

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 uniform 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:

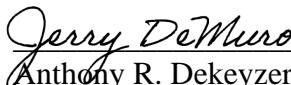
Laura Prine
City Clerk

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:

 Deputy Transit Officer for

Anthony R. Dekeyzer, Director
Mass Transit Department/Sun Metro