, May 28, 2026

CITY ATTORNEY'S OFFICE

AWARDEE LITIGATION REVIEW

05/28/26

The City Attorney's Office has reviewed whether or not the proposed awardee:

HD Industries, Inc.

has been involved in prior or active litigation with the City for a period of 10 years from the date of award:

X	No prior litigation has been found.
	Litigation Listing follows:

Caption	Parties	Causes of Action	Status of Case

Reviewed by: Mona M. Heydarian
Assistant City Attorney

File #: 26-0692, **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, Alejandra Fuentes, (915) 212-1618
Economic and International Development, Karina Brasgalla, (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 that the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between the City of El Paso (the "City") and the Better Business Bureau (the "Applicant"), a 501(c)(3) non-profit organization, to provide an incentive not to exceed $200,000 to continue the implementation of the Buy El Paso Rewards Program. Funding will be provided via the Impact Auxiliary Fund.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Economic and International Development

REVISED
5:03 pm, Jun 02, 2026

AGENDA DATE: 6/9/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Alejandra Fuentes **PHONE NUMBER:** 915-212-1618

2nd CONTACT PERSON NAME: Karina Brasgalla **PHONE NUMBER:** 915-212-0094

DISTRICT(S) AFFECTED: All Districts

AGENDA ITEM:

Discussion and action on a Resolution that the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between the City of El Paso (the "City") and the Better Business Bureau (the "Applicant"), a 501(c)(3) non-profit organization, to provide an incentive not to exceed $200,000 to continue the implementation of the Buy El Paso Rewards Program. Funding will provided via the Impact Auxiliary Fund.

ISSUE STATEMENT:

City Council is requested to approve additional funding for the Buy El Paso Rewards program. The proposed action will authorize a one-time transfer of $200,000 from the Impact Auxiliary Fund toward direct consumer reimbursement campaigns, i.e. sign-up and holiday event codes. This funding will allow Buy El Paso Rewards to continue serving 6,300+ active users and 3,700+ registered local businesses. Buy El Paso Rewards is one of the most successful small business initiatives to date, providing a 15 time return on investment and encouraging El Pasoans to shop local!

BACKGROUND:

On January 31, 2023, the El Paso City Council authorized a Subrecipient Agreement with the Better Business Bureau Foundation El Paso ("BBB") utilizing American Rescue Plan Act (ARPA) funds to launch the "Buy El Paso" digital rewards program. Due to strong community participation and a demonstrated economic impact exceeding $4.6 million circulated within the local economy, the original ARPA allocation has been fully expended prior to the program's July 31, 2026 expiration date.
To ensure uninterrupted program operations and continued service to more than 6,300 active users and 3,700 registered local businesses, the proposed action authorizes the City to provide a one-time transfer of $200,000 to the Applicant so that the funds may be deposited into the Bludot Open Rewards account to fund an additional year of capacity.

COUNCIL OPTIONS:

1. Approve the agreement as presented
2. Decline Approval and direct staff to renegotiate agreement

COMMITTEE REVIEW AND/OR RECOMMENDATION:

n/a

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

n/a

RELATED CITY POLICIES:

Impact/Auxiliary Fund Policy

PRIOR COUNCIL ACTION:

City Council approved the original ARPA agreement on January 31, 2023 and the First Amendment on July 30, 2024.

LEGAL REVIEW:

☑ *Legal counsel reviewed as a part of Council packet*

☐ *Legal counsel reviewed in advance of packet as an individual item*

AMOUNT AND SOURCE OF FUNDING:

Auxiliary Impact Fund

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

n/a

NAME	AMOUNT ($)

ATTACHMENTS:

Resolution and Chapter 380 Agreement

FOR MORE INFORMATION:

Alejandra Fuentes 915-212-1618 fuentesm1@elpasotexas.com

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

SIGNATURE: _____

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

REVISED
5:03 pm, Jun 02, 2026

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 the City of El Paso (the "City") and the Better Business Bureau (the "Applicant"), a 501(c)(3) non-profit organization, to provide an incentive not to exceed $200,000 to continue the implementation of the *Buy El Paso Rewards* Program.

APPROVED this_____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Karina Brasgalla, Director
Economic & International Development

26-ECON-1173 | Tran #28110 | ED
Buy EP Rewards Funding
OG

REVISED
5:03 pm, Jun 02, 2026

STATE OF TEXAS)
)
COUNTY OF EL PASO)

CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This Chapter 380 Economic Development Program Agreement ("Agreement") is made and entered into by and between the **CITY OF EL PASO**, **TEXAS** ("City"), a Texas home-rule municipal corporation, and the **Better Business Bureau**, ("Applicant," "BBB," or "Contractor"), a 501(c)(3) non-profit organization, for the purposes and considerations stated below:

WHEREAS, the Applicant desires to enter into this Agreement pursuant to Chapter 380 of the Texas Local Government Code ("Chapter 380") and the Texas Constitution Article III, Section 52-a; and

WHEREAS, the City has the authority under Chapter 380 to make loans or grants of public funds, as a governmental function, for the purposes of promoting local economic development and stimulating business and commercial activity for the general public within and around the City of El Paso, Texas; and

WHEREAS, on March 20, 2018, the City adopted Ordinance No. 018772 increasing the *Auxiliary Fee* and reserved the Auxiliary Fee for economic development purposes; and

WHEREAS, on October 16, 2018, the City created via Resolution the City of El Paso Auxiliary Fee Policy (the "Policy") for the purpose of establishing guidelines for the use and management of the Auxiliary Fee within the Auxiliary Fund; and

WHEREAS, on January 31, 2023, the CITY and BBB entered into a Subrecipient Agreement, attached hereto as *Exhibit A,* to administer ARPA Act funds ("ARPA Agreement") to implement the EPBusiness Strong and the Buy El Paso Program and implement of the El Paso Small Business Rewards Program("Program"); and

WHEREAS, pursuant to Chapter 380 and consistent with the purposes outlined in the ARPA Agreement, the City desires to provide an incentive via Auxiliary Fund to the Applicant for the continued support of the Buy El Paso Rewards Program ("Program"), including reimbursable consumer rewards, to serve the public purpose of promoting economic development and enhancing business and commercial activity within and around the City of El Paso, Texas; and

WHEREAS, the Applicant's services being located in El Paso, Texas may likely encourage increased economic development in the City, provide increases in the City's property tax revenues, and improve the City's ability to provide for the health, safety and welfare of the general public within and around El Paso, Texas; and

WHEREAS, the City has determined and hereby finds that this Agreement embodies an eligible *program* and promotes economic development in and around El Paso, Texas; meets the requisites under Chapter 380 of the Texas Local Government Code and the Policy; and is in the best interests of the City and the Applicant.

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**. The word *Agreement* means this Chapter 380 Economic Development Program Agreement, together with all attached exhibits to this Agreement.

B. **ARPA Agreement**. Subrecipient Agreement by and between the City and BBB, attached hereto as *Exhibit A,* to administer ARPA Act funds to implement the EPBusiness Strong and the Buy El Paso Program and implement of the El Paso Small Business Rewards Program ("Program").

C. **Applicant**. The word *Applicant* means the Better Business Bureau, a 501(c)(3) non-profit organization.

D. **City.** The word *City* means the City of El Paso, Texas.

E. **Effective Date.** This phrase means the date the El Paso City Council approves the Agreement.

F. **Event of Default.** This phrase shall have the meaning set forth in Section 5 hereof.

G. **Event of Non-appropriation.** The phrase means the failure of the City to appropriate for any Fiscal Year, sufficient funds to pay the Grant payment, or the reduction of any previously appropriated money below the amount necessary to permit the City to pay the Grant payments from lawfully available funds.

H. **Grant.** The word *Grant* means a one-time payment to the Applicant under the terms of this Agreement and payable from the City's Auxiliary Fund. The maximum payment amounts shall not exceed $200,000 during the term of this Agreement.

I. **Project.** The word *Project* means the Applicant's program, titled *Buy El Paso Rewards*, and more fully described in the ARPA Agreement and attached hereto as *Exhibit A.*

SECTION 2. TERM AND GRANT PERIOD.

The Term of this Agreement shall commence on the Effective Date and shall terminate on the first to occur: (i) 6 months from the Effective Date, plus the additional time thereafter as may be necessary to process the final Grant payment and/or facilitate the transition of administration of the Program to the City; or (ii) the proper termination of this Agreement in accordance with the applicable provisions contained herein; or (iii) termination by mutual consent of the parties in writing.

SECTION 3. OBLIGATIONS OF APPLICANT.

During the term of this Agreement, the Applicant shall comply with the following terms and conditions:

A. The Applicant shall continue to implement the *Buy El Paso Rewards* for reimbursable consumer rewards utilizing $200,000 funded by the City, during the Grant Period and until such time as administration of the Program may transition to the City.

B. The Applicant agrees to submit proof, within 30 days of payment by the City, that funds have been deposited into the Bludot Open Rewards account.

SECTION 4. OBLIGATIONS OF CITY.

During the term of this Agreement and so long as an event of default has not occurred and is not continuing as set forth herein (provided, however, an event of default hereunder shall not be deemed to have occurred until after the expiration of the applicable Notice and Cure Period), the City shall comply with the following terms and conditions:

A. The City shall transfer to the Applicant the total amount of Two Hundred Thousand Dollars ($200,000) within thirty (30) days following the Effective Date of this Agreement. This transfer shall constitute a one-time payment obligation under this Agreement.

SECTION 5. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

A. **Failure to administer the Project in strict accordance with the terms of this Agreement and/or Exhibit A**. The Applicant's failure or refusal to operate the Project pursuant to this Agreement through the Grant Period, unless and until administration of the Program transitions to the City, and the Applicant's failure or refusal to cure within 90 days ("Cure Period") after written notice from the City describing the failure ("Notice"), shall be deemed an event of default.

B. **False Statements**. In the event the Applicant provides any written warranty, representation or statement under this Agreement or any document(s) related hereto that is/are false or misleading in any material respect, either now or at the time made or furnished, and the Applicant fails to cure same within 30 days ("Cure Period") after written notice ("Notice") from the City shall be deemed an event of default. If the violation cannot be cured within the 30 day period in the exercise of all due diligence, but the Applicant commences the cure within the 30 day period and continuously thereafter diligently prosecutes the cure of the violation, the actions or omissions shall not be deemed an event of default. Furthermore, if the Applicant obtains actual knowledge that any previously provided warranty, representation, or statement has become materially 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 the warranty, representation, or statement within 30 days after the Applicant learns of its false or misleading nature, the action or omission shall be deemed an event of default.

C. **Insolvency**. The dissolution or termination of the Applicant's existence as a going business or concern; the Applicant's insolvency; appointment of receiver for any part of the Applicant's portion of the Property; any assignment of all or substantially all of the assets of the Applicant for the benefit of creditors of the Applicant; or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Applicant shall all be deemed events of default. However, in the case of involuntary proceedings, if the proceedings are discharged within 60 days after filing, no event of default shall be deemed to have occurred.

E. **Other Defaults**. Failure of the Applicant or the City to comply with or to perform any other term, obligation, covenant, or condition contained in this Agreement or in any related documents, and the Applicant's or the City's failure to cure the failure within 60 days after written notice from the other party describing the failure, shall be deemed an event of default. If the failure cannot be cured within the 60 day period in the exercise of all due diligence, and the Applicant or the City commences the cure within the 60 day period and continuously thereafter diligently prosecute the cure of the failure, the act or omission shall not be deemed an event of default.

F. **Failure to Cure**. If any event of default by the Applicant or the City shall occur, and after the Applicant or the City fails to cure same in accordance herewith, then this Agreement may be terminated without any further action required of the Applicant or the City and the Applicant's or the City's obligations end at that time. If a default has not been cured within the time stated herein, the non-defaulting party shall have all rights and remedies under the law or in equity.

G. **Liability**. In no event will either party be liable to the other party for any indirect, special, punitive, exemplary, incidental, or consequential damages. In no event shall the liability of either party exceed the value of Grant Payments issued hereunder. This limitation will apply regardless of whether or not the other party has been advised of the possibility of the damages.

SECTION 6. RECAPTURE OF GRANT PAYMENTS.

Should the Applicant default under Section 5 of this Agreement or any other terms of this Agreement, and provided that the cure period for the default has expired and the Applicant failed to timely cure the default, all Grants previously provided by the City pursuant to this Agreement shall be recaptured and repaid by the Applicant within 60 days from the date of the termination.

SECTION 7. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT OF APPLICANT.

The City may terminate this Agreement for convenience and without the requirement of an event of default by the Applicant, which shall become effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement void or illegal, including any case law holding that a Chapter 380 Economic Development Agreement, such as this Agreement, is an unconstitutional debt.

SECTION 8. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

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 all 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. Assignment of Applicant's Rights. The 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 proceeds without the City's prior written consent. 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, with no ability for the Applicant to cure.

D. Applicant's Sale or Transfer of the Project. 30 days prior to any sale or other transfer of ownership rights in the Project, the Applicant shall notify the City in writing of the sale or transfer. This provision is a material term of this Agreement and the failure to notify the City of the sale or transfer within the applicable period shall constitute an event of default.

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 the City has full authority to execute this Agreement and bind City to the same. The individual executing this Agreement on the Applicant's behalf warrants and represents that he or she has full authority to execute this Agreement and bind the Applicant to the same.

F. Confidentiality Obligations. The confidentiality of the records, employment records, and any other 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. Specifically, the City will maintain the confidentiality of any proprietary information to the extent permitted by law and agrees that, as required by the Public

Information Act, it will notify the Applicant if a request relating to the 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), the Applicant shall repay the amount of the Grant payments received by the Applicant from the City as of the date of the violation not later than 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 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. 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.

I. Execution of Agreement. The City Manager has received authority to execute this Agreement on behalf of the City from the City Council through approval of a resolution.

J. Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed beyond the party's reasonable control by reason of war, civil commotion, acts of God, severe weather, fire, other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during the period of delay, so that the time period applicable to the obligation or requirement shall be extended for a period of time equal to the period the party was reasonably delayed.

K. Notices. All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown below. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address.

Applicant shall provide all required invoices and other required documentation to Compliance Portal at the following link: Compliance Submittal Portal

To the CITY:	City of El Paso Attn: City Manager P.O. Box 1890 El Paso. Texas 79950-1890
Copy To:	City of El Paso Attn: Economic & Intl. Development - Director P.O. Box 1890 El Paso, Texas 79950- 1890
APPLICANT:	Better Business Bureau Elizabeth Terrazas, CEO 550 E. Paisano Dr. El Paso, TX 79901

L. Ordinance Applicability. The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising; provided, however, no ordinance shall reduce or diminish the contractual obligations contained herein. This Agreement shall confer no vested rights on the Project unless specifically enumerated herein.

M. 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 the invalid provision were not a part hereof.

N. Governmental Function. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function, implementing a government grant program intended to provide a public benefit.

[*SIGNATURES BEGIN ON THE FOLLOWING PAGE*]

IN WITNESS WHEREOF, the parties have executed this Agreement on this____ of _____, 2026.

CITY OF EL PASO, TEXAS:

_____
Dionne Mack
City Manager

APPROVED AS TO FORM:

_____
Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Karina Brasgalla, Interim Director
Economic and International Development

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____of_____, 2026, by **Dionne Mack** as City Manager of the City of El Paso, Texas.

_____
Notary Public, State of Texas

My Commission Expires:

_____

APPLICANT:
Better Business Bureau

By: _____

Name: Elizabeth Terrazas

Title: President & CEO

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 2 of JUNE, 2026, by ELIZABETH TERRAZAS, as President & CEO (title) for the **Better Business Bureau.**

_____
Notary Public, State of Texas

My Commission Expires:

DECEMBER 22, 2027

SANDRA PROVENCIO
NOTARY PUBLIC
NOTARY ID#: 134690182
In and for the State of Texas
My commission expires
DECEMBER 22, 2027

Exhibit A

RESOLUTION

WHEREAS, on January 31, 2023, the City of El Paso and the Better Business Bureau Foundation El Paso ("BBB"), a 501(c)(3) non-profit organization, entered into a Subrecipient Agreement to administer ARPA Act funds to implement the EPBusiness Strong and the Buy El Paso Program and implement the El Paso Small Business Rewards Program ("Agreement"); and

WHEREAS, the Agreement may be amended from time to time under the provisions of Section 7.13 of the Agreement; and

WHEREAS, the parties desire to amend to the Agreement to revise: the funding amount and increase it by $140,000, the Scope of Work listed as Attachment "A," and the Budget listed as Attachment "B."

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

That the City Manager be authorized to execute a First Amendment to that certain Subrecipient Agreement dated January 31, 2023 by and between the City of El Paso and the Better Business Bureau Foundation El Paso ("BBB"), a 501(c)(3) non-profit organization, to revise the funding amount and increase it by $140,000, the Scope of Work listed as Attachment "A," and the Budget listed as Attachment "B."

APPROVED this 30th day of July, 20__.

CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine

Laura Prine
City Clerk

APPROVED AS TO FORM:

Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

Karina Brasgalla, Interim Director
Economic & International Development

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

FIRST AMENDMENT
TO A SUB-RECIPIENT AGREEMENT
[ARPA-Economic Impacts]

This First Amendment to that certain Subrecipient Agreement ("Amendment") is made this 30th day of July 20 24, by and between the **CITY OF EL PASO**, a home-rule municipal corporation organized and existing under the laws of the State of Texas ("CITY"), and **Better Business Bureau Foundation El Paso**, a 501(c)(3) a non-profit organization ("BBB," "Sub-Recipient," or "Contractor").

WHEREAS, on January 31, 2023, the CITY and BBB entered into a Subrecipient Agreement to administer ARPA Act funds to implement the EPBusiness Strong and the Buy El Paso Program and implement of the El Paso Small Business Rewards Program ("Agreement"); and

WHEREAS, the Agreement may be amended from time to time under the provisions of Section 7.13 of the Agreement; and

WHEREAS, the parties desire to amend the Agreement to revise: the funding amount and increase it by $140,000, the Scope of Work listed as Attachment "A," and the Budget listed as Attachment "B."

NOW THEREFORE, in consideration of the mutual benefits and promises contain herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The 1st sentence of Section **3.1 PAYMENT TO SUB-RECIPIENT** is to be revised to read as follows:

   The CITY shall pay to the Sub-Recipient an amount not to exceed **$1,575,522.24** for all services and reimbursable preformed pursuant to this Agreement.

2. **Attachment "B"** in Section **3.1 PAYMENT TO SUB-RECIPIENT** is to include the revised Budget.

3. **Attachment "A"** in Section **3.2 SUB-RECIPIENT'S SERVICES** is to include the revised Scope of Work.

4. Except as amended herein, the Agreement between the **CITY** and **BBB** shall remain in full force and effect.

(Signatures begin on the following page)

IN WITNESS WHEREOF, the parties have hereunto set their hands this 30th day of July, 2024.

THE CITY OF EL PASO:

Cary Westin
Interim City Manger

for Robert Cortinas

APPROVED AS TO FORM:

Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

Karina Brasgalla, Interim Director
Economic and International Development

(Signatures Continue on Following Page)

SUB-RECIPIENT:
Better Business Bureau., a Texas non-profit organization

By: Elizabeth Terrazas

Name: Elizabeth Terrazas

Title: President & CEO

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 12th day of July, 20 24 by Elizabeth Terrazas, President & CEO (title) of the Better Business Bureau, a Texas non-profit organization.

Notary Public, State of Texas

My commission expires: 12 / 22 / 2027

SANDRA PROVENCIO
NOTARY PUBLIC
NOTARY ID#: 134690182
In and for the State of Texas
My commission expires
DECEMBER 22, 2027

ATTACHMENT "A"
(SCOPE OF WORK)

May 30, 2024

SCOPE of WORK

Buy El Paso and Buy El Paso/BluDot Rewards Program

INTRODUCTION

The City of El Paso is working to support and promote the success of its smaller businesses to continue to build a strong local economy. Since 2020, it has worked with the Better Business Bureau El Paso ("BBB") to encourage a community mindset to 'buy local' with its successful **Buy El Paso** program. The program has promoted hundreds of small businesses that otherwise may not have the ability to get the exposure they need to succeed. It also works to educate the community on the positive economic and cultural impact of supporting locally owned businesses and reinforces 'buying local' behavior through social media, contests, and promotions. These contests and promotions have served to support the local economy and the art community.

The City Economic Development Team ("the City") and BBB have looked for additional ways to support local business and grow the economy. Its recent pilot program, Buy El Paso Rewards, looked to provide incentives to consumers to visit local businesses and empower small businesses with data derived from those consumer interactions. That pilot provided valuable insight to the habits and skills of El Paso businesses. In particular, small businesses need a program that does not add any additional work or process on their part. El Paso businesses are not unique in this respect. Over the last several years, small businesses have had to adapt to a changing marketplace, including adopting many new forms of technology, such as point of sale (POS) systems for their sales and record keeping. Understanding this, City staff and BBB researched opportunities that achieve the goal of fostering patronage of locally owned businesses with little to no burden on the businesses themselves and that can leverage the brand and goodwill of Buy El Paso Rewards.

Bludot Open Rewards

Bludot Open Rewards is a turn-key rewards program that stimulates local economies by incentivizing consumers to shop local, with no obligation or administrative burden on local businesses. Using a Rewards app, the program lets consumers earn rewards when they

shop at eligible businesses within the community, and they can use the rewards they've earned at any other eligible businesses within that same community, which ensures all invested monies stay within the local economy. The City decides the appropriate percentage of rewards for purchases, funding (the amount to fund the rewards reimbursements to consumers), eligible businesses, and additional program parameters.

After research, demonstrations, and receiving testimonials from communities that have implemented Bludot Rewards,[1] the City and BBB are in agreement that the Bludot Rewards program complements Buy El Paso and can leverage the Buy El Paso Rewards goodwill and name recognition to be successful and stimulate the El Paso economy. Working together, the programs would continue the successful support and marketing provided to local small businesses, including 2024 and 2025 Buy El Paso Days, and infuse at least $200,000 into the local small business economy via rewards.[2]

BENEFITS

- Offers a customizable, turnkey consumer rewards program that imposes no administrative burden on or required action from participating businesses.
- Automated business enrollment and directory buildout.
- Customer app available in English and Spanish.
- Incentivizes consumers to patronize locally owned small businesses, further reinforcing the "think local first" mentality.
- App functionality and administration/review of eligible rewards included with Bludot subscription, including fraud detection.
- All invested Rewards money stays within the El Paso economy (rewards can only be 'redeemed' at eligible El Paso businesses).
- Continues the popular and successful Buy El Paso program through July 2026.
- Creates opportunities to leverage other Buy El Paso programs, such as Buy El Paso Day.
- Ability to leverage Buy El Paso business and consumer contacts, mailing lists, etc.
- Positions City of El Paso in favorable light with businesses, local consumers, broader business community.

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[1] Since launching in 2022, Bludot Open Rewards is live in 170 communities and 30 states across the country such as Indio, CA, and Arlington, VA, with over 85% of users indicating that it has positively influenced their decision to shop local.

[2] According to Bludot, "Every $1 your city invests (100% stays in community) = $20+ economic impact."

- Increases sales tax receipts from small businesses.
- Provides additional tool for City economic development team to demonstrate its support of local business, thereby positively impacting future relocation and expansion prospects.

CHALLENGES

Research and testimonials from municipalities using the Bludot Rewards program are unanimously positive, with the only recognized challenge being early awareness and adoption. Fortunately, BBB's past experience provides guidance and best practices.

BUDGET

The current budget for Buy El Paso and Buy El Paso Rewards was planned to support local small businesses through January 2025. The proposed budget to continue Buy El Paso and Buy El Paso Rewards (incorporating the Bludot Rewards technology) would utilize existing budgeted funds and an additional amount of $140,000 to continue the programs for 24 months (August 2024 through July 2026).

Budget Assumptions

- Incorporates existing City of El Paso funding to support the Buy El Paso and Buy El Paso Rewards programs (funded under contract through January 2025) and extends the term of the programs, as amended, to July 2026.
- At least $200,000 of budget is directly invested for reimbursable consumer rewards that must be redeemed for purchases at eligible El Paso businesses.
- Designed to cover all costs of the program, including enrolling up to 5,000 local businesses, and making the Rewards app available to consumers.
- Includes 2025-2026 SizeUp business research tool subscription renewal.

Buy El Paso and Buy El Paso Rewards (Bluedot Technology) Program Extension Through July 2026

$	448,446.80	Projected Agreement balance (*see below*)
$	**140,000.00**	Addition to agreement
$	588,446.80	TOTAL
$	(540,545.00)	8/1/24-7/31/26 program cost (*see below*)
$	(47,901.80)	Admin. (*see allowable below*)
$	-	Balance on 7/31/26

Projected Agreement Balance on 8.1.24

Rewards	$	*282,038.60*
Curacubby	$	*39,770.00*
BBB Contracted Services	$	*30,509.08*
BPR Buy El Paso on 8/1/24	$	*65,650.00*
BBB on 8/1/24	$	*30,479.12*
Total balance on 8/1/24	$	*448,446.80*

Program Costs 8/1/24-7/31/26 / 24 Months

Blu Dot		**2 year**
subscript.	$	40,640.00
marketing	$	50,000.00
City Rewards Fund	$	200,000.00
Blu Dot Rewards Total	$	***290,640.00***
Buy EP	$	170,400.00
2024 and 2025 Buy EP Days	$	67,510.00
Buy EP Total	$	***237,910.00***
Size Up 2025-2026	$	***11,995.00***
8/1/24 to 7/31/26 Program Total	$	**540,545.00**

Program Admin Calculation

Original Agreement	$	1,435,522.24
Amended Amount	$	140,000.00
Total Program	$	1,575,522.24
10% Program Admin	$	157,552.22
Estimated Admin to have been paid on 8/1/24	$	(109,520.88)
Maximum Admin Fee w/ Amendment	$	**48,031.34**
Anticipated Allowable Admin Fee w/ Amendment	$	47,901.80

TIMELINE

Note: Due to nature of program, timeline contains several repetitive components.
Upon approval and allocation of resources from City of El Paso and assuming an August 1, 2024, start:

Q1 Aug., Sept., Oct. 2024

- Design business outreach and communication plans, to include methods and tools needed to effectively reach target business audiences and consumers at various stages of the roll-out.
- Determine parameters for
    - business eligibility
    - consumer reward percentages, limits, expiration, and incentives
    - rewards investment and timeline.
- Rewards landing page/directory designed.
- Bludot marketing materials identified and adapted to El Paso market.
- Plan Buy El Paso Day 2024.
- Promote use of SizeUp software tool with business community.

Q2 Nov., Dec., Jan. 2024-5

- Launch Buy El Paso Rewards/Bludot program with press event.
- Continue to add eligible businesses.
- Promote Buy El Paso Rewards/Bludot program via social media and other available outlets.
- Promote and execute Buy El Paso Day 2024.
- Plan Buy El Paso Valentines Day (or whatever spring holiday is chosen to celebrate with Buy El Paso promotions).
- Evaluate program success/shortfalls and address.
- Evaluate rewards investment timeline.
- Explore opportunities for private investments of Rewards incentives, e.g. developers and mall owners funding/promoting Rewards for redemption with their clients.
- Promote use of SizeUp software tool with business community.

Q3 Feb. March, April 2025

- Continue to add eligible businesses.
- Promote Buy El Paso Rewards/Bludot program via social media and other available outlets.
- Execute Buy El Paso Valentines Day (or whatever spring holiday is chosen to celebrate with Buy El Paso promotions)
- Evaluate program success/shortfalls and address.

- Evaluate rewards investment timeline.
- Explore opportunities for private investments of Rewards incentives, e.g. developers and mall owners funding/promoting Rewards for redemption with their clients.
- Promote use of SizeUp software tool with business community.

Q4 May, June, July 2025

- Continue to add eligible businesses.
- Promote Buy El Paso Rewards/Bludot program via social media and other available outlets.
- Buy El Paso summer features.
- Evaluate program success/shortfalls and address.
- Evaluate rewards investment timeline.
- Explore opportunities for private investments of Rewards incentives, e.g. developers and mall owners funding/promoting Rewards for redemption with their clients.
- Promote use of SizeUp software tool with business community.

Q5 Aug., Sept., and Oct. 2025

- Continue to add eligible businesses.
- Promote Buy El Paso Rewards/Bludot program via social media and other available outlets.
- Plan Buy El Paso Day 2025.
- Evaluate program success/shortfalls and address.
- Evaluate rewards investment timeline.
- Explore opportunities for private investments of Rewards incentives, e.g. developers and mall owners funding/promoting Rewards for redemption with their clients.
- Promote use of SizeUp software tool with business community.

Q6 Nov., Dec., and Jan. 2025-6

- Continue to add eligible businesses.
- Promote Buy El Paso Rewards/Bludot program via social media and other available outlets.
- Promote and execute 2025 Buy El Paso Day.
- Evaluate program success/shortfalls and address.
- Evaluate rewards investment timeline.
- Explore opportunities for private investments of Rewards incentives, e.g. developers and mall owners funding/promoting Rewards for redemption with their clients.
- Promote use of SizeUp software tool with business community.

Q7 Feb., March, April 2026

- Continue to add eligible businesses.
- Promote Buy El Paso Rewards/Bludot program via social media and other available outlets.
- Execute Buy El Paso Valentines Day (or whatever spring holiday is chosen to celebrate with Buy El Paso promotions).
- Evaluate program success/shortfalls and address.
- Evaluate rewards investment timeline.
- Explore opportunities for private investments of Rewards incentives, e.g. developers and mall owners funding/promoting Rewards for redemption with their clients.
- Announce remaining terms/plans for conclusion/evolution of Buy El Paso Rewards.
- Promote use of SizeUp software tool with business community.

Q8 May, June, July 2026

- Finalize and communicate remaining terms/plans for conclusion/evolution of Buy El Paso Rewards.
- Ensure all funds are expended according to contract and provide accounting.

EVALUATION

Monthly status reports on meeting timeline and rewards redemption to be provided to the City of El Paso. Program marketing materials will be included in monthly invoices/reports.

WHO

Better Business Bureau El Paso

BBB El Paso has helped build better businesses since 1954 and is a trusted resource for any business or consumer. With over 90% of BBB Accredited Businesses having less than 25 employees, BBB understands the unique needs, challenges, and opportunities of small businesses. In addition to over 1600 members, BBB El Paso has

- database with over 22,000 local businesses;
- robust social media and public relations program; and
- over 25,000 visitors each month to bbb.org/elpaso.

In 2020, working with the City of El Paso, BBB developed and implemented a "Buy Local/Buy El Paso" marketing initiative that has ignited more spending in the El Paso economy and supports smaller businesses, microenterprises, and independent contractors.

Bludot

Bludot is a technology company offering cloud-based software solutions for local governments' economic development teams. Born out of a 16-week partnership inside of a customer's city hall, Bludot is purpose- built to meet the needs of any community's economic development efforts. Bludot's software suite includes three core products: Bludot CRM, Bludot Open Business Directory and Open Rewards.

Open Rewards is a community-wide rewards program that stimulates local economy by incentivizing consumers to shop local. The program lets consumers earn a percentage of rewards when they shop at the eligible businesses within the community, and they can use the rewards they've earned at any other eligible businesses within that same community. The community program administrators may decide the appropriate percentage of rewards, funding, eligible businesses and additional program parameters. Since launching in 2022, Open Rewards is live in communities across the country such as Indio, CA and Arlington, VA with over 85% of users indicating that it has positively influenced their decision to shop local.

ADDITIONAL RESOURCES

SizeUp business intelligence software for local businesses and entrepreneurs to research the start, growth, and expansion of local businesses will be available at no cost and promoted to local businesses and community.

ATTACHMENT "B"
(BUDGET)

Agency Name:	Better Business Bureau (BBB)

Be specific. Include funding source, and contact person and phone number for purposes of verification.

Funding Source	Contact Person and Phone or Email		Budget Year 2022-2024
Other Federal Funds (please itemize)			
Other State & Local Government Funds (please itemize)			
Private Funds (please itemize)			
Total Project Income		$ -	$ -

Agency Name: Better Business Bureau (BBB)

Line Item Expense Category			Total Budget
Salaries			$ -
Fringe benefits			$ -
Contract services			$ 528,550.00
Rent			
Communications			
Utilities & occupancy expenses			$ -
Equipment rental & maintenance			$ -
Equipment purchases			$ -
Mileage reimbursements			$ -
Postage & shipping			$ -
Printing & publications			$ -
Supplies			$ -
Local conferences & meetings			$ -
Insurance			$ -
Travel - long distance			$ -
Other Expenses			
Administrative Fee			$ 47,901.80
Size-Up			$ 11,995.00
Total Project Expenses	**$ -**	**$ -**	**$ 588,446.80**

Agency Name:	Better Business Bureau (BBB)

You must include all staff that will work on the project. The total on this page must correspond to the total on Expense Summary.

Position Title	Total Project Budget			
	FTE	Months Employed	Avg Monthly F/T Salary	Total Cost
Positions				
Total Funded Salaries	**0.00**			**$ -**

Agency Name:	Better Business Bureau (BBB)

You must include expenses for all staff that will work on the project.

The total on this page must correspond to the total on Expense Summary.

	Total Project Budget		
Payroll-based Costs	**Benefit Rate**	**Salary Base**	**Total Cost**
Fringe Benefits	9.2500%		$ -
			$ -
			$ -
			$ -
			$ -
Employee-based Costs	**Covered Staff**	**Cost per Employee**	**Total Cost**
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
Other Benefits (please itemize)	**Basis for Estimate**		**Total Cost**
	Months	**Amount**	
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
Total Benefits			$ -

Agency Name: **Better Business Bureau (BBB)**

You must include all PARTNERS OR CONTRACTORS that will work on the project. Provide clear description of services to be provided and the rate at which the consultant will be paid. Any consultant that will be performing services for this project and receiving $5,000 or more funds as part of this budget that will be performing services for this project and receiving $5,000 or more funds as part of this budget is considered to be a "partner". A "Partner Supplement" must be provided for each partner sharing funds and responsibility for this project. The City's prior written approval will be required for any changes exceeding 10% within the consultants' line item. The total on this page should correspond to the total on Expense Summary.

Partners / Contractors	Services Provided & Costing Methods	Total Project Budget		
		Units	Rate	Total Cost
BluDot				
Subscript.		2.00	$ 20,320.00	$ 40,640.00
Marketing		2.00	$ 25,000.00	$ 50,000.00
City Rewards Fund		2.00	$ 100,000.00	$ 200,000.00
Barracuda				
Buy El Paso		2.00	$ 85,200.00	$ 170,400.00
2024 and 2025 Buy EP Days		2.00	$ 33,755.00	$ 67,510.00
Total Contractual				**$ 528,550.00**

Agency Name:	Better Business Bureau (BBB)

Agencies purchasing equipment with ARPA funds must demonstrate that they are NOT on a flood plain or provide a copy of valid flood insurance covering the life of the grant.

	Total Project Budget		
Occupancy Costs	**Months**	**Monthly Rate**	**Total Cost**
Rent/lease costs			
Communications			
Utilities			
Electric service			
Natural gas service			
Water & sewer service			
Other occupancy costs			
Equipment Rental & Maintenance	**Basis for Estimate**		**Total Cost**
			$ -
			$ -
			$ -
			$ -
Equipment Purchases	**Basis for Estimate**		**Total Cost**
			$ -
			$ -
			$ -
			$ -
Total Occupancy & Equipment			$ -

Agency Name: **Better Business Bureau (BBB)**

Use this page to provide information on any line item not included in the previous Supporting Schedules. You must include all applicable expenses for the project. The totals on this page should correspond to the totals on Expense Summary. The total of Supporting Schedules 1-5 must match Project Budget. List only and all line items on Project Budget that are not covered on any previous Supporting Schedules. Give details for any expense that Economic Development is asked for $500+ in funds.

Item Description	Total Project Budget				
	Basis for Estimate				Total Cost
Item Description	Unit	Amount			Total Cost
Mileage reimbursements					$ -
Postage & shipping					$ -
Printing & publications					$ -
Supplies					$ -
Local conferences					$ -
Insurance					
General liability					
Professional liability					
D & O liability					
Auto liability					
Property & casualty					
Fidelity bonding					
Other insurance					
Travel (long distance)					
air fares					
ground transport					
meals & lodging					
Other Expenses (please itemize)					
Administrative Fee	%	Amended Program Total	Max Admin Fee	Admin Fee Paid	Remaining Admin Fee
	10%	$ 1,575,522.24	$ 157,552.22	$ 109,520.88	$ 47,901.80
	Unit	Amount			
Size-Up	1	$ 11,995.00			$ 11,995.00
Total Supplemental Items					**$ 59,896.80**

Agency Name:	Better Business Bureau (BBB)

Public Services Application: Site Breakdown for Multi-Site Projects

#	Name of Site (Activity)* (ex. Beall School, Armijo Rec Center)	Address Street Number, Street Name, Zip Code	ARPAFunds Total	Outside Funds	Total Site Cost	Units of Service
1						
	Line item 1 (ex. Salaries)					
	Line Item 2					
	Line Item 3					
	Line Item 4					
2						
	Line item 1 (ex. Salaries)					
	Line Item 2					
	Line Item 3					
	Line Item 4					
3						
	Line item 1 (ex. Salaries)					
	Line Item 2					
	Line Item 3					
	Line Item 4					
4						
	Line item 1 (ex. Salaries)					
	Line Item 2					
	Line Item 3					
	Line Item 4					
5						
	Line item 1 (ex. Salaries)					
	Line Item 2					
	Line Item 3					
	Line Item 4					
6						
	Line item 1 (ex. Salaries)					
	Line Item 2					
	Line Item 3					
	Line Item 4					
7						
	Line item 1 (ex. Salaries)					
	Line Item 2					
	Line Item 3					
	Line Item 4					
	Total		$0	$0	$0	$0

***If more than one activity will be at the same address, list the activity in parentheses. For Example, "Community Center (Counseling)" and "Community Center (Food Drive).**

***** Add lines for more line items and sites as needed**

ECONOMIC DEVELOPMENT RESPONSE + RECOVERY
PUBLIC SERVICES FUNDING
UNIT OF SERVICE DATA

AGENCY LEGAL NAME: El Paso of Chamber of Commerce Foundation
(AS APPEARS ON CURRENT ARTICLES OF INCORPORATION)

PROJECT TITLE: Project Name: Business Retention and Expansion

Please provide your definition of the Unit of Service to be provided by the project. (*Units of Service must be defined in measurable time-based terms; such as one hour, one 3 hour session, one 24 hour day)* .

How did you arrive at the number of units for the project? Please describe the rationale or formula used to determine the total number of units of service.

Complete information for current year, even if Economic Development is not currently funding the project.

Current Year FYE22	**City Portion**	**Total Project**
Number of units of service delivered		
Cost to deliver these units (project cost)		
Cost per unit of service (divide project cost by units)		
Number of unduplicated clients to be served		
Percent of overall clients reported		

Budget Year FYE23	**City Portion**	**Total Project**
Number of units of service delivered		
Cost to deliver these units (project cost)		
Cost per unit of service (divide project cost by units)		
Number of unduplicated clients to be served		
Percent of overall clients to be reported		

File #: 26-0686, **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
Internal Audit, Adrian Serrano, (915) 212-1365
Internal Audit, Miguel Montiel, (915) 212-1367

AGENDA LANGUAGE:

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

Discussion and action on the results of the Sun Metro - Accounts Payable Audit A2026-09.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Internal Audit

AGENDA DATE: 6/9/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Miguel Montiel **PHONE NUMBER:** (915) 212 1367

2nd CONTACT PERSON NAME: Adrian Serrano **PHONE NUMBER:** (915) 212 1365

DISTRICT(S) AFFECTED: All Districts

AGENDA ITEM:
Discussion and Action to accept the results of the Sun Metro - Accounts Payable Audit A2026-09

ISSUE STATEMENT:
City Council is asked to accept the results of the Sun Metro - Accounts Payable Audit. Acceptance of the results will allow the Internal Audit Department to finalize the report and make it available to the public via the Internal Audit website.

BACKGROUND:
The audit covered September 1, 2025, through January 31, 2026. The objectives were to determine whether Sun Metro's Accounts Payable (A/P) transactions complied with the City of El Paso Accounts Payable Policy, the Texas Prompt Payment Act, and applicable contracts or agreements.
Based on our audit work, we determined that Sun Metro met the audit objectives in the following areas:
- Maintaining proper documentation and required approvals for A/P transactions.
- Restricting purchases to allowable items through controls that prevent unauthorized activity.
- Monitoring utility payments for active facilities.

Sun Metro did not meet the audit objectives in the following area:
- Processing A/P transactions in compliance with City Policy and the Texas Prompt Payment Act.

COUNCIL OPTIONS:
1. Accept the results of the Audit.
2. Not accept the results of the audit and provider further guidance.

COMMITTEE REVIEW AND/OR RECOMMENDATION:
This item was accepted by the Financial Oversight and Audit Committee (FOAC) on May 21, 2026.

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

N/A

RELATED CITY POLICIES:

N/A

PRIOR COUNCIL ACTION:

City Council has accepted audit reports previously accepted by the FOAC.

LEGAL REVIEW:

☑ *Legal counsel reviewed as a part of Council packet*

☐ *Legal counsel reviewed in advance of packet as an individual item*

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)
N/A	

ATTACHMENTS:

Audit Report draft

FOR MORE INFORMATION:

Adrian Serrano (915) 212 1365 serrranoaa@elpasotexas.gov

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

SIGNATURE: Adrian Serrano

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

Sun Metro – Accounts Payable Audit No. A2026-09

DRAFT

Issued by the
Internal Audit Department
April 7, 2026

EXECUTIVE SUMMARY

The Internal Audit Department has concluded the Sun Metro – Accounts Payable Audit. The audit was approved in the Fiscal Year 2025-2026 Annual Audit Plan. The scope for this audit was Fiscal Year 2026. The audit objectives were to:

- Determine if Accounts Payable transactions were processed in accordance with the *City of El Paso Accounts Payable Policy*, Texas Prompt Payment Act, and established contract(s)/agreement(s).
- Determine if appropriate documentation was in place to support Accounts Payable transactions.
- Determine if transactions were properly reviewed and approved for payment by authorized personnel.
- Determine if there were unallowable purchases (e.g., food and alcohol).
- Determine how Sun Metro monitors utility payments and whether utility payments are being processed for vacant facilities.
- Determine if Sun Metro has implemented adequate internal controls to limit exposure to unauthorized or inappropriate Accounts Payable transactions.
- Document areas where inefficiencies may exist and where internal controls may be strengthened.

The audit noted noncompliance with timely processing of invoice payments. Listed below is a summary of the finding identified in this report:

A review of 50 invoices paid by Sun Metro for the month of January 2026 identified the following:

- 11 of the 50 invoices (22%) had a receipt date that differed from the invoice date. The date the invoice was received was not recorded in PeopleSoft Financials or in the supporting documentation uploaded for payment. Based on the dates recorded in PeopleSoft Financials the invoices appeared to be paid 31 to 77 days from the invoice date. However, with the additional documentation provided by Sun Metro, the invoices were reclassified as paid 12 to 30 days from the date the invoices/goods or services were actually received. In accordance with the Texas Prompt Payment Act, invoices must be paid within 30 days of the later of the invoice receipt date or the date goods/services were actually received.
- 11 out of 50 (22%) invoices were not paid within 30 calendar days of receiving the invoice. Payments were posted 33 to 74 days from date invoice was received.

For a detailed explanation of the finding, please refer to the body of the Audit Report.

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BACKGROUND

Sun Metro is the City of El Paso's public transportation provider. As a city department, it primarily relies on a local half-cent sales tax, federal grant funding, and fare revenue to operate 52 bus routes, paratransit services, and one streetcar line. Sun Metro's mission is to connect the community through high-quality transit services.

Over the past decade, Sun Metro has launched and expanded BRIO, its Bus Rapid Transit (BRT) network, and has opened a historic streetcar line along with two new transit centers. The system operates a fleet of 226 vehicles, six streetcars and 79 non-revenue vehicles, serving more than 6 million passengers annually. Fares may be purchased on the bus, through the Sun Metro mobile application, by U.S. Mail, at any transit center, or at ticket vending machines. Sun Metro currently operates eight transit centers, nine Park and Ride Locations, three parking garages and three Operations Centers. The main Transit Operations Center is located at 10151 Montana Ave., El Paso, TX 79925.

The Mass Transit Fund is an enterprise fund with a total FY2026 budget of $103 million and accounts for all Sun Metro operations. From September 1, 2025, through January 31, 2026, Sun Metro processed 2,791 invoices totaling $22,241,005.84. In January 2026 alone, Sun Metro processed 528 invoices, consisting of 452 standard invoices of $100 or more and 76 utility invoices, totaling $5,397,970.88.

As an enterprise fund, Sun Metro is responsible for utility expenses at all of its facilities. The department currently maintains 30 facilities that incur water, gas, and/or electricity charges. Sun Metro also operates 91 BRIO stations, most of which require water for irrigation and electricity for lighting. In addition, Sun Metro is billed for electricity associated with the downtown streetcar system and for three parking garages under its operation.

AUDIT OBJECTIVES

The audit objectives for the Sun Metro – Accounts Payable Audit were to:

- Determine if Accounts Payable transactions were processed in accordance with the *City of El Paso Accounts Payable Policy*, Texas Prompt Payment Act, and established contract(s)/agreement(s).
- Determine if appropriate documentation was in place to support Accounts Payable transactions.
- Determine if transactions were properly reviewed and approved for payment by authorized personnel.
- Determine if there were unallowable purchases (e.g., food and alcohol).
- Determine how Sun Metro monitors utility payments and whether utility payments are being made for vacant facilities.
- Determine if Sun Metro has implemented adequate internal controls to limit exposure to unauthorized or inappropriate Accounts Payable transactions.
- Document areas where inefficiencies may exist and where internal controls may be strengthened.

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AUDIT SCOPE AND METHODOLOGY

The scope for this audit covered Fiscal Year 2026. To achieve our audit objectives, we:

- Interviewed Sun Metro personnel to obtain an understanding of the accounts payable and monitoring processes.
- Reviewed City of El Paso's and Sun Metro's Policies and Procedures over accounts payable.
- Obtained a listing of invoices paid by Sun Metro from September 1, 2025 to January 31, 2026. The listing included 2,791 invoices totaling $22,241,005.84.
- Selected a sample of 28 standard invoices paid by Sun Metro for January 2026, totaling $122,941.26, to determine whether:
    - Purchases were allowable,
    - Transactions were properly reviewed and approved,
    - Amounts aligned with contract terms or agreed upon rates,
    - Appropriate documentation supported the transaction,
    - Transactions were processed in accordance with the *City of El Paso Accounts Payable Policy* and Texas Prompt Payment Act,
    - Sales and use taxes was not paid,
    - Amounts expended did not exceed contracted amounts,
    - Costs were properly billed or allocated to the appropriate department.
- Selected a sample of 22 utility invoices paid by Sun Metro for January 2026, totaling $23,324.45, to determine whether:
    - Transactions were properly reviewed and approved,
    - Appropriate documentation supported the transactions,
    - Transactions were processed in accordance with the *City of El Paso Accounts Payable* Policy and Texas Prompt Payment Act,
    - Sales and use taxes was not paid,
    - The facility associated with each utility payment was occupied or vacant during the billing period.

We conducted this audit in accordance with *Generally Accepted Government Auditing Standards* and the *Global Internal Audit Standards*. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

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FINDINGS, CRITERIA, RECOMMENDATIONS, AND MANAGEMENT'S RESPONSES

Finding 1

Payment of Invoices

For the month of January 2026, Sun Metro processed 528 invoices; 452 standard invoices in the amount of $100 or above and 76 invoices specifically for utility payments. A sample of 50 (9.47%) invoices were statically selected for review, of which 28 invoices were standard invoices and 22 were specifically for utility payments. Our review identified the following:

- 11 of the 50 invoices (22%) had a receipt date that differed from the invoice date. The date the invoice was received was not recorded in PeopleSoft Financials or in the supporting documentation uploaded for payment. Based on the dates recorded in PeopleSoft Financials the invoices appeared to be paid 31 to 77 days from the invoice date. However, with additional documentation provided by Sun Metro, the invoices were reclassified as paid 12 to 30 days from the date the invoices/goods or services were actually received.

Invoice Date Vs. Invoices Receipt Date

#	Type of Invoice	Invoice #	Invoice Amount	Invoice Date Recorded in PeopleSoft (A)	Actual Invoice Receipt Date per Documentation provided by Sun Metro (B)	Payment Date (C)	# of calendar days between Invoice Date and Payment Date (C) - (A)	# of calendar days between Receipt Date and Payment Date (C) - (B)
1	Standard	IV149815	$ 3,441.17	12/15/2025	12/24/2025	1/15/2026	31	22
2	Standard	I200091	$ 25,744.50	12/29/2025	12/30/2025	1/29/2026	31	30
3	Standard	5610487756	$ 27,080.00	12/12/2025	12/16/2025	1/15/2026	34	30
4	Standard	244822-2	$ 201.12	12/16/2025	1/10/2026	1/29/2026	44	19
5	Standard	468288-1	$ 240.24	11/10/2025	12/31/2025	1/13/2026	64	13
6	Standard	468723-1	$ 225.00	11/26/2025	1/15/2026	1/29/2026	64	14
7	Standard	468320-1	$ 215.98	11/12/2025	12/31/2025	1/20/2026	69	20
8	Standard	244282-2	$ 223.37	11/13/2025	1/15/2026	1/27/2026	75	12
9	Standard	244290-2	$ 222.46	11/13/2025	1/15/2026	1/27/2026	75	12
10	Standard	468382-1	$ 214.80	11/13/2025	1/15/2026	1/29/2026	77	14
11	Standard	244430-2	$ 224.16	11/13/2025	1/15/2026	1/29/2026	77	14

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Late Invoice Payments

- 11 out of 50 (22%) invoices were not paid within 30 calendar days of receiving the invoice. Payments were posted 33 to 74 days from date invoice was received.

#	Type of Invoice	Invoice #	Invoice Amount	Date Invoice Received	Payment Date	# of Calendar Days
1	Standard	6585385529	$ 11,766.17	12/11/2025	1/13/2026	33
2	Standard	84073748	$ 149.30	12/2/2025	1/13/2026	42
3	Standard	AR20506	$ 18,942.08	11/30/2025	1/29/2026	60
4	Standard	AR20513	$ 10,925.35	11/30/2025	1/29/2026	60
5	Standard	9698810182	$ 1,178.84	11/20/2025	1/20/2026	61
6	Standard	44-251132780	$ 4,565.72	11/18/2025	1/20/2026	63
7	Standard	01557906081	$ 430.85	11/18/2025	1/20/2026	63
8	Standard	84034591	$ 2,527.16	11/14/2025	1/22/2026	69
9	Standard	84040500	$ 1,586.40	11/12/2025	1/22/2026	71
10	Standard	84037528	$ 385.52	11/14/2025	1/27/2026	74
11	Utility	0302377536 12/01/25	$ 45.15	12/1/2025	1/13/2026	43

Standard/Criteria

City of El Paso Strategic Plan:

- Goal 6.6 *Ensure continued financial stability and accountability through sound financial management, budgeting and reporting*.
- Goal 6.12 *Maintain systems integrity, compliance and business continuity.*

City of El Paso Accounts Payable Policy dated September 8, 2025:

- Section 2.0 Purpose: *…the City complies with the State of Texas Prompt Payment Act Texas Government Code, Title 10, Subtitle F, Chapter 2251.*

State of Texas Government Code, Title 10, Subtitle F, Subchapter B., Chapter 2251.021 – Time for Payment by Government Entity:

- *A payment by a government entity under a contract executed on or after September 1, 1987, is overdue on the 31st day after the later of the date the government entity receives an invoice for the goods or services.*

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Recommendation

Sun Metro should:

- Consider utilizing the "Invoice Receipt Date" field in PeopleSoft Financials to enter the actual date the invoice was received to ensure clarity of payment terms were met.
- Ensure that invoices are being paid within 30 days of receiving the invoice.

Management's Response

Sun Metro appreciates the efforts of the Internal Audit Department in reviewing our payables policies and procedures and timeliness of payments to vendors. We acknowledge the finding that the date invoices selected for review was not recorded in the City's financial system of record, PeopleSoft, and further that 11 out of 50 invoices reviewed were not paid within 30 calendar days of invoice receipt. Sun Metro, in keeping with a recent change to the City's invoice posting process, has now adopted the practice of recording invoice receipt dates in PeopleSoft. In addition, we have also initiated the practice of recording and tracking when invoices are sent to the approval authority to ensure payment approvals are timely to allow for prompt payment.

Sun Metro processes nearly 8,500 invoices for payment per year the majority of which are processed within 30 days of invoice receipt. We will continue to monitor payment status of invoices as they are received and review all instances of late payment to ensure compliance with Texas Government Code, Title 10, Subtitle F, Subchapter B., Chapter 2251.021 – Time for Payment by Government Entity; said monitoring will be facilitated by the change in the invoice posting process.

Responsible Party:

Jesus Trejo

Implementation Date:

April 23, 2026

DRAFT

INHERENT LIMITATIONS

Because of the inherent limitations of internal controls, errors or irregularities may occur and not be detected. Also, projections of any evaluation of the internal control structure to future periods beyond the Audit Report date are subject to the risk that procedures may become inadequate due to changes in conditions, management override of internal controls, or that the degree of compliance with the procedures may deteriorate. This was a limited scope audit which only reviewed the areas stated in the Audit Objectives during the Audit Scope period. No representations of assurance are made to other areas or periods not covered by this audit.

CONCLUSION

We have concluded our work on the objectives of the Sun Metro – Accounts Payable Audit. The audit evidence used in the analysis is sufficient and appropriate for addressing the objectives and supporting the observations and conclusion. In accordance with *Generally Accepted Government Auditing Standards,* we are required to conclude on whether Sun Metro met the objectives of this Audit. Based on our audit work, we have determined that:

1. Sun Metro met the audit objectives in the following areas:
    - Maintaining appropriate documentation to support Accounts Payable transactions.
    - Ensuring Accounts Payable transactions are properly reviewed and approved prior to payment.
    - Ensuring Accounts Payable transactions are for allowable purchases.
    - Ensuring that utility payments are made for facilities currently in use.
    - Implementing adequate controls to limit exposure to unauthorized or inappropriate Accounts Payable transactions.
2. Sun Metro did not meet the audit objective in the following area:
    - Processing Accounts Payable transactions in accordance with *City of El Paso Accounts Payable Policy* and the *Texas Prompt Payment Act.*

We wish to thank Sun Metro's management and staff for their assistance and courtesies extended during the completion of this Audit.

Liz De La O, CFE, CIA, CGAP, MPA
Deputy Chief Internal Auditor

Christian Castro, CIA, MAcc
Auditor II

Miguel Montiel, CIA, CGAP
Audit Manager

Distribution:
Financial Oversight and Audit Committee
Dionne Mack, City Manager
Nicole Cote, Deputy City Manager
Anthony Dekeyzer, Director of Mass Transit
Margarita Marin, Deputy Chief Financial Officer/Comptroller

DRAFT

File #: 26-0687, **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
Internal Audit, Adrian Serrano, (915) 212-1365
Internal Audit, Miguel Montiel, (915) 212-1367

AGENDA LANGUAGE:

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

Discussion and action on the results of Round 10 of the Hotel Occupancy Tax Audit.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Internal Audit

AGENDA DATE: 6/9/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Adrian Serrano **PHONE NUMBER:** (915) 212-1365

2nd CONTACT PERSON NAME: Miguel Montiel **PHONE NUMBER:** (915) 212-1367

DISTRICT(S) AFFECTED: All Districts

AGENDA ITEM:
Discussion and Action to accept the results of Round 10 of the Hotel Occupancy Tax Review.

ISSUE STATEMENT:
City Council is asked to accept the results of Round 10 of the Hotel Occupancy Tax Review. Acceptance of the results will allow the Internal Audit Department to finalize the report and make it available to the public via the Internal Audit website.

BACKGROUND:
Contractor Neumo has completed its most recent round of Hotel Occupancy Tax compliance reviews on April 21, 2026, as required under Contract No. 2025-0191R. The reviews were conducted to determine if El Paso-area hotels are complying with local Hotel Occupancy Tax requirements. A total of 20 hotels were selected for review and the review period covered January 1, 2022 through December 31, 2025 (four years.)

The tax deficiencies identifed totaled $1,131,941.83.

COUNCIL OPTIONS:

1. Accept the results of the review.
2. Not accept the results of the review and provider further guidance.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was accepted by the Financial Oversight and Audit Committee (FOAC) on May 21, 2026.

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

N/A

RELATED CITY POLICIES:

N/A

PRIOR COUNCIL ACTION:

City Council has accepted audit reports previously accepted by the FOAC.

LEGAL REVIEW:

☑ *Legal counsel reviewed as a part of Council packet*

☐ *Legal counsel reviewed in advance of packet as an individual item*

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)
N/A	

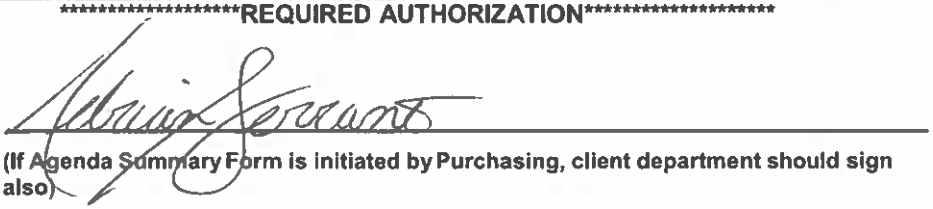
ATTACHMENTS:

Hotel Occupancy Tax Audit - Round# 10 Report draft

FOR MORE INFORMATION:

Adrian Serrano (915) 212-1365 serranoaa@elpasotexas.gov

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

SIGNATURE: 

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

Internal Audit Department
Hotel Occupancy Tax Audit – Round# 10
(January 1, 2022 to December 31, 2025)

DRAFT

Issued by the
Internal Audit Department
April 21, 2026

Internal Audit Department

MAYOR
Renard U. Johnson

CITY COUNCIL

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Chris Canales

CITY MANAGER
Dionne Mack

DATE: April 21, 2026

TO: Margarita Marin, Deputy Chief Financial Officer/City Comptroller

FROM: Adrian Serrano, CPA – Chief Internal Auditor

SUBJECT: Hotel Occupancy Tax Audit – Final Report (Round# 10)

The City of El Paso has contracted Avenu Insights & Analytics to conduct Hotel Occupancy Tax (HOT) Reviews in accordance with Contract No. 2025-0191R. On April 21, 2026, Avenu Insights & Analytics concluded their review of HOT compliance for 20 El Paso area hotels. The period under review was from January 1, 2022 through December 31, 2025 (48 months). The review of the 20 hotels identified that nineteen (19) hotels had deficiencies totaling $1,131,941.83. One (1) hotel did not have any deficiencies.

The following table is a summary of the nineteen (19) hotels that had deficiencies:

#	Hotel Name	Deficiency	Deficiency Amount
1	Days Inn by Wyndham - El Paso Airport East	Under Reported Gross Revenue, Unreported Other Revenue, Over-Stated Exempt Revenue, Invalid Exempt Revenue	$7,803.66
2	Holiday Inn Express & Suites - Sunland Park	Under Reported Gross Revenue, Unreported Taxable Fees, Over-Stated Exempt Revenue, Invalid Exempt Revenue	$6,393.88
3	La Quinta Inn by Wyndham - El Paso East Lomaland	Under Reported Gross Revenue, Unreported Other Revenue, Disallowed Exempt Revenue (2022-2023), Invalid Exempt Revenue (Per Extrapolation) (2024 – 2025), Remaining Taxes Due to City (2025)	$109,783.05
4	Candlewood Suites Building 11193		
5	Holiday Inn Express Guesthouse	Under Reported Taxable Revenue (**Note:** These two hotels reported as one entity)	$50,007.40
6	Holiday Inn Express & Suites - El Paso I-10 East	Unexplained Other Revenue	$13,719.20
7	Stanton House - El Paso Downtown	Unreported Pet Fees, Unreported Smoking Fees, Unreported Cancellation Fees	$7,635.39
8	America's Hotel - El Paso Medical Center	Under-Reported Gross Revenue, Understated Exempt Revenue, Invalid Exempt Revenue	$395.10

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Adrian Serrano, CPA – Chief Internal Auditor
Internal Audit Department | 218 N. Campbell | El Paso, TX 79901
O: (915) 212-0069 | D: (915) 212-1365 | Email: SerranoAA@elpasotexas.gov

Internal Audit Department

MAYOR
Renard U. Johnson

CITY COUNCIL

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CITY MANAGER
Dionne Mack

#	Hotel Name	Deficiency	Deficiency Amount
9	Hyatt Place - El Paso Airport	Under Reported Gross Revenue, Invalid Exempt Revenue	$42,904.34
10	Embassy Suites by Hilton - El Paso	Over-Stated Exempt Revenue, Invalid Exempt Revenue	$49,152.40
11	Holiday Inn - El Paso Airport	Under Reported / Unreported Gross Revenue, Credit for Exempt Revenue to Offset Unreported Periods, Unreported State Recovery Fee, Unexplained Taxable Other Revenue, Invalid Exempt Revenue	$229,846.22
12	Residence Inn by Marriott - El Paso	Under Reported Gross Revenue, Unreported State Recovery Fees, Unreported Smoking Fees, Invalid Exempt Revenue	$14,300.28
13	Comfort Inn & Suites - El Paso I-10 Airport	Under Reported Gross Revenue, Reported Damages/Missing Items, Unreported Misc. Revenue, Disallowed Exempt Revenue	$262,687.65
14	Hilton Garden Inn - El Paso Airport	Under Reported Gross Revenue, Unexplained Misc. Revenue, Overstated Exempt Revenue, Invalid Exempt Revenue	$96,826.47
15	Homewood Suites by Hilton - El Paso Airport	Invalid Exempt Revenue	$641.09
16	La Quinta Inn & Suites - El Paso East	Under Reported Gross Revenue, Unreported Other Revenue, Unreported Taxable Fees, Invalid Exempt Revenue (2024- 2025), Disallowed Exempt Revenue (2022 – 2023), and Remaining Taxes Due to City (2025)	$87,151.08
17	Intown Suites Extended Stay - El Paso	Under Reported Gross Revenue, Over-Stated Exempt Revenue, Invalid Exempt Revenue	$6,534.30
18	Holiday Inn Express & Suites - El Paso North	Over-Stated Exempt Revenue, Invalid Exempt Revenue	$12,548.99
19	La Quinta Inn by Wyndham - El Paso Cielo Vista	Under Reported Gross Revenue, Credit for Exempt Revenue 2024 – 2025 to Offset Gross Revenue Assessment, Disallowed Exempt Revenue (2022-2023), Remaining Taxes Due to City (2025)	$133,611.33
		Total:	**$1,131,941.83**

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Note: The deficiency amounts identified above do not include penalties and interest associated with past-due Hotel Occupancy Taxes owed to the City. Penalties and interest are assessed and tracked by the Office of the Comptroller.

Adrian Serrano, CPA – Chief Internal Auditor
Internal Audit Department | 218 N. Campbell | El Paso, TX 79901
O: (915) 212-0069 | D: (915) 212-1365 | Email: SerranoAA@elpasotexas.gov

MAYOR
Renard U. Johnson

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CITY MANAGER
Dionne Mack

The Office of the Comptroller should collect the $1,131,941.83 owed to the City for uncollected Hotel Occupancy Tax from the nineteen (19) hotels above. For more details, please see the attached Avenu Insights & Analytics Hotel Occupancy Tax Review – Final Audit Report.

If you have any questions, please feel free to contact me at extension 21365.

cc: Financial Oversight and Audit Committee
Dionne Mack, City Manager
Robert Cortinas, Chief Financial Officer/Deputy City Manager

DRAFT

Adrian Serrano, CPA – Chief Internal Auditor
Internal Audit Department | 218 N. Campbell | El Paso, TX 79901
O: (915) 212-0069 | D: (915) 212-1365 | Email: SerranoAA@elpasotexas.gov

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The City of El Paso, TX

HOTEL OCCUPANCY TAX REVIEW – FINAL REPORT

April 21st, 2026

Adrian Serrano - CPA
Chief Internal Auditor
City of El Paso
218 N. Campbell St
5th Floor
El Paso, TX, 79901

The City of El Paso commissioned Neumo, previously Avenu Insights & Analytics, to perform on-site/remote hotel occupancy tax examinations for twenty (20) hotels. This report is our Final Audit Report with respect to the assigned hotel occupancy tax compliance reviews.

A detailed summary of key findings, assessments, and liability, if any, is included for the completed reviews in addition to relevant property information. As part of our due diligence in conducting the reviews and to support and validate the findings, this report identifies details on the audit performance contacts. Also identified are the documents and records furnished by the respective property for review, and, as appropriate, if any.

The twenty (20) properties reviewed and completed resulted in total findings of **$1,131,941.83**.

Enclosed with this report, you will find an electronic copy of this report, as well as the Commendation / Deficiency Letters (with back-up), that will need to be reviewed by the City, printed on letterhead, signed, and mailed.

This report is organized as follows:

SECTION I) SNAPSHOT OF FINDINGS BY HOTEL

SECTION II) HOTEL REVIEW UPDATE

SECTION III) AUDIT PARTICIPANTS AND REPRESENTATIVES

SECTION IV) CONTACTS

SECTION V) FIELD AUDIT NOTES AND BACK-UP DOCUMENTATION, PER PROPERTY

SECTION I) SNAPSHOT OF FINDINGS BY HOTEL

	ESTABLISHMENT	FINDING	ADDITIONAL TAX LIABILITY	REASON
1	Days Inn by Wyndham El Paso Airport East	Deficiency	$7,803.66	Under Reported Gross Revenue, Unreported Other Revenue, Over-Stated Exempt Revenue, Invalid Exempt Revenue
2	Holiday Inn Express & Suites El Paso – Sunland Park	Deficiency	$6,393.88	Under Reported Gross Revenue, Unreported Taxable Fees, Over-Stated Exempt Revenue, Invalid Exempt Revenue
3	La Quinta Inn by Wyndham El Paso East Lomaland	Deficiency	$109,783.05	Under Reported Gross Revenue, Unreported Other Revenue, Disallowed Exempt Revenue (2022-2023), Invalid Exempt Revenue (Per Extrapolation) (2024 – 2025), Remaining Tax Due (2025)
4	Candlewood Suites Building 11193 / Holiday Inn Express Guesthouse	Deficiency	$50,007.40	Under Reported Taxable Revenue
5	Red Roof Plus El Paso East	Commendation	$0.00	N/A
6	Holiday Inn Express & Suites El Paso I-10 East	Deficiency	$13,719.20	Unexplained Other Revenue
7	Stanton House El Paso Downtown	Deficiency	$7,635.39	Unreported Pet Fees, Unreported Smoking Fees, Unreported Cancellation Fees
8	America's Hotel El Paso Medical Center	Deficiency	$395.10	Under-Reported Gross Revenue, Understated Exempt Revenue, Invalid Exempt Revenue
9	Hyatt Place El Paso Airport	Deficiency	$42,904.34	Under Reported Gross Revenue, Invalid Exempt Revenue
10	Embassy Suites by Hilton – El Paso	Deficiency	$49,152.40	Over-Stated Exempt Revenue, Invalid Exempt Revenue

11	Holiday Inn El Paso Airport	Deficiency	$229,846.22	Under Reported / Unreported Gross Revenue, Credit for Exempt Revenue to Offset Unreported Periods, Unreported State Recovery Fee, Unexplained Taxable Other Revenue, Invalid Exempt Revenue
12	Residence Inn by Marriott El Paso	Deficiency	$14,300.28	Under Reported Gross Revenue, Unreported State Recovery Fees, Unreported Smoking Fees, Invalid Exempt Revenue
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16	La Quinta Inn & Suites - El Paso East	Deficiency	$87,151.08	Under Reported Gross Revenue, Unreported Other Revenue, Unreported Taxable Fees, Invalid Exempt Revenue (2024- 2025), Disallowed Exempt Revenue (2022 – 2023), and Remaining Tax Due (2025)
17	Intown Suites Extended Stay El Paso	Deficiency	$6,534.30	Under Reported Gross Revenue, Over-Stated Exempt Revenue, Invalid Exempt Revenue
18	Holiday Inn Express & Suites El Paso North	Deficiency	$12,548.99	Over-Stated Exempt Revenue, Invalid Exempt Revenue
19	La Quinta Inn by Wyndham El Paso Cielo Vista	Deficiency	$133,611.33	Under Reported Gross Revenue, Credit for Exempt Revenue 2024 – 2025 to Offset Gross Revenue Assessment, Disallowed Exempt Revenue (2022-2023), Remaining Tax Due (2025)
Total			**$1,131,941.83**	

File #: 26-0690, **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
Internal Audit, Adrian Serrano, (915) 212-1365
Internal Audit, Miguel Montiel, (915) 212-1367

AGENDA LANGUAGE:

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

Discussion and action on the results of the Code Enforcement Division Audit A2025-05.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Internal Audit

AGENDA DATE: 6/9/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Mike Montiel **PHONE NUMBER:** (915) 212-1367

2nd CONTACT PERSON NAME: Adrian Serrano **PHONE NUMBER:** (915) 212-1365

DISTRICT(S) AFFECTED: All Districts

AGENDA ITEM:

Discussion and Action to accept the results of the Code Enforcement Division Audit A2025-05.

ISSUE STATEMENT:

City Council is asked to accept the results of the Code Enforcement Division Audit. Acceptance of the results will allow the Internal Audit Department to finalize the report and make it available to the public via the Internal Audit website.

BACKGROUND:

The time frame for this audit was calendar years 2024 and 2025. The objective was to perform an assessment of enforcement efforts for nuisance cases.

1. Code Enforcement met the audit objectives in the following areas:
   - Documenting procedures manuals for 3 of the 5 top violations in accordance with City Ordinances.
   - Ensuring that 80% of cases are resolved within 30 days, and imposed penalties and costs match established fees and/or fines.
   - Establishing education and outreach efforts, and evaluating department's budget to ensure department needs.
2. Code Enforcement did not meet the audit objectives in the following areas:
   - Developing a department-wide SOP manual, and ensuring inspections are completed within the required time frames.

COUNCIL OPTIONS:

1. Accept the results of the Audit.
2. Not accept the results of the audit and provide further guidance.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was accepted by the Financial Oversight and Audit Committee (FOAC) on May 21, 2026.

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

N/A

RELATED CITY POLICIES:

N/A

PRIOR COUNCIL ACTION:

City Council has accepted audit reports previously accepted by the FOAC.

LEGAL REVIEW:

☑ *Legal counsel reviewed as a part of Council packet*

☐ *Legal counsel reviewed in advance of packet as an individual item*

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)
N/A	

ATTACHMENTS:

Audit Report draft

FOR MORE INFORMATION:

Adrian Serrano (915) 212-1365 serranoaa@elpasotexas.gov

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

SIGNATURE: _____

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

Code Enforcement Division Audit
No. A2025-05

DRAFT

Issued by the
Internal Audit Department
April 2, 2026

EXECUTIVE SUMMARY

The Internal Audit Department has concluded the Code Enforcement Division Audit. The audit was approved in the Fiscal Year 2024-2025 Annual Audit Plan. The scope for this audit was Calendar Years 2024 and 2025. The audit's objective was to perform an assessment of enforcement efforts for nuisance cases. To accomplish this, we:

- Identified and reviewed the top five (5) types of violations and associated data.
- Reviewed if established enforcement processes are in accordance with City Ordinances.
- Evaluated whether imposed penalties are in accordance with established fees and/or fines.
- Identified and document education and outreach efforts.
- Evaluated budget for staffing levels of the Code Enforcement Division.

Listed below is a summary of the findings identified in this report:

1. A review of eight (8) Code Enforcement Policy Procedure Manuals, provided on August 14, 2025, identified the following:
   - Eight (8) Manuals reflect the El Paso Police (EPPD) name instead of Code Enforcement letterhead.
   - Two (2) Manuals do not have an effective date. The remaining six (6) Manuals include effective dates ranging from 2017 to 2023.
   - The listed Manuals do not outline specific procedures followed by Code Enforcement regarding Illegal Parking and Sidewalk Obstruction.
   - Code Enforcement is in the process of developing a department-wide Standard Operating Procedures manual.

2. A review of a sample of complaints for the top 5 Code Enforcement violations: Brush, Illegal Dumping, Junked Vehicle, Illegal Parking, and Sidewalk Obstruction – identified that Code Enforcement resolved 93.08% of cases within 30 days. However, timeliness requirements for initial site visits and follow-up inspections were not consistently met.
   - Initial Inspections were not consistently completed within 5 days of receiving complaint:
     - Of the sample of 130 January 2024 cases, 110 (84.62%) had an initial inspection within 5 calendar days, while the remaining 20 (15.38%) were inspected 6 - 39 calendar after receipt.
   - Follow-up visits were not performed within 7 calendar days (10 days for Junked Vehicles):
     - Of the sample of 65 cases requiring a first follow-up visit, 23 (35.39%) had a first follow-up site visit within 7 calendar days of the initial visit (10 days for Junked Vehicles). The remaining 42 (64.61%) cases had first follow-up visits 8 – 34 calendar days from initial visit.
   - Second follow-up visits were not performed within 7 calendar days, (10 days for Junked Vehicles), of the first follow-up:
     - Of the sample of 12 cases requiring a second follow-up visit, 2 (16.67%) had a second follow-up site visit within 7 calendar days of the first follow-up (10 days for Junked Vehicles). The remaining 10 (83.33%) cases had second follow-up visits 9 – 34 calendar days from the first follow-up.

For a detailed explanation of the findings, please refer to the body of this Audit Report.

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BACKGROUND

The Code Enforcement Department is responsible for upholding City Codes and Ordinances to promote a clean, safe, and vibrant community. Until March 31, 2025, the department operated as a division within the Police Department. During that period, the Code Enforcement Director reported directly to the Chief of Police and oversaw approximately 40 employees.

Code enforcement functions were independently managed by program administrators across five City departments. For instance, Recycling and Vector Control were overseen by the Environmental Services Department, Food Safety Inspection by the Department of Public Health, and Parking Control by the International Bridges Department.

These programs have since been consolidated to form the Code Enforcement Department. Beginning with Fiscal Year 2026, the department operates with approximately 141 full-time employees and an annual budget of nearly $1.8 million.

The five most common violations addressed by Code Enforcement are Brush, Illegal Dumping, Junked Vehicles, Illegal Parking, and Sidewalk Obstructions. These are regulated under City of El Paso Municipal Code:

- Chapter 9.04, Article XVII – Weeds and Vegetation,
- Chapter 9.04, Article XIII – Litter and Illegal Dumping,
- Chapter 9.08 – Junked Vehicles,
- Chapter 12.44 for Illegal Parking, and
- Chapter 13.20.030 for Sidewalk Obstructions.

Code Enforcement case data is maintained across multiple systems as each case progresses through different stages. Initial complaints are entered through the El Paso 311 Contact Center (ep311) system or by a Code Officer. Cases are then reviewed in Accela, and may transition to Full Court Enterprise if referred to Municipal Court. The Department of Information Technology manages the ep311 and Accela systems, which are used by both Code Enforcement and Environmental Services, while Full Court Enterprise is administered by Municipal Court.

For the month of January 2024, a total of 4,028 complaints were recorded, of which 2,573 pertained to the five most common violations. The distribution for each violation is presented in the table below:

Complaints Logged	Brush	Illegal Dumping	Junked Vehicle	Illegal Parking	Sidewalk Obstruction
January 2024	1,366	110	348	467	282

Because case data is maintained across multiple systems, statistical tables for Code Enforcement activities and court dispositions will be presented separately.

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Summaries of the statistical results for the selected samples are presented below:

	Brush	Illegal Dumping	Junked Vehicle	Illegal Parking	Sidewalk Obstruction
# of Sample Cases Requiring Initial Visit	27	22	27	28	26
Percentage of complaints with verified violations	85.19%	36.35%	77.77%	89.29%	69.23%
Number of cases in compliance by date of first follow-up	16	4	10	0	15
Number of cases in compliance by date of second follow-up	5	N/A	0	N/A	0
Number of cases referred to other departments or entities	2	3	10	22	2
Average number of days between referral and final disposition	171	49	*No Data	20	528
Number of cases referred to court	N/A	3	3	22	1

With the exception of brush cases, the other four top violations may proceed to court for disposition. The statistical results obtained from Full Court Enterprise for the selected samples are summarized below:

	Brush	Illegal Dumping	Junked Vehicle	Illegal Parking	Sidewalk Obstruction
Number of cases referred to court	N/A	3	3	22	1
Number of cases for which fines were assessed	N/A	3	*No Data	22	1
Total fines/fees assessed	N/A	$1,193.60	*No Data	$3,700.00	$402.00
Total fines/fees collected	N/A	$684.00	*No Data	$580.00	$402.00
Number of cases ending up in a court hearing	N/A	3	*No Data	2	1
Number of violations dismissed at court	N/A	0	*No Data	2	0
Total collected by court order	N/A	$684.00	*No Data	$25.00	$402.00
Total outstanding	N/A	$509.60	*No Data	$3,120.00	$0.00

* Note: No data was available or provided to cross-reference the 3 Junked Vehicle cases with Full Court Enterprise.
N/A – Not Applicable

DRAFT

The Fiscal Year 2025 Key Performance Indicator (KPI) for Code Enforcement requires that 80 percent of cases be resolved within 30 days. A review of a sample of enforcement cases indicated that the department's performance met or exceeded this KPI.

Violation Type	Adjusted Sample Size	Completed in 30 Days	Completed in 31 Days or More	Percentage Completed in 30 Days
Brush	27	25	2	92.59%
Illegal Dumping	22	20	2	90.90%
Junked Vehicle	27	23	4	85.19%
Illegal Parking	28	28	0	100.00%
Sidewalk Obstruction	26	25	1	96.15%
	130	121	9	93.08%

Additional information for each of the top 5 violations is provided in the following Appendices:

Appendix A – Brush
Appendix B – Illegal Dumping
Appendix C – Junked Vehicle
Appendix D – Illegal Parking
Appendix E – Sidewalk Obstruction

AUDIT OBJECTIVES

The objective of the Code Enforcement Division Audit was to perform an assessment of enforcement efforts for nuisance cases. To achieve the audit objectives, the Internal Audit Department:

- Identified and reviewed the top five (5) types of violations and associated data.
- Reviewed and determined if established enforcement processes are in accordance with City Ordinances.
- Evaluated whether imposed penalties and costs are in accordance with established fees and/or fines.
- Identified and document education and outreach efforts.
- Evaluated budget for staffing levels of the Code Enforcement Division.

AUDIT SCOPE AND METHODOLOGY

The scope for this audit was Calendar Years 2024 and 2025. To achieve our audit objectives, we:

- Interviewed Code Enforcement personnel to understand enforcement processes, monitoring, education program, and court proceedings.
- Conducted a review of Code Enforcement's Policies, Procedures, and City Ordinances.
- Selected a sample of the top five types of violations: Brush, Illegal Dumping, Illegal Parking, Junked Vehicles, and Sidewalk Obstructions for the month of January 2024 to identify the following:
    - Total number of complaints logged.
    - Number of complaints with verified violations.
    - Number of repeat offenders.
    - Number of cases in compliance by date of first follow-up visit.

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  - Number of cases in compliance by date of second follow-up, (if required).
  - Number of referrals to other departments/entities.
  - Average length of time between referral and final disposition.
  - Number of cases for which fines were assessed.
  - Total fines/fees collected.
  - Number of cases ending up in a court hearing.
  - Number of violations dismissed at court.
  - Total collected by court order.
- Evaluated whether imposed penalties and costs are in accordance with established fees and/or fines
- Evaluated education and outreach efforts.
- Analyzed the Department's resources, and corroborated with the Code Enforcement Director that the department's budget is sufficient to achieve the department's short-term goals.

Scope limitations:
The original scope of the audit encompassed a review of case files for calendar years 2024 and 2025. However, because the relevant data is stored across three separate databases, compiling and analyzing two full years of information would require substantial manual effort. As a result, the review was limited to case files from January 2024 only. Additional data limitations were encountered in identifying:

- Repeat offenders.
- The final disposition of Junked Vehicle cases.

We conducted this audit in accordance with *Generally Accepted Government Auditing Standards* and the *Global Internal Audit Standards*. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

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FINDINGS, CRITERIA, RECOMMENDATIONS, AND MANAGEMENT'S RESPONSES

Finding 1

Departmental Procedures

A review of eight (8) Code Enforcement Policy Procedure Manuals, provided on August 14, 2025, identified the following:

- Eight (8) Manuals reflect the El Paso Police (EPPD) name, the department that previously housed the Division, instead of Code Enforcement letterhead.
- Two (2) Manuals do not have an effective date. The remaining six (6) Manuals include effective dates ranging from 2017 to 2023. The effective dates of the eight Manuals are listed as:

No.	Manual Name	Effective Date
1	*101 General Case Management*	November 14, 2023
2	*111 Case Timeline Policy*	March 17, 2017
3	*204 BR Case Procedure (Brush)*	April 11, 2019
4	*203 Case Transfer Procedure (Brush)*	October 1, 2019
5	*Repeat Offender Transfer Cases (Brush)*	January 23, 2023
6	*207 JV Case Procedure (Junked Vehicle)*	August 29, 2017
7	*New Removal Process (Junked Vehicle)*	*No Date*
8	*210 Illegal Dumping Procedure*	*No Date*

- The listed Manuals do not outline specific procedures followed by Code Enforcement regarding Illegal Parking and Sidewalk Obstruction. Sidewalk Obstruction cases are currently addressed under the Brush procedure.
- Code Enforcement is in the process of developing a department-wide Standard Operating Procedures manual.

Standard/Criteria

City of El Paso Strategic Plan:

- *Goal 6.12 Maintain systems integrity, compliance and business continuity.*

A strong system of internal controls requires that Policies and Procedures be developed that document routine or repetitive activity followed by an organization. The development and use of Policies and Procedures are an integral part of a successful quality system as it provides individuals with the information and guidance to perform a job properly.

Recommendation

The Code Enforcement Department should continue developing a department-wide Procedures Manual that:

- Incorporates the new department letterhead,
- Includes an effective date,
- Documents the procedures for Illegal Parking and Sidewalk Obstruction.

DRAFT

Management's Response

The new Code Enforcement Department was created on September 1, 2025. We previously reported to the El Paso Police Department. The development of a department-wide Standard Operating Procedures Manual is a top priority. We have a cross-functional team working on this manual, with a target implementation date of August 31, 2026. The manual will include all code-nuisance enforcement processes, including our new enforcement divisions.

Responsible Party

Steve Alvarado, Code Enforcement Director.

Implementation Date

August 31, 2026

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Finding 2

Timely Completion of Inspections and Follow-Up Visits

A review of a sample of complaints initiated in January 2024 for the top five Code Enforcement violations: Brush, Illegal Dumping, Junked Vehicle, Illegal Parking, and Sidewalk Obstruction – identified that Code Enforcement resolved 93.08% of cases within 30 days; however, timeliness requirements for initial site visits and follow-up inspections were not consistently met.

- Initial Inspections were not consistently completed within 5 days of receiving complaint in accordance with *El Paso Police Code Enforcement Procedure Manual, 111 Case Timeline Policy*.
- Follow-up visits were not performed within 7 calendar days, (10 days for Junked Vehicles) in accordance with *El Paso Police Code Enforcement Policy Procedure Manuals*.
- Second follow-up visits were not performed within 7 calendar days, (10 days for Junked Vehicles) of the first follow-up in accordance with *El Paso Police Code Enforcement Policy Procedure Manuals*.

Of the sample of 130 cases initiated in January 2024, 110 cases (84.62%) received an initial inspection within 5 calendar days. The remaining 20 cases (15.38%) received an initial inspection between 6 – 39 calendar days after the receipt of the case.

Violation Type	# of Sample Cases Requiring Initial Visit	# Initial Visit Within 5 Days	% w/in 5 days	# Initial Visit Past 5 Days	% late	Days Late
Brush	27	26	96.30%	1	3.70%	8
Illegal Dumping	22	13	59.09%	9	40.91%	1-34
Junked Vehicle	27	26	96.30%	1	3.70%	1
Illegal Parking	28	25	89.29%	3	10.71%	1-3
Sidewalk Obstruction	26	20	76.92%	6	23.08%	1-9
Totals	130	110	**84.62%**	20	**15.38%**	

Of the sample of 65 cases requiring a first follow-up visit, 23 cases (35.39%) received the visit within 7 calendar days of the initial inspection (10 days for Junked Vehicles). The remaining 42 cases (64.61%) received their first follow-up visit 8 – 34 calendar days after the initial inspection.

Violation Type	Cases Requiring First Follow-Up	First Follow-Up, w/7 Days of Initial Visit * (10 Days for JV)	% on time	First Follow-Up, Late	% late	Days Late
Brush	23	9	39.13%	14	60.87%	1-14
Illegal Dumping	4	1	25.00%	3	75.00%	3-27
*** Junked Vehicle (JV)**	17	2	11.77%	15	88.23%	1-15
Illegal Parking	3	3	100%	0	0	N/A
Sidewalk Obstruction	18	8	44.44%	10	55.56%	1-23
Totals	65	23	**35.39%**	42	**64.61%**	

Of the sample of 12 cases requiring a second follow-up visit, 2 cases (16.67%) had a second follow-up site visit completed within 7 calendar days of the first follow-up (10 days for Junked Vehicles). The remaining 10 cases (83.33%) received their second follow-up visit 9 – 34 calendar days after the first follow-up.

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Violation Type	Cases Requiring Second Follow-Up	Second Follow-Up w/7 Days of 1st Follow-Up * (10 Days for JV)	% on time	Second Follow-Up, Late	% late	Days Late
Brush	6	0	0.00%	6	100%	2-15
Illegal Dumping	0	0	N/A	0	N/A	N/A
*** Junked Vehicle (JV)**	5	2	40.00%	3	60.00%	3-24
Illegal Parking	0	0	N/A	0	N/A	N/A
Sidewalk Obstruction	1	0	0.00%	1	100%	4
Totals	12	2	**16.67%**	10	**83.33%**	

Standard/Criteria

City of El Paso Strategic Plan:

- Goal 6.12 *Maintain systems integrity, compliance and business continuity.*

El Paso Police Code Enforcement Policy Procedure Manual – 111 Case Timeline Policy:

- *ENEC Code Cases are complete if:*
  - *Initial inspection was done within 5 days; and…*

204BR Case Procedure, A. 2. Violation:

2. Follow-up after 7 calendar days of notification…

a. Property owner signature obtained:

2) Follow up after 7 calendar days of notification…

b. Non-property owner signature obtained:

1.Post correction notice on door/gate-take photos (close-up/wide shot) of posting…

2.Take initial photos of the violation.

3.Follow up after 7 calendar days of notification.

b. Non-compliance: mail letter to property owner:

i. Follow up after 7 calendar days of mailing letter…

c. No answer:

1) Post correction notice…

2) Take initial photos of the violation.

3) Follow up after 7 calendar days of notification…

207 JV Case Procedure, A. 2. Violation, a.:

2,3, &4. Follow-up after 10 calendar days of notification…

Recommendation

The Code Enforcement Department should evaluate and strengthen controls to improve compliance with required five-day initial visit and seven-day (ten-day for Junked Vehicle) follow-up benchmarks. This may include implementing workload monitoring tools, adjusting case assignment practices, or leveraging automated alerts to ensure timely inspections. While the department is meeting its overall 30-day case completion KPI, improving interim milestone performance will support more effective enforcement, reduce backlogs, and improve service responsiveness.

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Management's Response

Meeting the department's process timelines is highly important for all cases. When we did not follow our outlined timelines, these instances were attributed to staff vacancies and to supervisors not tracking cases. To better address these situations, we are making sure that we fill all current vacancies. We are also recruiting a Quality Assurance and Training Specialist to track case processing, identify areas of improvement, and train managers, supervisors, and staff. The objective will be to improve all current processes and identify deficiencies department-wide.

Responsible Party

Steve Alvarado, Code Enforcement Director.

Implementation Date

The vacant Code Enforcement Officer positions should be filled by July 1, 2026, and the Quality Assurance and Training Specialist will be onboarded by September 1, 2026.

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INHERENT LIMITATIONS

Because of the inherent limitations of internal controls, errors or irregularities may occur and not be detected. Also, projections of any evaluation of the internal control structure to future periods beyond the Audit Report date are subject to the risk that procedures may become inadequate due to changes in conditions, management override of internal controls, or that the degree of compliance with the procedures may deteriorate. This was a limited scope audit which only reviewed the areas stated in the Audit Objectives during the Audit Scope period. No representations of assurance are made to other areas or periods not covered by this audit.

CONCLUSION

We have concluded our work on the objectives of the Code Enforcement Division Audit. The audit evidence used in our analysis is sufficient and appropriate for addressing the objectives and supporting the findings and conclusion. In accordance with *Generally Accepted Government Auditing Standards*, we are required to conclude on whether Code Enforcement met the objectives of this audit. Based on our audit work, we have determined that:

1. Code Enforcement met the audit objectives in the following areas:
    - Documenting procedures manuals for 3 of the 5 top violations (Brush, Junked Vehicle, and Illegal Dumping) in accordance with City Ordinances.
    - Ensuring that 80% of cases are resolved within 30 days.
    - Ensuring imposed penalties and costs are in accordance with established fees and/or fines.
    - Establishing education and outreach efforts.
    - Evaluating department's budget to ensure current needs and future growth of the department.
2. Code Enforcement did not meet the audit objectives in the following areas:
    - Developing a department-wide Standard Operating Procedures manual.
    - Ensuring that initial and follow-up inspections are completed within the requirements listed on the City Ordinances and Code's Procedures Manuals.

We wish to thank the Code Enforcement Department management and staff for their assistance and courtesies extended during the completion of this audit.

Liz De La O, CFE, CIA, CGAP, MPA
Deputy Chief Internal Auditor

Martha L. Vargas, CPA, CIA, CFE, CGFM
Auditor IV

Miguel A. Montiel, CIA, CGAP
Audit Manager

Distribution:
Financial Oversight and Audit Committee
Dionne Mack, City Manager
Mario D'Agostino, Deputy City Manager
Steve Alvarado, Code Enforcement Director

DRAFT

Code Enforcement Division Audit
No. A2025-05

DRAFT

Appendices:

Appendix A – Brush
Appendix B – Illegal Dumping
Appendix C – Junked Vehicle
Appendix D – Illegal Parking
Appendix E – Sidewalk Obstruction

Appendix A – Brush

January 2024 Analysis of Brush Violations

Metric	Count	%	Notes
Complaints logged (January 2024)	1,366	—	Volume for the month
Sample selected	29	—	Initial sample size
Corrected sample (duplicates removed pre-test)	27	—	Two duplicates removed prior to testing
Initial visit completed within 5 days	26 / 27	**96.30%**	Timeliness against 5-day benchmark
Initial visit outcomes – Duplicates	2 / 27	7.41%	Identified at initial visit
Initial visit outcomes – Not violations	2 / 27	7.41%	No enforcement required
Initial visit outcomes – Violations requiring follow-up	**23 / 27**	**85.19%**	Proceeded to first follow-up
First follow-up timeliness (from initial visit) – On time (≤7 days)	9 / 23	**39.13%**	Late: 14 / 23 (60.87%)
First follow-up outcomes – In compliance	16 / 23	**69.57%**	Resolved at first follow-up
First follow-up outcomes – Referred for cleanup	1 / 23	4.35%	ESD cleaned; case pending final resolution as of January 6, 2026
First follow-up outcomes – Still in violation (second follow-up required)	**6 / 23**	**26.09%**	Proceeded to second follow-up
Second follow-up timeliness (from first follow-up) – On time (≤7 days)	0 / 6	**0.00%**	None met 7-day benchmark
Second follow-up outcomes – In compliance	5 / 6	**83.33%**	Resolved at second follow-up
Second follow-up outcomes – Referred for cleanup	1 / 6	16.67%	Cleaned by property owner; case closed
Cleanup referrals (total across follow-ups)	**2**	—	1 closed; 1 pending final resolution

Notes:
- "On time" is defined as within **7 days** of the prior visit for follow-ups.
- The on-time rate for first follow-ups is **39.13%**; for second follow-ups, **0%**.
- Percentages are calculated on the relevant denominators (27 for initial visit metrics; 23 for first follow-up metrics; 6 for second follow-up metrics).

Appendix B – Illegal Dumping

January 2024 Illegal Dumping Violations

Metric	Count	%	Notes
Complaints logged (January 2024)	110	—	Monthly volume
Sample selected	24	—	Initial sample size
Corrected sample (duplicates removed pre-test)	**22**	—	Two administrative duplicates removed
Initial visit within 5 days	13 / 22	**59.09%**	Timeliness against 5-day benchmark
Initial visit outcomes – Duplicates (field)	2 / 22	9.09%	Identified at initial site visit
Initial visit outcomes – Referrals to other departments/entities	3 / 22	13.63%	All three cited at initial visit and referred to Court
Initial visit outcomes – Not violations	12 / 22	54.54%	No enforcement required
Initial visit outcomes – In compliance during initial visit	1 / 22	4.54%	No follow-up required
Initial visit outcomes – Verified violations (requiring follow-up)	**4 / 22**	**18.18%**	Proceeded to first follow-up
First follow-up timeliness (from initial visit) – On time (≤7 days)	1 / 4	**25.00%**	Late: 3 / 4 (75.00%)
First follow-up outcomes – In compliance	4 / 4	**100.00%**	No second follow-ups required
Court referral details (3 cases)	—	—	Avg days to final disposition: **48.67**; **Dismissals: 0**
Financials (court-referred cases)	—	—	Fines assessed: **$1,076.00**; Late/collection fees: **$117.60**; **Total owed: $1,193.60**; **Collected: $684.00**; **Outstanding: $509.60**

Notes:
- % use the relevant denominators (22 for initial-visit metrics; 4 for first-follow-up metrics).
- "On-time" follow-up = within **7 days** of the prior visit.
- All three court referrals were cited at the initial visit; two fines (**$342.00** each) were upheld and paid in full; one case had a **Failure to Appear** and remains outstanding (**$509.60**, including late/collection fees).

Appendix C – Junked Vehicle

January 2024 Junked Vehicle Violations

Metric	Count	%	Notes
Complaints logged (January 2024)	348	—	Monthly volume
Sample selected	28	—	Initial sample size
Corrected sample (duplicates removed pre-test)	**27**	—	One administrative duplicate removed
Initial visit within 5 days	26 / 27	**96.30%**	Timeliness vs 5-day benchmark
Initial visit outcomes – Duplicate (field)	1 / 27	3.70%	Identified at initial site visit
Initial visit outcomes – Not violations	5 / 27	18.52%	One "No Violation" case was later flagged as if a follow-up were required (data entry issue)
Initial visit outcomes – Referrals	4 / 27	14.81%	**2** to Police Dept. Abandoned Auto Unit (AAU); **2** to Parking Enforcement
Verified violations (requiring follow-up)	**17 / 27**	**62.96%**	Proceeded to first follow-up
First follow-up timeliness (≤10 days)	2 / 17	**11.77%**	Late: **15 / 17** (88.23%); *denominator reflects cases with a scheduled F/U in system*
First follow-up outcomes – In compliance	10 / 17	**58.82%**	Resolved at first follow-up
First follow-up outcomes – Referred to PD AAU	2 / 17	11.76%	Transferred to PD for action
First follow-up outcomes – Still in violation	**5 / 17**	**29.41%**	Required a second follow-up
Second follow-up timeliness (vs scheduled date)	2 / 5	**40.00%**	Late: **3 / 5** (60.00%) by 3–24 days
Second follow-up outcomes – In compliance	0 / 5	**0.00%**	No cases resolved at second follow-up
Second follow-up outcomes – Referred to PD AAU	1 / 5	20.00%	Additional PD referral
Second follow-up outcomes – Referred to Court	**2 / 5**	**40.00%**	One later **complied**; one **pending** (warrant issued; no further updates as of Jan 8, 2026)
Third follow-up (for 2 still in violation) – Outcomes	1	—	One **complied**; one **court/warrant** as noted above
Overall resolution (violation cases, eventual)	**12 / 17**	**70.59%**	10 resolved at first F/U + 1 at third F/U + 1 via court compliance

Notes & Data Limitations:

- Two initial referrals (verified violations) were recorded in the system as if two separate visits occurred (entry anomaly).
- One "No Violation" case was nevertheless flagged for follow-up in system records.
- As of **February 23, 2026**, Code Enforcement did not provide **Notice of Violation (NOV) numbers**, limiting our ability to independently confirm dispositions with Municipal Court.

Appendix D – Illegal Parking

January 2024 Analysis of Illegal Parking Violations

Metric	Count	%	Notes
Complaints logged (January 2024)	467	—	Monthly volume
Sample selected	28	—	Initial sample size
Initial visit within 5 days	**25 / 28**	**89.29%**	3 visits late by 1–3 days
Initial visit outcomes – Not violations	3 / 28	10.71%	No enforcement required
Initial visit outcomes – Verified violations	**25 / 28**	**89.29%**	Proceeded to either court referral or follow-up
Initial visit compliance (within verified violations)	**3 / 25**	**12.00%**	2 recorded as compliant; 1 complied during officer contact though status shows "Violations"
Initial visit referrals to other departments/entities	**19 / 25**	**76.00%**	All 19 issued citations at initial visit and referred to Court
First follow-up timeliness (≤7 days)	**3/3**	**100%**	Late: **0**
First follow-up scheduled (from verified violations)	**3 / 25**	**12.00%**	None were compliant at first follow-up; all 3 cited and referred to Court
Second follow-up required	0	—	All cases handled between initial visit and first follow-up
Court referrals (total)	**22 cases**	—	19 at initial visit + 3 at first follow-up
Court offenses (total)	**26**	—	4 cases had two offenses each
Court outcomes – Cases found liable	**20 / 22**	**90.91%**	By case
Court outcomes – Offenses found liable	**23 / 26**	**88.46%**	By offense
Financials (assessed)	—	—	**$3,700.00** (Fines **$2,250.00**; Late/Collection fees **$1,450.00**)
Financials (collected)	—	—	**$580.00** (Fines **$570.00**; Fees **$10.00**)
Financials (outstanding)	—	—	**$3,120.00** (Fines **$1,680.00**; Fees **$1,440.00**)
Avg. time from court referral to final disposition	—	—	**20.18 days**

Notes:

- Denominators: 28 for initial-visit metrics; 25 for verified-violation subsets; 22 cases / 26 offenses for court metrics.
- One case had mixed outcomes (two offenses): **Not Liable on one count**, **Liable on the second**; the **$25** fine was paid and is included in collected totals.
- Another case (one offense) was **dismissed** (Not Liable), with no fines assessed.

Appendix E – Sidewalk Obstruction

January 2024 Analysis of Sidewalk Obstruction Violations

Metric	Count	%	Notes
Complaints logged (January 2024)	282	—	Monthly volume
Sample selected	27	—	Initial sample size
Corrected sample (duplicates removed pre-test)	**26**	—	One administrative duplicate removed
Initial visit within 5 days	**20 / 26**	**76.92%**	6 visits late
Initial visit outcomes – Not violations	8 / 26	30.77%	No enforcement required
Initial visit outcomes – Verified violations	**18 / 26**	**69.23%**	Proceeded to first follow-up
First follow-up timeliness (from initial visit) – On time (≤7 days)	**8 / 18**	**44.44%**	Late 10/18 (55.56%)
First follow-up outcomes (for 18 violations) – In compliance	**15 / 18**	**83.33%**	Resolved at first follow-up
First follow-up outcomes – Marked "No Violations" & referred to Streets/Maintenance	1 / 18	5.56%	Steep driveway; builder agreed to correct
First follow-up outcomes – Still in violation	1 / 18	5.56%	Required second follow-up
Data entry anomaly – Complied at initial visit but recorded as violation/first follow-up	1 / 18	5.56%	Workflow recorded as if follow-up needed
Second follow-up required	**1**	—	For the single case still in violation
Second follow-up outcomes – In compliance	**0 / 1**	**0.00%**	Not resolved at second follow-up
Second follow-up outcomes – Referred for cleanup	1 / 1	100.00%	Cleanup performed by property owner; tenants notified of pending case
Court referral (single case) – Outcome	1	—	Found **Guilty**; fine **$402.00 paid in full**
Time from referral to final disposition (court case)	528 days	—	Single case measure

Notes:

- Denominators: 26 for initial-visit metrics; 18 for first-follow-up metrics; 1 for second-follow-up metrics.
- One case complied during the initial visit but was recorded as a violation and had a follow-up scheduled (data entry anomaly).
- The single case requiring a second follow-up ultimately resulted in the property owner completing the cleanup and a court process that concluded with a paid fine of **$402.00**. The court disposition took **528 days** from referral to final resolution.

File #: 26-0695, **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 and 7
Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065
Capital Improvement Department, Margaret Schroeder, (915) 212-0065

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 City Council approval granted in the Resolution of July 1, 2024 to allocate funds from capital asset sales to fund the City of El Paso's local match obligation for the Playa Drain Shared Use Path Project is rescinded upon the City of El Paso's receipt of State Infrastructure Bank loan funds, due to the availability of State Infrastructure Bank loan funding for this purpose, and that, except as herein modified, the Resolution of July 1, 2024 remains in full force and effect.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: CID Grant Funded Program & Fire Department

AGENDA DATE: 6/9/26

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME: Joaquin Rodriguez **PHONE NUMBER:** 915-212-0065

2nd CONTACT PERSON NAME: Margaret Schroeder **PHONE NUMBER:** 915-212-0065

DISTRICT(S) AFFECTED: 3, 7

AGENDA ITEM:

A resolution that City Council approval granted in the Resolution of July 1, 2024 to allocate funds from capital asset sales to fund the City of El Paso's local match obligation for the Playa Drain SUP Project is rescinded upon the City of El Paso's receipt of State Infrastructure Bank loan funds, due to the availability of State Infrastructure Bank loan funding for this purpose, and that, except as herein modified, the Resolution of July 1, 2024 remains in full force and effect.

ISSUE STATEMENT:

This action asks City Council to approve a resolution that rescinds the allocation of capital asset sales funds for the Playa Drain Shared Use Path Knights to Midway project once the City receives the State Infrastructure Bank loan funds.

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BACKGROUND:

In July of 2024 City Council approved the use of Capital Asset sales funding as a source of matching funds for the Playa Drain SUP project and other RMS 2050 projects. In April, 2025 Council approved the use of SIB loans to fund the city's match and local contribution for federally funded transportation projects. Now that the State Infrastructure Bank Loan agreements are in the process of being executed, the Capital Asset sales funding will no longer be needed for the this project and can be returned. This resolution rescinds the approval to use Capital Asset Sales fund once the SIB loan funds are received by the City.

COUNCIL OPTIONS:

Approve the Resolution - use of Capital Assets funds for this project will be rescinded once the SIB loan funds are received
Deny the resolution - Capital Assets funds will continue to be allocated for this project

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

NA

RELATED CITY POLICIES:

NA

PRIOR COUNCIL ACTION:

July 1, 2024 - Council approved a resolution to allocate funds from capital asset sales to fund the City of El Paso's local match obligation for this project

LEGAL REVIEW:

☐ *Legal counsel reviewed as a part of Council packet*

☑ *Legal counsel reviewed in advance of packet as an individual item*

AMOUNT AND SOURCE OF FUNDING:

NA

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

N/A

FOR MORE INFORMATION:

Joaquin Rodriguez 915-268-5148 RodriguezJ2@elpasotexas.gov

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

SIGNATURE: Joaquin Rodriguez

Digitally signed by Joaquin Rodriguez
Date: 2026.05.26 09:22:57 -06'00'

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

RESOLUTION

WHEREAS, on July 1, 2024, the El Paso City Council approved a Resolution authorizing the allocation of funds from capital asset sales to fund the City of El Paso's local match obligations for projects identified in the El Paso Metropolitan Planning Organization – Transportation Policy Board's RMS 2050 MTP and RMS 2023-2026 TIP, which included the Playa Drain Shared Use Path Project ("Playa Drain SUP Project") (the "Resolution of July 1, 2024"); and

WHEREAS, for clarity and reference, an executed copy of the Resolution of July 1, 2024 is attached hereto as Attachment "A"; and

WHEREAS, on July 7, 2026, the City Council approved a Resolution authorizing the execution of a loan agreement for $458,000.00 with the State Infrastructure Bank, with such loan funds to be used, in part, to fund the local match costs of the Playa Drain SUP Project; and

WHEREAS, the City Council desires to rescind its approval of the use of funds from the sale of capital assets for the Playa Drain SUP Project, due to the availability of State Infrastructure Bank loan funding for this purpose.

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

That City Council approval granted in the Resolution of July 1, 2024 to allocate funds from capital asset sales to fund the City of El Paso's local match obligation for the Playa Drain SUP Project is rescinded upon the City of El Paso's receipt of State Infrastructure Bank loan funds, due to the availability of State Infrastructure Bank loan funding for this purpose.

That, except as herein modified, the Resolution of July 1, 2024 remains in full force and effect.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laure D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Robert Cortinas
Chief Financial Officer

HQ 26-CID-1729 | Trans#8202 | CID
Resolution – Rescinding approval of capital asset sales for Playa Drain SUP Project
RAB

Attachment A

Resolution

WHEREAS, The City of El Paso ("City") is part of The El Paso Metropolitan Planning Organization (EPMPO); the metropolitan planning organization for El Paso County, Texas, southern Doña Ana County, New Mexico, and a portion of Otero County, New Mexico; and

WHEREAS, on January 20, 2023, the EPMPO Transportation Policy Board (the "TPB") unanimously approved amending the RMS 2050 MTP and RMS 2023-2026 TIP which included various projects throughout the City of El Paso ("City MTP & TIP Projects"); and

WHEREAS, the City had previously not identified funds to meet the local funding contribution and match obligations ("City MPO Match") associated with the RMS 2050 MTP and RMS 2023-2026 TIP required to implement the projects in the City; and

WHEREAS, the current shortfalls for FY24 and FY25 are estimated at ($6,890,000.00) and $11,181,092.60 respectively; and

WHEREAS, City anticipates having funds available from capital asset sales to pay for completion of the MPO match projects;

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

That the City Council hereby approves the allocation of funds from capital asset sales to fund the City MPO Match for the purpose of funding the completion of projects benefitting the City as identified in the RMS 2050 MTP and RMS 2023-2026 TIP; and

That said allocation from capital asset sales will be encumbered only in amounts realized by the City upon the closing of the various capital asset sales; and

That the City Manager be authorized to execute any and all documents required to effectuate the above-described City MTP & TIP Projects; and

That the City Manager or designee is authorized to establish the funding sources, once available through capital asset sales, and make any budget transfers necessary to provide City MPO Match required to pursue the City MTP & TIP Projects.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

APPROVED this 1st day of July, 2024.

THE 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:

Robert Cortinas
Chief Financial Officer

File #: 26-0696, **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, Joaquin Rodriguez, (915) 212-0065
Capital Improvement Department, Margaret Schroeder, (915) 212-0065

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 City Council approval granted in the Resolution of July 1, 2024 to allocate funds from capital asset sales to fund the City of El Paso's local match obligation for the Sunland Park Shared Use Path Project is rescinded upon the City of El Paso's receipt of State Infrastructure Bank loan funds, due to the availability of State Infrastructure Bank loan funding for this purpose, and that, except as herein modified, the Resolution of July 1, 2024 remains in full force and effect.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: CID Grant Funded Program & Fire Department

AGENDA DATE: 6/9/26

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME: Joaquin Rodriguez **PHONE NUMBER:** 915-212-0065

2nd CONTACT PERSON NAME: Margaret Schroeder **PHONE NUMBER:** 915-212-0065

DISTRICT(S) AFFECTED: 8

AGENDA ITEM:

A resolution that City Council approval granted in the Resolution of July 1, 2024 to allocate funds from capital asset sales to fund the City of El Paso's local match obligation for the Sunland Park SUP Project is rescinded upon the City of El Paso's receipt of State Infrastructure Bank loan funds, due to the availability of State Infrastructure Bank loan funding for this purpose, and that, except as herein modified, the Resolution of July 1, 2024 remains in full force and effect.

ISSUE STATEMENT:

This action asks City Council to approve a resolution that rescinds the allocation of capital asset sales funds for the Sunland Park Shared Use Path project once the City receives the State Infrastructure Bank loan funds.

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BACKGROUND:

In July of 2024 City Council approved the use of Capital Asset sales funding as a source of matching funds for the Sunland Park SUP project and other RMS 2050 projects. In April, 2025 Council approved the use of SIB loans to fund the city's match and local contribution for federally funded transportation projects. Now that the State Infrastructure Bank Loan agreements are in the process of being executed, the Capital Asset sales funding will no longer be needed for the this project and can be returned. This resolution rescinds the approval to use Capital Asset Sales fund once the SIB loan funds are received by the City.

COUNCIL OPTIONS:

Approve the Resolution - use of Capital Assets funds for this project will be rescinded once the SIB loan funds are received
Deny the resolution - Capital Assets funds will continue to be allocated for this project

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

NA

RELATED CITY POLICIES:

NA

PRIOR COUNCIL ACTION:

July 1, 2024 - Council approved a resolution to allocate funds from capital asset sales to fund the City of El Paso's local match obligation for this project

LEGAL REVIEW:

☐ *Legal counsel reviewed as a part of Council packet*

☑ *Legal counsel reviewed in advance of packet as an individual item*

AMOUNT AND SOURCE OF FUNDING:

NA

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

N/A

FOR MORE INFORMATION:

Joaquin Rodriguez 915-268-5148 RodriguezJ2@elpasotexas.gov

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

SIGNATURE: Joaquin Rodriguez

Digitally signed by Joaquin Rodriguez
Date: 2026.05.26 09:34:08 -06'00'

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

RESOLUTION

WHEREAS, on July 1, 2024, the El Paso City Council approved a Resolution authorizing the allocation of funds from capital asset sales to fund the City of El Paso's local match obligations for projects identified in the El Paso Metropolitan Planning Organization – Transportation Policy Board's RMS 2050 MTP and RMS 2023-2026 TIP, which included the Sunland Park Shared Use Path Project ("Sunland Park SUP Project"); and

WHEREAS, for clarity and reference, an executed copy of the Resolution of July 1, 2024 is attached hereto as Attachment "A"; and

WHEREAS, on July 7, 2026, the City Council approved a Resolution authorizing the execution of a loan agreement for $3,813,000.00 with the State Infrastructure Bank, with such loan funds to be used, in part, to fund the local match costs of the Sunland Park SUP Project; and

WHEREAS, the City Council desires to rescind its approval of the use of funds from the sale of capital assets for the Sunland Park SUP Project, due to the availability of State Infrastructure Bank loan funding for this purpose.

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

That City Council approval granted in the Resolution of July 1, 2024 to allocate funds from capital asset sales to fund the City of El Paso's local match obligation for the Sunland Park SUP Project is rescinded upon the City of El Paso's receipt of State Infrastructure Bank loan funds, due to the availability of State Infrastructure Bank loan funding for this purpose.

That, except as herein modified, the Resolution of July 1, 2024 remains in full force and effect.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laure D. Prine
City Clerk

APPROVED AS TO FORM:

Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Robert Cortinas
Chief Financial Officer

HQ 26-CID-1728| Trans#8197 | CID
Resolution – Rescinding approval of capital asset sales for Sunland Park SUP Project
RAB

Attachment A

Resolution

WHEREAS, The City of El Paso ("City") is part of The El Paso Metropolitan Planning Organization (EPMPO); the metropolitan planning organization for El Paso County, Texas, southern Doña Ana County, New Mexico, and a portion of Otero County, New Mexico; and

WHEREAS, on January 20, 2023, the EPMPO Transportation Policy Board (the "TPB") unanimously approved amending the RMS 2050 MTP and RMS 2023-2026 TIP which included various projects throughout the City of El Paso ("City MTP & TIP Projects"); and

WHEREAS, the City had previously not identified funds to meet the local funding contribution and match obligations ("City MPO Match") associated with the RMS 2050 MTP and RMS 2023-2026 TIP required to implement the projects in the City; and

WHEREAS, the current shortfalls for FY24 and FY25 are estimated at ($6,890,000.00) and $11,181,092.60 respectively; and

WHEREAS, City anticipates having funds available from capital asset sales to pay for completion of the MPO match projects;

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

That the City Council hereby approves the allocation of funds from capital asset sales to fund the City MPO Match for the purpose of funding the completion of projects benefitting the City as identified in the RMS 2050 MTP and RMS 2023-2026 TIP; and

That said allocation from capital asset sales will be encumbered only in amounts realized by the City upon the closing of the various capital asset sales; and

That the City Manager be authorized to execute any and all documents required to effectuate the above-described City MTP & TIP Projects; and

That the City Manager or designee is authorized to establish the funding sources, once available through capital asset sales, and make any budget transfers necessary to provide City MPO Match required to pursue the City MTP & TIP Projects.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

APPROVED this 1st day of July, 2024.

THE 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:

Robert Cortinas
Chief Financial Officer

File #: 26-0697, **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
Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065
Capital Improvement Department, Margaret Schroeder, (915) 212-0065

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 City Council approval granted in the Resolution of July 1, 2024 to allocate funds from capital asset sales to fund the City of El Paso's local match obligation for the Railroad Drive Project is rescinded upon the City of El Paso's receipt of State Infrastructure Bank loan funds, due to the availability of State Infrastructure Bank loan funding for this purpose, and that, except as herein modified, the Resolution of July 1, 2024 remains in full force and effect.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: CID Grant Funded Program & Fire Department

AGENDA DATE: 6/9/26

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME: Joaquin Rodriguez **PHONE NUMBER:** 915-212-0065

2nd CONTACT PERSON NAME: Margaret Schroeder **PHONE NUMBER:** 915-212-0065

DISTRICT(S) AFFECTED: 4

AGENDA ITEM:

A resolution that City Council approval granted in the Resolution of July 1, 2024 to allocate funds from capital asset sales to fund the City of El Paso's local match obligation for the Railroad Drive Project is rescinded upon the City of El Paso's receipt of State Infrastructure Bank loan funds, due to the availability of State Infrastructure Bank loan funding for this purpose, and that, except as herein modified, the Resolution of July 1, 2024 remains in full force and effect.

ISSUE STATEMENT:

This action asks City Council to approve a resolution that rescinds the allocation of capital asset sales funds for the Railroad Drive project once the City receives the State Infrastructure Bank loan funds.

.

BACKGROUND:

In July of 2024 City Council approved the use of Capital Asset sales funding as a source of matching funds for the Railroad Drive Reconstruction and Widening project and other RMS 2050 projects. In April, 2025 Council approved the use of SIB loans to fund the city's match and local contribution for federally funded transportation projects. Now that the State Infrastructure Bank Loan agreements are in the process of being executed, the Capital Asset sales funding will no longer be needed for the this project and can be returned. This resolution rescinds the approval to use Capital Asset Sales fund once the SIB loan funds are received by the City.

COUNCIL OPTIONS:

Approve the Resolution - use of Capital Assets funds for this project will be rescinded once the SIB loan funds are received
Deny the resolution - Capital Assets funds will continue to be allocated for this project

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

NA

RELATED CITY POLICIES:

NA

PRIOR COUNCIL ACTION:

July 1, 2024 - Council approved a resolution to allocate funds from capital asset sales to fund the City of El Paso's local match obligation for this project

LEGAL REVIEW:

☐ *Legal counsel reviewed as a part of Council packet*

☑ *Legal counsel reviewed in advance of packet as an individual item*

AMOUNT AND SOURCE OF FUNDING:

NA

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

N/A

FOR MORE INFORMATION:

Joaquin Rodriguez 915-268-5148 RodriguezJ2@elpasotexas.gov

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

SIGNATURE: Joaquin Rodriguez

Digitally signed by Joaquin Rodriguez
Date: 2026.05.26 09:32:09 -06'00'

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

RESOLUTION

WHEREAS, on July 1, 2024, the El Paso City Council approved a Resolution authorizing the allocation of funds from capital asset sales to fund the City of El Paso's local match obligations for projects identified in the El Paso Metropolitan Planning Organization – Transportation Policy Board's RMS 2050 MTP and RMS 2023-2026 TIP, which included the Reconstruction of Railroad Drive Project ("Railroad Drive Project") (the "Resolution of July 1, 2024"); and

WHEREAS, for clarity and reference, an executed copy of the Resolution of July 1, 2024 is attached hereto as Attachment "A"; and

WHEREAS, on July 7, 2026, the City Council approved a Resolution authorizing the execution of a loan agreement for $4,067,000.00 with the State Infrastructure Bank, with such loan funds to be used, in part, to fund the local match costs of the Railroad Drive Project; and

WHEREAS, the City Council desires to, upon receipt of the SIB loan funds, rescind its approval of the use of funds from the sale of capital assets for the Railroad Drive Project, due to the availability of State Infrastructure Bank loan funding for this purpose.

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

That City Council approval granted in the Resolution of July 1, 2024 to allocate funds from capital asset sales to fund the City of El Paso's local match obligation for the Railroad Drive Project is rescinded upon the City of El Paso's receipt of State Infrastructure Bank loan funds, due to the availability of State Infrastructure Bank loan funding for this purpose.

That, except as herein modified, the Resolution of July 1, 2024 remains in full force and effect.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laure D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Robert Cortinas
Chief Financial Officer

HQ 26-CID-1727| Trans#8175
Resolution – Rescinding approval of capital asset sales for Railroad Drive Project
RAB

Attachment A

Resolution

WHEREAS, The City of El Paso ("City") is part of The El Paso Metropolitan Planning Organization (EPMPO); the metropolitan planning organization for El Paso County, Texas, southern Doña Ana County, New Mexico, and a portion of Otero County, New Mexico; and

WHEREAS, on January 20, 2023, the EPMPO Transportation Policy Board (the "TPB") unanimously approved amending the RMS 2050 MTP and RMS 2023-2026 TIP which included various projects throughout the City of El Paso ("City MTP & TIP Projects"); and

WHEREAS, the City had previously not identified funds to meet the local funding contribution and match obligations ("City MPO Match") associated with the RMS 2050 MTP and RMS 2023-2026 TIP required to implement the projects in the City; and

WHEREAS, the current shortfalls for FY24 and FY25 are estimated at ($6,890,000.00) and $11,181,092.60 respectively; and

WHEREAS, City anticipates having funds available from capital asset sales to pay for completion of the MPO match projects;

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

That the City Council hereby approves the allocation of funds from capital asset sales to fund the City MPO Match for the purpose of funding the completion of projects benefitting the City as identified in the RMS 2050 MTP and RMS 2023-2026 TIP; and

That said allocation from capital asset sales will be encumbered only in amounts realized by the City upon the closing of the various capital asset sales; and

That the City Manager be authorized to execute any and all documents required to effectuate the above-described City MTP & TIP Projects; and

That the City Manager or designee is authorized to establish the funding sources, once available through capital asset sales, and make any budget transfers necessary to provide City MPO Match required to pursue the City MTP & TIP Projects.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

APPROVED this 1st day of July, 2024.

THE 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:

Robert Cortinas
Chief Financial Officer

File #: 26-0698, **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
Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065
Capital Improvement Department, Margaret Schroeder, (915) 212-0065

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 City Council approval granted in the Resolution of July 1, 2024 to allocate funds from capital asset sales to fund the City of El Paso's local match obligation for the Sun Valley Project is rescinded upon the City of El Paso's receipt of State Infrastructure Bank loan funds, due to the availability of State Infrastructure Bank loan funding for this purpose, and that, except as herein modified, the Resolution of July 1, 2024 remains in full force and effect.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: CID Grant Funded Program & Fire Department

AGENDA DATE: 6/9/26

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME: Joaquin Rodriguez **PHONE NUMBER:** 915-212-0065

2nd CONTACT PERSON NAME: Margaret Schroeder **PHONE NUMBER:** 915-212-0065

DISTRICT(S) AFFECTED: 4

AGENDA ITEM:

A resolution that City Council approval granted in the Resolution of July 1, 2024 to allocate funds from capital asset sales to fund the City of El Paso's local match obligation for the Sun Valley Project is rescinded upon the City of El Paso's receipt of State Infrastructure Bank loan funds, due to the availability of State Infrastructure Bank loan funding for this purpose, and that, except as herein modified, the Resolution of July 1, 2024 remains in full force and effect.

ISSUE STATEMENT:

This action asks City Council to approve a resolution that rescinds the allocation of capital asset sales funds for the Sun Valley Street Improvements project once the City receives the State Infrastructure Bank loan funds.

.

BACKGROUND:

In July of 2024 City Council approved the use of Capital Asset sales funding as a source of matching funds for the Sun Valley Street Improvements project and other RMS 2050 projects. In April, 2025 Council approved the use of SIB loans to fund the city's match and local contribution for federally funded transportation projects. Now that the State Infrastructure Bank Loan agreements are in the process of being executed, the Capital Asset sales funding will no longer be needed for the this project and can be returned. This resolution rescinds the approval to use Capital Asset Sales fund once the SIB loan funds are received by the City.

COUNCIL OPTIONS:

Approve the Resolution - use of Capital Assets funds for this project will be rescinded once the SIB loan funds are received
Deny the resolution - Capital Assets funds will continue to be allocated for this project

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

NA

RELATED CITY POLICIES:

NA

PRIOR COUNCIL ACTION:

July 1, 2024 - Council approved a resolution to allocate funds from capital asset sales to fund the City of El Paso's local match obligation for this project

LEGAL REVIEW:

☐ *Legal counsel reviewed as a part of Council packet*

☑ *Legal counsel reviewed in advance of packet as an individual item*

AMOUNT AND SOURCE OF FUNDING:

NA

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

N/A

FOR MORE INFORMATION:

Joaquin Rodriguez 915-268-5148 RodriguezJ2@elpasotexas.gov

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

SIGNATURE: Joaquin Rodriguez

Digitally signed by Joaquin Rodriguez
Date: 2026.05.26 09:32:36 -06'00'

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

RESOLUTION

WHEREAS, on July 1, 2024, the El Paso City Council approved a Resolution authorizing the allocation of funds from capital asset sales to fund the City of El Paso's local match obligations for projects identified in the El Paso Metropolitan Planning Organization – Transportation Policy Board's RMS 2050 MTP and RMS 2023-2026 TIP, which included the Sun Valley Street Improvements Project ("Sun Valley Project") (the "Resolution of July 1, 2024"); and

WHEREAS, for clarity and reference, an executed copy of the Resolution of July 1, 2024 is attached hereto as Attachment "A"; and

WHEREAS, on July 7, 2026, the City Council approved a Resolution authorizing the execution of a loan agreement for $484,000.00 with the State Infrastructure Bank, with such loan funds to be used, in part, to fund the local match costs of the Sun Valley Project; and

WHEREAS, the City Council desires to, upon the City's receipt of the SIB loan funds, rescind its approval of the use of funds from the sale of capital assets for the Sun Valley Project, due to the availability of State Infrastructure Bank loan funding for this purpose.

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

That City Council approval granted in the Resolution of July 1, 2024 to allocate funds from capital asset sales to fund the City of El Paso's local match obligation for the Sun Valley Project is rescinded upon the City of El Paso's receipt of State Infrastructure Bank Loan funds, due to the availability of State Infrastructure Bank loan funding for this purpose.

That, except as herein modified, the Resolution of July 1, 2024 remains in full force and effect.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laure D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Robert Cortinas
Chief Financial Officer

Attachment A

Resolution

WHEREAS, The City of El Paso ("City") is part of The El Paso Metropolitan Planning Organization (EPMPO); the metropolitan planning organization for El Paso County, Texas, southern Doña Ana County, New Mexico, and a portion of Otero County, New Mexico; and

WHEREAS, on January 20, 2023, the EPMPO Transportation Policy Board (the "TPB") unanimously approved amending the RMS 2050 MTP and RMS 2023-2026 TIP which included various projects throughout the City of El Paso ("City MTP & TIP Projects"); and

WHEREAS, the City had previously not identified funds to meet the local funding contribution and match obligations ("City MPO Match") associated with the RMS 2050 MTP and RMS 2023-2026 TIP required to implement the projects in the City; and

WHEREAS, the current shortfalls for FY24 and FY25 are estimated at ($6,890,000.00) and $11,181,092.60 respectively; and

WHEREAS, City anticipates having funds available from capital asset sales to pay for completion of the MPO match projects;

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

That the City Council hereby approves the allocation of funds from capital asset sales to fund the City MPO Match for the purpose of funding the completion of projects benefitting the City as identified in the RMS 2050 MTP and RMS 2023-2026 TIP; and

That said allocation from capital asset sales will be encumbered only in amounts realized by the City upon the closing of the various capital asset sales; and

That the City Manager be authorized to execute any and all documents required to effectuate the above-described City MTP & TIP Projects; and

That the City Manager or designee is authorized to establish the funding sources, once available through capital asset sales, and make any budget transfers necessary to provide City MPO Match required to pursue the City MTP & TIP Projects.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

APPROVED this 1st day of July, 2024.

THE 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:

Robert Cortinas
Chief Financial Officer

File #: 26-0699, **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) 212-0065
Capital Improvement Department, Margaret Schroeder, (915) 212-0065

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 City Council approval granted in the Resolution of July 1, 2024 to allocate funds from capital asset sales to fund the City of El Paso's local match obligation for the Traffic Management Center Updates Phases 2 and 3 (TMCU) Project is rescinded upon the City of El Paso's receipt of State Infrastructure Bank loan funds, due to the availability of State Infrastructure Bank loan funding for this purpose, and that, except as herein modified, the Resolution of July 1, 2024 remains in full force and effect.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: CID Grant Funded Program & Fire Department

AGENDA DATE: 6/9/26

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME: Joaquin Rodriguez **PHONE NUMBER:** 915-212-0065

2nd CONTACT PERSON NAME: Margaret Schroeder **PHONE NUMBER:** 915-212-0065

DISTRICT(S) AFFECTED: Citywide

AGENDA ITEM:

A resolution that City Council approval granted in the Resolution of July 1, 2024 to allocate funds from capital asset sales to fund the City of El Paso's local match obligation for the TMCU Project is rescinded upon the City of El Paso's receipt of State Infrastructure Bank loan funds, due to the availability of State Infrastructure Bank loan funding for this purpose, and that, except as herein modified, the Resolution of July 1, 2024 remains in full force and effect.

ISSUE STATEMENT:

This action asks City Council to approve a resolution that rescinds the allocation of capital asset sales funds for the Traffic Management Center Upgrades project once the City receives the State Infrastructure Bank loan funds.

.

BACKGROUND:

In July of 2024 City Council approved the use of Capital Asset sales funding as a source of matching funds for the Traffic Management Center Upgrades project and other RMS 2050 projects. In April, 2025 Council approved the use of SIB loans to fund the city's match and local contribution for federally funded transportation projects. Now that the State Infrastructure Bank Loan agreements are in the process of being executed, the Capital Asset sales funding will no longer be needed for the this project and can be returned. This resolution rescinds the approval to use Capital Asset Sales fund once the SIB loan funds are received by the City.

COUNCIL OPTIONS:

Approve the Resolution - use of Capital Assets funds for this project will be rescinded once the SIB loan funds are received
Deny the resolution - Capital Assets funds will continue to be allocated for this project

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

NA

RELATED CITY POLICIES:

NA

PRIOR COUNCIL ACTION:

July 1, 2024 - Council approved a resolution to allocate funds from capital asset sales to fund the City of El Paso's local match obligation for this project

LEGAL REVIEW:

☐ *Legal counsel reviewed as a part of Council packet*

☑ *Legal counsel reviewed in advance of packet as an individual item*

AMOUNT AND SOURCE OF FUNDING:

NA

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

N/A

FOR MORE INFORMATION:

Joaquin Rodriguez 915-268-5148 RodriguezJ2@elpasotexas.gov

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

SIGNATURE: _____

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

RESOLUTION

WHEREAS, on July 1, 2024, the El Paso City Council approved a Resolution authorizing the allocation of funds from capital asset sales to fund the City of El Paso's local match obligations for projects identified in the El Paso Metropolitan Planning Organization – Transportation Policy Board's RMS 2050 MTP and RMS 2023-2026 TIP, which included the Traffic Management Center Updates Phases 2 and 3 Project ("TMCU Project"); and

WHEREAS, for clarity and reference, an executed copy of the Resolution of July 1, 2024 is attached hereto as Attachment "A"; and

WHEREAS, on July 7, 2026, the City Council approved a Resolution authorizing the execution of a loan agreement for $6,000,000.00 with the State Infrastructure Bank, with such loan funds to be used, in part, to fund the local match costs of the TMCU Project; and

WHEREAS, the City Council desires to, upon the City's receipt of the SIB loan funds, rescind its approval of the use of funds from the sale of capital assets for the TMCU Project, due to the availability of State Infrastructure Bank loan funding for this purpose.

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

That City Council approval granted in the Resolution of July 1, 2024 to allocate funds from capital asset sales to fund the City of El Paso's local match obligation for the TMCU Project is rescinded upon the City of El Paso's receipt of State Infrastructure Bank loan funds, due to the availability of State Infrastructure Bank loan funding for this purpose.

That, except as herein modified, the Resolution of July 1, 2024 remains in full force and effect.

CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laure D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Robert Cortinas
Chief Financial Officer

HQ 26-CID-1725| Trans#8173
Resolution – Rescinding approval of capital asset sales for TMCU Project
RAB

Attachment A

Resolution

WHEREAS, The City of El Paso ("City") is part of The El Paso Metropolitan Planning Organization (EPMPO); the metropolitan planning organization for El Paso County, Texas, southern Doña Ana County, New Mexico, and a portion of Otero County, New Mexico; and

WHEREAS, on January 20, 2023, the EPMPO Transportation Policy Board (the "TPB") unanimously approved amending the RMS 2050 MTP and RMS 2023-2026 TIP which included various projects throughout the City of El Paso ("City MTP & TIP Projects"); and

WHEREAS, the City had previously not identified funds to meet the local funding contribution and match obligations ("City MPO Match") associated with the RMS 2050 MTP and RMS 2023-2026 TIP required to implement the projects in the City; and

WHEREAS, the current shortfalls for FY24 and FY25 are estimated at ($6,890,000.00) and $11,181,092.60 respectively; and

WHEREAS, City anticipates having funds available from capital asset sales to pay for completion of the MPO match projects;

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

That the City Council hereby approves the allocation of funds from capital asset sales to fund the City MPO Match for the purpose of funding the completion of projects benefitting the City as identified in the RMS 2050 MTP and RMS 2023-2026 TIP; and

That said allocation from capital asset sales will be encumbered only in amounts realized by the City upon the closing of the various capital asset sales; and

That the City Manager be authorized to execute any and all documents required to effectuate the above-described City MTP & TIP Projects; and

That the City Manager or designee is authorized to establish the funding sources, once available through capital asset sales, and make any budget transfers necessary to provide City MPO Match required to pursue the City MTP & TIP Projects.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

APPROVED this 1st day of July, 2024.

THE 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:

Robert Cortinas
Chief Financial Officer

File #: 26-0680, **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 and 7
Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065
Capital Improvement Department, Margaret Schroeder, (915) 212-0065

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 hereby accepts the State Infrastructure Bank (SIB) loan agreement in its substantially final form in order to secure receipt of funds in the amount of Four Hundred Fifty-Eight Thousand Dollars ($458,000.00), to be fully repaid over no more than twenty five (25) years, for SIB loan number S2026-005-07 Playa Drain Shared Use Path, to finance the City's local match and actual cost of construction, environmental, utility relocation, engineering, and right of way acquisition of the Project, that the City Council hereby authorizes the City Manager to execute the State Infrastructure Bank loan agreement, together with all required documentation, to effectuate the City's intent to borrow such funds, and that the City Council further authorizes the City Manager to take or perform any actions required for implementation of this Resolution to receive funding from the State Infrastructure Bank and authorizes the City Manager, or designee, to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: CID Grant Funded Program & Fire Department

AGENDA DATE: 6/9/26

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME: Joaquin Rodriguez **PHONE NUMBER:** 915-212-0065

2nd CONTACT PERSON NAME: Margaret Schroeder **PHONE NUMBER:** 915-212-0065

DISTRICT(S) AFFECTED: 3, 7

AGENDA ITEM:

A resolution that the City Council hereby accepts the State Infrastructure Bank loan agreement in its substantially final form in order to secure receipt of funds in the amount of Four Hundred Fifty-Eight Thousand Dollars ($458,000.00), to be fully repaid over no more than twenty five (25) years, for SIB loan number S2026-005-07 Playa Drain Shared Use Path, to finance the City's local match and actual cost of construction, environmental, utility relocation, engineering, and right of way acquisition of the Project, that the City Council hereby authorizes the City Manager to execute the State Infrastructure Bank loan agreement, together with all required documentation, to effectuate the City's intent to

ISSUE STATEMENT:

This action asks City Council to approve a resolution that authorizes the City Manager to execute a loan agreement for $458,000 with the State Infrastructure Bank Transportation Loan Program to finance the City's local match and local contribution for the Playa Drain Shared Use Path Knights to Midway.

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BACKGROUND:

In April, 2025 Council approved the use of SIB loans to fund the city's match and local contribution for federally funded transportation projects. The next step is to execute loan agreements for those projects previously approved by Council. The loan for the Playa Drain Shared Use Path Knights to Midway will be used to cover the local match and local contribution for this federally funded infrastructure investment.

COUNCIL OPTIONS:

Approve the Resolution - the loan agreement will be executed
Deny the resolution - the loan agreement will not be executed

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

April 10, 2025 - Financial Oversight and Audit Committee

RELATED CITY POLICIES:

NA

PRIOR COUNCIL ACTION:

April 29, 2025 - Council approved a resolution to authorize the City Manager to execute loan applications for eligible FY 25-28 transportation projects

LEGAL REVIEW:

☐ *Legal counsel reviewed as a part of Council packet*

☑ *Legal counsel reviewed in advance of packet as an individual item*

AMOUNT AND SOURCE OF FUNDING:

$458,000 -TxDOT State Infrastructure Bank (SIB) - Transportation Loan Program

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

N/A

FOR MORE INFORMATION:

Joaquin Rodriguez 915-268-5148 RodriguezJ2@elpasotexas.gov

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

SIGNATURE: Joaquin Rodriguez

Digitally signed by Joaquin Rodriguez
Date: 2026.05.22 07:43:53 -06'00'

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

RESOLUTION

WHEREAS, the State Infrastructure Bank, operated by the Texas Department of Transportation, is a revolving loan fund; and

WHEREAS, the City of El Paso (the "City") is developing a project for Playa Drain Shared Use Path, identified as CSJ #s 0924-06-728 ("Project"); and

WHEREAS, the City deems it proper and in the best interest of the City to execute a loan agreement from the State Infrastructure Bank in the amount of Four Hundred Fifty-Eight Thousand Dollars ($458,000.00) to be used for the development of the Project, including the City's local match and the actual cost of construction, environmental, utility relocation, engineering, and right of way acquisition of the Project; and

WHEREAS, the City is qualified to apply for and obtain financial assistance from the State Infrastructure Bank for this purpose; and

WHEREAS, on April 29, 2025 the City Council approved a Resolution authorizing the submission of a loan application to the State Infrastructure Bank.

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

Section 1. That the City Council hereby accepts the State Infrastructure Bank loan agreement in its substantially final form in order to secure receipt of funds in the amount of Four Hundred Fifty-Eight Thousand Dollars ($458,000.00), to be fully repaid over no more than twenty-five (25) years, for SIB loan number S2026-005-07 Playa Drain Shared Use Path, to finance the City's local match and actual cost of construction, environmental, utility relocation, engineering, and right of way acquisition of the Project.

Section 2. That the City Council hereby authorizes the City Manager to execute the State Infrastructure Bank loan agreement, together with all required documentation, to effectuate the City's intent to borrow such funds.

Section 3. That the City Council further authorizes the City Manager to take or perform any actions required for implementation of this Resolution to receive funding from the State Infrastructure Bank and authorizes the City Manager, or designee, to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended.

(Signatures begin on the following page)

APPROVED this ____ day of _____, 2026.

CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Joaquin Rodriguez, Director
CID Grant Funded Programs

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

STATE INFRASTRUCTURE BANK LOAN AGREEMENT

This State Infrastructure Bank Loan Agreement (Agreement) is made by and between the Texas Transportation Commission (Commission) acting by and through the Texas Department of Transportation (Department), an agency of the State of Texas (State), and City of El Paso (Borrower), a political subdivision of the State of Texas, located in El Paso County, Texas.

W I T N E S S E T H

WHEREAS, the Secretary of Transportation of the United States Department of Transportation is authorized by the National Highway System Designation Act (Section 350 of Public Law 104-59) to enter into cooperative agreements with certain states, including Texas, to establish a state infrastructure bank for the purpose of making loans and providing other financial assistance to public and private entities, so as to encourage public and private investment in transportation facilities, expand the availability of funding for transportation projects, and reduce state costs; and

WHEREAS, the Texas Legislature established the State Infrastructure Bank (SIB) as an account in the State Highway Fund to be administered by the Texas Transportation Commission (Transportation Code, Chapter 222, Subchapter D); and

WHEREAS, the Texas Transportation Commission has adopted rules to implement the SIB program, including eligibility criteria for financial assistance (Title 43, Texas Administrative Code (TAC), Part 1, Chapter 6); and

WHEREAS, the Borrower is developing a project in El Paso County, Texas for the Playa Drain Shared Use Paths, identified as CSJ # 0924-06-728 (Project). The Borrower is providing a local match and the actual cost of construction, environmental, engineering, utility relocation, and right of way acquisition necessary for the Project pursuant to the Advance Funding Agreement For Congestion Mitigation Air Quality (CMAQ) Off-System, dated June 5, 2024; attached hereto as **Exhibit E**; and

WHEREAS, the Borrower is a public entity in Texas and is authorized by law to construct, maintain, or finance the Borrower's local match and actual cost of the Project and may borrow money from the SIB under Texas Transportation Code §222.0745 for that purpose; and

WHEREAS, in accordance with 43 TAC §6.23, the Borrower submitted an application to the Department seeking to borrow Fourteen Million Eight Hundred Twenty-Two Thousand Dollars ($14,822,000) from the SIB to pay for the development of five (5) metropolitan planning organization projects, including to pay for the Borrower’s local match and the actual

cost of construction, environmental, engineering, utility relocation, and right of way acquisition of the Project; and

WHEREAS, in accordance with 43 TAC §6.32(c)(2): (1) the Project is consistent with the metropolitan transportation plan developed by a metropolitan planning organization, if applicable; (2) the Project will improve the efficiency of the State's transportation systems; (3) the Project will expand the availability of funding for transportation Projects or reduce direct State costs; and (4) the application shows that the Project and the applicant are likely to have sufficient revenues to assure repayment of the financial assistance; and

WHEREAS, in accordance with 43 TAC §6.32(d), if 43 TAC Chapter 2 applies to the project, as provided under 43 TAC §2.3, construction of the project, other than construction activities described in Title 23, United States Code, §101(a)(4)(A), may not begin before an environmental review under Chapter 2 is completed; and

WHEREAS, the Borrower passed a Resolution on April 29, 2025, authorizing the SIB loan application in the amount of up to Thirty-Nine Million One Hundred Twenty Thousand ($39,120,000) for various projects including the Project. The above-referenced resolution is attached hereto as **Exhibit A**; and

WHEREAS, in accordance with 43 TAC §6.32, the Department reviewed, analyzed, and found the application to be in compliance with the requirements of 43 TAC Chapter 6; and

WHEREAS, the Texas Transportation Commission, in Minute Order No. 117114 dated January 29, 2026, attached hereto as **Exhibit B,** granted final approval of the application from the Borrower to borrow up to Fourteen Million Eight Hundred Twenty-Two Thousand Dollars ($14,822,000) from the SIB for the development of five (5) metropolitan planning organization projects identified as Railroad Drive Reconstruction, Sun Valley Street Improvements, Playa Drain Shared Used Path, Sunland Park Shared Use Path, and Traffic Management Center Updates, and authorized the Executive Director of the Department or his designee to enter into a financial assistance agreement with the Borrower to finance the Borrower's local match and the actual cost of construction, environmental, engineering, utility relocation, and right of way acquisition of the Project; and

WHEREAS, the Borrower and the Department intend to enter into five (5) separate SIB loan agreements for each of the identified projects not to exceed Fourteen Million Eight Hundred Twenty-Two Thousand Dollars (14,822,00); and

WHEREAS, the initial amounts of the SIB loan agreements will be Four Million Sixty-Seven Thousand Dollars ($4,067,000) for SIB loan number S2026-006-08 Railroad Drive Reconstruction, Four Hundred Eighty-Four Thousand Dollars ($484,000) for SIB loan number S2026-007-09 Sun Valley Street Improvements, Four Hundred Fifty-Eight Thousand Dollars ($458,000) for SIB loan number S2026-005-07 Playa Drain Shared Used Path, Three Million Eight Hundred Thirteen Thousand Dollars ($3,813,000) for SIB loan number S2026-008-10 Sunland Park Shared Use Path, and Six Million Dollars ($6,000,000) for SIB loan number S2026-001-05 Traffic Management Center Updates; and

WHEREAS, the Borrower also passed Resolution No. on , authorizing the Borrower's City Manager to enter into this Agreement for a loan in the amount of ($), attached hereto as **Exhibit C**; and

WHEREAS, the Borrower has submitted a certificate warranting that the proposed security is eligible to be used to repay the loan and that the financial assistance will not violate any of the borrowing or bond commitments the borrower may have in place; and

WHEREAS, the Department has determined that the money in the SIB to be used to make the loan is "secondary funds" and "financial assistance from other than general obligation bond proceeds," as those terms are used in 43 TAC Chapter 6; and

WHEREAS, the Borrower will repay the loan with funds other than federal funds.

NOW, THEREFORE, the Department and the Borrower agree as follows:

A G R E E M E N T

Article 1. Financial Assistance.

A. SIB Loan. The Department, on behalf of the Commission, will make a loan to the Borrower in the amount of Four Hundred Fifty-Eight Thousand Dollars ($458,000) from the SIB (SIB Loan) to finance the Borrower's local match and the actual cost of construction, environmental, engineering, utility relocation, and right of way acquisition of the Project.

B. Conditions to Loan Disbursement. Prior to funds being disbursed pursuant to Article 1(C) and in accordance with 43 TAC Chapter 6, an environmental review of the Project, in compliance with the Department's environmental rules in 43 TAC Chapter 2, must be conducted as part of the Department's environmental assessment of the Project.

C. SIB Loan Disbursement. On each Disbursement Date as shown on **Exhibit D**, the Department will transfer the amounts shown in Exhibit D for a total of Four Hundred Fifty-Eight Thousand Dollars ($458,000) from the SIB (SIB Loan Proceeds) to the Borrower for deposit with the Borrower's depository bank Wells Fargo Bank N.A., located in El Paso, Texas, into an account established by the Borrower with its depository bank or investment pool as prescribed by state law (Project Account). The Borrower shall use the SIB Loan Proceeds for payment of the Borrower's local match and the actual cost of construction, environmental, engineering, utility relocation, and right of way acquisition of the Project. The Borrower shall not use the SIB Loan Proceeds for any purpose other than that described in this Agreement.

The investment of any SIB Loan Proceeds shall be handled in a manner that complies with the Public Funds Investment Act, Texas Government Code, Chapter 2256. The SIB Loan Proceeds shall be adequately collateralized in a manner that complies with the Public Funds Collateral Act, Texas Government Code, Chapter 2257. The depository bank shall not commingle funds in the Project Account with any other funds held by the depository bank or the investment pool. If, during the course of this Agreement, the Borrower wishes to change

its depository bank or investment fund, the Borrower shall obtain the Department's approval prior to the transfer of any remaining SIB Loan Proceeds or any other funds into an equivalent account in the new depository bank or investment fund, subject to the same security and fund segregation requirements described in this Agreement.

Interest earned on the SIB Loan Proceeds can only be used to pay for eligible costs of the Project or to prepay the loan under Article 1, Section I.

D. Security Provisions.

(1) Pledge of Tax Revenues.

The Borrower hereby covenants and agrees to secure and repay the SIB Loan and accrued interest hereon pursuant to the terms of this Agreement from the Borrower's ad valorem tax revenues, and that the Department has a contractual right to and pledge of such revenues to guarantee repayment. The Borrower hereby agrees that during each year while the SIB Loan is outstanding and unpaid, the Borrower shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the funds required to pay the interest on the SIB Loan as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the SIB Loan as such principal matures (but never less than 2% of the original principal amount of the SIB Loan as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the Borrower, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property within the Borrower's jurisdiction for each year while any of the SIB Loan is outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund (defined below). Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the SIB Loan, as such interest comes due and such principal matures, are hereby pledged to such payment, within the limits prescribed by law. The amount of taxes to be levied annually for the payment of principal of and interest on the SIB Loan shall be determined and accomplished in the following manner:

(a) The Borrower's annual budget, beginning the year in which this Agreement becomes effective, shall reflect (i) the amount of principal and interest on the SIB Loan to become due in the next succeeding Fiscal Year of the Borrower, and (ii) the amount of ad valorem tax revenues or other lawfully available funds estimated and budgeted to be available for the payment of the principal of and interest on the SIB Loan during the next succeeding Fiscal Year of the Borrower.

(b) The amount required to be provided each Fiscal Year throughout the duration of this Agreement shall be the amount, if any, by which the principal and interest to be paid on the SIB Loan in the next succeeding Fiscal Year of the Borrower exceeds the sum of (i) the amount of Pledged Revenues shown to be on deposit in the Interest and Sinking Fund (after giving effect to any payments required to be made during the remainder of the then current Fiscal Year) at the time the annual budget is prepared, and (ii) the Pledged

Revenues or other lawfully available funds shown to be budgeted and available (subject to the requirements of any prior lien obligations) for payment of said debt service requirements.

(c) The Borrower shall budget an amount of ad valorem tax revenue sufficient to pay the annual payment of the SIB Loan. Following the final approval of the annual budget of the Borrower, the governing body of the Borrower shall levy an ad valorem tax at a rate sufficient to produce taxes in the amount determined in paragraph (b) above, to be utilized for purposes of paying the principal of and interest on the SIB Loan in the next succeeding Fiscal Year of the Borrower.

(2) Perfection of Security Interest.

Chapter 1208, Texas Government Code, applies to the execution and delivery of the SIB Loan and the pledge of revenues granted by the Borrower herein, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the SIB Loan is outstanding and unpaid such that the pledge of revenues granted by the Borrower pursuant to the paragraph above is to be subject to the filing requirements of Chapter 9, Texas Business and Commerce Code, then in order to preserve to the Department the perfection of the security interest on the pledged revenues in Article I of this Agreement, the Borrower agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

E. Loan Repayment. The SIB Loan is to be repaid over a period of no more than Twenty Five (25) years, with a final maturity date of August 15, 2050, in accordance with the amortization schedule attached to this Agreement as **Exhibit D**. Principal due on the SIB Loan shall be due annually beginning on August 15, 2026, and on each August 15 thereafter including the final principal payment date as shown on **Exhibit D** attached hereto (each a Principal Payment Date), and in the amounts (each a Principal Payment) as shown on **Exhibit D** attached hereto.

The SIB Loan shall bear interest from the Deposit Date as shown on **Exhibit D** at the rate of 3.44% per annum (Loan Rate), such interest to be calculated on the basis of a 360-day year composed of twelve 30-day months (each an Interest Payment). Interest Payments will be due annually beginning on August 15, 2026, and on each August 15 thereafter in the years as shown on **Exhibit D** attached hereto (each an Interest Payment Date). The Principal Payment Dates and the Interest Payment Dates are collectively referred to as (Payment Dates). If a Payment Date is not on a business day, the Interest Payment and/or Principal Payment due shall be made on the next following business day.

F. Draw of Funds from Project Account. SIB Loan funds in the Project Account shall only be drawn upon by the Borrower and used for Project costs as described in this Agreement. All draws from the Project Account for such costs related to the Project shall be in accordance with a requisition prepared by or approved by the Borrower, and all such requisitions and Project costs shall be subject to the review and approval of the Department.

G. Interest and Sinking Fund. The Borrower shall establish at its depository bank a SIB Loan Interest and Sinking Fund. Interest Payments due on the SIB Loan and each Principal Payment due on the SIB Loan shall be deposited into this Interest and Sinking Fund by the Borrower prior to each Payment Date. On or before each Payment Date, the Borrower shall cause its depository bank to transfer from the SIB Loan Interest and Sinking Fund to the Department, the applicable Interest Payment and/or Principal Payment as set forth in this Agreement.

H. Advances. The repayment of all or any portion of the SIB Loan shall not entitle the Borrower to any subsequent advances from the Department, nor shall the Department have any obligation to advance to or for the benefit of the Borrower any amount in excess of the SIB Loan. All costs incurred by the Borrower for its portion of the Project in excess of the par amount of the SIB Loan shall be the responsibility of the Borrower.

I. Prepayment.

(1) Voluntary Prepayment. Principal due on the SIB Loan and interest accrued at the Loan Rate through and including the date of prepayment may be prepaid by the Borrower without penalty, in whole or in part, on any business day.

(2) Mandatory Prepayment. Should the Project or this Agreement be terminated for any reason or should any amounts of disbursed SIB Loan Proceeds not be applied to pay Project costs, the Borrower shall return any misapplied SIB Loan Proceeds or unexpended portion of the SIB Loan Proceeds to the Department as a prepayment.

(3) Application of Prepayments. Upon receipt of a prepayment from the Borrower of a portion (and not the whole) of the outstanding principal amount of the SIB Loan the Department shall apply such prepayment to the outstanding principal due on the SIB Loan;

(4) Upon either voluntary or mandatory prepayment, the remaining principal due on the SIB Loan will be re-amortized over the term of the SIB Loan and **Exhibit D** will be revised by the Department to reflect the remaining Principal Payments and the revised Interest Payments due; and

(5) Such revised **Exhibit D** shall be submitted to the Borrower to be attached to and become an integral part of this Agreement.

J. Late Payment. Payments not received by the applicable Payment Date will bear interest at the Loan Rate (with overdue interest as well as overdue principal bearing interest) until paid. Such additional interest shall be calculated by the Department on the basis of a 360-day year composed of twelve 30-day months. The parties may prepare a revised **Exhibit D** (amortization schedule) showing the increase in interest due resulting from late payment, default, or pursuant to other terms and conditions of this Agreement.

K. Payment with Federal Funds. The Borrower hereby covenants and agrees that federal funds will not be used to make payments due on the SIB Loan.

L.

Article 2. Use of SIB Loan for Project Costs

The Borrower is developing the Project. The Borrower is responsible to fund the local match and the actual cost of construction, environmental, engineering, utility relocation, and right of way acquisition of the Project. The Borrower may use the SIB Loan only for the actual costs incurred by the Borrower for such local match and the actual cost of construction, environmental, engineering, utility relocation, and right of way acquisition necessary for the construction of the Project as detailed in this Agreement.

Article 3. Project Responsibilities for Projects

A. The SIB Loan Proceeds are "secondary funds" and "financial assistance from other than general obligation bond proceeds," as those terms are used in 43 TAC Chapter 6. However, if any federal funds will be used to pay for, or reimburse costs of, the Project, with respect to work on the Project, the Borrower and the Department are required to comply with the requirements of the United States Code, Title 23, for federal-aid highways. The Borrower and the Department must conduct all right-of-way or other land acquisitions, relocations, and utility adjustments in accordance with the United States Code, Title 42 – The Public Health and Welfare, Chapter 61 – Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs (the Uniform Act) and the regulations issued thereunder.

B. The Borrower is responsible for funding its portion of Project costs in compliance with all applicable federal, state, and local laws, regulations, policies, and ordinances. The Department has certain rights and responsibilities related to the Project, including ensuring that the completion of the Project is performed in compliance with all applicable laws, regulations, and policies.

C. For state highway improvement project, all plans and specifications for the Project shall be in compliance with the current editions of the design and construction manuals of the Department, and the Standard Specifications for the Construction and Maintenance of Highways, Streets, and Bridges (the "Standard Specifications"), as they may apply. For work on projects not on the state highway system, plans and specifications must be, at a minimum, incompliance with applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

D. All construction plans shall be signed and dated by a professional engineer licensed by the State of Texas.

E. The actions and decisions regarding the Project made by the Department shall not be contestable by the Borrower.

F. The Borrower shall provide the Department and the Federal Highway Administration, or their authorized representatives, with right of entry or access to all properties or locations necessary to perform the work for the Project, inspect the work, or otherwise aid in the prompt pursuit of the work. The Borrower shall also provide the Department, the Federal Highway Administration, the Comptroller General of the United States, and the Texas State Auditor's Office, or their authorized representatives, with right of access to any books, documents, papers, or other records of the Borrower which are pertinent to the Project or its

financing as described in this Agreement, in order to make audits, examinations, excerpts, and transcripts, or to complete the Project accounting described in this Agreement.

Article 4. Project Accounting; Filing of Reports; Retention of Records

A. The Borrower shall account for: (i) all actual costs associated with the Borrower's local match and actual cost of the Project, and (ii) disbursements made to the Department, if any, associated with the Project using generally accepted accounting principles in the United States, as promulgated by the Governmental Accounting Standards Board or the Financial Accounting Standards Board, or pursuant to applicable federal or state laws or regulations. The Borrower shall maintain its books and records in accordance with generally accepted accounting principles in the United States, as promulgated by the Governmental Accounting Standards Board or the Financial Accounting Standards Board, or pursuant to applicable federal or State laws or regulations, and with all other applicable federal and state requirements. The Borrower will make its accounting records available at reasonable times to the Department for inspection during performance of the Borrower's work related to the Project and upon its completion.

B. On each Principal Payment Date (until the next Principal Payment Date occurring after the year in which all SIB Loan Proceeds are expended), in a format prescribed by the department, the Borrower shall provide to the Department (one copy to the Department's District Office and one copy to the Department's SIB Administration Office) an accounting of the SIB Loan Proceeds expended (Annual Expenditure Report).

C. The Borrower shall also, at the Borrower's cost, have a full audit of its books and records performed annually by an independent certified public accountant selected by the Borrower and reasonably acceptable to the Department. The audit must be conducted in accordance with generally accepted auditing standards promulgated by the Financial Accounting Standards Board, the Governmental Accounting Standards Board, or the standards of the Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-profit Organizations, as applicable, and with all other applicable federal and state requirements. The Borrower shall cause the auditor to provide a full copy of the audit report and any other management letters or auditor's comments directly to the Department within a reasonable period of time after an audit report and any related documents have been provided to the Borrower's governing body.

D. The State Auditor may conduct an audit or investigation of the Borrower with respect to the funds received from the Department directly under this Agreement or of the payments received by third parties from the Borrower using the SIB Loan Proceeds. Acceptance of funds directly under this Agreement or indirectly through payments using SIB Loan Proceeds acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

E. The Borrower shall retain all original Project files, records, accounts, and supporting documents relating to the relocation of Borrower utilities needed for the Project until the later of the date that: (1) the Project is completed; (2) the SIB Loan has been paid in full; or (3)

the retention period required by State and federal law ends. The Borrower shall retain, or cause its auditor to retain, all work papers and reports relating to an audit performed pursuant to this Agreement until the fourth anniversary of the date of the audit report, unless the Department notifies the Borrower in writing of a later date for the end of the retention period. During the retention period, the Borrower shall make audit work papers available to the Department within 30 days of the date that the Department requests those papers.

F. All information submitted by the Borrower (annual financial/disclosure information and notices) to the Electronic Municipal Market Access ("EMMA") System of the Municipal Securities Rulemaking Board with respect to the Borrower's bonds and other similar obligations payable from the same revenues as the SIB Loan must be submitted to the Department, within 30 days of posting to EMMA. Such information may be submitted to the Department by hard copy or by notification to the Department of the Borrower's posting with EMMA, together with the applicable CUSIP number(s).

G. The Borrower shall submit to the Department within 30 days of the date of adoption the annual operating and capital budgets adopted by the Borrower each fiscal year under a trust agreement, indenture, bond resolution or ordinance, or equivalent document securing bonds or other obligations issued for a Project, and any amended or supplemental operating or capital budget, approved by the Borrower and certified as correct by its chief administrative officer or chief financial officer.

Article 5. Default

A. The Borrower shall be in default if it fails to repay the SIB Loan (the Principal Payments and the Interest Payments) or otherwise fails to comply with any term of this Agreement. The Department shall not be obligated to take further action nor resume its obligations under this Agreement until the Borrower is no longer in default. The Borrower shall reimburse the Department for all costs or other losses of funds resulting from any default or failure to perform by the Borrower.

B. The Borrower agrees that in the event of a default under this Agreement the Department may, by all legal and equitable means, require the Borrower and any appropriate official of the Borrower (acting solely in his/her official capacity) to remedy any default under, and carry out the provisions of, this Agreement, including specifically the use and filing of mandamus proceedings. Venue for any legal proceedings shall be in Travis County, Texas.

Article 6. Borrower Solely Responsible

The Borrower agrees that it is solely responsible for all losses, costs, expenses, penalties, claims, and liabilities due to activities of the Borrower and its agents, employees, officers, or contractors performed under this Agreement, and which result from an error, omission, or negligent act of the Borrower or any agent, employee, official, or contractor of the Borrower. Notwithstanding anything in this Agreement to the contrary, this provision shall survive any termination of this Agreement.

Article 7. Termination

This Agreement may be terminated upon the occurrence of any of the following conditions:

A. If both parties to this Agreement agree in writing to such termination; provided, however, that any such termination is specifically subject to the requirements of this Agreement;

B. If the Department is unable to advance the SIB Loan Proceeds to the Borrower, the Department shall terminate this Agreement and provide written notice thereof to the Borrower;

C. If the Borrower is in default on a Principal Payment or Interest Payment required under this Agreement, the Department may declare this Agreement to be terminated, or may exercise any of the rights granted the Department in this Agreement; but the payment obligations of the Borrower shall survive any such termination and shall continue in effect until discharged and satisfied; and

D. Upon repayment in full by the Borrower of the SIB Loan, and compliance by the Borrower with all other requirements of this Agreement, the Department shall execute and deliver to the Borrower a letter or other notice of payment, provided that, upon the execution and delivery of the written notice of payment by the Department, this Agreement shall automatically terminate, except with respect to any obligation of a party related to any losses, costs, expenses, penalties, claims, and liabilities due to the activities of a party, or any agent, employee, official, or contractor of a party, which obligations shall survive such termination.

Article 8. Notices

All notices to either party by the other party required under this Agreement will be delivered personally, via e-mail or sent by U.S. Mail, postage prepaid, addressed to such party at the following respective addresses:

Texas Transportation Commission: Texas Department of Transportation Attn: Project Finance and Toll Operations Division SIB Administration 125 East 11th Street Austin, TX 78701-2483 TexasSIB@txdot.gov	**Borrower**: City of El Paso Attn: Deputy City Manager – CFO 300 N. Campbell El Paso, TX 79901 rodriguezj2@elpasotexas.gov

All notices shall be deemed so delivered or deposited in the mail, unless otherwise provided herein. A party may change the above address by sending written notice of the change to the other party in the manner stated in this Article.

Article 9. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or

unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. In particular, but not by way of limitation, should all or any part of the pledge of security in this Agreement for any reason be held invalid, illegal or unenforceable in any respect, Borrower's obligations under this Agreement shall be treated as current expenses of the Borrower subject to the annual appropriation of lawfully available funds by the governing body of the Borrower for the payment of such obligations.

Article 10. Written Amendments

Any changes in the character, agreement, terms, or responsibilities of the parties must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by both parties. Notwithstanding the foregoing, revisions to **Exhibit D** that occur as contemplated in this Agreement must be in writing, but are not required to be executed by either party. Any amendment relating to the amount of the SIB Loan Proceeds shall not exceed an aggregate of Fourteen Million Eight Hundred Twenty-Two Thousand Dollars ($14,822,000) for SIB loan numbers S2026-006-08 Railroad Drive Reconstruction, S2026-007-09 Sun Valley Street Improvements, S2026-005-07 Playa Drain Shared Used Path, S2026-008-10 Sunland Park Shared Use Path, and S2026-001-05 Traffic Management Center Updates.

Article 11. Successors and Assigns

Except as provided in the next following sentence, this Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties. Each party is prohibited from assigning any of the rights or obligations conferred by this Agreement to any third party without the advance written approval of the other party. Any attempted assignment or other transfer of the rights or obligations of this Agreement without the consent of the other party shall be void and may be grounds for termination of this Agreement.

Article 12. Relationship of the Parties

Nothing in this Agreement shall be deemed or construed by the parties, or any third party, as creating the relationship of principal and agent between the Department and the Borrower.

Article 13. Interpretation

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

Article 14. Signatory Authority

Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement. Each signatory

on behalf of the Department and the Borrower, as applicable, is fully authorized to bind that entity to the terms of this Agreement.

Article 15. Taxable Obligations

The SIB Loan is not a “state or local bond” within the meaning of section 103(a) and (c) of the Internal Revenue Code of 1986, as amended; therefore, the interest on the SIB Loan is not excludable from the gross income of the holders thereof for federal income tax purposes.

*****SIGNATURE PAGES FOLLOW*****

Each party is signing this Agreement on the date stated next to that party's signature.

CITY OF EL PASO

By:_____ Date:_____
Dionne Mack
City Manager
City of El Paso

Approved As To Form:

_____
Roberta Brito
Senior Assistant City Attorney

TEXAS DEPARTMENT OF TRANSPORTATION

Executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission.

By:_____ Date:_____
Benjamin H. Asher
Project Finance and Toll Operations Division Director
Texas Department of Transportation

EXECUTION PAGE: SIB #S2026-005-07-01

EXHIBIT A

BORROWER'S RESOLUTION(S) AUTHORIZING LOAN APPLICATION

RECEIVED
By City Clerk's Office at 2:22 pm, Apr 16, 2025

RESOLUTION

WHEREAS, the State Infrastructure Bank, operated by the Texas Department of Transportation, is a revolving loan fund; and

WHEREAS, the estimated cost of the City of El Paso's portion of eligible transportation projects for FY 2025 through FY 2028 is $39,120,000.00; and

WHEREAS, the City Council for the City of El Paso deems it proper and in the best interest of the City of El Paso ("City") to apply for loans from the State Infrastructure Bank in an amount not to exceed $39,120,000.00 to be used towards the cost of the City of El Paso's portion of eligible transportation projects, including, but not limited to, roadway construction, right of way acquisition, utility relocation, local match and contingency costs; and

WHEREAS, the City is qualified to apply for and obtain financial assistance from the State Infrastructure Bank for this purpose.

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

THAT the City Council finds it is in the best interest of the City of El Paso to apply for loans from the State Infrastructure Bank in an amount not to exceed $39,120,000.00 to be used towards the cost of the City's portion of eligible transportation projects for FY 2025 through FY 2028, including, but not limited to, roadway construction, right of way acquisition, utility relocation, and local match costs.

THAT the City Council hereby authorizes the City Manager, or designee, to execute loan applications for eligible transportation projects from FY 2025 through FY 2028 from the State Infrastructure Bank and to submit the applications, together with all required documentation, to the Texas Department of Transportation for consideration.

THAT the list of applications to be submitted is attached hereto as Exhibit A and made a part hereof for all purposes.

(Signatures begin on the following page)

APPROVED this 29th day of April, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Joaquin Rodriguez
CID Grant Funded Programs Director

EXHIBIT A

Project Name	Year of Expenditure
FY 24	
Sean Haggerty Connection	FY 25
FY 25-28	
TMC Upgrades	FY 26
CBD IV	FY 26
Railroad Dr Reconstruction	FY 26
Playa Drain SUP	FY 26
SS4A	FY 26
Buffalo Soldier Reconstruction	FY 27
Sun Valley Dr Improvements	FY 27
Sunland Park SUP	FY 27
Grouped Projects (Active Transportation less than $1M)	
Downtown Bicycle Infrastructure	FY 25
McRae SUP Ph1 & Ph2	FY 25
Connected Bike Lanes TASA	FY 25
Border Traveler and Cargo ITS	FY 28
Video Surveillance & Count Stns Ph II	FY 28
Brown St Shared Use Path	FY 28
Shadow Mountain Dr SUP	FY 28

EXHIBIT B

TEXAS TRANSPORTATION COMMISSION MINUTE ORDER

Docusign Envelope ID: 075C11E7-3D9B-4DF0-91FF-AC7E0378859A

TEXAS TRANSPORTATION COMMISSION

The applicants listed in exhibit A have each submitted an application for financial assistance in the form of a loan from the State Infrastructure Bank (SIB) under Transportation Code, Chapter 222, Subchapter D, and Title 43 Texas Administrative Code (TAC), Chapter 6 (SIB Rules). Each application satisfies all requirements of the rules, including passage of a resolution authorizing submission of the application to the Texas Department of Transportation (department).

The intended use of the financial assistance conforms to the purposes of the SIB. Each applicant intends to use the financial assistance to pay for eligible project costs to perform work on various projects in various counties in Texas, as detailed in exhibit A.

The present and projected financial condition of the SIB is sufficient to cover the requested financial assistance for the projects.

In accordance with the SIB Rules, the executive director has negotiated all the terms of an agreement with each applicant as necessary to protect the public's safety and to prudently provide for the protection of public funds while furthering the purposes of the SIB, as contained in exhibit A.

The SIB Rules provide for both preliminary and final approval by the Texas Transportation Commission (commission) of any SIB loan in the principal amount of more than $10 million or in which the department does not have primary responsibility, unless the commission waives the preliminary approval requirement for that application. The commission has considered the financial condition of the bank, complexity and size of the project, the type of infrastructure or asset involved, the type and complexity of the financial assistance requested, the financial status of the applicant, the financial feasibility of the project, and the need to expedite the financing of the project and has determined to waive the preliminary approval requirement for the city of El Paso, city of Granbury and RCH Water Supply Corporation SIB loan applications, as listed in exhibit A.

The executive director or his designee implemented actions authorized and required by the SIB Rules for final approval. The executive director recommends that the commission grant final approval of the applications listed in exhibit A for financial assistance from the SIB up to the amount listed for each project.

In accordance with the SIB Rules, the commission finds that:

1. the projects listed in exhibit A are consistent with the metropolitan transportation plan developed by the applicable metropolitan planning organization, if appropriate;

Docusign Envelope ID: 075C11E7-3D9B-4DF0-91FF-AC7E0378859A

2. the projects listed in exhibit A will improve the efficiency of the state's transportation systems;

3. the projects listed in exhibit A will expand the availability of funding for transportation projects or reduce direct state costs;

4. the applications submitted show that the applicants listed in exhibit A are likely to have sufficient revenues to assure repayment of the financial assistance; and

5. providing financial assistance to each applicant listed in exhibit A will protect the public's safety and prudently provide for the protection of public funds, while furthering the purposes of the SIB.

IT IS THEREFORE DETERMINED AND ORDERED by the commission that each application listed in exhibit A submitted for financial assistance in the form of a loan from the SIB meets the applicable requirements of the SIB Rules and, in accordance with those provisions, the commission grants final approval of the applications for SIB loans under the terms contained within exhibit A up to the amount listed for each project to pay for the eligible project costs necessary for the projects.

IT IS FURTHER ORDERED by the commission that the executive director or his designee is directed and authorized to enter into financial assistance agreements for each of the attached SIB loan requests, which comply with the SIB Rules and which contains the terms attached hereto as exhibit A.

Submitted and reviewed by:

Signed by:
Benjamin H. Asher
E40115FC36E4474...
Director, Project Finance & Toll Operations Division

Recommended by:

DocuSigned by:
0E1B35AE191749E...
Executive Director

117114 January 29, 2026

Minute Number | Date Passed

Docusign Envelope ID: 075C11E7-3D9B-4DF0-91FF-AC7E0378859A

Exhibit A

State Infrastructure Bank Loan Terms

Applicant	Loan Amount (up to)	Pledged Collateral	Term to Maturity (up to)	Initial Repayment Deferral	Interest Rate	Project Description
City of El Paso (S2026-001-05)	$14,822,000	Ad-valorem Tax Revenues	25 years	N/A	3.44%	Development of five (5) MPO projects identified as Railroad Drive Reconstruction, Sun Valley Street Improvements, Playa Drain and Sunland Park Shared Use Paths, and Traffic Management Center Updates in El Paso County, Texas.
City of Granbury (S2026-002-01)	$16,800,000	Utility Revenues	20 years	N/A	3.99%	Utility relocation necessary for a non-tolled, on-system project to widen US 377 in Hood County, Texas
RCH Water Supply Corporation (S2025-006-01)	$17,400,000	Contract Revenues and Utility Revenues	25 years	N/A	4.55%	Utility relocation necessary for a non-tolled, on-system project to widen SH 205 in Rockwall County, Texas

EXHIBIT C

BORROWER'S RESOLUTION AUTHORIZING LOAN AGREEMENT

EXHIBIT D

AMORTIZATION SCHEDULE

LOAN SCHEDULE REPORT

EXHIBIT D - AMORTIZATION SCHEDULE

Loan Schedule for El Paso S2026-005-07									
Term Number	Date	Loan Rate	Start Balance	Disbursement	Payment Due Amount	Principal Payment	Interest Payment	Interest Capitalized	End Balance
1	5/15/2026	3.44%	$0.00	$128,000.00	$0.00	$0.00	$0.00	$0.00	$128,000.00
2	8/15/2026	3.44%	$128,000.00	$0.00	$27,000.00	$25,899.20	$1,100.80	$0.00	$102,100.80
3	8/15/2027	3.44%	$102,100.80	$0.00	$27,000.00	$23,487.73	$3,512.27	$0.00	$78,613.07
4	3/1/2028	3.44%	$78,613.07	$330,000.00	$0.00	$0.00	$0.00	$0.00	$408,613.07
5	8/15/2028	3.44%	$408,613.07	$0.00	$18,347.04	$11,943.62	$6,403.42	$0.00	$396,669.45
6	8/15/2029	3.44%	$396,669.45	$0.00	$25,999.91	$12,354.48	$13,645.43	$0.00	$384,314.97
7	8/15/2030	3.44%	$384,314.97	$0.00	$25,999.91	$12,779.48	$13,220.43	$0.00	$371,535.49
8	8/15/2031	3.44%	$371,535.49	$0.00	$25,999.91	$13,219.09	$12,780.82	$0.00	$358,316.40
9	8/15/2032	3.44%	$358,316.40	$0.00	$25,999.91	$13,673.83	$12,326.08	$0.00	$344,642.57
10	8/15/2033	3.44%	$344,642.57	$0.00	$25,999.91	$14,144.21	$11,855.70	$0.00	$330,498.36
11	8/15/2034	3.44%	$330,498.36	$0.00	$25,999.91	$14,630.77	$11,369.14	$0.00	$315,867.59
12	8/15/2035	3.44%	$315,867.59	$0.00	$25,999.91	$15,134.06	$10,865.85	$0.00	$300,733.53
13	8/15/2036	3.44%	$300,733.53	$0.00	$25,999.91	$15,654.68	$10,345.23	$0.00	$285,078.85
14	8/15/2037	3.44%	$285,078.85	$0.00	$25,999.91	$16,193.20	$9,806.71	$0.00	$268,885.65
15	8/15/2038	3.44%	$268,885.65	$0.00	$25,999.91	$16,750.24	$9,249.67	$0.00	$252,135.41
16	8/15/2039	3.44%	$252,135.41	$0.00	$25,999.91	$17,326.45	$8,673.46	$0.00	$234,808.96
17	8/15/2040	3.44%	$234,808.96	$0.00	$25,999.91	$17,922.48	$8,077.43	$0.00	$216,886.48
18	8/15/2041	3.44%	$216,886.48	$0.00	$25,999.91	$18,539.02	$7,460.89	$0.00	$198,347.46
19	8/15/2042	3.44%	$198,347.46	$0.00	$25,999.91	$19,176.76	$6,823.15	$0.00	$179,170.70
20	8/15/2043	3.44%	$179,170.70	$0.00	$25,999.91	$19,836.44	$6,163.47	$0.00	$159,334.26
21	8/15/2044	3.44%	$159,334.26	$0.00	$25,999.91	$20,518.81	$5,481.10	$0.00	$138,815.45
22	8/15/2045	3.44%	$138,815.45	$0.00	$25,999.91	$21,224.66	$4,775.25	$0.00	$117,590.79

LOAN SCHEDULE REPORT

Loan Schedule for El Paso S2026-005-07									
Term Number	Date	Loan Rate	Start Balance	Disbursement	Payment Due Amount	Principal Payment	Interest Payment	Interest Capitalized	End Balance
23	8/15/2046	3.44%	$117,590.79	$0.00	$25,999.91	$21,954.79	$4,045.12	$0.00	$95,636.00
24	8/15/2047	3.44%	$95,636.00	$0.00	$25,999.91	$22,710.03	$3,289.88	$0.00	$72,925.97
25	8/15/2048	3.44%	$72,925.97	$0.00	$25,999.91	$23,491.26	$2,508.65	$0.00	$49,434.71
26	8/15/2049	3.44%	$49,434.71	$0.00	$25,999.91	$24,299.36	$1,700.55	$0.00	$25,135.35
27	8/15/2050	3.44%	$25,135.35	$0.00	$26,000.01	$25,135.35	$864.66	$0.00	$0.00

EXHIBIT E

ADVANCE FUNDING AGREEMENT
FOR SURFACE TRANSPORTATION PROGRAM (STP-MM RECONSTRUCTION PROJECT) OFF-SYSTEM, DATED JUNE 5, 2024

DocuSign Envelope ID: DE55C9C6-77AD-4BCB-81DB-6D6406D8A65F

TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-728	AFA ID	Z00009024		CFDA No.	20.205
AFA CSJs	0924-06-728				CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	13400			
Project Name		Playa Drain Path (Yarbrough to Midway)			*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Congestion Mitigation Air Quality (CMAQ)
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of El Paso**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116522** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Bicycle and Pedestrian Improvements along Playa Drain.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **April 23, 2024**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-728	AFA ID	Z00009024		CFDA No.	20.205
AFA CSJs	0924-06-728				CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	13400			
Project Name		Playa Drain Path (Yarbrough to Midway)			*AFA Not Used For Research & Development*	

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**N/A**	Utilities	Article 8
2.	**Local Government**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 11
4.	**Local Government**	Construction Responsibilities	Article 12
5.	**N/A**	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of the design and construction of Bicycle and Pedestrian Improvement along the Playa Drain path, from Yarbrough Drive to Midway Drive.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-728	AFA ID	Z00009024		CFDA No.	20.205
AFA CSJs	0924-06-728				CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	13400			
Project Name		Playa Drain Path (Yarbrough to Midway)			*AFA Not Used For Research & Development*	

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the

TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-728	AFA ID	Z00009024		CFDA No.	20.205
AFA CSJs	0924-06-728				CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	13400			
Project Name		Playa Drain Path (Yarbrough to Midway)			*AFA Not Used For Research & Development*	

estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-728	AFA ID	Z00009024		CFDA No.	20.205
AFA CSJs	0924-06-728				CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	13400			
Project Name		Playa Drain Path (Yarbrough to Midway)			*AFA Not Used For Research & Development*	

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

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9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the

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State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form “FHWA-1273” in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

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The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be

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shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

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Local Government:	**State:**
The City of El Paso ATTN: CID Director of Grant Funded Programs PO Box 1890 El Paso, Texas 79950-1890	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

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22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's

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obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
   2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

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D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or

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services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate*.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under

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this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award

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provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

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Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

DocuSigned by:
Kenneth Stewart
F1CDA80FDB8C4B6...
Signature

Kenneth Stewart
Typed or Printed Name

Director, Contract Services
Typed or Printed Title

6/5/2024
Date

THE LOCAL GOVERNMENT

THE CITY OF EL PASO

By: DocuSigned by:
Dionne Mack
Dionne Mack for Interim City Manager, Col. Cary Westin

6/5/2024
Date

APPROVED AS TO CONTENT:

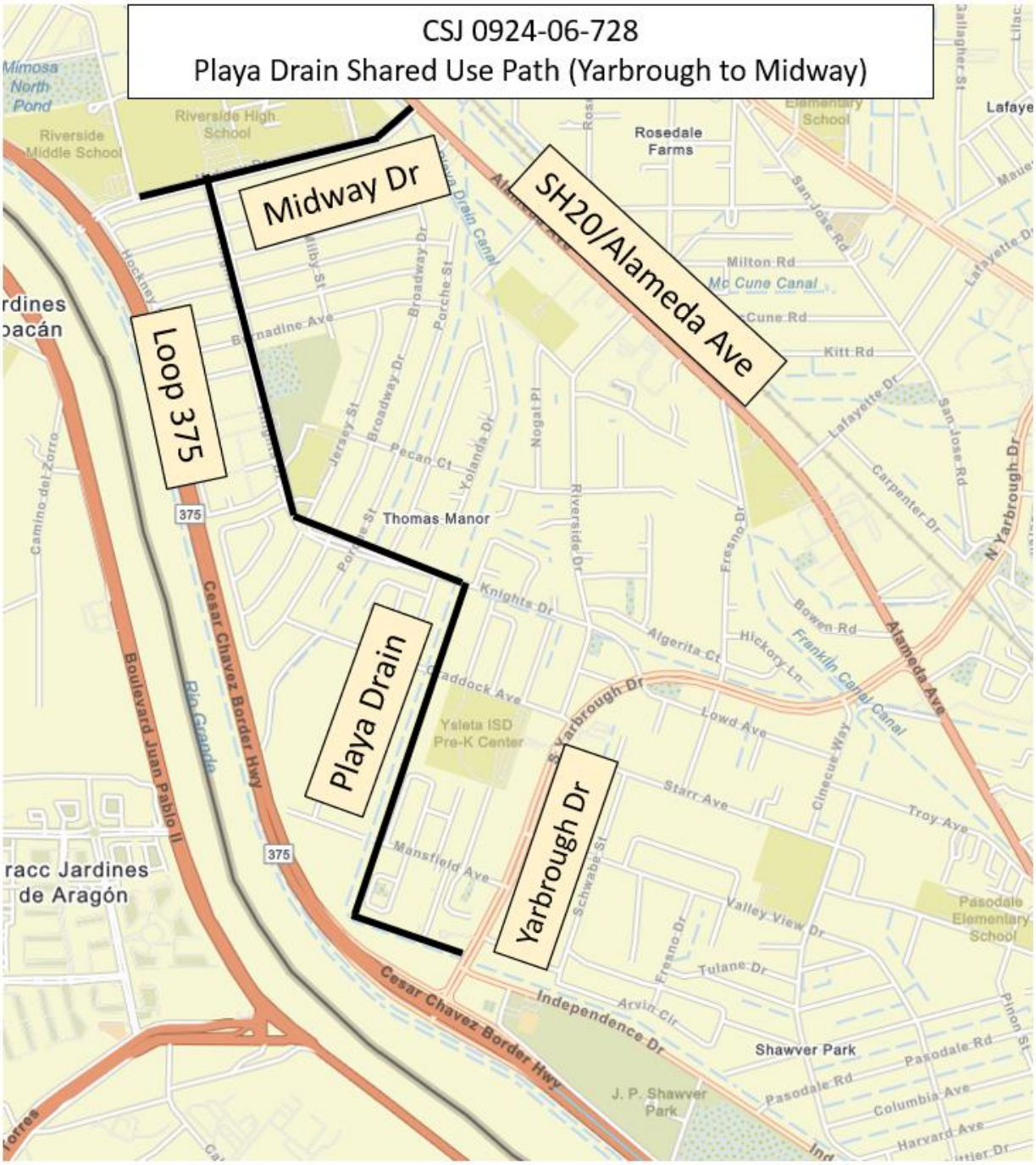
DocuSigned by:
Joaquin Rodriguez
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6/5/2024
Joaquin Rodriguez, AICP
CID Grant Funded Program Director

APPROVED AS TO FORM:

DocuSigned by:
Roberta Brito
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6/5/2024
Roberta Brito
Senior Assistant City Attorney

TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-728	AFA ID	Z00009024		CFDA No.	20.205
AFA CSJs	0924-06-728				CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	13400			
Project Name		Playa Drain Path (Yarbrough to Midway)			*AFA Not Used For Research & Development*	

ATTACHMENT A
LOCATION MAP SHOWING PROJECT



DocuSign Envelope ID: DE55C9C6-77AD-4BCB-81DB-6D6406D8A65F

TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-728	AFA ID	Z00009024		CFDA No.	20.205
AFA CSJs	0924-06-728				CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	13400			
Project Name	Playa Drain Path (Yarbrough to Midway)				*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT BUDGET

Cost will be allocated based on will be allocated based on 80% Federal funding , 12% State funding, and 8% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Engineering (by Local Government)	$1,512,204.00	80%	$1,209,763.20	0%	12%	$181,464.48	20%	8%	$120,976.32
Environmental (by Local Government)	$85,000.00	80%	$68,000.00	0%	12%	$10,200.00	20%	8%	$6,800.00
Construction (by Local Government)	$4,107,096.00	80%	$3,285,676.80	0%	12%	$492,851.52	20%	8%	$328,567.68
Subtotal	$5,704,300.00		$4,563,440.00			$684,516.00			$456,344.00
Environmental Direct State Costs	$3,707.80	80%	$2,966.24	0%	12%	$444.94	20%	8%	$296.62
Right of Way Direct State Costs	$926.95	80%	$741.56	0%	0%	$0	20%	0%	$185.39
Engineering Direct State Costs	$4,634.75	80%	$3,707.80	0%	12%	$556.17	20%	8%	$370.78
Utility Direct State Costs	$926.95	80%	$741.56	0%	0%	$0	20%	0%	$185.39
Construction Direct State Costs	$8,342.55	80%	$6,674.04	0%	12%	$1,001.11	20%	8%	$667.40
Indirect State Costs (4.60%)	$170,559.00	0%	$0	100%	0%	$170,559.00	0%	0%	$0
TOTAL	$5,893,398.00		4,578,271.20			$857,077.22	0%		$458,049.58

Initial payment by the Local Government to the State: $1,038.18
Payment by the Local Government to the State before construction: $667.40
Total payment by the Local Government to the State: $1,705.58
The final amount of Local Government participation will be based on actual costs.

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TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-728	AFA ID	Z00009024		CFDA No.	20.205
AFA CSJs	0924-06-728				CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	13400			
Project Name	Playa Drain Path (Yarbrough to Midway)				*AFA Not Used For Research & Development*	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

RESOLUTION

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

THAT the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the design and construction of the Congestion Mitigation Air Quality Program grant improvements generally described as Bicycle and Pedestrian Improvements along Playa Drain, from Yarbrough Drive to Midway Drive, for a total estimated project cost of $5,893,398.00 of which the estimated local government participation amount is estimated at $458,049.58 plus any cost overruns. 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.

APPROVED this 23 day of APRIL 2024.

THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Joaquín Rodriguez, AICP
Capital Improvement Department

File #: 26-0684, **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, Joaquin Rodriguez, (915) 212-0065
Capital Improvement Department, Margaret Schroeder, (915) 212-0065

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 hereby accepts the State Infrastructure Bank loan agreement in its substantially final form in order to secure receipt of funds in the amount of Three Million Eight Hundred Thirteen Thousand Dollars ($3,813,000.00), to be fully repaid over no more than twenty five (25) years, for SIB loan number S2026-008-10 Sunland Park Shared Use Path, to finance the City's local match and actual cost of construction, environmental, utility relocation, engineering, and right of way acquisition of the Project, that the City Council hereby authorizes the City Manager to execute the State Infrastructure Bank loan agreement, together with all required documentation, to effectuate the City's intent to borrow such funds, and that the City Council further authorizes the City Manager to take or perform any actions required for implementation of this Resolution to receive funding from the State Infrastructure Bank and authorizes the City Manager, or designee, to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: CID Grant Funded Program & Fire Department

AGENDA DATE: 6/9/26

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME: Joaquin Rodriguez **PHONE NUMBER:** 915-212-0065

2nd CONTACT PERSON NAME: Margaret Schroeder **PHONE NUMBER:** 915-212-0065

DISTRICT(S) AFFECTED: 8

AGENDA ITEM:

A resolution that the City Council hereby accepts the State Infrastructure Bank loan agreement in its substantially final form in order to secure receipt of funds in the amount of Three Million Eight Hundred Thirteen Thousand Dollars ($3,813,000.00), to be fully repaid over no more than twenty five (25) years, for SIB loan number S2026-008-10 Sunland Park Shared Use Path, to finance the City's local match and actual cost of construction, environmental, utility relocation, engineering, and right of way acquisition of the Project, that the City Council hereby authorizes the City Manager to execute the State Infrastructure Bank loan agreement, together with all required documentation, to

ISSUE STATEMENT:

This action asks City Council to approve a resolution that authorizes the City Manager to execute a loan agreement for $3,813,000 with the State Infrastructure Bank Transportation Loan Program to finance the City's local match and local contribution for the Sunland Park Shared Use Path.

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BACKGROUND:

In April, 2025 Council approved the use of SIB loans to fund the city's match and local contribution for federally funded transportation projects. The next step is to execute loan agreements for those projects previously approved by Council. The loan for the Sunland Park Shared Use Path will be used to cover the local match and local contribution for this federally funded infrastructure investment.

COUNCIL OPTIONS:

Approve the Resolution - the loan agreement will be executed
Deny the resolution - the loan agreement will not be executed

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

April 10, 2025 - Financial Oversight and Audit Committee

RELATED CITY POLICIES:

NA

PRIOR COUNCIL ACTION:

April 29, 2025 - Council approved a resolution to authorize the City Manager to execute loan applications for eligible FY 25-28 transportation projects

LEGAL REVIEW:

☐ *Legal counsel reviewed as a part of Council packet*

☑ *Legal counsel reviewed in advance of packet as an individual item*

AMOUNT AND SOURCE OF FUNDING:

$3,813,000 -TxDOT State Infrastructure Bank (SIB) - Transportation Loan Program

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

N/A

FOR MORE INFORMATION:

Joaquin Rodriguez 915-268-5148 RodriguezJ2@elpasotexas.gov

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

SIGNATURE: Joaquin Rodriguez

Digitally signed by Joaquin Rodriguez
Date: 2026.05.22 07:52:14 -06'00'

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

RESOLUTION

WHEREAS, the State Infrastructure Bank, operated by the Texas Department of Transportation, is a revolving loan fund; and

WHEREAS, the City of El Paso (the "City") is developing a project for Sunland Park Shared Use Path, identified as CSJ #s 0924-06-730 ("Project"); and

WHEREAS, the City deems it proper and in the best interest of the City to execute a loan agreement from the State Infrastructure Bank in an amount of Three Million Eight Hundred Thirteen Thousand Dollars ($3,813,000.00) to be used for the development of the Project, including the City's local match and the actual cost of construction, environmental, utility relocation, engineering, and right of way acquisition of the Project; and

WHEREAS, the City is qualified to apply for and obtain financial assistance from the State Infrastructure Bank for this purpose; and

WHEREAS, on April 29, 2025 the City Council approved a Resolution authorizing the submission of a loan application to the State Infrastructure Bank.

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

Section 1. That the City Council hereby accepts the State Infrastructure Bank loan agreement in its substantially final form in order to secure receipt of funds in an amount of Three Million Eight Hundred Thirteen Thousand Dollars ($3,813,000.00), to be fully repaid over no more than twenty-five (25) years, for SIB loan number S2026-008-10 Sunland Park Shared Use Path, to finance the City's local match and actual cost of construction, environmental, utility relocation, engineering, and right of way acquisition of the Project.

Section 2. That the City Council hereby authorizes the City Manager to execute the State Infrastructure Bank loan agreement, together with all required documentation, to effectuate the City's intent to borrow such funds.

Section 3. That the City Council further authorizes the City Manager to take or perform any actions required for implementation of this Resolution to receive funding from the State Infrastructure Bank and authorizes the City Manager, or designee, to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended.

(Signatures on the following page)

APPROVED this ____ day of _____, 2026.

CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Joaquin Rodriguez, Director
CID Grant Funded Programs

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

STATE INFRASTRUCTURE BANK LOAN AGREEMENT

This State Infrastructure Bank Loan Agreement (Agreement) is made by and between the Texas Transportation Commission (Commission) acting by and through the Texas Department of Transportation (Department), an agency of the State of Texas (State), and City of El Paso (Borrower), a political subdivision of the State of Texas, located in El Paso County, Texas.

W I T N E S S E T H

WHEREAS, the Secretary of Transportation of the United States Department of Transportation is authorized by the National Highway System Designation Act (Section 350 of Public Law 104-59) to enter into cooperative agreements with certain states, including Texas, to establish a state infrastructure bank for the purpose of making loans and providing other financial assistance to public and private entities, so as to encourage public and private investment in transportation facilities, expand the availability of funding for transportation projects, and reduce state costs; and

WHEREAS, the Texas Legislature established the State Infrastructure Bank (SIB) as an account in the State Highway Fund to be administered by the Texas Transportation Commission (Transportation Code, Chapter 222, Subchapter D); and

WHEREAS, the Texas Transportation Commission has adopted rules to implement the SIB program, including eligibility criteria for financial assistance (Title 43, Texas Administrative Code (TAC), Part 1, Chapter 6); and

WHEREAS, the Borrower is developing a project in El Paso County, Texas for Sunland Park Shared Use Paths, identified as CSJ # 0924-06-730 (Project). The Borrower is providing a local match and the actual cost of construction, environmental, engineering, utility relocation, and right of way acquisition necessary for the Project pursuant to the Advance Funding Agreement For Congestion Mitigation Air Quality (CMAQ) Off-System, dated April 23, 2024; attached hereto as **Exhibit E**; and

WHEREAS, the Borrower is a public entity in Texas and is authorized by law to construct, maintain, or finance the Borrower's local match and actual cost of the Project and may borrow money from the SIB under Texas Transportation Code §222.0745 for that purpose; and

WHEREAS, in accordance with 43 TAC §6.23, the Borrower submitted an application to the Department seeking to borrow Fourteen Million Eight Hundred Twenty-Two Thousand Dollars ($14,822,000) from the SIB to pay for the development of five (5) metropolitan planning organization projects, including to pay for the Borrower's local match and the actual

cost of construction, environmental, engineering, utility relocation, and right of way acquisition of the Project; and

WHEREAS, in accordance with 43 TAC §6.32(c)(2): (1) the Project is consistent with the metropolitan transportation plan developed by a metropolitan planning organization, if applicable; (2) the Project will improve the efficiency of the State's transportation systems; (3) the Project will expand the availability of funding for transportation Projects or reduce direct State costs; and (4) the application shows that the Project and the applicant are likely to have sufficient revenues to assure repayment of the financial assistance; and

WHEREAS, in accordance with 43 TAC §6.32(d), if 43 TAC Chapter 2 applies to the project, as provided under 43 TAC §2.3, construction of the project, other than construction activities described in Title 23, United States Code, §101(a)(4)(A), may not begin before an environmental review under Chapter 2 is completed; and

WHEREAS, the Borrower passed a Resolution on April 29, 2025, authorizing the SIB loan application in the amount of up to Thirty-Nine Million One Hundred Twenty Thousand ($39,120,000). The above-referenced resolution is attached hereto as **Exhibit A**; and

WHEREAS, in accordance with 43 TAC §6.32, the Department reviewed, analyzed, and found the application to be in compliance with the requirements of 43 TAC Chapter 6; and

WHEREAS, the Texas Transportation Commission, in Minute Order No. 117114 dated January 29, 2026, attached hereto as **Exhibit B,** granted final approval of the application from the Borrower to borrow up to Fourteen Million Eight Hundred Twenty-Two Thousand Dollars ($14,822,000) from the SIB for the development of five (5) metropolitan planning organization projects, and authorized the Executive Director of the Department or his designee to enter into a financial assistance agreement with the Borrower to finance the Borrower's local match and the actual cost of construction, environmental, engineering, utility relocation, and right of way acquisition of the Project; and

WHEREAS, the Borrower and the Department intend to enter into five (5) separate SIB loan agreements for each of the identified projects not to exceed Fourteen Million Eight Hundred Twenty-Two Thousand Dollars (14,822,00); and

WHEREAS, the initial amounts of the SIB loan agreements will be Four Million Sixty-Seven Thousand Dollars ($4,067,000) for SIB loan number S2026-006-08 Railroad Drive Reconstruction, Four Hundred Eighty-Four Thousand Dollars ($484,000) for SIB loan number S2026-007-09 Sun Valley Street Improvements, Four Hundred Fifty-Eight Thousand Dollars ($458,000) for SIB loan number S2026-005-07 Playa Drain Shared Used Path, Three Million Eight Hundred Thirteen Thousand Dollars ($3,813,000) for SIB loan number S2026-008-10 Sunland Park Shared Use Path, and Six Million Dollars ($6,000,000) for SIB loan number S2026-001-05 Traffic Management Center Updates; and

WHEREAS, the Borrower also passed Resolution No. on , authorizing the Borrower's City Manager to enter into this Agreement for a loan in the amount of Dollars ($), attached hereto as **Exhibit C**; and

WHEREAS, the Borrower has submitted a certificate warranting that the proposed security is eligible to be used to repay the loan and that the financial assistance will not violate any of the borrowing or bond commitments the borrower may have in place; and

WHEREAS, the Department has determined that the money in the SIB to be used to make the loan is "secondary funds" and "financial assistance from other than general obligation bond proceeds," as those terms are used in 43 TAC Chapter 6; and

WHEREAS, the Borrower will repay the loan with funds other than federal funds.

NOW, THEREFORE, the Department and the Borrower agree as follows:

A G R E E M E N T

Article 1. Financial Assistance.

A. SIB Loan. The Department, on behalf of the Commission, will make a loan to the Borrower in the amount of Three Million Eight Hundred Thirteen Thousand Dollars ($3,813,000) from the SIB (SIB Loan) to finance the Borrower's local match and the actual cost of construction, environmental, engineering, utility relocation, and right of way acquisition of the Project.

B. Conditions to Loan Disbursement. Prior to funds being disbursed pursuant to Article 1(C) and in accordance with 43 TAC Chapter 6, an environmental review of the Project, in compliance with the Department's environmental rules in 43 TAC Chapter 2, must be conducted as part of the Department's environmental assessment of the Project.

C. SIB Loan Disbursement. On each Disbursement date as shown on **Exhibit D**, the Department will transfer the amounts shown in Exhibit D for a total of Three Million Eight Hundred Thirteen Thousand Dollars ($3,813,000) from the SIB (SIB Loan Proceeds) to the Borrower for deposit with the Borrower's depository bank Wells Fargo Bank N.A., located in El Paso, Texas, into an account established by the Borrower with its depository bank or investment pool as prescribed by state law (Project Account). The Borrower shall use the SIB Loan Proceeds for payment of the Borrower's local match and the actual cost of construction, environmental, engineering, utility relocation, and right of way acquisition of the Project. The Borrower shall not use the SIB Loan Proceeds for any purpose other than that described in this Agreement.

The investment of any SIB Loan Proceeds shall be handled in a manner that complies with the Public Funds Investment Act, Texas Government Code, Chapter 2256. The SIB Loan Proceeds shall be adequately collateralized in a manner that complies with the Public Funds Collateral Act, Texas Government Code, Chapter 2257. The depository bank shall not commingle funds in the Project Account with any other funds held by the depository bank or the investment pool. If, during the course of this Agreement, the Borrower wishes to change

its depository bank or investment fund, the Borrower shall obtain the Department's approval prior to the transfer of any remaining SIB Loan Proceeds or any other funds into an equivalent account in the new depository bank or investment fund, subject to the same security and fund segregation requirements described in this Agreement.

Interest earned on the SIB Loan Proceeds can only be used to pay for eligible costs of the Project or to prepay the loan under Article 1, Section I.

D. Security Provisions.

(1) Pledge of Tax Revenues.

The Borrower hereby covenants and agrees to secure and repay the SIB Loan and accrued interest hereon pursuant to the terms of this Agreement from the Borrower's ad valorem tax revenues, and that the Department has a contractual right to and pledge of such revenues to guarantee repayment. The Borrower hereby agrees that during each year while the SIB Loan is outstanding and unpaid, the Borrower shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the funds required to pay the interest on the SIB Loan as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the SIB Loan as such principal matures (but never less than 2% of the original principal amount of the SIB Loan as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the Borrower, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property within the Borrower's jurisdiction for each year while any of the SIB Loan is outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund (defined below). Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the SIB Loan, as such interest comes due and such principal matures, are hereby pledged to such payment, within the limits prescribed by law. The amount of taxes to be levied annually for the payment of principal of and interest on the SIB Loan shall be determined and accomplished in the following manner:

(a) The Borrower's annual budget, beginning the year in which this Agreement becomes effective, shall reflect (i) the amount of principal and interest on the SIB Loan to become due in the next succeeding Fiscal Year of the Borrower, and (ii) the amount of ad valorem tax revenues or other lawfully available funds estimated and budgeted to be available for the payment of the principal of and interest on the SIB Loan during the next succeeding Fiscal Year of the Borrower.

(b) The amount required to be provided each Fiscal Year throughout the duration of this Agreement shall be the amount, if any, by which the principal and interest to be paid on the SIB Loan in the next succeeding Fiscal Year of the Borrower exceeds the sum of (i) the amount of Pledged Revenues shown to be on deposit in the Interest and Sinking Fund (after giving effect to any payments required to be made during the remainder of the then current Fiscal Year) at the time the annual budget is prepared, and (ii) the Pledged

Revenues or other lawfully available funds shown to be budgeted and available (subject to the requirements of any prior lien obligations) for payment of said debt service requirements.

(c) The Borrower shall budget an amount of ad valorem tax revenue sufficient to pay the annual payment of the SIB Loan. Following the final approval of the annual budget of the Borrower, the governing body of the Borrower shall levy an ad valorem tax at a rate sufficient to produce taxes in the amount determined in paragraph (b) above, to be utilized for purposes of paying the principal of and interest on the SIB Loan in the next succeeding Fiscal Year of the Borrower.

(2) Perfection of Security Interest.

Chapter 1208, Texas Government Code, applies to the execution and delivery of the SIB Loan and the pledge of revenues granted by the Borrower herein, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the SIB Loan is outstanding and unpaid such that the pledge of revenues granted by the Borrower pursuant to the paragraph above is to be subject to the filing requirements of Chapter 9, Texas Business and Commerce Code, then in order to preserve to the Department the perfection of the security interest on the pledged revenues in Article I of this Agreement, the Borrower agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

E. Loan Repayment. The SIB Loan is to be repaid over a period of no more than Twenty Five (25) years, with a final maturity date of August 15, 2050, in accordance with the amortization schedule attached to this Agreement as **Exhibit D**. Principal due on the SIB Loan shall be due annually beginning on August 15, 2026, and on each August 15 thereafter including the final principal payment date as shown on **Exhibit D** attached hereto (each a Principal Payment Date), and in the amounts (each a Principal Payment) as shown on **Exhibit D** attached hereto.

The SIB Loan shall bear interest from the Deposit Date as shown on **Exhibit D** at the rate of 3.44% per annum (Loan Rate), such interest to be calculated on the basis of a 360-day year composed of twelve 30-day months (each an Interest Payment). Interest Payments will be due annually beginning on August 15, 2026, and on each August 15 thereafter in the years as shown on **Exhibit D** attached hereto (each an Interest Payment Date). The Principal Payment Dates and the Interest Payment Dates are collectively referred to as (Payment Dates). If a Payment Date is not on a business day, the Interest Payment and/or Principal Payment due shall be made on the next following business day.

F. Draw of Funds from Project Account. SIB Loan funds in the Project Account shall only be drawn upon by the Borrower and used for Project costs as described in this Agreement. All draws from the Project Account for such costs related to the Project shall be in accordance with a requisition prepared by or approved by the Borrower, and all such requisitions and Project costs shall be subject to the review and approval of the Department.

G. Interest and Sinking Fund. The Borrower shall establish at its depository bank a SIB Loan Interest and Sinking Fund. Interest Payments due on the SIB Loan and each Principal Payment due on the SIB Loan shall be deposited into this Interest and Sinking Fund by the Borrower prior to each Payment Date. On or before each Payment Date, the Borrower shall cause its depository bank to transfer from the SIB Loan Interest and Sinking Fund to the Department, the applicable Interest Payment and/or Principal Payment as set forth in this Agreement.

H. Advances. The repayment of all or any portion of the SIB Loan shall not entitle the Borrower to any subsequent advances from the Department, nor shall the Department have any obligation to advance to or for the benefit of the Borrower any amount in excess of the SIB Loan. All costs incurred by the Borrower for its portion of the Project in excess of the par amount of the SIB Loan shall be the responsibility of the Borrower.

I. Prepayment.

(1) Voluntary Prepayment. Principal due on the SIB Loan and interest accrued at the Loan Rate through and including the date of prepayment may be prepaid by the Borrower without penalty, in whole or in part, on any business day.

(2) Mandatory Prepayment. Should the Project or this Agreement be terminated for any reason or should any amounts of disbursed SIB Loan Proceeds not be applied to pay Project costs, the Borrower shall return any misapplied SIB Loan Proceeds or unexpended portion of the SIB Loan Proceeds to the Department as a prepayment.

(3) Application of Prepayments. Upon receipt of a prepayment from the Borrower of a portion (and not the whole) of the outstanding principal amount of the SIB Loan the Department shall apply such prepayment to the outstanding principal due on the SIB Loan;

(4) Upon either voluntary or mandatory prepayment, the remaining principal due on the SIB Loan will be re-amortized over the term of the SIB Loan and **Exhibit D** will be revised by the Department to reflect the remaining Principal Payments and the revised Interest Payments due; and

(5) Such revised **Exhibit D** shall be submitted to the Borrower to be attached to and become an integral part of this Agreement.

J. Late Payment. Payments not received by the applicable Payment Date will bear interest at the Loan Rate (with overdue interest as well as overdue principal bearing interest) until paid. Such additional interest shall be calculated by the Department on the basis of a 360-day year composed of twelve 30-day months. The parties may prepare a revised **Exhibit D** (amortization schedule) showing the increase in interest due resulting from late payment, default, or pursuant to other terms and conditions of this Agreement.

K. Payment with Federal Funds. The Borrower hereby covenants and agrees that federal funds will not be used to make payments due on the SIB Loan.

Article 2. Use of SIB Loan for Project Costs

The Borrower is developing the Project. The Borrower is responsible to fund the local match and the actual cost of construction, environmental, engineering, utility relocation, and right of way acquisition of the Project. The Borrower may use the SIB Loan only for the actual costs incurred by the Borrower for local match and the actual cost of construction, environmental, engineering, utility relocation, and right of way acquisition necessary for the construction of the Project as detailed in this Agreement.

Article 3. Project Responsibilities for Projects

A. The SIB Loan Proceeds are "secondary funds" and "financial assistance from other than general obligation bond proceeds," as those terms are used in 43 TAC Chapter 6. However, if any federal funds will be used to pay for, or reimburse costs of, the Project, with respect to work on the Project, the Borrower and the Department are required to comply with the requirements of the United States Code, Title 23, for federal-aid highways. The Borrower and the Department must conduct all right-of-way or other land acquisitions, relocations, and utility adjustments in accordance with the United States Code, Title 42 – The Public Health and Welfare, Chapter 61 – Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs (the Uniform Act) and the regulations issued thereunder.

B. The Borrower is responsible for funding its portion of Project costs in compliance with all applicable federal, state, and local laws, regulations, policies, and ordinances. The Department has certain rights and responsibilities related to the Project, including ensuring that the completion of the Project is performed in compliance with all applicable laws, regulations, and policies.

C. For state highway improvement project, all plans and specifications for the Project shall be in compliance with the current editions of the design and construction manuals of the Department, and the Standard Specifications for the Construction and Maintenance of Highways, Streets, and Bridges (the "Standard Specifications"), as they may apply. For work on projects not on the state highway system, plans and specifications must be, at a minimum, incompliance with applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

D. All construction plans shall be signed and dated by a professional engineer licensed by the State of Texas.

E. The actions and decisions regarding the Project made by the Department shall not be contestable by the Borrower.

F. The Borrower shall provide the Department and the Federal Highway Administration, or their authorized representatives, with right of entry or access to all properties or locations necessary to perform the work for the Project, inspect the work, or otherwise aid in the prompt pursuit of the work. The Borrower shall also provide the Department, the Federal Highway Administration, the Comptroller General of the United States, and the Texas State Auditor's Office, or their authorized representatives, with right of access to any books, documents, papers, or other records of the Borrower which are pertinent to the Project or its

financing as described in this Agreement, in order to make audits, examinations, excerpts, and transcripts, or to complete the Project accounting described in this Agreement.

Article 4. Project Accounting; Filing of Reports; Retention of Records

A. The Borrower shall account for: (i) all actual costs associated with the Borrower's local match and actual cost of the Project, and (ii) disbursements made to the Department, if any, associated with the Project using generally accepted accounting principles in the United States, as promulgated by the Governmental Accounting Standards Board or the Financial Accounting Standards Board, or pursuant to applicable federal or state laws or regulations. The Borrower shall maintain its books and records in accordance with generally accepted accounting principles in the United States, as promulgated by the Governmental Accounting Standards Board or the Financial Accounting Standards Board, or pursuant to applicable federal or State laws or regulations, and with all other applicable federal and state requirements. The Borrower will make its accounting records available at reasonable times to the Department for inspection during performance of the Borrower's work related to the Project and upon its completion.

B. On each Principal Payment Date (until the next Principal Payment Date occurring after the year in which all SIB Loan Proceeds are expended), in a format prescribed by the department, the Borrower shall provide to the Department (one copy to the Department's District Office and one copy to the Department's SIB Administration Office) an accounting of the SIB Loan Proceeds expended (Annual Expenditure Report).

C. The Borrower shall also, at the Borrower's cost, have a full audit of its books and records performed annually by an independent certified public accountant selected by the Borrower and reasonably acceptable to the Department. The audit must be conducted in accordance with generally accepted auditing standards promulgated by the Financial Accounting Standards Board, the Governmental Accounting Standards Board, or the standards of the Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-profit Organizations, as applicable, and with all other applicable federal and state requirements. The Borrower shall cause the auditor to provide a full copy of the audit report and any other management letters or auditor's comments directly to the Department within a reasonable period of time after an audit report and any related documents have been provided to the Borrower's governing body.

D. The State Auditor may conduct an audit or investigation of the Borrower with respect to the funds received from the Department directly under this Agreement or of the payments received by third parties from the Borrower using the SIB Loan Proceeds. Acceptance of funds directly under this Agreement or indirectly through payments using SIB Loan Proceeds acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

E. The Borrower shall retain all original Project files, records, accounts, and supporting documents relating to the relocation of Borrower utilities needed for the Project until the later of the date that: (1) the Project is completed; (2) the SIB Loan has been paid in full; or (3)

the retention period required by State and federal law ends. The Borrower shall retain, or cause its auditor to retain, all work papers and reports relating to an audit performed pursuant to this Agreement until the fourth anniversary of the date of the audit report, unless the Department notifies the Borrower in writing of a later date for the end of the retention period. During the retention period, the Borrower shall make audit work papers available to the Department within 30 days of the date that the Department requests those papers.

F. All information submitted by the Borrower (annual financial/disclosure information and notices) to the Electronic Municipal Market Access ("EMMA") System of the Municipal Securities Rulemaking Board with respect to the Borrower's bonds and other similar obligations payable from the same revenues as the SIB Loan must be submitted to the Department, within 30 days of posting to EMMA. Such information may be submitted to the Department by hard copy or by notification to the Department of the Borrower's posting with EMMA, together with the applicable CUSIP number(s).

G. The Borrower shall submit to the Department within 30 days of the date of adoption the annual operating and capital budgets adopted by the Borrower each fiscal year under a trust agreement, indenture, bond resolution or ordinance, or equivalent document securing bonds or other obligations issued for a Project, and any amended or supplemental operating or capital budget, approved by the Borrower and certified as correct by its chief administrative officer or chief financial officer.

Article 5. Default

A. The Borrower shall be in default if it fails to repay the SIB Loan (the Principal Payments and the Interest Payments) or otherwise fails to comply with any term of this Agreement. The Department shall not be obligated to take further action nor resume its obligations under this Agreement until the Borrower is no longer in default. The Borrower shall reimburse the Department for all costs or other losses of funds resulting from any default or failure to perform by the Borrower.

B. The Borrower agrees that in the event of a default under this Agreement the Department may, by all legal and equitable means, require the Borrower and any appropriate official of the Borrower (acting solely in his/her official capacity) to remedy any default under, and carry out the provisions of, this Agreement, including specifically the use and filing of mandamus proceedings. Venue for any legal proceedings shall be in Travis County, Texas.

Article 6. Borrower Solely Responsible

The Borrower agrees that it is solely responsible for all losses, costs, expenses, penalties, claims, and liabilities due to activities of the Borrower and its agents, employees, officers, or contractors performed under this Agreement, and which result from an error, omission, or negligent act of the Borrower or any agent, employee, official, or contractor of the Borrower. Notwithstanding anything in this Agreement to the contrary, this provision shall survive any termination of this Agreement.

Article 7. Termination

This Agreement may be terminated upon the occurrence of any of the following conditions:

A. If both parties to this Agreement agree in writing to such termination; provided, however, that any such termination is specifically subject to the requirements of this Agreement;

B. If the Department is unable to advance the SIB Loan Proceeds to the Borrower, the Department shall terminate this Agreement and provide written notice thereof to the Borrower;

C. If the Borrower is in default on a Principal Payment or Interest Payment required under this Agreement, the Department may declare this Agreement to be terminated, or may exercise any of the rights granted the Department in this Agreement; but the payment obligations of the Borrower shall survive any such termination and shall continue in effect until discharged and satisfied; and

D. Upon repayment in full by the Borrower of the SIB Loan, and compliance by the Borrower with all other requirements of this Agreement, the Department shall execute and deliver to the Borrower a letter or other notice of payment, provided that, upon the execution and delivery of the written notice of payment by the Department, this Agreement shall automatically terminate, except with respect to any obligation of a party related to any losses, costs, expenses, penalties, claims, and liabilities due to the activities of a party, or any agent, employee, official, or contractor of a party, which obligations shall survive such termination.

Article 8. Notices

All notices to either party by the other party required under this Agreement will be delivered personally, via e-mail or sent by U.S. Mail, postage prepaid, addressed to such party at the following respective addresses:

Texas Transportation Commission: Texas Department of Transportation Attn: Project Finance and Toll Operations Division SIB Administration 125 East 11th Street Austin, TX 78701-2483 TexasSIB@txdot.gov	**Borrower**: City of El Paso Attn: Deputy City Manager – CFO 300 N. Campbell El Paso, TX 79901 rodriguezj2@elpasotexas.gov

All notices shall be deemed so delivered or deposited in the mail, unless otherwise provided herein. A party may change the above address by sending written notice of the change to the other party in the manner stated in this Article.

Article 9. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or

unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. In particular, but not by way of limitation, should all or any part of the pledge of security in this Agreement for any reason be held invalid, illegal or unenforceable in any respect, Borrower's obligations under this Agreement shall be treated as current expenses of the Borrower subject to the annual appropriation of lawfully available funds by the governing body of the Borrower for the payment of such obligations.

Article 10. Written Amendments

Any changes in the character, agreement, terms, or responsibilities of the parties must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by both parties. Any amendment relating to the amount of the SIB Loan Proceeds shall not exceed an aggregate of Fourteen Million Eight Hundred Twenty-Two Thousand Dollars ($14,822,000) for SIB loan numbers S2026-006-08 Railroad Drive Reconstruction, S2026-007-09 Sun Valley Street Improvements, S2026-005-07 Playa Drain Shared Used Path, S2026-008-10 Sunland Park Shared Use Path, and S2026-001-05 Traffic Management Center Updates.

Notwithstanding the foregoing, revisions to **Exhibit D** that occur as contemplated in this Agreement must be in writing, but are not required to be executed by either party.

Article 11. Successors and Assigns

Except as provided in the next following sentence, this Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties. Each party is prohibited from assigning any of the rights or obligations conferred by this Agreement to any third party without the advance written approval of the other party. Any attempted assignment or other transfer of the rights or obligations of this Agreement without the consent of the other party shall be void and may be grounds for termination of this Agreement.

Article 12. Relationship of the Parties

Nothing in this Agreement shall be deemed or construed by the parties, or any third party, as creating the relationship of principal and agent between the Department and the Borrower.

Article 13. Interpretation

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

Article 14. Signatory Authority

Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in

connection with the execution, delivery, or performance of this Agreement. Each signatory on behalf of the Department and the Borrower, as applicable, is fully authorized to bind that entity to the terms of this Agreement.

Article 15. Taxable Obligations

The SIB Loan is not a "state or local bond" within the meaning of section 103(a) and (c) of the Internal Revenue Code of 1986, as amended; therefore, the interest on the SIB Loan is not excludable from the gross income of the holders thereof for federal income tax purposes.

*****SIGNATURE PAGES FOLLOW*****

Each party is signing this Agreement on the date stated next to that party's signature.

CITY OF EL PASO

By:_____ Date:_____
Dionne Mack
City Manager
City of El Paso

Approved As To Form:

_____
Roberta Brito
Senior Assistant City Attorney

TEXAS DEPARTMENT OF TRANSPORTATION

Executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission.

By:_____ Date:_____
Benjamin H. Asher
Project Finance and Toll Operations Division Director
Texas Department of Transportation

EXHIBIT A

BORROWER'S RESOLUTION(S) AUTHORIZING LOAN APPLICATION

RECEIVED
By City Clerk's Office at 2:22 pm, Apr 16, 2025

RESOLUTION

WHEREAS, the State Infrastructure Bank, operated by the Texas Department of Transportation, is a revolving loan fund; and

WHEREAS, the estimated cost of the City of El Paso's portion of eligible transportation projects for FY 2025 through FY 2028 is $39,120,000.00; and

WHEREAS, the City Council for the City of El Paso deems it proper and in the best interest of the City of El Paso ("City") to apply for loans from the State Infrastructure Bank in an amount not to exceed $39,120,000.00 to be used towards the cost of the City of El Paso's portion of eligible transportation projects, including, but not limited to, roadway construction, right of way acquisition, utility relocation, local match and contingency costs; and

WHEREAS, the City is qualified to apply for and obtain financial assistance from the State Infrastructure Bank for this purpose.

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

THAT the City Council finds it is in the best interest of the City of El Paso to apply for loans from the State Infrastructure Bank in an amount not to exceed $39,120,000.00 to be used towards the cost of the City's portion of eligible transportation projects for FY 2025 through FY 2028, including, but not limited to, roadway construction, right of way acquisition, utility relocation, and local match costs.

THAT the City Council hereby authorizes the City Manager, or designee, to execute loan applications for eligible transportation projects from FY 2025 through FY 2028 from the State Infrastructure Bank and to submit the applications, together with all required documentation, to the Texas Department of Transportation for consideration.

THAT the list of applications to be submitted is attached hereto as Exhibit A and made a part hereof for all purposes.

(Signatures begin on the following page)

APPROVED this 29th day of April, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Joaquin Rodriguez
CID Grant Funded Programs Director

EXHIBIT A

Project Name	Year of Expenditure
FY 24	
Sean Haggerty Connection	FY 25
FY 25-28	
TMC Upgrades	FY 26
CBD IV	FY 26
Railroad Dr Reconstruction	FY 26
Playa Drain SUP	FY 26
SS4A	FY 26
Buffalo Soldier Reconstruction	FY 27
Sun Valley Dr Improvements	FY 27
Sunland Park SUP	FY 27
Grouped Projects (Active Transportation less than $1M)	
Downtown Bicycle Infrastructure	FY 25
McRae SUP Ph1 & Ph2	FY 25
Connected Bike Lanes TASA	FY 25
Border Traveler and Cargo ITS	FY 28
Video Surveillance & Count Stns Ph II	FY 28
Brown St Shared Use Path	FY 28
Shadow Mountain Dr SUP	FY 28

EXHIBIT B

TEXAS TRANSPORTATION COMMISSION MINUTE ORDER

Docusign Envelope ID: 075C11E7-3D9B-4DF0-91FF-AC7E0378859A

TEXAS TRANSPORTATION COMMISSION

The applicants listed in exhibit A have each submitted an application for financial assistance in the form of a loan from the State Infrastructure Bank (SIB) under Transportation Code, Chapter 222, Subchapter D, and Title 43 Texas Administrative Code (TAC), Chapter 6 (SIB Rules). Each application satisfies all requirements of the rules, including passage of a resolution authorizing submission of the application to the Texas Department of Transportation (department).

The intended use of the financial assistance conforms to the purposes of the SIB. Each applicant intends to use the financial assistance to pay for eligible project costs to perform work on various projects in various counties in Texas, as detailed in exhibit A.

The present and projected financial condition of the SIB is sufficient to cover the requested financial assistance for the projects.

In accordance with the SIB Rules, the executive director has negotiated all the terms of an agreement with each applicant as necessary to protect the public's safety and to prudently provide for the protection of public funds while furthering the purposes of the SIB, as contained in exhibit A.

The SIB Rules provide for both preliminary and final approval by the Texas Transportation Commission (commission) of any SIB loan in the principal amount of more than $10 million or in which the department does not have primary responsibility, unless the commission waives the preliminary approval requirement for that application. The commission has considered the financial condition of the bank, complexity and size of the project, the type of infrastructure or asset involved, the type and complexity of the financial assistance requested, the financial status of the applicant, the financial feasibility of the project, and the need to expedite the financing of the project and has determined to waive the preliminary approval requirement for the city of El Paso, city of Granbury and RCH Water Supply Corporation SIB loan applications, as listed in exhibit A.

The executive director or his designee implemented actions authorized and required by the SIB Rules for final approval. The executive director recommends that the commission grant final approval of the applications listed in exhibit A for financial assistance from the SIB up to the amount listed for each project.

In accordance with the SIB Rules, the commission finds that:

1. the projects listed in exhibit A are consistent with the metropolitan transportation plan developed by the applicable metropolitan planning organization, if appropriate;

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2. the projects listed in exhibit A will improve the efficiency of the state's transportation systems;

3. the projects listed in exhibit A will expand the availability of funding for transportation projects or reduce direct state costs;

4. the applications submitted show that the applicants listed in exhibit A are likely to have sufficient revenues to assure repayment of the financial assistance; and

5. providing financial assistance to each applicant listed in exhibit A will protect the public's safety and prudently provide for the protection of public funds, while furthering the purposes of the SIB.

IT IS THEREFORE DETERMINED AND ORDERED by the commission that each application listed in exhibit A submitted for financial assistance in the form of a loan from the SIB meets the applicable requirements of the SIB Rules and, in accordance with those provisions, the commission grants final approval of the applications for SIB loans under the terms contained within exhibit A up to the amount listed for each project to pay for the eligible project costs necessary for the projects.

IT IS FURTHER ORDERED by the commission that the executive director or his designee is directed and authorized to enter into financial assistance agreements for each of the attached SIB loan requests, which comply with the SIB Rules and which contains the terms attached hereto as exhibit A.

Submitted and reviewed by:

Signed by:
Benjamin H. Asher
E40115FC36E4474...
Director, Project Finance & Toll Operations Division

Recommended by:

DocuSigned by:
0E1B35AE191749E...
Executive Director

117114 January 29, 2026

Minute Number | Date Passed

Docusign Envelope ID: 075C11E7-3D9B-4DF0-91FF-AC7E0378859A

Exhibit A

State Infrastructure Bank Loan Terms

Applicant	Loan Amount (up to)	Pledged Collateral	Term to Maturity (up to)	Initial Repayment Deferral	Interest Rate	Project Description
City of El Paso (S2026-001-05)	$14,822,000	Ad-valorem Tax Revenues	25 years	N/A	3.44%	Development of five (5) MPO projects identified as Railroad Drive Reconstruction, Sun Valley Street Improvements, Playa Drain and Sunland Park Shared Use Paths, and Traffic Management Center Updates in El Paso County, Texas.
City of Granbury (S2026-002-01)	$16,800,000	Utility Revenues	20 years	N/A	3.99%	Utility relocation necessary for a non-tolled, on-system project to widen US 377 in Hood County, Texas
RCH Water Supply Corporation (S2025-006-01)	$17,400,000	Contract Revenues and Utility Revenues	25 years	N/A	4.55%	Utility relocation necessary for a non-tolled, on-system project to widen SH 205 in Rockwall County, Texas

EXHIBIT C

BORROWER'S RESOLUTION AUTHORIZING LOAN AGREEMENT

EXHIBIT D
AMORTIZATION SCHEDULE

LOAN SCHEDULE REPORT

EXHIBIT D - AMORTIZATION SCHEDULE

Loan Schedule for El Paso S2026-008-10

Term Number	Date	Loan Rate	Start Balance	Disbursement	Payment Due Amount	Principal Payment	Interest Payment	Interest Capitalized	End Balance
1	5/15/2026	3.44%	$0.00	$144,000.00	$0.00	$0.00	$0.00	$0.00	$144,000.00
2	8/15/2026	3.44%	$144,000.00	$0.00	$4,965.06	$3,726.66	$1,238.40	$0.00	$140,273.34
3	3/1/2027	3.44%	$140,273.34	$3,669,000.00	$0.00	$0.00	$0.00	$0.00	$3,809,273.34
4	8/15/2027	3.44%	$3,809,273.34	$0.00	$230,000.00	$167,677.29	$62,322.71	$0.00	$3,641,596.05
5	8/15/2028	3.44%	$3,641,596.05	$0.00	$230,000.00	$104,729.10	$125,270.90	$0.00	$3,536,866.95
6	8/15/2029	3.44%	$3,536,866.95	$0.00	$230,000.00	$108,331.78	$121,668.22	$0.00	$3,428,535.17
7	8/15/2030	3.44%	$3,428,535.17	$0.00	$230,000.00	$112,058.39	$117,941.61	$0.00	$3,316,476.78
8	8/15/2031	3.44%	$3,316,476.78	$0.00	$230,000.00	$115,913.20	$114,086.80	$0.00	$3,200,563.58
9	8/15/2032	3.44%	$3,200,563.58	$0.00	$230,000.00	$119,900.61	$110,099.39	$0.00	$3,080,662.97
10	8/15/2033	3.44%	$3,080,662.97	$0.00	$230,000.00	$124,025.19	$105,974.81	$0.00	$2,956,637.78
11	8/15/2034	3.44%	$2,956,637.78	$0.00	$230,000.00	$128,291.66	$101,708.34	$0.00	$2,828,346.12
12	8/15/2035	3.44%	$2,828,346.12	$0.00	$230,000.00	$132,704.89	$97,295.11	$0.00	$2,695,641.23
13	8/15/2036	3.44%	$2,695,641.23	$0.00	$230,000.00	$137,269.94	$92,730.06	$0.00	$2,558,371.29
14	8/15/2037	3.44%	$2,558,371.29	$0.00	$230,000.00	$141,992.03	$88,007.97	$0.00	$2,416,379.26
15	8/15/2038	3.44%	$2,416,379.26	$0.00	$230,000.00	$146,876.55	$83,123.45	$0.00	$2,269,502.71
16	8/15/2039	3.44%	$2,269,502.71	$0.00	$230,000.00	$151,929.11	$78,070.89	$0.00	$2,117,573.60
17	8/15/2040	3.44%	$2,117,573.60	$0.00	$230,000.00	$157,155.47	$72,844.53	$0.00	$1,960,418.13
18	8/15/2041	3.44%	$1,960,418.13	$0.00	$230,000.00	$162,561.62	$67,438.38	$0.00	$1,797,856.51
19	8/15/2042	3.44%	$1,797,856.51	$0.00	$230,000.00	$168,153.74	$61,846.26	$0.00	$1,629,702.77
20	8/15/2043	3.44%	$1,629,702.77	$0.00	$230,000.00	$173,938.22	$56,061.78	$0.00	$1,455,764.55
21	8/15/2044	3.44%	$1,455,764.55	$0.00	$230,000.00	$179,921.70	$50,078.30	$0.00	$1,275,842.85
22	8/15/2045	3.44%	$1,275,842.85	$0.00	$230,000.00	$186,111.01	$43,888.99	$0.00	$1,089,731.84

LOAN SCHEDULE REPORT

Loan Schedule for El Paso S2026-008-10

Term Number	Date	Loan Rate	Start Balance	Disbursement	Payment Due Amount	Principal Payment	Interest Payment	Interest Capitalized	End Balance
23	8/15/2046	3.44%	$1,089,731.84	$0.00	$230,000.00	$192,513.22	$37,486.78	$0.00	$897,218.62
24	8/15/2047	3.44%	$897,218.62	$0.00	$230,000.00	$199,135.68	$30,864.32	$0.00	$698,082.94
25	8/15/2048	3.44%	$698,082.94	$0.00	$230,000.00	$205,985.95	$24,014.05	$0.00	$492,096.99
26	8/15/2049	3.44%	$492,096.99	$0.00	$230,000.00	$213,071.86	$16,928.14	$0.00	$279,025.13
27	8/15/2050	3.44%	$279,025.13	$0.00	$288,623.59	$279,025.13	$9,598.46	$0.00	$0.00

EXHIBIT E

ADVANCE FUNDING AGREEMENT FOR CONGESTION MITIGATION AIR QUALITY (CMAQ) OFF-SYSTEM, DATED APRIL 23, 2024

DocuSign Envelope ID: 7AB3FE03-7607-4999-936B-3869A85E4130

TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-730	AFA ID	Z00009023		CFDA No.	20.205
AFA CSJs	0924-06-730				CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	13400			
Project Name	Sunland Park Shared Use Path				*AFA Not Used For Research & Development*	

630STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Congestion Mitigation Air Quality (CMAQ)
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of El Paso**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116522** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **construction of a shared use path with associated signage, landscaping, irrigation, furnishings, and illumination.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **April 9, 2024**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-730	AFA ID	Z00009023		CFDA No.	20.205
AFA CSJs	0924-06-730				CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	13400			
Project Name	Sunland Park Shared Use Path				*AFA Not Used For Research & Development*	

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**N/A**	Utilities	Article 8
2.	**Local Government**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 11
4.	**Local Government**	Construction Responsibilities	Article 12
5.	**N/A**	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of construction of a shared use path for bicycle and pedestrian improvements with associated signage, landscaping, irrigation, furnishings, and illumination on Sunland Park Dr from Cadiz Street to SH20/Mesa Street as shown on Attachment A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not

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continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a

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minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

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5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

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9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

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12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form “FHWA-1273” in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be

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acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with

a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

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16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
The City of El Paso ATTN: CID Director of Grant Funded Programs PO Box 1890 El Paso, Texas 79950-1890	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

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21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

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C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in

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consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate*.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under

TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-730	AFA ID	Z00009023		CFDA No.	20.205
AFA CSJs	0924-06-730				CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	13400			
Project Name		Sunland Park Shared Use Path			*AFA Not Used For Research & Development*	

this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be

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obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

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Project Name		Sunland Park Shared Use Path			*AFA Not Used For Research & Development*	

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

DocuSigned by:
Kenneth Stewart
F1CDA...

Signature

Kenneth Stewart

Typed or Printed Name

Director, Contract Services

Typed or Printed Title

4/23/2024

Date

THE LOCAL GOVERNMENT

THE CITY OF EL PASO

By: DocuSigned by:
Samuel Rodriguez
500F0DE325714A0...

Samuel Rodriguez for Interim City Manager, Col. Cary Westin

4/23/2024

Date

APPROVED AS TO CONTENT:

DocuSigned by:
Joaquin Rodriguez
903...

Joaquin Rodriguez, AICP
CID Grant Funded Program Director

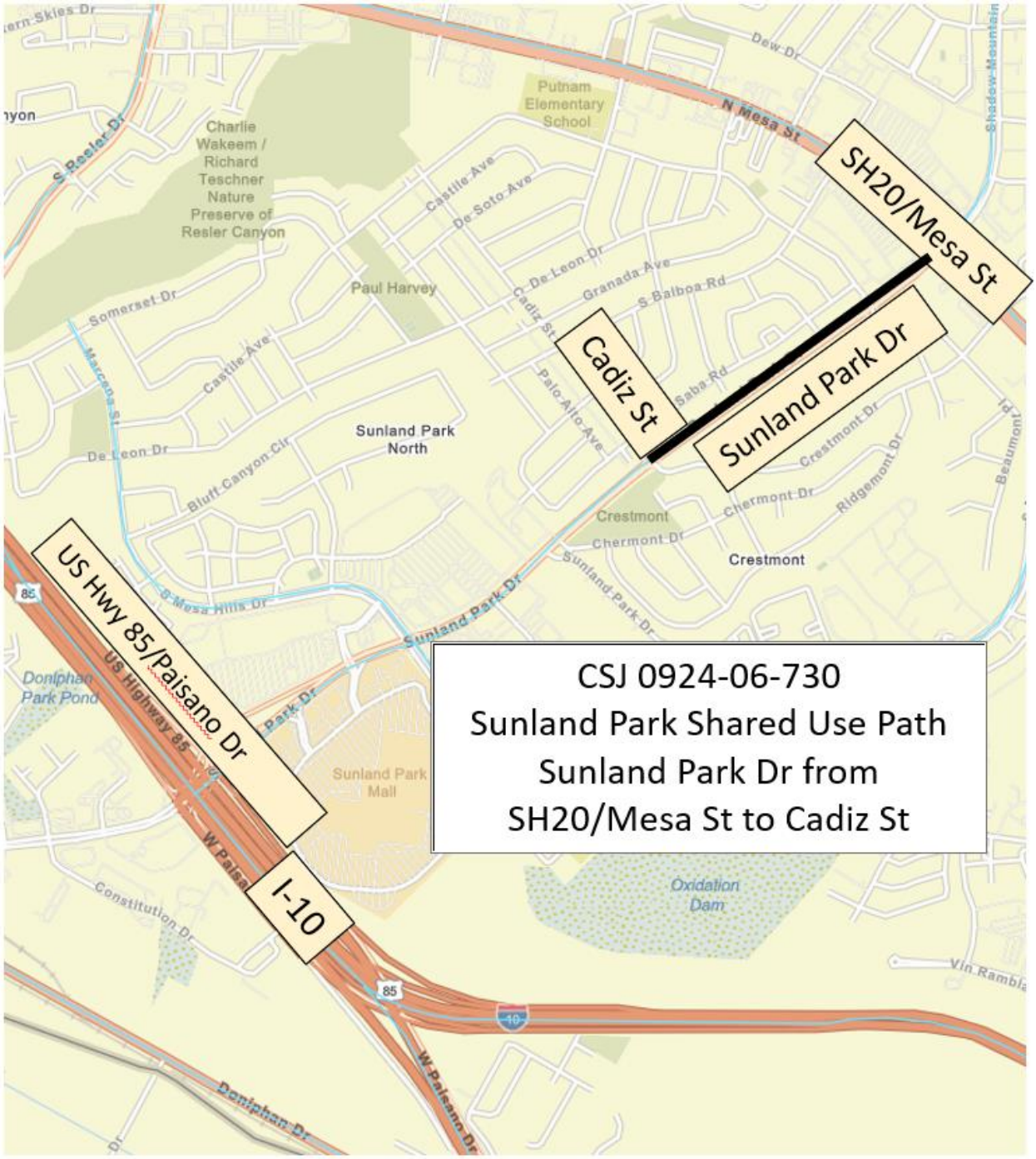
APPROVED AS TO FORM:

DocuSigned by:
Roberta Brito
FDCF213D39EA446...

Roberta Brito
Assistant City Attorney

TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-730	AFA ID	Z000009023		CFDA No.	20.205
AFA CSJs	0924-06-730				CFDA Title	Highway Planning and Construction
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Project Name	Sunland park Shared Use Path				*AFA Not Used For Research & Development*	

ATTACHMENT A
LOCATION MAP SHOWING PROJECT



TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-730	AFA ID	Z000009023		CFDA No.	20.205
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District #	24	Code Chart 64#	13400			
Project Name	Sunland Park Shared Use Path				*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 12% State funding, and 8% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Engineering (by Local Government)	$1,714,000.00	80%	$1,371,200.00	0%	12%	$ 205,680.00	20%	8%	$137,120.00
Environmental (by Local Government)	$85,000.00	80%	$ 68,000.00	0%	12%	$ 10,200.00	20%	8%	$6,800.00
Construction (by Local Government)	$3,341,000.00	80%	$2,672,800.00	0%	12%	$ 400,920.00	20%	8%	$267,280.00
Subtotal	$5,140,000.00		$4,112,000.00			$616,800.00			$411,200.00
Environmental Direct State Costs	$ 2,981.20	80%	$ 2,384.96	0%	12%	$ 357.74	20%	8%	$ 238.50
Right of Way Direct State Costs	$ 745.30	80%	$ 596.24	0%	0%	$	20%	0%	$ 149.06
Engineering Direct State Costs	$ 3,726.50	80%	$ 2,981.20	0%	12%	$ 447.18	20%	8%	$ 298.12
Utility Direct State Costs	$ 745.30	80%	$ 596.24	0%	0%	$	20%	0%	$ 149.06
Construction Direct State Costs	$ 6,707.70	80%	$ 5,366.16	0%	12%	$ 804.92	20%	8%	$ 536.62
Indirect State Costs (4.60%)	$137,135.20	0%	$0	100%	0%	$ 137,135.20	0%	0%	$0
TOTAL	$5,292,041.20		$4,123,924.80			$755,545.04	0%	0%	$412,571.36

Initial payment by the Local Government to the State: $834.74
Payment by the Local Government to the State before construction: $536.62
Total payment by the Local Government to the State: $1,371.36
The final amount of Local Government participation will be based on actual costs.

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TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-730	AFA ID	Z00009023		CFDA No.	20.205
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Project Name		Sunland Park Shared Use Path			*AFA Not Used For Research & Development*	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

RESOLUTION

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

THAT the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the design and construction of the Congestion Mitigation and Air Quality Program grant improvements to Sunland Park Dr. Shared Use Path from Cadiz Street to SH20/Mesa Street for a total estimated project cost of $5,292,041.20 of which the estimated local government participation amount is estimated at $412,571.36 plus any cost overruns. 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.

APPROVED this 9 day of APRIL, 2024.

THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Joaquín Rodriguez, AICP
Capital Improvement Department

HQ 24-2461 | Tran #514838 | CID
Sunland Park Shared Use Path- AFA- Resolution
RAB

File #: 26-0678, **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
Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065
Capital Improvement Department, Margaret Schroeder, (915) 212-0065

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 hereby accepts the State Infrastructure Bank loan agreement in its substantially final form in order to secure receipt of funds in the amount of Four Million Sixty-Seven Thousand Dollars ($4,067,000.00), to be fully repaid over no more than twenty-five (25) years, for SIB loan number S2026-006-08 Reconstruction of Railroad Drive, to finance the City's local match and actual cost of construction, environmental, utility relocation, engineering, and right of way acquisition of the Project, that the City Council hereby authorizes the City Manager to execute the State Infrastructure Bank loan agreement, together with all required documentation, to effectuate the City's intent to borrow such funds, and that the City Council further authorizes the City Manager to take or perform any actions required for implementation of this Resolution to receive funding from the State Infrastructure Bank and authorizes the City Manager, or designee, to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: CID Grant Funded Program & Fire Department

AGENDA DATE: 6/9/26

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME: Joaquin Rodriguez **PHONE NUMBER:** 915-212-0065

2nd CONTACT PERSON NAME: Margaret Schroeder **PHONE NUMBER:** 915-212-0065

DISTRICT(S) AFFECTED: 4

AGENDA ITEM:

A resolution that the City Council hereby accepts the State Infrastructure Bank loan agreement in its substantially final form in order to secure receipt of funds in the amount of Four Million Sixty-Seven Thousand Dollars ($4,067,000.00), to be fully repaid over no more than twenty five (25) years, for SIB loan number S2026-006-08 Reconstruction of Railroad Drive, to finance the City's local match and actual cost of construction, environmental, utility relocation, engineering, and right of way acquisition of the Project, that the City Council hereby authorizes the City Manager to execute the State Infrastructure Bank loan agreement, together with all required documentation, to effectuate the City's intent to

ISSUE STATEMENT:

This action asks City Council to approve a resolution that authorizes the City Manager to execute a loan agreement for $4,067,000 with the State Infrastructure Bank Transportation Loan Program to finance the City's local match and local contribution for the Railroad Drive Reconstruction.

.

BACKGROUND:

In April, 2025 Council approved the use of SIB loans to fund the city's match and local contribution for federally funded transportation projects. The next step is to execute loan agreements for those projects previously approved by Council. The loan for the Railroad Drive Reconstruction will be used to cover the local match and local contribution for this federally funded infrastructure investment.

COUNCIL OPTIONS:

Approve the Resolution - the loan agreement will be executed
Deny the resolution - the loan agreement will not be executed

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

April 10, 2025 - Financial Oversight and Audit Committee

RELATED CITY POLICIES:

NA

PRIOR COUNCIL ACTION:

April 29, 2025 - Council approved a resolution to authorize the City Manager to execute loan applications for eligible FY 25-28 transportation projects

LEGAL REVIEW:

☐ *Legal counsel reviewed as a part of Council packet*

☑ *Legal counsel reviewed in advance of packet as an individual item*

AMOUNT AND SOURCE OF FUNDING:

$4,067,000 -TxDOT State Infrastructure Bank (SIB) - Transportation Loan Program

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

N/A

FOR MORE INFORMATION:

Joaquin Rodriguez 915-268-5148 RodriguezJ2@elpasotexas.gov

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

SIGNATURE: Joaquin Rodriguez

Digitally signed by Joaquin Rodriguez
Date: 2026.05.22 07:46:50 -06'00'

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

RESOLUTION

WHEREAS, the State Infrastructure Bank, operated by the Texas Department of Transportation, is a revolving loan fund; and

WHEREAS, the City of El Paso (the "City") is developing a project for the Reconstruction of Railroad Drive, identified as CSJ #s 0924-06-625 ("Project"); and

WHEREAS, the City deems it proper and in the best interest of the City to execute a loan agreement from the State Infrastructure Bank in the amount of Four Million Sixty-Seven Thousand Dollars ($4,067,000.00) to be used for the development of the Project, including the City's local match and the actual cost of construction, environmental, utility relocation, engineering, and right of way acquisition of the Project; and

WHEREAS, the City is qualified to apply for and obtain financial assistance from the State Infrastructure Bank for this purpose; and

WHEREAS, on April 29, 2025 the City Council approved a Resolution authorizing the submission of a loan application to the State Infrastructure Bank.

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

Section 1. That the City Council hereby accepts the State Infrastructure Bank loan agreement in its substantially final form in order to secure receipt of funds in the amount of Four Million Sixty-Seven Thousand Dollars ($4,067,000.00), to be fully repaid over no more than twenty-five (25) years, for SIB loan number S2026-006-08 Reconstruction of Railroad Drive, to finance the City's local match and actual cost of construction, environmental, utility relocation, engineering, and right of way acquisition of the Project.

Section 2. That the City Council hereby authorizes the City Manager to execute the State Infrastructure Bank loan agreement, together with all required documentation, to effectuate the City's intent to borrow such funds.

Section 3. That the City Council further authorizes the City Manager to take or perform any actions required for implementation of this Resolution to receive funding from the State Infrastructure Bank and authorizes the City Manager, or designee, to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended.

(Signatures begin on the following page)

APPROVED this ____ day of _____, 2026.

CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Joaquin Rodriguez, Director
CID Grant Funded Programs

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

STATE INFRASTRUCTURE BANK LOAN AGREEMENT

This State Infrastructure Bank Loan Agreement (Agreement) is made by and between the Texas Transportation Commission (Commission) acting by and through the Texas Department of Transportation (Department), an agency of the State of Texas (State), and City of El Paso (Borrower), a political subdivision of the State of Texas, located in El Paso County, Texas.

W I T N E S S E T H

WHEREAS, the Secretary of Transportation of the United States Department of Transportation is authorized by the National Highway System Designation Act (Section 350 of Public Law 104-59) to enter into cooperative agreements with certain states, including Texas, to establish a state infrastructure bank for the purpose of making loans and providing other financial assistance to public and private entities, so as to encourage public and private investment in transportation facilities, expand the availability of funding for transportation projects, and reduce state costs; and

WHEREAS, the Texas Legislature established the State Infrastructure Bank (SIB) as an account in the State Highway Fund to be administered by the Texas Transportation Commission (Transportation Code, Chapter 222, Subchapter D); and

WHEREAS, the Texas Transportation Commission has adopted rules to implement the SIB program, including eligibility criteria for financial assistance (Title 43, Texas Administrative Code (TAC), Part 1, Chapter 6); and

WHEREAS, the Borrower is developing a project in El Paso County, Texas for the Reconstruction of Railroad Drive, identified as CSJ # 0924-06-625 (Project). The Borrower is providing a local match and the actual cost of construction, environmental, utility relocation, engineering, and right of way acquisition necessary for the Project pursuant to the Advance Funding Agreement For STP-MM Reconstruction Project Off-System, dated October 29, 2023, and the Advance Funding Agreement For STP-MM Reconstruction Project Off-System Amendment #1 dated March 5, 2025; attached hereto as **Exhibit E**; and

WHEREAS, the Borrower is a public entity in Texas and is authorized by law to construct, maintain, or finance the Borrower's local match and actual cost of the Project and may borrow money from the SIB under Texas Transportation Code §222.0745 for that purpose; and

WHEREAS, in accordance with 43 TAC §6.23, the Borrower submitted an application to the Department seeking to borrow Fourteen Million Eight Hundred Twenty-Two Thousand Dollars ($14,822,000) from the SIB to pay for the development of five (5) metropolitan planning organization projects, including to pay for the Borrower's local match and the actual

cost of construction, environmental, utility relocation, engineering, and right of way acquisition of the Project; and

WHEREAS, in accordance with 43 TAC §6.32(c)(2): (1) the Project is consistent with the metropolitan transportation plan developed by a metropolitan planning organization, if applicable; (2) the Project will improve the efficiency of the State's transportation systems; (3) the Project will expand the availability of funding for transportation Projects or reduce direct State costs; and (4) the application shows that the Project and the applicant are likely to have sufficient revenues to assure repayment of the financial assistance; and

WHEREAS, in accordance with 43 TAC §6.32(d), if 43 TAC Chapter 2 applies to the project, as provided under 43 TAC §2.3, construction of the project, other than construction activities described in Title 23, United States Code, §101(a)(4)(A), may not begin before an environmental review under Chapter 2 is completed; and

WHEREAS, the Borrower passed a Resolution on April 29, 2025, authorizing the SIB loan application in the amount of up to Thirty-Nine Million One Hundred Twenty Thousand ($39,120,000) for various projects including the Project. The above-referenced resolution is attached hereto as **Exhibit A**; and

WHEREAS, in accordance with 43 TAC §6.32, the Department reviewed, analyzed, and found the application to be in compliance with the requirements of 43 TAC Chapter 6; and

WHEREAS, the Texas Transportation Commission, in Minute Order No. 117114 dated January 29, 2026, attached hereto as **Exhibit B,** granted final approval of the application from the Borrower to borrow up to Fourteen Million Eight Hundred Twenty-Two Thousand Dollars ($14,822,000) from the SIB for the development of five (5) metropolitan planning organization projects identified as Railroad Drive Reconstruction, Sun Valley Street Improvements, Playa Drain Shared Used Path, Sunland Park Shared Use Path, and Traffic Management Center Updates and authorized the Executive Director of the Department or his designee to enter into a financial assistance agreement with the Borrower to finance the Borrower's local match and the actual cost of construction of the Project; and

WHEREAS, the Borrower and the Department intend to enter into five (5) separate SIB loan agreements for each of the identified projects not to exceed Fourteen Million Eight Hundred Twenty-Two Thousand Dollars (14,822,00); and

WHEREAS, the initial amounts of the SIB loan agreements will be Four Million Sixty-Seven Thousand Dollars ($4,067,000) for SIB loan number S2026-006-08 Railroad Drive Reconstruction, Four Hundred Eighty-Four Thousand Dollars ($484,000) for SIB loan number S2026-007-09 Sun Valley Street Improvements, Four Hundred Fifty-Eight Thousand Dollars ($458,000) for SIB loan number S2026-005-07 Playa Drain Shared Used Path, Three Million Eight Hundred Thirteen Thousand Dollars ($3,813,000) for SIB loan number S2026-008-10 Sunland Park Shared Use Path, and Six Million Dollars ($6,000,000) for SIB loan number S2026-001-05 Traffic Management Center Updates; and

WHEREAS, the Borrower also passed Resolution No. Enter resolution number. on Enter resolution date., authorizing the Borrower's City Manager to enter into this Agreement for a loan in the amount of Enter written amount of loan. Dollars ($Enter loan amount in dollars), attached hereto as **Exhibit C**; and

WHEREAS, the Borrower has submitted a certificate warranting that the proposed security is eligible to be used to repay the loan and that the financial assistance will not violate any of the borrowing or bond commitments the borrower may have in place; and

WHEREAS, the Department has determined that the money in the SIB to be used to make the loan is "secondary funds" and "financial assistance from other than general obligation bond proceeds," as those terms are used in 43 TAC Chapter 6; and

WHEREAS, the Borrower will repay the loan with funds other than federal funds.

NOW, THEREFORE, the Department and the Borrower agree as follows:

A G R E E M E N T

Article 1. Financial Assistance.

A. SIB Loan. The Department, on behalf of the Commission, will make a loan to the Borrower in the amount of Four Million Sixty-Seven Thousand Dollars ($4,067,000) from the SIB (SIB Loan) to finance the Borrower's local match and the actual cost of construction, environmental, utility relocation, engineering, and right of way acquisition of the Project.

B. Conditions to Loan Disbursement. Prior to funds being disbursed pursuant to Article 1(C) and in accordance with 43 TAC Chapter 6, an environmental review of the Project, in compliance with the Department's environmental rules in 43 TAC Chapter 2, must be conducted as part of the Department's environmental assessment of the Project.

C. SIB Loan Disbursement. On August 15, 2027 (Deposit Date), the Department will transfer the amount of Four Million Sixty-Seven Thousand Dollars ($4,067,000) from the SIB (SIB Loan Proceeds) to the Borrower for deposit with the Borrower's depository bank Wells Fargo Bank N.A., located in El Paso, Texas, into an account established by the Borrower with its depository bank or investment pool as prescribed by state law (Project Account). The Borrower shall use the SIB Loan Proceeds for payment of the Borrower's local match and the actual cost of construction, environmental, utility relocation, engineering, and right of way acquisition of the Project. The Borrower shall not use the SIB Loan Proceeds for any purpose other than that described in this Agreement.

The investment of any SIB Loan Proceeds shall be handled in a manner that complies with the Public Funds Investment Act, Texas Government Code, Chapter 2256. The SIB Loan Proceeds shall be adequately collateralized in a manner that complies with the Public Funds Collateral Act, Texas Government Code, Chapter 2257. The depository bank shall not commingle funds in the Project Account with any other funds held by the depository bank or the investment pool. If, during the course of this Agreement, the Borrower wishes to change its depository bank or investment fund, the Borrower shall obtain the Department's approval

prior to the transfer of any remaining SIB Loan Proceeds or any other funds into an equivalent account in the new depository bank or investment fund, subject to the same security and fund segregation requirements described in this Agreement.

Interest earned on the SIB Loan Proceeds can only be used to pay for eligible costs of the Project or to prepay the loan under Article 1, Section I.

D. Security Provisions.

(1) Pledge of Tax Revenues.

The Borrower hereby covenants and agrees to secure and repay the SIB Loan and accrued interest hereon pursuant to the terms of this Agreement from the Borrower's ad valorem tax revenues, and that the Department has a contractual right to and pledge of such revenues to guarantee repayment. The Borrower hereby agrees that during each year while the SIB Loan is outstanding and unpaid, the Borrower shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the funds required to pay the interest on the SIB Loan as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the SIB Loan as such principal matures (but never less than 2% of the original principal amount of the SIB Loan as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the Borrower, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property within the Borrower's jurisdiction for each year while any of the SIB Loan is outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund (defined below). Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the SIB Loan, as such interest comes due and such principal matures, are hereby pledged to such payment, within the limits prescribed by law. The amount of taxes to be levied annually for the payment of principal of and interest on the SIB Loan shall be determined and accomplished in the following manner:

(a) The Borrower's annual budget, beginning the year in which this Agreement becomes effective, shall reflect (i) the amount of principal and interest on the SIB Loan to become due in the next succeeding Fiscal Year of the Borrower, and (ii) the amount of ad valorem tax revenues or other lawfully available funds estimated and budgeted to be available for the payment of the principal of and interest on the SIB Loan during the next succeeding Fiscal Year of the Borrower.

(b) The amount required to be provided each Fiscal Year throughout the duration of this Agreement shall be the amount, if any, by which the principal and interest to be paid on the SIB Loan in the next succeeding Fiscal Year of the Borrower exceeds the sum of (i) the amount of Pledged Revenues shown to be on deposit in the Interest and Sinking Fund (after giving effect to any payments required to be made during the remainder of the then current Fiscal Year) at the time the annual budget is prepared, and (ii) the Pledged Revenues or other lawfully available funds shown to be budgeted and

available (subject to the requirements of any prior lien obligations) for payment of said debt service requirements.

(c) The Borrower shall budget an amount of ad valorem tax revenue sufficient to pay the annual payment of the SIB Loan. Following the final approval of the annual budget of the Borrower, the governing body of the Borrower shall levy an ad valorem tax at a rate sufficient to produce taxes in the amount determined in paragraph (b) above, to be utilized for purposes of paying the principal of and interest on the SIB Loan in the next succeeding Fiscal Year of the Borrower.

(2) Perfection of Security Interest.

Chapter 1208, Texas Government Code, applies to the execution and delivery of the SIB Loan and the pledge of revenues granted by the Borrower herein, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the SIB Loan is outstanding and unpaid such that the pledge of revenues granted by the Borrower pursuant to the paragraph above is to be subject to the filing requirements of Chapter 9, Texas Business and Commerce Code, then in order to preserve to the Department the perfection of the security interest on the pledged revenues in Article I of this Agreement, the Borrower agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

E. Loan Repayment. The SIB Loan is to be repaid over a period of no more than Twenty Five (25) years, with a final maturity date of August 15, 2050, in accordance with the amortization schedule attached to this Agreement as **Exhibit D**. Principal due on the SIB Loan shall be due annually beginning on August 15, 2026, and on each August 15 thereafter including the final principal payment date as shown on **Exhibit D** attached hereto (each a Principal Payment Date), and in the amounts (each a Principal Payment) as shown on **Exhibit D** attached hereto.

The SIB Loan shall bear interest from the Deposit Date as shown on **Exhibit D** at the rate of 3.44% per annum (Loan Rate), such interest to be calculated on the basis of a 360-day year composed of twelve 30-day months (each an Interest Payment). Interest Payments will be due annually beginning on August 15, 2026, and on each August 15 thereafter in the years as shown on **Exhibit D** attached hereto (each an Interest Payment Date). The Principal Payment Dates and the Interest Payment Dates are collectively referred to as (Payment Dates). If a Payment Date is not on a business day, the Interest Payment and/or Principal Payment due shall be made on the next following business day.

F. Draw of Funds from Project Account. SIB Loan funds in the Project Account shall only be drawn upon by the Borrower and used for Project costs as described in this Agreement. All draws from the Project Account for such costs related to the Project shall be in accordance with a requisition prepared by or approved by the Borrower, and all such requisitions and Project costs shall be subject to the review and approval of the Department.

G. Interest and Sinking Fund. The Borrower shall establish at its depository bank a SIB Loan Interest and Sinking Fund. Interest Payments due on the SIB Loan and each Principal Payment due on the SIB Loan shall be deposited into this Interest and Sinking Fund by the Borrower prior to each Payment Date. On or before each Payment Date, the Borrower shall cause its depository bank to transfer from the SIB Loan Interest and Sinking Fund to the Department, the applicable Interest Payment and/or Principal Payment as set forth in this Agreement.

H. Advances. The repayment of all or any portion of the SIB Loan shall not entitle the Borrower to any subsequent advances from the Department, nor shall the Department have any obligation to advance to or for the benefit of the Borrower any amount in excess of the SIB Loan. All costs incurred by the Borrower for its portion of the Project in excess of the par amount of the SIB Loan shall be the responsibility of the Borrower.

I. Prepayment.

(1) Voluntary Prepayment. Principal due on the SIB Loan and interest accrued at the Loan Rate through and including the date of prepayment may be prepaid by the Borrower without penalty, in whole or in part, on any business day.

(2) Mandatory Prepayment. Should the Project or this Agreement be terminated for any reason or should any amounts of disbursed SIB Loan Proceeds not be applied to pay Project costs, the Borrower shall return any misapplied SIB Loan Proceeds or unexpended portion of the SIB Loan Proceeds to the Department as a prepayment.

(3) Application of Prepayments. Upon receipt of a prepayment from the Borrower of a portion (and not the whole) of the outstanding principal amount of the SIB Loan the Department shall apply such prepayment to the outstanding principal due on the SIB Loan;

(4) Upon either voluntary or mandatory prepayment, the remaining principal due on the SIB Loan will be re-amortized over the term of the SIB Loan and **Exhibit D** will be revised by the Department to reflect the remaining Principal Payments and the revised Interest Payments due; and

(5) Such revised **Exhibit D** shall be submitted to the Borrower to be attached to and become an integral part of this Agreement.

J. Late Payment. Payments not received by the applicable Payment Date will bear interest at the Loan Rate (with overdue interest as well as overdue principal bearing interest) until paid. Such additional interest shall be calculated by the Department on the basis of a 360-day year composed of twelve 30-day months. The parties may prepare a revised **Exhibit D** (amortization schedule) showing the increase in interest due resulting from late payment, default, or pursuant to other terms and conditions of this Agreement.

K. Payment with Federal Funds. The Borrower hereby covenants and agrees that federal funds will not be used to make payments due on the SIB Loan.

Article 2. Use of SIB Loan for Project Costs

The Borrower is developing the Project. The Borrower is responsible to fund the local match and the actual cost of construction, environmental, utility relocation, engineering, and right of way acquisition necessary for the construction of the Project. The Borrower may use the SIB Loan only for the local match and the actual cost of construction, environmental, utility relocation, engineering, and right of way acquisition necessary for the construction of the Project as detailed in this Agreement.

Article 3. Project Responsibilities for Projects

A. The SIB Loan Proceeds are "secondary funds" and "financial assistance from other than general obligation bond proceeds," as those terms are used in 43 TAC Chapter 6. However, if any federal funds will be used to pay for, or reimburse costs of, the Project, with respect to work on the Project, the Borrower and the Department are required to comply with the requirements of the United States Code, Title 23, for federal-aid highways. The Borrower and the Department must conduct all right-of-way or other land acquisitions, relocations, and utility adjustments in accordance with the United States Code, Title 42 – The Public Health and Welfare, Chapter 61 – Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs (the Uniform Act) and the regulations issued thereunder.

B. The Borrower is responsible for funding its portion of Project costs in compliance with all applicable federal, state, and local laws, regulations, policies, and ordinances. The Department has certain rights and responsibilities related to the Project, including ensuring that the completion of the Project is performed in compliance with all applicable laws, regulations, and policies.

C. For state highway improvement project, all plans and specifications for the Project shall be in compliance with the current editions of the design and construction manuals of the Department, and the Standard Specifications for the Construction and Maintenance of Highways, Streets, and Bridges (the "Standard Specifications"), as they may apply. For work on projects not on the state highway system, plans and specifications must be, at a minimum, incompliance with applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

D. All construction plans shall be signed and dated by a professional engineer licensed by the State of Texas.

E. The actions and decisions regarding the Project made by the Department shall not be contestable by the Borrower.

F. The Borrower shall provide the Department and the Federal Highway Administration, or their authorized representatives, with right of entry or access to all properties or locations necessary to perform the work for the Project, inspect the work, or otherwise aid in the prompt pursuit of the work. The Borrower shall also provide the Department, the Federal Highway Administration, the Comptroller General of the United States, and the Texas State Auditor's Office, or their authorized representatives, with right of access to any books, documents, papers, or other records of the Borrower which are pertinent to the Project or its

financing as described in this Agreement, in order to make audits, examinations, excerpts, and transcripts, or to complete the Project accounting described in this Agreement.

Article 4. Project Accounting; Filing of Reports; Retention of Records

A. The Borrower shall account for: (i) all actual costs associated with the Borrower's local match and actual cost of the Project, and (ii) disbursements made to the Department, if any, associated with the Project using generally accepted accounting principles in the United States, as promulgated by the Governmental Accounting Standards Board or the Financial Accounting Standards Board, or pursuant to applicable federal or state laws or regulations. The Borrower shall maintain its books and records in accordance with generally accepted accounting principles in the United States, as promulgated by the Governmental Accounting Standards Board or the Financial Accounting Standards Board, or pursuant to applicable federal or State laws or regulations, and with all other applicable federal and state requirements. The Borrower will make its accounting records available at reasonable times to the Department for inspection during performance of the Borrower's work related to the Project and upon its completion.

B. On each Principal Payment Date (until the next Principal Payment Date occurring after the year in which all SIB Loan Proceeds are expended), in a format prescribed by the department, the Borrower shall provide to the Department (one copy to the Department's District Office and one copy to the Department's SIB Administration Office) an accounting of the SIB Loan Proceeds expended (Annual Expenditure Report).

C. The Borrower shall also, at the Borrower's cost, have a full audit of its books and records performed annually by an independent certified public accountant selected by the Borrower and reasonably acceptable to the Department. The audit must be conducted in accordance with generally accepted auditing standards promulgated by the Financial Accounting Standards Board, the Governmental Accounting Standards Board, or the standards of the Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-profit Organizations, as applicable, and with all other applicable federal and state requirements. The Borrower shall cause the auditor to provide a full copy of the audit report and any other management letters or auditor's comments directly to the Department within a reasonable period of time after an audit report and any related documents have been provided to the Borrower's governing body.

D. The State Auditor may conduct an audit or investigation of the Borrower with respect to the funds received from the Department directly under this Agreement or of the payments received by third parties from the Borrower using the SIB Loan Proceeds. Acceptance of funds directly under this Agreement or indirectly through payments using SIB Loan Proceeds acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

E. The Borrower shall retain all original Project files, records, accounts, and supporting documents relating to the relocation of Borrower utilities needed for the Project until the later of the date that: (1) the Project is completed; (2) the SIB Loan has been paid in full; or (3)

the retention period required by State and federal law ends. The Borrower shall retain, or cause its auditor to retain, all work papers and reports relating to an audit performed pursuant to this Agreement until the fourth anniversary of the date of the audit report, unless the Department notifies the Borrower in writing of a later date for the end of the retention period. During the retention period, the Borrower shall make audit work papers available to the Department within 30 days of the date that the Department requests those papers.

F. All information submitted by the Borrower (annual financial/disclosure information and notices) to the Electronic Municipal Market Access ("EMMA") System of the Municipal Securities Rulemaking Board with respect to the Borrower's bonds and other similar obligations payable from the same revenues as the SIB Loan must be submitted to the Department, within 30 days of posting to EMMA. Such information may be submitted to the Department by hard copy or by notification to the Department of the Borrower's posting with EMMA, together with the applicable CUSIP number(s).

G. The Borrower shall submit to the Department within 30 days of the date of adoption the annual operating and capital budgets adopted by the Borrower each fiscal year under a trust agreement, indenture, bond resolution or ordinance, or equivalent document securing bonds or other obligations issued for a Project, and any amended or supplemental operating or capital budget, approved by the Borrower and certified as correct by its chief administrative officer or chief financial officer.

Article 5. Default

A. The Borrower shall be in default if it fails to repay the SIB Loan (the Principal Payments and the Interest Payments) or otherwise fails to comply with any term of this Agreement. The Department shall not be obligated to take further action nor resume its obligations under this Agreement until the Borrower is no longer in default. The Borrower shall reimburse the Department for all costs or other losses of funds resulting from any default or failure to perform by the Borrower.

B. The Borrower agrees that in the event of a default under this Agreement the Department may, by all legal and equitable means, require the Borrower and any appropriate official of the Borrower (acting solely in his/her official capacity) to remedy any default under, and carry out the provisions of, this Agreement, including specifically the use and filing of mandamus proceedings. Venue for any legal proceedings shall be in Travis County, Texas.

Article 6. Borrower Solely Responsible

The Borrower agrees that it is solely responsible for all losses, costs, expenses, penalties, claims, and liabilities due to activities of the Borrower and its agents, employees, officers, or contractors performed under this Agreement, and which result from an error, omission, or negligent act of the Borrower or any agent, employee, official, or contractor of the Borrower. Notwithstanding anything in this Agreement to the contrary, this provision shall survive any termination of this Agreement.

Article 7. Termination

This Agreement may be terminated upon the occurrence of any of the following conditions:

A. If both parties to this Agreement agree in writing to such termination; provided, however, that any such termination is specifically subject to the requirements of this Agreement;

B. If the Department is unable to advance the SIB Loan Proceeds to the Borrower, the Department shall terminate this Agreement and provide written notice thereof to the Borrower;

C. If the Borrower is in default on a Principal Payment or Interest Payment required under this Agreement, the Department may declare this Agreement to be terminated, or may exercise any of the rights granted the Department in this Agreement; but the payment obligations of the Borrower shall survive any such termination and shall continue in effect until discharged and satisfied; and

D. Upon repayment in full by the Borrower of the SIB Loan, and compliance by the Borrower with all other requirements of this Agreement, the Department shall execute and deliver to the Borrower a letter or other notice of payment, provided that, upon the execution and delivery of the written notice of payment by the Department, this Agreement shall automatically terminate, except with respect to any obligation of a party related to any losses, costs, expenses, penalties, claims, and liabilities due to the activities of a party, or any agent, employee, official, or contractor of a party, which obligations shall survive such termination.

Article 8. Notices

All notices to either party by the other party required under this Agreement will be delivered personally, via e-mail or sent by U.S. Mail, postage prepaid, addressed to such party at the following respective addresses:

Texas Transportation Commission: Texas Department of Transportation Attn: Project Finance and Toll Operations Division SIB Administration 125 East 11th Street Austin, TX 78701-2483 TexasSIB@txdot.gov	**Borrower**: City of El Paso Attn: Deputy City Manager – CFO 300 N. Campbell El Paso, TX 79901 rodriguezj2@elpasotexas.gov

All notices shall be deemed so delivered or deposited in the mail, unless otherwise provided herein. A party may change the above address by sending written notice of the change to the other party in the manner stated in this Article.

Article 9. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be

construed as if such invalid, illegal, or unenforceable provision had never been contained herein. In particular, but not by way of limitation, should all or any part of the pledge of security in this Agreement for any reason be held invalid, illegal or unenforceable in any respect, Borrower's obligations under this Agreement shall be treated as current expenses of the Borrower subject to the annual appropriation of lawfully available funds by the governing body of the Borrower for the payment of such obligations.

Article 10. Written Amendments

Any changes in the character, agreement, terms, or responsibilities of the parties must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by both parties. Any amendment relating to the amount of the SIB Loan Proceeds shall not exceed an aggregate of Fourteen Million Eight Hundred Twenty-Two Thousand Dollars ($14,822,000) for SIB loan numbers S2026-006-08 Railroad Drive Reconstruction, S2026-007-09 Sun Valley Street Improvements, S2026-005-07 Playa Drain Shared Used Path, S2026-008-10 Sunland Park Shared Use Path, and S2026-001-05 Traffic Management Center Updates.

Notwithstanding the foregoing, revisions to **Exhibit D** that occur as contemplated in this Agreement must be in writing but are not required to be executed by either party.

Article 11. Successors and Assigns

Except as provided in the next following sentence, this Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties. Each party is prohibited from assigning any of the rights or obligations conferred by this Agreement to any third party without the advance written approval of the other party. Any attempted assignment or other transfer of the rights or obligations of this Agreement without the consent of the other party shall be void and may be grounds for termination of this Agreement.

Article 12. Relationship of the Parties

Nothing in this Agreement shall be deemed or construed by the parties, or any third party, as creating the relationship of principal and agent between the Department and the Borrower.

Article 13. Interpretation

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

Article 14. Signatory Authority

Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement. Each signatory

on behalf of the Department and the Borrower, as applicable, is fully authorized to bind that entity to the terms of this Agreement.

Article 15. Taxable Obligations

The SIB Loan is not a “state or local bond” within the meaning of section 103(a) and (c) of the Internal Revenue Code of 1986, as amended; therefore, the interest on the SIB Loan is not excludable from the gross income of the holders thereof for federal income tax purposes.

*****SIGNATURE PAGES FOLLOW*****

Each party is signing this Agreement on the date stated next to that party's signature.

CITY OF EL PASO

By:_____ Date:_____
Dionne Mack
City Manager
City of El Paso

Approved As To Form:

_____
Roberta Brito
Senior Assistant City Attorney

TEXAS DEPARTMENT OF TRANSPORTATION

Executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission.

By:_____ Date:_____
Benjamin H. Asher
Project Finance and Toll Operations Division Director
Texas Department of Transportation

EXECUTION PAGE: SIB #S2026-006-08-01

EXHIBIT A

BORROWER'S RESOLUTION(S) AUTHORIZING LOAN APPLICATION

RECEIVED
By City Clerk's Office at 2:22 pm, Apr 16, 2025

RESOLUTION

WHEREAS, the State Infrastructure Bank, operated by the Texas Department of Transportation, is a revolving loan fund; and

WHEREAS, the estimated cost of the City of El Paso's portion of eligible transportation projects for FY 2025 through FY 2028 is $39,120,000.00; and

WHEREAS, the City Council for the City of El Paso deems it proper and in the best interest of the City of El Paso ("City") to apply for loans from the State Infrastructure Bank in an amount not to exceed $39,120,000.00 to be used towards the cost of the City of El Paso's portion of eligible transportation projects, including, but not limited to, roadway construction, right of way acquisition, utility relocation, local match and contingency costs; and

WHEREAS, the City is qualified to apply for and obtain financial assistance from the State Infrastructure Bank for this purpose.

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

THAT the City Council finds it is in the best interest of the City of El Paso to apply for loans from the State Infrastructure Bank in an amount not to exceed $39,120,000.00 to be used towards the cost of the City's portion of eligible transportation projects for FY 2025 through FY 2028, including, but not limited to, roadway construction, right of way acquisition, utility relocation, and local match costs.

THAT the City Council hereby authorizes the City Manager, or designee, to execute loan applications for eligible transportation projects from FY 2025 through FY 2028 from the State Infrastructure Bank and to submit the applications, together with all required documentation, to the Texas Department of Transportation for consideration.

THAT the list of applications to be submitted is attached hereto as Exhibit A and made a part hereof for all purposes.

(Signatures begin on the following page)

APPROVED this 29th day of April, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Joaquin Rodriguez
CID Grant Funded Programs Director

EXHIBIT A

Project Name	Year of Expenditure
FY 24	
Sean Haggerty Connection	FY 25
FY 25-28	
TMC Upgrades	FY 26
CBD IV	FY 26
Railroad Dr Reconstruction	FY 26
Playa Drain SUP	FY 26
SS4A	FY 26
Buffalo Soldier Reconstruction	FY 27
Sun Valley Dr Improvements	FY 27
Sunland Park SUP	FY 27
Grouped Projects (Active Transportation less than $1M)	
Downtown Bicycle Infrastructure	FY 25
McRae SUP Ph1 & Ph2	FY 25
Connected Bike Lanes TASA	FY 25
Border Traveler and Cargo ITS	FY 28
Video Surveillance & Count Stns Ph II	FY 28
Brown St Shared Use Path	FY 28
Shadow Mountain Dr SUP	FY 28

EXHIBIT B

TEXAS TRANSPORTATION COMMISSION MINUTE ORDER

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TEXAS TRANSPORTATION COMMISSION

The applicants listed in exhibit A have each submitted an application for financial assistance in the form of a loan from the State Infrastructure Bank (SIB) under Transportation Code, Chapter 222, Subchapter D, and Title 43 Texas Administrative Code (TAC), Chapter 6 (SIB Rules). Each application satisfies all requirements of the rules, including passage of a resolution authorizing submission of the application to the Texas Department of Transportation (department).

The intended use of the financial assistance conforms to the purposes of the SIB. Each applicant intends to use the financial assistance to pay for eligible project costs to perform work on various projects in various counties in Texas, as detailed in exhibit A.

The present and projected financial condition of the SIB is sufficient to cover the requested financial assistance for the projects.

In accordance with the SIB Rules, the executive director has negotiated all the terms of an agreement with each applicant as necessary to protect the public's safety and to prudently provide for the protection of public funds while furthering the purposes of the SIB, as contained in exhibit A.

The SIB Rules provide for both preliminary and final approval by the Texas Transportation Commission (commission) of any SIB loan in the principal amount of more than $10 million or in which the department does not have primary responsibility, unless the commission waives the preliminary approval requirement for that application. The commission has considered the financial condition of the bank, complexity and size of the project, the type of infrastructure or asset involved, the type and complexity of the financial assistance requested, the financial status of the applicant, the financial feasibility of the project, and the need to expedite the financing of the project and has determined to waive the preliminary approval requirement for the city of El Paso, city of Granbury and RCH Water Supply Corporation SIB loan applications, as listed in exhibit A.

The executive director or his designee implemented actions authorized and required by the SIB Rules for final approval. The executive director recommends that the commission grant final approval of the applications listed in exhibit A for financial assistance from the SIB up to the amount listed for each project.

In accordance with the SIB Rules, the commission finds that:

1. the projects listed in exhibit A are consistent with the metropolitan transportation plan developed by the applicable metropolitan planning organization, if appropriate;

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2. the projects listed in exhibit A will improve the efficiency of the state's transportation systems;

3. the projects listed in exhibit A will expand the availability of funding for transportation projects or reduce direct state costs;

4. the applications submitted show that the applicants listed in exhibit A are likely to have sufficient revenues to assure repayment of the financial assistance; and

5. providing financial assistance to each applicant listed in exhibit A will protect the public's safety and prudently provide for the protection of public funds, while furthering the purposes of the SIB.

IT IS THEREFORE DETERMINED AND ORDERED by the commission that each application listed in exhibit A submitted for financial assistance in the form of a loan from the SIB meets the applicable requirements of the SIB Rules and, in accordance with those provisions, the commission grants final approval of the applications for SIB loans under the terms contained within exhibit A up to the amount listed for each project to pay for the eligible project costs necessary for the projects.

IT IS FURTHER ORDERED by the commission that the executive director or his designee is directed and authorized to enter into financial assistance agreements for each of the attached SIB loan requests, which comply with the SIB Rules and which contains the terms attached hereto as exhibit A.

Submitted and reviewed by:

Signed by:
Benjamin H. Asher
E40115FC36E4474...
Director, Project Finance & Toll Operations Division

Recommended by:

DocuSigned by:
0E1B35AE191749E...
Executive Director

117114 January 29, 2026

Minute Number | Date Passed

Docusign Envelope ID: 075C11E7-3D9B-4DF0-91FF-AC7E0378859A

Exhibit A

State Infrastructure Bank Loan Terms

Applicant	Loan Amount (up to)	Pledged Collateral	Term to Maturity (up to)	Initial Repayment Deferral	Interest Rate	Project Description
City of El Paso (S2026-001-05)	$14,822,000	Ad-valorem Tax Revenues	25 years	N/A	3.44%	Development of five (5) MPO projects identified as Railroad Drive Reconstruction, Sun Valley Street Improvements, Playa Drain and Sunland Park Shared Use Paths, and Traffic Management Center Updates in El Paso County, Texas.
City of Granbury (S2026-002-01)	$16,800,000	Utility Revenues	20 years	N/A	3.99%	Utility relocation necessary for a non-tolled, on-system project to widen US 377 in Hood County, Texas
RCH Water Supply Corporation (S2025-006-01)	$17,400,000	Contract Revenues and Utility Revenues	25 years	N/A	4.55%	Utility relocation necessary for a non-tolled, on-system project to widen SH 205 in Rockwall County, Texas

EXHIBIT C

BORROWER'S RESOLUTION AUTHORIZING LOAN AGREEMENT

EXHIBIT D

AMORTIZATION SCHEDULE

LOAN SCHEDULE REPORT

EXHIBIT D - AMORTIZATION SCHEDULE

Loan Schedule for El Paso S2026-006-08

Term Number	Date	Loan Rate	Start Balance	Disbursement	Payment Due Amount	Principal Payment	Interest Payment	Interest Capitalized	End Balance
1	8/15/2027	3.44%	$0.00	$4,067,000.00	$0.00	$0.00	$0.00	$0.00	$4,067,000.00
2	8/15/2028	3.44%	$4,067,000.00	$0.00	$245,157.14	$105,252.34	$139,904.80	$0.00	$3,961,747.66
3	8/15/2029	3.44%	$3,961,747.66	$0.00	$245,157.14	$108,873.02	$136,284.12	$0.00	$3,852,874.64
4	8/15/2030	3.44%	$3,852,874.64	$0.00	$245,157.14	$112,618.25	$132,538.89	$0.00	$3,740,256.39
5	8/15/2031	3.44%	$3,740,256.39	$0.00	$245,157.14	$116,492.32	$128,664.82	$0.00	$3,623,764.07
6	8/15/2032	3.44%	$3,623,764.07	$0.00	$245,157.14	$120,499.66	$124,657.48	$0.00	$3,503,264.41
7	8/15/2033	3.44%	$3,503,264.41	$0.00	$245,157.14	$124,644.84	$120,512.30	$0.00	$3,378,619.57
8	8/15/2034	3.44%	$3,378,619.57	$0.00	$245,157.14	$128,932.63	$116,224.51	$0.00	$3,249,686.94
9	8/15/2035	3.44%	$3,249,686.94	$0.00	$245,157.14	$133,367.91	$111,789.23	$0.00	$3,116,319.03
10	8/15/2036	3.44%	$3,116,319.03	$0.00	$245,157.14	$137,955.77	$107,201.37	$0.00	$2,978,363.26
11	8/15/2037	3.44%	$2,978,363.26	$0.00	$245,157.14	$142,701.44	$102,455.70	$0.00	$2,835,661.82
12	8/15/2038	3.44%	$2,835,661.82	$0.00	$245,157.14	$147,610.37	$97,546.77	$0.00	$2,688,051.45
13	8/15/2039	3.44%	$2,688,051.45	$0.00	$245,157.14	$152,688.17	$92,468.97	$0.00	$2,535,363.28
14	8/15/2040	3.44%	$2,535,363.28	$0.00	$245,157.14	$157,940.64	$87,216.50	$0.00	$2,377,422.64
15	8/15/2041	3.44%	$2,377,422.64	$0.00	$245,157.14	$163,373.80	$81,783.34	$0.00	$2,214,048.84
16	8/15/2042	3.44%	$2,214,048.84	$0.00	$245,157.14	$168,993.86	$76,163.28	$0.00	$2,045,054.98
17	8/15/2043	3.44%	$2,045,054.98	$0.00	$245,157.14	$174,807.25	$70,349.89	$0.00	$1,870,247.73
18	8/15/2044	3.44%	$1,870,247.73	$0.00	$245,157.14	$180,820.62	$64,336.52	$0.00	$1,689,427.11
19	8/15/2045	3.44%	$1,689,427.11	$0.00	$245,157.14	$187,040.85	$58,116.29	$0.00	$1,502,386.26
20	8/15/2046	3.44%	$1,502,386.26	$0.00	$245,157.14	$193,475.05	$51,682.09	$0.00	$1,308,911.21
21	8/15/2047	3.44%	$1,308,911.21	$0.00	$245,157.14	$200,130.59	$45,026.55	$0.00	$1,108,780.62
22	8/15/2048	3.44%	$1,108,780.62	$0.00	$245,157.14	$207,015.09	$38,142.05	$0.00	$901,765.53

LOAN SCHEDULE REPORT

Loan Schedule for El Paso S2026-006-08

Term Number	Date	Loan Rate	Start Balance	Disbursement	Payment Due Amount	Principal Payment	Interest Payment	Interest Capitalized	End Balance
23	8/15/2049	3.44%	$901,765.53	$0.00	$245,157.14	$214,136.41	$31,020.73	$0.00	$687,629.12
24	8/15/2050	3.44%	$687,629.12	$0.00	$245,157.14	$221,502.70	$23,654.44	$0.00	$466,126.42
25	8/15/2051	3.44%	$466,126.42	$0.00	$245,157.14	$229,122.39	$16,034.75	$0.00	$237,004.03
26	8/15/2052	3.44%	$237,004.03	$0.00	$245,156.97	$237,004.03	$8,152.94	$0.00	$0.00

EXHIBIT E

ADVANCE FUNDING AGREEMENT
FOR STP-MM RECONSTRUCTION PROJECT OFF-SYSTEM,
DATED OCTOBER 29, 2023

ADVANCE FUNDING AGREEMENT
FOR STP-MM RECONSTRUCTION PROJECT OFF-SYSTEM AMENDMENT #1,
DATED MARCH 5, 2025

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TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-625	AFA ID	Z00003121		CFDA No.	20.205
AFA CSJs	0924-06-625				CFDA Title	Highway Planning and Construction
District #	24 ELP	Code Chart 64#	13400			
Project Name		Railroad Dr. Widening & Reconstruction			*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
STP-MM Reconstruction Project
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of El Paso**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shal1l design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116292, 116073** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Reconstruction.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **10/10/2023**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

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NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**N/A**	Utilities	Article 8
2.	**Local Government**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 11
4.	**Local Government**	Construction Responsibilities	Article 12
5.	**N/A**	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of the preliminary engineering, design, environmental assessment, and construction necessary to add one lane in each direction along Railroad drive from Purple Heart Highway to Shrub Oak in order to increase capacity from two lanes to four lanes. Project includes road rehabilitation and reconstruction of existing road from Purple Heart Highway to Shrub Oak Drive as shown on Attachment A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been

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contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local

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Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide

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the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds

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for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for

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federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

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14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

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G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

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16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
City of El Paso ATTN: CID Director of Grant Funded Programs P.O. Box 1890 El Paso, Texas 79950-1890	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this

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Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement

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covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

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B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

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A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate*.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it

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and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject

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to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE LOCAL GOVERNMENT

THE CITY OF EL PASO

By: DocuSigned by: Samuel Rodriguez 500F0DE325714A0...

Samuel Rodriguez for Cary Westin, Interim City Manager

10/29/2023

Date

APPROVED AS TO CONTENT:

DocuSigned by: Joaquin Rodriguez, AICP 9037ADB81450441...

Joaquin Rodriguez, AICP 10/26/2023

Director- Grant Funded Programs

APPROVED AS TO FORM:

DocuSigned by: Roberta Brito EDCF213D39EA446...

Roberta Brito 10/25/2023

Assistant City Attorney

THE STATE OF TEXAS

DocuSigned by: Kenneth Stewart F1CDA80FDB8C4B6...

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

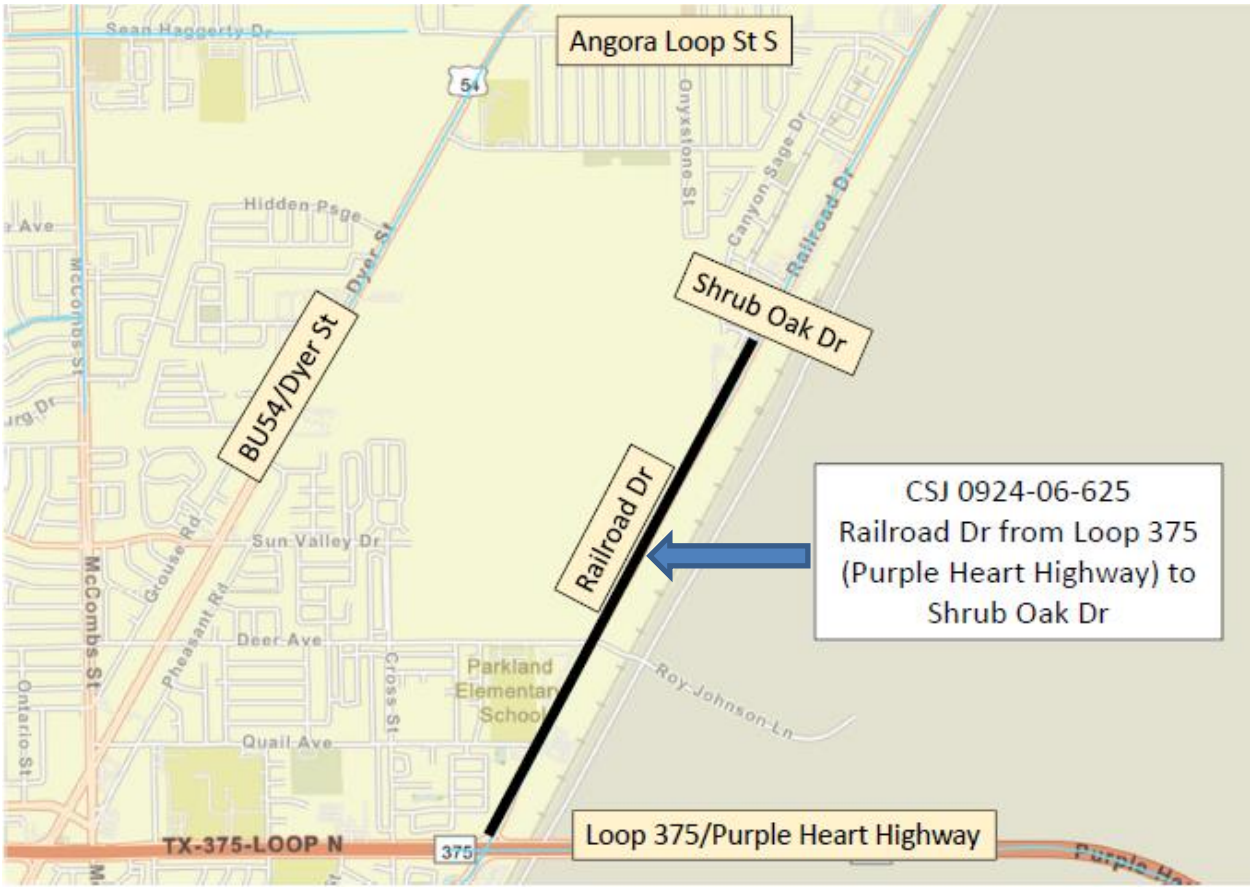
Typed or Printed Title

10/29/2023

Date

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ATTACHMENT A
LOCATION MAP SHOWING PROJECT



TxDOT:					Federal Highway Administration:	
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ATTACHMENT B
PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Preliminary Engineering [PE] CAT 3- Local (by Local Gov't)	$2,116,000	0%	$0	0%	0%	$0	100%	100%	$2,116,000
Preliminary Engineering [PE] CAT 7- STP MM (by Local Gov't)	$1,084,000	80%	$867,200	0%	14%	$151,760	20%	6%	$65,040
Environmental portion of PE CAT 7- STP MM (by Local Gov't)	$300,000	80%	$240,000	0%	14%	$42,000	20%	6%	$18,000
Construction CAT 7- STP MM (by Local Gov't)	$19,220,998	80%	$15,376,798.40	0%	14%	$2,690,939.72	20%	6%	$1,153,259.88
Subtotal	$22,720,998		$16,483,998.40			$2,884,699.72			$3,352,299.88
Environmental Direct State Costs	$38,441	80%	$30,752.80	0%	14%	$5,381.74	20%	6%	$2,306.46
Right of Way Direct State Costs	$9,611	80%	$7,688.80	0%	0%	$0	20%	20%	$1,922.20
Engineering Direct State Costs	$48,052	80%	$38,441.60	0%	14%	$6,727.28	20%	6%	$2,883.12
Utility Direct State Costs	$9,611	80%	$7,688.80	0%	0%	$0	20%	20%	$1,922.20
Construction Direct State Costs	$86,495	80%	$69,196	0%	14%	$12,109.30	20%	6%	$5,189.70
Indirect State Costs (4.73%)	$909,153	0%	$0	100%	0%	$909,153	0%	0%	$0
TOTAL	$23,822,361		$16,637,766.40			$3,818,071.04			$3,366,523.56

Initial payment by the Local Government to the State: $9,033.98
Payment by the Local Government to the State before construction: $5,189.70
Total payment by the Local Government to the State: $14,223.68

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ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

RESOLUTION

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

THAT the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the design and construction of the Surface Transportation Program grant improvements to Railroad Dr. from Purple Heart Highway to Shrub Oak Dr. for a total estimated project cost of $23,822,361.00 of which the estimated local government participation amount is estimated at $3,366,523.56 plus any cost overruns. 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.

APPROVED this 10 day of OCTOBER 2023.

THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Joaquín Rodriguez, AICP
Capital Improvement Department

HQ 23-1493 | Tran#502808 | CID
AFA for Railroad Widening and Reconstruction Project
RAB

Docusign Envelope ID: C45A56A0-CB85-46E9-9853-90E2A9F2C0AD

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THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
STP-MM Reconstruction Project
Off-System

AMENDMENT #1

THIS AMENDMENT is made by and between the State of Texas, acting through the **Texas Department of Transportation**, called the "State", and the **City of El Paso**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the parties executed a contract on **10/29/2023** to effectuate their agreement to **perform preliminary engineering, design, environmental assessment, and construction as necessary to add one lane in each direction along Railroad drive from Purple Heart Highway to Shrub Oak Drive in order to increase capacity from two lanes to four lanes**; and,

WHEREAS, it has become necessary to amend that contract in order to **decrease Category 7 STP funds from $17,305,338 to $15,205,338 and increase Category 10 CRP funds from $0 to $2,100,000; apply $2,116,000 of Category 3 Local Contribution to Construction Phase instead of Preliminary Engineering Phase; and increase Category 7 STP funds for Preliminary Engineering from $1,384,000 to $3,500,000 in order to align with El Paso MPO administrative amendment**;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the parties do agree as follows:

AGREEMENT

Attachment B, **Project Budget**, is deleted in its entirety and replaced with Attachment B-**1**, **Project Budget**, which is attached to and made a part of this Amendment. The total estimated cost of the Project **increased** by $ **200,340**, from $ **23,822,361** to $ **24,022,701**, due to **the decrease of Category 7 STP funds from $17,305,338 to $15,205,338 and increase of Category 10 CRP funds from $0 to $2,100,000 in order to align with El Paso MPO administrative amendment**.

All other provisions of the original contract are unchanged and remain in full force and effect.

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Project Name		Railroad Dr. Widening & Reconstruction			*AFA Not Used For Research & Development*	

Signatory Warranty
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE LOCAL GOVERNMENT

THE CITY OF EL PASO

Signed by:
Dionne Mack
5AA138297A09462...
Signature

Dionne Mack
Typed or Printed Name

City Manager
Typed or Printed Title

3/4/2025
Date

APPROVED AS TO CONTENT:

DocuSigned by:
Roberta Brito
FDCF213D39EA446...
Roberta Brito

APPROVED AS TO FORM:

DocuSigned by:
Joaquin Rodriguez
9037ADB814504A1...
Joaquin Rodriguez

THE STATE OF TEXAS

DocuSigned by:
Kenneth Stewart
51CDA80FDB8C4B6...
Signature

Kenneth Stewart
Typed or Printed Name

Director, Contract Services
Typed or Printed Title

3/5/2025
Date

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ATTACHMENT B-1
PROJECT BUDGET

Costs will be allocated based on 80% Federal funding, 14% State funding, and 6% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Preliminary Engineering [PE] CAT 7 (by Local Gov't)	$3,200,000	80%	$2,560,000	0%	14%	$448,000	20%	6%	$192,000
Environmental portion of PE CAT 7 (by Local Gov't)	$300,000	80%	$240,000	0%	14%	$42,000	20%	6%	$18,000
Construction CAT 3 (by Local Gov't)	$2,116,000	0%	$0	0%	0%	$0	100%	100%	$2,116,000
Construction CAT 7 (by Local Gov't)	$15,205,338	80%	$12,164,270	0%	14%	$2,128,747.32	20%	6%	$912,320.68
Construction CAT 10 (by Local Gov't)	$2,100,000	80%	$1,680,000	0%	14%	$294,000	20%	6%	$126,000
Subtotal	$22,921,338		$16,644,270			$2,912,747.32			$3,364,320.68
Environmental Direct State Costs	$38,441	80%	$30,752.80	0%	14%	$5,381.74	20%	6%	$2,306.46
Right of Way Direct State Costs	$9,611	80%	$7,688.80	0%	0%	$0	20%	20%	$1,922.20
Engineering Direct State Costs	$48,052	80%	$38,441.60	0%	14%	$6,727.28	20%	6%	$2,883.12
Utility Direct State Costs	$9,611	80%	$7,688.80	0%	0%	$0	20%	20%	$1,922.20
Construction Direct State Costs	$86,495	80%	$69,196	0%	14%	$12,109.30	20%	6%	$5,189.70
Indirect State Costs (4.73%)	$909,153	0%	$0	100%	0%	$909,153	0%	0%	$0
TOTAL	$24,022,701		$16,798,038			$3,846,118.64			$3,378,544.36

Initial payment by the Local Government to the State: $9,033.98
Payment by the Local Government to the State before construction: $5,189.70
Total payment by the Local Government to the State: $14,223.68

File #: 26-0681, **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
Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065
Capital Improvement Department, Margaret Schroeder, (915) 212-0065

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 hereby accepts the State Infrastructure Bank loan agreement in its substantially final form in order to secure receipt of funds in the amount of Four Hundred Eighty-Four Thousand Dollars ($484,000.00), to be fully repaid over no more than twenty five (25) years, for SIB loan number S2026-007-09 Sun Valley Street Improvements, to finance the City's local match and actual cost of construction, environmental, utility relocation, engineering, and right of way acquisition of the Project, that the City Council hereby authorizes the City Manager to execute the State Infrastructure Bank loan agreement, together with all required documentation, to effectuate the City's intent to borrow such funds, and that the City Council further authorizes the City Manager to take or perform any actions required for implementation of this Resolution to receive funding from the State Infrastructure Bank and authorizes the City Manager, or designee, to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: CID Grant Funded Program & Fire Department

AGENDA DATE: 6/9/26

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME: Joaquin Rodriguez **PHONE NUMBER:** 915-212-0065

2nd CONTACT PERSON NAME: Margaret Schroeder **PHONE NUMBER:** 915-212-0065

DISTRICT(S) AFFECTED: 4

AGENDA ITEM:

A resolution that the City Council hereby accepts the State Infrastructure Bank loan agreement in its substantially final form in order to secure receipt of funds in the amount of Four Hundred Eighty-Four Thousand Dollars ($484,000.00), to be fully repaid over no more than twenty five (25) years, for SIB loan number S2026-007-09 Sun Valley Street Improvements, to finance the City's local match and actual cost of construction, environmental, utility relocation, engineering, and right of way acquisition of the Project, that the City Council hereby authorizes the City Manager to

ISSUE STATEMENT:

This action asks City Council to approve a resolution that authorizes the City Manager to execute a loan agreement for $484,000 with the State Infrastructure Bank Transportation Loan Program to finance the City's local match and local contribution for the Sun Valley Street Improvements project.

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BACKGROUND:

In April, 2025 Council approved the use of SIB loans to fund the city's match and local contribution for federally funded transportation projects. The next step is to execute loan agreements for those projects previously approved by Council. The loan for the Sun Valley Street Improvements project will be used to cover the local match and local contribution for this federally funded infrastructure investment.

COUNCIL OPTIONS:

Approve the Resolution - the loan agreement will be executed
Deny the resolution - the loan agreement will not be executed

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

April 10, 2025 - Financial Oversight and Audit Committee

RELATED CITY POLICIES:

NA

PRIOR COUNCIL ACTION:

April 29, 2025 - Council approved a resolution to authorize the City Manager to execute loan applications for eligible FY 25-28 transportation projects

LEGAL REVIEW:

☐ *Legal counsel reviewed as a part of Council packet*

☑ *Legal counsel reviewed in advance of packet as an individual item*

AMOUNT AND SOURCE OF FUNDING:

$484,000 -TxDOT State Infrastructure Bank (SIB) - Transportation Loan Program

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

N/A

FOR MORE INFORMATION:

Joaquin Rodriguez 915-268-5148 RodriguezJ2@elpasotexas.gov

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

SIGNATURE: Joaquin Rodriguez

Digitally signed by Joaquin Rodriguez
Date: 2026.05.22 07:47:53 -06'00'

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

RESOLUTION

WHEREAS, the State Infrastructure Bank, operated by the Texas Department of Transportation, is a revolving loan fund; and

WHEREAS, the City of El Paso (the "City") is developing a project for Sun Valley Street Improvements, identified as CSJ # 0924-06-729 ("Project"); and

WHEREAS, the City deems it proper and in the best interest of the City to execute a loan agreement from the State Infrastructure Bank in the amount of Four Hundred Eighty-Four Thousand Dollars ($484,000.00) to be used for the development of the Project, including the City's local match and the actual cost of construction, environmental, engineering, utility relocation, and right of way acquisition of the Project; and

WHEREAS, the City is qualified to apply for and obtain financial assistance from the State Infrastructure Bank for this purpose; and

WHEREAS, on April 29, 2025 the City Council approved a Resolution authorizing the submission of a loan application to the State Infrastructure Bank.

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

Section 1. That the City Council hereby accepts the State Infrastructure Bank loan agreement in its substantially final form in order to secure receipt of funds in the amount of Four Hundred Eighty-Four Thousand Dollars ($484,000.00), to be fully repaid over no more than twenty-five (25) years, for SIB loan number S2026-007-09 Sun Valley Street Improvements, to finance the City's local match and actual cost of construction, environmental, engineering, utility relocation, and right of way acquisition of the Project.

Section 2. That the City Council hereby authorizes the City Manager to execute the State Infrastructure Bank loan agreement, together with all required documentation, to effectuate the City's intent to borrow such funds.

Section 3. That the City Council further authorizes the City Manager to take or perform any actions required for implementation of this Resolution to receive funding from the State Infrastructure Bank and authorizes the City Manager, or designee, to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended.

(Signatures on the following page)

APPROVED this ____ day of _____, 2026.

CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Joaquin Rodriguez, Director
CID Grant Funded Programs

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

STATE INFRASTRUCTURE BANK LOAN AGREEMENT

This State Infrastructure Bank Loan Agreement (Agreement) is made by and between the Texas Transportation Commission (Commission) acting by and through the Texas Department of Transportation (Department), an agency of the State of Texas (State), and City of El Paso (Borrower), a political subdivision of the State of Texas, located in El Paso County, Texas.

W I T N E S S E T H

WHEREAS, the Secretary of Transportation of the United States Department of Transportation is authorized by the National Highway System Designation Act (Section 350 of Public Law 104-59) to enter into cooperative agreements with certain states, including Texas, to establish a state infrastructure bank for the purpose of making loans and providing other financial assistance to public and private entities, so as to encourage public and private investment in transportation facilities, expand the availability of funding for transportation projects, and reduce state costs; and

WHEREAS, the Texas Legislature established the State Infrastructure Bank (SIB) as an account in the State Highway Fund to be administered by the Texas Transportation Commission (Transportation Code, Chapter 222, Subchapter D); and

WHEREAS, the Texas Transportation Commission has adopted rules to implement the SIB program, including eligibility criteria for financial assistance (Title 43, Texas Administrative Code (TAC), Part 1, Chapter 6); and

WHEREAS, the Borrower is developing a project in El Paso County, Texas for Sun Valley Street Improvements, identified as CSJ # 0924-06-729 (Project). The Borrower is providing a local match and the actual cost of construction, environmental, engineering, utility relocation, and right of way acquisition necessary for the Project pursuant to the Advance Funding Agreement For Surface Transportation Program (STP - MM Reconstruction Project) Off-System, dated April 23, 2024, and the Advance Funding Agreement For Surface Transportation Program (STP - MM Reconstruction Project) Off-System Amendment #1 dated August 28, 2025; attached hereto as **Exhibit E**; and

WHEREAS, the Borrower is a public entity in Texas and is authorized by law to construct, maintain, or finance the Borrower's local match and actual cost of the Project and may borrow money from the SIB under Texas Transportation Code §222.0745 for that purpose; and

WHEREAS, in accordance with 43 TAC §6.23, the Borrower submitted an application to the Department seeking to borrow Fourteen Million Eight Hundred Twenty-Two Thousand Dollars ($14,822,000) from the SIB to pay for the development of five (5) metropolitan

planning organization projects, including to pay for the Borrower's local match and the actual cost of construction, environmental, engineering, utility relocation, and right of way acquisition of the Project; and

WHEREAS, in accordance with 43 TAC §6.32(c)(2): (1) the Project is consistent with the metropolitan transportation plan developed by a metropolitan planning organization, if applicable; (2) the Project will improve the efficiency of the State's transportation systems; (3) the Project will expand the availability of funding for transportation Projects or reduce direct State costs; and (4) the application shows that the Project and the applicant are likely to have sufficient revenues to assure repayment of the financial assistance; and

WHEREAS, in accordance with 43 TAC §6.32(d), if 43 TAC Chapter 2 applies to the project, as provided under 43 TAC §2.3, construction of the project, other than construction activities described in Title 23, United States Code, §101(a)(4)(A), may not begin before an environmental review under Chapter 2 is completed; and

WHEREAS, the Borrower passed a Resolution on April 29, 2025, authorizing the SIB loan application in the amount of up to Thirty-Nine Million One Hundred Twenty Thousand ($39,120,000) for various projects including the Project. The above-referenced resolution is attached hereto as **Exhibit A**; and

WHEREAS, in accordance with 43 TAC §6.32, the Department reviewed, analyzed, and found the application to be in compliance with the requirements of 43 TAC Chapter 6; and

WHEREAS, the Texas Transportation Commission, in Minute Order No. 117114 dated January 29, 2026, attached hereto as **Exhibit B,** granted final approval of the application from the Borrower to borrow up to Fourteen Million Eight Hundred Twenty-Two Thousand Dollars ($14,822,000) from the SIB for the development of five (5) metropolitan planning organization projects identified as Railroad Drive Reconstruction, Sun Valley Street Improvements, Playa Drain Shared Used Path, Sunland Park Shared Use Path, and Traffic Management Center Updates and authorized the Executive Director of the Department or his designee to enter into a financial assistance agreement with the Borrower to finance the Borrower's local match and the actual cost of construction of the Project; and

WHEREAS, the Borrower and the Department intend to enter into five (5) separate SIB loan agreements for each of the identified projects not to exceed Fourteen Million Eight Hundred Twenty-Two Thousand Dollars (14,822,00); and

WHEREAS, the initial amounts of the SIB loan agreements will be Four Million Sixty-Seven Thousand Dollars ($4,067,000) for SIB loan number S2026-006-08 Railroad Drive Reconstruction, Four Hundred Eighty-Four Thousand Dollars ($484,000) for SIB loan number S2026-007-09 Sun Valley Street Improvements, Four Hundred Fifty-Eight Thousand Dollars ($458,000) for SIB loan number S2026-005-07 Playa Drain Shared Used Path, Three Million Eight Hundred Thirteen Thousand Dollars ($3,813,000) for SIB loan number S2026-008-10 Sunland Park Shared Use Path, and Six Million Dollars ($6,000,000) for SIB loan number S2026-001-05 Traffic Management Center Updates; and

WHEREAS, the Borrower also passed Resolution No. on , authorizing the Borrower's City Manager to enter into this Agreement for a loan in the amount of Dollars ($), attached hereto as **Exhibit C**; and

WHEREAS, the Borrower has submitted a certificate warranting that the proposed security is eligible to be used to repay the loan and that the financial assistance will not violate any of the borrowing or bond commitments the borrower may have in place; and

WHEREAS, the Department has determined that the money in the SIB to be used to make the loan is "secondary funds" and "financial assistance from other than general obligation bond proceeds," as those terms are used in 43 TAC Chapter 6; and

WHEREAS, the Borrower will repay the loan with funds other than federal funds.

NOW, THEREFORE, the Department and the Borrower agree as follows:

A G R E E M E N T

Article 1. Financial Assistance.

A. SIB Loan. The Department, on behalf of the Commission, will make a loan to the Borrower in the amount of Four Hundred Eighty-Four Thousand Dollars ($484,000) from the SIB (SIB Loan) to finance Borrower's local match and the actual cost of construction, environmental, engineering, utility relocation, and right of way acquisition of the Project.

B. Conditions to Loan Disbursement. Prior to funds being disbursed pursuant to Article 1(C) and in accordance with 43 TAC Chapter 6, an environmental review of the Project, in compliance with the Department's environmental rules in 43 TAC Chapter 2, must be conducted as part of the Department's environmental assessment of the Project.

C. SIB Loan Disbursement. On each Disbursement date as shown on **Exhibit D**, the Department will transfer the amounts shown in **Exhibit D** for a total of Four Hundred Eighty-Four Thousand Dollars ($484,000) from the SIB (SIB Loan Proceeds) to the Borrower for deposit with the Borrower's depository bank Wells Fargo Bank N.A., located in El Paso, Texas, into an account established by the Borrower with its depository bank or investment pool as prescribed by state law (Project Account). The Borrower shall use the SIB Loan Proceeds for payment of the Borrower's local match and the actual cost of construction, environmental, engineering, utility relocation, and right of way acquisition of the Project. The Borrower shall not use the SIB Loan Proceeds for any purpose other than that described in this Agreement.

The investment of any SIB Loan Proceeds shall be handled in a manner that complies with the Public Funds Investment Act, Texas Government Code, Chapter 2256. The SIB Loan Proceeds shall be adequately collateralized in a manner that complies with the Public Funds Collateral Act, Texas Government Code, Chapter 2257. The depository bank shall not commingle funds in the Project Account with any other funds held by the depository bank or the investment pool. If, during the course of this Agreement, the Borrower wishes to change

its depository bank or investment fund, the Borrower shall obtain the Department's approval prior to the transfer of any remaining SIB Loan Proceeds or any other funds into an equivalent account in the new depository bank or investment fund, subject to the same security and fund segregation requirements described in this Agreement.

Interest earned on the SIB Loan Proceeds can only be used to pay for eligible costs of the Project or to prepay the loan under Article 1, Section I.

D. Security Provisions.

(1) Pledge of Tax Revenues.

The Borrower hereby covenants and agrees to secure and repay the SIB Loan and accrued interest hereon pursuant to the terms of this Agreement from the Borrower's ad valorem tax revenues, and that the Department has a contractual right to and pledge of such revenues to guarantee repayment. The Borrower hereby agrees that during each year while the SIB Loan is outstanding and unpaid, the Borrower shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the funds required to pay the interest on the SIB Loan as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the SIB Loan as such principal matures (but never less than 2% of the original principal amount of the SIB Loan as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the Borrower, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property within the Borrower's jurisdiction for each year while any of the SIB Loan is outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund (defined below). Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the SIB Loan, as such interest comes due and such principal matures, are hereby pledged to such payment, within the limits prescribed by law. The amount of taxes to be levied annually for the payment of principal of and interest on the SIB Loan shall be determined and accomplished in the following manner:

(a) The Borrower's annual budget, beginning the year in which this Agreement becomes effective, shall reflect (i) the amount of principal and interest on the SIB Loan to become due in the next succeeding Fiscal Year of the Borrower, and (ii) the amount of ad valorem tax revenues or other lawfully available funds estimated and budgeted to be available for the payment of the principal of and interest on the SIB Loan during the next succeeding Fiscal Year of the Borrower.

(b) The amount required to be provided each Fiscal Year throughout the duration of this Agreement shall be the amount, if any, by which the principal and interest to be paid on the SIB Loan in the next succeeding Fiscal Year of the Borrower exceeds the sum of (i) the amount of Pledged Revenues shown to be on deposit in the Interest and Sinking Fund (after giving effect to any payments required to be made during the remainder of the then current Fiscal Year) at the time the annual budget is prepared, and (ii) the Pledged

Revenues or other lawfully available funds shown to be budgeted and available (subject to the requirements of any prior lien obligations) for payment of said debt service requirements.

(c) The Borrower shall budget an amount of ad valorem tax revenue sufficient to pay the annual payment of the SIB Loan. Following the final approval of the annual budget of the Borrower, the governing body of the Borrower shall levy an ad valorem tax at a rate sufficient to produce taxes in the amount determined in paragraph (b) above, to be utilized for purposes of paying the principal of and interest on the SIB Loan in the next succeeding Fiscal Year of the Borrower.

(2) Perfection of Security Interest.

Chapter 1208, Texas Government Code, applies to the execution and delivery of the SIB Loan and the pledge of revenues granted by the Borrower herein, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the SIB Loan is outstanding and unpaid such that the pledge of revenues granted by the Borrower pursuant to the paragraph above is to be subject to the filing requirements of Chapter 9, Texas Business and Commerce Code, then in order to preserve to the Department the perfection of the security interest on the pledged revenues in Article I of this Agreement, the Borrower agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

E. Loan Repayment. The SIB Loan is to be repaid over a period of no more than Twenty-Five (25) years, with a final maturity date of August 15, 2050, in accordance with the amortization schedule attached to this Agreement as **Exhibit D**. Principal due on the SIB Loan shall be due annually beginning on August 15, 2026, and on each August 15 thereafter including the final principal payment date as shown on **Exhibit D** attached hereto (each a Principal Payment Date), and in the amounts (each a Principal Payment) as shown on **Exhibit D** attached hereto.

The SIB Loan shall bear interest from the Deposit Date as shown on **Exhibit D** at the rate of 3.44% per annum (Loan Rate), such interest to be calculated on the basis of a 360-day year composed of twelve 30-day months (each an Interest Payment). Interest Payments will be due annually beginning on August 15, 2026, and on each August 15 thereafter in the years as shown on **Exhibit D** attached hereto (each an Interest Payment Date). The Principal Payment Dates and the Interest Payment Dates are collectively referred to as (Payment Dates). If a Payment Date is not on a business day, the Interest Payment and/or Principal Payment due shall be made on the next following business day.

F. Draw of Funds from Project Account. SIB Loan funds in the Project Account shall only be drawn upon by the Borrower and used for Project costs as described in this Agreement. All draws from the Project Account for such costs related to the Project shall be in accordance with a requisition prepared by or approved by the Borrower, and all such requisitions and Project costs shall be subject to the review and approval of the Department.

G. Interest and Sinking Fund. The Borrower shall establish at its depository bank a SIB Loan Interest and Sinking Fund. Interest Payments due on the SIB Loan and each Principal Payment due on the SIB Loan shall be deposited into this Interest and Sinking Fund by the Borrower prior to each Payment Date. On or before each Payment Date, the Borrower shall cause its depository bank to transfer from the SIB Loan Interest and Sinking Fund to the Department, the applicable Interest Payment and/or Principal Payment as set forth in this Agreement.

H. Advances. The repayment of all or any portion of the SIB Loan shall not entitle the Borrower to any subsequent advances from the Department, nor shall the Department have any obligation to advance to or for the benefit of the Borrower any amount in excess of the SIB Loan. All costs incurred by the Borrower for its portion of the Project in excess of the par amount of the SIB Loan shall be the responsibility of the Borrower.

I. Prepayment.

(1) Voluntary Prepayment. Principal due on the SIB Loan and interest accrued at the Loan Rate through and including the date of prepayment may be prepaid by the Borrower without penalty, in whole or in part, on any business day.

(2) Mandatory Prepayment. Should the Project or this Agreement be terminated for any reason or should any amounts of disbursed SIB Loan Proceeds not be applied to pay Project costs, the Borrower shall return any misapplied SIB Loan Proceeds or unexpended portion of the SIB Loan Proceeds to the Department as a prepayment.

(3) Application of Prepayments. Upon receipt of a prepayment from the Borrower of a portion (and not the whole) of the outstanding principal amount of the SIB Loan the Department shall apply such prepayment to the outstanding principal due on the SIB Loan;

(4) Upon either voluntary or mandatory prepayment, the remaining principal due on the SIB Loan will be re-amortized over the term of the SIB Loan and **Exhibit D** will be revised by the Department to reflect the remaining Principal Payments and the revised Interest Payments due; and

(5) Such revised **Exhibit D** shall be submitted to the Borrower to be attached to and become an integral part of this Agreement.

J. Late Payment. Payments not received by the applicable Payment Date will bear interest at the Loan Rate (with overdue interest as well as overdue principal bearing interest) until paid. Such additional interest shall be calculated by the Department on the basis of a 360-day year composed of twelve 30-day months. The parties may prepare a revised **Exhibit D** (amortization schedule) showing the increase in interest due resulting from late payment, default, or pursuant to other terms and conditions of this Agreement.

K. Payment with Federal Funds. The Borrower hereby covenants and agrees that federal funds will not be used to make payments due on the SIB Loan.

Article 2. Use of SIB Loan for Project Costs

The Borrower is developing the Project. The Borrower is responsible to fund the local match and the actual cost of construction, environmental, engineering, utility relocation, and right of way acquisition of the Project. The Borrower may use the SIB Loan only for the actual costs incurred by the Borrower for local match and the actual cost of construction, environmental, engineering, utility relocation, and right of way acquisition necessary for the construction of the Project as detailed in this Agreement.

Article 3. Project Responsibilities for Projects

A. The SIB Loan Proceeds are "secondary funds" and "financial assistance from other than general obligation bond proceeds," as those terms are used in 43 TAC Chapter 6. However, if any federal funds will be used to pay for, or reimburse costs of, the Project, with respect to work on the Project, the Borrower and the Department are required to comply with the requirements of the United States Code, Title 23, for federal-aid highways. The Borrower and the Department must conduct all right-of-way or other land acquisitions, relocations, and utility adjustments in accordance with the United States Code, Title 42 – The Public Health and Welfare, Chapter 61 – Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs (the Uniform Act) and the regulations issued thereunder.

B. The Borrower is responsible for funding its portion of Project costs in compliance with all applicable federal, state, and local laws, regulations, policies, and ordinances. The Department has certain rights and responsibilities related to the Project, including ensuring that the completion of the Project is performed in compliance with all applicable laws, regulations, and policies.

C. For state highway improvement project, all plans and specifications for the Project shall be in compliance with the current editions of the design and construction manuals of the Department, and the Standard Specifications for the Construction and Maintenance of Highways, Streets, and Bridges (the "Standard Specifications"), as they may apply. For work on projects not on the state highway system, plans and specifications must be, at a minimum, incompliance with applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

D. All construction plans shall be signed and dated by a professional engineer licensed by the State of Texas.

E. The actions and decisions regarding the Project made by the Department shall not be contestable by the Borrower.

F. The Borrower shall provide the Department and the Federal Highway Administration, or their authorized representatives, with right of entry or access to all properties or locations necessary to perform the work for the Project, inspect the work, or otherwise aid in the prompt pursuit of the work. The Borrower shall also provide the Department, the Federal Highway Administration, the Comptroller General of the United States, and the Texas State Auditor's Office, or their authorized representatives, with right of access to any books, documents, papers, or other records of the Borrower which are pertinent to the Project or its

financing as described in this Agreement, in order to make audits, examinations, excerpts, and transcripts, or to complete the Project accounting described in this Agreement.

Article 4. Project Accounting; Filing of Reports; Retention of Records

A. The Borrower shall account for: (i) all actual costs associated with the Borrower's local match and actual cost of the Project, and (ii) disbursements made to the Department, if any, associated with the Project using generally accepted accounting principles in the United States, as promulgated by the Governmental Accounting Standards Board or the Financial Accounting Standards Board, or pursuant to applicable federal or state laws or regulations. The Borrower shall maintain its books and records in accordance with generally accepted accounting principles in the United States, as promulgated by the Governmental Accounting Standards Board or the Financial Accounting Standards Board, or pursuant to applicable federal or State laws or regulations, and with all other applicable federal and state requirements. The Borrower will make its accounting records available at reasonable times to the Department for inspection during performance of the Borrower's work related to the Project and upon its completion.

B. On each Principal Payment Date (until the next Principal Payment Date occurring after the year in which all SIB Loan Proceeds are expended), in a format prescribed by the department, the Borrower shall provide to the Department (one copy to the Department's District Office and one copy to the Department's SIB Administration Office) an accounting of the SIB Loan Proceeds expended (Annual Expenditure Report).

C. The Borrower shall also, at the Borrower's cost, have a full audit of its books and records performed annually by an independent certified public accountant selected by the Borrower and reasonably acceptable to the Department. The audit must be conducted in accordance with generally accepted auditing standards promulgated by the Financial Accounting Standards Board, the Governmental Accounting Standards Board, or the standards of the Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-profit Organizations, as applicable, and with all other applicable federal and state requirements. The Borrower shall cause the auditor to provide a full copy of the audit report and any other management letters or auditor's comments directly to the Department within a reasonable period of time after an audit report and any related documents have been provided to the Borrower's governing body.

D. The State Auditor may conduct an audit or investigation of the Borrower with respect to the funds received from the Department directly under this Agreement or of the payments received by third parties from the Borrower using the SIB Loan Proceeds. Acceptance of funds directly under this Agreement or indirectly through payments using SIB Loan Proceeds acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

E. The Borrower shall retain all original Project files, records, accounts, and supporting documents relating to the relocation of Borrower utilities needed for the Project until the later of the date that: (1) the Project is completed; (2) the SIB Loan has been paid in full; or (3)

the retention period required by State and federal law ends. The Borrower shall retain, or cause its auditor to retain, all work papers and reports relating to an audit performed pursuant to this Agreement until the fourth anniversary of the date of the audit report, unless the Department notifies the Borrower in writing of a later date for the end of the retention period. During the retention period, the Borrower shall make audit work papers available to the Department within 30 days of the date that the Department requests those papers.

F. All information submitted by the Borrower (annual financial/disclosure information and notices) to the Electronic Municipal Market Access ("EMMA") System of the Municipal Securities Rulemaking Board with respect to the Borrower's bonds and other similar obligations payable from the same revenues as the SIB Loan must be submitted to the Department, within 30 days of posting to EMMA. Such information may be submitted to the Department by hard copy or by notification to the Department of the Borrower's posting with EMMA, together with the applicable CUSIP number(s).

G. The Borrower shall submit to the Department within 30 days of the date of adoption the annual operating and capital budgets adopted by the Borrower each fiscal year under a trust agreement, indenture, bond resolution or ordinance, or equivalent document securing bonds or other obligations issued for a Project, and any amended or supplemental operating or capital budget, approved by the Borrower and certified as correct by its chief administrative officer or chief financial officer.

Article 5. Default

A. The Borrower shall be in default if it fails to repay the SIB Loan (the Principal Payments and the Interest Payments) or otherwise fails to comply with any term of this Agreement. The Department shall not be obligated to take further action nor resume its obligations under this Agreement until the Borrower is no longer in default. The Borrower shall reimburse the Department for all costs or other losses of funds resulting from any default or failure to perform by the Borrower.

B. The Borrower agrees that in the event of a default under this Agreement the Department may, by all legal and equitable means, require the Borrower and any appropriate official of the Borrower (acting solely in his/her official capacity) to remedy any default under, and carry out the provisions of, this Agreement, including specifically the use and filing of mandamus proceedings. Venue for any legal proceedings shall be in Travis County, Texas.

Article 6. Borrower Solely Responsible

The Borrower agrees that it is solely responsible for all losses, costs, expenses, penalties, claims, and liabilities due to activities of the Borrower and its agents, employees, officers, or contractors performed under this Agreement, and which result from an error, omission, or negligent act of the Borrower or any agent, employee, official, or contractor of the Borrower. Notwithstanding anything in this Agreement to the contrary, this provision shall survive any termination of this Agreement.

Article 7. Termination

This Agreement may be terminated upon the occurrence of any of the following conditions:

A. If both parties to this Agreement agree in writing to such termination; provided, however, that any such termination is specifically subject to the requirements of this Agreement;

B. If the Department is unable to advance the SIB Loan Proceeds to the Borrower, the Department shall terminate this Agreement and provide written notice thereof to the Borrower;

C. If the Borrower is in default on a Principal Payment or Interest Payment required under this Agreement, the Department may declare this Agreement to be terminated, or may exercise any of the rights granted the Department in this Agreement; but the payment obligations of the Borrower shall survive any such termination and shall continue in effect until discharged and satisfied; and

D. Upon repayment in full by the Borrower of the SIB Loan, and compliance by the Borrower with all other requirements of this Agreement, the Department shall execute and deliver to the Borrower a letter or other notice of payment, provided that, upon the execution and delivery of the written notice of payment by the Department, this Agreement shall automatically terminate, except with respect to any obligation of a party related to any losses, costs, expenses, penalties, claims, and liabilities due to the activities of a party, or any agent, employee, official, or contractor of a party, which obligations shall survive such termination.

Article 8. Notices

All notices to either party by the other party required under this Agreement will be delivered personally, via e-mail or sent by U.S. Mail, postage prepaid, addressed to such party at the following respective addresses:

Texas Transportation Commission: Texas Department of Transportation Attn: Project Finance and Toll Operations Division SIB Administration 125 East 11th Street Austin, TX 78701-2483 TexasSIB@txdot.gov	**Borrower**: City of El Paso Attn: Deputy City Manager – CFO 300 N. Campbell El Paso, TX 79901 rodriguezj2@elpasotexas.gov

All notices shall be deemed so delivered or deposited in the mail, unless otherwise provided herein. A party may change the above address by sending written notice of the change to the other party in the manner stated in this Article.

Article 9. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or

unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. In particular, but not by way of limitation, should all or any part of the pledge of security in this Agreement for any reason be held invalid, illegal or unenforceable in any respect, Borrower's obligations under this Agreement shall be treated as current expenses of the Borrower subject to the annual appropriation of lawfully available funds by the governing body of the Borrower for the payment of such obligations.

Article 10. Written Amendments

Any changes in the character, agreement, terms, or responsibilities of the parties must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by both parties. Any amendment relating to the amount of the SIB Loan Proceeds shall not exceed an aggregate of Fourteen Million Eight Hundred Twenty-Two Thousand Dollars ($14,822,000) for SIB loan numbers S2026-006-08 Railroad Drive Reconstruction, S2026-007-09 Sun Valley Street Improvements, S2026-005-07 Playa Drain Shared Used Path, S2026-008-10 Sunland Park Shared Use Path, and S2026-001-05 Traffic Management Center Updates.

Notwithstanding the foregoing, revisions to **Exhibit D** that occur as contemplated in this Agreement must be in writing but are not required to be executed by either party.

Article 11. Successors and Assigns

Except as provided in the next following sentence, this Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties. Each party is prohibited from assigning any of the rights or obligations conferred by this Agreement to any third party without the advance written approval of the other party. Any attempted assignment or other transfer of the rights or obligations of this Agreement without the consent of the other party shall be void and may be grounds for termination of this Agreement.

Article 12. Relationship of the Parties

Nothing in this Agreement shall be deemed or construed by the parties, or any third party, as creating the relationship of principal and agent between the Department and the Borrower.

Article 13. Interpretation

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

Article 14. Signatory Authority

Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in

connection with the execution, delivery, or performance of this Agreement. Each signatory on behalf of the Department and the Borrower, as applicable, is fully authorized to bind that entity to the terms of this Agreement.

Article 15. Taxable Obligations

The SIB Loan is not a "state or local bond" within the meaning of section 103(a) and (c) of the Internal Revenue Code of 1986, as amended; therefore, the interest on the SIB Loan is not excludable from the gross income of the holders thereof for federal income tax purposes.

*****SIGNATURE PAGES FOLLOW*****

Each party is signing this Agreement on the date stated next to that party's signature.

CITY OF EL PASO

By:_____ Date:_____

Dionne Mack
City Manager
City of El Paso

Approved As To Form:

_____
Roberta Brito
Senior Assistant City Attorney

TEXAS DEPARTMENT OF TRANSPORTATION

Executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission.

By:_____ Date:_____

Benjamin H. Asher
Project Finance and Toll Operations Division Director
Texas Department of Transportation

EXHIBIT A

BORROWER'S RESOLUTION(S) AUTHORIZING LOAN APPLICATION

RECEIVED
By City Clerk's Office at 2:22 pm, Apr 16, 2025

RESOLUTION

WHEREAS, the State Infrastructure Bank, operated by the Texas Department of Transportation, is a revolving loan fund; and

WHEREAS, the estimated cost of the City of El Paso's portion of eligible transportation projects for FY 2025 through FY 2028 is $39,120,000.00; and

WHEREAS, the City Council for the City of El Paso deems it proper and in the best interest of the City of El Paso ("City") to apply for loans from the State Infrastructure Bank in an amount not to exceed $39,120,000.00 to be used towards the cost of the City of El Paso's portion of eligible transportation projects, including, but not limited to, roadway construction, right of way acquisition, utility relocation, local match and contingency costs; and

WHEREAS, the City is qualified to apply for and obtain financial assistance from the State Infrastructure Bank for this purpose.

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

THAT the City Council finds it is in the best interest of the City of El Paso to apply for loans from the State Infrastructure Bank in an amount not to exceed $39,120,000.00 to be used towards the cost of the City's portion of eligible transportation projects for FY 2025 through FY 2028, including, but not limited to, roadway construction, right of way acquisition, utility relocation, and local match costs.

THAT the City Council hereby authorizes the City Manager, or designee, to execute loan applications for eligible transportation projects from FY 2025 through FY 2028 from the State Infrastructure Bank and to submit the applications, together with all required documentation, to the Texas Department of Transportation for consideration.

THAT the list of applications to be submitted is attached hereto as Exhibit A and made a part hereof for all purposes.

(Signatures begin on the following page)

APPROVED this 29th day of April, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Joaquin Rodriguez
CID Grant Funded Programs Director

EXHIBIT A

Project Name	Year of Expenditure
FY 24	
Sean Haggerty Connection	FY 25
FY 25-28	
TMC Upgrades	FY 26
CBD IV	FY 26
Railroad Dr Reconstruction	FY 26
Playa Drain SUP	FY 26
SS4A	FY 26
Buffalo Soldier Reconstruction	FY 27
Sun Valley Dr Improvements	FY 27
Sunland Park SUP	FY 27
Grouped Projects (Active Transportation less than $1M)	
Downtown Bicycle Infrastructure	FY 25
McRae SUP Ph1 & Ph2	FY 25
Connected Bike Lanes TASA	FY 25
Border Traveler and Cargo ITS	FY 28
Video Surveillance & Count Stns Ph II	FY 28
Brown St Shared Use Path	FY 28
Shadow Mountain Dr SUP	FY 28

EXHIBIT B

TEXAS TRANSPORTATION COMMISSION MINUTE ORDER

Docusign Envelope ID: 075C11E7-3D9B-4DF0-91FF-AC7E0378859A

TEXAS TRANSPORTATION COMMISSION

The applicants listed in exhibit A have each submitted an application for financial assistance in the form of a loan from the State Infrastructure Bank (SIB) under Transportation Code, Chapter 222, Subchapter D, and Title 43 Texas Administrative Code (TAC), Chapter 6 (SIB Rules). Each application satisfies all requirements of the rules, including passage of a resolution authorizing submission of the application to the Texas Department of Transportation (department).

The intended use of the financial assistance conforms to the purposes of the SIB. Each applicant intends to use the financial assistance to pay for eligible project costs to perform work on various projects in various counties in Texas, as detailed in exhibit A.

The present and projected financial condition of the SIB is sufficient to cover the requested financial assistance for the projects.

In accordance with the SIB Rules, the executive director has negotiated all the terms of an agreement with each applicant as necessary to protect the public's safety and to prudently provide for the protection of public funds while furthering the purposes of the SIB, as contained in exhibit A.

The SIB Rules provide for both preliminary and final approval by the Texas Transportation Commission (commission) of any SIB loan in the principal amount of more than $10 million or in which the department does not have primary responsibility, unless the commission waives the preliminary approval requirement for that application. The commission has considered the financial condition of the bank, complexity and size of the project, the type of infrastructure or asset involved, the type and complexity of the financial assistance requested, the financial status of the applicant, the financial feasibility of the project, and the need to expedite the financing of the project and has determined to waive the preliminary approval requirement for the city of El Paso, city of Granbury and RCH Water Supply Corporation SIB loan applications, as listed in exhibit A.

The executive director or his designee implemented actions authorized and required by the SIB Rules for final approval. The executive director recommends that the commission grant final approval of the applications listed in exhibit A for financial assistance from the SIB up to the amount listed for each project.

In accordance with the SIB Rules, the commission finds that:

1. the projects listed in exhibit A are consistent with the metropolitan transportation plan developed by the applicable metropolitan planning organization, if appropriate;

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2. the projects listed in exhibit A will improve the efficiency of the state's transportation systems;

3. the projects listed in exhibit A will expand the availability of funding for transportation projects or reduce direct state costs;

4. the applications submitted show that the applicants listed in exhibit A are likely to have sufficient revenues to assure repayment of the financial assistance; and

5. providing financial assistance to each applicant listed in exhibit A will protect the public's safety and prudently provide for the protection of public funds, while furthering the purposes of the SIB.

IT IS THEREFORE DETERMINED AND ORDERED by the commission that each application listed in exhibit A submitted for financial assistance in the form of a loan from the SIB meets the applicable requirements of the SIB Rules and, in accordance with those provisions, the commission grants final approval of the applications for SIB loans under the terms contained within exhibit A up to the amount listed for each project to pay for the eligible project costs necessary for the projects.

IT IS FURTHER ORDERED by the commission that the executive director or his designee is directed and authorized to enter into financial assistance agreements for each of the attached SIB loan requests, which comply with the SIB Rules and which contains the terms attached hereto as exhibit A.

Submitted and reviewed by:

Signed by:
Benjamin H. Asher
E40115FC36E4474...
Director, Project Finance & Toll Operations Division

Recommended by:

DocuSigned by:
0E1B35AE191749E...
Executive Director

117114 January 29, 2026

Minute Number | Date Passed

Docusign Envelope ID: 075C11E7-3D9B-4DF0-91FF-AC7E0378859A

Exhibit A

State Infrastructure Bank Loan Terms

Applicant	Loan Amount (up to)	Pledged Collateral	Term to Maturity (up to)	Initial Repayment Deferral	Interest Rate	Project Description
City of El Paso (S2026-001-05)	$14,822,000	Ad-valorem Tax Revenues	25 years	N/A	3.44%	Development of five (5) MPO projects identified as Railroad Drive Reconstruction, Sun Valley Street Improvements, Playa Drain and Sunland Park Shared Use Paths, and Traffic Management Center Updates in El Paso County, Texas.
City of Granbury (S2026-002-01)	$16,800,000	Utility Revenues	20 years	N/A	3.99%	Utility relocation necessary for a non-tolled, on-system project to widen US 377 in Hood County, Texas
RCH Water Supply Corporation (S2025-006-01)	$17,400,000	Contract Revenues and Utility Revenues	25 years	N/A	4.55%	Utility relocation necessary for a non-tolled, on-system project to widen SH 205 in Rockwall County, Texas

EXHIBIT C

BORROWER'S RESOLUTION AUTHORIZING LOAN AGREEMENT

EXHIBIT D

AMORTIZATION SCHEDULE

LOAN SCHEDULE REPORT

EXHIBIT D - AMORTIZATION SCHEDULE

Loan Schedule for El Paso S2026-007-09									
Term Number	Date	Loan Rate	Start Balance	Disbursement	Payment Due Amount	Principal Payment	Interest Payment	Interest Capitalized	End Balance
1	5/15/2026	3.44%	$0.00	$81,000.00	$0.00	$0.00	$0.00	$0.00	$81,000.00
2	8/15/2026	3.56%	$81,000.00	$0.00	$28,000.00	$27,303.40	$696.60	$0.00	$53,696.60
3	3/1/2027	3.44%	$53,696.60	$403,000.00	$0.00	$0.00	$0.00	$0.00	$456,696.60
4	8/15/2027	3.56%	$456,696.60	$0.00	$28,000.00	$19,837.38	$8,162.62	$0.00	$436,859.22
5	8/15/2028	3.56%	$436,859.22	$0.00	$28,000.00	$12,972.04	$15,027.96	$0.00	$423,887.18
6	8/15/2029	3.56%	$423,887.18	$0.00	$28,000.00	$13,418.28	$14,581.72	$0.00	$410,468.90
7	8/15/2030	3.56%	$410,468.90	$0.00	$28,000.00	$13,879.87	$14,120.13	$0.00	$396,589.03
8	8/15/2031	3.56%	$396,589.03	$0.00	$28,000.00	$14,357.34	$13,642.66	$0.00	$382,231.69
9	8/15/2032	3.56%	$382,231.69	$0.00	$28,000.00	$14,851.23	$13,148.77	$0.00	$367,380.46
10	8/15/2033	3.56%	$367,380.46	$0.00	$28,000.00	$15,362.11	$12,637.89	$0.00	$352,018.35
11	8/15/2034	3.56%	$352,018.35	$0.00	$28,000.00	$15,890.57	$12,109.43	$0.00	$336,127.78
12	8/15/2035	3.56%	$336,127.78	$0.00	$28,000.00	$16,437.20	$11,562.80	$0.00	$319,690.58
13	8/15/2036	3.56%	$319,690.58	$0.00	$28,000.00	$17,002.64	$10,997.36	$0.00	$302,687.94
14	8/15/2037	3.56%	$302,687.94	$0.00	$28,000.00	$17,587.54	$10,412.46	$0.00	$285,100.40
15	8/15/2038	3.56%	$285,100.40	$0.00	$28,000.00	$18,192.55	$9,807.45	$0.00	$266,907.85
16	8/15/2039	3.56%	$266,907.85	$0.00	$28,000.00	$18,818.37	$9,181.63	$0.00	$248,089.48
17	8/15/2040	3.56%	$248,089.48	$0.00	$28,000.00	$19,465.72	$8,534.28	$0.00	$228,623.76
18	8/15/2041	3.56%	$228,623.76	$0.00	$28,000.00	$20,135.34	$7,864.66	$0.00	$208,488.42
19	8/15/2042	3.56%	$208,488.42	$0.00	$28,000.00	$20,828.00	$7,172.00	$0.00	$187,660.42
20	8/15/2043	3.56%	$187,660.42	$0.00	$28,000.00	$21,544.48	$6,455.52	$0.00	$166,115.94
21	8/15/2044	3.56%	$166,115.94	$0.00	$28,000.00	$22,285.61	$5,714.39	$0.00	$143,830.33
22	8/15/2045	3.56%	$143,830.33	$0.00	$28,000.00	$23,052.24	$4,947.76	$0.00	$120,778.09

LOAN SCHEDULE REPORT

Loan Schedule for El Paso S2026-007-09

Term Number	Date	Loan Rate	Start Balance	Disbursement	Payment Due Amount	Principal Payment	Interest Payment	Interest Capitalized	End Balance
23	8/15/2046	3.56%	$120,778.09	$0.00	$28,000.00	$23,845.23	$4,154.77	$0.00	$96,932.86
24	8/15/2047	3.56%	$96,932.86	$0.00	$28,000.00	$24,665.51	$3,334.49	$0.00	$72,267.35
25	8/15/2048	3.56%	$72,267.35	$0.00	$28,000.00	$25,514.00	$2,486.00	$0.00	$46,753.35
26	8/15/2049	3.56%	$46,753.35	$0.00	$28,000.00	$26,391.69	$1,608.31	$0.00	$20,361.66
27	8/15/2050	3.56%	$20,361.66	$0.00	$21,062.10	$20,361.66	$700.44	$0.00	$0.00

EXHIBIT E

ADVANCE FUNDING AGREEMENT
FOR SURFACE TRANSPORTATION PROGRAM (STP-MM RECONSTRUCTION PROJECT) OFF-SYSTEM, DATED APRIL 23, 2024

ADVANCE FUNDING AGREEMENT
FOR SURFACE TRANSPORTATION PROGRAM (STP-MM RECONSTRUCTION PROJECT) OFF-SYSTEM AMENDMENT #1, DATED AUGUST 28, 2025

DocuSign Envelope ID: 99CD4DB2-BBBB-4FA2-8B20-2E5EA121B7C1

TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-729	AFA ID	Z00009022		CFDA No.	20.205
AFA CSJs	0924-06-729				CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	13400			
Project Name		Sun Valley St. Improv. Gateway North-Kenworthy			*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Surface Transportation Program (STP - MM Reconstruction Project)
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of El Paso**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116522** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **reconstruct existing roadway on Sun Valley Street.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **April 09, 2024**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-729	AFA ID	Z00009022		CFDA No.	20.205
AFA CSJs	0924-06-729				CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	13400			
Project Name	Sun Valley St. Improv. Gateway North-Kenworthy				*AFA Not Used For Research & Development*	

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**N/A**	Utilities	Article 8
2.	**Local Government**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 11
4.	**Local Government**	Construction Responsibilities	Article 12
5.	**N/A**	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of roadway reconstruction on Sun Valley Dr. from Gateway Blvd North to Kenworthy St.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-729	AFA ID	Z00009022		CFDA No.	20.205
AFA CSJs	0924-06-729				CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	13400			
Project Name		Sun Valley St. Improv. Gateway North-Kenworthy			*AFA Not Used For Research & Development*	

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the

TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-729	AFA ID	Z00009022		CFDA No.	20.205
AFA CSJs	0924-06-729				CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	13400			
Project Name		Sun Valley St. Improv. Gateway North-Kenworthy			*AFA Not Used For Research & Development*	

estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-729	AFA ID	Z00009022		CFDA No.	20.205
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5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

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9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the

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State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form “FHWA-1273” in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

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The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be

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shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

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Local Government:	**State:**
The City of El Paso ATTN: CID Director of Grant Funded Programs PO Box 1890 El Paso, Texas 79950-1890	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

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22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's

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obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
   2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

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D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or

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services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate*.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under

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this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award

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provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-729	AFA ID	Z00009022		CFDA No.	20.205
AFA CSJs	0924-06-729				CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	13400			
Project Name		Sun Valley St. Improv. Gateway North-Kenworthy			*AFA Not Used For Research & Development*	

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

DocuSigned by:
Kenneth Stewart
F1CDA80FDB8C4B6...
Signature

Kenneth Stewart
Typed or Printed Name

Director, Contract Services
Typed or Printed Title

4/23/2024
Date

THE LOCAL GOVERNMENT

THE CITY OF EL PASO

By: DocuSigned by:
Samuel Rodriguez
300F0DE3237144A0...
Samuel Rodriguez for Interim City Manager, Col. Cary Westin

4/23/2024
Date

APPROVED AS TO CONTENT:

DocuSigned by:
Joaquin Rodriguez
9037ADB81450441...
Joaquin Rodriguez, AICP
CID Grant Funded Program Director
4/22/2024

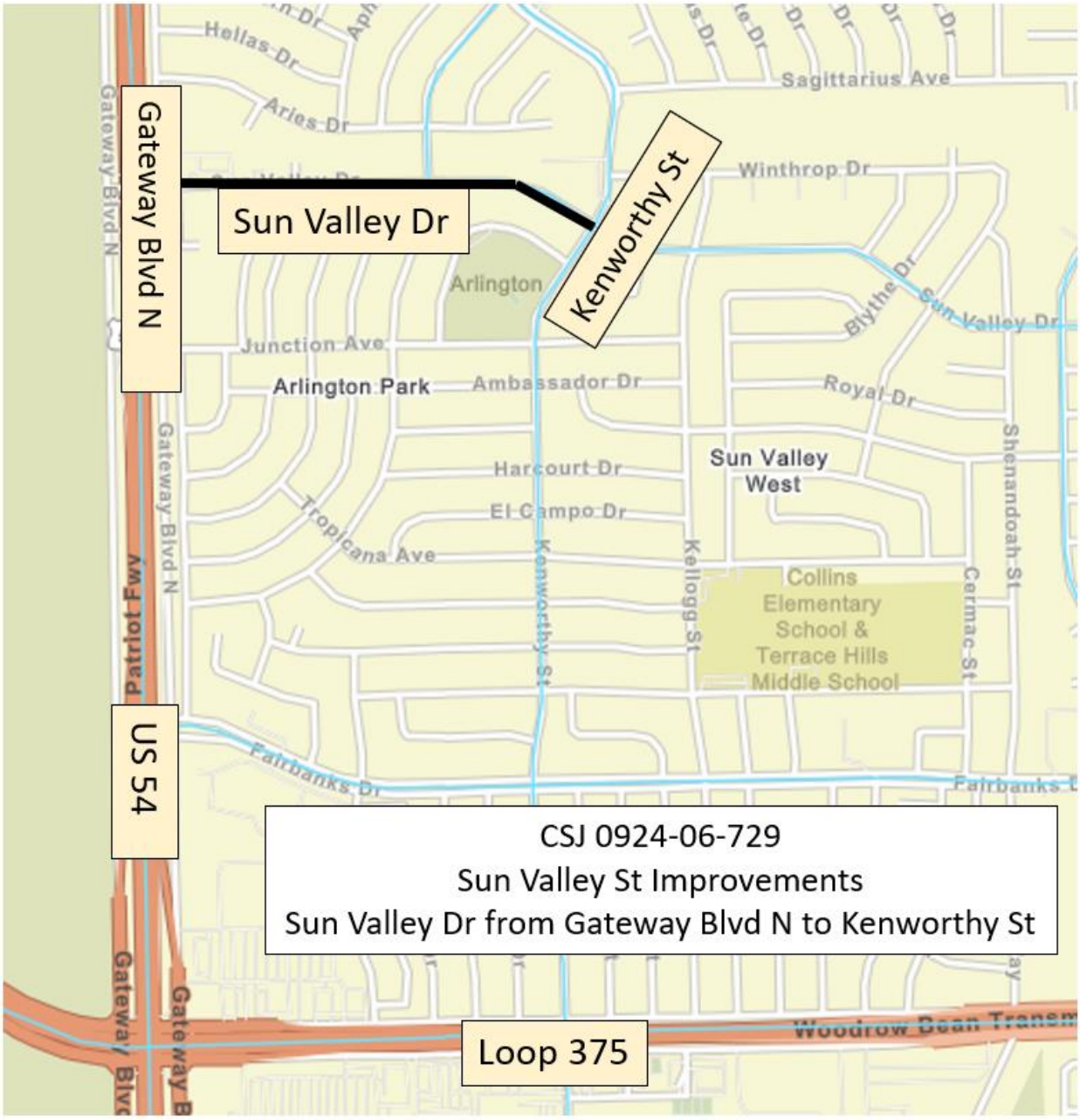
APPROVED AS TO FORM:

DocuSigned by:
Roberta Brito
FDCF213D39EA446...
Roberta Brito
Senior Assistant City Attorney
4/23/2024

DocuSign Envelope ID: 99CD4DB2-BBBB-4FA2-8B20-2E5EA121B7C1

TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-729	AFA ID	Z00009022		CFDA No.	20.205
AFA CSJs	0924-06-729				CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	13400			
Project Name		Sun Valley St. Improv. Gateway North-Kenworthy			*AFA Not Used For Research & Development*	

ATTACHMENT A
LOCATION MAP SHOWING PROJECT



TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-729	AFA ID	Z00009022		CFDA No.	20.205
AFA CSJs	0924-06-729				CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	13400			
Project Name	Sun Valley St. Improv. Gateway North - Kenworthy				*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT BUDGET

Except for Direct State Costs, all costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Engineering (by Local Government)	$930,652.00	80%	$ 744,521.60	0%	12%	$111,678.24	20%	8%	$74,452.16
Environmental (by Local Government)	$70,000.00	80%	$ 56,000.00	0%	12%	$ 8,400.00	20%	8%	$ 5,600.00
Construction (by Local Government)	$4,945,984.00	80%	$3,956,787.20	0%	12%	$593,518.08	20%	8%	$395,678.72
Subtotal	$5,946,636.00		$4,757,308.80			$713,596.32			$475,730.88
Environmental Direct State Costs	$4,514.73	80%	$ 3,611.78	0%	12%	$ 541.77	20%	8%	$ 361.18
Right of Way Direct State Costs	$1,128.68	80%	$ 902.94	0%	0%	$0	20%	0%	$ 225.74
Engineering Direct State Costs	$5,643.41	80%	$ 4,514.73	0%	12%	$ 677.21	20%	8%	$ 451.47
Utility Direct State Costs	$1,128.68	80%	$ 902.94	0%	0%	$0	20%	0%	$ 225.74
Construction Direct State Costs	$10,158.14	80%	$ 8,126.51	0%	12%	$ 1,218.98	20%	8%	$ 812.65
Indirect State Costs (4.60%)	$207,677.44	0%	$0	100%	0%	$207,677.44	0%	0%	$0
TOTAL	$6,176,887.08		$4,775,367.70			$923,711.72	0%	0%	$477,807.66

Initial payment by the Local Government to the State: $1,264.13
Payment by the Local Government to the State before construction: $812.65
Total payment by the Local Government to the State: $2,076.78
The final amount of Local Government participation will be based on actual costs.

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TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-729	AFA ID	Z00009022		CFDA No.	20.205
AFA CSJs	0924-06-729				CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	13400			
Project Name		Sun Valley St. Improv. Gateway North - Kenworthy			*AFA Not Used For Research & Development*	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

(2)

RESOLUTION

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

THAT the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the design and construction of the Surface Transportation Program grant improvements project generally described as Reconstruct Existing Roadway on Sun Valley Street (from Gateway Boulevard North to Kenworthy Street) for a total estimated project cost of $6,176,887.08 of which the estimated local government participation amount is estimated at $477,807.66 plus any cost overruns. 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.

APPROVED this 9 day of APRIL 2024.

CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Joaquín Rodriguez, AICP
Capital Improvement Department

HQ 24-2460 | Tran # 514733 | CID
Sun Valley Street Improvements- AFA Resolution
RAB

Docusign Envelope ID: 125D93B2-94D5-4ECD-A731-FBBE22CC733B

TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-729	AFA ID	Z00009022		CFDA No.	20.205
AFA CSJs	0924-06-729				CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	13400			
Project Name	Sun Valley St. Improv. Gateway North – Kenworthy Street				*AFA Not Used For Research & Development*	

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Surface Transportation Program (STP-MM Reconstruction Project)
Off-System

AMENDMENT #1

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State", and the City of El Paso, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the parties executed a contract on **April 23, 2024** to effectuate their agreement to reconstruct on Sun Valley Dr. from Gateway Blvd North to Kenworthy Street ; and

WHEREAS, it has become necessary to amend that contract in order to reduce funding from Category 7 STP funds and add those funds to Category 10 CRP funds for Preliminary Engineering in order to align with EL Paso MPO administrative amendment and due to contingencies in the STIP that were overlooked and not included for construction when the AFA was executed.;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the parties do agree as follows:

AGREEMENT

The parties agree that the Agreement is amended as follows:

1. Attachment B, Project Budget, is deleted in its entirety and replaced with Attachment B-1 Project Budget, which is attached to and made a part of this Amendment. The total estimated cost of the Project increased by $ 75,883.00, from $ 6,176,887.08 to $ 6,252,770.08, due to contingencies in the STIP that were overlooked and not included for construction when the AFA was executed. Project will also reduce Category 7 STP funds from $4,590,610.00 to $ 3,190,610.00 and added to Category 10 CRP funds from $0 to $1,400,000.

All other provisions of the original contract are unchanged and remain in full force and effect.

Docusign Envelope ID: 125D93B2-94D5-4ECD-A731-FBBE22CC733B

TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-729	AFA ID	Z00009022		CFDA No.	20.205
AFA CSJs	0924-06-729				CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	13400			
Project Name	Sun Valley St. Improv. Gateway North – Kenworthy Street				*AFA Not Used For Research & Development*	

Signatory Warranty
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

DocuSigned by:
Kenneth Stewart
F1CDA80FDB8C4B6...
Signature

Kenneth Stewart
Typed or Printed Name

Director, Contract Services
Typed or Printed Title

8/28/2025
Date

THE LOCAL GOVERNMENT

By: Signed by:
5AA138297A09462...
Dionne Mack, City Manager

8/28/2025
Date

APPROVED AS TO CONTENT:

DocuSigned by:
Joaquin Rodriguez
9037ADB81450441...
Joaquin Rodriguez, AICP
CID Grant Funded Program Director

APPROVED AS TO FORM:

DocuSigned by:
Roberta Brito
FDCF213D39EA446...
Roberta Brito
Senior Assistant City Attorney

TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-729	AFA ID	Z00009022		CFDA No.	20.205
AFA CSJs	0924-06-729				CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	13400			
Project Name	Sun Valley St. Improv. Gateway North -Kenworthy Street				*AFA Not Used For Research & Development*	

ATTACHMENT B-1
PROJECT BUDGET

Except for Direct State Costs, all costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Engineering (by Local Government)	$930,652.00	80%	$ 744,521.60	0%	12%	$111,678.24	20%	8%	$74,452.16
Environmental (by Local Government)	$70,000.00	80%	$ 56,000.00	0%	12%	$ 8,400.00	20%	8%	$ 5,600.00
Construction (by Local Government)	$5,021,867.00	80%	$4,017,493.60	0%	12%	$602,624.04	20%	8%	$401,749.36
Subtotal	$6,022,519		$4,818,015.20			$722,702.28			$481,801.52
Environmental Direct State Costs	$4,514.73	80%	$ 3,611.78	0%	12%	$ 541.77	20%	8%	$ 361.18
Right of Way Direct State Costs	$1,128.68	80%	$ 902.94	0%	0%	$0	20%	0%	$ 225.74
Engineering Direct State Costs	$5,643.41	80%	$ 4,514.73	0%	12%	$ 677.21	20%	8%	$ 451.47
Utility Direct State Costs	$1,128.68	80%	$ 902.94	0%	0%	$0	20%	0%	$ 225.74
Construction Direct State Costs	$10,158.14	80%	$ 8,126.51	0%	12%	$ 1,218.98	20%	8%	$ 812.65
Indirect State Costs (4.60%)	$207,677.44	0%	$0	100%	0%	$207,677.44	0%	0%	$0
TOTAL	$6,252,770.08		$4,836,074.10			$932,817.68			$ 483,878.30

Initial payment by the Local Government to the State: $1,264.13
Payment by the Local Government to the State before construction: $812.65
Total payment by the Local Government to the State: $2,076.78
The final amount of Local Government participation will be based on actual costs.

File #: 26-0685, **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) 212-0065
Capital Improvement Department, Margaret Schroeder, (915) 212-0065

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 hereby accepts the State Infrastructure Bank loan agreement in its substantially final form in order to secure receipt of funds in the amount of Six Million Dollars ($6,000,000.00), to be fully repaid over no more than twenty five (25) years, for SIB loan number S2026-001-05 Traffic Management Center Upgrades Phase 2-5, to finance the City's local match and actual cost of construction of the Project, that the City Council hereby authorizes the City Manager to execute the State Infrastructure Bank loan agreement, together with all required documentation, to effectuate the City's intent to borrow such funds, and that the City Council further authorizes the City Manager to take or perform any actions required for implementation of this Resolution to receive funding from the State Infrastructure Bank and authorizes the City Manager, or designee, to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: CID Grant Funded Program & Fire Department

AGENDA DATE: 6/9/26

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME: Joaquin Rodriguez **PHONE NUMBER:** 915-212-0065

2nd CONTACT PERSON NAME: Margaret Schroeder **PHONE NUMBER:** 915-212-0065

DISTRICT(S) AFFECTED: Citywide

AGENDA ITEM:

A resolution that the City Council hereby accepts the State Infrastructure Bank loan agreement in its substantially final form in order to secure receipt of funds in the amount of Six Million Dollars ($6,000,000.00), to be fully repaid over no more than twenty five (25) years, for SIB loan number S2026-001-05 Traffic Management Center Upgrades Phase 2-5, to finance the City's local match and actual cost of construction of the Project, that the City Council hereby authorizes the City Manager to execute the State Infrastructure Bank loan agreement, together with all required documentation, to effectuate the City's intent to borrow such funds, and that the City Council further authorizes the City Manager to take

ISSUE STATEMENT:

This action asks City Council to approve a resolution that authorizes the City Manager to execute a loan agreement for $6,000,000 with the State Infrastructure Bank Transportation Loan Program to finance the City's local match and local contribution for the Traffic Management Center Upgrades Phases 2-5.

.

BACKGROUND:

In April, 2025 Council approved the use of SIB loans to fund the city's match and local contribution for federally funded transportation projects. The next step is to execute loan agreements for those projects previously approved by Council. The loan for the Traffic Management Center Upgrades Phases 2-5 will be used to cover the local match and local contribution for this federally funded infrastructure investment.

COUNCIL OPTIONS:

Approve the Resolution - the loan agreement will be executed
Deny the resolution - the loan agreement will not be executed

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

April 10, 2025 - Financial Oversight and Audit Committee

RELATED CITY POLICIES:

NA

PRIOR COUNCIL ACTION:

April 29, 2025 - Council approved a resolution to authorize the City Manager to execute loan applications for eligible FY 25-28 transportation projects

LEGAL REVIEW:

☐ *Legal counsel reviewed as a part of Council packet*

☑ *Legal counsel reviewed in advance of packet as an individual item*

AMOUNT AND SOURCE OF FUNDING:

$6,000,000 -TxDOT State Infrastructure Bank (SIB) - Transportation Loan Program

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

N/A

FOR MORE INFORMATION:

Joaquin Rodriguez 915-268-5148 RodriguezJ2@elpasotexas.gov

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

SIGNATURE: Joaquin Rodriguez

Digitally signed by Joaquin Rodriguez
Date: 2026.05.22 07:54:01 -06'00'

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

RESOLUTION

WHEREAS, the State Infrastructure Bank, operated by the Texas Department of Transportation, is a revolving loan fund; and

WHEREAS, the City of El Paso (the "City") is developing a project for Traffic Management Center Updates Phases 2-5, identified as CSJ #s 0924-06-566, 0924-06-567, 0924-06-568, 0924-06-569 ("Project"); and

WHEREAS, the City deems it proper and in the best interest of the City to execute a loan agreement from the State Infrastructure Bank in the amount of Six Million Dollars ($6,000,000.00) to be used for the development of the Project, including the City's local match and the actual cost of construction of the Project; and

WHEREAS, the City is qualified to apply for and obtain financial assistance from the State Infrastructure Bank for this purpose; and

WHEREAS, on April 29, 2025 the City Council approved a Resolution authorizing the submission of a loan application to the State Infrastructure Bank.

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

Section 1. That the City Council hereby accepts the State Infrastructure Bank loan agreement in its substantially final form in order to secure receipt of funds in the amount of Six Million Dollars ($6,000,000.00), to be fully repaid over no more than twenty-five (25) years, for SIB loan number S2026-001-05 Traffic Management Center Updates Phases 2-5, to finance the City's local match and actual cost of construction of the Project.

Section 2. That the City Council hereby authorizes the City Manager to execute the State Infrastructure Bank loan agreement, together with all required documentation, to effectuate the City's intent to borrow such funds.

Section 3. That the City Council further authorizes the City Manager to take or perform any actions required for implementation of this Resolution to receive funding from the State Infrastructure Bank and authorizes the City Manager, or designee, to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended.

(Signatures begin on the following page)

APPROVED this ____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Joaquin Rodriguez, Director
CID Grant Funded Programs

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

STATE INFRASTRUCTURE BANK LOAN AGREEMENT

This State Infrastructure Bank Loan Agreement (Agreement) is made by and between the Texas Transportation Commission (Commission) acting by and through the Texas Department of Transportation (Department), an agency of the State of Texas (State), and City of El Paso (Borrower), a political subdivision of the State of Texas, located in El Paso County, Texas.

W I T N E S S E T H

WHEREAS, the Secretary of Transportation of the United States Department of Transportation is authorized by the National Highway System Designation Act (Section 350 of Public Law 104-59) to enter into cooperative agreements with certain states, including Texas, to establish a state infrastructure bank for the purpose of making loans and providing other financial assistance to public and private entities, so as to encourage public and private investment in transportation facilities, expand the availability of funding for transportation projects, and reduce state costs; and

WHEREAS, the Texas Legislature established the State Infrastructure Bank (SIB) as an account in the State Highway Fund to be administered by the Texas Transportation Commission (Transportation Code, Chapter 222, Subchapter D); and

WHEREAS, the Texas Transportation Commission has adopted rules to implement the SIB program, including eligibility criteria for financial assistance (Title 43, Texas Administrative Code (TAC), Part 1, Chapter 6); and

WHEREAS, the Borrower is developing a Project in El Paso County, Texas for Traffic Management Center Updates Phases 2-5, identified as CSJ #'s 0924-06-566, 0924-06-567, 0924-06-568, 0924-06-569 (Project). The Borrower is providing a local match and the actual cost of construction necessary for the Project pursuant to:

Advance Funding Agreement for Congestion Mitigation Air Quality Project Off-System, dated August 30, 2022, and the Advance Funding Agreement Amendment #1, dated October 18, 2022;

Advance Funding Agreement for Congestion Mitigation Air Quality Project Off-System, dated August 30, 2024, and the Advance Funding Agreement for Congestion Mitigation Air Quality Project Off-System Amendment #1, dated March 27, 2025;

Advance Funding Agreement for Congestion Mitigation Air Quality Project Off-System, dated September 8, 2025; and

Advance Funding Agreement for Congestion Mitigation Air Quality Project Off-System dated September 9, 2025; and

WHEREAS, the Borrower is a public entity in Texas and is authorized by law to construct, maintain, or finance the Borrower's local match and actual cost of the Project and may borrow money from the SIB under Texas Transportation Code §222.0745 for that purpose; and

WHEREAS, in accordance with 43 TAC §6.23, the Borrower submitted an application to the Department seeking to borrow Fourteen Million Eight Hundred Twenty-Two Thousand Dollars ($14,822,000) from the SIB to pay for the development of five (5) metropolitan planning organization projects, including to pay for the Borrower's local match and the actual cost of construction of the Project; and

WHEREAS, in accordance with 43 TAC §6.32(c)(2): (1) the Project is consistent with the metropolitan transportation plan developed by a metropolitan planning organization, if applicable; (2) the Project will improve the efficiency of the State's transportation systems; (3) the Project will expand the availability of funding for transportation Projects or reduce direct State costs; and (4) the application shows that the Project and the applicant are likely to have sufficient revenues to assure repayment of the financial assistance; and

WHEREAS, in accordance with 43 TAC §6.32(d), if 43 TAC Chapter 2 applies to the Project, as provided under 43 TAC §2.3, construction of the Project, other than construction activities described in Title 23, United States Code, §101(a)(4)(A), may not begin before an environmental review under Chapter 2 is completed; and

WHEREAS, the use of loan proceeds only include construction activities described in Title 23, United States Code, §101(a)(4)(A) and does not require a review under 43 TAC Chapter 2; and

WHEREAS, an environmental review of the Project, in compliance with the Department's environmental rules in 43 TAC Chapter 2, has been conducted as part of the Department's environmental assessment of the Project, and the Project was cleared pursuant to a Programmatic Categorical Exclusion by the Department on January 28, 2025 and December 12, 2025; and

WHEREAS, the Borrower passed a Resolution on April 29, 2025, authorizing the SIB loan application in the amount of up to Thirty-Nine Million One Hundred Twenty Thousand ($39,120,000) for various projects including the Project. The above-referenced resolution is attached hereto as **Exhibit A**; and

WHEREAS, in accordance with 43 TAC §6.32, the Department reviewed, analyzed, and found the application to be in compliance with the requirements of 43 TAC Chapter 6; and

WHEREAS, the Texas Transportation Commission, in Minute Order No. 117114 dated January 29, 2026, attached hereto as **Exhibit B,** granted final approval of the application from the Borrower to borrow up to Fourteen Million Eight Hundred Twenty-Two

Thousand Dollars ($14,822,000) from the SIB for the development of five (5) metropolitan planning organization projects identified as Railroad Drive Reconstruction, Sun Valley Street Improvements, Playa Drain Shared Used Path, Sunland Park Shared Use Path, and Traffic Management Center Updates and authorized the Executive Director of the Department or his designee to enter into a financial assistance agreement with the Borrower to finance the Borrower's local match and the actual cost of construction of the Project; and

WHEREAS, the Borrower and the Department intend to enter into five (5) separate SIB loan agreements for each of the identified projects not to exceed Fourteen Million Eight Hundred Twenty-Two Thousand Dollars (14,822,00); and

WHEREAS, the initial amounts of the SIB loan agreements will be Four Million Sixty-Seven Thousand Dollars ($4,067,000) for SIB loan number S2026-006-08 Railroad Drive Reconstruction, Four Hundred Eighty-Four Thousand Dollars ($484,000) for SIB loan number S2026-007-09 Sun Valley Street Improvements, Four Hundred Fifty-Eight Thousand Dollars ($458,000) for SIB loan number S2026-005-07 Playa Drain Shared Used Path, Three Million Eight Hundred Thirteen Thousand Dollars ($3,813,000) for SIB loan number S2026-008-10 Sunland Park Shared Use Path, and Six Million Dollars ($6,000,000) for SIB loan number S2026-001-05 Traffic Management Center Updates; and

WHEREAS, the Borrower also passed Resolution No. on , authorizing the Borrower's City Manager to enter into this Agreement for a loan in the amount of Dollars ( ), attached hereto as **Exhibit C**; and

WHEREAS, the Borrower has submitted a certificate warranting that the proposed security is eligible to be used to repay the loan and that the financial assistance will not violate any of the borrowing or bond commitments the borrower may have in place; and

WHEREAS, the Department has determined that the money in the SIB to be used to make the loan is "secondary funds" and "financial assistance from other than general obligation bond proceeds," as those terms are used in 43 TAC Chapter 6; and

WHEREAS, the Borrower will repay the loan with funds other than federal funds.

NOW, THEREFORE, the Department and the Borrower agree as follows:

A G R E E M E N T

Article 1. Financial Assistance.

A. SIB Loan. The Department, on behalf of the Commission, will make a loan to the Borrower in the amount of Six Million Dollars ($6,000,000) from the SIB (SIB Loan) to finance the Borrower's local match and the actual cost of construction of the Project.

B. SIB Loan Disbursement. On April 10, 2026 (Deposit Date), the Department will transfer the amount of Six Million Dollars ($6,000,000) from the SIB (SIB Loan Proceeds) to the Borrower for deposit with the Borrower's depository bank Wells Fargo Bank N.A., located in El Paso, Texas, into an account established by the Borrower with its depository bank or

investment pool as prescribed by state law (Project Account). The Borrower shall use the SIB Loan Proceeds for payment of the local match and the actual cost of construction of the Project. The Borrower shall not use the SIB Loan Proceeds for any purpose other than that described in this Agreement.

The investment of any SIB Loan Proceeds shall be handled in a manner that complies with the Public Funds Investment Act, Texas Government Code, Chapter 2256. The SIB Loan Proceeds shall be adequately collateralized in a manner that complies with the Public Funds Collateral Act, Texas Government Code, Chapter 2257. The depository bank shall not commingle funds in the Project Account with any other funds held by the depository bank or the investment pool. If, during the course of this Agreement, the Borrower wishes to change its depository bank or investment fund, the Borrower shall obtain the Department's approval prior to the transfer of any remaining SIB Loan Proceeds or any other funds into an equivalent account in the new depository bank or investment fund, subject to the same security and fund segregation requirements described in this Agreement.

Interest earned on the SIB Loan Proceeds can only be used to pay for eligible costs of the Project or to prepay the loan under Article 1, Section I.

C. Security Provisions.

(1) Pledge of Tax Revenues.

The Borrower hereby covenants and agrees to secure and repay the SIB Loan and accrued interest hereon pursuant to the terms of this Agreement from the Borrower's ad valorem tax revenues, and that the Department has a contractual right to and pledge of such revenues to guarantee repayment. The Borrower hereby agrees that during each year while the SIB Loan is outstanding and unpaid, the Borrower shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the funds required to pay the interest on the SIB Loan as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the SIB Loan as such principal matures (but never less than 2% of the original principal amount of the SIB Loan as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the Borrower, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property within the Borrower's jurisdiction for each year while any of the SIB Loan is outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund (defined below). Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the SIB Loan, as such interest comes due and such principal matures, are hereby pledged to such payment, within the limits prescribed by law. The amount of taxes to be levied annually for the payment of principal of and interest on the SIB Loan shall be determined and accomplished in the following manner:

(a) The Borrower's annual budget, beginning the year in which this Agreement becomes effective, shall reflect (i) the amount of principal and interest on the SIB Loan to become due in the next succeeding Fiscal Year of the Borrower, and (ii) the amount of ad valorem tax revenues or other lawfully

available funds estimated and budgeted to be available for the payment of the principal of and interest on the SIB Loan during the next succeeding Fiscal Year of the Borrower.

(b) The amount required to be provided each Fiscal Year throughout the duration of this Agreement shall be the amount, if any, by which the principal and interest to be paid on the SIB Loan in the next succeeding Fiscal Year of the Borrower exceeds the sum of (i) the amount of Pledged Revenues shown to be on deposit in the Interest and Sinking Fund (after giving effect to any payments required to be made during the remainder of the then current Fiscal Year) at the time the annual budget is prepared, and (ii) the Pledged Revenues or other lawfully available funds shown to be budgeted and available (subject to the requirements of any prior lien obligations) for payment of said debt service requirements.

(c) The Borrower shall budget an amount of ad valorem tax revenue sufficient to pay the annual payment of the SIB Loan. Following the final approval of the annual budget of the Borrower, the governing body of the Borrower shall levy an ad valorem tax at a rate sufficient to produce taxes in the amount determined in paragraph (b) above, to be utilized for purposes of paying the principal of and interest on the SIB Loan in the next succeeding Fiscal Year of the Borrower.

(2) Perfection of Security Interest.

Chapter 1208, Texas Government Code, applies to the execution and delivery of the SIB Loan and the pledge of revenues granted by the Borrower herein, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the SIB Loan is outstanding and unpaid such that the pledge of revenues granted by the Borrower pursuant to the paragraph above is to be subject to the filing requirements of Chapter 9, Texas Business and Commerce Code, then in order to preserve to the Department the perfection of the security interest on the pledged revenues in Article I of this Agreement, the Borrower agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

D. Loan Repayment. The SIB Loan is to be repaid over a period of no more than Twenty Five (25) years, with a final maturity date of , in accordance with the amortization schedule attached to this Agreement as **Exhibit D**. Principal due on the SIB Loan shall be due annually beginning on August 15, 2026, and on each August 15 thereafter including the final principal payment date as shown on **Exhibit D** attached hereto (each a Principal Payment Date), and in the amounts (each a Principal Payment) as shown on **Exhibit D** attached hereto.

The SIB Loan shall bear interest from the Deposit Date as shown on **Exhibit D** at the rate of 3.44% per annum (Loan Rate), such interest to be calculated on the basis of a 360-day year composed of twelve 30-day months (each an Interest Payment). Interest Payments will be due annually beginning on August 15, 2026, and on each August 15 thereafter in the

years as shown on **Exhibit D** attached hereto (each an Interest Payment Date). The Principal Payment Dates and the Interest Payment Dates are collectively referred to as (Payment Dates). If a Payment Date is not on a business day, the Interest Payment and/or Principal Payment due shall be made on the next following business day.

E. Draw of Funds from Project Account. SIB Loan funds in the Project Account shall only be drawn upon by the Borrower and used for Project costs as described in this Agreement. All draws from the Project Account for such costs related to the Project shall be in accordance with a requisition prepared by or approved by the Borrower, and all such requisitions and Project costs shall be subject to the review and approval of the Department.

F. Interest and Sinking Fund. The Borrower shall establish at its depository bank a SIB Loan Interest and Sinking Fund. Interest Payments due on the SIB Loan and each Principal Payment due on the SIB Loan shall be deposited into this Interest and Sinking Fund by the Borrower prior to each Payment Date. On or before each Payment Date, the Borrower shall cause its depository bank to transfer from the SIB Loan Interest and Sinking Fund to the Department, the applicable Interest Payment and/or Principal Payment as set forth in this Agreement.

G. Advances. The repayment of all or any portion of the SIB Loan shall not entitle the Borrower to any subsequent advances from the Department, nor shall the Department have any obligation to advance to or for the benefit of the Borrower any amount in excess of the SIB Loan. All costs incurred by the Borrower for its portion of the Project in excess of the par amount of the SIB Loan shall be the responsibility of the Borrower.

H. Prepayment.

(1) Voluntary Prepayment. Principal due on the SIB Loan and interest accrued at the Loan Rate through and including the date of prepayment may be prepaid by the Borrower without penalty, in whole or in part, on any business day.

(2) Mandatory Prepayment. Should the Project or this Agreement be terminated for any reason or should any amounts of disbursed SIB Loan Proceeds not be applied to pay Project costs, the Borrower shall return any misapplied SIB Loan Proceeds or unexpended portion of the SIB Loan Proceeds to the Department as a prepayment.

(3) Application of Prepayments. Upon receipt of a prepayment from the Borrower of a portion (and not the whole) of the outstanding principal amount of the SIB Loan the Department shall apply such prepayment to the outstanding principal due on the SIB Loan;

(4) Upon either voluntary or mandatory prepayment, the remaining principal due on the SIB Loan will be re-amortized over the term of the SIB Loan and **Exhibit D** will be revised by the Department to reflect the remaining Principal Payments and the revised Interest Payments due; and

(5) Such revised **Exhibit D** shall be submitted to the Borrower to be attached to and become an integral part of this Agreement.

I. Late Payment. Payments not received by the applicable Payment Date will bear interest at the Loan Rate (with overdue interest as well as overdue principal bearing interest) until paid. Such additional interest shall be calculated by the Department on the basis of a 360-day year composed of twelve 30-day months. The parties may prepare a revised **Exhibit D** (amortization schedule) showing the increase in interest due resulting from late payment, default, or pursuant to other terms and conditions of this Agreement.

J. Payment with Federal Funds. The Borrower hereby covenants and agrees that federal funds will not be used to make payments due on the SIB Loan.

Article 2. Use of SIB Loan for Project Costs

The Borrower is developing the Project. The Borrower is responsible for the local match and actual cost of construction of the Project. The Borrower may use the SIB Loan only for the actual costs incurred by the Borrower for the local match and actual cost of construction necessary for the construction of the Project as detailed in this Agreement.

Article 3. Project Responsibilities for Projects

A. The SIB Loan Proceeds are “secondary funds” and “financial assistance from other than general obligation bond proceeds,” as those terms are used in 43 TAC Chapter 6. However, if any federal funds will be used to pay for, or reimburse costs of, the Project, with respect to work on the Project, the Borrower and the Department are required to comply with the requirements of the United States Code, Title 23, for federal-aid highways. The Borrower and the Department must conduct all right-of-way or other land acquisitions, relocations, and utility adjustments in accordance with the United States Code, Title 42 – The Public Health and Welfare, Chapter 61 – Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs (the Uniform Act) and the regulations issued thereunder.

B. The Borrower is responsible for funding its portion of Project costs in compliance with all applicable federal, state, and local laws, regulations, policies, and ordinances. The Department has certain rights and responsibilities related to the Project, including ensuring that the completion of the Project is performed in compliance with all applicable laws, regulations, and policies.

C. For state highway improvement Project, all plans and specifications for the Project shall be in compliance with the current editions of the design and construction manuals of the Department, and the Standard Specifications for the Construction and Maintenance of Highways, Streets, and Bridges (the “Standard Specifications”), as they may apply. For work on projects not on the state highway system, plans and specifications must be, at a minimum, incompliance with applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

D. All construction plans shall be signed and dated by a professional engineer licensed by the State of Texas.

E. The actions and decisions regarding the Project made by the Department shall not be contestable by the Borrower.

F. The Borrower shall provide the Department and the Federal Highway Administration, or their authorized representatives, with right of entry or access to all properties or locations necessary to perform the work for the Project, inspect the work, or otherwise aid in the prompt pursuit of the work. The Borrower shall also provide the Department, the Federal Highway Administration, the Comptroller General of the United States, and the Texas State Auditor's Office, or their authorized representatives, with right of access to any books, documents, papers, or other records of the Borrower which are pertinent to the Project or its financing as described in this Agreement, in order to make audits, examinations, excerpts, and transcripts, or to complete the Project accounting described in this Agreement.

Article 4. Project Accounting; Filing of Reports; Retention of Records

A. The Borrower shall account for: (i) all actual costs associated with the Borrower's local match and the actual cost of construction of the Project, and (ii) disbursements made to the Department, if any, associated with the Project using generally accepted accounting principles in the United States, as promulgated by the Governmental Accounting Standards Board or the Financial Accounting Standards Board, or pursuant to applicable federal or state laws or regulations. The Borrower shall maintain its books and records in accordance with generally accepted accounting principles in the United States, as promulgated by the Governmental Accounting Standards Board or the Financial Accounting Standards Board, or pursuant to applicable federal or State laws or regulations, and with all other applicable federal and state requirements. The Borrower will make its accounting records available at reasonable times to the Department for inspection during performance of the Borrower's work related to the Project and upon its completion.

B. On each Principal Payment Date (until the next Principal Payment Date occurring after the year in which all SIB Loan Proceeds are expended), in a format prescribed by the department, the Borrower shall provide to the Department (one copy to the Department's District Office and one copy to the Department's SIB Administration Office) an accounting of the SIB Loan Proceeds expended (Annual Expenditure Report).

C. The Borrower shall also, at the Borrower's cost, have a full audit of its books and records performed annually by an independent certified public accountant selected by the Borrower and reasonably acceptable to the Department. The audit must be conducted in accordance with generally accepted auditing standards promulgated by the Financial Accounting Standards Board, the Governmental Accounting Standards Board, or the standards of the Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-profit Organizations, as applicable, and with all other applicable federal and state requirements. The Borrower shall cause the auditor to provide a full copy of the audit report and any other management letters or auditor's comments directly to the Department within a reasonable period of time after an audit report and any related documents have been provided to the Borrower's governing body.

D. The State Auditor may conduct an audit or investigation of the Borrower with respect to the funds received from the Department directly under this Agreement or of the payments received by third parties from the Borrower using the SIB Loan Proceeds. Acceptance of funds directly under this Agreement or indirectly through payments using SIB Loan Proceeds acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

E. The Borrower shall retain all original Project files, records, accounts, and supporting documents relating to the relocation of Borrower utilities needed for the Project until the later of the date that: (1) the Project is completed; (2) the SIB Loan has been paid in full; or (3) the retention period required by State and federal law ends. The Borrower shall retain, or cause its auditor to retain, all work papers and reports relating to an audit performed pursuant to this Agreement until the fourth anniversary of the date of the audit report, unless the Department notifies the Borrower in writing of a later date for the end of the retention period. During the retention period, the Borrower shall make audit work papers available to the Department within 30 days of the date that the Department requests those papers.

F. All information submitted by the Borrower (annual financial/disclosure information and notices) to the Electronic Municipal Market Access ("EMMA") System of the Municipal Securities Rulemaking Board with respect to the Borrower's bonds and other similar obligations payable from the same revenues as the SIB Loan must be submitted to the Department, within 30 days of posting to EMMA. Such information may be submitted to the Department by hard copy or by notification to the Department of the Borrower's posting with EMMA, together with the applicable CUSIP number(s).

G. The Borrower shall submit to the Department within 30 days of the date of adoption the annual operating and capital budgets adopted by the Borrower each fiscal year under a trust agreement, indenture, bond resolution or ordinance, or equivalent document securing bonds or other obligations issued for a Project, and any amended or supplemental operating or capital budget, approved by the Borrower and certified as correct by its chief administrative officer or chief financial officer.

Article 5. Default

A. The Borrower shall be in default if it fails to repay the SIB Loan (the Principal Payments and the Interest Payments) or otherwise fails to comply with any term of this Agreement. The Department shall not be obligated to take further action nor resume its obligations under this Agreement until the Borrower is no longer in default. The Borrower shall reimburse the Department for all costs or other losses of funds resulting from any default or failure to perform by the Borrower.

B. The Borrower agrees that in the event of a default under this Agreement the Department may, by all legal and equitable means, require the Borrower and any appropriate official of the Borrower (acting solely in his/her official capacity) to remedy any default under, and carry out the provisions of, this Agreement, including specifically the use and filing of mandamus proceedings. Venue for any legal proceedings shall be in Travis County, Texas.

Article 6. Borrower Solely Responsible

The Borrower agrees that it is solely responsible for all losses, costs, expenses, penalties, claims, and liabilities due to activities of the Borrower and its agents, employees, officers, or contractors performed under this Agreement, and which result from an error, omission, or negligent act of the Borrower or any agent, employee, official, or contractor of the Borrower. Notwithstanding anything in this Agreement to the contrary, this provision shall survive any termination of this Agreement.

Article 7. Termination

This Agreement may be terminated upon the occurrence of any of the following conditions:

A. If both parties to this Agreement agree in writing to such termination; provided, however, that any such termination is specifically subject to the requirements of this Agreement;

B. If the Department is unable to advance the SIB Loan Proceeds to the Borrower, the Department shall terminate this Agreement and provide written notice thereof to the Borrower;

C. If the Borrower is in default on a Principal Payment or Interest Payment required under this Agreement, the Department may declare this Agreement to be terminated, or may exercise any of the rights granted the Department in this Agreement; but the payment obligations of the Borrower shall survive any such termination and shall continue in effect until discharged and satisfied; and

D. Upon repayment in full by the Borrower of the SIB Loan, and compliance by the Borrower with all other requirements of this Agreement, the Department shall execute and deliver to the Borrower a letter or other notice of payment, provided that, upon the execution and delivery of the written notice of payment by the Department, this Agreement shall automatically terminate, except with respect to any obligation of a party related to any losses, costs, expenses, penalties, claims, and liabilities due to the activities of a party, or any agent, employee, official, or contractor of a party, which obligations shall survive such termination.

Article 8. Notices

All notices to either party by the other party required under this Agreement will be delivered personally, via e-mail or sent by U.S. Mail, postage prepaid, addressed to such party at the following respective addresses:

Texas Transportation Commission: Texas Department of Transportation Attn: Project Finance and Toll Operations Division SIB Administration 125 East 11th Street Austin, TX 78701-2483 TexasSIB@txdot.gov	**Borrower**: City of El Paso Attn: Deputy City Manager – CFO 300 N. Campbell El Paso, TX 79901 rodriguezj2@elpasotexas.gov

All notices shall be deemed so delivered or deposited in the mail, unless otherwise provided herein. A party may change the above address by sending written notice of the change to the other party in the manner stated in this Article.

Article 9. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. In particular, but not by way of limitation, should all or any part of the pledge of security in this Agreement for any reason be held invalid, illegal or unenforceable in any respect, Borrower's obligations under this Agreement shall be treated as current expenses of the Borrower subject to the annual appropriation of lawfully available funds by the governing body of the Borrower for the payment of such obligations.

Article 10. Written Amendments

Any changes in the character, agreement, terms, or responsibilities of the parties must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by both parties. Any amendment relating to the amount of the SIB Loan Proceeds shall not exceed an aggregate of Fourteen Million Eight Hundreed Twenty-Two Thousand Dollars ($14,822,000) for SIB loan numbers S2026-006-08 Railroad Drive Reconstruction, S2026-007-09 Sun Valley Street Improvements, S2026-005-07 Playa Drain Shared Used Path, S2026-008-10 Sunland Park Shared Use Path, and S2026-001-05 Traffic Management Center Updates.

Notwithstanding the foregoing, revisions to **Exhibit D** that occur as contemplated in this Agreement must be in writing, but are not required to be executed by either party.

Article 11. Successors and Assigns

Except as provided in the next following sentence, this Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties. Each party is prohibited from assigning any of the rights or obligations conferred by this Agreement to any third party without the advance written approval of the other party. Any attempted assignment or other transfer of the rights or obligations of this Agreement without the consent of the other party shall be void and may be grounds for termination of this Agreement.

Article 12. Relationship of the Parties

Nothing in this Agreement shall be deemed or construed by the parties, or any third party, as creating the relationship of principal and agent between the Department and the Borrower.

Article 13. Interpretation

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

Article 14. Signatory Authority

Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement. Each signatory on behalf of the Department and the Borrower, as applicable, is fully authorized to bind that entity to the terms of this Agreement.

Article 15. Taxable Obligations

The SIB Loan is not a “state or local bond” within the meaning of section 103(a) and (c) of the Internal Revenue Code of 1986, as amended; therefore, the interest on the SIB Loan is not excludable from the gross income of the holders thereof for federal income tax purposes.

*****SIGNATURE PAGES FOLLOW*****

Each party is signing this Agreement on the date stated next to that party's signature.

CITY OF EL PASO

By:_____ Date:_____
Dionne Mack
City Manager
City of El Paso

Approved As To Form:

_____
Roberta Brito
Senior Assistant City Attorney

TEXAS DEPARTMENT OF TRANSPORTATION

Executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission.

By:_____ Date:_____
Benjamin H. Asher
Project Finance and Toll Operations Division Director
Texas Department of Transportation

EXHIBIT A

BORROWER'S RESOLUTION(S) AUTHORIZING LOAN APPLICATION

RECEIVED
By City Clerk's Office at 2:22 pm, Apr 16, 2025

RESOLUTION

WHEREAS, the State Infrastructure Bank, operated by the Texas Department of Transportation, is a revolving loan fund; and

WHEREAS, the estimated cost of the City of El Paso's portion of eligible transportation projects for FY 2025 through FY 2028 is $39,120,000.00; and

WHEREAS, the City Council for the City of El Paso deems it proper and in the best interest of the City of El Paso ("City") to apply for loans from the State Infrastructure Bank in an amount not to exceed $39,120,000.00 to be used towards the cost of the City of El Paso's portion of eligible transportation projects, including, but not limited to, roadway construction, right of way acquisition, utility relocation, local match and contingency costs; and

WHEREAS, the City is qualified to apply for and obtain financial assistance from the State Infrastructure Bank for this purpose.

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

THAT the City Council finds it is in the best interest of the City of El Paso to apply for loans from the State Infrastructure Bank in an amount not to exceed $39,120,000.00 to be used towards the cost of the City's portion of eligible transportation projects for FY 2025 through FY 2028, including, but not limited to, roadway construction, right of way acquisition, utility relocation, and local match costs.

THAT the City Council hereby authorizes the City Manager, or designee, to execute loan applications for eligible transportation projects from FY 2025 through FY 2028 from the State Infrastructure Bank and to submit the applications, together with all required documentation, to the Texas Department of Transportation for consideration.

THAT the list of applications to be submitted is attached hereto as Exhibit A and made a part hereof for all purposes.

(Signatures begin on the following page)

APPROVED this 29th day of April, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Joaquin Rodriguez
CID Grant Funded Programs Director

EXHIBIT A

Project Name	Year of Expenditure
FY 24	
Sean Haggerty Connection	FY 25
FY 25-28	
TMC Upgrades	FY 26
CBD IV	FY 26
Railroad Dr Reconstruction	FY 26
Playa Drain SUP	FY 26
SS4A	FY 26
Buffalo Soldier Reconstruction	FY 27
Sun Valley Dr Improvements	FY 27
Sunland Park SUP	FY 27
Grouped Projects (Active Transportation less than $1M)	
Downtown Bicycle Infrastructure	FY 25
McRae SUP Ph1 & Ph2	FY 25
Connected Bike Lanes TASA	FY 25
Border Traveler and Cargo ITS	FY 28
Video Surveillance & Count Stns Ph II	FY 28
Brown St Shared Use Path	FY 28
Shadow Mountain Dr SUP	FY 28

EXHIBIT B

TEXAS TRANSPORTATION COMMISSION MINUTE ORDER

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TEXAS TRANSPORTATION COMMISSION

The applicants listed in exhibit A have each submitted an application for financial assistance in the form of a loan from the State Infrastructure Bank (SIB) under Transportation Code, Chapter 222, Subchapter D, and Title 43 Texas Administrative Code (TAC), Chapter 6 (SIB Rules). Each application satisfies all requirements of the rules, including passage of a resolution authorizing submission of the application to the Texas Department of Transportation (department).

The intended use of the financial assistance conforms to the purposes of the SIB. Each applicant intends to use the financial assistance to pay for eligible project costs to perform work on various projects in various counties in Texas, as detailed in exhibit A.

The present and projected financial condition of the SIB is sufficient to cover the requested financial assistance for the projects.

In accordance with the SIB Rules, the executive director has negotiated all the terms of an agreement with each applicant as necessary to protect the public's safety and to prudently provide for the protection of public funds while furthering the purposes of the SIB, as contained in exhibit A.

The SIB Rules provide for both preliminary and final approval by the Texas Transportation Commission (commission) of any SIB loan in the principal amount of more than $10 million or in which the department does not have primary responsibility, unless the commission waives the preliminary approval requirement for that application. The commission has considered the financial condition of the bank, complexity and size of the project, the type of infrastructure or asset involved, the type and complexity of the financial assistance requested, the financial status of the applicant, the financial feasibility of the project, and the need to expedite the financing of the project and has determined to waive the preliminary approval requirement for the city of El Paso, city of Granbury and RCH Water Supply Corporation SIB loan applications, as listed in exhibit A.

The executive director or his designee implemented actions authorized and required by the SIB Rules for final approval. The executive director recommends that the commission grant final approval of the applications listed in exhibit A for financial assistance from the SIB up to the amount listed for each project.

In accordance with the SIB Rules, the commission finds that:

1. the projects listed in exhibit A are consistent with the metropolitan transportation plan developed by the applicable metropolitan planning organization, if appropriate;

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2. the projects listed in exhibit A will improve the efficiency of the state's transportation systems;

3. the projects listed in exhibit A will expand the availability of funding for transportation projects or reduce direct state costs;

4. the applications submitted show that the applicants listed in exhibit A are likely to have sufficient revenues to assure repayment of the financial assistance; and

5. providing financial assistance to each applicant listed in exhibit A will protect the public's safety and prudently provide for the protection of public funds, while furthering the purposes of the SIB.

IT IS THEREFORE DETERMINED AND ORDERED by the commission that each application listed in exhibit A submitted for financial assistance in the form of a loan from the SIB meets the applicable requirements of the SIB Rules and, in accordance with those provisions, the commission grants final approval of the applications for SIB loans under the terms contained within exhibit A up to the amount listed for each project to pay for the eligible project costs necessary for the projects.

IT IS FURTHER ORDERED by the commission that the executive director or his designee is directed and authorized to enter into financial assistance agreements for each of the attached SIB loan requests, which comply with the SIB Rules and which contains the terms attached hereto as exhibit A.

Submitted and reviewed by:

Signed by:
Benjamin H. Asher
E40115FC36E4474...
Director, Project Finance & Toll Operations Division

Recommended by:

DocuSigned by:
Mark Williams
0E1B35AE191749E...
Executive Director

117114 January 29, 2026

Minute Number | Date Passed

Docusign Envelope ID: 075C11E7-3D9B-4DF0-91FF-AC7E0378859A

Exhibit A

State Infrastructure Bank Loan Terms

Applicant	Loan Amount (up to)	Pledged Collateral	Term to Maturity (up to)	Initial Repayment Deferral	Interest Rate	Project Description
City of El Paso (S2026-001-05)	$14,822,000	Ad-valorem Tax Revenues	25 years	N/A	3.44%	Development of five (5) MPO projects identified as Railroad Drive Reconstruction, Sun Valley Street Improvements, Playa Drain and Sunland Park Shared Use Paths, and Traffic Management Center Updates in El Paso County, Texas.
City of Granbury (S2026-002-01)	$16,800,000	Utility Revenues	20 years	N/A	3.99%	Utility relocation necessary for a non-tolled, on-system project to widen US 377 in Hood County, Texas
RCH Water Supply Corporation (S2025-006-01)	$17,400,000	Contract Revenues and Utility Revenues	25 years	N/A	4.55%	Utility relocation necessary for a non-tolled, on-system project to widen SH 205 in Rockwall County, Texas

EXHIBIT C

BORROWER'S RESOLUTION AUTHORIZING LOAN AGREEMENT

EXHIBIT D

AMORTIZATION SCHEDULE

LOAN SCHEDULE REPORT

EXHIBIT D - AMORTIZATION SCHEDULE

Loan Schedule for El Paso S2026-001-05

Term Number	Date	Loan Rate	Start Balance	Disbursement	Payment Due Amount	Principal Payment	Interest Payment	Interest Capitalized	End Balance
1	5/15/2026	3.44%	$0.00	$6,000,000.00	$0.00	$0.00	$0.00	$0.00	$6,000,000.00
2	8/15/2026	3.44%	$6,000,000.00	$0.00	$361,677.60	$310,077.60	$51,600.00	$0.00	$5,689,922.40
3	8/15/2027	3.44%	$5,689,922.40	$0.00	$361,677.60	$165,944.27	$195,733.33	$0.00	$5,523,978.13
4	8/15/2028	3.44%	$5,523,978.13	$0.00	$361,677.61	$171,652.76	$190,024.85	$0.00	$5,352,325.37
5	8/15/2029	3.44%	$5,352,325.37	$0.00	$361,677.60	$177,557.61	$184,119.99	$0.00	$5,174,767.76
6	8/15/2030	3.44%	$5,174,767.76	$0.00	$361,677.60	$183,665.59	$178,012.01	$0.00	$4,991,102.17
7	8/15/2031	3.44%	$4,991,102.17	$0.00	$361,677.60	$189,983.69	$171,693.91	$0.00	$4,801,118.48
8	8/15/2032	3.44%	$4,801,118.48	$0.00	$361,677.61	$196,519.13	$165,158.48	$0.00	$4,604,599.35
9	8/15/2033	3.44%	$4,604,599.35	$0.00	$361,677.61	$203,279.39	$158,398.22	$0.00	$4,401,319.96
10	8/15/2034	3.44%	$4,401,319.96	$0.00	$361,677.61	$210,272.20	$151,405.41	$0.00	$4,191,047.76
11	8/15/2035	3.44%	$4,191,047.76	$0.00	$361,677.60	$217,505.56	$144,172.04	$0.00	$3,973,542.20
12	8/15/2036	3.44%	$3,973,542.20	$0.00	$361,677.60	$224,987.75	$136,689.85	$0.00	$3,748,554.45
13	8/15/2037	3.44%	$3,748,554.45	$0.00	$361,677.60	$232,727.33	$128,950.27	$0.00	$3,515,827.12
14	8/15/2038	3.44%	$3,515,827.12	$0.00	$361,677.60	$240,733.15	$120,944.45	$0.00	$3,275,093.97
15	8/15/2039	3.44%	$3,275,093.97	$0.00	$361,677.60	$249,014.37	$112,663.23	$0.00	$3,026,079.60
16	8/15/2040	3.44%	$3,026,079.60	$0.00	$361,677.61	$257,580.47	$104,097.14	$0.00	$2,768,499.13
17	8/15/2041	3.44%	$2,768,499.13	$0.00	$361,677.60	$266,441.23	$95,236.37	$0.00	$2,502,057.90
18	8/15/2042	3.44%	$2,502,057.90	$0.00	$361,677.60	$275,606.81	$86,070.79	$0.00	$2,226,451.09
19	8/15/2043	3.44%	$2,226,451.09	$0.00	$361,677.61	$285,087.69	$76,589.92	$0.00	$1,941,363.40
20	8/15/2044	3.44%	$1,941,363.40	$0.00	$361,677.60	$294,894.70	$66,782.90	$0.00	$1,646,468.70
21	8/15/2045	3.44%	$1,646,468.70	$0.00	$361,677.60	$305,039.08	$56,638.52	$0.00	$1,341,429.62
22	8/15/2046	3.44%	$1,341,429.62	$0.00	$361,677.60	$315,532.42	$46,145.18	$0.00	$1,025,897.20

LOAN SCHEDULE REPORT

Loan Schedule for El Paso S2026-001-05

Term Number	Date	Loan Rate	Start Balance	Disbursement	Payment Due Amount	Principal Payment	Interest Payment	Interest Capitalized	End Balance
23	8/15/2047	3.44%	$1,025,897.20	$0.00	$361,677.60	$326,386.74	$35,290.86	$0.00	$699,510.46
24	8/15/2048	3.44%	$699,510.46	$0.00	$361,677.60	$337,614.44	$24,063.16	$0.00	$361,896.02
25	8/15/2049	3.44%	$361,896.02	$0.00	$361,677.60	$349,228.38	$12,449.22	$0.00	$12,667.64
26	8/15/2050	3.44%	$12,667.64	$0.00	$13,103.41	$12,667.64	$435.77	$0.00	$0.00

EXHIBIT E

ADVANCE FUNDING AGREEMENT FOR CONGESTION MITIGATION AIR QUALITY PROJECT OFF-SYSTEM, DATED AUGUST 30, 2022

ADVANCE FUNDING AGREEMENT AMENDMENT #1, DATED OCTOBER 18, 2022

ADVANCE FUNDING AGREEMENT FOR CONGESTION MITIGATION AIR QUALITY PROJECT OFF-SYSTEM, DATED AUGUST 30, 2024

ADVANCE FUNDING AGREEMENT FOR CONGESTION MITIGATION AIR QUALITY PROJECT OFF-SYSTEM AMENDMENT #1, DATED MARCH 27, 2025

ADVANCE FUNDING AGREEMENT FOR CONGESTION MITIGATION AIR QUALITY PROJECT OFF-SYSTEM, DATED SEPTEMBER 8, 2025

ADVANCE FUNDING AGREEMENT FOR CONGESTION MITIGATION AIR QUALITY PROJECT OFF-SYSTEM, DATED SEPTEMBER 9, 2025

DocuSign Envelope ID: ECD62464-013C-4DAA-80BB-46F6E7BAB7D8

TxDOT:					Federal Highway Administration:	
CSJ #	0924-06-566				CFDA No.	20.205
District #	24-El Paso	AFA ID	Z00003285		CFDA Title	Highway Planning and Construction
Code Chart 64 #	134000					
Project Name	Traffic Management Center Upgrade Phase 2				*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Congestion Mitigation Air Quality Project
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of El Paso**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115291** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Upgrade City's traffic management center and traffic signal controller equipment, Phase 1 is the design phase and phase 2 is design and construction.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Texas Transportation Commission has not authorized funding for the construction of the highway improvement or other transportation project and the project is not currently listed and approved for construction in the Unified Transportation Program (UTP) or Statewide Transportation Improvement Program (STIP). This Agreement does not represent a commitment to future project funding for any project elements, including construction, not

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specifically outlined in the Agreement. Costs not specifically identified as reimbursable under this Agreement will not be requested or reimbursed.

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**N/A**	Utilities	Article 8
2.	**Local Government**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 11
4.	**Local Government**	Construction Responsibilities	Article 12
5.	**N/A**	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of **the design and construction of the upgrades to the City of El Paso Traffic Management Center and traffic signal upgrades to include evaluating latest technology used to control and communicate with traffic signal lights, adaptive technology, emergency preemption and mass transit priority. Field investigations will be necessary to evaluate any new construction needs to accommodate the new equipment footprint.**

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

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A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

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F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

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P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

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7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

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11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

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G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

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E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after

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completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
City of El Paso ATTN: CID Director of Grant Funded Programs P.O. Box 1890 El Paso, Texas 79950-1890	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this

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Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

TxDOT:					Federal Highway Administration:	
CSJ #	0924-06-566				CFDA No.	20.205
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A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
   2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government

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may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure

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compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor 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*

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by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed

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by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

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D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE LOCAL GOVERNMENT

THE CITY OF EL PASO

DocuSigned by:
By: Samuel Rodriguez
500F0DE325714A0...
Samuel Rodriguez, P.E. Operations
& Transportation Officer for the City Manager

8/30/2022
Date

APPROVED AS TO CONTENT:

DocuSigned by:
hernandezym@elpasotexas.gov
F31C1FF18ACA4AD...
Yvette Hernandez, P.E.
Director of Grant Funded Programs

APPROVED AS TO FORM:

DocuSigned by:
Roberta Brito
FDCF213D39EA446...
Roberta Brito
Assistant City Attorney

THE STATE OF TEXAS

DocuSigned by:
Kenneth Stewart
F1CDA80FDB8C4B6...
Signature

Kenneth Stewart
Typed or Printed Name

Director of Contract Services
Typed or Printed Title

8/30/2022
Date

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CSJ #	0924-06-566		
District #	24-El Paso	**AFA ID**	Z00003285
Code Chart 64 #	13400		
Project Name	Traffic Management Center Upgrade, PH2		

Federal Highway Administration:	
CFDA No.	**20.205**
CFDA Title	**Highway Planning and Construction**
AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
AMENDMENT # 1

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, ("State") and the City of El Paso ("Local Government ") acting by and through its duly authorized officials.

W I T N E S S E T H

WHEREAS, the State and the Local Government executed an advanced funding agreement on August 30 of 2022 ("AFA") to upgrade the Local Government's traffic management center and traffic signal controller equipment;

WHEREAS, the attachments, although referenced in the AFA, were inadvertently left out of the DocuSign envelope sent out for execution;

WHEREAS, it has become necessary to amend the AFA to include the missing attachments;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

A G R E E M E N T

1. Description of Amended Items

The following attachments, which are attached to this amendment, are hereby added to the AFA: Attachment A-1, Location Map Showing Project; Attachment B-1, Project Budget; and Attachment C-1, Resolution.

All other provisions of the original contract are unchanged and remain in full force and effect.

2. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

[*SIGNATURE PAGE FOLLOWS*]

CSJ #	0924-06-566			**Federal Highway Administration:**	
District #	24-El Paso	**AFA ID**	Z00003285	**CFDA No.**	**20.205**
Code Chart 64 #	13400			**CFDA Title**	**Highway Planning and Construction**
Project Name	Traffic Management Center Upgrade, PH2				
				AFA Not Used For Research & Development	

Each party is signing this amendment on the date stated under that party's signature.

THE CITY OF EL PASO

DocuSigned by:
BY: Samuel Rodriguez
500F0DE325714A0...
Samuel Rodriguez, P.E.
Operations & Transportation Officer for the City Manager

10/14/2022
Date

APPROVED AS TO CONTENT:

DocuSigned by:
Yvette M. Hernandez
F31C1FF18ACA4AD...
Yvette Hernandez, P.E.
City Engineer

APPROVED AS TO FORM:

DocuSigned by:
Roberta Brito
FDCF213D39EA446...
Roberta Brito
Assistant City Attorney

THE STATE OF TEXAS

DocuSigned by:
Kenneth Stewart
F1CDA80FDB8C4B8...
Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

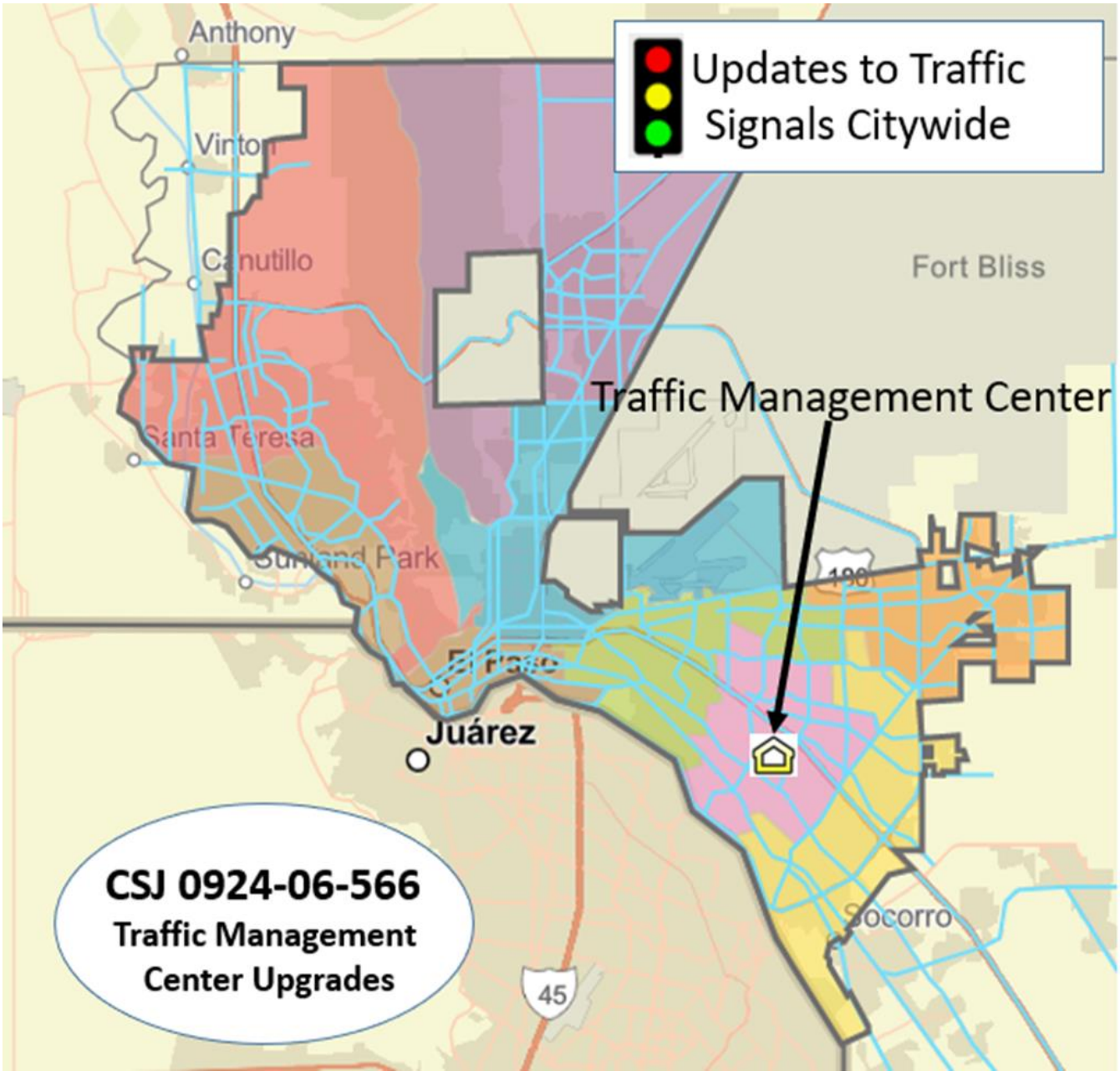
10/18/2022
Date

CSJ #	0924-06-566		
District #	24-El Paso	**AFA ID**	Z00003285
Code Chart 64 #	13400		
Project Name	Traffic Management Center Upgrade, PH2		

Federal Highway Administration:	
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ATTACHMENT A-1

LOCATION MAP SHOWING PROJECT



CSJ #	0924-06-566		
District #	24-El Paso	**AFA ID**	Z00003285
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Project Name	Traffic Management Center Upgrade, PH2		

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ATTACHMENT B-1
PROJECT BUDGET

Except for Indirect State Costs, all other costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Engineering (by Local Government)	$5,260,329	80%	$4,208,263	0%	12.0%	$631,240	20%	8.0%	$420,826
Environmental (by Local Government)	$100,000	80%	$80,000	0%	12.0%	$12,000	20%	8.0%	$8,000
Construction (by Local Government)	$3,669,976	80%	$2,935,981	0%	12.0%	$440,397	20%	8.0%	$293,598
Subtotal	$9,030,305		$7,224,244			$1,083,637			$722,424
Environmental Direct State Costs	$7,590	80%	$6,072	0%	12.0%	$911	20%	8.0%	$607
Right of Way Direct State Costs	$1,897	80%	$1,518	0%	0%	$0	20%	8.0%	379
Engineering Direct State Costs	$17,078	80%	$13,663	0%	12.0%	$2,049	20%	8.0%	$1,366
Utility Direct State Costs	$1,897	80%	$1,518	0%	0%	$0	20%	8.0%	$379
Construction Direct State Costs	$9,487	80%	$7,590	0%	12.0%	$1,138	20%	8.0%	$759
Indirect State Costs	$96,249	0%	$0	100%	100%	$96,249	0%	0%	$0
TOTAL	$9,164,503		$7,254,605			$1,183,984			$725,914

Initial payment by the Local Government to the State: $2,731
Payment by the Local Government to the State before construction: $759
Estimated total payment by the Local Government to the State $ 3,490
This is an estimate. The final amount of Local Government participation will be based on actual costs.

CSJ #	0924-06-566		
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CFDA No.	**20.205**
CFDA Title	**Highway Planning and Construction**
AFA Not Used For Research & Development	

ATTACHMENT C-1

RESOLUTION

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

THAT the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for 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.

APPROVED this 14th **day of** July, **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

22-1004-1390 | 1180978
AFA- Traffic Signal Upgrades Phase 2
RAB

RESOLUTION

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

THAT the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for 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.

APPROVED this 14th **day of** July, **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

22-1004-1390 | 1180978
AFA- Traffic Signal Upgrades Phase 2
RAB

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TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-566	AFA ID	Z00010528		CFDA No.	20.205
AFA CSJs	0924-06-567				CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400			
Project Name		Traffic Management Center Upgrade, Phase 3			*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Congestion Mitigation Air Quality Project
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of El Paso**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116522** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Traffic Management Center Upgrade, Phase 3.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **06/04/2024**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-566	AFA ID	Z00010528		CFDA No.	20.205
AFA CSJs	0924-06-567				CFDA Title	Highway Planning and Construction
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NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**N/A**	Utilities	Article 8
2.	**N/A**	Environmental Assessment and Mitigation	Article 9
3.	**N/A**	Architectural and Engineering Services	Article 11
4.	**Local Government**	Construction Responsibilities	Article 12
5.	**N/A**	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of construction work to upgrade the City of El Paso Traffic Management Center and traffic signals to include implementing the latest technology used to control and communicate with traffic signal lights, emergency preemption and mass transit priority. Construction will take place at various locations citywide as identified in Attachment A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project

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successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

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H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a

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subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

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8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals.

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For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form “FHWA-1273” in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

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13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real

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property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate

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of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
City of El Paso ATTN: CID Director of Grant Funded Programs P.O. Box 1890 El Paso, Texas 79950-1890	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

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20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or

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national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

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A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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Project Name		Traffic Management Center Upgrade, Phase 3			*AFA Not Used For Research & Development*	

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate*.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for

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participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

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A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE LOCAL GOVERNMENT

THE CITY OF EL PASO

By: Signed by: Dionne Mack 5AA138297A09462...

Dionne Mack for Cary Westin, Interim City Manager

8/30/2024

Date

APPROVED AS TO CONTENT:

DocuSigned by: Joaquin Rodriguez 9037ADB81450441... 8/30/2024

Jaoquin Rodriguez, AICP
CID Grant Funded Program Director

APPROVED AS TO FORM:

DocuSigned by: Roberta Brito FDCF213D39EA446... 8/30/2024

Roberta Brito
Senior Assistant City Attorney

THE STATE OF TEXAS

DocuSigned by: Kenneth Stewart F1CDA80FDB8C4B6...

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

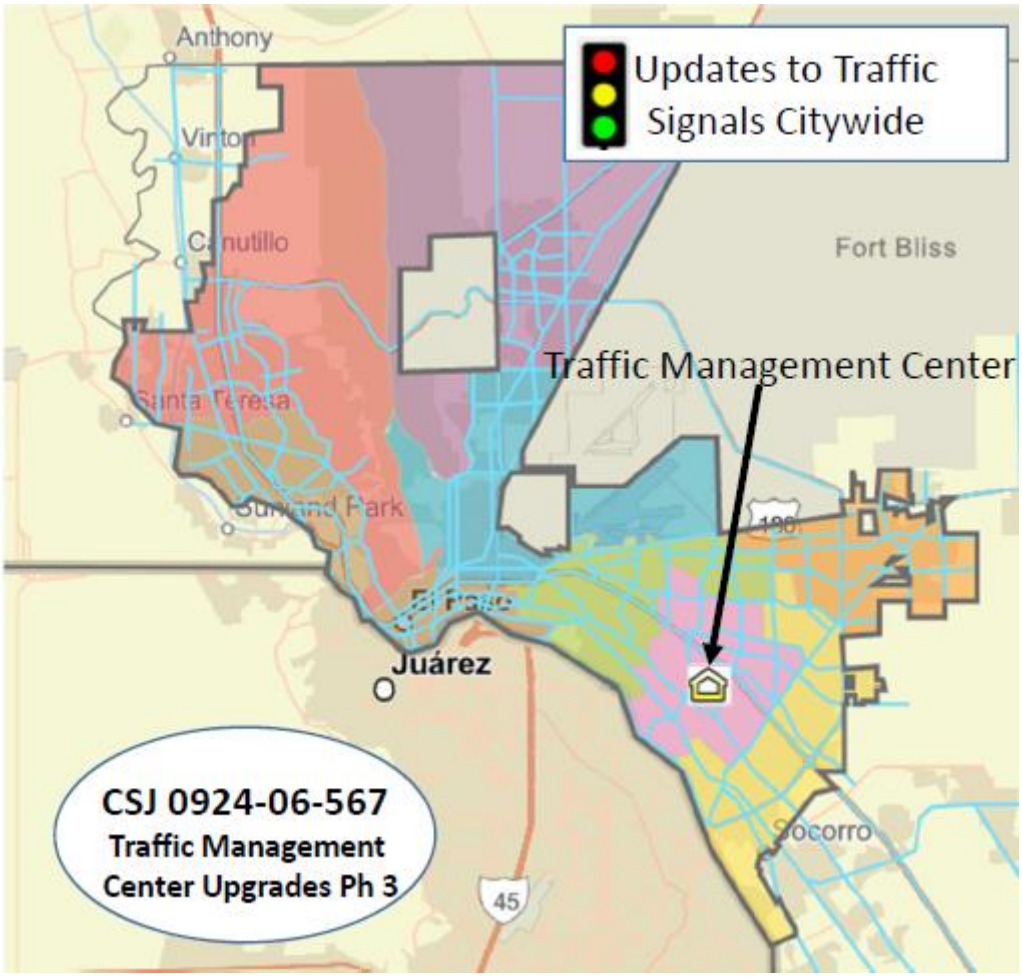
Typed or Printed Title

8/30/2024

Date

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ATTACHMENT A
LOCATION MAP SHOWING PROJECT



TxDOT:					Federal Highway Administration:	
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PROJECT SITE LOCATIONS

ID #	Location	Latitude	Longitude
404	Airport & Airway/Buffalo Soldier	31.79584117	-106.4041007
405	Airport & Leigh Fisher	31.80708537	-106.4042063
406	Airport & Cassidy	31.81255737	-106.4042194
407	Airport & Founders	31.81768007	-106.4043863
412	Airport Terminal Dr. N & Hawk	31.79632302	-106.3954308
413	Airway & Convair	31.79559292	-106.4000301
414	Airway & Boeing	31.79203038	-106.3958766
415	Montana & Airway	31.78995243	-106.3958827
416	Airway & Edgemere	31.78399167	-106.3956183
417	Airway & Viscount	31.78160202	-106.3923424
418	Airway & Gwew	31.77873929	-106.3926415
421	Boeing & Shuttle Columbia	31.79345291	-106.3787502
422	Hawkins & Boeing	31.79429464	-106.371916
423	Montana & Buffalo Soldier	31.78920003	-106.3984547
432	Edgemere & Hawkins	31.7875649	-106.3710775
433	Montana & Hawkins	31.79281232	-106.3715427
435	Montana & Mattox	31.79359129	-106.3674166
453	Montana & Rutherglen	31.79470177	-106.3594753
454	Montana & McRae	31.79458879	-106.3566625
455	Montana & Wedgewood	31.79614285	-106.3486681
457	Rojas & Pendale	31.73569097	-106.3131629
469	Montana & Yarbrough	31.79825117	-106.3327917
470	Montana & Lorne	31.79668397	-106.3446347
472	Gwew & Lomamland	31.74431667	-106.3320889
473	Rojas & Lomaland	31.74709444	-106.3292889
474	Pellicano & Lomaland	31.74988889	-106.3276278
475	Vista Del Sol & Lomaland	31.75746667	-106.3297194
476	Trawood & Lomaland	31.76575833	-106.3297861
477	Montwood & Lomaland	31.77194722	-106.3309111
478	Gwew & Lee Trevino	31.73951389	-106.3255194
479	Rojas & Lee Trevino	31.74184722	-106.3229917
480	Pellicano & Lee Trevino	31.74774167	-106.3186889
481	Vista Del Sol & Lee Trevino	31.75410278	-106.3186333
482	Trawood & Lee Trevino	31.76499444	-106.3187556
483	Montwood & Lee Trevino	31.76909722	-106.3193389
484	Sam Snead & Lee Trevino	31.77691111	-106.3226611
485	James Watt & Lee Trevino	31.74471389	-106.3201389
486	Pebble Hills & Lee Trevino	31.78386111	-106.3235056
487	Edgemere & Lee Trevino	31.79165	-106.3234611

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488	Montana & Lee Trevino	31.79904171	-106.3228145
489	Chito & George Dieter	31.73512778	-106.3015028
490	Gwew & Zaragoza	31.72062778	-106.3048861
491	Esther Lama & George Dieter	31.72369444	-106.3026694
492	Zaragoza & George Dieter	31.72499722	-106.3025583
493	Rojas & George Dieter	31.72803889	-106.3026806
494	Pendale & George Dieter	31.74250278	-106.3015444
495	Pellicano & George Dieter	31.74454722	-106.3015917
496	VDS & George Dieter	31.75138889	-106.3016028
497	VDS & Dale Douglas	31.75251389	-106.3081833
498	Bob Mitchell & George Dieter	31.76085278	-106.3017694
499	Trawood & George Dieter	31.76456111	-106.3017611
500	Trawood & Dale Douglas	31.76475556	-106.308325
501	Montwood & George Dieter	31.76954444	-106.3033444
502	East Glen & George Dieter	31.77196111	-106.3032972
503	Montwood & Lake Omega	31.76919722	-106.3015889
504	Montwood & Trawood	31.767925	-106.2976028
505	Montwood & Lee	31.76711158	-106.2909039
506	Saul Kleinfeld & Montwood	31.767425	-106.2851833
507	Pebble Hills & George Dieter	31.78259167	-106.3024861
511	Edgemere & George Dieter	31.79039167	-106.3020194
513	Montana & George Dieter	31.8017554	-106.3021868
514	Montana & Lee	31.80278897	-106.2937652
515	Montana & Saul Kleinfeld	31.80393104	-106.2855789
516	Rojas & Zaragoza	31.72745556	-106.2999
517	Henry Brennan & Zaragoza	31.73054167	-106.2972194
518	Don Haskins & Zaragoza	31.73495833	-106.293925
519	Pellicano & Zaragoza	31.73812222	-106.292
520	Vista Del Sol & Zaragoza	31.74361389	-106.2866556
521	Firehouse & Saul Kleinfeld	31.75867222	-106.2771056
522	New World & Zaragoza	31.75491944	-106.2771056
523	Saul Kleinfeld & Zaragoza	31.756025	-106.27435
524	Wal Mart & Zaragoza	31.75863333	-106.2711778
525	Montwood & Zaragoza	31.76038889	-106.26925
526	Montwood & Firehouse	31.76141111	-106.2737806
527	Montwood & Bob Mitchell	31.76426944	-106.277125
528	Montwood & LP375	31.76056667	-106.2676667
529	Zaragoza & LP375	31.6747431	-106.3356285
530	VDS & Leroy Bonse	31.750725	-106.2952444
531	Vista Del Sol & LP375	31.74088333	-106.2675333
532	Pellicano & LP375	31.72591389	-106.2680417
533	Bob Hope & LP375	31.71873083	-106.2690145
534	Rojas & LP375	31.70516944	-106.2810917
535	Pebble Hills & LP375	31.77621667	-106.2679194

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536	Edgemere & LP375	31.79213333	-106.2680667
537	Zaragoza & JcPenny	31.76455833	-106.2652833
538	Montana & LP375	31.806435	-106.268297
539	Loma Verde & Rojas	31.70663889	-106.2837778
540	Don Haskins & Rojas	31.71407778	-106.2913139
541	Gene Torres & Pellicano	31.74093611	-106.29505
542	Pullman & Pellicano	31.73615556	-106.2884194
543	Peter Cooper & Pellicano	31.72961389	-106.2790444
544	Bob Hope & Pellicano	31.72604722	-106.2715778
545	Zaragoza & Tierra Este	31.77588056	-106.2532056
546	Edgemere & Tierra Este	31.79250556	-106.2594889
547	Vista Del Sol & Pullman	31.74231944	-106.2849639
548	Zaragoza & Sunfire	31.76814444	-106.2607139
575	Pebble Hills & Sunfire	31.77595278	-106.2627611
578	N Zaragoza & Golden Gate	31.751237	-106.279362
580	Edgemere & John Hayes	31.796577	-106.216909
581	North Loop & Gilmore	31.71098439	-106.3224761
582	North Loop & Pendale	31.71629359	-106.3273493
596	North Loop & Lomaland	31.72585624	-106.3430799
597	North Loop & Borrett	31.72277603	-106.3372296
598	North Loop & Lee Trevino	31.72083445	-106.3325624
600	Lee Trevino & Castner	31.72753889	-106.3290361
601	Lee Trevino & Yermoland	31.73349167	-106.3275194
602	Lee Trevino & Burnham	31.73776111	-106.3256361
603	Lomaland & Burnham	31.74094167	-106.3326028
604	Lomaland & Yermoland	31.73511389	-106.3335417
689	Montwood & Robert Wynn	31.76947032	-106.3071201
690	Montwood & Lee Elder	31.76922346	-106.3135508
713	RC Poe & Sun Metro	31.79777517	-106.2496119
736	Edgemere & RC Poe Hawk South	31.79653626	-106.2478137
740	Zaragoza & John Hayes	31.80521944	-106.2211222
741	Pellicano & Michelangelo	31.73098056	-106.2813722
742	Edgemere & Rich Beem N Hawk	31.79794632	-106.2451087
743	Edgemere & Rich Beem W Hawk	31.79756929	-106.2452872
746	Lee & Turner	31.79819722	-106.2940639
747	Tierra Este & Tierra Cortez	31.78891111	-106.2595583
753	Montana & Rich Beem	31.80944024	-106.2478666
755	Montana & Tierra Este	31.80783767	-106.25986
756	Saul Kleinfeld & Edward Jame	31.78883889	-106.2853167
757	Pebble Hills & Tierra Este	31.77964167	-106.2580056
758	Zaragoza & Rich Beem	31.79138333	-106.2365972
759	Zaragoza & Edgemere	31.79767222	-106.2298194
760	Pebble Hills & Red Sails	31.78352778	-106.3127639
761	Pebble Hills & Lee	31.78231389	-106.2937667

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762	Pebble Hills & Saul Kleinfeld	31.78243333	-106.2848667
763	Edgemere & Red Sails	31.79055556	-106.3126778
765	Edgemere & East Glen	31.79057778	-106.3189528
766	Pebble Hills & Arrambide	31.78275	-106.2824667
767	Edgemere & Saul Kleinfeld	31.79114444	-106.2850361
768	Rojas & Sabrina Lynn	31.72938056	-106.3056639
769	Edgemere & Nolan Richard	31.79208889	-106.2761333
770	Edgemere & Lee	31.79118056	-106.2935833
771	Pebble Hills & Nolan Richard	31.78021389	-106.2766361
772	Pellicano & Ted Houghton	31.727475	-106.2754167
773	Pellicano & Rudy Montoya	31.73291111	-106.2846083
774	VDS & Peter Cooper	31.73943333	-106.2760917
775	VDS & Bob Hope	31.74048056	-106.2708833
776	VDS & Gene Torres	31.74981389	-106.2920417
777	Saul Kleinfeld & Bob Mitchell	31.76127778	-106.2805722
778	Rojas & Goodyear	31.73870556	-106.3159472
779	Pellicano & Goodyear	31.74617222	-106.3103139
780	Pellicano & Cedar Oak	31.74523611	-106.3054667
781	Saul Kleinfeld & Turner	31.79791111	-106.2850806
782	Montana & Turf	31.80867399	-106.2530968
783	Zaragoza & Charles Schulte	31.77270556	-106.2564583
784	Zaragoza & Sombra Del Sol	31.77346944	-106.2557306
785	Zaragoza & Pebble Hills	31.78343056	-106.2449444
786	Saul Kleinfeld & Rufus Brija	31.772175	-106.2847806
787	Pebble Hills & Rich Beem	31.78185278	-106.234025

In this Attachment is a total of One Hundred and Fifty-two (152) sites

The number and location of upgrades may change but will stay approximately a number of 152 and will all be located within the City of El Paso

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ATTACHMENT B
PROJECT BUDGET

Where Federal Funding is involved, costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Construction (by Local Gov't)	$2,250,000	80%	$1,800,000	0%	12%	$270,000	20%	8%	$180,000
Construction (by Local Gov't)	$2,750,000	0%	$0	0%	0%	$0	100%	100%	$2,750,000
Subtotal	$5,000,000		$1,800,000			$270,000			$2,930,000
Environmental Direct State Costs	$25,000	80%	$20,000	0%	12%	$3,000	20%	8%	$2,000
Right of Way Direct State Costs	$6,250	80%	$5,000	0%	0%	$0	20%	20%	$1,250
Engineering Direct State Costs	$31,250	80%	$25,000	0%	12%	$3,750	20%	8%	$2,500
Utility Direct State Costs	$6,250	80%	$5,000	0%	0%	$0	20%	20%	$1,250
Construction Direct State Costs	$56,250	80%	$45,000	0%	12%	$6,750	20%	8%	$4,500
Indirect State Costs (4.60%)	$230,000	0%	$0	100%	0%	$230,000	0%	0%	$0
TOTAL	$5,355,000		$1,900,000			$513,500			$2,941,500

Initial payment by the Local Government to the State: $7,000
Payment by the Local Government to the State before construction: $4,500
Total payment by the Local Government to the State: $11,500
The total amount of Local Government participation shall not exceed the amount appearing above.

TxDOT:					Federal Highway Administration:	
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District #	24 ELP	Code Chart 64#	13400			
Project Name		Traffic Management Center Upgrade, Phase 3			*AFA Not Used For Research & Development*	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

RESOLUTION

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

THAT the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the Congestion Mitigation and Air Quality Program grant improvements for the Traffic Management Center Upgrade, Phase 3 project, which has an estimated total project cost of $5,361,500.00 of which the estimated local government participation amount is estimated at $2,941,500.00. 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.

APPROVED this 4th day of June 2024.

THE CITY OF EL PASO:

Oscar Leeser
Mayor

Brian Kennedy
MAYOR PRO TEMPORE

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Joaquin Rodriguez, AICP
CID Grant Funded Program Director

HQ 24-2779 | Tran #525097 | CID
Traffic Management Center Upgrade- Phase 3
RAB

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+THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Congestion Mitigation Air Quality Project
Off-System

AMENDMENT #1

THIS AMENDMENT is made by and between the State of Texas, acting through the **Texas Department of Transportation**, called the "State", and the **City of El Paso**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the parties executed a contract on **8/30/2024** to effectuate their agreement to **perform construction work to upgrade the City of El Paso Traffic Management Center and traffic signal lights to include implementing the latest technology used to control and communicate with traffic signal lights, emergency preemption and mass transit priority at various locations citywide**; and,

WHEREAS, it has become necessary to amend that contract in order to **modify dollar amounts in the budget page for the two construction lines**;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the parties do agree as follows:

AGREEMENT

The parties agree that the Agreement is amended as follows:

Attachment B, **Project Budget**, is deleted in its entirety and replaced with Attachment B-**1**, **Project Budget**, which is attached to and made a part of this Amendment. The total estimated cost of the Project **amount did not change.** The Category 5 funds increased from $2,250,000 to $4,400,000, and the Category 3 Local Contribution funds decreased from $2,750,000 to $600,000 due to an approved STIP revision.

All other provisions of the original contract are unchanged and remain in full force and effect.

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Signatory Warranty
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE LOCAL GOVERNMENT

THE CITY OF EL PASO

Signed by:
Dionne Mack
5AA138297A09462...
Signature

Dionne Mack
Typed or Printed Name

City Manager
Typed or Printed Title

3/27/2025
Date

APPROVED AS TO CONTENT:

DocuSigned by:
Roberta Brito
FDCF213D39EA446...
Roberta Brito

Senior Assistant City Attorney

APPROVED AS TO FORM:

DocuSigned by:
Joaquin Rodriguez
[illegible]
Joaquin Rodriguez

Director - CID Grant Funded Programs

THE STATE OF TEXAS

DocuSigned by:
Kenneth Stewart
F1CDA80FDB8C4B6...
Signature

Kenneth Stewart
Typed or Printed Name

Director, Contract Services
Typed or Printed Title

3/27/2025
Date

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ATTACHMENT B-1
PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Construction CAT 5 (by Local Government)	$4,400,000	80%	$3,520,000	0%	12%	$528,000	20%	8%	$352,000
Construction CAT 3 (by Local Government)	$600,000	0%	$0	0%	0%	$0	100%	100%	$600,000
Subtotal	$5,000,000		$3,520,000			$528,000			$952,000
Environmental Direct State Costs	$25,000	80%	$20,000	0%	12%	$3,000	20%	8%	$2,000
Right of Way Direct State Costs	$6,250	80%	$5,000	0%	0%	$0	20%	20%	$1,250
Engineering Direct State Costs	$31,250	80%	$25,000	0%	12%	$3,750	20%	8%	$2,500
Utility Direct State Costs	$6,250	80%	$5,000	0%	0%	$0	20%	20%	$1,250
Construction Direct State Costs	$56,250	80%	$45,000	0%	12%	$6,750	20%	8%	$4,500
Indirect State Costs (4.60%)	$230,000	0%	$0	100%	0%	$230,000	0%	0%	$0
TOTAL	$5,355,000		$3,620,000			$771,500			$963,500

Initial payment by the Local Government to the State: $7,000
Payment by the Local Government to the State before construction: $4,500
Total payment by the Local Government to the State: $11,500
This is an estimate. The final amount will be based on actual costs.

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STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Congestion Mitigation Air Quality Project
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of El Paso**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Traffic Management Center Upgrade, Phase 4.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **08/19/2025**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

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NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**Local Government***	Utilities	Article 8
2.	**Local Government***	Environmental Assessment and Mitigation	Article 9
3.	**Local Government***	Architectural and Engineering Services	Article 11
4.	**Local Government**	Construction Responsibilities	Article 12
5.	**Local Government***	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of construction work to upgrade the City of El Paso Traffic Management Center and traffic signals to include implementing latest technology used to control and communicate with traffic signal lights, emergency preemption and mass transit priority. Construction will take place at various locations citywide as shown on Attachment A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project

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successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

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H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a

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subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

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8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals.

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For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form “FHWA-1273” in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

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13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real

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property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate

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of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
City of El Paso ATTN: CID Director of Grant Funded Programs P.O. Box 1890 El Paso, Texas 79950-1890	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

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20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or

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District #	24-ELP	Code Chart 64#	13400			
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national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

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A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate*.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for

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participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

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A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE LOCAL GOVERNMENT

THE CITY OF EL PASO

Signed by:
5AA138297A09462...
Signature

Dionne Mack
Typed or Printed Name

City Manager
Typed or Printed Title

9/8/2025
Date

APPROVED AS TO CONTENT:

DocuSigned by:
9037ADB81450441...
Joaquin Rodriguez Director - CID Grant Funded Programs

APPROVED AS TO FORM:

DocuSigned by:
FDCF213D39EA446...
Roberta Brito Senior Assistant City Attorney

THE STATE OF TEXAS

DocuSigned by:
F1CDA80EDB8C4B6...
Signature

Kenneth Stewart
Typed or Printed Name

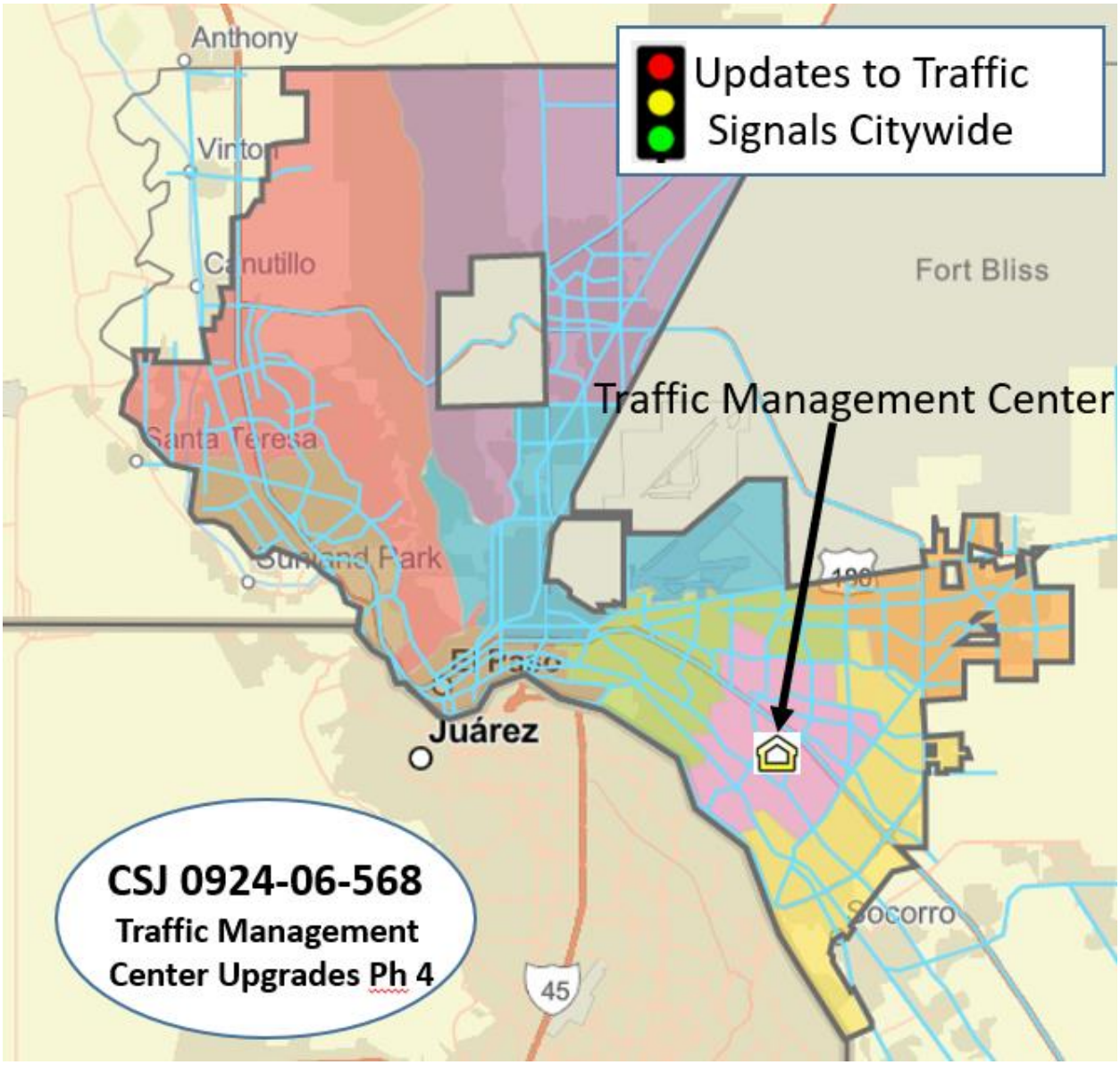
Director, Contract Services
Typed or Printed Title

9/8/2025
Date

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ATTACHMENT A
LOCATION MAP SHOWING PROJECT



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PROJECT SITE LOCATIONS

ID	Intersection Name	Phase	Latitude	Longitude
2	COTTON & DELTA	Phase 4	31.7584426	-106.4735771
3	COTTON & MAGOFFIN	Phase 4	31.76456828	-106.4734857
4	COTTON & MYRTLE	Phase 4	31.76668015	-106.4734496
5	COTTON & TEXAS	Phase 4	31.76758755	-106.4733902
6	COTTON & OVERPASS	Phase 4	31.77017955	-106.4733655
7	MISSOURI & COTTON	Phase 4	31.77219084	-106.4733732
8	WYOMING & COTTON	Phase 4	31.77352387	-106.4733944
9	YANDELL & COTTON	Phase 4	31.77473234	-106.4733859
10	MONTANA & COTTON	Phase 4	31.77579922	-106.4733669
11	MONTANA & DALLAS	Phase 4	31.77370989	-106.4762423
12	RIOGRANDE & COTTON	Phase 4	31.77693212	-106.4733604
13	ARIZONA & COTTON	Phase 4	31.77779939	-106.473371
14	SCHUSTER & BROWN	Phase 4	31.77853043	-106.4872966
15	MURCHINSON & MEDICAL	Phase 4	31.78007179	-106.4795178
57	DYER & ANGORA LOOP	Phase 4	31.9285295	-106.3890041
80	GATEWAY SOUTH & TITANIC	Phase 4	31.853296	-106.441058
101	OREGON & YANDELL	Phase 4	31.76265193	-106.4916786
113	OREGON & MONTANA	Phase 4	31.76337431	-106.492489
123	OREGON & ARIZONA	Phase 4	31.76480019	-106.493657
125	MESA & RIVER	Phase 4	31.76755254	-106.4946799
126	MESA & SCHUSTER	Phase 4	31.76973444	-106.4966129
127	MESA & RIM	Phase 4	31.77046698	-106.4971855
129	MESA & UNIVERSITY	Phase 4	31.77329213	-106.5002064
130	MESA & KERBY	Phase 4	31.77409935	-106.500747
131	KANSAS & CLIFF	Phase 4	31.76920599	-106.4938863
132	STANTON & SCHUSTER	Phase 4	31.7703817	-106.4958774
133	STANTON & RIM	Phase 4	31.77081757	-106.4966845
134	STANTON & UNIVERSITY	Phase 4	31.77388846	-106.4992736
135	STANTON & KERBY	Phase 4	31.77477028	-106.4996662
136	OREGON & SCHUSTER	Phase 4	31.76916687	-106.4975644
137	OREGON & UNIVERSITY	Phase 4	31.77279885	-106.500922
138	MESA & BALTIMORE	Phase 4	31.77774195	-106.5035747
140	SCHUSTER & SUNBOWL	Phase 4	31.76639286	-106.5067052
147	SCHUSTER & GWEW	Phase 4	31.76610637	-106.5082952
190	SCHUSTER & LAWTON - HAWK	Phase 4	31.76640959	-106.5016894
231	PAISANO & EUCALYPTUS	Phase 4	31.76568671	-106.4635818
232	PAISANO & PIEDRAS	Phase 4	31.76627341	-106.4615552
233	PAISANO & SAN MARCIAL	Phase 4	31.76769214	-106.458379
235	MAGOFFIN & PIEDRAS	Phase 4	31.77212141	-106.461473
236	ALAMEDA & TEXAS	Phase 4	31.7735973	-106.464118
237	ALAMEDA & PIEDRAS	Phase 4	31.7736059	-106.461439
238	ALAMEDA & MAGOFFIN	Phase 4	31.77334545	-106.4591912

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ID	Intersection Name	Phase	Latitude	Longitude
239	GWEW & PIEDRAS	Phase 4	31.77828482	-106.4616791
240	MISSOURI & PIEDRAS	Phase 4	31.77954031	-106.4613669
241	WYOMING & PIEDRAS	Phase 4	31.78085579	-106.4613438
242	YANDELL & PIEDRAS	Phase 4	31.78190508	-106.4613679
243	TULAROSA & PIEDRAS	Phase 4	31.7828915	-106.4615699
244	MONTANA & PIEDRAS	Phase 4	31.7835732	-106.4616013
245	PERSHING & PIEDRAS	Phase 4	31.78477153	-106.4613531
246	GRANT & PIEDRAS	Phase 4	31.78641421	-106.4613748
247	AURORA & COPIA	Phase 4	31.79297477	-106.4538749
248	GWEW & RAYNOR	Phase 4	31.77789649	-106.4598845
249	WYOMING & RAYNOR	Phase 4	31.78060018	-106.4598586
250	YANDELL & RAYNOR	Phase 4	31.78159638	-106.4598573
251	MONTANA & RAYNOR	Phase 4	31.78360954	-106.4598391
252	PERSHING & RAYNOR	Phase 4	31.78490012	-106.4598125
253	ALAMEDA & COPIA	Phase 4	31.77350136	-106.4508973
254	DURAZNO & COPIA	Phase 4	31.77645202	-106.4508666
255	GWEW & COPIA	Phase 4	31.77811296	-106.4509101
256	YANDELL & COPIA	Phase 4	31.78160344	-106.4509287
257	MONTANA & COPIA	Phase 4	31.78360703	-106.4509323
258	HUECO & COPIA	Phase 4	31.78598748	-106.4509904
259	PERSHING & COPIA	Phase 4	31.7869304	-106.4515232
260	DOUGLAS & COPIA	Phase 4	31.78783799	-106.4521056
261	ALTURA & COPIA	Phase 4	31.79665131	-106.4538699
262	TROWBRIDGE & PERSHING	Phase 4	31.78885343	-106.4486286
289	ALAMEDA & BOLL	Phase 4	31.77134315	-106.4366769
295	ALABAMA & WHEELING	Phase 4	31.79236259	-106.466122
296	ALABAMA & RICHMOND	Phase 4	31.79602446	-106.4658567
297	ALABAMA & NASHVILLE	Phase 4	31.80054072	-106.4658492
298	ALABAMA & FORT	Phase 4	31.80582041	-106.4658263
299	ALABAMA & McKINLEY	Phase 4	31.80972572	-106.4657876
300	ALABAMA & HARRISON	Phase 4	31.81380342	-106.466065
301	ALABAMA & McKELLIGON	Phase 4	31.82169757	-106.4654826
302	FRED WILSON & ALABAMA	Phase 4	31.82574858	-106.455458
303	PIEDRAS & AURORA	Phase 4	31.79320959	-106.4613411
304	PIEDRAS & ALTURA	Phase 4	31.79672824	-106.4613718
305	PIEDRAS & FORT	Phase 4	31.80588464	-106.4614178
306	MONTANA & BIRCH	Phase 4	31.78232784	-106.4630862
307	DYER & MOBILE	Phase 4	31.80116824	-106.4445555
308	FORT & COPIA	Phase 4	31.80586099	-106.4538508
309	ALTURA & PERSHING	Phase 4	31.79497015	-106.4457315
310	PERSHING & DYER	Phase 4	31.7984704	-106.4438482
311	TOMPKINS & DYER	Phase 4	31.80766167	-106.4447789

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AFA CSJs	0924-06-568				CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400			
Project Name		Traffic Management Center Upgrade, Phase 4			*AFA Not Used For Research & Development*	

ID	Intersection Name	Phase	Latitude	Longitude
312	McKINLEY & DYER	Phase 4	31.80950523	-106.4445533
313	MONROE & DYER	Phase 4	31.81201431	-106.4445666
314	VAN BUREN & DYER	Phase 4	31.81291095	-106.444569
315	FILLMORE & DYER	Phase 4	31.8172704	-106.4445203
316	HAYES & DYER	Phase 4	31.82173629	-106.4445147
317	FRED WILSON & DYER	Phase 4	31.82553593	-106.4447879
318	FRED WILSON & RUSSELL	Phase 4	31.82581394	-106.4510226
319	YANDELL & GWNS	Phase 4	31.78173143	-106.4404275
320	MONTANA & GWNS	Phase 4	31.78382215	-106.4403967
321	TROWBRIDGE & GWNS	Phase 4	31.78887179	-106.4403693
322	ALTURA & GWNS	Phase 4	31.79471807	-106.4402835
323	PERSHING & GWNS	Phase 4	31.80022878	-106.4412667
324	DYER & TIGER EYE	Phase 4	31.924814	-106.391808
325	CASSIDY & GWNS	Phase 4	31.81247919	-106.4430638
326	FRED WILSON & GWNS	Phase 4	31.82604156	-106.4384343
327	DYER & SHEPPARD - HAWK	Phase 4	31.82862887	-106.4452528
328	ALABAMA & ZION	Phase 4	31.85010523	-106.4538481
329	HERCULES & MAGNETIC	Phase 4	31.85497993	-106.454089
330	DYER & FLORY - HAWK	Phase 4	31.83157632	-106.445004
331	DYER & BROADDUS	Phase 4	31.83027666	-106.4453415
332	BROADDUS & GWNS	Phase 4	31.83041032	-106.4396234
333	DYER & ELLERTHORPE	Phase 4	31.84112075	-106.4450186
334	ELLERTHORPE & GWNS	Phase 4	31.84121151	-106.4399215
335	DYER & GWNS	Phase 4	31.85088098	-106.440501
336	HERCULES & GWNS	Phase 4	31.85519382	-106.4402606
337	HERCULES & DYER	Phase 4	31.85495178	-106.4377938
338	TETONS & DYER	Phase 4	31.85785767	-106.4359134
339	MAXWELL & DYER	Phase 4	31.86716567	-106.4297478
340	ALPS & DYER	Phase 4	31.86513177	-106.4310014
341	GWNS & HONDO PASS	Phase 4	31.86958928	-106.4408312
342	HONDO PASS & STAHALA	Phase 4	31.86969432	-106.4345726
343	HONDO PASS & DYER	Phase 4	31.86971924	-106.4280321
344	HONDO PASS & DIANA	Phase 4	31.86979863	-106.4233034
345	HERCULES & DIANA	Phase 4	31.85547107	-106.4231151
347	RAILROAD & DEER	Phase 4	31.90673432	-106.3853571
348	HERCULES & RAILROAD	Phase 4	31.85560532	-106.4166381
349	DYER & TYLER - HAWK	Phase 4	31.81514637	-106.4448051
350	DYER & LINCOLN - HAWK	Phase 4	31.81989585	-106.4448145
351	DIANA & RAILRD	Phase 4	31.84624553	-106.4225828
352	RAILROAD & McCOMBS	Phase 4	31.87222397	-106.4060428
353	WREN & McCOMBS	Phase 4	31.87734907	-106.4063845
354	SANDERS & McCOMBS	Phase 4	31.88059057	-106.4064921

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ID	Intersection Name	Phase	Latitude	Longitude
355	WILL RUTH & McCOMBS	Phase 4	31.88613498	-106.4062798
356	MANILA & McCOMBS	Phase 4	31.89188285	-106.4067687
357	TRANSMOUNTAIN & McCOMBS	Phase 4	31.899338	-106.4070413
358	THREADGILL & RAILROAD	Phase 4	31.88492095	-106.4011963
359	TRANSMOUNTAIN & RAILROAD	Phase 4	31.89913497	-106.3899697
360	TRANSMOUNTAIN & BOMARC	Phase 4	31.89918272	-106.3993312
361	RUTHERFORD & DYER	Phase 4	31.87370873	-106.4258541
362	DIANA & DYER	Phase 4	31.8765306	-106.4235643
363	WREN & DYER	Phase 4	31.87808943	-106.4224281
364	SANDERS & DYER	Phase 4	31.8814538	-106.4202145
365	HONDO PASS & RAILRD	Phase 4	31.87029242	-106.4073135
366	WILL RUTH & DYER	Phase 4	31.88626046	-106.4170868
367	MANILA & DYER	Phase 4	31.89179163	-106.4134355
368	YVETTE & DYER	Phase 4	31.89266697	-106.4132665
369	TRANSMOUNTAIN & DYER	Phase 4	31.89948248	-106.4088837
370	TRANSMOUNTAIN & RUSHING	Phase 4	31.89899331	-106.4208569
371	KENWORTHY & DIANA	Phase 4	31.88304644	-106.4376341
372	KENWORTHY & COHEN	Phase 4	31.89277483	-106.4332749
373	KENWORTHY & LP375	Phase 4	31.89868743	-106.4332077
374	DIANA & GWNS	Phase 4	31.88297457	-106.4410225
375	LP375 & US54	Phase 4	31.8981967	-106.4413669
376	ALCAN & LP375	Phase 4	31.8991111	-106.4123847
377	FAIRBANKS & DYER	Phase 4	31.90044502	-106.4081565
378	DYER & McCOMBS	Phase 4	31.90194787	-106.406674
379	DEER & DYER	Phase 4	31.90648358	-106.4037371
380	SUN VALLEY & DYER	Phase 4	31.91010771	-106.4018005
381	SUN VALLEY & McCOMBS	Phase 4	31.90999032	-106.4072587
382	DEER & McCOMBS	Phase 4	31.90666126	-106.4067709
383	McCOMBS & SEAN HAGGERTY	Phase 4	31.92871897	-106.4077146
384	McCOMBS & GWNS	Phase 4	31.94034092	-106.4075474
385	M.L.KING & N HILLS WALMART	Phase 4	31.926035	-106.4412722
386	SEAN HAGGERTY & GWNS	Phase 4	31.93105913	-106.423937
387	SUN VALLEY & KENWORTHY	Phase 4	31.91233242	-106.4324026
388	MESQUITE HILLS & US54	Phase 4	31.9646223	-106.3745543
389	SUN VALLEY & GWNS	Phase 4	31.91304903	-106.4417101
390	MARTN L KING & GWNS	Phase 4	31.92248598	-106.4399489
391	J.CUNNINGHAM & M.L. KING	Phase 4	31.9298079	-106.441754
392	MARCUS URIBE & M.L. KING	Phase 4	31.93595878	-106.4418908
393	SEAN HAGGERTY & MARCUS URIBE	Phase 4	31.93615492	-106.4248961
408	SGT MAJORS & FRED WILSON	Phase 4	31.8254799	-106.4050446
409	FRED WILSON & CHAFFEE	Phase 4	31.82634463	-106.4166738
411	FRED WILSON & SUN METRO	Phase 4	31.82643142	-106.4235503

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ID	Intersection Name	Phase	Latitude	Longitude
667	MESA & UTEP CROSSWALK - HAWK	Phase 4	31.77859381	-106.5043624
684	FAIRBANKS & RUSHING	Phase 4	31.90318139	-106.4215967
685	KENWORTHY & FAIRBANKS	Phase 4	31.90271824	-106.4336259
686	DIANA & STAHALA	Phase 4	31.88233064	-106.4346323
687	RUSHING & SUN VALLEY	Phase 4	31.91046353	-106.4236533
688	MESA & CINCINNATI	Phase 4	31.77696462	-106.5029749
697	SCHUSTER & PROSPECT - HAWK	Phase 4	31.76562737	-106.5031089
699	MONTANA & BROWN	Phase 4	31.77062761	-106.4811687
700	COTTON & SAN ANTONIO	Phase 4	31.7625133	-106.4734692
701	DALLAS & MISSOURI	Phase 4	31.77164245	-106.4743719
703	SCHUSTER & HAWTHORNE	Phase 4	31.76681208	-106.501121
704	OREGON & HAGUE	Phase 4	31.77062091	-106.4989379
705	OREGON & ROBINSON	Phase 4	31.7758075	-106.5033363
706	OREGON & RIM	Phase 4	31.76986242	-106.4979609
707	PAISANO & RUHLEN	Phase 4	31.76507	-106.510061
708	PAISANO & SP1966	Phase 4	31.76244623	-106.5078398
710	SCHUSTER & EL PASO	Phase 4	31.76861126	-106.4983828
716	LEETREVINO & IVANHOE	Phase 4	31.786184	-106.323168
717	ALAMEDA & UNIVERSITY MEDICAL	Phase 4	31.77044029	-106.4340932
748	GLOBAL REACH & WALTER JONES	Phase 4	31.82861562	-106.3625366
749	GLOBAL REACH & GEORGE PERRY	Phase 4	31.82405702	-106.3570858
750	SPUR 601 & GLOBAL REACH	Phase 4	31.83026859	-106.3643271
751	SPUR 601 & CONSTITUTION	Phase 4	31.84101919	-106.3418485
752	SPUR 601 & LP 375	Phase 4	31.84139176	-106.3247057

This Attachment lists a total of One Hundred and Ninety-two (192) sites

Location of sites may change under this contract, but the number of sites will stay approximately 192. All sites will be located within the City of El Paso

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ATTACHMENT B
PROJECT BUDGET

Costs will be allocated based on 80% Federal funding, 12% State funding, and 8% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of cost overruns.

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Construction (by Local Government)	$5,180,000	80%	$4,144,000	0%	12%	$621,600	20%	8%	$414,400
Subtotal	$5,180,000		$4,144,000			$621,600			$414,400
Environmental Direct State Costs	$2,590	80%	$2,072	0%	12%	$311	20%	8%	$207
Engineering Direct State Costs	$3,237	80%	$2,590	0%	12%	$388	20%	8%	$259
Right of Way Direct State Costs	$647	80%	$518	0%	0%	$0	20%	20%	$129
Utility Direct State Costs	$647	80%	$518	0%	0%	$0	20%	20%	$129
Construction Direct State Costs	$5,827	80%	$4,662	0%	12%	$699	20%	8%	$466
Subtotal	$5,192,948		$4,154,360			$622,998			$415,590
Indirect State Costs (5.29%)	$274,022	0%	$0	100%	100%	$274,022	0%	0%	$0
TOTAL	$5,466,970		$4,154,360			$897,020			$415,590

Initial payment by the Local Government to the State: $724.00.
Payment by the Local Government to the State before construction: $466.00.
Estimated total payment by the Local Government to the State: $1,190.00.
This is an estimate. The final amount of Local Government participation will be based on actual costs.

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Project Name	Traffic Management Center Upgrade, Phase 4				*AFA Not Used For Research & Development*	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

18

RESOLUTION

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

THAT the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for a Congestion Mitigation Air Quality project, the Traffic Management Center Upgrade, Phase 4 project, which has an estimated total project cost of $5,466,970.00 of which the estimated local government participation amount is estimated at $415,590.00 plus any cost overruns. 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.

APPROVED this 14th day of August 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Joaquin Rodriguez, Director-Grant Funded Programs
Capital Improvement

HQ 5413 | Tran # 616019 | CID
AFA Resolution
RAB

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AFA CSJs	0924-06-569				CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400			
Project Name		Traffic Management Center Upgrade, Phase 5			*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Congestion Mitigation Air Quality Project
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of El Paso**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **traffic management center upgrade.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **08/19/2025**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

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District #	24-ELP	Code Chart 64#	13400			
Project Name		Traffic Management Center Upgrade, Phase 5			*AFA Not Used For Research & Development*	

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**Local Government***	Utilities	Article 8
2.	**Local Government***	Environmental Assessment and Mitigation	Article 9
3.	**Local Government***	Architectural and Engineering Services	Article 11
4.	**Local Government**	Construction Responsibilities	Article 12
5.	**Local Government***	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of construction work to upgrade the City of El Paso's traffic management center and traffic signal controller equipment, Phase 5. This will include implementing the latest technology used to control and communicate with traffic signal lights, emergency preemption and mass transit priority. Construction will take place at various locations citywide as shown on Attachment A

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project

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successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

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H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a

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subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

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CCSJ #	0924-06-568	AFA ID	Z00011942		CFDA No.	20.205
AFA CSJs	0924-06-569				CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400			
Project Name		Traffic Management Center Upgrade, Phase 5			*AFA Not Used For Research & Development*	

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals.

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For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form “FHWA-1273” in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

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District #	24-ELP	Code Chart 64#	13400			
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13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real

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property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate

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of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
City of El Paso ATTN: CID Director of Grant Funded Programs P.O. Box 1890 El Paso, Texas 79950-1890	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

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20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or

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national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

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A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate*.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for

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participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

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A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE LOCAL GOVERNMENT

THE CITY OF EL PASO

Signed by:
Dionne Mack
5AA138297A09462...
Signature

Dionne Mack
Typed or Printed Name

City Manager
Typed or Printed Title

9/8/2025
Date

APPROVED AS TO CONTENT:

DocuSigned by:
Joaquin Rodriguez
9037ADB81450441...

APPROVED AS TO FORM:

DocuSigned by:
Roberta Brito
FDCF213D39EA446...

THE STATE OF TEXAS

DocuSigned by:
Kenneth Stewart
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Signature

Kenneth Stewart
Typed or Printed Name

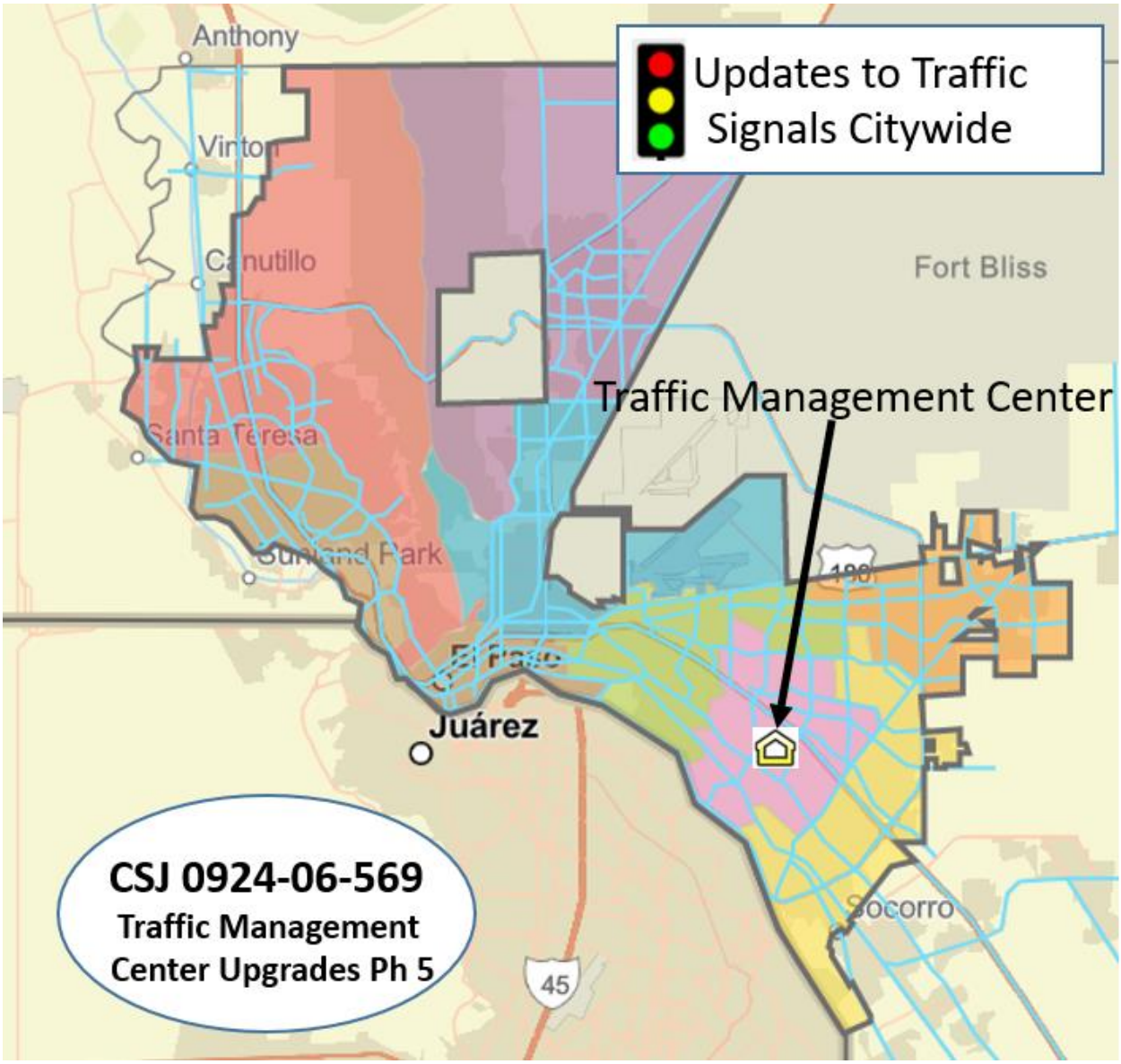
Director, Contract Services
Typed or Printed Title

9/9/2025
Date

Docusign Envelope ID: 68BE3987-7546-476C-8436-6F9E5CA637AF

TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-568	AFA ID	Z00011942		CFDA No.	20.205
AFA CSJs	0924-06-569				CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400			
Project Name		Traffic Management Center Upgrade, Phase 5			*AFA Not Used For Research & Development*	

ATTACHMENT A
LOCATION MAP SHOWING PROJECT



TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-568	AFA ID	Z00011942		CFDA No.	20.205
AFA CSJs	0924-06-569				CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400			
Project Name		Traffic Management Center Upgrade, Phase 5			*AFA Not Used For Research & Development*	

PROJECT SITE LOCATIONS

ID	Intersection Name	Phase	Latitude	Longitude
1	PAISANO & COLES	Phase 5	31.76035809	-106.470306
16	SANTA FE & MONTESTRUC	Phase 5	31.75048603	-106.4877746
19	SEVENTH & STANTON	Phase 5	31.75143008	-106.4835696
20	FATHER RAHM & STANTON	Phase 5	31.75318269	-106.4841069
21	PAISANO & St. VRAIN	Phase 5	31.75759159	-106.4791264
22	PAISANO & OCHOA	Phase 5	31.75680204	-106.4808382
23	PAISANO & CAMPBELL	Phase 5	31.75627125	-106.4828913
24	PAISANO & KANSAS	Phase 5	31.75589255	-106.4841086
25	PAISANO & STANTON	Phase 5	31.75575934	-106.4848656
26	PAISANO & MESA	Phase 5	31.75547613	-106.4859371
27	PAISANO & OREGON	Phase 5	31.75524412	-106.4870039
28	PAISANO & EL PASO	Phase 5	31.75495955	-106.4882264
29	PAISANO & SANTA FE	Phase 5	31.75480405	-106.4890772
31	OREGON & FOURTH	Phase 5	31.75352453	-106.4867129
32	OVERLAND & SANTA FE	Phase 5	31.75640495	-106.4895919
33	SAN ANTONIO & SANTA FE	Phase 5	31.75715913	-106.4898274
34	SAN ANTONIO & DURANGO	Phase 5	31.75637699	-106.4931165
36	SAN FRANCISCO & SANTAFE	Phase 5	31.75805127	-106.4904507
37	MAIN & SANTA FE	Phase 5	31.7586374	-106.490849
38	SANTA FE & FOURTH	Phase 5	31.7531111	-106.4885474
39	EL PASO & FOURTH	Phase 5	31.75329839	-106.487746
40	MILLS & MESA	Phase 5	31.75951465	-106.4876922
41	OVERLAND & CAMPBELL	Phase 5	31.75797438	-106.4836336
42	OVERLAND & KANSAS	Phase 5	31.75775702	-106.4846983
43	OVERLAND & STANTON	Phase 5	31.75756198	-106.4855032
44	OVERLAND & MESA	Phase 5	31.75730092	-106.4867503
45	OVERLAND & OREGON	Phase 5	31.75710661	-106.487578
46	OVERLAND & EL PASO	Phase 5	31.75658436	-106.4888013
47	SAN ANTONIO & CAMPBELL	Phase 5	31.75918008	-106.4836504
48	SAN ANTONIO & KANSAS	Phase 5	31.7587573	-106.485027
49	MYRTLE & CAMPBELL	Phase 5	31.75962668	-106.4839936
50	MYRTLE & KANSAS	Phase 5	31.75914112	-106.484844
51	SAN ANTONIO & STANTON	Phase 5	31.75859211	-106.4858218
52	SAN ANTONIO & MESA	Phase 5	31.75829873	-106.4870129
53	SAN ANTONIO & OREGON	Phase 5	31.75814436	-106.4879263
54	TEXAS & OREGON	Phase 5	31.75831111	-106.4880506
56	MILLS & OREGON	Phase 5	31.75907183	-106.4884327
58	TEXAS & CAMPBELL	Phase 5	31.76048489	-106.4848006
59	TEXAS & KANSAS	Phase 5	31.75995706	-106.4856581
60	TEXAS & STANTON	Phase 5	31.75952638	-106.4862723
61	TEXAS & MESA	Phase 5	31.75896445	-106.4872076
62	MILLS & CAMPBELL	Phase 5	31.76105852	-106.4852906

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ID	Intersection Name	Phase	Latitude	Longitude
63	MILLS & KANSAS	Phase 5	31.76051665	-106.4861001
64	MILLS & STANTON	Phase 5	31.76012009	-106.4868039
68	MAIN & CAMPBELL	Phase 5	31.76178319	-106.4859533
69	MAIN & KANSAS	Phase 5	31.76126873	-106.4868279
70	MAIN & STANTON	Phase 5	31.76096963	-106.4875629
71	MAIN & MESA	Phase 5	31.76026081	-106.4886314
72	MAIN & OREGON	Phase 5	31.75987504	-106.4892481
75	FRANKLIN & CAMPBELL	Phase 5	31.762584	-106.4866209
76	FRANKLIN & KANSAS	Phase 5	31.76197386	-106.4874417
77	FRANKLIN & STANTON	Phase 5	31.76156096	-106.4883983
78	FRANKLIN & MESA	Phase 5	31.76087896	-106.4891589
79	FRANKLIN & OREGON	Phase 5	31.76048036	-106.4897708
81	FRANKLIN & SANTA FE	Phase 5	31.75962125	-106.4914401
82	MISSOURI & CAMPBELL	Phase 5	31.76351348	-106.4871851
83	MISSOURI & KANSAS	Phase 5	31.76281031	-106.4882378
84	MISSOURI & STANTON	Phase 5	31.76214946	-106.4888832
85	MISSOURI & MESA	Phase 5	31.76160999	-106.4897852
86	MISSOURI & OREGON	Phase 5	31.76133678	-106.4905293
88	MISSOURI & SANTA FE	Phase 5	31.76009439	-106.492087
91	WYOMING & KANSAS	Phase 5	31.76334419	-106.4886147
92	WYOMING & STANTON	Phase 5	31.76287336	-106.4895075
93	WYOMING & MESA	Phase 5	31.76247452	-106.490187
94	WYOMING & OREGON	Phase 5	31.76188672	-106.4910487
95	WYOMING & EL PASO	Phase 5	31.76136187	-106.4918908
96	WYOMING & SANTA FE	Phase 5	31.76086497	-106.4927468
97	YANDELL & CAMPBELL	Phase 5	31.76483981	-106.488474
98	YANDELL & KANSAS	Phase 5	31.76414466	-106.489357
99	YANDELL & STANTON	Phase 5	31.76374619	-106.4899751
100	YANDELL & MESA	Phase 5	31.76304214	-106.4910478
102	YANDELL & EL PASO	Phase 5	31.76212439	-106.4925002
103	YANDELL & SANTA FE	Phase 5	31.76168353	-106.4935153
104	NORTHWESTERN & LP375	Phase 5	31.90819157	-106.5760124
105	RESLER & LP375	Phase 5	31.90738787	-106.5664777
106	PLEXXAR & LP375	Phase 5	31.9058633	-106.558247
107	PASEO DEL NORTE & LP375	Phase 5	31.90506313	-106.5499581
108	MONTANA & VIRGINIA	Phase 5	31.76705713	-106.4866148
109	MONTANA & CAMPBELL	Phase 5	31.76539849	-106.4891569
110	MONTANA & KANSAS	Phase 5	31.76486094	-106.4900133
111	MONTANA & STANTON	Phase 5	31.76433038	-106.4908629
112	MONTANA & MESA	Phase 5	31.76378097	-106.4917157
114	RIO GRANDE & CAMPBELL	Phase 5	31.76614519	-106.4898028
115	RIO GRANDE & KANSAS	Phase 5	31.7657307	-106.4904194

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Project Name		Traffic Management Center Upgrade, Phase 5			*AFA Not Used For Research & Development*	

ID	Intersection Name	Phase	Latitude	Longitude
116	RIO GRANDE & STANTON	Phase 5	31.7650559	-106.4914847
117	RIO GRANDE & MESA	Phase 5	31.76463231	-106.492136
118	STANTON & CALIFORNIA - HAWK	Phase 5	31.76748377	-106.4933139
119	ARIZONA & CAMPBELL	Phase 5	31.76694637	-106.4902557
120	ARIZONA & KANSAS	Phase 5	31.76644858	-106.4912974
121	ARIZONA & STANTON	Phase 5	31.76596101	-106.4920671
122	ARIZONA & MESA	Phase 5	31.76528758	-106.492947
124	SUNLAND PARK & EMORY	Phase 5	31.81165491	-106.5593466
128	EXECUTIVE & LP375	Phase 5	31.79170816	-106.5211605
139	MESA & VIN GRANADA	Phase 5	31.81310654	-106.5131483
141	MESA & MESITA	Phase 5	31.78562025	-106.5065045
142	MESA & BRENTWOOD	Phase 5	31.79261155	-106.5081315
143	MESA & EXECUTIVE	Phase 5	31.79541188	-106.5113753
144	EXECUTIVE & RIO BRAVO	Phase 5	31.79547161	-106.5165738
145	EXECUTIVE & GW E/W	Phase 5	31.7935085	-106.5189036
146	PAISANO & EXECUTIVE	Phase 5	31.78804973	-106.525791
148	MESA & CASTELLANO	Phase 5	31.80689698	-106.5091361
149	MESA & ARGONAUT	Phase 5	31.80881654	-106.5104434
150	MESA & FESTIVAL	Phase 5	31.81789859	-106.5158167
151	PAISANO & DONIPHAN	Phase 5	31.79368652	-106.5315098
152	MESA & MESA HILLS	Phase 5	31.82483086	-106.5230011
153	MESA & MONTECILLO	Phase 5	31.81103313	-106.5121019
154	MESA & CRESTMONT	Phase 5	31.82689864	-106.5259344
155	DONIPHAN & FRONTERA	Phase 5	31.81815552	-106.5627963
156	DONIPHAN & SUNLAND PK	Phase 5	31.81260899	-106.5576272
157	DONIPHAN & RACETRACK NORTH	Phase 5	31.80832455	-106.5504009
158	SUNLAND & CONSTITU	Phase 5	31.81368657	-106.5537332
159	GWEW & SUNLAND PK	Phase 5	31.81475772	-106.549985
160	MALL & SUNLAND PK	Phase 5	31.81856155	-106.5450452
161	MESA HILLS & SUNLAND PK	Phase 5	31.81886222	-106.543573
162	MESA HILLS & CROMO	Phase 5	31.81596955	-106.5385197
163	MESA HILLS & WALLENBERG	Phase 5	31.81774616	-106.5329988
164	CROMO & SUNLAND PARK	Phase 5	31.82001248	-106.5411926
165	CHERMONT & SUNLAND PARK	Phase 5	31.82138168	-106.5389603
166	CRESTMONT & SUNLAND PARK	Phase 5	31.82333442	-106.5362679
167	DONIPHAN & RACETRACK SOUTH	Phase 5	31.80449661	-106.5420059
168	MESA & SUNLAND PARK	Phase 5	31.82894	-106.5276951
169	SHADOW MT & PEBBLE BEACH	Phase 5	31.83179405	-106.5259516
170	SHADOW MT & CAPROCK	Phase 5	31.83407364	-106.5262799
171	SHADOW MT & THUNDERBIRD	Phase 5	31.83823901	-106.5262968
172	SHADOW MT & SILVER SPRINGS	Phase 5	31.83712228	-106.525544
173	N STANTON & BOSTON	Phase 5	31.77604	-106.500999

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ID	Intersection Name	Phase	Latitude	Longitude
177	RESLER & DESERT PASS	Phase 5	31.82844433	-106.5552557
178	MESA & CHAMPION	Phase 5	31.83471208	-106.5469164
179	MESA & BALBOA	Phase 5	31.83071585	-106.5309477
180	RESLER & EL CAJON	Phase 5	31.83177534	-106.551898
181	MESA & RESLER	Phase 5	31.83548763	-106.5503511
182	MESA & PITT	Phase 5	31.83510179	-106.5484946
183	RESLER & CLOUDVIEW	Phase 5	31.83724227	-106.5502598
184	RESLER & ALTO REY	Phase 5	31.83892939	-106.5490665
185	MESA & THUNDERBIRD	Phase 5	31.83174885	-106.5321929
186	RESLER & ESCONDIDO	Phase 5	31.84406182	-106.5495503
187	RESLER & ORIZABA	Phase 5	31.84767909	-106.5523962
188	RESLER & BELVIDERE	Phase 5	31.85180789	-106.5550205
189	MESA & CAMILLE	Phase 5	31.83315219	-106.5369476
191	RESLER & REDD	Phase 5	31.85957283	-106.5581186
192	MESA & ALTO MESA	Phase 5	31.83388069	-106.5423572
193	MESA & BELVIDERE	Phase 5	31.83716837	-106.5575963
195	MESA & REMCON	Phase 5	31.83767004	-106.5617738
196	MESA & BARTLETT	Phase 5	31.83897864	-106.5671971
197	MESA & DESERT NS	Phase 5	31.83933158	-106.5703492
198	OSBOURNE & MESA	Phase 5	31.83985123	-106.5734529
199	CROSSROADS & MESA	Phase 5	31.84071395	-106.576381
200	DONIPHAN & MESA	Phase 5	31.84122566	-106.5797543
203	C. CLUB & MONTOYA	Phase 5	31.8448728	-106.5984499
204	C. CLUB & WESTSIDE	Phase 5	31.84682198	-106.6144032
205	DONIPHAN & SUNSET	Phase 5	31.83540333	-106.576041
206	RESLER & NORTHERN PASS	Phase 5	31.88990234	-106.5728081
207	DONIPHAN & LINDBERG	Phase 5	31.84850638	-106.5827636
208	DONIPHAN & THORN	Phase 5	31.85015486	-106.5833617
209	DONIPHAN & MULBERRY	Phase 5	31.85399228	-106.5848612
210	DONIPHAN & REDD	Phase 5	31.86013526	-106.5869041
211	TALBOT & SP16	Phase 5	31.90743169	-106.587072
212	DONIPHAN & MONTOYA	Phase 5	31.87254762	-106.591991
213	DONIPHAN & ARTCRAFT	Phase 5	31.87912836	-106.594104
214	DONIPHAN & BORDERLAND	Phase 5	31.88603689	-106.5968552
215	TALBOT & MALL ENTRANCE	Phase 5	31.90820349	-106.5884439
216	ISELA RUBALCAVA & SP16	Phase 5	31.89790316	-106.5936633
217	TRANSMOUNTAIN & DESERT	Phase 5	31.90827942	-106.5836624
218	DONIPHAN & SP16	Phase 5	31.89245731	-106.597487
219	ARTCRAFT & DESERT N/S	Phase 5	31.88308017	-106.5827385
220	THORN & DESERT N/S	Phase 5	31.85244006	-106.5753454
221	THORN & SOUTHWESTERN	Phase 5	31.85351543	-106.5710847
222	RESLER & PASEO DEL NORTE	Phase 5	31.88547747	-106.5720977

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ID	Intersection Name	Phase	Latitude	Longitude
223	PASEODELNORTE & NORTHWESTERN	Phase 5	31.88431185	-106.5760067
224	ARTCRAFT & UPPER VALLEY	Phase 5	31.87949759	-106.6109047
225	ARTCRAFT & WESTSIDE	Phase 5	31.87883764	-106.6258007
226	REDD & DESERT N/S	Phase 5	31.86344453	-106.5771155
227	REDD & SOUTHWESTERN	Phase 5	31.86381203	-106.5741296
228	REDD & THORN	Phase 5	31.86013232	-106.5640724
229	REDD & WESTWIND	Phase 5	31.86192983	-106.5496209
230	RESLER & HIGHRIDGE	Phase 5	31.86706891	-106.5573079
668	RESLER & NARDO GOODMAN	Phase 5	31.87527032	-106.5609563
691	BELVIDERE & WESTWIND	Phase 5	31.85222912	-106.5419188
692	ESCONDIDO & WESTWIND	Phase 5	31.84334536	-106.5356682
693	WESTWIND & OJO DE AGUA	Phase 5	31.86079101	-106.5482289
694	REDD & HIGH RIDGE	Phase 5	31.86860512	-106.5487036
695	RESLER & HELEN OF TROY	Phase 5	31.8792	-106.5693044
696	REDD & BEAR RIDGE	Phase 5	31.87522507	-106.548674
698	NORTHWESTERN & HELEN OF TROY	Phase 5	31.87594051	-106.5742224
702	STANTON & MCKELLIGON	Phase 5	31.78398436	-106.5024825
709	SPUR 1966 & LP375	Phase 5	31.76297219	-106.5066911
711	MESA & BOSTON - HAWK	Phase 5	31.77624939	-106.5023026
712	MESA & CLIFF - HAWK	Phase 5	31.76829039	-106.4952677

This Attachment lists a total of One Hundred and Eighty-eight (188) sites

Location of sites may change under this contract, but the number of sites will stay approximately 188. All sites will be located within the City of El Paso

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ATTACHMENT B
PROJECT BUDGET

Costs will be allocated based on 80% Federal funding, 12% State funding, and 8% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of cost overruns.

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Construction (by Local Government)	$6,294,000	80%	$5,035,200	0%	12%	$755,280	20%	8%	$503,520
Subtotal	$6,294,000		$5,035,200			$755,280			$503,520
Environmental Direct State Costs	$3,147	80%	$2,518	0%	12%	$377	20%	8%	$252
Engineering Direct State Costs	$3,934	80%	$3,147	0%	12%	$472	20%	8%	$315
Right of Way Direct State Costs	$787	80%	$630	0%	0%	$0	20%	20%	$157
Utility Direct State Costs	$787	80%	$630	0%	0%	$0	20%	20%	$157
Construction Direct State Costs	$7,081	80%	$5,665	0%	12%	$850	20%	8%	$566
Subtotal	$6,309,736		$5,047,790			$756,979			$504,967
Indirect State Costs (5.29%)	$332,953	0%	$0	100%	100%	$332,953	0%	0%	$0
TOTAL	$6,642,689		$5,047,790			$1,089,932			$504,967

Initial payment by the Local Government to the State: $881.00.
Payment by the Local Government to the State before construction: $566.00.
Estimated total payment by the Local Government to the State: $1,447.00.
This is an estimate. The final amount of Local Government participation will be based on actual costs.

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ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

19

RESOLUTION

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

THAT the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for a Congestion Mitigation Air Quality project, the Traffic Management Center Upgrade, Phase 5 project, which has an estimated total project cost of $6,642,689.00 of which the estimated local government participation amount is estimated at $504,967.00 plus any cost overruns. 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.

APPROVED this 19th day of August 2025.

THE CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Joaquin Rodriguez, Director- Grant Funded Programs
Capital Improvement Department

HQ 5414 | Tran #616022 | CID
AFA for TMC Upgrade Phase 5- Resolution
RAB

Docusign Envelope ID: 850DB4BD-5219-4308-B793-1CFE913093B0

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Miguel Bonilla
Business Name	Dirty Freddy LLC
Agenda Item Type	Campaign contribution
Relevant Department	City Ethics

Docusign Envelope ID: 850DB4BD-5219-4308-B793-1CFE913093B0

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☐ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☒ I have made campaign contributions or donations totaling an aggregate of $500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor	Renard Johnson	2000$
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: DocuSigned by: MIGUEL BONILLA 81B97B3CBD5548C... Date: 1/18/2026