Renard U. Johnson
Mayor

Dionne Mack
City Manager

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

AGENDA FOR THE REGULAR COUNCIL MEETING

April 14, 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: 510-475-331#

Notice is hereby given that a Regular Meeting of the City Council of the City of El Paso will be conducted on April 14, 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: 510-475-331#

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

Coach Wally Hartley PK-8 School at the Invitation of City Representative Deanna Maldonado-Rocha.

Paloma Weisiger
Cayson Johnson
Harper Wine
Aurora Daniel
Ian Menchin
Darwin Pimentel
Vince Bernal
Valentina Castro
Aliyah Lacka
Kaylee Vu
Isabella Salas
Lux Arenas
Kaylee Cueto
Keanu Curtis

MAYOR'S PROCLAMATIONS

Desert Conference of Texas and Gala Days Convocation

Guardians of the Children- Sun City Chapter Day

City of Socorro 40th Anniversary of Incorporation Day

Mission: Save the Earth Month

Sexual Awareness Month 2026

10:00 A.M. ROLL CALL

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

INVOCATION BY EL PASO POLICE SENIOR CHAPLAIN DAVID MAYFIELD

PUBLIC COMMENT ON CONSENT AGENDA AND REGULAR AGENDA ITEMS

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

Members of the public may choose to comment at 10:00 a.m. or at the time the item is heard,

but not both.

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

Call to the Public will begin at 10:00 a.m. Requests to speak must be received by 9:00 a.m. on the date of the meeting. Sixty minutes in total will be devoted for Call to the Public. This time is reserved for members of the public who would like to address the City Council on items that are not on the City Council Agenda.

NOTICE TO THE PUBLIC

All matters listed under the CONSENT AGENDA, including those on the Addition to the Agenda, will be considered by City Council to be routine and will be enacted by one motion unless separate discussion is requested by Council Members. Prior to the vote, members of the audience may ask questions regarding items on the consent agenda. When the vote has been taken, if an item has not been called out for separate discussion, the item has been approved. Council may, however, reconsider any item at any time during the meeting.

CONSENT AGENDA - APPROVAL OF MINUTES:

1. Approval of the Minutes of the Regular City Council Meeting of April 1, 2026, and the Work Session of March 30, 2026. **26-0467**

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 Mayor Renard U. Johnson from the April 14, 2026 City Council Meeting. **26-0047**

CONSENT AGENDA - RESOLUTIONS:

3. A Resolution that the closure of right-of-way within the City of El Paso for the Sol Summit from 5:00pm on Thursday, April 30,2026 to 8:00 am on Monday, May 4, 2026, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement for The Temporary Closure of State Right Of Way (Form TEA30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of Mesa Street between Franklin Street and Mills Avenue upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30A agreement between the City of El Paso and State of Texas Department of Transportation. **26-0447**

Applicant: Rave Marketing & Events LLC - Gina Roe-Davis
Case Number: CSEV25-00222

District 8
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Armida R. Martinez, (915) 212-1605

4. A Resolution that the closure of right-of-way within the City of El Paso for the Badass Human Race 2026 from 5:30 am on Sunday , May 31, 2026 to 1:00 pm on Sunday, May 31, 2026, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for a portion of Mesa Street and Texas Avenue upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30A agreement between the City of El Paso and State of Texas Department of Transportation. **26-0454**

Applicant: Nahum Avila
Case Number: CSEV26-00005

District 8
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Armida R. Martinez, (915) 212-1605

5. A Resolution that the closure of right-of-way within the City of El Paso for the Badass Human Race 2026 from 7:00 am on Saturday , May 30, 2026 to 5:00 pm on Sunday, May 31, 2026, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for a portion of Mesa Street between Franklin Street and Texas Avenue upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30A agreement between the City of El Paso and State of Texas Department of Transportation. **26-0455**

Applicant: Nahum Avila
Case Number: CSEV26-00024

District 8
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Armida R. Martinez, (915) 212-1605

6. A Resolution that the City Manager, or designee, be authorized to sign an Agreement for Professional Services by and between the City of El Paso, and LEC Engineering, Inc, dba LOI Engineers, a Domestic For-Profit Corporation, **26-0442**

for a project known as “2026-0189R Geotechnical & Material Testing Services for the All-Abilities Playground Project” for an amount not to exceed $79,241.60.

District 7
Capital Improvement Department, Yvette Hernandez, (915) 212-0065
Capital Improvement Department, Javier Acosta, (915) 212-0065

CONSENT AGENDA - SPECIAL APPOINTMENT:

7. That City Council Representative, Deanna Maldonado-Rocha be appointed as a City Representative to the Metropolitan Planning Organization’s Transportation Policy Board to replace City Council Representative, Josh Acevedo, effective immediately. **26-0468**

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

CONSENT AGENDA - BOARD RE-APPOINTMENTS:

8. Benjamin Avalos to the Parks and Recreation Advisory Board by Representative Cynthia Boyar Trejo, District 4. **26-0471**

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

9. Juan Uribe to the City Plan Commission by Representative Ivan Niño, District 5. **26-0478**

Members of the City Council, Representative Ivan Niño, (915) 212-0005

10. Francie McIntosh to the City Accessibility Advisory Committee by Representative Alejandra Chávez, District 1. **26-0480**

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

CONSENT AGENDA - BOARD APPOINTMENTS:

11. Antonio Morales to the Building and Standards Commission by Representative Cynthia Boyar Trejo, District 4. **26-0469**

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

CONSENT AGENDA - BEST VALUE PROCUREMENTS:

12. The award of Solicitation 2026-0086 Floor Stripping & Waxing Services to Ace Government Services, LLC., for an initial term of three (3) years for an estimated amount of $900,000.00. The award also includes a two (2) year option for an estimated amount of $600,000.00. The total contract time is for five (5) years for a total estimated amount of $1,500,000. **26-0462**

Department:	Parks and Recreation
Award to:	Ace Government Services, LLC.
City & State:	El Paso, TX

Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	$300,000.00
Initial Term Estimated Award:	$900,000.00
Option Term Estimated Award:	$600,000.00
Total Estimated Award	$1,500,000.00
Account(s)	451-1000-51230-522060-P5106
	451-1000-51260-522060-P5111
	451-1000-51270-522060-P5114
	451-1000-51295-522060-P5116
	451-1000-51240-522060-P5108
Funding Source(s):	General Fund
District(s):	All

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

The Purchasing & Strategic Sourcing and Parks and Recreation departments recommend award as indicated to Ace Government Services, LLC. the highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

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

13. The award of Solicitation 2026-0084 Extermination Services to El Valle Pest Control, LLC for an initial term of three (3) years for an estimated amount of $83,457.00. The award also includes a two (2) year option for an estimated amount of $55,638.00. The total contract time is for five (5) years for a total estimated amount of $139,095.00. **26-0463**

Department:	Parks and Recreation
Award to:	El Valle Pest Control, LLC
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	$27,819.00
Initial Term Estimated Award:	$83,457.00
Option Term Estimated Award:	$55,638.00
Total Estimated Award	$139,095.00

Account(s)	451-1000-51230-522200-P5106 451-1000-51240-522200-P5108 451-1000-51260-522200-P5111 451-1000-51270-522200-P5114 451-1000-51295-522200-P5116
Funding Source(s):	General Fund
District(s):	All

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

The Purchasing & Strategic Sourcing and Parks & Recreation departments recommend award as indicated to El Valle Pest Control, LLC the highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

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

CONSENT AGENDA - REQUEST FOR PROPOSAL:

14. The award of Solicitation 2026-0132R Public Health Accreditation Consultant to Ascendient Healthcare Advisors, Inc., for an initial term of one (1) year for an estimated amount of $240,000.00. The award also includes a one (1) year option. The total contract time is for two (2) years for a total estimated amount of $240,000.00. **26-0460**

Department:	Public Health
Award to:	Ascendient Healthcare Advisors, Inc.
City & State:	Chapel Hill, NC
Item(s):	All
Term:	1 Year
Option Term:	1 Year
Total Contract Time:	2 Years
Annual Estimated Award:	$240,000.00
Term Estimated Award:	$240,000.00
Option Term Estimated Award:	NA
Total Estimated Award	$240,000.00
Account(s)	341-2140-41330-522150-G4126A2WRK
Funding Source(s):	Public Health Grants
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 Ascendient Healthcare Advisors, Inc., 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. 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.

15. An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Martin Armendariz, for the purchase price of $345,000.00; such real property legally described as a portion of Tracts 9 and 10, Bootheville No. 2, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Volume 5, Page 54, Plat Records of El Paso County, Texas. **26-0434**

District 7
Real Estate Division, Mary Lou Espinoza, (915) 212-0825
Real Estate Division, Mandy Contreras, (915) 212-1874

PUBLIC HEARING WILL BE HELD ON APRIL 28, 2026

16. An Ordinance amending Title 12 (Vehicles & Traffic), Chapter 12.54 (Towing Regulations and Fees) to amend Section 12.54.040 (Penalty) to add additional penalty sections and add Section 12.54.070 (Violations) to prohibit soliciting of towing businesses at the scene of traffic accidents; The penalty as provided by Section 12.54.040 (Penalty) of the City Code. **26-0446**

All Districts
Police, Executive Assistant Chief Victor Zarur, (915) 212-4303

PUBLIC HEARING WILL BE HELD ON APRIL 28, 2026

17. An Ordinance granting Special Permit No. PZST25-00013, to allow for a side setback reduction on the property described as Lot 20, Block 52, Indian Ridge Unit 11, 3305 Hiawatha Dr., City of El Paso, El Paso County, Texas, pursuant to Section 20.04.260 of the El Paso City Code and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. **26-0438**

Subject Property: 3305 Hiawatha Dr.
Applicant: Vista del Sol Architectural
Case Number: PZST25-00013

District 6
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Blanca Perez, (915) 212-1561

PUBLIC HEARING WILL BE HELD ON MAY 12, 2026

18. An Ordinance changing the zoning of all of Lots 1-16 and 21-32, and the Vacated Alley in Block 72, Cotton Addition, 210 Lee Street, City of El Paso, El Paso County, Texas from M-1 (Light Manufacturing) to C-4 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code. **26-0449**

Subject Property: 210 Lee Street
Applicant: Rescue Mission of El Paso Inc.
Case Number: PZRZ25-00020

District 8
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Jose Beltran, (915) 212-1607

PUBLIC HEARING WILL BE HELD ON MAY 12, 2026

19. An Ordinance vacating a portion of a 60 foot road out of O.A. Danielson Survey No. 310, City of El Paso, El Paso County, Texas. **26-0461**

Subject property: West of Zaragoza Rd. and North of Interstate 10 Hwy.
Applicant: Jorge Sanchez
Case Number: SURW25-00012

District 6
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Saul A. Fontes, (915) 212-1606

PUBLIC HEARING WILL BE HELD ON APRIL 28, 2026

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

20. An Ordinance authorizing the conveyance of real property owned by the city of El Paso to MEP Electric Contracting Inc, for the purchase price of $22,000.00; such real property legally described as Lot 11, Block E, Santa Fe Addition, an addition to the City of El Paso, El Paso County, Texas. [POSTPONED FROM **26-0309**

04-01-2026]

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

21. An Ordinance authorizing the conveyance of real property owned by the city of El Paso to MEP Electric Contracting Inc., for the purchase price of $22,000.00; such real property legally described as Lot 10, Block E, Santa Fe Addition, an addition to the City of El Paso, El Paso County, Texas. [POSTPONED FROM 04-01-2026] **26-0310**

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

22. An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Victor Hugo Duran Salcedo and Maricruz Moreno Sanchez, for the purchase price of $39,228.00; such real property legally described as Lots 14 and 15, Block 3, Map of Hughes Subdivision out of Block 2, Alameda Acres, an addition to the City of El Paso, El Paso County, Texas. **26-0384**

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

23. An Ordinance amending Title 12 (Vehicles and Traffic) to add Chapter 12.57 (Electronically Operated Parking Control Systems), of the El Paso City Code to perform the following: add Section 12.57.010 Definitions, Section 12.57.020 Imposition and Amount of Civil Penalty, Section 12.57.030 Enforcement and Procedures, Section 12.57.040 Administrative Adjudication Hearing, Section 12.57.050 Affirmative Defenses, Section 12.57.060 Appeal, and Section 12.57.070 Enforcement of Judgement; the penalty as provided in Section 12.57.030. **26-0420**

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

24. An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV - Speed Limits), Subsection H (Forty-Five Miles Per Hour), to Delete Item: 14. McCombs Street from Dyer Street to Dalhart Drive, and to add Item: 40. McCombs Street from Dyer Street to a point 3.70 miles North of Dyer Street; and an Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV - Speed Limits), Subsection J (Fifty-Five Miles Per Hour), to delete Item: 5. McCombs Street from Dalhart Drive to its terminus at FM 3255, and to add Item: 10. McCombs Street from a point 3.70 miles North of Dyer Street to Stan Roberts Sr. Road. The penalty as provided in 12.84.010 of the El Paso City Code. **26-0394**

District 4
Streets and Maintenance, Randy Garcia, (915) 212-7005
Streets and Maintenance, Joshua Lerma, (915) 212-7049

REGULAR AGENDA – INTRODUCTION AND PUBLIC HEARINGS OF ORDINANCES:

25. An Ordinance authorizing the issuance of City of El Paso, Texas, General Obligation Bonds, in one or more series, in an aggregate amount not to exceed $71,140,000; levying a continuing direct annual ad valorem tax for the payment of such Bonds; and resolving other matters which are necessary to effectuate such issuance, including the delegation of matters relating to the sale and issuance of such Bonds to an authorized City official within certain specified parameters. **26-0448**

All Districts
City Manager's Office, Robert Cortinas, (915) 212-1067
Office of the Comptroller, Margarita Marin, (915) 212-1174

26. An Ordinance authorizing the issuance of City of El Paso, Texas, General Obligation Refunding Bonds, Series 2026, in one or more series, in an aggregate amount not to exceed $435,355,000, for debt service savings; levying a continuing direct annual ad valorem tax for the payment of such Bonds; and resolving other matters which are necessary to effectuate such issuance; including the delegation of matters relating to the sale and issuance of such Bonds to an authorized City official within certain specified parameters. **26-0450**

All Districts
City Manager's Office, Robert Cortinas, (915) 212-1067
Office of the Comptroller, Margarita Marin, (915) 212-1174

REGULAR AGENDA - OTHER BUSINESS:

27. Discussion and action on a Resolution authorizing the redemption of certain outstanding obligations of the City; directing authorized City officials to effectuate the redemption of such obligations; resolving other matters incident and related thereto; and providing an effective date. **26-0451**

All Districts
City Manager's Office, Robert Cortinas, (915) 212-1067
Office of the Comptroller, Margarita Marin, (915) 212-1174

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

28. Discussion and action to approve a Resolution that the City Council declares the expenditure of District 2 discretionary funds in an amount not to exceed $2,500.00 for costs related to the holding of the annual “Pride Event” in the City Hall parking lot along with Destination El Paso, and El Paso Sun City Pride on June 27, 2026. **26-0479**

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

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

29. Presentation and discussion by the Capital Improvement Department on the Capital Improvement Plan (CIP) Mid-Year update for active, programmed and completed capital projects for FY 2026 to include Quality of Life, Public Safety and Community Progress Bonds, and Capital Programs. **26-0443**

All Districts
Capital Improvement Department, Javier Acosta, (915) 212-0065

30. Presentation and discussion on a report by Forvis Mazars, LLP on the financial and grants audit of the City of El Paso ("City"). The report to the City Council will include the audit opinion regarding the City financial statements and a brief overview of the financial results for the City for the fiscal year that ended August 31, 2025. **26-0470**

All Districts
Office of the Comptroller, Margarita Marin, (915) 212-1174
City Manager's Office, Robert Cortinas, (915) 212-1067

REGULAR AGENDA - OTHER BUSINESS:

31. Discussion and action to approve a Resolution that the City Council approves the list of projects and planning activities for the 2022 Community Progress Bond Proposition C funds. **26-0439**

All Districts
Strategic and Legislative Affairs, Fernando Berjano, (915) 212-1299
Strategic and Legislative Affairs, Dora Hernandez, (915) 212-1299

32. Discussion and action on a Resolution authorizing the City Manager to sign a Non-Binding Memorandum of Understanding (MOU) by and between CITY OF EL PASO (City), the COUNTY OF EL PASO (County), and the DOWNTOWN DECK PLAZA FOUNDATION (DDPF) in support of an opportunity to incorporate structural elements and future-proofing infrastructure to support a deck plaza (Downtown Deck Plaza) over a portion of the Texas Department of Transportation Downtown 10 project. **26-0386**

District 8
Strategic and Legislative Affairs, Ian Voglewede, (915) 299-9409

33. Discussion and action on the award of Task Order #10A-1 for Solicitation 2025-0087 Horizontal On-Call, Cedar Grove Improvements to Amstar, LLC. for a total estimated award of $1,600,000.00. **26-0466**

District 3
Capital Improvement Department, Javier Acosta, (915) 212-0065
Capital Improvement Department, Manuel Aguilar, (915) 212-0065

34. Discussion and action on a Resolution that the City Manager, or designee, be authorized to effectuate a budget transfer **26-0477**

1. To allocate QOL investment interest for the Zoo portfolio: identified projects to meet Association of Zoo's and Aquarium (AZA) standards, Asia Forest

Complex and South American Pavilion; and transfer from project savings for Sea Lion exhibit upgrade.

2. To allocate QOL investment interest to Armijo Library, Clardy Fox Library, Doris Van Doren Library, Memorial Park Library, and Sergio Troncoso Library.

3. Transfer projects savings to Doniphan Dr. & Bird Avenue, and Doniphan Dr. & West Green Avenue traffic signalization projects.

Districts 1 and 2
Capital Improvement Department, Javier Acosta, (915) 212-1845
Office of Management and Budget, Sasho Andonoski, (915) 212-1092

EXECUTIVE SESSION

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

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

ADJOURN

NOTICE TO THE PUBLIC:

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

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

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

http://www.elpasotexas.gov/

File #: 26-0467, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Approval of the Minutes of the Regular City Council Meeting of April 1, 2026, and the Work Session of March 30, 2026.

RENARD U. JOHNSON
MAYOR

DIONNE MACK
CITY MANAGER

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

MINUTES FOR REGULAR COUNCIL MEETING

April 1, 2026
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:00 AM

……

9:00 A.M. PLEDGE OF ALLEGIANCE

Boy Scouts of America Troop 85 and Fire Station Lieutenant. Richard Gonzalez at the Invitation of City Representative Alejandra Chávez

Eagle Scout Adrian Vargas
Esai Gonzales
Luca Floyd
Kris Tarango
Gabriel Tarango
Isaac Tibuni
Angel Vargas
Lt. Richard Gonzalez (El Paso Fire Department 27)

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MAYOR'S PROCLAMATIONS

El Paso Science Festival 2026

National Community Development Week 2026

Autism Acceptance Month 2026

Child Abuse Prevention Month/Go Blue Day

National Public Health Week 2026

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10:00 AM ROLL CALL

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The City Council of the City of El Paso met on the above time and date. The meeting was called to order at 10:24 a.m. Mayor Renard Johnson was present and presiding, and the following Council Members answered roll call: Alejandra Chávez, Cynthia Boyar Trejo, Ivan Niño, Art Fierro, Lily Limón, and Chris Canales. Late arrivals: Deanna Maldonado-Rocha and 10:27 a.m., and Josh Acevedo joined virtually at 10:49 a.m. Early departures: Cynthia Boyar Trejo at 4:26 p.m., Josh Acevedo at 5:05 p.m., and Art Fierro at 6:00 p.m.

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INVOCATION BY REV. FR. MIGUEL BRISEÑO, OFM CONV.

PUBLIC COMMENT ON CONSENT AGENDA AND REGULAR AGENDA ITEMS

The following members of the public commented:

1. Ms. Jennifer Horsley commented on Item 28
2. Mr. Gustavo Mendoza commented on Items 28 and 29
3. Ms. Tamina Brighton commented on Items 28 and 29
4. Mr. Jose M. Landeros commented on Item 30
5. Mr. Jose Gaston Barriga commented on Item 30
6. Ms. Veronica Carbajal commented on Item 33
7. Mr. Saul Gonzalez commented on Item 33
8. Mr. John Lanahan commented on Item 36

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

The following members of the public commented:

1. Ms. Elizabeth Crawford
2. Mr. Jonathan Zayan
3. Mr. Ron Comeau
4. Ms. Claudia Contreras Siller
5. Mr. Jose Gaston Barriga
6. Ms. Patricia Osmond

NOTICE TO THE PUBLIC

*Motion made by Mayor Pro Tempore Chávez, seconded by Representative Boyar Trejo, and unanimously carried to **APPROVE, AS REVISED,** all matters listed under the Consent Agenda unless otherwise noted. (Items approved, postponed, or deleted pursuant to the vote on the Consent Agenda will be shown with an asterisk {*}.)

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

1. *Motion made, seconded, and unanimously carried to **APPROVE** the Minutes of the Regular City Council Meeting of March 17, 2026, and the Special Meeting of February 24, 2026.

CONSENT AGENDA – REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

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

CONSENT AGENDA – RESOLUTIONS:

3. **ITEMS 3 THROUGH 7 WERE TAKEN TOGETHER**

R E S O L U T I O N

WHEREAS, the City of El Paso (the "City") is eligible to apply for grant funding administered by the Public Safety Office of the State of Texas; and

WHEREAS, the El Paso City Council ("City Council") seeks to obtain grant funding through the grant application number 5897201 for the El Paso Police Department project identified as SHSP LETPA FY26 ("Grant"); and

WHEREAS, pursuant to 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 Council, through the City Manager, has authorized the Grants Administrator as the Authorized Official for purposes of compliance with grant application, administration, and reporting requirements imposed by the Public Safety Office of the State of Texas and other applicable state granting authorities, including the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

WHEREAS, the City acknowledges that, for purposes of compliance with grant requirements imposed by the Public Safety Office of the State of Texas and other applicable state granting authorities, a Financial Officer separate from the Authorized Official is required to administer grant-related financial and programmatic reporting functions on behalf of the City.

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

1. **THAT,** the City Council, through the City Manager, has authorized the Grants Administrator as the City's Authorized Official for purposes of compliance with grant application, administration, and reporting requirements imposed by the Public Safety Office of the State of Texas and other applicable state granting authorities, with the authority to apply, submit, accept, reject, alter, or terminate grant applications, agreements, and related documents on behalf of the City.

2. **THAT,** the Grants Administrator is authorized to apply for and submit to the Public Safety Office of the State of Texas, grant application number 589720 I, for the City of El Paso Police Department project identified as SHSP LETPA FY26 to provide financial assistance to the City of El Paso.

3. **THAT,** the City of El Paso shall provide all applicable matching funds for the Grant, if applicable.

4. **THAT,** in the event of loss or misuse of said grant funds, the City of El Paso agrees to return all such funds for said grant to the Public Safety Office of the State of Texas in accordance with applicable grant requirements.

5. **THAT,** the City Council, through the City Manager, hereby designates the Deputy Chief Financial Officer, Comptroller, as the City's Financial Officer for purposes of compliance with grant requirements imposed by the Public Safety Office of the State of Texas and other applicable state granting authorities, either of whom is authorized to submit financial and programmatic reports and to perform grant-related actions on behalf of the City.

BE IT FURTHER RESOLVED THAT, the City Council, through the City Manager, hereby designates the Grants Administrator, as the City's Authorized Official 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.

Ms. Patricia Osmond, citizen, commented.

Ms. Vivian Maguire submitted a statement to be entered into the record.

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

WHEREAS, the City of El Paso {the "City") is eligible to apply for grant funding administered by the Public Safety Office of the State of Texas; and

WHEREAS, the El Paso City Council {"City Council") seeks to obtain grant funding through the grant application number 5897301 for the El Paso Police Department project identified as SHSP Regular FY26-Modular Vehicle Barrier Soft Target Protection {"Grant"); and

WHEREAS, pursuant to 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 Council, through the City Manager, has authorized the Grants Administrator as the Authorized Official for purposes of compliance with grant application, administration, and reporting requirements imposed by the Public Safety Office of the State of Texas and other applicable state granting authorities, including the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

WHEREAS, the City acknowledges that, for purposes of compliance with grant requirements imposed by the Public Safety Office of the State of Texas and other applicable state granting authorities, a Financial Officer separate from the Authorized Official is required to administer grant-related financial and programmatic reporting functions on behalf of the City.

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

1. **THAT**, the City Council, through the City Manager, has authorized the Grants Administrator as the City's Authorized Official for purposes of compliance with grant application, administration, and reporting requirements imposed by the Public Safety Office of the State of Texas and other applicable state granting authorities, with the authority to apply, submit, accept, reject, alter, or terminate grant applications, agreements, and related documents on behalf of the City.

2. **THAT**, the Grants Administrator is authorized to apply for and submit to the Public Safety Office of the State of Texas, grant application number 5897301, for the City of El Paso Police Department project identified as SHSP Regular FY26-Modular Vehicle Barrier Soft Target Protection to provide financial assistance to the City of El Paso.

3. **THAT**, the City of El Paso shall provide all applicable matching funds for the Grant, if applicable.

4. **THAT,** in the event of loss or misuse of said grant funds, the City of El Paso agrees to return all such funds for said grant to the Public Safety Office of the State of Texas in accordance with applicable grant requirements.

5. **THAT,** the City Council, through the City Manager, hereby designates the Deputy Chief Financial Officer, Comptroller, as the City's Financial Officer for purposes of compliance with grant requirements imposed by the Public Safety Office of the State of Texas and other applicable state granting authorities, either of whom is authorized to submit financial and programmatic reports and to perform grant-related actions on behalf of the City.

BE IT FURTHER RESOLVED THAT, the City Council, through the City Manager, hereby designates the Grants Administrator, as the City's Authorized Official 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.

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

WHEREAS, the City of El Paso (the "City") is eligible to apply for grant funding administered by the Public Safety Office of the State of Texas; and

WHEREAS, the El Paso City Council ("City Council") seeks to obtain grant funding through the grant application number 5913701 for the El Paso Police Department project identified as SHSP-MATRIX Fusion Center FY26 ("Grant"); and

WHEREAS, pursuant to 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 Council, through the City Manager, has authorized the Grants Administrator as the Authorized Official for purposes of compliance with grant application, administration, and reporting requirements imposed by the Public Safety Office of the State of Texas and other applicable state granting authorities, including the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

WHEREAS, the City acknowledges that, for purposes of compliance with grant requirements imposed by the Public Safety Office of the State of Texas and other applicable state granting authorities, a Financial Officer separate from the Authorized Official is required to administer grant-related financial and programmatic reporting functions on behalf of the City.

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

1. **THAT,** the City Council, through the City Manager, has authorized the Grants Administrator as the City's Authorized Official for purposes of compliance with grant application, administration, and reporting requirements imposed by the Public Safety Office of the State of Texas and other applicable state granting authorities, with the

authority to apply, submit, accept, reject, alter, or terminate grant applications, agreements, and related documents on behalf of the City.

2. **THAT,** the Grants Administrator is authorized to apply for and submit to the Public Safety Office of the State of Texas, grant application number 5913701, for the City of El Paso Police Department project identified as SHSP-MATRIX Fusion Center FY26 to provide financial assistance to the City of El Paso.

3. **THAT,** the City of El Paso shall provide all applicable matching funds for the Grant, if applicable.

4. **THAT,** in the event of loss or misuse of said grant funds, the City of El Paso agrees to return all such funds for said grant to the Public Safety Office of the State of Texas in accordance with applicable grant requirements.

5. **THAT,** the City Council, through the City Manager, hereby designates the Deputy Chief Financial Officer, Comptroller, as the City's Financial Officer for purposes of compliance with grant requirements imposed by the Public Safety Office of the State of Texas and other applicable state granting authorities, either of whom is authorized to submit financial and programmatic reports and to perform grant-related actions on behalf of the City.

BE IT FURTHER RESOLVED THAT, the City Council, through the City Manager, hereby designates the Grants Administrator, as the City's Authorized Official 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.

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

WHEREAS, the City of El Paso (the “City”) is eligible to apply for grant funding administered by the Public Safety Office of the State of Texas; and

WHEREAS, the El Paso City Council (“City Council”) seeks to obtain grant funding through the grant application number 5893901 for the El Paso Fire Department project identified as FY 2026 SHSP LETPA Special Operations Multi-Discipline Regional Reaction Project (“Grant”); and

WHEREAS, pursuant to 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 Grant requires no matching funds by the City; and

WHEREAS, the City Council, through the City Manager, has authorized the Grants Administrator as the Authorized Official for purposes of compliance with grant application, administration, and reporting requirements imposed by the Office of the Governor of the State of Texas and other applicable state granting authorities, including the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

WHEREAS, the City acknowledges that, for purposes of compliance with grant requirements imposed by the Office of the Governor of the State of Texas and other applicable state granting authorities, a Financial Officer separate from the Authorized Official is required to administer grant-related financial and programmatic reporting functions on behalf of the City.

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

1. **THAT,** the City Council, through the City Manager, has authorized the Grants Administrator as the City's Authorized Official for purposes of compliance with grant application, administration, and reporting requirements imposed by the Office of the Governor of the State of Texas and other applicable state granting authorities, with the authority to apply, submit, accept, reject, alter, or terminate grant applications, agreements, and related documents on behalf of the City.

2. **THAT,** the Grants Administrator is authorized to apply for and submit to the Public Safety Office of the State of Texas, grant application number 5893901, for the City of El Paso Fire Department project identified as FY 2026 SHSP LETPA Special Operations Multi-Discipline Regional Reaction Project to provide financial assistance to the City of El Paso.

3. **THAT,** the City of El Paso shall provide all applicable matching funds for the Grant if applicable.

4. **THAT,** in the event of loss or misuse of said grant funds, the City of El Paso agrees to return all such funds for said grant to the Public Safety Office of the State of Texas in accordance with applicable grant requirements.

5. **THAT,** the City Council, through the City Manager, hereby designates the Deputy Chief Financial Officer, Comptroller as the City's Financial Officer for purposes of compliance with grant requirements imposed by the Office of the Governor of the State of Texas and other applicable state granting authorities, either of whom is authorized to submit financial and programmatic reports and to perform grant-related actions on behalf of the City.

BE IT FURTHER RESOLVED THAT, the City Council, through the City Manager, hereby designates the Grants Administrator, as the Authorized Official 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.

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

WHEREAS, the City of El Paso (the "City") is eligible to apply for grant funding administered by the Public Safety Office of the State of Texas; and

WHEREAS, the El Paso City Council ("City Council") seeks to obtain grant funding through the grant application number 5894601 for the El Paso Fire Department project identified as FY26 SHSP City of El Paso Office of Emergency Management Enhancement of Emergency Operations Center (EOC) ("Grant"); and

WHEREAS, pursuant to 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 Council, through the City Manager, has authorized the Grants Administrator as the Authorized Official for purposes of compliance with grant application, administration, and reporting requirements imposed by the Office of the Governor of the State of Texas and other applicable state granting authorities, including the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

WHEREAS, the City acknowledges that, for purposes of compliance with grant requirements imposed by the Office of the Governor of the State of Texas and other applicable state granting authorities, a Financial Officer separate from the Authorized Official is required to administer grant-related financial and programmatic reporting functions on behalf of the City.

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

1. **THAT,** the City Council, through the City Manager, has authorized the Grants Administrator as the City's Authorized Official for purposes of compliance with grant application, administration, and reporting requirements imposed by the Office of the Governor of the State of Texas and other applicable state granting authorities, with the authority to apply, submit, accept, reject, alter, or terminate grant applications, agreements, and related documents on behalf of the City.

2. **THAT,** the Grants Administrator is authorized to apply for and submit to the Public Safety Office of the State of Texas, grant application number 5894601, for the City of El Paso Fire Department project identified as FY26 SHSP City of El Paso Office of Emergency Management Enhancement of EOC to provide financial assistance to the City of El Paso.

3. **THAT,** the City of El Paso shall provide all applicable matching funds for the Grant if applicable.

4. **THAT,** in the event of loss or misuse of said grant funds, the City of El Paso agrees to return all such funds for said grant to the Public Safety Office of the State of Texas in accordance with applicable grant requirements.

5. **THAT,** the City Council, through the City Manager, hereby designates the Deputy Chief Financial Officer, Comptroller as the City's Financial Officer for purposes of compliance with grant requirements imposed by the Office of the Governor of the State of Texas and other applicable state granting authorities, either of whom is authorized to submit financial and programmatic reports and to perform grant-related actions on behalf of the City.

BE IT FURTHER RESOLVED THAT, the City Council, through the City Manager, hereby designates the Grants Administrator, as the Authorized Official 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.

Mayor Johnson and Representatives Fierro, Limón, and Canales commented.

The following City staff members commented:

- Police Chief Peter Pacillas
- Fire Chief Jonathan Killings
- Ms. Karla Nieman, City Attorney
- Mr. Eric Gutierrez, Senior Assistant City Attorney
- Ms. Dionne Mack, City Manager

Ms. Patricia Osmond, citizen, commented.

1ST MOTION
*Motion made, seconded, and unanimously carried to **MOVE** the items to the **REGULAR AGENDA.**

2ND MOTION (MAIN MOTION)
Motion made by Mayor Pro Tempore Chávez, seconded by Representative Boyar Trejo, and unanimously carried to **APPROVE** the Resolutions.

3RD MOTION
Motion made by Representative Canales, seconded by Representative Limón, to **AMEND** the motion by inserting the words ***"with any alterations limited to de minimis adjustments not to exceed 10% of the requested funding without the consent of the City Council…"*** *after the word "alter"* on each of the Resolutions.

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

4TH AND FINAL MOTION (MAIN MOTION)
Motion made by Mayor Pro Tempore Chávez, seconded by Representative Boyar Trejo, and unanimously carried to **APPROVE** the Resolutions.

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

……..…….

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

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and GFT Infrastructure, Inc., a Delaware, USA, Foreign for Profit Corporation, for a project known as "2025-0608R Architect and Engineering Services for the Playa Drain Shared Use Path Project" for an amount not to exceed $599,767.96; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed $50,000.00 and to approve Additional Services for an amount not to exceed $50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of $699,767.96; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

……..…….

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

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

That the City Manager, or designee, be authorized to sign an Agreement for Professional Services by and between the City Of El Paso, and **WSP USA Inc. New York, USA, Foreign For Profit Corporation Authorized to Transact Business in Texas**, for a project known as 2026-0188R Geotechnical and Material Testing Services for the El Paso International Airport Advanced Manufacturing District Phase 1 for an amount not to exceed $207,170.00; that the City Engineer is authorized to approve additional Basic Services and Reimbursables in an amount not to exceed $50,000.00, and to approve Additional Services 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 Project budget, for a total of $307,170.00; and that the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the Agreement.

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CONSENT AGENDA – BOARD RE-APPOINTMENTS:

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10. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Taylor Moreno to the Bond Overview Advisory Committee, by Representative Deanna Maldonado-Rocha, District 3.

……

11. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Alfredo Borrego to the City Plan Commission by Representative Josh Acevedo, District 2.

Ms. Patricia Osmond, citizen, commented.

……

CONSENT AGENDA – BOARD APPOINTMENTS:

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12. *Motion made, seconded, and unanimously carried to **APPOINT** Alfonso Jurado Jr. to the Zoning Board of Adjustment, as an alternate member, by Representative Deanna Maldonado-Rocha, District 3.

……

13. *Motion made, seconded, and unanimously carried to **APPOINT** Kylie Rezendes to the Open Space Advisory Board by Representative Art Fierro, District 6.

……

14. *Motion made, seconded, and unanimously carried to **APPOINT** Alejandra Ruiz-Velasco to the Historic Landmark Commission by Representative Ivan Niño, District 5.

……

15. *Motion made, seconded, and unanimously carried to **APPOINT** Matthew Ibarra to the Zoning Board of Adjustment, as an alternate member, by Representative Josh Acevedo, District 2.

Ms. Patricia Osmond, citizen, commented.

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16. *Motion made, seconded, and unanimously carried to **APPOINT** Eduardo R. Castillo to the Ethics Review Commission by Representative Art Fierro, District 6.

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CONSENT AGENDA - REQUESTS TO ISSUE PURCHASE ORDERS:

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17. **ITEM:** The award of Task Order 5k-1 for Solicitation 2025-0087 On-Call Horizontal Construction 2025 to Keystone Contractors & Engineers for Sun City Lights Pueblo Viejo Park

for a total of $666,689.98. Approval will allow the City to start construction services for District 7 Sun City Lights Program.

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

Mayor Johnson and Representative Limón commented.

The following members of the public commented;

1. Ms. Sylvia Carreon commented and submitted a statement to be entered into the record.
2. Ms. Deborah Torres submitted a statement to be entered into the record

1ST MOTION
*Motion made, seconded, and unanimously carried to **MOVE** the item to the **REGULAR AGENDA.**

2ND AND FINAL MOTION
Motion made by Representative Limón, seconded by Representative Fierro, and unanimously carried to **AWARD** Task Order 5k-1 for Solicitation 2025-0087 On-Call Horizontal Construction 2025 to Keystone Contractors & Engineers for Sun City Lights Pueblo Viejo Park for a total of $666,689.98. Approval will allow the City to start construction services for District 7 Sun City Lights Program.

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

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REGULAR AGENDA – FIRST READING OF ORDINANCES:

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

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

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18. An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Victor Hugo Duran Salcedo and Maricruz Moreno Sanchez, for the purchase price of $39,228.00; such real property legally described as Lots 14 and 15, Block 3, Map of Hughes Subdivision out of Block 2, Alameda Acres, an addition to the City of El Paso, El Paso County, Texas.

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PUBLIC HEARING WILL BE HELD ON APRIL 14, 2026

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19. An Ordinance granting Special Permit No. PZST25-00012, to allow for infill development with reduction to the lot depth and front, rear, and side setbacks on the property described as Lot 10, Block 93, First Supplemental Map of Franklin Heights Addition, 2000 Grandview Avenue,

City of El Paso, El Paso County, Texas, pursuant to Section 20.10.280 infill development of the El Paso City Code. The penalty being as provided for in Chapter 20.24 of the El Paso City Code.

Subject Property: 2000 Grandview Avenue
Applicant: Emilio Montes Corral
Case Number: PZST25-00012 - 2000 Grandview

……

PUBLIC HEARING WILL BE HELD ON APRIL 28, 2026

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20. An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV - Speed Limits), Subsection H (Forty-Five Miles Per Hour), to Delete Item: 14. McCombs Street from Dyer Street to Dalhart Drive, and to add Item: 40. McCombs Street from Dyer Street to a point 3.70 miles North of Dyer Street; and an Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV - Speed Limits), Subsection J (Fifty-Five Miles Per Hour), to delete Item: 5. McCombs Street from Dalhart Drive to its terminus at FM 3255, and to add Item: 10. McCombs Street from a point 3.70 miles North of Dyer Street to Stan Roberts Sr. Road. The penalty as provided in 12.84.010 of the El Paso City Code.

……

21. An Ordinance amending Title 12 (Vehicles and Traffic) to add Chapter 12.57 (Electronically Operated Parking Control Systems), of the El Paso City Code to perform the following: add Section 12.57.010 Definitions, Section 12.57.020 Imposition and Amount of Civil Penalty, Section 12.57.030 Enforcement and Procedures, Section 12.57.040 Administrative Adjudication Hearing, Section 12.57.050 Affirmative Defenses, Section 12.57.060 Appeal, and Section 12.57.070 Enforcement of Judgement; the penalty as provided in Section 12.57.030.

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PUBLIC HEARINGS WILL BE HELD ON APRIL 14, 2026, FOR ITEMS 20 AND 21

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REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

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22. **ITEMS 22 AND 23 WERE TAKEN TOGETHER**

ITEM: An Ordinance authorizing the conveyance of real property owned by the city of El Paso to MEP Electric Contracting Inc, for the purchase price of $22,000.00; such real property legally described as Lot 11, Block E, Santa Fe Addition, an addition to the City of El Paso, El Paso County, Texas.

Ms. Mary Lou Espinoza, Capital Assets Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office.

23. **ITEM:** An Ordinance authorizing the conveyance of real property owned by the city of El Paso to MEP Electric Contracting Inc., for the purchase price of $22,000.00; such real property legally described as Lot 10, Block E, Santa Fe Addition, an addition to the City of El Paso, El Paso County, Texas.

Ms. Mary Lou Espinoza, Capital Assets Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office.

Mayor Johnson and Representative Canales commented.

Ms. Nicole Cote, Deputy City Manager, commented.

1ST MOTION
Motion made by Representative Canales, seconded by Representative Limón, and unanimously carried to **LAY** the items on the table.

2ND MOTION
Motion made by Representative Canales, seconded by Representative Limón, and unanimously carried to **TAKE** the items from the table.

3RD AND FINAL MOTION
Motion made by Representative Canales, seconded by Representative Limón, and unanimously carried to **POSTPONE THE ITEMS FOR TWO WEEKS.**

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

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24. ORDINANCE 019851

The City Clerk read an Ordinance entitled: **AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO RONNY ROGERS PROPERTIES, LLC, FOR THE PURCHASE PRICE OF $56,716.00; SUCH REAL PROPERTY LEGALLY DESCRIBED AS A PORTION OF TRACT 40 N/K/A TRACT 40-A, O.A. DANIELSON SURVEY 310, IN EL PASO COUNTY, TEXAS, ACCORDING TO A RESURVEY MADE FOR TAX PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" OF THE ORDINANCE AND MADE A PART HEREOF FOR ALL PURPOSES INTENDED.**

Ms. Mary Lou Espinoza, Capital Assets Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office.

Motion duly made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Niño, and carried that the Ordinance be **ADOPTED.**

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

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

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

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25. ORDINANCE 019852

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 2.40 (DEPARTMENT OF MUSEUMS AND CULTURAL AFFAIRS), AMENDING SECTION 2.40.100 (ARTIST MARKET), TO ALLOW FOR EXPANDED ARTIST MARKETS OUTSIDE OF THE UNION PLAZA FOOTPRINT.**

Mr. Ben Fyffe, Quality of Life Managing Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representative Limón commented.

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

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

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

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

……..……

26. ORDINANCE 019853

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF A PORTION OF TRACT 4, BLOCK 6, MAP OF THE CHRISTY TRACT, 529 SCHWABE STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) TO R-3A (RESIDENTIAL). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

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

Representative Maldonado-Rocha commented.

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

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

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

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

……..……

27. ORDINANCE 019854

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF LOTS 1, 2, 3, AND 4, BLOCK 1, NEPTUNE SUBDIVISION, 8612 NEPTUNE STREET, 8614 NEPTUNE STREET, 8616 NEPTUNE STREET, AND 8618 NEPTUNE STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-4 (RESIDENTIAL) TO A-2 (APARTMENT), AND IMPOSING A CONDITION. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

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

Representative Canales commented.

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

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

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

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

……..……

28. ITEMS 28 AND 29 WERE TAKEN TOGETHER

ORDINANCE 019855

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF A PORTION OF TRACT 62-E-2, W H GLENN SURV 241 ABST 8425 AND A PORTION OF TRACT 4-G-2-B-1, NELLIE D MUNDY SURV #240, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM C-3/C (COMMERCIAL/CONDITIONS) TO R-3A (RESIDENTIAL). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

……..……

29. ORDINANCE 019856

The City Clerk read an Ordinance entitled: **AN ORDINANCE RELEASING ALL CONDITIONS PLACED ON PROPERTY BY ORDINANCE NO. 15672, AMENDED BY ORDINANCE NO. 19555, AND BY ORDINANCE NO. 19554, WHICH CHANGED THE ZONING OF A PORTION OF TRACT 62-E-2, W H GLENN SURV 241 ABST 8425 AND A PORTION OF TRACT 4-G-2-B-1, NELLIE D MUNDY SURV #240, CITY OF EL PASO, EL PASO COUNTY, TEXAS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE**.

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

Representatives Chávez, Maldonado-Rocha, and Canales commented.

Mr. Kevin Smith, Planning and Inspections Assistant Director, commented.

Motion duly made by Mayor Pro Tempore Chávez, seconded by Representative Boyar Trejo, and carried that the Ordinances be **ADOPTED.**

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

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

NAYS: None

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

……..…….

The Regular City Council Meeting was **RECESSED** at 11:50 a.m. in order to convene the Mass Transit Department Board Meeting.

The Regular City Council Meeting was **RECONVENED** at 11:55 a.m.

……..…….

REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL:

……..…….

30. **ITEM:** Discussion and action to direct the City Manager and City Attorney to host three Community Listening Sessions within 45 days at the Mexican American Cultural Center, the Hilos de Plata Senior Center, and the Chamizal Community Center with the goal of gaining community input to inform the next steps for recommending to our local Texas State Delegation on the renaming of the Cesar E. Chavez Border Highway and further renaming for future City of El Paso holiday events, proclamations, and other City of El Paso policies, documents, locations, and events that specifically use the name or variation of the name Cesar E. Chavez. Further, to direct the City Manager and City Attorney to conduct these Listening Sessions in coordination with the office of Texas State Senator Cesar Blanco and the other members of the local Texas State Delegation.

Mayor Johnson and Representatives Chávez, Acevedo, Maldonado-Rocha, and Limón commented.

Ms. Cassandra Urrutia, Chief of Staff for Texas State Senator Cesar Blanco, read a statement into the record.

State Representative Joe Moody submitted a statement to be entered into the record.

Ms. Patricia Osmond, citizen, commented.

The following City staff members commented:

- Ms. Dionne Mack, City Manager
- Ms. Laura Cruz-Acosta, Strategic Communications Director

Motion made by Representative Limón, seconded by Representative Fierro, and carried to **DELETE** the item.

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

……..…….

31. **ITEM:** Discussion and action to direct the City Manager and City Attorney to draft a resolution establishing the City's Institutional Spokesperson Roles for citywide policy and administrative matters.

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

Ms. Karla Nieman, City Attorney, commented.

Ms. Patricia Osmond, citizen, commented.

Motion made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Maldonado-Rocha, and carried to **DIRECT** the City Manager and City Attorney to draft a Resolution establishing the City's Institutional Spokesperson Roles for citywide policy and administrative matters.

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

……..…….

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

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

THAT, City Council declares the expenditure of District 8 discretionary funds, in an amount not to exceed $10,000.00 for costs related to stage rental, audio/visual equipment, entertainment, hiring of off-duty law enforcement officers or private security officers, barrier rental for vehicle pedestrian control, permitting fees, and/or portable restroom rental related to the holding of the Chamizal Community Center and Library event celebrating the fifth anniversary of the opening of the facility, which serves the municipal purpose of fostering community pride, encouraging civic engagement, and celebrating the heritage and culture of one of the oldest neighborhoods in El Paso's history.

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 event to District 8 discretionary funds without further Council action.

Mayor Johnson and Representatives Maldonado-Rocha and Canales commented.

Ms. Patricia Osmond, citizen, commented.

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

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

……..…….

The Regular City Council Meeting was **RECESSED** at 12:32 p.m. for lunch.

The Regular City Council Meeting was **RECONVENED** at 1:35 p.m.

……..…….

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES:

……..…….

33. Public Presentation on Enchanted Rock Certificate of Convenience and Necessity Filing by El Paso Electric.

Mr. Daniel Perez, El Paso Electric's Regional Director for Government Affairs, introduced the item.

Ms. Kelly Tomblin, President and Chief Executive Officer, and Mr. James A. Schichtl, Vice President of Customer and Regulatory Solutions for El Paso Electric, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Johnson and Representatives Chávez, Acevedo, Boyar Trejo, Niño, Limón, and Canales commented.

The following members of the public commented:

1. Mr. Jose Gaston Barriga
2. Ms. Patricia Osmond
3. Ms. Eugenie Montague

The following members of the public submitted statements to be entered into the record:

1. Mr. William Hall
2. Ms. Eugenie Montague
3. Mr. Cori Sanchez
4. Ms. Natalia Gomez
5. Ms. Krista Brooker

NO ACTION was taken on this item.

……

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

……

34. Motion made by Representative Limón, seconded by Representative Canales, and unanimously carried to **AWARD** Solicitation 2026-0121 Ford Proprietary Parts and Service to Expressway Autos LLC dba Viva Ford for an initial term of three (3) years for an estimated amount of $2,250,000.00. The award also includes a two (2) year option for an estimated amount of $1,500,000.00. The total contract time is for five (5) years for a total estimated amount of $3,750,000.00.

Department:	Streets and Maintenance
Award to:	Expressway Autos LLC dba Viva Ford
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	$750,000.00
Initial Term Estimated Award:	$2,250,000.00
Option Term Estimated Award:	$1,500,000.00
Total Estimated Award:	$3,750,000.00
Account(s):	532-3600-531210-37020-P3701
	532-3600-531250-37020-P3701
Funding Source(s):	Supply Support Fund
District(s):	All

This was a Low Bid Procurement for a replacement contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Expressway Autos LLC dba Viva Ford the lowest responsive and responsible bidder.

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

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

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

……..…….

REGULAR AGENDA – OTHER BUSINESS:

……..…….

35. ITEMS 35 AND 36 WERE TAKEN TOGETHER

R E S O L U T I O N

WHEREAS, the City of El Paso (the "City") is eligible to apply for grant funding administered by the Public Safety Office of the State of Texas; and

WHEREAS, the El Paso City Council ("City Council") seeks to obtain grant funding through the grant application number 3007111 for the El Paso Police Department project identified as *Operation Stonegarden FY2025*; and

WHEREAS, pursuant to 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 Council, through the City Manager, has authorized the Grants Administrator as the Authorized Official for purposes of compliance with grant application, administration, and reporting requirements imposed by the Public Safety Office of the State of Texas and other applicable state granting authorities, including the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

WHEREAS, the City acknowledges that, for purposes of compliance with grant requirements imposed by the Public Safety Office of the State of Texas and other applicable state granting authorities, a Financial Officer separate from the Authorized Official is required to administer grant-related financial and programmatic reporting functions on behalf of the City.

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

1. **THAT,** the City Council, through the City Manager, has authorized the Grants Administrator as the City's Authorized Official for purposes of compliance with grant application, administration, and reporting requirements imposed by the Public Safety Office of the State of Texas and other applicable state granting authorities, with the authority to apply, submit, accept, reject, alter, or terminate grant applications, agreements, and related documents on behalf of the City.

2. **THAT,** the Grants Administrator is authorized to apply for and submit to the Public Safety Office of the State of Texas, grant application number 3007111, for the City of

El Paso Police Department project identified as *Operation Stonegarden FY2025* to provide financial assistance to the City of El Paso.

3. **THAT,** the City of El Paso shall provide all applicable matching funds for the Grant if applicable.

4. **THAT,** in the event of loss or misuse of said grant funds, the City of El Paso agrees to return all such funds for said grant to the Public Safety Office of the State of Texas in accordance with applicable grant requirements.

5. **THAT,** the City Council, through the City Manager, hereby designates the Deputy Chief Financial Officer, Comptroller, as the City's Financial Officer for purposes of compliance with grant requirements imposed by the Public Safety Office of the State of Texas and other applicable state granting authorities, either of whom is authorized to submit financial and programmatic reports and to perform grant-related actions on behalf of the City.

BE IT FURTHER RESOLVED THAT, the City Council, through the City Manager, hereby designates the Grants Administrator, as the City's Authorized Official 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.

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

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

That the Mayor be authorized to sign an Interlocal Agreement by and between the County of El Paso, Texas, the City of El Paso, Texas, the City of Anthony, Texas, the Town of Horizon City, Texas, the City of Socorro, Texas, the Town of Clint, Texas, Constable Precinct One, Constable Precinct Four, Constable Precinct Six, San Elizario Marshals, and Texas Department of Public Safety- Aviation Team for the combined reimbursement for all parties of $3,725,851.00 for overtime, equipment, fuel costs, and/or mileage related to operational purposes to state, local, and tribal agencies to secure U.S. borders for the period of September I, 2024 to August 31, 2027.

Assistant Police Chief Humberto Talamantes presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Maldonado-Rocha, Limón, and Canales commented.

Ms. Patricia Osmond, citizen, commented.

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Niño, and carried to **APPROVE** the Resolutions.

AYES: Representatives Chávez, Maldonado-Rocha, Niño, Fierro, and Limón
NAYS: Representative Canales

NOT PRESENT FOR THE VOTE: Representatives Acevedo and Boyar Trejo

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37. A RESOLUTION CALLING FOR REAFFIRMATION OF THE INDEPENDENCE OF FEDERAL GRAND JURIES AND REQUESTING IMPARTIAL INVESTIGATION OF ALLEGATIONS INVOLVING FEDERAL IMMIGRATION ENFORCEMENT AGENCIES.

WHEREAS, the Fifth Amendment to the United States Constitution establishes the federal grand jury as an independent constitutional body with authority to investigate federal crimes; and

WHEREAS, the United States Supreme Court has repeatedly affirmed that federal grand juries operate independently of prosecutors and judges, including in *Stirone v. United States*, 361 U.S. 212 (1960); *United States v. Sells Engineering, Inc.*, 463 U.S. 418 (1983); and *United States v.*
Williams, 504 U.S. 36 (1992); and

WHEREAS, "A grand jury has broad investigative powers to determine whether a crime has been committed and who has committed it. The jurors may act on tips, rumors, evidence offered by the prosecutor, or their own personal knowledge.: *United States v. Dionisio*, 410 U.S. 1 (1973) citing *Branzburg* v. *Hayes*, 408 U.S.655, at 701 (1972); and

WHEREAS, on February 3, 2026, the El Paso City Council unanimously approved an agenda item to explore legal avenues to ensure accountability for Immigration and Customs Enforcement (ICE) activities, prevent immigration detention centers within city limits, clarify protocols for ICE access to City facilities, and obtain reporting on City-ICE cooperation; and

WHEREAS, on March 17, 2026, the El Paso City Council approved an agenda item calling for a reaffirmation of the independence of federal grand juries and requesting impartial investigations of allegations involving federal immigration enforcement agencies; and

WHEREAS, here in El Paso, Texas at "Camp East Montana", the migrant detention facility located on Fort Bliss, there have been reports of several deaths, one of which was ruled a homicide; and

WHEREAS, applicable federal criminal statutes prohibit deprivation of rights under color of law (18 U.S.C. § 242), conspiracy against rights (18 U.S.C. § 241), obstruction of justice (18 U.S.C. § 1512), fraud and false statements (18 U.S.C. § 1001), misprision of felony (18 U.S.C. § 4), and related offenses; and

WHEREAS, public trust in the rule of law requires that allegations against federal officials be reviewed by bodies independent of the agencies concerned.

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

1. That the City of El Paso respectfully requests that the United States District Court for the Western District of Texas reaffirm to sitting and future federal grand juries their independence from federal prosecutors and judges, their authority to investigate potential federal crimes, and their ability to consider allegations involving federal agents.

2. That the City of El Paso calls upon sitting and future federal grand juries to exercise their independent constitutional authority to investigate alleged misconduct by officers or agents of ICE, CBP, and the Department of Justice.

3. That such investigations should include potential violations of 18 U.S.C. §§ 4, 241, 242, 1512, 1001, and other applicable federal statutes.
4. That grand jury investigations proceed independently of internal agency reviews and without deference to agencies whose conduct is the subject of inquiry.
5. That where evidence establishes probable cause, grand juries should issue indictments against any individual, regardless of position or rank, who is found to have committed federal crimes.
6. That the City of El Paso reaffirms its commitment to safeguarding constitutional rights, supporting peaceful protest, and upholding the principle that no person is above the law.
7. That the City Clerk is directed to transmit official copies of this Resolution to the Chief Judge and judges of the U.S. District Court for the Western District of Texas (El Paso Division), the United States Attorney for the Western District of Texas, the United States District Clerk for the Western District of Texas, and members of the local congressional delegation.
8. That the City encourages members of the public, civil-rights organizations, journalists, medical professionals, and witnesses to submit evidence of alleged federal crimes at East Camp Montana located on Fort Bliss through appropriate channels, including local law-enforcement agencies, consistent with established procedures for handling such evidence.

Representatives Chávez, Limón, and Canales commented.

Ms. Karla Nieman, City Attorney, commented.

Ms. Patricia Osmond, citizen, commented.

1ST MOTION (MAIN MOTION)
Motion made by Representative Limón, seconded by Representative Niño, to **APPROVE** the Resolution.

2ND MOTION
Motion made by Representative Canales, seconded by Representative Limón to amend the Resolution to strike the words ***"to amend the February 3, 2026 motion to add a directive"*** *from the* 5th recital of the Resolution.

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

3RD AND FINAL MOTION (MAIN MOTION)
Motion made by Representative Limón, seconded by Representative Niño, and unanimously carried to **APPROVE** the Resolution as **AMENDED**.

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

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38. ITEMS 38 AND 39 WERE TAKEN TOGETHER

R E S O L U T I O N

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

That the City Manager, or designee, be authorized to sign an Innovation Factory Agreement by and between the City of El Paso and ASTROSCALE U.S. INC. regarding the following described property:

That certain office and warehouse space containing approximately 210 square feet, more or less, in total, and also known as Innovation Factory, 501 George Perry Blvd., Suite F, for Tenant's exclusive use.

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

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

That the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between **CITY OF EL PASO** ("City") and **ASTROSCALE U.S. INC.,** a Nevada corporation ("Applicant"), an advanced on-orbit servicing and logistics company proposing to establish operations in El Paso and create 16 full-time jobs, in consideration the City shall provide grant payments for Lease Rental Cost and a Skills Training Grant in an amount not to exceed *$22,300.00* over the term of the Agreement, subject to a five (5)-year period and annual compliance and performance verification in accordance with the terms of the Agreement.

Representative Canales commented.

Ms. Karina Brasgalla, Economic and International Development Director, commented.

Motion made by Representative Maldonado-Rocha, seconded by Representative Limón, and unanimously carried to **APPROVE** the Resolutions.

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

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40. **ITEM:** Discussion and action on the results of the On-Call Services Agreement Follow-Up Audit A2026-04.

Ms. Elizabeth De La O, Deputy Chief Internal Auditor, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Chávez, Niño, and Limón commented.

Ms. Dionne Mack, City Manager, commented.

Ms. Patricia Osmond, citizen, commented.

Motion made by Representative Niño, seconded by Representative Chávez, and unanimously carried to **ACCEPT** the results of the On-Call Services Agreement Follow-Up Audit A2026-04.

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

……

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

WHEREAS, members of the U.S. Congress may request funding to support specific community projects within their districts as part of the annual federal appropriations process; and

WHEREAS, such funding is referred to as "Community Project Funding" within the U.S. House of Representatives; and

WHEREAS, the Office of Congressman Tony Gonzales is currently accepting Community Project Funding requests; and

WHEREAS, the City of El Paso has identified the El Paso Police Drone First Responder Expansion Initiative (the "Project") as worthy of funding through the Community Project Funding process; and

WHEREAS, pursuant to 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.

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

THAT City staff is authorized to submit an application to the Office of Congressman Tony Gonzales requesting funds from the Community Project Funding program requesting an appropriation from the Community Project Funding program in the amount of $4,580,215.77, with no match from the City, for El Paso Police Department Drone First Responder Expansion Initiative.

1. **THAT,** the City Council, through the City Manager, has authorized the Grants Administrator as the City's Authorized Official for purposes of compliance with grant application, administration, and reporting requirements with the authority to apply, submit, accept, reject, alter, or terminate grant applications, agreements, and related documents on behalf of the City.

2. **THAT** the Grants Administrator is authorized to prepare and submit, on behalf of the City of El Paso, an application to the Community Project Funding Program seeking financial assistance for the El Paso Police Department Drone First Responder Expansion Initiative.

3. **THAT,** the City of El Paso shall provide all applicable matching funds for the Grant, if applicable.

4. **THAT,** in the event of loss or misuse of said grant funds, the City of El Paso agrees to return all such funds for said grant to the Community Project Funding program in accordance with applicable grant requirements.

5. **THAT,** the City Council, through the City Manager, hereby designates the Deputy Chief Financial Officer, Comptroller as the City's Financial Officer for purposes of compliance with grant requirements imposed by the Community Project Funding program and other applicable granting authorities, either of whom is authorized to submit financial and programmatic reports and to perform grant-related actions on behalf of the City.

BE IT FURTHER RESOLVED THAT, the City Council, through the City Manager, hereby designates the Deputy Chief Financial Officer, Comptroller 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.

Mr. Omar Martinez, Legislative Affairs Assistant Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

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

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

……..…….

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

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

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

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

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

THAT, the City Manager, or designee, be authorized to effectuate budget transfers from the Residential Streets Master Plan and the Top 50 Arterials Master Plan to establish projects previously approved as part of the Community Progress Bond as listed and referenced below:

BT Number	Fund	Project	Increase /(Decrease)
2026-0522	4825	PCP23STMSTRRES	($7,000,000.00)
2026-0522	4825	PCP26RESBOND03	360,000.00
2026-0522	4825	PCP26RESBOND04	350,000.00
2026-0522	4825	PCP26RESBOND06	1,240,000.00
2026-0522	4825	PCP26RESBOND07	760,000.00
2026-0522	4825	PCP26RESBOND08	790,000.00
2026-0522	4825	PCP27RESBOND02	350,000.00
2026-0522	4825	PCP27RESBOND03	140,000.00
2026-0522	4825	PCP27RESBOND04	440,000.00
2026-0522	4825	PCP27RESBOND06	970,000.00
2026-0522	4825	PCP27RESBOND07	1,600,000.00
2026-0523	4825	PCP23STMSTRART	(22,391,972.00)

2026-0523	4825	PCP26ARTRESUD1R	1,111,079.00
2026-0523	4825	PCP26ARTRESUD8B	691,580.00
2026-0523	4825	PCP26ARTRESUD8E	1,244,495.00
2026-0523	4825	PCP26ARTRESURD1	1,857,198.00
2026-0523	4825	PCP26ARTRESURD3	1,979,044.00
2026-0523	4825	PCP26ARTRESURD4	2,368,300.00
2026-0523	4825	PCP26ARTRESURD8	875,933.00
2026-0523	4825	PCP27ARTRESUD2F	2,872,297.00
2026-0523	4825	PCP27ARTRESUD2G	917,511.00
2026-0523	4825	PCP27ARTRESUD5R	1,732,758.00
2026-0523	4825	PCP27ARTRESUD5T	895,834.00
2026-0523	4825	PCP27ARTRESUD7L	1,076,342.00
2026-0523	4825	PCP27ARTRESUD7M	1,148,966.00
2026-0523	4825	PCP27ARTRESUD7S	834,825.00
2026-0523	4825	PCP27ARTRESURD3	2,009,203.00
2026-0523	4825	PCP27ARTRESURD6	776,607.00

Mr. Sasho Andonoski, Office of Management and Budget Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

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

The following City staff members commented:

- Mr. Randy Garcia, Streets and Maintenance Director
- Ms. Dionne Mack, City Manager

Ms. Patricia Osmond, citizen, commented.

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

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

……

Motion made by Representative Canales, seconded by Representative Limón, and unanimously carried to **ADJOURN** this meeting at 6:49 p.m.

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

……

APPROVED AS TO CONTENT:

_____
Laura D. Prine, City Clerk

RENARD U. JOHNSON
MAYOR

DIONNE MACK
CITY MANAGER

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

WORK SESSION MEETING MINUTES
March 30, 2026
CITY HALL, 300 N. CAMPBELL COUNCIL CHAMBERS AND VIRTUAL
9:00 A.M.

The City Council met at the above place and date. The meeting was called to order at 9:04 a.m. Mayor Renard Johnson was present and presiding. The following Council Members answered roll call: Alejandra Chávez, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Lily Limón, and Chris Canales. Late arrivals: Ivan Niño, at 9:06 a.m., and Art Fierro at 9:11 a.m. Josh Acevedo requested to be excused.

AGENDA

1. Presentation and discussion by Emergence Health Network of their 2025 annual report on activities, collaborations, and partnerships with local entities.

Kristi Daugherty, Chief Executive Officer, Emergence Health Network, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

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

NO ACTION was taken on this item.

2. Presentation, discussion, and update on the City of El Paso's Federal Legislative Agenda for the 119th United States Congress.

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

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

EXECUTIVE SESSION

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Niño, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION,** at 9:43 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 items:

Section 551.071 CONSULTATION WITH ATTORNEY
Section 551.072 DELIBERATION REGARDING REAL PROPERTY

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

Motion made by Representative Limón, seconded by Representative Canales, and unanimously carried to **ADJOURN** the Executive Session at 10:30 a.m. and **RECONVENE** the meeting of the City Council at which time a motion was made.

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

……

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 Fierro, and unanimously carried that the City Attorney in consultation with the City Manager be authorized to **SUSPEND** the implementation of the Interim Rate Adjustment for an additional forty-five (45) days after the effective date, as provided by subsection (a) of Section 104.301 of the Texas Utilities Code in 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*, filed on March 10, 2026, in Matter Number UTILITY-78, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

……

EX2. Discussion on purchase, exchange, lease, or value of real property in El Paso. HQ #25-2555 (551.072)

NO ACTION was taken on this item

……

Motion made by Representative Limón, seconded by Representative Fierro, and unanimously carried to **ADJOURN** the meeting at 10:31 a.m.

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

……

APPROVED AS TO CONTENT:

_____
Laura D. Prine, City Clerk

File #: 26-0047, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

AGENDA LANGUAGE:

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

Request to excuse Mayor Renard U. Johnson from the April 14, 2026 City Council Meeting.

File #: 26-0447, **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 8
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Armida R. Martinez, (915) 212-1605

AGENDA LANGUAGE:

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

A Resolution that the closure of right-of-way within the City of El Paso for the Sol Summit from 5:00pm on Thursday, April 30,2026 to 8:00 am on Monday, May 4, 2026, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement for The Temporary Closure of State Right Of Way (Form TEA30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of Mesa Street between Franklin Street and Mills Avenue upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30A agreement between the City of El Paso and State of Texas Department of Transportation.

Applicant: Rave Marketing & Events LLC - Gina Roe-Davis
Case Number: CSEV25-00222

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Planning and Inspections

AGENDA DATE: 4/14/26

PUBLIC HEARING DATE: 4/14/26

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Armida R. Martinez **PHONE NUMBER:** (915) 212-1605

DISTRICT(S) AFFECTED: 8

AGENDA ITEM:

The closure of right-of-way within the City of El Paso for the Sol Summit from 5:00pm on Thursday, April 30,2026 to 8:00 am on Monday, May 4, 2026, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement for The Temporary Closure of State Right Of Way (Form TEA30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of Mesa Street between Franklin Street and Mills Avenue upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30A agreement between the City of El Paso and State of Texas Department of Transportation.

Applicant: Rave Marketing & Events LLC - Gina Roe-Davis
Case Number: CSEV25-00222

ISSUE STATEMENT:

Sol Summit is a nonprofit festival created with and for the border community, celebrating the region's culture while supporting local arts, culture, and community initiatives that extend beyond the festival weekend. The event is produced by the El Paso Community Foundation.

BACKGROUND:

Event Name: Sol Summit
Permit Case Number: CSEV25-00222
Event Date/Hours: Saturday, May 2, 2026 and Sunday, May 3, 2026 from 2:30 pm to 10:00 pm
Street Closure: Thursday, April 30, 2026 from 5:00 pm to May 4, 2026 at 8:00 am

TxDOT Right-of-Way Closure: Portion of Mesa St. between Franklin Ave. and Mills Ave.

COUNCIL OPTIONS:

N/A

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

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

N/A

RELATED CITY POLICIES:

N/A

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

See attached.

NAME	AMOUNT ($)

ATTACHMENTS:

N/A

FOR MORE INFORMATION:

Armida R. Martinez, Lead Planner (915) 212-1605 MartinezAR@elpasotexas.gov

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

Philip Etiwe

SIGNATURE: _____

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

RESOLUTION

WHEREAS, Rave Marketing & Events LLC (hereinafter referred to as "Grantee") has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of right-of-way within the City of El Paso's (hereinafter referred to as "the City") for the Sol Summit from 2:30 pm to 10:00 pm on Saturday, May 2, 2026, and 2:30 pm to 10:00 pm on Sunday, May 3, 2026 (hereinafter referred to as the "Event"); and

WHEREAS, The Event will utilize both City and State rights-of-way: and

WHEREAS, The City of El Paso (hereinafter referred to as the "City") has found the Event serves a public purpose; and

WHEREAS, The State of Texas (hereinafter referred to as the "State") owns and operates a system of highways for public use and benefit, including Mesa Street within El Paso, Texas; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of portions of the State Highway System for periods of time exceeding four hours; and

WHEREAS, the State in recognition of the public purpose for the Event, provides a means of cooperating with the City for the temporary closure of State right-of-way, provided the closure is in accordance with the requirements of 43 TAC, Section 22.12 and the City enters into an Agreement for the Temporary Closure of State Right-of-Way for the Event (Form TEA30A).

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

That the closure of right-of-way within the City of El Paso for the Sol Summit from 5:00 pm on Thursday, April 30, 2026 to 8:00 am on Monday, May 4, 2026, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement for The Temporary Closure of State Right Of Way (Form TEA30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for a portion of Mesa Street between Franklin Street and Mills Avenue upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30A agreement between the City of El Paso and State of Texas Department of Transportation.

(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:

Russell T. Abeln
_____
Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
_____
Philip F, Etiwe, Director
Planning & Inspections Department

STATE OF TEXAS §
§
COUNTY OF EL PASO §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of El Paso, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Mesa Street, in El Paso, County; and

WHEREAS, the local government has requested the temporary closure of **Mesa Street**, for the purpose of allowing **Sol Summit**, from **5:00 pm** on **April 30, 2026** to **08:00 am** on **May 4, 2026** as described in the attached **"Exhibit A"**, hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the _____day of _____, the El Paso City Council passed a Resolution, attached hereto and identified as **"Exhibit B,"** establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned, physical modifications of any man-made or natural features in or adjacent to the right of way involved and a location map is attached hereto as **"Exhibit C,"** and incorporated as if fully set forth herein.

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, including but not limited to; plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signage.

B. The local government shall submit to the State for review and approval: the construction plans, if construction or modifications to the State's right of way is required; the traffic control and signage plans; traffic enforcement plans, and; all other plans deemed necessary by the State. The State may require that any traffic control plan of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan, and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

(1) By mutual written agreement and consent of both parties.

(2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.

(3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.

(4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
City of El Paso Attn: Dionne Mack City Manager 300 N. Campbell- City 1, 2nd Floor El Paso, Texas 79901	Texas Department of Transportation Attn: Tomas C. Trevino, P.E. El Paso District Engineer 13301 Gateway West El Paso, Texas 79928-5410

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF EL PASO
Executed on behalf of the local government by:

_____ Date_____
Dionne Mack
City Manager

APPROVED AS TO FORM:

Russel T. Abeln
Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
Philip F. Etiwe, Director
Planning and Inspections Department

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By_____ Date_____
Tomas C. Trevino, P.E.,
El Paso District Engineer

City of El Paso
Streets and Maintenance
Traffic Control Permit

Site Address: 201 MAIN, EL PASO, TX 79901

Permit No: **EPTC26-00256**
CSEV25-00222

Issued: **02/03/2026**

Expires: **05/04/2026**

Applicant	Phone Number	Barricade Company
GINA DAVIS 210 N LEE ST EL PASO, TX 79907	Applicant:915-820-6157 Barricade:915-240-9039	LEEDSMANN CONSTRUCTION INC. DBA TCS 3120 TRAWOOD DR EL PASO, TX 79936

WORK AUTHORIZED: RAVE MARKETING WILL BE HAVING AN EVENT AT SAN JACINTO PLAZA, REQUIRING LANE AND SIDEWALK CLOSURES PROVIDED BY TCS BARRICADE COMPANY. NO OVERNIGHT TC DEVICES, EQUIPMENT, OR DEBRIS ARE TO BE LEFT ON OR OFF THE WORK AREA. ACTIVE TCP MUST BE PRESENT AND FOLLOWED AT ALL TIMES WITH AT LEAST 10' TRAVEL LANES. RESIDENT, BUSINESS & EMERGENCY VEHICLES MUST HAVE ACCESS AT ALL TIMES.

TYPE OF TRAFFIC CONTROL SET UP: STREET CLOSURE

Start Date: 04/30/2026 5:00 PM

Expiration Date: 05/04/2026 8:00AM

EVENT:
05/02/26-05/03/26
2:30PM-10:00PM

Length of Term: Short

PERMIT APPROVED
FOR COEP ROW
ONLY

*** NOTICE ***

1. THIS PERMIT IS ISSUED IN ACCORDANCE WITH PROVISIONS OF CHAPTER 12.30 OF THE MUNICIPAL CODE AND CURRENT EDITION OF CHAPTER SIX OF THE TEXAS MANUAL OF UNIFORMED TRAFFIC CONTROL DEVICES AND THE APPLICANT, IN ACCEPTING IT, OBLIGATES THEM TO COMPLY FULLY WITH ALL THE PROVISIONS OF THE MUNICIPAL CODE.

2. THIS TRAFFIC CONTROL PERMIT AND APPROVED TRAFFIC CONTROL PLAN, OR A COPY THEREOF, SHALL BE KEPT ON THE JOB SITE UNTIL COMPLETION OF THE PROJECT.

3. I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS PERMIT AND STATE THAT THE ABOVE INFORMATION IS CORRECT, AND AGREE TO COMPLY WITH ALL CITY, STATE AND FEDERAL LAWS REGULATING ACTIVITIES COVERED BY THIS PERMIT.

Judy Yap

City Traffic Engineer

Contractor's, Owner's or Agent's Signature

Issued By Jose De Santiago

Date: 10/23/2025 Author: TCS ADAM MIJARES 915-216-7296 Project: SOL SUMMIT EVENT LOCATION: SAN JACINTO PLAZA

Comments:
SET UP LANE CLOSURES AND STREET CLOSURES TO ALLOW
THE EVENT TO TAKE PLACE.

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Space of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	L = WS²/60	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L = WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

LEGEND:

- 6FT FENCING
- WATER BARRIERS
- ROLLING DOOR

EPTC26-00256

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

ONE DAY PERMIT UNLESS NOTED

CLOSURE DATE: 04/30/26-05/04/26

Time: 5:00PM-8:00AM THURS-MON

BY: _____ DATE: 02/03/2026

CITY OF EL PASO STREETS AND MAINTENANCE

RESOLUTION

WHEREAS, Rave Marketing & Events LLC (hereinafter referred to as "Grantee") has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of right-of-way within the City of El Paso's (hereinafter referred to as "the City") for the Sol Summit from 2:30 pm to 10:00 pm on Saturday, May 2, 2026, and 2:30 pm to 10:00 pm on Sunday, May 3, 2026 (hereinafter referred to as the "Event"); and

WHEREAS, The Event will utilize both City and State rights-of-way: and

WHEREAS, The City of El Paso (hereinafter referred to as the "City") has found the Event serves a public purpose; and

WHEREAS, The State of Texas (hereinafter referred to as the "State") owns and operates a system of highways for public use and benefit, including Mesa Street within El Paso, Texas; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of portions of the State Highway System for periods of time exceeding four hours; and

WHEREAS, the State in recognition of the public purpose for the Event, provides a means of cooperating with the City for the temporary closure of State right-of-way, provided the closure is in accordance with the requirements of 43 TAC, Section 22.12 and the City enters into an Agreement for the Temporary Closure of State Right-of-Way for the Event (Form TEA30A).

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

That the closure of right-of-way within the City of El Paso for the Sol Summit from 5:00 pm on Thursday, April 30, 2026 to 8:00 am on Monday, May 4, 2026, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement for The Temporary Closure of State Right Of Way (Form TEA30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for a portion of Mesa Street between Franklin Street and Mills Avenue upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30A agreement between the City of El Paso and State of Texas Department of Transportation.

(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:

Russel T. Abeln
_____
Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
_____
Philip F, Etiwe, Director
Planning & Inspections Department

El Paso DMD Special Event Permitting Application - Entry #14431

I Have All Required Documents Ready to Upload

Yes

Official Name of Event

Sol Summit

Applicant's Name

Gina Roe-Davis

Company/Business Name (if applicable):

Rave Marketing & Events LLC

Applicant's Address

1407 N Florence St
El Paso, TX
79902
US

Phone

(915) 544-9000

Email

gina@ravemarketing.com

Number of Contacts

Selected Value: 2 (1 min / 3 max)

Contact #1

Gina Roe-Davis

Mobile Phone

(915) 726-2465

Email

gina@ravemarketing.com

Contact #2

Seth Dodson

Mobile Phone

(312) 961-5838

Email

sethwdodson@gmail.com

Official Name of Event

Sol Summit Music & Cultura Festival

Event Type

Street Festival

Event Purpose

Community Activity

There is 60 days+ before this event.

Yes

Event Start Date & Time

05/02/2026 2:30 PM

Event End Date & Time

05/03/2026 10:00 PM

Event Setup Date & Time

04/30/2026 5:00 PM

Event Tear Down Date & Time

05/04/2026 8:00 AM

No. Of Days

5

Participants

40

Spectators

0

Total

40

Participants

200

Spectators

0

Total

200

Participants

250

Spectators

3000

Total

3250

Participants

250

Spectators

3000

Total

3250

Participants

50

Spectators

0

Total

50

Traffic Control Company

Traffic Control Specialists

Traffic Control Company Contact

(915) 238-0461

Street Closures

N Oregon St between E. Franklin Ave. and E. Mills Ave., E. Main Dr. between N. Oregon St. and N. Mesa St., E. Mills Ave between N. Mesa St. and El Paso St., N. Mesa Street between E. Franklin Ave and Texas Ave.

Is an alley affected

No

Will you need exclusive use of parking meters within the proposed footprint before or after street clousre?

Yes

Will you need exclusive use of parking meters outside of the proposed footprint before or after street clousre?

No

Start Date

04/30/2026

Removal Date

05/04/2026

Will your event take place in one of the Downtown parks?

Yes

List of Downtown Parks

San Jacinto Plaza

Aside from the permanent park amenities, will you be introducing any additional items on the park grounds?

Yes

Will you have any amusement devices?

No

Hiring Security Guards

Yes

Number of Security Guards

40

Company Name:

Status One

Contact Person

John Guye

Address

9205 Roanoke
El Paso, TX
79924
US

Mobile

+19154722222

Email

jguye@hotmail.com

Hiring Off Duty Police Officers

Yes

Number of Off Duty Police Officers

20

Name of Organization

El Paso County Constable Pc 6

Contact Person

Lalo Martinez

Address

190 San Elizario Road
Clint, TX
79836
US

Mobile

+19152032502

Office Phone

+19152032502

Email

edu.martinez@epcounty.com

Will you be erecting temporary fences or barriers?

Yes

Will you be erecting temporary structures such as tents or canopies?

Yes

Size and quantity of temporary structures:

12 10x20 Canopy, 8 10x10 canopy, 1 10x30 Canopy

Will your event feature or utilize compressed gases?

No

Will your event feature or utilize fireworks or pyrotechnics?

No

How will you supply electrical power to your event?

Generators provided by Franks Supply Company

What will need electrical power?

Bars, Stage, Entrance ticket areas

Participating businesses open in conjunction with the event

Coffee Box and Food area inside San Jacinto Plaza

Will your event feature animals?

No

Will your event use amplified devices?

Yes

DMD - Downtown El Paso

Will your event feature food vendors?

Yes

How many food locations will your event have?

8

How many beverage locations will your event have?

8

Will your event feature merchandise vendors?

Yes

Have you arranged for cleaning and sanitation services?

Yes

Please explain your clean-up plan:

SOL COLLECTIVE STAFF TO CLEAN

Name of the organization responsible for clean-up:

GINA ROE DAVIS

Contact Name:

GINA ROE DAVIS

Phone number of responsible party for clean-up:

+19152120000

Contact Email

GINA@RAVEMARKETING.COM

Is wireless internet access needed?

Yes

Is a secured wireless internet access needed?

Yes

Today's Date

03/12/2026

DMD - Downtown El Paso



03/12/26

Gina Roe-Davis on behalf of Sol Summit Music & Cultura Festival

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	Gina Roe-Davis
Business Name	Rave Marketing & Events, LLC.
Agenda Item Type	TX DOT agreement
Relevant Department	Planning & 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: _____ Date: 02/19/2026

File #: 26-0454, **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 8
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Armida R. Martinez, (915) 212-1605

AGENDA LANGUAGE:

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

A Resolution that the closure of right-of-way within the City of El Paso for the Badass Human Race 2026 from 5:30 am on Sunday , May 31, 2026 to 1:00 pm on Sunday, May 31, 2026, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for a portion of Mesa Street and Texas Avenue upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30A agreement between the City of El Paso and State of Texas Department of Transportation.

Applicant: Nahum Avila
Case Number: CSEV26-00005

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Planning and Inspections

AGENDA DATE: 4/14/26

PUBLIC HEARING DATE: 4/14/26

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Armida R. Martinez **PHONE NUMBER:** (915) 212-1605

DISTRICT(S) AFFECTED: 8

AGENDA ITEM:

The closure of right-of-way within the City of El Paso for the Badass Human Race 2026 from 5:30 am on Sunday , May 31, 2026 to 1:00 pm on Sunday, May 31, 2026, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for a portion of Mesa Street and Texas Avenue upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30A agreement between the City of El Paso and State of Texas Department of Transportation.

Applicant: Nahum Avila
Case Number: CSEV26-00005

ISSUE STATEMENT:

The purpose of the race is to promote fitness and community engagement in El Paso. Now in its 2nd year, the Badass Human Race features obstacles that symbolize real-life challenges we face and overcome. It is a celebration not only of strength, but resilience as well. This closure is for the race.

BACKGROUND:

N/A

COUNCIL OPTIONS:

N/A

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

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

N/A

RELATED CITY POLICIES:

N/A

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

See attached.

NAME	AMOUNT ($)

ATTACHMENTS:

N/A

FOR MORE INFORMATION:

Armida Martinez (915) 212-1605 MartinezAR@elpasotexas.gov

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

SIGNATURE: Philip Etiwe

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

R E S O L U T I O N

WHEREAS, **Badass Human LLC** (hereinafter referred to as "Grantee") has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of rights-of-way within the City of El Paso's (hereinafter referred to as "the City") for the **Badass Human Race 2026 from 5:30 am to 1:00 pm on Sunday , May 31 2026.** (hereinafter referred to as the "Event"); and

WHEREAS, The Event will utilize both City and State rights-of-way: and

WHEREAS, The City of El Paso (hereinafter referred to as the "City") has found the Event serves a public purpose; and

WHEREAS, The State of Texas (hereinafter referred to as the "State") owns and operates a system of highways for public use and benefit, including **Mesa Street and Texas Avenue** within El Paso, Texas; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of portions of the State Highway System for periods of time exceeding four hours; and

WHEREAS, the State in recognition of the public purpose for the Event, provides a means of cooperating with the City for the temporary closure of State right-of-way, provided the closure is in accordance with the requirements of 43 TAC, Section 22.12 and the City enters into an Agreement for the Temporary Closure of State Right-of-Way for the Event (Form TEA 30A).

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

That the closure of rights-of-way within the City of El Paso for the **Badass Human Race 2026 from 5:30 am on Sunday , May 31, 2026 to 1:00 pm on Sunday, May 31, 2026**, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of **Mesa Street and Texas Avenue** upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine,
City Clerk

APPROVED AS TO FORM:

_____
Ignacio R. Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Philip F, Etiwe, Director
Planning & Inspections Department

STATE OF TEXAS §
§
COUNTY OF EL PASO §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of El Paso, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including, **Mesa Street and Texas Avenue,** in El Paso, County; and

WHEREAS, the local government has requested the temporary closure of **Mesa Street and Texas Avenue**, for the purpose of allowing **Badass Human Race,** from **5:30 am** on **May 31, 2026** to **1:00 pm** on **May 31, 2026** as described in the attached **"Exhibit A"**, hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the ____day of _____**, 2026**, the El Paso City Council passed a Resolution, attached hereto and identified as **"Exhibit B,"** establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD
This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned, physical modifications of any man-made or natural features in or adjacent to the right of way involved and a location map is attached hereto as **"Exhibit C,"** and incorporated as if fully set forth herein.

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, including but not limited to; plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signage.

B. The local government shall submit to the State for review and approval: the construction plans, if construction or modifications to the State's right of way is required; the traffic control and signage plans; traffic enforcement plans, and; all other plans deemed necessary by the State. The State may require that any traffic control plan of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan, and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

(1) By mutual written agreement and consent of both parties.

(2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.

(3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.

(4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
City of El Paso Attn: Dionne Mack City Manager 300 N. Campbell- City 1, 2nd Floor El Paso, Texas 79901	Texas Department of Transportation Attn: Tomas C. Trevino El Paso District Engineer 13301 Gateway West El Paso, Texas 79928-5410

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF EL PASO
Executed on behalf of the local government by:

_____ Date_____
Dionne Mack
City Manager

APPROVED AS TO FORM:

_____
Ignacio R. Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Philip F. Etiwe, Director
Planning and Inspections Department

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By_____ Date_____
Tomas C. Trevino, P.E.,
El Paso District Engineer

Exhibit A

City of El Paso
Streets and Maintenance
Traffic Control Permit

Site Address: 115 DURANGO, EL PASO, TX 79901

Permit No: **EPTC26-00669** CSEV26-00024 CSEV26-00005 CSSN26-00002

Issued: **02/25/2026**

Expires: **05/31/2026**

Applicant	Phone Number	Barricade Company
NAHUM AVILA 4433 N STANTON EL PASO, TX 79902	Applicant:915-843-6395 Barricade:915-592-6619	APACHE BARRICADE & SIGN 11560 PELLICANO DR PO BOX 950667 EL PASO, TX 79996

WORK AUTHORIZED: BAD ASS HUMAN RACE WILL BE HAVING AN EVENT IN DOWNTOWN, REQUIRING STREET, LANE AND SIDEWALK CLOSURES PROVIDED BY APACHE BARRICADE COMPANY. NO OVERNIGHT TC DEVICES, EQUIPMENT, OR DEBRIS ARE TO BE LEFT ON OR OFF THE WORK AREA. ACTIVE TCP MUST BE PRESENT AND FOLLOWED AT ALL TIMES WITH AT LEAST 10' TRAVEL LANES. RESIDENT, BUSINESS & EMERGENCY VEHICLES MUST HAVE ACCESS AT ALL TIMES.

TYPE OF TRAFFIC CONTROL SET UP: TC: ROAD CLOSURES TCP MUST BE PICKED UP BEFORE 5:00PM ON 05/31/26

Start Date: 05/30/2026 7:00AM

Expiration Date: 05/31/2026 5:00PM

Length of Term:

ALL OBSTACLES MUST BE PICKED UP BEFORE 4:30PM ON 05/31/26

STREETCAR PERMIT
05/31/26
5:30AM-12:30PM

RACE EVENT
05/31/26
5:30AM-1:00PM

PERMIT APPROVED FOR COEP ROW ONLY

*** NOTICE ***

1. THIS PERMIT IS ISSUED IN ACCORDANCE WITH PROVISIONS OF CHAPTER 12.30 OF THE MUNICIPAL CODE AND CURRENT EDITION OF CHAPTER SIX OF THE TEXAS MANUAL OF UNIFORMED TRAFFIC CONTROL DEVICES AND THE APPLICANT, IN ACCEPTING IT, OBLIGATES THEM TO COMPLY FULLY WITH ALL THE PROVISIONS OF THE MUNICIPAL CODE.

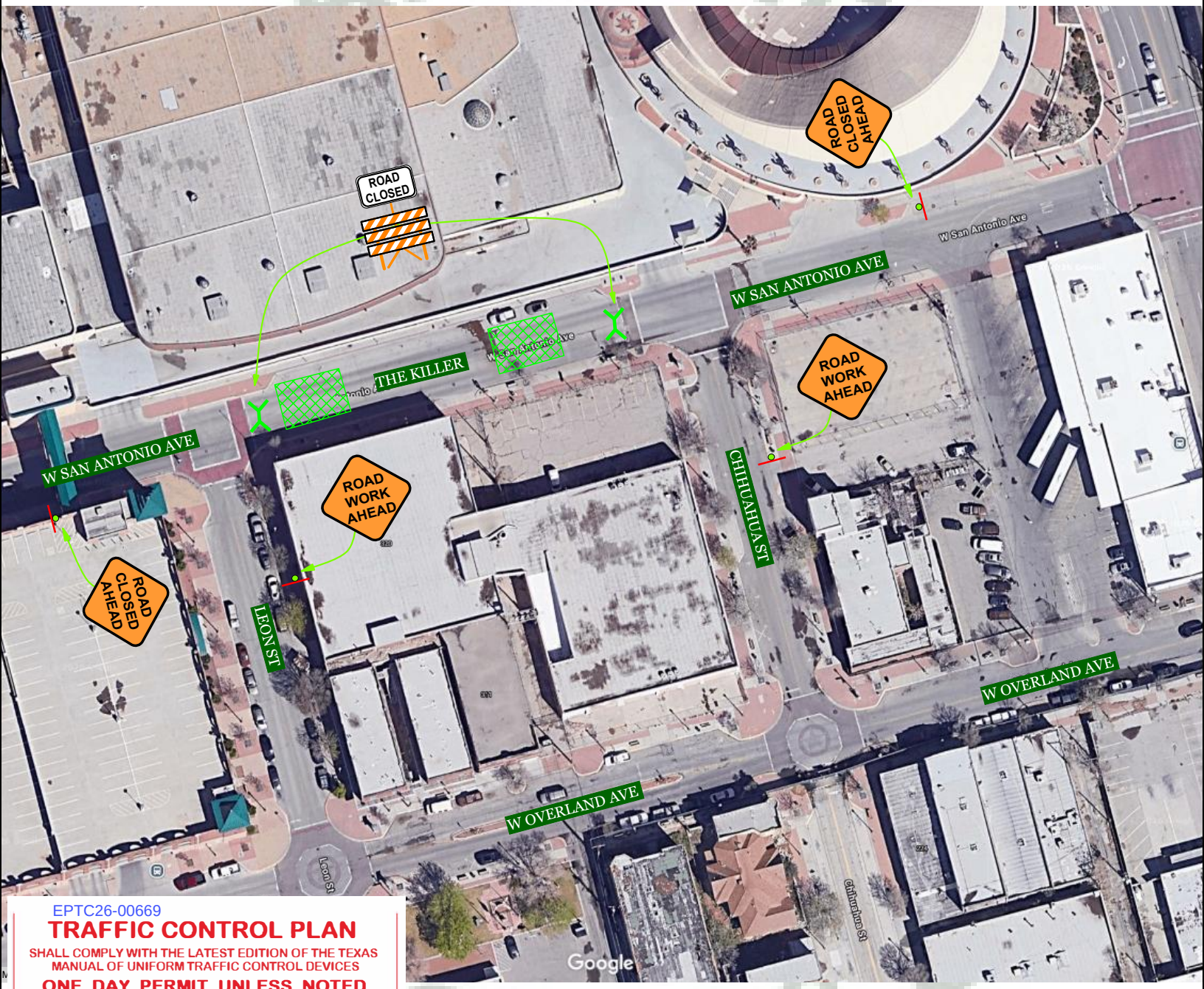
2. THIS TRAFFIC CONTROL PERMIT AND APPROVED TRAFFIC CONTROL PLAN, OR A COPY THEREOF, SHALL BE KEPT ON THE JOB SITE UNTIL COMPLETION OF THE PROJECT.

3. I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS PERMIT AND STATE THAT THE ABOVE INFORMATION IS CORRECT, AND AGREE TO COMPLY WITH ALL CITY, STATE AND FEDERAL LAWS REGULATING ACTIVITIES COVERED BY THIS PERMIT.

City Traffic Engineer

Contractor's, Owner's or Agent's Signature

Issued By Jose De Santiago



EPTC26-00669

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

ONE DAY PERMIT UNLESS NOTED

CLOSURE DATE: 05/30/26-05/31/26

Time: 7:00AM-5:00PM SAT-SUN

BY: _____ DATE: 02/24/2026

CITY OF EL PASO STREETS AND MAINTENANCE

TCP PREPARED BY: OMAR J GUEVARA, TCDS
APACHE BARRICADE & SIGN

POSTED SPEED	FORMULA	MIN. TAPER LENGTH 10' OFFSET	11' OFFSET	12' OFFSET	SUGGESTED MAX. DEVICE SPACING ON A TAPER	ON TANGENT	MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	200'
35		205'	225'	245'	35'	70'	160'	250'
40		265'	295'	320'	40'	80'	240'	305'
45	L= WS	450'	495'	540'	45'	90'	320'	360'
50		500'	550'	600'	50'	100'	400'	425'
55		550'	605'	660'	55'	110'	500'	495'
60		600'	660'	720'	60'	120'	*600'	570'
65		650'	715'	780'	65'	130'	*700'	645'
70		700'	770'	840'	70'	140'	*800'	730'

BADASS RUN
LOCATION:SAN ANTONIO BTW CHIHUAHUA AND LEON
PROJECT:OBSTACLE COURSE (THE KILLER)
TTC: ROAD CLOSURE

NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

ROAD CLOSED = OTHERWISE SPECIFIED

= WORK AREA



EPTC26-00669

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

ONE DAY PERMIT UNLESS NOTED

CLOSURE DATE: 05/30/26-05/31/26

Time: 7:00AM-5:00PM SAT-SUN

BY: _____ DATE: 02/24/2026

CITY OF EL PASO STREETS AND MAINTENANCE

TCP PREPARED BY: OMAR J GUEVARA, TCDS
APACHE BARRICADE & SIGN

POSTED SPEED	FORMULA	MIN. TAPER LENGTH 10' OFFSET	11' OFFSET	12' OFFSET	SUGGESTED MAX. DEVICE SPACING ON A TAPER	ON TANGENT	MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	200'
35		205'	225'	245'	35'	70'	160'	250'
40		265'	295'	320'	40'	80'	240'	305'
45	L= WS	450'	495'	540'	45'	90'	320'	360'
50		500'	550'	600'	50'	100'	400'	425'
55		550'	605'	660'	55'	110'	500'	495'
60		600'	660'	720'	60'	120'	*600'	570'
65		650'	715'	780'	65'	130'	*700'	645'
70		700'	770'	840'	70'	140'	*800'	730'

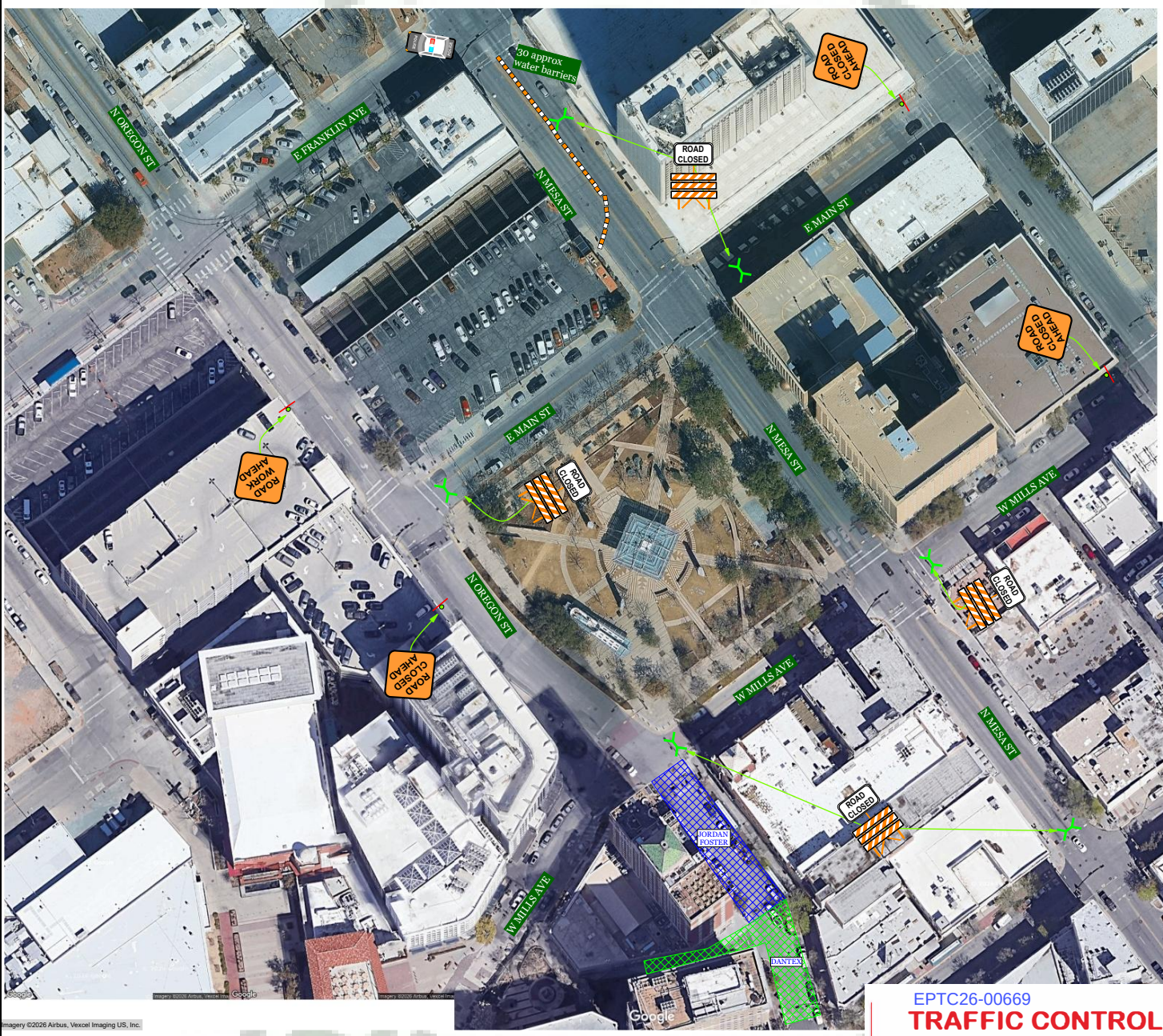
BADASS RUN
LOCATION:MILLS BTW KANSAS AND OCHOA
PROJECT:OBSTACLE COURSE (ROPE OBSTACLE)
TTC: ROAD CLOSURE

NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

ROAD CLOSED = =OTHERWISE SPECIFIED

= WORK AREA



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EPTC26-00669

TRAFFIC CONTROL PLAN

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TCP PREPARED BY: OMAR J GUEVARA, TCDS
APACHE BARRICADE & SIGN

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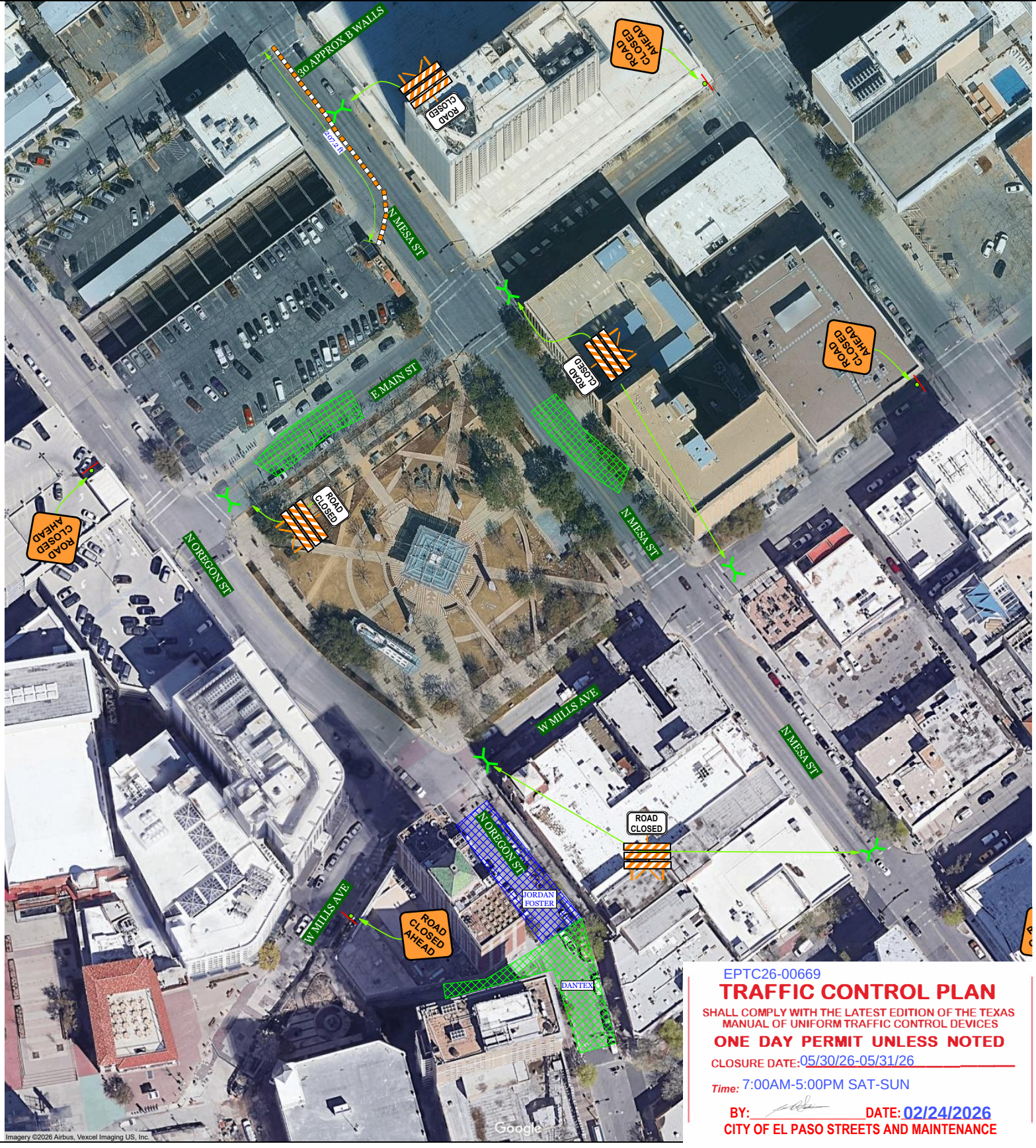
BADASS RUN
LOCATION:FRANKLIN / OREGON/ MAIN/ MESA/ OREGON
PROJECT:OBSTACLE COURSE (WATER BARRIERS CONTAINERS)
TTC: ROAD CLOSURE

NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

ROAD CLOSED = OTHERWISE SPECIFIED

= WATER BARRIER



EPTC26-00669

TRAFFIC CONTROL PLAN

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TCP PREPARED BY: OMAR J GUEVARA, TCDS
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POSTED SPEED	FORMULA	MIN. TAPER LENGTH 10' OFFSET	11' OFFSET	12' OFFSET	SUGGESTED MAX. DEVICE SPACING ON A TAPER	ON TANGENT	MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
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60		600'	660'	720'	60'	120'	*600'	570'
65		650'	715'	780'	65'	130'	*700'	645'
70		700'	770'	840'	70'	140'	*800'	730'

BADASS RUN
LOCATION:OREGON /MILLS/ MESA /MAIN
PROJECT:OBSTACLE COURSE (10 X 40 FT CONTAINER)
TTC: ROAD CLOSURE

NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

ROAD CLOSED = OTHERWISE SPECIFIED

= WORK AREA



EPTC26-00669

TRAFFIC CONTROL PLAN

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TCP PREPARED BY: OMAR J GUEVARA, TCDS
APACHE BARRICADE & SIGN

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55		550'	605'	660'	55'	110'	500'	495'
60		600'	660'	720'	60'	120'	*600'	570'
65		650'	715'	780'	65'	130'	*700'	645'
70		700'	770'	840'	70'	140'	*800'	730'

BADASS RUN
LOCATION:FRANKLIN AND COLDWELL
PROJECT:OBSTACLE COURSE (WATER BARRIERS CONTAINERS)
TTC: ROAD CLOSURE

NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

ROAD CLOSED = =OTHERWISE SPECIFIED

= WORK AREA

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EPTC26-00669

TRAFFIC CONTROL PLAN

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CITY OF EL PASO STREETS AND MAINTENANCE

TCP PREPARED BY: OMAR J GUEVARA, TCDS
APACHE BARRICADE & SIGN

POSTED SPEED	FORMULA	MIN. TAPER LENGTH 10' OFFSET	11' OFFSET	12' OFFSET	SUGGESTED MAX. DEVICE SPACING ON A TAPER	ON TANGENT	MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
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65		650'	715'	780'	65'	130'	*700'	645'
70		700'	770'	840'	70'	140'	*800'	730'

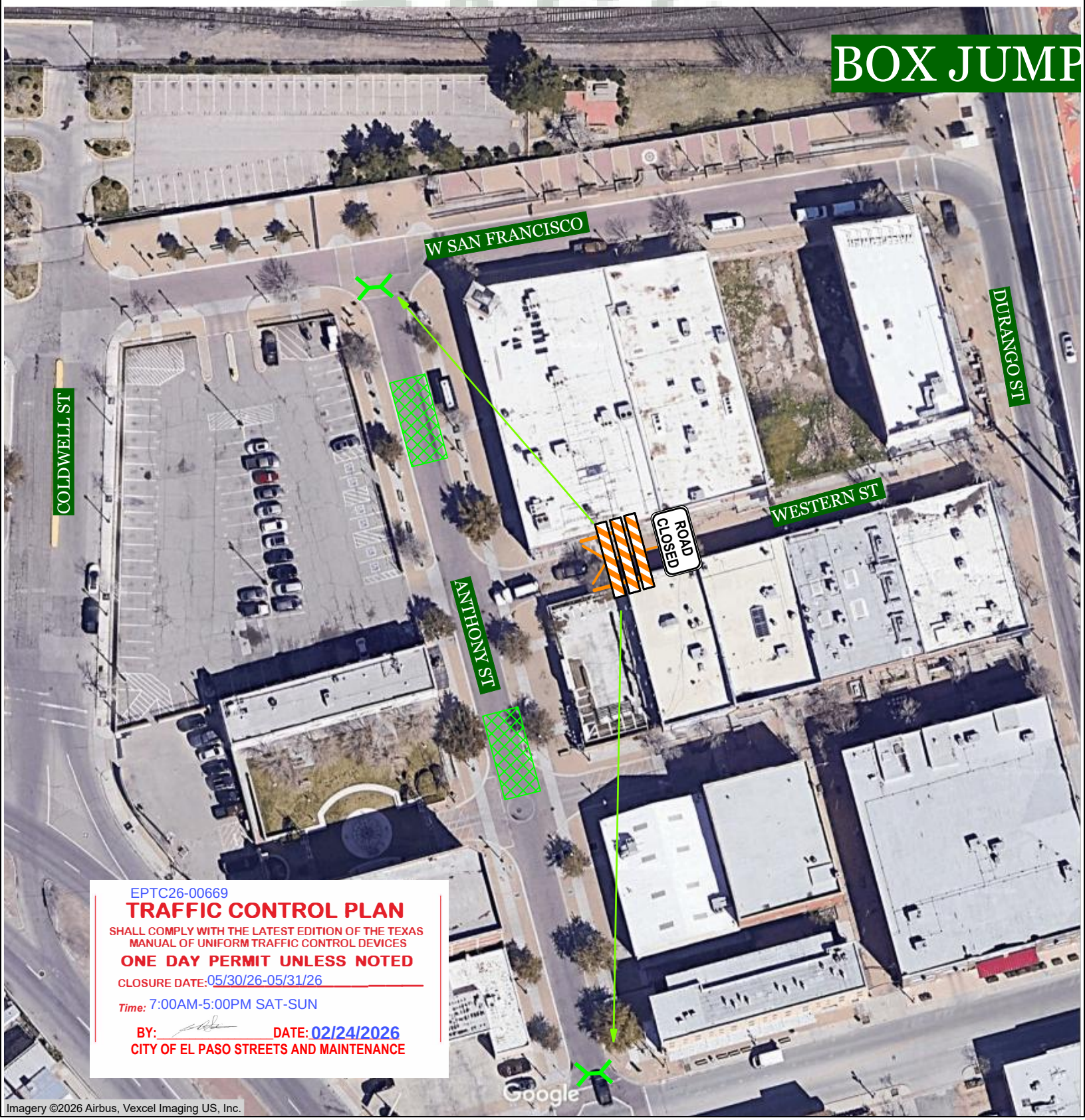
BADASS RUN
LOCATION:MILLS /VIRGINIA
PROJECT:OBSTACLE COURSE (TIRE PULL CORNER)
TTC: ROAD CLOSURE

NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

ROAD CLOSED = =OTHERWISE SPECIFIED

= WORK AREA



EPTC26-00669

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TCP PREPARED BY: OMAR J GUEVARA, TCDS
APACHE BARRICADE & SIGN

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45	L= WS	450'	495'	540'	45'	90'	320'	360'
50		500'	550'	600'	50'	100'	400'	425'
55		550'	605'	660'	55'	110'	500'	495'
60		600'	660'	720'	60'	120'	*600'	570'
65		650'	715'	780'	65'	130'	*700'	645'
70		700'	770'	840'	70'	140'	*800'	730'

BADASS RUN
LOCATION:WESTERN AND ANTHONY
PROJECT:OBSTACLE COURSE (BOX JUMPING)
TTC: ROAD CLOSURE

NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

= ROAD CLOSED =OTHERWISE SPECIFIED

= WORK AREA

NET OBSTACLE



EPTC26-00669

TRAFFIC CONTROL PLAN

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TCP PREPARED BY: OMAR J GUEVARA, TCDS
APACHE BARRICADE & SIGN

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60		600'	660'	720'	60'	120'	*600'	570'
65		650'	715'	780'	65'	130'	*700'	645'
70		700'	770'	840'	70'	140'	*800'	730'

BADASS RUN
LOCATION:MILLS AND OCHOA
PROJECT:OBSTACLE COURSE (NET OBSTACLE)
TTC: ROAD CLOSURE

NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

ROAD CLOSED = =OTHERWISE SPECIFIED

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65		650'	715'	780'	65'	130'	*700'	645'
70		700'	770'	840'	70'	140'	*800'	730'

BADASS RUN
LOCATION:MILLS /VIRGINIA
PROJECT:OBSTACLE COURSE (TIRE PULL CORNER)
TTC: ROAD CLOSURE

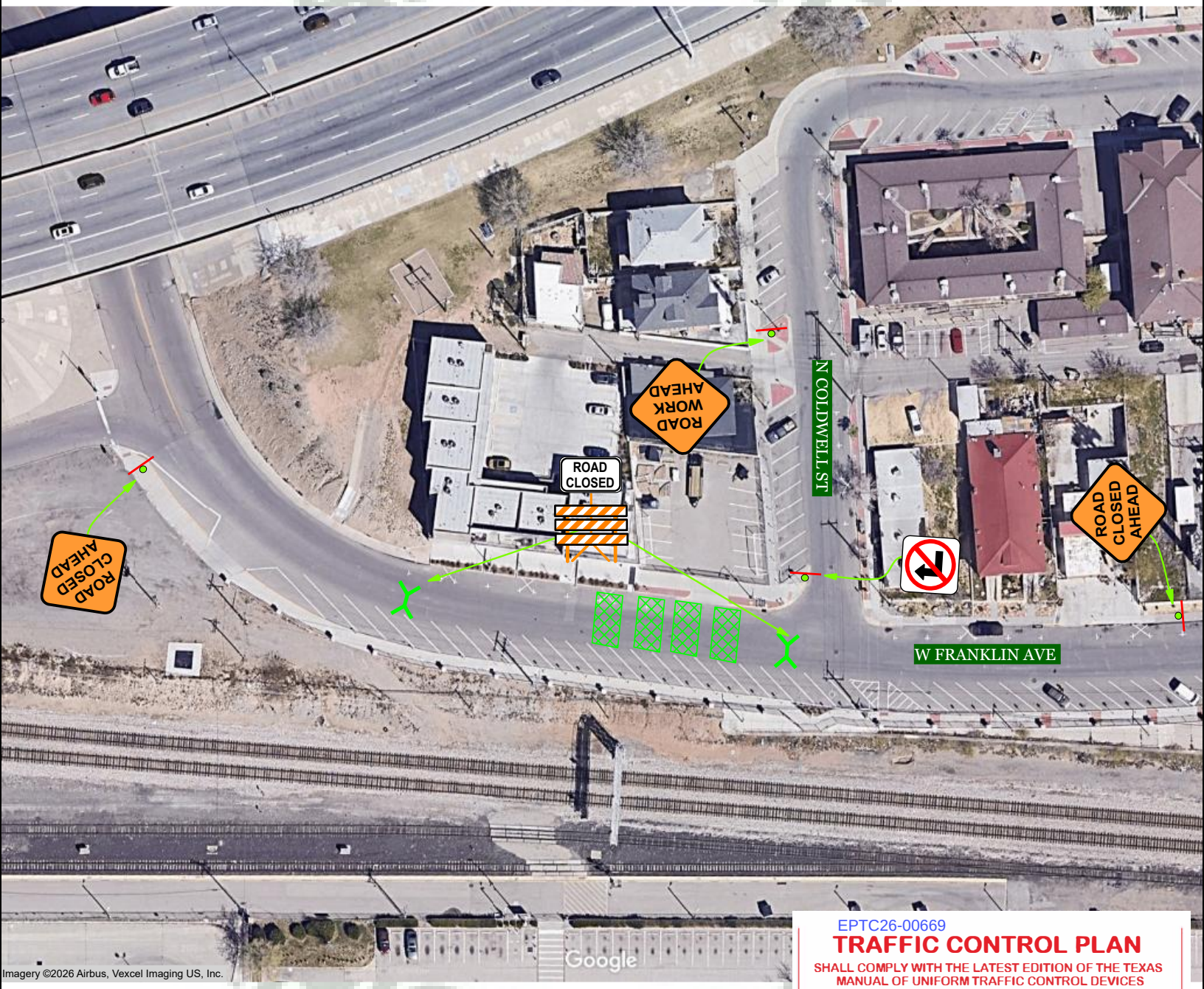
NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

ROAD CLOSED = OTHERWISE SPECIFIED

= WORK AREA

APACHE BARRICADE & SIGN TCP



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65		650'	715'	780'	65'	130'	*700'	645'
70		700'	770'	840'	70'	140'	*800'	730'

BADASS RUN
LOCATION:FRANKLIN AND COLDWELL
PROJECT:OBSTACLE COURSE (WATER BARRIERS CONTAINERS)
TTC: ROAD CLOSURE

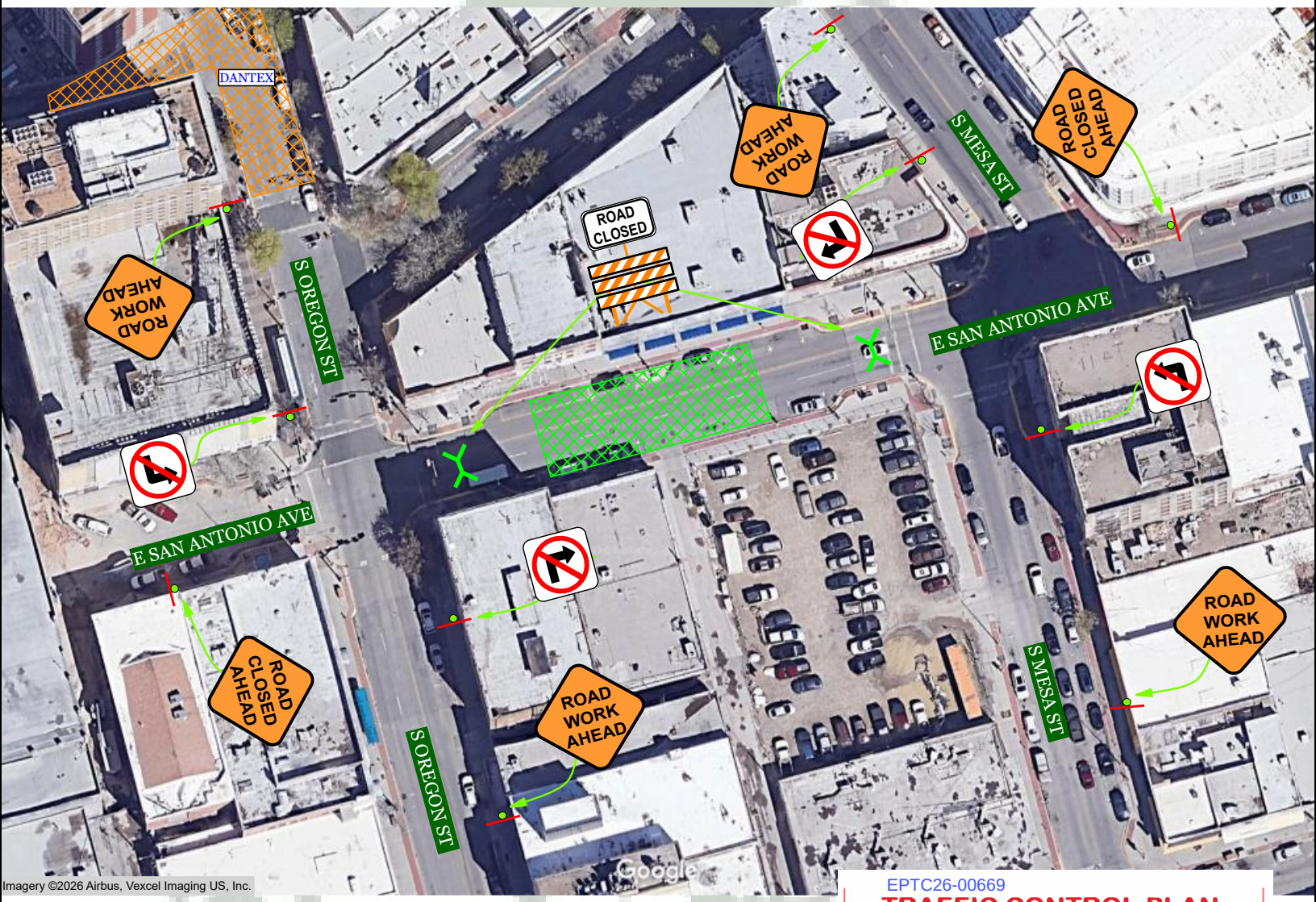
NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

ROAD CLOSED = =OTHERWISE SPECIFIED

= WORK AREA

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EPTC26-00669

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

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TCP PREPARED BY: OMAR J GUEVARA, TCDS
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65		650'	715'	780'	65'	130'	*700'	645'
70		700'	770'	840'	70'	140'	*800'	730'

BADASS RUN
LOCATION:SAN ANTONIO BTW MESA AND OREGON
PROJECT:OBSTACLE COURSE (WALL BALL CONTAINER)
TTC: ROAD CLOSURE

NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

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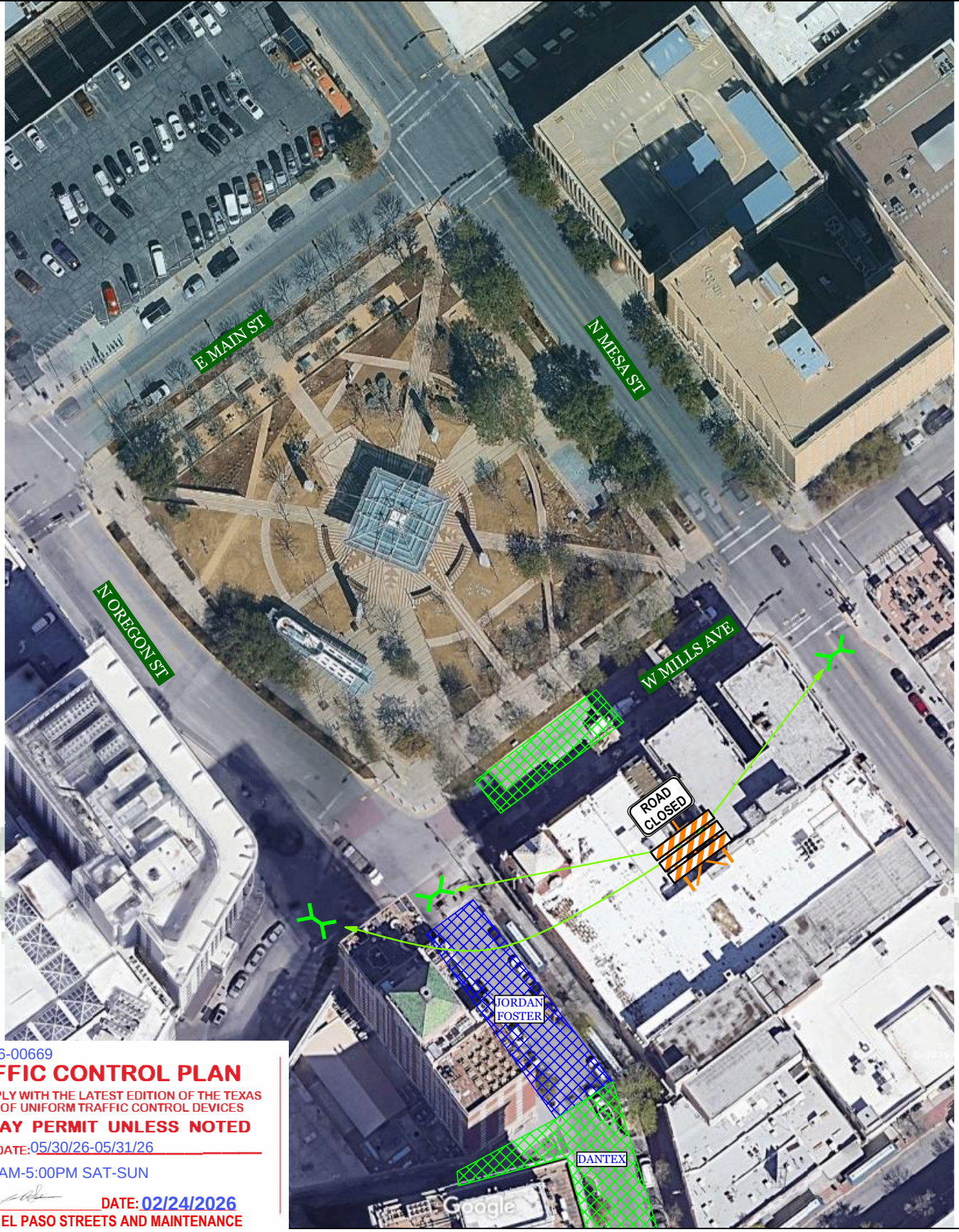
BADASS RUN
LOCATION:MILLS /OREGON / MAIN
PROJECT:OBSTACLE COURSE (WARPED WALL OBSTACLE)
TTC: ROAD CLOSURE

NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

ROAD CLOSED = =OTHERWISE SPECIFIED

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70		700'	770'	840'	70'	140'	*800'	730'

BADASS RUN
LOCATION:MILLS /OREGON / MESA
PROJECT:OBSTACLE COURSE (SALMON LADDER OBSTACLE)
TTC: ROAD CLOSURE

NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

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TCP PREPARED BY: OMAR J GUEVARA, TCDS
APACHE BARRICADE & SIGN

POSTED SPEED	FORMULA	MIN. TAPER LENGTH 10' OFFSET	11' OFFSET	12' OFFSET	SUGGESTED MAX. DEVICE SPACING ON A TAPER	ON TANGENT	MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	200'
35		205'	225'	245'	35'	70'	160'	250'
40		265'	295'	320'	40'	80'	240'	305'
45	L= WS	450'	495'	540'	45'	90'	320'	360'
50		500'	550'	600'	50'	100'	400'	425'
55		550'	605'	660'	55'	110'	500'	495'
60		600'	660'	720'	60'	120'	*600'	570'
65		650'	715'	780'	65'	130'	*700'	645'
70		700'	770'	840'	70'	140'	*800'	730'

BADASS RUN
LOCATION:MILLS BTW KANSAS AND OCHOA
PROJECT:OBSTACLE COURSE (ROPE OBSTACLE)
TTC: ROAD CLOSURE

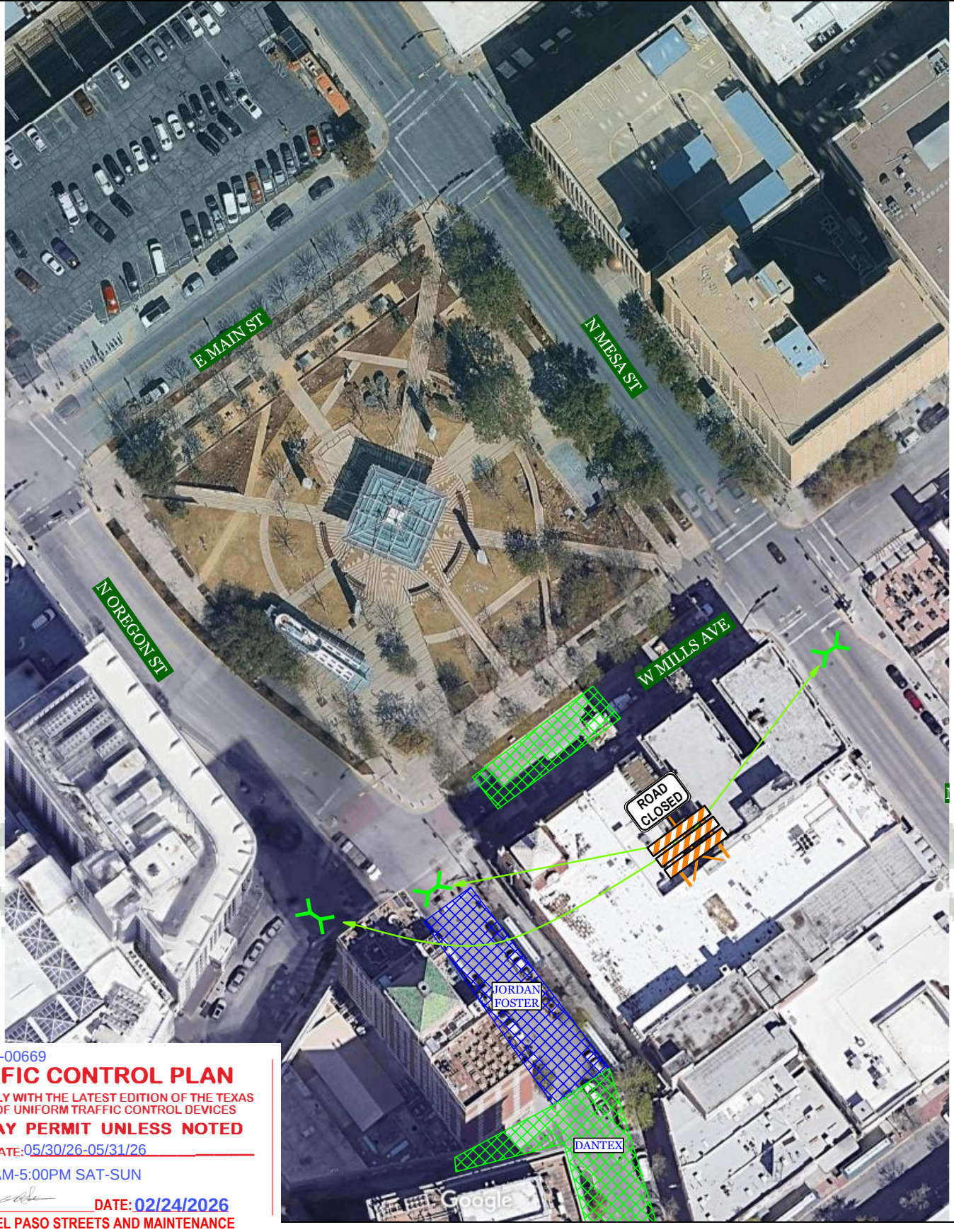
NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

ROAD CLOSED = OTHERWISE SPECIFIED

= WORK AREA

97



EPTC26-00669

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

ONE DAY PERMIT UNLESS NOTED

CLOSURE DATE: 05/30/26-05/31/26

Time: 7:00AM-5:00PM SAT-SUN

BY: _____ DATE: 02/24/2026

CITY OF EL PASO STREETS AND MAINTENANCE

APACHE BARRICADE & SIGN

POSTED SPEED	FORMULA	MIN. TAPER LENGTH 10' OFFSET	11' OFFSET	12' OFFSET	SUGGESTED MAX. DEVICE SPACING ON A TAPER	ON TANGENT	MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
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APACHE BARRICADE T C P

BADASS RUN
LOCATION:MILLS /OREGON / MESA
PROJECT:OBSTACLE COURSE (SALMON LADDER OBSTACLE)
TTC: ROAD CLOSURE

NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

ROAD CLOSED = OTHERWISE SPECIFIED

= WORK AREA



EPTC26-00669

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

ONE DAY PERMIT UNLESS NOTED

CLOSURE DATE: 05/30/26-05/31/26

Time: 7:00AM-5:00PM SAT-SUN

BY: _____ DATE: 02/24/2026

CITY OF EL PASO STREETS AND MAINTENANCE

APACHE BARRICADE & SIGN

POSTED SPEED	FORMULA	MIN. TAPER LENGTH 10' OFFSET	11' OFFSET	12' OFFSET	SUGGESTED MAX. DEVICE SPACING ON A TAPER	ON TANGENT	MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
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BADASS RUN
LOCATION:SAN ANTONIO BTW CAMPBELL AND KANSAS
PROJECT:OBSTACLE COURSE (CLIMB CONTAINER)
TTC: ROAD CLOSURE

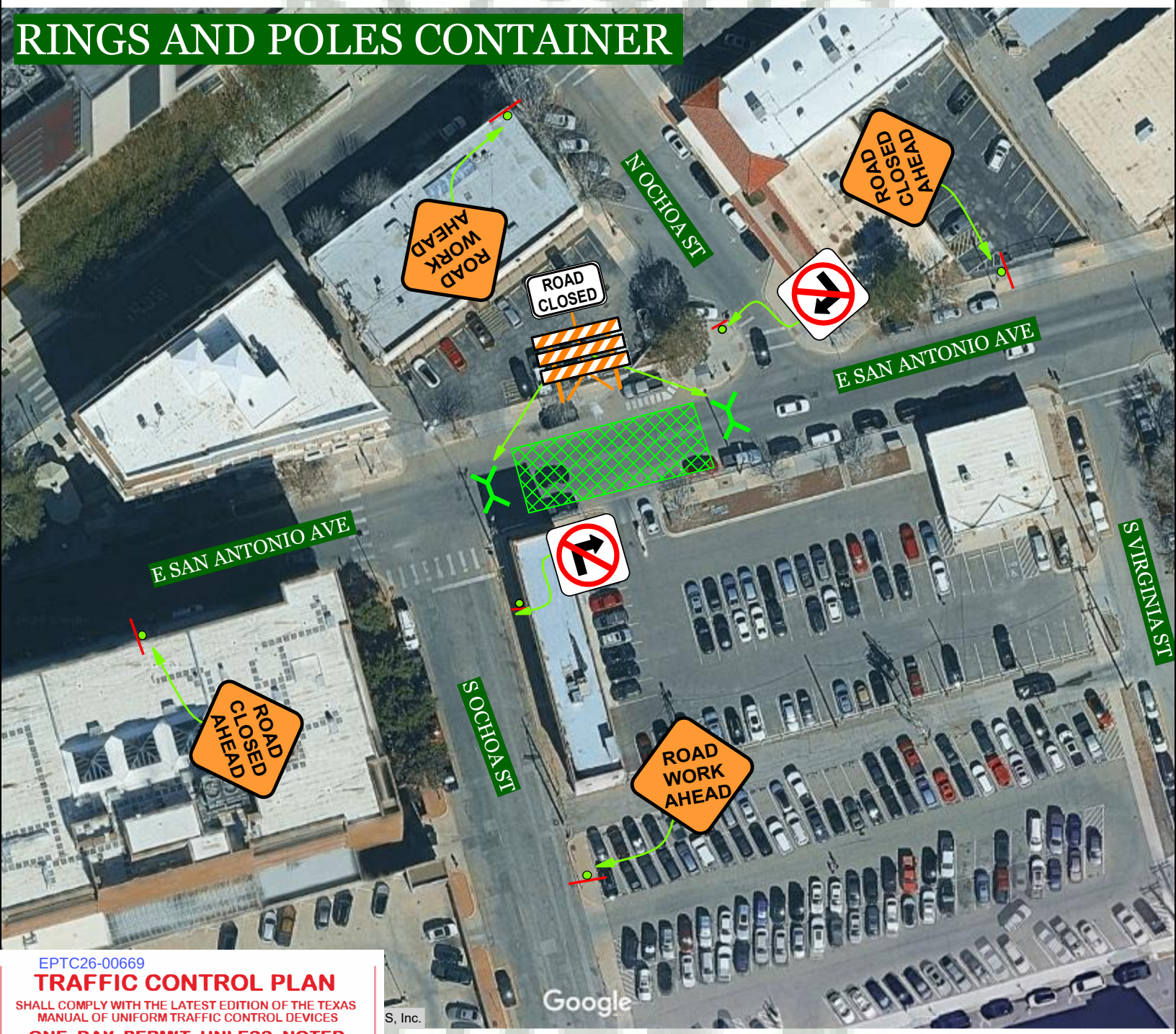
NOTES:
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2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

ROAD CLOSED = OTHERWISE SPECIFIED

= WORK AREA

RINGS AND POLES CONTAINER



EPTC26-00669

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

ONE DAY PERMIT UNLESS NOTED

CLOSURE DATE: 05/30/26-05/31/26

Time: 7:00AM-5:00PM SAT-SUN

BY: _____ DATE: 02/24/2026

CITY OF EL PASO STREETS AND MAINTENANCE

TCP PREPARED BY: OMAR J GUEVARA, TCDS
APACHE BARRICADE & SIGN

POSTED SPEED	FORMULA	MIN. TAPER LENGTH 10' OFFSET	11' OFFSET	12' OFFSET	SUGGESTED MAX. DEVICE SPACING ON A TAPER	ON TANGENT	MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
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BADASS RUN
LOCATION:SAN ANTONIO AND OCHOA
PROJECT:OBSTACLE COURSE (RINGS AND POLES)
TTC: ROAD CLOSURE

NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

ROAD CLOSED = OTHERWISE SPECIFIED

= WORK AREA **100**

BIKE RACKS



EPTC26-00669

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

ONE DAY PERMIT UNLESS NOTED

CLOSURE DATE: 05/30/26-05/31/26

Time: 7:00AM-5:00PM SAT-SUN

BY: _____ DATE: 02/24/2026

CITY OF EL PASO STREETS AND MAINTENANCE

TCP PREPARED BY: OMAR J GUEVARA, TCDS
APACHE BARRICADE & SIGN

POSTED SPEED	FORMULA	MIN. TAPER LENGTH 10' OFFSET	11' OFFSET	12' OFFSET	SUGGESTED MAX. DEVICE SPACING ON A TAPER	ON TANGENT	MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
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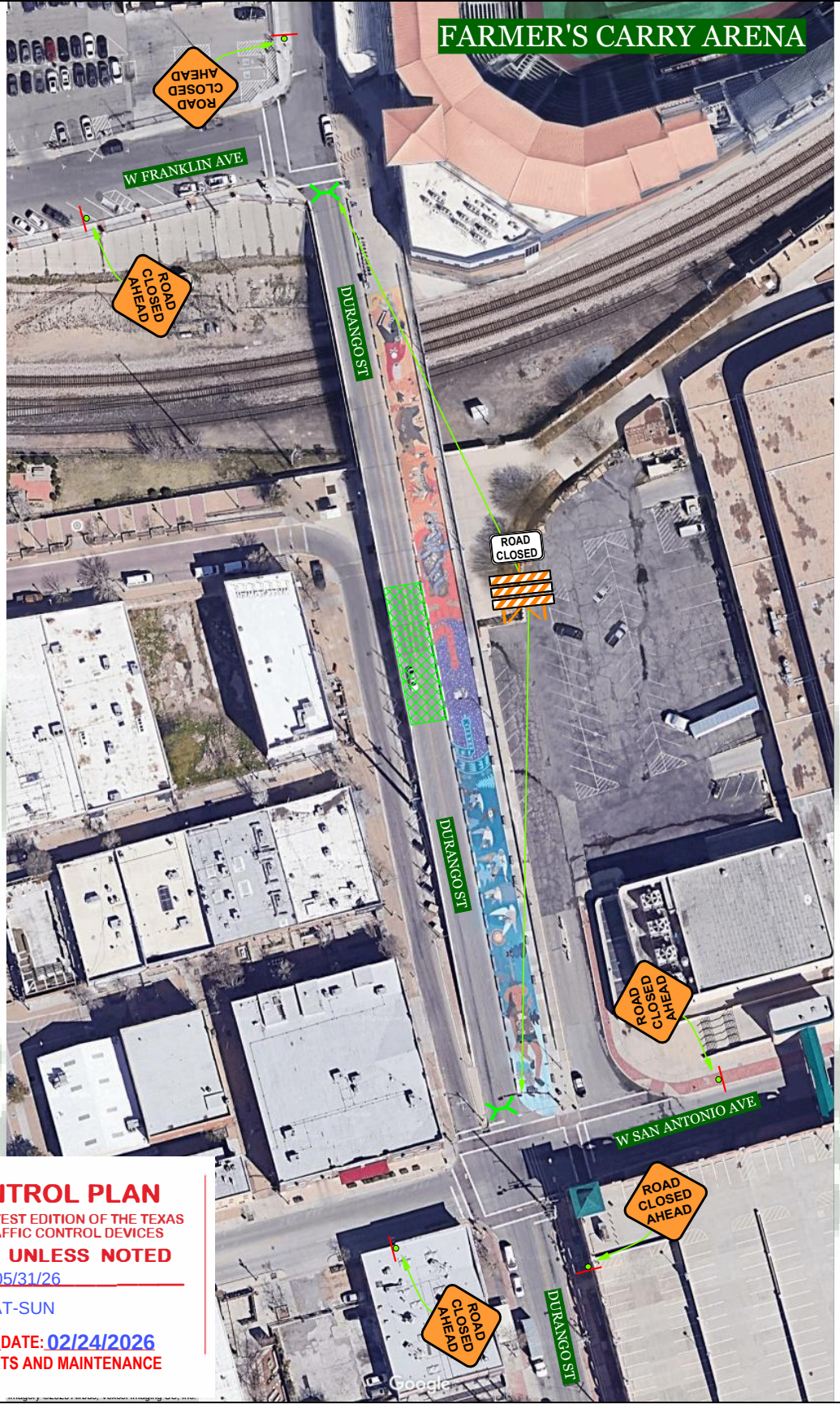
BADASS RUN
LOCATION:WESTERN AND ANTHONY
PROJECT:OBSTACLE COURSE
TTC: ROAD CLOSURE

NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

ROAD CLOSED = OTHERWISE SPECIFIED

= WORK AREA



EPTC26-00669

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

ONE DAY PERMIT UNLESS NOTED

CLOSURE DATE: 05/30/26-05/31/26

Time: 7:00AM-5:00PM SAT-SUN

BY: _____ DATE: 02/24/2026

CITY OF EL PASO STREETS AND MAINTENANCE

TCP PREPARED BY: OMAR J GUEVARA, TCDS
APACHE BARRICADE & SIGN

POSTED SPEED	FORMULA	MIN. TAPER LENGTH 10' OFFSET	11' OFFSET	12' OFFSET	SUGGESTED MAX. DEVICE SPACING ON A TAPER	ON TANGENT	MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
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BADASS HUMAN RUN
LOCATION: DURANGO- FRANKLIN - OVERLAND
PROJECT: OBSTACLE COURSE
TTC: ROAD CLOSURE

NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

ROAD CLOSED = OTHERWISE SPECIFIED

= WORK AREA **102**

Exhibit B

R E S O L U T I O N

WHEREAS, **Badass Human LLC** (hereinafter referred to as "Grantee") has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of rights-of-way within the City of El Paso's (hereinafter referred to as "the City") for the **Badass Human Race 2026 from 5:30 am to 1:00 pm on Sunday , May 31 2026.** (hereinafter referred to as the "Event"); and

WHEREAS, The Event will utilize both City and State rights-of-way: and

WHEREAS, The City of El Paso (hereinafter referred to as the "City") has found the Event serves a public purpose; and

WHEREAS, The State of Texas (hereinafter referred to as the "State") owns and operates a system of highways for public use and benefit, including **Mesa Street and Texas Avenue** within El Paso, Texas; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of portions of the State Highway System for periods of time exceeding four hours; and

WHEREAS, the State in recognition of the public purpose for the Event, provides a means of cooperating with the City for the temporary closure of State right-of-way, provided the closure is in accordance with the requirements of 43 TAC, Section 22.12 and the City enters into an Agreement for the Temporary Closure of State Right-of-Way for the Event (Form TEA 30A).

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

That the closure of rights-of-way within the City of El Paso for the **Badass Human Race 2026 from 5:30 am on Sunday , May 31, 2026 to 1:00 pm on Sunday, May 31, 2026**, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of **Mesa Street and Texas Avenue** upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine,
City Clerk

APPROVED AS TO FORM:

_____
Ignacio R. Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Philip F, Etiwe, Director
Planning & Inspections Department

Exhibit C

EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1563

Organization Information

Name of the Organization:		
Badass Human LLC		
Address:		
401 N. MESA ST		
City	State	Zip Code
EL Paso	Texas	79901
Phone		
915-843-6395		
E-Mail:		
info@badasshumanrace.com		

Contact Information

Name:		
Nahum Avila - Badass Human Race Team		
Address:		
401 N. Mesa St.		
City:	State:	Zip Code:
El Paso	Texas	79901
Phone:		
915-843-6395		
E-Mail:		
info@badasshumanrace.com		
Preferred Language:		
English ●	Español	

EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1563

Event Details

Name of the Event:		
Badass Human Race		
Location of the Event: (Event must take place in city limits or on park grounds)		
401 N. Mesa		
City	State	Zip Code
El Paso	Texas	79901

Event Type: (Only Choose One)

● Athletic Event	March	Procession	PD Escort
Bazaar	Block Party	Celebration	Festival
Sidewalk Sale	Street Dance	Street Display	Other:

Target Audience: (Only Choose One)

● 18 Years +	● 21 Years +	Families	Children	Teens

Does the event route or footprint cross or take place near/on Union Pacific railroad property?	
● Yes	No

Does the event route or footprint cross or take place near/on Streetcar right-of-way?	
● Yes	No

Does the event take place on a park?	
No	● Yes (List Park Name): San Jacinto Plaza

Does your event utilize a parking lot or private property? (If yes; see additional documentation below)	
No	● Yes (Provide Address): Mills Parking Lot 401 N. Mesa

Additional Documentation

If your event will be utilizing a parking lot or private property please provide a letter on letterhead from the business manager, owner, property owner on letterhead. ***Further review will be required to ensure additional permits are not needed.**

EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1563

Parades Only

Where will you begin staging for your parade? (Provide the exact location)		
Coffee Box Lot		
Address:		
401 N. MESA ST		
City:	State:	Zip Code:
El Paso	Texas	79901
How will the parade participants be released?		
All at Once	● In waves/groups	
Turn-by-Turn Directions: (Include this on your attached route; if utilizing MapMyRun provide the map link) NA		
Start N. Mesa Street towards I-10, Turn Left E Franklin Ave, Turn Right N Santa Fe, Turn Le!		
SEE ATTTACHED		

Event Date(s) & Time, Traffic Control & Traffic Monitoring NA

Event Date		Event Time	
Start Date:	May 31, 2026	Start Time:	05:30 am
End Date:	May 31, 2026	End Time:	01:00 pm
Traffic Control			
Start Date:	May 31, 2026	Start Time:	05:30 am
End Date:	May 31, 2026	End Time:	01:00 pm
Traffic Monitoring			
Start Date:	May 31, 2026	Start Time:	05:30 am
End Date:	May 31, 2026	End Time:	01:00 pm

EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1563

Expected Event Attendance (Whole numbers only)

Anticipated number of participants:
3500
Anticipated number of event staff/volunteers:
200-300
Anticipated number of vehicles:
0 NA
Type of Vehicle: (food truck, trailer, etc.):
n/a NA
Anticipated number of total people attending event:
6000
How are the numbers above determined?
Estimated on first year's information

Event Clean Up

The El Paso City Code requires applicants to clean the street, sidewalks, parks and other rights-of-way from all event litter and debris. In the event that the areas are not cleaned by the applicants, the City may perform such cleaning at a cost to the applicant. Arrangements may be made in advance to perform the cleaning, at a cost, by requesting the City Street Sweeping services below.

Who is responsible for the clean up of the event footprint? (Street, Sidewalk, Park, etc.)

Applicant	City Street Sweeping	● Downtown Management District	Third Party Service

Name and cell phone number of the on-site responsible person for clean up:	
Ricardo Bustamantge	915-253-4087

What is your cleaning and sanitation plan? (Be detailed)

Clean after the event

Will you have portable jons and/or handwashing stations? (If yes, list the company name and phone number) NA

● No	Yes:

EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1563

Event Clean Up continued

How many portable jons and/or handwashing stations will you have?	
Portable Jons: n/a NA	Handwashing Stations: n/a NA

Alcohol Sales and Consumption

Insurance and other provisions may be required when hosting, serving, consuming or selling on city right-of-way. All alcohol sales require a TABC license. NA

Will alcoholic beverages be sold, served or consumed at the event?
No
Will alcoholic beverages be sold, served or consumed at a city park?
No
Will alcoholic beverages be sold, served or consumed on city right-of-way?
No
Is your event BYOB?
No
ALCOHOL SALES ONLY—Trade Name of the TABC licensed applicant:
n/a

Traffic Control Plan

Traffic control is normally not required for parades; however, it may vary on a case by case basis.

Barricade Company:	
N/A	
Alley affected?	
Yes	● No
Description of Closure (Name of streets that are being closed):	

EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1563

Police and Security

EPPD estimated cost for your event will be provided to you; the deposit is to be paid two (2) business days prior to your event date.

Will you be hiring the El Paso Police Department to conduct traffic control/enforcement for your event?

Yes	● No (Name of the licensed Texas Peace Officer Entity): Constable Lalo Martinez

If you elected no for the question above submit a signed memo from the respective licensed Texas Peace Officer Entity on department letterhead indicating that they will be providing traffic enforcement services.

Will you be hiring security guards (armed/unarmed)?

● No NA	Yes (Number of Guards):

Name of the Company:

Contact Person:

Address:

City:	State:	Zip Code:
		79902

Phone Number:

E-Mail:

Parking Meters

All parking meters requested for exclusive use will be bagged at 6:00AM on the start date selected; additional fees may apply.

Do you need parking meters **within the event** footprint to be bagged?

Yes	No NA

EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1563

Parking Meters continued

Do you need parking meters **outside the event** footprint to be bagged?	
Yes	● No
Start Date for Meter Bagging:	
End Date for Meter Bagging:	
Attach the meter numbers on a separate page.	

Fire & Safety

All temporary fencing, barriers and temporary structures must be detailed on the site plan. A public safety plan, crowd managers and/or fire guards may be required and must be approved by EPFD.
Will temporary fences or barriers be erected? NA
NO
Will temporary membrane structures be erected (tents/canopies)?
NO
Will stages or other structures be erected?
NO
Quantity and Size of Structure(s):
NO
Description/Purpose of Structure(s):
N/A
How will you supply power to your event?
N/A
Will the event feature or utilize fireworks/pyrotechnics?

Yes	● No NA

EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1563

Amplification Use NA

Amplification utilized during the event shall comply with the noise standards set forth in Chapter 9.40 (Noise) and 13.28

Will your event use amplified devices, microphones, speakers, instruments?

Yes	● No

How many of the following will you be using?

Microphones:	Speakers:	Amplifiers:	Other:

Purpose of Amplification: (Select only one)

● Announcements	Ambience	Concert	Advertising

Location description of amplification devices:

N/A

Animals

Applicants are required to keep event footprint clean and free of animal excrement during the event.

Will your event feature animals?

● No	Yes (Breed and how many):

How will the animals be used during the event?

Will on-site housing be provided?

Yes	No

If Yes, describe housing:

Food Sales

Health permits are to be pulled separately through the health department.

EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1563

Food Sales continued

Will the event feature food, beverage or merchandise vendors?	
Yes	● No

Approximate number of food location:

Approximate number of beverage locations:

Approximate number of pre-packaged food locations:

Approximate number of exposed food location:

General Agreements

Please make sure that all required fields are filled in and/or checked. Incomplete applications will be rejected.

I understand that at least 50% of the estimate for EPPD escort and street sweeping must be paid a minimum of 2 business days in advance prior to permit issuance or my event may be cancelled.

I understand that at any estimate that is provided is only an approximation of the actual cost. I will be responsible for paying the full cost of the services provided to me, which may be higher than the estimates provided.

If requesting street sweeping services: I hereby request that the City of El Paso provide the cleaning as indicated in the application and the city and its employees deem appropriate. I am obligated under the El Paso City code to keep the event footprint clean of all litter and debris; whether, caused by myself, participants or spectators to the event. I agree to pay the city for the cost of such cleaning services when I am billed within 30 days of receiving the invoice.

I understand that the application fee is non-refundable.

The information provided in this application as well as the supporting documents are true and correct.

Additional Documentation

Provide your legible route along with turn-by-turn directions.

Provide your legible site map.

EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1563

Electronic Signature & Date

Nahum Avila	02/02/2026

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	Nahum Avila
Business Name	Badass Human LLC
Agenda Item Type	2026 Badass Human Race
Relevant Department	Downtown Management District

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: Nahum Avila Date: Feb. 24. 2026

File #: 26-0455, **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 8
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Armida R. Martinez, (915) 212-1605

AGENDA LANGUAGE:

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

A Resolution that the closure of right-of-way within the City of El Paso for the Badass Human Race 2026 from 7:00 am on Saturday , May 30, 2026 to 5:00 pm on Sunday, May 31, 2026, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for a portion of Mesa Street between Franklin Street and Texas Avenue upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30A agreement between the City of El Paso and State of Texas Department of Transportation.

Applicant: Nahum Avila
Case Number: CSEV26-00024

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Planning and Inspections

AGENDA DATE: 4/14/26

PUBLIC HEARING DATE: 4/14/26

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Armida R. Martinez **PHONE NUMBER:** (915) 212-1605

DISTRICT(S) AFFECTED: 8

AGENDA ITEM:

The closure of right-of-way within the City of El Paso for the Badass Human Race 2026 from 7:00 am on Saturday , May 30, 2026 to 5:00 pm on Sunday, May 31, 2026, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for a portion of Mesa Street between Franklin Street and Texas Avenue upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30A agreement between the City of El Paso and State of Texas Department of Transportation.

Applicant: Nahum Avila
Case Number: CSEV26-00024

ISSUE STATEMENT:

The event is a community running and obstacle race designed to promote fitness and community engagement in El Paso. The Bad Add Race is intended to reflect real-life challenges through its obstacles, celebrating resilience and the everyday victories people achieve. This closure is for the setup of the obstacles.

BACKGROUND:

N/A

COUNCIL OPTIONS:

N/A

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

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

N/A

RELATED CITY POLICIES:

N/A

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

See attached.

NAME	AMOUNT ($)

ATTACHMENTS:

N/A

FOR MORE INFORMATION:

Armida Martinez (915) 212-1605 MartinezAR@elpasotexas.gov

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

SIGNATURE: Philip Etiwe

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

R E S O L U T I O N

WHEREAS, **Nahum Avila** (hereinafter referred to as "Grantee") has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of rights-of-way within the City of El Paso's (hereinafter referred to as "the City") for the **Badass Human Race 2026 from 5:30 am to 1:00 pm on Sunday , May 31 2026.** (hereinafter referred to as the "Event"); and

WHEREAS, The Event will utilize both City and State rights-of-way: and

WHEREAS, The City of El Paso (hereinafter referred to as the "City") has found the Event serves a public purpose; and

WHEREAS, The State of Texas (hereinafter referred to as the "State") owns and operates a system of highways for public use and benefit, including **Mesa Street** within El Paso, Texas; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of portions of the State Highway System for periods of time exceeding four hours; and

WHEREAS, the State in recognition of the public purpose for the Event, provides a means of cooperating with the City for the temporary closure of State right-of-way, provided the closure is in accordance with the requirements of 43 TAC, Section 22.12 and the City enters into an Agreement for the Temporary Closure of State Right-of-Way for the Event (Form TEA 30A).

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

That the closure of rights-of-way within the City of El Paso for the **Badass Human Race 2026 from 7:00 am on Saturday , May 30, 2026 to 5:00 pm on Sunday, May 31, 2026**, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of **Mesa Street between Franklin Street and Texas Avenue** upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Ignacio R. Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Philip F, Etiwe, Director
Planning & Inspections Department

STATE OF TEXAS §
§
COUNTY OF EL PASO §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of El Paso, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including **Mesa Street**, in El Paso, County; and

WHEREAS, the local government has requested the temporary closure of **Mesa Street Avenue**, for the purpose of allowing **Badass Human Race 2026**, from **7:00 am** on **April 30, 2026** to **5:00 pm** on **April 31, 2026** as described in the attached **"Exhibit A"**, hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the ____day of **_____, 2026**, the El Paso City Council passed a Resolution, attached hereto and identified as **"Exhibit B,"** establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD
This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION
The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned, physical

modifications of any man-made or natural features in or adjacent to the right of way involved and a location map is attached hereto as **"Exhibit C,"** and incorporated as if fully set forth herein.

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, including but not limited to; plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signage.

B. The local government shall submit to the State for review and approval: the construction plans, if construction or modifications to the State's right of way is required; the traffic control and signage plans; traffic enforcement plans, and; all other plans deemed necessary by the State. The State may require that any traffic control plan of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan, and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

(1) By mutual written agreement and consent of both parties.
(2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
(3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
(4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	**State:**
City of El Paso Attn: Dionne Mack City Manager 300 N. Campbell- City 1, 2nd Floor El Paso, Texas 79901	Texas Department of Transportation Attn: Tomas C. Trevino El Paso District Engineer 13301 Gateway West El Paso, Texas 79928-5410

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF EL PASO
Executed on behalf of the local government by:

_____ Date_____
Dionne Mack
City Manager

APPROVED AS TO FORM:

_____
Ignacio R. Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Philip F. Etiwe, Director
Planning and Inspections Department

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By_____ Date_____
Tomas C. Trevino, P.E.,
El Paso District Engineer

Exhibit A
City of El Paso
Streets and Maintenance
Traffic Control Permit

Site Address: 115 DURANGO, EL PASO, TX 79901

Permit No: **EPTC26-00669** CSEV26-00024 CSEV26-00005 CSSN26-00002

Issued: **02/25/2026**

Expires: **05/31/2026**

Applicant	Phone Number	Barricade Company
NAHUM AVILA 4433 N STANTON EL PASO, TX 79902	Applicant:915-843-6395 Barricade:915-592-6619	APACHE BARRICADE & SIGN 11560 PELLICANO DR PO BOX 950667 EL PASO, TX 79996

WORK AUTHORIZED: BAD ASS HUMAN RACE WILL BE HAVING AN EVENT IN DOWNTOWN, REQUIRING STREET, LANE AND SIDEWALK CLOSURES PROVIDED BY APACHE BARRICADE COMPANY. NO OVERNIGHT TC DEVICES, EQUIPMENT, OR DEBRIS ARE TO BE LEFT ON OR OFF THE WORK AREA. ACTIVE TCP MUST BE PRESENT AND FOLLOWED AT ALL TIMES WITH AT LEAST 10' TRAVEL LANES. RESIDENT, BUSINESS & EMERGENCY VEHICLES MUST HAVE ACCESS AT ALL TIMES.

TYPE OF TRAFFIC CONTROL SET UP: TC: ROAD CLOSURES TCP MUST BE PICKED UP BEFORE 5:00PM ON 05/31/26

Start Date: 05/30/2026 7:00AM

Expiration Date: 05/31/2026 5:00PM

Length of Term:

ALL OBSTACLES MUST BE PICKED UP BEFORE 4:30PM ON 05/31/26

STREETCAR PERMIT
05/31/26
5:30AM-12:30PM

RACE EVENT
05/31/26
5:30AM-1:00PM

PERMIT APPROVED FOR COEP ROW ONLY

*** NOTICE ***

1. THIS PERMIT IS ISSUED IN ACCORDANCE WITH PROVISIONS OF CHAPTER 12.30 OF THE MUNICIPAL CODE AND CURRENT EDITION OF CHAPTER SIX OF THE TEXAS MANUAL OF UNIFORMED TRAFFIC CONTROL DEVICES AND THE APPLICANT, IN ACCEPTING IT, OBLIGATES THEM TO COMPLY FULLY WITH ALL THE PROVISIONS OF THE MUNICIPAL CODE.

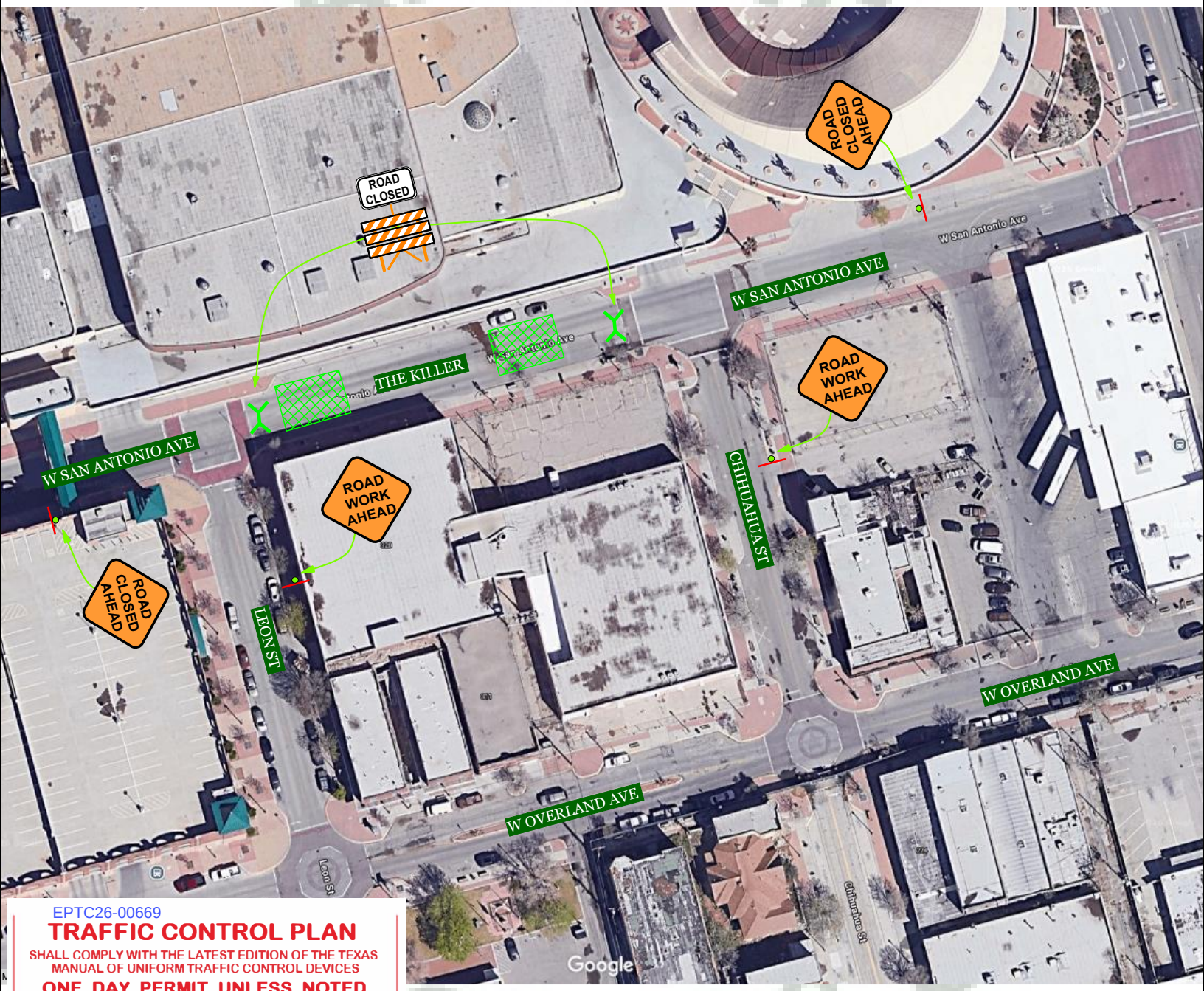
2. THIS TRAFFIC CONTROL PERMIT AND APPROVED TRAFFIC CONTROL PLAN, OR A COPY THEREOF, SHALL BE KEPT ON THE JOB SITE UNTIL COMPLETION OF THE PROJECT.

3. I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS PERMIT AND STATE THAT THE ABOVE INFORMATION IS CORRECT, AND AGREE TO COMPLY WITH ALL CITY, STATE AND FEDERAL LAWS REGULATING ACTIVITIES COVERED BY THIS PERMIT.

City Traffic Engineer

Contractor's, Owner's or Agent's Signature

Issued By Jose De Santiago



EPTC26-00669

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

ONE DAY PERMIT UNLESS NOTED

CLOSURE DATE: 05/30/26-05/31/26

Time: 7:00AM-5:00PM SAT-SUN

BY: _____ DATE: 02/24/2026

CITY OF EL PASO STREETS AND MAINTENANCE

TCP PREPARED BY: OMAR J GUEVARA, TCDS
APACHE BARRICADE & SIGN

POSTED SPEED	FORMULA	MIN. TAPER LENGTH 10' OFFSET	11' OFFSET	12' OFFSET	SUGGESTED MAX. DEVICE SPACING ON A TAPER	ON TANGENT	MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	200'
35		205'	225'	245'	35'	70'	160'	250'
40		265'	295'	320'	40'	80'	240'	305'
45	L= WS	450'	495'	540'	45'	90'	320'	360'
50		500'	550'	600'	50'	100'	400'	425'
55		550'	605'	660'	55'	110'	500'	495'
60		600'	660'	720'	60'	120'	*600'	570'
65		650'	715'	780'	65'	130'	*700'	645'
70		700'	770'	840'	70'	140'	*800'	730'

N

APACHE BARRICADE & SIGN TCP

BADASS RUN
LOCATION:SAN ANTONIO BTW CHIHUAHUA AND LEON
PROJECT:OBSTACLE COURSE (THE KILLER)
TTC: ROAD CLOSURE

NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

ROAD CLOSED = OTHERWISE SPECIFIED

= WORK AREA

129



EPTC26-00669

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

ONE DAY PERMIT UNLESS NOTED

CLOSURE DATE: 05/30/26-05/31/26

Time: 7:00AM-5:00PM SAT-SUN

BY: _____ DATE: 02/24/2026

CITY OF EL PASO STREETS AND MAINTENANCE

TCP PREPARED BY: OMAR J GUEVARA, TCDS
APACHE BARRICADE & SIGN

POSTED SPEED	FORMULA	MIN. TAPER LENGTH 10' OFFSET	11' OFFSET	12' OFFSET	SUGGESTED MAX. DEVICE SPACING ON A TAPER	ON TANGENT	MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	200'
35		205'	225'	245'	35'	70'	160'	250'
40		265'	295'	320'	40'	80'	240'	305'
45	L= WS	450'	495'	540'	45'	90'	320'	360'
50		500'	550'	600'	50'	100'	400'	425'
55		550'	605'	660'	55'	110'	500'	495'
60		600'	660'	720'	60'	120'	*600'	570'
65		650'	715'	780'	65'	130'	*700'	645'
70		700'	770'	840'	70'	140'	*800'	730'

BADASS RUN
LOCATION:MILLS BTW KANSAS AND OCHOA
PROJECT:OBSTACLE COURSE (ROPE OBSTACLE)
TTC: ROAD CLOSURE

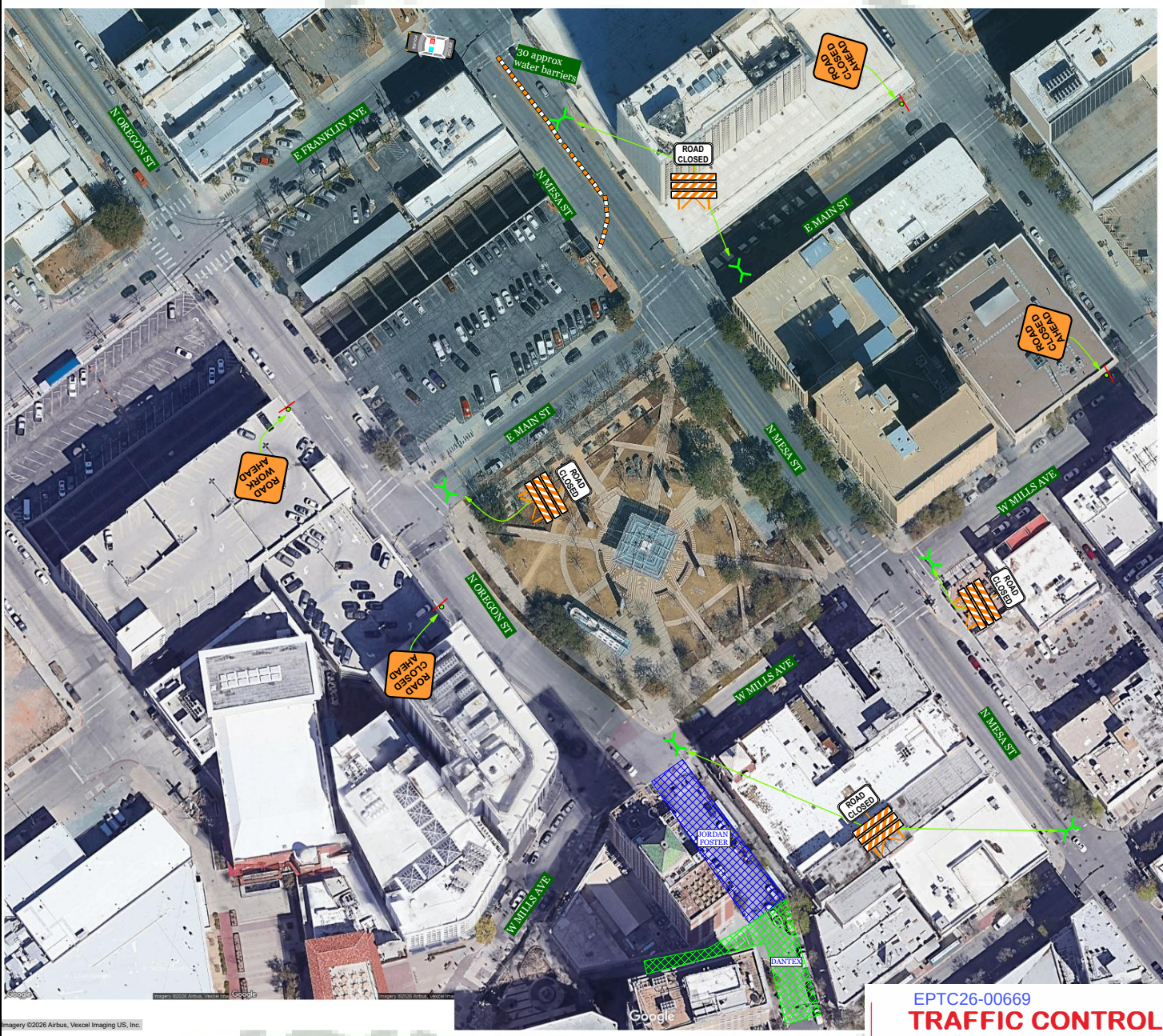
NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

= ROAD CLOSED =OTHERWISE SPECIFIED

= WORK AREA **130**

APACHE BARRICADE



EPTC26-00669

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

ONE DAY PERMIT UNLESS NOTED

CLOSURE DATE: 05/30/26-05/31/26

Time: 7:00AM-5:00PM SAT-SUN

BY: _____ DATE: 02/24/2026

CITY OF EL PASO STREETS AND MAINTENANCE

TCP PREPARED BY: OMAR J GUEVARA, TCDS
APACHE BARRICADE & SIGN

POSTED SPEED	FORMULA	MIN. TAPER LENGTH 10' OFFSET	11' OFFSET	12' OFFSET	SUGGESTED MAX. DEVICE SPACING ON A TAPER	ON TANGENT	MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
30		150'	165'	180'	30'	60'	120'	200'
35	$L=\frac{WS^2}{60}$	205'	225'	245'	35'	70'	160'	250'
40		265'	295'	320'	40'	80'	240'	305'
45		450'	495'	540'	45'	90'	320'	360'
50		500'	550'	600'	50'	100'	400'	425'
55	L= WS	550'	605'	660'	55'	110'	500'	495'
60		600'	660'	720'	60'	120'	*600'	570'
65		650'	715'	780'	65'	130'	*700'	645'
70		700'	770'	840'	70'	140'	*800'	730'

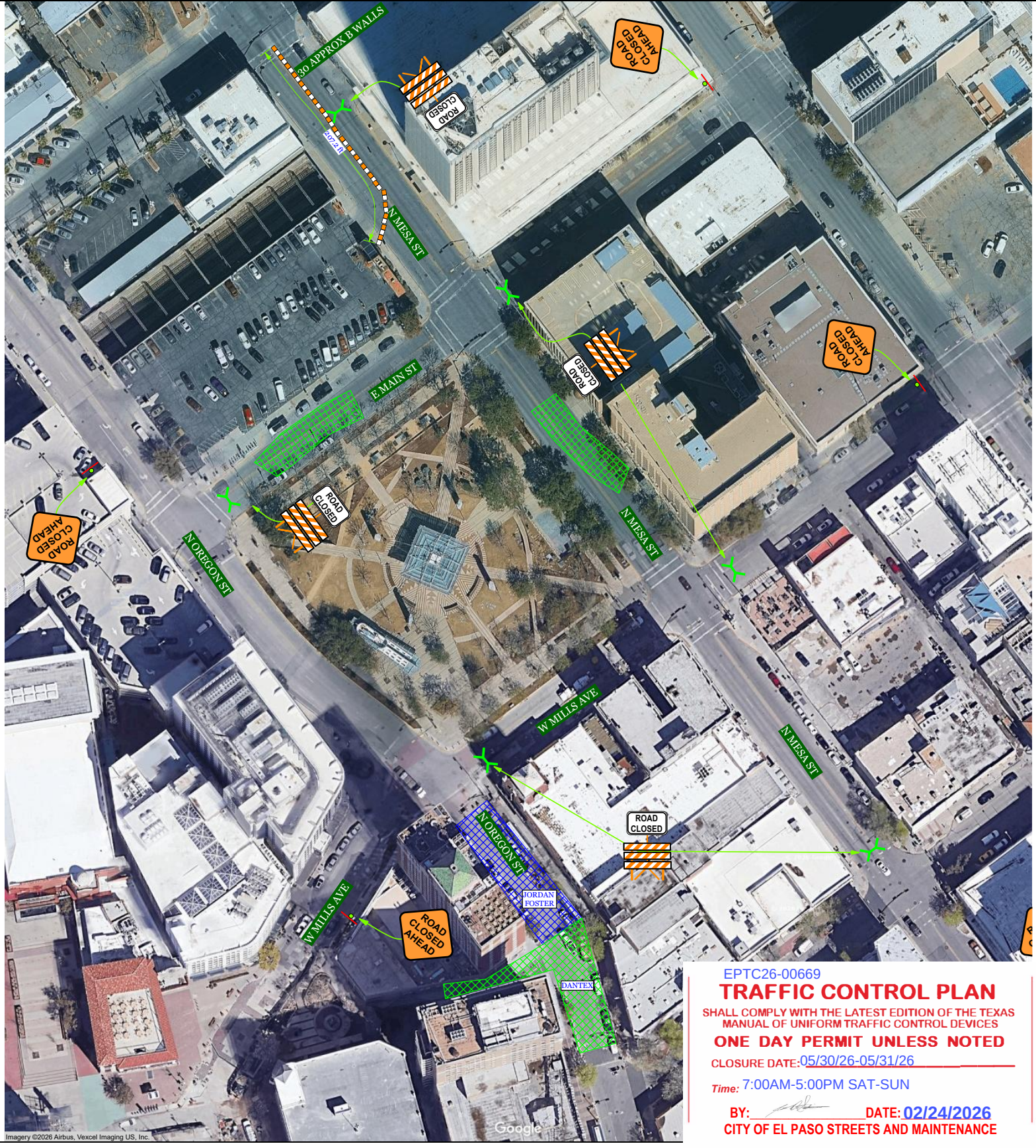
BADASS RUN
LOCATION:FRANKLIN / OREGON/ MAIN/ MESA/ OREGON
PROJECT:OBSTACLE COURSE (WATER BARRIERS CONTAINERS)
TTC: ROAD CLOSURE

NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

ROAD CLOSED = OTHERWISE SPECIFIED

= WATER BARRIER



EPTC26-00669

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

ONE DAY PERMIT UNLESS NOTED

CLOSURE DATE: 05/30/26-05/31/26

Time: 7:00AM-5:00PM SAT-SUN

BY: _____ DATE: 02/24/2026

CITY OF EL PASO STREETS AND MAINTENANCE

TCP PREPARED BY: OMAR J GUEVARA, TCDS
APACHE BARRICADE & SIGN

POSTED SPEED	FORMULA	MIN. TAPER LENGTH 10' OFFSET	11' OFFSET	12' OFFSET	SUGGESTED MAX. DEVICE SPACING ON A TAPER	ON TANGENT	MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
30	L= $\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	200'
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45	L= WS	450'	495'	540'	45'	90'	320'	360'
50		500'	550'	600'	50'	100'	400'	425'
55		550'	605'	660'	55'	110'	500'	495'
60		600'	660'	720'	60'	120'	*600'	570'
65		650'	715'	780'	65'	130'	*700'	645'
70		700'	770'	840'	70'	140'	*800'	730'

BADASS RUN
LOCATION:OREGON /MILLS/ MESA /MAIN
PROJECT:OBSTACLE COURSE (10 X 40 FT CONTAINER)
TTC: ROAD CLOSURE

NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

ROAD CLOSED = =OTHERWISE SPECIFIED

= WORK AREA **132**



EPTC26-00669

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

ONE DAY PERMIT UNLESS NOTED

CLOSURE DATE: 05/30/26-05/31/26

Time: 7:00AM-5:00PM SAT-SUN

BY: _____ DATE: 02/24/2026

CITY OF EL PASO STREETS AND MAINTENANCE

TCP PREPARED BY: OMAR J GUEVARA, TCDS
APACHE BARRICADE & SIGN

POSTED SPEED	FORMULA	MIN. TAPER LENGTH 10' OFFSET	11' OFFSET	12' OFFSET	SUGGESTED MAX. DEVICE SPACING ON A TAPER	ON TANGENT	MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
30	L= $\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	200'
35		205'	225'	245'	35'	70'	160'	250'
40		265'	295'	320'	40'	80'	240'	305'
45	L= WS	450'	495'	540'	45'	90'	320'	360'
50		500'	550'	600'	50'	100'	400'	425'
55		550'	605'	660'	55'	110'	500'	495'
60		600'	660'	720'	60'	120'	*600'	570'
65		650'	715'	780'	65'	130'	*700'	645'
70		700'	770'	840'	70'	140'	*800'	730'

BADASS RUN
LOCATION:FRANKLIN AND COLDWELL
PROJECT:OBSTACLE COURSE (WATER BARRIERS CONTAINERS)
TTC: ROAD CLOSURE

NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

ROAD CLOSED = =OTHERWISE SPECIFIED

= WORK AREA **133**



EPTC26-00669

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

ONE DAY PERMIT UNLESS NOTED

CLOSURE DATE: 05/30/26-05/31/26

Time: 7:00AM-5:00PM SAT-SUN

BY: _____ DATE: 02/24/2026

CITY OF EL PASO STREETS AND MAINTENANCE

TCP PREPARED BY: OMAR J GUEVARA, TCDS
APACHE BARRICADE & SIGN

POSTED SPEED	FORMULA	MIN. TAPER LENGTH 10' OFFSET	11' OFFSET	12' OFFSET	SUGGESTED MAX. DEVICE SPACING ON A TAPER	ON TANGENT	MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	200'
35		205'	225'	245'	35'	70'	160'	250'
40		265'	295'	320'	40'	80'	240'	305'
45	L= WS	450'	495'	540'	45'	90'	320'	360'
50		500'	550'	600'	50'	100'	400'	425'
55		550'	605'	660'	55'	110'	500'	495'
60		600'	660'	720'	60'	120'	*600'	570'
65		650'	715'	780'	65'	130'	*700'	645'
70		700'	770'	840'	70'	140'	*800'	730'

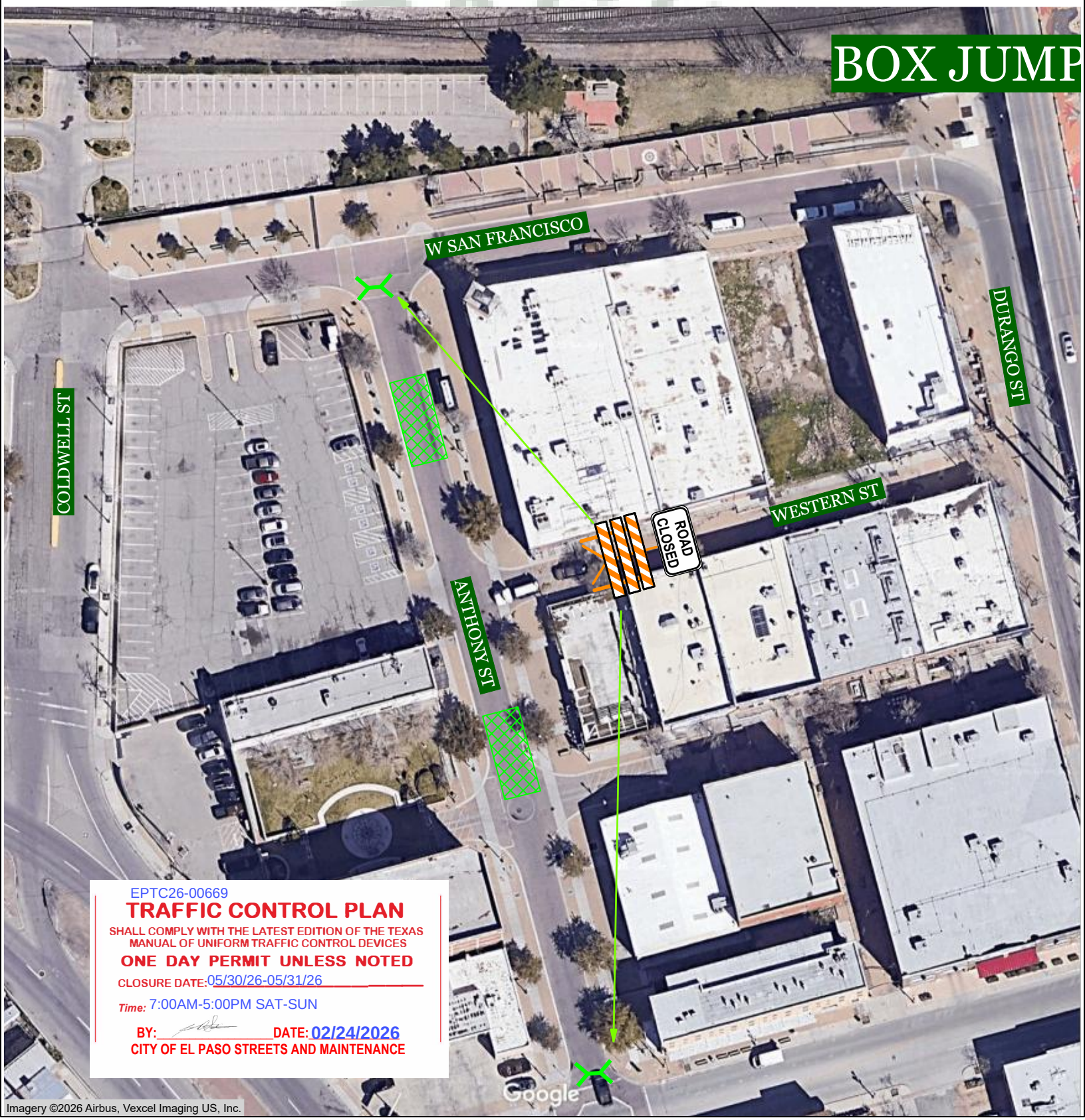
BADASS RUN
LOCATION:MILLS /VIRGINIA
PROJECT:OBSTACLE COURSE (TIRE PULL CORNER)
TTC: ROAD CLOSURE

NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

ROAD CLOSED = =OTHERWISE SPECIFIED

= WORK AREA **134**



EPTC26-00669

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

ONE DAY PERMIT UNLESS NOTED

CLOSURE DATE: 05/30/26-05/31/26

Time: 7:00AM-5:00PM SAT-SUN

BY: _____ DATE: 02/24/2026

CITY OF EL PASO STREETS AND MAINTENANCE

TCP PREPARED BY: OMAR J GUEVARA, TCDS
APACHE BARRICADE & SIGN

POSTED SPEED	FORMULA	MIN. TAPER LENGTH 10' OFFSET	11' OFFSET	12' OFFSET	SUGGESTED MAX. DEVICE SPACING ON A TAPER	ON TANGENT	MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	200'
35		205'	225'	245'	35'	70'	160'	250'
40		265'	295'	320'	40'	80'	240'	305'
45	L= WS	450'	495'	540'	45'	90'	320'	360'
50		500'	550'	600'	50'	100'	400'	425'
55		550'	605'	660'	55'	110'	500'	495'
60		600'	660'	720'	60'	120'	*600'	570'
65		650'	715'	780'	65'	130'	*700'	645'
70		700'	770'	840'	70'	140'	*800'	730'

BADASS RUN
LOCATION:WESTERN AND ANTHONY
PROJECT:OBSTACLE COURSE (BOX JUMPING)
TTC: ROAD CLOSURE

NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

ROAD CLOSED = OTHERWISE SPECIFIED

= WORK AREA

135

NET OBSTACLE



EPTC26-00669

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

ONE DAY PERMIT UNLESS NOTED

CLOSURE DATE: 05/30/26-05/31/26

Time: 7:00AM-5:00PM SAT-SUN

BY: _____ DATE: 02/24/2026

CITY OF EL PASO STREETS AND MAINTENANCE

TCP PREPARED BY: OMAR J GUEVARA, TCDS
APACHE BARRICADE & SIGN

POSTED SPEED	FORMULA	MIN. TAPER LENGTH 10' OFFSET	11' OFFSET	12' OFFSET	SUGGESTED MAX. DEVICE SPACING ON A TAPER	ON TANGENT	MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	200'
35		205'	225'	245'	35'	70'	160'	250'
40		265'	295'	320'	40'	80'	240'	305'
45	L= WS	450'	495'	540'	45'	90'	320'	360'
50		500'	550'	600'	50'	100'	400'	425'
55		550'	605'	660'	55'	110'	500'	495'
60		600'	660'	720'	60'	120'	*600'	570'
65		650'	715'	780'	65'	130'	*700'	645'
70		700'	770'	840'	70'	140'	*800'	730'

BADASS RUN
LOCATION:MILLS AND OCHOA
PROJECT:OBSTACLE COURSE (NET OBSTACLE)
TTC: ROAD CLOSURE

NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

ROAD CLOSED = =OTHERWISE SPECIFIED

= WORK AREA



EPTC26-00669

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

ONE DAY PERMIT UNLESS NOTED

CLOSURE DATE: 05/30/26-05/31/26

Time: 7:00AM-5:00PM SAT-SUN

BY: _____ DATE: 02/24/2026

CITY OF EL PASO STREETS AND MAINTENANCE

TCP PREPARED BY: OMAR J GUEVARA, TCDS
APACHE BARRICADE & SIGN

POSTED SPEED	FORMULA	MIN. TAPER LENGTH 10' OFFSET	11' OFFSET	12' OFFSET	SUGGESTED MAX. DEVICE SPACING ON A TAPER	ON TANGENT	MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	200'
35		205'	225'	245'	35'	70'	160'	250'
40		265'	295'	320'	40'	80'	240'	305'
45	L= WS	450'	495'	540'	45'	90'	320'	360'
50		500'	550'	600'	50'	100'	400'	425'
55		550'	605'	660'	55'	110'	500'	495'
60		600'	660'	720'	60'	120'	*600'	570'
65		650'	715'	780'	65'	130'	*700'	645'
70		700'	770'	840'	70'	140'	*800'	730'

BADASS RUN
LOCATION:MILLS /VIRGINIA
PROJECT:OBSTACLE COURSE (TIRE PULL CORNER)
TTC: ROAD CLOSURE

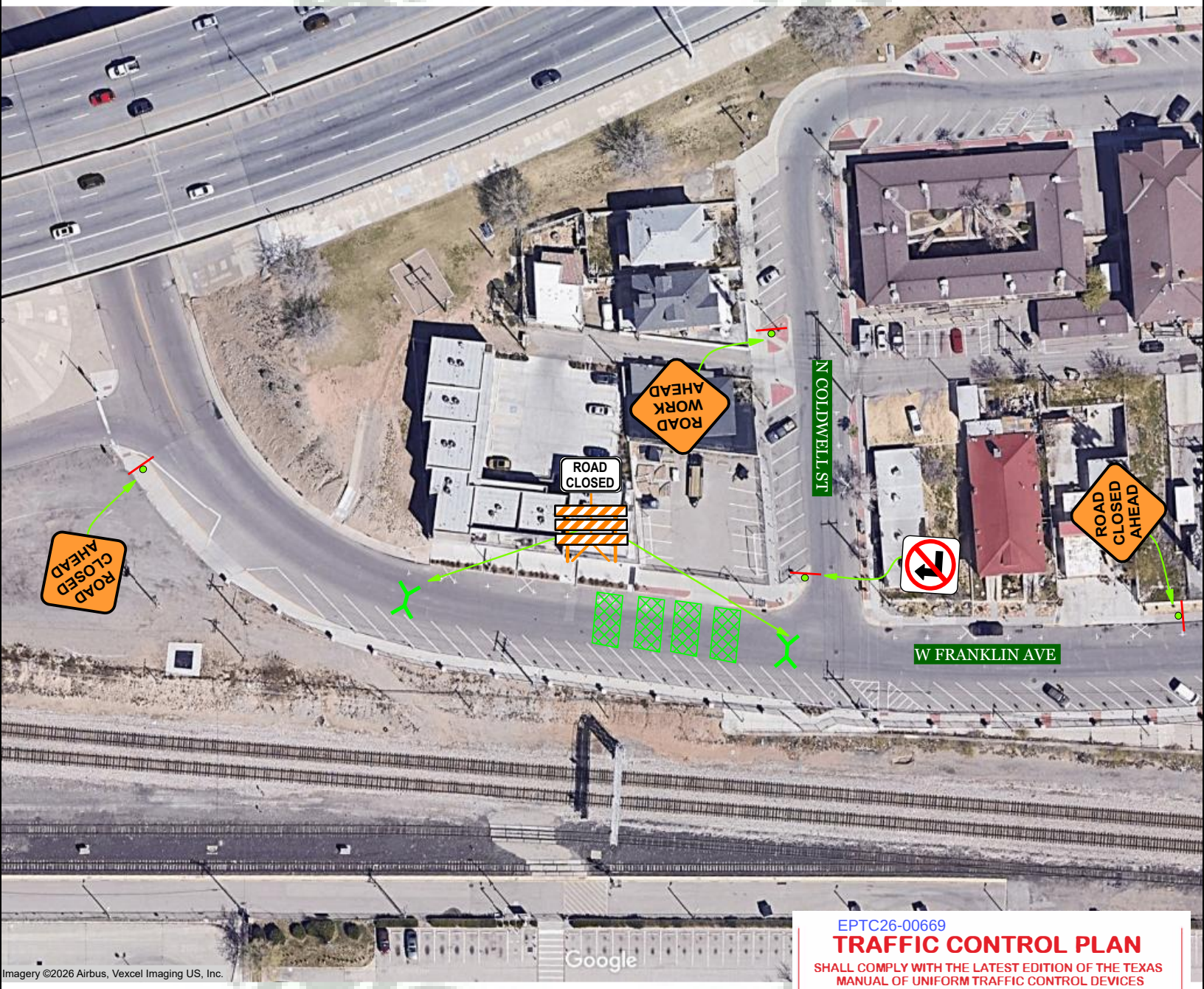
NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

ROAD CLOSED = OTHERWISE SPECIFIED

= WORK AREA **137**

APACHE BARRICADE



EPTC26-00669

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

ONE DAY PERMIT UNLESS NOTED

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Time: 7:00AM-5:00PM SAT-SUN

BY: _____ DATE: 02/24/2026

CITY OF EL PASO STREETS AND MAINTENANCE

TCP PREPARED BY: OMAR J GUEVARA, TCDS
APACHE BARRICADE & SIGN

POSTED SPEED	FORMULA	MIN. TAPER LENGTH 10' OFFSET	11' OFFSET	12' OFFSET	SUGGESTED MAX. DEVICE SPACING ON A TAPER	ON TANGENT	MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
30		150'	165'	180'	30'	60'	120'	200'
35	$L = \frac{WS^2}{60}$	205'	225'	245'	35'	70'	160'	250'
40		265'	295'	320'	40'	80'	240'	305'
45		450'	495'	540'	45'	90'	320'	360'
50		500'	550'	600'	50'	100'	400'	425'
55	L= WS	550'	605'	660'	55'	110'	500'	495'
60		600'	660'	720'	60'	120'	*600'	570'
65		650'	715'	780'	65'	130'	*700'	645'
70		700'	770'	840'	70'	140'	*800'	730'

BADASS RUN
LOCATION:FRANKLIN AND COLDWELL
PROJECT:OBSTACLE COURSE (WATER BARRIERS CONTAINERS)
TTC: ROAD CLOSURE

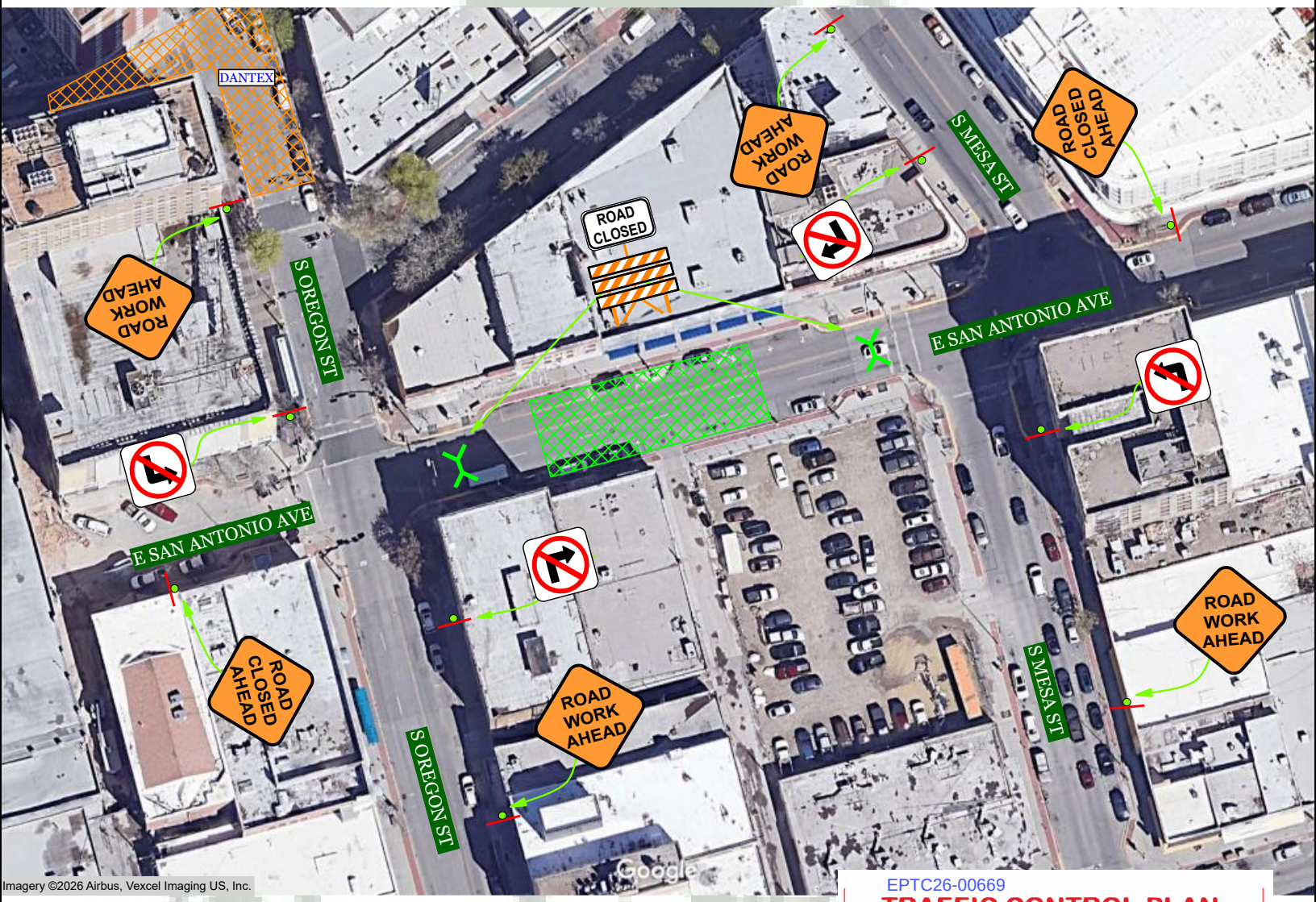
NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

ROAD CLOSED = =OTHERWISE SPECIFIED

= WORK AREA **138**

APACHE BARRICADE



EPTC26-00669

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

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CITY OF EL PASO STREETS AND MAINTENANCE

TCP PREPARED BY: OMAR J GUEVARA, TCDS
APACHE BARRICADE & SIGN

POSTED SPEED	FORMULA	MIN. TAPER LENGTH 10' OFFSET	11' OFFSET	12' OFFSET	SUGGESTED MAX. DEVICE SPACING ON A TAPER	ON TANGENT	MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	200'
35		205'	225'	245'	35'	70'	160'	250'
40		265'	295'	320'	40'	80'	240'	305'
45	L= WS	450'	495'	540'	45'	90'	320'	360'
50		500'	550'	600'	50'	100'	400'	425'
55		550'	605'	660'	55'	110'	500'	495'
60		600'	660'	720'	60'	120'	*600'	570'
65		650'	715'	780'	65'	130'	*700'	645'
70		700'	770'	840'	70'	140'	*800'	730'

BADASS RUN
LOCATION:SAN ANTONIO BTW MESA AND OREGON
PROJECT:OBSTACLE COURSE (WALL BALL CONTAINER)
TTC: ROAD CLOSURE

NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

ROAD CLOSED = OTHERWISE SPECIFIED

= WORK AREA

139



EPTC26-00669

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

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BY: _____ DATE: 02/24/2026

CITY OF EL PASO STREETS AND MAINTENANCE

TCP PREPARED BY: OMAR J GUEVARA, TCDS
APACHE BARRICADE & SIGN

POSTED SPEED	FORMULA	MIN. TAPER LENGTH 10' OFFSET	11' OFFSET	12' OFFSET	SUGGESTED MAX. DEVICE SPACING ON A TAPER	ON TANGENT	MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
30	L= $\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	200'
35		205'	225'	245'	35'	70'	160'	250'
40		265'	295'	320'	40'	80'	240'	305'
45	L= WS	450'	495'	540'	45'	90'	320'	360'
50		500'	550'	600'	50'	100'	400'	425'
55		550'	605'	660'	55'	110'	500'	495'
60		600'	660'	720'	60'	120'	*600'	570'
65		650'	715'	780'	65'	130'	*700'	645'
70		700'	770'	840'	70'	140'	*800'	730'

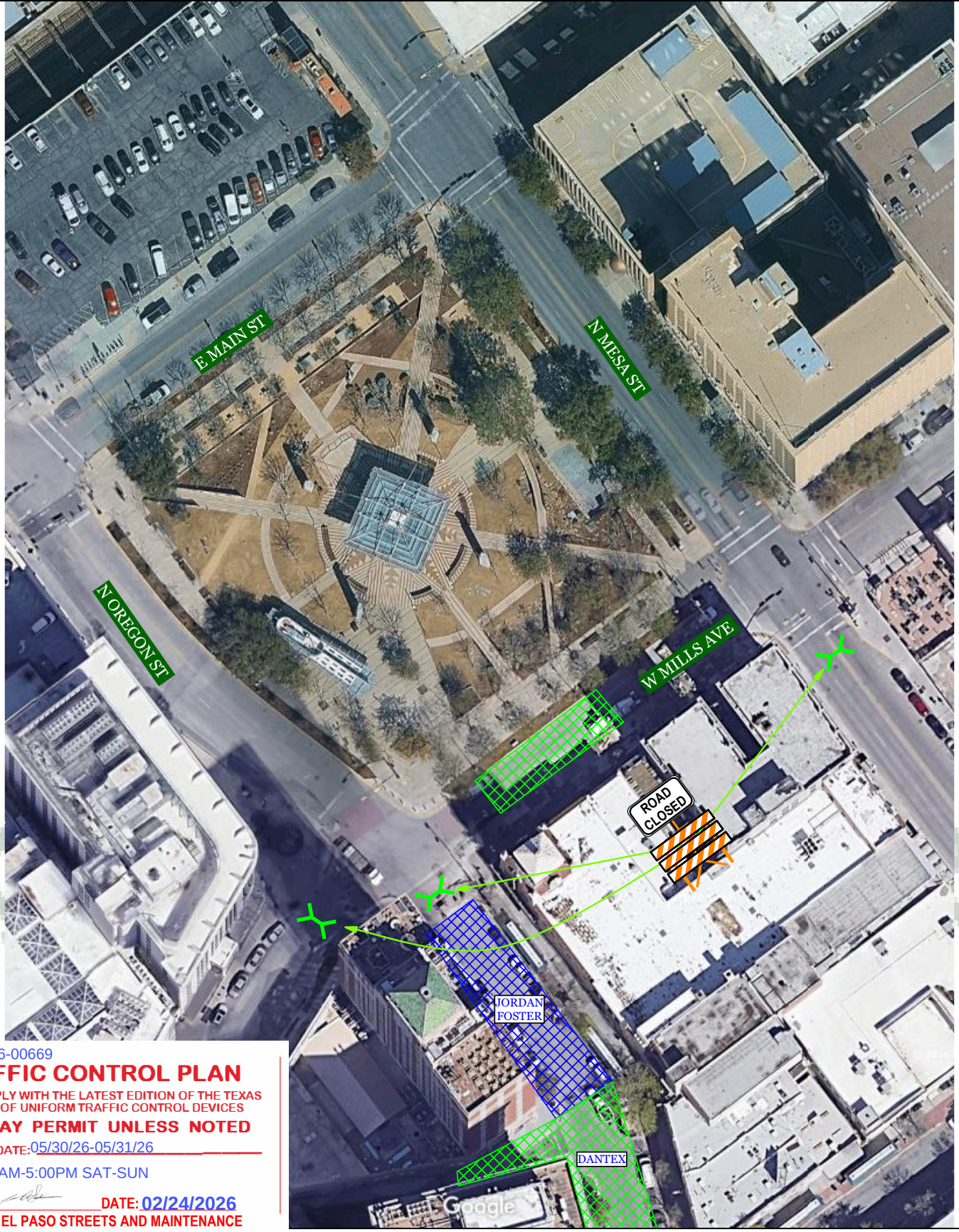
BADASS RUN
LOCATION:MILLS /OREGON / MAIN
PROJECT:OBSTACLE COURSE (WARPED WALL OBSTACLE)
TTC: ROAD CLOSURE

NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

ROAD CLOSED = =OTHERWISE SPECIFIED

= WORK AREA



EPTC26-00669

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

ONE DAY PERMIT UNLESS NOTED

CLOSURE DATE: 05/30/26-05/31/26

Time: 7:00AM-5:00PM SAT-SUN

BY: _____ DATE: 02/24/2026

CITY OF EL PASO STREETS AND MAINTENANCE

TCP PREPARED BY: OMAR J GUEVARA, TCDS
APACHE BARRICADE & SIGN

POSTED SPEED	FORMULA	MIN. TAPER LENGTH 10' OFFSET	11' OFFSET	12' OFFSET	SUGGESTED MAX. DEVICE SPACING ON A TAPER	ON TANGENT	MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
30	L= $\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	200'
35		205'	225'	245'	35'	70'	160'	250'
40		265'	295'	320'	40'	80'	240'	305'
45	L= WS	450'	495'	540'	45'	90'	320'	360'
50		500'	550'	600'	50'	100'	400'	425'
55		550'	605'	660'	55'	110'	500'	495'
60		600'	660'	720'	60'	120'	*600'	570'
65		650'	715'	780'	65'	130'	*700'	645'
70		700'	770'	840'	70'	140'	*800'	730'

BADASS RUN
LOCATION:MILLS /OREGON / MESA
PROJECT:OBSTACLE COURSE (SALMON LADDER OBSTACLE)
TTC: ROAD CLOSURE

NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

ROAD CLOSED = =OTHERWISE SPECIFIED

= WORK AREA



EPTC26-00669

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

ONE DAY PERMIT UNLESS NOTED

CLOSURE DATE: 05/30/26-05/31/26

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BY: _____ DATE: 02/24/2026

CITY OF EL PASO STREETS AND MAINTENANCE

TCP PREPARED BY: OMAR J GUEVARA, TCDS
APACHE BARRICADE & SIGN

POSTED SPEED	FORMULA	MIN. TAPER LENGTH 10' OFFSET	11' OFFSET	12' OFFSET	SUGGESTED MAX. DEVICE SPACING ON A TAPER	ON TANGENT	MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
30	L= $\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	200'
35		205'	225'	245'	35'	70'	160'	250'
40		265'	295'	320'	40'	80'	240'	305'
45	L= WS	450'	495'	540'	45'	90'	320'	360'
50		500'	550'	600'	50'	100'	400'	425'
55		550'	605'	660'	55'	110'	500'	495'
60		600'	660'	720'	60'	120'	*600'	570'
65		650'	715'	780'	65'	130'	*700'	645'
70		700'	770'	840'	70'	140'	*800'	730'

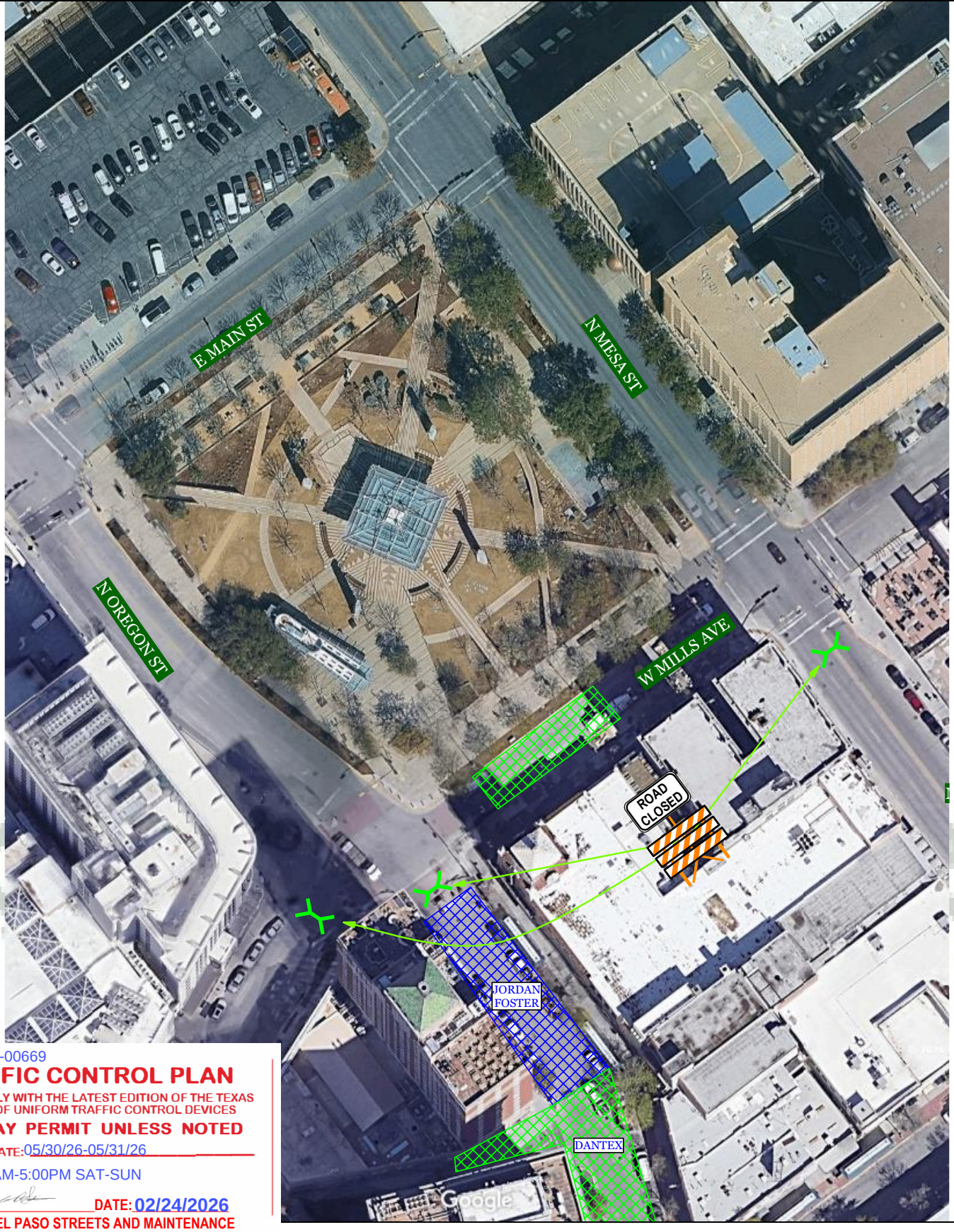
BADASS RUN
LOCATION:MILLS BTW KANSAS AND OCHOA
PROJECT:OBSTACLE COURSE (ROPE OBSTACLE)
TTC: ROAD CLOSURE

NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

ROAD CLOSED = OTHERWISE SPECIFIED

= WORK AREA **142**



EPTC26-00669

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

ONE DAY PERMIT UNLESS NOTED

CLOSURE DATE: 05/30/26-05/31/26

Time: 7:00AM-5:00PM SAT-SUN

BY: _____ DATE: 02/24/2026

CITY OF EL PASO STREETS AND MAINTENANCE

APACHE BARRICADE & SIGN

POSTED SPEED	FORMULA	MIN. TAPER LENGTH 10' OFFSET	11' OFFSET	12' OFFSET	SUGGESTED MAX. DEVICE SPACING ON A TAPER	ON TANGENT	MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	200'
35		205'	225'	245'	35'	70'	160'	250'
40		265'	295'	320'	40'	80'	240'	305'
45	L= WS	450'	495'	540'	45'	90'	320'	360'
50		500'	550'	600'	50'	100'	400'	425'
55		550'	605'	660'	55'	110'	500'	495'
60		600'	660'	720'	60'	120'	*600'	570'
65		650'	715'	780'	65'	130'	*700'	645'
70		700'	770'	840'	70'	140'	*800'	730'

BADASS RUN
LOCATION:MILLS /OREGON / MESA
PROJECT:OBSTACLE COURSE (SALMON LADDER OBSTACLE)
TTC: ROAD CLOSURE

NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

ROAD CLOSED = =OTHERWISE SPECIFIED

= WORK AREA



EPTC26-00669

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

ONE DAY PERMIT UNLESS NOTED

CLOSURE DATE: 05/30/26-05/31/26

Time: 7:00AM-5:00PM SAT-SUN

BY: _____ DATE: 02/24/2026

CITY OF EL PASO STREETS AND MAINTENANCE

APACHE BARRICADE & SIGN

POSTED SPEED	FORMULA	MIN. TAPER LENGTH 10' OFFSET	11' OFFSET	12' OFFSET	SUGGESTED MAX. DEVICE SPACING ON A TAPER	ON TANGENT	MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	200'
35		205'	225'	245'	35'	70'	160'	250'
40		265'	295'	320'	40'	80'	240'	305'
45	L= WS	450'	495'	540'	45'	90'	320'	360'
50		500'	550'	600'	50'	100'	400'	425'
55		550'	605'	660'	55'	110'	500'	495'
60		600'	660'	720'	60'	120'	*600'	570'
65		650'	715'	780'	65'	130'	*700'	645'
70		700'	770'	840'	70'	140'	*800'	730'

APACHE BARRICADE T C P

BADASS RUN
LOCATION:SAN ANTONIO BTW CAMPBELL AND KANSAS
PROJECT:OBSTACLE COURSE (CLIMB CONTAINER)
TTC: ROAD CLOSURE

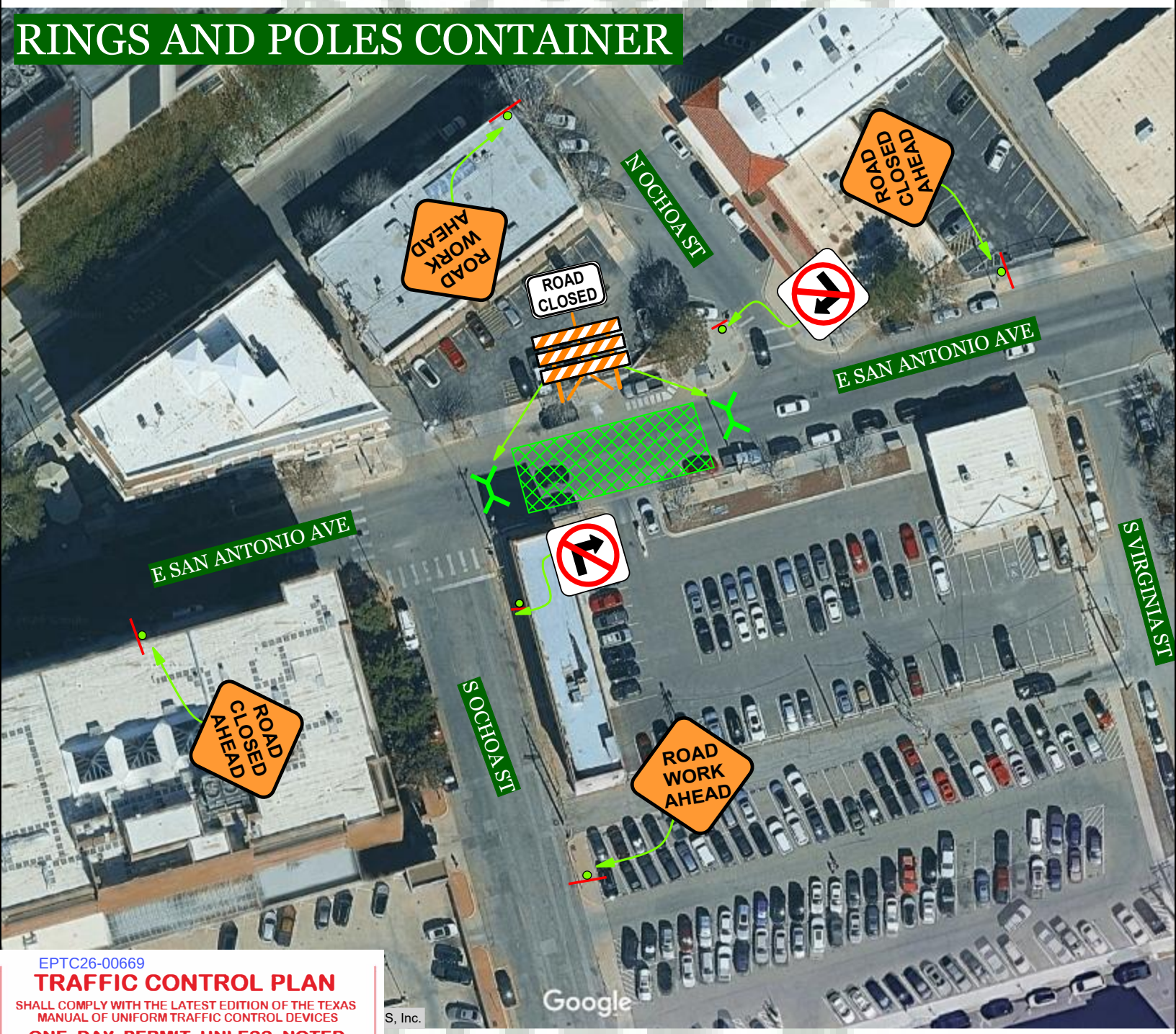
NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

ROAD CLOSED = OTHERWISE SPECIFIED

= WORK AREA

RINGS AND POLES CONTAINER



EPTC26-00669

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

ONE DAY PERMIT UNLESS NOTED

CLOSURE DATE: 05/30/26-05/31/26

Time: 7:00AM-5:00PM SAT-SUN

BY: _____ DATE: 02/24/2026

CITY OF EL PASO STREETS AND MAINTENANCE

TCP PREPARED BY: OMAR J GUEVARA, TCDS
APACHE BARRICADE & SIGN

POSTED SPEED	FORMULA	MIN. TAPER LENGTH 10' OFFSET	11' OFFSET	12' OFFSET	SUGGESTED MAX. DEVICE SPACING ON A TAPER	ON TANGENT	MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	200'
35		205'	225'	245'	35'	70'	160'	250'
40		265'	295'	320'	40'	80'	240'	305'
45	L= WS	450'	495'	540'	45'	90'	320'	360'
50		500'	550'	600'	50'	100'	400'	425'
55		550'	605'	660'	55'	110'	500'	495'
60		600'	660'	720'	60'	120'	*600'	570'
65		650'	715'	780'	65'	130'	*700'	645'
70		700'	770'	840'	70'	140'	*800'	730'

BADASS RUN
LOCATION:SAN ANTONIO AND OCHOA
PROJECT:OBSTACLE COURSE (RINGS AND POLES)
TTC: ROAD CLOSURE

NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

ROAD CLOSED = OTHERWISE SPECIFIED

= WORK AREA **145**

BIKE RACKS



EPTC26-00669

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

ONE DAY PERMIT UNLESS NOTED

CLOSURE DATE: 05/30/26-05/31/26

Time: 7:00AM-5:00PM SAT-SUN

BY: _____ DATE: 02/24/2026

CITY OF EL PASO STREETS AND MAINTENANCE

TCP PREPARED BY: OMAR J GUEVARA, TCDS
APACHE BARRICADE & SIGN

POSTED SPEED	FORMULA	MIN. TAPER LENGTH 10' OFFSET	11' OFFSET	12' OFFSET	SUGGESTED MAX. DEVICE SPACING ON A TAPER	ON TANGENT	MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
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40		265'	295'	320'	40'	80'	240'	305'
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65		650'	715'	780'	65'	130'	*700'	645'
70		700'	770'	840'	70'	140'	*800'	730'

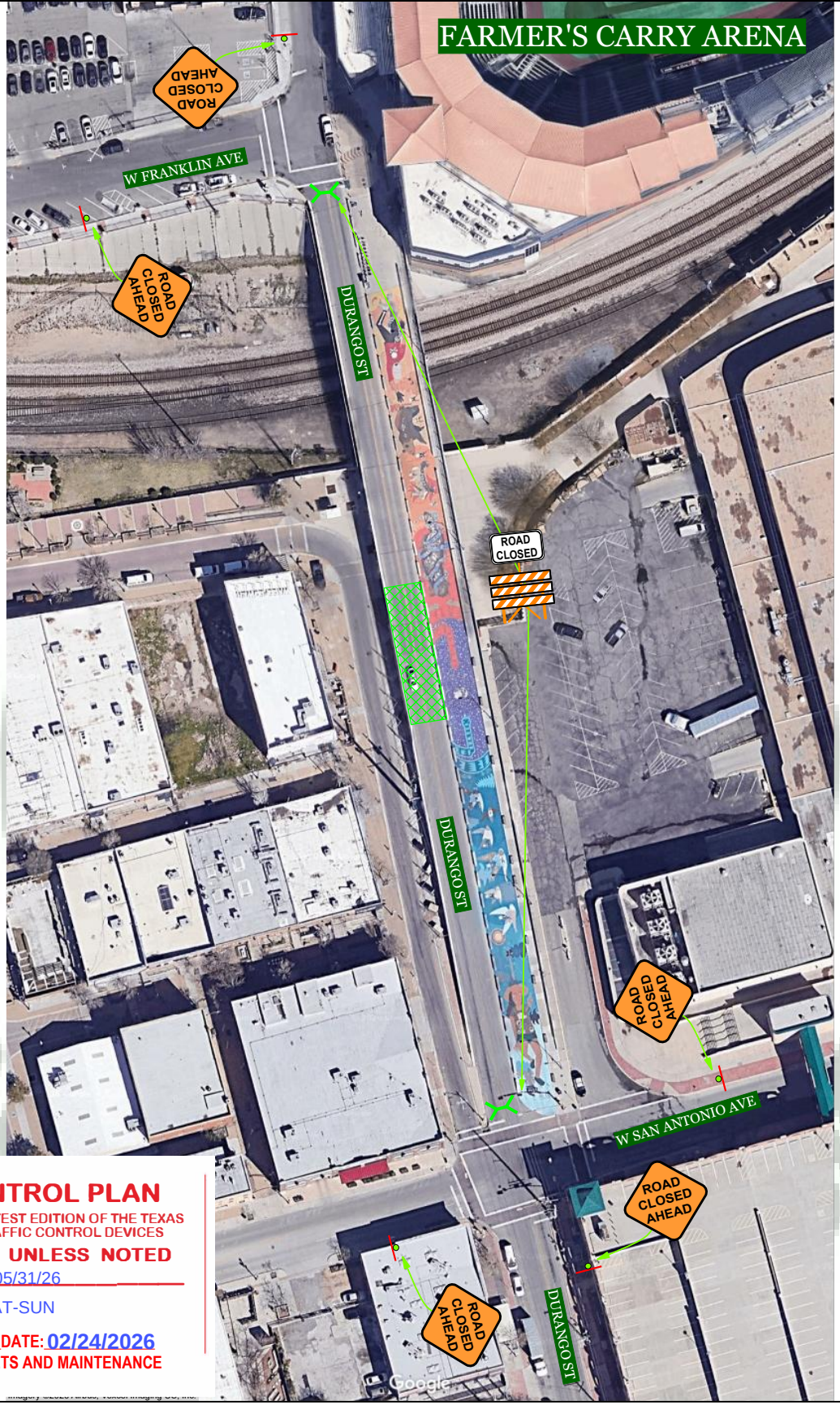
BADASS RUN
LOCATION:WESTERN AND ANTHONY
PROJECT:OBSTACLE COURSE
TTC: ROAD CLOSURE

NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

ROAD CLOSED = OTHERWISE SPECIFIED

= WORK AREA



EPTC26-00669

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

ONE DAY PERMIT UNLESS NOTED

CLOSURE DATE: 05/30/26-05/31/26

Time: 7:00AM-5:00PM SAT-SUN

BY: _____ DATE: 02/24/2026

CITY OF EL PASO STREETS AND MAINTENANCE

TCP PREPARED BY: OMAR J GUEVARA, TCDS
APACHE BARRICADE & SIGN

POSTED SPEED	FORMULA	MIN. TAPER LENGTH 10' OFFSET	11' OFFSET	12' OFFSET	SUGGESTED MAX. DEVICE SPACING ON A TAPER	ON TANGENT	MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
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60		600'	660'	720'	60'	120'	*600'	570'
65		650'	715'	780'	65'	130'	*700'	645'
70		700'	770'	840'	70'	140'	*800'	730'

BADASS HUMAN RUN
LOCATION: DURANGO- FRANKLIN - OVERLAND
PROJECT: OBSTACLE COURSE
TTC: ROAD CLOSURE

NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

ROAD CLOSED = OTHERWISE SPECIFIED

= WORK AREA **147**

Exhibit B

R E S O L U T I O N

WHEREAS, **Nahum Avila** (hereinafter referred to as "Grantee") has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of rights-of-way within the City of El Paso's (hereinafter referred to as "the City") for the **Badass Human Race 2026 from 5:30 am to 1:00 pm on Sunday , May 31 2026.** (hereinafter referred to as the "Event"); and

WHEREAS, The Event will utilize both City and State rights-of-way: and

WHEREAS, The City of El Paso (hereinafter referred to as the "City") has found the Event serves a public purpose; and

WHEREAS, The State of Texas (hereinafter referred to as the "State") owns and operates a system of highways for public use and benefit, including **Mesa Street** within El Paso, Texas; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of portions of the State Highway System for periods of time exceeding four hours; and

WHEREAS, the State in recognition of the public purpose for the Event, provides a means of cooperating with the City for the temporary closure of State right-of-way, provided the closure is in accordance with the requirements of 43 TAC, Section 22.12 and the City enters into an Agreement for the Temporary Closure of State Right-of-Way for the Event (Form TEA 30A).

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

That the closure of rights-of-way within the City of El Paso for the **Badass Human Race 2026 from 7:00 am on Saturday , May 30, 2026 to 5:00 pm on Sunday, May 31, 2026**, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of **Mesa Street between Franklin Street and Texas Avenue** upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Ignacio R. Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Philip F, Etiwe, Director
Planning & Inspections Department

El Paso DMD Special Event Permitting Application - Entry #14932

I Have All Required Documents Completed and Ready to Upload

Yes

Official Name of Event

Badass Human Race 2026

Applicant's Name

Nahum Avila

Company/Business Name (if applicable):

Coffee Box

Applicant's Address

401 North Mesa Street
El Paso, TX
79901
US

Phone

(915) 843-6395

Email

nahumavila1@gmail.com

Number of Contacts

Selected Value: 1 (1 min / 3 max)

Contact #1

Nahum Avila

Mobile Phone

(915) 843-6395

Email

nahumavila1@gmail.com

Official Name of Event

Badass Human Race

Event Type

Other (Explain)

Other (Explain)

Fitness Event

Event Purpose

Community Activity

There is 60 days+ before this event.

Yes

Event Start Date & Time

05/31/2026 5:30 AM

Event End Date & Time

05/31/2026 1:00 PM

Event Setup Date & Time

05/30/2026 7:00 AM

Event Tear Down Date & Time

05/31/2026 5:00 PM

No. Of Days

1

Participants

3500

Spectators

3000

Total

6500

Total

0

Total

0

Total

0

Total

0

Total

0

Total

0

Total

0

Total

0

Total

0

Total

0

Total

0

Total

0

Total

0

Total

0

Traffic Control Company

Apache

Street Closures

E. San Antonio
Durango
Mills Ave
Anthony St.
Mesa St
E. Main
W. Franklin Ave
Virginia St

Is an alley affected

No

Will you need exclusive use of parking meters within the proposed footprint before or after street clousre?

No

Will you need exclusive use of parking meters outside of the proposed footprint before or after street clousre?

No

Will your event take place in one of the Downtown parks?

Yes

List of Downtown Parks

San Jacinto Plaza

Aside from the permanent park amenities, will you be introducing any additional items on the park grounds?

Yes

Will you have any amusement devices?

No

Hiring Security Guards

No

Hiring Off Duty Police Officers

Yes

Number of Off Duty Police Officers

31

Name of Organization

El Paso County Constable's Office Precinct Six

Contact Person

Sergeant Eduardo Martinez #1578

Address

190 N. San Elizario
Clint, TX
79836
US

Mobile

+19154934110

Email

Edu.Martinez@epcountytx.gov

Will you be erecting temporary fences or barriers?

Yes

Will you be erecting temporary structures such as tents or canopies?

Yes

Size and quantity of temporary structures:

10x10 Vendors Tents

Will your event feature or utilize compressed gases?

No

Will your event feature or utilize fireworks or pyrotechnics?

No

How will you supply electrical power to your event?

Generators

What will need electrical power?

Announcement speaker at start point

Participating businesses open in conjunction with the event

none

Will your event feature animals?

No

Will your event use amplified devices?

Yes

Microphones

1

Speakers

1

Amplifiers

0

Other

0

Purpose of Amplification

Announcements
Ambience

Location Description of Amplification Devices

corner of Coffee Box sidewalk Mesa St. & Main

Will alchoholic beverages be sold, served or consumed at your event?

Yes

Will alchoholic beverages be sold, served or consumed on a city right of way?

Yes

Will alchoholic beverages be sold, served or consumed in the park?

Yes

Trade name of establishment / organization obtaining the TABC license certificate in conjunction with the event

Number Brewery

Permit / License Holder name

Number Brewery LLC

TABC Certificate (.pdf)

TABC-Licence-Number-Brewery.pdf

Will your event feature food vendors?

Yes

How many food locations will your event have?

24

How many beverage locations will your event have?

2

Food Vendors List

Badass-Human-Race-Vendor-booth-applications-2026-Vendor-Set-Up.pdf

Will your event feature merchandise vendors?

Yes

Merchandise Vendors List

Badass-Human-Race-Vendor-booth-applications-2026-Vendor-Set-Up.pdf

Have you arranged for cleaning and sanitation services?

Yes

Please explain your clean-up plan:

Badass Human Race Volunteers

Name of the organization responsible for clean-up:

Badass Human Race Volunteers

Contact Name:

Emily Beardmore

Phone number of responsible party for clean-up:

+12814154519

Contact Email

ebeardmore90@gmail.com

Is wireless internet access needed?

No

Is a secured wireless internet access needed?

No

Site Plan

Obstacles-map-route-website-DMD.pdf

Certificate of Insurance Documents

CityofElPaso_Certificate_GL_Primary_Sport_AI_A-SP-SU-26-01-13-361322_447172.pdf

Traffic Control Plan (TCP)

BAD-ASS-RUN-2026-COLDWELL-AND-FRANKLIN-14-10-BY-40-WALL-WARP.pdf

Signed Notice of Proposed Closure Form

2018-Notice-of-Proposed-Closure-Blank-Form_1A.pdf

Public Safety Plan

Badass-Human-Race-2026-Operations-Safety-Standards.pdf

Signature



Today's Date

02/06/2026

DMD - Downtown El Paso

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

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

Definitions:

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

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

Contributor / Donor Information:

Full Name	Nahum Avila
Business Name	Badass Human LLC
Agenda Item Type	2026 Badass Human Race
Relevant Department	Downtown Management District

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: Nahum Avila Date: Feb. 24. 2026

File #: 26-0442, **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
Capital Improvement Department, Yvette Hernandez, (915) 212-0065
Capital Improvement Department, Javier Acosta, (915) 212-0065

AGENDA LANGUAGE:

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

A Resolution that the City Manager, or designee, be authorized to sign an Agreement for Professional Services by and between the City of El Paso, and LEC Engineering, Inc, dba LOI Engineers, a Domestic For-Profit Corporation, for a project known as "2026-0189R Geotechnical & Material Testing Services for the All-Abilities Playground Project" for an amount not to exceed $79,241.60.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Capital Improvement Department

AGENDA DATE: 4/14/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Yvette Hernandez, City Engineer **PHONE NUMBER:** 915-212-0065

2nd CONTACT PERSON NAME: Javier Acosta, Director Capital Imp **PHONE NUMBER:** 915-212-0065

DISTRICT(S) AFFECTED: 7

AGENDA ITEM:

A resolution that the City Manager, or designee, be authorized to sign an Agreement for Professional Services by and between the City of El Paso, and LEC Engineering, Inc, dba LOI Engineers, a Domestic For-Profit Corporation, for a project known as "2026-0189R Geotechnical & Material Testing Services for the All Abilities Playground Project" for an amount not to exceed $79,241.60.

ISSUE STATEMENT:

City Council is asked to approve the award of a professional services contract to provide geotechnical and material testing services for the All Abilities Playground Project located at 715 Lomita Drive, El Paso, TX, within the existing Lomaland Park.

BACKGROUND:

The Regional All-Abilities Playground Project is focused on developing an inclusive space where children of all abilities can safely play, learn, and interact. The project will include an integrated welcome center, all-inclusive restrooms, and accessible parking and pathways to ensure ease of access for all users.

Design and construction will be completed using the Design-Build method.

COUNCIL OPTIONS:

1. Approve the award 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:

N/A

RELATED CITY POLICIES:

N/A

PRIOR COUNCIL ACTION:

This project was approved on November 8, 2022 as part of the Community Progress Bond.

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:

$79,241.60 - 2022 Community Progress Bond

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NO

NAME	AMOUNT ($)

ATTACHMENTS:

Evaluation Summary

FOR MORE INFORMATION:

Elsa Rodriguez 915-212-0065 aeselections@elpasotexas.gov

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

SIGNATURE: Yvette Hernandez

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

RESOLUTION

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

That the City Manager, or designee, be authorized to sign an Agreement for Professional Services by and between the City of El Paso, and **LEC Engineering, Inc, dba LOI Engineers, a Domestic For-Profit Corporation**, for a project known as "2026-0189R Geotechnical & Material Testing Services for the All Abilities Playground Project" for an amount not to exceed $79,241.60; that the City Engineer is authorized to approve additional basic services and reimburseables 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 Project budget, for a total budget of $129,241.60; and that the City Manager, or designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the Agreement for Professional Services.

APPROVED THIS _____ DAY OF _____ 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura Prine
City Clerk

APPROVED AS TO FORM:

Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Yvette Hernandez
Yvette Hernandez, P. E., City Engineer
Capital Improvement Department

CITY OF EL PASO
CAPITAL IMPROVEMENT DEPARTMENT
218 N. CAMPBELL, 2ND FLOOR
EL PASO, TEXAS 79901

EVALUATION COMMITTEE SCORESHEET SUMMARY

SOLICITATION #2026-0189R
GEOTECHNICAL & MATERIAL TESTING SERVICES FOR THE ALL ABILITIES PLAYGROUND PROJECT

CONSULTANT	HJV	LOI
Rater 1	80	90
Rater 2	66	61
Rater 3	67	69
Total Rater Scores	**213.0**	**220.0**
References	0.0	3.1
Overall Score:	**213.0**	**223.1**

Rankings	Consultant
1	LOI
2	HJV

THE STATE OF TEXAS)
) **AN AGREEMENT FOR**
COUNTY OF EL PASO) **PROFESSIONAL SERVICES**

This Agreement is made on this ____ day of _____, 2026 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the **"Owner"**, and LEC Engineering, Inc., dba LOI Engineers, a Domestic For-Profit Corporation, hereinafter referred to as the **"Consultant"**.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as **"2026-0189R Geotechnical & Material Testing Services for the All Abilities Playground Project",** hereinafter referred to as the **"Project"**, as further described in **Attachment "A"**; and

WHEREAS, Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner's selection procedure, in accordance with all applicable state and local laws and ordinances.

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

ARTICLE I.
ATTACHMENTS

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment "A"	Scope of Services and Budget
Attachment "B"	Consultant's Fee Proposal and Hourly Rates
Attachment "C"	Intentionally Deleted
Attachment "D"	Payment and Deliverable Schedules
Attachment "E"	Insurance Certificate

ARTICLE II.
PROJECT

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform the services identified in this Agreement for the Project. The Project shall consist of the Consultant's completion of the Scope of Services as further described in **Attachment "A"**. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment "D"**.

2.2 The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the

performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

2.3 The Consultant shall serve as the Owner's professional representative for the construction of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each Project's the construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working day time period.

ARTICLE III.
CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **$79,241.60** or all basic services and reimbursables performed pursuant to this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **$50,000.00,** if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project.

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 Services at the rates which is attached hereto as **Attachment "B".** Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "A".**

3.3 CONSULTANT'S INVOICES. The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within

ninety days (90) of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of the Project. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 INTENTIONALLY DELETED.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV.
PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "A"** and the Notice to Proceed.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days'** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE. The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

4.3.4 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V.
INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment "E"**. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the

Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

> "The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

a) **Commercial General Liability**
$1,000,000.00 Per Occurrence
$1,000,000.00 Products/Completed Operations
$1,000,000.00 Personal and Advertising Injury

b) **AUTOMOBILE LIABILITY**
Combined Single Limit
$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of $1,000,00.00 on a claim made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Agreement.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of

policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND OWNER, AND OWNER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY'S INDEPENDENT PROJECT MANAGERS.

To the extent allowed by state law, the Owner will be responsible for its own actions.

ARTICLE VI.
FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project shall apply, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in **Attachment "F"**.

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(1) **Compliance with Regulations**: Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination**: Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports**: Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance**: In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

   a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or

b. Cancellation, termination or suspension of the contract in whole or in part.

(6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII.
GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant.

7.2 INTENTIONALLY DELETED.

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the

Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner has the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects, other than the construction of the Project, shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Consultant's office hours) and places upon reasonable notice.

7.6 CONTRACTING INFORMATION

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

7.7 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

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

7.9 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.10 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.11 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

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

To the Owner:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
With a Copy to:	The City of El Paso Attn: City Engineer P. O. Box 1890 El Paso, Texas 79950-1890
To the Consultant:	LEC Engineering, Inc., dba LOI Engineers Attn: Bernardino Olague 2101 E. Missouri Avenue, Suite B El Paso, Texas 79903

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

7.13 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.14 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

7.15 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the

following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

_____
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

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

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

_____
Notary Public, State of Texas

My commission expires:

_____

CONSULTANT:
LEC Engineering, Inc., d/b/a LOI ENGINEERS

By: _____
Name: Bernardino Olague, P.E.,PMP
Title: Principal & CEO

ACKNOWLEDGEMENT

THE STATE OF Texas §
§
COUNTY OF El Paso §

This instrument was acknowledged before me on this 27th day of March, 2026, by Bernardino Olague, Principal & CEO, on behalf of Consultant.

_____
Notary Public, State of Texas

My commission expires:

March 24, 2027

Arianna B. Olague
My Commission Expires
3/24/2027
Notary ID134271599

ATTACHMENT "A"
SCOPE OF SERVICES

LOI File No. P26-2-03678
February 13, 2026 (Rev. 2/27/26)

Ms. Alondra K. Gurrola
City of El Paso – Capital Improvement Department
218 N. Campbell St., 2nd Floor
El Paso, Texas 79901

Subject: Proposal for Construction Materials Testing Services
All Abilities Playground Project
715 Lomita Dr., El Paso, Texas 79907

Dear Ms. Gurrola:

LOI ENGINEERS is very pleased to have been selected to submit this revised proposal to the City of El Paso – Capital Improvement Department (Client) to provide construction materials testing (CMT) services in connection with the subject project.

Project Understanding

The project consists of the inclusive space where children of all abilities can play, learn, and grow together. The regional all abilities playground project amenities will include a welcome center, all-inclusive restrooms within the playground footprint, parking lot and site accessibility to support seamless access for all users. The design and construction of the project will be completed using the Design-Build method of the Texas Government Code.

General Scope of Services

Our proposed scope of services is provided in the table below:

Table 1 – Proposed Scope of Services

Item	Description	Frequency
1.0	***Soils***	
1.1	Moisture-density relationship "Proctor Suite", includes SA and PI	One sample per type of material
1.2	Sidewalk, curb and gutter sections - Field moisture-density by nuclear methods	One test per every 150 linear feet, at every compacted 8-inch lift
1.3	Building pad – Field moisture-density by nuclear methods	One test per every 2000 sq. ft., at every compacted 8-inch lift

Table 1 – Proposed Scope of Services		
Item	**Description**	**Frequency**
2.0	***Portland Cement Concrete (PCC)***	
2.1	Concrete compressive strength. Includes 1-Slump, 1-Air Content, 1-Concrete and ambient temperature.	Four specimens per one sample per placement
2.2	Masonry compressive strength. Includes 1-Slump, 1-Air Content, 1-Concrete and ambient temperature.	Four specimens per one sample per placement
3.0	***Special Inspections***	
3.1	Concrete Reinforcement Inspection (Portal to Portal) [To be Performed by an ACI Concrete Special Inspector] [Welding / Special Inspector]	Projected Effort: 20 hours
3.2	Masonry Special Inspection (Portal to Portal) [To be Performed by an ICC Masonry Special Inspector]	Projected Effort: 20 hours
3.3	Fireproofing Special Inspection (Portal to Portal) [To be Performed by an ICC Fireproofing Special Inspector]	Projected Effort: 20 hours
3.4	Firestopping Special Inspection (Portal to Portal) [To be Performed by an UL Solutions Firestopping Special Inspector]	Projected Effort: 20 hours
3.5	Waterproofing Visual Inspection (Portal to Portal) (Two-man crew)	One Inspection per window
3.6	Certified Welding Inspections	Projected Effort: 20 hours

The services included in Table 1 will be executed by the personnel listed in Table 2.

Table 2 – Proposed Project Personnel	
Role	**Personnel**
Project Director	Jesus Baca, P.E., Ph.D., PMP®
Project Manager	Rene A. Rios
Field Coordinator	Victor Garay
Field Technicians	Lorenzo Martinez Aaron Alderette Luis Pichardo Manuel Armendariz Luis Terrazas Lorenzo Ramirez

Fee

Our **time-&-materials fee**, which was developed according to our interpretation of the project plan, is **$79,241.60**. The unit rates are per the approved contract between the City of El Paso and LOI.

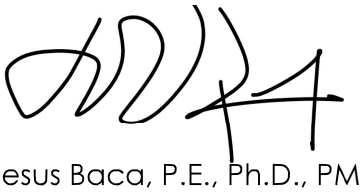
A complete detail of this fee estimate is presented in Attachments I to III, one attachment for each project location. The field technician hourly rates presented therein correspond to services provided Monday through Saturday, from 7:00 AM to 5:00 PM. Time services provided beyond these time frames will be billed at 1.5 times the regular rate. Our estimated quantities may vary from the actual requirements or frequencies established or scheduled by the client representative in the field.

Acceptance

If this scope and fee are acceptable, please forward the appropriate contract documents for our review and execution to provide authorization to proceed with our services.

We appreciate your preference, and look forward to working with you in this important project. If you have any question or need further information, please contact us.

Respectfully submitted,
LOI ENGINEERS



Jesus Baca, P.E., Ph.D., PMP®
Vice President – Construction Services

Copies Submitted: Above (1) – Via E-mail

ATTACHMENT "B"
CONSULTANT'S FEE PROPOSAL AND HOURLY RATES

ATTACHMENT I

DATE: Friday, February 27, 2026
PROJECT NAME : All Abilities Playground
FILE NUMBER : P26-2-03678

Item Code	DESCRIPTION	Estimated Quantity		Unit Rate			Estimated Total
	Construction Material Testing (CMT)						
	A. SOIL			**Sub-Total**		$	**24,263.50**
8	Moisture-Density Relationship (ASTM D-1557)	10	$	290.00	ea.	$	2,900.00
9	Rock Correction for Proctor & Sieve Analysis	10	$	59.00	ea.	$	590.00
15	Soil Classification/Sampling, sieve Analysis & Atterberg Limits	10	$	275.00	ea.	$	2,750.00
3	Field Moisture Density by Nuclear Methods (ASTM D-69938) 2 to 4 Tests/trip plus Tech time	240	$	14.00	ea.	$	3,360.00
38	Technician Time - Sampling/Testing/Travel	130	$	70.50	/hr.	$	9,165.00
42	Vehicle Use	70	$	62.60	/day	$	4,382.00
41	Vehicle Trip Charge (Mileage)	1540	$	0.725	/mile	$	1,116.50
	B. CONCRETE, GROUT, MORTAR			**Sub-Total**		$	**23,986.40**
16	Concrete Compressive Strength Cylinders (ASTM C-143, C-231, C-172, C-31, C-39), includes 1-Slump, 1-Air Content, 1-Concrete and ambient temperature	80	$	25.00	/set	$	2,000.00
38	Compressive Strength of Masonry (ASTM C-1019). Includes 1-Slump, 1-Concrete and ambient temperature, and molding up to 4 prisms per set, plus tech time	40	$	20.00	/set	$	800.00
CONC10	Technician Time Sampling / Casting / Testing / Travel / Pickup samples	240	$	70.50	ea.	$	16,920.00
42	Vehicle Use	60	$	62.60	/day	$	3,756.00
41	Vehicle Trip Charge (Mileage)	704	$	0.725	/Trip	$	510.40
	C. INSPECTION SERVICES			**Sub-Total**		$	**23,927.50**
INSP01	Structural Steel Visual Inspection (Portal to Portal)	20	$	146.00	/hr.	$	2,920.00
INSP02	Waterproofing Visual Inspection (Portal to Portal) (Two-man crew)	10	$	540.00	/day	$	5,400.00
INSP03	Masonry Special Inspection (Portal to Portal) [To be Performed by an ICC Masonry Special Inspector]	20	$	146.00	/hr.	$	2,920.00
INSP04	Concrete Reinforcement Inspection (Portal to Portal) [To be Performed by an ACI Concrete Special Inspector] [Welding / Special Inspector]	20	$	146.00	/hr.	$	2,920.00
INSP05	Fireproofing Special Inspection (Portal to Portal) [To be Performed by an ICC Fireproofing Special Inspector]	20	$	146.00	/hr.	$	2,920.00
INSP06	Firestopping Special Inspection (Portal to Portal) [To be Performed by an UL Solutions Firestopping Special Inspector]	20	$	146.00	/hr.	$	2,920.00
	Vehicle Use	50	$	62.60	/day	$	3,130.00
	Vehicle Trip Charge (Mileage)	1100	$	0.725	/Trip	$	797.50
	D. Engineering Services and Project Administration			**Sub-Total**		$	**7,064.20**
32	Project Manager	25	$	135.00	/hr.	$	3,375.00
33	Project Reporting/Control Management (Project Engineer)	20	$	120.00	/hr.	$	2,400.00
40	Administrative Assistant	15	$	65.00	/hr.	$	975.00
42	Vehicle Use	4	$	62.60	/ea.	$	250.40
41	Vehicle Trip Charge (Mileage)	88	$	0.725	/hr.	$	63.80
					TOTAL BASE PROPOSAL :	$	**79,241.60**

ATTACHMENT "C"
INTENTIONALLY DELETED

ATTACHMENT "D"
PAYMENT SCHEDULE

For the project known as **"2026-0189R Geotechnical & Material Testing Services for the All Abilities Playground Project"**, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed $79,241.60 for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT TO CONSULTANT

The compensation for each task described in Attachment "A". Payment shall bill the Owner on a monthly basis through written invoices. The owner shall make payments upon presentation of the Consultant's detailed invoice and accompanying summary and progress report and Owner's written approval.

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in **Attachment "B"**. The time shown in **Attachment "B"** is an estimate. Should the services rendered during the construction phase exceed the estimated amount, written authorization will be required prior to rendering service. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

The Owner shall make payments upon presentation of the Consultant's detailed Invoice and accompanying Summary and Progress Report and the Owner's written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. ***Tips and alcohol are not reimbursable.***

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1st of each year and ends on August 31st of each year. The Consultant's invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with the Owner's fiscal year.

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the Owner. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges

are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "A"** and the Notice to Proceed.

ATTACHMENT "E"
INSURANCE CERTIFICATE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/18/2026

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

State Farm Insurance
Valenzuela Insurance Agency, Inc
840 E. Redd Rd Ste 5A
El Paso, TX 79912

CONTACT NAME: Alex Tijerina
PHONE (A/C, No, Ext): 915-585-9292 FAX (A/C, No): 915-585-8757
E-MAIL ADDRESS: alex@valenzuelainsurance.org

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

LEC Engineering, INC. dba LOI Engineers
2101 E Missouri Ave Ste B
El Paso, TX 79903

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☒ ANY AUTO			535 7807-A12-43	07/12/2025	07/12/2026		
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS	Y	Y	0004293-SFX-43	01/12/2026	07/12/2026	BODILY INJURY (Per person)	$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			0014098-SFX-43	09/09/2025	03/09/2026	BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Solicitation #2026-0189R Geotechnical & Materials Testing Services for the All-Abilities Playground Project

Additional Insured
City of El Paso

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

Alex Tijerina

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/10/2026

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	CONTACT NAME: Samantha Jeffries	
AssuredPartners of Texas, LLC 500 N. Central Expressway #550 Plano TX 75074	PHONE (A/C, No, Ext): 972-581-7393	FAX (A/C, No): 972-581-7393
	E-MAIL ADDRESS: Samantha.Jeffries@assuredpartners.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Indemnity Company (The)	25658
INSURED LEC Engineering, Inc. dba LOI Engineers 2101 E. Missouri Ave Suite B El Paso TX 79903	INSURER B : Travelers Commercial Insurance	36137
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 192216096 **REVISION NUMBER:**

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: POLICY [X] PRO-JECT [ ] LOC OTHER:			680B6862124	8/2/2025	8/2/2026	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 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			CUPB7204414	8/2/2025	8/2/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB0B6866473	8/2/2025	8/2/2026	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The general liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The general liability policy contains a special endorsement with "primary and non-contributory" wording. The general liability & worker's compensation policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

Umbrella policy follows form of the underlying policies subject to the terms and conditions of the policy.

Project: Solicitation #2026-0189R Geotechnical & Materials Testing Services for the All-Abilities Playground Project

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



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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 42 03 04 (B) – 001

POLICY NUMBER: UB-B6866473-25-47-G

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

1. ☐ Specific Waiver

☒ Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be 2.00 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described..

4. Advance Premium: $ SEE SCHEDULE

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

DATE OF ISSUE: 08-01-25 ST ASSIGN:

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

c. With respect to the independent acts or omissions of such person or organization; or

d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

f. This insurance does not apply to the rendering of or failure to render any "professional services".

g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section **III** – Limits Of Insurance.

h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

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3. The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After you have signed that written contract;

b. While that part of the written contract is in effect; and

c. Before the end of the policy period.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 42 03 04 (B) – 001

POLICY NUMBER: UB-B6866473-25-47-G

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

1. ☐ Specific Waiver

☒ Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be 2.00 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described..

4. Advance Premium: $ SEE SCHEDULE

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective | Policy No. | Endorsement No.
Insured | Premium

Insurance Company | Countersigned by_____

DATE OF ISSUE: 08-01-25 ST ASSIGN:

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Retired Partners, Members, Directors And Employees

D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

F. Blanket Additional Insured – Controlling Interest

G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Amendment Of Excess Insurance Condition – Professional Liability

M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement

N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

(a) 75 feet long or less; and

(b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 75 feet long or less; and

(2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTIO N II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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Additional Named Insureds

Other Named Insureds

LOI Engineers	Doing Business As

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/11/2026

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	CONTACT NAME:	Marina Cordero	
Mount Franklin Insurance Agency, LLC 122 Thorn El Paso, TX 79932	PHONE (A/C, No, Ext):	(915) 599-2900	FAX (A/C, No):
	E-MAIL ADDRESS:	MarinaC@mtfranklin.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Endurance American Specialty Insurance Company	41718
INSURER B :	Palomar Excess and Surplus Insurance Company	16754
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
LEC ENGINEERING, INC
DBA: LOI ENGINEERS
2101 E MISSOURI AVE
EL PASO, TX 79903-3505

COVERAGES **CERTIFICATE NUMBER: 80243317-0** **REVISION NUMBER: 152**

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab			DPL30050335102	12/17/2025	12/17/2026	Occ/Agg	$5,000,000
B	Pollution Liability			ENP0012015-02	10/22/2025	10/22/2026	Occ/Agg	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Solicitation #2026-0189R Geotechnical & Materials Testing Services for the All-Abilities Playground Project

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

(MCC)

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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	Bernadino Olague
Business Name	LEC Engineering, Inc. DBA LOI Engineers
Agenda Item Type	Award
Relevant Department	Capital Improvements

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: 2/13/2026

Bernardino Olague, P.E.
President of LEC Engineering, Inc., d/b/a LOI ENGINEERS

File #: 26-0468, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

That City Council Representative, Deanna Maldonado-Rocha be appointed as a City Representative to the Metropolitan Planning Organization's Transportation Policy Board to replace City Council Representative, Josh Acevedo, effective immediately.

Board Appointment Form

City Clerk's Office

Appointing Office	Mayor Renard U. Johnson
Agenda Placement	Consent
Date of Council Meeting	
Name of Board	Transportation Policy Board for the El Paso Urban Transportation Study

Agenda Posting Language

Appointment of Representative Deanna Maldonado Rocha to the Transportation Policy Board (MPO) by Mayor Renard U. Johnson.

Appointment Type	Regular

Member Qualifications

To provide oversight of the function of the Transportation Policy Board; to review ensure that all urban transportation studies are performed in accordance with local governments' desires and in conformance with federal and state laws, rules and regulations.

Nominee Name	Representative Deanna Maldonado Rocha
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[redacted]
Residing District	District 3
City Employed Relatives	N/A

Board Membership

FOAC
Education and Workforce Development

Real estate owned in El Paso County

N/A

Previous Appointee	Rep Josh Acevedo
Reason for Vacancy	Removed
Date of Appointment	04/14/26
Term Begins On	04/14/26
Term Expires On	01/20/28
Term	First Term

RECEIVED
By City Clerk's Office at 10:15 am, Apr 06, 2026

RESOLUTION

WHEREAS, the Bylaws and Procedures for the Metropolitan Planning Organization's Transportation Policy Board (TPB) provides that the City of El Paso's representation on the TPB shall include the mayor or appointee and three elected officials; and

WHEREAS, the TPB's Bylaws and Procedures further provides that representatives of local units of government shall be appointed by and serve at the pleasure of the city councils for the entities they represent; and

WHEREAS, the El Paso City Council desires to appoint District 3 Representative Deanna Maldonado-Rocha as a City representative on the TPB, replacing District 2 Representative Josh Acevedo.

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

That District 3 Representative Deanna Maldonado-Rocha be appointed a City Representative to the Transportation Policy Board for the Metropolitan Planning Organization, replacing District 2 Representative Josh Acevedo, effective immediately.

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

26-CC-773 | Tran #2963 | Mayor & Council
MPO resolution changing appointment
RAB

File #: 26-0471, **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.
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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.

Benjamin Avalos to the Parks and Recreation Advisory Board by Representative Cynthia Boyar Trejo, District 4.

Board Appointment Form

City Clerk's Office

Appointing Office	Cynthia Boyar Trejo, District 4
Agenda Placement	Consent
Date of Council Meeting	
Name of Board	Parks and Recreation Advisory Board

Agenda Posting Language

Benjamin Avalos to the Parks and Recreation Advisory Board by Representative Cynthia Boyar Trejo, District 4.

Appointment Type	Regular

Member Qualifications

He has master's in physical education and health and administration. He is being reappointed.

Nominee Name	Benjamin Avalos
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[redacted]
Residing District	District 4
City Employed Relatives	N/A

Board Membership

Former Member of Parks and Recreation Advisory Board

Real estate owned in El Paso County

[redacted]

Previous Appointee	Benjamin Avalos
Reason for Vacancy	Term Expired
Date of Appointment	04/14/26
Term Begins On	09/01/25
Term Expires On	08/31/27
Term	Second Term

Benjamin Avalos

[redacted]

Personal Information

[redacted]

•Served in the United State Air Force from 1975-78 as a Communications Specialist and on the All-Air Force Freestyle and Greco-Roman Wrestling Team in 1978

Recent Employment Positions

2017-2022 Five Set Net Sports – Pickleball Consultant/Instructor

1984-2014 Glen Cove Elementary School/Ysleta ISD
Health/Physical Education Teacher K-5th

1999-2016 University of Texas at El Paso
College of Health Sciences/Department of Kinesiology Faculty

1984-2014 Eastwood & Hanks High School
Wrestling Coach

Education

University of Texas at El Paso
B.S. Physical Education, 1981
M.Ed. Physical Education/Health & Administration, 1987

Related Experience

•46 years of experience teaching and playing Pickleball, 1980-2026

•USA Pickleball Ambassador, 2015-2026

•Pickleball El Paso – Vice President, 2022-2026

•Sun Bowl Association Board of Directors Member, 2025-2026

•Sun Bowl Association Pickleball Tournament Planning Committee, 2024-2026

•Pickleball Instructor for El Paso Parks & Recreation Dept., 2017-2026

•El Paso Parks & Recreation Advisory Board Member, 2022-26

•OLLI (Osher Lifelong Learning Institute) Pickleball & Garden Club Instructor/UTEP, 2023-26

•Pickleball Clinics held for numerous organizations: Wounded Warriors Foundation, Girl Scouts, El Paso Parks & Rec. Dept., Women's Club of El Paso, Fort Bliss Veterans, El Paso ISD, Ysleta ISD, UTEP Kinesiology, OLLI Pickleball Club, UTEP Pickleball Club, Autism Hope El Paso

Professional Recognitions/Awards

•Texas State High School Wrestling Champion, 126lbs., 1975

•Texas Boys State High School Wrestling Champions, Eastwood H.S., 1985

•Texas Girls State High School Wrestling Champions, Hanks H.S., 2014

•Texas AHPERD Physical Education Teacher of the Year, 1995

•El Paso Athletic Hall of Fame Inductee for Coaching, 2017

•Texas High School Wrestling Hall of Honor Inductee for Athlete/Coach, 1993

•University of Texas at El Paso, College of Health Sciences, Award for Excellence and Service, 2010

•Glen Cove Elementary School, Ysleta ISD, Teacher of the Year, 1987 &1993

•Mexican-American Bar Association Educator of the Year Award, 1990

•Newsmaker of the Year Award, Eastwood High School, 1989-90

•El Paso Senior Games, Sportsmanship Award, El Paso Parks and Recreation, 2019

•CATCH - Coordinated Approach to Child Health Trainer, 1998-2015

•Flaghouse Inc. Health and Physical Education Consultant, 2000-10

- Walk4Life Pedometer Physical Activity Consultant, 2003-10
- GOPHER Sports Health and Wellness Advisory Board, 2000-02
- National Board for Professional Teaching Standards, Content Review Panel for Physical Education National Certification, Philadelphia, Pennsylvania, 2001
- Border LEAN Taskforce, Paso del Norte Health Foundation, 1998-99
- Texas Education Agency, Texas Essential Knowledge and Skills (TEKS) Writing Team for Physical Education, Austin, Texas, 1996-97
- Texas Education Agency, Health Taskforce, Austin, Texas, 1992-93
- Texas Education Agency, Texas Assessment of Academic Skills (TAAS) Wellness Committee, Austin, Texas, 1992-93

Professional Recognitions/Awards

- El Paso Senior Games, Sportsmanship Award, El Paso Parks and Recreation, 2019
- Inducted into the El Paso Athletic Hall of Fame, for Coaching, 2017
- University of Texas at El Paso, College of Health Sciences, Friend of the College Award for Excellence and Service, 2010
- Peter Cribb Legacy Award for Outstanding Service to the CATCH program, 2008
- Texas CATCH Champion Award for Excellence in Coordinated School Health, 2006
- Featured in Michael and Susan Dell Foundation CATCH video, 2005
- Region 19 CATCH Teacher of the Year Award, 2001
- TAHPERD Media Award, 1994
- Texas AHPERD Elementary Physical Education Teacher of the Year, 1995
- Texas Elementary Principals and Supervisors Association, Elementary Physical Education Teacher of the Year, 1995
- Texas Department of Health – Award for Excellence in School Health, 1995
- TAHPERD PEPI Citation, Physical Education Promotion, 1994

- Texas High School Wrestling Association Hall of Fame, inducted as an athlete and coach, 1993
- Glen Cove Elementary School, Ysleta ISD, Teacher of the Year, 1992-93
- Mexican-American Bar Association Educator Award, 1990
- Newsmaker of the Year Award, Eastwood High School, 1989-90
- Glen Cove Elementary School, Ysleta ISD, Teacher of the Year, 1986-87

File #: 26-0478, **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 Ivan Niño, (915) 212-0005

AGENDA LANGUAGE:

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

Juan Uribe to the City Plan Commission by Representative Ivan Niño, District 5.

Board Appointment Form

City Clerk's Office

Appointing Office	Ivan Niño, District 5
Agenda Placement	Consent
Date of Council Meeting	
Name of Board	City Plan Commission

Agenda Posting Language

Juan Uribe to the City Plan Commission by Representative Ivan Niño, District 5.

Appointment Type	Regular

Member Qualifications

Mr. Uribe has previously served on the City Plan Commission and as a Commissioner on the Building Standards Commission. In these roles, he has demonstrated familiarity with municipal procedures, regulatory frameworks, and public accountability standards. His prior appointments reflect both subject matter expertise and the trust placed in him by local leadership.
Additionally, his involvement with housing authorities, historical organizations, and professional real estate boards highlights a sustained commitment to civic engagement and community development.

Nominee Name	Juan Uribe
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[redacted]
Residing District	District 1
City Employed Relatives	N/A

Board Membership

City Plan Commission 3/12/2024 to present

Real estate owned in El Paso County

[redacted]

Previous Appointee	Juan Uribe
Reason for Vacancy	Term Expired
Date of Appointment	04/14/26
Term Begins On	05/01/26
Term Expires On	05/01/28
Term	Second Term

JUAN URIBE

With a mission to provide my clients with the most effective systems and services in the real estate arena, I have committed and dedicated my all to perfect the art of real estate. Listed below you will find my range of achievements and qualifications.

KEY SKILLS

- Closing Complex Real Estate Transactions
- Represent Sophisticated Buyers and Sellers
- Commercial Land Development
- Structuring Real Estate Financing
- Commercial Real Estate Leasing
- Investment Sales Specialization
- Access to Private Investors
- Leasing of Industrial Properties
- Land Broker
- Ranch Sales

COMPANIES

- Team Juan Uribe Real Estate, since 1986.
- Team Juan Uribe New Mexico, LLC
- Team Juan Uribe, LLC.
- My Family Farm, LLC
- Bradford in the 60s, LLC.
- Hacienda Del Camino Real LLC.
- Escondido Partners, LLC.
- Creosote Land, LLC.

EDUCATION

- Business Administration, Real Estate and Finance at UTEP
- Computer Science at El Paso Community College
- Agricultural School at Escuela Hermanos Escobar en Ciudad Juarez
- Studies in CCIM-Commercial Investment Real Estate Institute

- Studies in the ICSC – International Council of Shopping Centers
- Certified Negotiation Expert (CNE) – Negotiation Expertise, LLC
- Real Estate Broker in Texas
- Real Estate Broker in New Mexico
- Real Estate Broker in Arizona
- Global Property Specialist
- Property Tax Consultant

AFFILIATIONS

- Director of Texas History Foundation
- Commissioner of the Building Standards Commission of the City of El Paso
- Commissioner of the City Plan Commission
- Board Member and Benefactor of the El Paso History Museum
- Member of the El Paso Board of Realtors

EXPERIENCE

TEXAS REAL ESTATE BROKER SINCE 1986

- In 2025, year to date to July 31st, Team Juan Uribe, LLC. has closed $83,000,000.00 in sales.
- In 2025, Team Juan Uribe, LLC. sold three schools and is in the process of redeveloping.
- In 2024, Team Juan Uribe, LLC. developed 16 acres on the corner of Montana and George Dieter, and successfully sold 70% of the project to commercial users.
- In 2024, Team Juan Uribe, LLC. sold over $80,000,000.00 in commercial real estate.
- In 2023, Team Juan Uribe closed $95,000,000 in Real Estate.
- In 2022, we closed on a multi-story office building with two parking lots on 416 N Stanton, we sold 140 acres for a new Industrial Park on I-10, we sold 5 agricultural farms in Upper Valley of Dona Ana and El Paso
- In 2022, Juan Uribe was appointed to serve as Commissioner for the Building Standard's Commission of the City of El Paso.
- We closed on 1,125 acres in Santa Teresa for a residential development of 5,000 lots.
- In 2023, for 10 years in a row we received again the Costar Power Broker Award for top sales in the El Paso and Southern New Mexico region.

- By August of 2021, total closings year to date are $35 million.
- In 2020, listed a portfolio of 8 properties from Mr. Paul Foster's group under the direction of William Kell and sold more than 50% of the portfolio by March of 2020.
- In 2019, Juan Uribe sold 350 Acres on Edgemere to Mr. Douglas Schwartz
- In 2019, Team Juan Uribe, listed together with CBRE, the Verde Group Portfolio (20 properties), in Santa Teresa, New Mexico. Juan Uribe personally sold 50% of the properties within the first year, for more than $10,000,000.00 that included over 400 acres.
- In 2019, Team Juan Uribe sold a 7-story building in downtown El Paso (The Banner Building)
- In 2019, Team Juan Uribe sold a 10-story building in downtown El Paso (The International Building)
-
- In 2019, Team Juan Uribe, LLC. sold a portfolio of properties from Mr. Gerald Wendell, containing more than 300 acres of land in east El Paso.
- In 2019, Team Juan Uribe, LLC. sold a 30,000-acre ranch, Ojo Caliente Ranch, in Winston, New Mexico.
- In 2019, Juan Uribe was reappointed for a second term as Commissioner for Planning Commission of the City of El Paso.
- In 2019, Juan Uribe was named #2 Top Producer for the City of El Paso, According to The National Association of Hispanic Real Estate Professionals.
- Juan Uribe, LLC completed their goal for the year 2018 by generating $53,000,000.00 for the year.
- In 2018, sold a 38,000 Acre ranch in northern New Mexico (Gallo Ranch)
- Juan Uribe was named the top number five agent for the National Hispanic Association of Realtors in February 2018.
- Juan Uribe was named CoStar Top Producer for commercial real estate for 2017.
- Juan Uribe named by CoStar as one of the Top 5 Commercial and Leasing Agents to include Top Sales Transactions for Broker firm in the El Paso market area for **2015 & 2016**.
- Team Juan Uribe San Antonio became an independent company and now consults and works with Commercial Agents in San Antonio, Texas.
- Juan Uribe became a chairman for the El Paso Board of Realtors MLS in late **2015**. Shaping the real estate industry through the local board, reviewing all new technology in the Commercial Real Estate area with input in other aspects of the organization.
- In **2015**, Team Juan Uribe, LLC was recognized by NAHREP for being the Top #1 ($60,000,000.00 closed) team in the city Juan Uribe was also mentioned the Top Agent for the city.
- In **2015**, Juan Uribe's San Antonio team was recognized as the #1 team for Keller Williams, San Antonio with over 500 agents. We also received the award of the biggest commercial sale.
- By August **2014**, Team Juan Uribe had achieved a total closing of $50,000,000.00 for the year.

- **2014** - Team Juan Uribe represented the Bankruptcy Court in coordinating the auction to sell three Fuddruckers in El Paso, TX for $5.5 million dollars.

- **2013** - Partnered with Ruben Solis in San Antonio KW and thereafter awarded the top performing team for 2013.

- **2012** - Team Juan Uribe awarded a "Double Platinum Award" for closing $26,000,000.00 and named the top real estate agent for Keller Williams San Antonio, TX.

- **2012** - Juan Uribe opened an office in San Antonio, Texas at Keller Williams, and closed $70,000,000.00 in 14 months.

- **2011 -** January and February in 2010, Juan Uribe broke all sales records closing $7,000,000.00 in two months.

- **2010 –** Juan Uribe became member of Keller Williams Commercial and opened an office in Ahwatukee, Arizona together with Mike Mendoza, one of the founders of Keller Williams.

- **2008** – Named advisor to El Paso housing authority, closed $35,000,000.00 in sales.

- **2007** - Juan Uribe developed a 12,000 square foot shopping center, purchased a shopping center on Lee Trevino called Lee Trevino Plaza, developed a twelve-office warehouse, acquired Saul Kleinfeld Marketplace & Carwash, developed a 7,000 square foot shopping center, purchased a 4-acre tract of land in the northeast, purchased and developed a 15 acre tract of land, then sold in small parcels, and purchased six subway stores.

- **2006** - Team Juan Uribe closed approximately $125,000,000.00 under the direction of Juan Uribe.

- **2005** - In the construction field, Juan Uribe built for his own portfolio a shopping center on Roseanne & Zaragoza, a shopping center and car wash on Saul Kleinfeld & Pebble Hills, a shopping center on Dyer & McCombs, and a shopping center on Zaragoza & Pellicano.

- **2004** – Team Juan Uribe sold $60,000,000.00 of real estate under the direction of Juan Uribe and built a condominium project for his own portfolio at Resler & Royal Arms.

- **2003 to 1996** - Team Juan Uribe became a versatile group of professionals in the Real Estate arena having a specialist in each of the different fields of real estate.
    - Represented Deloitte & Touche for real estate consulting.
    - Leased more than 1,500,000 square feet of industrial property to several companies such as Ansell Perry, Danaher, Bobinas del Sur, American Shelter, Thompson, Tatun, Hawlett-Packard, and Foster Electric.
    - Represented many commercial tenants like Pollo Feliz, Taco-Tote, Carnitas Queretaro, First Savings Bank, Quiznos, Subway, etc.
    - Built and developed two open air centers (Saul Kleinfeld and Zaragosa) for his own portfolio.
    - Built and developed three open air centers for different clients.
    - Sold and pre-developed an old car dealer into a medical office development.
    - Sold five city blocks in downtown El Paso for *Editora Paso del Norte*, including several buildings, parking, garage, etc.
    - Sold the site and helped develop and lease Las Palmas Prestigios Power Center in El Paso, Texas.
    - Awarded
        - The Top Selling Agent in Texas for five years in a row.
        - Was also top nationwide salesperson in total sales for the Keller Williams franchise.

- **1996** - Participated in all phases of the development of 73 acres of commercial real estate, i.e., established relations with real estate directors for national users, planned sites, sold and lease properties.
    - Leased 120,000 square feet of retail space in Las Palmas.

- Negotiated and discounted with a united states bank for an 87,000 square foot building for American Yazaki (Porvenir, Mexico).
- Sold 73 acres to De la Vega Group.
- Sold 20 acres to Cinemark USA.

- **1995 to 1991** – Juan Uribe sold single, multi-family and investment properties utilizing sales networks and discount real estate notes. Sold commercial land for major developers in the region and maintained active troubleshooting and negotiating involvement through closing.
  - Closed over $67 million dollars in transactions.
  - Top producer for the city of El Paso (1991, 1992, 1993 and 1994).
  - Diamond club certificate 1994.
  - Top ten producer for the Texas realtor magazine, El Paso (June 1996).
  - Received the Excellence Award from Diario de Juarez Newspaper (1996).

- **1990 -** Golden Real Estate Award / Golden de Mexico. Sold commercial real estate for investors and users specialized in Mexican investors. Sold 87,000 square foot warehouse on Rojas and Americas Ave.

- **1990 to 1987 -** Real Estate Associate Re/Max of West El Paso. Developed and maintained profitable relations with new prospective clients as well as an international network of other agents.
  - $20,000,000.00 closed in 1989.
  - Top producer for the state of Texas of all Re/Max offices in 1989.
  - Top Ten Producer – Presidents Club 1988, 1989 and 1990.
  - Re/Max Top Producer Representative for El Paso during the San Antonio Real Estate Seminar.

- **1986** – Juan Uribe begins his career in real estate and closed $800,000 in transactions.

AFFILIATIONS

- Member of El Paso MLS Board
- Member of Las Cruces, NM MLS Board
- Member of Texas Association of Realtors
- Member of International Council of Shopping Center
- Las Cruces Board of Realtors
- President of El Paso Chorale Society & Orchestra
- Texas Association of Builders

[redacted]

File #: 26-0480, **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.

Francie McIntosh to the City Accessibility Advisory Committee by Representative Alejandra Chávez, District 1.

Board Appointment Form

City Clerk's Office

Appointing Office	Alejandra Chávez, District 1
Agenda Placement	Consent
Date of Council Meeting	
Name of Board	City Accessibility Advisory Committee

Agenda Posting Language

Francie McIntosh to the City Accessibility Advisory Committee by Representative Alejandra Chávez, District 1.

Appointment Type	Regular

Member Qualifications

Ms. McIntosh brings extensive experience in community service and advocacy, having served District 1 in various committee roles, including as Council President of EPISD, where she focused on improving the quality of education in El Paso and advocating for children. She has actively contributed to multiple projects in collaboration with El Paso Parks and Recreation and the Montoya Heights Neighborhood Association. More recently, her personal experiences navigating accessibility challenges within her own family have given her firsthand insight into the need for improved conditions and enhancements that will better serve El Pasoans requiring accessibility accommodations.

Nominee Name	Francie McIntosh
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[redacted]
Residing District	District 1
City Employed Relatives	N/A

Board Membership

City Accessibility Advisory Committee

Real estate owned in El Paso County

[redacted]

Previous Appointee	Francie McIntosh
Reason for Vacancy	Term Expired
Date of Appointment	04/14/26
Term Begins On	09/01/25
Term Expires On	08/31/26
Term	First Term

As a native El Pasoan, I, Francie McIntosh, am honored to be asked by City Representative Alejandra Chavez, to serve on our city's Accessibility Advisory Committee.

Local business owner for 48 years.
Mother of two, grandmother of four, all residents of the Borderland.
Resident and property owner of District 1 for 47 years.

Volunteered with numerous organizations including Girl Scouts of the Desert Southwest.

Served as Zach White Elementary School PTA President. I was proud to be a part of developing an educational week long learning experience called Incredible Journey. This program gave the third and fifth grade students an opportunity to learn about the history of this beautiful and unique community we call home.

E.P.I.S.D. Council President serving on various committees of El Paso Independent School District dealing with the quality of education in El Paso all the while advocating for the children.

Throughout my 30 years as a member of The Junior League of El Paso there have been many opportunities to serve on projects concerning quality of life issues in our community. Some of my favorites were, Los Muralos, developing a brochure and presentation for high school students on the beautiful murals in our community and the artists who created them. Another favorite was Learning Trolley where we took first graders from low income areas on field trips to visit some of El Paso's famous destinations giving them the opportunity to expand their horizons.

In recent years, as an El Paso County Master Gardener and active member and President of El Dedon Verde Garden Club, I have had the opportunity to work to improve conditions of our treasured El Paso Municipal Rose Garden. This led to an opportunity to be involved in a project collaborating with the City of El Paso Parks and Recreation and the Montoya Heights Neighborhood Association to establish and improve El Paso's first and only Butterfly Garden. The Montoya Heights Butterfly Garden offers an outdoor educational opportunity for the residents of that community and nearby schools.

The past few years our family has been faced with medical diagnoses that have put us in situations dealing with accessibility issues we never imagined we would be in. Through this we have become aware of the need for improvement in the conditions that face many El Paso citizens daily. There is definitely room for improvement.

Always concerned with the quality of life of all our citizens.
Sincerely,

Francie McIntosh
[redacted]

File #: 26-0469, **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 Cynthia Boyar Trejo, (915) 212-0004

AGENDA LANGUAGE:

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

Antonio Morales to the Building and Standards Commission by Representative Cynthia Boyar Trejo, District 4.

Board Appointment Form

City Clerk's Office

Appointing Office	Cynthia Boyar Trejo, District 4
Agenda Placement	Consent
Date of Council Meeting	
Name of Board	Building and Standard Commission

Agenda Posting Language

Antonio Morales to the Building and Standards Commission by Representative Cynthia Boyar Trejo, District 4.

Appointment Type	Regular

Member Qualifications

Resume Attached: experience in both residential and commercial construction.

Nominee Name	Antonio Morales
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[redacted]
Residing District	District 4
City Employed Relatives	N/A

Board Membership

N/A

Real estate owned in El Paso County

N/A

Previous Appointee	Robert Filarski
Reason for Vacancy	Term Expired
Date of Appointment	04/14/26
Term Begins On	11/01/25
Term Expires On	10/31/27
Term	First Term

Antonio Morales
El Paso, Texas
[redacted]

PROFESSIONAL EXPERIENCE

Long Term Capital / Homescape – El Paso, TX
Owner & Project Manager (March 2021 – Present)
• Owner and operator of a contracting, landscaping, and irrigation company serving residential and commercial clients
• Oversee planning and execution of landscaping, irrigation systems, grading, and hardscape projects
• Supervise crews and subcontractors to ensure quality workmanship and adherence to applicable standards
• Conduct site evaluations, identify project issues, and coordinate corrective actions
• Manage scheduling, materials, safety practices, and overall project delivery
• Coordinate with clients, inspectors, and vendors to ensure requirements are met

Self-Employed – Remodeling & Irrigation Services – El Paso, TX
Independent Contractor (2015 – 2021)
• Provided residential remodeling and irrigation services
• Performed site assessments, installations, repairs, and property improvements
• Developed foundational experience in construction practices and project coordination

MILITARY SERVICE

United States Army Reserve
Assigned Unit: 4-10 Civil Affairs Battalion (2024 – Present)
• Assigned to a Civil Affairs unit supporting civil-military coordination missions
• Conduct community-focused assessments related to local infrastructure, public services, and governance
• Support planning and coordination efforts involving civilian authorities and community stakeholders
• Operate in accordance with Army regulations and mission planning requirements

United States Army
CBRN Specialist (January 2018 – January 2021)
• Served with the 1st Infantry Division and the 35th Air Defense Brigade
• Responsible for chemical, biological, radiological, and nuclear defense operations
• Conducted inspections, compliance checks, and safety procedures
• Managed COVID-19 decontamination operations during the pandemic
• Deployed overseas in support of NATO operations
• U.S. Army Airborne School graduate; completed military parachutist training

United States Army Reserve
CBRN Specialist (October 2013 – October 2017)
• Trained in hazardous materials recognition, mitigation, and decontamination
• Maintained readiness and compliance with operational standards

EDUCATION

University of Texas at El Paso
Bachelor of Multidisciplinary Studies

El Paso Community College
Associate Degree in Criminal Justice

CERTIFICATIONS

• HAZMAT Technician Certification

File #: 26-0462, **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
Parks and Recreation, Pablo Caballero, (915) 212-8018,

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 2026-0086 Floor Stripping & Waxing Services to Ace Government Services, LLC., for an initial term of three (3) years for an estimated amount of $900,000.00. The award also includes a two (2) year option for an estimated amount of $600,000.00. The total contract time is for five (5) years for a total estimated amount of $1,500,000.

Department:	Parks and Recreation
Award to:	Ace Government Services, LLC.
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	$300,000.00
Initial Term Estimated Award:	$900,000.00
Option Term Estimated Award:	$600,000.00
Total Estimated Award	$1,500,000.00
Account(s)	451-1000-51230-522060-P5106
	451-1000-51260-522060-P5111
	451-1000-51270-522060-P5114
	451-1000-51295-522060-P5116
	451-1000-51240-522060-P5108
Funding Source(s):	General Fund

District(s): All

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

The Purchasing & Strategic Sourcing and Parks and Recreation departments recommend award as indicated to Ace Government Services, LLC. the highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT/COUNCIL OFFICE: Parks & Recreation
AGENDA DATE: April 14, 2026
PUBLIC HEARING DATE: Not Applicable
CONTACT PERSON NAME: Pablo Caballero, Parks & Recreation **PHONE NUMBER:**(915) 212-8018
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 2026-0086 Floor Stripping & Waxing Services to Ace Government Services, LLC., for an initial term of three (3) years for an estimated amount of $900,000.00. The award also includes a two (2) year option for an estimated amount of $600,000.00. The total contract time is for five (5) years for a total estimated amount of $1,500,000.

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	451-1000-51240-522060-P5108
Funding Source(s):	General Fund
District(s):	All

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ISSUE STATEMENT:
City Council is asked to approve the award of a replacement contract for 2026-0086 Floor Stripping & Waxing Services. This contract will allow continued support to the ongoing maintenance of floors in Parks and Recreation Facilities.

BACKGROUND:
Parks and Recreation facilities receive heavy use, which causes floors to wear down over time. Regular floor stripping and waxing are needed to keep floors clean, safe, and in good condition. This service helps extend the life of the flooring and maintain a welcoming environment for the public.

Solicitation was advertised on November 25, 2025 and December 2, 2025. The solicitation was posted on City website on November 25, 2025. There were a total thirty-one (31) 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 $937,500.00 which represents a 166.67% increase due to:

1. Additional quantities from 450,000 sq. ft. to 600,000 sq. ft.
2. Price increases per sq. ft. from $0.25 to $0.50.

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 December 3, 2025. Three (3) suppliers were in attendance.

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: $1,500,000.00
Funding Source: General Fund

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations to City Council of an accumulated total of $500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT ($)
Form was provided to the applicant	N/A

ATTACHMENTS:

1. Tabulation
2. View List

FOR MORE INFORMATION:

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

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

SIGNATURES:

Pablo Caballero, Parks & Recreation Director

Claudia A. Garcia – Director of Purchasing & Strategic Sourcing

CITY OF EL PASO BEST VALUE SCORESHEET

PROJECT: 2026-0086 Floor Stripping & Waxing Services

Evaluation of Submittal

	MAX POINTS	Ace Government Services LLC El Paso, TX	Nicoliss Johnson dba Contractors Enterprises, Inc. Tallahasee, FL	J Carrizal General Construction Inc, El Paso, TX
Factor A - Price				
	30	$ 900,000.00		$ 702,000.00
		23.40		30.00
Factor B - Experience – Comparable Contracts				
	30	27.67		12.00
Factor C - References				
	10	8.68		6.00
Factor D - Employee Medical Benefit and Incentives				
	10	8.00		2.00
Factor E - Work Plan				
	20	19.00		15.67
TOTAL SCORE	100	86.75		65.67
Rank		1		2

Bid Deemed Non-Responsive

NOT EVALUATED

CITY OF EL PASO

BID TABULATION FORM

BID TITLE: Floor Stripping & Waxing Services **BID NO: 2026-0086**

BID DATE: December 24, 2025 **DEPARTMENT: Parks & Recreation**

Item No.	Description	Unit Of Measure	Minimum Approximate Quantities	Maximum Approximate Quantities (A)	Ace Government Services LLC El Paso, TX — Bidder 1 of 3			Nicoliss Johnson dba Contractors Enterprises Inc Tallahassee, FL — Bidder 2 of 3			J Carrizal General Construction Inc El Paso, TX — Bidder 3 of 3		
					Price (B)	Yearly Total C=AXB (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total C=AXB (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total C=AXB (C)	3 Year Total (D = C X 3) (D)
1	Floor Stripping & Waxing VCT/ Ceramic/ Epocxy Coated/ Concrete etc.	Square Foot	$200,000.00	$600,000.00	$ 0.50	$ 300,000.00	$ 900,000.00	$ 0.50	$ 300,000.00	$ 900,000.00	$ 0.39	$ 234,000.00	$ 702,000.00
Total						**$ 300,000.00**	**$ 900,000.00**		**$ 300,000.00**	**$ 900,000.00**		**$ 234,000.00**	**$ 702,000.00**

OPTION TO EXTEND THE TERM OF THE AGREEMENT **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.**			
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S)	**x**	**X**	**X**
NO OPTION OFFERED			
AMENDMENTS ACKNOWLEDGED:	**Yes**	**Yes**	**Yes**

BIDS SOLICITED: 471 **LOCAL SOLICITED: 291** **BIDS RECEIVED: 3** **LOCAL RECEIVED: 2** **NO BIDS: 4**

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

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Approved By: /s/

Date Approved: 01/27/2026

2026-0086 Floor Stripping & Waxing Services
Viewer's List

No.	Participant Name	City	State
1	915 Maintenance and Contracting (Bustillos & Rojero Enterprises LLC)	El Paso	TX
2	Access Communications Group, LLC	El Paso	TX
3	Acebo Solutions	El Paso	TX
4	AMERICA SAFETY TRAINING	Las Cruces	NM
5	Bella Luna Engineering and Building Maintenance	El Paso	TX
6	Chuco Landscaping & Maintenance, LLC	Canutillo	TX
7	CIJ General Contractor	El Paso	TX
8	Cloud Quantum Innovations	San Antonio	TX
9	Construction Reporter	Albuquerque	NM
10	Davila Al	El Paso	TX
11	DLP Services LLC (De La Paz Cleaning and Rental Services LLC)	Del Rio	TX
12	EcoBio CLean	El Paso	TX
13	ELITE FLEET SERVICES (ELITE WASH & DETAIL LLC)	El Paso	TX
14	G.R.A.C.E. Construction	El Paso	TX
15	Gonzales & Co. Development Services LLC	canyon lake	TX
16	Kindle Fischer Specialty Products (Kindle Fischer Specialty Chemicals LLC)	El Paso	TX
17	Local Pest Managers	El Paso	TX
18	One Stop Consulting & Contracting Group, LLC.	El Paso	TX
19	Prime Edge Painting	El Paso	TX
20	Pwxpress	Jacksonville	FL
21	RBM Engineering, Inc.	El Paso	TX
22	Signm Homes LLC	El Paso	TX
23	The PlanIt Room	El Paso	TX
24	Total Cleaning Services (TCS Total Cleaning Services)	El Paso	TX
25	Ace Government Services LLC	El Paso	TX
26	J Carrizal General Constructio	El Paso	TX
27	Contractors Enterprises Inc.	Tallahassee	FL
28	Zeraus Iluminacion	El Paso	TX
29	Du-West Construction, Inc.	Pasadena	TX
30	Southland Organics	Bogart	GA
31	CONSTRUCTION SOLUTION USA LLC	CARROLLTON	TX

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	Steven Chapel
Business Name	Ace Government Services, LLC
Agenda Item Type	2026-0086 Floor Stripping and Waxing
Relevant Department	Parks and Recreation

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: 12/23/2025

CITY ATTORNEY'S OFFICE

AWARDEE LITIGATION REVIEW

April, 6, 2026

The City Attorney's Office has reviewed whether or not the proposed awardee:

Ace Government Services, LLC

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: Robert Aguinaga Jr
Assistant City Attorney

File #: 26-0463, **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
Parks and Recreation, Pablo Caballero, (915) 212-8018

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 2026-0084 Extermination Services to El Valle Pest Control, LLC for an initial term of three (3) years for an estimated amount of $83,457.00. The award also includes a two (2) year option for an estimated amount of $55,638.00. The total contract time is for five (5) years for a total estimated amount of $139,095.00.

Department:	Parks and Recreation
Award to:	El Valle Pest Control, LLC
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	$27,819.00
Initial Term Estimated Award:	$83,457.00
Option Term Estimated Award:	$55,638.00
Total Estimated Award	$139,095.00
Account(s)	451-1000-51230-522200-P5106
	451-1000-51240-522200-P5108
	451-1000-51260-522200-P5111
	451-1000-51270-522200-P5114
	451-1000-51295-522200-P5116
Funding Source(s):	General Fund

District(s): All

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

The Purchasing & Strategic Sourcing and Parks & Recreation departments recommend award as indicated to El Valle Pest Control, LLC the highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT/COUNCIL OFFICE: Parks & Recreation
AGENDA DATE: April 14, 2026
PUBLIC HEARING DATE: Not Applicable
CONTACT PERSON NAME: Pablo Caballero, Parks & Recreation **PHONE NUMBER:**(915) 212-8018
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 2026-0084 Extermination Services to El Valle Pest Control, LLC for an initial term of three (3) years for an estimated amount of $83,457.00. The award also includes a two (2) year option for an estimated amount of $55,638.00. The total contract time is for five (5) years for a total estimated amount of $139,095.00.

Department:	Parks & Recreation
Award to:	El Valle Pest Control, LLC
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
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Total Contract Time:	5 Years
Annual Estimated Award:	$27,819.00
Initial Term Estimated Award:	$83,457.00
Option Term Estimated Award:	$55,638.00
Total Estimated Award	$139,095.00
Account(s)	451-1000-51230-522200-P5106 451-1000-51240-522200-P5108 451-1000-51260-522200-P5111 451-1000-51270-522200-P5114 451-1000-51295-522200-P5116
Funding Source(s):	General Fund
District(s):	All

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

The Purchasing & Strategic Sourcing and Parks & Recreation departments recommend award as indicated to El Valle Pest Control, LLC the highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

ISSUE STATEMENT:
City Council is asked to approve the award of a replacement contract for 2026-0084 Extermination Services. This contract will allow services for general pest and rodent controls to various Parks & Recreation Centers, pools, water parks, and shelters.

BACKGROUND:
The Parks and Recreation department requires monthly pest control services for recreation centers, pools, and shelters, following a pre-established schedule. Services are required to treat both the indoor and outdoor perimeters of each building ensuring all potential entry points are addressed.

Solicitation was advertised on October 28, 2025 and November 04, 2025. The solicitation was posted on City website on October 28, 2025. There were a total thirty-one (31) viewers online; seven (7) bids were received; five (5) from local suppliers.

Contract Variance: The difference based in comparison to the previous contract is as follows: An increase of $1,408.00 which represents a 1.02% increase due to:

1. Additional quantities from 4,420 to 4,585 service visits.
2. The average unit price per visit decreased from $30.71 to $29.41.

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 November 5, 2025. Five (5) suppliers were in attendance.

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: $139,095.00
Funding Source: General Fund

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations to City Council of an accumulated total of $500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT ($)
Form was provided to the applicant	N/A

ATTACHMENTS:

1. Tabulation
2. View List

FOR MORE INFORMATION:

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

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

SIGNATURES:

Pablo Caballero, Parks & Recreation Director

Claudia A. Garcia – Director of Purchasing & Strategic Sourcing

CITY OF EL PASO BEST VALUE SCORESHEET

PROJECT: 2026-0084 Extermination Services

Evaluation of Submittal

	MAX POINTS	300 Exterminator Termite & Pest Control, LLC. El Paso, TX	Aetna & Elliot Enterprise, Inc. dba PestMaster of El Paso El Paso, TX	Continental Termite & Pest Control, Inc. El Paso, TX	El Valle Pest Control, LLC. El Paso, TX	G & T Southwest, LLC. dba Mosquito Squad of El Paso/ Las Cruces Las Cruces, NM	Rollins Inc. dba Orkin, LLC Atlanta, GA	Sun City Critter Control dba Inetgrity Pest & Termite El Paso, TX
Factor A - Price								
	30	$ 72,336.00	$ 145,423.41		$ 83,457.00	$ 130,020.00		
		30.00	14.92		26.00	16.69		
Factor B - Experience – Comparable Contracts								
	30	12.67	18.67	Bid Deemed Non-Responsive	14.33	7.33	Bid Deemed Non-Responsive	Bid Deemed Non-Responsive
Factor C - References								
	10	6.67	2.67	Not Evaluated	9.63	3.33	Not Evaluated	Not Evaluated
Factor D - Employee Medical Benefit and Incentives								
	10	2.00	2.00		2.00	2.00		
Factor E - Work Plan								
	20	11.33	17.33		19.67	18.67		
TOTAL SCORE	100	62.67	55.59		71.63	48.02		
Rank		2	3		1	4		

CITY OF EL PASO

BID TABULATION FORM

BID TITLE: Extermination Services **BID NO: 2026-0084**

BID DATE: November 26, 2025 **DEPARTMENT: Parks and Recreation**

	300 EXTERMINATOR TERMITE AND PEST CONTROL, LLC El Paso, TX	Continental Termite & Pest Control, Inc El Paso, TX	El Valle Pest Control LLC El Paso, TX
	Bidder 1 of 7	Bidder 2 of 7	Bidder 3 of 7

Group 1: Recreation Centers

Item No.	Description	Unit of Measure (sq.ft per visit)	Approximate/ Estimate Quantity (A)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)
1	Alameda Recreation Center 7380 Alameda Ave.	27,445	15	$30.00	$450.00	$1,350.00	$165.00	$2,475.00	$7,425.00	$30.00	$450.00	$1,350.00
2	Armijo Recreation Center 911 S. Ochoa St.	43,652	15	$35.00	$525.00	$1,575.00	$210.00	$3,150.00	$9,450.00	$37.50	$562.50	$1,687.50
3	Aquatic Administrative Office (Armijo)	2,153	15	$20.00	$300.00	$900.00	$60.00	$900.00	$2,700.00	$22.50	$337.50	$1,012.50
4	Chamizal Recreation Center 2101 Cypress Ave.	35,300	15	$32.00	$480.00	$1,440.00	$195.00	$2,925.00	$8,775.00	$32.50	$487.50	$1,462.50
5	Chihuahuita Recreation Center 417 Charles Rd. (kitchen & dining areas excluded)	2,800	15	$25.00	$375.00	$1,125.00	$60.00	$900.00	$2,700.00	$22.50	$337.50	$1,012.50
6	Don Haskins Recreation Center 7400 High Ridge Dr.	32,283	15	$30.00	$450.00	$1,350.00	$195.00	$2,925.00	$8,775.00	$30.00	$450.00	$1,350.00
7	Eastside Recreation Center 13501 Jasin Crandall Dr. (inlcudes senior center & pool)	101,000	15	$50.00	$750.00	$2,250.00	$300.00	$4,500.00	$13,500.00	$95.00	$1,425.00	$4,275.00
8	Galatzan Recreation Center 650 Wallenberg Dr.	28,000	15	$30.00	$450.00	$1,350.00	$165.00	$2,475.00	$7,425.00	$30.00	$450.00	$1,350.00
9	Gary del Palacio Recreation Center 3110 Parkwood Dr.	40,544	15	$33.00	$495.00	$1,485.00	$210.00	$3,150.00	$9,450.00	$35.00	$525.00	$1,575.00
10	L.F. Washington Recreation Center 3400 Missouri Ave.	8,000	12	$26.00	$312.00	$936.00	$90.00	$1,080.00	$3,240.00	$22.50	$270.00	$810.00
11	Lomaland Recreation Center 709 Lomita Dr.	24,653	15	$30.00	$450.00	$1,350.00	$165.00	$2,475.00	$7,425.00	$25.00	$375.00	$1,125.00
12	Marty Robbins Recreation Center 11620 Vista del Sol Dr.	49,558	15	$35.00	$525.00	$1,575.00	$210.00	$3,150.00	$9,450.00	$45.00	$675.00	$2,025.00
13	Michelle T Adjaimen Recreation Center 9031 Viscount Blvd.	27,000	15	$30.00	$450.00	$1,350.00	$165.00	$2,475.00	$7,425.00	$30.00	$450.00	$1,350.00
14	Nolan Richardson Recreation Center 4435 Maxwell Ave.	15,117	15	$29.00	$435.00	$1,305.00	$135.00	$2,025.00	$6,075.00	$27.50	$412.50	$1,237.50
15	Officer David Ortiz Recreation Center 563 N. Carolina Dr.	30,200	15	$30.00	$450.00	$1,350.00	$195.00	$2,925.00	$8,775.00	$30.00	$450.00	$1,350.00

Approved by /s/
Date Approved 12/12/2025

BID TITLE: Extermination Services **BID NO: 2026-0084**

BID DATE: November 26, 2025 **DEPARTMENT: Parks and Recreation**

				300 EXTERMINATOR TERMITE AND PEST CONTROL, LLC El Paso, TX			Continental Termite & Pest Control, Inc El Paso, TX			El Valle Pest Control LLC El Paso, TX		
				Bidder 1 of 7			Bidder 2 of 7			Bidder 3 of 7		
16	Pat O'Rourke Recreation Center 901 N. Virginia St.	36,315	15	$31.00	$465.00	$1,395.00	$195.00	$2,925.00	$8,775.00	$35.00	$525.00	$1,575.00
17	Pavo Real Recreation Center 9301 Alameda Ave.	29,000	15	$30.00	$450.00	$1,350.00	$195.00	$2,925.00	$8,775.00	$35.00	$525.00	$1,575.00
18	Rae Gilmore Recreation Center 8501 Diana Dr.	5,158	15	$20.00	$300.00	$900.00	$75.00	$1,125.00	$3,375.00	$22.50	$337.50	$1,012.50
19	San Juan Recreation Center 701 N. Glenwood St.	18,200	15	$25.00	$375.00	$1,125.00	$135.00	$2,025.00	$6,075.00	$30.00	$450.00	$1,350.00
20	Seville Recreation 6700 Sambrano Ave.	7,480	15	$20.00	$300.00	$900.00	$90.00	$1,350.00	$4,050.00	$22.50	$337.50	$1,012.50
21	Veterans Recreation Center 5301 Salem Dr.	28,000	15	$30.00	$450.00	$1,350.00	$165.00	$2,475.00	$7,425.00	$35.00	$525.00	$1,575.00
22	Wayne Thornton Community Center 3134 Jefferson Ave.	18,359	15	$25.00	$375.00	$1,125.00	$135.00	$2,025.00	$6,075.00	$30.00	$450.00	$1,350.00
23	Memorial Resource Center 3105 Grant Ave.	2,800	12	$20.00	$240.00	$720.00	$60.00	$720.00	$2,160.00	$22.50	$270.00	$810.00
24	Sylvia Carreon Recreation Center 709 Lomita Dr.	24,653	15	$30.00	$450.00	$1,350.00	$165.00	$2,475.00	$7,425.00	$30.00	$450.00	$1,350.00
Sub-Total Group 1 Items 1-24					**$10,302.00**	**$30,906.00**		**$55,575.00**	**$166,725.00**		**$11,527.50**	**$34,582.50**

Group 2: Senior Citizen Centers

Item No.	Description	Unit of Measure (sq.ft per visit)	Approximate/ Estimate Quantity (A)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)
1	Eastside Recreation Center 3200 Fierro Dr.	8500	12	$20.00	$240.00	$720.00	$90.00	$1,080.00	$3,240.00	$22.50	$270.00	$810.00
2	Happiness Senior Center 563 N. Carolina Dr.	8292	12	$20.00	$240.00	$720.00	$90.00	$1,080.00	$3,240.00	$22.50	$270.00	$810.00
3	Hilos de Plata Senior Center 4451 Delta Dr. (kitchen & dining areas excluded)	18,270	12	$25.00	$300.00	$900.00	$135.00	$1,620.00	$4,860.00	$35.00	$420.00	$1,260.00
4	Memorial Senior Center 1800 Byron St.	12000	12	$21.00	$252.00	$756.00	$135.00	$1,620.00	$4,860.00	$27.50	$330.00	$990.00
5	Pavo Real Senior Center 9311 Alameda Ave.	9500	12	$20.00	$240.00	$720.00	$90.00	$1,080.00	$3,240.00	$22.50	$270.00	$810.00

Approved by /s/
Date Approved 12/12/2025

CITY OF EL PASO

BID TABULATION FORM

BID TITLE: Extermination Services **BID NO: 2026-0084**

BID DATE: November 26, 2025 **DEPARTMENT: Parks and Recreation**

				300 EXTERMINATOR TERMITE AND PEST CONTROL, LLC El Paso, TX			Continental Termite & Pest Control, Inc El Paso, TX			El Valle Pest Control LLC El Paso, TX		
				Bidder 1 of 7			Bidder 2 of 7			Bidder 3 of 7		
6	Polly Harris Senior Center 650 Wallenberg Dr. (kitchen & dining areas excluded)	8,000	12	$20.00	$240.00	$720.00	$90.00	$1,080.00	$3,240.00	$22.50	$270.00	$810.00
7	San Juan Senior Center 5701 Tamburo Ct. (kitchen & dining areas excluded)	8,648	12	$21.00	$252.00	$756.00	$90.00	$1,080.00	$3,240.00	$22.50	$270.00	$810.00
8	South El Paso Senior Center 600 S. Ochoa St.	14112	12	$20.00	$240.00	$720.00	$135.00	$1,620.00	$4,860.00	$27.50	$330.00	$990.00
9	Wellington Chew Senior Center 4430 Maxwell Ave.	12322	12	$20.00	$240.00	$720.00	$135.00	$1,620.00	$4,860.00	$27.50	$330.00	$990.00
Sub-Total Group 2 Items 1-9					**$2,244.00**	**$6,732.00**		**$11,880.00**	**$35,640.00**		**$2,760.00**	**$8,280.00**
Group 3: Parks - Shelters												
Item No.	**Description**	**Unit of Measure (sq.ft per visit)**	**Approximate/ Estimate Quantity (A)**	**Price Per Visit (B)**	**Yearly Total C = A X B (C)**	**3 Year Total D = C X 3 (D)**	**Price Per Visit (B)**	**Yearly Total C = A X B (C)**	**3 Year Total D = C X 3 (D)**	**Price Per Visit (B)**	**Yearly Total C = A X B (C)**	**3 Year Total D = C X 3 (D)**
1	Arlington Shelter 4715 Junction St.	3222	12	$15.00	$180.00	$540.00	$75.00	$900.00	$2,700.00	$22.50	$270.00	$810.00
2	Grandview Shelter 3200 Jefferson Ave.	1900	12	$18.00	$216.00	$648.00	$60.00	$720.00	$2,160.00	$22.50	$270.00	$810.00
3	Lionel Forti Shelter 563 N. Carolina Dr.	2660	12	$18.00	$216.00	$648.00	$60.00	$720.00	$2,160.00	$22.50	$270.00	$810.00
4	Braden Aboud Shelter 4325 Riverbend Dr.	2660	12	$20.00	$240.00	$720.00	$60.00	$720.00	$2,160.00	$22.50	$270.00	$810.00
5	Sunrise Shelter 3800 Sunrise	2668	12	$20.00	$240.00	$720.00	$60.00	$720.00	$2,160.00	$22.50	$270.00	$810.00
6	Thomas Manor Shelter 7901 Knights St.	1900	12	$20.00	$240.00	$720.00	$60.00	$720.00	$2,160.00	$22.50	$270.00	$810.00
7	Memorial Park Garden Center 3105 Grant Ave.	3200	12	$20.00	$240.00	$720.00	$75.00	$900.00	$2,700.00	$22.50	$270.00	$810.00
Sub-Total Group 3 Items 1-7					**$1,572.00**	**$4,716.00**		**$5,400.00**	**$16,200.00**		**$1,890.00**	**$5,670.00**
					Bidder's Price $4,716.00			**Bidder's Price $16,200.00**				

Approved by /s/
Date Approved 12/12/2025

CITY OF EL PASO

BID TABULATION FORM

BID TITLE: Extermination Services **BID NO: 2026-0084**

BID DATE: November 26, 2025 **DEPARTMENT: Parks and Recreation**

	300 EXTERMINATOR TERMITE AND PEST CONTROL, LLC El Paso, TX	Continental Termite & Pest Control, Inc El Paso, TX	El Valle Pest Control LLC El Paso, TX
	Bidder 1 of 7	Bidder 2 of 7	Bidder 3 of 7

Group 4: Indoor Pools

Item No.	Description	Unit of Measure (sq.ft per visit)	Approximate/ Estimate Quantity (A)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)
1	Armijo Pool 911 S. Ochoa St.	49111	24	$35.00	$840.00	$2,520.00	$210.00	$5,040.00	$15,120.00	$45.00	$1,080.00	$3,240.00
2	Delta Pool 4451 Delta Dr.	12487	24	$25.00	$600.00	$1,800.00	$135.00	$3,240.00	$9,720.00	$27.50	$660.00	$1,980.00
3	Hawkins Pool 1500 Hawkins Blvd.	18047	24	$30.00	$720.00	$2,160.00	$135.00	$3,240.00	$9,720.00	$35.00	$840.00	$2,520.00
4	Leo Cancellare Pool 650 Walllenberg Dr.	18796	24	$30.00	$720.00	$2,160.00	$135.00	$3,240.00	$9,720.00	$35.00	$840.00	$2,520.00
5	Marty Robbins Pool 11600 Vista Del Sol Dr.	21419	24	$30.00	$720.00	$2,160.00	$165.00	$3,960.00	$11,880.00	$37.50	$900.00	$2,700.00
6	Memorial Pool 3251 Copper Ave.	23608	24	$30.00	$720.00	$2,160.00	$165.00	$3,960.00	$11,880.00	$37.50	$900.00	$2,700.00
7	Pat O'Rourke Pool 901 N. Virginia St.	5138	24	$20.00	$480.00	$1,440.00	$75.00	$1,800.00	$5,400.00	$22.50	$540.00	$1,620.00
8	T&I Pool 9031 Viscount Blvd.	4087	24	$20.00	$480.00	$1,440.00	$75.00	$1,800.00	$5,400.00	$22.50	$540.00	$1,620.00
9	Veterans Pool 5301 Salem Dr.	20995	24	$30.00	$720.00	$2,160.00	$135.00	$3,240.00	$9,720.00	$35.00	$840.00	$2,520.00
10	West Side Natatorium 650 Wallenberg Dr.	35986	24	$31.00	$744.00	$2,232.00	$195.00	$4,680.00	$14,040.00	$40.00	$960.00	$2,880.00
11	William Cowan Pool 8100 Independence Dr.	31673	24	$30.00	$720.00	$2,160.00	$195.00	$4,680.00	$14,040.00	$35.00	$840.00	$2,520.00
Sub-Total Group 4 Items 1-11					**$7,464.00** **Bidder's Price $22,392.00**	**$22,392.00**		**$38,880.00** **Bidder's Price $116,640.00**	**$116,640.00**		**$8,940.00**	**$26,820.00**

Approved by /s/
Date Approved 12/12/2025

CITY OF EL PASO

BID TABULATION FORM

BID TITLE: Extermination Services **BID NO: 2026-0084**

BID DATE: November 26, 2025 **DEPARTMENT: Parks and Recreation**

				300 EXTERMINATOR TERMITE AND PEST CONTROL, LLC El Paso, TX			Continental Termite & Pest Control, Inc El Paso, TX			El Valle Pest Control LLC El Paso, TX		
				Bidder 1 of 7			Bidder 2 of 7			Bidder 3 of 7		
Group 5: Parks - Outdoor Pools												
Item No.	**Description**	**Unit of Measure (sq.ft per visit)**	**Approximate/ Estimate Quantity (A)**	**Price Per Visit (B)**	**Yearly Total C = A X B (C)**	**3 Year Total D = C X 3 (D)**	**Price Per Visit (B)**	**Yearly Total C = A X B (C)**	**3 Year Total D = C X 3 (D)**	**Price Per Visit (B)**	**Yearly Total C = A X B (C)**	**3 Year Total D = C X 3 (D)**
1	Pavo Real Pool 110 Presa Pl.	2660	5	$20.00	$100.00	$300.00	$60.00	$300.00	$900.00	$22.50	$112.50	$337.50
Sub-Total Group 5 Items 1					**$100.00**	**$300.00**		**$300.00**	**$900.00**		**$112.50**	**$337.50**
Group 6: Parks - Sports Centers												
Item No.	**Description**	**Unit of Measure (sq.ft per visit)**	**Approximate/ Estimate Quantity (A)**	**Price Per Visit (B)**	**Yearly Total C = A X B (C)**	**3 Year Total D = C X 3 (D)**	**Price Per Visit (B)**	**Yearly Total C = A X B (C)**	**3 Year Total D = C X 3 (D)**	**Price Per Visit (B)**	**Yearly Total C = A X B (C)**	**3 Year Total D = C X 3 (D)**
1	Chalio Acosta Sports Center 4321 Delta Dr.	21361	12	$30.00	$360.00	$1,080.00	$165.00	$1,980.00	$5,940.00	$35.00	$420.00	$1,260.00
2	Eastside Sports Complex 14380 Montwood Dr.	23300	12	$30.00	$360.00	$1,080.00	$165.00	$1,980.00	$5,940.00	$35.00	$420.00	$1,260.00
3	Phase 2 of Eastside Sports Complex	1758	12	$20.00	$240.00	$720.00	$60.00	$720.00	$2,160.00	$22.50	$270.00	$810.00
4	Sports Multipurpose Maintenance Shop	1421	12	$20.00	$240.00	$720.00	$60.00	$720.00	$2,160.00	$22.00	$264.00	$792.00
5	Memorial Alta Vista Sports	2390	12	$20.00	$240.00	$720.00	$60.00	$720.00	$2,160.00	$22.50	$270.00	$810.00
Sub-Total Group 6 Items 1-5					**$1,440.00**	**$4,320.00**		**$6,120.00**	**$18,360.00**		**$1,644.00**	**$4,932.00**
Group 7: Parks - Day Care Center												
Item No.	**Description**	**Unit of Measure (sq.ft per visit)**	**Approximate/ Estimate Quantity (A)**	**Price Per Visit (B)**	**Yearly Total C = A X B (C)**	**3 Year Total D = C X 3 (D)**	**Price Per Visit (B)**	**Yearly Total C = A X B (C)**	**3 Year Total D = C X 3 (D)**	**Price Per Visit (B)**	**Yearly Total C = A X B (C)**	**3 Year Total D = C X 3 (D)**
1	Galatzan Day Care Center 650 Wallenberg Dr.	5887	15	$25.00	$375.00	$1,125.00	$60.00	$900.00	$2,700.00	$22.50	$337.50	$1,012.50
2	Veterans Day Care Center 5301 Salem Dr.	3750	15	$25.00	$375.00	$1,125.00	$60.00	$900.00	$2,700.00	$22.50	$337.50	$1,012.50
Sub-Total Group 7 Items 1-2					**$750.00**	**$2,250.00**		**$1,800.00**	**$5,400.00**		**$675.00**	**$2,025.00**

Approved by /s/
Date Approved 12/12/2025

CITY OF EL PASO

BID TABULATION FORM

BID TITLE: Extermination Services **BID NO: 2026-0084**

BID DATE: November 26, 2025 **DEPARTMENT: Parks and Recreation**

				300 EXTERMINATOR TERMITE AND PEST CONTROL, LLC El Paso, TX			Continental Termite & Pest Control, Inc El Paso, TX			El Valle Pest Control LLC El Paso, TX		
				Bidder 1 of 7			Bidder 2 of 7			Bidder 3 of 7		
Group 8: San Jacinto Plaza - Basement at Public Restrooms												
Item No.	**Description**	**Unit of Measure (sq.ft per visit)**	**Approximate/ Estimate Quantity (A)**	**Price Per Visit (B)**	**Yearly Total C = A X B (C)**	**3 Year Total D = C X 3 (D)**	**Price Per Visit (B)**	**Yearly Total C = A X B (C)**	**3 Year Total D = C X 3 (D)**	**Price Per Visit (B)**	**Yearly Total C = A X B (C)**	**3 Year Total D = C X 3 (D)**
1	San Jacinto Plaza 114W. Mills ave.	1690	12	$20.00	$240.00	$720.00	$60.00	$720.00	$2,160.00	$22.50	$270.00	$810.00
Sub-Total Group 8 Items 1					**$240.00**	**$720.00**		**$720.00**	**$2,160.00**		**$270.00**	**$810.00**
Grand Total (Group 1 - 8)					**$24,112.00** Bidder's Price **$42,184.00**	**$72,336.00**		**$120,675.00** Bidder's Price **$209,235.00**	**$362,025.00**		**$27,819.00**	**$83,457.00**

OPTION TO EXTEND THE TERM OF THE AGREEMENT

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:	**YES**	**YES**	**YES**
NO OPTION OFFERED			
AMENDMENTS ACKNOWLEDGED:	**YES**	**YES**	**YES**

Approved by /s/
Date Approved 12/12/2025

CITY OF EL PASO

BID TABULATION FORM

BID TITLE: Extermination Services | **BID NO: 2026-0084**

BID DATE: November 26, 2025 | **DEPARTMENT: Parks and Recreation**

	Sun City Critter Control DBA Integrity Pest and Termite El Paso, TX	G & T Southwest, LLC. DBA Mosquito Squad of El Paso/ Las Cruces Las Cruces, NM	Rollins INC DBA Orkin LLC Atlanta, GA (Bid Form NOT Used)
	Bidder 4 of 7	Bidder 5 of 7	Bidder 6 of 7

Group 1: Recreation Centers

Item No.	Description	Unit of Measure (sq.ft per visit)	Approximate/ Estimate Quantity (A)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)
1	Alameda Recreation Center 7380 Alameda Ave.	27,445	15	$40.00	$600.00	$1,800.00	$70.00	$1,050.00	$3,150.00	$ -	$ -	$ -
2	Armijo Recreation Center 911 S. Ochoa St.	43,652	15	$40.00	$600.00	$1,800.00	$80.00	$1,200.00	$3,600.00	$ -	$ -	$ -
3	Aquatic Administrative Office (Armijo)	2,153	15	$25.00	$375.00	$1,125.00	$25.00	$375.00	$1,125.00	$ -	$ -	$ -
4	Chamizal Recreation Center 2101 Cypress Ave.	35,300	15	$40.00	$600.00	$1,800.00	$70.00	$1,050.00	$3,150.00	$ -	$ -	$ -
5	Chihuahuita Recreation Center 417 Charles Rd. (kitchen & dining areas excluded)	2,800	15	$25.00	$375.00	$1,125.00	$25.00	$375.00	$1,125.00	$ -	$ -	$ -
6	Don Haskins Recreation Center 7400 High Ridge Dr.	32,283	15	$40.00	$600.00	$1,800.00	$70.00	$1,050.00	$3,150.00	$ -	$ -	$ -
7	Eastside Recreation Center 13501 Jasin Crandall Dr. (inlcudes senior center & pool)	101,000	15	$120.00	$1,800.00	$5,400.00	$105.00	$1,575.00	$4,725.00	$ -	$ -	$ -
8	Galatzan Recreation Center 650 Wallenberg Dr.	28,000	15	$40.00	$600.00	$1,800.00	$70.00	$1,050.00	$3,150.00	$ -	$ -	$ -
9	Gary del Palacio Recreation Center 3110 Parkwood Dr.	40,544	15	$40.00	$600.00	$1,800.00	$70.00	$1,050.00	$3,150.00	$ -	$ -	$ -
10	L.F. Washington Recreation Center 3400 Missouri Ave.	8,000	12	$30.00	$360.00	$1,080.00	$25.00	$300.00	$900.00	$ -	$ -	$ -
11	Lomaland Recreation Center 709 Lomita Dr.	24,653	15	$40.00	$600.00	$1,800.00	$70.00	$1,050.00	$3,150.00	$ -	$ -	$ -
12	Marty Robbins Recreation Center 11620 Vista del Sol Dr.	49,558	15	$55.00	$825.00	$2,475.00	$70.00	$1,050.00	$3,150.00	$ -	$ -	$ -
13	Michelle T Adjaimen Recreation Center 9031 Viscount Blvd.	27,000	15	$40.00	$600.00	$1,800.00	$70.00	$1,050.00	$3,150.00	$ -	$ -	$ -
14	Nolan Richardson Recreation Center 4435 Maxwell Ave.	15,117	15	$35.00	$525.00	$1,575.00	$50.00	$750.00	$2,250.00	$ -	$ -	$ -
15	Officer David Ortiz Recreation Center 563 N. Carolina Dr.	30,200	15	$40.00	$600.00	$1,800.00	$70.00	$1,050.00	$3,150.00	$ -	$ -	$ -

Approved by /s/
Date Approved 12/12/2025

CITY OF EL PASO

BID TABULATION FORM

BID TITLE: Extermination Services **BID NO: 2026-0084**

BID DATE: November 26, 2025 **DEPARTMENT: Parks and Recreation**

				Sun City Critter Control DBA Integrity Pest and Termite El Paso, TX			G & T Southwest, LLC. DBA Mosquito Squad of El Paso/ Las Cruces Las Cruces, NM			Rollins INC DBA Orkin LLC Atlanta, GA (Bid Form NOT Used)		
				Bidder 4 of 7			Bidder 5 of 7			Bidder 6 of 7		
16	Pat O'Rourke Recreation Center 901 N. Virginia St.	36,315	15	$40.00	$600.00	$1,800.00	$70.00	$1,050.00	$3,150.00	$ -	$ -	$ -
17	Pavo Real Recreation Center 9301 Alameda Ave.	29,000	15	$45.00	$675.00	$2,025.00	$70.00	$1,050.00	$3,150.00	$ -	$ -	$ -
18	Rae Gilmore Recreation Center 8501 Diana Dr.	5,158	15	$30.00	$450.00	$1,350.00	$40.00	$600.00	$1,800.00	$ -	$ -	$ -
19	San Juan Recreation Center 701 N. Glenwood St.	18,200	15	$40.00	$600.00	$1,800.00	$40.00	$600.00	$1,800.00	$ -	$ -	$ -
20	Seville Recreation 6700 Sambrano Ave.	7,480	15	$30.00	$450.00	$1,350.00	$40.00	$600.00	$1,800.00	$ -	$ -	$ -
21	Veterans Recreation Center 5301 Salem Dr.	28,000	15	$40.00	$600.00	$1,800.00	$70.00	$1,050.00	$3,150.00	$ -	$ -	$ -
22	Wayne Thornton Community Center 3134 Jefferson Ave.	18,359	15	$40.00	$600.00	$1,800.00	$40.00	$600.00	$1,800.00	$ -	$ -	$ -
23	Memorial Resource Center 3105 Grant Ave.	2,800	12	$35.00	$420.00	$1,260.00	$25.00	$300.00	$900.00	$ -	$ -	$ -
24	Sylvia Carreon Recreation Center 709 Lomita Dr.	24,653	15	$40.00	$600.00	$1,800.00	$70.00	$1,050.00	$3,150.00	$ -	$ -	$ -
Sub-Total Group 1 Items 1-24					**$14,655.00**	**$43,965.00**		**$20,925.00**	**$62,775.00**		$ -	$ -

Group 2: Senior Citizen Centers

Item No.	Description	Unit of Measure (sq.ft per visit)	Approximate/ Estimate Quantity (A)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)
1	Eastside Recreation Center 3200 Fierro Dr.	8500	12	$30.00	$360.00	$1,080.00	$40.00	$480.00	$1,440.00	$ -	$ -	$ -
2	Happiness Senior Center 563 N. Carolina Dr.	8292	12	$30.00	$360.00	$1,080.00	$40.00	$480.00	$1,440.00	$ -	$ -	$ -
3	Hilos de Plata Senior Center 4451 Delta Dr. (kitchen & dining areas excluded)	18,270	12	$40.00	$480.00	$1,440.00	$40.00	$480.00	$1,440.00	$ -	$ -	$ -
4	Memorial Senior Center 1800 Byron St.	12000	12	$35.00	$420.00	$1,260.00	$40.00	$480.00	$1,440.00	$ -	$ -	$ -
5	Pavo Real Senior Center 9311 Alameda Ave.	9500	12	$30.00	$360.00	$1,080.00	$40.00	$480.00	$1,440.00	$ -	$ -	$ -

Approved by /s/
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CITY OF EL PASO

BID TABULATION FORM

BID TITLE: Extermination Services **BID NO: 2026-0084**

BID DATE: November 26, 2025 **DEPARTMENT: Parks and Recreation**

				Sun City Critter Control DBA Integrity Pest and Termite El Paso, TX			G & T Southwest, LLC. DBA Mosquito Squad of El Paso/ Las Cruces Las Cruces, NM			Rollins INC DBA Orkin LLC Atlanta, GA (Bid Form NOT Used)		
				Bidder 4 of 7			Bidder 5 of 7			Bidder 6 of 7		
6	Polly Harris Senior Center 650 Wallenberg Dr. (kitchen & dining areas excluded)	8,000	12	$30.00	$360.00	$1,080.00	$40.00	$480.00	$1,440.00	$ -	$ -	$ -
7	San Juan Senior Center 5701 Tamburo Ct. (kitchen & dining areas excluded)	8,648	12	$30.00	$360.00	$1,080.00	$40.00	$480.00	$1,440.00	$ -	$ -	$ -
8	South El Paso Senior Center 600 S. Ochoa St.	14112	12	$35.00	$420.00	$1,260.00	$40.00	$480.00	$1,440.00	$ -	$ -	$ -
9	Wellington Chew Senior Center 4430 Maxwell Ave.	12322	12	$35.00	$420.00	$1,260.00	$40.00	$480.00	$1,440.00	$ -	$ -	$ -
Sub-Total Group 2 Items 1-9					**$3,540.00**	**$10,620.00**		**$4,320.00**	**$12,960.00**		$ -	$ -

Group 3: Parks - Shelters

Item No.	Description	Unit of Measure (sq.ft per visit)	Approximate/ Estimate Quantity (A)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)
1	Arlington Shelter 4715 Junction St.	3222	12	$30.00	$360.00	$1,080.00	$25.00	$300.00	$900.00	$ -	$ -	$ -
2	Grandview Shelter 3200 Jefferson Ave.	1900	12	$25.00	$300.00	$900.00	$25.00	$300.00	$900.00	$ -	$ -	$ -
3	Lionel Forti Shelter 563 N. Carolina Dr.	2660	12	$25.00	$300.00	$900.00	$25.00	$300.00	$900.00	$ -	$ -	$ -
4	Braden Aboud Shelter 4325 Riverbend Dr.	2660	12	$25.00	$300.00	$900.00	$25.00	$300.00	$900.00	$ -	$ -	$ -
5	Sunrise Shelter 3800 Sunrise	2668	12	$25.00	$300.00	$900.00	$25.00	$300.00	$900.00	$ -	$ -	$ -
6	Thomas Manor Shelter 7901 Knights St.	1900	12	$25.00	$300.00	$900.00	$25.00	$300.00	$900.00	$ -	$ -	$ -
7	Memorial Park Garden Center 3105 Grant Ave.	3200	12	$30.00	$360.00	$1,080.00	$25.00	$300.00	$900.00	$ -	$ -	$ -
Sub-Total Group 3 Items 1-7					**$2,220.00**	**$6,660.00**		**$2,100.00**	**$6,300.00**		$ -	$ -
					Bidder's Price $6,660.00			**Bidder's Price $6,300.00**				

Approved by /s/
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CITY OF EL PASO

BID TABULATION FORM

BID TITLE: Extermination Services **BID NO: 2026-0084**

BID DATE: November 26, 2025 **DEPARTMENT: Parks and Recreation**

	Sun City Critter Control DBA Integrity Pest and Termite El Paso, TX	G & T Southwest, LLC. DBA Mosquito Squad of El Paso/ Las Cruces Las Cruces, NM	Rollins INC DBA Orkin LLC Atlanta, GA (Bid Form NOT Used)
	Bidder 4 of 7	**Bidder 5 of 7**	**Bidder 6 of 7**

Group 4: Indoor Pools

Item No.	Description	Unit of Measure (sq.ft per visit)	Approximate/ Estimate Quantity (A)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)
1	Armijo Pool 911 S. Ochoa St.	49111	24	$55.00	$1,320.00	$3,960.00	$70.00	$1,680.00	$5,040.00	$ -	$ -	$ -
2	Delta Pool 4451 Delta Dr.	12487	24	$40.00	$960.00	$2,880.00	$40.00	$960.00	$2,880.00	$ -	$ -	$ -
3	Hawkins Pool 1500 Hawkins Blvd.	18047	24	$40.00	$960.00	$2,880.00	$40.00	$960.00	$2,880.00	$ -	$ -	$ -
4	Leo Cancellare Pool 650 Walllenberg Dr.	18796	24	$40.00	$960.00	$2,880.00	$40.00	$960.00	$2,880.00	$ -	$ -	$ -
5	Marty Robbins Pool 11600 Vista Del Sol Dr.	21419	24	$40.00	$960.00	$2,880.00	$40.00	$960.00	$2,880.00	$ -	$ -	$ -
6	Memorial Pool 3251 Copper Ave.	23608	24	$40.00	$960.00	$2,880.00	$50.00	$1,200.00	$3,600.00	$ -	$ -	$ -
7	Pat O'Rourke Pool 901 N. Virginia St.	5138	24	$30.00	$720.00	$2,160.00	$25.00	$600.00	$1,800.00	$ -	$ -	$ -
8	T&I Pool 9031 Viscount Blvd.	4087	24	$30.00	$720.00	$2,160.00	$25.00	$600.00	$1,800.00	$ -	$ -	$ -
9	Veterans Pool 5301 Salem Dr.	20995	24	$40.00	$960.00	$2,880.00	$40.00	$960.00	$2,880.00	$ -	$ -	$ -
10	West Side Natatorium 650 Wallenberg Dr.	35986	24	$45.00	$1,080.00	$3,240.00	$70.00	$1,680.00	$5,040.00	$ -	$ -	$ -
11	William Cowan Pool 8100 Independence Dr.	31673	24	$45.00	$1,080.00	$3,240.00	$70.00	$1,680.00	$5,040.00	$ -	$ -	$ -
Sub-Total Group 4 Items 1-11					**$10,680.00** **Bidder's Price $32,040.00**	**$32,040.00**		**$12,240.00** **Bidder's Price $36,720.00**	**$36,720.00**		$ -	$ -

Approved by /s/
Date Approved 12/12/2025

CITY OF EL PASO

BID TABULATION FORM

BID TITLE: Extermination Services | BID NO: 2026-0084

BID DATE: November 26, 2025 | DEPARTMENT: Parks and Recreation

				Sun City Critter Control DBA Integrity Pest and Termite El Paso, TX			G & T Southwest, LLC. DBA Mosquito Squad of El Paso/ Las Cruces Las Cruces, NM			Rollins INC DBA Orkin LLC Atlanta, GA (Bid Form NOT Used)		
				Bidder 4 of 7			Bidder 5 of 7			Bidder 6 of 7		
Group 5: Parks - Outdoor Pools												
Item No.	**Description**	**Unit of Measure (sq.ft per visit)**	**Approximate/ Estimate Quantity (A)**	**Price Per Visit (B)**	**Yearly Total C = A X B (C)**	**3 Year Total D = C X 3 (D)**	**Price Per Visit (B)**	**Yearly Total C = A X B (C)**	**3 Year Total D = C X 3 (D)**	**Price Per Visit (B)**	**Yearly Total C = A X B (C)**	**3 Year Total D = C X 3 (D)**
1	Pavo Real Pool 110 Presa Pl.	2660	5	$30.00	$150.00	$450.00	$25.00	$125.00	$375.00	$ -	$ -	$ -
Sub-Total Group 5 Items 1					**$150.00**	**$450.00**		**$125.00**	**$375.00**		$ -	$ -
Group 6: Parks - Sports Centers												
Item No.	**Description**	**Unit of Measure (sq.ft per visit)**	**Approximate/ Estimate Quantity (A)**	**Price Per Visit (B)**	**Yearly Total C = A X B (C)**	**3 Year Total D = C X 3 (D)**	**Price Per Visit (B)**	**Yearly Total C = A X B (C)**	**3 Year Total D = C X 3 (D)**	**Price Per Visit (B)**	**Yearly Total C = A X B (C)**	**3 Year Total D = C X 3 (D)**
1	Chalio Acosta Sports Center 4321 Delta Dr.	21361	12	$40.00	$480.00	$1,440.00	$70.00	$840.00	$2,520.00	$ -	$ -	$ -
2	Eastside Sports Complex 14380 Montwood Dr.	23300	12	$40.00	$480.00	$1,440.00	$70.00	$840.00	$2,520.00	$ -	$ -	$ -
3	Phase 2 of Eastside Sports Complex	1758	12	$30.00	$360.00	$1,080.00	$25.00	$300.00	$900.00	$ -	$ -	$ -
4	Sports Multipurpose Maintenance Shop	1421	12	$30.00	$360.00	$1,080.00	$25.00	$300.00	$900.00	$ -	$ -	$ -
5	Memorial Alta Vista Sports	2390	12	$30.00	$360.00	$1,080.00	$25.00	$300.00	$900.00	$ -	$ -	$ -
Sub-Total Group 6 Items 1-5					**$2,040.00**	**$6,120.00**		**$2,580.00**	**$7,740.00**		$ -	$ -
Group 7: Parks - Day Care Center												
Item No.	**Description**	**Unit of Measure (sq.ft per visit)**	**Approximate/ Estimate Quantity (A)**	**Price Per Visit (B)**	**Yearly Total C = A X B (C)**	**3 Year Total D = C X 3 (D)**	**Price Per Visit (B)**	**Yearly Total C = A X B (C)**	**3 Year Total D = C X 3 (D)**	**Price Per Visit (B)**	**Yearly Total C = A X B (C)**	**3 Year Total D = C X 3 (D)**
1	Galatzan Day Care Center 650 Wallenberg Dr.	5887	15	$30.00	$450.00	$1,350.00	$25.00	$375.00	$1,125.00	$ -	$ -	$ -
2	Veterans Day Care Center 5301 Salem Dr.	3750	15	$30.00	$450.00	$1,350.00	$25.00	$375.00	$1,125.00	$ -	$ -	$ -
Sub-Total Group 7 Items 1-2					**$900.00**	**$2,700.00**		**$750.00**	**$2,250.00**		$ -	$ -

Approved by /s/
Date Approved 12/12/2025

CITY OF EL PASO

BID TABULATION FORM

BID TITLE: Extermination Services | **BID NO: 2026-0084**

BID DATE: November 26, 2025 | **DEPARTMENT: Parks and Recreation**

	Sun City Critter Control DBA Integrity Pest and Termite El Paso, TX			G & T Southwest, LLC. DBA Mosquito Squad of El Paso/ Las Cruces Las Cruces, NM			Rollins INC DBA Orkin LLC Atlanta, GA (Bid Form NOT Used)		
	Bidder 4 of 7			Bidder 5 of 7			Bidder 6 of 7		
Group 8: San Jacinto Plaza - Basement at Public Restrooms									
Item No. / **Description** / **Unit of Measure (sq.ft per visit)** / **Approximate/ Estimate Quantity (A)**	**Price Per Visit (B)**	**Yearly Total C = A X B (C)**	**3 Year Total D = C X 3 (D)**	**Price Per Visit (B)**	**Yearly Total C = A X B (C)**	**3 Year Total D = C X 3 (D)**	**Price Per Visit (B)**	**Yearly Total C = A X B (C)**	**3 Year Total D = C X 3 (D)**
1 / San Jacinto Plaza 114W. Mills ave. / 1690 / 12	$30.00	$360.00	$1,080.00	$25.00	$300.00	$900.00	$ -	$ -	$ -
Sub-Total Group 8 Items 1		**$360.00**	**$1,080.00**		**$300.00**	**$900.00**		$ -	$ -
Grand Total (Group 1 - 8)		**$34,545.00** **Bidder's Price $60,345.00**	**$103,635.00**		**$43,340.00** **Bidder's Price $72,020.00**	**$130,020.00**		$ -	$ -
OPTION TO EXTEND THE TERM OF THE AGREEMENT **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:	**YES**			**YES**			**YES**		
NO OPTION OFFERED									
AMENDMENTS ACKNOWLEDGED:	**YES**			**YES**			**YES**		

Approved by /s/
Date Approved 12/12/2025

CITY OF EL PASO

BID TABULATION FORM

BID TITLE: Extermination Services | **BID NO: 2026-0084**

BID DATE: November 26, 2025 | **DEPARTMENT: Parks and Recreation**

	Aetna and Elliot Enterprises Inc. DBA PestMaster of El Paso El Paso, TX		
	Bidder 7 of 7		

Group 1: Recreation Centers

Item No.	Description	Unit of Measure (sq.ft per visit)	Approximate/ Estimate Quantity (A)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)
1	Alameda Recreation Center 7380 Alameda Ave.	27,445	15	$82.97	$1,244.55	$3,733.65						
2	Armijo Recreation Center 911 S. Ochoa St.	43,652	15	$131.97	$1,979.55	$5,938.65						
3	Aquatic Administrative Office (Armijo)	2,153	15	$10.00	$150.00	$450.00						
4	Chamizal Recreation Center 2101 Cypress Ave.	35,300	15	$106.72	$1,600.80	$4,802.40						
5	Chihuahuita Recreation Center 417 Charles Rd. (kitchen & dining areas excluded)	2,800	15	$10.00	$150.00	$450.00						
6	Don Haskins Recreation Center 7400 High Ridge Dr.	32,283	15	$97.60	$1,464.00	$4,392.00						
7	Eastside Recreation Center 13501 Jasin Crandall Dr. (inlcudes senior center & pool)	101,000	15	$305.35	$4,580.25	$13,740.75						
8	Galatzan Recreation Center 650 Wallenberg Dr.	28,000	15	$84.65	$1,269.75	$3,809.25						
9	Gary del Palacio Recreation Center 3110 Parkwood Dr.	40,544	15	$122.57	$1,838.55	$5,515.65						
10	L.F. Washington Recreation Center 3400 Missouri Ave.	8,000	12	$30.23	$362.76	$1,088.28						
11	Lomaland Recreation Center 709 Lomita Dr.	24,653	15	$74.53	$1,117.95	$3,353.85						
12	Marty Robbins Recreation Center 11620 Vista del Sol Dr.	49,558	15	$149.82	$2,247.30	$6,741.90						
13	Michelle T Adjaimen Recreation Center 9031 Viscount Blvd.	27,000	15	$81.63	$1,224.45	$3,673.35						
14	Nolan Richardson Recreation Center 4435 Maxwell Ave.	15,117	15	$45.70	$685.50	$2,056.50						
15	Officer David Ortiz Recreation Center 563 N. Carolina Dr.	30,200	15	$91.30	$1,369.50	$4,108.50						

CITY OF EL PASO

BID TABULATION FORM

BID TITLE: Extermination Services **BID NO: 2026-0084**

BID DATE: November 26, 2025 **DEPARTMENT: Parks and Recreation**

				Aetna and Elliot Enterprises Inc. DBA PestMaster of El Paso El Paso, TX								
				Bidder 7 of 7								
16	Pat O'Rourke Recreation Center 901 N. Virginia St.	36,315	15	$109.79	$1,646.85	$4,940.55						
17	Pavo Real Recreation Center 9301 Alameda Ave.	29,000	15	$87.67	$1,315.05	$3,945.15						
18	Rae Gilmore Recreation Center 8501 Diana Dr.	5,158	15	$15.59	$233.85	$701.55						
19	San Juan Recreation Center 701 N. Glenwood St.	18,200	15	$55.05	$825.75	$2,477.25						
20	Seville Recreation 6700 Sambrano Ave.	7,480	15	$22.61	$339.15	$1,017.45						
21	Veterans Recreation Center 5301 Salem Dr.	28,000	15	$84.65	$1,269.75	$3,809.25						
22	Wayne Thornton Community Center 3134 Jefferson Ave.	18,359	15	$55.50	$832.50	$2,497.50						
23	Memorial Resource Center 3105 Grant Ave.	2,800	12	$10.58	$126.96	$380.88						
24	Sylvia Carreon Recreation Center 709 Lomita Dr.	24,653	15	$74.53	$1,117.95	$3,353.85						
Sub-Total Group 1 Items 1-24					**$28,992.72**	**$86,978.16**						

Group 2: Senior Citizen Centers

Item No.	Description	Unit of Measure (sq.ft per visit)	Approximate/ Estimate Quantity (A)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)
1	Eastside Recreation Center 3200 Fierro Dr.	8500	12	$32.12	$385.44	$1,156.32						
2	Happiness Senior Center 563 N. Carolina Dr.	8292	12	$31.34	$376.08	$1,128.24						
3	Hilos de Plata Senior Center 4451 Delta Dr. (kitchen & dining areas excluded)	18,270	12	$69.04	$828.48	$2,485.44						
4	Memorial Senior Center 1800 Byron St.	12000	12	$45.35	$544.20	$1,632.60						
5	Pavo Real Senior Center 9311 Alameda Ave.	9500	12	$35.90	$430.80	$1,292.40						

Approved by /s/
Date Approved 12/12/2025

CITY OF EL PASO

BID TABULATION FORM

BID TITLE: Extermination Services **BID NO: 2026-0084**

BID DATE: November 26, 2025 **DEPARTMENT: Parks and Recreation**

				Aetna and Elliot Enterprises Inc. DBA PestMaster of El Paso El Paso, TX								
				Bidder 7 of 7								
6	Polly Harris Senior Center 650 Wallenberg Dr. (kitchen & dining areas excluded)	8,000	12	$30.23	$362.76	$1,088.28						
7	San Juan Senior Center 5701 Tamburo Ct. (kitchen & dining areas excluded)	8,648	12	$32.68	$392.16	$1,176.48						
8	South El Paso Senior Center 600 S. Ochoa St.	14112	12	$53.33	$639.96	$1,919.88						
9	Wellington Chew Senior Center 4430 Maxwell Ave.	12322	12	$46.57	$558.84	$1,676.52						
Sub-Total Group 2 Items 1-9					**$4,518.72**	**$13,556.16**						
Group 3: Parks - Shelters												
Item No.	**Description**	**Unit of Measure (sq.ft per visit)**	**Approximate/ Estimate Quantity (A)**	**Price Per Visit (B)**	**Yearly Total C = A X B (C)**	**3 Year Total D = C X 3 (D)**	**Price Per Visit (B)**	**Yearly Total C = A X B (C)**	**3 Year Total D = C X 3 (D)**	**Price Per Visit (B)**	**Yearly Total C = A X B (C)**	**3 Year Total D = C X 3 (D)**
1	Arlington Shelter 4715 Junction St.	3222	12	$12.18	$146.16	$438.48						
2	Grandview Shelter 3200 Jefferson Ave.	1900	12	$10.00	$120.00	$360.00						
3	Lionel Forti Shelter 563 N. Carolina Dr.	2660	12	$10.05	$120.60	$361.80						
4	Braden Aboud Shelter 4325 Riverbend Dr.	2660	12	$10.05	$120.60	$361.80						
5	Sunrise Shelter 3800 Sunrise	2668	12	$10.08	$120.96	$362.88						
6	Thomas Manor Shelter 7901 Knights St.	1900	12	$10.00	$120.00	$360.00						
7	Memorial Park Garden Center 3105 Grant Ave.	3200	12	$12.09	$145.08	$435.24						
Sub-Total Group 3 Items 1-7					**$893.40**	**$2,680.20**						
					Bidder's Price $2,680.20							

Approved by /s/
Date Approved 12/12/2025

CITY OF EL PASO

BID TABULATION FORM

BID TITLE: Extermination Services | **BID NO: 2026-0084**

BID DATE: November 26, 2025 | **DEPARTMENT: Parks and Recreation**

	Aetna and Elliot Enterprises Inc. DBA PestMaster of El Paso El Paso, TX		
	Bidder 7 of 7		

Group 4: Indoor Pools

Item No.	Description	Unit of Measure (sq.ft per visit)	Approximate/ Estimate Quantity (A)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)
1	Armijo Pool 911 S. Ochoa St.	49111	24	$92.80	$2,227.20	$6,681.60						
2	Delta Pool 4451 Delta Dr.	12487	24	$23.59	$566.16	$1,698.48						
3	Hawkins Pool 1500 Hawkins Blvd.	18047	24	$34.10	$818.40	$2,455.20						
4	Leo Cancellare Pool 650 Walllenberg Dr.	18796	24	$35.52	$852.48	$2,557.44						
5	Marty Robbins Pool 11600 Vista Del Sol Dr.	21419	24	$40.47	$971.28	$2,913.84						
6	Memorial Pool 3251 Copper Ave.	23608	24	$44.61	$1,070.64	$3,211.92						
7	Pat O'Rourke Pool 901 N. Virginia St.	5138	24	$10.00	$240.00	$720.00						
8	T&I Pool 9031 Viscount Blvd.	4087	24	$10.00	$240.00	$720.00						
9	Veterans Pool 5301 Salem Dr.	20995	24	$39.67	$952.08	$2,856.24						
10	West Side Natatorium 650 Wallenberg Dr.	35986	24	$68.00	$1,632.00	$4,896.00						
11	William Cowan Pool 8100 Independence Dr.	31673	24	$59.85	$1,436.40	$4,309.20						
Sub-Total Group 4 Items 1-11					**$11,006.64** **Bidder's Price $33,019.92**	**$33,019.92**						

Approved by /s/
Date Approved 12/12/2025

CITY OF EL PASO

BID TABULATION FORM

BID TITLE: Extermination Services **BID NO: 2026-0084**

BID DATE: November 26, 2025 **DEPARTMENT: Parks and Recreation**

	Aetna and Elliot Enterprises Inc. DBA PestMaster of El Paso El Paso, TX		
	Bidder 7 of 7		

Group 5: Parks - Outdoor Pools

Item No.	Description	Unit of Measure (sq.ft per visit)	Approximate/ Estimate Quantity (A)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)
1	Pavo Real Pool 110 Presa Pl.	2660	5	$24.13	$120.65	$361.95						
Sub-Total Group 5 Items 1					**$120.65**	**$361.95**						

Group 6: Parks - Sports Centers

Item No.	Description	Unit of Measure (sq.ft per visit)	Approximate/ Estimate Quantity (A)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)
1	Chalio Acosta Sports Center 4321 Delta Dr.	21361	12	$80.72	$968.64	$2,905.92						
2	Eastside Sports Complex 14380 Montwood Dr.	23300	12	$88.05	$1,056.60	$3,169.80						
3	Phase 2 of Eastside Sports Complex	1758	12	$10.00	$120.00	$360.00						
4	Sports Multipurpose Maintenance Shop	1421	12	$10.00	$120.00	$360.00						
5	Memorial Alta Vista Sports	2390	12	$10.00	$120.00	$360.00						
Sub-Total Group 6 Items 1-5					**$2,385.24**	**$7,155.72**						

Group 7: Parks - Day Care Center

Item No.	Description	Unit of Measure (sq.ft per visit)	Approximate/ Estimate Quantity (A)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)
1	Galatzan Day Care Center 650 Wallenberg Dr.	5887	15	$17.80	$267.00	$801.00						
2	Veterans Day Care Center 5301 Salem Dr.	3750	15	$11.34	$170.10	$510.30						
Sub-Total Group 7 Items 1-2					**$437.10**	**$1,311.30**						

Approved by /s/
Date Approved 12/12/2025

CITY OF EL PASO

BID TABULATION FORM

BID TITLE: Extermination Services **BID NO:** 2026-0084

BID DATE: November 26, 2025 **DEPARTMENT:** Parks and Recreation

	Aetna and Elliot Enterprises Inc. DBA PestMaster of El Paso El Paso, TX		
	Bidder 7 of 7		

Group 8: San Jacinto Plaza - Basement at Public Restrooms

Item No.	Description	Unit of Measure (sq.ft per visit)	Approximate/ Estimate Quantity (A)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price Per Visit (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)
1	San Jacinto Plaza 114W. Mills ave.	1690	12	$10.00	$120.00	$360.00						
Sub-Total Group 8 Items 1					**$120.00**	**$360.00**						
Grand Total (Group 1 - 8)					**$48,474.47** **Bidder's Price $72,274.55**	**$145,423.41**						

OPTION TO EXTEND THE TERM OF THE AGREEMENT

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:	**YES**
NO OPTION OFFERED	
AMENDMENTS ACKNOWLEDGED:	**YES**

BIDS SOLICITED: 462 **LOCAL BIDS SOLICITED:** 280 **BIDS RECEIVED:** 7 **LOCAL BIDS RECEIVED:** 5 **NO BID:** 4

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

Approved by /s/
Date Approved 12/12/2025

2026-0084 Extermination Services
Viewer's List

No.	Participant Name	City	State
1	2H LLC	Horizon City	TX
2	915 Maintenance and Contracting (Bustillos & Rojero Enterprises LLC)	El Paso	TX
3	BreezyDay LLC	Tyler	TX
4	Construction Reporter	Albuquerque	NM
5	Dynamic Supply Solutions, LLC	El Paso	TX
6	El Paso Mosquito LLC	El Paso	TX
7	G.R.A.C.E. Construction	El Paso	TX
8	Kaigan, LLC	Reno	NV
9	Keystone Contractors and Engineers (Keystone GC, LLC.)	El Paso	TX
10	Langley Source, LLC	Tucson	AZ
11	Scenic View inc.	Chaparral	NM
12	Signm Homes LLC	El Paso	TX
13	Terminix	Houston	TX
14	The Car Care Pro Collision and Dent repair	El Paso	TX
15	The PlanIt Room	El Paso	TX
16	Vets Securing America, Inc (Vets Securing America)	San Antonio	TX
17	Walker Systems78 LLC	Horizon City	TX
18	Orkin	El Paso	TX
19	300 Exterminator Termite and Pest Control, LLC	El Paso	TX
20	El Valle Pest Control LLC	El Paso	TX
21	Patio Patrol of El Paso (AETNA & ELLIOT ENTERPRISE INC.)	El Paso	TX
22	Continental Termite & Pest Control, Inc.	El Paso	TX
23	Mosquito Squad of El Paso/Las Cruces (G&T Southwest LLC)	El Paso	TX
24	Integrity Pest and Termite (Sun City Critter Control Corp LLC)	El Paso	TX
25	Richmond Equipment (Jamie Crandall Equipment Corp.)	Richmond	TX
26	Zeraus Iluminacion	El Paso	TX
27	Du-West Construction, Inc.	Pasadena	TX
28	Construction Solution USA LLC	Carrollton	TX
29	Delta Pest Control & Lawn Service (Delta Unlimited LLc)	El Paso	TX
30	J Carrizal General Constructio	El Paso	TX
31	Local Pest Managers	El Paso	TX

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 Ortiz Ponce
Business Name	El Valle Pest Control
Agenda Item Type	2026-0084 Extermination Services
Relevant Department	Parks & Recreation 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: 11/23/25

CITY ATTORNEY'S OFFICE

AWARDEE LITIGATION REVIEW

April, 6, 2026

The City Attorney's Office has reviewed whether or not the proposed awardee:

El Valle Pest Control, LLC

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: Robert Aguinaga Jr
Assistant City Attorney

File #: 26-0460, **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
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.

The award of Solicitation 2026-0132R Public Health Accreditation Consultant to Ascendient Healthcare Advisors, Inc., for an initial term of one (1) year for an estimated amount of $240,000.00. The award also includes a one (1) year option. The total contract time is for two (2) years for a total estimated amount of $240,000.00.

Department:	Public Health
Award to:	Ascendient Healthcare Advisors, Inc.
City & State:	Chapel Hill, NC
Item(s):	All
Term:	1 Year
Option Term:	1 Year
Total Contract Time:	2 Years
Annual Estimated Award:	$240,000.00
Term Estimated Award:	$240,000.00
Option Term Estimated Award:	NA
Total Estimated Award	$240,000.00
Account(s)	341-2140-41330-522150-G4126A2WRK
Funding Source(s):	Public Health Grants
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 Ascendient Healthcare Advisors, Inc., 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: April 14, 2026
PUBLIC HEARING DATE: Not Applicable
CONTACT PERSON NAME: Veerinder Teneja, 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 2026-0132R Public Health Accreditation Consultant to Ascendient Healthcare Advisors, Inc., for an initial term of one (1) year for an estimated amount of $240,000.00. The award also includes a one (1) year option. The total contract time is for two (2) years for a total estimated amount of $240,000.00.

Department:	Public Health
Award to:	Ascendient Healthcare Advisors, Inc.
City & State:	Chapel Hill, NC
Item(s):	All
Term:	1 Year
Option Term:	1 Year
Total Contract Time:	2 Years
Annual Estimated Award:	$240,000.00
Term Estimated Award:	$240,000.00
Option Term Estimated Award:	NA
Total Estimated Award	$240,000.00
Account(s)	341-2140-41330-522150-G4126A2WRK
Funding Source(s):	Public Health Grants
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 Ascendient Healthcare Advisors, Inc., 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 2026-0132R Public Health Accreditation Consultant. This contract will allow a consultant to provide expertise, guidance, and support throughout the accreditation process, ensuring compliance with national standards and best practices.

BACKGROUND:
The primary objective of the consultant is to assist the Department of Public Health in achieving public health board accreditation.

Solicitation was advertised on November 25, 2025 and December 2, 2025. The solicitation was posted on the City website on November 25, 2025. There were a total sixteen (16) viewers online; two (2) proposals were received; none from local suppliers.

An Inadequate Competition Survey was conducted indicating the following:

1. Does not offer these goods,
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 3, 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: $240,000.00
Funding Source: 341-2140-41330-522150-G4126A2WRK

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:

Antonio M. Martinez	(915) 212-6671	MartinezAM@elpasotexas.gov

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

SIGNATURES:

Veerinder Teneja, Health Director

Claudia A. Garcia – Director of Purchasing & Strategic Sourcing

			Committee Scoresheet
CITY OF EL PASO RFP SCORESHEET			
PROJECT: 2026-0132R Public Health Accreditation Consultant			
Evaluation of Submittal			
	MAX POINTS	Ascendient Healthcare Advisors, Inc.	Strategic Health Advisers, LLC
Factor A - Price			
	35	$ 240,000.00	$ 229,625.00
		33.49	35.00
Factor B - Experience – Comparable Contracts			
	20	15.04	9.54
Factor C – References			
	10	10.00	3.34
Factor D – Technical Approach			
	35	26.50	27.17
TOTAL SCORE	100	85.03	75.05
Rank		1	2

CITY OF EL PASO
REQUEST FOR PROPOSAL FORM

Bid Opening Date: December 24, 2025 | **Solicitation #: 2026-0132R**

Project Name: Public Health Accreditation Consultant | **Department: Public Health**

OFFEROR'S NAME:	LOCATION:	AMENDMENT(S) ACKNOWLEDGED:
Ascedient Healthcare Advisors, Inc.	Chapel Hill, NC	Yes
Strategic Health Advisers, LLC	Bloomfield, NJ	Yes

RFPs SOLICITED: 887 LOCAL RFPs SOLICITED: 268 RFPs RECEIVED:2 LOCAL RFPs RECEIVED:0 NO BIDS: 5

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

Approved: ___/s/_____
Date: __1/7/2026_____

2026-0132R Public Health Accreditation Consultant
Viewer's List

No.	Participant Name	City	State
1	Strategic Health Advisers, LLC	Bloomfield	NJ
2	Ascendient Healthcare Advisors, Inc.	Chapel Hill	NC
3	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	EL PASO	TX
4	Allometrics Inc.	Webster	TX
5	CompuGroup Medical Inc.	Richardson	TX
6	Zeraus Iluminacion	El Paso	TX
7	Crisis Prevention Institute, Inc.	Milwaukee	WI
8	FOCALPOINT El Paso TX	El Paso	TX
9	Gallagher Benefit Services (Arthur J. Gallagher)	Dallas	TX
10	GOVGUIDE INC	Arlington	VA
11	IntegrateUs LLC	Austin	TX
12	ITSQuest, Inc.	Lubbock	TX
13	OGR (WPP Group Inc dba Ogilvy Public Relations Worldwide LLC)	Philadelphia	PA
14	PMCS Services, Inc.	Austin	TX
15	Tommy’s Express (Phase 2 Company LLC)	El Paso	TX
16	Walker Systems78 LLC	Horizon City	TX

Inadequate Competition Survey

2026-0132R Public Health Accreditation Consultant

Number of Views	**16**	
Sample Size Scale	**17 or less - Contact**	**4**
	18 to 23 - Contact	**5**
	24 to 27 - Contact	**6**
	28 or More - Contact	**25%**
Sample Size Selected	**4**	

Survey Questions:

Please indicate, why you did not respond to our soliciation?	Number of Responses	Pct
Did not receive the Bid Notification (Confirm address on file)		0%
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	2	50%
Out of business		0%
No response	2	50%
Total	4	100%
Please provide feedback to our Specification		Pct
Specifications were good or adequate	1	25%
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.		0%
Total	4	100%

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

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

Definitions:

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

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

Contributor / Donor Information:

Full Name	Brian Ackerman
Business Name	Ascendient Healthcare Advisors, Inc.
Agenda Item Type	2026-0132R Public Health Accreditation 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.

[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: 12/19/26

RECEIVED
By City Clerk's Office at 3:13 pm, Apr 06, 2026

CITY ATTORNEY'S OFFICE

AWARDEE LITIGATION REVIEW

04/06/26

The City Attorney's Office has reviewed whether or not the proposed awardee:

Ascendient Healthcare Advisors, 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 Heydarian
Assistant City Attorney

File #: 26-0434, **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
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 Martin Armendariz, for the purchase price of $345,000.00; such real property legally described as a portion of Tracts 9 and 10, Bootheville No. 2, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Volume 5, Page 54, Plat Records of El Paso County, Texas.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Real Estate

AGENDA DATE: 4/14/26

PUBLIC HEARING DATE: 4/28/26

CONTACT PERSON NAME: Mary Lou Espinoza, Real Estate **PHONE NUMBER:** (915) 212-0825

2nd CONTACT PERSON NAME: Mandy Contreras, Real Estate **PHONE NUMBER:** (915) 212-1874

DISTRICT(S) AFFECTED: 7

AGENDA ITEM:

An ordinance authorizing the conveyance of real property owned by the City of El Paso to Martin Armendariz, for the purchase price of $345,000.00; such real property legally described as a portion of Tracts 9 and 10, Bootheville No. 2, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Volume 5, Page 54, 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 Martin Armendariz. Approval will result in $345,000 of revenue for the City.

BACKGROUND:

The City of El Paso desires to sell the real property parcel municipally identified as 313 Pendale Road (PID 265632) consisting of approximately 2.72 acres of vacant land, that is proposed to be conveyed to Martin Armendariz. The property was reviewed by City Council in Executive Session in September 2025.

The parcel was marketed through a licensed real estate broker in accordance with the Texas Local Government Code, Sections 253.014(b) and (d), which authorizes a home-rule municipality to contract with a broker for sale of municipal property and to sell such property after it has been listed for at least 30 days on a multiple-listing service to a qualified buyer submitting the highest cash offer.

COUNCIL OPTIONS:

1. Approve the sale as presented.
2. Decline approval and retain property as part of City inventory
3. Decline approval and direct staff to return with alternative options for land utilization.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

The property was vetted by multiple City departments through the Capital Assets & Real Estate (CARE) Committee. It has been identified as surplus property with no potential use for future City projects.

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

Not applicable.

RELATED CITY POLICIES:

City Real Estate policy; Texas Local Government Code Section 253.014

PRIOR COUNCIL ACTION:

The property was reviewed by City Council in Executive Session in September 2025.

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

Not applicable - this is a revenue generating item.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

None - see attached Disclosure of Campaign Contributions and Donations Form.

NAME	AMOUNT ($)
N/A	

ATTACHMENTS:

A) Disclosure of Campaign Contributions and Donations Form
B) Ordinance
C) Contract of Sale and exhibits

FOR MORE INFORMATION:

David Samaniego, Sr. L&C Administrat (915) 335-5960 SamaniegoDC@elpasotexas.gov

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

SIGNATURE: _____

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO MARTIN ARMENDARIZ, FOR THE PURCHASE PRICE OF $345,000.00; SUCH REAL PROPERTY LEGALLY DESCRIBED AS A PORTION OF TRACTS 9 AND 10, BOOTHEVILLE NO. 2, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5, PAGE 54, 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 a portion of Tracts 9 and 10, BOOTHVILLE No. 2, an addition to the City of El Paso, El Paso County, Texas, according to the Plat thereof recorded in Volume 5, Page 54, Plat Records of El Paso County, Texas, such property being owned by the City of El Paso, for the purchase price of $345,000.00. Further, the City Manager, or designee, is authorized to: (1) execute a Contract of Sale with Martin Armendariz, (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 265632

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 Martin Armendariz ("**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**":

A portion of Tracts 9 and 10, BOOTHEVILLE NO.2, an addition to the City of El Paso, El Paso County, Texas, according to the Plat thereof recorded in Volume 5, Page 54, Plat Records of El Paso County, Texas, and being more particularly described by metes and bounds in vesting deed.

SECTION 2. PURCHASE PRICE AND TITLE COMPANY.

A. The Buyer will pay the Seller a total amount of $345,000 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 $3,450 ("**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.

M.A.

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

M.A.

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

M.A.

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

MA.

El Paso, Texas 79950-1890
RealEstate@elpasotexas.gov

To the Buyer:

Martin Armendariz
8450 Alameda Ave.
El Paso, Texas 79907
martinbronco10@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

_____
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 13 day of MARCH, 2026

BUYER:
Martin Armendariz

By: _____
Martin Armendariz

THE STATE OF TEXAS §
§
COUNTY OF EL PASO, TX §

This instrument was acknowledged before me on this 13 day of MARCH, 2026 by MARTIN ARMENDARIZ, as INDIVIDUAL of the **Buyer**.

_____
Notary Public, State of TEXAS

My commission expires:

APRIL 13, 2026

LETICIA RENTERIA FACTOR
Notary ID #129327520
My Commission Expires
April 13, 2026

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	MARTIN ARMENDARIZ
Business Name	N/A
Agenda Item Type	Sale of City-owned property
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: 3-13-26

File #: 26-0446, **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
Police, Executive Assistant Chief Victor Zarur, (915) 212-4303

AGENDA LANGUAGE:

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

An Ordinance amending Title 12 (Vehicles & Traffic), Chapter 12.54 (Towing Regulations and Fees) to amend Section 12.54.040 (Penalty) to add additional penalty sections and add Section 12.54.070 (Violations) to prohibit soliciting of towing businesses at the scene of traffic accidents; The penalty as provided by Section 12.54.040 (Penalty) of the City Code.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: El Paso Police Department

AGENDA DATE: 4/14/26

PUBLIC HEARING DATE: 4/28/26

CONTACT PERSON NAME: Victor Zarur, Executive A/Chief **PHONE NUMBER:** 1-915-212-4303

2nd CONTACT PERSON NAME: **PHONE NUMBER:**

DISTRICT(S) AFFECTED: All Districts

AGENDA ITEM:
An ordinance amending TITLE 12 (VEHICLES & TRAFFIC), Chapter 12.54 (TOWING REGULATIONS AND FEES) to amend section 12.54.040 (PENALTY) to add additional penalty sections and add section 12.54.070 (VIOLATIONS) to prohibit solicitation of towing businesses at the scene of traffic accidents; The penalty as provided by section 12.54.040 (PENALTY) of the City Code.

ISSUE STATEMENT:
In the interest of public safety, soliciting towing business on public streets, public way, other public property, or city sidewalk is prohibited; presence at the scene of collision as prima facie evidence of violation. Any person violating any provision of sections 12.54.020, 12.54.030, or 12.54.070 of this chapter commits an offense punishable by a fine not to exceed five hundred dollars pursuant to Section 12.84.010.

BACKGROUND:
The ordinance amendmet was developed in regard to addressing solicitation of towing services in public ways. The objective is to implement an ordinance to protect the public; accident victims and promote road safey.

COUNCIL OPTIONS:
First reading, take no action. No Motion needed

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:

Community Meetings on proposed ordiance held as follows:

Feburary 25th, 2026 at the Upper East Regional Command
March 3rd, 2026 at Chief Gregory K. Allen Police Department Headquarters
March 5th, 2026 at Westside Regional Command
March 11th, 2026 at Northeast Regional Command

RELATED CITY POLICIES:

None

PRIOR COUNCIL ACTION:

None.

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:

Ordiance: Soliciting Towing Business on Public Streets Title 12 Chapter 12.54. – Towing Regulations and Fees Proposed New Section 12.54.070 and redlines version

FOR MORE INFORMATION:

Chief Peter F. Pacillas 915-212-4303

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

SIGNATURE: A/C J.F. BRIONES #1609 for CHIEF PACILLAS

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

REVISED
4:12 pm, Mar 30, 2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 12 (VEHICLES & TRAFFIC), CHAPTER 12.54 (TOWING REGULATIONS AND FEES) TO AMEND SECTION 12.54.040 (PENALTY) TO ADD ADDITIONAL PENALTY SECTIONS AND ADD SECTION 12.54.070 (VIOLATIONS) TO PROHIBIT SOLICITING OF TOWING BUSINESSES AT THE SCENE OF TRAFFIC ACCIDENTS; THE PENALTY AS PROVIDED BY SECTION 12.54.040 (PENALTY) OF THE CITY CODE.

WHEREAS, pursuant to Section 2308.202 of the Texas Occupations Code, the City has the authority to regulate the fees that may be charged in connection with a nonconsent tow originating in the City of El Paso; and

WHEREAS, the City desires to add violations that apply to Chapter 12.54 (Towing Regulations and Fees) to prohibit solicitating of towing businesses at the scene of a car accident or collision; and

WHEREAS, this ordinance amendment furthers the City's Goals, under Goal 2, setting the standard for a safe and secure City.

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

Section 1. That Section 12.54.040 (Penalty) be amended as follows:

12.54.040 - Penalty.
Any person violating any provision of Sections 12.54.020, 12.54.030, or 12.54.070 of this chapter commits an offense punishable by a fine not to exceed five hundred dollars pursuant to Section 12.84.010.

Section 2. That Section 12.54.070 (Violations) be added as follows:

12.54.070 – Violations.
In the interest of public safety, soliciting towing services business on public streets, public way, other public property, or city sidewalk is prohibited; presence at scene of traffic accident or incident management scene is prima facie evidence of a violation.

A. A person commits an offense if:

1. The person arrives at the scene of a traffic accident or an incident management scene to perform a nonconsent or incident management tow of a motor vehicle, or motorcycle without first being contacted by the police department, vehicle owner, vehicle driver, or an insurance company for the vehicle.

2. The person directly or indirectly solicits, on public streets, public way, other public property, or city sidewalk, located in the city, towing services, including towing, removing, repairing, wrecking, storing, trading, selling, or purchasing related to a vehicle that has been damaged in an accident;

3. The person enters the scene of a traffic accident, an incident management scene, or other area under the control of a peace officer or public safety employee without the permission of the peace officer or public safety employee; or

4. The person uses a third party to approach a traffic accident or incident management scene to solicit for a towing business as prohibited under this chapter.

B. The presence of any auto tow company vehicle or employee, car dolly, towing equipment, trailer, business card, flyer, electronic picture or message, or any form of soliciting and making reference to a business, towing service, or body shop being presented to individuals at the scene of a traffic accident, or any similar service. Any employee or third party acting for the towing service that was not dispatched by the police department or requested by the vehicle owner, vehicle driver, or insurance company at the scene of a traffic accident or incident management scene in the city after the traffic accident or prior to the removal of all disabled vehicles shall be prima facie evidence of solicitation in violation of this section.

Section 3. This ordinance shall take effect on June __, 2026.

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 April, 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:

A/C J.F. BRIONES #1609 1609

Peter Pacillas
Chief of Police FOR CHIEF PACILLAS

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 12 (VEHICLES & TRAFFIC), CHAPTER 12.54 (TOWING REGULATIONS AND FEES) TO AMEND SECTION 12.54.040 (PENALTY) TO ADD ADDITIONAL PENALTY SECTIONS AND ADD SECTION 12.54.070 (VIOLATIONS) TO PROHIBIT SOLICITING OF TOWING BUSINESSES AT THE SCENE OF TRAFFIC ACCIDENTS; THE PENALTY AS PROVIDED BY SECTION 12.54.040 (PENALTY) OF THE CITY CODE.

WHEREAS, pursuant to Section 2308.202 of the Texas Occupations Code, the City has the authority to regulate the fees that may be charged in connection with a nonconsent tow originating in the City of El Paso; and

WHEREAS, the City desires to add violations that apply to Chapter 12.54 (Towing Regulations and Fees) to prohibit solicitating of towing businesses at the scene of a car accident or collision; and

WHEREAS, this ordinance amendment furthers the City's Goals, under Goal 2, setting the standard for a safe and secure City.

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

Section 1. That Section 12.54.040 (Penalty) be amended as follows:

12.54.040 - Penalty.

Any person violating any provision of Sections 12.54.020, ~~and~~ 12.54.030, or 12.54.070 of this chapter commits an offense punishable by a fine not to exceed five hundred dollars pursuant to Section ~~12.84.010~~12.84.010.

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Section 2. That Section 12.54.070 (Violations) be added as follows:

12.54.070 – Violations.

In the interest of public safety, soliciting towing services business on public streets, public way, other public property, or city sidewalk is prohibited; presence at scene of traffic accident or incident management scene is prima facie evidence of a violation.

A. A person commits an offense if:

1. The person arrives at the scene of a traffic accident or an incident management scene to perform a nonconsent or incident management tow of a motor vehicle, or motorcycle without first being contacted by the police department, vehicle owner, vehicle driver, or an insurance company for the vehicle.

2. The person directly or indirectly solicits, on public streets, public way, other public property, or city sidewalk, located in the city, towing services, including towing, removing, repairing, wrecking, storing, trading, selling, or purchasing related to a vehicle that has been damaged in an accident;

3. The person enters the scene of a traffic accident, an incident management scene, or other area under the control of a peace officer or public safety employee without the permission of the peace officer or public safety employee; or

4. ~~A person also commits an offense if they~~The person uses a third party to approach a traffic accident or incident management scene to solicit for a towing business as prohibited under this chapter.

B. The presence of any auto tow company vehicle or employee, car dolly, towing equipment, trailer, business card, flyer, electronic picture or message, or any form of soliciting –and making reference to a business, towing service, or body shop being presented to individuals at the scene of a traffic accident, or any similar service. Any employee or third party acting for the towing service that was not dispatched by the police department or requested by the vehicle owner, vehicle driver, or insurance company at the scene of a traffic accident or incident management scene in the city after the traffic accident or prior to the removal of all disabled vehicles shall be prima facie evidence of solicitation in violation of this section.

Section 3. This ordinance shall take effect on June __, 2026.

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 April, 2026.

CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Eric Gutierrez
Senior Assistant City Attorney

Peter Pacillas
Chief of Police

File #: 26-0438, **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, Philip F. Etiwe, (915) 212-1553
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. PZST25-00013, to allow for a side setback reduction on the property described as Lot 20, Block 52, Indian Ridge Unit 11, 3305 Hiawatha Dr., City of El Paso, El Paso County, Texas, pursuant to Section 20.04.260 of the El Paso City Code and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

Subject Property: 3305 Hiawatha Dr.
Applicant: Vista del Sol Architectural
Case Number: PZST25-00013

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Planning and Inspections

AGENDA DATE: 4/14/26

PUBLIC HEARING DATE: 5/12/26

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Blanca Perez **PHONE NUMBER:** (915) 212-1561

DISTRICT(S) AFFECTED: 6

AGENDA ITEM:

An Ordinance granting Special Permit No. PZST25-00013, to allow for a side steback reduction on the property described as Lot 20, Block 52, Indian Ridge Unit 11, 3305 Hiawatha Drive, City of El Paso, El Paso County, Texas, pursuant to Section 20.04.260 of the El Paso city code and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

Subject Property: 3305 Hiawatha Dr.
Applicant: Vista del Sol Architectural
Case Number: PZST25-00013

ISSUE STATEMENT:

The applicant request approval of a special permit to allow for a side setback reduction to legalize an unpermitted construction of an addition to the existing home in the R-3/sp (Residential/special permit) zone district. The request is being reviewed in accordance with El Paso City Code Title 20 - Zoning and Plan El Paso, the City's Comprehensive Plan.

Staff and City Plan Commission (5-1) recommends denial of the proposed special permit. The applicant has filed an appeal to City Council from the City Plan Commission's decision pursuant to Section 20.04.430.D of the El Paso City Code.

BACKGROUND:

The applicant is requesting approval of a special permit to allow for a side setback reduction to legalize an unpermitted construction of an addition to the existing single-family dwelling. The proposed special permit request does not meet the intent of the Future Land Use Map designation for the property and is not in accordance with Plan El Paso, the City's Comprehensive Plan. Staff's denial recommendation was for the following reasons:
1. The structure does not comply with the approved special permit for the Planned Residential Development, as the addition deviates from the setback standards originally approved by City Council for the development;
2. Approval of the request would be inconsistent with Plan El Paso's goals and policies that guide private development decisions toward orderly, safe, and predictable development patterns, and would establish a negative precedent by encouraging unpermitted or unsafe lot development within a stable residential neighborhood; and
3. The structure was constructed without the required building permits and has not yet demonstrated compliance with applicable municipal and building code requirements.

Staff and City Plan Commission (5-1) recommends denial of the proposed special permit. The applicant has filed an appeal to City Council from the City Plan Commission's decision pursuant to Section 20.04.430.D of the El Paso City Code.

As of April 1, 2026, the Planning Division has received two (2) calls of inquiry but has not received any communication in support or opposition to the special permit request. See attached staff report for additional information.

COUNCIL OPTIONS:

Approve
Approve with Conditions
Deny - (Staff and CPC recommendation)

COMMITTEE REVIEW AND/OR RECOMMENDATION:

City Plan Commission recommended 5-1 to deny the proposed special permit on January 29, 2026.

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

There are no neighborhood associations within the area. 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:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

-Ordinance
-Detailed Site Development Plan
-Staff Report
-Contribution Form

FOR MORE INFORMATION:

Luis Zamora, Chief Planner (915) 212-1552 ZamoraLF@elpasotexas.gov

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

SIGNATURE: Philip Etiwe

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

ORDINANCE NO. _____

AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST25-00013, TO ALLOW FOR A SIDE SETBACK REDUCTION ON THE PROPERTY DESCRIBED AS LOT 20, BLOCK 52, INDIAN RIDGE UNIT 11, 3305 HIAWATHA DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.04.260 OF THE EL PASO CITY CODE AND IMPOSING A CONDITION. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, the Arturo Ramirez Jr. and Marisan E. Ramirez**,** has applied for a Special Permit under Section 20.04.260 of the El Paso City Code to allow for a side setback 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 denial of the subject Special Permit; and

WHEREAS, the applicant has filed an appeal of the City Plan Commission's decision pursuant to Section 20.04.430.D of the El Paso City Code; and

WHEREAS, the subject Special Permit has been submitted to the City Council of the City of El Paso for review and approval; and

WHEREAS, the City Council of the City of El Paso finds that the application conforms to all requirements of Section 20.04.320 of the El Paso City Code.

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

1. That the property described as follows, is in a R-3/sp (Residential/special permit) District:

Lot 20, Block 52, Indian Ridge Unit 11, 3305 Hiawatha Dr. 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 a side setback reduction with a condition on the property described in Paragraph 1 of this Ordinance. The condition is as follows:

That the property owner shall submit construction documents for review, obtain all required permits, schedule and pass all inspections and obtain certificates of occupancy within 6 months; and,

3. That this Special Permit is issued subject to the development standards in the R-3/sp (Residential/special permit) 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. PZST25-00013, 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:

Russell T. Abeln
_____
Russell T. Abeln
Senior Assistant Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
_____
Philip F. Etiwe, Director
Planning & Inspections Department

AGREEMENT

Arturo Ramirez Jr. and Marisan E. Ramirez, the Applicant referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the **R-3/sp (Residential/special permit) District** regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 17 day of March, 2026.

Arturo Ramirez Jr.

(Signature)

Arturo Ramirez Jr. / owner
(Name/Title)

Marisan E. Ramirez

(Signature)

Marisan Ramirez Owner
(Name/Title)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 17 day of March, 2026, by Francisco Javier Apodaca Jr for Arturo Ramirez Jr. and Marisan E. Ramirez as Applicant.

(Seal)

STATE OF TEXAS
FRANCISCO JAVIER APODACA JR
NOTARY PUBLIC
MY COMMISSION # 133033947
EXPIRES: 4/13/2029

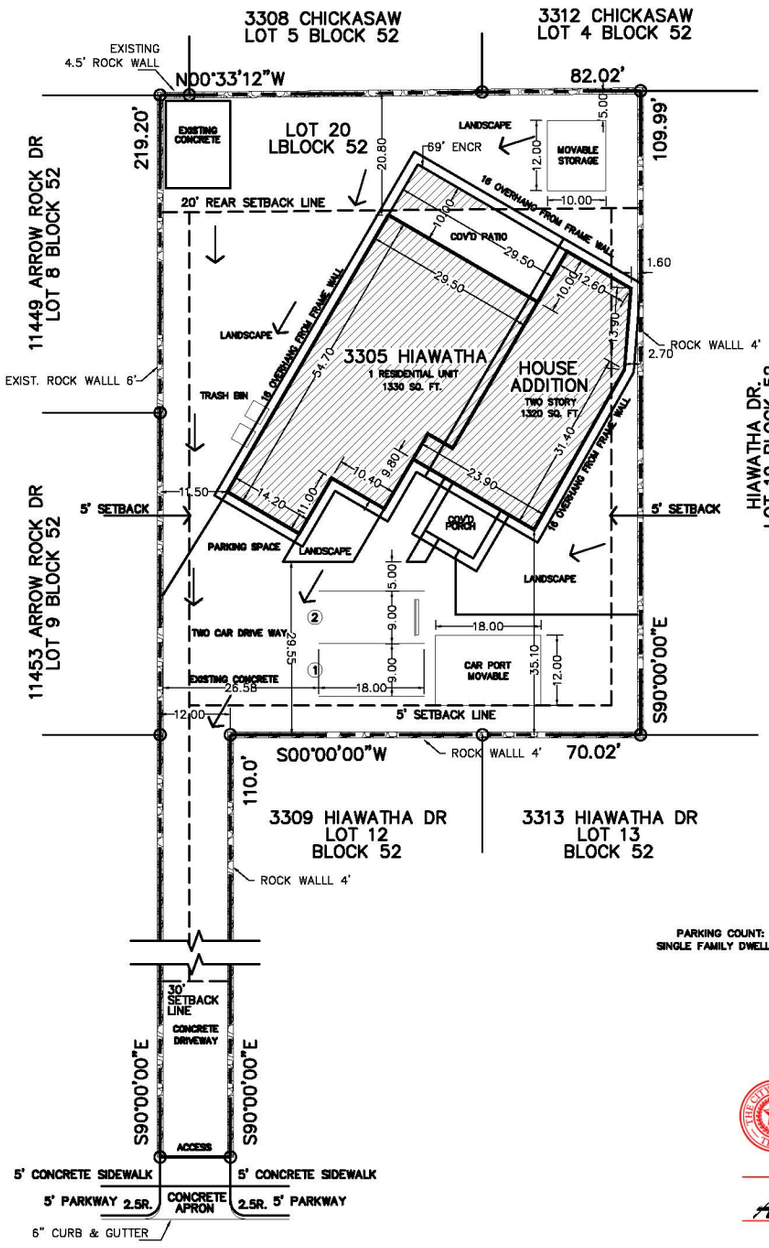
Notary Public, State of Texas
Signature

Francisco Javier Apodaca Jr
Printed or Typed Name

My Commission Expires:

04/13/2029

EXHIBIT "A"



3305 HIAWATA DRIVE

R.O.W. 62 FT

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, CHAT 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

LOT. 20, BLK. 52, INDIAN RIDGE UNIT 11
CITY OF EL PASO, EL PASO COUNTY, TEXAS

PROJECT ADDRESS

3305 HIAWATHA DRIVE, EL PASO, TEXAS, 79936
RESIDENCE

EXISTING ZONING:

EXISTING ZONING: R3-S

SETBACKS

20'	FRONT
20'	REAR
50'	MINIMUM CUMULATIVE FRONT & REAR YARD
5'	SIDE
10'	SIDE STREET
35'	BUILDING HEIGHT

PROVIDE DENSITY AS FOLLOWS:
LOT AREA SIZE 10,340 SQ. FT.
LOT WIDTH-82.02 FT.
LOT DEPTH-109.99 FT.

MINIMUM CUMULATIVE FRONT & REAR YARD

MINIMUM CUMULATIVE FRONT & REAR YARD = 50' SQ. FT.

BUILDING AREA:

TOTAL=1,330 SQ.FT	EXISTING BUILDING 1:RAMIREZ RESIDENCE THERE WILL BE NO WORK IN THIS PLACE
TOTAL=1,320 SQ.FT	EXISTING BUILDING 2: ADDITION THERE WILL BE NO WORK IN THIS PLACE
TOTAL :	2620.00 SQ. FT.

PARKING CALCULATION

PARKING SPCES. REQ'D. AS PER CH. 20 APPENDIX "C" OF ZONING ORDINANCE FOR CITY OF EL PASO, TEXAS

PARKING COUNT:	REQUIRED SPACES:	REQUIRED:	PROVIDED:
SINGLE FAMILY DWELLING	2 / PER DWEELING	2	3

PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
DETAILED SITE DEVELOPMENT PLAN
APPROVED BY CITY COUNCIL

3/17/26
DATE

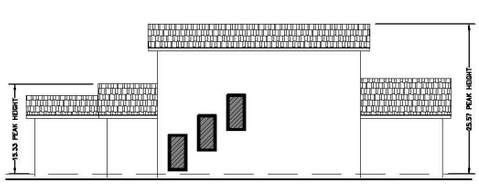
Arturo Ramirez Jr. Marisan E. Ramirez
APPLICANT

Kevin Smith
EXECUTIVE SECRETARY, CITY PLAN COMMISSION

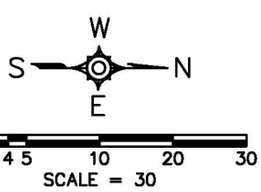
CITY MANAGER

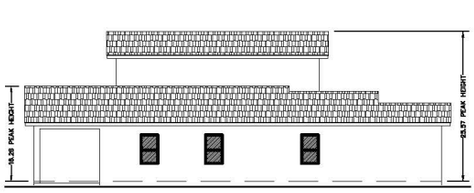


FRONT ELEVATION



FRONT ELEVATION





LEFT ELEVATION



*ASSUME ELEVATIONS

LEGAL DESCRIPTION:	DATE:	TO BE BUILT BY:
LOT 20, BLK. 52, INDIAN RIDGE UNIT 11 CITY OF EL PASO, EL PASO COUNTY, TEXAS	NOV 2025 SCALE: 1"=30'	

Design by Vista del Sol ARCHITECTURAL DESIGN
Office Cell
858-6264 494-1988

ZONING

3305 Hiawatha

City Plan Commission — January 29, 2026 SPECIAL PERMIT

CASE NUMBER:	**PZST25-00013**
CASE MANAGER:	Blanca Perez, (915) 212-1561, PerezBM@elpasotexas.gov
PROPERTY OWNER:	Arturo Ramirez Jr. and Marisan Eva Ramirez
REPRESENTATIVE:	Luis J. Lopez
LOCATION:	3305 Hiawatha Dr. (District 6)
PROPERTY AREA:	0.24 acres
EXISTING ZONING:	R-3/sp (Residential/special permit)
REQUEST:	Special Permit for reduction to side yard setback and Detailed Site Development Plan approval
RELATED APPLICATIONS:	None
PUBLIC INPUT:	Two (2) call of inquiry but no communications in support or opposition received as of January 22, 2026.

SUMMARY OF REQUEST: The applicant is requesting a special permit to allow for a side setback reduction in an existing single-family dwelling located in an R-3/sp (Residential/special permit) zone district.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **DENIAL** of the special permit request for side yard setback reduction and detailed site development plan for the following reasons:

1. The structure does not comply with the approved special permit for the Planned Residential Development, as the addition deviates from the setback standards originally approved by City Council for the development.
2. Approval of the request would be inconsistent with *Plan El Paso's* goals and policies that guide private development decisions toward orderly, safe, and predictable development patterns, and would establish a negative precedent by encouraging unpermitted or unsafe lot development within a stable residential neighborhood.
3. The structure was constructed without the required building permits and has not yet demonstrated compliance with applicable municipal and building code requirements.



Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting a special permit to allow a reduction to the required side yard setback. An addition to an existing structure was constructed without building permits and has not demonstrated compliance with applicable municipal and building code requirements. The Detailed Site Development Plan shows a single-family dwelling totaling approximately 2,450 square feet, including a two-story addition constructed in 2020 that encroaches into the required five-foot side yard setback, prompting the request for setback reduction. Access to the property is from Hiawatha Drive. The applicant is requesting the following setback reduction:

	R-3/sp (Residential/special permit) Zone District	
Density/Dimensional Standard	**Required**	**Proposed**
Side Yard Setback (East) (min.)	**5 ft**	**1.60 ft**

PREVIOUS CASE HISTORY: On January 6, 1998, Ordinance No. 13442 was adopted, granting a special permit to allow a Planned Residential Development within Lots 6 and 7 of the Hueco View Acres subdivision. In 1999, the property was subsequently replatted into Indian Ridge Unit 11, which includes the subject property and established a required side yard setback of five (5) feet.

STAFF ANALYSIS: The addition to the existing single-family dwelling was built in 2020 without issuance of building permits. State of the construction is unknown with no inspections having taken place to assess the safety of the construction, including assessment to protect the adjacent neighboring property. The addition encroaches into the required five-foot (5') side yard setback, and the roof overhang is located at or near the property line, creating the potential for drainage impacts onto the adjacent property.

Staff recommends denial of the request as it is inconsistent with *Plan El Paso*'s goals and policies that guide private development decisions toward orderly, safe, and predictable development patterns. Approving the request under these circumstances would allow to legalize unpermitted construction and establish a negative precedent by encouraging development to occur without proper approvals or inspections.

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.	No. The request is a reduction to the required side yard setback; however, the addition was constructed without building permits and has not demonstrated compliance with applicable building or life-safety standards.
2. Furthers *Plan El Paso* and applicable neighborhood plans or policies.	Partially. While the residential use is consistent with *Plan El Paso*, approval would undermine orderly development by allowing unpermitted construction to be addressed after the fact, which is inconsistent with adopted planning policies.
3. Adequately served by and will not impose an undue burden upon public improvements.	Yes. The property is adequately served by existing local street as classified on the El Paso's Major Thoroughfare Plan (MTP), and no concerns were identified by reviewing departments.
4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development.	No. The requested reduction is placing the structure approximately 1.6 feet from the property line and is potentially encroaching onto adjacent property. Surrounding properties comply with required setbacks, and approval would introduce an incompatible condition.
5. The design of the proposed development mitigates substantial environmental problems.	Yes. No environmental impacts were identified, and no concerns were noted by reviewing departments.
6. The proposed development provides adequate landscaping and/or screening where needed.	Yes. Landscaping requirements are not required for the residential use.

7. The proposed development is compatible with adjacent structures and uses.	No. Although the use is compatible, the proposed setback reduction is inconsistent with surrounding development, where properties comply with required setbacks.
8. The proposed development is not materially detrimental to the property adjacent to the site.	No. Approval would legitimize unpermitted construction that may impact adjacent properties and would create a negative precedent for unsafe or noncompliant 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 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.	The existing single-family residential use is consistent with the G-3 Post-War designation. However, approval of a special permit to legalize unpermitted construction is not consistent with the intent of orderly development promoted by *Plan El Paso*.
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **R-3 (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.	While the residential use is compatible, surrounding properties comply with required setback standards. The proposed setback reduction to approximately 1.6 feet is inconsistent with the established development pattern and would introduce an incompatible encroachment.
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 a historic district, Neighborhood Conservation Overlay, or any other special designation area.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	Approval would allow the continuation of an unpermitted structure that has not demonstrated compliance with building or life-safety standards and may affect adjacent properties. Approval would also establish a negative precedent by encouraging development to occur without proper approvals.
Natural Environment: Anticipated effects on the natural environment.	There are no anticipated effects on the natural environment.
Stability: Whether the area is stable or in transition.	The surrounding area is a stable residential neighborhood with consistent development patterns. Approval of a significant setback reduction tied to

	unpermitted construction would undermine neighborhood stability.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	There are no changes to social, economic, or physical conditions that would render the current zoning inappropriate; the existing zoning continues to support residential use.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: The Planning Division recommends denial of the special permit request for a side yard setback reduction and Detailed Site Development Plan due to the structure being constructed without permits, has not demonstrated compliance with applicable safety codes, and approval would be inconsistent with *Plan El Paso* and the intent of orderly development.

PUBLIC COMMENT: There are no neighborhood associations within the area. Notices were mailed to property owners within 300 feet of the subject property on January 16, 2026. As of January 22, 2026, the Planning Division has received two (2) call of inquiry but has not received any communications in support of or in opposition to the special permit request.

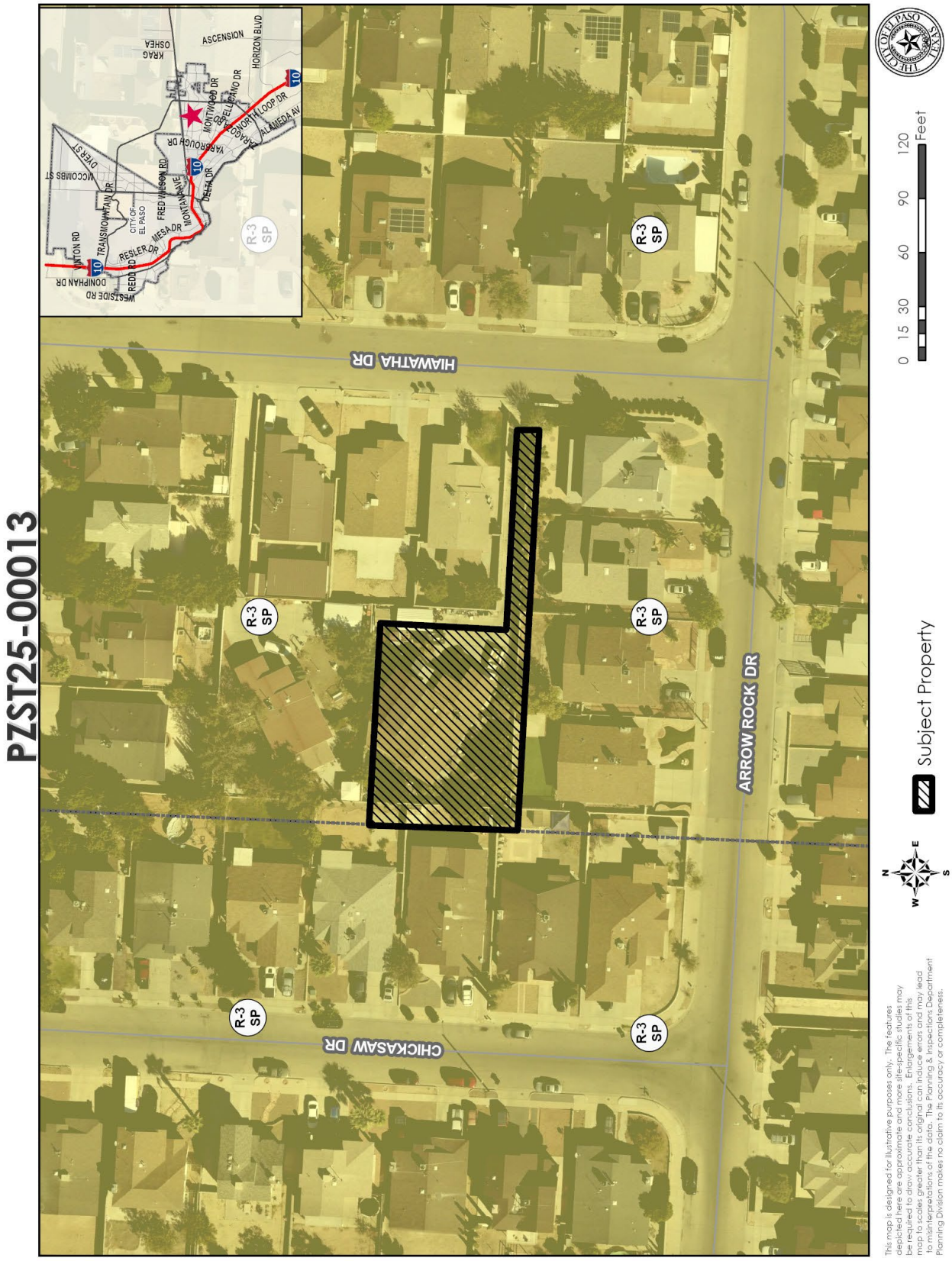
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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.
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. **(Staff Recommendation)**

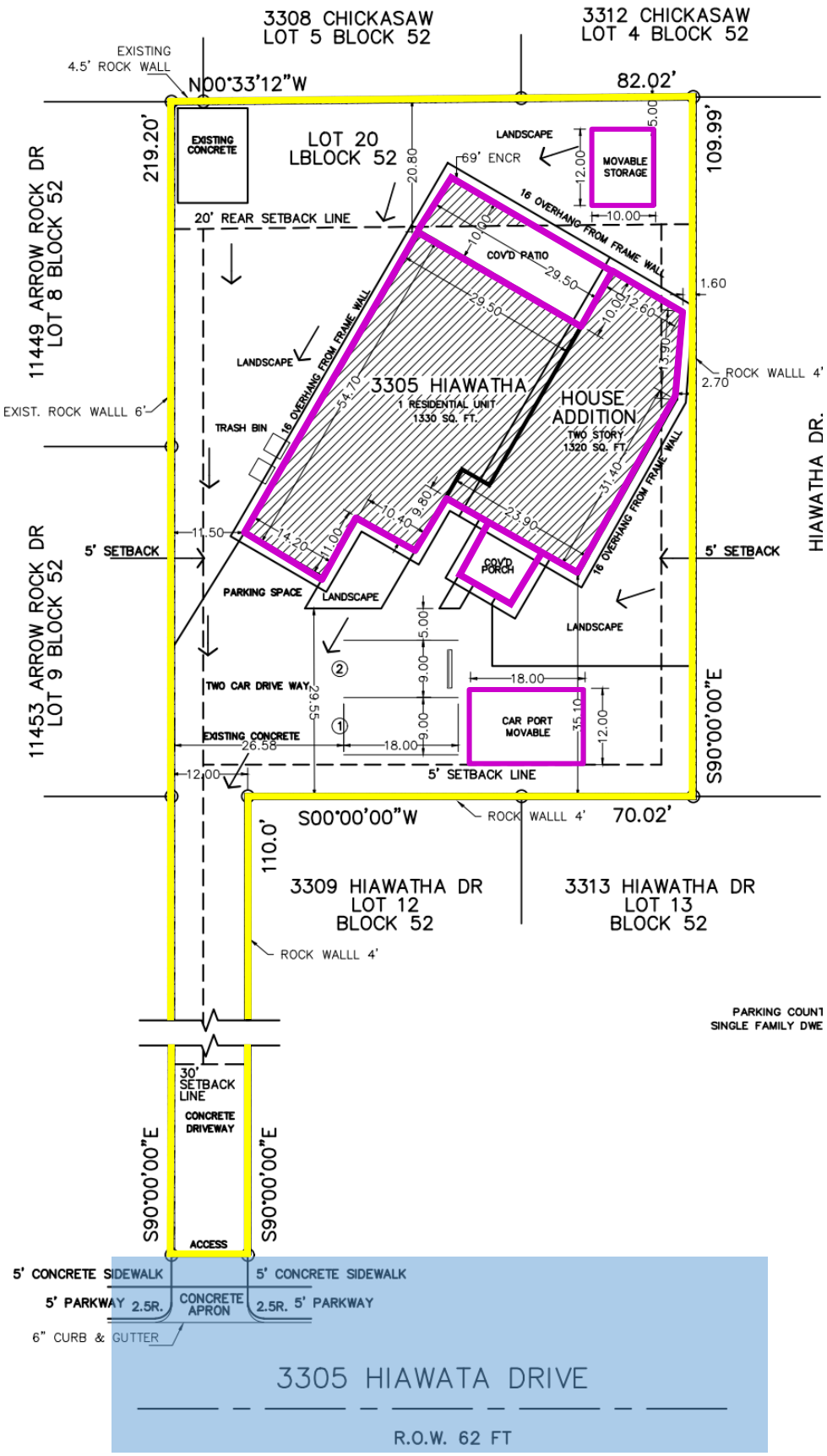
ATTACHMENTS:

1. Zoning Map
2. Detailed Site Development Plan
3. Elevations
4. Ordinance No. 13442
5. Department Comments
6. Neighborhood Notification Boundary Map

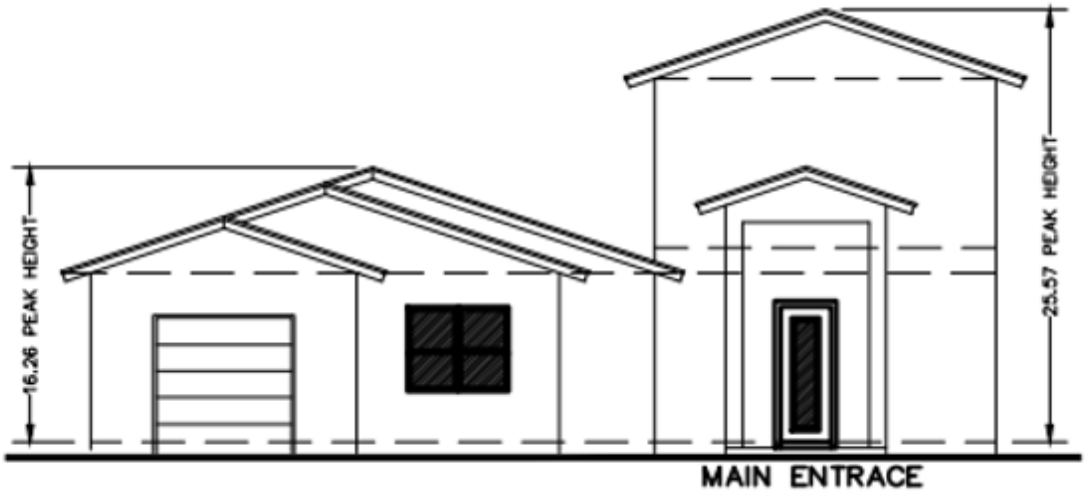
ATTACHMENT 1



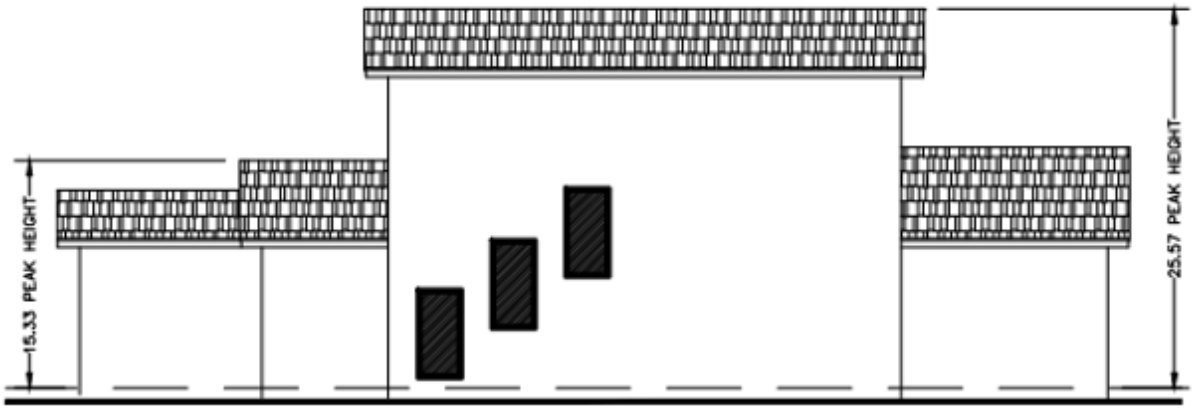
ATTACHMENT 2

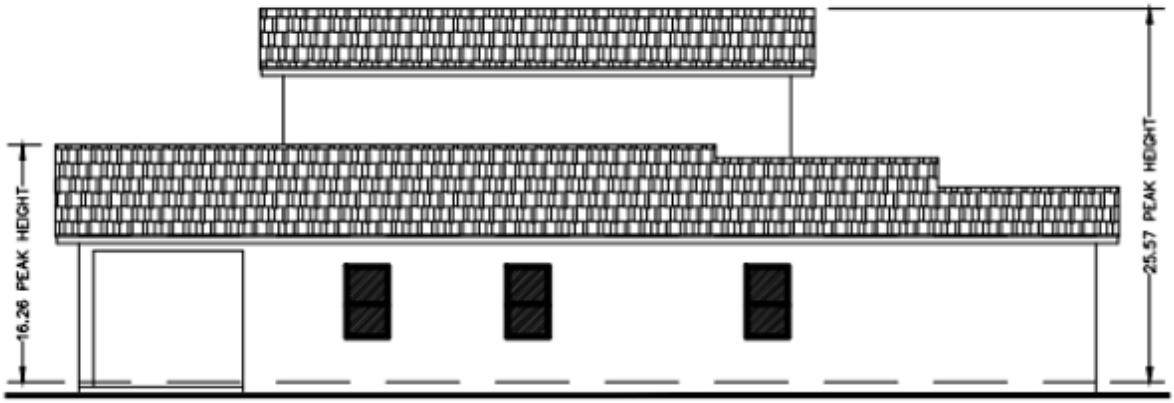


ATTACHMENT 3



FRONT ELEVATION





ATTACHMENT 4

ORDINANCE NO. 013442

ORDINANCE GRANTING SPECIAL PERMIT NO. SP 97-28, TO ALLOW FOR A PLANNED RESIDENTIAL DEVELOPMENT ON LOTS 6 & 7, BLOCK 6, HUECO VIEW ACRES (INDIAN RIDGE UNIT 11) PURSUANT TO SECTION 20.12.040A (ZONING) OF THE EL PASO MUNICIPAL CODE.

WHEREAS, **Tropicana Homes, Inc.** has applied for a Special Permit under Section 20.12.040A of the El Paso Municipal Code, to allow for a planned residential development, and;

WHEREAS, a report was made to the City Plan Commission and a public hearing was held regarding such application;

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

1. That the property described as follows is in an R-3 (Residential) District:

Lots 6 & 7, Block 6, HUECO VIEW ACRES, City and County of El Paso, Texas, as more particularly described in the attached and incorporated Exhibit "A", and municipally known as Indian Ridge Unit 11; and

2. That a planned residential development is authorized by Special Permit in R-3 (Residential) districts under Section 20.12.040A of the El Paso Municipal Code; and

3. That the requirements for a planned residential development under Section 20.12.040A have been satisfied; and

4. That the City Council hereby grants a Special Permit under Section 20.12.040A of the El Paso Municipal Code, to allow a planned residential development on the above-described property; and

5. That this Special Permit is issued subject to the development standards in the R-3 (Residential) district regulations and subject to the approved Site Development Plan, signed by

the Applicant, the Mayor and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as Exhibit "B" and incorporated herein by reference for all purposes; and

6. 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 of the City Plan Commission before building permits are issued; and

7. That if the Applicant fails to comply with any of the requirements of this Ordinance, **Special Permit No. SP 97-28** shall automatically terminate, and construction shall stop or occupancy shall be discontinued, until any such violation ceases.

PASSED AND APPROVED this 6th day of January, 1998.

THE CITY OF EL PASO

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

Scott Stanfield
Dept. of Planning, Research & Development

NANCE:pmc\#52862\ZON/PLAN\ 97-3442

ORDINANCE_____

2

11/14/97

1

AGREEMENT

TROPICANA HOMES, INC., the Applicant referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Site Development Plan and in accordance with the standards identified in the R-3 (Residential) District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 25th day of NOVEMBER, 1997

TROPICANA HOMES, INC.

By: R J Bowling III
Title: PRESIDENT

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

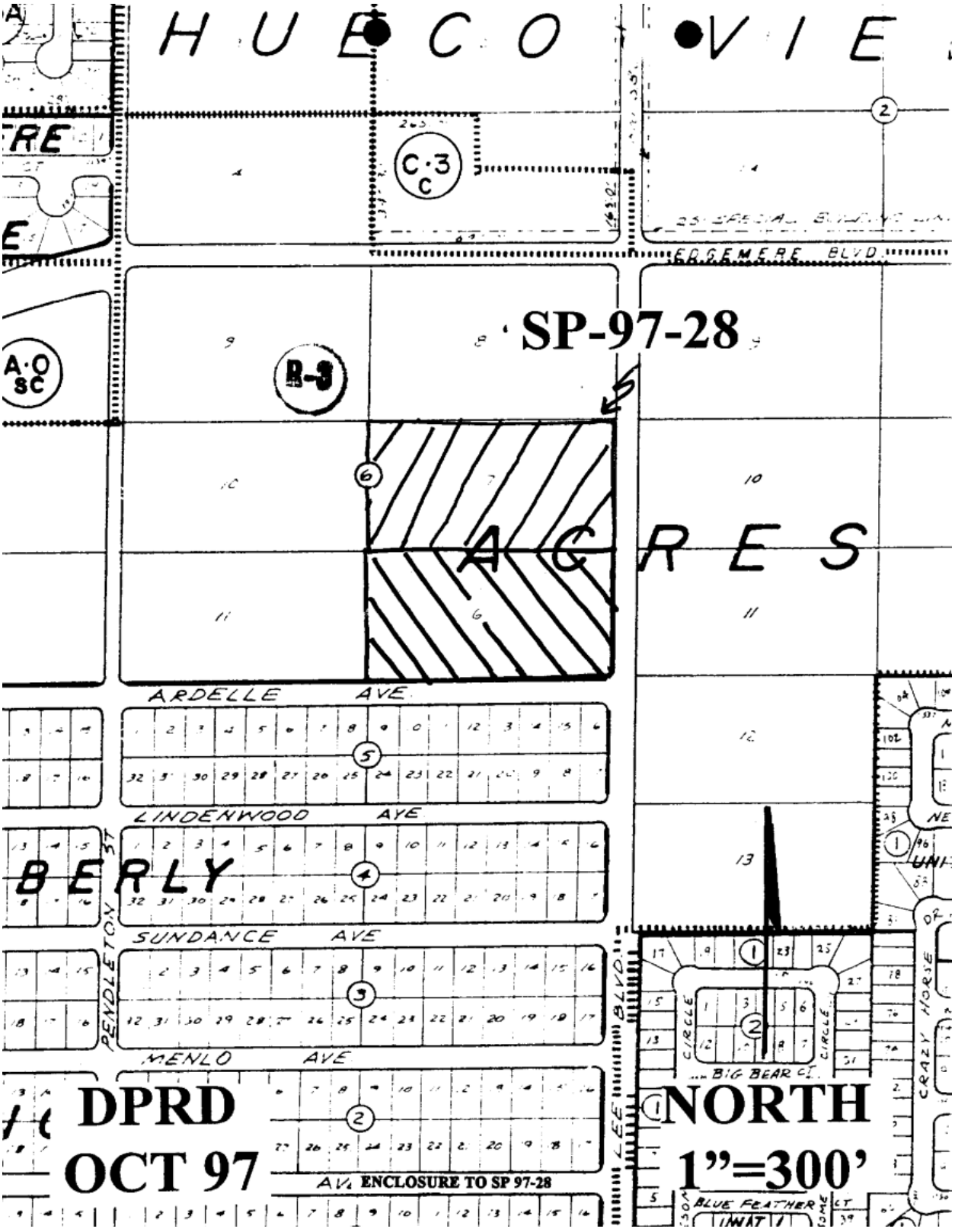
This instrument is acknowledged before me on this 25th day of Nov, 1997, by RL Bowling III as Pres., on behalf of **TROPICANA HOMES, INC.**, as Applicant.

My Commission Expires:

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

MARTHA L. MENDEZ
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. June 6, 1998

Special Permit #SP 97-28


SP-97-28
C-3 C
R-3
A-O SC
EDGEMERE BLVD
ARDELLE AVE
LINDENWOOD AVE
SUNDANCE AVE
MENLO AVE
PENDLETON
LEE BLVD
CRAZY HORSE CIRCLE
BIG BEAR CT.
BLUE FEATHER
DPRD
OCT 97
NORTH
1"=300'
AV. ENCLOSURE TO SP 97-28

ATTACHMENT 5

Planning and Inspections Department - Planning Division

Staff recommends denial of the special permit request for side yard setback reduction and detailed site development plan for the following reasons:

1. The structure was constructed without required permits and has not demonstrated compliance with applicable municipal and building code requirements, which is inconsistent with the intent of the special permit provisions of the El Paso City Code and the implementation framework of Plan El Paso.
2. Approval of the request would be inconsistent with *Plan El Paso's* goals and policies that guide private development decisions toward orderly, safe, and predictable development patterns, and would establish a negative precedent by encouraging unpermitted or unsafe lot development within a stable residential neighborhood.

Planning and Inspections Department – Plan Review & Landscaping Division

No objections to the proposed special permit. At the time of submittal for building permits, the project will need to comply with all applicable municipal and building code requirements.

Planning and Inspections Department – Land Development

No objections to proposed special permit plan.

Fire Department

No comments provided.

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 6-inch diameter water main that extends along Hiawatha Dr, this main is located approximately 16-feet west of the east right-of-way line. This main is available to provide service.
Previous water pressure reading from fire hydrant #08098, located at the intersection of Hiawatha Drive and Arrow Rock Drive, yielded a static pressure of 72 psi, a residual pressure of 68 psi, and a discharge flow of 1,113 gallons per minute.
EPWater records indicate an active ¾ -inch water meter serving the subject property. The service address for this meter is 3305 Hiawatha Drive.

Sanitary Sewer
There is an existing 8-inch diameter sanitary sewer main that extends along Hiawatha Dr, this main is located approximately 21-feet east of the west right-of-way line. This main is available to provide service.

General
Service to be provided at the entrance of panhandle lots. The Owner is to provide the locations for the water services outside of the driveways. No vehicular traffic is allowed over the water meter boxes.
EPWater-PSB requires a new service application to provide additional service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:
EPWater-SW has reviewed the proposal and has no objections.

El Paso County 911 District
No comments or concerns regarding this zoning.

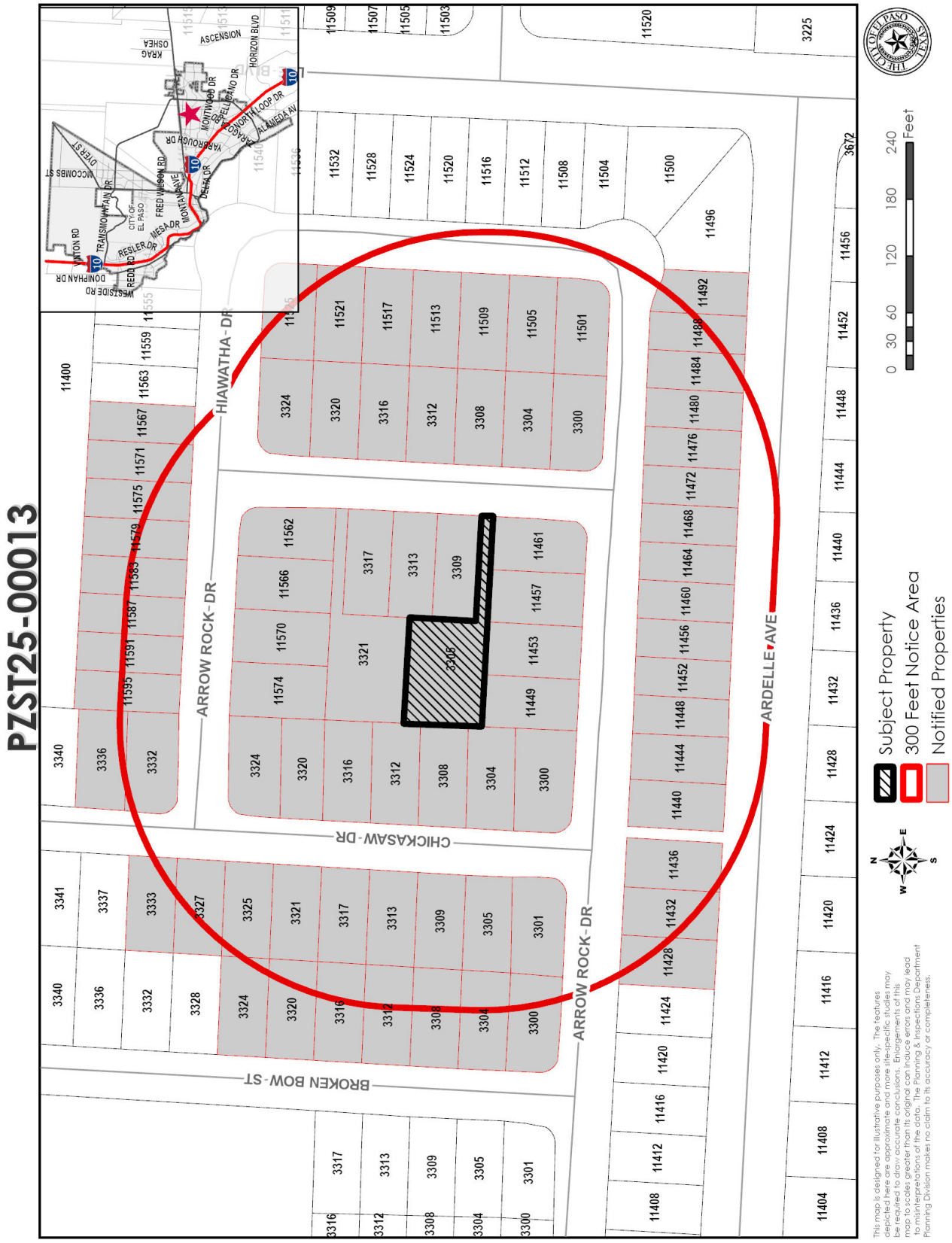
Texas Department of Transportation
No adverse comments as there appears to be no work affecting the R.O.W.

El Paso County Water Improvement District #1
No comments provided.

Texas Gas Service
Texas Gas Service has an existing service line at 3305 Hiawatha, if an additional service line/meter will be needed for the addition, Texas gas will require an easement.
Disclaimer: Texas Gas Service does not allow permanent structures nor trees to be installed on top of TGS gas mains or service lines. If a conflict is anticipated, the developer, contractors or owner representative should contact TGS to relocate the gas main and/or service at the developer's expense.

El Paso Electric
No comments for 3305 Hiawatha Dr.

ATTACHMENT 6



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: Arturo Ramirez Jr. & Marisan Eva Ramirez

Business Name: N/A

Agenda Item Type: Special Permit

Relevant Department: Planning and Inspection

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: 08/20/2025

File #: 26-0449, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 8
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, 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 all of Lots 1-16 and 21-32, and the Vacated Alley in Block 72, Cotton Addition, 210 Lee Street, City of El Paso, El Paso County, Texas from M-1 (Light Manufacturing) to C-4 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

Subject Property: 210 Lee Street
Applicant: Rescue Mission of El Paso Inc.
Case Number: PZRZ25-00020

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Planning and Inspections

AGENDA DATE: 4/14/26

PUBLIC HEARING DATE: 5/12/26

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: 8

AGENDA ITEM:

An Ordinance changing the zoning of all of Lots 1-16 and 21-32, and the Vacated Alley in Block 72, Cotton Addition, 210 Lee Street, City of El Paso, El Paso County, Texas from M-1 (Light Manufacturing) to C-4 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

Subject Property: 210 Lee Street
Applicant: Rescue Mission of El Paso Inc.
Case Number: PZRZ25-00020

ISSUE STATEMENT:

The applicant proposes to rezone the property at 210 Lee Street to allow for the use of a group residential facility. 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 recommended 4-3 to approve the proposed rezoning on February 12, 2026.

BACKGROUND:

The applicant is requesting to rezone the subject property at 210 Lee Street from M-1 (Light Manufacturing) to C-4 (Commercial) to allow for a proposed group residential facility 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.

As of March 30, 2026, the Planning Division has received one (1) letter via email, as well as three (3) in-person comments at the City Plan Commission hearing in opposition to the request. One of the persons was the president for the Familias Unidas del Chamizal Neighborhood Association citing increasing unhoused individuals and concentration of poverty in the area requesting the City's anti-displacement plan be in place prior to rezoning. 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 4-3 to approve the proposed rezoning on February 12, 2026.

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

Applicant notified appropriate neighborhood associations of the request prior to submittal of a complete application. Public notices were sent to all property owners within 300 feet of the subject property.

RELATED CITY POLICIES:

El Paso City Code Title 20 - Zoning, Plan El Paso

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

See attached.

NAME	AMOUNT ($)

ATTACHMENTS:

-Ordinance
-Staff Report
-Letter of Opposition
-Contribution Form

FOR MORE INFORMATION:

Luis Zamora, Chief Planner (915) 212-1552 ZamoraLF@elpasotexas.gov

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

SIGNATURE: Philip Etiwe

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

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF ALL OF LOTS 1-16 AND 21-32, AND THE VACATED ALLEY IN BLOCK 72, COTTON ADDITION, 210 LEE STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM M-1 (LIGHT MANUFACTURING) TO C-4 (COMMERCIAL). 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 **All of Lots 1-16 and 21-32, and the Vacated Alley in Block 72, Cotton Addition, 210 Lee Street**, 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 **M-1 (Light Manufacturing)** to **C-4 (Commercial)**, 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:

Russel T. Abeln
Russel T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
Philip F. Etiwe, Director
Planning & Inspections Department

EXHIBIT "A"

Prepared For: El Paso Water
Date: 4-11-22
Cotton Addition
El Paso County, Texas
W.O. # 032222-9

METES AND BOUNDS DESCRIPTION

Description of 2.112-acre parcel of land being all of Lots 1-16 and 21-32, and the vacated alley within Block 72, Cotton Addition, El Paso, El Paso County, Texas, being more particularly described by metes and bounds as follows to wit:

Commencing at a city monument at the intersection of the monument lines of Bassett Street (70-foot right-of-way) and Dallas Street (70-foot right-of-way), said monument lines lying 10 feet north and 10' east of the respected centerlines of Bassett Street and Dallas Street; Thence, South 33°48'01" East, along the monument line of Dallas Street, a distance of 330.00 feet to a city monument lying at the intersection of monument lines lying 10' north and 10' east at the intersection of Dallas Street and Magoffin Street (70-foot right-of-way); Thence, continuing along said monument line, South 33°48'01" East, a distance of 165.00 feet to a point; Thence, South 56°11'59" West, a distance of 45.00 feet to a MAG nail set on the southeast corner of Lot 17, Block 72, Cotton Addition, and the westerly right-of-way line of Dallas Street, said MAG nail being the Point of Beginning of this description;

Thence, South 33°48'01" East, along said right-of-way, a distance of 140.00' feet to a point on the northerly right-of-way Olive Street (70-foot right-of-way);

Thence, South 56°11'59" West, along said right-of-way, a distance of 400.00' feet to a point on the westerly right-of-way of Lee Street (70-foot right-of-way);

Thence, North 33°48'01" West, along said right-of-way, a distance of 260.00' feet to a MAG nail set on the southerly right-of-way of Magoffin Avenue, (70-foot right-of-way);

Thence, North 56°11'59" East, along said right-of-way, a distance of 300.00' feet to a MAG nail set on the common boundary line of Lots 20 & 21 Block 72, Cotton Addition.

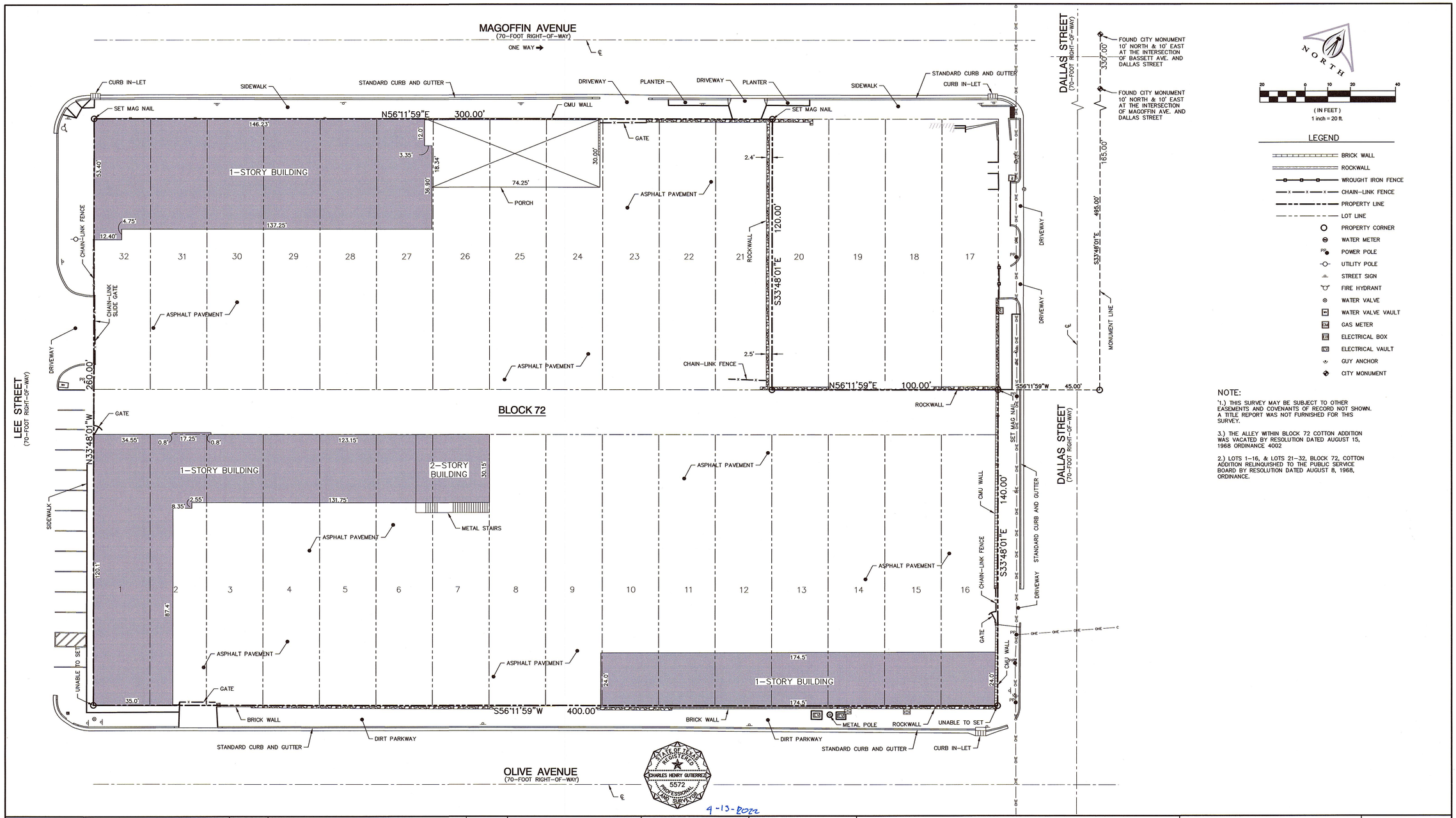
Thence, South 33°48'01" East, along said boundary line, a distance of 120.00 feet to a point nail set on the northerly line of a vacated alley dated August 15, 1968, in Ordinance 4002;

Thence North 56°11'59" East, a distance of 100.00' feet, to the Point of Beginning and containing in all 92,000 square feet or 2.112 acres of land more or less.

STATE OF TEXAS
REGISTERED
Charles Henry Gutierrez
5572
PROFESSIONAL
LAND SURVEYOR

04/13/2022

CHARLES H. GUTIERREZ R.P.L.S. 5572
H2O-Terra



LEGEND

- BRICK WALL
- ROCKWALL
- WROUGHT IRON FENCE
- CHAIN-LINK FENCE
- PROPERTY LINE
- LOT LINE
- PROPERTY CORNER
- WATER METER
- POWER POLE
- UTILITY POLE
- STREET SIGN
- FIRE HYDRANT
- WATER VALVE
- WATER VALVE VAULT
- GAS METER
- ELECTRICAL BOX
- ELECTRICAL VAULT
- GUY ANCHOR
- CITY MONUMENT

NOTE:

'1.) THIS SURVEY MAY BE SUBJECT TO OTHER EASEMENTS AND COVENANTS OF RECORD NOT SHOWN. A TITLE REPORT WAS NOT FURNISHED FOR THIS SURVEY.

3.) THE ALLEY WITHIN BLOCK 72 COTTON ADDITION WAS VACATED BY RESOLUTION DATED AUGUST 15, 1968 ORDINANCE 4002

2.) LOTS 1-16, & LOTS 21-32, BLOCK 72, COTTON ADDITION RELINQUISHED TO THE PUBLIC SERVICE BOARD BY RESOLUTION DATED AUGUST 8, 1968, ORDINANCE.

FLOOD NOTE:

NOTE: The above referenced property is within Zone "C" (Explanation: Area of Minimal Flooding) according to the Federal Emergency Management Agency Flood Insurance Rate Maps, as per Area Community Panel No. 480214 0039 B, dated October 15, 1982.

This document, whether in hard copy or machine readable format, is owned by H2O-Terra and an instrument of services in respect to the project for which it was prepared. This document is not intended or authorized for reuse by any party on extensions of such project or any other project. Any reuse, including copying and/or modifying the document, without written permission from H2O-Terra, for the specific purpose intended may be a violation of law. Unauthorized use of this material may result in civil and/or criminal penalties.

DATE	REVISIONS	BY

PRIMARY BENCHMARK

EXISTING CITY MONUMENT LOCATED AT THE CENTERLINE INTERSECTION OF NAME OF STREET AND NAME OF STREET
ELEVATION: 0000.00 (CITY DATUM)

SECONDARY BENCHMARK

SCALE

LINE IS 2 INCHES AT FULL SCALE
(IF NOT 2" - SCALE ACCORDINGLY)

HOR: 1"=20' VER: N/A
W.O. 032222-9
DATE: 4/07/22
DESIGN BY: N/A
DRAWN BY: J.P.H.
CHKD. BY: C.H.G.
APPD. BY: C.H.G.

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.

H2O-TERRA

CHARLES H. GUTIERREZ, R.P.L.S.
TEXAS LICENSE No. 5572
DATE:

BOUNDARY AND IMPROVEMENT SURVEY

210 LEE

LOTS 1-16, AND LOTS 21-32, AND THE VACATED ALLEY IN BLOCK 72, COTTON ADDITION, EL PASO, TEXAS EL PASO, COUNTY TEXAS

CONTAINING IN ALL 92,000.00 sq. ft. OR 2.112 acres OF LAND MORE OR LESS.

PREPARED FOR:
EL PASO WATER

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

DRAWING NUMBER

V1

SHEET NO.
1 OF 1

\\SERVER\Clients\El Paso Water\032222-9 TO 15 210 Dallas N. Lee\05-CADD\02- Survey Drawing\032222-9 LEE DALLAS MASTER1_RECOVER.DWG 04/13/22 9:14AM

210 Lee

City Plan Commission — February 12, 2026

REZONING

CASE NUMBER:	**PZRZ25-00020**
CASE MANAGER:	Jose Beltran, (915) 212-1607, BeltranJV@elpasotexas.gov
PROPERTY OWNER:	Rescue Mission of El Paso Inc.
REPRESENTATIVE:	Jorge Garcia
LOCATION:	210 N. Lee St. (District 8)
PROPERTY AREA:	2.11 acres
REQUEST:	Rezone from M-1 (Light Manufacturing) and M-1/sp (Light Manufacturing/special permit) to C-4 (Commercial)
RELATED APPLICATIONS:	None
PUBLIC INPUT:	Two (2) phone calls of inquiry received as of February 5, 2026

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from M-1 (Light Manufacturing) and M-1/sp (Light Manufacturing/special permit) to C-4 (Commercial) to allow for the use of a group residential facility.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the request. This recommendation is based on the proposed zoning district's compatibility with existing surrounding uses and is in keeping with the policies of the G-7, Industrial and/or Railyards, Land Use designation of *Plan El Paso, the City's adopted Comprehensive Plan*.

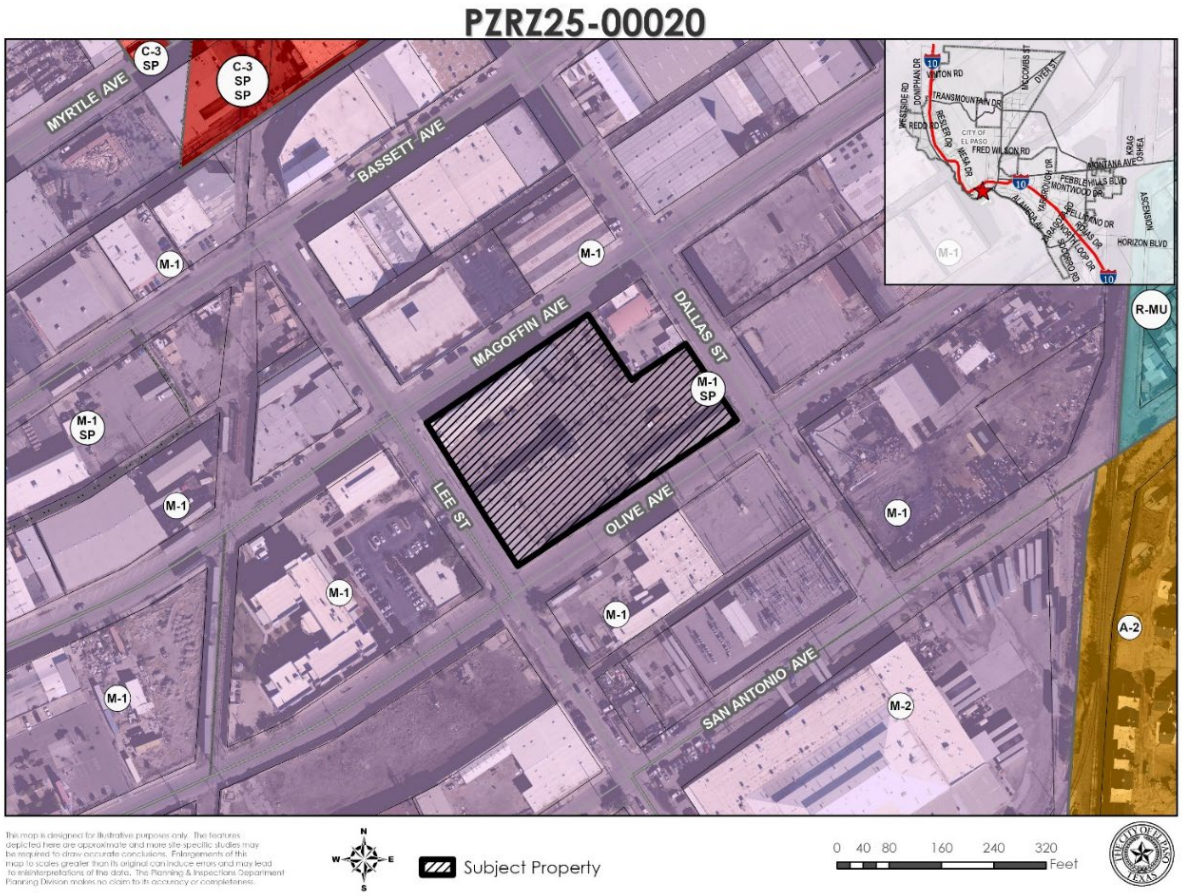


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from M-1 (Light Manufacturing) and M-1/sp (Light Manufacturing/special permit) to C-4 (Commercial) to allow for the use of a group residential facility. The subject property is 2.11 acres in size and currently vacant. The conceptual site plan shows three (3) proposed structures to be used as a group residential facility. The conceptual site plan is not being reviewed under Title 20 requirements of the El Paso City Code and is non-binding.

PREVIOUS CASE HISTORY: On June 27, 1989, the City Council granted approval a special permit to allow for a forty foot (40') high microwave receiving tower under Special Permit No. 89-15. The use of the antenna has since been abandoned on the property.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed C-4 (Commercial) zoning district is compatible with adjacent zoning districts. To the north, west and south are properties are zoned M-1 (Light Manufacturing) and consist of a homeless shelter, general warehouses, a fire station, and a contractor's yard. To the east are properties zoned M-1 (Light Manufacturing), R-MU (Residential Mixed Use) and A-2 (Apartment) consisting of general warehouses, single-family dwellings and multifamily housing. The proposed zoning district will permit higher intensity commercial uses that can serve the surrounding residential districts and maintain compatibility with surrounding light manufacturing zoning districts. The nearest park is the Chamizal Community Center located 0.55 miles away and the nearest school is Douglass Elementary School, located 0.36 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-7, Industrial and/or Railyards:** 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 development of the site. This sector also includes existing railyards which could be redeveloped as mixed-use communities if the rail yards were moved out of town.	Yes. The proposed development will integrate with existing surrounding light industrial uses. The previous light industrial use will transition to a mixed-use facility that will provide services to the surrounding area.
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **C-4 (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.	Yes. The proposed zoning district is compatible with adjacent light manufacturing and residential zone districts as it will permit additional commercial uses that can serve the surrounding area and maintain similar intensity to existing uses.
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	Yes. The subject property is located along Magoffin Avenue, Olive Avenue, Lee Street and Dallas Street, which are designated as a minor arterial, a collector, and local roads, respectively, in the City's Major

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
property on the block with an alternative zoning district, density, use and/or land use.	Thoroughfare Plan (MTP) and are suitable for 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 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. No adverse effects are anticipated.
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 surrounding 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.	None. The proposed development is within an older, stable area of the city. The neighborhood consists of light industrial uses, a homeless shelter, single-family dwellings and multifamily housing.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property has frontage along Magoffin Avenue, Olive Avenue, Lee Street, and Dallas Street, which are roadways designated as a minor arterial, a collector, and local roads, respectively, in the City's Major Thoroughfare Plan (MTP) and are suitable for the proposed development. Sidewalks are currently existing surrounding the subject property. There is currently one (1) bus stop located within walking distance (0.25 miles) of the subject property.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were provided from the reviewing departments.

PUBLIC COMMENT: The subject property lies within the boundaries of the El Paso Central Business Association, Familias Unidas de Chamizal, the Sunrise Civic Group and the Magoffin Historical Neighborhood Association which were notified of the request by the applicant. Notices were sent to property owners within 300 feet of the subject property on January 30, 2026. As of February 5, 2026, the Planning Division has received two (2) phone calls of inquiry from the public, with no communication in support or opposition to the request.

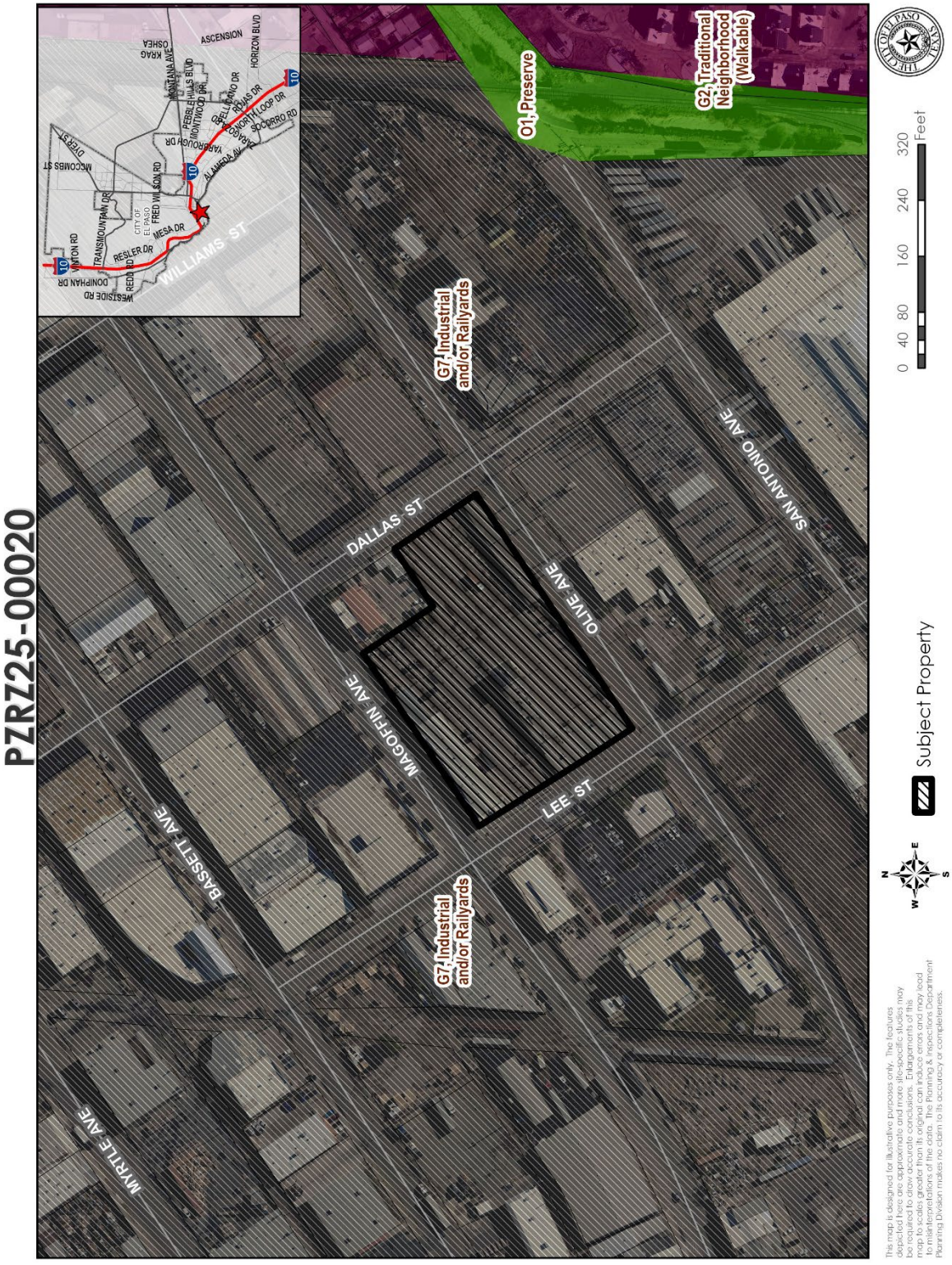
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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 Modification** 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.

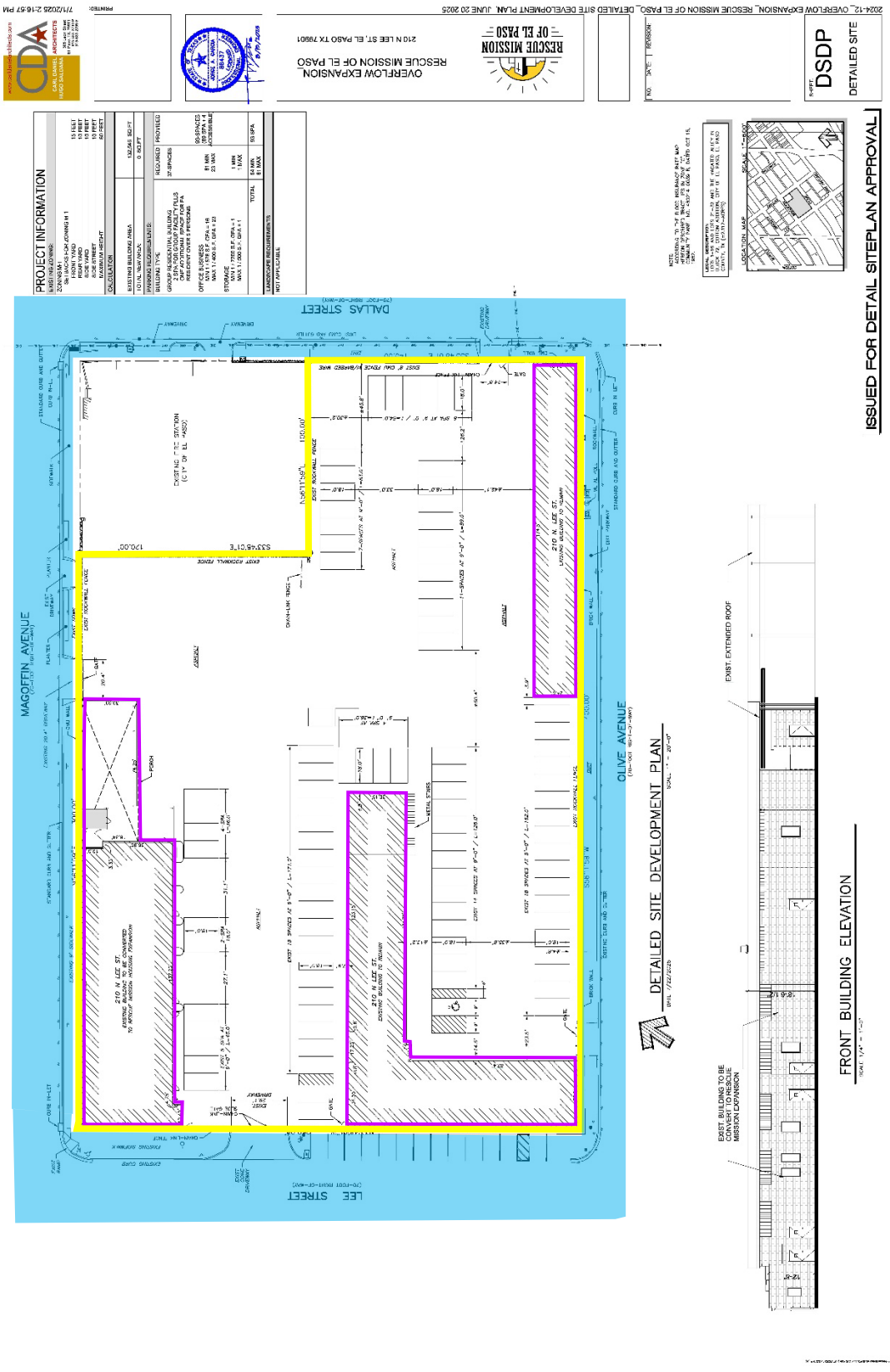
ATTACHMENTS:

1. Future Land Use Map
2. Generalized Plot Plan
3. Special Permit No. 89-15
4. Department Comments
5. Neighborhood Notification Boundary Map

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

RESOLUTION GRANTING SPECIAL PERMIT NO. 89-15, FOR A PORTION OF LOT 16, BLOCK 72, COTTON ADDITION, PURSUANT TO SECTION 20.46.040 (ZONING), OF THE EL PASO CITY CODE.

WHEREAS, PARAGON CABLE has applied for a Special Permit under Section 20.46.040.H (Zoning), of the El Paso City Code, to allow for a forty foot (40') high microwave receiving tower; and

WHEREAS, a report was made by the City Plan Commission and a public hearing was held regarding such application;

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

1. That said property is in an M-1 (Light Manufacturing) District; and

2. That microwave receiving towers are uses authorized by Special Permit in M-1 (Light Manufacturing) districts under Section 20.46.040.H of the El Paso City Code; and

3. That the City Council hereby grants a Special Permit under Section 20.46.040.H of the El Paso City Code, to allow a forty foot (40') high microwave receiving tower on the property located at 135 Dallas Street, and which is described as a portion of Lot 16, Block 72, Cotton Addition, City of El Paso, El Paso County, Texas, more particularly described in the attached Exhibit "A" which is made a part hereof for all intents and purposes; and

4. That this Special Permit is issued subject to the

1

0609

425

development standards in the M-1 (Light Manufacturing) District regulations and subject to the approved Site Development Plan, signed by the Applicant, the Mayor and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as Exhibit "B" and incorporated herein by reference for all purposes; and

5. That the Applicant is required to coordinate the final building plans with the El Paso Water Utilities' Engineering Department prior to submittal of building plans.

6. That the Applicant shall sign an Agreement incorporating the requirements of this Resolution. 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; and

7. That if the Applicant fails to comply with any of the requirements of this Resolution, Special Permit No. 89-15 shall automatically terminate, and construction shall stop or occupancy shall be discontinued, until any such violation ceases.

ADOPTED THIS 27th DAY OF June, 1989.

THE CITY OF EL PASO

Mayor

ATTEST:

City Clerk

SIGNATURES CONTINUE ON NEXT PAGE

2

4024

APPROVED AS TO FORM:

C. Cattorius
Assistant City Attorney

APPROVED AS TO CONTENT:

Department of Planning,
Research and Development

AGREEMENT

PARAGON CABLE, the Applicant referred to in the above Resolution, hereby agrees to develop the above-described property in accordance with the approved Site Development Plan and in accordance with the standards identified in the M-1 (Light Manufacturing) District regulations, and subject to all other requirements set forth in this Resolution.

EXECUTED THIS 23rd DAY OF June, 1989.

PARAGON CABLE

By: John Neal
~~Rodney Stage~~ John Neal

Title: Vice President

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 23 day of June, 1989, by ~~JOHN RODNEY STAGE~~ as Vice President, on behalf of PARAGON CABLE, as Applicant.

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

ELAINE CARRILLO

My Commission Expires:

04-08-1992

ZNG4:SP89.15
5/25/89

3

423

Being a portion of F. Neve Survey No. 8
City of El Paso, El Paso County, Texas
Prepared for: Paragon Cable
March 9, 1989

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of F. Neve Survey No. 8, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows to wit:

Commencing for reference at at Railroad Spike marking the Southwest corner of a described 1.19 acre parcel from the City of El Paso to Harvey C. Alford recorded in Book 1994, Page 102, dated October 25, 1988.

Thence along the Easterly right-of-way of Radford Street (70' wide) South 00°24'00" West a distance of 646.89 to a point; Thence North 89°38'50" East a distance of 141.48 feet to a 5/8" iron rebar and the "POINT OF BEGINNING";

Thence North 89°38'50" East a distance of 20.00 feet to a 5/8" iron rebar;

Thence South 00°21'10" East a distance of 10.00 feet to a 5/8" iron rebar;

Thence South 89°38'50" West a distance of 20.00 feet to a 5/8" iron rebar;

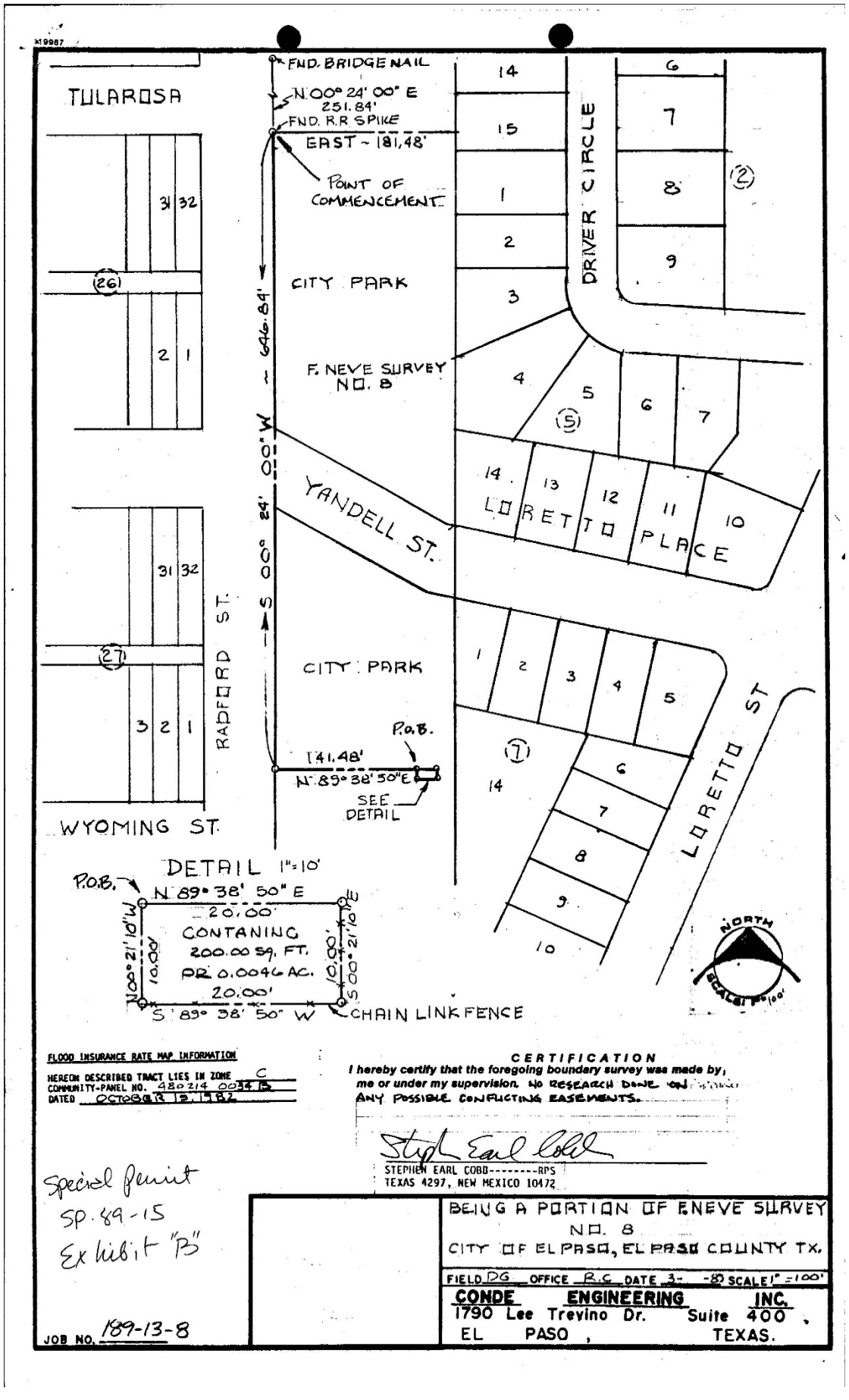
Thence North 00°21'10" West a distance of 10.00 feet to the "POINT OF BEGINNING" and containing in all 200 square feet or 0.0046 acres.

Stephen Earl Cobb

Stephen E. Cobb, R.P.S.
TX 4297; NM 10472
CONDE, INC.

189-13-8
R.C.

Special Permit SP-89-15
Exhibit "A"



FLOOD INSURANCE RATE MAP INFORMATION

HEREON DESCRIBED TRACT LIES IN ZONE C
COMMUNITY-PANEL NO. 480214 0034 B
DATED OCTOBER 2, 1982

CERTIFICATION

I hereby certify that the foregoing boundary survey was made by, me or under my supervision. No research done on any possible conflicting easements.

Stephen Earl Cobb

STEPHEN EARL COBB--------RPS
TEXAS 4297, NEW MEXICO 10472

Special Permit
SP. 89-15
Exhibit "B"

BEING A PORTION OF F.NEVE SURVEY NO. 8
CITY OF EL PASO, EL PASO COUNTY TX.

FIELD DG OFFICE R.C DATE 3- -89 SCALE 1" =100'

CONDE ENGINEERING INC.
1790 Lee Trevino Dr. Suite 400
EL PASO, TEXAS.

JOB NO. 189-13-8

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 existing surrounding uses and is in keeping with the policies of the G-7, Industrial and/or Railyards, Land Use designation of *Plan El Paso, the City's adopted Comprehensive Plan*.

Planning and Inspections Department – Plan Review & Landscaping Division

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 the proposed rezoning.

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

No objections to the application. No TIA is required.

Streets Lighting:

Street Lights Department does not object to this request.

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.

Contract Management:
No comments received.

El Paso Water
EPWater-PSB does not object to this request.

EPWater requests a 20-foot PSB easement to accommodate this sewer main.

Water
There is an existing 16-inch diameter water main that extends along Dallas St. and Olive Ave. 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 12-inch diameter water main that extends along Dallas St., located approximately 21-feet south of the north right of way line. This main is available to provide service.

There is an existing 12-inch diameter water main that extends along Lee St., located approximately 26-feet south of the north right of way line. This main is available to provide service.

Previous water pressure reading from fire hydrant #01445, located at the intersection of Magoffin Ave. and Dallas St. has yielded a static pressure of 84 psi, a residual pressure of 74 psi, and a discharge of 1,186 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 existing 1-inch water meter serving with service address of 220 N. Lee St. A ¾-inch Water meter with service address of 210 N. Lee St.

EPWater records indicate an existing ¾-inch yard meter and a 2-inch domestic meter with service address of 47 Dallas St.

Sanitary Sewer
There is an existing 8-inch diameter sanitary sewer main that extends along Dallas St. centerline. This main is available to provide service.

There is an existing 8-inch diameter sanitary sewer main that extends along Lee St located right-of-way center line. This main is available to provide service.

There is an existing 8-inch sewer man that extends within the property. This main is available to provide service. EPWater requests a 20-foot PSB easement to accommodate this sewer main.

General
During the site improvement work, the Owner/Developer shall safeguard the existing 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.

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 and sanitary sewer 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.

EPWater-PSB requires a new service application to provide additional service to the property. New service

applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:
EPWater-SW recommends using principles of low impact development (such as recessed landscaping, rainwater harvesting, and porous pavement) to reduce the amount of developed stormwater runoff.

El Paso County 911 District
The 911 District has no comments or concerns regarding this rezoning.

Texas Department of Transportation
No TXDOT comments as there appears to be no work affecting the R.O.W.

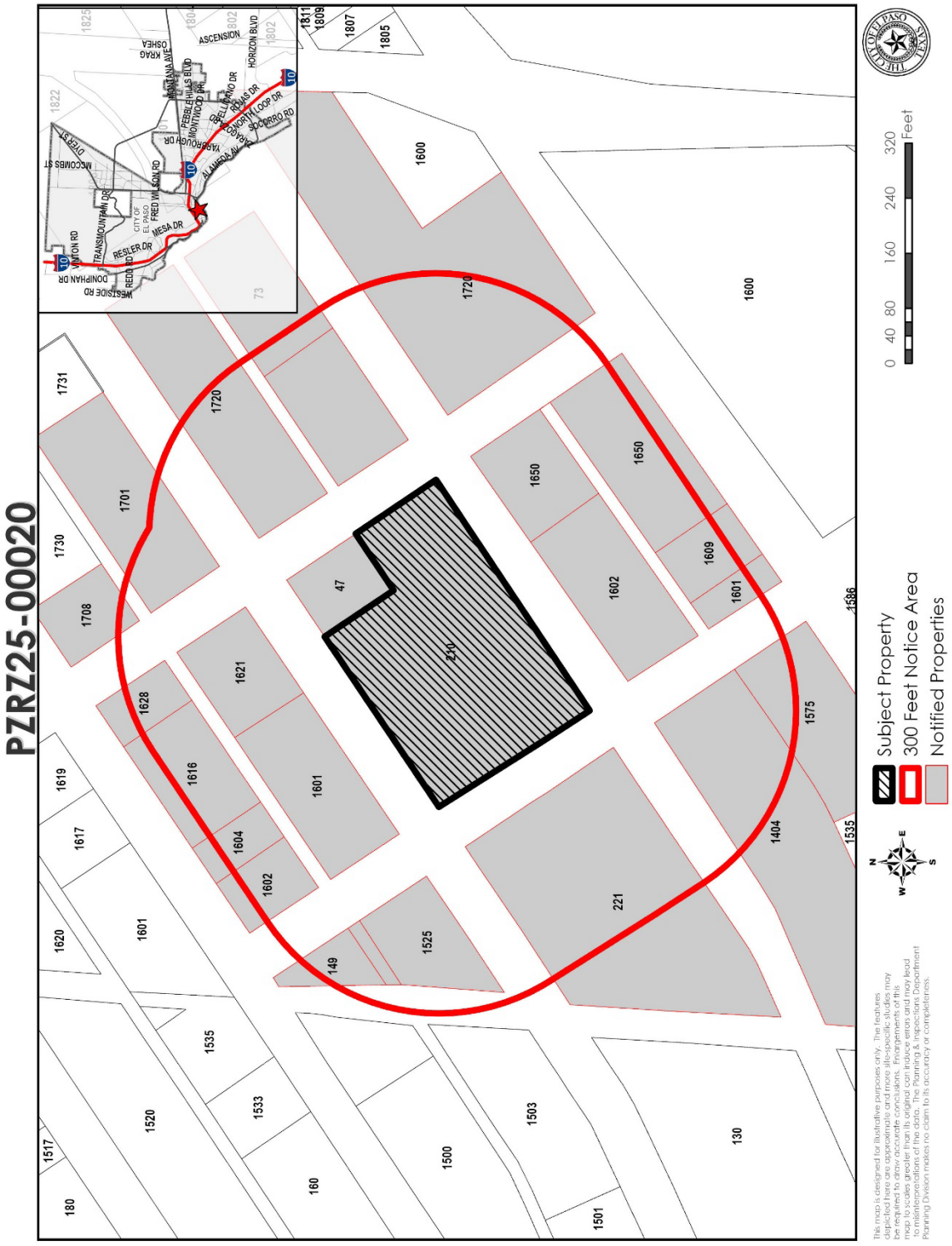
El Paso County Water Improvement District #1
No comments received.

El Paso Electric
We have no comments for 210 N. Lee St.

Texas Gas Service
In reference to case PZRZ25-00020 - 210 Lee St, Texas Gas Service has 2 active services at 209 & 210 Lee St.

Disclaimer: Texas Gas Service does not allow permanent structures nor trees to be installed on top of TGS gas mains or service lines. If a conflict is anticipated, the developer, contractors or owner representative should contact TGS to relocate the gas main and/or service at the developer's expense.

ATTACHMENT 5



VIA EMAIL: BeltranJV@elpasotexas.gov

February 11, 2026

Case No. PZRZ25-00020

Dear City of El Paso Zoning Board Adjustment Commission:

Please **VOTE NO on** ITEM #9. The Sembrando Esperanza Coalition vehemently disagrees with the Staff's Recommendation based on "the proposed zoning district's compatibility with existing surrounding uses and is in keeping with the policies of the G-7, Industrial and/or Railyards, Land Use designation of Plan El Paso, the City's adopted Comprehensive Plan."

The Sembrando Esperanza Coalition supports Familias Unidas del Chamizal Neighborhood Association's (FUDC) efforts representing residents' neighborhood concerns and their opposition to this zoning application. Sembrando Esperanza is made up of 9 neighborhood-based and resident-led organizations, most of which are in South Central El Paso. Our top priority is ensuring that residents have the first and last word regarding the issues that will most impact them. We ask that you join us in prioritizing the people who live with your zoning decisions 24 hours a day, seven days a week.

Sembrando Esperanza values FUDC long-standing commitment and initiatives in our community and often collaborate together to connect Chamizal residents to important projects, events and issues. As one of the poorest neighborhoods in the city, residents in the Chamizal face many challenges, but the long-time efforts of Familias Unidas del Chamizal have had lasting positive impacts for families in Barrio Chamizal.

Sembrando Esperanza neighborhoods face similar challenges to Barrio Chamizal, including the effects of being in close proximity to organizations that provide services for people who are experiencing homelessness and/or are in active addiction. The unfortunate reality is that such service providers cannot contain their participants' impact on residents and nearby small businesses. This is particularly significant because residents in the Chamizal and our neighborhoods, including children and elders, walk to and from their destinations, more so than in other parts of the City. What might look like a safe distance from a location is in fact the pathway for children going to and from school, for instance. In recent weeks, we have canvassed small businesses along Alameda and they have also expressed concerns about the unhoused population, some opting to keep their front doors locked due to safety concerns which has the negative effect of also deterring customers.

Please recognize that the application contains the false statement that there will be "no adverse effects" on the neighborhood. The application also minimizes the large number of people who live in the Familias Unidas del Chamizal neighborhood and the nearby Magoffin Historic District and Segundo Barrio.

Also, it is important to note that the City Council recently on Sept. 3, 2025, voted to create an anti-displacement plan for the southside/southcentral neighborhoods, thus any decisions that could affect the stability or further the vulnerability of the families in the neighborhood should be halted until an actual anti-displacement housing plan is in place. We ask that the zoning and planning department be conscious and considerate of this.

The re-envisioning of the industrial zone is only now possible because of FUDC efforts to remove the commercial trucks from the Bridge of the Americas international port-of-entry that plague the neighborhood and pose serious health risks for 7,000-9,000 residents, mainly women, children and elders who reside in the Chamizal neighborhood.

FUDC has invested their efforts in important community spaces that would not exist without residents advocating for them. It's because of FUDC organizing efforts that the recent Chamizal Community Center was constructed in 2020 on the site of an abandoned Levi's factory that women workers were displaced from after NAFTA in the late 1990s. For decades, Barrio Chamizal didn't have a library or recreation/community center. In 2012, FUDC finally secured support through a municipal quality-of-life bond to create the Chamizal Community Center, equipped with the Chamizal's first public library, and other important amenities. In addition, FUDC sought and secured an additional $1 million for the city to create children-centered green spaces and infrastructure surrounding the center. At the ribbon cutting ceremony residents were recognized for their efforts to ensure the Chamizal Community Center became a reality. FUDC also sought and secured the return of over 300 families to the Salazar Community, which is ongoing.

Please listen to residents before any decisions are made, given their continued concerns regarding the high concentration of homeless shelters and rehabilitation centers in and near southside/southcentral residential neighborhoods.

Sincerely,

/s/ Verónica Carbajal
Verónica Carbajal, Organizer
Sembrando Esperanza Coalition

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: Blake W. Barrow

Business Name: Rescue Mission of El Paso, Inc.

Agenda Item Type: Rezoning

Relevant Department: Zoning

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: 3/18/2026

File #: 26-0461, **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, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Saul A. Fontes, (915) 212-1606

AGENDA LANGUAGE:

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

An Ordinance vacating a portion of a 60 foot road out of O.A. Danielson Survey No. 310, City of El Paso, El Paso County, Texas.

Subject property: West of Zaragoza Rd. and North of Interstate 10 Hwy.
Applicant: Jorge Sanchez
Case Number: SURW25-00012

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT/ COUNCIL OFFICE: Planning and Inspections

AGENDA DATE: 4/14/2026

PUBLIC HEARING DATE: 4/28/2026

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Saul A. Fontes **PHONE NUMBER:** (915) 212-1606

DISTRICT(S) AFFECTED: 6

AGENDA ITEM:

An ordinance vacating a portion of a 60 foot road out of O.A. Danielson Survey No. 310, City of El Paso, El Paso County, Texas.

Subject property: West of Zaragoza Rd. and North of Interstate 10 Hwy.
Applicant: Jorge Sanchez, Case Number: SURW25-00012

ISSUE STATEMENT:

The applicant proposes to vacate a portion of right-of-way in order to expand the buildable area. The request is being reviewed in accordance with El Paso City Code Title 19 - Subdivision and Development Plats. City Plan Commission recommended 7-1 to approve the request on October 9, 2025.

BACKGROUND:

The applicant is requesting to vacate a portion of Holstein Road R.O.W. The proposed area to be a vacated is located West of Zaragoza Rd. and South Pellicano Dr., and is 1.4479 acres in size. City Plan Commission recommended 7-1 to approve the proposed vacation on 10/09/2025. As of 03/30/26 the Planning Division has not received any communication regarding this 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 7-1 to approve the proposed vacation request on October 9, 2025.

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

Notices of the proposed right-of-way vacation were sent on September 29, 2025 to all property owners within 200 feet of the subject property, and notice was posted in the October 2, 2025 edition of the El Paso Times.

RELATED CITY POLICIES:

El Paso City Code Title 19 - Subdivision and Development Plats.

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

See attached.

NAME	AMOUNT ($)

ATTACHMENTS:

-Ordinance
-Staff Report
-Contribution Form

FOR MORE INFORMATION:

Ismael Segovia (915) 212-1665 SegoviaIB@elpasotexas.gov

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

SIGNATURE: Kevin Smith

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

ORDINANCE NO. _____

AN ORDINANCE VACATING A PORTION OF A 60 FOOT ROAD OUT OF O.A. DANIELSON SURVEY NO. 310, CITY OF EL PASO, EL PASO COUNTY, TEXAS.

WHEREAS, the abutting property owners have requested vacation of the City right-of-way located on a parcel of land being a portion of a 60-foot County Road out of O.A. Danielson Survey No. 310, City of El Paso, El Paso County, Texas; and,

WHEREAS, after public hearing the City Plan Commission recommended that a portion of a 60-foot County Road out of O.A. Danielson Survey No. 310, City of El Paso, El Paso County, Texas, should be vacated and the City Council finds that said portion of right-of-way is not needed for public use and should be vacated as recommended;

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

That a determination has been made that it is in the best interest of the public that the City Right-of-Way located on the property described as a portion of a 60 foot County Road out of O.A. Danielson Survey No. 310, City of El Paso, El Paso County, Texas, and which is more fully described in the attached metes and bounds description, identified as Exhibit "A" and in the attached survey identified as Exhibit "B" and made a part hereof by reference is hereby vacated.

In addition, the City Manager is authorized to sign an instrument quitclaiming all of the City's right, title and interest in and to such vacated property to Jorge Sanchez.

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:

Philip Etiwe
Philip F. Etiwe, Director
Planning & Inspections Department

(Quitclaim Deed on following page)

Exhibit A

Prepared for: Jorge Garcia
July 22, 2025
(60' County Road)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land, being a 60 foot County Road out of O.A. Danielson Survey No. 310, City of El Paso, El Paso County, Texas and being more particularly described by Metes and Bounds as follows:

Commencing for reference at a found brass disk City Monument at the centerline intersection of Physicians Drive and Stone Canyon Way from which a found brass disk City Monument a the centerline intersection of Physicians Drive and Stone Point Road bears North 05°17'56" West a distance of 521.69 feet to a set 1/2" rebar with cap marked TX 5152 on the southeasterly line of Stone Ridge Unit 2, said point also being on the southerly right of way line of Holstein Lane for The **"TRUE POINT OF BEGINNING"**

Thence along the southeasterly line of Stone Ridge Unit 2, North 32°20'48" East a distance of 60.00 feet to a set 1/2" rebar with cap marked TX 5152 on the northerly right of way line of Holstein Lane;

Thence leaving said line, South 57°39'12" East a distance of 1050.59 feet to a set ½" rebar with cap marked TX 5152 on the westerly right of way line of Zaragoza Road;

Thence along said right of way line, South 32°20'48" West a distance of 60.00 feet to a set ½" rebar with cap marked TX 5152 on the southerly line of a 60 feet County Road;

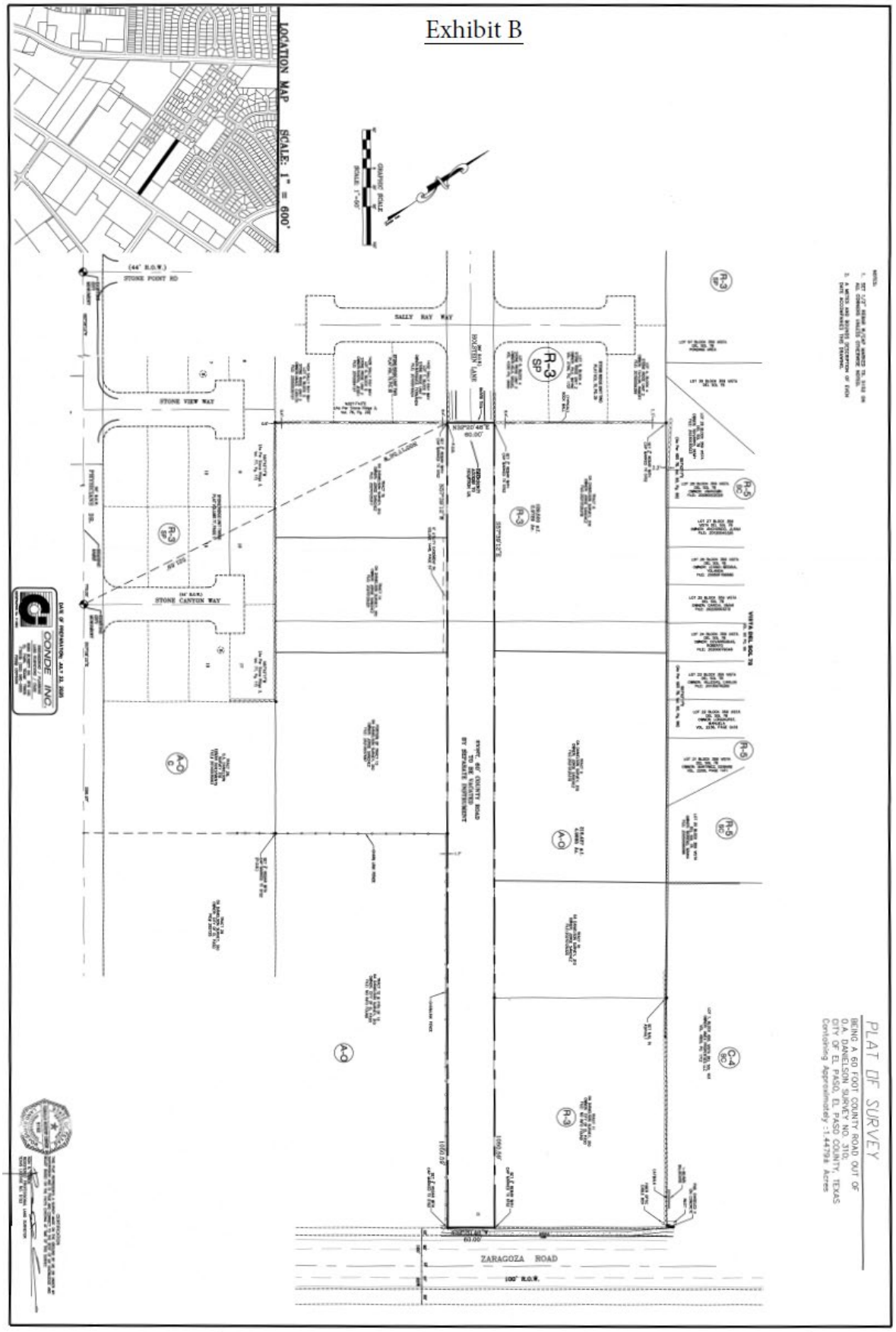
Thence along said line, North 57°39'12' West a distance of 1050.59 feet to the **TRUE POINT OF BEGINNING"** and containing 63,071 Square Feet or 1.4479 Acres of land more or less.

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

CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM# 10078100


Exhibit B
LOCATION MAP SCALE: 1" = 600'
GRAPHIC SCALE
(44' R.O.W.)
STONE POINT RD
SALLY RAY WAY
STONE VIEW WAY
STONE CANYON WAY
R-3 SP
R-3
A-O
C-4
ZARAGOZA ROAD
100' R.O.W.
PLAT OF SURVEY
BEING A 60 FOOT COUNTY ROAD OUT OF
O.A. DONIPHAN SURVEY NO. 310,
CITY OF EL PASO, EL PASO COUNTY, TEXAS
Containing Approximately 1.44794 Acres

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.

THE STATE OF TEXAS }
}
COUNTY OF EL PASO }

QUITCLAIM DEED

That in consideration of the receipt by the **CITY OF EL PASO** of ten Dollars ($10.00) and other valuable consideration, the sufficiency of which is acknowledged, **THE CITY OF EL PASO**, has released and quitclaimed and by these presents does release and quitclaim unto Jorge Sanchez (the "Grantee"), whose address is 2900 Pershing Dr, Suite C, El Paso, Texas 79903, all its rights, title interest, claim and demand in and to the property which was vacated, closed and abandoned by Ordinance No. _____, passed and approved by the City Council of the City of El Paso and described as **A PORTION OF A 60 FOOT ROAD OUT OF O.A. DANIELSON SURVEY NO. 310, CITY OF EL PASO, EL PASO COUNTY, TEXAS**, which is more fully described in the attached metes and bounds description, identified as Exhibit "A" and in the attached survey identified as Exhibit "B" and made a part hereof by reference.

WITNESS the following signatures and seal this _____day of _____, 2026.

CITY OF EL PASO

_____
Dionne Mack, City Manager

ATTEST:

_____
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russell T. Abeln
Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
Philip F. Etiwe, Director
Planning and Inspections Department

(Acknowledgement on following page)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this _____ day of _____, 2026, by **Dionne Mack**, as City Manager for the CITY OF EL PASO.

_____
Notary Public, State of Texas

Notary's Printed or Typed Name:

_____

My Commission Expires:

_____

AFTER FILING RETURN TO:
Jorge Sanchez
2900 Pershing Dr., Suite C
El Paso, Texas 79903

SUBDIVISION

Holstein R.O.W Vacation

City Plan Commission — October 9, 2025

CASE NUMBER/TYPE:	**SURW25-00012 – RIGHT-OF-WAY VACATION**
CASE MANAGER:	Saul Fontes, (915) 212-1606, FontesSA@elpasotexas.gov
PROPERTY OWNER:	City of El Paso
REPRESENTATIVE:	Conde, Inc.
LOCATION:	West of Zaragoza Rd. and North of Interstate 10 Hwy. (District 6)
PROPERTY AREA:	1.44 acres
ZONING DISTRICT(S):	A-O (Apartment/Office)
PUBLIC INPUT:	No opposition received as of 10/2/2025

SUMMARY OF RECOMMENDATION: Staff recommends **APPROVAL** of Holstein R.O.W Vacation.

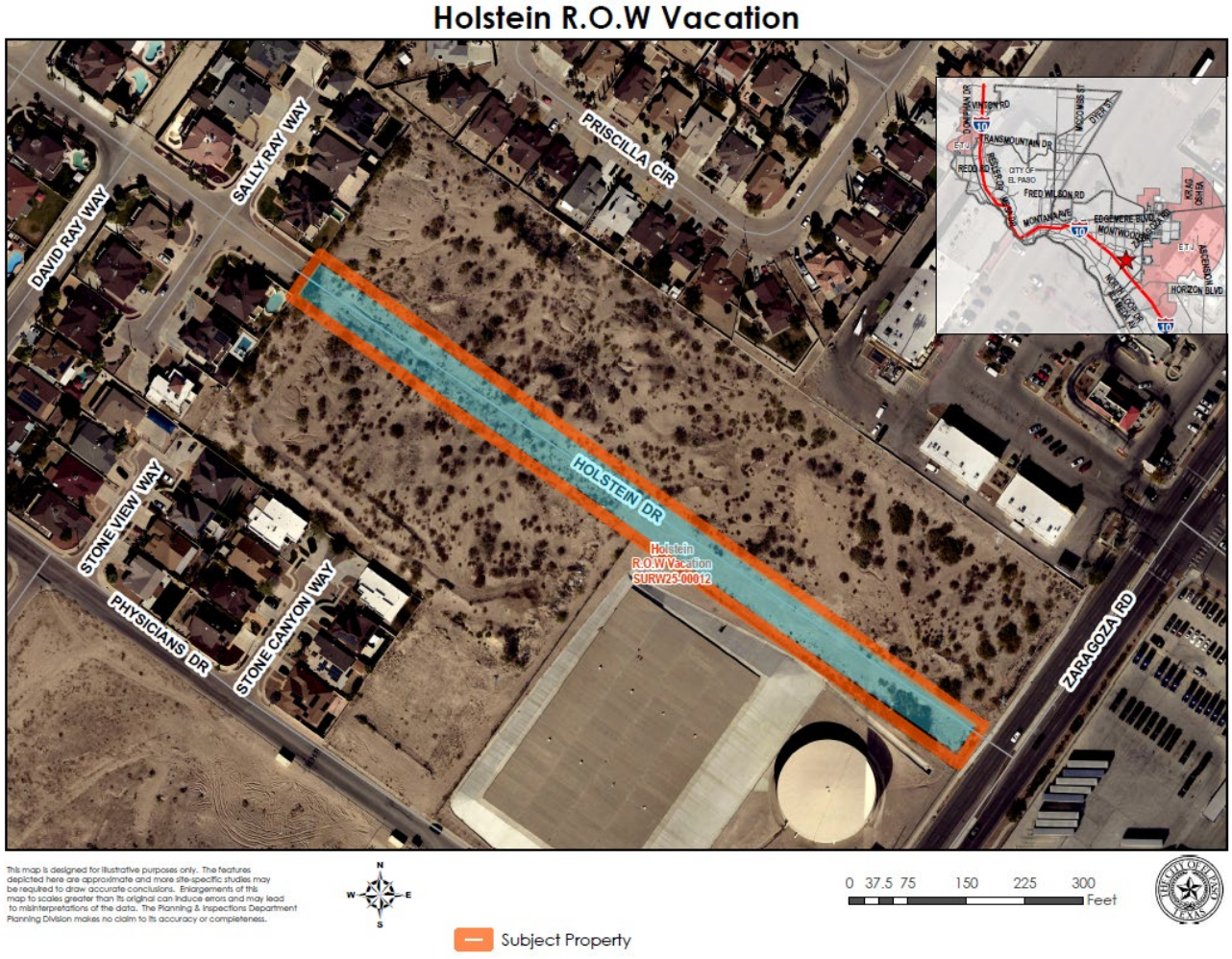


Figure A: Proposed plat with surrounding area

DESCRIPTION OF REQUEST: The applicant is proposing to vacate 1.44 acres of public right-of-way in order to continue with proposed subdivision of the parcel. The portion of R.O.W. requested to be vacated is unpaved and approximately 60' wide and 1,050' long.

CASE HISTORY/RELATED APPLICATIONS: N/A

NEIGHBORHOOD CHARACTER: Surrounding neighborhood characteristics are identified in the following table.

Surrounding Zoning and Use	
North	A-O (Apartment/Office) / Vacant land
South	A-O (Apartment/Office) / Vacant land
East	C-4 sc (Commercial/Special contract) / Commercial development
West	R-3 SP (Residential/ Special permit) / Residential development
Nearest Public Facility and Distance	
Park	Argal Park (0.80 mi.)
School	Myrtle Cooper PK-5 (0.27 mi.)
Plan El Paso Designation	
G4, (Suburban Walkable)	
Impact Fee Service Area	
N/A	

PUBLIC COMMENT: Notices of the proposed right-of-way vacation were sent on September 29, 2025 to all property owners within 200 feet of the subject property, and notice was posted in the October 2, 2025 edition of the El Paso Times. As of October 2, 2025, staff has not received any calls of inquiry regarding this request.

CITY PLAN COMMISSION OPTIONS:

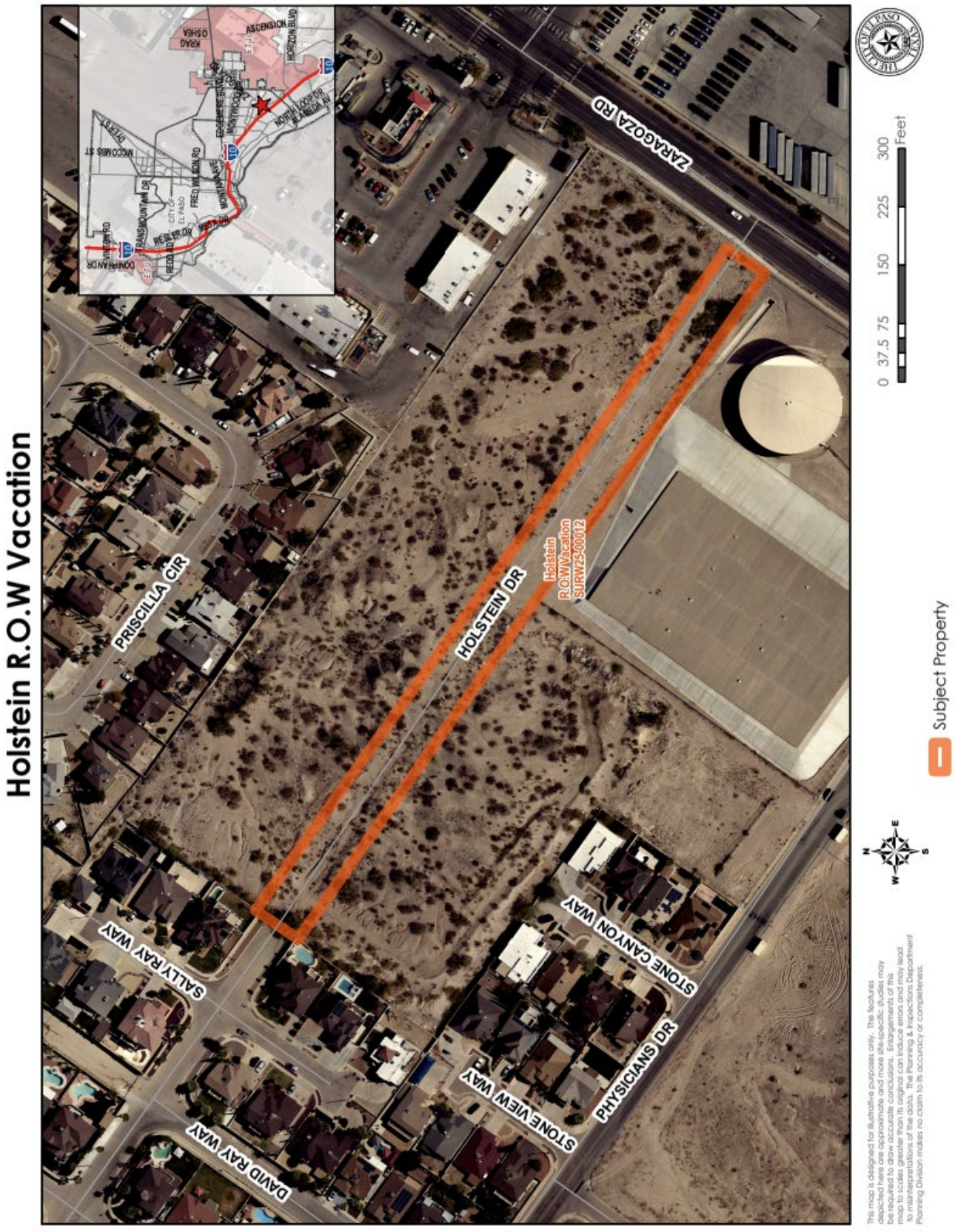
The City Plan Commission has the authority to advise City Council on right-of-way vacation requests. When a request is brought forward to the CPC for review, the Commission may take any of the following actions:

1. **Recommend Approval**: The CPC finds that the proposed vacation request is in conformance with all applicable requirements of Title 19 of the El Paso City Code. **(Staff Recommendation)**
2. **Recommend Approval with Conditions:** The CPC may recommend that City Council impose additional conditions on approval of the request that bring the request into conformance with all applicable requirements of Title 19 of the El Paso City Code.
3. **Recommend Denial:** The CPC finds that the proposed request is not in conformance with all applicable requirements of Title 19 of the El Paso City Code.

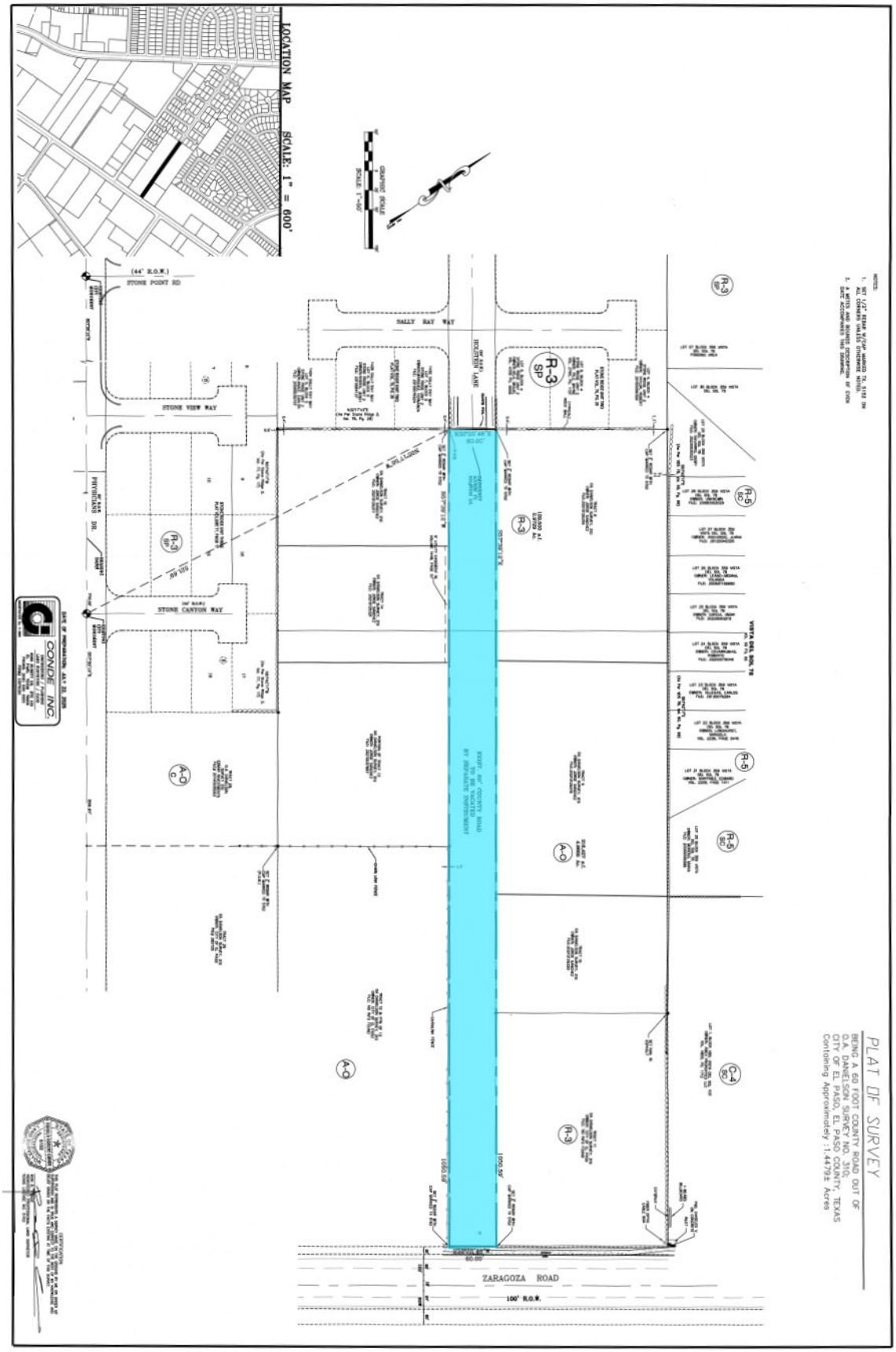
ATTACHMENTS:

1. Aerial Map
2. Survey
3. Metes and Bounds Description
4. Application
5. Department Comments

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

Prepared for: Jorge Garcia
July 22, 2025
(60' County Road)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land, being a 60 foot County Road out of O.A. Danielson Survey No. 310, City of El Paso, El Paso County, Texas and being more particularly described by Metes and Bounds as follows:

Commencing for reference at a found brass disk City Monument at the centerline intersection of Physicians Drive and Stone Canyon Way from which a found brass disk City Monument a the centerline intersection of Physicians Drive and Stone Point Road bears North 05°17'56" West a distance of 521.69 feet to a set 1/2" rebar with cap marked TX 5152 on the southeasterly line of Stone Ridge Unit 2, said point also being on the southerly right of way line of Holstein Lane for The **"TRUE POINT OF BEGINNING"**

Thence along the southeasterly line of Stone Ridge Unit 2, North 32°20'48" East a distance of 60.00 feet to a set 1/2" rebar with cap marked TX 5152 on the northerly right of way line of Holstein Lane;

Thence leaving said line, South 57°39'12" East a distance of 1050.59 feet to a set ½" rebar with cap marked TX 5152 on the westerly right of way line of Zaragoza Road;

Thence along said right of way line, South 32°20'48" West a distance of 60.00 feet to a set ½" rebar with cap marked TX 5152 on the southerly line of a 60 feet County Road;

Thence along said line, North 57°39'12' West a distance of 1050.59 feet to the **TRUE POINT OF BEGINNING"** and containing 63,071 Square Feet or 1.4479 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

CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM# 10078100

ATTACHMENT 4

VACATION PUBLIC EASEMENTS AND RIGHTS-OF-WAY APPLICATION

Date: August 6, 2025 File No.

1. APPLICANTS NAME Conde, Inc.

ADDRESS 6080 Surety Dr., Ste. 100 ZIP CODE 79905 TELEPHONE 915-592-0283

2. Request is hereby made to vacate the following: (check one)

Street [X] Alley [ ] Easement [ ] Other [ ]

Street Name(s) Holstein Lane Subdivision Name N/A

Abutting Blocks Tracts 8-15 Abutting Lots

3. Reason for vacation request: To Vacate ROW per Neighborhood Association request.

4. Surface Improvements located in subject property to be vacated:
None [X] Paving [ ] Curb & Gutter [ ] Power Lines/Poles [ ] Fences/Walls [ ] Structures [ ] Other [ ]

5. Underground Improvements located in the existing rights-of-way:
None [ ] Telephone [ ] Electric [ ] Gas [ ] Water [X] Sewer [ ] Storm Drain [ ] Other [ ]

6. Future use of the vacated right-of-way:
Yards [ ] Parking [ ] Expand Building Area [ ] Replat with abutting Land [X] Other [ ]

7. Related Applications which are pending (give name or file number):
Zoning [ ] Board of Adjustment [ ] Subdivision [X] Building Permits [ ] Other [ ]

8. Signatures: All owners of properties which abut the property to be vacated must appear below with an adequate legal description of the properties they own (use additional paper if necessary).

Signature	Legal Description	Telephone
	Being a 60 Foot County Road out	915-212-0000
	of O.A. Danielson Survey No. 310;	
	City of El Paso, El Paso County, Texas	

The undersigned Owner/Applicant/Agent understands that the processing of this Application will be handled in accordance with the procedure for Requesting Vacations and that no action on processing will be taken without payment of the non-refundable processing fee. It is further understood that acceptance of this application and fee in no way obligates the City to grant the Vacation. I/We further understand that the fee, if the Vacation is granted will be determined by the City of El Paso and a Certified or Cashier's Check must be presented before the request will be recommended for Council action.

The undersigned acknowledges that he or she is authorized to do so, and upon the City's request will provide evidence satisfactory to the City confirming these representations.

The granting of a vacation request shall not be construed to be a waiver of or an approval of any violation of any of the provisions of any applicable City ordinances.

OWNER SIGNATURE: _____ 915-203-5097
(Email) (Phone)

REPRESENTATIVE SIGNATURE: _____

REPRESENTATIVE CONTACT (PHONE): Conrad Conde (915) 592-0283 (E-MAIL): cconde@condeinc.com

NOTE: SUBMITTAL OF AN APPLICATION DOES NOT CONSTITUTE ACCEPTANCE FOR PROCESSING UNTIL THE PLANNING DEPARTMENT REVIEWS THE APPLICATION FOR ACCURACY AND COMPLETENESS.

ATTACHMENT 5

Planning and Inspections Department- Planning Division

1. Per Texas Gas comments, provide an easement at least 10' east of west property line of Holstein R.O.W. being vacated and 10' north from the south property line of Holstein R.O.W. being vacated.

Planning and Inspections Department- Land Development Division

We have reviewed subject plats and recommend **Approval.**

The Developer/Engineer shall address the following comments

1. Label location dimensions for the 20' P.S.B. R.O.W. by bearing and distance.

Parks and Recreation Department

We have reviewed **Holstein ROW Vacation** survey maps and on behalf of the Parks & Recreation Department we offer "No" objections to this proposed Street Right-of-way vacation request.

Streets and Maintenance Department

Traffic & Transportation Engineering

No objections to application

Streets Lighting:

Does not object to this request.

Zaragoza Rd. is a Texas Department of Transportation (TXDoT) right-of-way (ROW).

For the development of a subdivision a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals**. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site***. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)* and any other applicable standards or requirements of the city.

Street Lights Department requires that a project that involves a roadway is to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

Contract Management:

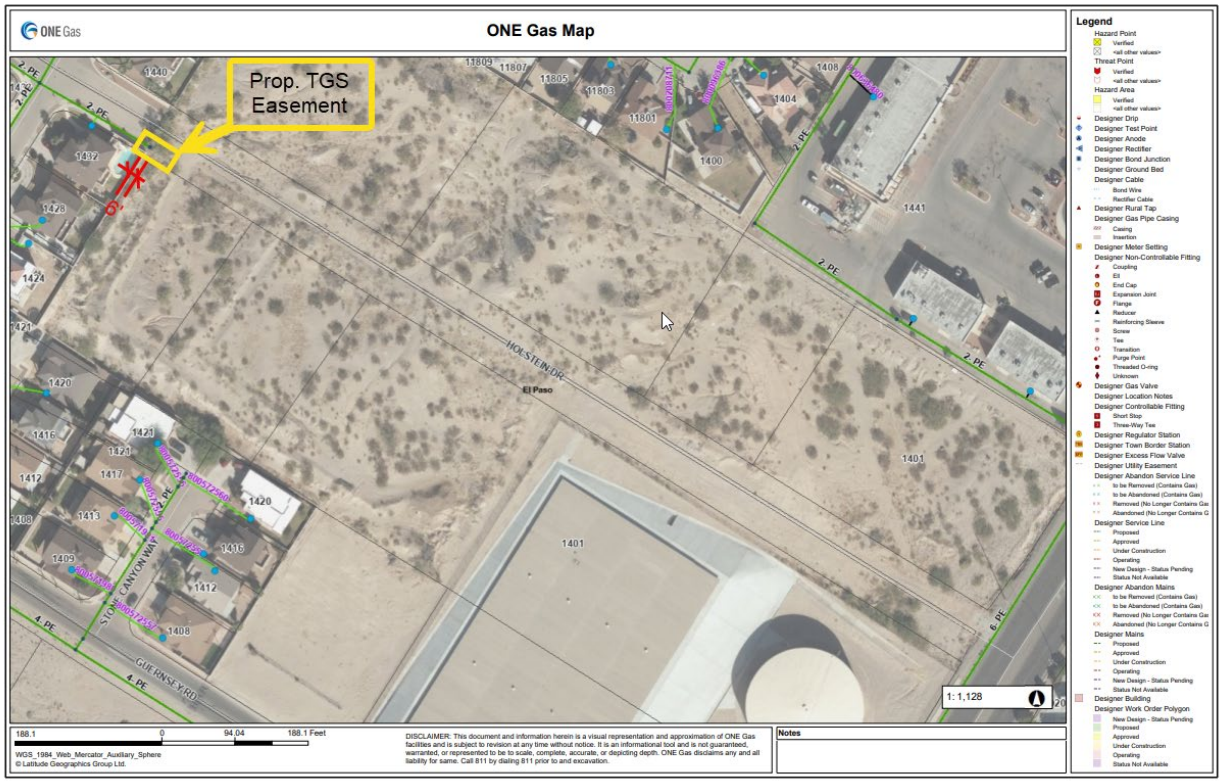
No comments.

Stormwater:

EPWater-SW has reviewed the proposed plans and has no objections.

Texas Gas

Texas Gas Service has a 2" gas main along Holstein Dr. 6' into the Holstein R.O.W. Vacation, therefore TGS will need an easement at least 10' east of west property line of Holstein R.O.W. being vacated and 10' north from the south property line of Holstein R.O.W. being vacated (See image below as reference)



El Paso Electric

no comments for Holstein Lane.

Texas Department of Transportation

TXDOT comment is to submit for review and permit approval within 1 year from starting construction.

El Paso County Water Improvement District #1

The above mentioned item is not within the boundaries of EPCWID.

AT&T

AT&T has no objections to this vacation request.

Fire Department

No comments received.

Capital Improvement Department

No comments received.

Sun Metro

No comments received.

El Paso County

No comments received

El Paso County 911 District

No comments received.

El Paso Water

No comments received.

Water
No comments received.

Sanitary Sewer
No comments received.

General
No comments received.

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: Jorge Sanchez

Business Name: DBA same

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: 3/24/26

File #: 26-0309, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

An Ordinance authorizing the conveyance of real property owned by the city of El Paso to MEP Electric Contracting Inc, for the purchase price of $22,000.00; such real property legally described as Lot 11, Block E, Santa Fe Addition, an addition to the City of El Paso, El Paso County, Texas. [POSTPONED FROM 04-01-2026]

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Real Estate

AGENDA DATE: 3/17/26

PUBLIC HEARING DATE: 4/1/26

CONTACT PERSON NAME: Mary Lou Espinoza, Real Estate **PHONE NUMBER:** (915) 212-0825

2nd CONTACT PERSON NAME: Mandy Contreras **PHONE NUMBER:** (915) 212-1874

DISTRICT(S) AFFECTED: 8

AGENDA ITEM:

An ordinance authorizing the conveyance of real property owned by the city of El Paso to MEP Electric Contracting INC., for the purchase price of $22,000.00; such real property legally described as LOT 11, BLOCK E, SANTA FE ADDITION, AN ADDITION TO THE CITY OF EL PASO, 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 MEP Electric Contracting INC. Approval will result in $22,000.00 of revenue for the City.

BACKGROUND:

The City of El Paso desires to sell the real property parcel municipally identified as 410 Charles Road (PID 16292) consisting approximately of 0.04 acres of vacant land, that is proposed to be conveyed to MEP Electric Contracting INC. 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 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 July 2025.

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

Not applicable - this is a revenue generating item.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

None - see attached Disclosure of Campaign Contributions and Donations Form.

NAME	AMOUNT ($)

ATTACHMENTS:

A) Disclosure of Campaign Contributions and Donations Form
B) Ordinance
C) Contract of Sale and exhibits

FOR MORE INFORMATION:

Mary Lou Espinoza (915) 212-0825 EspinozaM@elpasotexas.gov

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

SIGNATURE: _____

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO MEP ELECTRIC CONTRACTING INC, FOR THE PURCHASE PRICE OF $22,000.00; SUCH REAL PROPERTY LEGALLY DESCRIBED AS LOT 11, BLOCK E, SANTA FE ADDITION, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, AS FURTHER DESCRIBED IN.

WHEREAS, this property is being sold pursuant to the broker listing procedure outlined in Texas Local Government Code, Chapter 253; and

WHEREAS, Section 3.9 (C) of the El Paso City Charter requires conveyances of real property to be exercised through an ordinance;

WHEREAS, the City of El Paso wishes to effectuate the sale of this property.

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 LOT 11, BLOCK E, SANTA FE ADDITION, an Addition to the City of El Paso, El Paso County, Texas, as further described in, such property being owned by the City of El Paso, for the purchase price of $22,000.00.

Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with MEP Electric Contracting INC. (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.

(***Signatures begin on the following page***)

ADOPTED this _____ day of _____ 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Mary Lou Espinoza, Capital Assets Manager
Real Estate Division

ORDINANCE NO. _____

REVISED
3:17 pm, Mar 03, 2026

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT OF SALE
410 Charles Rd, El Paso, Texas, 79901

This Contract of Sale ("**Agreement**") is made this _____ day of _____, 2026 ("**Effective Date**") between the City of El Paso, a home-rule municipal corporation organized and existing under the laws of the State of Texas ("**Seller**") and MEP Electric Contracting INC. ("**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:

1. LOT 11, BLOCK E, SANTA FE ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, as further described in **Attachment "A"**, the "**Property**".

SECTION 2. PURCHASE PRICE AND TITLE COMPANY.

A. The Buyer will pay the Seller a total amount of $22,000.00 for the Property ("**Purchase Price**"). The Purchase Price above is to be paid by the Buyer to the Seller through the Title Company selected by the Seller ("**Title Company**") at the Closing of this Agreement.

B. The Buyer will submit a check to the Title Company in the amount of $500.00 ("**Deposit**"), within 15 calendar days of the Effective Date. The Title Company will hold the Deposit in an escrow to be applied as provided by this Agreement. If the sale of the Property is in accordance with the provisions in this Agreement, then the Title Company will apply the Deposit to the Purchase Price of the Property at Closing.

C. The Title Company will act as the escrow holder in this transaction. The Seller will deliver signed copies of this Agreement to the Title Company which will serve as instructions for the closing of this transaction.

SECTION 3. SELLER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. To the best of the Seller's knowledge the Seller warrants to the Buyer that:

1. The Seller has the full right to convey the Property, as such the Buyer's rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;

2. No leasehold rights or interests have been granted and are currently in effect involving the Property;

3. No work has been performed on the Property or any materials have been provided for work on the Property that could result in a mechanic's or materialman's lien;
4. There are no pending claims of damage to property or injury to person occurring on the Property;

5. The Seller has not received any notices of condemnation regarding the Property; and

6. There are no unpaid utility bills or unfulfilled maintenance contracts regarding the Property.

7. **Property Sold "As Is"**. THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS", "WHERE IS" TRANSACTION. BUYER ACKNOWLEDGES AND AGREES THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, THE PURCHASE OF THE PROPERTY SHALL BE ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS" BASIS, SUBJECT TO ORDINARY WEAR AND TEAR FROM THE EFFECTIVE DATE UNTIL CLOSING, AND (B) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, SELLER HAS NO OBLIGATION TO REPAIR ANY DAMAGE TO OR DEFECT IN THE PROPERTY, REPLACE ANY OF THE PROPERTY OR OTHERWISE REMEDY ANY MATTER AFFECTING THE CONDITION OF THE PROPERTY. THIS PROVISION SHALL BE DEEMED TO SURVIVE THE CLOSING.

B. OBLIGATIONS. The Seller will comply with the following obligations:

1. Within 15 business days of the Effective Date, the Seller will deliver the following documents to the Buyer, if such documents exist:

    a. Any "as-built" plans for any improvements on the Property, if any;

    b. Tax bills showing the amount of the current real property tax and the assessed value of the land; and

    c. All environmental reports of the Property and the improvements on the Property.

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 obligations:

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 to 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. The Buyer will, at the Buyer's sole expense, order a current commitment for Title Insurance for the Property within 15 days of the Effective Date of this Agreement. The Buyer will send a copy of the title commitment and any documents related to title insurance to the Seller.

3. SURVEY. The Buyer may obtain a survey at the Buyer's expense within 15 days of the Effective Date of this Agreement. If the metes and bounds description of the Property in the survey obtained by the Buyer are different from the ones described in Attachment "A", then the parties may use the survey to describe the Property in this Agreement.

4. TITLE REVIEW PERIOD. The Buyer may review the commitment for title insurance and, if obtained, the survey, within 15 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 and that the Seller will 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, the parties decide to terminate this Agreement in accordance with Section 4(C)(4), then the terminating party will send a written termination notice to the nonterminating party. The Buyer may terminate this Agreement if the Seller fails to perform the obligations under Section 4(C)(4) of 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.

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 Title Review 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 deed ("**Deed**") conveying title to the Property in a form substantially similar to the form included in this Agreement as **Attachment "B"**;

2. The environmental reports, test results and disposal documentation with regard to the demolition and removal of asbestos from the site, if any;

3. 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

4. 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. 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
Capital Assets Manager, Real Estate
P.O. Box 1890
El Paso, Texas 79950-1890
RealEstate@elpasotexas.gov

To the Buyer: MEP Electric Contracting INC
3100 Tierra Agave Dr. El Paso, TX 79938
mportillo07@live.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.

(Signatures begin on the following pages)

EXECUTED by City the ___ day of _____, 2026

SELLER:
CITY OF EL PASO, TEXAS

By:_____
Dionne Mack
City Manager

APPROVED AS TO FORM:

_____
Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Mary Lou Espinoza, Capital Assets Manager
Real Estate

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:

_____

EXECUTED by Buyer the ___ day of _____, 2026

BUYER:
MEP Electric Contracting INC

By: _____
Marin Portillo, President

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 27 day of February, 2026 by Marin Portillo, as President of the **Buyer**.

_____
Notary Public, State of Texas

My commission expires:

_____

SELENA DELGADO DIEG
Notary Public, State of Texas
Comm. Expires 01-12-2030
Notary ID 135545251

ATTACHMENT "A"
PROPERTY DESCRIPTION

LOT 11, BLOCK E, SANTA FE ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, according to the plat thereof recorded in the Real Property Records, El Paso County, Texas.

ATTACHMENT "B"

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: _____, 2026

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: **MEP Electric Contracting INC**

Grantee's Mailing Address: **3100 Tierra Agave Dr. El Paso, TX 79938**

PROPERTY (INCLUDING ANY IMPROVEMENTS):

LOT 11, BLOCK E, SANTA FE ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, 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

None

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 _____, 2026.

GRANTOR:

CITY OF EL PASO

By: _____
Dionne Mack, City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument was acknowledged before me on the ___ day of _____, 2026, 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:

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: Marin Portillo

Business Name: MEP Electric Contracting, Inc.

Agenda Item Type: Real Estate Purchase / City Owned

Relevant Department: Capital Assets 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: 2-25-26

Property Sale Agreement:
410 Charles - PID 16292

District 8 | El Paso, Texas | 79901

Mary Lou Espinoza, MBA
Capital Assets Manager
April 1, 2026

Council Action

- July 2025 - City Council vetted this surplus property and approved its listing
- In accordance with Texas Local Government Code Section 253.014, the property was marketed via a broker and listed for at least 30 days on a multi-listing service

410 Charles - PID 16292 (D8)

Cross Streets: Charles Rd / Zikio Chacon Rd

Size: 0.04 Acres

Zoning: SRR H (Special Residential

Revitalization Historic)

Listed: July 28, 2025

Buyer: MEP Electric Contracting INC

Appraised Value: $22,000 (Aug 2025)

Purchase Price: $22,000 + Closing Costs

Number of Offers: 1



Recommendation: Sell property to the Highest Offeror

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 #: 26-0310, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

An Ordinance authorizing the conveyance of real property owned by the city of El Paso to MEP Electric Contracting Inc., for the purchase price of $22,000.00; such real property legally described as Lot 10, Block E, Santa Fe Addition, an addition to the City of El Paso, El Paso County, Texas. [POSTPONED FROM 04-01-2026]

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Real Estate

AGENDA DATE: 3/17/26

PUBLIC HEARING DATE: 4/1/26

CONTACT PERSON NAME: Mary Lou Espinoza, Real Estate **PHONE NUMBER:** (915) 212-0825

2nd CONTACT PERSON NAME: Mandy Contreras **PHONE NUMBER:** (915) 212-1874

DISTRICT(S) AFFECTED: 8

AGENDA ITEM:

An ordinance authorizing the conveyance of real property owned by the city of El Paso to MEP Electric Contracting INC., for the purchase price of $22,000.00; such real property legally described as LOT 10, BLOCK E, SANTA FE ADDITION, AN ADDITION TO THE CITY OF EL PASO, 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 MEP Electric Contracting INC. Approval will result in $22,000.00 of revenue for the City.

BACKGROUND:

The City of El Paso desires to sell the real property parcel municipally identified as 412 Charles Road (PID 309772) consisting approximately of 0.04 acres of vacant land, that is proposed to be conveyed to MEP Electric Contracting INC. 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 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 July 2025.

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

Not applicable - this is a revenue generating item.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

None - see attached Disclosure of Campaign Contributions and Donations Form.

NAME	AMOUNT ($)

ATTACHMENTS:

A) Disclosure of Campaign Contributions and Donations Form
B) Ordinance
C) Contract of Sale and exhibits

FOR MORE INFORMATION:

Mary Lou Espinoza (915) 212-0825 EspinozaM@elpasotexas.gov

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

SIGNATURE: _____

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO MEP ELECTRIC CONTRACTING INC, FOR THE PURCHASE PRICE OF $22,000.00; SUCH REAL PROPERTY LEGALLY DESCRIBED AS LOT 10, BLOCK E, SANTA FE ADDITION, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS.

WHEREAS, this property is being sold pursuant to the broker listing procedure outlined in Texas Local Government Code, Chapter 253; and

WHEREAS, Section 3.9 (C) of the El Paso City Charter requires conveyances of real property to be exercised through an ordinance; and

WHEREAS, the City of El Paso wishes to effectuate the sale of this property.

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 Lot 10, Block E, SANTA FE ADDITION, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in the Real Property Records, El Paso County, Texas, such property being owned by the City of El Paso, for the purchase price of $22,000.00.

Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with MEP Electric Contracting INC, (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.

(*Signatures begin on the following page*)

ADOPTED this _____ day of _____ 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Mary Lou Espinoza, Capital Assets Manager
Real Estate Division

ORDINANCE NO. _____

REVISED
8:26 am, Mar 02, 2026

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT OF SALE
412 Charles Rd, El Paso, Texas, 79901

This Contract of Sale ("**Agreement**") is made this _____ day of _____, 2026 ("**Effective Date**") between the City of El Paso, a home-rule municipal corporation organized and existing under the laws of the State of Texas ("**Seller**") and MEP Electric Contracting INC ("**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:

1. Lot 10, Block E, SANTA FE ADDITION, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in the Real Property Records, El Paso County, Texas., as further described in **Attachment "A"**, the "**Property**".

SECTION 2. PURCHASE PRICE AND TITLE COMPANY.

A. The Buyer will pay the Seller a total amount of $22,000.00 for the Property ("**Purchase Price**"). The Purchase Price above is to be paid by the Buyer to the Seller through the Title Company selected by the Seller ("**Title Company**") at the Closing of this Agreement.

B. The Buyer will submit a check to the Title Company in the amount of $500.00 ("**Deposit**"), within 15 calendar days of the Effective Date. The Title Company will hold the Deposit in an escrow to be applied as provided by this Agreement. If the sale of the Property is in accordance with the provisions in this Agreement, then the Title Company will apply the Deposit to the Purchase Price of the Property at Closing.

C. The Title Company will act as the escrow holder in this transaction. The Seller will deliver signed copies of this Agreement to the Title Company which will serve as instructions for the closing of this transaction.

SECTION 3. SELLER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. To the best of the Seller's knowledge the Seller warrants to the Buyer that:

1. The Seller has the full right to convey the Property, as such the Buyer's rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;

2. No leasehold rights or interests have been granted and are currently in effect involving the Property;

3. No work has been performed on the Property or any materials have been provided for work on the Property that could result in a mechanic's or materialman's lien;
4. There are no pending claims of damage to property or injury to person occurring on the Property;

5. The Seller has not received any notices of condemnation regarding the Property; and

6. There are no unpaid utility bills or unfulfilled maintenance contracts regarding the Property.

7. **Property Sold "As Is"**. THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS", "WHERE IS" TRANSACTION. BUYER ACKNOWLEDGES AND AGREES THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, THE PURCHASE OF THE PROPERTY SHALL BE ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS" BASIS, SUBJECT TO ORDINARY WEAR AND TEAR FROM THE EFFECTIVE DATE UNTIL CLOSING, AND (B) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, SELLER HAS NO OBLIGATION TO REPAIR ANY DAMAGE TO OR DEFECT IN THE PROPERTY, REPLACE ANY OF THE PROPERTY OR OTHERWISE REMEDY ANY MATTER AFFECTING THE CONDITION OF THE PROPERTY. THIS PROVISION SHALL BE DEEMED TO SURVIVE THE CLOSING.

B. OBLIGATIONS. The Seller will comply with the following obligations:

1. Within 15 business days of the Effective Date, the Seller will deliver the following documents to the Buyer, if such documents exist:

    a. Any "as-built" plans for any improvements on the Property, if any;

    b. Tax bills showing the amount of the current real property tax and the assessed value of the land; and

    c. All environmental reports of the Property and the improvements on the Property.

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 obligations:

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 to 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. The Buyer will, at the Buyer's sole expense, order a current commitment for Title Insurance for the Property within 15 days of the Effective Date of this Agreement. The Buyer will send a copy of the title commitment and any documents related to title insurance to the Seller.

3. SURVEY. The Buyer may obtain a survey at the Buyer's expense within 15 days of the Effective Date of this Agreement. If the metes and bounds description of the Property in the survey obtained by the Buyer are different from the ones described in Attachment "A", then the parties may use the survey to describe the Property in this Agreement.

4. TITLE REVIEW PERIOD. The Buyer may review the commitment for title insurance and, if obtained, the survey, within 15 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 and that the Seller will 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, the parties decide to terminate this Agreement in accordance with Section 4(C)(4), then the terminating party will send a written termination notice to the nonterminating party. The Buyer may terminate this Agreement if the Seller fails to perform the obligations under Section 4(C)(4) of 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.

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 Title Review 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 deed ("**Deed**") conveying title to the Property in a form substantially similar to the form included in this Agreement as **Attachment "B"**;

2. The environmental reports, test results and disposal documentation with regard to the demolition and removal of asbestos from the site, if any;

3. 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

4. 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. 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 Capital Assets Manager, Real Estate P.O. Box 1890 El Paso, Texas 79950-1890 RealEstate@elpasotexas.gov
To the Buyer:	MEP Electric Contracting INC 3100 Tierra Agave Dr. El Paso, TX 79938 mportillo07@live.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.

(Signatures begin on the following pages)

EXECUTED by City the ___ day of _____, 2026

SELLER:
CITY OF EL PASO, TEXAS

By:_____
Dionne Mack
City Manager

APPROVED AS TO FORM:

Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

Mary Lou Espinoza, Capital Assets Manager
Real Estate

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:

_____

EXECUTED by Buyer the ___ day of _____, 2026

BUYER:
MEP Electric Contracting INC.

By: _____
Marin Portillo, President

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 27 day of February, 2026 by Marin Portillo, as President of the **Buyer**.

_____
Notary Public, State of Texas

My commission expires:

_____

SELENA DELGADO DIEGO
Notary Public, State of Texas
Comm. Expires 01-12-2030
Notary ID 135545251

ATTACHMENT "A"
PROPERTY DESCRIPTION

Lot 10, Block E, SANTA FE ADDITION, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in the Real Property Records, El Paso County, Texas.

ATTACHMENT "B"

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: _____, 2026

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: **MEP Electric Contracting INC.**

Grantee's Mailing Address: **3100 Tierra Agave Dr. El Paso, TX 79938**

PROPERTY (INCLUDING ANY IMPROVEMENTS):

Lot 10, Block E, SANTA FE ADDITION, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in the Real Property Records, El Paso County, Texas, 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

None

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 _____, 2026.

GRANTOR:

CITY OF EL PASO

By: _____
Dionne Mack, City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument was acknowledged before me on the ___ day of _____, 2026, 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:

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: Marin Portillo

Business Name: MEP Electric Contracting, Inc.

Agenda Item Type: Real Estate Purchase / City Owned

Relevant Department: Capital Assets 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: 2-25-26

Property Sale Agreement:
412 Charles - PID 309772

District 8 | El Paso, Texas | 79901

Mary Lou Espinoza, MBA
Capital Assets Manager

April 1, 2026

Council Action

- July 2025 - City Council vetted this surplus property and approved its listing
- In accordance with Texas Local Government Code Section 253.014, the property was marketed via a broker and listed for at least 30 days on a multi-listing service

412 Charles - PID 309772 (D8)

Cross Streets: Charles Rd / Zikio Chacon Rd

Size: 0.04 Acres

Zoning: SRR H (Special Residential Revitalization Historic)

Listed: July 28, 2025

Buyer: MEP Electric Contracting INC

Appraised Value: $22,000 (Aug 2025)

Purchase Price: $22,000 + Closing Costs

Number of Offers: 1



Recommendation: Sell property to the Highest Offeror

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 #: 26-0384, **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 Victor Hugo Duran Salcedo and Maricruz Moreno Sanchez, for the purchase price of $39,228.00; such real property legally described as Lots 14 and 15, Block 3, Map of Hughes Subdivision out of Block 2, Alameda Acres, an addition to the City of El Paso, El Paso County, Texas.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Real Estate

AGENDA DATE: 4/1/26

PUBLIC HEARING DATE: 4/14/26

CONTACT PERSON NAME: Mary Lou Espinoza **PHONE NUMBER:** 915-212-0825

2nd CONTACT PERSON NAME: Mandy Contreras **PHONE NUMBER:** 915-212-1874

DISTRICT(S) AFFECTED: 2

AGENDA ITEM:

An ordinance authorizing the conveyance of real property owned by the City of El Paso to Victor Hugo Duran Salcedo and Maricruz Moreno Sanchez, for the purchase price of $39,228.00; such real property legally described as LOTS 14 AND 15, BLOCK 3, MAP OF HUGHES SUBDIVISION OUT OF BLOCK 2, ALAMEDA ACRES, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS.

ISSUE STATEMENT:

City Council is asked to approved 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 Victor Hugo Duran Salcedo and Maricruz Moreno Sanchez. Approval will result in $39,228.00 of revenue for the City.

BACKGROUND:

The City of El Paso desires to sell the real property parcel municipally identified as 228 Glenwood (PID 162886) consisting approximately of 0.12 acres of vacant land, that is proposed to be conveyed to Victor Hugo Duran Salcedo and Maricruz Moreno Sanchez. The Property was reviewed by City Council in Executive Session on September 29, 2025.

The parcel was marketed through a licensed real estate broker in accordance with the Texas Local Government Code, Sections 253.014(b) and (d), which authorizes a home-rule municipality to contract with a broker for sale of municipality 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 Sections 253.014

PRIOR COUNCIL ACTION:

The property was reviewed by City Council in Executive Session on September 29, 2025.

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

Not applicable - this is a revenue generating item

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

None - see attached Disclosure of Campaign Contributions and Donations Form.

NAME	AMOUNT ($)

ATTACHMENTS:

A) Disclosure of Campaign Contributions and Donations Form
B) Ordinance
C) Contract of Sale and exhibits

FOR MORE INFORMATION:

Mary Lou Espinoza (915) 212-0825 EspinozaM@elpasotexas.gov

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

SIGNATURE:

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

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

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Definitions:

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

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

Contributor / Donor Information:

Full Name: Victor Hugo Duran Salcedo manuel Moreno Sanchez

Business Name: _____

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: 02-21-2026

Marery Marene L.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO VICTOR HUGO DURAN SALCEDO AND MARICRUZ MORENO SANCHEZ, FOR THE PURCHASE PRICE OF $39,228.00; SUCH REAL PROPERTY LEGALLY DESCRIBED AS LOTS 14 AND 15, BLOCK 3, MAP OF HUGHES SUBDIVISION OUT OF BLOCK 2, ALAMEDA ACRES, AN ADDITION TO THE CITY OF EL PASO, 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 14 and 15, Block 3, MAP OF HUGHES SUBDIVISION OUT OF BLOCK 2, ALAMEDA ACRES, an Addition to the City of El Paso, El Paso County, Texas, such property being owned by the City of El Paso, for the purchase price of $39,228.00. Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with Victor Hugo Duran Salcedo and Maricruz Moreno Sanchez, (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 6569 | Tran #632579 | Real Estate
228 Glenwood Street- Ordinance
RAB

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT OF SALE
228 N Glenwood Street

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 Victor Hugo Duran Salcedo and Maricruz Moreno Sanchez ("**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:

1. Lots 14 and 15, Block 3, MAP OF HUGHES SUBDIVISION OUT OF BLOCK 2, ALAMEDA ACRES, an Addition to the City of El Paso, El Paso County, Texas, as further described in **Attachment "A"**, the "**Property**".

SECTION 2. PURCHASE PRICE AND TITLE COMPANY.

A. The Buyer will pay the Seller a total amount of $39,228.00 for the Property ("**Purchase Price**"). The Purchase Price above is to be paid by the Buyer to the Seller through the Title Company selected by the Seller ("**Title Company**") at the Closing of this Agreement.

B. The Buyer will submit a check to the Title Company in the amount of $400.00 ("**Deposit**"), within 15 calendar days of the Effective Date. The Title Company will hold the Deposit in an escrow to be applied as provided by this Agreement. If the sale of the Property is in accordance with the provisions in this Agreement, then the Title Company will apply the Deposit to the Purchase Price of the Property at Closing.

C. The Title Company will act as the escrow holder in this transaction. The Seller will deliver signed copies of this Agreement to the Title Company which will serve as instructions for the closing of this transaction.

SECTION 3. SELLER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. To the best of the Seller's knowledge the Seller warrants to the Buyer that:

1. The Seller has the full right to convey the Property, as such the Buyer's rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;

2. No leasehold rights or interests have been granted and are currently in effect involving the Property;

3. No work has been performed on the Property or any materials have been provided for work on the Property that could result in a mechanic's or materialman's lien;
4. There are no pending claims of damage to property or injury to person occurring on the Property;

5. The Seller has not received any notices of condemnation regarding the Property; and

6. There are no unpaid utility bills or unfulfilled maintenance contracts regarding the Property.

7. Property Sold "As Is". **THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS", "WHERE IS" TRANSACTION. BUYER ACKNOWLEDGES AND AGREES THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, THE PURCHASE OF THE PROPERTY SHALL BE ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS" BASIS, SUBJECT TO ORDINARY WEAR AND TEAR FROM THE EFFECTIVE DATE UNTIL CLOSING, AND (B) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, SELLER HAS NO OBLIGATION TO REPAIR ANY DAMAGE TO OR DEFECT IN THE PROPERTY, REPLACE ANY OF THE PROPERTY OR OTHERWISE REMEDY ANY MATTER AFFECTING THE CONDITION OF THE PROPERTY. THIS PROVISION SHALL BE DEEMED TO SURVIVE THE CLOSING.**

B. OBLIGATIONS. The Seller will comply with the following obligations:

1. Within 15 business days of the Effective Date, the Seller will deliver the following documents to the Buyer, if such documents exist:

    a. Any "as-built" plans for any improvements on the Property, if any;

    b. Tax bills showing the amount of the current real property tax and the assessed value of the land; and

    c. All environmental reports of the Property and the improvements on the Property.

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 obligations:

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 to 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. The Buyer will, at the Buyer's sole expense, order a current commitment for Title Insurance for the Property within 15 days of the Effective Date of this Agreement. The Buyer will send a copy of the title commitment and any documents related to title insurance to the Seller.

3. TITLE REVIEW PERIOD. The Buyer may review the commitment for title insurance within 15 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 and that the Seller will 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, the parties decide to terminate this Agreement in accordance with Section 4(C)(4), then the terminating party will send a written termination notice to the nonterminating party. The Buyer may terminate this Agreement if the Seller fails to perform the obligations under Section 4(C)(4) of 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.

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 Title Review 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. The environmental reports, test results and disposal documentation with regard to the demolition and removal of asbestos from the site, if any;

3. 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

4. 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. 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 Capital Assets Manager, Real Estate P.O. Box 1890 El Paso, Texas 79950-1890 RealEstate@elpasotexas.gov
To the Buyer:	Victor Hugo Duran Salcedo and Maricruz Moreno Sanchez 3257 Aurora Ave, El Paso, TX 79930 maricruz.moreno07@icloud.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 _____,2026

SELLER:
CITY OF EL PASO, TEXAS

By:_____
Dionne Mack
City Manager

APPROVED AS TO FORM:

Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Mary Lou Espinoza, Capital Assets Manager
Real Estate

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:

_____

EXECUTED by Buyer the ___ day of _____, 2026

BUYER:
Victor Hugo Duran Salcedo and
Maricruz Moreno Sanchez

By: _____
Victor Hugo Duran Salcedo

By: _____
Maricruz Moreno Sanchez

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 20 day of Fedrucary, 2026 by Victor Hugo Duran Salcedo, **Buyer**.

Luis Mario Parra
Notary Public, State of Texas

My commission expires:

01-11-2027

LUIS MARIO PARRA
Notary Public, State of Texas
Comm. Expires 01-11-2027
Notary ID 134138574

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 20 day of Fedrucary, 2026 by Maricruz Moreno Sanchez, **Buyer**.

Luis Mario Parra
Notary Public, State of Texas

My commission expires:

01-11-2027

LUIS MARIO PARRA
Notary Public, State of Texas
Comm. Expires 01-11-2027
Notary ID 134138574

ATTACHMENT "A"
PROPERTY DESCRIPTION

Lots 14 and 15, Block 3, MAP OF HUGHES SUBDIVISION OUT OF BLOCK 2, ALAMEDA ACRES, an Addition to the City of El Paso, El Paso County, Texas, according to the Plat thereof recorded in Volume 13, Page 16, Real Property Records of El Paso County, Texas.

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: _____, 2026

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: Victor Hugo Duran Salcedo and Maricruz Moreno Sanchez

Grantee's Mailing Address: 3257 Aurora Ave
El Paso, TX 79930

PROPERTY (INCLUDING ANY IMPROVEMENTS):

Lots 14 and 15, Block 3, MAP OF HUGHES SUBDIVISION OUT OF BLOCK 2, ALAMEDA ACRES, an Addition to the City of El Paso, El Paso County, Texas, 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 _____, 2026.

GRANTOR:

CITY OF EL PASO

By: _____
Dionne Mack, City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument was acknowledged before me on the ___ day of _____, 2026, 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

File #: 26-0420, **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
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.

An Ordinance amending Title 12 (Vehicles and Traffic) to add Chapter 12.57 (Electronically Operated Parking Control Systems), of the El Paso City Code to perform the following: add Section 12.57.010 Definitions, Section 12.57.020 Imposition and Amount of Civil Penalty, Section 12.57.030 Enforcement and Procedures, Section 12.57.040 Administrative Adjudication Hearing, Section 12.57.050 Affirmative Defenses, Section 12.57.060 Appeal, and Section 12.57.070 Enforcement of Judgement; the penalty as provided in Section 12.57.030.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Code Enforcement Department

AGENDA DATE: 4/1/26

PUBLIC HEARING DATE: 4/14/26

CONTACT PERSON NAME: Steve Alvarado, Code Enforcemer **PHONE NUMBER:** 1-915-212-6026

2nd CONTACT PERSON NAME: Veronica Lopez, Office Manager **PHONE NUMBER:** 1-915-212-6089

DISTRICT(S) AFFECTED: All Districts

AGENDA ITEM:

A first reading of an ordinance amending Title 12 (Vehicles and Traffic) to add Chapter 12.57 (Electronically Operated Parking Control Systems).

ISSUE STATEMENT:

This ordinance amendment will streamline our citation issuing process by leveraging technology to provide us the ability to send parking citations by mail. It will further address parking violations that impact pedestrian and traffic flow issues citywide as well as assist with officer safety by minimizing their exposure to vehicular traffic when placing citations on vehicles.

BACKGROUND:

The ordinance amendment was developed using a cross-functional team which including Municipal Court, International Bridges, and Code Enforcement. The objective was to implement technology to streamline the our enforcement and citation processing efforts. This will provide additional enforcement for areas that have impacted traffic flows for motorists, bicyclists, and pedestrians. It will further improve on our service deliverables to our residents and businesses by reducing the time it takes to issue a parking ticket as well as a reduction on response times for service calls.

COUNCIL OPTIONS:

First reading, take no action. No Motion needed.

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:

Sociable City Alliance meeting March 25, 2026

RELATED CITY POLICIES:

None.

PRIOR COUNCIL ACTION:

None.

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:

No cost impact at this time.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

A. Chapter 12.57 - Electronically Operated Parking Control Systems

FOR MORE INFORMATION:

Steve Alvarado 915-212-6026 alvaradoa@elpasotexas.gov

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

SIGNATURE: Arthur S. Alvarado

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

REVISED
12:02 pm, Mar 25, 2026

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC) TO ADD CHAPTER 12.57 (ELECTRONICALLY OPERATED PARKING CONTROL SYSTEMS), OF THE EL PASO CITY CODE TO PERFORM THE FOLLOWING: ADD SECTION 12.57.010 DEFINITIONS, SECTION 12.57.020 IMPOSITION AND AMOUNT OF CIVIL PENALTY, SECTION 12.57.030 ENFORCEMENT AND PROCEDURES, SECTION 12.57.040 ADMINISTRATIVE ADJUDICATION HEARING, SECTION 12.57.050 AFFIRMATIVE DEFENSES, SECTION 12.57.060 APPEAL, AND SECTION 12.57.070 ENFORCEMENT OF JUDGEMENT; THE PENALTY AS PROVIDED IN SECTION 12.57.030.

WHEREAS, the City of El Paso has established areas designated as "no parking zones" by Section 12.04 of the El Paso City Code as well as areas we parking is prohibited; and

WHEREAS, the continuous monitor of such zones and areas by personnel is found to be impractical; and

WHEREAS, the development of new technologies allows for automated monitoring of no parking zones and areas by automated parking enforcement; and

WHEREAS, the City Council of El Paso Texas has determined that deployment of an automated parking enforcement systems would benefit the public safety and traffic control of the city; and

WHEREAS, in order to facilitate such deployment a new section of City Code is required.

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

That Title 12– Vehicles and Traffic, of the El Paso City Code be amended to add Chapter 12.57 Automated Parking Enforcement Systems, as follows:

Chapter 12.57 – ELECTRONICALLY OPERATED PARKING CONTROL SYSTEMS

Section 12.57.010 – Definitions

Section 12.57.020 – Imposition and Amount of Civil Penalty

Section 12.57.030 – Enforcement and Procedures

Section 12.57.040 – Administrative Adjudication Hearing

Section 12.57.050 – Affirmative Defenses

Section 12.57.060 – Appeal

Section 12.57.070 – Enforcement of Judgement

Section 12.57.010 - Definitions.

As used in this chapter, the following words and terms shall have the meanings as described in this section, unless the context of their usage clearly indicates another meaning:

“Electronically Operated Parking Control System" means a system that consists of a camera system and vehicle sensor capable of reading and recording vehicle license plates.

"Local authority" means a county, municipality, or other local entity authorized to enact traffic laws under the laws of this state.

"Owner of a motor vehicle" means the owner of a motor vehicle as shown on the motor vehicle registration records of the Texas Department of Transportation or the analogous department or agency of another state or country.

"Recorded image" means a photographic or digital image that depicts the front or the rear of a motor vehicle.

"System location" means no parking zone which a photographic traffic monitoring system is directed and in operation.

"Unpaid civil penalty" means a civil penalty assessed under this chapter that is not paid by the deadline established for making the payment as provided in this chapter; or if administratively adjudicated pursuant to section 12.57.040, not paid upon the finding of liability by the hearing officer; or if appealed pursuant to section 12.57.060, not paid upon the entry of an order or judgment finding liability by the municipal court.

Section 12.57.020 - Imposition and amount of civil penalty.

A. The owner of a motor vehicle is liable for a civil penalty in accordance with the City of El Paso Departmental Fee Schedule.

B. The imposition of a civil penalty under this chapter is initiated by the mailing of a notice of violation to the owner of the motor vehicle that the City of El Paso seeks to impose a civil penalty for any parking violation.

C. An owner of a motor vehicle who fails to timely pay the civil penalty assessed for violation of the instructions of a parking control device shall be subject to a late payment in accordance with the City of El Paso Departmental Fee Schedule.

Section 12.57.030 - Enforcement and Procedures.

A. The Code Enforcement Department, or any other department designated by the City Manager, shall be responsible for the enforcement and administration of this chapter. The Director of Code Enforcement shall establish and implement appropriate procedures to affect the policy of this chapter.

B. To impose a civil penalty under this chapter, notice of violation shall be mailed to the owner of the motor vehicle liable for the civil penalty not later than thirty days after the date the violation is alleged to have occurred to the owner at:

1. The owner's address as shown on the registration records of the Texas Department of Transportation; or

2. If the vehicle is registered in another state or country, the owner's address as shown on the motor vehicle registration records of the department or agency of the other state or country analogous to the Texas Department of Transportation.

C. The notice of violation shall contain the following:

1. A description of the violation alleged;

2. Location where violation occurred;

3. The date and time of the violation;

4. The name and address of the owner of the vehicle involved in the violation;

5. The registration number displayed on the license plate of the vehicle involved in the violation;

6. A copy of the recorded image of the violation limited solely to a depiction of the area of the registration number displayed on the license plate of the vehicle involved in the violation;

7. The amount of the civil penalty for which the owner is liable;

8. The number of days the person has in which to pay or contest the imposition of the civil penalty and a statement that the person incurs a late payment penalty if the civil penalty is not paid or imposition of the penalty is not contested within that period;

9. A statement that the owner of the vehicle in the notice of violation may elect to pay the civil penalty by mail sent to a specified address instead of appearing at the time and place of the administrative adjudication hearing;

10. Information that informs the owner of the vehicle named in the notice of violation;

11. Of the owner's right to contest the imposition of the civil penalty against the person in an administrative adjudication hearing;

12. That the imposition of a civil penalty may be contested by submitting a written request for an administrative adjudication hearing within thirty days after the date the notice of violation was mailed;

13. That failure to pay the civil penalty or to contest liability for the penalty within twenty-one (21) days after the date the notice of violation was mailed, or failure to appear at the requested administrative adjudication hearing to contest the imposition of the civil penalty, is an admission of liability for the full amount of the civil penalty stated in the notice of violation mailed to the person and waives the person's right of appeal the imposition of the civil penalty; and

14. A person who receives a notice of violation of this chapter may pay the civil penalty in lieu of requesting an administrative hearing as provided in Section 12.57.040.

Section 12.57.040 - Administrative adjudication hearing.

A. A person who receives a notice of violation of this chapter may contest the imposition of the civil penalty specified in the notice of violation by filing a written request for an administrative adjudication hearing within twenty-one days (21) days from the date the notice is postmarked:

1. At the hearing before the municipal associate judge, the defendant may either admit, admit with explanation, or deny the alleged infraction;

2. The issuing peace officer or other authorized parking enforcement agent shall not be required to attend the hearing;

3. It is not required that the city be represented by counsel at the hearing; provided, however, that if the defendant is represented by counsel at the hearing, the municipal associate judge shall notify the municipal court clerk shall notify the city attorney’s office of the hearing;

4. Neither a complaint nor any other charging instrument is required. The municipal associate judge shall examine the contents of the citation and the evidence related to ownership of the vehicle in question, and shall hear and review the testimony and evidence presented by the defendant. The formal rules of evidence do not apply to a hearing under this section, and the municipal associate judge shall make his decision based upon a preponderance of the evidence presented at the hearing, after giving due weight to all presumptions and prima facie evidence established by this chapter or other applicable law;

5. At the conclusion of the hearing, the municipal associate judge shall issue an order stating whether or not the person charged is liable for violation of the parking or

stopping ordinance and the amount of the fine, costs or fees assessed against him. The order shall be filed with the municipal court clerk. All such orders shall be kept in a separate index or file by the municipal court clerk using appropriate data processing techniques;

6. Failure of a person charged with the offense to appear at a hearing within the aforesaid twenty-one day period shall be considered an admission of liability for the charged offense; and

7. A municipal associate judge may impose court costs on each parking violation in which a fine, costs or fee is paid or assessed. This court cost may be enforced in the manner set forth in Section 12.57.070.

B. The request for a hearing must be filed with the entity specified on the notice of violation on or before the date specified in the notice of violation:

1. Upon receipt of a timely request, the administrative adjudication hearing shall be set within 180 days of the request being received and the person shall be notified of the date and time of the administrative adjudication hearing. The administrative adjudication hearing shall be held before an El Paso Municipal Court associate judge; and

2. Hearings shall be conducted in the manner prescribed in Section 12.85.050 of this Code.

C. The reliability of the Electronically Operated Parking Control System used to produce the recorded image of the violation may be attested to by affidavit. Said affidavit shall be admissible at the administrative adjudication hearing and in the appeal, if any.

D. At the end of the administrative adjudication hearing, the Municipal Court associate judge shall enter a finding of either liability or no liability. Said finding must be in writing, signed and dated by the hearing officer. A finding of liability for a civil penalty must specify the amount of the civil penalty for which the person is liable. The hearing officer shall also specify the amount of any late penalties and administrative adjudication costs assessed for which the person is liable. The finding shall be filed with the municipal court clerk. All such findings shall be kept in a separate index or file by the municipal court clerk.

E. A person who fails to timely pay the amount of the civil penalty or fails to timely request an administrative adjudication hearing shall be found liable of the violation.

Section 12.57.050 - Affirmative defenses.

A. It shall be an affirmative defense to liability under this article, to be proven by a preponderance of the evidence, that:

1. The operator of the motor vehicle was acting in compliance with the lawful order or direction of a police officer;
2. The motor vehicle was being operated as an authorized emergency vehicle under Chapter 546 of the Texas Transportation Code and the operator was acting in compliance with that chapter;

3. The motor vehicle was a stolen vehicle and being operated by a person other than the owner of the vehicle without the effective consent of the owner;

4. The license plate depicted in the recorded image of the violation was a stolen plate being displayed on a motor vehicle other than the motor vehicle for which the plate had been issued;

5. The vehicle was being operated by a person other than the owner of the vehicle; and

6. The person who received the notice of violation was not the owner of the motor vehicle at the time of the violation.

Section 12.57.060 - Appeal.

A. The owner of a motor vehicle determined by a Municipal Court associate judge to be liable for a civil penalty may appeal that determination of liability to the El Paso Municipal Courts by filing a petition of appeal with the Municipal Court Clerk as prescribed in section 12.85.060 of this Code.

Section 12.57.070 - Enforcement of judgement.

A. The imposition of a civil penalty under this chapter is not a conviction and may not be considered a conviction for any purpose.

B. Enforcement of a final judgment shall be by the same methods as Section 12.85.070 of this code.

C. The city attorney is authorized to file suit to enforce collection of a civil penalty assessed under this chapter

ADOPTED this _____ day of _____, 2026.

(Signatures to continue on next page)

(Signature Page)

CITY OF EL PASO:

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Robert Aguinaga Jr
Robert Aguinaga
Assistant City Attorney

APPROVED AS TO CONTENT:

Arthur S. Alvarado
Arthur S. Alvarado
Code Enforcement Director

File #: 26-0394, **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
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 H (Forty-Five Miles Per Hour), to Delete Item: 14. McCombs Street from Dyer Street to Dalhart Drive, and to add Item: 40. McCombs Street from Dyer Street to a point 3.70 miles North of Dyer Street; and an Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV - Speed Limits), Subsection J (Fifty-Five Miles Per Hour), to delete Item: 5. McCombs Street from Dalhart Drive to its terminus at FM 3255, and to add Item: 10. McCombs Street from a point 3.70 miles North of Dyer Street to Stan Roberts Sr. Road. The penalty as provided in 12.84.010 of the El Paso City Code.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Streets & Maintenance

AGENDA DATE: 4/1/26

PUBLIC HEARING DATE: 4/14/26

CONTACT PERSON NAME: Randy Garcia **PHONE NUMBER:** 915-212-7005

2nd CONTACT PERSON NAME: Joshua Lerma **PHONE NUMBER:** 915-212-7049

DISTRICT(S) AFFECTED: 4

AGENDA ITEM:

An Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV – Speed Limits), Subsection H (Forty-five Miles Per Hour), to Delete Item: 14. McCombs Street from Dyer Street to Dalhart Drive; and an Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV – Speed Limits), Subsection J (Fifty-five Miles Per Hour), to Delete Item: 5. McCombs Street from Dalhart Drive to its terminus at FM 3255; and an Ordinance Amending Title 12 (Vehicles and Traffic), Chapter

ISSUE STATEMENT:

The new speed zone improvements on McCombs Street will extend the existing 45 M.P.H corridor north of U.S. 54 into the newly developed residential areas, ending at the Painted Dunes Golf Course.

BACKGROUND:

During winter 2025, Streets and Maintenance received a request from the Texas Department of Transportation (TxDOT) for speed zone improvements along McCombs Street (FM 2529). The speed zone improvements extend the existing 45 M.P.H corridor north of U.S. 54 into the newly developed residential areas. The speed zone improvements were based on a speed zone and strip map study.

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 & El Paso Streets and Maintenance

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

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:

N/A

FOR MORE INFORMATION:

Randy Garcia 915-212-7005 GarciaRX5@elpasotexas.gov

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

SIGNATURE: _____

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.150 (SCHEDULES XIV – SPEED LIMITS), SUBSECTION H (FORTY-FIVE MILES PER HOUR) TO DELETE ITEM: 14. MCCOMBS STREET FROM DYER STREET TO DALHART DRIVE, AND TO ADD ITEM: 40. MCCOMBS STREET FROM DYER STREET TO A POINT 3.70 MILES NORTH OF DYER STREET; AND AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.150 (SCHEDULES XIV – SPEED LIMITS), SUBSECTION J (FIFTY-FIVE MILES PER HOUR), TO DELETE ITEM: 5. MCCOMBS STREET FROM DALHART DRIVE TO ITS TERMINUS AT FM 3255, AND TO ADD ITEM: 10. MCCOMBS STREET FROM A POINT 3.70 MILES NORTH OF DYER STREET TO STAN ROBERTS SR. ROAD. THE PENALTY AS PROVIDED IN 12.84.010 OF THE EL PASO CITY CODE.

WHEREAS, Streets and Maintenance received a request from the Texas Department of Transportation (TxDOT) for speed zone improvements along McCombs Street (FM 2529) from Dyer Street to a point 3.70 miles north of Dyer Street based on the Speed Zone Strip Map Study; and

WHEREAS, this ordinance amendment to the speed limits on McCombs Street (FM 2529) will extend the existing 45 MPH zone to include newly developed residential areas.

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 H (Forty-five Miles Per Hour) is hereby amended to read:

H. Forty-five miles per hour:
1. – 13.
15. – 39.
40. McCombs Street from Dyer Street to a point 3.70 miles north of Dyer Street,

SECTION 2. An Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV – Speed Limits), Subsection J (Fifty-five Miles Per Hour) is hereby amended to read:

J. Fifty-five miles per hour:
1. – 4.
6. – 9.
10. McCombs Street from a point 3.70 miles north of Dyer Street to Stan Roberts Sr. Road,

SECTION 5. Except as herein amended, Title 12 of the El Paso City Code shall remain in full force and effect.

(Signature on the following page)

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

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

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CITY OF EL PASO

Speed Zone Improvement

McCombs Street (FM 2529)

– Ordinance Amending Title 12.88.150

Streets and Maintenance Department
Joshua E. Lerma, Planner

Introduction to Council : April 1 2026

Public Hearing: April 14 2026

Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), 12.88.150 (Schedules XIV – Speed Limits)

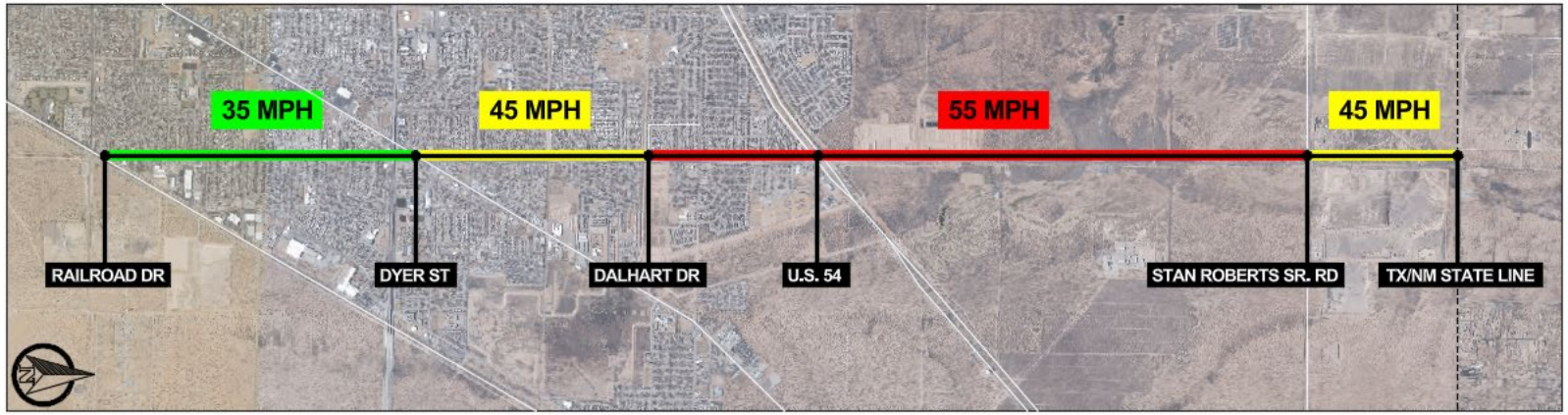
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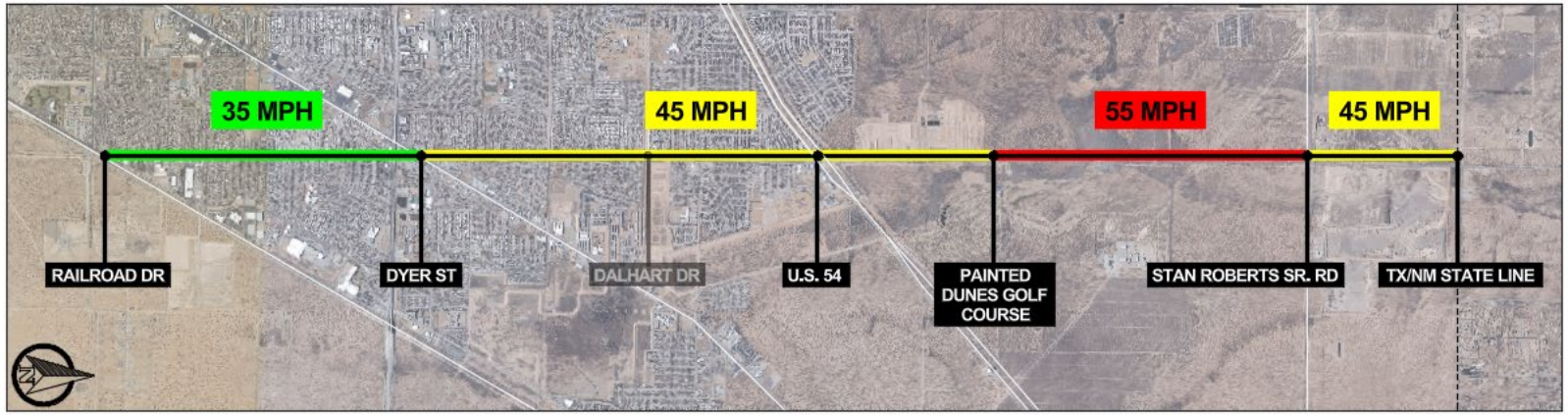
Purpose of Amendment

- Request from TxDOT
  - Speed zone & strip map study
- Extend the existing 45 M.P.H. speed zone
  - Into the newly developed residential areas
- Codify the speed limit zones McCombs Street

McCombs Street Existing Conditions

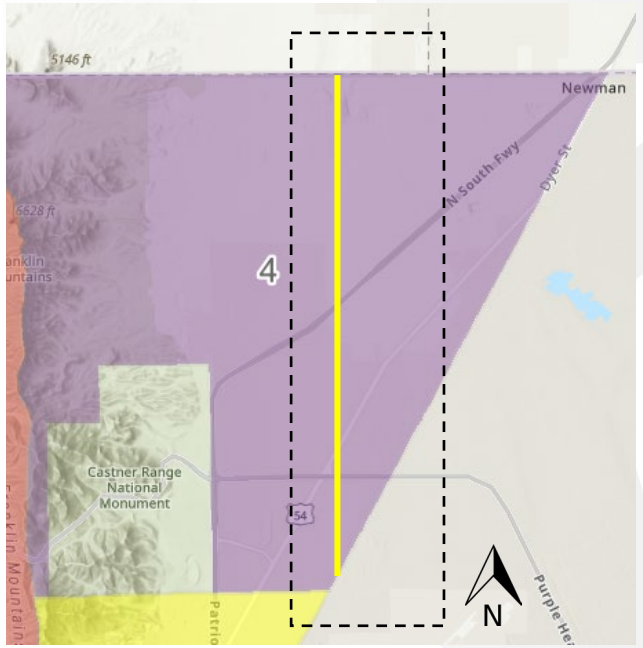


McCombs Street with Speed Zone Improvement



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Streets and Maintenance Department

Ordinance Amending Title 12.88.150

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Requested Council Action:

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), 12.88.150 (SCHDULES XIV – SPEED LIMITS)

SECTION 1. An Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV – Speed Limits), Subsection H (Forty-five Miles Per Hour), to **Delete** Item:

1. – 13.

14. McCombs Street from Dyer Street to Dalhart Drive

Streets and Maintenance Department

Ordinance Amending Title 12.88.150

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Requested Council Action:

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), 12.88.150 (SCHDULES XIV – SPEED LIMITS)

SECTION 2. An Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV – Speed Limits), Subsection J (Fifty-five Miles Per Hour), to **Delete** Item:

1. – 4.

5. McCombs Street from Dalhart Drive to its terminus at FM 3255

Streets and Maintenance Department

Ordinance Amending Title 12.88.150

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Requested Council Action:

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), 12.88.150 (SCHDULES XIV – SPEED LIMITS)

SECTION 3. An Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV – Speed Limits), Subsection H (Forty-five Miles Per Hour), to **Add** Item:

1. – 39.

40. McCombs Street from Dyer Street to a point 3.70 miles north of Dyer Street

Streets and Maintenance Department

Ordinance Amending Title 12.88.150

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Requested Council Action:

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), 12.88.150 (SCHDULES XIV – SPEED LIMITS)

SECTION 4. An Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV – Speed Limits), Subsection J (Fifty-five Miles Per Hour), to **Add** Item:

1. – 9.

10. McCombs Street from a point 3.70 miles north of Dyer Street to Stan Roberts Sr. Road

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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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

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File #: 26-0448, **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 Manager's Office, Robert Cortinas, (915) 212-1067
Office of the Comptroller, Margarita Marin, (915) 212-1174

AGENDA LANGUAGE:

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

An Ordinance authorizing the issuance of City of El Paso, Texas, General Obligation Bonds, in one or more series, in an aggregate amount not to exceed $71,140,000; levying a continuing direct annual ad valorem tax for the payment of such Bonds; and resolving other matters which are necessary to effectuate such issuance, including the delegation of matters relating to the sale and issuance of such Bonds to an authorized City official within certain specified parameters.

RECEIVED
By City Clerk's Office at 10:01 am, Apr 03, 2026

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Office of the City Manager

AGENDA DATE: 4/14/26

PUBLIC HEARING DATE: 4/14/26

CONTACT PERSON NAME: Robert Cortinas **PHONE NUMBER:** 915-212-1067

2nd CONTACT PERSON NAME: Margarita Marin **PHONE NUMBER:** 915-212-1174

DISTRICT(S) AFFECTED: All

AGENDA ITEM:

An Ordinance authorizing the issuance of City of El Paso, Texas, General Obligation Bonds, in one or more series, in an aggregate amount not to exceed $ 71,140,000 ; levying a continuing direct annual ad valorem tax for the payment of such Bonds; and resolving other matters which are necessary to effectuate such issuance, including the delegation of matters relating to the sale and issuance of such Bonds to an authorized City official (City Manager and/or Chief Financial Officer) within certain specified parameters.

ISSUE STATEMENT:

The Issuance of the GO 2026 will fund projects authorized within the Community Progress Bond Authorization

BACKGROUND:

This Council action authorizes the issuance of new money bonds, in one or more series, in an aggregate maximum par amount of $ 71,140,000 for projects authorized by the 2022 bond election. The Ordinance delegates authority to the Pricing Officer (City Manager and/or Chief Financial Officer) to establish the specified purposes and par amounts of bonds issued in the Pricing Certificate (at the time of pricing). The aggregate true interest cost rate for the bonds shall not exceed 5.25% and the maximum maturity date for any series of bonds issued shall not exceed December 31, 2051.

COUNCIL OPTIONS:

Approve the ordinance as presented.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

Reviewed by Bond Counsel, Municipal Advisor and City Officials (City Manager, City Attorney, Chief Financial Officer and Comptroller)

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

Notice of the Public Hearing was posted on April 3, 2026 in El Paso Times.

RELATED CITY POLICIES:

Debt Management Policy

PRIOR COUNCIL ACTION:

Community Progress Bond Election November 8, 2022

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:

Ad-Valorem Property Tax $71,140,000

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

Ordinance

FOR MORE INFORMATION:

Margarita Marin 915-212-1174 marinmm@elpasotexas.gov

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

SIGNATURE: _____

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

ORDINANCE NO. _____

CITY OF EL PASO, TEXAS
GENERAL OBLIGATION BONDS

Adopted: April 14, 2026

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RECEIVED
By City Clerks at 2:45 pm, Apr 02, 2026

ORDINANCE NO. _____

AN ORDINANCE authorizing the issuance of City of El Paso, Texas, General Obligation Bonds, in one or more series, in an aggregate amount not to exceed $71,140,000; levying a continuing direct annual ad valorem tax for the payment of such Bonds; and resolving other matters which are necessary to effectuate such issuance, including the delegation of matters relating to the sale and issuance of such Bonds to an authorized City official within certain specified parameters

WHEREAS, the City Council of the City of El Paso, Texas (the "City") hereby finds and determines that certain general obligation bonds authorized to be issued at elections held on November 5, 2019, and November 8, 2022 (together, the "Elections"), should be authorized to be issued at this time; and

WHEREAS, the City Council shall by this Ordinance, in accordance with the provisions of Texas Government Code, Chapter 1371, as amended ("Chapter 1371"), delegate to a Pricing Officer (hereinafter designated) the authority to determine the principal amount of bonds to be issued and negotiate the terms of sale thereof; and

WHEREAS, the City Council hereby finds and determines that it is a public purpose and in the best interests of the City to authorize the issuance of bonds in one or more series with the terms of such bonds to be included in one or more pricing certificates (each a "Pricing Certificate") to be executed by the Pricing Officer (hereafter designated), all in accordance with the provisions of Chapter 1371; and

WHEREAS, a summary of the general obligation bonds authorized at the Elections, the principal amounts authorized, amounts heretofore issued and being issued pursuant to this Ordinance and the amounts remaining to be issued subsequent hereto will be set forth in the Pricing Certificate; and

WHEREAS, the City Council hereby reserves and retains the right to issue the balance of unissued bonds approved at the Elections, in one or more installments when, in the judgment of the City Council, funds are needed to accomplish the purposes for which such bonds were voted; now, therefore:

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

SECTION 1: Definitions, Findings and Interpretation

(a) Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise, in this Ordinance, the following terms shall have the meanings specified below:

"Attorney General" shall mean the Attorney General of the State of Texas.

"Bond" means any of the Bonds.

"Bond Date" means the date designated as the Bond Date in the Pricing Certificate.

"Bonds" means all general obligation bonds of the City issued pursuant to authorization granted by this Ordinance, as specified in a Pricing Certificate.

"Bond Counsel" shall mean Norton Rose Fulbright US LLP, or such other firm of nationally recognized bond attorneys experienced in the issuance of bonds and acceptable to the City.

"Business Day" means any day other than a Saturday, Sunday or legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located in the State of Texas are generally authorized or obligated by law or executive order to close.

"Chapter 1331" means Texas Government Code, Chapter 1331, as amended.

"Chapter 1371" means Texas Government Code, Chapter 1371, as amended.

"City" means the City of El Paso, Texas.

"City Council" means the governing body of the City of El Paso, Texas.

"Closing Date" means the date of the initial delivery of and payment for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, including the regulations and published rulings thereunder.

"Comptroller" shall mean the Comptroller of Public Accounts of the State of Texas.

"Debt Service Requirements" means: (i) the interest on the Bonds; and (ii) the principal amounts due in accordance with the schedule appearing in the Pricing Certificate executed pursuant to this Ordinance (which shall not be less than 2% of the original par amount of the Bonds as a sinking fund each year).

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named herein, its designated office specified in the Pricing Certificate, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Elections" shall have the meaning set forth in the recitals to this Ordinance.

"Fiscal Year" shall mean the annual financial accounting period used by the City now ending on August 31 of each year; provided, however, the City Council may change, by ordinance duly passed, such annual financial accounting period to end on another date if such change is found

and determined to be necessary for accounting purposes and to be consistent with the ordinances authorizing the additional obligations of the City.

"Government Securities," unless otherwise specified in the Pricing Certificate, shall mean: (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds.

"Holders" shall have the meaning set forth in Section 5 hereof.

"Initial Bond" means the Initial Bond authorized by Section 9 of this Ordinance.

"Interest and Sinking Fund" means each fund created and established with respect to the Bonds issued hereunder in accordance with Section 11 hereof.

"Interest Payment Date" means the date or dates on which interest on or the principal of the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15, commencing on the date specified in the Pricing Certificate, or such other dates as specified in the Pricing Certificate.

"Issue of Bonds" means one or more series of Bonds and other tax-exempt obligations that are sold within 15 days of the first date on which there is a binding written contract for the sale or exchange of any such Bonds and which are part of the same issue pursuant to section 1.150-1(c) of the Regulations.

"MSRB" means the Municipal Securities Rulemaking Board.

"Outstanding" when used in this Ordinance with respect to the Bonds means, as of the date of determination, all Bonds theretofore issued and delivered under this Ordinance, except:

(1) those Bonds cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Bonds deemed to be duly paid by the City in accordance with the provisions of Section 13 hereof; and

(3) those mutilated, destroyed, lost, or stolen Bonds which have been replaced with Bonds registered and delivered in lieu thereof as provided in Section 12 hereof.

"Owner" means the person who is the registered owner of a Bond or Bonds.

"Paying Agent/Registrar" means Computershare Trust Company, N.A. (or such other entity or banking association determined by the Pricing Officer in the Pricing Certificate), or any successor thereto or replacement therefor as provided in this Ordinance.

"Pricing Certificate" means collectively one or more pricing certificates that set forth the terms of the Bonds in accordance with Section 4 of this Ordinance and executed by the Pricing Officer, all in accordance with the provisions of Chapter 1371.

"Pricing Officer" means the City Manager of the City or the Chief Financial Officer of the City, each acting in such capacity severally and not jointly.

"Purchaser" means collectively the initial purchasers of the Bonds issued hereunder as named in the Pricing Certificate.

"Record Date" means with respect to each interest payment date for the Bonds, the close of business on the last business day of the month preceding such interest payment date.

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Rule" means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

"SEC" means the United States Securities and Exchange Commission.

"Security Register" means the Security Register specified in Section 5 of this Ordinance.

"Stated Maturity" means the principal amounts due in accordance with the schedule(s) appearing in the Pricing Certificate.

(b) Findings. The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

(c) Table of Contents, Titles and Headings. The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

(d) Interpretation. Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Ordinance.

SECTION 2: Authorization - Series Designation - Principal Amount - Purpose - Bond Date. Bonds shall be and are hereby authorized to be issued, in one or more series, in the maximum aggregate principal amount set forth in Section 4 hereof. Unless otherwise specified in a Pricing Certificate, such Bonds shall be designated and bear the title the "CITY OF EL PASO, TEXAS, GENERAL OBLIGATION BONDS" with such series designation to reflect the year in which the Bonds are sold and each series within a year may have a letter designation following the year as specified by the Pricing Officer in the Pricing Certificate. As specified in the applicable Pricing Certificate, such Bonds may be issued for one or more of the purposes authorized in the Elections, namely for the purposes of providing funds for permanent public improvements and public purposes, to wit: (1) acquiring, planning, designing, constructing, renovating, improving, expanding and equipping public safety facilities, including acquiring land and rights-of-way necessary thereto or incidental therewith, acquiring motor vehicles and equipment for the Police Department and the Fire Department, and acquiring and installing public art related to and being a part of some or all of the foregoing; (2) designing, acquiring, constructing, improving, resurfacing, repairing, extending, expanding, and enhancing streets, thoroughfares, alleys, sidewalks, bridges, streetscapes, screening walls, and other public ways, participation in joint projects with federal, state and local public entities and agencies, computerized signalization and monitoring equipment and other traffic controls, grade separations, street lighting, necessary or incidental utility relocation, associated drainage improvements and acquiring land, easements, rights-of-way, and other real property interests necessary therefor; (3) designing, acquiring, constructing, improving, renovating, repairing, extending, expanding, enhancing, furnishing, and equipping park and recreational facilities, including all abilities playgrounds, shade structures, and open spaces and acquiring land, easements, rights-of-way, and other real property interests necessary therefor; (4) designing, constructing, improving, renovating, expanding, enhancing, and equipping existing City facilities for renewable energy and resource use efficiency improvements and planning, including photovoltaic and solar panel installations, urban heat, mobility and climate action planning, and modernizations to existing City facilities to meet green building standards and in connection with the foregoing, acquiring land, easements, rights-of-way, and other real property interests necessary therefor; and (5) paying the costs and expenses of issuing the Bonds. The applicable purposes will be set forth in the applicable Pricing Certificate and in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Chapter 1331 and Chapter 1371. The Bonds shall be dated (the "Bond Date") the date specified in the Pricing Certificate. The title of the Bonds may also be revised by the Pricing Officer as reflected in the Pricing Certificate to reflect, among other things, the sequential number of the series of Bonds being issued and the status of the Bonds as tax-exempt or taxable, as applicable.

SECTION 3: Fully Registered Obligations - Terms. The Bonds shall be issued as fully registered obligations, without coupons, and as either or both "Current Interest Bonds" (obligations paying accrued interest to the holders or owners on and at stated intervals prior to maturity) and "Capital Appreciation Bonds" (obligations paying no accrued interest to the holders or owners prior to maturity).

(a) Current Interest Bonds. Current Interest Bonds (other than the Initial Bonds referenced in Section 9 hereof) shall be in denominations of $5,000 or any integral multiple (within a Stated Maturity) thereof, shall be lettered "R" and numbered consecutively from One (1) upward and principal shall become due and payable on a date certain in each of the years and in amounts (the "Stated Maturities") and bear interest at the rate(s) per annum in accordance with the details of the Current Interest Bonds as set forth in the Pricing Certificate.

The Current Interest Bonds shall bear interest on the unpaid principal amounts from the date specified in the Pricing Certificate at the rate(s) per annum shown in the Pricing Certificate (calculated on the basis of a 360-day year consisting of twelve 30-day months). Interest on the Current Interest Bonds shall be payable in each year, on the dates, and commencing on the date, set forth in the Pricing Certificate.

(b) Capital Appreciation Bonds. Capital Appreciation Bonds (other than the Initial Bonds referenced in Section 9 hereof) shall each be issued in Maturity Amounts (the "Accreted Value" [as hereinafter defined] at maturity) of $5,000, or any integral multiple thereof within a Stated Maturity, shall be lettered "CAB-" and numbered consecutively from One (1) upward, and the original principal amounts of the Capital Appreciation Bonds shall accrue interest at the interest rate(s) stated in the Pricing Certificate, and shall become due and payable on a date certain in each of the years (the "Stated Maturities") in the Maturity Amounts set forth in the Pricing Certificate.

Interest on the Capital Appreciation Bonds shall accrue from the date of delivery of the Bonds to the initial purchasers, and be compounded semiannually in each year on the dates (the "Compounding Dates"), and commencing on the date, set forth in the Pricing Certificate, until the Stated Maturity or earlier redemption thereof. The accrued interest on Capital Appreciation Bonds shall be payable at maturity or earlier redemption as a portion of the Maturity Amount or Accreted Value thereof.

The term "Accreted Value," as used herein with respect to Capital Appreciation Bonds, shall mean the original principal amount of a Capital Appreciation Bond, plus the initial premium, if any, paid therefor, with interest thereon compounded semiannually to the Compounding Date next preceding the date of such calculation (or the date of calculation, if such calculation is made on a Compounding Date), at the respective interest rates stated in the Pricing Certificate therefor and, with respect to each $5,000 Accreted Value at maturity, as set forth in the Accreted Value table attached to the Pricing Certificate and in the Official Statement referred to in the Pricing Certificate. For any day other than a Compounding Date, the Accreted Value of a Capital Appreciation Bond shall be determined by a straight line interpolation between the values for the applicable semiannual Compounding Dates (based on 30-day months).

SECTION 4: Delegation of Authority to Pricing Officer. (a) As authorized by Chapter 1371, each of the City Manager and the Chief Financial Officer of the City (either one of them, a "Pricing Officer") is hereby authorized to act on behalf of the City in selling and delivering the Bonds, in one or more series, and carrying out the other procedures specified in this Ordinance, including determining the aggregate original principal amount of the Bonds, determining the purposes and amounts to be issued from each proposition from the Elections, the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, determining whether the Bonds shall be issued in one or more series and whether such series will be issued as taxable or tax-exempt bonds, the price at which the Bonds will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which the Bonds will mature, the principal amount or Maturity Amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment dates, the record date, the compounding dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, the terms of any bond insurance applicable to the Bonds, any amendments or modifications to the continuing disclosure undertaking set forth in Section 31 hereof, the designation of one or more funds for the

payment of the Bonds, and all other matters relating to the issuance, sale, and delivery of the Bonds; all of which shall be specified in one or more Pricing Certificates, provided that:

(i) the aggregate original principal amount of the Bonds shall not exceed $71,140,000;

(ii) the aggregate true interest cost rate for the Bonds shall not exceed 5.25%; and

(iii) the maximum maturity date for the Bonds shall not exceed December 31, 2051.

The execution of the Pricing Certificate shall evidence the sale date of the Bonds by the City to the purchasers of such Bonds as identified in the Pricing Certificate (the "Purchasers").

If the Pricing Officer determines that bond insurance results in a net reduction of the City's interest costs associated with one or more series of the Bonds, then the Pricing Officer is authorized, in connection with effecting the sale of the Bonds, to obtain from a municipal bond insurance company (the "Insurer") a municipal bond insurance policy in support of one or more series of the Bonds. To that end, should the Pricing Officer exercise such authority and commit the City to obtain a municipal bond insurance policy, for so long as such policy is in effect, the requirements of the Insurer relating to the issuance of such policies are incorporated by reference into this Ordinance and made a part hereof for all purposes, notwithstanding any other provision of this Ordinance to the contrary. Each of the City Manager of the City, the Chief Financial Officer of the City, and the Pricing Officer shall have the authority to execute any documents to effect the issuance of such policy by the Insurer.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in subsection (a)(i) above, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer within 365 days of the date of adoption of this Ordinance. The Pricing Officer may exercise such delegation on more than one occasion during such time period.

SECTION 5: Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar, and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of Computershare Trust Company, N.A., or such other entity or banking association determined by the Pricing Officer in the Pricing Certificate, to serve as Paying Agent/Registrar for the Bonds is hereby approved and confirmed. Books and records relating to the registration, payment, exchange and transfer of the Bonds (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Pricing Officer is

hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Bonds. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution, or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

The Bonds shall be payable at their Stated Maturities or upon their earlier redemption, only upon the presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices in St. Paul, Minnesota, or such other location designated by the Pricing Officer in the Pricing Certificate (the "Designated Payment/Transfer Office"); provided, however, while a Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount thereof may be accomplished without presentation and surrender of such Bond. Interest accrued on a Capital Appreciation Bond shall be payable at its Stated Maturity or redemption as a portion of the Accreted Value or Maturity Amount. Interest on a Current Interest Bond shall be paid by the Paying Agent/Registrar to the Holders whose names appears in the Security Register at the close of business on the Record Date, which is the close of business on the last business day of the month preceding each interest payment date, and such interest payments shall be made (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a non-payment of interest on one or more maturities of the Current Interest Bonds on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such past due interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder of the Current Interest Bonds appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 6: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. A Security Register relating to the registration, payment, and transfer or exchange of the Bonds shall at all times be kept and maintained by the City at the Designated Payment/Transfer Office of the Paying Agent/Registrar, as provided herein and in accordance with the provisions of the Paying Agent/Registrar Agreement and such rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every Holder of the Bonds issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Bond may be transferred or exchanged for Bonds of like kind, maturity, and amount and in authorized

denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar at its Designated Payment/Transfer Office for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for assignment or transfer of any Bond (other than the Initial Bonds authorized in Section 9 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, one or more new Bonds, executed on behalf of and furnished by the City, shall be registered and issued to the assignee or transferee of the previous Holder; such Bonds to be of authorized denominations, of like Stated Maturity, and of a like aggregate principal amount (with respect to Current Interest Bonds) or Maturity Amount (with respect to Capital Appreciation Bonds) as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds (other than the Initial Bonds authorized in Section 9 hereof) may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount (with respect to Current Interest Bonds) or Maturity Amount (with respect to Capital Appreciation Bonds) as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds, executed on behalf of and furnished by the City, to the Holder requesting the exchange.

All Bonds issued upon any such transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay and entitled to the same benefits under this Ordinance, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered, and delivered in lieu thereof pursuant to the provisions of Section 12 hereof, and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Bond; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond called for redemption in part.

SECTION 7: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 5 and 6 hereof relating to the payment and transfer/exchange of the Bonds, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement, and transfer system provided by The Depository Trust Company (DTC), a limited purpose trust company organized under the laws of the State of New York, in accordance with the requirements and procedures identified in the current DTC Operational Arrangements memorandum, as amended, the Blanket Issuer Letter of Representation, by and between the City and DTC, and the Letter of Representation from the Paying Agent/Registrar to DTC (collectively, the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold such Bonds for its participants (the "DTC Participants"). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general, the City covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar, and payment of such Bonds shall be made in accordance with the provisions of Sections 5 and 6 hereof.

SECTION 8: Execution - Registration. The Bonds shall be executed on behalf of the City by the Mayor or Mayor Pro Tem under the City's seal reproduced or impressed thereon and attested by the City Clerk or Alternate City Clerk. The signature of such officials on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officials of the City as of the date of the adoption of this Ordinance shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 10(c), manually executed by the Comptroller, or his or her duly authorized agent, or a certificate of registration substantially in the form provided in Section 10(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered, and delivered.

SECTION 9: Initial Bonds. The Bonds herein authorized shall be initially issued as fully registered Bonds of the appropriate kind (Current Interest Bonds and/or Capital Appreciation Bonds) as specified in the Pricing Certificate, being (i) a single, fully registered Current Interest Bond in the aggregate principal amount noted and principal installments to become due and payable as provided in the Pricing Certificate and numbered TR-1, and (ii) a single, fully registered

Capital Appreciation Bond in the aggregate Maturity Amount noted, and with installments of such Maturity Amount to become due and payable as provided in the Pricing Certificate and numbered TCAB-1 (hereinafter called the "Initial Bonds"), and the Initial Bonds shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bonds shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bonds, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bonds delivered hereunder and exchange therefor definitive Bonds of like kind and of authorized denominations, Stated Maturities, principal amounts (with respect to Current Interest Bonds) or Maturity Amounts (with respect to the Capital Appreciation Bonds) and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 10: Forms.

(a) Forms Generally. The Bonds, the Registration Certificate of the Comptroller, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and, with the Bonds to be completed and modified with the information set forth in the Pricing Certificate, may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends on insured Bonds and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the Pricing Officer. The Pricing Certificate shall set forth the final and controlling forms and terms of the Bonds. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds and the Initial Bonds shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

(b) Form of Bonds.

[CURRENT INTEREST BONDS]

REGISTERED NO. R-_____ PRINCIPAL AMOUNT $_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF EL PASO, TEXAS
GENERAL OBLIGATION BOND
SERIES 20__

Bond Date:	Interest Rate:	Stated Maturity:	CUSIP No.
_____	_____	_____	_____

Registered Owner:

Principal Amount: DOLLARS

The City of El Paso (hereinafter referred to as the "City"), a body corporate and political subdivision in the County of El Paso, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is prior to the initial interest payment date in which case it shall bear interest from the date of its delivery to the initial purchasers) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing _____, until maturity or prior redemption. Principal of this Bond is payable at its Stated Maturity or redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Bond. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the close of business on the last business day of the month preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the series specified in its title issued in the aggregate principal amount of $_____ (herein referred to as the "Bonds") for the purpose of providing funds for permanent public improvements and public purposes, to wit: (1) [acquiring, planning, designing, constructing, renovating, improving, expanding and equipping public safety facilities, including acquiring land and rights-of-way necessary thereto or incidental therewith, acquiring motor vehicles and equipment for the Police Department and the Fire Department, and acquiring and

installing public art related to and being a part of some or all of the foregoing; (2) designing, acquiring, constructing, improving, resurfacing, repairing, extending, expanding, and enhancing streets, thoroughfares, alleys, sidewalks, bridges, streetscapes, screening walls, and other public ways, participation in joint projects with federal, state and local public entities and agencies, computerized signalization and monitoring equipment and other traffic controls, grade separations, street lighting, necessary or incidental utility relocation, associated drainage improvements and acquiring land, easements, rights-of-way, and other real property interests necessary therefor; (3) designing, acquiring, constructing, improving, renovating, repairing, extending, expanding, enhancing, furnishing, and equipping park and recreational facilities, including all abilities playgrounds, shade structures, and open spaces and acquiring land, easements, rights-of-way, and other real property interests necessary therefor; (4) designing, constructing, improving, renovating, expanding, enhancing, and equipping existing City facilities for renewable energy and resource use efficiency improvements and planning, including photovoltaic and solar panel installations, urban heat, mobility and climate action planning, and modernizations to existing City facilities to meet green building standards and in connection with the foregoing, acquiring land, easements, rights-of-way, and other real property interests necessary therefor]; and (5) to pay the costs and expenses of issuing the Bonds, under and in strict conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapters 1331 and 1371, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

[The Bonds are issued in part as "Current Interest Bonds," which total in principal amount $_____ and pay accrued interest at stated intervals to registered owners and in part as "Capital Appreciation Bonds," which total in original principal amount $_____ and pay no accrued interest prior to their Stated Maturities.]

[The Bonds maturing on the dates hereinafter identified (the "Term Bonds") are subject to mandatory redemption prior to maturity with funds on deposit in the Interest and Sinking Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the date of redemption, and without premium, on the dates and in the principal amounts as follows:

Term Bonds due _____, 20__		Term Bonds due _____, 20__	
Redemption Date	Principal Amount	Redemption Date	Principal Amount
____, 20__	$___,000	_____, 20__	$___,000
____, 20__	$___,000	_____, 20__	$___,000
____, 20__ (maturity)	$___,000	_____, 20__ (maturity)	$___,000

The particular Term Bonds of a Stated Maturity to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Bonds for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Bonds of like Stated Maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.]

The Current Interest Bonds maturing on and after _____, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on _____, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to the date fixed for any redemption of Bonds, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Bond to be redeemed, in whole or in part, at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Bond (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Bond (or the portion of its principal sum to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor; provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the principal amount of a Bond is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed in part.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that such redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the

City and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity or redemption, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal at the Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a Bond on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each registered owner of a Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the City have been properly done, have happened, and have been performed in regular and due time, form, and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Bonds do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforestated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be duly executed under the official seal of the City.

CITY OF EL PASO, TEXAS

ATTEST: _____
[Mayor][Mayor Pro Tem]

_____
[City Clerk][Alternate City Clerk]

(SEAL)

[CAPITAL APPRECIATION BONDS]

REGISTERED
NO. CAB-_____

MATURITY AMOUNT
$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF EL PASO, TEXAS
GENERAL OBLIGATION BOND
SERIES 20__

Bond Date:	Stated Yield:	Stated Maturity:	CUSIP No.
_____	_____	_____	_____

Registered Owner:

Maturity Amount:

The City of El Paso (hereinafter referred to as the "City"), a body corporate and political subdivision in the County of El Paso, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above, the Maturity Amount stated above (or so much thereof as shall not have been paid upon prior redemption). The Maturity Amount of this Bond represents the accretion of the original principal amount of this Bond (including the initial premium, if any, paid therefor) from the date of delivery to the initial purchasers to the Stated Maturity and such accretion in value occurring at the above Stated Yield and compounding on _____, and semiannually thereafter on _____ and _____. A table of the "Accreted Values" per $5,000 "Accreted Value" at maturity is printed on this Bond or attached hereto. The term "Accreted Value," as used herein, means the original principal amount of this Bond plus the initial premium, if any, paid therefor with interest thereon compounded semiannually to _____ and _____, as the case may be, next preceding the date of such calculation (or the date of calculation, if such calculation is made on _____ or _____) at the Stated Yield for the Stated Maturity shown above and in the above referenced Table of Accreted Values. For any date other than _____ or _____, the Accreted Value of this Bond shall be determined by a straight line interpolation between the values

for the applicable semiannual compounding dates (based on 30-day months). If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

The Accreted Value of this Bond is payable at its Stated Maturity or redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Payment of the Maturity Amount or Accreted Value as of a redemption date of this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the series specified in its title issued in the aggregate principal amount of $_____ (herein referred to as the "Bonds") for the purpose of providing funds for permanent public improvements and public purposes, to wit: (1) [acquiring, planning, designing, constructing, renovating, improving, expanding and equipping public safety facilities, including acquiring land and rights-of-way necessary thereto or incidental therewith, acquiring motor vehicles and equipment for the Police Department and the Fire Department, and acquiring and installing public art related to and being a part of some or all of the foregoing; (2) designing, acquiring, constructing, improving, resurfacing, repairing, extending, expanding, and enhancing streets, thoroughfares, alleys, sidewalks, bridges, streetscapes, screening walls, and other public ways, participation in joint projects with federal, state and local public entities and agencies, computerized signalization and monitoring equipment and other traffic controls, grade separations, street lighting, necessary or incidental utility relocation, associated drainage improvements and acquiring land, easements, rights-of-way, and other real property interests necessary therefor; (3) designing, acquiring, constructing, improving, renovating, repairing, extending, expanding, enhancing, furnishing, and equipping park and recreational facilities, including all abilities playgrounds, shade structures, and open spaces and acquiring land, easements, rights-of-way, and other real property interests necessary therefor; (4) designing, constructing, improving, renovating, expanding, enhancing, and equipping existing City facilities for renewable energy and resource use efficiency improvements and planning, including photovoltaic and solar panel installations, urban heat, mobility and climate action planning, and modernizations to existing City facilities to meet green building standards and in connection with the foregoing, acquiring land, easements, rights-of-way, and other real property interests necessary therefor]; and (5) to pay the costs and expenses of issuing the Bonds, under and in strict conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapters 1331 and 1371, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Bonds are issued in part as "Current Interest Bonds," which total in principal amount $_____ and pay accrued interest at stated intervals to registered owners and in part as "Capital Appreciation Bonds," which total in original principal amount $_____ and pay no accrued interest prior to their Stated Maturities.

The Capital Appreciation Bonds maturing on and after _____ may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in Maturity Amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying Agent/Registrar), on _____, or on any date thereafter, at the redemption price of the Accreted Value (as determined and defined herein) as of the date of redemption.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice to be sent by United States Mail, first class postage prepaid, to the registered owners of the Bonds to be redeemed, and subject to the terms and provisions relating thereto contained in the Ordinance. If a Bond (or any portion of its Maturity Amount) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Bond (or the portion of its Maturity Amount to be redeemed) shall become due and payable, and shall cease to accrete in value from and after the redemption date, provided moneys for the payment of the redemption price to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the Maturity Amount of a Bond is to be redeemed and the registered owner hereof is someone other than Cede & Co., payment of the redemption price shall be made to the registered owner only upon presentation and surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the Maturity Amount thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed in part.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that such redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be

discharged at or prior to its maturity or redemption, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, accruing interest at the same rate, and of the same aggregate Maturity Amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the date of surrender of this Bond as the owner entitled to payment of the Maturity Amount at its Stated Maturity, or Accreted Value at its redemption, in whole or in part, and (ii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Bonds do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforestated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be duly executed under the official seal of the City.

CITY OF EL PASO, TEXAS

_____

[Mayor][Mayor Pro Tem]

ATTEST:

_____
[City Clerk][Alternate City Clerk]

(SEAL)

NOTE TO PRINTER: Print the "Table of Accreted Values" on the Bonds as called for in paragraph one.

(c) Form of Registration Certificate of Comptroller to appear on Initial Bonds only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	)	
	)	
OF PUBLIC ACCOUNTS	)	REGISTER NO. _____
	)	
THE STATE OF TEXAS	)	

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

(SEAL)

_____
[Acting] Comptroller of Public Accounts
of the State of Texas

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered under the provisions of the within-mentioned Ordinance; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar in St. Paul, Minnesota, is the designated payment/transfer Office for this Bond.

_____,
as Paying Agent/Registrar

Registration Date:

_____

By:_____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____
_____
_____
(Social Security or other identifying number: _____
_____) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____
_____
attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED:_____ _____

Signature guaranteed:

_____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

(f) The Initial Bonds for the Current Interest Bonds and the Capital Appreciation Bonds shall be in the respective forms set forth therefor in paragraph (b) of this Section, except as follows:

[CURRENT INTEREST INITIAL BOND]

Heading and paragraph one shall be amended to read as follows:

NO. TR-1 $_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF EL PASO, TEXAS
GENERAL OBLIGATION BOND
SERIES 20__

Bond Date:

_____

Registered Owner:

Principal Amount: DOLLARS

The City of El Paso (hereinafter referred to as the "City"), a body corporate and political subdivision in the County of El Paso, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the registered owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on _____ in the years and in principal installments in accordance with the following schedule:

Stated Maturity	Principal Amount	Interest Rate(s)

(Information to be inserted from Pricing Certificate).

(or so much principal thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal installments hereof from the date of its delivery at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____, and each _____ 15 and _____ 15 thereafter, until maturity or prior redemption. Principal installments of this Bond are payable in the year of maturity or on a redemption date to the registered owner hereof by _____ (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in St. Paul, Minnesota (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the close of business on the last business day of the month preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the registered owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

[CAPITAL APPRECIATION INITIAL BOND]

Heading and first two paragraphs shall be amended to read as follows:

REGISTERED MATURITY AMOUNT
NO. TCAB-1 $_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF EL PASO, TEXAS
GENERAL OBLIGATION BOND
SERIES 20__

Bond Date:

_____

Registered Owner:

Maturity Amount:

The City of El Paso (hereinafter referred to as the "City"), a body corporate and political subdivision in the County of El Paso, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the aggregate Maturity Amount stated above on _____ in each of the years and in installments in accordance with the following schedule:

Year of Maturity	Installment Maturity Amount	Stated Yield(s)

(Information to be inserted from Pricing Certificate).

The respective installments of the Maturity Amount hereof represents the accretion of the original principal amounts of each year of maturity from the date of delivery to the initial purchasers (_____) to the respective years of maturity (including the initial premium, if any, paid by the initial purchasers) and such accretion in values occurring at the respective Stated Yields and compounding on _____, and semiannually thereafter on each _____ and _____. A table of the "Accreted Values" per $5,000 "Accreted Value" at maturity is attached to this Bond. The term "Accreted Value," as used herein, means the original principal amount of this Bond plus premium, if any, paid therefor with interest thereon compounded semiannually to _____ and _____, as the case may be, next preceding the date of such calculation (or the date of calculation, if such calculation is made on _____ or _____) at the respective Stated Yields shown above and in the Table of Accreted Values attached hereto. For any date other than _____ or _____, the Accreted Value of this Bond shall be determined by a straight line interpolation between the values for the applicable semiannual compounding dates (based on 30-day months). If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

The installments of the Maturity Amount or Accreted Value of this Bond are payable in the years of maturity or on a redemption date to the registered owner hereof, without exchange or collection charges, by _____ (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in St. Paul, Minnesota (the "Designated Payment/Transfer Office"), and shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 11: Levy of Taxes. To provide for the Debt Service Requirements of the Bonds there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the City, within the limitations by law, prescribed sufficient to pay the Debt Service Requirements on the Bonds as the same becomes due and payable; and such tax hereby levied on each one hundred dollars' valuation of taxable property in the City for the payment of the Debt Service Requirements of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the Debt Service Requirements on the Bonds while such Bonds are Outstanding; full allowance being made for delinquencies and costs of collection; the taxes levied, assessed, and collected for and on account of the Bonds shall be accounted for separate and apart from all other funds of the City and shall be deposited in one or more special funds as specified in one or more Pricing Certificates by the Pricing Officer (each an "Interest and Sinking Fund") to be maintained at an official depository of the City's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

PROVIDED, however, in regard to any payment to become due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date, sufficient current funds will be available and are hereby appropriated to make such payments; and the Mayor, City Manager, and Chief Financial Officer of the City, individually or jointly, are hereby authorized and directed to transfer and deposit in the Interest and Sinking Fund such current funds which, together with the accrued interest received from the initial purchasers, if any, will be sufficient to pay the payments due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date.

The Mayor, City Manager, and Chief Financial Officer of the City, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Bonds, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Bonds as the same accrues or matures or comes due by reason of redemption prior to maturity; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Bonds.

SECTION 12: Mutilated – Destroyed - Lost and Stolen Bonds. In case any Bond shall be mutilated, or destroyed, lost, or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond; and with respect to a lost, destroyed, or stolen Bond, a replacement Bond may be issued only upon the approval of the City and after (i) the filing by the Holder with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss, or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the

preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, or destroyed, lost, or stolen.

Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation of the City, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds, notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

SECTION 13: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance and the Pricing Certificate, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds or any principal amount(s) (with respect to Current Interest Bonds) and Maturity Amount (with respect to Capital Appreciation Bonds) shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities shall mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the Bonds on the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. In the event of a defeasance of the Bonds, the City shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent certified public accountant, or another qualified third party concerning the sufficiency of the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Bonds. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause any Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt

therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

The City reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Securities for the Government Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the City moneys in excess of the amount required for such defeasance.

Upon such deposit as described above, such Bonds shall no longer be regarded to be outstanding or unpaid. Provided, however, the City has reserved the option, to be exercised at the time of the defeasance of the Bonds, to call for redemption, at an earlier date, those Bonds which have been defeased to their maturity date, if the City: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the Holders of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

SECTION 14: Ordinance a Contract - Amendments - Outstanding Bonds. This Ordinance, together with the Pricing Certificate, shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains Outstanding except as permitted in this Section and in Section 31 hereof. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance or any provision in the Pricing Certificate in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Holders who own a majority of the aggregate of the principal amount (with respect to Current Interest Bonds) and Maturity Amount (with respect to Capital Appreciation Bonds) of the Bonds then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance or any provision in the Pricing Certificate; provided that, without the consent of all Holders of the Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount or Maturity Amount, as the case may be, thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (2) give any preference to any such Bond over any other Bond, or (3) reduce the aggregate principal amount or Maturity Amount, as the case may be, of the Bonds required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 15: Covenants to Maintain Tax-Exempt Status of Bonds.

This Section 15 applies with respect to each Issue of Bonds issued on a tax-exempt basis.

(a) Definitions. When used in this Section, the following terms have the following meanings:

"Closing Date" means the date on which such Issue of Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of such Issue of Bonds.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of such Issue of Bonds are invested and which is not acquired to carry out the governmental purposes of such Issue of Bonds.

"Rebate Amount" with respect to such Issue of Bonds has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) such Issue of Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction, or improvement of which is to be financed (or refinanced) directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond that is part of such Issue of Bonds to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond that is part of such Issue of Bonds, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of such Issue of Bonds:

(i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of such Issue of Bonds (including property financed with Gross Proceeds of any bonds refunded by such Issue of Bonds), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department, and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of such Issue of Bonds or any property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of any bonds refunded by such Issue of Bonds), other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of such Issue of Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed, or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of such Issue of Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of such Issue of Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause such Issue of Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six (6) years after the day on which the last outstanding Bond that is part of such Issue of Bonds is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of such Issue of Bonds with other money of the City, provided that the City separately

accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of such Issue of Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of such Issue of Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to ensure the excludability of the interest thereon from the gross income of the Holders thereof for federal income tax purposes, the City shall pay to the United States from an appropriate fund, or if permitted by applicable Texas statute, regulation, or opinion of the Attorney General of the State of Texas, the Interest and Sinking Fund, the amount that when added to the future value of previous rebate payments made for such Issue of Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place, and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the final Stated Maturity or final payment of such Issue of Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of such Issue of Bonds not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer, and City Clerk of the City, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as one or more of such persons deems necessary or appropriate in connection with each Issue of Bonds, in the Certificate as to Tax Exemption, or similar or other appropriate certificate, form, or document.

SECTION 16: Sale of Bonds – Official Statement. The Bonds authorized by this Ordinance may be sold by the City to the Purchasers by (i) negotiated sale, in accordance with one or more bond purchase agreements (each, a "Purchase Contract"), (ii) private placement, in accordance with one or more agreements to purchase or other agreement, or (iii) competitive bidding, in accordance with the successful bids submitted therefor, as determined by the Pricing Officer, in accordance with Section 4 hereof. The Pricing Officer is hereby authorized and directed to execute each Purchase Contract, agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable, for and on behalf of the City and as the act and deed of this City Council.

With regard to the terms and provisions of a Purchase Contract executed as a result of a negotiated sale, the Pricing Officer is hereby authorized to come to an agreement with the Purchasers on the following, among other matters:

1. The details of the purchase and sale of the Bonds;
2. The details of the public offering of the Bonds by the Purchasers;
3. The details of an Official Statement (and, if appropriate, any Preliminary Official Statement) relating to the Bonds and the City's Rule 15c2-12 compliance;
4. A security deposit for the Bonds;
5. The representations and warranties of the City to the Purchasers;
6. The details of the delivery of, and payment for, the Bonds;
7. The Purchasers' obligations under the Purchase Contract;
8. The certain conditions to the obligations of the City under the Purchase Contract;
9. Termination of the Purchase Contract;
10. Particular covenants of the City;
11. The survival of representations made in the Purchase Contract;
12. The payment of any expenses relating to the Purchase Contract;
13. Notices; and
14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Bonds.

The Pricing Officer is hereby authorized and directed to execute the Purchase Contract for and on behalf of the City and as the act and deed of this City Council.

The Mayor and City Clerk of the City are further authorized and directed to manually or electronically execute and deliver for and on behalf of the City copies of a Preliminary Official Statement and Official Statement, prepared in connection with the offering of the Bonds by the Purchasers, in final form as may be required by the Purchasers, and such final Official Statement in the form and content as approved by the Pricing Officer or as manually or electronically executed by such officials shall be deemed to be approved by the City Council of the City and constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 17: Control and Custody of Bonds. The Mayor shall be and is hereby authorized to take and have charge of all necessary ordinances, resolutions, orders and records,

including the definitive Bonds and the Initial Bonds, pending the investigation and approval of the Initial Bonds by the Attorney General of the State of Texas, and the registration of the Initial Bonds to the Comptroller and the delivery thereof to the Purchasers.

Furthermore, the Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer, and City Clerk of the City, any one or more of such officials, are hereby authorized and directed to furnish and execute such documents and certifications relating to the City and the issuance of the Bonds, including a certification as to facts, estimates, circumstances, and reasonable expectations pertaining to the use, expenditure, and investment of the proceeds of the Bonds, as may be necessary for the issuance of the Bonds, the approval of the Attorney General, the registration by the Comptroller, and the delivery of the Bonds to the Purchaser and, together with the City's financial advisor, bond counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bonds to the Purchaser and the initial exchange thereof for definitive Bonds.

SECTION 18: Proceeds of Sale. Immediately following the delivery of the Bonds, the proceeds of sale (less those proceeds of sale designated to pay costs of issuance, amounts to pay municipal bond insurance premium, if any, and any accrued interest received from the Purchasers of the Bonds) shall be deposited in the construction fund, in such amount as provided in the Pricing Certificate. The proceeds of sale of the Bonds not so deposited shall be disbursed for payment of costs of issuance, disbursed for the payment of municipal bond insurance premium, if any, or deposited in the Interest and Sinking Fund, all in accordance with the terms of the Pricing Certificate. Accrued interest and premium in the amount, if any, specified in the Pricing Certificate received from the sale of the Bonds shall be deposited to the credit of the Interest and Sinking Fund. Such proceeds of sale may be invested in authorized investments and any investment earnings realized may be (with respect to the accrued interest received from the Purchasers) deposited in the Interest and Sinking Fund as shall be determined by the City Council of the City.

Pending expenditure for authorized projects and purposes, such proceeds of sale deposited to the construction fund may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including guaranteed investment contracts permitted in Texas Government Code, Section 2256.015, et seq., and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Interest and Sinking Fund as shall be determined by the City Council. Any excess bond proceeds, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Interest and Sinking Fund.

SECTION 19: Notices to Holders-Waiver. Wherever this Ordinance or the Pricing Certificate provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case in which notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Ordinance or the Pricing Certificate provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed

with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 20: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be returned to the City.

SECTION 21: Bond Counsel Opinion. The obligation of the Purchasers to accept delivery of the Bonds is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Bond Counsel to the City, approving the Bonds as to their validity, such opinion to be dated and delivered as of the date of delivery and payment for the Bonds. A true and correct reproduction of such opinion is hereby authorized to be printed on the Bonds, or an executed counterpart thereof is hereby authorized to be either printed on definitive printed obligations or deposited with DTC along with the global certificates for the implementation and use of the Book-Entry-Only System used in the settlement and transfer of the Bonds. The City Council confirms the prior engagement of Norton Rose Fulbright US LLP as the City's bond counsel.

SECTION 22: Further Procedures. The Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer, and City Clerk of the City and all other officers, employees and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the seal of the City and on behalf of the City all agreements, instruments, or such other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Bonds, and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Bonds, the Mayor, Mayor Pro Tem, City Clerk, Alternate City Clerk, City Manager, and/or Chief Financial Officer of the City and its Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance: (i) in order to cure any technical ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Additionally, the Mayor, Mayor Pro Tem, the City Clerk, the Alternate City Clerk, the City Manager of the City, the Chief Financial Officer of the City or the Pricing Officer may execute, authenticate, certify, or endorse or authorize to be executed, authenticated, certified, or endorsed with such officer's facsimile signature instead of the officer's manual signature any written agreement, including a contract, purchase order or surety bond, and any related document, including an application, certificate, or approval. For purposes of this Ordinance, "facsimile

signature" means a reproduction of the manual signature of an authorized officer that is made by any method.

SECTION 23: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof, and neither the City nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 24: Benefits of Ordinance. Nothing in this Ordinance or the Pricing Certificate, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof or the Pricing Certificate, this Ordinance and all of its provisions and the Pricing Certificate being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar, and the Holders.

SECTION 25: Inconsistent Provisions. All ordinances or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 26: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 27: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 28: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

SECTION 29: Severability. If any provision of this Ordinance or the Pricing Certificate or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the Pricing Certificate and the application thereof to other circumstances shall nevertheless be valid, and the City Council of the City hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 30: Incorporation of Findings and Determinations. The findings and determinations of the City Council of the City contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 31: Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as a security or a source of

payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year, beginning with the year stated in the Pricing Certificate, financial information and operating data with respect to the City of the general type included in the final Official Statement approved by the Pricing Officer and described in the Pricing Certificate and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available, and in any case within 12 months after the end of each fiscal year (beginning with the fiscal year stated in the Pricing Certificate). Any financial statements so provided shall be prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not available by the required time, the City will provide unaudited financial statements by the required time and audited financial statements when and if such audited financial statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding subsection (c)(12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in immediately preceding subsections (c)(15) and (c)(16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section while, but only while, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) hereof of any Bond calls and defeasance that cause the City to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything to the contrary in this Ordinance, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent an underwriter of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 32: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 33: Effective Date. This Ordinance shall take effect and be in full force immediately from and after its adoption on the date hereof in accordance with the provisions of Texas Government Code, Section 1201.028, as amended.

[The remainder of this page intentionally left blank.]

APPROVED AND ADOPTED this _____ day of April, 2026.

Renard U. Johnson
Mayor, City of El Paso, Texas

ATTEST:

Laura D. Prine
City Clerk, City of El Paso, Texas

(SEAL)

APPROVED AS TO FORM:

Karla M. Nieman
City Attorney
City of El Paso, Texas

Paul A. Braden
Bond Counsel for the City

APPROVED AS TO CONTENT:

Robert Cortinas
Chief Financial Officer
City of El Paso, Texas

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

File #: 26-0450, **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 Manager's Office, Robert Cortinas, (915) 212-1067
Office of the Comptroller, Margarita Marin, (915) 212-1174

AGENDA LANGUAGE:

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

An Ordinance authorizing the issuance of City of El Paso, Texas, General Obligation Refunding Bonds, Series 2026, in one or more series, in an aggregate amount not to exceed $435,355,000, for debt service savings; levying a continuing direct annual ad valorem tax for the payment of such Bonds; and resolving other matters which are necessary to effectuate such issuance; including the delegation of matters relating to the sale and issuance of such Bonds to an authorized City official within certain specified parameters.

RECEIVED
By City Clerk's Office at 10:32 am, Apr 03, 2026

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Office of the City Manager

AGENDA DATE: 4/14/26

PUBLIC HEARING DATE: 4/14/26

CONTACT PERSON NAME: Robert Cortinas **PHONE NUMBER:** 915-212-1067

2nd CONTACT PERSON NAME: Margarita Marin **PHONE NUMBER:** 915-212-1174

DISTRICT(S) AFFECTED: All

AGENDA ITEM:

An Ordinance authorizing the issuance of City of El Paso, Texas, General Obligation Refunding Bonds, Series 2026, in one or more series, in an aggregate amount not to exceed $435,355,000, for debt service savings; levying a continuing direct annual ad valorem tax for the payment of such Bonds; and resolving other matters which are necessary to effectuate such issuance; including the delegation of matters relating to the sale and issuance of such Bonds to an authorized City official (City Manager or Chief Financial Officer) within certain specified parameters.

ISSUE STATEMENT:

Approve the parameters for the issuance of the General Obligation Refunding Bonds Series 2026.

BACKGROUND:

Proceeds from the sale of the Bonds will be used to refund a portion of the City's presently outstanding obligations: Combination Tax and Revenue Certificates of Obligation Series 2014, General Obligation Refunding Bonds Taxable Series 2014, Combination Tax and Airport Revenue Certificates of Obligation Taxable Series 2014,General Obligation Refunding and Improvement Bonds Series 2015, Combination Tax and Revenue Certificates of Obligation Series 2015, General Obligation Bonds Series 2016, Combination Tax and Revenue Certificates of Obligation Series 2016 and General Obligation Refunding Bonds Series 2016. Refunding will provide a present value debt service savings of at least 3% net of any City contribution with a maximum maturity date for any series of bonds issued not to exceed August 15, 2042. The aggregate true interest cost rate for the bonds shall not exceed 5.00%.

COUNCIL OPTIONS:

Approve the Ordinance as presented.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

Reviewed by Bond Counsel, Municipal Advisor and City Officials (City Manager, City Attorney, Chief Financial Officer and Comptroller)

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

Notice of the public hearing was posted on April 3, 2026 in El Paso Times.

RELATED CITY POLICIES:

Debt Management Policy

PRIOR COUNCIL ACTION:

General Obligation Refunding Bonds, Series 2025 approved by Council on 6/24/2025

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

$ 435,355,000 - Debt Service Fund 1100

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

Ordinance

FOR MORE INFORMATION:

Robert Cortinas 915-212-1067 CortinasR@elpasotexas.gov

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

SIGNATURE: _____

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

ORDINANCE NO. _____

CITY OF EL PASO, TEXAS
GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2026

Adopted: April 14, 2026

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RECEIVED
By City Clerks at 2:43 pm, Apr 02, 2026

ORDINANCE NO. _____

AN ORDINANCE authorizing the issuance of City of El Paso, Texas, General Obligation Refunding Bonds, Series 2026, in one or more series, in an aggregate amount not to exceed $435,355,000, for debt service savings; levying a continuing direct annual ad valorem tax for the payment of such Bonds; and resolving other matters which are necessary to effectuate such issuance; including the delegation of matters relating to the sale and issuance of such Bonds to an authorized City official within certain specified parameters

WHEREAS, the City Council of the City of El Paso, Texas (the "City") has heretofore issued, sold, and delivered, and there are currently outstanding obligations of the City (hereinafter referred to as the "Refundable Obligations"), to wit: (1) "*City of El Paso, Texas, General Obligation Refunding Bonds, Taxable Series 2014*," dated January 1, 2014; (2) "*City of El Paso, Texas, General Obligation Refunding and Improvement Bonds, Series 2014*," dated April 1, 2014; (3) "*City of El Paso, Texas, Combination Tax and Airport Revenue Certificates of Obligation, Taxable Series 2014*," dated April 1, 2014; (4) "*City of El Paso, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2014*," dated July 15, 2014; (5) "*City of El Paso, Texas, General Obligation Refunding and Improvement Bonds, Series 2015*," dated July 1, 2015; (6) "*City of El Paso, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2015*," dated July 1, 2015; (7) "*City of El Paso, Texas, General Obligation Refunding Bonds, Series 2016*," dated May 15, 2016; (8) "*City of El Paso, Texas, General Obligation Bonds, Series 2016*," dated June 1, 2016; and (9) "*City of El Paso, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2016*," dated June 1, 2016; and

WHEREAS, pursuant to the provisions of Texas Government Code, Chapter 1207, as amended ("Chapter 1207"), the City Council of the City is authorized to issue refunding bonds and deposit the proceeds of sale directly with any place of payment for the Refundable Obligations, or other authorized depository, and such deposit, when made in accordance with Chapter 1207, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refundable Obligations; and

WHEREAS, the City shall by this Ordinance, in accordance with the applicable provisions of Chapter 1207, and Texas Government Code, Chapter 1371, as amended ("Chapter 1371"), delegate to a Pricing Officer (hereinafter designated) the authority to determine the principal amount of Bonds to be issued and negotiate the terms of sale thereof and to select the specific maturities (whole or part) of the Refundable Obligations to be refunded; and

WHEREAS, the City Council hereby finds and determines that it is a public purpose and in the best interests of the City to authorize the issuance of Bonds in one or more series with the terms of such Bonds to be included in one or more pricing certificates (each a "Pricing Certificate") to be executed by the Pricing Officer (hereafter designated), all in accordance with the provisions of Chapter 1207 and Chapter 1371 as applicable; now, therefore:

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

SECTION 1: Definitions, Findings and Interpretation

(a) Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise, in this Ordinance, the following terms shall have the meanings specified below:

"Attorney General" means the Attorney General of the State of Texas.

"Bond" means any of the Bonds.

"Bond Date" means the date designated as the Bond Date in the applicable Pricing Certificate.

"Bonds" means the City of El Paso, Texas, General Obligation Refunding Bonds, Series 2026, authorized by Section 2 of this Ordinance, and any additional or different series specified in an applicable Pricing Certificate.

"Bond Counsel" means Norton Rose Fulbright US LLP, or such other firm of nationally recognized bond attorneys experienced in the issuance of bonds and acceptable to the City.

"Business Day" means any day other than a Saturday, Sunday or legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located in the State of Texas are generally authorized or obligated by law or executive order to close.

"Chapter 1207" means Texas Government Code, Chapter 1207, as amended.

"Chapter 1371" means Texas Government Code, Chapter 1371, as amended.

"City" means the City of El Paso, Texas.

"City Council" means the governing body of the City of El Paso, Texas.

"Closing Date" means, with respect to each series of Bonds issued hereunder, the date of the initial delivery of and payment for such series Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, including the regulations and published rulings thereunder.

"Comptroller" means the Comptroller of Public Accounts of the State of Texas.

"Debt Service Requirements" means with respect to each series of Bonds issued hereunder: (i) the interest on the applicable series of Bonds; and (ii) the principal amounts due in accordance with the schedule appearing in the Pricing Certificate executed pursuant to this Ordinance with respect to such series of Bonds (which shall not be less than 2% of the original par amount of such series of Bonds as a sinking fund each year).

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named herein, its designated office specified in the Pricing Certificate, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor

Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Escrow Agent" means any Escrow Agent appointed and approved in an applicable Pricing Certificate.

"Escrow Agreement" means any Escrow Agreement by and between the City and the Escrow Agent appointed and approved in an applicable Pricing Certificate.

"Escrow Fund" shall have the meaning set forth in Section 17 hereof.

"Fiscal Year" means the annual financial accounting period used by the City now ending on August 31 of each year; provided, however, the City Council may change, by ordinance duly passed, such annual financial accounting period to end on another date if such change is found and determined to be necessary for accounting purposes and to be consistent with the ordinances authorizing the additional obligations of the City.

"Government Securities," unless otherwise specified in the applicable Pricing Certificate, means: (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds.

"Holders" shall have the meaning set forth in Section 5 hereof.

"Initial Bond" means the Initial Bond authorized by Section 9 of this Ordinance.

"Interest and Sinking Fund" means each fund created and established with respect to each series of Bonds issued hereunder in accordance with Section 11 hereof. Specific Interest and Sinking Funds for each series of Bonds shall be established in the applicable Pricing Certificate.

"Interest Payment Date" means the date or dates on which interest on or the principal of each series of Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15, commencing on the date specified in the applicable Pricing Certificate.

"Issue of Bonds" means one or more series of Bonds and other tax-exempt obligations that are sold within 15 days of the first date on which there is a binding written contract for the sale or exchange of any such Bonds and which are part of the same issue pursuant to section 1.150-1(c) of the Regulations.

"MSRB" means the Municipal Securities Rulemaking Board.

"Outstanding" when used in this Ordinance with respect to any series of Bonds means, as of the date of determination, all Bonds of such series theretofore issued and delivered under this Ordinance, except:

(1) those Bonds of such series cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Bonds of such series deemed to be duly paid by the City in accordance with the provisions of Section 13 hereof; and

(3) those mutilated, destroyed, lost, or stolen Bonds of such series which have been replaced with Bonds registered and delivered in lieu thereof as provided in Section 12 hereof.

"Owner" means the person who is the registered owner of a Bond or Bonds.

"Paying Agent/Registrar" means Computershare Trust Company, N.A. (or such other entity or banking association determined by the Pricing Officer in the Pricing Certificate), or any successor thereto or replacement therefor as provided in this Ordinance.

"Pricing Certificate" means collectively one or more pricing certificates that set forth the terms of one or more series of the Bonds in accordance with Section 4 of this Ordinance and executed by the Pricing Officer, all in accordance with the provisions of Chapter 1207 and Chapter 1371.

"Pricing Officer" means the City Manager of the City or the Chief Financial Officer of the City, each acting in such capacity severally and not jointly.

"Purchasers" means collectively the initial purchasers of each series of Bonds issued hereunder as named in the Pricing Certificate.

"Record Date" means with respect to each interest payment date for each series of Bonds, the close of business on the last business day of the month preceding such interest payment date.

"Refundable Obligations" means collectively the (1) "City of El Paso, Texas, General Obligation Refunding Bonds, Taxable Series 2014," dated January 1, 2014; (2) "City of El Paso, Texas, General Obligation Refunding and Improvement Bonds, Series 2014," dated April 1, 2014; (3) "City of El Paso, Texas, Combination Tax and Airport Revenue Certificates of Obligation, Taxable Series 2014," dated April 1, 2014; (4) "City of El Paso, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2014," dated July 15, 2014; (5) "City of El Paso, Texas, General Obligation Refunding and Improvement Bonds, Series 2015," dated July 1, 2015; (6) "City of El Paso, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2015," dated July 1, 2015; (7) "City of El Paso, Texas, General Obligation Refunding

Bonds, Series 2016," dated May 15, 2016; (8) "City of El Paso, Texas, General Obligation Bonds, Series 2016," dated June 1, 2016; and (9) "City of El Paso, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2016," dated June 1, 2016.

"Refunded Obligations" means those Refundable Obligations actually refunded, as identified in the applicable Pricing Certificate

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Rule" means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

"SEC" means the United States Securities and Exchange Commission.

"Security Register" means the Security Register specified in Section 5 of this Ordinance.

"Stated Maturity" means the principal amounts due in accordance with the schedule(s) appearing in the applicable Pricing Certificate.

(b) Findings. The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

(c) Table of Contents, Titles and Headings. The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

(d) Interpretation. Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Ordinance.

SECTION 2: Authorization - Series Designation - Principal Amount - Purpose - Bond Date.

(a) Authorization, Series Designation, Principal Amount. General obligation bonds of the City shall be and are hereby authorized to be issued, in one or more taxable or tax-exempt series, in the maximum aggregate principal amount set forth in Section 4 hereof. Unless otherwise specified in a Pricing Certificate, such general obligation bonds shall be designated and bear the title the "CITY OF EL PASO, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2026" (the "Bonds") and/or such additional or different series or subseries as

specified by the Pricing Officer in an applicable Pricing Certificate. The Bonds are authorized to be issued for the purposes of providing funds (1) for the discharge and final payment of all or a portion of the Refundable Obligations (those Refundable Obligations actually refunded, as identified in the applicable Pricing Certificate, are referred to herein as the "Refunded Obligations"); and (2) to pay the costs and expenses of issuing the Bonds, all as provided in the applicable Pricing Certificate and in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Chapter 1207, Chapter 1371, and the Charter of the City.

(b) Bond Date. Each series of Bonds shall be dated (the "Bond Date") as provided in the applicable Pricing Certificate.

SECTION 3: Fully Registered Obligations - Terms. The Bonds shall be issued as fully registered obligations, without coupons, shall be in denominations of $5,000 or any integral multiple (within a Stated Maturity) thereof, shall be lettered "R" and numbered consecutively from One (1) upward and principal shall become due and payable on a date certain in each of the years and in amounts (the "Stated Maturities") and bear interest at the rate(s) per annum in accordance with the details of the Bonds as set forth in the applicable Pricing Certificate.

The Bonds shall bear interest on the unpaid principal amounts from the date specified in the applicable Pricing Certificate at the rate(s) per annum shown in the Pricing Certificate (calculated on the basis of a 360-day year consisting of twelve 30-day months). Interest on the Bonds shall be payable in each year, on the dates, and commencing on the date, set forth in the applicable Pricing Certificate.

SECTION 4: Delegation of Authority to Pricing Officer. (a) As authorized by Chapter 1207 and Chapter 1371, each of the City Manager and the Chief Financial Officer of the City (either one of them, a "Pricing Officer") is hereby authorized to act on behalf of the City in selling and delivering the Bonds, in one or more series, taxable or tax-exempt, and carrying out the other procedures specified in this Ordinance, including selection of the specific maturities of the Refundable Obligations to be refunded, determining the aggregate original principal amount of each series of Bonds, the date of each series of Bonds, any additional or different designation or title by which each series of Bonds shall be known, determining whether the Bonds shall be issued in one or more series, the price at which the Bonds will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which each series of the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment dates, the record date, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, the designation of an escrow agent, if applicable, satisfying the requirements of Chapter 1207, the terms of any bond insurance applicable to the Bonds, any amendments or modifications to the continuing disclosure undertaking set forth in Section 33 hereof, the designation of one or more funds for the payment of the Bonds, and all other matters relating to the issuance, sale, and delivery of the Bonds; all of which shall be specified in one or more applicable Pricing Certificates, provided that:

(i) the aggregate original principal amount of the Bonds shall not exceed $435,355,000;

(ii) the refunding of the Refunded Obligations must produce present value debt service savings of at least three percent (3.00%), net of any City contribution;

(iii) the aggregate true interest cost rate for the Bonds shall not exceed 5.00%; and

(iv) the maximum maturity date for any series of Bonds issued hereunder shall not exceed December 31, 2042.

The execution of the applicable Pricing Certificate shall evidence the sale date of the applicable series of Bonds by the City to the Purchasers of such Bonds as identified in the applicable Pricing Certificate.

If the Pricing Officer determines that bond insurance results in a net reduction of the City's interest costs associated with one or more series of the Bonds, then the Pricing Officer is authorized, in connection with effecting the sale of the Bonds, to obtain from a municipal bond insurance company (the "Insurer") a municipal bond insurance policy in support of one or more series of the Bonds. To that end, should the Pricing Officer exercise such authority and commit the City to obtain a municipal bond insurance policy, for so long as such policy is in effect, the requirements of the Insurer relating to the issuance of such policies are incorporated by reference into this Ordinance and made a part hereof for all purposes, notwithstanding any other provision of this Ordinance to the contrary. Each of the City Manager of the City, the Chief Financial Officer of the City, and the Pricing Officer shall have the authority to execute any documents to effect the issuance of such policy by the Insurer.

(b) In establishing the aggregate principal amount of each series of the Bonds, the Pricing Officer shall establish an amount for such series not exceeding the amount authorized in Subsection (a) above, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer within 365 days of the date of adoption of this Ordinance. The Pricing Officer may exercise such delegation on more than one occasion during such time period.

SECTION 5: Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on each series of Bonds, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of such series of Bonds (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar, and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of Computershare Trust Company, N.A., or such other entity or banking association determined by the Pricing Officer in the applicable Pricing Certificate, to serve as Paying Agent/Registrar for the Bonds is hereby approved and confirmed. Books and records relating to the registration, payment, exchange and transfer of the Bonds (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a "Paying

Agent/Registrar Agreement," substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Pricing Officer is hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Bonds. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution, or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

The Bonds shall be payable at their Stated Maturities or upon their earlier redemption, only upon the presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices in St. Paul, Minnesota, or such other office designated by the Pricing Officer in the Pricing Certificate (the "Designated Payment/Transfer Office"); provided, however, while a Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount thereof may be accomplished without presentation and surrender of such Bond. Interest on a Bond shall be paid by the Paying Agent/Registrar to the Holders whose names appears in the Security Register at the close of business on the Record Date, which is the close of business on the last business day of the month preceding each interest payment date, and such interest payments shall be made (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a non-payment of interest on one or more maturities of the Bonds on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such past due interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder of the Bonds appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 6: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. A Security Register relating to the registration, payment, and transfer or exchange of the Bonds shall at all times be kept and maintained by the City at the Designated Payment/Transfer Office of the Paying Agent/Registrar, as provided herein and in accordance with the provisions of the Paying Agent/Registrar Agreement and such rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every Holder of the Bonds issued under and

pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Bond may be transferred or exchanged for Bonds of like maturity and amount and in authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar at its Designated Payment/Transfer Office for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for assignment or transfer of any Bond (other than the Initial Bond authorized in Section 9 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, one or more new Bonds, executed on behalf of and furnished by the City, shall be registered and issued to the assignee or transferee of the previous Holder; such Bonds to be of authorized denominations, of like Stated Maturity, and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds (other than the Initial Bond authorized in Section 9 hereof) may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds, executed on behalf of and furnished by the City, to the Holder requesting the exchange.

All Bonds issued upon any such transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay and entitled to the same benefits under this Ordinance, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered, and delivered in lieu thereof pursuant to the provisions of Section 12 hereof, and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Bond; provided, however, such limitation on transferability shall not

be applicable to an exchange by the Holder of the unredeemed balance of a Bond called for redemption in part.

SECTION 7: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 5 and 6 hereof relating to the payment and transfer/exchange of the Bonds, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement, and transfer system provided by The Depository Trust Company (DTC), a limited purpose trust company organized under the laws of the State of New York, in accordance with the requirements and procedures identified in the current DTC Operational Arrangements memorandum, as amended, the Blanket Issuer Letter of Representation, by and between the City and DTC, and the Letter of Representation from the Paying Agent/Registrar to DTC (collectively, the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold such Bonds for its participants (the "DTC Participants"). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general, the City covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar, and payment of such Bonds shall be made in accordance with the provisions of Sections 5 and 6 hereof.

SECTION 8: Execution - Registration. Each series of Bonds shall be executed on behalf of the City by the Mayor or Mayor Pro Tem under the City's seal reproduced or impressed thereon and attested by the City Clerk or Alternate City Clerk. The signature of such officials on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officials of the City as of the date of the adoption of this Ordinance shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 10(c), manually executed by the Comptroller, or his or her duly authorized agent, or a certificate of registration substantially in the form provided in Section 10(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered, and delivered.

SECTION 9: Initial Bond. The Bonds herein authorized shall be initially issued as a single, fully registered Bond in the aggregate principal amount noted and principal installments to become due and payable as provided in the applicable Pricing Certificate and numbered T-1 (hereinafter called the "Initial Bond"), and the Initial Bond shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bond shall be the Bond submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bond, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bond delivered hereunder and exchange therefor definitive Bonds of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 10: Forms.

(a) Forms Generally. The Bonds, the Registration Certificate of the Comptroller, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and, with the Bonds to be completed and modified with the information set forth in the applicable Pricing Certificate, may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends on insured Bonds and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the Pricing Officer. Each Pricing Certificate shall set forth the final and controlling forms and terms of the Bonds. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds and the Initial Bond shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

(b) Form of Bonds.

REGISTERED NO. R-_____ PRINCIPAL AMOUNT $_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF EL PASO, TEXAS
GENERAL OBLIGATION REFUNDING BOND
[TAXABLE] SERIES 2026

Bond Date:	Interest Rate:	Stated Maturity:	CUSIP No.
_____	_____	_____	_____

Registered Owner:

Principal Amount: DOLLARS

The City of El Paso (hereinafter referred to as the "City"), a body corporate and political subdivision in the County of El Paso, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is prior to the initial interest payment date in which case it shall bear interest from the date of its delivery to the initial purchasers) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing _____, until maturity or prior redemption. Principal of this Bond is payable at its Stated Maturity or redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Bond. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the series specified in its title issued in the aggregate principal amount of $_____ (herein referred to as the "Bonds") for the purpose of providing funds (1) for the discharge and final payment of certain outstanding obligations of the City (the "Refunded Obligations"); and (2) to pay the costs and expenses of issuing the Bonds, under and in strict conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapters 1207 and 1371, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

[The Bonds maturing on the dates hereinafter identified (the "Term Bonds") are subject to mandatory redemption prior to maturity with funds on deposit in the Interest and Sinking Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the date of redemption, and without premium, on the dates and in the principal amounts as follows:

Term Bonds due _____, 20__		Term Bonds due _____, 20__	
Redemption Date	Principal Amount	Redemption Date	Principal Amount
____, 20__	$___,000	_____, 20__	$___,000
____, 20__	$___,000	_____, 20__	$___,000
____, 20__ (maturity)	$___,000	_____, 20__ (maturity)	$___,000

The particular Term Bonds of a Stated Maturity to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Bonds for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Bonds of like Stated Maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.]

The Bonds maturing on and after _____, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on _____, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to the date fixed for any redemption of Bonds, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Bond to be redeemed, in whole or in part, at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Bond (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Bond (or the portion of its principal sum to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor; provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the principal amount of a Bond is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the

City and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed in part.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that such redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity or redemption, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal at the Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a Bond on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest

have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each registered owner of a Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the City have been properly done, have happened, and have been performed in regular and due time, form, and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Bonds do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforestated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be duly executed under the official seal of the City.

CITY OF EL PASO, TEXAS

_____

ATTEST: [Mayor][Mayor Pro Tem]

_____

[City Clerk][Alternate City Clerk]

(SEAL)

(c) Form of Registration Certificate of Comptroller to appear on Initial Bond only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	)	
	)	
OF PUBLIC ACCOUNTS	)	REGISTER NO. _____
	)	
THE STATE OF TEXAS	)	

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

(SEAL)

_____
[Acting] Comptroller of Public Accounts
of the State of Texas

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered under the provisions of the within-mentioned Ordinance; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar in St. Paul, Minnesota, is the designated payment/transfer Office for this Bond.

COMPUTERSHARE TRUST COMPANY,
N.A., as Paying Agent/Registrar

Registration Date:

_____

By:_____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____
_____
_____
(Social Security or other identifying number: _____
_____) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____
_____
attorney to transfer the within Bond on the books kept for registration thereof, with full power of

substitution in the premises.

DATED:_____ _____

Signature guaranteed:

_____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

(f) The Initial Bond shall be in the form set forth therefor in paragraph (b) of this Section, except as follows:

Heading and paragraph one shall be amended to read as follows:

NO. T-1 $_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF EL PASO, TEXAS
GENERAL OBLIGATION REFUNDING BOND
[TAXABLE] SERIES 2026

Bond Date:

_____

Registered Owner:

Principal Amount: DOLLARS

The City of El Paso (hereinafter referred to as the "City"), a body corporate and political subdivision in the County of El Paso, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the registered owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on _____ in the years and in principal installments in accordance with the following schedule:

Stated Maturity	Principal Amount	Interest Rate(s)

(Information to be inserted from Pricing Certificate).

(or so much principal thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal installments hereof from the date of its delivery at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____, and each _____ 15 and _____ 15 thereafter, until maturity or prior redemption. Principal installments of this Bond are payable in the year of maturity or on a redemption date to the registered owner hereof by Computershare Trust Company, N.A. (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in St. Paul, Minnesota (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Bond whose name appears on the

"Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the registered owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

SECTION 11: Levy of Taxes. To provide for the Debt Service Requirements of each series of Bonds there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the City, within the limitations by law, prescribed sufficient to pay the Debt Service Requirements on each series of Bonds as the same becomes due and payable; and such tax hereby levied on each one hundred dollars' valuation of taxable property in the City for the payment of the Debt Service Requirements of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the Debt Service Requirements on each series of Bonds while such Bonds are Outstanding; full allowance being made for delinquencies and costs of collection; the taxes levied, assessed, and collected for and on account of the Bonds shall be accounted for separate and apart from all other funds of the City and shall be deposited in one or more special funds as specified in one or more Pricing Certificates by the Pricing Officer (each an "Interest and Sinking Fund") to be maintained at an official depository of the City's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of each series of Bonds.

PROVIDED, however, in regard to any payment to become due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date, sufficient current funds will be available and are hereby appropriated to make such payments; and the Mayor, City Manager, and Chief Financial Officer of the City, individually or jointly, are hereby authorized and directed to transfer and deposit in the applicable Interest and Sinking Fund such current funds which, together with the accrued interest received from the initial purchasers, will be sufficient to pay the payments due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date.

The Mayor, City Manager, and Chief Financial Officer of the City, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Bonds, from funds on deposit in the applicable Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of each series of Bonds as the same accrues or matures or comes due by reason of redemption prior to maturity; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Bonds.

SECTION 12: Mutilated – Destroyed - Lost and Stolen Bonds. In case any Bond shall be mutilated, or destroyed, lost, or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond; and with respect to a lost, destroyed, or stolen Bond, a replacement Bond may be issued only upon the approval of the City and after (i) the filing by the Holder with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss, or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, or destroyed, lost, or stolen.

Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation of the City, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds, notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

SECTION 13: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance and the applicable Pricing Certificate, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds or any principal amount(s) shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities shall mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the Bonds on the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. In the event of a defeasance of the Bonds, the City shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent certified public accountant, or another qualified third party concerning the sufficiency of the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Bonds. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause any Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

The City reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Securities for the Government Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the City moneys in excess of the amount required for such defeasance.

Upon such deposit as described above, such Bonds shall no longer be regarded to be outstanding or unpaid. Provided, however, the City has reserved the option, to be exercised at the time of the defeasance of the Bonds, to call for redemption, at an earlier date, those Bonds which have been defeased to their maturity date, if the City: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the Holders of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

SECTION 14: Ordinance a Contract - Amendments - Outstanding Bonds. This Ordinance, together with the applicable Pricing Certificate authorizing the specific series of Bonds, shall constitute a contract with the Holders from time to time of such series of Bonds, be binding on the City, and shall not be amended or repealed by the City so long as any Bond of the applicable series remains Outstanding except as permitted in this Section and in Section 33 hereof. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance or any provision in the Pricing Certificate in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Holders who own a majority of the aggregate of the principal amount of the Bonds of the applicable series then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance or any provision in the applicable Pricing Certificate; provided that, without the consent of all Holders of the Outstanding Bonds of the applicable series, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of and interest on such series of Bonds, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on such series of Bonds, (2) give any preference to any such Bond over any other Bond of the applicable series, or (3) reduce the aggregate principal amount of such series of Bonds required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 15: Covenants to Maintain Tax-Exempt Status of Bonds.

This Section 15 applies with respect to each Issue of Bonds issued on a tax-exempt basis.

(a) Definitions. When used in this Section, the following terms have the following meanings:

"Closing Date" means the date on which such Issue of Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of such Issue of Bonds.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of such Issue of Bonds are invested and which is not acquired to carry out the governmental purposes of such Issue of Bonds.

"Rebate Amount" with respect to such Issue of Bonds has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) such Issue of Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction, or improvement of which is to be financed (or refinanced) directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond that is part of such Issue of Bonds to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond that is part of such Issue of Bonds, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of such Issue of Bonds:

(i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of such Issue of Bonds (including property financed with Gross Proceeds of the Refunded Obligations), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department, and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of such Issue of Bonds (including property financed with Gross Proceeds of the Refunded Obligations) or any property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of such Issue of Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed, or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of such Issue of Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of such Issue of Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause such Issue of Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six (6) years after the day on which the last outstanding Bond that is part of such Issue of Bonds is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of such Issue of Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of such Issue of Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of such Issue of Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to ensure the excludability of the interest thereon from the gross income of the Holders thereof for federal income tax purposes, the City shall pay to the United States from an appropriate fund, or if permitted by applicable Texas statute, regulation, or opinion of the Attorney General of the State of Texas, the applicable Interest and Sinking Fund, the amount that when added to the future value of previous rebate payments made for such Issue of Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place, and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the final Stated Maturity or final payment of such Issue of Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to

subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of such Issue of Bonds not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer, and City Clerk of the City, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as one or more of such persons deems necessary or appropriate in connection with each Issue of Bonds, in the Certificate as to Tax Exemption, or similar or other appropriate certificate, form, or document.

(k) Bonds Not Hedge Bonds. (1) At the time the original obligations refunded by the Bonds were issued, the City reasonably expected to spend at least 85% of the spendable proceeds of such original obligations within three years after such obligations were issued and (2) not more than 50% of the proceeds of the original obligations refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

(l) Current Refunding. The payment and discharge of the Refunded Obligations will occur within ninety (90) days after the issuance of the Bonds.

SECTION 16: Sale of Bonds – Official Statement. The Bonds authorized by this Ordinance may be sold by the City to the Purchasers by (i) negotiated sale, in accordance with one or more bond purchase agreements (each, a "Purchase Contract"), (ii) private placement, in accordance with one or more agreements to purchase or other agreement, or (iii) competitive bidding, in accordance with the successful bids submitted therefor, as determined by the Pricing Officer, in accordance with Section 4 hereof. The Pricing Officer is hereby authorized and directed to execute each Purchase Contract, agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable, for and on behalf of the City and as the act and deed of this City Council.

With regard to the terms and provisions of a Purchase Contract executed as a result of a negotiated sale, the Pricing Officer is hereby authorized to come to an agreement with the Purchasers on the following, among other matters:

1. The details of the purchase and sale of the Bonds;
2. The details of the public offering of the Bonds by the Purchasers;
3. The details of an Official Statement (and, if appropriate, any Preliminary Official Statement) relating to the Bonds and the City's Rule 15c2-12 compliance;
4. A security deposit for the Bonds;
5. The representations and warranties of the City to the Purchasers;
6. The details of the delivery of, and payment for, the Bonds;
7. The Purchasers' obligations under the Purchase Contract;
8. The certain conditions to the obligations of the City under the Purchase Contract;
9. Termination of the Purchase Contract;

10. Particular covenants of the City;

11. The survival of representations made in the Purchase Contract;

12. The payment of any expenses relating to the Purchase Contract;

13. Notices; and

14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Bonds.

The Pricing Officer is hereby authorized and directed to execute the Purchase Contract for and on behalf of the City and as the act and deed of this City Council.

The Mayor and City Clerk of the City, and the Pricing Officer, are further authorized and directed to manually or electronically execute and deliver for and on behalf of the City copies of a Preliminary Official Statement and Official Statement, prepared in connection with the offering of the Bonds by the Purchasers, in final form as may be required by the Purchasers, and such final Official Statement in the form and content as approved by the Pricing Officer or as manually or electronically executed by such officials shall be deemed to be approved by the City Council of the City and constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 17: Escrow Agreement. An "Escrow Agreement" (the "Escrow Agreement") by and between the City and an authorized escrow agent (the "Escrow Agent"), if any such agreement is required in connection with the issuance of a series of Bonds, shall be attached to, and approved in, the applicable Pricing Certificate. Such Escrow Agreement(s) are hereby authorized to be finalized and executed by the Pricing Officer for and on behalf of the City and as the act and deed of this City Council; and such Escrow Agreement(s) as executed by the Pricing Officer shall be deemed approved by the City Council and constitute the Escrow Agreement(s) herein approved. With regard to the finalization of certain terms and provisions of the Escrow Agreement(s), the Pricing Officer is hereby authorized to come to an agreement with the Escrow Agent on the following details, among other matters:

(1) The identification of the Refunded Obligations;

(2) The creation and funding of the Escrow Fund or Funds; and

(3) The Escrow Agent's compensation, administration of the Escrow Fund or Funds, and the settlement of any paying agents' charges relating to the Refunded Obligations.

Furthermore, appropriate officials of the City in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of any escrowed securities referenced in the Escrow Agreement(s) (the "Escrowed Securities") and the delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the Purchasers for deposit to the credit of the escrow fund specified in the applicable Escrow Agreement (each, an "Escrow Fund"); all as contemplated and provided in Chapter 1207, the Ordinance, the Pricing Certificate, and the Escrow Agreement(s). To the extent permitted by the Escrow Agreement and if the Pricing Officer determines such an arrangement is in the City's best interest, the Pricing Officer is authorized to direct the Escrow Agent to reinvest cash balances representing receipts from the Escrowed Securities, make substitutions of the Escrowed Securities or redeem the

Escrowed Securities and reinvest the proceeds thereof in substituted Escrowed Securities and authorize the Escrow Agent to enter into any associated contract with a provider of such Escrowed Securities as long as any such substituted Escrowed Securities mature on the dates and in the amounts specified in a verification report as sufficient to pay the principal of and redemption premium, if any, and interest on the Refunded Obligations when due. All Escrowed Securities delivered under such an arrangement shall be delivered to the Escrow Agent on a "delivery versus payment" basis. To the extent the Pricing Officer determines such an arrangement is in the City's best interest, the Pricing Officer is authorized to sign any associated contract, agreement, certificate or instruction letter with respect to such arrangement.

On or immediately prior to the date of the delivery of the Bonds to the Purchasers, the Pricing Officer shall also cause to be deposited (and is hereby authorized to cause to be deposited) with the Escrow Agent from moneys on deposit in the debt service fund(s) maintained for the payment of the Refunded Obligations an amount, if any, which, together with the proceeds of sale, and the investment earnings thereon, will be sufficient to pay in full the Refunded Obligations (or the amount of accrued interest due thereon) scheduled to mature and authorized to be redeemed on the earliest date established in the Pricing Certificate for the redemption of any of the Refunded Obligations (or the earliest date of payment, to be made from moneys in the Escrow Fund(s), as established in the Pricing Certificate, of the amount of accrued interest due thereon).

SECTION 18: Refunded Obligations.

(a) In order to provide for the refunding, discharge, and retirement of the Refunded Obligations, the Refunded Obligations identified, described, and in the amounts set forth in the applicable Pricing Certificate, are called for redemption on the first date such Refunded Obligations are subject to redemption or such other date specified by the Pricing Officer in the Pricing Certificate at the price of par plus accrued interest to the redemption date(s), and notice of such redemption shall be given in accordance with the applicable provisions of the ordinance(s) adopted by the City Council of the City which authorized the issuance of the Refunded Obligations. The Pricing Officer is hereby authorized and directed to issue or cause to be issued a Notice of Redemption for each series of the Refunded Obligations in substantially the form(s) set forth as an exhibit to the Pricing Certificate, to the paying agent/registrar(s) for the Refunded Obligations, in accordance with the redemption provisions applicable to the Refunded Obligations.

(b) The paying agent/registrar(s) for the Refunded Obligations is hereby directed to provide the appropriate notice of redemption as required by the ordinance(s) authorizing the Refunded Obligations and is hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on the redemption date.

(c) The source of funds for payment of the principal of and interest on the Refunded Obligations on their respective maturity or redemption date(s) shall be from the funds deposited with the Escrow Agent, pursuant to the Escrow Agreement finalized by the Pricing Officer and approved in Section 17 of this Ordinance and by the Pricing Officer in the Pricing Certificate, if applicable, or deposited with the paying agent/registrar(s) for the Refunded Obligations.

SECTION 19: Control and Custody of Bonds. The Mayor shall be and is hereby authorized to take and have charge of all necessary ordinances, resolutions, orders and records,

including the definitive Bonds and the Initial Bond, pending the investigation and approval of the Initial Bond by the Attorney General of the State of Texas, and the registration of the Initial Bond to the Comptroller and the delivery thereof to the Purchasers.

Furthermore, the Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer, and City Clerk of the City, any one or more of such officials, are hereby authorized and directed to furnish and execute such documents and certifications relating to the City and the issuance of each series of Bonds, including a certification as to facts, estimates, circumstances, and reasonable expectations pertaining to the use, expenditure, and investment of the proceeds of the Bonds, as may be necessary for the issuance of the Bonds, the approval of the Attorney General, the registration by the Comptroller, and the delivery of the Bonds to the Purchasers and, together with the City's financial advisor, bond counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond to the Purchasers and the initial exchange thereof for definitive Bonds.

SECTION 20: Proceeds of Sale. Immediately following the delivery of each series of Bonds, the proceeds of sale (less those proceeds of sale designated to pay costs of issuance, amounts to pay municipal bond insurance premium, if any, any accrued interest received from the Purchasers of the Bonds) shall be deposited with the Escrow Agent, or with the paying agent/registrar(s) for the Refunded Obligations, for the payment and redemption of the Refunded Obligations in such amounts as provided in the applicable Pricing Certificate. The proceeds of sale of the Bonds not so deposited with the Escrow Agent or paying agent/registrar(s) for the Refunded Obligations shall be disbursed for payment of costs of issuance, disbursed for the payment of municipal bond insurance premium, if any, or deposited in the Interest and Sinking Fund for the applicable series of Bonds, all in accordance with the terms of the applicable Pricing Certificate. Accrued interest and premium in the amount, if any, specified in the applicable Pricing Certificate received from the sale of the Bonds shall be deposited to the credit of the applicable Interest and Sinking Fund. Such proceeds of sale may be invested in authorized investments and any investment earnings realized may be (with respect to the accrued interest received from the Purchasers) deposited in the applicable Interest and Sinking Fund as shall be determined by the City Council of the City.

Additionally, the Pricing Officer shall determine the amount, if any, of any City contribution to the refunding of the Refunded Obligations from moneys on deposit in the interest and sinking fund(s) maintained for the payment of the Refunded Obligations, as provided in the applicable Pricing Certificate.

SECTION 21: Notices to Holders-Waiver. Wherever this Ordinance or the applicable Pricing Certificate provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case in which notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Ordinance or the applicable Pricing Certificate provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of

notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 22: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be returned to the City.

SECTION 23: Bond Counsel Opinion. The obligation of the Purchasers to accept delivery of each series of Bonds is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Bond Counsel to the City, approving the Bonds as to their validity, such opinion to be dated and delivered as of the date of delivery and payment for the Bonds. A true and correct reproduction of such opinion is hereby authorized to be printed on the Bonds, or an executed counterpart thereof is hereby authorized to be either printed on definitive printed obligations or deposited with DTC along with the global certificates for the implementation and use of the Book-Entry-Only System used in the settlement and transfer of the Bonds. The City Council confirms the prior engagement of Norton Rose Fulbright US LLP as the City's bond counsel.

SECTION 24: Further Procedures. The Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer, and City Clerk of the City and all other officers, employees and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the seal of the City and on behalf of the City all agreements, instruments, or such other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Bonds, and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of each series of Bonds, the Mayor, Mayor Pro Tem, City Clerk, Alternate City Clerk, City Manager, and/or Chief Financial Officer of the City and its Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance: (i) in order to cure any technical ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Additionally, the Mayor, Mayor Pro Tem, the City Clerk, the Alternate City Clerk, the City Manager of the City, the Chief Financial Officer of the City or the Pricing Officer may execute, authenticate, certify, or endorse or authorize to be executed, authenticated, certified, or endorsed with such officer's facsimile signature instead of the officer's manual signature any

written agreement, including a contract, purchase order or surety bond, and any related document, including an application, certificate, or approval. For purposes of this Ordinance, "facsimile signature" means a reproduction of the manual signature of an authorized officer that is made by any method.

SECTION 25: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof, and neither the City nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 26: Benefits of Ordinance. Nothing in this Ordinance or the Pricing Certificate, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof or the Pricing Certificate, this Ordinance and all of its provisions and the Pricing Certificate being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar, and the Holders.

SECTION 27: Inconsistent Provisions. All ordinances or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 28: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 29: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 30: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

SECTION 31: Severability. If any provision of this Ordinance or the Pricing Certificate or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the Pricing Certificate and the application thereof to other circumstances shall nevertheless be valid, and the City Council of the City hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 32: Incorporation of Findings and Determinations. The findings and determinations of the City Council of the City contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 33: Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year, beginning with the year stated in the applicable Pricing Certificate, financial information and operating data with respect to the City of the general type included in the final Official Statement approved by the Pricing Officer and described in the Pricing Certificate and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available, and in any case within 12 months after the end of each fiscal year (beginning with the fiscal year stated in the Pricing Certificate). Any financial statements so provided shall be prepared in accordance with the accounting principles described in the applicable Pricing Certificate, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not available by the required time, the City will provide unaudited financial statements by the required time and audited financial statements when and if such audited financial statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue

(IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding subsection (c)12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in immediately preceding subsections (c)15 and (c)16 and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section while, but only while, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) hereof of any Bond calls and defeasance that cause the City to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything to the contrary in this Ordinance, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent an underwriter of the initial public offering of the Bonds from lawfully purchasing or

selling Bonds in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 34: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 35: Effective Date. This Ordinance shall take effect and be in full force immediately from and after its adoption on the date hereof in accordance with the provisions of Texas Government Code, Section 1201.028, as amended.

[The remainder of this page intentionally left blank.]

APPROVED AND ADOPTED this ____ day of April, 2026.

Renard U. Johnson
Mayor, City of El Paso, Texas

ATTEST:

Laura D. Prine
City Clerk, City of El Paso, Texas

(SEAL)

APPROVED AS TO FORM:

Paul A. Braden
Bond Counsel for the City

Karla M. Nieman
City Attorney
City of El Paso, Texas

APPROVED AS TO CONTENT:

Robert Cortinas
Chief Financial Officer
City of El Paso, Texas

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

File #: 26-0451, **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 Manager's Office, Robert Cortinas, (915) 212-1067
Office of the Comptroller, Margarita Marin, (915) 212-1174

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 redemption of certain outstanding obligations of the City; directing authorized City officials to effectuate the redemption of such obligations; resolving other matters incident and related thereto; and providing an effective date.

RECEIVED
By City Clerk's Office at 10:08 am, Apr 03, 2026

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Office of the City Manager

AGENDA DATE: 4/14/26

PUBLIC HEARING DATE: April 14,2026

CONTACT PERSON NAME: Robert Cortinas **PHONE NUMBER:** 915-212-1067

2nd CONTACT PERSON NAME: Margarita Marin **PHONE NUMBER:** 915-212-1174

DISTRICT(S) AFFECTED: All

AGENDA ITEM:

A RESOLUTION authorizing the redemption of certain outstanding obligations of the City; directing authorized City officials (City Manager and/or Chief Financial Officer) to effectuate the redemption of such obligations; resolving other matters incident and related thereto; and providing an effective date.

ISSUE STATEMENT:

Redemption of the GO Refunding and Improvement Bonds, Series 2014 will allow the City to realize some savings and reduce its current debt burden.

BACKGROUND:

That the remaining balance of the General Obligation Refunding and Improvement Bonds, Series 2014 maturing annually with the last maturity on August 15, 2039 in the aggregate principal amount of $1,375,000 shall be redeemed to the respective redemption dates. The redemption will yield a net present value savings of $427,317.72.

COUNCIL OPTIONS:

Approve the resolution as presented.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

Reviewed by Bond Counsel, Municipal Advisor and City Officials (City Manager, City Attorney, Chief Financial Officer and Comptroller)

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

N/A

RELATED CITY POLICIES:

Debt Management Policy

PRIOR COUNCIL ACTION:

Issuance of General Obligation Refunding Bonds, Series 2024 partially refunded General Obligation Refunding and Improvement Bonds, Series 2014.

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:

Debt Service Fund 1100

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

Resolution

FOR MORE INFORMATION:

Margarita Marin 915-212-1174 marinmm@elpasotexas.gov

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

SIGNATURE: _____

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

RECEIVED
By City Clerks at 2:39 pm, Apr 02, 2026

A RESOLUTION authorizing the redemption of certain outstanding obligations of the City; directing authorized City officials to effectuate the redemption of such obligations; resolving other matters incident and related thereto; and providing an effective date.

WHEREAS, pursuant to an ordinance passed and adopted by the City Council (the "City Council") of the City of El Paso, Texas (the "City"), the City has heretofore issued and there are currently outstanding certain obligations more particularly described as follows: "City of El Paso, Texas, General Obligation Refunding and Improvement Bonds, Series 2014," dated April 1, 2014 (the "Bonds");

WHEREAS, the Bonds are subject to redemption prior to their maturity, at the option of the City; and

WHEREAS, in accordance with the provisions of Texas Government Code, Chapter 1207, as amended ("Chapter 1207"), the City is authorized and empowered to deposit funds and/or securities directly with the place of payment for the Bonds, or other authorized depository, and enter into an escrow or similar agreement with such place of payment for the safekeeping, investment, reinvestment, administration, and disbursement of such deposit of funds, and such deposit, when made in accordance with Chapter 1207, shall constitute the making of firm banking and financial arrangements for the discharge and full payment of the Bonds; and

WHEREAS, the City Council finds and determines that it is in the best interest of the City and its residents to redeem the Refunded Bonds (as hereinafter defined) as herein provided in order to reduce the City's aggregate debt service requirements on such Refunded Bonds;

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

SECTION 1: The Bonds maturing on August 15 in each of the years 2027 and 2039, in the aggregate principal amount of $1,375,000 (the "Refunded Bonds"), shall be redeemed on June 23, 2026, or such other date (the "Redemption Date") as may be determined by an Authorized Official (defined herein), as set forth in this Resolution. The City Council hereby authorizes and directs the Mayor or Mayor Pro Tem, the City Manager, or the Chief Financial Officer (each, an "Authorized Official") to transfer lawfully available funds of the City to Computershare Trust Company, N.A., the paying agent/registrar for the Refunded Bonds (the "Paying Agent/Registrar), in an amount sufficient to pay (i) all interest due and owing on the Refunded Bonds on their Redemption Date, (ii) the principal amount of the Refunded Bonds due and owing on their Redemption Date, and (iii) the associated costs and expenses of such redemption. Upon the making of such deposit, the Refunded Bonds will be defeased and, as a result, discharged and no longer considered outstanding obligations of the City in accordance with applicable Texas law.

SECTION 2: To the extent necessary to effectuate the redemption of the Refunded Bonds in accordance with the terms hereof, each Authorized Official is hereby authorized to enter into a deposit or escrow agreement (the "Agreement") with the Paying Agent/Registrar for the final payment and discharge of the Refunded Bonds on their Redemption Date, in a form acceptable to the Authorized Official, for and on behalf of the City and as the act and deed of the City Council of the City; and the Agreement as executed by an Authorized Official shall be deemed the Agreement approved by the City Council of the City.

SECTION 3: The sufficiency of the deposit with the Paying Agent/Registrar, or the fund established pursuant to the Agreement, to accomplish such redemption shall be certified to the City by the City's municipal advisor (the "Municipal Advisor"), the Paying Agent/Registrar, or another qualified financial institution.

SECTION 4: The Refunded Bonds shall be called for redemption on the Redemption Date as set forth in the notice of redemption, at the price of par plus accrued interest to the Redemption Date. The City Clerk or any Authorized Official is hereby authorized and directed to file a copy of this Resolution, together with the suggested form of notice of redemption to be sent to Bondholders, with the Paying Agent/Registrar, in accordance with the redemption provisions applicable to such Refunded Bonds; such suggested form of notice of redemption being attached hereto as **Exhibit A** and incorporated herein by reference as a part of this Resolution for all purposes.

SECTION 5: Each Authorized Official is authorized to provide certifications or other evidence of adoption of this Resolution and to do any and all things necessary or convenient to effect the redemption described herein and otherwise give effect to the intent and purpose hereof, including the execution of the Agreement.

SECTION 6: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 7: Though such parties may be identified, and the entry into a particular form of contract may be authorized herein, the City Council hereby delegates to each Authorized Official the authority to independently select the counterparty to any agreement with the Paying Agent/Registrar, or any other contract that is determined by such Authorized Official, the City's Municipal Advisor, or Bond Counsel to be necessary or incidental to carry out the provisions of this Resolution, as long as each of such contracts has a value of less than the amount referenced in Section 2252.908 of the Texas Government Code (collectively, the "Ancillary Contracts"); and, as necessary, to execute the Ancillary Contracts on behalf and as the act and deed of the City Council. The City Council has not participated in the selection of any of the business entities which are counterparties to the Ancillary Contracts.

SECTION 8: If any provision of this Resolution or the application thereof to any person or circumstance shall be held invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 9: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 10: This Resolution shall be in force and effect from and after its passage on the date shown below.

[*Remainder of page intentionally blank*]

APPROVED this ____ day of April, 2026.

Renard U. Johnson
Mayor, City of El Paso, Texas

ATTEST:

Laura D. Prine
City Clerk, City of El Paso, Texas

(SEAL)

APPROVED AS TO FORM:

Karla M. Nieman
City Attorney
City of El Paso, Texas

APPROVED AS TO CONTENT:

Robert Cortinas
Chief Financial Officer
City of El Paso, Texas

APPROVED AS TO FORM:

Paul A. Braden
Bond Counsel

EXHIBIT A

NOTICE OF REDEMPTION
CITY OF EL PASO, TEXAS
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS,
SERIES 2014
Dated April 1, 2014

NOTICE IS HEREBY GIVEN that the bonds of the above series maturing on August 15 in each of the years 2027 and 2039 and aggregating in principal amount $1,375,000 (the "Bonds") have been called for redemption on [June 23], 2026 (the "Redemption Date"), at the redemption price of par and accrued interest to the date of redemption (the "Redemption Price"), such Bonds being identified as follows:

Maturity Date	Outstanding Principal Amount ($)	Principal Amount to be Redeemed ($)	CUSIP No.
August 15, 2027	535,000	535,000	283734UK5
August 15, 2039	840,000	840,000	2837347Q8

All of such Bonds shall become due and payable on the Redemption Date, and interest thereon shall cease to accrue from and after the Redemption Date, and payment of the Redemption Price of such Bonds shall be paid to the registered owners of the Bonds only upon presentation and surrender of such Bonds to Computershare Trust Company, N.A. at its designated offices at the following address:

By Registered or Certified Mail	By Hand or Overnight Mail
Computershare Trust Company, N.A.	Computershare Trust Company, N.A.
1505 Energy Park Drive	Corporate Trust Operations
St. Paul, Minnesota 55108	1505 Energy Park Drive
	St. Paul, Minnesota 55108

THIS NOTICE is issued and given pursuant to the terms and conditions prescribed for the redemption of such Bonds and pursuant to a resolution by the City Council of the City of El Paso, Texas.

COMPUTERSHARE TRUST COMPANY, N.A.,
as Paying Agent/Registrar

File #: 26-0479, **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 to approve a Resolution that the City Council declares the expenditure of District 2 discretionary funds in an amount not to exceed $2,500.00 for costs related to the holding of the annual "Pride Event" in the City Hall parking lot along with Destination El Paso, and El Paso Sun City Pride on June 27, 2026.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: Mayor & Council

AGENDA DATE: 04/14/2026

CONTACT PERSON NAME City Representative Josh **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: Goal 3 - 3. Promote the Visual Image

SUBGOAL: 8

SUBJECT:

Discussion and action to approve a Resolution that the City Council declares the expenditure of District 2 discretionary funds in an amount not to exceed $2,500.00 for costs related to the holding of the annual “Pride Event” in the City Hall parking lot along with Destination El Paso, and El Paso Sun City Pride on June 27, 2026.

COMMUNITY AND STAKEHOLDER OUTREACH:

Office has spoken to representatives of Sun City Pride, other LGBTQ organizations, and Destination El Paso to hold this significant event in El Paso.

BACKGROUND / DISCUSSION:

The proposed expenditures would go towards the cost of security, sound, stage rental, lighting, decorations, street closures, and the application fee to for the permit, and that the City Council declares the expenditure of said discretionary funds serve the municipal purpose of promoting the visual image of El Paso, as well as promoting the community as a welcoming place for all people.

PRIOR COUNCIL ACTION:

Yes.

AMOUNT AND SOURCE OF FUNDING:

District 2 discretionary funds.

RESOLUTION

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

THAT the City Council authorizes the expenditure of District 2 discretionary funds in an amount not to exceed TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00) to be used towards the expenses for hosting the annual "Pride Event" in the City Hall parking lot along with Destination El Paso, and El Paso Sun City Pride on June 27, 2026, and

THAT the proposed expenditures would go towards the cost of security, sound, stage rental, lighting, decorations, street closures, and the application fee to for the permit, and

THAT the City Council declares the expenditure of said discretionary funds serve the municipal purpose of promoting the visual image of El Paso, as well as promoting the community as a welcoming place for all people, and

THAT the City Manager or designee is authorized to accept donations for sponsorship of the event, to negotiate and sign contracts as approved by the City Attorney, to execute any related documents, to effectuate any budget transfers and to appropriate and ensure that the funds are properly expended for the municipal purpose.

APPROVED this _____ day of _____, 2026.

THE CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Carlos L. Armendariz
Assistant City Attorney

File #: 26-0443, **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, Javier Acosta, (915) 212-0065

AGENDA LANGUAGE:

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

Presentation and discussion by the Capital Improvement Department on the Capital Improvement Plan (CIP) Mid-Year update for active, programmed and completed capital projects for FY 2026 to include Quality of Life, Public Safety and Community Progress Bonds, and Capital Programs.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Capital Improvement Department

AGENDA DATE: 4/14/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Javier Acosta, Capital Improveme **PHONE NUMBER:** 915-212-0065

2nd CONTACT PERSON NAME: **PHONE NUMBER:**

DISTRICT(S) AFFECTED: All

AGENDA ITEM:

Presentation and discussion by the Capital Improvement Department on the Capital Improvement Plan (CIP) Mid-Year update for active, programmed and completed capital projects for FY 2026 to include Quality of Life, Public Safety and Community Progress Bonds, and Capital Programs.

ISSUE STATEMENT:

Mid year presentation update - no action requested.

BACKGROUND:

This presentation will provide an update on FY 2026 mid-year developments for all active, programmed and completed capital projects including FY 2026 expenditures and supported employment impacts.

COUNCIL OPTIONS:

Take no action. No motion needed

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by a City Council committee.

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

N/A

RELATED CITY POLICIES:

N/A

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NO

NAME	AMOUNT ($)
N/A	

ATTACHMENTS:

N/A

FOR MORE INFORMATION:

Elsa Rodriguez 915-212-0065 aeselections@elpasotexas.gov

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

SIGNATURE:

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

File #: 26-0470, **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 the Comptroller, Margarita Marin, (915) 212-1174
City Manager's Office, Robert Cortinas, (915) 212-1067

AGENDA LANGUAGE:

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

Presentation and discussion on a report by Forvis Mazars, LLP on the financial and grants audit of the City of El Paso ("City"). The report to the City Council will include the audit opinion regarding the City financial statements and a brief overview of the financial results for the City for the fiscal year that ended August 31, 2025.

RECEIVED
By City Clerk's Office at 11:51 am, Apr 03, 2026

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Office of the Comptroller

AGENDA DATE: 4/14/26

PUBLIC HEARING DATE: April 14,2026

CONTACT PERSON NAME: Margarita Marin **PHONE NUMBER:** 915-212-1174

2nd CONTACT PERSON NAME: Robert Cortinas **PHONE NUMBER:** 915-212-1067

DISTRICT(S) AFFECTED: All

AGENDA ITEM:

Presentation and discussion on a report by Forvis Mazars, LLP on the financial and grants audit of the City of El Paso ("City"). The report to the City Council will include the audit opinion regarding the City financial statements and a brief overview of the financial results for the City for the fiscal year ended August 31, 2025.

ISSUE STATEMENT:

Presentation by Forvis Marzars, LLP on the results of the external audit for fiscal year 2025.

BACKGROUND:

Forvis Mazars, LLP, is an independent accounting firm of Certified Public Accountants contracted by City Council to audit the financial statements and grants of the City. Included in the services provided by Forvis Mazars, LLP is an opinion on the financial statements and supplementary information included in the Annual Comprehensive Financial Report (ACFR), and Single Audit on state and federal grants (SEFA), and four Agreed Upon Procedures Reports.
The ACFR and SEFA reports are prepared by the Office of the Comptroller. Forvis Mazars, LLP is engaged to provide annual audits starting on August 1, 2024 through July 30, 2029

COUNCIL OPTIONS:

Accept the results of the audit as presented by Forvis Mazars, LLP - Independent External Auditors

COMMITTEE REVIEW AND/OR RECOMMENDATION:

Presented to FOAC on April 9, 2026

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

Audit reports have been posted to the Office of the Comptroller's website and are available to the public.

RELATED CITY POLICIES:

Section 7.21 of the City Charter

PRIOR COUNCIL ACTION:

Existing Contract 2024-0412R Professional Auditing Services awarded July 30, 2024

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

Presentation

FOR MORE INFORMATION:

Margarita Marin 915-212-1174 marinmm@elpasotexas.gov

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

SIGNATURE: Margarita Marin Digitally signed by Margarita Marin Date: 2026.04.02 17:53:11 -06'00'

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

File #: 26-0439, **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
Strategic and Legislative Affairs, Fernando Berjano, (915) 212-1299
Strategic and Legislative Affairs, Dora Hernandez, (915) 212-1299

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 approves the list of projects and planning activities for the 2022 Community Progress Bond Proposition C funds.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Strategic and Legislative Affairs

AGENDA DATE: 4/14/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Fernando Berjano **PHONE NUMBER:** 915-212-1299

2nd CONTACT PERSON NAME: Dora Hernandez **PHONE NUMBER:** 915-212-1299

DISTRICT(S) AFFECTED: 1-8

AGENDA ITEM:

Discussion and action to approve a resolution that the City Council approves the list of projects and planning activities for the 2022 Community Progress Bond Proposition C funds.

ISSUE STATEMENT:

This item asks for the City Council's approval of Proposition C funds from the Community Progress Bond from 2022.

BACKGROUND:

On November 8, 2022, as part of the 2022 Community Progress Bond, City of El Paso voters approved three bond propositions, including funding for climate action; and in January 2024, the City of El Paso commenced to develop the Climate Action Plan for El Paso including the commitment to prioritize vulnerable populations. The City of El Paso has identified clean energy generation and energy costs as priorities during the development of the Climate Action Plan. City facilities are large users of energy and have potential to implement solar energy and green infrastructure projects; and therefore, staff has identified a priority list of projects and facilities in need and with potential to save energy and costs.

COUNCIL OPTIONS:

Approve the resolution

COMMITTEE REVIEW AND/OR RECOMMENDATION:

NA

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

Community and stakeholder engagement was carried to collect input from residents, community organizations, private sector, academia and governmental entities since the spring of 2024 through the fall of 2025.

RELATED CITY POLICIES:

NA

PRIOR COUNCIL ACTION:

On January 3rd, 2024, City Council approved the contract for consultancy services to support the development of the plan.
On November 18th, 2025, City Council was presented with the results of the outreach and technical work done to achieve the goals of the planning effort, including meeting the requirements of the grant awarded by the EPA to support the development of the plan.

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:

NA

NAME	AMOUNT ($)

ATTACHMENTS:

NA

FOR MORE INFORMATION:

Fernando Berjano 915-212-1299 berjanofl@elpasotexas.gov

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

SIGNATURE: Stephen Ian Voglewede

Digitally signed by Stephen Ian Voglewede
Date: 2026.03.27 09:30:47 -06'00'

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

RESOLUTION

WHEREAS, on November 8, 2022, as part of the 2022 Community Progress Bond, City of El Paso voters approved three bond propositions, including funding for climate action; and

WHEREAS, in January 2024, the City of El Paso commenced to develop the Climate Action Plan for El Paso including the commitment to prioritize vulnerable populations; and

WHEREAS, the City of El Paso has identified clean energy generation and energy costs as priorities during the development of the Climate Action Plan; and

WHEREAS, City facilities are large users of energy and have potential to implement energy efficiency and solar energy projects; and

WHEREAS, City staff has identified a priority list of projects and facilities in need and with potential to save energy and costs; and

WHEREAS, $5,200,000.00 of the 2022 Community Progress Bond were approved for Climate planning and implementation programs and the proposed activities are consistent with the bond proposition.

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

THAT, the City Council approves the priority project list attached as Exhibit "A" of this Resolution and authorizes implementation of energy and sustainability projects and planning activities in a manner consistent with the language of the 2022 Community Progress Bond totaling $5,200,000; and further, 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**.**

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:

Stephen Ian Voglewede
Stephen I. Voglewede
Director, Strategic and Legislative Affairs

EXHIBIT "A"

PROJECT	BUDGET
1. Solar lights	$ 2,385,697.64
2. Solar PV: Safety Complex	$ 1,312,500.00
3. Green infrastructure	$ 264,775.45
4. Planning - CAP	$ 987,599.00
5. Art plan	$ 104,000.00
6. Contingency	$ 145,427.91
Total	$ 5,200,000.00

File #: 26-0386, **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 8
Strategic and Legislative Affairs, Ian Voglewede, (915) 299-9409

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 a Non-Binding Memorandum of Understanding (MOU) by and between CITY OF EL PASO (City), the COUNTY OF EL PASO (County), and the DOWNTOWN DECK PLAZA FOUNDATION (DDPF) in support of an opportunity to incorporate structural elements and future-proofing infrastructure to support a deck plaza (Downtown Deck Plaza) over a portion of the Texas Department of Transportation Downtown 10 project.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Strategic and Legislative Affairs

AGENDA DATE: 4/14/26

RECEIVED
By City Clerk's Office at 4:59 pm, Mar 30, 2026

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Ian Voglewede **PHONE NUMBER:** 915-299-9409

2nd CONTACT PERSON NAME: **PHONE NUMBER:**

DISTRICT(S) AFFECTED: 8

AGENDA ITEM:

Discussion and action on a Resolution authorizing the City Manager to sign a Non-Binding Memorandum of Understanding (MOU) by and between CITY OF EL PASO (City), the COUNTY OF EL PASO (County), and the DOWNTOWN DECK PLAZA FOUNDATION (DDPF) in support of an opportunity to incorporate structural elements and future-proofing infrastructure to support a deck plaza (Downtown Deck Plaza) over a portion of the Texas Department of Transportation Downtown 10 project.

ISSUE STATEMENT:

This action asks City Council to approve a non-binding agreement between the City of El Paso, El Paso County, and the Downtown Deck Plaza Foundation to develop the I-10 Deck Plaza.

BACKGROUND:

The I-10 Deck Plaza Project is a multi-phase capital initiative intended to cap a portion of Interstate 10 in downtown El Paso to improve connectivity, public space, and economic development opportunities in the urban core. The City has previously pursued local, state, federal and philanthropic funding for this project.

COUNCIL OPTIONS:

Approve the Resolution that the City Manager be authorized to sign a Non-Binding Memorandum of Understanding (MOU) by and between CITY OF EL PASO (City), the COUNTY OF EL PASO (County), and the DOWNTOWN DECK PLAZA FOUNDATION (DDPF) in support of an opportunity to incorporate structural elements and future-proofing infrastructure to support a deck plaza (Downtown Deck Plaza) over a portion of the Texas Department of Transportation Downtown 10 project.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

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

Supporting partners include members of the state and federal delegation.

RELATED CITY POLICIES:

N/A

PRIOR COUNCIL ACTION:

Advance Funding Agreement (AFA) approved by Council on March 3, 2026: 26-0178
Council directive to pursue all available state and federal funding for the Deck Plaza on February 3, 2025: 25-409

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:

NAME	AMOUNT ($)

ATTACHMENTS:

FOR MORE INFORMATION:

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

SIGNATURE: Stephen Ian Voglewede

Digitally signed by Stephen Ian Voglewede
Date: 2026.03.30 14:59:17 -06'00'

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

RECEIVED
By City Clerk's Office at 4:59 pm, Mar 30, 2026

RESOLUTION

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

That the City Manager be authorized to sign a Non-Binding Memorandum of Understanding (MOU) by and between **CITY OF EL PASO** (City), the **COUNTY OF EL PASO** (County), and the **DOWNTOWN DECK PLAZA FOUNDATION** (DDPF) in support of an opportunity to incorporate structural elements and future-proofing infrastructure to support a deck plaza (Downtown Deck Plaza) over a portion of the Texas Department of Transportation Downtown 10 project.

APPROVED this ___ day of _____, 20___.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Karla Nieman
City Attorney

APPROVED AS TO CONTENT:

Stephen Ian Voglewede
Ian Voglewede, Director
Strategic & Legislative Affairs

RECEIVED
By City Clerk's Office at 5:00 pm, Mar 30, 2026

NON-BINDING MEMORANDUM OF UNDERSTANDING

Interstate Highway 10 Downtown Deck Plaza Project

This Memorandum of Understanding ("**MOU**") is entered into as of _____, 2026, by and among the **City of El Paso** ("**City**"), the **County of El Paso** ("**County**"), and the **Downtown Deck Plaza Foundation** ("**DDPF**") (collectively, the "**Parties**").

RECITALS

WHEREAS, the Texas Department of Transportation ("TxDOT") is undertaking the reconstruction of Interstate Highway 10 through downtown El Paso ("Downtown 10"); and

WHEREAS, an opportunity exists to incorporate structural elements and future-proofing infrastructure to support a deck plaza over a portion of Downtown 10 between Kansas Street and Santa Fe Street (the "Project"); and

WHEREAS, the City Council authorized a feasibility study evaluating design concepts, costs, operating assumptions, and funding strategies for the Project (the "Feasibility Study"), incorporated by reference and made a part hereof for all purposes; and

WHEREAS, incorporation of deck-supporting structural elements ("Future-proofing") into the Downtown 10 project requires execution of one or more Advanced Funding Agreements ("AFAs") with TxDOT within TxDOT's project schedule; and

WHEREAS, the City has agreed to serve as the Deck Sponsor for AFAs associated with the Project, subject to City Council approval and a cap on City financial participation; and

WHEREAS, the Commissioners Court of the County of El Paso has committed funds towards the Project and will participate in oversight and coordination of design and construction activities; and

WHEREAS, the Feasibility Study has identified significant operating and maintenance costs for the Project which would be borne by the City; and

WHEREAS, DDPF has agreed to lead private fundraising, serve as a co-design leader for the deck amenities, and act as the long-term operator of the Deck Plaza amenities, and such costs, subject to performance standards aligned with the Feasibility Study; and

WHEREAS, the County Commissioners Court and City Council find that the expenditure of their respective public funds for the development and design of the Project will serve the public purpose of promoting the health and welfare of their residents through the creation of the downtown park; and

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties adopt the above recitals and agree as follows:

1. PURPOSE AND NATURE OF AGREEMENT

1.1 Adoption of Recitals

The above-stated recitals are incorporated herein by reference, are hereby made part of this MOU, and shall be as effective as if repeated verbatim.

1.2 Purpose

This MOU establishes a collaborative framework for coordination related to planning, design, funding, future-proofing, development, and operation of the Downtown Deck Plaza, which includes both the development of a 6.5 acre deck plaza and park extending from Kansas Street to Santa Fe Street over Interstate 10 and a 1.7 acre TxDOT right of way for potential mixed-use, mixed-income housing development.

1.2 Non-Binding Effect

This MOU does not create a binding obligation to fund, construct, operate, or maintain the Project. All binding commitments shall be set forth in separate, definitive agreements approved by the applicable governing bodies.

2. PROJECT PHASING

The Project is anticipated to occur in multiple phases, including:

a. Design and future-proofing of structural elements; this term as used in this MOU means all engineering, construction, and structural enhancements to the Interstate 10 project required to physically support a deck plaza over I-10 now or in the future. Future proofing includes but is not limited to widened and deepened drilled shaft walls, center columns and/or walls, and physical accommodations for tunnel related life safety systems.

b. Construction of deck cap infrastructure.

c. Subsequent construction and operation of deck amenities and public spaces.

Progression beyond future-proofing is contingent upon secured funding, required approvals, and execution of definitive agreements.

3. ROLES AND RESPONSIBILITIES

3.1 City of El Paso

The City shall:

- Coordinate with TxDOT and the MPO regarding design and future-proofing activities; and,

- Execute AFAs with TxDOT, subject to City Council approval; and,

- Serve as owner of the deck plaza through agreements with TxDOT; and,
- Retain responsibility for transportation tunnel infrastructure and life-safety systems, subject to separate maintenance agreements; and,
- Enter into definitive development, use, and operator agreements to delegate responsibility for construction and operation of deck amenities; and,
- Consider financial participation in future phases, including maintenance, subject to approval of City Council.

The City's total financial participation shall be capped, subject to City Council approval, and contingent upon annual appropriation.

3.2 County of El Paso (County)

The County shall:

- Participate as a co-design leader for deck amenities and public realm elements; and,
- Participate in planning, coordination, and design-related funding considerations; and,
- Consider financial participation in future phases, including maintenance, subject to approval of the County Commissioners Court.

The County's total financial participation shall be capped, subject to County Commissioners Court approval, and contingent upon annual appropriation.

3.3 Downtown Deck Plaza Foundation (DDPF)

DDPF shall:

- Lead private fundraising for deck amenities, naming, and long-term operations; and,
- Participate as a co-design leader for deck amenities and public realm elements; and,
- Coordinate and, where applicable, fund amenity-level design services; and,
- Serve as the Operator of the Deck Plaza amenities, subject to execution of separate maintenance agreements; and,
- Consider financial participation in future phases, including maintenance, subject to approval of the DDPF Board of Directors.

4. CO-DESIGN LEADERSHIP AND DESIGN GOVERNANCE

4.1 Co-Design Leadership

The City, County, and DDPF shall serve as Co-Design Leaders for the Deck Plaza amenities and public realm elements, subject to TxDOT requirements and approvals. Co-design leadership applies only to non-transportation features and does not extend to TxDOT-controlled roadway, tunnel, or life-safety infrastructure, except for coordination and compatibility.

4.2 City Design Role

In its role as Co-Design Leader, the City shall:

- Ensure design compliance with TxDOT standards, AFAs, City codes, ADA, and life-safety requirements; and,
- Serve as the primary liaison with TxDOT for design coordination; and,
- Retain final approval authority over design elements that materially affect structural integrity, public safety, emergency access, or long-term public maintenance exposure.

City participation in design review shall not be construed as a commitment to fund construction or operations.

4.3 County Design Role

In its role as Co-Design Leader, the County shall:

- Assist with visioning, community-oriented design development, and amenity programming concepts consistent with the Feasibility Study; and,
- Collaborate with the City and DDPF to ensure constructability, operational feasibility, and long-term maintenance compatibility.

County participation in design review shall not be construed as a commitment to fund construction or operations.

4.4 DDPF Design Role

In its role as Co-Design Leader, DDPF shall:

- Lead visioning, community-oriented design development, and amenity programming concepts consistent with the Feasibility Study; and,
- Integrate and periodically report on fundraising, sponsorship, and naming-rights considerations into amenity design; and,

- Collaborate with the City and the County to ensure constructability, operational feasibility, and long-term maintenance compatibility.

DDPF's authority to serve as design lead is conditioned upon DDPF's demonstrated financial capacity and forthcoming contractual obligation to assume and fund the Deck Plaza's operating and routine maintenance costs, together with a portion of amenity-level construction.

4.5 Design Conflict Resolution

In the event of conflict between design vision and infrastructure, safety, regulatory, or TxDOT requirements, TxDOT and City infrastructure, safety, and regulatory requirements shall control.

5. OPERATOR DESIGNATION AND OPERATING OBLIGATIONS

5.1 Operator

The Parties acknowledge that DDPF will be the long-term Operator of the Deck Plaza amenities. The operator role shall be formalized through a separate operator agreement approved by City Council.

5.2 Operator Responsibilities

As Operator, DDPF shall be responsible for:

- Day-to-day operations and management; and,
- Programming and public activation; and,
- Routine maintenance and repairs of deck amenities; and,
- Insurance, utilities, staffing, and security coordination; and,
- Funding and maintaining required operating and capital repair reserves.

5.3 Operating Standards

The operator agreement shall incorporate performance standards aligned with the Feasibility Study, including standards related to operating cost control, earned revenue, maintenance, safety, public access, and reporting.

5.4 No City or County Obligation for Operating Deficits

Nothing in this MOU shall be construed to obligate the City or the County to fund operating deficits, revenue shortfalls, or reserve replenishment. Any City or County operating contribution shall be expressly approved by City Council and County Commissioners Court respectively, capped, and subject to annual appropriation.

6. CONDITIONS PRECEDENT

Progression beyond future-proofing or execution of definitive agreements is contingent upon:

a. Secured funding sufficient to meet required local match funding obligations for the AFA due in October 2026; and,

b. Demonstration of DDPF's financial capacity to perform operator obligations; and,

c. Approval by City Council and other applicable governing bodies.

7. GOVERNANCE AND COORDINATION

The Parties shall establish a coordination or oversight committee to facilitate information sharing and schedule alignment. Such committee shall include an equal number of representatives from the Parties. Such committee shall further have no authority to bind any Party.

8. FUNDING

Unless otherwise agreed in a definitive written agreement, each Party shall be responsible for its own costs and expenses. No Party shall have an obligation to reimburse another Party under this MOU.

9. TERM AND TERMINATION

This MOU shall become effective upon execution and remain in effect until the earlier of:

d. The execution of another written agreement which by its terms supersedes or replaces this MOU; or,

e. Termination by any Party upon thirty (30) calendar days' written notice.

10. NO OBLIGATIONS

This MOU does not create an obligation or future appropriation obligation for any Party. Nothing in this MOU shall be construed to create joint and several liability among the Parties. Each Party shall remain solely responsible for its own financial commitments as approved by its respective governing body.

11. MISCELLANEOUS

- No Third-Party Beneficiaries. This MOU creates no rights in third parties.
- Entire Understanding. This MOU reflects the entire understanding of the Parties regarding coordination for the Project.
- Amendments. Any amendment must be in writing and executed by all Parties.

(Signatures begin on following page)

NON-BINDING MEMORANDUM OF UNDERSTANDING
Interstate Highway 10 Downtown Deck Plaza Project

[SIGNATURE PAGE]

CITY OF EL PASO:

By:_____
Name:_____
Title:_____

COUNTY OF EL PASO:

By:_____
Name:_____
Title:_____

DOWNTOWN DECK PLAZA FOUNDATION:

By: Tracy J. Yellen
Name: Tracy J. Yellen
Title: Board President

File #: 26-0466, **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, Javier Acosta, (915) 212-0065
Capital Improvement Department, Manuel Aguilar, (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 the award of Task Order #10A-1 for Solicitation 2025-0087 Horizontal On-Call, Cedar Grove Improvements to Amstar, LLC. for a total estimated award of $1,600,000.00.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

REVISED
2:25 pm, Apr 02, 2026

DEPARTMENT / COUNCIL OFFICE: Capital Improvement Department

AGENDA DATE: 4/14/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Javier Acosta, Director of Capital I **PHONE NUMBER:** 915-212-1845

2nd CONTACT PERSON NAME: Manuel Aguilar, Project Manager **PHONE NUMBER:** 915-212-1846

DISTRICT(S) AFFECTED: 3

AGENDA ITEM:

Discussion and action on the award of Task Order #10A-1 for solicitation 2025-0087 Horizontal On-Call, Cedar Grove Improvements to Amstar, LLC. for a total estimated award of $1,600,000.00.

ISSUE STATEMENT:

City Council is asked to approve the award of a construction contract for Cedar Grove Improvements. Approval will allow the City to proceed with street remediation on Cedar Grove subdivision. Street remediation to include sub-grade preparation, storm drain replacement, flowable fill, base, HMAC, and site concrete.

BACKGROUND:

City Council approved budget transfer to utilize investment interest funds to set up budget for Cedar Grove Improvements on August 5, 2025

COUNCIL OPTIONS:

1. Approve the award Task Order 10A-1 solicitation 2025-0087 On-call Horizontal

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:

Community reached out to staff with safety concerns on current state of roads in subdivision.

RELATED CITY POLICIES:

PRIOR COUNCIL ACTION:

City Council approved budget transfer to utilize investment interest funds to set up budget for Cedar Grove Improvements on August 5, 2025

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

2013 Street Infrastructure - $153,796.52
2017 Capital Plan - $435,335.96
2018 Capital Plan - $160,867.52

El Paso Water - $850,000.00

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations made to City Council of an accumulated total of $500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT ($)

ATTACHMENTS:

Attachment Description

A.
B.
C.

FOR MORE INFORMATION:

Javier Acosta, Director of Capital I | 915-212-1845 | AcostaJA@elpasotexas.gov

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

SIGNATURE: Javier A. Acosta

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

CITY OF EL PASO CHANGE ORDER and CHANGE QUANTITY NOTICE LOG

Project Name:	Cedar Grove Improvements
Solicitation (Contract) No.:	2025-0087
Project Number:	PCP25STCEDARGVI
PO No.:	
Contractor:	Amstar, Inc.

Original Contract

Notice to Proceed:	TBD	
Substantial Completion Period:	90	Consecutive Calendar Days
Substantial Completion Date:	TBD	
Final Completion Period:	30	Consecutive Calendar Days
Final Completion Date:	TBD	
Contract Amount	$ 1,600,000.00	
Contingency Budget:	$ 108,000.00	

Modified Contract

Total Days Added:	0	Consecutive Calendar Days
Substantial Completion Period:	90	Consecutive Calendar Days
Substantial Completion Date:	TBD	
Final Completion Date:	TBD	
Total Cost Added:	$0.00	
Remaining Contingency:	$108,000.00	
Change Order Percentage:	0.00%	

CO #	Date	Description	Days	Cost
1	3/25/2026	Task order #10A-1 Cedar Grove will incorporate the construction documents into the Horizontal Construction Improvements On-Call Contract No. 2025-0087 dated June 9, 2025. This task order does not change the overall contract. The task order will be issued for the Scop	0	$0.00
2	1/0/1900	0	0	$0.00
3	1/0/1900	0	0	$0.00
4	1/0/1900	0	0	$0.00
5	1/0/1900	0	0	$0.00
6	1/0/1900	0	0	$0.00
7	1/0/1900	0	0	$0.00
8	1/0/1900	0	0	$0.00
9	1/0/1900	0	0	$0.00
10	1/0/1900	0	0	$0.00
11	1/0/1900	0	0	$0.00
12	1/0/1900	0	0	$0.00
13	1/0/1900	0	0	$0.00
14	1/0/1900	0	0	$0.00
15	1/0/1900	0	0	$0.00
16	1/0/1900	0	0	$0.00
17	1/0/1900	0	0	$0.00
18	1/0/1900	0	0	$0.00
19	1/0/1900	0	0	$0.00
20	1/0/1900	0	0	$0.00
		SUBTOTAL FOR CHANGE ORDERS:	**0**	**$0.00**

CQN #	Date	Description	Days	Cost
1	1/0/1900	0	0	$0.00
2	1/0/1900	0	0	$0.00
3	1/0/1900	0	0	$0.00
4	1/0/1900	0	0	$0.00
5	1/0/1900	0	0	$0.00
6	1/0/1900	0	0	$0.00
7	1/0/1900	0	0	$0.00
8	1/0/1900	0	0	$0.00
9	1/0/1900	0	0	$0.00
10	1/0/1900	0	0	$0.00
		SUBTOTAL FOR CHANGE QUANTITY NOTICES:	**0**	**$0.00**

CITY OF EL PASO CONSTRUCTION CHANGE ORDER

CONSTRUCTION CHANGE ORDER NO.: 10A-1 **DATE:** March 25, 2026 [ ] **SCOPE CHANGE**

PROJECT: Cedar Grove Improvements **SOLICITATION #:** 2025-0087 [X] **CONSTRUCTION CHANGE**

Original Contract Amount:	$ 1,600,000.00	Original Contract Substantial Completion Date:	TBD
Net Change by previous Change Orders:	$ -	Total days added due to Change Orders and CQN's:	0
Net Change by previous Construction Quantity Notices:	$ -	Total days added for this Change Order:	90
New Amended Contract Amount:	$ 1,600,000.00	New Substantial Completion Date:	TBD
Total amount added for this Change Order:	$ -		
Change Order Percentage:	0.00%		

Existing Drawing Reference:

Refer to attached drawings for Cedar Grove Improvements dated December 11, 2025.

Existing Specification Reference:

Refer to attached specifications for Cedar Grove Improvements dated December 11, 2025.

New Drawings/Specifications Reference:

Detailed Scope of Work of the Change Order:

Task order #10A-1 Cedar Grove will incorporate the construction documents into the Horizontal Construction Improvements On-Call Contract No. 2025-0087 dated June 9, 2025. This task order does not change the overall contract. The task order will be issued for the Scope of Work listed below or in the attachments.

A separate Notice to Proceed will be issued upon approval of necessary Bonds and Insurance as required by the contract.

Scope of Work: Street remediation to include subgrade preparation, storm drain replacement, flowable fill, base, HMAC, and site concrete. Reference attached drawings dated December 11, 2025.

Approved Drawings: dated 12/11/2025. Techincal Specifications: dated 12/11/2025

Agreed cost proposal for Task #10A-1: $1,600,000.00

Construction Time: 90 consecutive calendar days to Substantial Completion, 30 additional days for Final Completion for a total of Forty (120) consecutive calendar days

Liquidated Damages: $675 per day if work is not completed within the agreed construction time period

Unless specifically noted, this change order addresses all compensation for time and money including all direct and indirect costs associated with the scope of work noted above.

CONSECUTIVE CALENDAR DAYS ADDED TO COMPLETION TIME: 90 **TOTAL CHANGE ORDER AMOUNT:**

CONTRACTOR (OWNER/AUTHORIZED OWNER REPRESENTATIVE)

I, Diana Alarcon, of Amstar, Inc. agree and accept the terms and conditions of this change order.

Signature: Diana Alarcon Date: 03/30/26

CITY OF EL PASO (CITY ENGINEER)

I, Yvette Hernandez, P.E. of the City of El Paso hereby authorize and direct the Contractor to proceed with additional work as described in this form.

Signature: Yvette Hernandez Date: 4/1/26

CITY OF EL PASO CONSTRUCTION CHANGE ORDER- Pg. 2

CONSTRUCTION CHANGE ORDER NO.: 1OA-1 **DATE:** March 25, 2026

PROJECT: Cedar Grove Improvements **SOLICITATION #:** 2025-0087

[0] **SCOPE CHANGE**
[X] **CONSTRUCTION CHANGE**

Method Utilized for Implementing change:

- [ ] Unit Bid Prices
- [X] Lump Sum ✓
- [ ] Actual Cost (Force Account)

Identified by: [X] CID [ ] Contractor [ ] User Dept.

Type of Change Order:

- [ ] User Request
- [ ] Error & Omission
- [ ] Value Engineering
- [ ] Differing Site
- [X] CID Initiated
- [ ] Contractor Initiated

Contractors Proposal Cost: $1,600,000.00 ✓
Final Negotiated Amount: $1,600,000.00

Time Requested: 120 Consecutive Calendar Days
Time Justified: 120 Consecutive Calendar Days ✓

Reason/Justification for Change Order:

This task to incorporate the Cedar Grove Improvements drawings and specifications into the 2025-0087 Horizontal Construction Improvements On-Call Contract. The change order will not change the overall contract amount.

Cost: Cost for this task was justified by comparing the contractors proposal to and independent cost estimate provided by FXSA which was generated on 12/11/2025

Time: the construction time frame of 120 days was compared to projects of similar scope, which have 30 days for excavation and subgrade and base preparation, 30

to 40 days for storm repairs, 30 days for concrete work and 10 days for asphalt restauration.

Attachments:

- [ ] RFI
- [X] RFP
- [ ] ASI (if applicable)
- [X] Final Contractor proposal
- [X] Budget Status Report (PeopleSoft)
- [X] Independent Cost Estimate
- [X] Schedule
- [X] Change Order Log
- [X] Utility Commitment Letter (if applicable)

AS A RESULT OF THIS CHANGE ORDER, PLEASE MAKE THE FOLLOWING ADJUSTMENT TO THE PURCHASE ORDER:

PO LINE	ADDED AMOUNT	ACCOUNT
1	$ 750,000.00	
2	$ 850,000.00	

TOTAL NET CHANGE TO PURCHASE ORDER: $1,600,000.00

C.O. Amount $0.00

Additional Funding/Direction:

Project Manager: Manuel Aguilar 3.26.2026 Date

Division Manager: Alondra Gurrola 3/27/2026 Date

Assistant Director: Gilbert Guerrero 3/28/2026 Date
Gilbert Guerrero

CAPITAL IMPROVEMENT DEPARTMENT

REQUEST FOR PROPOSAL

MAYOR
Renard U. Johnson

CITY COUNCIL

District 1
Alejandra Chávez

District 2
Dr. Josh Acevedo

District 3
Deanna M. Rocha

District 4
Cynthia Boyar Trejo

District 5
Ivan Niño

District 6
Art Fierro

District 7
Lily Limón

District 8
Chris Canales

CITY MANAGER
Dionne Mack

March 25, 2026

Amstar, Inc.
Mrs. Alarcon
7362 Remcon Circle
El Paso, TX 79912

Project Name: Cedar Grove Improvements

Mrs Alarcon:

Under the Capital Improvement Department Job Order Contacting and Facilities Construction contract # 2025-0087, you are requested to submit a proposal by or before 3/27/2026 for accomplishing the following scope of work:

Work will include but not limited to:
Street remediation to include subgrade preparation, storm drain replacement, flowable fill, base, HMAC, and site concrete.

Per item K "Cost Estimating" page I-B-a-2 of the contract, the contractor must use the latest version of R.S. Means Facilities Construction Cost Data to provide the cost estimate.

Per item 8 "Time of Completion and Liquidated Damages" page I-B-a-5 of the contract. The duration of the work will be 90 consecutive calendar days to substantial completion. 30 Days additional for final completion.

Liquidated damages in the amount of $675.00 per day will be assessed if work is not completed within the agreed substantial time frame

Should you have any questions contact Manuel Aguilar, Construction Manager at (915) 472-2840, or Alondra Gurrola, Capital Projects Manager at (915) 212-1880

Sincerely,

Manuel Aguilar

Name
Capital Projects Manager

Yvette Hernandez, P.E. – City Engineer
City 2 | 218 N. Campbell, 2nd Floor | El Paso, Texas 79901 | (915) 212-0065

MAYOR
Renard U. Johnson

CITY COUNCIL

District 1
Alejandra Chávez

District 2
Dr. Josh Acevedo

District 3
Deanna M. Rocha

District 4
Cynthia Boyar Trejo

District 5
Ivan Niño

District 6
Art Fierro

District 7
Lily Limón

District 8
Chris Canales

CITY MANAGER
Dionne Mack

Attachment(s):
Project Drawings dated 12/11/2025
Project Specifications dated 12/11/2025

Cc: Gilbert Guerrero, Asst. Director of Capital Improvement
Daniel Garcia, Asst. Director of Capital Improvement
Construction Manager
Division Manager
Michael Daniels, Ed.D., Business Contracts Manager
Project file

Yvette Hernandez, P.E. – City Engineer
City 2 | 218 N. Campbell, 2nd Floor | El Paso, Texas 79901 | (915) 212-0065

Amstar Inc.

JOC COST PROPOSAL

Date: March 30, 2026

Owner:	The City of El Paso
Contract:	2025-0087
Contractor:	Amstar, Inc.
Project Name:	**Cedar Grove Subdivision Improvements-Road Design**
Project Location:	El Paso, TX 79912
Job Order Date:	Pending
Project Manager for this Job Order:	Manuel Aguilar
RFP No.:	

Job Order Subtotal:	$ 739,108.88
Bonds:	$ 10,891.12
Total Job Order Cost:	$ 750,000.00

Project Duration: 120 calendar days.

Respectfully,

Diana Alarcon

Diana Alarcon
Estimator/Project Manager
FOR THE USE AND BENEFIT OF The City of El Paso (OWNER)

By:_____
Name:_____
Title:_____
Date: _____

Cedar Grove Subdivision Improvements
Road Design

Scope of Work

1. Mobilization and demobilization of equipment.
2. Traffic control.
3. Sawcut 490 LF of asphalt pavement.
4. Sawcut 151 LF of existing concrete.
5. Remove and dispose of 6,113 SY of existing asphalt pavement.
6. Demo 859 LF of existing curb and gutter.
7. Demo 266 SY of concrete driveways.
8. Demo 546 SY of concrete sidewalks.
9. Remove and relocate 4 EA signs.
10. Street excavation 3,178 CY.
11. Provide and install 611 CY of 8” flexible base material.
12. Provide and install 1,199 GAL of prime coat SS-1H.
13. Provide and install 898 TON of 2-1/2” HMAC Type DG-C.
14. Place 1,033 LF of 6” curb and gutter.
15. Scarify 2,455.50 SY of 8” soil.
16. Place 893 CY of 12” flowable fill cement.
17. Provide and install 540 CY of subbase material.
18. Place 278 SY of concrete driveways.
19. Remove and rebuild 709 SF of rockwall.
20. Place 543 SY of concrete sidewalks.
21. Place 2 EA accessible ramps.
22. Adjust 2 EA manholes.
23. Remove and dispose of 185 SY of flowable cement.
24. Adjust 6EA water valves.
25. Adjust 8EA water meters.
26. Adjust 1 EA fire hydrant.
27. Install 3EA sign assemblies.

EXCLUSIONS/CLARIFICATIONS

1. All work to be performed during regular work hours.
2. Excludes abatement and/or handling of hazardous materials.
3. Excludes dewatering.
4. Asphalt pricing is contingent on price of oil.
5. Testing services to be provided by the City of El Paso.
6. Excludes any fees from utility companies.

Preliminary Estimate, by estimates

Diana Alarcon
Amstar, Inc.
General Construction - General Construction - Basic Contract Year - 1/01/2022 to 12/31/2022
Cedar Grove Subdivision Improvements- Road Design - 02260320

Estimator: Diana Alarcon — Cedar Grove Subdivision Improvements- Road Design

Division Summary (MF04)

01 - General Requirements	$160,830.78	26 - Electrical	
02 - Existing Conditions	$64,624.53	27 - Communications	
03 - Concrete	$140,896.44	28 - Electronic Safety and Security	
04 - Masonry	$21,664.80	31 - Earthwork	$90,111.11
05 - Metals		32 - Exterior Improvements	$220,718.04
06 - Wood, Plastics, and Composites		33 - Utilities	$1,528.00
07 - Thermal and Moisture Protection		34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties	$2,042.00	44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Alternate	
14 - Conveying Equipment		Trades	
21 - Fire Suppression	$3,075.00	Assemblies	
22 - Plumbing	$2,468.00	FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		**MF04 Total (Without totalling components)**	**$707,958.70**
25 - Integrated Automation			

Totalling Components

Priced Line Items	$707,958.70	Nonpriced Line Items	
RSMeans EL PASO, TX CCI 2025Q1, 87.00%	$(92,034.63)	Nonpriced Contractors Coefficient ()	
Contractors Coefficient (20.0000%)	$123,184.81		

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$349,394.25
Labor:	$180,963.28
Equipment:	$177,601.18
Other:	$(0.01)
Laborhours:	2,990.68
Green Line Items:1	$21,664.80

Priced/Non-Priced

Total Priced Items:	33	$707,958.70	
Total Non-Priced Items:	0	$0.00	0.00%
	33	$707,958.70	

Grand Total **$739,108.88**

Estimator: **Cedar Grove Subdivision Improvements- Road Design**

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
01 - General Requirements								
1	01-54-33-20-3250-3	Rent per week for rent, pneumatic tire roller, 120 H.P.	Ea.	8.0000	$2,061.63	$16,493.04	RSM26FAC E, B	P
2	01-54-33-20-3400-3	Rent per week for rent, smooth drum vibratory roller, 125 H.P.	Ea.	8.0000	$1,519.56	$12,156.48	RSM26FAC E, B	P
3	01-54-33-20-4760-3	Rent per week for rent front end loader, 4WD, art. frame, diesel, 5.25 - 5.75 CY 270 HP	Ea.	6.0000	$3,800.00	$22,800.00	RSM26FAC E, B	P
4	01-54-33-20-5300-3	Rent per week for rent truck dump 3 axle 16 ton, 12 C.Y. payload, 400 H.P.	Ea.	6.0000	$2,723.32	$16,339.92	RSM26FAC E, B	P
5	01-54-33-40-4030-3	Rent per week for rent paver bituminous, rubber tires 10' wide, 150 HP, diesel	Ea.	4.0000	$7,126.21	$28,504.84	RSM26FAC E, B	P
6	01-54-36-50-1600	Mobilization or demobilization, delivery charge for equipment, hauled on 50-ton capacity towed trailer	Ea.	8.0000	$2,975.00	$23,800.00	RSM26FAC L, E, B	P
7	01-56-23-10-0150	Barricades, wood, movable, 3 rail, 5' high, 3 rail @ 2" x 8", movable	L.F.	1,030.0000	$39.55	$40,736.50	RSM26FAC M, L, B	P
		01 - General Requirements Total						**$160,830.78**
02 - Existing Conditions								
8	02-41-13-17-5010	Demolish, remove pavement & curb, remove bituminous pavement, up to, 3" thick, excludes hauling and disposal fees	S.Y.	6,203.0000	$5.49	$34,054.47	RSM26FAC L, E, B	P
9	02-41-13-17-5200	Demolish, remove pavement & curb, remove concrete, mesh reinforced, to 6" thick, hydraulic hammer, excludes hauling and disposal fees sidewalk demolition	S.Y.	546.0000	$14.85	$8,108.10	RSM26FAC L, E, B	P
10	02-41-13-17-5300	Demolish, remove pavement & curb, remove concrete, rod reinforced, to 6" thick, excludes hauling and disposal fees driveway demolition	S.Y.	266.0000	$18.95	$5,040.70	RSM26FAC L, E, B	P
11	02-41-13-17-6100	Demolish, remove pavement & curb, remove concrete curbs, reinforced, excludes hauling and disposal fees curb & gutter demolition	L.F.	859.0000	$5.98	$5,136.82	RSM26FAC L, E, B	P
12	02-41-19-20-0100	Selective demolition, dump charges, typical urban city, building construction materials, includes tipping fees only	Ton	153.1600	$74.00	$11,333.84	RSM26FAC M, B	P
13	02-41-19-25-0015	Selective demolition, saw cutting, asphalt, up to 3" deep	L.F.	490.0000	$1.94	$950.60	RSM26FAC M, L, E, B	P
		02 - Existing Conditions Total						**$64,624.53**
03 - Concrete								
14	03-30-53-40-4650	Structural concrete, in place, slab on grade (3500 psi), 4" thick, includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), and placing, excludes finishing line item used for accessible ramps	C.Y.	16.0000	$310.55	$4,968.80	RSM26FAC M, L, E, B	P

Estimator: **Cedar Grove Subdivision Improvements- Road Design**

03 - Concrete

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
15	03-30-53-40-4700	Structural concrete, in place, slab on grade (3500 psi), 6" thick, includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), and placing, excludes finishing line item used for concrete driveways	C.Y.	139.0000	$272.86	$37,927.54	RSM26FAC M, L, E, B	P
16	03-31-13-35-4350	Structural concrete, ready mix, flowable fill, structural, 1000 psi, includes ash, Portland cement Type I, aggregate, sand and water, delivered, excludes all additives and treatments	C.Y.	893.0000	$85.50	$76,351.50	RSM26FAC M, B	P
17	03-31-13-70-4300	Structural concrete, placing, slab on grade, direct chute, up to 6" thick, includes leveling (strike off) & consolidation, excludes material placing flowable fill	C.Y.	893.0000	$23.60	$21,074.80	RSM26FAC L, E, B	P
18	03-81-13-50-0300	Concrete sawing, concrete slabs, plain, up to 3" deep, includes blade cost, layout and set up time	L.F.	151.0000	$1.91	$288.41	RSM26FAC M, L, E, B	P
19	03-81-13-50-0300-0320	Concrete sawing, concrete, existing slab, plain, for each additional inch of depth over 3", includes blade cost, layout and set up time (Modified using 03-81-13-50 -0320)	L.F.	453.0000	$0.63	$285.39	RSM26FAC M, L, E, B	P
		03 - Concrete Total						**$140,896.44**

04 - Masonry

20	04-41-10-10-0600	Rubble stone, wall, up to 18" thick, in mortar bed	C.F.	354.0000	$61.20	$21,664.80	RSM26FAC Grn, M, L, B	P
		04 - Masonry Total						**$21,664.80**

10 - Specialties

21	10-14-53-20-9000	Sign, directional, replace	Ea.	4.0000	$510.50	$2,042.00	RSM26FAC M, L, E, B	P
		10 - Specialties Total						**$2,042.00**

21 - Fire Suppression

22	21-12-13-50-9300	Fire hose & equipment, hose & hydrant house, primed aluminum line item used for fire hydrant adjustment	Ea.	1.0000	$3,075.00	$3,075.00	RSM26FAC M, B	P
		21 - Fire Suppression Total						**$3,075.00**

22 - Plumbing

23	22-11-19-38-2060	Water supply meter, domestic/commercial, bronze, threaded, to 20 GPM, 5/8" diameter line item used for water meter elevation adjustment	Ea.	8.0000	$308.50	$2,468.00	RSM26FAC M, L, B	P

Estimator: **Cedar Grove Subdivision Improvements- Road Design**

22 - Plumbing

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
		22 - Plumbing Total						**$2,468.00**
31 - Earthwork								
24	31-23-16-46-3340	Excavating, bulk, dozer, open site, bank measure, clay, 105 HP dozer, 300' haul	B.C.Y.	3,178.0000	$17.65	$56,091.70	RSM26FAC L, E, B	P
25	31-23-23-23-5020	Compaction, riding, vibrating roller, 3 passes, 6" lifts	B.C.Y.	1,151.0000	$0.50	$575.50	RSM26FAC L, E, B	P
26	31-32-13-13-0340	Asphalt soil stabilization, 4 gallon per S.Y., 8" deep, includes scarifying and compaction line item used for 8" scarified soil	S.Y.	2,455.5000	$13.62	$33,443.91	RSM26FAC M, L, E, B	P
		31 - Earthwork Total						**$90,111.11**
32 - Exterior Improvements								
27	32-06-10-10-0310	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 4" thick, excludes base	S.F.	4,887.0000	$5.64	$27,562.68	RSM26FAC M, L, B	P
28	32-11-23-23-1522	Base course drainage layers, aggregate base course for roadways and large paved areas, alternate method to figure base course, crushed stone, compacted, 1-1/2", 8" deep line item used for flexible base	B.C.Y.	611.0000	$42.29	$25,839.19	RSM26FAC M, L, E, B	P
29	32-11-23-23-1522	Base course drainage layers, aggregate base course for roadways and large paved areas, alternate method to figure base course, crushed stone, compacted, 1-1/2", 8" deep line item used for subbase	B.C.Y.	540.0000	$42.29	$22,836.60	RSM26FAC M, L, E, B	P
30	32-12-16-13-0853	Plant-mix asphalt paving, for highways and large paved areas, wearing course, alternate method for developing paving costs, 2-1/2" thick, no hauling included	Ton	898.0000	$100.06	$89,853.88	RSM26FAC M, L, E, B	P
31	32-12-16-13-3000	Plant-mix asphalt paving, pre-treatment for paving, prime coat, emulsion, 0.30 gallons/S.Y., 1000 S.Y.	S.Y.	3,996.0000	$5.54	$22,137.84	RSM26FAC M, L, E, B	P
32	32-16-13-13-0430	Cast-in place concrete curbs & gutters, straight, wood forms, 0.055 C.Y. per LF, 6" high curb, 6" thick gutter, 24" wide, includes concrete	L.F.	1,033.0000	$31.45	$32,487.85	RSM26FAC M, L, B	P
		32 - Exterior Improvements Total						**$220,718.04**
33 - Utilities								
33	33-05-61-10-1400	Storm drainage manholes, frames and covers, precast concrete, 5' diameter manhole, 8" thick top line item used for manhole adjustment	Ea.	2.0000	$764.00	$1,528.00	RSM26FAC M, L, E, B	P
		33 - Utilities Total						**$1,528.00**

Estimator: **Cedar Grove Subdivision Improvements- Road Design**

Item	Description	UM	Quantity	Unit Cost	Total	Book
	Estimate Grand Total					**739,108.88**

Amstar Inc.

JOC COST PROPOSAL

Date: March 30, 2026

Owner:	The City of El Paso
Contract:	2025-0087
Contractor:	Amstar, Inc.
Project Name:	**Cedar Grove Subdivision Improvements-Stormwater Design**
Project Location:	El Paso, TX 79912
Job Order Date:	Pending
Project Manager for this Job Order:	Manuel Aguilar
RFP No.:	

Job Order Subtotal:	$ 838,118.52
Bonds:	$ 11,881.48
Total Job Order Cost:	$ 850,000.00

Project Duration: 120 calendar days.

Respectfully,

Diana Alarcon

Diana Alarcon
Estimator/Project Manager
FOR THE USE AND BENEFIT OF The City of El Paso (OWNER)

By:_____
Name:_____
Title:_____
Date: _____

Amstar Inc.

Cedar Grove Subdivision Improvements
Stormwater Design

Scope of Work

1. Mobilization and demobilization of equipment.
2. Stormwater trench excavation protection 1,336 LF.
3. Excavate 5,455 CY of trench.
4. Remove and replace 249 LF of 18" RCP.
5. Remove and replace 438 LF of 24" RCP.
6. Remove and replace 649 LF of 30" RCP.
7. Provide and install 8 EA concrete collar for 18" RCP.
8. Provide and install 4 EA concrete collar for 24" RCP.
9. Provide and install 10 EA concrete collar for 30" RCP.
10. Remove and replace 3 EA inlet type I.
11. Provide and install 5 EA coupling connections from new RCP to existing RCP.
12. Scarify 323.50 SY of 8" soil.
13. Place 108 CY of 12" flowable fill cement.
14. Provide and install 71 CY of subbase material.
15. Adjust 1 EA manhole.
16. Adjust 2EA water valves.
17. Stormwater pollution prevention plan.
18. Provide and install pipeline subgrade materials.
19. Remove and adjust 3 EA storm drop inlets.
20. Replace 3 EA manholes.

EXCLUSIONS/CLARIFICATIONS

1. All work to be performed during regular work hours.
2. Excludes abatement and/or handling of hazardous materials.
3. Excludes dewatering.
4. Asphalt pricing is contingent on price of oil.
5. Testing services to be provided by the City of El Paso.
6. Excludes any fees from utility companies.

Preliminary Estimate, by estimates

Diana Alarcon
Amstar, Inc.
General Construction - General Construction - Basic Contract Year - 1/01/2022 to 12/31/2022
Cedar Grove Subdivision Improvements- Stormwater Design - 02260320*

Estimator: Diana Alarcon

Cedar Grove Subdivision Improvements- Road Design

Division Summary (MF04)

01 - General Requirements	$151,746.38	26 - Electrical	
02 - Existing Conditions	$10,678.20	27 - Communications	
03 - Concrete	$34,693.80	28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	$157,743.82
05 - Metals		32 - Exterior Improvements	$3,002.59
06 - Wood, Plastics, and Composites		33 - Utilities	$122,796.60
07 - Thermal and Moisture Protection		34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Alternate	$286,776.13
14 - Conveying Equipment		Trades	$35,358.00
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		**MF04 Total (Without totalling components)**	**$802,795.52**
25 - Integrated Automation			

Totalling Components

Priced Line Items	$802,795.52	Nonpriced Line Items	
RSMeans EL PASO, TX CCI 2025Q1, 87.00%	$(104,363.42)	Nonpriced Contractors Coefficient ()	
Contractors Coefficient (20.0000%)	$139,686.42		

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$291,599.78
Labor:	$281,638.10
Equipment:	$229,557.65
Other:	$(0.01)
Laborhours:	3,730.69
Green Line Items:1	$10,494.00

Priced/Non-Priced

Total Priced Items:	31	$802,795.52	
Total Non-Priced Items:	0	$0.00	0.00%
	31	$802,795.52	

Grand Total **$838,118.52**

Estimator: **Cedar Grove Subdivision Improvements- Road Design**

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
01 - General Requirements								
1	01-54-33-20-0200-3	Rent per week for rent excavator diesel hydraulic crawler mounted 1-1/2 CY capacity 2 excavators	Ea.	8.0000	$3,334.21	$26,673.68	RSM26FAC E, B	P
2	01-54-33-20-0470-3	Rent per week for rent backhoe-loader wheel type 112 HP, 1-1/2 CY capacity	Ea.	6.0000	$1,836.95	$11,021.70	RSM26FAC E, B	P
3	01-54-33-20-3400-3	Rent per week for rent, smooth drum vibratory roller, 125 H.P.	Ea.	4.0000	$1,519.56	$6,078.24	RSM26FAC E, B	P
4	01-54-33-20-4760-3	Rent per week for rent front end loader, 4WD, art. frame, diesel, 5.25 - 5.75 CY 270 HP 2 loaders	Ea.	6.0000	$3,800.00	$22,800.00	RSM26FAC E, B	P
5	01-54-33-20-5300-3	Rent per week for rent truck dump 3 axle 16 ton, 12 C.Y. payload, 400 H.P.	Ea.	6.0000	$2,723.32	$16,339.92	RSM26FAC E, B	P
6	01-54-33-40-6950-3	Rent per week for rent water truck, off highway, 6000 gallon capacity	Ea.	4.0000	$3,458.76	$13,835.04	RSM26FAC E, B	P
7	01-54-33-40-7070-3	Rent per week for rent trench box 12,000 pounds 10' x 20'	Ea.	20.0000	$964.89	$19,297.80	RSM26FAC E, B	P
8	01-54-36-50-1600	Mobilization or demobilization, delivery charge for equipment, hauled on 50-ton capacity towed trailer	Ea.	12.0000	$2,975.00	$35,700.00	RSM26FAC L, E, B	P
		01 - General Requirements Total						**$151,746.38**
02 - Existing Conditions								
9	02-41-19-20-0100	Selective demolition, dump charges, typical urban city, building construction materials, includes tipping fees only	Ton	144.3000	$74.00	$10,678.20	RSM26FAC M, B	P
		02 - Existing Conditions Total						**$10,678.20**
03 - Concrete								
10	03-31-13-35-4350	Structural concrete, ready mix, flowable fill, structural, 1000 psi, includes ash, Portland cement Type I, aggregate, sand and water, delivered, excludes all additives and treatments	C.Y.	318.0000	$85.50	$27,189.00	RSM26FAC M, B	P
11	03-31-13-70-4300	Structural concrete, placing, slab on grade, direct chute, up to 6" thick, includes leveling (strike off) & consolidation, excludes material placing flowable fill	C.Y.	318.0000	$23.60	$7,504.80	RSM26FAC L, E, B	P
		03 - Concrete Total						**$34,693.80**
31 - Earthwork								
12	31-23-16-46-2440	Excavating, bulk, dozer, open site, bank measure, clay, 80 HP dozer, 300' haul	B.C.Y.	5,955.0000	$21.05	$125,352.75	RSM26FAC L, E, B	P

Estimator: **Cedar Grove Subdivision Improvements- Road Design**

31 - Earthwork

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
13	31-23-23-16-0100	Fill by borrow and utility bedding, for pipe and conduit, crushed stone, 3/4" to 1/2", excludes compaction	L.C.Y.	350.0000	$43.45	$15,207.50	RSM26FAC M, L, E, B	P
14	31-23-23-16-0500	Fill by borrow and utility bedding, for pipe and conduit, compacting bedding in trench	B.C.Y.	350.0000	$5.81	$2,033.50	RSM26FAC L, E, B	P
15	31-23-23-23-5020	Compaction, riding, vibrating roller, 3 passes, 6" lifts	B.C.Y.	500.0000	$0.50	$250.00	RSM26FAC L, E, B	P
16	31-25-14-16-1000	Synthetic erosion control, silt fence, install and remove, 3' high line item used for SWPPP	L.F.	3,180.0000	$3.30	$10,494.00	RSM26FAC Grn, M, L, E, B	P
17	31-32-13-13-0340	Asphalt soil stabilization, 4 gallon per S.Y., 8" deep, includes scarifying and compaction line item used for 8" scarified soil	S.Y.	323.5000	$13.62	$4,406.07	RSM26FAC M, L, E, B	P
		31 - Earthwork Total						**$157,743.82**

32 - Exterior Improvements

18	32-11-23-23-1522	Base course drainage layers, aggregate base course for roadways and large paved areas, alternate method to figure base course, crushed stone, compacted, 1-1/2", 8" deep line item used for subbase	B.C.Y.	71.0000	$42.29	$3,002.59	RSM26FAC M, L, E, B	P
		32 - Exterior Improvements Total						**$3,002.59**

33 - Utilities

19	33-05-61-10-1210	Storm drainage manholes, frames and covers, concrete, precast, 6' inside diameter, 8' deep, excludes footing, excavation, backfill, frame and cover Manhole replacement	Ea.	3.0000	$7,349.00	$22,047.00	RSM26FAC M, L, E, B	P
20	33-05-61-10-1400	Storm drainage manholes, frames and covers, precast concrete, 5' diameter manhole, 8" thick top line item used for manhole adjustment	Ea.	1.0000	$764.00	$764.00	RSM26FAC M, L, E, B	P
21	33-05-63-13-0250	Utility structures, utility vaults precast concrete, 6' x 13' x 6' high, ID, 6" thick, excludes excavation and backfill remove and adjust storm drop inlet	Ea.	3.0000	$7,675.00	$23,025.00	RSM26FAC M, L, E, B	P
22	33-05-63-13-0300	Utility structures, utility vaults precast concrete, 8' x 14' x 7' high, ID, 6" thick, excludes excavation and backfill line item used for inlet Type 1	Ea.	3.0000	$9,850.00	$29,550.00	RSM26FAC M, L, E, B	P
23	33-05-97-05-0020	Utility connection, water, sanitary, stormwater, gas, single connection (12" mainline, 8" connecting line) connect new RCP to existing RCP	Ea.	5.0000	$7,500.00	$37,500.00	RSM26FAC M, L, E, B	P
24	33-42-11-60-2400	Public storm utility drainage piping, reinforced concrete pipe (RCP) flared ends, 6'-2" long, 18" diameter, class 3, excludes excavation or backfill	Ea.	8.0000	$183.20	$1,465.60	RSM26FAC M, L, E, B	P

Estimator: **Cedar Grove Subdivision Improvements- Road Design**

33 - Utilities

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
		line item used for 18" collar						
25	33-42-11-60-2420	Public storm utility drainage piping, reinforced concrete pipe (RCP) flared ends, 6'-2" long, 24" diameter, class 3, excludes excavation or backfill line item used for 24" collar	Ea.	4.0000	$241.25	$965.00	RSM26FAC M, L, E, B	P
26	33-42-11-60-2440	Public storm utility drainage piping, reinforced concrete pipe (RCP) flared ends, 6'-2" long, 36" diameter, class 3, excludes excavation or backfill line item used for 30" collar	Ea.	10.0000	$748.00	$7,480.00	RSM26FAC M, L, E, B	P
		33 - Utilities Total						**$122,796.60**

Alternate

27	33-42-11-60-2030	Public storm utility drainage piping, reinforced concrete pipe (RCP), 18" diameter, 6' lengths, class 3, excludes excavation or backfill, gaskets	L.F.	249.0000	$179.87	$44,787.63	CUSTOM M, L, E, B	P
28	33-42-11-60-2040	Public storm utility drainage piping, reinforced concrete pipe (RCP), 24" diameter, 8' lengths, class 3, excludes excavation or backfill, gaskets	L.F.	438.0000	$206.50	$90,447.00	CUSTOM M, L, E, B	P
29	33-42-11-60-2050	Public storm utility drainage piping, reinforced concrete pipe (RCP), 30" diameter, 8' lengths, class 3, excludes excavation or backfill, gaskets	L.F.	649.0000	$233.50	$151,541.50	CUSTOM M, L, E, B	P
		Alternate Total						**$286,776.13**

Trades

30	EQMD	Equipment Operators, Medium Equipment - 2022 RSMeans Facilities Bare Rate 2 operators	Hour	480.0000	$60.40	$28,992.00	Trades L, B	P
31	TRHV	Truck Drivers, Heavy - 2022 RSMeans Facilities Bare Rate	Hour	120.0000	$53.05	$6,366.00	Trades L, B	P
		Trades Total						**$35,358.00**

Estimate Grand Total **838,118.52**

Chartfields Criteria
Account: All values Department: All values Fund: All values Division: All values Project: PCP25STCEDARGVI
Grant: All values

Account	Department	Fund	Division	Project	Budget	Assoc Revenue	PreEncumbrance	Encumbrance	Expense	Remaining
Grant		Acct Descr								
580210	190	4743	28900	PCP25STCEDARGVI						
		CITY ENGINEERING CHARGES (CWIP			46,764.00	0.00	0.00	0.00	0.00	46,764.00
580220	190	4743	28900	PCP25STCEDARGVI						
		CITY ADMIN CHARGES (CWIP)			8,768.25	0.00	0.00	0.00	0.00	8,768.25
580230	190	4743	28900	PCP25STCEDARGVI						
		CITY CONSTRUCT CHARGES (CWIP)			46,764.00	0.00	0.00	0.00	0.00	46,764.00
580240	190	4743	28900	PCP25STCEDARGVI						
		TESTING (CWIP)			10,500.00	0.00	0.00	0.00	0.00	10,500.00
580260	190	4743	28900	PCP25STCEDARGVI						
		INSPECTIONS (CWIP)			35,073.00	0.00	0.00	0.00	0.00	35,073.00
580270	190	4740	28900	PCP25STCEDARGVI						
		CONSTRUCTION (CWIP)			166,597.35	0.00	0.00	0.00	0.00	166,597.35
		4741	28900	PCP25STCEDARGVI						
		CONSTRUCTION (CWIP)			475,964.53	0.00	0.00	0.00	0.00	475,964.53
		4743	28900	PCP25STCEDARGVI						
		CONSTRUCTION (CWIP)			57,438.12	0.00	0.00	0.00	0.00	57,438.12
580272	190	4743	28900	PCP25STCEDARGVI						
		CONSTRUCTION CONTINGENCY			140,000.00	0.00	0.00	0.00	0.00	140,000.00
		Grand Total :			987,869.25	0.00	0.00	0.00	0.00	987,869.25

End of Report

Frank X. Spencer & Associates, Inc.
1130 Montana Ave., El Paso, Texas 79902
Ph: (915) 533.4600 | F: (915) 533.4673
TBPLS #100490-00 | TBPE # F-3584
www.fxsa.com

CITY OF EL PASO

CEDAR GROVE STREET IMPROVEMENTS

ENGINEER'S OPINION OF PROBABLE COST

12/11/2025

Item	Description	Quantity	Unit	Unit Price	Total
	ENGINEERING ROAD DESIGN				
1	Mobilization, Demobilization, Insurance, Bonds Not to Exceed 5%	1	LS	$ 28,811.82	$ 28,811.82
2	Traffic Control	1	LS	$ 30,000.00	$ 30,000.00
3	Saw Cut Existing Asphalt Pavement	214	LF	$ 10.00	$ 2,140.00
4	Saw Cut Existing Concrete (Sidewalk, Curb and Gutter)	151	LF	$ 11.00	$ 1,661.00
5	Remove and Dispose of Existing Asphalt Pavement	2293	SY	$ 12.00	$ 27,517.25
6	Existing Concrete Curb and Gutter Demolition	834	LF	$ 7.00	$ 5,838.00
7	Existing Concrete Driveways Demolition	266	SY	$ 45.00	$ 11,970.00
8	Existing Concrete Sidewalks Demolition	546	SY	$ 12.00	$ 6,552.00
9	Removal of Existing Signs for Relocation	4	EA	$ 100.00	$ 400.00
10	Street Excavation	2473	CY	$ 8.00	$ 19,787.85
11	Fog Seal Coat	1	LS	$ 37,000.00	$ 37,000.00
12	Crack Cleaning and Sealing (JCP)	26000	LF	$ 2.00	$ 52,000.00
13	8" Scarified Soil	2132	SY	$ 12.09	$ 25,778.57
14	12" Flowable Soil Cement Backfilled	711	CY	$ 127.00	$ 90,264.07
15	8" Subbase Material	469	CY	$ 55.00	$ 25,799.89
16	8" Flexible Base Material	469	CY	$ 63.70	$ 29,880.96
17	Prime Coat SS-1H	459	GAL	$ 4.00	$ 1,834.48
18	2 1/2" Dense Grade Hot Mix Asphalt Pavement Type DG-C	311	TON	$ 201.00	$ 62,555.25
19	Concrete Driveway	278	SY	$ 75.00	$ 20,850.00
20	6" Curb and Gutter	994	LF	$ 35.00	$ 34,790.00
21	Rockwall Removed and Rebuild	709	SF	$ 35.00	$ 24,815.00
22	4" Concrete Sidewalk	543	SY	$ 60.00	$ 32,580.00
23	Accessible Ramp	2	EA	$ 1,947.00	$ 3,894.00
24	Manhole Adjustment	2	EA	$ 2,500.00	$ 5,000.00
25	Remove and Dispose of Existing Flowable cement	185	SY	$ 45.00	$ 8,325.00
26	Water Valve Elevation Adjustment	6	EA	$ 850.00	$ 5,100.00
27	Water Meter Elevation Adjustment	8	EA	$ 587.88	$ 4,703.04
28	Fire Hydrant Adjustment	1	EA	$ 2,200.00	$ 2,200.00
29	Installation of Sign Assemblies	3	EA	$ 1,000.00	$ 3,000.00
				Engineering Road Design Subtotal	**$ 605,048.19**
	STORMWATER DESIGN				
1.1	Mobilization, Demobilization, Insurance, Bonds Not to Exceed 5%	1	LS	$ 43,816.97	$ 43,816.97
30	Storm water (Trench Excavation Protect)(5' to 10')	1336	LF	$ 8.00	$ 10,688.00
31	Trench Excavation	5455	CY	$ 10.00	$ 54,545.78
32	18-inch RCP (Remove and Replace)	249	LF	$ 178.00	$ 44,322.00
33	24-inch RCP (Remove and Replace)	438	LF	$ 228.00	$ 99,864.00
34	30-inch RCP (Remove and Replace)	649	LF	$ 258.00	$ 167,442.00
35	Concrete Collar for 18-inch RCP	8	EA	$ 500.00	$ 4,000.00
36	Concrete Collar for 24-inch RCP	4	EA	$ 525.00	$ 2,100.00
37	Concrete Collar for 30-inch RCP	10	EA	$ 551.00	$ 5,510.00
38	Inlet Type I (Remove and Replace)	3	EA	$ 5,840.00	$ 17,520.00
39	Coupling Connection (New RCP to Existing RCP)	5	EA	$ 4,900.00	$ 24,500.00
3.1	Saw Cut Existing Asphalt Pavement	276	LF	$ 10.00	$ 2,760.00
5.1	Remove and Dispose of Existing Asphalt Pavement	3143	SY	$ 12.00	$ 37,716.00
6.1	Existing Concrete Curb and Gutter Demolition	25	LF	$ 7.00	$ 175.00
10.1	Street Excavation	705	CY	$ 8.00	$ 5,636.95
13.1	8" Scarified Soil	647	SY	$ 12.09	$ 7,817.15
14.1	12" Flowable Soil Cement Backfilled	216	CY	$ 127.00	$ 27,371.89
15.1	8" Subbase Material	142	CY	$ 55.00	$ 7,823.62
16.1	8" Flexible Base Material	142	CY	$ 63.70	$ 9,061.17
17.1	Prime Coat SS-1H	740	GAL	$ 4.00	$ 2,959.11
18.1	2 1/2" Dense Grade Hot Mix Asphalt Pavement Type DG-C	502	TON	$ 201.00	$ 100,904.65
20.1	6" Curb and Gutter	39	LF	$ 35.00	$ 1,365.00
24.1	Manhole Adjustment	1	EA	$ 2,500.00	$ 2,500.00
26.1	Water Valve Elevation Adjustment	2	EA	$ 850.00	$ 1,700.00
40	Storm water Pollution Prevention Plan	1	LS	$ 25,000.00	$ 25,000.00
41	Pipeline Subgrade Materials	1	LS	$ 150,057.11	$ 150,057.11
42	Storm Drop Inlet (Remove and Adjust)	3	LS	$ 15,000.00	$ 45,000.00
43	Manhole Replacement	3	EA	$ 6,000.00	$ 18,000.00
				Stormwater Design Subtotal	**$ 920,156.40**
	TOTAL				**$ 1,525,204.59**

Note:
All quantities and prices are estimated based on experience, and from the latest government construction projects market values.
All cost information shown on contract documents are estimated. FXSA does not guarantee the project item price at the time of bid opening due to variable market factors. It is the contractor's responsibility to install new improvements including any appurtenances and repairs due to damage to existing improvements, at no additional cost to owners.

el paso
WATER

March 27, 2025

Yvette Hernandez, P.E.
Deputy City Manager & City Engineer
218 N. Campbell St., Second Floor
El Paso, TX 79901

SUBJECT: Letter of Commitment - Cedar Grove Street storm drain system repairs

EPWater's Stormwater Utility is committed to contributing up to twenty-six thousand one hundred eighty-one dollars and twenty-one cents ($26,181.21) toward the design costs associated with the drainage repairs for the Cedar Grove Street Improvements project.

In addition, EPWater is committed to contributing up to eight hundred fifty thousand dollars ($850,000.00) toward the construction costs associated with the drainage improvements. This amount is subject to adjustment based on actual bid results. A revised letter of commitment will be issued, if necessary, upon receipt and evaluation of bids.

It is understood that EPWater's participation in the project will include the following:

- **Project Coordination and Oversight:**
  EPWater's Project Manager (PM) will coordinate with the Engineer of Record (EOR) through the City's PM on matters related to final design clarifications and field changes that may impact stormwater components and associated costs. Any modifications affecting EPWater's scope and financial participation will require prior coordination and concurrence from EPWater.
- **Change Order Review and Reimbursement:**
  EPWater's PM will support the City's PM in the review of change orders related to the stormwater portion of the project. EPWater will review submitted justifications and provide concurrence or comments within a reasonable timeframe. Approval of change orders impacting EPWater's financial commitment will require EPWater's concurrence prior to execution. Any agreed-upon change order costs attributable to EPWater Stormwater will be reimbursed to the City of El Paso in EPWater's FY 2027–2028.
- **Construction Participation:**
  Due to current resource constraints, EPWater will not be providing inspection services for this project. EPWater's involvement during construction will be through its PM, who will provide periodic coordination and attend key milestones, as availability allows.

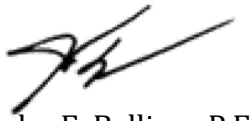
- **Project Closeout:**

  EPWater's PM will participate in substantial completion, final completion, and one-year warranty walkthroughs, and will provide input on stormwater-related punch list items.
- **Maintenance Responsibility:**

  Upon completion of the contractor's one-year warranty period, EPWater will assume maintenance responsibility for the accepted stormwater infrastructure.
- **Funding and Coordination:**

  Cost distributions by EPWater will commence after construction commencement. Any design changes or construction modifications affecting drainage infrastructure must be coordinated with and approved by EPWater's PM prior to approval by the City.

EPWater's Project Manager is Mauricio Mora, who can be reached at (915) 263-4012. We appreciate the continued collaboration between our teams and look forward to successfully delivering this project together.



John E. Balliew, P.E.
President and CEO

cc:
Gilbert Trejo, P.E., CFM - Vice President of Operations and Technical Services Gisela R. Dagnino, P.E., CFM - Utility Chief Operations Officer - Stormwater
Elsa Ochoa, P.E., - Capital Improvement Project Manager – Stormwater

File #: 26-0477, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

Districts 1 and 2
Capital Improvement Department, Javier Acosta, (915) 212-1845
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.

Discussion and action on a Resolution that the City Manager, or designee, be authorized to effectuate a budget transfer

1. To allocate QOL investment interest for the Zoo portfolio: identified projects to meet Association of Zoo's and Aquarium (AZA) standards, Asia Forest Complex and South American Pavilion; and transfer from project savings for Sea Lion exhibit upgrade.

2. To allocate QOL investment interest to Armijo Library, Clardy Fox Library, Doris Van Doren Library, Memorial Park Library, and Sergio Troncoso Library.

3. Transfer projects savings to Doniphan Dr. & Bird Avenue, and Doniphan Dr. & West Green Avenue traffic signalization projects.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Office of Management and Budget

AGENDA DATE: 4/14/26

PUBLIC HEARING DATE: April 14,2026

CONTACT PERSON NAME: Javier Acosta **PHONE NUMBER:** 915-212-1845

2nd CONTACT PERSON NAME: Sasho Andonoski **PHONE NUMBER:** 915-212-1092

DISTRICT(S) AFFECTED: District 1 and 2

AGENDA ITEM:

Discussion and action on a Resolution that the City Manager, or designee, be authorized to effectuate a budget transfer

1. To allocate QOL investment interest for the Zoo portfolio: identified projects to meet Association of Zoo's and Aquarium (AZA) standards, Asia Forest Complex and South American Pavilion; and transfer from project savings for Sea Lion exhibit upgrade.

ISSUE STATEMENT:

This item is requesting Council approval to allocate funds for Quality of Life investment interest, transfer project savings to Doniphan Dr & Bird Avenue and Doniphan Dr and West Green Avenue traffic signalization projects.

BACKGROUND:

N/A

COUNCIL OPTIONS:

1. Approve the Resolution – MOTION: “I make a motion to approve Resolution”
2. Direct staff to make changes – MOTION: “I make a motion to direct staff to make changes to the resolution, as noted, and bring back for Council review.”

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

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

N/A

RELATED CITY POLICIES:

FY 2026 Budget Resolution #6 That the City Manager, or designee, is hereby authorized to make budget transfers between department, fund, or project, including for capital projects, in amounts not to exceed $100,000, to the extent permitted by law. Budget transfers between departments, funds, or capital projects that exceed $100,000 shall require City Council approval.

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:

PCP13ZOOD11I 805,485.61 from investment interest
PCP13ZOOD12I 220,448.63 from investment interest
PCP13ZOOA10I 206,758.86 from investment interest
PCP13ZOOA09 62,145.77 from project savings
PCP13LIBA01I 249,832.53 from investment interest
PCP21LIBA04I 286,453.79 from investment interest
PCP21LIBA01I 182,176.86 from investment interest

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations made to City Council of an accumulated total of $500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT ($)

ATTACHMENTS:

Budget Transfer Presentation

FOR MORE INFORMATION:

Sasho Andonoski 915-212-1092 andonoskis@elpasotexas.gov

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

SIGNATURE: Sasho Andonoski Digitally signed by Sasho Andonoski Date: 2026.04.07 10:41:12 -06'00'

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

RESOLUTION

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

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

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

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

THAT, the City Manager, or designee, be authorized to effectuate a budget transfer as respectively listed and referenced below:

1. To allocate Quality of Life ("QOL") investment interest for the Zoo portfolio: identified projects to meet Association of Zoo's and Aquarium ("AZA") standards, Asian Forest Complex and South American Pavilion; and transfer from project savings for Sea Lion exhibit upgrade;

2. To allocate Quality of Life ("QOL") investment interest to Armijo Library, Clardy Fox Library, Doris Van Doren Library, Memorial Park Library, and Sergio Troncoso Library; and

3. Transfer projects savings to Doniphan Dr., Bird Avenue, and Doniphan Dr. & West Green Avenue traffic signalization.

BT Number	Fund	Project	Increase /(Decrease)
2026-0577	4800	PCP13ZOOD11I	805,485.61
2026-0577	4800	PCP13ZOOD12I	220,448.63
2026-0577	4800	PCP13ZOOA10I	206,758.86
2026-0577	4800	PCPBALANCE	(62,145.77)
2026-0577	4800	PCP13ZOOA09	62,145.77
2026-0578	4800	PCP13LIBA01I	249,832.53
2026-0578	4800	PCP21LIBA04I	286,453.79
2026-0578	4800	PCP21LIBA01I	182,176.86
2026-0578	4800	PCP13LIBA11I	463,520.70
2026-0578	4800	PCP13LIBA14I	462,217.78
2026-0579	4743	PCPBALANCE	(327,918.17)
2026-0579	4743	PCP17ST028	154,518.26
2026-0579	4743	PCP17ST031	173,399.91

(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:

_____
Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Sasho Andonoski, Director
Office of Management & Budget