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

***** REVISED *****

AGENDA FOR THE REGULAR COUNCIL MEETING

June 23, 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: 339-102-731#

Notice is hereby given that a Regular Meeting of the City Council of the City of El Paso will be conducted on June 23, 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: 339-102-731#

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

Pasodale Elementary School at the Invitation of City Representative Lily Limón.

Madison Olivia Flores

MAYOR'S PROCLAMATIONS

Pride Month (2026)

(2026) El Paso Athletic and El Paso Sports Commission

El Paso SGI-USA World Peace Day

Cisnero's Family Governor's Family of the Year Award

Saul Nunez Day

10:00 A.M. ROLL CALL

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

INVOCATION BY THE EL PASO POLICE CHAPLAIN AND CHABAD LUBAVITCH OF EL PASO RABBI LEVI GREENBERG

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 Work Session of June 8, 2026. **26-0758**

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 **26-0052**

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. [POSTPONED FROM 06-09-2026] **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 requesting that the Director of Purchasing & Strategic Sourcing is authorized to notify the Trans America Protection Corporation that the City is terminating Contract No. 2024-0183 Armored Car Services for default, pursuant to Attribute 29, Article 8, Section B of this Contract, due to contractor's violation of laws and regulations related to the performance of Contract No. 2024-0183, and that the termination shall be effective as of June 23, 2026. **26-0752**

That the Purchasing & Strategic Sourcing Department also recommends that Trans America Protection Corporation be disqualified from entering into any contract with the City for a period of 3 years, for default and unsatisfactory performance.

All Districts
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
International Bridges, Roberto Tinajero, (915) 212-7509

5. A Resolution requesting that the Director of Purchasing & Strategic Sourcing is authorized to notify the Trans America Protection Corporation that the City is terminating Contract No. 2024-0520 Armored Car Services for default, pursuant to Attribute 29, Article 8, Section B of this contract, due to contractor's violation of laws and regulations related to the performance of Contract No. 2024-0520, **26-0745**

and that the termination shall be effective as of June 23, 2026.

That the Purchasing & Strategic Sourcing Department also recommends that Trans America Protection Corporation be disqualified from entering into any contract with the City for a period of 3 years, for default and unsatisfactory performance.

All Districts
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Parks & Recreation, Pablo E. Caballero, (915) 212-8018

6. A Resolution to rename Pennsylvania Circle Park (250 Pennsylvania Cir., El Paso, TX 79903) to Bill & Annette Means Park. **26-0655**

District 2
Parks and Recreation, Pablo Caballero, (915) 212-0092

7. A Resolution authorizing the City Manager to apply for and submit to the Department of Homeland Security/Federal Emergency Management Agency (FEMA) a grant application for the City of El Paso Fire Department project identified as FY 2025 Fire Prevention and Safety ("FP&S") Integrated Fire Investigation and Community Risk Reduction Program to provide financial assistance to the City of El Paso in the amount of $383,649.67 with a cash match of $19,182.48 to a total grant amount of $402,832.15. **26-0730**

All Districts
Fire, Chief Jonathan Killings, (915) 212-5665
Fire, Assistant Chief Bryan Silva, (915) 212-5125

8. A Resolution authorizing the City Manager, or designee, to apply for and submit to the Department of Homeland Security/Federal Emergency Management Agency (FEMA) a grant application for the City of El Paso Fire Department project identified as FY2025 Assistance to Firefighters ("AFG") Cardiac Monitor Replacement and Enhancement Program to provide financial assistance to the City of El Paso in the amount of $2,008,069.20 with a cash match of $200,806.92 for a total grant amount of $2,208,876.12. **26-0731**

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

9. A Resolution authorizing the Mayor to sign an Interlocal Cooperation Contract between the City of El Paso and Texas Department of State Health Services, Texas, for the period of July 1, 2026, through August 31, 2027 for Mobile Food Inspection Services by the City of El Paso to TEXAS DEPARTMENT OF State Health Services, for which TEXAS DEPARTMENT OF State Health Services shall pay to the City of El Paso an annual amount of Three Hundred Fifty-Seven Thousand Three Hundred Forty-Seven DOLLARS AND NO/100 ($357,347.00). **26-0733**

All Districts
Code Enforcement, Anthony Morales, (915) 212-6748
Code Enforcement, Steve Alvarado, (915) 212-6026

10. That the Solid Waste liens on the attachment posted with this agenda be **26-0700**

approved (see Attachment A).

Districts 1, 2, 3, 4, 7, 8
Environmental Services Department, Nicholas Ybarra, (915) 212-6000

11. That the Solid Waste lien (demolition) listed below be approved: **26-0732**

Address	Owner of Record	Amount	District
149 DAVIS DR	TORRES FELIX M	$28,907.32	7

District 7
Environmental Services Department, Nicholas Ybarra, (915) 212-6000

CONSENT AGENDA - BOARD RE-APPOINTMENTS:

12. Cynthia Renteria to the Historic Landmark Commission by Representative Josh Acevedo, District 2. **26-0759**

Members of the City Council, Representative Josh Acevedo, (915) 212-0002

CONSENT AGENDA - NOTICE FOR NOTATION:

13. For notation only, P-Card Transactions for the period of April 21, 2026 to May 20, 2026 Special Projects, and Discretionary fund expenditures for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff. **26-0738**

All Districts
Office of Management and Budget, Sasho Andonoski, (915) 212-1092

CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:

For notation pursuant to Section 2.92.080 of the City Code:

14. Receipt of campaign contributions by Representative Alejandra Chávez in the amount of $500 from Debra Hester, $500 from Teresita and Carlos Corral, $1,257 in-kind from Michelle & Alfrank Catucci, $1,000 from Douglas Shwartz, $1,000 from Kelly Tomblin, $2,500 from Raymond Palacios, $1,000 from Lane Gaddy, $1,000 from Patrick Gordon, $1,000 from Brent Harris, $1,000 from Gary Paul Porras, $1,000 from Pedro Romero, $500 from Jaclyn Taveras, $1,000 from Ricardo Mora, $2,000 from James Cardwell, $2,000 from Richard Aguilar, $1,200 from Linda Troncoso, $1,000 from Ellen Ordaz, $1,000 from Leonard Goodman, $500 from Peter Spier, $500 from Bill Burton, $2,000 from Gerald Rubin, $1,000 from Martha Hunt, $500 from Suzanne Dipp, $2,000 from Paul L. Foster, $1,000 from Edward Houghton, $2,000 from J. Kirk Robison, $5,000 from Thomas A. Georges, $2,000 from Frederick Francis, $5,000 from Stanley Jobe, $2,500 from Richard A. Castro, $1,000 from Rogelio Lopez, $2,000 from Adair and Donald Margo, $2,000 from Woody Hunt, $2,500 in-kind from Marcela & Miguel Fernandez, $1,000 from Cindy and David Osborn, $500 from Mary Karlsruher, and $2,000 from Margie & Edward Escudero. **26-0763**

Members of the City Council, Representative Alejandra Chávez, (915) 212-0001

CONSENT AGENDA - REQUEST FOR PROPOSAL:

15. The award of Solicitation 2026-0178R Public Health Charity and Medicaid Administrative Claims to Public Consulting Group, LLC for an initial term of three (3) years for an estimated amount of $140,610.00. The award also includes a two (2) year option for an estimated amount of $81,370.00. The total contract time is for five (5) years for a total estimated amount of $221,980.00. **26-0747**

Department:	Public Health
Award to:	Public Consulting Group, LLC
City & State:	Boston, MA
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	$62,400.00 Year 1 $38,710.00 Year 2 $39,500.00 Year 3
Initial Term Estimated Award:	$140,610.00
Option Term Estimated Award:	$81,370.00
Total Estimated Award	$221,980.00
Account(s)	341 - 2141 - 41160 - 522150 - P4119 - PCP14HLTHBORDER
Funding Source(s):	Delivery System Reform Incentive Payment Outside Contracts
District(s):	All

This was a Request for Proposals Procurement for a new contract.

The Purchasing & Strategic Sourcing and Public Health departments recommend award as indicated to Public Consulting Group, LLC the highest ranked offeror 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
Public Health, Veerinder Taneja, (915) 212-6500

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.

16. 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. [POSTPONED FROM 06-09-2026] **26-0662**

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 JULY 7, 2026

17. An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Osvaldo Holguin and Rosio Segovia for the purchase price of $53,000.00; such real property legally described as Lots 18 and 19, Block 3, Mountain Homes Subdivision, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Volume 18, Page 8, Plat Records of El Paso County, Texas. **26-0702**

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 JULY 7, 2026

18. An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Mariel Andrea Garcia, for the purchase price of $36,581.00; such real property legally described as the southerly 40 feet of Lot 21, Block 5, Revised Map of Sahara Subdivision, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Volume 4, Page 18, Real Property Records of El Paso County, Texas. **26-0713**

District 4
Real Estate Division, Mary Lou Espinoza, (915) 212-0825
Real Estate Division, Mandy Contreras, (915) 212-1874

PUBLIC HEARING WILL BE HELD ON JULY 7, 2026

19. An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV - Speed Limits), Subsection E **26-0740**

(Thirty Miles Per Hour), to add Item: 6. Northern Pass Drive from North Desert Boulevard to Resler Drive and to add Item: 7. Northwestern Drive From Trade Center Avenue to Desierto Rico Avenue; and an Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), 12.88.150 (Schedules XIV - Speed Limits), Subsection F (Thirty-five Miles Per Hour), to delete Item: 98. Northern Pass Drive, between Desert North Boulevard and Helen Of Troy Drive and to add Item: 111. Northern Pass Drive from Resler Drive to Helen of Troy Drive; and an Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV - Speed Limits), Subsection G (Forty Miles Per Hour) to delete Item: 34. Northwestern Drive From Transmountain Road (Loop 375) to 500 feet South of Westport Drive and to add Item: 47. Northwestern Drive from Transmountain Road (Loop 375) to Trade Center Avenue. The penalty as provided in 12.84.010 of the El Paso City Code.

District 1
Streets and Maintenance, Randy Garcia, (915) 212-7005
Streets and Maintenance, Joshua Lerma, (915) 212-7049

PUBLIC HEARING WILL BE HELD ON JULY 7, 2026

20. An Ordinance granting Special Permit No. PZST25-00020, to allow for a governmental use, building on the property described as a portion of the Block labeled "City School/Park," also known as "unnumbered" Block, Cielo Vista Park Subdivision, 7024 Cielo Vista Drive, City of El Paso, El Paso County, Texas, pursuant to Section 20.04.260 of the El Paso City Code. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. **26-0741**

Subject Property: 7024 Cielo Vista Dr.
Applicant: Daniel C. Carrillo
Case Number: PZST25-00020

District 3
Planning and Inspections, Kevin W. Smith, (915) 212-1566
Planning and Inspections, Blanca Perez, (915) 212-1561

PUBLIC HEARING WILL BE HELD ON JULY 21, 2026

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

21. 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 AND 06-09-2026]

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

22. 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 [POSTPONED FROM 06-09-2026]

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

23. 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 [POSTPONED FROM 06-09-2026]

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

24. 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 [POSTPONED FROM 06-09-2026]

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

25. 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 [POSTPONED FROM 06-09-2026]

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

26. 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. **26-0621**

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

District 2
Planning and Inspections, Kevin W. Smith, (915) 212-1566
Planning and Inspections, Saul J. G. Pina, (915) 212-1604

27. 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. **26-0625**

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

District 3
Planning and Inspections, Kevin W. Smith, (915) 212-1566
Planning and Inspections, Jose Beltran, (915) 212-1607

28. 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

29. 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

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

30. El Paso Water Presentation: After-action report of the Northeast large-scale water main break. **26-0651**

District 4
Members of the City Council, Representative Cynthia Boyar Trejo, (915) 212-0004

31. Discussion and action to direct the City Manager to amend the City of El Paso's 90th Session State Legislative Agenda to include advocacy support for policy related to protecting residential ratepayers from utility costs of data centers as proposed by Governor Greg Abbott's letter to the Public Utility Commission of Texas (PUC) Chairman Thomas Gleeson and Electric Reliability Council of Texas (ERCOT) CEO Pablo Vegas on June 10, 2026. Additionally, direct the City Manager and City Attorney to determine - as per Governor Greg Abbott's immediate directive- that the electrical utility grid that the City of El Paso's residents utilize is incorporated. **26-0771**

All Districts
Members of the City Council, Representative Art Fierro, (915) 212-0006
Members of the City Council, Representative Alejandra Chávez, (915) 212-0001
Members of the City Council, Representative Ivan Niño, (915) 212-0005

32. Discussion and action on a Resolution to authorize the expenditure of the discretionary funds from City Council District 2 in an amount not to exceed $6,500.00 for costs associated with meeting the amount required for El Paso Sun City Pride to pay the license and use agreement to use the City Hall parking lot for a Pride event, which serves the municipal purpose of increasing visitors to downtown, contributing to the cultural enrichment, promoting economic vitality, and enhancing community identity and pride. **26-0772**

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

33. Discussion and action to approve a Resolution that, the City Council declares the expenditure of District 8 discretionary funds in an amount not to exceed $2,500.00 for the establishment of a scholarship fund to cover costs of attendance by youth residing in District 8 at any City-run youth summer or seasonal camps or programs (hosted by City departments including but not limited to Museums and Cultural Affairs Department, Department of Parks & Recreation, El Paso Public Libraries, El Paso Animal Services, El Paso Zoo and Botanical Gardens, etc.). **26-0773**

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

34. Discussion and action on a Resolution to authorize the expenditure of the discretionary funds from City Council District 7 in an amount not to exceed $1,000.00 for costs associated with meeting the amount required for El Paso **26-0774**

Sun City Pride to pay the license and use agreement to use the City Hall parking lot for a Pride event, which serves the municipal purpose of increasing visitors to downtown, contributing to the cultural enrichment, promoting economic vitality, and enhancing community identity and pride.

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

35. Discussion and action directing the City Manager and City Attorney to negotiate and draft a Community Benefits Agreement (CBA) between the City of El Paso and Meta Platforms, Inc. The agreement shall address environmental protections, financial commitments, utility infrastructure improvements, rate payer protection, workforce development initiatives, support for the Advanced Training Center, and community accountability measures, including safeguards related to water and electric utility resources. The agreement should also include "El Paso First" hiring commitments on the additional 300 operational jobs associated with the data center located in Northeast El Paso. **26-0776**

Further, direct the City Manager to continue the series of roundtable discussions, facilitated by an independent moderator, with suggested roundtable participants, including the Mayor, the City Attorney, representatives from El Paso Water, El Paso Electric, the El Paso Chamber, GEPAR, Meta Platforms, Inc., a resident representative, and an environmental advocate, to assist in the development of the final Community Benefits Agreement. Staff shall return to City Council within 45 days with a draft agreement for consideration and action.

Water Capital Expenditures

Fund, build or upgrade localized water recycling and advanced purification infrastructure, and/or repair old infrastructure. Establish a phased timeline to engineer pipeline design and infrastructure connecting to El Paso Water's brackish groundwater lines or untreated desalination loops. This would guarantee Meta's long-term water supply security for the data center cooling towers while physically leaving more potable water in the local aquifer for residents.

- Futureland: Assist with funding sewer infrastructure for 214 homes located approximately one mile from the data center.

Preserving Our Environment

- Emissions Reduction Fund, develop and install solar generation and battery storage infrastructure to reduce carbon and localized pollutants.

- Nature-Based Air Quality Solutions

Fund localized, low-water native xeriscaping and urban forestry initiatives (utilizing native, particulate-filtering desert canopy like Honey Mesquite and Desert Willow) surrounding the campus. To mitigate localized temperature and improve neighborhood air quality.

- Funding Local Grid Resilience (Solar + Battery Microgrids)

Upgrade old electrical infrastructure or fund local community solar and battery storage microgrids for El Paso's critical infrastructure (like hospitals or emergency shelters) to ensure that if the local grid faces strain, the community doesn't suffer brownouts.

Ratepayer Protection Fund

Meta would establish a localized escrow fund or direct subsidy program administered by the City to assist El Paso Electric ratepayers from any indirect monthly bill increases.

Localized Workforce and Education Pipeline

With the expanded job projection to 300 permanent roles, ensure these are focused on "Hire El Paso First Program". (The current 380 Agreement requirement is for 50 employees)

- Advance Training Center: A workforce development pipeline established in partnership with local school districts, Workforce Solutions and EPCC to create an advanced training center that prepares students and workers for high-demand careers, including fiber optic technicians, utility professionals, engineers, and server technicians.

District 4
Members of the City Council, Representative Cynthia Boyar Trejo, (915) 212-0004
Members of the City Council, Representative Deanna Maldonado-Rocha, (915) 212-0003

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

36. Discussion and action on Agreement No. 2026-0393 with Accela Inc., to continue providing permitting, licensing, plan review, inspections, compliance monitoring, and code-enforcement software, along with any related products or services, as authorized each fiscal year through City Council's approval of the annual City budget. **26-0748**

All Districts
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Information Technology, Carolyn Patrick, (915) 212-1408

37. 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. **26-0668**

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. [POSTPONED FROM 06-09-2026]

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

38. Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2026-0231 Volvo, Doosan and Superior Broom Parts and Service to Romco Inc, dba ROMCO Equipment Co, LLC the sole source and authorized distributor of Volvo, Doosan and Superior Broom Parts and Service for a term of three (3) years for an estimated amount of $750,000.00. Supplier will be required to provide an updated sole source letter and affidavit each year. **26-0744**

Department:	Streets and Maintenance
Award to:	Romco Inc, dba ROMCO Equipment Co, LLC
City & State:	Carrollton, TX
Items:	All
Initial Term:	3 Years
Option Term:	NA
Total Contract Time:	3 Years
Annual Estimated Award:	$250,000.00
Initial Term Estimated Award:	$750,000.00
Option Term Estimated Award:	NA
Total Estimated Award	$750,000.00
Accounts	532 - 3600 - 531210 - 37020 - P3701 (Parts) 532 - 3600 - 531250 - 37020 - P3701 (Service)
Funding Source:	Internal Service Fund
Districts:	All

Purchasing & Strategic Sourcing and Streets and Maintenance Departments 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.

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.

All Districts
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Streets and Maintenance, Randy Garcia, (915) 212-7005

39. Discussion and action on the award of Solicitation 2026-0354 Scrap Metal Recycling Services to W. Silver Recycling, Inc., for an initial term of three (3) years for an estimated revenue of $1,204,788.31. The award also includes a two (2) year option for an estimated revenue of $803,192.21. The total contract time is for five (5) years for a total estimated revenue of $2,007,980.52. **26-0751**

Department:	Environmental Services
Award to:	W. Silver Recycling, Inc.
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Revenue:	$401,596.10
Initial Term Estimated Revenue:	$1,204,788.31
Option Term Estimated Revenue:	$803,192.21
Total Estimated Revenue:	$2,007,980.52
Account(s)	334-3100-34060-431420
Funding Source(s): Fund	Environmental Services Operational
District(s):	All

This was a Revenue-Generating Procurement for a replacement contract.

The Purchasing & Strategic Sourcing and Environmental Services Departments recommend award as indicated to W. Silver Recycling, Inc., the responsive and responsible bidder offering the highest projected revenue.

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
Environmental Services, Nicholas Ybarra, (915) 212-6025

REGULAR AGENDA - OTHER BUSINESS:

40. Discussion and action on the results of the Sun Metro - Accounts Payable Audit A2026-09. [POSTPONED FROM 06-09-2026] **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 Audit. [POSTPONED FROM 06-09-2026] **26-0687**

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 [POSTPONED FROM 06-09-2026]. **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 [POSTPONED FROM 06-09-2026] **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. [POSTPONED FROM 06-09-2026] **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. [POSTPONED FROM 06-09-2026] **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 that, except as herein modified, the Resolution of July 1, 2024 remains in full force and effect. [POSTPONED FROM 06-09-2026] **26-0698**

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. [POSTPONED FROM 06-09-2026] **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. [POSTPONED **26-0680**

FROM 06-09-2026]

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 necessary to ensure that the funds are properly expended. [POSTPONED FROM 06-09-2026] **26-0684**

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. [POSTPONED FROM 06-09-2026] **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 **26-0681**

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. [POSTPONED FROM 06-09-2026]

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 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. [POSTPONED FROM 06-09-2026] **26-0685**

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

53. Discussion and action for City Council to amend Agreement 2023-0733R with Consor North America for the El Paso Public Safety and Fire Department Headquarters & Maintenance and Logistics Center Project for an additional amount not to exceed $344,426.64 for added project management services such as commissioning and building envelope to incorporate the Police Department Headquarters into the El Paso Public Safety and Fire Department Headquarters and Maintenance and Logistics Center project management services contract. **26-0742**

District 3
Capital Improvement Department, Yvette Hernandez, (915) 212-1783
Capital Improvement Department, Javier Acosta, (915) 212-1845

54. Discussion and action to approve the (2026-2027) Annual Action Plan, for programs, projects and services to be funded under the Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), Housing Opportunities for Persons with Aids (HOPWA), and Emergency **26-0750**

Solutions Grant (ESG) programs.

All Districts
Community and Human Development, Nickole Rodriguez, (915) 212-1673
Community and Human Development, Abraham Gutierrez, (915) 212-1658

55. Discussion and action to approve updated policy and procedures for planning and implementation for the following State funds from Texas Department of Housing & Community Affairs (TDHCA) Homeless Housing and Services Program (HHSP) and Federal Department of Housing and Urban Development (HUD) Entitlement Grants: Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), Housing Opportunity for Persons with Aids (HOPWA), and Emergency Solutions Grant (ESG) programs. **26-0756**

All Districts
Community and Human Development, Nickole Rodriguez, (915) 212-1673
Community and Human Development, Abraham Gutierrez, (915) 212-1658

56. Discussion and action on a Resolution authorizing the City Manager to sign all contracts, contract amendments and related documents between the City of El Paso and the State of Texas to receive a projected $ 480,471 in 2026-2027 Homeless Housing and Services Program (HHSP) funds from the Texas Department of Housing & Community Affairs (TDHCA); and authorizing the Director of the Department of Community and Human Development (DCHD) to sign all contracts, amendments and related documents between the City of El Paso and agencies receiving sub-awards of 2026-2027 HHSP funds from the City, as well as all certifications, performance reports, and other related documents. **26-0757**

All Districts
Community and Human Development, Nickole Rodriguez, (915) 212-1673
Community and Human Development, Abraham Gutierrez, (915) 212-1658

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

Discussion and action on the following:

EX1. Application of El Paso Electric Company to Amend its Certificate of Convenience and Necessity to replace the existing Eddy High-Voltage Direct Current Tie; PUC#59836; Utility-90 (551.071) **26-0765**

City Attorney's Office, Oscar Gomez, (915) 212-0033

EX2. Application of El Paso Electric Company to Amend Its Certificate of Convenience and Necessity for a 366 MW Natural Gas Generation Facility - PUC#59076; HQ#UTILITY-74 (551.071) **26-0766**

City Attorney's Office, Oscar Gomez, (915) 212-0033

EX3. Discussion on purchase, exchange, lease, or value of real property in Northwest El Paso. HQ 26-6662 (551.071) (551.072) **26-0767**

City Attorney's Office, Roberta Brito, (915) 212-0033
Capital Improvement Department, Joaquin Rodriguez, (915) 212-0066

EX4. Joseph Pickett v. City of El Paso; Cause No.:2024DCV5250 (551.071) **26-0769**

City Attorney's Office, Evan D. Reed, (915) 212-0033

EX5. Daniel Villegas v. CoEP et. al; Cause No. 3:15-cv-386 (551.071) **26-0770**

City Attorney's Office, Evan D. Reed, (915) 212-0033

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 #: 26-0758, **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:

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Approval of the Minutes of the Work Session of June 8, 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

WORK SESSION MEETING MINUTES
June 8, 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 9:00 a.m. Mayor Renard Johnson was present and presiding. The following Council Members answered roll call: Alejandra Chávez, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Art Fierro, and Lily Limón. Late arrival: Chris Canales at 9:04 a.m., Ivan Niño at 9:06 a.m., and Josh Acevedo at 9:07 a.m.

AGENDA

EXECUTIVE SESSION

Motion made by Representative Limón, seconded by Representative Fierro, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION,** at 9:03 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

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

Motion made by Representative Canales, seconded by Representative Limón, and unanimously carried to **ADJOURN** the Executive Session at 9:32 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. Texas Gas Service, a Division of ONE Gas, Inc.'s Test Year 2025 Gas Reliability Infrastructure Program Interim Rate Adjustment for the Incorporated Areas of Texas Gas Service - PUC#OS-26-00030734; HQ#UTILITY-78 (551.071)

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Limón, and carried that the *Application of Texas Gas Service – a Division of ONE Gas, Inc.'s Test Year 2025 Gas Reliability Infrastructure Program Interim Rate Adjustment for the Incorporated Areas of Texas Gas Service – OS-26-00030734*, filed on March 10, 2026, in Matter

Number UTILITY-78, is hereby **DENIED** and that the City Attorney is directed to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

……

EX2. Rate Case Severed 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 carried that the City Attorney in consultation with the City Manager be authorized to **APPROVE** the settlement in the *Rate Case Expenses Severed from OS-25-00028202, Statement of Intent of Texas Gas Service Company, a Division of ONE Gas, Inc. to Change Gas Utility Rates Within the Company's Unincorporated Areas of the Central-Gulf, West North, and Rio Grande Valley Service Areas*, in Matter Number OS-25-00029224, HighQ Utility-85, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

……

EX 3. Distribution Cost Recovery Factors and Power Cost Recovery Factors; HQ Utility-89 (551.071)

1ST MOTION

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Canales, and carried that the City Attorney, upon review and in consultation with the City Manager, be authorized to:

(1) file a motion to **INTERVENE** in all Purchased Power Capacity Cost Recover Factor filings docketed at the Texas Public Utility Commission that affect, or may affect, utility ratepayers in the City of El Paso;

(2) **HIRE** outside counsel and consultants deemed necessary for undertaking such interventions, and

(3) **TAKE** all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

2ND MOTION
Motion made by Mayor Pro Tempore Chávez, seconded by Representative Canales, and carried that the City Attorney, upon review and in consultation with the City Manager, be authorized to:

(1) file a motion to **INTERVENE** in all Distribution Cost Recovery Factor filings docketed at the Texas Public Utility Commission that affect, or may affect, utility ratepayers in the City of El Paso;

(2) **HIRE** outside counsel and consultants deemed necessary for undertaking such interventions, and

(3) **TAKE** all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

……

EX4. Application of El Paso Electric Company to Amend Its Certificate of Convenience and Necessity to Include the Copperhead and Black Mountain Solar and Battery Storage Facilities, PUC#59690, HQ UTILITY-86 (551.071)

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Canales, and carried that the City Attorney in consultation with the City Manager be authorized to **HIRE** and **RETAIN** outside counsel and any other necessary consultants, and to **FILE** an intervention in the *El Paso Electric Company to Amend its Certificate of Convenience and Necessity to Include the Copperhead and Black Mountain Solar Battery Storage Facilities* under the Texas Public Utility Commission, Docket No. 59690, in Matter Number HighQ Utility-86, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

……

Motion made by Representative Limón, and seconded by Representative Niño, and unanimously carried to **ADJOURN** the meeting at 9:39 a.m.

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

……..

APPROVED AS TO CONTENT:

_____
Laura D. Prine, City Clerk

File #: 26-0052, **Version:** 1

CITY OF EL PASO, TEXAS
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REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS

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

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

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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. [POSTPONED FROM 06-09-2026]

City of El Paso Agenda Summary Form

City Clerk

Submitted On: Jun 10, 2026, 11:30AM EDT

Department / Council Office	Museums and Cultural Affairs
Agenda Date	June 09, 2026
Public Hearing Date	
Email of User Submitting Form	FloresSS2@elpasotexas.gov
Contact Person	Ben Fyffe 915-212-0110
2nd Contact Person	Edward Hayes 915-212-0301
District(s) Affected	All Districts
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 (EPMA) and will be evaluated by the American Alliance of Museums as part of the Museum's reaccreditation process. The current policy, adopted in 2008, requires revision to align with updated Museum and City policies, current institutional practices, and evolving ethical standards within the museum field. The 2026 revision has been tailored to EPMA's mission, governance structure, and institutional profile. New provisions addressing deaccessioning, art dealing, appraisals, collections management, loans, and conflicts of interest ensure that EPMA's ethical framework reflects current museum industry standards and best practices.
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.
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	N/A
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Ben Fyffe 915-212-0110 FyffeBE@elpasotexas.gov

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.

This text box is to remind you about the ASL translator service. Do NOT add any info in this space.

REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.

CITY OF EL PASO

Museums & Cultural Affairs Department

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.

CC June 9, 2026

Updating 2008 Code of Ethics

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- Updates to the 2008 Code of Ethics are essential as this is part of Core Documents to be reviewed by the American Alliance of Museums

- Reaccreditation commission begins review November 1, 2026.

Key Additions to Museum of Art Ethics Code

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REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.

- Deaccession
- Dealing
- Appraisals
- Art Collection Programs
- Loans
- Conflicts of Interest
- Fundraising

New Deaccession Policy – Direct Care

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

Dealing Art

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REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.

- *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, 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.*

Art Appraisals

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- *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. Staff obtains 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*

Art Collection Programs

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- *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

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- *[…] 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.*

Conflict of Interest (definition)

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- *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.*

Fundraising

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REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.

- *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.*

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

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File #: 26-0752, **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
International Bridges, Roberto Tinajero, (915) 212-7509

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".

A Resolution requesting that the Director of Purchasing & Strategic Sourcing is authorized to notify the Trans America Protection Corporation that the City is terminating Contract No. 2024-0183 Armored Car Services for default, pursuant to Attribute 29, Article 8, Section B of this Contract, due to contractor's violation of laws and regulations related to the performance of Contract No. 2024-0183, and that the termination shall be effective as of June 23, 2026.

That the Purchasing & Strategic Sourcing Department also recommends that Trans America Protection Corporation be disqualified from entering into any contract with the City for a period of 3 years, for default and unsatisfactory performance.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT/COUNCIL OFFICE: International Bridges
AGENDA DATE: June 23, 2026
PUBLIC HEARING DATE: Not Applicable
CONTACT PERSON NAME: Roberto Tinajero, International Bridges **PHONE NUMBER**: (915) 212-7509
2nd CONTACT PERSON NAME: Claudia Garcia, Purchasing & Strategic Sourcing **PHONE NUMBER:** (915) 212-7000
DISTRICT(S) AFFECTED: All

REVISED
1:46 pm, Jun 16, 2026

AGENDA ITEM:
A resolution requesting that the Director of Purchasing & Strategic Sourcing be authorized to notify Trans America Protection Corporation, that the City is terminating Contract No. 2024-0183 Armored Car Services for default, pursuant to Attribute 29, Article 8, Section B of this Contract, due to contractor's violation of laws and regulations related to the performance of Contract No. 2024-0183, and that the termination shall be effective as of June 23, 2026.

That the Purchasing & Strategic Sourcing Department recommends that Trans America Protection Corporation be disqualified from entering into any contract with the City for a period of 3 years, for default and unsatisfactory performance.

ISSUE STATEMENT:
City Council is requested to approve the termination of contract for 2024-0183 Armored Car Services, for default. This termination is a result of a lawsuit filed by the City against Trans America Protection Corporation.

BACKGROUND:
The City of El Paso filed a petition against Trans America Protection Corporation and Robyn Karol Rodriguez in El Paso County Court at Law for the breach of contract

COUNCIL OPTIONS:
1. Terminate the contract as recommended;
2. Deny termination if Council determines such action is in the best interest of the City;
3. 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:
On June 4, 2024 the City of El Paso approved the award of contract No. 2024-0183 Armored Car Services to Trans America Protection Corporation, for a term of three (3) years for an estimated amount of $234,000.00. The award also includes a one (1), two (2) year option for an estimated amount of $156,000.00. The total value of the contract is, including the initial term plus the option, for a total of five (5) years, for an estimated amount of $390,000.00.

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: N/A
Funding Source: N/A

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. Resolution

FOR MORE INFORMATION:

Roberto Tinajero	(915) 212-7509	TinajeroRX@elpasotexas.gov

REVISED
1:46 pm, Jun 16, 2026

R E S O L U T I O N

WHEREAS, on June 4, 2024, the City of El Paso ("City") awarded Contract No. 2024-0183 Armored Car Services to the following vendor:

1. Trans America Protection Corporation

WHEREAS, pursuant to Attribute 29, Article 8, Section B (Termination for Default) the City is authorized to terminate the Contract for default; and

WHEREAS, the City desires to terminate the Contract for Default.

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

That the Director of Purchasing & Strategic Sourcing is authorized to notify the Trans America Protection Corporation that the City is terminating Contract No. 2024-0183 Armored Car Services for default, pursuant to Attribute 29, Article 8, Section B of this Contract, due to contractor's violation of laws and regulations related to the performance of Contract No. 2024-0183, and that the termination shall be effective as of June 23, 2026.

That the Purchasing and Strategic Sourcing Department also recommends that Trans America Protection Corporation be disqualified from entering into any contract with the City for a period of 3 years, for default and unsatisfactory performance.

APPROVED this _____ day of _____, 2026.

(*Signature(s) on following page*)

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:

Claudia A. Garcia, Director
Purchasing & Strategic Sourcing Department

APPROVED AS TO CONTENT:

Roberto Tinajero, Director
International Bridges Department

File #: 26-0745, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Parks & Recreation, Pablo E. Caballero, (915) 212-8018

AGENDA LANGUAGE:

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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".

A Resolution requesting that the Director of Purchasing & Strategic Sourcing is authorized to notify the Trans America Protection Corporation that the City is terminating Contract No. 2024-0520 Armored Car Services for default, pursuant to Attribute 29, Article 8, Section B of this contract, due to contractor's violation of laws and regulations related to the performance of Contract No. 2024-0520, and that the termination shall be effective as of June 23, 2026.

That the Purchasing & Strategic Sourcing Department also recommends that Trans America Protection Corporation be disqualified from entering into any contract with the City for a period of 3 years, for default and unsatisfactory performance.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT/COUNCIL OFFICE: Parks & Recreation
AGENDA DATE: June 23, 2026
PUBLIC HEARING DATE: Not Applicable
CONTACT PERSON NAME: Pablo E. Caballero, Parks & Recreation **PHONE NUMBER**:(915) 212-8018
2nd CONTACT PERSON NAME: Claudia Garcia, Purchasing & Strategic Sourcing **PHONE NUMBER**:(915) 212-7000
DISTRICT(S) AFFECTED: All

REVISED
11:36 am, Jun 16, 2026

AGENDA ITEM:
A resolution requesting that the Director of Purchasing & Strategic Sourcing is authorized to notify the Trans America Protection Corporation that the City is terminating Contract No. 2024-0520 Armored Car Services for default, pursuant to Attribute 29, Article 8, Section B of this contract, due to contractor's violation of laws and regulations related to the performance of Contract No. 2024-0520, and that the termination shall be effective as of June 23, 2026.

That the Purchasing & Strategic Sourcing Department also recommends that Trans America Protection Corporation be disqualified from entering into any contract with the City for a period of 3 years, for default and unsatisfactory performance.

ISSUE STATEMENT:
City Council is requested to approve the termination of contract for 2024-0520 Armored Car Services, for default. This termination is a result of a lawsuit filed by the City against Trans America Protection Corporation.

BACKGROUND:
The City of El Paso filed a petition against Trans America Protection Corporation and Robyn Karol Rodriguez in El Paso County Court at Law for the breach of contract.

COUNCIL OPTIONS:
1. Terminate the contract as recommended;
2. Deny termination if Council determines such action is in the best interest of the City;
3. 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:
On September 24, 2024, the City of El Paso approved the award of contract No. 2024-0520 Armored Car Services to Trans America Protection Corporation, for a term of (3) years at an estimated amount of $136,773.15. The award also includes a one (1), two (2) year option for an estimated amount of $91,182.10. The total value of the contract is, including the initial term plus the option, for a total of five (5) years, for an estimated amount of $227,955.25.

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: N/A
Funding Source: N/A

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. Resolution

FOR MORE INFORMATION:

Claudia Cisneros	(915) 212-1715	CisnerosCX@elpasotexas.gov

REVISED
11:36 am, Jun 16, 2026

R E S O L U T I O N

WHEREAS, on September 24, 2024, the City of El Paso ("City") awarded Contract No. 2024-0520 Armored Car Services to the following vendor:

1. Trans America Protection Corporation

WHEREAS, pursuant to Attribute 29, Article 8, Section B (Termination for Default) the City is authorized to terminate the Contract for default; and

WHEREAS, the City desires to terminate the Contract for Default.

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

That the Director of Purchasing & Strategic Sourcing is authorized to notify the Trans America Protection Corporation that the City is terminating Contract No. 2024-0520 Armored Car Services for default, pursuant to Attribute 29, Article 8, Section B of this contract, due to contractor's violation of laws and regulations related to the performance of Contract No. 2024-0520, and that the termination shall be effective as of June 23, 2026.

That the Purchasing & Strategic Sourcing Department also recommends that Trans America Protection Corporation be disqualified from entering into any contract with the City for a period of 3 years, for default and unsatisfactory performance.

APPROVED this _____ day of _____, 2026.

(*Signature(s) on following page*)

THE CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Robert Aguinaga Jr
Assistant City Attorney

APPROVED AS TO CONTENT:

Claudia A. Garcia, Director
Purchasing & Strategic Sourcing Department

APPROVED AS TO CONTENT:

Pablo E. Caballero, Director
Parks & Recreation Department

File #: 26-0655, **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
Parks and Recreation, Pablo Caballero, (915) 212-0092

AGENDA LANGUAGE:

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

A Resolution to rename Pennsylvania Circle Park (250 Pennsylvania Cir., El Paso, TX 79903) to Bill & Annette Means Park.

City of El Paso Agenda Summary Form

City Clerk

Submitted On: Jun 10, 2026, 10:38AM EDT

Department / Council Office	Parks and Recreation
Agenda Date	June 23, 2026
Public Hearing Date	
Email of User Submitting Form	NavarreteA@elpasotexas.gov
Contact Person	Pablo Caballero 9152120092
2nd Contact Person	Pablo Caballero 9159795664
District(s) Affected	District 2
Agenda Item	A Resolution to rename Pennsylvania Circle Park (250 Pennsylvania Cir., El Paso, TX 79903) to Bill & Annette Means Park.
Issue Statement	This item is asking for City Council members to approve a resolution to rename Pennsylvania Circle Park (250 Pennsylvania Cir., El Paso, TX 79903) to Bill & Annette Means Park. The applicant, a current resident of the area surrounding the park, has gathered support from the community within a 1-mile radius of the park to rename the location in an effort to honor Bill & Annette Means for their contributions to the City of El Paso and for their donation of the original lighting fixtures that were located at Pennsylvania Circle Park.
Background	- The Parks and Recreation Advisory Board approved the recommendation for the renaming of Pennsylvania Circle Park during their May 13th, 2026, meeting. - City Council has previously approved other park renamings, such as the Trotter Memorial Park in D5 and James "Jimmy" Crouch Park in D3.
Council Options	Approve the resolution for the renaming of Pennsylvania Circle Park (250 Pennsylvania Cir., El Paso, TX 79903) to Bill & Annette Means Park.
Committee Review and/or Recommendation	The Parks and Recreation Advisory Board approved the recommendation for the renaming of Pennsylvania Circle Park during their May 13th, 2026, meeting.
Community and Stakeholder Outreach (if applicable, as an attachment) – please include	Applicant William Martin gathered signatures in support of the renaming from residents within a 1-mile radius of Pennsylvania Circle Park. Signatures were verified and approved by Parks and Recreation.
Related City Policies	n/a
Prior Council Action	City Council has previously approved other park renamings, such as the Trotter Memorial Park in D5 (2025) and James "Jimmy" Crouch Park in D3 (2024).
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	No
Amount and Source of Funding	n/a
Enter the elected official's name followed by the amount donated.	n/a
For More Information	Pablo Caballero 9152120092 CaballeroPE@elpasotexas.gov

RESOLUTION

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

THAT City Council accepts the recommendation from the Parks and Recreation Advisory Board and hereby approves the renaming of the Pennsylvania Circle Park, located at 250 Pennsylvania Cir., El Paso, TX 79903, within the City of El Paso, El Paso County, Texas, as "Bill & Annette Means Park"; and

THAT William Martin , ("Applicant") shall incur the customary costs associated with the renaming of the park, such as installing or replacing signs with the park name or any other signs posted or affixed to a facility. Any proposed signs shall be reviewed and agreed upon by both the Parks and Recreation Department and Applicant, (District 2).

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:

Roberto Aguinaga
Roberto Aguinaga
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Pablo Caballero
Director Parks & Recreation

(Exhibit "A" on the following page)

PARKS & RECREATION
CITY OF EL PASO

City of El Paso
PARK NAMING/CHANGING
Application

Applicant information

Please print or type the information in black ink

Applicant Name: William Martin

Mailing Address: [redacted] City: El Paso Zip: 79903

Home Phone: N/A Work Phone: [redacted] Cell [redacted]

Email Address: [redacted]

Organization _____ ☐ Non-Profit

Proposed Name / Change

Park/Facility Location/Address: Pennsylvania Circle El Paso, TX 79903

Current name of Park or Facility: Pennsylvania Circle Park ☐ Not Applicable

Suggested Name: Bill & Annette Means Park

Category:

- ☒ Outstanding Individual(s)
  Acknowledges the sustained contribution that has been made by such individual(s) to the City of El Paso and/or the development and management of the City's park and recreation system.
- ☐ Common usage identifying the Neighborhood
  Acknowledges the geographic location or common name that gives a particular identity to a neighborhood.
- ☐ Historical Event, Person, Place
  Preserves and honors the history of El Paso, its founders, other historical figures or local landmarks.
- ☐ Natural or Geographical Feature to the area
  Acknowledges a prominent or unique natural or geological feature in the surrounding area.
- ☐ Benefit/Organization Acknowledgement
  Major gift, acknowledges the significant benefit of a donation
- ☐ Other
  Describe:

_____

_____

PLEASE DO NOT WRITE IN THIS AREA
PARKS AND RECREATION
STAFF ONLY

Date Received at PARD Admin: _____
Date District Rep. Notified: _____
Date of Committee Meeting: _____
Date of PRAB Meeting: _____
Date of City Council Meeting: _____

PARKS & RECREATION
CITY OF EL PASO

PARK NAMING/CHANGING

Supporting Documentation

Suggested Name: Bill & Annette Means Park

Please provide a written narrative that supports the nomination for consideration. If proposing to name a park or facility after an outstanding person, a biography must also be attached and include material that identifies the individual's significance and notable reputation in the City of El Paso.

This naming request is intended to honor Bill & Annette Means for their logstanding contributions to the City of El Paso. Bill Means previously supported the lighting improvement at Pennsylvania Park in 1990. Bill Means was a longtime El Paso resident and a prominent business owner who's projects included the remodels of the Historic Mills Building and Centre Building of Downtown El Paso. Bill Means was also involved in repairing the Mountain Star with late Electrical Engineer Andy Cook.

Annette Means was also an El Paso Native, attending Loretto Academy and UTEP. Annette Means was a criminal justice Professor at EPCC. Annette Means also dedicated her time as a member of the City Plan Commission and even was honored with the prestigious Conquistador Award in 1997.

Annette Means was also the managing partner of Mesa St Grill, which is still a staple in the city.

Bill and Annette Means moved their Family to Pennsylvania Circle in 1990, whre they personally cared to preserve the beuty of the neigborhood, In 1990 Bill Means would personally fund the new lights, irrigation system and the reseeding of the grass to maintain the neighborhoods unique historical charm.

Annette Means passed away in the summer of 2009 and Bill Means followed January of 2019.

I feel honored to request the renaming of Pennylvania Park, which was part of their neighborhood for many years.

Everyone that knew Bill and Annette Means personally can attest to their tremendous love for El Paso and how they held thir civic duty with such high regard and dignity. This is one of many reasons I propose renaming Pennsylvania Park to Bill & Annette Means Park, they were inseparable since they cited their vows, naming the park without both of their names present would not represent the couple they were.

Thaks you for your time and consideration, look forward to hearing about this application.

Attach additional pages if needed. Supporting documentation is encouraged for all applications to help justify why this name should be chosen.

Form 09-0001 Revised 11/06/12

Suggested Name: ~~Annette Means Park~~ Bill & Annette Means Park

List eligibile members of the public who support the nomination:
Include name, address, telephone number and signature of fifty (50) individuals, ages 18 years or older who live within a mile radius of the park/facility.

PARKS & RECREATION
CITY OF EL PASO

PARK NAMING/CHANGING FORM

Citizen Support

		Name	Address	Phone Number	Signature
1	✓	SR MARY E BOESEN SL	[redacted]		Mary E Boesen SL
2	✓	Homero Silva			
3	✓	SR Liz Deines, SL			Liz Deines, SL
4	✓	Mary Margaret Murphy SL			Mary Margaret Murphy SL
5	✓	Jane German			Jane German
	X	S. Elisa Rodriguez			S. Elisa Rodriguez
6	✓	Mary Lou Gomez-Lean			Mary Lou Gomez-L
	X	HELEN SANTAMARIA, SL			Helen Julia Santamaria SL
7	✓	SYLVIA PRICE			Syl J Price
8	✓	Holland Quinn			Holland Quinn
9	✓	Patricia Swinford			Patricia Swinford
10-11	✓	Todd + Elisa Southern			Elisa Southern Todd Southern
12	✓	Lydia Treviño			Lydia Treviño
13	✓	Jesse Ramirez			
14	✓	Liza L. Tiffard			
15	✓	Guadalupe Kull			Guadalupe Kull
16	✓	Norma Delacruz			
17	✓	Gloria Yañez			G Yañez
18	✓	James B. Yañez			James Yañez
19	✓	[illegible]			

Page 5 of 5

Form 09-0001 Revised 11/06/12

Suggested Name: ~~Annette Means Park~~ Bill & Annette Means Park

List eligibile members of the public who support the nomination:
Include name, address, telephone number and signature of fifty (50) individuals, ages 18 years or older who live within a mile radius of the park/facility.

PARKS & RECREATION
CITY OF EL PASO

PARK NAMING/CHANGING FORM

Citizen Support

		Name	Address	Phone Number	Signature
20	✓	ANNA ZAMBRANO	[redacted]		
21	✓	Rosa Saenz			
22	✓	Art Saenz			
23	✓	DENNIS WOO			
24	✓	Elenor Mone Gamma			
25	✓	Benjamin Guerrero			
26	✓	Chris Nyerere			
27	✓	Cecilia Cortez			
28	✓	Sonia Brown			
29	✓	Todd Stuart			
30	✓	Isabel Concha			
31	✓	Debbie Hernandez			
32	✓	Morris Brown			
33	✓	Ana Silva			
34	✓	Carol Gonzalez			
35	✓	David Mendez			
	X	Cessii Sosa			
36	✓	Robert C. Rivas			
37	✓	Cynthia K. Venegas			
38	✓	Dawn Lopez			

Page 5 of 5

Form 09-0001 Revised 11/06/12

PARKS & RECREATION
CITY OF EL PASO

PARK NAMING/CHANGING FORM

Citizen Support

Suggested Name: ~~Annette Means Park~~ Bill & Annette Means Park

List eligibile members of the public who support the nomination:
Include name, address, telephone number and signature of fifty (50) individuals, ages 18 years or older who live within a mile radius of the park/facility.

		Name	Address	Phone Number	Signature
	X	MARY G. MATA	[redacted]		Mary G. Mata
39	✓	Adolfo Sanchez	[redacted]		
40	✓	Mary Sanchez			
41	✓	Roberto Espinoza			
42	✓	Margaret Townsend	[redacted]		
43	✓	Mario Harry Kruk			
44	✓	Martha Calderon			Martha Calderon
45	✓	Liz Deines			Liz Deines
46	✓	~~Mary Margaret Murphy~~			Mary Margaret Murphy
47	✓	Elizabeth Pickle			Elizabeth Pickle
48	✓	Helen A. Sanchez	[redacted]		
49	✓	Elizabeth Sanchez			
50	✓	William Martin			
51	✓	Kyle A. Means			

Page 5 of 5

File #: 26-0730, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Fire, Chief Jonathan Killings, (915) 212-5665
Fire, Assistant Chief Bryan Silva, (915) 212-5125

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/Federal Emergency Management Agency (FEMA) a grant application for the City of El Paso Fire Department project identified as FY 2025 Fire Prevention and Safety ("FP&S") Integrated Fire Investigation and Community Risk Reduction Program to provide financial assistance to the City of El Paso in the amount of $383,649.67 with a cash match of $19,182.48 to a total grant amount of $402,832.15.

City of El Paso Agenda Summary Form

City Clerk

Submitted On: Jun 4, 2026, 01:56PM EDT

Department / Council Office	Fire
Agenda Date	June 23, 2026
Public Hearing Date	
Email of User Submitting Form	arandadf@elpasotexas.gov
Contact Person	Chief Jonathan Killings 915-212-5665
2nd Contact Person	Chief Bryan Silva 915-212-5125
District(s) Affected	All Districts
Agenda Item	A resolution authorizing the City Manager to apply for and submit to the Department of Homeland Security/FEMA a grant application for the City of El Paso Fire Department project identified as FY 2025 Fire Prevention and Safety (“FP&S”) Integrated Fire Investigation and Community Risk Reduction Program to provide financial assistance to the City of El Paso in the amount of $383,649.67 with a cash match of $ 19,182.48 to a total grant amount of $402,832.15.
Issue Statement	The City of El Paso Fire Department is seeking funding through the FY25 Fire Prevention and Safety (FP&S) Integrated Fire Investigation and Community Risk Reduction Program to purchase critical equipment for both the Community Risk Reduction Division and the Fire Arson Investigations Division. Funding will support the expansion and enhancement of smoke and carbon monoxide detector programs throughout the community, particularly for vulnerable and high-risk populations and will also strengthening the Fire Arson Investigation Division's capabilities through the acquisition of specialized investigative equipment (trailer).
Background	The FP&S program intends to enhance the safety of the public and firefighters with respect to fire and fire-related hazards by assisting fire prevention programs and supporting firefighter health and safety research and development. Grant funds are available in two activities: Fire Prevention and Safety Activity and Research and Development Activity.
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
The City Attorney’s Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	Grant application for the total amount of $383,649.67 in federal funding. (Federal Emergency Management Agency) FEMA City cash match $19,182.48 In total it will be $402,832.15
Enter the elected official's name followed by the amount donated.	N/A
For More Information	

RESOLUTION

WHEREAS, the Department of Homeland Security ("DHS") – Federal Emergency Management Agency ("FEMA") is currently accepting applications for the FY 2025 Fire Prevention and Safety ("FP&S") Grant Program, 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 2025 FP&S in the amount of $402,832.15 with a required local cash match of $19,182.48; and

WHEREAS, if awarded, the funds received under the Grant would be utilized to assist in the purchase of equipment for two programs, Community Risk Reduction (CRR) and Fire Arson Investigations; and

WHEREAS, the equipment to be purchased for the CRR Project will allow the El Paso Fire Department to enhance and augment smoke and carbon monoxide detectors within the City, the equipment to be purchased for the Fire Arson Investigations Division will increase the capability of fire scene investigations, and in turn increase the resources available to the El Paso community and enhance the City's ability to respond and mitigate incidents involving fire 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 /FEMA a grant application for the City of El Paso Fire Department project identified as FY 2025 Fire Prevention and Safety ("FP&S") Integrated Fire Investigation and Community Risk Reduction Program to provide financial assistance to the City of El Paso in the amount of $383,649.67 with a cash match of $19,182.48 for a total grant amount of $402,832.15. Recipients are required to contribute no less than 5 percent (5%) 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 Saenz
Karla A. Saenz
Assistant City Attorney

APPROVED AS TO CONTENT:

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

Saved for later

Fiscal Year (FY) 2025 Fire Prevention and Safety (FP&S) Grant

Status: Pending submission

Application ID: EMW-2025-FP-00079

OMB number: 1660-0054, Expiration date: 11/30/2022 View burden statement

System for Award Management (SAM.gov) profile

Please identify your organization to be associated with this application.
All organization information in this section will come from the System for Award Management (SAM) profile for that organization.

CITY OF EL PASO

Information current from SAM.gov as of:	**05/03/2026**
UEI-EFT:	**KLZGKXNFVTL4**
DUNS (includes DUNS+4):	**058873019**
Employer Identification Number (EIN):	**746000749**
Organization legal name:	**CITY OF EL PASO**
Organization (doing business as) name:	
Mailing address:	**300 N CAMPBELL ST EL PASO, TX 79901-**
Physical address:	**300 N CAMPBELL ST EL PASO, TX 79901-**
Is your organization delinquent on any federal debt?	**N**
SAM.gov registration status:	**Active as of 07/07/2025**

☑ **We have reviewed our bank account information on our SAM.gov profile to ensure it is up to date**

Applicant information

Please provide the following additional information about the department or organization applying for this grant.

Applicant name (i.e., fire department name)

City of El Paso

Main address of location impacted by this grant

Main address 1

300 N. Campbell

Main address 2 *Optional*

City

El Paso

State/territory

Texas

Zip code

79901

Zip extension

1402

In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located?

El Paso County

Applicant characteristics

The FP&S (Fire Prevention and Safety) program intends to enhance the safety of the public and firefighters with respect to fire and fire-related hazards by assisting fire prevention programs and supporting firefighter health and safety research and development. Grant funds are available in two activities: Fire Prevention and Safety Activity and Research and Development Activity. Please review the Notice of Funding Opportunity for information on available categories within each activity area and for more information on the evaluation process and conditions of award.

Please provide the following additional information about your organization.

Which activity are you applying for?

Fire Prevention and Safety (FP&S)

Applicant type

Fire Department/Fire District

What kind of organization do you represent?

All Paid/Career

Do you currently report to the National Fire Incident Reporting System (NFIRS)? You will be required to report to NFIRS for the entire period of the grant.

- ○ Yes
- ◯ No

Please enter your FDIN/FDID.

GB803

Operating budget

What is your organization's operating budget for programs that enhance the safety of the public and firefighters with respect to fire and fire-related hazards (including fire prevention, fire code enforcement, fire/arson investigation, wildfire prevention, and firefighter health and safety research and development)? Please include costs (e.g., personnel, maintenance of apparatus, equipment, facilities, utility costs, purchasing expendable items, etc.) for the current (at the time of application) fiscal year, as well as the previous two fiscal years.

Current Fiscal Year

2026

Fiscal Year	Operating budget
2026	$166,337,730.90
2025	$148,681,926.00
2024	$142,096,400.00

Please explain the applicant's need for financial assistance to carry out the proposed project(s). Provide detail about the applicant's total operating budget, including a high-level breakdown of the budget. Describe the applicant's inability to address financial needs without federal assistance. Discuss other actions the applicant has taken to meet their needs. Include information on efforts to obtain funding elsewhere and how similar projects have been funded in the past.

The City of El Paso continues to face rising healthcare costs, pension obligations, aging infrastructure, and increasing demands on municipal services. As a result, the El Paso Fire Department (EPFD) is experiencing growing pressure from unfunded mandates, capital replacement needs, and ongoing budget constraints. The department faces an estimated $7.9 million annual replacement cost for aging apparatus

In cases of demonstrated economic hardship, and upon the request of the grant applicant, the FEMA Administrator may grant an Economic Hardship Waiver. Is it your organization's intent to apply for an Economic Hardship Waiver?

- ◯ Yes
- ◯ No

Other funding sources

This fiscal year, are you receiving Federal funding from any other grant program for the same purpose for which you are applying for this grant?

- ◯ Yes
- ◯ No

This fiscal year, are you receiving Federal funding from any other grant program regardless of purpose?

- ◯ Yes
- ◯ No

Please provide an explanation for other funding sources in the space provided below.

For this fiscal year, we are receiving federal funding from the following grants: FY21 SAFER #EMW-2021-FF-01034, FY24 SAFER #EMW-2024-FF-00258, FY23 Regional Catastrophic Preparedness Grant Program #EMT-2023-CA-00008, FY24 Post Fire Hazard Mitigation Grant Program #DR-5487-0005-TX, FY22 FP&S Grant #EMW-2022-FP-00485 (Closed 2/17/2026)

Community description

Please provide the following additional information about the community your organization serves.

What type of community does your organization serve?

Urban

What is the permanent resident population of your first due response zone/jurisdiction served?

681723

Please describe your organization and/or community that you serve.

The El Paso Fire Department (EPFD) is an Insurance Services Office (ISO) Class 1 rated department and has maintained international accreditation through the Commission on Fire Accreditation International since 2012, reflecting the department's commitment to operational excellence, professional standards, and continuous improvement. The EPFD is staffed by 1 Fire Chief, 4 Assistant Chiefs, 977 career

Grant request details

Instructions

If you intend to request funds for an activity, you must answer all of the activity specific questions and specify at least one budget item (budget object class information). The cost figures you provide do not have to be firm quotes from your vendors, but they should be estimated based on research of current prices (i.e., check with at least two vendors for your estimates). If you do not have these estimates, you can come back and modify this area at any point before you submit your application to DHS. Select grant writer fee when adding an activity if there is a grant-writing fee associated with the preparation of the request. Note that an eligible applicant may submit up to three projects under the FP&S Activity.

Help Guides

FEMA has developed application guidance material available on the FEMA website: Fire Prevention & Safety Documents. The documents are designed to assist applicants with narrative preparation and provide specific criteria used by a panel of peer reviewers when evaluating each application. FEMA encourages applicants to use these documents to prepare their applications.

Grand total: $402,832.15

Program area: Fire prevention and safety

Activity: Community Risk Reduction $115,000.00

✖ Delete this activity

Project

Project: Smoke Alarm Installations (door to door with home safety inspection) City of El Paso High-Risk Residential Smoke Alarm Initiative

$115,000.00

✖ Delete this project

Smoke Alarm Installations (door to door with home safety inspection) project questions

Please provide the following information about the project you want funded.

Project name

City of El Paso High-Risk Residential Smoke Alarm

Is this a national-level project, with national impact and national dissemination?

- ◯ Yes
- ◯ No

Is this project a regional request? A regional request provides a direct regional and/or local benefit beyond your organization. You may apply for a regional request on behalf of your organization and any number of other participating eligible organizations within your region.

- ◯ Yes
- ◯ No

Who is the target audience for the planned project?

- ☑ Children under 14
- ☑ Adults over 65
- ☐ Firefighters

- [x] People with disabilities (e.g., deaf/hard-of-hearing)
- [ ] College/university housing
- [x] Low-income families/neighborhoods
- [ ] Geographic Area
- [ ] Other

What is the estimated size of the target audience?

865657

How was this target audience determined?

- ◯ Formal Assessment
- ◯ Informal Assessment
- ◯ Will Be Conducting Assessment
- ◯ None of the above

Please provide a brief synopsis of the proposed project and then identify the specific goals and objectives of your project.

Through this grant and as part of El Paso Fire Department's (EPFD) Community Risk Reduction Division's (CRR) Life Safety Initiative we will install a minimum of 1,500 conventional

Will you conduct both door-to-door smoke alarm installations and provide home safety inspections, as part of a comprehensive home fire safety campaign?

- ◯ Yes
- ◯ No

Describe the type of alarms that will be installed and the rationale for this selection. Note that FEMA, through its FP&S Grants, promotes the use of smoke alarms that are powered by non-removable, long-life batteries, and are enclosed within a tamper-resistant housing. Applicants who do not plan on using smoke alarms powered by non-removable, long-life batteries, and are enclosed within a tamper-resistant housing, must address the rationale for using alternatives.

We will be purchasing two types of alarms. The regular residential smoke detectors and/or combination smoke/carbon monoxide detectors to be purchased will be sealed units with a 10-

Please explain your experience and ability in developing and conducting (i.e., timely and satisfactory project completion) past fire prevention and safety projects. Additionally, please demonstrate the experience and expertise you have in managing the type of project you are proposing.

The El Paso Fire Department's Community Risk Reduction Division (CRR), consisting of five certified firefighters, four certified as Instructor 1 or higher, boasts over twenty years-experience in

Sustainability: Is it your organization's intent to deliver this program after the grant performance period? If so, how will the overall activity be sustained and what are the long-term benefits? Examples of sustainable projects can be illustrated through the long-term benefits derived from the delivery of the project, the presence of non-federal partners likely to continue the effort, or the demonstrated long-term commitment of the applicant.

The El Paso Fire Department’s Community Risk Reduction Division (CRR) plans to continue to deliver our fire safety and smoke alarm program after termination of this grant. Our smoke alarm initiative for high-risk families is a long-standing program that has been in place for nearly a decade and has assisted thousands of El Paso citizens. The El Paso Fire Department (EPFD) is

Narrative

The narrative statements must provide all the information necessary for you to justify your needs and for FEMA to make an award decision. A panel of peer reviewers will evaluate the applications by using the narrative statements below to determine the worthiness of the request for an award. Please ensure that your narrative clearly addresses each of the following evaluation criteria elements to the best of your ability with detailed but concise information. You may either type your narrative statements in the spaces provided below or create the text in your word processing system and then copy it into the appropriate spaces provided below. Please note the narrative block does not allow

for formatting. Do not type your narrative using only capital letters. Additionally, do not include tables, special fonts (i.e., quote marks, bullets, etc.), or graphs. Please review the Notice of Funding Opportunity for additional narrative details.

Commitment to Mitigation: Fire Department applicants that can demonstrate their commitment and proactive posture to reducing fire risk will receive higher consideration. Applicants must explain their code adoption and enforcement (to include Wildland Urban Interface and commercial/residential sprinkler code adoption and enforcement) and mitigation strategies (including whether or not the jurisdiction has a FEMA-approved mitigation strategy). Applicants can also demonstrate their commitment to reducing fire risk by applying to implement fire mitigation strategies (code adoption and enforcement) via this application.

The El Paso Fire Department's (EPFD) mission is to provide emergency response, prevention and preparedness education to residents, businesses, and visitors of our city so they can live safely and prosper in a hazard resilient community.
From 2018 through 2019 the Community Risk Reduction (CRR) Division provided 3,700 home fire inspections and evacuation plans and

Vulnerability Statement:

- **The assessment of fire risk is essential in the development of an effective project goal, as well as meeting FEMA's goal to reduce risk by conducting a risk assessment as a basis for action. Vulnerability is a "weak link," demonstrating high-risk behavior, living conditions, or any type of high-risk situation. The Vulnerability Statement should include a description of the steps taken to determine the vulnerability and identify the target audience. The methodology for determination of vulnerability (i.e., how the vulnerability was found) should be discussed in-depth in the application's Narrative Statement.**
- **The specific vulnerability that will be addressed with the proposed project can be established through a formal or informal risk assessment. FEMA encourages the use of**

local statistics, rather than national statistics, when discussing the vulnerability.

- **In a clear, to-the-point statement, the applicant should summarize the vulnerability the project will address, including who is at risk, what the risks are, where the risks are, and how the risks can be prevented, reduced, or mitigated.**
- **For the purpose of this application, formal risk assessments consist of the use of software programs or recognized expert analysis that assess risk trends.**
- **Informal risk assessments could include an in-house review of available data (e.g., National Fire Incident Reporting System [NFIRS]) to determine fire loss, burn injuries or loss of life over a period of time, and the factors that are the cause and origin for each occurrence, including a lack of adoption or enforcement of certain codes.**

The City of El Paso Fire Department (EPFD) serves a large vulnerable community within our city. The per capita income in El Paso is $25,165 and the poverty rate is 18.3% for a population of 678,415, meaning 124,149 people are living in poverty. Additionally, El Paso is predominately Hispanic (82%), with nearly 40% of all citizens under 18 years of age or over 65 years of age;

Project Description: Applicants must describe in detail not only the project components but also how the proposed project addresses the identified capability gap, due to financial need and/or the vulnerabilities identified in the vulnerability statement. The following information should be included:

- **Project Components**
- **Review of any existing programs or models that have been successful.**
- **Detailed description of how the proposed project components fill the identified capability gap**
- **If working with Fire Service Partners/Organizations, identify each partner/organization and the role(s) they will fill in the successful completion of the proposed project.**

vulnerable homes. The process begins with an accessible on-line request form where people can request the free installation of the smoke alarms and a home fire safety walk-through survey. Citizens complete the fillable request form providing basic contact information and their perceived fire safety needs. Within a few hours, a member of our Community Risk Reduction team will contact the requesting party and

Implementation Plan: Each project proposal should include details on the implementation plan which discusses the proposed project's goals and objectives. The following information should be included to support the implementation plan:

- **Goals and objectives**
- **Details regarding the methods and specific steps that will be used to achieve the goals and objectives**
- **Timelines outlining the chronological project steps (this is critical for determining the likeliness of the project's completion within the period of performance)**
- **Where applicable, examples of marketing efforts to promote the project, who will deliver the project (e.g., effective partnerships), and the manner in which materials or deliverables will be distributed**
- **Requests for props (i.e., tools used in educational or awareness demonstrations), including specific goals, measurable results, and details on the frequency for which the prop will be utilized as part of the implementation plan. Applicants should include information describing the efforts that will be used to reach the high-risk audience and/or the number of people reached through the proposed project**

(examples of props include safety trailers, puppets, or costumes)

- **Where human subjects are involved, describe plans for submission to the Institutional Review Board (IRB) (for further guidance and requirements, see the Human Subjects Research section of the NOFO)**
- **NOTE: For applicants proposing a complex project that may require a 24-month Period of Performance, please include significant justification and details in the implementation plan that justify the applicant's need for a Period of Performance of more than 12 months.**

of the Community Risk Reduction Division (CRR) will make contact within hours of receiving the request, and make arrangement with the home owner to conduct the fire safety inspection, escape plan, and to install the smoke alarms. The promotion of the program will be accomplished through both traditional and social media. Public service announcements will be developed in different languages (English

Evaluation Plan: Projects should include a plan for evaluation of effectiveness and identify measurable goals. Applicants seeking to carry out awareness and educational projects, for example, should identify how they intend to determine that there has been an increase in knowledge about fire hazards, or measure a change in the safety behaviors of the audience. Applicants should demonstrate how they will measure risk at the outset of the project in comparison to how much the risk decreased after the project is finished. There are various ways to measure the knowledge gained about fire hazards, including the use of surveys, pre- and post-tests, or documented observations. Applicants are encouraged to attend training on evaluation methods, such as the National Fire Academy's "Demonstrating Your Fire Prevention Program's Worth."

Process evaluations will be conducted throughout the project period, including quarterly assessments by the Community Risk Reduction (CRR) Division Manager, to assess completion of performance measures and to identify project's strengths and areas for improvement. A summary outcome evaluation will be conducted at the end of the project. Finally, an annual report will be

Cost Benefit: Projects will be evaluated and scored by the Peer Review Panelists based on how well the applicant addresses the fire prevention needs of the department or organization in an economic and efficient manner. The applicant should show how it will maximize the level of funding that goes directly into the delivery of the project. The costs associated with the project also must be reasonable for the target audience that will be reached, and a description should be included of how the anticipated project benefit(s) (quantified if possible) outweighs the cost(s) of the requested item(s). The application should provide justification for all costs included in the project in order to assist the Technical Evaluation Panel with their review.

According to the National Fire Protection Association (NFPA), almost three of every five home fire deaths resulted from fires in homes without a smoke alarm or in homes with a malfunctioning smoke alarm. NFPA data also shows that 26% of smoke alarm failures are attributed to dead batteries. The cost to install the planned number of smoke alarms is

Additional Comments: If you have any additional comments about your project, please provide them here.

The El Paso Fire Department (EPFD) and particularly those that will be involved in this project, have a long history of working with the community on various fire and life safety programs. The EPFD will continue to use traditional media and on-line resources, 211/311, community facilities (libraries and community centers), and direct marketing during safety and

+ Add an item

Cost Items

Item: Smoke Alarm / Carbon Monoxide Combination $40,000.00

✖ Delete this item

Name of cost item

Smoke Alarm / Carbon Monoxide Comb

Description

10-year battery life smoke alarm and carbon monoxide detector

Budget class

Equipment

Year	Quantity	Unit price	Total
1	500	$40.0(	**$20,000.00**

Year	Quantity	Unit price	Total
2	500	$40.0(	**$20,000.00**

TOTAL	1000		$40,000.00

Item: Smoke Alarm $25,000.00

✖ Delete this item

Name of cost item

Smoke Alarm

Description

10-year battery life smoke alarm

Budget class

Equipment

Year	Quantity	Unit price	Total
1	500	$25.0(	**$12,500.00**

Year	Quantity	Unit price	Total
2	500	$25.0(	**$12,500.00**

TOTAL	1000		$25,000.00

Item: Smoke Alarm $50,000.00

✖ Delete this item

Name of cost item

Smoke Alarm

Description

Hard of hearing smoke alarm and bed shaker

Budget class

Equipment

Year	Quantity	Unit price	Total
1	50	$500.(	**$25,000.00**

Year	Quantity	Unit price	Total
2	50	$500.(	**$25,000.00**

TOTAL	100	$50,000.00

Activity: Origin and Cause Investigation $287,832.15

✖ Delete this activity

Project

Project: Origin and cause investigation equipment (including PPE) El Paso Fire Department Personal Protective Equipment Project $35,490.00

✖ Delete this project

Origin and cause investigation equipment (including PPE) project questions

Please provide the following information about the project you want funded.

Project name

El Paso Fire Department Personal Protective Equip

Is this a national-level project, with national impact and national dissemination?

- ◯ Yes
- ◯ No

Is this project a regional request? A regional request provides a direct regional and/or local benefit beyond your organization. You may apply for a regional request on behalf of your organization and any number of other participating eligible organizations within your region.

- ◯ Yes
- ◯ No

Who is the target audience for the planned project?

- ☐ Children under 14
- ☐ Adults over 65
- ☑ Firefighters
- ☐ People with disabilities (e.g., deaf/hard-of-hearing)
- ☐ College/university housing
- ☐ Low-income families/neighborhoods
- ☐ Geographic Area
- ☐ Other

What is the estimated size of the target audience?

21

How was this target audience determined?

- ◯ Formal Assessment
- ◯ Informal Assessment
- ◯ Will Be Conducting Assessment
- ◯ None of the above

Please provide a brief synopsis of the proposed project and then identify the specific goals and

objectives of your project.

The El Paso Fire Department (EPFD) seeks $287,832.15 in funding through the Fire Prevention and Safety Grant Program to acquire PPE equipment and an arson investigation trailer

Will this project aim to aggressively investigate every fire?

- ○ Yes
- ◯ No

Please explain how this project will assist you in reaching this goal

This project will enhance the El Paso Fire Department's ability to conduct safe, efficient, and professional fire scene investigations through the acquisition of a fully equipped arson

Explain your jurisdiction's training requirements for fire investigation personnel

The El Paso Fire Department (EPFD) Fire Investigators are highly trained professionals certified through the Texas Commission on Fire Protection (TCFP) as Structural Firefighters, Fire

Please explain your experience and ability in developing and conducting (i.e., timely and satisfactory project completion) past fire prevention and safety projects. Additionally, please demonstrate the experience and expertise you have in managing the type of project you are proposing.

The El Paso Fire Department (EPFD) has successfully developed and implemented multiple fire prevention and safety projects, demonstrating a strong commitment to program

Sustainability: Is it your organization's intent to deliver this program after the grant performance period? If so, how will the overall activity be sustained and what are the long-term benefits? Examples of sustainable projects can be illustrated through the long-term benefits derived from the delivery of the project, the presence of non-federal partners likely to continue the effort, or the demonstrated long-term commitment of the applicant.

The El Paso Fire Department (EPFD) is committed to the continuation of enhanced performance and capability past the grant performance period through the continued goal of improving investigative precision and scene documentation. This initiative will directly support public safety efforts by reducing the number of undetermined fires, increasing arson-related

Narrative

The narrative statements must provide all the information necessary for you to justify your needs and for FEMA to make an award decision. A panel of peer reviewers will evaluate the applications by using the narrative statements below to determine the worthiness of the request for an award. Please ensure that your narrative clearly addresses each of the following evaluation criteria elements to the best of your ability with detailed but concise information. You may either type your narrative statements in the spaces provided below or create the text in your word processing system and then copy it into the appropriate spaces provided below. Please note the narrative block does not allow for formatting. Do not type your narrative using only capital letters. Additionally, do not include tables, special fonts (i.e., quote marks, bullets, etc.), or graphs. Please review the Notice of Funding Opportunity for additional narrative details.

Commitment to Mitigation: Fire Department applicants that can demonstrate their commitment and proactive posture to reducing fire risk will receive higher consideration. Applicants must explain their code adoption and enforcement (to include Wildland Urban Interface and commercial/residential sprinkler code adoption and enforcement) and mitigation strategies (including whether or not the jurisdiction has a FEMA-approved mitigation strategy). Applicants can also demonstrate their commitment to reducing fire risk by applying to implement fire mitigation strategies (code adoption and enforcement) via this application.

The El Paso Fire Department is committed to a proactive approach in fire risk reduction through the use of professionally trained personnel, data-driven strategies, targeted mitigation efforts, and enforcement of fire codes. The EPFD Fire Marshal's Office responds to an average of 433 origin and cause investigations annually, typically involving significant property loss, serious injury, fatality, or suspected intentional acts.

Vulnerability Statement:

- **The assessment of fire risk is essential in the development of an effective project goal, as well as meeting FEMA's goal to reduce risk by conducting a risk assessment as a basis for action. Vulnerability is a "weak link," demonstrating high-risk behavior, living conditions, or any type of high-risk situation. The Vulnerability Statement should include a description of the steps taken to determine the vulnerability and identify the target audience. The methodology for determination of vulnerability (i.e., how the vulnerability was found) should be discussed in-depth in the application's Narrative Statement.**
- **The specific vulnerability that will be addressed with the proposed project can be established through a formal or informal risk assessment. FEMA encourages the use of local statistics, rather than national statistics, when discussing the vulnerability.**
- **In a clear, to-the-point statement, the applicant should summarize the vulnerability the project will address, including who is at risk, what the risks are, where the risks are, and how the risks can be prevented, reduced, or mitigated.**
- **For the purpose of this application, formal risk assessments consist of the use of software programs or recognized expert analysis that assess risk trends.**
- **Informal risk assessments could include an in-house review of available data (e.g., National Fire Incident Reporting System [NFIRS]) to determine fire loss, burn injuries or loss of life over a period of time, and the factors that are the cause and origin for each occurrence, including a lack of adoption or enforcement of certain codes.**

trend has placed increasing pressure on the Fire Marshal's Office and exposed operational vulnerabilities that directly impact both investigative efficiency and personnel safety. As investigators respond to more frequent and complex fire scenes, the lack of modern, reliable, and purpose-built equipment has become a critical barrier to maintaining the timeliness and

Project Description: Applicants must describe in detail not only the project components but also how the proposed project addresses the identified capability gap, due to financial need and/or the vulnerabilities identified in the vulnerability statement. The following information should be included:

- **Project Components**
- **Review of any existing programs or models that have been successful.**
- **Detailed description of how the proposed project components fill the identified capability gap**
- **If working with Fire Service Partners/Organizations, identify each partner/organization and the role(s) they will fill in the successful completion of the proposed project.**

The El Paso Fire Department seeks $35,490.00 in funding through the Fire Prevention and Safety Grant Program to enhance the effectiveness and operational capacity of its Fire Investigations Program. This project will support the acquisition of critical investigative equipment to ensure fire and arson scenes are examined, documented

Implementation Plan: Each project proposal should include details on the implementation plan which discusses the proposed project's goals and objectives. The following information should be included to support the implementation plan:

- **Goals and objectives**
- **Details regarding the methods and specific steps that will be used to achieve the goals and objectives**
- **Timelines outlining the chronological project steps (this is critical for determining the**

likeliness of the project's completion within the period of performance)

- **Where applicable, examples of marketing efforts to promote the project, who will deliver the project (e.g., effective partnerships), and the manner in which materials or deliverables will be distributed**
- **Requests for props (i.e., tools used in educational or awareness demonstrations), including specific goals, measurable results, and details on the frequency for which the prop will be utilized as part of the implementation plan. Applicants should include information describing the efforts that will be used to reach the high-risk audience and/or the number of people reached through the proposed project (examples of props include safety trailers, puppets, or costumes)**
- **Where human subjects are involved, describe plans for submission to the Institutional Review Board (IRB) (for further guidance and requirements, see the Human Subjects Research section of the NOFO)**
- **NOTE: For applicants proposing a complex project that may require a 24-month Period of Performance, please include significant justification and details in the implementation plan that justify the applicant's need for a Period of Performance of more than 12 months.**

The El Paso Fire Department will implement a comprehensive enhancement of its Fire Investigations Program by integrating personal protective equipment to improve fire scene documentation, evidence collection, and public safety outcomes. The primary goal of this initiative is to achieve a documented reduction in

Evaluation Plan: Projects should include a plan for evaluation of effectiveness and identify measurable goals. Applicants seeking to carry out awareness and educational projects, for example, should identify how they intend to determine that there has been an increase in knowledge about fire hazards, or measure a change in the safety behaviors of the audience. Applicants should demonstrate how they will measure risk at the

outset of the project in comparison to how much the risk decreased after the project is finished. There are various ways to measure the knowledge gained about fire hazards, including the use of surveys, pre- and post-tests, or documented observations. Applicants are encouraged to attend training on evaluation methods, such as the National Fire Academy's "Demonstrating Your Fire Prevention Program's Worth."

The El Paso Fire Marshal's Office operates under performance benchmarks established through the City of El Paso's Strategic Plan and departmental objectives. These goals are supported by a structured evaluation process that includes monthly, quarterly, and annual assessments to ensure continuous program

Cost Benefit: Projects will be evaluated and scored by the Peer Review Panelists based on how well the applicant addresses the fire prevention needs of the department or organization in an economic and efficient manner. The applicant should show how it will maximize the level of funding that goes directly into the delivery of the project. The costs associated with the project also must be reasonable for the target audience that will be reached, and a description should be included of how the anticipated project benefit(s) (quantified if possible) outweighs the cost(s) of the requested item(s). The application should provide justification for all costs included in the project in order to assist the Technical Evaluation Panel with their review.

education initiatives focused on recurring fire causes and risk factors. This proactive, data-driven approach enhances public safety and operational effectiveness.

In 2025, approximately 32.38% of EPFD investigations involved incidents determined to be criminal in nature, reflecting the increasing

Additional Comments: If you have any additional comments about your project, please provide them here.

The El Paso Fire Department's Fire Investigations Program continues to work closely with external agencies and community partners to ensure a safe, hazard-resilient community for residents and visitors. Fire Investigators will continue to perform their duties using the latest available technology, including the equipment

+ Add an item

Cost Items

Item: PPE Coat $19,530.00

✖ Delete this item

Name of cost item

PPE Coat

Description

MET-FDI-BUNKER GEAR, FIRE INVESTIGATOR PPE-COAT, Each

Budget class

Equipment

Year	Quantity	Unit price	Total
1	21	$930.(	**$19,530.00**

Year	Quantity	Unit price	Total
2	0	$0.00	**$0.00**

TOTAL	21		$19,530.00

Item: PPE Pant $15,960.00

✖ Delete this item

Name of cost item

PPE Pant

Description

MET-FDI-BUNKER GEAR, FIRE INVESTIGATOR PPE-PANT

Budget class

Equipment

Year	Quantity	Unit price	Total
1	21	$760.(	**$15,960.00**

Year	Quantity	Unit price	Total
2	0	$0.00	**$0.00**

TOTAL	21	$15,960.00

Project: Origin and cause investigation trailer El Paso Fire Department Arson Trailer Project — $252,342.15

✖ Delete this project

Origin and cause investigation trailer project questions

Please provide the following information about the project you want funded.

Project name

El Paso Fire Department Arson Trailer Project

Is this a national-level project, with national impact and national dissemination?

- ◯ Yes
- ◯ No

Is this project a regional request? A regional request provides a direct regional and/or local benefit beyond your organization. You may apply for a regional request on behalf of your organization and any number of other participating eligible organizations within your region.

- ◯ Yes
- ◯ No

Who is the target audience for the planned project?

- ☑ Children under 14
- ☑ Adults over 65
- ☑ Firefighters
- ☑ People with disabilities (e.g., deaf/hard-of-hearing)
- ☑ College/university housing
- ☑ Low-income families/neighborhoods
- ☑ Geographic Area
- ☐ Other

What is the estimated size of the target audience?

865657

How was this target audience determined?

- ◯ Formal Assessment
- ◯ Informal Assessment
- ◯ Will Be Conducting Assessment

◯ None of the above

Please provide a brief synopsis of the proposed project and then identify the specific goals and objectives of your project.

The EPFD seeks funding of $287,832.15 to acquire PPE equip and an arson investigation trailer to enhance the effectiveness and capabilities of its Fire Investigations Program

Will this project aim to aggressively investigate every fire?

◯ Yes

◯ No

Please explain how this project will assist you in reaching this goal

The project will support the El Paso Fire Department's goals of improving fire investigation capabilities, enhancing investigator safety, increasing operational efficiency, and ensuring

Explain your jurisdiction's training requirements for fire investigation personnel

investigators are highly trained and certified professionals operating under multiple state and national standards. All investigators are certified through the Texas Commission on Fire Protection (TCFP) as Structural Firefighters, Fire

Please explain your experience and ability in developing and conducting (i.e., timely and satisfactory project completion) past fire prevention and safety projects. Additionally, please demonstrate the experience and expertise you have in managing the type of project you are proposing.

The El Paso Fire Department (EPFD) has successfully developed and implemented multiple fire prevention and safety projects, demonstrating a strong commitment to program

Sustainability: Is it your organization's intent to deliver this program after the grant performance period? If so, how will the overall activity be sustained and what are the long-term benefits? Examples of sustainable projects can be illustrated through the long-term benefits derived from the delivery of the project, the presence of non-federal partners likely to continue the effort, or the demonstrated long-term commitment of the applicant.

documentation. This initiative will directly support public safety efforts by reducing the number of undetermined fires, increasing arson-related prosecutions, and informing prevention strategies. The long-term impact of this project is a safer El Paso community through more effective fire investigations, enhanced data collection, and targeted fire prevention outreach. To support long-term sustainability and

Narrative

The narrative statements must provide all the information necessary for you to justify your needs and for FEMA to make an award decision. A panel of peer reviewers will evaluate the applications by using the narrative statements below to determine the worthiness of the request for an award. Please ensure that your narrative clearly addresses each of the following evaluation criteria elements to the best of your ability with detailed but concise information. You may either type your narrative statements in the spaces provided below or create the text in your word processing system and then copy it into the appropriate spaces provided below. Please note the narrative block does not allow for formatting. Do not type your narrative using only capital letters. Additionally, do not include tables, special fonts (i.e., quote marks, bullets, etc.), or graphs. Please review the Notice of Funding Opportunity for additional narrative details.

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The El Paso Fire Department is committed to a proactive approach in fire risk reduction through the use of professionally trained personnel, data-driven strategies, targeted mitigation efforts, and enforcement of fire codes. The EPFD Fire Marshal's Office responds to an average of 433 origin and cause investigations annually, typically involving significant property loss, serious injury, fatality, or suspected intentional acts.

Vulnerability Statement:

- **The assessment of fire risk is essential in the development of an effective project goal, as well as meeting FEMA's goal to reduce risk by conducting a risk assessment as a basis for action. Vulnerability is a "weak link," demonstrating high-risk behavior, living conditions, or any type of high-risk situation. The Vulnerability Statement should include a description of the steps taken to determine the vulnerability and identify the target audience. The methodology for determination of vulnerability (i.e., how the vulnerability was found) should be discussed in-depth in the application's Narrative Statement.**
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- **For the purpose of this application, formal risk assessments consist of the use of software programs or recognized expert analysis that assess risk trends.**
- **Informal risk assessments could include an in-house review of available data (e.g., National Fire Incident Reporting System [NFIRS]) to determine fire loss, burn injuries or loss of life over a period of time, and the factors that are the cause and origin for each occurrence, including a lack of adoption or enforcement of certain codes.**

representing a 500% increase. In 2025, investigators responded to 6 fatal fires, sustaining the elevated trend, and in 2026 the program has already investigated 3 fatalities year to date. At the current pace, 2026 is projected to meet or exceed the previous year's total. These incidents have highlighted deficiencies in scene documentation, evidence security, operational

Project Description: Applicants must describe in detail not only the project components but also how the proposed project addresses the identified capability gap, due to financial need and/or the vulnerabilities identified in the vulnerability statement. The following information should be included:

- **Project Components**
- **Review of any existing programs or models that have been successful.**
- **Detailed description of how the proposed project components fill the identified capability gap**
- **If working with Fire Service Partners/Organizations, identify each partner/organization and the role(s) they will fill in the successful completion of the proposed project.**

The El Paso Fire Department (EPFD) seeks $252,342.15 in funding through the Fire Prevention and Safety Grant Program to enhance the effectiveness and operational capacity of its Fire Investigations Program. This project will support the acquisition of critical investigative equipment to ensure fire and arson

Implementation Plan: Each project proposal should include details on the implementation plan which discusses the proposed project's goals and objectives. The following information should be included to support the implementation plan:

- **Goals and objectives**
- **Details regarding the methods and specific steps that will be used to achieve the goals and objectives**
- **Timelines outlining the chronological project steps (this is critical for determining the**

likeliness of the project's completion within the period of performance)

- **Where applicable, examples of marketing efforts to promote the project, who will deliver the project (e.g., effective partnerships), and the manner in which materials or deliverables will be distributed**
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- **Where human subjects are involved, describe plans for submission to the Institutional Review Board (IRB) (for further guidance and requirements, see the Human Subjects Research section of the NOFO)**
- **NOTE: For applicants proposing a complex project that may require a 24-month Period of Performance, please include significant justification and details in the implementation plan that justify the applicant's need for a Period of Performance of more than 12 months.**

The El Paso Fire Department will implement a comprehensive enhancement of its Fire Investigations Program by integrating the arson trailer to improve fire scene documentation, evidence collection, and public safety outcomes. The primary goal of this initiative is to achieve a documented reduction in fire-related injuries and

Evaluation Plan: Projects should include a plan for evaluation of effectiveness and identify measurable goals. Applicants seeking to carry out awareness and educational projects, for example, should identify how they intend to determine that there has been an increase in knowledge about fire hazards, or measure a change in the safety behaviors of the audience. Applicants should demonstrate how they will measure risk at the

outset of the project in comparison to how much the risk decreased after the project is finished. There are various ways to measure the knowledge gained about fire hazards, including the use of surveys, pre- and post-tests, or documented observations. Applicants are encouraged to attend training on evaluation methods, such as the National Fire Academy's "Demonstrating Your Fire Prevention Program's Worth."

inform strategic adjustments. All data originates from documentation completed by Fire Investigators during origin and cause examinations. Investigators apply scientifically validated methods and forensic principles, as outlined in NFPA 921, and each report must justify its conclusions through an evidence-based methodology. This rigorous documentation

Cost Benefit: Projects will be evaluated and scored by the Peer Review Panelists based on how well the applicant addresses the fire prevention needs of the department or organization in an economic and efficient manner. The applicant should show how it will maximize the level of funding that goes directly into the delivery of the project. The costs associated with the project also must be reasonable for the target audience that will be reached, and a description should be included of how the anticipated project benefit(s) (quantified if possible) outweighs the cost(s) of the requested item(s). The application should provide justification for all costs included in the project in order to assist the Technical Evaluation Panel with their review.

The EPFD currently employs 13 full-time fire investigators, each responsible for conducting origin and cause investigations for fire incidents across the city. In addition to investigative responsibilities, these personnel respond to reports of fire hazards, enforce fire code compliance, and participate in community fire

Additional Comments: If you have any additional comments about your project, please provide them here.

The El Paso Fire Department's Fire Investigations Program continues to work closely with external agencies and community partners to ensure a safe, hazard-resilient community for residents and visitors. Fire Investigators will continue to perform their duties using the latest available technology, to include the equipment

Add an item

Cost Items

Item: V-Nose Trailer $101,468.80

Delete this item

Name of cost item

V-Nose Trailer

Description

Public Safety Platform - 27FT Trailer Package. JHB-PSP-27 All Aluminum Construction. V-Nose Trailer. 9999# GVWR. 1 Year Limited Warranty. 5 Year Aluminum Frame Warranty. Requires HAT-

Budget class

Equipment

Year	Quantity	Unit price	Total
1	1	$101,4	**$101,468.80**

Year	Quantity	Unit price	Total
2	0	$0.00	**$0.00**

TOTAL	1	$101,468.80

Item: Trailer Configuration $49,490.78

✖ Delete this item

Name of cost item

Trailer Configuration

Description

Configuration Investigation/Command JHB-PSP-ARSN

Budget class

Equipment

Year	Quantity	Unit price	Total
1	1	$49,49	**$49,490.78**

Year	Quantity	Unit price	Total
2	0	$0.00	**$0.00**

TOTAL	1	$49,490.78

Item: Trailer Data Package $5,280.00

✖ Delete this item

Name of cost item

Trailer Data Package

Description

Network/Data Package JHB-COM-DATA

Budget class

Equipment

Year	Quantity	Unit price	Total
1	1	$5,280	**$5,280.00**

Year	Quantity	Unit price	Total
2	0	$0.00	**$0.00**

TOTAL	1	$5,280.00

Item: Trailer Communication Prep Configuration — $2,024.00

✖ Delete this item

Name of cost item

Trailer Communication Prep Configurati

Description

Communication Prep Configuration JHB-COM-CPPKG

Budget class

Equipment

Year	Quantity	Unit price	Total

1	1	$2,024	**$2,024.00**

Year	Quantity	Unit price	Total
2	0	$0.00	**$0.00**

TOTAL	1	$2,024.00

Item: Trailer, Rear Design — $2,763.00

✖ Delete this item

Name of cost item

Trailer, Rear Design

Description

Rear Comfort Deck Rear Rehab Beverage Porch including Fridge, Microwave, Keurig Coffee Maker built within a custom rehab cabinet system with locking storage cabinets, counter top and

Budget class

Equipment

Year	Quantity	Unit price	Total
1	1	$2,763	**$2,763.00**

Year	Quantity	Unit price	Total
2	0	$0.00	**$0.00**

TOTAL	1	$2,763.00

Item: Trailer, Cabinet Design $2,767.00

✖ Delete this item

Name of cost item

Trailer, Cabinet Design

Description

Custom Communication Cabinet JHB-PSP-CMCBT Exterior Communications Compartment with custom cabinet, monitor, HDMI Input, Network Input, Antenna Jack

Budget class

Equipment

Year	Quantity	Unit price	Total
1	1	$2,767	**$2,767.00**

Year	Quantity	Unit price	Total
2	0	$0.00	**$0.00**

TOTAL	1	$2,767.00

Item: Trailer TV Compartment $2,398.00

✖ Delete this item

Name of cost item

Trailer TV Compartment

Description

Exterior TV Compartment with 37in LED TV JHB-OPT-39EXT Custom Exterior TV Compartment with 37in LED Smart TV. 110V Outlet. HDMI Input. Wall Mount Bracket

Budget class

Equipment

Year	Quantity	Unit price	Total
1	1	$2,398	**$2,398.00**

Year	Quantity	Unit price	Total
2	0	$0.00	**$0.00**

TOTAL	1	$2,398.00

Item: Trailer, Command Rack — $2,459.00

✖ Delete this item

Name of cost item

Trailer, Command Rack

Description

JHB's Command Rack JHB-PSP-CMRK: JHB's Command Rack System: All aluminum construction with non-penetrating roof mount system and universal mounting holes for

Budget class

Equipment

Year	Quantity	Unit price	Total
1	1	$2,459	**$2,459.00**

Year	Quantity	Unit price	Total
2	0	$0.00	**$0.00**

TOTAL	1	$2,459.00

Item: Trailer, Lighting Package $3,600.00

✖ Delete this item

Name of cost item

Trailer, Lighting Package

Description

Exterior Lighting Package Exterior Scene Lighting Package: Tecniq LED Flood E-100 with telescoping bracket.

Budget class

Equipment

Year	Quantity	Unit price	Total
1	2	$1,800	**$3,600.00**

Year	Quantity	Unit price	Total
2	0	$0.00	**$0.00**

TOTAL	2	$3,600.00

Item: Trailer, Washing Station $3,188.00

✖ Delete this item

Name of cost item

Trailer, Washing Station

Description

Hand Washing Station Package JHB-PSP-HDWSH Stainless Steel Hand-washing Station with tankless water heater, fresh and grey tank, soap and towel dispensers

Budget class

Equipment

Year	Quantity	Unit price	Total
1	1	$3,188	**$3,188.00**

Year	Quantity	Unit price	Total
2	0	$0.00	**$0.00**

TOTAL	1	$3,188.00

Item: Trailer, Decon Shower $3,802.00

✖ Delete this item

Name of cost item

Trailer, Decon Shower

Description

Exterior Decon Shower JHB-PSP-DSHWR Exterior Decon Shower. RV Shower faucet with 6ft wand, folding decon shower enclosure, diamond plate backplate, plumbing, installation

Budget class

Equipment

Year	Quantity	Unit price	Total
1	1	$3,802	**$3,802.00**

Year	Quantity	Unit price	Total
2	0	$0.00	**$0.00**

TOTAL	1	$3,802.00

Item: Trailer, Roof Top Configuration $44,800.00

✖ Delete this item

Name of cost item

Trailer, Roof Top Configuration

Description

Fotokite - Rooftop Box Configuration JHB-FOTO-13000- Fotokite -Rooftop Box Configuration - Rooftop Box Assembly with DC Sigma System and Rugged Tablet

Budget class

Equipment

Year	Quantity	Unit price	Total
1	1	$44,80	**$44,800.00**

Year	Quantity	Unit price	Total
2	0	$0.00	**$0.00**

TOTAL	1	$44,800.00

Item: Trailer, Video System $12,452.00

✖ Delete this item

Name of cost item

Trailer, Video System

Description

Video Matrix System 8x8 JHB-COM-8VID - 8x8 HDBaseT Matrix - 6 x 70m (4K @60 up to 40m) HDCP 2.2, 6 x HDBaseT Outputs & 2 x HDMI Outputs, Bi-directional IR, PoH (PoE), RS-232 &

Budget class

Equipment

Year	Quantity	Unit price	Total
1	1	$12,45	**$12,452.00**

Year	Quantity	Unit price	Total
2	0	$0.00	**$0.00**
TOTAL	1		$12,452.00

Item: Trailer, Graphic $7,879.00

✖ Delete this item

Name of cost item

Trailer, Graphic

Description

Custom Graphic Package – Partial Wrap JHB-ART-PAR Partial graphics package with custom design, printing of 3M vinyl and installation.

Budget class

Equipment

Year	Quantity	Unit price	Total
1	1	$7,879	**$7,879.00**

Year	Quantity	Unit price	Total
2	0	$0.00	**$0.00**
TOTAL	1		$7,879.00

Item: Trailer, transport and training $2,250.00

✖ Delete this item

Name of cost item

Trailer, transport and training

Description

Transport Prep & On-Site Training Onsite training at customer location. Included: 4 hour of hands-on training for up to 8 personnel. Additional virtual training and online training videos also

Budget class

Equipment

Year	Quantity	Unit price	Total
1	1	$2,250	**$2,250.00**

Year	Quantity	Unit price	Total
2	0	$0.00	**$0.00**

TOTAL	1	$2,250.00

Item: Trailer, WiFi Equipment $2,500.00

✖ Delete this item

Name of cost item

Trailer, WiFi Equipment

Description

Starlink Flat High Performance Kit Starlink Flat High Performance Kit

Budget class

Equipment

Year	Quantity	Unit price	Total
1	1	$2,500	**$2,500.00**

Year	Quantity	Unit price	Total
2	0	$0.00	**$0.00**

TOTAL	1		$2,500.00

Item: DISCOUNT 2% -$4,982.43

✖ Delete this item

Name of cost item

DISCOUNT 2%

Description

DISCOUNT ON TOTAL - 2%

Budget class

Other

Year	Quantity	Unit price	Total
1			**-$4,982.43**

	-1	$4,982	

Year	Quantity	Unit price	Total
2	0	$0.00	**$0.00**
TOTAL	-1		-$4,982.43

Item: Trailer, Shipping Charge — $8,203.00

✖ Delete this item

Name of cost item

Trailer, Shipping Charge

Description

Shipping Charge

Budget class

Other

Year	Quantity	Unit price	Total
1	1	$8,203	**$8,203.00**

Year	Quantity	Unit price	Total
2	0	$0.00	**$0.00**
TOTAL	1		$8,203.00

Grant request summary

The table or tables below summarize the number of items and total cost within each FP&S activity category you have requested funding for. This table or tables will update as you change the items within your grant request details.

Fire prevention and safety

Activity – Project	Number of items	Total cost
Origin and Cause Investigation-Origin and cause investigation equipment (including PPE) El Paso Fire Department Personal Protective Equipment Project	2	$35,490.00
Origin and Cause Investigation-Origin and cause investigation trailer El Paso Fire Department Arson Trailer Project	17	$257,324.58
Community Risk Reduction-Smoke Alarm Installations (door to door with home safety inspection) City of El Paso High-Risk Residential Smoke Alarm Initiative	3	$115,000.00
Total	22	$407,814.57

Is your proposed project limited to one or more of the following activities : Planning and development of policies or processes. Management, administrative, or personnel actions. Classroom-based training. Acquisition of mobile and portable equipment (not involving installation) on or in a building.

- ○ Yes
- ◯ No

Budget summary

Budget summary

Object class categories	Year 1	Year 2	Total
Personnel	$0.00	$0.00	$0.00
Fringe benefits	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00
Equipment	$342,111.58	$57,500.00	$399,611.58
Supplies	$0.00	$0.00	$0.00
Contractual	$0.00	$0.00	$0.00
Construction	$0.00	$0.00	$0.00
Other	$3,220.57	$0.00	$3,220.57
Total direct charges	$345,332.15	$57,500.00	$402,832.15
Indirect charges	$0.00	$0.00	$0.00
TOTAL	$345,332.15	$57,500.00	$402,832.15
Non-federal resources			
Applicant			$19,182.49
State			$0
Local			$0
Other sources			$0
Remarks			Cash Match calculated using FEMA FP&S calculator
Total Federal and Non-federal resources			
Federal resources	$328,887.76	$54,761.90	$383,649.66

Object class categories	Year 1	Year 2	Total
Non-federal resources	$16,444.39	$2,738.10	$19,182.49
TOTAL	$345,332.15	$57,500.00	$402,832.15

Program income	$0.00

Contact information

Did any individual or organization assist with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person, entity, or agent is compensated or not and whether the assistance took place prior to submitting the application?

- ◯ Yes
- ◯ No

Secondary point of contact

Please provide a secondary point of contact for this grant.

The Authorized Organization Representative (AOR) who submits the application will be identified as the primary point of contact for the grant. Please provide one secondary point of contact for this grant below. The secondary contact can be members of the fire department or organizations applying for the grant that will see the grant through completion, are familiar with the grant application, and have the authority to make decisions on and to act upon this grant application. The secondary point of contact can also be an individual who assisted with the development, preparation, or review of the application.

MR Armando Valencia Emergency Management Coordinato ValenciaA@elpasotexas.g	**Primary phone** 9158383271 Work **Fax**	**Additional phones** 9157061924 Mobile	Edit

Assurances and certifications

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.

- [x] The applicant is not currently required to submit the SF-LLL

Review application

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.

SAM.gov profile	View/edit
Applicant information	View/edit
Applicant characteristics	View/edit
Operating budget	View/edit
Community description	View/edit
Grant request details	View/edit
Grant request summary	View/edit
Budget summary	View/edit
Assurances and certifications	View/edit

Contact information View/edit

FY 2025 Fire Prevention and Safety (FP&S) Grant Program Cost Share Calculator

To assist with determining your organization's cost share for FP&S Grant Program funding, a calculator and explanation of the formula is provided below. All applicants should ensure they are familiar with FEMA's administration of cost sharing requirements. Recipients are not required to have their cost share available when submitting the application. For additional information, refer to the Cost Share or Match and Maintenance of Effort Requirements section of the FY 2025 FP&S Grant Program Notice of Funding Opportunity.

Determine the Organization's Cost Share Percentage

In accordance with *Federal Fire Prevention and Control Act of 1974, Pub. L. 93-498*, as amended (15 U.S.C. § 2229(k)(2)), all eligible applicants shall agree to make available non-federal funds to carry out an FP&S Program award in an amount equal to and not less than 5% of the grant awarded.

Both cash and in-kind are eligible types of contributions. To meet statutory requirements, FEMA develops the mathematical formula to support grant recipients in determining the appropriate minimum amount of cost share required for the awarded items they receive. In addition, FEMA will round down any decimals where the cost share calculations produce an amount with more than two digits after the decimal.

For example, if the calculation of a 5% cost share leads to $66,666.6667 for the federal share and $33,333.3333 for the non-federal share, FEMA will round down the federal share to $66,666.66 (and round up the non-federal share to $33,333.34) to ensure that the non-federal share is at least 5%. The final awarded activity included in an award package is considered the total project cost of that award, and it is used as the baseline to establish the federal share amount as well as the recipient share derived thereof.

To determine the Cost Share amount, use the guide below:

Cost Share Calculation Example

Total Project Cost:	$100,000.00
Cost Share Percentage:	5%
Federal Funding Assistance:	$95,238.10
Cost Share:	$4,761.90

Cost Share Formula Example

If...

- X = Federal Funding Assistance;
- Y = Total Project Cost;
- P = Cost Share Percentage; and
- C = Cost Share.

Then...

- C = P × X;
- Y = X + C;
- Y = X + (P × X)
- X = Y ÷ 1.05

For example:
If...

- Y = $100,000; and
- P = 5%

Then...

- Federal Funding Assistance (X) = $100,000 ÷ 1.05 = $95,238.10; and
- Cost Share (C) = $100,000 − $95,238.10 = $4,761.90

Use the Calculator Below to Determine the Cost Share for your Organization

Input your:	
Total Project Cost:	$ 2,290.00
Cost Share Percentage:	5%

Based on your inputs, your Federal Funding Assistance and Cost Share are:

Input your:	
Federal Funding Assistance:	$ 2,180.95
Cost Share:	$ 109.05

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:

Department of Homeland Security, FEMA

Grant Name:

FY25 FP&S Integrated Fire Investigation & Community Risk

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

97.151

Find Federal Program Information

Application Due Date:

June 22, 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*
- ☑ *City Manager*
- ☑ *Legal Review*

A3. Financial Data

Amount of Granting Agency Funds Requested:

$ $383,649.66

Amount of City Matching Funds Requested:

$ $19,182.49

Amount of In-Kind Funds Requested:

$ $0.00

Amount of "other" matching Funds:

$ $0.00

Other Matching Funds Source:

N/A

Total Amount Requested:

$ $402,832.15

A4. Grant Classification

- ☑ *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:* $ $0.00

How is the match amount determined?

☐ *Fixed Amount:* $ $0.00

☑ *Percentage of Project Cost:* 5% %

☑ *Other (Please explain):*

Cash Match calculated using FEMA FP&S calculator ($405,832.15 divided by 1.05 = $383,649.66 - $402,832.15 = $19,182.49)

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:

Future fiscal year budget requests

Description of Grant:

The City of El Paso Fire Department is seeking funding through the FY25 Fire Prevention and Safety (FP&S) Integrated Fire Investigation and Community Risk Reduction Program to purchase critical equipment for both the Community Risk Reduction Division and the Fire Arson Investigations Division.

Funding will support the expansion and enhancement of smoke and carbon monoxide detector programs throughout the community, particularly for vulnerable and high-risk populations; will also strengthening the Fire Arson Investigation Division's capabilities through the acquisition of specialized investigative equipment (trailer).

Grant due on 6/22/2026 5pm EST.
Cash Match is required

REQUIRED SIGNATURES

Preparer

eSigned via GovOS.com
Claudia Martinez
Key: 986a2d42-9362-46fc-ab00-18bf8cefb9a4

Date

05-29-2026

Grants Administration Div.

eSigned via GovOS.com
Elda Rodriguez-Hefner
Key: 7b270d1a-4424-4b13-b80f-4f1544d1d4a3

Date

05-29-2026

Department Director

eSigned via GovOS.com
Jonathan P. Killings
Key: 1e178a5a-70cb-46b9-bda9-4167055301bb

Date

05-29-2026

Legal Review

eSigned via GovOS.com
Karla Saenz
Key: 3d452f80-af40-419f-841d-863e6542f882

Date

06-01-2026

File #: 26-0731, **Version:** 3

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 City Manager, or designee, to apply for and submit to the Department of Homeland Security/Federal Emergency Management Agency (FEMA) a grant application for the City of El Paso Fire Department project identified as FY2025 Assistance to Firefighters ("AFG") Cardiac Monitor Replacement and Enhancement Program to provide financial assistance to the City of El Paso in the amount of $2,008,069.20 with a cash match of $200,806.92 for a total grant amount of $2,208,876.12.

City of El Paso Agenda Summary Form

City Clerk

Submitted On: Jun 4, 2026, 02:37PM EDT

Department / Council Office	Fire
Agenda Date	June 23, 2026
Public Hearing Date	
Email of User Submitting Form	arandadf@elpasotexas.gov
Contact Person	Chief Jonathan Killings 915-212-5665
2nd Contact Person	Chief Bryan Silva 915-212-5669
District(s) Affected	All Districts
Agenda Item	A resolution authorizing the City Manager, or designee, to apply for and submit to the Department of Homeland Security/FEMA a grant application for the City of El Paso Fire Department project identified as FY2025 Assistance to Firefighters (“AFG”) Cardiac Monitor Replacement and Enhancement Program to provide financial assistance to the City of El Paso in the amount of $2,008,069.20 with a cash match of $200,806.92 for a total grant amount of $2,208,876.12.
Issue Statement	The City of El Paso Fire Department seeks funding through the FY25 Assistance to Firefighters Grant (AFG) Cardiac Monitor Replacement and Enhancement Program, to purchase cardiac monitors for the El Paso Fire Department to enhance patient assessment capabilities, improve continuity of care, support early detection and intervention of cardiovascular emergencies, and strengthen the department’s ability to deliver high-quality community-based healthcare services.
Background	The FY25 Assistance to Firefighters Grant (AFG) is federally funded grant opportunity administered by the Department of Homeland Security through FEMA. Funding is available to assist local fire departments purchase the vital equipment needed to better protect and serve their communities.
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
The City Attorney’s Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	Grant application for the total amount of $2,008,069.20 in federal funding. (Federal Emergency Management Agency) FEMA City cash match $200,806.92 In total it will be $2,208,876.12
Enter the elected official's name followed by the amount donated.	N/A
For More Information	

RESOLUTION

WHEREAS, the Department of Homeland Security ("DHS") – Federal Emergency Management Agency ("FEMA") is currently accepting applications for the FY 2025 Assistance to Firefighters Grant ("AFG") Grant Program, 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 2025 AFG in the amount of $2,208,876.12 with a required local cash match of $200,806.92; and

WHEREAS, if awarded, the funds received under the Grant would be utilized to purchase equipment for the Fire Department; and

WHEREAS, the purchase of cardiac monitors for the El Paso Fire Department to enhance patient assessment capabilities, improve continuity of care, support early detection and intervention of cardiovascular emergencies, and strengthen the department's ability to deliver high-quality community-based healthcare services.

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 /FEMA a grant application for the City of El Paso Fire Department project identified as FY 2025 Assistance to Firefighters ("AFG") Cardiac Monitor Replacement and Enhancement Program to provide financial assistance to the City of El Paso in the amount of $2,008,069.20 with a cash match of $200,806.92 for a total grant amount of $2,208,876.12. Recipients are required to contribute ten percent (10%) of the actual costs incurred with a estimated 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 Saenz
Karla A. Saenz
Assistant City Attorney

APPROVED AS TO CONTENT:

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

Grant Information Form
Part A - Grant Application

Office of the Comptroller

EPA TX CITY OF EL PASO

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 8383264

Email:

valenciaa@elpasotexas.gov

A2. Grant Data

Funding Agency:

Department of Homeland Security, FEMA

Grant Name:

FY25 AFG Cardiac Monitor Replacement & Enhancement Prgm.

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

97.044

Find Federal Program Information

Application Due Date:

June 22, 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*
- ☑ *City Manager*
- ☑ *Legal Review*

A3. Financial Data

Amount of Granting Agency Funds Requested:

$ $2,008,069.20

Amount of City Matching Funds Requested:

$ $200,806.92

Amount of In-Kind Funds Requested:

$ $0.00

Amount of "other" matching Funds:

$ $0.00

Other Matching Funds Source:

N/A

Total Amount Requested:

$ $2,208,876.12

A4. Grant Classification

- ☑ *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:* $ $0.00

How is the match amount determined?

☐ *Fixed Amount:* $ $0.00

☑ *Percentage of Project Cost:* 10% %

☐ *Other (Please explain):*

Cash Match required - 10%

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:

Future fiscal year budget requests

Description of Grant:

The City of El Paso Fire Department seeks funding through the FY25 AFG Cardiac Monitor Replacement and Enhancement Program, to purchase cardiac monitors for the El Paso Fire Department to enhance patient assessment capabilities, improve continuity of care, support early detection and intervention of cardiovascular emergencies, and strengthen the department's ability to deliver high-quality community-based healthcare services.

Grant is due 6/22/2026 5pm EST.

Cash Match Required.

REQUIRED SIGNATURES

Preparer

eSigned via GovOS.com
Claudia Martinez
Key: 986a2d42-9362-46fc-ab00-18bf8cefb9a4

Date

06-02-2026

Grants Administration Div.

eSigned via GovOS.com
Elda Rodriguez-Hefner
Key: 7b270d1a-4424-4b13-b80f-4f1544d1d4a3

Date

06-03-2026

Department Director

eSigned via GovOS.com
Jonathan P. Killings
Key: 1e178a5a-70cb-46b9-bda9-4167055301bb

Date

06-02-2026

Legal Review

eSigned via GovOS.com
Karla Saenz
Key: 3d452f80-af40-419f-841d-863e6542f882

Date

06-03-2026

File #: 26-0733, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Code Enforcement, Anthony Morales, (915) 212-6748
Code Enforcement, Steve Alvarado, (915) 212-6026

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 an Interlocal Cooperation Contract between the City of El Paso and Texas Department of State Health Services, Texas, for the period of July 1, 2026, through August 31, 2027 for Mobile Food Inspection Services by the City of El Paso to TEXAS DEPARTMENT OF State Health Services, for which TEXAS DEPARTMENT OF State Health Services shall pay to the City of El Paso an annual amount of Three Hundred Fifty-Seven Thousand Three Hundred Forty-Seven DOLLARS AND NO/100 ($357,347.00).

City of El Paso Agenda Summary Form

City Clerk

Submitted On: Jun 11, 2026, 02:05PM EDT

REVISED
12:10 pm, Jun 11, 2026

Department / Council Office	Code Enforcement
Agenda Date	June 23, 2026
Public Hearing Date	
Email of User Submitting Form	LopezVX1@elpasotexas.gov
Contact Person	Anthony Morales (915) 212-6748
2nd Contact Person	Steve Alvarado (915) 212-6026
District(s) Affected	All Districts
Agenda Item	A Resolution authorizing the Mayor to sign an Interlocal Cooperation Contract between the City of El Paso and Texas Department of State Health Services, Texas, for the period of July 1, 2026, through August 31, 2027 for Mobile Food Inspection Services by the City of El Paso to TEXAS DEPARTMENT OF State Health Services, for which TEXAS DEPARTMENT OF State Health Services shall pay to the City of El Paso an annual amount of Three Hundred Fifty-Seven Thousand Three Hundred Forty-Seven DOLLARS AND NO/100 ($357,347.00).
Issue Statement	City Council is asked to approve an Interlocal Cooperation Contract for the City of El Paso Code Enforcement Department to provide Mobile Food Inspection Services City and County-wide.
Background	In 2025, the Texas State Legislature passed House Bill 2844 (HB2844) which creates a state regulatory program for mobile food vendors and preempts a local authority from prohibiting or regulating mobile food vendors in a manner that conflicts with the bill. It further provides that a mobile food vendor must comply with all state and local laws in the jurisdiction in which the vendor operates, including all fire codes, location restrictions, and zoning codes. The Interlocal Cooperation Contract will allow the City of El Paso Code Enforcement Department to conduct the health inspections and be reimbursed for the time and services provided. It will further create a state-wide database of mobile food vendors.
Council Options	1. Approve - MOTION: "I make a motion to approve the Interlocal Cooperative Contract". 2. Direct staff to make changes - "MOTION: "I make a motion to direct staff to make changes to the Interlocal Cooperative Contract, as noted, and bring back for Council review". 3. Decline - "MOTION: "I make a motion to decline the Interlocal Cooperative Contract".
Committee Review and/or Recommendation	N/A
Community and Stakeholder Outreach (if applicable, as an attachment) – please include	N/A
Related City Policies	Section 9.12 - Food and Food Handling Establishments
Prior Council Action	N/A
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	N/A
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Anthony Morales (915) 212-6748 MoralesA@elpasotexas.gov

RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Cooperation Contract between the City of El Paso and Texas Department of State Health Services, Texas, for the period of July 1, 2026, through August 31, 2027 for Mobile Food Inspection Services by the City of El Paso to TEXAS DEPARTMENT OF State Health Services, for which TEXAS DEPARTMENT OF State Health Services shall pay to the City of El Paso an annual amount of Three Hundred Fifty-Seven Thousand Three Hundred Forty-Seven DOLLARS AND NO/100 ($357,347.00)

APPROVED this _____ day of _____ 2026.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Steve Alvarado, Director
Department of Code Enforcement

Docusign Envelope ID: 2723C84D-74C1-41A6-A37C-A702B9AF4CBE

INTERLOCAL COOPERATION CONTRACT
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001719600035

THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES ("System Agency") and City of El Paso Code Enforcement Department ("Local Government" or "Performing Agency"), each a "Party" and collectively the "Parties," enter into the following contract for Mobile Food Inspection Services (the "Contract") pursuant to the provisions of the "Interlocal Cooperation Act," Chapter 791 of the Texas Government Code.

I. PARTIES

System Agency

Department of State Health Services
1100 W. 49th Street, Tower Bldg., MC 1990
Austin, TX 78756
Contact Person: Maria Acuna
Telephone: (512) 776-6629
Fax number: (512) 776-7391
E-Mail Address: Maria.acuna@dshs.texas.gov
Agency Number: 537

Local Government

City of El Paso Code Enforcement Department
200 N. Kansas St.
El Paso, Texas 79901
Contact Person: Anthony Morales
Telephone: (915) 212-6748
Fax number: None
E-Mail Address: MoralesA@elpasotexas.gov

II. STATEMENT OF SERVICES TO BE PROVIDED

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms of this Contract. Specific services provided are described in **Attachment A - Statement of Work.**

III. CONTRACT PERIOD AND RENEWAL

The Contract is effective on July 1, 2026 and terminates on August 31, 2027, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. System Agency, at its sole discretion, may extend this agreement up to 4 additional years for a maximum term of 5 years.

IV. AMENDMENT

The Parties to this Contract may modify this contract only through the execution of a written amendment signed by both parties.

V. CONTRACT AMOUNT AND PAYMENT FOR SERVICES

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The total amount of this Contract, including all Work Orders issued under it, shall not exceed three hundred fifty-seven thousand three hundred forty-seven dollars ($357,347.00).

VI. LEGAL NOTICES

Legal Notices under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

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

Copy to:
Department of State Health Services
Attn: General Counsel
1100 W. 49th Street, MC 1919
Austin, Texas 78756

Local Government
City of El Paso Code Enforcement Department
200 N. Kansas St.
El Paso, Texas 79901
Attention: Arthur S. Alvarado

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for receiving legal notice by notifying the other Party in writing.

VII. CERTIFICATIONS

The undersigned contracting parties certify that:

(1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of state government;

(2) Each Party executing this Contract on its behalf has full power and authority to enter into this Contract,

(3) the proposed arrangements serve the interest of efficient and economical administration of state government; and

(4) the services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

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The System Agency further certifies that it has statutory authority to contract for the services described in this contract under:

- Texas Health and Safety Code (HSC) Chapter 437B, Mobile Food Vendors;
- Texas Health and Safety Code (HSC) Chapter 437, Regulation of food service establishments, retail food stores, mobile food units, and roadside food vendors;
- Texas Administrative Code Title 25, Part 1, Chapter 226 (25 TAC 226) Mobile Food Vendors;
- 25 TAC 228 Texas Food Establishment Rules; and
- 25 TAC 229, Subchapter U.

The Local Government further certifies that it has statutory authority to contract for the services described in this contract under Chapter 791 Interlocal Cooperation Contracts of the Government Code.

SIGNATURE PAGE FOLLOWS

Docusign Envelope ID: 2723C84D-74C1-41A6-A37C-A702B9AF4CBE

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. HHS001719600035

DEPARTMENT OF STATE HEALTH SERVICES	**CITY OF EL PASO, CODE ENFORCEMENT DEPARTMENT**
	Arthur S. Alvarado
Signature	Signature
Timothy Stevenson, DVM, PhD, DACVM, DACVPM - Epidemiology Printed Name	Arthur S. Alvarado Printed Name
Deputy Commissioner for Consumer Protection Title	Code Enforcement Director Title
	June 8, 2026
Date	Date

THE FOLLOWING ATTACHMENTS TO CONTRACT NO. HHS001719600035 ARE INCORPORATED BY REFERENCE:

ATTACHMENT A - STATEMENT OF WORK
ATTACHMENT B - HHS UNIFORM TERMS AND CONDITIONS-GOVERNMENTAL ENTITY V. 3.3 NOVEMBER 2023
ATTACHMENT C - HHS DATA USE AGREEMENT V. 8.5 OCTOBER 23, 2019 - GOVERNMENTAL ENTITY VERSION

ATTEST:

Laura D. Prine
City Clerk

The City of El Paso

Renard U. Johnson
Mayor

APPROVED AS TO FORM:

E Gutierrez

Eric Gutierrez
Senior Assistant City Attorney

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ATTACHMENT A
STATEMENT OF WORK

I. PERFORMING AGENCY RESPONSIBILITIES

Performing Agency will:

A. Conduct mobile food vendor (MFV) inspections and complaint investigations within its jurisdiction as assigned by DSHS Consumer Protection Division, issue accurate reports to MFVs using methods and forms provided by the DSHS Consumer Protection Division, and submit inspection reports to DSHS Retail Food Safety Operations within 3 business days of inspection completion and in the manner prescribed by DSHS Retail Food Safety Operations.

Inspection reports must contain:

- Written inspection report utilizing the DSHS 56-Item Inspection Form, DSHS Marking Instructions, and MFV Checklist;
- Photographs of interior and exterior of the unit for identification, plumbing system, and violative conditions or occurrences;
- relevant police, fire, code enforcement, and other local regulatory authority reports, as needed, and through the coordination of the performing agency;
- Other necessary documents, such as driver's license information, commercial driver's license information, vehicle identification number, license plate, etc.; and relevant complaint or investigative disposition and contact information of the owner, including phone number, email, and mailing address, and person-in-charge (PIC), including email and phone number

Inspection reports will be submitted and input utilizing DSHS inspection and licensing software according to the Versa Regulation (VR) for IDM Guide and Iron Data Mobile (IDM) User Guide. Performing agencies that do not meet threshold to utilize IDM, must submit inspection reports to DSHS RFSO for processing and uploading into VersaRegulation. These reports must be in pdf format or scanned physical forms and include all other photographs and required documentation.

B. Ensure personnel conducting inspections perform one of the following:

- Obtain a registered Sanitarian or Registered Sanitarian-in-Training certification with the Texas Department of Licensing and Regulation (TDLR) or
- obtain an Association of Food and Drug Officials (AFDO) Food Safety Regulatory Professional Credential or
- obtain a National Environmental Health Association (NEHA) Certified Professional - Food Safety Credential focused on Food Safety or
- Complete the U.S. Food and Drug Administration Voluntary National Retail

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Food Regulatory Program Standard 2 basic curriculum and field training or

- Provide proof of training and knowledge that demonstrates inspectors' ability to adhere to the statutory and operational requirements of the program as approved by DSHS Retail Food Safety Operations.

C. Comply with the following requirements for MFVs:

- Texas Health and Safety Code (HSC) Chapter 437B, Mobile Food Vendors;
- Texas Health and Safety Code (HSC) Chapter 437, Regulation of food service establishments, retail food stores, mobile food units, and roadside food vendors;
- Texas Administrative Code Title 25, Part 1, Chapter 226 (25 TAC 226) Mobile Food Vendors;
- 25 TAC 228 Texas Food Establishment Rules;
- 25 TAC 229, Subchapter U and
- All DSHS Retail Food Safety Operations guidance documents and policies pertaining to MFVs.

D. Testify in enforcement cases that result in administrative hearings or civil hearings, if such testimony is requested by DSHS Consumer Protection Division.

E. Inspect mobile food vendors within the jurisdiction specified by DSHS:

- Once a year on a routine and randomized basis and
- As needed for pre-licensing, and within the timeframe required by DSHS Consumer Protection Division to adhere to the 14-day inspection requirement specified in HSC 437B.054, with a general requirement of completion within 5 business days of receiving the assigned pre-licensing inspections; and
- If assigned by DSHS RFSO to investigate a complaint or conduct a monitoring/compliance inspection within 3 business days.

F. Participate in training and technical assistance sessions as coordinated by DSHS Consumer Protection Division.

G. Notify DSHS of any violations that pose an imminent health hazard or require escalated enforcement action, such as voluntary closures, detention of products, and emergency suspension orders, within an hour of in-person observation and validation.

H. Investigate reported foodborne illnesses.

I. Complete or document attempts via MFV itineraries provided of at least 50% of expected routine inspections per year.

J. Adhere to Mobile Food Vendor Standard Operating Procedures (SOP) located at Forms and Publications - Retail Food Establishments | Texas DSHS. The SOP may be updated regularly, and the Performing Agency is responsible for keeping track of all updates.

II. SYSTEM AGENCY RESPONSIBILITIES

DSHS Consumer Protection Division will:

A. Assign routine inspections quarterly and on an ongoing basis as appropriate using

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VersaRegulation software.

B. Assign compliance and complaint investigations as necessary and required using VersaRegulation Software.

C. Assign pre-licensing inspections during the application and licensing process using VersaRegulation software.

D. For jurisdictions that do not utilize a software, inspections will be assigned to Performing Agency using email.

E. Endorse inspections and provide dispositions, assign appropriate endorsement categories, and take corresponding follow-up enforcement actions (*e.g.*, Warning Letters, Notices of Violation) in a timely manner.

F. Provide and update appropriate training and guidance documents regarding MFVs to local partners.

G. Pursue appropriate enforcement action in a timely manner, while including local partners in all enforcement information and decisions affecting MFVs operating in their jurisdictions.

H. Maintain and update statewide database on a routine and regular basis.

I. Provide ongoing assistance, guidance, and oversight to performing agency regarding MFV questions, situations, and circumstances that require additional intervention.

J. Perform all compliance and enforcement procedures, processes, and notifications.

K. Provide software license to Performing Agencies. DSHS will provide training on software use.

III. PERFORMANCE MEASURES

System Agency will monitor the Performing Agency's performance of the requirements in this **ATTACHMENT A-3, THIRD REVISED STATEMENT OF WORK,** and compliance with the Contract's terms and conditions.

Performance measures will include:

- Timeliness of inspection completion and report submissions.
- Completion of risk-based inspection procedures and protocols as outlined in the Mobile Food Vendor SOP.
- Quality and accuracy of inspection reports.
- Completeness of complaint and compliance investigation procedures as defined in Mobile Food Vendor Standard Operating Procedures at Forms and Publications - Retail Food Establishments | Texas DSHS.
- Completeness and appropriateness of evidence and documentation through investigation and inspection procedures.
- Communication and rapport building with operators and stakeholders.
- Timeliness and accuracy of invoice submission to DSHS Consumer Protection Division.
- Compliance with training and competency requirements as designated by DSHS.

IV. INVOICE AND PAYMENT

A. INVOICE REQUIREMENTS

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Contractor shall submit to DSHS detailed and accurate invoice(s) to include the information below. Each invoice shall be submitted by email, in the format prescribed by DSHS monthly and not later than 30 calendar days after completion of monthly inspections.

Invoices shall be submitted to:
Invoices@dshs.texas.gov and CMSinvoices@dshs.texas.gov

The invoice shall include, at a minimum:
1. Contractor's name;
2. Remit to address;
3. Federal ID or Texas CPA Payee ID;
4. Accounts receivable telephone number;
5. Contract and/or Purchase Order number;
6. Identification of Services provided;
7. A detailed list of all inspections performed for the time period that includes:
    - Name of Establishment
    - File Number
    - Date of Inspection
    - Type of Inspection (i.e., pre-licensing, routine, monitoring/compliance, or complaint)
    - Address of Inspection
8. Service date(s).

No payment will be remitted under this Contract without submission of detailed, accurate invoices submitted as outlined above.

EMAIL: invoices@dshs.state.tx.us

B. Performing Agency will be paid on a Fee-for-Service/Unit Rate basis and in accordance with the fee schedule listed in **SECTION III(C)** of this **ATTACHMENT A-3, THIRD REVISED STATEMENT OF WORK**. System Agency will make these payments monthly.

C. Inspection reimbursements will be based upon the following:

- **$250.00** for the inspection of a Type I MFV;
- **$350.00** for the inspection of a Type II MFV;
- **$400.00** for the inspection of a Type III MFV; and
- Reimbursements as shown above in (1)-(3) for complaint investigations or monitoring/compliance inspections.
- Performing agencies will be reimbursed monthly; and
- Inspections will be completed by collaborative agreement agencies upon assignment by DSHS Retail Food Safety Operations and as required operationally.

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D. System Agency will pay travel costs associated with the need to testify in escalated enforcement cases that result in administrative hearings or civil hearings if such testimony is requested by the System Agency. Travel costs may include:

- Mileage = approved state reimbursement rate;
- Lodging = State GSA rate;
- Flight/bus/car rental as required by system agency policy;
- Per diem = approved state rate;
- Other expenses as defined and required in System Agency travel policy.

V. DATA SHARING AND CONFIDENTIALITY

Both parties agree to protect any confidential business information or personally identifiable data obtained during inspections as required under state or federal law. All data shall be used solely for code enforcement regulatory purposes and shared in compliance with applicable laws and DSHS guidelines.

VI. EARLY TERMINATION DUE TO PERFORMANCE

If System Agency is made aware of or observes complaints, inconsistencies, or poor performance regarding the Performing Agency's inspection process, inspections reports, and/or other communications with System Agency and/or Public Stakeholders, the System Agency can request a Corrective Action Meeting. The System Agency can request additional Corrective Action Meetings or terminate the agreement if additional issues persist. The Performing Agency will be able to reenter a collaborative agreement after providing documentation of actions that will be performed to correct previous issues or gaps in Performing Agency's implementation.

The System Agency or Performing Agency can request a Corrective Action Meeting if either agency does not meet the agreed upon performance expectations.

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Attachment B

TEXAS
Health and Human Services

Health and Human Services (HHS)

Uniform Terms and Conditions - Governmental Entity

Version 3.3

Published and Effective - November 2023

Responsible Office: Chief Counsel

Docusign Envelope ID: 2723C84D-74C1-41A6-A37C-A702B9AF4CBE

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the Parties, which documents changes to the Contract.

"Contract" means the Signature Document, these Uniform Terms and Conditions, along with any attachments, and any Amendments, purchase orders, and Work Orders that may be issued by the System Agency.

"Deliverables" means the goods, services, Work, and Work Product to be provided to System Agency under the Contract.

"DSHS" means the Department of State Health Services.

"Effective Date" means the date on which the Contract takes effect.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"HHSC" means the Health and Human Services Commission.

"Health and Human Services" or "HHS" includes HHSC and DSHS.

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"Intellectual Property Rights" means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such rights may be evidenced by or embodied in:

i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
iv. domain name registrations; and
v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

"Local Government" means a Texas governmental unit defined under and authorized to enter this contract by Texas Government Code, Chapter 791.

"Parties" means the System Agency and Performing Agency, collectively.

"Party" means either the System Agency or Performing Agency, individually.

"Performing Agency" means the State Agency or Local Government providing the goods or

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services defined in this Contract.

"Receiving Agency" means HHSC or DSHS, as applicable, Agency receiving the benefit of the goods or services provided under this Contract.

"Signature Document" means the document executed by both Parties that sets forth all the documents that constitute the Contract.

"Solicitation" means the document, if any, issued by the System Agency (including any published addenda, exhibits, and attachments) under which the goods or services provided under the Contract were initially requested, which is incorporated by reference for all purposes in its entirety.

"Solicitation Response" means Performing Agency's full and complete response (including any attachments and addenda) to the Solicitation, which is incorporated by reference for all purposes in its entirety.

"State Agency" means a Texas "Agency" as defined under Texas Government Code, Chapter 771.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means the information maintained on the Texas Comptroller of Public Accounts' website relative to travel reimbursements under this Contract, if any.

"System Agency" means HHSC or DSHS, as applicable.

"Third Party IP" means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not a subcontractor.

"Work" means all services to be performed, goods to be delivered, and any appurtenant actions performed, and items produced, conceived, or developed, including Deliverables.

"Work Order" means an individually negotiated document that is executed by both Parties and which authorizes a Project, if any, in an indefinite quantity Contract.

"Work Product" means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the Deliverables, that are developed, produced, generated, or provided by Performing Agency in connection with Performing Agency's performance of its duties under the Contract or through use of any funding provided under this Contract.

1.2 INTERPRETIVE PROVISIONS

A. The meanings of defined terms include the singular and plural forms.

B. The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, or schedule of this Contract unless otherwise specified.

C. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other

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modifications are not prohibited by the terms of this Contract, and (ii) references to any statute, rule, or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, or supplementing the statute or regulation.

D. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
E. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
F. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
G. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
H. Time is of the essence in this Contract.

ARTICLE II. PAYMENT PROVISIONS

2.1 PAYMENT

Payment shall be made in accordance with Government Code, Chapter 771, Government Code, Chapter 791, or Government Code, Chapter 2251.051, as applicable.

2.2 ANCILLARY AND TRAVEL EXPENSES

A. Except as otherwise provided in the Contract, no ancillary expenses incurred by the Performing Agency in connection with its provision of the services or Deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to costs associated with transportation, delivery, and insurance for each Deliverable.
B. When the reimbursement of travel expenses is authorized by the Contract, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller of Public Accounts' *Textravel* guidelines which can currently be accessed at: https://fmx.cpa.texas.gov/fmx/travel/textravel/

2.3 NO QUANTITY GUARANTEES

The System Agency makes no guarantee of volume or usage of Work under this Contract. All Work requested may be on an irregular and as needed basis throughout the Contract term.

2.4 TAXES

Purchases made for State of Texas use are exempt from the State Sales Tax and Federal Excise Tax. Performing Agency represents and warrants that it shall pay all taxes or similar amounts resulting from the Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Performing Agency or its employees. System Agency shall not be liable for any taxes resulting from the contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

The Contract is subject to termination or cancellation, without penalty to the System Agency, either in whole or in part, subject to the availability of state funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency

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becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Performing Agency's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Performing Agency for any damages that are caused or associated with such termination, or cancellation, and System Agency will not be required to give prior notice.

3.2 No DEBT AGAINST THE STATE

This Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBT AND DELINQUENCIES

Performing Agency agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

3.4 REFUNDS AND OVERPAYMENTS

A. At its sole discretion, the System Agency may:
   i. withhold all or part of any payments to Performing Agency to offset overpayments, unallowable or ineligible costs made to the Performing Agency, or if any required financial status report(s) is not submitted by the due date(s); or,
   ii. require Performing Agency to promptly refund or credit - within thirty (30) calendar days of written notice - any funds erroneously paid by System Agency which are not expressly authorized under the Contract.

B. "Overpayments," as used in this Section, include payments:
   i. made by the System Agency that exceed the maximum allowable rates;
   ii. that are not allowed under applicable laws, rules, or regulations; or,
   iii. that are otherwise inconsistent with this Contract, including any unapproved expenditures. Performing Agency understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Performing Agency further understands and agrees that reimbursement of such disallowed costs shall be paid by Performing Agency from funds which were not provided or otherwise made available to Performing Agency under this Contract.

ARTICLE IV. WARRANTY, AFFIRMATIONS, ASSURANCES, AND CERTIFICATIONS

4.1 WARRANTY

Performing Agency warrants that all Work under this Contract shall be completed in a manner consistent with standards under the terms of this Contract, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Contract; and all Deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Performing Agency has failed to complete Work timely or to perform satisfactorily under conditions required by this Contract, the System Agency may require Performing Agency, at its sole expense, to:

   i. Repair or replace all defective or damaged Work;
   ii. Refund any payment Performing Agency received from System Agency for all defective or damaged Work and, in conjunction therewith, require Performing Agency to accept the return of such Work; and,

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iii. Take necessary action to ensure that Performing Agency's future performance and Work conform to the Contract requirements.

4.2 CONTRACT AFFIRMATIONS

Performing Agency certifies that, to the extent Contract Affirmations are incorporated into the Contract under the Signature Document, the Performing Agency has reviewed the Contract Affirmations and that Performing Agency is in compliance with all requirements.

4.3 FEDERAL ASSURANCES

Performing Agency certifies that, to the extent federal assurances are incorporated into the Contract under the Signature Document, the Performing Agency has reviewed the federal assurances and that Performing Agency is in compliance with all requirements.

4.4 FEDERAL CERTIFICATIONS

Performing Agency certifies that, to the extent federal certifications are incorporated into the Contract under the Signature Document, the Performing Agency has reviewed the federal certifications and that Performing Agency is in compliance with all requirements. In addition, Performing Agency certifies that it is and shall remain in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Contract.

ARTICLE V. INTELLECTUAL PROPERTY

5.1 OWNERSHIP OF WORK PRODUCT

A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Performing Agency and Performing Agency's employees will have no rights in or ownership of the Work Product or any other property of System Agency.

B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Performing Agency hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.

C. Performing Agency agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.

D. In the event that Performing Agency has any rights in and to the Work Product that cannot be assigned to System Agency, Performing Agency hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.

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E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Performing Agency. Performing Agency shall provide System Agency access during normal business hours to all Vendor materials, premises, and computer files containing the Work Product.

5.2 PERFORMING AGENCY'S PRE-EXISTING WORKS

A. To the extent that Performing Agency incorporates into the Work Product any works of Performing Agency that were created by Performing Agency or that Performing Agency acquired rights in prior to the Effective Date of this Contract **("Incorporated Pre-existing Works")**, Performing Agency retains ownership of such Incorporated Pre-existing Works.

B. Performing Agency hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.

C. Performing Agency represents, warrants, and covenants to System Agency that Performing Agency has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

5.3 THIRD PARTY IP

A. To the extent that any Third Party IP is included or incorporated in the Work Product by Performing Agency, Performing Agency hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business purposes only,

   i. to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and

   ii. to authorize others to do any or all of the foregoing.

B. Performing Agency shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Performing Agency shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.

C. Performing Agency shall provide System Agency all supporting documentation demonstrating Performing Agency's compliance with this **Section 5.3,** including without limitation documentation indicating a third party's written approval for Performing Agency to use any Third Party IP that may be incorporated in the Work Product.

5.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Performing Agency shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Performing Agency's compliance with Performing Agency's obligations under this **Article V**.

5.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Contract or upon System Agency's request, Performing Agency shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Performing Agency's failure to timely deliver such Work Product is a material breach of the Contract. Performing Agency will not retain any copies of the Work Product or any

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documentation or other products or results of Performing Agency's activities under the Contract without the prior written consent of System Agency.

5.6 SURVIVAL

The provisions and obligations of this **Article V** survive any termination or expiration of the Contract.

5.7 SYSTEM AGENCY DATA

A. As between the Parties, all data and information acquired, accessed, or made available to Performing Agency by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Performing Agency in the course of providing data processing services in connection with Performing Agency's performance hereunder (the **"System Agency Data"),** is owned solely by System Agency.

B. Performing Agency has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Performing Agency to fulfill its obligations under the Contract or as authorized in advance in writing by System Agency.

C. For the avoidance of doubt, Performing Agency is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.

D. Performing Agency shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.

E. Furthermore, the proprietary nature of Performing Agency's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Performing Agency's performance of its obligations hereunder.

ARTICLE VI. PROPERTY

6.1 USE OF STATE PROPERTY

A. Performing Agency is prohibited from using State Property for any purpose other than performing services authorized under the Contract.

B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks *(e.g.*, laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.

C. Performing Agency shall not remove State Property from the continental United States. In addition, Performing Agency may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.

D. Performing Agency shall not perform any maintenance services on State Property unless the Contract expressly authorizes such services.

E. During the time that State Property is in the possession of Performing Agency, Performing Agency shall be responsible for:

i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and

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ii. all charges attributable to Performing Agency's use of State Property that exceeds the Contract scope. Performing Agency shall fully reimburse such charges to System Agency within ten (10) calendar days of Performing Agency's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Contract shall constitute breach of contract and may result in termination of the Contract and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

6.2 DAMAGE TO GOVERNMENT PROPERTY

A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Performing Agency or Performing Agency's employees, agents, Subcontractors, and suppliers, Performing Agency shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.

B. Performing Agency shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Performing Agency shall reimburse System Agency and the State of Texas for such property damage within 10 calendar days after Performing Agency's receipt of System Agency's notice of amount due.

6.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Contract is terminated for any reason, or upon its expiration State Property remains the property of the System Agency and must be returned to the System Agency by the end date of the Contract or upon System Agency's request.

ARTICLE VII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

7.1 RECORD MAINTENANCE AND RETENTION

A. Performing Agency shall keep and maintain under GAAP or **GASB,** as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives all information required to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Performing Agency shall ensure these same requirements are included in all subcontracts.

B. Performing Agency shall maintain and retain legible copies of this Contract and all records relating to the performance of the Contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by Performing Agency for a minimum of seven (7) years after the Contract expiration date or seven (7) years after the completion of all audits, claim, litigation, or dispute matters involving the Contract are resolved, whichever is later. Performing Agency shall ensure these same requirements are included in all subcontracts.

7.2 AGENCY'S RIGHT TO AUDIT

A. Performing Agency shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Performing Agency pertaining to the Contract for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas. Performing Agency shall ensure these same requirements are included in all subcontracts.

B. In addition to any right of access arising by operation of law, Performing Agency and any of

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Performing Agency's affiliate or subsidiary organizations, or subcontractors shall permit the System Agency 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, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. Performing Agency shall permit the System Agency or any of its duly authorized federal, state, or local authorities unrestricted access to and the right to examine all external contracts and/or pricing models or methodologies related to the Contract. Performing Agency shall ensure these same requirements are included in all subcontracts.

C. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, 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.

D. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of oversight, including, but not limited to, reviews, inspections, audits and investigations, Performing Agency shall produce original documents related to this Contract.

E. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings and payments related to the Contract, including those related to a Subcontractor.

F. Performing Agency shall include the System Agency's and any of its duly authorized representatives', as well as duly authorized federal, state, or local authorities, unrestricted right of access to, and examination of, sites and information related to this Contract in any subcontract it awards.

7.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

A. Performing Agency must act to ensure its 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, inspection or investigation of the Contract and the services and Deliverables provided. Any such correction will be at Performing Agency's or its Subcontractor's sole expense. Whether Performing Agency's action corrects the noncompliance shall be solely the decision of the System Agency.

B. As part of the services, Performing Agency must provide to System Agency upon request a copy of those portions of Performing Agency's and its subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Contract.

C. Performing Agency shall include the requirement to provide to System Agency (and any of its duly authorized federal, state or local authorities) internal audit reports related to this Contract in any Subcontract it awards. Upon request by System Agency, Performing Agency shall enforce this requirement against its Subcontractor. Further, Performing Agency shall include in any Subcontract it awards a requirement that all Subcontractor Subcontracts must also include these provisions.

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7.4 STATE AUDITOR'S RIGHT TO AUDIT

A. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract 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.

B. The Performing Agency 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.

C. Performing Agency shall ensure the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

7.5 CONFIDENTIALITY

Performing Agency shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency Data, System Agency's business activities, practices, systems, conditions, and services. This Article VII will survive termination or expiration of this Contract. Further, the obligations of Performing Agency under this Article VII will survive termination or expiration of this Contract. This requirement must be included in all subcontracts awarded by Performing Agency.

ARTICLE VIII. CONTRACT REMEDIES AND EARLY TERMINATION

8.1 CONTRACT REMEDIES

To ensure Performing Agency's full performance of the Contract and compliance with applicable law, the System Agency reserves the right to hold Performing Agency 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 Contract;
ii. requiring the Performing Agency to take specific actions in order to remain in compliance with the Contract;
iii. recouping payments made by the System Agency to the Performing Agency found to be in error;
iv. suspending, limiting, or placing conditions on the Performing Agency's continued performance of Work; or
v. imposing any other remedies, sanctions, or penalties authorized under this Contract or permitted by federal or state law.

8.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Contract, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

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8.3 TERMINATION FOR CAUSE

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

i. **Material Breach**
The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, in its sole discretion, that Performing Agency has materially breached the Contract 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 Performing Agency's duties under the Contract. Performing Agency's misrepresentation in any aspect of Performing Agency's Solicitation Response, if any, or Performing Agency's addition to the System for Award Management (SAM) exclusion list will also constitute a material breach of the Contract.

ii. **Failure to Maintain Financial Viability**
The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Performing Agency no longer maintains the financial viability required to complete the Work, or otherwise fully perform its responsibilities under the Contract.

8.4 PERFORMING AGENCY RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Contract for cause, the Performing Agency shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Performing Agency. These costs include, but are not limited to, the costs of procuring a substitute vendor and the cost of any claim or litigation attributable to Performing Agency's failure to perform any Work in accordance with the terms of the Contract.

ARTICLE IX. GENERAL PROVISIONS

9.1 AMENDMENT

The Contract may only be amended by an Amendment executed by both Parties.

9.2 INSURANCE

A. Unless otherwise specified in this Contract, Performing Agency shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Performing Agency shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Performing Agency shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Performing Agency must produce renewal certificates for each type of coverage.

B. These and all other insurance requirements under the Contract apply to both Performing Agency and its subcontractors, if any. Performing Agency is responsible for ensuring its subcontractors'

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compliance with all requirements.

9.3 LIMITATION ON AUTHORITY

A. The authority granted to Performing Agency by the System Agency is limited to the terms of the Contract.

B. Performing Agency shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Contract; no other authority, power, or use is granted or implied. Performing Agency may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.

C. Performing Agency may not rely upon implied authority and is not granted authority under the Contract to:

i. Make public policy on behalf of the System Agency;

ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or

iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or the Contract. However, upon System Agency request and with reasonable notice from System Agency to the Performing Agency, the Performing Agency shall assist the System Agency in communications and negotiations regarding the Work under the Contract with state and federal governments.

9.4 LEGAL OBLIGATIONS

Performing Agency shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Performing Agency shall be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

9.5 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

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

9.6 E-VERIFY PROGRAM

Performing Agency certifies that for contracts for services, Performing Agency shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the Contract to determine the eligibility of:

i. all persons employed by Performing Agency to perform duties within Texas; and

ii. all persons, including subcontractors, assigned by the Performing Agency to perform Work pursuant to the Contract within the United States of America.

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9.7 PERMITTING AND LICENSURE

At Performing Agency's sole expense, Performing Agency shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by Performing Agency to provide the goods or services required by this Contract. Performing Agency shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Performing Agency shall be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

9.8 SUBCONTRACTORS

Performing Agency may not subcontract any or all of the Work and/or obligations under the Contract without prior written approval of the System Agency. Subcontracts, if any, entered into by the Performing Agency shall be in writing and be subject to the requirements of the Contract. Should Performing Agency subcontract any of the services required in the Contract, Performing Agency expressly understands and acknowledges that in entering into such subcontract(s), System Agency is in no manner liable to any subcontractor(s) of Performing Agency. In no event shall this provision relieve Performing Agency of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Contract.

9.9 INDEPENDENT PERFORMING AGENCY

Performing Agency and Performing Agency's employees, representatives, agents, subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Contract. Neither Performing Agency nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf Performing Agency shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Performing Agency and System Agency.

9.10 GOVERNING LAW AND VENUE

This Contract 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 the Contract 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 the System Agency.

9.11 SEVERABILITY

If any provision of the Contract 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 Contract. It is the intent and agreement of the Parties this Contract 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 Contract will continue in full force and effect.

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9.12 SURVIVABILITY

Expiration or termination of the Contract for any reason does not release Performing Agency from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

9.13 FORCE MAJEURE

Neither Party shall be liable to the other for any delay in, or failure of performance of, any requirement included in the Contract 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.

9.14 DISPUTE RESOLUTION

A. 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 Contract. If the Performing Agency's claim for breach of contract cannot be resolved informally with the System Agency, the claim shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Performing Agency shall submit written notice, as required by Chapter 2260, to the individual identified in the Contract 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 §2260.051 of the Texas Government Code. Compliance by the Performing Agency with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

B. The contested case process provided in Chapter 2260 is the Performing Agency's sole and exclusive process for seeking a remedy for an alleged breach of contract by the System Agency if the Parties are unable to resolve their disputes as described above.

C. Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by the System Agency, the Performing Agency 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. However, the Performing Agency may suspend performance during the pendency of such claim or dispute if the Performing Agency has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

9.15 NO IMPLIED WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Performing Agency which 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.

9.16 MEDIA RELEASES

A. Performing Agency shall not use System Agency's name, logo, or other likeness in any press release, marketing material, or other announcement without System Agency's prior written

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approval. System Agency does not endorse any vendor, commodity, or service. Performing Agency is not authorized to make or participate in any media releases or public announcements pertaining to this Contract or the services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.

B. Performing Agency may publish, at its sole expense, results of Performing Agency performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.17 NO MARKETING ACTIVITIES

Performing Agency is prohibited from using the Work for any Performing Agency or third-party marketing, advertising, or promotional activities, without the prior written consent of System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Performing Agency's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Performing Agency as part of the Work.

9.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Performing Agency shall not require any employees or subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.19 SOVEREIGN IMMUNITY

Nothing in the Contract shall be construed as a waiver of the System Agency's or the State's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency 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 the System Agency or the State of Texas under the Contract 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. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.

9.20 ENTIRE CONTRACT AND MODIFICATION

This Contract 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 Contract will be harmonized with this Contract to the extent possible.

9.21 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

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9.22 CIVIL RIGHTS

A. Performing Agency shall comply with all applicable state and federal anti-discrimination laws, including:
   i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, *et seq.)*;
   ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101, *et seq.)*;
   iv. Age Discrimination Act of 1975 (42 U.S.C. §6101, *et seq.)*;
   v. Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, *et seq.)*;
   vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011, *et seq.)*; and
   vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

B. Performing Agency shall comply with all amendments to these laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any service or other benefit provided by Federal or State funding, or otherwise be subjected to discrimination.

C. Performing Agency shall comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a Performing Agency from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require Performing Agency to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Performing Agency shall take reasonable steps to provide services and information, both orally and in writing and electronically, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

D. Performing Agency shall post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications

E. Performing Agency shall comply with Section 504 of the Rehabilitation Act of 1973 and its implementing regulations at 28 CFR Subpart G § 42.503, and Americans with Disabilities Act of 1990 and its implementing regulations at 28 CFR Subpart B §35.130 which includes requiring Performing Agency to make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless the Performing Agency can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity.

F. Performing Agency shall comply with federal regulations regarding equal treatment for faith-based organizations under 45 C.F.R. Part 87 or 7 C.F.R. Part 16, as applicable. Performing Agency shall not discriminate against clients or prospective clients on the basis of religion or religious belief and shall provide written notice to beneficiaries of their rights.

G. Upon request, Performing Agency shall provide the HHSC Civil Rights Office with copies of the Performing Agency's civil rights policies and procedures.

H. Performing Agency must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. This notice must be directed to:

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HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885

9.23 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

Performing Agency shall conform to HHS standards for data management as described by the policies of the HHS Chief Data and Analytics Officer. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

9.24 DISCLOSURE OF LITIGATION

A. The Performing Agency must disclose in writing to the contract manager assigned to this Contract any material civil or criminal litigation or indictment either threatened or pending involving the Performing Agency. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Performing Agency must also disclose any material litigation threatened or pending involving subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Contract or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the Performing Agency's financial condition.
B. This is a continuing disclosure requirement; any litigation commencing after Contract Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

9.25 NO THIRD-PARTY BENEFICIARIES

The Contract is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Contract as a third-party beneficiary or otherwise.

9.26 BINDING EFFECT

The Contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees, and delegates.

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Attachment C

DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES SYSTEM
AND
CONTRACTOR

This Data Use Agreement ("DUA") is effective as of the date of the Base Contract into which it is incorporated ("Effective Date"), by and between the Texas Health and Human Services System, which includes the Texas Health and Human Services Commission and the Department of State Health Services ("HHS") and Contractor (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate access to, creation, receipt, maintenance, use, disclosure or transmission of Confidential Information with Contractor, and describe Contractor's rights and obligations with respect to the Confidential Information and the limited purposes for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information. This DUA also describes HHS's remedies in the event of Contractor's noncompliance with its obligations under this DUA. This DUA applies to both HHS business associates, as "business associate" is defined in the Health Insurance Portability and Accountability Act (HIPAA), and contractors who are not business associates, who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract. As a best practice, HHS requires its contractors to comply with the terms of this DUA to safeguard all types of Confidential Information.

As of the Effective Date of this DUA, if any provision of the Base Contract conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the following meanings:

"Authorized Purpose" means the specific purpose or purposes described in the Base Contract for Contractor to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom Contractor warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Breach" means an impermissible use or disclosure of electronic or non-electronic sensitive personal information by an unauthorized person or for an unauthorized purpose that compromises the security or

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privacy of Confidential Information such that the use or disclosure poses a risk of reputational harm, theft of financial information, identity theft, or medical identity theft. Any acquisition, access, use, disclosure or loss of Confidential Information other than as permitted by this DUA shall be presumed to be a Breach unless Contractor demonstrates, based on a risk assessment, that there is a low probability that the Confidential Information has been compromised.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

(1) Education records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 C.F.R. Part 99

(2) Federal Tax Information as defined in Internal Revenue Code §6103 and Internal Revenue Service Publication 1075;

(3) Personal Identifying Information (PII) as defined in Texas Business and Commerce Code, Chapter 521;

(4) Protected Health Information (PHI) in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information as defined in 45 C.F.R. §160.103;

(5) Sensitive Personal Information (SPI) as defined in Texas Business and Commerce Code, Chapter 521;

(6) Social Security Administration Data, including, without limitation, Medicaid information means disclosures of information made by the Social Security Administration or the Centers for Medicare and Medicaid Services from a federal system of records for administration of federally funded benefit programs under the Social Security Act, 42 U.S.C., Chapter 7;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Destroy", "Destruction", for Confidential Information, means:

(1) Paper, film, or other hard copy media have been shredded or destroyed such that the Confidential Information cannot be read or otherwise cannot be reconstructed. Redaction is specifically excluded as a means of data destruction.

(2) Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization," such that the Confidential Information cannot be retrieved.

"Discover, Discovery" means the first day on which a Breach becomes known to Contractor, or, by exercising reasonable diligence would have been known to Contractor.

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"Legally Authorized Representative" of an individual, including as provided in 45 CFR 435.923 (authorized representative); 45 CFR 164.502(g)(l) (personal representative); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164 (medical power of attorney); and Texas Estates Code § 22.031 (representative).

"Required by Law" means a mandate contained in law that compels an entity to use or disclose Confidential Information that is enforceable in a court of law, including court orders, warrants, subpoenas or investigative demands.

"Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

"Workforce" means employees, volunteers, trainees or other persons whose performance of work is under the direct control of a party, whether or not they are paid by that party.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 Obligations of Contractor

Contractor agrees that:

(A) With respect to PHI, Contractor shall:

(1) Make PHI available in a designated record set if requested by HHS, if Contractor maintains PHI in a designated record set, as defined in HIPAA.

(2) Provide to HHS data aggregation services related to the healthcare operations Contractor performs for HHS pursuant to the Base Contract, if requested by HHS, if Contractor provides data aggregation services as defined in HIPAA.

(3) Provide access to PHI to an individual who is requesting his or her own PHI, or such individual's Legally Authorized Representative, in compliance with the requirements of HIPAA.

(4) Make PHI available to HHS for amendment, and incorporate any amendments to PHI that HHS directs, in compliance with HIPAA.

(5) Document and make available to HHS, an accounting of disclosures in compliance with the requirements of HIPAA.

(6) If Contractor receives a request for access, amendment or accounting of PHI by any individual, promptly forward the request to HHS or, if forwarding the request would violate HIPAA, promptly notify HHS of the request and of Contractor's response. HHS will respond to all such requests, unless Contractor is Required by Law to respond or HHS has given prior written consent for Contractor to respond to and account for all such requests.

(B) With respect to ALL Confidential Information, Contractor shall:

(1) Exercise reasonable care and no less than the same degree of care Contractor uses to protect its own confidential, proprietary and trade secret information to prevent Confidential Information from being used in a manner that is not expressly an Authorized Purpose or as Required by Law. Contractor will access, create, maintain, receive, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses.

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(2) Establish, implement and maintain appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, in accordance with applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as Contractor has such Confidential Information in its actual or constructive possession.

(3) Implement, update as necessary, and document privacy, security and Breach notice policies and procedures and an incident response plan to address a Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Base Contract. Contractor shall produce, within three business days of a request by HHS**,** copies of its policies and procedures and records relating to the use or disclosure of Confidential Information.

(4) Obtain HHS's prior written consent to disclose or allow access to any portion of the Confidential Information to any person, other than Authorized Users, Workforce or Subcontractors of Contractor who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Breach to Contractor's management and as permitted in Section 3.0l(A)(3), above. Contractor shall produce evidence of completed training to HHS upon request. HHS, at its election, may assist Contractor in training and education on specific or unique HHS processes, systems and/or requirements. All of Contractor's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources.

(5) Establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. Contractor shall maintain evidence of sanctions and produce it to HHS upon request.

(6) Obtain prior written approval of HHS, to disclose or provide access to any Confidential Information on the basis that such act is Required by Law, so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, Contractor shall refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief.

(7) Certify that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose and that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. Contractor and its Subcontractors shall maintain at all times an updated, complete, accurate list of Authorized Users and supply it to HHS upon request.

(8) Provide, and shall cause its Subcontractors and agents to provide, to HHS periodic written confirmation of compliance with controls and the terms and conditions of this DUA.

(9) Return to HHS or Destroy, at HHS's election and at Contractor's expense, all Confidential Information received from HHS or created or maintained by Contractor or any of Contractor's agents or Subcontractors on HHS's behalf upon the termination or expiration of this DUA, if reasonably feasible and permitted by law. Contractor shall certify in writing to HHS that all such Confidential Information has been Destroyed or returned to HHS, and that Contractor and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, Contractor acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is

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impermissible by law, Contractor shall immediately notify HHS of the reasons such return or Destruction is not feasible and agree to extend the protections of this DUA to the Confidential Information for as long as Contractor maintains such Confidential Information.

(10) Complete and return with the Base Contract to HHS, attached as Attachment 2 to this DUA, the HHS Security and Privacy Initial Inquiry (SPI) at https://hhs.texas.gov/laws-regulations/forms/miscellaneous/hhs-information-security-privacy-initial-inquiry-spi. The SPI identifies basic privacy and security controls with which Contractor must comply to protect Confidential Information. Contractor shall comply with periodic security controls compliance assessment and monitoring by **HHS** as required by state and federal law, based on the type of Confidential Information Contractor creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. Contractor's security controls shall be based on the National Institute of Standards and Technology **(NIST)** Special Publication 800-53. Contractor shall update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and shall provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements.

(11) Comply with the HHS Acceptable Use Policy (AUP) and require each Subcontractor and Workforce member who has direct access to HHS Information Resources, as defined in the AUP, to execute an HHS Acceptable Use Agreement.

(12) Only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or encryption at an appropriate level as required by rule, regulation or law. Confidential Information *at rest* requires encryption unless there is adequate administrative, technical, and physical security as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information shall be through secure systems. Contractor shall provide proof of system, media or device security and/or encryption to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit, or the Discovery of a Breach. HHS may also request production of proof of security at other times as necessary to satisfy state and federal monitoring requirements. Deidentification of Confidential Information in accordance with HIPAA de-identification standards is deemed secure.

(13) Designate and identify a person or persons, as Privacy Official and Information Security Official, each of whom is authorized to act on behalf of Contractor and is responsible for the development and implementation of the privacy and security requirements in this DUA. Contractor shall provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. Upon written notice from HHS, Contractor shall promptly remove and replace such official(s) if such official(s) is not performing the required functions.

(14) Make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, Confidential Information in accordance with applicable laws, regulations or demands of a regulatory authority relating to Confidential Information. Contractor shall provide such information in a time and manner reasonably agreed upon or as designated by the applicable law or regulatory authority.

(15) Comply with the following laws and standards *if* ***applicable to the type of Confidential Information and Contractor's Authorized Purpose:***

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- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 17-12;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- Internal Revenue Publication 1075 - Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 - An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A - Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 - Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI;
- Family Educational Rights and Privacy Act
- Texas Business and Commerce Code Chapter 521
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that Contractor supports on behalf of HHS.

(16) Be permitted to use or disclose Confidential Information for the proper management and administration of Contractor or to carry out Contractor's legal responsibilities, except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, if:

(a) Disclosure is Required by Law;

(b) Contractor obtains reasonable assurances from the person to whom the information is disclosed that the person shall:

1. Maintain the confidentiality of the Confidential Information in accordance with this DUA;

2. Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the person; and

3. Notify Contractor in accordance with Section 4.01 of a Breach of Confidential Information that the person Discovers or should have Discovered with the exercise of reasonable diligence.

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(C) With respect to ALL Confidential Information, Contractor shall NOT:

(1) Attempt to re-identify or further identify Confidential Information that has been deidentified or attempt to contact any persons whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS.

(2) Engage in prohibited marketing or sale of Confidential Information.

(3) Permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of HHS without requiring that Subcontractor first execute either the Form Subcontractor Agreement, Attachment 1, or Contractor's own Subcontractor agreement that ensures that the Subcontractor shall comply with the same safeguards and restrictions contained in this DUA for Confidential Information. Contractor is directly responsible for its Subcontractors' compliance with, and enforcement of, this DUA.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Cooperation and Financial Responsibility.

(A) Contractor shall, at Contractor's expense, cooperate fully with HHS in investigating, mitigating to the extent practicable, and issuing notifications as directed by HHS, for any Breach of Confidential Information.

(B) Contractor shall make Confidential Information in Contractor's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach.

(C) Contractor's obligation begins at the Discovery of a Breach and continues as long as related activity continues, until all effects of the Breach are mitigated to HHS's satisfaction (the "incident response period").

Section 4.02. Initial Breach Notice.

For federal information *obtained from a federal system of records*, including Federal Tax Information and Social Security Administration Data (which includes Medicaid and other governmental benefit program Confidential Information), Contractor shall notify HHS of the Breach within the first consecutive clock hour of Discovery. The Base Contract shall specify whether Confidential Information is obtained from a federal system of records. For all other types of Confidential Information Contractor shall notify HHS of the Breach not more than 24 hours after Discovery, *or in a timeframe otherwise approved by HHS in writing.* Contractor shall initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for the Base Contract.

Contractor shall report all information reasonably available to Contractor about the Breach.

Contractor shall provide contact information to HHS for Contractor's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

Section 4.03 Third Business Day Notice: No later than 5 p.m. on the third business day after Discovery, or a time within which Discovery reasonably should have been made by Contractor of a Breach of Confidential Information, Contractor shall provide written notification to HHS of all reasonably available information about the Breach, and Contractor's investigation, including, to the extent known to Contractor:

a. The date the Breach occurred;

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b. The date of Contractor's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Breach, including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of Contractor's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all individuals reasonably believed to be affected, including first and last name of the individual and if applicable, the Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method;

g. Contractor's initial risk assessment of the Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. Contractor's recommendation for HHS's approval as to the steps individuals and/or Contractor on behalf of individuals, should take to protect the individuals from potential harm, including Contractor's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an individual with special capacity or circumstances;

i. The steps Contractor has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps Contractor has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Breach;

k. Identify, describe or estimate of the persons, Workforce, Subcontractor, or individuals and any law enforcement that may be involved in the Breach;

l. A reasonable schedule for Contractor to provide regular updates regarding response to the Breach, but no less than every three (3) business days, or as otherwise directed by HHS in writing, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to a Breach that HHS requests following Discovery.

Section 4.04. Investigation, Response and Mitigation.

(A) Contractor shall immediately conduct a full and complete investigation, respond to the Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) Contractor shall complete or participate in a risk assessment as directed by HHS following a Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

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(C) Contractor shall fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, persons and/or individuals about the Breach.

(D) Contractor shall fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.05. Breach Notification to Individuals and Reporting to Authorities.

(A) HHS may direct Contractor to provide Breach notification to individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) Contractor must comply with all applicable legal and regulatory requirements in the time, manner and content of any notification to individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. Notice letters will be in Contractor's name and on Contractor's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of Contractor's representative, an email address and a toll-free telephone number, for the individual to obtain additional information.

(C) Contractor shall provide HHS with draft notifications for HHS approval prior to distribution and copies of distributed and approved communications.

(D) Contractor shall have the burden of demonstrating to the satisfaction of HHS that any required notification was timely made. If there are delays outside of Contractor's control, Contractor shall provide written documentation to HHS of the reasons for the delay.

(E) If HHS directs Contractor to provide notifications, HHS shall, in the time and manner reasonably requested by Contractor, cooperate and assist with Contractor's information requests in order to make such notifications.

ARTICLE 5. GENERAL PROVISIONS

Section 5.01 Ownership of Confidential Information

Contractor acknowledges and agrees that the Confidential Information is and shall remain the property of HHS. Contractor agrees it acquires no title or rights to the Confidential Information.

Section 5.02 HHS Commitment and Obligations

HHS will not request Contractor to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 5.03 HHS Right to Inspection

At any time upon reasonable notice to Contractor, or if HHS determines that Contractor has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of Contractor to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General, the Office of the Attorney General of Texas, the State Auditor's Office, outside consultants, legal counsel or other designee.

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Section 5.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which Contractor executes the Base Contract and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended, this DUA is extended to run concurrent with the Base Contract.

(A) If HHS determines that Contractor has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require Contractor to submit to a corrective action plan, including a plan for monitoring and plan for reporting as **HHS** may determine necessary to maintain compliance with this DUA; or

(3) Provide Contractor with a reasonable period to cure the violation as determined by **HHS;** or

(4) Terminate the DUA and Base Contract immediately and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to Contractor describing the violation and the action it intends to take.

(B) If neither termination nor cure is feasible, HHS shall report the violation to the applicable regulatory authorities.

(C) The duties of Contractor or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 5.05 Injunctive Relief

(A) Contractor acknowledges and agrees that HHS may suffer irreparable injury if Contractor or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) Contractor further agrees that monetary damages may be inadequate to compensate HHS for Contractor's or its Subcontractor's failure to comply. Accordingly, Contractor agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 5.06 Indemnification

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, Contractor shall indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of HHS' Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by Contractor or its employees, directors, officers,

Docusign Envelope ID: 2723C84D-74C1-41A6-A37C-A702B9AF4CBE

Subcontractors, or agents or other members of Contractor's Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure. Upon demand, Contractor shall reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including costs of required notices, investigation, and mitigation of a Breach, fines or penalties imposed on an Indemnified Party by a regulatory authority, and reasonable attorneys' fees) which may be imposed upon any Indemnified Party to the extent caused by and which results from the Contractor's failure to meet any of its obligations under this DUA. Contractor's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 5.07 Insurance

(A) As a governmental entity, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will either require that the policy name HHS as an additional insured or assign any payments from the insurer related to CONTRACTOR's liability arising under this DUA directly to HHS. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) Contractor shall provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 5.08 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 5.09 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to any law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on **HHS** and/or Contractor remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and Contractor to comply with laws applicable to Confidential Information.

Section 5.10 Notices; Requests for Approval

All notices and requests for approval related to this DUA must be directed to the HHS Chief Privacy Officer at privacy@hhsc.state.tx.us.

Docusign Envelope ID: 2723C84D-74C1-41A6-A37C-A702B9AF4CBE

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER HHS001719600035

The DUA between HHS and Contractor establishes the permitted and required uses and disclosures of Confidential Information by Contractor.

Contractor has subcontracted with _____ (Subcontractor) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. Subcontractor acknowledges, understands and agrees to be bound by the same terms and conditions applicable to Contractor under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. Contractor and Subcontractor agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right, but not the obligation, to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

Contractor and Subcontractor assure HHS that any Breach as defined by the DUA that Subcontractor Discovers shall be reported to **HHS** by Contractor in the time, manner and content required by the DUA.

If Contractor knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by Subcontractor that constitutes a material breach or violation of the DUA or the Subcontractor's obligations, Contractor shall:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with Subcontractor, if feasible;
3. Notify HHS immediately upon Discovery of the pattern of activity or practice of Subcontractor that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps Contractor is taking to cure or end the violation or terminate Subcontractor's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR	**SUBCONTRACTOR**
BY: _____	**BY:** _____
NAME: _____	**NAME:** _____
TITLE: _____	**TITLE:** _____
DATE: _____	**DATE:** _____

Certificate Of Completion

Envelope Id: 2723C84D-74C1-41A6-A37C-A702B9AF4CBE
Status: Sent
Subject: Please Docusign: $357,347.00, HHS001719600035, City of El Paso DPH, Base, CP/MFV
Source Envelope:
Document Pages: 41
Signatures: 0
Envelope Originator:
Certificate Pages: 2
Initials: 0
CMS Internal Routing Mailbox
AutoNav: Enabled
11493 Sunset Hills Road
EnvelopeId Stamping: Enabled
#100
Time Zone: (UTC-06:00) Central Time (US & Canada)
Reston, VA 20190
CMS.InternalRouting@dshs.texas.gov
IP Address: 167.137.1.13

Record Tracking

Status: Original
4/13/2026 8:23:19 AM
Holder: CMS Internal Routing Mailbox
CMS.InternalRouting@dshs.texas.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Arthur S. Alvarado alvaradoa@elpasotexas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 4/13/2026 8:34:05 AM
Susana Garcia Susana.Garcia@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Patty Melchior patty.melchior@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Timothy Stevenson timothy.stevenson@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Anthony Morales MoralesA@elpasotexas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/13/2026 8:34:04 AM Viewed: 4/13/2026 10:33:06 AM
CMS Internal Routing Mailbox CMS.InternalRouting@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Maria Acuna maria.acuna@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Kendall Vela Kendall.vela@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/13/2026 8:34:05 AM

Payment Events	Status	Timestamps

File #: 26-0700, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

Districts 1, 2, 3, 4, 7, 8
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 Agenda Summary Form

City Clerk

Submitted On: Jun 10, 2026, 11:35AM EDT

Department / Council Office	Environmental Services Department
Agenda Date	June 23, 2026
Public Hearing Date	
Email of User Submitting Form	moralesbn@elpasotexas.gov
Contact Person	Nicholas Ybarra 915-212-6000
2nd Contact Person	
District(s) Affected	District 1 District 2 District 3 District 4 District 7 District 8
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 $20.00/hour/person General Service Work $14.00/hour/person Bobcat $19.00/hour each Bushmaster $4.50/hour each Graball $30.00/hour each Hand Tools $5.00/hour each Leaf Blower $3.00/hour each Weedeater $3.00/hour each Bucket Loader $54.00/hour each Chain Saw $3.00/hour each Dump Truck $27.50/hour each Lawnmower $4.00/hour each Rear Loader $27.50/hour each Rolloff $17.00/hour each Slope Mower $55.00/hour each Tractor Trailer $32.50/hour each Large Lot Disposal $26.00 – Landfill charge Small Lot Disposal $16.00 - Landfill charge $159.00 is also added to the invoice as a court fee once it progresses to the lien stage. Cases are initiated by either Code Enforcement patrol or a citizen complaint. ESD takes action after Code's involvement and multiple attempts to obtain compliance from the property owner.
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.
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	N/A
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Nicholas Ybarra

ATTACHMENT A

SOLID WASTE LIENS

June 23, 2026

Address	Owner of Record	Amount	District
222 COATES DR	ESCOBEDO MARIA SOCORRO & ESCOBEDO BLANCA	$1,291.00	1
125 S MARYLAND ST	VASQUEZ REBECCA	$563.00	2
2601 LOUISVILLE AVE	VASQUEZ LETICIA V	$360.00	2
4524 SIERRA VISTA DR	EVANS ELIZABETH EVANS LUIS	$503.50	2
5573 JOYCE CIR	HAGGERTY PATRICK B	$1,091.50	2
7821 MONTERREY DR	RIOS ELVIA	$408.00	3
5308 MICKEY MANTLE AVE	ELLIOTT TODD	$376.00	4
250 LONG HORN CT	SMITH TRAVIS L	$401.00	7
8124 COOK DR	VASQUEZ MANUEL & FELICITA	$464.50	7
801 UPSON DR	RUIZ LEOBARDO & ROSALINDA	$393.00	8
1014 S ST VRAIN ST	ZAMARRIPA GABRIELA & GUSTAVO & 1	$409.00	8

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ESCOBEDO MARIA SOCORRO & ESCOBEDO BLANCA, 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:

> 222 Coates Dr, more particularly described as S A & M G RR SURV 265 ABST 178 TR 3-B (0.344 AC), City of El Paso, El Paso County, Texas, PID #X265-999-S000-4300

to be $1291.00, 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 August, 2023, 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 ONE THOUSAND TWO HUNDRED NINETY ONE AND 00/100 DOLLARS ($1,291.00) 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 P. 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, VASQUEZ REBECCA, 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:

> 125 S Maryland St, more particularly described as E COLLINGSWORTH S 50 FT OF E 105 FT OF 16, City of El Paso, El Paso County, Texas, PID #C730-999-000E-8200

to be $563.00, 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 January, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED SIXTY THREE AND 00/100 DOLLARS ($563.00) 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, VASQUEZ LETICIA 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:

> 2601 Louisville Ave, more particularly described as Lots 15 & 16 (6000 Sq Ft), Block 96, Highland Park Subdivision, City of El Paso, El Paso County, Texas, PID #H453-999-0960-7100

to be $360.00, 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 June, 2023, 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 SIXTY AND 00/100 DOLLARS ($360.00) 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, EVANS ELIZABETH EVANS LUIS, 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:

> 4524 Sierra Vista Dr, more particularly described as Lot 2 Ft Of 2 & W 58 Ft Of 3 (6600 Sq Ft), Block 2, Britton Davis E Subdivision, City of El Paso, El Paso County, Texas, PID #B751-999-0020-1100

to be $503.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 27th day of June, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED THREE AND 50/100 DOLLARS ($503.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 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, HAGGERTY PATRICK B, 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:

> 5573 Joyce Cir, more particularly described as Lot 10 (6766.60 Sq Ft), Block 10, Beaumont Subdivision, City of El Paso, El Paso County, Texas, PID #B300-999-0100-1900

to be $1091.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 23rd day of May, 2023, 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 ONE THOUSAND NINETY ONE AND 50/100 DOLLARS ($1091.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 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, RIOS ELVIA, 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:

> 7821 Monterrey Dr, more particularly described as Lot 6 (5775 Sq Ft), Block 3, Hervey Place Subdivision, City of El Paso, El Paso County, Texas, PID #H333-999-0030-2100

to be $408.00, 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 26th day of April, 2023, 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 EIGHT AND 00/100 DOLLARS ($408.00) 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, ELLIOTT TODD, 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:

> 5308 Mickey Mantle Ave, more particularly described as Lot 3 (4959.95 Sq Ft), Block 14, Cooperstown Subdivision, City of El Paso, El Paso County, Texas, PID #C762-999-0140-0300

to be $376.00, 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 26th day of April, 2023, 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 SEVENTY SIX AND 00/100 DOLLARS ($376.00) 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, SMITH TRAVIS L, 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:

> 250 Long Horn Ct, more particularly described as LONG HORN PARK TR 28 (8381.40 Sq Ft), City of El Paso, El Paso County, Texas, PID #L647-999-0010-5500

to be $401.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of January, 2021, and approves the costs described herein.

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 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, VASQUEZ MANUEL & FELICITA, 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:

> 8124 Cook Dr, more particularly described as Tr 396 (7593 Sq Ft), Loma Terrace #5-A Subdivision, City of El Paso, El Paso County, Texas, PID #L547-999-001C-9500

to be $464.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 2nd day of May, 2023, 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 SIXTY FOUR AND 50/100 DOLLARS ($464.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 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, RUIZ LEOBARDO & ROSALINDA, 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:

> 801 Upson Dr, more particularly described as Lots 13 & 14 (6009 Sq Ft), Block 24, Sunsest Heights Subdivision, City of El Paso, El Paso County, Texas, PID #S979-999-0240-2900

to be $393.00, 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 16th day of March, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED NINETY THREE AND 00/100 DOLLARS ($393.00) 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, ZAMARRIPA GABRIELA & GUSTAVO & 1, 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:

> 1014 S St Vrain St, more particularly described as Lot 17 (3000 Sq Ft), Block 31, Magoffin Subdivision, City of El Paso, El Paso County, Texas, PID #M028-999-0310-8500

to be $409.00, 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 1st day of September, 2020, 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 NINE AND 00/100 DOLLARS ($409.00) 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 23, 2026

Address	Owner of Record	Amount	District
222 COATES DR	ESCOBEDO MARIA SOCORRO & ESCOBEDO BLANCA	$1,291.00	1
125 S MARYLAND ST	VASQUEZ REBECCA	$563.00	2
2601 LOUISVILLE AVE	VASQUEZ LETICIA V	$360.00	2
4524 SIERRA VISTA DR	EVANS ELIZABETH EVANS LUIS	$503.50	2
5573 JOYCE CIR	HAGGERTY PATRICK B	$1,091.50	2
7821 MONTERREY DR	RIOS ELVIA	$408.00	3
5308 MICKEY MANTLE AVE	ELLIOTT TODD	$376.00	4
250 LONG HORN CT	SMITH TRAVIS L	$401.00	7
8124 COOK DR	VASQUEZ MANUEL & FELICITA	$464.50	7
801 UPSON DR	RUIZ LEOBARDO & ROSALINDA	$393.00	8
1014 S ST VRAIN ST	ZAMARRIPA GABRIELA & GUSTAVO & 1	$409.00	8

File #: 26-0732, **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
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 lien (demolition) listed below be approved:

Address	Owner of Record	Amount	District
149 DAVIS DR	TORRES FELIX M	$28,907.32	7

City of El Paso Agenda Summary Form

City Clerk

Submitted On: Jun 8, 2026, 06:22AM EDT

Department / Council Office	Environmental Services Department
Agenda Date	June 23, 2026
Public Hearing Date	
Email of User Submitting Form	moralesbn@elpasotexas.gov
Contact Person	Nicholas Ybarra 915-212-6000
2nd Contact Person	
District(s) Affected	District 7
Agenda Item	That the Solid Waste liens (demolition) on the attachment posted with this agenda be approved (see Attachment B).
Issue Statement	ESD is posting the solid waste liens to recoup costs associated with property demolitions performed by the Department's staff when the property owner has been notified by the BSC 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	Liens are placed after the Building Standards Commission orders a property owner to clean and secure a property; having failed to do so, the Building Official orders demolition of the property. Liens are placed to recoup the costs of vacating the building if necessary, securing and maintaining the building as secure until the building is repaired or demolished, and disposing of the rubbish after demolition. This was a demolition performed at the direction of the Building and Standards Commission. The BSC meeting occurred on 5/17/22 for 149 Davis.
Council Options	1. Approve the resolution 2. Decline approval, and direct staff to come back with more information related to property demolition
Committee Review and/or Recommendation	BSC meeting occurred 5/17/22.
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 the Building Standards Commission, followed by ESD.
Related City Policies	Properties found to be out of compliance with code may be abated through the City's demolition contract managed by CID, 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 or demolition by ESD at different addresses.
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	N/A
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Nicholas Ybarra 915-212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, TORRES FELIX M, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the ENVIRONMENTAL SERVICES DEPARTMENT, under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; 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:

> 149 Davis Dr, more particularly described as Lot 3 & E 10.4 Ft Of 2, Block 16, West Ysleta Subdivision, City of El Paso, El Paso County, Texas, PID #W142-999-0160-4600

to be $28,907.32, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 31st day of August, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount TWENTY EIGHT THOUSAND NINE HUNDRED SEVEN AND 32/100 DOLLARS ($28,907.32) 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:

_____
Wendi N. Vineyard
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

File #: 26-0759, **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 Josh Acevedo, (915) 212-0002

AGENDA LANGUAGE:

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

Cynthia Renteria to the Historic Landmark Commission by Representative Josh Acevedo, District 2.

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 #: 26-0738, **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
Office of Management and Budget, Sasho Andonoski, (915) 212-1092

AGENDA LANGUAGE:

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

For notation only, P-Card Transactions for the period of April 21, 2026 to May 20, 2026 Special Projects, and Discretionary fund expenditures for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

City of El Paso Agenda Summary Form

City Clerk

Submitted On: Jun 8, 2026, 06:02PM EDT

Department / Council Office	Office of Management and Budget
Agenda Date	June 23, 2026
Public Hearing Date	
Email of User Submitting Form	growdenkm@elpasotexas.gov
Contact Person	Sasho Andonoski, (915) 212 - 1092
2nd Contact Person	
District(s) Affected	All Districts
Agenda Item	For notation only, P-Card Transactions for the period of April 21, 2026 to May 20, 2026 Special Projects, and Discretionary fund expenditures for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.
Issue Statement	This agenda item is to provide the Council an update on the P-Card Transactions for the period of April 21, 2026 – May 20, 2026, Special Projects, and Discretionary fund expenditures for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.
Background	N/A
Council Options	Take no action, No MOTION needed.
Committee Review and/or Recommendation	N/A
Community and Stakeholder Outreach (if applicable, as an attachment) – please include	N/A
Related City Policies	City of El Paso Purchasing Card (P-Card) Policy and Procedures and FY2026 Budget Resolution
Prior Council Action	N/A
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	No
Amount and Source of Funding	N/A
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Sasho Andonoski, andonoskis@elpasotexas.gov

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY ATTORNEY	Garcia Sandra	American Arbitration	4/20/2026	$ 205.20	To pay for arbitration services for litigation matter CLEAT (John Surface) v. City of El Paso - Case 01-26-0001-2375 Attachments: 2026-03-30
CITY ATTORNEY	Garcia Sandra	Southwes	4/27/2026	$ 794.80	For Attorney Robert Aguinaga to attend 45th National Conference of Regulatory Attorneys May 3-6 2026, Phoenix, Scottsdale, Arizona
CITY ATTORNEY	Garcia Sandra	Southwes	4/27/2026	$ 278.80	For Attorney Wendi Vineyard to attend TMCEC Prosecutor Seminar in Conroe, TX.
CITY ATTORNEY	Garcia Sandra	Ncra 2026 - Profession	4/27/2026	$ 900.00	For attorneys Oscar Gomez and Roberto Aguinaga registration to attend 45th National Conference of Regulatory Attorneys May 3-6 2026, Phoenix, Scottsdale, Arizona
CITY ATTORNEY	Garcia Sandra	Tmcec	4/27/2026	$ 531.00	For attorney Wendi Vineyard to attend TMCEC Prosecutor Seminar in Conroe, TX
CITY ATTORNEY	Garcia Sandra	Fedex	4/28/2026	$ 11.10	For attorney Juan Gonzalez to mail out documents requiring physical signature and receipt aaknowledgement.
CITY ATTORNEY	Garcia Sandra	Embassy Hotels	5/6/2026	$ 651.74	For attorney Robert Aguinaga to attend 45th National Conference of Regulatory Attorneys May 3-6 2026, Phoenix, Scottsdale, Arizona
CITY ATTORNEY	Garcia Sandra	Embassy Hotels	5/6/2026	$ 651.74	For Attorney Oscar Gomez to attend 45th National Conference of Regulatory Attorneys May 3-6 2026, Phoenix, Scottsdale, Arizona
CITY ATTORNEY	Garcia Sandra	Www.Pacer.Gov	5/8/2026	$ 109.30	For legal research purposes regarding litigation program matters.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	4/20/2026	$ 7.50	Fee for uploading documents to the AG Portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	4/20/2026	$ 7.50	Fee for uploading documents to the AG Portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	4/20/2026	$ 7.50	Fee for uploading documents to the AG Portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	4/20/2026	$ 7.50	Fee for uploading documents to the AG Portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	4/21/2026	$ 7.50	Fee for uploading documents to the AG Portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	4/21/2026	$ 7.50	Fee for uploading documents to the AG Portal.

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	4/21/2026	$ 7.50	Fee for uploading documents to the AG Portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	4/22/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	4/23/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	4/27/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	4/28/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	4/28/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	4/29/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	4/30/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	5/1/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	5/4/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	5/4/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	5/5/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	5/5/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	5/5/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	5/7/2026	$ 7.50	Fee for uploading documents to the AG portal.

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	5/7/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	5/11/2026	$ 7.50	Fee for uploading records to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	5/11/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	5/12/2026	$ 7.50	Fee for uploading records to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	5/12/2026	$ 7.50	Fee for uploading records to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	5/12/2026	$ 7.50	Fee for uploading records to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	5/12/2026	$ 7.50	Fee for uploading records to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	5/12/2026	$ 7.50	Fee for uploading records to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	5/13/2026	$ 7.50	Fee for uploading records to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	5/14/2026	$ 7.50	Fee for uploading records to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	5/14/2026	$ 7.50	Fee for uploading records to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	5/18/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	5/18/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	5/19/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	5/19/2026	$ 7.50	Fee for uploading documents to the AG portal.

P-Card Transactions

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	5/19/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Nieman Karla	Elpasobar.* Ep Bar Ass	4/24/2026	$ 1,014.00	For City Attorney to attend the 2026 Law Day Dinner at the El Paso Bar Association
CITY ATTORNEY	Scott Belinda	Courts/Usdc-Tx-W	4/22/2026	$ 405.00	Court filing with the Texas Western District.
CITY ATTORNEY	Scott Belinda	Rio Grande Cog	5/5/2026	$ 108.15	Fee for dispute resolution.
CITY MANAGER	Argumedo Angel	Southwes	4/23/2026	$ 278.20	Southwest flight for M. D'Agostino to return to El Paso from the Metro Fire Chief's Conference.
CITY MANAGER	Argumedo Angel	Ignite The Spirit Milwauk	4/23/2026	$ 400.00	2026 Metro Fire Chiefs Conference for DCM D'Agostino. Attendance supports executive leadership development, regional collaboration, and the exchange of best practices.
CITY MANAGER	Argumedo Angel	Sams Club #6502	4/24/2026	$ 264.08	Sam's Club snacks for City Council meetings, To sustain energy and focus during long meetings
CITY MANAGER	Argumedo Angel	Tx Sec Of State	5/8/2026	$ 20.71	Notary Public online education for A. Argumedo. State of Texas now requires Notary Publics to take an online Notary Public education course.
CITY MANAGER	Argumedo Angel	Delta Air	5/13/2026	$ 826.40	Flight for R. Cortinas to fly to New York City for a bond meeting.
CITY MANAGER	Lozano Martha	Southwes	4/28/2026	$ 366.80	CM Mack travel to Austin TX to the Texas City Manager's Leadership Conference July 2026
CITY MANAGER	Lozano Martha	American Air	4/28/2026	$ 832.57	CM Mack travel to the Large Cities Executive Forum Conference in Philadelphia July 2026
CITY MANAGER	Mack Dionne	Openai *chatgpt Subscr	4/26/2026	$ 21.28	CM Subscription to Chatgpt
DISTRICT 01	Acosta Gladys	Swank Motion Pictures In	5/12/2026	$ 525.00	Licensing Rights for District 1 Movies at the Park
DISTRICT 01	Acosta Gladys	Samsclub #8153	5/13/2026	$ 114.37	Snacks and Refreshment for Community Events/Meetings
DISTRICT 02	Carlos Diego	Mailchimp	5/3/2026	$ 26.50	Newsletter service

P-Card Transactions

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
DISTRICT 02	Carlos Diego	Canva* I04870-32170090	5/3/2026	$ 14.99	Graphic design subscription for social media and newsletter graphics
DISTRICT 03	Maldonado-Rocha Deanna	Cci	5/5/2026	$ 91.00	Monthly charge for email distribution service for D3 office newsletter.
DISTRICT 03	Maldonado-Rocha Deanna	Canva* I04881-36843441	5/14/2026	$ 12.99	Monthly charge for graphic design making service for D3 office.
DISTRICT 03	Moreno Jesus	Eastside Choice Meats Inc	5/6/2026	$ 517.50	Community Event
DISTRICT 03	Moreno Jesus	Sams Club.Com	5/15/2026	$ 25.18	Community event
DISTRICT 03	Vera Julia	Samsclub #6502	4/28/2026	$ 46.58	The purpose of the purchase was to provide food for guests for a mental health forum that was hosted from our office and Emergence Health Network.
DISTRICT 03	Vera Julia	Office Depot #498	5/5/2026	$ 58.31	The purpose of the purchase was for supplies for the office.
DISTRICT 03	Vera Julia	Samsclub #8280	5/7/2026	$ 271.49	The purpose was to purchase roses for our 2 senior centers.
DISTRICT 03	Vera Julia	Samsclub #8280	5/7/2026	$ 12.32	The purpose of this purchase was to keep the roses cool to deliver to our senior centers

CITY COUNCIL SPECIAL PROJECTS OR DISCRETIONARY FUNDS EXPENDITURES

MAY 2026

DISTRICT	VENDOR	DATE	AMOUNT	DESCRIPTION
DISTRICT 5	EL PASO DISPOSAL LP	5/1/2026	968.400	30-Yard Roll-offs - Delivery,

File #: 26-0763, **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 Alejandra Chávez, (915) 212-0001

AGENDA LANGUAGE:

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

Receipt of campaign contributions by Representative Alejandra Chávez in the amount of $500 from Debra Hester, $500 from Teresita and Carlos Corral, $1,257 in-kind from Michelle & Alfrank Catucci, $1,000 from Douglas Shwartz, $1,000 from Kelly Tomblin, $2,500 from Raymond Palacios, $1,000 from Lane Gaddy, $1,000 from Patrick Gordon, $1,000 from Brent Harris, $1,000 from Gary Paul Porras, $1,000 from Pedro Romero, $500 from Jaclyn Taveras, $1,000 from Ricardo Mora, $2,000 from James Cardwell, $2,000 from Richard Aguilar, $1,200 from Linda Troncoso, $1,000 from Ellen Ordaz, $1,000 from Leonard Goodman, $500 from Peter Spier, $500 from Bill Burton, $2,000 from Gerald Rubin, $1,000 from Martha Hunt, $500 from Suzanne Dipp, $2,000 from Paul L. Foster, $1,000 from Edward Houghton, $2,000 from J. Kirk Robison, $5,000 from Thomas A. Georges, $2,000 from Frederick Francis, $5,000 from Stanley Jobe, $2,500 from Richard A. Castro, $1,000 from Rogelio Lopez, $2,000 from Adair and Donald Margo, $2,000 from Woody Hunt, $2,500 in-kind from Marcela & Miguel Fernandez, $1,000 from Cindy and David Osborn, $500 from Mary Karlsruher, and $2,000 from Margie & Edward Escudero.

File #: 26-0747, **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
Public Health, Veerinder Taneja, (915) 212-6500

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 2026-0178R Public Health Charity and Medicaid Administrative Claims to Public Consulting Group, LLC for an initial term of three (3) years for an estimated amount of $140,610.00. The award also includes a two (2) year option for an estimated amount of $81,370.00. The total contract time is for five (5) years for a total estimated amount of $221,980.00.

Department:	Public Health
Award to:	Public Consulting Group, LLC
City & State:	Boston, MA
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	$62,400.00 Year 1 $38,710.00 Year 2 $39,500.00 Year 3
Initial Term Estimated Award:	$140,610.00
Option Term Estimated Award:	$81,370.00
Total Estimated Award	$221,980.00
Account(s)	341 - 2141 - 41160 - 522150 - P4119 - PCP14HLTHBORDER
Funding Source(s):	Delivery System Reform Incentive Payment Outside Contracts

District(s): All

This was a Request for Proposals Procurement for a new contract.

The Purchasing & Strategic Sourcing and Public Health departments recommend award as indicated to Public Consulting Group, LLC the highest ranked offeror 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: Public Health
AGENDA DATE: June 23, 2026
PUBLIC HEARING DATE: Not Applicable
CONTACT PERSON NAME: Veerinder Taneja, Public Health Director **PHONE NUMBER:** (915) 212-6500
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 2026-0178R Public Health Charity and Medicaid Administrative Claims to Public Consulting Group, LLC for an initial term of three (3) years for an estimated amount of $140,610.00. The award also includes a two (2) year option for an estimated amount of $81,370.00. The total contract time is for five (5) years for a total estimated amount of $221,980.00.

Department:	Public Health
Award to:	Public Consulting Group, LLC
City & State:	Boston, MA
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	$62,400.00 Year 1 $38,710.00 Year 2 $39,500.00 Year 3
Initial Term Estimated Award:	$140,610.00
Option Term Estimated Award:	$81,370.00
Total Estimated Award	$221,980.00
Account(s)	341 – 2141 – 41160 – 522150 – P4119 – PCP14HLTHBORDER
Funding Source(s):	Delivery System Reform Incentive Payment Outside Contracts
District(s):	All

This was a Request for Proposals Procurement for a new contract.

The Purchasing & Strategic Sourcing and Public Health departments recommend award as indicated to Public Consulting Group, LLC the highest ranked offeror 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 new contract for Public Health Charity and Medicaid Administrative Claims. This contract will allow consulting services to assist the City of El Paso obtain available funding for eligible public health programs and services.

BACKGROUND:
The Texas Health and Human Services Commission (HHSC) and Public Health Provider – Charity Care Program (PHP-CCP) allows public health providers to submit claims for eligible services provided to patients who are unable to pay for care (Charity Care) or who are covered by Medicaid through the Medicaid Administrative Claiming (MAC) program. Participation in these programs enables the Department of Public Health (DPH) to recover a portion of the costs associated with providing these services, helping to support and sustain public health operations.

Solicitation was advertised on December 2, 2025 and December 9, 2025. The solicitation was posted on City website on December 2, 2025. There were a total eleven (11) viewers online; two (2) proposals were received; none from local suppliers.

An Inadequate Competition Survey was conducted indicating the following:

1. Does not provide these services,
2. Most of the suppliers did not respond

Contract Variance: No prior contract to compare

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 proposal meeting was held on December 10, 2025. One (1) supplier was in attendance.

RELATED POLICIES:

1. Procurement Sourcing Policy

PRIOR COUNCIL ACTION:

NA

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: $221,980.00

Funding Source: Delivery System Reform Incentive Payment Outside Contracts

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	NA

ATTACHMENTS:

1. Tabulation
2. Inadequate competition survey

FOR MORE INFORMATION:

Veerinder Taneja	(915) 212-6500	TanejaV@elpasotexas.gov

Committee Scoresheet

CITY OF EL PASO RFP SCORESHEET

PROJECT: 2026-0178R Public Health Charity and Medicaid Administrative Claims Consultant

Evaluation of Submittal

	MAX POINTS	Public Consulting Group LLC	JBI, LTD dba Justice Benefits, Inc
Factor A - Price Proposal	25	25.00	0.00
Factor B - Offeror's Experience	20	0.00	0.00
Factor C – References	10	10.00	0.00
Factor D – Project Understanding & Methodology	25	0.00	0.00
Factor E – Capacity and Capability of Agency's Resources	20	0.00	0.00
TOTAL SCORE	100	90.00	65.40
Rank		1	2

City of El Paso
Request for Proposal Form

Title: Public Health Charity and Medicaid Administrative Claims Consultant **Solicitation Number: 2026-0178R**

Bid Opening: January 14, 2026 **Department: Public Health**

OFFEROR'S NAME:	LOCATION:	AMENDMENT(S) ACKNOWLEDGED:
JBI, LTD dba Justice Benefits, Inc	Coppell, TX	Yes
Public Consulting Group LLC	Boston, MA	Yes

RFPs SOLICITED: 887 LOCAL RFPs SOLICITED: 262 RFPs RECEIVED: 2 LOCAL RFPs RECEIVED: 0 NO BIDS: 4

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

Approved: /s/
Date: 1/23/2026

2026-0178R Public Health Charity & Medicaid Administrative Claims
Viewer's List

No	Participant Name	Response Status	City	State
1	Cloud Quantum Innovations	Viewed	San Antonio	TX
2	GOVGUIDE INC	Viewed	Arlington	VA
3	Own Ur Time LLC.	Viewed	HOUSTON	TX
4	VETERAN LEGACY LLC	Viewed	chantilly	VA
5	Numerogen	Unsubmitted	Mohali	India
6	Justice Benefits, Inc. (JBI-Ltd.)	Submitted	Coppell	TX
7	Public Consulting Group LLC	Submitted	Boston	MA
8	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	No Bid	EL PASO	TX
9	Allometrics Inc.	No Bid	Webster	TX
10	CompuGroup Medical Inc.	No Bid	Richardson	TX
11	Crisis Prevention Institute, Inc.	No Bid	Milwaukee	WI

Inadequate Competition Survey

2026-0178R Public Health Charity and Medicaid Administrative Claims

Number of Views	**11**	
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)	1	25%
Did not have time to respond		0%
Could not provide competitive pricing		0%
Could not meet the submission deadline		0%
Not interested		0%
Does not have equipment/provide services	1	25%
Out of business		0%
No response	2	50%
Total		100%
Please provide feedback to our Specification		Pct
Specifications were good or adequate		0%
Specifications were not clear		0%
Could not meet specifications		0%
Specifications were limited or closed		0%
Did not receive/no opinion	3	75%
Just needed more time to review.		0%
Did not receive bid notification.	1	25%
Total		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: Heather Caldwell

Business Name: Public Consulting Group LLC

Agenda Item Type: 2026-0178R Public Health Charity and Medicaid Administrative Claims Consultant

Relevant Department: Department of Public Health

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: Heather Caldwell Date: 1/12/26

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. [POSTPONED FROM 06-09-2026]

City of El Paso Agenda Summary Form

City Clerk

Submitted On: Jun 10, 2026, 09:18AM EDT

Department / Council Office	Sun Metro Mass Transit
Agenda Date	June 23, 2026
Public Hearing Date	July 7, 2026
Email of User Submitting Form	DeMuroG@elpasotexas.gov
Contact Person	Jerry DeMuro 9152123470
2nd Contact Person	Karl Rimkus 9152123317
District(s) Affected	All Districts
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	Bus Bench Franchise Rules (adopted by Mass Transit Dept. Board April 9, 2013)
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	N/A
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Anthony DeKeyzer 9152123306 dekeyzerar@elpasotexas.gov

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 #: 26-0702, **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 Osvaldo Holguin and Rosio Segovia for the purchase price of $53,000.00; such real property legally described as Lots 18 and 19, Block 3, Mountain Homes Subdivision, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Volume 18, Page 8, Plat Records of El Paso County, Texas.

City of El Paso Agenda Summary Form

City Clerk

Submitted On: Jun 3, 2026, 03:13PM EDT

Department / Council Office	Real Estate
Agenda Date	June 23, 2026
Public Hearing Date	July 07, 2026
Email of User Submitting Form	olmosja@elpasotexas.gov
Contact Person	Mary Lou Espinoza (915) 212-0825
2nd Contact Person	Mandy Contreras (915) 212-1874
District(s) Affected	District 2
Agenda Item	An ordinance authorizing the conveyance of real property owned by the City of El Paso to Osvaldo Holguin and Rosio Segovia for the purchase price of $53,000.00; such real property legally described as Lots 18 and 19, Block 3, Mountain Homes Subdivision, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Volume 18, Page 8, 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 Osvaldo Holguin and Rosio Segovia. Approval will result in $53,000.00 of revenue for the City.
Background	The City of El Paso desires to sell the real property parcel identified as PID # 404043, consisting of a total of 0.87 acres, of which only a 0.36 acre portion is proposed to be conveyed to Osvaldo Holguin and Rosio Segovia for the purchase price of $53,000.00. This property was reviewed by City Council in Executive Session on September, 2025. This 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 the sale of municipal property and to sell such property after it has been listed for at least thirty (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 land utilization. 3. Decline approval and retain property as part of City inventory.
Committee Review and/or Recommendation	This item was not reviewed by a committee.
Community and Stakeholder Outreach (if applicable, as an attachment) – please include	N/A
Related City Policies	City Real Estate policy; Texas Local Government Code Section 272.001
Prior Council Action	N/A
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	N/A
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Mary Lou Espinoza 915-212-0825 EspinozaM@elpasotexas.gov

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO OSVALDO HOLGUIN AND ROSIO SEGOVIA FOR THE PURCHASE PRICE OF $53,000.00; SUCH REAL PROPERTY LEGALLY DESCRIBED AS LOTS 18 AND 19, BLOCK 3, MOUNTAIN HOMES SUBDIVISION, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 18, PAGE 8, 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 18 and 19, Block 3, MOUNTAIN HOMES SUBDIVISION, an addition to the City of El Paso, El Paso County, Texas, according to the Plat thereof recorded in Volume 18, Page 8, Plat Records of El Paso County, Texas, such property being owned by the City of El Paso, for the purchase price of $53,000.00. Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with Osvaldo Holguin and Rosio Segovia; (2) sign any documents necessary to effectuate the sale and closing of the property; (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

26-ECON-1080 | Tran #27394 | Aviation
Turquoise- PID #404043
RAB

THE STATE OF TEXAS)
) **CONTRACT OF SALE**
COUNTY OF EL PASO) **PID 404043**

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 Osvaldo Holguin and Rosio Segovia ("**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 legally described as follows and hereinafter referred to as the "**Property**":

Lots 18 and 19, Block 3, MOUNTAIN HOMES SUBDIVISION, an addition to the City of El Paso, El Paso County, Texas, according to the Plat thereof recorded in Volume 18, Page 8, Plat Records of El Paso County, Texas, being more particularly described by metes and bounds in Exhibit "A".

B. A metes and bounds description and/or survey is provided as Attachment "A".

SECTION 2. PURCHASE PRICE AND TITLE COMPANY.

A. The Buyer will pay the Seller a total amount of $53,000 Seller 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 $ 1,000 ("**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 written approval of the Seller.

3. TITLE REVIEW PERIOD. The Buyer may review the commitment for title insurance and the survey 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 "B"**. 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, any appraisal costs, and any survey costs 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:

Osvaldo Holguin and Rosio Segovia
Attn: N/A
3417 Sunnyside Dr
El Paso, TX 79904
bayobayo@yahoo.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

By:_____
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

ACKNOWLEDGEMENT

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 01 day of April, 2024.

BUYER:
Osvaldo Holguin and Rosio Segovia

By: _____
Osvaldo Holguin and Rosio Segovia

THE STATE OF Texas §
§
COUNTY OF El Paso §

This instrument was acknowledged before me on this 01 day of April, 2024 by Osvaldo Holguin, Jasmin Rosio Segovia as individuals of the **Buyer**.

_____
Notary Public, State of Texas

My commission expires:

02-11-2030

HORACE CHRISTOPHER JACKSON JR
Notary Public, State of Texas
Comm. Expires 02-11-2030
Notary ID 131442839

ATTACHMENT "A"
PROPERTY DESCRIPTION
(Metes and Bounds and/or Survey)

PLAT OF SURVEY

LOTS 18 AND 19, BLOCK 3, MOUNTAIN HOMES SUBDIVISION, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY,TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 18, PAGE 8, PLAT RECORDS OF EL PASO COUNTY, TEXAS CONTAINING: 15,754 SQUARE FEET OR 0.3617 ACRES OF LAND MORE OR LESS.

CONDE INC.

SCALE: 1"=40'

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	20.00'	31.42'	20.00'	28.28'	N46°11'00"W	90°00'00"

LINE TABLE		
LINE	LENGTH	BEARING
L1	20.00'	S01°04'39"E

SYMBOL LEGEND	
◉	FOUND CONTROL POINT
⊕	FOUND CITY MONUMENT
○	SET 1/2" REBAR W/CAP 5152
GV	GAS VALVE
S	SANITARY SEWER
WV	WATER VALVE
EB	ELECTRIC PULL BOX
PP	POWER POLE
	GUY WIRE
	VENT PIPE
	TRAFFIC SIGN
AT&T	TELEPHONE BOX
WM	WATER METER

NOTES:
1. SUBJECT PROPERTY IS ZONED: R-2.

2. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO 480214-0024B, DATED OCTOBER 15, 1982, THIS PROPERTY IS IN FLOOD HAZARD ZONE C "AREAS OF MINIMAL FLOODING".

10. SCHEDULE B ITEMS LISTED BELOW PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE GF NO. 25103433. EFFECTIVE DATE DECEMBER 11, 2025. ISSUED DECEMBER 23, 2025.

10a EASEMENTS SHOWN ON THE PLAT AND AS SET OUT IN DEDICATION RECORDED IN VOLUME 18, PAGE 8, REAL PROPERTY RECORDS, EL PASO COUNTY,TEXAS. (PLOTTED)

10b. RIGHTS OF PARTIES IN POSSESSION. .

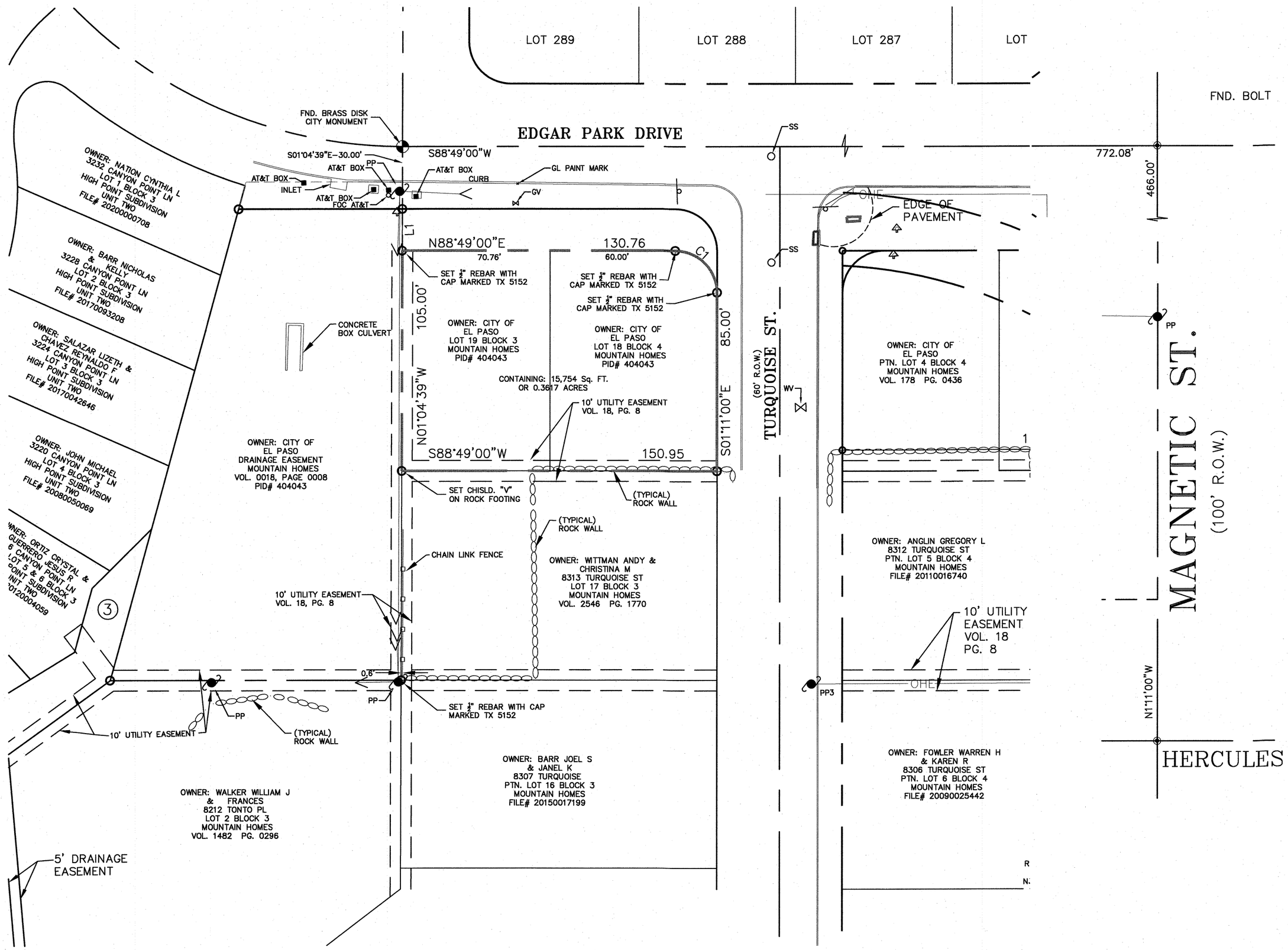
10c. VISIBLE AND APPARENT EASEMENTS FOR ROADS AND PUBLIC UTILITIES EXISTING ON THE GROUND..

10d. ANY AND ALL RECORDED AGREEMENTS, CONTRACTS, LEASES, AND RIGHTS OF PARTIES THEREIN.

10e. ALL TERMS ,CONDITIONS AND PROVISIONS EXPRESSLY NOTED AND SET OUT ON PLAT OF THIS SUBDIVISION, AS FILED IN VOLUME 18, PAGE 8, PLAT PROPERTY RECORDS OF EL PASO COUNTY,TEXAS.

10f. 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.

10g. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF THE GEOTHERMAL ENERGY AND ASSOCIATED RESOURCES BELOW THE SURFACE OF THE LAND,TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAYBE LEASES GRANTS, EXCEPTIONS OR RESERVATIONS OF THE GEOTHERMAL ENERGY AND ASSOCIATED RESOURCES BELOW THE SURFACE OF THE LAND THAT ARE NOT LISTED.



CONDE INC.
ENGINEERING/ PLANNING/ SURVEYING/ CADD
6080 SURETY DRIVE-SUITE 100-EL PASO, TEXAS 79905
PHONE (915) 592-0283 FAX (915) 592-0286 FIRM# 10078100

REVISED 5-11-26

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ALL RIGHTS RESERVED

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.

STATE OF TEXAS · REGISTERED · RONALD ROBERT CONDE · 5152 · PROFESSIONAL LAND SURVEYOR

RON R. CONDE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 5152

DRAWN BY: C.C. FIELD: M.S. DATE: 2-13-26 JOB NO. 126-30 CADD FILE: S:\Survey\projects\NE\Mountain Homes\LDD\dwg\Mountain Homes.dwg

ATTACHMENT "B"
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: _____, 20__

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: Entity Legal Name'

Grantee's Mailing Address: 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 _____, 20__, by Dionne 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: Jasmin Rosio Segovia

Business Name: N/a

Agenda Item Type: N/a

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: _____ Date: 04/02/24

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: Osvaldo Holguin

Business Name: N/A

Agenda Item Type: N/A

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: _____ Date: 04-02-2026

File #: 26-0713, **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
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 Mariel Andrea Garcia, for the purchase price of $36,581.00; such real property legally described as the southerly 40 feet of Lot 21, Block 5, Revised Map of Sahara Subdivision, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Volume 4, Page 18, Real Property Records of El Paso County, Texas.

City of El Paso Agenda Summary Form

City Clerk

Submitted On: Jun 3, 2026, 03:21PM EDT

Department / Council Office	Real Estate Division
Agenda Date	June 23, 2026
Public Hearing Date	July 07, 2026
Email of User Submitting Form	samaniegodc@elpasotexas.gov
Contact Person	Mary Lou Espinoza 915-212-0825
2nd Contact Person	Mandy Contreras 915-212-1874
District(s) Affected	District 4
Agenda Item	An ordinance authorizing the conveyance of real property owned by the City of El Paso to Mariel Andrea Garcia, for the purchase price of $36,581.00; such real property legally described as the southerly 40 feet of Lot 21, Block 5, Revised Map of Sahara Subdivision, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Volume 4, Page 18, Real Property 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 Mariel Andrea Garcia. Approval will result in $36,581 of revenue for the City.
Background	The City of El Paso desires to sell the real property parcel identified as Arabian Nights St. & Aladdin Ave. - PID 267244, consisting of approximately 0.09 acres of vacant land, that is proposed to be conveyed to Mariel Andrea Garcia. The property was reviewed by City Council in Executive Session in July 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 the 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 the property as part of the 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 July 2025.
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	Not applicable, it is a revenue generating item.
Enter the elected official's name followed by the amount donated.	None
For More Information	Mary Lou Espinoza 915-212-0825 EspinozaM@elpasotexas.gov

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO MARIEL ANDREA GARCIA, FOR THE PURCHASE PRICE OF $36,581.00; SUCH REAL PROPERTY LEGALLY DESCRIBED AS THE SOUTHERLY 40 FEET OF LOT 21, BLOCK 5, REVISED MAP OF SAHARA SUBDIVISION, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4, PAGE 18, REAL PROPERTY 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 the southerly 40 feet of Lot 21, Block 5, REVISED MAP OF SAHARA SUBDIVISION, an addition to the City of El Paso, El Paso County, Texas, according to the Plat thereof recorded in Volume 4, Page 18, Real Property Records of El Paso County, Texas, such property being owned by the City of El Paso, for the purchase price of $36,581.00. Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with Mariel Andrea Garcia, (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

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT OF SALE
PID 267244

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 Mariel Andrea Garcia ("**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**":

The southerly 40 feet of Lot 21, Block 5, REVISED MAP OF SAHARA SUBDIVISION, an addition to the City of El Paso, El Paso County, Texas, according to the Plat thereof recorded in Volume 4, Page 18, Real Property Records of El Paso County, Texas.

SECTION 2. PURCHASE PRICE AND TITLE COMPANY.

A. The Buyer will pay the Seller a total amount of $36,581 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 $500 ("**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:

Mariel Andrea Garcia
16 S. Trevino Rd.
Santa Teresa, NM 88008
Marielgarciarealtor@gmail.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 26 day of MAY, 2026

BUYER:
Mariel Andrea Garcia

By: _____
Mariel Andrea Garcia, Individual

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 26 day of MAY, 2026 by Mariel Andrea Garcia, as _____ of the **Buyer**.

_____
Notary Public, State of TEXAS

My commission expires:

6/6/2028.

ROBERTO GOMEZ
Notary Public, State of Texas
Comm. Expires 06-06-2028
Notary ID 129002489

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	Mariel Andrea Garcia
Business Name	N/A
Agenda Item Type	Sale of City-owned 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: 5/26/26

File #: 26-0740, **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
Streets and Maintenance, Randy Garcia, (915) 212-7005
Streets and Maintenance, Joshua Lerma, (915) 212-7049

AGENDA LANGUAGE:

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

An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV - Speed Limits), Subsection E (Thirty Miles Per Hour), to add Item: 6. Northern Pass Drive from North Desert Boulevard to Resler Drive and to add Item: 7. Northwestern Drive From Trade Center Avenue to Desierto Rico Avenue; and an Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), 12.88.150 (Schedules XIV - Speed Limits), Subsection F (Thirty-five Miles Per Hour), to delete Item: 98. Northern Pass Drive, between Desert North Boulevard and Helen Of Troy Drive and to add Item: 111. Northern Pass Drive from Resler Drive to Helen of Troy Drive; and an Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV - Speed Limits), Subsection G (Forty Miles Per Hour) to delete Item: 34. Northwestern Drive From Transmountain Road (Loop 375) to 500 feet South of Westport Drive and to add Item: 47. Northwestern Drive from Transmountain Road (Loop 375) to Trade Center Avenue. The penalty as provided in 12.84.010 of the El Paso City Code.

City of El Paso Agenda Summary Form

City Clerk

Submitted On: Jun 8, 2026, 12:02PM EDT

Department / Council Office	Streets and Maintenance
Agenda Date	June 23, 2026
Public Hearing Date	July 07, 2026
Email of User Submitting Form	LermaJE1@elpasotexas.gov
Contact Person	Randy Garcia 915-212-7005
2nd Contact Person	Joshua Lerma 915-212-7049
District(s) Affected	District 1
Agenda Item	An Ordinance Amending Title 12 (Vehicles And Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV – Speed Limits), Subsection E (Thirty Miles Per Hour), To Add Item: 6. Northern Pass Drive From North Desert Boulevard To Resler Drive And To Add Item: 7. Northwestern Drive From Trade Center Avenue To Desierto Rico Avenue; And An Ordinance Amending Title 12 (Vehicles And Traffic), Chapter 12.88 (Schedules), 12.88.150 (Schedules XIV – Speed Limits), Subsection F (Thirty-five Miles Per Hour), To Delete Item: 98. Northern Pass Drive, Between Desert North Boulevard And Helen Of Troy Drive And To Add Item: 111. Northern Pass Drive From Resler Drive To Helen Of Troy Drive; And An Ordinance Amending Title 12 (Vehicles And Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV – Speed Limits), Subsection G (Forty Miles Per Hour) To Delete Item: 34. Northwestern Drive From Transmountain Road (Loop 375) To 500 Feet South Of Westport Drive And To Add Item: 47. Northwestern Drive From Transmountain Road (Loop 375) To Trade Center Avenue. The Penalty As Provided In 12.84.010 Of The El Paso City Code.
Issue Statement	The new speed zone improvements on Northwestern Drive will enhance the growing commercial area and improve safety for pedestrian crossings and on-street parking.
Background	During Spring 2026, Streets and Maintenance received a contracted speed study from Gannett Fleming TranSystems (GFT) in conjunction with Capital Improvements. The speed study recommends lowering the speed limit to 30 MPH in the commercial area of Northwestern Drive and Northern Pass Drive. The roadway characteristics, usage, and crash history on the roadways, along with the proposed, planned improvements justify the reduction of speed on sections of both roadways.
Council Options	1. Request to council to Amend Ordinance Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV – Speed Limits)
Committee Review and/or Recommendation	Texas Department of Transportation, Capital Improvement Department & El Paso Streets and Maintenance are all in agreement.
Community and Stakeholder Outreach (if applicable, as an attachment) – please include	N/A
Related City Policies	Vision Zero and Safe Systems Approach
Prior Council Action	N/A
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	N/A
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Joshua Lerma 915-212-7049 LermaJE1@elpasotexas.gov

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.150 (SCHEDULES XIV – SPEED LIMITS), SUBSECTION E (THIRTY MILES PER HOUR), TO ADD ITEM: 6. NORTHERN PASS DRIVE FROM NORTH DESERT BOULEVARD TO RESLER DRIVE AND TO ADD ITEM: 7. NORTHWESTERN DRIVE FROM TRADE CENTER AVENUE TO DESIERTO RICO AVENUE; AND AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), 12.88.150 (SCHEDULES XIV – SPEED LIMITS), SUBSECTION F (THIRTY-FIVE MILES PER HOUR), TO DELETE ITEM: 98. NORTHERN PASS DRIVE, BETWEEN DESERT NORTH BOULEVARD AND HELEN OF TROY DRIVE AND TO ADD ITEM: 111. NORTHERN PASS DRIVE FROM RESLER DRIVE TO HELEN OF TROY DRIVE; AND AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.150 (SCHEDULES XIV – SPEED LIMITS), SUBSECTION G (FORTY MILES PER HOUR) TO DELETE ITEM: 34. NORTHWESTERN DRIVE FROM TRANSMOUNTAIN ROAD (LOOP 375) TO 500 FEET SOUTH OF WESTPORT DRIVE AND TO ADD ITEM: 47. NORTHWESTERN DRIVE FROM TRANSMOUNTAIN ROAD (LOOP 375) TO TRADE CENTER AVENUE. THE PENALTY AS PROVIDED IN 12.84.010 OF THE EL PASO CITY CODE.

WHEREAS, Streets and Maintenance received a contracted speed study from Gannett Fleming TranSystems (GFT) in conjunction with Capital Improvements, which warrants lowering the speed limit to 30 MPH in the commercial area of Northwestern Drive and Northern Pass Drive; and

WHEREAS, this ordinance amendment to the speed limits on Northwestern Drive and Northern Pass Drive will enhance the growing commercial area, and improve safety for local access, pedestrian crossings, and on-street parking for local businesses.

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

SECTION 1. An Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV – Speed Limits), Subsection E (Thirty Miles Per Hour) is hereby amended to read:

E. Thirty miles per hour:
1. – 5.
6. Northern Pass Drive from North Desert Boulevard to Resler Drive,
7. Northwestern Drive from Trade Center Avenue to Desierto Rico Avenue,

SECTION 2. An Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV – Speed Limits), Subsection F (Thirty-five Miles Per Hour) is hereby amended to read:

F. Thirty-five miles per hour:
1. – 97.
99. – 110.
111. Northern Pass Drive from Resler Drive to Helen of Troy Drive.

SECTION 3. An Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV – Speed Limits), Subsection G (Forty Miles Per Hour) is hereby amended to read:

G. Forty miles per hour:
1. – 33.
35. – 46.
47. Northwestern Drive from Transmountain Road (Loop 375) to Trade Center Avenue,

SECTION 4. Except as herein amended, Title 12 of the El Paso City Code shall remain in full force and effect.

ADOPTED 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:

_____
Randy Garcia, Director
Streets and Maintenance Department

File #: 26-0741, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 3
Planning and Inspections, Kevin W. Smith, (915) 212-1566
Planning and Inspections, Blanca Perez, (915) 212-1561

AGENDA LANGUAGE:

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

An Ordinance granting Special Permit No. PZST25-00020, to allow for a governmental use, building on the property described as a portion of the Block labeled "City School/Park," also known as "unnumbered" Block, Cielo Vista Park Subdivision, 7024 Cielo Vista Drive, City of El Paso, El Paso County, Texas, pursuant to Section 20.04.260 of the El Paso City Code. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

Subject Property: 7024 Cielo Vista Dr.
Applicant: Daniel C. Carrillo
Case Number: PZST25-00020

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Planning and Inspections

AGENDA DATE: 06/23/2026

PUBLIC HEARING DATE: 07/21/2026

CONTACT PERSON NAME: Kevin W. Smith **PHONE NUMBER:** (915) 212-1566

2nd CONTACT PERSON NAME: Blanca Perez **PHONE NUMBER:** (915) 212-1561

DISTRICT(S) AFFECTED: 3

AGENDA ITEM:

An Ordinance granting Special Permit No. PZST25-00020, to allow for a governmental use, building on the property described as a portion of the Block labeled "City School/Park," also known as "unnumbered" Block, Cielo Vista Park Subdivision, 7024 Cielo Vista Drive, City of El Paso, El Paso County, Texas, pursuant to Section 20.04.260 of the El Paso City Code. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

Subject Property: 7024 Cielo Vista Dr.
Applicant: Daniel C. Carrillo
Case Number: PZST25-00020

ISSUE STATEMENT:

The applicant proposes a special permit and approval of a detailed site development for property at 7024 Cielo Vista Dr. to allow for a proposed governmental use, building. 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 a special permit and approval of a detailed site development for the property at 7024 Cielo Vista Dr. to allow for the proposed governmental use, building for the El Paso Central Regional Command Center. The proposed special permit meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan. Staff and City Plan Commission recommend approval of the request.

As of June 9, 2026, the Planning Division has received three (3) calls of inquiry and two (2) calls in support to the special permit 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 7-0 to approve the proposed special permit on April 9, 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. Detailed Site Development Plan
C. Staff Report
D. Contribution Form

FOR MORE INFORMATION:

Luis Zamora, Chief Planner (915) 212-1552 ZamoraLF@elpasotexas.gov

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

SIGNATURE: Kevin Smith

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

ORDINANCE NO. _____

AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST25-00020, TO ALLOW FOR A GOVERNMENTAL USE, BUILDING ON THE PROPERTY DESCRIBED AS A PORTION OF THE BLOCK LABELED "CITY SCHOOL/PARK", ALSO KNOWN AS "UNNUMBERED" BLOCK, CIELO VISTA PARK SUBDIVISION, 7024 CIELO VISTA DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.04.260 OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, City of El Paso has applied for a Special Permit under Section 20.04.260 of the El Paso City Code to allow for a governmental use, building**;** and,

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

WHEREAS, the City Plan Commission has recommended approval of the subject Special Permit; and

WHEREAS, the subject Special Permit has been submitted to the City Council of the City of El Paso for review and approval; and

WHEREAS, the City Council of the City of El Paso finds that the application conforms to all requirements of Section 20.04.320 of the El Paso City Code.

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

1. That the property described as follows, is in a R-4 (Residential) District: *A portion of the Block labeled "City School/Park", also known as "Unnumbered" Block, Cielo Vista Park Subdivision, 7024 Cielo Vista Drive, City of El Paso, El Paso County, Texas* and as more particularly described by metes and bounds on the attached **Exhibit "A"**; and,

2. That the City Council hereby grants a Special Permit under Section 20.04.320 of the El Paso City Code to allow for a governmental use, building on the property described in Paragraph 1 of this Ordinance; and,

3. That this Special Permit is issued subject to the development standards in the R-4 (Residential) District regulations and is subject to the approved Detailed Site Development Plan signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as **Exhibit "B "** and is incorporated herein by reference for all purposes; and,

4. That if at any time the Applicant fails to comply with any of the requirements of this Ordinance, Special Permit No. PZST25-00020, shall be subject to termination; construction

or occupancy shall be discontinued; and the Applicant shall be subject to the penalty provisions of Chapter 20.24 and any other legal or equitable remedy; and,

5. That the Applicant shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary to the City Plan Commission before building permits are issued.

ADOPTED this ___ day of _____, 2026.

THE CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Mona Heydarian
Assistant Attorney

APPROVED AS TO CONTENT:

_____
Kevin W. Smith, Interim Director
Planning & Inspections Department

AGREEMENT

City of El Paso, referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the **R-4 (Residential) District** regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 15 day of April, 2026.

City of El Paso

Hernandez
(Signature)

CITY ENGINEER
(Name/Title)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 15 day of April, 2026, by Yvette Hernandez for City of El Paso as Applicant.

(Seal)

MARTHA P LOZANO
NOTARY PUBLIC
ID# 13460256-2
In and for the State of Texas
My Commission Expires
10-13-2027

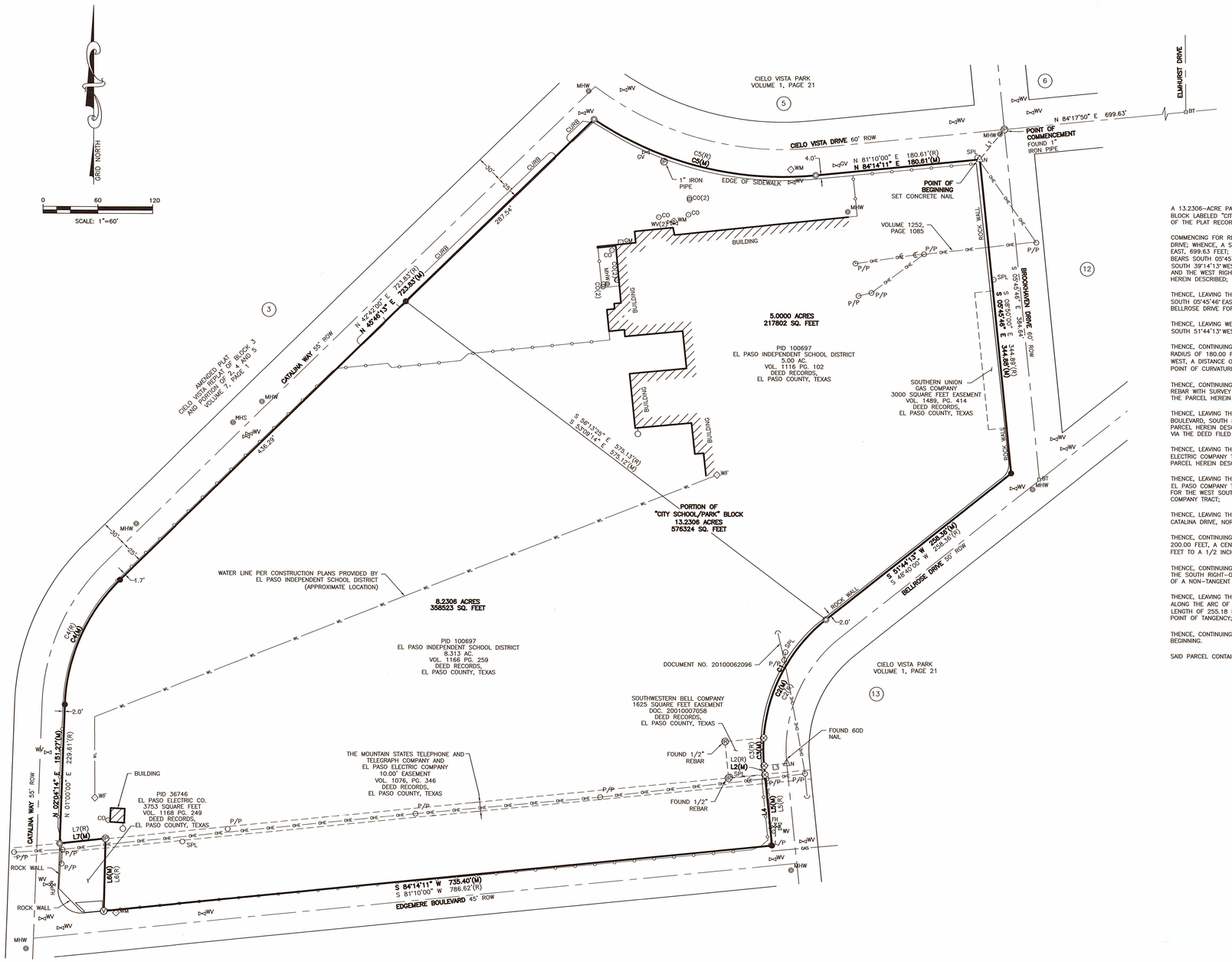
Martha P. Lozano
Notary Public, State of Texas
Signature

Martha P. Lozano
Printed or Typed Name

My Commission Expires:

10-13-2027

EXHIBIT "A"



METES AND BOUNDS DESCRIPTION

A 13.2306-ACRE PARCEL SITUATE WITHIN THE CORPORATE LIMITS OF THE CITY OF EL PASO, EL PASO COUNTY, TEXAS AS A PORTION OF THE BLOCK LABELED "CITY SCHOOL/PARK", ALSO KNOWN AS "UNNUMBERED" BLOCK, CIELO VISTA PARK SUBDIVISION AS FILED IN VOLUME 1, PAGE 21 OF THE PLAT RECORDS OF EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOW:

COMMENCING FOR REFERENCE AT A ONE INCH IRON PIPE FOUND AT THE CENTERLINE INTERSECTION OF CIELO VISTA DRIVE AND BROOKHAVEN DRIVE; WHENCE, A SQUARE BOLT FOUND AT THE CENTERLINE INTERSECTION OF CIELO VISTA DRIVE AND ELMHURST DRIVE BEARS NORTH 84°17'50" EAST, 699.63 FEET; AND WHENCE, A SQUARE BOLT FOUND AT THE CENTERLINE INTERSECTION OF BROOKHAVEN DRIVE AND BELLROSE DRIVE BEARS SOUTH 05°45'46" EAST, 384.64 FEET; THENCE, LEAVING THE CENTERLINE INTERSECTION OF CIELO VISTA DRIVE AND BROOKHAVEN DRIVE, SOUTH 39°14'13" WEST, 42.43 FEET TO A CONCRETE NAIL SET AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF CIELO VISTA DRIVE AND THE WEST RIGHT-OF-WAY LINE OF BROOKHAVEN DRIVE FOR THE POINT OF BEGINNING AND THE NORTHEAST CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, LEAVING THE SOUTH RIGHT-OF-WAY LINE OF CIELO VISTA DRIVE AND FOLLOWING THE WEST RIGHT-OF-WAY LINE OF BROOKHAVEN DRIVE, SOUTH 05°45'46" EAST, 344.88 FEET TO A 1/2 INCH REBAR WITH SURVEY CAP NO. "TX 5337" SET ON THE NORTHWEST RIGHT-OF-WAY LINE OF BELLROSE DRIVE FOR THE MOST EASTERLY CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, LEAVING WEST RIGHT-OF-WAY LINE OF BROOKHAVEN DRIVE AND FOLLOWING THE NORTHWEST RIGHT-OF-WAY LINE OF BELLROSE DRIVE, SOUTH 51°44'13" WEST, A DISTANCE OF 258.36 FEET TO A CHISELED "X" SET FOR A POINT OF CURVATURE;

THENCE, CONTINUING ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF BELLROSE DRIVE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 57°29'53", AN ARC LENGTH OF 180.64 FEET AND WHOSE LONG CHORD BEARS SOUTH 22°59'16" WEST, A DISTANCE OF 173.15 FEET TO A CHISELED "X" FOUND FOR A POINT OF CURVATURE; WHENCE, A 60D NAIL FOUND FOR THE CENTERLINE POINT OF CURVATURE OF BELLROSE DRIVE BEARS NORTH 84°15'07" EAST, 25.00 FEET;

THENCE, CONTINUING ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF BELLROSE DRIVE, SOUTH 05°45'40" EAST, 87.55 FEET TO A 1/2 INCH REBAR WITH SURVEY CAP NO. "TX 5337" SET ON THE NORTH RIGHT-OF-WAY LINE OF EDGEMERE BOULEVARD FOR THE SOUTHEAST CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, LEAVING THE NORTHWEST RIGHT-OF-WAY LINE OF BELLROSE DRIVE AND FOLLOWING THE NORTH RIGHT-OF-WAY LINE OF EDGEMERE BOULEVARD, SOUTH 84°14'11" WEST, A DISTANCE OF 735.40 FEET TO A CHISELED "X" FOUND FOR THE EAST SOUTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED, IDENTICAL TO THE SOUTHEAST CORNER OF A 375.3 SQUARE FEET TRACT GRANTED TO EL PASO ELECTRIC COMPANY VIA THE DEED FILED IN VOLUME 1168, PAGE 249 OF THE DEED RECORDS OF EL PASO COUNTY TEXAS;

THENCE, LEAVING THE NORTH RIGHT-OF-WAY LINE OF EDGEMERE BOULEVARD AND FOLLOWING THE EAST BOUNDARY LINE OF SAID EL PASO ELECTRIC COMPANY TRACT, NORTH 01°24'11" EAST, A DISTANCE OF 79.29 FEET TO A 2-INCH IRON PIPE FOUND FOR AN ANGLE POINT OF THE PARCEL HEREIN DESCRIBED, IDENTICAL TO THE NORTHEAST CORNER OF SAID EL PASO ELECTRIC COMPANY TRACT;

THENCE, LEAVING THE EAST BOUNDARY LINE OF SAID EL PASO ELECTRIC COMPANY TRACT AND FOLLOWING THE NORTH BOUNDARY LINE OF SAID EL PASO COMPANY TRACT, SOUTH 83°36'12" WEST, 50.43 FEET TO A CHISELED "X" SET ON THE EAST RIGHT-OF-WAY LINE OF CATALINA WAY FOR THE WEST SOUTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED, IDENTICAL TO THE NORTHWEST CORNER OF SAID EL PASO ELECTRIC COMPANY TRACT;

THENCE, LEAVING THE NORTH BOUNDARY LINE OF SAID EL PASO ELECTRIC COMPANY TRACT AND FOLLOWING THE EAST RIGHT-OF-WAY LINE OF CATALINA DRIVE, NORTH 02°04'14" EAST, 151.27 FEET TO A 1/2 INCH REBAR WITH SURVEY CAP NO. "TX 5337" SET FOR A POINT OF CURVATURE;

THENCE, CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF CATALINA WAY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 43°41'59", AN ARC LENGTH OF 152.54 FEET AND WHOSE LONG CHORD BEARS NORTH 23°55'14" EAST, 148.87 FEET TO A 1/2 INCH REBAR WITH SURVEY CAP NO. "TX 5337" SET FOR A POINT OF TANGENCY;

THENCE, CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF CATALINA WAY, NORTH 45°46'13" EAST, 723.83 FEET TO A CHISELED "X" SET ON THE SOUTH RIGHT-OF-WAY LINE OF CIELO VISTA DRIVE FOR THE NORTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE, LEAVING THE EAST RIGHT-OF-WAY LINE OF CATALINA WAY AND FOLLOWING THE SOUTH RIGHT-OF-WAY LINE OF CIELO VISTA DRIVE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 39°30'54", AN ARC LENGTH OF 255.18 FEET AND WHOSE LONG CHORD BEARS SOUTH 76°00'55" EAST, A DISTANCE OF 250.15 FEET TO CHISELED "X" SET FOR A POINT OF TANGENCY;

THENCE, CONTINUING ALONG THE SOUTH RIGHT-OF-WAY LINE OF CIELO VISTA DRIVE, NORTH 84°14'11" EAST, 180.61 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 13.2306 ACRES, MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS OF RECORDS.

LEGEND

⊏BT	FOUND SQUARE BOLT	○CO	CLEAN OUT
●	SET 1/2" REBAR WITH SURVEY CAP NO. "TX 5337"	⊳WV	WATER VALVE
(R)	FOUND IRON REBAR AS NOTED	◇WM	WATER METER
(P)	FOUND IRON PIPE AS NOTED	⊗FH	FIRE HYDRANT
△N	SET OR FOUND NAIL AS NOTED	⊳GV	GAS VALVE
◎	SET CHISELED "X"	□GM	GAS METER
⊗	FOUND CHISELED "X"	¢	SIGN AS NOTED
Ⓥ	FOUND CHISELED "V"	OHE OHE	OVERHEAD ELECTRIC LINE
○P/P	POWER POLE	GAS	GAS LINE
○L/P	LIGHT POLE	WL	WATER LINE
○SPL	SERVICE POLE LIGHT ELECTRIC		CENTERLINE OF RIGHT-OF-WAY
⟵	GUY WIRE		CHAINLINK FENCE
MHW	SANITARY SEWER MANHOLE	(M)	MEASURED BEARING/DISTANCE
	FAUCET	(R)	RECORD BEARING/DISTANCE
◇WF	WATER FOUNTAIN	(2)	BLOCK NUMBER

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 39°14'13" W	42.43'
L2(M)	S 05°45'40" E	9.87'
L2(R)	S 08°50'00" E	9.90'
L3(M)	N 84°15'07" E	25.00'
L3(R)	N 81°10'00" E	25.00'
L4(M)	S 05°45'40" E	77.68'
L5(M)	S 05°45'40" E	87.55'
L5(R)	S 08°50'00" E	87.02'
L6(M)	N 01°24'11" E	79.29'
L6(R)	N 01°02'12" E	80.00'
L7(M)	S 83°36'12" W	50.43'
L7(R)	S 81°09'48" W	50.00'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	180.00'	150.36'	146.03'	S 27°48'21" W	47°51'43"
C2(M)	180.00'	180.64'	173.15'	S 22°59'16" W	57°29'53"
C2(R)	180.00'	180.64'	173.15'	S 05°01'35" W	57°30'00"
C3(M)	180.00'	30.27'	30.24'	S 00°56'35" E	9°38'10"
C3(R)	180.00'	30.24'	30.21'	S 04°01'13" E	9°37'35"
C4(M)	200.00'	152.54'	148.87'	N 23°55'14" E	43°41'59"
C4(R)	200.00'	152.54'	148.87'	N 20°51'00" E	43°42'00"
C5(M)	370.00'	255.18'	250.15'	S 76°00'55" E	39°30'54"
C5(R)	370.00'	255.15'	250.12'	S 67°03'19" E	39°30'38"

NOTES.

MEASURED BEARINGS ARE REFERENCED TO NAD83 (2011), TEXAS STATE PLANE COORDINATE SYSTEM CENTRAL ZONE 4203. DISTANCES AND COORDINATES ARE GROUND DISTANCES IN U. S. SURVEY FEET. MULTIPLY THE GROUND DISTANCES BY A SCALE FACTOR OF 0.999769053 TO CONVERT TO GRID VALUES.

RECORD BEARINGS AND DISTANCES ARE REFERENCED TO "SURVEY OF CIELO VISTA SCHOOL SITE", PREPARED BY W.A. WOLDERT JR. R.P.E. NO. 2789, DATED DECEMBER 22, 1952.

UTILITY NOTE:

UTILITIES SHOWN HEREON ARE VISIBLE EVIDENCE, NO DIGGING WAS PERFORMED TO DETERMINE THE ACTUAL LOCATION OF BURIED UTILITIES. THE SURVEYOR DOES NOT GUARANTEE THE COMPLETENESS OR ACCURACY OF THE UTILITY DATA SHOWN HEREON. ACTUAL LOCATIONS SHOULD BE VERIFIED PRIOR TO ANY EXCAVATING.

THIS SURVEY (MAP) CONTAINS INFORMATION THAT IS PROPRIETARY TO THE FRANK X. SPENCER & ASSOC., INC. ITS USE OR DISCLOSURE IN WHOLE OR IN PART WITHOUT THE EXPRESS WRITTEN PERMISSION OF FRANK X. SPENCER & ASSOC., INC. IS PROHIBITED.
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IT'S THE LAW
AND IT'S FREE – CALL BEFORE YOU DIG
CALL TWO WORKING DAYS BEFORE YOU DIG IN TEXAS, DIAL 811
OR CONTACT US AT: 1-800-344-8377

ES LA LEY
GRATIS PARA USTED – LLAME ANTES
LLAME 2 DIAS DE TRABAJO ANTES DE EXCAVAR EN TEXAS, MARQUE 811
O LLAME AL NUMERO: 1-800-344-8377

CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAT OF SURVEY AND DESCRIPTION WERE PREPARED BY ME OR UNDER MY SUPERVISION AND ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ISAAC CAMACHO
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5337
APRIL 15, 2024

STATE OF TEXAS REGISTERED ISAAC CAMACHO 5337 PROFESSIONAL LAND SURVEYOR

REV.	DATE	BY	DESCRIPTION
1	3/11/22	IC	ADDED VOLUME AND PAGE FOR EPEC LINE ON SOUTH PORTION OF PROPERTY AND LOCATION OF WATERLINE ON WEST PORTION OF PROPERTY
2	4/15/24	IC	CORRECTED RIGHT-OF-WAY WIDTH OF CATALINA WAY

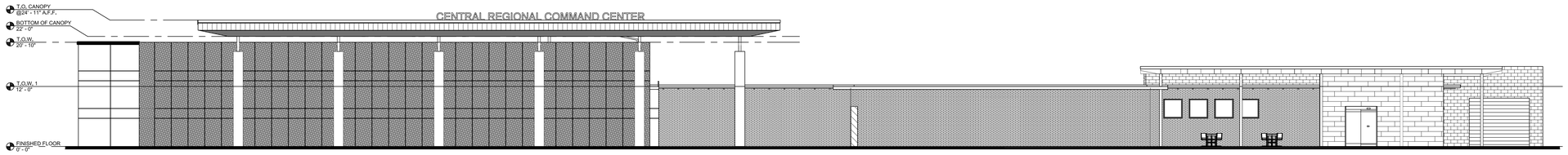
L:\MAPTIME2 01/16/2022 9:44PM K:\2021\S21830P-EPED-BOWAW ES\10-2-0 DRAWINGS\S21830P-EPED-BOWAW ES 0P-SURFACE.DWG

DRAWN BY: LM
FXSA JOB NO. S21830P

13.2306 ACRE TRACT BEING A PORTION OF "CITY SCHOOL/PARK" BLOCK, CIELO VISTA PARK, CITY OF EL PASO, EL PASO COUNTY, TEXAS.

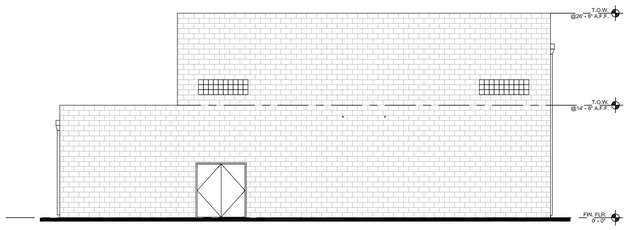
FXSA Consulting Civil Engineers & Surveyors
www.fxsa.com
1130 Montana Ave., El Paso, Texas 79902
Ph: (915) 533-4600 Fax:(915)533-4673
(TBPE# F-3584, TBPLS# 100490-00)

EXHIBIT "B"



4 WEST ELEVATION - BUILDING A

SCALE: 1" = 10'-0"



5 EAST ELEVATION - BUILDING B

SCALE: 1/8" = 1'-0"

GEN NOTES:

ALL NEW SIDEWALKS ARE MINIMUM 5'-0" FEET IN WIDTH. EXISTING SIDEWALKS VARY IN WIDTH, REFER TO SITE PLAN.

ALL NEW LIGHTING POLES ARE 25'-0" FEET IN HEIGHT.

MOST CURRENT SURVEY PROVIDED TO ASA ARCHITECTS WAS DONE BY PLS (PRECISION LAND SURVEYORS) DATED 2025. PROPOSED RETENTION POND(S) IN CIVIL DRAWINGS BY QUANTUM ENGINEERING.

LEGAL DESCRIPTION: BEING A PORTION OF THE BLOCK LABELED "CITY SCHOOL / PARK", ALSO KNOWN AS "UNNUMBERED" BLOCK, CIELO VISTA PARK SUBDIVISION, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, ACCORDING TO THE WARRANTY DEED DATED AUGUST 02, 2024, TO CITY OF EL PASO, RECORDED IN INSTRUMENT NO. 20240056558, OFFICIAL RECORDS OF EL PASO COUNTY TOTAL CONTAINING: 7.8147 ACRES. PID NO. 100697.

Zoning Ordinance: City of El Paso Zoning Ordinance
Applicable Ordinance in Effect (incl. version and printing)

Zone: R-4

Yard and lot area standards:

1. Front yard:	10, except that a 20' driveway must be provided
2. Rear yard:	10'
3. Minimum Cumulative Front & Rear Yard Total :	45'
4. Side yard:	5'
5. Side street side yard:	10'
6. Min. Cumulative Side & Side Street Yard Total :	N/A

Use or use category: Police Command Center (Administrative Office)
Off-street parking spaces required: Minimum: 1/576 sf GFA, Maximum: 1/400 sf GFA

BUILDING "A" (MAIN BUILDING) Renovation 38,663+ Additions 2,071+634+207 = 41,575 G.S.F.
BUILDING "B" (EXERCISE FITNESS BUILDING) = 5,103 G.S.F.
TOTAL CONSTRUCTION AREA: = 46,678 G.S.F.

46,678 / 576 = 81 Spaces Minimum
46,678 / 400 = 117 Spaces Maximum

Fleet Parking:
Vehicles - 172 + 3 motorcycles

Parking Staff:
Vehicles 80
ADA (per Table 1106.2), 4 required - 4 Provided

Parking Visitors:
Vehicles 43
ADA, 2 required - 6 Provided

Total Spaces Provided 133
Exemption for Over Maximum Amount

Accessible Parking:
76 to 100 for Total Number of Staff Parking: 4 Required
6 Provided

26 to 50 for Total Number of Visitor Parking: 2 Required
6 Provided

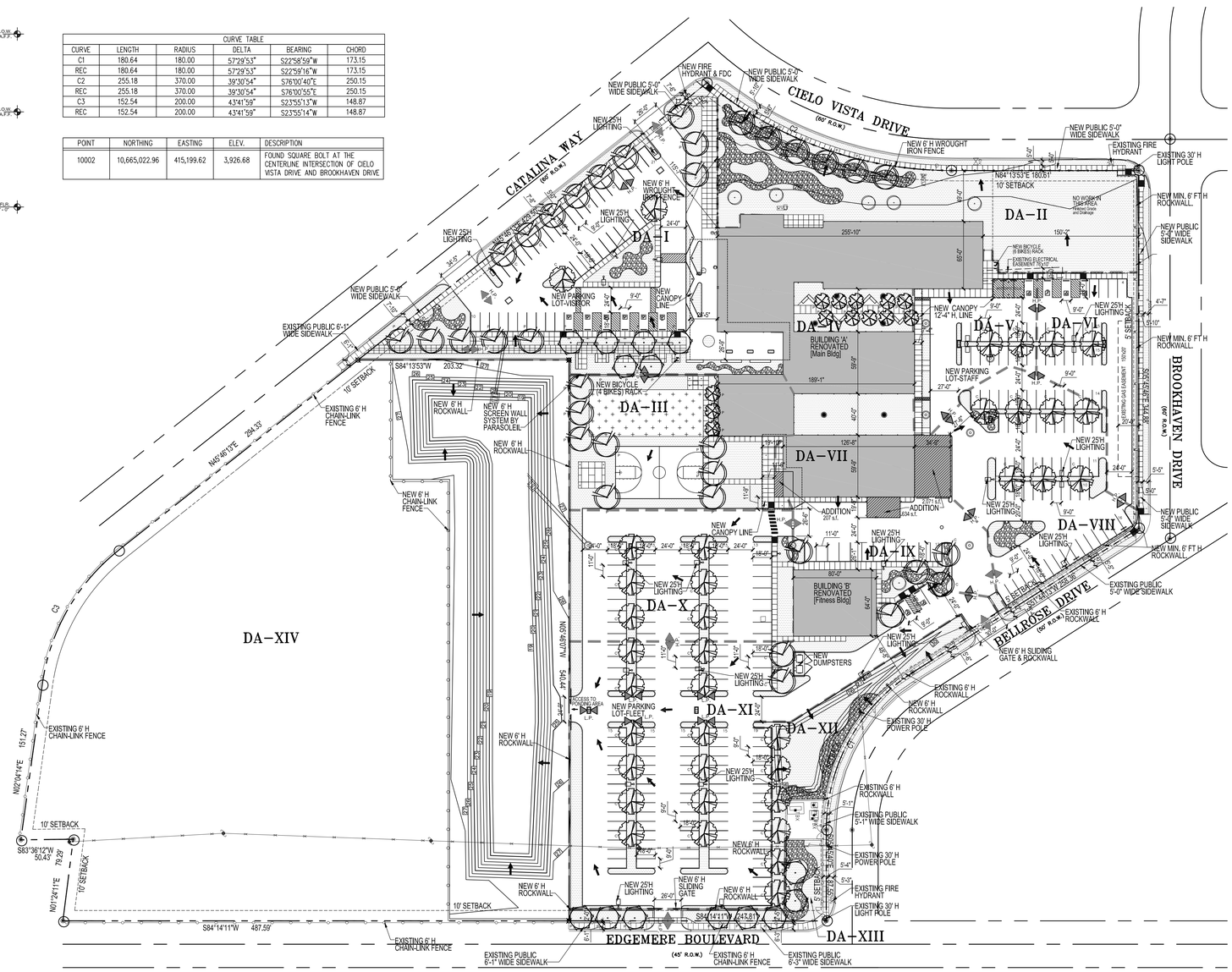
Bicycle Parking:
Per Code 5% of total parking spaces over 60.
Bicycle Parking for Staff REQUIRED 10
Bicycle Parking for Staff PROVIDED (indoor + outdoor) 40 + 10= 50
Bicycle Parking for Visitor REQUIRED 2
Bicycle Parking for Visitor PROVIDED 4

Heavy Truck Trailer per Appendix C.
46,678/200,000 sf GFA = 0.23 Space; No Space Required/Provided.

ACTUAL BUILDING HEIGHTS: 24'-11" and 26'-8"

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	180.64	180.00	57°29'53"	S22°58'59"W	173.15
REC	180.64	180.00	57°29'53"	S22°59'16"W	173.15
C2	255.18	370.00	39°30'54"	S76°00'40"E	250.15
REC	255.18	370.00	39°30'54"	S76°00'55"E	250.15
C3	152.54	200.00	43°41'59"	S23°55'13"W	148.87
REC	152.54	200.00	43°41'59"	S23°55'14"W	148.87

POINT	NORTHING	EASTING	ELEV.	DESCRIPTION
10002	10,665,022.96	415,199.62	3,926.68	FOUND SQUARE BOLT AT THE CENTERLINE INTERSECTION OF CIELO VISTA DRIVE AND BROOKHAVEN DRIVE


CATALINA WAY
(60' R.O.W.)
CIELO VISTA DRIVE
(60' R.O.W.)
BROOKHAVEN DRIVE
(60' R.O.W.)
BELLROSE DRIVE
(50' R.O.W.)
EDGEMERE BOULEVARD
(45' R.O.W.)
DA–I
DA–II
DA–III
DA–IV
DA–V
DA–VI
DA–VII
DA–VIII
DA–IX
DA–X
DA–XI
DA–XII
DA–XIII
DA–XIV
NEW PUBLIC 5'-0" WIDE SIDEWALK
NEW FIRE HYDRANT & FDC
NEW 25'H LIGHTING
NEW 6' H WROUGHT IRON FENCE
EXISTING FIRE HYDRANT
EXISTING 30' H LIGHT POLE
N84°13'53"E 180.61'
10' SETBACK
NO WORK IN THIS AREA Retained Grade and Drainage
NEW MIN. 6' FT H ROCKWALL
NEW PUBLIC 5'-0" WIDE SIDEWALK
NEW BICYCLE RACK
EXISTING ELECTRICAL EASEMENT 15'X20'
NEW CANOPY 12'-4" H. LINE
NEW PARKING LOT-STAFF
NEW PARKING LOT-VISITOR
NEW CANOPY LINE
BUILDING 'A' RENOVATED [Main Bldg]
BUILDING 'B' RENOVATED [Fitness Bldg]
ADDITION 207 s.f.
ADDITION 634 s.f.
NEW DUMPSTERS
NEW PARKING LOT-FLEET
NEW 6' H SLIDING GATE & ROCKWALL
EXISTING 6' H ROCKWALL
EXISTING 30' H POWER POLE
EXISTING FIRE HYDRANT
EXISTING PUBLIC 5'-1" WIDE SIDEWALK
EXISTING PUBLIC 5'-0" WIDE SIDEWALK
EXISTING 6' H CHAIN-LINK FENCE
EXISTING PUBLIC 6'-1" WIDE SIDEWALK
EXISTING PUBLIC 6'-3" WIDE SIDEWALK
EXISTING 6' H CHAIN-LINK FENCE
NEW 6' H ROCKWALL
NEW 6' H SCREEN WALL SYSTEM BY PARASOLEIL
NEW 6' H CHAIN-LINK FENCE
NEW BICYCLE RACK (8 BIKES) RACK
S84°13'53"W 283.32'
N45°46'15"E 284.33'
N02°04'14"E 151.27'
S83°36'12"W 50.43'
70.29'
N01°24'11"E
S84°14'11"W 487.59'
S84°14'11"W 247.81'
N01°45'59"W 384.77'
S01°45'59"E 384.77'
S01°45'59"E 384.77'
S84°14'11"W 247.81'
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ZONING

7024 Cielo Vista

City Plan Commission — April 9, 2026

SPECIAL PERMIT

CASE NUMBER:	**PZST25-00020**
CASE MANAGER:	Blanca Perez, (915) 212-1561, PerezBM@elpasotexas.gov
PROPERTY OWNER:	City of El Paso
REPRESENTATIVE:	Enrique Escobedo, AIA
LOCATION:	7024 Cielo Vista Dr. (District 3)
PROPERTY AREA:	13.23 acres
EXISTING ZONING:	R-4 (Residential)
REQUEST:	Special Permit for Governmental Use, Building and Detailed Site Development Plan approval
RELATED APPLICATIONS:	None
PUBLIC INPUT:	Three (3) calls of inquiry and two (2) calls in support received as of April 1, 2026.

SUMMARY OF REQUEST: The applicant is requesting a special permit to allow for a governmental use, building for an existing development to be converted into offices for the City of El Paso's Central Regional Command Center in the R-4 (Residential) zone district in accordance with the El Paso City Code Section 20.04.320 – Special Permit.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the special permit request for governmental use, building and detailed site development plan in the R-4 (Residential) zone district. The proposed development meets all the requirements of El Paso City Code Section 20.04.320 – Special Permit Approvals and Section 20.04.150 – Detailed Site Development Plan Procedures.

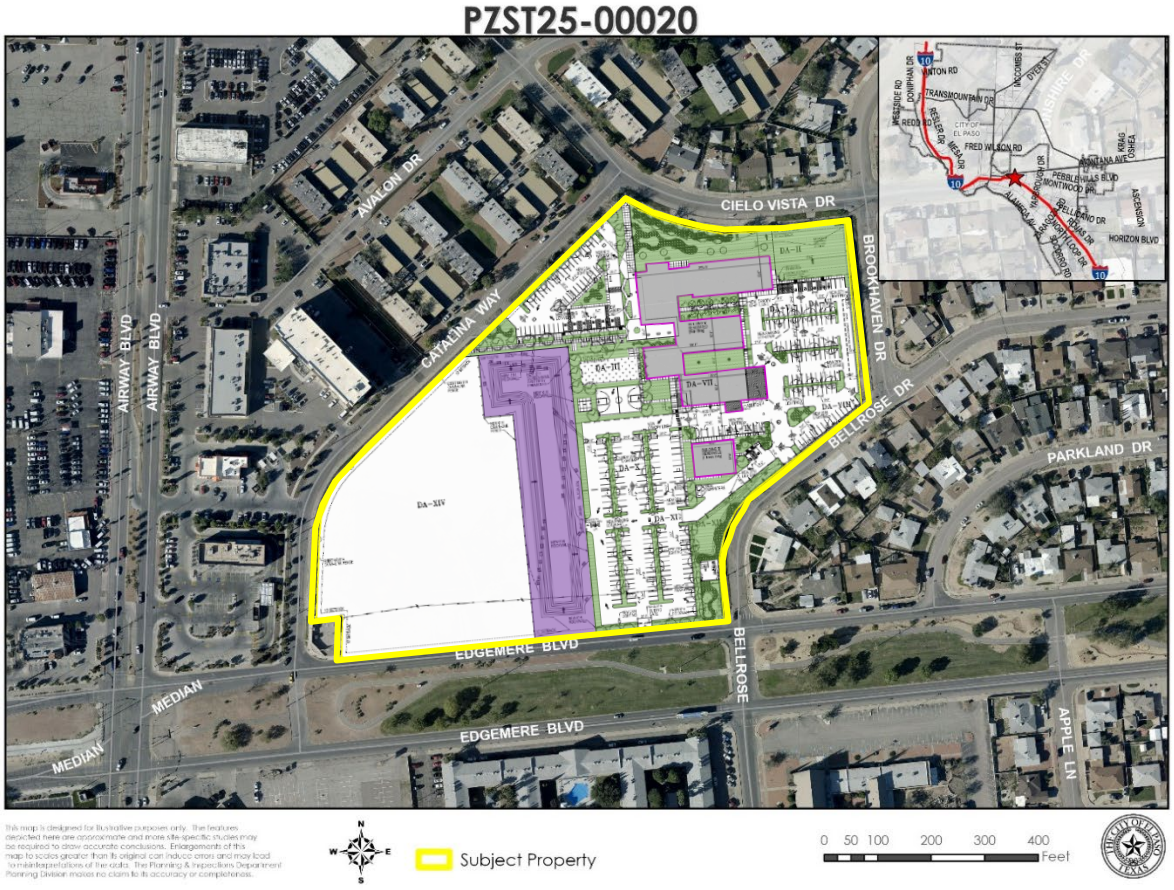


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting a special permit to allow for a governmental use, building for an existing development to be converted into offices for the City of El Paso's Central Regional Command Center in the R-4 (Residential) zone district. The subject property is approximately 13.23 acres and was formerly an elementary school (Bonham Elementary School). The Detailed Site Development Plan indicates that two (2) existing buildings will remain on site, with proposed improvements including additions to Building "A" for a total of 46,678 square feet for the entire development. The applicant is providing a total of one hundred and thirty-three (133) parking spaces, which exceeds the maximum allowed and complies with Section 20.14.050.E – Excess Parking requiring the installation of one (1) additional parking lot tree for every five (5) parking spaces provided beyond the maximum. The project also includes six (6) bicycle parking spaces as required. Public access to the site is proposed via Catalina Way, while private vehicular access for staff and fleet operations is proposed from Bellrose Drive and Edgemere Boulevard.

STAFF ANALYSIS: The proposed governmental use for a Central Regional Command Center is compatible with the surrounding area, as the site consists of a former elementary school and is located within a mix of residential, multifamily, and nearby commercial uses. The adaptive reuse of the existing structures maintains a similar scale and intensity, helping to minimize potential impacts on adjacent properties while continuing to utilize existing infrastructure and established access points from Catalina Way, Edgemere Boulevard, and Bellrose Drive. No significant negative impacts are anticipated, and no additional conditions are necessary, as the proposed development complies with applicable El Paso City Code requirements.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed Central Regional Command Center is compatible with the surrounding area and uses. Properties to the north and east are zoned R-4 (Residential) and consist primarily of single-family dwellings, while properties to the west include multifamily development zoned A-2 (Apartment) and a commercial shopping center zoned C-3/c (Commercial/conditions). To the south, the site is adjacent to Edgemere Linear Park and apartments zoned A-O (Apartment/Office). The nearest school, Burges High School, is located approximately 0.56 miles from the subject property, and Edgemere Linear Park is approximately 0.10 miles away.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (EL PASO CITY CODE SECTION 20.04.320.D)	
Criteria	**Does the Request Comply?**
1. The proposed development complies, except to the extent waived, varied or modified pursuant to the provisions of this title, with all of the standards and conditions applicable in the zoning district in which it is proposed to be located.	Yes. The proposed development complies with all standards per the R-4 (Residential) zoning district, with the use being allowed via an approved Special Permit.
2. Furthers *Plan El Paso* and applicable neighborhood plans or policies.	Yes. The request complies with the recommendations of *Plan El Paso* and the G-3, Post War future land use designation by promoting the adaptive reuse of an existing school site and introducing a civic/public safety use that serves the surrounding community. This allows to reinvest in established neighborhoods, utilize existing infrastructure, and incorporate civic uses that support nearby residential areas.
3. Adequately served by and will not impose an undue burden upon public improvements.	Yes. The property has adequate public services with vehicular access via Catalina Way and Bellrose Drive, classified as local streets, and Edgemere Boulevard, classified as a minor arterial, as per the City's Major Thoroughfare Plan (MTP).
4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development.	Yes. The existing development adequately mitigates any possible impacts to surrounding properties.
5. The design of the proposed development mitigates substantial environmental problems.	Yes. No environmental problems exist on the subject property.

6. The proposed development provides adequate landscaping and/or screening where needed.	Yes. The existing development complies with landscaping requirements.
7. The proposed development is compatible with adjacent structures and uses.	Yes. The existing development configuration is appropriate with surrounding residential and commercial uses.
8. The proposed development is not materially detrimental to the property adjacent to the site.	Yes. The existing development is similar in intensity and scale to surrounding development.

COMPLIANCE WITH *PLAN EL PASO* GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with *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 with 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 redevelopment is consistent with the Future Land Use designation and is compatible with surrounding development.
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **R-4 (Residential) District:** The purpose of the district is to promote and preserve residential development within the City to create basic neighborhood units. It is intended that the district regulations maintain a low density of dwelling units supporting a suburban-urban interface that permits developments utilizing varying lot configurations. The regulations of the district will permit primarily single-family and two-family residential areas, and recreational and institutional uses incidental to and serving the neighborhood.	Yes. The existing zoning is compatible with surrounding residential development. No zoning change is proposed with this request. Surrounding properties to the north and east are zoned R-4 (Residential) and include single-family dwellings, properties to the west include apartments zoned A-2 (Apartment) and a shopping center zoned C-3/c (Commercial/conditions) and to the south include the Median Linear Park and apartments zoned A-O (Apartment/Office).
THE PROPOSED PROJECT'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 subject property is not located within any historic districts, other special designations, or areas with adopted study area plans.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	This proposed use will allow the adaptive reuse of the existing unoccupied building for public safety.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve greenfield/environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is stable, with no rezoning in the area within the last 10 years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	Existing zoning will not be changed. Due to the location of the proposed redevelopment and the use of governmental use, building, a special permit is required per city code.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments from reviewing departments.

PUBLIC COMMENT: The subject property is located within the Cielo Vista Neighborhood Association, which was notified of the request by the applicant. On January 15, 2026, the applicant met with the neighborhood association and received support for the proposal. Public notice was sent to all property owners within 300 feet of the subject property on March 27, 2026. As of April 2, 2026, the Planning Division has received three (3) calls of inquiry and two (2) calls in support of the special permit request.

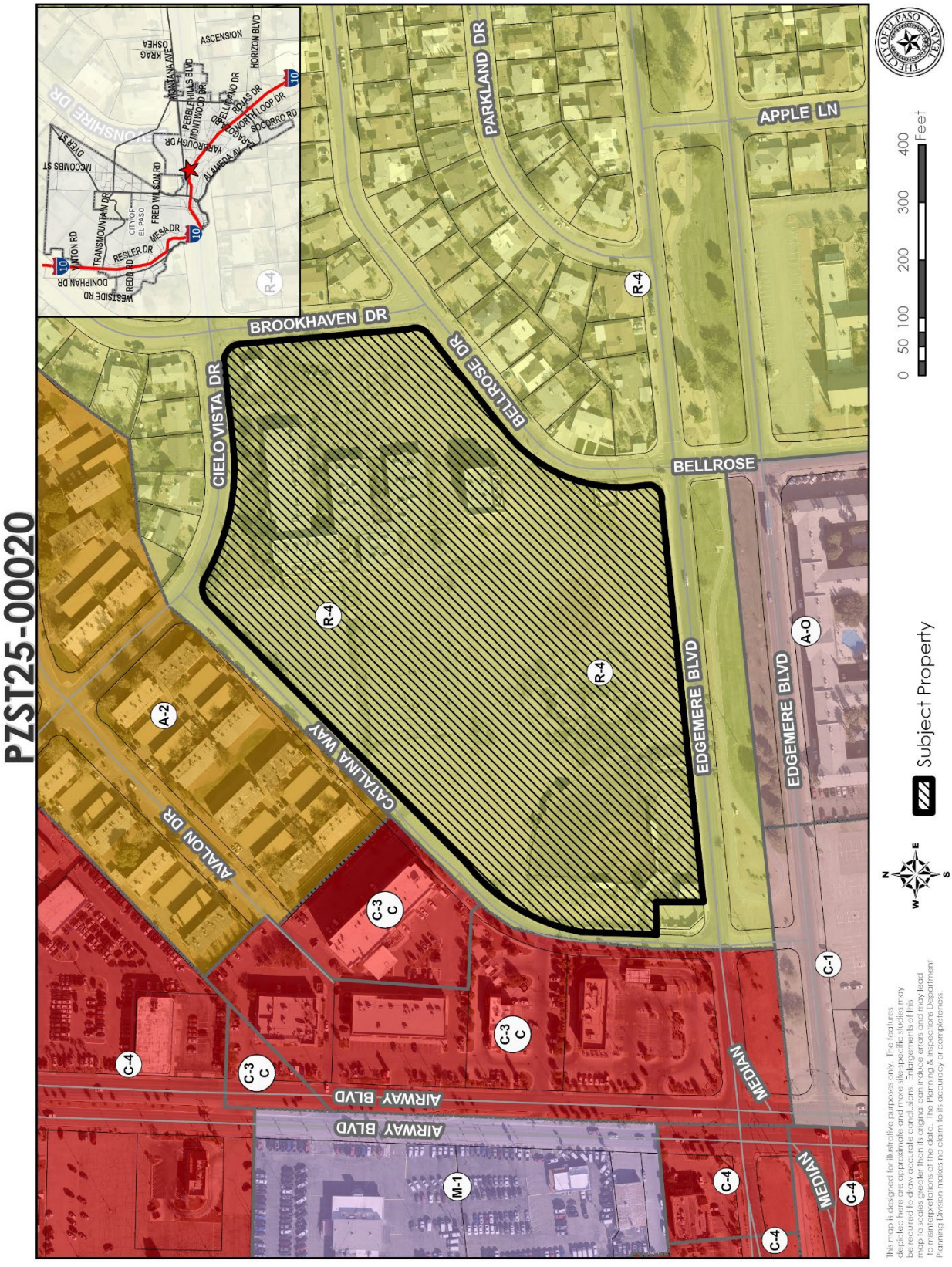
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the special permit request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the special permit request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
3. **Recommend Denial** of the special permit request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

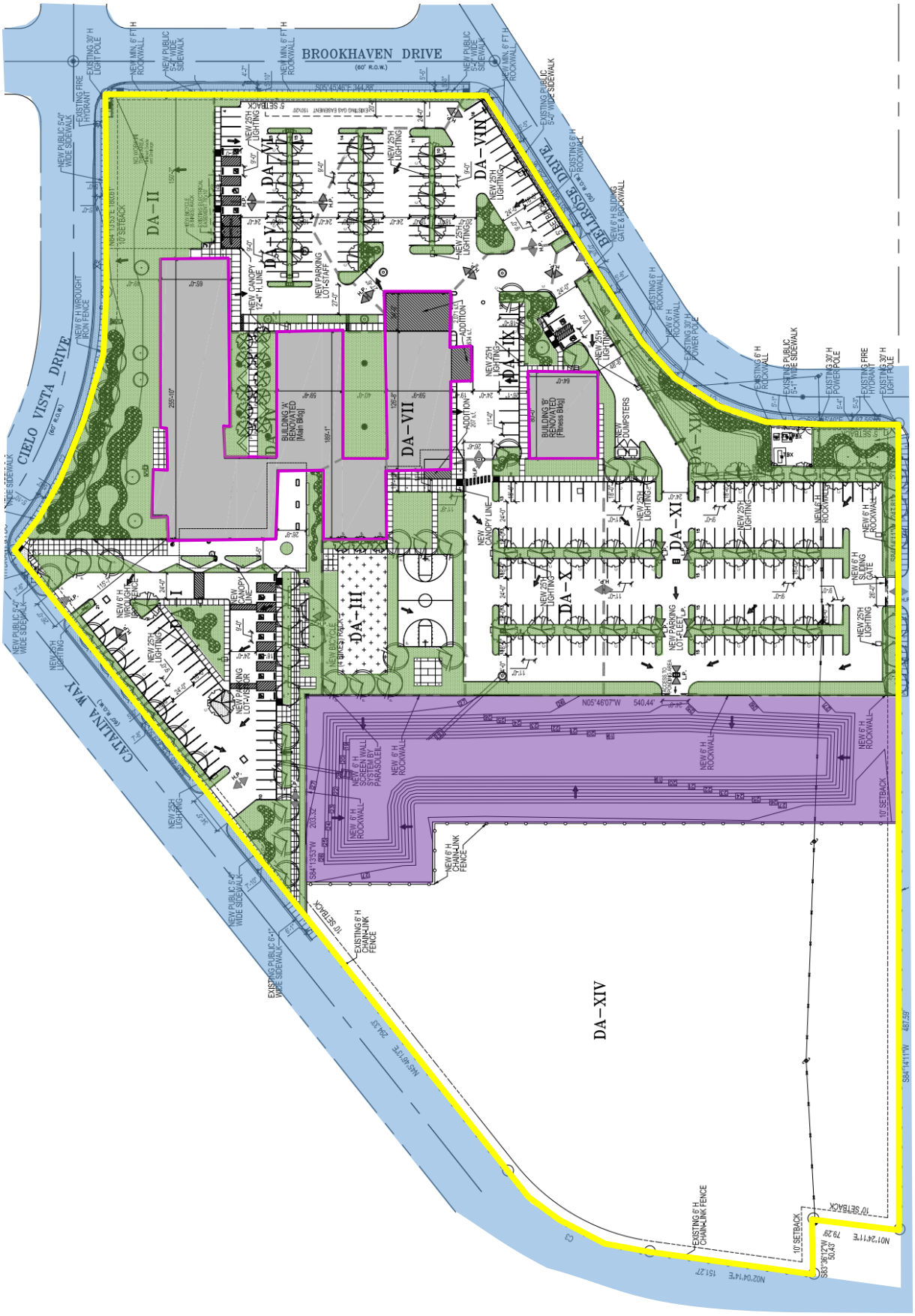
ATTACHMENTS:

1. Zoning Map
2. Detailed Site Development Plan
3. Elevations
4. Department Comments
5. Neighborhood Notification Boundary Map

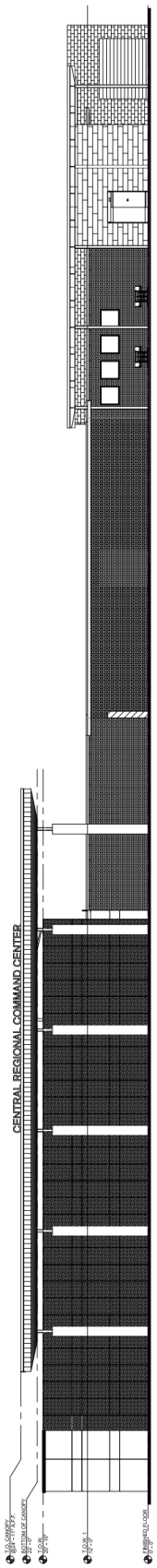
ATTACHMENT 1



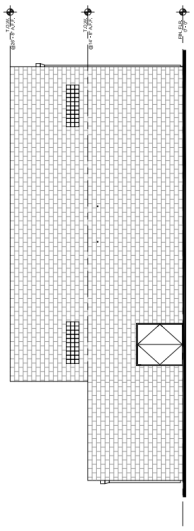
ATTACHMENT 2



ATTACHMENT 3



4 WEST ELEVATION - BUILDING A
SCALE: 1" = 16'-0"



5 EAST ELEVATION - BUILDING B
SCALE: 1/8" = 1'-0"

ATTACHMENT 4

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL** of the special permit request for governmental use, building and detailed site development plan in the R-4 (Residential) zone district. The proposed development meets all the requirements of El Paso City Code Section 20.04.320 – Special Permit Approvals and Section 20.04.150 – Detailed Site Development Plan Procedures.

Planning and Inspections Department – Plan Review & Landscaping Division

Addition was identified on revised plan. At the time of submittal for building permits, the project will need to comply with all applicable municipal and building code requirements.

Planning and Inspections Department – Land Development

1. The code encourages the use of nonstructural storm water management such as the preservation of greenspaces, rain water harvesting within landscape areas, and the Preservation of Natural Arroyos, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.
2. The proposed public ponding area shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event.
3. Allow and provide for the safe passage of existing stormwater runoff traversing the subject property via drainage and maintenance access easements for abutting lots if needed.

Note: Comments will be addressed at the permitting stage.

Fire Department

No adverse comments.

Police Department

No comments provided.

Environment Services

No comments provided.

Streets and Maintenance Department

Traffic and Transportation Engineering:

No objections to application.

Street Lights Department:

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.

Sun Metro
No comments provided.

El Paso Water
Does not object to this request.

EPWU-PSB Comments
There is an existing 8-inch diameter water main that extends along Cielo Vista Drive. The water line is located approximately 45 feet north of the property. This main is available to provide service.

There is an existing 6-inch diameter water main that extends along Brookhaven Drive. The water line is located approximately 45 feet east of the property. This main is available to provide service.

There is an existing 6-inch diameter water main that extends along Bellrose Drive. The water line is located approximately 15 feet east of the property. This main is available to provide service.

There is an existing 8-inch diameter water main that extends along Edgemere Boulevard. The water line is located approximately 15 feet south of the property. This main is available to provide service.

There is an existing 6-inch diameter water main that extends along Catalina Drive. The water line is located approximately 15 feet west of the property This main is available to provide service.

Previous water pressure reading from fire hydrant #0286, last tested on 11/04/2021 located at the southeast corner of Edgemere Boulevard and Bellrose Drive, yielded a static pressure of 80 psi, a residual pressure of 68 psi, and a flow discharge of 1,363 gpm. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

EPWater records indicate an inactive 3/4-inch water meter serving the subject property. The service address for this meter is 7024 Cielo Vista Drive.

EPWater records indicate an inactive 2-inch water meter serving the subject property. The service address for this meter is 7000 Cielo Vista Drive.

Sanitary Sewer
There is an existing 12-inch diameter sewer main that extends along Cielo Vista Drive. The sewer line is located approximately 25 feet north of the property. This main is available to provide service.

There is an existing 8-inch diameter sewer main that extends along Brookhaven Drive. The sewer line is located approximately 25 feet east of the property. This main is available to provide service.

There is an existing 8-inch diameter sewer main that extends along Bellrose Drive. The sewer line is located approximately 20 feet east of the property. This main is available to provide service.

There is an existing 8-inch diameter sewer main that extends along Catalina Drive. The sewer line is located approximately 30 feet west of the property This main is available to provide service.

General
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:
No comments provided.

El Paso County 911 District
No comments/concerns regarding this zoning.

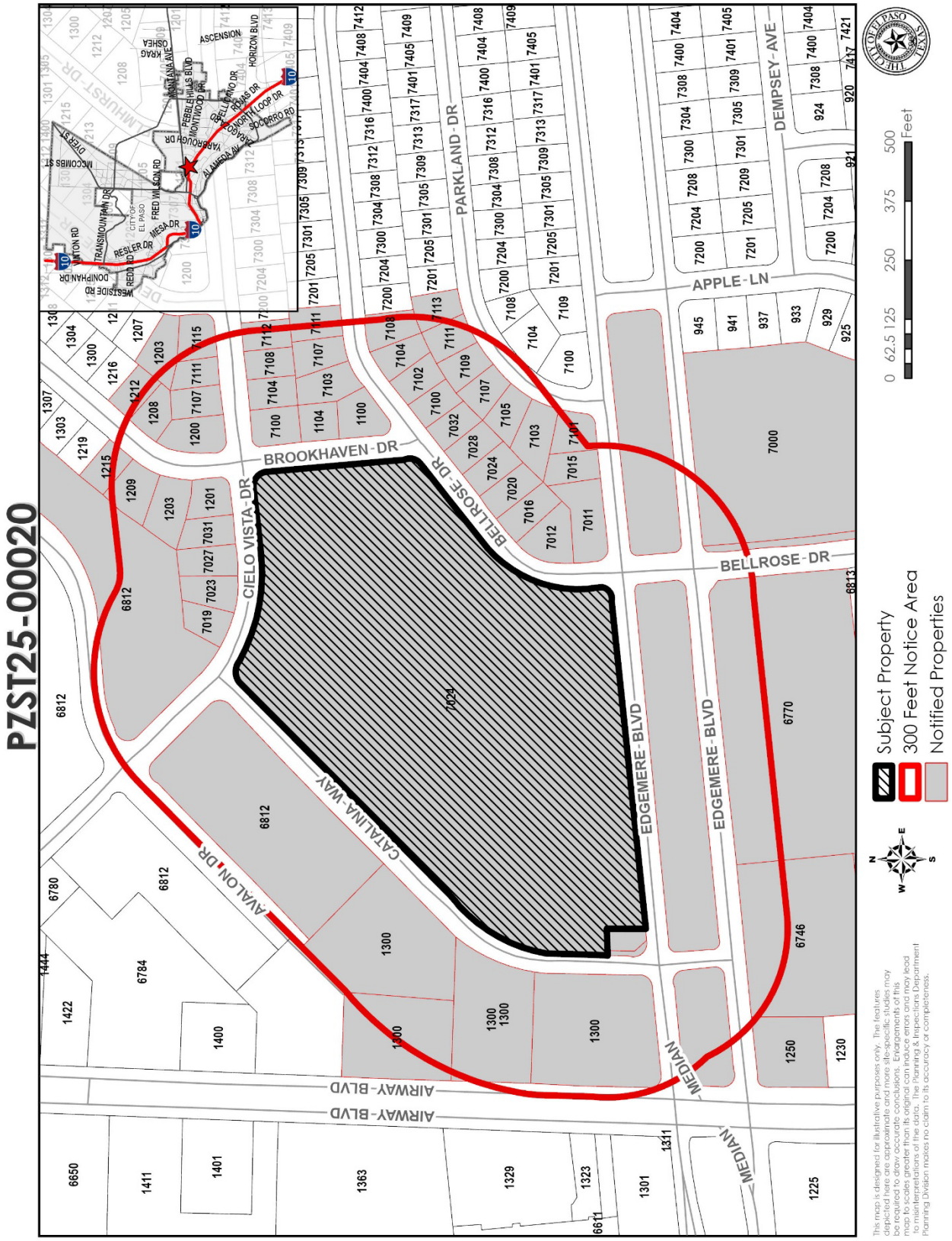
Texas Department of Transportation
No comments provided.

El Paso County Water Improvement District #1
No comments provided.

Texas Gas Service
Texas Gas Service has an active service line at 7024 Cielo Vista, no additional comments.

El Paso Electric
Note the existing lines within the parcel.

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	Daniel Carrillo
Business Name	City of El Paso Capital Improvement Department
Agenda Item Type	Special Permit
Relevant Department	Planning and Inspections

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: Daniel C. Carrillo Digitally signed by Daniel C. Carrillo Date: 2025.12.18 10:12:39 -07'00' Date: 12-18-2025

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 W. 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 AND 06-09-2026]

City of El Paso Agenda Summary Form

City Clerk

Submitted On: Jun 10, 2026, 10:50AM EDT

Department / Council Office	Planning and Inspections
Agenda Date	April 28, 2026
Public Hearing Date	June 23, 2026
Email of User Submitting Form	ZamoraLF@elpasotexas.gov
Contact Person	Kevin W. Smith (915) 212-1566
2nd Contact Person	Luis F. Zamora (915) 212-1552
District(s) Affected	District 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 daughter. 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
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	N/A
Enter the elected official's name followed by the amount donated.	See attached.

For More Information	Luis Zamora (915) 212-1552 ZamoraLF@elpasotexas.gov

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:

10/21/2026

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;

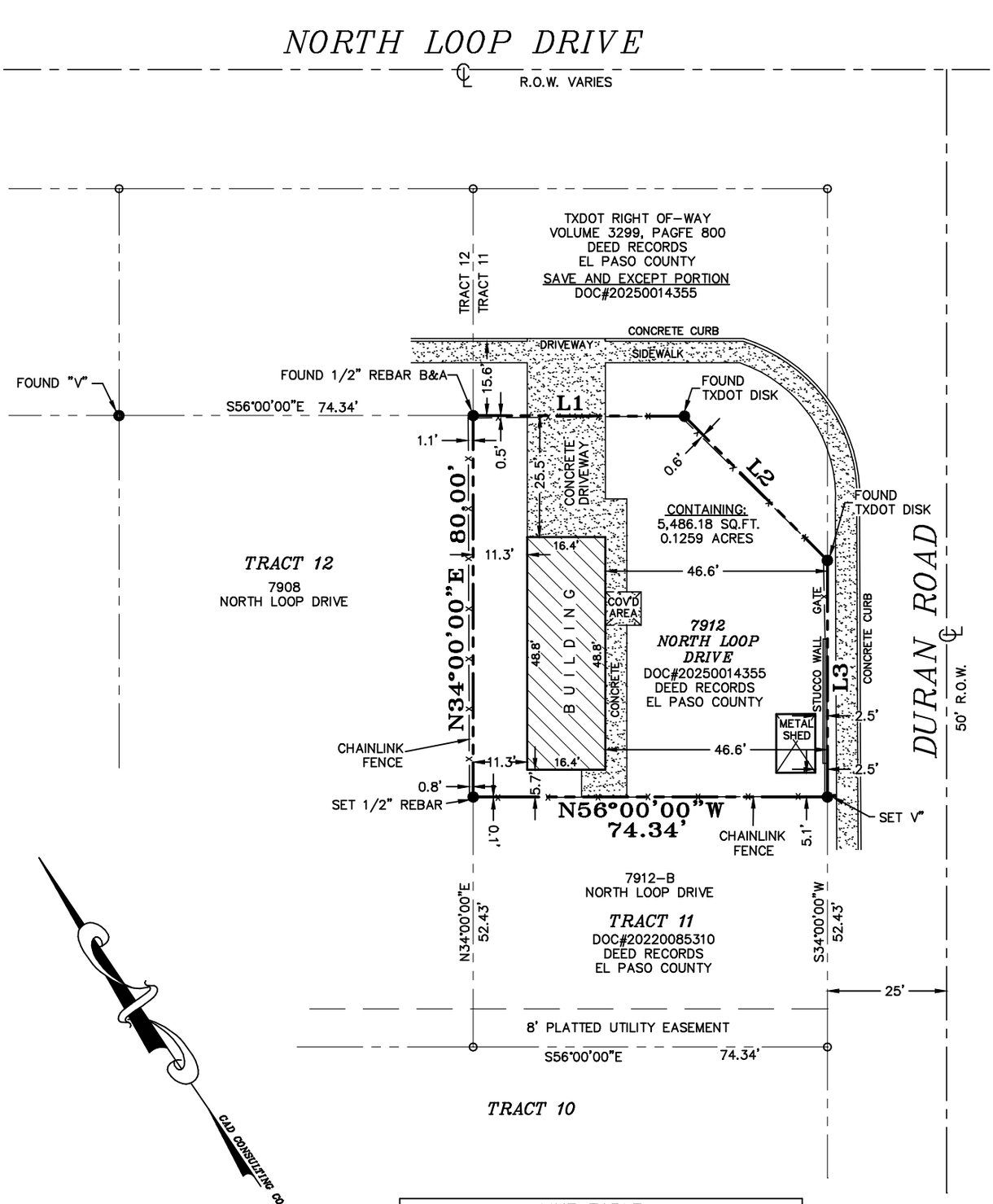
THENCE, leaving said common boundary line of Tracts 11 and 12 and along the southerly right-of-way line of North Loop Drive, South 55°49'13" East, a distance of 44.34 feet to a found TXDOT Disk for corner;

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.

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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

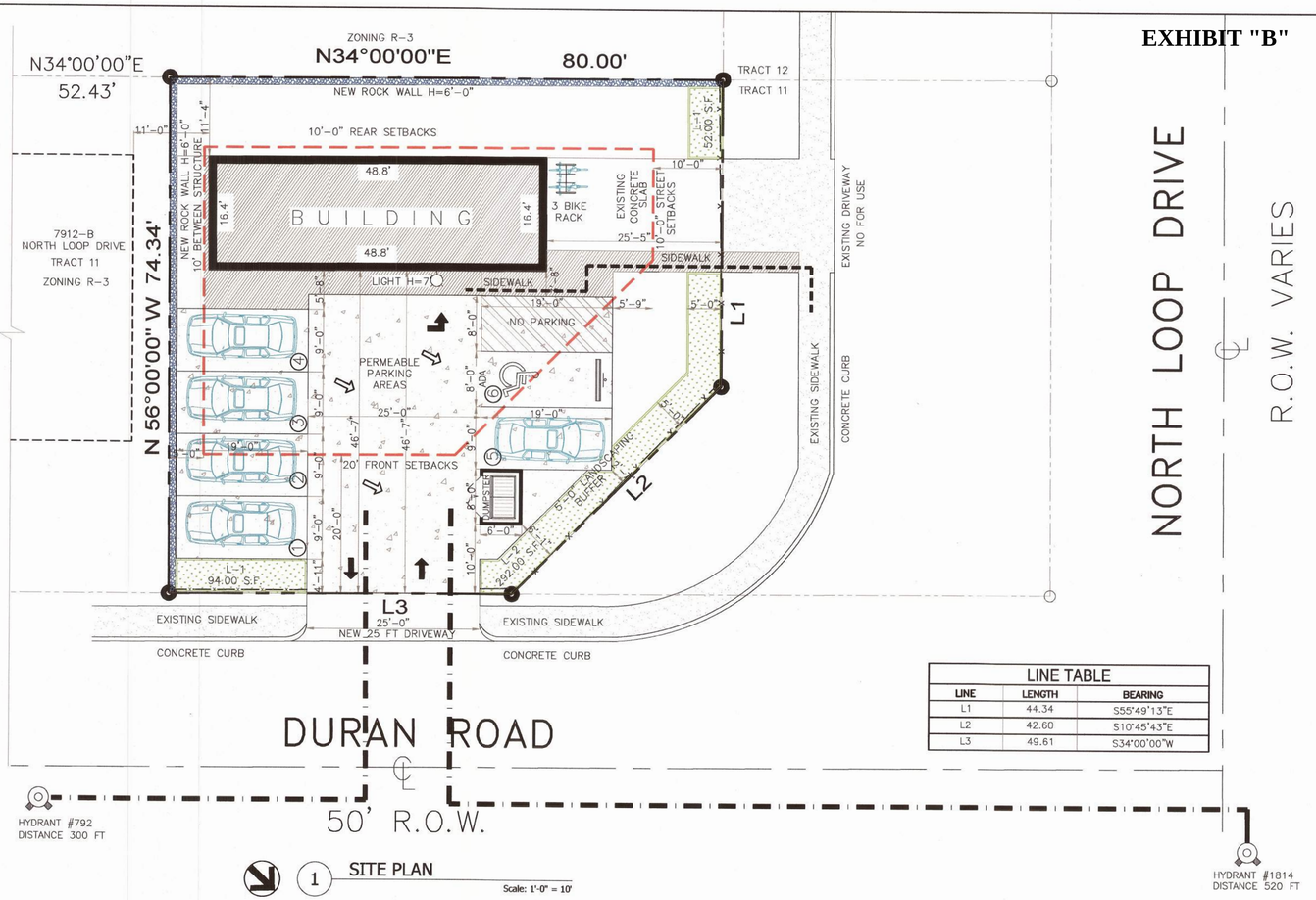
RECORDED IN VOLUME 9, PAGE 28B , PLAT RECORDS, EL PASO COUNTY, TEXAS.

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.

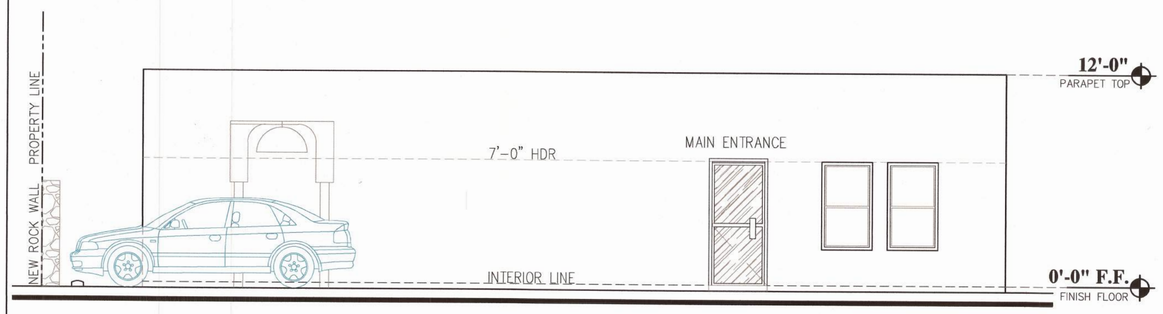
DUMPSTER
8 YARD DUMPSTER
6' L X 5' W X 7' H

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

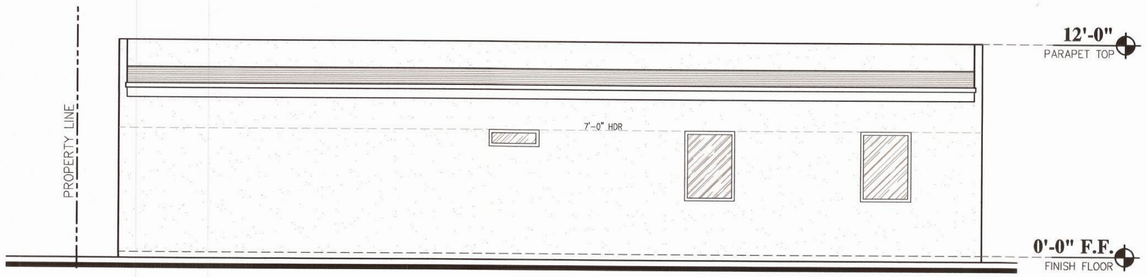
LEGEND
- ARROWS INDICATE BLDG. ENTRANCE
- ARROWS INDICATE STORM WATER DRAINAGE FLOW
- CONCRETE SLAB (SIDEWALK)
- LANDSCAPING
- NEW PERMEABLE CONCRETE SLAB
- ACCESSIBLE ROUTE
- EXISTING PRIVATE FIRE HYDRANT
- PRIVATE FIRE HYDRANT
- NEW ENTRANCE LIGHT
- EXISTING CONCRETE SLAB



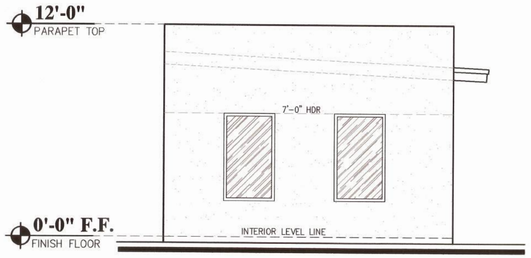
2 FRONT ELEVATION
Scale: 1/4"=1'-0"

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.

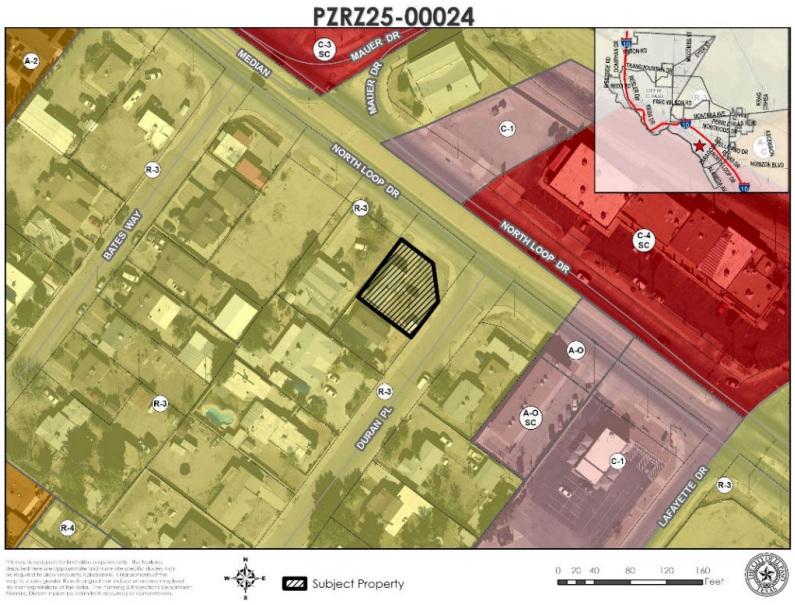


Figure A. Subject Property & Immediate Surroundings

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.

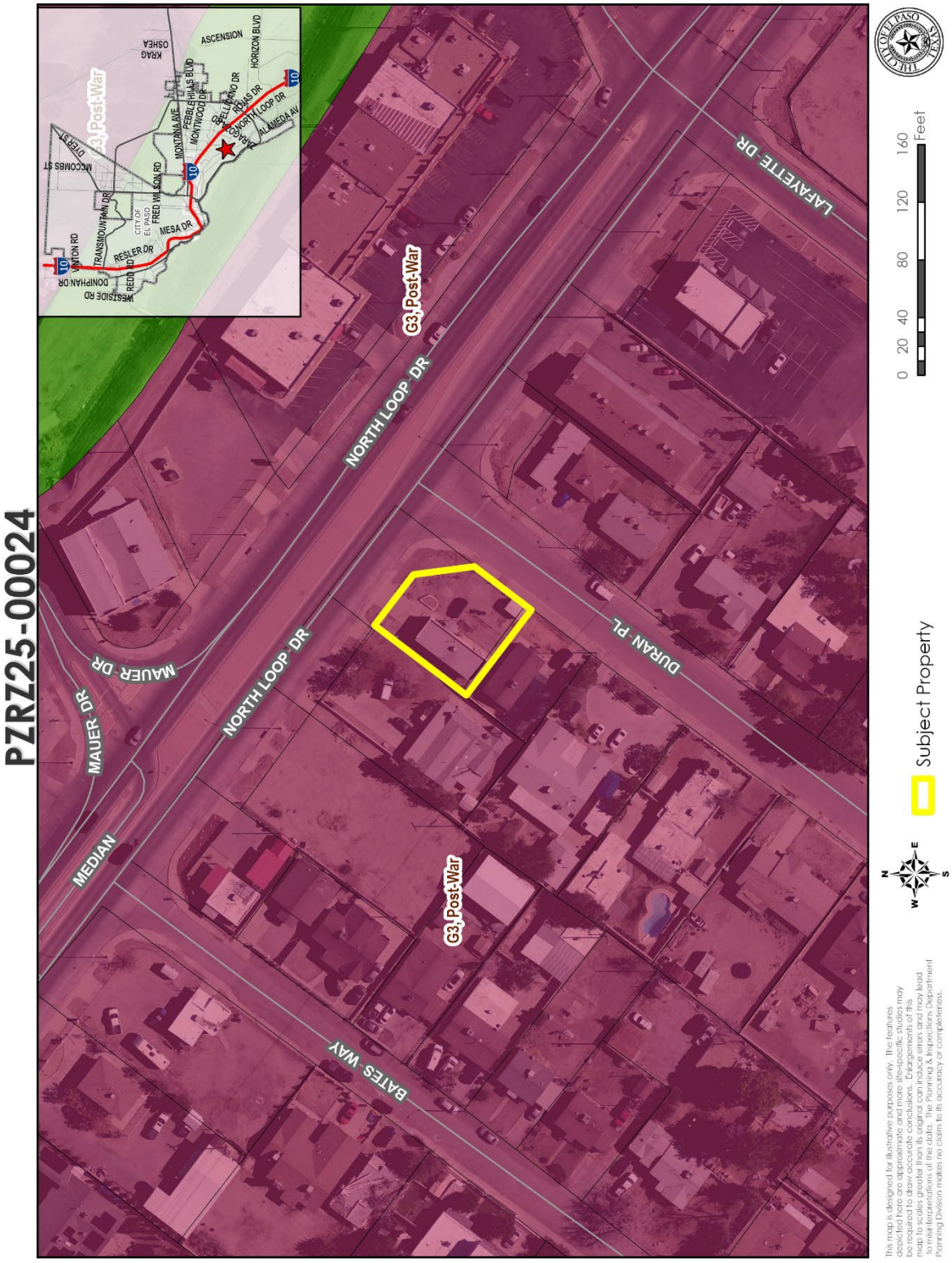
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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.

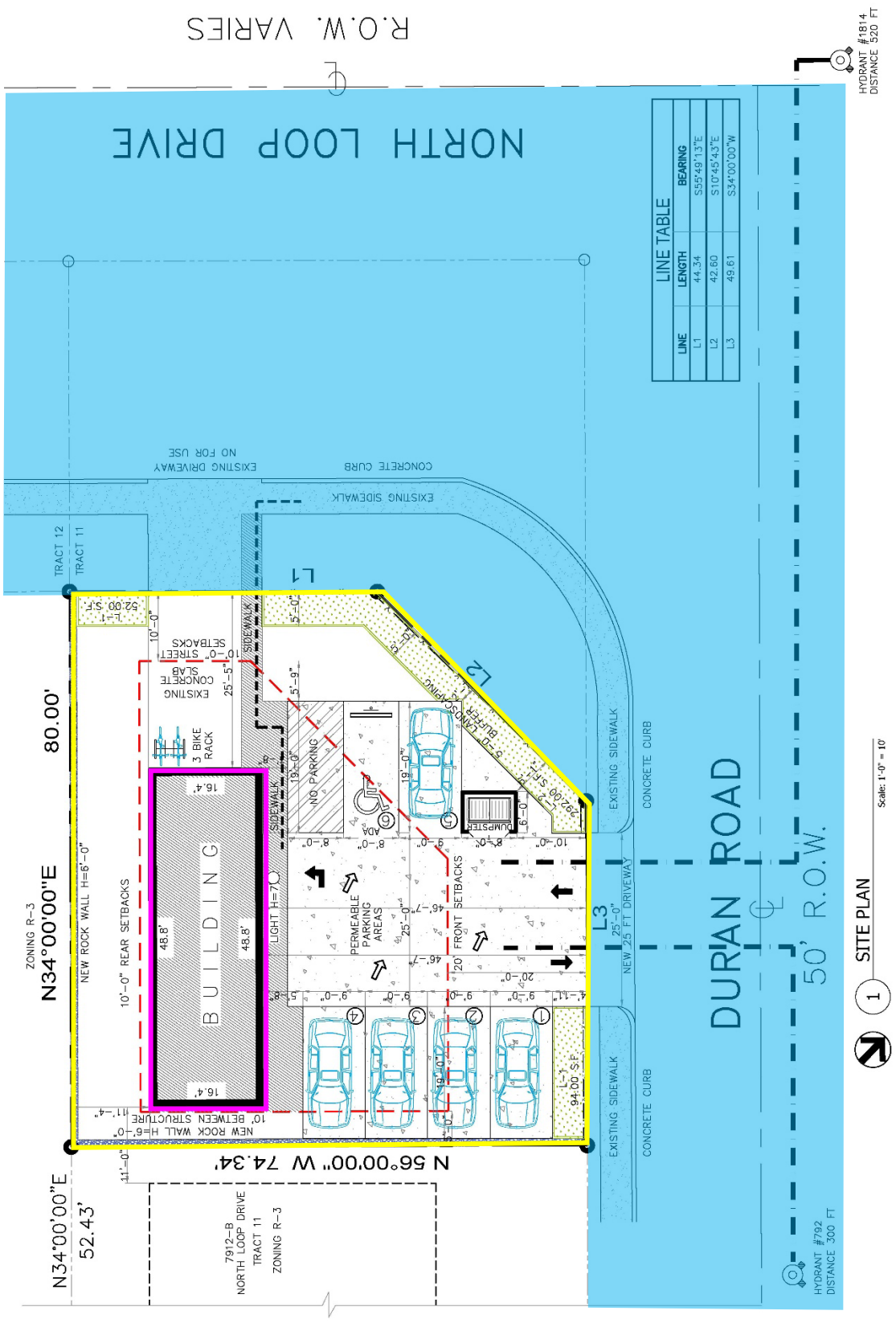
ATTACHMENTS:

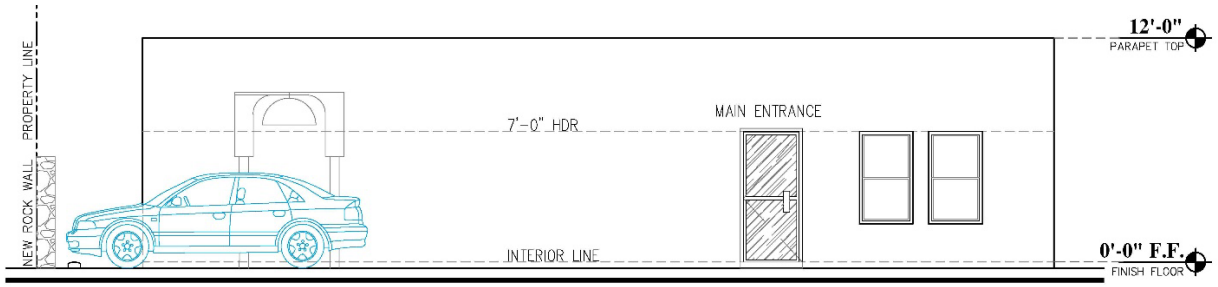
1. Future Land Use Map
2. Detailed Site Development Plan
3. Department Comments
4. Neighborhood Notification Boundary Map
5. Opposition
6. Support

ATTACHMENT 1

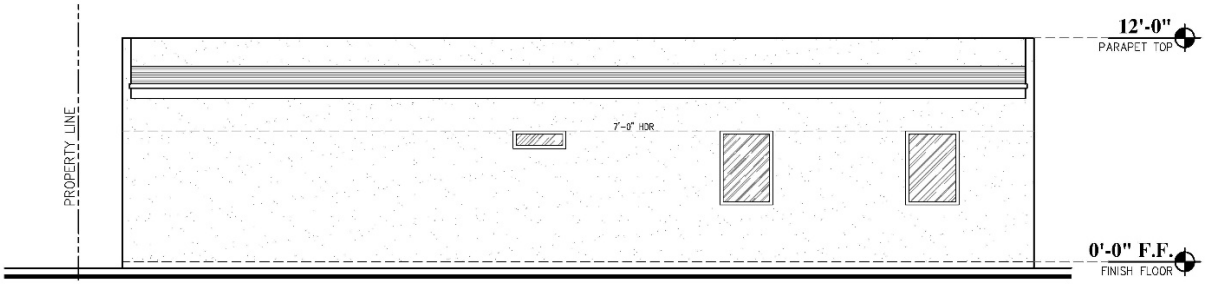


ATTACHMENT 2

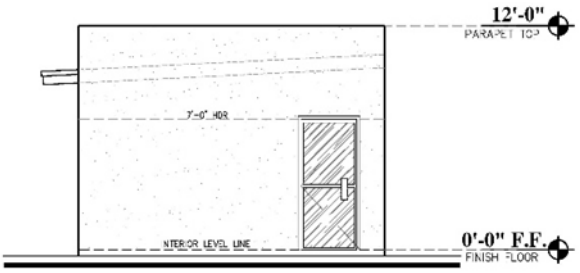




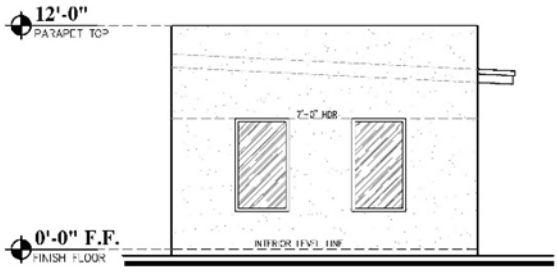
2 FRONT ELEVATION
Scale: 1/4"=1'-0"



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.

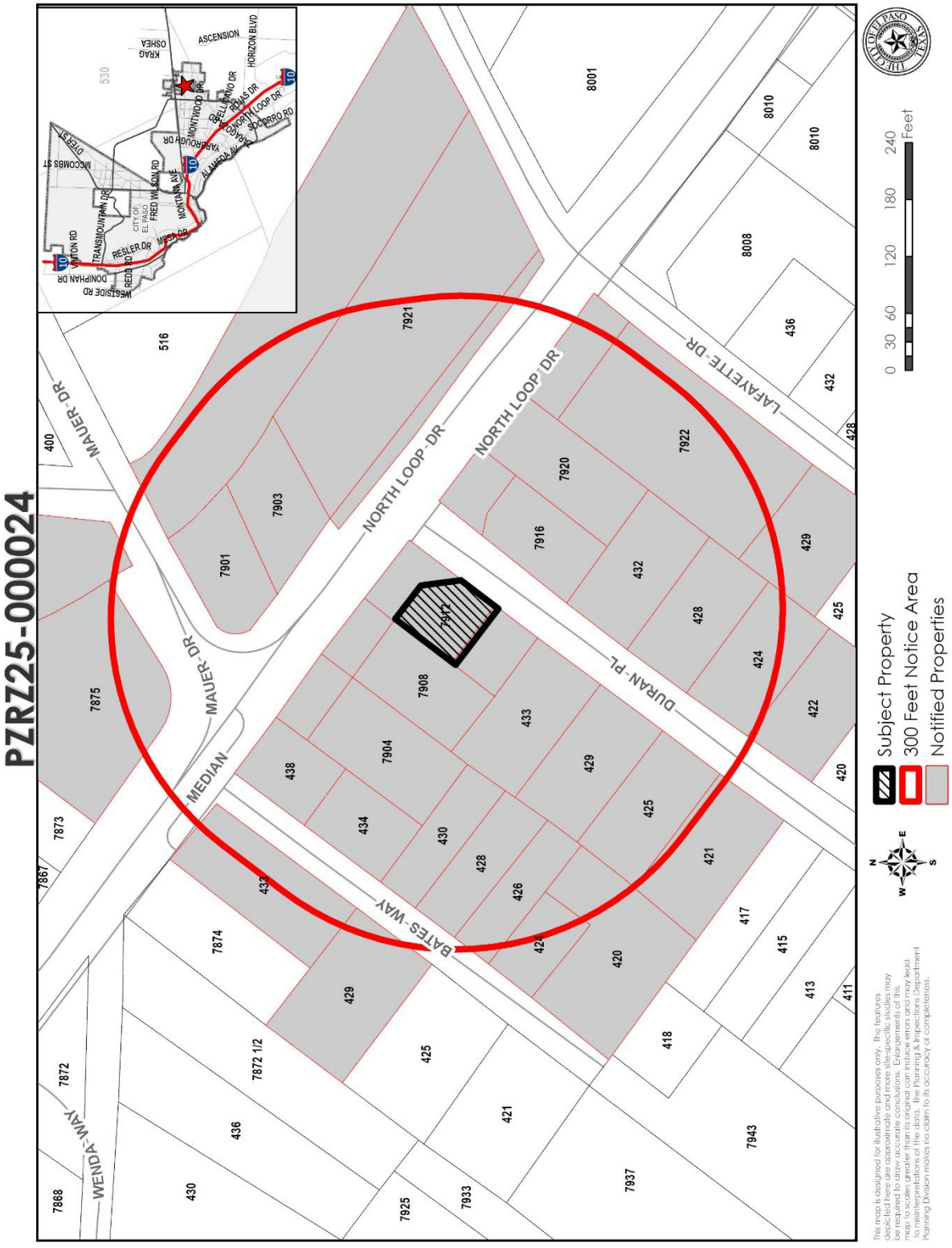
Fire Department
No comments were received.

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 Wolfin 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

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

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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. Rodugez 915-273-5398
7921 North Loop. Suite E saleshouseofflowers@gmail.com.

1.NAME/ADDRESS/PHONE or EMAIL
Sandra Rodugez 915 273-5398 mi Rupita @
7921 North. Loop. Suite F lamichoacana gmail.con.

1.NAME/ADDRESS/PHONE or EMAIL
Angelique Cruz (915) 630-5876
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 28

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.

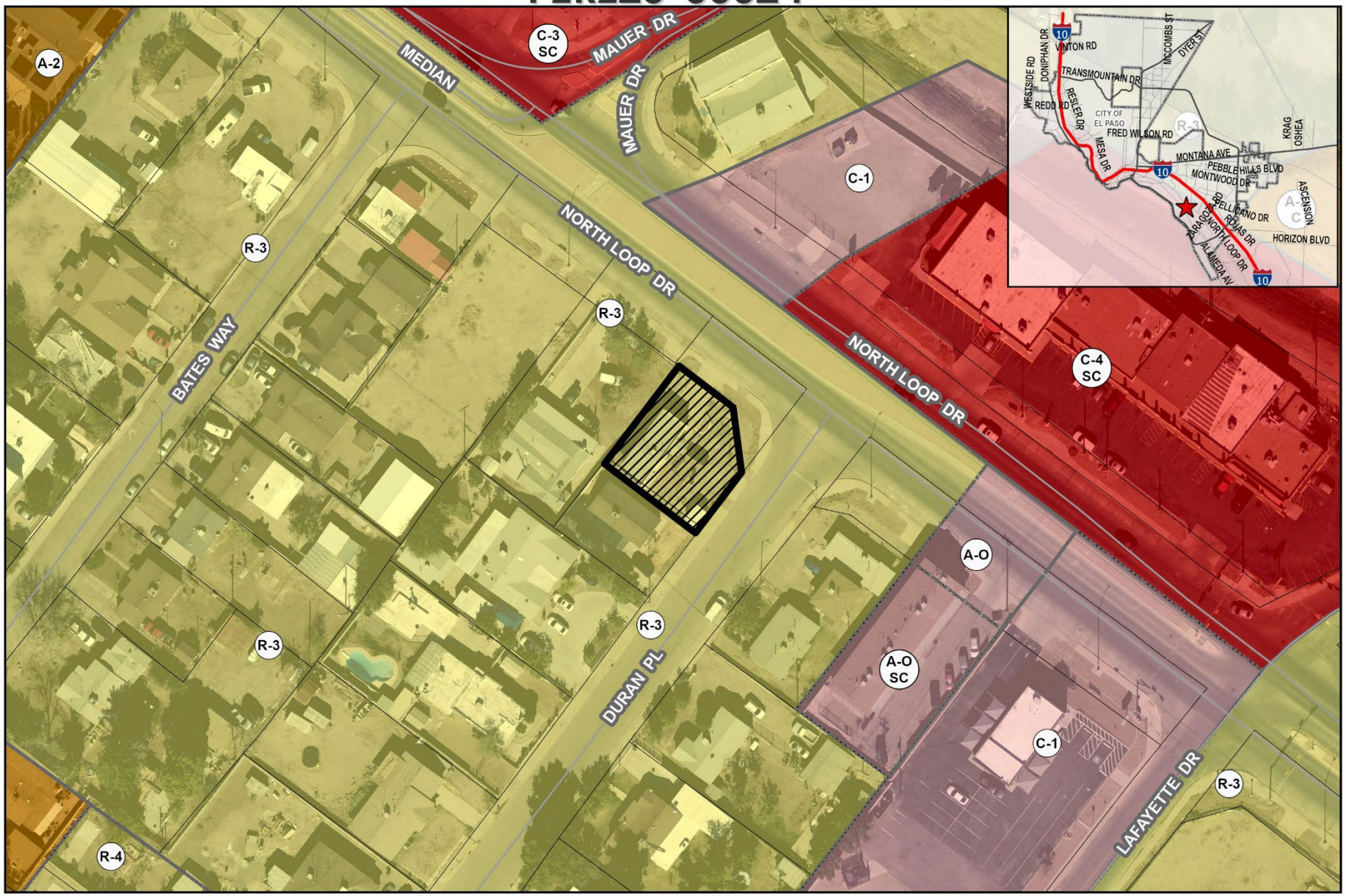
N W E S

Subject Property

0 20 40 80 120 160 Feet

Aerial

PZRZ25-00024



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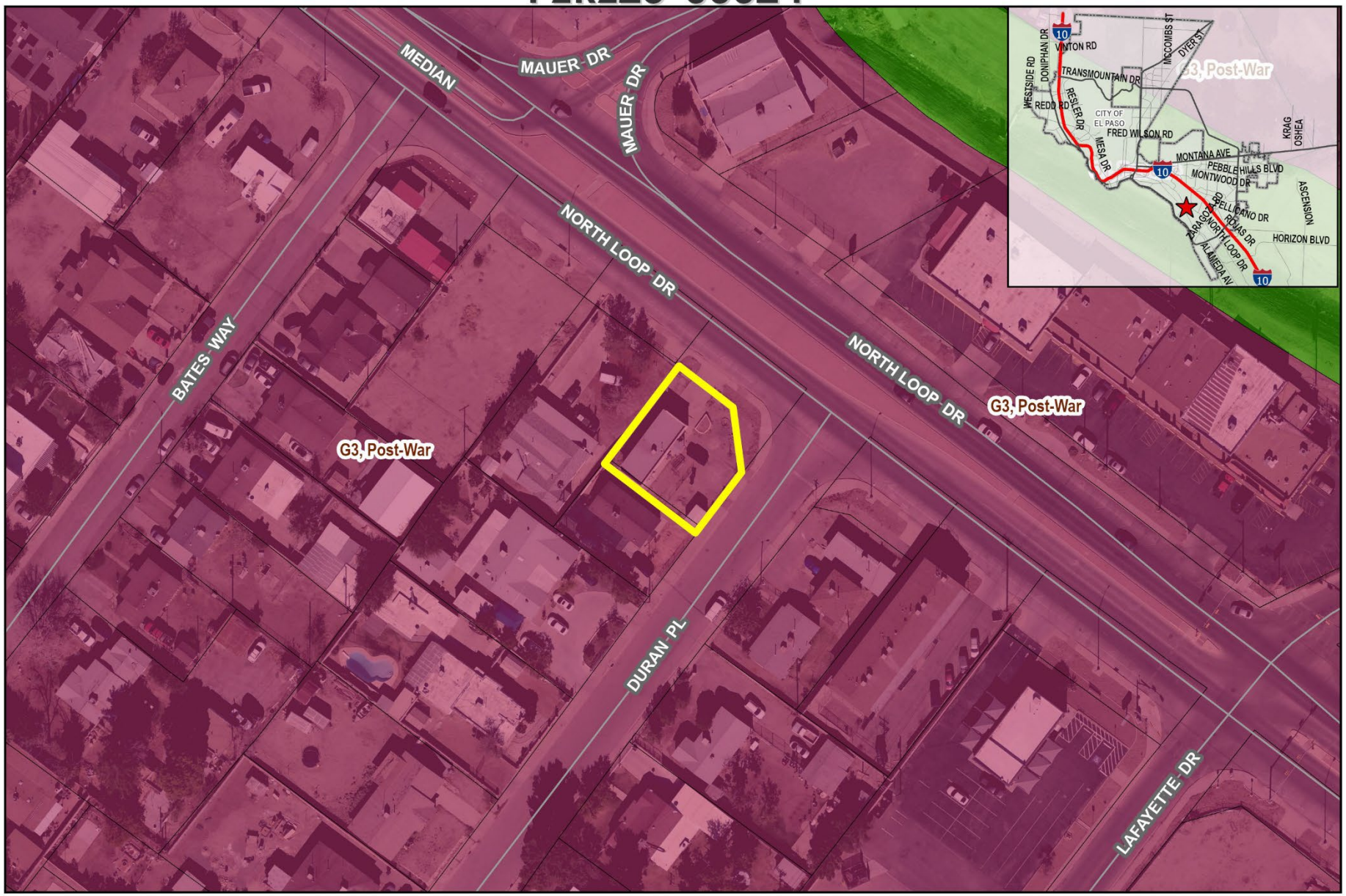
N W E S

Subject Property

0 20 40 80 120 160 Feet

Existing Zoning

PZRZ25-00024



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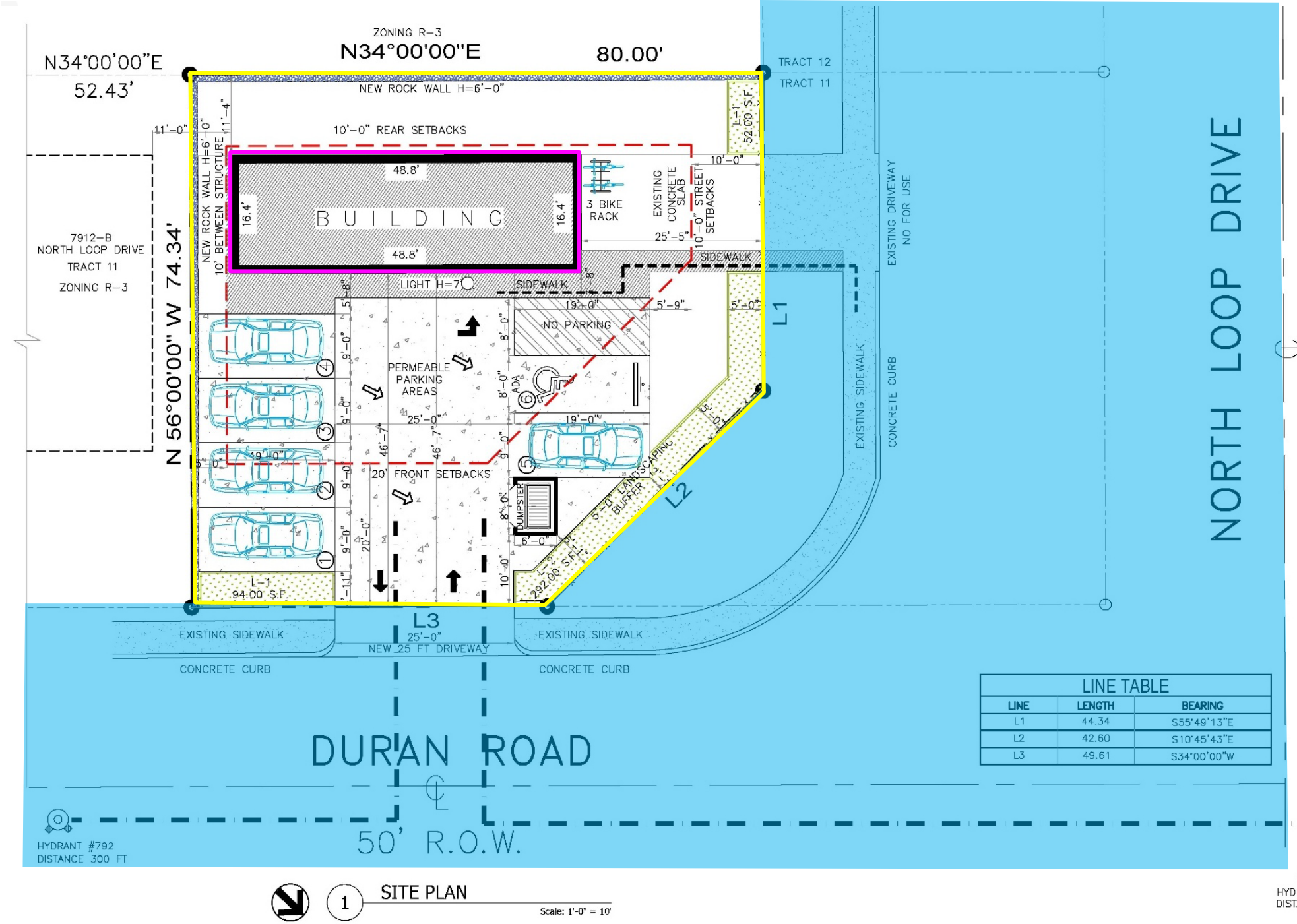
N W E S

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

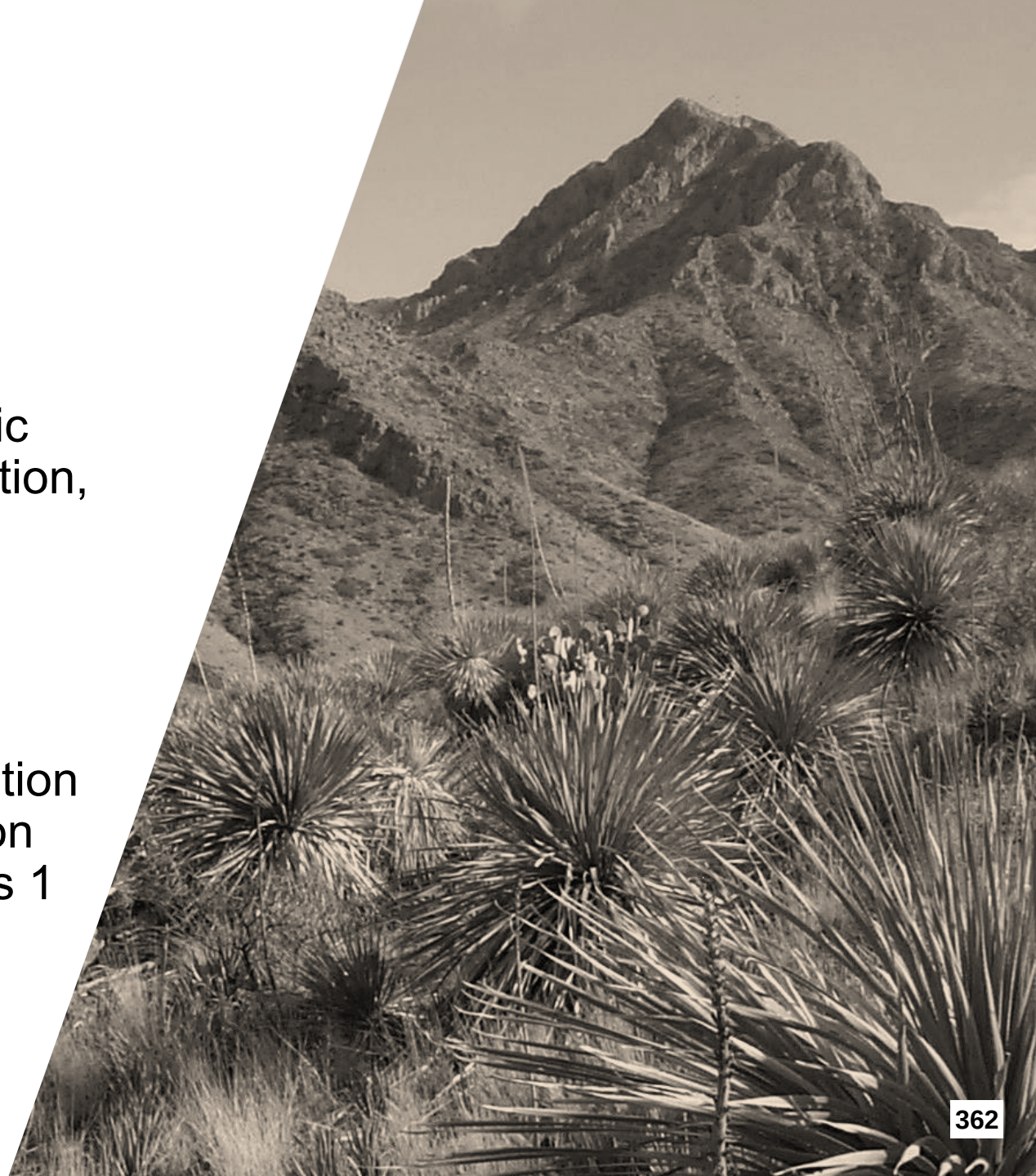
W

S

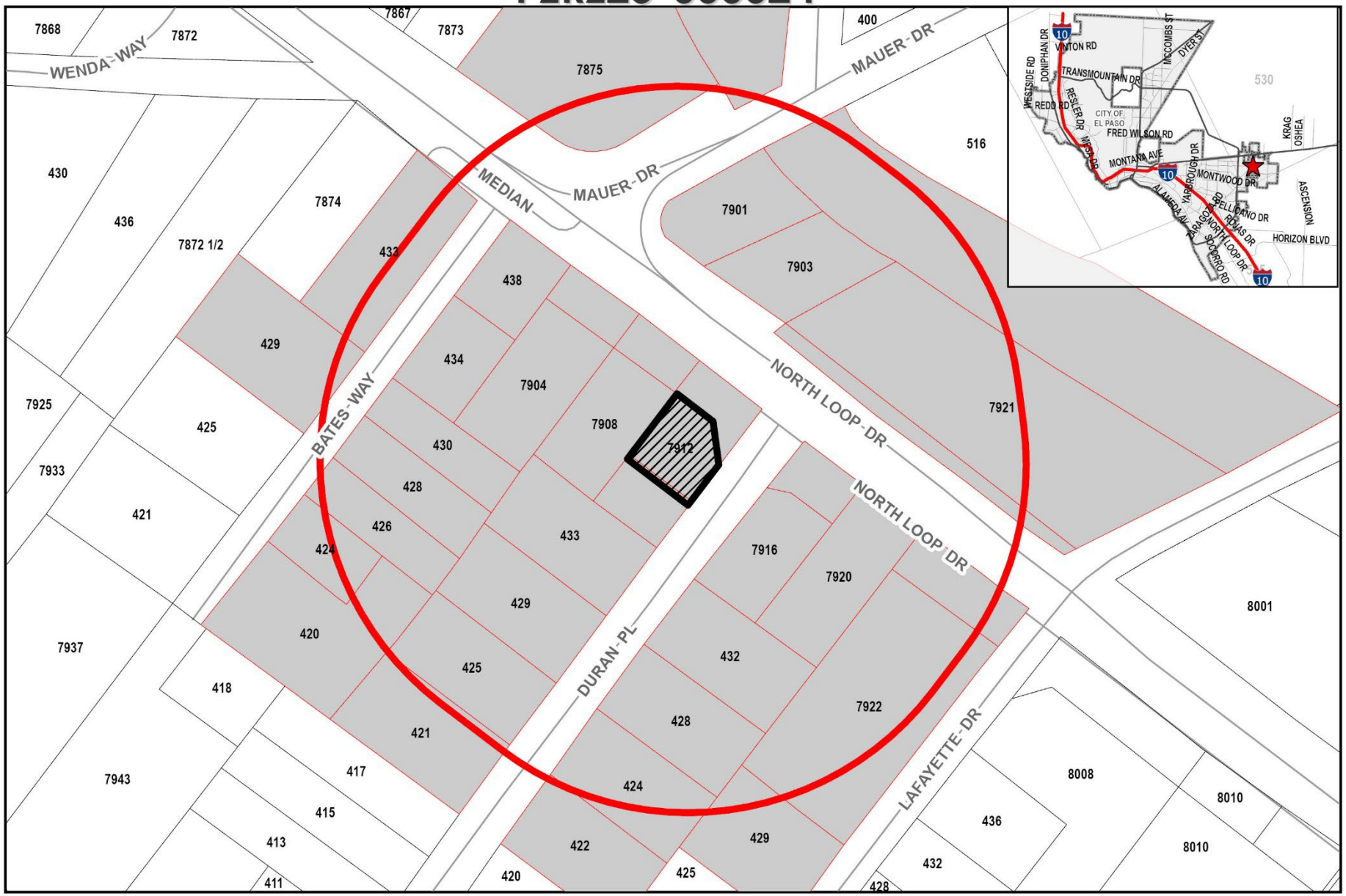
E

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



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N W E S

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 W. 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 [POSTPONED FROM 06-09-2026]

City of El Paso Agenda Summary Form

City Clerk

Submitted On: Jun 10, 2026, 01:06PM EDT

Department / Council Office	Planning and Inspections
Agenda Date	May 12, 2026
Public Hearing Date	June 23, 2026
Email of User Submitting Form	gonzalezag@elpasotexas.gov
Contact Person	Kevin W. Smith (915) 212-1566
2nd Contact Person	Alejandra Gonzalez (915) 212-1506
District(s) Affected	District 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), 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
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
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	N/A
Enter the elected official's name followed by the amount donated.	Mayor - Renard U. Johnson - $15,000 District 1 - Alejandra Chavez - $4,500 District 2 - Josh Acevedo - $500 District 3 - Deanna Maldonado-Rocha - $1,000 District 6 - Art Fierro - $3,500 District 8 - Chris Canales - $1,000
For More Information	Luis Zamora, Chief Planner (915) 212-1552 ZamoraLF@elpasotexas.gov

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

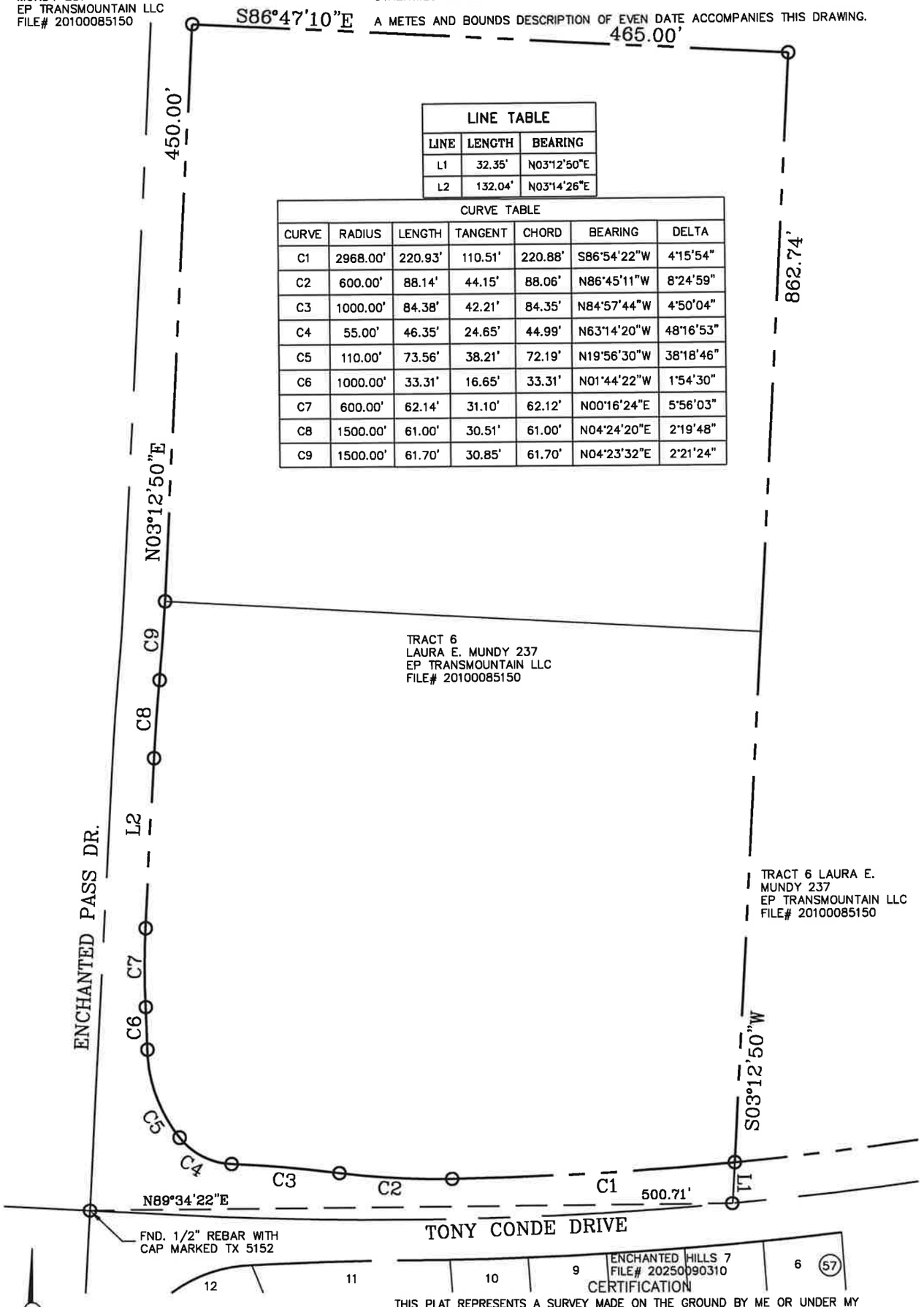
STATE OF TEXAS
REGISTERED
RONALD ROBERT CONDE
5152
PROFESSIONAL
LAND SURVEYOR

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

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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North Desert and Transmountain

City Plan Commission — February 26, 2026

REZONING

ZONING

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.

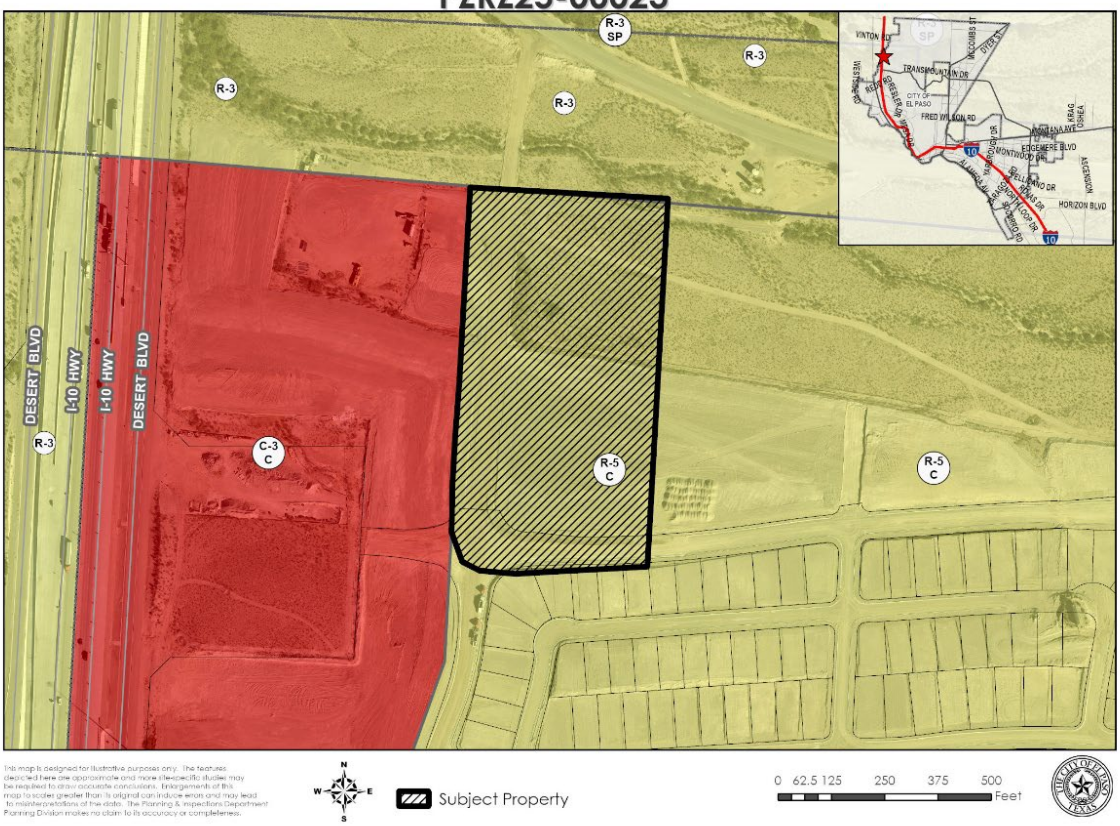


Figure A. Subject Property & Immediate Surroundings

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.

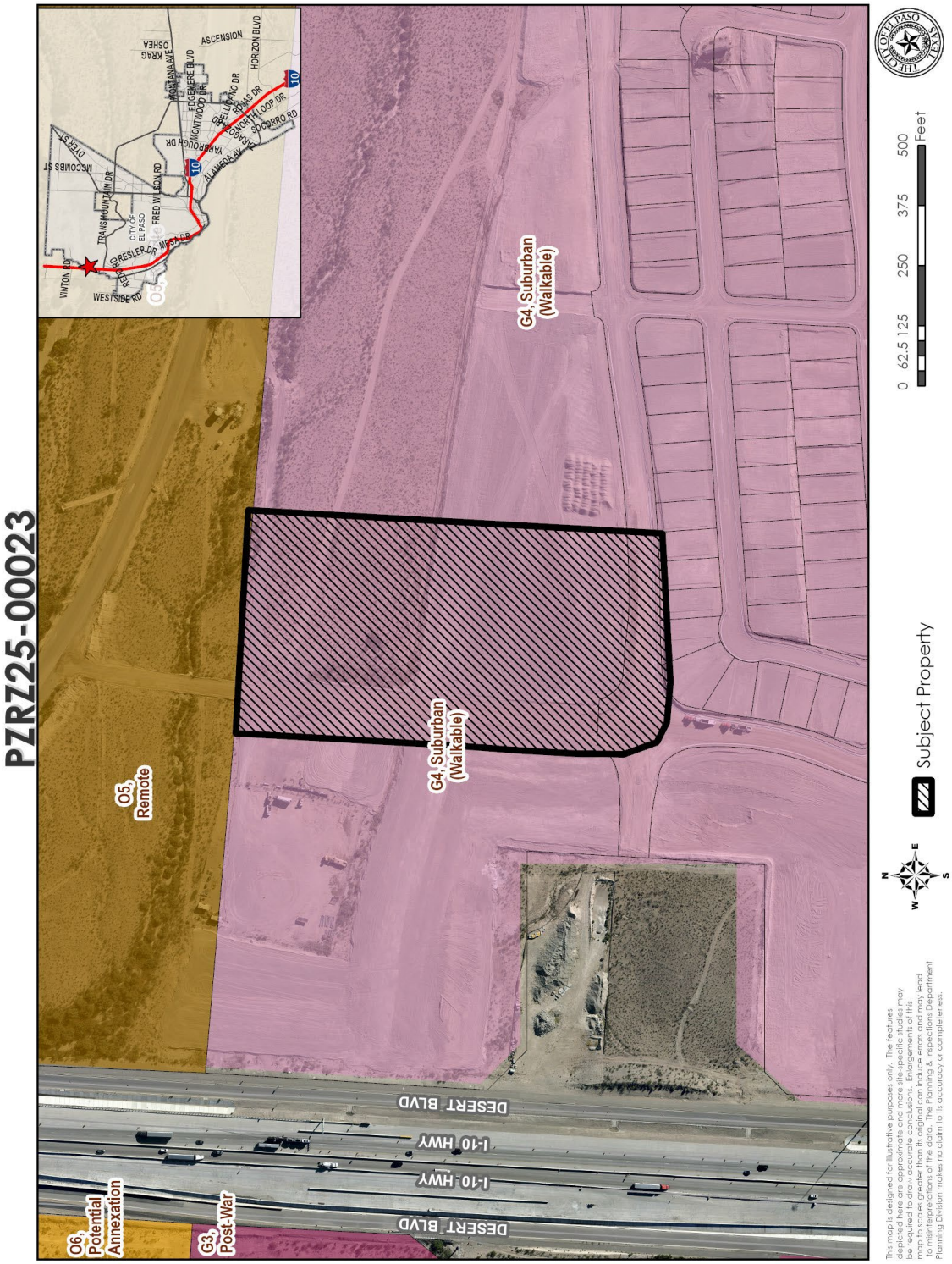
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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.

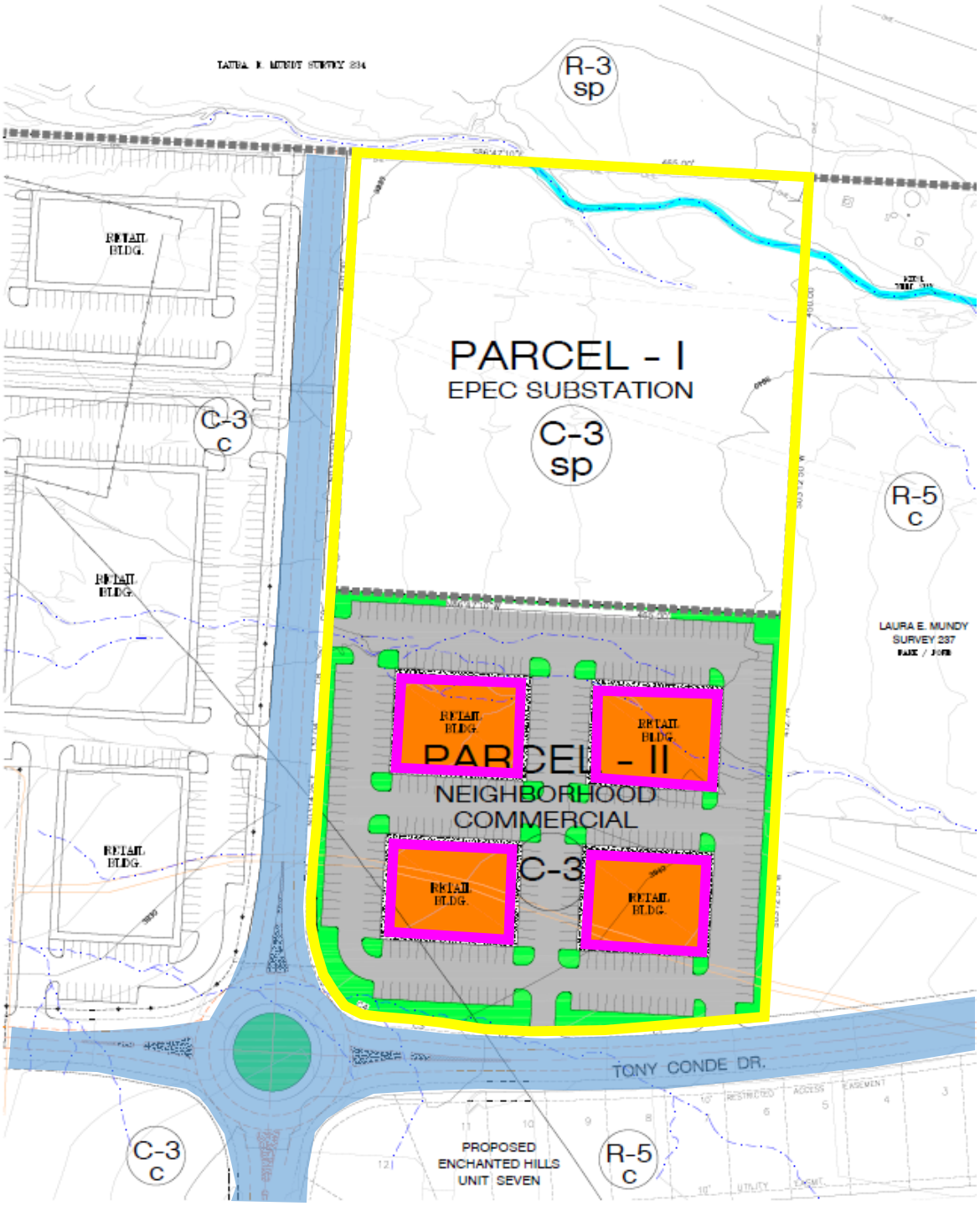
ATTACHMENTS:

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
PARCEL ACRES PROPOSED ZONING EXISTING ZONING
I 222.640 R-5 R-5
II 14.165 C-2 R-5
III 4.064 C-3 R-5
CONDE INC.

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, LAURA E. MUNDY SURVEY 237,
AND A PORTION OF NELLIE G. MUNDY SURVEY 244
CITY OF EL PASO, EL PASO COUNTY, TEXAS
LEGEND
SYMBOL
LAND USE
AREA ac. (±)
RESIDENTIAL
± 350.000
MIXED-USE
± 106.944
COMMERCIAL
± 106.909
DETENTION POND
63.881
SCHOOL
± 19.843
PARK
27.000
OPEN SPACE
60.000
ROW DEDICATION
1.600
TOTAL AREA
749.020
OUT A TOS
± 11.599
Future Commercial
Location Map
LAURA E. MUNDY SURVEY 239
U.S. INTERSTATE HIGHWAY No. 10
RESIDENTIAL
MIXED-USE
COMMERCIAL
DETENTION POND
SCHOOL
PARK
OPEN SPACE
KEY LAND
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.

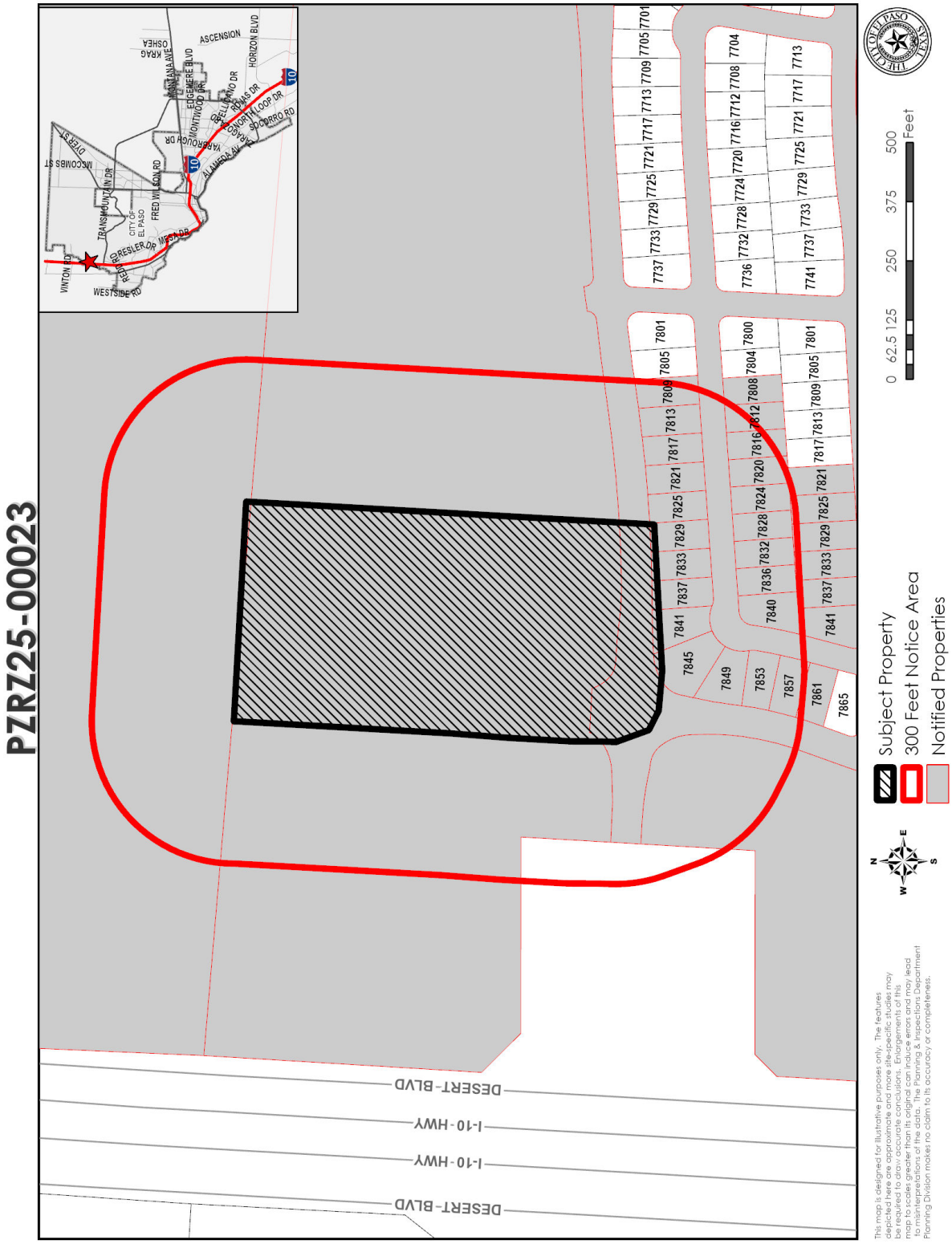
Texas Department of Transportation
No comments received.

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

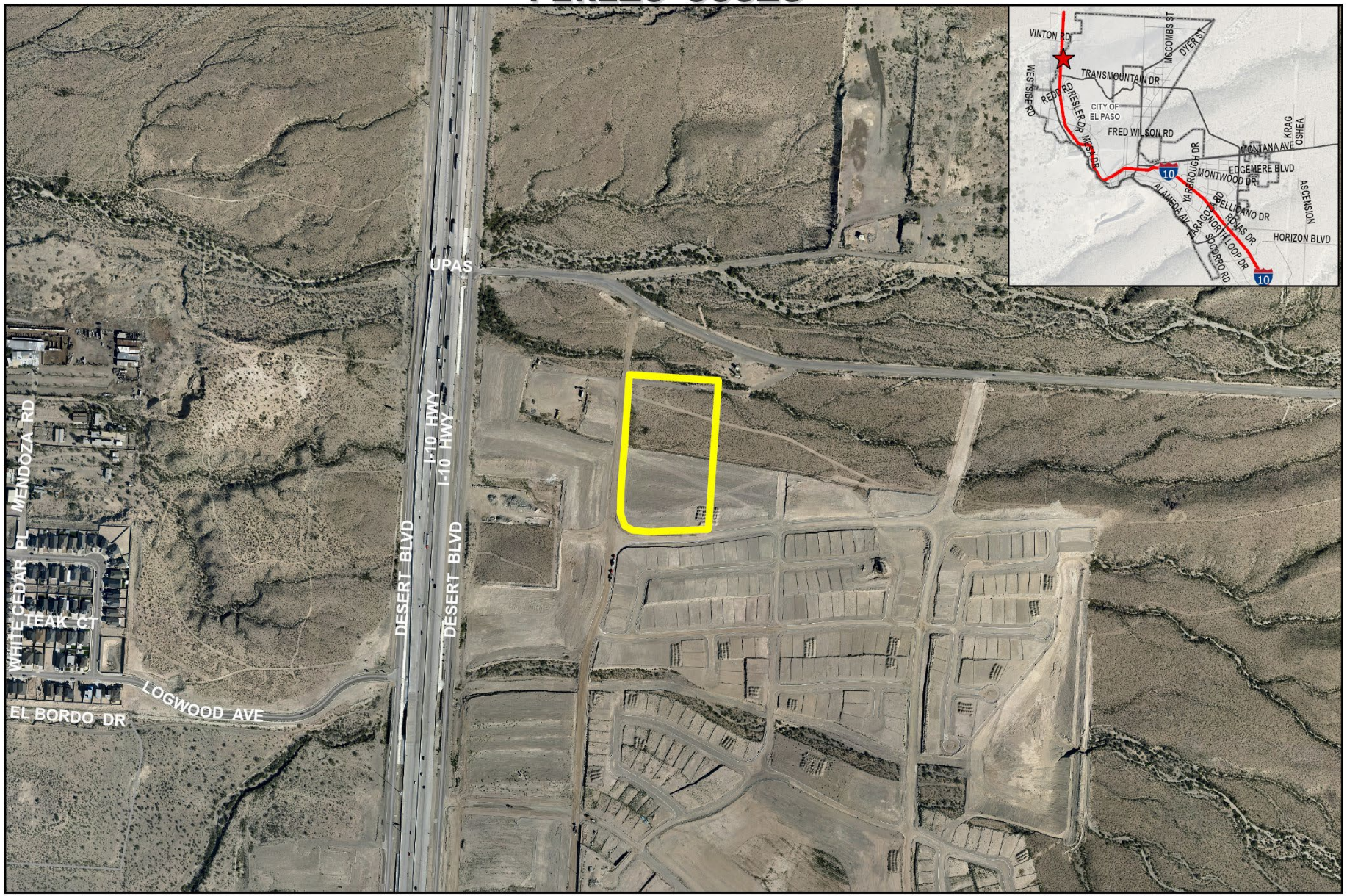
ITEM 29

North Desert and Transmountain

Rezoning

PZRZ25-00023

PZRZ25-00023



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.

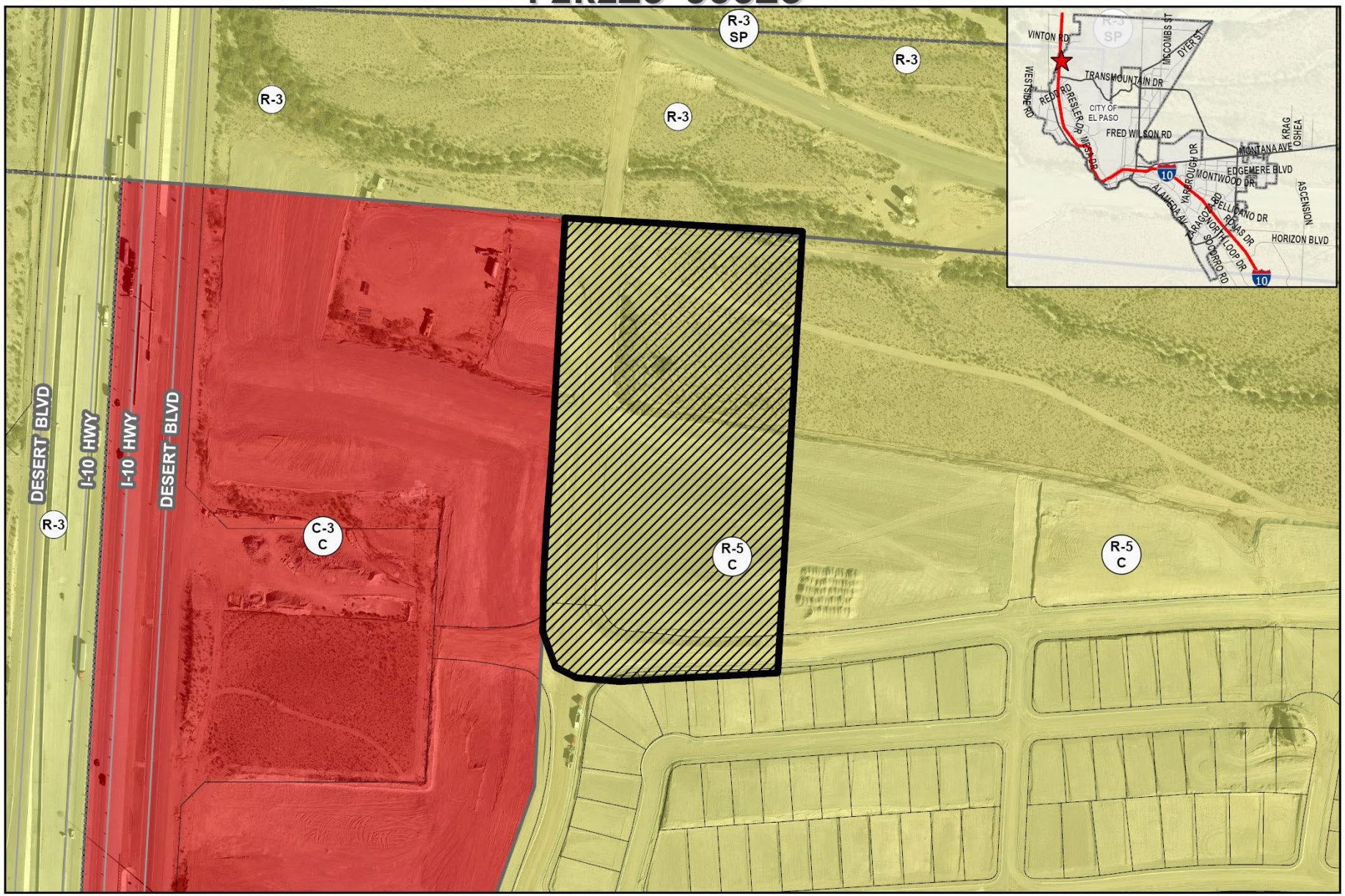
N W E S

Subject Property

0 165 330 660 990 1,320 Feet

Aerial

PZRZ25-00023



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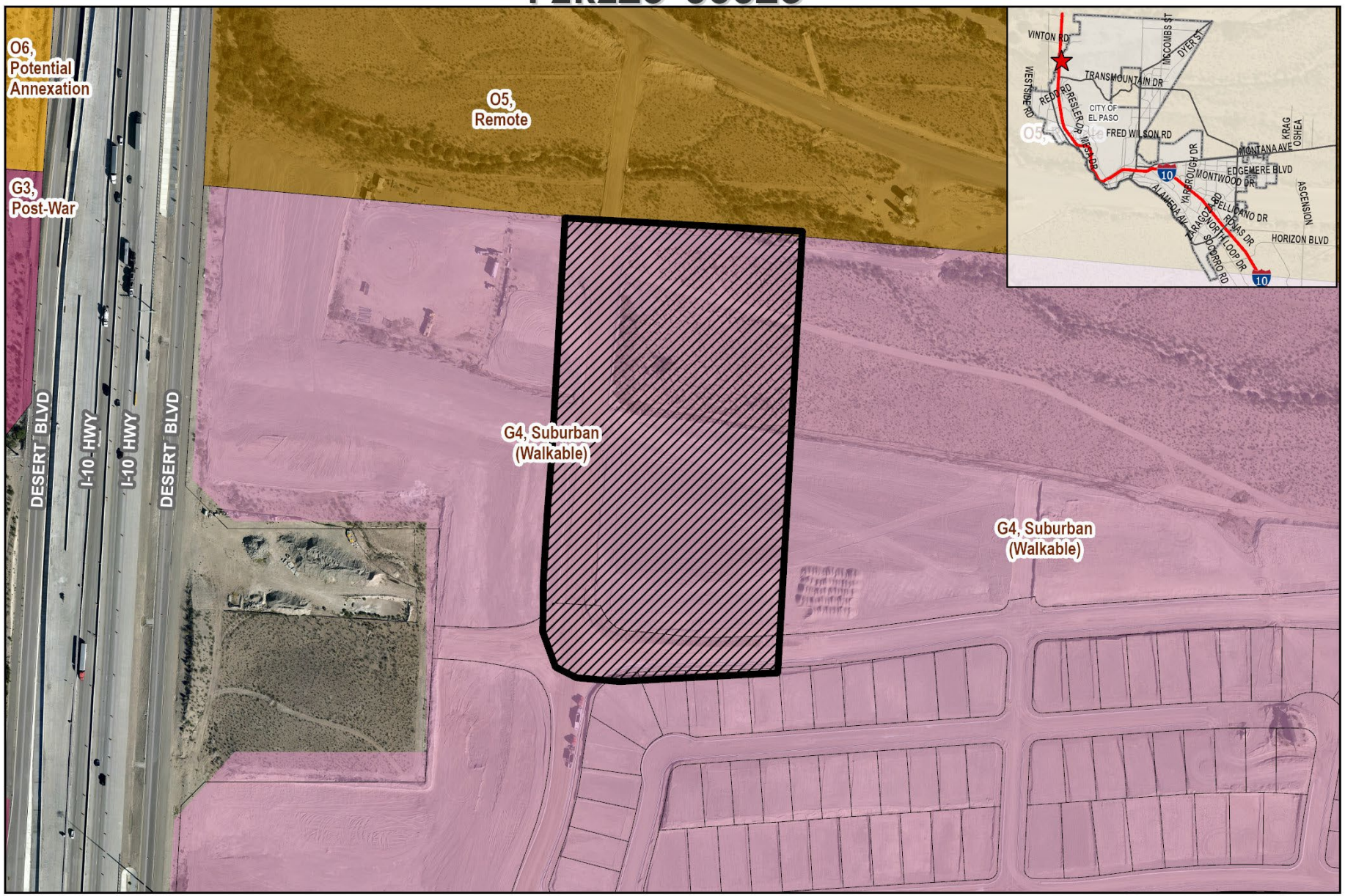
N W E S

Subject Property

0 62.5 125 250 375 500 Feet

Existing Zoning

PZRZ25-00023



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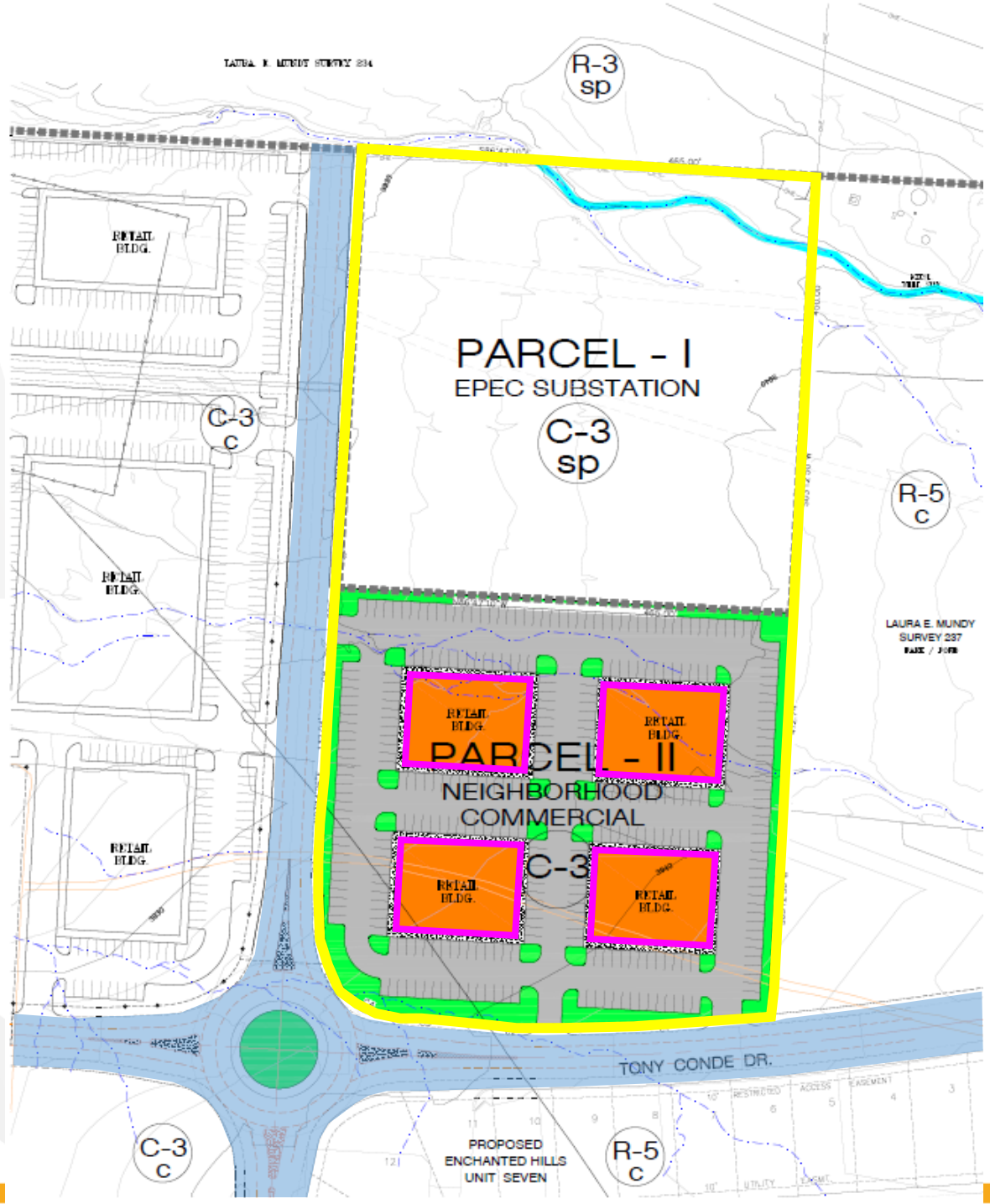
N W E S

Subject Property

0 62.5 125 250 375 500 Feet

Future Land Use Map

G-4, 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.



Conceptual Plan

Subject Property

Surrounding Development

N

W

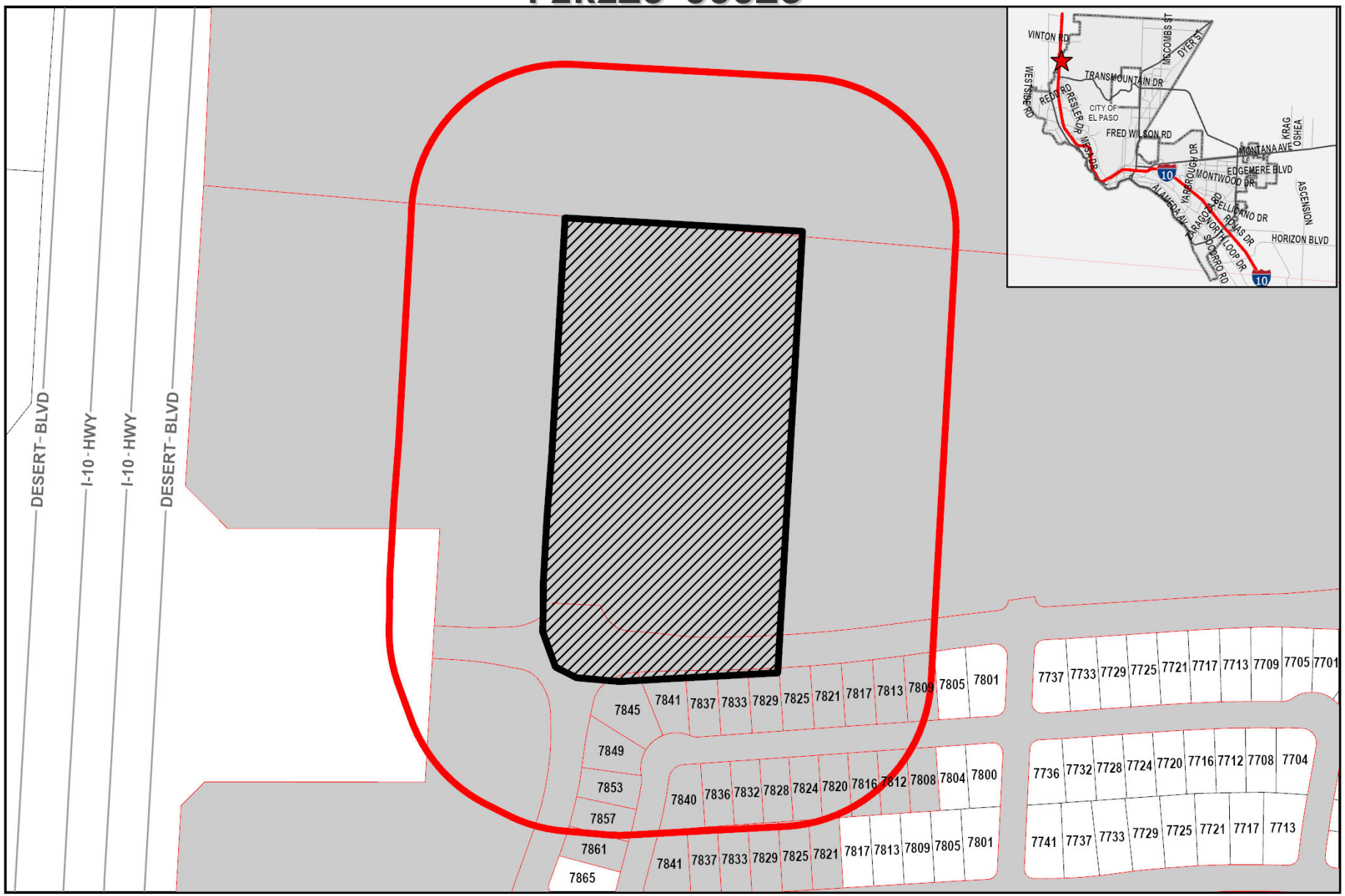
S

E

Public Input

- The property does not lie within any recognized neighborhood association.
- Notices were mailed to property owners within 300 feet on February 13, 2026.
- The Planning Division has not received any communications in support or opposition to the request.

PZRZ25-00023



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N W E S

Subject Property
300 Feet Notice Area
Notified Properties

0 62.5 125 250 375 500 Feet

Notice Map

2 Notices
33 Properties

Recommendation

Staff recommend **DENIAL** of the C-3 (Commercial) rezoning request.

CPC (6-0) recommend **APPROVAL W/ CONDITIONS** of the C-3 (Commercial) rezoning request.

1. *Restrict the following uses:*

   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. *A detailed site development plan prior to certificates of occupancy or completion*

Recommendation (cont.)

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.*

Recommendation (cont.)

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.*

Mission

Deliver exceptional services to support a high quality of life and place for our community

Vision

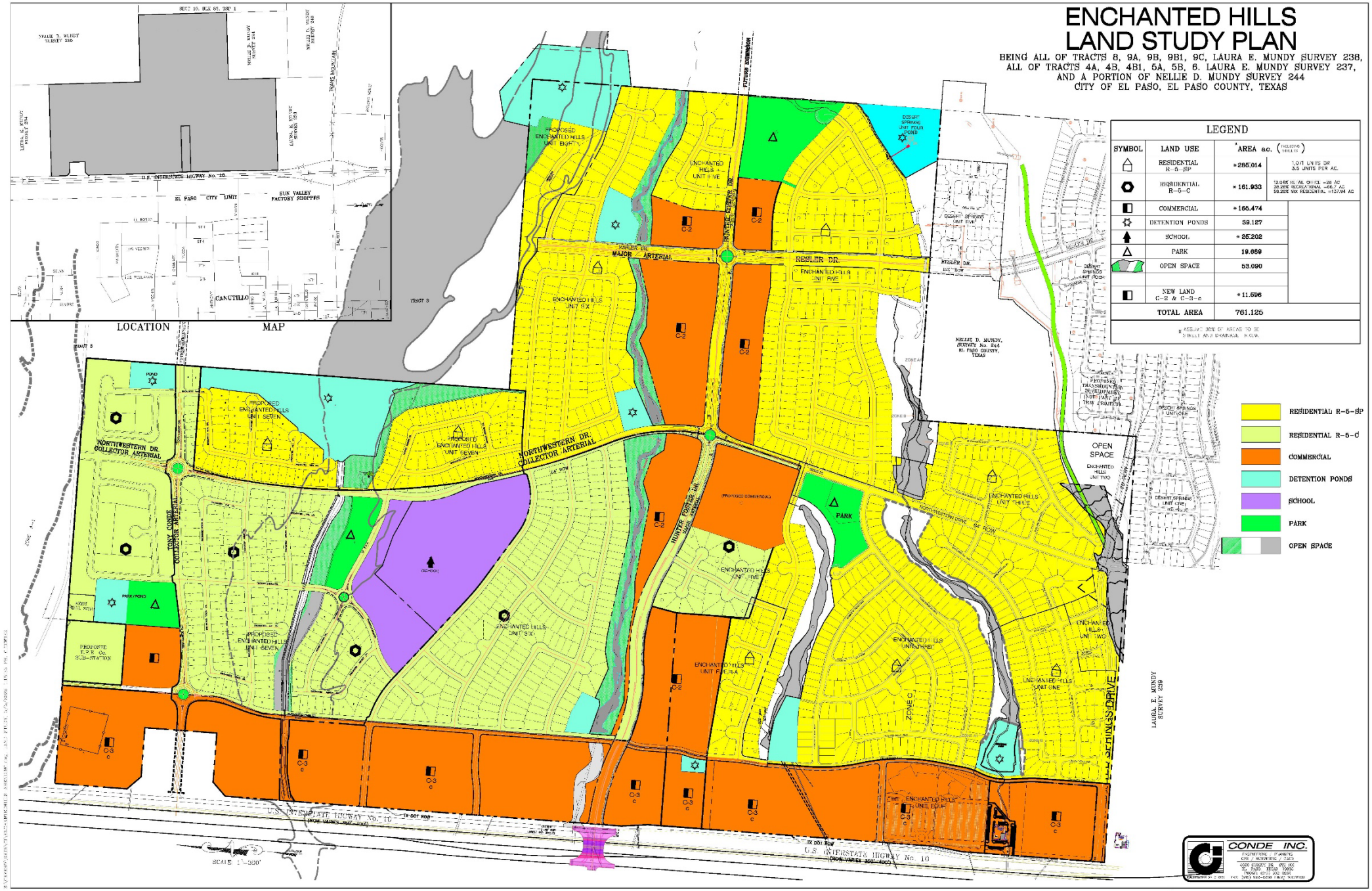
Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

Values

Integrity, Respect, Excellence, Accountability, People

ENCHANTED HILLS LAND STUDY PLAN

BEING ALL OF TRACTS 8, 9A, 9B, 9B1, 9C, LAURA E. MUNDY SURVEY 238, ALL OF TRACTS 4A, 4B, 4B1, 5A, 5B, 6, LAURA E. MUNDY SURVEY 237, AND A PORTION OF NELLIE D. MUNDY SURVEY 244
CITY OF EL PASO, EL PASO COUNTY, TEXAS



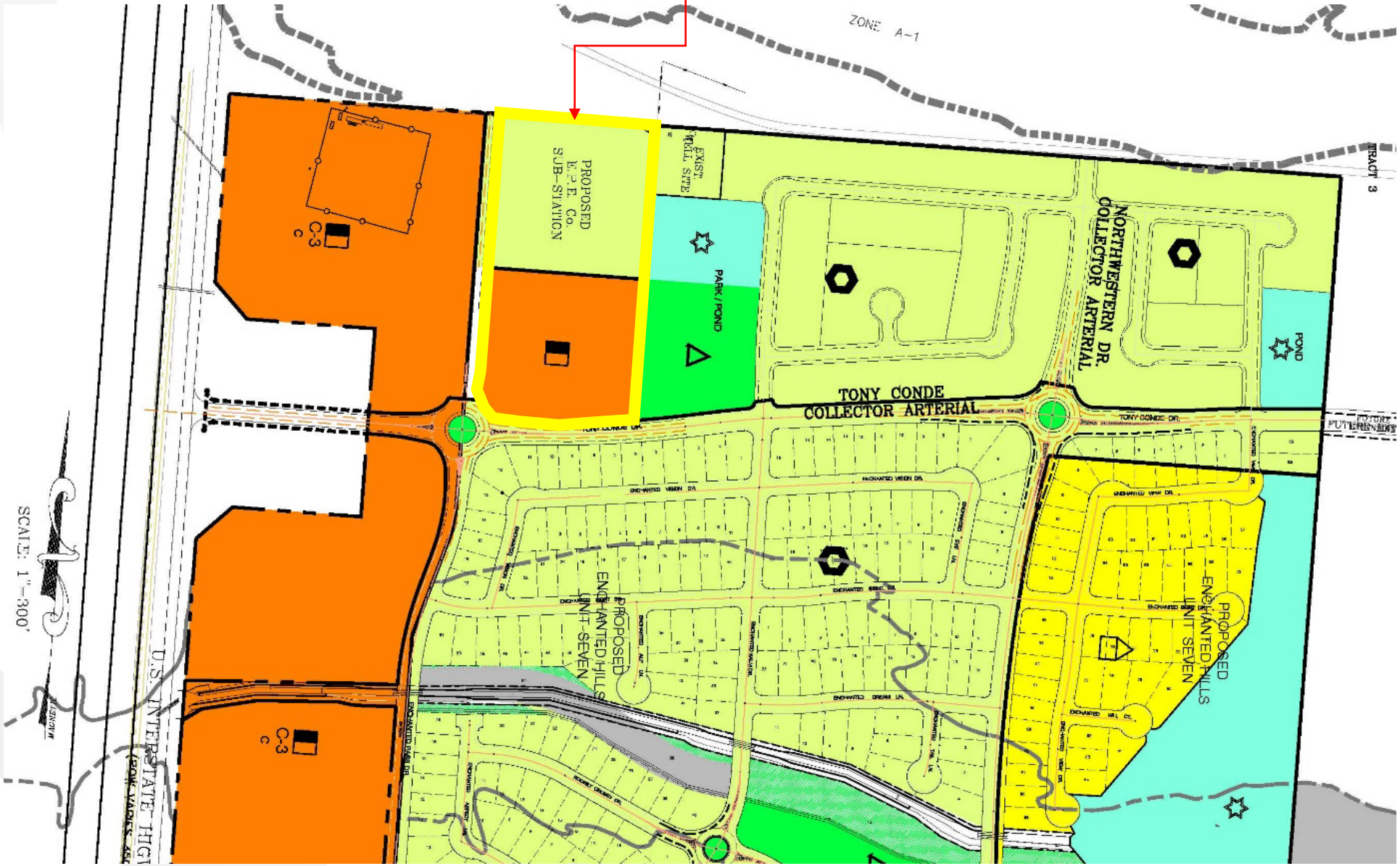
LEGEND

SYMBOL	LAND USE	AREA ac. (EXCLUDING STREETS)	
	RESIDENTIAL R-5-SP	*285.014	1,071 UNITS OR 3.5 UNITS PER AC.
	RESIDENTIAL R-5-C	*161.933	12.08% RE AM OFFICE =28 AC 20.28% RECREATIONAL =66.7 AC 59.28% RN RESIDENTIAL =137.94 AC
	COMMERCIAL	*166.474	
	DETENTION PONDS	39.127	
	SCHOOL	*25.202	
	PARK	19.669	
	OPEN SPACE	53.090	
	NEW LAND C-2 & C-3-c	*11.696	
	TOTAL AREA	761.125	

*ASSUME 30% OF AREAS TO BE STREET AND DRAINAGE R.O.W.

CONDE INC.
ENGINEERING · PLANNING
CPE / SURVEYING / TxEC
6100 ESCORT DR. STE 100
EL PASO, TEXAS 79912
PHONE 915 581-2000
FAX (915) 581-2098 FIRM# 10239500

SUBJECT PROPERTY



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 W. 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 [POSTPONED FROM 06-09-2026]

City of El Paso Agenda Summary Form

City Clerk

Submitted On: Jun 10, 2026, 12:34PM EDT

Department / Council Office	Planning and Inspections
Agenda Date	May 12, 2026
Public Hearing Date	June 23, 2026
Email of User Submitting Form	gonzalezag@elpasotexas.gov
Contact Person	Kevin W. Smith (915) 212-1566
2nd Contact Person	Alejandra Gonzalez (915) 212-1506
District(s) Affected	District 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
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	N/A
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Luis Zamora, Chief Planner (915) 212-1552 ZamoraLF@elpasotexas.gov

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

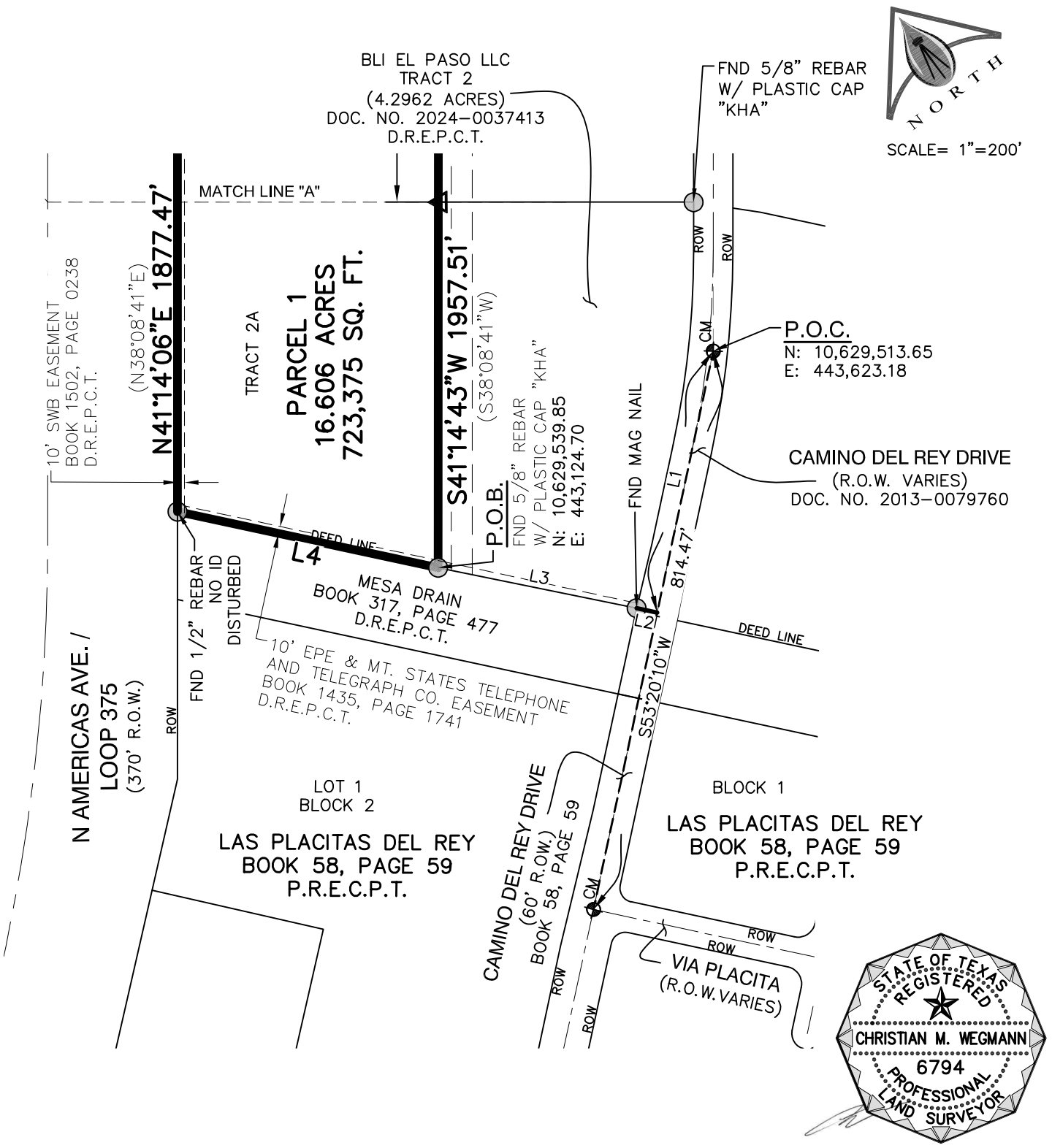
STATE OF TEXAS REGISTERED
CHRISTIAN M. WEGMANN
6794
PROFESSIONAL LAND SURVEYOR

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



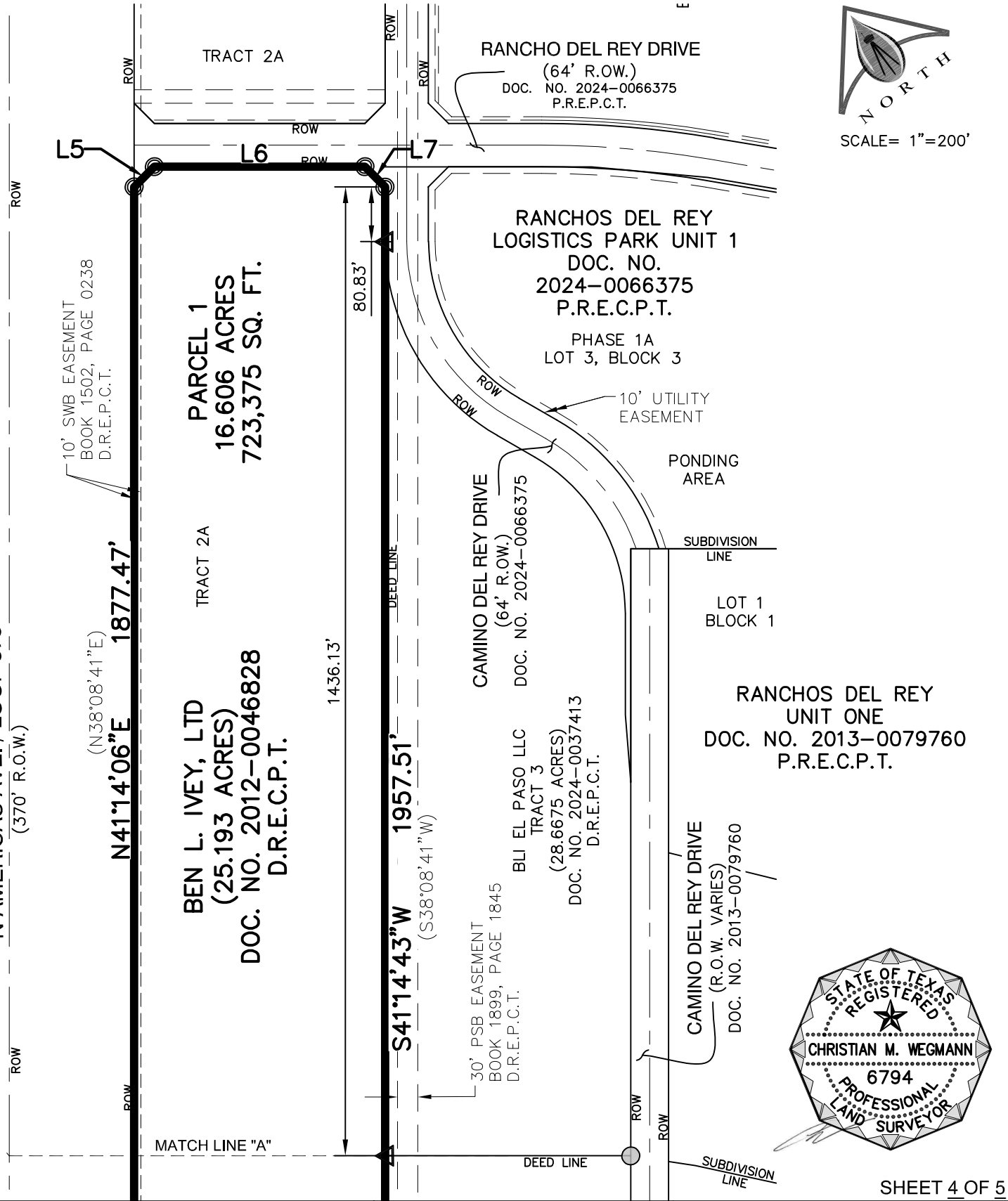
STATE OF TEXAS
REGISTERED
CHRISTIAN M. WEGMANN
6794
PROFESSIONAL
LAND SURVEYOR

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-

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



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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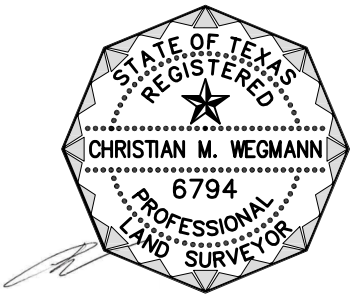
LEGEND

▬▬▬▬	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.



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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-

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.

FILING INFORMATION	CERTIFICATION	BOUNDARY SURVEY	
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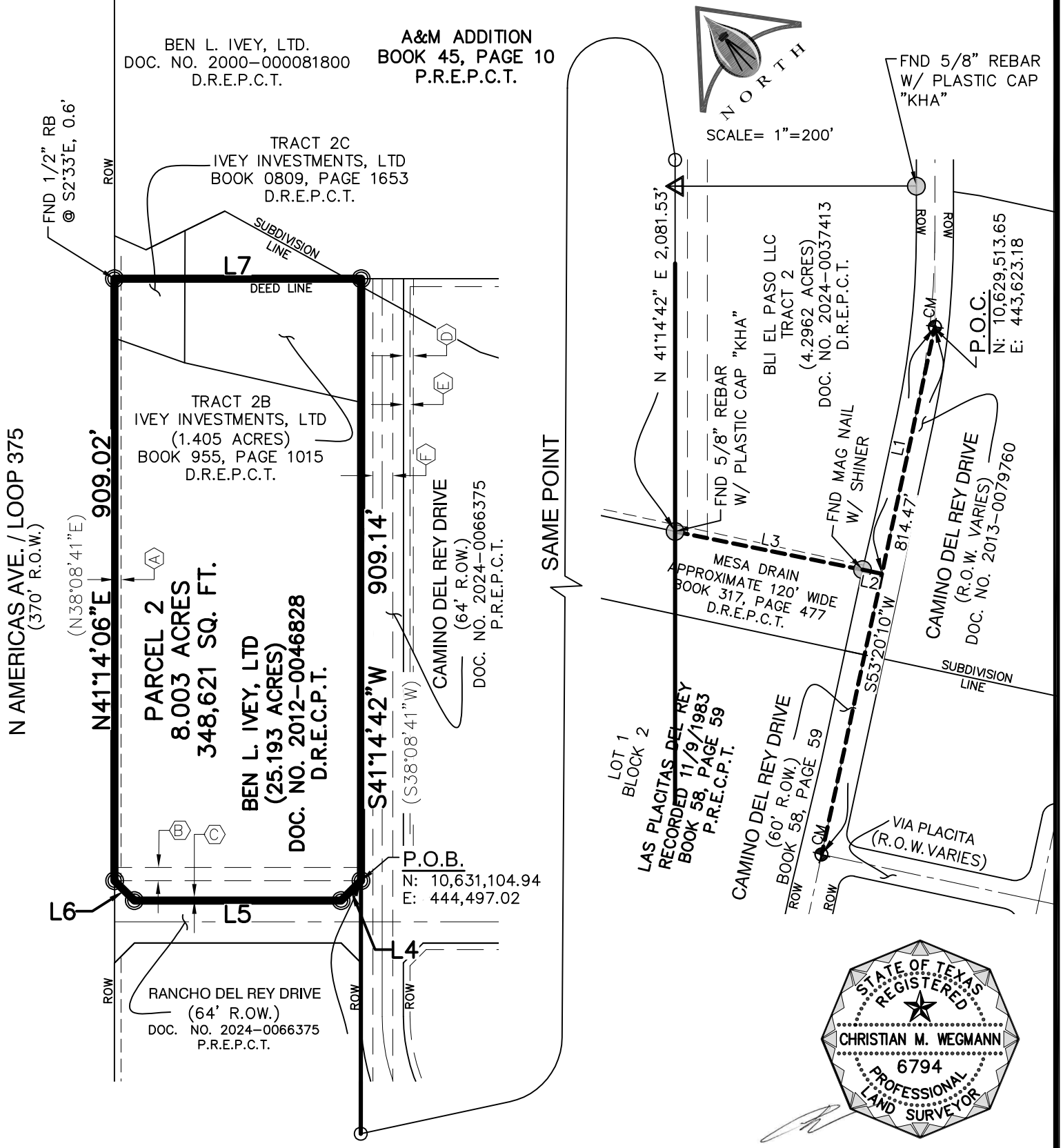

SHEET 3 OF 4

FILING INFORMATION	CERTIFICATION	BOUNDARY SURVEY
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LEGEND

▬▬▬	BOUNDARY LINE
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△	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

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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:

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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
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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.

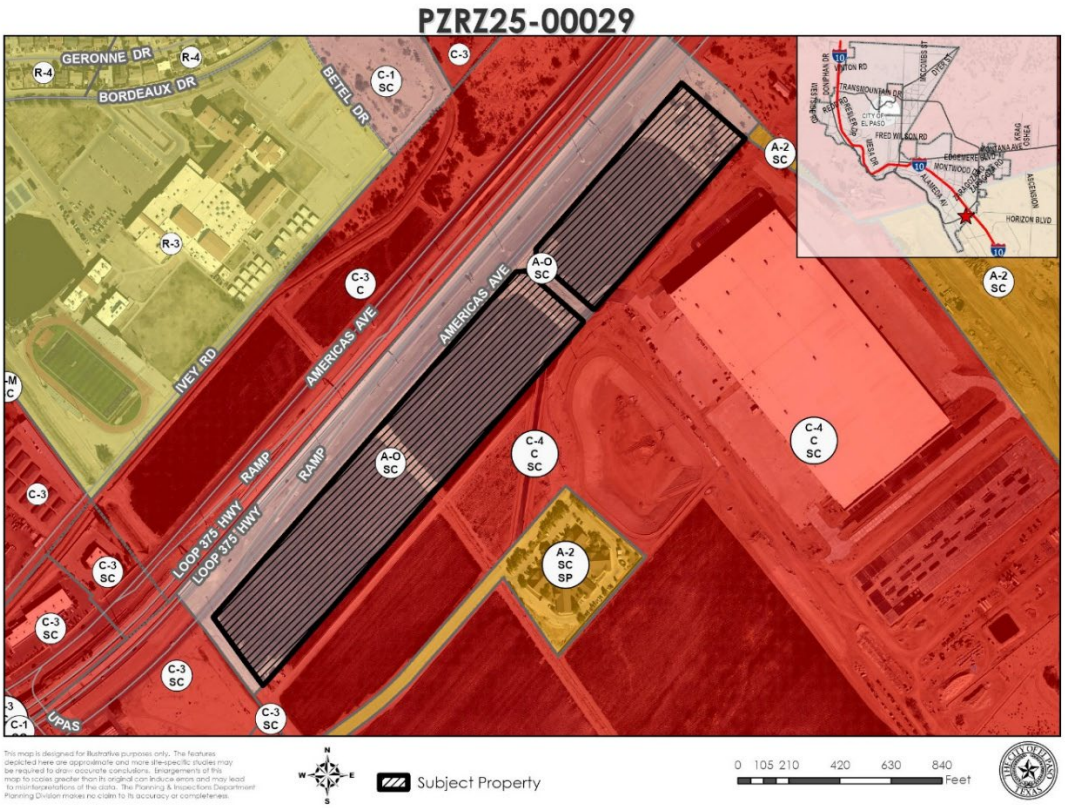


Figure A. Subject Property & Immediate Surroundings

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.

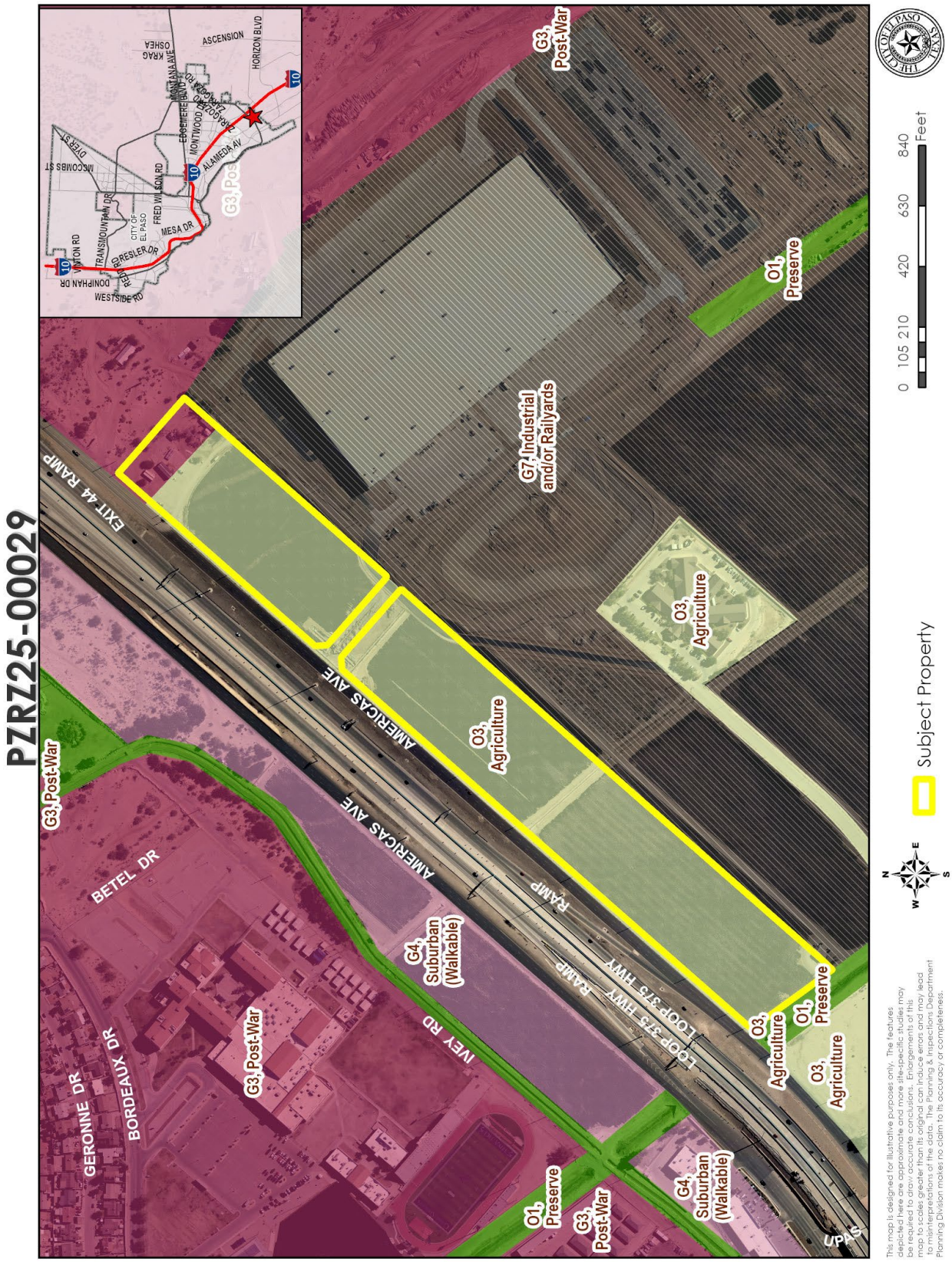
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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.

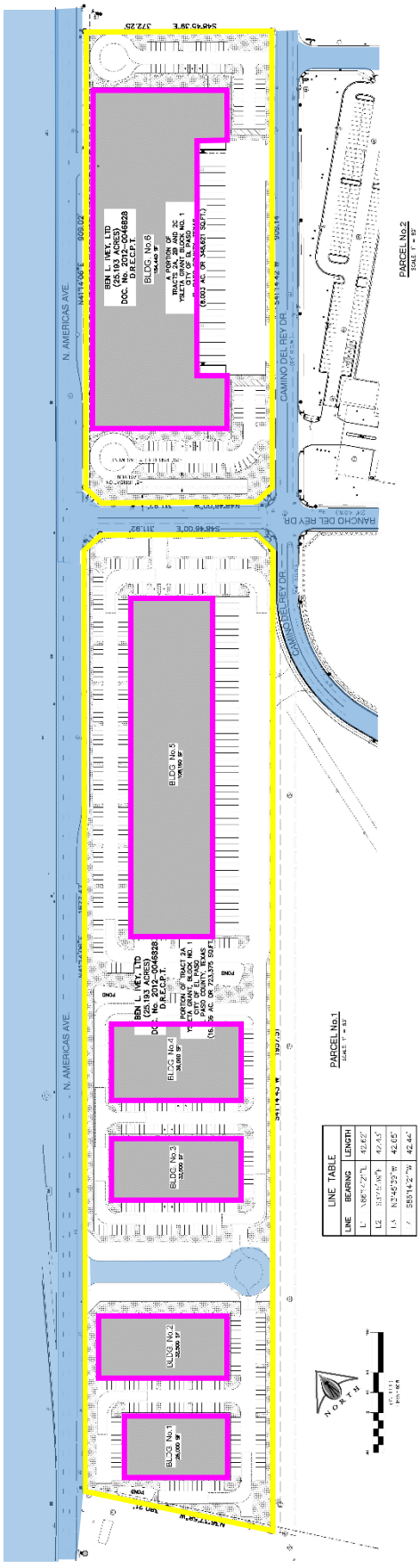
ATTACHMENTS:

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; a 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

6567

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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78-42 3a
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 716.26 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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78-430

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 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:
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

0567

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.

78-430
MAY 2 - 1979
DEPARTMENT
OF PLANNING

Notary Public in and for
El Paso County, Texas

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

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
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:
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

6567

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

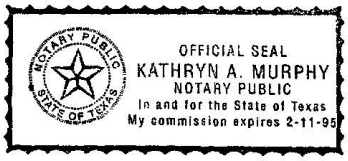
APPROVED AS TO FORM:

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 ~~SUSANNE 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:

TCG4/PARCE210.REL

CONTRACT

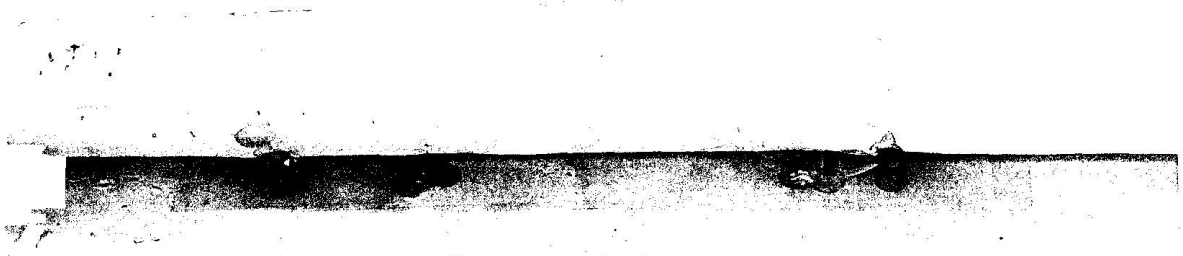
THIS CONTRACT, made this 26th day of April, 1979, by and between IVEY INVESTMENTS, LTD., a Texas limited partnership, and DAVIS HOLDMAN, First Parties, and the CITY OF EL PASO, Second Party, witnesseth:

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

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

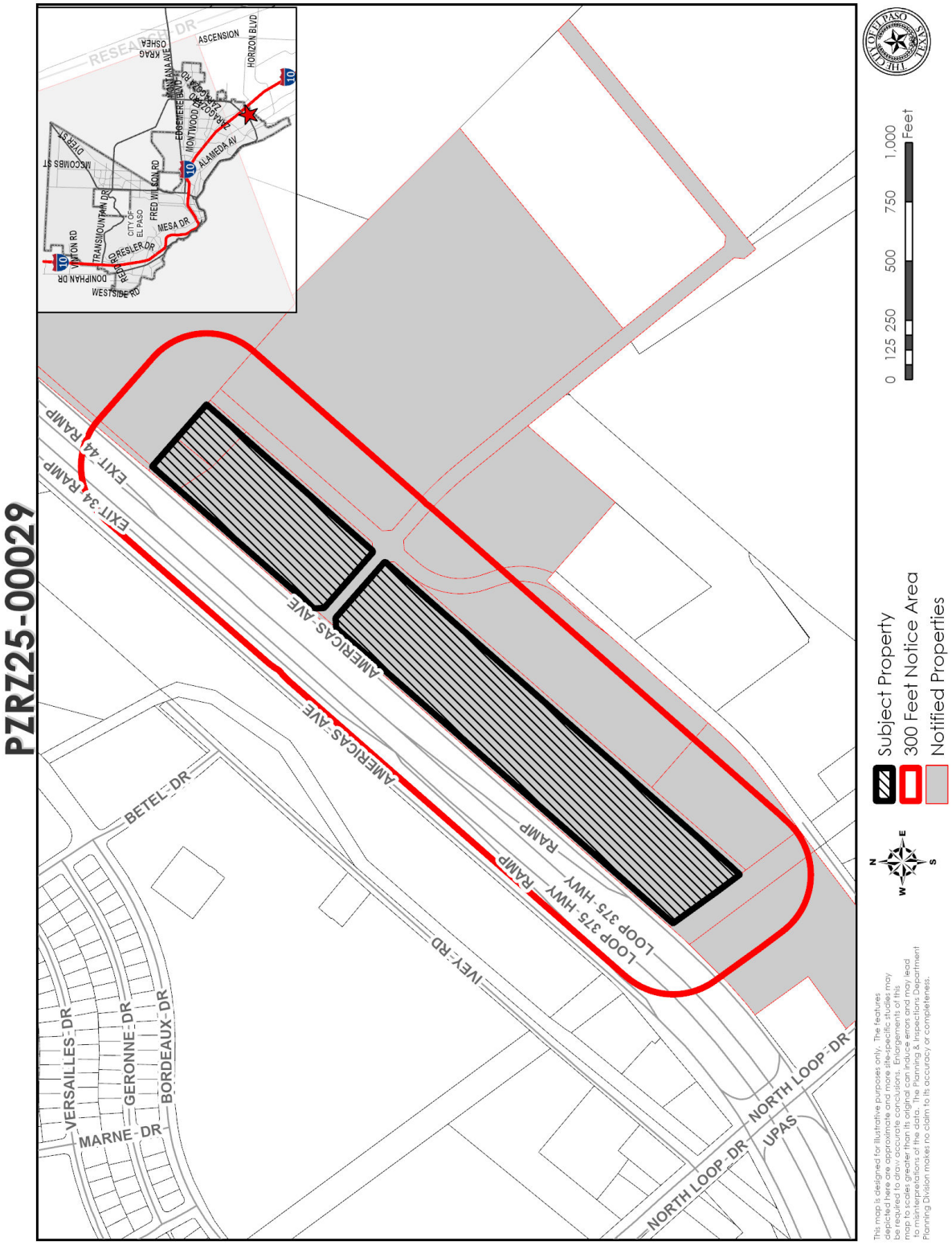
El Paso County Water Improvement District #1
No comments received.

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

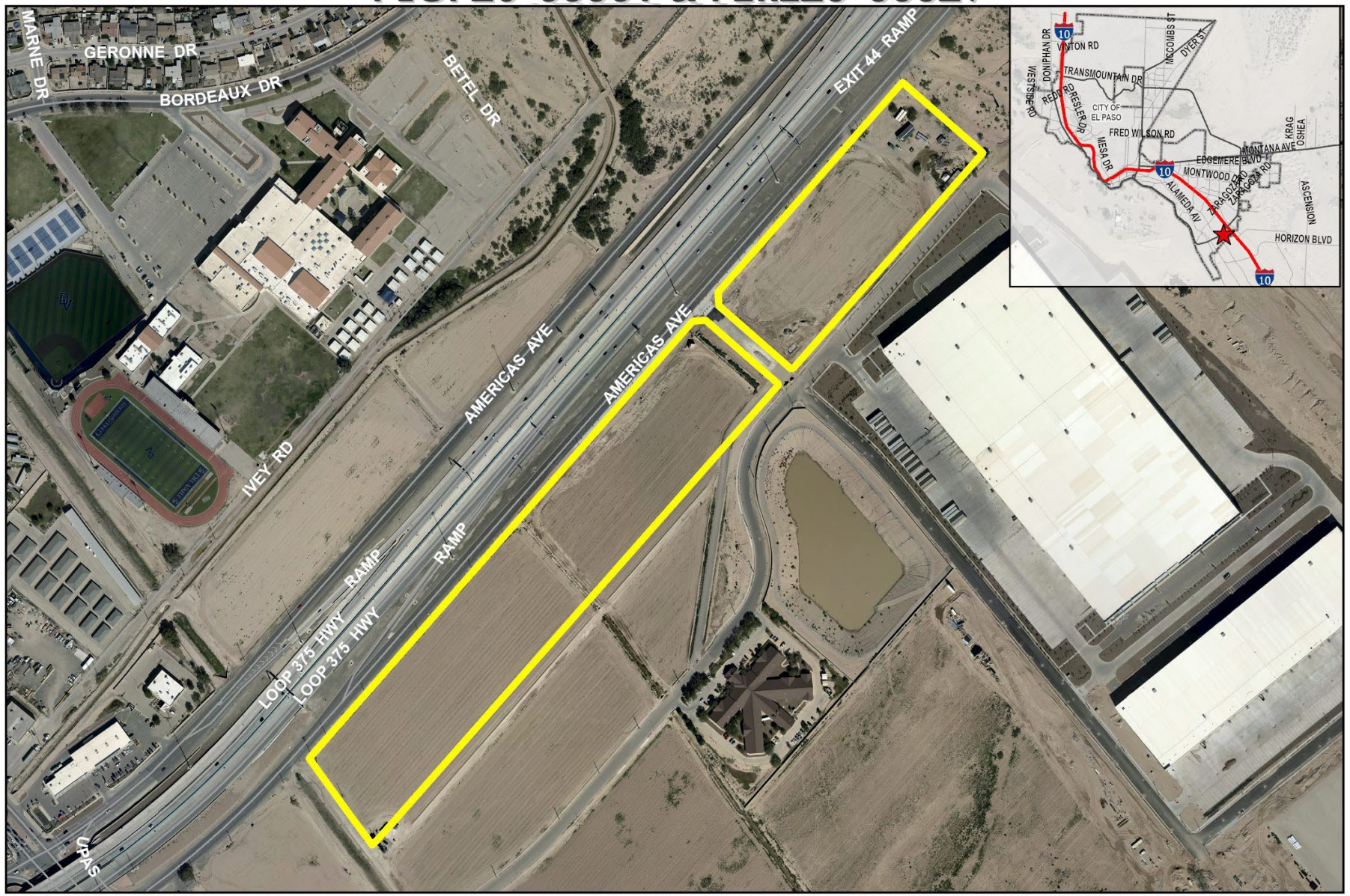
ITEMS 31 & 32

Americas and Rancho del Rey

Future Land Use Map Amendment & Rezoning

PLCP26-00001 & PZRZ25-00029

PLCP26-00001 & PZRZ25-00029



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.

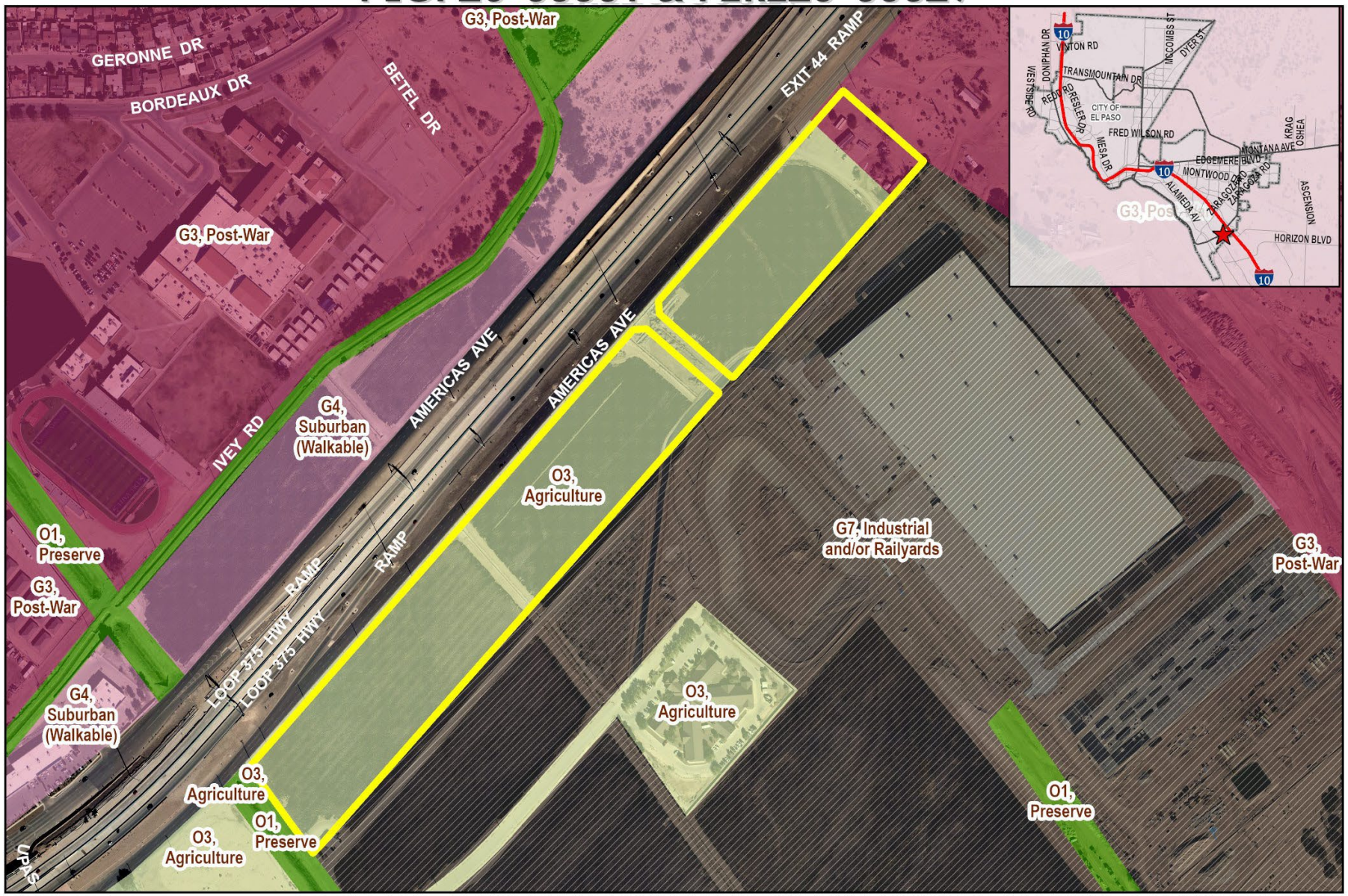
N W E S

Subject Property

0 105 210 420 630 840 Feet

Aerial

PLCP26-00001 & PZRZ25-00029



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

0 105 210 420 630 840 Feet

Existing Future Land Use Map

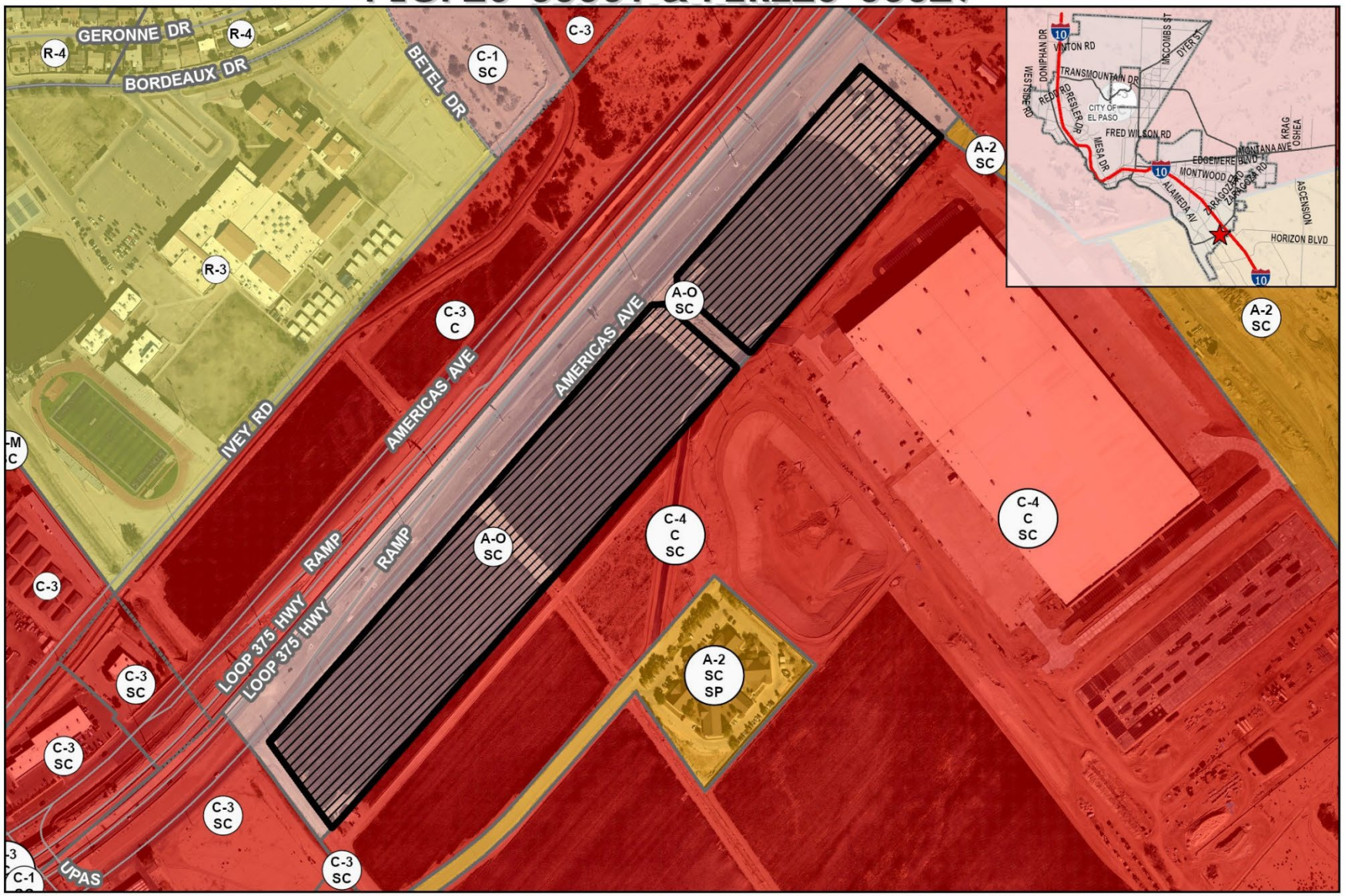
O-3 – Agriculture: Active farmland in the Rio Grande Valley. Changes to City codes and policies may limit plat and utility approvals beyond the City limits in a coordinated effort to protect significant portions of farmland.

Proposed FLUM Amendment

G-7 – Industrial and/or Railyards

Industrial parks, large free-standing industrial uses, refineries, non-military airfields, trucking terminals, and mines, all on large tracts in areas dominated by vehicles. When an industrial use becomes obsolete, there can be potential for mixed-use redevelopment of the site.

PLCP26-00001 & PZRZ25-00029



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.

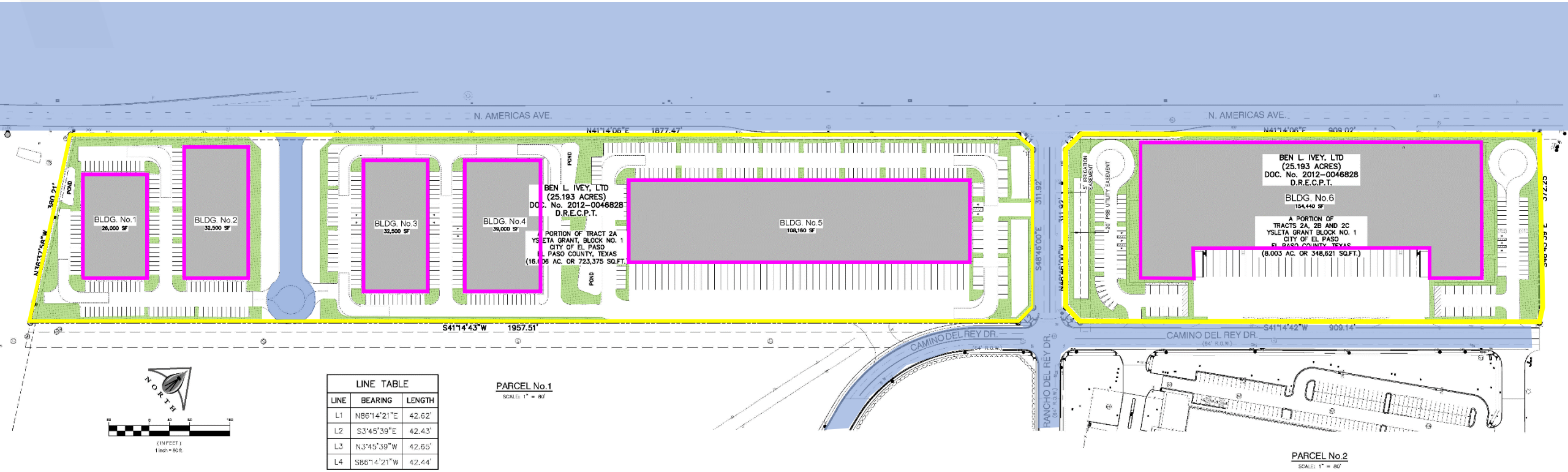
N W E S

Subject Property

0 105 210 420 630 840 Feet

Zoning Map

Conceptual Plan



LINE TABLE		
LINE	BEARING	LENGTH
L1	N86°14'21"E	42.62'
L2	S3°45'39"E	42.43'
L3	N3°45'39"W	42.65'
L4	S86°14'21"W	42.44'

Subject Property

Surrounding Development

N

W

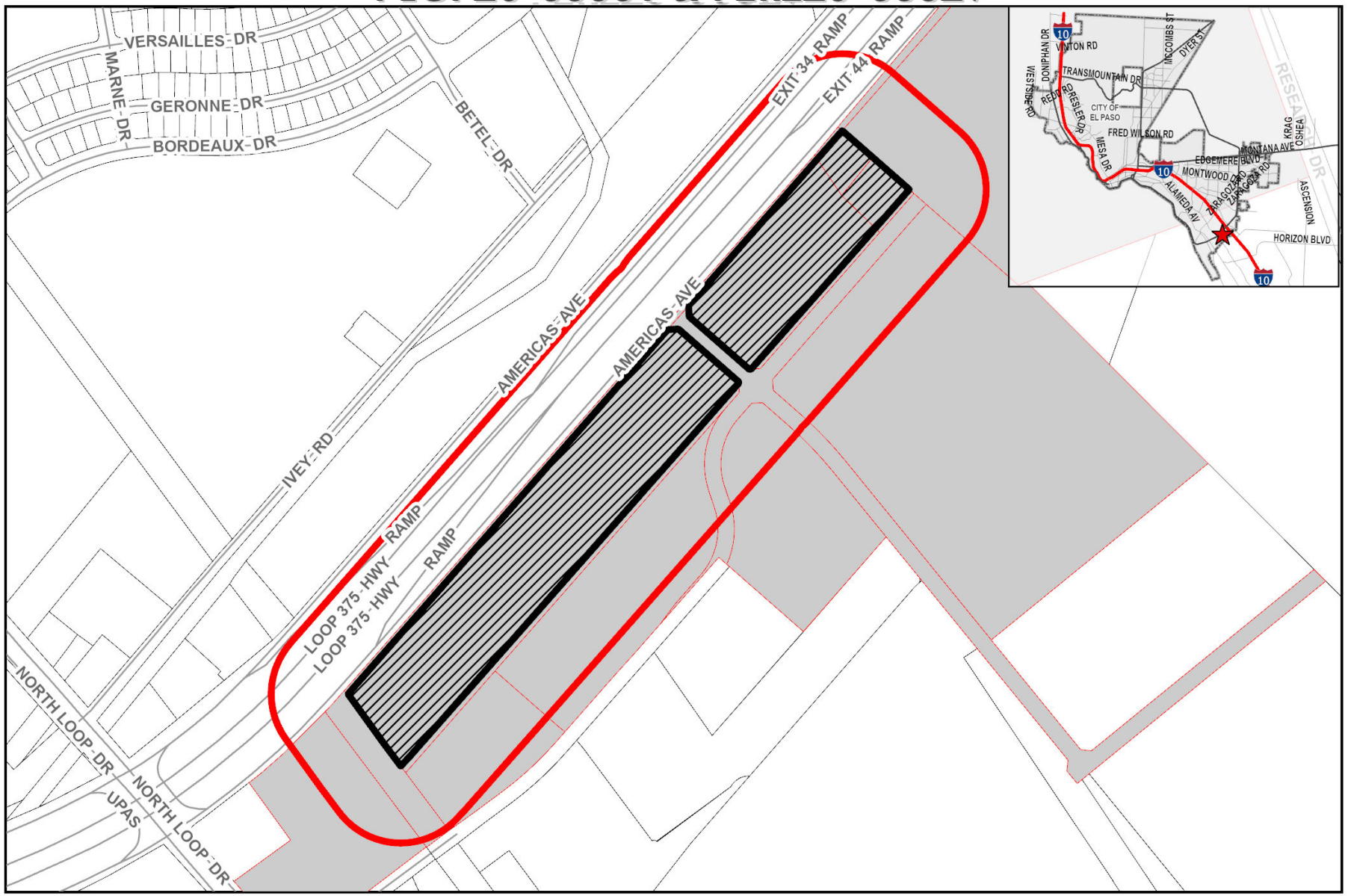
S

E

Public Input

- Property is within the boundaries of the Mission Valley Civic Association and Corridor 20 Civic Association.
- Notices were mailed to property owners within 300 feet on April 10, 2026.
- The Planning Division has not received any communication in support and opposition to the request.

PLCP26-00001 & PZRZ25-00029



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
300 Feet Notice Area
Notified Properties

0 125 250 500 750 1,000 Feet

Notice Map

4 notices
14 properties

Recommendation

Staff and CPC (6-0) recommend **approval** of the amendment to the future land use map

Staff and City Plan Commission (CPC) 6-0 recommend **approval** of the rezoning request

Mission

Deliver exceptional services to support a high quality of life and place for our community

Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

Values

Integrity, Respect, Excellence, Accountability, People

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 W. 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 [POSTPONED FROM 06-09-2026]

City of El Paso Agenda Summary Form

City Clerk

Submitted On: Jun 10, 2026, 11:37AM EDT

Department / Council Office	Planning and Inspections
Agenda Date	May 12, 2026
Public Hearing Date	June 23, 2026
Email of User Submitting Form	gonzalezag@elpasotexas.gov
Contact Person	Kevin W. Smith 9152121566
2nd Contact Person	Alejandra Gonzalez 9152121506
District(s) Affected	District 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
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	N/A
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Luis Zamora, Chief Planner (915) 212-1552 ZamoraLF@elpasotexas.gov

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

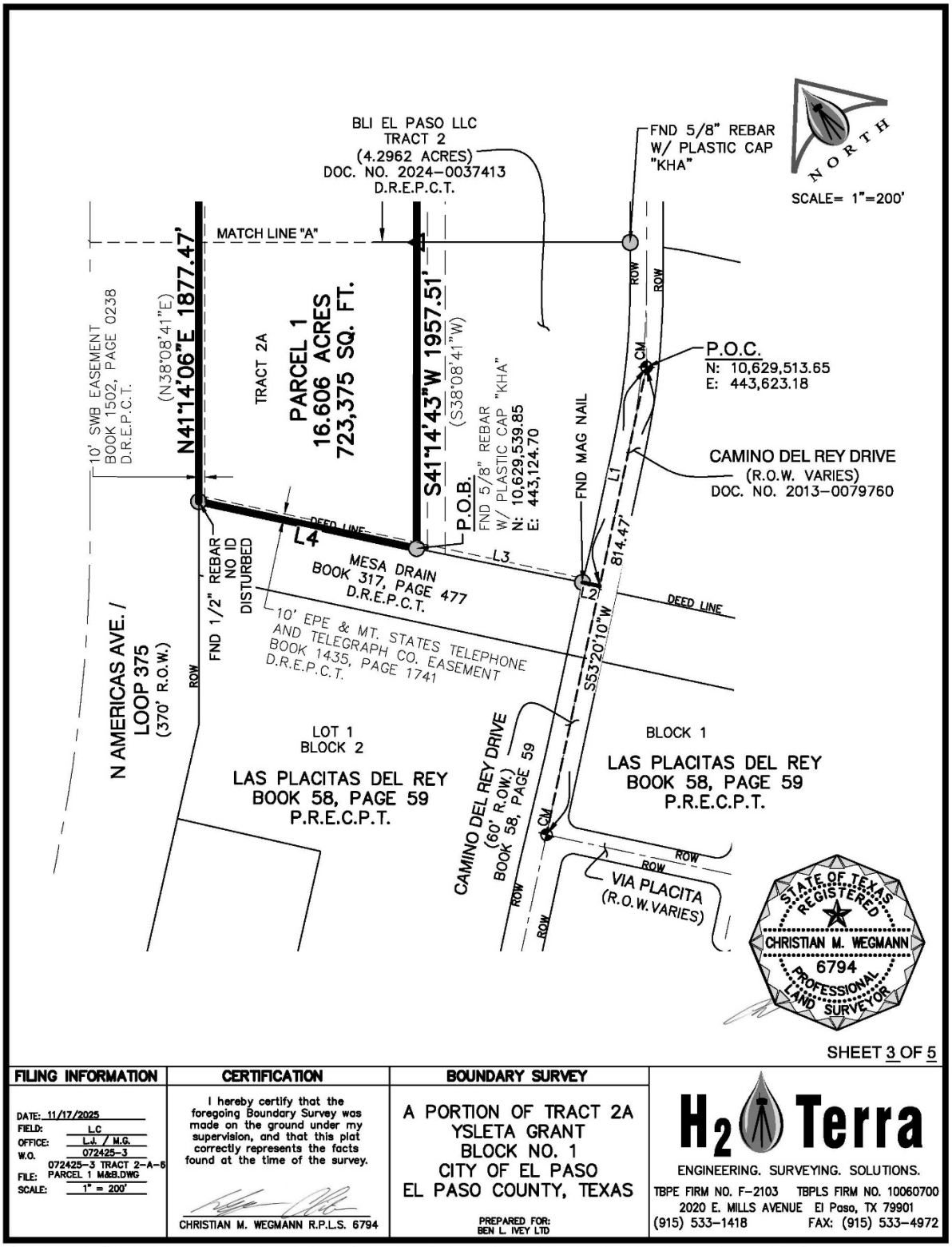
DATE: NOVEMBER 17, 2025

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

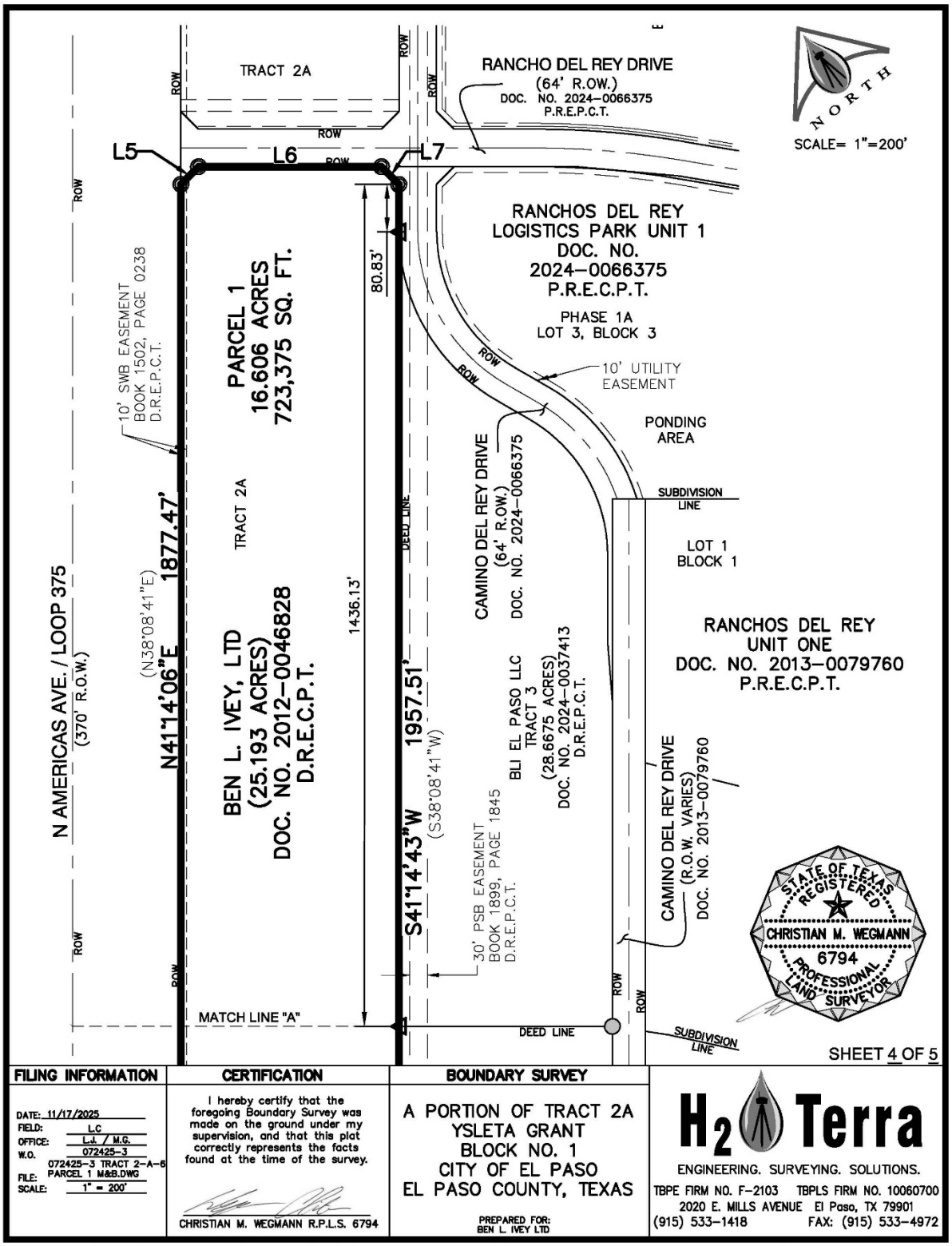
X:\Ben L. Ivey LTD\072425-3 Tract 2-A-6 Americas Rezoning\03 - Survey\05 - Dwg\072425-3 TRACT-2-A-6 PARCEL-1 M&B.DWG 11/17/25 8:30PM



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

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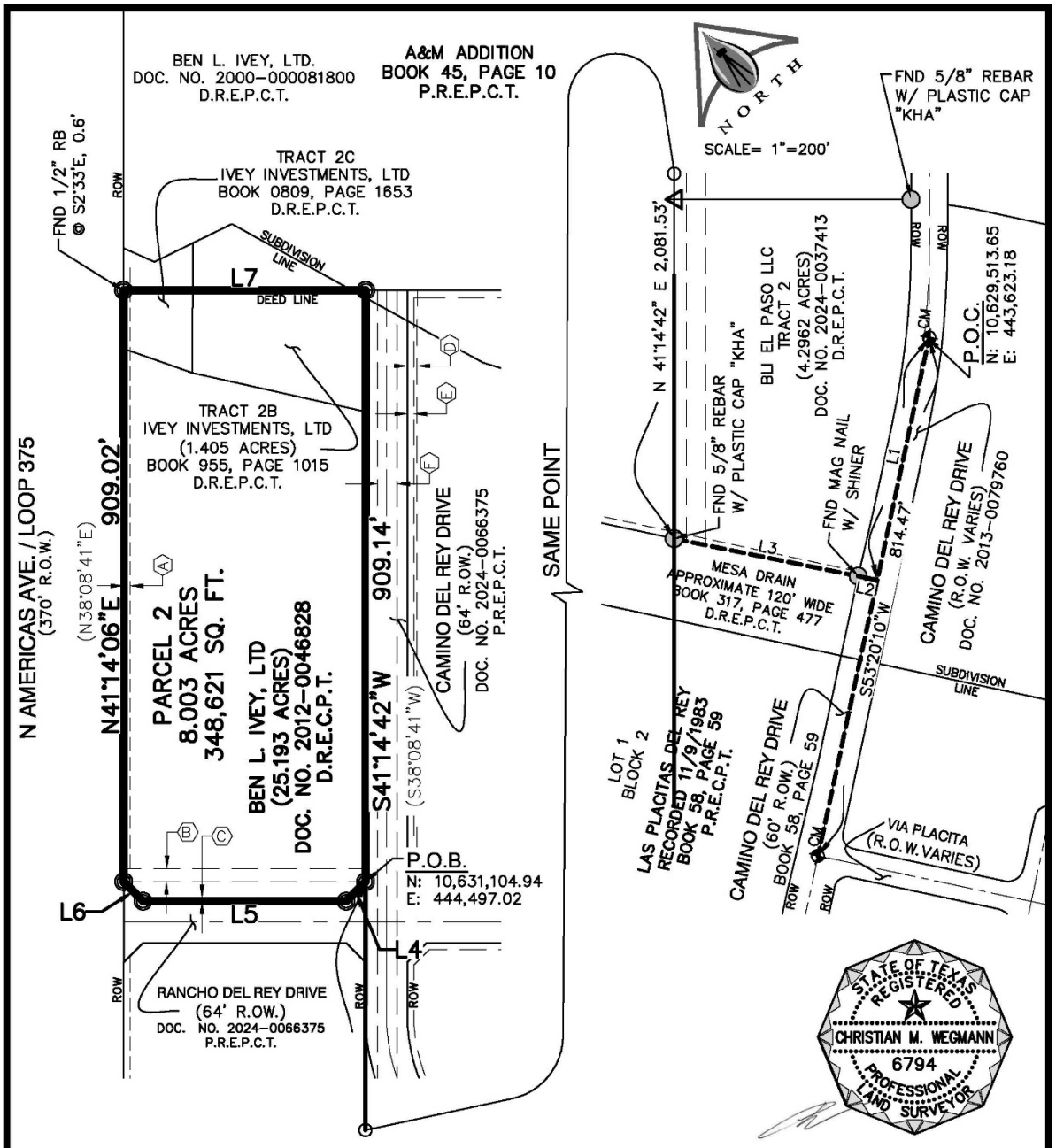

SHEET 3 OF 4

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. TBPE FIRM NO. F-2103 TBPLS FIRM NO. 10060700 2020 E. MILLS AVENUE El Paso, TX 79901 (915) 533-1418 FAX: (915) 533-4972

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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

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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.

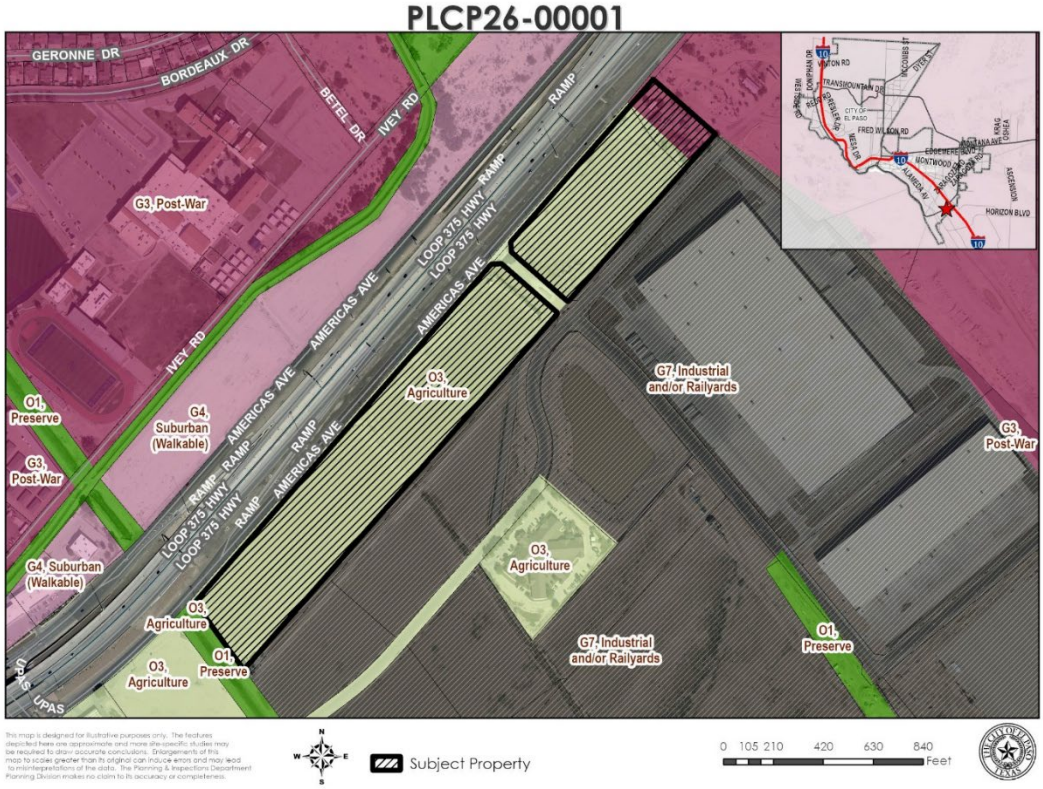


Figure A. Subject Property & Immediate Surroundings

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

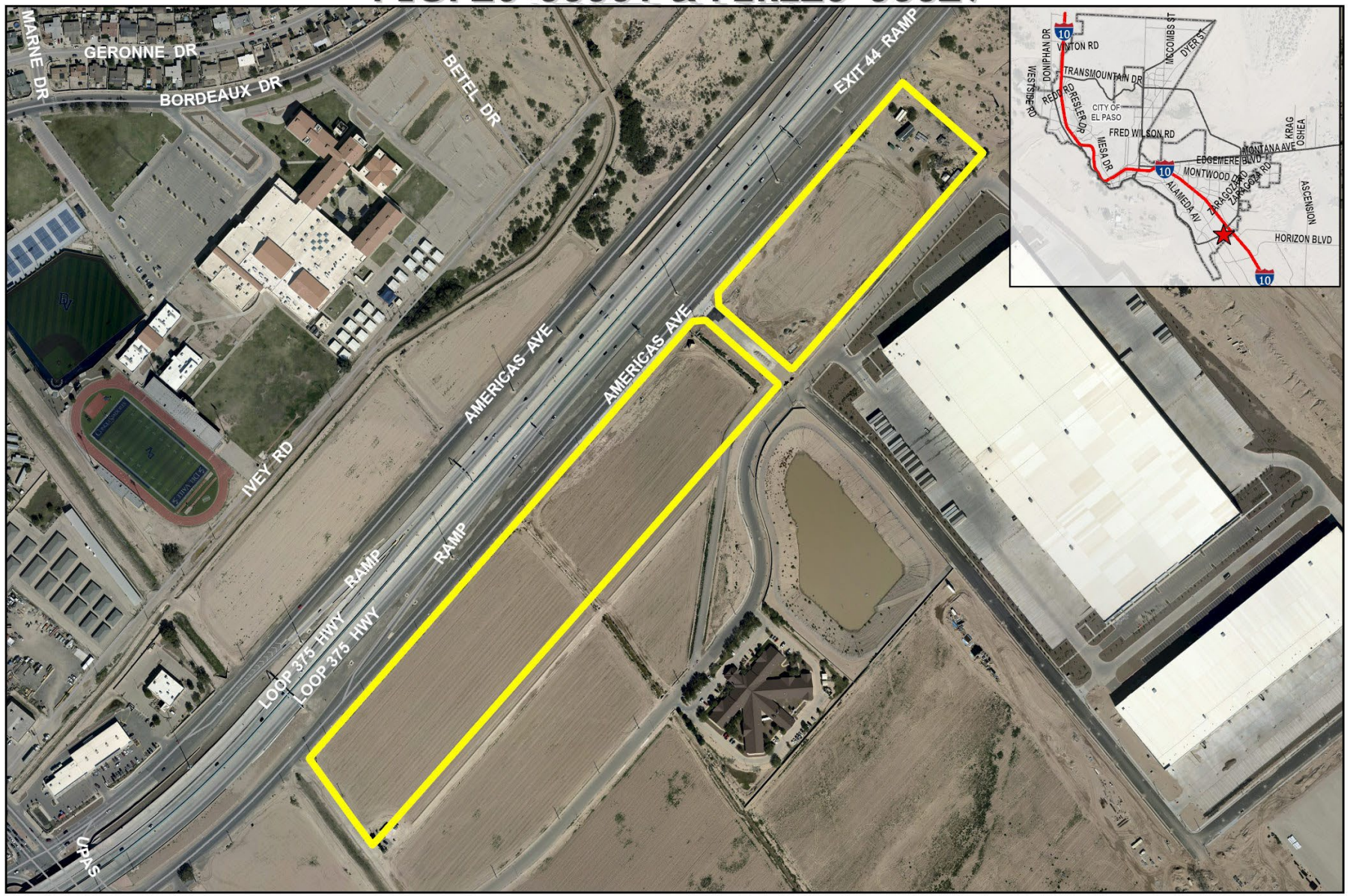
ITEMS 31 & 32

Americas and Rancho del Rey

Future Land Use Map Amendment & Rezoning

PLCP26-00001 & PZRZ25-00029

PLCP26-00001 & PZRZ25-00029



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.

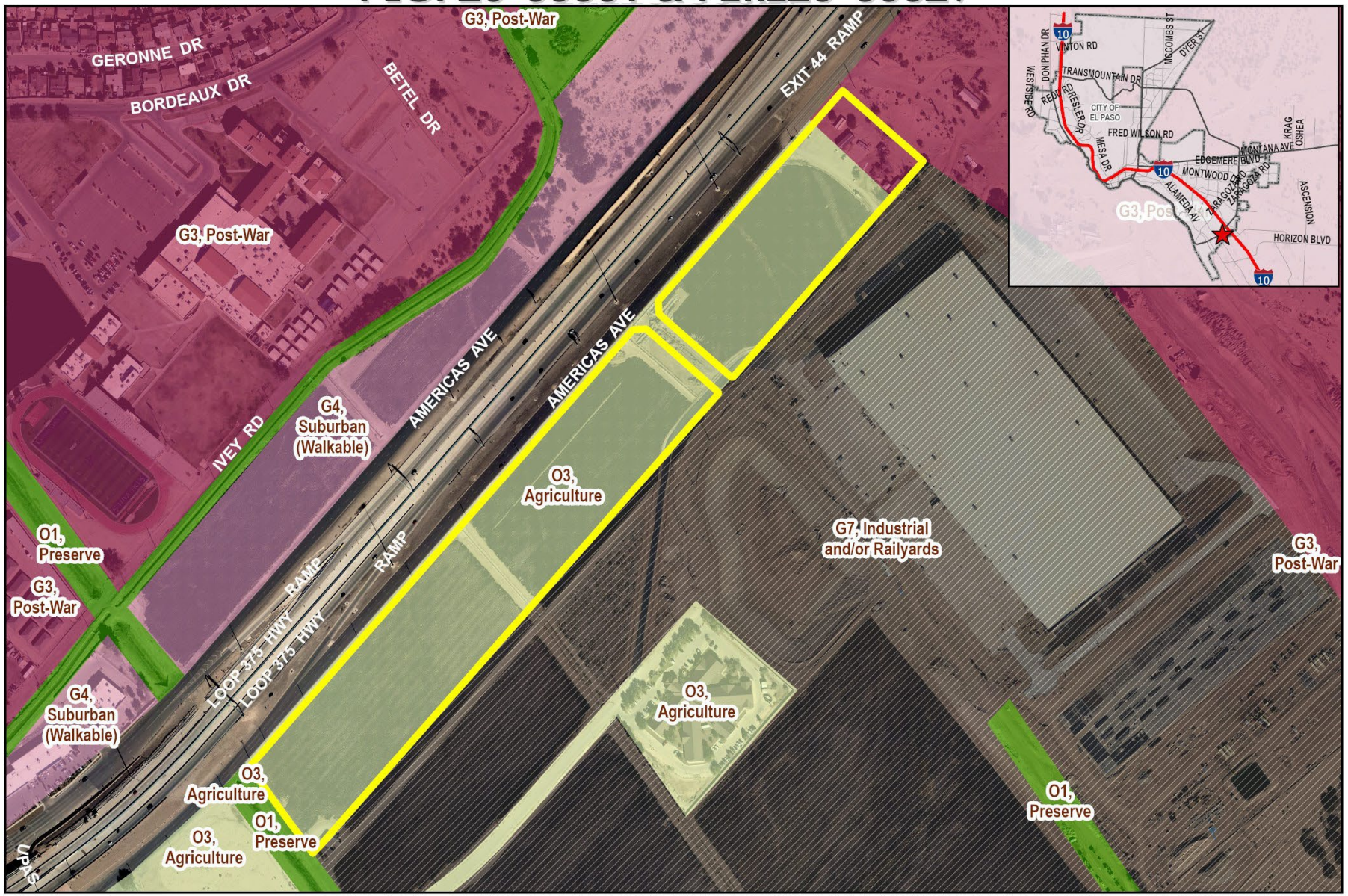
N W E S

Subject Property

0 105 210 420 630 840 Feet

Aerial

PLCP26-00001 & PZRZ25-00029



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Subject Property

0 105 210 420 630 840 Feet

Existing Future Land Use Map

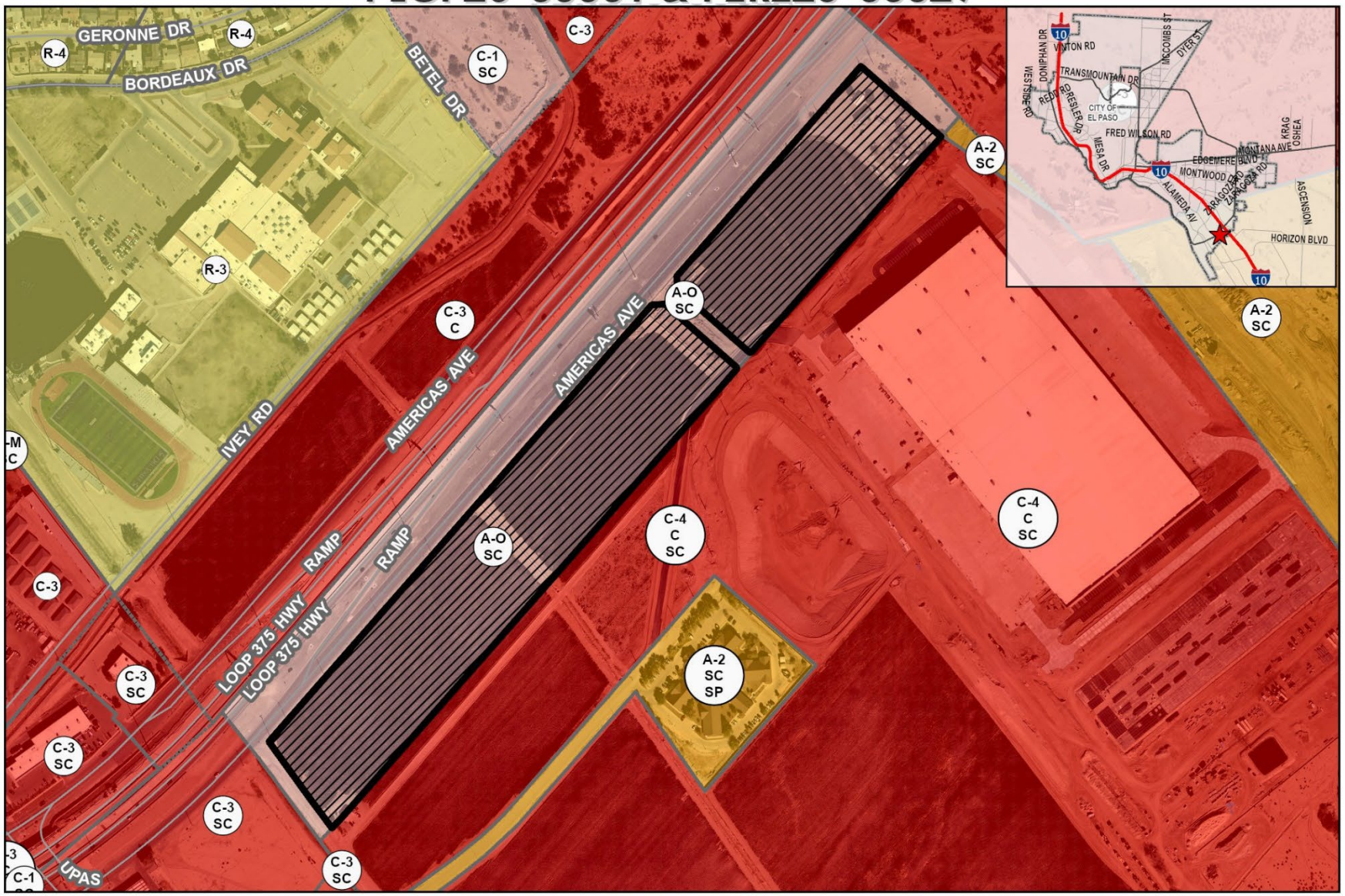
O-3 – Agriculture: Active farmland in the Rio Grande Valley. Changes to City codes and policies may limit plat and utility approvals beyond the City limits in a coordinated effort to protect significant portions of farmland.

Proposed FLUM Amendment

G-7 – Industrial and/or Railyards

Industrial parks, large free-standing industrial uses, refineries, non-military airfields, trucking terminals, and mines, all on large tracts in areas dominated by vehicles. When an industrial use becomes obsolete, there can be potential for mixed-use redevelopment of the site.

PLCP26-00001 & PZRZ25-00029



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.

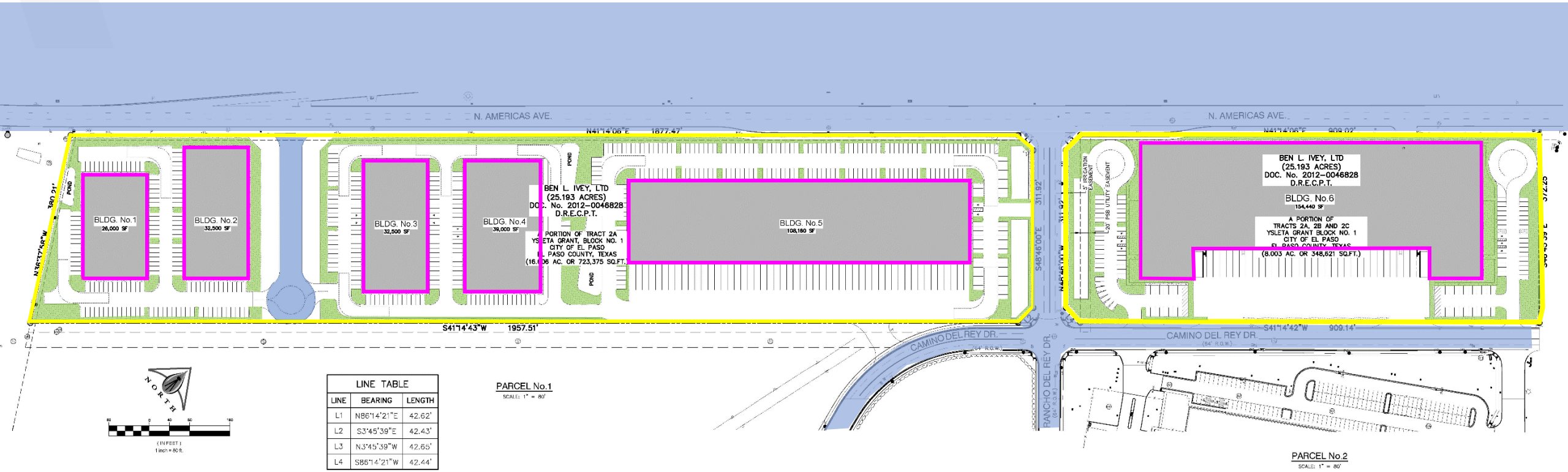
N W E S

Subject Property

0 105 210 420 630 840 Feet

Zoning Map

Conceptual Plan



LINE TABLE		
LINE	BEARING	LENGTH
L1	N86°14'21"E	42.62'
L2	S3°45'39"E	42.43'
L3	N3°45'39"W	42.65'
L4	S86°14'21"W	42.44'

Subject Property

Surrounding Development

N

W

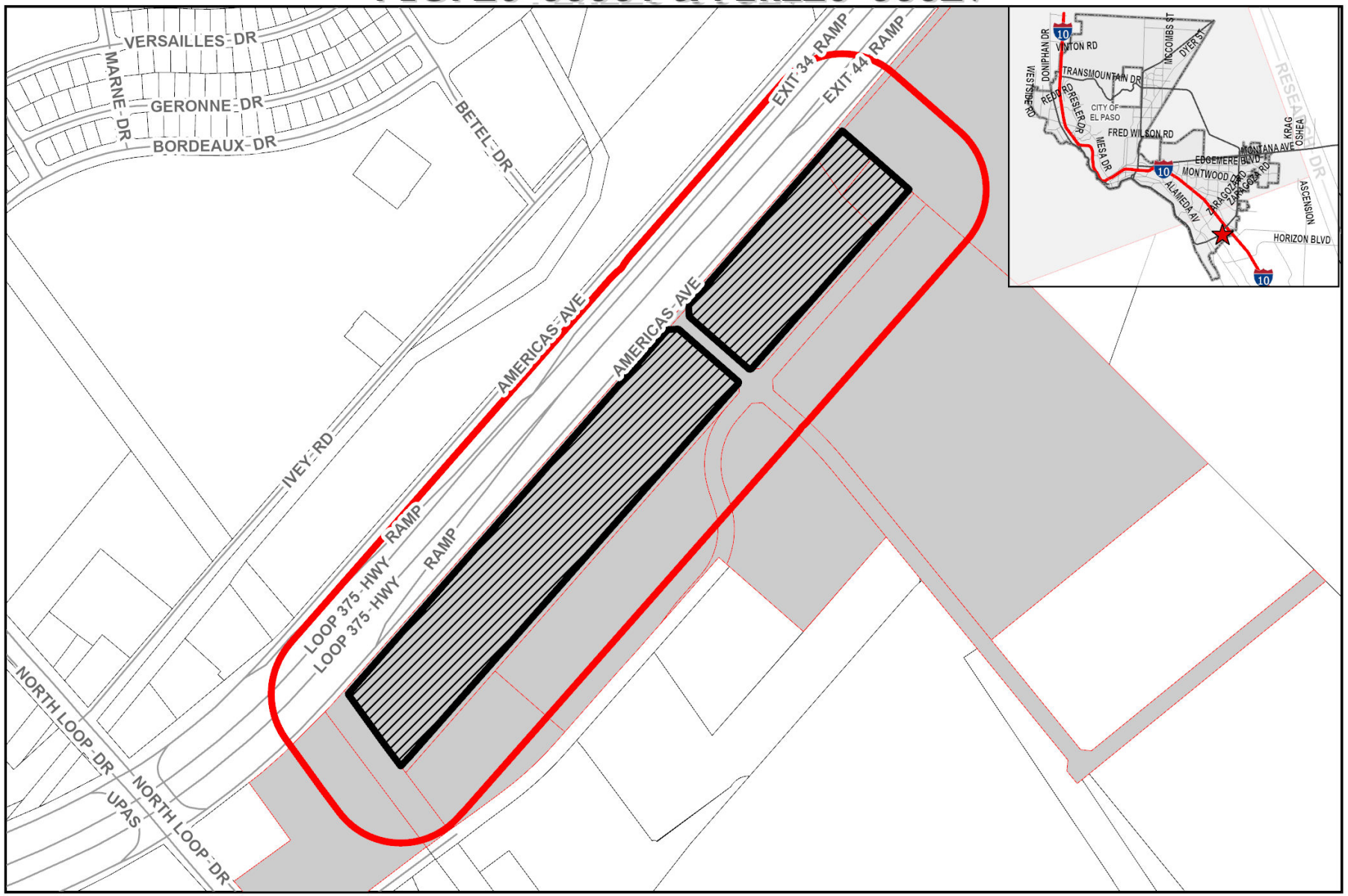
S

E

Public Input

- Property is within the boundaries of the Mission Valley Civic Association and Corridor 20 Civic Association.
- Notices were mailed to property owners within 300 feet on April 10, 2026.
- The Planning Division has not received any communication in support and opposition to the request.

PLCP26-00001 & PZRZ25-00029



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
300 Feet Notice Area
Notified Properties

0 125 250 500 750 1,000 Feet

Notice Map

4 notices
14 properties

Recommendation

Staff and CPC (6-0) recommend **approval** of the amendment to the future land use map

Staff and City Plan Commission (CPC) 6-0 recommend **approval** of the rezoning request

Mission

Deliver exceptional services to support a high quality of life and place for our community

Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

Values

Integrity, Respect, Excellence, Accountability, People

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 W. 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 [POSTPONED FROM 06-09-2026]

City of El Paso Agenda Summary Form

City Clerk

Submitted On: Jun 10, 2026, 11:14AM EDT

Department / Council Office	Planning and Inspections
Agenda Date	May 12, 2026
Public Hearing Date	June 23, 2026
Email of User Submitting Form	gonzalezag@elpasotexas.gov
Contact Person	Kevin W. Smith 9152121566
2nd Contact Person	Alejandra Gonzalez 9152121506
District(s) Affected	District 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 , 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
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	N/A
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Luis Zamora, Chief Planner (915) 212-1552 ZamoraLF@elpasotexas.gov

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.

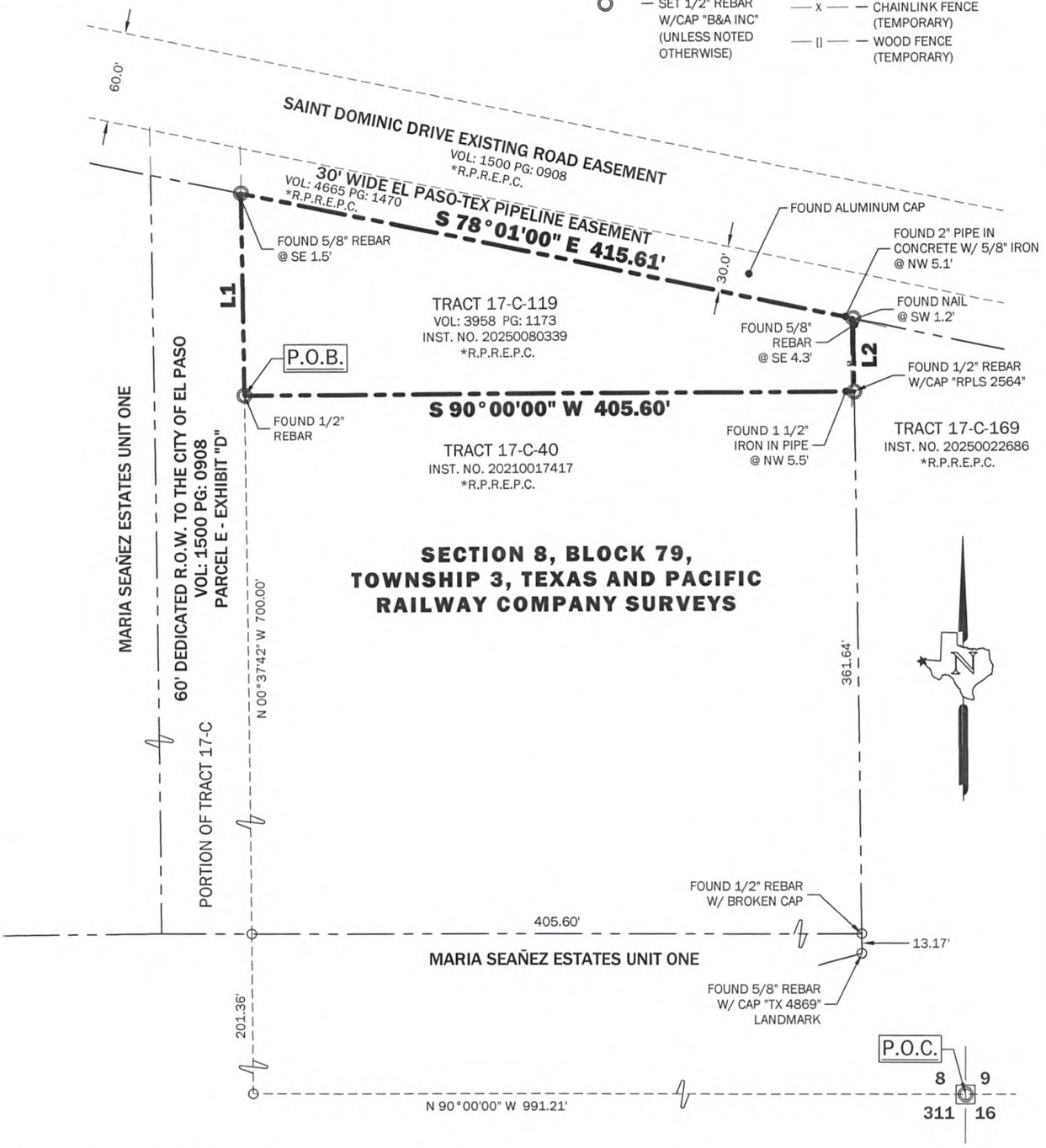
Benito Barragan TX R.P.L.S 5615,
Barragan and Associates Inc.
Texas Surveying Firm # 10151200
March 25, 2026
Job No. 260319-21

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

ZONING

Saint Dominic

City Plan Commission — April 23, 2026

REZONING

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.*

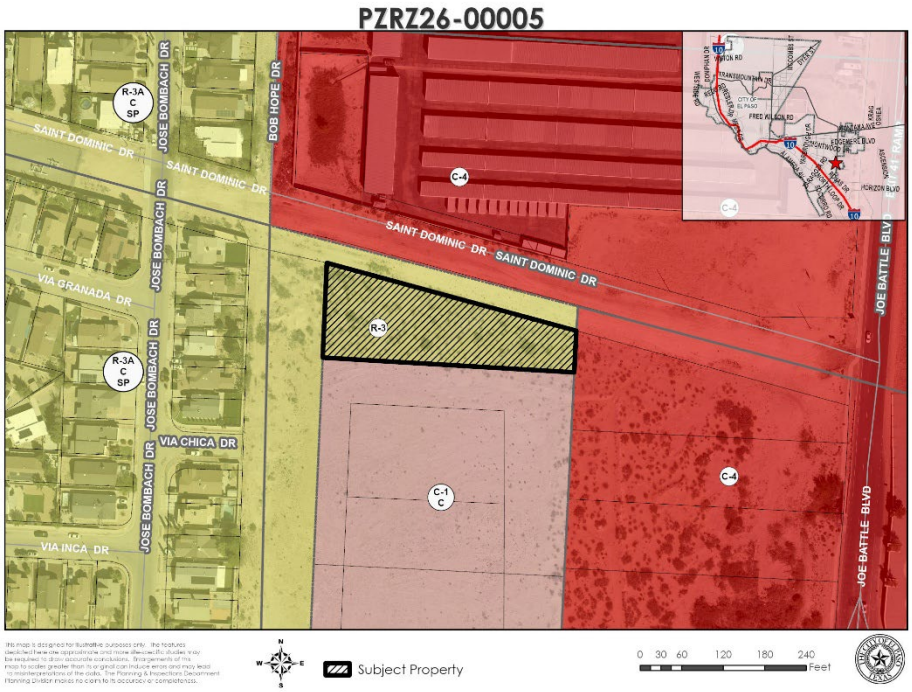


Figure A. Subject Property & Immediate Surroundings

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.

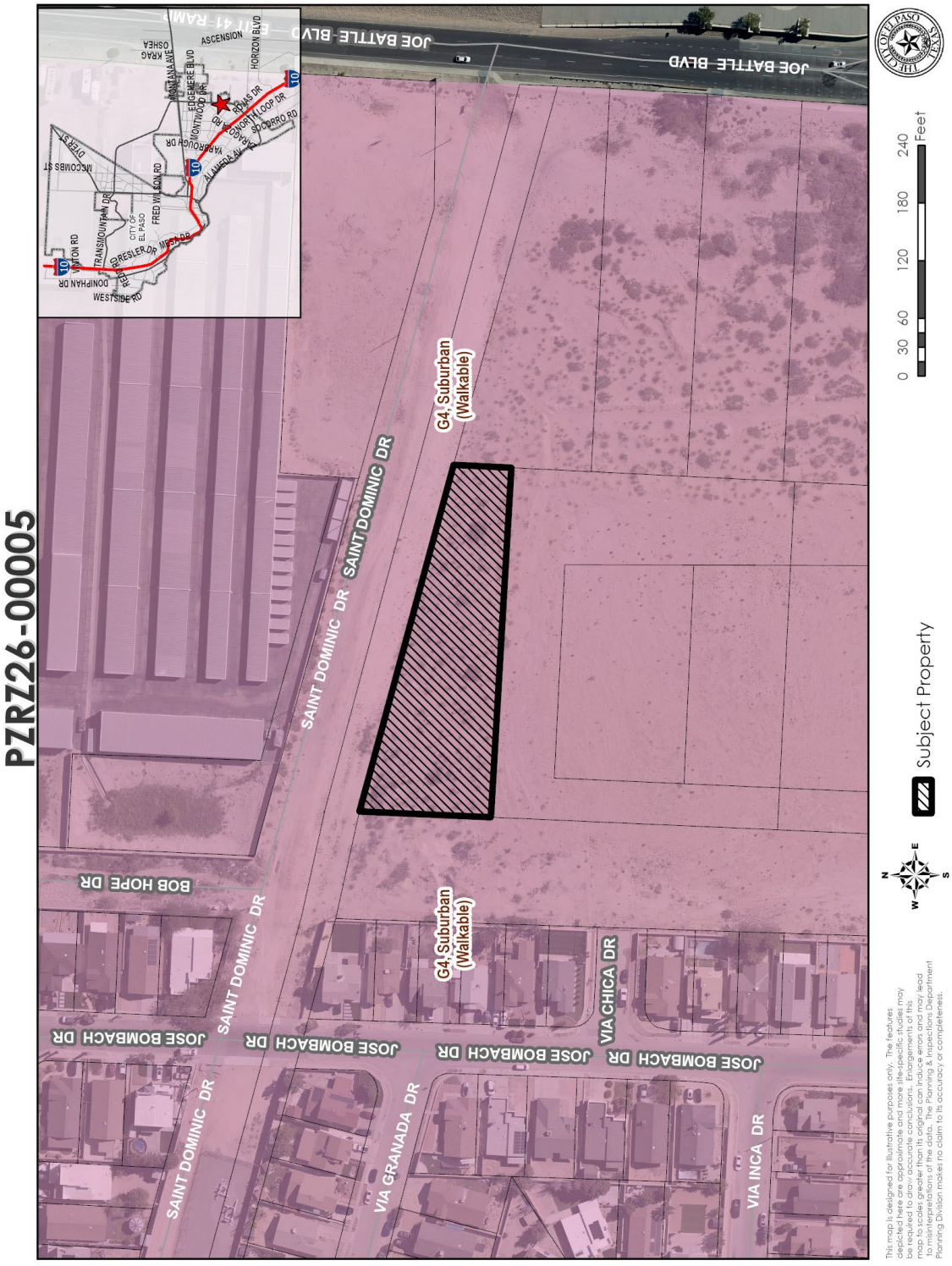
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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.

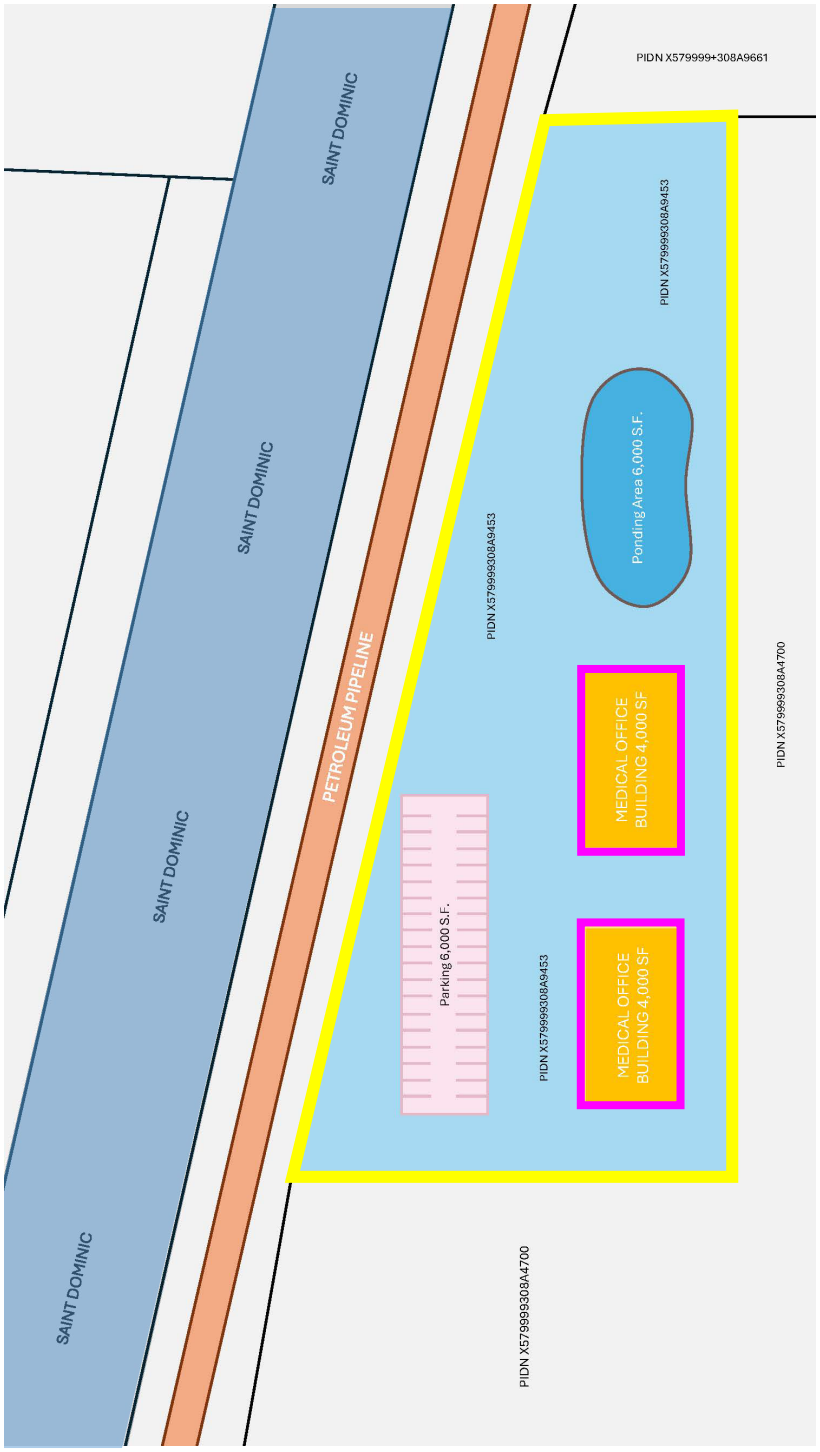
ATTACHMENTS:

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

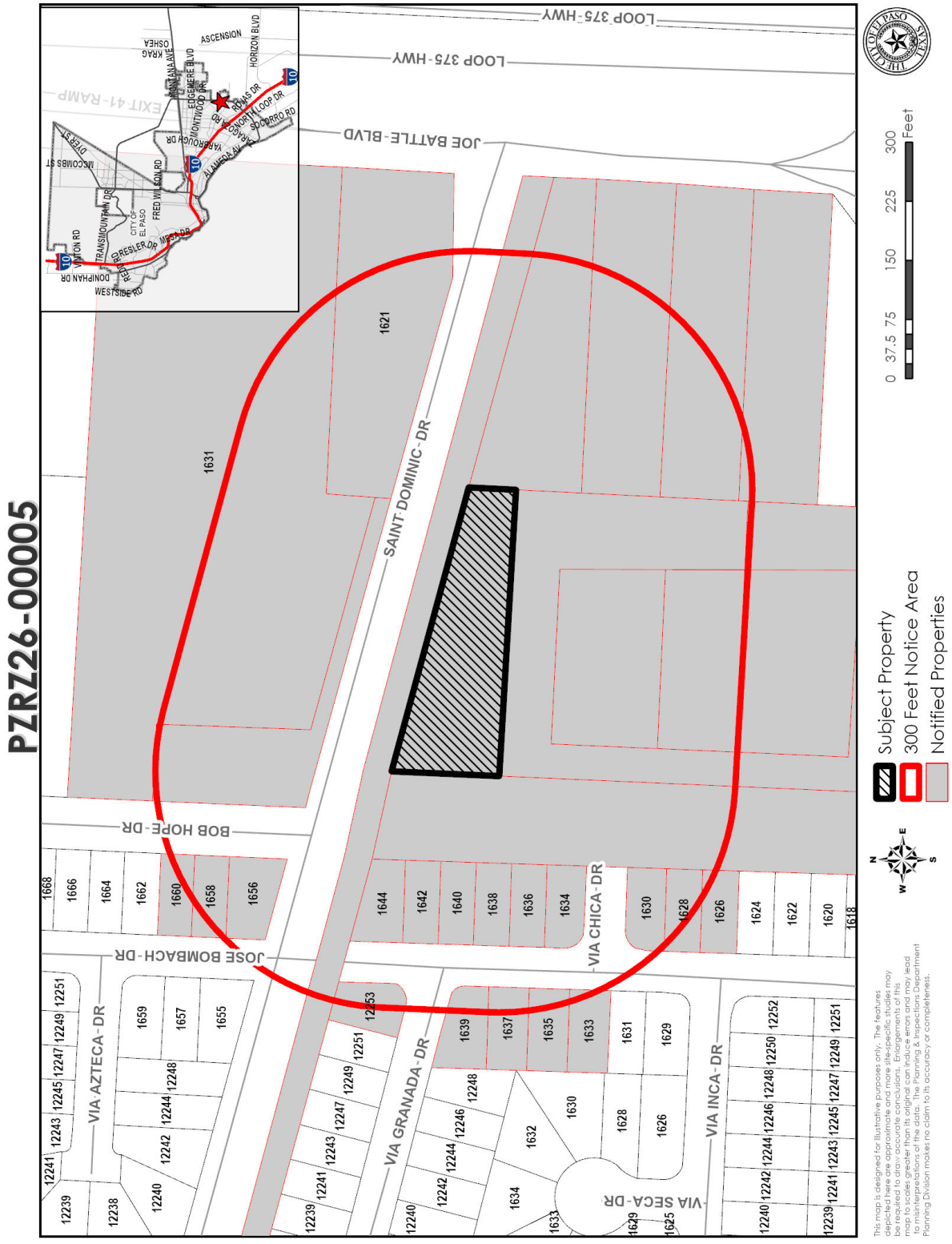
Texas Gas Service will need an easement from Jose Bombach Dr. and/or Joe Battle Blvd. to provide gas to the property. Unless you can provide evidence of Saint Dominic Drive being a public right-of-way. Also, we are going to request a letter of non-objection from the Petroleum pipeline to cross their 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

ITEM 33

Saint Dominic Drive

Rezoning

PZRZ26-00005

PZRZ26-00005

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.

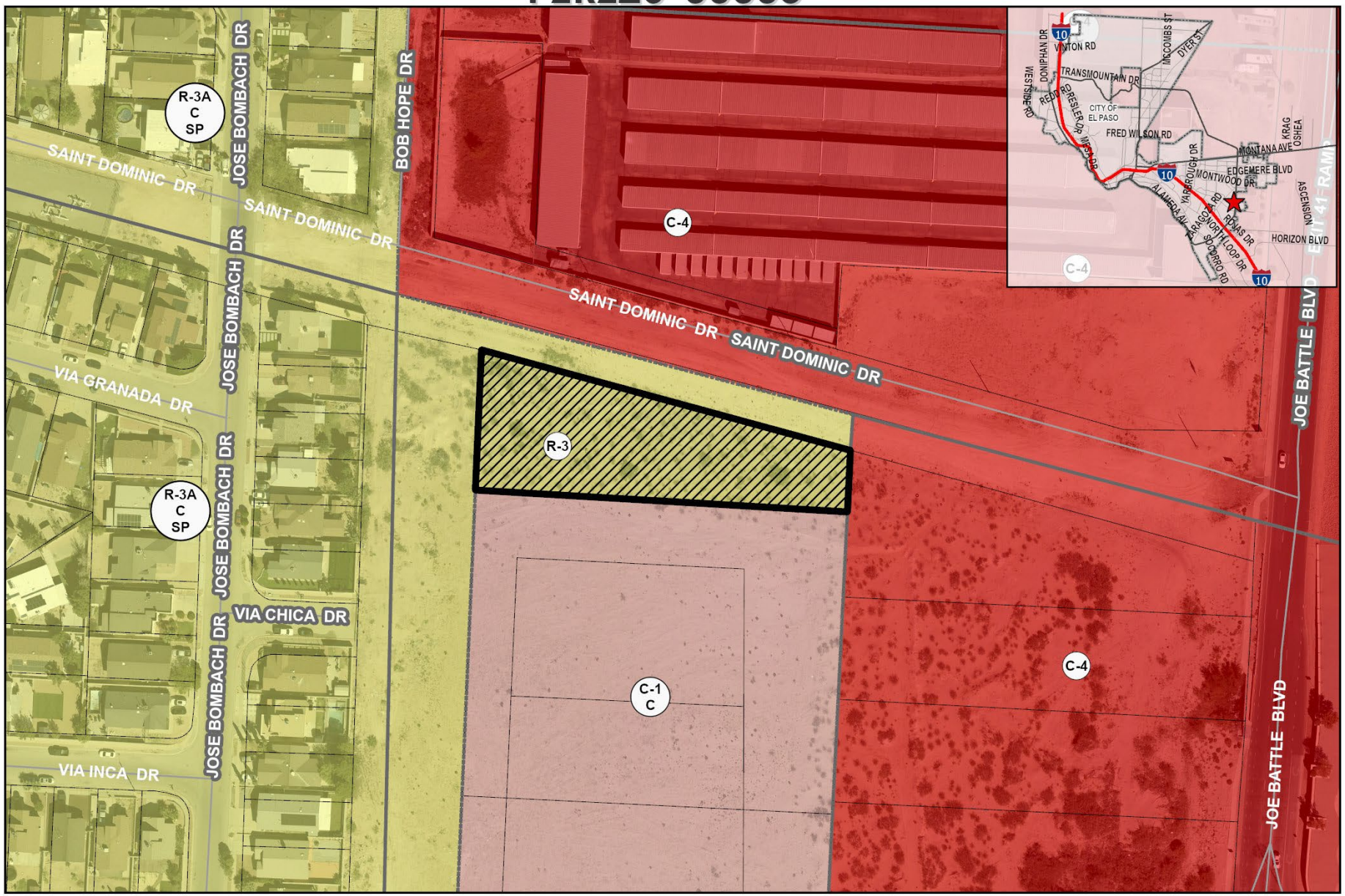
N W E S

Subject Property

0 30 60 120 180 240 Feet

Aerial

PZRZ26-00005



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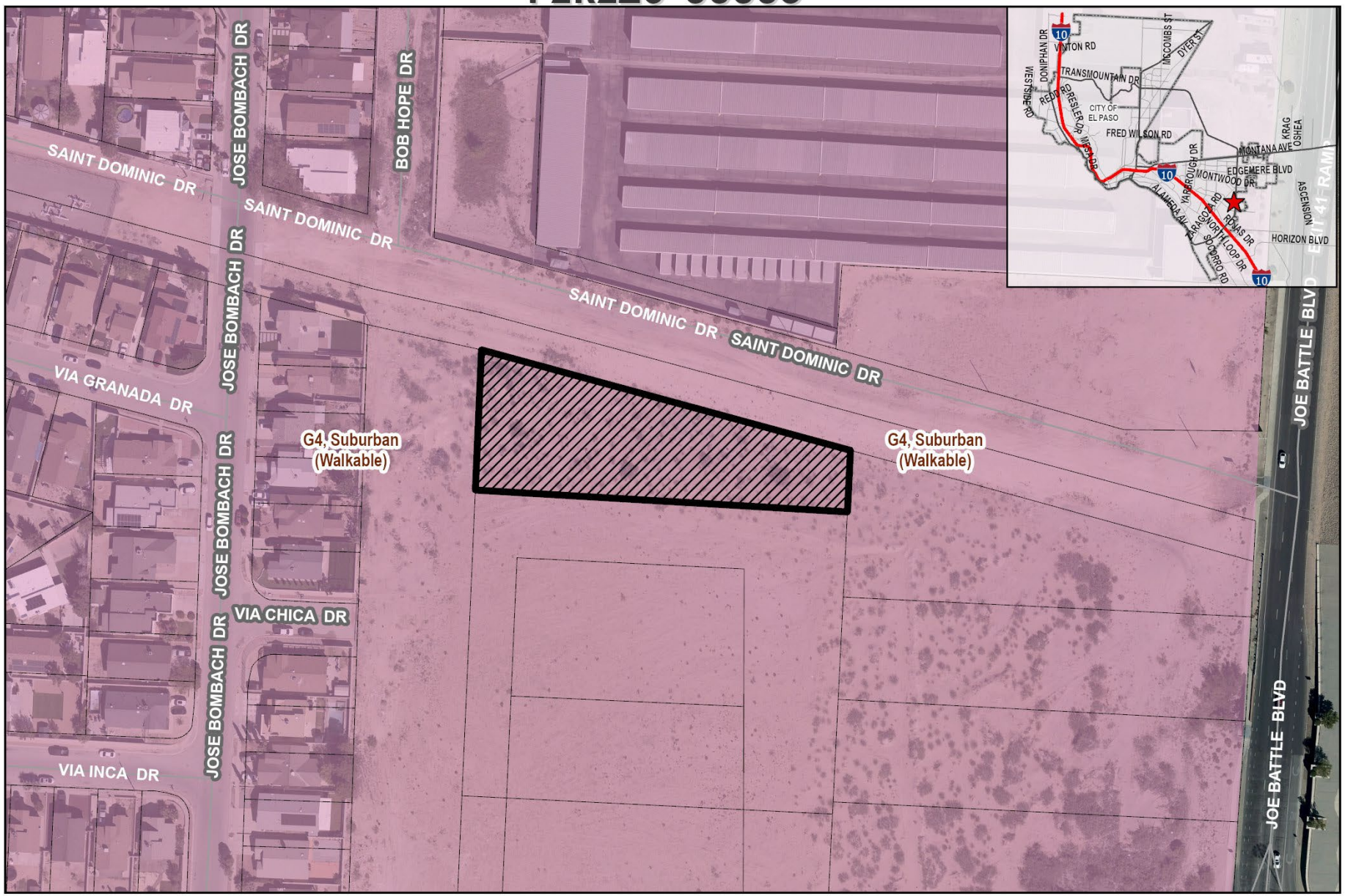
N W E S

Subject Property

0 30 60 120 180 240 Feet

Existing Zoning

PZRZ26-00005



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

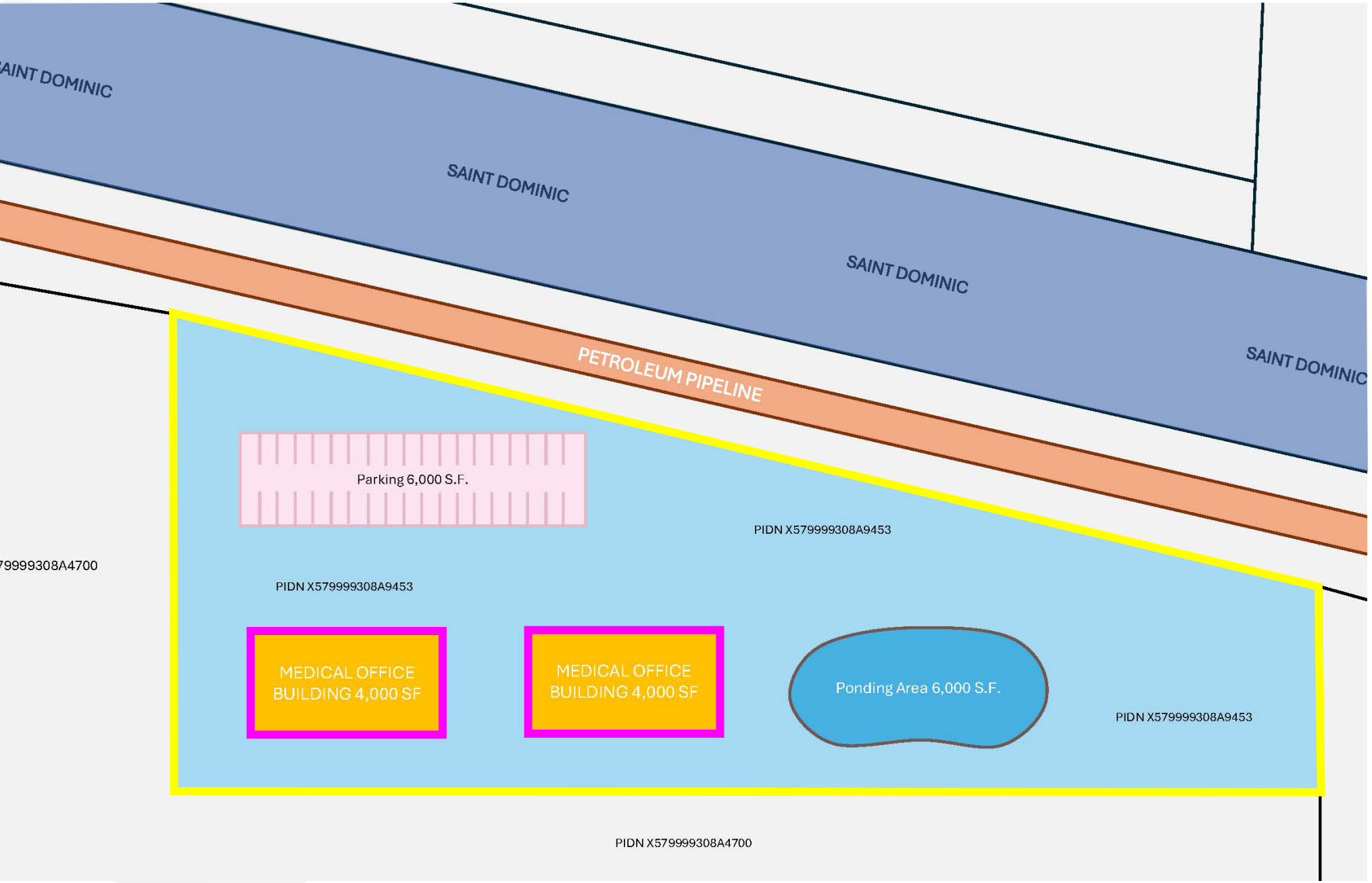
Subject Property

0 30 60 120 180 240 Feet

Future Land Use Map

G-4, 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.

Conceptual Plan



Subject Property

Surrounding Development

N

W

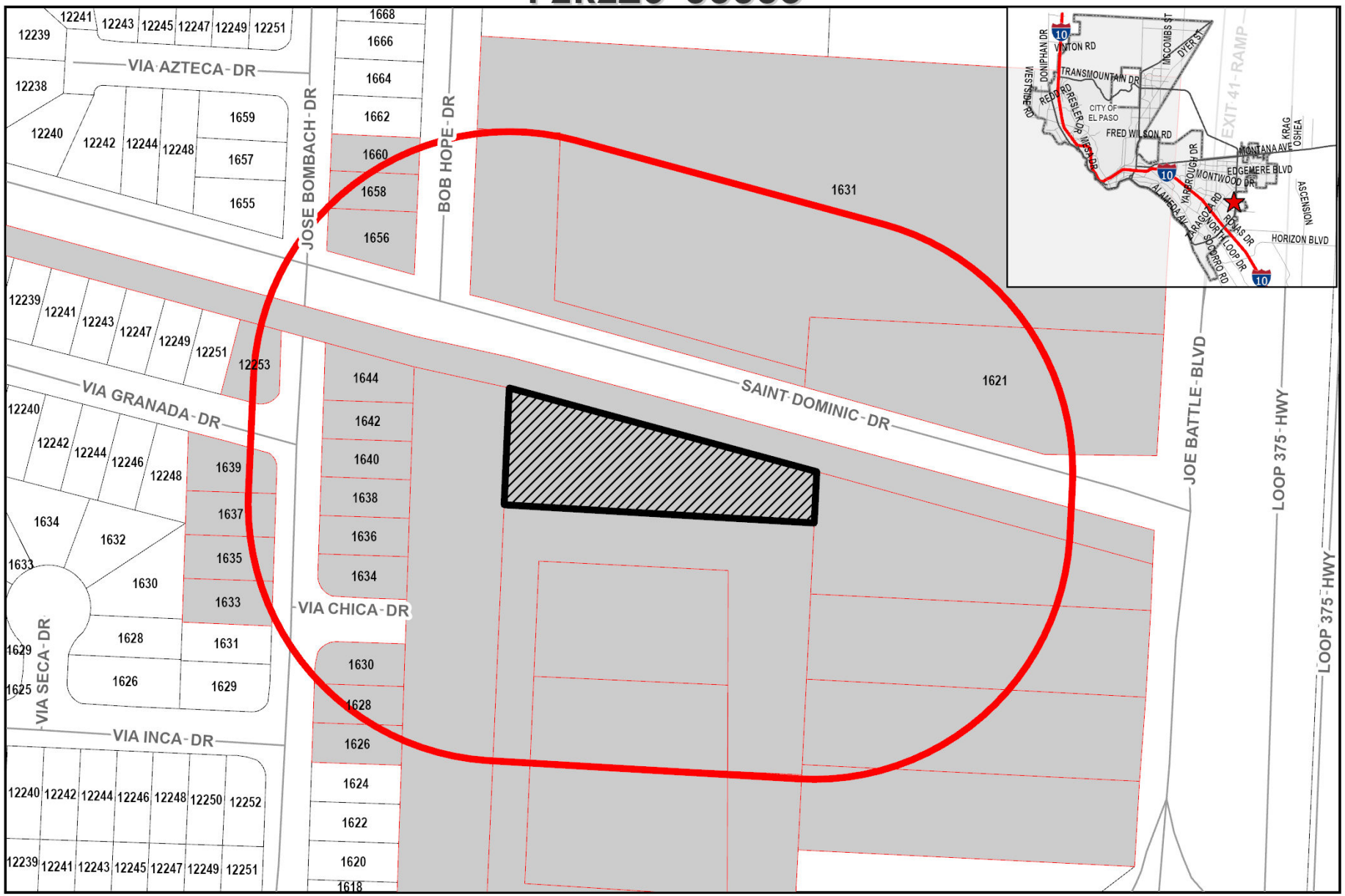
S

E

Public Input

- The property does not lie within any recognized neighborhood association.
- Notices were mailed to property owners within 300 feet on April 10, 2026.
- The Planning Division has not received any communications in support or opposition to the request.

PZRZ26-00005



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N W E S

Subject Property
300 Feet Notice Area
Notified Properties

0 37.5 75 150 225 300 Feet

Notice Map

23 Notices
32 Properties

Recommendation

Staff and CPC (6-0) recommend **approval with a condition** of the rezoning request. The condition is as follows:

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.

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 #: 26-0621, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 2
Planning and Inspections, Kevin W. Smith, (915) 212-1566
Planning and Inspections, Saul J. G. Pina, (915) 212-1604

AGENDA LANGUAGE:

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

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

City of El Paso Agenda Summary Form

City Clerk

Submitted On: Jun 10, 2026, 12:16PM EDT

Department / Council Office	Planning and Inspections
Agenda Date	May 26, 2026
Public Hearing Date	June 23, 2026
Email of User Submitting Form	PinaSJ@elpasotexas.gov
Contact Person	Kevin Smith (915) 212-1566
2nd Contact Person	Saul J. G. Pina (915) 212-1604
District(s) Affected	District 2
Agenda Item	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 is as provided for in Chapter 20.24 of the El Paso City Code. Subject Property: 2928 Pershing Drive Applicant: Jefferson Apartments, LLC Case Number: PZST24-00019
Issue Statement	The applicant is requesting a special permit for a 67% parking reduction and approval of a detailed site development plan for the subject property at 2928 Pershing Drive for the use of restaurant (sit down) and other retail establishment (low volume). 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 recommended approval of this request.
Background	The applicant is requesting a special permit for a 67% parking reduction for the use of restaurant (sit down) and other retail establishment (low volume) and approval of a detailed site development plan. The existing development is required to provide thirty-six (36) parking spaces, with only twelve (12) parking spaces being provided and requesting a reduction of twenty-four (24) parking spaces. A parking study was submitted and approved demonstrating an average of 31 parking spaces available on the street within 300 feet of the subject property that serve the area. The proposed special permit meets the intent of the Future Land Use Map designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan. As of April 14, 2026, the Planning Division received one letter in opposition to the special permit request stating concerns for lack of parking in the area and possible demise of new businesses due to this. See attached staff report for additional information.
Council Options	Approve (Staff and CPC recommendation).
Committee Review and/or Recommendation	City Plan Commission recommended 6-0 to approve the proposed special permit 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
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	N/A
Enter the elected official's name followed by the amount donated.	No contributions or donations made. (See previously attached campaign contribution form)
For More Information	Luis Zamora, Chief Planner (915) 212-1552 ZamoraLF@elpasotexas.gov

ORDINANCE NO. _____

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.

WHEREAS, JEFFERSON APARTMENTS, LLC**,** has applied for a Special Permit under Section 20.14.070 of the El Paso City Code to allow for a 67% parking reduction**;** and,

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

WHEREAS, the City Plan Commission has recommended approval of the subject Special Permit; and

WHEREAS, the subject Special Permit has been submitted to the City Council of the City of El Paso for review and approval; and

WHEREAS, the City Council of the City of El Paso finds that the application conforms to all requirements of Section 20.04.320 of the El Paso City Code.

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

1. That the property described as follows, is in a C-4 (Commercial) District:
Lots 17 through 21, Block 97, East El Paso Addition, 2928 Pershing Drive, City of El Paso, El Paso County, Texas; and,

2. That the City Council hereby grants a Special Permit under Section 20.04.320 of the El Paso City Code to allow for restaurant (sit down) and other retail establishment (low volume) on the property described in Paragraph 1 of this Ordinance; and,

3. That this Special Permit is issued subject to the development standards in the C-4 (Commercial) District regulations and is subject to the approved Detailed Site Development Plan signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as **Exhibit "A"** and is incorporated herein by reference for all purposes; and,

4. That if at any time the Applicant fails to comply with any of the requirements of this Ordinance, Special Permit No. PZST24-00019, shall be subject to termination; construction or occupancy shall be discontinued; and the Applicant shall be subject to the penalty provisions of Chapter 20.24 and any other legal or equitable remedy; and,

5. That the Applicant shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary to the City Plan Commission before building permits are issued.

ADOPTED this ___ day of _____, 2026.

THE CITY OF EL PASO

ATTEST:

_____
Renard U. Johnson
Mayor

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russell T. Abeln
_____
Russell Abeln
Senior Assistant Attorney

APPROVED AS TO CONTENT:

Kevin Smith for _____
Philip F. Etiwe, Director
Planning & Inspections Department

AGREEMENT

Jefferson Apartments, LLC, the Applicant referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the **C-4 (Commercial) District** regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 8th day of April, 2026.

Jefferson Apartments, LLC

(Signature)

Michael A Thompson member

(Name/Title)

ACKNOWLEDGMENT

THE STATE OF ~~TEXAS~~ Oregon)
)
COUNTY OF ~~EL PASO~~ Polk)

This instrument is acknowledged before me on this 8th day of April, 2026, by Michael A. Thompson for Jefferson Apartments, LLC as Applicant.

(Seal)

OFFICIAL STAMP
ALYSSA DUNCAN
NOTARY PUBLIC - OREGON
COMMISSION NO. 1028379
MY COMMISSION EXPIRES SEPTEMBER 19, 2026

Notary Public, State of ~~Texas~~ Oregon

Signature

Alyssa N. Duncan

Printed or Typed Name

My Commission Expires:

September 19th 2026

EXHIBIT "A"

GENERAL SITE NOTES

S1. CONCRETE WALKS ARE TO BE SCORED AS INDICATED WITH 1/2" EXPANSION JOINTS INSTALLED AT 20'-0" O.C. BETWEEN INTERSECTING WALKS AND AS DETAILED.

S2. AREAS INDICATED "LANDSCAPING" SHALL BE CLEARED OF ALL NON-SOIL MATERIALS AND GRADED TO 6" BELOW THE FINISH GRADES INDICATED. TOPSOIL, MULCH AND/OR OTHER LANDSCAPING MATERIALS WILL BE INTRODUCED UNDER SEPARATE CONTRACT.

S3. CONTRACTOR IS RESPONSIBLE FOR ALL INCIDENTAL WORK REQUIRED WHETHER INDICATED OR NOT TO COMPLETE NEW WORK FOR INTENDED USE.

S4. REMOVE TREES, SHRUBS, GRASS AND OTHER VEGETATION, IMPROVEMENTS OR OBSTRUCTIONS INTERFERING WITH INSTALLATION OF NEW CONSTRUCTION. REMOVAL INCLUDES DIGGING OUT STUMPS AND ROOTS.

S5. CONTRACTOR STAGING AREA SHALL BE LOCATED WITHIN PROJECT SITE LIMITS.

LEGAL DESCRIPTION

W/ EAST EL PASO 17 TO 21 (17500 SQ FT)
CITY OF EL PASO, EL PASO COUNTY, TEXAS

PROJECT ADDRESS

2928 PERSHING DRIVE, EL PASO, TEXAS, 79903
COMERCIAL

EXISTING ZONING:

EXISTING ZONING: C-4
COMMERCIAL RETAIL STORE
RESTAURANT

SETBACKS

FRONT	0
REAR	10
MINIMUM CUMULATIVE FRONT & REAR YARD	N/A
SIDE	0
SIDE STREET	10
BUILDING HEIGHT	60'

PROVIDE DENSITY AS FOLLOWS:
LOT AREA SIZE 17,500 SQ. FT.
LOT WIDTH - 125 FT.
LOT DEPTH - 140 FT.
NOTE: 67% PARKING REDUCTION.

SCOOP OF WORK

PARKING REDUCTION REQUEST

BUILDING AREA:

EXISTING BUILDING 1: DOLLAR TREE THERE WILL BE NO WORK IN THIS PLACE	TOTAL=8,827 SQ.FT
EXISTING BUILDING 2: PICK UP KITCHEN THERE WILL BE NO WORK IN THIS PLACE	TOTAL=1,520 SQ.FT
TOTAL :	10,347.00 SQ. FT.

SCALE 3/32"=1'-0"

PARKING CALCULATION

BUILDING 1:
RETAIL(DOLLAR TREE)=1 PARKING(360 SQF)
8,827/360=24.51=25 PARKING
RESTAURAN(KITCHEN PICK UP)1 PARKING(144 SQF)
1,520/144=10.55=11 PARKING
TOTAL PARKING : 36 PARKING

TOTAL PARKING REQUIRED: 36 PARKING SPACES
TOTAL PARKING PROVIDED: 12 PARKING SPACES
TOTAL SPACES AVAILABLE: 12 SPACES

67% PARKING REDUCTION

ACCESSIBLE PARKING SPACES

REQUIRED MINIMUM OF ACCESSIBLE VAN SPACES AS PER TAS TABLE 208.2	1
PROVIDE NUMBER OF ACCESSIBLE VAN SPACES	1

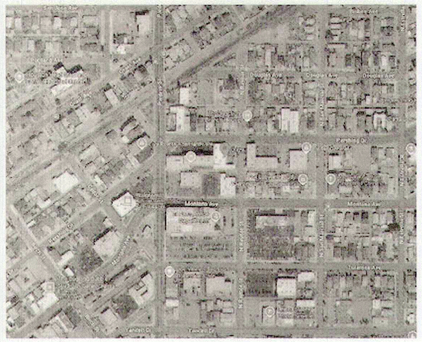
BIKE RACK NEEDED =3
BIKE RACK PROVIDED =6

LEGEND

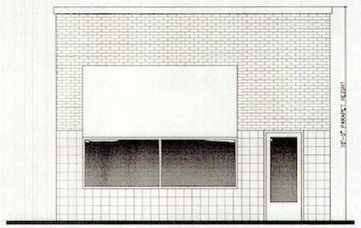
CONCRETE CURB
FIRE HYDRANT COVERAGE
STORM WATER DRAINAGE FLOW ARROWS
EXISTING FIRE HYDRANT

LANDSCAPING

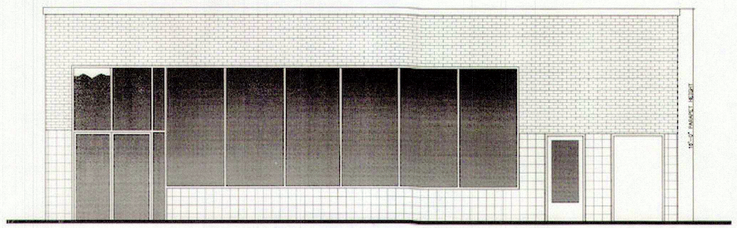
NO LANDSCAPING REQUIRED UNDER CURRENT SCOPE



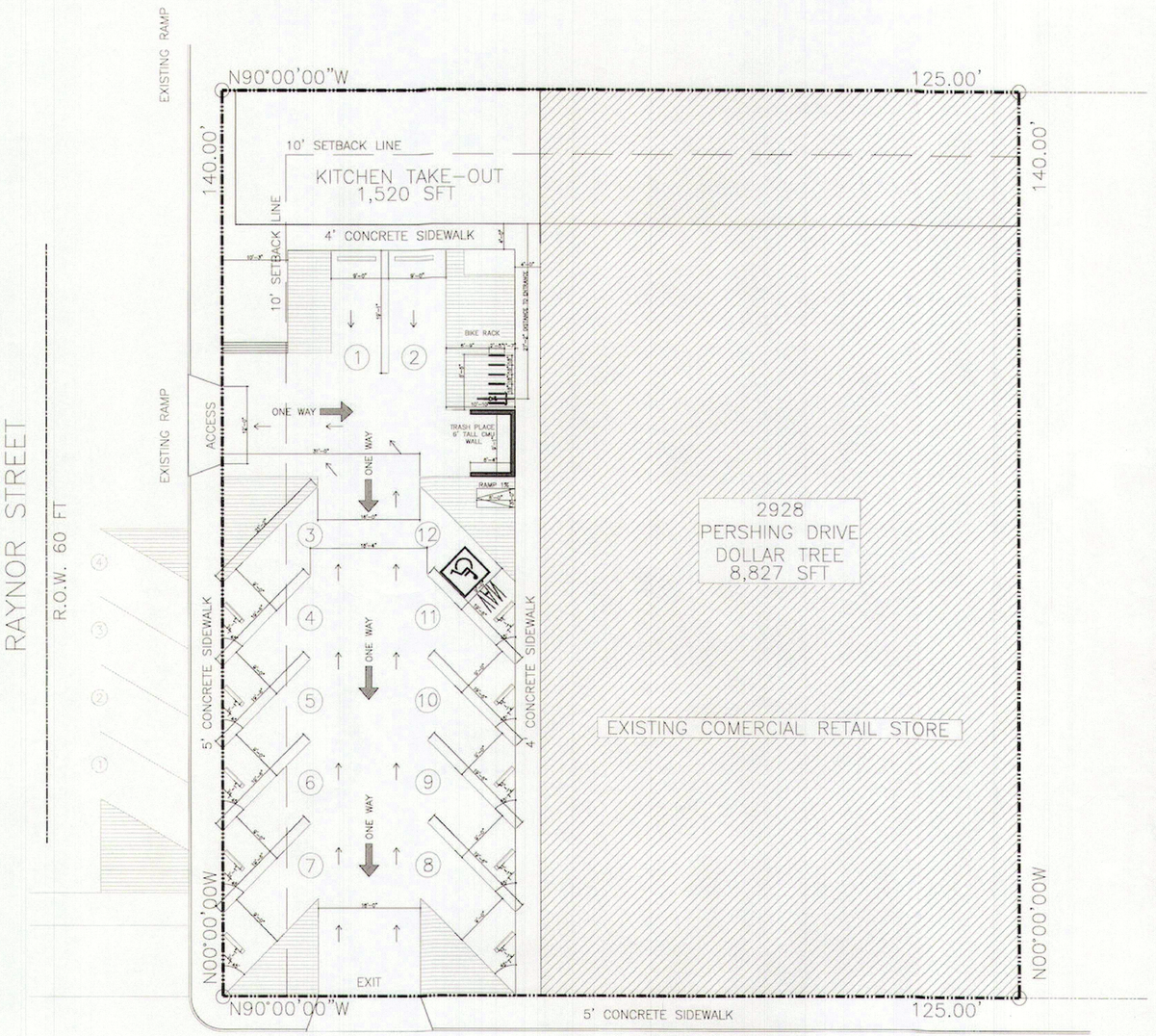
LOCALIZATION MAP



EAST ELEVATION
SCALE: 3/16"=1'-0"



NORTH ELEVATION
SCALE: 3/16"=1'-0"



PERSHING STREET

R.O.W. 62 FT

SITE PLAN
SCALE: 3/32"=1'-0"

PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
DETAILED SITE DEVELOPMENT PLAN
APPROVED BY CITY COUNCIL
4-24-26
DATE
For Michael Thompson, Owner
APPLICANT
Kevin Smith
EXECUTIVE SECRETARY, CITY PLAN COMMISSION
CITY MANAGER

CHARLES WESLEY GUNDERSEN 75148 REGISTERED ARCHITECT STATE OF TEXAS
1/16/2026

DETAILED SITE PLAN

RETAIL/RESTAURANT:
2928 PERSHING DRIVE
97 EAST EL PASO 17 TO 21 (17500 SQ FT) CITY OF EL PASO, EL PASO COUNTY, TEXAS

PROJECT ARCHITECT
WES GUNDERSEN
7704 GRAND CANYON PL.
EL PASO, TEXAS 79905
PHONE : (915) 342-6428

Vista del Sol ARCHITECTURAL DESIGN Cell 858-6264 494-1988

PLAN NO:
DTS 1
PREPARED 11-19-25
BY: LJL
REVISED
REVISED
REVISED
REVISED

PUBLIC/DWG/COMMERCIAL/2928PERSHING

ZONING

2928 Pershing

City Plan Commission — January 29, 2026 SPECIAL PERMIT

CASE NUMBER:	**PZST24-00019**
CASE MANAGER:	Saul J. G. Pina, (915) 212-1604, PinaSJ@elpasotexas.gov
PROPERTY OWNER:	Jefferson Apartments, LLC
REPRESENTATIVE:	Vista del Sol Architectural Designs
LOCATION:	2928 Pershing Dr (District 2)
PROPERTY AREA:	0.40 acres
EXISTING ZONING:	C-4 (Commercial)
REQUEST:	Special Permit for 67% parking reduction and approval of Detailed Site Development Plan
PUBLIC INPUT:	No support or opposition received as of January 22, 2026

SUMMARY OF REQUEST: The applicant is requesting a special permit and detailed site development plan approval to allow a 67% parking reduction to accommodate the use of restaurant (sit down) and other retail establishment (low volume) in the C-4 (Commercial) zone district.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the special permit request for parking reduction and detailed site development plan per Section 20.04.320 – Special Permit Approvals and Section 20.14.070 – Parking Reductions.

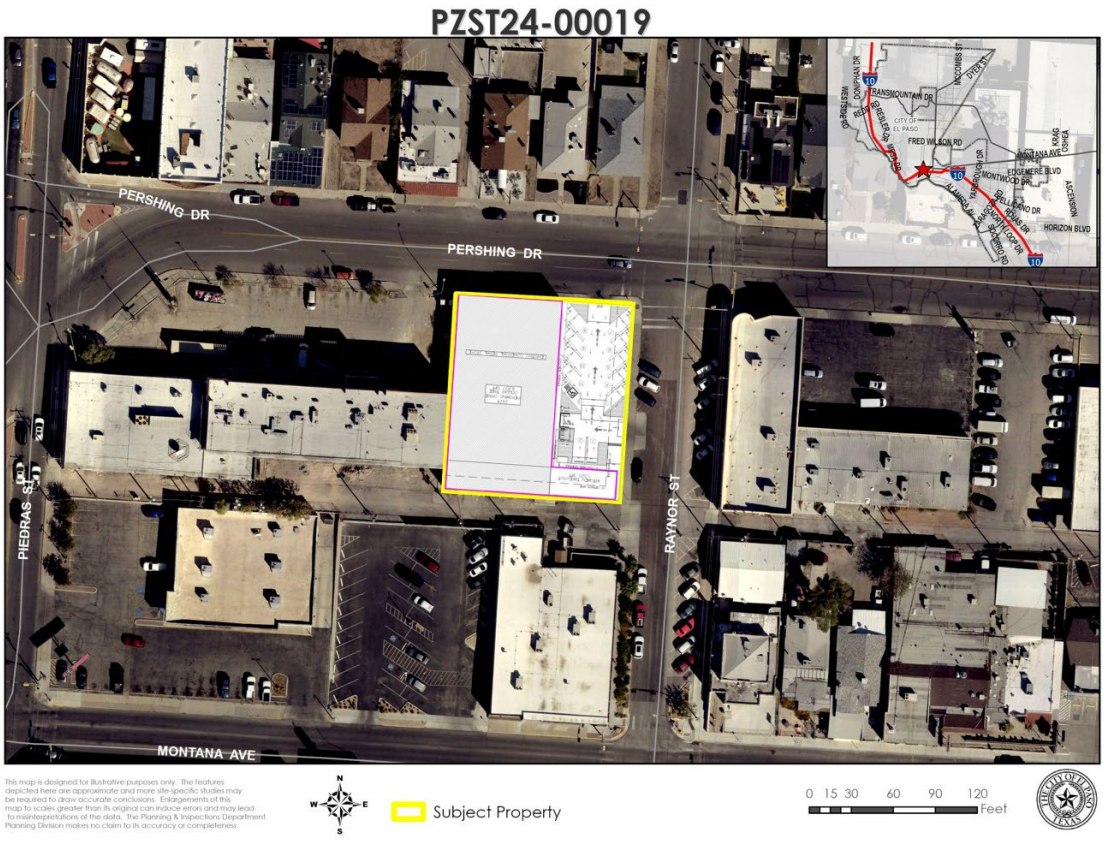


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting a special permit and detailed site development plan approval to allow for a 67% parking reduction on the subject property. The development consists of an existing 16-foot-tall structure totaling 10,347 square feet. This total area is comprised of an 8,827 square-foot retail store and a proposed 1,520 square-foot restaurant. Under current zoning requirements, these commercial uses require a combined minimum of thirty-six (36) parking spaces. The applicant proposes to provide twelve (12) parking spaces and three (3) bicycle parking spaces. Any additional demand will be accommodated by available on-street parking along the nearby commercial frontage. Main access to the site is via Raynor Street, with egress to Pershing Drive. The detailed site development plan demonstrates compliance with all applicable standards as per the El Paso City Code and is binding.

PREVIOUS HISTORY: On September 1, 2022, the property received legal nonconforming status due to the existing structure having zero-foot rear and side street yard setbacks. The current building configuration will remain without major modifications.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (EL PASO CITY CODE SECTION 20.14.070.A) – EXISTING DEVELOPMENT: Up to 100% parking reduction for a use involving an existing structure located within an older neighborhood of the City that is proposed through the rehabilitation, alteration or expansion of the existing structure(s). The applicant shall satisfactorily demonstrate compliance with all of the following conditions:	
Criteria	**Does the Request Comply?**
1. That the structure(s) is located in an older neighborhood of the City that has been legally subdivided and developed for at least thirty years.	Yes. The subject property is situated within the 'East El Paso' subdivision, recorded in 1904
2. That the structure(s) does not extend into an area within the property which was previously used to accommodate off-street parking.	Yes. The proposed development is confined to the existing structure. No extension is proposed into areas previously used to accommodate off-street parking.
3. That the off-street parking required for the proposed use of the structure(s) cannot be reasonably accommodated on the property due to the building coverage, whether due to the existing structure or due to a proposed expansion of the existing structure.	Yes. Building footprint constraints limit on-site parking to 12 spaces; adding more would require demolition of the structure. The parking study (Attachment 3) demonstrates that the site can be adequately served by a total of 24 spaces, supporting the 67% parking reduction.
4. That no vacant areas exist within three hundred feet of the property where the proposed use is to be located that can be reasonably developed to accommodate the off-street parking requirements.	Yes. The area within 300 feet is fully built-out with no vacant lots available for parking. Because the neighborhood is densely developed, the required parking cannot be accommodated off-site without demolishing existing structures.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (EL PASO CITY CODE SECTION 20.04.320.D)	
Criteria	**Does the Request Comply?**
1. The proposed development complies, except to the extent waived, varied or modified pursuant to the provisions of this title, with all of the standards and conditions applicable in the zoning district in which it is proposed to be located.	Yes. The detailed site development plan and parking study (Attachment 3) demonstrate compliance with all other applicable standards per the El Paso City Code.
2. Furthers *Plan El Paso* and applicable neighborhood plans or policies.	Yes. The request complies with the recommendations of *Plan El Paso* and the G-2, Traditional Neighborhood Land use designation. The proposed development will repurpose the existing building without expanding the parking area, ensuring the site remains walkable.
3. Adequately served by and will not impose an undue burden upon public improvements.	Yes. The subject property is adequately served by existing infrastructure and will not impose an undue burden on public improvements. Access is provided via

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (EL PASO CITY CODE SECTION 20.04.320.D)	
	Raynor Street with egress onto Pershing Drive; both are classified as Minor Arterials under the City's Major Thoroughfare Plan (MTP). These roadways are designed to accommodate the traffic volumes associated with commercial activity, and the proposed one-way site circulation ensures orderly movement without impacting the surrounding street network.
4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development.	Yes. To protect adjacent properties, wheel stops will be used to prevent vehicles from crossing property lines. Safety will further be enhanced by directional signage and striping, establishing a clear one-way traffic pattern entering from Raynor Street and exiting onto Pershing Drive.
5. The design of the proposed development mitigates substantial environmental problems.	Yes. No adverse impact is anticipated. The development will maintain the existing building footprint and drainage patterns, remaining consistent with the current site conditions.
6. The proposed development provides adequate landscaping and/or screening where needed.	Yes. The site complies with existing standards. Because the development maintains the current building footprint, no additional landscape or screening is required.
7. The proposed development is compatible with adjacent structures and uses.	Yes. The existing uses and building configurations are similar to other properties in the vicinity.
8. The proposed development is not materially detrimental to the property adjacent to the site.	Yes. The proposed development will not be detrimental to its neighboring properties as it maintains the existing building and parking levels. The special permit ensures the property remains compatible with the area while utilizing transit proximity to prevent any adverse parking overflow.

COMPLIANCE WITH *PLAN EL PASO* GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Existing zone 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 existing through World War II. Blocks are small and usually have rear alleys; buildings directly faced streets; schools, parks, and small shops are integrated with residential areas. This sector is well-suited for use of the SmartCode as a replacement for current zoning when planned in conjunction with specific neighborhood plans or identified in the Comprehensive Plan.	Yes. The proposed development aligns with the future land use designation by using the current building footprint and not expanding parking to maintain walkability and the character of the neighborhood.

Compatibility with Surroundings: The existing zoning district is compatible with those surrounding the site: **C-4 (Commercial) District:** The purpose of this district is to provide for locations for the most intensive commercial uses intended to serve the entire city. It is intended that the district regulations permit heavy commercial uses characterized by automotive and light warehousing. The regulations of the districts are intended to provide a transition from general business areas to industrial and manufacturing uses, and to accommodate major locations of commerce, service and employment activities.	Yes. The area is primarily C-4 (Commercial). Similar to other properties in this district that have received parking reductions, this request supports the continued use of the site for commerce without requiring additional land for parking.
THE PROPOSED PROJECT'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 subject property is not located in a special designation or study area plan.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested special permit.	No adverse impacts are expected. The site is located near a major Brio transit hub, which reduces the need for on-site parking. Approval will allow the property to function in its current configuration without causing parking overflow into the nearby residential area.
Natural Environment: Anticipated effects on the natural environment.	None. The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is in transition, with zoning activity involving a special permit for parking reduction and a rezoning to general mixed use. The special permit will allow to maintain current parking levels for the property without causing overflow into the surrounding neighborhood.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	Existing zoning will not be changed. The special permit will permit a percentage reduction in parking as proposed.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property fronts Raynor Street and Pershing Drive, both roadways designated as minor arterials on the City of El Paso's Major Thoroughfare Plan (MTP), primarily linking to other commercial establishments in the area. Access for both pedestrians and vehicles is provided via both fronting streets, where existing sidewalks are present. Additionally, the property is situated 0.3 miles from the Five Points Brio station and transit facility.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments from other respective departments.

PUBLIC COMMENT: The subject property falls within the Five Points Development Association, El Paso Central Business Association, 5 Points Neighborhood Association, and the Sunrise Civic Group Association. Notices were sent to property owners within 300 feet of the subject property on January 16, 2026. The Planning Division has not received any communication in support or opposition to the special permit and detailed site development plan request.

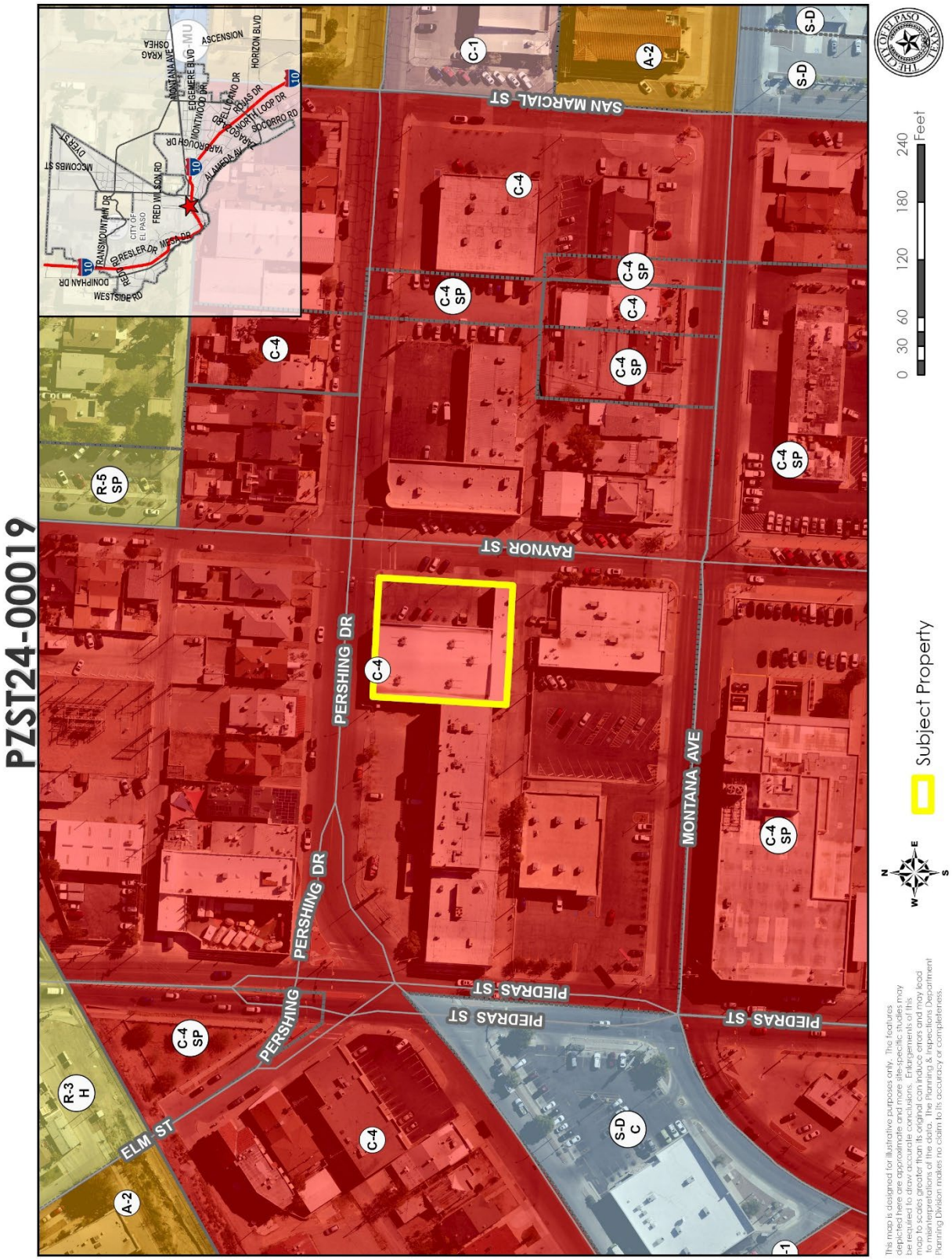
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the special permit request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the special permit request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
3. **Recommend Denial** of the special permit request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

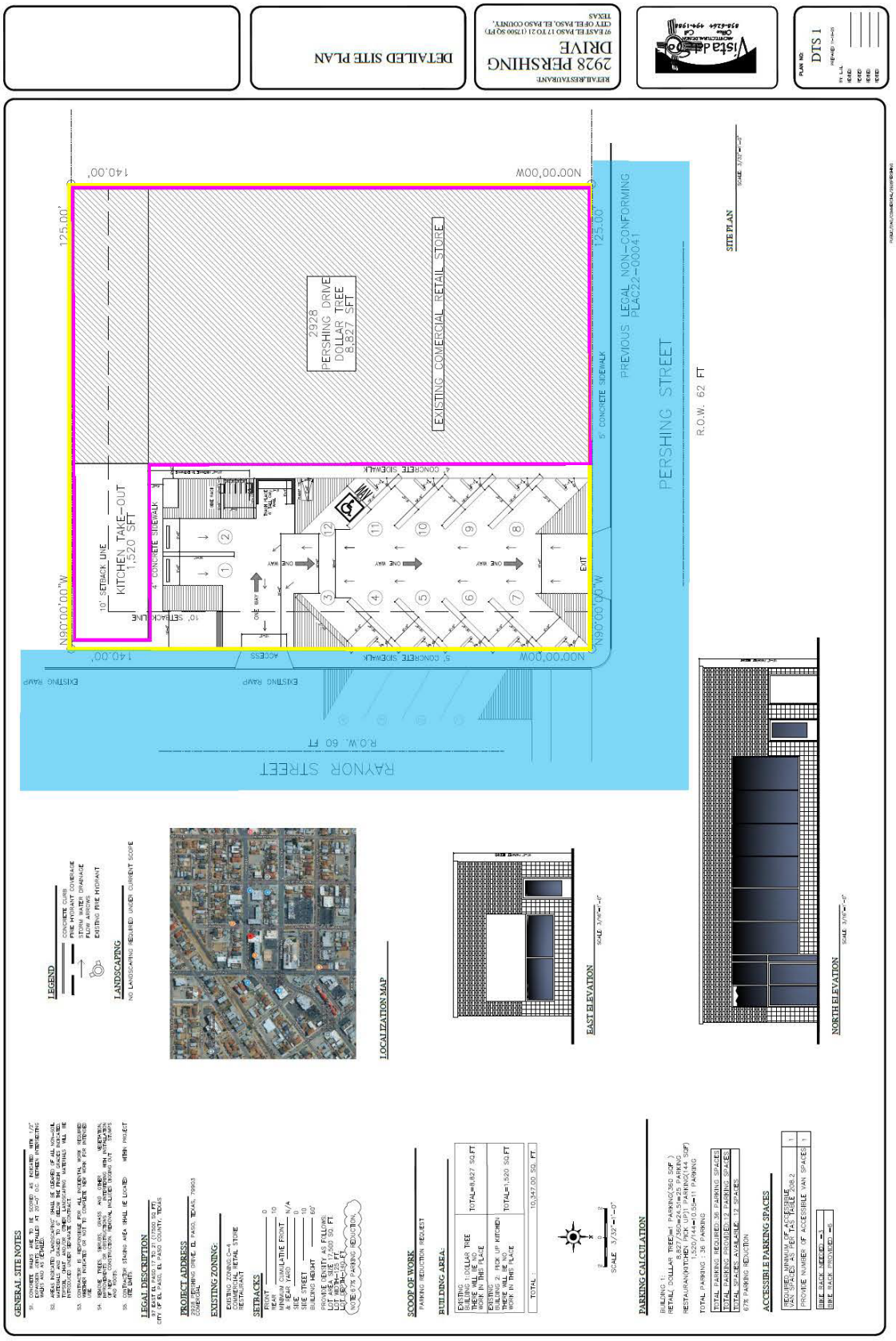
ATTACHMENTS:

1. Zoning Map
2. Detailed Site Plan
3. Parking study
4. Department Comments
5. Neighborhood Notification Boundary Map

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

PARKING STUDY 2928 PERSHING DR.

August 05 TO August 09, 2024

TIME/DAY	OVERALL (STREET PARKING)	OVERALL (OCCUPIED)					OVERALL (AVAILABLE)				
		MO	TU	WE	TH	FR	MO	TU	WE	TH	FR
8:00 AM	55	40	38	34	35	33	15	17	21	20	22
9:00 AM	55	32	34	25	36	30	23	21	30	19	25
10:00 AM	55	28	31	20	35	25	27	24	35	20	30
11:00 AM	55	26	27	13	32	18	29	28	42	23	37
12:00 PM	55	22	20	11	24	17	33	35	44	31	38
1:00 PM	55	20	19	14	21	17	35	36	41	34	38
2:00 PM	55	19	22	20	17	20	36	33	35	38	35
3:00 PM	55	16	10	25	15	18	39	45	30	40	37
4:00 PM	55	15	15	29	18	23	40	40	26	37	32
5:00 PM	55	15	13	28	23	19	40	42	27	32	36
6:00 PM	55	19	25	32	28	23	36	30	23	27	32
7:00 PM	55	22	15	21	19	20	33	40	34	36	35
8:00 PM	55	26	38	35	34	38	19	17	20	21	17
AVERAGE	55	24	24	24	26	24	32	32	32	29	32

ATTACHMENT 4

Planning and Inspections Department - Planning Division

Staff recommends **Approval** of the special permit and detailed site development plan per Section 20.04.320 – Special Permit Approvals and Section 20.14.070 – Parking Reductions.

Planning and Inspections Department – Plan Review & Landscaping Division

Recommend Approval.

No objections to the proposed special permit. At the time of submittal for building permits, the project will need to comply with all applicable municipal and building code requirements.

Planning and Inspections Department – Land Development

Recommend Approval.

1. The project must be submitted to the Traffic Department for formal review to ensure all recommendations align with city standards.
2. Proposed parking lot area must be compliant with the Street Design Manual (please see "Cluster Parking" Detail 3-42, Appendix "A" -Angle parking-); add dimensions from each area of existing/proposed parking lot.
3. If this permit involves any change to existing plan, must be provide a detailed site plan.
4. Comply with ADA requirements, 5' concrete sidewalk along R.O.W.
5. Provide directional ramps on the corner, diagonal ramp is not allowed.
6. Driveways must be between 25'– 35' feet wide as per DSC 6-16.
7. Provide and label note "All existing and proposed sidewalks, barrier free ramps, handicap parking, driveway crosswalks, driveways and accessible routes shall comply with A.D.A./T.A.S. and city of El Paso requirements. Existing infrastructure not complying shall be removed and replaced to meet standards" on the plan.

Note: To be reviewed at the building permit phase.

Streets and Maintenance Department

Traffic and Transportation Engineering:

No objection to application.

Street Lights Department:

Do not object to this request.

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 Section:

1. This is a special permit request for parking reduction, if any scope of work extends into the City of El Paso right-of-way, the contractor must comply with applicable Municipal Codes and DSC guidelines.
2. For any parking improvements or modifications, follow Municipal Code Appendix C – Table of Parking Requirements and Standards.

Sun Metro

No effects on Sun Metro operations and transit services. Parking Reduction letter has been submitted to requestor on August 29, 2024.

El Paso Water

EPWater-PSB does not object to this request.

Water:

There is an existing 16-inch diameter water main that extends along Pershing Drive located approximately 6-feet north of the southern right of way. 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 16-inch diameter water main that extends along Raynor Street located approximately 20 and a half feet west of the eastern right of way. 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 4-inch diameter water main that extends through the alleyway between Pershing Dr. and Montana Ave. This main is available to provide service.

Previous water pressure reading from fire hydrant #01655, located on the southwest corner of Raynor St. and Montana Ave., has yielded a static pressure of 75 (psi), a residual pressure of 70 (psi), and a discharge of 1162 (gpm). The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

EPWater records indicate an active 3/4-inch water meter serving the subject property. The service address for this meter is 2928 Pershing Dr.

Sanitary Sewer:

There is an existing 12-inch diameter sanitary sewer main that extends along the alleyway between Pershing Dr. and Montana Ave. located approximately 9-feet south of the northern right-of-way. This main is available to provide service.

General:

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:

No objections.

El Paso County 911 District

The 911 District has no comments or concerns regarding this zoning.

El Paso Electric
No comments for 2928 Pershing Dr.

Texas Gas Service
In reference to case PZST24-00019 - 2928 Pershing, Texas Gas Service does not have any comments.

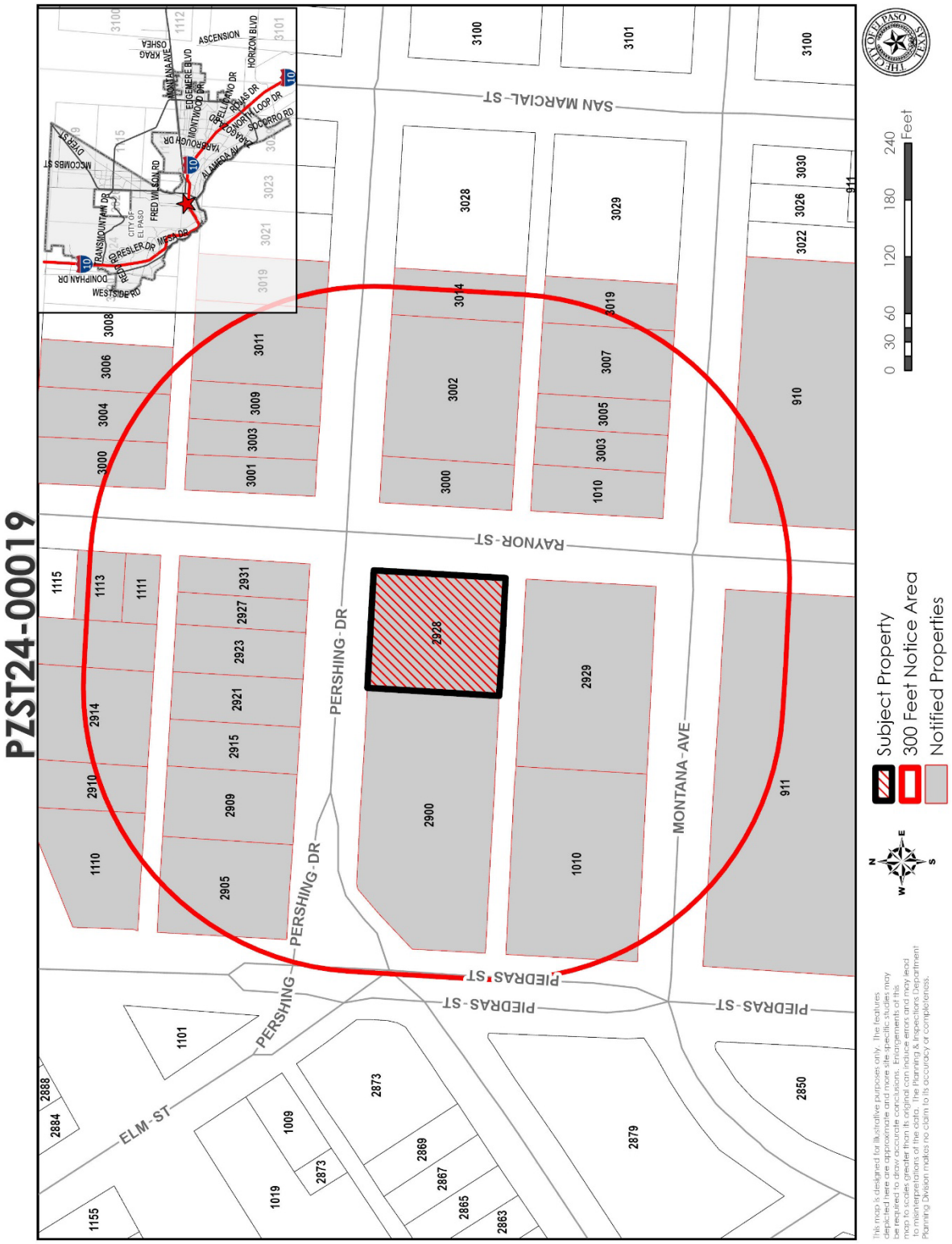
Fire Department
No comments received.

Environmental Services
No comments received.

Texas Department of Transportation
No comments received.

El Paso County Water Improvement District #1
No comments received.

ATTACHMENT 5



FIVE POINTS DEVELOPMENT ASSOCIATION, INC.
P.O. BOX 3612
EL PASO, TEXAS 79923-3612

February 11, 2026

Michael Thompson
Jefferson Apartments, LLC
PO Box 12605
Salem, OR 97309-0605

IN RE: FPDA Opposition to Parking Reduction – 2928/2934 Pershing Dr.

Dear Mr. Thompson,

The request for support by the Five Points Development Association of a request for a parking requirement reduction brings forward two key issues: parking and new business. FPDA has long advocated for more parking in the business area including strongly urging the City to create more parking when the police parking lot collapsed. We were ignored. The added parking on Raynor and Tularosa are the result of a study requested by FPDA and its support and formal request for funding of the result. Of course, growth of business in the Five Points Area is essential to the continued vitality of the neighborhood.

As part of FPDA's decision process, we discussed the proposed reduction with nearby businesses and asked for additional details regarding the proposed new business in accordance with the offer in the letter of request.

The comments from those businesses responding made several points clear. First, all respondents acknowledge that lack of parking is a problem. In fact, a former tenant of the address for which a parking reduction request is being made indicated that its move to a different location was driven by the lack of parking and the current occupant of the other part of that building stated that there is insufficient parking. Second, most respondents acknowledge the desirability of new businesses in the area. Third, most were not in favor of a reduction in the requirement because the likely result would be to make an already bad situation worse. One business owner shared concern that inviting a new business into the area with insufficient parking might lead to its failure. Another is concerned about the present negative effect on business by limited parking. Several businesses pointed out the businesses that had acquired property for parking or made other arrangements for off-street parking.

We requested from the party making the request several bits of information that we felt would be helpful in making a decision. We asked for the total number of spaces under the City requirement, the total currently available and the number proposed. The only answer we received was that the reduction was for 65%. We asked the nature of the proposed new business and were told that it would be a restaurant but did not receive enough details to make any judgment of potential traffic volume. Unfortunately, our experience with the person requesting the reduction was less than

positive. Telephone calls were not answered. Messages were not acknowledged or responded to without multiple calls. As outlined above, information about the business or reduction was meager. In the end, the information outlined above was presented to and discussed in depth by the FPDA Board of Directors at its meeting on February 4, 2026. The Board, after careful consideration and debate, unanimously voted TO OPPOSE THIS REQUEST for a reduction of the City's parking requirement.

FPDA continues to support new business in Five Points but also continues to be concerned with the types of businesses, the concentration of any type of business and the effect of limited parking or reduction of parking on existing businesses and proposed future businesses.

Going forward, while bearing in mind these concerns, FPDA stands ready to entertain support of any proposition that in its opinion promotes the vitality of the Five Points area, does not risk harm to existing businesses and meets our vision of the whole Five Points Area: " A vibrant family-friendly safe neighborhood with a wide but balanced variety of opportunities for residing, shopping, entertainment and recreation readily accessible by all forms of transportation including private automobiles with adequate parking."

Sincerely,

Fred Evans, President
Five Points Development Association

Celebrating 40 Years of Advocacy for the Greater Five Points Neighborhood

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	Michael A Thompson
Business Name	Jefferson Apartments, LLC
Agenda Item Type	Special Permit
Relevant Department	Planning and Inspections

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: Manager member Jefferson Apts LLC Date: 04/08/2026

File #: 26-0625, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 3
Planning and Inspections, Kevin W. Smith, (915) 212-1566
Planning and Inspections, Jose Beltran, (915) 212-1607

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of a portion of Tracts 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

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Planning and Inspections

AGENDA DATE: 5/26/26

PUBLIC HEARING DATE: 6/23/26

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Jose Beltran **PHONE NUMBER:** (915) 212-1607

DISTRICT(S) AFFECTED: 3

AGENDA ITEM:

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

ISSUE STATEMENT:

The applicant proposes to rezone the subject property at 7321 North Loop Drive from R-F (Ranch and Farm) to C-2 (Commercial) to allow for a proposed office warehouse use. 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 unanimously recommended approval with conditions.

BACKGROUND:

The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) to C-2 (Commercial) to allow for a proposed office warehouse use. 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 the El Paso Community College campus and nearby residents.

As of May 12, 2026, the Planning Division has received two (2) phone calls of inquiry, but 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 7-0 to approve the proposed rezoning request with conditions on March 26, 2026. The recommended conditions are a 10-foot landscaped buffer to be required adjacent to R-F (Ranch and Farm) zoning districts, review and approval of a Detailed Site Development Plan that may also require approval of a Traffic Impact Analysis (TIA), and a minimum 500-foot distance requirement between businesses deriving a majority of their sales from alcohol and those emitting amplified sound.

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 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.

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 Tracts 1 through 7, 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, *located in the City of El Paso, El Paso County, Texas,* and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from **R-F (Ranch and Farm)** to **C-2 (Commercial)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following **conditions** which **are** necessitated by and attributable to the **increased intensity** generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

1. *That a ten-foot (10') landscaped buffer with large or medium native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to Ranch and Farm zone districts.*

2. *That a detailed site development plan shall be approved per City of El Paso Code prior to the issuance of certificates of occupancy or certificates of completion. At the time of the Detailed Site Development Plan review, an approved Traffic Impact Analysis (TIA) may be required by the Traffic Engineer.*

3. *That a minimum 500-foot distance be required between any establishments meeting both of the following criteria:*
    - *Establishment deriving 51 % or more of their income from the sale of alcoholic beverages for on-premise consumption; and*
    - *Providing outdoor amplified sound.*

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, **2026**.

THE CITY OF EL PASO

ATTEST:

Renard U. Johnson
Mayor

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

7321 NORTH LOOP DRIVE
EXHIBIT "A"

A 13.1090 ACRE PARCEL SITUATE WITHIN THE CORPORATE LIMITS OF THE CITY OF EL PASO, EL PASO COUNTY, TEXAS AS A PORTION OF TRACTS 1 THROUGH 17, PALMDALE ACRES, AS FILED IN VOLUME 12, PAGE 9 OF THE PLAT RECORDS OF EL PASO COUNTY AND A PORTION OF VACATED DAIRY ROAD, BLOCK 20, YSLETA GRANT AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) BRASS CAP MONUMENT FOUND AT THE INTERSECTION OF THE EAST BOUNDARY LINE OF SAID PALMDALE ACRES AND THE NORTH RIGHT-OF-WAY LINE OF NORTH LOOP DRIVE;

THENCE, LEAVING THE EAST BOUNDARY OF SAID TRACT 1 AND FOLLOWING THE NORTH RIGHT-OF-WAY LINE OF NORTH LOOP DRIVE, NORTH 62°37'00" WEST, A DISTANCE OF 69.69 FEET TO A TXDOT BRASS CAP MONUMENT FOUND FOR AN ANGLE POINT;

THENCE, CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF NORTH LOOP DRIVE, NORTH 57°44'00" WEST, A DISTANCE OF 906.17 FEET TO A TXDOT BRASS CAP MONUMENT FOUND FOR AN ANGLE POINT;

THENCE, CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF NORTH LOOP DRIVE, NORTH 52°24'35" WEST, A DISTANCE OF 69.69 FEET TO A TXDOT BRASS CAP MONUMENT FOUND ON THE BOUNDARY LINE COMMON TO SAID TRACTS 11 AND 12 FOR THE SOUTH SOUTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, LEAVING THE NORTH RIGHT-OF-WAY LINE OF NORTH LOOP DRIVE AND FOLLOWING THE BOUNDARY LINE COMMON TO SAID TRACTS 11 AND 12, NORTH 44°33'39" EAST, A DISTANCE OF 178.22 FEET TO A 1/2 INCH REBAR FOUND FOR AN ANGLE POINT;

THENCE, LEAVING THE BOUNDARY LINE COMMON TO SAID TRACTS 11 AND 12, NORTH 57°33'40" WEST,A DISTANCE OF 285.53 FEET TO 1/2 INCH REBAR FOUND ON THE EAST RIGHT-OF-WAY LINE OF HAWKINS BOULEVARD FOR THE WEST SOUTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, FOLLOWING THE EAST RIGHT-OF-WAY LINE OF HAWKINS BOULEVARD, NORTH 34°05'48" EAST, A DISTANCE OF 234.20 FEET FEET TO A POINT AND BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE, CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF HAWKINS AND FOLLOWING THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,533.37 FEET, A CENTRAL ANGLE OF 05°49'18", AN ARC LENGTH OF 155.80 FEET AND WHOSE LONG CHORD BEARS NORTH 33°55'37" EAST, A DISTANCE OF 155.74 FEET TO AN ANGLE POINT ON THE NORTH BOUNDARY LINE OF SAID PALMDALE ACRES FOR THE NORTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, LEAVING THE EAST RIGHT-OF-WAY LINE OF HAWKINS BOULEVARD AND FOLLOWING THE NORTH BOUNDARY LINE OF SAID PALMDALE ACRES, SOUTH 56°25'44" EAST, A DISTANCE OF 363.62 FEET TO A 1/2 INCH REBAR FOUND FOR AN ANGLE POINT;

THENCE, CONTINUING ALONG THE NORTH BOUNDARY LINE OF SAID PALMDALE ACRES, SOUTH 49°35'15" EAST, A DISTANCE OF 622.04 FEET TO AN ANGLE POINT, IDENTICAL TO THE NORTHEAST CORNER OF SAID PALMDALE ACRES;

THENCE, LEAVING SAID PALMDALE ACRES, SOUTH 45°14'50" EAST, A DISTANCE OF 45.90 FEET TO A POINT ON THE EAST BOUNDARY LINE OF THE E.P.E.C UTILITY EASEMENT AS DESCRIBED IN BOOK 3787, PAGE 1327, EL PASO COUNTY DEED RECORDS FOR THE NORTHEAST CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, FOLLOWING THE EAST BOUNDARY OF SAID E.P.E.C. UTILITY EASEMENT, SOUTH 00°23'58 EAST, A DISTANCE OF 525.11 FEET TO A TXDOT BRASS CAP MONUMENT FOUND ON THE NORTH RIGHT-OF-WAY LINE OF NORTH LOOP DRIVE FOR THE SOUTHEAST CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, LEAVING THE EAST BOUNDARY LINE AND FOLLOWING THE NORTH RIGHT-OF-WAY LINE OF NORTH LOOP DRIVE, NORTH 89°04'02" WEST, A DISTANCE OF 32.35 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 13.1090 ACRES (571,027.11 SQUARE FEET), MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND COVENANTS OF RECORD.

CARLOS M. JIMENEZ
R.P.L.S. 3950
FIRM# 10099300

CAD CONSULTING CO.
1790 N. LEE TREVINO DR., STE. 309
EL PASO, TX 79936
915-633-6422

DATE: 02-20-25

BOUNDARY AND IMPROVEMENT SURVEY

7321 NORTH LOOP DRIVE
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 CITY OF EL PASO, EL PASO COUNTY, TEXAS.
CONTAINING: 571,027.11 SQ. FT. OR 13.1090 ACRES ±

METES AND BOUNDS DESCRIPTION

A 13.1090 ACRE PARCEL SITUATE WITHIN THE CORPORATE LIMITS OF THE CITY OF EL PASO, EL PASO COUNTY, TEXAS AS A PORTION OF TRACTS 1 THROUGH 17, PALMDALE ACRES, AS FILED IN VOLUME 12, PAGE 9 OF THE PLAT RECORDS OF EL PASO COUNTY AND A PORTION OF VACATED DAIRY ROAD, BLOCK 20, YSLETA GRANT AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

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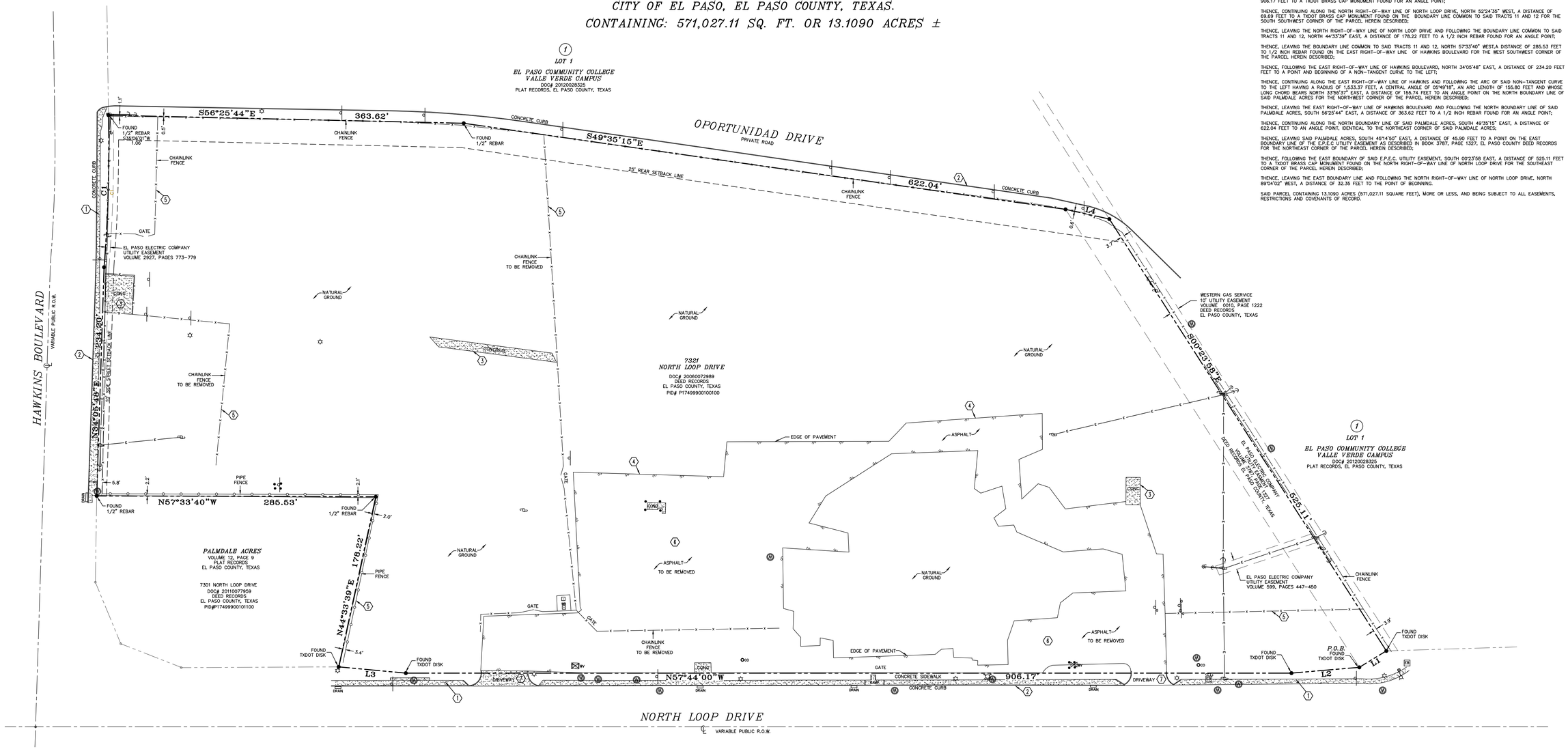


KEYED NOTES

1. EXISTING SIDEWALKS.
2. EXISTING CONC. CURB
3. EXISTING CONCRETE
4. EXISTING PAVEMENT
5. EXISTING FENCE
6. EXISTING ASPHALT PAVEMENT
7. EXISTING DRIVEWAY

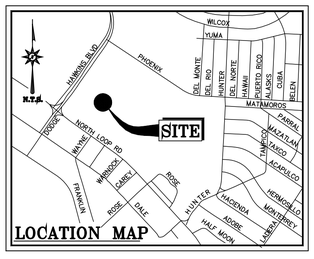
LINE TABLE		
LINE	LENGTH	BEARING
L1	32.35	N89°04'02"W
L2	69.69	N62°37'00"W
L3	69.00	N52°24'35"W
L4	45.90	S45°14'50"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	155.80	1533.37	5°49'18"	N33°55'37"E	155.74

LEGEND

☼	= LIGHT POLE
WM	= WATER METER
MH	= MANHOLE
FH	= FIRE HYDRANT
S	= SIGN
TB	= TEL. BOX
WB	= WATER BOX
EB	= ELECTRIC BOX
TL	= TRAFFIC LIGHT
D	= DRAIN
PP	= POWER POLE
GW	= GUIY WIRE
CO	= CLEAN OUT
GS	= GAS SIGN
WV	= WATER VALVE
E	= OVERHEAD ELECTRIC
RW	= ROCKWALL
X	= FENCE
	= PIPE FENCE

SCHOOL DISTRICT
YSLETA INDEPENDENT SCHOOL DISTRICT



PROPOSED ZONING

C-4 COMMERCIAL DISTRICT - ZONING INFORMATION

YARD AND LOT AREA STANDARDS:

A. ALL BUILDINGS SHALL HAVE A MINIMUM FRONT YARD OF ZERO FEET, REAR YARD OF TWENTY FIVE FEET AND A SIDE YARD OF TEN FEET WHEN ABUTTING A RESIDENTIAL OR APARTMENT DISTRICT OR WHEN ABUTTING A SIDE STREET; EXCEPT THAT FOR MULTIFAMILY DWELLINGS THE MINIMUM YARD STANDARDS SHALL BE:
1. FRONT YARD: ZERO FEET;
2. REAR YARD: TWENTY-FIVE FEET;
3. INTERIOR SIDE YARD: FIVE FEET,UNLESS ABUTTING A RESIDENTIAL ORE APARTMENT DISTRICT IT WILL BE TEN FEET;
4. SIDE STREET SIDE YARD: TEN FEET.

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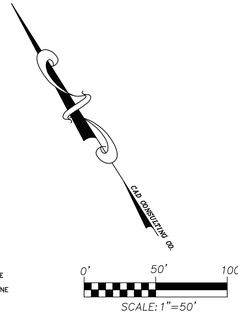
CONSULTING COMPANY
1790 LEE TREVINO DRIVE SUITE 309
EL PASO, TEXAS 79936
TEL(915) 633-6422 FAX(915) 633-6424

SURVEYOR NOTE(S):

1. THIS TRACT LIES IS WITHIN FLOOD ZONE "X-SHADED"-"AREAS OF 0.2% ANNUAL CHANCE OF FLOOD", PANEL #480214-0041-C, DATED FEBRUARY 16, 2006.
2. THE LOCATION OF EXISTING UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH SURFACE GROUND MARKINGS, EXCAVATIONS OR UTILITY COMPANY PLANS TO DETERMINE THE EXACT LOCATION OF ANY SUBTERRANEAN USES.
3. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.



0' 50' 100'
SCALE: 1"=50'

STATE OF TEXAS
REGISTERED
CARLOS M. JIMENEZ
3950
PROFESSIONAL
LAND SURVEYOR

CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND IMPROVEMENT SURVEY WAS MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CARLOS M. JIMENEZ R.P.L.S No. 3950
FIRM# 10099300

JOB # 25-0057 DATE: 02/15/2025 ML

7321 North Loop

City Plan Commission — March 26, 2026

REZONING

CASE NUMBER:	**PZRZ25-00012**
CASE MANAGER:	Jose Beltran, (915) 212-1607, BeltranJV@elpasotexas.gov
PROPERTY OWNER:	Farmers Select LLC
REPRESENTATIVE:	CAD Consulting Co.
LOCATION:	7321 North Loop Dr. (District 3)
PROPERTY AREA:	13.10 acres
REQUEST:	Rezone from R-F (Ranch and Farm) to C-2 (Commercial)
RELATED APPLICATIONS:	None
PUBLIC INPUT:	Two (2) phone calls of inquiry received as of March 19, 2026

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) to C-2 (Commercial) to allow for the use of office warehouses.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL WITH CONDITIONS** of the request. This recommendation is based on the proposed zoning district's compatibility with commercial uses in the surrounding area and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan and the G-4, Suburban (Walkable) Future Land Use designation. The conditions are as follows:

1. *That a ten-foot (10') landscaped buffer with large or medium 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 property lines adjacent to Ranch and Farm zone districts.*

2. *That a detailed site development plan shall be approved per City of El Paso Code prior to the issuance of certificates of occupancy or certificates of completion. At the time of the Detailed Site Development Plan review, an approved Traffic Impact Analysis (TIA) may be required by the Traffic Engineer.*

3. *That a minimum 500-foot distance be required between any establishments meeting both of the following criteria:*
    - *Establishment deriving 51 % or more of their income from the sale of alcoholic beverages for on-premise consumption; and*
    - *Providing outdoor amplified sound.*

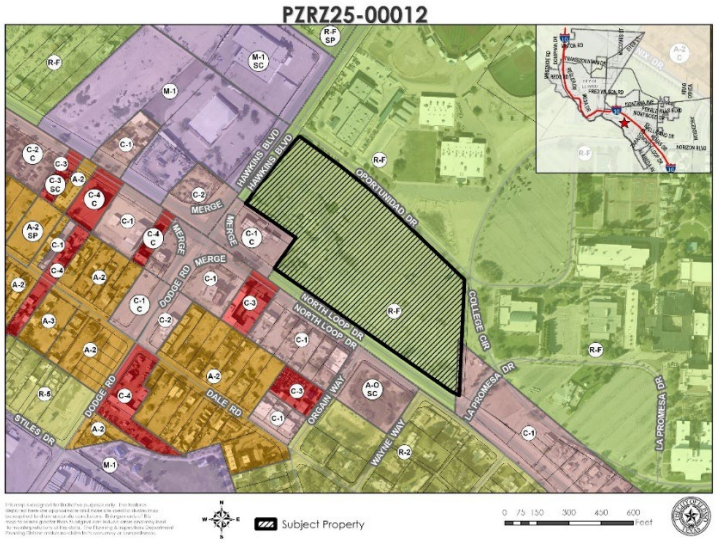


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) to C-2 (Commercial) to allow for the use of office warehouses. The subject property is approximately 13.10 acres in size and is currently vacant. The conceptual site plan shows the proposed structures and parking areas. The site plan is not being reviewed for compliance under Title 20 of the El Paso City Code and is non-binding.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed development is consistent with adjacent commercial uses and zoning districts in the area. Properties to the west and across Hawkins Boulevard consist of a convenience store with gas pumps, a contractor's yard, and a professional office zoned C-1/c (Commercial/conditions), C-2 (Commercial) and M-1 (Light Manufacturing). To the north and east is the El Paso Community College – Valle Verde Campus that is zoned R-F (Ranch and Farm) as well as a vacant lot zoned C-1 (Commercial). To the south across North Loop Drive are properties zoned C-1 (Commercial), C-3 (Commercial), and A-O/sc (Apartment/Office/special contract), consisting of a restaurant, retail, a vacant lot, single-family dwellings, and an automotive repair garage. The proposed zoning district will maintain compatibility with existing surrounding zoning districts that are of similar intensity. The nearest school is the Valle Verde Early College High School which is 0.1 miles away and the closest park is Stiles Park located 0.35 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: **G4, Suburban (Walkable):** This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.	Yes. The subject property and the proposed development meet the intent of the G-4, Suburban (Walkable) Future Land Use designation of *Plan El Paso.* The proposed zoning is compatible with the future land use designation as it will provide additional commercial uses to serve the surrounding area.
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **C-2 (Commercial) District:** The purpose of the district is to accommodate establishments providing goods and services which are used in support of the community's trade and service establishments and serving multi-neighborhoods within a planning area of the city. The regulations of the district will permit intensities designed to be compatible with each other and to provide for a wide range of types of commercial activity, including light automobile related uses.	The proposed C-2 (Commercial) zoning district with proposed conditions will integrate with adjacent C-1 (Commercial) zone districts, and nearby C-2 (Commercial), A-O/sc (Apartment/Office/special contract), and C-3 (Commercial) zoning districts in the surrounding area. The proposed zoning district will be compatible with the area by integrating with higher and lower intensity zoning districts and serving as a transitional buffer from higher intensity industrial uses to the west with lower intensity residential uses to the 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.	The subject property is abutting North Loop Drive and Hawkins Boulevard which are classified as major arterials, respectively, in the City of El Paso's Major Thoroughfare Plan (MTP). The rezoning of the property will allow for the integration of new commercial uses, making them more accessible to nearby residential areas.

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	The subject property is not located within any Historical 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. There are no anticipated adverse impacts to the surrounding area. The rezoning will introduce additional commercial uses to serve the surrounding areas. Prior to the approval of a detailed site development plan, the Traffic Engineer will evaluate the site and may require the review and approval of a Traffic Impact Analysis (TIA).
Natural Environment: Anticipated effects on the natural environment.	There are no anticipated effects on the natural environment. The subject property is currently inactive farmland and vacant open land.
Stability: Whether the area is stable or in transition.	The area is stable, with no rezonings in the past 10 years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The current R-F (Ranch and Farm) zoning district is no longer suitable given that the surrounding area is mainly comprised of higher intensity, non-agricultural land uses.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access to the subject property is proposed from North Loop Drive and Hawkins Boulevard, which are roadways classified as major arterials in the City of El Paso's Major Thoroughfare Plan (MTP) and are appropriate for commercial development. In addition, sidewalks are currently present along North Loop Drive and Hawkins Boulevard. There are currently three (3) bus stops located within walking distance (0.25 miles) with the closest bus stop located 0.1 miles away on North Loop Drive.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: The proposed conditions are being incorporated to ensure compatibility with commercial uses and safeguard neighboring properties from possible negative impacts.

PUBLIC COMMENT: The subject property lies within the boundaries of the Rosedale Neighborhood Association, the Mission Valley Civic Association, and the Corridor 20 Civic Association. Public notices were sent to properties within 300 feet of the subject property on March 13, 2026. As of March 19, 2026, the Planning Division has received two (2) phone calls of inquiry to the request.

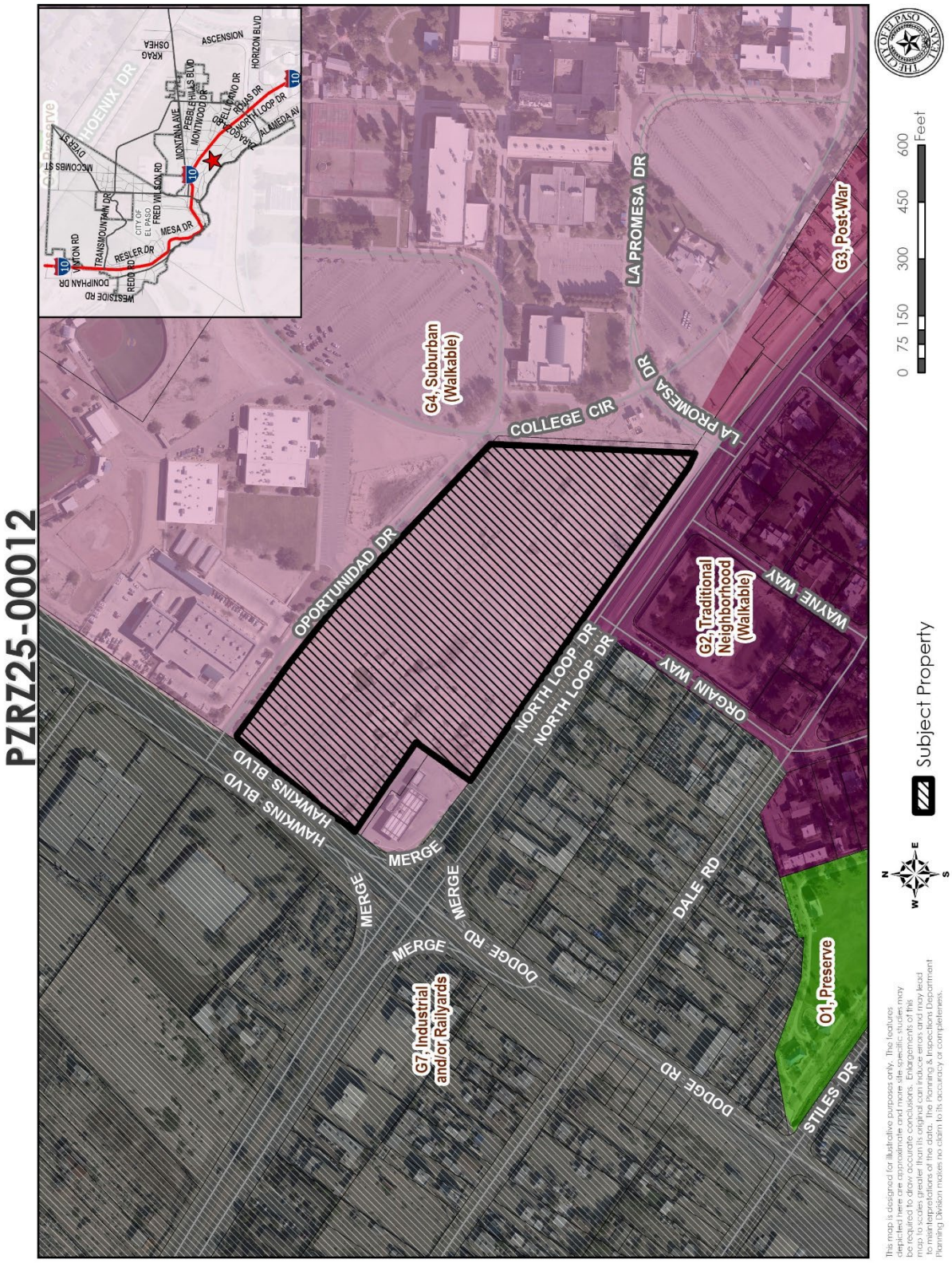
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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. **(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.

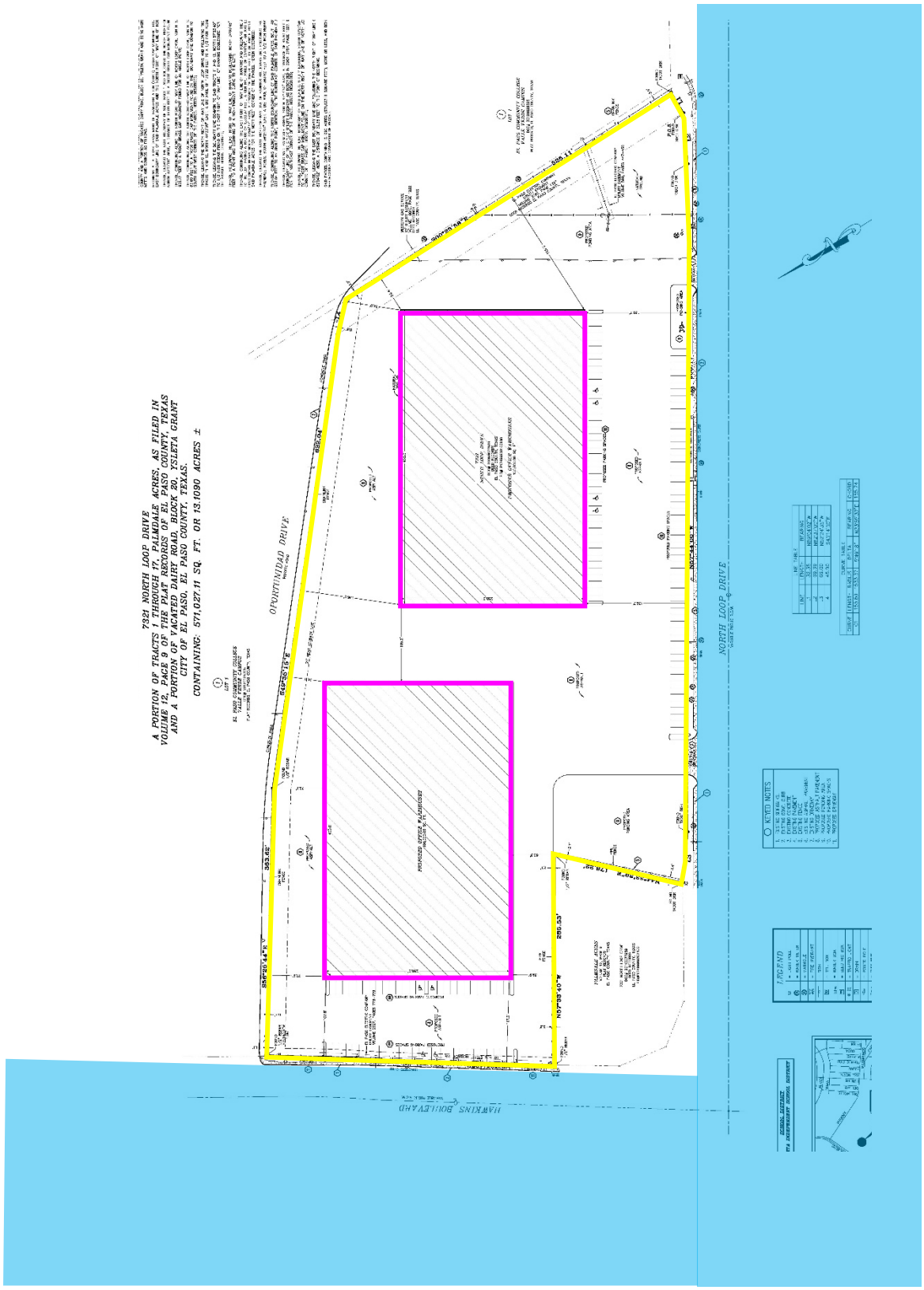
ATTACHMENTS:

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 request. This recommendation is based on the proposed zoning district's compatibility with commercial uses in the surrounding area and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan and the G-4, Suburban (Walkable) Future Land Use designation. The conditions are as follows:

1. *That a ten-foot (10') landscaped buffer with large or medium 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 property lines adjacent to Ranch and Farm zone districts.*

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3. *That a minimum 500-foot distance be required between any establishments meeting both of the following criteria:*
    a. *Establishment deriving 51 % or more of their income from the sale of alcoholic beverages for on-premise consumption; and*
    b. *Providing outdoor amplified sound.*

Planning and Inspections Department – Plan Review & Landscaping Division

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

Show proposed drainage flow patterns on site plan and identify the discharge location(s) for all storm-water runoff into on site ponding. Label pond if "Private Pond".

Provide drainage area plan for pond design capacity accounting for proposed area being developed. The proposed ponding area shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event.

The code encourages the use of nonstructural storm water management such as the preservation of greenspaces, rain water harvesting within landscape areas, and the Preservation of Natural Arroyos, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

Note: Comments to be addressed at the permitting stage.

Fire Department

No adverse comments.

Police Department

No comments received.

Environment Services

No comments received.

Sun Metro
No comments received.

Streets and Maintenance Department
Traffic & Transportation Engineering

Streets and Maintenance Traffic engineering approves the request to impose a condition for a TIA to be required at the Detailed Site Development Plan stage.

Streets Lighting:
Street Lights Department does not object to this request.

North Loop Dr. (FM 76) 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 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.

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.

Signs and Markings:
If encroaching on City of El Paso Right-Of-Way:

All construction plan set submittals and all work shall be in compliance with all applicable City of El Paso Municipal Code, Ordinances, Design Standards for Construction (DSC), Americans with Disabilities Act (ADA), Texas Accessibility Standards (TAS), and Texas Department of Licensing and regulation (TDLR), Street Design Manual (SDM), and all applicable state and federal rules and regulations. The city may refer to TXDOT specs and standards as may be required or not covered by DSC or SDM.

Please contact and coordinate with property/ROW-owning entities and all utility companies for any work done within/adjacent to respective ROW/systems infrastructure. North Loop Dr. is a TxDOT ROW.

Contractor is responsible in obtaining all applicable permits not limited to:

1. Building Permit
2. Electrical Permit
3. Paving Cut
4. Traffic Control

Traffic Control Plan (TCP) to include pedestrian detour path.

El Paso Water
EPWater-PSB does not object to this request.

Water
There is an existing 12-inch diameter water main that extends along the north side of North Loop Dr. This water main is available to provide service.

There is an existing 8-inch diameter water main that extends along the west side of Hawkins Blvd. This water main is available to provide service.

According to EPWater records, there is currently a 6-inch water service for this property with service address of 7321 North Loop Dr.

Previous water pressure reading from fire hydrant # 9078, last tested on 9/16/25, fronting 7321 North Loop Dr., yielded a static pressure of 98 psi, a residual pressure 95 psi and a discharge of 750 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 Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sanitary Sewer
There is an existing 8-inch diameter sanitary sewer main extending along the north side of North Loop drive approximately 18-feet south of and parallel to the north right of way line. This main is available to provide service.

There is an existing 12-inch diameter sanitary sewer main extending along the west side of Hawkins Blvd. This main is available for service.

General
North Loop Dr. is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within North Loop Dr. right-of-way requires written permission from TxDOT.

Application for additional water and sanitary sewer services should be made 6 to 8 weeks prior to construction work. New service applications are available at 1154 Hawkins, 3rd floor. 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.

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

Relocate driveways a minimum 305' away from the neighboring access points. The existing driveways will not be allowed to remain as existing, since they do not meet current access spacing minimum requirements as per the table attached on page 3. Please resubmit a revised layout for TXDOT approval.

Note: Comments to be addressed at the detailed site development plan and permitting stage.

El Paso County Water Improvement District #1

EPCWID has no comments or objections.

El Paso Electric

Please add a 15' wide utility easement along the property boundary from Hawkins Blvd. and N Loop Dr.

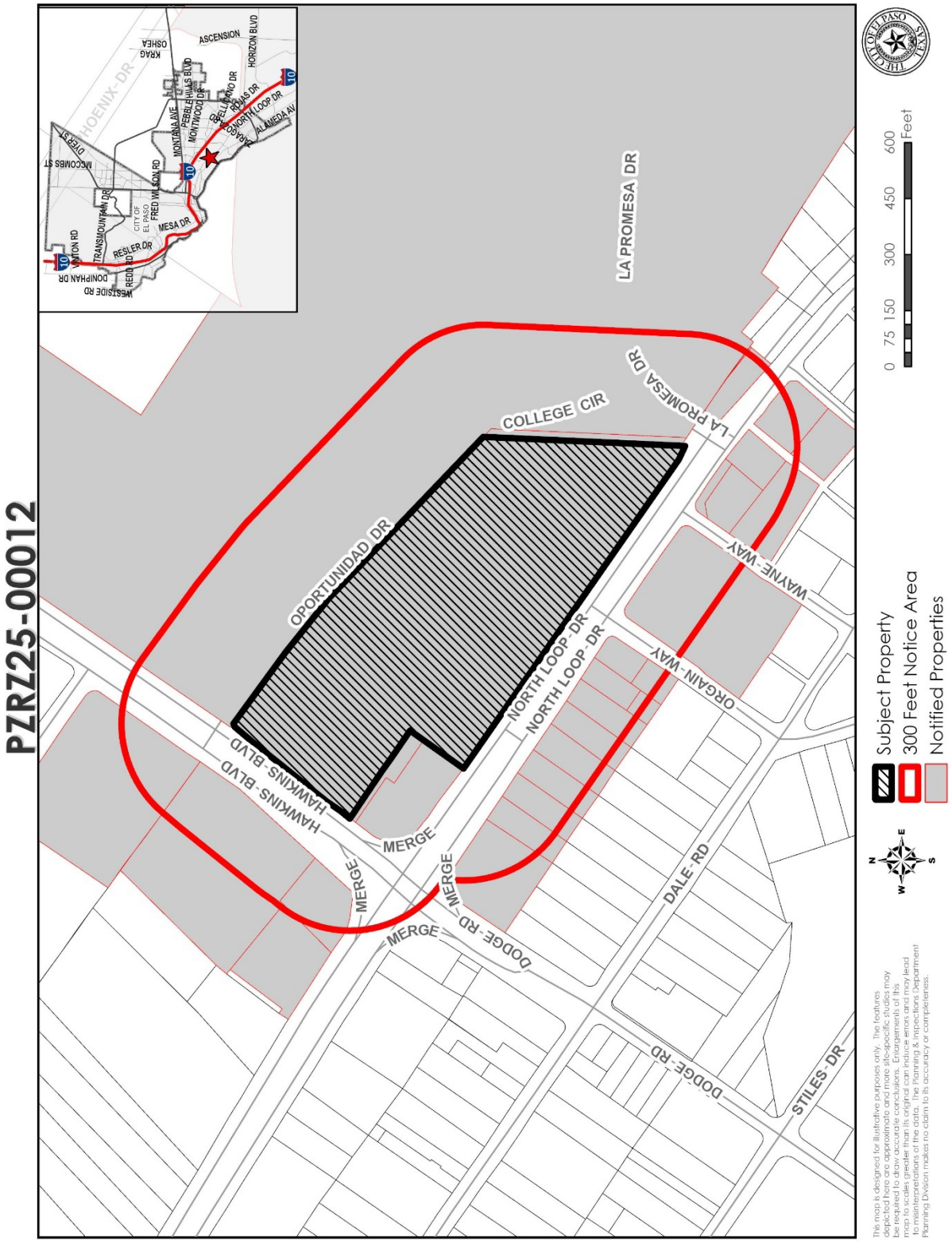
El Paso County 911 District

The 911 District has no comments or concerns regarding this rezoning.

Texas Gas Service

Texas Gas Service has an active service line at 7321 North Loop.

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: Farmers Select, LLC

Business Name:

Agenda Item Type: Rezoning

Relevant Department: Planning and Inspections

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: Guy N. Gilds, III Date: 4/1/25

ATTORNEY FOR FARMERS SELECT, LLC

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 Agenda Summary Form

City Clerk

Submitted On: Jun 3, 2026, 03:29PM EDT

Department / Council Office	Real Estate Division
Agenda Date	June 09, 2026
Public Hearing Date	June 23, 2026
Email of User Submitting Form	samaniegodc@elpasotexas.gov
Contact Person	Mary Lou Espinoza 915-212-0825
2nd Contact Person	Mandy Contreras 915-212-1874
District(s) Affected	District 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 the 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 the 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.
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	Not applicable, it is a revenue generating item.
Enter the elected official's name followed by the amount donated.	None
For More Information	Mary Lou Espinoza 915-212-0825 EspinozaM@elpasotexas.gov

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

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: 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

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: AVDAJ

(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

REVISED
9:16 am, Jun 09, 2026

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 Communities Holding, 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.

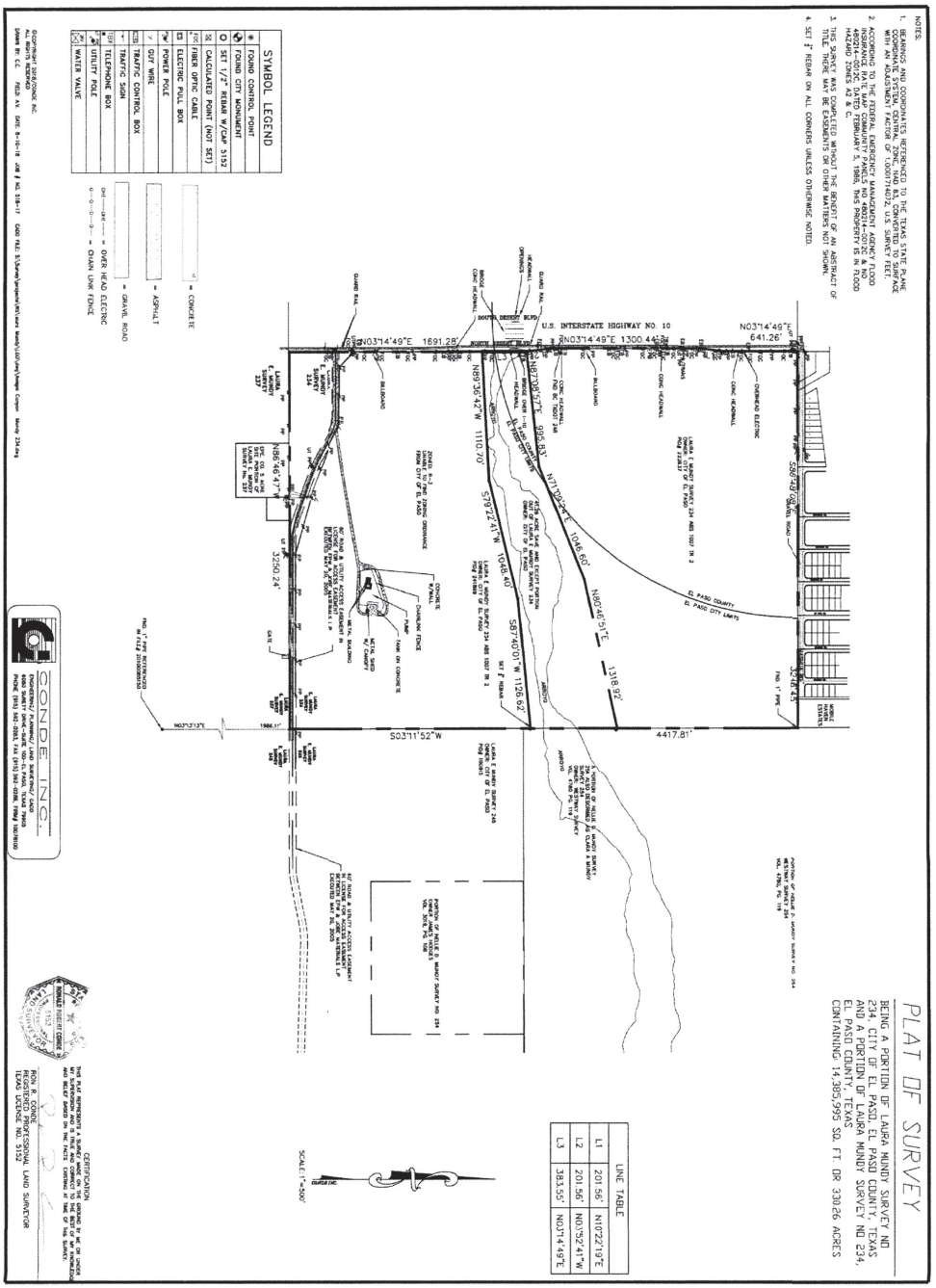
Bearings and Coordinates referenced to the Texas State Plane Coordinate System, Central Zone, NAD 83, Converted to surface with an adjustment factor of 1.0001714072, U.S. Survey Feet.

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

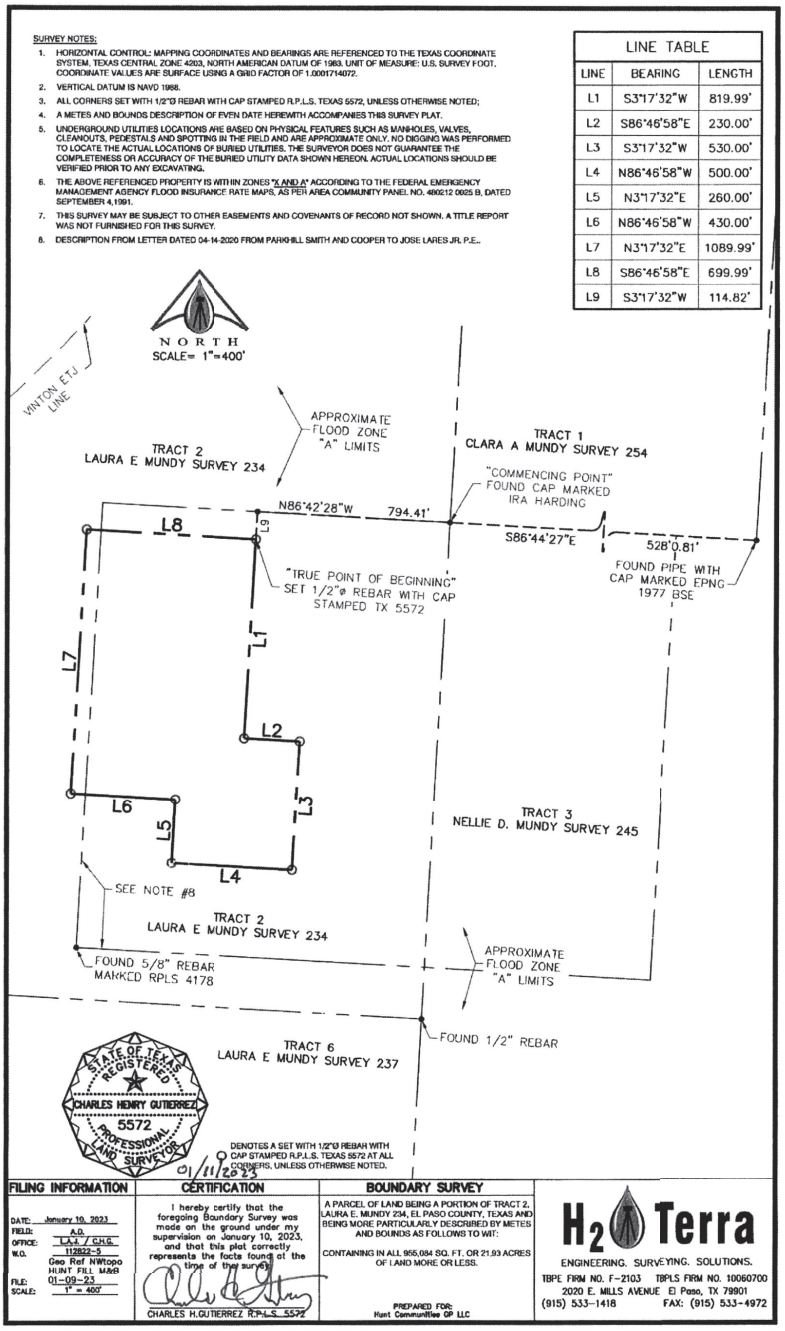
WJC

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]

WDZ

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;

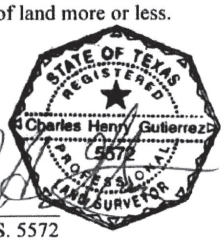
Thence South 03°17'32" West a distance of 1,175.69 feet to a set 1/2"Ø rebar with cap stamped R.P.L.S. Texas 5572;

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.



03-07-2023
CHARLES H. GUTIERREZ R.P.L.S. 5572
H2O-Terra

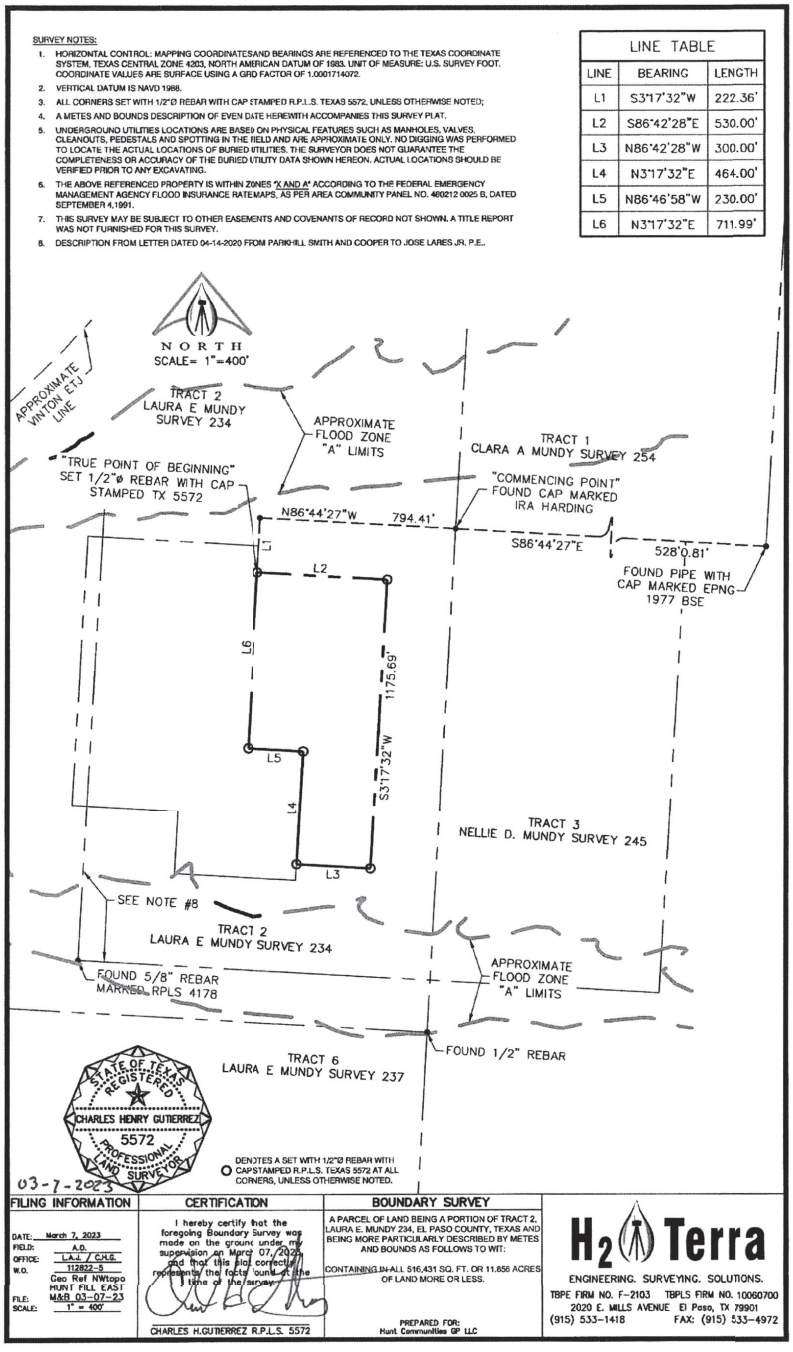
WJC

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.

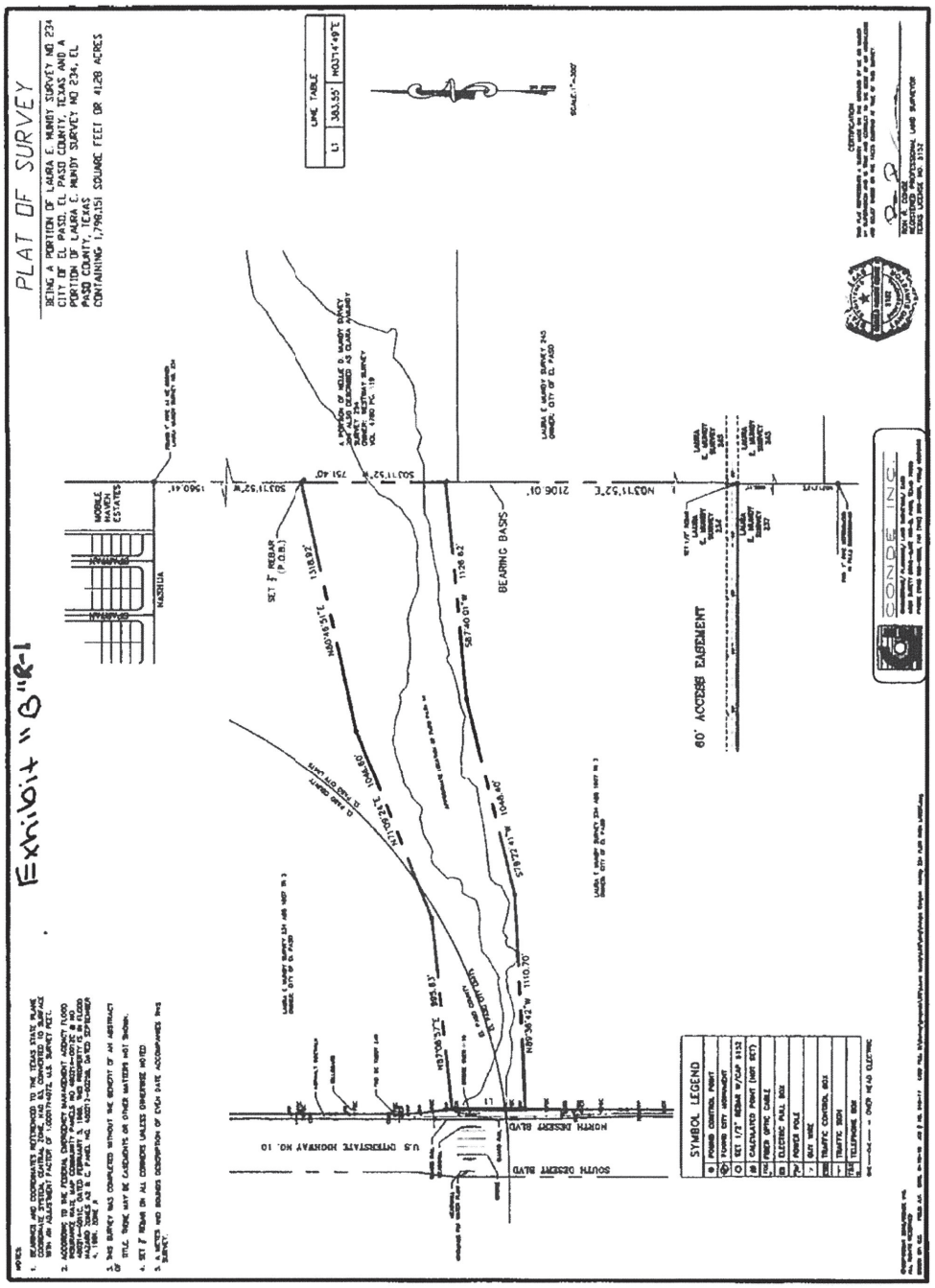
Ron R. Conde
R.P.L.S. No. 5152

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

WJC

Buyer Initials: ___ ____



[EXHIBIT "B" TO PURCHASE AND SALE AGREEMENT – EPWATER AND HUNT COMMUNITIES HOLDING, LLC]

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.

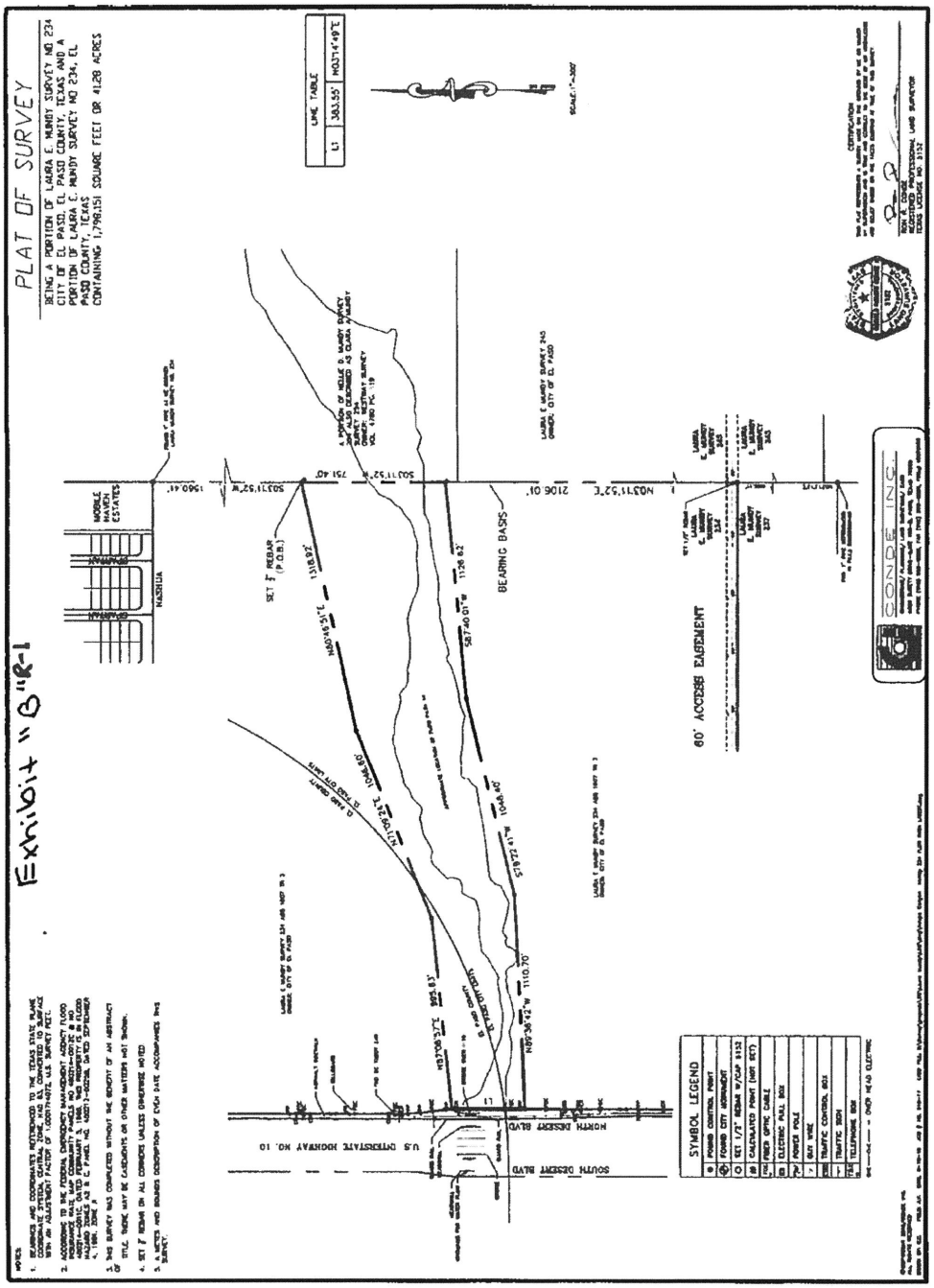
Bearings and Coordinates referenced to the Texas State Plane Coordinate System, Central Zone, NAD 83, Converted to surface with an adjustment factor of 1.0001714072, U.S. Survey Feet.

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

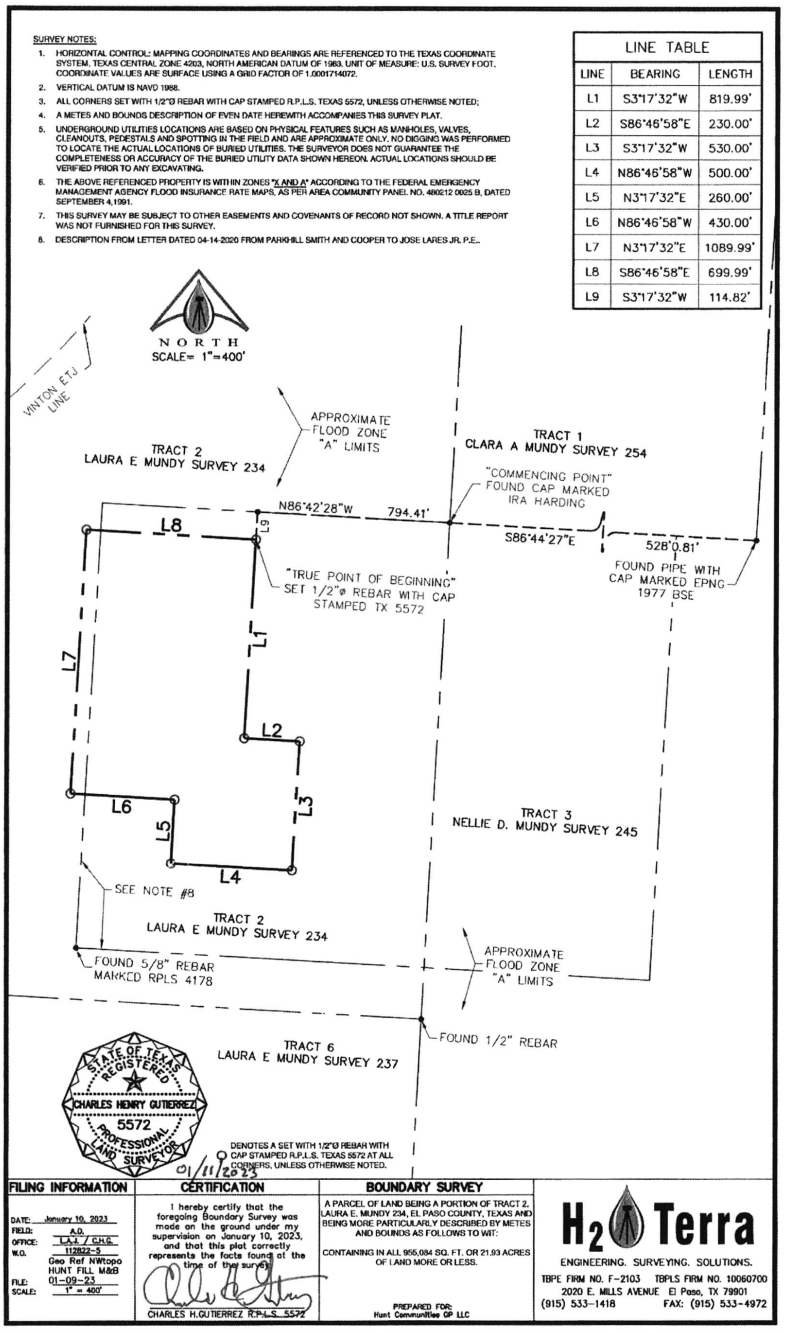
WJC

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

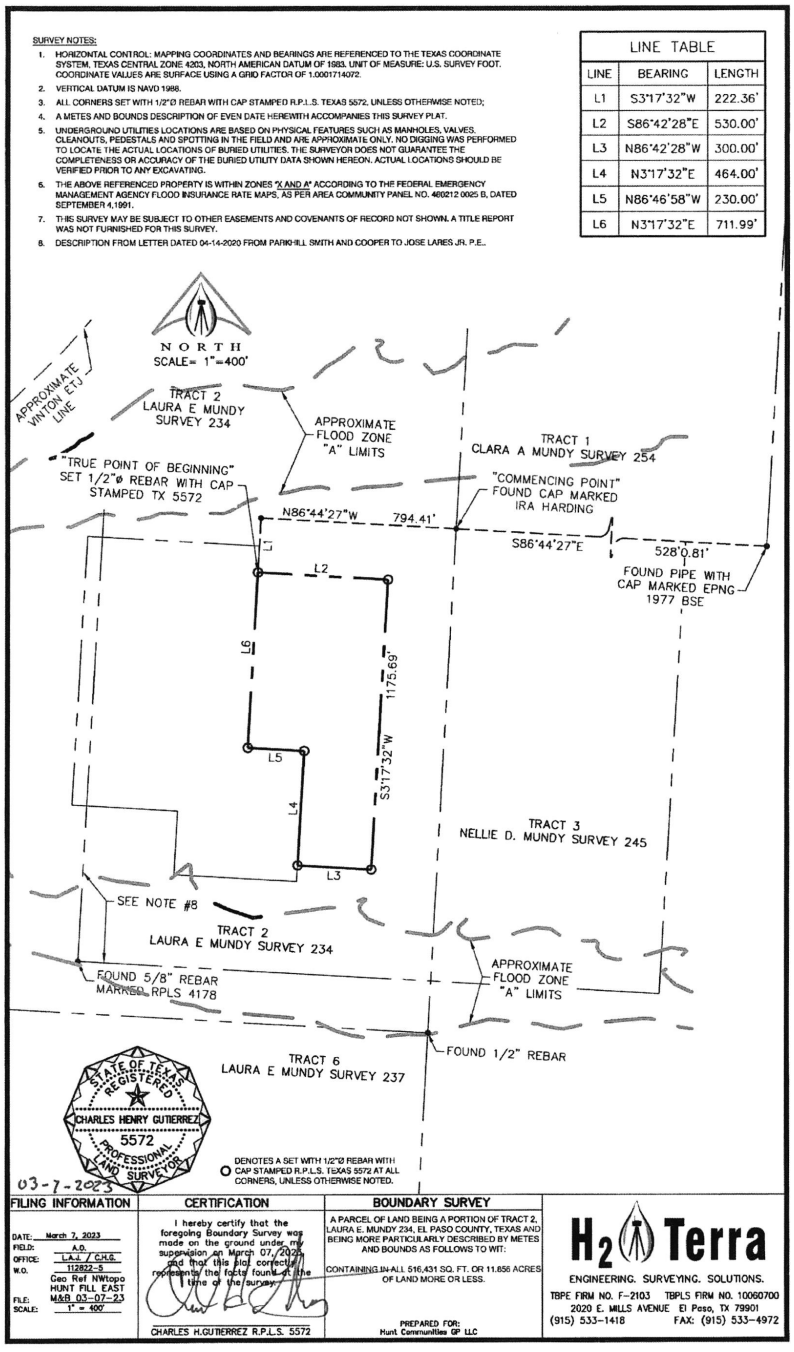
WJC

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

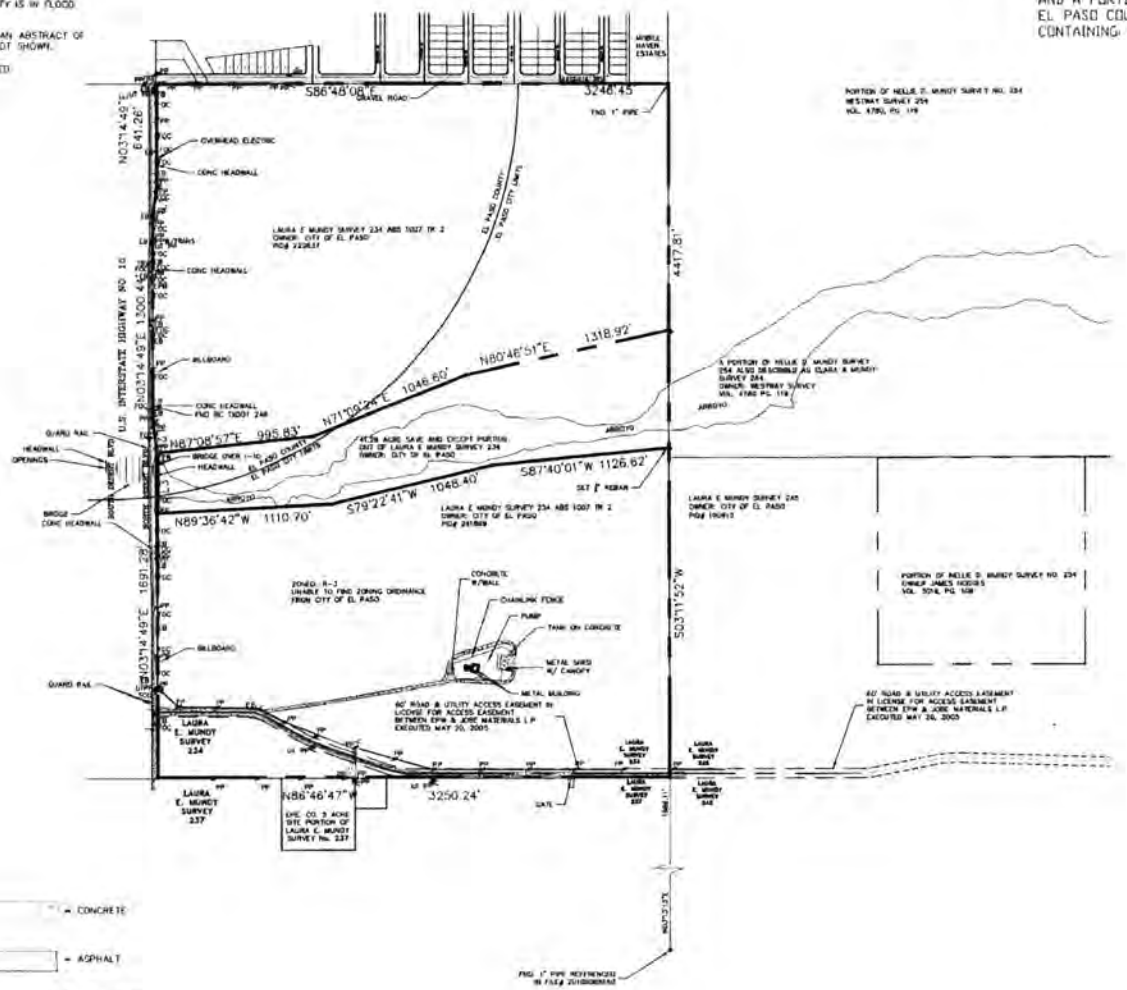
CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM NO. 10078100

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: CC. FIELD: X.V. DATE: 8-10-18 JOB # NO. 518-17 CADD FILE: S:\Survey\projects\2018\Laura Mundy\LSD\dwg\Basque Canyon 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.

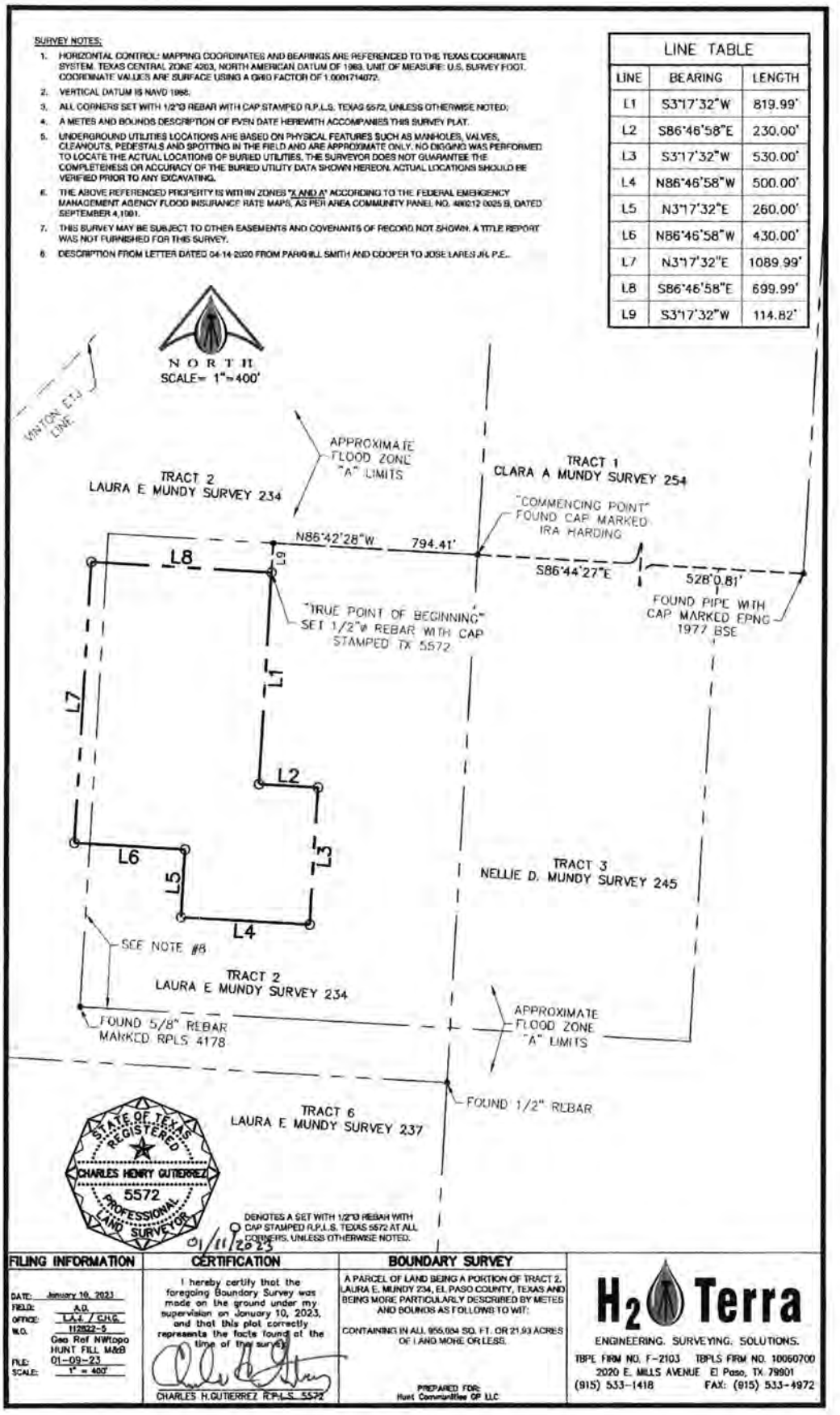

SURVEY NOTES:
1. HORIZONTAL CONTROL: MAPPING COORDINATES AND BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983, UNIT OF MEASURE: U.S. SURVEY FOOT. COORDINATE VALUES ARE SURFACE USING A GRID FACTOR OF 1.0001714072.
2. VERTICAL DATUM IS NAVD 1988.
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 528.81'
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:

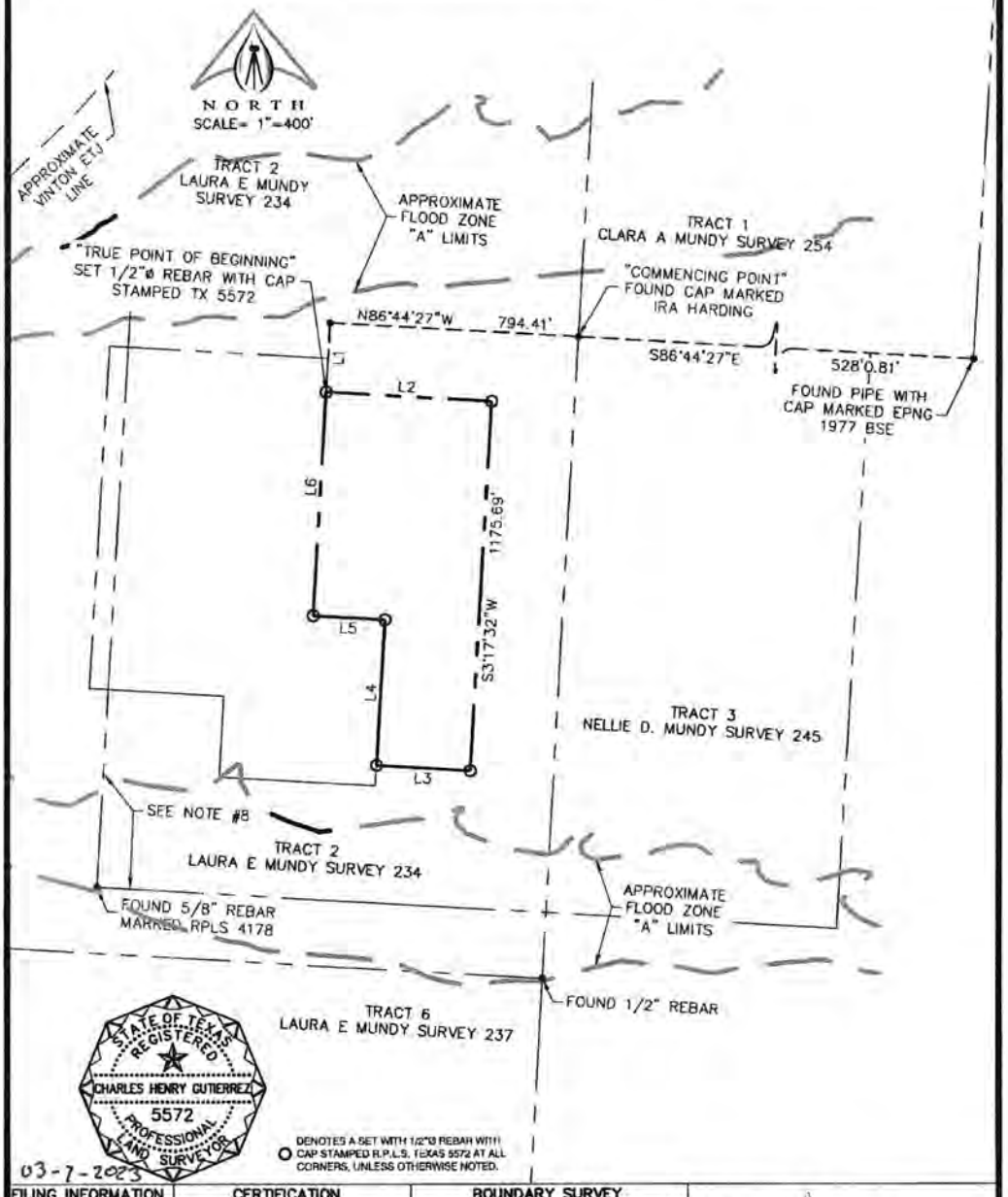
1. HORIZONTAL CONTROL: MAPPING COORDINATES AND BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983. UNIT OF MEASURE: U.S. SURVEY FOOT. COORDINATE VALUES ARE SURFACE USING A GRID FACTOR OF 1.0001714072.

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. 480212 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: L.A.J. / C.H.G.
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

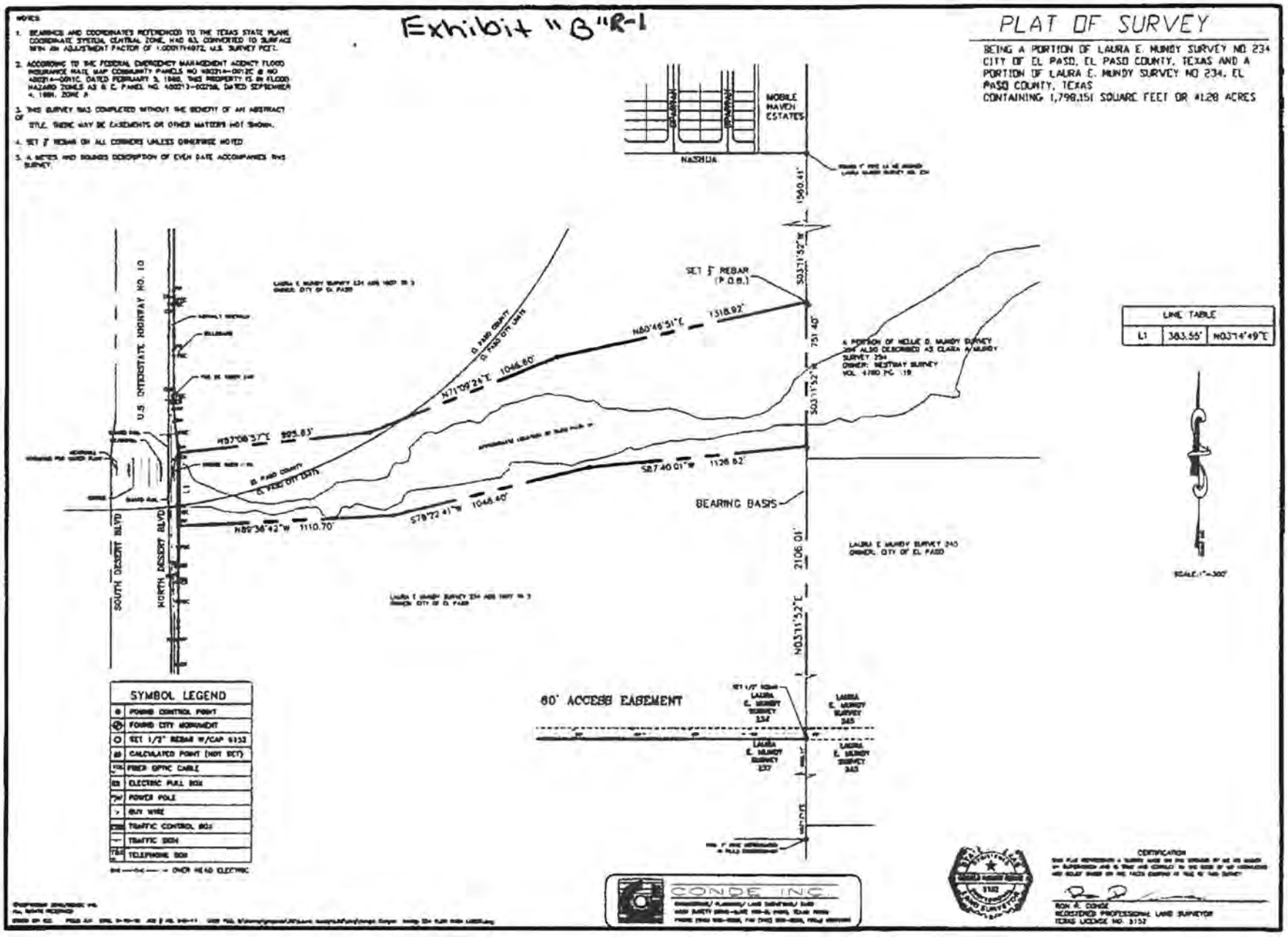
Exhibit "B" R-1

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, CONVERTED 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, 1986, 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.



LINE TABLE		
L1	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
ED	ELECTRIC PULL BOX
PP	POWER POLE
⟋	GUY WIRE
TCB	TRAFFIC CONTROL BOX
T	TRAFFIC SIGN
TELE	TELEPHONE BOX
OHE	OVER HEAD ELECTRIC

CONDE INC.

CERTIFICATION

RON A. CONDE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 5152

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.

STATE OF TEXAS
RONALD ROBERT CONDE
5152
REGISTERED
PROFESSIONAL
LAND SURVEYOR

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

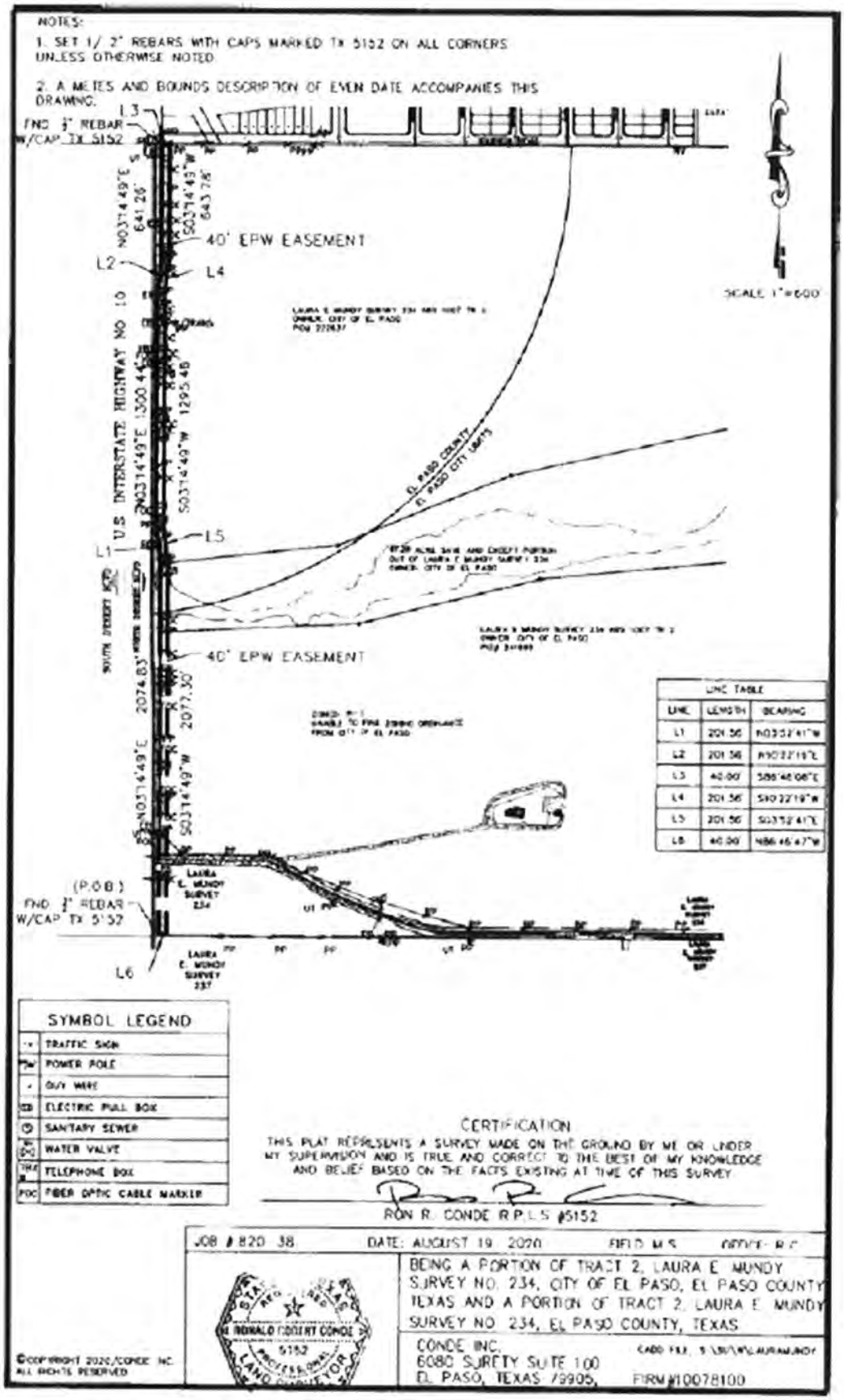

NOTES:
1. SET 1/ 2" REBARS WITH CAPS MARKED TX 5152 ON ALL CORNERS UNLESS OTHERWISE NOTED
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING.
FND 1/2" REBAR W/CAP TX 5152
L3
40' EPW EASEMENT
L2
L4
L1
L5
L6
U.S. INTERSTATE HIGHWAY NO 10
SOUTH DESERT
EL PASO COUNTY
EL PASO CITY LIMITS
40' EPW EASEMENT
N03°14'49"E 641.26'
S03°14'49"W 643.78'
N03°14'49"E 1300.45'
S03°14'49"W 1295.48'
N03°14'49"E 2074.83'
S03°14'49"W 2077.30'
(P.O.B.)
FND 1/2" REBAR W/CAP TX 5152
LAURA E. MUNDY SURVEY 234
LAURA E. MUNDY SURVEY 237
SCALE 1"=600'
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
TM 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

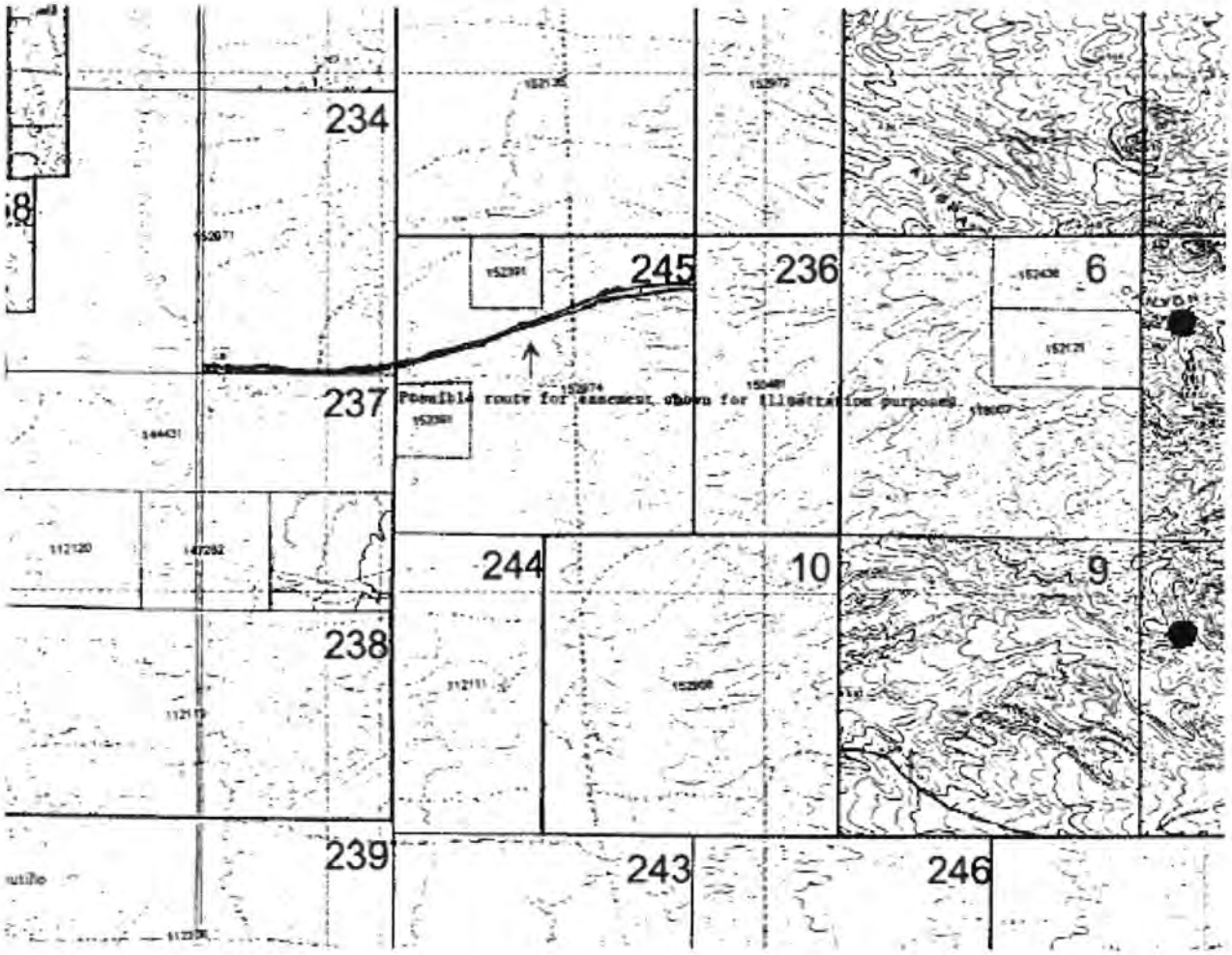
STATE OF TEXAS

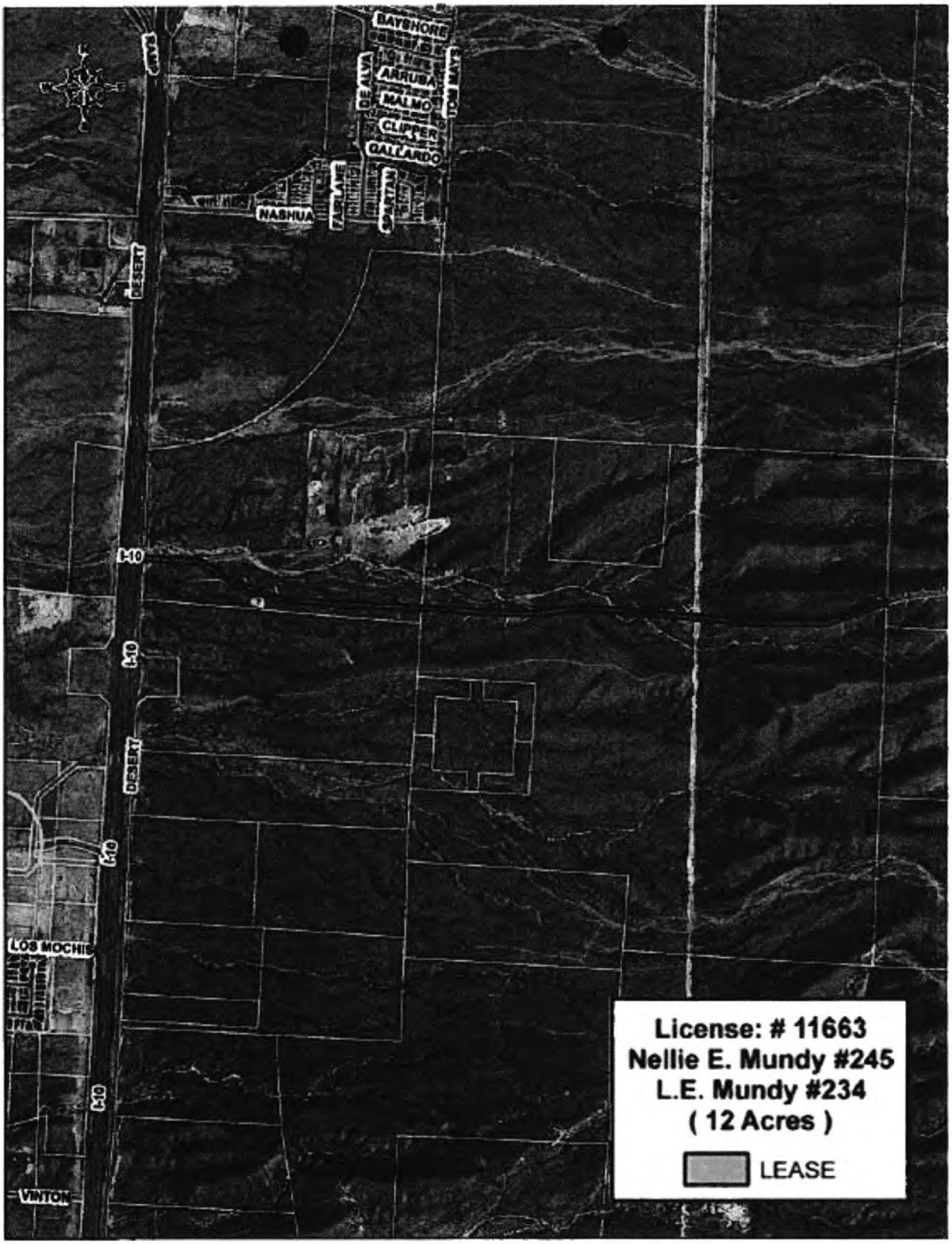
COUNTY OF EL PASO

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 79928 P.O. Box 3818, El Paso, Texas 79923-3818 (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;

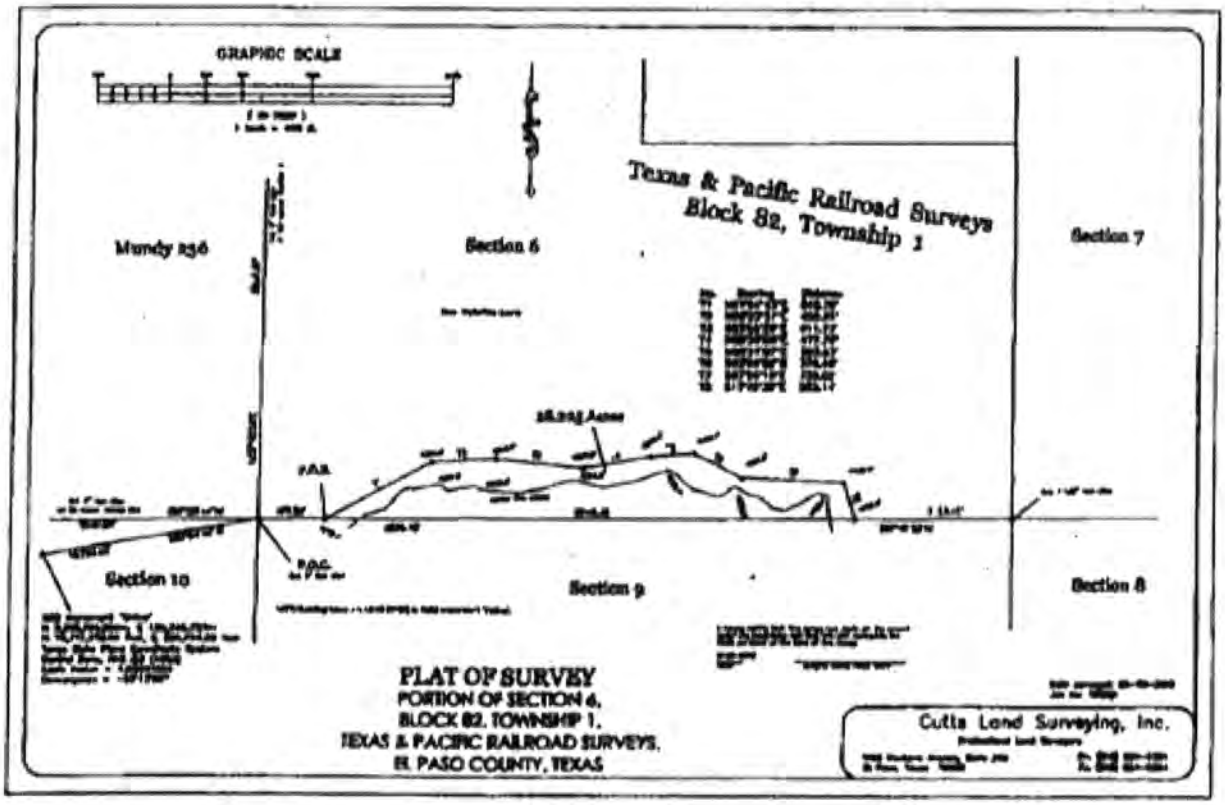
THENCE, South 17°49'39" East, a distance of 263.14 feet to said South line of Section 6 and a found 1 ½ inch iron pipe at the Southeast corner of section 6 bears, North 89°47'20" East, a distance of 1113.41 feet;

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.

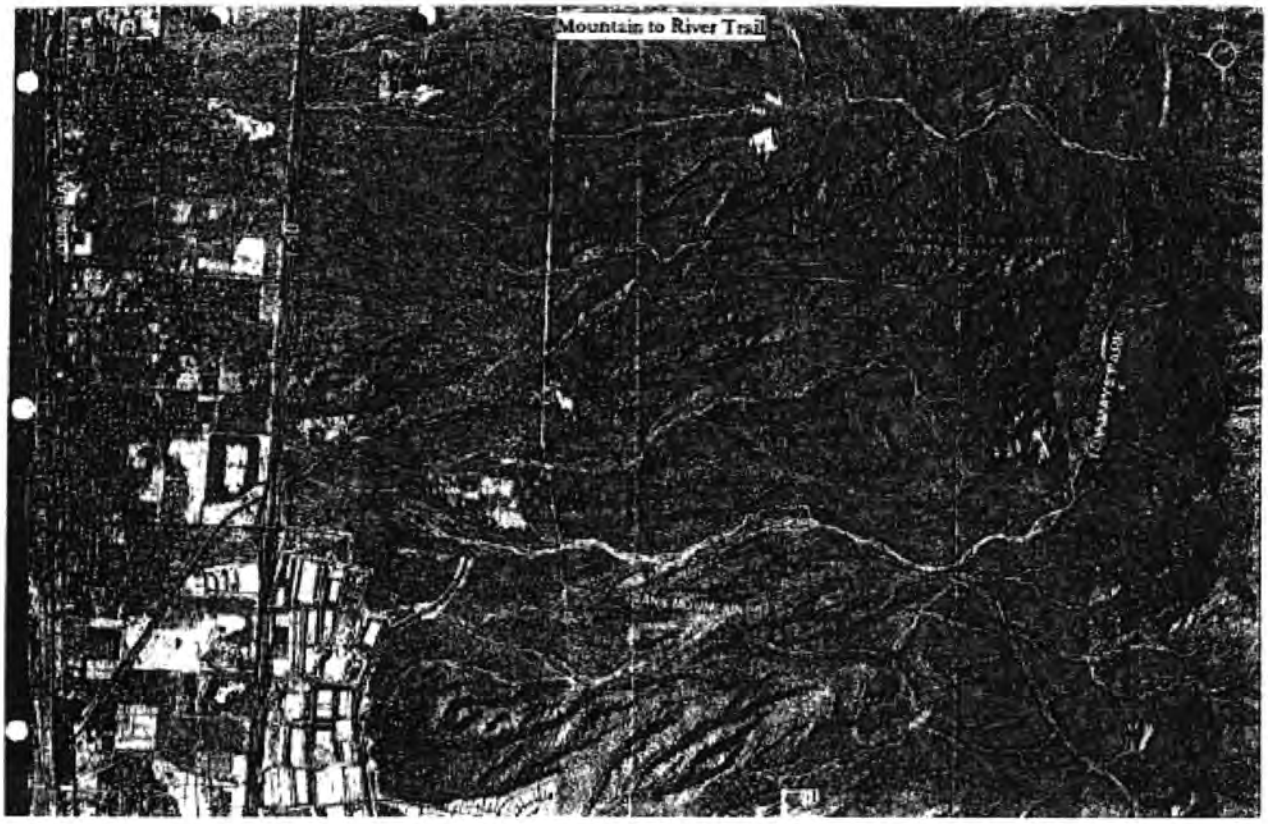

Mountain to River Trail

EXHIBIT "C-2"

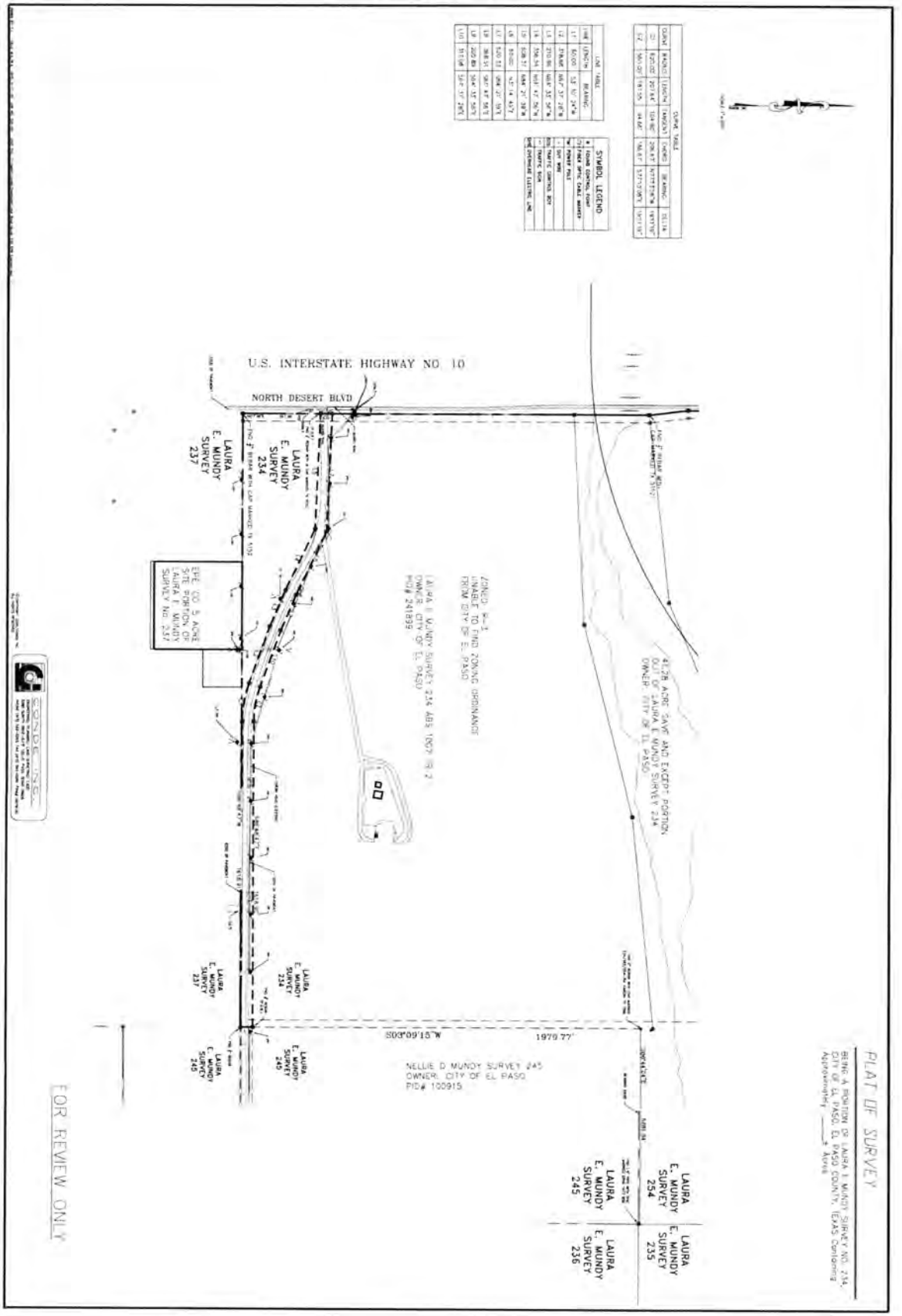

U.S. INTERSTATE HIGHWAY NO. 10
NORTH DESERT BLVD
LAURA E. MUNDY SURVEY 237
LAURA E. MUNDY SURVEY 234
LAURA E. MUNDY SURVEY 245
LAURA E. MUNDY SURVEY 254
LAURA E. MUNDY SURVEY 235
LAURA E. MUNDY SURVEY 236
S03°09'15"W
1979.77'
NELLIE D MUNDY SURVEY 245
OWNER: CITY OF EL PASO
PID# 100915
LAURA E MUNDY 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
FOR REVIEW ONLY
PLAT OF SURVEY

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

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.

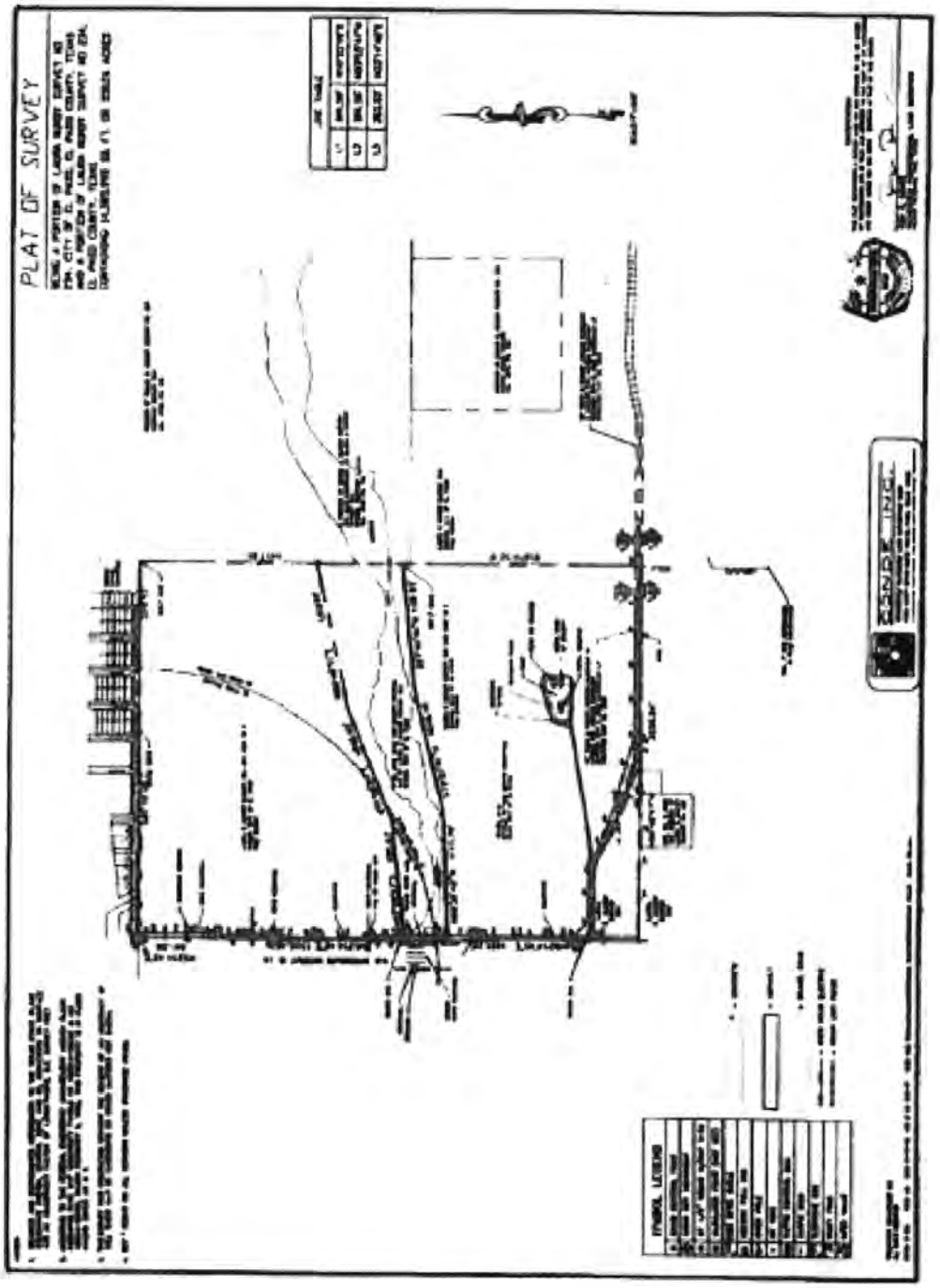
Note: A drawing of even date accompanies this description.

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

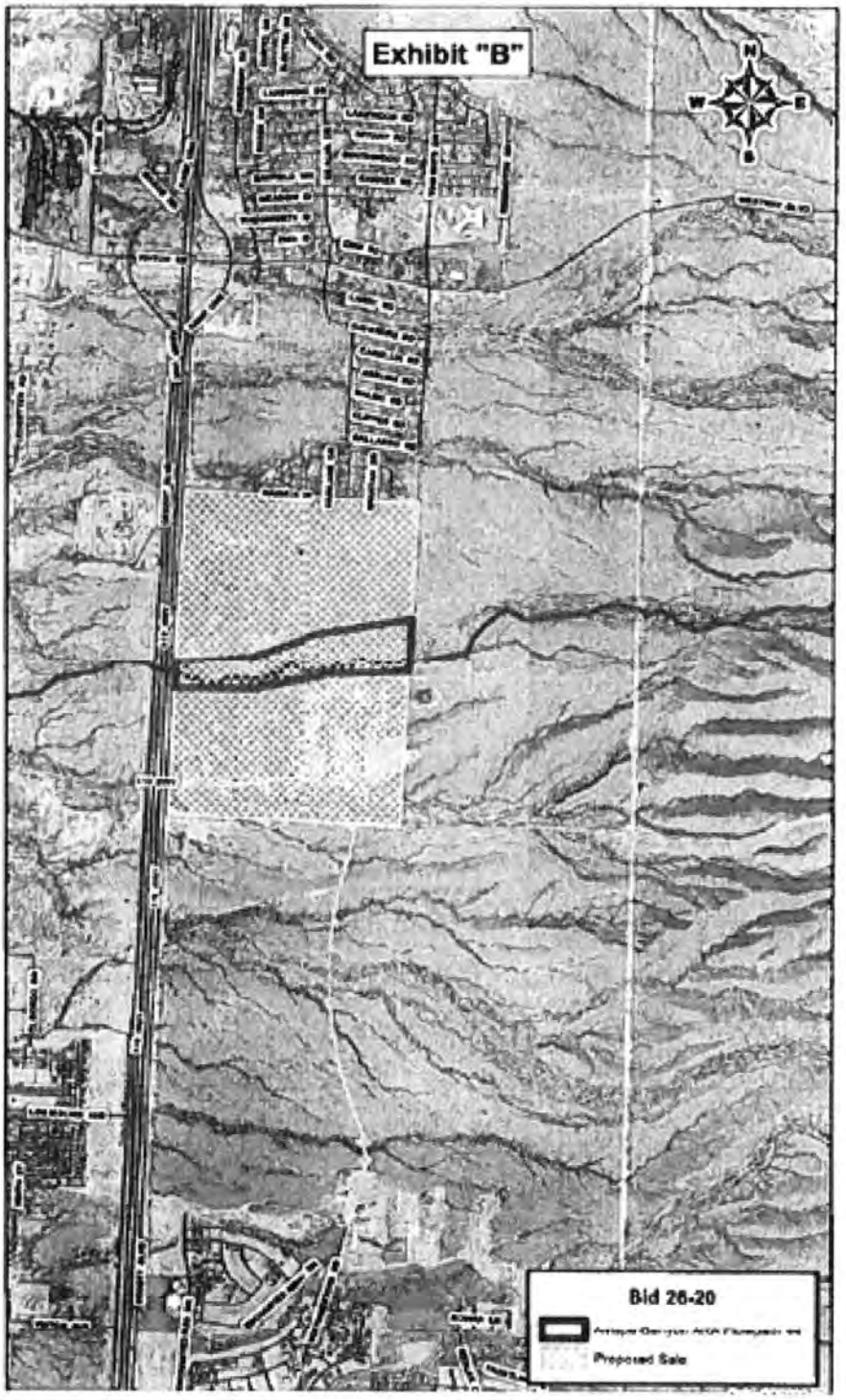


Exhibit "B"
N
W
E
S
Bid 26-20
Proposed Sale

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;

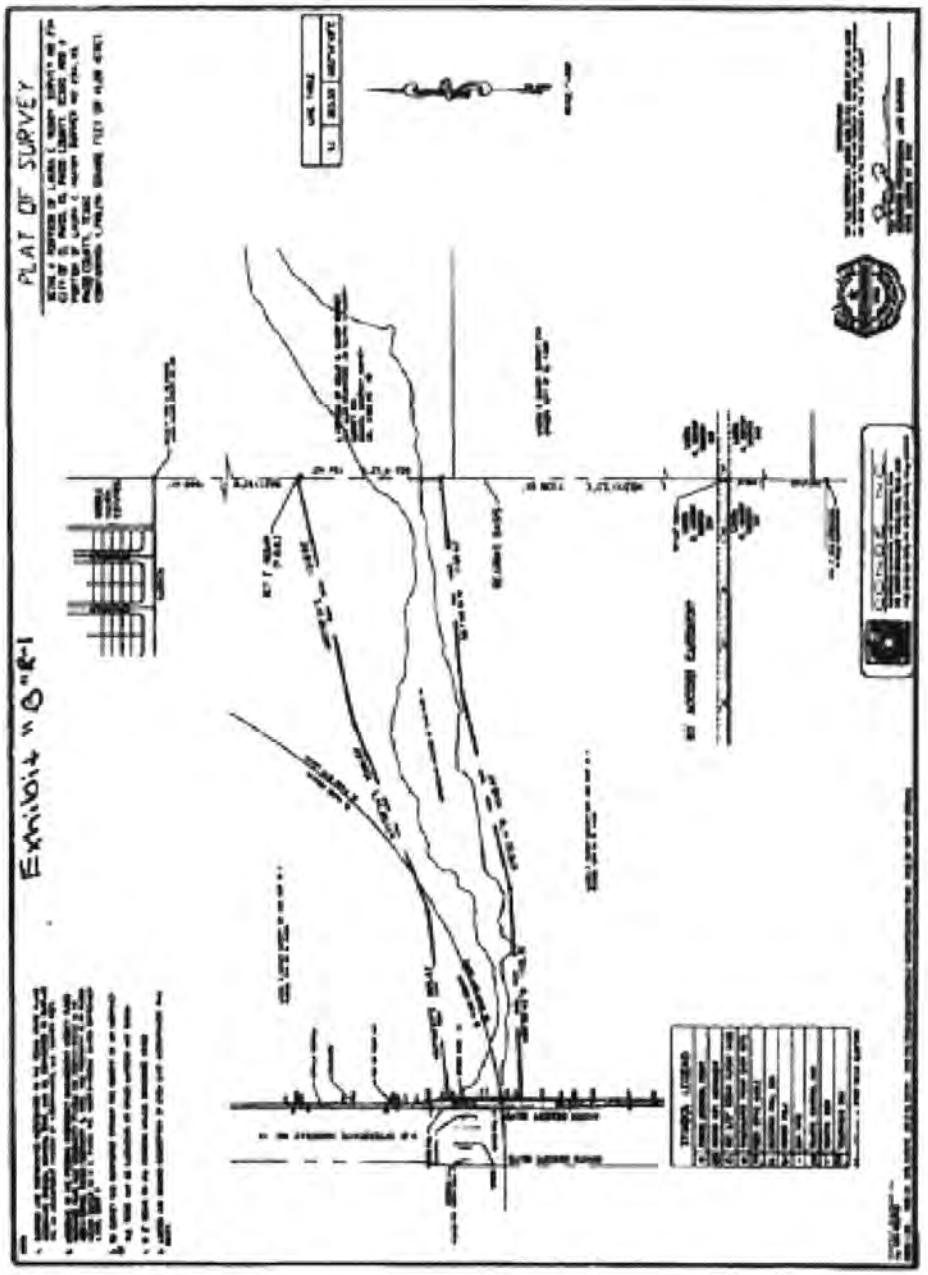
Thence, North 80°46'51' East a distance of 1318.92 feet to the TRUE POINT OF BEGINNING" and containing 1,798,151 Square Feet or 41.28 acres of land more or less.

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.

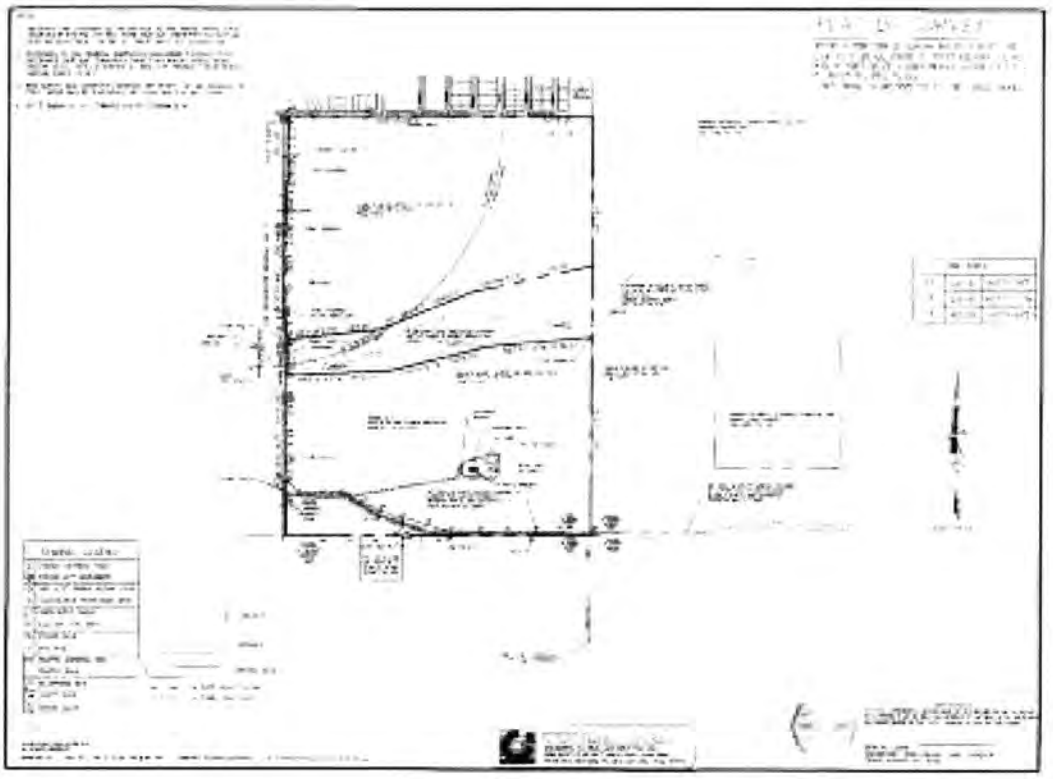
  Answer: This is addressed on Addendum 2.

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

05 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.

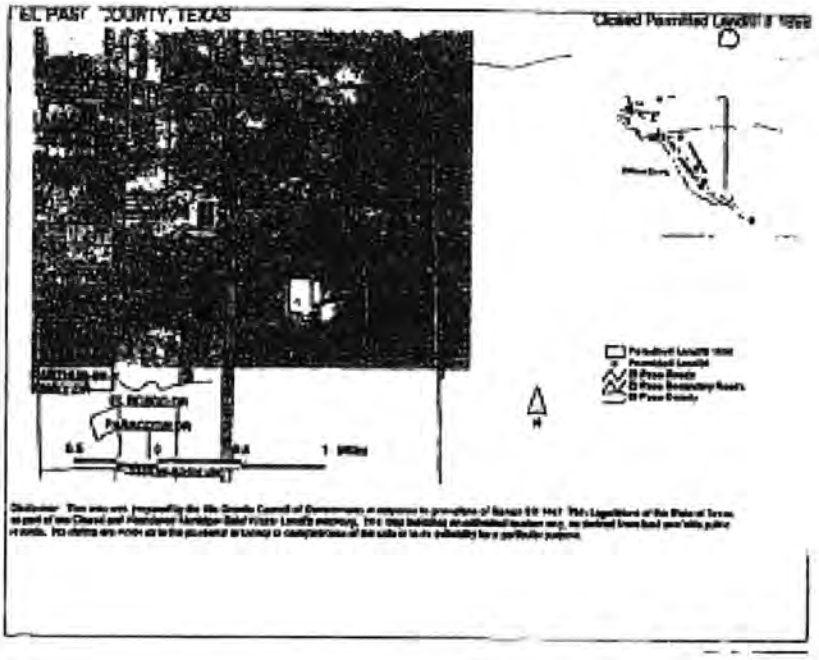
El Paso County, Texas
(Operator)

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
Cleared Permitted Location
EL ROBLEDO
PARKCREST DR
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

P.O. Box 13087 • Austin, Texas 78711-3087 • 512/239-1000

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;

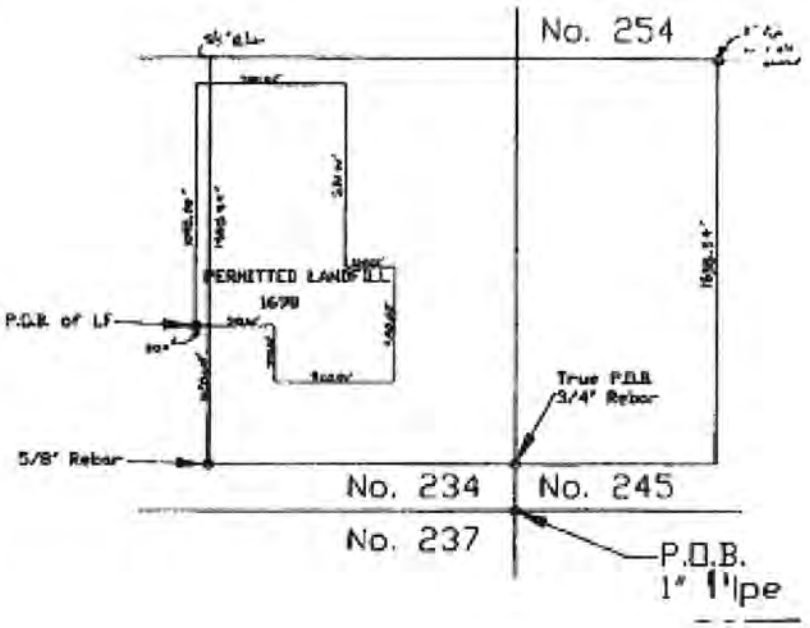
THENCE East a distance of 1433.33 feet to a point lying in the intersection of the west line of the Laura Mundy Survey No. 234 with the line common to the Nellie D. Mundy Survey No. 245 and the Nellie D. Mundy Survey No. 234, said point being the Northeast corner of the Nellie D. Mundy Survey No. 245 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 834.38 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 331.72 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
5/8" Rebar
True P.O.B.
3/4" 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. Adler
Deputy Commissioner
Management and Administration

1100 West 49th Street
Austin, Texas 78756
(512) 458-7111

Members of the Board

Vern L. Anderson, M.D., Chairman
Lawrence M. Phillips, M.D., F.A.A.P., Vice Chairman
Bob D. Glass, D.C., Secretary
Jeffrey H. Bowman, R.A.C.A.H.A.
Diane Bernard Bonte Bergeron, C.S.W., I.A.C.M.A.
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Mary D. Cunningham, D.D.S.
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Robert D. Sherman, M.D., F.A.C.O.
Jack W. Pyle, IV
Richard M. Reynolds, O.D.
Herbert E. Ratliff, M.D.
Barbara Bonnell
Barbara J. Walsh, R.Ph.
Wm. H. Thornton, M.D.

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 200.0000 acres of land and is located within the northwest corner of the city limits of El Paso near Clint, Texas (1) miles 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 reclosed thereafter, 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 aljucers 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

Be It Known that in accordance with the Solid Waste Disposal Act, Article 4477-7, V.T.C.S., and the Municipal Solid Waste Management Regulations of the Texas Department of Health, the following person has been authorized to operate the municipal solid waste management facility described below and has been issued Permit No. 1013 Dated 07-25-77, by the Department, in witness thereof.

El Paso County
Ciudad Juarez Building
500 E. San Antonio Street
El Paso, Texas 79901

This municipal solid waste management facility consists of approximately Three (3) miles (linear feet) in El Paso County, and is located as follows:

The site consists of 160.0967 acres of land out of Section 1 within the southeast corner of the city limits of El Paso near Montana, the 121 miles south of the intersection of Loop 375 and US 54, and 7,800 feet east of US 54.

Robert Bernstein, M.D.
Robert Bernstein, M.D., F.A.C.P.
Commissioner of Health

*034

RECEIVED
MAR 22 881
REGION 8

AFFIDAVIT TO THE PUBLIC

STATE OF TEXAS

COUNTY OF EL PASO

Before me, the undersigned authority, on this day personally appeared _____, 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 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 Lewis Mundy Survey No. 234 and Rolla Mundy Survey No. 345.

The undersigned further states that from the year _____ to the year _____, there was operated on the aforesaid tract of land a Municipal / Private Disposal Site, Sanitation, trash and [illegible] was purchased as that part [illegible] of the aforesaid tract, described as follows:

Description of a 33.00 acre parcel of land out of Lewis 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 Lewis Mundy Survey No. 234 and the Northeasterly corner of Lewis Mundy Survey No. 237;
Thence, North a distance of 210.00 feet to a point;
Thence, West a distance of 1457.74 feet to a point;
Thence, North 00° 04' 20" 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' 20" East a distance of 1696.00 feet to a point;
Thence, East a distance of 703.00 feet to a point;
Thence, South 89° 04' 20" 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' 20" West a distance of 210.00 feet to a point;
Thence, West a distance of 893.00 feet to a point;
Thence, South 00° 04' 20" East a distance of 285.00 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 32.23 acres of land more or less.

Further, the undersigned, _____ was the operator of such Solid Waste Disposal Site.

Affiant is hereby providing to any future owner or user of the site in concert 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: _____
Alicia R. Chacon
County Judge

SWORN TO AND SUBSCRIBED before me on this the 22 day of ..... 1997.

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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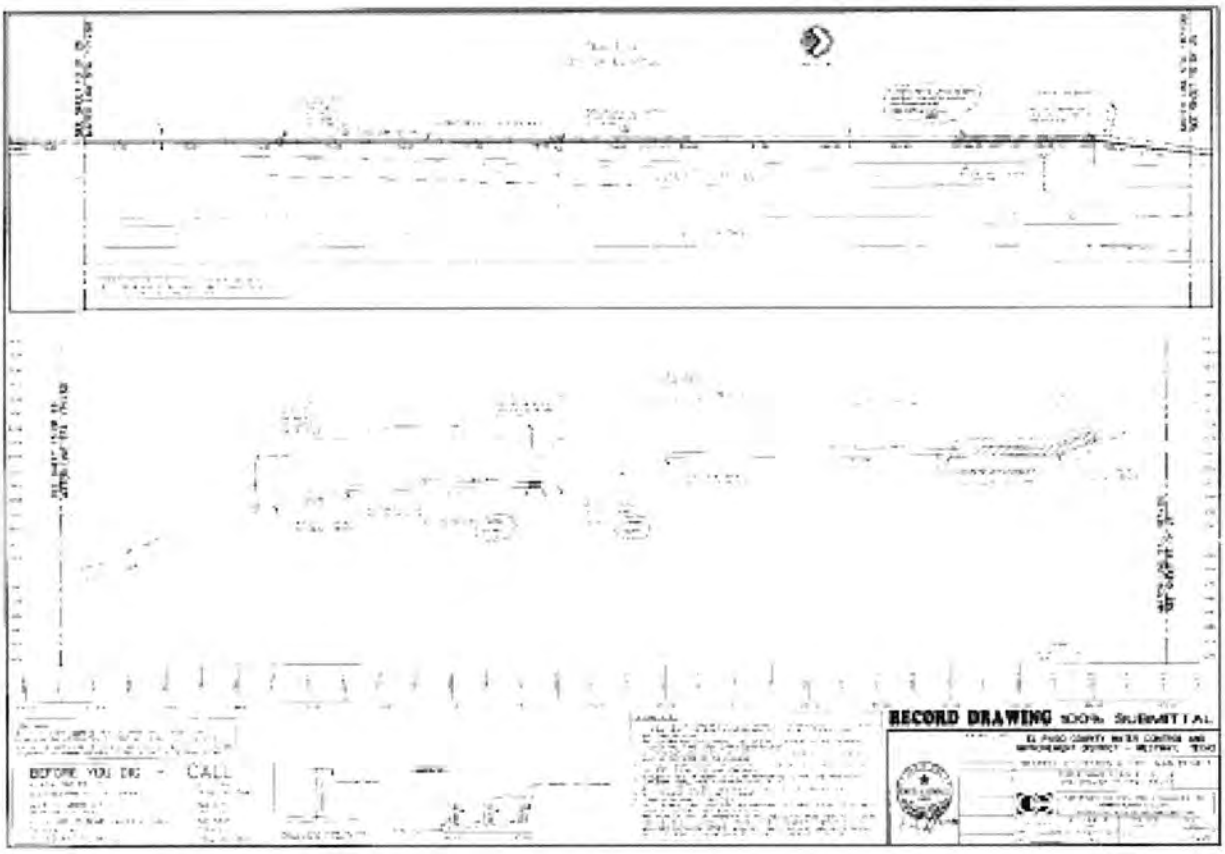
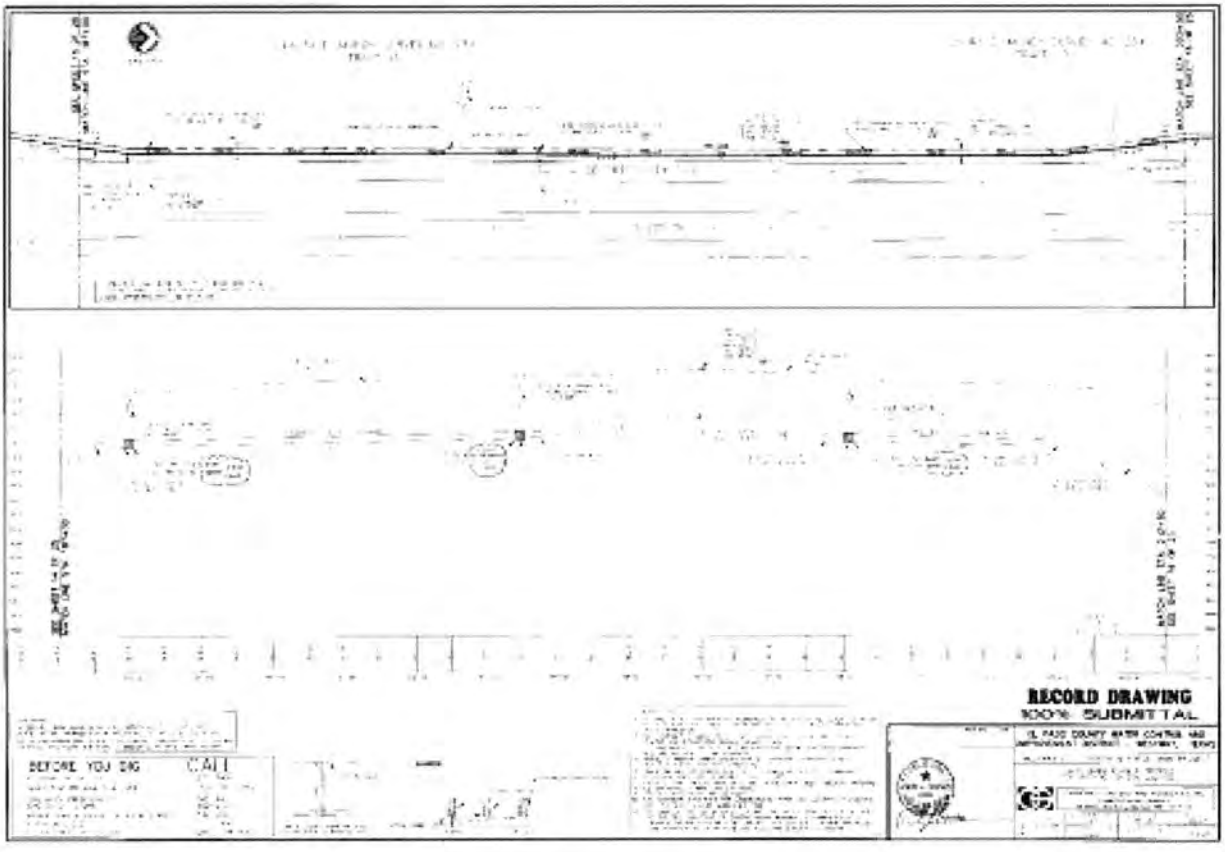

RECORD DRAWING
100% SUBMITTAL
BEFORE YOU DIG - CALL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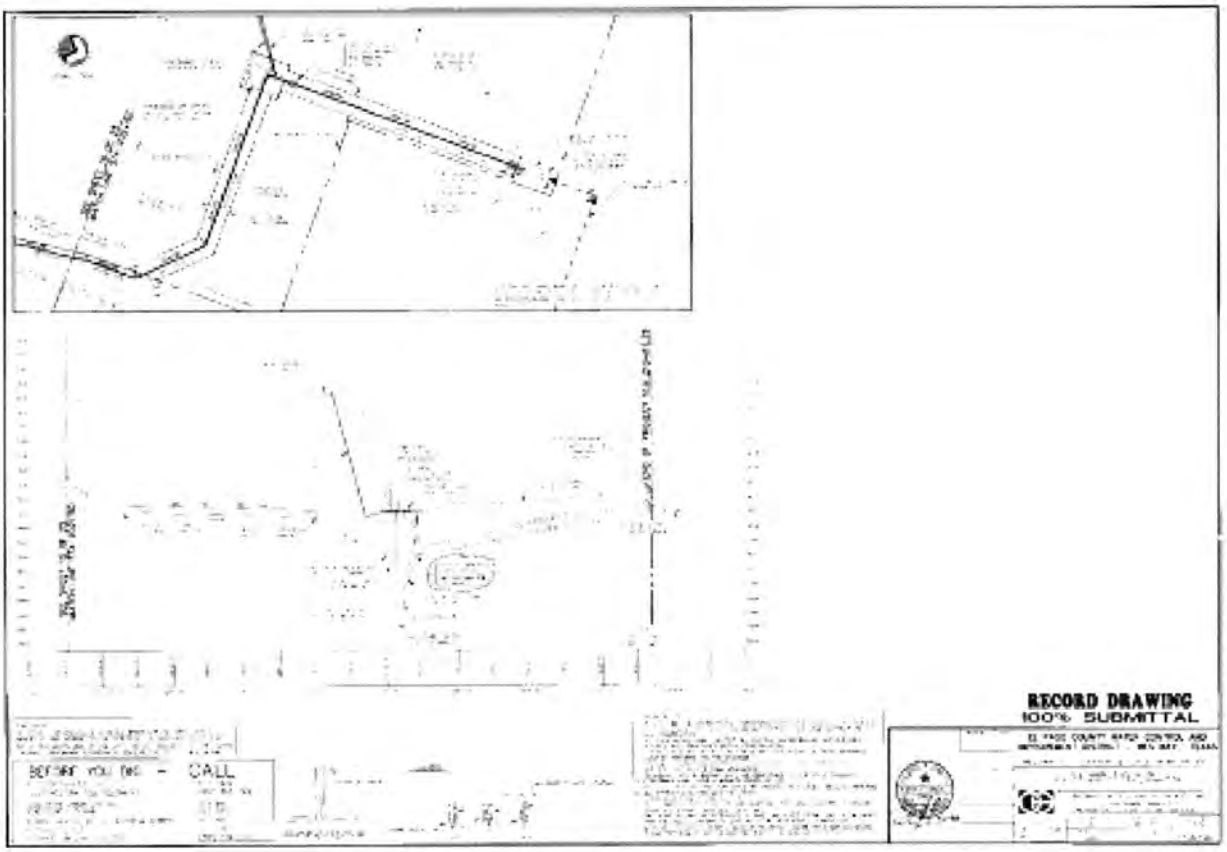
BEFORE YOU DIG CALL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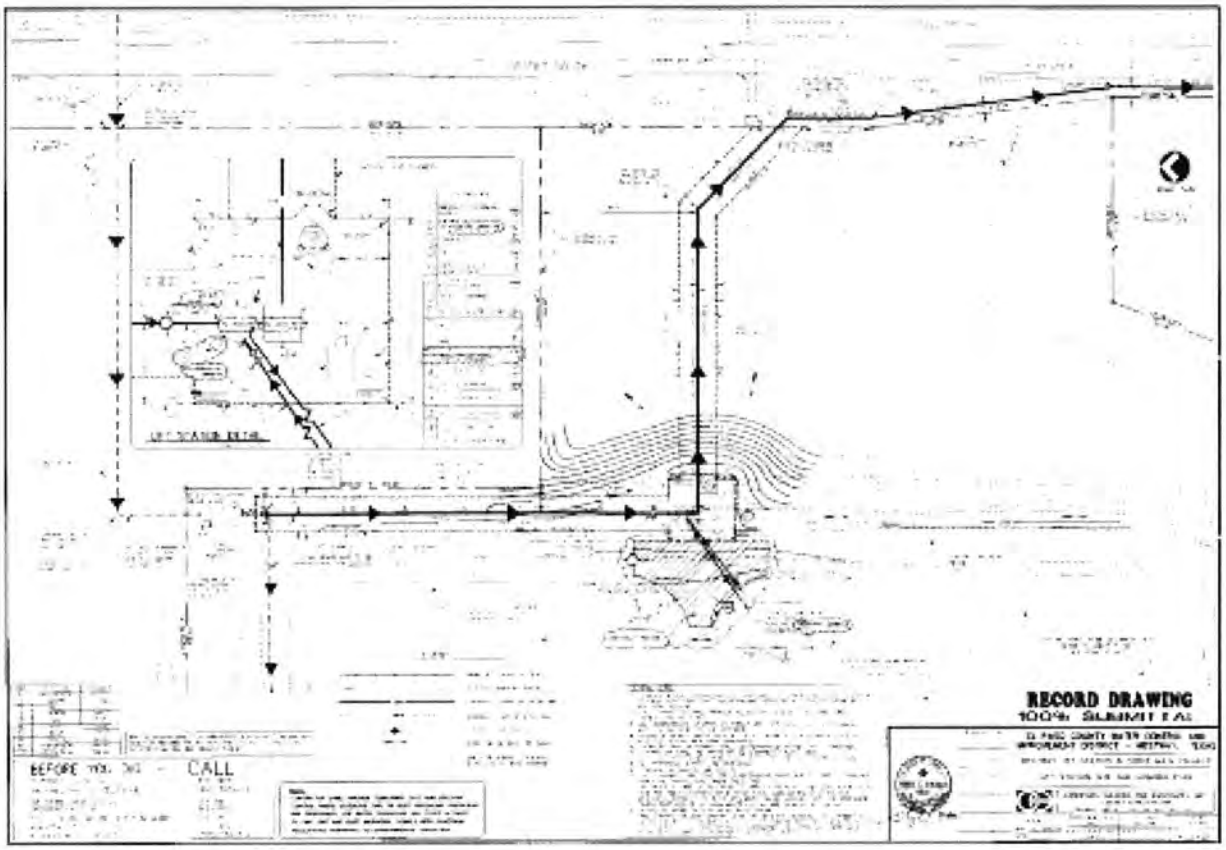
CALL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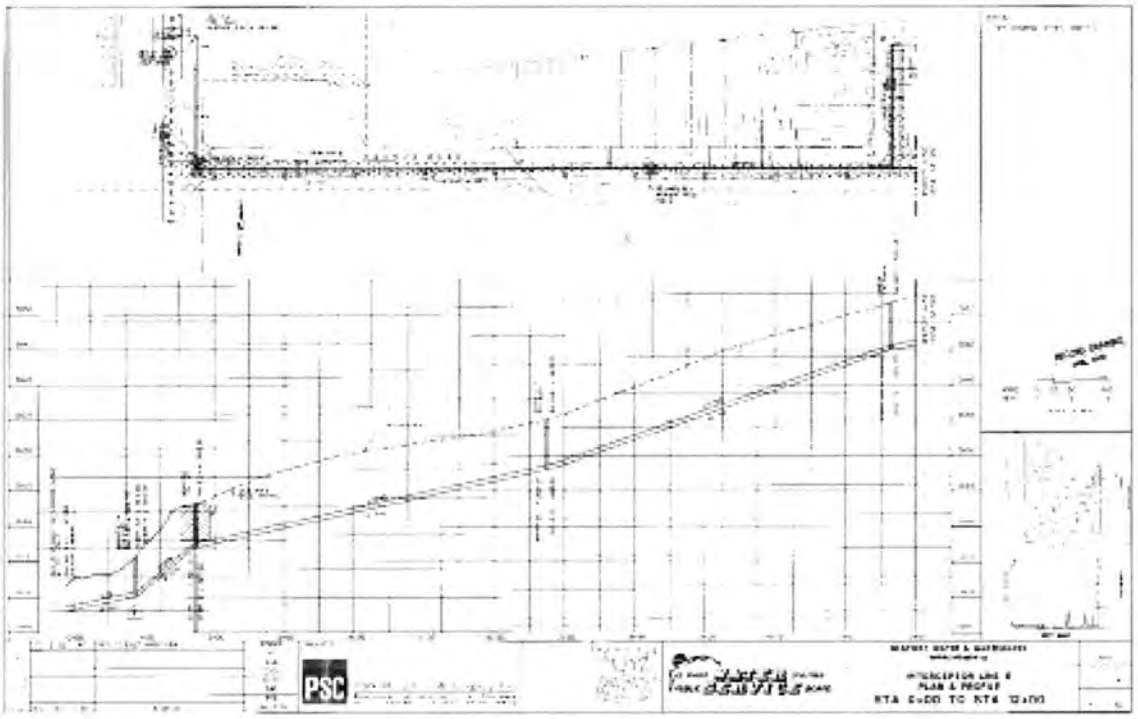

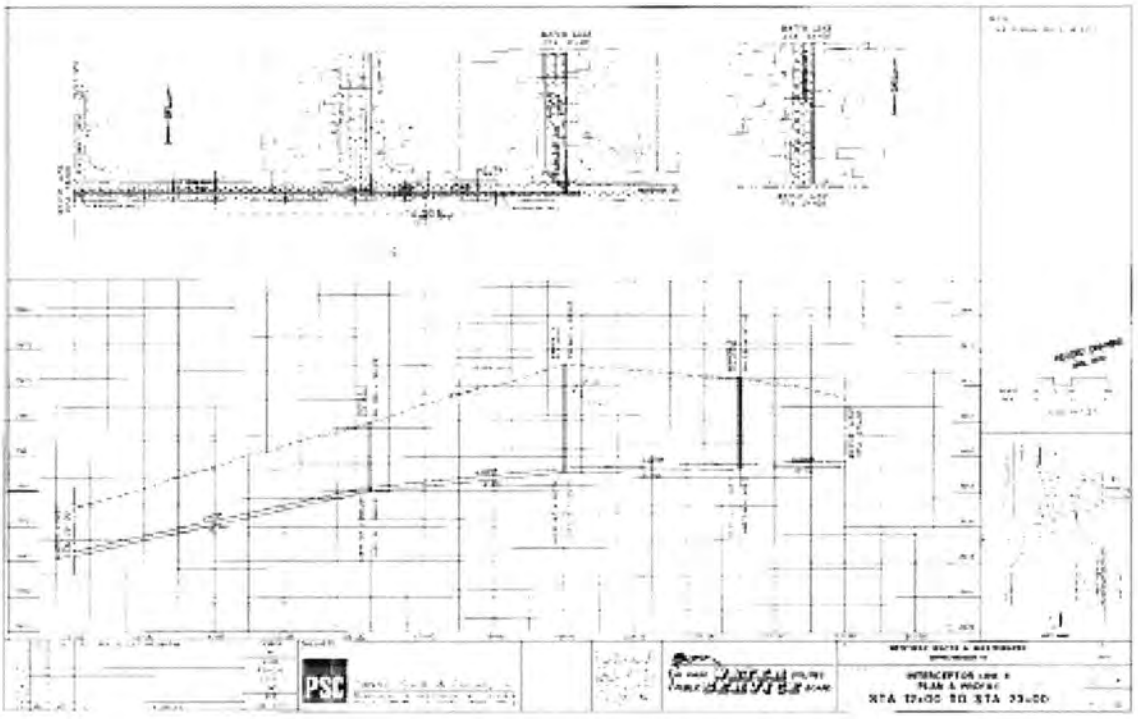

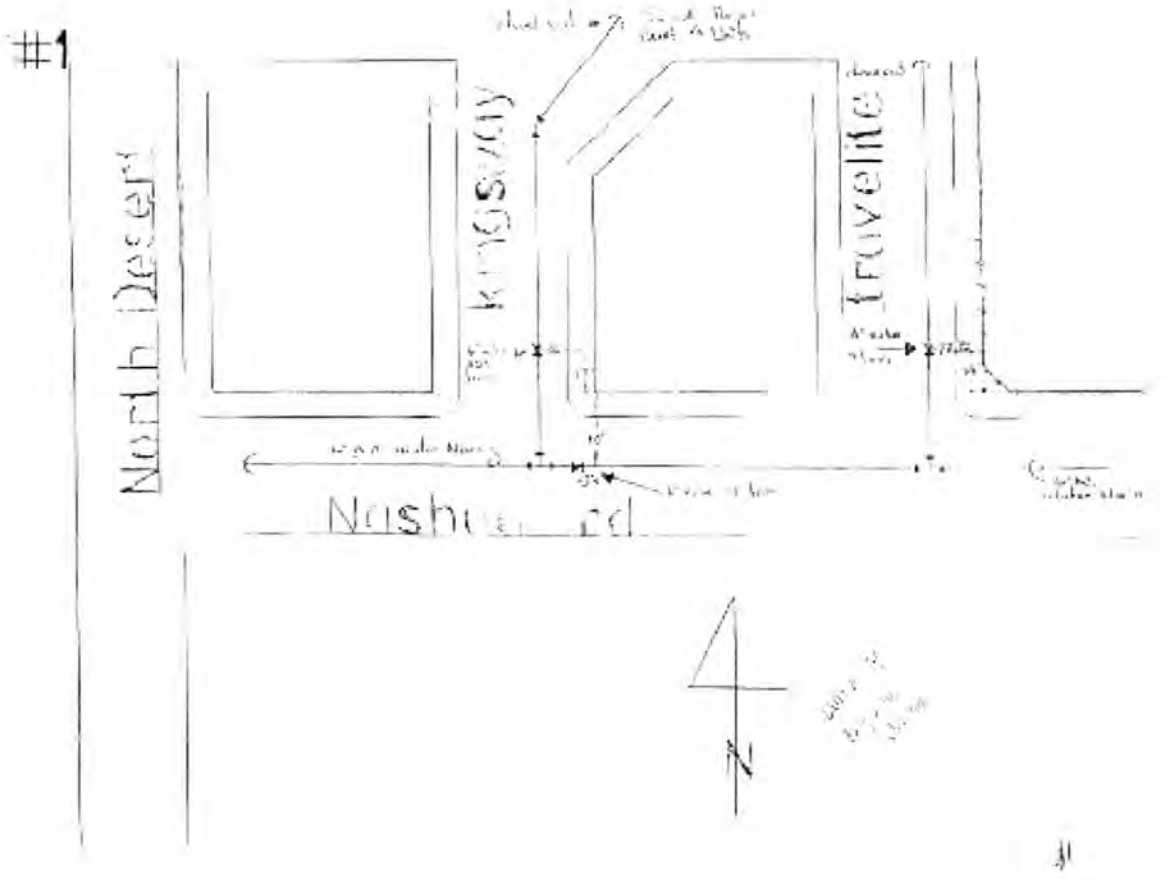
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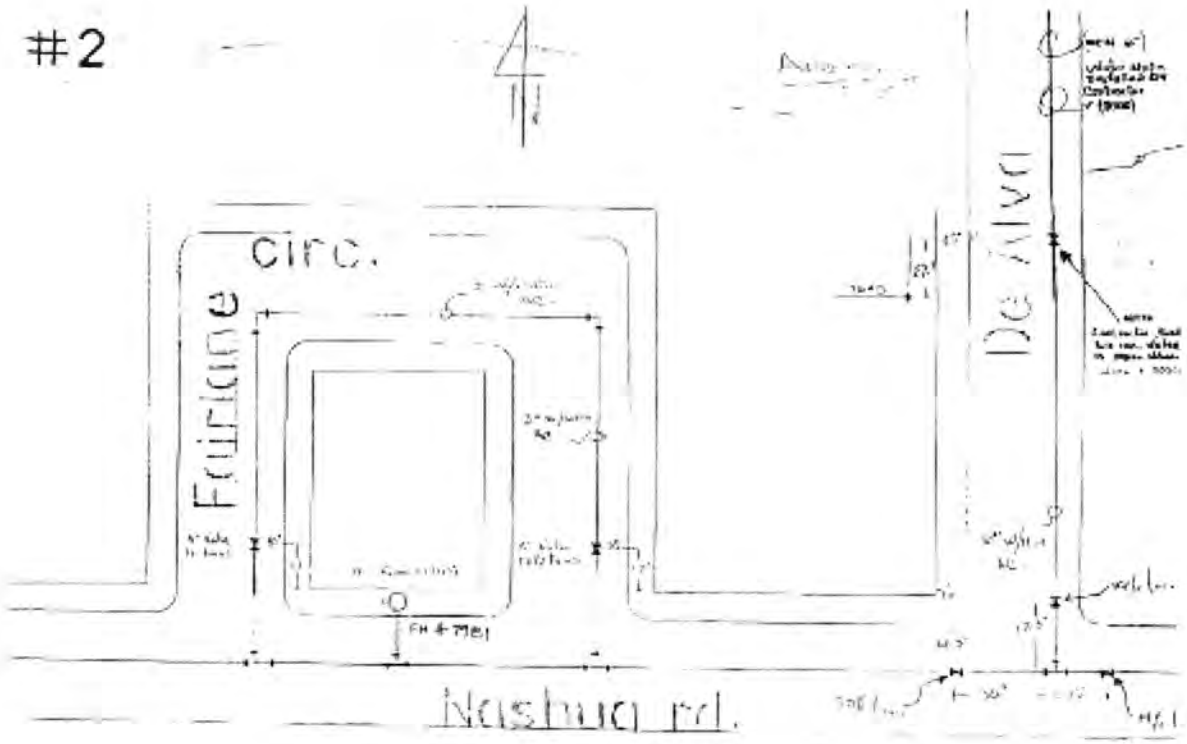
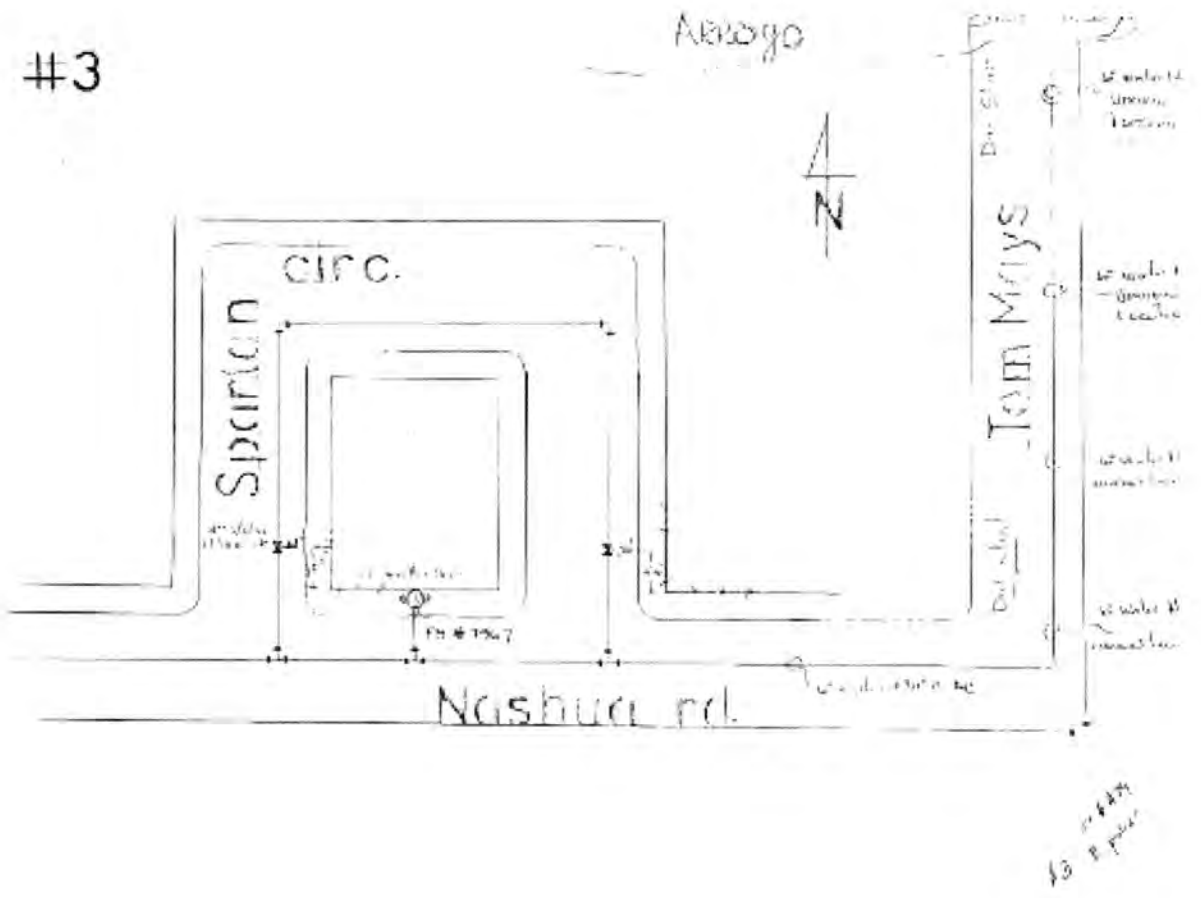
North Desert
Travelling


#2
Fririane
circ.
De Alva
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				

CIP	CIP + Program	Phase / Activity	Business Unit	Program Name	Project Name	ProjectNo.	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
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

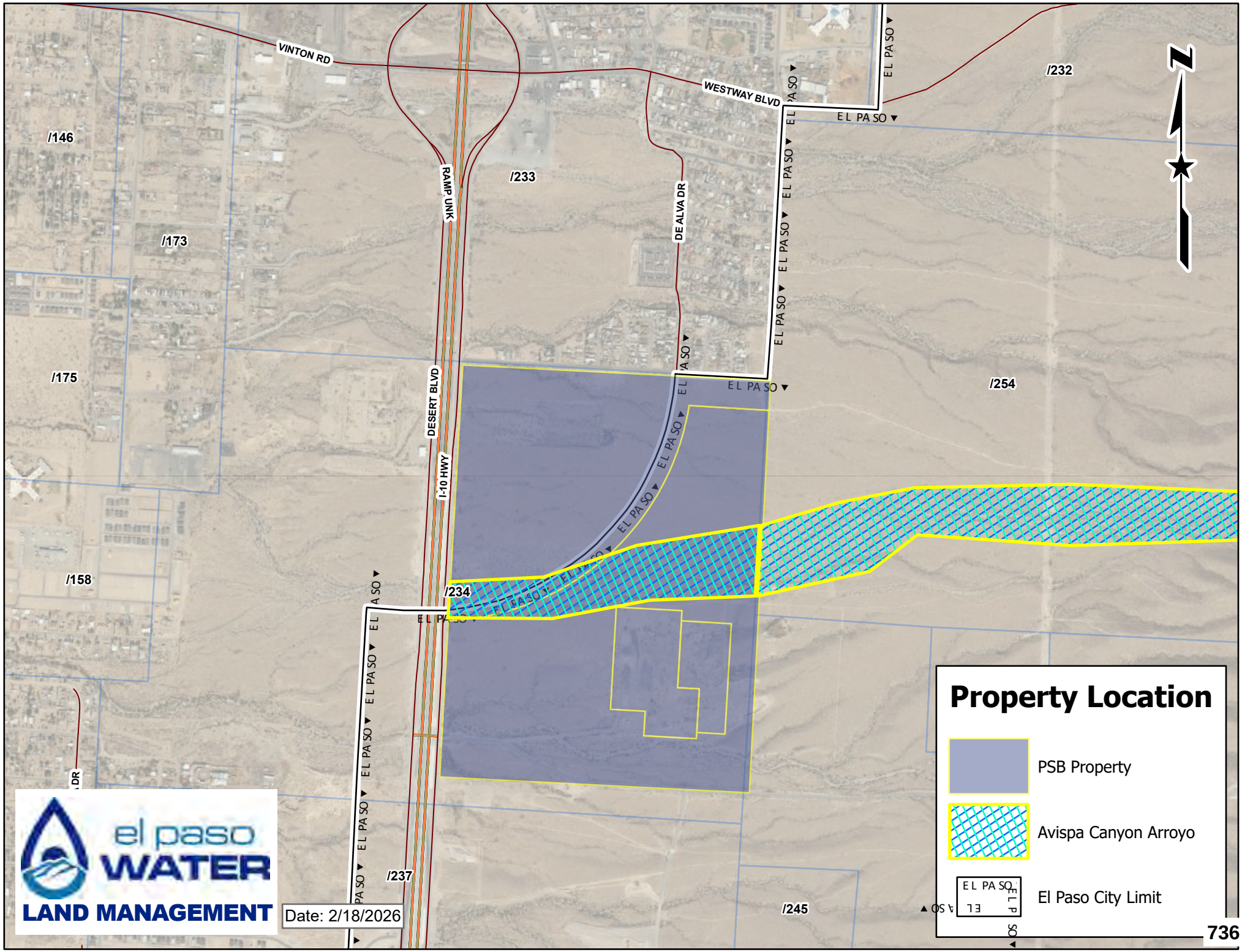
Kristina D. Mena, Chair

ATTEST:

Terri Garcia
Secretary-Treasurer

APPROVED AS TO FORM:

Lee Ann B. Koehler
General Counsel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/237
/245
EL PASO
Property Location
PSB Property
Avispa Canyon Arroyo
El Paso City Limit
el paso WATER
LAND MANAGEMENT
Date: 2/18/2026
736

File #: 26-0651, **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
Members of the City Council, Representative Cynthia Boyar Trejo, (915) 212-0004

AGENDA LANGUAGE:

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

El Paso Water Presentation: After-action report of the Northeast large-scale water main break.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: District 4

AGENDA DATE: 06/23/2026

CONTACT PERSON NAME Cynthia Boyar Trejo **PHONE NUMBER:** 915-212-0004

2nd CONTACT PERSON **PHONE NUMBER:** 1-915-555-5555

3rd CONTACT PERSON **PHONE NUMBER:** 1-915-555-5555

DISTRICT(S) AFFECTED:

STRATEGIC GOAL: 7 Enhance & Sustain El Paso's

SUBGOAL: 7.1 Provide reliable and sustainable water

SUBJECT:

El Paso Water Presentation: After-action report of the Northeast large-scale water main break.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

BACKGROUND / DISCUSSION:

On January 10, 2026, a 36-inch water main break occurred near Gschwind and Antonio Avenue in Northeast El Paso, causing the drainage of 15 reservoirs and triggering widespread outages and a boil water notice. El Paso Water (EPW) responded with 24/7 repair efforts to stabilize the system and restore service. An estimated 38,000 connections (homes and businesses) and more than 100,000 residents were impacted. On January 20, 2026, El Paso Water presented to City Council on the status of the main break and provided an update on repair and recovery efforts.

PRIOR COUNCIL ACTION:

Council has received previous quarterly reports similar to these.

AMOUNT AND SOURCE OF FUNDING:

N/A

File #: 26-0771, **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
Members of the City Council, Representative Alejandra Chávez, (915) 212-0001
Members of the City Council, Representative Ivan Niño, (915) 212-0005

AGENDA LANGUAGE:

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

Discussion and action to direct the City Manager to amend the City of El Paso's 90th Session State Legislative Agenda to include advocacy support for policy related to protecting residential ratepayers from utility costs of data centers as proposed by Governor Greg Abbott's letter to the Public Utility Commission of Texas (PUC) Chairman Thomas Gleeson and Electric Reliability Council of Texas (ERCOT) CEO Pablo Vegas on June 10, 2026. Additionally, direct the City Manager and City Attorney to determine - as per Governor Greg Abbott's immediate directive- that the electrical utility grid that the City of El Paso's residents utilize is incorporated.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: Mayor and Council

AGENDA DATE: 06/23/2026

CONTACT PERSON NAME Rep. Art Fierro **PHONE NUMBER:** 915-212-0006

2nd CONTACT PERSON Rep. Alejandra Chavez **PHONE NUMBER:** 915-212-0001

3rd CONTACT PERSON Rep. Ivan Niño **PHONE NUMBER:** 915-212-0005

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 6 SET THE STANDARD FOR

SUBGOAL: 3

SUBJECT:

Discussion and action to direct the City Manager to amend the City of El Paso's 90th Session State Legislative Agenda to include advocacy support for policy related to protecting residential ratepayers from utility costs of data centers as proposed by Governor Greg Abbott's letter to the Public Utility Commission of Texas (PUC) Chairman Thomas Gleeson and Electric Reliability Council of Texas (ERCOT) CEO Pablo Vegas on June 10, 2026. Additionally, direct the City Manager and City Attorney to determine — as per Governor Greg Abbott's immediate directive— that the electrical utility grid that the City of El Paso's residents utilize is incorporated.

COMMUNITY AND STAKEHOLDER OUTREACH:

Between March 23 and April 8th, city staff held six community meetings centered around the data center policy framework.

BACKGROUND / DISCUSSION:

N/A

PRIOR COUNCIL ACTION:

On Feb. 17, 2026, City Council adopted the City of El Paso's State Legislative Agenda for the 90th Texas Legislative Session.
Additionally, on April 28, 2026, the City of El Paso's State Legislative Agenda for the 90th Texas Legislative Session was amended to include advocacy support for policy proposals related to data center incentive and regulatory

AMOUNT AND SOURCE OF FUNDING:

N/A

File #: 26-0772, **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

AGENDA LANGUAGE:

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

Discussion and action on a Resolution to authorize the expenditure of the discretionary funds from City Council District 2 in an amount not to exceed $6,500.00 for costs associated with meeting the amount required for El Paso Sun City Pride to pay the license and use agreement to use the City Hall parking lot for a Pride event, which serves the municipal purpose of increasing visitors to downtown, contributing to the cultural enrichment, promoting economic vitality, and enhancing community identity and pride.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: Mayor & Council

AGENDA DATE: 06/23/2026

CONTACT PERSON NAME Representative Josh Acevedo **PHONE NUMBER:** 915-212-0002

2nd CONTACT PERSON **PHONE NUMBER:** 1-915-555-5555

3rd CONTACT PERSON **PHONE NUMBER:** 1-915-555-5555

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 4 - Enhance El Paso's Quality of Life

SUBGOAL: 3

SUBJECT:

Discussion and action on a Resolution to authorize the expenditure of the discretionary funds from City Council District 2 in an amount not to exceed $6,500.00 for costs associated with meeting the amount required for El Paso Sun City Pride to pay the license and use agreement to use the City Hall parking lot for a Pride event, which serves the municipal purpose of increasing visitors to downtown, contributing to the cultural enrichment, promoting economic vitality, and enhancing community identity and pride.

COMMUNITY AND STAKEHOLDER OUTREACH:

Rep. Acevedo has been working with El Paso Sun City Pride, the Borderland Rainbow Center, and Destination El Paso to help sponsor and organize this Pride event.

BACKGROUND / DISCUSSION:

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

PRIOR COUNCIL ACTION:

Yes.

AMOUNT AND SOURCE OF FUNDING:

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

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

RESOLUTION

WHEREAS, the El Paso Sun City Pride event helps foster a vibrant and inclusive community increasing visitors to downtown, contributing to cultural enrichment, promoting economic vitality, and enhancing community identity and pride; and

WHEREAS, City Council Representative Josh Acevedo Ed.D., District 2 desires to expend an amount not to exceed an amount up to $6,500.00 to be used towards the costs associated with meeting the amount required for El Paso Sun City Pride to pay the license and use agreement to use the City Hall parking lot for a Pride event; and

WHEREAS, City Council finds the expenditure of District 2 discretionary funds serves a municipal purpose of cultivating and environment conducive to strong economic development, promoting the visual image of El Paso, enhancing El Paso's quality of life and nurturing and promoting a healthy, sustainable community.

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

THAT City Council declares the expenditure of the discretionary funds from City Council District 2 in an amount not to exceed $6,500.00 for costs associated with meeting the amount required for El Paso Sun City Pride to pay the license and use agreement to use the City Hall parking lot for a Pride event, which serves the municipal purpose of increasing visitors to downtown, contributing to the cultural enrichment, promoting economic vitality, and enhancing community identity and pride.

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 effectuate any budget transfers up until August 31, 2026, and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose, and at that time, return any remaining unused funds for this expenditure to the discretionary fund account without further Council action.

(*Signatures on the following page*)

APPROVED this the _____ day of _____ 2026.

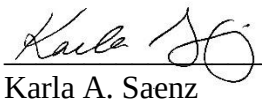
THE CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Karla A. Saenz
Assistant City Attorney

File #: 26-0773, **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 Chris Canales, (915) 212-0008

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 that, the City Council declares the expenditure of District 8 discretionary funds in an amount not to exceed $2,500.00 for the establishment of a scholarship fund to cover costs of attendance by youth residing in District 8 at any City-run youth summer or seasonal camps or programs (hosted by City departments including but not limited to Museums and Cultural Affairs Department, Department of Parks & Recreation, El Paso Public Libraries, El Paso Animal Services, El Paso Zoo and Botanical Gardens, etc.).

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: Mayor and Council

AGENDA DATE: 06/23/2026

CONTACT PERSON NAME Rep. Chris Canales **PHONE NUMBER:** (915)212-0008

2nd CONTACT PERSON - **PHONE NUMBER:** -

3rd CONTACT PERSON - **PHONE NUMBER:** -

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 8 - Nurture & Promote a Helathy,

SUBGOAL: -

SUBJECT:

Discussion and action to approve a resolution

THAT, the City Council declares that the expenditure of District 8 discretionary funds in an amount not to exceed $2,500.00 for the establishment of a scholarship fund to cover costs of attendance by youth residing in District 8 at any City-run youth summer or seasonal camps or programs (hosted by City departments including but not limited to Museums and Cultural Affairs Department, Department of Parks & Recreation, El Paso Public Libraries, El Paso Animal Services, El Paso Zoo and Botanical Gardens, etc.), which serves the municipal purpose of providing recreational and cultural activities to the youth of the City of El Paso, which benefits the community and instills community pride, promotes cultural enrichment, supports local initiatives, and enhances the overall quality of life for El Paso residents; and

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

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

BACKGROUND / DISCUSSION:

N/A

PRIOR COUNCIL ACTION:

No.

AMOUNT AND SOURCE OF FUNDING:

$2,500 from District 8 Discretionary Funds

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

RESOLUTION

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

THAT, the City Council declares that the expenditure of District 8 discretionary funds in an amount not to exceed $2,500.00 for the establishment of a scholarship fund to cover costs of attendance by youth residing in District 8 at any City-run youth summer or seasonal camps or programs (hosted by City departments including but not limited to Museums and Cultural Affairs Department, Department of Parks & Recreation, El Paso Public Libraries, El Paso Animal Services, El Paso Zoo and Botanical Gardens, etc.), which serves the municipal purpose of providing recreational and cultural activities to the youth of the City of El Paso, which benefits the community and instills community pride, promotes cultural enrichment, supports local initiatives, and enhances the overall quality of life for El Paso residents; and

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

APPROVED this _____ day of _____ 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Eric Gutierrez
Senior Assistant City Attorney

File #: 26-0774, **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 on a Resolution to authorize the expenditure of the discretionary funds from City Council District 7 in an amount not to exceed $1,000.00 for costs associated with meeting the amount required for El Paso Sun City Pride to pay the license and use agreement to use the City Hall parking lot for a Pride event, which serves the municipal purpose of increasing visitors to downtown, contributing to the cultural enrichment, promoting economic vitality, and enhancing community identity and pride.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: Mayor & Council

AGENDA DATE: 06/23/2026

CONTACT PERSON NAME Representative Lily Limón **PHONE NUMBER:** 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: 4 - Enhance El Paso's Quality of Life

SUBGOAL: 3

SUBJECT:

Discussion and action on a Resolution to authorize the expenditure of the discretionary funds from City Council District 7 in an amount not to exceed $1,000.00 for costs associated with meeting the amount required for El Paso Sun City Pride to pay the license and use agreement to use the City Hall parking lot for a Pride event, which serves the municipal purpose of increasing visitors to downtown, contributing to the cultural enrichment, promoting economic vitality, and enhancing community identity and pride.

COMMUNITY AND STAKEHOLDER OUTREACH:

Representative Limón has been working with El Paso Sun City Pride, the Borderland Rainbow Center, and Destination El Paso to help sponsor and organize this Pride event.

BACKGROUND / DISCUSSION:

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

PRIOR COUNCIL ACTION:

Yes.

AMOUNT AND SOURCE OF FUNDING:

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

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

RESOLUTION

WHEREAS, the El Paso Sun City Pride event helps foster a vibrant and inclusive community increasing visitors to downtown, contributing to cultural enrichment, promoting economic vitality, and enhancing community identity and pride; and

WHEREAS, City Council Representative Lily Limon, District 7 desires to expend an amount not to exceed an amount up to $1,000.00 to be used towards the costs associated with meeting the amount required for El Paso Sun City Pride to pay the license and use agreement to use the City Hall parking lot for a Pride event; and

WHEREAS, City Council finds the expenditure of District 7 discretionary funds serves a municipal purpose of cultivating and environment conducive to strong economic development, promoting the visual image of El Paso, enhancing El Paso's quality of life and nurturing and promoting a healthy, sustainable community.

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

THAT City Council declares the expenditure of the discretionary funds from City Council District 7 in an amount not to exceed $1,000.00 for costs associated with meeting the amount required for El Paso Sun City Pride to pay the license and use agreement to use the City Hall parking lot for a Pride event, which serves the municipal purpose of increasing visitors to downtown, contributing to the cultural enrichment, promoting economic vitality, and enhancing community identity and pride.

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 effectuate any budget transfers up until August 31, 2026, and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose, and at that time, return any remaining unused funds for this expenditure to the discretionary fund account without further Council action.

(*Signatures on the following page*)

APPROVED this the _____ day of _____ 2026.

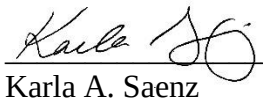
THE CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Karla A. Saenz
Assistant City Attorney

File #: 26-0776, **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
Members of the City Council, Representative Cynthia Boyar Trejo, (915) 212-0004
Members of the City Council, Representative 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 directing the City Manager and City Attorney to negotiate and draft a Community Benefits Agreement (CBA) between the City of El Paso and Meta Platforms, Inc. The agreement shall address environmental protections, financial commitments, utility infrastructure improvements, rate payer protection, workforce development initiatives, support for the Advanced Training Center, and community accountability measures, including safeguards related to water and electric utility resources. The agreement should also include "El Paso First" hiring commitments on the additional 300 operational jobs associated with the data center located in Northeast El Paso.

Further, direct the City Manager to continue the series of roundtable discussions, facilitated by an independent moderator, with suggested roundtable participants, including the Mayor, the City Attorney, representatives from El Paso Water, El Paso Electric, the El Paso Chamber, GEPAR, Meta Platforms, Inc., a resident representative, and an environmental advocate, to assist in the development of the final Community Benefits Agreement. Staff shall return to City Council within 45 days with a draft agreement for consideration and action.

Water Capital Expenditures

Fund, build or upgrade localized water recycling and advanced purification infrastructure, and/or repair old infrastructure. Establish a phased timeline to engineer pipeline design and infrastructure connecting to El Paso Water's brackish groundwater lines or untreated desalination loops. This would guarantee Meta's long-term water supply security for the data center cooling towers while physically leaving more potable water in the local aquifer for residents.

- Futureland: Assist with funding sewer infrastructure for 214 homes located approximately one mile from the data center.

Preserving Our Environment

- Emissions Reduction Fund, develop and install solar generation and battery storage infrastructure to reduce

carbon and localized pollutants.

- Nature-Based Air Quality Solutions

Fund localized, low-water native xeriscaping and urban forestry initiatives (utilizing native, particulate-filtering desert canopy like Honey Mesquite and Desert Willow) surrounding the campus. To mitigate localized temperature and improve neighborhood air quality.

- Funding Local Grid Resilience (Solar + Battery Microgrids)

Upgrade old electrical infrastructure or fund local community solar and battery storage microgrids for El Paso's critical infrastructure (like hospitals or emergency shelters) to ensure that if the local grid faces strain, the community doesn't suffer brownouts.

Ratepayer Protection Fund

Meta would establish a localized escrow fund or direct subsidy program administered by the City to assist El Paso Electric ratepayers from any indirect monthly bill increases.

Localized Workforce and Education Pipeline

With the expanded job projection to 300 permanent roles, ensure these are focused on "Hire El Paso First Program". (The current 380 Agreement requirement is for 50 employees)

- Advance Training Center: A workforce development pipeline established in partnership with local school districts, Workforce Solutions and EPCC to create an advanced training center that prepares students and workers for high-demand careers, including fiber optic technicians, utility professionals, engineers, and server technicians.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: District 4

AGENDA DATE: 06/23/2026

CONTACT PERSON NAME Cynthia Boyar Trejo **PHONE NUMBER:** 915-212-0004

2nd CONTACT PERSON Deanna Maldonado Rocha **PHONE NUMBER:** 915-212-0003

3rd CONTACT PERSON **PHONE NUMBER:** 1-915-555-5555

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 1

SUBGOAL: 4

SUBJECT:

Discussion and action directing the City Manager and City Attorney to negotiate and draft a Community Benefits Agreement (CBA) between the City of El Paso and Meta Platforms, Inc. The agreement shall address environmental protections, financial commitments, utility infrastructure improvements, rate payer protection, workforce development initiatives, support for the Advanced Training Center, and community accountability measures, including safeguards related to water and electric utility resources. The agreement should also include “El Paso First” hiring commitments on the additional 300 operational jobs associated with the data center located in Northeast El Paso.

Further, direct the City Manager to continue the series of roundtable discussions, facilitated by an independent moderator, with suggested roundtable participants, including the Mayor, the City Attorney, representatives from El Paso Water, El Paso Electric, the El Paso Chamber, GEPAR, Meta Platforms, Inc., a resident representative, and an environmental advocate, to assist in the development of the final Community Benefits Agreement. Staff shall return to City Council within 45 days with a draft agreement for consideration and action.

Water Capital Expenditures

COMMUNITY AND STAKEHOLDER OUTREACH:

What methods of outreach were employed to engage the community? What key concerns and priorities were identified among citizens? How many outreach meetings or events were conducted? What was the attendance count for each meeting or event? These questions ensure clear and thorough reporting on community engagement efforts.

BACKGROUND / DISCUSSION:

Dec. 4, 2023: City Council approved a Chapter 380 agreement with Wurldwide LLC for an $800M data center project, 50+ jobs, infrastructure improvements, and an 80% property tax rebate.

Feb. 10, 2026: City Council directed City Manager to develop a data center policy framework and legal review of existing data center 380 agreements

PRIOR COUNCIL ACTION:

Dec. 4, 2023: City Council approved a Chapter 380 agreement with Wurldwide LLC for an $800M data center project, 50+ jobs, infrastructure improvements, and an 80% property tax rebate.

Feb. 10, 2026: City Council directed City Manager to develop a data center policy framework and legal review of

AMOUNT AND SOURCE OF FUNDING:

N/A

File #: 26-0748, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Information Technology, Carolyn Patrick, (915) 212-1408

AGENDA LANGUAGE:

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

Discussion and action on Agreement No. 2026-0393 with Accela Inc., to continue providing permitting, licensing, plan review, inspections, compliance monitoring, and code-enforcement software, along with any related products or services, as authorized each fiscal year through City Council's approval of the annual City budget.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

REVISED
1:25 pm, Jun 16, 2026

DEPARTMENT/COUNCIL OFFICE: Information Technology
AGENDA DATE: June 23, 2026
PUBLIC HEARING DATE: Not Applicable
CONTACT PERSON NAME: Carolyn Patrick, Information Technology **PHONE NUMBER:**(915) 212-1408
2nd CONTACT PERSON NAME: Claudia A. Garcia, Purchasing & Strategic Sourcing **PHONE NUMBER:**(915) 212-0043
DISTRICT(S) AFFECTED: All

AGENDA ITEM:
Discussion and action on Agreement No. 2026-0393 with Accela Inc., to continue providing permitting, licensing, plan review, inspections, compliance monitoring, and code-enforcement software, along with any related products or services, as authorized each fiscal year through City Council's approval of the annual City budget.

ISSUE STATEMENT:
City Council is asked to approve the award of a replacement contract directly with Accela, Inc. This contract will allow the use of Accela Subscription Services, Enhanced Reporting Database (ERD), and Managed Application Services (MAS), which support the City's existing Accela Civic Platform environment for permitting, licensing, inspections, compliance monitoring and code enforcement functions.

BACKGROUND:
On March, 2008 the City entered into an agreement Accela, Inc. for an initial term of ten (10) years.

On April, 2019, Accela was awarded a sole source procurement, No. 2019-985, for a term of sixteen (16) months, which was subsequently renewed for a term of three (3) years.

Accela products and services have been acquired by the City through Carahsoft Technology Corporation since 2024 to date under the General Services Administration Cooperative program (GSA 47QSWA18D008F).

The City's Department of Information Technology has identified cost savings by reverting to a direct agreement with Accela.

This long-standing relationship reflects the City's continued investment in Accela products and solutions, which have consistently provided reliable support of the City's diverse and evolving information technology needs.

Contract Variance: The difference based in comparison to the yearly subscription service pricing is as follows: A decrease of $213,630.52 which represents a 13.51%decrease due to:

1. The proposed direct pricing from the service provider is 13.51% lower than the pricing available through the cooperative purchasing program currently used for these services.

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:
Not Applicable

RELATED POLICIES:

1. Procurement Sourcing Policy

PRIOR COUNCIL ACTION:

Not Applicable

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: N/A
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. Sole Source Letter
2. Sole Source Affidavit
3. Subscription Service Agreement
4. Resolution

FOR MORE INFORMATION:

Melissa Avila	915-212-1407	avilam1@elpasotexas.gov

April 28, 2026

Nicole S. Valerio
City of El Paso
Information Technology Services
218 N. Campbell
El Paso, TX 79901

Re: Sole Source Status

Dear Customer:

Please allow me to offer the following information to clarify the source status of Accela, Inc.'s ("Accela") products and services. Accela, as owner and software manufacturer of Accela software products and services, is the sole source provider of technical support and maintenance for all Accela software products and services licensed to the City of El Paso, including Accela Multi Solution SaaS User (Building, Environmental Health, Service Request Management), Enhanced Reporting Database, Managed Application Services, and others. No third-party vendor, company, or entity is authorized to develop new features for, provide development services for, or to maintain these products and services.

If you have any questions or concerns, please contact Madina Sharifi via email at msharifi@accela.com.

Sincerely,

Michael E Gigliello

Michael E. Gigliello
Controller

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 Michael E Gigliello 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 Michael E Gigliello. 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: Accela, Inc.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s): Accela Multi Solution SaaS User (Building, Environmental Health, Service Request Management), Enhanced Reporting Database, Managed Application Services, and others.
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.**

Michael E Gigliello
Signature

SUBSCRIBED AND SWORN to before me on this 28th day of April 2026

Dina Lee Alvarado
NOTARY PUBLIC
Dina Lee Alvarado — State of Texas
PRINTED NAME — County of Dallas
12/15/2029
MY COMMISSION EXPIRES

Dina Lee Alvarado
ID NUMBER
124414035
COMMISSION EXPIRES
December 15, 2029

Electronically signed and notarized online using the Proof platform.

COMPANY NAME: Accela, Inc.
ADDRESS, CITY, S TATE & ZIP CODE 9110 Alcosta Blvd, Ste H #3030, San Ramon, CA 94583
PHONE: 925-659-3275 FAX NUMBER:
CONTACT NAME AND TITLE: Kristine Nelson, Renewal Account Manager
WEB ADDRESS: EMAIL: knelson@accela.com
FEDERAL TAX ID NUMBER: 94-276-7678 TEXAS SALES TAX NUMBER:

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Certificate of Acknowledgement

Document Date: 04/28/2026

Number of Pages (including notarial certificate): 2

State of Texas

County of Dallas

This instrument was acknowledged before me by means of an interactive two-way audio and video communication on 04/28/2026 by Michael E Gigliello.

Dina Lee Alvarado

NOTARY PUBLIC STATE OF TEXAS

Dina Lee Alvarado

ID NUMBER
124414035
COMMISSION EXPIRES
December 15, 2029

REVISED
1:26 pm, Jun 16, 2026

RESOLUTION

WHEREAS, the City of El Paso (City) currently uses government software provided by Accela, Inc. (Accela) for permitting, licensing, plan review, inspections, compliance monitoring and code enforcement functions; and

WHEREAS, on or about March, 2008 the City entered into an agreement Accela, Inc. for an initial term of ten (10) years; and

WHEREAS, on or about April, 2019 Accela was awarded a sole source procurement, No. 2019-985, for a term of sixteen (16) months; and

WHEREAS the agreement No. 2019-985 was subsequently renewed for a term of three (3) years; and

WHEREAS, Accela products and services have been acquired by the City through Carahsoft Technology Corporation since 2024 to date; and

WHEREAS, the City's Department of Information Technology have identified cost savings by reverting to a direct agreement with Accela (No. 2026-0393); and

WHEREAS, the City's Department of Information Technology acknowledges that continuing its relationship with Accela will allow the City to best leverage prior years of investment and implementation of software solutions; and

WHEREAS, the City's Department of Information Technology desires to continue utilizing Accela software, along with any related products or services, for permitting, licensing, plan review, inspections, compliance monitoring and code enforcement functions; and

WHEREAS, the City will continue to align its use of Accela products and services with the annual City budget process, whereby the projected usage of Accela software solutions is reviewed, updated, and authorized by the City Council of the City of El Paso through approval of the applicable fiscal year budget resolution and its associated schedules; and

WHEREAS, the City will maintain access to Accela's current and future services and products to continue to build upon its long-term investment in Accela's technologies;

NOW, THEREFORE, IT IS RESOVLED THAT:

1. The recitals contained in this Resolution regarding Agreement No. 2026-0393, Accela Inc, are hereby found to be true and correct and are incorporated herein by reference.

2. That all expenditures stemming from contractual obligations for Fiscal Year 2026 (FY26) with Accela, which are required to meet the City's IT needs, are approved through FY26;

3. The City Attorney's Office review and that the Purchasing Director is authorized to execute any related necessary documents during the life of the Agreement;

4. That future fiscal year expenditures with Accela will be governed by City Council's approval of the annual City budget, specifically projections and updates by the Department of Information Technology, which shall be incorporated in Schedule E of the City's annual Budget Resolution;

5. That the City Manager or designee be authorized to execute any documents and budget transfers required to effectuate the intent of this Resolution.

APPROVED this day___ of _____, 2026.

THE CITY OF EL PASO

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Carolyn Patrick, Deputy Chief Information Officer
Information Technology

_____
Claudia A. Garcia, Director
Purchasing & Strategic Sourcing Department

REVISED
1:26 pm, Jun 16, 2026

ACCELA SUBSCRIPTION SERVICES AGREEMENT

This Accela Subscription Services Agreement (this "***Agreement***") is entered into as of the date of the applicable Order, as defined below, that incorporates these terms (the "***Effective Date***") by and between Accela, Inc. and the entity identified in such Order ("***Customer***").

1. **DEFINITIONS.**

1.1 "***Accela System***" means the information technology infrastructure used by or on behalf of Accela in performing the Subscriptions Services, including all computers, software (including but not limited to Accela Software), hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Accela or its third party suppliers.

1.2 "***Aggregate Data***" means data and information related to Customer's use of the Subscription Services, including anonymized analysis of all data processed in the Subscription Services, that is used by Accela in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of the Services.

1.3 "***Authorized User***" means one named employee, contractor, or agent of Customer (each identified by a unique email address) for whom Customer has purchased a subscription to the Subscription Services and who is authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement.

1.4 "***Consulting Services***" means packaged or time and materials consulting, review, training, or other services (but excluding Subscription and Support Services) delivered by Accela to Customer pursuant to an Order. The current Consulting Services Policy is available at www.accela.com/terms/.

1.5 "***Customer Data***" means the content, materials, and data that Customer, Authorized Users, and External Users enter into the Subscription Services. Customer Data does not include any component of the Subscription Services, material provided by or on behalf of Accela, or Aggregate Data.

1.6 "***Documentation***" means the then-current technical and functional user documentation in any form made generally available by Accela for the Subscription Services.

1.7 "***External Users***" means third party users of the Subscription Services that access the public-facing interfaces of the Subscription Services to submit queries and requests to facilitate communications between such third party and Customer.

1.8 "***Intellectual Property Rights***" means any patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights, in all cases whether or not registered or registrable and recognized in any country or jurisdiction in the world.

1.9 "***Order***" means an Accela order form or other mutually acceptable document fully executed between Customer and Accela that incorporates this Agreement.

1.10 "***Service Availability Policy***" means the Service Availability and Security Policy located at www.accela.com/terms/.

1.11 "***Subscription Services***" means the civic administration services, comprised of the Accela System, Software, and Support Services, to which Customer may license access to in accordance with the terms herein.

1.12 "***Software***" means any licensed software (including client software for Authorized Users' devices) and Documentation that Accela uses or makes available as part of the Subscription Services.

1.13 "***Support Services***" means those technical and help services provided by Accela in accordance with the Software Support Services Policies (SaaS) located at www.accela.com/terms/.

1.14 "***Subscription Period***" means the duration of Customer's authorized use of the Subscription Services as designated in the Order.

2. **USAGE AND ACCESS RIGHTS**.

2.1 Right to Access. Subject to the terms and conditions of this Agreement, Accela hereby grants to Customer a limited, non-exclusive, non-transferable right and license during the Subscription Period, to permit: (i) Authorized Users to access and use the internal and administrative interfaces of the Subscription Services in accordance with the Documentation to support Customer's internal business purposes and (ii) its External Users the ability to access and use the publicly available interfaces to submit requests and information to Customer. Each instance of the Subscription Service shall be provisioned with the amount of storage set forth in the Order and additional storage may be purchased at the then-current rates.

2.2 Support Services & Service Availability. During the Subscription Period, Accela shall provide to Customer the Support Services specified in the Order and shall make all commercially reasonable efforts to attain the service levels specified in the applicable policies. The remedies set forth in the Software Support Services Policies (SaaS) and Service Availability and Security Policy are the sole and exclusive remedies for any breach of the service levels. Customer grants Accela a royalty-free, worldwide, transferable, sub- licensable, irrevocable, perpetual license to use or incorporate into its software or services any suggestions or other feedback provided by Customer or Authorized Users relating to the operation or features of the Subscription Services.

2.3 Purchasing Consulting Services. Customer may purchase Consulting Services from Accela by executing an Order for such services. All prices are exclusive of travel and expenses, which will be invoiced at actual cost, without markup, and will comply with the Consulting Services Policy located at www.accela.com/terms/ or as otherwise agreed in the applicable Order. If applicable, one Consulting Services day shall be equal to eight (8) hours.

2.4 Restrictions on Use. Customer shall not, and shall not permit others to: (i) use or access the Subscription Services in any manner except as expressly permitted by the Agreement, including but not limited to, in a manner that circumvents contractual usage restrictions set forth in this Agreement; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided herein; (iii) use the Subscription Service in a way that: (a) violates or infringes upon the rights of a third party; or (b) stores or transmits libelous, tortious, or otherwise unlawful material or malicious code or viruses; (iv) create derivative works, reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services (except to and only to the extent such rights are proscribed by law); (v) interfere with or disrupt the security, integrity, operation, or performance of the Subscription Services; (vi) access, use, or provide access or use to the Subscription Services or Documentation for the purposes of competitive analysis or the development, provision, or use of a competing software, SaaS or product or any other purpose that is to Accela's detriment or commercial disadvantage; (vii) provide access to the Subscription Services to competitors of Accela; (viii) access or use components of the Subscription Service not licensed by Customer; (ix) use or allow the use of the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 12.3, Compliance with Laws); (x) remove, delete, alter or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Subscription Services; or (xi) access or use the Subscription Services in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems or applications, any safety

response systems or other safety-critical applications, or any other use or application in which the use or failure of the Subscription Services could lead to personal injury or severe physical or property damage.

2.5 Ownership. Accela retains all Intellectual Property Rights, including all rights, title and license to the Subscription Service, Software, Accela System, Support Services, Consulting Services, and Aggregate Data, any related work product of the foregoing and all derivative works thereof by whomever produced; provided however, that to the extent such materials are delivered to Customer as part of the Subscription Services, Consulting Services or Support Services then Customer shall receive a limited license consistent with the terms of Section 2 to use such materials during the Subscription Period.

2.6 Customer's Responsibilities. Customer will: (i) be responsible for meeting Accela's applicable minimum system requirements for use of the Subscription Services set forth in the Documentation; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account; (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Services and Customer Data under its account, and notify Accela promptly of any such unauthorized access or use; (v) use the Subscription Services only in accordance with the applicable Documentation, laws and government regulations; and (vi) pay its Subscription fees in full for the Subscription Period.

3. **PAYMENT TERMS.**

3.1 Purchases Directly from Accela. Except as otherwise set forth in an Order, Subscription fees will be invoiced annually in advance throughout the Subscription Period, and such fees shall be due and payable on the first day of each annual period. At the end of each Subscription Period, the Customer will receive a renewal Order for the renewal Subscription Period, and such renewal fees will be due and payable on the first day of the renewal Subscription Period. Thereafter, Subscription fees for the renewal Subscription Period will be invoiced annually in advance throughout the Subscription Period, and such fees shall be due and payable on the first day of each annual period. All other invoices shall be due and payable net thirty (30) from the date of the applicable invoice. All amounts payable to Accela under this Agreement shall be paid by Customer in full without any setoff, deduction, debit, or withholding for any reason. Any late payments shall be subject to an additional charge of the lesser of 1.5% per month or the maximum permitted by law. All Subscription Services fees are exclusive of any taxes, levies, duties, withholding or similar governmental assessments of any nature (collectively, "***Taxes***"). If any such Taxes are owed or payable for such transactions, they shall be paid separately by Customer without set-off to the fees due Accela.

3.2 Purchases from Authorized Resellers. In the event that Customer has purchased any products or services through a reseller, subject to these terms, any separate payment arrangements and terms shall be exclusively through such reseller and Accela is not a party to such transactions. Accela's sole obligations are set forth herein and Customer acknowledges that its rights hereunder may be terminated for non-payment to such third party.

4. **CONFIDENTIALITY.** As used herein, "***Confidential Information***" means all confidential information disclosed by a one party to this Agreement to the other party of this Agreement whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (ii) was known to the receiving party prior to its disclosure without breach of any obligation owed to the disclosing party; (iii) is received without restriction from a third party without breach of any obligation owed to the disclosing party; or (iv) was independently developed by the receiving party without the use of the disclosing party's Confidential Information. Each party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information except as permitted herein, and will limit access to Confidential Information to those of

its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound to protect such Confidential Information consistent with this Agreement. The receiving party may disclose Confidential Information if it is compelled by law to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's request and cost, to contest, limit, or protect the disclosure.

5. **CUSTOMER DATA.**

5.1 Ownership. Customer reserves all its rights, title, and interest in and to the Customer Data. No rights are granted to Accela hereunder with respect to the Customer Data, except as otherwise set forth explicitly in Section 5.

5.2 Usage. Customer shall be responsible for Customer Data, as defined above, and as entered into, applied in, or used in the Subscription Services. Customer acknowledges that Accela generally does not have access to Customer Data as it is entered into the Subscription Services and Accela cannot retrieve lost Customer Data. Customer grants to Accela the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for Accela: (i) to provide the Subscription Services; (ii) to verify Customer's compliance with the restrictions set forth in Section 2.4 (Restrictions on Use) if Accela has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement. Accela may utilize the information concerning Customer's use of the Subscription Services (excluding any use of Customer's Confidential Information) to improve Subscription Services, to provide Customer with reports on its use of the Subscription Services, and to compile aggregate statistics and usage patterns by customers using the Subscription Services.

5.3 Use of Aggregate Data. Customer agrees that Accela may collect, use, and disclose Aggregate Data, as defined above, derived from the use of the Subscription Services for industry analysis, benchmarking, analytics, marketing, and other business purposes. All Aggregate Data collected, used, and disclosed will be in aggregate form only and will not identify Customer, its Authorized Users or any third parties utilizing the Subscription Services.

6. **WARRANTIES AND DISCLAIMERS.**

6.1 Subscription Services Warranty. During the Subscription Period, Accela warrants that Subscription Services shall perform materially in accordance with the applicable Documentation. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to: (a) repair the Subscription Services in question; (b) replace the Subscription Services in question with those of substantially similar functionality; or (c), after making all commercially reasonable attempts to do the foregoing, terminate the applicable Subscription Services and refund all unused, prepaid fees paid by Customer for such non-compliant Subscription Services.

6.2 Consulting Services Warranty. For ninety (90) days from the applicable delivery, Accela warrants that Consulting Services shall be performed in a professional and workmanlike manner. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to (a) re-perform the Consulting Services in a compliant manner; or, after making all commercially reasonable attempts to do the foregoing, (b) refund the fees paid for the non-compliant Consulting Services.

6.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELA MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SECURITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6.4. Cannabis-Related Activities. If Customer purchases any Subscription Services for use with any cannabis-related activities, the following additional disclaimers shall apply: Accela is considered a software service provider

to its customers and not a cannabis related business or agent thereof. In addition to the foregoing, Accela only retains Subscription Services fees of this Agreement from its Customer for general software services, a state or local government agency, and does not retain these fees from any type of External Users. It is the sole responsibility of the Customer to offer state law compliant services, which may be coordinated and facilitated through the use of the Subscription Services. Accela makes no representations, promises, or warranties with respect to the legality, suitability, or otherwise regarding any third party provider, including partners, and have no responsibility or liability with respect to services provided to Customer by such third parties.

7. **INDEMNIFICATION.** Accela will defend (or at Accela's option, settle) any third party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Subscription Services, as furnished by Accela hereunder, infringes or misappropriates the Intellectual Property Rights of any third party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided that Customer provides: (a) Accela notice of such claim as soon practical and in no event later than would reasonably permit Accela to respond to such claim, (b) reasonable cooperation to Accela, at Accela's expense, in the defense and/or settlement of such claim and (c) Accela the sole and exclusive control of the defense, litigation and settlement of such claim. In the event that Accela reasonably believes, in its sole discretion, that such claim may prevail or that the usage of the Subscription Services may be joined, Accela may seek to: (a) modify the Subscription Services such that it will be non-infringing (provided such modification does not materially reduce the functionality or performance of Customer's installed instance); (b) replace the Subscription Services with a service that is non-infringing and provides substantially similar functionality and performance; or, if the first two options are not commercially practicable, (c) terminate the remainder of the Subscription Period and refund any, pre-paid, unused fees received by Accela. Accela will have no liability under this Section 7 to the extent any claims arise from (i) any combination of the Subscription Services with products, services, methods of a third party; (ii) a modification of the Subscription Services that were either implemented by anyone other than Accela or implemented by Accela in accordance with Customer specifications; (iii) any use of the Subscription Services in a manner that violates this Agreement or the instructions given to Customer by Accela; (iv) a version of the Subscription Services other than the current, fully patched version, provided such updated version would have avoided the infringement; or (v) Customer's breach of this Agreement. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF ACCELA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS RELATED TO THIS AGREEMENT.

8. **LIMITATION OF LIABILITY.** SUBJECT TO APPLICABLE TEXAS LAW, EXCEPT FOR LIABILITY ARISING OUT OF EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY, OR CUSTOMER'S BREACH OF SECTION 2, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT. EXCEPT FOR LIABILITY ARISING OUT OF CUSTOMER'S BREACH OF SECTION 2, OR EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9. **SECURITY.** Accela has implemented commercially viable and reasonable information security processes, policies, and technology safeguards to protect the confidentiality and integrity of Customer Data, personal data protect against reasonably anticipated threats. Customer acknowledges that, notwithstanding security features of

the Subscription Services, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi- governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 6, Accela will have no liability for any such security breach. Customer further acknowledges that the Subscription Services is not guaranteed to operate without interruptions, failures, or errors. If Customer or Authorized Users use the Subscription Services in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Accela and hold it harmless against those risks.

10. **THIRD PARTY SERVICES.** Customer may choose to obtain a product or service from a third party that is not directly produced by Accela as a component of the Subscription Services ("***Third Party Services***"), and this may include third party products resold by Accela. Accela assumes no responsibility for, and specifically disclaims any liability, warranty or obligation with respect to, any Third Party Services or the performance of the Subscription Services (including Accela's service level commitment) when the Subscription Services are used in combination with or integrated with Third Party Services.

11. **TERM AND TERMINATION.**

11.1 Agreement Term. This Agreement shall become effective on the Effective Date and shall continue in full force and effect until the expiration of the Subscription Periods set forth in an applicable Order governed by the Agreement.

11.2 Subscription Periods & Renewals. Subscription Periods begin as specified in the applicable Order and, unless terminated earlier in accordance with this Agreement, continue for the full Subscription Period specified therein. Except as otherwise specified in the applicable Order, (a) all Subscription Services will automatically renew for additional Subscription Periods equal to the expiring Subscription Period, unless either party gives the other at least sixty (60) days' notice of non-renewal before the end of the relevant Subscription Period and (b), Orders may only be cancelled or terminated early in accordance with Section 11.3. Subscription Services renewals may be subject to an annual increase, for which Accela shall provide Customer notice prior to the renewal of the Subscription Period. In the event of any non-renewal or other termination, Customer's right to use the Subscription Services will terminate at the end of the relevant Subscription Period.

11.3 Termination or Suspension for Cause. A party may terminate this Agreement and Subscription Services license granted hereunder for cause upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. Either party may terminate immediately if the other party files for bankruptcy or becomes insolvent. Accela may, at its sole option, suspend Customer's or any Authorized User's access to the Subscription Services, or any portion thereof, immediately if Accela: (i) suspects that any person other than Customer or an Authorized User is using or attempting to use Customer Data; (ii) suspects that Customer or an Authorized User is using the Subscription Services in a way that violates this Agreement and could expose Accela or any other entity to harm or legal liability; (iii) is or reasonably believes it is required to do so by law or court order or; (iv) Customer's payment obligations are more than ninety (90) days past due, provided that Accela has provided at least thirty (30) days' notice of such suspension for delinquent payment. Should Customer terminate this Agreement for cause, Accela will refund a pro-rata portion of unused, pre-paid fees for the non-compliant Services.

11.4 Effect of Termination. If this Agreement expires or is terminated for any reason: (i) within thirty (30) calendar days following the end of Customer's final Subscription Period, upon Customer's request, Accela will provide Customer Data and associated documents in a database dump file; provided that Customer pays (a) all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates, and (b) any and all unpaid amounts due to Accela; (ii) licenses and use rights granted to Customer with respect to Subscription Services and intellectual property will immediately terminate; and (iii) Accela's obligation to provide any further

services to Customer under this Agreement will immediately terminate, except as mutually agreed between the parties. If the Subscription Services are nearing expiration date or are otherwise terminated, Accela will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Accela. Accela's current Data Storage Policy can be accessed www.accela.com/terms/.

11.5 Survival. Sections 2.5 (Ownership), 4 (Confidentiality), 6.3 (Disclaimer), 8 (Limitation of Liability), 11.4 (Effect of Termination), 11.5 (Surviving Provisions), and 12 (General Provisions) will survive any termination or expiration of this Agreement.

12. **GENERAL.**

12.1 Notice. Except as otherwise specified in this Agreement, all notices, permissions, and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) three days after sending registered, return receipt requested, post or; (iii) one day after sending by commercial overnight carrier. Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Subscription Services.

12.2 Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of Texas without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the subject matter of this Agreement will be the state and federal courts located in the Western District of Texas and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

12.3 Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Further, in connection with the services performed under this Agreement and Customer's use of the Subscription Services, the parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes, and regulations.

12.4 Assignment. Customer may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of Accela, which shall not be unreasonably withheld. Any attempted assignment or transfer, without such consent, will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.5 Publicity. Notwithstanding anything to the contrary, each party will have the right to publicly announce the existence of the business relationship between parties without disclosing the specific terms of the Agreement.

12.6 Miscellaneous. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect. Accela will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Accela. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties. This Agreement, including any attachments hereto as mutually agreed upon by the parties, constitute the entire agreement between the parties concerning its subject matter and it supersedes all prior communications, agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary, no additional or conflicting terms or conditions stated in any of Customer's purchase order documentation or otherwise will be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

In WITNESS WHERE OF, the parties have indicated their acceptance of the terms of this Agreement by their signatures below.

ACCELA, INC.		**CUSTOMER:** _____	
Signature:	Signed by: Michael E Gigliello 73668EE5EB274C8...	Signature:	_____
Name:	Michael E Gigliello	Name:	_____
Title:	Controller	Title:	_____
Date:	Jun-09-2026	Date:	_____

APPROVED AS TO FORM:

Juan S. Gonzalez
Senior Assistant City Attorney

9110 Alcosta Blvd, Suite H #3030
San Ramon, CA, 94583

Proposed by: Kristine Nelson
Contact Phone: 212.430.4767
Contact Email: knelson@accela.com
Quote ID: Q-39680
Valid Through: 4/30/2026
Currency: USD

Renewal Order Form

Address Information

Bill To:
City of El Paso TX
7968 San Paulo Drive
El Paso, Texas, 79907
United States

Ship To:
City of El Paso TX
7968 San Paulo Drive
El Paso, Texas79907
United States

Billing Name: Carolyn Patrick
Billing Phone: 915-212-2000
Billing Email: patrickc@elpasotexas.gov

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 1	06/30/2026	06/29/2027	12	$2,330.47	444	$1,034,730.28
> Accela Building - SaaS	Year 1	06/30/2026	06/29/2027	12	$0.00	444	$0.00
> Accela Environmental Health - SaaS	Year 1	06/30/2026	06/29/2027	12	$0.00	444	$0.00
> Accela Service Request Management - SaaS	Year 1	06/30/2026	06/29/2027	12	$0.00	444	$0.00
Enhanced Reporting Database (ERD)	Year 1	06/30/2026	06/29/2027	12	$103,473.03	1	$103,473.03
Velosimo Connector (3rd Party Service)	Year 1	06/30/2026	06/29/2027	12	$11,585.03	1	$11,585.03
						TOTAL:	$1,149,788.34

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 2	06/30/2027	06/29/2028	12	$2,423.69	444	$1,076,119.49
> Accela Building - SaaS	Year 2	06/30/2027	06/29/2028	12	$0.00	444	$0.00
> Accela Environmental Health - SaaS	Year 2	06/30/2027	06/29/2028	12	$0.00	444	$0.00
> Accela Service Request Management - SaaS	Year 2	06/30/2027	06/29/2028	12	$0.00	444	$0.00
Enhanced Reporting Database (ERD)	Year 2	06/30/2027	06/29/2028	12	$107,611.95	1	$107,611.95
Velosimo Connector (3rd Party Service)	Year 2	06/30/2027	06/29/2028	12	$12,048.43	1	$12,048.43
						TOTAL:	$1,195,779.87

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 3	06/30/2028	06/29/2029	12	$2,520.64	444	$1,119,164.27
> Accela Building - SaaS	Year 3	06/30/2028	06/29/2029	12	$0.00	444	$0.00
> Accela Environmental Health - SaaS	Year 3	06/30/2028	06/29/2029	12	$0.00	444	$0.00
> Accela Service Request Management - SaaS	Year 3	06/30/2028	06/29/2029	12	$0.00	444	$0.00
Enhanced Reporting Database (ERD)	Year 3	06/30/2028	06/29/2029	12	$111,916.43	1	$111,916.43
Velosimo Connector (3rd Party Service)	Year 3	06/30/2028	06/29/2029	12	$12,530.37	1	$12,530.37
						TOTAL:	$1,243,611.07

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 4	06/30/2029	06/29/2030	12	$2,621.47	444	$1,163,930.84
> Accela Building - SaaS	Year 4	06/30/2029	06/29/2030	12	$0.00	444	$0.00
> Accela Environmental Health - SaaS	Year 4	06/30/2029	06/29/2030	12	$0.00	444	$0.00
> Accela Service Request Management - SaaS	Year 4	06/30/2029	06/29/2030	12	$0.00	444	$0.00
Enhanced Reporting Database (ERD)	Year 4	06/30/2029	06/29/2030	12	$116,393.09	1	$116,393.09
Velosimo Connector (3rd Party Service)	Year 4	06/30/2029	06/29/2030	12	$13,031.58	1	$13,031.58
						TOTAL:	$1,293,355.51

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 5	06/30/2030	06/29/2031	12	$2,726.32	444	$1,210,488.07
> Accela Building - SaaS	Year 5	06/30/2030	06/29/2031	12	$0.00	444	$0.00
> Accela Environmental Health - SaaS	Year 5	06/30/2030	06/29/2031	12	$0.00	444	$0.00
> Accela Service Request Management - SaaS	Year 5	06/30/2030	06/29/2031	12	$0.00	444	$0.00
Enhanced Reporting Database (ERD)	Year 5	06/30/2030	06/29/2031	12	$121,048.81	1	$121,048.81
Velosimo Connector (3rd Party Service)	Year 5	06/30/2030	06/29/2031	12	$13,552.84	1	$13,552.84
						TOTAL:	$1,345,089.72

Pricing Summary

Period	Net Total
Year 1	$1,149,788.34
Year 2	$1,195,779.87
Year 3	$1,243,611.07
Year 4	$1,293,355.51
Year 5	$1,345,089.72
Total	**$6,227,624.51**

Renewal Terms/Information:

1. Notwithstanding anything to the contrary, this Order Form for Subscription Services, Enhanced Reporting Database (ERD), and Managed Application Services (MAS) is governed by the applicable terms and conditions at Accela Terms (collectively, the "Agreement")

2. No additional or conflicting terms or conditions stated in Customer's order documentation, including, without limitation, purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null and void.

3. For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela's customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality.

4. Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase.

5. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.

6. Pricing is based upon payment by ACH and check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.

7. Customer may purchase additional licenses at the same price and for the same term as the licenses in this Order Form. Additional licenses purchased in this way will have the same annual price applicable for the purchase period and will have the same uplift and term dates as Customer's existing licenses.

8. Use of Velosimo products is subject to the applicable terms and conditions provided at Velosimo.

9. The necessary access URL and credentials will be provided to allow the Customer and its Authorized Users access to the subscription service.

10. If Customer has Enhanced Reporting Database, pricing will be based on a percentage of SaaS Annual Contract Value. As SaaS Annual Contract Value increases/decreases based on seat count changes or annual uplift ERD pricing will be adjusted accordingly at contract renewal.

11. This Order Form reflects a reduced user count from 481 Multi Solution (Accela Building, Accela Environmental Health, Accela Service Request Management Users to 444 Multi Solution (Accela Building, Accela Environmental Health, Accela Service Request Management Users.

Signatures	
Accela, Inc.	**Customer**
Signature: Signed by: Michael E Gigliello 73668EE5EB274C8...	Signature:
Print Name: Michael E Gigliello	Print Name:
Title: Controller	Title:
Date: Apr-07-2026	Date:

9110 Alcosta Blvd, Suite H #3030
San Ramon, CA, 94583

Proposed by: Kristine Nelson
Contact Phone: 212.430.4767
Contact Email: knelson@accela.com
Quote ID: Q-40532
Valid Through: 6/30/2026
Currency: USD

Renewal Order Form

Address Information

Bill To:
City of El Paso, TX
7968 San Paulo Drive
El Paso, Texas, 79907
United States

Ship To:
City of El Paso, TX
7968 San Paulo Drive
El Paso, Texas79907
United States

Billing Name: Carolyn Patrick
Billing Phone: 915-212-2000
Billing Email: patrickc@elpasotexas.gov

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Managed Application Services (MAS)	Year 1	09/01/2026	08/31/2027	12	$187,687.50	1	$187,687.50
						TOTAL:	$187,687.50

Pricing Summary

Period	Net Total
Year 1	$187,687.50
Total	**$187,687.50**

Renewal Terms/Information:

1. Notwithstanding anything to the contrary, this Order Form for Subscription Services, Enhanced Reporting Database (ERD), and Managed Application Services (MAS) is governed by the applicable terms and conditions at Accela Terms (collectively, the “Agreement”)

2. No additional or conflicting terms or conditions stated in Customer’s order documentation, including, without limitation, purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null and void.

3. For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela’s customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality.

4. Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start

Date of Customer's first Subscription purchase.

5. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.

6. Pricing is based upon payment by ACH and check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.

7. Customer may purchase additional licenses at the same price and for the same term as the licenses in this Order Form. Additional licenses purchased in this way will have the same annual price applicable for the purchase period and will have the same uplift and term dates as Customer's existing licenses.

8. Notwithstanding any terms to the contrary, this Renewal Order Form is for a one (1) year MAS renewal.

Signatures	
Accela, Inc.	**Customer**
Signature: Signed by: Michael E Gigliello 73668EE5EB274C8...	Signature:
Print Name: Michael E Gigliello	Print Name:
Title: Controller	Title:
Date: Jun-11-2026	Date:

9110 Alcosta Blvd, Suite H #3030
San Ramon, CA, 94583

Proposed by: Kristine Nelson
Contact Phone: 212.430.4767
Contact Email: knelson@accela.com
Quote ID: Q-39085
Valid Through: 4/30/2026
Currency: USD

Renewal Order Form

Address Information

Bill To:
El Paso City Environmental Services, TX
300 N. Campbell
El Paso, Texas, 79901
United States

Ship To:
El Paso City Environmental Services, TX
7968 San Paulo Drive
El Paso, Texas79907
United States

Billing Name: Miriam Ramirez
Billing Phone:
Billing Email: ramirezm@elpasotexas.gov

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 1	06/30/2026	06/29/2027	12	$2,330.47	13	$30,296.16
> Accela Building - SaaS	Year 1	06/30/2026	06/29/2027	12	$0.00	13	$0.00
> Accela Environmental Health - SaaS	Year 1	06/30/2026	06/29/2027	12	$0.00	13	$0.00
> Accela Service Request Management - SaaS	Year 1	06/30/2026	06/29/2027	12	$0.00	13	$0.00
						TOTAL:	$30,296.16

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 2	06/30/2027	06/29/2028	12	$2,423.69	13	$31,508.01
> Accela Building - SaaS	Year 2	06/30/2027	06/29/2028	12	$0.00	13	$0.00
> Accela Environmental Health - SaaS	Year 2	06/30/2027	06/29/2028	12	$0.00	13	$0.00
> Accela Service Request Management - SaaS	Year 2	06/30/2027	06/29/2028	12	$0.00	13	$0.00
						TOTAL:	$31,508.01

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 3	06/30/2028	06/29/2029	12	$2,520.64	13	$32,768.33
> Accela Building - SaaS	Year 3	06/30/2028	06/29/2029	12	$0.00	13	$0.00
> Accela Environmental Health - SaaS	Year 3	06/30/2028	06/29/2029	12	$0.00	13	$0.00

> Accela Service Request Management - SaaS	Year 3	06/30/2028	06/29/2029	12	$0.00	13	$0.00
						TOTAL:	$32,768.33

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 4	06/30/2029	06/29/2030	12	$2,621.47	13	$34,079.06
> Accela Building - SaaS	Year 4	06/30/2029	06/29/2030	12	$0.00	13	$0.00
> Accela Environmental Health - SaaS	Year 4	06/30/2029	06/29/2030	12	$0.00	13	$0.00
> Accela Service Request Management - SaaS	Year 4	06/30/2029	06/29/2030	12	$0.00	13	$0.00
						TOTAL:	$34,079.06

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 5	06/30/2030	06/29/2031	12	$2,726.32	13	$35,442.22
> Accela Building - SaaS	Year 5	06/30/2030	06/29/2031	12	$0.00	13	$0.00
> Accela Environmental Health - SaaS	Year 5	06/30/2030	06/29/2031	12	$0.00	13	$0.00
> Accela Service Request Management - SaaS	Year 5	06/30/2030	06/29/2031	12	$0.00	13	$0.00
						TOTAL:	$35,442.22

Pricing Summary

Period	Net Total
Year 1	$30,296.16
Year 2	$31,508.01
Year 3	$32,768.33
Year 4	$34,079.06
Year 5	$35,442.22
Total	**$164,093.78**

Renewal Terms/Information:

1. Notwithstanding anything to the contrary, this Order Form for Subscription Services, Enhanced Reporting Database (ERD), and Managed Application Services (MAS) is governed by the applicable terms and conditions at Accela Terms (collectively, the “Agreement”)

2. No additional or conflicting terms or conditions stated in Customer’s order documentation, including, without limitation, purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null and void.

3. For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela’s customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality.

4. Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not

listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase.

5. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.

6. Pricing is based upon payment by ACH and check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.

7. Customer may purchase additional licenses at the same price and for the same term as the licenses in this Order Form. Additional licenses purchased in this way will have the same annual price applicable for the purchase period and will have the same uplift and term dates as Customer's existing licenses.

Signatures	
Accela, Inc.	**Customer**
Signature: Signed by: Michael E Gigliello 73668EE5EB274C8...	Signature:
Print Name: Michael E Gigliello	Print Name:
Title: Controller	Title:
Date: Mar-27-2026	Date:

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	Michael Gigliello
Business Name	Accela, Inc.
Agenda Item Type	2026-0393 Accela
Relevant Department	Department of Information Technology Services

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: Michael E Gigliello 73668EE5EB274C8... Date: May 15, 2026

CITY ATTORNEY'S OFFICE

AWARDEE LITIGATION REVIEW

06.16.2026

The City Attorney's Office has reviewed whether or not the proposed awardee:

Accela, 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:

Juan S. Gonzalez
Senior Assistant City Attorney

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. [POSTPONED FROM 06-09-2026]

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

2026-0169 Pro Patch Proprietary Parts Award

Randy Garcia, Streets and Maintenance Director

June 9, 2026

Streets and Maintenance Department

2026-0169 Pro Patch Proprietary Parts

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.

Purpose of Procurement - Award

- 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. It's advanced application process produces longer lasting repairs, minimizing repeat maintenance and reducing overall operational costs.
- This contract will result in improved roadway conditions, enhanced public safety and a more cost-effective use of the City's resources and budget.

Streets and Maintenance Department

2026-0169 Pro Patch Proprietary Parts

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.

Contractor	**HD Industries, Inc.**
Initial Term Award	**(3) Years award $360,000.00**
Change Order(s)	**-**
Funding Source	**Internal Service Fund**
Account No.	**532-3600-531210-37020-P3701**

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

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.

Misión

Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

Visión

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño

Valores

Integridad, Respeto, Excelencia, Responsabilidad, Personas

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.

File #: 26-0744, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Streets and Maintenance, Randy Garcia, (915) 212-7005

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.
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 2026-0231 Volvo, Doosan and Superior Broom Parts and Service to Romco Inc, dba ROMCO Equipment Co, LLC the sole source and authorized distributor of Volvo, Doosan and Superior Broom Parts and Service for a term of three (3) years for an estimated amount of $750,000.00. Supplier will be required to provide an updated sole source letter and affidavit each year.

Department:	Streets and Maintenance
Award to:	Romco Inc, dba ROMCO Equipment Co, LLC
City & State:	Carrollton, TX
Items:	All
Initial Term:	3 Years
Option Term:	NA
Total Contract Time:	3 Years
Annual Estimated Award:	$250,000.00
Initial Term Estimated Award:	$750,000.00
Option Term Estimated Award:	NA
Total Estimated Award	$750,000.00
Accounts	532 - 3600 - 531210 - 37020 - P3701 (Parts) 532 - 3600 - 531250 - 37020 - P3701 (Service)
Funding Source:	Internal Service Fund
Districts:	All

Purchasing & Strategic Sourcing and Streets and Maintenance Departments 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.

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.

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) 212-7005
2nd CONTACT PERSON NAME: Claudia A. Garcia, Purchasing & Strategic Sourcing **PHONE NUMBER:**(915) 212-0043
DISTRICT(S) AFFECTED: All

AGENDA ITEM:
Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2026-0231 Volvo, Doosan and Superior Broom Parts and Service to Romco Inc, dba ROMCO Equipment Co, LLC the sole source and authorized distributor of Volvo, Doosan and Superior Broom Parts and Service for a term of three (3) years for an estimated amount of $750,000.00. Supplier will be required to provide an updated sole source letter and affidavit each year.

Department:	Streets and Maintenance
Award to:	Romco Inc, dba ROMCO Equipment Co, LLC
City & State:	Carrollton, TX
Items:	All
Initial Term:	3 Years
Option Term:	NA
Total Contract Time:	3 Years
Annual Estimated Award:	$250,000.00
Initial Term Estimated Award:	$750,000.00
Option Term Estimated Award:	NA
Total Estimated Award	$750,000.00
Accounts	532 - 3600 - 531210 - 37020 - P3701 (Parts) 532 - 3600 - 531250 - 37020 - P3701 (Service)
Funding Source:	Internal Service Fund
Districts:	All

Purchasing & Strategic Sourcing and Streets and Maintenance Departments 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.

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.

ISSUE STATEMENT:
City Council is asked to approve the award of a replacement contract for Volvo, Doosan and Superior Broom parts and service. This contact will allow the Fleet Maintenance Division to repair and maintain the City owned equipment that is necessary for the City to complete the tasks and duties assigned to the different departments that use these pieces of equipment.

BACKGROUND:
This contract will allow the purchase of parts for in-house repairs and preventive maintenance on the above-mentioned equipment for 31 pieces of equipment manufactured by Volvo, Doosan and Superior Broom. It will also allow for service of this equipment by the vendor in the event that manufacturer specific tools, software or equipment are required for repair.

Contract Variance: The difference based in comparison to the previous contract is as follows: An increase of $30,000.00 which represents a 4.17% Increase due to:

1. Increase in the annual budget amount from $240,000.00 to $250,000.00.
2. Additional scope to include after hours, weekends and holidays for emergency repairs.
3. Average price increase for standard hours from $150.00 to $210.00.

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.

RELATED POLICIES:

1. Procurement Sourcing Policy

PRIOR COUNCIL ACTION:
On March 14, 2023 City Council approved prior contract 2023-0157 Volvo Gradall and Doosan Parts and Service.

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: $750,000.00
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 Affidavit

FOR MORE INFORMATION:

Randy Garcia	915-272-7005	GarciaRX5@elpasotexas.gov

VOLVO

April 8, 2025

Requesting Municipality
Texas, United States

RE: Volvo Construction Equipment North America, LLC ("Volvo CE")

To Whom it May Concern:

Please be advised that ROMCO Equipment Co., LLC ("ROMCO") is currently the only authorized Volvo CE dealer serving in the State of Texas.

In that capacity, ROMCO is the sole authorized dealer for all construction equipment manufactured by Volvo CE, including parts and services for Volvo CE products.

Sincerely,

Casey Maun

Casey Maun
District Sales Manager
Volvo Construction Equipment North America, LLC

Bobcat

250 Bobcat Boulevard
West Fargo, ND 58078
T: 701-241-8700

April, 2025

To whom it may concern,

Please be advised that ROMCO/Sierra Machinery, Inc., with locations in El Paso, TX and Artesia, NM is the authorized distributor for Doosan/Bobcat Portable Power products including air compressors, light towers, and generators. As an authorized distributor, ROMCO/Sierra Machinery has responsibility for sales, service, parts, and warranty for these product lines in selected counties of west Texas and southern New Mexico.

Sincerely,

John Hargett
District Sales Manager
Doosan/Bobcat Portable Power

DOOSAN

Etnyre INTERNATIONAL

1333 S Daysville Road Oregon, IL 61061 • Phone: (815)732-2116
www.etnyreinternational.com

Date: April 1st, 2025

RE: Etnyre International (Etnyre and Bearcat Product)

To Whom it May Concern:
Please be advised that ROMCO Equipment Co, LLC/Sierra Machinery is currently the only authorized Etnyre and Bearcat dealer for General Purchase Equipment products in the following Territory; Etnyre Product The State of Texas Counties of: El Paso, Culberson, Hudspeth, and Jeff Davis and New Mexico Counties of: Chaves, Dona Ana, Eddy, Grant, Hidalgo, Lea, Lincoln, Luna, Otero, and Sierra: Bearcat Product The entire State of Texas and New Mexico Counties of: Chaves, Dona Ana, Eddy, Grant, Hidalgo, Lea, Lincoln, Luna, Otero, and Sierra. ROMCO Equipment Co, LLC/Sierra Machinery is currently the only authorized Etnyre and Bearcat dealer for products in the following Territory; Etnyre Product The State of Texas Counties of: El Paso, Culberson, Hudspeth, and Jeff Davis and New Mexico Counties of: Chaves, Dona Ana, Eddy, Grant, Hidalgo, Lea, Lincoln, Luna, Otero, and Sierra: Bearcat Product The entire State of Texas and New Mexico Counties of: Chaves, Dona Ana, Eddy, Grant, Hidalgo, Lea, Lincoln, Luna, Otero, and Sierra. In that capacity, ROMCO Equipment Co, LLC/Sierra Machinery is the sole authorized dealer for all equipment manufactured by Etnyre International, including parts and services for Etnyre and Bearcat products.

Sincerely,
Doug Legg
Doug Legg
Director of Field Sales
Etnyre International

4-3-2025

Superior Broom
3707 W. McCormick
Wichita, KS 67213

To Whom it may concern,

This letter is to confirm that ROMCO/Sierra Machinery is the licensed/authorized dealer for Superior Brooms for parts and service for El Paso County Texas.

Regards,

Roger Terry

Roger Terry
SE Territory Sales Mgr.
Cell: 316-644-3428
rterry@sbmfg.com

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 Robert Wrinkle. 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: ROMCO Equipment Co., LLC.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s): Volvo, Bobcat (Doosan), Etnyre, and Superior Broom
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. **Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuation of any/all business with the City of El Paso.**

Signature

SUBSCRIBED AND SWORN to before me on this 28th day of August 2025

NOTARY PUBLIC

ADRIA M AYON
Notary ID #124567584
My Commission Expires
April 21, 2028

ADRIA M. AYON
PRINTED NAME

APRIL 21, 2028
MY COMMISSION EXPIRES

COMPANY NAME: ROMCO EQUIPMENT CO.
ADDRESS, CITY, S TATE & ZIP CODE 939 HAWKINS BLVD.
PHONE: 915-772-0613 FAX NUMBER:
CONTACT NAME AND TITLE: ROBERT WRINKLE - BRANCH MANAGER
WEB ADDRESS: WWW.ROMCO.COM EMAIL: robert.wrinkle@sme.network
FEDERAL TAX ID NUMBER: 75-1316474 TEXAS SALES TAX NUMBER: 1-75131647 43-00

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	Cedric van der Bruggen
Business Name	ROMCO Equipment Co, LLC X
Agenda Item Type	Contract Award
Relevant Department	Streets & Maintenance

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: 04/30/2026

File #: 26-0751, **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
Environmental Services, Nicholas Ybarra, (915) 212-6025

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 award of Solicitation 2026-0354 Scrap Metal Recycling Services to W. Silver Recycling, Inc., for an initial term of three (3) years for an estimated revenue of $1,204,788.31. The award also includes a two (2) year option for an estimated revenue of $803,192.21. The total contract time is for five (5) years for a total estimated revenue of $2,007,980.52.

Department:	Environmental Services
Award to:	W. Silver Recycling, Inc.
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Revenue:	$401,596.10
Initial Term Estimated Revenue:	$1,204,788.31
Option Term Estimated Revenue:	$803,192.21
Total Estimated Revenue:	$2,007,980.52
Account(s)	334-3100-34060-431420
Funding Source(s):	Environmental Services Operational Fund
District(s):	All

This was a Revenue-Generating Procurement for a replacement contract.

The Purchasing & Strategic Sourcing and Environmental Services Departments recommend award as

indicated to W. Silver Recycling, Inc., the responsive and responsible bidder offering the highest projected revenue.

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: Environmental Services
AGENDA DATE: June 23, 2026
PUBLIC HEARING DATE: Not Applicable
CONTACT PERSON NAME: Nicholas Ybarra, Environmental Services **PHONE NUMBER:**(915) 212-6025
2nd CONTACT PERSON NAME: Claudia A. Garcia, Purchasing & Strategic Sourcing **PHONE NUMBER:**(915) 212-0043
DISTRICT(S) AFFECTED: All

AGENDA ITEM:
Discussion and action on the award of solicitation 2026-0354 Scrap Metal Recycling Services to W. Silver Recycling, Inc., for an initial term of three (3) years for an estimated revenue of $1,204,788.31. The award also includes a two (2) year option for an estimated revenue of $803,192.21. The total contract time is for five (5) years for a total estimated revenue of $2,007,980.52.

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Award to:	W. Silver Recycling, Inc.
City & State:	El Paso, TX
Item(s):	All
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This was a Revenue-Generating Procurement for a replacement contract.

The Purchasing & Strategic Sourcing and Environmental Services Departments recommend award as indicated to W. Silver Recycling, Inc., the responsive and responsible bidder offering the highest projected revenue.

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 replacement contract for Scrap Metal Recycling Services. This contract will allow scrap metal recycling services for materials collected at the Greater El Paso Landfill, Citizen Collection Stations, and Junk Vehicles from Environmental Services Code Compliance.

BACKGROUND:
This is a revenue-generating contract for scrap metal recycling services that supports the City's waste diversion and sustainability efforts by reducing landfill waste, extending landfill life, and generating revenue through the sale of recyclable materials.

Solicitation was advertised on March 17, 2026 and March 24, 2026. The solicitation was posted on City website on March 17, 2026. There were a total thirteen (13) viewers online; three (3) bids were received; two (2) from local suppliers.

Contract Variance: The difference based in comparison to the previous contract is as follows: An increase of $1,594,989.52, which represents a 386.20% increase due to:

1. Estimated annual scrap metal volume increased from 1,051.25 to 1,549.10 net tons.
2. Scrap metal market price increased from $110 to $427 per ton.

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 March 25, 2026. Zero (0) suppliers were in attendance.

RELATED POLICIES:

1. Procurement Sourcing Policy

PRIOR COUNCIL ACTION:

On September 15, 2020 Council approved prior contract 2020-799 Scrap Metal Recycling.

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: $1,204,788.31
Funding Source: 334-3100-34060-431420

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 ($)
Reynard Johnson	$500 or more
Alejandra Chavez	$500 or more
Dr. Josh Acevedo	$500 or more
Deana Maldonado-Rocha	$500 or more
Cynthia Boyar Trejo	$500 or more
Ivan Niño	$500 or more
Art Fierro	$500 or more
Chris Canales	$500 or more

ATTACHMENTS:

1. Tabulation
2. Viewer's List
3. Title 2 - Campaign Contribution

FOR MORE INFORMATION:

Forrest Clancy	(915) 212-6011	ClancyFJ@elpasotexas.gov

City of El Paso
Bid Tabulation Form

Bid Title:Scrap Metal Recycling Services | Soliciation Number: 2026-0354

Bid Date: April 15, 2026 | Department: Enviromental Services

Item No.	Description	Unit of Measure	Lucero Scrap LLC El Paso, TX Bidder 1 of 3			SA Recycling LLC Orange, CA (No Bid Form) Bidder 2 of 3			W.Silver Recycling, Inc. El Paso, TX Bidder 3 of 3		
			Revenue Share %	Yearly Total Revenue	3-Year Total (C = B X 3)	Revenue Share %	Yearly Total Revenue	3-Year Total (C = B X 3)	Revenue Share %	Yearly Total Revenue	3-Year Total (C = B X 3)
			(A)	(B)	(C)	(A)	(B)	(C)	(A)	(B)	(C)
1A	Revenue Share to provide transportation containers, and recycling of scrap metal from Greater El Paso Landfill facility.	Annual	55%			No Bid Form			61%		
1B	Estimated amount of revenue to be paid to the City based on past annual quantities (use the formula below to calculate amount of revenue) **(169.11 net tons x (Revenue Share % from 1A x FY24 Avg Commodity Price $427.00)**	Annual		$39,715.48 Bidder's Price $35,460.68	$119,146.45 Bidder's Price $106,382.04		No Bid Form	No Bid Form		$44,048.08	$132,144.25 Bidder's Price $132,144.24
2A	Revenue to provide transportation containers, and recycling of scrap metal from Citizen Collection Stations and Envioronmental Services assigned	Annual	55%			No Bid Form			61%		
2B	Estimated amount of revenue to be paid to the City based on past annual quantities **(1,323.7 net tons x (Revenue Share % from 2A x FY24 Avg Commodity Price $427.00)**	Annual		$310,870.95 Bidder's Price $277,566.66	$932,612.84 Bidder's Price$832,699.98		No Bid Form	No Bid Form		$344,784.14	$1,034,352.42
3A	Revenue to provide Scrap Metal Recycling Services only for junk vehicles from Environmental Services Code Compliance. Junk vehicles will be delivered to Bidder by a third party vendor for truck authorized by City.	Annual	70%			No Bid Form			53%		
3B	Estimated amount of revenue to be paid to the City based on past annual quantities **(56.4 net tons x (Revenue Share % from 3A x FY24 Avg Commodity Price $427.00)**	Annual		$16,857.96 Bidder's Price $15,052.04	$50,573.88 Bidder's Price $45,156.12		No Bid Form	No Bid Form		$12,763.88	$38,291.65 Bidder's Price $38,291.64
		Total			$1,102,333.17 Bidder's Price $984,238.14			No Bid Form			$1,204,788.31 Bidder's Price $1,204,788.30

Option to extend the term of the contract

The City at its sole discretion, may exercise any option to extend the term of the 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 option to extend.

Bidder offers the City the option of extending the term of the contract for:

Two (2) Additional Years At The Same Unit Price(s), if the option is exercised prior to the expiration of the original term of the Contract	X	NA	X
No option offered		NA	
Amendement acknowledged:	Yes	Yes	Yes
Hire El Paso First Certified:	No	No	No

Bids Solicited: 16 Local Bids Solicited: 1 Bids Received: 3 Local Bids Received: 2 No Bid: 0

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

2026-0354 Scrap Metal Recycling Services Viewer's List			
No.	Participant Name	City	State
1	COD Construction Corporation	El Paso	TX
2	Consilio Mentis LLC	El Paso	TX
3	Construction Reporter	Albuquerque	NM
4	Eagle Janitorial Services	El Paso	TX
5	Fingerprintlivescanservices LLC	El Paso	TX
6	Gorman Industrial Supply Co.	El Paso	TX
7	Heavy Duty Welding Works LLC	El Paso	TX
8	JR Compass LLC	El Paso	TX
9	Rudy Carrillo	El Paso	TX
10	Sysol LLC	El Paso	TX
11	The PlanIt Room	El Paso	TX
12	W. Silver Recycling, Inc.	El Paso	TX
13	Lucero Scrap LLC	El Paso	TX

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Contributor / Donor Information:

Full Name	Lane Gaddy
Business Name	W. Silver Recycling Inc.
Agenda Item Type	Contract Award
Relevant Department	Environmental Services

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.

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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	Reynard Johnson	$500 or more
District 1	Alejandra Chavez	$500 or more
District 2	Dr. Josh Acevedo	$500 or more
District 3	Deanna Maldonado-Rocha	$500 or more
District 4	Cynthis Boyar Trejo	$500 or more
District 5	Ivan Niño	$500 or more
District 6	Art Fierro	$500 or more
District 7		
District 8	Chris Canales	$500 or more

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: June 8th 2026

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. [POSTPONED FROM 06-09-2026]

City of El Paso Agenda Summary Form

City Clerk

Submitted On: Jun 10, 2026, 09:54AM EDT

Department / Council Office	Internal Audit
Agenda Date	June 23, 2026
Public Hearing Date	
Email of User Submitting Form	carrillosj1@elpasotexas.gov
Contact Person	Miguel Montiel (915) 212-1367
2nd Contact Person	Adrian Serrano (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.
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	N/A
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Adrian Serrano (915) 212-1365 SerranoAA@elpasotexas.gov

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.

DRAFT

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.

DRAFT

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.

DRAFT

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

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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 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

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Internal Audit Department
Sun Metro – Accounts Payable Audit A2026-09

Objectives

The objectives of the Sun Metro – Accounts Payable Audit were to determine whether:

- Accounts Payable (A/P) transactions complied with City policy, the Texas Prompt Payment Act, and applicable contracts and agreements.
- Required documentation supported all A/P transactions.
- Transactions were properly reviewed and approved.
- Unallowable purchases, such as for food and alcohol, occurred.
- Sun Metro monitored utility payments appropriately, including those made for vacant facilities.
- Internal controls were adequate to prevent inappropriate expenditures.

Scope

The audit scope covered FY 2026 activity from September 1, 2025, through January 31, 2026. To achieve the audit objectives, we:

- Interviewed Sun Metro Finance staff to understand A/P processes.
- Reviewed relevant City and Sun Metro policies and procedures.
- Analyzed FY 2026 invoice data.
- Reviewed a sample of 50 invoices, including:
    - 28 standard invoices
    - 22 utility-related invoices

Finding 1

From our review of the 50 sampled invoices, we identified:

- 11 invoices (22%) lacked a recorded receipt date in PeopleSoft Financials; only the invoice date was documented.
- 11 invoices (22%) were not paid within 30 calendar days of receipt.
    - Posted payments ranged from 33 to 74 [calendar] days from the date of invoice receipt.

Recommendation

Sun Metro should:

- Record the actual invoice receipt date in PeopleSoft Financials to clearly establish payment timelines.
- Strengthen processes to ensure invoices are paid within 30 [calendar] days of receipt.

Conclusion

Audit objectives **met**:

- Maintaining appropriate documentation to support A/P transactions.
- Ensuring A/P transactions are properly reviewed and approved.
- Limiting purchases to allowable items.
- Monitoring utility payments for facilities in use.
- Implementing controls to prevent unauthorized or inappropriate A/P activity.

Audit objectives **not met**:

- Processing A/P transactions in accordance with both the:
  - *City of El Paso Accounts Payable Policy*; and,
  - *Texas Prompt Payment Act*.

Management Response

Finding 1

“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.”

Management Response (Cont.)

Finding 1

“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.”

Requested Action

To accept the results of the Sun Metro – Accounts Payable Audit.

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. [POSTPONED FROM 06-09-2026]

City of El Paso Agenda Summary Form

City Clerk

Submitted On: Jun 10, 2026, 09:59AM EDT

Department / Council Office	Internal Audit
Agenda Date	June 23, 2026
Public Hearing Date	
Email of User Submitting Form	carrillosj1@elpasotexas.gov
Contact Person	Adrian Serrano (915) 212-1365
2nd Contact Person	Miguel Montiel (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.
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	N/A
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Adrian Serrano (915) 212-1365 SerranoAA@elpasotexas.gov

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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District 3
Deanna M. Rocha

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District 7
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District 8
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

CITY COUNCIL

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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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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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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**	

EP
TX
CITY OF EL PASO
Internal Audit Department
Hotel Occupancy Tax Review
(Round 10)

Objectives

- Neumo (formerly Avenu Insights & Analytics) completed its most recent round of Hotel Occupancy Tax (HOT) compliance reviews on April 21, 2026, as required under Contract No. 2025-0191R.

- Reviews were conducted to determine whether El Paso-area hotels are complying with local HOT requirements.

Scope

- Review period covered January 1, 2022 through December 31, 2025.
- Twenty hotels were selected for review.
- Neumo reviewed each hotel's gross room, miscellaneous, and exempt revenue records and reconciled them to the occupancy tax returns filed with the City.

Findings & Recommendation

- Tax deficiencies totaling $1,131,941.83 were identified across 19 of the 20 hotels reviewed as of April 21, 2026.

- Internal Audit recommends the Office of the Comptroller immediately collect these tax deficiencies, plus any applicable penalties and interest, owed to the City.

Additional Considerations

- Determination Letters were sent to deficient hotels on April 23, 2026.

- State tax code[1] allows taxpayers to challenge a deficiency determination under the redetermination process.
    - Petitions for redetermination must be filed within 60 days of the notice of determination.

[1]Texas Tax Code §111.009

Requested Action

To accept the results of Round 10 of the HOT Review.

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 [POSTPONED FROM 06-09-2026].

City of El Paso Agenda Summary Form

City Clerk

Submitted On: Jun 10, 2026, 09:50AM EDT

Department / Council Office	Internal Audit
Agenda Date	June 23, 2026
Public Hearing Date	
Email of User Submitting Form	carrillosj1@elpasotexas.gov
Contact Person	Miguel Montiel (915) 212-1367
2nd Contact Person	Adrian Serrano (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 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.
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	N/A
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Adrian Serrano (915) 212-1365 SerranoAA@elpasotexas.gov

Code Enforcement Division Audit
No. A2025-05

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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

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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.

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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.

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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.

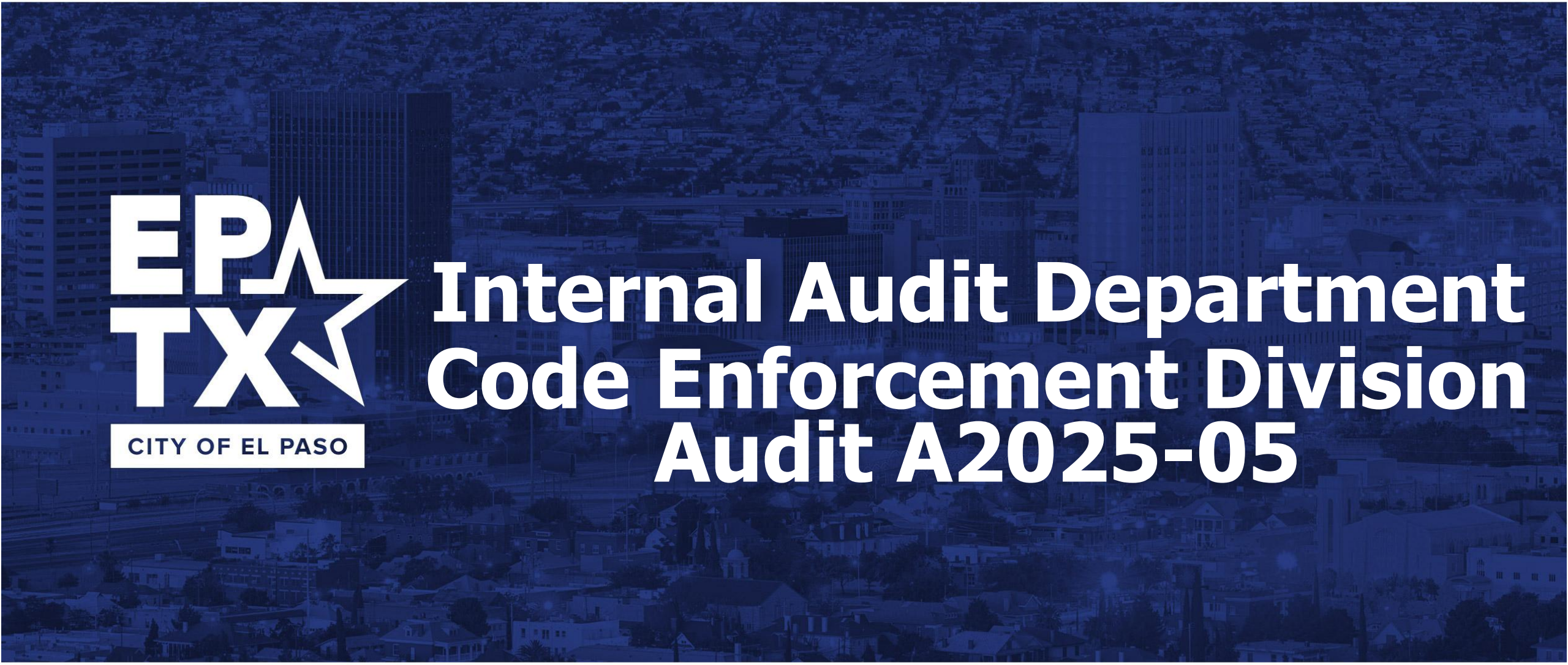
Appendix E – Sidewalk Obstruction

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.


EP
TX
CITY OF EL PASO
Internal Audit Department
Code Enforcement Division
Audit A2025-05

Objectives

The objective of this audit 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 documented education and outreach efforts.
- Evaluated budget for staffing levels of the Code Enforcement Department.

Scope

The audit scope covered activity from January 1, 2024, through December 31, 2025, and included:

- Reviewing City of El Paso policies and procedures
- Interviewing Code Enforcement management and staff
- Examining case files and court dispositions for the following top five violations:
    - Brush
    - Illegal Dumping
    - Junked Vehicle
    - Illegal Parking
    - Sidewalk Obstructions

Finding 1

A review of eight (8) manuals 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.
    - 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.

Recommendation

The Code Enforcement Department should continue developing a department-wide Procedures Manual that:

- Incorporates the new department letterhead,
- Includes an effective date, and
- Documents the procedures for Illegal Parking and Sidewalk Obstruction.

Finding 2

93.08% of cases were resolved within 30 days; however, required timeframes for initial inspections and follow-up visits were not consistently met.

- **Initial Inspections (required within 5 days)**
  - 110 of 130 cases (84.6%) met the requirement
  - 20 cases (15.4%) were completed 6 – 39 days after receipt
- **First Follow-up Visits (required within 7 days; 10 days for Junked Vehicles)**
  - 23 of 65 cases (35.4%) met the requirement
  - 42 cases (64.6%) occurred 8 – 34 days after the initial inspection
- **Second Follow-Up Visits (required within 7 days of first follow-up; 10 days for Junked Vehicles)**
  - 2 of 12 cases (16.7%) met the requirement
  - 10 cases (83.3%) occurred 9 – 34 days after the first follow-up

Recommendation

The Code Enforcement Department should evaluate and strengthen controls to improve compliance with required 5-day initial visit and 7-day (10-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.

Conclusion

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 department growth.

Conclusion (Cont.)

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.

Management Response

Finding 1

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.

Management Response (Cont.)

Finding 2

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 manager, supervisors, and staff. The objective will be to improve all current processes and identify deficiencies department-wide.

Requested Action

To accept the results of the Code Enforcement Division Audit.

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 [POSTPONED FROM 06-09-2026]

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.

.

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: _____

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

REVISED
3:54 pm, Jun 04, 2026

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.

(Signatures begin on the following page)

APPROVED this _____ day of _____, 2026.

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

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

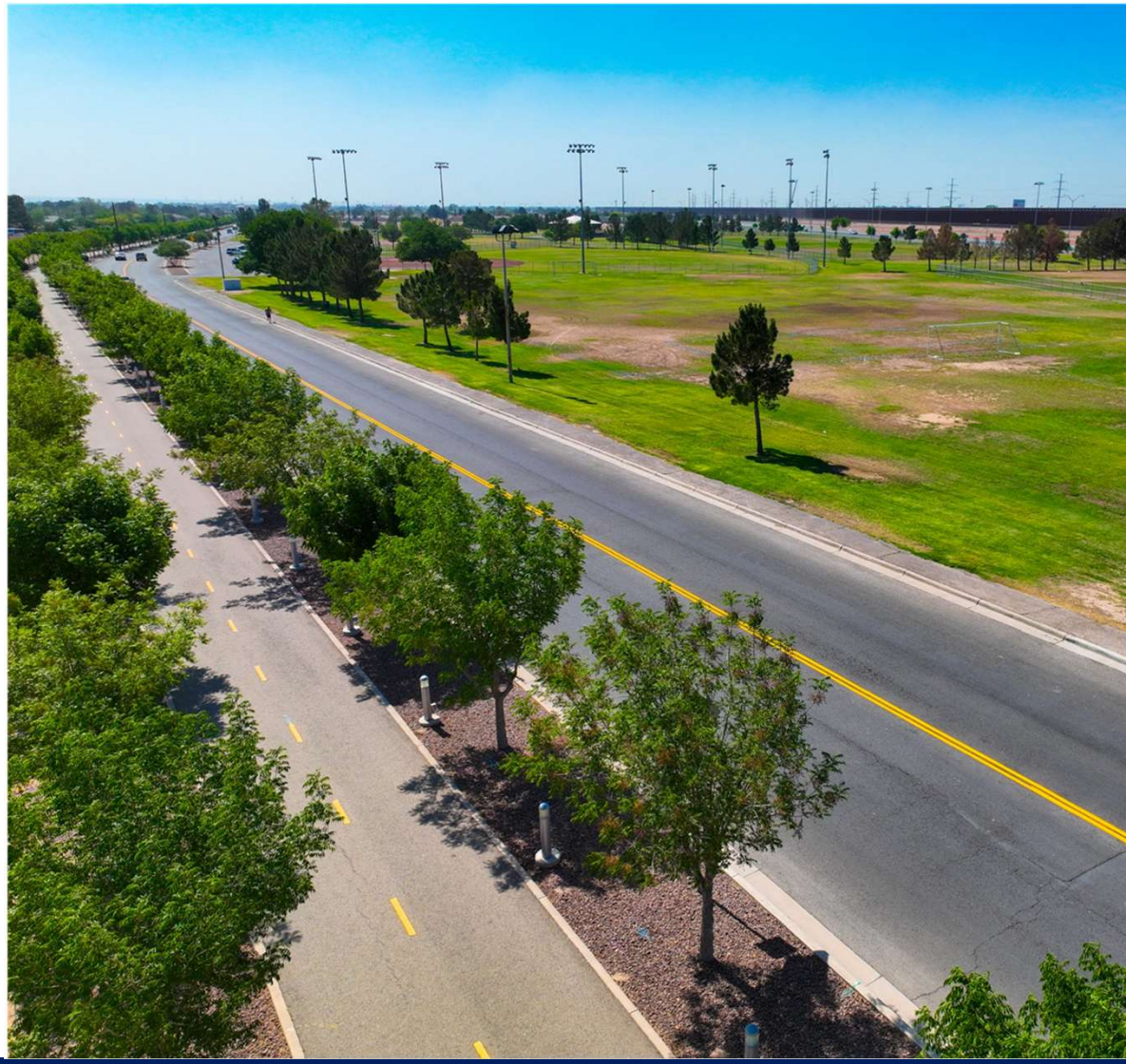
APPROVED AS TO CONTENT:

Robert Cortinas
Chief Financial Officer

Rescind Capital Assets Funding for Group 1 SIB Loan Projects

FY 25-28 TIP – Group 1

6/9/26



Background

- July 1, 2024 - City Council approved the use of capital asset sales funding as a source of matching funds for the Sean Haggerty Drive Extension project and other RMS 2050 projects
- April 29, 2025 - Council approved the use of SIB loans to fund the city's match and local contribution for federally funded transportation projects

Projects

- These resolutions rescind the approval to use capital assets sales funds for the following projects once the SIB Loan funding is received by the City
    - Railroad Drive Reconstruction
    - Sun Valley Street Improvements
    - Playa Drain Shared Use Path Knights to Midway
    - Sunland Park Shared Use Path
    - Traffic Management Center Updates

Recommendations

- 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 following projects 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 the resolution of July 1, 2024 otherwise remains in full force and effect.

  - Railroad Drive Reconstruction
  - Sun Valley Street Improvements
  - Playa Drain Shared Use Path Knights to Midway
  - Sunland Park Shared Use Path
  - Traffic Management Center Updates

MISSION

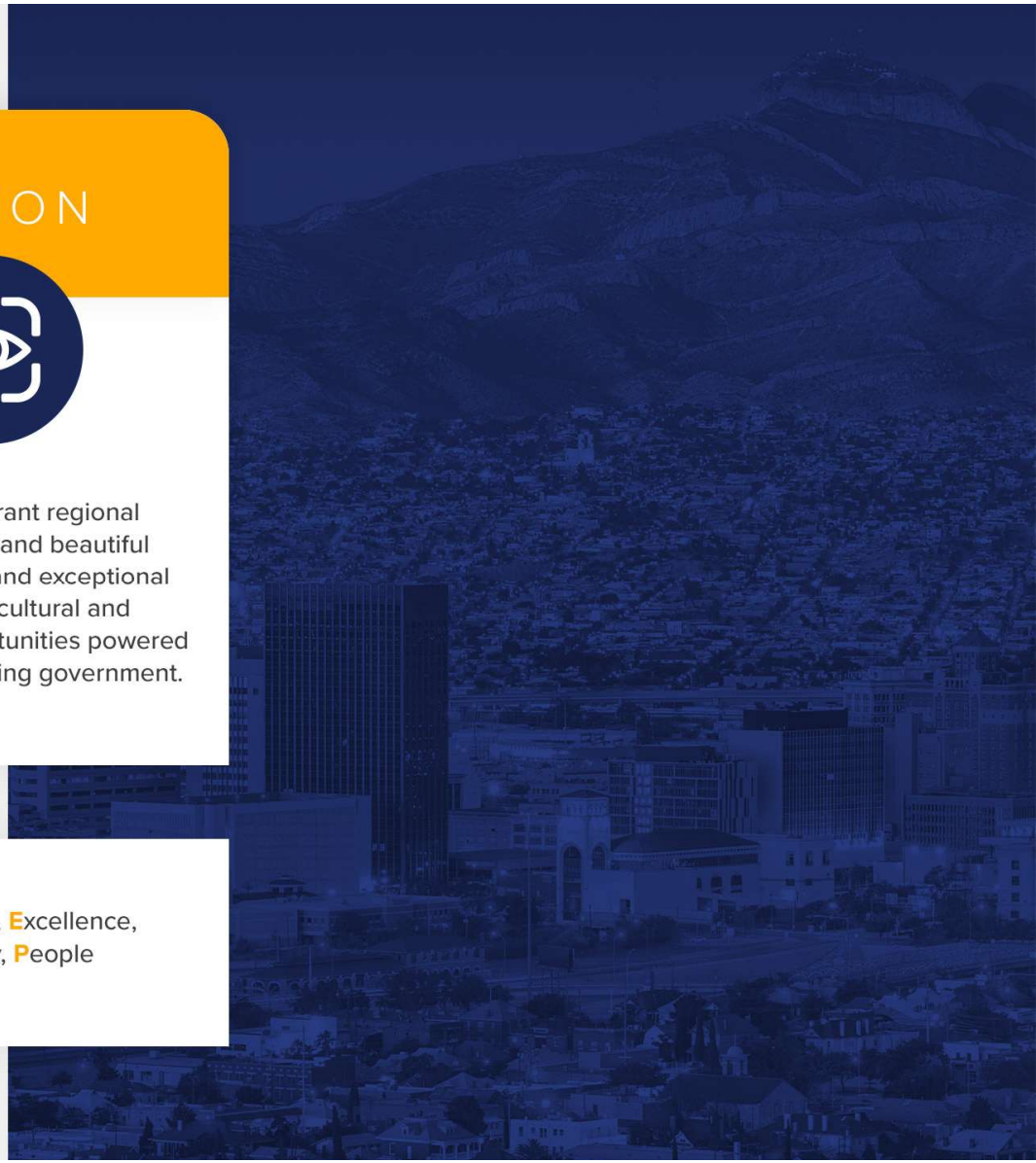
Deliver exceptional services to support a high quality of life and place for our community.

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



MISIÓN

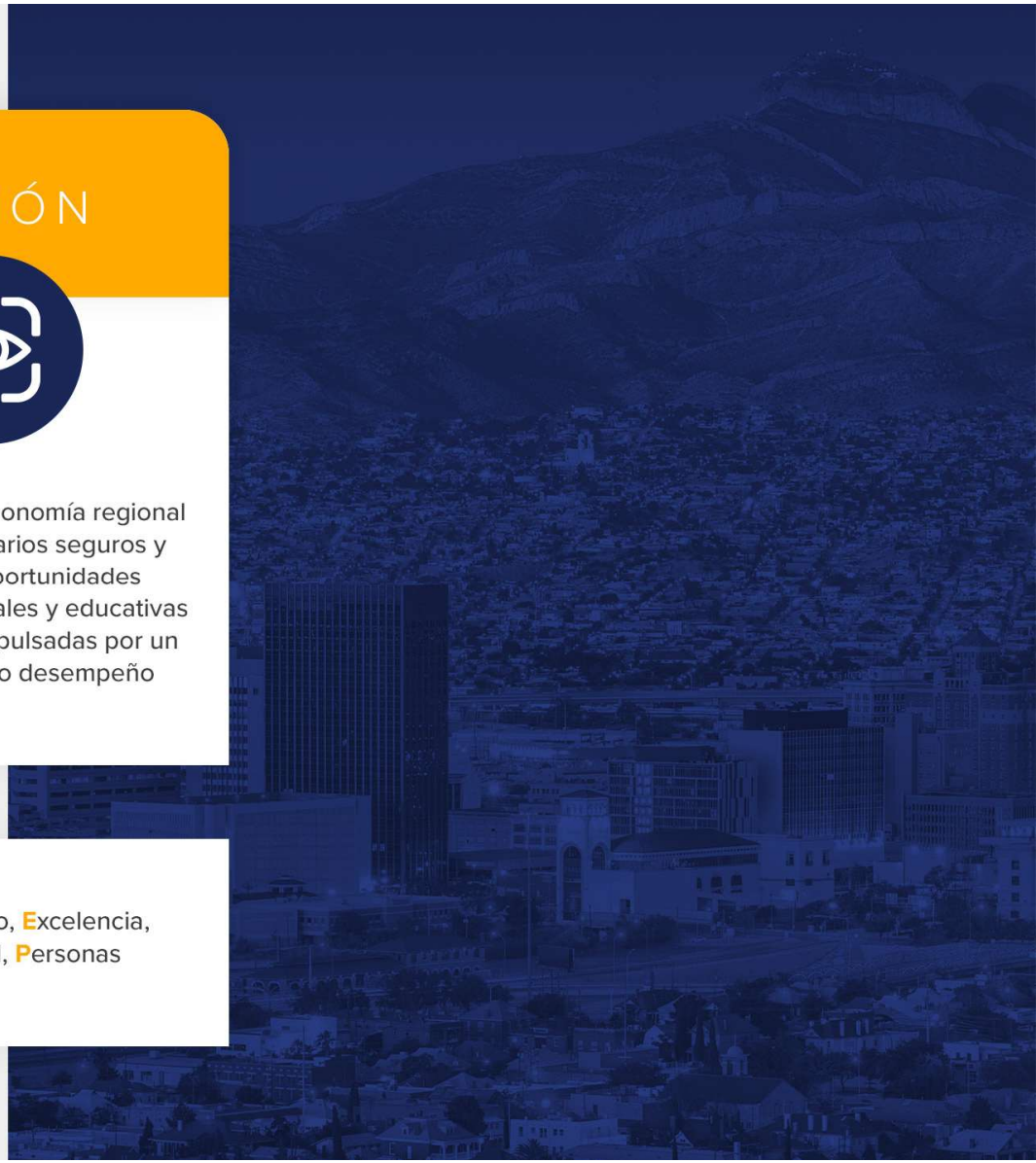
Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

VISIÓN

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño

VALORES

Integridad, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas



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. [POSTPONED FROM 06-09-2026]

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.

.

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: _____

(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.

(Signatures begin on the following page)

APPROVED this _____ day of _____, 2026.

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

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

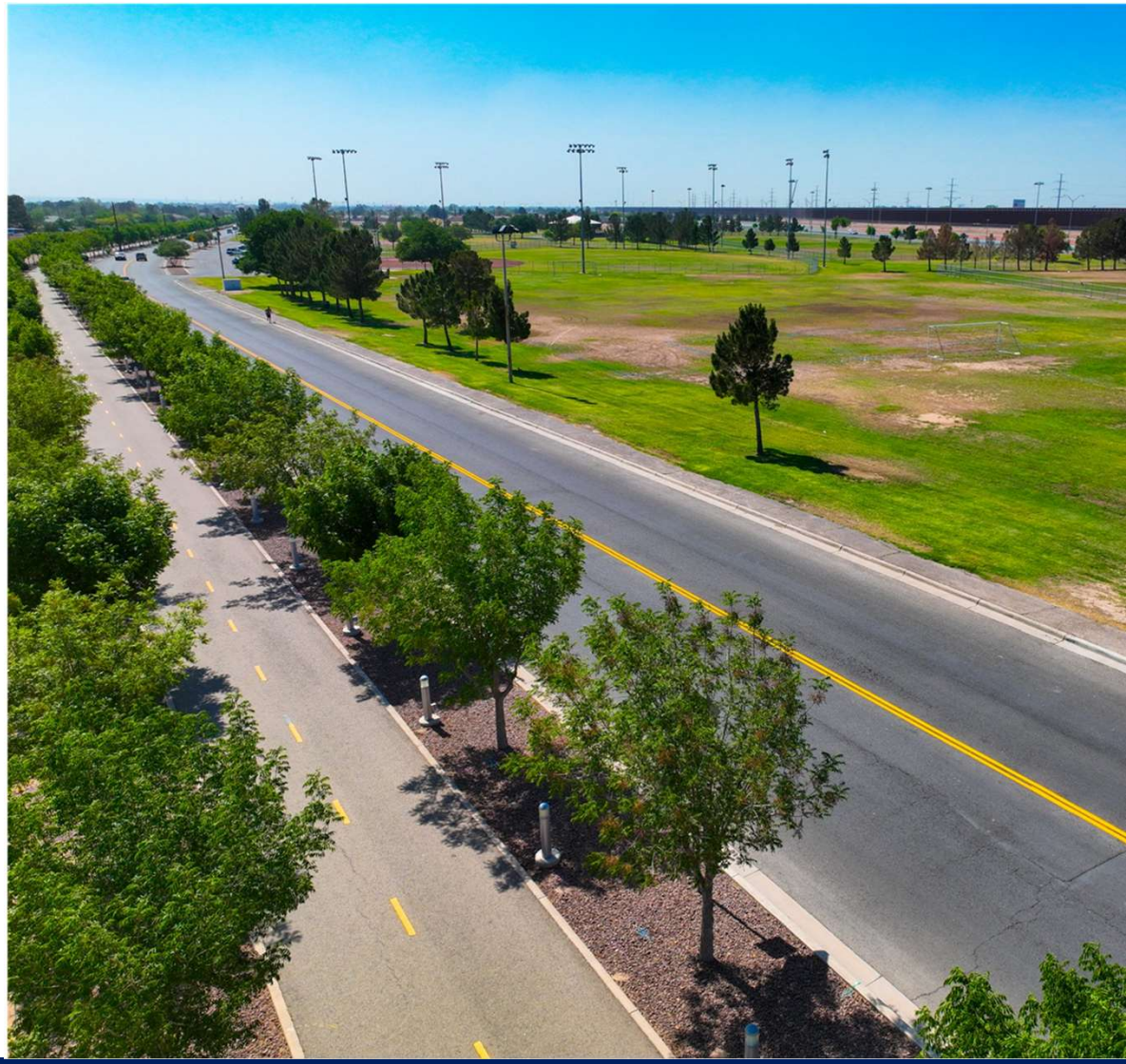
APPROVED AS TO CONTENT:

Robert Cortinas
Chief Financial Officer

Rescind Capital Assets Funding for Group 1 SIB Loan Projects

FY 25-28 TIP – Group 1

6/9/26



Background

- July 1, 2024 - City Council approved the use of capital asset sales funding as a source of matching funds for the Sean Haggerty Drive Extension project and other RMS 2050 projects
- April 29, 2025 - Council approved the use of SIB loans to fund the city's match and local contribution for federally funded transportation projects

Projects

- These resolutions rescind the approval to use capital assets sales funds for the following projects once the SIB Loan funding is received by the City
  - Railroad Drive Reconstruction
  - Sun Valley Street Improvements
  - Playa Drain Shared Use Path Knights to Midway
  - Sunland Park Shared Use Path
  - Traffic Management Center Updates

Recommendations

- 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 following projects 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 the resolution of July 1, 2024 otherwise remains in full force and effect.

  - Railroad Drive Reconstruction
  - Sun Valley Street Improvements
  - Playa Drain Shared Use Path Knights to Midway
  - Sunland Park Shared Use Path
  - Traffic Management Center Updates

MISSION

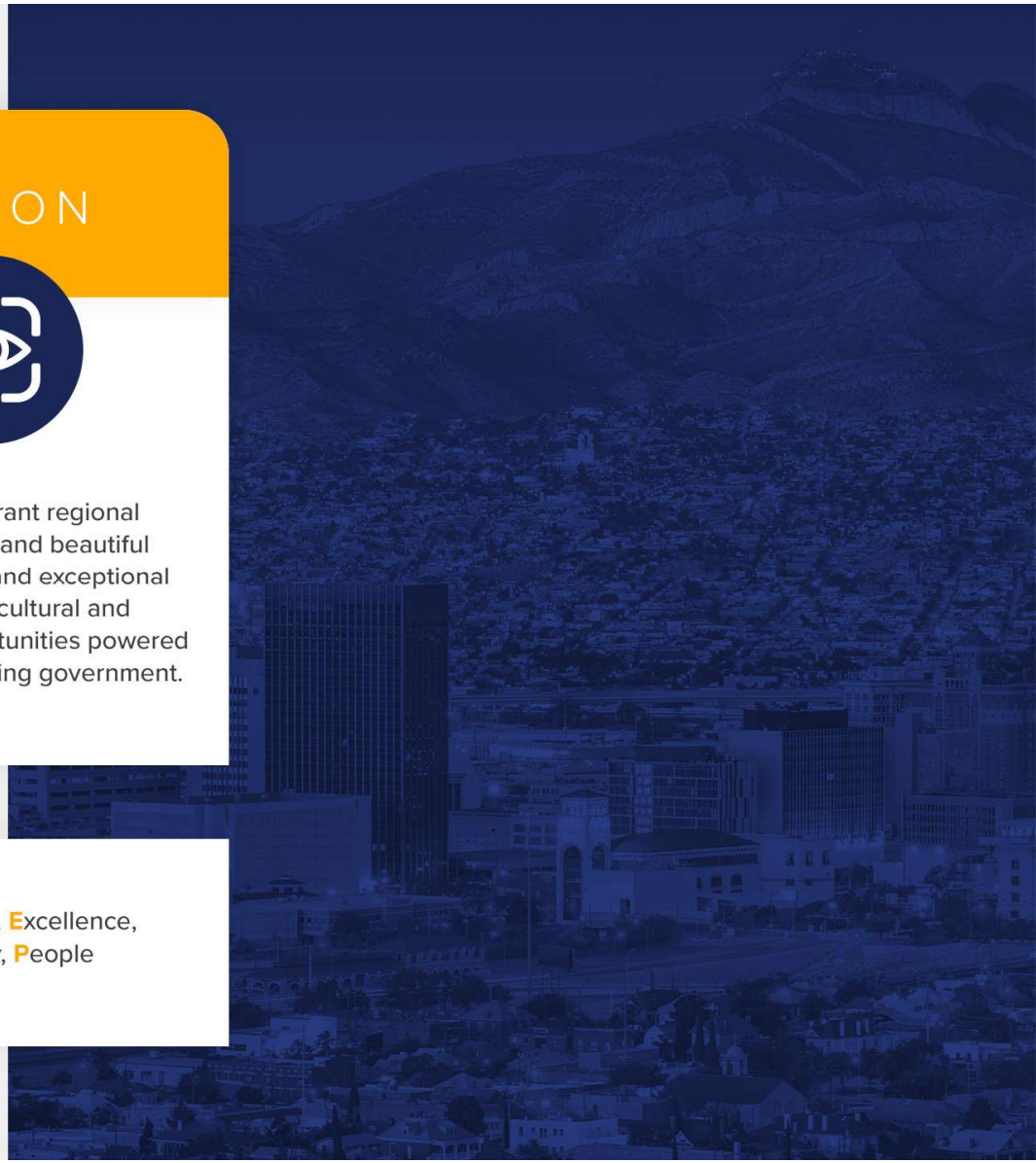
Deliver exceptional services to support a high quality of life and place for our community.

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



MISIÓN

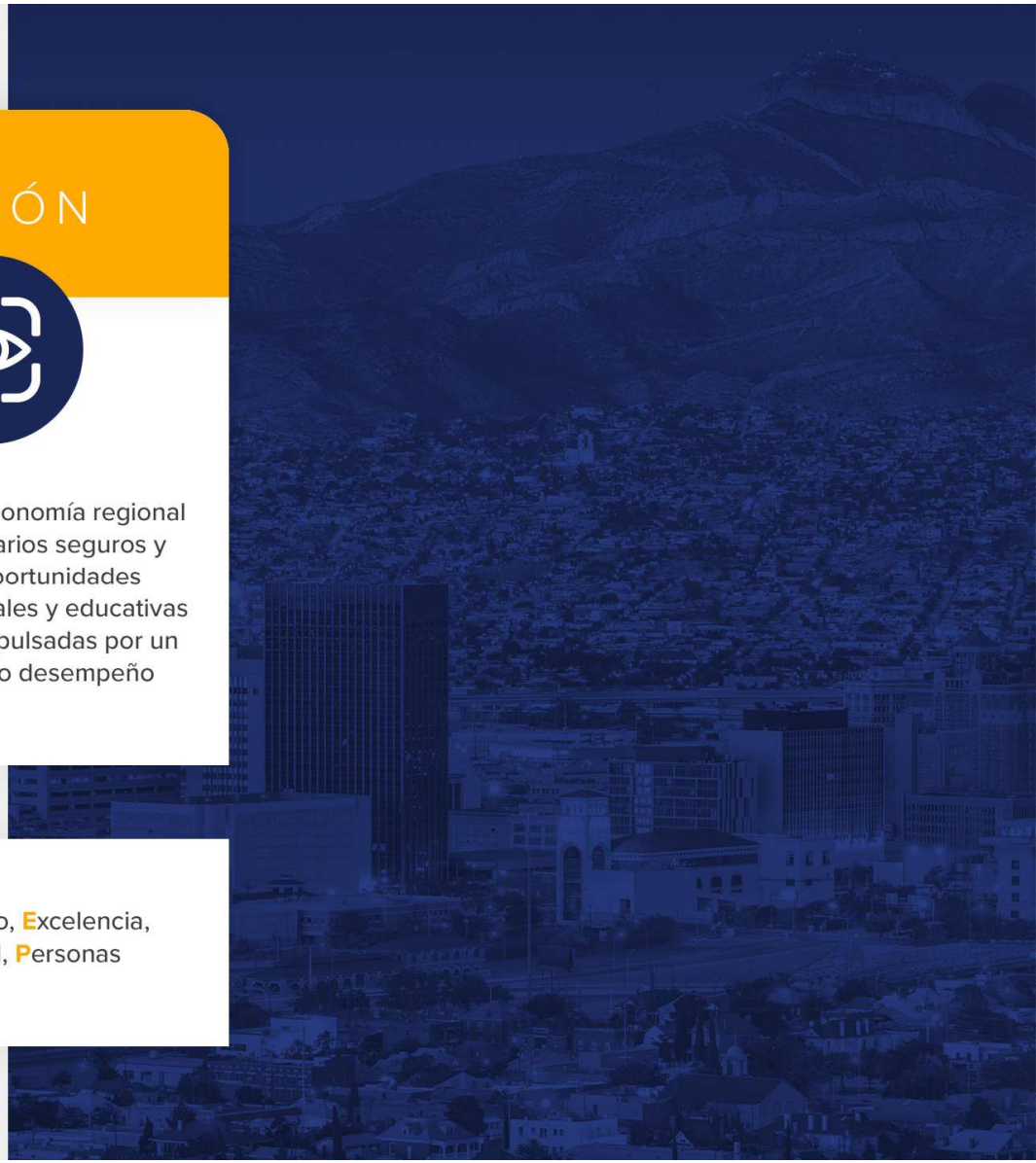
Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

VISIÓN

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño

VALORES

Integridad, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas



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. [POSTPONED FROM 06-09-2026]

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: _____

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

REVISED
4:01 pm, Jun 04, 2026

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.

(Signatures to begin on the following page)

APPROVED this _____ day of _____, 2026.

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

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

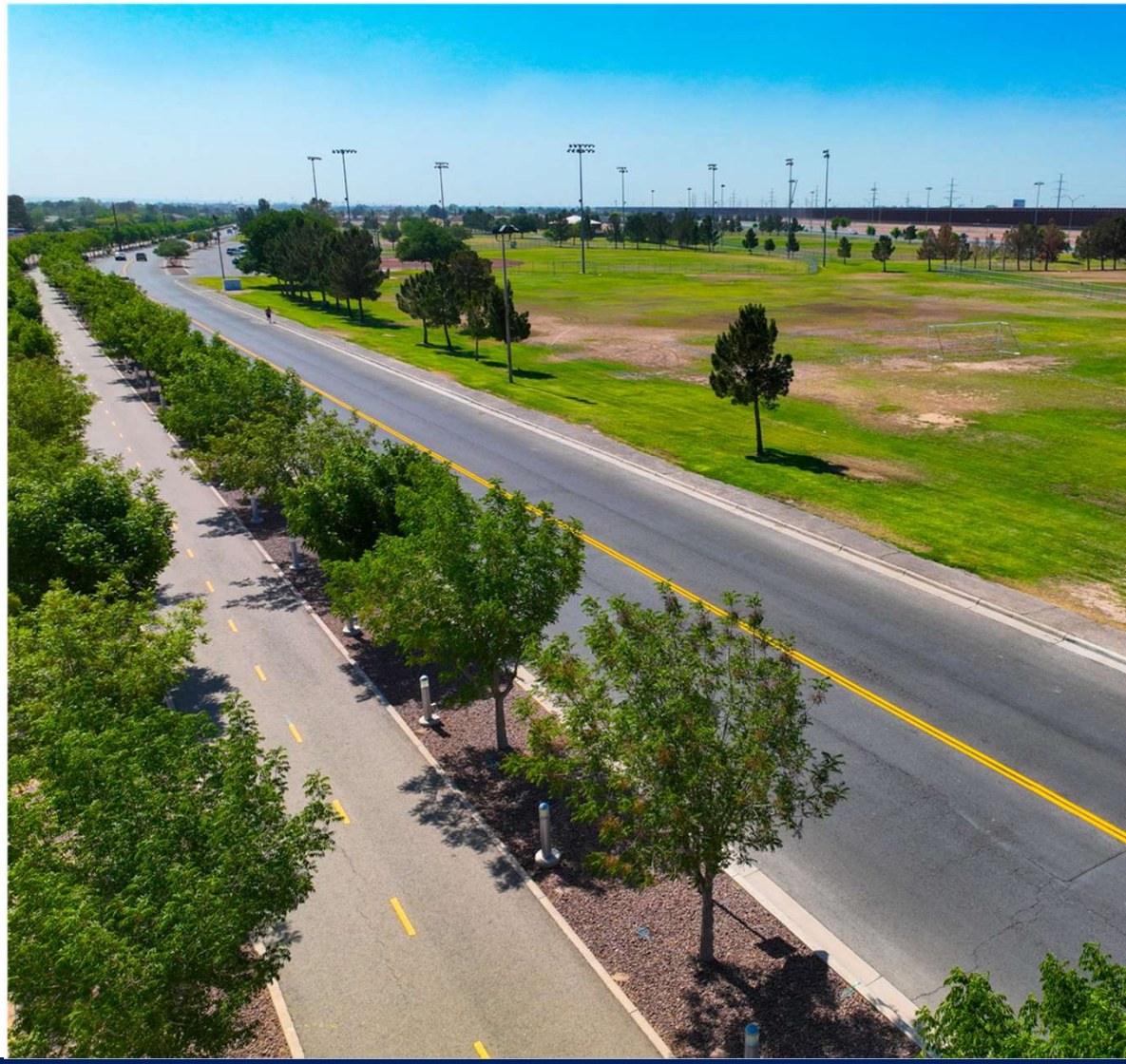
APPROVED AS TO CONTENT:

Robert Cortinas
Chief Financial Officer

Rescind Capital Assets Funding for Group 1 SIB Loan Projects

FY 25-28 TIP – Group 1

6/9/26



Background

- July 1, 2024 - City Council approved the use of capital asset sales funding as a source of matching funds for the Sean Haggerty Drive Extension project and other RMS 2050 projects
- April 29, 2025 - Council approved the use of SIB loans to fund the city's match and local contribution for federally funded transportation projects

Projects

- These resolutions rescind the approval to use capital assets sales funds for the following projects once the SIB Loan funding is received by the City
    - Railroad Drive Reconstruction
    - Sun Valley Street Improvements
    - Playa Drain Shared Use Path Knights to Midway
    - Sunland Park Shared Use Path
    - Traffic Management Center Updates

Recommendations

- 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 following projects 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 the resolution of July 1, 2024 otherwise remains in full force and effect.

  - Railroad Drive Reconstruction
  - Sun Valley Street Improvements
  - Playa Drain Shared Use Path Knights to Midway
  - Sunland Park Shared Use Path
  - Traffic Management Center Updates

MISSION

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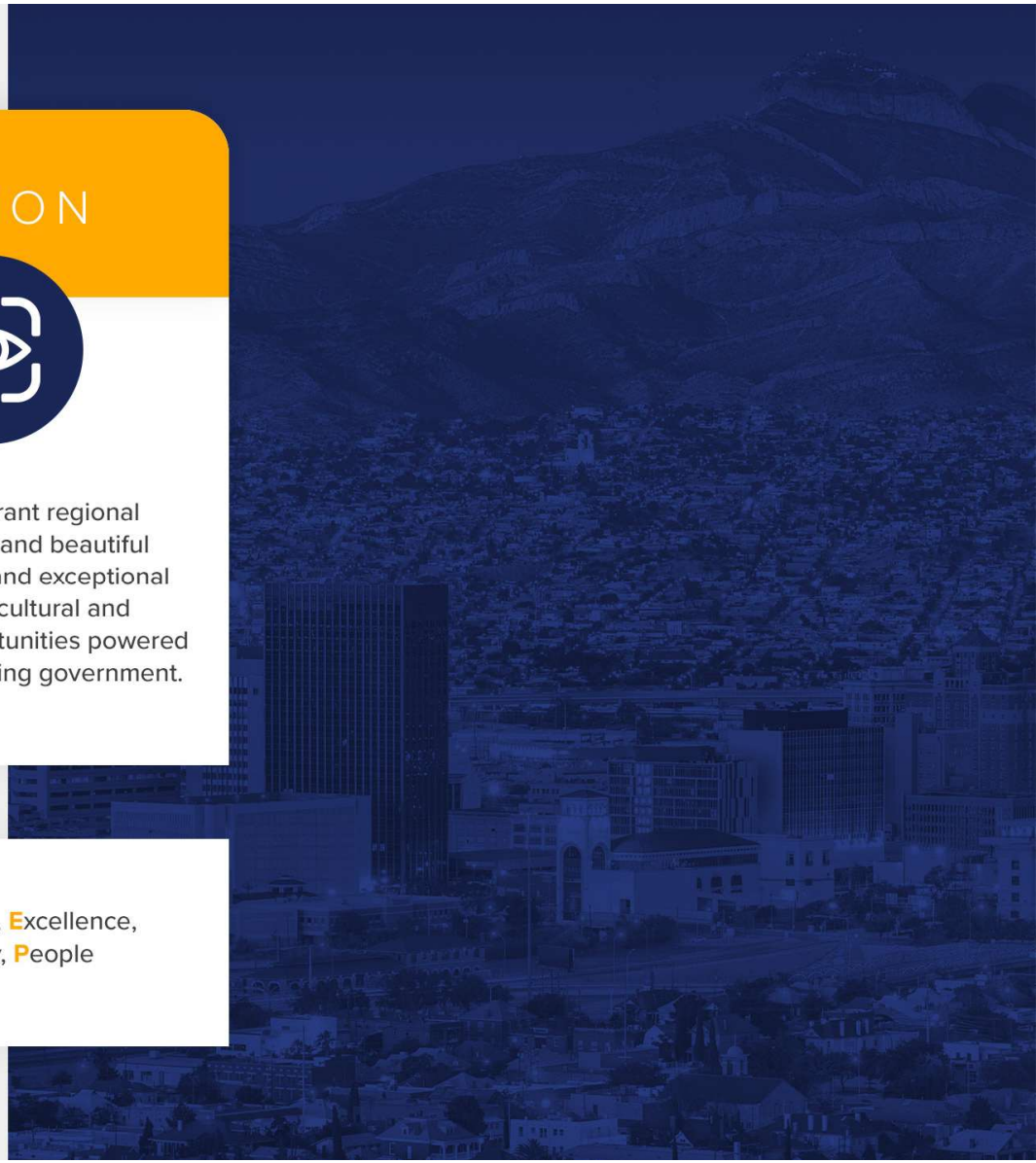
VISION

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



MISIÓN

Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

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Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño

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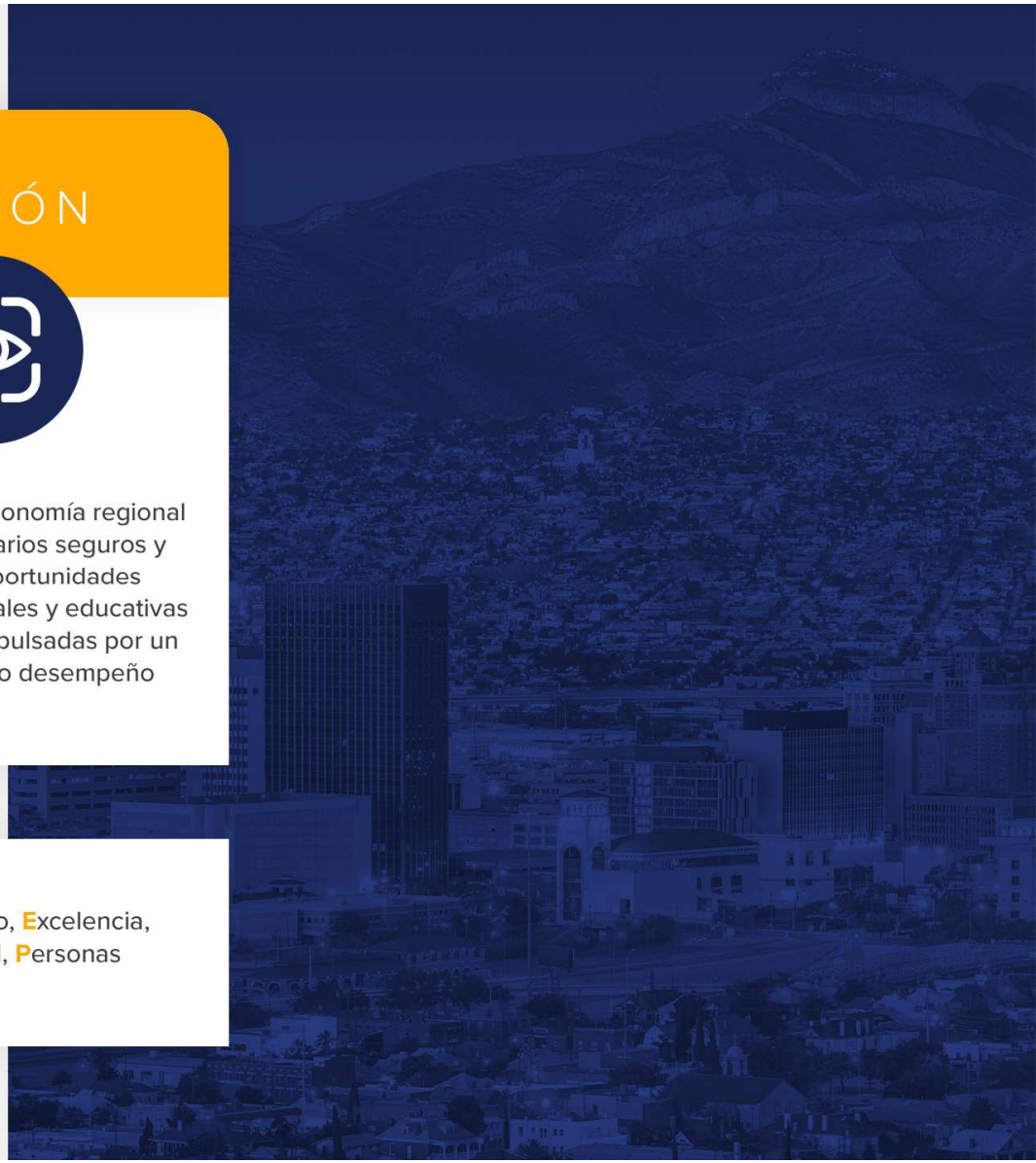
Integridad, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas



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. [POSTPONED FROM 06-09-2026]

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: _____

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

REVISED
4:05 pm, Jun 04, 2026

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.

(Signatures begin on the following page)

APPROVED this _____ day of _____, 2026.

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

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

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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

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[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

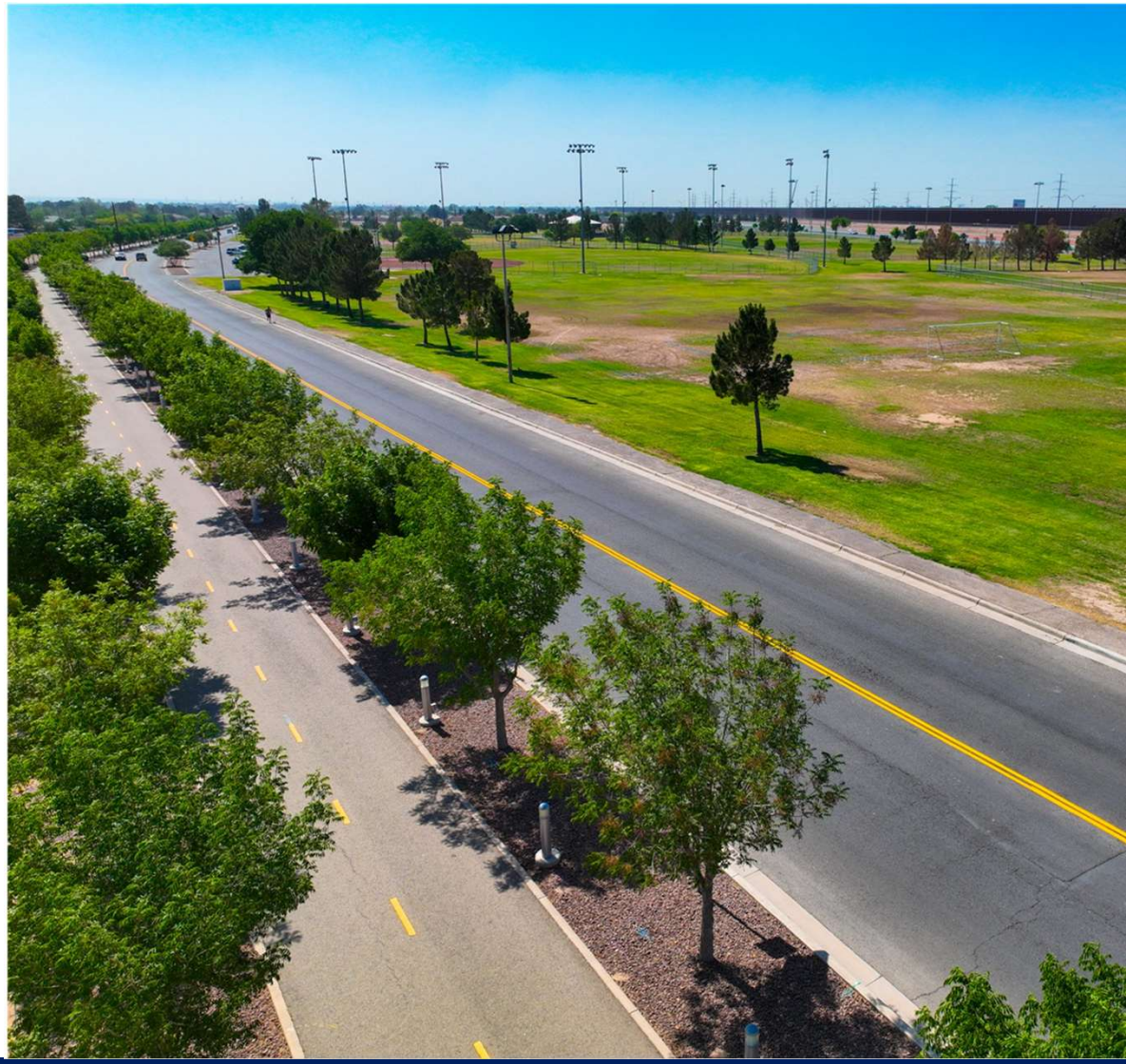
APPROVED AS TO CONTENT:

Robert Cortinas
Chief Financial Officer

Rescind Capital Assets Funding for Group 1 SIB Loan Projects

FY 25-28 TIP – Group 1

6/9/26



Background

- July 1, 2024 - City Council approved the use of capital asset sales funding as a source of matching funds for the Sean Haggerty Drive Extension project and other RMS 2050 projects
- April 29, 2025 - Council approved the use of SIB loans to fund the city's match and local contribution for federally funded transportation projects

Projects

- These resolutions rescind the approval to use capital assets sales funds for the following projects once the SIB Loan funding is received by the City
    - Railroad Drive Reconstruction
    - Sun Valley Street Improvements
    - Playa Drain Shared Use Path Knights to Midway
    - Sunland Park Shared Use Path
    - Traffic Management Center Updates

Recommendations

- 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 following projects 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 the resolution of July 1, 2024 otherwise remains in full force and effect.

  - Railroad Drive Reconstruction
  - Sun Valley Street Improvements
  - Playa Drain Shared Use Path Knights to Midway
  - Sunland Park Shared Use Path
  - Traffic Management Center Updates

MISSION

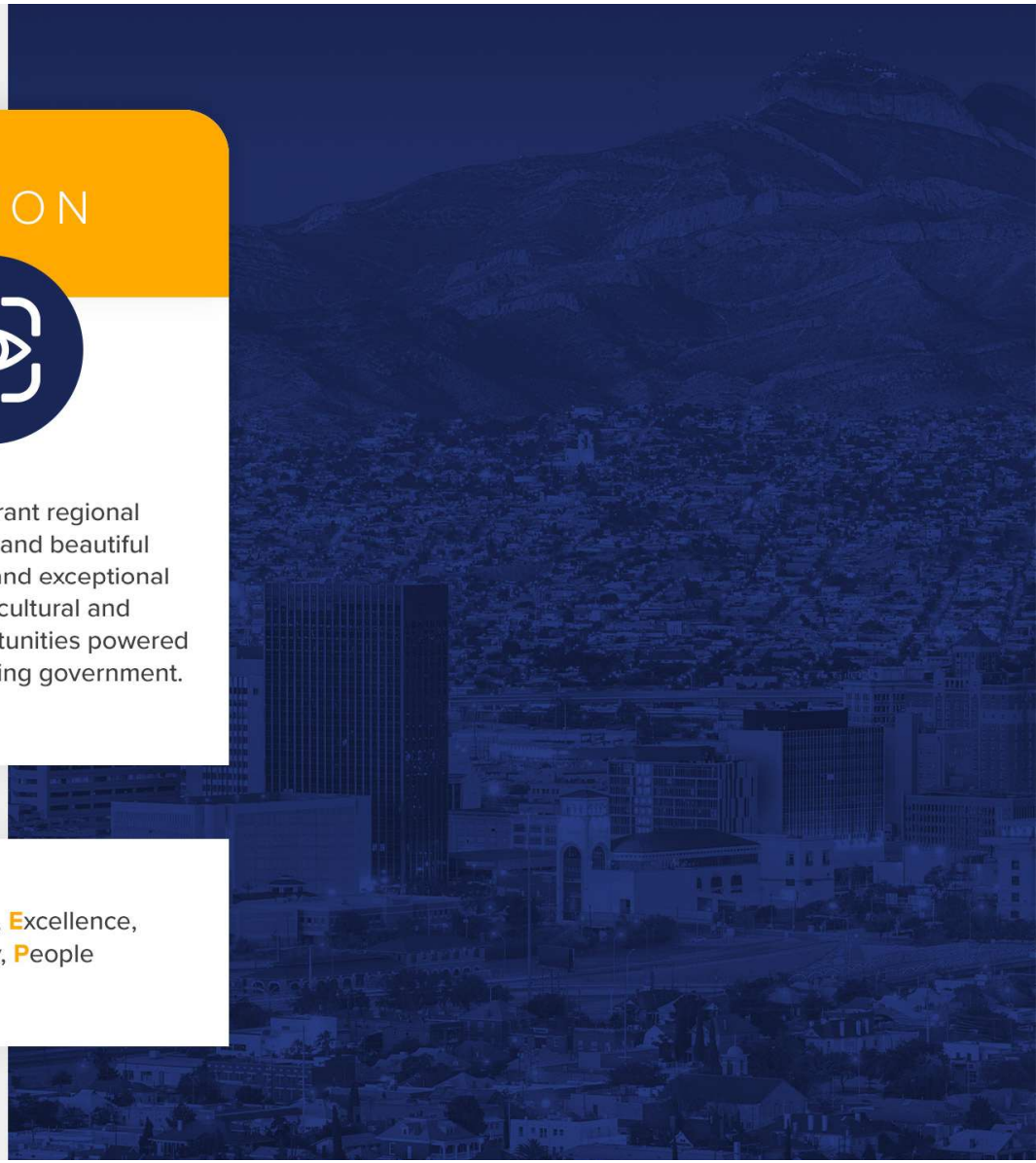
Deliver exceptional services to support a high quality of life and place for our community.

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



MISIÓN

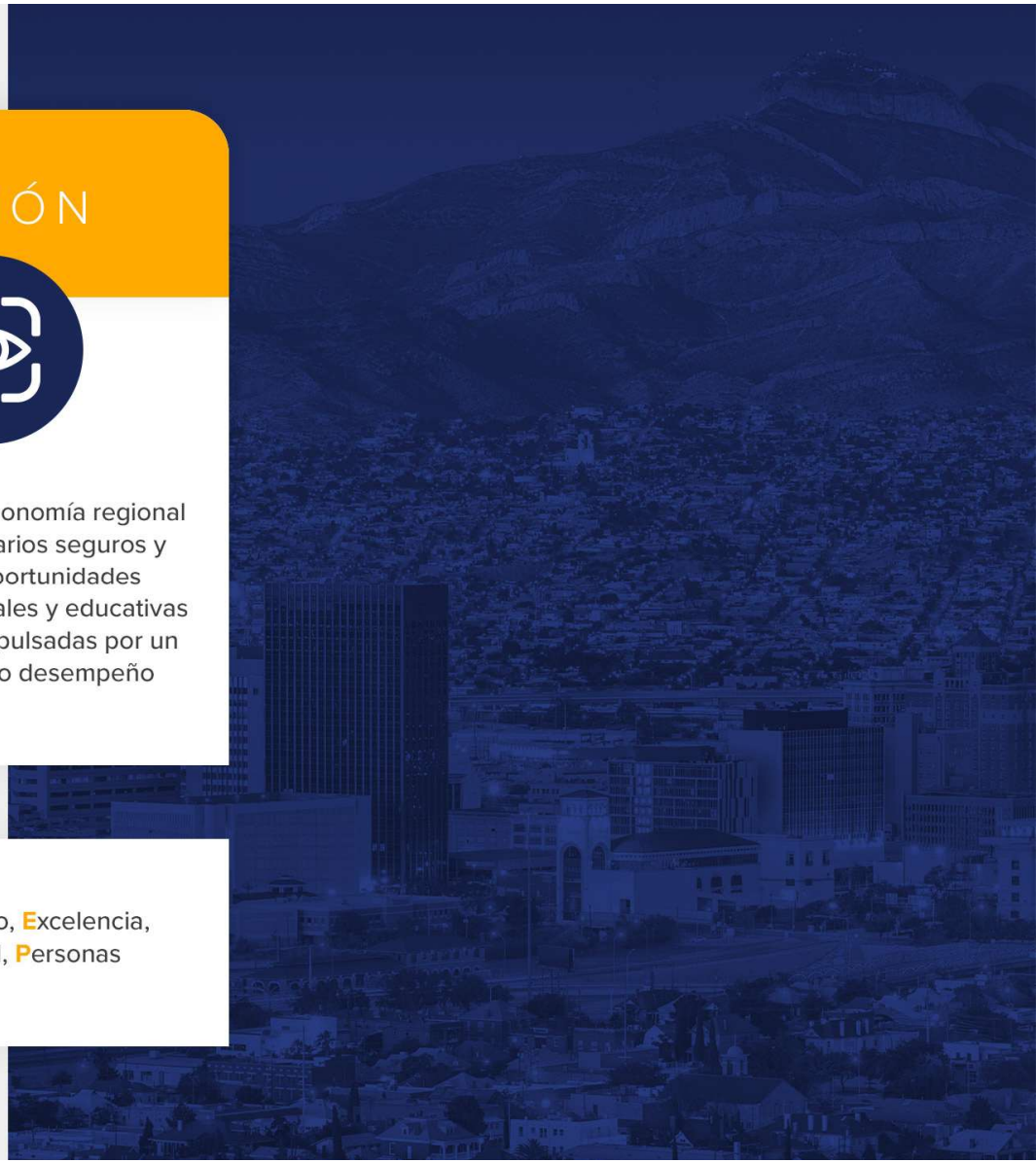
Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

VISIÓN

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño

VALORES

Integridad, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas



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. [POSTPONED FROM 06-09-2026]

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)

REVISED
4:12 pm, Jun 04, 2026

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.

(Signatures begin on the following page)

APPROVED this _____ day of _____, 2026.

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

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

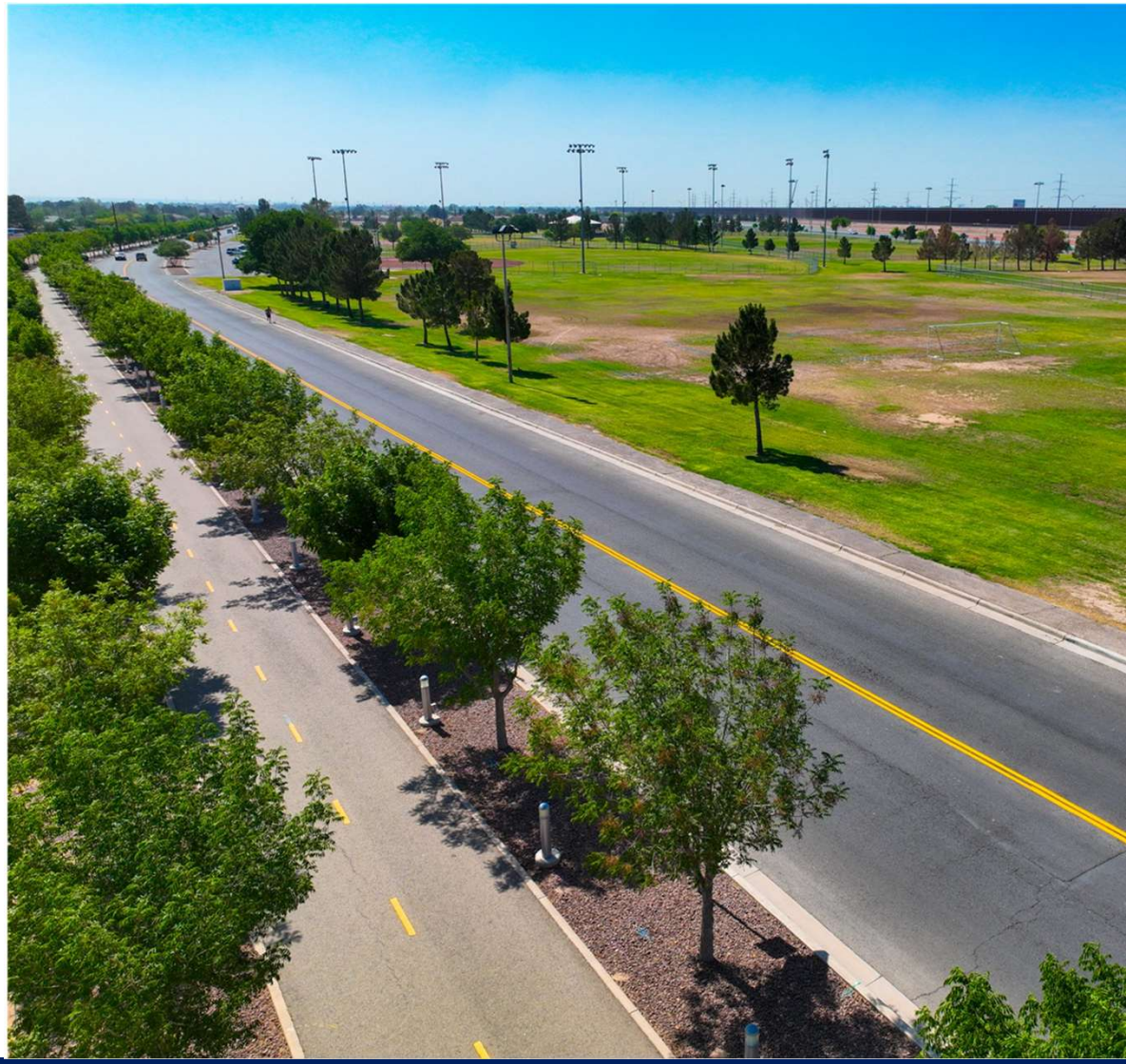
APPROVED AS TO CONTENT:

Robert Cortinas
Chief Financial Officer

Rescind Capital Assets Funding for Group 1 SIB Loan Projects

FY 25-28 TIP – Group 1

6/9/26



Background

- July 1, 2024 - City Council approved the use of capital asset sales funding as a source of matching funds for the Sean Haggerty Drive Extension project and other RMS 2050 projects
- April 29, 2025 - Council approved the use of SIB loans to fund the city's match and local contribution for federally funded transportation projects

Projects

- These resolutions rescind the approval to use capital assets sales funds for the following projects once the SIB Loan funding is received by the City
  - Railroad Drive Reconstruction
  - Sun Valley Street Improvements
  - Playa Drain Shared Use Path Knights to Midway
  - Sunland Park Shared Use Path
  - Traffic Management Center Updates

Recommendations

- 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 following projects 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 the resolution of July 1, 2024 otherwise remains in full force and effect.

  - Railroad Drive Reconstruction
  - Sun Valley Street Improvements
  - Playa Drain Shared Use Path Knights to Midway
  - Sunland Park Shared Use Path
  - Traffic Management Center Updates

MISSION

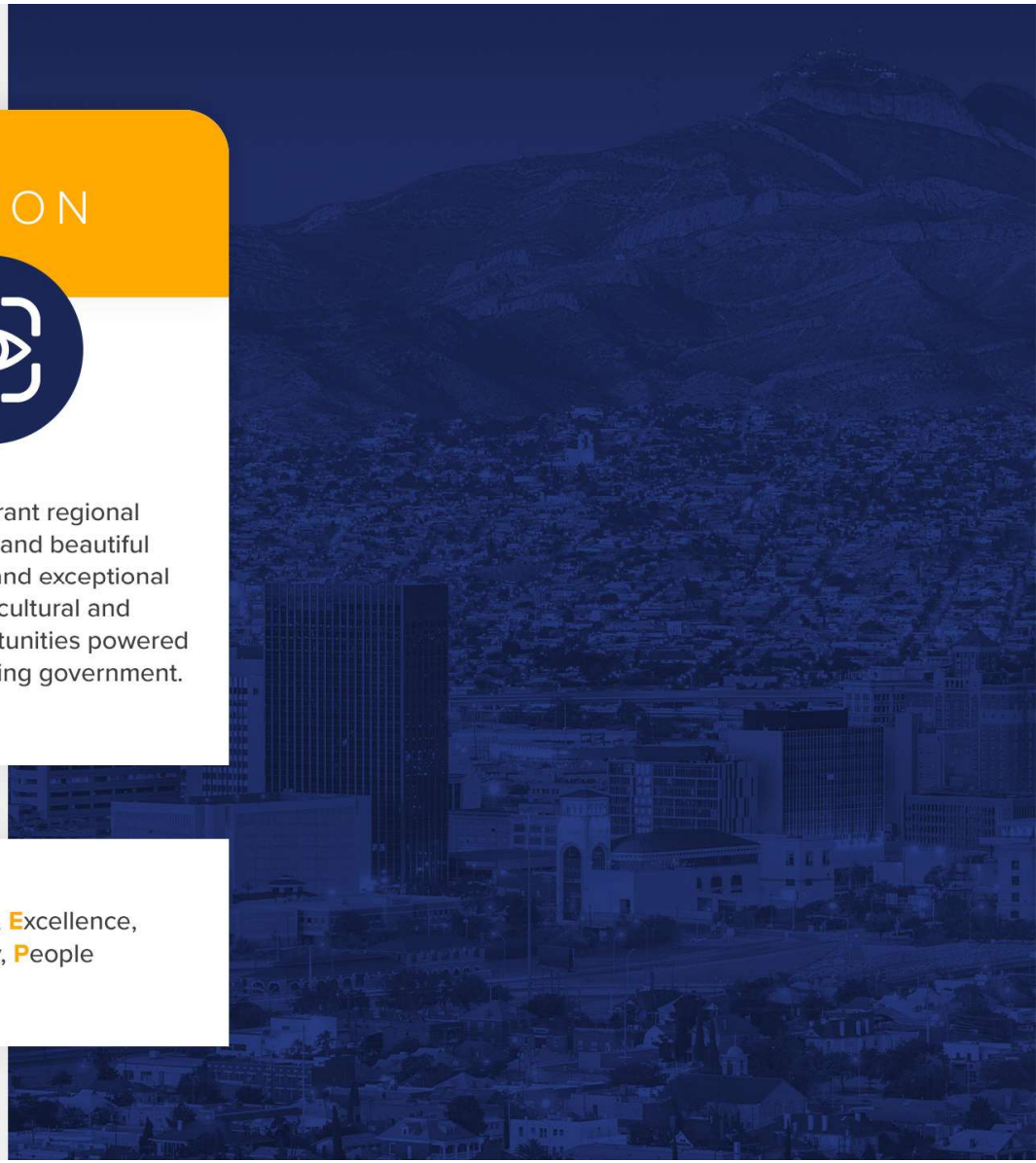
Deliver exceptional services to support a high quality of life and place for our community.

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



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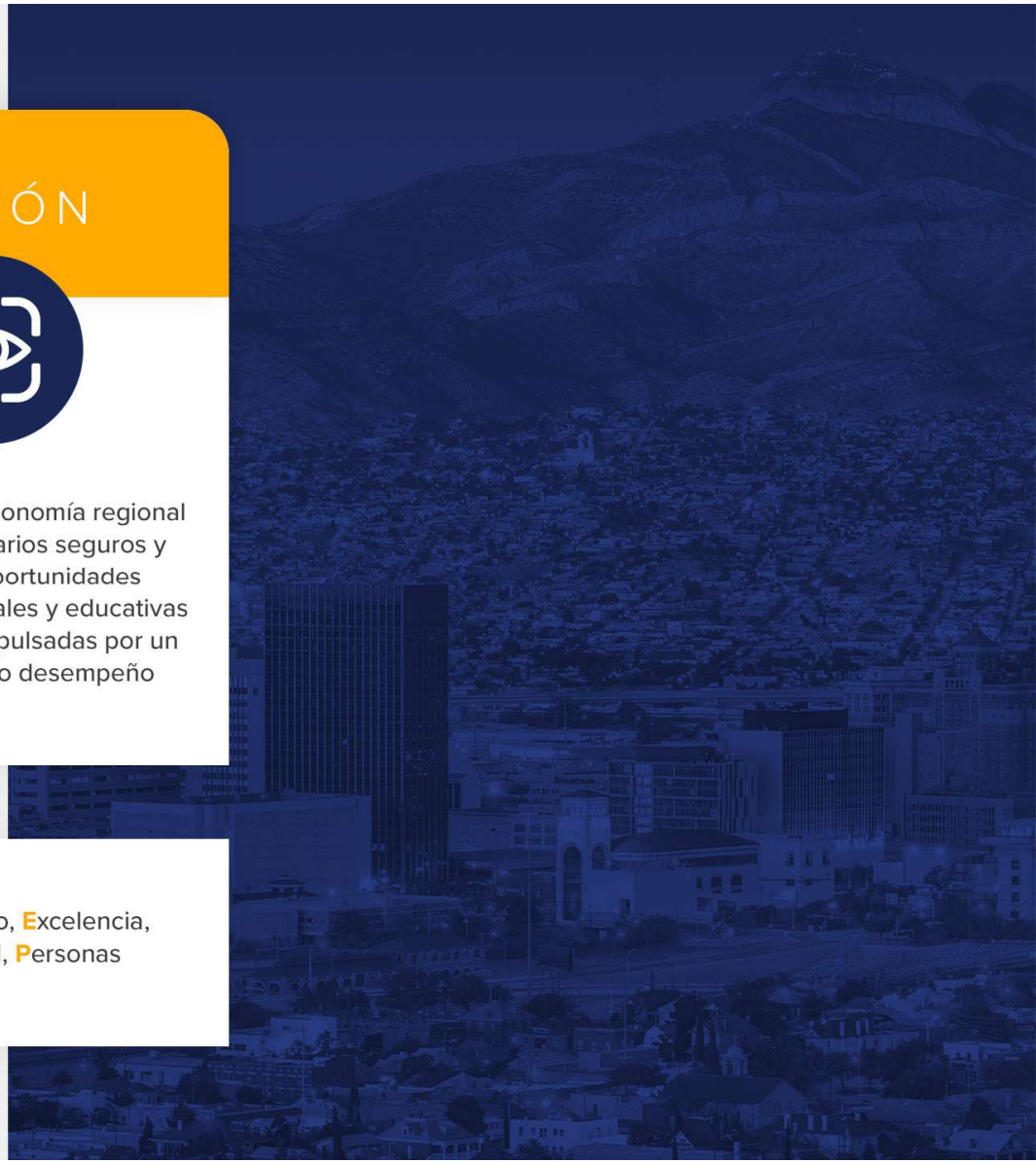

File #: 26-0680, **Version:** 1

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. [POSTPONED FROM 06-09-2026]

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.

.

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;

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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 S2026-005-07									
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

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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*	

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.

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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 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.

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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

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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

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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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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*	

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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District #	24	Code Chart 64#	13400			
Project Name		Playa Drain Path (Yarbrough to Midway)			*AFA Not Used For Research & Development*	

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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Project Name		Playa Drain Path (Yarbrough to Midway)			*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

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
9037ADB3A158441...
6/5/2024
Joaquin Rodriguez, AICP
CID Grant Funded Program Director

APPROVED AS TO FORM:

DocuSigned by:
Roberta Brito
FDC2C0D3E4F7C...
6/5/2024
Roberta Brito
Senior Assistant City Attorney

TxDOT:					Federal Highway Administration:	
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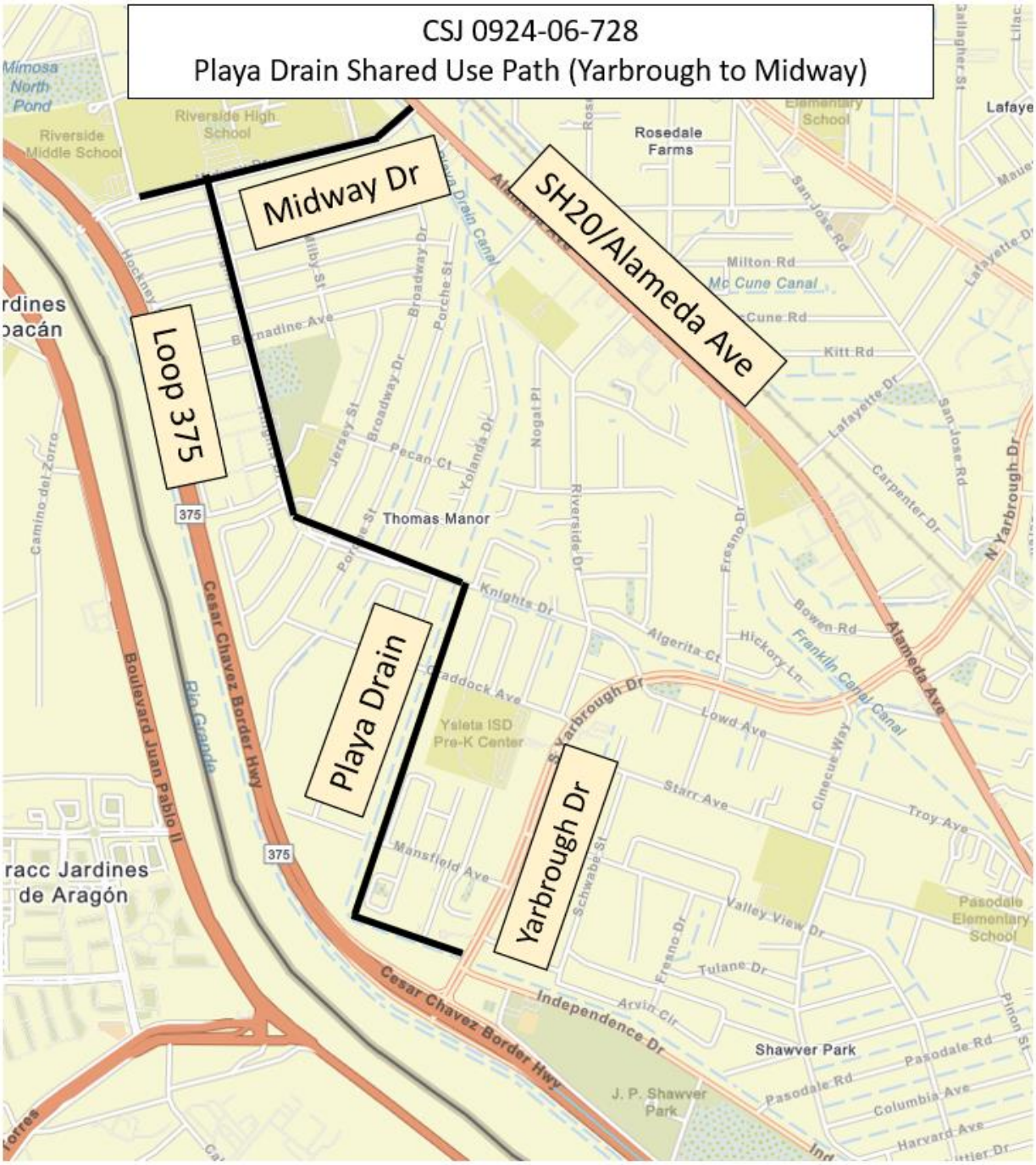
ATTACHMENT A
LOCATION MAP SHOWING PROJECT



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TxDOT:					Federal Highway Administration:	
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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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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

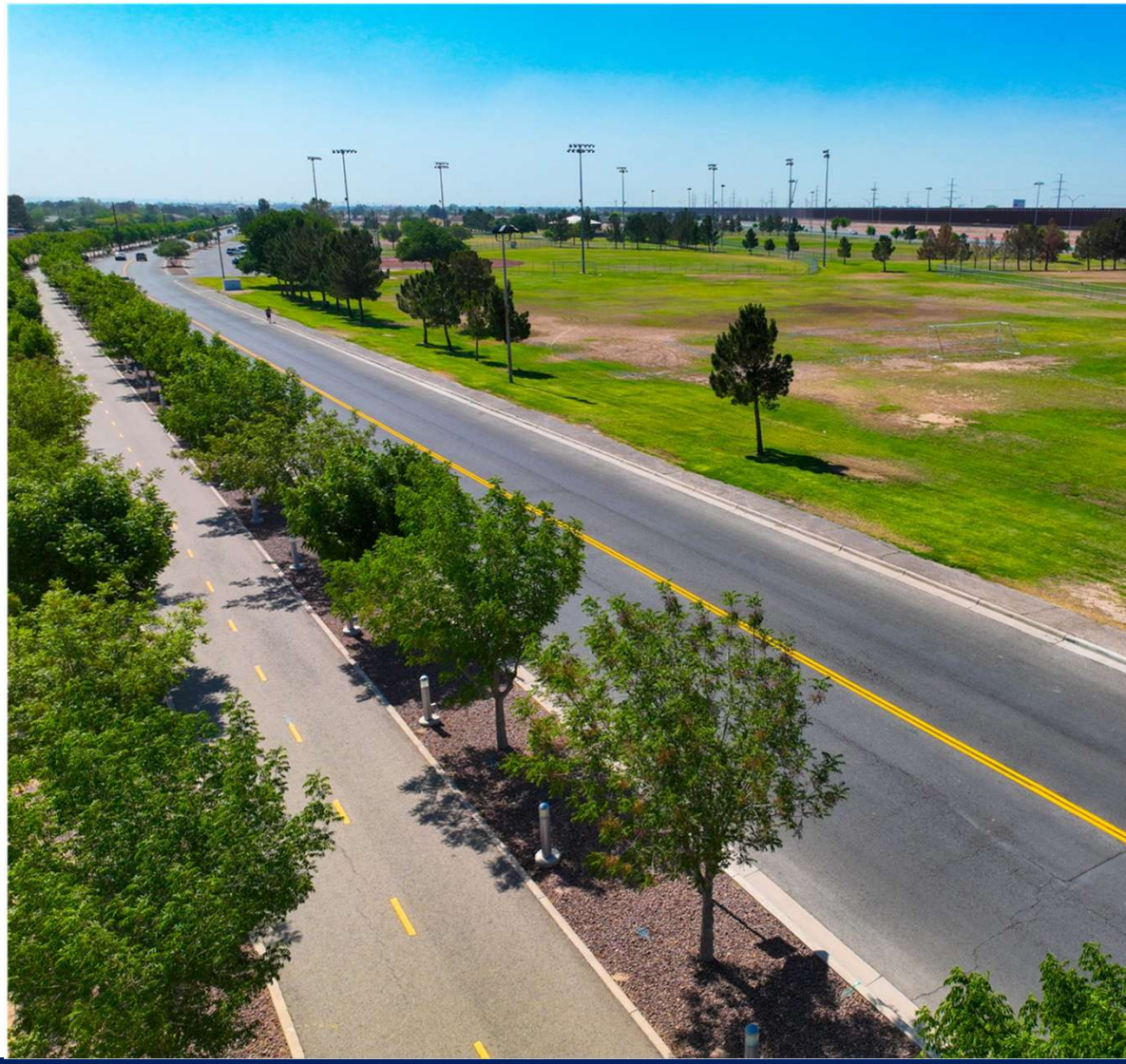
APPROVED AS TO CONTENT:

Joaquín Rodriguez, AICP
Capital Improvement Department

SIB Loan Agreements

FY 25-28 TIP – Group 1

6/9/26



SIB Loan Agreement – Background

- April 29, 2025 - Council approved the use of SIB loans to fund the city's match and local contribution for federally funded transportation projects.
- The group of loans covers projects in the FY25-28 Transportation Improvement Program.
- These loan applications were approved by the Texas Transportation Commission January 29, 2026
- This resolution to approve the SIB loan agreement is the last step in the process.

Projects

- Railroad Drive Reconstruction ($4,067,000)
  - 100% Design – FY27
- Sun Valley Street Improvements ($484,000)
  - 0% Design – FY28
- Playa Drain Shared Use Path Knights to Midway ($458,000)
  - 0% Design – FY28
- Sunland Park Shared Use Path ($3,813,000)
  - 60% Design – FY27
- Traffic Management Center Updates ($6,000,000)
  - 100% Design – FY26

- Total for Group 1 SIB loans: $14,822,000

City of El Paso SIB Loans

- Executed SIB Loan
  - Sean Haggerty Extension: $7,364,000
- Group 1 SIB loans for Council approval: $14,822,000
- Upcoming SIB loans (Group 2): $6,900,000
- Total for all COEP SIB loans: $29,086,000

Recommendations

- That Council accept the SIB loan agreements and terms:
  - 25 years
  - 3.44% interest
- That Council authorize the City Manager to execute the SIB loan agreements
- That Council authorize the City Manager to take or perform any actions required for implementation of the resolution to receive funding from the State Infrastructure Bank

MISSION

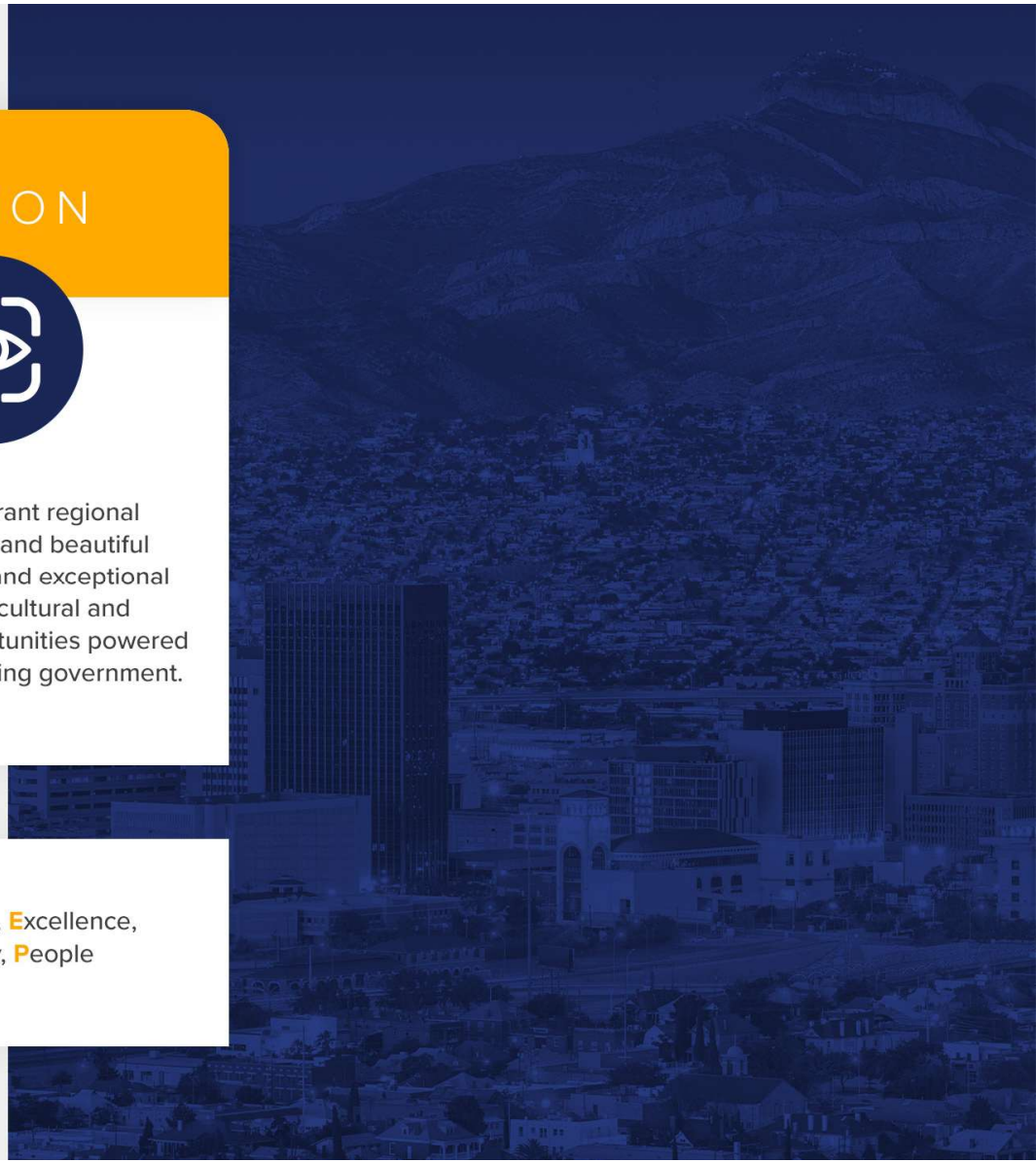
Deliver exceptional services to support a high quality of life and place for our community.

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



MISIÓN

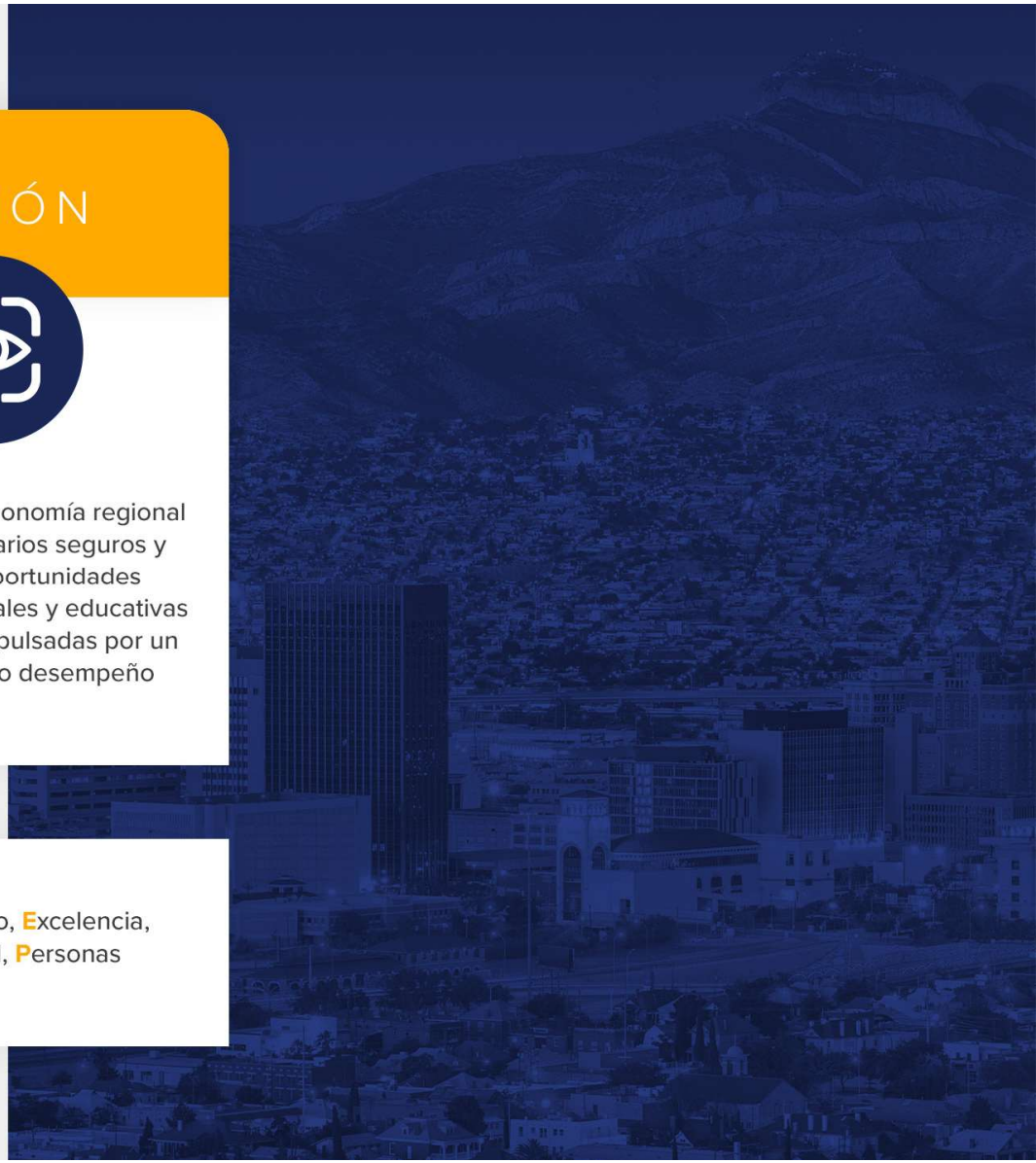
Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

VISIÓN

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño

VALORES

Integridad, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas



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. [POSTPONED FROM 06-09-2026]

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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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*	

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.

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*	

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.

TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-730	AFA ID	Z00009023		CFDA No.	20.205
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District #	24	Code Chart 64#	13400			
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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

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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

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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 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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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

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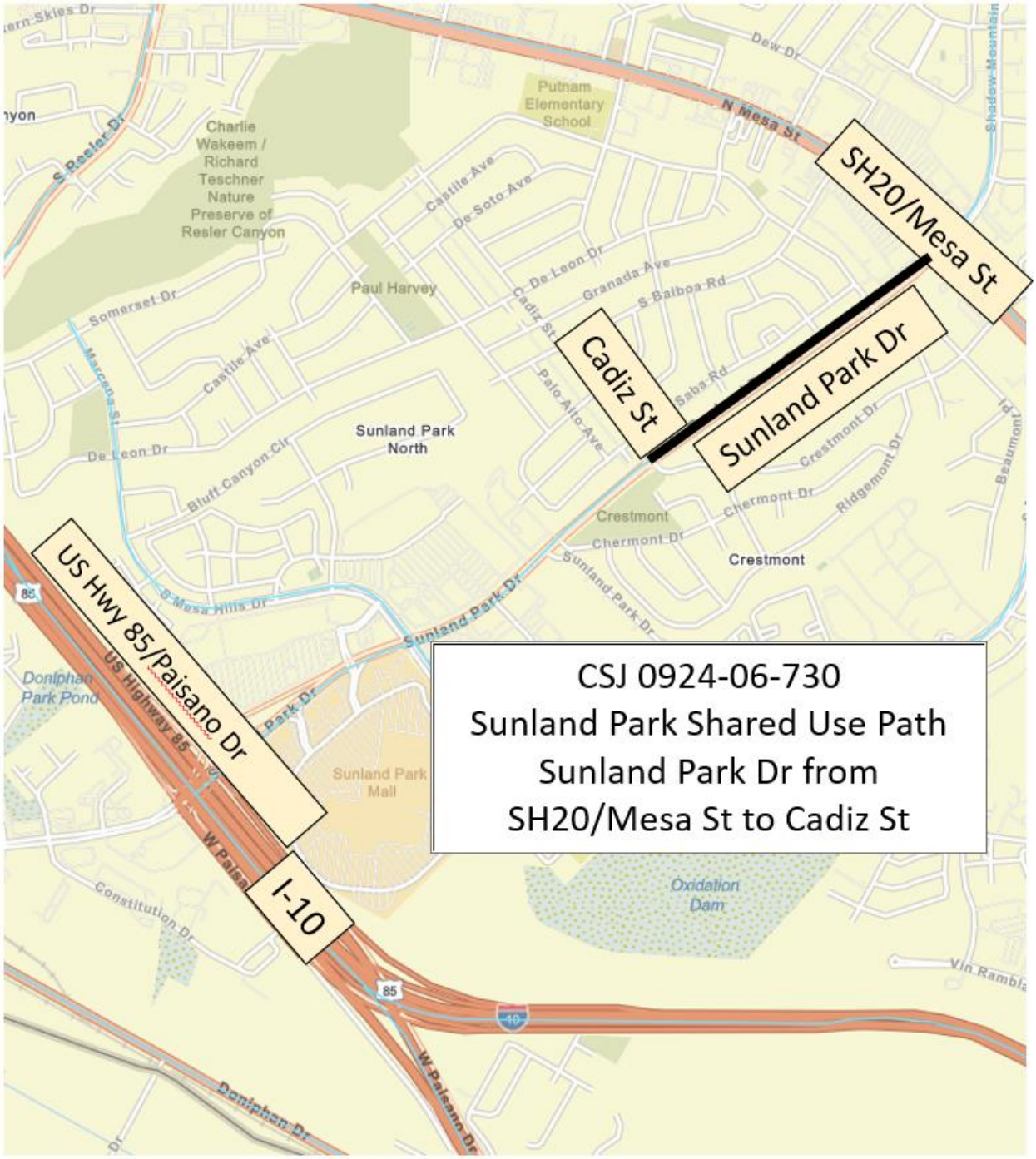
ATTACHMENT A
LOCATION MAP SHOWING PROJECT



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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
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.

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*	

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:

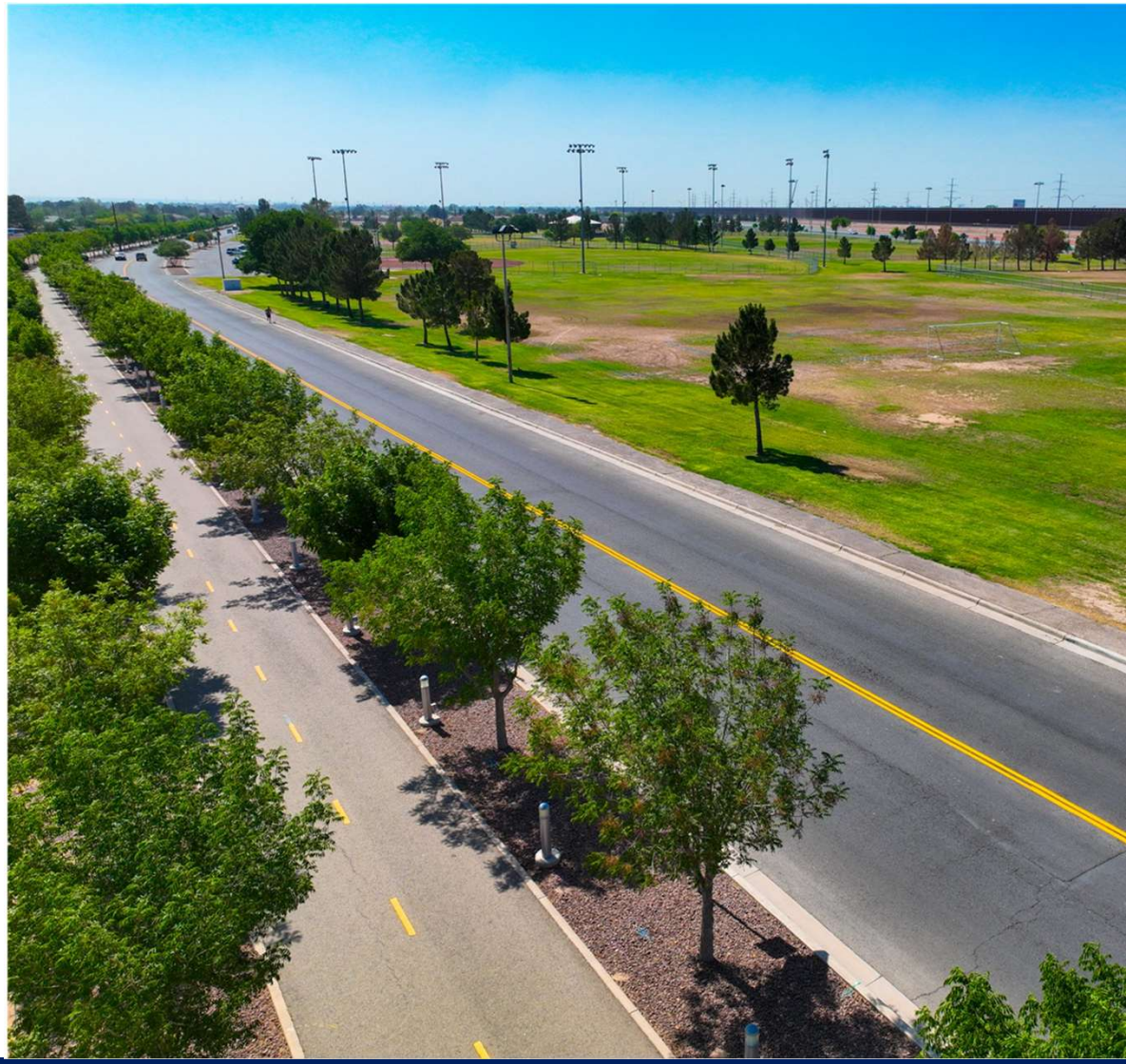
Joaquín Rodriguez, AICP
Capital Improvement Department

HQ 24-2461 | Tran #514838 | CID
Sunland Park Shared Use Path- AFA- Resolution
RAB

SIB Loan Agreements

FY 25-28 TIP – Group 1

6/9/26



SIB Loan Agreement – Background

- April 29, 2025 - Council approved the use of SIB loans to fund the city's match and local contribution for federally funded transportation projects.
- The group of loans covers projects in the FY25-28 Transportation Improvement Program.
- These loan applications were approved by the Texas Transportation Commission January 29, 2026
- This resolution to approve the SIB loan agreement is the last step in the process.

Projects

- Railroad Drive Reconstruction ($4,067,000)
  - 100% Design – FY27
- Sun Valley Street Improvements ($484,000)
  - 0% Design – FY28
- Playa Drain Shared Use Path Knights to Midway ($458,000)
  - 0% Design – FY28
- Sunland Park Shared Use Path ($3,813,000)
  - 60% Design – FY27
- Traffic Management Center Updates ($6,000,000)
  - 100% Design – FY26

- Total for Group 1 SIB loans: $14,822,000

City of El Paso SIB Loans

- Executed SIB Loan
  - Sean Haggerty Extension: $7,364,000
- Group 1 SIB loans for Council approval: $14,822,000
- Upcoming SIB loans (Group 2): $6,900,000
- Total for all COEP SIB loans: $29,086,000

Recommendations

- That Council accept the SIB loan agreements and terms:
  - 25 years
  - 3.44% interest
- That Council authorize the City Manager to execute the SIB loan agreements
- That Council authorize the City Manager to take or perform any actions required for implementation of the resolution to receive funding from the State Infrastructure Bank

MISSION

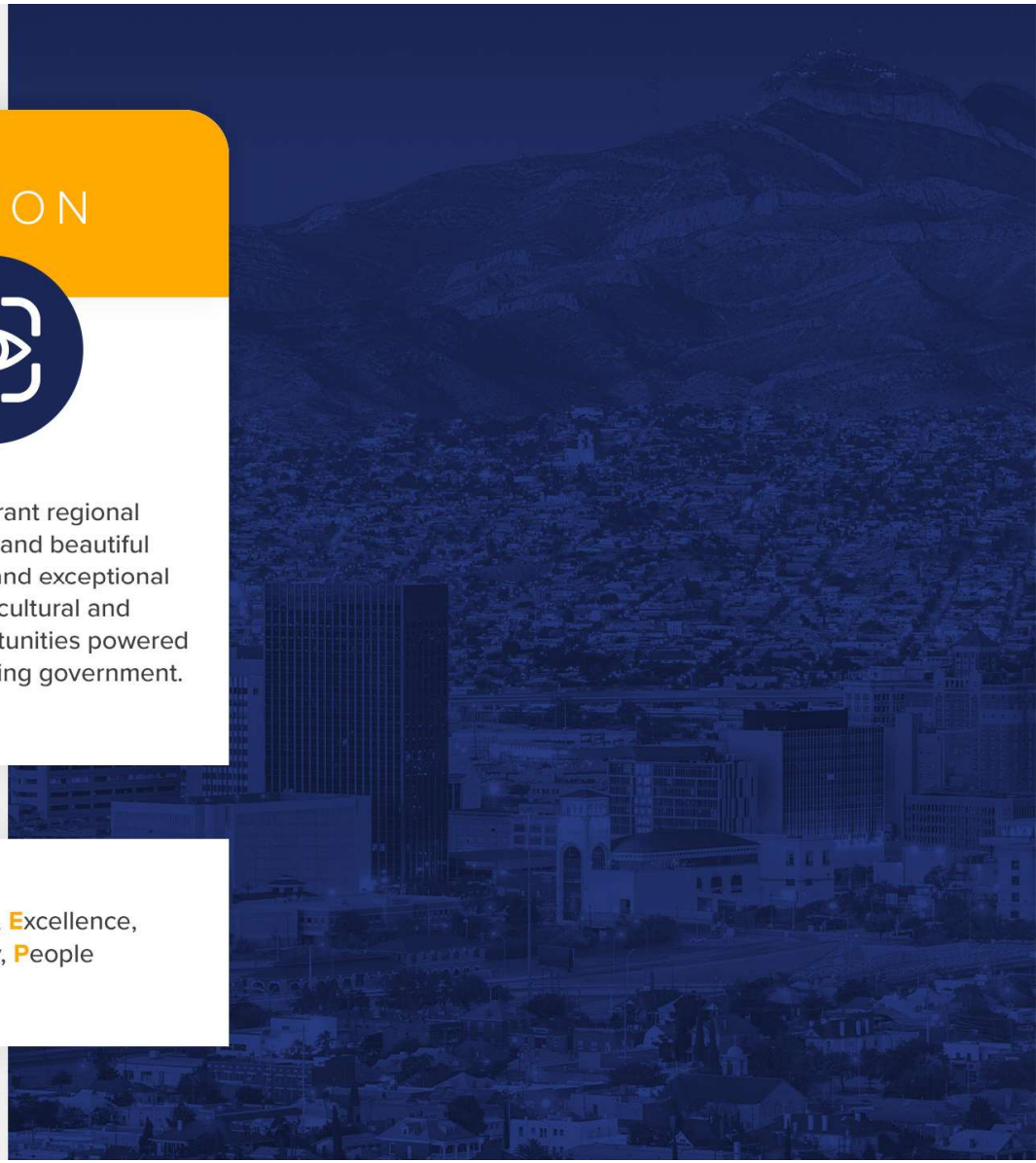
Deliver exceptional services to support a high quality of life and place for our community.

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



MISIÓN

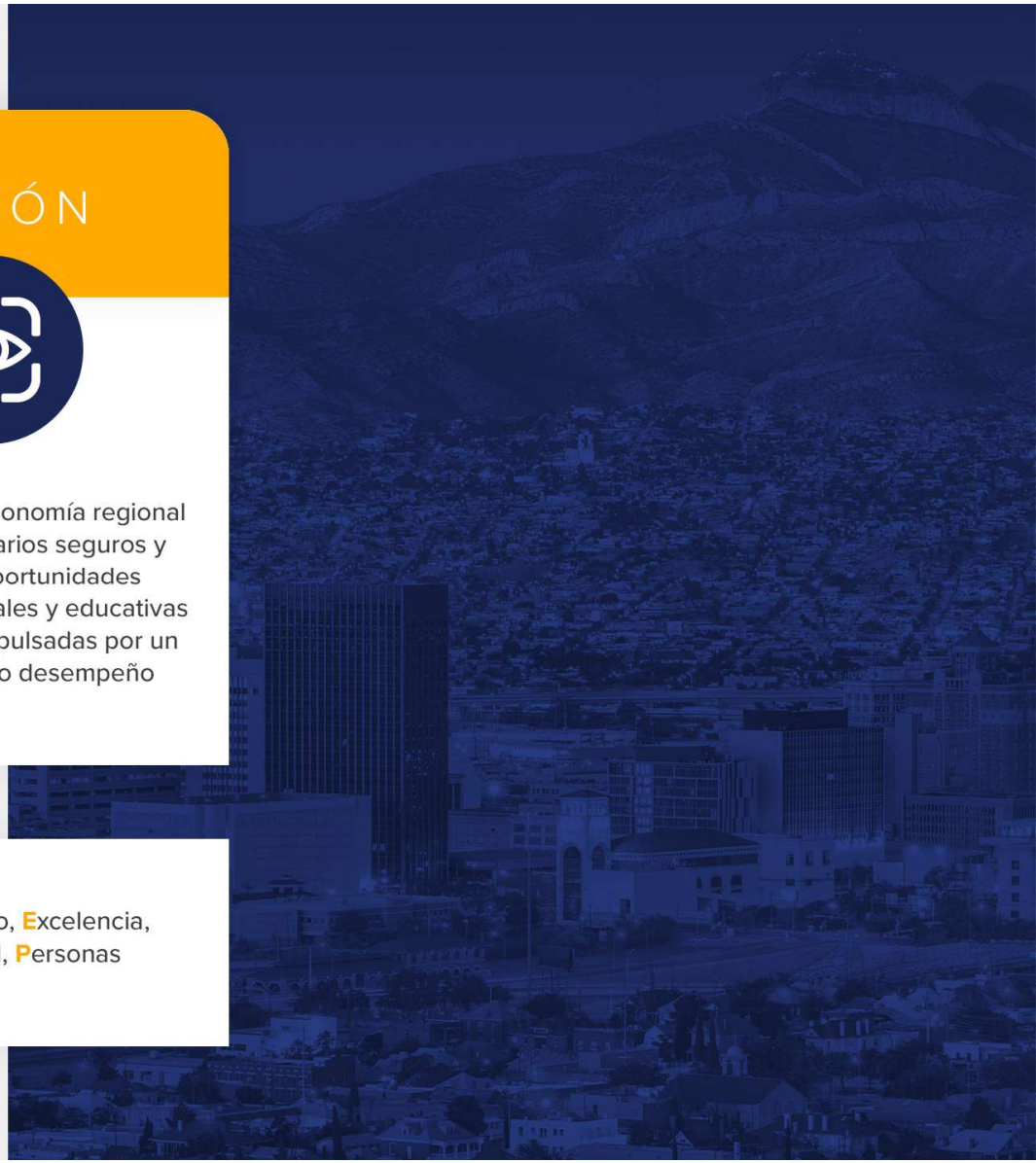
Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

VISIÓN

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño

VALORES

Integridad, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas



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. [POSTPONED FROM 06-09-2026]

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.

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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 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

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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TEXAS TRANSPORTATION COMMISSION

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

DocuSign Envelope ID: 9886BBEF-7E83-46DE-95C6-5570CAFC3985

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:

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*	

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

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*	

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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District #	24 ELP	Code Chart 64#	13400			
Project Name		Railroad Dr. Widening & Reconstruction			*AFA Not Used For Research & Development*	

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

TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-625	AFA ID	Z00003121		CFDA No.	20.205
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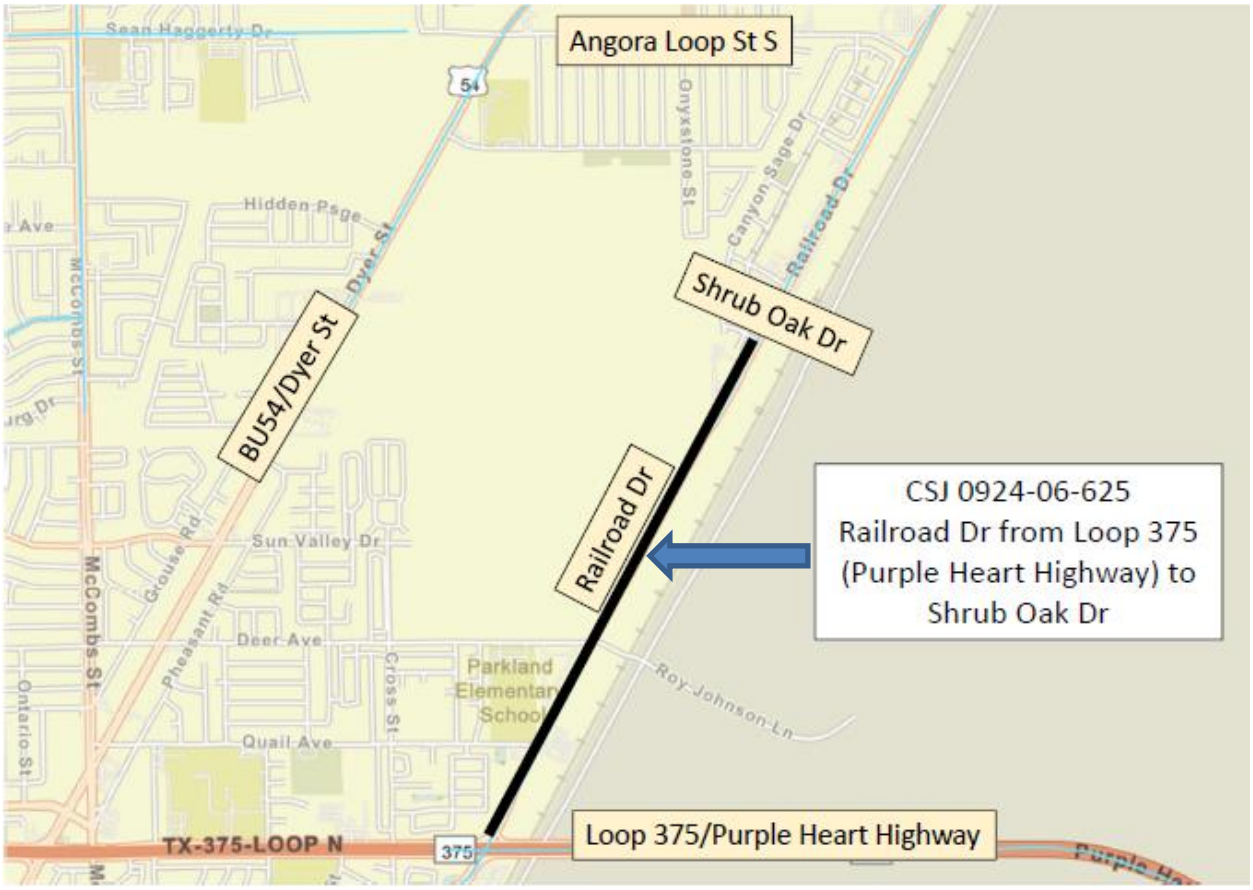
District #	24 ELP	Code Chart 64#	13400			
Project Name		Railroad Dr. Widening & Reconstruction			*AFA Not Used For Research & Development*	

ATTACHMENT A
LOCATION MAP SHOWING PROJECT



TxDOT:					Federal Highway Administration:	
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District #	24 ELP	Code Chart 64#	13400			
Project Name		Railroad Dr. Widening & Reconstruction			*AFA Not Used For Research & Development*	

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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TxDOT:					Federal Highway Administration:	
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Project Name		Railroad Dr. Widening & Reconstruction			*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 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

TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-625	AFA ID	Z00003121		CFDA No.	20.205
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Project Name		Railroad Dr. Widening & Reconstruction			*AFA Not Used For Research & Development*	

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.

Docusign Envelope ID: C45A56A0-CB85-46E9-9853-90E2A9F2C0AD

TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-625	AFA ID	Z00003121		CFDA No.	20.205
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District #	24 ELP	Code Chart 64#	13400			
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 Roberta Brito
FDCF213D39EA446...

APPROVED AS TO FORM:

DocuSigned by:
Joaquin Rodriguez Joaquin Rodriguez
9037ADB814504A1...

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

Docusign Envelope ID: C45A56A0-CB85-46E9-9853-90E2A9F2C0AD

TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-625	AFA ID	Z00003121		CFDA No.	20.205
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District #	24 ELP	Code Chart 64#	13400			
Project Name		Railroad Dr. Widening & Reconstruction			*AFA Not Used For Research & Development*	

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.

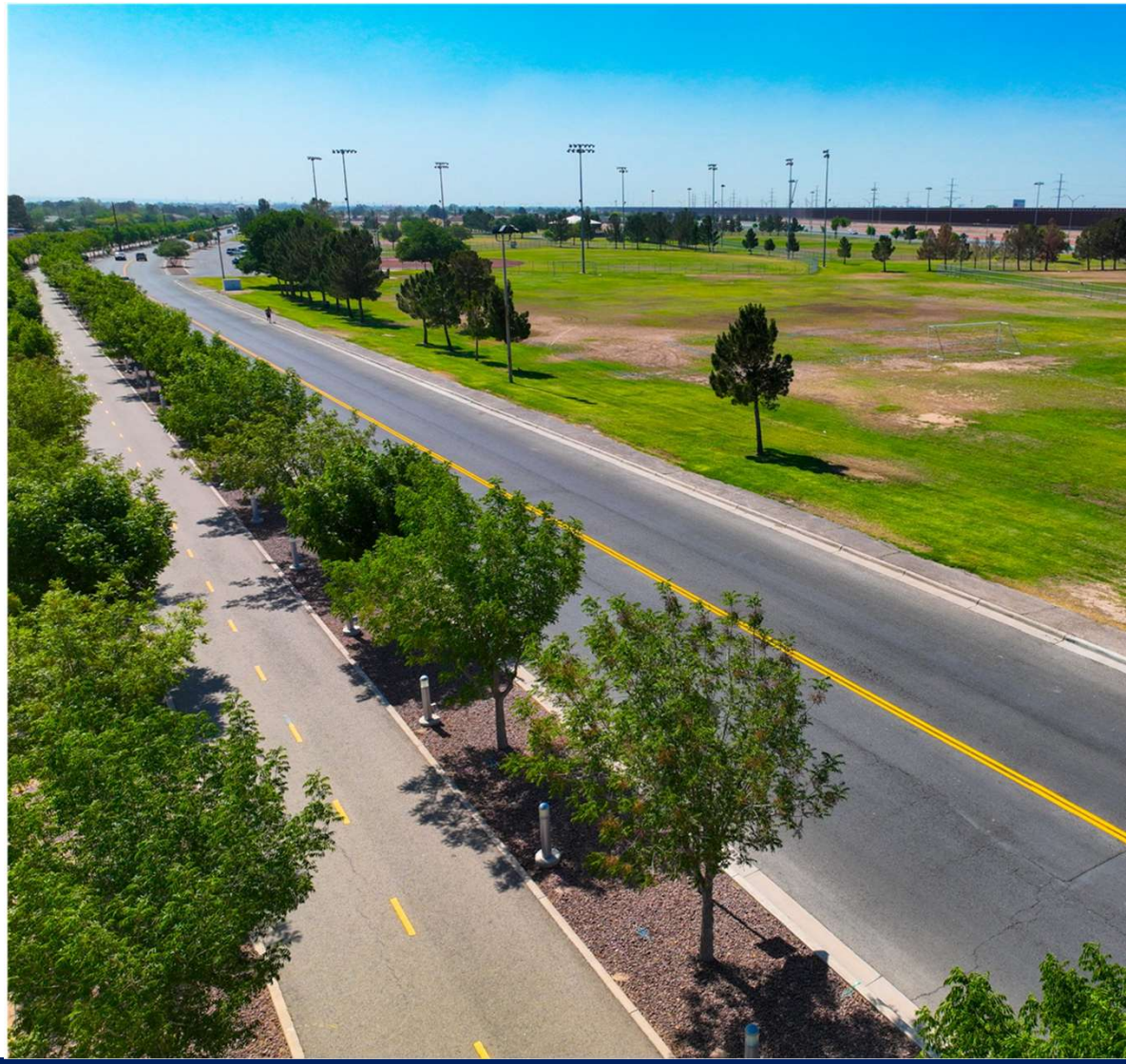
Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Preliminary Engineering [PE] CAT 7 (by Local Gov't)	$3,200,000	80%	$2,560,000	0%	14%	$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

SIB Loan Agreements

FY 25-28 TIP – Group 1

6/9/26



SIB Loan Agreement – Background

- April 29, 2025 - Council approved the use of SIB loans to fund the city's match and local contribution for federally funded transportation projects.
- The group of loans covers projects in the FY25-28 Transportation Improvement Program.
- These loan applications were approved by the Texas Transportation Commission January 29, 2026
- This resolution to approve the SIB loan agreement is the last step in the process.

Projects

- Railroad Drive Reconstruction ($4,067,000)
  - 100% Design – FY27
- Sun Valley Street Improvements ($484,000)
  - 0% Design – FY28
- Playa Drain Shared Use Path Knights to Midway ($458,000)
  - 0% Design – FY28
- Sunland Park Shared Use Path ($3,813,000)
  - 60% Design – FY27
- Traffic Management Center Updates ($6,000,000)
  - 100% Design – FY26

- Total for Group 1 SIB loans: $14,822,000

City of El Paso SIB Loans

- Executed SIB Loan
  - Sean Haggerty Extension: $7,364,000
- Group 1 SIB loans for Council approval: $14,822,000
- Upcoming SIB loans (Group 2): $6,900,000
- Total for all COEP SIB loans: $29,086,000

Recommendations

- That Council accept the SIB loan agreements and terms:
  - 25 years
  - 3.44% interest
- That Council authorize the City Manager to execute the SIB loan agreements
- That Council authorize the City Manager to take or perform any actions required for implementation of the resolution to receive funding from the State Infrastructure Bank

MISSION

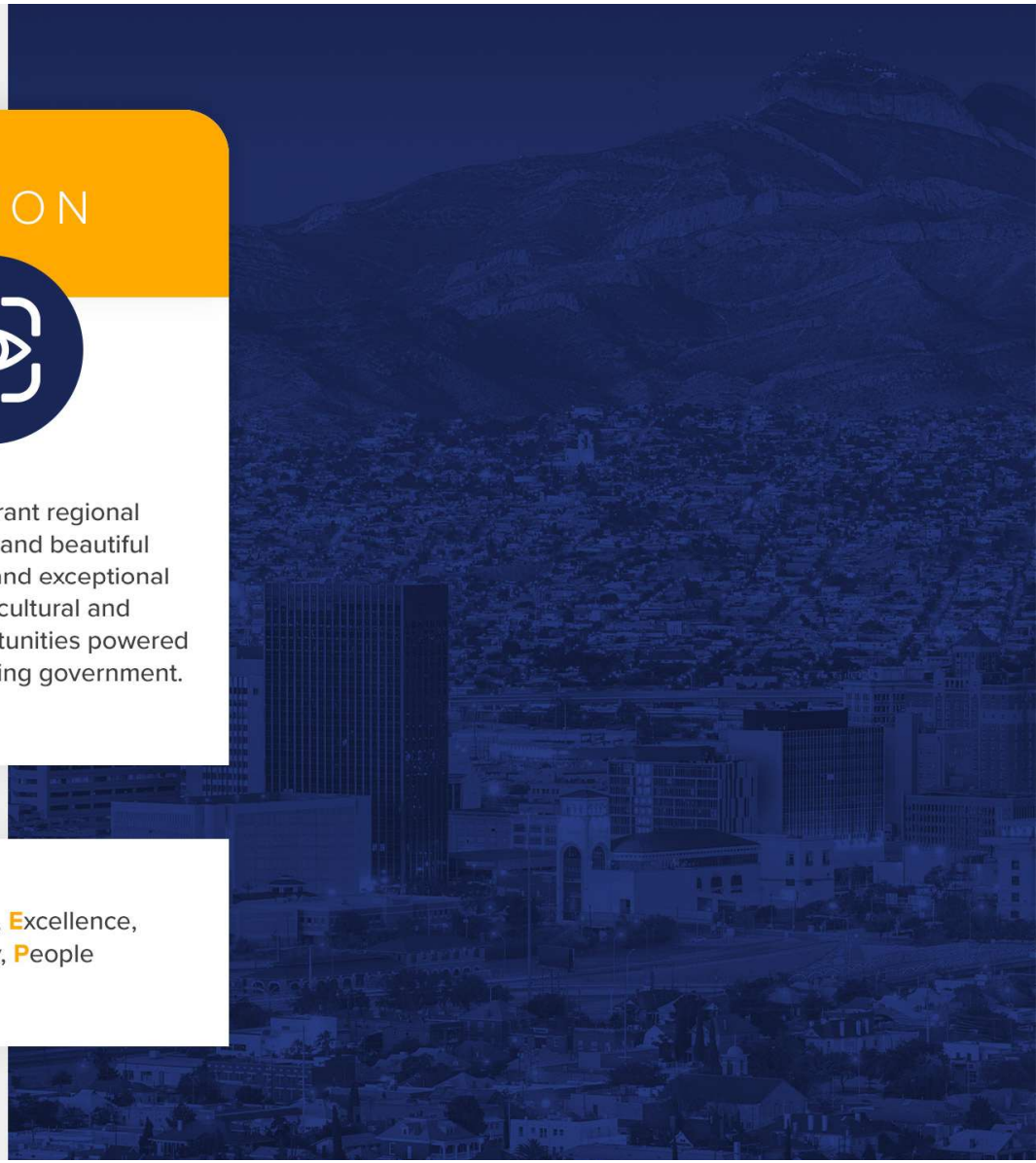
Deliver exceptional services to support a high quality of life and place for our community.

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



MISIÓN

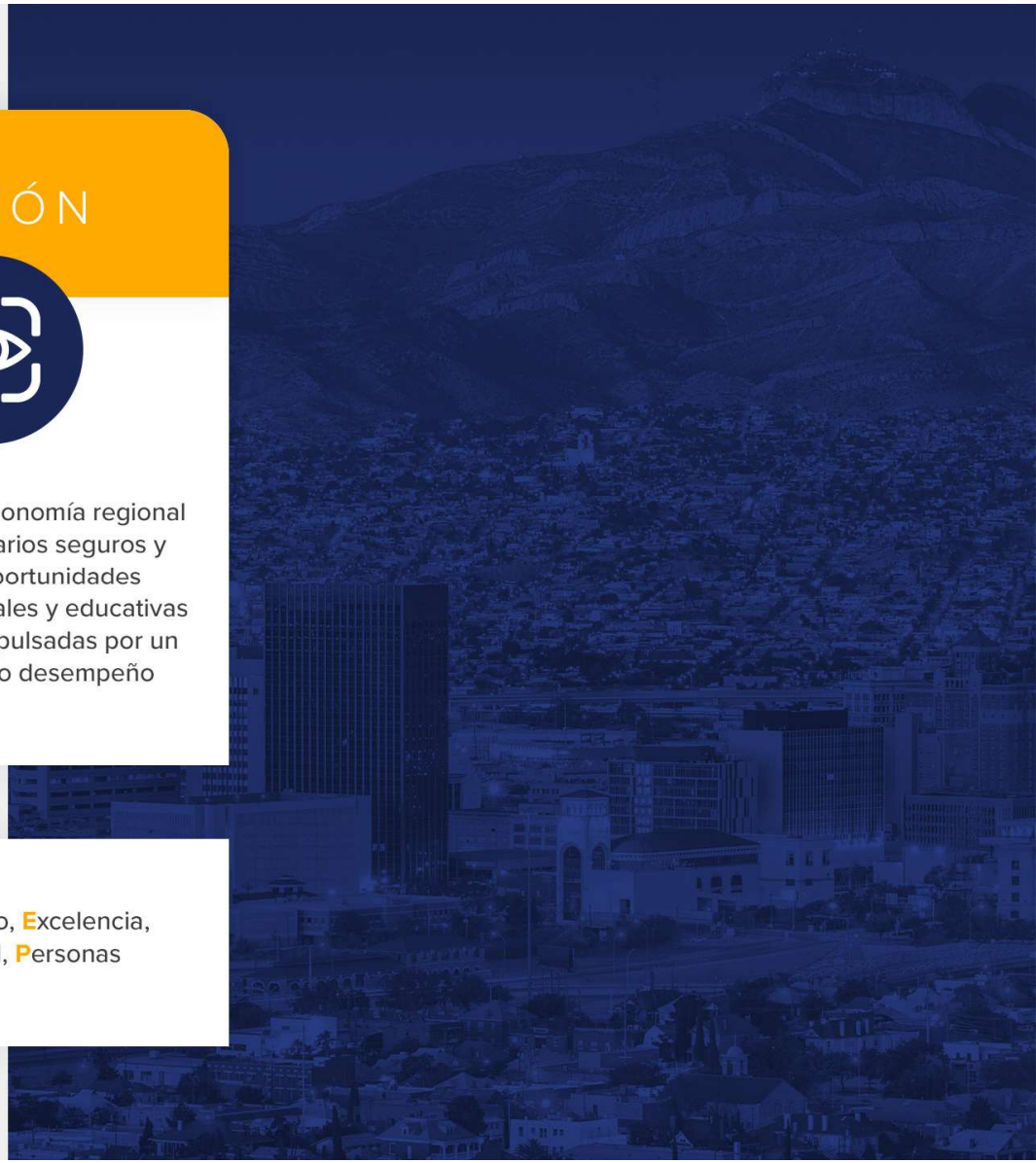
Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

VISIÓN

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño

VALORES

Integridad, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas



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. [POSTPONED FROM 06-09-2026]

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
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*	

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:

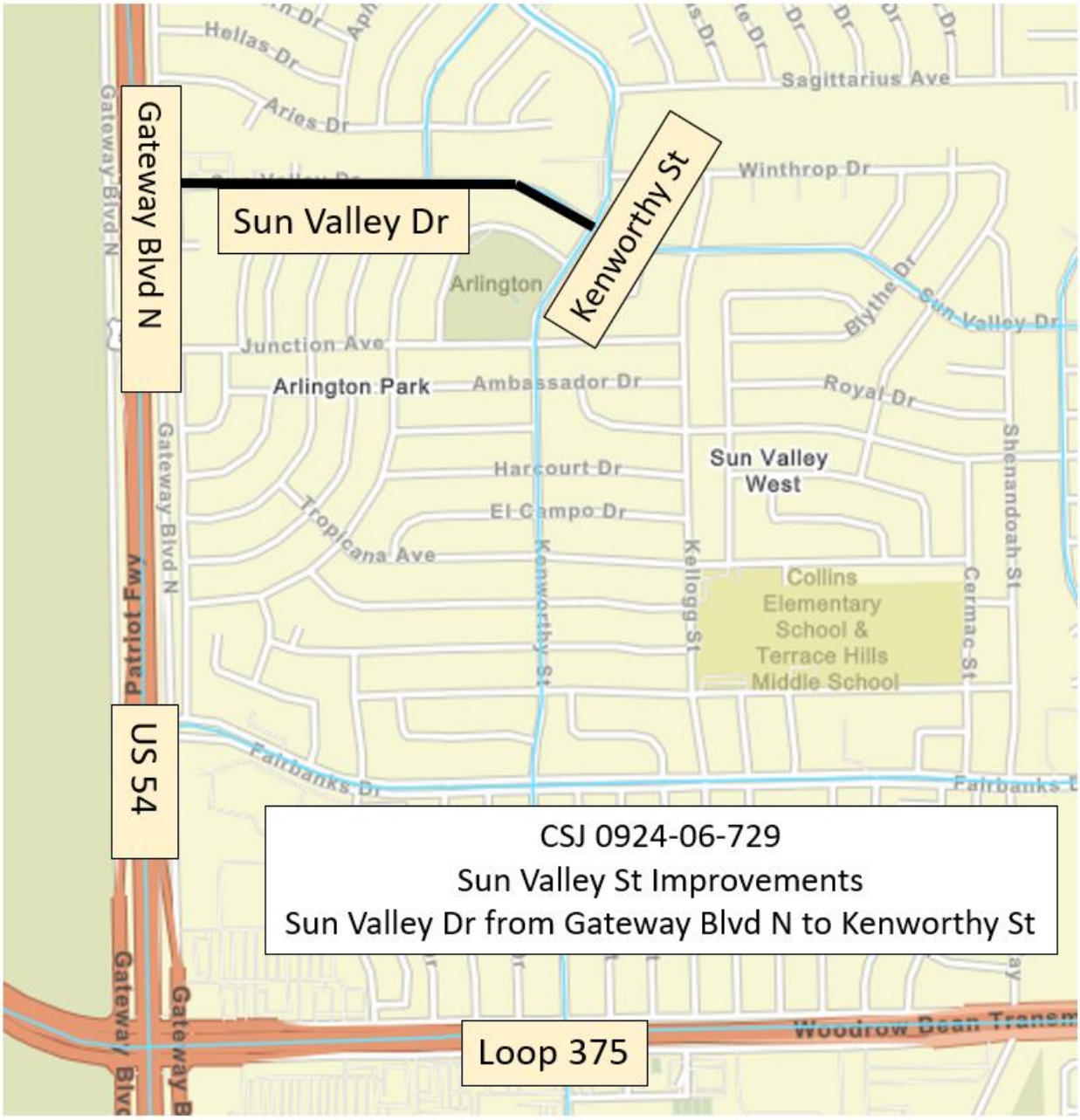
DocuSigned by:
Joaquin Rodriguez
9037ADB81450441...
Joaquin Rodriguez, AICP
CID Grant Funded Program Director
4/22/2024

APPROVED AS TO FORM:

DocuSigned by:
Roberta Brito
FDCF213D39EA446...
Roberta Brito
Senior Assistant City Attorney
4/23/2024

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.

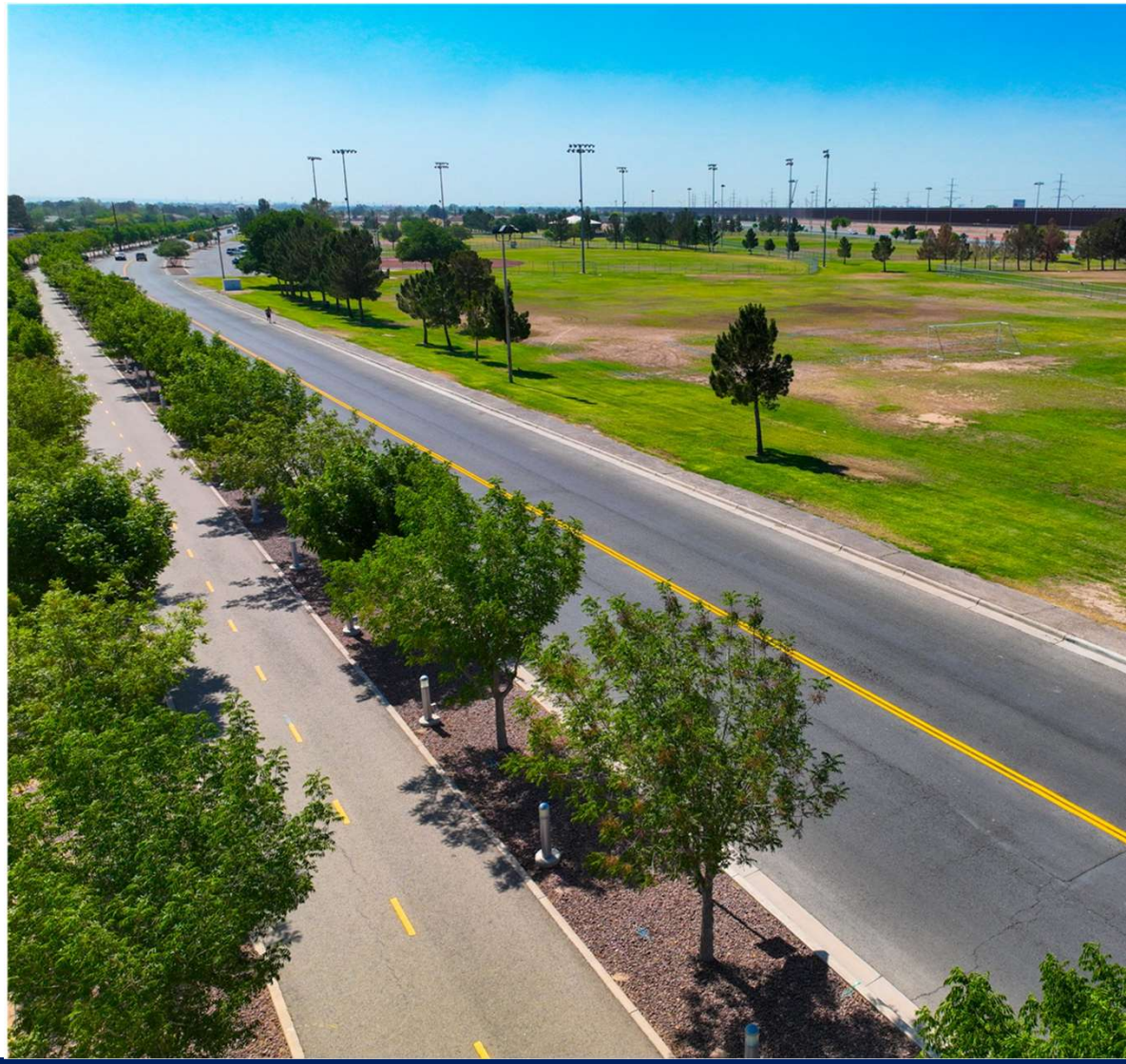
Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Engineering (by Local Government)	$930,652.00	80%	$ 744,521.60	0%	12%	$111,678.24	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.

SIB Loan Agreements

FY 25-28 TIP – Group 1

6/9/26



SIB Loan Agreement – Background

- April 29, 2025 - Council approved the use of SIB loans to fund the city's match and local contribution for federally funded transportation projects.
- The group of loans covers projects in the FY25-28 Transportation Improvement Program.
- These loan applications were approved by the Texas Transportation Commission January 29, 2026
- This resolution to approve the SIB loan agreement is the last step in the process.

Projects

- Railroad Drive Reconstruction ($4,067,000)
  - 100% Design – FY27
- Sun Valley Street Improvements ($484,000)
  - 0% Design – FY28
- Playa Drain Shared Use Path Knights to Midway ($458,000)
  - 0% Design – FY28
- Sunland Park Shared Use Path ($3,813,000)
  - 60% Design – FY27
- Traffic Management Center Updates ($6,000,000)
  - 100% Design – FY26

- Total for Group 1 SIB loans: $14,822,000

City of El Paso SIB Loans

- Executed SIB Loan
  - Sean Haggerty Extension: $7,364,000
- Group 1 SIB loans for Council approval: $14,822,000
- Upcoming SIB loans (Group 2): $6,900,000
- Total for all COEP SIB loans: $29,086,000

Recommendations

- That Council accept the SIB loan agreements and terms:
  - 25 years
  - 3.44% interest
- That Council authorize the City Manager to execute the SIB loan agreements
- That Council authorize the City Manager to take or perform any actions required for implementation of the resolution to receive funding from the State Infrastructure Bank

MISSION

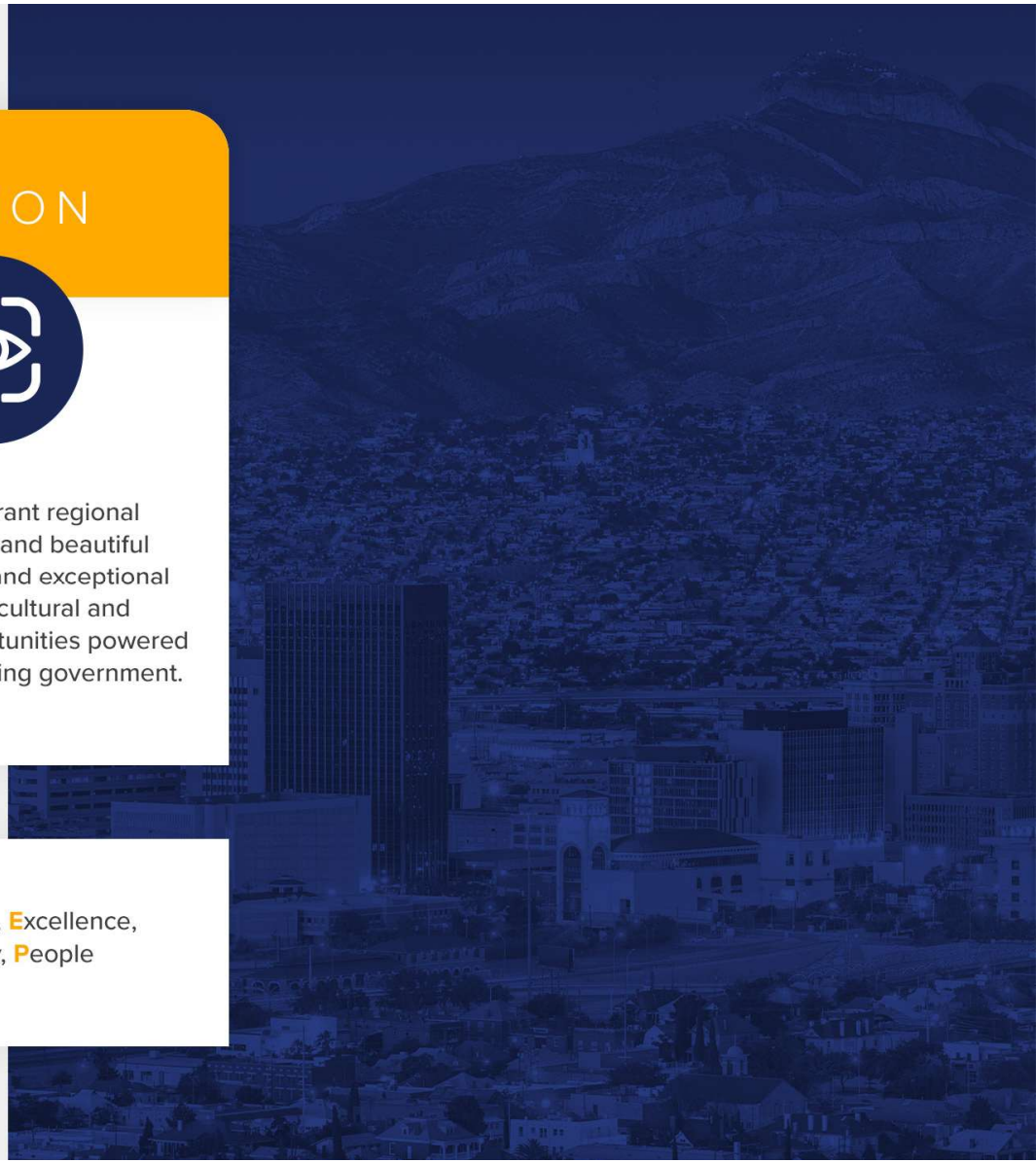
Deliver exceptional services to support a high quality of life and place for our community.

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



MISIÓN

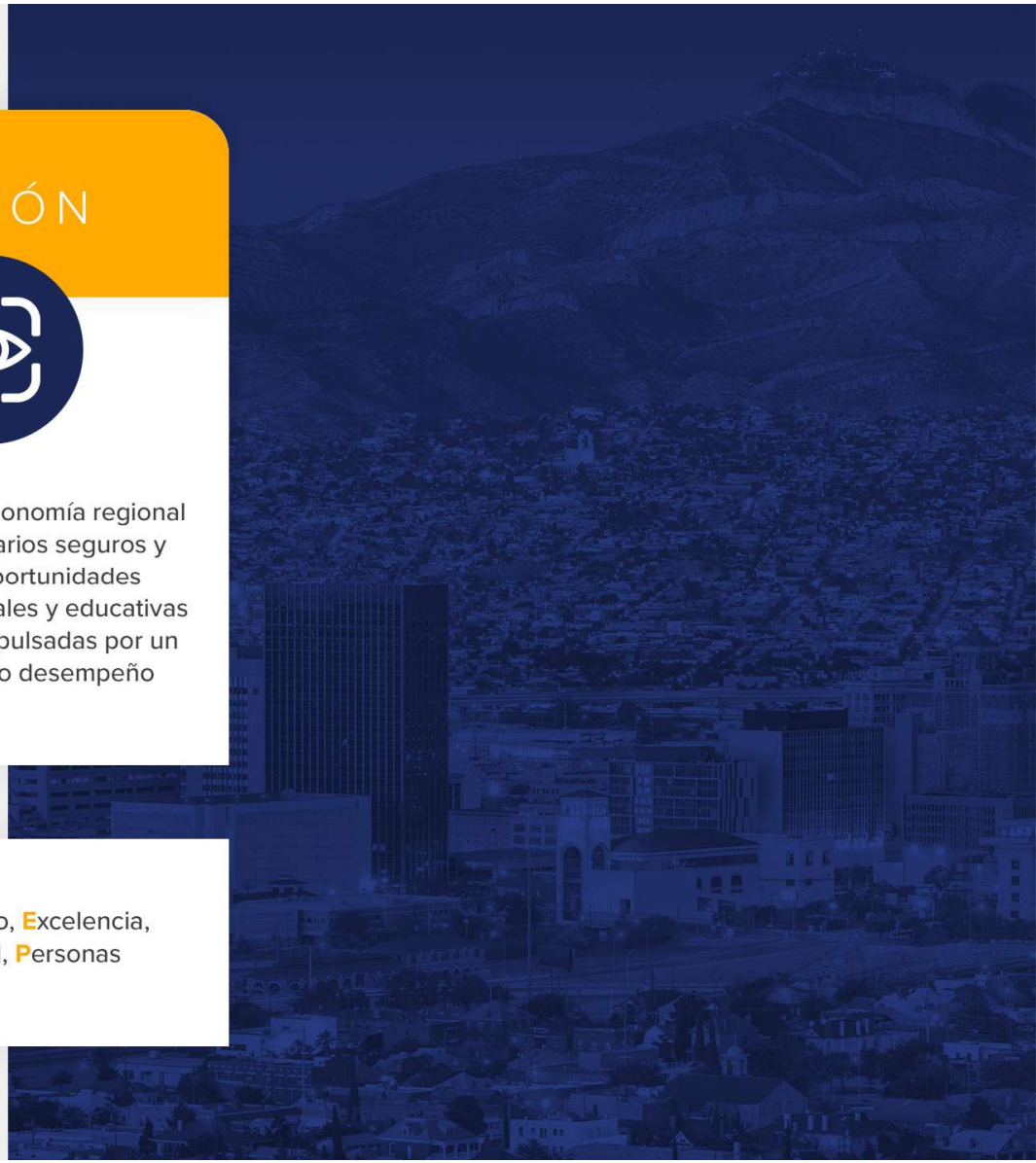
Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

VISIÓN

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño

VALORES

Integridad, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas



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. [POSTPONED FROM 06-09-2026]

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

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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:

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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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Code Chart 64 #	13400		
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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*]

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Project Name	Traffic Management Center Upgrade, PH2				
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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

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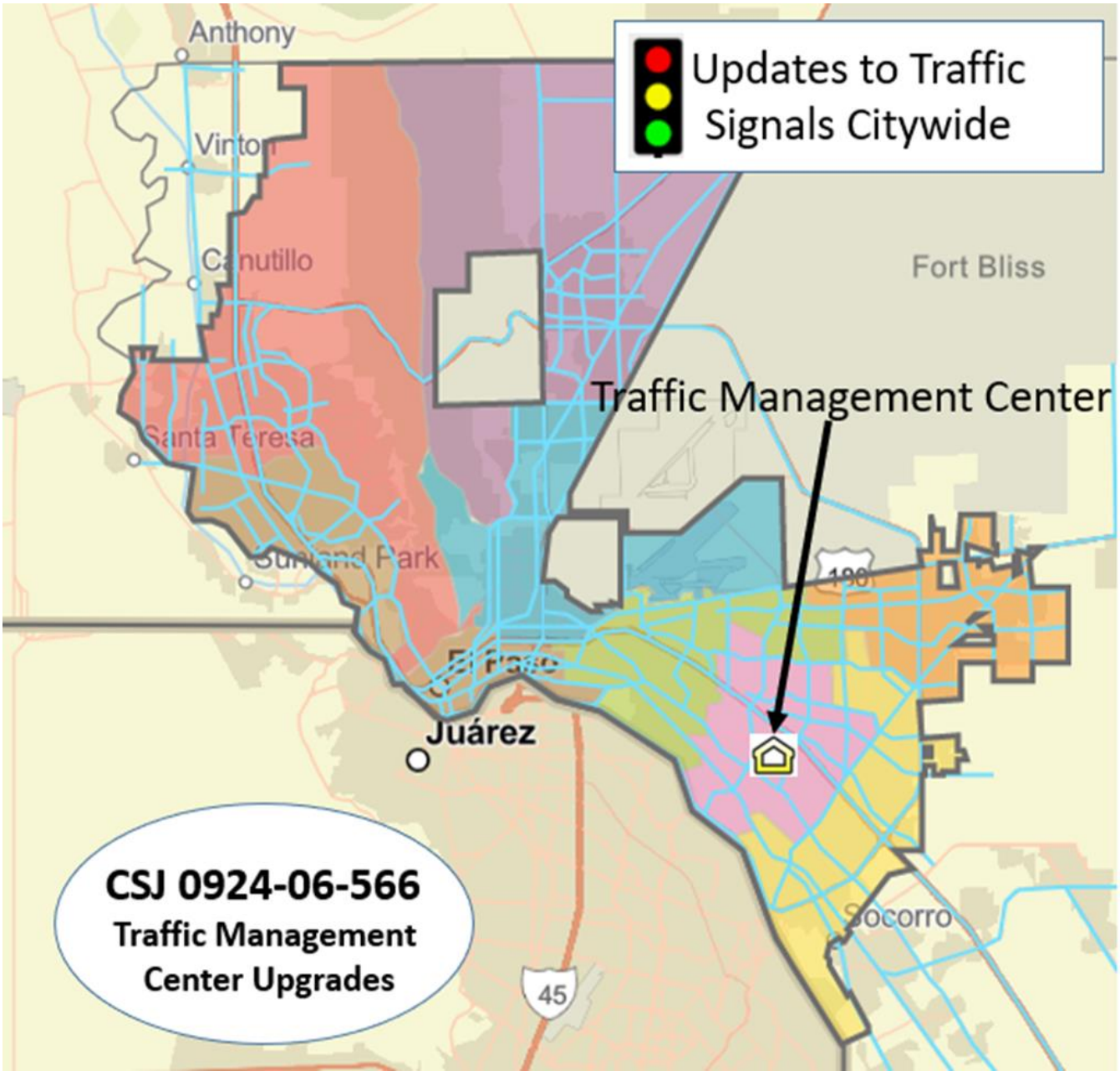
ATTACHMENT A-1

LOCATION MAP SHOWING PROJECT



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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.

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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.

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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.

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Project Name		Traffic Management Center Upgrade, Phase 3			*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.	**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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District #	24-ELP	Code Chart 64#	13400			
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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

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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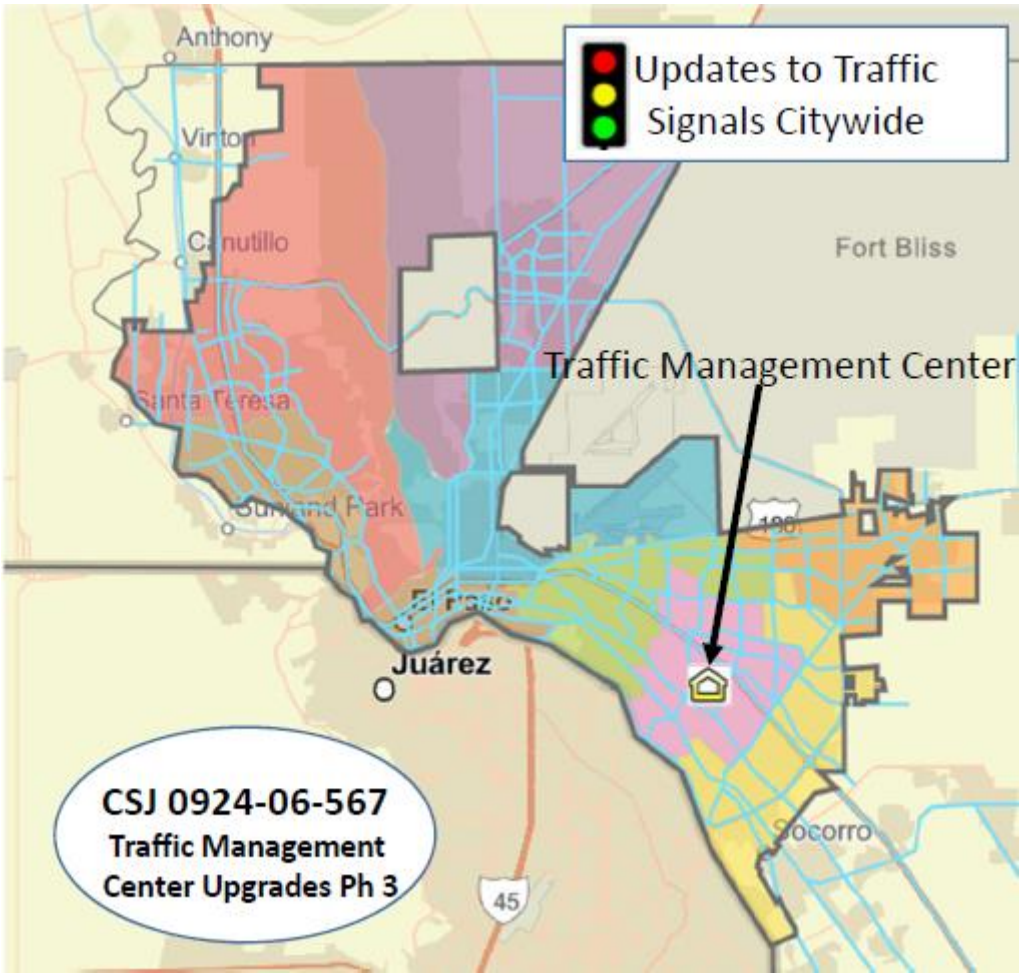
ATTACHMENT A
LOCATION MAP SHOWING PROJECT



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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

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*	

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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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*	

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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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*	

+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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District #	24 ELP	Code Chart 64#	13400			
Project Name		Traffic Management Center Upgrade, Phase 3			*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

3/27/2025
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

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*	

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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TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-568	AFA ID	Z00003120		CFDA No.	20.205
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*	

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.

TxDOT:					Federal Highway Administration:	
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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*	

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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District #	24-ELP	Code Chart 64#	13400			
Project Name		Traffic Management Center Upgrade, Phase 4			*AFA Not Used For Research & Development*	

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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Project Name		Traffic Management Center Upgrade, Phase 4			*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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District #	24-ELP	Code Chart 64#	13400			
Project Name		Traffic Management Center Upgrade, Phase 4			*AFA Not Used For Research & Development*	

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:
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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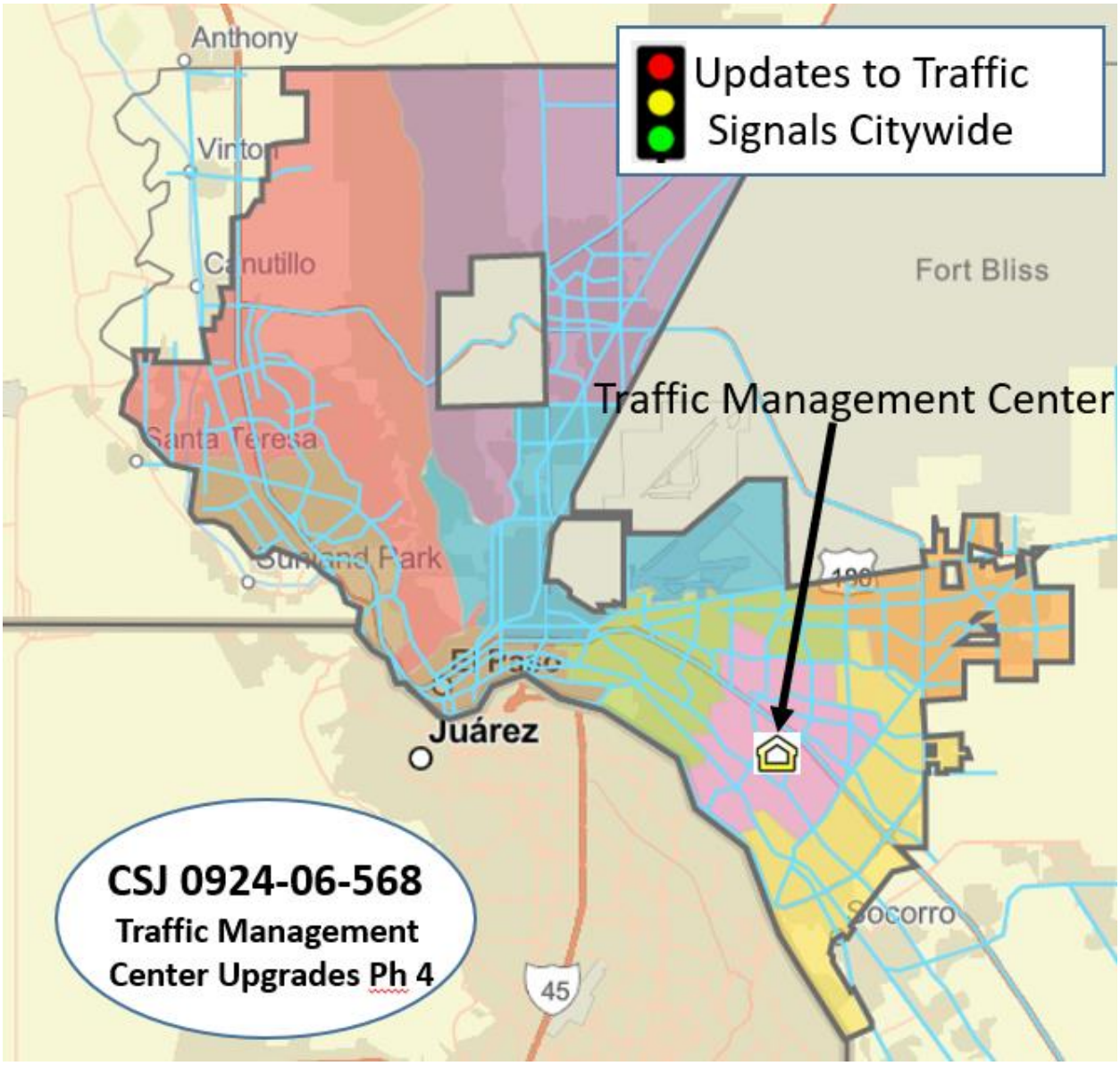
ATTACHMENT A
LOCATION MAP SHOWING PROJECT



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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

Docusign Envelope ID: 8713A63A-05A6-443D-98A3-CF9FF8BCED30

TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-568	AFA ID	Z00003120		CFDA No.	20.205
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
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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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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Project Name		Traffic Management Center Upgrade, Phase 4			*AFA Not Used For Research & Development*	

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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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
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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TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-568	AFA ID	Z00003120		CFDA No.	20.205
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*	

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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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*	

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

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*	

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.

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*	

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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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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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:

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*	

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.

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*	

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
F1CDA80FDB8C4B6...
Signature

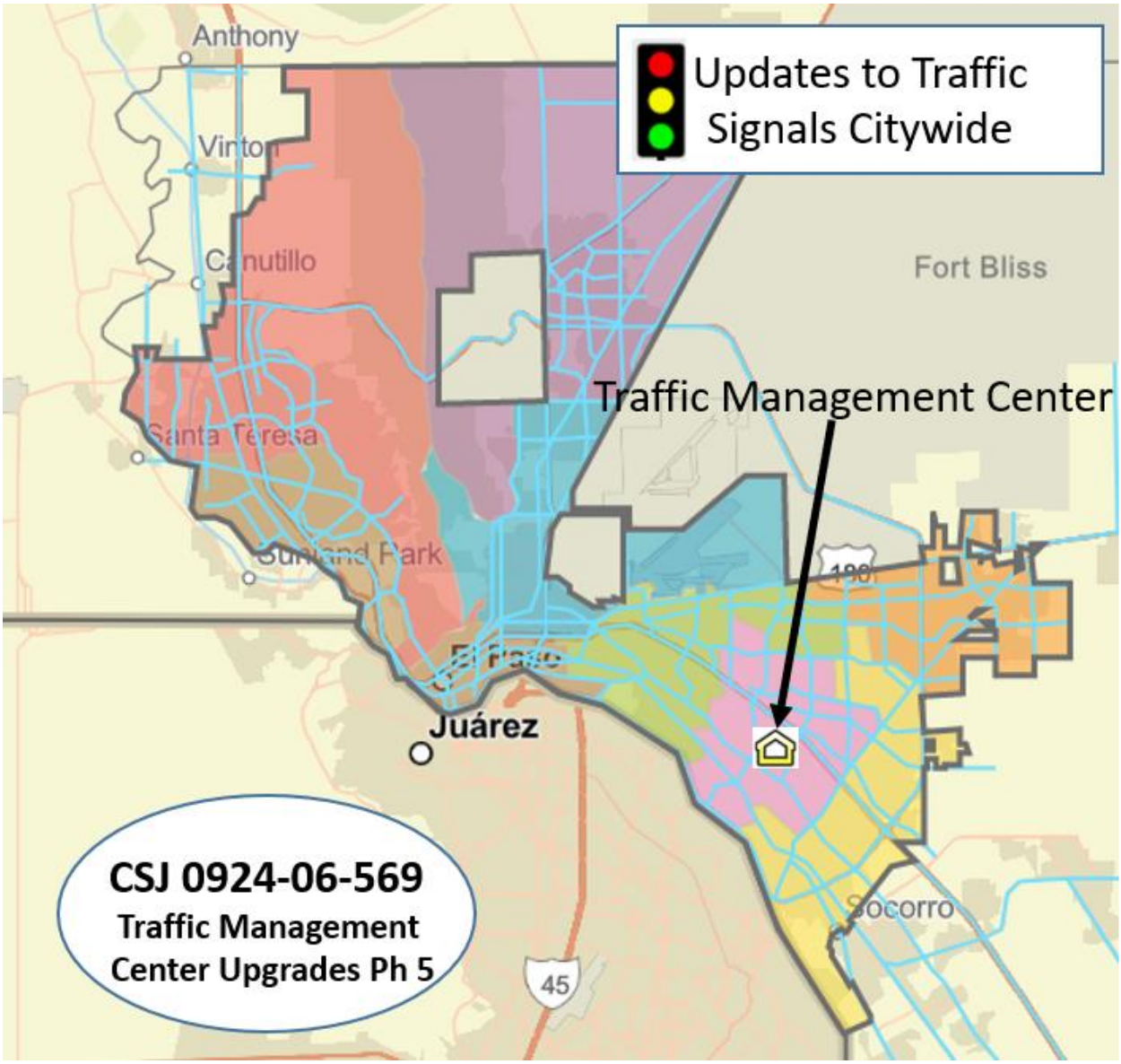
Kenneth Stewart
Typed or Printed Name

Director, Contract Services
Typed or Printed Title

9/9/2025
Date

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

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*	

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

TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-568	AFA ID	Z00011942		CFDA No.	20.205
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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*	

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

TxDOT:					Federal Highway Administration:	
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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*	

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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District #	24-ELP	Code Chart 64#	13400			
Project Name		Traffic Management Center Upgrade, Phase 5			*AFA Not Used For Research & Development*	

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

TxDOT:					Federal Highway Administration:	
CCSJ #	0924-06-568	AFA ID	Z00011942		CFDA No.	20.205
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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*	

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.

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 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:

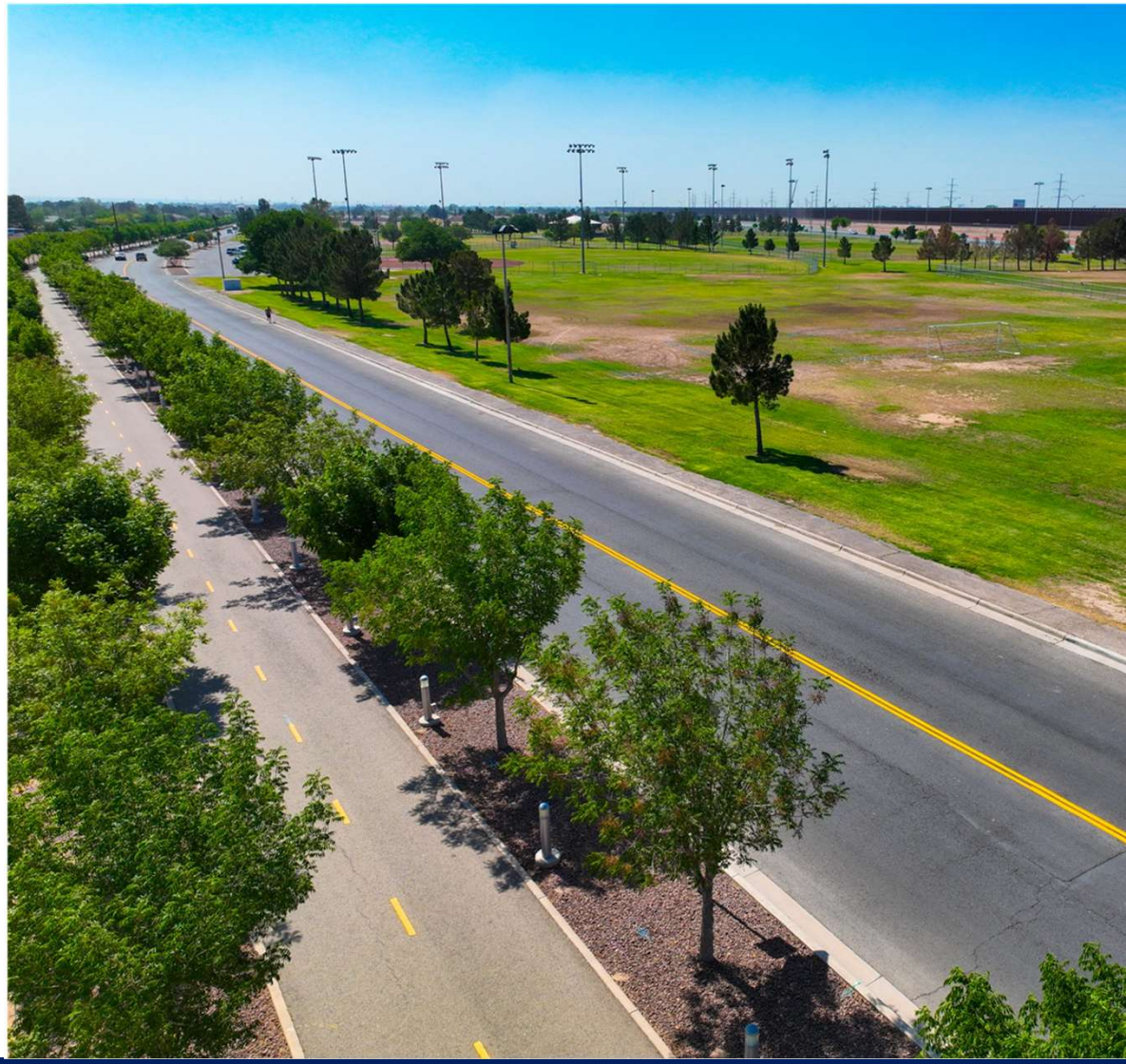
Joaquin Rodriguez, Director- Grant Funded Programs
Capital Improvement Department

HQ 5414 | Tran #616022 | CID
AFA for TMC Upgrade Phase 5- Resolution
RAB

SIB Loan Agreements

FY 25-28 TIP – Group 1

6/9/26



SIB Loan Agreement – Background

- April 29, 2025 - Council approved the use of SIB loans to fund the city's match and local contribution for federally funded transportation projects.
- The group of loans covers projects in the FY25-28 Transportation Improvement Program.
- These loan applications were approved by the Texas Transportation Commission January 29, 2026
- This resolution to approve the SIB loan agreement is the last step in the process.

Projects

- Railroad Drive Reconstruction ($4,067,000)
  - 100% Design – FY27
- Sun Valley Street Improvements ($484,000)
  - 0% Design – FY28
- Playa Drain Shared Use Path Knights to Midway ($458,000)
  - 0% Design – FY28
- Sunland Park Shared Use Path ($3,813,000)
  - 60% Design – FY27
- Traffic Management Center Updates ($6,000,000)
  - 100% Design – FY26

- Total for Group 1 SIB loans: $14,822,000

City of El Paso SIB Loans

- Executed SIB Loan
  - Sean Haggerty Extension: $7,364,000
- Group 1 SIB loans for Council approval: $14,822,000
- Upcoming SIB loans (Group 2): $6,900,000
- Total for all COEP SIB loans: $29,086,000

Recommendations

- That Council accept the SIB loan agreements and terms:
  - 25 years
  - 3.44% interest
- That Council authorize the City Manager to execute the SIB loan agreements
- That Council authorize the City Manager to take or perform any actions required for implementation of the resolution to receive funding from the State Infrastructure Bank

MISSION

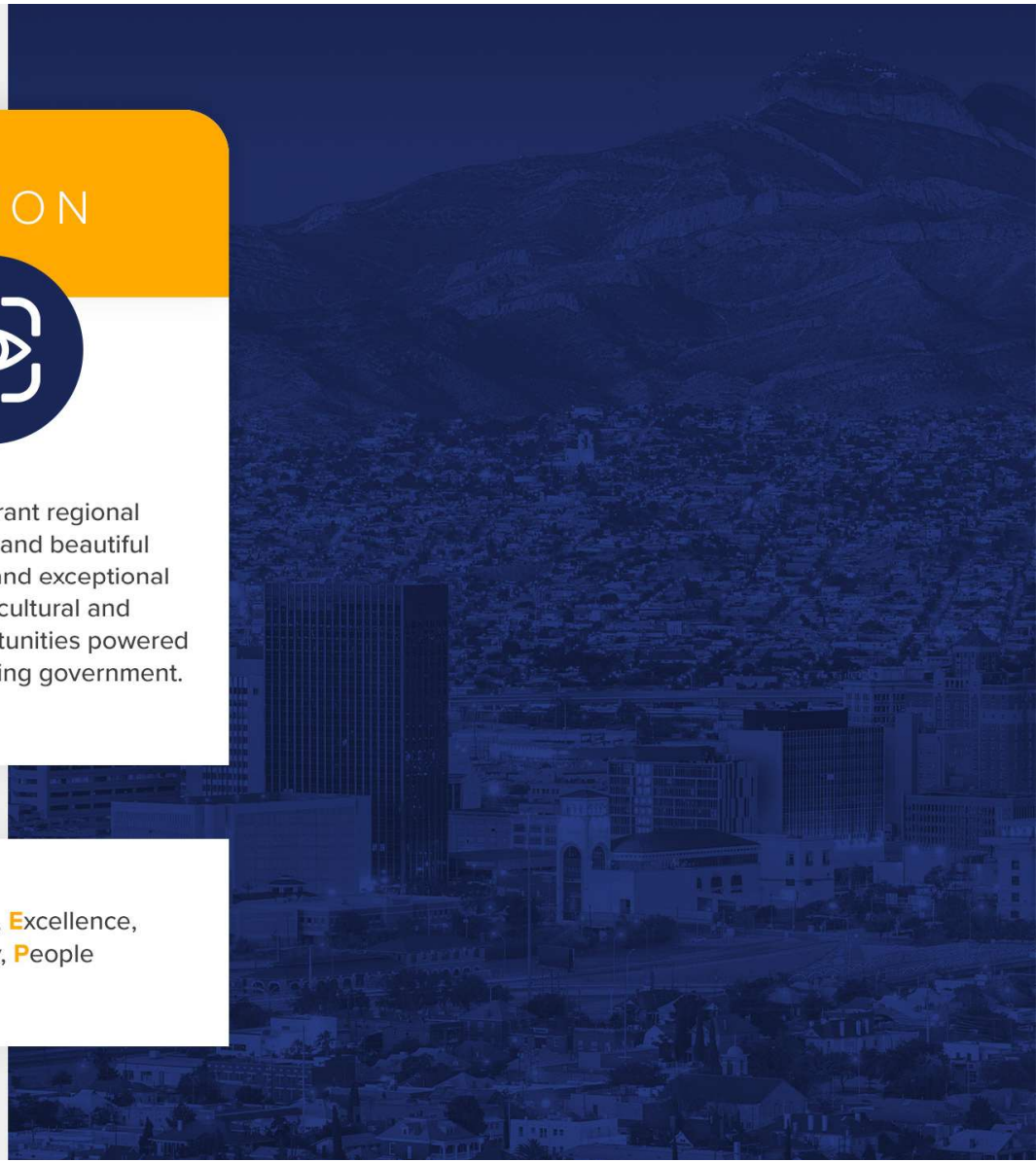
Deliver exceptional services to support a high quality of life and place for our community.

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



MISIÓN

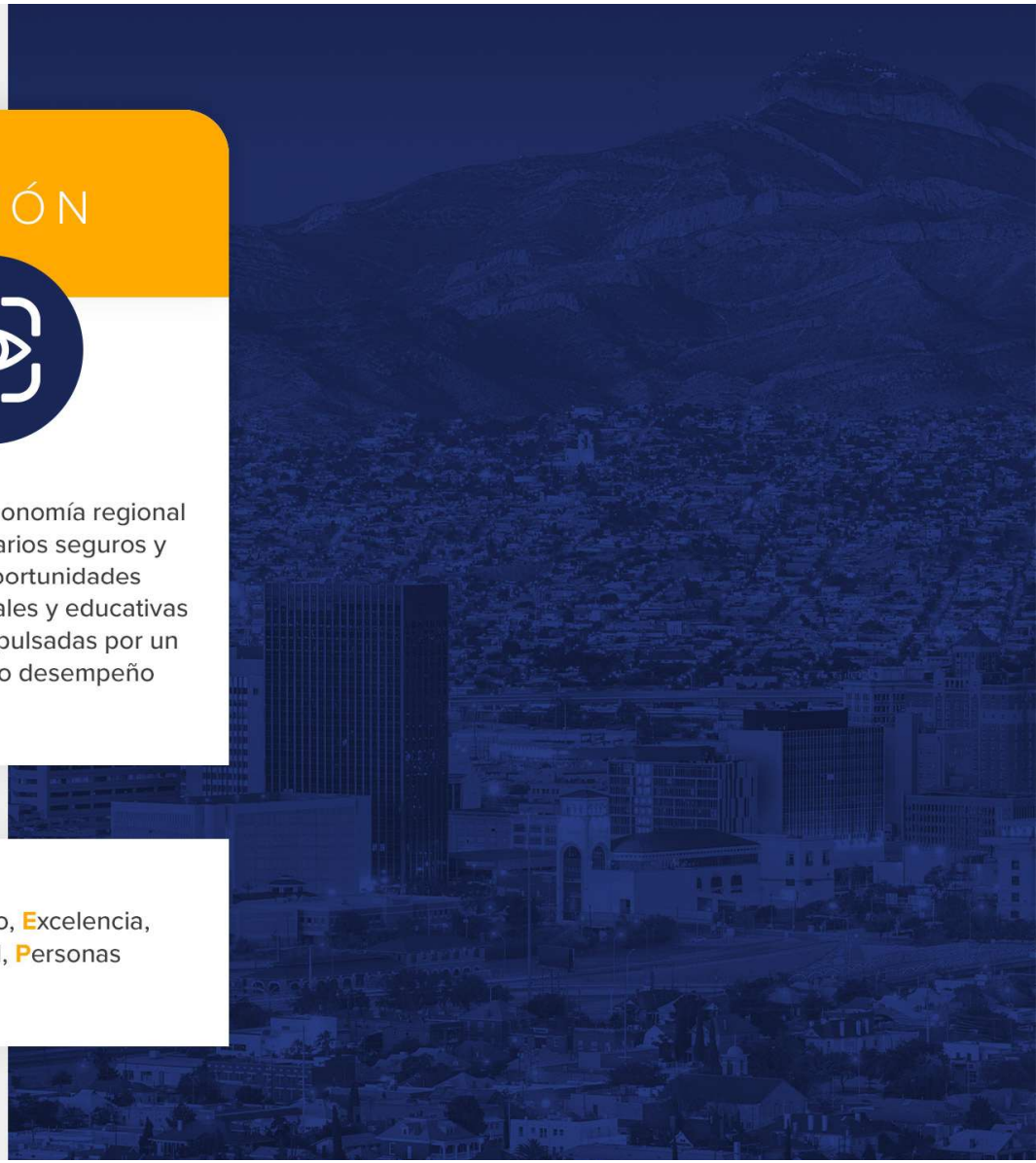
Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

VISIÓN

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño

VALORES

Integridad, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas



File #: 26-0742, **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
Capital Improvement Department, Yvette Hernandez, (915) 212-1783
Capital Improvement Department, Javier Acosta, (915) 212-1845

AGENDA LANGUAGE:

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

Discussion and action for City Council to amend Agreement 2023-0733R with Consor North America for the El Paso Public Safety and Fire Department Headquarters & Maintenance and Logistics Center Project for an additional amount not to exceed $344,426.64 for added project management services such as commissioning and building envelope to incorporate the Police Department Headquarters into the El Paso Public Safety and Fire Department Headquarters and Maintenance and Logistics Center project management services contract.

City of El Paso Agenda Summary Form

City Clerk

Submitted On: Jun 8, 2026, 06:50PM EDT

Department / Council Office	Capital Improvement Department
Agenda Date	June 23, 2026
Public Hearing Date	
Email of User Submitting Form	Gurrolaak@elpasotexas.gov
Contact Person	Yvette Herandez, P.E 915-212-1783
2nd Contact Person	Javier Acosta, P.E 915-212-1845
District(s) Affected	District 3
Agenda Item	Discussion and action for City Council to amend Agreement 2023-0733R El Paso Public Safety and Fire Department Headquarters & Maintenance and Logistics Center Project for an additional amount not to exceed $344,426.64 for added project management services such as commissioning and building envelope to incorporate the Police Department Headquarters into the El Paso Public Safety and Fire Department Headquarters and Maintenance and Logistics Center project management services contract.
Issue Statement	City Council is asked to approve the contract amendment to Agreement 2023-0733R El Paso Public Safety and Fire Department Headquarters & Maintenance and Logistics Center Project for added Project Management Services by and between The City of El Paso and CONSOR North America Inc. for an amount not to exceed $344,426.64. Approval will allow the City to ensure that the El Paso Police and Fire Department Headquarter building and its' systems are designed, installed, and operated according to code.
Background	The voters of the City of El Paso approved a Public Safety Bond measure in November 2019. Key elements of the bond program are new and/or renovated public safety facilities. The City has elected to incorporate additional project management to incorporate the Police Department Headquarters into the El Paso Public Safety and Fire Department Headquarters and Maintenance and Logistics Center project management services contract.
Council Options	1. Approve the amendment as presented. 2. Decline approval and direct staff to return with alternative options.
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	Not Applicable (N/A)
Related City Policies	Article III Section 3.1 of An Agreement for Professional Services Solicitation #2023-0733R "Additional Services exceeding $50,000.00 must have prior approval by City Council through written amendment to this Agreement".
Prior Council Action	On April 09, 2024, award was made to CONSOR North America Inc. for Project Management Services for the El Paso Public Safety and Fire Department Headquarters and Maintenance and Logistics Center Project
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	Amount: $344,426.64 Funding Source: 2019 Public Safety Bond ; Account No. 190-4820-29080-580280 Budgeted: Yes
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Yvette Hernandez,P.E 915-212-1783 HernandezYM@elpasotexas.gov

RESOLUTION

WHEREAS, on April 09, 2024, the City of El Paso ("City") and Consor North America, Inc., an Oregon, USA, Foreign For-Profit Corporation ("Consultant") entered into an Agreement for Professional Services ("Agreement") wherein City engaged Consultant to provide project management services for a project known as the "El Paso Public Safety and Fire Department Headquarters and Maintenance and Logistics Center Project" in exchange for payment from City in the amount of $3,654,641.62; and

WHEREAS, the parties desire to amend the Agreement to require Consultant to provide project management services for the commissioning and building envelope of the El Paso Police Headquarters in addition to project management services for the El Paso Public Safety and Fire Department Headquarters and the Maintenance and Logistics Center; and

WHEREAS, in exchange for the additional services, City shall pay Consultant an additional amount not to exceed $344,426.64, thereby increasing the original contract price from $3,654,641.62 to $3,999,068.26.

THEREFORE, 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 Agreement for Professional Services between City and Consultant whereby Consultant shall provide project management services for the commissioning and building envelope of the El Paso Police Department Headquarters in addition to project management services for the El Paso Public Safety and Fire Department Headquarters and Maintenance and Logistics Center for additional payment from City in an amount not to exceed $344,426.64, thereby increasing the original contract price from $3,654,641.62 to $3,999,068.26.

APPROVED this the _____ 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:

_____
Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

26-CID-1724 | Tran #8071 | CID
Amendment to PSA w/Consor Engineers, LLC for Pub Safety, FD HQ, Maint and Log Center
RAB

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment to the Agreement for Professional Services (**"First Amendment"**), is made by and between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas (**"Owner"**), and Consor North America Inc. an Oregon, USA, Foreign For-profit Corporation (**"Consultant"**), collectively referred herein as "Parties".

WHEREAS, on April 9, 2024, the Parties entered in to an Agreement for Professional Services (**"Agreement"**); and

WHEREAS, pursuant to the Agreement, Consultant agreed to provide project management services for the El Paso Public Safety and Fire Department Headquarters and the Maintenance and Logistic Center; and

WHEREAS, the Parties now desire to amend the Agreement to add that Consultant will also provide project management services for the El Paso Police Department Headquarters; and

WHEREAS, in exchange for the additional work to be performed by Consultant, Owner agrees to increase the payment to Consultant by an amount not to exceed $344,426.64, thereby increasing the total payment amount from $3,654,641.62 to $3,999,068.26.

NOW, THEREFORE, the Parties agree as follows:

1. The first Recital paragraph is amended in its entirety to read as follows:

   WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as "Project Management Services for the El Paso Public Safety and Fire Department Headquarters; the El Paso Police Department Headquarters; and the Maintenance and Logistic Center", herein after referred to as the **"Project"**, as further described in **Attachment "A"** and **Attachment "A-1"**.

2. Section 1.1 is hereby amended by adding the attachments listed below, which are incorporated by reference for all purposes:

Attachment "A-1"	El Paso Police Department Headquarters Scope of Services
Attachment "B-1"	El Paso Police Department Headquarters Consultant's Fee Proposal and Hourly Rates
Attachment "C-1"	El Paso Police Department Headquarters Consultant's Basic and Additional Services
Attachment "D-1"	El Paso Police Department Headquarters Consultant's Payment and Deliverable Schedules.
Attachment "E-1"	Insurance Certificate

3. Section 2.1 is amended in its entirety to read as follows:

2.1 The Owner hereby agrees to retain Consultant and Consultant agrees to perform the services identified in this Agreement, and any amendment, for the Project. The Project consists of Consultant's completion of the Scopes of Services as further described in **Attachment "A"** and **Attachment "A-1"**. Such Scopes of Services shall be completed in accordance with the identified phases described in **Attachment "D" and Attachment "D-1"**.

4. Section 3.1 (Payment to Consultant) of the Agreement is amended in its entirety to read as follows:

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **$**3,999,068.26 for all basic services and reimbursables performed pursuant to this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all Basic Services and reimbursables as enumerated within **Attachment "C"** and **Attachment "C-1"** in an amount not to exceed **$50,000.00**, if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project. Additional Basic Services and reimbursables exceeding **$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** and **Attachment "C-1"** in an amount not to exceed **$50,000.00,** if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B" and Attachment "B-1"**. Payments to the Consultant shall be made pursuant to **Attachment "D"** and **Attachment "D-1"**.

5. Section 3.2 (Consultant's Services) of the Agreement is amended in its entirety to read as follows:

3.2 CONSULTANT'S SERVICES. The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"** and **Attachment "C-1".**

6. Section 3.3 (Consultant's Invoices) of the Agreement is amended in its entirety to read as follows:

3.3 CONSULTANT'S INVOICES. The Consultant shall bill the Owner on a monthly basis, through written invoices pursuant to **Attachment "D"** and **Attachment "D-1"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days (90) of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

7. Section 3.4 (Project Construction and Budget and Time) of the Agreement is amended in its entirety to read as follows:

3.4 PROJECT CONSTRUCTION AND BUDGET AND TIME. The Consultant acknowledges that the total project budget for the Project is $128,152,730.00, which is to include all features essential to the operation of the Project for its intended use as described in the Scopes of Services and Project budget in **Attachment "A"** and **Attachment "A-1"**. The Consultant does hereby agree to design the Project such that the Consultant's final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant's cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project's size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant's final cost opinions by more then percent (10%), the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

8. Section 4.1 (Period of Service) of the Agreement is amended in its entirety to read as follows:

4.1 PERIOD OF SERVICE. The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "C"; "C-1"; "D"; and "D-1"**.

9. Section 5.1 (Insurance) of the Agreement is amended in its entirety to read as follows:

5.1 INSURANCE. The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment "E-1"**. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

10. Section 7.1 (Contract Time) of the Agreement is amended in its entirety to read as follows:

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D" and Attachment "D-1"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extent the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant.

11. Section 7.3 (Consultant's Quality of Work) of the Agreement is amended in its entirety to read as follows:

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D" and Attachment "D-1"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

12. The title of **Attachment "A"** of the Agreement is amended from "Scope of Services" to "Scope of Services for the El Paso Public Safety and Fire Department Headquarters; the Maintenance and Logistics Center; and the El Paso Police Department Headquarters".

13. The title of **Attachment "B"** of the Agreement is amended from "Consultant's Fee Proposal and Hourly Rate" to "Consultant's Fee Proposal and Hourly Rate for the El Paso Public Safety and Fire Department Headquarters; the Maintenance and Logistics Center; and the El Paso Police Department Headquarters".

14. The title of **Attachment "C"** of the Agreement is amended from "Consultant's Basic and Additional Services" to "Consultant's Basic and Additional Services for the El

Paso Public Safety and Fire Department Headquarters; the Maintenance and Logistics Center; and the El Paso Police Department Headquarters".

15. The title of **Attachment "D"** of the Agreement is amended from "Consultant's Payment and Deliverable Schedules" to "Consultant's Payment and Deliverable Schedules for the El Paso Public Safety and Fire Department Headquarters; the Maintenance and Logistics Center; and the El Paso Police Department Headquarters".

16. **Attachment "E"** of the Agreement is deleted in its entirety and replaced with **Attachment "E-1"**.

17. Except as amended in this First Amendment, the Agreement remains in full force and effect.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

_____
Dionne Mack
City Manager

APPROVED AS TO FORM:

Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

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.

_____
Notary Public, State of Texas

My commission expires:

_____

[Consultant Signatures begin on the following page]

CONSULTANT:

Rick Prieto, P.E.
Executive Vice President

THE STATE OF TEXAS §
§
COUNTY OF El Paso §

This instrument was acknowledged before me on this 28 day of May, 2026, by **Rick Prieto** as Executive Vice President of **CONSOR NORTH AMERICA, INC.**

Notary Public, State of Texas

My commission expires:

01-16-2029

NORMA BAIRD
Notary Public, State of Texas
Comm. Expires 01-16-2029
Notary ID 12162401

ATTACHMENT
"A-1" SCOPE OF
SERVICES

1501 North Mesa St.
El Paso, Texas 79902
915.313.3680

ATTACHMENT "A-1" El Paso Police Department Headquarters Scope of Services

Scope of Services

COMMISSIONING SERVICES

April 1, 2026

City of El Paso – Capital Improvements Department

Att. Alondra Gurrola, Capital Projects Manager

218 N. Campbell, St. El Paso, Texas 79901

RE: 2023-0733R El Paso Public Safety and Fire Department & Police Department Joint Headquarters & Maintenance and Logistics Center Project - CONSOR Contract Amendment Request for Proposal (RFP)

Dear Ms. Gurrola,

We appreciate being considered to partner up for the Public Safety Department and Fire Department Headquarters. Our team is committed to ensuring that the commissioning process is seamless, technically sound, and fully aligned with your project goals.

We have structured our approach to provide you with a single point of accountability, leveraging our expertise in project management to oversee the technical execution provided by our commissioning sub-consultant.

SCOPE OF WORK: MANAGEMENT & COORDINATION

Our primary role is the administrative and strategic management of the Third-Party Commissioning Sub-consultant:

- Coordination and Communication
  - Act as a primary liaison between the client and the commissioning sub-consultant.
  - Lead the commissioning kick-off meeting and integrate Cx milestones into the overall project schedule.
- Quality and Deliverable Oversight
  - Manage the flow of documentation, site visit reports, and final commissioning report.
  - Review sub-consultant findings to ensure they meet the Owner's Project Requirements and Basis of Design.
- Issue Resolution Management
  - Oversee the commissioning issues reported to ensure that any deficiencies identified during testing are communicated to the relevant contractors and resolved in a timely manner.

RESPSONBILITY MATRIX

Service	Personnel
Project Manager	Grecia Aguilera, Consor North America
Director of Commissioning	Victor Saeh

Exclusions:

1501 North Mesa St.
El Paso, Texas 79902
915.313.3680

To ensure a clear understanding of our role for this specific engagement, please note the following limitations:

- Specific Management Scope:
  - The professional services outlined in this proposal are strictly limited to the management and coordination of the Commissioning Sub-consultant.
- Exclusion of General Project Management:
  - This fee does not include general project management, owner's representation, or overall construction management for the broader project scope.
- Exclusion of General Inspections:
  - Consor North America will not perform general site inspections, safety audits, or progress observations unrelated to the specific commissioning activities of our sub-consultant.

We thank you again for considering Consor North America for this specialized role. We are confident that our management of the commissioning process will provide the oversight necessary to ensure your systems perform as intended.

Please note that this proposal is dedicated exclusively to the oversight if the commissioning sub-consultant and does not extend to any other project management or inspections services for the remainder of the project. We look forward to the possibility of working together to bring this project to a successful conclusion.

Sincerely,

Rick Prieto, PE, *Senior Vice President/Director*
915.339.5335| rprieto@consoreng.com

ATTACHMENT "B-1"
CONSULTANT'S FEE PROPOSAL AND HOURLY RATES

ATTACHMENT 'B-1" El Paso Police Department Headquarters Consultant's Fee Proposal and Hourly Rates

	SUBTOTALS	CONSOR Engineers, LLC	BATH
PROJECT MANAGEMENT	$ 52,713.36	$ 52,713.36	
SCHEDULE REVIEWS	$ -	$ -	
INSPECTION & DOCUMENTATION	$ 20,081.28	$ 20,081.28	
PROJECT ENGINEERING	$ -	$ -	
FINAL DOCUMENTATION	$ -	$ -	
Other Direct Expense	$ -	$ -	
SUB CONSULTANTS	$ -	$ -	$ 271,632.00
GRAND TOTALS * SEE ASSUMPTIONS	**$ 72,794.64**	**$ 72,794.64**	**$ 271,632.00**
			$ 344,426.64

METHOD OF PAYMENT: SPECIFIED RATE AND UNIT COST

	Office Personnel		
	Project Manager (Grecia Aguilera)	TOTAL HOURS	TOTAL COSTS
TASK DESCRIPTION	$ 209.18		
PROJECT MANAGEMENT			
- Directing and Coordinating Team Activities	78	78	$ 16,316.04
- Prepare Monthly Progress Reports	48	48	$ 10,040.64
- Progress Meeting	48	48	$ 10,040.64
- Prepare and Distribute Meeting Minutes	0	0	$ -
- Prepare, Distribute, and File both Written and Electronic Correspondence	78	78	$ 16,316.04
Subtotal Labor Hours	252	252	
LABOR COST	$ 52,713.36		$ 52,713.36
SCHEDULE REVIEWS			
• Work Schedule Review and Monitoring	0	0	$ -
• Analyze Contractor's Critical Path Method (CPM) /Recommendations	0	0	$ -
Subtotal Labor Hours	0	0	
LABOR COST	$ -		$ -
INSPECTION & DOCUMENTATION		0	
- Inspection and Verification of Work Incorporated into the Project	0	0	$ -
- Maintain Project Records	48	48	$ 10,040.64
- Verification of Required Documentation	48	48	$ 10,040.64
- Monthly Pay Applications	0	0	$ -
Subtotal Labor Hours	96	96	
LABOR COST	$ 20,081.28		$ 20,081.28
PROJECT ENGINEERING			
1. Change Orders	0	0	$ -
2. Submittal, RFI, Dcumentation Tracking Procore/Sharepoint	0	0	$ -
3.Design Reviews	0	0	$ -
Subtotal Labor Hours	0	0	
LABOR COST	$ -		$ -
FINAL DOCUMENTATION		0	
- Punch List/Walkthrough	0	0	$ -
- Verify Punch List Completion/Final WalkthroughFinal Documentation	0	0	$ -
Subtotal Labor Hours	0	0	
LABOR COST	$ -		$ -
TOTAL LABOR HOURS	**348**	**348**	
TOTAL LABOR COST	**$ 72,794.64**		**$ 72,794.64**

SUMMARY	
TOTAL LABOR COSTS	**$72,794.64**
TOTAL OTHER DIRECT EXPENSES	
GRAND TOTAL	**$72,794.64**

Direct Labor			Loaded Years 1 and 2		Loaded Years 3 and 4		Loaded Years 5 and 6	
Labor/Job Classification	Years of Experience	Final Rate	Office	Field	Office	Field	Office	Field
Project Manager - CEI	10+	$ 85.00	$ 245.23	$ 209.18	$ 255.03	$ 217.55	$ 265.24	$ 226.25
Principle (Vice President or above)	20+	$ 120.00	$ 346.20	$ 295.32	$ 360.05	$ 307.13	$ 374.45	$ 319.41
Project Engineer (Senior)	15+	$ 65.00	$ 187.53	$ 159.96	$ 195.03	$ 166.36	$ 202.83	$ 173.02
Engineer (Project) (Utility)	10 to 15	$ 60.00	$ 173.10	$ 147.66	$ 180.02	$ 153.56	$ 187.23	$ 159.71
Engineer (Design)	5 to 10	$ 43.00	$ 124.06	$ 105.82	$ 129.02	$ 110.05	$ 134.18	$ 114.46
Engineer-In-Training	2 to 5	$ 42.00	$ 121.17	$ 103.36	$ 126.02	$ 107.50	$ 131.06	$ 111.80
Engineer Technician	5 to 15	$ 40.00	$ 115.40	$ 98.44	$ 120.02	$ 102.38	$ 124.82	$ 106.47
CADD Operator - Senior	15+	$ 45.00	$ 129.83	$ 110.74	$ 135.02	$ 115.17	$ 140.42	$ 119.78
CADD Operator	5 to 15	$ 35.00	$ 100.98	$ 86.13	$ 105.01	$ 89.58	$ 109.21	$ 93.16
Public Involvement Officer - Senior	15+	$ 65.00	$ 187.53	$ 159.96	$ 195.03	$ 166.36	$ 202.83	$ 173.02
Field Representative IV	15+	$ 60.00	$ 173.10	$ 147.66	$ 180.02	$ 153.56	$ 187.23	$ 159.71
Field Representative III	10 to 15	$ 50.00	$ 144.25	$ 123.05	$ 150.02	$ 127.97	$ 156.02	$ 133.09
Field Representative II	5 to 10	$ 45.00	$ 129.83	$ 108.77	$ 135.02	$ 115.17	$ 140.42	$ 119.78
Field Representative I	0 to 5	$ 32.00	$ 92.32	$ 77.34	$ 96.01	$ 81.90	$ 99.85	$ 85.18
Project Control Specialist - Senior	15+	$ 60.00	$ 173.10	$ 147.66	$ 180.02	$ 153.56	$ 187.23	$ 159.71
Records Keeper		$ 35.00	$ 100.98	$ 86.13	$ 105.01	$ 89.58	$ 109.21	$ 93.16
Scheduler - Senior	15+	$ 88.00	$ 253.88	$ 216.57	$ 264.04	$ 225.23	$ 274.60	$ 234.24
Scheduler - IV	10+	$ 55.00	$ 158.68	$ 135.35	$ 165.02	$ 140.77	$ 171.62	$ 146.40
Utilities Coordinator - Senior	15+	$ 50.00	$ 144.25	$ 123.05	$ 150.02	$ 127.97	$ 156.02	$ 133.09
Administrative/Clerical		$ 28.00	$ 80.78	$ 68.91	$ 84.01	$ 71.66	$ 87.37	$ 74.53
Overhead			157.59%	119.73%	157.59%	119.73%	157.59%	119.73%
Profit			12.00%	12.00%	12.00%	12.00%	12.00%	12.00%
Escalation					4.00%	4.00%	4.00%	4.00%

EXHIBIT D

OTHER DIRECT EXPENSES

Services To Be Provided	Unit	F (Fixed) / M (Max)	Unit Cost	Qty	Amount
Travel					
Mileage	mile		$0.65		$0.00
Lodging/Hotel - Taxes and Fees	day/person		$45.00		$0.00
Lodging/Hotel (Taxes/fees not included)	day/person		$98.00		$0.00
Meals (Excluding alcohol & tips) (Overnight stay required)	day/person		$54.00		$0.00
Air Travel - In State - 2+ Wks Notice (Coach)	Rd Trip/person		$530.00		$0.00
Construction					
Cylinder Molds	each	$3.00			$0.00
DMI - Digital Measuring Instrument	each	$200.00		-	$0.00
Nuclear Density Gauge Equipment Charge	day	$75.00			$0.00
Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed) (4 hours or less)	4 hours	$70.00			$0.00
Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed) (More than 1 week, up to 1 month)	month		$1,500.00		$0.00
Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed) (5 or less days)	day		$125.00		$0.00
Construction Truck 4x4 (Includes operation and maintenance costs; Insurance costs will not be reimbursed) (More than 1 week, up to 1 month)	month		$1,800.00		$0.00
Construction Truck 4X4 (Includes operation and maintenance costs; Insurance costs will not be reimbursed) (5 or less days)	day		$175.00		$0.00
Office Trailer Rental	each		$750.00		$0.00
Monthly Housing - This rate shall be used when an Apartment, House, or RV is rented. (Includes Apartment/House Rental or Rental of Lot at RV Park, Travel Trailer Expense, Utilities, & Taxes). The only receipt necessary for the reimbursement of this rate is for the Apartment, House, or RV Rental or Lot Rental. ONLY full-time staff who are in the field may use this rate. Use of this rate shall be substantiated by timesheets submitted for the full time personnel in the field. TxDOT does not reimburse personal or company owned RV or residence.	each/month		$4000.00		$0.00
PPE (Protective Equipment)	each/yr		$250.00	-	$0.00
Celluar Telephone & Data Plan	each/month		$90.00	-	$0.00
Computer/Laptop/Tablet rental and data plan	each/month		$100.00	-	$0.00
Air Card / Hot Spot	each/month		$80.00		

TOTAL $0.00

March 30, 2026

Grecia Aguilera
Project Manager
Consor Engineers
1501 N Mesa Street, Suite LL-403 and Suite 100
El Paso, Texas 79902

RE: **City of El Paso – Building A Fire Department Headquarters**
El Paso, Texas

Dear Ms. Aguilera,

Thank you for the opportunity to submit this proposal for BATH Group to provide additional Commissioning Services for the City of El Paso – Building A Fire Department Headquarters project. BATH Group is currently under contract for commissioning services on this project, and this proposal is intended to expand our scope of work to include an additional approximately 89,000 square feet. We understand this added scope to be part of the new facility located in El Paso, Texas. The purpose of this additional effort is to support the continued verification of the proper design, construction, installation, and operation of the expanded project scope.

Proposed Scope of Work (SOW)

This scope of work covers commissioning services for an additional 89,000 square feet under Bath Group's existing contract for this project. This proposal is based on the bridging document dated December 23, 2025. As the schematic design documents are still in development and currently at approximately 30%, the scope of this effort is not yet fully defined. Therefore, the scope of work and associated pricing will be subject to review and adjustment, as needed, once the 100% Construction Documents are available.

An estimated level of effort is included in Attachment A.

Equipment and Systems to be Commissioned

The scope of work for this proposal is budgetary and based on square footage. Project scope and pricing will need to be adjusted once the building design is finalized. This pricing is for adding 88,000 Sq Ft to a previously existing scope of work.

- Mechanical Systems
  - Roof Top Units – QTY 9
  - Exhaust Fans – QTY 10
  - VRF Indoor Units – QTY 20
  - VRF Outdoor Units – QTY 5
  - VAV Boxes – QTY 20
  - Building Automation System – QTY 1

- Electrical Systems:
  - Lighting Controls System – QTY 1
- Building Envelope – per Attachment C.

Fee

Our Lump-Sum fee for the Scope of Work defined above is included in the table below. All travel/reimbursables are included.

Commissioning Base, Building Envelope, & Add Alternate Fees	
Commissioning Fee *(including travel expenses)*	**$208,072 .00**
Building Envelope Commissioning (BECx) Fee	**$63,560.00**
Total Project Fee*	***$271,632.00***

**Based on 30% schematic design documents. The scope of work and fee will be subject to review and adjustment, as needed, once the 100% Construction Documents are available.*

Clarifications and Stipulations

1. Although we do not anticipate sales tax or use tax to be applied to the scope of these services, should they be assessed, it is agreed the value of the taxes will be reimbursed to Bath in addition to the fee quoted above.
2. Costs (labor, travel, additional equipment, etc.) associated with the other contractors (BAS, TAB, etc.) that may be required to perform certain systems specific tasks are not included.
3. All fees are valid for 45 days.
4. This proposal and scope of services Excludes the following
   a. Correcting any existing design errors or omissions
   b. Design hours for any capital improvements
   c. Correcting any existing or future O&M items
   d. Building Energy Modeling
   e. Construction Management and/or Purchasing Services (for soliciting, hiring, or managing contractors)
5. There are no LEED or other certifications/ratings being pursued for this effort.
6. There is time available in the Pre-Construction schedule to allow for incorporation of the Commissioning Specification into the Construction Specification.
7. The Owner/Architect will provide the Owner's Project Requirements (OPR) and Basis of Design (BOD) documents necessary for our work.
8. The Owner/Architect will provide the design documents (drawings and specifications) required to complete our scope.
9. The Owner/Architect will provide contractor submittal documents, test and balancing data, and any other documentation reasonably necessary for the commissioning scope.

10. We include the use of digital photography in our commissioning documentation (e.g., reports, observations, issue logs). If this practice is not acceptable, written notification must be provided prior to field mobilization.
11. We anticipate that commissioning activities will be conducted during normal business hours, Monday through Friday between 7:00 AM and 5:00 PM. Alternate schedules may require an additional fee.
12. Bath Group will make every reasonable effort to meet project schedule commitments; however, services will be performed in accordance with professional engineering standards. Bath Group is not liable for delays caused by others, including Owner, contractors, or third parties, or delays arising from unforeseen conditions or agency actions.
13. During functional performance testing, Bath Group is responsible for witnessing, documenting, and providing recommendations regarding the acceptance of systems. The General Contractor and installing contractors are solely responsible for the execution and outcome of testing and system performance.
14. The equipment and systems to be commissioned are limited to those explicitly listed in the defined scope of work. Commissioning of additional systems may be provided at additional cost.
15. Our proposal includes one commissioning review of each submittal package related to commissioned systems. Additional reviews due to multiple re-submittals may incur fees at Bath Group's standard hourly rate.
16. The commissioning process will be supported through a cloud-based software platform. We anticipate using CxAlloy (tq.cxally.com) for this project. We reserve the right to revise the commissioning tool or workflow as appropriate based on project needs.
17. Bath Group requests at least two weeks' advance notice for all field presence requests. While we will make reasonable efforts to accommodate shorter notice, we reserve the right to decline if proper lead time is not provided.
18. Bath Group reserves the right to suspend work on the project if invoices older than sixty (60) days remain unpaid.

Thank you again for the opportunity to provide this proposal. If it is acceptable to you, please sign one copy of this letter in the space provided and return to us. In the event we do not receive a signed copy of this letter, and we are authorized to begin work, we will assume the terms and conditions of this proposal have been accepted by you unless you have presented us with an alternative written agreement prior to such authorization. Please call me if you have any questions on the above.

Sincerely,

Victor Saeh, LEED AP BD+C, CxA, PCC, CEM
Director of Commissioning
Cell: 713.632-2127
E: vsaeh@bathgroup.com

ACCEPTANCE and SIGNATURE

ACCEPTED:

City of El Paso – Building A Fire Department Headquarters – Commissioning Services for Additional 89,000 sq. ft. – $271,632.00

_____ _____

Agent Date

P:\Pending Projects\2-Cx\2026 Cx Proposals\El Paso Public Safety and Fire Department Headquarters\Proposal\City Of El Paso - Building A Fire Department Headquarters - Additional Services - Cx Proposal - Updated w Rates.docx

ATTACHMENT A – Labor and Fee Estimate

This hourly estimate and fee breakdown is based on Bath Group's current understanding of the project scope, schedule, anticipated level of effort, equipment quantities, and overall project complexity.

This proposal also reflects estimated labor allocations for specific work activities. Actual time spent on individual tasks may vary as the project progresses. Bath Group reserves the right to adjust deliverables, reallocate budgeted hours and manpower, and request additional compensation as necessary based on actual project conditions and level of effort.

Commissioning Labor and Fee Estimation

Project :	Bldg A: Fire Dept. Headquarters	**Sq Feet**	89,000
Location:	El Paso, TX	**Budget**	
Duration:	24 months		

	2026	2027
Cx Principal Rate:	$ 227.00	$234.00
Sr. Cx Engineer Rate:	$ 208.00	$214.00
Cx Engineer Rate:	$ 182.00	$187.00
Sr. Cx Technician Rate:	$ 175.00	$180.00

Cost Code	Task	Hours	$	% of Total	
100	**Supervision and Management**	40	$9,360		4%
M1	Contract Review	4	$908	FY-2026	Principal
M2	Invoicing	24	$5,616	FY-2027	Principal
M3	Supervision	86	$20,124	FY-2027	Principal
100	**Planning**	16	$3,744		2%
P1	Initial Setup (Accounting)	16	$3,632	FY-2026	Principal
200	**Design**	132	$30,888		14%
D1	Design Reviews (60%, 95%, and 100%, with meetings	132	$27,456	FY-2026	Sr. Cx Eng
300	**Construction**	590	$126,260		63%
C1	Plan and Spec Review	40	$8,560	FY-2027	Sr. Cx Eng
C2	Coordination Meetings	74	$15,836	FY-2027	Sr. Cx Eng
C3	Submittal Review	40	$8,560	FY-2027	Sr. Cx Eng
C4	Document Development and CxAlloy Set-up	80	$17,120	FY-2027	Sr. Cx Eng
C5	Write Cx Plan	16	$3,424	FY-2027	Sr. Cx Eng
C6	Conduct Cx Kickoff and Coordination Meetings	36	$7,704	FY-2027	Sr. Cx Eng
C7	Write Functional Tests	40	$8,560	FY-2027	Sr. Cx Eng
C8	Jobsite Visits	54	$11,556	FY-2027	Sr. Cx Eng
C9	Review TAB Report	18	$3,852	FY-2027	Sr. Cx Eng
C10	Witness Functional Testing (10% Sampling)	192	$41,088	FY-2027	Sr. Cx Eng

Commissioning Labor and Fee Estimation

Project :	Bldg A: Fire Dept. Headquarters
Location:	El Paso, TX
Duration:	24 months

Sq Feet	89,000
Budget	

	2026	2027
Cx Principal Rate:	$ 227.00	$234.00
Sr. Cx Engineer Rate:	$ 208.00	$214.00
Cx Engineer Rate:	$ 182.00	$187.00
Sr. Cx Technician Rate:	$ 175.00	$180.00

Cost Code	Task	Hours	$	% of Total	
400	**Turnover**	80	$17,120		9%
T1	Training Verification	24	$5,136	FY-2027	Sr. Cx Eng
T2	Review O & Manuals	32	$6,848	FY-2027	Sr. Cx Eng
T3	Provide Cx Report	24	$5,136	FY-2027	Sr. Cx Eng
500	**Operation**	40	$8,560		4%
O2	10 month Warranty Backcheck (LEED Enh.)	16	$3,424	FY-2027	Sr. Cx Eng
O3	Closeout Issues Log	24	$5,136	FY-2027	Sr. Cx Eng
900	**Added Services***	40	$63,560		
	Sub-Consultant - Building Envelope*	0	$55,000	FY-2027	
	Building Envelope management hours	26	$5,564	FY-2027	Sr. Cx Eng
	Building Envelope Coordination and Meetings	14	$2,996	FY-2027	Sr. Cx Eng
999	**Travel and Reimbursables**		$12,140		

	Quantity	Unit Cost	
CxAlloy Website Lease	24	$200	$4,800
Flights	4	$600	$2,400
Hotels/Meals ($175/day)	16	$175	$2,800
Rental Car	4	$160	$640
Misc Travel Expenses ($100/trip)	4	$100	$400
Milage Budget (55 cents per mile)	2000	$0.55	$1,100

Cx Fee Estimate		**Hours**	**Billable $**	**Reimbursables**	**Total**
	Total	**938**	**$259,492**	**$12,140.00**	**$271,632**

* - These are Subcontractor estimates that will be adjusted after 100% CD documents become available.
All Cx Hourly estimations will be adjusted after 100% CD documents become available.

ATTACHMENT B – Staff & Rate Schedule

Item #	Labor Classification	Years of Experience	Last Name	First Name	2026 Hourly Rate	2027 Hourly Rate
1	Principal	20+	Garcia	Javier	$227.00	$234.00
2	Principal	20+	Saeh	Victor	$227.00	$234.00
3	Senior Mechanical Engineer (P.E.)	10-15	Luna	Fernando	$211.00	$217.00
4	Senior Mechanical Engineer (P.E.)	10-15	Kelly	Brian	$211.00	$217.00
5	Senior Electrical Engineer (P.E.)	10-15	Garcia	Javier	$211.00	$217.00
6	Senior Commissioning Engineer	10-15	Saeh	Victor	$208.00	$214.00
7	Senior Commissioning Engineer	10-15	Vedani	Guillermo	$208.00	$214.00
8	Senior Commissioning Engineer	10-15	Romenesko	Peter	$208.00	$214.00
9	Sr. Commissioning Technician	10-15	Essenberg	George	$175.00	$180.00
10	Commissioning Engineer	3-8	Vega-Mitchell	Dylan	$182.00	$187.00
11	Commissioning (Cx) Technician	3-8	Zarzosa	Anthony	$160.00	$165.00

ATTACHMENT C – Building Envelope Proposal

Building Envelope Commissioning services are provided by our subconsultant, Avocet Design & Consulting LLC. Their entire proposal is included as a separate attachment to Bath Group's proposal. Below is a summary of the Building Envelope Services described included for convenience.

Scope of BECx Services **El Paso Police Dept & Fire Dept Headquarters - 122,500 SF** ***(-30,000 SF)***	Est. Freq. / Hrs	Unit Cost	Travel Costs	Total
Design Phase BECx Activities				
Envelope Design Review *(Design Development, 50% and 95% Construction Documents)*	1	$5,000		$5,000
Construction Phase BECx Activities				
Commissioning Plan incl. Performance Testing Matrix and Commissioning Kick-Off Meeting *(in person)*	1	$2,500		$2,500
Envelope Field Observation Checklists	1	$1,500		$1,500
Pre-Construction Conferences *(envelope related trades)*	2	$1,200	$900	$4,200
Submittal & Shop Drawing Review	10	$160		$1,600
Site Visits: Building Envelope Observations *(Periodic site visits to observe envelope specific trades at critical milestones)*	14	$1,200	$900	$29,400
Allowance for: Progress Meetings /Pre-Construction Conferences / Issue Resolution / Building Envelope Conference Calls *(participation by phone, hourly at $160/hr)*	25	$160		$4,000
Final Commissioning Report & Documentation	1	$2,500	$900	$3,400
10-Month Warranty Walk	1	$2,500	$900	$3,400
Building Envelope Commissioning Total *(not including GRT as applicable)*				**$55,000**

Proposal: BUILDING ENVELOPE COMMISSIONING

March 23, 2026
Rev. March 25, 2026

Client: Bath Commissioning
1790 Hughes Landing Blvd. Suite 325
The Woodlands, TX 77380

Attention: Victor Saeh

Project: El Paso Police Department and Fire Department Headquarters, City of El Paso, Texas

Thank you for the opportunity to submit our fee proposal for building envelope commissioning on the new El Paso Police Department and Fire Department Headquarters for the City of El Paso.

Schematic Design drawings by Dekker dated December 2025 have been provided for reference.

Scope: Provide building envelope commissioning services for the approximately 122,500 SF El Paso Police Department and Fire Department Headquarters building as part of the Public Safety complex.

Scope defined within this proposal is intended to comply with the primary requirements for BECx per ASHRAE Guideline 0-2013 and NIBS Guideline 3-2012. It is understood that the project is not pursing LEED v4 or Green Globes.

Field Performance Testing, integral to the building envelope commissioning process, is NOT included in this proposal due to the possible range and scope of testing. We recommend reviewing the scope of testing with the Owner & Architect as design progresses. Testing may be provided under the General Contractor's scope or directly by the Owner. Avocet is available to provide select field performance tests. Additional fee would be required for Field Performance Testing.

The full scope of BECx services are listed below in the Fee Schedule. Activities not expressly identified in this scope of work are excluded.

Please note that the original proposal, dated December 15, 2023, accounted for approximately 30,000 SF for the Headquarters Building. Billing will be based on the specific tasks provided for each building or construction phase, specific to this building as it will be built separately.

Fee: **Building Envelope Commissioning Services:** **$ 55,000**
Not including NM GRT as applicable

Fee Schedule

Scope of BECx Services **El Paso Police Dept & Fire Dept Headquarters - 122,500 SF *(-30,000 SF)***	Est. Freq. / Hours	Unit Cost	Travel Costs	Total
Design Phase BECx Activities				
Envelope Design Review *(Design Development, 50% and 95% Construction Documents)*	1	$5,000		$5,000
Construction Phase BECx Activities				
Commissioning Plan incl. Performance Testing Matrix and Commissioning Kick-Off Meeting *(in person)*	1	$2,500		$2,500
Envelope Field Observation Checklists	1	$1,500		$1,500
Pre-Construction Conferences *(envelope related trades)*	2	$1,200	$900	$4,200
Submittal & Shop Drawing Review	10	$160		$1,600
Site Visits: Building Envelope Observations *(Periodic site visits to observe envelope specific trades at critical milestones)*	14	$1,200	$900	$29,400
Allowance for: Progress Meetings /Pre-Construction Conferences / Issue Resolution / Building Envelope Conference Calls *(participation by phone, hourly at $160/hr)*	25	$160		$4,000
Final Commissioning Report & Documentation	1	$2,500	$900	$3,400
10-Month Warranty Walk	1	$2,500	$900	$3,400
Building Envelope Commissioning Total *(not including GRT as applicable)*				**$55,000**

Fee Schedule Notes

- Fee does not include New Mexico Gross Receipts Tax or other local taxes. If applicable, local or gross receipts tax would be assessed on base fee and included at invoicing.
- Fee does not include field or laboratory performance testing. Scope of testing should be reviewed during design.
- Field performance testing may be provided by the General Contractor or by the Owner. Avocet is available to provide select tests. Testing would require additional fees.
- Proposal does not include design drawings, comprehensive specifications, or contract documents. While we may provide our opinion and assist with resolving design issues in the field, final determination of executed detailing remains the responsibility of the General Contractor and the Architect of Record.
- Fee does include in-person participation in two (2) Pre-Construction Conferences.
- Additional Services to be billed hourly at a rate of $160.
- Additional site visits may be requested at the listed rate.
- Site visit fee includes travel expenses. No reimbursables or additional travel expenses are anticipated for this project.

Thank you for the opportunity to work with Bath and the City of El Paso.

Sara Rain Stewart, AIA
NM License #004868

Accepted by: Date

Printed Name & Title:

General Conditions

1- This Agreement may be terminated at anytime by either party with notice in writing. In the event of early termination, both parties agree to work in the interest of the other to reach a mutually appropriate conclusion of work. Payment is due in full for all work completed up to time of termination.

2- This Agreement may be modified, altered or amended only by written agreement executed by both parties hereto. Any changes to the scope of work must be set forth in a duly executed written amendment to this Agreement.

3- It is understood that the Consultant's role is to evaluate the project team's processes to determine if the project intent is being achieved, to facilitate resolution of system deficiencies, and to document design recommendations. Any design recommendation shall be fully reviewed by the Architect of Record, whom, with the Owner's approval, shall make any final design decisions as are incorporated into the Construction Documents. The Client agrees that the Consultant shall have no liability to the Client or any other Party for the final design decisions and their incorporation into the documents.

4- The Client agrees to defend, indemnify and hold harmless the Consultant against any liability, claims, damages, losses or expenses, including attorney fees, to the extent the liability, damages, losses or costs are caused by or arise out of the acts of the Client or its officers, employees or agents, pursuant to NMSA 1978, §56-7-1.

5- The Client agrees that the Consultant shall not be responsible for the accuracy or completeness of work, missing design features or items, cost overruns, or other missed opportunities caused by Client, any other company or organization, or their officers, employees or agents that are affiliated with this project.

6- The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by architects and consultants practicing in the same or similar locality under the same or similar conditions. Except as otherwise required by law, Avocet makes no warranties, either expressed or implied, with respect to services provided under this agreement.

7- Any claims or disputes arising out of or related to this Agreement shall be addressed through mediation prior to binding arbitration. If the parties do not resolve a claim or dispute through mediation, the method of binding resolution will be arbitration, pursuant to New Mexico's Uniform Arbitration Act, NMSA 1978, §44-7A-1, *et seq.*

ATTACHMENT "C-1"
CONSULTANT'S BASIS AND ADDITIONAL SERVICES

ATTACHMENT "C-1"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the **"PROJECT MANAGEMENT SERVICES FOR THE EL PASO POLICE DEPARTMENT HEADQUARTERS " PROJECT "** hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.

2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under this Agreement.

3. The Consultant shall serve as administrative and strategic management of the third-party commissioning and envelope sub-consultants.

4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with oversight and management of the third party commissioning and envelope sub-consultants for the Project. The Owner's review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

DESIGN PHASE

The Consultant shall do the following:

1. Consult with the Owner to determine the Owner's requirements for the Project.

2. Review drawings and verification of submittal package related to the mechanical, electrical and plumbing systems (commissioned systems).

3. Envelope design review.

4. Provide to the Owner a report of deficiencies, findings and recommendations based on design review.

5. review submittal documents, test and balancing date and any other documentation related to commissioning.

6. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

CONSTRUCTION PHASE

At Owner's request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.

2. Coordinate site visit reports from the commissioning and envelop consultants with the Owner.

3. conduct commissioning activities such as testing of mechanical, electrical, and plumbing systems to ensure compliance with drawings and specifications.

4. Provide to the Owner report of commissioned systems along with recommendations regarding acceptance of the systems.

5. conduct visual envelope field observations and provide finding report to Owner.

6. review sub-consultant findings to ensure they meet Owner's project requirements and basis of design.

7. oversee the commissioning issues reported to ensure that any deficiencies identified during testing are communicated to the relevant contractors and resolved in a timely manner.

8. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

9. Conduct with the Owner and construction contractor no more than two brief preliminary inspections, at times requested by the construction contractor to determine if the Project is ready for final inspection.

10. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.

11. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.

12. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.

13. Provide to the Owner final commissioning report and documentation.

14. serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget.

2. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.

3. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.

4. Provide Additional Services in connection with the Project not otherwise provided for in his Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

ATTACHMENT "D-1"
PAYMENT AND DELIVERABLE
SCHEDULES

ATTACHMENT "D-1"
PAYMENT SCHEDULE

For the project known as **"PROJECT MANAGEMENT SERVICES FOR THE EL PASO POLICE DEPARTMENT HEADQUARTERS &PROJECT "**, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **$344,426.64** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

Basic services for project management services shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Payment to Consultant

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in **Attachment "B-1"**. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

The Owner shall make payments upon presentation of the Consultant's detailed Invoice and accompanying Summary and Progress Report and the Owner's written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. ***Tips and alcohol are not reimbursable.***

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1st of each year and ends on August 31st of each year. The Consultant's invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with the Owner's fiscal year.

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the Owner. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges

are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

DESIGN PHASE

The services called for in **design phase** of this Agreement shall be completed and **one (1) copy** of final design Drawings and Specifications review report shall be submitted within **10 consecutive calendar** days following written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **one (1) copy** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **five (5) copies** of the final report of design documents and specifications review to the Owner within **10 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment "C-1" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within twenty five (25) months from the date of substantial completion.

"ATTACHMENT E-1"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/23/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA LLC.
1900 LAWRENCE STREET, SUITE 1900
DENVER, CO 80202-5534

CN144764051-XS-GAUWP-25-26 C23272 5TX.00

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : N/A	N/A
INSURER C : National Fire Insurance Company	20478
INSURER D : Axis Surplus Insurance Company	26620
INSURER E : Travelers Property Casualty Company of America	25674
INSURER F : The Continental Insurance Company	35289

INSURED
Consor Parent, Inc.
and all Subsidiaries
6505 Waterford District Drive, Suite 470
Miami, FL 33126

COVERAGES **CERTIFICATE NUMBER:** SEA-004056902-13 **REVISION NUMBER:** 8

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		7095110478	12/31/2025	12/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 1,000,000 15,000 1,000,000 2,000,000 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X		7095132738	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	2,000,000
F	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			8018283485	12/31/2025	12/31/2026	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7095135476 (AOS) 7095140595 (CA)	12/31/2025 12/31/2025	12/31/2026 12/31/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
D	Prof & Environmental Liability			EBZ634816/01/2025 (SIR $500,000)	12/31/2025	12/31/2026	Per Claim/Aggregate		1,000,000
E	Excess Liabilty			EX-A1241010-25-NF	12/31/2025	12/31/2026	Occurrence/Aggregate		5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Consor Project No. C232725TX.00 for Solicitation #2023-0733R for Project Management for El Paso Public Safety and Fire Department Headquarters & Maintenance and Logistics Center Project.

City of El Paso is included as additional insured if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy.

CERTIFICATE HOLDER

City of El Paso
218 N Campbell, 2nd Floor
El Paso, TX 79901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA LLC

Danesha Flowers

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA LLC.	Consor Parent, Inc. and all Subsidiaries 6505 Waterford District Drive, Suite 470 Miami,FL 33126
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Named Insureds:
AIA Engineers LLC
American Consulting Engineers of Florida, LLC
American Consulting Professionals of Michigan, LLC
American Consulting Professionals, LLC
Apex Design LLC
Aqualyze, Inc.
Barney & Worth, Inc.
Cavnue, LLC
Cavnue Michigan, LLC
Cavnue Technology, LLC
Cavnue Texas, LLC
Charlotte Engineering and Surveying, LLC
Civic Engineering and Information Technologies, LLC
Consor Canada, ULC
Consor Engineers, Inc.
Consor Engineers, LLC
Consor Engineers, LLC DBA U.S. Underwater
Consor Engineering and Land Surveying
Consor Holdings, LLC (formerly known as Target Engineering Group Holdings, LLC)
Consor Intermediate, LLC (formerly known as Target Engineering Group Intermediate, LLC)
Consor North America, Inc. (Formerly Murraysmith, Inc.)
Consor North America of Michigan, LLC
Consor Parent, Inc.
Consor PMCM, Inc. (formerly CPM Associates, Inc.)
Infrastructure Engineers, LLC
Infrastructure Investment Group, LLC
Johnson-Adams & Associates, LLC
Murfee Engineering Co., Inc
MurraySmith, Inc. dba Odell Engineering, LLC
Park Engineering, Inc.
Project Engineering Consultants, Inc.
Project Engineering Consultants, LLC
Quincy Engineering Incorporated
Structural Grace, LLC
Target Engineering Group, LLC
TKW Consulting Engineers LLC
US Underwater, LLC
Versa Infrastructure LLC

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EXTENDED COVERAGE ENDORSEMENT - BA PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILTY COVERAGE

A. Who Is An Insured

The following is added to **SECTION II, Paragraph A.1., Who Is An Insured:**

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that**,

   b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

   The insurance afforded by this provision **A.2.:**

   a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

   b. Does not apply to:

      (1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or

      (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.

3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured,** includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

SECTION II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In **a.(2),** the limit for the cost of bail bonds is increased from $2,000 to $5,000, and
2. In **a.(4),** the limit for the loss of earnings is increased from $250 to $500 a day.

C. Fellow Employee

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ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
Per schedule on file with company

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage; and

C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

1. Coverage broader than what you are required to provide by the **written contract**; or

2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage.

III. But if the **written contract** requires:

A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or

2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

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CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury** or **property damage**; or

2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA PARAMOUNT

Policy Holder Notice - Countrywide

It is understood and agreed that:

If the **Named Insured** has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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File #: 26-0750, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Community and Human Development, Nickole Rodriguez, (915) 212-1673
Community and Human Development, Abraham Gutierrez, (915) 212-1658

AGENDA LANGUAGE:

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

Discussion and action to approve the (2026-2027) Annual Action Plan, for programs, projects and services to be funded under the Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), Housing Opportunities for Persons with Aids (HOPWA), and Emergency Solutions Grant (ESG) programs.

City of El Paso Agenda Summary Form

City Clerk

Submitted On: Jun 5, 2026, 12:58PM EDT

Department / Council Office	Community and Human Development
Agenda Date	June 23, 2026
Public Hearing Date	June 23, 2026
Email of User Submitting Form	VargasJ1@elpasotexas.gov
Contact Person	Nickole Rodriguez 915-212-1673
2nd Contact Person	Abraham Gutierrez 915-212-1658
District(s) Affected	All Districts
Agenda Item	Discussion and action to approve the (2026-2027) Annual Action Plan, for programs, projects and services to be funded under the Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), Housing Opportunities for Persons with Aids (HOPWA), and Emergency Solutions Grant (ESG) programs.
Issue Statement	Council is asked to approve the (2026-2027) Annual Action Plan, which is the second year of the departments 5-year Consolidate Plan, for funding allocation of the following Federal Department of Housing and Urban Development (HUD) Entitlement Grants: Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), Housing Opportunity for Persons with Aids (HOPWA), and Emergency Solutions Grant (ESG) programs. The Department of Community and Human Development used the data and information gathered through the Community Needs Assessment, Housing Market Analysis, as well as non-profit and governmental agency feedback to determine how funding would be allocated. This annual Federal funding will support housing, homelessness, and community development programs. Council's approval will allow funding to be distributed to non-profits based on the City's priority needs and the goals of the HUD Entitlement Grant Program.
Background	Prior Council action was 6/10/2025, to approve Draft 2025-2029 5-Year Consolidated Plan and the first year Annual Action Plan funding allocation.
Council Options	1. Approve Resolution 2. Decline Resolution and provide funding allocation recommendations.
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	On June 10, 2026, the 52nd Year (2026-2027) Annual Action Plan will commence for a 30-day public comment period, which will end July 10, 2026.
Related City Policies	N/A
Prior Council Action	Prior Council action was 6/10/2025, to approve Draft 2025-2029 Consolidated Plan and the first Annual Action Plan funding allocation of the 5-year Consolidated Plan.
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	CDBG $6,313,249.00 ESG $566,112.00 HOME $2,704,302.63 HOPWA $1,275,258.00
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Jessica Vargas 915-212-1682 VargasJ1@elpasotexas.gov

RESOLUTION

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

That the City Manager, or designee, be authorized to sign and submit to the Department of Housing and Urban Development (HUD) the 2026-2027 Annual Action Plan, Form SF-424 and Form SF 424 D, all certifications and assurances contained therein, and any documents necessary to comply with HUD requirements; and

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

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

That the City Manager, or designee, subject to completion of environmental review, be authorized to sign all contracts and documents with subrecipients related to the implementation and performance of the activities contained in the 2026-2027 Annual Action Plan and corresponding programs. The City Manager, or designee, is authorized herein to sign amendments to such contracts which add to or reduce funding, including but not limited to the de-obligation of funds by mutual termination, and extensions to the contract period; and

That the City Manager, or designee, be authorized to sign all Environmental Assessments, Requests for Release of Funds, Certifications, and Performance Reports required by the U.S. Department of Housing and Urban Development for activities covered by the 2026-2027 Annual Action Plan and related Community Development programs; and

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

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

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

APPROVED this _____ day of _____, 2026.

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:

Nickole H. Rodriguez
_____
Nickole H. Rodriguez, Director
Community & Human Development Department

Annual Action Plan

City of El Paso, Texas

2026-2027

Prepared by The Department of Community & Human Development

OMB Control No: 2506-0117 (exp. 09/30/2021)

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Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of El Paso's 2025-2029 Consolidated Plan outlines a five-year strategy to address housing, infrastructure, and service needs for low to moderate-income residents. Developed by the Department of Community and Human Development (DCHD), the Plan supports the administration of five federal entitlement grants, including the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), HOME Investment Partnerships Program (HOME), Housing Opportunities for Persons With AIDS (HOPWA), and HOME ARP. This strategy is based on extensive public input, current housing market conditions, and key findings from the 2025 Community Needs Assessment. For purposes of this plan, the City of El Paso may be referred to as "the City." The 2026 Annual Action Plan represents the second year of implementation of the City of El Paso's 2025-2029 Consolidated Plan and identifies the activities and funding priorities to be undertaken during Program Year 2026.

The City of El Paso shall administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and certification requirement that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S. C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218 or other Executive Orders or immigration laws. The city will not use funding under this grant in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation. Unless excepted by PRWORA, the city must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

The City of El Paso agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

The City of El Paso will not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The plan identifies five key objectives:

- Expand affordable housing through rehabilitation, housing development, tenant-based rental assistance, and housing stabilization services.
- Strengthen homelessness prevention, street outreach, emergency shelter, rapid rehousing, and supportive housing strategies.
- Increase access to mental health care, supportive services, and programs that promote housing stability and self-sufficiency.
- Support youth, children, and families through shelter, childcare, educational, and family support services.
- Enhance public facilities, community services, and programs serving low-income households and vulnerable populations.

The Community Needs Assessment (CNA) gathered input from over 640 residents through bilingual surveys and public forums, with additional responses from 40 local agencies. Community members identified mental health services, affordable housing, transportation, homelessness services, and family support as top concerns. Residents also prioritized neighborhood improvements such as mental health centers, accessibility improvements, food pantries, and affordable housing. The CNA emphasized unmet needs related to housing affordability, homelessness, mental health support, and access to essential services, especially in central, lower valley, and Northeast neighborhoods. These findings continue to guide the City's priorities and investments under the second year of the 2025-2029 Consolidated Plan.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Over the past several years, the City has invested federal funds to address housing insecurity, improve neighborhoods, and support nonprofit service delivery. Significant funding was allocated through the Emergency Rental Assistance programs during and following the pandemic, as well as through ESG and ESG-CV, which helped stabilize households at risk of homelessness. The City also expanded outreach, housing navigation, and coordinated service delivery through initiatives such as El Paso Helps.

During the most recent program year, the City continued to invest in affordable housing, homelessness prevention, rapid rehousing, emergency shelter, supportive services, public facilities, and programs serving low- and moderate-income residents. Funding also supported services for youth, families, older adults, persons with disabilities, and individuals living with HIV/AIDS.

While these efforts have contributed to housing stability and increased access to services, ongoing challenges remain related to housing affordability, homelessness, mental health services, and access to essential community resources. Performance data, community input, and identified unmet needs were used to help guide the City's goals and projects for Program Year 2026, the second year of the 2025-2029 Consolidated Plan.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City’s Citizen Participation Plan guided public engagement activities used to develop the 2025-2029 Consolidated Plan and continues to inform priorities for Program Year 2026. The 2025 Community Needs Assessment reached residents in both English and Spanish through online surveys, neighborhood meetings, public forums, and senior center outreach with support from RSVP volunteers. The City also consulted with local service providers, housing organizations, public agencies, the El Paso Continuum of Care (CoC), and other community stakeholders to identify housing, homelessness, and community development needs. In addition, the City convened El Paso Helps meetings, a collaborative effort between the City of El Paso, nonprofit service providers, and community partners to coordinate housing, homelessness, and supportive services throughout the community. These meetings provided an opportunity to discuss community needs, service gaps, program performance, and opportunities for coordination among partner agencies.

Input received through the Community Needs Assessment, El Paso Helps collaboration meetings, CoC engagement, and the broader consultation process identified affordable housing, homelessness, mental health services, transportation, and family support services as ongoing community priorities. These findings continue to guide the City's funding decisions and planned activities under the second year of the 2025-2029 Consolidated Plan.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Pending conclusion of public comment period.

6. Summary of comments or views not accepted and the reasons for not accepting them

Pending conclusion of public comment period.

7. Summary

The 2026 Annual Action Plan reflects the City of El Paso's continued commitment to data-informed and community-centered planning. As the second year of the 2025-2029 Consolidated Plan, this Annual Action Plan builds upon the priorities identified through community engagement, stakeholder consultation, and the 2025 Community Needs Assessment. The Plan supports investments in affordable housing, homelessness prevention and housing stability, mental health and supportive services, public facilities, and programs serving low- and moderate-income residents.

Through collaboration with community partners, nonprofit organizations, the Continuum of Care, and the El Paso Helps network, the City will continue to support programs and services that promote housing stability, self-sufficiency, and quality of life for residents. Particular attention will be given to addressing the needs of low-income households, families, older adults, persons with disabilities, and individuals experiencing or at risk of homelessness.

The City recognizes that community needs continue to evolve and that available funding levels may change over time. DCHD will continue to monitor program performance, community priorities, and funding availability to ensure resources are used effectively and in accordance with federal requirements. Any necessary adjustments to priorities or funding allocations will be made in a transparent manner and consistent with the Citizen Participation Plan.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	EL PASO, TX	
CDBG Administrator	EL PASO, TX	Community and Human Development
HOPWA Administrator	EL PASO, TX	Community and Human Development
HOME Administrator	EL PASO, TX	Community and Human Development
ESG Administrator	EL PASO, TX	Community and Human Development

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

For information regarding the City of El Paso 2026 Annual Action Plan, please contact the Department of Community + Human Development.

DCHDServices@elpasotexas.gov

(915) 212-1559

801 Texas Avenue, 3rd floor

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of El Paso has developed an integrated and collaborative approach to addressing the needs of residents experiencing or at risk of homelessness, housing instability, or related challenges. Through the leadership of DCHD, the City coordinates with a broad network of public and assisted housing providers, social service agencies, health and behavioral health systems, and regional coalitions. This section outlines how the City enhances cross-sector coordination; collaborates with the Continuum of Care and partner agencies to meet the needs of people experiencing homelessness including chronically homeless individuals, veterans, families with children, and unaccompanied youth; and engages in meaningful consultation on the use of ESG funds and administration of HMIS to support evidence-based outcomes and strategic service delivery.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City of El Paso, through DCHD, works year-round to coordinate with public and assisted housing providers, as well as private and governmental health, mental health, and service agencies. The City collaborates extensively with the Housing Authority of the City of El Paso / Housing Opportunity Management Enterprises (HOME), Centro San Vicente, Opportunity Center, Emergence Health Network, Amistad, and United Way of El Paso through the El Paso Helps initiative to ensure a unified approach to serving vulnerable populations.

These collaborative relationships are strengthened through the Community Needs Assessment (CNA) process, which gathered input from over 640 residents citywide and directed priorities for housing, mental health, family stability, and homelessness in 2025. The CNA is also supported by engagement with neighborhood associations, advocacy boards (e.g., Accessibility Advisory Committee, Veterans Affairs Council), and senior volunteer partners, like the RSVP program.

Additionally, the City supports and consults with agencies like Endeavors, Project Vida, and YWCA El Paso del Norte Region to bridge public housing efforts with supportive health and service delivery networks. These partnerships ensure coordination across housing development, homelessness prevention, mental and behavioral health care, and family support services.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of El Paso leads the El Paso Helps Collaborative, a citywide initiative that provides immediate, coordinated support to individuals and families experiencing homelessness or housing crises. El Paso Helps operates a real-time response system that includes:

- A centralized online portal and live-agent hotline
- 24/7 mobile street outreach teams
- A low-barrier Welcome Center
- Direct referrals to shelter, housing, food, behavioral health, and other critical services

Under City leadership, El Paso Helps unites regional service providers to ensure rapid, compassionate response to homelessness. The initiative prioritizes those with the highest barriers to housing, including chronically homeless individuals, families with children, unaccompanied youth, and veterans. El Paso Helps also works on prevention, collaborating with partners to assist households at risk of homelessness.

The City also maintains a strong partnership with the El Paso Coalition for the Homeless (EPCH), which serves as the Continuum of Care (CoC) Collaborative Applicant, Coordinated Entry lead, and HMIS administrator. The CoC includes diverse agencies working to prevent and end homelessness.

The CoC emphasizes service to high-priority groups: chronically homeless individuals, families with children, veterans, and unaccompanied youth. Its Strategic Plan focuses on:

- Expanding access to affordable housing
- Strengthening interagency leadership and civic engagement
- Enhancing self-sufficiency
- Reshaping the crisis response system
- Advancing housing and health stability

EPCH also leads the annual Point-in-Time (PIT) Count, providing vital data on local homelessness. Conducted with community volunteers, the PIT Count and Coordinated Entry data help guide performance targets, service priorities, and funding strategies.

Together, El Paso Helps and the CoC form a dual-track approach to homelessness that is collaborative, proactive, data-driven, and outcome-focused. Both align with HUD priorities and address the most urgent needs in the community.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of El Paso regularly consults with the El Paso Continuum of Care (CoC), which includes the Collaborative Applicant, HMIS Lead Agency, the Coalition for the Homeless, and partner agencies, to guide the effective use of Emergency Solutions Grant (ESG) funds. This consultative process includes collaborative planning sessions to assess local housing and service data and prioritize ESG activities based on community needs. Emphasis is placed on interventions for chronically homeless individuals, families with children, veterans, and unaccompanied youth.

Collaborative Planning:
Stakeholders meet to identify ESG-funded priorities such as rapid rehousing, homelessness prevention, and street outreach. Planning efforts target rapid exits from shelters, access to permanent supportive housing, and outreach programs for high-risk groups, including veterans and youth.

Performance Benchmarks:
The City and CoC partners use data from the annual Point-in-Time Count, coordinated entry systems, and agency-level metrics to guide funding decisions. Programs are expected to meet measurable performance and outcome targets while offering supportive services like mental health care, substance use treatment, and employment assistance to ensure housing stability.

Committee Engagement and Policy Development:
The City participates in CoC committees that oversee ESG program implementation, help refine performance standards, and shape service delivery policies. The City also uses general funds and other sources to meet ESG match requirements, enhancing the reach of federal investments.

Evidence-Based Policies and System Improvement:
CoC-wide coordination allows for the integration of real-time data and community input to improve ESG programs. The City is also part of a task force revising the CoC 603 Charter to streamline governance and improve responsiveness to populations in need.

Through these coordinated efforts, the City of El Paso ensures ESG resources are directed effectively, helping build a resilient, targeted response to homelessness in the community.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

The City of El Paso continued its outreach and consultation efforts during the development of the 2026 Annual Action Plan, engaging a broad range of stakeholders across housing, social services, healthcare, behavioral health, and government sectors.

Throughout the planning process, the City consulted with public housing providers, nonprofit organizations, homeless service providers, healthcare organizations, behavioral health agencies, advocacy groups, and public entities to identify community needs and funding priorities. Input from the 2025 Community Needs Assessment (CNA), which included responses from residents and community organizations, continued to inform planning and investment decisions during the second year of the 2025-2029 Consolidated Plan.

The City maintained regular engagement with community partners through standing interagency collaborations and coordination meetings. This included monthly Jail Re-Entry Task Force meetings, HOPWA Coordination Meetings, El Paso Helps Partner Meetings, Continuum of Care (CoC) meetings and committees, and other collaborative discussions involving housing, homelessness, healthcare, and supportive service providers. These meetings provided opportunities to discuss community needs, service gaps, system coordination, housing stability, and resource alignment.

The City also consulted with agencies and organizations including the Housing Authority of the City of El Paso (HACEP), Opportunity Center for the Homeless, Project Amistad, United Way of El Paso County, Emergence Health Network, Centro San Vicente, Endeavors, Project Vida, YWCA El Paso del Norte Region, El Paso Coalition for the Homeless, and other community partners serving low-income residents, persons experiencing homelessness, veterans, youth, older adults, persons with disabilities, and individuals living with HIV/AIDS.

Public participation opportunities included public hearings, community meetings, stakeholder consultations, and public comment periods related to the Annual Action Plan. Notices and invitations were distributed through the City's website, email distribution lists, and public notice requirements, including outreach to Spanish-speaking residents.

Collectively, these outreach and consultation efforts reflect the City's commitment to coordination, collaboration, and community engagement. Input from housing providers, social service agencies, healthcare organizations, public entities, community stakeholders, and residents helped inform the priorities, goals, and activities included in the 2026 Annual Action Plan.

Date	Mode of Outreach	Target of Outreach	Mode of Outreach Details (can put on "Other" under Target Outreach)
Monthly	Other	Other: City Department, Non-Profit Agencies, and Non-Municipal Government Entities	Jail Re-Entry Task Force Meetings (monthly)
Monthly	Other	Other: City Department, Non-Profit Agencies, and Non-Municipal Government Entities	HOPWA Coordination Meetings (monthly)
Weekly	Other	Other: City Department, Non-Profit Agencies, and Non-Municipal Government Entities	El Paso Helps Partner Meetings (weekly)
July 2025	Other	Call to the	
April -26	Other	Other: City Department, Non-Profit Agencies and Non-Municipal Government Entities	Humanitarian CFT - Campsite Visit/Call to Action Meetings/Homeless Response Approach Meeting/Humanitarian Operations Meeting
May 2026	Public Hearing	Non-targeted/broad community	El Paso Helps Update to council and the public
Jun-26	Public Hearing	Non-targeted/broad community	Policies and Procedures presented to City Council (tentative)
Jun-26	Newspaper Ad	Non-targeted/broad community Non-English Speaking Other: City Department, Non-Profit Agencies and Non-Municipal Government Entities	Annual Action Plan Presented to Council (tentative)
Jun-26	Public Hearing	Non-targeted/broad community Other: City Department, Non-Profit Agencies and Non-Municipal Government Entities	Newspaper Ad Consolidated Plan (tentative)

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

The City of El Paso did not intentionally exclude any agency type from the consultation process. Outreach during the planning cycle was comprehensive and inclusive. The Community Needs Assessment (CNA) survey and public input opportunities were promoted citywide through the City's website, social media platforms, partner networks, and community meetings, with materials available in both English and Spanish.

Despite these efforts, some agencies and organizations did not respond to or participate in the process. Their absence was not due to exclusion or oversight but rather to non-response despite broad and accessible opportunities for input. The City remains committed to engaging all sectors in future planning efforts and will continue to build and strengthen relationships to ensure even broader participation moving forward. Other local/regional/state/federal planning efforts are considered when preparing the Plan.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
City of El Paso 24 in 2025 Strategic Plan	City of El Paso	Goals and objectives in this Consolidated Plan are intentionally aligned with the goals of the City's Strategic Plan.
Comprehensive Housing Market Analysis; El Paso, Texas	U.S. Department of Housing and Urban Development,	The goals align with the CHMA by addressing the city's shortage of affordable housing, high-cost burdens, and the need for targeted support to vulnerable populations.

PHA Plan for the Housing Authority of the City of El Paso, Texas 5-Year Plan for Fiscal Years 2025 - 2029. o	Housing Authority of the City of El Paso	Expand affordable housing through new construction and rehabilitation, enhancing housing quality and accessibility, and promoting self-sufficiency and homeownership opportunities for low-income residents
Community Needs Assessment **Current State Report**	Project Bravo	Addressing critical gaps in affordable housing, utility assistance, and access to supportive services for low-income families across El Paso County.
PEOPLE WITH DISABILITIES: A TEXAS PROFILE	Texas Workforce Investment Council	Prioritizing accessible, affordable housing and supportive services that address the elevated cost burdens, lower incomes, and service needs experienced by individuals with disabilities.
State of Texas Low Income Housing Plan	Texas Department of Housing and Community Affairs	Prioritizing the development and preservation of affordable rental housing, expanding housing choice, and targeting resources to extremely low-income households and underserved communities.
El Paso Coalition for the Homeless Strategic Plan	El Paso Coalition for the Homeless	The EPCH Homeless Strategic Plan is incorporated throughout the homeless sections of this Consolidated Plan.
State of Homelessness	Department of Community + Human Development	Focuses on strategies to reduce unsheltered homelessness, expand permanent supportive housing, and improve coordination across systems to make homelessness rare, brief, and non-recurring.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

The City of El Paso utilized a comprehensive public engagement process to inform the 2026 Annual Action Plan, guided by its adopted Citizen Participation Plan (CPP). The CPP outlines procedures to encourage participation from all residents, with a focus on those living in low- and moderate-income areas, individuals with disabilities, non-English speakers, and other underserved populations.

The 2026 Annual Action Plan builds upon the extensive public participation conducted during the development of the 2025-2029 Consolidated Plan, including the Community Needs Assessment (CNA), public meetings, stakeholder consultations, and agency engagement activities. The City also continued to gather input through public hearings, ongoing consultation with housing and service providers, Continuum of Care (CoC) meetings, El Paso Helps partner meetings, and other community engagement efforts.

The CNA included a bilingual survey, public information sessions, and targeted outreach to residents and community stakeholders. In total, 641 residents participated in the survey or attended a public input session. Additionally, 40 nonprofit and governmental agencies, including homeless service providers and community-based organizations, completed the agency survey and provided feedback regarding housing, homelessness, public services, and community development needs.

Public and agency feedback identified affordable housing, homelessness, mental health services, transportation, family and youth services, and access to community resources as ongoing priorities. Participants also identified infrastructure and neighborhood improvement needs, including mental health centers accessibility improvements, food pantries, housing, and community facilities.

The information collected through the CNA, public participation activities, stakeholder consultation, and ongoing engagement with community partners directly influenced the priorities reflected in the 2025-2029 Consolidated Plan and continues to guide funding decisions in the 2026 Annual Action Plan. As a result, the City continues to prioritize affordable housing, homelessness prevention and housing stability, supportive services, public facilities, and programs that serve low- and moderate-income residents.

By incorporating resident input, agency expertise, and ongoing consultation with community stakeholders, the City seeks to ensure that its housing and community development investments remain responsive to local needs and aligned with the goals of the 2025-2029 Consolidated Plan.

Citizen Participation Outreach

DATE	NAME OF EVENT	EVENT SUMMARY
Monthly	Jail Re-Entry Task Force Meetings (monthly)	The purpose of these meetings was to facilitate collaboration between the City of El Paso's Department of Community and Human Development (DCHD) and key stakeholders to support and improve the reentry process for individuals returning to the community following incarceration.
Monthly	HOPWA Coordination Meetings (monthly)	The purpose of these meetings was to foster collaboration between the City's Department of Community and Human Development, the Department of Public Health, and Amistad to ensure a smooth and coordinated transition of HOPWA clients between agencies.
Weekly	El Paso Helps Partner Meetings (weekly)	The purpose of these meetings was to foster collaboration between the City's Department of Community and Human Development, the Department of Public Health key community stakeholders servicing individuals who are unhoused or at risk of becoming unhoused.
Periodically	Humanitarian Cross Functioning Team Meetings	The purpose of the Humanitarian Cross Functional Team (CFT) is to coordinate a unified, collaborative response to homelessness and related humanitarian needs in the community. Through activities such as campsite visits, Call to Action meetings, the Homeless Response Approach meeting, and ongoing Humanitarian Operations meetings, the CFT brings together key stakeholders to assess conditions on the ground, align strategies, and implement compassionate, solutions-focused approaches to support individuals experiencing homelessness.

Sep-24	HUD Affordable Housing Summit	The event aimed to connect housing organizations and developers with financial institutions and community organizations to discuss affordable housing needs, challenges, and opportunities. Participants will learn how to leverage resources and strategies to increase affordable housing in El Paso and surrounding areas.
Feb-25	Community Needs Assessment Public Information Session I	The Department of Community and Human Development hosted two Community Needs Public Input Sessions alongside the CNA survey. These sessions provided an opportunity for the public to offer feedback on what community resources, especially regarding social services, access to housing, homelessness, and accessibility, should be prioritized when the City of El Paso allocates federal funds from the U.S. Department of Housing and Urban Development. Held at the Sylvia Carreon Community Center (709 Lomita Dr, El Paso, TX 79907)
Jun-26	Policies and Procedures presented to City Council (tentative)	Item to be presented to City Council in order to inform the community of the Department of Community and Human Development's updated Policies and Procedures.
Jun-25	Community Needs Assessment Presented to Council (tentative)	The purpose of presenting this item to City Council is to inform the community of the Department of Community and Human Development's Community Needs Assessment.
Jun-26	Newspaper Ad Consolidated Plan (tentative)	Item will be published to inform the community of the Department of Community and Human Development's upcoming plans related to the Consolidated Plan.

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of El Paso is applying to receive the following five entitlement grants administered by the U.S. Department of Housing and Urban Development (HUD): Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), HOME Investment Partnerships Program (HOME), Housing Opportunities for Persons With AIDS (HOPWA), and the HOME-American Rescue Plan (HOME-ARP). These grants, along with leveraged funds from local, private, state, and federal sources, support a wide range of community programs, including public services, housing and homelessness assistance, and public facility improvements.

Leveraged funding sources also include state-supported programs such as the Homeless Housing and Services Program (HHSP). These resources continue to play an important role in addressing housing, homelessness, and community development needs throughout the city.

The 2026 Annual Action Plan represents the second year of implementation of the City's 2025-2029 Consolidated Plan. While federal resources remain critical to addressing community needs, funding levels may fluctuate from year to year. In addition, inflation and rising costs continue to affect the delivery of housing, public services, and community development activities. The City will continue to prioritize available resources to address identified community needs and maximize the impact of federal investments.

All funding estimates presented in this plan should be considered provisional until official grant award notifications are received.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 2				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	Public Federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	$6,313,249	$65,000	$0	$6,378,249	$20,426,487	CDBG funds support housing, public facilities, and services, often leveraged with other public and private sources to maximize impact. Priority is given to proposals that combine CDBG with other funding.
ESG	Public Federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	$566,112	$0	$0	$566,112	$ 1,654,184	Funds are awarded through a competitive request-for-proposal process, and selected organizations are required to provide a one-to-one match. Due to the current political climate, funding reductions are projected.

HOME	Public – Federal	Acquisition, Homebuyer assistance, Homeowner rehab, Multifamily rental new construction, Multifamily rental rehab, New construction for ownership, TBRA	$2,704,302.63	$1,500,000.00	$0	$4,204,302.63	$12,647,765.37	Supports affordable housing through public-private partnerships and is often paired with other funding sources. Funds are awarded through a competitive process to support multifamily development throughout the Plan period.
HOPWA	public - federal	Permanent housing in facilities Permanent housing placement Short-term or transitional housing facilities STRMU Supportive services TBRA	$1,275,258	$0	$0	$1,275,258	$9,576,808.50	Funds are awarded through a competitive request-for-proposal process to support housing and services for individuals living with HIV/AIDS. While funding has increased in past years, reductions are anticipated due to the current political climate.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

For Program Year 2026, the City of El Paso will continue to use federal funds to leverage private, state, and local resources to maximize the impact of its housing and community development investments. This is especially critical for the Emergency Solutions Grant (ESG) program, which requires a one-to-one match under federal regulations.

To meet ESG matching requirements, the City and its subrecipient agencies will use a combination of funding sources, including:

- State-funded programs such as the Homeless Housing and Services Program (HHSP)
- Local general funds and private grants
- In-kind contributions such as staff time, donated goods, volunteer hours, and use of facilities
- Other federal sources used in coordination, such as Continuum of Care and HOME funds (where eligible)

By blending ESG with other funding streams, the City can sustain key services such as rapid rehousing, homelessness prevention, street outreach, and emergency shelter operations. This coordination helps stretch limited federal dollars and supports a more integrated service delivery system. In addition, leveraging supports long-term planning efforts by reinforcing partnerships with local agencies, nonprofit providers, and philanthropic partners committed to addressing housing insecurity and homelessness in El Paso.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

For every year of the 2025-2029 Consolidated Plan, the City plans to accept applications from City departments, non-profit agencies, and non-municipal government entities for public facilities improvements that benefit low-to-moderate income residents and/or individuals. Improvements to publicly owned land will occur when public facilities funding is awarded to either a City department or another government entity. These types of facility improvements will be described in more detail through the corresponding Annual Action Plan(s) that are associated with the 2025-2029 Consolidated Plan.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	DH 3.1 Tenant-Based Rental Assistance/ Homeless Prevention	2026	2027	Homeless	Citywide	DH 3.1 Tenant-Based Rental Assistance/ Homeless Prevention	HOPWA: $918,076.66 ESG (Amistad HP): $100,000 TOTAL: $1,018,076.66	Tenant-based rental assistance / Rapid Rehousing: Households Assisted: 92
2	DH 3.2 Rapid Rehousing	2026	2027	Homeless	Citywide	DH 3.2 Rapid Rehousing	ESG: $100,000	Tenant-based rental assistance / Rapid Rehousing: Households Assisted: 11 Persons: 16
3	DH 2.1 Housing Rehabilitation Assistance	2026	2027	Affordable Housing	Citywide	DH 2.1 Housing Rehabilitation Assistance	CDBG: $200,000.00 CDBG RLF: $15,000.00	Homeowner Housing Rehabilitated: Household Housing Unit 50

4	DH 2.2 Rental Housing by Developers	2026	2027	Affordable Housing	Citywide	DH 2.2 Rental Housing by Developers	HOME: $2,028,226.98 HOME PI: $1,350,000.00 CDBG RLF: $50,000.00	Rental units constructed: 16
5	DH 2.3 Rental Housing by CHDOs	2026	2027	Affordable Housing	Citywide	DH 2.3 Rental Housing by CHDOs	HOME: $405,645.39	Rental units constructed: Rehabilitated: 2
6	DH 1.3 HOPWA Support Services	2026	2027	Affordable Housing Public Housing Non-Homeless Special Needs	Citywide	DH 1.3 HOPWA Support Services	HOPWA: $301,591.34	Public service activities other than the Low/Moderate Income Housing Benefit: 92
7	DH 1.4 HOPWA Permanent Housing Placement	2026	2027		Citywide	DH 1.4 HOPWA Permanent Housing Placement	HOPWA: $8,365	Persons/households: 92
8	SL 1.1 Homeless, Emergency Shelter, and Housing	2026	2027	Homeless	Citywide	SL 1.1 Homeless, Emergency Shelter, and Housing	CDBG: $500,000 ESG: $225,000 TOTAL: $725,000	Homeless Person Overnight Shelter: 1235 Persons Assisted
9	SL 1.2 Street Outreach	2026	2027	Homeless	Citywide	SL 1.2 Street Outreach	ESG: $100,000	Public service activities other than Low/Moderate Income Housing Benefit: 96 Persons Assisted

10	SL 1.3 Mental and Medical Health Services	2025	2026	Mental and Medical	Citywide	SL 1.3 Mental and Medical Health Services	CDBG: $246,987	Public service activities other than Low/Moderate Income Housing Benefit: 400 Persons Assisted
11	SL 1.5 Children and Youth Services	2026	20267	Children and Youth	Citywide	SL 1.5 Children and Youth Services	CDBG: $200,000	Public service activities other than Low/Moderate Income Housing Benefit: 360 Persons Assisted
12	SL 2.1 Public Facilities - Homeless Shelters	2026	2027	Homeless	Citywide	SL 2.1 Public Facilities - Homeless Shelters	CDBG: $3,073,000.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 350 Persons Assisted
13	SL 2.5 Public Facilities - Mental Health	2026	2027	Mental Health	Citywide	SL 2.1 Public Facilities - Mental Health	CDBG: $830,613.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 400 Persons Assisted
14	CDBG Program Administration	2025	2026	Administration	Citywide	CDBG Program Administration	CDBG: $1,262,649	Other: 0 Other
15	ESG Program Administration	2025	2026	Administration	Citywide	ESG Program Administration	ESG: $41,112	Other: 0 Other
16	HOPWA Program Administration	2025	2026	Administration	Citywide	HOPWA Program Administration	HOPWA: $38,257	Other: 0 Other
17	HOPWA Sponsor Administration	2025	2026	Administration	Citywide	HOPWA Sponsor Administration	HOPWA: $38,257	Other: 0 Other

18	Housing Program Administration	2026	2027	Administration	Citywide	Housing Program Administration	HOME EN: $270,430.26 HOME PI: $150,000.00	Other: 0 Other

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	DH 3.1 Tenant-Based Rental Assistance/ Homeless Prevention
	Goal Description	Rental assistance for individuals and families at-risk of becoming homeless and rapidly re-housing individuals and families experiencing homelessness.
2	**Goal Name**	DH 3.2 Rapid Rehousing
	Goal Description	For El Pasoans experiencing homelessness, rapid rehousing in conjunction with case management will ensure that the experience of homelessness is brief and non-recurring.
3	**Goal Name**	DH 2.1 Housing Rehabilitation Assistance
	Goal Description	Address the need for affordable housing by offering housing rehabilitation assistance for low-income households.
4	**Goal Name**	DH 2.2 Rental Housing by Developers
	Goal Description	Address the need for affordable housing by providing loans or loan/forgivable deferred payment loans to housing developers for the acquisition with construction, rehabilitation, and reconstruction of affordable rental housing units for low-income tenants.
5	**Goal Name**	DH 2.3 Rental Housing by CHDOs
	Goal Description	Address the need for affordable housing by providing loans or loans/forgivable deferred payment loans to Community Housing Development Organizations (CHDOs) for acquisition with construction, rehabilitation, and reconstruction of affordable housing units for low-income tenants.
6	**Goal Name**	DH 1.3 HOPWA Support Services
	Goal Description	To provide support services for persons living with HIV/AIDS in conjunction with tenant-based rental assistance.
7	**Goal Name**	DH 1.4 HOPWA Permanent Housing Placement

	Goal Description	Assist low-income persons with HIV/AIDS to access decent and affordable housing through permanent housing placement assistance, including security deposits, which is not allowed on TBRA or Supportive Services.
8	**Goal Name**	SL 1.1 Homeless, Emergency Shelter, and Housing
	Goal Description	Providing emergency shelter, housing assistance, and supportive services to individuals and families experiencing homelessness, helping them address immediate housing crises, achieve stability, and transition to safe, stable, and permanent housing while improving long-term self-sufficiency and quality of life.
9	**Goal Name**	SL 1.2 Street Outreach
	Goal Description	Providing essential services necessary to reach out to unsheltered homeless people, connect them with emergency shelter, housing, or critical services, and provide urgent, non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility.
10	**Goal Name**	SL 1.3 Mental and Medical Health Services
	Goal Description	Public Services activities funded under the Mental and Medical Health Services Category to provide improved access to a suitable living environment by the provision of a comprehensive range of mental and medical health services.
11	**Goal Name**	SL 1.5 Children and Youth Services
	Goal Description	Public Services activities funded under the Children and Youth Category are to provide improved access to a suitable living environment by providing a comprehensive range of services for children and youth.
12	**Goal Name**	SL 2.1 Public Facilities - Homeless Shelters
	Goal Description	These projects will provide availability and accessibility to a suitable living environment by improving facilities that mitigate homelessness.
13	**Goal Name**	SL 2.5 Public Facilities - Mental Health
	Goal Description	These projects will provide availability and accessibility to a suitable living environment by improving facilities that provide mental health.
14	**Goal Name**	CDBG Program Administration
	Goal Description	Planning and management activities for entitlement grants.
15	**Goal Name**	ESG Program Administration
	Goal Description	Planning and management activities for entitlement grants.
16	**Goal Name**	HOPWA Program Administration

	Goal Description	Planning and management activities for entitlement grants.
17	**Goal Name**	HOPWA Sponsor Administration
	Goal Description	Planning and management activities for entitlement grants.
18	**Goal Name**	Housing Program Administration
	Goal Description	Planning and management activities for entitlement grants.

Projects

AP-35 Projects – 91.220(d)

Introduction

Projects

1	DH 3.1 Tenant-Based Rental Assistance/ Homeless Prevention
2	DH 3.2 Rapid Rehousing
3	DH 2.1 Housing Rehabilitation Assistance
4	DH 2.2 Rental Housing by Developers
5	DH 2.3 Rental Housing by CHDOs
6	DH 1.3 HOPWA Support Services
7	DH 1.4 HOPWA Permanent Housing Placement
8	SL 1.1 Homeless, Emergency Shelter, and Housing
9	SL 1.2 Street Outreach
10	SL 1.3 Medical and Mental Health Services
11	SL 1.5 Children and Youth Services
12	SL 2.1 Public Facilities - Homeless Shelters
13	SL 2.5 Public Facilities – Mental Health
14	CDBG Program Administration
15	ESG Program Administration
16	HOPWA Program Administration
17	HOPWA Sponsor Administration
18	Housing Program Administration

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities for Program Year 2026 are based on findings from the 2025 Community Needs Assessment, ongoing consultation with community stakeholders, and the goals established in the 2025-2029 Consolidated Plan. Affordable housing, homelessness services, mental health services, family stability, and support for low- and moderate-income households continue to be among the community's highest priorities. Funding is directed toward activities that promote housing stability, prevent and reduce homelessness, expand access to supportive services, improve public facilities, and address identified community needs.

The main obstacles include a limited supply of affordable housing, rising housing and construction costs, increasing demand for services, and constrained federal resources. In addition, inflation continues to affect the cost of delivering housing, public services, and community development activities. Service gaps related to behavioral health, transportation, and access to housing and supportive services also continue to present challenges for some of the City's most vulnerable residents.

AP-38 Project Summary

Project Summary Information

1.	**Project Name**	**DH 3.1 Tenant-Based Rental Assistance & Homelessness Prevention**
	Target Area	Countywide (HOPWA) and Citywide (ESG)
	Goals Supported	DH 3.1 Tenant-Based Rental Assistance & Homelessness Prevention
	Needs Addressed	DH 3.1 Tenant-Based Rental Assistance & Homeless Prevention
	Funding	HOPWA: $918,076.66
		ESG: $100,000 (plus match)
	Description	This project will provide affordable decent housing for people at risk of experiencing homelessness.
	Target Date	8/31/2027
	Estimate the number and type of families that will benefit from the proposed activities	92
	Location Description	TBD
	Planned Activities	HOPWA: Enable persons living with HIV/AIDS, and their families, to establish or better maintain a stable living environment in housing that is decent, safe, and sanitary by providing long-term housing assistance through tenant-based rental assistance and permanent housing placement.
2	**Project Name**	**DH 3.2 Rapid Rehousing**
	Target Area	Citywide
	Goals Supported	DH 3.2 Rapid Rehousing
	Needs Addressed	DH 3.2 Rapid Rehousing
	Funding	ESG: $100,000 (Plus Match)
	Description	This project will move people experiencing homelessness into safe, decent housing.
	Target Date	8/31/27
	Estimate the number and type of families that will benefit from the proposed activities	16 persons/11 households
	Location Description	TBD

	Planned Activities	This project will provide rapid rehousing services to people experiencing homelessness.
3	**Project Name**	**DH 2.1 Housing Rehabilitation Assistance**
	Target Area	Citywide
	Goals Supported	DH 2.1 Housing Rehabilitation Assistance
	Needs Addressed	DH 2.1 Housing Rehabilitation Assistance
	Funding	CDBG: $200,000
		CDBG RLF: $15,000
	Description	Projects will provide safe, affordable, and decent housing through the rehabilitation of existing low-income households.
	Target Date	8/31/27
	Estimate the number and type of families that will benefit from the proposed activities	50 households will be assisted through rehabilitation.
	Location Description	Citywide
	Planned Activities	Housing rehabilitation for homeowners at 60% AMI or below.
4	**Project Name**	**DH 2.2 Rental Housing by Developers**
	Target Area	Citywide
	Goals Supported	DH 2.2 Rental Housing by Developers
	Needs Addressed	DH 2.2 Rental Housing by Developers
	Funding	HOME: $2,028,226.98
		HOME PI: $1,350,000
		CDBG RLF: $50,000
	Description	This project will provide loans to construct safe, affordable, and decent housing to increase and maintain the affordable rental housing stock.
	Target Date	8/31/27
	Estimate the number and type of families that will benefit from the proposed activities	16 households earning under 60% Annual Median Income (AMI) will be supported through this project.
	Location Description	Citywide

	Planned Activities	Construction of rental units available for low-income households.
5	**Project Name**	**DH 2.3 Rental Housing by CHDOs**
	Target Area	Citywide
	Goals Supported	DH 2.3 Rental Housing by CHDOs
	Needs Addressed	DH 2.3 Rental Housing by CHDOs
	Funding	HOME: $405,645.39
	Description	This project will provide loans to construct safe, affordable, and decent housing to increase and maintain the affordable rental housing stock.
	Target Date	8/31/27
	Estimate the number and type of families that will benefit from the proposed activities	2 household earning 60% Annual Median Income (AMI) or less will be supported through this program.
	Location Description	Citywide
	Planned Activities	New rental units are to be constructed by Community Housing Development Organizations (CHDOs) for low-income households.
6	**Project Name**	**DH 1.3 HOPWA Support Services**
	Target Area	Countywide
	Goals Supported	DH 1.3 HOPWA Support Services
	Needs Addressed	DH 1.3 HOPWA Support Services
	Funding	HOPWA: $301,591.34

	Description	Provision of supportive services, including, but not limited to, case management, counseling, referral services, and resource identification for housing, health, and mental health services.
	Target Date	8/31/27
	Estimate the number and type of families that will benefit from the proposed activities	**92** low-to-moderate income families will receive supportive services.
	Location Description	TBD
	Planned Activities	Enable low- and moderate-income persons living with HIV/AIDS, and their families, to establish or better maintain a stable living environment in housing that is decent, safe, and sanitary by providing supportive services, such as case management, counseling, and resources identification for housing, health, and mental health services.
7	**Project Name**	**SL 1.1 Homeless, Emergency Shelter, and Housing**
	Target Area	Citywide
	Goals Supported	SL 1.1 Homeless, Emergency Shelter, and Housing
	Needs Addressed	SL 1.1 Homeless, Emergency Shelter, and Housing
	Funding	ESG: $225,000
		CDBG: $500,000
	Description	These projects will increase availability and accessibility to a suitable living environment through homeless, emergency shelter, and housing activities.
	Target Date	8/31/2027
	Estimate the number and type of families that will benefit from the proposed activities.	CDBG & ESG: 1235
	Location Description	TBD

	Planned Activities	Agencies will assist individuals and families who are experiencing homelessness by providing emergency shelter services. Emergency shelter services from these agencies include safe shelter, job readiness training, GED instruction, case management, financial assistance and housing navigation. The ultimate goal of these activities is to help clients achieve stable, permanent housing and/or become economically independent.
8	**Project Name**	**DH 1.4 HOPWA Permanent Housing Placement**
	Target Area	Countywide
	Goals Supported	DH 1.4 HOPWA Permanent Housing Placement
	Needs Addressed	DH 1.4 HOPWA Permanent Housing Placement
	Funding	HOPWA: $8,365
	Description	Provision of supportive services, including, but not limited to, case management, counseling, referral services, and resource identification for housing, health, and mental health services.
	Target Date	8/31/27
	Estimate the number and type of families that will benefit from the proposed activities	78 low-to-moderate income families will receive supportive services.
	Location Description	TBD
	Planned Activities	Enable low- and moderate-income persons living with HIV/AIDS, and their families, to establish or better maintain a stable living environment in housing that is decent, safe, and sanitary by providing supportive services, such as case management, counseling, and resources identification for housing, health, and mental health services.
9	**Project Name**	**SL 1.2 Street Outreach**
	Target Area	Citywide
	Goals Supported	SL 1.2 Street Outreach
	Needs Addressed	SL 1.2 Street Outreach
	Funding	ESG: $100,000
	Description	This project will address housing and homelessness, and mental health by providing street outreach services to individuals experiencing homelessness.
	Target Date	8/31/27
	Estimate the number and type of families that will benefit from the proposed activities.	A total of 96 individuals will be assisted through this program.

	Location Description	TBD
	Planned Activities	Street Outreach is intended to link individuals on the streets to services that will help them become self-sufficient and find permanent housing.
10	**Project Name**	**SL 1.3 Mental and Medical Health Services**
	Target Area	Citywide
	Goals Supported	SL 1.3 Mental and Medical Health Services
	Needs Addressed	SL 1.3 Mental and Medical Health Services
	Funding	CDBG: $246,987
	Description	This program will provide improved access to a suitable living environment by providing a continuum of care that includes a comprehensive range of services and safety net services for seniors and persons with disabilities.
	Target Date	8/31/27
	Estimate the number and type of families that will benefit from the proposed activities.	This project will address resident empowerment, food security, housing and homelessness, and mental health by assisting 400 persons with medical and/or mental health services.
	Location Description	TBD
	Planned Activities	Public Services activities funded under the Mental and Medical Health Services Category to provide improved access to a suitable living environment by the provision of a comprehensive range of mental and medical health services.
11	**Project Name**	**SL 1.5 Children and Youth Services**
	Target Area	Citywide
	Goals Supported	SL 1.5 Children and Youth Services
	Needs Addressed	SL 1.5 Children and Youth Services
	Funding	CDBG: $200,000.00
	Description	These programs will provide improved access to suitable living environments with a comprehensive range of services for children and youth through educational and personal development opportunities.
	Target Date	8/31/27
	Estimate the number and type of families that will	A total of 360 low-to-moderate income children and their families will be assisted with this funding.

	benefit from the proposed activities.	
	Location Description	TBD
	Planned Activities	Agencies will provide a comprehensive range of services to children, youth, and their families.
	Project Name	**SL 2.1 Public Facilities – Homeless Shelter**
	Target Area	Citywide
	Goals Supported	SL 2.1 Public Facilities – Homeless Shelter
	Needs Addressed	SL 2.1 Public Facilities – Homeless Shelter
	Funding	CDBG: $3,073,000
	Description	These projects will provide availability and accessibility for a suitable living environment by renovating facilities that mitigate homelessness.
12	**Target Date**	8/31/27
	Estimate the number and type of families that will benefit from the proposed activities.	A total of 350 residents will gain access to shelter.
	Location Description	TBD
	Planned Activities	These projects will renovate facilities that mitigate homelessness to provide shelter and supportive services to low- and very-low-income persons.
	Project Name	**SL 2.5 Public Facilities – Mental Health**
	Target Area	Citywide
	Goals Supported	SL 2.5 Public Facilities – Mental Health
	Needs Addressed	SL 2.5 Public Facilities – Mental Health
	Funding	CDBG: $830,613.00
	Description	This project will provide availability and accessibility for a suitable living environment by improving a facility that provides mental health services.
13	**Target Date**	8/31/27
	Estimate the number and type of families that will benefit from the proposed activities.	A total of 400 low-income persons will receive mental health services.
	Location Description	TBD

	Planned Activities	This project will provide availability and accessibility for a suitable living environment by improving a facility that provides mental health services.
14	**Project Name**	**CDBG Program Administration**
	Target Area	Citywide
	Goals Supported	CDBG Program Administration
	Needs Addressed	CDBG Program Administration
	Funding	$1,262,649
	Description	This project will provide program management and coordination of CDBG funding.
	Target Date	8/31/26
	Estimate the number and type of families that will benefit from the proposed activities.	Not applicable
	Location Description	801 Texas Ave., 3rd floor, El Paso, TX, 79901
	Planned Activities	This project will provide program management and coordination of CDBG funding.
15	**Project Name**	**ESG Program Administration**
	Target Area	Citywide
	Goals Supported	ESG Program Administration
	Needs Addressed	ESG Program Administration
	Funding	$41,112
	Description	This project will provide program management and coordination of ESG funding.
	Target Date	8/31/26
	Estimate the number and type of families that will benefit from the proposed activities.	Not applicable
	Location Description	801 Texas Ave., 3rd floor, El Paso, TX, 79901
	Planned Activities	This project will provide program management and coordination of ESG funding.
16	**Project Name**	**HOPWA Program Administration**
	Target Area	Citywide

	Goals Supported	HOPWA Program Administration
	Needs Addressed	HOPWA Program Administration
	Funding	HOPWA: $19,129
	Description	This project will provide program management and coordination of HOPWA funding.
	Target Date	8/31/26
	Estimate the number and type of families that will benefit from the proposed activities.	Not applicable
	Location Description	801 Texas Ave., 3rd floor, El Paso, TX, 79901
	Planned Activities	This project will provide program management and coordination of HOPWA funding.
	Project Name	**HOPWA Sponsor Administration**
	Target Area	Citywide
	Goals Supported	HOPWA Sponsor Administration
	Needs Addressed	HOPWA Sponsor Administration
	Funding	HOPWA: $19,129
	Description	This project will fund management and coordination HOPWA Program for the sponsor.
17	**Target Date**	8/31/26
	Estimate the number and type of families that will benefit from the proposed activities.	Not applicable
	Location Description	TBD
	Planned Activities	This project will fund management and coordination of the City of El Paso Department of Public Health's HOPWA-funded activities.
	Project Name	**Housing Program Administration**
	Target Area	Citywide
	Goals Supported	Housing Program Administration
18	**Needs Addressed**	Housing Program Administration
	Funding	HOME EN: $270,430.26
		HOME PI: $150,000

	Description	This project will provide program management and coordination activities for housing activities funded through HOME EN and HOME PI.
	Target Date	8/31/27
	Estimate the number and type of families that will benefit from the proposed activities.	Not Applicable
	Location Description	Community and Human Development, 801 Texas Avenue (City 3), El Paso, TX 79901
	Planned Activities	This project will provide program management and coordination activities for housing activities funded through HOME EN and HOME PI.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Assistance funded through the City of El Paso's HUD entitlement grants, including CDBG, ESG, HOME, HOPWA, and HOME-ARP, will continue to be provided throughout the City during Program Year 2026. CDBG and ESG programs, including public services and facilities, homelessness assistance, and shelter support, are available citywide and target low- and moderate-income residents. HOME-funded activities, such as tenant-based rental assistance, homeowner rehabilitation, and affordable housing development, also serve eligible households within City limits.

HOPWA-funded services extend beyond city boundaries to eligible individuals and families living with HIV or AIDS throughout the El Paso Eligible Metropolitan Statistical Area (EMSA). Clients must reside within the designated service area and meet applicable eligibility requirements.

In addition, several public service and facilities programs provide assistance citywide and determine eligibility at the household level based on HUD income limits and other program requirements. Agencies receiving CDBG funds for minor home repairs under the Volunteer Housing Rehabilitation Program will continue to determine eligibility based on HUD income limits and property location.

Consistent with the goals of the 2025-2029 Consolidated Plan, assistance will continue to be directed toward areas with concentrations of low- and moderate-income residents and populations experiencing housing instability, while ensuring that eligible households throughout the City have access to available programs and services.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100%

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

For Program Year 2026, most HUD-funded programs administered by the City of El Paso will be offered citywide to ensure equitable access for low- and moderate-income residents regardless of location. This approach allows the City to respond to community needs identified through the Community Needs

Assessment, stakeholder consultation, and public input, which highlighted housing instability, homelessness, affordability challenges, mental health needs, and access to supportive services throughout the city.

By maintaining a citywide service approach while prioritizing investments in eligible areas, the City is able to address both individual and neighborhood-level needs without unnecessarily limiting access to assistance.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

For Program Year 2026, all HUD entitlement programs administered by the City of El Paso, including CDBG, ESG, HOME, and HOPWA, will continue to be implemented on a citywide basis to ensure broad and equitable access. The 2025 Community Needs Assessment confirmed that housing affordability, homelessness, mental health needs, and service gaps affect residents throughout the city. Offering programs citywide enables the City to serve extremely low- to moderate-income households wherever they reside and to direct resources based on need rather than geography.

HOPWA services will continue to extend beyond city limits to eligible clients residing within the El Paso Eligible Metropolitan Statistical Area (EMSA). This citywide approach aligns with the goals of the 2025-2029 Consolidated Plan and supports the City's efforts to reduce barriers, expand access to services, and address ongoing housing and community development needs throughout the community.

Household projections were developed using anticipated performance outcomes from CDBG, ESG, HOPWA, and HOME-funded programs. The estimate of 1,033 homeless households includes households receiving homeless assistance services, emergency shelter, housing, and rapid rehousing activities. The estimate of 80 non-homeless households reflects 14 households expected to receive homelessness prevention assistance through ESG-funded programs, 50 households expected to receive housing rehabilitation through CDBG-funded programs, and the development of 16 new affordable housing units through HOME-funded programs. The estimate of 78 special needs households represents persons living with HIV/AIDS who are anticipated to receive housing assistance and supportive services through HOPWA-funded activities. Collectively, these programs are expected to serve 1,191 households during the program year.

One Year Goals for the Number of Households to be Supported	
Homeless	1033
Non-Homeless	80
Special-Needs	78
Total	1191

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	14
The Production of New Units	16
Rehab of Existing Units	50
Acquisition of Existing Units	0
Total	80

Table 7 - One Year Goals for Affordable Housing by Support Type

AP-60 Public Housing – 91.220(h)

Introduction

Housing Opportunity Management Enterprises (HOME) is the local public housing authority and the second-largest in the state of Texas. Its mission is to provide and increase the supply of safe, decent, sanitary, and affordable housing for families at or below 80% of the area median income. It achieves this by maintaining the housing authority's housing stock and ensuring that private rentals under the Section 8 Housing Choice Voucher (HCV) program meet HUD housing quality standards.

HOME administers conventional public housing units (including scattered-site dwellings), Section 8 new construction (project-based) dwellings, non-subsidized dwellings, USDA-subsidized units for migrant workers, and units for the elderly. Additionally, it manages HOME units for the elderly, Low-Income Housing Tax Credit (LIHTC) units (including Project-Based Rental Assistance), Housing Choice Vouchers (HCV) / Section 8 assistance, and project-based

vouchers.

Actions planned during the next year to address the needs to public housing

The City will continue to support, as appropriate, HOME efforts to obtain funds for housing-related renovations or new construction. The city will continue to review and approve, as appropriate, Consolidated Plan certifications of consistency for HOME projects and proposals and annual plan/five-year plan submissions.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The City encourages qualifying graduates of the HOME Public Housing, Project-Based Rental Assistance, and Housing Choice Voucher Homeownership Assistance program to participate in homeownership by assisting them with Housing Counseling and Homebuyer Assistance through numerous local programs.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Housing Opportunity Management Enterprises does not fall under a troubled PHA designation.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Describe the jurisdiction's one-year goals and actions for reducing and ending homelessness, including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

In **PY 2026**, the City of El Paso will continue to support its coordinated street outreach system through the El Paso Helps initiative. A key component is the 24/7 street outreach phone line and outreach network, which are designed to identify and engage unsheltered individuals and families and connect them to emergency shelter, healthcare, and housing resources. Outreach teams work closely with the Coordinated Entry System to conduct needs assessments and ensure individuals are prioritized for housing and services based on vulnerability and barriers to housing.

Addressing the emergency shelter and transitional housing needs of homeless persons

For **PY 2026**, the City will continue investing ESG, CDBG, HHSP, and other available resources in the operation of emergency shelters and transitional housing programs. This includes low-barrier shelter options and specialized facilities such as the Women's Resource Center, Safe Haven, and the Missouri Street Residence. The Welcome Center will continue to operate as a 24/7 intake and triage hub, allowing individuals in crisis immediate access to safety, shelter, and stabilization services. The City's goal is to maintain or increase shelter capacity while improving access for vulnerable subpopulations.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

In **PY 2026**, the City will continue to emphasize rapid rehousing, homelessness prevention, and permanent housing solutions as key strategies for reducing homelessness. A portion of ESG funds will support rental assistance, housing search and placement, housing stabilization, and case management activities. These programs are designed to reduce the length of time individuals and families experience homelessness and improve housing retention. Target populations include chronically homeless individuals, families with children, veterans and their families, and unaccompanied youth. The City will also continue to coordinate with affordable housing providers, housing developers, and community partners to increase access to housing opportunities throughout the community.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Preventing homelessness remains a core priority in **PY 2026**, especially for extremely low-income households and those at risk due to institutional discharge. ESG funds will continue to support homelessness prevention activities, including rental and utility assistance for eligible households in crisis. Through coordination with the Continuum of Care, El Paso Helps, healthcare providers, behavioral health organizations, correctional institutions, and other

community partners, the City works to identify individuals at risk of homelessness and connect them to housing and supportive services before a housing crisis occurs. The County's Re-entry Program and other community-based initiatives continue to play an important role in reducing the risk of homelessness among justice-involved individuals and other vulnerable populations.

These **PY 2026** goals continue to be informed by the 2025 Community Needs Assessment, stakeholder consultation, Continuum of Care planning efforts, and ongoing community engagement activities, which identified housing affordability, homelessness, supportive services, and housing stability as ongoing community priorities.

Discussion

The City of El Paso will continue to coordinate housing and homelessness resources through partnerships with the Continuum of Care, El Paso Helps, nonprofit service providers, healthcare organizations, and public agencies. Through these collaborative efforts, the City seeks to improve access to housing, reduce barriers to services, and support long-term housing stability for residents experiencing or at risk of homelessness.

AP-70 HOPWA Goals– 91.220 (l)(3)

AP-70 HOPWA Goals - 91.220 (l)(3)

One year goals for the number of households to be provided housing through the use of HOPWA for:	
Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family	0
Tenant-based rental assistance	78
Units provided in permanent housing facilities developed, leased, or operated with HOPWA funds	0
Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds	0
Total	**78**

AP-75 Barriers to affordable housing – 91.220(j)

Introduction

Historically, El Paso's stock of lower-cost housing has been an asset for the region. The lower cost of housing allowed households with modest incomes to afford quality housing and helped attract businesses to the region. In recent years, housing affordability has become an increasing challenge as residents face rising housing costs and limited access to affordable rental and homeownership opportunities. At the same time, development patterns and disinvestment in some established neighborhoods continue to affect housing availability and neighborhood stability. Affordable housing remains a significant need for many low- and moderate-income households throughout the community.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

To address barriers and expand affordable housing opportunities, the City continues to support the following strategies:

- Housing Funds: Continue exploring and supporting funding sources for affordable housing projects.
- Public Land Sale Policy: Utilize public land and infill development opportunities to encourage affordable housing production and other community benefits.
- Low Income Housing Tax Credit (LIHTC) Support: Support affordable housing developments seeking 9% and 4% LIHTC funding and encourage the development of mixed-income housing with affordable units.
- Affordable Housing Development: Continue working with housing developers, the Housing Authority of El Paso, and community partners to increase the supply of affordable housing throughout the community.

DCHD continues to set aside funding each year for the Volunteer Housing Rehabilitation Program, where up to $4,999 in CDBG funds are used in combination with homeowner contributions, donations, and volunteer labor to provide housing rehabilitation assistance for elderly and disabled homeowners. This program helps preserve the existing housing stock and allows residents to remain safely in their homes.

Discussion

The City recognizes that housing affordability remains a significant challenge due to rising housing costs, limited housing supply, and increasing development costs. Through housing rehabilitation, affordable housing development, strategic partnerships, and implementation of local housing strategies, the City will continue working to reduce barriers and expand housing opportunities for low- and moderate-income households.

AP-85 Other Actions – 91.220(k)

Introduction

Actions planned to address obstacles to meeting underserved needs

In Program Year 2026, the City of El Paso will address underserved needs by supporting affordable housing, maintaining low-barrier shelter access, and improving outreach to individuals and families experiencing housing instability. The City will continue strengthening partnerships with local agencies, supporting affordable housing opportunities, and coordinating services through the El Paso Helps initiative and Coordinated Entry. Efforts will also focus on increasing awareness of available services, reducing barriers to access, and improving coordination among service providers.

Actions planned to foster and maintain affordable housing

The City of El Paso plans to foster and maintain affordable housing by providing a variety of affordable housing programs that support the preservation, rehabilitation, development, and accessibility of housing, as discussed elsewhere in this Plan (AP-55 Affordable Housing). In addition, the City will continue to support opportunities for the development and rehabilitation of multifamily and mixed-income housing projects that include affordable housing units.

Actions planned to reduce lead-based paint hazards

Although there are no indications of a significant lead poisoning problem in El Paso, lead exposure remains a concern in older housing. The City, public health agencies, and private healthcare providers continue to support education, prevention, screening, surveillance, risk management, and primary prevention activities.

The City will continue to utilize federal funding to address lead-based paint hazards in housing constructed before 1978. Lead-based paint hazard inspections and mitigation remain a

standard practice for federally assisted housing rehabilitation activities. Contractors and subcontractors are required to comply with HUD regulations at 24 CFR Part 35. The City will continue to maintain and update procedures to ensure compliance with applicable lead-based paint requirements.

Actions planned to reduce the number of poverty-level families

The City will continue to focus on housing stability as a strategy to reduce poverty by investing in affordable housing, homelessness prevention, rental assistance, and public services that address basic needs. Programs target low- and moderate-income households and seek to reduce housing cost burdens, improve housing stability, and increase access to supportive services.

Actions planned to develop institutional structure

The City will continue to strengthen coordination among departments, housing providers, nonprofit organizations, healthcare providers, and other community partners. DCHD will continue to support data-informed planning, public engagement efforts, and technical assistance activities that improve program delivery and strengthen community partnerships.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will maintain active coordination with the Continuum of Care, HOME, housing developers, healthcare organizations, nonprofit agencies, and other community partners through regular meetings, consultation efforts, and the El Paso Helps initiative. Collaborative efforts focus on improving housing access, aligning resources, and strengthening service delivery systems that support low-income households and vulnerable populations.

Discussion

The City will continue working with public agencies, nonprofit organizations, housing providers, healthcare systems, and community stakeholders to address housing and community development needs. These collaborative efforts help maximize available resources and improve access to housing and supportive services throughout the community.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	65,000
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**65,000**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100%

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(l)(2)

1. **A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:**

The City seeks to leverage significant public and private funding for the development of affordable rental units by making available HOME funds to support a portion of the per-unit funding, requiring developers to find other funding sources for the remainder of the per-unit costs. Developers are encouraged to explore all possible outside funding sources, including LIHTCs, Housing Trust Fund grants, project-based vouchers, project-based rental assistance, operating cost reserves, state or local sources, or a combination of these and other resources before submitting an application to the City for gap financing.

2. **A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:**

Subrecipients shall comply with all guidelines for the resale and recapture of HOME funds as indicated in CFR 92.254. The recaptured funds will be treated by the City as program income, which is income that is required to be utilized to assist other HOME eligible activities.

3. **A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:**

Subrecipients shall comply with all guidelines for the resale and recapture of HOME funds as indicated in CFR 92.254. The recaptured funds will be treated by the City as program income, which is income that is required to be utilized to assist other HOME eligible

activities.

4. **Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:**
When using HOME funds for housing rehabilitation, refinancing is allowed only if the existing debt excludes Texas home equity liens (Section 50, Article XVI, Texas Constitution) and the rehabilitation costs exceed the total amount being refinanced. Additionally, the refinancing must actively lower the borrower's overall housing costs to improve affordability, and the City must secure a first lien position on the property afterward. Finally, the refinanced amount must be structured as a loan matching the owner-occupant's qualifying interest rate for the rehabilitation loan.

5. **If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).**
Not applicable.

6. **If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).**
Not applicable.

7. **If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).**
Not applicable.

Emergency Solutions Grant (ESG)

Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

2. If the Continuum of Care has established a centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

The Continuum of Care (CoC) has established a Coordinated Entry System (CES) that fully aligns with HUD requirements to ensure that individuals and families experiencing homelessness have fair access to housing and services. The CES operates with the following key features:

Standardized Access and Assessment: All access points use the same assessment tools and protocols to evaluate the needs and vulnerability of participants. This ensures consistent data collection and evaluation of service needs across populations (e.g., single adults, families, youth).

Participant-Centered Approach: The system emphasizes low-barrier, voluntary participation and client choice, enabling participants to engage without preconditions and to select from available housing options that best suit their preferences and needs.

Housing-Focused Assessment: The CES is designed to prioritize those with the greatest needs for housing interventions, not merely service connections. Assessments focus on housing barriers, vulnerabilities, and history of homelessness to support effective prioritization.

Prioritization and Referral: Using objective criteria and a community-approved prioritization policy, the CES matches participants to appropriate housing and services based on need and availability. The process is transparent, consistent, and continuously refined through data analysis and community feedback.

Prevention and Diversion Integration: Front-door screening includes steps to identify opportunities for homelessness prevention or diversion, allowing households to remain stably housed, when possible, without entering the homeless system.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

For the allocation of Emergency Solutions Grant (ESG) funds to private nonprofit organizations, the City of El Paso employs a thorough process. Through a Notice of Funding Availability (NOFA), private nonprofit entities are invited to submit proposals. The applications undergo review by the Department of Community and Human Development (DCHD) staff and a Technical Advisory Review Panel (TARP), comprising community members with relevant expertise. Final funding decisions are made based on program eligibility, alignment with community needs and funding priorities, application quality, organizational capacity, and past performance, when applicable. Recommendations are then reviewed by the Community Needs Advisory Committee (CNAC) and ultimately presented to the City Council for approval.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with

homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

To ensure that policies and decisions regarding homelessness are informed by the firsthand experiences and perspectives of those affected, the City of El Paso mandates that subrecipients include homeless or formerly homeless individuals in their policy-making processes. This requirement underscores the City's commitment to quality of life, acknowledging the valuable insights that individuals with lived experience can offer in shaping effective strategies. The City also receives input from individuals with lived experience through community engagement activities, Continuum of Care participation, and partner consultations related to homelessness services and system planning.

5. Describe performance standards for evaluating ESG.

The City of El Paso evaluates Emergency Solutions Grant (ESG) activities using performance measures established by HUD and the El Paso Continuum of Care (CoC) Community Performance Plan (CPP). Performance is measured through data entered into the Homeless Management Information System (HMIS) and focuses on outcomes that demonstrate housing stability, service engagement, and effective program administration.

Performance standards include length of participation, positive housing outcomes, exits to permanent housing, returns to homelessness, rate of engagement, income growth, and data quality and timeliness. Street Outreach, Emergency Shelter, Rapid Re-Housing, and Homelessness Prevention programs are evaluated against applicable benchmarks established by the CoC Performance Committee and approved by the CoC Board.

Street Outreach performance is measured by the number of individuals successfully engaged and connected to shelter, housing, or supportive services. Positive housing outcomes include placement into emergency shelter, transitional housing, rapid re-housing, or permanent housing. The rate of engagement measures the percentage of individuals who move from initial contact to active participation in services.

Rapid Re-Housing and Homelessness Prevention programs are evaluated based on successful exits to permanent housing, housing retention, and reductions in returns to homelessness. Income-related outcomes include increases in earned income, non-employment income, and overall household income. These measures help assess participants' progress toward long-term housing stability and self-sufficiency.

Data quality is monitored through HMIS reporting standards, including completeness, accuracy, and timeliness of data entry. The CoC benchmark is to enter program enrollments and exits within four days. The City works closely with the CoC Performance Committee and ESG-funded subrecipients to monitor performance, review outcomes, address data quality issues, and implement corrective actions when necessary.

Performance results are reviewed throughout the year and are used to assess program effectiveness, identify areas for improvement, and ensure ESG-funded activities contribute to the goals of reducing homelessness and increasing housing stability within the community.

File #: 26-0756, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Community and Human Development, Nickole Rodriguez, (915) 212-1673
Community and Human Development, Abraham Gutierrez, (915) 212-1658

AGENDA LANGUAGE:

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

Discussion and action to approve updated policy and procedures for planning and implementation for the following State funds from Texas Department of Housing & Community Affairs (TDHCA) Homeless Housing and Services Program (HHSP) and Federal Department of Housing and Urban Development (HUD) Entitlement Grants: Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), Housing Opportunity for Persons with Aids (HOPWA), and Emergency Solutions Grant (ESG) programs.

City of El Paso Agenda Summary Form

City Clerk

Submitted On: Jun 5, 2026, 01:05PM EDT

Department / Council Office	Community and Human Development
Agenda Date	June 23, 2026
Public Hearing Date	June 23, 2026
Email of User Submitting Form	VargasJ1@elpasotexas.gov
Contact Person	Nickole Rodriguez 915-212-1673
2nd Contact Person	Abraham Gutierrez 915-212-1658
District(s) Affected	All Districts
Agenda Item	Discussion and action to approve updated policy and procedures for planning and implementation for the following State funds from Texas Department of Housing & Community Affairs (TDHCA) Homeless Housing and Services Program (HHSP) and Federal Department of Housing and Urban Development (HUD) Entitlement Grants: Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), Housing Opportunity for Persons with Aids (HOPWA), and Emergency Solutions Grant (ESG) programs.
Issue Statement	The Department of Community and Human Development (DCHD) updates Policies and Procedures frequently for all funding sources received through Texas Department of Housing & Community Affairs (TDHCA) and Department of Housing and Urban Development. These policies and procedures govern the administration of federal and state funding streams received by the City of El Paso to support community development, housing, and homelessness initiatives. Council approval will implement updates for the funding allocation selection and distribution of federal entitlement funding.
Background	Previous Policies and Procedures that were effective September 1, 2025, were approved on June 10, 2025.
Council Options	A. Approve Policies and Procedures B. Decline and provide recommendation.
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	All funded activities must align with priority needs and gaps identified through the City's Community Needs Assessments (CNA).
Related City Policies	N/A
Prior Council Action	City Council approved the existing Federal Entitlement Policies and Procedures on June 10, 2025.
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	N/A
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Jessica Vargas 915-212-1682 VargasJ1@elpasotexas.gov

RESOLUTION

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

That the Policies and Procedures for implementing the Community Development Block Grant (CDBG) Program, Emergency Solutions Grant (ESG) Program, Housing Opportunities for Persons with AIDS (HOPWA) Program, HOME Investment Partnerships Program (HOME), and Homeless Housing and Services Program (HHSP) are approved and adopted, and that the Director of Community and Human Development be authorized to make amendments to the policies and grant exceptions to the policies and procedures provided such exceptions do not violate any federal regulations.

APPROVED this ____day of _____2026.

CITY OF EL PASO:

Renard U. Johnson
Mayor, City of El Paso

ATTEST:

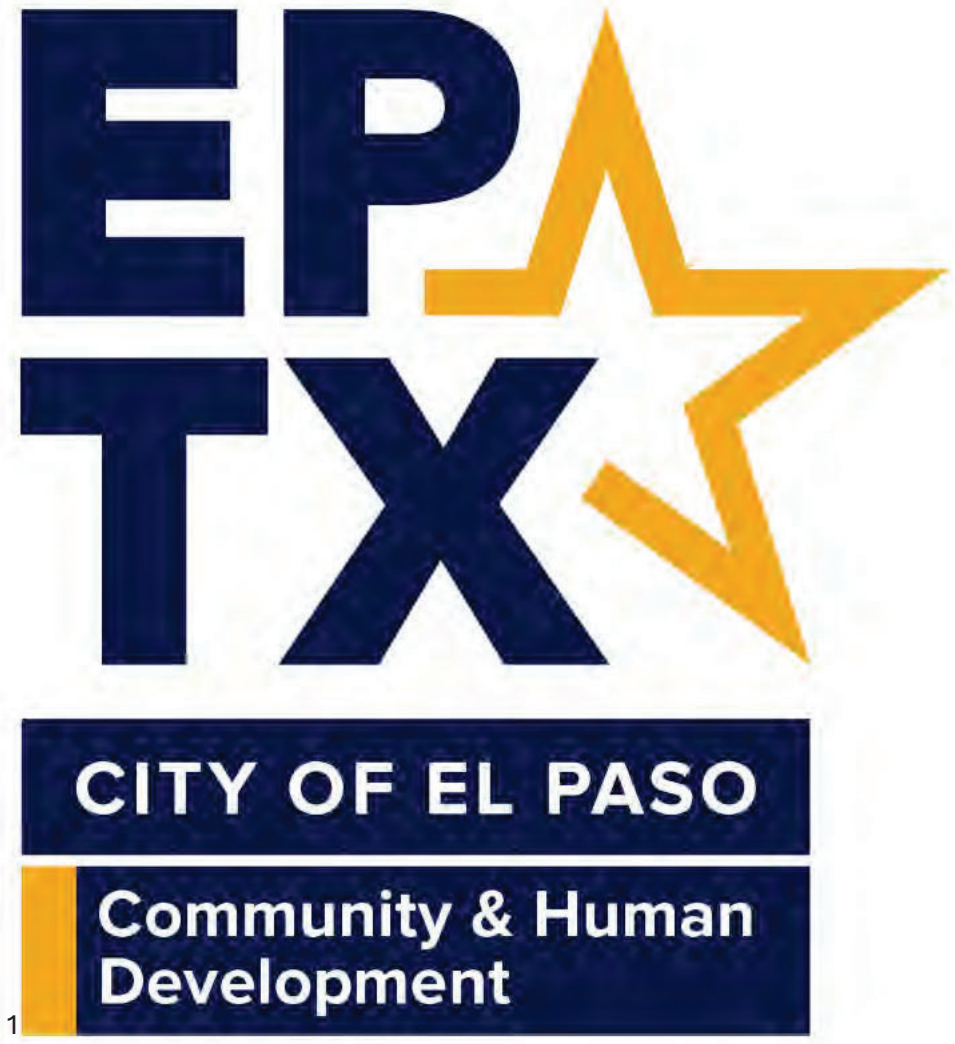
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

Nickole H. Rodriguez, Director
Community and Human Development



Policies + Procedures

For U.S. Department of Housing and Urban Development & Texas Department of Housing and Community Affairs Grants

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Executive Summary

These Policies and Procedures establish the framework for the administration, oversight, and implementation of federal and state funding administered by the City of El Paso Department of Community and Human Development (DCHD). These funds support community development, housing, homelessness response, public services, and other eligible activities intended to benefit low- and moderate-income residents and vulnerable populations within the City of El Paso.

DCHD administers federal entitlement funding received from the U.S. Department of Housing and Urban Development (HUD), including the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), Housing Opportunities for Persons with AIDS (HOPWA), and HOME Investment Partnerships Program (HOME). The City also administers state funding through the Texas Department of Housing and Community Affairs (TDHCA), including the Homeless Housing and Services Program (HHSP).

As required by HUD, the City maintains a Citizen Participation Plan (CPP) that establishes how residents, stakeholders, and community organizations participate in the planning and evaluation of federally funded programs through public hearings, public comment periods, and community engagement activities.

Through the CPP process, DCHD conducts Community Needs Assessments (CNA) to identify community priorities and guide development of the Consolidated Plan, the City's five-year strategic planning document for HUD entitlement programs, and the application for TDHCA.

The Consolidated Plan is the City's five-year HUD strategic plan establishing housing and community development priorities and funding strategies. To support the priorities identified in the Consolidated Plan, DCHD may issue Notices of Funding Availability (NOFA), Letters of Interest (LOI), Requests for Applications, or other competitive funding opportunities aligned with identified community priorities, federal objectives, and funding availability. Applications are reviewed for eligibility, compliance, financial capacity, and alignment with applicable regulations and Consolidated Plan priorities.

Funding recommendations are then incorporated into the draft Annual Action Plan (AAP), which identifies the projects, programs, and activities proposed for funding during each program year to help implement the goals and priorities established within the Consolidated Plan. The Consolidated Plan and Annual Action Plan are both subject to public comment, public hearings, City Council approval, and final HUD review and approval. The Annual Action Plan does not become final until approved by HUD.

Following HUD approval, DCHD is responsible for program administration, contract management, compliance monitoring, technical assistance, reimbursement review, performance oversight, required federal and state reporting, and City Council recommendations. At the conclusion of each program year, DCHD prepares the Consolidated Annual Performance and Evaluation Report (CAPER), which evaluates

program performance and is made available for public comment prior to submission to HUD.

These Policies and Procedures are intended to promote transparency, consistency, accountability, regulatory compliance, and responsible stewardship of public funds while supporting the evolving needs of the El Paso community.

Applicable forms, notices, and related documents may be made available on the DCHD webpage under Forms and Notices.

Alignment with City Strategic Goals

Programs, services, and activities funded through CDBG, ESG, HOPWA, HOME, and HHSP are intended to support the City of El Paso's broader strategic goals and priorities as adopted by City Council and updated periodically. Federally and state funded activities administered by DCHD are expected to support initiatives that strengthen the community, improve quality of life, promote housing and community stability, support vulnerable populations, encourage public engagement, and advance responsible stewardship of public resources.

Funding priorities established through the Community Needs Assessment, Consolidated Plan, Annual Action Plan, and competitive process are intended to align, when applicable, with the City's adopted strategic direction and community priorities in effect during the applicable program year.

Alignment with HUD Objectives and Federal Requirements

Programs and activities funded through CDBG, ESG, HOPWA, and HOME must comply with applicable HUD requirements, including eligible activity requirements, HUD National Objectives, fair housing and nondiscrimination requirements, environmental review requirements, procurement and financial management standards, conflict of interest requirements, recordkeeping requirements, and federal reporting and monitoring requirements in accordance with applicable federal regulations, including 24 CFR Parts 91, 92, 570, 574, 576, 578, and 2 CFR Part 200.

Funded agencies, subrecipients, and contractors are responsible for complying with all applicable federal requirements and the terms and conditions of executed funding agreements.

***Definitions of key terms and acronyms referenced throughout this document are included in the Glossary section at the end of this manual.**

Strategic Program Overview

The City's housing and community development efforts are guided by a strategic approach that prioritizes the effective use of federal and state resources to address local housing needs, improve community facilities, and expand access to essential services for low- and moderate-income individuals and households. Through programs such as HOME, CDBG, ESG, HOPWA, and HHSP, the City supports a comprehensive continuum of housing assistance, homelessness prevention, supportive services, and community development initiatives.

Eligible activities across all DCHD administered programs, including HOME, CDBG, ESG, HOPWA, and HHSP, are limited to those identified in the applicable fiscal year Notice of Funding Availability (NOFA) and/or other formal funding solicitations issued by the Department. Subject to the availability of funds, DCHD may issue NOFAs, LOI, Requests for Applications (RFAs), or other competitive funding opportunities to support a range of eligible activities.

Each NOFA or funding solicitation establishes the applicable federal, state, and local regulatory requirements, programmatic guidelines, underwriting standards, and compliance obligations, while also identifying anticipated funding priorities and tentative allocation thresholds. In the event that a high volume of competitive and eligible applications is received, the Director may, at their discretion, recommend adjustments to the available funding allocation to better meet program demand and strategic priorities. Final project selection and award of funds are subject to approval by City Council.

Program-specific requirements are identified in the applicable funding source section below, as well as the respective federal or state regulations governing each program.

HOME Investment Partnerships Program (HOME) & Community Development Block Grant Revolving Loan Funds (CDBG-RLF)

The HOME Program provides formula grants to states and local governments to fund affordable housing activities, including acquiring, constructing, and/or rehabilitating affordable housing for rent or homeownership. HOME funds are typically dispersed in the form of grants, amortized loans, and deferred forgivable loans.

CDBG-RLF Funds are a combination of proceeds from principal and interest generated from prior years' first-time home buyers, single family renovation, and multi-family affordable rental development borrowers. These funds cannot be used for new construction of affordable housing under HUD regulations but may be used to support housing rehabilitation programs or development of multi-family affordable rental units.

The CNA and City of El Paso Housing Policies guide HOME and CDBG-RLF investment in affordable housing production, rehabilitation, and homebuyer assistance.

Funding Allocation

The funding allocation for each of the housing programs described above will be determined based on community need and the ability for programs to feasibly serve El Pasoans given HUD requirements and housing market conditions. Actual allocations are to be established through approval of the upcoming year's Annual Action Plan which is approved by City Council.

Development of Affordable Housing

When sufficient fund balances are available, DCHD may issue Notices of Funding Availability (NOFA), Letters of Interest (LOI), Requests for Applications, or other competitive funding opportunities for new construction or rehabilitation of affordable rental units. The NOFA defines all regulatory, programmatic, and compliance requirements, while establishing a tentative funding threshold. If DCHD receives a high volume of competitive proposals, the Director retains the discretion to increase the available funding allocation. Final project selections and award of funds are approved by City Council.

Single-Family Owner-Occupied Renovation Program

The purpose of the Single-Family Owner-Occupied Renovation Program is to assist low to moderate income homeowners (households at 80% or less of area median income as determined by HUD) to increase safety, sanitation and functionality of their homes.

While it is DCHD's commitment to enhancing housing opportunities, the program is closed. The program policies adopted in FY26 remain in full effect until they are formally superseded.

Community Development Block Grant (CDBG)

The primary objective of the CDBG Program is the development of viable urban communities, including decent housing, suitable living environments, and the expansion of economic opportunities, principally for persons of low and moderate income. The following sections explain the services, programs, and projects that are funded through CDBG.

HUD National Objectives

The authorizing statute of the CDBG program requires that every funded activity, except for program administration and planning activities, meet one of three national objectives. The three national objectives are:

- Benefit to low- and moderate-income (LMI) persons;
- Aid in the prevention or elimination of slums or blight; and
- Meet a need having a particular urgency (referred to as an urgent need).

To comply with CDBG requirements, all activities must meet a national objective. The following exhibit depicts the different categories associated with each of the national objectives.

Low and Moderate Income (LMI) National Objective

The LMI national objective is often referred to as the "primary" national objective because the statute requires that recipients expend 70 percent of their CDBG funds to benefit LMI persons. Below are the four categories that can be used to meet the LMI national objective:

- **Low Moderate Area Benefit (LMA)** - The area benefit category is the most commonly used national objective for activities that benefit a residential neighborhood. An area benefit activity benefits all residents in a particular area where at least 51 percent of the residents are LMI persons.
- **Low Moderate Income Limited Clientele (LMC) -** The Limited Clientele category applies to activities that benefit a specific group of persons rather than all residents of a geographic area. Under this category, at least fifty one percent (51%) of beneficiaries must be low and moderate income persons, unless the activity serves a HUD presumed benefit group or is restricted exclusively to low- and moderate-income persons. To qualify under this category, the activity must meet one of the following conditions:
    - Benefit a clientele presumed by HUD to principally consist of low and moderate income persons, including abused children, battered spouses, elderly persons, adults meeting HUD's definition of severely disabled, persons experiencing homelessness, illiterate adults, persons living with HIV/AIDS, and migrant farm workers; or
    - Require and maintain income documentation demonstrating that at least fifty one percent (51%) of beneficiaries are low and moderate income persons; or
    - Have income eligibility requirements limiting participation exclusively to low and moderate income persons; or
    - In limited circumstances, provide a service of such nature and location that DCHD can reasonably conclude the activity primarily serves low and moderate income persons. Such determinations must be adequately justified and documented in the project file in accordance with HUD guidance, and DCHD approval.

- **Low Moderate Housing Activities (LMH)** - The housing category of LMI benefit national objective qualifies activities that are undertaken for the purpose of providing or improving permanent residential structures which, upon completion, will be occupied by LMI households.
- **Low Moderate Job Creation or Retention Activities (LMJ)** - The job creation and retention LMI benefit national objective addresses activities designed to create or retain permanent jobs, at least 51 percent of which (computed on a full-time equivalent basis) will be made available to or held by LMI persons.

DCHD utilizes HUD's Income Limits that are provided on an annual basis to determine if a person or household is of low to moderate income. Current income limits are available directly through HUD's website and must be applied in accordance with the applicable

program requirements. Current HUD Income Limits may be accessed at: HUD Income Limits Documentation System.

Elimination of Slums or Blight National Objective

The focus of activities under the elimination of Slums and Blight national objective is a change in the physical environment of a deteriorating area. This contrasts with the LMI benefit national objective, where the goal is to ensure that funded activities benefit LMI persons. Three categories are used to qualify activities under this national objective:

- **Slum Blight Area Basis (SBA)** - This category covers activities that aid in the prevention or elimination of slums or blight in a designated area. To qualify under this category, the area in which the activity occurs must be designated as slum or blighted. Documentation must be maintained by the grantee on the boundaries of the area and the conditions that qualified the area at the time of its designation. The designation of an area as slum or blighted must be re-determined every 10 years for continued qualifications.
- **Slum Blight Spot Basis (SBS)** - These activities eliminate specific conditions of blight or physical decay on a spot basis and are not located in a slum or blighted area. Activities under this category are limited to acquisition, clearance, relocation, historic preservation, remediation of environmentally contaminated properties, and building rehabilitation activities. Furthermore, rehabilitation is limited to the extent necessary to eliminate a specific condition detrimental to public health and safety.

Urgent Need National Objective

Use of the Urgent Need national objective category is rare. It is designed only for activities that alleviate emergency conditions. Urgent Need qualified activities must meet the following criteria: the existing conditions must pose a serious and immediate threat to the health or welfare of the community; the existing conditions are of recent origin or recently became urgent (generally, within the past 18 months); the grantee is unable to finance the activity on its own; and other sources of funding are not available.

Refer to HUD's 24 CFR Part 570.208 for further information on the criteria for national objectives.

Public Services

The Public Services category of CDBG is intended to maximize outcomes in our community based on the identified needs of vulnerable populations. Public Service programs aim to respond to emerging community needs and/or expand services for an existing need as well as attempt to align and enhance other CDBG and locally funded activities. Periodically, DCHD will conduct a Community Needs Assessment (CNA), which will determine priority needs and gaps to which Public Service funds will be available for applicants. A comprehensive CNA will be conducted every three years, and a small-scale assessment will be conducted on an annual basis. Should a crisis arise, the DCHD Director may

determine that a comprehensive CNA be conducted. The CNA will be published annually on the DCHD website.

DCHD solicits funding proposals from eligible public agencies and nonprofit organizations for the use of CDBG funds for Public Service activities. For-profit entities are not eligible under this category. Federal regulations stipulate that a maximum of 15% of the annual CDBG funding may be allocated to Public Services.

CDBG Public Services - Innovative Program Incubator

The Innovative Program Incubator category is designed to give funding opportunities for innovative, promising programs. The purpose of this category is to create new initiatives and program structures that can prove to be best practices throughout the public service community. Programs applying for incubator funding will be required to provide projected performance outcomes inclusive of key performance indicators. Metrics should be illustrative of community impact indicated by improvement from baseline conditions. Alignment with priorities identified through the Community Needs Assessment, as well as alignment with the City of El Paso Consolidated Plan, and City Strategic Plan is required.

The Innovative Program Incubator is funded as a $100,000 program set aside for a single program. However, the Department may determine, at its discretion, whether to establish or fund the Innovative Program Incubator category during a given funding cycle based on community needs, funding availability, program priorities, or the quality and responsiveness of applications received. However, DCHD may redistribute partial or whole funding of this set-aside to one or more CDBG Public Services categories if the Department does not receive an application for an incubator program that is responsive to the objective of the set-aside. Incu01bator grant projects do not have to fall within the designated Service Categories, but they must meet DCHD Public Services guidelines. While both new and existing agencies can apply, the program itself must be new and must not have received funding in any previous CDBG funding cycle.

CDBG Project Eligibility & Performance Types of Eligible Service Programs

Projects must provide direct services to clients who qualify under HUD income guidelines and who reside within the limits of the City of El Paso. Funded agencies will be required to verify each client's residence and eligibility. HUD has determined that the following populations meet income guidelines and are presumed eligible, therefore no additional income verification is needed:

- Elderly persons (aged 62 and older)
- Severely disabled adults
- Homeless persons
- Abused children, battered spouses
- Persons living with AIDS
- Migrant farm workers
- Illiterate adults

Other Project Compliance & Implementation Eligibility Requirements

- **Agency Strategic Planning** - Applicant agencies must submit along with their application, the agency's most recently approved mid to long-term strategic plan and/or sustainability plan as well as their current annual plan.
- **Budget Revisions** - Budget revisions may be requested among existing budget line items. All budget revisions occurring within the contract period may not exceed 20% of the total award without the approval of the DCHD Director or their designee. Only budget modifications/revisions that result in a significant change of scope, performance measures, or outcomes require a contract amendment.
- **Emergency Shelter Funding** - Agencies may apply specifically for "Emergency Shelter" component funding from both the Emergency Solutions Grant and the Community Development Block Grant. Funding may be awarded from multiple entitlement grants, such as CDBG or ESG, but they are not exclusive.
- **Financial Capacity** - CDBG funds are distributed on a reimbursement basis. All agencies receiving funds must demonstrate the financial capacity to fully operate the proposed project for a period of at least three months prior to reimbursement. Applicants will be required to provide verification of three months of capital for the sustainability of their public service program.
- **Funding Request** - The Minimum funding request by applicant for any project must be $100,000.
- **El Paso Helps –** CDBG services must align with and compliment El Paso Helps, the City-led initiative to coordinate street outreach and other services for vulnerable populations. This includes collaboration with the El Paso Helps partners during the collaborative meetings.

- **Income Verification** - Subrecipient must verify, through use of a DCHD-issued or approved Income Eligibility Form, the client income to confirm CDBG eligibility for clients receiving services.
- **Multiple sites** - The Applicant must complete an Activity/Partner Supplement if their program provides services in more than one location. The Activity/Partner Supplement must be completed for each site. A budget must be produced for each site if any non-shared resources are being requested, and the budgets for the combined sites or activities must align with the budget for the overall project. If the applicant's program consists wholly of shared resources, then only one budget for the overall project must be completed. An example of a non-shared resource is supplies that will be used at each separate site; an example of a shared resource is an instructor who travels to different sites to offer classes.
- **Partnerships** - Applicants must state in their application if they plan to partner with another agency. The identification of the partnership and plan of action for the partnership must be outlined in the CDBG application when it is submitted to DCHD.
    - If any portion of the project will be carried out by a partner, contractor, consultant, or other third party, the Activity/Partner Supplement of the

application must be completed, reflecting the role of the partner. This supplement will be provided as a module within the application.

- **Program Scope + Eligibility** - Applicants may submit more than one proposal that offers different services within a single service category or in more than one service category. However, the proposal cannot provide the same services as another proposal or provide services to clients during the same period that they are being served by another City-funded project. Each proposed project must be clearly defined and easily differentiated from the others. Proposals cannot be dependent or subsidiary to another proposal.
- **Staff Hours** - The City will only reimburse applicants for staff hours that are spent on direct services funded by CDBG to eligible clients.
- **Subsidiary Projects** - Projects that are dependent or subsidiary to one another should be submitted as a single project.

Performance Goals

Applicants must have the capability to track their project outcome(s), performance measures and units of service over time and report on results if the project/activity is eventually funded. Funded projects will have a contractual obligation to meet projected outcomes, and performance measures. Failure to meet these obligations may result in a temporary or permanent hold on reimbursement and affect their performance evaluation done through the use of an Agency Credit Score, described later on these Policies and Procedures. Further technical assistance on this subject will be provided to funded agencies upon request.

Public Facilities

Public facilities improvements are generally interpreted to include all facilities and improvements that are publicly owned or that are owned by a non-profit and open to the general public. CDBG Public Facilities funding must be used to service or benefit LMI persons, including those populations who are generally presumed to be LMI.

DCHD solicits funding proposals from interested City departments, non-municipal government entities, and non-profit agencies for the use of CDBG funds for public facilities improvements within the city limits of El Paso. The minimum funding amount for a Public Facilities project is $1,000,000, though lower-budget projects may be made eligible at the discretion of the Director of DCHD to maximize community impact and ensure timely expenditure of HUD funds.

3-Year Community Vulnerability Capital Improvement Plan

Periodically, DCHD will conduct a CNA that includes priority needs and gaps to which Public Facilities funds will be available for applicants. Recommendations for Public Facilities projects represent a 3-year allocation plan, including the projects to be wholly or partially funded under the first year's HUD allocation, as well as the projected funding for projects in the second and third years of the Public Facilities funding cycle. This 3-year funding cycle allows for multi-year, phased funding for design and construction activities of approved projects that significantly aid in the City's ability to meet HUD's timely expenditure requirements.

The 3-year allocation plan is contingent upon City Council approval and HUD's approval of the Annual Action Plan. Funding recommendations extending into the second and third years are also contingent upon the City's receipt of those respective annual allocations and no commitment for future years can be guaranteed.

Public Facilities Project Eligibility

Projects must qualify under a HUD National Objective and be within the limits of the City of El Paso. Funded agencies will be required to verify and maintain eligibility documentation.

For a complete list of eligible Public Facilities projects, refer to 24 CFR 570.201(c). For a complete list of ineligible CDBG activities, refer to 24 CFR 570.207.

The following sections explain the requirements that are unique to the applicant groups. Each applicant must adhere to these requirements, as well as all applicable local, state, and federal regulations, including all general project eligibility and compliance standards.

- **City of El Paso Owned Projects**
  - **Availability of Operating Funds for New Construction or Expansion Projects** - City Departments must provide a signed commitment from designated City officials, at minimum the Department Director, guaranteeing operational and maintenance (O&M) funding for at least 5 years after a new or expanded facility is completed.
  - **Project Scope of Work + Cost Estimates** - City Departments are required to submit with their application a cost estimate that has been reviewed and/or prepared by the Capital Improvement Department (CID). The City Department must ensure that the cost estimate correctly reflects the project's scope of work, as DCHD will not recommend additional funds for unforeseen site conditions that reasonably could have been identified.
  - **Required Cash Match** – City Departments are required to provide at the start of the project a minimum of 10% of the total project cost from a non-CDBG funding source, unless a written waiver from the DCHD Director has been secured.
- **Non-Municipal Governmental Entities & Non-Profit Organizations**
  - **Budget + Task Schedule** - Non-Municipal Governmental Entities & Non-Profit Organizations are required to submit a budget that defines the budget line items associated with the soft and hard costs of the project, and a schedule of tasks involved in carrying out the project.
  - **Collateral** - Non-Municipal Governmental Entities & Non-Profit Organizations must be able to secure the CDBG funding by providing project collateral in the form of a Letter of Credit, Promissory Note and Deed of Trust, or an Escrow Account. Collateral must be at minimum equal to the amount of CDBG funding awarded and secured at minimum for the duration of construction.
  - **Leased Property** - Non-Municipal Governmental Entities & Non-Profit Organizations Projects that include leased property will be considered on a case-to-case basis. For consideration, the applicant must provide the following documents: 1) the terms of the lease agreement inclusive of the property being leased for at minimum 5-years after project completion, and 2) approved documentation certifying that the lessor has acknowledged and approves of the CDBG-funded facilities improvements.
  - **Owned Property** - Non-Municipal Governmental Entities & Non-Profit Organizations Projects that include owned property must provide the Deed of Trust.
  - **Project Scope of Work + Cost Estimates** - Non-Municipal Governmental Entities & Non-Profit Organizations projects involving rehabilitation or new

construction are required to be estimated and designed by an architect or engineer licensed in the State of Texas.

- **Property Appraisal** - Non-Municipal Governmental Entities & Non-Profit Organizations must submit a current appraisal value of property in the form of a Market Analysis, Certified Audit Report or a Report from the El Paso Central Appraisal District (EPCAD).
- **Required Cash Match** - Non-Municipal Governmental Entities & Non-Profit Organizations are required to provide at the start of the project a minimum of 10% of the total project cost from a non-CDBG funding source.

Public Facilities Compliance & Implementation Eligibility Requirements

The City of El Paso provides gap financing for Public Facilities projects. Applicants must explore all possible outside funding sources such as other federal, state, local funding or a combination of these and other resources prior to applying to the City of El Paso for gap financing. Based on the application and funds leveraged, the City of El Paso maintains the discretion to approve, modify, or reject the financing terms proposed by the applicant.

CDBG funds are distributed on a reimbursement basis. All agencies receiving funds must demonstrate the financial capacity to fully operate the proposed project for a period of at least three months prior to reimbursement. Applicants will be required to provide verification of three months of capital for the sustainability of their public service program.

Applicants receiving funding are expected to operate and maintain funded facilities for their approved and intended use and ensure they remain open and accessible to the general public throughout the required compliance period, including the Reversionary Period.

Projects must continue to meet the applicable national objective requirements under 24 CFR 570.208, and applicants must maintain documentation demonstrating beneficiary eligibility and services provided under the program.

Applicants are responsible for maintaining complete, accurate, organized, digitized, and accessible program and client records in accordance with applicable federal recordkeeping requirements, including 24 CFR 570.506.

All funded activities must comply with applicable federal, state, and local laws, regulations, ordinances, codes, and program requirements, including nondiscrimination, accessibility, civil rights, labor standards, procurement, and environmental requirements.

Public Facilities Performance Goals

Subrecipients must have the capability to track their project outcome(s) over time and report on results. Subrecipients will have a contractual obligation to meet projected outcomes. Failure to meet performance outcomes, including but not limited to number of

clients served, may result in a hold on reimbursement and/or may negatively impact the applicant and affect their Agency Credit Score and future application submission.

Volunteer Housing Rehabilitation

DCHD has allocated approximately $200,000 in set-aside funding to support a Volunteer Housing Rehabilitation program.

Volunteer Housing Rehabilitation funds may be used to provide basic repairs and accessibility improvements for homes owned by low-income elderly and/or disabled residents throughout the City of El Paso. Eligible costs may include staff time for direct services and licensed labor such as electricians, plumbers, or other skilled trades. No costs may be charged to participating homeowners. This program is intended for minor to moderate repairs and is not designed for major rehabilitation projects.

Volunteer Housing Rehabilitation Eligibility

Projects must provide direct services to clients who qualify under HUD income guidelines and who reside within the limits of the City of El Paso. Funded agencies will be required to verify each client's residence and eligibility. HUD has determined that the following populations meet income guidelines and are presumed eligible, therefore no additional income verification is needed:

- Elderly persons (aged 62 and older)
- Severely disabled adults
- Homeless persons
- Abused children, battered spouses
- Persons living with AIDS
- Migrant farm workers
- Illiterate adults

For a complete list of eligible activities, refer to 24 CFR 570.201 - 5070.206. For ineligible activities, refer to 24 CFR 570.207.

Volunteer Housing Rehabilitation Compliance & Implementation Eligibility Requirements

- **Financial Capacity** - CDBG funds are distributed on a reimbursement basis. All agencies receiving funds must demonstrate the financial capacity to fully operate the proposed project for a period of at least three months prior to reimbursement. Applicants will be required to provide verification of three months of capital for the sustainability of their public service program.

- **Maximum Value of Rehabilitation** - The total value of improvements at one location (i.e., home) cannot exceed $4,999.
- **Mobile Home Improvements** - Funding cannot be used to improve mobile homes, regardless if the value of the home or property is more than the maximum value of the rehabilitation.

Volunteer Housing Rehabilitation Performance Goals

Subrecipients must have the capability to track their project outcome(s) over time and report on results. Subrecipients will have a contractual obligation to meet projected outcomes. Failure to meet performance outcomes, including but not limited to number of clients served, may result in a hold on reimbursement and/or may negatively impact the applicant and affect their Agency Credit Score and future application submission.

Housing Opportunities for Persons with Aids (HOPWA)

The Department of Community & Human Development receives funding for the Housing Opportunities for Persons with Aids (HOPWA) program, which provides HOPWA eligible activities such as housing assistance and supportive services for low-income individuals living with +HIV/AIDS and their families in accordance with CFR Part 574. While housing assistance is limited to residents within the City of El Paso, case management and supportive services can be provided countywide, ensuring broader access to critical resources for individuals in need. HOPWA funds may be used to assist in all forms of housing designed to prevent homelessness, including emergency housing, shared housing arrangements, apartments, single room occupancy (SRO) dwellings, and community residences. All HOPWA subsidized housing must be located within El Paso County.

HOPWA eligible activities include*:

- Housing Information Services
- Supportive Services
- Permanent Housing Placement (PHP)
- Tenant-Based Rental Assistance (TBRA)
    - Long-Term Program Delivery
- Short-Term Rent, Mortgage, Utilities (STRMU)
    - Short-Term Program Delivery
- Administration
- Resource Identification

Supportive Services

Supportive Services refers to time spent by staff to improve a client's access to care/services related to all eligible supportive services expenses listed below.

Eligible Supportive Services Expenses

- Health/mental health*
- Assessment
- Day care
- Personal assistance
- Nutritional services
- Intensive care when required
- Assistance in accessing local, state, and federal government benefits and services
- Transportation
- Education
- Life skills management
- Staff time, fringe, benefits associated with administering Supportive Services

*Health services may only be provided to individuals with acquired immunodeficiency syndrome or related diseases and not to family members of these individuals;

Permanent Housing Placement (PHP)

Permanent Housing Placement (PHP) helps eligible individuals and families find safe and affordable housing, with the goal of establishing permanent residency. PHP can help those who faced an eviction or especially benefit relocating clients in emergency situations (i.e. natural disasters) or in need of protections provided by the Violence Against Women Act (VAWA).

Eligible PHP Expenses

- Application fees
- Administrative fees in lieu or in addition to a security deposit
- Credit check expenses
- First/last month's rent
- Housing referrals
- Mediation services related to neighbor/landlord issues (at the time of placing client in unit only)
- One-time utility connection fees
- Payment for representative payee services
- Rental insurance (First month or initial term)
- Tenant counseling
- Rent/utility arrears when a barrier to establishing new permanent housing

- ❖ Security deposits less than 2 months' rent and not exceed any state/local cap on assistance
- ❖ Staff, fringe, benefits associated with PHP
- ❖ Utility deposit and one-time utility hookup fees

Ineligible PHP Expenses

- ❖ First and/or last month's rent when a person already has a rental subsidy
- ❖ Housing supplies and goods
- ❖ Moving services and packing materials
- ❖ Regular recurring costs (i.e. ongoing rent, utilities, insurance, etc.)
- ❖ Repairs to the unit associated with the move in
- ❖ Security deposits greater than 2 months' rent
- ❖ Smoke alarms
- ❖ Staff time, fringe, and benefits NOT associated with PHP work
- ❖ Storage fees
- ❖ Standard household furnishings
- ❖ Renter's insurance after first month or initial term payment

Tenant-Based Rental Assistance (TBRA)

Project- or tenant-based rental assistance includes assistance for shared housing arrangements. The purpose of TBRA is a rental subsidy used to help participants obtain permanent housing. TBRA is subject to Fair Market Rent (FMR) and Rent Reasonableness Requirements, as determined by HUD.

A HOPWA eligible person may be eligible for TBRA if the following criteria is met:

- ❖ Eligible person does not own a home

Eligible person must not currently receive or expect to receive a rental subsidy from other federal, state, or local sources

Ineligible TBRA Expenses

- ❖ Late fees caused by late payment to the Landlord by the Project Sponsor
- ❖ Rent for a unit owned by a client's relative
- ❖ Security deposits
- ❖ Expenses due to repairs or damage
- ❖ Mortgage expenses

Long-Term Program Delivery

Long-Term Program Delivery includes staff time, fringe and benefits costs directly related to administering Long-Term Rental Assistance.

Some eligible Long-Term Program Delivery expenses include, but are not limited to:

- ❖ Staff time spent verifying rent reasonableness

- Mileage to perform housing inspections

Some ineligible Long-Term Program Delivery expenses include, but are not limited to:

- Rental assistance
- Utilities assistance
- Other forms of direct client assistance

Short-Term Rent, Mortgage & Utilities (STRMU)

Short-Term Rent, Mortgage, and Utility (STRMU) payments prevent the homelessness of the tenant or mortgagor of a dwelling, for no more than 21 days in a 52-week period. The period of assistance begins on the day that the first payment is made. STRMU are not subject to Fair Market Rent (FMR) and Rent Reasonableness Requirements.

A HOPWA eligible person may be eligible for STRMU if the following criteria is met:

- Eligible person has a lease or mortgage on file
- Eligible person/household demonstrates a need for STRMU assistance in at least one the following ways:
    - Other resources will not help address housing costs
    - Household is at risk of homelessness if assistance is not administered
    - STRMU assistance will alleviate any payment delinquency to avoid eviction and result (at least) in temporary stability for that household
    - Household's ongoing needs assessed in connection with the development of an individual housing and services plan for the household

Eligible STRMU Expenses

- Short-term rent
- Mortgage
- Utilities

Ineligible STRMU Expenses

- Realtor fees
- Moving assistance
- Security deposit & first month's rent
- Late fees caused by late payment to the Landlord by the Project Sponsor
- Auto-repair expenses
- Unit repair or damage expenses
- Expenses associated with internet, cable, or phone services
- Assistance that occurs over a period of more than 21 weeks in any 52-week period
- Household supplies & furnishings
- Personal needs

Short-Term Program Delivery

Short-Term Program Delivery includes staff time, fringe, and benefits directly related to administering STRMU. **Some ineligible Short-Term Program Delivery expenses include, but are not limited to:**

- Rental assistance
- Mortgage assistance
- Utilities assistance
- Other forms of direct client assistance

Administration

Administration expenses are limited to a 7% cap per Project Sponsor grant allocation.

Eligible Administration Expenses

- Office supplies and postage
- Rent and utilities of office space
- Costs associated with attending HOPWA-related trainings approved by HUD
- Staff time spent creating and submitting reports, compiling claims, etc.

Ineligible Administration Expenses

- Employee bonuses
- Costs directly associated with other eligible HOPWA activities

Resource Identification

Resource identification refers to system-level activity that allows Project Sponsors to build and improve their community response to expand access to housing and HIV treatment.

Eligible Resource Identification Expenses

- Identifying and tracking housing resources for current/future clients
- Strengthening relationships with local landlords, PHAs, and other local and state affordable housing partnerships
- Attending housing-related meetings such as Regional Planning Council meetings on your agency's behalf
- Coordinating housing case management efforts across HOPWA networks
- Collecting and analyzing local HIV housing data
- HIV housing needs assessments done by third party consultant or contractor

Housing Information Services

Housing Information Services refer to staff time determining the best type(s) of HOPWA assistance to administer to each client.

Eligible Housing Information Services Expenses

- Counseling
- Informational materials that educate clients on housing resources (i.e. fair housing guidance)
- Referral services to assist an eligible person locate, acquire, finance, and maintain housing

Ineligible Housing Information Services Expenses

- Holistic case management services

Program Participant Eligibility

A HOPWA eligible person is defined as a person with acquired immunodeficiency syndrome or a related disease who is low-income and the family of such a person.

- The term acquired immunodeficiency syndrome and related diseases means the disease of acquired immunodeficiency syndrome and any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.
- A low-income individual is a person with household income that is at 80% of the Area Median Income Guidelines (AMI) or less, as defined by HUD. HUD income guidelines are issued annually.

As such, client files should consist of:

- Documentation indicating that the assisted person is HIV positive or has a diagnosis of AIDS, as determined by a health professional competent to make such a determination ((i.e. doctor, nurse practitioner, physician's assistant, OR a testing site representative who is authorized to cite the client's HIV/AIDS status and provide appropriate test result documents).
    - Sufficient determinations include documentation resulting from appropriate HIV tests administered by a physician's office, HIV counseling center or community health center.
- Documentation confirming that the assisted person and his/her family meet income guidelines.

HIPAA Compliance

Agencies administering HOPWA funds must comply with the Health Insurance Portability and Accountability Act (HIPAA) to protect the confidentiality and privacy of individuals living with HIV/AIDS. Since HOPWA services are directly tied to a person's HIV status,

agencies must handle all client information with strict confidentiality to prevent unauthorized disclosure and protect clients from stigma and discrimination.

Non-Match Funding Stream

HOPWA funds cannot be used to match other federal grants or loans.

Emergency Solutions Grant (ESG)

Emergency Solutions Grant (ESG) funds street outreach, emergency shelter, homelessness prevention and rapid re-housing and Homeless Management Information System (HMIS) and administration. The purpose of the ESG program is to assist individuals and families to quickly regain stability in permanent housing after experiencing a housing crisis or homelessness. The ESG program is governed by federal laws and regulations including the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act (42 U.S.C. §11302 et. seq.) as amended; the HUD regulations codified in 24 Code of Federal Regulations (CFR) Part 576; 24 CFR Part 58, for environmental requirements; 2 CFR Part 200 for Uniform Administrative Requirements; 24 CFR §135.38 for Section 3 requirements; and 24 CFR Part 5, Subpart A for fair housing (collectively, the Federal Rules and Regulations).

Funding Allocation

The City understands the importance of an effective crisis response system that makes homelessness rare, brief, and non-recurring. Given the current need to relieve pressure on El Paso's emergency shelters, support for homelessness prevention and rapid rehousing activities is a priority.

HUD limits the amount of ESG funding for Emergency Shelter and Street Outreach to 60% of the total allocation. Therefore, the final funding distribution between components will be determined based on data-informed community needs at the time of application review. The following allocations are preliminary projections and may be adjusted based on CFR regulations, funding requests, and demonstrated community needs:

Allocation	Eligible Activities
25%	Street Outreach
15%	Emergency Shelter
20%	Homelessness Prevention
26%	Rapid Re-Housing
7% (Set Aside)	Homeless Management Information System (HMIS)
7%	City of El Paso - Administration

These projected distributions are subject to change based on community needs and applications received to ensure that ESG funds are allocated effectively and in compliance with HUD regulations.

Street Outreach Component

Eligible street outreach costs include: costs of providing essential services necessary to reach out to unsheltered homeless people, connect them with emergency shelter, housing, or critical services; and provide urgent, non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility, as further identified in 24 CFR 576.101. For the purposes of this section, the term "unsheltered homeless people" means individuals and families who qualify as homeless under paragraphs (1)(i) of the "homeless" definition under 24 CFR 576.2.

Emergency Shelter Component

Eligible emergency shelter costs include costs of operating emergency shelters, providing essential services to homeless families and individuals. Providing case management; cost of assessing arranging, coordinating and monitoring individualized services.
Component services and activities consist of: The use of coordinated entry system, conducting initial evaluations, verifying eligibility, counseling, developing securing and coordinating services and obtaining federal, state and local benefits monitoring and evaluating participant progress, providing information and referrals to other providers, providing ongoing risk assessment for victims of domestic violence, developing an individualized housing service plan, including planning a path to permanent housing stability, as identified in 24 CFR 576.102

Homelessness Prevention Component

Eligible rental assistance includes:

- Short-term rental assistance (up to 3 months)
- Medium-term rental assistance (more than 3 months and up to 12 months)
- One-time payment for up to 6 months of rent in arrears, to include late fees.

Eligible costs include rental application fees, security deposits, last month's rent, utility deposits, utility payments (with a limit of 6 months in utility payment arrears), and moving costs (including storage costs up to 3 months). Applicants must re-evaluate the program participant’s eligibility, type and amounts of assistance, and program participants needs no less than every three (3) months.

Housing Relocation and Stabilization Services

Eligible services include:

- Housing search and placement;

- Housing stability case management mediation;
- Legal services; and
- Credit Repair

Eligible case management services include:

- Coordinated entry assessments
- Initial evaluation, counseling
- Coordinating services
- Monitoring program participant progress
- Referrals to other providers
- Developing an individualized housing plan planning a path to permanent housing stability
- Conducting re-evaluations required under 24 CFR 576.401(b)

Rapid Re-Housing Component

Eligible rental assistance includes:

- Short-term rental assistance (up to 3 months)
- Medium-term rental assistance (more than 3 months and up to 12 months)
- One-time payment for up to 6 months of rent in arrears, to include late fees

Eligible costs include rental application fees, security deposits, last month's rent, utility deposits, utility payments (with a limit of 6onths in utility payment arrears), moving costs (including storage costs up to 3 months). The 12 months may include a one-time payment for up to 6 months of rent arrears on the tenant's portion of the rent. The rent amount must not exceed HUD's published Fair Market Rent and the HUD standard for rent reasonableness (24 CFR 982.507). There must be a rental assistance agreement between the landlord and agency and a written lease between the tenant and landlord.

Eligibility and income shall be reviewed every six months. Participants in rapid rehousing are required to meet with case managers monthly.

Housing Relocation and Stabilization Services

- Eligible services include:
- Housing search and placement;
- Housing stability case management mediation;
- Legal services;
- Credit repair

Eligible services under case management include centralized coordinated assessments, initial evaluation, counseling, and coordinating services (for a complete list of eligible case management activities please reference 24 CFR 576.105(b)(2)).

HMIS

Funding for ESG-funded agencies to cover software licensing fees and other fees incurred by the agency for utilization of HMIS data systems. Applicants for ESG are required to participate and enter their data in the El Paso Homeless Management Information System (HMIS). Refer to the local requirements section of this document for detailed HMIS participation requirements.

Eligible Activities:

- Purchasing or leasing computer hardware
- Purchasing software or software licenses
- Purchasing or leasing equipment
- Obtaining technical support
- Leasing office space
- Paying charges for utilities (electricity, water, etc.) to operate or contribute to HMIS
- Paying salaries for operating HMIS
- Paying costs of staff travel to HUD-sponsored/HUD-approved training on HMIS and other McKinney-Vento Homeless Assistance Act programs
- Paying staff travel costs to conduct intake
- Paying participation fees charged by the HMIS Lead

Other Project Compliance & Implementation Eligibility Requirements

Applicants must match their total ESG award with at least 100% in cash and/or in-kind contributions from non-CDBG sources used for ESG-eligible expenditures, as outlined in 24 CFR 576.201 and 2 CFR 200.306.

If awarded funding, agencies must provide a signed document on official letterhead confirming the amount, source, and date of availability of matching funds before their agreement with the City is executed. Matching contributions should be reported and documented on a monthly basis to ensure compliance and prevent delays in spending.

Agencies should not fall behind on their match contributions, as this slows down the spend rate and may impact future funding eligibility. Maintaining a consistent and timely match helps ensure efficient program operation and compliance with HUD regulations.

Below are additional requisites that apply to the 100% match requirement:

- Matching funds must be used on an eligible ESG activity for allowable costs.
- Not more than 50% of agency match may be derived from donations. Clothes and toy donations cannot be used as match.

Matching funds are provided based on the total grant award and do not have to be provided on a component-by-component basis. For example, if an agency is awarded $10,000 for HMIS, they do not need to find $10,000 in data collection funds from another source as match. Rather, the $10,000 match could be used on another ESG component towards

allowable costs. Matching funds must not, and will not, be used to match any other Federal program's funds nor any other federal, state and/or local grant.

Agency must keep records of the source and use of contributions made to satisfy the match requirement. Refer to HUD's 24 CFR Part 576.201 for further information on ESG's matching requirement.

- **El Paso Helps** - ESG-funded street outreach services must align with and compliment El Paso Helps, the City-led initiative to coordinate street outreach and other services for vulnerable populations. This includes collaboration with the El Paso Helps partners during the collaborative meetings.
- **Written Standards** - Applicants must certify they have written standards that comply with the requirements of 24 CFR §576.400 to include order of priority. Additionally, a copy of the written standards of the program will be required within 30 days of submission of application.
- **Budget Revisions** - Budget revisions may be requested among existing budget line items within an ESG component. All budget revisions occurring within the contract period may not exceed 20% of the total award without the approval of the DCHD Director or their designee. A moving of funds between different ESG components requires will **not** be authorized.
- **Eligibility Guidelines -** Applicant must provide direct services to at-risk or homeless individuals and families. Applicant is required to verify each client's eligibility status.
- **Program Income** - Applicants are required to report program income and expended match funds monthly.
- **Rental Assistance** - Applicants who apply to provide Rental Assistance will be required to conduct inspections of housing units for compliance with Housing Standards (24 CFR Part 576.403(c), Lead-Based Paint requirement Standards (24 CFR Part 35, 576.403(a), Fair Market Rent and Rent Reasonableness Standards (24 CFR Part 576.106(d).
- **Staff hours** - The City will only reimburse applicants for staff hours that are spent on direct services funded by ESG to eligible clients.

Homeless Housing and Services Program (HHSP)

In accordance with Tex. Government Code §2306.2585, the Texas Department of Housing & Community Affairs (TDHCA) provides HHSP funding to municipalities with populations of 285,500 or greater to develop programs aimed at preventing and eliminating homelessness. The City of El Paso is projected to receive HHSP funds under both General Set-Aside and Youth Set-Aside. Within each, there are five different possible components: Homelessness Assistance (HA), Homelessness Prevention (HP), Essential Services (ES), Operation Costs (OC), and Case Management (CM). The rules, restrictions, and eligibility requirements for HHSP funds can be found within the Texas Administrative Code (TAC). Components available for funding and subject to the Notice of Funding Availability (NOFA).

General Set-Aside

Eligible applicants include agencies currently administering homelessness prevention, homelessness assistance, and/or essential services programs that incorporate case management as part of their services. The local objectives for HHSP General funding are to:

- Prevent at-risk families and individuals from becoming homeless.
- Rapidly re-house individuals and families who are experiencing homelessness.
- Provide case management to ensure successful outcomes.

Youth Set-Aside

Eligible applicants must be agencies currently administering youth homelessness programs focused on transitional housing for unaccompanied homeless youth and homeless young adults (ages 18-24). These agencies must provide homelessness assistance, essential services, and/or case management as part of their transitional housing programs. Transitional living activities for youth-headed households are designed to provide short-term housing in conjunction with appropriate supportive services designed to foster self-sufficiency.
The local objectives for HHSP Youth Set-Aside funding are to:

- Provide case management to eligible youth (ages 18 to 24) in transitional housing.
- Provide transitional housing for eligible youth (ages 18 to 24), including those who have aged out of foster care.
- Provide essential services to eligible youth (ages 18 to 24) in transitional housing.
- Provide homeless assistance to eligible youth (ages 18 to 24) in transitional housing.

These objectives align with the City's strategy to reduce homelessness with targeted support for both at-risk populations and homeless youth by promoting housing stability and long-term success.

Homelessness Assistance (HA)

As per the TAC Rule **§7.27,** Homelessness Assistance costs are those associated with housing relocation, stabilization, and assistance costs.

Eligible costs include, but are not limited to:

- Staff time entering information into HMIS or HMIS-comparable database related to homelessness assistance
- Hotel or motel costs
- Transitional housing
- Rental & utility
- Rental arrears
- Utility reconnection fees
- Reasonable & customary security and utility deposits

- Moving costs

Homelessness Prevention (HP)

As per the TAC Rule **§7.27,** Homelessness Prevention costs are those associated with housing relocation, stabilization, and assistance costs.

Eligible costs include, but are not limited to:

- Staff time entering information into HMIS or HMIS-comparable database related to homelessness prevention
- Hotel or motel costs
- Transitional housing
- Rental & utility
- Rental arrears
- Utility reconnection fees
- Reasonable & customary security and utility deposits
- Moving costs

Essential Services (ES)

As per the TAC Rule **§7.27,** Essential Services costs are those associated with finding and maintaining stable housing.

Eligible costs include, but are not limited to:

- Out-patient medical services
- Child care
- Education services
- Legal services
- Mental health services
- Local transportation assistance
- Drug and alcohol rehabilitation
- Job training

Operation Costs (OC)

As per the TAC Rule **§7.27,** Operation Costs are those associated with operating an emergency shelter or Transitional Living Activities, serving individuals experiencing or at-risk of homelessness.

Eligible costs include, but are not limited to:

- Rent
- Utilities
- Supplies and equipment purchases
- Food pantry supplies

Case Management (CM)

As per the TAC Rule **§7.27,** Case Management costs are those associated with staff salaries related to assessing, arranging, coordinating and monitoring the delivery of services related to finding or maintaining housing.

Eligible activities related to staff salaries include, but are not limited to:

- Household eligibility determination
- Counseling
- Coordinating services & obtaining mainstream benefits for program participants
- Monitoring program participant progress
- Providing safety planning for persons under VAWA
- Developing a housing and service plan
- Entry into HMIS or an HMIS-comparable database

Program Participant Eligibility & Program Participant Files

As per the TAC Rule **§7.28, the following requirements pertain to program participant eligibility and recordkeeping:**

- A Program Participant must satisfy the eligibility requirements by meeting the appropriate definition of Homeless or At-risk of Homelessness in this Chapter, relating to Homelessness Programs, including but not limited to applicable income requirements.
- A Program Participant who is Homeless qualifies for emergency shelter, Transitional Living Activities, case management, essential services, and homeless assistance.
- A Program Participant who is At-risk of Homelessness qualifies for case management, essential services, and homeless prevention.
- The Subrecipient shall establish income limits that do not exceed the moderate income level pursuant to Tex. Gov't Code §2306.152 in its written policies and procedures, and may adopt the income limit calculation method and procedures in HUD Handbook 4350 to satisfy this requirement.
- Recertification. Recertification is required for Program Participants receiving homelessness prevention and homelessness assistance within 12 months of the assistance start date. Subrecipient's written policies may require more frequent recertification. At a minimum, recertification includes that Program Participants receiving homelessness prevention or homelessness assistance:
    - meet the income eligibility requirements as established by the Subrecipient, if such limits are implemented in the Subrecipient's policies and procedures and required to be reviewed at Recertification; and
    - lack sufficient resources and support networks necessary to retain housing without assistance.
- Break in service. The Subrecipient must document eligibility before providing services after a break in service. A break in service occurs when a previously

assisted household has exited the program and is no longer receiving services through Homeless Programs. Upon reentry into HHSP, the Household is required to complete a new intake application and provide updated source documentation, if applicable. The Subrecipient would not need to document further eligibility for HHSP if the Program Participant is currently receiving assistance through ESG.

- Program participant files. Subrecipient or their Subgrantees shall maintain Program Participant files, for non-emergency activities providing direct subsidy to or on behalf of a Program Participant that contain the following:
    - an Intake Application, including the signature or legally identifying mark of all adult Household members certifying the validity of information provided, an area to identify the staff person completing the intake application, and the language as required by Tex. Gov't Code §434.212;
    - certification from the Applicant that they meet the definition of Homeless or At-risk of Homelessness. The certification must include the Program Participant's signature or legally identifying mark;
    - documentation of income eligibility, if applicable, which may include a DIS if documentation is unobtainable;
    - documentation of annual recertification, as applicable, including income eligibility determination and verification that the Program Participant lacks sufficient resources and supports networks necessary to retain housing without assistance;
    - documentation of determination of ineligibility for assistance when assistance is denied. Documentation must include the reason for the determination of ineligibility;
    - copies of all leases and rental assistance agreements for the provision of rental assistance, documentation of payments made to owners for the provision of rental assistance, and supporting documentation for these payments, including dates of occupancy by Program Participants;
    - documentation of the monthly allowance for utilities used to determine compliance with the rent restriction;
    - documentation that the Dwelling Unit for Program Participants receiving rental assistance complies with the Housing Standards in this Chapter, relating to Homelessness Programs; and
    - documentation of U.S. Citizen, U.S. National, or Qualified Alien status for each household member receiving direct assistance, including:
        - verification of eligible immigration or citizenship status consistent with §1.410 of this title;
        - any determinations of ineligibility or mixed Household status; and
        - records of proration calculations applied under subsection (h)(2) of this section, if applicable.
- Implementation of HHSP activities involving direct assistance to Program Participants is subject to §1.410 of this title, relating to Determination of Alien Status for Program Beneficiaries.

- Each Household member receiving direct assistance under Homeless Prevention or Homeless Assistance must be verified for eligibility in accordance with §1.410 of this title (relating to Determination of Alien Status for Program Beneficiaries) prior to receiving assistance.
- Direct assistance may be prorated utilizing a fraction based on Household eligibility, calculated by multiplying the full benefit amount by a fraction in which the numerator is the number of eligible Household members, and the denominator is the total number of Household members.
- Activities that do not provide direct housing or financial assistance, such as Emergency Shelter, case management, and Street Outreach, and in-kind disaster relief are not subject to paragraphs (1) and (2) of this subsection.
- Populations that are documented by the Administrator as covered by the Violence Against Women Act (VAWA) or the Family Violence Prevention and Services Act (FVPSA) are excepted from having verification under this rule performed, unless required to do so under federal guidance.
- Administrators must include in their operational processes a means by which a household may appeal a determination of their eligibility under this subsection.

- **Budget Revisions -** Budget revisions can be requested to transfer funds between existing budget line items, but not between components.
- **Eligibility & Rental Assistance Guidelines -** Applicant must provide direct services to homeless individuals and families or individuals and families at-risk of homelessness. Applicant is required to verify each client's eligibility status. Applicants who apply to provide Rental Assistance will be required to conduct inspections of housing units for compliance with Housing Standards, Lead-Based Paint requirement Standards, Fair Market Rent and Rent Reasonableness Standards.
- **HMIS Participation -** Applicants for HHSP are required to participate and enter their data in the El Paso Homeless Management Information System (HMIS), if applicable. Refer to the local requirements section of this document for detailed HMIS participation requirements.
- **El Paso Helps –** HHSP services must align with and compliment El Paso Helps, the City-led initiative to coordinate street outreach and other services for vulnerable populations. This includes collaboration with the El Paso Helps partners during the collaborative meetings.

Program Implementation Eligibility Requirements

Federal, State, & Local Requirements

Local Authority to Establish Additional Requirements

DCHD has the authority to establish local funding guidelines in addition to federal and state requirements. These local requirements, including Policies and Procedures, are developed by DCHD staff and approved by City Council to ensure that funding allocations align with community needs, promote financial responsibility, and enhance the effectiveness of funded programs.

Organizations and clients who apply for funding must meet all applicable federal, state, and local eligibility requirements. Federal requirements are determined by HUD, state requirement are established by TDHCA, while local guidelines, including Policies and Procedures, are developed by DCHD staff and approved by City Council.

Agency Credit Score Requirement

Applicants consent to an evaluation of past grant performance conducted by DCHD through the Department's Agency Credit Score review process. The evaluation may include review of:

- Financial and administrative capacity
- Compliance with prior funding agreements and program requirements
- Timeliness and accuracy of reporting and reimbursement submissions
- Monitoring findings, corrective actions, and contract performance history
- Overall program performance and effectiveness

The Agency Credit Score may be considered in funding recommendations, risk assessment, monitoring determinations, contract decisions, contract renewal, and overall funding eligibility. This process supports responsible financial stewardship and compliance with applicable federal, state, and local requirements.

Acceptance of Grant Conditions & Terms

Applicants must submit an Acceptance of Grant Conditions and Terms form, signed by an authorized representative of the applicant, with their application.

Administrative Capacity

Applicants must demonstrate administrative and financial capacity to fully operate the project during the application process. A certified audit covering a period that ends after January 31 of the previous application year must be submitted when applying for the current year. This requirement may be waived for organizations or entities that expend less

than $1,000,000 in federal funds for the audited year, however, they must submit alternative financial documentation demonstrating fiscal responsibility and financial capacity. Acceptable documentation may include:

- An independent external audit
- The most recently filed IRS Form 990 with supporting financial statements
- Year-end balance sheet and profit and loss statements
- Other financial documentation requested by DCHD

Awarded funds are distributed on a reimbursement basis. All agencies, except City Departments receiving funds, must demonstrate the financial capacity to cover project-related costs, including design, construction, and/or operations, for at least three months prior to reimbursement.

CDBG Public Services, HOPWA, ESG, and HHSP Minimum Requirements

The minimum funding amount for a Services project is $100,000, though lower-budget projects may be made eligible at the discretion of the Director of DCHD to maximize community impact and ensure timely expenditure of HUD funds.

CDBG Public Facilities Minimum Requirements

The minimum funding amount for a Public Facilities project is $1,000,000, though lower-budget projects may be made eligible at the discretion of the Director of DCHD to maximize community impact and ensure timely expenditure of HUD funds.

CDBG Volunteer Housing Rehabilitation Minimum Requirements

The minimum funding amount for a Volunteer Housing Rehabilitation project is $200,000, though lower-budget projects may be made eligible at the discretion of the Director of DCHD to maximize community impact and ensure timely expenditure of HUD funds.

Certificate of Account Status

Applicants must provide a current Certificate of Account Status from the Texas Comptroller of Public Accounts confirming the organization is authorized to conduct business in the State of Texas and is in good standing for state tax purposes. This must be current at the time of submission of the LOI/application, and through the duration of the agreement.

This document is separate from formation documents filed with the Texas Secretary of State, such as a Certificate of Formation or Certificate of Filing.

Completeness Check

Applications and supporting documentation must be submitted by the respective deadline to be considered for funding. All required supporting documents must be included for an application to be considered complete.

Compliance with Existing Contracts

Applicants currently receiving federal funds administered by the DCHD and applying for additional funds must:

- Be in full compliance with their current contract terms.
- Have no outstanding audit or monitoring findings as determined by the City or HUD.
    - Should outstanding audit or monitoring findings not be resolved by the new contract service period, DCHD reserves the right to withdraw the tentative award.
- Maintain good standing throughout the entire program year.

Contract Amendments

- Amendments will not be allowed within 45 days of the contract's expiration date unless an exception is granted by the DCHD Director.
- Requests for contract amendments must be submitted in writing on agency letterhead, signed by an authorized signatory, and include a detailed explanation of the circumstances requiring the amendment.
- Amendments are only considered for circumstances beyond the subrecipient's control, such as natural disasters, government orders, civil unrest, or other extraordinary events. General economic conditions or unanticipated difficulties do not qualify.

Contract Execution Readiness

Subrecipients must submit all required documentation for contract execution before the start of the program year (typically September 1) or as determined by the DCHD. Failure to meet this requirement:

- Will not justify an extension of the contract term.
- May result in the cancellation, reallocation, or delay of funding.
- Will impact Agency Credit Score.
- Will impact future award eligibility.

DCHD reserves the right to adjust, defer, defund, or reallocate funding based on project readiness and program needs. Subrecipients must be prepared to execute their contracts as soon as DCHD is ready to proceed with funding to avoid delays.

Required documentation may include, but is not limited to:

- Applicable insurance policies
- A finalized budget and scope of work
- Mode of securing the funding – if applicable
- Lien documentation – if applicable
- Timely submission of signatures and other required documentation
- Letter of Intent specifying terms of the agreement - if applicable

This policy ensures flexibility for DCHD while reinforcing the need for agencies and developers to be ready to execute when funding becomes available.

Ordinance 9779 – Non-Discrimination Against Persons with Disabilities

All facilities receiving funding from the City must comply with Ordinance 9779, ensuring accessibility for individuals with disabilities. Facilities must be accessible for both employment and service purposes or have an approved transition plan before funding approval.

Applicants must submit the following:

- **Letter of Assurance** - A written commitment confirming that programs, services, and facilities comply with accessibility and nondiscrimination requirements. Not a certification, signing indicates a promise to comply and take corrective action when needed.
- **ADA Self-Evaluation** - An internal review of policies, practices, programs, and facilities to ensure accessibility and nondiscrimination. Must document evaluation of policies and modifications to correct noncompliance, and corrective actions.

For projects with multiple service locations, a Letter of Assurance and ADA Self-Evaluation must be provided for each site.

Relocation Assistance

In accordance with the City's Anti-Displacement Strategy, projects should avoid displacing low- and moderate-income tenants. If displacement is unavoidable, affected tenants must receive financial and advisory benefits as detailed in the Anti-Displacement Strategy.

Applicants should consult with DCHD staff if displacement or relocation will occur to ensure compliance and to allocate appropriate funds.

Suspension of Eligibility to Apply

An entity whose contract with the City for HUD funding is terminated for cause will be ineligible to apply for HUD funding through the City of El Paso for 24 months from the termination date.

Site Suitability

Applicants must ensure that their project location is appropriately zoned for the proposed activities at the time of application or LOI submission, and throughout the service period.

A Zoning Verification Letter from the City of El Paso's Planning and Inspections Department is required at the time of application.

The letter must be issued within five years of the program year start date and be accompanied by a signed cover letter certifying no substantial changes have occurred.

If zoning compliance is in progress, applicants may submit a written workout plan. However, compliance must be achieved before the City Council public hearing introducing the Draft Annual Action Plan.

For projects with multiple service locations:

- A single letter covering all locations or individual letters for each site will be accepted.
- Projects that relocate must obtain a new zoning compliance letter.
- Projects in public schools or City Parks Department facilities are exempt from this requirement.

Failure to meet this requirement will trigger the submission of a remediation plan detailing strategies to return the program to compliance. Continued non-compliance may result in additional monitoring, reimbursement review, funding reductions, or contract termination.

Subrecipients failing to fully expend awarded funds before the contract expiration date may negatively impact the agency's Agency Credit score and future funding eligibility with DCHD.

Insurance Coverage

Subrecipients of City of El Paso HUD and TDHCA funding must maintain the following insurance coverage throughout the contracted period of performance:

- Workers' Compensation Insurance with a minimum coverage of $1,000,000
- General Liability Insurance, including a Certificate of Liability Insurance listing the City of El Paso as an additional insured
- Automobile Insurance, if employees drive for work-related purpose

Performance Outcomes

The DCHD has implemented a performance measurement system aligned with HUD's Outcome Performance Measurement System to assess the success of awarded projects and report accomplishments at the national level. Additionally, TDHCA grants may also require similar outcome reporting to evaluate project effectiveness and ensure compliance with state funding requirements.

Applicants are required to:

- Define measurable outcomes that demonstrate the impact and benefits of their projects.
- Submit a statement explaining the expected outcomes of their projects in their application.

- ❖ Describe the project's impact on individuals, families, organizations, and communities, whether through construction, program participation, or service delivery.

Outcomes should reflect the direct benefits resulting from the project and contribute to HUD's, TDHCA's, and DCHD's broader performance reporting requirements.

Timeliness Requirements

Subrecipients of CDBG Public Services, ESG, HOPWA, HHSP, and other federal or state funding programs are expected to maintain spending levels reasonably consistent with the agreement timeline. During the first three months of the service period, subrecipients should maintain a spend-to-time ratio no lower than negative 10%. After the initial three-month period, spending should generally align with the percentage of time elapsed within the agreement period.

Federal & State Requirements

Americans with Disabilities Act (ADA) and Historic Preservation

Applicants must comply with all applicable federal, state, and local requirements related to the Americans with Disabilities Act (ADA), accessibility standards, historic preservation, and all applicable City codes and ordinances.

Authority to Apply

Applicants must certify that they have the legal authority to submit the application and enter into a funding agreement, if awarded. Applicants must provide supporting documentation demonstrating such authority, including applicable Board approval, resolution, minute action, or other official authorization identifying the authorized representative.

Authorized Signatory

Applicants must submit approved documentation (e.g., Board minute action or letter) certifying the individual authorized to sign contracts on behalf of the organization.

Conflict of Interest

Conflict of Interest regulations are governed by local policies, specific grant requirements, and federal regulations (2 CFR 200.112). Applicants must disclose potential conflicts in writing, detailing the nature of the conflict and requesting a resolution.

If a conflict of interest is discovered after funding has been awarded or during the contract period:

- ❖ The subrecipient must promptly notify DCHD in writing, outlining the details of the conflict.
- ❖ DCHD will evaluate the conflict to determine if it affects the integrity of the funded program.
- ❖ Depending on the severity, DCHD may:

- Require recusal of the individual from decision-making related to the grant.
- Implement additional oversight or restrictions to mitigate risk.
- Seek legal or HUD guidance if necessary.

❖ If the conflict compromises program integrity, DCHD may take corrective measures, including modifying, suspending, or terminating funding.
❖ In some instances, exceptions may be granted if the conflict is deemed manageable and does not violate governing laws or regulations.

Ensuring transparency and timely action helps protect funding integrity and compliance with HUD, TDHCA, and local regulations.

Environmental Review

All projects and activities funded in whole or in part with HUD funding are subject to applicable environmental review requirements under 24 CFR Part 58 and other related federal authorities. Environmental review requirements are intended to ensure that federally funded activities consider potential impacts to the human environment, public health and safety, historic resources, floodplains, wetlands, noise exposure, hazardous materials, and other environmental factors prior to the commitment of funds or commencement of physical activities.

The City of El Paso, acting as the Responsible Entity and jurisdiction responsible for carrying out the environmental review process under 24 CFR Part 58, is responsible for completing the environmental review process for applicable HUD-funded activities. As part of this process, DCHD will determine the appropriate level of environmental review required based on the scope, location, and nature of the proposed activity. Depending on the activity, projects may be classified as Exempt, Categorically Excluded Subject to (or not subject to) §58.5, Environmental Assessment (EA), or Environmental Impact Statement (EIS).

Applicants, subrecipients, developers, contractors, and project partners must not undertake or authorize any choice-limiting actions prior to the completion of the environmental review process and formal authorization from DCHD to proceed. Choice-limiting actions are activities that could restrict the consideration of reasonable alternatives or otherwise predetermine the outcome of the environmental review process. Prohibited activities prior to environmental clearance may include, but are not limited to:

Executing binding construction contracts

❖ Beginning rehabilitation, demolition, site work, or construction activities
❖ Acquiring property without appropriate environmental review clearance and required protections
❖ Committing or expending HUD funds on non-exempt activities
❖ Requesting reimbursement or drawdown of HUD funds from the City of El Paso prior to completion of the required environmental review and authorization to proceed
❖ Entering into agreements or taking actions that legally commit the project prior to environmental clearance

- Undertaking physical activities that may have an adverse environmental impact or limit environmental review alternatives

Environmental clearance must be completed before the commitment of HUD funds and prior to the commencement of any non-exempt choice-limiting activity. Costs incurred prior to environmental clearance may be deemed ineligible and may not be reimbursed with HUD funds.

Certain administrative, planning, or predevelopment activities may be allowable prior to environmental clearance if they do not constitute a choice-limiting action under HUD regulations. However, applicants must coordinate with DCHD prior to undertaking any activity associated with a proposed HUD-funded project to ensure compliance with environmental review requirements.

Applicants may be required to submit environmental documentation requested by DCHD to facilitate the environmental review process. Such documentation may include, but is not limited to:

- Site maps, legal descriptions, photographs, and project narratives
- Environmental questionnaires or checklists
- Information related to previous site uses or known environmental concerns
- Historic preservation documentation
- Floodplain, wetland, or flood insurance information
- Phase I Environmental Site Assessments, surveys, studies, or reports, if applicable

Environmental review timelines vary depending on the type, scope, and location of the project. Applicants should account for environmental review requirements when planning project schedules, procurement activities, construction timelines, and funding commitments.

Completion of the environmental review process does not eliminate the requirement to comply with all other applicable federal, state, and local environmental laws, regulations, permits, and approvals. Failure to comply with environmental review requirements may result in project delays, suspension of activities, cancellation of funding, repayment of funds, or other corrective actions required by HUD or the City of El Paso.

Employer Identification Number (EIN)

Applicants must provide a Federal Tax ID Number (EIN) required for tax reporting, hiring employees, opening a bank account, and applying for business licenses and permits.

Fair Housing Act Compliance

Applicants must comply with:

- The Fair Housing Act
- Executive Order 11063 (Equal Opportunity in Housing)
- The Civil Rights Act of 1964
- The Age Discrimination Act of 1975
- Section 504 of the Rehabilitation Act of 1973

- Americans with Disabilities Act (ADA) Title II

Faith-Based Organizations

Faith-based organizations applying for funding must comply with HUD's Final Rule (effective October 30, 2003, as amended).

Households and Persons Served

Applicants must provide the number of households and persons served under each awarded program or project.

For programs serving homeless individuals, applicants must also collect race, ethnicity, and age data to facilitate analysis of disparities and promote equitable service delivery.

Lobbying Restrictions

Under Section 1352, Title 31, U.S. Code, federal funds may not be used to influence:

- Any federal agency employee or officer
- A member of Congress or their staff
- Any federal contract, grant, loan, or cooperative agreement
- If non-federal funds are used for lobbying, applicants must complete and submit Standard Form (Disclosure Form to Report Lobbying).

Homeless Management Information System (HMIS) Participation

Applicants whose programs serve the homeless population through ESG or HHSP must fully participate in the Homeless Management Information System (HMIS) for the full term of their agreement and required by CFR and §10 TAC 7.6.

The City will verify compliance in consultation with the HMIS Lead Entity. Data on all individuals served must be entered into the appropriate HMIS or an HMIS-comparable database for domestic violence and legal service providers.

Indirect Costs Allowance

Under 2 CFR § 200.56, Indirect (Facilities & Administrative) Costs are defined as costs that are incurred for a common or joint purpose and cannot be readily assigned to a specific project, activity, or cost objective without considerable effort.

These costs typically include:

- General administration (e.g., accounting, legal, human resources)
- Office space rent and utilities
- IT support and maintenance
- Depreciation of buildings and equipment
- Other overhead expenses not directly tied to a single program or project

Applicants may include Indirect Costs in program budgets using one of the following methods:

De Minimis Rate

- If awarded funding, agencies may apply 15% of total expenses per monthly reimbursement request.
- Agencies using this method must submit a signed memo from their authorized signatory confirming their intent to apply the 15% De Minimis Rate for the grant year.

Indirect Cost Allocation Plan

- Agencies must submit a current Indirect Cost Agreement from their cognizant federal agency.
- The agreement must specify the applicable indirect cost rate for reimbursement.

Indirect Costs and Modified Total Direct Cost (MTDC)

The requirements of 2 CFR Part 200, as amended, apply to federally funded programs administered by DCHD.

Per 2 CFR § 200.68, Modified Total Direct Cost (MTDC) includes direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and the first $25,000 of each subaward. Certain costs are excluded from the MTDC base, including client assistance costs and other excluded categories identified under federal regulations.

Client assistance costs, including rental assistance, utility payments, direct financial assistance, and security deposits, must not be included in the MTDC base when calculating indirect costs.

Per 2 CFR § 200.414, indirect costs are costs incurred for common or joint purposes that cannot be readily identified with a single program or activity. Indirect costs may only be applied to eligible MTDC expenses and must not be charged to excluded client assistance costs, regardless of whether the organization has a federally approved Negotiated Indirect Cost Rate Agreement (NICRA).

Subrecipients are responsible for ensuring indirect cost calculations comply with all applicable federal requirements and cost principles.

Indirect Cost Limitations

Certain costs are excluded from the Modified Total Direct Cost (MTDC) base under 2 CFR Part 200 and may not be used when calculating indirect costs. Excluded costs include client assistance expenses such as rental assistance, utility payments, direct financial assistance, and security deposits.

Indirect costs may only be applied to eligible MTDC expenses, even when an agency has a federally approved indirect cost rate agreement or elects to use the De Minimis Rate.

Applicants and subrecipients are responsible for ensuring indirect costs are calculated in accordance with applicable federal cost principles and regulations.

Jurisdiction Requirements

Programs, clients, and/or improvements funded by CDBG, HOME, ESG, or HHSP, must be within the city limits City of El Paso. HOPWA-funded subsidized housing must be within City of El Paso city limits, while case management can include County of El Paso Residents.

Procurement Guidelines

Applicants must follow all applicable local, state and federal procurement requirements when purchasing services, supplies, materials, or equipment with DCHD-awarded funding. Applicable federal regulations are contained in 2 CFR Part §200.320 Procurement Methods, Chapter 252 of the Texas Administrative Code, and City of El Paso local requirements. In addition, applicants are expected to maintain internal Procurement Policies and Procedures that are followed within their organization.

Public Services

To provide or apply for a Public Service Program, the applicant must be a public agency or nonprofit organization.

Housing Activities

Programs that assist individuals and households, including:

- Homeowner rehabilitation
- Rental housing assistance
- Lead-based paint hazard reduction

Race and Ethnicity Data Collection Requirement for CDBG

Programs funded with Community Development Block Grant (CDBG) funds may be required to collect and maintain race and ethnicity demographic information for beneficiaries served, in accordance with HUD reporting requirements and federal nondiscrimination regulations.

Subrecipients must collect, maintain, and report beneficiary demographic data, including race and ethnicity information, for applicable CDBG-funded activities and service categories as required by DCHD and HUD. Documentation must be maintained in the program file and made available for monitoring, reporting, or audit purposes upon request.

Verification of Non-Profit Status

Non-profit agencies must submit documentation verifying active non-profit status at the inception of the NOFA process, including:

- The IRS determination letter confirming 501(c)(3) tax-exempt status.
- A completed and signed Assurance of Applicant Eligibility for Non-Profit Organizations, if required by DCHD.

Unique Entity ID & System of Award Management (SAM) Verification

Applicants must provide their Unique Entity ID and SAM.gov record status to confirm eligibility and debarment status before funding consideration, and throughout the service period DCHD will recertify compliance before executing any contract. Agency may not be federally suspended, excluded, or debarred.

Application Cycle

The Department of Community and Human Development (DCHD) serves as the grantee and administrator for funding received from the U.S. Department of Housing and Urban Development (HUD), the Texas Department of Housing and Community Affairs (TDHCA), and other applicable funding sources.

Organizations seeking funding through DCHD programs must also meet all applicable federal, state, and local eligibility requirements. Applicants should also demonstrate how the proposed program or project aligns with identified community needs and applicable funding priorities.

Information related to the City's Consolidated Needs Assessment (CNA), Consolidated Plan (ConPlan), and Annual Action Plan is available for public review at:

https://www.elpasotexas.gov/community-and-human-development/nofa-forms-and-notices/

The City's Strategic Plan can be accessed at:

https://www.elpasotexas.gov/government/strategic-planning

These documents collectively outline the City's housing and community development priorities, funding strategies, and annual implementation activities.

DCHD Funding Administration

DCHD is responsible for administering subrecipient funds and for ensuring compliance with applicable federal, state and local requirements, as well as the policies and procedures outlined in this document.

Funding recommendations and allocations are based on available funding, community needs, program performance, and applicable regulations. Funding amounts are projections and may be adjusted by DCHD as necessary to comply with funding requirements or program priorities.

The DCHD Director may approve administrative exceptions to these policies and procedures when permitted under applicable regulations.

Multi-Year Funding Cycles

Three Year Cycle

Beginning in FY 2027, Public Services and Public Facilities projects will operate on a three-year funding cycle to support long-term planning, program stability, and effective use of funds.

For Public Services programs, continuation of funding beyond the initial year is contingent upon:

- Availability of funding from the awarding agency
- Satisfactory program performance
- Timely expenditure of funds
- Compliance with applicable requirements

Programs that do not meet performance or spending expectations may be reduced, discontinued, or determined ineligible for renewal funding. Additional program-specific requirements, deadlines, application instructions, and scoring criteria will be published in the applicable Notice of Funding Availability (NOFA) for each funding opportunity. Applicants should carefully review the NOFA that applies to their proposed program or project.

Tentative Application Timeline

DCHD publishes a Tentative Application Timeline annually for each funding cycle. The timeline identifies anticipated application and funding-related activities that occur throughout the planning and funding process. Applicants should refer to the applicable NOFA and DCHD communications for specific dates and updates. Dates are subject to change.

Phase	Description
Community Needs Assessment/Planning	DCHD reviews community needs and funding priorities for the upcoming program year (done as needed).
NOFA Release	DCHD releases the applicable NOFA and application instructions.
Pre-Application Workshop/Training/Technical Assistance	DCHD may offer optional information workshops, office hours, or technical assistance opportunities for prospective applicants.

Letter of Intent (LOI) Submission Period	Applicants submit a Letter of Intent (LOI) for DCHD to review basic eligibility of potential applicant.
LOI Eligibility Review	DCHD reviews LOIs to determine whether proposed activities may proceed to the full application phase.
Eligibility Notification	Applicants are notified whether they are eligible to submit a full application.
Application Mandatory Training	Applicants must attend the mandatory application training to be eligible to apply for funding. Failure to attend will result in the application not being accepted for review.
Full Application Submission	Eligible applicants submit the full application and required attachments.
Application Review and Scoring	Technical Advisory Review Panel (TARP) review applications submitted.
Preliminary Score Notification	Applicants are notified of preliminary scores (application score + agency credit score) and next steps, if applicable.
Oral Presentations, if applicable	Selected applicants may present their proposal and answer questions from reviewer(s). The oral presentation must be directly based on the original application submission. No additional information may be presented.
Final Funding Recommendation	DCHD develops funding recommendations based on scores, community needs, funding availability, and regulatory requirements.
City Council Approval	Final funding recommendations are presented to City Council for approval.
Contracting	Approved applicants complete contract requirements prior to the start of funding.

Technical Advisory Review Panel (TARP)

Applications will be evaluated by a Technical Advisory Review Panel (TARP) consisting of DCHD staff, City staff, and/or subject matter experts. The panel is to ensure a fair, transparent, and consistent evaluation of all applications submitted for funding under the City's Programs. The TARP shall evaluate applications based on published criteria, applicable federal requirements, and the goals and priorities identified in the City's Consolidated Plan.

Panel members are selected based on professional expertise and neutrality for each funding cycle. All reviewers are required to complete conflict of interest disclosures prior to participating in the review process.

Agency Credit Score

DCHD utilizes an Agency Credit Score to evaluate the past performance of previously funded agencies. The score is intended to measure an agency's overall reliability, compliance, responsiveness, and ability to successfully administer funded programs. Agency Credit Scores are developed following the completion of a program year and are considered as part of future funding evaluations. Scores are available upon request by contacting DCHD. The Agency Credit Score is based on a 500-point scale and the following factors:

- Timeliness, completeness, and accuracy of programmatic and fiscal reporting, including reimbursement requests
- Responsiveness to DCHD requests, communications, and monitoring activities
- Budget management and the ability to operate programs within approved budgets
- Compliance history, including any monitoring findings or unresolved concerns
- Program performance, including achievement of proposed outcomes and expenditure rates
- Contract execution and overall implementation of funded activities

Agency Credit Scores are based on the overall performance of previously funded projects administered under the same organization. In determining whether multiple organizations, entities, or programs will be treated as a single agency for purposes of evaluating performance history and applying an Agency Credit Score, DCHD considers factors including, but not limited to:

- Unique Entity ID (UEI)
- Employer Identification Number (EIN)
- Organizational leadership
- Shared administrators or decision-makers
- Corporate or organizational structure

Organizations operating under multiple names, affiliated entities, or substantially similar leadership or management structures may be evaluated as a single agency for purposes of

determining performance history and Agency Credit Score applicability.
This process is intended to promote accountability, protect public funds, and support fair and consistent funding decisions.

Agency Credit Score and Semi-Automatic Renewal Process

The Agency Credit Score will be used annually to quantify past performance based on the most recently completed program year. This score serves as a key metric in evaluating an agency's effectiveness and accountability.

The Agency Credit Score will also play a role in determining eligibility for semi-automatic funding renewals each year. However, since the first year in the new cycle will not be fully completed at the time funding decisions must be made for the following year, an alternative approach will be applied to ensure fair and consistent evaluations.

For programs eligible for semi-automatic renewal, the following standards must apply:

- **Annual-Performance-Requirement** To qualify for continued funding, an agency must have achieved a minimum Credit Score of 350 out of 500 (70%) for the most recently completed program year.
- **Mid-Year-Performance-Check** - Agencies must meet a 50% threshold for both spending and programmatic goals for all programs currently funded by the six-month mark of the current funding year.

These measures ensure that agencies receiving ongoing support maintain strong performance and demonstrate progress toward their programmatic and financial commitments.

Agency Credit Scoring for Overdue or Open Projects

Agencies with projects that remain open beyond their scheduled or anticipated completion date shall still be subject to evaluation under the Agency Credit Score process. In such cases, performance shall be assessed based on all available programmatic, fiscal, and compliance data associated with the most recently completed program year and/or the most recent substantially completed period of performance. The existence of an open or delayed project shall not exempt an agency from scoring consideration.

DCHD shall assign an Agency Credit Score based on documented performance, including timeliness, expenditure rates, compliance with contractual requirements, responsiveness to Department requests, and achievement of approved program outcomes. Where a project remains open due to delays, extensions, or incomplete closeout, DCHD may consider such factors in the scoring determination, including any history of late closeouts or outstanding compliance issues.

This process is intended to ensure that agencies are evaluated consistently based on performance and accountability, regardless of project closeout status.

Key Requirements

The full application packets, including all required attachments, will be provided to those programs deemed eligible to apply after submission of the LOI. The City of El Paso has a fiscal responsibility to ensure that subrecipients selected for funding abide by all rules and regulations established by the Federal government and that they are complying for the entirety of their funding cycles, as this will have a direct effect on the total Federal funds received by the City.

Unless otherwise stated in the applicable NOFA, the following process generally applies to Public Services, Public Facilities, Volunteer Housing Rehabilitation, ESG, HOPWA, HHSP and other local funding opportunities.

Application Review and Funding Process

Step 1: Pre-Application Training Workshop

Prior to the Letter of Intent (LOI) submission period, DCHD will conduct a Pre-Application Training Workshop for organizations interested in applying for funding.

The purpose of the workshop is to provide prospective applicants with general information regarding available funding opportunities, eligibility requirements, program expectations, application procedures, and applicable federal, state, and local requirements.

The workshop may also provide an opportunity for applicants to:

- ❖ Ask questions regarding funding opportunities and eligibility
- ❖ Receive general technical assistance related to the application process
- ❖ Better understand program requirements and funding priorities
- ❖ Determine whether a proposed program or project is an appropriate fit for the funding opportunity prior to submitting an LOI

Participation in the workshop is encouraged but is not required unless otherwise stated in the applicable NOFA. DCHD may conduct workshops in person, virtually, or through other formats determined appropriate by DCHD.

Step 2: Letter of Intent (LOI) Submission and Eligibility Review

The LOI is required before submission of a full application. The purpose of the LOI is to assist DCHD in determining whether a proposed program or project is eligible under the applicable funding source before the applicant invests time in preparing a full application.

Applicants submit an LOI describing the proposed program or project. DCHD reviews the LOI to determine whether the proposal is eligible to proceed to the full application stage.

LOI review will include consideration of:

- Eligible applicant type (i.e. nonprofit organization under specific funding sources)
- Eligible activities or services is meeting a community need identified in the most current Community Need Assessment (CNA)
- Eligible population to be served
- Alignment with funding priorities
- Basic project or program feasibility
- Compliance with applicable federal, state, and local requirements

Submission of an LOI does not guarantee funding or approval to submit a full application. It only determines whether the proposal may proceed to the next phase of the process.

Once notified whether the project is eligible, applicants may submit a written appeal within three (3) working days of receiving notification. Please reference the appeals section of this document for specific details.

Step 3: Full Application Submission

Eligible applicants submit the full application and all required documentation by the published deadline.

Step 4: Application Review and Scoring

Applications are reviewed for completeness, eligibility, program quality, community impact, budget reasonableness, feasibility, and compliance with applicable requirements.

Each TARP member assigns an individual Application Score to each program application. An overall Application Score is then calculated by averaging the individual scores assigned by all TARP members.

Step 5: Preliminary Score Notification

Both the Agency Credit Score and the Application Score will be utilized to determine a Preliminary Application Score. The Agency Credit Score may result in the deduction of points on the Application Score using the scale below. Applicants

without an applicable Agency Credit Score will be evaluated based solely on the Application Score.

Evaluation Scale 500: Maximum Total Score	
Credit Score	**Score Card Deduction (-) Points**
450-500	0
400-449	5
350-399	10
300-349	15
250-299	20
200-249	25
150-199	30
0-149	35
This tool will not be used for new agencies (or certain questions will not be applied) Tool will be used to adjust application score card.	

Applicants are notified of their preliminary scores. For service projects, agencies receiving a preliminary score of 75% or higher advance to the oral presentation phase of the process. All facilities applicants are invited to participate in the oral presentation phase.

Step 6: Oral Presentations, if applicable

Invited applicants provide an oral presentation and respond to questions from the TARP review panel.

After oral presentations, TARP may revise their scores based on the presentation. If any scores are adjusted, the final applicant score is re-averaged and used as a basis for DCHD's funding recommendation.

Step 7: Final Scoring and Funding Recommendations

DCHD staff and leadership review the final application rankings and develop funding recommendations for presentation to City Council. The recommendation incorporates:

- ❖ Score rankings
- ❖ Community needs
- ❖ Regulatory requirements (e.g., ESG funding limitations)

Applicants are notified of the final funding recommendation via email once the review process is complete, and full scoring details are available upon request once all recommendation letters are delivered.

Step 8: City Council Approval

Funding recommendations for HUD and TDHCA are presented to City Council for approval. Funding is not final until approved by City Council and, when applicable, the federal or state funding agency. Final funding recommendations are approved by HUD and TDHCA.

Exit Conference

Applicants not recommended for funding may request a Technical Assistance Exit Conference with DCHD.

The purpose of the conference is to provide constructive feedback regarding the application and discuss opportunities to strengthen future submissions. Topics may include:

- Program design
- Application quality
- Compliance considerations
- Funding priorities
- Capacity-building opportunities

Appeal Process

Appeal of Letter of Intent (LOI)

Applicants may appeal a determination resulting from the review of their Letter of Intent (LOI) by submitting a written appeal to DCHD within three (3) working days of receipt of notification. Appeals submitted after the deadline will not be considered.

The appeal is limited to providing the applicant an opportunity to clearly state the basis for the appeal and demonstrate why the original determination was incorrect, based solely on the information submitted in the original LOI. No new, revised, or supplemental information may be submitted or considered.

All appeals must include:

- Identification of the specific determination or Reviewer Checklist item being challenged
- Reference to the applicable section(s) of the original LOI
- A clear explanation of how the submitted materials met the requirement

No additional documentation nor attachments will be accepted.

DCHD staff will review all timely appeals and issue a written determination within seven (7) working days from the date the written appeal is received by DCHD.

If an appeal is found to be valid, the determination will be corrected as appropriate. If denied, the applicant will receive a written explanation of the decision.

If the applicant disagrees with the appeal determination, the applicant may submit a written request for review to the DCHD Director. No new, revised, clarified, nor supplemental information shall be accepted or considered.

The Director's review shall not constitute a re-evaluation of the project proposal or submission of new information. The review shall be limited to determining whether an error, inconsistency, or deviation from established LOI review criteria or eligibility requirements occurred based solely on the original LOI submission, if applicable. The determination issued by the Director shall be final and not subject to further appeal or administrative review.

Appeal of Preliminary Score

Applicants may appeal their Preliminary Score by submitting a written appeal to DCHD within three (3) working days of receipt of notification. Appeals submitted after the deadline will not be considered.

The appeal shall constitute a formal request for re-review of the application's original submission. The re-review shall be conducted in its entirety for the identified scoring category and shall be based strictly on the contents of the original application as submitted. The review shall not be limited to individual questions, isolated responses, or selectively identified portions of a category. No new, revised, clarified, or supplemental information may be submitted or considered.

No additional documentation nor attachments will be accepted.

Applicants are limited to one (1) appeal of the Preliminary Score. No additional or subsequent appeals, requests for reconsideration, or resubmissions will be accepted or considered after the initial appeal determination has been issued. The appeal determination shall constitute the final administrative action regarding the Preliminary Score. DCHD staff will review all timely appeals and issue a written determination within seven (7) working days from the date the written appeal is received by DCHD.

Following the appeal review of the preliminary scoring, the Department shall update the applicable score in accordance with the appeal determination, replacing the original score as appropriate. The revised score may result in either an increase or a decrease and shall be used for final ranking and funding determinations.

Appeals shall only be permitted during the Letter of Interest (LOI) review and preliminary scoring stage of the competitive application process.

Upon completion of final scoring and funding recommendations, the competitive review process shall be considered administratively closed and final. This limitation is necessary to ensure a fair and equitable competitive process, avoid delays in funding decisions and program implementation, maintain established application and review timelines, and preserve the integrity, consistency, and finality of funding recommendations and approval decisions.

City Council

City Council retains the ultimate authority regarding funding for projects and programs covered by this document; however, HUD and TDHCA have final oversight and approval authority to ensure compliance with federal and state regulations. Funding recommendations initiated by DCHD staff are presented in draft form at a public hearing. In addition to this hearing, a 30-day public comment period allows the community to provide feedback, which is documented and considered for incorporation into the final Annual Action Plan submitted to HUD. The adopted Annual Action Plan must then be submitted to HUD 45 days before the start of the upcoming program year for final review and authorization.

For programs administered through TDHCA, DCHD submits a separate application to the funding agency in accordance with the applicable program requirements and deadlines. When awarded by TDHCA, City Council authorization is required for the City to enter into a contract with TDHCA.

Annual and Monthly Reporting

Consolidated Annual Performance Evaluation Report (CAPER) Reporting

DCHD shall prepare and submit the CAPER in accordance with HUD regulations, IDIS requirements, federal reporting guidance, and the CPP. The CAPER shall evaluate progress made toward the goals, objectives, priorities, and activities identified in the Consolidated Plan and Annual Action Plan during the applicable program year.

The CAPER may include, but is not limited to:

- Program accomplishments
- Expenditures and financial status
- Beneficiary and demographic data
- Performance outcomes
- Fair housing activities
- Homelessness activities
- Other information required by HUD

City of El Paso staff, subrecipients, and contractors shall cooperate in the collection, review, and submission of information necessary for completion of the CAPER.

DCHD shall prepare a Draft CAPER for public review prior to submission to HUD. A public notice announcing the availability of the Draft CAPER and public comment period shall be published in English and Spanish through methods determined appropriate by DCHD,

which may include the City website, newspaper publication, or other public notification methods consistent with the CPP.

The Draft CAPER shall be made available for public review for a minimum of fifteen (15) calendar days. During this period, members of the public may submit written comments, recommendations, or concerns regarding program performance, accomplishments, expenditures, and activities completed during the program year.

DCHD shall review and maintain all public comments received during the public comment period. Comments received may be incorporated into the final CAPER, when appropriate. A summary of public comments received, including comments not incorporated and the reason, may be maintained as part of the official CAPER record, when required by HUD.

The final CAPER shall be submitted to HUD no later than ninety (90) days following the end of the applicable program year, unless otherwise authorized or extended by HUD. DCHD may also present CAPER findings, accomplishments, and performance outcomes to City Council, advisory bodies, stakeholders, or the public, when applicable.

HUD periodically updates CAPER templates, IDIS reporting structures, and submission requirements. As a result, report formatting and organizational structure may vary between program years due to HUD system or template modifications.

DCHD shall maintain CAPER records and supporting documentation in accordance with applicable federal, state, and local record retention requirements.

HHSP Reporting Requirements

DCHD shall prepare and submit all required HHSP reports in accordance with 10 TAC Chapter 7, TDHCA guidance, contract requirements, and reporting deadlines.

Required HHSP reporting may include Monthly Performance Reports (MPRs), Monthly Expenditure Reports (MERs), reimbursement requests, HMIS reporting, expenditure reporting, performance reporting, and other reports required by TDHCA.

Monthly reports shall be submitted through the Housing Contract System no later than the last day of the month for the preceding reporting period, unless otherwise directed by TDHCA.

DCHD divisions, program staff, fiscal staff, subrecipients, contractors, and partner agencies shall cooperate in the collection, review, reconciliation, and submission of information necessary for completion of HHSP reporting requirements.

TDHCA may periodically revise HHSP reporting templates, reporting systems, submission procedures, performance measures, or administrative requirements. As a result, reporting formats and requirements may vary between program years or contract periods.

Failure to submit required reports or supporting documentation in accordance with TDHCA requirements may result in delayed reimbursements, suspension of payments, corrective action, contract conditions, or other actions permitted by TDHCA.

DCHD shall maintain HHSP reporting records and supporting documentation in accordance with applicable TAC requirements, TDHCA guidance, contract requirements, and record retention requirements.

Glossary

Agency Credit Score – A score developed by DCHD to evaluate an agency's past performance, including compliance, responsiveness, expenditure rates, and overall administration of previously funded programs.

Annual Action Plan (AAP) – The City's one year HUD plan identifying projects, activities, and funding priorities for the program year.

Application Score – The score assigned to an application based on the evaluation criteria established in the applicable NOFA and review process.

Area Median Income (AMI) – The median household income for a geographic area as determined annually by HUD and used to establish income eligibility limits.

At Risk of Homelessness – A person or family who is at imminent risk of losing their housing but has not yet become homeless, as defined by applicable program regulations.

Award Letter – A written notice issued by DCHD informing an applicant of a funding recommendation or funding decision.

Beneficiary – An individual, household, or population that receives a direct benefit from a funded activity or program.

Capital Improvement – Physical improvements or construction activities involving public facilities, infrastructure, or buildings.

Case Management – A coordinated process used to assess client needs, develop service plans, and connect individuals or families to services and resources.

Cash Match – Non-federal funds contributed by an organization to support eligible program costs when required by the applicable funding source.

Chronically Homeless – A person with a qualifying disability who has been continuously homeless for at least 12 months or has experienced repeated episodes of homelessness over time, as defined by HUD.

Community Development Block Grant (CDBG) – A HUD entitlement grant program that provides funding for community development activities benefiting low and moderate-income persons.

Community Needs Assessment (CNA) – A study or planning document used to identify community needs and funding priorities through data analysis, public input, and stakeholder engagement.

Comparable Database – A system used by domestic violence service providers in place of HMIS to protect the confidentiality of client information.

Conflict of Interest – A situation in which an individual or organization involved in the funding, administration, review, or oversight process may receive a personal or financial benefit from a funding decision or activity.

Consolidated Annual Performance and Evaluation Report (CAPER) – The City's annual HUD report summarizing program accomplishments, expenditures, and progress toward Consolidated Plan goals.

Consolidated Plan (Con Plan) – The City's five year HUD strategic plan establishing housing and community development priorities and funding strategies.

Continuum of Care (CoC) – A regional or local planning body responsible for coordinating housing and services funding for individuals and families experiencing homelessness.

Contract Term – The approved period during which funded activities and expenditures may occur.

Coordinated Entry System (CES) – A standardized process used by the Continuum of Care to assess, prioritize, and refer individuals and families experiencing homelessness to housing and services.

Department of Community and Human Development (DCHD) – The City of El Paso department responsible for administering federal, state, and local community development and housing programs.

Eligible Activity – An activity permitted under the applicable funding source and program regulations.

Emergency Shelter – A temporary facility that provides housing and supportive services to individuals or families experiencing homelessness.

Entitlement Grants – Annual formula-based grants awarded by HUD to eligible local governments to support community development, housing, and public service activities.

Environmental Review – A federally required review process to evaluate the environmental impacts of proposed projects before funds may be committed or expended.

Fair Housing – The legal right to housing free from discrimination based on protected characteristics under federal, state, or local law.

Funding Recommendation – A proposed funding amount or activity recommendation developed through the review process and presented for approval consideration.

Government Entity – A public agency, department, political subdivision, or other governmental instrumentality, including school districts and housing authorities.

Grant Agreement – A legally binding agreement between DCHD and a funded agency outlining program requirements, funding conditions, and performance expectations.

Homeless Management Information System (HMIS) – A secure data system used to collect, manage, and report information on individuals and families receiving homeless assistance services.

HOME Investment Partnerships Program (HOME) – A HUD program providing funding for affordable housing activities, including rehabilitation, rental housing, and homeownership assistance.

HOME-ARP – HUD funding provided under the American Rescue Plan to address homelessness and housing instability.

Housing First – A homeless assistance approach focused on quickly placing individuals and families into permanent housing without unnecessary barriers or preconditions.

Housing Opportunities for Persons With AIDS (HOPWA) – A HUD program providing housing assistance and supportive services for persons living with HIV/AIDS and their families.

Letter of Intent (LOI) – A preliminary submission used by DCHD to determine whether an applicant meets basic eligibility requirements before being invited to submit a full application.

Low-to-Moderate Income (LMI) – Households or persons whose income does not exceed HUD-established income limits for the area.

Match Requirement – The amount or percentage of non-federal contributions required by a funding source to support a funded activity or program.

Memorandum of Understanding (MOU) – A written agreement outlining the roles and responsibilities between two or more parties working collaboratively on a program or activity.

Monitoring – Oversight activities conducted by DCHD to evaluate compliance with program requirements, financial management standards, and performance obligations.

National Objective – A federally required CDBG purpose that funded activities must meet, such as benefiting low-to-moderate income persons, preventing slum and blight, or addressing urgent community needs.

Notice of Funding Availability (NOFA) – A public notice issued by DCHD announcing the availability of funding, eligible activities, application requirements, and submission deadlines.

Oral Presentation – A presentation provided by invited applicants as part of the review process to further explain the proposed program, project, or application and respond to TARP questions.

Permanent Supportive Housing (PSH) – Long-term housing combined with supportive services for individuals or families experiencing chronic homelessness or disabilities.

Preliminary Score – The initial score assigned to an application during the review process before oral presentations or funding recommendations, if applicable.

Program Income – Gross income generated from the use of grant funds, as defined by the applicable funding regulations.

Public Services – Activities that provide direct services to individuals or households, such as homelessness services, childcare, food assistance, transportation, or mental health services.

Rapid Re-Housing (RRH) – Short-term financial assistance and case management services designed to quickly move individuals and families experiencing homelessness into permanent housing.

Recipient – The City of El Paso DCHD, which receives funds directly from HUD or another funding agency through an executed grant agreement.

Reimbursement Request – A request submitted by a subrecipient agency for repayment of eligible expenses incurred under an approved grant agreement.

Scope of Work – A detailed description of the activities, services, deliverables, and performance expectations under a funded project or program.

Subrecipient Agency – An agency that receives funding from the Recipient (DCHD) and provides eligible services, activities, or programs in accordance with the funding agreement.

Supportive Services – Services that assist individuals or families in achieving housing stability or improving quality of life, including case management, transportation, employment assistance, or behavioral health services.

Technical Advisory Review Panel (TARP) – A panel established by DCHD to review, evaluate, and score funding applications based on the criteria established in the applicable NOFA and review process.

Texas Department of Housing and Community Affairs (TDHCA) – The state agency responsible for administering various housing and community development programs in Texas.

Unique Entity ID (UEI) – A federally assigned identifier required for entities applying for or receiving federal funding.

Very Low Income (VLI) – Households whose income does not exceed 50% of Area Median Income, as defined by HUD.

File #: 26-0757, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Community and Human Development, Nickole Rodriguez, (915) 212-1673
Community and Human Development, Abraham Gutierrez, (915) 212-1658

AGENDA LANGUAGE:

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

Discussion and action on a Resolution authorizing the City Manager to sign all contracts, contract amendments and related documents between the City of El Paso and the State of Texas to receive a projected $ 480,471 in 2026-2027 Homeless Housing and Services Program (HHSP) funds from the Texas Department of Housing & Community Affairs (TDHCA); and authorizing the Director of the Department of Community and Human Development (DCHD) to sign all contracts, amendments and related documents between the City of El Paso and agencies receiving sub-awards of 2026-2027 HHSP funds from the City, as well as all certifications, performance reports, and other related documents.

City of El Paso Agenda Summary Form

Submitted On: Jun 5, 2026, 01:01PM EDT

City Clerk

Department / Council Office	Community and Human Development
Agenda Date	June 23, 2026
Public Hearing Date	June 23, 2026
Email of User Submitting Form	VargasJ1@elpasotexas.gov
Contact Person	Nickole Rodriguez 915-212-1673
2nd Contact Person	Abraham Gutierrez 915-212-1658
District(s) Affected	All Districts
Agenda Item	Discussion and action on a resolution authorizing the City Manager to sign all contracts, contract amendments and related documents between the City of El Paso and the State of Texas to receive a projected $ 480,471 in 2026-2027 Homeless Housing and Services Program (HHSP) funds from the Texas Department of Housing & Community Affairs (TDHCA); and authorizing the Director of the Department of Community and Human Development (DCHD) to sign all contracts, amendments and related documents between the City of El Paso and agencies receiving sub-awards of 2026-2027 HHSP funds from the City, as well as all certifications, performance reports, and other related documents.
Issue Statement	Action on a resolution authorizing the City Manager to sign all contracts, contract amendments and related documents between the City of El Paso and the State of Texas to receive a projected $ 480,471 in 2026-2027 Homeless Housing and Services Program (HHSP) funds from the Texas Department of Housing & Community Affairs (TDHCA).
Background	In 2009, funding for the Homeless Housing and Services Program (HHSP), a program administered by the Texas Department of Housing & Community Affairs (TDHCA), was established by the Texas State Legislature to address the needs of persons and families experiencing homelessness, or at risk of becoming homeless. The 2026-2027 formula allocation for El Paso in general HHSP funds is projected to be $352,693. These general HHSP funds will be awarded to non-profit agencies providing homeless prevention, homeless assistance, and case management services. The City of El Paso is also projecting a supplemental set-aside of $127,778 specifically to support efforts to address youth homelessness. Those activities include homeless assistance and case management for youth ages 24 and below.
Council Options	1. Approve Resolution 2. Decline Resolution and provide recommendations.
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	The department annually collects stakeholder feedback through Community Needs Assessment where addressing Homelessness has been a priority area for the last 4 years.
Related City Policies	N/A
Prior Council Action	Prior Council action was 7/22/2025, to authorize the City Manager to sign all contracts, contract amendments, and related documents between the City of El Paso and the State of Texas to receive an allocation in 2025-2026 Homeless Housing and Services Program (HHSP) funding from the Texas Department of Housing and Community Affairs (TDHCA). Resolution also authorized the Director of the Department of Community and Human Development (DCHD) to sign all contracts, amendments, and related documents between the City and agencies receiving the sub-awards of the 2025-2026 HHSP funds, as well as required certifications, performance reports, and related documentation.
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	Allocated funding $480,471, in HHSP funds from TDHCA.
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Jessica Vargas 915-212-1682 VargasJ1@elpasotexas.gov

RESOLUTION

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

WHEREAS, the City Of El Paso has been allocated by TDHCA General Revenue Funds in the amount of $480,471 to award to the Department of Community and Human Development (DCHD) under 2026-2027 HHSP funding to be executed under two contracts; one contract for general HHSP funds totaling $352,693 for homelessness prevention, homeless assistance and case management salaries; the other for youth set aside funds totaling $127,778 for homeless assistance and case management. The period of both contracts to run through August 31st, 2027; and

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

1. That the City Manager be authorized to sign all contracts, contract amendments and related documents between the City of El Paso and the State of Texas for 2026-2027 HHSP funds; and

2. That the Director of the Department of Community and Human Development (DCHD) be authorized to sign all contracts, amendments and related documents between the City of El Paso and agencies receiving sub-awards from the City (Sub-Grantee Agencies) for 2026-2027 HHSP funds, as well as all certifications, performance reports, and related documents for TDHCA and Sub-Grantee Agencies.

APPROVED this _____ day of _____, 2026.

CITY OF EL PASO

Renard U. Johnson
Mayor, City of El Paso

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russell T. Abeln
Russell Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

Nickole H. Rodriguez
Nickole Rodriguez, Director
Community and Human Development

File #: 26-0765, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

City Attorney's Office, Oscar Gomez, (915) 212-0033

AGENDA LANGUAGE:

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

Application of El Paso Electric Company to Amend its Certificate of Convenience and Necessity to replace the existing Eddy High-Voltage Direct Current Tie; PUC#59836; Utility-90 (551.071)

File #: 26-0766, **Version:** 1

CITY OF EL PASO, TEXAS
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City Attorney's Office, Oscar Gomez, (915) 212-0033

AGENDA LANGUAGE:

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Application of El Paso Electric Company to Amend Its Certificate of Convenience and Necessity for a 366 MW Natural Gas Generation Facility - PUC#59076; HQ#UTILITY-74 (551.071)

File #: 26-0767, **Version:** 1

CITY OF EL PASO, TEXAS
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City Attorney's Office, Roberta Brito, (915) 212-0033
Capital Improvement Department, Joaquin Rodriguez, (915) 212-0066

AGENDA LANGUAGE:

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Discussion on purchase, exchange, lease, or value of real property in Northwest El Paso. HQ 26-6662 (551.071) (551.072)

File #: 26-0769, **Version:** 1

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City Attorney's Office, Evan D. Reed, (915) 212-0033

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Joseph Pickett v. City of El Paso; Cause No.:2024DCV5250 (551.071)

File #: 26-0770, **Version:** 1

CITY OF EL PASO, TEXAS
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City Attorney's Office, Evan D. Reed, (915) 212-0033

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Daniel Villegas v. CoEP et. al; Cause No. 3:15-cv-386 (551.071)