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

March 17, 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: 305-734-168#

Notice is hereby given that a Regular Meeting of the City Council of the City of El Paso will be conducted on March 17, 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: 305-734-168#

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. PRESENTATION OF THE NATION'S COLORS

Civil Air Patrol (CAP), El Paso Composite Squadron

C/SrA Ethan Alejandre (Left Guard)
C/TSgt Shane Hull (Cap Flag)
C/Maj Almira Carlson (Texas Flag)
C/SMSgt Eva Labrado (US Flag)
C/SrA Gabriel Lee (Right Guard)

MAYOR'S PROCLAMATIONS

El Paso Commission for Women Hall of Fame Honorees Day

Pioneers 21 Day

Education & Sharing Day

El Paso Independent School District Focus on Children and Families Program Day

Miss Earth USA Representatives

10:00 A.M. ROLL CALL

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

INVOCATION BY EL PASO POLICE CHAPLAIN ROBERT HEMPHILL, JR. PH.D.

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 Meetings of February 17, 2026 and March 3, 2026, the Special Meetings of February 20, 2026, and February 23, 2026, and the Work Session of March 2, 2026. **26-0337**

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 Representatives Alejandra Chávez, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, and Art Fierro from the March 17, 2026, Regular City Council Meeting. **26-0045**

CONSENT AGENDA - RESOLUTIONS:

3. A Resolution authorizing the City Manager to sign a Services Agreement between the CITY OF EL PASO and Center Against Sexual and Family Violence (CASFV), a non-profit corporation, to provide outreach emergency counseling and follow-up public health services for reported victims of sexual assault, for an annual amount not to exceed thirty-five thousand dollars ($35,000.00) for the first year, twenty-five thousand dollars ($25,000.00) for the second year and fifteen-thousand dollars ($15,000.00) for the third year of the agreement. The term of this agreement shall start April 1, 2026 with two automatic, annual renewals. The total amount of the three-year period shall not exceed seventy-five thousand dollars ($75,000.00). **26-0331**

All Districts
Police, Assistant Chief Juan F. Briones, (915) 212-4304

4. A Resolution that the City Council approves a deductive change order in the amount of $436,798.22 to ZTEX Construction Inc. for Contract No. 2024-0472 Traffic Signals Improvements. There is no change in contract time resulting from this change order. The City Manager, or designee, is authorized to execute any documents necessary to carry out this deductive change order. **26-0336**

District 1
Capital Improvement Department, Yvette Hernandez, (915) 212-0065

5. A Resolution that the City Manager be authorized to sign the First Amendment to Agreement for Professional Services by and between the City of El Paso ("City") and CONSOR ENGINEERS, LLC ("Consultant") whereby Consultant agrees to provide additional engineering and design services for the Resler Boulevard Extension Project, in exchange for additional payment from the City in an amount not to exceed $65,685.11, thereby increasing the original contract price from $1,008,393.48 to $1,074,078.59. **26-0349**

District 1
Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065
Capital Improvement Department, Yvette Hernandez, (915) 212-0065

CONSENT AGENDA - BOARD APPOINTMENTS:

6. Abdel Garcia to the Civil Service Commission by Representative Josh Acevedo, District 2. **26-0326**

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

7. Kelly T. Blough to the Historic Landmark Commission by Representative Deanna Maldonado-Rocha, District 3. **26-0360**

Members of the City Council, Representative Deanna Maldonado-Rocha, (915) 212-0003

CONSENT AGENDA - NOTICE FOR NOTATION:

8. For Notation Only, Delinquent Hotel Occupancy Tax Report as of February 28, 2026. **26-0338**

All Districts
Office of the Comptroller, Margarita Marin, (915) 212-1174
Office of the Comptroller, Susan Jacobs, (915) 212-1152

9. P-Card Transactions for the period of January 21, 2026 - February 20, 2026, Special Projects, and Discretionary fund expenditures for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff. **26-0348**

All Districts
City Manager's Office, Sasho Andonoski, (915) 212-1092

CONSENT AGENDA - REQUESTS TO ISSUE PURCHASE ORDERS:

10. The award of Task Order #5V-1 for Solicitation 2022-0678, Fire Station #27 Renovations to Veliz Construction for a total estimated award of $1,368,634.67. Approval will allow the City to proceed with planned building improvements that expand operational life of the building, and increase public safety operational efficiency in District 1. **26-0339**

District 1
Capital Improvement Department, Yvette Hernandez, (915) 212-0065

11. The award of Task Order #2, Solicitation 2024-0124N2, Veterans Pool Improvements to Noble General Contractors for a total estimated award of $1,016,688.28. Approval will allow the City to re-open Veterans indoor Pool to continue the work started with a new contractor to include but not limited to roof replacement and interior modification thus maintaining recreational amenities. **26-0350**

District 4
Capital Improvement Department, Yvette Hernandez, (915) 212-0065

CONSENT AGENDA - BIDS:

12. The award of Solicitation 2026-0153 Vaccines and Titers to Pro-Action, Inc. dba Immunize El Paso for a term of three (3) years for an estimated amount of $265,725.00. **26-0342**

Department:	Fire
Award to:	Pro-Action, Inc. dba Immunize El Paso
City & State:	El Paso, Texas
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$88,575.00
Initial Term Estimated Award:	$265,725.00
Option Term Estimated Award:	N/A
Total Estimated Award	$265,725.00
Account(s)	322-1000-22070-531120-P2212
Funding Source(s):	General
District(s):	All

This was a Low Bid Procurement - Replacement Contract.

The Purchasing & Strategic Sourcing and Fire Departments recommend award as indicated to Pro-Action, Inc. dba Immunize El Paso 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.

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

13. The award of Solicitation 2026-0148 Human Rabies Vaccine to Pro-Action, Inc., dba Immunize El Paso for a term of three (3) years for an estimated amount of $213,750.00. **26-0341**

Department:	Animal Services
Award to:	Pro-Action, Inc., dba Immunize El Paso

City & State:	El Paso, TX
Item(s):	All
Initial Term:	3Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$71,250.00
Initial Term Estimated Award:	$213,750.00
Option Term Estimated Award:	N/A
Total Estimated Award:	$213,750.00
Account(s):	225-2580-25110-531120
Funding Source(s):	Special Fund
District(s):	All

This was a Low Bid Procurement- Replacement Contract.

The Purchasing & Strategic Sourcing and Animal Services Departments recommend award as indicated to Pro-Action, Inc., dba Immunize El Paso, 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.

All Districts
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Animal Services Department, Michael D. Wachsmann, (915) 212-5449

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.

14. 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. **26-0309**

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

PUBLIC HEARING WILL BE HELD ON APRIL 1, 2026

15. 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. **26-0310**

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

PUBLIC HEARING WILL BE HELD ON APRIL 1, 2026

16. 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. **26-0345**

District 6
Real Estate Division, Mary Lou Espinoza, (915) 212-0825
Real Estate Division, Mandy Contreras, (915) 212-1874

PUBLIC HEARING WILL BE HELD ON APRIL 1, 2026

17. 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. **26-0346**

All Districts
Museums and Cultural Affairs, Ben Fyffe, (915) 212-0110
Museums and Cultural Affairs, Claudia Cardoza, (915) 212-0110

PUBLIC HEARING WILL BE HELD ON APRIL 1, 2026

18. 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. **26-0329**

Subject Property: 529 Schwabe St.
Applicant: Aaron Aceves
Case Number: PZRZ25-00019

District 7
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Alejandra González, (915) 212-1506

PUBLIC HEARING WILL BE HELD ON APRIL 1, 2026

19. An Ordinance changing the zoning of Lots 1, 2, 3, and 4, Block 1, Neptune **26-0340**

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.

Subject Property: 8612, 8614, 8616, and 8618 Neptune Street
Applicant: Rosa Escalante
Case Number: PZRZ25-00025

District 2
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Jose Beltran, (915) 212-1607

PUBLIC HEARING WILL BE HELD ON APRIL 1, 2026

20. 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. **26-0343**

Subject Property: East of Resler Dr. and North of Cimarron Canyon Dr.
Applicant: Canutillo Independent School District
Case Number: PZRZ25-00022

District 1
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Luis Zamora, (915) 212-1552

PUBLIC HEARING WILL BE HELD ON APRIL 1, 2026

21. 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. **26-0344**

Subject Property: East of Resler Dr. and North of Cimarron Canyon Dr.
Applicant: Canutillo Independent School District
Case Number: PZCR25-00004

District 1
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Luis Zamora, (915) 212-1552

PUBLIC HEARING WILL BE HELD ON APRIL 1, 2026

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

22. An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Martin Armendariz, for the purchase price of $197,500.00; such real property legally described as a portion of Tracts 9 and 10, Boothe Ville No. 2, **26-0256**

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.

District 7
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), Chapter 12.44 (Stopping, Standing and Parking Generally), Section 12.44.180 (Regulations Pertaining to Certain Special Situations), Subsection B (the regulations applicable to each such zone are as follows:), to Delete Paragraph 31 (Reserved for Library Vehicles Only), Item B. Two spaces on the north side of Franklin Avenue between Oregon Street and El Paso Street, and to add paragraph 34 (reserved for Library and Mexican American Cultural Center (MACC) vehicles only), Item A. Two spaces on the north side of Franklin Avenue between Oregon Street and El Paso Street; the penalty as provided for in Section 12.84.010 of the El Paso City Code. **26-0266**

District 8
Streets and Maintenance, Randy Garcia, (915) 212-7005
Streets and Maintenance, Joshua Lerma, (915) 212-7049

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

24. Discussion and action to amend the February 3, 2026, motion regarding the prevention of installations of ICE detention facilities to include a resolution calling for a reaffirmation of the independence of federal grand juries and requesting impartial investigations of allegations involving federal immigration enforcement agencies, specifically related to the recent death of Geraldo Lunas Campos and others that have taken place at Camp East Montana. **26-0362**

Once approved, the resolution should be sent 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, and the United States District Clerk for the Western District of Texas.

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

REGULAR AGENDA - OTHER BUSINESS:

25. Discussion and action on a Resolution authorizing the Grant Administrator or designee to submit grant application 3007111 for the City of El Paso Police Department project identified as “El Paso 2025 Operation Stonegarden (OPSG)” through the Public Safety Office of the State of Texas, including all related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, and/or terminate the grant which will provide financial assistance to the City of El Paso. In the event of loss or misuse of grant funds, the City of El Paso assures that it will return the funds to the Office of the Governor in full. Requesting $1,291,429.00, no cash match required. Grant period will be from March 1, 2026 - February 28, 2027. **26-0297**

All Districts
Police, Assistant Chief Humberto Talamantes, (915) 212-4309
Police, Commander Reginald Moton, (915) 212-4147

26. Discussion and action on a Resolution authorizing the Mayor to sign an Interlocal Agreement regarding Operation Stonegarden FY24 between the City of El Paso, the County of El Paso, the City of Anthony, the Town of Horizon City, the City Of Socorro, the Town of Clint, Constable Precinct One, Constable Precinct Four, Constable Precinct Six, San Elizario Marshals, and Texas Department of Public Safety-Aviation Team, for the grant period of September 1, 2024 -August 31, 2027. Approval will allow the El Paso Police Department to accept and administer federal grant funding to enhance coordinated law enforcement patrol operations in support of border security and public safety objectives. **26-0311**

All Districts
Police, Assistant Chief Humberto Talamantes, (915) 212-4309
Police, Commander Reginald Moton, (915) 212-4147

27. Discussion and action on Resolution to authorize the City Manager to sign a Chapter 380 Economic Development Program Agreement between the City of El Paso and EAST FM SIERRA VISTA HOLDING CO. LLC, in support of an infill development project located at 8500 N. Gateway Blvd. The Agreement requires the Applicant to make a minimum investment of $4,921,544.00, and in consideration, the City shall provide economic incentives up to $210,293.02 in the form of Real Property Tax Rebate, Construction Materials Sales Tax Rebate, and Building Construction Fee Rebate. **26-0327**

District 2
Economic and International Development, Jessica Torres, (915) 212-0094
Economic and International Development, Karina Brasgalla, (915) 212-0094

28. Discussion and action on a Resolution authorizing the City Manager to execute a Texas Economic Development (TED) Incentive Program Fund Agreement between the City of El Paso and PX FI FORM375 OWNER, LP, supporting the FORM375 industrial development. The Agreement provides $2,000,000 in TED Fund grants tied to performance metrics and complies with TED Program Policy, supports trade and logistics, and demonstrates a net positive impact to El Paso Electric's Texas Service Area. **26-0351**

District 7
Economic and International Development, Karina Brasgalla, (915) 212-0094

29. Discussion and action on a Resolution authorizing the submission of an application to the Office of Congresswoman Veronica Escobar requesting funds from the Community Project Funding program in the amount of $3,200,000.00, with a $800,000.00 match from the City, for the Paso Del Norte and Stanton International Ports Intelligent Transportation Systems (ITS) Project. **26-0352**

District 8
Strategic and Legislative Affairs, Ian Voglewede, (915) 212-1299
Strategic and Legislative Affairs, Omar Martinez, (915) 479-0341

30. Discussion and action on a Resolution authorizing the submission of an application to the Office of Congresswoman Veronica Escobar requesting funds from the Community Project Funding program in the amount of $5,000,000.00, with no match from the City, for the Public Safety Complex Improvements Project. **26-0353**

District 3
Strategic and Legislative Affairs, Ian Voglewede, (915) 299-9409
Strategic and Legislative Affairs, Omar Martinez, (915) 479-0341

31. Discussion and action on a Resolution authorizing the submission of an application to the Office of Congresswoman Veronica Escobar requesting funds from the Community Project Funding program in the amount of $3,000,000.00, with the federal government contributing $2,400,000.00, a $300,000.00 match from the City, and $300,000.00 match from the Deck Plaza Foundation, for the I-10 Deck Plaza Project. **26-0354**

District 8
Strategic and Legislative Affairs, Ian Volgewede, (915) 299-9409
Strategic and Legislative Affairs, Omar Martinez, (915) 479-0341

32. Discussion and action on a Resolution authorizing the submission of an application to the Office of Congresswoman Veronica Escobar requesting funds from the Community Project Funding program, in the amount of $14,885,381.21, with no match from the City, for the El Paso PD Equipment Purchase Program. **26-0355**

All Districts
Strategic and Legislative Affairs, Ian Voglewede, (915) 212-1299
Strategic and Legislative Affairs, Omar Martinez, (915) 479-0341

33. Discussion and action on a Resolution authorizing the submission of an application to the Office of Congresswoman Veronica Escobar requesting funds from the Community Project Funding program in the amount of $2,000,000, with no match from the City, for the Henderson Community Clinic Improvements Project. **26-0356**

District 8
Strategic and Legislative Affairs, Ian Voglewede, (915) 299-9409
Strategic and Legislative Affairs, Omar Martinez, (915) 479-0341

34. Discussion and action on a Resolution authorizing the submission of an application to the Office of Congresswoman Veronica Escobar requesting funds from the Community Project Funding program in the amount of $3,209,778.12, with a $802,444.53 match from the City, for the Compressed Natural Gas (CNG) Refueling Station Upgrade Project. **26-0358**

District 3
Strategic and Legislative Affairs, Ian Voglewede, (915) 212-1299
Strategic and Legislative Affairs, Omar Martinez, (915) 479-0341

35. Discussion and action to approve a Resolution to adopt the Climate Action Plan **26-0370**

for the City of El Paso.

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

36. Discussion and action on a Resolution that the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and AECOM Technical Services, Inc., California, USA, Foreign-For Profit Corporation Authorized to Transact Business in Texas, for a project known as "2026-0135R Design Services for the El Paso Downtown International Ports Intelligent Transportation Systems Design & Regional Integration Project" for an amount not to exceed $1,428,414.89. **26-0332**

District 8
Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065
Capital Improvement Department, Yvette Hernandez, (915) 212-0065

EXECUTIVE SESSION

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

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

ADJOURN

NOTICE TO THE PUBLIC: Sign Language interpreters are provided for Regular City Council Meetings. If you need Spanish Interpretation Services, please email CityClerk@elpasotexas.gov by 12:00 p.m. on the Friday before the meeting.
Si usted necesita servicios de interpretación en español, favor de enviar un correo electrónico a CityClerk@elpasotexas.gov a mas tardar a las 12:00 p.m. del viernes previo a la fecha de la junta.

ALL REGULAR CITY COUNCIL AGENDAS ARE POSTED AT http://www.elpasotexas.gov/

File #: 26-0337, **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 Meetings of February 17, 2026 and March 3, 2026, the Special Meetings of February 20, 2026, and February 23, 2026, and the Work Session of March 2, 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

February 17, 2026
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:00 AM

……

9:00 AM PLEDGE OF ALLEGIANCE

Del Valle High School at the Invitation of City Representative Lily Limón

Leonardo Gómez
Cindy Hernández
Eva Villarreal
Jayden Jiménez
Rocio Miranda

……

MAYOR'S PROCLAMATIONS

National El Paso Marathon Runners Day

Amigo Man - 50th Birthday Celebration

El Paso Mission Trail Association Founders Day

Black Children's Book Week

El Paso Heart Safe School Awareness Day

……

10:00 AM ROLL CALL

……

The City Council of the City of El Paso met on the above time and date. The meeting was called to order at 10:01 a.m. Mayor Renard Johnson was present and presiding, and the following Council Members answered roll call: Alejandra Chávez, Josh Acevedo, Cynthia Boyar Trejo, Ivan Niño, Art Fierro, Lily Limón, and Chris Canales. Late arrival: Deana Maldonado-Rocha at 10:02 a.m.

……

INVOCATION BY THE EL PASO POLICE CHAPLAIN JOE MARATTA

……

PUBLIC COMMENT ON CONSENT AGENDA AND REGULAR AGENDA ITEMS

……

The following members of the public spoke on Item 13:

1. Jonathan Zayan

2. Diana Ramirez
3. Maria Garcia
4. Sugat Borthakur
5. Vanessa Almada
6. Jay Mania
7. Anna Valtierra
8. Gisel Fregoso
9. Jose Gaston Barriga
10. Wesley Lawrence
11. Cynthia Marentes
12. Luca Soto
13. Destiny Garcia
14. Cynthia Davila

……

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

……

The following members of the public commented:

1. Ms. Elizabeth Crawford
2. Ms. Claudia Contreras Siller
3. Ms. Josie Karam
4. Mr. Raul Castañeda Bullet
5. Ms. Barbara Valencia
6. Mr. Ron Comeau
7. Mr. Rene Corral
8. Ms. Sandra Olivas
9. Ms. Celinda R. Crews
10. Ms. Patricia Osmond
11. Mr. Jose Gaston Barriga

……

NOTICE TO THE PUBLIC

……

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

……

1. *Motion made, seconded, and unanimously carried to **APPROVE** the minutes of the Work Session of February 2, 2026.

……

CONSENT AGENDA – REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

……

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

……

CONSENT AGENDA – RESOLUTIONS:

……

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

A RESOLUTION APPROVING A DETAILED SITE DEVELOPMENT PLAN FOR LOT 3, BLOCK 2, DESERT PASS UNIT SIX, 220 DESERT PASS STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.04.150. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, CAMINO REAL INVESTMENTS I. **LTD,** (the "Owner") has applied for approval of a detailed site development plan which requires City Plan Commission and City Council approval. The detailed site development plan is subject to the development standards in the **C-3/SC (COMMERICAL/SPECIAL CONTRACT) District** regulations and 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,

WHEREAS, a report was made by the staff to the City Plan Commission and a public hearing was held regarding such application;

WHEREAS, the City Plan Commission has approved and herein recommends Council approval of the subject detailed site development plan; and

WHEREAS, the City Council finds that the detailed site development plan meets all applicable requirements of the El Paso City Code:

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

1. Pursuant to requirements, the City Council hereby approves the detailed site development plan submitted by the Applicant, to **permit apartments** as required under the **C-3/SC (COMMERICAL/SPECIAL CONTRACT)** District as per Section **20.04.150,** on the following described property which is located in a **C-3/SC (COMMERICAL/SPECIAL CONTRACT)** District:

   Lot 3, Block 2, Desert Pass Unit Six, 220 Desert Pass Street,
   City of El Paso, El Paso County, Texas.

2. A copy of the approved detailed site development plan, signed by the Applicant, the City Manager and the Secretary of the City Plan Commission, is attached hereto, as **Exhibit "A"**** and incorporated herein by reference.

3. All construction and development on the property shall be done in accordance with the approved detailed site development plan and the development standards applicable in the C-**3/SC (COMMERCIAL/SPECIAL CONTRACT)** District regulations.

4. The Applicant shall sign an agreement to develop the property and to perform all construction thereon in accordance with the approved detailed site development plan and the standards applicable in the **C-3/SC (COMMERCIAL/SPECIAL CONTRACT)** District. Such agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary of the City Plan Commission before building permits are issued.

5. This approval shall be void if construction on the property is not started in accordance with the approved detailed site development plan within four (4) years from the date hereof.

**Exhibit available at the City Clerk's Office.

……..…….

4. ***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 **Consor North America, Inc.** an Oregon, USA, Foreign For-Profit Corporation, Authorized to Transact Business in Texas, for a project known as "2025-0590R Traffic Engineering and Design Services for City-Wide Park Safety Intersection Improvements" for an amount not to exceed $424,916.80; 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 $524,916.80; 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.

……..…….

CONSENT AGENDA – BOARD APPOINTMENTS:

……..…….

5. *Motion made, seconded, and unanimously carried to **APPOINT** Erin L. Martinez to the Ethics Review Commission by Representative Deanna Maldonado-Rocha, District 3.

……..…….

CONSENT AGENDA – NOTICE FOR NOTATION:

……..…….

6. *Motion made, seconded, and unanimously carried to **NOTE** P-Card Transactions for the period of December 23, 2025 - January 20, 2026, Special Projects, and Discretionary fund expenditures for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

……..…….

REGULAR AGENDA – FIRST READING OF ORDINANCES:

……..…….

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

……..…….

7. An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Eli Ramos Investments, LLC, for the purchase price of $168,000.00; such real property legally described as Tract 22 B, Block 38, Ysleta Grant, in the City of El Paso, El Paso County, Texas, containing 0.318 acres of land, more or less, and being as further described by metes and bounds as shown on Exhibit "A" and made part thereof for all purposes, and Tract 22 C, Block 38, Ysleta Grant, in the City of El Paso, El Paso County, Texas, containing 0.205 acres of land, more or less, being more particularly described by metes and bounds shown on Exhibit "A" and made a part hereof for all purposes, also known as 8821 Alameda Avenue, El Paso, Texas.

……..…….

8. An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Arnulfo Figueroa and Sandra Valadez for the purchase price of $202,050.00; such real

property legally described as a portion of Tract 4C N/K/A Tract 4-C-3, Block 38, Ysleta Grant, in the City of El Paso, El Paso County, Texas, according to the resurvey of said Ysleta Grant made by El Paso County, Texas, for tax purposes, and a portion of Lot 6, Block 2, Frutus Place, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 11, Page 32, Real Property Records, El Paso County, Texas.

……..…….

PUBLIC HEARING WILL BE HELD ON MARCH 3, 2026, FOR ITEMS 7 AND 8

……..…….

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

……..…….

9. ITEMS 9 THROUGH 11 WERE TAKEN TOGETHER

ORDINANCE 019843

The City Clerk read an Ordinance entitled: **AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO JCGAR VENTURES, LLC, FOR THE PURCHASE PRICE OF $51,000; SUCH REAL PROPERTY LEGALLY DESCRIBED AS PORTION OF LOTS 18 AND 19, BLOCK 6, ALAMEDA ACRES, CITY OF EL PASO, EL PASO COUNTY, TEXAS.**

10. ORDINANCE 019844

The City Clerk read an Ordinance entitled: **AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO JUAN MARTINEZ, FOR THE PURCHASE PRICE OF $49,000.00; SUCH REAL PROPERTY LEGALLY DESCRIBED AS PORTIONS OF LOTS 8, 9, AND 10, BLOCK 3, LANCASTER ADDITION UNIT 3, CITY OF EL PASO, EL PASO COUNTY, TEXAS.**

11. ORDINANCE 019845

The City Clerk read an Ordinance entitled: **AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO TORRESDEY VENTURES, LLC, FOR THE PURCHASE PRICE OF $25,000; SUCH REAL PROPERTY LEGALLY DESCRIBED AS A PORTION OF TRACT 9B, BLOCK 36, YSLETA GRANT, ALSO KNOWN AS A PORTION OF TRACT #1, SPOHR ADDITION, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16, PAGE 49, REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS.**

Representative Limón commented.

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

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

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

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

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

……..…….

12. ORDINANCE 019846

The City Clerk read an Ordinance entitled: **AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A TAX RESALE DEED CONVEYING ALL RIGHT, TITLE, AND INTEREST IN REAL PROPERTY DESCRIBED AS: A PORTION OF LOT 18, BLOCK 13A, LOGAN HEIGHTS ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, TO HUMBERTO LOZANO ("BUYER"), IN ACCORDANCE WITH SECTION 34.05(H) OF THE TEXAS TAX CODE.**

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

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

……..…….

REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL:

……..…….

13. ITEM: Discussion and action authorizing the City Manager to develop within 60 days a proposed Data Center Policy Framework for the City of El Paso. The framework shall prioritize community engagement, utility providers, local, state and regional government in implementation considerations, evaluate long term impacts on infrastructure and utilities. During development of the framework, City negotiations or development discussions related to new data center projects shall be paused. Further, direct the city attorney to conduct a legal analysis of all current 380 agreements with data centers.

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

The following City staff members commented:

- Ms. Dionne Mack, City Manager
- Ms. Karla Nieman, City Attorney

The following members of the public commented:

1. Ms. Mary Woodruff
2. Mr. Jon Barela
3. Mr. Miguel Escoto
4. Ms. Holli Davies
5. Mr. Saul Gonzalez
6. Mr. Josh Simmons
7. Ms. Veronica Carbajal

8. Ms. Paulina Aburto
9. Ms. Patricia Osmond
10. Mr. Ulises Cordova
11. Mr. Jerry Kurtyka
12. Ms. Theresa Seelig
13. Ms. Amanda Garcia
14. Philip Sullivan

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

1. Eric Padilla Colmenero	18. Yasmin Ramirez	35. Lydia Sosa
2. Isabel Hernandez-Fuerte	19. Toni Rivera	36. Blanca Estela Ramirez
3. Marcella Carrillo	20. Arleen Lopez	37. Victora G Molinar
4. Mary Cole	21. Sylvia Searfoss	38. Amanda Garcia
5. Rodolfo Rodriguez	22. Ariana Gonzalez-Eriker	39. Jacqueline Armijo
6. Elva Villagran	23. Grace Zhao	40. Theresa Seelig
7. Olivia Ray Wilson	24. Raymond Surya	41. Robyn Ruelas
8. Jonathan Zayan	25. Natalie Gomez	42. Amelia Furrow
9. Dianna Valenzuela	26. Pámela Vigo Sánchez	43. Alma Padilla
10. Julie Contreras	27. Vianey Alderete Contreras	44. Juliana Lopez
11. Marisol Clausen	28. Rodolfo A. Parra Jr.	45. Adalina Contreras
12. Julian Gavin Ramos	29. Rick Vielma	46. Nadia Shashaty Antowan
13. Candace Cano	30. Peggy Hinkke	
14. Sandra Olivas	31. Yvonne Barrios	47. Ramon Ortiz
15. Alyssa Garza	32. Adrian Robles	48. Liliana Torres
16. Maria Fernanda Treviño	33. Carmelo Bralich	49. Itzel A Amaya Martinez
17. Abraham Goytia	34.Joseline Avila	

1ST MOTION (MAIN MOTION)
Motion made by Representative Boyar Trejo, seconded by Representative Acevedo, to authorize the City Manager to develop within 60 days a proposed Data Center Policy Framework for the City of El Paso. The framework shall prioritize community engagement, utility providers, local, state and regional government in implementation considerations, evaluate long term impacts on infrastructure and utilities.

During development of the framework, City negotiations or development discussions related to new data center projects shall be paused. Further, direct the city attorney to conduct a legal analysis of all current 380 agreements with data centers to identify best practices, lessons learned, and opportunities to develop a new framework.

2ND MOTION
Motion made by Representative Fierro, seconded by Representative Limón, to **DELETE** the item.

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

3RD MOTION
Motion made by Representative Acevedo, seconded by Representative Boyar Trejo, to **AMEND** the motion by inserting the words ***"with El Paso County to share costs in hiring a consultant that will analyze the impacts of data centers and other developments that***

may have potentially large demands on our resources" after the words **"**for the City of El Paso**".**

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

4TH MOTION
Motion made by Representative Chávez, seconded by Representative Niño, and carried to **AMEND** the motion by striking the words:

~~***During development of the framework, City negotiations or development discussions related to new data center projects shall be paused.***~~

And striking the words:
~~***all current***~~

AYES: Representatives Chávez, Maldonado-Rocha, Boyar Trejo, and Niño
NAYS: Representatives Acevedo, Fierro, Limón, and Canales
Mayor Johnson broke the tie by voting "AYE". THE MOTION CARRIED.

5TH MOTION
Motion made by Representative Niño, seconded by Representative Boyar Trejo, and carried to **AMEND** the motion by striking the words ***"within 60 days."***

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

6TH AND FINAL MOTION (MAIN MOTION AS AMENDED)
Motion made by Representative Boyar Trejo, seconded by Representative Acevedo, and carried to **AUTHORIZE** the City Manager to develop a proposed Data Center Policy Framework for the City of El Paso. The framework shall prioritize community engagement, utility providers, local, state and regional government in implementation considerations, evaluate long term impacts on infrastructure and utilities.

Further, direct the city attorney to conduct a legal analysis of 380 agreements with data centers to identify best practices, lessons learned, and opportunities to develop a new framework.

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

……

The City Council Meeting was **RECESSED** at 1:36 p.m. for lunch.

The City Council Meeting was **RECONVENED** at 2:38 p.m.

……

14. Motion made by Representative Boyar Trejo, seconded by Representative Acevedo, to **DIRECT** the City Manager to evaluate and implement improvements to pothole repair practices, including drop-and-go, hot-mix, and permanent repair methods; establish criteria for addressing streets with repeated failures; and strengthen inspection practices for utility-related roadway work. The City Manager shall return to City Council within thirty (30) days with data, cost comparisons, and recommended process changes, including actions to be

incorporated into the City's upcoming strategic plan without increasing the existing pothole repair budget, and for consideration as part of the next fiscal year budget.

Representative Boyar-Trejo presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Acevedo, Maldonado-Rocha, Fierro, Limón, and Canales commented.

Ms. Dionne Mack, City Manager, commented.

Ms. Patricia Osmond, citizen, commented.

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

……..……

15. Motion made by Representative Acevedo, seconded by Representative Boyar Trejo, to **DIRECT** the City Manager and City Attorney to begin the process for a November 2026 City Charter Amendment Special Election, conduct public outreach, and seek outside counsel, if needed. Further, discussion and action on activating the City of El Paso Ad Hoc Charter Advisory Committee for the purpose of a City Charter Amendment Special Election to be held in November 2026.

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

The following City staff members commented:

- Ms. Dionne Mack, City Manager
- Ms. Karla Nieman, City Attorney
- Ms. Laura D. Prine, City Clerk

Ms. Patricia Osmond, citizen, commented.

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

……..……

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

……..……

16. Motion made by Representative Limón, seconded by Representative Fierro, and unanimously carried to **AWARD** Solicitation 2026-0191 Citywide Pavement Markings 2025 to Pavement Markings, LLC dba PMI Pavement Markings, LLC for a total estimated amount of $6,082,000.00, including an optional term as indicated below:

Department:	Streets and Maintenance
Award to:	Pavement Markings, LLC dba PMI Pavement Markings, LLC
City & State:	Phoenix, AZ
Item(s):	All
Initial Term:	730 Consecutive Calendar Days
Option Terms:	730 Consecutive Calendar Days
Total Contract Time:	1,460 Consecutive Calendar Days

Initial Term Estimated Award:	$3,041,000.00
Option Term Estimated Award:	$3,041,000.00
Total Estimated Award:	$6,082,000.00
Account(s):	532-2560-32040-522270-P26STYR7ART 532-2560-32040-522270-P27STYR8ART 532-4825-29110-522270-TBA 532-1000-32040-P3230-522270
Funding Source(s):	FY26 Arterial Street Resurfacing - PayGo FY27 Arterial Street Resurfacing - PayGo Top50 Arterials - Community Progress Bond FY26-27 General Fund
District(s):	All

This was a Low Bid Procurement.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments, recommend award as indicated to Pavement Markings, LLC dba PMI Pavement Markings, LLC the lowest responsive and responsible bidder.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

Work under this unit price contract is only an estimated value and will be ordered, performed, invoiced, and paid by measured quantity. The actual cost of this contract may be higher or lower than the total estimated value and will be the sum total of unit prices at the end of the contract term.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

Ms. Patricia Osmond, citizen, commented.

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

……..…….

REGULAR AGENDA – OTHER BUSINESS:

……..…….

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

WHEREAS, the El Paso State Legislative Delegation requests the City of El Paso's legislative and funding priorities in preparation for the 90th Legislative Session; and

WHEREAS, the requested deadline for submission of the City of El Paso's legislative and funding priorities is expected to be in June 2026; and

WHEREAS, the City staff will approach the El Paso State Legislative Delegation to support the implementation of the Legislative Agenda and to support drafting bills related to the 90th Legislative Session; and

WHEREAS, the Legislative Agenda for the 90th Legislative Session should specify key issues and priorities, new legislation, amendments to existing laws, policy changes, statutory changes, and state funding requested by the City of El Paso.

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

THAT the El Paso City Council approves the adoption of the Legislative Agenda for the 90th Legislative Session; and

THAT the City Manager, or designee, is authorized to sign any documents necessary for the implementation of the Legislative Agenda for the 90th Legislative Session, after consultation with the City Attorney's Office.

Mr. Cesar Ortiz, Strategic and Legislative Affairs Policy Analyst, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

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

Motion made by Representative Maldonado-Rocha, 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

……..……

18. ITEMS 18 AND 19 WERE TAKEN TOGETHER

R E S O L U T I O N

WHEREAS, on or about April 9, 2002, the City Council of the City of El Paso approved the Public Art Ordinance, as amended on September 21, 2010, that calls for the promotion and encouragement of "private and public programs to further the development and public awareness of, and interest in, the fine arts and cultural properties, to increase employment opportunities in the arts, to encourage the integration of art into the architecture of municipal structures of the City of El Paso, and to provide the citizens of the City high quality, publicly accessible works of art, which contribute to the urban landscape and symbolizes the City's sense of place"; and

WHEREAS, said Public Art Ordinance also required the City of El Paso to create a Public Art Master Plan to guide the public art program and the expenditures of the public art fund; and

WHEREAS, the City of El Paso retained a consultant to develop the 2026-2036 Public Art Master Plan, as required by the ordinance, which would serve as a living document providing a framework to revive the culture and color of El Paso; proposing ways to include artists in shaping the architecture, infrastructure, icons and images of the City. The consultant has developed such a plan; and

WHEREAS, the 2026-2036 Public Art Master Plan is intended to further the following public policy goals: (a) enhance the quality of life of its residents through the thoughtful infusion of artists at a neighborhood level and in the design of publicly financed infrastructures; (b) promote economic revitalization by adding value to municipal facilities, creating ongoing opportunities for artists and artisans to enhance visitor experience; and (c) define, focus, enhance and improve authentic images of El Paso as a unique place, community and destination; and

WHEREAS, the City Council is of the opinion that the 2026-2036 Public Art Master Plan is of benefit to the citizens of El Paso as a tool to properly bring a unique design and cohesion to the City's public places, create works and environments that celebrate and offer insights about the region's history and culture, as well as bolster the City's distinctive sense of place; and

WHEREAS, City Council herein finds that the 2026-2036 Public Art Master Plan should provide a basis for all future public art programs and guidance of all expenditures from the public art fund.

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

1. That the 2026-2036 Public Art Master Plan for the City of El Paso, attached as Exhibit "A"** and incorporated for all purposes as if set forth verbatim ("the Plan"), is hereby approved and adopted as the primary guideline to be utilized in all public art programs; and

2. That the Plan and its incorporated 10-year action plan shall be used as the primary guideline utilized in determining and appropriating expenditures from the public art fund; and

3. That adoption of the Plan shall not commit the City of El Paso to specific funding levels or implementation strategies, but shall provide guidance for the City's vision for the public art program.

4. That City Council authorize the City Manager or his designee to negotiate with the appropriate parties to allow the City to fund, implement, and participate in the Public Art Master Plan.

**Exhibit available at the City Clerk’s Office.

Mr. Ben Fyffe, Cultural Affairs Managing Director, introduced the item.

Ms. Meredith McKinley, Founder of Via Partnership, LLP, presented a PowerPoint presentation (copy on file in the City Clerk’s Office).

Representatives Chávez and Limón commented.

Ms. Patricia Osmond, citizen, commented.

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

WHEREAS, under the provisions of the City Code Chapter 2.40 (Department of Museums and Cultural Affairs) Section 2.40.70 (Art in Municipal Places) and Section

2.40.80 (Administration of the Public Art Program and Establishment of the Public Art Committee) the City of El Paso provided for art in municipal places, established a means of funding acquisition or commissioning of art for municipal places and established that the Public Art committee and the Museums and Cultural Affairs Advisory Board shall submit an annual Public Art Plan to the City Council; and

WHEREAS, the 2026 Public Art Plan (the "Plan") attached hereto as Exhibit "A" was approved by the Public Art Committee ("PAC") and the Museums and Cultural Affairs Advisory Board ("MCAAB"); and

WHEREAS, the City Council may accept or reject any portion of this Plan; and

WHEREAS, the City Council, having taken into consideration the recommendation of the PAC and MCAAB, determines that the Plan is reasonable and appropriately adopted and that said Plan serves the public purpose of enhancing the quality of life of the citizens of El Paso through the development of fine arts and cultural properties and by encouraging the integration of art in the architecture of municipal structures.

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

1. That the 2026 Public Art Plan, attached hereto, be and is hereby officially adopted.

2. That the 2026 Plan includes current art projects in progress initiated in 2025 and new projects to be initiated in Fiscal Year 2026 and on, and describes the planned location, proposed budget, timetable, and artist selection process for each project, and contains updates on public art projects in progress.

3. That adoption of the Plan is fully funded through 2010, 2011, 2012, 2013, 2017, 2018, 2019, and 2020 Certificates of Obligation; the 2012 Infrastructure and Quality of Life Bonds; the 2019 Public Safety Bonds; and the 2022 Community Progress Bonds.

4. That the City Manager or a designee is authorized to enter into contracts and amendments to contracts to carry out the Amended Plan as described in Exhibit "A"**. If an artist identified in the Plan is unable or unwilling to finalize a contract with the City, then the City Manager is authorized to execute a contract and contract amendments with a new artist as selected by the Museum and Cultural Affairs Department approved by the Public Art Committee.

5. That the City Manager or a designee is authorized to enter into Allied Artist Agreements which correspond to Public Art projects described in Exhibit "A"** for totals not to individually exceed $10,000.00.

**Exhibit available at the City Clerk's Office.

Ms. Miriam Garcia, Public Arts Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Johnson commented.

Mr. Ben Fyffe, Cultural Affairs Managing Director, commented.

Ms. Patricia Osmond, citizen, commented.

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

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

……..…….

20. **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 Golf Course Operation and Concession Agreement between the City of El Paso and EP GOLFCO, LLC., to allow a private concessionaire to run the golf course for public use, to provide the successful operation, improved efficiency, and greatest benefit to the citizens of the City of El Paso, located at the premises numerically known as 1510 Hawkins Boulevard, El Paso, Texas 79925 and more particularly described as:

A portion of Morehouse Survey No. 12 and a portion of Section 40, Block 80 TSP 2 T&P Survey, City of El Paso, El Paso County, Texas, and municipally known as Lone Star Golf Club (f/k/a/ Cielo Vista Golf Course).

Ms. Larissa Garcia, Airport Real Estate Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

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

Mr. Ignacio Troncoso, Assistant City Attorney, commented.

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

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

……..…….

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

WHEREAS, on February 7, 2023 the City set the framework for the leasing, operation, and maintenance of the Advanced Manufacturing Campus and Innovation Factory in accordance to the requirements of the United States Department of Commerce's Economic Development Administration grant and the Coronavirus State and Local Recovery Fund; and

WHEREAS, the City Council approved the El Paso Makes Innovation Factory Incentive and Lease Policy ("IF Policy"); and

WHEREAS, the City desires to repeal IF Policy except as to those agreements funded with ARPA or other federal funds that remain in effect; and

WHEREAS, the City desires to implement the Advanced Manufacturing Incentive Policy ("AMD Policy") under the authority of Chapter 380 of the Texas Local Government Code to provide a clear, flexible framework for the creation and administration of economic

development programs that advance public value and serve a municipal purpose of the City; and

WHEREAS, the AMD Policy will govern three coordinated program areas: (1) the Innovation Factory, which supports early-stage and emerging manufacturers through flexible production space and incubation services; (2) the Advanced Manufacturing District (AMD), a development-ready industrial area intended to attract and retain high-impact manufacturing operations; and (3) the Innovation Network for Manufacturers; and

WHEREAS, the AMD Policy directly supports the City's Strategic Plan, implementation of the Build Back Better Regional Challenge, and coordinated economic development activities at El Paso International Airport.

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

1. That the City Council hereby approves and adopts the *Advanced Manufacturing Incentive Policy* ("AMD Policy"), pursuant to the City's authority under Chapter 380 of the Texas Local Government Code, and which shall supersede and replace *El Paso Makes Innovation Factory Incentive and Lease Policy* ("IF Policy"), except as to those agreements funded with ARPA or other federal funds that remain in effect.

2. That the Economic and International Development Department is designated as the administering department for all incentive programs implemented pursuant to the AMD Incentive Policy.

3. That administrative approval authority for DIBBs Readiness Incentives is assigned to the City Manager, or designee.

4. That no Innovation Factory or Advanced Manufacturing District lease incentive, lease agreement, or other binding commitment may be executed without prior formal approval by the City Council.

5. That the City Manager, or designee, is authorized to approve and execute non-material amendments, renewals, or extensions to agreements approved pursuant to Section 4, provided that such actions do not materially alter the purpose, consideration, term or financial obligations of the agreement and remain consistent with the intent of the original City Council approval.

6. That any administrative action taken pursuant to Section 5 shall be reported to the City council as part of periodic reporting on the implementation of the AMD Policy.

7. That all agreements executed pursuant to the AMD Policy shall be coordinated with the El Paso International Airport to ensure compliance with applicable Federal Aviation Administration rules, airport leasing procedures, and operational requirements.

8. That the City Manager, or designee, is authorized to perform any budget transfers and to execute related administrative documents necessary to carry out and consistent with this Resolution.

Ms. Jessica Cordova, Economic Development Business Services Coordinator/Industry Development, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

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

Ms. Patricia Osmond, citizen, commented.

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

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

……..…….

22. **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, is authorized to sign the Second Amendment to the Standard Form of Agreement by and between the City of El Paso and Jordan Foster Construction, LLC ("Design Builder") for the project known as 2024-0272R Advanced Manufacturing District, to accept and incorporate the Design Builder's Guaranteed Maximum Price Proposal for the project in the amount of Twenty-Six Million One Hundred Fifty Four Thousand Three Hundred Ninety One Dollars ($26,154,391.00). This Amendment allows 464 calendar days for substantial completion of the work, with an additional 30 calendar days for final completion. The City Manager, or designee, is hereby authorized to execute any documents and contract amendments needed to carry out the intent of this Resolution.

Ms. Victoria Ruiz, Capital Improvements Program Administrator, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representative Maldonado-Rocha commented.

Ms. Patricia Osmond, citizen, commented.

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

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

……..…….

23. **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 **H&N PROPERTY HOLDINGS, LLC,** a Texas limited liability company ("Applicant"), in support of an infill development project located at *911 Tays St., El Paso, Texas 79901* ("Project"). The Agreement requires the Applicant to make a minimum investment of *$322,120.42* in the Project, and in consideration, the City shall provide economic incentives not to exceed *$30,554.54* in the form of a Real Property Tax Rebate, a Construction Materials Sales Tax Rebate, and a Building Construction Fee Rebate.

Ms. Jessica Torres, Economic and International Development Business Services Coordinator, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representative Chávez commented.

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

Ms. Patricia Osmond, citizen, commented.

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

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

……..…….

24. Discussion and action on the results of the Accounts Receivable Program - 2nd Follow-Up Audit A2025-10.

Mr. Miguel Montiel, Audit Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Ms. Patricia Osmond, citizen, commented.

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Niño, and unanimously carried to **ACCEPT** the results of the Accounts Receivable Program – 2nd Follow-Up Audit A2025-10.

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

……..…….

25. **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 Capital Improvement Department, 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 from the Project Savings to Downtown Bicycle Improvements Phase 1, as listed and referenced below:

BT Number	Fund	Project	Increase /(Decrease)
2026-0373	4746	PCPBALANCE	(159,198.55)
2026-0373	4746	PCP21TRAN05	159,198.55

Mr. Sasho Andonoski, Office of Management and Budget Director, introduced the item.

Mr. Joaquin Rodriguez, Grant Funded Programs Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Chávez and Limón commented.

Ms. Patricia Osmond, citizen, commented.

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

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

……..…….

26. *Motion made, seconded, and unanimously carried to **POSTPONE TWO WEEKS** discussion and action on a Resolution that the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the design of the STP-MM Reconstruction Project On System grant improvements, "I-10 Deck Plaza Project", which has an estimated total project cost of $10,601,001.00 of which the estimated local government participation amount is estimated at $584,321.00 plus any cost overruns. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

……..…….

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

WHEREAS, Sembrando Esperanza is a coalition of local organizations 501 (c) (3) nonprofit focused on local community engagement and environmentalism in nine neighborhoods of the City of El Paso (the "City"); and

WHEREAS, Sembrando Esperanza collaborates with the City in efforts to raise climate awareness among local communities; and

WHEREAS, the UNIVERSITY OF TEXAS AT EL PASO (UTEP), a Texas State Agency, Texas Public Institution of Higher Education and component institution of the University of Texas System (University) is an integral part of the community with its technical expertise in borderland environmental issues and interdisciplinary studies; and

WHEREAS, the City of El Paso's Climate Planning efforts identified a number of climate resilient activities including: increased urban tree canopy; and

WHEREAS, the City of El Paso has identified the necessary $20,000.00 match grant from approved operational funds for fiscal year 2025-26; and

WHEREAS, Sembrando Esperanza and UTEP intend to partner with the City for the application and during the implementation of a Community Forestry Grant through the Texas A&M Forest Service (the "Grant"); and

WHEREAS, if selected for the Grant, Sembrando Esperanza would use grant funds to plant trees, train tree stewards, and encourage local participation and service under the umbrella of 915 Treekeepers; and

WHEREAS, if selected for the Grant, UTEP would provide technical in-kind support to achieve the program objectives; and

WHEREAS, the City has actively collaborated with Sembrando Esperanza in the 915 Tree Keepers program.

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

THAT the City of El Paso partner with Sembrando Esperanza and UTEP to submit an application to a $50,000.00 Texas A&M Forest Service Forestry Grants program, with a $21,000.00 cash and $29,000.00 in-kind match from the City.

THAT the City of El Paso City Council authorize the submission of an application to the Texas A&M Forest Service Forestry Grants program with a $21,000.00 cash and $29,000.00 in-kind match from the City, for the 915 Resilient Community Forest project.

THAT the City Manager, or designee, is authorized to sign any documents necessary for the proper submission of the Application;

THAT the City Manager, or designee, is authorized to sign any documents necessary to accept a grant resulting from the Application, after consultation with the City Attorney's Office;

THAT the City Manager, or designee, is authorized to sign any documents related to a grant resulting from the Application, including, but not limited to, revisions to the project scope of work, revisions that increase, decrease or de-obligate program funds, revisions to the operation plan, and documents to reject, amend, correct, and/or terminate the grant;

THAT the City Manager, or designee, is authorized to explore funding sources and partnerships that leverage the strength of the Application and any grant resulting from the Application.

Ms. Dora Hernandez, Climate Program Manager, presented a PowerPoint presentation (copy on file in the City Clerk’s Office).

Representatives Niño and Limón commented.

Ms. Patricia Osmond, citizen, commented.

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

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

……..…….

ADDITION TO THE AGENDA

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EXECUTIVE SESSION

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Motion made by Representative Limón, seconded by Representative Niño, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION,** at 5:38 p.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

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

Motion made by Representative Niño, seconded by Representative Limón, and unanimously carried to **ADJOURN** the Executive Session at 6:14 p.m. and **RECONVENE** the meeting of the City Council.

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

……..…….

ADD1. Legal advice regarding the Notice to Airmen #6/2233 regarding a Temporary Flight Restriction issued on Tuesday, February 10, 2026. (551.071)

NO ACTION was taken on this item.

……..…….

Motion made by Representative Niño, seconded by Representative Canales, and unanimously carried to **ADJOURN** this meeting at 6:15 p.m.

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

……..…….

APPROVED AS TO CONTENT:

_____
Laura D. Prine, City Clerk

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

SPECIAL CITY COUNCIL MEETING MINUTES
February 20, 2026
COUNCIL CHAMBERS, CITY HALL, 300 N. CAMPBELL AND VIRTUALLY
1:00 P.M.

The City Council met at the above place and date. The meeting was called to order at 1:03 p.m. Mayor Pro Tempore Alejandra Chávez was present and presiding. The following Council Members answered roll call: Josh Acevedo, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Ivan Niño, Art Fierro, and Lily Limón. Absent: Mayor Renard Johnson and Chris Canales

EXECUTIVE SESSION

EX1. ITEM: Candidate interviews for the Internal Auditor position. (551.071 and 551.074)

1ST MOTION
Motion made by Representative Limón, seconded by Representative Niño, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION,** at 1:04 p.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 551.074 PERSONNEL MATTERS

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

2ND MOTION
Motion made by Representative Limón, seconded by Representative Boyar Trejo, and unanimously carried to **ADJOURN** the Executive Session at 4:06 p.m. and **RECONVENE** the meeting of the City Council.

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

NO FURTHER action was taken.

Motion made by Representative Limón, seconded by Representative Chávez, and unanimously carried to **ADJOURN** the meeting at 4:07 p.m.

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

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APPROVED AS TO CONTENT:

_____
Laura D. Prine, City Clerk

RENARD U. JOHNSON
MAYOR

DIONNE MACK
CITY MANAGER

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

SPECIAL CITY COUNCIL MEETING MINUTES
February 23, 2026
Downtown Visitor Information Center - Ocotillo Room, One Civic Center Plaza, El Paso, TX 79901
1:00 P.M.

……

The City Council met at the above place and date. The meeting was called to order at 1:10 p.m. Mayor Renard Johnson was present and presiding. The following Council Members answered roll call: Alejandra Chávez, Josh Acevedo, Cynthia Boyar Trejo, Ivan Niño, Art Fierro, Lily Limón, and Chris Canales. Late arrival: Deanna Maldonado-Rocha at 2:20 p.m.

Also in attendance were members of the Youth Advisory Board (YAB).

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AGENDA

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1. Presentations, discussion and action on an update to the Strategic Plan, including, but not limited to, the proposed pillars, goals, objectives, and core strategies toward a two-year action plan.

Ms. Juliana Baldwin-Munoz, Chief Strategy Officer, introduced Mayor Renard U. Johnson, who provided welcoming remarks.

Ms. Dionne Mack, City Manager, provided a recap of recent accomplishments and strategic initiatives. Ms. Mack then presented a PowerPoint presentation listing the meeting's four segments: People, Community Perspectives, Internal Perspectives, and Financial Perspectives.

To begin the "People" segment, Ms. Mack introduced Ms. Leila Melendez, CEO of Workforce Solutions Borderplex, who presented and addressed questions from Council members.

The Mayor and Council had questions related to the People segment:

- Representative Chávez – Incentives for remodeling older homes
- Representative Acevedo – Quality jobs for youths
- Representative Trejo – Communication with school districts
- Representative Niño –Collaborative efforts with community partners
- Representative Limon –Opportunities for youths
- Representative Canales – Childcare program

Members from the Youth Advisory Board (YAB) introduced themselves and had questions related to the workforce:

- Ana Talavera (Mayor’s appointee)

- Madison Miller (District 1 appointee)
- Adlai Yanez (District 2 appointee)
- Arianna Jaime (District 3 appointee)
- David Dorsey (District 4 appointee)
- Aliana Acuña (District 5 appointee)
- Leon Lerma (District 6 appointee)
- Rebekah G. Holguin (District 7 appointee)
- Madison Cerda (District 8 appointee)

Council Members presented postcards containing why they chose to live in El Paso, what they want most for the community, and what a story written about El Paso would say today.

Ms. Stephanie Otero, Vice President of Operations at the El Paso Community Foundation, continued the presentation and introduced the Youth Advisory Board (YAB) and its mission (copy on file in the City Clerk's Office).

Each Youth Advisory Board member shared insights into key priorities for young people.

City leadership presented a multi-year outlook centered on Economic Development, Infrastructure, Public Safety, and Quality of Life.

The following City staff members presented a PowerPoint presentation and were available to answer questions posed by Council Members (copy on file in the City Clerk's Office):

- Ms. Juliana Baldwin-Munoz, Chief Strategy Officer
- Ms. Nicole Cote, Deputy City Manager
- Mr. Mario D'Agostino, Deputy City Manager of Public Safety
- Ms. Yvette Hernandez, Deputy City Manager/City Engineer
- Mr. Richard Bristol, Deputy City Manager
- Ms. Araceli Guerra, Deputy City Manager
- Mr. Robert Cortinas, Chief Financial Officer/Deputy City Manager

The following members of the public commented:

- Kathy Staudt
- Roberto Franco
- Carmen Rodriguez

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The Special City Council Meeting was recessed at 3:19 p.m.

The Special City Council Meeting was reconvened at 3:54 p.m.

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Motion made, seconded, and unanimously carried to **ADJOURN** the meeting at 4:35 p.m.

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

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APPROVED AS TO CONTENT:

_____
Laura D. Prine, City Clerk

RENARD U. JOHNSON
MAYOR

DIONNE MACK
CITY MANAGER

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

WORK SESSION MEETING MINUTES
March 02, 2026
CITY HALL, 300 N. CAMPBELL COUNCIL CHAMBERS AND VIRTUAL
9:05 A.M.

The City Council met at the above place and date. The meeting was called to order at 9:02 a.m. Mayor Renard Johnson was present and presiding. The following Council Members answered roll call: Alejandra Chávez, Cynthia Boyar Trejo, Ivan Niño, and Lily Limón. Late arrivals: Art Fierro at 9:03 a.m., Josh Acevedo at 9:04 a.m., Chris Canales at 9:08 a.m., and Deanna Maldonado-Rocha at 9:16 a.m.

AGENDA

1. Presentations by: Benjamin Miranda, Jr., Corporate External Affairs Officer for Endeavors, regarding the organization's work and partnerships supporting law enforcement officers, first responders, active-duty military members, veterans, and their families, including collaborative efforts that strengthen public safety, workforce stability, wellness, and long-term outcomes;

And

Jose Lopez, Business Development Specialist, Retired PD Officer and First Responder Liaison for Rio Vista Behavioral Health Hospital, highlighting the hospital's partnerships with national and regional first responder agencies to address acute mental health needs through specialized inpatient and outpatient programs, including an overview of Rio Vista's dedicated First Responder Program designed to support duty readiness, trauma-informed care, and overall cognitive and emotional wellbeing.

Representatives Chávez and Niño introduced the item.

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

- Mr. Benjamin Miranda Jr., Corporate External Affairs Officer for Endeavors
- Mr. Jose Lopez, First Responder Liaison for Rio Vista Behavioral Health Hospital

Mayor Johnson and Representative Limón commented.

NO ACTION was taken on this item.

2. Presentation and discussion by El Paso Electric on the 2025 Annual Report for the Smart Meter Project Customer Education Plan Implementation.

The following El Paso Electric employees presented a PowerPoint presentation (copy on file in the City Clerk's Office).

- Mr. Ivan Mejorado, Government Affairs Specialist
- Ms. Grisel Ramirez, Advanced Metering and Analytics Supervisor
- Mr. Jacob Reyes, Public Relations Specialist
- Mr. George Novela, Senior Director for Regulatory Policy

Mayor Johnson and Representatives Chávez, Boyar Trejo, Fierro, and Canales commented.

NO ACTION was taken on this item.

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3. Management update presentation on the Neighborhood Traffic Management Program (NTMP) for FY2026.

Ms. Olivia Montalvo-Patrick, Lead Panner for Streets and Maintenance, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

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

The following City staff members commented:

- Ms. Dionne Mack, City Manager
- Mr. Joaquin Rodriguez, CID Grant Funded Programs Director
- Mr. Randy Garcia, Streets and Maintenance Director

NO ACTION was taken on this item.

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EXECUTIVE SESSION

Motion made by Representative Limón, seconded by Representative Fierro, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION,** at 10:59 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
Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

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

Motion made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Niño, and unanimously carried to **ADJOURN** the Executive Session at 1:19 p.m. and **RECONVENE** the meeting of the City Council at which time motions were made.

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

EX1. Application of El Paso Electric for Approval of an Amendment to Its Generation Cost Recovery Rider to Include the Texas Business Solar One Generation Facility - PUC#57974; HQ#UTILITY-65 (551.071)

Representative Acevedo verbally disclosed a $1,750 contribution received from El Paso Electric Employee Political Action Committee.

Motion made Mayor Pro Tempore Chávez, seconded Representative Limón, and unanimously carried that the City Attorney, in consultation with the City Manager, be **AUTHORIZED** to enter into settlement negotiations, in the *Application of El Paso Electric for Approval of an Amendment to Its Generation Cost Recovery Rider to Include the Texas Business Solar One Generation Facility* (the "Application"), filed with the PUC, under Docket No. 57974, matter number UTILITY-65, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

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

Representative Acevedo verbally disclosed a $1,750 contribution received from El Paso Electric Employee Political Action Committee.

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Limón, and unanimously carried that the City Manager be **AUTHORIZED** to request that El Paso Electric Company attend, participate, and provide a presentation at City Council's April 1, 2026 meeting regarding the *Application of El Paso Electric Company to Amend its Certificate of Convenience and Necessity for a 366 MW Natural Gas Generation Facility* filed on December 8, 2025, under the Texas Public Utility Commission, Docket No. 59076, in Matter Number UTILITY-74.

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

EX3. Application of El Paso Electric Company to Change Rates - PUC#57568; HQ#UTILITY-60 (551.071)

Representative Acevedo verbally disclosed a $1,750 contribution received from El Paso Electric Employee Political Action Committee.

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Limón, and unanimously carried that the City Attorney, in consultation with the City Manager, be **AUTHORIZED** to file a motion for rehearing with the Public Utility Commission of Texas (the "PUC") in the *Application of El Paso Electric Company to Change Rates* (the "Application"),

filed with the PUC, under Docket No. 57568, matter number UTILITY-60, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

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EX4. Statement of Intent of Texas Gas Service Company, a Division of ONE Gas, Inc. to Increase Rates within the Company's Incorporated Areas of Central-Gulf, West North, and Rio Grande Valley Service Areas - OS-25-00028202; HQ#UTILITY-67 (551.071)

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Fierro, and unanimously carried that the City Attorney, in consultation with the City Manager, be **AUTHORIZED** to do the following:

(1) Pursue an appeal for judicial review in Texas District and/or Appellate Courts; and

(2) Engage additional outside counsel to assist in the appeal;

in the *Statement of Intent of Texas Gas Service Company, a Division of ONE Gas, Inc. to Increase Rates within the Company's Incorporated Areas of Central-Gulf, West North, and Rio Grande Valley Services Areas* (the "Application"), filed with the RRC, under Docket No. OS-25-00028202, matter number UTILITY-67, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

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EX5. Discussion on economic development opportunities in El Paso, HQ#26-6675 (551.087)

NO ACTION was taken on this item

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EX6. Discussion on economic development opportunities in El Paso, HQ#26-6509 (551.087)

NO ACTION was taken on this item

……

EX7. Discussion on the purchase, exchange, lease, or value of real property in East El Paso, HQ#24-2691 (551.071) (551.072)

NO ACTION was taken on this item

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Motion made by Representative Limón, seconded by Representative Fierro, and unanimously carried to **ADJOURN** the meeting at 1:25 p.m.

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

APPROVED AS TO CONTENT:

_____
Laura D. Prine, City Clerk

File #: 26-0045, **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 Representatives Alejandra Chávez, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, and Art Fierro from the March 17, 2026, Regular City Council Meeting.

File #: 26-0331, **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, Assistant Chief Juan F. Briones, (915) 212-4304

AGENDA LANGUAGE:

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

A Resolution authorizing the City Manager to sign a Services Agreement between the CITY OF EL PASO and Center Against Sexual and Family Violence (CASFV), a non-profit corporation, to provide outreach emergency counseling and follow-up public health services for reported victims of sexual assault, for an annual amount not to exceed thirty-five thousand dollars ($35,000.00) for the first year, twenty-five thousand dollars ($25,000.00) for the second year and fifteen-thousand dollars ($15,000.00) for the third year of the agreement. The term of this agreement shall start April 1, 2026 with two automatic, annual renewals. The total amount of the three-year period shall not exceed seventy-five thousand dollars ($75,000.00).

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: El Paso Police Department

AGENDA DATE: 3/17/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: A/C J./ F. Briones #1609 **PHONE NUMBER:** 915-212-4304

2nd CONTACT PERSON NAME: **PHONE NUMBER:**

DISTRICT(S) AFFECTED: All Districts

AGENDA ITEM:
That the City Manager be authorized to sign an Agreement between the CITY OF EL PASO and Center Against Sexual and Family Violence (CASFV), a non-profit corporation, to provide outreach emergency counseling and follow-up public health services for reported victims of sexual assault, a public health and safety function, for an annual amount not to exceed thirty-five thousand dollars ($35,000.00) for the first year, twenty-five thousand dollars ($25,000.00) for the second year and fifteen-thousand dollars ($15,000.00) for the third year of the agreement. The term of this agreement shall start April 1, 2026 with two automatic, annual renewals. The total amount of the three-year period shall not exceed seventy-five thousand dollars ($75,000.00).

ISSUE STATEMENT:
City Council is asked to approve this agreement to assist the Center Against Sexual Family Violence to provide follow up health services to victims of Sexual Assault in El Paso, Texas.

BACKGROUND:
The City finds that the services provided the Center Against Sexual and Family Violence are in the best interest of the residents of El Paso and such services are necessary to preserve and protect the public health and safety of the victims of sexual assault offenses occurring within the City of El Paso, Texas. This aggrement was priorly approved 12-30-2016, 02-10-2020, and on 12-06-2022.

COUNCIL OPTIONS:
1. Approve the Agreement as presented
2. Decline approval and direct staff to return with alternative options

COMMITTEE REVIEW AND/OR RECOMMENDATION:
Thsi item was not reviewed by a City Council Committee.

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

Not Applicable

RELATED CITY POLICIES:

Not Applicable

PRIOR COUNCIL ACTION:

This aggrement was priorly approved 12-30-2016, 02-10-2020, and on 12-06-2022.

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:

This aggrement is for an amount not to exceed $35,000.00 for the first year of this agreement, $25,000.00 for second year of this agreement if automatically renewed, and $15,000.00 for third year of this agreement if automatically renewed. These amounts are to be paid form the General Fund Account number 522150 Division 21100, 522150-321-1000-21100

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Not Applicable

NAME	AMOUNT ($)

ATTACHMENTS:

FOR MORE INFORMATION:

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

SIGNATURE: 

(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 be authorized to sign an Agreement between the **CITY OF EL PASO** and **Center Against Sexual and Family Violence (CASFV)**, a non-profit corporation, to provide outreach emergency counseling and follow-up public health services for reported victims of sexual assault, a public health and safety function, for an annual amount not to exceed thirty-five thousand dollars ($35,000.00) for the first year, twenty-five thousand dollars ($25,000.00) for the second year and fifteen-thousand dollars ($15,000.00) for the third year of the agreement. The term of this agreement shall start April 1, 2026 with two automatic, annual renewals. The total amount of the three-year period shall not exceed seventy-five thousand dollars ($75,000.00).

APPROVED this _____ day of _____, 2026.

CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Peter F. Pacillas
Chief of Police

26-HQ#6683 | Tran#632662 | PD
Resolution – CASFV Outreach Agreement
EG

REVISED
8:48 am, Mar 02, 2026

THE STATE OF TEXAS	§	
	§	**CENTER AGAINST SEXUAL**
	§	**AND FAMILY VIOLENCE**
	§	**SERVICES AGREEMENT**
COUNTY OF EL PASO	§	

This Agreement ("Agreement") is entered into on this the 1st day of April, 2026 by and between The City of El Paso, Texas ("CITY"), a home rule municipal corporation and the Center Against Sexual and Family Violence ("CASFV"), a non-profit corporation.

WHEREAS, CASFV is a non-profit corporation that is qualified to provide public health and safety sexual assault outreach services; and

WHEREAS, CASFV is the sole provider of the level of services as described in Section 3.2 (A-H) of this AGREEMENT. Further, CASFV is the sole recipient of state and federal funding to provide these services in the El Paso community; and

WHEREAS, the CITY'S Police Department is the Administrator for this Agreement; and

WHEREAS, the El Paso City Council finds that the Services provided by CASFV is in the best interest of the residents of El Paso and such services are necessary to preserve and protect the public health and safety of the victims of sexual assault related crimes occurring within the City of El Paso.

NOW, THEREFORE, the consideration set forth in this AGREEMENT, the CITY and CASFV (individually referred to as a "PARTY", collectively referred to as the "PARTIES"), agree, as follows:

1.0 CONTRACTUAL RELATIONSHIP.

1.1 The CITY hereby agrees to compensate CASFV in an amount specified under Section 4 of this AGREEMENT, and CASFV agrees to perform professional services relations to public health and safety sexual assault outreach services in accordance with the provisions of this AGREEMENT as set forth herein.

1.2 CASFV is an independent contractor. Except as may be expressly and unambiguously provided in this AGREEMENT, no partnership or joint venture is intended to be created between the PARTIES by this AGREEMENT, nor any principal-agent or employer-employee relationship between the PARTIES or any of their officers, employees, agents, representatives, or sub-contractors.

(A) As an independent contractor, CASFV understands and agrees that CASFV will be responsible for its respective acts or omissions, and the CITY shall in no way be responsible for the acts or omissions of CASFV's officers,

employees, agents, representatives, or sub-contractors who perform any service in connection with this AGREEMENT.

1.3 CASFV shall not receive any compensation or benefits from the CITY, other than as expressly set forth in this AGREEMENT.

1.4 CASFV does not have, and will not attempt to assert, the authority to make commitments for, or to bind the CITY to any obligation, other than the obligations set forth in this AGREEMENT. The CITY does not have, and will not attempt to assert, the authority to make commitments for, or to bind CASFV to any obligation, other than the obligations set forth in this AGREEMENT.

1.5 CASFV understands and expressly agrees that, in all things relating to this AGREEMENT, the CITY is performing a governmental function, as defined by the Texas Tort Claims Act. The PARTIES hereby agree that the CITY enters into this AGREEMENT as a governmental entity for the purpose of performing a governmental function.

2.0 TERM OF AGREEMENT

2.1 This AGREEMENT, regardless of the date of execution, shall become effective on April 1, 2026, and shall be for an initial term of one (1) year. The AGREEMENT will automatically renew on February 1, 2027 for an additional one (1) year term and will again automatically renew on February 1, 2028 for an additional one (1) year term. These two (2) renewals are automatic unless the CITY or CASFV provides written notice of non-renewal to the other PARTY stating that it does not want the AGREEMENT renewed. Notice of non-renewal must be provided at least 30 days before the automatic renewal date of the upcoming term. Upon notice of non-renewal by either PARTY, all duties and obligations of the PARTIES shall cease upon the expiration of the term. In the event of notice of non-renewal, the PARTIESshall incur no penalty or charge. If either PARTY wishes to terminate this AGREEMENT, then Section 7 of this Agreement outlines how this AGREEMENT may be terminated.

3.0 SCOPE OF SERVICES

3.1 CASFV shall provide, in a professional manner, sexual assault outreach services designed to preserve and protect the public health and safety of the residents of the CITY or the victims of crimes occurring within the CITY, to include, but not be limited to, emergency counseling and follow-up health services for the reported victims of sexual assault.

3.2 CASFV shall coordinate its activities with those of the CITY's Police Department. These public health and safety services shall be provided to the residents of the City of El Paso or the victims of crimes occurring within the CITY and shall include, but not be limited, to the following: 24-hour response to the hospital emergency

room to assist reported victims with the mental and physical trauma and other mental health issues relation to a sexual assault.

(A) 24-hour response to the hospital emergency room to assist reported victims with the mental and physical trauma and other mental health issues in relation to a sexual assault.

(B) Emergency and follow-up counseling services to victims of sexual assault.

(C) Assistance and accompaniment for medical follow-up examination, to include testing for sexually transmitted diseases.

(D) Counseling to and accompaniment with the victim throughout the legal process and prosecution of the sexual offender.

(E) Continual counseling services for sexual assault victims.

(F) Providing public education and training regarding the crime of sexual assault to include prevention, protective, and safety measures for the community.

(G) Providing sensitivity training to law enforcement, dispatchers, emergency medical service providers, and hospital staff as part of CASFV's services to protect the mental health of victims of sexual assault.

(H) Any and all other services that are necessary to promote public health and safety sexual assault outreach services to the residents of the CITY of the victims of crimes occurring within the CITY.

3.3 Reporting by CASFV. Commencing on April 10, 2026 and on or before the tenth (10th) day of each subsequent month during the term of this AGREEMENT, CASFV will provide a monthly report to the Director of Administrative Services for the CITY's Police Department summarizing the number of individuals served and in what capacity. Additionally, an annual report summarizing the number of individuals served and in what capacity shall be provided to the Director of Administrative Services for the CITY's Police Department no later than 60 days after the end of each term year of this AGREEMENT.

4.0 CONSIDERATION

4.1 In consideration for the public health and safety sexual assault outreach services to be provided by CASFV pursuant to the terms of this AGREEMENT, the CITY agrees to pay CASFV an amount not to exceed: $35,000.00 for the first year of this AGREEMENT; $25,000.00 for the second year of this AGREEMENT, if automatically renewed; and $15,000.00 for the third year of this AGREEMENT, if automatically renewed; for a total of SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS ($75,000.00) for all professional services performed during the (3) year term pursuant to this

AGREEMENT.

(A) CASFV shall invoice the CITY the amounts of EIGHT THOUSAND SEVEN HUNDRED AND FIFTY AND NO/100 DOLLARS ($8,750.00) in the first year of this AGREEMENT, SIX THOUSAND TWO HUNDRED AND FIFTY AND NO/100 DOLLARS ($6,250) in the second year of this AGREEMENT, and THREE THOUSAND SEVEN HUNDRED AND FIFTY NO/100 DOLLARS ($3,750) in the third year of this AGREEMENT within 10 business days after the conclusion of each quarter of the term year, and the CITY agrees to submit a quarterly payment within 30 days of receipt of invoice. The PARTIES agree that the first quarter of any term year is understood as starting on January 28th, the second quarter starts on April 28th, the third quarter starts on July 28th, and the fourth quarter starts on October 28th. However, in the first-year term the first and second quarter payment of 2026 will be paid together and will resume as scheduled thereafter. In no way will total payments paid by the City exceed: $35,000.00 in the first year; $25,000.00 in the second year; and $15,000.00 in the third year; for a total of SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($75,000.00) for the three-year term. Payments will be made unless the AGREEMENT will not be automatically renewed as outlined in Section 2.1 above.

(B) The PARTIES acknowledge and agree that the awarding of this AGREEMENT is dependent upon the availability of funding. In the event that funds do not become available, the AGREEMENT may be terminated, with a 30-day written notice to CASFV by the CITY. In such an event, the CITY shall incur no penalty or charge.

5.0 INDEMNIFICATION

5.1 Indemnification by CASFV. CASFV UNDERSTANDS AND AGREES THAT IT SHALL INDEMNIFY AND HOLD HARMLESS THE CITY AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEY FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF, RELATED OR ATRIBUTED DIRECTLY OR INDIRECTLY TO THE NEGLIGENT, GROSS NEGLIGENT, INTENTIONAL, MALPRACTICE OR WILLFUL ACTS OR OMISSIONS OF CASFV'S OFFICERS, AGENTS, SUB-CONTRACTORS, EMPLOYEES, OR REPRESENTATIVES IN RENDERING THE SERVICES UNDER THIS AGREEMENT.

(A) The CITY will promptly forward to CASFV every demand, notice, summons, or other process received by the CITY in any claim or legal

proceeding arising out of or attributed to the services provided by CASFV under the AGREEMENT.

(B) In addition, CASFV shall promptly advise the CITY in writing of any claim or demand against the CITY or CASFV, known to CASFV, related to, or arising out of CASFV's services under this AGREEMENT.

(C) CASFV understands and agrees that it will 1) investigate such claims or demands against the CITY or CASFV arising out of, related to or attributed to the services provided by CASFV under this AGREEMENT; 2) negotiate or cause to be negotiated the prompt resolution of such claims; and 3) defend, or cause to be defended, the CITY against all suits for damaged even if such suits are groundless, false or fraudulent, brought because of injuries or damages.

(D) CASFV understands and agrees that it will pay all final judgments that tend to establish the liability of the CITY in actions defended by CASFV pursuant to this section along with all attorneys' fees and costs incurred by the CITY including interest accruing to the date of payment by CASFV, and premiums on any appeal bonds.

(E) The CITY, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest without releasing CASFV of any of its obligations under this section.

6.0 LIABILITY INSURANCE

6.1 CASFV agrees to purchase public liability insurance and property damage insurance naming the CITY as an Additional Insured in an amount no less than $250,000 for each person and no less than $500,000 for each single occurrence for bodily injury or death and no less than $100,000 for each single occurrence for injury to or destruction of property.

(A) Upon the date of execution of this AGREEMENT, CASFV shall file with the Director of Administrative Services for the CITY's Police Department, a copy of the Certificate of Insurance showing that such insurance coverage is in effect during the initial term of this AGREEMENT. Upon the automatic renewal date of successive terms, CASFV shall file the renewed Certificate of Insurance for the successive term.

(B) Issuers of Policies. The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible, reputable, and have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the CITY's Purchasing Director in his or her sole discretion as to conformance with these requirements.

(C) Deductibles. A policy may contain deductible amounts only if the CITY's Purchasing Director approves the amount and scope of the deductible. CASFV shall assume and bear any claims or losses to the extent of such deductible amount and waives any claim it may have for the same against the CITY, its officers, agents, or employees.

(D) Cancellation. Each policy must expressly state that it may not be canceled or non-renewed unless thirty (30) days' advance notice of cancellation or intent not to renew is given in writing to the Director of Administrative Services for the CITY's Police Department by the insurance company. CASFV shall give written notice to the Director of Administrative Services for the CITY's Police Department within five (5) days of the date upon which total claims by any party against CASFV reduces the aggregate amount of coverage below the amounts required by this AGREEMENT.

(E) Subrogation. Each policy must contain an endorsement to the effect that the issuers waive any claim or right in the nature of subrogation to recover against the CITY, its elected and appointed officials, officers, agents, or employees.

(F) Endorsement of Primary Insurance. Each policy must contain an endorsement that such policy is primary insurance, so long as it is customary in the industry and under Texas law for such insurance to be primary, to any other insurance available to the CITY, the Additional Insured, with respect to claims arising hereunder and that the insurance applies separately to each insured.

(G) Liability for Premium. If any of the policies referred to above do not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate certificate of waiver sufficient to establish that the issuer is entitled to look only to CASFV for any further premium payment and has no right to recover any premiums from the CITY.

7.0 **TERMINATION.** This AGREEMENT may be terminated as provided herein. Except as otherwise provided in this AGREEMENT, all duties and obligations of the CITY and CASFV shall cease upon termination.

7.1 Termination by Default or Breach. The CITY shall have the right to cancel, for default or breach, all or any part of this AGREEMENT if CASFV breaches any of the terms hereof or if CASFV becomes insolvent or commits acts of bankruptcy and fails to cure or commence to diligently cure any such breach within thirty (30) days' of receipt of written notice by CITY alleging such breach. Such right of cancellation is in

addition to, and not in lieu of, any other remedies that the CITY may have in law or equity.

(A) Default or breach shall occur if a PARTY fails to observe or perform any part of its duties under this AGREEMENT. Should such a default or breach occur the injured PARTY may deliver a written notice to the defaulting PARTY describing such default and the proposed date of termination. Such proposed date of termination may not be sooner than the 30th day following receipt of the notice. The injured PARTY, at its sole option, may extend the proposed date of termination to a later date. If the defaulting or breaching party fails to cure or commence to diligently and continuously such default prior to the proposed date of termination, then the injured party may terminate its performance under this AGREEMENT as of such date. The CITY retains the right to immediately terminate this AGREEMENT if CASFV violates any local, state or federal laws, rules or regulations that relate to the performance of this AGREEMENT.

7.2 Termination by Mutual Consent. The parties may terminate this AGREEMENT by mutual consent upon such terms as they may agree in writing.

7.3 Termination for Convenience by Either PARTY. It is further understood and agreed by CASFV and the CITY that either PARTY may terminate this AGREEMENT for convenience, in whole or in part, upon written notice to the other PARTY specifying an effective date for cancelation of not less than thirty (30) calendar days from the date such notice is received. Nothing contained herein, or elsewhere in this AGREEMENT shall require the CITY to pay for any services that are not in compliance with the terms of this AGREEMENT or for services not rendered.

7.4 Time of Performance Termination - Force Majeure. The services provided by each PARTY shall be undertaken and completed as appropriate to carry out the purposes of this AGREEMENT. Except as otherwise provided, neither PARTY shall be liable to the other for any delay in, or failure of performance, of any requirement contained in this AGREEMENT caused by Force Majeure.

(A) The term ***Force Majeure*** as employed herein, shall meant acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lighting, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents of machinery, pipelines, or canals. By reason of ***Force Majeure,*** if either PARTY hereto shall be rendered unable to wholly or in part to carry out its obligations under this AGREEMENT, then such PARTY shall give notice and full particulars of such ***Force Majeure*** in writing to the other PARTY within a reasonable

time after occurrence of the event or cause relied upon and the obligation of the PARTY giving such notice, so far as it is affected by such ***Force Majeure,*** shall be suspended for only **thirty (30) days** during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such PARTY shall endeavor to remove or overcome such inability with all reasonable dispatch.

7.5 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 non-terminated PARTY. Further, the non-terminating PARTY shall not be relieved of any liability for damages sustained by the terminating PARTY by virtue of any breach of the AGREEMENT.

8.0 GENERAL PROVISIONS

8. 1 CASFV shall comply with all applicable federal, state, and local governmental laws, rules, regulations and all provisions of the CITY's Charter and Code of Ordinances, now existing or as may be amended, in the performance of its duties under this AGREEMENT.

8.2 Conflict of Interest. CASFV will have no interest in, and shall not acquire any interest, direct or indirect, in any agreement or sub-agreement that will conflict in any manner or degree with the performance of the services to be performed under this AGREEMENT. CASFV further understands that the CITY's Charter prohibits any officer or employee of the CITY from having financial interest, direct or indirect, in any agreement with the CITY. Any violation of this paragraph, with knowledge expressed or implied by CASFV, shall render this AGREEMENT voidable by the City Manager, who is the authorized agent for the CITY.

8.3 Accessibility Standards. CASFV will comply with the Americans for Disabilities Act and will file the Assurance required under City Ordinance No. 9779 prohibiting discrimination against disabled persons.

8.4 No assignment without Consent. CASFV shall not assign or attempt to so convey an interest in this AGREEMENT without the prior written consent of the CITY. This AGREEMENT shall be terminable, at the discretion of the CITY, without notice to CASFV if CASFV shall attempt to assign without consent.

8.5 Religious Activities. CASFV will provide the services under this AGREEMENT in a manner that is explicitly non-religious in nature and scope. There will be no religious services, proselytizing, instruction, or any other religious influences in connection with the stated services. There will be no religious discriminations in terms of employment or benefits under the stated services of this AGREEMENT.

8.6 Inspections. The CITY shall have the right to perform or cause to be performed, (1) inspections of the books and records of CASFV related to the performance of

services provided under this AGREEMENT, and (2) inspections of all places where work is undertaken in connection with this AGREEMENT. CASFV shall be required to keep such books and records available for such purpose for **at least five (5) years** after its performance under this AGREEMENT ceases. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

8.7 Right to Assurance. Whenever one PARTY to this AGREEMENT, in good faith, has reason to question the other PARTY's intent to perform, said PARTY may demand that the other PARTY give written assurance of its intent to perform. In the event that a demand is made and no assurance is given **within five (5) calendar days,** the demanding PARTY may treat this failure as an anticipatory repudiation of the AGREEMENT.

8.8 Survival. Each PARTY shall remain obligated to the other under all clauses of this AGREEMENT that expressly or by their nature extend beyond the expiration or termination of this AGREEMENT, including but not limited to the Indemnification provisions hereof.

8.9 Amendment and Waiver. The parties may amend this AGREEMENT at any time by mutual consent. Unless otherwise provided herein, this AGREEMENT may be amended only by written instrument duly executed on behalf of the CITY (by the authority of the City Council) and CASFV. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right, unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved PARTY.

8.10 Complete Agreement. This AGREEMENT constitutes the entire AGREEMENT between the PARTIES relating to the terms and conditions of the AGREEMENT. The PARTIES expressly acknowledge and warrant that there exists no other written or oral understanding, agreements, or assurances with respect to such matters, except as those set forth herein. Unless expressly stated, this AGREEMENT confers no rights on any person(s) or business entity(s) that is not a party hereto. This Agreement shall not be construed against or unfavorably to any PARTY cause of such PARTY's involvement in the preparation or drafting of this AGREEMENT.

8.11 Governing Law. This AGREEMENT shall be construed and interpreted in accordance with the laws of the State of Texas, along with any applicable provisions of federal law, and the CITY's Charter and/or ordinances.

8.12 Severability. All agreements and covenants contained in this AGREEMENT are severable. Should any term or provision of this AGREEMENT be declared invalid by a court of competent jurisdiction, the PARTIES intend that all other terms and provisions of this AGREEMENT should be valid and binding and have full force and effect as if the invalid portion had not been included.

8.13 Venue. For the purpose of determining place of this AGREEMENT and the law governing the same, this AGREEMENT is entered into in the CITY of El Paso, 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, State of Texas.

8.14 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received via United States Postal Service or certified mail, return receipt requested, addressed to the respective other PARTY at the address prescribed below or at such other address as the receiving PARTY may have theretofore prescribed by written notice to the sending PARTY.

CITY: City of El Paso
Attention: City Manager
P.O. Box 1890
El Paso, Texas 79950-1890

COPY TO: El Paso Police Department
Attention: Assistant Chief Special
Operations Bureau
911 N. Raynor
El Paso, TX 79903

Contractor: Center Against Sexual and Family
Violence
Attention: Executive Director
580 Giles
El Paso, Texas 79915

8.15 Warranty of Capacity to Execute Contract. The person signing this AGREEMENT on behalf of CASFV warrants that he/she has the authority to do so and to bind CASFV to this AGREEMENT and all the terms and conditions contained herein.

Each person signing below represents that he or she has read this AGREEMENT in its entirety; understands its terms; and agrees on behalf of such PARTY that such PARTY will be bound by those terms.

(Signatures on the Following Page)

THE STATE OF TEXAS	§	
	§	**CENTER AGAINST SEXUAL**
	§	**AND FAMILY VIOLENCE**
	§	**SERVICES AGREEMENT**
COUNTY OF EL PASO	§	

(Signature Page)

CENTER AGAINST SEXUAL AND FAMILY VIOLENCE

By: Sandra N Garcia Date: 2.27.26
Sandra Garcia
Executive Director

CITY OF EL PASO

_____ Date: _____
Dionne Mack
City Manager

APPROVED AS TO FORM:

E Gutierrez
Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONSENT:

Peter F. Pacillas
Chief of Police

File #: 26-0336, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 1
Capital Improvement Department, Yvette Hernandez, (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 Council approves a deductive change order in the amount of $436,798.22 to ZTEX Construction Inc. for Contract No. 2024-0472 Traffic Signals Improvements. There is no change in contract time resulting from this change order. The City Manager, or designee, is authorized to execute any documents necessary to carry out this deductive change order.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

REVISED
10:23 am, Mar 05, 2026

DEPARTMENT / COUNCIL OFFICE: Capital Improvement Department

AGENDA DATE: 3/17/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Yvette Hernandez **PHONE NUMBER:** 915-212-0065

2nd CONTACT PERSON NAME: **PHONE NUMBER:** 1-915-555-5555

DISTRICT(S) AFFECTED: 1

AGENDA ITEM:

A Resolution that the City Council approves a deductive change order in the amount of $436,798.22 to ZTEX Construction Inc. for Contract No. 2024-0472 Traffic Signals Improvements. There is no change in contract time resulting from this change order. The City Manager, or designee, is authorized to execute any documents necessary to carry out this deductive change order.

ISSUE STATEMENT:

City Council is asked to approve the deductive change order for the 2024-0472 Traffic Signal Improvements Project. Approval will allow the City to identify project savings.

BACKGROUND:

The 2024-0472 Traffic Signals Project was approved by City Council on 08/13/2024. The scope of work includes the installation of school flashers at Frontera and Roxbury intersection as well as traffic signals at the following intersections: Paseo del Norte and West Towne, Paseo del Norte and Northern Pass, and Hawkins and Burges.
On 6/24/2025, City council approved the deductive change order of $453,371.60 regarding the substitution of bored wired interconnect system for wireless interconnect system (cellular modem) for the traffic signals at Paseo del Norte and Northern Pass Drive.

COUNCIL OPTIONS:

1. Approve the deductive change order as presented

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by a City Council Committee.

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

The traffic signal program was developed through SAM warranting of intersections.

RELATED CITY POLICIES:

City Purchasing Policy; Streets and Maintenance standards; Texas code of Ordinances.

PRIOR COUNCIL ACTION:

In August 12, 2204 City Concil approved award of contract 2024-0472 Traffic signal improvements to ZTEX Construction, Inc.
City Council previously approved on June 24, 2025, the CO#1 related to the interconnect system for the traffic signals to be installed at Paseo del Norte and Northern Pass.

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:

This item will result in a credit to the City of El Paso in the net amount of $436,798.22. This project was founded by the 2022 Community Progress Bond.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

1. Change order form

FOR MORE INFORMATION:

Yvette Hernandez 915-212-0065 HernandezYM@elpasotexas.gov

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

SIGNATURE: Yvette Hernandez

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

RESOLUTION

WHEREAS, on August 13, 2024, the City of El Paso ("City") and ZTEX Construction, Inc. ("Contractor") entered into Contract No. 2024-0472 Traffic Signal Improvements ("Project"); and

WHEREAS, the original contract amount for the Project was $2,557,478.40 ("Contract Amount"); and

WHEREAS, the Project's Scope of Work included the installation of school flashers, pavement striping, signage, landscaping, and concrete improvements at the intersection of Frontera Road and Roxbury Drive; and

WHEREAS, pursuant to the El Paso City Code, Section 12.20.190, when school flasher signals are requested, the applicant requesting said installation ("Applicant") is responsible for the payment of 100% of the costs associated with the installation and must execute an agreement with City setting forth Applicant's responsibilities; and

WHEREAS, at this time, Applicant has chosen not to proceed with an agreement for payment to the City; and

WHEREAS, due to the absence of a payment agreement with Applicant, City wishes to remove from the Project's Scope of Work the installation of school flashers, pavement stripping, signage, landscaping, and concrete improvements at the intersection of Frontera Road and Roxbury Drive and seeks approval of a deductive change order in the amount of $436,798.22 from the original Contract Amount.

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

1. THAT the City Council approves the attached deductive change order in the amount of $436,798.22 to Contract No. 2024-0472 Traffic Signal Improvements. The new amended contract amount, including this change order and all previous change orders, is $1,731,323.61. There is no change in contract time resulting from this change order.

2. THAT the City Engineer is authorized to sign the attached deductive change order and any documents necessary to carry out the intent of this Resolution.

(Signatures begin on the following page)

APPROVED THIS ___ DAY OF _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Yvette Hernandez, P.E.
City Engineer / Deputy City Manager

CITY OF EL PASO CHANGE ORDER and CHANGE QUANTITY NOTICE LOG

Project Name:	2024-0472 Traffic Signal Improvements
Solicitation (Contract) No.:	2024-0472
	PEDFY23016
	PCP23D1TSGNLPN7
	PCP23D1FLSHRFR1
Project Number:	PCP23D3TSGNLHW6
PO No.:	2500000161
Contractor:	ZTEX

Original Contract

Notice to Proceed:	8/25/2025	
Substantial Completion Period:	187	Consecutive Calendar Days
Substantial Completion Date:	2/28/2026	
Final Completion Period:	30	Consecutive Calendar Days
Final Completion Date:	3/30/2026	
Contract Amount	$ 2,557,478.40	
Contingency Budget:	$ 281,005.54	

Modified Contract

Total Days Added:	20	Consecutive Calendar Days
Substantial Completion Period:	207	Consecutive Calendar Days
Substantial Completion Date:	3/20/2026	
Final Completion Date:	4/19/2026	
Total Cost Added:	-$826,154.79	
Remaining Contingency:	$1,107,160.33	
Change Order Percentage:	-32.71%	

CO #	Date	Description	Days	Cost
1	5/16/2025	1. Cellular Modem	0	-$453,371.60
2	7/29/2025	Paseo Del Norte and West Towne Traffic Signals Redesign	20	$53,524.62
3	12/5/2025	Frontera and Roxbury	0	-$436,798.22
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:	**20**	**-$836,645.20**

CQN #	Date	Description	Days	Cost
1	11/6/2025	This CQN is required to adjust and reflect installed quantities. Utilization of existing bid items was determined through the contracted performance period. -Contract bid item No. 618-6030 - CONDT (PVC)(SCH 40)(3")BORE, complete is 120 LF, but actual quantity bored by contractor is	0	$10,490.41
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**	**$10,490.41**

CITY OF EL PASO CONSTRUCTION CHANGE ORDER

CONSTRUCTION CHANGE ORDER NO.: 3 **DATE:** December 5, 2025

PROJECT: 2024-0472 Traffic Signal Improvements **SOLICITATION #:** 2024-0472

[x] **SCOPE CHANGE**
[ ] **CONSTRUCTION CHANGE**

Original Contract Amount:	$	2,557,478.40
Net Change by previous Change Orders:	$	(399,846.98)
Net Change by previous Construction Quantity Notices:	$	10,490.41
New Amended Contract Amount:	$	1,731,323.61
Total amount added for this Change Order:	$	(436,798.22)
Change Order Percentage:		-32.71%

Original Contract Substantial Completion Date:	2/28/2026
Total days added due to Change Orders and CQN's:	20
Total days added for this Change Order:	0
New Substantial Completion Date:	3/20/2026

Existing Drawing Reference:

Sheets C60 - C70 dated June 15, 2023.

Existing Specification Reference:

N/A

New Drawings/Specifications Reference:

N/A

Detailed Scope of Work of the Change Order:

Frontera and Roxbury:

Description:
All work detailed on sheets C60-C70, which includes the installation of school flashers, pavement striping, signage, landscaping, and concrete improvements (sidewalks, curbs, and ADA ramps), shall be excluded from the scope of work of the 2024-0472 Traffic signals project. This revision results in a credit to the City of El Paso in the net amount of $461,450, with no impact on the contract time.

The contractor shall deliver all materials previously ordered for this portion of the work to the Streets and Maintenance Department. These materials include:

1. 12" LED Yellow Ball with 12" 1-Section Housing & Visor
2. 1-Section Back Plates (Flat Black)
3. SMA-24-80 Traffic Signal Pole (24' Arm)
4. SMA-36-80 Traffic Signal Pole (36' Arm)
5. Anchor Bolts Ø1-½" × 40" (17" B.C.) for SMA-24-80
6. Anchor Bolts Ø1-¾" × 46" (19" B.C.) for SMA-36-80
7. Enclosure for Electrical Service Type D 120/240 060 (NS)(GS)(N)GC(O) [Enclosure Only]
8. Material Handling and Delivery

These material have a cost impact in the net amount of $24,652.38, with no impact to contract time.

This amount will be covered by the credit and will result in a credit to the City of El Paso in the net amount of $436,798.22.

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: 0 **TOTAL CHANGE ORDER AMOUNT:** -$436,798.22

CONTRACTOR (OWNER/AUTHORIZED OWNER REPRESENTATIVE)

I, Genaro Roldan, Vice President, of ZTEX agree and accept the terms and conditions of this change order.

Signature: _____ Date: 01/12/2026

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: 2/26/26

CITY OF EL PASO CONSTRUCTION CHANGE ORDER- Pg. 2

CONSTRUCTION CHANGE ORDER NO.: 3 **DATE:** December 5, 2025

PROJECT: 2024-0472 Traffic Signal Improvements **SOLICITATION #:** 2024-0472

[x] **SCOPE CHANGE**
[0] **CONSTRUCTION CHANGE**

Method Utilized for Implementing change:

- [x] Unit Bid Prices ✓
- [ ] Lump Sum
- [ ] Actual Cost (Force Account)

Identified by: [ ] CID [ ] Contractor [x] User Dept.

Type of Change Order: ✓

- [x] User Request
- [ ] Error & Omission
- [ ] Value Engineering
- [ ] Differing Site
- [ ] CID Initiated
- [ ] Contractor Initiated

Contractors Proposal Cost: $24,652.38 ✓
Final Negotiated Amount: ($436,798.22)

Time Requested: 0 Consecutive Calendar Days ✓
Time Justified: 0 Consecutive Calendar Days

Reason/Justification for Change Order:

During pre-construction coordination, CID was informed that one requirement for installing school flashers is a formal reimbursement agreement with the school requesting signals as per Texas code of Ordinances, chapter 12, section 12.20.190. It was confirmed that there was no agreement between the City and the school for the reimbursement. The school has chosen not to proceed with this agreement at this time. Therefore, it has been decided to remove all work outlined on sheets C60 to C70 from the scope of work for the 2024-04725 Traffic Signal Improvements project.

*Price and Time:
The PM used the contract bid items/bid tab and the contractor's material invoices to compare the total credit owed against the charges for materials already delivered. The contractor submitted a proposal showing a total credit of $461,450.60 and $24,652.38 in costs for the delivered materials, resulting in the net credit of $436,798.22 with no additional time to the contract. The PM determined the proposal was reasonable based on a comparison of the contractor's proposal

Attachments:

- [ ] RFI
- [x] RFP
- [ ] ASI (if applicable)
- [x] Final Contractor proposal
- [x] Budget Status Report (PeopleSoft)
- [ ] Independent Cost Estimate
- [ ] Schedule
- [x] Change Order Log
- [ ] 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
3	$ (436,798.22)	580272

TOTAL NET CHANGE TO PURCHASE ORDER: -$436,798.22

C.O. Amount -$436,798.22

Additional Funding/Direction:

Project Manager: Nancy Lopez (Nancy Lopez) 12/05/2025 Date

Division Manager: Alondra Gurrola (Alondra Gurrola) 12/9/2025 Date

Assistant Director: Gilbert Guerrero (Gilbert Guerrero) 12/9/2025 Date

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

July 17, 2025

ZTEX Construction Inc.
Attn: Ezri Navarro
1326 Henry Brennan Dr.
El Paso, Texas 79936

Subject: 2024-0472 Traffic Signals – RFP #4 Frontera and Roxbury School Flashers.

Dear Mr. Navarro,

Due to unforeseen circumstances, it has been decided to remove from the scope of work the installation of the school flashers for the Frontera and Roxbury location (Base bid 3). You are requested to submit a cost/credit proposal by 4:00 PM on July 31, 2025, for the following:

Deductive Scope of work:

1. Removal from the scope of work all work outlined on Sheets C60-C70, related to the installation of the school flashers at Frontera and Roxbury.

Existing drawings reference:

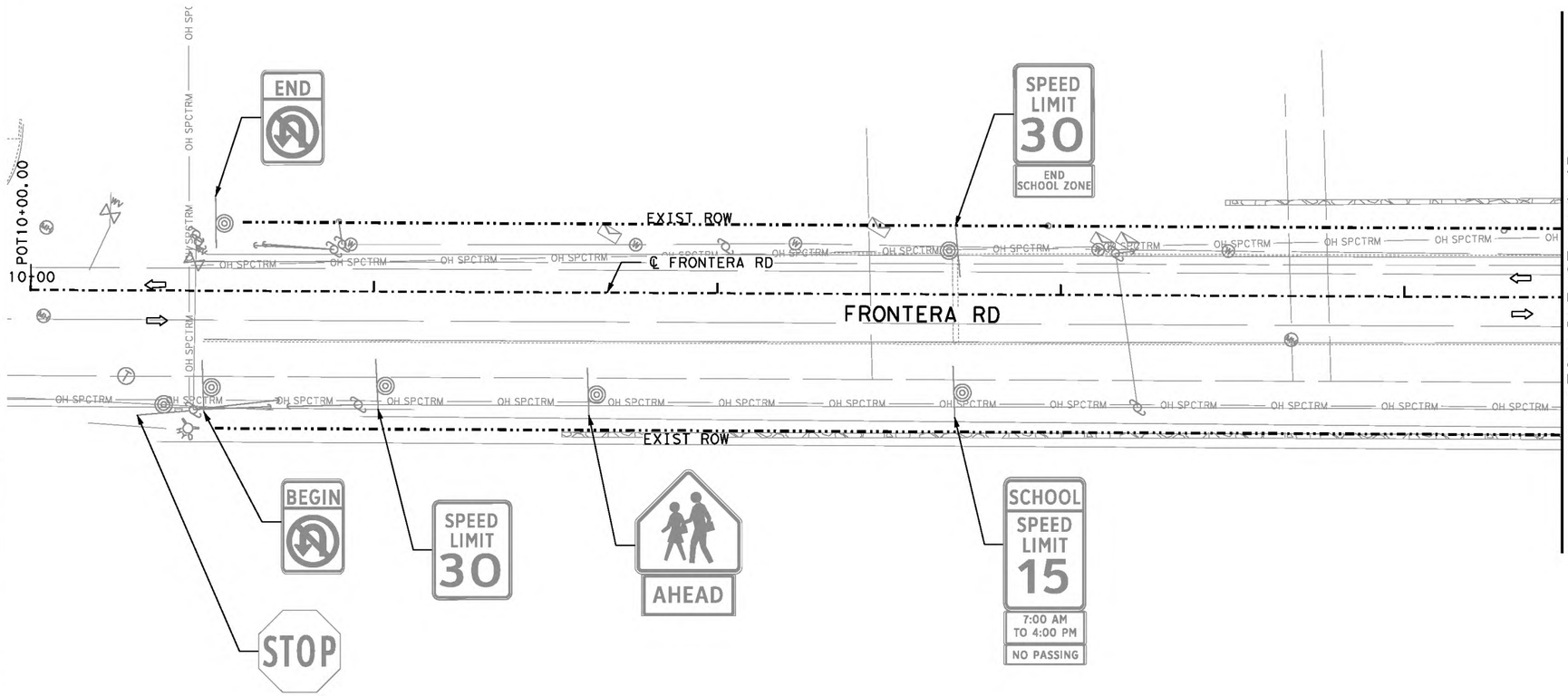
1. Sheets C60-C70 out of C137 dated June 15, 2023, and January 4, 2024.

Your proposal shall contain a complete itemized breakdown in sufficient detail to permit an analysis of all material ordered, labor, equipment, subcontractor costs (if applicable), and markups. State additional time required, if necessary. Justify your request with a description of the delays that you anticipate. Support your position with a marked-up progress chart depicting the impact of this proposed change on the original contract work.

Sincerely,

Alondra Jurrola

Nancy Lopez – Engineer Associate
Capital Improvement Department | 218 N. Campbell | El Paso, TX 79901
C: (915) 979-7954 | Email: Lopezni@elpasotexas.gov



0 20' 40'

SCALE: 1" = 40'

LEGEND

- EXISTING SIGN
- TRAFFIC FLOW
- BENCHMARK
- ICV IRRIGATION CONTROL VALVE
- SANITARY SEWER MANHOLE
- TELEPHONE MANHOLE
- TELEPHONE BOLLARD
- GUYWIRE
- FYRE HYDRANT
- WATER METER
- LIGHT POLE
- WV WATER VALVE
- POWER POLE
- CITY MONUMENT
- MAILBOX
- WATER MANHOLE

REFERENCES - BENCHMARKS

FILE:

DATE	REVISIONS	BY

ENGINEER'S SEAL

STATE OF TEXAS — LEONARDO J. LEDESMA — 103621 — LICENSED PROFESSIONAL ENGINEER — 6/15/2023

SCALE: HOR: 1"=40' VER: N/A

DATE: 6/15/2023
DESIGN BY:
DRAWN BY: LD
CHKD. BY:
APPD. BY: LD

PROJECT NAME

INSTALLATION OF TRAFFIC SIGNALS

EPA TX

STREET & MAINTENANCE

consor F-12040
1501 N. MESA, STE #200, EL PASO, TX 79902
PHONE: (915) 313-3880

SHEET TITLE

BASE BID 3-
FRONTERA ROAD
NEAR ROXBURY
EXISTING
CONDITIONS

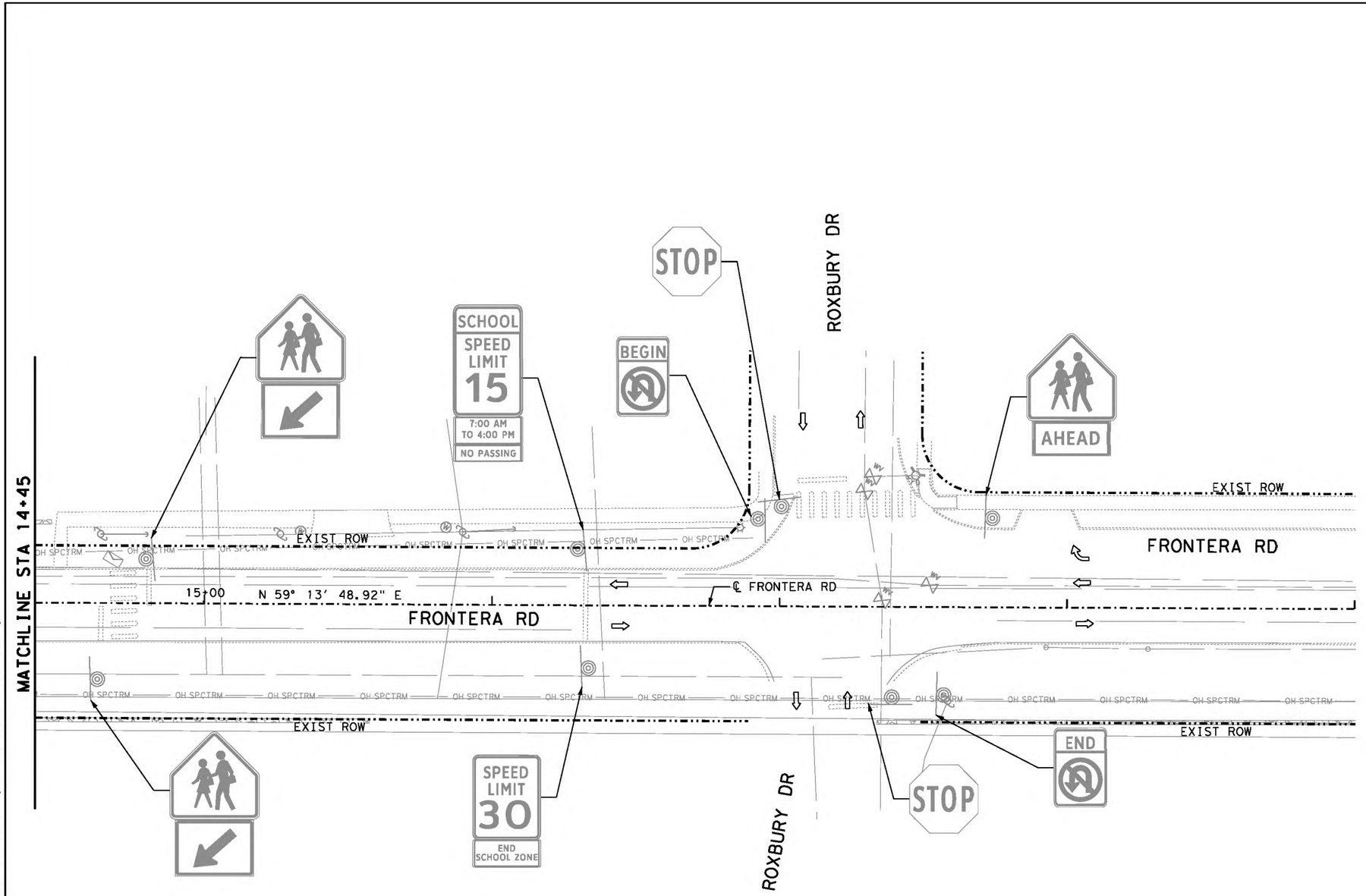
238752

SHEET
C 60 OF C 137

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6/15/2023
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D210137Tx.10



0 20′ 40′

SCALE: 1" = 40′

LEGEND

- EXISTING SIGN
- TRAFFIC FLOW
- BENCHMARK
- ICV — IRRIGATION CONTROL VALVE
- SANITARY SEWER MANHOLE
- TELEPHONE MANHOLE
- TELEPHONE BOLLARD
- GUYWIRE
- FYRE HYDRANT
- WATER METER
- LIGHT POLE
- WV — WATER VALVE
- POWER POLE
- CITY MONUMENT
- MAILBOX
- WATER MANHOLE

REFERENCES – BENCHMARKS

FILE:

BY	REVISIONS	DATE

ENGINEER'S SEAL

LEONARDO LEDESMA 103621 LICENSED PROFESSIONAL ENGINEER STATE OF TEXAS — 6/15/2023

SCALE		DATE	6/15/2023
HOR.	1"=40'	DESIGN BY	LD
VER.	N/A	DRAWN BY	
		CHKD. BY	LD
		APPD. BY	

PROJECT NAME

INSTALLATION OF TRAFFIC SIGNALS

EPA TX

STREET & MAINTENANCE

consor F-12040
1501 N. MESA, STE #200, EL PASO, TX 79902
PHONE: (915) 315-3880

SHEET TITLE

BASE BID 3-
FRONTERA ROAD
NEAR ROXBURY DRIVE
EXISTING
CONDITIONS

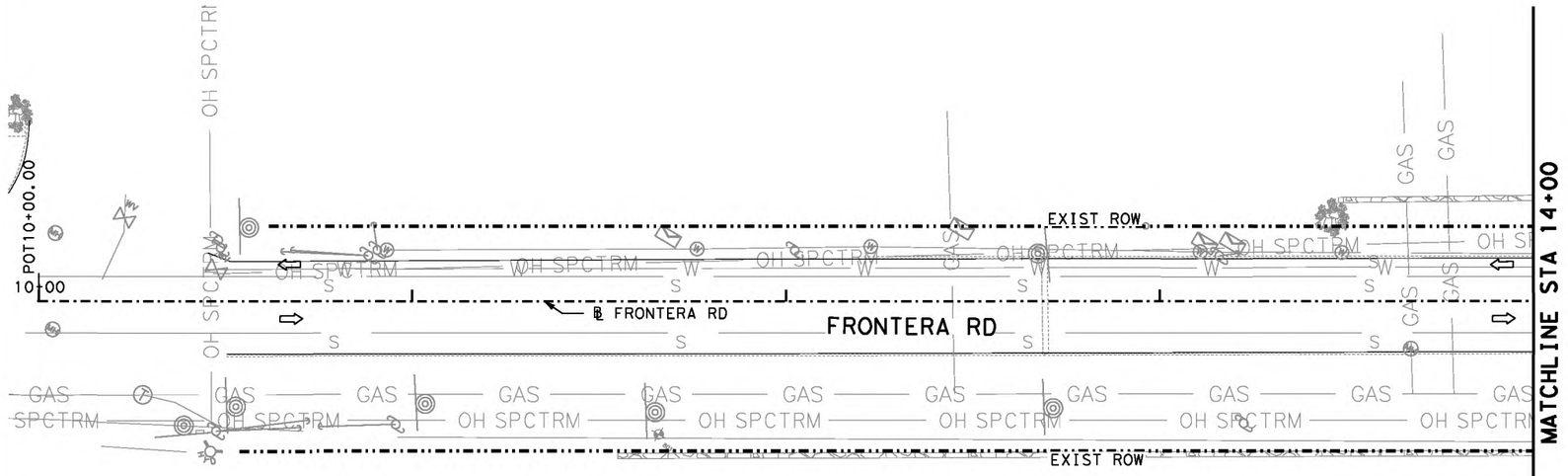
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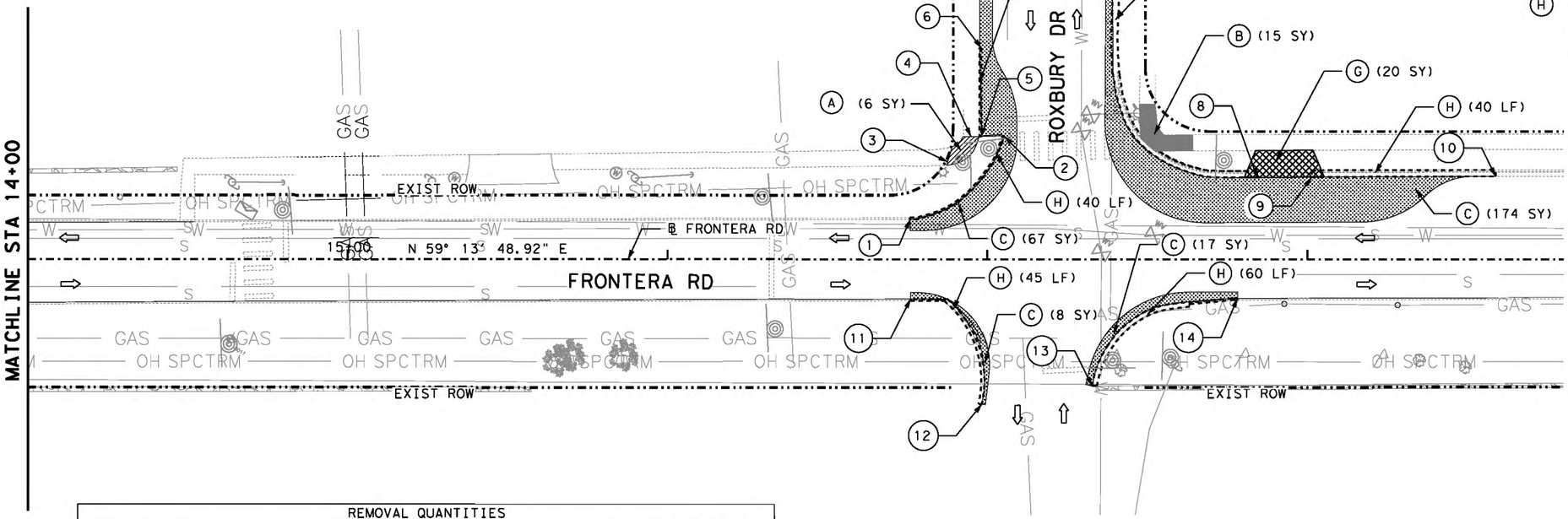
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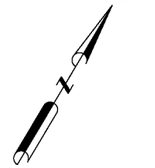
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LEGEND

- (A) REMOVE CONCRETE SIDEWALK
- (B) REMOVE CONCRETE WHEELCHAIR RAMP
- (C) REMOVE ASPHALT PAVEMENT
- (D) REMOVE LANDSCAPE
- (E) REMOVE MISCELLANEOUS
- (F) REMOVE CONCRETE PAVEMENT
- (G) REMOVE CONCRETE DRIVEWAY
- (H) REMOVE CONCRETE CURB & GUTTER
- EXIST ROW
- EXIST CURB & GUTTER
- TRAFFIC FLOW
- EXIST WATER VALVE
- EXIST POWER POLE
- EXIST FIRE HYDRANT
- EXIST SIGN

REMOVAL QUANTITIES			
ITEM	DESCRIPTION	UNIT	QTY
104 6015	REMOVING CONC (SIDEWALKS)	SY	6
104 6017	REMOVING CONC (DRIVEWAYS)	SY	20
104 6029	REMOVING CONC (CURB OR CURB & GUTTER)	LF	303
104 6032	REMOVING CONC (WHEELCHAIR RAMP)	SY	15
105 6069	REMOVING STAB BASE & ASPH PAV (4" - 6")	SY	266

REMOVAL LIMITS		
NUMBER	STATION	OFFSET
1	16+75.93	12.52' LT
2	17+05.36	38.48' LT
3	16+88.18	32.34' LT
4	16+94.97	38.37' LT
5	16+98.12	38.39' LT
6	16+98.14	66.06' LT
7	17+39.08	89.55' LT
8	17+84.30	25.58' LT
9	18+01.40	25.76' LT
10	18+58.76	25.98' LT
11	16+76.05	12.34' RT
12	16+98.28	45.21' RT
13	17+32.75	39.50' RT
14	17+78.16	12.12' RT

238752

REFERENCES – BENCHMARKS

BY	REVISIONS	DATE

FILE:

ENGINEER'S SEAL

LEONARDO LEDESMA 103621 LICENSED PROFESSIONAL ENGINEER 6/15/2023

SCALE	DATE	DESIGN BY	DRAWN BY	CHKD. BY	APPD. BY
HOR. 1"=40'	6/15/2023	EP	EP	LL	LL
VER. N/A					

PROJECT NAME

INSTALLATION OF TRAFFIC SIGNALS

STREET & MAINTENANCE

consor F-12040
1501 N. MESA, STE #200, EL PASO, TX 79902
PHONE: (915) 315-3660

SHEET TITLE

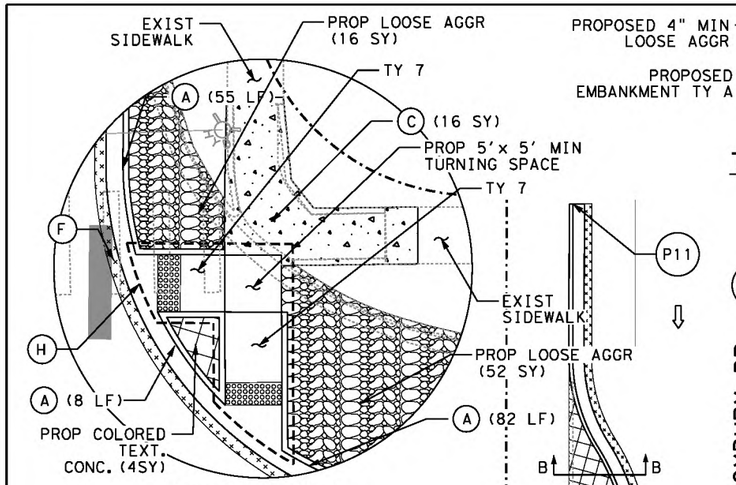
BASE BID 3-
FRONTERA NEAR ROXBURY REMOVAL LAYOUT

SHEET
C 62 OF C 137

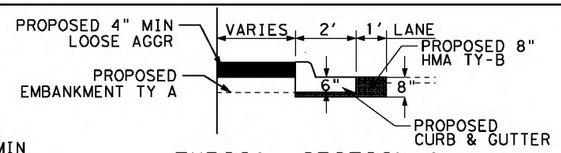
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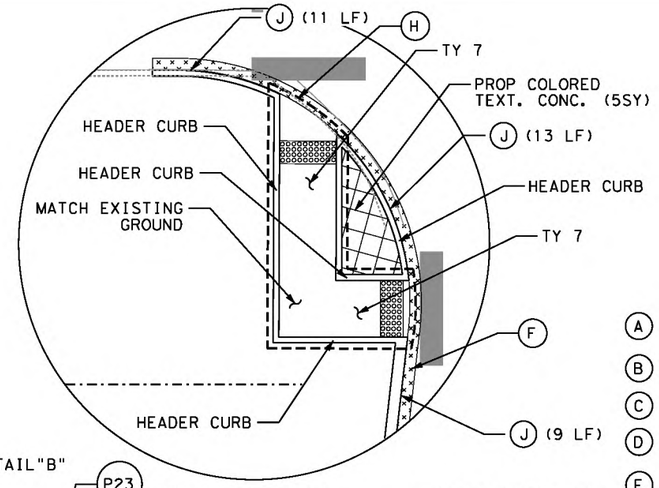
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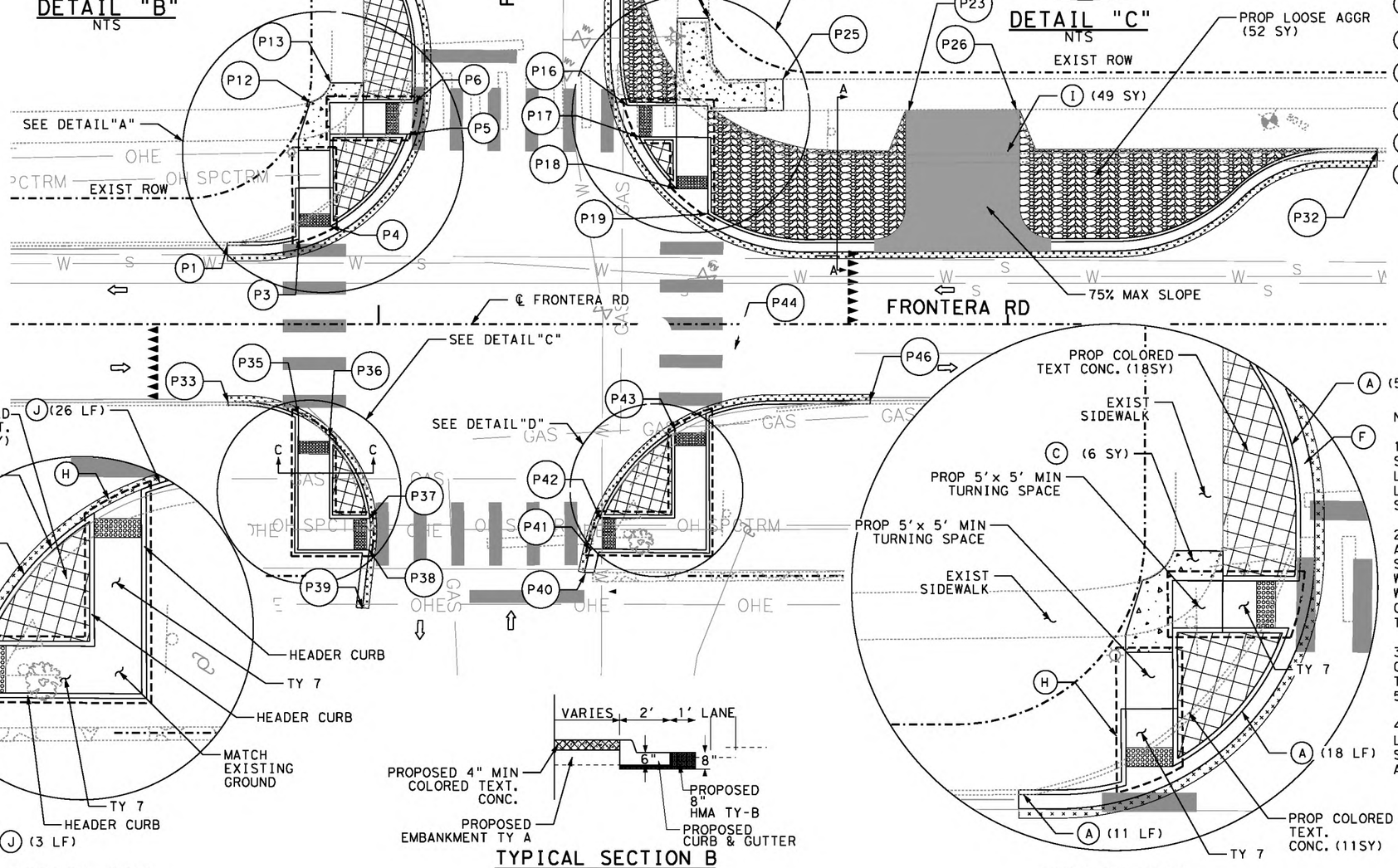
DETAIL "B"
NTS

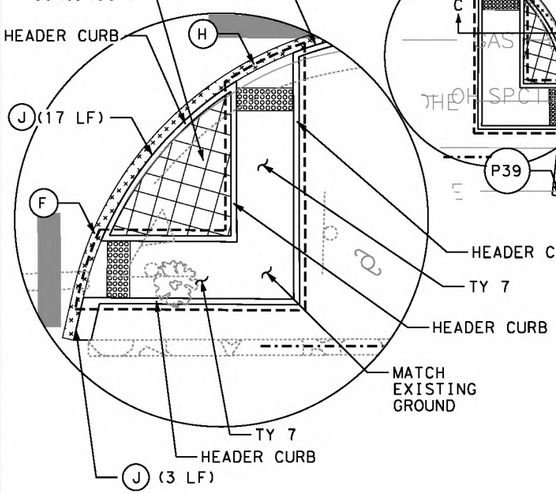


TYPICAL SECTION A
NTS



DETAIL "C"
NTS

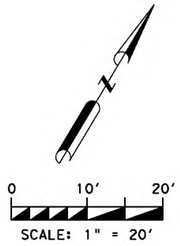




DETAIL "D"
NTS

TYPICAL SECTION B
NTS

DETAIL "A"
NTS



SCALE: 1" = 20'

LEGEND

- A — PROP CONCRETE CURB/ CURB & GUTTER
- B — PROP ASPHALT PAVEMENT
- C — PROP CONCRETE SIDEWALK
- D — PROP CONCRETE MISC
- E — PROP LOOSE AGGR
- F — PROP CONCRETE PAVEMENT
- G — PROPOSED ADA RAMP
- H — PROPOSED ADA RAMP LIMITS
- I — PROP CONCRETE DRIVEWAY
- J — PROP CONCRETE HEADER CURB
- TRAFFIC FLOW
- PROPOSED MAST ARM
- PROPOSED PED POLE
- EXISTING LUMINAIRES
- PROPOSED CABINET
- PROPOSED ELECTRICAL SERVICE

NOTES:

1. ALL PROPOSED CURB AND GUTTER, STEMWALLS, AND SHARED LANDINGS WITHIN THE PROPOSED RAMP LIMITS SHALL BE SUBSIDIARY TO ITEM 0531.

2. 36" MINIMUM CLEARANCE IS REQUIRED ALONG ALL SIDEWALKS. SIGNAL POLE FOUNDATION SHALL BE FLUSH WITH SIDEWALK WHERE NEEDED IN ORDER TO MAINTAIN 36" CLEARANCE FROM TRAFFIC SIGNAL BASE PLATE.

3. CONTRACTOR SHALL MATCH EXISTING CONCRETE PATTERN AND/OR COLOR. THIS WORK SHALL BE SUBSIDIARY TO ITEM 536 6002 CONC MEDIAN MISC.

4. CONTRACTOR SHALL MATCH EXISTING LANDSCAPE ELEMENTS. THIS WORK SHALL BE SUBSIDIARY TO ITEM 1005 6002 LOOSE AGGREGATE.

REFERENCES – BENCHMARKS

FILE:

BY	DATE	REVISIONS

ENGINEER'S SEAL

LEONARDO LEDESMA 103621 LICENSED PROFESSIONAL ENGINEER 6/15/2023

SCALE HOR: 1"=20' VER: N/A

DATE	6/15/2023
DESIGN BY	EP
DRAWN BY	EP
CHKD. BY	LD
APPD. BY	LD

PROJECT NAME

INSTALLATION OF TRAFFIC SIGNALS

EPA TX STREET & MAINTENANCE

consor F-12040
1501 N. MESA, STE #200, EL PASO, TX 79902
PHONE: (915) 975-3660

SHEET TITLE

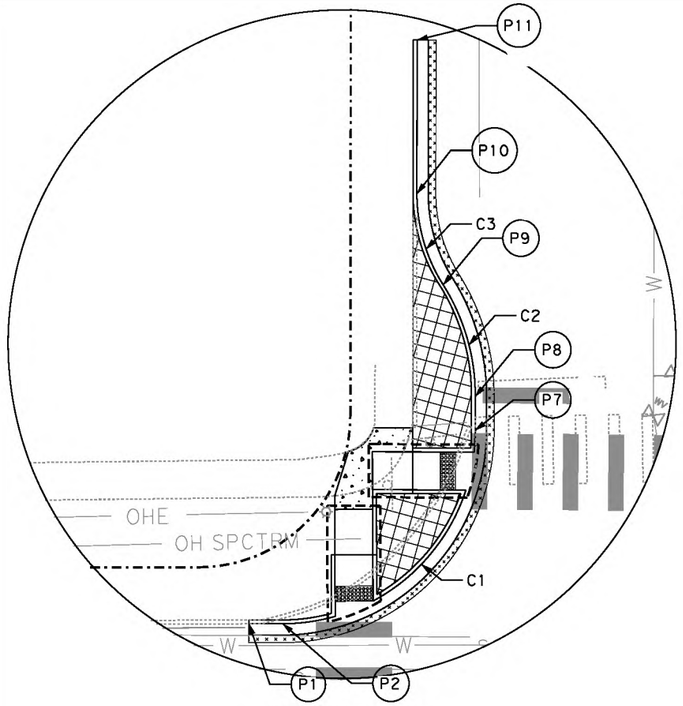
BASE BID 3-
FRONTERA NEAR ROXBURY RAMP LAYOUT
SHEET 1 OF 2

SHEET
C 63 OF C 137

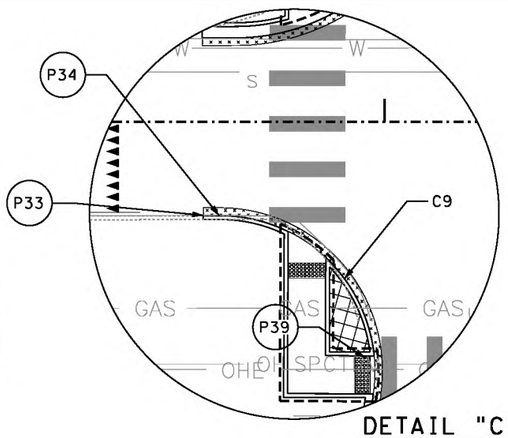
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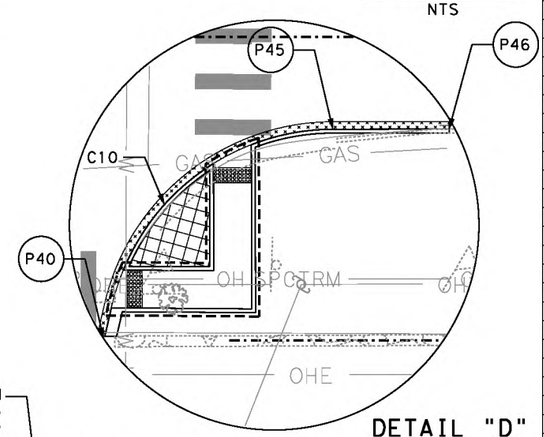
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DETAIL "A"
NTS

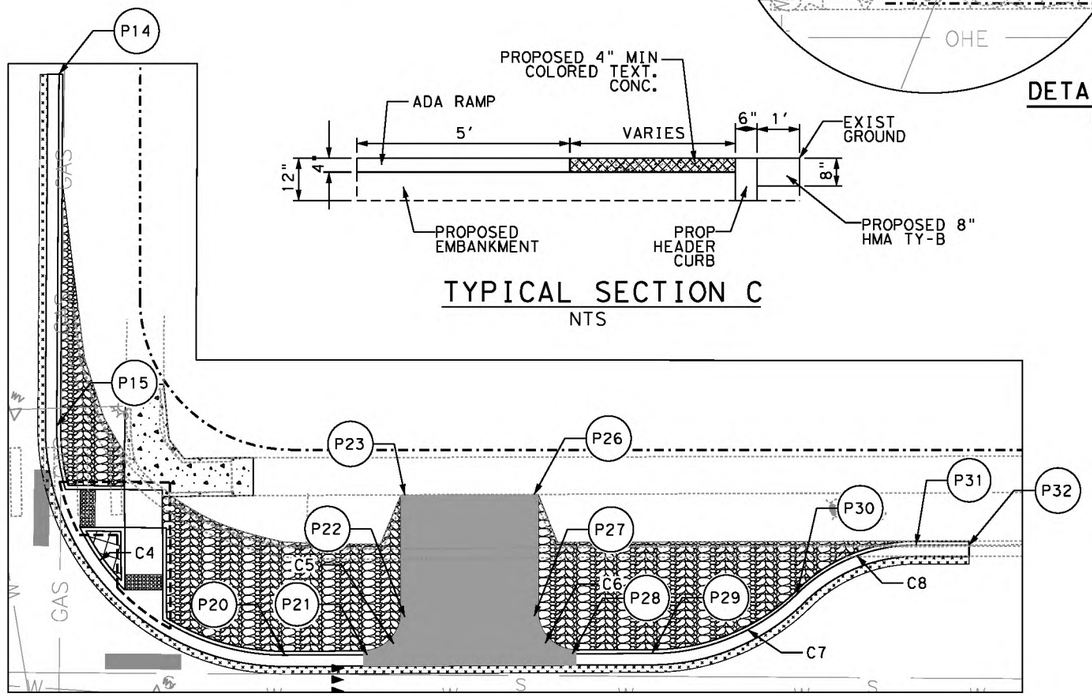


DETAIL "C"
NTS



DETAIL "D"
NTS

TYPICAL SECTION C
NTS



DETAIL "B"
NTS

ROADWAY & ADA RAMP QUANTITIES			
ITEM	DESCRIPTION	UNIT	QTY
132 6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	CY	41
314 6005	EMULS ASPH (BS OR SUBGR TRT)(CSS-1H)	GAL	8
341 6010	D-GR HMA TY-B PG70-22	TON	23
528 6001	COLORED TEXTURED CONC (4")	SY	47
529 6008	CONC CURB & GUTTER (TY II)	LF	230
529 9999	CONCRETE HEADER CURB	LF	79
530 6004	DRIVEWAYS (CONC)	SY	49
531 6001	CONC SIDEWALKS (4")	SY	22
531 6010	CURB RAMPS (TY 7)	EA	8
536 9999	MISC LANDSCAPE- (MATCH EXISTING)	SY	68

POINT DATA TABLE					
ID	STATION	OFFSET	X	Y	ELEVATION
P1	16+75.95	12.5456' LT	360871.60	10680625.88	3736.22' MATCH EXIST.
P2	16+80.41	12.5601' LT	360875.42	10680628.17	3736.22'
P3	16+87.34	13.5421' LT	360880.87	10680632.56	3736.35'
P4	16+92.33	15.5604' LT	360884.13	10680636.84	3736.44'
P5	17+04.59	30.201' LT	360887.17	10680655.69	3736.46'
P6	17+05.67	35.1994' LT	360885.54	10680660.54	3736.42'
P7	17+05.83	38.0599' LT	360884.22	10680663.08	3736.40'
P8	17+05.83	42.5181' LT	360881.94	10680666.91	3736.55'
P9	17+01.59	57.2235' LT	360870.77	10680677.38	3736.74'
P10	16+98.12	69.2552 ' LT	360861.64	10680685.95	3736.75'
P11	16+98.15	89.5208 ' LT	360851.30	10680703.37	3736.76' MATCH EXIST.
P12	16+89.08	35.2693' LT	360871.26	10680652.12	3736.55' MATCH EXIST.
P13	16+92.41	38.3762' LT	360872.53	10680656.49	3736.40' MATCH EXIST.
P14	17+38.69	89.5208' LT	360886.12	10680724.11	3736.88' MATCH EXIST.
P15	17+38.38	43.1362' LT	360909.59	10680684.10	3736.88'
P16	17+39.51	34.7973' LT	360914.83	10680677.51	3736.40'
P17	17+41.42	29.7848' LT	360919.04	10680674.18	3736.78'
P18	17+47.37	21.5258' LT	360928.37	10680670.13	3736.78'
P19	17+52.39	17.5595' LT	360934.71	10680669.29	3736.78'
P20	17+68.51	12.9415' LT	360950.92	10680673.57	3736.84'
P21	17+79.32	12.9858' LT	360960.19	10680679.14	3736.88'
P22	17+84.30	17.9858' LT	360961.91	10680685.98	3736.96'
P23	17+84.30	34.0486' LT	360953.70	10680699.78	3737.01' MATCH EXIST.
P24	17+52.49	48.6228' LT	360918.91	10680696.03	3736.94' MATCH EXIST.
P25	17+64.30	38.9471' LT	360934.01	10680693.76	3737.09' MATCH EXIST.
P26	18+01.40	34.1232' LT	360968.35	10680708.60	3736.97' MATCH EXIST.
P27	18+01.40	18.0969' LT	360976.55	10680694.82	3736.95'
P28	18+06.42	13.0969' LT	360983.42	10680693.10	3736.93'
P29	18+16.92	13.1400' LT	360992.42	10680698.51	3736.97'
P30	18+36.06	20.9993' LT	361004.84	10680715.05	3737.01'
P31	18+51.76	27.4299' LT	361015.05	10680728.61	3737.06'
P32	18+58.76	27.4444' LT	361021.04	10680732.20	3737.09' MATCH EXIST.
P33	16+76.05	12.3595' RT	360884.43	10680604.53	3736.54' MATCH EXIST.
P34	16+78.16	12.3689' RT	360886.25	10680605.60	3736.55'
P35	16+87.25	14.4708' RT	360895.13	10680608.44	3736.56'
P36	16+92.24	17.9201' RT	360901.18	10680608.03	3736.52'
P37	16+98.61	30.8447' RT	360913.27	10680600.19	3736.51'
P38	16+98.50	35.8445' RT	360915.73	10680595.84	3736.50'
P39	16+97.44	45.1170' RT	360919.57	10680587.33	3736.49' MATCH EXIST.
P40	17+32.73	39.4729' RT	360947.00	10680610.23	3736.28' MATCH EXIST.
P41	17+33.59	35.7278' RT	360945.82	10680613.89	3736.29'
P42	17+35.16	30.7379' RT	360944.62	10680618.98	3736.20'
P43	17+47.07	16.6930' RT	360947.66	10680637.14	3736.36'
P44	17+52.06	14.2034' RT	360950.68	10680641.83	3736.56
P45	17+62.82	12.1812' RT	360958.89	10680649.07	3736.56'
P46	17+78.13	12.1475' RT	360972.03	10680656.93	3736.67' MATCH EXIST.

CURVE DATA TABLE					
NAME	PC	PT	RADIUS	BACK	AHEAD
C1	P1	P7	25.5'	N 59° 2' 42.24" E	N 30° 46' 11.08" W
C2	P8	P9	27.5'	N 30° 46' 11.08" W	-
C3	P9	P10	22.5'	-	N 30° 41' 11.10" W
C4	P15	P20	30.0'	N 30° 23' 50.36" W	N 58° 59' 43.13" E
C5	P21	P22	5.0'	N 58° 59' 43.13" W	N 30° 46' 11.08" W
C6	P27	P28	5.0'	N 30° 46' 11.08" W	N 58° 59' 43.13" E
C7	P29	P30	27.5'	N 58° 59' 43.13" E	-
C8	P30	P31	22.5'	-	N 59° 6' 40.78" E
C9	P34	P38	20.5'	N 59° 6' 11.48" E	N 24° 15' 14.24" W
C10	P41	P45	30.0'	N 17° 52' 6.26" W	N 59° 6' 11.48" E

REFERENCES - BENCHMARKS

FILE:

BY	REVISIONS	DATE

ENGINEER'S SEAL
LEONARDO LEDESMA 103621 LICENSED PROFESSIONAL ENGINEER
6/15/2023

SCALE HOR: VER: NA

DATE	6/15/2023
DESIGN BY	EP
DRAWN BY	EP
CHKD. BY	LD
APPD. BY	LD

PROJECT NAME
INSTALLATION OF TRAFFIC SIGNALS

EPA TX
STREET & MAINTENANCE

consor F-12040
1501 N. MESA, STE #200, EL PASO, TX 79902
PHONE: (915) 315-3660

SHEET TITLE

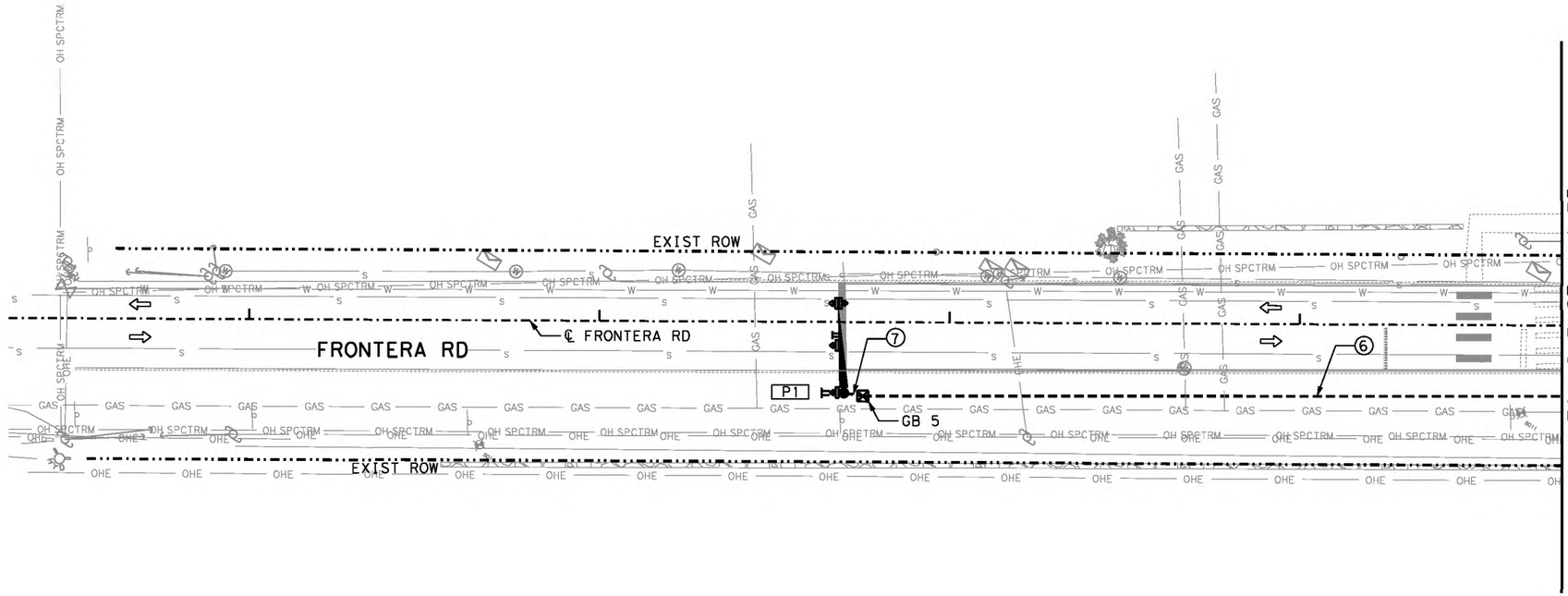
BASE BID 3-
FRONTERA NEAR ROXBURY RAMP LAYOUT
SHEET 2 OF 2

SHEET
C 64 OF C 137

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0 20′ 40′

SCALE: 1" = 40′

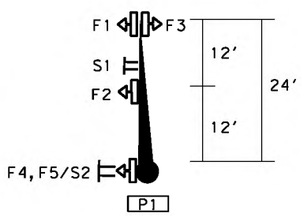
LEGEND

#	PROPOSED LED TRAFFIC SIGNAL W/BACKPLATE
F#	PROPOSED VEH SIG SEC (12IN) LED (Y)
	PROPOSED MAST ARM
S#	PROPOSED MAST ARM SIGNS
V#	PROPOSED VIVDS CAMERA
W#	PROPOSED PEDESTRIAN SIGNAL HEAD
PB#	PROPOSED PUSH BUTTON
	PROPOSED OPTICOM
	PROPOSED POLE MOUNTED TRAFFIC SIGNAL CONTROLLER
	PROPOSED GROUND BOX TY "D"
	PROPOSED GROUND BOX TY "D" W/APRON
	PROPOSED GROUND BOX TY "A" W/APRON
	PROPOSED PED SIGNAL POLE
	PROPOSED CONDUIT (TRENCH)
	PROPOSED CONDUIT (BORE)
	TRAFFIC FLOW
	PROPOSED ELECTRICAL SERVICE
	PROP CONCRETE SIDEWALK
	PROPOSED ADA RAMP

PROPOSED TRAFFIC SIGNAL HEADS	
(Y) F1, F2, F3, F4, F5	ONE SECTION SIGNAL HEAD

MAST ARM DETAIL (POLE 1)

NTS



PROPOSED SIGN MOUNTED ON MAST ARMS

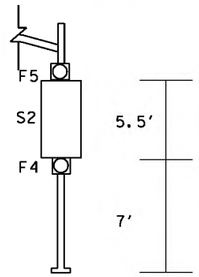
NTS

S1, S2

SCHOOL	S4-3P 24 X 8
SPEED LIMIT 15	S5-1 24 X 48 S1, S2
WHEN FLASHING	S4-4P 24 X 10

MAST ARM VERTICAL DETAIL (POLE 1)

NTS



REFERENCES – BENCHMARKS

DATE	REVISIONS	BY

FILE:

ENGINEER'S SEAL

STATE OF TEXAS — LEONARDO LEDESMA — 103621 — LICENSED PROFESSIONAL ENGINEER — 6/15/2023

SCALE		DATE	DESIGN BY	DRAWN BY	CHKD. BY	APPD. BY
HOR.	1"=40'	6/15/2023		LD	LD	
VER.	N/A					

PROJECT NAME

INSTALLATION OF TRAFFIC SIGNALS

EPA TX

STREET & MAINTENANCE

consor F-12040
1601 N. MESA, STE #200, EL PASO, TX 79902
PHONE: (915) 315-3880

SHEET TITLE

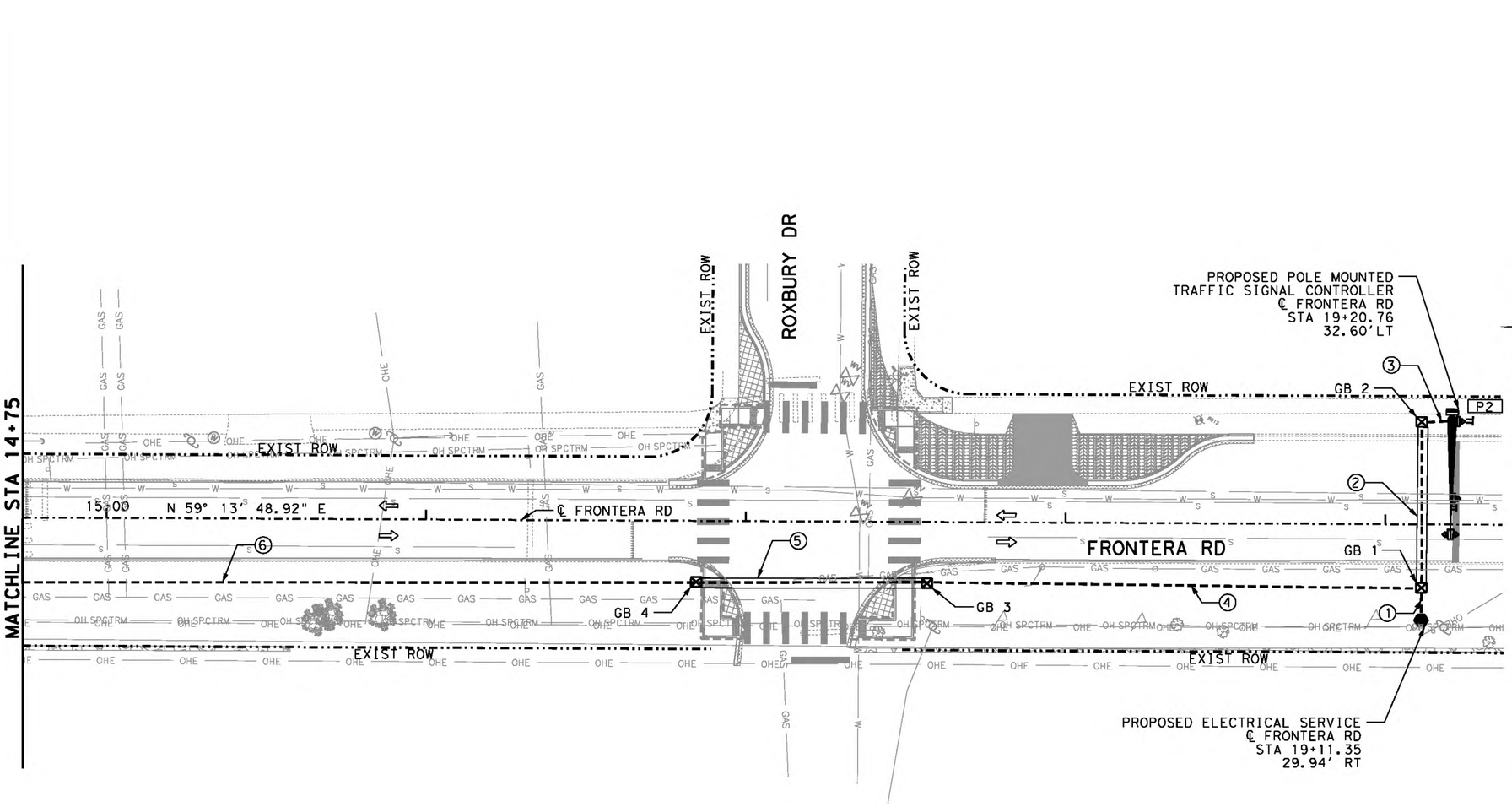
BASE BID 3-
FRONTERA RD NEAR ROXBURY DR SIGNAL LAYOUT
SHEET 1 of 3

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SHEET C 65 OF C 137

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0 20' 40'

SCALE: 1" = 40'

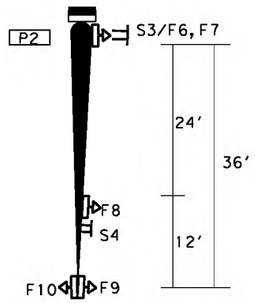
LEGEND

#	PROPOSED LED TRAFFIC SIGNAL W/BACKPLATE
F#	PROPOSED VEH SIG SEC (12IN) LED (Y)
	PROPOSED MAST ARM
S#	PROPOSED MAST ARM SIGNS
V#	PROPOSED VIVDS CAMERA
W#	PROPOSED PEDESTRIAN SIGNAL HEAD
PB#	PROPOSED PUSH BUTTON
	PROPOSED OPTICOM
	PROPOSED POLE MOUNTED TRAFFIC SIGNAL CONTROLLER
	PROPOSED GROUND BOX TY "D"
	PROPOSED GROUND BOX TY "D" W/APRON
	PROPOSED GROUND BOX TY "A" W/APRON
	PROPOSED PED SIGNAL POLE
	PROPOSED CONDUIT (TRENCH)
	PROPOSED CONDUIT (BORE)
	TRAFFIC FLOW
	PROPOSED ELECTRICAL SERVICE
	PROP CONCRETE SIDEWALK
	PROPOSED ADA RAMP

PROPOSED TRAFFIC SIGNAL HEADS	
(Y) F6, F7, F8, F9, F10	ONE SECTION SIGNAL HEAD

MAST ARM DETAIL (POLE 2)

NTS



PROPOSED SIGN MOUNTED ON MAST ARMS

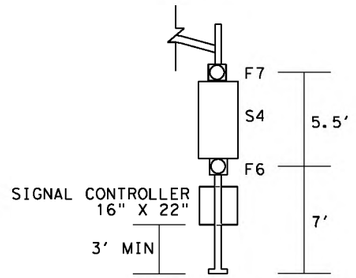
NTS

S3, S4

SCHOOL	S4-3P 24 X 8
SPEED LIMIT 15	S5-1 24 X 48 S1, S2
WHEN FLASHING	S4-4P 24 X 10

MAST ARM VERTICAL DETAIL (POLE 2)

NTS



REFERENCES – BENCHMARKS

FILE:

DATE	REVISIONS	BY

ENGINEER'S SEAL

STATE OF TEXAS
LEONARDO LEDESMA
103621
LICENSED PROFESSIONAL ENGINEER
6/15/2023

SCALE HOR: 1"=40' VER: N/A

DATE 6/15/2023
DESIGN BY LD
DRAWN BY
CHKD. BY
APPD. BY LD

PROJECT NAME

INSTALLATION OF TRAFFIC SIGNALS

EPA TX STREET & MAINTENANCE

consor F-12040
150 N. MESA, STE #200, EL PASO, TX 79902
PHONE: (915) 315-3880

SHEET TITLE

BASE BID 3-
FRONTERA RD NEAR ROXBURY DR SIGNAL LAYOUT
SHEET 2 of 3

SHEET C 66 OF C 137

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CONDUIT AND CONDUCTOR SUMMARY						
RUN NO.	LENGTH (FT)	NUMBER OF CONDUCTORS			CONDUIT	
		NO. 6 (INSULATED) (POWER)	NO. 6 (INSULATED) (GROUND)	TRF SIG CBL (12 AWG) (12 CONDR)	TRENCHED PVC SCH 40 (2")	BORED PVC SCH 40 (2")
1	10	2	1		2	
2	55	2	1	1		2
3*	20	2	1	1	2	
4	155			1	1	
5	75			1		1
6	410			1	1	
7	10			1	1	
TOTAL (FT)		200	100	755	635	185

*INCLUDES VERTICAL RUN TO POLE MOUNTED CONTROLLER CABINET.
ALL CONDUCTOR RUNS INCLUDE 5 LF OF SLACK.

TRAFFIC SIGNAL QUANTITIES			
ITEM	DESCRIPTION	UNIT	QTY
416 6031	DRILL SHAFT (TRF SIG POLE) (30 IN)	LF	12
416 6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	14
618 6023	CONDT (PVC) (SCH 40) (2")	LF	635
618 6024	CONDT (PVC) (SCH 40) (2") (BORE)	LF	185
620 6010	ELEC CONDR (NO.6) INSULATED	LF	300
624 6002	GROUND BOX TY A (122311)W/APRON	EA	5
628 6128	ELC SRV TY D 120/240 060(NS)GS(N)GC(O)	EA	1
680 6003	INSTALL HWY TRF SIG (SYSTEM)	EA	1
*	FLASHER CONTROLLER IN CABINET	EA	1
*	POLE MOUNTED CABINET	EA	1
682 6003	VEH SIG SEC (12")LED(YEL)	EA	10
684 6010	TRF SIG CBL (TY A)(12 AWG)(5 CONDR)	LF	321
684 6017	TRF SIG CBL (TY A)(12 AWG)(12 CONDR)	LF	755
686 6025	INS TRF SIG PL AM (S)1 ARM(24')	EA	1
686 6037	INS TRF SIG PL AM(S)1 ARM(36')	EA	1

* SUBSIDIARY TO ITEM 0680 6003 "INSTALL HWY TRF SIG (SYSTEM)"

POLE CHART				
POLE	DESCRIPTION	CENTERLINE	STATION	OFFSET
P1	PROPOSED 24' MAST ARM POLE	FRONTERA RD	12+69.81	18.45' RT
P2	PROPOSED 36' MAST ARM POLE	FRONTERA RD	19+20.76	32.60' LT

CONDUCTOR FROM POLE BASE TO SIGNAL HEAD		
POLE NO.	PED SIGNAL HEAD NO.	TRF SIG CBL (12 AWG) (5 CONDR)
P1	F1	49
	F2	37
	F3	49
	F4	12
	F5	18
TOTAL (FT)		165

CONDUCTOR FROM POLE MOUNTED CONTROLLER TO SIGNAL HEAD		
POLE NO.	PED SIGNAL HEAD NO.	TRF SIG CBL (12 AWG) (5 CONDR)
P2	F6	10
	F7	5
	F8	39
	F9	51
	F10	51
TOTAL (FT)		156

REFERENCES - BENCHMARKS

FILE:

DATE	REVISIONS	BY

ENGINEER'S SEAL

LEONARDO LEDESMA 103621 LICENSED PROFESSIONAL ENGINEER STATE OF TEXAS 1/4/2024

SCALE		DATE	1/4/2024
HOR.	N/A	DESIGN BY	EP
VER.	N/A	DRAWN BY	EP
		CHKD. BY	LD
		APPD. BY	LD

PROJECT NAME

INSTALLATION OF TRAFFIC SIGNALS

EPA TX

STREET & MAINTENANCE

consor F-12040
1501 N. MESA, STE #200, EL PASO, TX 79902
PHONE: (915) 313-3880

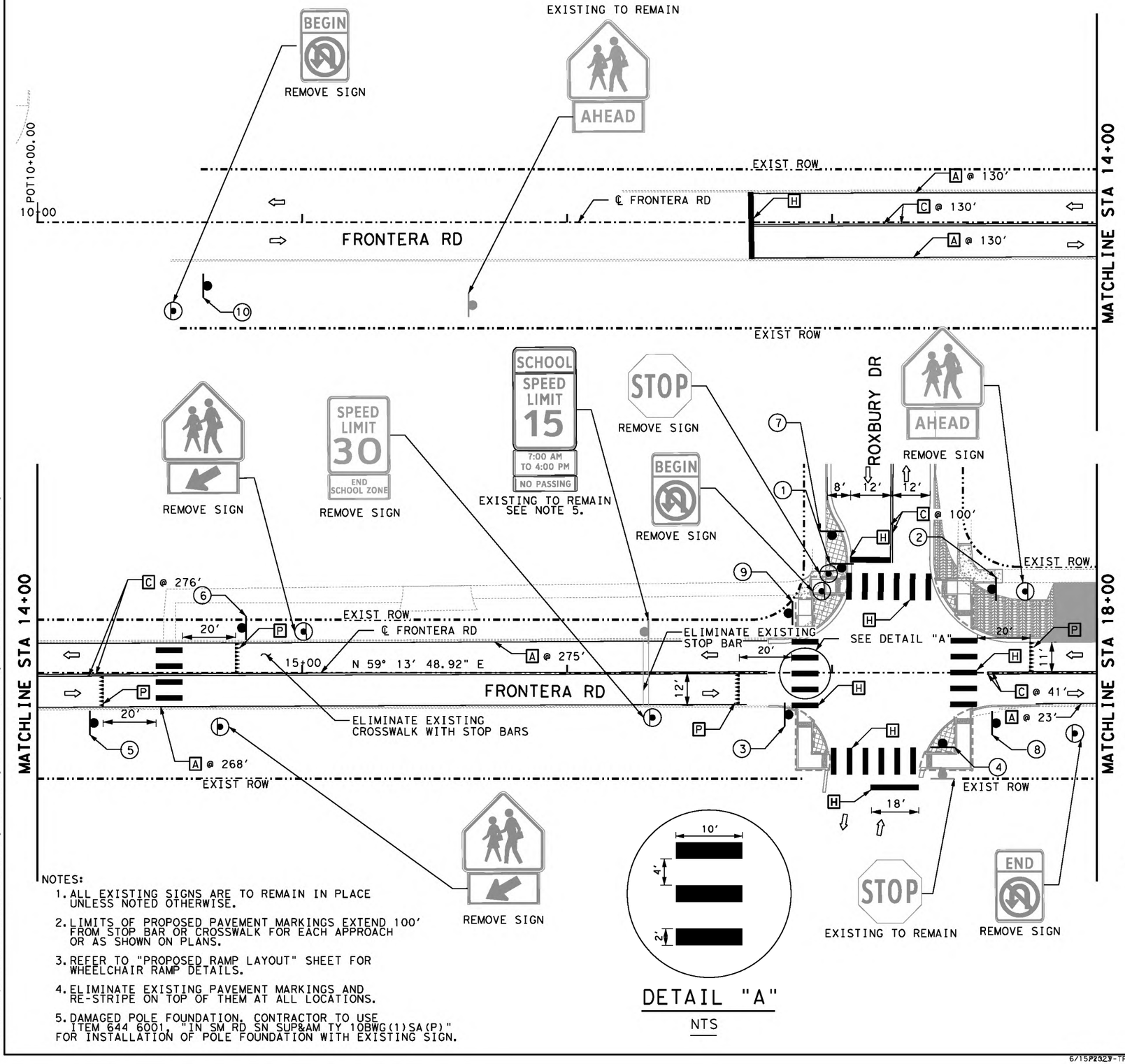
SHEET TITLE

BASE BID 3-
FRONTERA RD
NEAR ROXBURY DR
TRAFFIC SIGNAL
LAYOUT
SHEET 3 OF 3

SHEET
C 67 OF C 137

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P:_V-TPD\Projects\TX\2021\D210137TX.10\1_Design\500_CADD\dgn\02 Plan Files\08 signal\C_XXX_S_LSL_FRONTERA RD_03.dgn



NOTES:

1. ALL EXISTING SIGNS ARE TO REMAIN IN PLACE UNLESS NOTED OTHERWISE.
2. LIMITS OF PROPOSED PAVEMENT MARKINGS EXTEND 100′ FROM STOP BAR OR CROSSWALK FOR EACH APPROACH OR AS SHOWN ON PLANS.
3. REFER TO "PROPOSED RAMP LAYOUT" SHEET FOR WHEELCHAIR RAMP DETAILS.
4. ELIMINATE EXISTING PAVEMENT MARKINGS AND RE-STRIPE ON TOP OF THEM AT ALL LOCATIONS.
5. DAMAGED POLE FOUNDATION. CONTRACTOR TO USE ITEM 644 6001, "IN SM RD SN SUP&AM TY 10BWG(1)SA(P)" FOR INSTALLATION OF POLE FOUNDATION WITH EXISTING SIGN.

DETAIL "A"

NTS



LEGEND

A	RE PM W/RET REQ TY I(W)6"(SLD)(100MIL)
B	RE PM W/RET REQ TY I(W)6"(BRK)(100MIL)
C	RE PM W/RET REQ TY I(Y)6"(SLD)(100MIL)
D	REFL PAV MRK TY I(W)6"(DOT)(100MIL)
E	REFL PAV MRK TY I(W)8"(SLD)(100MIL)
F	REFL PAV MRK TY I(W)12"(SLD)(100MIL)
G	REFL PAV MRK TY I(W)12"(DOT)(100MIL)
H	REFL PAV MRK TY I(W)24"(SLD)(100MIL)
I	REFL PAV MRK TY I(W)8"(DOT)(100MIL)
J	REFL PAV MARK TY I (W)(ARROW)(100 MIL)
K	REFL PAV MARK TY I (W)(WORD)(100 MIL)
L	REFL PAV MRKR TY II-C-R
M	REFL PAV MRKR TY II-A-A
N	REFL PAV MRKR TY I-C
O	REF PM TY I(W)(BIKE SHARE LN)(100MIL)
P	REF PAV MRK TY I(W)18" (YLD TRI)(100MIL)
Q	REFL PAV MRK TY I(W)(UTURN ARW)(100MIL)
R	REFL PAV MRK TY I(W)(DBL ARROW)(100MIL)
S	REFL PAV MRK TY I(W)(BIKE ARROW)(100MIL)
T	REF PROF PAV MRK TY I(Y)6"(SLD)(100MIL)
U	RE PM W/RET REQ TY I(Y)6"(BRK)(100MIL)
V	REFL PAV MRK TY I(Y)(MED NOSE)(100MIL)
W	PATT REFL PAV MRK AWT (W) 6" (SLD)

(#) EXISTING SIGN TO BE REMOVED

(#) EXISTING SIGN TO BE RELOCATED

(#) PROPOSED SIGN

⇦ TRAFFIC FLOW

* 20′ MARKER SPACING

** 40′ MARKER SPACING

*** 80′ MARKER SPACING

PROPOSED SIGNS



S1-1 (36"X36")

SW16-7PL (24"X12")

① ② ③ ④ ⑤ ⑥



R1-1 (30"X30")

⑦



R3-4 36"X36"

⑧ ⑨ ⑩

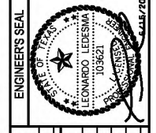
238752

ENGINEERS – BENCHMARKS

BY	REVISIONS	DATE

FILE:

ENGINEER'S SEAL



SCALE	
HOR:	1"=40'
VER:	NA
DATE	6/15/2023
DESIGN BY	EM
DRAWN BY	EM
CHKD. BY	LD
APPD. BY	LD

PROJECT NAME

INSTALLATION OF TRAFFIC SIGNALS

EPA TX

STREET & MAINTENANCE

consor F-12040
1507 N. MESA, STE #200, EL PASO, TX 79902
PHONE: (915) 313-3800

SHEET TITLE

BASE BID 3-
FRONTERA NEAR ROXBURY
SIGNING & PAVEMENT MARKING LAYOUT
SHEET 1 OF 2

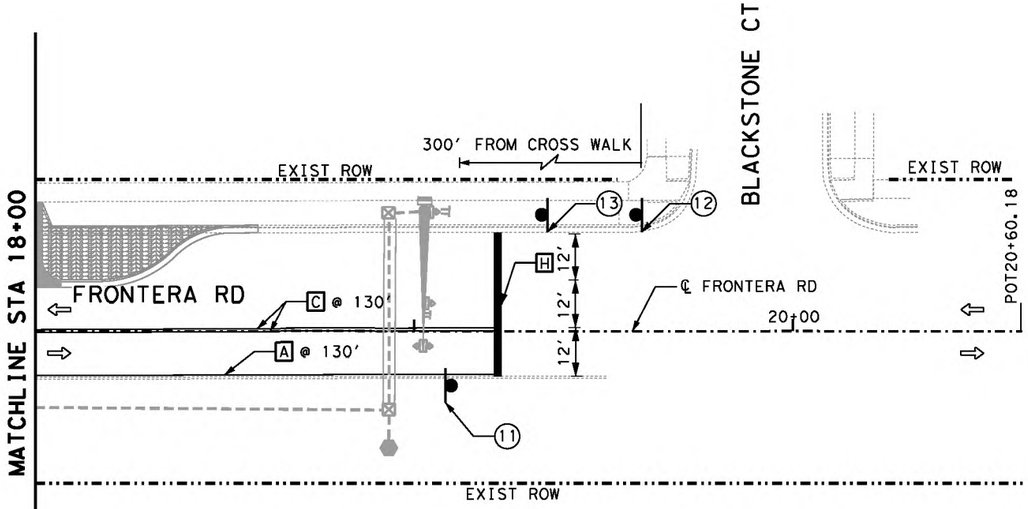
SHEET

C 68 OF C 137

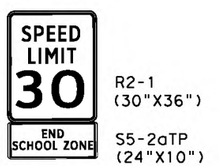
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PROPOSED SIGNS



R2-1 (30"X36")
S5-2aTP (24"X10")
(11)



S1-1 (36"X36")
SW16-9P (24"X12")
(12)

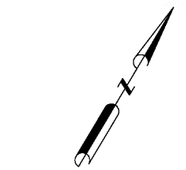


R3-4 36"X36"
(13)

NOTES:

1. ALL EXISTING SIGNS ARE TO REMAIN IN PLACE UNLESS NOTED OTHERWISE.
2. LIMITS OF PROPOSED PAVEMENT MARKINGS EXTEND 100' FROM STOP BAR OR CROSSWALK FOR EACH APPROACH OR AS SHOWN ON PLANS.
3. REFER TO "PROPOSED RAMP LAYOUT" SHEET FOR WHEELCHAIR RAMP DETAILS.
4. ELIMINATE EXISTING PAVEMENT MARKINGS AND RE-STRIPE ON TOP OF THEM AT ALL LOCATIONS.

PAVEMENT MARKING			
ITEM	DESCRIPTION	UNIT	QTY
644 6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	13
644 6076	REMOVE SM RD SN SUP&AM	EA	8
666 6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	350
666 6099	REF PAV MRK TY I(W)18"(YLD TRI)(100MIL)	EA	32
666 6174	REFL PAV MRK TY II (W) 6" (SLD)	LF	956
666 6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	350
666 6198	REFL PAV MRK TY II (W) 18" (YLD TRI)	EA	32
666 6210	REFL PAV MRK TY II (Y) 6" (SLD)	LF	1354
666 6308	RE PM W/RET REQ TY I (W)6"(SLD)(090MIL)	LF	956
666 6320	RE PM W/RET REQ TY I (Y)6"(SLD)(090MIL)	LF	1354
677 6007	ELIM EXT PAV MRK & MRKS (24")	LF	245
678 6002	PAV SURF PREP FOR MRK (6")	LF	2310
678 6008	PAV SURF PREP FOR MRK (24")	LF	350
678 6022	PAV SURF PREP FOR MRK (18")(YLD TRI)	EA	32



LEGEND

- A RE PM W/RET REQ TY I(W)6"(SLD)(100MIL)
- B RE PM W/RET REQ TY I(W)6"(BRK)(100MIL)
- C RE PM W/RET REQ TY I(Y)6"(SLD)(100MIL)
- D REFL PAV MRK TY I(W)6"(DOT)(100MIL)
- E REFL PAV MRK TY I(W)8"(SLD)(100MIL)
- F REFL PAV MRK TY I(W)12"(SLD)(100MIL)
- G REFL PAV MRK TY I(W)12"(DOT)(100MIL)
- H REFL PAV MRK TY I(W)24"(SLD)(100MIL)
- I REFL PAV MRK TY I(W)8"(DOT)(100MIL)
- J REFL PAV MARK TY I (W)(ARROW)(100 MIL)
- K REFL PAV MARK TY I (W)(WORD)(100 MIL)
- L REFL PAV MRKR TY II-C-R
- M REFL PAV MRKR TY II-A-A
- N REFL PAV MRKR TY I-C
- O REF PM TY I(W)(BIKE SHARE LN)(100MIL)
- P REF PAV MRK TY I(W)18" (YLD TRI)(100MIL)
- Q REFL PAV MRK TY I(W)(UTURN ARW)(100MIL)
- R REFL PAV MRK TY I(W)(DBL ARROW)(100MIL)
- S REFL PAV MRK TY I(W)(BIKE ARROW)(100MIL)
- T REF PROF PAV MRK TY I(Y)6"(SLD)(100MIL)
- U RE PM W/RET REQ TY I(Y)6"(BRK)(100MIL)
- V REFL PAV MRK TY I(Y)(MED NOSE)(100MIL)
- W PATT REFL PAV MRK AWT (W) 6" (SLD)

EXISTING SIGN TO BE REMOVED

(#) EXISTING SIGN TO BE RELOCATED

(#) PROPOSED SIGN

TRAFFIC FLOW

* 20' MARKER SPACING

** 40' MARKER SPACING

*** 80' MARKER SPACING

REFERENCES – BENCHMARKS

FILE:

BY	REVISIONS	DATE

ENGINEER'S SEAL

LEONARDO LEDESMA 103621 LICENSED PROFESSIONAL ENGINEER STATE OF TEXAS 6/15/2023

SCALE HOR: 1"=40' VER: N/A

DATE	6/15/2023
DESIGN BY	EM
DRAWN BY	EM
CHKD. BY	LD
APPD. BY	LD

PROJECT NAME

INSTALLATION OF TRAFFIC SIGNALS

STREET & MAINTENANCE

consor F-12040
1507 N. MESA, STE #200, EL PASO, TX 79902
PHONE: (915) 315-3660

SHEET TITLE

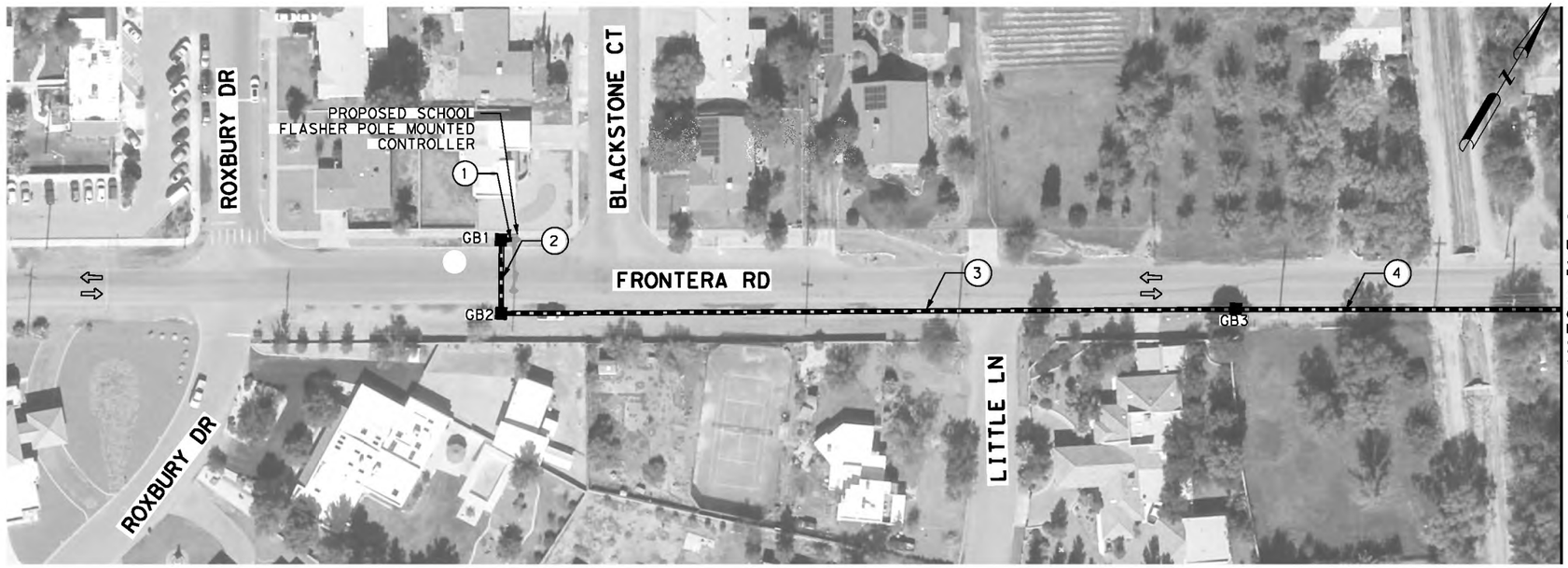
BASE BID 3-
FRONTERA NEAR ROXBURY
SIGNING & PAVEMENT MARKING LAYOUT
SHEET 2 OF 2

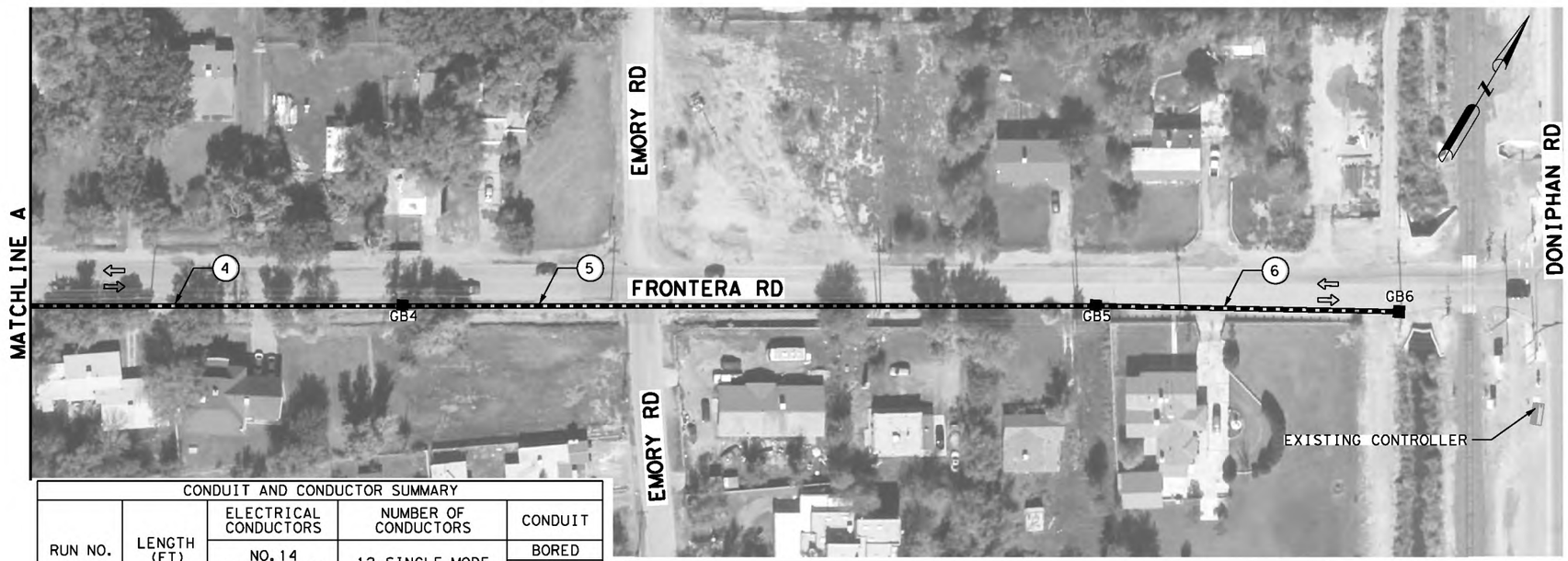
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0 50′ 100′
SCALE: 1" = 100′

LEGEND

- EXISTING TRAFFIC SIGNAL CONTROLLER
- PROPOSED TRAFFIC SIGNAL CONTROLLER
- PROPOSED ITS GROUND BOX TY 1
- PROPOSED CONDUIT (BORE)
- EXISTING TRAFFIC FLOW

NOTE:

1. ON/OFF OPERATION FOR SCHOOL FLASHERS WILL BE CONTROLLED BY TRAFFIC SIGNAL CABINET SHOWN ON PLANS.

CONDUIT AND CONDUCTOR SUMMARY				
RUN NO.	LENGTH (FT)	ELECTRICAL CONDUCTORS	NUMBER OF CONDUCTORS	CONDUIT
		NO. 14 (INSULATED) (TRACER)	12-SINGLE MODE FIBER	BORED PVC SCH 40 (3")
1*	20	1	1	1
2	45	1	1	1
3	520	1	1	1
4	500	1	1	1
5	500	1	1	1
6	220	1	1	1
TOTAL (FT)		1835	1835	1805

*RUN INCLUDES VERTICAL LENGTH TO POLE MOUNTED CONTROLLER.
ALL CONDUCTOR RUNS INCLUDE 5′ OF SLACK

ITS QUANTITIES			
ITEM	DESCRIPTION	UNIT	QTY
158 6005	SPEC EXCAV WORK (ORIGINAL)	CY	4
618 6030	CONDT (PVC) (SCH 40) (3") (BORE)	LF	1805
620 6002	ELEC CONDR (NO.14) INSULATED	LF	1835
6007 6011	FIBER OPTIC CBL (SNGLE-MODE) (12 FIBER)	LF	1835
6007 6023	FIBER OPTIC PATCH PANEL (12 POSITION)	EA	1
6186 6001	ITS GND BOX(PCAST) TY 1 (243636)	EA	6

REFERENCES – BENCHMARKS

FILE:

DATE	REVISIONS	BY

ENGINEER'S SEAL
LEONARDO LEDESMA 103621 LICENSED PROFESSIONAL ENGINEER
6/15/2023

SCALE HOR: 1"=100' VER: N/A

DATE	6/15/2023
DESIGN BY	CV
DRAWN BY	PG
CHKD. BY	JL
APPD. BY	JL

PROJECT NAME
INSTALLATION OF TRAFFIC SIGNALS

STREET & MAINTENANCE

consor F-12040
1501 N. MESA, STE #200, EL PASO, TX 79902
PHONE: (915) 313-3860

SHEET TITLE
BASE BID 3-
FRONTERA RD NEAR ROXBURY DR
INTERCONNECT LAYOUT

SHEET
C 70 OF C 137

238752

79

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6/15/2023
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File #: 26-0349, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 1
Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065
Capital Improvement Department, Yvette Hernandez, (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 be authorized to sign the First Amendment to Agreement for Professional Services by and between the City of El Paso ("City") and CONSOR ENGINEERS, LLC ("Consultant") whereby Consultant agrees to provide additional engineering and design services for the Resler Boulevard Extension Project, in exchange for additional payment from the City in an amount not to exceed $65,685.11, thereby increasing the original contract price from $1,008,393.48 to $1,074,078.59.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

REVISED
10:28 am, Mar 05, 2026

DEPARTMENT / COUNCIL OFFICE: Capital Improvement

AGENDA DATE: 3/17/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Joaquin Rodriguez, AICP **PHONE NUMBER:** 915-212-0065

2nd CONTACT PERSON NAME: Yvettte Hernandez, P.E. **PHONE NUMBER:** 915-212-0065

DISTRICT(S) AFFECTED: 1

AGENDA ITEM:

A Resolution that the City Manager be authorized to sign the First Amendment to Agreement for Professional Services by and between the City of El Paso ("City") and CONSOR ENGINEERS, LLC ("Consultant") whereby Consultant agrees to provide additional engineering and design services for the Resler Boulevard Extension Project, in exchange for additional payment from the City in an amount not to exceed $65,685.11, thereby increasing the original contract price from $1,008,208.48 to $1,074,078.59

ISSUE STATEMENT:

This item is to add design services in the amount of $65,686.11 for the Resler Extension project. The scope of the additional services includes incorporating four future cross streets and modifying the median design to accommodate future development by adjacent parcel owners. The project remains within budget.

BACKGROUND:

The Resler Extension project consists of a 0.37 mile extension to connect the existing segment of Resler Drive at the intersection of Transmountain Road to the existing northern segment of Resler Drive at Dewberry Drive. The project consists of complete street design of proposed road and bridge structures, engineering, environmental studies and construction management services for the divided 4-lane major arterial road.

COUNCIL OPTIONS:

1. Approved the First Amendment to the Professional Services Agreement
2. Decline approval

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:

10/21/25 - Community Meeting

RELATED CITY POLICIES:

NA

PRIOR COUNCIL ACTION:

Council approved Professional Services Agreement on May 21, 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:

$65,685.11 - Community Progress Bond

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NA

NAME	AMOUNT ($)

ATTACHMENTS:

Amendment to Professional Services Agreement

FOR MORE INFORMATION:

Joaquin Rodriguez, AICP 915-212-0065 RodriguezJ2@elpasotexas.gov

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

SIGNATURE: 

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

RESOLUTION

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

That the City Manager be authorized to sign the First Amendment to Agreement for Professional Services by and between the City of El Paso ("City") and CONSOR ENGINEERS, LLC ("Consultant") whereby Consultant agrees to provide additional engineering and design services for the Resler Boulevard Extension Project, in exchange for additional payment from the City in an amount not to exceed $65,685.11, thereby increasing the original contract price from $1,008,393.48 to $1,074,078.59.

APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

HQ 6747 | Tran # 633447 | CID
Resler Extension- Resolution for First Amendment
RAB

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment to the Agreement for Professional Services (**"First Amendment"**), is made by and between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas (**"Owner"**), and CONSOR ENGINEERS, LLC, a Florida, USA, foreign Limited Liability Company authorized to transact business in Texas (**"Consultant"**), collectively referred herein as "Parties". The effective date of this First Amendment shall be the date on which the El Paso City Council approves the First Amendment ("**Effective Date**").

WHEREAS, on May 21, 2024, the Parties entered in to an Agreement for Professional Services (**"Agreement"**); and

WHEREAS, pursuant to the Agreement, Consultant agreed to provide professional architect and engineering services for the "ENGINEERING AND DESIGN SERVICES FOR THE RESLER BOULEVARD EXTENSION PROEJCT"; and

WHEREAS, the Parties now desire to amend the Agreement to add that Consultant will also provide architect and engineering services consisting of four future cross streets within the project limits and to modify the typical section to a wider raised median to accommodate future development; and

WHEREAS, in exchange for the additional work to be performed by Consultant, Owner agrees to increase the payment to Consultant by an amount not to exceed $65,685.11, thereby increasing the total payment amount from $1,008,393.48 to $1,074,078.59.

NOW, THEREFORE, the Parties agree as follows:

1. The first Recital paragraph of the Agreement is amended in its entirety to read as follows:

   WHEREAS, the Owner intends to engage the Consultant to perform services for the project known as "ENGINEERING AND DESIGN SERVICES FOR THE RESLER BOULEVARD EXTENSION PROEJCT", herein after referred to as the **"Project"**, as further described in **Attachment "A"** and **Attachment "A-1"**.

2. Section 1.1 of the Agreement is amended in its entirety to read as follows:

   1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment "A"	Scope of Services
Attachment "A-1"	Supplemental Services To Be Provided By The Engineer
Attachment "B"	Consultant's Fee Proposal and Hourly Rates
Attachment "C"	Consultant's Basic and Additional Services

Attachment "D" Payment and Deliverable Schedules
Attachment "E" Insurance Certificate

3. Section 2.1 is amended in its entirety to read as follows:

2.1 The Owner hereby agrees to retain Consultant and Consultant agrees to perform the services identified in this Agreement, and any amendment, for the Project. The Project consists of Consultant's completion of the Scopes of Services as further described in **Attachment "A"** and **Attachment "A-1"**.

The services described in Attachment "A" shall be completed in accordance with the identified phases described in **Attachment "D".** The additional services described in Attachment "**A-1**" shall be completed during Design Phase of the original project schedule as set forth in the Agreement, following the Owner's written Notice to Proceed to the Consultant.

4. Section 3.1 is amended in its entirely to read as follows:

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **$1,074,078.59** for all basic services and reimbursables performed pursuant to this Agreement.

The Parties acknowledge that the Agreement provided that, the City Engineer could 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 acknowledge that the City Engineer, has previously exercised her authority and increased the total payment to Consultant for basic services and reimbursables by $29,158.04, thereby leaving a remaining total of $20,841.96 that the City Engineer may use to increase the total payment for basic service and reimbursables without further authorization from City Council. Any increase for basic services and reimbursables exceeding $20,841.96 must have prior approval by City Council through written amendment to the Agreement.

The Parties acknowledge that the Agreement provided that, in addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **$50,000.00,** if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. The Parties acknowledge that the City Engineer, has previously exercised her authority and increased the total payment to Consultant for Additional Services by $48,132.58, thereby leaving a total of $1,867.42, that the City Engineer may use to increase the total payment for Additional Services without further authorization from City Council. Additional

Services exceeding **$**1,867.42 must have prior approval by City Council through written amendment to the Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to **Attachment "D"**.

5. **Terms and Conditions.** Except as amended in this First Amendment, the Agreement remains in full force and effect.

(SIGNATURES BEGIN ON FOLLOWING PAGE.)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

_____
Dionne L. Mack
City Manager

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

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

_____
Notary Public, State of Texas

My commission expires:

_____

[Consultant Signatures begin on the following page]

CONSULTANT:

Ricardo A. Prieto, P.E.
Senior Vice President

THE STATE OF TEXAS §
§
COUNTY OF El Paso §

This instrument was acknowledged before me on this 02 day of March, 2026, by Ricardo A. Prieto, Senior Vice President, on behalf of Consultant.

Norma Baird
Notary Public, State of Texas

My commission expires:

01-16-2029

NORMA BAIRD
Notary Public, State of Texas
Comm. Expires 01-16-2029
Notary ID 12162401

(Exhibit"A-1" on the following page)

ATTACHMENT “A-1”

SCOPE OF SERVICES

SUPPLEMENTAL SERVICES TO BE PROVIDED BY THE ENGINEER

Under the original contract, the Engineer is responsible for the design of the Resler roadway corridor extension, including shared use paths on both sides of the roadway, hydraulic drainage structures to convey runoff from the Franklin Mountains, and continuous corridor lighting. The City has since requested additional services to incorporate four future cross streets within the project limits and to modify the typical section to a wider raised median to accommodate future development by adjacent parcel owners. These requested changes will require an expansion of the original scope of work under the following tasks: Task 100 Project Management and Administration, Task 200 Roadway Design, Task 400 Drainage Design, Task 500 Traffic Design, Task 800 Surveying, and Task 1700 Landscaping.

TASK 100 Project Management & Administration:
This supplemental scope includes the professional engineering services necessary to coordinate with the City, stakeholders, and subconsultants for all work associated with the scope described above.

TASK 200 Roadway Design:
The Engineer shall perform geometric roadway design, including the development of horizontal and vertical alignments, and shall design one intersection within the project limits. The Engineer shall re design the typical section footprint to accommodate a wider raised median and shall prepare updated earthwork calculations and cross sections reflecting the revised roadway geometry. The Engineer shall update all corresponding plan sheets and quantities impacted by these changes and shall revise the plan set to include all applicable TxDOT bid items. The Engineer shall perform quality assurance and quality control reviews prior to submittal.

TASK 400 Drainage Design:
The Engineer shall update the hydrology and hydraulics analysis and associated drainage design to reflect the revised roadway typical section geometry and proposed improvements. This effort includes updating the Hydraulic and Hydrologic report with revised calculations and exhibits based on the new typical section, and revising internal drainage area maps to reflect updated impervious areas associated with roadway widening and cross streets. The Engineer shall re-run storm system calculations for existing curb openings, add one new curb opening, and re-evaluate ditch capacities. Hydraulic data sheets shall be updated as needed, including re-running the HEC RAS model if proposed discharges are revised. The Engineer shall update drainage plan and profile sheets, including multiple ditch profiles, and revise related callouts and quantities. The Engineer shall also update driveway culvert layouts if needed due to cross streets and revise applicable drainage details and standards. The Engineer shall perform quality assurance and quality control reviews prior to submittal.

TASK 500 Traffic Design:
The Engineer shall update and prepare traffic design elements impacted by roadway geometric adjustments, median widening, and the incorporation of additional cross streets, in accordance with applicable TxDOT standards and requirements. Traffic signal documentation shall also be updated as necessary to accommodate the modified roadway geometry and cross street connections and to meet the City and TxDOT format standards. Traffic signalization include hollow conduit runs and boxes prepared for future improvements. This design does not include the foundation design and/or traffic mast arm design.

In addition, the Engineer shall revise roadway illumination design affected by the roadway adjustments, including updated illumination layouts, voltage drop calculations, circuit diagrams, electrical service summaries and service coordination, and photometric analysis. The Engineer will maintain the median layout design however will take into account two potential future cross streets along the revised layout. All traffic related plan sheets, calculations, summaries, and supporting documentation shall be updated and formatted to TxDOT standards. The Engineer shall perform quality assurance and quality control reviews prior to submittal.

The Engineer shall identify and prepare partial Traffic Signal Plans for the intersection to be built as a separate project at the location provided by the City. Partial Traffic Signal Plans will be signed and sealed by a Texas Registered Professional Engineer. The Engineer shall develop all quantities, general notes, specifications and incorporate the appropriate standards required to complete construction. The partial signal plan will only include conduit and ground boxes to be placed for the future traffic signal location. The location of the conduit and ground boxes will be based on the Engineer's judgement and experience with traffic signal designs. Final locations for conduit and ground boxes will be approved by the City. Traffic signal poles, fixtures, signs, signal heads and all other elements required for a standard traffic signal design will not be part of this project.

TASK 800 Surveying:
Please refer to **Attachment "A-1"** for scope.

TASK 1700 Landscaping:
Please refer to **Attachment "A-1"** for scope.

A separate fee proposal has been submitted under **Attachments "A-1"** reflecting the additional design services required under this scope.

Attachment "A-1"

Firm Name: Consor North America, Inc.			
Exhibit D Fee Summary			
Project: Resler Blvd Extension			
Method of Payment: Lump Sum			
Task	**Consor Engineers LLC**	**GRV Integrated Engineering Solutions, LLC**	**THE DRY LAND**
	(PRIME)	Survey	Landscaping
TASK 100 - Project Management & Administration	$ 7,445.32		
TASK 200 - Roadway Design	$ 28,312.00		
TASK 400 - Drainage Design	$ 7,388.93		
TASK 500 - Traffic Design	$ 14,464.86		
TASK 800 - Surveying		$ 5,914.00	
TASK 1700 - Landscaping			$ 2,160.00
Sub Total:	**$ 57,611.11**	**$ 5,914.00**	**$ 2,160.00**
Grand Total:	**$ 65,685.11**		

Attachment "A-1"

Firm Name: Consor Engineers, LLC
Exhibit D : Fee Schedule
Method of Payment: Lump Sum
Project: Resler Blvd Extension

	LABOR CLASSIFICATION																		
Item - Task	**Project Manager**	**Principal Scientist**	**Engineer (Senior)**	**Sr. Environmental Specialist**	**Engineer (Project)**	**Engineer (Design)**	**Engineer (Structural) - Senior**	**Engineer in Training II**	**Engineer in Training I**	**Utilities Coordinator Senior**	**Utilities Coordinator**	**Environmental Specialist III**	**GIS & RS IV**	**CADD Operator**	**Senior Public Involvement Specialist**	**Junior Public Involvement Specialist**	**Admin/Clerical**	**Total LOE (Hrs)**	**Total Cost ($$)**
Contract Rate (Hourly)	**$253.82**	**$250.00**	**$225.61**	**$170.00**	**$197.41**	**$155.11**	**$219.97**	**$126.91**	**$109.99**	**$197.41**	**$141.01**	**$110.00**	**$110.00**	**$107.17**	**$197.41**	**$126.91**	**$84.61**		
I. MANAGING CONTRACTED ADVANCE PROFESSIONAL ENGINEERING SERVICES																			
TASK 100 - Project Management & Administration																			
100.1 Contract Management and Administration																			
Coordination with the City/State	8																	8	$2,030.56
Coordination with Stakeholders	8				6													14	$3,215.02
Sub contracts, monitor sub consultant activities, invoices	4				6													10	$2,199.74
SUBTOTAL	**20**				**12**													**32**	**$7,445.32**
TASK 200 - Roadway Design																			
200.2 Geometric Design																			
Preliminary Geometric Layout	1				2			2										5	$902.46
Preliminary 3D Corridor Model	1				4			8										13	$2,058.74
200.3 Roadway Design																			
Horizontal Geometry Design	1				2			4										7	$1,156.28
Vertical Geometry Design	1				2			4										7	$1,156.28
Design for 1 Intersection layout	1				6			8						8				23	$3,310.92
Prepare Plan & Profile Sheets	1				6			12						12				31	$4,247.24
200.4 Typical Sections																			
Proposed Typical Section	1				2			4						4				11	$1,584.96
200.5 Cut and Fill Quantities																			
Refine Preliminary 3D Corridor	1				2			3										6	$1,029.37
Corridor Cross Section Sheets (Est. 40 Cross Sections @ 50-ft)	1				2			3										6	$1,029.37
Earthwork Calculations	1				2			3										6	$1,029.37
200.6 Plan Preparation																			
General Note Sheets	1				2													3	$648.64
Estimate & Quantity Sheets (E&Q)	1				1			4						4				10	$1,387.55
Alignment Data Sheets	1				2			4						4				11	$1,584.96
Design Standards and Detail Sheets	1				8			16						16				41	$5,578.38
Plan Review (100%, Final)	1		6															7	$1,607.48
SUBTOTAL	**15**		**6**		**43**			**75**						**48**				**187**	**$28,312.00**
TASK 400 - Drainage Design																			
400.5 Drainage Plan Preparations																			
Internal DA Map & Calc Sheets					1			8						4				13	$1,641.37
Hydraulic Data Sheets					1			4						1				6	$812.22
Drainage Plan & Profile Sheets					2			8						4				14	$1,838.78
Draiange Detail & Standards					2			2						4				8	$1,077.32
Quantities					2			4						2				8	$1,116.80
400.6 QAQC			4															4	$902.44
SUBTOTAL			**4**		**8**			**26**						**15**				**53**	**$7,388.93**
TASK 500 - Traffic Design																			
500.4 Traffic Signals																			
Traffic Signal Layout	1		1			6		20						24				52	$6,520.37
500.5 ILLUMINATION																			
Illumination Layouts						4		8						6				18	$2,278.74
Voltage Drop Calculations						1		2										3	$408.93
Circuit Diagrams						2		4						1				7	$925.03
Photometric Analysis	1		1			2		4						2				10	$1,511.63
QAQC	4		8															12	$2,820.16
SUBTOTAL	**6**		**10**			**15**		**38**						**33**				**102**	**$14,464.86**
TOTAL	**41**		**20**		**63**	**15**		**139**						**96**				**374**	**$57,611.11**

Attachment "A-1"

GRV Integrated Engineering Solutions LLC
Resler Blvd. Extension (Prepare Metes and Bounds for Three Easement Documents)
Engineering Services (Boundary Surveys)

PREPARED: 01/29/2026
Revised:

	Senior PM/RPLS		Technical Reviewer		Project Engineer		CAD/Survey Tech		Admin		Subtotal
	Hours		Hours		Hours		Hours		Hours		
SCOPE OF WORK		**$189.50**		**$189.50**		**$84.22**		**$71.06**		**$80.80**	
ENGINEERING SERVICES											
TASK 100 - PROJECT MANAGEMENT											
100.1 Perform contract administration and management duties, prepare monthly progress reports, and invoices.	2	$379.00		$0.00		$0.00		$0.00	2	$161.60	$540.60
		$0.00	0	$0.00		$0.00		$0.00		$0.00	$0.00
Subtotals	**2**	**$379.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**2**	**$161.60**	**$540.60**
TASK 200 - TOPOGRAPHIC SURVEYS AND SUBMITTAL											**Subtotal**
		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
Subtotals	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**$0.00**
TASK 300 - BOUNDARY SURVEYS AND SUBMITTAL											**Subtotal**
300.1 Prepare metes and bounds for three easements	2	$379.00		$0.00		$0.00	6	$426.36	4	$323.20	$1,128.56
300.2 Prepare exhibits for three easements	2	$379.00		$0.00	6	$505.32	24	$1,705.44	2	$161.60	$2,751.36
300.3 Install pins for the three easements at the project site	2	$379.00		$0.00	4	$336.88	8	$568.48		$0.00	$1,284.36
		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
Subtotals	**6**	**$1,137.00**	**0**	**$0.00**	**10**	**$842.20**	**38**	**$2,700.28**	**6**	**$484.80**	**$5,164.28**

TOTAL LABOR	**$5,704.88**
DIRECT COSTS	**$209.00**
SUBCONSULTANTS (Excludes any type of construction administration services for all subs)	
TOTAL SUBS	**$0.00**
TOTAL ENGINEERING SERVICES FEE (LUMP SUM)	**$5,914**

PROJECT COSTS	UNIT	BILLING RATE	QTY	TOTAL
Mileage	mile	$0.67	300	$201.00
Copying (Letter Size)	page	$0.10	20	$2.00
11x17 Copies	sheet	$0.30	20	$6.00
Blacklines (24 x 36)	sheet	$1.75		$0.00
TMA	Day	$1,000.00	0	$0.00
		TOTAL DIRECT COSTS		**$209.00**

THE DRY LAND

FEE PROPOSAL FOR LANDSCAPE ARCHITECTURE FOR RESLER EXTENSION REVISIONS

THE DRY LAND | Landscape Architecture
110 Montecillo, Suite 1C
El Paso, Texas 79912

01 | 16 | 26

Adrian Molina
Consor
1501 N. Mesa Street, Suite 200
El Paso, Texas 79902

Dear Mr. Molina:

1.0 SCOPE OF WORK

The proposed scope of work is revisions to the landscape design for the extension of Resler Boulevard, between Transmountain Road and Dewberry Street, in west El Paso. Design work includes, and is limited to, the design of trees, shrubs, landscape rock, boulders, edging and irrigation.

2.0 FEE

The fee is $2,160, broken down as follows:

- Principal / Landscape Architect – 2 hours @ $180 per hour = $360
- Project Manager – 6 hours @ $110 per hour = $660
- Landscape Designer / CAD Drafter – 19 hours @ $60 per hour = $1,140

An invoice will be rendered at the completion of work and due within 45 days.

Assuming you find this proposal satisfactory, please sign below where indicated and return.

Regards,

Jonathan Matthews | RLA, LI
THE DRY LAND
915 887 7893
jonathan@thedryland.com

.....
Approved by Authorized Agent on behalf of Consor

X_____ Date_____
ISSUING THE DRY LAND DIGITAL FILES OF THE SITE PLAN SO THAT THE DRY LAND CAN BEGIN DESIGN WILL CONSTITUTE ACCEPTANCE OF THIS PROPOSAL, EVEN IF THE PROPOSAL IS NOT SIGNED.

File #: 26-0326, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Abdel Garcia to the Civil Service Commission by Representative Josh Acevedo, District 2.

Board Appointment Form

City Clerk's Office

Appointing Office	Josh Acevedo, District 2
Agenda Placement	Consent
Date of Council Meeting	03/17/26
Name of Board	Civil Service Commission

Agenda Posting Language

Abdel Garcia to the Civil Service Commission by Representative Josh Acevedo, District 2.

Appointment Type	Regular

Member Qualifications

As an employee for El Paso Community College, Mr. Garcia has evaluated student applications to ensure all documentation met institutional and federal standards. He has also advised diverse student populations on immigration and academic matters.

Nominee Name	Abdel Garcia
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[redacted]
Residing District	District 3
City Employed Relatives	N/A

Board Membership

N/A

Real estate owned in El Paso County

N/A

Previous Appointee	Victor Vazquez, Jr.
Reason for Vacancy	Term Expired
Date of Appointment	03/17/26
Term Begins On	02/01/26
Term Expires On	01/31/29
Term	First Term

Abdel Garcia

[redacted]

EDUCATION

Universidad Autónoma de Ciudad Juárez (UACJ), Ciudad Juarez, Chih.
Licenciatura/Bachlores in Economics & Mathematics **Exp. May 2026**

Mission Early College High School
Early graduate **Dec. 2018**

PROFESSIONAL EXPERIENCE

El Paso Community College, El Paso, Tx.

International Student Representative DSO & Admissions Assistant Since Nov. 2024

- Evaluated and processed international student applications to ensure all documentation met both institutional admissions standards and U.S. federal immigration regulations for F-1 visa applicants.
- Served as a Designated School Official, ensuring institutional and student compliance with F-1 visa regulations and managing all individual SEVIS reporting and immigration form I-20 issuance.
- Advised a diverse international student population on immigration and academic matters including CPT/OPT, while supporting cultural adjustment and success.

Self-Directed Mobile Notary, El Paso, Tx.
Notary Public of the State of Texas Since Apr. 2019

- Provided notary services to clients, ensuring compliance with Texas state laws and regulations for all legal documents.
- Maintained accurate and detailed records of all notarizations to uphold the integrity and legality of the documents processed, while upholding professional confidentiality of their internal information.
- Collaborated with legal, accounting, and education professionals to streamline notarization processes and improve client satisfaction through efficient service delivery directly to their place of work or convenience.

WFTU, Athens, Greece.
English-Spanish Interpreter Jan. 2023-Nov. 2024

- Facilitated real-time communication between English and Spanish-speaking, occasionally Portuguese, delegates during international conferences and meetings ensuring accuracy and clarity in all interactions.
- Conducted simultaneous interpretation for workshops and training sessions, enhancing the learning experience for participants from various linguistic backgrounds.
- Assisted in the preparation of written materials and presentations in both English and Spanish to support effective communication. All while supporting the maintenance of the accurate documentation of those materials by updating and digitizing them, ensuring they were properly coded and stored for future reference.

LT International, New York, NY
Treasurer and Assistant Editor Jun. 2019-Jul. 2024

- Edited, proofread, and translated articles for clarity, grammar, and style, ensuring all materials adhered to the publication's standards and guidelines before release, including verifying factual details and updating necessary data in the Content Management System
- Managed all budgeting, tracking income and expenses, ensuring fiscal responsibility, and maintained financial records for the editorial team.
- Maintained a comprehensive editorial calendar, while also coordinating with correspondents, designers, and the editors to facilitate effective communication.

SKILLS

- *Computer Skills:* Microsoft Office Suite (Word, Excel, etc.), R Studio, R programming language
- *Language Skills:* Spanish-Bilingual, English-Spanish consecutive and simultaneous interpretation, Arabic-Basic/Informal colloquial.
- *Organizational Skill:* Administrative assistance, effective oral and written communication, customer service and relations.

File #: 26-0360, **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 Deanna Maldonado-Rocha, (915) 212-0003

AGENDA LANGUAGE:

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

Kelly T. Blough to the Historic Landmark Commission by Representative Deanna Maldonado-Rocha, District 3.

Board Appointment Form

City Clerk's Office

Appointing Office	Deanna Maldonado-Rocha, District 3
Agenda Placement	Consent
Date of Council Meeting	03/17/26
Name of Board	Historic Landmark Commission

Agenda Posting Language

Appointment of Kelly T. Blough to the Historic Landmark Commission by Representative Deanna Maldonado-Rocha, District 3.

Appointment Type	Regular

Member Qualifications

Has professional experience in historic landmarks especially natural.

Nominee Name	Kelly T. Blough
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[redacted]
Residing District	District 8
City Employed Relatives	No

Board Membership

Yes, Historic Landmark Commission 2016-2017

Real estate owned in El Paso County

[redacted]

Previous Appointee	Louis Edwards
Reason for Vacancy	Resigned
Date of Appointment	03/17/26
Term Begins On	10/25/24
Term Expires On	10/24/26
Term	Unexpired Term

Kelly Thomas Blough

[redacted]

Professional Summary

Retired environmental and geological professional with 25+ years of experience in federal environmental compliance, restoration, and natural resource management. Skilled in Clean Water Act, Safe Drinking Water Act, and NEPA compliance, with expertise leading restoration and stormwater programs for the U.S. Army. Proven leader in project planning, contractor management, community engagement, and inter-agency collaboration. Recognized for exceptional performance and innovative solutions in environmental stewardship.

Key Experience

- U.S. International Boundary and Water Commission / Environmental Scientist (GS-12)
  2016 – 2023 - Retired

  • Managed environmental compliance for multiple Agency actions on river and land international boundary.

  • Served on City of El Paso Historic Landmark Commission for district 8 2016 – 2017.

  • Served on El Paso County Historical Commission 2018.

- U.S. Army, Fort Bliss – Storm Water / Compliance Cleanup Manager (GS-12)
  2002 – 2016

  • Manage storm water compliance programs across multiple states under CWA permits.

  • COR for $800K+ contracts; oversee budgets, scopes of work, and milestones.

  • Led major cleanups, developed wetland nature trail, secured federal grants.

  • Technical lead for site inspections, data review, NEPA assessments, and spill response.

- U.S. Army, White Sands Missile Range – Geologist (GS-12)
  1999 – 2002

  • Directed compliance programs for drinking water, wastewater, and storm water systems across a vast test range.

  • Negotiated with EPA and state regulators; secured NPDES permit averting litigation.

  • Developed and implemented innovative water blending plan to maintain safe supply.

- Environmental Restoration Company – Program Manager, Fort Bliss IRP
  1996 – 1999

  • Managed $700K annual restoration program across 77 sites, including groundwater, soils, and surface water.

  • Directed community Restoration Advisory Board; earned Army award for Best RAB (1999).

- Additional Roles 1988-1996

  • Staff Scientist (Geo-Marine), Geologist (Advanced Sciences, Halliburton NUS), Environmental Specialist (Daniel R. Lutz & Assoc.), Sanitarian (Chester County PA Health Department).

Education

• Masters Course Work. Geology, Univ. of Texas at El Paso

• B.A. Geology, Univ. of Delaware

Certifications & Training (selected)

• OSHA 40-hour HAZWOPER & Supervisory Training

• Project Management Training

• NPDES Storm Water Compliance

• Federal Budget Process & COR Certification

Professional Affiliations

• Vice President, El Paso Geological Society (2007)

• Member, New Mexico Geological Society

Publications & Recognition

• Co-authored U.S. Army Corps of Engineers Technical Report (1997).

• Multiple Geological Society of America presentations.

• Repeated Exceptional/Outstanding performance ratings.

• Awards for environmental protection and community engagement.

File #: 26-0338, **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
Office of the Comptroller, Susan Jacobs, (915) 212-1152

AGENDA LANGUAGE:

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

For Notation Only, Delinquent Hotel Occupancy Tax Report as of February 28, 2026.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Office of the Comptroller

AGENDA DATE: 3/17/26

PUBLIC HEARING DATE: 3/17/26

CONTACT PERSON NAME: Margarita Marin **PHONE NUMBER:** (915) 212-1174

2nd CONTACT PERSON NAME: Susan Jacobs **PHONE NUMBER:** (915) 212-1152

DISTRICT(S) AFFECTED: All

AGENDA ITEM:

For Notation Only, Delinquent Hotel Occupancy Tax Report as of 02/28/2026

ISSUE STATEMENT:

City Council directed the Office of the Comptroller to provide quarterly updates on hotels with outstanding Hotel Occupancy Tax balances. This report identifies current delinquencies and accounts escalated for legal action. Receiving this update fulfills Council's directive and promotes transparency and responsible revenue collection.

BACKGROUND:

On the August 19, 2025 Regular City Council Meeting, The City Council directed the City Manager to provide quarterly status updates on a regular city council meeting agenda on Delinquent Hotel Occupancy Tax.

COUNCIL OPTIONS:

Accept the quarterly Hotel Occupancy Tax delinquency and legal escalation report as presented. No further action is required at this time.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by a City Council committee, board, or advisory body.

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

N/A

RELATED CITY POLICIES:

This item aligns with the City's financial management and revenue collection policies by ensuring oversight of Hotel Occupancy Tax compliance and the timely pursuit of delinquent accounts.

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:

A. Hotel Delinquent Report

FOR MORE INFORMATION:

Gilbert Garcia (915) 212-1150 GarciaG1@elpasotexas.gov

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

SIGNATURE: Margarita Marin Digitally signed by Margarita Marin Date: 2026.03.03 09:47:39 -07'00'

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

Hotel Delinquency Report
As of 2/28/2026

Owner/Management	Address	As of 10/31/2025	As of 2/28/2026	Status
Relianse El Placer East LLC	12211 Gateway West	56,312.82	57,258.95	In External Legal Collection Firm
Relianse Extv LLC	500 Executive Center Blvd	164,682.88	167,499.29	In External Legal Collection Firm
Relianse Land M6 LLC	1330 Lomaland Drive	149,408.29	151,956.18	In External Legal Collection Firm
Relianse Loma S6 Tx LLC	11049 Gateway Boulevard West	87,191.66	88,676.09	In External Legal Collection Firm
Relianse RR LLC	7530 Remcon Circle	213,504.82	247,001.84	In External Legal Collection Firm
Relianse Yar LLC	900 N Yarbrough Dr	404,174.78	437,052.99	In External Legal Collection Firm
Kalad Hotels LLC	949 Sunland Park Dr	1,917.39	1,950.13	In External Legal Collection Firm
LF3 El Paso LLC	900 Sunland Park Drive	271,353.13	224,368.81	In External Legal Collection Firm
Bapa Sitaram LLC	5034 N. Desert Blvd	230,774.97	307,687.85	In External Legal Collection Firm
LF3 El Paso Univeristy Trs LLC	111 W University Ave	335,708.20	245,929.54	In External Legal Collection Firm
K&K Hotel Group	7550 Remcon Circle	39,460.98	84,036.41	In Office of the Comptroller Collection Process
K&K Hotel Group	7944 Gateway Blvd E	43,956.78	97,555.65	In Office of the Comptroller Collection Process
K&K Hotel Group - ELP Cielo Vista LLC	9125 Gateway West Blvd.	22,894.72	86,098.19	In Office of the Comptroller Collection Process
K&K Hotel Group - ELP Lomaland LLC	11033 Gateway West Blvd.	50,066.23	89,883.85	In Office of the Comptroller Collection Process
Del Sol Rr LLC	3500 Joe Battle Blvd.	25,160.83	25,576.10	In Office of the Comptroller Collection Process
NEXGEN HOSPITALITY V LLC	6635 Gateway West Blvd.	1,026.08	52,137.20	In Office of the Comptroller Collection Process
Rim Mesa LLC	7651 N Mesa St	8,335.14	24,953.51	In Office of the Comptroller Collection Process
Studio & Rooms	6001 Dyer Street	-	307.07	In Office of the Comptroller Collection Process
Boxstel LLC	500 San Francisco Ave	-	1,207.43	In Office of the Comptroller Collection Process
SPR Lodging LLC	5035 S Desert Boulevard	15,777.96	-	PAID
Sai El Paso LLC	10635 Gateway Blvd W	6,241.09	-	PAID
EH EL PASO JV LLC	10740 Montana Ave.	16,643.37	-	PAID
ELP Mc Venture LLC	6610 International Road	32,757.08	-	PAID
Relianse Mesa LLC	7620 N Mesa Street	195,720.50	-	PAID
Diamond Star Sr LLC	1091 Doniphan Park Circle	2.29	-	PAID
	Total	**$ 2,373,071.99**	**$ 2,391,137.08**	

File #: 26-0348, **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, Sasho Andonoski, (915) 212-1092

AGENDA LANGUAGE:

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

P-Card Transactions for the period of January 21, 2026 - February 20, 2026, Special Projects, and Discretionary fund expenditures for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: City Manager's Office

AGENDA DATE: 3/17/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Sasho Andonoski **PHONE NUMBER:** (915) 212-1092

2nd CONTACT PERSON NAME: **PHONE NUMBER:** 1-915-555-5555

DISTRICT(S) AFFECTED: 1

AGENDA ITEM:

P-Card Transactions for the period of January 21, 2026 – February 20, 2026, Special Projects, and Discretionary fund expenditures for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

ISSUE STATEMENT:

This agenda item is to provide the Council an update on the P-Card Transactions for the period of January 21, 2026 – February 20, 2026, Special Projects, and Discretionary fund expenditures for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

BACKGROUND:

[In this section, include information related to City Council and/or Committee action history, financial and/or resource considerations (required), how the item relates to council goals/action priorities, and any timing issues and/or implications. The background may be a narrative or a bulleted list of Council and/or Committee action.]

What are the benefits to the City of this action? What are the citizen concerns? Attach any relevant documents such as bid tabulation, ordinance, or resolution. The description should answer what, why, where, when, and how, so Council will understand the contemplated action.

COUNCIL OPTIONS:

Take no action, No MOTION needed.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

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

N/A

RELATED CITY POLICIES:

City of El Paso Purchasing Card (P-Card) Policy and Procedures.

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:

P-Card Transaction Reports January 21, 2026 to February 20, 2026 City Council Representatives and Staff

FOR MORE INFORMATION:

Sasho Andonoski (915)212-1092 andonoskis@elpasotexas.gov

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

SIGNATURE: _____

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

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY ATTORNEY	Garcia Sandra	Fedex Offic47700004770	1/22/2026	$ 75.28	to ship new laptop to paralegal Sarah Chamberlain who is permanently working out of the state for the Office of the City Attorney. Her laptop was old and obsolete and required an upgrade
CITY ATTORNEY	Garcia Sandra	Fsp*state Bar Of New Mexi	2/4/2026	$ 154.50	For City Attorney Karla Nieman to keep her NM state bar membership in case of litigation case in the state of NM where she needs to participate.
CITY ATTORNEY	Garcia Sandra	Nmstatebar	2/4/2026	$ 544.87	Approved by City Attorney for Attorney Carlos Gomez to get annual membership for the NM state bar justified by Pending City litigation in the state of NM.
CITY ATTORNEY	Garcia Sandra	Wm Supercenter #1015	2/4/2026	$ 46.01	For attorneys to attend streaming of Ridley Fletcher webinar. Per our p-card policy 5.1 The meeting is more than four (4) hours and separate breaks would be disruptive to the meeting objectives.
CITY ATTORNEY	Garcia Sandra	Einstein Bros Bagels 4	2/5/2026	$ 94.55	For attorneys to attend streaming of Ridley Fletcher webinar. Per our p-card policy 5.1 The meeting is more than four (4) hours and separate breaks would be disruptive to the meeting objectives.
CITY ATTORNEY	Garcia Sandra	Walgreens #15371	2/5/2026	$ 10.79	Emergency utensils for lunch on Ridley fletcher seminar streaming, approved by City Attorney Karla Nieman
CITY ATTORNEY	Garcia Sandra	Sq *healthy Bite	2/5/2026	$ 368.21	For attorneys to attend to streaming of Ridley Fletcher Seminar. Per p-card policy 5.1 The meeting is more than four (4) hours and separate breaks would be disruptive to the meeting objectives.
CITY ATTORNEY	Garcia Sandra	Res*tx Court Fee	2/5/2026	$ 20.55	for Paralegal Jose Piedra to do litigation investigation per Deputy City Attorney
CITY ATTORNEY	Garcia Sandra	Einstein Bros Bagels 4	2/6/2026	$ 110.59	5.1 The meeting is more than four (4) hours and separate breaks would be disruptive to the meeting objectives. 5.2 The meeting is taking place during a meal time and employees or officers are required
CITY ATTORNEY	Garcia Sandra	American Arbitration	2/9/2026	$ 205.20	Initial arbitration fee for case 01-26-0000-4588
CITY ATTORNEY	Garcia Sandra	Www.Pacer.Gov	2/9/2026	$ 101.80	balance for Public Access to court electronic records for litigation division for active litigation cases.
CITY ATTORNEY	Garcia Sandra	Hilton Advpurch8002367113	2/18/2026	$ 555.02	Purchase of hotel for Assistant City Attorney, Mona Heydarian, to stay 2 nights at over-flow hotel while attending Land Use Conference in Austin. Host-hotel sold-out.
CITY ATTORNEY	Garcia Sandra	Southwes	2/18/2026	$ 504.81	Purchase of roundtrip flight for Assistant City Attorney, Mona Heydarian, to attend Land Use Conference in Austin, TX,
CITY ATTORNEY	Garcia Sandra	Traininng Llc	2/18/2026	$ 149.00	Purchase of live-webinar registration The Expanding Scope of Health Privacy Law: Federal, State, and Litigation Trends, for Assistant City Attorney, Mona Heyd, to view course and earn CLEs. No Travel.
CITY ATTORNEY	Garcia Sandra	Texas Municipal Clerks	2/20/2026	$ 234.00	Per City Attorney request purchase replacement books to update the department law library, the last versions were obsolete.

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY ATTORNEY	Garcia Sandra	Texas Municipal Clerks	2/20/2026	$ 234.00	Per City Attorney request purchase replacement books to update the department law library, the last versions were obsolete.
CITY ATTORNEY	Garcia Sandra	Texas Municipal Clerks	2/20/2026	$ 234.00	Per City Attorney request purchase replacement books to update the department law library, the last versions were obsolete.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	1/20/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	1/20/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	1/20/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	1/21/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	1/22/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	1/22/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	1/26/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	1/26/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	1/26/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	1/28/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	1/29/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	1/29/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	1/29/2026	$ 7.50	Fee for uploading documents to the AG portal.

P-Card Transactions

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	1/29/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	1/29/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	2/4/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	2/5/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	2/5/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	2/5/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	2/6/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	2/6/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	2/9/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	2/9/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	2/9/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	2/13/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	2/16/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	2/16/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	2/16/2026	$ 7.50	Fee for uploading documents to the AG portal.

P-Card Transactions

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	2/16/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	2/17/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	2/19/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	2/19/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Res*tx Court Fee	2/3/2026	$ 3.55	Payment for copies from case filed in Dallas County District Clerks.
CITY ATTORNEY	Villegas Bergen	Southwes	1/27/2026	$ 684.81	Purchase of roundtrip flight for Deputy City Attorney, Josette Flores, to attend UHLC Government Recruitment and Public Interest Table Talk in Houston, TX.
CITY ATTORNEY	Villegas Bergen	Tmcec	2/3/2026	$ 484.54	Purchase of full event registration for Assistant City Attorney, Carlos Armendariz, to attend TMCEC Prosecutor Seminar in San Antonio, TX and earn CLEs.
CITY ATTORNEY	Villegas Bergen	Southwes	2/6/2026	$ 280.80	Purchase of roundtrip flight for Assistant City Attorney, Carlos Armendariz, to attend TMCEC Prosecutor Seminar in San Antonio, TX.
CITY ATTORNEY	Villegas Bergen	Texas Municipal League	2/10/2026	$ 45.00	Purchase of recorded TML webinar Governance Sync - Strengthening Council-Manager Partnership, for City Attorney, Karla M. Nieman, to view course and earn CLEs. No Travel.
CITY ATTORNEY	Villegas Bergen	Simplivlearning	2/11/2026	$ 199.00	Purchase of recorded webinar "How to Use Copilot in Outlook & Teams" for Assistant to City Attorney, Angela Riggs.
CITY ATTORNEY	Villegas Bergen	Traininng Llc	2/12/2026	$ 149.00	Purchase of recorded webinar, Federal State and Litigation Trends, for Assistant City Attorney, Mona Heydarian, to view course and earn CLEs. No Travel.
CITY MANAGER	Esquivel Luz	Canva* I04769-51668421	1/22/2026	$ 120.00	Paid annual renewal Canva subscription for District 5 office. Rep Nino forgot to update the Pcard to his and mine was charged. He has now updated the Pcard.
DISTRICT 01	Acosta Gladys	Dunkin #364105	1/24/2026	$ 41.97	Donuts for Community Meeting
DISTRICT 01	Chavez Alejandra	Southwes	2/10/2026	$ 715.40	Flights to National League of Cities Congressional City Conference. Attending this conference serves the municipal purpose of setting the standard for sound governance.
DISTRICT 01	Chavez Alejandra	National Le	2/12/2026	$ 745.00	Registration for National League of Cities Congressional City Conference Registration. Attending this conference serves the municipal purpose of setting the standard for sound governance.

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
DISTRICT 02	Carlos Diego	Canva* I04781-57468630	2/3/2026	$ 14.99	graphic design service for social media and other office uses
DISTRICT 02	Carlos Diego	Mailchimp	2/3/2026	$ 26.50	newsletter service
DISTRICT 03	Jimenez Melody	Taco Cabana 20272	1/20/2026	$ 54.10	Food for Proclamation for Krystal Poppin Day
DISTRICT 03	Jimenez Melody	Linktree* Linktree	1/24/2026	$ 15.96	Linktree for constituent information and communication
DISTRICT 03	Jimenez Melody	Samsclub #6502	1/28/2026	$ 36.94	snacks for Big Brothers Big Sisters proclamation
DISTRICT 03	Jimenez Melody	Samsclub #6502	2/11/2026	$ 135.76	Roses for seniors at Valentines Coronation Senior Center
DISTRICT 03	Jimenez Melody	Samsclub #6502	2/12/2026	$ 118.79	Roses for seniors at Valentines Coronation Senior center
DISTRICT 03	Jimenez Melody	Samsclub #6502	2/18/2026	$ 36.40	snacks and drinks for Community meeting
DISTRICT 03	Maldonado-Rocha Deanna	Cci	2/5/2026	$ 91.00	Monthly charge for email distribution service for D3 office newsletter.
DISTRICT 03	Maldonado-Rocha Deanna	Southwes	2/13/2026	$ 473.40	Airline expense for travel to attend the Congressional City Conference in Washington, D.C., March 16–18, supporting official City representation and conference participation.
DISTRICT 03	Maldonado-Rocha Deanna	Hotelcom73373450624287	2/13/2026	$ 1,409.38	Hotel stay for attendance at the Congressional City Conference in Washington, D.C., March 16–18, supporting City representation and participation in conference activities.
DISTRICT 03	Maldonado-Rocha Deanna	Canva* I04792-41149971	2/14/2026	$ 12.99	Monthly charge for graphic design making service for D3 office.
DISTRICT 03	Maldonado-Rocha Deanna	National Le	2/14/2026	$ 745.00	Purchase for participation in the Congressional City Conference in Washington, D.C., supporting City representation and professional development.
DISTRICT 04	Trejo Cynthia	Canva* I04789-67081925	2/11/2026	$ 30.00	Professional Services: software for District 4 Newsletters
DISTRICT 05	Aguilar Mike	El Prado Bakery Dc P	1/20/2026	$ 27.71	Purchase for community event support; snacks and candy. Approved by City Council Resolution on June 10, 2025. Purchase in support of programming for youth, seniors, and other events.

P-Card Transactions

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
DISTRICT 05	Aguilar Mike	Panera Bread #606442 O	1/21/2026	$ 31.95	Purchase for community event support; snacks and candy. Approved by City Council Resolution on June 10, 2025. Purchase in support of programming for youth, seniors, and other events.
DISTRICT 05	Aguilar Mike	Capcut	2/2/2026	$ 179.99	Annual Subscription to support video editing needs for constituent outreach used to communicate updates and information to constituents.
DISTRICT 05	Aguilar Mike	Costco Whse #0768	2/12/2026	$ 65.00	Representative Niño Yearly Membership for Purchasing needs
DISTRICT 05	Aguilar Mike	Costco Whse #0768	2/12/2026	$ 132.77	Purchase for community event support 2/13 at The Beast. Approved by City Council Resolution on June 10, 2025. Purchase in support of programming for youth, seniors, and other events in District 5.
DISTRICT 05	Aguilar Mike	Wm Supercenter #3763	2/13/2026	$ 142.37	Purchase for community event support 2/13 @ The Beast. Approved by City Council Resolution on June 10, 2025. Purchase in support of programming for youth, seniors, and other events in District 5.
DISTRICT 06	Maldonado Mariaelena	Cci	2/4/2026	$ 479.50	Constant Contact yearly subscription to send newsletter and communications.
DISTRICT 06	Maldonado Mariaelena	Wal-Mart #3763	2/6/2026	$ 15.43	Sugar, honey, and bags for community event held on 2.7.2026
DISTRICT 06	Maldonado Mariaelena	Office Depot #195	2/6/2026	$ 12.00	Butter cookies for community event that happened 2.7.2026
DISTRICT 06	Maldonado Mariaelena	Southwes	2/13/2026	$ 705.41	Flight to D.C. to attend National League of Cities Congressional City Conference
DISTRICT 06	Maldonado Mariaelena	National Le	2/14/2026	$ 745.00	National League of Cities Congressional City Conference registration
DISTRICT 08	Rodriguez Alma	Wm Supercenter #1015	1/27/2026	$ 71.68	District 8 monthly community meeting snacks for community members attending.
DISTRICT 08	Rodriguez Alma	Peters German Grill & Ba	2/13/2026	$ 23.40	District 8 community meeting open house style on 2/13/2026 for city/district 8 to engage and participate with their city representative and their local government.

CITY COUNCIL SPECIAL PROJECTS OR DISCRETIONARY FUNDS EXPENDITURES

February 2026

DISTRICT	VENDOR	DATE	AMOUNT	DESCRIPTION
District 6	Amazon Capital Services Inc	1/30/2026	$ 19.59	Royal Dansk Danish Butter Coo
District 6	Amazon Capital Services Inc	1/30/2026	$ 5.69	Yowamho 1000Pcs Fuse Beads -
District 6	Amazon Capital Services Inc	1/30/2026	$ 9.99	Yowamho 3000Pcs Beads Fuse Be
District 6	Amazon Capital Services Inc	1/30/2026	$ 3.99	REEMTOO 50PCS Bulk Keychains
District 6	Amazon Capital Services Inc	1/30/2026	$ 9.99	Yowamho 3000Pcs Fuse Beads -
District 6	Amazon Capital Services Inc	1/30/2026	$ 9.99	Yowamho 3000Pcs Fuse Beads -
District 6	Amazon Capital Services Inc	1/28/2026	$ 2.23	Amazon Grocery, Chamomile Her
District 6	Amazon Capital Services Inc	1/28/2026	$ 1.98	Amazon Grocery, Peppermint He
District 6	Amazon Capital Services Inc	1/28/2026	$ 2.28	Amazon Basics Reclosable Sand
District 6	Amazon Capital Services Inc	1/28/2026	$ 7.59	ZIQON 30PCS Plastic Tweezers
District 6	Amazon Capital Services Inc	1/28/2026	$ 2.58	Amazon Brand - Happy Belly Ea
District 6	Amazon Capital Services Inc	2/2/2026	$ (19.59)	Royal Dansk Danish Cookies
District 6	Amazon Capital Services Inc	2/2/2026	$ (9.99)	Yowamho 3000Pcs white beads

File #: 26-0339, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 1
Capital Improvement Department, Yvette Hernandez, (915) 212-0065

AGENDA LANGUAGE:

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

The award of Task Order #5V-1 for Solicitation 2022-0678, Fire Station #27 Renovations to Veliz Construction for a total estimated award of $1,368,634.67. Approval will allow the City to proceed with planned building improvements that expand operational life of the building, and increase public safety operational efficiency in District 1.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

REVISED
9:41 am, Mar 05, 2026

DEPARTMENT / COUNCIL OFFICE: Capital Improvement Department

AGENDA DATE: 3/17/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Yvette Hernandez **PHONE NUMBER:** (915) 212-0065

2nd CONTACT PERSON NAME: **PHONE NUMBER:** 1-915-555-5555

DISTRICT(S) AFFECTED: 1

AGENDA ITEM:

The award of Task Order #5V-1 for solicitation 2022-0678, Fire Station #27 Renovations to Veliz Construction for a total estimated award of $1,368,634.67. Approval will allow the City to proceed with planned building improvements that expand operational life of the building, and increase public safety operational efficiency in District 1.

ISSUE STATEMENT:

City Council is asked to approve the award of a construction contract for Fire Station #27 Renovations. Approval will allow the City to proceed with planned building improvements that expand operational life of the building, and increase public safety operational efficiency in District 1.

BACKGROUND:

In 2019, voters El Paso voters passed the $413 million Public Safety bond requesting new funds for police and fire facilities.

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:

Coordination is continuous during design process with Fire Personnel. Walk through on February 23, 2026 was conducted with FD.

RELATED CITY POLICIES:

[Use this section to outline or discuss the policy issues or direction embodied or inherent in the item, citing specific policy documents when appropriate.]

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:

Amount: $1,368,634.67
Funding Source: 2019 Public Safety Bond
Account: 190 – 4820 – 29090 – 580270 – PCP24FS27RENOV1

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

Fire Station 27 Task Order 5V-1

FOR MORE INFORMATION:

Yvette Hernandez 915-212-0065 HernandezYM@elpasotexas.gov

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

SIGNATURE: Yvette Hernandez

(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:	Fire Station #27 Renovation
Solicitation (Contract) No.:	2022-0678
Project Number:	PCP24FS27RENOV1
PO No.:	
Contractor:	Veliz Construction

Original Contract

Notice to Proceed:	TBD	
Substantial Completion Period:	270	Consecutive Calendar Days
Substantial Completion Date:	#VALUE!	
Final Completion Period:	300	Consecutive Calendar Days
Final Completion Date:	#VALUE!	
Contract Amount	$ 1,368,634.67	
Contingency Budget:	$ 150,000.00	

Modified Contract

Total Days Added:	0	Consecutive Calendar Days
Substantial Completion Period:	270	Consecutive Calendar Days
Substantial Completion Date:	#VALUE!	
Final Completion Date:	#VALUE!	
Total Cost Added:	$0.00	
Remaining Contingency:	$150,000.00	
Change Order Percentage:	0.00%	



CO #	Date	Description	Days	Cost
1	2/11/2026	Task order #5V-1 will incorporate the construction documents into the Job Order Contracting & Facilities Construction Contract No. 2022-0678 dated October 11, 2022. This task order does not change the overall contract. The task order will be issued for the Scope of Work listed	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.: 5V-1 **DATE:** February 11, 2026 [ ] **SCOPE CHANGE**

PROJECT: Fire Station #27 Renovation **SOLICITATION #:** 2022-0678 [X] **CONSTRUCTION CHANGE**

Original Contract Amount:	$ 1,368,634.67	Original Contract Substantial Completion Date:	#VALUE!
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:	0
New Amended Contract Amount:	$ 1,368,634.67	New Substantial Completion Date:	#VALUE!
Total amount added for this Change Order:	$ -		
Change Order Percentage:	0.00%		

Existing Drawing Reference:

Refer to attached drawings for Fire Station #27 Renovation dated 09/25/2025.

Existing Specification Reference:

Refer to attached Specifications for Fire Station #27 Renovation dated 9/25/2025.

New Drawings/Specifications Reference:

N/A

Detailed Scope of Work of the Change Order:

Task order #5V-1 will incorporate the construction documents into the Job Order Contracting & Facilities Construction Contract No. 2022-0678 dated October 11, 2022. 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 seperate Notice to Proceed will be issued upon approval of necessary Bonds and Insurance as required by the contract.

Scope of Work: The scope of work for the Fire Station #27 Renovations was based on the facility assessment provided by Mijares Mora Architects on July 27, 2020 which will include but not limited to:
•Exterior improvements (Driveway and sidewalks improvements)
•ADA compliance
•MEP improvements (New HVAC units, new plymovent system)
•Roof renovation

Approved Drawings: dated 09/25/2025. Techincal Specifications: dated 09/25/2025.

Agreed cost proposal for Task #5V-1: $1,368,634.67

Construction Time: 270 consecutive calendar days to Substantial Completion, 30 additional days for Final Completion, for a total of three hundred (300) consecutive calendar days

Liquidated Damages: $520 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: **TOTAL CHANGE ORDER AMOUNT:**

CONTRACTOR (OWNER/AUTHORIZED OWNER REPRESENTATIVE)

I, Omar Veliz, of Veliz Construction agree and accept the terms and conditions of this change order.

Signature: O. Veliz Date: 02-13-26

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: 2/16/26

CITY OF EL PASO CONSTRUCTION CHANGE ORDER- Pg. 2

CONSTRUCTION CHANGE ORDER NO.: 1 **DATE:** February 11, 2026

PROJECT: Fire Station #27 Renovation **SOLICITATION #:** 2022-0678

[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:

- [X] User Request ✓
- [ ] Error & Omission
- [ ] Value Engineering
- [ ] Differing Site
- [ ] CID Initiated
- [ ] Contractor Initiated

Contractors Proposal Cost: $1,368,634.67 ✓
Final Negotiated Amount: $1,368,634.67

Time Requested: 300 Consecutive Calendar Days ✓
Time Justified: 300 Consecutive Calendar Days

Reason/Justification for Change Order:

This task to incorporate the Fire Station #27 Renovation drawings and specifications into the 2022-0678 Job Order Contracting & Facilities Construction 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 independed cost estimate provided by Huitt Zollars which was generated on 09/05/2025.

Time: the construction time frame of 300 days was compared to projects of similar scope

Attachments:

- [ ] RFI
- [X] RFP
- [ ] ASI (if applicable)
- [X] Final Contractor proposal
- [X] Budget Status Report (PeopleSoft)
- [X] Independent Cost Estimate
- [ ] Schedule
- [X] Change Order Log
- [ ] 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		

TOTAL NET CHANGE TO PURCHASE ORDER: $0.00

C.O. Amount $0.00

Additional Funding/Direction:

Project Manager: Jorge L. Chacon — Jorge Chacon — 02/11/2026 Date

Division Manager: R Torres — Rogelio Torres — 2/11/2026 Date

Assistant Director: Gilbert Guerrero — Gilbert Guerrero — 2/12/2026 Date

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

October 27, 2025

Additional time was included in the task order 5V-1 due to additional items requested by CID after additional funding was provided for the project.

JC 02/11/2026

Veliz Construction
Oscar Saenz
2910 Gateway East
El Paso, TX 79905

Project Name: Fire Station #27 Renovations

Mr. Saenz:

Under the Capital Improvement Department Job Order Contracting and Facilities Construction contract # 2022-0678, you are requested to submit a proposal by or before 11/28/2025 for accomplishing the following scope of work:

Work will include but not limited to:

Interior and exterior renovations at Fire Station #27 to include: driveway and sidewalk improvements, ADA compliance pedestrian ramps, interior finishes, roof renovation, mechanical, electrical, and plumbing improvements.

Alternate #1: Restrooms improvements
Alternate #2: Paint entire building exterior

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 180 consecutive calendar days to substantial completion. 30 Days additional for final completion.

Liquidated damages in the amount of $520.00 per day will be assessed if work is not completed within the agreed substantial time frame.

Should you have any questions contact Jorge Chacon, Construction Manager at (915) 979-6287, or Gilbert Guerrero, Assistant Director of Capital Improvement at (915) 240-3387.

MAYOR
Renard U. Johnson

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Lily Limón

District 8
Chris Canales

CITY MANAGER
Dionne Mack

Sincerely,

Gilbert Guerrero
Gilbert Guerrero
Interim Capital Improvement Director

Attachment(s):
• Project Drawings dated 9/25/2025
• Project Specifications dated 9/25/2025

Cc: Gilbert Guerrero, Interim Capital Improvement Director
Jorge Chacon, Construction Manager
Project file

VELIZ
CONSTRUCTION

Quote: 1137 / Date: February 5, 2026

Veliz Construction
2910 Gateway Blvd. E.
El Paso, TX 79905
(915) 219-4000

Prepared By:
Arturo Macias
(915) 219-4000
amacias@velizconstruction.com

Customer

City of El Paso
218 N Campbell St.
El Paso, Texas 79901

Jorge Chacon
(915) 979-6287
ChaconJL@elpasotexas.gov

Project: **Fire Station #27 Renovations**

As requested, Veliz Company, LLC dba Veliz Construction, is pleased to submit this Job Order Proposal.
Our price proposal is based on information provided by the client COEP - JOC Services Contract #2022-0678.

Base Bid

The Base Bid includes all labor, materials, equipment, supervision, and coordination required to complete the renovations in accordance with the Contract Documents dated September 2025.

1. TOTAL UPB LINE ITEMS - (Bare cost modified by City Cost Index) $745,084.46
2. Contractor's applicable coefficient for standard hours.....[1.145]
3. PROJECT PRICE SUBTOTAL (#1 X #2) $853,121.71
4. BONDING $16,826.64
5. **TOTAL COST (#3+#4) $869,948.35**

Alternate 1

Alternate 1 includes all labor, materials, equipment, supervision, and coordination required to complete the work specifically designated as Alternate 1 in the Contract Documents dated September 2025.

1. TOTAL UPB LINE ITEMS - (Bare cost modified by City Cost Index) $142,483.70
2. Contractor's applicable coefficient for standard hours..... [1.145]
3. PROJECT PRICE SUBTOTAL (#1 X #2) $163,143.84
4. BONDING $4,894.32
5. **TOTAL COST (#3+#4) $168,038.16**

Alternate 2

Alternate 2 includes full exterior painting of the building, including surface preparation and application of the specified exterior paint system.

1. TOTAL UPB LINE ITEMS - (Bare cost modified by City Cost Index) $30,141.17
2. Contractor's applicable coefficient for standard hours..... [1.145]
3. PROJECT PRICE SUBTOTAL (#1 X #2) $34,511.64
4. BONDING $1,035.35
5. **TOTAL COST (#3+#4) $35,546.99**

Additional Work

Flooring

- Replace floor finishes at the living room and dorm areas.
- Replace gym flooring, including removal of existing flooring.

Millwork & Casework (Plastic laminate and Stainless-Steel)

Kitchen

- Furnish and install new **Stainless-Steel** cabinets with hardware.
- Furnish and install new **Stainless-Steel** countertop.

  Costs associated with kitchen alterations included in the Base Bid have been accounted for and deducted accordingly.
- Install new kitchen backsplash tile.

Office Area

- Furnish and install new plastic laminate countertop and cabinetry, replacing existing.

Dorms

- Fabricate and install new Murphy beds.

  Costs for Murphy bed hardware included in the Base Bid have been accounted for and deducted.
- Fabricate and install new adjacent storage cabinetry with plastic laminate finish and new pull hardware, matching the Murphy bed finishes.

Ceilings

- Cover existing living room skylights with hard FRP ceiling tiles.
- Remove and replace suspended ceiling systems at hallways and office areas, including new grid and ceiling tiles.

  Costs allocated in the Base Bid for replacement of damaged ceiling tiles have been accounted for and deducted.

Doors & Hardware

- Paint interior doors and frames.
- Furnish and install one (1) new door at the connection between the Apparatus Bay and rear corridor, including frame and hardware, to match existing corridor with apparatus bay door.

Plumbing

- Replace one (1) additional mop sink.
- Furnish and install one (1) new ice maker.

Miscellaneous & Storage

- Re-stripe traffic lines within the apparatus bay.
- Furnish and install three (3) new shelving rack sets for janitor and decontamination closets.

Summary of Additional Work

1. TOTAL UPB LINE ITEMS - (Bare cost modified by City Cost Index) $250,223.58
2. Contractor's applicable coefficient for standard hours.....[1.145]
3. PROJECT PRICE SUBTOTAL (#1 X #2) $286,505.99
4. BONDING $8,595.18
5. **TOTAL COST (#3+#4) $295,101.17**

Grand Total

Total Project Cost (Base Bid + Alternates 1&2 + Additional Work) $1,368,634.67

VELIZ

CONSTRUCTION

Unit Division Summary
Fire Station 27 Renovations
6767 Ojo de Agua Dr.

Line Number	Long Description	Quantity	Extended Material	Extended Labor	Extended Equipment	Extended Total	Total
013113200160	Field personnel, general purpose laborer, average	30.00	$0.00	$39,298.50	$0.00	$39,298.50	
015419500400	Crane crew, daily use for small jobs, 55-ton truck-mounted hydraulic crane, portal to portal	10.00	$0.00	$6,869.30	$29,210.00	$36,079.30	
015433400020	Rent aerial lift, scissor type, to 20' high, 1200 lb. capacity, electric, Incl. Hourly Oper. Cost.	30.00	$0.00	$0.00	$17,214.00	$17,214.00	
015433400940	Rent air tool, breaker, pavement 80 lbs, Incl. Hourly Oper. Cost.	5.00	$0.00	$0.00	$376.55	$376.55	
015433405460	Pressure Washer 7 gpm, 3000 psi, Incl. Hourly Oper. Cost.	26.00	$0.00	$0.00	$15,851.42	$15,851.42	
015433406050	Equipment rental, saw, portable cut-off, 8 HP, Incl. Hourly Oper. Cost.	1.00	$0.00	$0.00	$118.70	$118.70	
015433406410	Rent toilet portable chemical, Incl. Hourly Oper. Cost.	30.00	$0.00	$0.00	$2,767.80	$2,767.80	
015433602800	Rent crane self-propelled, 4x4 telescoping boom 5 ton, Incl. Hourly Oper. Cost.	10.00	$0.00	$0.00	$8,566.50	$8,566.50	
015616101080	Selective demolition, rubbish handling, dust partition, 4' x 8' panels, 2" x 4" frame, 6 mil polyethylene, cost to be added to demolition cost	3,000.00	$1,380.00	$990.00	$0.00	$2,370.00	
015626500100	Temporary fencing, chain link, 6' high, 11 ga	555.00	$2,564.10	$965.70	$0.00	$3,529.80	
015813500020	Project signs, sign, high intensity reflectorized, buy, excl. posts	20.00	$346.80	$0.00	$0.00	$346.80	
017413200052	Cleaning up, cleanup of floor area, continuous, per day, during construction	14.00	$98.14	$523.32	$95.34	$716.80	
017413200100	Cleaning up, cleanup of floor area, final by GC at end of job	140.00	$1,038.80	$7,246.40	$1,330.00	$9,615.20	
017613200020	Temporary protection, flooring, taped seams, 1/8" tempered hardboard	7,000.00	$3,010.00	$3,080.00	$0.00	$6,090.00	
019313030330	Prepare and re-surface old or coated concrete floor, epoxy/silica finish, 1/8" thick, rolled, includes medium shotblast & cleaning	3,306.00	$8,760.90	$6,876.48	$0.00	$15,637.38	
019313031050	Sealing concrete floor, oil or urethane base, spray, 2 coats	4,266.00	$1,109.16	$341.28	$0.00	$1,450.44	

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CONSTRUCTION

Unit Division Summary
Fire Station 27 Renovations
6767 Ojo de Agua Dr.

Line Number	Long Description	Quantity	Extended Material	Extended Labor	Extended Equipment	Extended Total	Total
024113175050	Demolish, remove pavement & curb, remove bituminous pavement, 4" to 6" thick, excludes hauling and disposal fees	7.00	$0.00	$483.00	$317.10	$800.10	
024113175300	Demolish, remove pavement & curb, remove concrete, rod reinforced, to 6" thick, excludes hauling and disposal fees	15.00	$0.00	$169.95	$112.05	$282.00	
024113175990	Demolish, remove pavement & curb, sidewalk, concrete, rod reinforced, excludes hauling, minimum labor/equipment charge	1.00	$0.00	$376.15	$248.92	$625.07	
024113176100	Demolish, remove pavement & curb, remove concrete curbs, reinforced, excludes hauling and disposal fees	10.00	$0.00	$397.70	$92.40	$490.10	
024113176390	Demolish, remove pavement & curb, curbs, excludes hauling, minimum labor/equipment charge	1.00	$0.00	$218.85	$50.80	$269.65	
024113382300	Selective demolition, water & sewer piping & fittings, copper pipe, 3/4"-2", diameter, excludes excavation	98.00	$0.00	$217.56	$0.00	$217.56	
024113601700	Fencing demolition, remove chain link posts & fabric, 8' to 10' high	555.00	$0.00	$1,637.25	$377.40	$2,014.65	
024119190148	Selective demolition, rubbish handling, top chute trough, cost to be added to demolition cost	1.00	$461.13	$66.44	$0.00	$527.57	
024119190725	Selective demolition, rubbish handling, dumpster, 20 C.Y., 5 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	30.00	$16,950.00	$0.00	$0.00	$16,950.00	
024119190800	Selective demolition, rubbish handling, dumpster, 30 C.Y., 7 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	3.00	$2,190.00	$0.00	$0.00	$2,190.00	
024119250015	Selective demolition, saw cutting, asphalt, up to 3" deep	24.00	$2.64	$22.32	$20.88	$45.84	
024210200110	Deconstruction of building plumbing fixtures, single or double compartment kitchen sink, up to 2 stories, excludes handling, packaging or disposal costs	1.00	$0.00	$37.38	$0.00	$37.38	
030505100070	Selective concrete demolition, reinforcing more than 2% cross-sectional area, break up into small pieces, excludes shoring, bracing, saw or torch cutting, loading, hauling, dumping	1.00	$0.00	$160.88	$46.74	$207.62	
033053404535	Structural concrete, in place, handicap access ramp (4000 psi), w/ 6" curb, railing both sides, 5' wide, includes forms (4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing	6.00	$2,301.12	$1,734.30	$27.60	$4,063.02	

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CONSTRUCTION

Unit Division Summary

Fire Station 27 Renovations

6767 Ojo de Agua Dr.

Line Number	Long Description	Quantity	Extended Material	Extended Labor	Extended Equipment	Extended Total	Total
033053404700	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	2.00	$320.36	$83.90	$0.74	$405.00	
038113500500	Concrete sawing, concrete slabs, rod reinforced, up to 3" deep, includes blade cost, layout and set up time	54.00	$8.10	$42.12	$61.56	$111.78	
038113500520	Concrete sawing, concrete, existing slab, rod reinforced, for each additional inch of depth over 3", includes blade cost, layout and set up time	162.00	$8.10	$42.12	$61.56	$111.78	
050505100500	Selective metals demolition, steel roof decking, uncovered, bare, excl shoring, bracing, cutting, hauling, dumping	7,100.00	$0.00	$1,988.00	$0.00	$1,988.00	
050521901300	Welding structural steel in field, single pass, 0.1 lb/LF, 1/8" thick, continuous fillet, down welding, type 6011	16.00	$10.40	$42.72	$19.04	$72.16	
050521901500	Welding structural steel in field, single pass, 0.3 lb/LF, 1/4" thick, continuous fillet, down welding, type 6011	20.00	$39.40	$160.80	$71.20	$271.40	
050521909000	Welding structural steel in field, minimum labor/equipment charge	2.00	$0.00	$200.98	$88.40	$289.38	
051223400476	Angle framing, structural steel, 3"x3"x3/8", field fabricated, incl cutting & welding	16.00	$117.92	$335.04	$49.92	$502.88	
051223400668	Channel framing, structural steel, field fabricated, C6x8.2, incl cutting & welding	20.00	$161.80	$432.80	$64.60	$659.20	
055133230810	Ladder, shop fabricated, alternating tread, 68-degree incline, steel, 8' vertical rise, 149 lb, standard paint color	1.00	$0.00	$206.63	$143.26	$349.89	
060505201060	Selective demolition, millwork and trim, wood base cabinets, remove and reset	9.00	$0.00	$309.96	$0.00	$309.96	
070505101325	Selective demolition, thermal and moisture protection, roof accessories, plumbing vent flashing	9.00	$0.00	$78.12	$0.00	$78.12	
070505101375	Selective demolition, thermal and moisture protection, roof accessories, ridge vent strip, aluminum	530.00	$0.00	$477.00	$0.00	$477.00	
070505101620	Selective demolition, thermal and moisture protection, roof accessories, skylight, to 10 S.F.	9.00	$0.00	$312.57	$0.00	$312.57	
070505102220	Selective demolition, thermal and moisture protection, roof edge, drip edge	530.00	$0.00	$148.40	$0.00	$148.40	
070505102370	Selective demolition, thermal and moisture protection, roof edge, sheet metal coping, up to 12" wide	530.00	$0.00	$614.80	$0.00	$614.80	

VELIZ

CONSTRUCTION

Unit Division Summary

Fire Station 27 Renovations

6767 Ojo de Agua Dr.

Line Number	Long Description	Quantity	Extended Material	Extended Labor	Extended Equipment	Extended Total	Total
070505102470	Selective demolition, thermal and moisture protection, roof insulation board, over 2" thick	7,750.00	$0.00	$1,395.00	$0.00	$1,395.00	
070505102870	Selective demolition, thermal and moisture protection, roofing accessories, cant strip	530.00	$0.00	$371.00	$0.00	$371.00	
070505103125	Selective demolition, thermal and moisture protection, roofing, roofing felt, #30	71.00	$0.00	$657.46	$0.00	$657.46	
070505104370	Selective demolition, thermal and moisture protection, roofing, single ply membrane, ballasted with stone	71.00	$0.00	$1,329.83	$0.00	$1,329.83	
072100000000	Walking pads TPO	3.00	$2,400.00	$0.00	$0.00	$2,400.00	
072216101700	Polyisocyanurate insulation, for roof decks, 3/4" thick, 2#/CF density, fastening excluded	7,750.00	$7,285.00	$1,240.00	$0.00	$8,525.00	
072216101725	Polyisocyanurate insulation, for roof decks, 2" thick, 2#/CF density, fastening excluded	7,750.00	$13,872.50	$1,627.50	$0.00	$15,500.00	
072216101755	Roof deck insulation, polyisocyanurate, 3-1/2" thick, 2#/CF density, fastening excluded	7,750.00	$24,490.00	$1,782.50	$0.00	$26,272.50	
072413100095	Polymer based exterior insulation and finish system, field applied, 1" EPS insulation	265.00	$368.35	$996.40	$87.45	$1,452.20	
075113300012	Cants, treated lumber, cut diagonally, 4" x 4"	530.00	$2,162.40	$556.50	$0.00	$2,718.90	
075400000000	Furnish and install crickets for existing drains, taper, roof flashing and termination bar.	1.00	$4,228.38	$2,813.97	$0.00	$7,042.35	
075423100200	Thermoplastic-polyolefin roofing (TPO), 60 mils, heat welded seams, fully adhered	91.00	$25,571.00	$11,329.50	$1,583.40	$38,483.90	
078413100380	Firestopping, ductwork, insulated and non insulated, round, through walls, 6" dia	10.00	$448.60	$283.80	$0.00	$732.40	
080505102205	Door demolition, door hardware, remove	7.00	$0.00	$43.19	$0.00	$43.19	
087120400400	Door hardware, lockset, standard duty, cylindrical, with sectional trim, keyed, single cylinder function	5.00	$1,011.75	$140.60	$0.00	$1,152.35	
088713101000	Heat reflecting, solar film on glass, bronze, 20% VLT, excl. glass	72.00	$97.92	$277.20	$0.00	$375.12	
089126103100	Louvers, steel, fire rated, 18 gauge, 24" x 12", 90 minute fusible link	3.00	$1,165.20	$84.36	$0.00	$1,249.56	
090190920520	Paint preparation, surface protection, placement & removal, masking w/paper	3,805.00	$532.70	$1,255.65	$0.00	$1,788.35	

VELIZ

CONSTRUCTION

Unit Division Summary
Fire Station 27 Renovations
6767 Ojo de Agua Dr.

Line Number	Long Description	Quantity	Extended Material	Extended Labor	Extended Equipment	Extended Total	Total
090190930090	Surface preparation, exterior, doors, per side, wire brush, metal, detail, excl. frames or trim	105.00	$0.00	$53.55	$0.00	$53.55	
090190940080	Surface preparation, interior, doors, wire brush, metal, flush	693.00	$0.00	$284.13	$0.00	$284.13	
090190940660	Surface preparation, interior, walls, sand, gypsum board and plaster, light	34,425.00	$0.00	$3,098.25	$0.00	$3,098.25	
090505101200	Ceiling demolition, suspended ceiling, mineral fiber, 2 x 2 or 2 x 4, remove	1,800.00	$0.00	$594.00	$0.00	$594.00	
090505101250	Ceiling demolition, suspended ceiling, mineral fiber, on suspension system, remove	1,800.00	$0.00	$756.00	$0.00	$756.00	
090505200900	Flooring demolition, vinyl composition tile, 12" x 12"	3,306.00	$0.00	$1,653.00	$0.00	$1,653.00	
090505202020	Flooring demolition, tile, ceramic, mud set	363.00	$0.00	$290.40	$0.00	$290.40	
092213131000	Furring, walls, on steel, galvanized, 7/8" hat channels, 12" OC	48.00	$50.88	$61.44	$0.00	$112.32	
093216101000	Quarry tile, floors, mud set, red, 4" x 8" x 1/2" thick, 1,000 S.F. lots	390.00	$4,609.80	$1,790.10	$0.00	$6,399.90	
095123105020	Suspended acoustic ceiling tiles, mineral fiber, 66-78% recycled content, 3/4" thick	1,800.00	$8,082.00	$900.00	$0.00	$8,982.00	
095323304010	Ceiling suspension system, class A, 2' x 4' grid, remove & replace	1,800.00	$3,258.00	$1,026.00	$0.00	$4,284.00	
096513131100	Wall base, rubber, straight or cove, standard colors, 4" high, 1/8" thick	480.00	$988.80	$561.60	$0.00	$1,550.40	
099113420190	Paints & coatings, misc. exterior, wrought iron railings, brushwork, zinc chromate, primer, 60" high, 1" rail, 1/2" sq. verticals, 6" OC	68.00	$90.44	$112.20	$0.00	$202.64	
099113420200	Paints & coatings, misc. exterior, wrought iron railings, brushwork, zinc chromate, 1 finish coat, 60" high, 1" rail, 1/2" sq. verticals, 6" OC	68.00	$136.00	$112.20	$0.00	$248.20	
099113420210	Paints & coatings, misc. exterior, wrought iron railings, brushwork, zinc chromate, 1 additional finish coat, 60" high, 1" rail, 1/2" sq. verticals, 6" OC	68.00	$158.44	$76.84	$0.00	$235.28	
099113700140	Paints & coatings, exterior door frames & trim only, brushwork, primer + 2 coats, exterior latex	85.00	$39.95	$68.85	$0.00	$108.80	

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CONSTRUCTION

Unit Division Summary

Fire Station 27 Renovations

6767 Ojo de Agua Dr.

Line Number	Long Description	Quantity	Extended Material	Extended Labor	Extended Equipment	Extended Total	Total
099113700200	Paints & coatings, exterior doors, flush, both sides, brushwork, stain, sealer + 2 coats polyurethane, incl. frame & trim	5.00	$278.50	$268.90	$0.00	$547.40	
099123202500	Paints & coatings, cabinets & casework, paint, oil base, brushwork, 2 coats	2,900.00	$1,450.00	$1,566.00	$0.00	$3,016.00	
099123331220	Paints & coatings, interior, alkyd (oil base), flush door w/frame, primer + 3 coats, brushwork, 3' x 7'	33.00	$910.47	$1,413.39	$0.00	$2,323.86	
099123720840	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 2 coats, smooth finish, roller	34,425.00	$15,835.50	$9,294.75	$0.00	$25,130.25	
101419104000	Signs, plaques, custom, cast bronze, up to 450 letters, 20" x 30"	1.00	$3,474.15	$215.69	$0.00	$3,689.84	
101426100025	Post & panel/pylon signage, alum. panel, 1/8" thk., 24"x18", interlocking, (2) 72" h al. posts	2.00	$296.06	$82.76	$0.00	$378.82	
102813131100	Toilet accessories, grab bars, straight, stainless steel, 36" long	1.00	$44.81	$21.74	$0.00	$66.55	
102813131105	Toilet accessories, grab bars, straight, stainless steel, 42" long	3.00	$163.14	$65.22	$0.00	$228.36	
102813133600	Toilet accessories, mirror, 36" x 24", with 5" stainless steel shelf & stainless steel 3/4" square frame	2.00	$300.08	$57.68	$0.00	$357.76	
102813134200	Toilet accessories, sanitary napkin/tampon dispenser recessed	1.00	$468.26	$28.84	$0.00	$497.10	
102813134250	Toilet accessories, sanitary napkin receptacle, recessed	1.00	$239.67	$66.46	$0.00	$306.13	
102813136200	Toilet accessories, toilet tissue dispenser, stainless steel, surface mounted, double roll	3.00	$212.97	$53.91	$0.00	$266.88	
102813139000	Toilet accessories, minimum labor/equipment charge	11.00	$0.00	$947.21	$0.00	$947.21	
113013173110	Dishwasher, built-in, energy-star qualified, maximum	1.00	$0.00	$261.25	$0.00	$261.25	
120505101200	Selective demolition, countertop	8.00	$0.00	$56.88	$0.00	$56.88	
120505104920	Selective demolition, blinds, interior, horizontal or vertical	12.00	$0.00	$27.24	$0.00	$27.24	
123223104450	Custom cabinets, kitchen wall cabinets, hardwood, prefinished, 2 doors, 12" deep, 15" high, 42" wide	3.00	$703.89	$114.12	$0.00	$818.01	
123223105360	Custom cabinets, kitchen wall cabinets, hardwood, prefinished, 2 doors, 12" deep, 30" high, 42" wide	1.00	$463.22	$46.82	$0.00	$510.04	

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CONSTRUCTION

Unit Division Summary

Fire Station 27 Renovations

6767 Ojo de Agua Dr.

Line Number	Long Description	Quantity	Extended Material	Extended Labor	Extended Equipment	Extended Total	Total
123223109600	Custom cabinets, rule of thumb: kitchen cabinets, excl. counters & appliances, maximum	35.00	$19,561.15	$1,214.15	$0.00	$20,775.30	
125000000000	Murphy bed lift mechanism hardware.	13.00	$8,254.74	$5,503.29	$0.00	$13,758.03	
130505850130	Slide, tubular, fiberglass, aluminum handrail & ladder, straight, with platform, 12', selective demolition	1.00	$0.00	$271.70	$0.00	$271.70	
220505100764	Cleanouts and drains, 5" thru 8" diameter, selective demolition	1.00	$0.00	$71.36	$0.00	$71.36	
220505101220	Fixture, counter top lavatory, disconnect and remove	3.00	$0.00	$148.35	$0.00	$148.35	
220576102100	Cleanout, floor type, round scoriated nickel bronze top, extra heavy duty, 4" pipe size	1.00	$406.56	$98.91	$0.00	$505.47	
220576104060	Cleanout, wall type, square smooth cover, over wall frame, 2" pipe size	2.00	$458.84	$56.34	$0.00	$515.18	
220576200200	Cleanout tee, cast iron, B. & S., 2" pipe size, includes countersunk plug	2.00	$167.46	$197.82	$0.00	$365.28	
220719100285	Insulation, insulated protectors (ADA), for exposed piping under sinks or lavatories, vinyl coated foam, velcro tabs, tailpiece offset (wheelchair), 1-1/4" pipe size	2.00	$31.84	$24.72	$0.00	$56.56	
220719104286	Insulation, pipe (price copper tube one size less than I.P.S.), cellular glass, closed cell foam, all service jacket, sealant, 0 water vapor transmission, working temperature (-450 Deg.F to +900 Deg.F), 1" wall, 1/2" iron pipe size, includes sealant	30.00	$190.20	$160.50	$0.00	$350.70	
221113233180	Pipe, copper, tubing, solder, 3/4" diameter, type M, includes coupling & clevis hanger assembly 10' OC	98.00	$500.78	$492.94	$0.00	$993.72	
221119345150	Escutcheon, pipe, split ring, chrome plated, 1-1/2"	2.00	$3.34	$6.84	$0.00	$10.18	
221119421100	Backflow preventer, double check principle, corrosion resistant, automatic operation, gate valves, threaded, 3/4" pipe size, includes valves and four test cocks	1.00	$2,388.38	$24.53	$0.00	$2,412.91	
221119540600	Water hammer arrester/shock absorber, copper, for 12 to 32 fixtures, 3/4" male IPS	4.00	$314.60	$196.24	$0.00	$510.84	
221316204120	Pipe, cast iron soil, no hub, 2" diameter, includes couplings 10' OC, clevis hanger assemblies 5' OC	52.00	$572.00	$547.56	$0.00	$1,119.56	
221316204120	Pipe, cast iron soil, no hub, 2" diameter, includes couplings 10' OC, clevis hanger assemblies 5' OC	103.00	$1,133.00	$1,084.59	$0.00	$2,217.59	

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Line Number	Long Description	Quantity	Extended Material	Extended Labor	Extended Equipment	Extended Total	Total
221316603160	Traps, cast iron, service weight, P trap, no-hub, 2" pipe size	2.00	$33.96	$88.18	$0.00	$122.14	
221316800180	Vent cap, cast iron, 2-1/2" to 3-5/8" pipe	3.00	$425.58	$55.89	$0.00	$481.47	
221426133920	Drain, roof, flat metal deck, cast iron body, 12" cast iron dome, 6" pipe size	9.00	$0.00	$318.60	$0.00	$318.60	
221426134710	Drain, roof, main, cast iron body, 12" poly dome, 5" and 6" pipe size	9.00	$0.00	$1,056.33	$0.00	$1,056.33	
224116134180	Lavatory, wall hung, porcelain enamel on cast iron, white, single bowl, 20" x 18", includes trim	2.00	$965.00	$176.36	$0.00	$1,141.36	
224116163300	Sink, kitchen, counter top style, stainless steel, self rimming, double bowl, 43" x 22", includes faucet and drain	1.00	$709.28	$147.18	$0.00	$856.46	
224116164980	Sink, kitchen, counter top style, rough-in, supply, waste and vent	1.00	$294.33	$329.13	$0.00	$623.46	
224139102120	Faucets/fittings, lavatory faucet, center set with pop-up drain	2.00	$204.58	$118.00	$0.00	$322.58	
224216406790	Sink, service, floor, rough-in, supply, waste and vent	1.00	$834.73	$431.60	$0.00	$1,266.33	
224239306300	Carriers/supports, urinal, wall mounted, plate type system	2.00	$2,074.76	$130.42	$0.00	$2,205.18	
230505100680	HVAC demo, condensing unit, 60 thru 100 tons, selective demolition	1.00	$0.00	$3,724.70	$0.00	$3,724.70	
230505101640	Diffusers, registers or grills, 21" thru 36" max dimension, selective demolition	38.00	$0.00	$404.32	$0.00	$404.32	
230505101740	Evaporative cooler, 10 thru 30 HP, selective demolition	3.00	$0.00	$3,098.70	$0.00	$3,098.70	
230505102128	Fans, 15 thru 30 HP or above 20,000 CFM, selective demolition	1.00	$0.00	$172.15	$0.00	$172.15	
230505102340	Furnace, gas or oil, over 120 MBH, selective demolition	6.00	$0.00	$1,370.94	$0.00	$1,370.94	
230505102750	Heater, electric, unit, cabinet, fan or convector, selective demolition	4.00	$0.00	$192.80	$0.00	$192.80	
230505102962	Hydronic unit heater, above 200 MBH, selective demolition	3.00	$0.00	$268.56	$0.00	$268.56	
230593103000	Balancing, air conditioning equipment, supply, return, exhaust, registers and diffusers, average ceiling height, (Subcontractor's quote including material & labor)	41.00	$0.00	$9,020.00	$984.00	$10,004.00	

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230713103200	Duct thermal insulation, blanket type, fiberglass, flexible, FSK vapor barrier wrap, .75 lb.density, 4" thick	208.00	$334.88	$551.20	$0.00	$886.08	
233313163180	Duct accessories, fire damper, curtain type, vertical, 16" x 12", UL label, 1-1/2 hour rated	40.00	$2,457.60	$735.60	$0.00	$3,193.20	
233414102520	Fans, ceiling fan, right angle, extra quiet, 0.10" S.P., 95 CFM	1.00	$286.71	$42.51	$0.00	$329.22	
233416100240	Fans, air conditioning and process air handling, in-line centrifugal, supply/exhaust booster, aluminum wheel/hub, disconnect switch, 1/4" S.P., 500 CFM, 10" diameter connection	1.00	$2,172.83	$283.41	$0.00	$2,456.24	
233416107120	Fans, roof exhauster, centrifugal, aluminum housing, bird screen, back draft damper, direct drive, 1/4" S.P., 600 CFM, 12" galvanized curb, 11" sq. damper	2.00	$1,828.18	$283.42	$0.00	$2,111.60	
233516101000	Exhaust system, engine exhaust, garage, Plymovent overhead system	1.00	$78,000.00	$17,663.50	$3,532.70	$99,196.20	
233713100620	Diffuser, aluminum, ceiling, perforated, 24" x 24" lay-in panel size, 24" x 24", includes opposed blade damper	2.00	$929.08	$82.00	$0.00	$1,011.08	
233713102040	Diffuser, aluminum, ceiling, T-bar mounting, 24" x 24" lay-in frame, 12" x 12", includes opposed blade damper	2.00	$211.78	$61.50	$0.00	$273.28	
233713102080	Diffuser, aluminum, ceiling, T-bar mounting, 24" x 24" lay-in frame, 18" x 18", includes opposed blade damper	11.00	$1,923.13	$404.58	$0.00	$2,327.71	
233713303970	Grille, aluminum, eggcrate, framed, 12" x 12" opening	11.00	$428.56	$185.68	$0.00	$614.24	
233713304040	Grille, aluminum, eggcrate, framed, 24" x 24" opening	12.00	$1,198.80	$296.64	$0.00	$1,495.44	
237413103100	Air handling unit, packaged weatherproof, with cooling/heating coil section, filters, mixing box, constant volume, single zone, 2,000 CFM, cooling coils may be chilled water or DX, heating coils may be hot water, steam or electric	1.00	$29,170.80	$1,070.33	$0.00	$30,241.13	
237613100200	Evaporative cooler, ducted, side discharge style, capacities at 0.25" S.P., 4,215 CFM, 3/4 H.P., 230 V, excludes duct	3.00	$3,746.25	$624.12	$0.00	$4,370.37	
237613100200	Evaporative cooler, ducted, side discharge style, capacities at 0.25" S.P., for down discharge style, add	1.00	$374.62	$0.00	$0.00	$374.62	
237613100200	Evaporative cooler, ducted, side discharge style, capacities at 0.25" S.P., for two speed motor, add	1.00	$187.31	$0.00	$0.00	$187.31	

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238333105950	Electric heating, unit heater, heavy duty, single phase, 208 -240-277 volt, 15 kW, includes fan & mounting bracket	5.00	$12,237.75	$488.45	$0.00	$12,726.20	
260505101285	Panelboards, 4 wire, 120/208 V, 600 amp, to 42 circuits, electrical demolition, remove, including removal of all breakers, conduit terminations & wire connections	1.00	$0.00	$361.13	$0.00	$361.13	
260505101760	Switch boxes, electrical demolition, remove, including removal of supports and terminations	42.00	$0.00	$113.40	$0.00	$113.40	
260505101790	Receptacle & switches, 15 to 30 amp, electrical demolition, remove	42.00	$0.00	$89.88	$0.00	$89.88	
260505102420	Fluorescent fixtures, interior, industrial, 2 lamp, 4' long, electrical demolition, remove, pendant mount, to 10' high, including removal of chain or rod hanger	12.00	$0.00	$197.04	$0.00	$197.04	
260505504200	Fluorescent fixture, explosionproof, electrical demolition, remove	57.00	$0.00	$2,031.48	$0.00	$2,031.48	
260519900140	Wire, copper, stranded, 600 volt, #8, type THW, normal installation conditions in wireway, conduit, cable tray	70.00	$5,507.60	$2,527.70	$0.00	$8,035.30	
260529204800	Junction boxes, steel channel, 4 channel	16.00	$4,716.32	$461.44	$0.00	$5,177.76	
260533135080	Electric metallic tubing (EMT), 1-1/2" diameter, to 10' high, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF	905.00	$5,601.95	$2,905.05	$0.00	$8,507.00	
260923100120	Lighting devices, occupancy sensors, dual technology, ceiling mounted	14.00	$2,922.50	$620.48	$0.00	$3,542.98	
260923100120	Lighting devices, occupancy sensors, dual technology, ceiling mounted	5.00	$1,043.75	$221.60	$0.00	$1,265.35	
260923100150	Lighting devices, automatic wall switches	25.00	$1,967.00	$299.00	$0.00	$2,266.00	
262419406400	Motor starter & nonfused disconnect, 1-2 pole, 240 volt, 0.75 HP motor	5.00	$2,412.70	$726.95	$0.00	$3,139.65	
262419406400	Motor starter & nonfused disconnect, 1-2 pole, 240 volt, 0.75 HP motor	2.00	$965.08	$290.78	$0.00	$1,255.86	
262419406430	Motor starter & nonfused disconnect, 1-2 pole, 240 volt, 10 HP motor	3.00	$2,816.58	$619.08	$0.00	$3,435.66	
262419406460	Motor starter & nonfused disconnect, 3 pole, 240 volt, 10 HP motor	1.00	$1,232.58	$262.64	$0.00	$1,495.22	

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Line Number	Long Description	Quantity	Extended Material	Extended Labor	Extended Equipment	Extended Total	Total
262419406500	Motor starter & nonfused disconnect, 3 pole, 240 volt, 30 HP motor	1.00	$2,176.68	$443.21	$0.00	$2,619.89	
262726201250	Toggle switch, quiet type, security key, 20 amp	4.00	$411.20	$115.36	$0.00	$526.56	
262726202110	Dimmer switch, fluorescent, 600 watt	8.00	$1,216.88	$153.84	$0.00	$1,370.72	
265113550100	Interior LED fixtures, downlight, recess mounted, 25 watt, 7.5" diameter, incl lamps, mounting hardware and connections	3.00	$1,180.14	$108.33	$0.00	$1,288.47	
265113551010	Interior LED fixtures, troffer, recess mounted, 4,800 lumens, 2' x 4', replaces three T8 lamp, incl lamps, mounting hardware and connections	39.00	$8,264.10	$2,249.91	$0.00	$10,514.01	
265113552020	Interior LED fixtures, strip, surface mounted, 5,000 K, two light bar 4' long, incl lamps, mounting hardware and connections	12.00	$5,727.60	$495.24	$0.00	$6,222.84	
265113552020	Interior LED fixtures, strip, surface mounted, 5,000 K, two light bar 4' long, incl lamps, mounting hardware and connections	8.00	$3,818.40	$330.16	$0.00	$4,148.56	
265113556300	Interior LED fixtures, garage, pendent mounted, 125 watts	12.00	$11,392.20	$1,063.68	$0.00	$12,455.88	
265213100500	Emergency lighting units, lead battery operated, twin sealed beam light, 25 W, 6 V each	23.00	$3,691.50	$1,661.29	$0.00	$5,352.79	
265213160240	Exit lighting, LED w/ battery unit, single face, ceiling or wall mount	8.00	$2,979.20	$525.28	$0.00	$3,504.48	
265623100420	Quartz fixture, exterior, wall mounted, 1,500 watt, incl lamps	15.00	$0.00	$517.05	$0.00	$517.05	
265623550410	Exterior LED fixture, wall pack, poly w/photocell, 26 watt, incl lamps	9.00	$1,982.61	$650.07	$0.00	$2,632.68	
265623550420	Exterior LED fixture, wall pack, poly w/photocell, 50 watt, incl lamps	12.00	$10,259.28	$866.76	$0.00	$11,126.04	
274133105100	TV systems, antenna, large	1.00	$0.00	$72.23	$0.00	$72.23	
280505101240	Smoke detector, electrical demolition, remove	22.00	$0.00	$496.54	$0.00	$496.54	
281511190390	Deadbolt, digital, batt-operated, indoor/outdoor, complete, includes hardware, access control	2.00	$360.50	$215.68	$0.00	$576.18	
284611218500	Carbon monoxide sensor, wall mount 1Mod 1 relay output smoke & heat	22.00	$10,412.38	$469.04	$0.00	$10,881.42	

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Line Number	Long Description	Quantity	Extended Material	Extended Labor	Extended Equipment	Extended Total	Total
284611275200	Detection system, heat detector, smoke detector, ceiling type, excl. wires & conduit	22.00	$3,810.40	$1,829.96	$0.00	$5,640.36	
312316131500	Excavating, trench or continuous footing, common earth, by hand with pick and shovel, 2' to 6' deep, heavy soil, excludes sheeting or dewatering	6.00	$0.00	$600.36	$0.00	$600.36	
312316133020	Excavating, trench backfill, 1 C.Y. bucket, minimal haul, front end loader, wheel mounted, excludes dewatering	10.00	$0.00	$18.50	$9.30	$27.80	
312323130100	Backfill, heavy soil, by hand, no compaction	7.00	$0.00	$254.10	$0.00	$254.10	
312323130300	Backfill, 6" layers, compaction in layers, hand tamp, add	6.00	$0.00	$116.82	$0.00	$116.82	
312323130500	Backfill and compact, by hand, 6" layers, air rammer/tamper, add	5.00	$0.00	$53.20	$10.30	$63.50	
320113623280	Asphalt surface treatment, tack coat, emulsion, 0.15 gallons/S.Y., 1,000 S.Y.	1,380.00	$2,635.80	$565.80	$579.60	$3,781.20	
320117101310	Flexible pavement repair holes, parking lot, economy bag material, cold patch, one hole, 1 cubic foot size each	3.00	$211.14	$386.88	$195.06	$793.08	
320117200100	Flexible pavement patches, roadway, light traffic, sawcut, 10-25 S.F.	1.00	$0.00	$81.09	$76.20	$157.29	
320117610260	Sealing cracks in asphalt paving, light traffic, rapid set, 1" wide x 2" deep	1,476.00	$3,527.64	$1,535.04	$782.28	$5,844.96	
321613130406	Cast-in place concrete curbs & gutters, concrete, wood forms, radius, 6" x 18", includes concrete	10.00	$72.30	$128.40	$0.00	$200.70	
321723130020	Painted pavement markings, acrylic waterborne, white or yellow, 4" wide, less than 3,000 LF	1,700.00	$187.00	$187.00	$68.00	$442.00	
321723141200	Pavement markings, handicap symbol, painted	2.00	$62.16	$37.06	$0.00	$99.22	
321723141210	Pavement markings, handicap sign and post, 12" x 18"	1.00	$123.54	$92.23	$36.07	$251.84	
323113104762	Chain link fences & gates, gate, chain link, galvanized steel, double gate, 3 strand barbed wire, 14' x 7', excludes excavation	2.00	$1,918.80	$706.30	$235.72	$2,860.82	
						$745,084.46	
					SubTotal (ExtendedTotal)		$745,084.46
					Grand Total		

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Grand Total	$745,084.46

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Line Number	Long Description	Quantity	Extended Material	Extended Labor	Extended Equipment	Extended Total	Total
013113200160	Field personnel, general purpose laborer, average	4.00	$0.00	$5,239.80	$0.00	$5,239.80	
015433406410	Rent toilet portable chemical, Incl. Hourly Oper. Cost.	4.00	$0.00	$0.00	$369.04	$369.04	
017413200052	Cleaning up, cleanup of floor area, continuous, per day, during construction	7.00	$49.07	$261.66	$47.67	$358.40	
017613200020	Temporary protection, flooring, taped seams, 1/8" tempered hardboard	564.00	$242.52	$248.16	$0.00	$490.68	
024113301400	Minor site demolition, masonry walls, stone, with mortar, block or tile, remove, excludes hauling	326.01	$0.00	$1,118.21	$648.76	$1,766.97	
024113382300	Selective demolition, water & sewer piping & fittings, copper pipe, 3/4"-2", diameter, excludes excavation	1.00	$0.00	$2.22	$0.00	$2.22	
024119190725	Selective demolition, rubbish handling, dumpster, 20 C.Y., 5 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	4.00	$2,260.00	$0.00	$0.00	$2,260.00	
024119192000	Selective demolition, rubbish handling, 0'-50' haul, load, haul, dump and return, hand carried, cost to be added to demolition cost	75.00	$0.00	$2,491.50	$0.00	$2,491.50	
035416502560	Cement underlayment, portland cement based, self-leveling, hand placed, 4100 psi, 1/2" thick	564.00	$2,910.24	$2,256.00	$118.44	$5,284.68	
060505201060	Selective demolition, millwork and trim, wood base cabinets, remove and reset	3.00	$0.00	$103.32	$0.00	$103.32	
088313100200	Mirrors, wall type, polished edge, 1/4" plate glass, over 5 SF, excl. frames	16.50	$2,031.32	$50.49	$0.00	$2,081.81	
090190920520	Paint preparation, surface protection, placement & removal, masking w/paper	3,555.00	$497.70	$1,173.15	$0.00	$1,670.85	
090190940660	Surface preparation, interior, walls, sand, gypsum board and plaster, light	3,555.00	$0.00	$319.95	$0.00	$319.95	
090505202020	Flooring demolition, tile, ceramic, mud set	564.00	$0.00	$2,312.40	$0.00	$2,312.40	
090505303765	Walls and partitions demolition, tile, ceramic, on walls, mud set	657.00	$0.00	$5,256.00	$0.00	$5,256.00	
093113105820	Ceramic tile, walls, interior, thin set, 12" x 12"	656.12	$11,810.16	$5,905.08	$0.00	$17,715.24	

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Line Number	Long Description	Quantity	Extended Material	Extended Labor	Extended Equipment	Extended Total	Total
093113109340	Tile, ceramic, 100% recycled glass, earthtones, 2"x2" to 4"x8"	564.00	$10,152.00	$5,076.00	$0.00	$15,228.00	
099123720840	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 2 coats, smooth finish, roller	3,555.00	$1,635.30	$959.85	$0.00	$2,595.15	
102813131105	Toilet accessories, grab bars, straight, stainless steel, 42" long	1.00	$54.38	$21.74	$0.00	$76.12	
102813133600	Toilet accessories, mirror, 36" x 24", with 5" stainless steel shelf & stainless steel 3/4" square frame	1.00	$150.04	$28.84	$0.00	$178.88	
102813134100	Toilet accessories, mop holder strip, stainless steel, 5 holders, 48" long	1.00	$61.43	$21.74	$0.00	$83.17	
102813134200	Toilet accessories, sanitary napkin/tampon dispenser recessed	1.00	$468.26	$28.84	$0.00	$497.10	
102813134250	Toilet accessories, sanitary napkin receptacle, recessed	1.00	$239.67	$66.46	$0.00	$306.13	
102813134600	Toilet accessories, soap dispenser, chrome, surface mounted, liquid	4.00	$0.00	$86.96	$0.00	$86.96	
102813136200	Toilet accessories, toilet tissue dispenser, stainless steel, surface mounted, double roll	1.00	$70.99	$17.97	$0.00	$88.96	
102813136700	Toilet accessories, towel dispenser, stainless steel, surface mounted	3.00	$0.00	$81.51	$0.00	$81.51	
105153102250	Locker, bench, plastic, 9.5" top, with PVC pedestals	8.00	$241.68	$51.20	$0.00	$292.88	
120505101200	Selective demolition, countertop	8.00	$0.00	$56.88	$0.00	$56.88	
123570162100	Casework, base cabinets, restroom, door type, laminated plastic	8.00	$4,269.68	$688.88	$0.00	$4,958.56	
123661162900	Solid surface countertop, acrylic polymer, premium patterned colors, with hard seam attached 4" backsplash, pricing for orders of 1-50 LF, 25" wide	8.00	$1,119.76	$461.44	$0.00	$1,581.20	
123661164100	Solid surface countertop, acrylic polymer, sinks, for cutouts, pricing for orders of 1-50 units	3.00	$0.00	$247.05	$0.00	$247.05	
220505100764	Cleanouts and drains, 5" thru 8" diameter, selective demolition	6.00	$0.00	$428.16	$0.00	$428.16	
220505101200	Fixture, lavatory, wall hung, selective demolition, includes 10' piping	4.00	$0.00	$157.76	$0.00	$157.76	

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220505101220	Fixture, counter top lavatory, disconnect and remove	3.00	$0.00	$148.35	$0.00	$148.35	
220505101340	Shower, stall and receptor, selective demolition	3.00	$0.00	$354.93	$0.00	$354.93	
220505101420	Fixture, water closet, wall mounted, selective demolition	3.00	$0.00	$169.02	$0.00	$169.02	
220505101500	Fixture, urinal, floor mounted, selective demolition, includes 10' piping	2.00	$0.00	$197.82	$0.00	$197.82	
220505101600	Fixture, water fountain, free standing, remove, includes 10' piping	2.00	$0.00	$98.90	$0.00	$98.90	
220576102100	Cleanout, floor type, round scoriated nickel bronze top, extra heavy duty, 4" pipe size	6.00	$3,639.36	$1,193.46	$0.00	$4,832.82	
220576104060	Cleanout, wall type, square smooth cover, over wall frame, 2" pipe size	7.00	$1,605.94	$197.19	$0.00	$1,803.13	
220576200200	Cleanout tee, cast iron, B. & S., 2" pipe size, includes countersunk plug	7.00	$586.11	$692.37	$0.00	$1,278.48	
220719100285	Insulation, insulated protectors (ADA), for exposed piping under sinks or lavatories, vinyl coated foam, velcro tabs, tailpiece offset (wheelchair), 1-1/4" pipe size	7.00	$111.44	$86.52	$0.00	$197.96	
220719104286	Insulation, pipe (price copper tube one size less than I.P.S.), cellular glass, closed cell foam, all service jacket, sealant, 0 water vapor transmission, working temperature (-450 Deg.F to +900 Deg.F), 1" wall, 1/2" iron pipe size, includes sealant	30.00	$190.20	$160.50	$0.00	$350.70	
221119345150	Escutcheon, pipe, split ring, chrome plated, 1-1/2"	7.00	$11.69	$23.94	$0.00	$35.63	
221119640200	Hydrant, wall type, moderate climate, bronze, anti-siphon, encased, 3/4" I.P.S. connection	3.00	$1,226.40	$373.59	$0.00	$1,599.99	
221316603160	Traps, cast iron, service weight, P trap, no-hub, 2" pipe size	7.00	$118.86	$308.63	$0.00	$427.49	
221316800180	Vent cap, cast iron, 2-1/2" to 3-5/8" pipe	3.00	$425.58	$55.89	$0.00	$481.47	
221426196240	Drain, trench, floor, heavy duty, modular, cast iron, 12" x 12" top, for 12" extension section, polished bronze top	2.00	$2,998.50	$576.36	$0.00	$3,574.86	
224113131050	Water closet, tank type, vitreous china, floor mounted, one piece, includes seat, supply pipe with stop	3.00	$7,250.25	$1,898.67	$0.00	$9,148.92	
224113131980	Water closet, tank type, vitreous china, floor mounted, rough-in, supply, waste and vent, one piece	3.00	$926.40	$689.31	$0.00	$1,615.71	

VELIZ

CONSTRUCTION

Unit Division Summary
Fire Station 27 Renovations
6767 Ojo de Agua Dr.

Line Number	Long Description	Quantity	Extended Material	Extended Labor	Extended Equipment	Extended Total	Total
224116131120	Lavatory, vanity top, cultured marble, white, single bowl, 25" x 22", includes trim	3.00	$1,577.43	$931.62	$0.00	$2,509.05	
224116133580	Lavatory, vanity top, rough-in, supply, waste and vent	3.00	$810.60	$922.20	$0.00	$1,732.80	
224116134180	Lavatory, wall hung, porcelain enamel on cast iron, white, single bowl, 20" x 18", includes trim	4.00	$2,930.00	$1,352.72	$0.00	$4,282.72	
224116136960	Lavatory, wall hung, rough-in, supply, waste and vent	4.00	$1,524.72	$1,701.56	$0.00	$3,226.28	
224139102160	Faucets/fittings, lavatory faucet, concealed with pop-up drain, 12" centers, with pop-up drain	4.00	$913.40	$636.00	$0.00	$1,549.40	
224139102230	Faucets/fittings, lavatory faucet, center set with porcelain cross handles, polished brass, with pop-up drain	3.00	$1,269.84	$477.00	$0.00	$1,746.84	
224139104260	Faucets/fittings, shower pressure balancing mixing valve, polished graphite, with shower head, arm, flange and diverter tub spout	3.00	$2,138.34	$491.88	$0.00	$2,630.22	
224213163120	Urinal, wall hung, vitreous china, with self-closing valve, blowout type	2.00	$2,131.70	$1,271.96	$0.00	$3,403.66	
224213163300	Urinal, wall hung, rough-in, supply, waste and vent	2.00	$2,605.50	$496.80	$0.00	$3,102.30	
224216406670	Sink, service sink, molded resin, 12" x 12", 10" deep, with drain, strainer	1.00	$1,661.50	$260.22	$0.00	$1,921.72	
224216406790	Sink, service, floor, rough-in, supply, waste and vent	1.00	$834.73	$431.60	$0.00	$1,266.33	
224239100890	Faucets/fittings, flush valve, tankless water closet, concealed top spud	3.00	$1,041.12	$447.18	$0.00	$1,488.30	
224239100970	Faucets/fittings, flush valve, urinal, concealed stall, wall, (washout)	2.00	$614.96	$298.12	$0.00	$913.08	
224239103000	Faucets/fittings, service sink faucet, cast spout, pail hook, hose end	1.00	$182.99	$127.95	$0.00	$310.94	
224239300800	Carriers/supports, drinking fountain, wall mounted, plate type with studs, top and bottom, front and back plates, includes bearing jacks	2.00	$214.24	$111.78	$0.00	$326.02	
224239303700	Carriers/supports, lavatory, concealed arm, wall mounted, in stud or masonry, flat slab fixture	4.00	$663.92	$260.84	$0.00	$924.76	
224239306300	Carriers/supports, urinal, wall mounted, plate type system	2.00	$2,074.76	$130.42	$0.00	$2,205.18	

VELIZ

CONSTRUCTION

Unit Division Summary
Fire Station 27 Renovations
6767 Ojo de Agua Dr.

Line Number	Long Description	Quantity	Extended Material	Extended Labor	Extended Equipment	Extended Total	Total
224323105960	Shower, module, ADA compl, stainless steel panel, fixed and hand held head, control valves, grab bar, curtain and rod, folding seat	1.00	$1,809.38	$98.12	$0.00	$1,907.50	
224713102040	Drinking fountain, wall mounted, non-recessed, fiberglass, dual bubbler, 12" back, for connection to cold water supply	1.00	$5,077.50	$550.00	$0.00	$5,627.50	
224713109980	Drinking fountain, deck mounted, for rough-in, supply and waste, add	1.00	$211.34	$214.25	$0.00	$425.59	
							$142,483.70
					SubTotal (ExtendedTotal)		$142,483.70
					Grand Total		$142,483.70

VELIZ

CONSTRUCTION

Unit Division Summary
Fire Station 27 Renovations
6767 Ojo de Agua Dr.

Line Number	Long Description	Quantity	Extended Material	Extended Labor	Extended Equipment	Extended Total	Total
015433400100	Rent aerial lift, telescoping boom to 40' high, 500 lb. capacity, diesel, Incl. Hourly Oper. Cost.	2.00	$0.00	$0.00	$3,549.62	$3,549.62	
017613200020	Temporary protection, flooring, taped seams, 1/8" tempered hardboard	2,328.00	$1,001.04	$1,024.32	$0.00	$2,025.36	
090190920520	Paint preparation, surface protection, placement & removal, masking w/paper	13,137.00	$1,839.18	$4,335.21	$0.00	$6,174.39	
090190930790	Surface preparation, exterior, siding, stucco, pressure wash, based on 2500 lb operating pressure	13,137.00	$0.00	$1,050.96	$394.11	$1,445.07	
099113601400	Paints & coatings, siding, exterior, stucco, rough, oil base, paint 2 coats, roller	13,137.00	$3,809.73	$13,137.00	$0.00	$16,946.73	
						$30,141.17	
					SubTotal (ExtendedTotal)		$30,141.17
					Grand Total		$30,141.17

VELIZ

CONSTRUCTION

Unit Division Summary
Fire Station 27 Renovations
6767 Ojo de Agua Dr.

Line Number	Long Description	Quantity	Extended Material	Extended Labor	Extended Equipment	Extended Total	Total
024113860200	Selective demolition, athletic surfaces, surface coat latex rubber	286.00	$0.00	$471.90	$0.00	$471.90	
060505201000	Selective demolition, millwork and trim, wood base cabinets	40.00	$0.00	$244.40	$0.00	$244.40	
060505201020	Selective demolition, millwork and trim, wood wall cabinets	40.00	$0.00	$244.40	$0.00	$244.40	
060505201220	Selective demolition, millwork and trim, casework, selective area, remove	1,404.00	$0.00	$3,425.76	$0.00	$3,425.76	
060505201510	Selective demolition, millwork and trim, counter top, L, U or C shapes	24.97	$0.00	$101.88	$0.00	$101.88	
081213250100	Door frames, steel channels with anchors and bar stops, 6" channel@ 8.2 lb/LF, 3' x 7' door, weighs 150 lb	1.00	$242.69	$96.60	$13.67	$352.96	
081313131380	Doors, commercial, steel, flush, half glass, hollow core, hollow metal, 18 ga., 4'-0" x 7'-0" x 1-3/4" thick	1.00	$1,350.90	$38.09	$0.00	$1,388.99	
087120400400	Door hardware, lockset, standard duty, cylindrical, with sectional trim, keyed, single cylinder function	1.00	$202.35	$28.12	$0.00	$230.47	
090505101200	Ceiling demolition, suspended ceiling, mineral fiber, 2 x 2 or 2 x 4, remove	685.00	$0.00	$226.05	$0.00	$226.05	
090505101250	Ceiling demolition, suspended ceiling, mineral fiber, on suspension system, remove	685.00	$0.00	$287.70	$0.00	$287.70	
090505202020	Flooring demolition, tile, ceramic, mud set	1,725.00	$0.00	$3,450.00	$0.00	$3,450.00	
093113100024	Ceramic tile, backsplash, thinset, luxury grade tiles	122.50	$1,984.50	$802.38	$0.00	$2,786.88	
093133103270	Ceramic tile, floors, glazed, thin set, color group 1, 12" x 12"	1,725.00	$17,163.75	$8,745.75	$0.00	$25,909.50	
095123105020	Suspended acoustic ceiling tiles, mineral fiber, 66-78% recycled content, 3/4" thick	685.00	$3,075.65	$342.50	$0.00	$3,418.15	
095323304010	Ceiling suspension system, class A, 2' x 4' grid, remove & replace	685.00	$1,239.85	$390.45	$0.00	$1,630.30	
096513131100	Wall base, rubber, straight or cove, standard colors, 4" high, 1/8" thick	480.00	$988.80	$561.60	$0.00	$1,550.40	

VELIZ

CONSTRUCTION

Unit Division Summary

Fire Station 27 Renovations

6767 Ojo de Agua Dr.

Line Number	Long Description	Quantity	Extended Material	Extended Labor	Extended Equipment	Extended Total	Total
096516105950	Resilient flooring, rubber, sheet goods, 3' w, 3/16" thick	286.00	$1,630.20	$1,058.20	$0.00	$2,688.40	
097730100190	Fiberglass reinforced plastic panel, on ceilings, for lay in grid system, smooth surface	48.00	$164.16	$30.72	$0.00	$194.88	
114683106090	Ice cube maker, commercial kitchen equipment, 1,000 lbs./day	1.00	$9,634.00	$5,000.00	$0.00	$14,634.00	
123100000000	Custom cabinets, stainless steel kitchen cabinets, including countertop.	40.00	$73,692.80	$26,318.80	$5,263.60	$105,275.20	
123550135450	Casework, office cabinets, wood, custom fabricated, 24" deep, 32" high	30.00	$9,516.30	$1,291.50	$0.00	$10,807.80	
123550135600	Casework, office cabinets, wood, custom fabricated, 24" deep, 32" high, add for countertop	30.00	$1,011.90	$462.60	$0.00	$1,474.50	
125643100320	Dormitory furniture, bunkable bed, twin, maximum	18.00	$49,284.00	$20,145.06	$0.00	$69,429.06	
						$250,223.58	
					SubTotal (ExtendedTotal)		$250,223.58
					Grand Total		$250,223.58

Cost estimate didn't include additional items requested by CID PM after additional funding was provided to the project. Base Bid is fair and reasonable in comparisson to the Independet Cost Estimate provided by the Architect.

JC 02/11/2026

STRATEGIC VALUE SOLUTIONS INC

100% Design Submittal

Estimate Report

EP TX CITY OF EL PASO

CAPITAL IMPROVEMENT CITY OF EL PASO

Fire Station #27 Renovations

El Paso, TX

Report Date:
9/5/2025

HUITT ZOLLARS

4640 S Carrollton Ave STE 220

New Orleans, LA

COST ESTIMATE CLARIFYING NOTES AND ASSUMPTIONS

During the development of any cost estimate, the estimator is required to make assumptions to address unknowns and a multitude of other factors. Listed below are some of the key assumptions and clarifiers pertinent to the development of the proceeding Estimate Report.

* The documents provided were used to determine the Limits of Construction.
* We do not include costs for HAZMAT abatement.
* Project phasing costs have not been included.
* Only hard construction costs are included. Soft construction costs are excluded.
* Escalation to mid-point of construction has been included.
* A Design Contingency has been included.
* A Construction Contingency has not been included in this report.

OWNER COSTS NOT INCLUDED IN OUR COST ANALYSIS

Owners need to consider all costs that may be incurred throughout the project. For convenience, listed below are some of the more common cost items that will need non-construction Owner cost funding. These costs have not been included in the Estimate Report.

* Temporary Facilities for Staff or Equipment
* Real Estate/Land Related Expenses
* Third Party Management
* Media Related Advertising/Public Meetings/Announcements
* Insurance Premiums/Fees
* Attorney Fees
* Furniture, Fixture & Equipment (FF&E)
* County or Local Fees
* Moving or Storage Costs
* A&E Design Fees

Market Conditions & Opinions of Probable Cost

Strategic Value Solutions, Inc. has reviewed and quantified the documents and present our best judgement of probable cost, however we can not control rapid fluctuations in material prices or changes to the labor costs that may occur after delivery.

Please contact Andrew Orel – Senior Estimator, Cost Estimating regarding this report should you have any questions or concerns.

STRATEGIC VALUE SOLUTIONS, INC. 816-873-8660

Fire Station #27 Renovations
El Paso, TX
100% Design Submittal
Huitt-Zollars, Inc.
9/5/2025

	Description		Total
01 00 00	General Requirements		$219,662
02 40 00	Selective Demolition		$43,735
02 40 00	Site Demolition		$511
03 30 00	Cast-in-Place Concrete		$373
05 10 00	Structural Steel		$5,413
06 10 00	Rough Carpentry		$17,211
07 24 00	Exterior Insulation and Finish Systems		$1,966
07 50 00	Membrane Roofing		$82,818
07 60 00	Flashing and Sheet Metal		$10,882
07 70 00	Roof and Wall Specialties and Accessories		$1,101
08 70 00	Door Hardware		$6,028
09 20 00	Gypsum Board		$770
09 30 00	Tiling		$11,850
09 51 00	Acoustical Ceilings		$1,773
09 65 00	Resilient Flooring		$9,460
09 90 00	Painting		$50,299
10 14 00	Signage		$1,157
22 00 00	Plumbing		$16,796
23 00 00	HVAC		$44,852
26 00 00	Electrical		$128,651
31 00 00	Earthwork		$140
32 12 00	Asphalt Paving		$2,724
32 13 13	Concrete Paving		$711
	Subtotal		$658,882
	Design/Estimate Contingency	5.00%	$32,944
	Subtotal		$691,826
	Escalation to Mid-Point of Construction - 01/08/26	2.00%	$13,837
	Subtotal		$705,663
	Contractor Overhead & Profit	8.00%	$56,453
	Subtotal		$762,116
	Bond and Insurance	1.32%	$10,060
	Total		**$772,176**

Alternate #1 - Restroom Renovation $132,248

CSI DIV.	Description	Quantity US	UM	Total Unit Cost Loaded	Total Unit Cost Extension
02 40 00	**Selective Demolition**				
	Interior Demolition				
	Saw cut SOG	70	LF	26.64	$1,864.67
	Demo conc SOG	18	SF	8.88	$155.43
	Demo roofing EPDM	7,148	SF	2.63	$18,805.84
	Demo ACT Ceiling Tile and Grid	294	SF	2.15	$632.02
	Demo Tile Floor	298	SF	4.02	$1,194.90
	Demo Tile Base	59	LF	4.50	$265.45
	Demo VCT	646	SF	2.63	$1,699.58
	Demo Base/Wall cabinet	20	LF	32.28	$660.55
	Demo Countertop	10	LF	12.89	$130.79
	Demo blinds window treatment manual	40	SF	4.34	$172.91
	Remove Plumbing Fixture, Salvage	3	EA	128.25	$384.76
	Remove Dishwasher, Salvage	1	EA	85.53	$85.53
	Remove Kitchen Sink	1	EA	85.53	$85.53
	Demo Millwork	14	LF	76.98	$1,073.09
	Demo Mechanical Roof Equipment, Salvage	8	EA	319.68	$2,557.44
	Remove Rusted Drain Covers	4	EA	28.27	$113.07
	Remove and Reinstall Roof Ladder	1	EA	512.81	$512.81
	Demo Light Fixutre	71	EA	25.70	$1,825.02
	Demo Diffuser and Grilles	39	EA	21.43	$835.83
	Demo Ductwork	255	LF	8.61	$2,194.85
	Demo Evaporative Cooler Plenum Box, Diffuser and Structural Support Frame	3	EA	555.54	$1,666.63
	Demo ACU Unit	1	EA	683.73	$683.73
	Hauling and Dump Fees	70	CY	87.35	$6,135.06
02 40 00	**Selective Demolition - Section Total**				$43,735.49

02 40 00	**Site Demolition**				
	Demo Concrete Walks	30	SF	9.32	$279.52
	Demo Curb	10	SF	1.90	$19.02
	Demo Asphalt pavement	2	SY	12.16	$18.92
	Sawcut Concrete	5	LF	3.80	$19.01
	Sawcut Asphalt	20	LF	3.51	$70.14
	Site Debris Hauling/Disposal	1	CY	87.35	$104.50
02 40 00	**Site Demolition - Section Total**				$511.12

03 30 00	**Cast-in-Place Concrete**				
	4" Slab on Grade	18	SF	21.33	$373.27
03 30 00	**Cast-in-Place Concrete - Section Total**				$373.27

CSI DIV.	Description	Quantity US	UM	Total Unit Cost Loaded	Total Unit Cost Extension
05 10 00	**Structural Steel**				
	Roof Reinforcing	1.00	EA	5,413.14	$5,413.14
05 10 00	**Structural Steel - Section Total**				$5,413.14
06 10 00	**Rough Carpentry**				
	Pressure Treated Framing Lumber	662	BF	6.50	$4,302.68
	Pressure Treated Lumber Roof Blocking	1,987	BF	6.50	$12,908.04
06 10 00	**Rough Carpentry - Section Total**				$17,210.72
07 24 00	**Exterior Insulation and Finish Systems**				
	Repair and Refinish Existing EIFS	216	SF	9.10	$1,965.60
07 24 00	**Exterior Insulation and Finish Systems - Section Total**				$1,965.60
07 50 00	**Membrane Roofing**				
	60 mil single ply TPO membrane	7,150	SF	3.79	$27,081.26
	TPO Roofing parapet and edge details	662	LF	37.05	$24,541.02
	3" Poly-iso Board Insulation	7,150	SF	3.29	$23,498.24
	Cover Board	7,150	SF	1.08	$7,697.69
07 50 00	**Membrane Roofing - Section Total**				$82,818.21
07 60 00	**Flashing and Sheet Metal**				
	Counterflashing	662	LF	16.43	$10,882.15
07 60 00	**Flashing and Sheet Metal - Section Total**				$10,882.15
07 70 00	**Roof and Wall Specialties and Accessories**				
	Walkway pads	187	SF	5.90	$1,101.20
07 70 00	**Roof and Wall Specialties and Accessories - Section Total**				$1,101.20
08 70 00	**Door Hardware**				
	Repair Door Hardware	5	EA	139.00	$695.00
	Key Pad Door Lock	4	EA	121.00	$484.00
	Repair Murphy Bed Hardware	13	EA	373.00	$4,849.00
08 70 00	**Door Hardware - Section Total**				$6,028.00
09 20 00	**Gypsum Board**				
	Int 3-5/8" MS 5/8" Gyp BS	74	SF	10.38	$770.37
09 20 00	**Gypsum Board - Section Total**				$770.37
09 30 00	**Tiling**				
	Patch Porcelain floor	75	SF	24.33	$1,824.42
	Quarry tile floor	298	SF	33.70	$10,025.23
09 30 00	**Tiling - Section Total**				$11,849.65

CSI DIV.	Description	Quantity US	UM	Total Unit Cost Loaded	Total Unit Cost Extension
09 51 00	**Acoustical Ceilings**				
	2x2 lay-in tile panel	299	SF	5.93	$1,772.70
09 51 00	**Acoustical Ceilings - Section Total**				$1,772.70
09 65 00	**Resilient Flooring**				
	Luxury vinyl	-	SF	6.11	$0.00
	Wall base 4" base	1,618	LF	5.85	$9,459.64
09 65 00	**Resilient Flooring - Section Total**				$9,459.64
09 90 00	**Painting**				
	Repair and Re-Paint Existing Bedroom Murphy Beds and Ca	6	EA	574.00	$3,444.00
	Gypsum Wall Paint	141	SF	2.07	$291.19
	Sealed Concrete (includes floor prep)	646	SF	12.86	$8,310.27
	Patch & Paint Existing Walls	16,800	SF	2.28	$38,253.84
09 90 00	**Painting - Section Total**				$50,299.30
10 14 00	**Signage**				
	Project Sign - 2'-0" x 1'-6"	1	EA	1,157.00	$1,157.00
10 14 00	**Signage - Section Total**				$1,157.00
22 00 00	**Plumbing**				
	Plumbing Equipment				
	Lavatory, wall mounted	3	EA	755.89	$2,267.67
	Faucets	3	EA	1,045.45	$3,136.34
	Sink SS dbl compartment	1	EA	871.02	$871.02
	Electric Water Cooler, bi-level	-	EA	1,615.35	$0.00
	Refrig/Ice Maker/Dishwasher/Coffee Maker connection	1	EA	104.02	$104.02
	Hydro Shock Absorbers	3	EA	197.90	$593.69
	Tempering Valve 1/2"	4	EA	197.90	$791.59
	Domestic Water Supply				
	Pipe, copper inc. / fittings 3/4"	76	LF	19.97	$1,512.04
	Hanger clevis or riser clamp assem 3/4"	9	EA	55.62	$526.40
	DWV Piping				
	Below Grade Piping				
	Pipe w/fittings SWCI 2"x 10'	34	LF	28.02	$962.26
	Above Grade Piping				
	Pipe w/fittings no hub 1-1/2"-2"	89	LF	29.68	$2,640.77
	Hanger clevis or riser clamp assem 1-1/2"-2"	11	EA	55.11	$612.86
	Carrier Lav	3	EA	378.35	$1,135.04
	Fiberglass Pipe Insulation				
	Jacketed fiberglass insulation for 3/4" pipe 1"thick	90.9	LF	9.27	$842.30
	Plumbing Division Direct Cost				
	Subcontractor General Conditions	1	LS	799.80	$799.80
22 00 00	**Plumbing - Section Total**				$16,795.79

CSI DIV.	Description	Quantity US	UM	Total Unit Cost Loaded	Total Unit Cost Extension
23 00 00	**HVAC**				
	HVAC Equipment				
	EC-1,2,3 Evaporative Cooling Unit	3	EA	1,481.60	$4,444.81
	ACU-1 Air Cooled Conditioning Unit	1	EA	2,644.13	$2,644.13
	Electric Unit Heater	5	EA	1,427.73	$7,138.65
	EF-1 Exhaust Fans 488 CFM	1	EA	1,335.57	$1,335.57
	EF-2 Exhaust Fans 570 CFM	1	EA	1,503.63	$1,503.63
	EF-3 Exhaust Fans 65 CFM	1	EA	468.65	$468.65
	EF-4 Exhaust Fans 100 CFM	1	EA	540.38	$540.38
	Sheet Metal				
	Ductwork				
	Ductwork Round Low/Med. pressure	710.33	LB	8.38	$5,951.51
	Ductwork hangers access	42.62	LB	9.21	$392.50
	Flex duct including insulation	70	LF	13.03	$912.06
	Spin-in w / damper	14	EA	31.09	$435.26
	Air Inlets/Outlets				
	Supply Diffuser	14	EA	251.11	$3,515.57
	Return/Exhaust Grill	23	EA	172.09	$3,958.01
	Steel Louvered Grille	3	EA	165.26	$495.79
	Ductwork Accessories				
	Damper quad	37	EA	10.58	$391.38
	Fiberglass Pipe Insulation with AP-T Plus (all purpose self sealing) Jacket.				
	Insulation duct wrap round duct 1-1/2"	714.5	SF	1.34	$954.18
	HVAC Test & balance				
	Fees	51	EA	149.68	$7,633.67
	Mechanical Division Direct Cost				
	Subcontractor General Conditions	1	LS	2,135.79	$2,135.79
23 00 00	**HVAC - Section Total**				$44,851.51

CSI DIV.	Description	Quantity US	UM	Total Unit Cost Loaded	Total Unit Cost Extension
26 00 00	**Electrical**				
	Cabinets & Enclosures (safety switches)				
	Disconnect 3 pole fused std. HD 30 Amp	1	EA	230.47	$230.47
	Power Home Runs /Feeders				
	EMT cond 1-1/4"	120.0	LF	13.10	$1,572.06
	#10 Wire 600 V THWN/THHN	510.0	LF	1.60	$815.63
	Lighting & Wiring Devices				
	2x4 LED	43	EA	446.37	$19,193.89
	4' LED Strip Fixture	11	EA	380.26	$4,182.83
	8" LED Strip Fixture	4	EA	545.54	$2,182.15
	6" Recessed Can Light	4	EA	314.15	$1,256.58
	Exit Light 1 sided	8	EA	380.26	$3,042.06
	8' High Bay Strip Fixture	12	EA	1,223.30	$14,679.58
	Emergency Light	19	EA	241.42	$4,587.04
	Ext Wall Mtd Light Fixgture	20	EA	307.53	$6,150.69
	Dimmer	12	EA	128.00	$1,535.99
	Occupancy Sensor - Ceiling Mount	2	EA	258.05	$516.10
	Occupancy Sensor Switch	16	EA	151.11	$2,417.71
	Switches				
	2-pole 15 amp	5	EA	66.54	$332.69
	Lighting Home Runs				
	EMT cond 1"	748.8	LF	12.11	$9,071.33
	EMT cond 3/4"	2,340.0	LF	11.21	$26,227.95
	#12 Wire 600 V THWN/THHN	15,791.3	LF	1.06	$16,671.09
	Lighting Branch Wiring/Conduit				
	EMT cond 3/4"	770	LF	1.94	$1,496.64
	#12 Wire 600 V THWN/THHN	2,657	LF	1.06	$2,804.51
	Lighting Branch Boxes				
	Junction box 4"x 4"	19.5	EA	26.27	$512.25
	Utility box w/mud ring 4"x 4"	156.0	EA	58.79	$9,171.56
26 00 00	**Electrical - Section Total**				$128,650.79
31 00 00	**Earthwork**				
	Fine Grade for Asphalt	48	SF	0.29	$13.84
	Backfill Curb	10	LF	7.69	$76.89
	Fine Grade For Concrete Paving/Walks	30	SF	1.66	$49.71
31 00 00	**Earthwork - Section Total**				$140.44

CSI DIV.	Description	Quantity US	UM	Total Unit Cost Loaded	Total Unit Cost Extension
32 12 00	**Asphalt Paving**				
	Asphalt Crack and Seal Treatment	308.81	LF	7.90	$2,439.60
	4.5" Asphalt on 6" Rock Base				
	Gravel Base 6"	1.27	TON	72.46	$91.85
	Asphalt Base 3"	0.88	TON	144.37	$127.23
	Asphalt Topcoat 1.5"	0.44	TON	146.34	$64.93
32 12 00	**Asphalt Paving - Section Total**				$2,723.61
32 13 13	**Concrete Paving**				
	Site Concrete				
	Sloped concrete ADA ramp	30	SF	11.42	$342.70
	Concrete Vertical Curb	10	LF	36.78	$367.81
32 13 13	**Concrete Paving - Section Total**				$710.50

Fire Station #27 Renovations
El Paso, TX
100% Design Submittal
9/5/2025

CSI DIV.	Description	Quantity US	UM	Total Unit Cost Loaded	Total Unit Cost Extension
	Alternate #1 - Restroom Renovation				
ADD THE FOLLOWING:					
	Demo Tile Floor	467	SF	4.02	$1,877.34
	Demo Tile Base	274	LF	4.50	$1,233.00
	Remove Plumbing Fixture, Salvage	15	EA	128.25	$1,923.75
	Remove Toilet Accessories	15	EA	34.25	$513.75
	Mosaic Floor Tile	129	SF	23.54	$3,036.66
	Porcelain Wall	1,481	SF	24.57	$36,388.17
	Porcelain Floor	467	SF	24.33	$11,362.11
	Water Closet	3	EA	864.75	$2,594.25
	Urinal	2	EA	729.44	$1,458.88
	Lavatory Bowl, countertop mounted	3	EA	553.14	$1,659.42
	Shower Unit, handicap	2	EA	2,257.62	$4,515.24
	Shower Unit	1	EA	1,683.67	$1,683.67
	Trench Floor drain	2	EA	2,681.00	$5,362.00
	Electric Water Cooler, bi-level	1	EA	1,615.35	$1,615.35
	Alternate #1 - Restroom Renovation - Subtotal				$75,223.59
	Div 1 - GENERAL REQUIREMENTS	1			$37,620.67
	Subtotal				$112,844.26
	Design/Estimate Contingency	5.0%			$5,642.21
	Subtotal				$118,486.48
	Escalation to Mid-Point of Construction - 01/08/26	2.0%			$2,369.73
	Subtotal				$120,856.21
	Contractor Overhead & Profit	8.0%			$9,668.50
	Subtotal				$130,524.70
	Bond and Insurance	1.3%			$1,722.93
	Alternate #1 - Restroom Renovation - TOTAL				**$132,247.63**

Fund / Account / Department / Division / Program / Grant / Project / Budget Period / Acct Descr	Budget	Assoc Revenue	PreEncumbrance	Encumbrance	Expense	Remaining
4820 580090 190 29090 PCP24FS27RENOV1 ALLYEARS FURNITURE FIXTURES & EQUIPMENT	29,805.50	0.00	0.00	0.00	0.00	29,805.50
580100 190 29090 PCP24FS27RENOV1 ALLYEARS IT EQUIPMENT	29,805.50	0.00	0.00	0.00	0.00	29,805.50
580160 190 29090 PCP24FS27RENOV1 ALLYEARS ARCHITECTURE AND DESIGN (CWIP)	130,935.81	0.00	0.00	30,438.88	100,496.93	0.00
580200 190 29090 PCP24FS27RENOV1 ALLYEARS SITE PREPARATION (CWIP)	0.00	0.00	0.00	10,850.00	0.00	-10,850.00
580210 190 29090 PCP24FS27RENOV1 ALLYEARS CITY ENGINEERING CHARGES (CWIP	80,400.00	0.00	0.00	0.00	84,375.00	-3,975.00
580220 190 29090 PCP24FS27RENOV1 ALLYEARS CITY ADMIN CHARGES (CWIP)	9,800.00	0.00	0.00	0.00	0.00	9,800.00
580230 190 29090 PCP24FS27RENOV1 ALLYEARS CITY CONSTRUCT CHARGES (CWIP)	59,200.00	0.00	0.00	0.00	0.00	59,200.00
580240 190 29090 PCP24FS27RENOV1 ALLYEARS TESTING (CWIP)	15,000.00	0.00	0.00	0.00	0.00	15,000.00
580260 190 29090 PCP24FS27RENOV1 ALLYEARS INSPECTIONS (CWIP)	78,000.00	0.00	0.00	0.00	0.00	78,000.00
580270 190 29090 PCP24FS27RENOV1 ALLYEARS CONSTRUCTION (CWIP)	1,292,170.49	0.00	0.00	0.00	0.00	1,292,170.49
580272 190 29090 PCP24FS27RENOV1 ALLYEARS CONSTRUCTION CONTINGENCY	150,000.00	0.00	0.00	0.00	0.00	150,000.00
580280 190 29090 PCP24FS27RENOV1 ALLYEARS PROJECT CONSULTING	375.00	0.00	0.00	0.00	375.00	0.00
Subtotal for Fund 4820 :	1,875,492.30	0.00	0.00	41,288.88	185,246.93	1,648,956.49

Chartfields Criteria
Fund: All values Account: All values Department: All values Division: All values Program: All values
Grant: All values Project: PCP24FS27RENOV1 Budget Period: All values

Fund / Grant	Account / Project	Department	Division	Program / Budget Period / Acct Descr	Budget	Assoc Revenue	PreEncumbrance	Encumbrance	Expense	Remaining
				Budget Period	1,875,492.30	0.00	0.00	41,288.88	185,246.93	1,648,956.49

End of Report

File #: 26-0350, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 4
Capital Improvement Department, Yvette Hernandez, (915) 212-0065

AGENDA LANGUAGE:

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

The award of Task Order #2, Solicitation 2024-0124N2, Veterans Pool Improvements to Noble General Contractors for a total estimated award of $1,016,688.28. Approval will allow the City to re-open Veterans indoor Pool to continue the work started with a new contractor to include but not limited to roof replacement and interior modification thus maintaining recreational amenities.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Capital Improvement Department

REVISED
9:40 am, Mar 05, 2026

AGENDA DATE: 3/17/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Yvette Hernandez **PHONE NUMBER:** 915-212-0065

2nd CONTACT PERSON NAME: **PHONE NUMBER:** 1-915-555-5555

DISTRICT(S) AFFECTED: 4

AGENDA ITEM:

To award Task Order #2, Solicitation 2024-0124N2, Veterans Pool Improvements to Noble General Contractors for a total estimated award of $1,016,688.28. Approval will allow the City to re-open Veterans indoor Pool to continue the work started with a new contractor to include but not limited to roof replacement and interior modification thus maintaining recreational amenities.

ISSUE STATEMENT:

City Council is asked to approve Task Order #2 to allow construction for Veterans Pool-Improvements. Approval will allow the City to re-open Veterans indoor Pool thus maintaining recreational amenities.

BACKGROUND:

The Veterans Pool-Improvements Project will improve the lighting by replacing pool lighting with humidity-resistant fixtures, upgrading restroom and office lights to LED. Restroom renovations will include resurfacing the floors with sealed concrete and replacing toilet partitions with durable, moisture-resistant materials. Remove and replace polycarbonate roof, and replace existing SBS roof membrane. Interior painting throughout facility. HVAC improvements .

COUNCIL OPTIONS:

Approve the task order as presented.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by a City Council committee.

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

Not Applicable

RELATED CITY POLICIES:

City Purchasing Policy, Facilities and Maintenance Standards

PRIOR COUNCIL ACTION:

In September 16th, 2025, City Council approved to proceed with these upcoming improvements for Veterans Pool.

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:

Amount $1,016,688.28
Funding Source: Citywide Facilities Project
Funding String: PIFSAMFAC-532000-532-4930-31040

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

Task Order #2- Veterans Pool Improvements

FOR MORE INFORMATION:

Yvette Hernandez 915-212-0065 HernandezYM@elpasotexas.gov

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

SIGNATURE: Yvette Hernandez

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

CITY OF EL PASO CONSTRUCTION CHANGE ORDER

CONSTRUCTION CHANGE ORDER NO.: 1 **DATE:** February 25, 2026 [X] **SCOPE CHANGE**

PROJECT: Veterans Pool Improvements **SOLICITATION #:** 2024-0124V [ ] **CONSTRUCTION CHANGE**

Original Contract Amount:	$ 1,016,688.28	Original Contract Substantial Completion Date:	
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:	0
New Amended Contract Amount:	$ 1,016,688.28	New Substantial Completion Date:	1/0/1900
Total amount added for this Change Order:	$ -		
Change Order Percentage:	0.00%		

Existing Drawing Reference:

N/A

Existing Specification Reference:

N/A

New Drawings/Specifications Reference:

N/A

Detailed Scope of Work of the Change Order:

Task order #002 will incorporate the construction documents into the Job Order Contracting & Facilities Construction Contract No. 2024-0124N2 dated July 30th, 2024. 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 seperate Notice to Proceed will be issued upon approval of necessary Bonds and Insurance as required by the contract.

Scope of Work: Remove and replace roof with SBS roof type, remove and replace the middle translucent roof, paint interior building, upgrade light fixtures to LED on the whole building, Resurfacing/refinishing restroom flooring to achieve a better finish, change restrooms partitions.

Approved Drawings: N/A Techincal Specifications: N/A

Agreed cost proposal for Task #002: $1,016,688.28

Construction Time: 180 consecutive calendar days to Substantial Completion, 30 additional days for Final Completion for a total of Two Hundred and Ten (210) consecutive calendar days

Liquidated Damages: $900 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: **TOTAL CHANGE ORDER AMOUNT:**

CONTRACTOR (OWNER/AUTHORIZED OWNER REPRESENTATIVE)

I, Ruben Gonzalez, of Noble General Contractors, LLC agree and accept the terms and conditions of this change order.

Signature: Date: 03/02/2025

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: 3/2/26

CITY OF EL PASO CONSTRUCTION CHANGE ORDER- Pg. 2

CONSTRUCTION CHANGE ORDER NO.: 1 **DATE:** February 25, 2026

PROJECT: Veterans Pool Improvements **SOLICITATION #:** 2024-0124V

[X] **SCOPE CHANGE**

[0] **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:

Final Negotiated Amount: $1,016,688.28

Time Requested: 210 Consecutive Calendar Days

Time Justified: 210 Consecutive Calendar Days

Reason/Justification for Change Order:

This task to incorporate the Veterans Pool Improvement drawings and specifications into the Job Order Contracting & Facilities Construction Contract No. 2024-0124N2. The change order will not change the overall contract amount.

Cost: Cost for this task was justified by comparing the contractors proposal to and independed cost estimate provided by Capital Improvement Cost Estimator which was generated on 09/15/2025 and RS Means Data provided by the contractor.

Time: The construction time frame of 210 days was compared to projects of similar scope

Attachments:

- [ ] RFI
- [X] RFP
- [ ] ASI (if applicable)
- [X] Final Contractor proposal
- [X] Budget Status Report (PeopleSoft)
- [X] Independent Cost Estimate
- [ ] Schedule
- [ ] Change Order Log
- [ ] 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
	$ 1,016,688.28	

TOTAL NET CHANGE TO PURCHASE ORDER: $1,016,688.28

C.O. Amount $0.00

Additional Funding/Direction:

Funding String: PIFSAMFAC-532000-532-4930-31040

Project Manager: Jesus Palma — Jesus Palma — 02/25/2026 Date

Division Manager: Brad Thompson — Brad Thompson — 02/26/2026 Date

Assistant Director: Gilbert Guerrero — Gilbert Guerrero — 2/26/2026 Date

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

REQUEST FOR PROPOSAL

September 16th, 2025

Noble General Contractors
Ms. Christy Nevarez
233 N. Mesa Hills
El Paso, TX 79912

Project Name: Veterans Park- Pool Improvements

Ladies and Gentlemen:

Under the Capital Improvement Department Job Order Contacting and Facilities Construction contract #24-7494 you are requested to submit a proposal by or before 09/23/2025 for accomplishing the following scope of work:

Scope of Work will include all required material, equipment and labor indicated as needed to complete all work. Work to include but not limited to:

> Install complete fire suppression system with sprinklers, alarms, pull stations, fire extinguishers, and monitoring, along with checking and repairing exit signs and strobe lights as needed. HVAC system to be upgraded by replacing the existing evaporative unit with a new system designed for high-humidity pool environments, with electrical panel upgrades if required. Electrical work involves replacing pool lighting with humidity-resistant fixtures, upgrading restroom and office lights to LED, (patching and painting as necessary). Restroom renovations will include resurfacing the floors with sealed concrete and replacing toilet partitions with durable, moisture-resistant materials. Remove and replace polycarbonate roof, and replace existing SBS membrane.

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 determined by contractor from Notice to Proceed to Substantial Completion in consecutive calendar days and 30 days additional for final completion.

Gilbert Guerrero – Interim Director, Capital Improvement
City 2 | 218 N. Campbell, 2nd Floor | El Paso, Texas 79901 | (915) 212-0065

MAYOR
Renard U. Johnson

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Chris Canales

CITY MANAGER
Dionne Mack

Liquidated damages in the amount of $900.00 per day will be assessed if work is not completed within the agreed substantial time frame.

Should you have any questions contact Jesus Palma, Construction Manager at (915) 873-2357 or Brad Thompson, Capital Projects Manager at (915) 212-1806

Sincerely,

Jesus Palma: Jesus Palma
Civil Engineering Associate

Cc: Gilbert Guerrero, Capital Projects Manager
Construction Manager
Project file

Gilbert Guerrero – Interim Director, Capital Improvement
City 2 | 218 N. Campbell, 2nd Floor | El Paso, Texas 79901 | (915) 212-0065

Noble General Contractors

October 10, 2025

Jesus Palma
Civil Engineer Associate
Capital Improvement Department
218 N. Campbell, 2nd Floor
El Paso, TX 79901

Re: Proposal - Veterans Park Pool Restroom Renovations

Mr. Palma,

We are hereby submitting our proposal for the Veterans Park Pool Restroom Renovations using our Standard Working Hours Coefficient of 1.289 applied to the 2025 RS Means City Adjusted Cost. Payment and Performance bonds are included.

$24,288.62	**RS Means 2025 City Adjusted Cost Total**
x 1.289	**Standard Working Hours Coefficient**
$31,308.03	**Total**

Scope of work:

Resurface both restroom floors with sealed concrete
Replace toilet partitions in both restrooms with stainless steel partitions

We will perform the work during standard business hours with an overall duration of 20 consecutive working days to substantial completion.
Proposal includes a Full-Time Project Superintendent as per City of El Paso contract terms.
Proposal includes Payment and Performance Bonds.

Any work performed outside this scope of work is to be considered a change order and paid in addition to the stated contract amount.

Thank you,

Christy Nevarez

Christy Nevarez
Project Executive

Cost Estimate Report

City of El Paso, Texas

El Paso, TX, 79924

5301 Salem Dr.

Date: 10/09/2025

Veterans Park Pool Restroom Renovations

Year 2025 Quarter 3

Unit Detail Report

Prepared By: Ruben Gonzalez Noble General Contractors LLC

LineNumber		Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 03	**Concrete**					
030130622200		Patching concrete, walls, epoxy grout, 3/4" deep, including chipping, cleaning and epoxy grout	100.00	S.F.	$39.76	$3,976.00
Division 03	**Concrete Subtotal**					**$3,976.00**
Division 09	**Finishes**					
096713130020		Composition flooring, cementitious acrylic, 1/4" thick	1,305.00	S.F.	$8.48	$11,066.40
Division 09	**Finishes Subtotal**					**$11,066.40**
Division 10	**Specialties**					
102113132804		Partitions toilet cubicles, floor anchored, headrail braced stainless steel partitions, install	4.00	Ea.	$2,213.71	$8,854.84
102113132900		Partitions toilet cubicles, floor anchored, headrail braced, partitions, install, for handicap units, add	2.00	Ea.	$61.93	$123.86
102113139000		Toilet compartment, metal, minimum labor/equipment charge	1.00	Job	$267.52	$267.52
Division 10	**Specialties Subtotal**					**$9,246.22**

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Subtotal					**$24,288.62**
General Contractor's Markup on Subs				**0.00%**	**$0.00**
Subtotal					**$24,288.62**
General Conditions				**0.00%**	**$0.00**
Subtotal					**$24,288.62**
General Contractor's Overhead and Profit				**28.90%**	**$7,019.41**
Grand Total					**$31,308.03**

Noble General Contractors

October 10, 2025

Jesus Palma
Civil Engineer Associate
Capital Improvement Department
218 N. Campbell, 2nd Floor
El Paso, TX 79901

Re: Proposal - Veterans Park Pool Remove and Replace Electrical Fixtures

Mr. Palma,

We are hereby submitting our proposal for the Veterans Park Pool Remove and Replace Electrical Fixtures using our Standard Working Hours Coefficient of 1.289 applied to the 2025 RS Means City Adjusted Cost. Payment and Performance bonds are included.

$38,413.46	**RS Means 2025 City Adjusted Cost Total**
x 1.289	**Standard Working Hours Coefficient**
$49,514.95	**Total**

Scope of work:

1. Remove existing light fixtures
2. Install new lighting all inside swimming pool area, restrooms, office storage, and mechanical area.
3. Lighting controls will stay the same.
4. Remove old lighting from job site.
5. Install photocell.
6. Provide all lighting and materials for replacement.
7. Replace egress lighting for exit doors.

We will perform the work during standard business hours with an overall duration of 30 consecutive working days to substantial completion.
Proposal includes a Full-Time Project Superintendent as per City of El Paso contract terms.
Proposal includes Payment and Performance Bonds.

Any work performed outside this scope of work is to be considered a change order and paid in addition to the stated contract amount.

Exclusions: New circuits, outside lighting, fire alarm, controls.

Thank you,

Christy Nevarez

Christy Nevarez
Project Executive

Cost Estimate Report

City of El Paso, Texas

El Paso, TX, 79924

5301 Salem Dr.

Date: 10/09/2025

Veterans Park Pool Remove and Replace E

Year 2025 Quarter 3

Unit Detail Report

Prepared By: Ruben Gonzalez Noble General Contractors LLC

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 26 Electrical					
260505500100	Fixture hanger, flexible, 1/2" diameter, electrical demolition, remove	87.00	Ea.	$12.19	$1,060.53
260505504200	Fluorescent fixture, explosionproof, electrical demolition, remove	61.00	Ea.	$54.40	$3,318.40
260505505320	Emergency battery pack lighting unit, electrical demolition, remove	26.00	Ea.	$36.58	$951.08
265113553000	Interior LED fixtures, linear, suspended mounted, 37 watt, one light bar 4' long, incl lamps, mounting hardware and connections	43.00	Ea.	$285.95	$12,295.85
265113553030	Interior LED fixtures, linear, suspended mounted, 148 watt, two light bar 8' long, incl lamps, mounting hardware and connections	2.00	Ea.	$556.22	$1,112.44
265113554000	Interior LED fixtures, high bay, surface mounted, round, 150 watt	16.00	Ea.	$497.49	$7,959.84
265213100700	Emergency lighting units, nickel cadmium battery operated, twin sealed beam light, 25 W, 6 V each	10.00	Ea.	$539.84	$5,398.40
265213160200	Exit lighting, LED standard, single face, ceiling or wall mount	7.00	Ea.	$112.04	$784.28
265213160270	Combination emergency light units and exit sign, ceiling or wall mount	5.00	Ea.	$325.84	$1,629.20
265623550410	Exterior LED fixture, wall pack, poly w/photocell, 26 watt, incl lamps	4.00	Ea.	$352.07	$1,408.28
266113300360	Fixture whips, 3/8" greenfield, 2 connectors, THHN wire, three #12, 6' long	87.00	Ea.	$28.68	$2,495.16
Division 26 Electrical Subtotal					**$38,413.46**

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Subtotal					**$38,413.46**
General Contractor's Markup on Subs				**0.00%**	**$0.00**
Subtotal					**$38,413.46**
General Conditions				**0.00%**	**$0.00**
Subtotal					**$38,413.46**
General Contractor's Overhead and Profit				**28.90%**	**$11,101.49**
Grand Total					**$49,514.95**

Noble General Contractors

October 10, 2025

Jesus Palma
Civil Engineer Associate
Capital Improvement Department
218 N. Campbell, 2nd Floor
El Paso, TX 79901

Re: Proposal - Veterans Pool Roof Replacement

Mr. Palma,

We are hereby submitting our proposal for the Veterans Pool Roof Replacement using our Standard Working Hours Coefficient of 1.289 applied to the 2025 RS Means City Adjusted Cost. Payment and Performance bonds are included.

$726,039.80	**RS Means 2025 City Adjusted Cost Total**
x 1.289	**Standard Working Hours Coefficient**
$935,865.30	**Total**

Scope of work:

Install new SBS Roof System and Sheet Metal Accessories as follows:

Demo existing roof system down to concrete and metal deck (inspect deck for damage)
Provide and install 1/2" substrate deck board (loose laid @ metal deck)
Provide and install vapor barrier over concrete and substrate board @ metal deck
Provide and install R-30 roof insulation (mechanically attached)
Provide and install 1/2" HD cover board over insulation (adhered)
Provide and install SBS Dynabase sheet over cover board (fully adhered)
Provide and install SBS Dynalastic 180 FR (fully adhered)
Provide and install SBS base-flashings @ curbs, rise walls and parapets
Heat weld and probe all seams per manufacturer recommendations
Provide and install 24ga counterflashing @ parapet walls and rise walls
Provide and install 24ga pre-finished metal coping cap
Provide and install 24 ga pre-finished metal scuppers, leaderheads and downspouts
Disposal of trash/ debris
**** Provide 20yr NDL material / labor warranty ****
**** Provide 2yr roofing workmanship warranty ****

Translucent Roof System Replacement as follows:

Remove existing flashing trim at perimeter of translucent panels and flat roof tie in
Remove existing retractable panels and accessories
Clean existing rafters and install new purlins @ 6ft O.C to support new translucent panels
**** New purlins to be powder coated finish****
Provide and install new translucent roof panel system
Provide and install new perimeter flashing and roof tie in flashing @ side walls
Provide and install aluminum mullions at panel joints (back sealed)
Provide and install ventilated ridge cap flashing
Provide and install vented louvers @ side walls
Back seal all penetrations, joints and overlaps with urethane sealant
**** Provide 2 yr workmanship warranty ****
**** Provide 10 yr Kynar finish warranty on all aluminum products****
**** Provide 10 yr Polycarbonate system warranty from manufacturer ****

Painting as follows:

Paint existing building interior only. Work includes painting existing walls, ceiling, doors, windows, steel beams over the pool area, and joists at clear story.
Work also includes pressure washing the walls around the perimeter of the pool area and painting these walls with an epoxy paint system.

We will perform the work during standard business hours with an overall duration of 90 consecutive working days to substantial completion.
Proposal includes a Full-Time Project Superintendent as per City of El Paso contract terms.
Proposal includes Payment and Performance Bonds.

Any work performed outside this scope of work is to be considered a change order and paid in addition to the stated contract amount.

Thank you,

Christy Nevarez

Christy Nevarez
Project Executive

Cost Estimate Report

City of El Paso, Texas

El Paso, Texas, 79924

5301 Salem Dr.

Date: 10/09/2025

Veterans Park Pool Roofing and Painting F

Year 2025 Quarter 3

Unit Detail Report

Prepared By: Ruben Gonzalez Noble General Contractors LLC

LineNumber		Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01	**General Requirements**					
015433400070		Rent aerial lift, articulating boom, to 45' high, 500 lb. capacity, diesel, Incl. Hourly Oper. Cost.	2.00	Month	$5,697.88	$11,395.76
015433402055		Rent forklift,pnm tire,all terr,tele boom, 6600 lb, 29' reach, 42' lift, Incl. Hourly Oper. Cost.	2.00	Month	$8,309.20	$16,618.40
015433602500		Rent crane truck mounted, hydraulic, 25 ton capacity, Incl. Hourly Oper. Cost.	2.00	Day	$4,290.88	$8,581.76
015616100100		Dust barrier, temporary, polyethylene sheet, 4 mil	52.00	Sq.	$19.07	$991.64
015626500100		Temporary fencing, chain link, 6' high, 11 ga	200.00	L.F.	$7.80	$1,560.00
017613200020		Temporary protection, flooring, taped seams, 1/8" tempered hardboard	5,200.00	S.F.	$1.15	$5,980.00
Division 01	**General Requirements Subtotal**					**$45,127.56**
Division 02	**Existing Conditions**					
024119190840		Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	12.00	Week	$850.00	$10,200.00
Division 02	**Existing Conditions Subtotal**					**$10,200.00**
Division 06	**Wood, Plastics and Composites**					
061110022740		2" x 4" miscellaneous wood blocking, to steel construction, per M.B.F.	0.78	M.B.F.	$4,514.35	$3,521.19
Division 06	**Wood, Plastics and Composites Subtotal**					**$3,521.19**
Division 07	**Thermal and Moisture Protection**					
070505100220		Selective demolition, thermal and moisture protection, flashing, sheet metal	537.00	S.F.	$1.50	$805.50

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
070505100620	Selective demolition, thermal and moisture protection, insulation, air/vapor barrier	10,862.00	S.F.	$0.12	$1,303.44
070505102520	Selective demolition, thermal and moisture protection, roof insulation board, to 2" thick	10,862.00	S.F.	$0.56	$6,082.72
070505103370	Selective demolition, thermal and moisture protection, roofing, modified bitumen	109.00	Sq.	$83.76	$9,129.84
070505103870	Selective demolition, thermal and moisture protection, roofing, fiberglass sheet	4,200.00	S.F.	$1.82	$7,644.00
072116200620	Blanket insulation, for walls or ceilings, unfaced fiberglass, 3-1/2" thick, R13, 11" wide	17,702.00	S.F.	$1.38	$24,428.76
072116200838	Blanket insulation, for walls or ceilings, unfaced fiberglass, 6" thick, R19, 11" wide	17,702.00	S.F.	$1.56	$27,615.12
072216100810	Roof deck insulation, gypsum cover board, fiberglass mat faced, 1/2" thick, fastening excluded	5,745.00	S.F.	$2.00	$11,490.00
072216101650	Roof deck insulation, perlite, 1/2" thick, R1.32, fastening excluded	8,850.00	S.F.	$0.98	$8,673.00
074133101700	Fiberglass panel, sandwich, 1-9/16" thick, to 20 SF	4,200.00	S.F.	$56.23	$236,166.00
075216100750	SBS modified bituminous membrane, granule surface cap sheet, polyester reinforced, 150 to 160 mils	10,862.00	S.F.	$4.93	$53,549.66
075216102000	SBS modified bituminous membrane, granular surface flashing, 160 mils	10,862.00	S.F.	$4.76	$51,703.12
075216102025	SBS modified bituminous membrane, self adhering vapor retarder, 30 to 45 mils thick	10,900.00	S.F.	$2.30	$25,070.00
076510100020	Sheet metal flashing, aluminum, flexible, mill finish, .013" thick, including up to 4 bends	234.00	S.F.	$4.53	$1,060.02
076510100100	Sheet metal flashing, aluminum, flexible, mill finish, .032" thick, including up to 4 bends	871.00	S.F.	$11.84	$10,312.64
076510100200	Sheet metal flashing, aluminum, flexible, mill finish, .040" thick, including up to 4 bends	537.00	S.F.	$12.52	$6,723.24
077123105800	Steel downspouts, galvanized, rectangular, corrugated, 3" x 4", 28 gauge	136.00	L.F.	$10.73	$1,459.28
077226100150	Ridge vents, aluminum strips, painted finish	537.00	L.F.	$7.74	$4,156.38
Division 07	**Thermal and Moisture Protection Subtotal**				**$487,372.72**
Division 09	**Finishes**				
090170100510	Gypsum wallboard, repairs, prepare, retape and refinish joints	5,220.00	L.F.	$9.12	$47,606.40
090190930810	Surface preparation, exterior, siding, masonry, brick & block, pressure wash, based on 2500 lb operating pressure	4,100.00	S.F.	$0.21	$861.00
099123390140	Paints & coatings, interior latex, zero voc, doors, flush, both sides, roll & brush, primer + 2 coats, incl. frame & trim	15.00	Ea.	$239.45	$3,591.75
099123390510	Paints & coatings, interior latex, zero voc, windows, per interior side, 1-6 lite, brushwork, primer + 2 coats, enamel, based on 15 SF	6.00	Ea.	$90.53	$543.18
099123721670	Painting walls, complete, on drywall or plaster, primer and 2 finish coats, with roller, including surface preparation	30,453.00	S.F.	$1.64	$49,942.92

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
099646100300	Intumescent coatings, on interior steel, 0.108" dry film thickness	27,400.00	S.F.	$1.73	$47,402.00
099656201800	Wall coating, high build epoxy, solvent based, 50 mil	12,300.00	S.F.	$1.85	$22,755.00
Division 09 Finishes Subtotal					**$172,702.25**
Division 12 Furnishings					
120505104830	Selective demolition, floor mats, recessed or link	3,066.00	S.F.	$1.77	$5,426.82
Division 12 Furnishings Subtotal					**$5,426.82**
Division 23 Heating, Ventilating, and Air Conditioning (HVAC)					
230505100190	Air conditioner, split unit air conditioner, rooftop, self contained, up to 5 ton, selective demolition	2.00	Ea.	$503.93	$1,007.86
237613100220	Evaporative cooler, ducted, side discharge style, capacities at 0.25" S.P., 5,255 CFM, 1 H.P., 115/230 V, excludes duct	2.00	Ea.	$340.70	$681.40
Division 23 Heating, Ventilating, and Air Conditioning (HVAC) Subtotal					**$1,689.26**
Subtotal					**$726,039.80**
General Contractor's Markup on Subs				**0.00%**	**$0.00**
Subtotal					**$726,039.80**
General Conditions				**0.00%**	**$0.00**
Subtotal					**$726,039.80**
General Contractor's Overhead and Profit				**28.90%**	**$209,825.50**
Grand Total					**$935,865.30**

PeopleSoft GL

Report ID: GLS8020 — BUDGET STATUS REPORT — Page No. 1
Bus. Unit: CEP01--City of El Paso — Run Date 02/18/2026
Ledger Grp: DETAIL_CC -- EXPENSE DETAIL LEDGER — Run Time 14:17:50
Currency : USD
Chartfields Criteria
Project: PIFSAMFAC Activity: All values Division: All values Program: All values Account: All values
Department: All values Fund: All values

Project / Account / Acct Descr	Activity / Department	Fund	Division	Program	Budget	Assoc Revenue	PreEncumbrance	Encumbrance	Expense	Remaining
PIFSAMFAC			31040							
532000	532	4930								
BUILDINGS FACILITIES MAIN					11,400,000.00	0.00	215,813.37	1,611,880.31	8,218,834.74	1,353,471.58
				P3120						
532000	532	4930								
BUILDINGS FACILITIES MAIN					5,800,070.00	0.00	0.00	0.00	0.00	5,800,070.00
Grand Total :					17,200,070.00	0.00	215,813.37	1,611,880.31	8,218,834.74	7,153,541.58

End of Report

2/26/2026

Streets & Maintenance Allowing CID to use their JOC

From: Barraza, Rene <BarrazaR1@elpasotexas.gov>
Sent: Tuesday, September 2, 2025 11:48 AM
To: Guerrero, Gilbert <GuerreroGX@elpasotexas.gov>
Cc: Garcia, Randy <GarciaRX5@elpasotexas.gov>; Palma, Jesus <PalmaJ@elpasotexas.gov>; Thompson, Brad R. <ThompsonBR1@elpasotexas.gov>; Rivera, Victor M. <RiveraVM@elpasotexas.gov>
Subject: RE: Veterans Pool - Noble Contractors

Hello Gilbert,

Yes, you can use our JOC for this. In reference to the roof, Facilities confirmed that they want a 3-ply system. Is that similar to the SBS?

From: Guerrero, Gilbert <GuerreroGX@elpasotexas.gov>
Sent: Thursday, August 28, 2025 5:29 PM
To: Barraza, Rene <BarrazaR1@elpasotexas.gov>
Cc: Garcia, Randy <GarciaRX5@elpasotexas.gov>; Palma, Jesus <PalmaJ@elpasotexas.gov>; Thompson, Brad R. <ThompsonBR1@elpasotexas.gov>
Subject: FW: Veterans Pool - Noble Contractors

Rene
Hi, as you know CID was instructed to use Noble for the repairs at Veterans. CID does not have Nobel as part of our JOC, if we go thru a region-19 contract this will take anywhere from 6-8 months to procure. We realize that Building Maintenance JOC does have Noble as one of the contractors, our question to you is can we use Noble under your JOC and give them this task? If so you would have verify their capacity and let us if you have capacity and if we are able to use them. We will manage the task.

Also Noble proposal includes TPO roofing. Is this a roof structure that you all would like or would you prefer an SBS roof instead. We have attached a SBS submittal if that will be your preference. Let us know what SaM would like to see as far as the roof.

Thanks

Gilbert Guerrero
Interim Director of Capital Improvement
Capital Improvement Department
218 N. Campbell St., Second Floor | El Paso, TX 79901
guerrerogx@elpasotexas.gov | 915-212-1803 Office | 915-240-3387 Cell

File #: 26-0342, **Version:** 3

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

The award of Solicitation 2026-0153 Vaccines and Titers to Pro-Action, Inc. dba Immunize El Paso for a term of three (3) years for an estimated amount of $265,725.00.

Department:	Fire
Award to:	Pro-Action, Inc. dba Immunize El Paso
City & State:	El Paso, Texas
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$88,575.00
Initial Term Estimated Award:	$265,725.00
Option Term Estimated Award:	N/A
Total Estimated Award	$265,725.00
Account(s)	322-1000-22070-531120-P2212
Funding Source(s):	General
District(s):	All

This was a Low Bid Procurement - Replacement Contract.

The Purchasing & Strategic Sourcing and Fire Departments recommend award as indicated to Pro-Action, Inc. dba Immunize El Paso 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.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT/COUNCIL OFFICE: Fire
AGENDA DATE: March 17, 2026
PUBLIC HEARING DATE: Not Applicable
CONTACT PERSON NAME: Jonathan P. Killings, Fire **PHONE NUMBER:** (915) 212-5665
2nd CONTACT PERSON NAME: Claudia A. Garcia, Purchasing & Strategic Sourcing **PHONE NUMBER:** (915) 212-0043
DISTRICT(S) AFFECTED: All

AGENDA ITEM:
The award of solicitation 2026-0153 Vaccines and Titers to Pro-Action, Inc. dba Immunize El Paso for a term of three (3) years for an estimated amount of $265,725.00.

Department:	Fire
Award to:	Pro-Action, Inc. dba Immunize El Paso
City & State:	El Paso, Texas
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$88,575.00
Initial Term Estimated Award:	$265,725.00
Option Term Estimated Award:	N/A
Total Estimated Award	$265,725.00
Account(s)	322-1000-22070-531120-P2212
Funding Source(s):	General
District(s):	All

This was a Low Bid Procurement – Replacement Contract

The Purchasing & Strategic Sourcing and Fire departments recommend award as indicated to Pro-Action, Inc. dba Immunize El Paso 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.

ISSUE STATEMENT:
City Council is asked to approve the award of a replacement contract for vaccines and titers. This contract will allow the department to provide required vaccines for new hires, paramedic students and training staff.

BACKGROUND:
Vaccines and titers are required for all personnel who participate in clinical rotations at local partner hospitals. The vaccine mandate is in compliance with Volume 3 El Paso Fire Department Operations (2025) Section 5: Infection Control which states that the City will provide immunizations as recommended by the City Health Medical Director and OSHA. Vaccines are also a requirement in executed Memorandum of Understanding (MOU) between local hospitals and the City.

Solicitation was advertised on December 9, 2025 and December 16, 2025. The solicitation was posted on City website on December 9, 2025. There were a total fourteen (14) viewers online; One (1) bid was received; one (1) from a local supplier.

An Inadequate Competition Survey was conducted indicating the following:

1. Did not receive the bid notification – Supplier did not have an updated profile. Point of contact was updated in IonWave.
2. Most of the suppliers did not respond to the survey.

Contract Variance: The difference based in comparison to the previous contract is as follows: An increase of $168,675.00, which represents a 173.80% increase due to:

1. Quantities of vaccines needed increased from 1,030 to 2,115 vaccines which is an increase of 105.34%.
2. Price of vaccines increased by an average of 18.77%.

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 17, 2025. No suppliers were in attendance.

RELATED POLICIES:

1. Procurement Sourcing Policy
2. Volume 3 El Paso Fire Department Operations (2025)

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: $265,725.00
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:

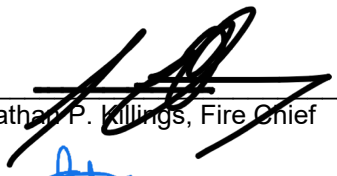
1. Tabulation
2. View List
3. Inadequate Competition Survey

FOR MORE INFORMATION:

Laura Gardea -Williams	915-212-5606	GardeaLA@lpasotexas.gov

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

SIGNATURES:



Jonathan P. Killings, Fire Chief



Claudia A. Garcia – Director of Purchasing & Strategic Sourcing

City of El Paso
Bid Tabulation Form

Title: Vaccines and Titers | Solicitation Number: 2026-0153

Bid Opening: January 28, 2026 | Department: Fire

Item No.	Description	Unit of Measure	Approximate/ Estimate Quantity	Price	Pro-Action, Inc. dba Immunize El Paso El Paso, TX Bidder 1 of 1 Yearly Total (C = A X B)	3 Year Total (D = C X 3)
			(A)	(B)	(C)	(D)
1	Hepatitis B Titers	each	420	$30.00	$12,600.00	$37,800.00
2	Varicella Titers	each	420	$35.00	$14,700.00	$44,100.00
3	Varicella Vaccines	each	120	$200.00	$24,000.00	$72,000.00
4	Mumps Titer	each	420	$35.00	$14,700.00	$44,100.00
5	Measles Titer	each	420	$35.00	$14,700.00	$44,100.00
6	Rubella Titers	each	315	$25.00	$7,875.00	$23,625.00
				Total	$88,575.00	$265,725.00

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)	
No option offered	X
Amendments acknowledged:	Yes
Hire El Paso First:	No

Bids Solicited: 387 Local Bids Solicited: 109 Bids Received: 1 Local Bids Received: 1 No Bid: 4

Note: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

2026-0153 Vaccines and Titers			
	Participant Name	City	State
1	Zeraus Iluminacion	El Paso	TX
2	Pro-Action, Inc. (ProAction Emergency Services Institute)	El Paso	TX
3	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	EL PASO	TX
4	MP Healthcare Medical Supply (Procare Mobility and Medical Supply)	San Antonio	TX
5	Bound Tree Medical, LLC	Chicago	IL
6	GOVGUIDE INC	Arlington	VA
7	McKesson Medical-Surgical Government Solutions LLC	Atlanta	GA
8	MEDICO MART INC	WAUKESHA	WI
9	Nao Medical (Statcare Urgent and Walkin Medical Care)	mineola	NY
10	New Republic Architects (New Republic Design Co)	El Paso	TX
11	Selrico Services, Inc.	San Antonio	TX
12	TDG Scientific (Taylor Distribution Group, LLC)	Rowlett	TX
13	VETERAN LEGACY LLC	chantilly	VA
14	Wholesale Medical Midwest LLC	Hastings	NE

Inadequate Competition Survey
2026-0153 Vaccines and Titers

Number of views	14	
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	**3**	

Survey Questions:

Please indicate, why you did not respond to our soliciation?	Number of Responses	Pct
Did not receive the Bid Notification (Confirm address on file)	1	33%
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		0%
Out of business		0%
No response	2	67%
Total	3	100%
Please provide feedback to our Specification	Number of Responses	Pct
Specifications were good or adequate		0%
Specifications were not clear		0%
Could not meet specifications		0%
Specifications were limited or closed		0%
Did not receive/no opinion		0%
Just needed more time to review.		0%
Did not receive bid notification.	1	33%
Total	1	33%

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	Ivan Luna
Business Name	ProAction, Inc DBA Immunize El Paso
Agenda Item Type	Contract Award
Relevant Department	Fire

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

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

OR

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

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

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

Signature: _____ Date: 01/02/2026

File #: 26-0341, **Version:** 3

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Animal Services Department, Michael D. Wachsmann, (915) 212-5449

AGENDA LANGUAGE:

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

The award of Solicitation 2026-0148 Human Rabies Vaccine to Pro-Action, Inc., dba Immunize El Paso for a term of three (3) years for an estimated amount of $213,750.00.

Department:	Animal Services
Award to:	Pro-Action, Inc., dba Immunize El Paso
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$71,250.00
Initial Term Estimated Award:	$213,750.00
Option Term Estimated Award:	N/A
Total Estimated Award:	$213,750.00
Account(s):	225-2580-25110-531120
Funding Source(s):	Special Fund
District(s):	All

This was a Low Bid Procurement- Replacement Contract.

The Purchasing & Strategic Sourcing and Animal Services Departments recommend award as indicated to Pro -Action, Inc., dba Immunize El Paso, 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.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT/COUNCIL OFFICE: Animal Services
AGENDA DATE: March 17, 2026
PUBLIC HEARING DATE: Not Applicable
CONTACT PERSON NAME: Michael D. Wachsmann, Animal Services **PHONE NUMBER:** (915) 212-5449
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 2026-0148 Human Rabies Vaccine to Pro-Action, Inc., dba Immunize El Paso for a term of three (3) years for an estimated amount of $213,750.00.

Department:	Animal Services
Award to:	Pro-Action, Inc., dba Immunize El Paso
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$71,250.00
Initial Term Estimated Award:	$213,750.00
Option Term Estimated Award:	N/A
Total Estimated Award	$213,750.00
Account(s)	225-2580-25110-531120
Funding Source(s):	Special Fund
District(s):	All

This was a Low Bid Procurement - Replacement Contract

The Purchasing & Strategic Sourcing and Animal Services Department recommend award as indicated to Pro-Action, Inc., dba Immunize El Paso 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.

ISSUE STATEMENT:
City Council is asked to approve the award of a replacement contract for Human Rabies Vaccine. This contract will allow for the Animal Services Department to purchase human rabies vaccines.

BACKGROUND:
It is a requirement for all Animal Services employees that will be sharing a facility with sheltered pets to receive a vaccination against rabies. All incoming employees received the initial vaccine followed by a booster. Existing employees require a booster every three (3) years.

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 of nine (9) viewers online; three (3) bids were received; one (1) from a local supplier.

Contract Variance: The difference based in comparison to the previous contract is as follows: An increase of $163,751.00, which represents a 327.51% increase due to:

1. Previous contract had a one (1) year term.
2. New contract will have a three (3) year term.
3. Price increases.

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 10, 2025. One supplier was 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: $213,750.00
Funding Source: General Funds

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations to City Council of an accumulated total of $500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT ($)
Form was provided to the applicant	

ATTACHMENTS:

1. Tabulation
2. View List

FOR MORE INFORMATION:

Michael D. Wachsmann	(915) 212-5449	WachsmannMD@elpasotexas.gov

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

SIGNATURES:

Michael Wachsmann
Michael D. Wachsmann – Interim Director of Animal Services

Claudia A. Garcia – Director of Purchasing & Strategic Sourcing

CITY OF EL PASO
BID TABULATION FORM

BID TITLE: Human Rabies Vaccines **BID NO: 2026-0148**

Bid Date: January 7, 2026 **DEPARTMENT: Animal Services**

				Bound Tree Medical LLC Dublin, OH			NAR Medical Depot Greer, SC			Pro-Action, Inc. dba Immunize El Paso El Paso, TX		
				Bidder 1 of 3			Bidder 2 of 3			Bidder 3 of 3		
Item No.	**Description**	**Unit of Measure**	**Approximate/ Estimate Quantity**	**Price**	**Yearly Total C=AXB**	**3-Year Total D=CX3**	**Price**	**Yearly Total C=AXB**	**3-Year Total D=CX3**	**Price**	**Yearly Total C=AXB**	**3-Year Total D=CX3**
			(A)	**(B)**	**(C)**	**(D)**	**(B)**	**(C)**	**(D)**	**(B)**	**(C)**	**(D)**
1	Human Rabies Vaccine	Each	150	$512.95	$76,942.50	$230,827.50	$635.00	$95,250.00	$285,750.00	$475.00	$71,250.00	$213,750.00
Total					**$76,942.50**	**$230,827.50**		**$95,250.00**	**$285,750.00**		**$71,250.00**	**$213,750.00**
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)												
NO OPTION OFFERED					**X**			**X**			**X**	
AMENDMENTS ACKNOWLEDGED:					**YES**			**YES**			**YES**	

BIDS SOLICITED: 386 **LOCAL BIDS SOLICITED: 108** **BIDS RECEIVED: 3** **LOCAL BIDS RECEIVED: 1** **NO BID: 2**

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 1/9/2026

2026-0148 Human Rabies Vaccine View List			
No.	Participant Name	City	State
1	Bound Tree Medical, LLC	Chicago	IL
2	North American Rescue Medical Depot	Greer	SC
3	Pro-Action, Inc. (ProAction Emergency Services Institute)	El Paso	TX
4	Zeraus Iluminacion	El Paso	TX
5	Intervet Inc. Merck Animal Health	Madison	NJ
6	Acme Soap Company (Acme Soap,INC.)	San Antonio	TX
7	EL PASO JAG INC.	EL Paso	TX
8	MEDICO MART INC	WAUKESHA	WI
9	Raven Tactical LLC	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	Ivan Luna
Business Name	ProAction, Inc DBA Immunize El Paso
Agenda Item Type	Contract Award
Relevant Department	Animal Services

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

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

OR

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

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

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

Signature: _____ Date: 01/02/2026

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.

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

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.

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)

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

File #: 26-0345, **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
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 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.

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, Real Estate **PHONE NUMBER:** (915) 212-1874

DISTRICT(S) AFFECTED: 6

AGENDA ITEM:

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" attached hereto and made a part hereof for all purposes intended.

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 Ronny Rogers Properties, LLC. Approval will result in $56,716.00 of revenue for the City.

BACKGROUND:

The City of El Paso desires to sell the real property parcel identified as PID # 221182, consisting of approximately 0.05 acres vacant land, that is proposed to be conveyed to Ronny Rogers, LLC for the purchase price of $56,716.00. This property has not been reviewed by City Council at this time.

The parcel met an exception to the Notice & Bidding requirements as found in the Local Government Code, Section 272.001(b)(1), which applies to "narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used under its current zoning or under applicable subdivision or other development control ordinances."

COUNCIL OPTIONS:

1. Approve the sale as presented.
2. Decline approval and direct staff to return with alternative options for land utilization.
3. Decline approval and retain property as part of City inventory.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by a committee.

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

N/A

RELATED CITY POLICIES:

City Real Estate policy; Texas Local Government Code Section 272.001

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

A) Disclosure of Campaign Contributions and Donation Forms
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:

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: Ronald Christopher Malooly, Jr.

Business Name: Ronny Rogers Properties, LLC

Agenda Item Type: _____

Relevant Department: _____

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

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

OR

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

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor	Renard Johnson	$2,500
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: 02/26/2026

ORDINANCE NO. _____

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" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES INTENDED.

WHEREAS, this property is being sold pursuant to the broker listing procedure outlined in Texas Local Government Code 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 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" attached hereto and made a part hereof for all purposes intended., such property being owned by the City of El Paso, for the purchase price of $56,716.00.

Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with Ronny Rogers Properties, LLC, (2) sign any and all documents necessary to effectuate the sale and closing of the property, and (3) exercise all rights and obligations as provided in the Contract of Sale; and (4) sign any contract amendments that do not affect the sale price, including but not limited to, time extensions associated with due diligence periods.

(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

THE STATE OF TEXAS)
) **CONTRACT OF SALE**
COUNTY OF EL PASO) **1384 George Dieter/PID # 221182**

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 Ronny Rogers Properties, LLC ("**Buyer**"). For the convenience of the parties, all defined terms appear in **bold face** print when first defined. The parties agree as follows:

SECTION 1. SALE AND PURCHASE AND CONVEYANCE OF THE PROPERTY.

A. Subject to the terms of this Agreement, the Seller will sell to the Buyer and the Buyer will purchase from the Seller the property described as follows:

1. 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" attached hereto and made a part hereof for all purposes intended., 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 $56,716.00 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 $567.16 ("**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 new survey or update an existing 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 new survey to describe the Property in this Agreement.

4. TITLE REVIEW PERIOD. The Buyer may review the commitment for title insurance and 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 15 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:	Ronny Rogers Properties, LLC PO Box 972210 El Paso, TX 79997 cmalooly@epxteam.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:

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:

_____

(Signatures continue on following page)

EXECUTED by Buyer the 26 day of February, 2026

BUYER:
Ronny Rogers Properties, LLC, a Texas limited liability company

By: _____
Chris Malooly Jr, Registered Agent

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 26 day of February, 2026 by Chris Malooly Jr., as Registered Agent of the **Buyer**.

_____
Notary Public, State of Texas

My commission expires:

April 27, 2029

PUSTHI LEVA
My Notary ID # 133066867
Expires April 27, 2029

ATTACHMENT "A"
SURVEY

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA	
C1	1380.00'	38.41'	38.41'	S00°17'39"W	01°17'39"	RECORD
C1	1380.00'	38.37'	38.37'	S00°17'36"W	01°35'35"	
C2	1361.45'	26.40'	26.40'	N00°03'33"E	01°06'39"	

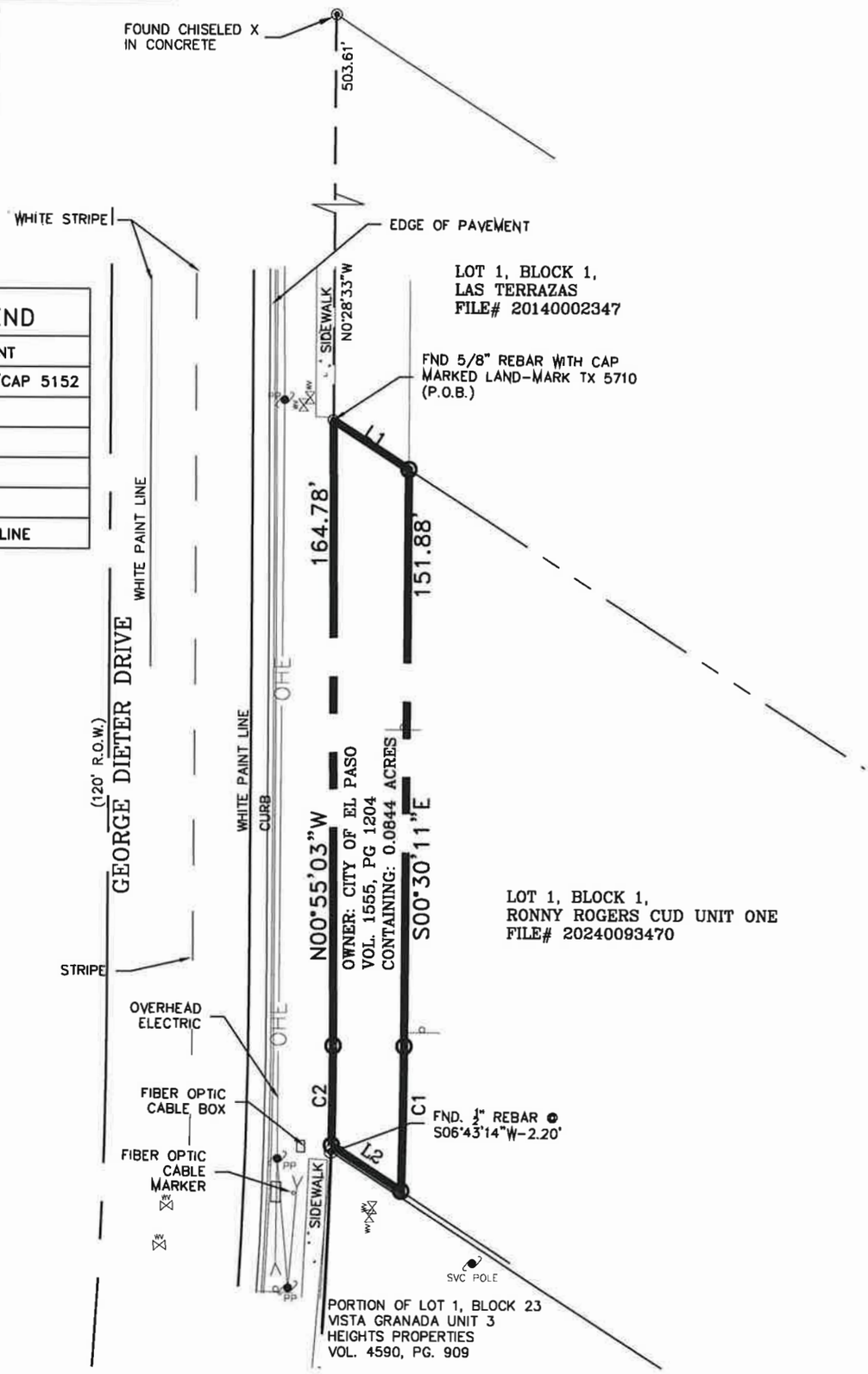
LINE	LENGTH	BEARING
L1	23.80'	S57°41'00"E
L2	22.06'	N57°38'56"W

NOTES:

A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING.

BEARINGS BASED ON WARRANTY DEED TO THE CITY OF EL PASO RECORDED IN VOLUME 1555, PAGE 1204, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS

SYMBOL LEGEND	
◉	FOUND CONTROL POINT
O	SET 1/2" REBAR W/CAP 5152
-d-	TRAFFIC SIGN
WV	WATER VALVE
PP	POWER POLE
V	GUY WIRE
OHE	OVERHEAD ELECTRIC LINE



CERTIFICATION

THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF BASED ON THE FACTS EXISTING AT TIME OF THIS SURVEY.

RON R. CONDE R.P.L.S #5152

SCALE: 1"=40'

JOB # 325-23 | DATE: MAY 16, 2025 | FIELD: W.B. | OFFICE: C.C.

STATE OF TEXAS REGISTERED RONALD ROBERT CONDE 5152 PROFESSIONAL LAND SURVEYOR

A PORTION OF TRACT 40,
O.A. DANIELSON SURVEY 310, CITY OF EL PASO,
EL PASO COUNTY, TEXAS, AS DESCRIBED BY METES
AND BOUNDS RECORDED IN VOLUME 1555, PAGE 1204

CONDE INC.
6080 SURETY SUITE 100
EL PASO, TEXAS 79905, FIRM#10078100

CADD FILE: S:\SU\E\OA 310

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ALL RIGHTS RESERVED

Prepared for EPX
May 16, 2025

METES AND BOUNDS DESCRIPTION

Description of a parcel of being a portion of Tract 40, O.A. Danielson Survey No. 310, City of El Paso, El Paso County, Texas Texas and being more particularly described by Metes and Bounds as follows:

The **"TRUE POINT OF BEGINNING"** being a found 5/8" rebar with cap marked Landmark TX 5710 for the southwesterly corner of Lot 1, Block 1, Las Terrazas Subdivision, from which a found chiseled x on concrete for the northwesterly corner of Lot 1, Block 1, Las Terrazas Subdivision bears, North 00°34'53" East a distance of 503.56 feet (measured) 503.61 feet (record);

Thence along the southerly line of Las Terrazas Unit One, South 57°41'00" East a distance of 23.80 feet to a set ½" rebar with cap marked TX 5152 for the northwesterly corner of lot 1, Block 1, Ronny Rogers CUD Unit One;

Thence along the westerly line of Lot 1, Block 1, Ronny Rogers CUD Unit One, South 00°30'11" East a distance of 151.88 feet to a set ½" rebar with cap marked TX 5152 for a point of curve;

Thence 38.37 feet along the arc of a curve to the right which has a radius of 1380.00 feet a central angle of 01°35'35" a chord which bears South 00°17'36" West a distance of 38.37 feet to a set ½" rebar with cap marked TX 5152 on the southerly line of Ronny Rogers CUD Unit One;

Thence along said line, North 57°38'56" West a distance of 22.06 feet to set ½" rebar with cap marked TX 5152 on the easterly right of way line of George Dieter Drive;

Thence along said right of way line, 26.40 feet along the arc of a curve to the left which has a radius of 1361.45 feet a central angle of 01°06'39" a chord which bears North 00°03'33" East a distance of 26.40 feet to a set ½" rebar with cap marked TX 5152;

Thence along said right of way line, North 00°55'03" West a distance of 164.78 feet to the "TRUE POINT OF BEGINNING" and containing 3,678 Square Feet or 0.0844 Acres of land more or less.

Note: A drawing of even date accompanies this description.



Ron R. Conde
R.P.L.S. No. 5152

CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM# 10078100

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:	**Ronny Rogers Properties,** LLC
Grantee's Mailing Address:	PO Box 972210 El Paso, TX 79997

PROPERTY (INCLUDING ANY IMPROVEMENTS):

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" attached hereto and made a part hereof for all purposes intended, 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:

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA	
C1	1380.00'	38.41'	38.41'	S00°17'39"W	01°17'39"	RECORD
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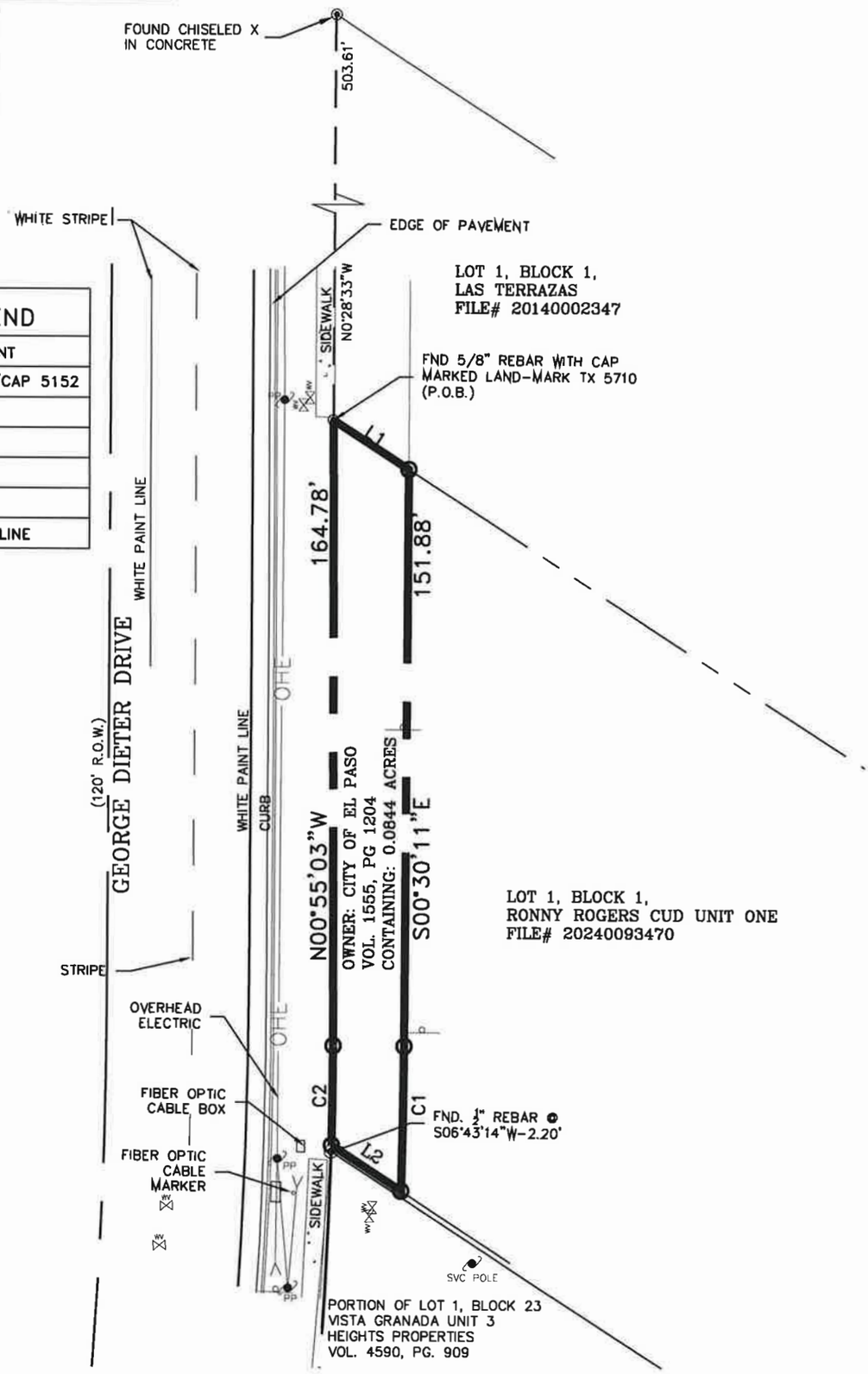
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RON R. CONDE R.P.L.S #5152

SCALE: 1"=40'

JOB # 325-23 | DATE: MAY 16, 2025 | FIELD: W.B. | OFFICE: C.C.

STATE OF TEXAS REGISTERED RONALD ROBERT CONDE 5152 PROFESSIONAL LAND SURVEYOR

A PORTION OF TRACT 40,
O.A. DANIELSON SURVEY 310, CITY OF EL PASO,
EL PASO COUNTY, TEXAS, AS DESCRIBED BY METES
AND BOUNDS RECORDED IN VOLUME 1555, PAGE 1204

CONDE INC.
6080 SURETY SUITE 100
EL PASO, TEXAS 79905, FIRM#10078100

CADD FILE: S:\SU\E\OA 310

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ALL RIGHTS RESERVED

Prepared for EPX
May 16, 2025

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Note: A drawing of even date accompanies this description.



Ron R. Conde
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6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM# 10078100

File #: 26-0346, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Museums and Cultural Affairs, Ben Fyffe, (915) 212-0110
Museums and Cultural Affairs, Claudia Cardoza, (915) 212-0110

AGENDA LANGUAGE:

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

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.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Museums and Cultural Affairs Department

AGENDA DATE: 3/17/26

PUBLIC HEARING DATE: 4/1/26

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

2nd CONTACT PERSON NAME: Claudia Cardoza **PHONE NUMBER:** 915-212-0110

DISTRICT(S) AFFECTED: All

AGENDA ITEM:

An Ordinance amending Title 2 (Administration and Personnel), Chapter 2.40 (Department of Museums and Cultural Affairs), amending section 2.40.100 (Artist Market).

ISSUE STATEMENT:

Section 2.40.100 (Artist Market) is being amended to reflect that the designated market footprint no longer resides within Union Plaza.

BACKGROUND:

Changes to Section 2.40.100 are necessary to enhance and grow the Artist Market in the City of El Paso and reflect the changes in it's designated footprint

COUNCIL OPTIONS:

1. Approve the ordinance amending section 2.40.100 (Artist Market) as presented.
2. Decline approval of the ordinance amending section 2.40.100 (Artist Market) or in part and direct staff to return with options.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

Not applicable.

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

Not applicable.

RELATED CITY POLICIES:

[Use this section to outline or discuss the policy issues or direction embodied or inherent in the item, citing specific policy documents when appropriate.]

PRIOR COUNCIL ACTION:

Ordinance No. 17580 establishing the Artist Market was adopted on June 14, 2011.

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.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Not applicable.

NAME	AMOUNT ($)

ATTACHMENTS:

A. Ordinance

FOR MORE INFORMATION:

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

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

SIGNATURE: 

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

ORDINANCE NO._____

AN ORDINANCE AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 2.40 (DEPARTMENT OF MUSEUM AND CULTURAL AFFAIRS) AMENDING SECTION 2.40.100 (ARTIST MARKET.)

WHEREAS, Section 2.40.100 of the El Paso City Code governs the operation of Artist Markets; and

WHEREAS, it is found that changes to Section 2.40.100 are necessary to enhance and grow Artist Markets in the City of El Paso;

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

That the El Paso City Code Title 2 Chapter 2.40 Section 2.40.100 be amended as follows:

1. Amend as follows:

2.40.100 - Artist Market

A. Definitions.

As used in Section 2.40.100, the following terms shall have the following meanings:

1. "Artist Market" means the sale of locally made, home crafted or hand assembled are and crafts, which have been home crafted or hand assembled or produced by the seller or members of the seller's household, including leather goods; drawings, paintings and prints; photographs; woodwork; metalcraft; ceramics and pottery; weaving and yarn work macrame; needlework; beadwork; sculpture; jewelry; stitchery and sewing; clothing and accessories; glasswork; natural fiber crafts and basketry; live street music performers without amplification, more specifically defined in Artist Market Policies and Procedures (hereinafter "policies and procedures") authorized to be developed by the Museums and Cultural Affairs Department.

2. "Artist Market Manager" means the city manager or designee appointed to administer the city's policies and procedures relevant to the organization, administration and management of the artist market and events related thereto.

3. "Homemade or hand assembled" means an item that has two or more distinctive parts, combined and permanently attached by intent, labor, creativity and skill to produce a more attractive or valuable product, which were made by the Vendor.

4. "Region" means within the El Paso city limits.

5. "Vendor" means resident of the region who displays and sells homemade or hand assembled goods at the Artist Market and those who are members of the same household. A vendor shall not have a storefront or sell his or her artwork from a store, with the exception of vendor applicants who have a storefront the El Paso city limits. A vendor must be 18 years old or older.

B. Authorization.

The City Manager or a designee is hereby authorized to create an outdoor Artist Market permitting vendors to sell handmade or hand assembled merchandise. The Artist market will take place in the designated market area, as defined in the traffic control plan, at the designated time. The city manager or a designee is hereby authorized to establish artist market procedures (the "procedures") for its operation in compliance with this chapter.

C. Vendor Permit.

1. The Artist market manager shall issue a permit authorizing a person to be a vendor at the Artist market to qualifying vendors. Such permit shall contain the vendor's name and the type of handmade or hand assembled merchandise that is authorized for sale at the Artist market.

2. Vendor spaces at the Artist Market will be available at the discretion of the Artist Market Manager. The fee for weekly use of vendor spaces shall be in the amount set forth in the budget resolution of the city council or another resolution of the city council.

3. The city manager or a designee and is hereby authorized to approve, deny, revoke or suspend such permit. Grounds to deny, revoke or suspend a permit are as follows:

(a) a violation of this chapter; or

(b) a public offence or disturbance that causes disruption to the operation of the Artist Market.

4. Decision Review.

(a) Intent of Review - The applicant must submit a written request for review letter to the Artist market manager within seven (7) business days from the date of the denial, revocation or suspension. This correspondence must be addressed the Artist market manager, and must include specific information identifying the applicant, the type of handmade or hand assembled craft for which a vendor permit is being applied for, and a brief description on the basis of which an review is being

sought (e.g., administrative error, conflict of interest, presentation of misinformation, etc.).

(b) Conference - Following the receipt and review of the request for review letter, the director of MCAD ("director") will then schedule a conference with the appellant to review and discuss the denial, revocation or suspension of the vendor permit, and to allow the applicant to express his or her reasons for requesting review of the decision. Based on the findings of this conference, a response document will be developed by the director or a designee identifying the findings, and will be provided to the applicant within 10 business days.

(c) Conclusion ~If the director finds grounds for review and reconsideration, the permit application will be re-evaluated by the city manager or designee with consideration of the findings of the conference.

D. Streets and Right of Ways.

1. Use of the public rights of way must be in compliance with Sections 12.30.030(D), 13.20.040(C)(4) and 15.08.120(G) of this code. The department shall be exempt from the permitting requirement, however shall notify the El Paso Department of Transportation (“EPDOT") on a quarterly basis of dates, times, and shall provide a master traffic control plan approved by the City traffic engineer for all planned Artist market events. The department shall notify EPDOT of any changes within 30 days of the changed event.

E. Proof of tax eligibility.

All vendors must provide proof of gross receipts tax collection capabilities when conducting business at the artist market, which must either be a state sales tax permit or an exemption certificate. Proof shall be provided to the City Manager or a designee. All vendors shall abide by all Federal and State laws regarding taxation and immigration.

F. Vendor requirements.

1. Vendors must permit the Artist market manager or a designee to inspect the homemade or hand assembled artwork to verify authenticity at the Vendors studio or location where· the artwork is made as well at the Artist market.

2. A vendor must not display, offer for sale, or sell any merchandise in the Artists market without a permit issued pursuant to this chapter and the policies and procedures.

3. All vendors must sell only merchandise authorized and approved under the policies and as the vendor's individual permit allows. Vendor must display his or her permit at all times when displaying or offering merchandise at the Artist market.

4. A vendor must pay the permit fee established by resolution of the city council before using or occupying space at the artist market, unless exempt under this chapter.

5. Vendor permits will not be issued for items made in any medium which are commonly used, or intended to be used for the consumption of illegal drugs, to include but not be limited to pipes, bongs and other paraphernalia. These items are prohibited from the Artist market.

6. Vehicles.

(a) All vehicles shall be removed from the designated market footprint fifteen minutes prior to the start of the Artist market. All vehicles are prohibited from driving on the sidewalks in in the designated market footprint during the Artist market with the exception of city and emergency vehicles, vehicles authorized by the department under the procedures, and market vehicles used to load and unload merchandise and equipment during specified times as designated in the procedures.

(b) The active use of bicycles, skateboards, roller blades, and roller skates are prohibited in the designated market area during artist market hours with the exception of such items used by law enforcement personnel or pedicabs licensed under Chapter 6.34 of this code.

(c) No person shall cause an obstruction of the entrances of businesses adjacent to artist market.

7. Vendors must remove all equipment, supplies, and trash from the vendor space and leave the vendor space in the same condition that it was in upon vendor's arrival.

8. Vendors may not display or sell obscene items as defined in the Texas Penal Code Chapter 43.

9. It is unlawful for any person to do any act forbidden, or fail to perform any act required in sub-section (F)(6).

G. Logistical Accessibility for Americans with Disabilities Act (ADA) and Seniors.

1. The Artist Market Manager shall provide operational accommodations for licensed vendors who request an ADA accommodation.

2. When practical the Artist Market Manager may provide operational accommodations to those licensed vendors 60 years of age or over at the discretion of the Artist Market Manager.

2. Except as herein amended, the El Paso City Code remains in full force and effect.

(Signatures on the following page)

ADOPTED this _____ day of _____,2026.

THE 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:

_____
Ben Fyffe, Managing Director
Museums and Cultural Affairs Department

File #: 26-0329, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 7
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Alejandra González, (915) 212-1506

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of a portion of Tract 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.

Subject Property: 529 Schwabe St.
Applicant: Aaron Aceves
Case Number: PZRZ25-00019

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Planning and Inspections

AGENDA DATE: 3/17/26

PUBLIC HEARING DATE: 4/1/26

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

2nd CONTACT PERSON NAME: Alejandra González **PHONE NUMBER:** (915) 212-1506

DISTRICT(S) AFFECTED: 7

AGENDA ITEM:

An Ordinance changing the zoning of a portion of Tract 4, Block 6, Map of the Christy Tract, 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.

Subject Property: 529 Schwabe St.
Applicant: Aaron Aceves
Case Number: PZRZ25-00019

ISSUE STATEMENT:

This item proposes to rezone the subject property at 529 Schwabe St. from R-F (Ranch and Farm) to R-3A (Residential) to allow for a proposed single-family home. The request is being reviewed in accordance with El Paso City Code Title 20 - Zoning and Plan El Paso, the City's Comprehensive Plan. City Plan Commission (CPC) unanimously recommended approval.

BACKGROUND:

The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) to R-3A (Residential) to allow for a single-family dwelling. The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan. City Plan Commission recommended 6-0 to approve the proposed rezoning in January 29, 2026.

As of January 22 2026, the Planning Division has received an email in support from Mission Valley Civic Association. See attached staff report for additional information.

COUNCIL OPTIONS:

Approve - Approve of the request (Staff and CPC recommendation)
Approve with Conditions - Approve of the request with conditions
Deny - Denial of the request

COMMITTEE REVIEW AND/OR RECOMMENDATION:

City Plan Commission recommended 6-0 to approve the proposed rezoning on January 29, 2026.

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

Applicant notified appropriate neighborhood associations of the request prior to submittal of a complete application. Public notices were sent to all property owners within 300 feet of the subject property.

RELATED CITY POLICIES:

El Paso City Code Title 20 - Zoning, Plan El Paso

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

See attached.

NAME	AMOUNT ($)

ATTACHMENTS:

A. Ordinance
B. Staff Report
C. 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 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.

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 **a portion of Tract 4, Block 6, Map of the Christy Tract, 529 Schwabe 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 **R-F (Ranch and Farm)** to **R-3A (Residential)**, 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
Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

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

EXHIBIT "A"

A portion of Tract 4, Block 6, MAP OF THE CHRISTY TRACT, an addition to the City of El Paso, El Paso County, Texas, according to the map or plat recorded in Volume 6, Page 48, Plat Records of El Paso County, Texas and being more particularly described by Metes and Bounds as follows:

BEGINNING at a point, said point being the point of intersection of the northwesterly R.O.W. of Schwabe Road and the northeasterly R.O.W. line of Valley View Drive.

THENCE along the northwesterly R.O.W. line of Schwabe Road North 18° 47' 00" East of a distance of 152.13 feet to the Point of Beginning of the parcel of land being described;

Thence North 71°10' 00" West a distance of 306.61 feet to a point;

Thence North 18° 47' 00" East a distance of 145.60 feet to a point;

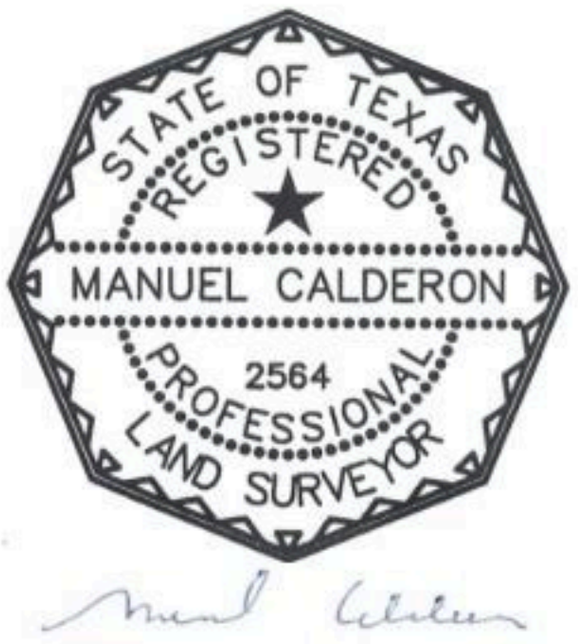
Thence South 43° 23' 26" East a distance of 177.09 feet to a point;

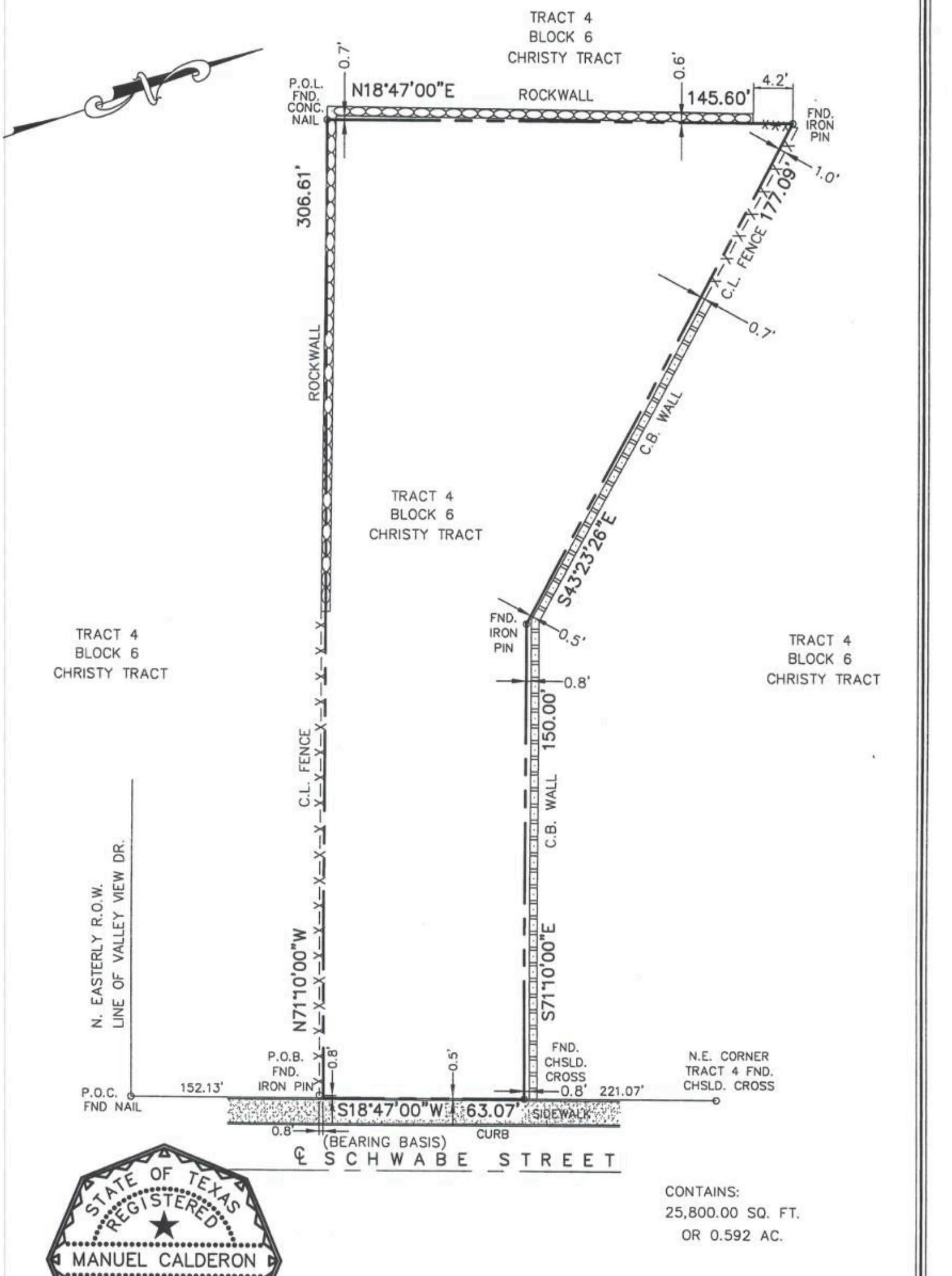
Thence South 71° 10' 00" East a distance of 150.00 feet to a point;

THENCE along the northwesterly R.O.W. line of Schwabe Road South 18° 47' 00° West a distance of 63.07 feet to a Point of Beginning of the parcel of land being described and containing 0.592 acres of land more or less.

Manuel Calderon
R.P.L.S. No. 2564

Calderon Engineering
3031 Trawood Drive
El Paso, Texas 79936
(915) 855-7552





CONTAINS:
25,800.00 SQ. FT.
OR 0.592 AC.

STATE OF TEXAS
REGISTERED
MANUEL CALDERON
2564
PROFESSIONAL
LAND SURVEYOR

C E R T I F I C A T I O N

I hereby certify that the foregoing Boundary and Improvement Survey was made by me or under my supervision and that there are no encroachments except as shown. Only platted easements are shown.

Manuel Calderon
Registered Professional Land Surveyor No. 2564
Texas Surveying Firm Reg. No. 100200-00
Texas Registered Engineering Firm No. F-3788

E-Mail: CalderonEngineering@elpbizclass.com

Book 6 Page 48 Job No. 1024-195

SCHWABE STREET
A PORTION OF TRACT 4, BLOCK 6,
MAP OF THE CHRISTY TRACT IN BLOCK 31, YSLETA GRANT,
CITY OF EL PASO
EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY
DESCRIBED BY METES AND BOUNDS ATTACHED HERETO

Field JM Office AS-C2 Date 10/28/24 Scale 1"=40'

CALDERON ENGINEERING
3031 TRAWOOD DR.
EL PASO, TEXAS 79936 (915) 855-7552
E-Mail: CalderonEngineering@elpbizclass.com

529 Schwabe

City Plan Commission —January 29, 2026 (RECONSIDERATION)

CASE NUMBER:	**PZRZ25-00019**
CASE MANAGER:	Alejandra González, (915) 212-1506, GonzalezAG@elpasotexas.gov
PROPERTY OWNER:	Aaron Aceves
REPRESENTATIVE:	Aaron Aceves
LOCATION:	529 Schwabe St. (District 7)
PROPERTY AREA:	0.592 acres
REQUEST:	Rezone from R-F (Ranch and farm) to R-3A (Residential)
RELATED APPLICATIONS:	None
PUBLIC INPUT:	Received an email in support from Mission Valley Civic Association, no other correspondence as of January 22, 2026.

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) to R-3A (Residential) to allow for a single-family dwelling. There are no changes from the previous request.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the rezoning request. The proposed zoning district is compatible with the current uses in the surrounding area and is consistent with Plan *El Paso*, the City's adopted Comprehensive Plan and the G-3, Post-War future land use designation.

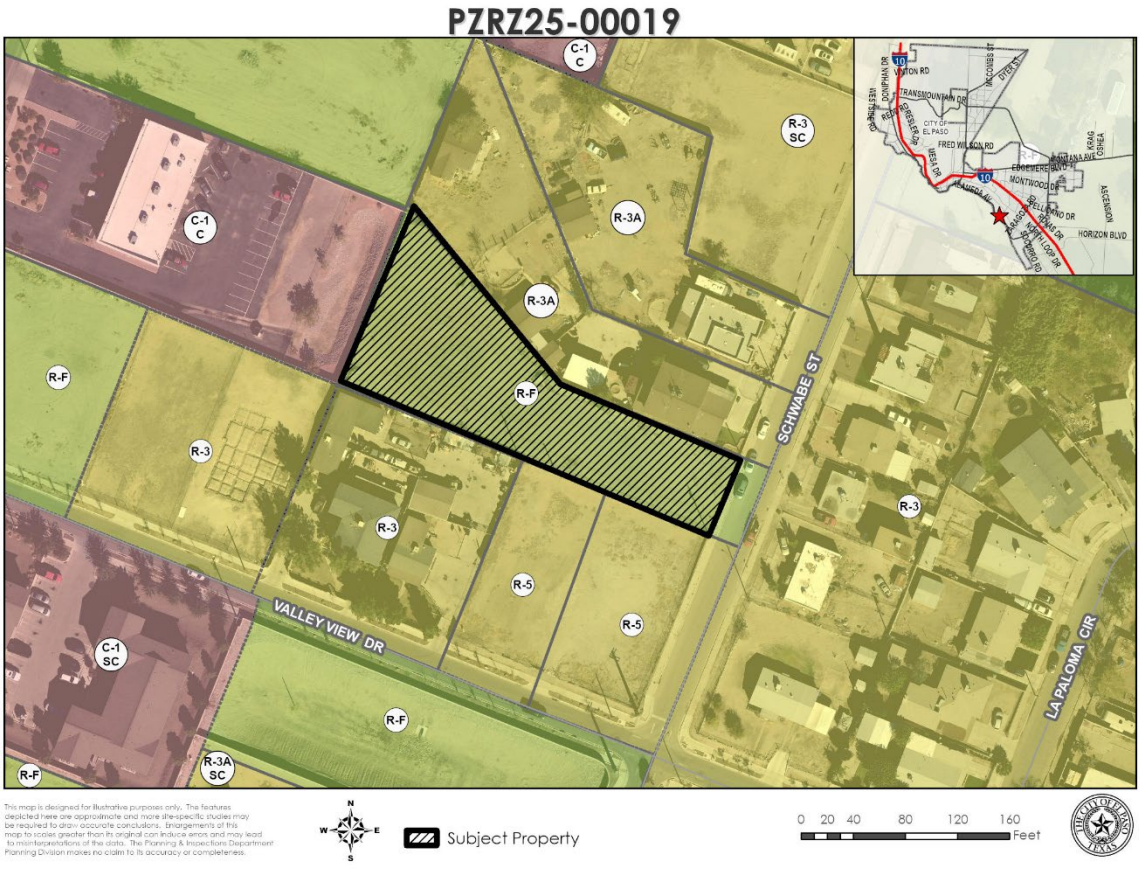


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: This is a reconsideration of the rezoning request heard by the City Plan Commission in September 2025 (see Previous Case History for details). The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) to R-3A (Residential) for the proposed use of a single-family dwelling. The subject property is approximately 0.592 acres in size. The conceptual site plan shows a proposed single-family dwelling with access provided from Schwabe Street. The conceptual plan is not under review for zoning requirements and is not binding. There are no changes from previous request.

PREVIOUS CASE HISTORY: On September 25, 2025, City Plan Commission (CPC) unanimously recommended approval of rezoning request of a portion for the subject property from R-F (Ranch and Farm) to R-3A (Residential) to allow for a single-family dwelling. After the approval, it was found that the entire property was not split-zoned into R-F (Ranch and Farm) and R-3A (Residential), but entirely zoned as R-F (Ranch and Farm).

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed single-family dwelling and the proposed R-3A (Residential) zoning are compatible with the established character of the area. The surrounding properties include a vacant lot zoned R-F (Ranch and Farm) to the north, a shopping center zoned C-1 to the west, and single-family dwellings zoned R-F (Ranch and Farm), R-3, and R-5 (Residential) to the south and east. The nearest school, Ysleta Pre-K, is approximately 1.1 miles away, and the closest park, J.P. Shawver Park, is located about 0.4 mile from the subject property.

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **G-3, Post-War:** This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.	Yes. The subject property and the proposed development meet the intent of the G-3, Post-War Future Land Use designation of *Plan El Paso*.
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **R-3A (Residential) District:** The purpose of these districts 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 districts will permit primarily single-family and two-family residential areas, and recreational and institutional uses incidental to and serving the neighborhood.	Yes. The proposed R-3A (Residential) zoning is compatible with the surrounding R-F (Ranch and Farm), R-3, R-3A, and R-5 (Residential), and C-1 (Commercial) districts and uses, which are developed with single-family dwellings and a shopping center.
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 has access to Schwabe Street, which is designated as a local street in the City's Major Thoroughfare Plan (MTP). The classification of the road is appropriate to serve the proposed development.

property on the block with an alternative zoning district, density, use and/or land use.	
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 historic districts nor any other special designation areas.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	There are no anticipated adverse impacts.
Natural Environment: Anticipated effects on the natural environment.	The proposed rezoning does not involve green field or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area has been stable with no rezonings within the last 10 years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None. The property is currently zoned R-F (Ranch and Farm). The proposed rezoning will allow for appropriate development consistent with the surrounding single-family residential neighborhood.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access to the subject property will be provided from Schwabe Street, which is designated as a local street in the City of El Paso's Major Thoroughfare Plan (MTP) and is suitable to serve the proposed development. There are four (4) bus stops are located within walking distance (0.25 mile) of the property. The nearest bus stop is approximately 0.01 mile away along Valley View Drive.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were received from reviewing departments.

PUBLIC COMMENT: The subject property is located within the boundaries of the Mission Valley Civic Association, Corridor 20 Civic Association, and Save the Valley 21, all of which were notified of the rezoning application by the applicant. Public notices were mailed to property owners within 300 feet of the subject property on September 10, 2025. As of September 24, 2025, the Planning Division has received an email in support of the request from Mission Valley Civic Association. On January 15, 2026 notices were mailed out to property owners within 300 feet of the subject property. As of January 22 2026, the Planning Division has not received any other communication in support or opposition to the request.

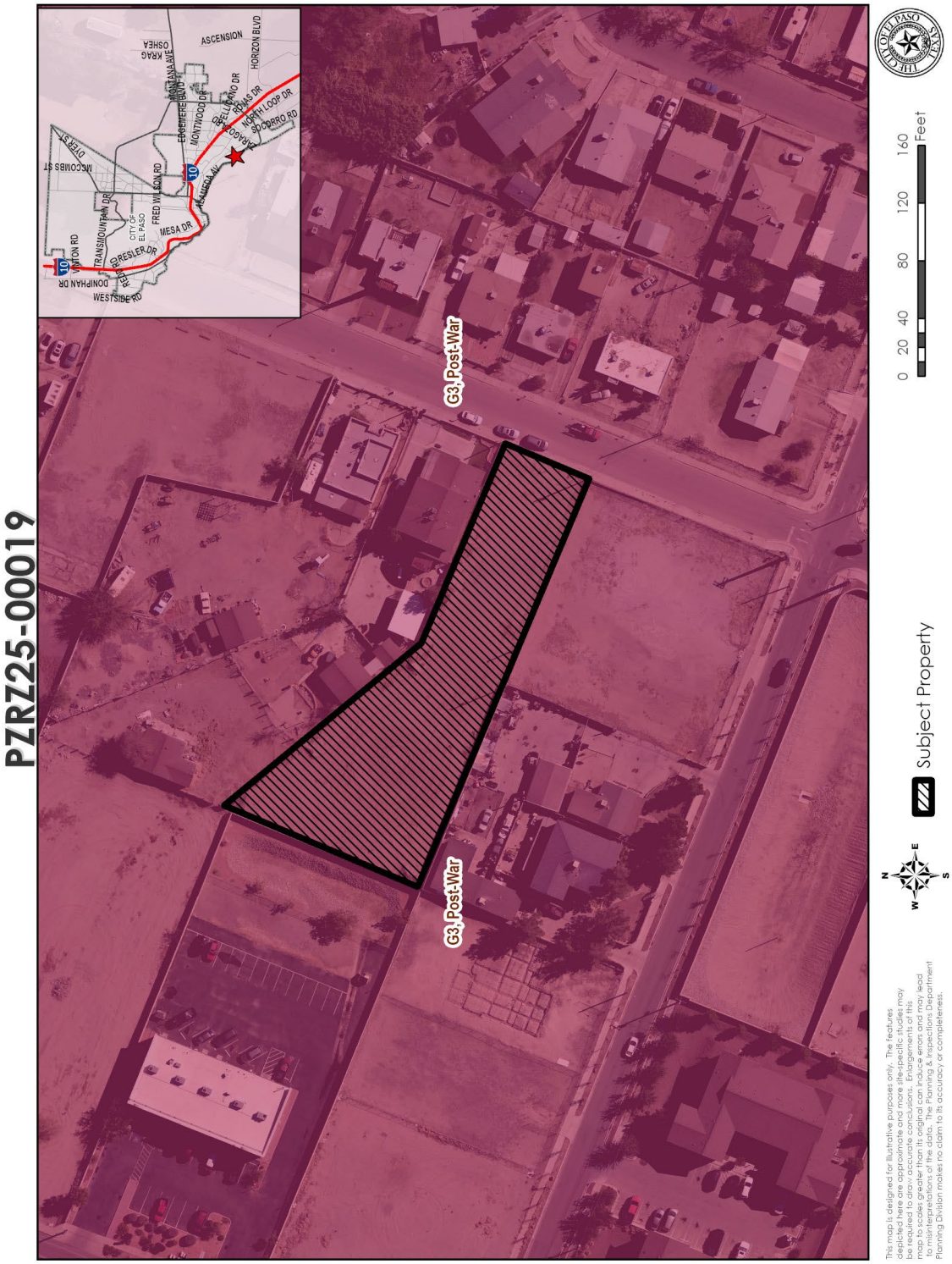
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

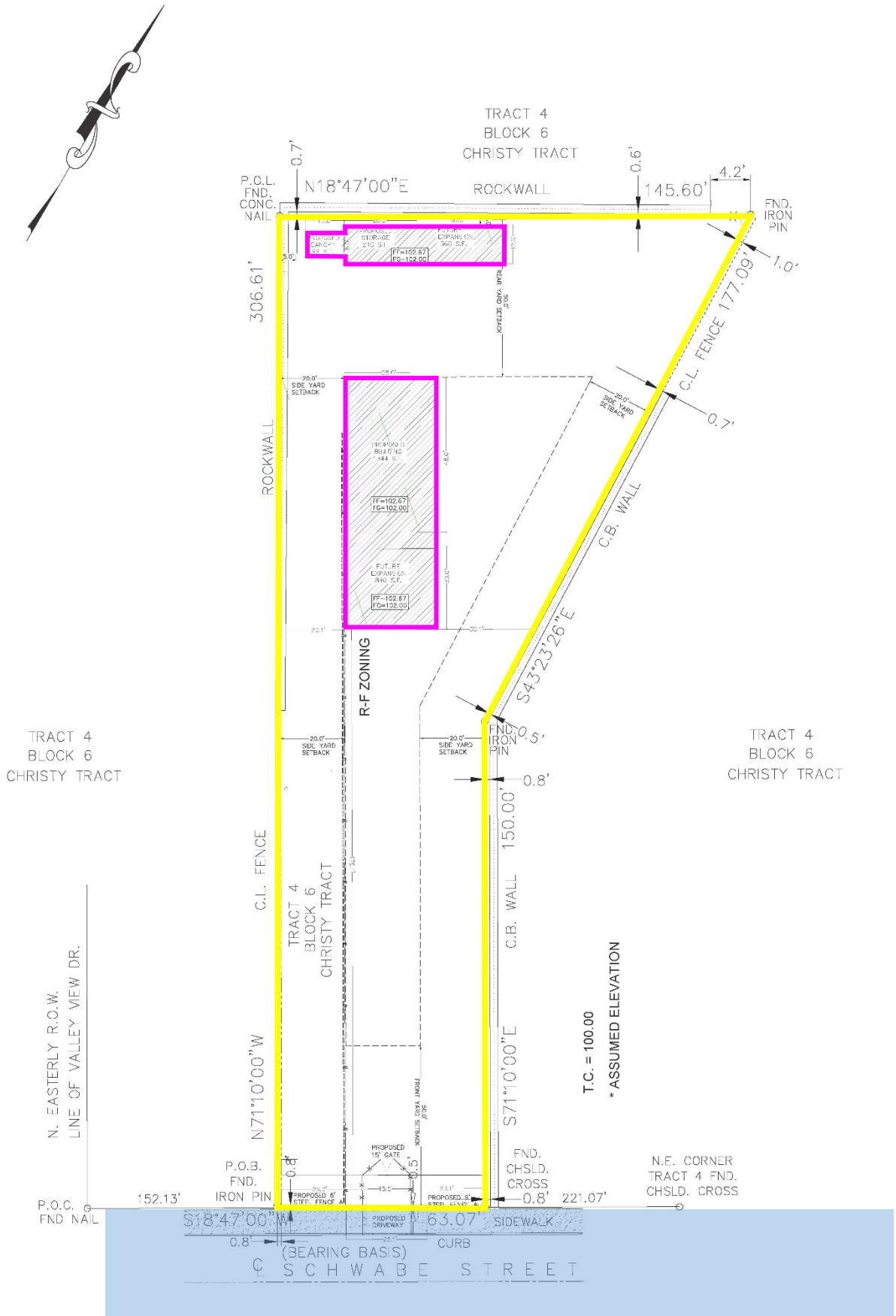
ATTACHMENTS:

1. Future Land Use Map
2. Generalized Plot Plan
3. Department Comments
4. Neighborhood Notification Boundary Map
5. Email in support from Mission Valley Civic Association

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL** of the rezoning request. The proposed zoning district is compatible with the current uses in the surrounding area and is consistent with Plan *El Paso*, the City's adopted Comprehensive Plan and the G-3, Post-War future land use designation.

Planning and Inspections Department – Plan Review & Landscaping Division

The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development

1. Lot is within the 100-year Flood zone on the FEMA preliminary maps which are not yet effective. It is recommended, but not required to elevate structures one foot above the Base Flood Elevation for added safety.
2. On site ponding is required in compliance with sections (SDM panel 1-4C-J, 19.19.010A and DDM, 11.1).

Note: Comments to be addressed at permitting stage.

Fire Department

No adverse comments.

Police Department

No comments received.

Environmental Services

No comments received.

Sun Metro

No comments received.

Streets and Maintenance Department

Traffic and transportation Engineering:

No objections to application. No TIA is required

Street Lights:

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
Does not object to this request.

Water
There is an existing 8-inch diameter water main that extends along Schwabe St. This main extends along the east side of Schwabe St. and 15-foot west of the east right-of-way line. This main is available to provide service.

Previous water pressure from fire hydrant #9602 located approximately 485-ft west the intersection of Schwabe St and Valley View Dr. has yielded a static pressure of 98 psi, a residual pressure of 90 psi, and a discharge of 1,061 gpm. 8. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sanitary Sewer
There is an existing 8-inch diameter sanitary sewer main that extends along Schwabe St. This main extends along the west side of Schwabe St. and 16-foot east of the west right-of-way line. This main is available to provide service. Reclaimed: No comments.

General
EPWater requires a new service application to provide services to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – 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:
As per the Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of green space, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

EPWater-SW recommends using principles of low impact development (such as recessed landscaping, rainwater harvesting, and porous pavement) to reduce the amount of developed stormwater runoff.

El Paso County 911 District
No comments or concerns regarding this zoning.

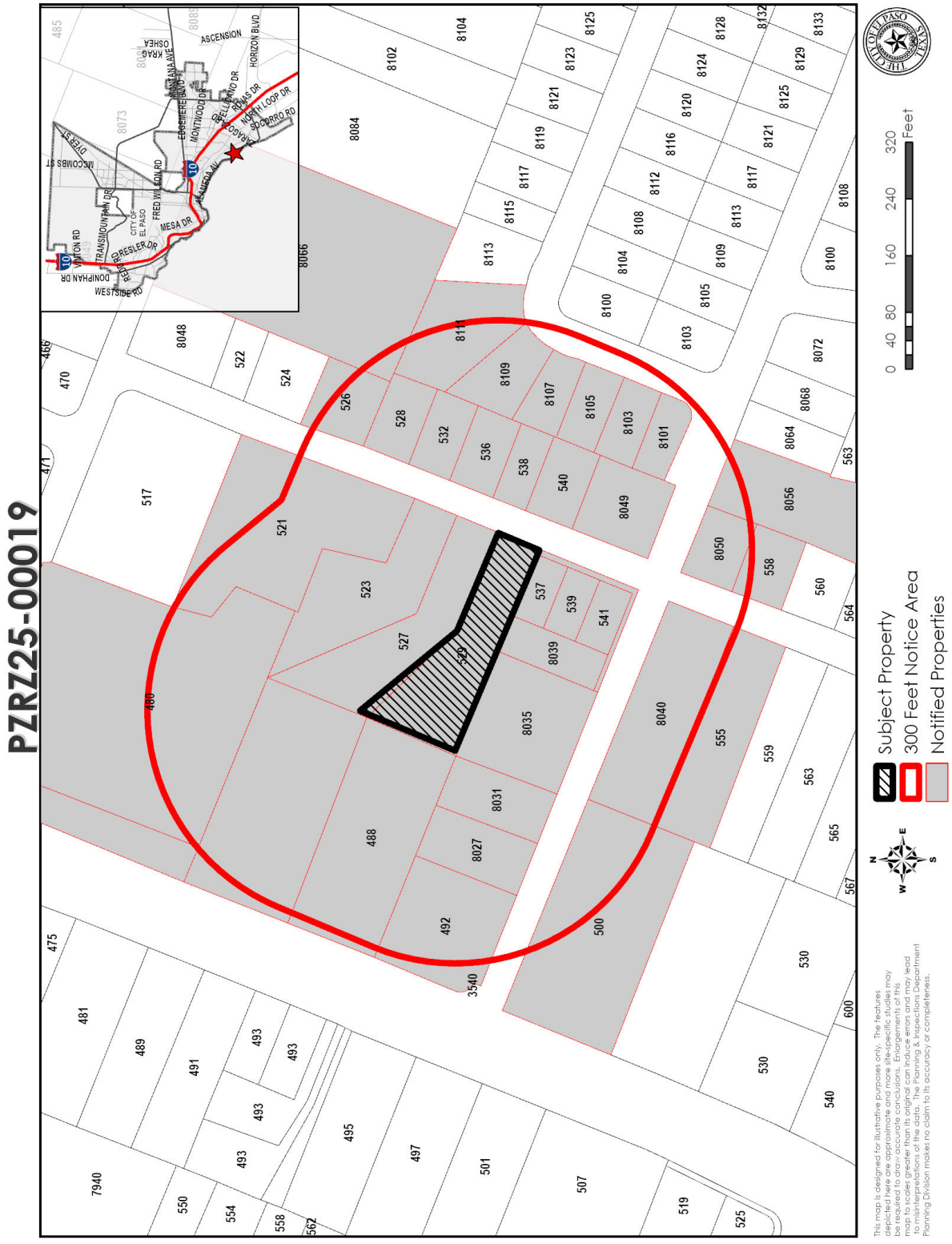
Texas Department of Transportation
No comments received.

El Paso County Water Improvement District #1
No comments.

El Paso Electric

No comments.

ATTACHMENT 4



ATTACHMENT 5

Gonzalez, Alejandra G.

From: Sylvia Carreon <longhorn_1989@hotmail.com>
Sent: Tuesday, September 23, 2025 12:21 PM
To: Gonzalez, Alejandra G.
Cc: M Carr
Subject: PZRZ25-00019

You don't often get email from longhorn_1989@hotmail.com. Learn why this is important

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to **SpamReport@elpasotexas.gov**.

Good afternoon Ms. Gonzalez, this is Sylvia Carreon, president of the Mission Valley Civic Association, and want to advise the commission that we have spoken to the owner, Aaron Aceves, and advised him that we would meet with approval the rezone of the property at 529 Schwabe St from a R-F to R-3 for the building of his private home. Thank you

File #: 26-0340, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 2
Planning and Inspections, 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 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.

Subject Property: 8612, 8614, 8616, and 8618 Neptune Street
Applicant: Rosa Escalante
Case Number: PZRZ25-00025

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Planning and Inspections

AGENDA DATE: 3/17/26

PUBLIC HEARING DATE: 4/1/26

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: 2

AGENDA ITEM:

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.

Subject Property: 8612, 8614, 8616, and 8618 Neptune Street
Applicant: Rosa Escalante
Case Number: PZRZ25-00025

ISSUE STATEMENT:

The applicant proposes to rezone the property at 8612, 8614, 8616, and 8618 Neptune Street from R-4 (Residential) to A-2 (Apartment) to allow for the proposed use of multifamily. The request is being reviewed in accordance with El Paso City Code Title 20 - Zoning and Plan El Paso, the City's Comprehensive Plan. City Plan Commission (CPC) unanimously recommended approval.

BACKGROUND:

The applicant is requesting to rezone the subject property from R-4 (Residential) to A-2 (Apartment) to allow for the proposed use of multifamily. The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan. Staff and City Plan Commission recommend a condition to safeguard the property and surrounding development from negative impacts to residents.

As of March 3, 2026, the Planning Division has not received any communication in support or opposition to the rezoning request. See attached staff report for additional information.

COUNCIL OPTIONS:

Approve - Approve of the request
Approve with Conditions - Approve of the request with conditions (Staff and CPC recommendation)
Deny - Denial of the request

COMMITTEE REVIEW AND/OR RECOMMENDATION:

City Plan Commission recommended 6-0 to approve the proposed rezoning with a condition on January 29, 2026. The condition is for a ten-foot landscape buffer along the northerly property line adjacent to residential zone districts.

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:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

A. Ordinance
B. Staff Report
C. Contribution Form

FOR MORE INFORMATION:

Luis Zamora, Chief Planner (915) 212-1552 ZamoraLF@elpasotexas.gov

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

Philip Etiwe

SIGNATURE: _____

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

ORDINANCE NO. _____

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.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of **Lots 1, 2, 3, and 4, Block 1, Neptune Subdivision, 8612 Neptune Street, 8614 Neptune Street, 8616 Neptune Street, and 8618 Neptune Street**, located in the City of El Paso, El Paso County, Texas, be changed from **R-4 (Residential)** to **A-2 (Apartment)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following condition which is necessitated by and attributable to the increased intensity generated by the change of zoning in order to protect the health, safety and welfare of the residents of the City:

1. *That a ten-foot (10') landscaped buffer with high-profile or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the northerly property line where abutting residential zone districts or uses. No landscape buffer shall be required were adjacent to stormwater ponding or open space areas.*

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____day of _____, 2026.

THE CITY OF EL PASO

_____

ATTEST: **Renard U. Johnson**
Mayor

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russel T. Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe

Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____ **Zoning Case No: PZRZ25-00025**

8612, 8614, 8616, and 8618 Neptune

City Plan Commission — January 29, 2026

REZONING

ZONING

CASE NUMBER:	**PZRZ25-00025**
CASE MANAGER:	Jose Beltran, (915) 212-1607, BeltranJV@elpasotexas.gov
PROPERTY OWNER:	Rosa Escalante
REPRESENTATIVE:	Jessica Escalante
LOCATION:	8612, 8614, 8616, and 8618 Neptune St. (District 2)
PROPERTY AREA:	0.94 acres
REQUEST:	Rezone from R-4 (Residential) to A-2 (Apartment)
RELATED APPLICATIONS:	None
PUBLIC INPUT:	None received as of January 22, 2026

SUMMARY OF REQUEST: The applicant is proposing to rezone the subject property from R-4 (Residential) to A-2 (Apartment) to allow for the use of multifamily.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL WITH A CONDITION** of the request as the proposed zoning district is compatible with residential uses in the surrounding area and is in keeping with the policies of the G-3, Post-War Future Land Use designation of *Plan El Paso*, the City's adopted Comprehensive Plan. The conditions are as follows:

1. *That a ten-foot (10') landscaped buffer with large or medium native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the northerly property line where abutting residential zone districts or uses. No landscape buffer shall be required where adjacent to stormwater ponding or open space areas.*

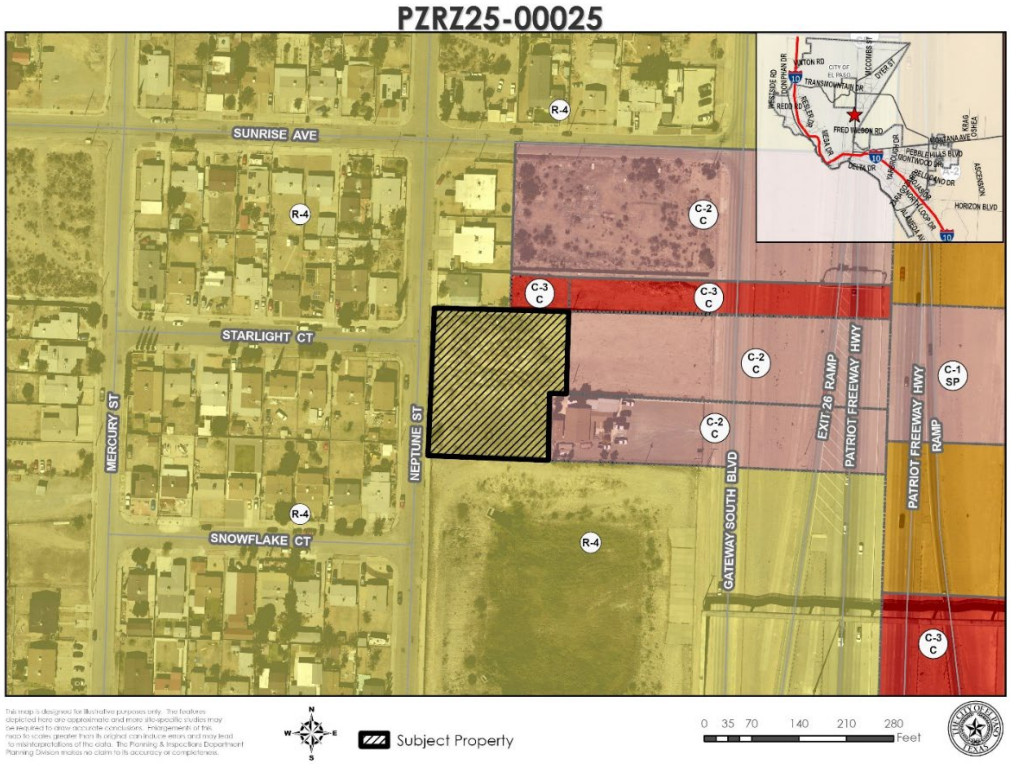


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from R-4 (Residential) to A-2 (Apartment) to allow for the proposed use of multifamily. The property is approximately 0.94 acres in size and is currently vacant. The conceptual site plan shows one (1) proposed multifamily structure and parking areas. Primary access to the property is proposed from Neptune Street. The conceptual site plan is not subject to zoning compliance review under Title 20 of the El Paso City Code and is non-binding.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed rezoning is compatible with the existing surrounding development. Properties to the north are zoned R-4 (Residential), C-2/c (Commercial/conditions), and C-3/c (Commercial/conditions) and consist of single-family dwellings and vacant lots. Properties to the east are zoned C-2/c (Commercial/conditions) and comprise of a vacant lot and a professional office. To the south is a ponding site zoned R-4 (Residential) and to the west are single-family dwellings zoned R-4 (Residential). The nearest school, Edgar Park Elementary, is located 0.65 miles away while the nearest park, Sunrise Park, is located 0.35 miles away.

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **G-3, Post-War:** This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.	Yes. The subject property and the proposed development meet the intent of the G-3, Post War Future Land Use Designation of *Plan El Paso*. The proposed development will provide additional housing stock to supplement and integrate with the surrounding area.
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **A-2 (Apartment) District:** The purpose of the district is to promote and preserve residential development within the city associated with a landscape more urban in appearance and permitting a mixture of housing types. It is intended that the district regulations allow for medium densities of dwelling units supported by higher intensity land uses located at the periphery of single-family neighborhoods providing that the overall character and architectural integrity of the neighborhood is preserved. The regulations of the districts will permit building types designed for transition from areas of low density residential neighborhoods to other residential areas, and certain nonresidential uses and support facilities.	Yes. The proposed A-2 (Apartment) zoning district will provide for a transition between lower-density R-4 (Residential) zoning districts to the west and adjacent C-2 (Commercial) and C-3 (Commercial) zoning districts located to the east of the subject property along Gateway Boulevard South.
Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.	Yes. The subject property is located along Neptune Street, which is classified as a local street under the City of El Paso's Major Thoroughfare Plan (MTP). Access to Gateway Boulevard South is located 0.09 miles away through Sunrise Avenue to the north of the subject property and is appropriate to support the proposed development. The subject property is located on the

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
	same block as other properties zoned C-2 (Commercial) and C-3 (Commercial) that abut Gateway Boulevard South.
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.	The proposed development is not anticipated to pose any adverse effects on the community. The reviewing departments did not have any adverse comments.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve any greenfield or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is in transition, with multiple rezonings in the last 10 years. Properties to the east of the subject property and abutting Gateway Boulevard South have undergone rezonings from R-4 (Residential) zoning districts to C-2 (Commercial) and C-3 (Commercial) zoning districts.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The subject property is in close proximity to U.S. 54 – Patriot Freeway, which makes it more suitable for denser and more intense zoning districts that can act as a buffer between the freeway and the single-family dwellings in the area.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property is located on Neptune Street, which is classified as a local street in the City's Major Thoroughfare Plan (MTP) and will have access via Sunrise Avenue to Gateway Boulevard South, which is classified as a major arterial in the City's Major Thoroughfare Plan (MTP). Sidewalks are currently present along Neptune Street in the area surrounding the proposed development. There is currently (1) bus stop located within 0.25 miles (5-minute walking distance), that is approximately 0.24 miles away from the subject property on Leo Street.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: Staff recommends the included conditions to ensure compatibility with the existing surrounding developments.

PUBLIC COMMENT: The subject property is located within the boundaries of the Sunrise Neighborhood Association which was notified of the request by the applicant. Public notices were sent to property owners within 300 feet on January 16, 2026. As of January 22, 2026, the Planning Division has not received any communication in support or opposition of the request from the public.

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:

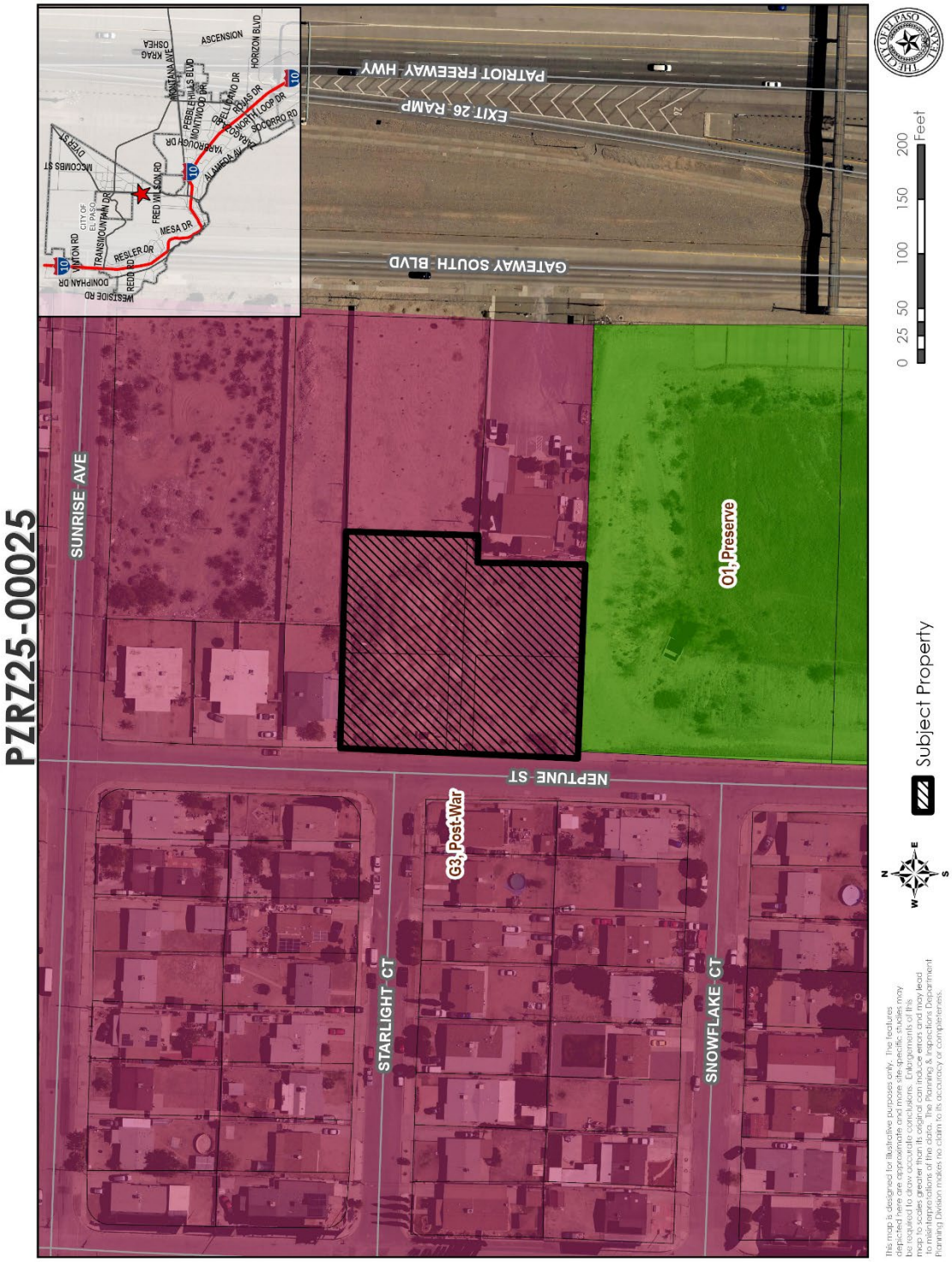
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.

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.

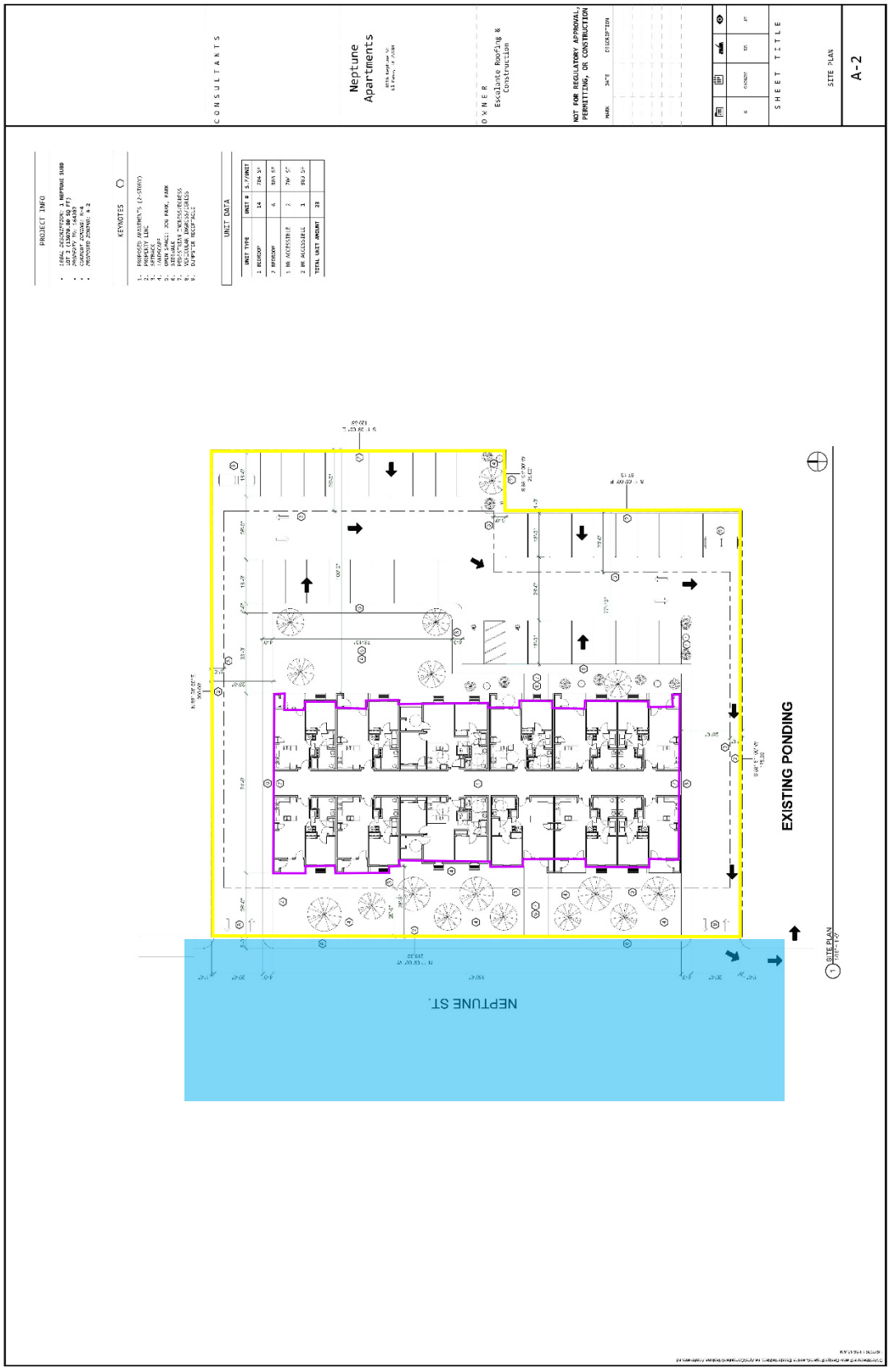
ATTACHMENTS:

1. Future Land Use Map
2. Generalized Plot Plan
3. Department Comments
4. Neighborhood Notification Boundary Map

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

Planning and Inspections Department - Planning Division
Staff recommends **APPROVAL WITH A CONDITION** of the request as the proposed zoning district is compatible with residential uses in the surrounding area and is in keeping with the policies of the G-3, Post-War Future Land Use designation of *Plan El Paso*, the City's adopted Comprehensive Plan. The condition is as follows:

1. *That a ten-foot (10') landscaped buffer with large or medium native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the northerly property line where abutting residential zone districts or uses. No landscape buffer shall be required where adjacent to stormwater ponding or open space areas.*

Planning and Inspections Department – Plan Review & Landscaping Division
The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning.

At the time of submittal for building permits, the project will need to comply with all applicable provisions of the IBC, Municipal Code, and TAS.

Planning and Inspections Department – Land Development
Show proposed drainage flow patterns and identify the discharge location(s) for all storm water runoff. Provide drainage area plan for pond design capacity accounting for proposed area being developed.

The existing public ponding area shall have enough capacity to hold the developed runoff for a designated 100-yr storm event.

Note: Comments to be addressed at the permitting stage.

Fire Department
No adverse comments.

Police Department
No comments received.

Environmental Services
No comments received.

Sun Metro
No comments received.

Streets and Maintenance Department
Traffic & Transportation Engineering
No objections to the proposed application.

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 subdivision a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals**. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site***. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)* and any other applicable standards or requirements of the city.

City of El Paso Codes to be followed:
*Title 19 - 19.16.010 - Streetlighting.
**18.18.190 – Submission contents.
*** 19.02.040 Criteria for approval.

Contract Management:
No opposition to the request. For future development, submit a complete improvement plan for review. Indicate that any proposed infrastructure improvements located within the city right-of-way must follow the design standards for construction (DSC), in accordance with its municipal code.

Indicate that any damage to existing infrastructure caused by the development of this project must be restore to its original or better condition.

El Paso Water
EPWater-PSB does not object to this request.

Water
There is an existing 6-inch diameter water main extending along Neptune St. This water main is located approximately 13.5-feet west of the eastern right-of-way line. This water main is available to provide service.

Previous water pressure from fire hydrant #1761, last tested on 01/28/25, located at the t-section of Neptune St. and Snowflake Ct. has yield a static pressure of 80 psi, a residual pressure of 70 psi, and a discharge of 822.3 gallons per minute. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sanitary Sewer
There is an existing 8-inch diameter sanitary sewer main along Neptune St. This sanitary sewer main is located 20-feet east of the western right-of-way line. This main can be extended to provide service.

General
EPWater-PSB requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:
As per the Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable to reduce flooding. The code also

encourages the use of nonstructural storm water management such as the preservation of green space, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

EPWater-SW recommends using principles of low impact development (such as recessed landscaping, rainwater harvesting, and porous pavement) to reduce the amount of developed stormwater runoff. Runoff that drains westward onto Neptune is being collected by a stormwater system and discharged in the Sunrise Basin, to the south of the property.

El Paso County 911 District
The 911 District has no comments or concerns regarding this zoning.

Texas Department of Transportation
No comments received.

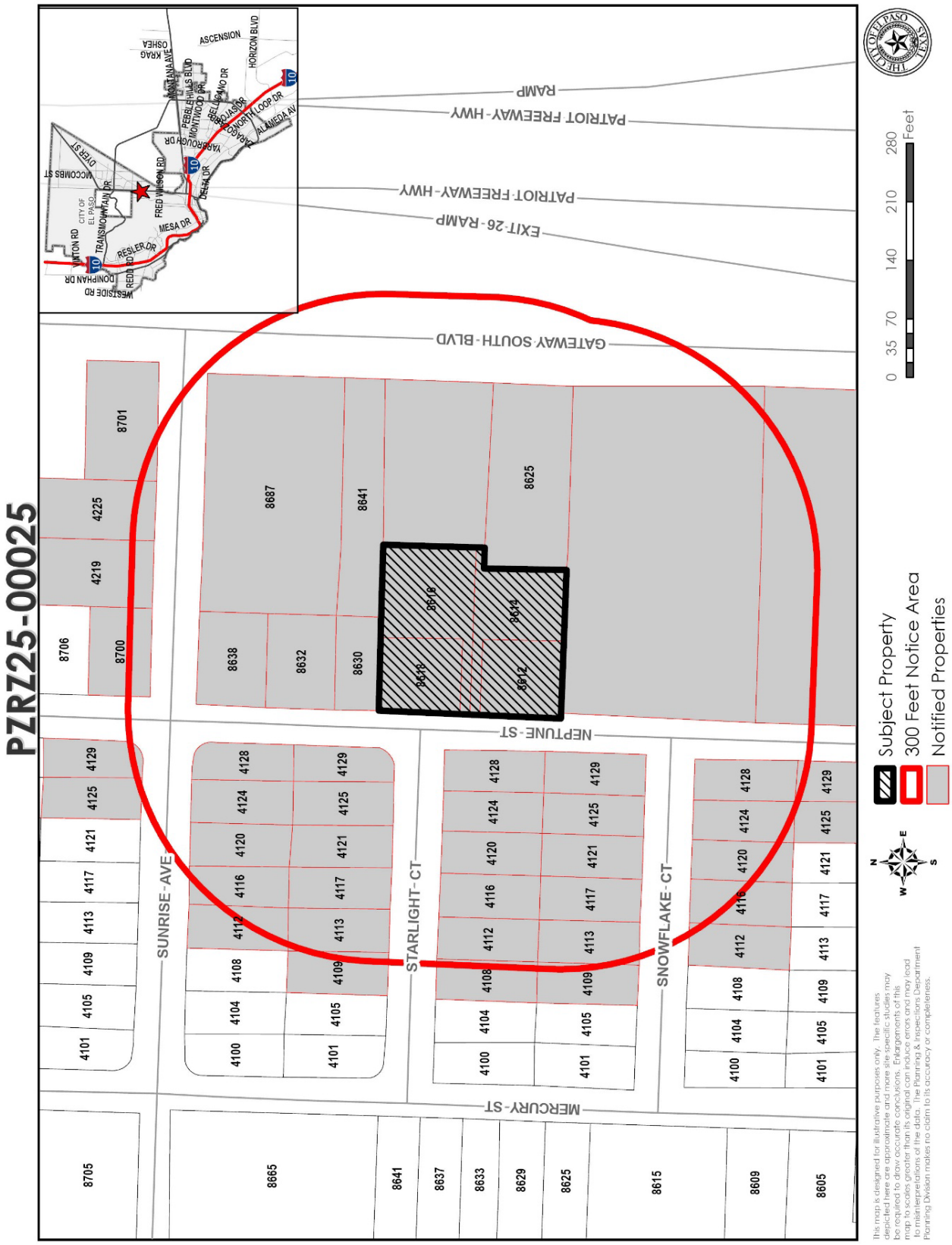
El Paso County Water Improvement District #1
No comments received.

Parks and Recreation
As per Chapter 19.20 of the municipal code: Since density is increasing and the property zoning and use are changing, park requirements/fees will be re-assessed based on applicable conditions (residential and non-residential).

El Paso Electric
We have no comments for 8612-8618 Neptune.

Texas Gas Service
Texas Gas Service has a service line at 8625 Gateway Boulevard South.

ATTACHMENT 4



File #: 26-0343, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 1
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Luis Zamora, (915) 212-1552

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of 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.

Subject Property: East of Resler Dr. and North of Cimarron Canyon Dr.
Applicant: Canutillo Independent School District
Case Number: PZRZ25-00022

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Planning and Inspections

AGENDA DATE: 3/17/26

PUBLIC HEARING DATE: 4/1/26

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

2nd CONTACT PERSON NAME: Luis Zamora **PHONE NUMBER:** (915) 212-1552

DISTRICT(S) AFFECTED: 1

AGENDA ITEM:

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.

Subject Property: East of Resler Dr. and North of Cimarron Canyon Dr.
Applicant: Canutillo Independent School District
Case Number: PZRZ25-00022

ISSUE STATEMENT:

The applicant proposes to rezone a portion of the property located east of Resler Drive and north of Cimarron Canyon Drive from C-3/C (Commercial/conditions) to R-3A (Residential) to clean it up from a split-zone to allow for the proposed Alderete Middle School development. The request is being reviewed in accordance with El Paso City Code Title 20 - Zoning and Plan El Paso, the City's Comprehensive Plan.

BACKGROUND:

The applicant is requesting to rezone the subject property from C-3/C (Commercial/conditions) to R-3A (Residential) to clean up a split-zone and allow the proposed use of middle school. 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 3, 2026, the Planning Division has received one (1) call of inquiry, one (1) email in support, and six (6) calls, two (2) emails, and one (1) letter in opposition in opposition to the rezoning and condition release request. The reasoning for the opposition is increased traffic, limited access, safety concerns with the proposed development, and request for the applicant to include residents in the plans for the development.

COUNCIL OPTIONS:

Approve - (Staff and CPC recommendation)
Approve with Conditions
Deny

COMMITTEE REVIEW AND/OR RECOMMENDATION:

City Plan Commission recommended 6-0 to approve the proposed rezoning on December 4, 2025.

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

Public notices were sent to all property owners within 300 feet of the subject property. The applicant along with City Representative Alejandra Chavez and City Staff met with residents on January 24, 2026.

RELATED CITY POLICIES:

El Paso City Code Title 20 - Zoning, Plan El Paso

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

See attached.

NAME	AMOUNT ($)

ATTACHMENTS:

A. Ordinance
B. Staff Report
C. Contribution Form

FOR MORE INFORMATION:

Luis Zamora, Chief Planner (915) 212-1552 ZamoraLF@elpasotexas.gov

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

SIGNATURE: Philip Etiwe

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

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF TRACT 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.

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 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, 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 **C-3/c (Commercial/conditions)** to **R-3A (Residential)**, 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

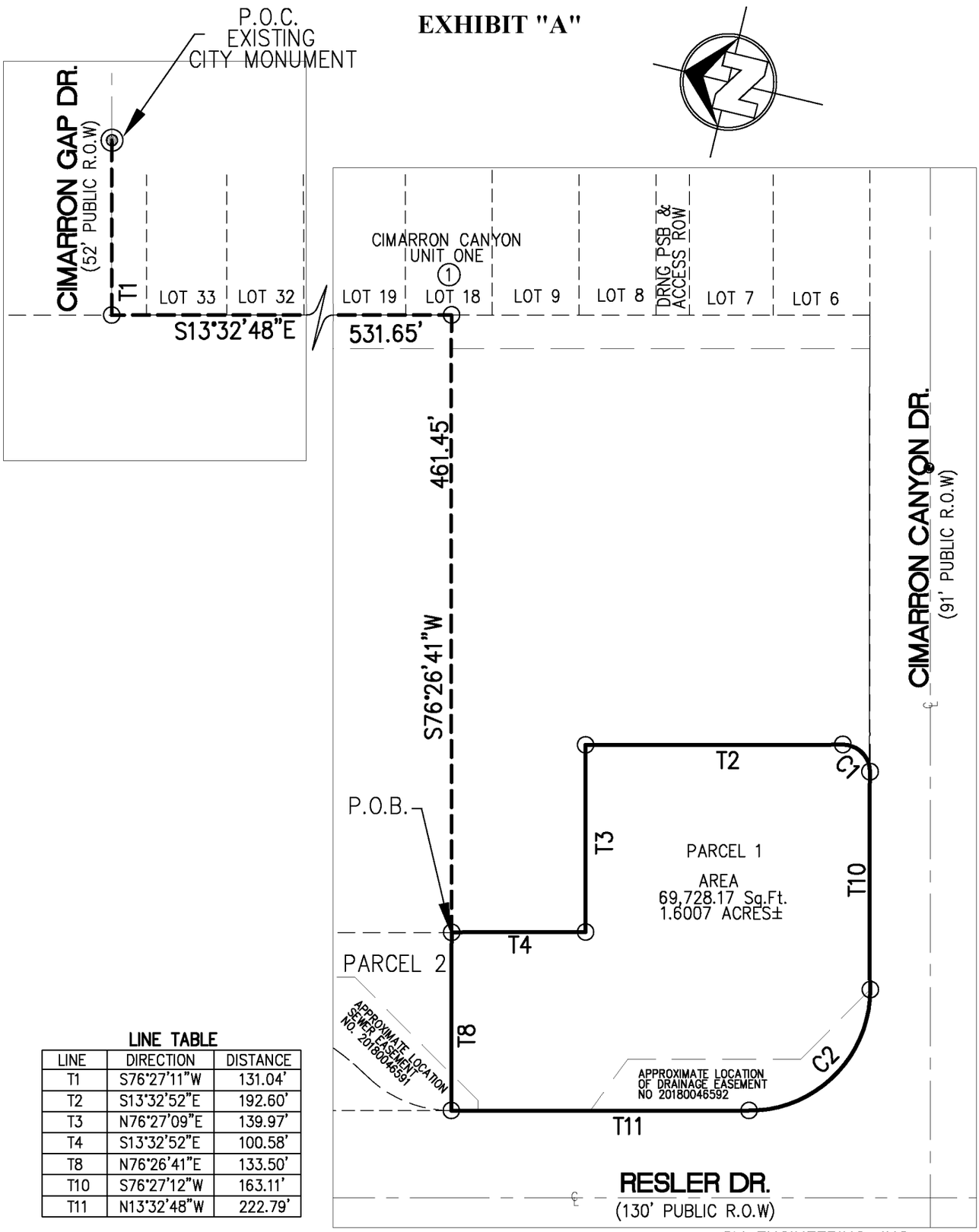
APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

Philip Etiwe
Phillip Etiwe, Director
Planning & Inspections Department

EXHIBIT "A"



LINE TABLE

LINE	DIRECTION	DISTANCE
T1	S76°27'11"W	131.04'
T2	S13°32'52"E	192.60'
T3	N76°27'09"E	139.97'
T4	S13°32'52"E	100.58'
T8	N76°26'41"E	133.50'
T10	S76°27'12"W	163.11'
T11	N13°32'48"W	222.79'

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	20.00'	31.42'	28.29'	S31°27'10"W	90°00'04"
C2	90.37'	141.95'	127.80'	N58°32'48"W	90°00'05"

SLI ENGINEERING, INC.
Reg. No. F-1902
SURVEYING
Reg. No. 100120-00

STATE OF TEXAS
REGISTERED
GUILLERMO LICON
2998
PROFESSIONAL
LAND SURVEYOR

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PLAT OF SURVEY

CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
6600 WESTWIND DRIVE
EL PASO, TEXAS
(915) 584-4457
SLI ENGINEERING, INC.

JOB # 06-25-5269
DRAWN BY: CV CK BY: GH/ET
DATE: 12/18/2025 SCALE: 1"=100'

PARCEL 1
LEGAL DESCRIPTION

PORTION OF TRACT 62-E-2, W H GLENN SURVEY 241 ABST 8425

CITY OF EL PASO, EL PASO COUNTY, TEXAS.

PLAT REFERENCE
VOLUME x PAGE xx

I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND IMPROVEMENT SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998
DATE: 12-22-2025

F:\PROJECTS\CANUTILLO CIMARRON SCHOOL\ZONING\PLAT OF SURVEY 1.dwg, 12/18/2025 5:01:50 PM

PARCEL 1
METES AND BOUNDS DESCRIPTION

Being a portion of Tract 62–E–2, W H GLENN SURV 241 ABST 8425 , El Paso, El paso County, Texas and as described by metes and bounds as follows:

Commencing at a found city monument located at the centerline of Cimarron Gap Drive; Thence South 76°27'11" West, along said centerline, a distance of 131.04 feet to a point lying on the common boundary line of Block 1, CIMARRON CANYON UNIT ONE; Thence, South 13°32'48" East, along said boundary line, a distance of 531.65 feet to a point; Thence South 76°26'41" West, a distance of 461.45 to a point being the northeast corner of the parcel being described, with Northing =360898.65 and Easting =10706320.02 as coordinates, and being considered as the "TRUE POINT OF BEGINNING" of this metes and bounds.

THENCE, South 13°32'52" East, a distance of 100.58 feet to a point for a boundary corner;
THENCE, North 76°27'09" East, a distance of 139.97 feet to a point for a boundary corner;
THENCE, South 13°32'52" East, a distance of 192.60 feet to the beginning of a curve;
Said curve turning to the right through an angle of 90°00'04", having a radius of 20.00 feet, and whose long chord bears South 31°27'10" West, a distance of 28.29 feet to a point of intersection with a non–tangential line;
THENCE, South 76°27'12" West; a distance of 163.11 feet to the beginning of a curve;
Said curve turning to the right through an angle of 90°00'05", having a radius of 90.37 feet, and whose long chord bears North 58°32'48" West, a distance of 127.80 feet;
THENCE, North 13°32'48" West, a distance of 222.79 feet to a point for a boundary corner;
THENCE North 76°26'41" East, a distance of 133.50 feet back to the "TRUE POINT OF BEGINNING" of this description.

Said parcel of land containing 69,728.17 Square Feet (1.6007 Acres) of land, more or less.

SLI ENGINEERING, INC.
Reg. No. F–1902
SURVEYING
Reg. No. 100120–00

STATE OF TEXAS
REGISTERED
GUILLERMO LICON
2998
PROFESSIONAL
LAND SURVEYOR

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METES AND BOUNDS

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CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
6600 WESTWIND DRIVE
EL PASO, TEXAS
(915) 584–4457

SLI ENGINEERING, INC.

JOB # 06–25–5269
DRAWN BY: CV CK BY: GH/ET
DATE: 12/18/2025 SCALE: 1"=100'

PARCEL 1
LEGAL DESCRIPTION

PORTION OF TRACT 62–E–2, W H GLENN SURVEY 241 ABST 8425

CITY OF EL PASO, EL PASO COUNTY, TEXAS.

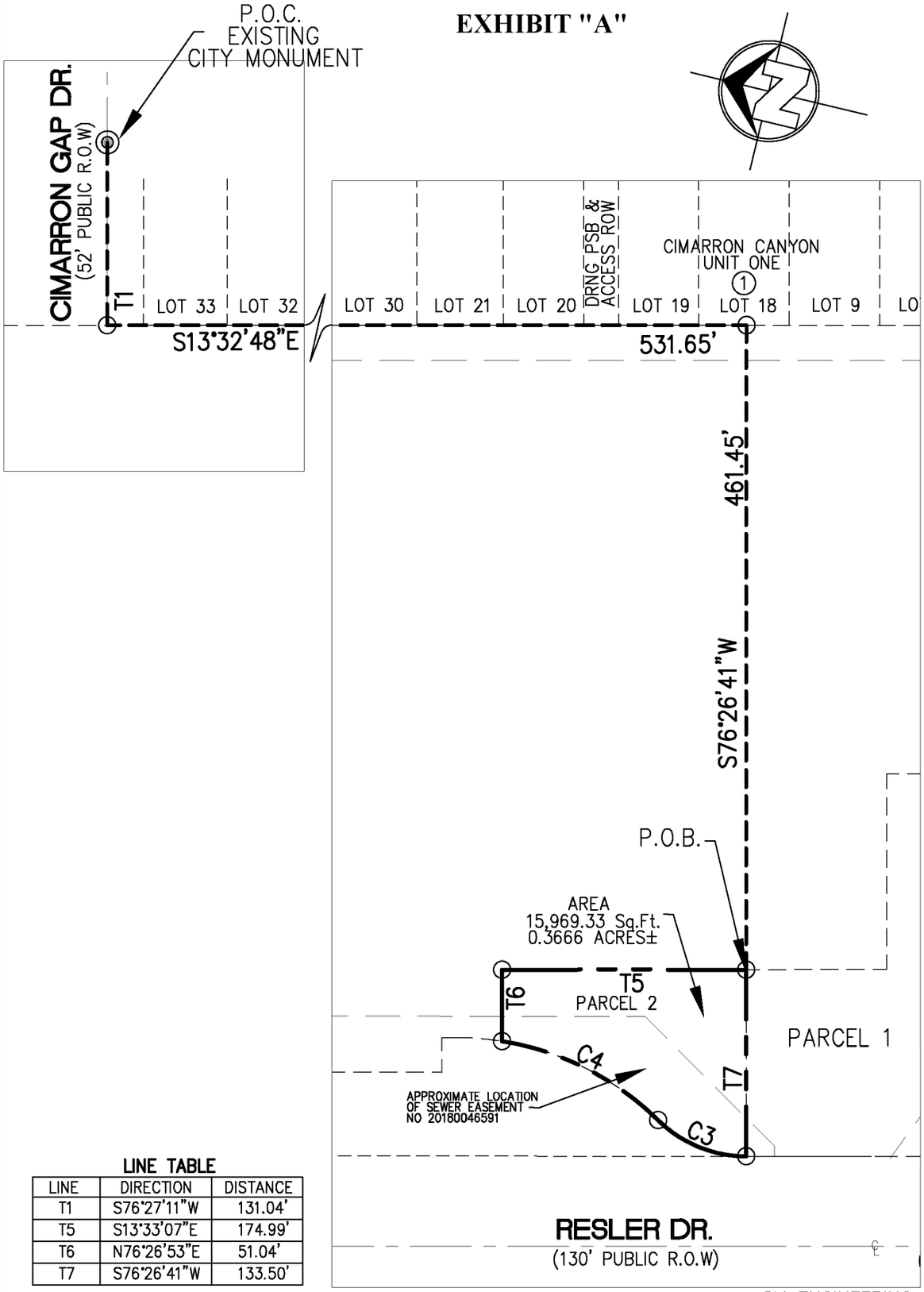
PLAT REFERENCE
VOLUME x PAGE xx

CERTIFICATION
I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND IMPROVEMENT SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998
DATE: 12-22-2025

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EXHIBIT "A"



LINE TABLE

LINE	DIRECTION	DISTANCE
T1	S76°27'11"W	131.04'
T5	S13°33'07"E	174.99'
T6	N76°26'53"E	51.04'
T7	S76°26'41"W	133.50'

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C3	90.00'	70.08'	68.32'	N08°45'30"E	44°36'44"
C4	205.00'	127.30'	125.27'	N13°16'21"E	35°34'49"

SLI ENGINEERING, INC.
Reg. No. F-1902
SURVEYING
Reg. No. 100120-00

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STATE OF TEXAS
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GUILLERMO LICON
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LAND SURVEYOR

PLAT OF SURVEY

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CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
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EL PASO, TEXAS
(915) 584-4457
SLI ENGINEERING, INC.

JOB # 06-25-5269
DRAWN BY: CV CK BY: GH/ET
DATE: 12/18/2025 SCALE: 1"=100'

PARCEL 2
LEGAL DESCRIPTION

PORTION OF TRACT 4-G-2-B-1,
NELLIE D MUNDY SURV #240
CITY OF EL PASO, EL PASO COUNTY, TEXAS.

PLAT REFERENCE
VOLUME x PAGE xx

I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND IMPROVEMENT SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998

DATE: 12-22-2025

F:\PROJECTS\CANUTILLO CIMARRON SCHOOL\ZONING\PLAT OF SURVEY 1.dwg, 12/18/2025 5:04:18 PM

PARCEL 2
METES AND BOUNDS DESCRIPTION

Being a portion of Tract 4-G-2-B-1, NELLIE D MUNDY SURV #240 El Paso, El paso County, Texas and as described by metes and bounds as follows:

Commencing at a found city monument located at the centerline of Cimarron Gap Drive; Thence South 76°27'11" West, along said centerline, a distance of 131.04 feet to a point lying on the common boundary line of Block 1, CIMARRON CANYON UNIT ONE; Thence, South 13°32'48" East, along said boundary line, a distance of 531.65 feet to a point; Thence South 76°26'41" West, a distance of 461.45 to a point being the northeast corner of the parcel being described, with Northing =360898.65 and Easting =10706320.02 as coordinates, and being considered as the "TRUE POINT OF BEGINNING" of this metes and bounds.

THENCE bearing South 76°26'41" West, a distance of 133.50 feet to a point for a boundary corner;
THENCE along a curve to the RIGHT, having a radius of 90.00 feet, a delta angle of 44°36'44", and whose long chord bears North 08°45'30" East, a distance of 68.32 feet ;
THENCE along a curve to the LEFT, having a radius of 205.00 feet, a delta angle of 35°34'49", and whose long chord bears North 13°16'21" East, a distance of 125.27 feet ;
THENCE bearing North 76°26'53" East, a distance of 51.04 feet to a point for a boundary corner;
THENCE bearing South 13°33'07" East, a distance of 174.99 feet back to the "TRUE POINT OF BEGINNING" of this description.

Said parcel of land containing 15,969.33 Square Feet (0.3666 Acres) of land, more or less.

SLI ENGINEERING, INC.
Reg. No. F-1902
SURVEYING
Rea. No. 100120-00

STATE OF TEXAS
REGISTERED
GUILLERMO LICON
2998
PROFESSIONAL
LAND SURVEYOR

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METES AND BOUNDS

CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
6600 WESTWIND DRIVE
EL PASO, TEXAS
(915) 584-4457
SLI ENGINEERING, INC.

JOB # 06-25-5269
DRAWN BY: CV CK BY: GH/ET
DATE: 12/18/2025 SCALE: 1"=100'

PARCEL 2
LEGAL DESCRIPTION

PORTION OF TRACT 4-G-2-B-1,
NELLIE D MUNDY SURV #240
CITY OF EL PASO, EL PASO COUNTY, TEXAS.

PLAT REFERENCE
VOLUME x PAGE xx

I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND IMPROVEMENT SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998

DATE: 12-22-2025

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Resler and Cimarron Canyon

City Plan Commission — December 4, 2025 ***REVISED February 8, 2026***

CASE NUMBER:	**PZRZ25-00022**
CASE MANAGER:	Luis Zamora, (915) 212-1552, ZamoraLF@elpasotexas.gov
PROPERTY OWNER:	Canutillo Independent School District
REPRESENTATIVE:	Nancy Hayes, CSA Design Group
LOCATION:	East of Resler Dr. and North of Cimarron Canyon Dr. (District 1)
PROPERTY AREA:	1.97 acres
REQUEST:	Rezone from C-3 (Commercial) to R-3A (Residential)
RELATED APPLICATIONS:	PZCR25-00004 (Condition Release)
PUBLIC INPUT:	One (1) call of inquiry, one (1) email in support, and six (6) calls, two (2) emails, and one (1) letter in opposition received as of February 8, 2026

SUMMARY OF REQUEST: The applicant requests to rezone the subject property from C-3 (Commercial) to R-3A (Residential) for proposed development of a school.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the request. The proposed rezoning is in character with the surrounding area and is in compliance with the G4, Suburban (Walkable) future land use map designation of *Plan El Paso*, the City's adopted Comprehensive Plan.

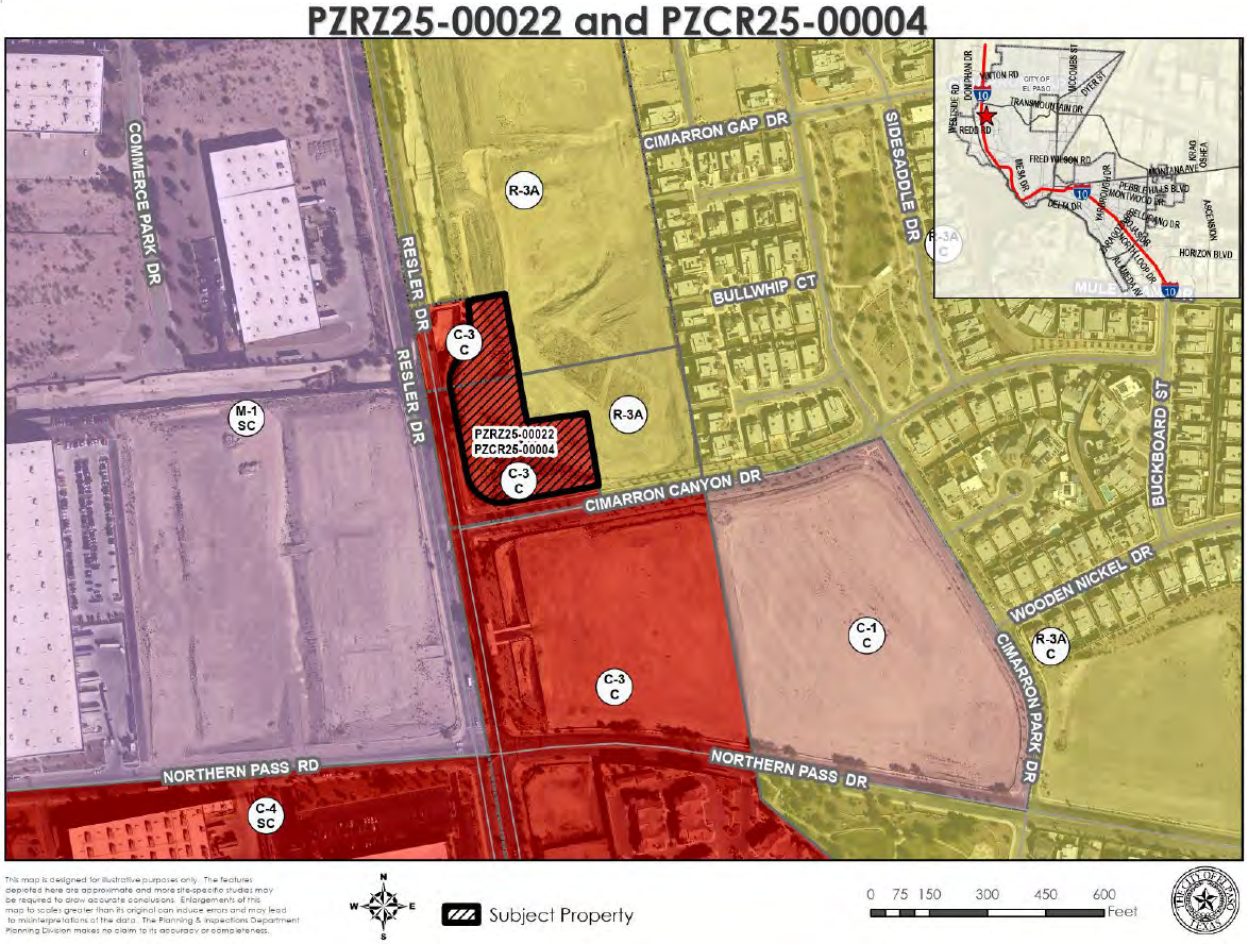


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant requests to rezone the subject property from C-3 (Commercial) to R-3A (Residential) for proposed development of a school. The property is approximately 1.97 acres in size and the conceptual site plan illustrates the subject property being part of a larger development proposed for a middle school with athletic facilities. The site plan is not binding and is not being reviewed for compliance with El Paso City Code. The subject property has access to Resler Drive and Cimarron Canyon Drive.

PREVIOUS CASE HISTORY: City Council approved a rezoning in January 20, 2004 for a large area of land 2 via Ordinance No. 15672 (attachment 3). The subject property is located within Parcel 1 and Parcel 2, with Parcel 1 having been were rezoned from R-3 (Residential) to C-1 (Commercial) and Parcel 2 having been rezoned from R-3 (Residential) to C-3/c (Commercial/conditions). On November 7, 2023, City Council amended the imposed conditions via Ordinance No. 19555 (attachment 5) to the following:

> *The portion of Parcel 1 that will remain commercial zoned shall provide a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion. No landscape buffer shall be required where adjacent to stormwater ponding or open space areas.*

In addition, City Council approved a rezoning in November 7, 2023 for a larger area of land, with the northern portion of the subject property located within Parcel 1, which was rezoned from C-1 (Commercial) to C-3/c (Commercial/conditions). The following condition was imposed on Parcel 1 via Ordinance No. 19554 (attachment 4):

> *That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion. No landscape buffer shall be required where adjacent to stormwater ponding or open space areas.*

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed rezoning request and use is compatible with neighboring properties and zoning districts. Furthermore, the property is proposed to be part of a larger development under the same R-3A (Residential) zoning district. Land immediately abutting the property to the north and east is currently vacant zoned R-3A (Residential). To the south across Cimarron Canyon Drive, land is currently vacant zoned C-3/c (Commercial/conditions). To the west across Resler Drive, land is currently vacant zoned M-1/sc (Light Manufacturing/special contract). The closest school is Reyes Elementary School (0.85 mi.) and the closest park is Cimarron Canyon Park (0.16 mi.).

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **G-4, Suburban (Walkable):** This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses	Yes. The proposed zoning is compatible with G-4, Suburban Future Land Use Map designation per *Plan El Paso*. Permitted uses align with the character of such designation.

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **R-3A (Residential) District:** The purpose of these districts 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 districts will permit primarily single-family and two-family residential areas, and recreational and institutional uses incidental to and serving the neighborhood.	Yes. Property adjacent to the north and east are zoned R-3A (Residential). Furthermore, the subject property is proposed to be part of a larger development with the proposed rezoning request to have the property match the zoning district.
Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.	Yes. The proposed rezoning request will expand the same zoning district of the adjacent property to the north and east into the subject property.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	None. The proposed development is not within any historic district or study area plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve green field or environmentally sensitive land arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is in transition. Properties have been rezoned within the last ten years. Part of the subject property as well as adjacent property were rezoned from C-4/c (Commercial/conditions) and C-1/c (Commercial/conditions) to R-3A (Residential) on November 17, 2023.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	Property is part of a larger development for a new school, which necessitates to be under the same zoning district prior to permitting.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property takes access from both Resler Drive and Cimarron Canyon Drive, designated as a major arterial and a local road, respectively as classified in the City's Major Thoroughfare Plan (MTP) and is appropriate to serve the proposed development. There is as sidewalk present along Cimarron Canyon Drive and a shared-use path along Resler Drive. There are no public transportation routes or facilities within walking distance (0.25 mile). Public transportation facilities are found 0.41 miles away from the subject property along Northern Pass Road near Northwestern Drive.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were received from reviewing departments.

PUBLIC COMMENT: The subject property does not lie within the boundaries of any neighborhood association. Public notice was sent to all property owners within 300 feet of the subject property on November 21, 2025. As of February 8, 2026, the Planning Division has received one (1) call of inquiry, one (1) email in support, and six (6) calls, two (2) emails, and one (1) letter in opposition in opposition to the rezoning and condition release request. The reasoning for the opposition is increased traffic, limited access, safety concerns with the proposed development, and request for the applicant to include residents in the plans for the development.

RELATED APPLICATIONS: There is a condition release application (PZCR25-00004) running concurrently with the rezoning request to release all imposed conditions on the subject property.

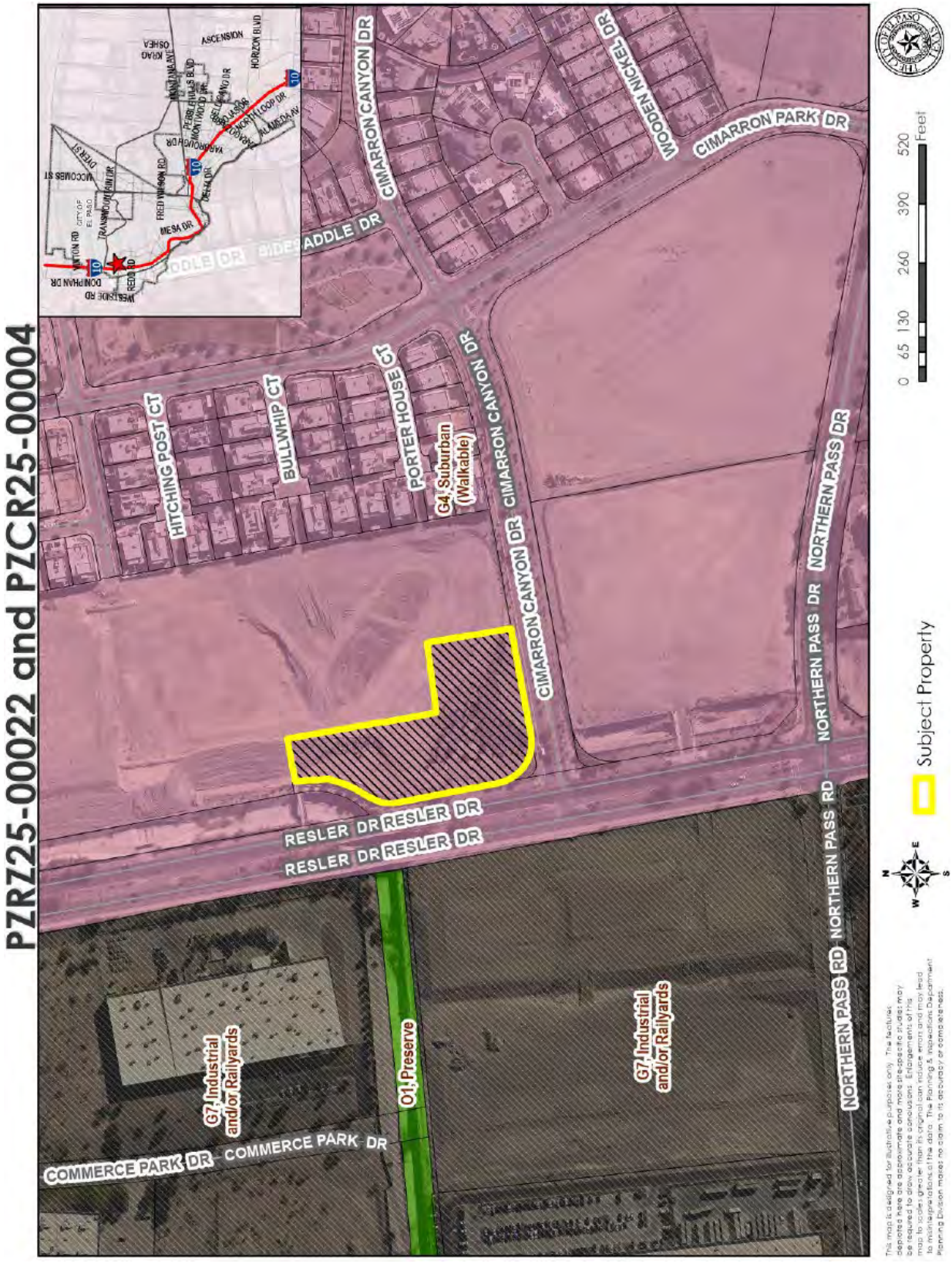
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

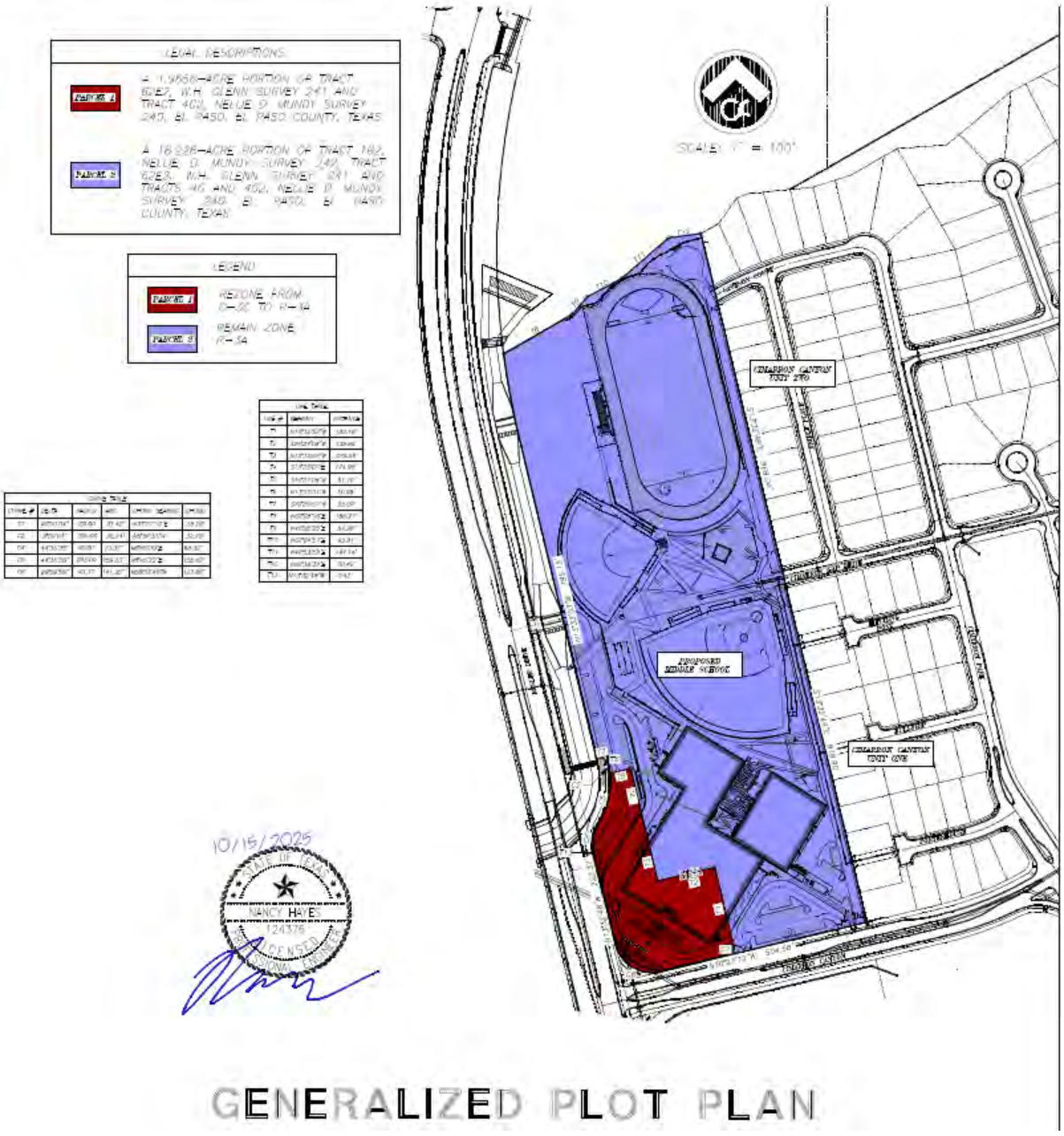
ATTACHMENTS:

1. Future Land Use Map
2. Conceptual Site Plan
3. Ordinance No. 15672
4. Ordinance No. 19554
5. Ordinance No. 19555
6. Department Comments
7. Neighborhood Notification Boundary Map
8. Public Input

ATTACHMENT 1



ATTACHMENT 2



GENERALIZED PLOT PLAN

ATTACHMENT 3

ORDINANCE NO. 15872

AN ORDINANCE CHANGING THE ZONING OF PARCEL 1: A PORTION OF NELLIE D. MUNDY SURVEY NO. 240, NELLIE D. MUNDY SURVEY NO. 242 AND W.H. GLENN SURVEY NO. 241, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-1 (COMMERCIAL), PARCEL 2: A PORTION OF NELLIE D. MUNDY SURVEY NO. 241, NELLIE D. MUNDY SURVEY NO. 242 AND W.H. GLENN SURVEY NO. 241, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL) AND IMPOSING CERTAIN CONDITIONS, PARCEL 3: A PORTION OF S.J. LARKIN SURVEY NO. 264 AND S.J. LARKIN SURVEY NO. 266, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-1 (COMMERCIAL), PARCEL 4: A PORTION OF S.J. LARKIN SURVEY NO. 266, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL TO R-3A (RESIDENTIAL), PARCEL 5: A PORTION OF NELLIE D. MUNDY SURVEY NO. 242 AND S.J. LARKIN SURVEY NO. 266, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-1 (COMMERCIAL), PARCEL 6: A PORTION OF NELLIE D. MUNDY SURVEY NO. 242 AND S.J. LARKIN SURVEY NO. 266, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL) AND IMPOSING CERTAIN CONDITIONS, PARCEL 7: A PORTION OF NELLIE D. MUNDY SURVEY NO. 240 AND NELLIE D. MUNDY SURVEY NO. 242, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO R-3A (RESIDENTIAL) AND IMPOSING CERTAIN CONDITIONS, PARCEL 8: A PORTION OF NELLIE D. MUNDY SURVEY NO. 242, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO R-3A (RESIDENTIAL) AND IMPOSING CERTAIN CONDITIONS, PARCEL 9: A PORTION OF NELLIE D. MUNDY SURVEY NO. 242 AND S.J. LARKIN SURVEY NO. 266, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL) AND IMPOSING CERTAIN CONDITIONS, PARCEL 10: A PORTION OF S.J. LARKIN SURVEY NO. 266, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO A-O (APARTMENT/OFFICE), PARCEL 11: A PORTION OF S.J. LARKIN SURVEY NO. 266, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL) AND IMPOSING CERTAIN CONDITIONS, PARCEL 12: A PORTION OF S.J. LARKIN SURVEY NO. 266, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO R-3A (RESIDENTIAL), AND PARCEL 13: A PORTION OF S.J. LARKIN SURVEY NO. 266, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO R-3A (RESIDENTIAL) AND IMPOSING CERTAIN CONDITIONS. THE PENALTY IS AS PROVIDED IN CHAPTER 20.68 OF THE EL PASO MUNICIPAL CODE.

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

1/21/2004

ORDINANCE NO. 15872 Zoning Case No: ZON03-00046

That the zoning of *Parcels 1 - 13*, as more particularly described by metes and bounds in the attached Exhibit "A", be changed within the meaning of the zoning ordinance, and that the zoning map of the City of El Paso be revised accordingly; as follows:

Parcel 1:	**From R-3 (Residential) to C-1 (Commercial)**
Parcel 2:	**From R-3 (Residential) to C-3/c (Commercial/conditions)**
Parcel 3:	**From R-3 (Residential) to C-1 (Commercial)**
Parcel 4:	**From R-3 (Residential) to R-3A (Residential)**
Parcel 5:	**From R-3 (Residential) to C-1 (Commercial)**
Parcel 6:	**From R-3 (Residential) to C-3/c (Commercial/conditions)**
Parcel 7:	**From R-3 (Residential) to R-3A/c (Residential/conditions)**
Parcel 8:	**From R-3 (Residential) to R-3A/c (Residential/conditions)**
Parcel 9:	**From R-3 (Residential) to C-3/c (Commercial/conditions)**
Parcel 10:	**From R-3 (Residential) to A-O (Apartment/Office)**
Parcel 11:	**From R-3 (Residential) to C-3/c (Commercial/conditions)**
Parcel 12:	**From R-3 (Residential) to R-3A (Residential)**
Parcel 13:	**From R-3 (Residential) to R-3A/c (Residential/conditions)**

That the properties described as **Parcels 2, 6, 9, and 11** be subject to the following conditions which are necessitated by and attributable to the increased intensity of use generated by the change of zoning **from R-3 (Residential) to C-3 (Commercial)** in order to protect the health, safety and welfare of adjacent property owners and the residents of this City:

A ten-foot (10') wide landscaped buffer to include, but not limited to, evergreen trees placed at fifteen (15) feet on center shall be required along the property line where abutting residential or apartment zoning districts. This shall be in addition to the landscaping requirements of Chapter 20.65 of the El Paso Municipal Code and shall be required prior to the issuance of any building permits.

That the properties described as **Parcel 7** be subject to the following conditions which are necessitated by and attributable to the increased intensity of use generated by the change of zoning **from R-3 (Residential) to R-3A (Residential)** in order to protect the health, safety and welfare of adjacent property owners and the residents of this City:

ORDINANCE NO. 15672 **Zoning Case No: ZON03-00046**

1. *Sixty percent (60%) of the land area within Parcel 7 shall not exceed the gross density of the R-3 (Residential) zoning district. The sixty percent (60%) shall be calculated based on the entire acreage within each subdivision plat recorded within this parcel, and shall only count toward the sixty percent (60%) required if the gross density for the subdivision plat does not exceed 7.26 units to the gross acre. Should the gross density exceed 7.26 units per acre, the entire acreage represented within the subdivision plat shall not count toward the sixty percent (60%) requirement stated herein.*

2. *For lots within subdivision plats meeting the density requirements of Condition No. 1, the minimum front yard setback shall be at least twenty-five (25) feet.*

That the properties described as **Parcels 8 and 13** be subject to the following conditions which are necessitated by and attributable to the increased intensity of use generated by the change of zoning **from R-3 (Residential) to R-3A (Residential)** in order to protect the health, safety and welfare of adjacent property owners and the residents of this City:

The land area within these parcels shall not exceed the gross density of the R-3 (Residential) zoning district.

These conditions shall run with the land, are a charge and servitude thereon, and bind the current property owner and any successors in title. The City may enforce these conditions by injunction, by rescission of the zoning which is made appropriate as a result of these conditions, or by any other legal or equitable remedy. The City Council of the City of El Paso may amend or release the above conditions in its discretion without the consent of any third person who may be benefited thereby, and without affecting the validity of this Ordinance.

PASSED AND APPROVED this 20th day of **January, 2004.**

(signatures on the next page)

ORDINANCE NO. 15672 **Zoning Case No: ZON03-00046**

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO CONTENT:

Fred Lopez, Zoning Coordinator
Planning, Research & Development

Rodolfo Valdez, Chief Urban Planner
Planning, Research & Development

Acknowledgment

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 23rd day of January, 2004, by **JOE WARDY** as **MAYOR** of **THE CITY OF EL PASO**.

My Commission Expires:

DONNA MARIE MARTINEZ
NOTARY PUBLIC
STATE OF TEXAS
My commission expires
November 01, 2005

Notary Public, State of Texas
Notary's Printed or Typed Name:

ORDINANCE NO. 15672

Zoning Case No: ZON03-00046

ATTACHMENT 4

Doc # 20230083443

47

ORDINANCE NO. 019554

AN ORDINANCE CHANGING THE ZONING OF THE FOLLOWING REAL PROPERTY KNOWN AS: PARCEL 1: A 0.367-ACRE PORTION OF TRACT 62E2, W.H. GLENN SURVEY 241 AND TRACT 4G2, NELLIE D. MUNDY SURVEY 240, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM C-1 (COMMERCIAL) TO C-3 (COMMERCIAL) AND, PARCEL 2: A 18.228-ACRE PORTION OF TRACT 1B2, NELLIE D. MUNDY SURVEY 242, TRACT 62E2, W.H. GLENN SURVEY 241 AND TRACTS 4G AND 4G2, NELLIE D, MUNDY SURVEY 240, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM C-1 (COMMERCIAL), C-3/C (COMMERCIAL/CONDITIONS), AND C-4/C (COMMERCIAL/CONDITIONS) TO R-3A (RESIDENTIAL); AND IMPOSING A CONDITION. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of Parcel 1: **A 0.367-acre portion of Tract 62E2, W.H. Glenn Survey 241 and Tract 4G2, Nellie D. Mundy Survey 240**, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached **Exhibit "A"**, incorporated by reference; and, Parcel 2: **A 18.228-acre portion of Tract 1B2, Nellie D. Mundy Survey 242, Tract 62E2, W.H. Glenn Survey 241 and Tracts 4G and 4G2, Nellie D. Mundy Survey 240**, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached **Exhibit "B"**, incorporated by reference; be changed as listed for **PARCEL 1: FROM C-1 (COMMERCIAL)** TO **C-3 (COMMERCIAL); AND PARCEL 2: FROM C-1 (COMMERCIAL), C-3/c (COMMERCIAL/ CONDITIONS), AND C-4/C (COMMERCIAL/CONDITIONS)** TO **R-3A (RESIDENTIAL),** as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above as Parcel 1 be subject to the following condition which is necessitated by and attributable to the increased intensity of use generated by the change of zoning in order to protect the health, safety and welfare of the residents of the City:

That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion. No landscape buffer shall be required where adjacent to stormwater ponding or open space areas.

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 7 day of NOVEMBER, 2023.

THE CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russell Abeln
Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

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

(Exhibits on the following pages)

Doc # 20230083443
#Pages 7 #NFPages 1
11/14/2023 09:19 AM
Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees $50.00

eRecorded

I hearby certify that this instrument was filed on the date and time stamped heron by me and was duly recorded by document number in the Offical Public Records of real Property in El Paso County.

EL PASO COUNTY, TEXAS

EXHIBIT "A"

Property description: A 0.367-acre portion of Tract 62E2, W.H. Glenn Survey 241 and Tract 4G2, Nellie D. Mundy Survey 240, El Paso, El Paso County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a 0.367-acre portion of Tract 62E2, W.H. Glenn Survey 241 and Tract 4G2, Nellie D. Mundy Survey 240, El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

COMMENCING at the common most westerly corner of Cimarron Canyon Unit One (Clerk's File No. 20180052184, Plat Records, El Paso County, Texas) and Cimarron Canyon Unit Two (Clerk's File No: 20220003665, Plat Records, El Paso County, Texas); Thence, South 13°32'48" East, along the westerly boundary of Cimarron Canyon Unit One, a distance of 818.90 feet to the north right-of-way of Cimarron Canyon Drive (varied-width right-of-way; Cimarron Canyon Unit One); Thence, South 76°27'12" West, along said right-of-way, a distance of 341.47 feet; Thence, 31.42 feet along the arc of a curve to the left, having a radius of 20.00 feet, a central angle of 90°00'04" and a chord which bears North 31°27'10" East, a distance of 28.28 feet; Thence, North 13°32'52" West, a distance of 192.18 feet; Thence, South 76°27'08" West, a distance of 139.96 feet; Thence, North 13°33'07" West, a distance of 100.58 feet to the northerly boundary of that certain parcel of land described January 20, 2004, in Book 4825, Page 1944, Parcel 1, Deed Records, El Paso County, Texas, for the **POINT OF BEGINNING** of this description;

THENCE, South 76°26'41" West, along said boundary, a distance of 133.50 feet to the east right-of-way of Resler Drive (varied width right-of-way; January 8, 2002, Book 4158, Page 910, Deed Records, El Paso County, Texas);

THENCE, along said right-of-way the following courses and distances:

North 13°32'48" West, a distance of 0.42 feet;

70.07 feet along the arc of a curve to the right, having a radius of 90.00 feet, a central angle of 44°36'35", and a chord which bears North 8°45'30" East, a distance of 68.32 feet;

126.89 feet along the arc of a curve to the left, having a radius of 205.00 feet, a central angle of 35°27'50", and a chord which bears North 13°19'53" East, a distance of 124.87 feet;

THENCE, North 76°27'08" East, a distance of 51.10 feet;

THENCE, South 13°33'07" East, a distance of 174.98 feet to the **POINT OF BEGINNING** of this description.

Said parcel of land contains 0.367 acres (16,003 square feet) of land more or less.

NOTE: THIS DESCRIPTION IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY.

ROBERT SEIPEL ASSOCIATES, INC.
Professional Land Surveyors
Texas Reg. Surveying Firm 10060500



Mark U. Balansay, R.P.L.S. 6489
President
Texas License No. 6489

Job Number 22-0009B
January 19, 2023

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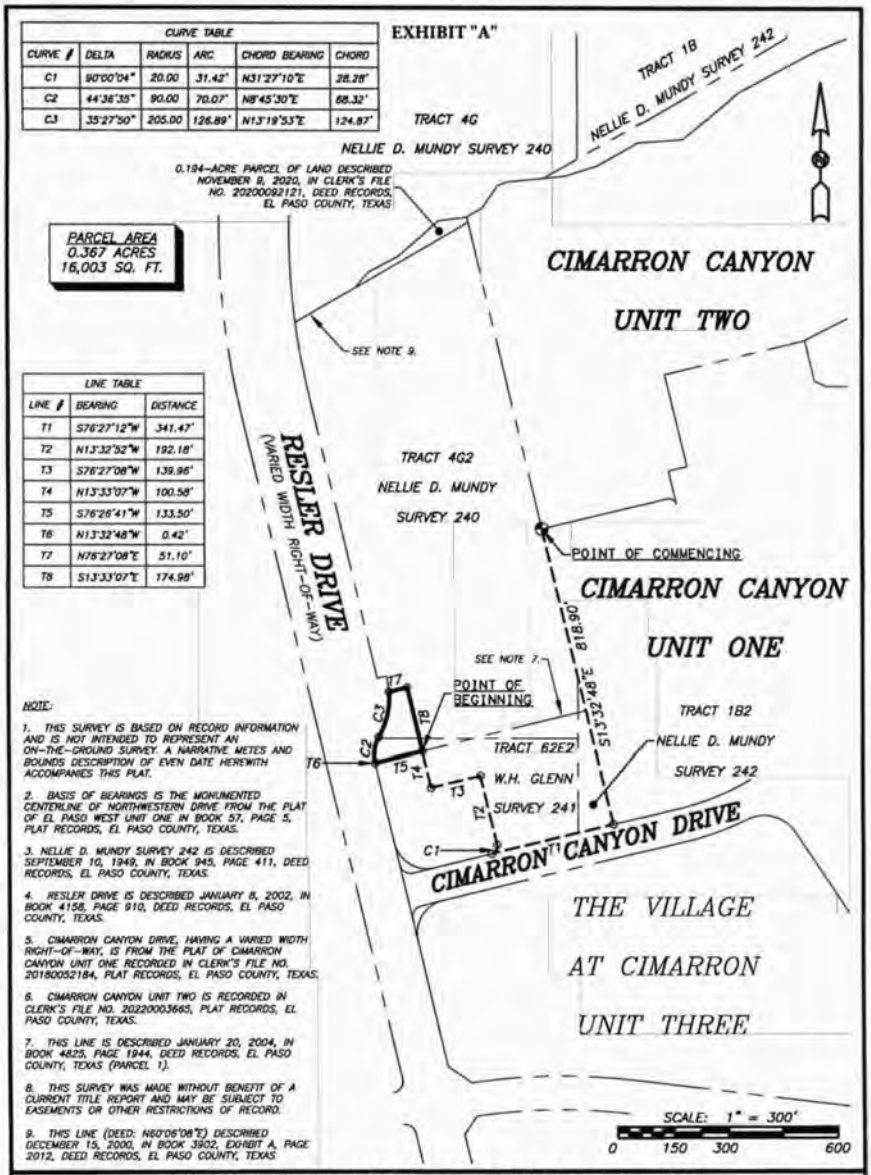

EXHIBIT "A"
CURVE TABLE
CURVE # | DELTA | RADIUS | ARC | CHORD BEARING | CHORD
C1 | 90°00'04" | 20.00 | 31.42' | N31°27'10"E | 28.28'
C2 | 44°36'35" | 90.00 | 70.07' | N8°45'30"E | 68.32'
C3 | 35°27'50" | 205.00 | 126.89' | N13°19'53"E | 124.87'
LINE TABLE
LINE # | BEARING | DISTANCE
T1 | S76°27'12"W | 341.47'
T2 | N13°32'52"W | 192.18'
T3 | S76°27'08"W | 139.96'
T4 | N13°33'07"W | 100.58'
T5 | S76°26'41"W | 133.50'
T6 | N13°32'48"W | 0.42'
T7 | N76°27'08"E | 51.10'
T8 | S13°33'07"E | 174.98'
PARCEL AREA
0.367 ACRES
16,003 SQ. FT.
TRACT 1B
NELLIE D. MUNDY SURVEY 242
TRACT 4G
NELLIE D. MUNDY SURVEY 240
0.194-ACRE PARCEL OF LAND DESCRIBED NOVEMBER 9, 2020, IN CLERK'S FILE NO. 20200092121, DEED RECORDS, EL PASO COUNTY, TEXAS
CIMARRON CANYON UNIT TWO
SEE NOTE 9.
RESLER DRIVE
(VARIED WIDTH RIGHT-OF-WAY)
TRACT 4G2
NELLIE D. MUNDY SURVEY 240
POINT OF COMMENCING
CIMARRON CANYON UNIT ONE
818.90'
S13°32'48"E
SEE NOTE 7.
POINT OF BEGINNING
TRACT 1B2
NELLIE D. MUNDY SURVEY 242
TRACT 62E2
W.H. GLENN SURVEY 241
CIMARRON CANYON DRIVE
THE VILLAGE AT CIMARRON UNIT THREE
SCALE: 1" = 300'
0 150 300 600
NOTE:
1. THIS SURVEY IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY. A NARRATIVE METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS PLAT.
2. BASIS OF BEARINGS IS THE MONUMENTED CENTERLINE OF NORTHWESTERN DRIVE FROM THE PLAT OF EL PASO WEST UNIT ONE IN BOOK 57, PAGE 5, PLAT RECORDS, EL PASO COUNTY, TEXAS.
3. NELLIE D. MUNDY SURVEY 242 IS DESCRIBED SEPTEMBER 10, 1949, IN BOOK 945, PAGE 411, DEED RECORDS, EL PASO COUNTY, TEXAS.
4. RESLER DRIVE IS DESCRIBED JANUARY 8, 2002, IN BOOK 4158, PAGE 910, DEED RECORDS, EL PASO COUNTY, TEXAS.
5. CIMARRON CANYON DRIVE, HAVING A VARIED WIDTH RIGHT-OF-WAY, IS FROM THE PLAT OF CIMARRON CANYON UNIT ONE RECORDED IN CLERK'S FILE NO. 20180052184, PLAT RECORDS, EL PASO COUNTY, TEXAS.
6. CIMARRON CANYON UNIT TWO IS RECORDED IN CLERK'S FILE NO. 20220003685, PLAT RECORDS, EL PASO COUNTY, TEXAS.
7. THIS LINE IS DESCRIBED JANUARY 20, 2004, IN BOOK 4825, PAGE 1944, DEED RECORDS, EL PASO COUNTY, TEXAS (PARCEL 1).
8. THIS SURVEY WAS MADE WITHOUT BENEFIT OF A CURRENT TITLE REPORT AND MAY BE SUBJECT TO EASEMENTS OR OTHER RESTRICTIONS OF RECORD.
9. THIS LINE (DEED: N60°06'08"E) DESCRIBED DECEMBER 15, 2000, IN BOOK 3902, EXHIBIT A, PAGE 2012, DEED RECORDS, EL PASO COUNTY, TEXAS.
ROBERT SEIPEL ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1845 NORTHWESTERN DR. SUITE C EL PASO, TX 79912 915-877-1928
STATE OF TEXAS REGISTERED MARK U. BALANSAY 6459 PROFESSIONAL LAND SURVEYOR
A 0.367-ACRE PORTION OF TRACT 62E2, W.H. GLENN SURVEY 241 AND TRACT 4G2, NELLIE D. MUNDY SURVEY 240, EL PASO, EL PASO COUNTY, TEXAS.
TEXAS REG. SURVEYING FIRM 10060500
DATE: 01-19-23
SCALE: 1" = 300'
DRAWN BY: MJB
CHK'D BY: MJB
FB: ~
FILE #: 22-0009B
REVISED:
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EXHIBIT "B"

Property description: A 18.228-acre portion of Tract 1B2, Nellie D. Mundy Survey 242, Tract 62E2, W.H. Glenn Survey 241 and Tracts 4G and 4G2, Nellie D. Mundy Survey 240, El Paso, El Paso County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a 18.228-acre portion of Tract 1B2, Nellie D. Mundy Survey 242 (September 10, 1949, Book 945, Page 411, Deed Records, El Paso County, Texas), Tract 62E2, W.H. Glenn Survey 241 and Tracts 4G and 4G2, Nellie D. Mundy Survey 240, El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

COMMENCING at the common most westerly corner of Cimarron Canyon Unit One (Clerk's File No. 20180052184, Plat Records, El Paso County, Texas) and Cimarron Canyon Unit Two (Clerk's File No. 20220003665, Plat Records, El Paso County, Texas) and the **POINT OF BEGINNING** of this description;

THENCE, South 13°32'48" East, along the westerly boundary of Cimarron Canyon Unit One, a distance of 818.90 feet to the north right-of-way of Cimarron Canyon Drive (varied-width right-of-way; Cimarron Canyon Unit One);

THENCE, South 76°27'12" West, along said right-of-way, a distance of 341.47 feet;

THENCE, 31.42 feet along the arc of a curve to the left, having a radius of 20.00 feet, a central angle of 90°00'04" and a chord which bears North 31°27'10" East, a distance of 28.28 feet;

THENCE, North 13°32'52" West, a distance of 192.18 feet;

THENCE, South 76°27'08" West, a distance of 139.96 feet;

THENCE, North 13°33'07" West, a distance of 275.56 feet;

THENCE, South 76°27'08" West, a distance of 51.10 feet to the east right-of-way of Resler Drive (varied width right-of-way; January 8, 2002, Book 4158, Page 910, Deed Records, El Paso County, Texas);

THENCE, along said right-of-way the following courses and distances:

32.74 feet along the arc of a curve to the left, having a radius of 205.00 feet, a central angle of 9°09'01" and a chord which bears North 8°58'33" West, a distance of 32.70 feet;

North 13°33'03" West, a distance of 10.99 feet;

South 76°26'57" West, a distance of 25.00 feet;

North 13°33'03" West, a distance of 789.15 feet;

198.69 feet along the arc of a curve to the right, having a radius of 1875.00 feet, a central angle of 6°04'17" and a chord which bears North 10°30'55" West, a distance of 198.59 feet to the northerly boundary of that certain parcel of land described December 15, 2000, in Book 3902, Page 2012, Exhibit A, Deed Records, El Paso County, Texas;

THENCE, North 60°08'16" East (Deed: North 60°06'08" East) along said boundary, a distance of 188.27 feet to the northerly boundary of that 0.194-acre parcel of land described November 9, 2020, in Clerk's File No. 20200092121, Deed Records, El Paso County, Texas;

THENCE, along said boundary the following courses and distances:

North 40°25'25" East, a distance of 54.96 feet;

North 62°04'57" East, a distance of 93.91 feet;

North 48°53'58" East, a distance of 147.14 feet;

North 82°38'32" East, a distance of 78.42 feet to the westerly boundary of Cimarron Canyon Unit Two;

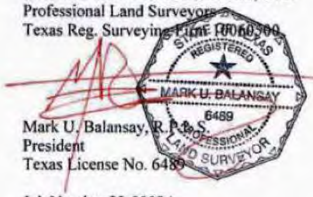
THENCE, South 13°32'48" East, along said boundary, a distance of 868.04 feet to the **POINT OF BEGINNING** of this description.

Said parcel of land contains 18.228 acres (794,011 square feet) of land more or less.

NOTE: THIS DESCRIPTION IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY.

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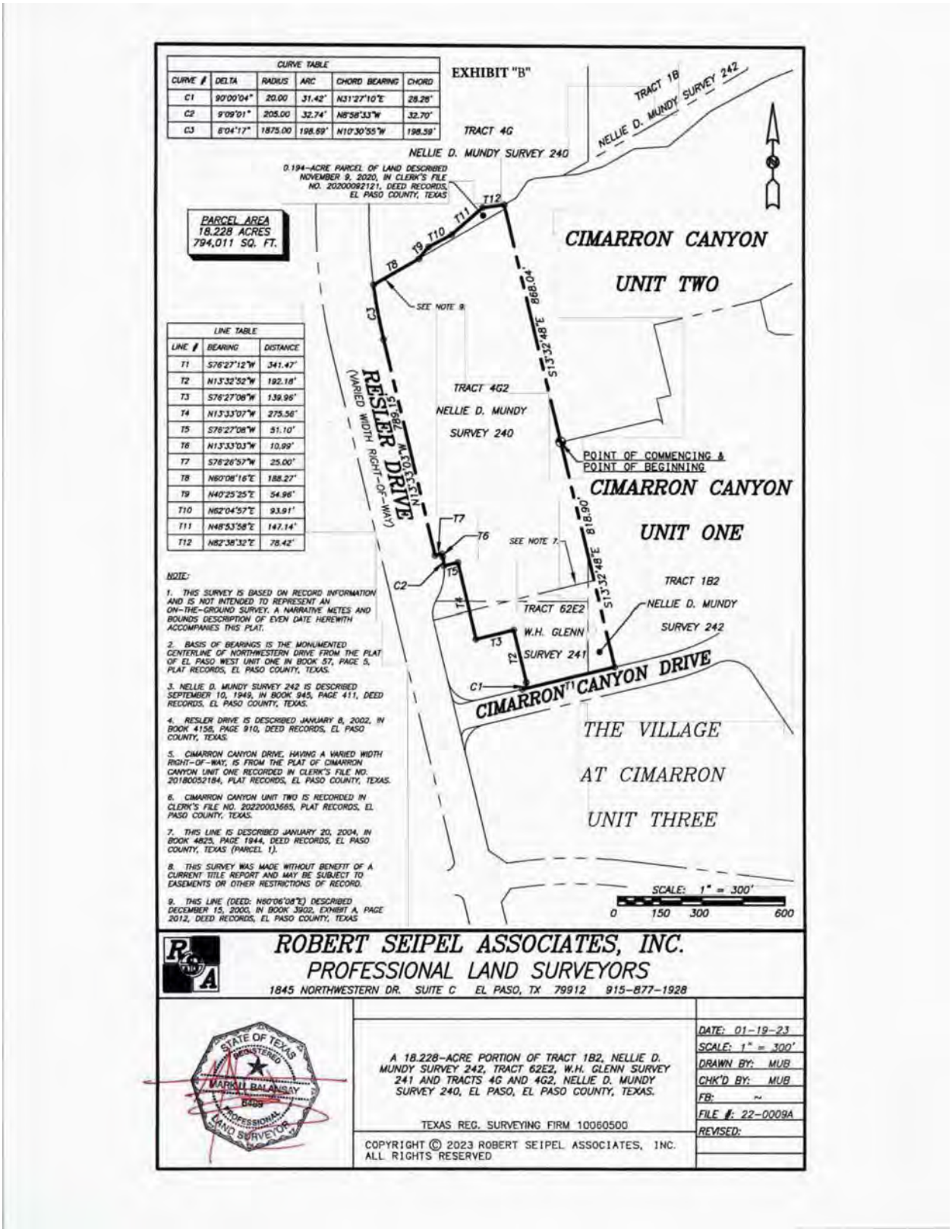
ROBERT SEIPEL ASSOCIATES, INC.
Professional Land Surveyors
Texas Reg. Surveying Firm 10060300



Mark U. Balansay, R.P.L.S.
President
Texas License No. 6489

Job Number 22-0009A
January 19, 2023

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EXHIBIT "B"
CURVE TABLE
CURVE # | DELTA | RADIUS | ARC | CHORD BEARING | CHORD
C1 | 90°00'04" | 20.00 | 31.42' | N31°27'10"E | 28.28'
C2 | 9°09'01" | 205.00 | 32.74' | N8°58'33"W | 32.70'
C3 | 6°04'17" | 1875.00 | 198.69' | N10°30'55"W | 198.59'
LINE TABLE
LINE # | BEARING | DISTANCE
T1 | S76°27'12"W | 341.47'
T2 | N13°32'52"W | 192.18'
T3 | S76°27'08"W | 139.96'
T4 | N13°33'07"W | 275.56'
T5 | S76°27'08"W | 51.10'
T6 | N13°33'03"W | 10.99'
T7 | S76°26'57"W | 25.00'
T8 | N60°08'16"E | 188.27'
T9 | N40°25'25"E | 54.96'
T10 | N62°04'57"E | 93.91'
T11 | N48°53'58"E | 147.14'
T12 | N82°38'32"E | 78.42'
PARCEL AREA
18.228 ACRES
794,011 SQ. FT.
0.194-ACRE PARCEL OF LAND DESCRIBED NOVEMBER 9, 2020, IN CLERK'S FILE NO. 20200092121, DEED RECORDS, EL PASO COUNTY, TEXAS
TRACT 1B
NELLIE D. MUNDY SURVEY 242
TRACT 4G
NELLIE D. MUNDY SURVEY 240
CIMARRON CANYON
UNIT TWO
SEE NOTE 9
868.04'
S13°32'48"E
TRACT 4G2
NELLIE D. MUNDY
SURVEY 240
POINT OF COMMENCING &
POINT OF BEGINNING
CIMARRON CANYON
UNIT ONE
818.90'
S13°32'48"E
SEE NOTE 7
TRACT 1B2
NELLIE D. MUNDY
SURVEY 242
TRACT 62E2
W.H. GLENN
SURVEY 241
RESLER DRIVE
(VARIED WIDTH RIGHT-OF-WAY)
S76°27'08"W 1988.47'
CIMARRON CANYON DRIVE
THE VILLAGE
AT CIMARRON
UNIT THREE
SCALE: 1" = 300'
0 150 300 600
NOTE:
1. THIS SURVEY IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY. A NARRATIVE METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS PLAT.
2. BASIS OF BEARINGS IS THE MONUMENTED CENTERLINE OF NORTHWESTERN DRIVE FROM THE PLAT OF EL PASO WEST UNIT ONE IN BOOK 57, PAGE 5, PLAT RECORDS, EL PASO COUNTY, TEXAS.
3. NELLIE D. MUNDY SURVEY 242 IS DESCRIBED SEPTEMBER 10, 1949, IN BOOK 945, PAGE 411, DEED RECORDS, EL PASO COUNTY, TEXAS.
4. RESLER DRIVE IS DESCRIBED JANUARY 8, 2002, IN BOOK 4158, PAGE 910, DEED RECORDS, EL PASO COUNTY, TEXAS.
5. CIMARRON CANYON DRIVE, HAVING A VARIED WIDTH RIGHT-OF-WAY, IS FROM THE PLAT OF CIMARRON CANYON UNIT ONE RECORDED IN CLERK'S FILE NO. 20180052184, PLAT RECORDS, EL PASO COUNTY, TEXAS.
6. CIMARRON CANYON UNIT TWO IS RECORDED IN CLERK'S FILE NO. 20220003665, PLAT RECORDS, EL PASO COUNTY, TEXAS.
7. THIS LINE IS DESCRIBED JANUARY 20, 2004, IN BOOK 4825, PAGE 1944, DEED RECORDS, EL PASO COUNTY, TEXAS (PARCEL 1).
8. THIS SURVEY WAS MADE WITHOUT BENEFIT OF A CURRENT TITLE REPORT AND MAY BE SUBJECT TO EASEMENTS OR OTHER RESTRICTIONS OF RECORD.
9. THIS LINE (DEED: N60°06'08"E) DESCRIBED DECEMBER 15, 2000, IN BOOK 3902, EXHIBIT A, PAGE 2012, DEED RECORDS, EL PASO COUNTY, TEXAS
ROBERT SEIPEL ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1845 NORTHWESTERN DR. SUITE C EL PASO, TX 79912 915-877-1928
STATE OF TEXAS
REGISTERED
MARKUS BALANSAY
6409
PROFESSIONAL
LAND SURVEYOR
A 18.228-ACRE PORTION OF TRACT 1B2, NELLIE D. MUNDY SURVEY 242, TRACT 62E2, W.H. GLENN SURVEY 241 AND TRACTS 4G AND 4G2, NELLIE D. MUNDY SURVEY 240, EL PASO, EL PASO COUNTY, TEXAS.
TEXAS REG. SURVEYING FIRM 10060500
DATE: 01-19-23
SCALE: 1" = 300'
DRAWN BY: MJB
CHK'D BY: MJB
FB: ~
FILE #: 22-0009A
REVISED:
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ATTACHMENT 5

Doc # 20230083442

48

ORDINANCE NO. 019555

AN ORDINANCE AMENDING A CONDITION PLACED ON PARCEL 1 BY ORDINANCE NO. 15672 WHICH CHANGED THE ZONING OF A 4.32-ACRE PORTION OF TRACT 1B2, NELLIE D. MUNDY SURVEY 242, TRACT 62E2, W.H. GLENN SURVEY 241 AND TRACT 4G2, NELLIE D. MUNDY SURVEY 240, CITY OF EL PASO, EL PASO COUNTY, TEXAS, AND WHICH IMPOSED A CONDITION, AND RELEASING ALL CONDITIONS PLACED ON PARCEL 2 BY ORDINANCE NO. 15708 WHICH CHANGED THE ZONING OF A 0.194-ACRE PORTION OF TRACT 4G, NELLIE D. MUNDY SURVEY 240, CITY OF EL PASO, EL PASO COUNTY, TEXAS, AND WHICH IMPOSED A CONDITION. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, the zoning of Parcel 1 described as *a 4.232-acre portion of Tract 1B2, Nellie D. Mundy Survey 242, Tract 62E2, W.H. Glenn Survey 241 and Tract 4G2, Nellie D. Mundy Survey 240, City of El Paso, El Paso County, Texas,* was changed by Ordinance No. 15672 approved by City Council on January 20, 2004; and,

WHEREAS, the zoning of Parcel 2 described as a *0.194-acre portion of Tract 4G, Nellie D. Mundy Survey 240, City of El Paso, El Paso County, Texas,* was changed by Ordinance No. 15708 approved by City Council on March 2, 2004; and,

WHEREAS, placement of such conditions was necessitated by and attributable to the increased intensity of use generated by the change of zoning; and,

WHEREAS, the owner (applicant) submitted an application requesting a condition amendment and the removal of all conditions because these conditions have been satisfied or are current requirement of the City Code; and,

WHEREAS, a public hearing regarding removal of the conditions was held before the City Plan Commission, and the Commission recommended approval of the release of all conditions and approval of the amendment; and,

WHEREAS, the City Council of the City of El Paso has determined that the release and amendment of certain conditions will protect the best interest, health, safety, and welfare of the public in general.

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

1. That all of the zoning conditions imposed by Ordinance No. 15672 approved by City Council on January 20, 2004, on Parcel 1 identified in **Exhibit "A"** be amended to read as follows:

The portion of Parcel 1 that will remain commercial zoned shall provide a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion. No landscape buffer shall be required where adjacent to stormwater ponding or open space areas; and,

2. That all of the zoning conditions imposed by Ordinance No. 15708 approved by City Council on March 2, 2004, on Parcel 2 identified in **Exhibit "B"** be released because the conditions have been satisfied and are no longer necessary, or are current requirements of the City Code.

Conditions as follows:
A ten (10) foot wide landscaped buffer to include, but not limited to, evergreen trees placed at fifteen (15) feet on center shall be required along any property line abutting residential or apartment zoning districts, except where abutting el paso natural gas company right - of -way, or a twenty-five (25) foot setback shall be required where abutting residential or apartment zoning districts. This shall be in addition to the landscaping requirements of the chapter 20.65 of the El Paso City Code and shall be required prior to the issuance of any building permits.

ADOPTED this 7 day of NOVEMBER, 2023

THE CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. 019555
#168960 / 11-1007-071 / Zoning Condition Release

Zoning Case No: PZCR23-00002

Doc # 20230083442
#Pages 6 #NFPages 1
11/14/2023 09:19 AM
Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees $46.00

eRecorded

I hearby certify that this instrument was filed on the date and time stamped heron by me and was duly recorded by document number in the Offical Public Records of real Property in El Paso County.

EL PASO COUNTY, TEXAS

EXHIBIT "A"

Property description: A 4.232-acre portion of Tract 1B2, Nellie D. Mundy Survey 242, Tract 62E2, W.H. Glenn Survey 241 and Tract 4G2, Nellie D. Mundy Survey 240, El Paso, El Paso County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a 4.232-acre portion of Tract 1B2, Nellie D. Mundy Survey 242 (September 10, 1949, Book 945, Page 411, Deed Records, El Paso County, Texas), Tract 62E2, W.H. Glenn Survey 241 and Tract 4G2, Nellie D. Mundy Survey 240, El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

COMMENCING at the common most westerly corner of Cimarron Canyon Unit One (Clerk's File No. 20180052184, Plat Records, El Paso County, Texas) and Cimarron Canyon Unit Two (Clerk's File No. 20220003665, Plat Records, El Paso County, Texas); Thence, South 13°32'48" East, along the westerly boundary of Cimarron Canyon Unit One, a distance of 506.07 feet to the **POINT OF BEGINNING** of this description;

THENCE, South 13°32'48" East, continuing along said boundary, a distance of 312.83 feet to the north right-of-way of Cimarron Canyon Drive (varied-width right-of-way; Cimarron Canyon Unit One)

THENCE, South 76°27'12" West, along said right-of-way, a distance of 504.58 feet the the northerly boundary of Lot 1, Block 15, Cimarron Canyon Unit One;

THENCE, 141.95 feet continuing along said boundary and along the arc of a curve to the right, having a radius of 90.37 feet, a central angle of 89°59'59", and a chord which bears North 58°32'48"West, a distance of 127.80 feet to the east right-of-way of Resler Drive (varied width right-of-way; January 8, 2002, Book 4158, Page 910, Deed Records, El Paso County, Texas);

THENCE, North 13°32'48" West, along said right-of-way, a distance of 222.38 feet to the southerly boundary of that certain parcel of land described January 20, 2004, in Book 4825, Page 1944, Deed Records, El Paso County, Texas;

THENCE, North 76°26'41" East, along said boundary, a distance of 594.95 feet to the **POINT OF BEGINNING** of this description.

Said parcel of land contains 4.232 acres (184,343 square feet) of land more or less.

NOTE: THIS DESCRIPTION IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY.

ROBERT SEIPEL ASSOCIATES, INC.
Professional Land Surveyors
Texas Reg. Surveying Firm 10060500

STATE OF TEXAS REGISTERED MARKUS BALANSAY 6489 PROFESSIONAL LICENSED SURVEYOR

Mark U. Ballinsay, R.P.L.S.
President
Texas License No. 6489

Job Number 22-0009D
April 27, 2023

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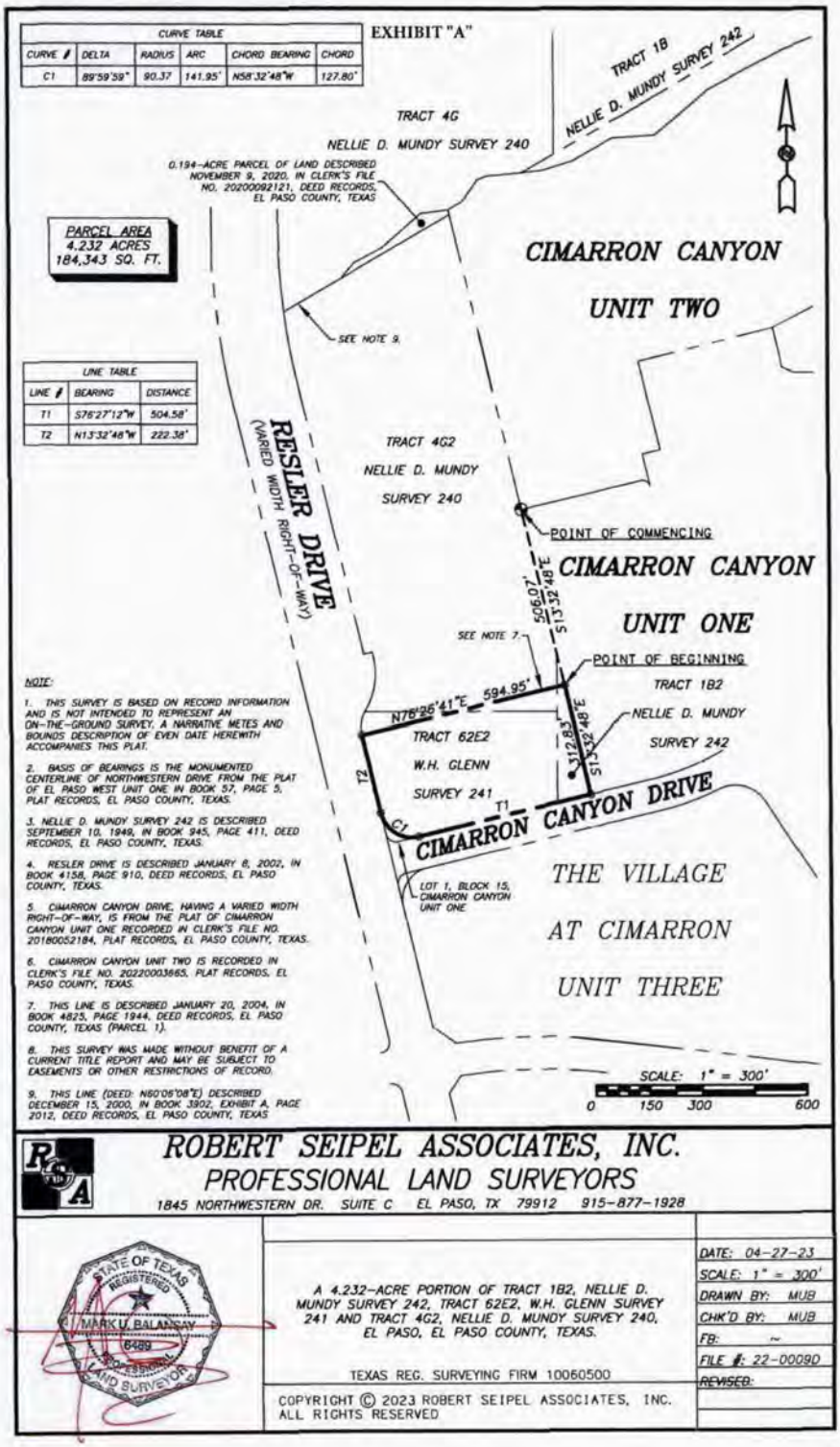

EXHIBIT "A"
CURVE TABLE
CURVE # | DELTA | RADIUS | ARC | CHORD BEARING | CHORD
C1 | 89°59'59" | 90.37' | 141.95' | N58°32'48"W | 127.80'
TRACT 1B
NELLIE D. MUNDY SURVEY 242
TRACT 4G
NELLIE D. MUNDY SURVEY 240
0.194-ACRE PARCEL OF LAND DESCRIBED NOVEMBER 9, 2020, IN CLERK'S FILE NO. 20200092121, DEED RECORDS, EL PASO COUNTY, TEXAS
PARCEL AREA
4.232 ACRES
184,343 SQ. FT.
CIMARRON CANYON
UNIT TWO
SEE NOTE 9.
LINE TABLE
LINE # | BEARING | DISTANCE
T1 | S76°27'12"W | 504.58'
T2 | N13°32'48"W | 222.38'
RESLER DRIVE
(VARIED WIDTH RIGHT-OF-WAY)
TRACT 4G2
NELLIE D. MUNDY
SURVEY 240
POINT OF COMMENCING
506.07'
S13°32'48"E
CIMARRON CANYON
UNIT ONE
SEE NOTE 7.
POINT OF BEGINNING
TRACT 1B2
NELLIE D. MUNDY
SURVEY 242
N76°26'41"E
594.95'
TRACT 62E2
W.H. GLENN
SURVEY 241
312.83'
S13°32'48"E
T2
T1
C1
CIMARRON CANYON DRIVE
LOT 1, BLOCK 15, CIMARRON CANYON UNIT ONE
THE VILLAGE
AT CIMARRON
UNIT THREE
SCALE: 1" = 300'
0 150 300 600
NOTE:
1. THIS SURVEY IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY. A NARRATIVE METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS PLAT.
2. BASIS OF BEARINGS IS THE MONUMENTED CENTERLINE OF NORTHWESTERN DRIVE FROM THE PLAT OF EL PASO WEST UNIT ONE IN BOOK 57, PAGE 5, PLAT RECORDS, EL PASO COUNTY, TEXAS.
3. NELLIE D. MUNDY SURVEY 242 IS DESCRIBED SEPTEMBER 10, 1949, IN BOOK 945, PAGE 411, DEED RECORDS, EL PASO COUNTY, TEXAS.
4. RESLER DRIVE IS DESCRIBED JANUARY 8, 2002, IN BOOK 4158, PAGE 910, DEED RECORDS, EL PASO COUNTY, TEXAS.
5. CIMARRON CANYON DRIVE, HAVING A VARIED WIDTH RIGHT-OF-WAY, IS FROM THE PLAT OF CIMARRON CANYON UNIT ONE RECORDED IN CLERK'S FILE NO. 20180052184, PLAT RECORDS, EL PASO COUNTY, TEXAS.
6. CIMARRON CANYON UNIT TWO IS RECORDED IN CLERK'S FILE NO. 20220003865, PLAT RECORDS, EL PASO COUNTY, TEXAS.
7. THIS LINE IS DESCRIBED JANUARY 20, 2004, IN BOOK 4825, PAGE 1944, DEED RECORDS, EL PASO COUNTY, TEXAS (PARCEL 1).
8. THIS SURVEY WAS MADE WITHOUT BENEFIT OF A CURRENT TITLE REPORT AND MAY BE SUBJECT TO EASEMENTS OR OTHER RESTRICTIONS OF RECORD.
9. THIS LINE (DEED: N60°06'08"E) DESCRIBED DECEMBER 15, 2000, IN BOOK 3902, EXHIBIT A, PAGE 2012, DEED RECORDS, EL PASO COUNTY, TEXAS
ROBERT SEIPEL ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1845 NORTHWESTERN DR. SUITE C EL PASO, TX 79912 915-877-1928
STATE OF TEXAS
REGISTERED
MARK U. BALANSAY
6489
PROFESSIONAL
LAND SURVEYOR
A 4.232-ACRE PORTION OF TRACT 1B2, NELLIE D. MUNDY SURVEY 242, TRACT 62E2, W.H. GLENN SURVEY 241 AND TRACT 4G2, NELLIE D. MUNDY SURVEY 240, EL PASO, EL PASO COUNTY, TEXAS.
TEXAS REG. SURVEYING FIRM 10060500
DATE: 04-27-23
SCALE: 1" = 300'
DRAWN BY: MJB
CHK'D BY: MJB
FB: ~
FILE #: 22-0009D
REVISED:
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EXHIBIT "B"

Property description: A 0.194-acre portion of Tract 4G, Nellie D. Mundy Survey 240, El Paso, El Paso County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a 0.194-acre portion of Tract 4G, Nellie D. Mundy Survey 240, El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

COMMENCING at the most northerly corner of Lot 37, Block 1, Cimarron Canyon Unit One (Clerk's File No. 20180052184, Plat Records, El Paso County, Texas), said point being on the northerly boundary of Cimarron Canyon Unit One; Thence, South 76°27'11" West, along said boundary, a distance of 348.10 feet to the easterly boundary of that certain parcel of land described January 20, 2014, in Book 4825, Page 1944, Deed Records, El Paso County, Texas; Thence, North 13°32'48" West, along said boundary, a distance of 853.44 feet to the northerly boundary of that certain parcel of land described December 15, 2000, in Book 3902, Page 2012, Deed Records, El Paso County, Texas, for the **POINT OF BEGINNING** of this description;

THENCE, South 60°08'16" West (deed: South 60°06'08" West), along said boundary, a distance of 358.26 feet;

THENCE, North 40°25'25" East, a distance of 54.96 feet;

THENCE, North 62°04'57" East, a distance of 93.91 feet;

THENCE, North 48°53'58" East, a distance of 147.14 feet;

THENCE, North 82°38'32" East, a distance of 78.42 feet;

THENCE, South 13°32'48" East, a distance of 14.60 feet to the **POINT OF BEGINNING** of this description.

Said parcel of land contains 0.194 acres (8,429 square feet) of land more or less.

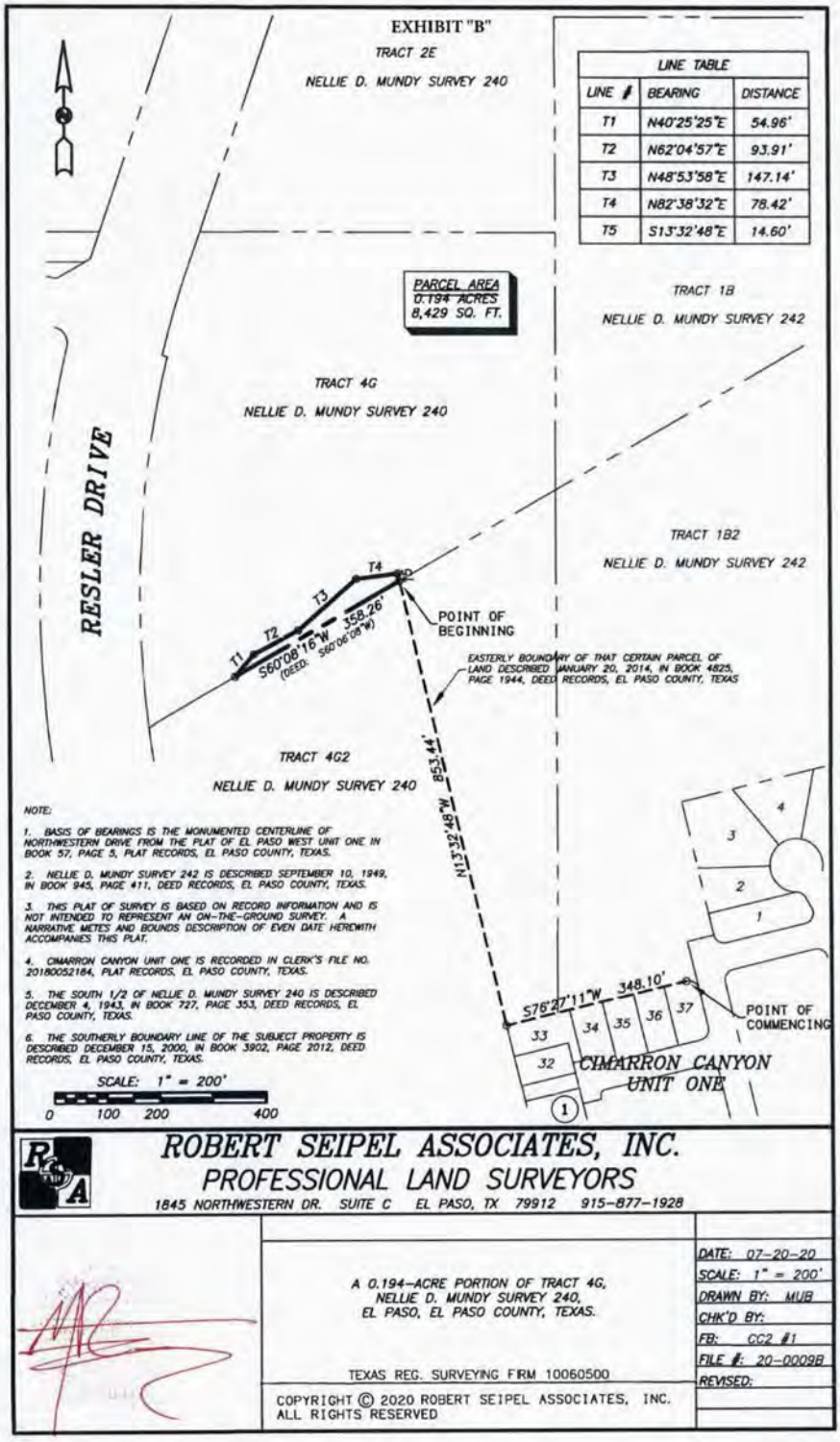
NOTE: A PLAT OF EVEN DATE HEREWITH ACCOMPANIES THIS DESCRIPTION. THIS DESCRIPTION IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY.

ROBERT SEIPEL ASSOCIATES, INC.
Professional Land Surveyors
Texas Reg. Surveying Firm 10060500

Mark U. Balansay, R.P.L.S.
President
Texas License No. 6489

Job Number 20-0009B
July 20, 2020

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EXHIBIT "B"
TRACT 2E
NELLIE D. MUNDY SURVEY 240
LINE TABLE
LINE # | BEARING | DISTANCE
T1 | N40°25'25"E | 54.96'
T2 | N62°04'57"E | 93.91'
T3 | N48°53'58"E | 147.14'
T4 | N82°38'32"E | 78.42'
T5 | S13°32'48"E | 14.60'
PARCEL AREA
0.194 ACRES
8,429 SQ. FT.
TRACT 1B
NELLIE D. MUNDY SURVEY 242
TRACT 4G
NELLIE D. MUNDY SURVEY 240
RESLER DRIVE
TRACT 1B2
NELLIE D. MUNDY SURVEY 242
T1
T2
T3
T4
S60°08'16"W 358.26'
(DEED: S60°06'08"W)
POINT OF BEGINNING
EASTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED JANUARY 20, 2014, IN BOOK 4825, PAGE 1944, DEED RECORDS, EL PASO COUNTY, TEXAS
TRACT 4G2
NELLIE D. MUNDY SURVEY 240
N13°32'48"W 853.44'
S76°27'11"W 348.10'
POINT OF COMMENCING
CIMARRON CANYON UNIT ONE
NOTE:
1. BASIS OF BEARINGS IS THE MONUMENTED CENTERLINE OF NORTHWESTERN DRIVE FROM THE PLAT OF EL PASO WEST UNIT ONE IN BOOK 57, PAGE 5, PLAT RECORDS, EL PASO COUNTY, TEXAS.
2. NELLIE D. MUNDY SURVEY 242 IS DESCRIBED SEPTEMBER 10, 1949, IN BOOK 945, PAGE 411, DEED RECORDS, EL PASO COUNTY, TEXAS.
3. THIS PLAT OF SURVEY IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY. A NARRATIVE METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS PLAT.
4. CIMARRON CANYON UNIT ONE IS RECORDED IN CLERK'S FILE NO. 20180052184, PLAT RECORDS, EL PASO COUNTY, TEXAS.
5. THE SOUTH 1/2 OF NELLIE D. MUNDY SURVEY 240 IS DESCRIBED DECEMBER 4, 1943, IN BOOK 727, PAGE 353, DEED RECORDS, EL PASO COUNTY, TEXAS.
6. THE SOUTHERLY BOUNDARY LINE OF THE SUBJECT PROPERTY IS DESCRIBED DECEMBER 15, 2000, IN BOOK 3902, PAGE 2012, DEED RECORDS, EL PASO COUNTY, TEXAS.
SCALE: 1" = 200'
0 100 200 400
ROBERT SEIPEL ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1845 NORTHWESTERN DR. SUITE C EL PASO, TX 79912 915-877-1928
A 0.194-ACRE PORTION OF TRACT 4G, NELLIE D. MUNDY SURVEY 240, EL PASO, EL PASO COUNTY, TEXAS.
TEXAS REG. SURVEYING FRM 10060500
DATE: 07-20-20
SCALE: 1" = 200'
DRAWN BY: MJB
CHK'D BY:
FB: CC2 #1
FILE #: 20-0009B
REVISED:
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ATTACHMENT 6

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL** of the request. The proposed rezoning is in character with the surrounding area and is in compliance with the G4, Suburban (Walkable) future land use map designation of *Plan El Paso*, the City's adopted Comprehensive Plan.

Planning and Inspections Department – Plan Review & Landscaping Division

No objections to proposed special permit. 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

Approved. No objections to rezoning and condition release.

Streets and Maintenance Department

Traffic & Transportation Engineering

Approve TIA report. No Objections to application

Contract Management Section:

No opposition to proposed Rezoning. (PZRZ25-00022).

Fire Department

No comments received.

Police Department

No comments received.

Environment Services

No comments received.

Sun Metro

No comments received.

Texas Gas

In reference to case PZRZ25-00022 and PZCR25-00004 (Resler - Cimmaron), Texas Gas Service does not have any comments.

El Paso Water

No comments received

Stormwater Engineering

1. Although ordinance No. 19554 does not explicitly contain language that refers to stormwater, the buffer could serve as a positive in practical ways such as soil infiltration, grade control, and as landscape to reduce the amount of developed stormwater runoff. This non-structural water management is encouraged by the municipal code, as stated in 19.19.010 Subparagraph A-5.

2. If the impact of reducing landscape is addressed by stormwater engineering methods that will have capacity to hold the developed runoff for a designed 100-year storm event, EPWU has no objections to the rezoning and release conditions.

El Paso County 911 District

The 9-1-1 District has no comments/concerns regarding this zoning

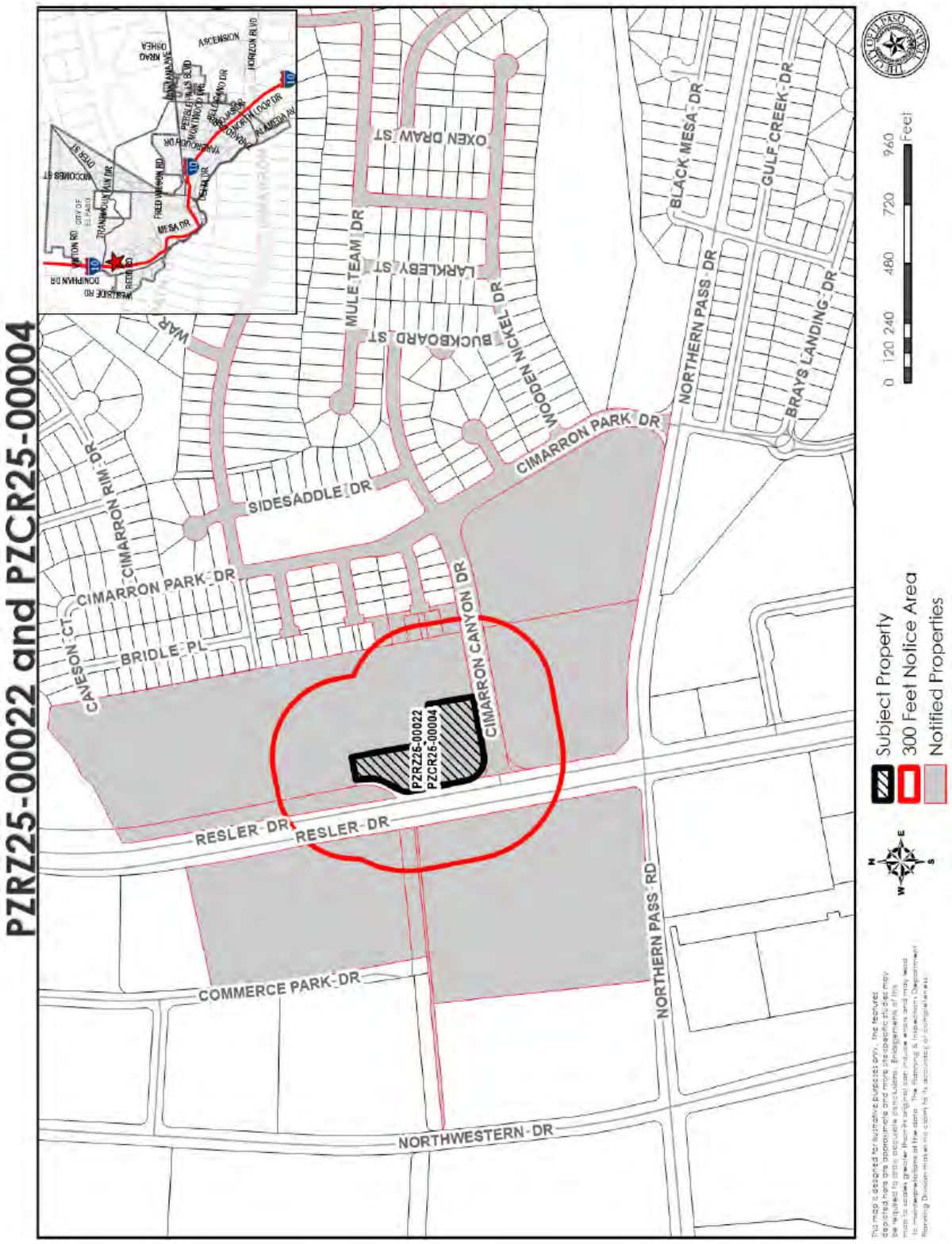
Texas Department of Transportation

No comments received.

El Paso County Water Improvement District #1

No comments received.

ATTACHMENT 7



ATTACHMENT 8

Zamora, Luis F.

From: Janet Reichardt <janetr6849@gmail.com>
Sent: Thursday, December 4, 2025 10:41 AM
To: Zamora, Luis F.
Subject: Alderete Middle School (PZR25-00022)

You don't often get email from janetr6849@gmail.com. Learn why this is important

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Mr. Zamora,

My name is Janet Reichardt and live on Bullwhip Crt right off Cimaron park and one block away from Cimarron Canyon. As a resident here in Cimarron I am opposed to the School being built so close to our neighborhood. Our neighborhood has only TWO VERY NARROW entrances and both are off extremely busy cross streets. This would cause considerate backup of vehicles trying to enter and exit our neighborhood. I invite you, the City Council and the School Board to come and watch the traffic at peak hours and see for yourselves what a danger this would be to school age children and buses. I witness this every morning as I and many others try to use the walking path that runs along Relser. Cars coming off Northern Pass onto Resler do not stop at the light which would not allow for traffic coming from Trans Mountain to cross over 3 lanes of traffic to turn onto Cimarron Canyon to enter the proposed drop off parking lot. Using Cimarron Canyon as the drop off would be a nightmare to ALL involved. Please reconsider this, I understand the need for another school but the location is terrible and very dangerous.

Thank You for your consideration regarding this matter.

Janet Reichardt

Zamora, Luis F.

From: Whitley Miles <sarjeah@gmail.com>
Sent: Thursday, December 18, 2025 12:46 PM
To: Ernie Ortiz; greveles@canutillo-isd.org; orico@canutillo-isd.org; Breanne Barnes; Acosta, Gladys; District #1; PMendoza@canutillo-isd.org; lborrego@canutillo-isd.org; czuniga@canutillo-isd.org; btrout@canutillo-isd.org; Peteraguilar@procedeogroup.com; ArmandoRodriguezTEXAS@gmail.com; rguilfoil@canutillo-isd.org; emeza@canutillo-isd.org; cpulley@canutillo-isd.org; dkerney@canutillo-isd.org; chernandez@canutillo-isd.org; pgalaviz@canutillo-isd.org; Zamora, Luis F.; Mayor; sermartinez@canutillo-isd.org; limaldonado@canutillo-isd.org; cortega@canutillo-isd.org
Subject: [External] - Community meeting request – Alderete Middle School (Cimarron Canyon / Resler)

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Good morning all,

I'm reaching out on behalf of neighbors in the Cimarron Canyon / Resler area regarding the proposed Alderete Middle School site, particularly concerns related to traffic flow, neighborhood access, and safety.

It is in everyone's best interest to hold a community meeting with CISD, the project team, and relevant City departments present so residents can better understand the plans, the process, and the traffic mitigation measures being considered.

Representative Alejandra Chavez has offered to help gather appropriate City officials to attend and has been copied here for coordination. A meeting of this nature, with clear notification to the surrounding neighborhood, supports transparency and constructive dialogue.

For context, there is an active community petition related to this project with nearly 200 signatures from residents in the surrounding area. The petition reflects the level of interest and concern within the neighborhood and underscores the importance of open communication. This has been merely based on hearsay and one community app that not all residents utilize. Therefore many do not know of this petition or were unable to sign due to addresses for new homes not being available.

A link to the petition is included below.

👇 Community petition: https://c.org/sSD97K56nx

****Given CISD's broader communication channels, it is also in the district's best interest to assist with community outreach for this meeting (for example, mailed notices, flyers, or other district-supported notification methods). Ensuring residents are adequately informed ahead of time helps avoid confusion or misinformation.****

Proposed timing: early January

Possible dates: Friday, January 9 (evening) or Saturday, January 10 (morning)

Proposed location: Cimarron Canyon Park (near the project site)

—We are flexible on timing and location, but would appreciate confirming something soon so residents have adequate notice.

At the meeting, residents are primarily hoping to understand:

- **How parent drop-off/pick-up and bus traffic will function without backing onto Resler or into the neighborhood**
- **How the plan accounts for Cimarron Canyon being the primary access point for hundreds of homes**
- **Safety considerations related to peak traffic hours and the adjacent trail**
- **What traffic mitigation measures have already been identified and what remains under review**
- **How residents can review the traffic study or key assumptions ahead of upcoming hearings**

Please let us know:

- **Whether CISD and the project team can participate**
- **Who the best CISD contact would be to help coordinate logistics and community outreach**

- Whether traffic study information can be shared in advance

Residents are not opposed to a school. The goal is a clear, transparent process and a plan that keeps the neighborhood safe and accessible.

Thank you for your time and consideration. I'm happy to help coordinate and look forward to your guidance on next steps.

Best regards,

Whitley Miles-Ray, CRNA

Zamora, Luis F.

From: Tamina Brighton <tamina.brighton@hotmail.com>
Sent: Saturday, January 17, 2026 5:04 PM
To: Zamora, Luis F.
Subject: [External] - New Alderete Middle School Concern - Basketball Courts

You don't often get email from tamina.brighton@hotmail.com. Learn why this is important

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Dear Mr. Zamora,

I am a resident of Cimarron Canyon who lives directly in front of the planned basketball courts (as it appears on viewed plans). I am concerned that basketball courts being used after hours and on weekends will create a noise nuisance and negatively impact the peaceful environment. Please consider moving the basketball courts further away from our backyards on Bullwhip Court and closer to the Resler side of the campus.

Sincerely,

Tamina Brighton
7520 Bullwhip Ct
El Paso, TX 79911

Zamora, Luis F.

From: Bobby Jones <bobby.jones07@gmail.com>
Sent: Friday, December 5, 2025 9:17 AM
To: Zamora, Luis F.
Subject: Resident Concerns Regarding Rezoning Case PZRZ25-00022 & School Traffic Plan

You don't often get email from bobby.jones07@gmail.com. Learn why this is important

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to **SpamReport@elpasotexas.gov**.

Dear Mr. Zamora,

My name is Bobby Jones, and I am a resident of Cimarron Canyon. I am writing regarding the rezoning case PZRZ25-00022 and the proposed plans for the new middle school adjacent to our neighborhood.

While I understand that the school district owns the land, I am respectfully requesting that the concerns of impacted residents be fully considered before final approvals are granted.

Primary Concerns:

1. Traffic Flow & Safety Risks
The current plan appears to route significant school traffic toward Cimarron Canyon Drive, a narrow road that already experiences congestion during peak hours.
This presents major safety risks for:
- Children walking or biking in the area
- Families entering/exiting the neighborhood
- Trail users along the Cimarron Canyon trail system

We urge the City and CISD to explore alternative traffic flow options, such as directing school ingress/egress onto Resler or Northern Pass, where roads are safer and built for higher volumes.

2. Neighborhood Impact
Turning Cimarron Canyon into a primary entrance would funnel hundreds of vehicles daily into a residential area not designed for that load. Residents are deeply concerned about noise, safety, and livability changes that have not been addressed.

3. Request for Design Review Before Final Approval
Given that the project is not yet fully approved by City Council, we ask for:
- A review of the traffic plan
- Consideration of safer alternatives
- Inclusion of neighborhood feedback in final design adjustments

Residents are not opposed to the school itself — we simply want a safe and reasonable traffic plan that does not put our families at risk.

Thank you for your time and for considering the concerns of the Cimarron Canyon community. We appreciate your openness and your willingness to ensure resident voices are heard in this process.

Respectfully,
Bobby Jones
7364 Mule Team
Cimarron Canyon, El Paso TX 79911

--
Bobby Jones
512 665 1819
Bobby.jones07@gmail.com

Zamora, Luis F.

From: Luis Ojeda <luisojeda@live.com>
Sent: Wednesday, December 10, 2025 8:09 PM
To: Zamora, Luis F.
Cc: District #1; Peteraguilar@procedeogroup.com; sermartinez@canutillo-isd.org; brbarnes@canutillo-isd.org; lborrego@canutillo-isd.org; cortega@canutillo-isd.org; ArmandoRodriguezTEXAS@gmail.com; limaldonado@canutillo-isd.org; czuniga@canutillo-isd.org
Subject: [External]Resident Concerns Regarding Rezoning Case PZRZ25-00022 & School Traffic Plan

You don't often get email from luisojeda@live.com. Learn why this is important

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Subject: Resident Concerns Regarding Rezoning Case PZRZ25-00022 & School Traffic Plan

To: ZamoraLF@elpasotexas.gov

CC: Canutillo ISD School Board, City Planning Division, District 1 Representative Alejandra Chavez

Dear Mr. Zamora,

My name is Luis A. Ojeda, and I am a resident of Cimarron Canyon. I am writing regarding rezoning case PZRZ25-00022 and the proposed plans for the new middle school adjacent to our neighborhood.

While I understand that the school district owns the land, I am respectfully requesting that the concerns of impacted residents be fully considered before final approvals are granted.

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- Consideration of safer alternatives
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Residents are not opposed to the school itself — we simply want a safe and reasonable traffic plan that does not put our families at risk.

Thank you for your time and for considering the concerns of the Cimarron Canyon community. We appreciate your openness and your willingness to ensure resident voices are heard in this process.

Respectfully,

Luis A. Ojeda
1823 Cimarron Park Dr.
Cimarron Canyon, El Paso TX 79911

Bernadette Herrera-Martinez

7386 Sidewinder Bend Dr

El Paso, TX 79911

915-920-9114

Member, Cimarron Owners Association

Date: 12/03/2025

RE: Opposition to Rezoning Request PZRZ25-00022 and Zoning Condition Release PZCR25-00004

Property East of Resler Dr. and North of Cimarron Canyon Dr.

From C-3 (Commercial) to R-3A (Residential) – Proposed School Development

To the City Plan Commission and Honorable Members of the El Paso City Council,

I am writing as a homeowner and member of the Cimarron Owners Association to express my strong opposition to the proposed rezoning (PZRZ25-00022) and zoning condition release (PZCR25-00004) requested by Canutillo Independent School District for the construction of a school at the site north of Cimarron Canyon Dr. and east of Resler Dr.

1. Significant Traffic Impacts and Limited Neighborhood Access

The Cimarron community has very limited access points, and traffic congestion is already a concern. A school will significantly increase daily traffic—including buses, staff vehicles, and parent pickup/drop-off flow—resulting in unsafe roadway conditions for residents, delays entering or exiting the community, and higher risks to pedestrians and cyclists.

2. Increased Risk of Vandalism and Damage to Walking/Biking Trails

The proposed site sits directly next to our community's walking and biking paths. A school may lead to vandalism, litter, trail damage, and disruption of our quiet recreational areas.

3. Negative Impact on Property Values

Schools adjacent to residential areas often lead to congestion, noise, overflow parking, and increased public activity—factors that can reduce surrounding property values.

4. Environmental and Wildlife Concerns

The construction would significantly disrupt natural desert landscape and wildlife habitat, increase noise and light pollution, and cause soil disturbance and stormwater runoff impacts.

5. Emergency Access and Safety Risks

A school located at the primary entry point to our community risks delaying police, fire, or medical response during emergencies due to increased roadway congestion.

Request:

For these reasons, I respectfully urge the City Plan Commission and the City Council to deny rezoning application PZRZ25-00022 and zoning condition release PZCR25-00004.

Thank you for your time and thoughtful consideration.

Sincerely,

Bernadette Herrera-Martinez

Cimarron Owners Association Member

7386 Sidewinder Bend Dr

El Paso, TX 79911

915-920-9114

Zamora, Luis F.

From: Oscar Ortiz <oscarortizc@gmail.com>
Sent: Saturday, January 10, 2026 3:21 PM
To: Zamora, Luis F.
Subject: [External] - Concern about Alderete School Traffic

You don't often get email from oscarortizc@gmail.com. Learn why this is important

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Peter Aguilar - CISD Design Manager

Luis Zamora - Planning & inspections

Alejandra Chavez - District 1 Representative

Dear all:

I am a resident of the Cimarron Canyon area and I'm writing to express my support for the concerns raised regarding the proposed school traffic plan along Cimarron Canyon Drive.

I fully support the construction of the new school and recognize the value it brings to our community. However, the current traffic proposal raises serious safety and access concerns that I believe deserve further evaluation before implementation.

Cimarron Canyon Drive is one of only two entrances serving a large and growing subdivision. Routing school traffic—particularly during peak morning and afternoon hours—onto this road will significantly increase congestion and creates real risks for:

- Children walking or biking to school
- Residents entering and exiting the neighborhood
- Runners, cyclists, and trail users
- Emergency vehicle access and response times

These concerns are not hypothetical; they reflect daily traffic patterns that residents already experience.

I respectfully request that CISD and the City:

- Revisit the traffic plan to avoid routing school traffic through Cimarron Canyon Drive
- Evaluate redirecting traffic to Resler Drive or Northern Pass
- Seriously consider adding a third subdivision access point
- Share transparent traffic studies and hold a community meeting so residents can better understand the analysis and provide input

A school should strengthen a neighborhood, not compromise safety or access for the families who live there. I appreciate your attention to this matter and hope we can work collaboratively toward a safer solution for everyone involved.

Thank you for your time and consideration.

Sincerely,

Oscar Ortiz

7374 Sidewinder Bnd, El Paso, TX 79911

Zamora, Luis F.

From:	Tamina Brighton <tamina.brighton@hotmail.com>
Sent:	Sunday, February 8, 2026 8:58 AM
To:	Zamora, Luis F.; brbarnes@canutillo-isd.org; phil.wrobel@huntcompanies.com
Subject:	[External] - Opportunity for New Alderete MS
Attachments:	IMG_3983.jpeg; Available property next to new Alderete MS.pdf; IMG_3984.jpeg

You don't often get email from tamina.brighton@hotmail.com. Learn why this is important

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To All Concerned:

In order to expedite, I will keep this short:

There is escalating upset (re: Cimarron Canyon residents) about new Alderete MS traffic design. To date, a petition has 323 signatures against current traffic designs.

Opportunity: Vacant land for sale next to the school site (see attached). School traffic and parking could be designed for this site with entrances and exits on Northern Pass and Resler Dr.

This should alleviate concerns about the current design and reduce risk of continued escalating upset, leading to further actions by the community. Polling residents would help here.

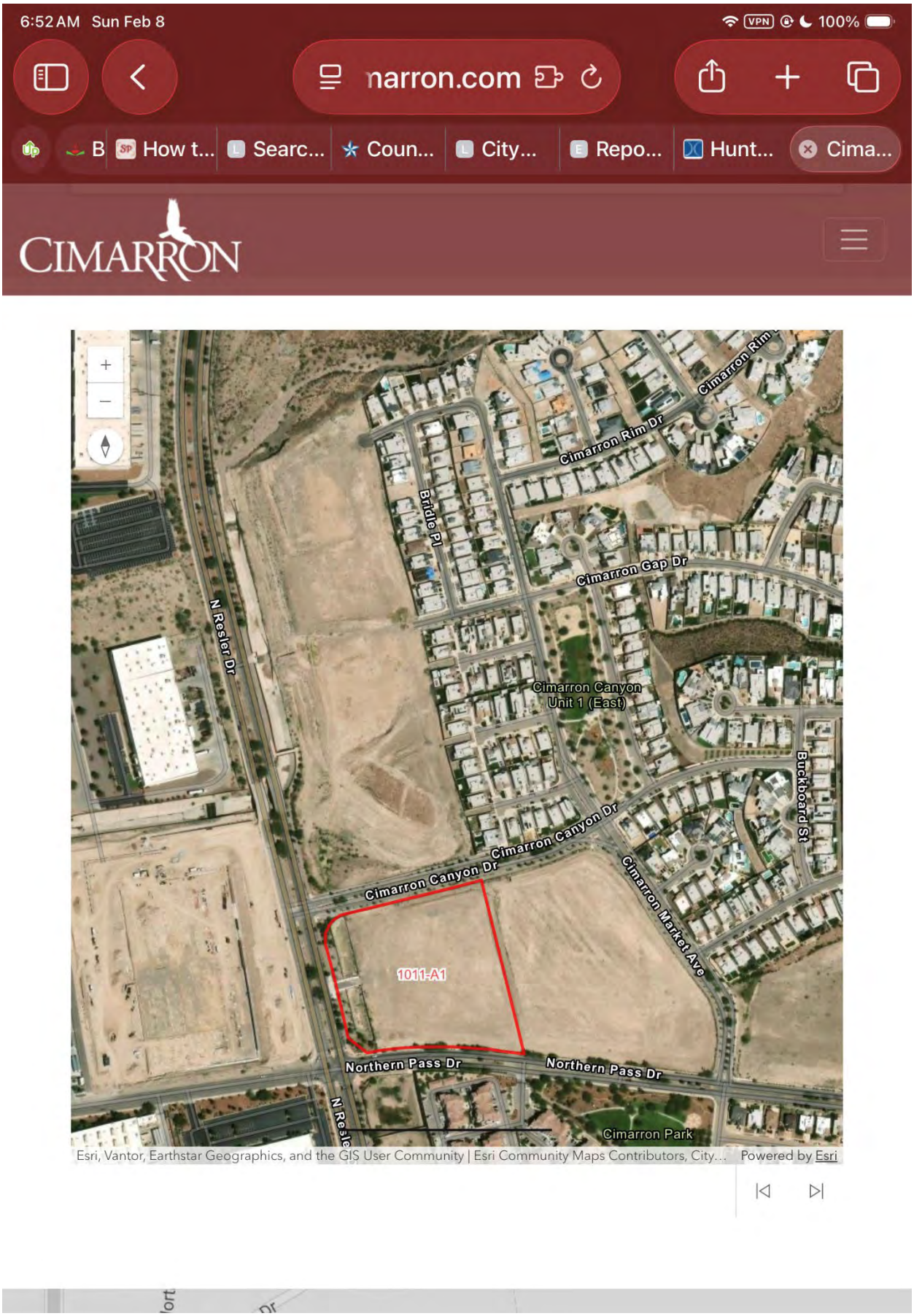
Challenge: Funding. Here we look to negotiations and charitable contributions. I am optimistic that the vacant land owner (Hunt Communities) and Canutillo ISD can reach an agreement on the land purchase to make this a reality.

Would it not be a triumph to begin our school-community relationship in a spirit of mutual support and respect?

Please reach out to each other. Open a dialogue about this idea.

Respectfully,

Tamina Brighton, Taxpayer, Cimarron Community Resident
7520 Bullwhip Ct
El Paso, TX 79911


6:52 AM Sun Feb 8
100%
narron.com
How t...
Searc...
Coun...
City...
Repo...
Hunt...
Cima...
CIMARRON
Cimarron Rim Dr
Bridle Pl
Cimarron Gap Dr
N Resler Dr
Cimarron Canyon Unit 1 (East)
Buckboard St
Cimarron Canyon Dr
Cimarron Market Ave
1011-A1
Northern Pass Dr
Cimarron Park
Esri, Vantor, Earthstar Geographics, and the GIS User Community | Esri Community Maps Contributors, City... Powered by Esri



COMMERCIAL PROPERTY

7.405 ACRES

SELL/GROUND LEASE: BOTH

PARCEL # 1011-A1 **PLATTED:** YES



LOCATION DESCRIPTION:

Village at Cimarron

Northeast corner of Resler Drive and Northern Pass Drive

Site surrounded by Resler Drive, Northern Pass Drive and Cimarron Canyon Drive – Adjacent Eastside is Multi-Family Site

CONTACT US

PHIL.WROBEL@HUNTCOMPANIES.COM

WWW.LIVEATCIMARRON.COM

CIMARRON

CIMARRON



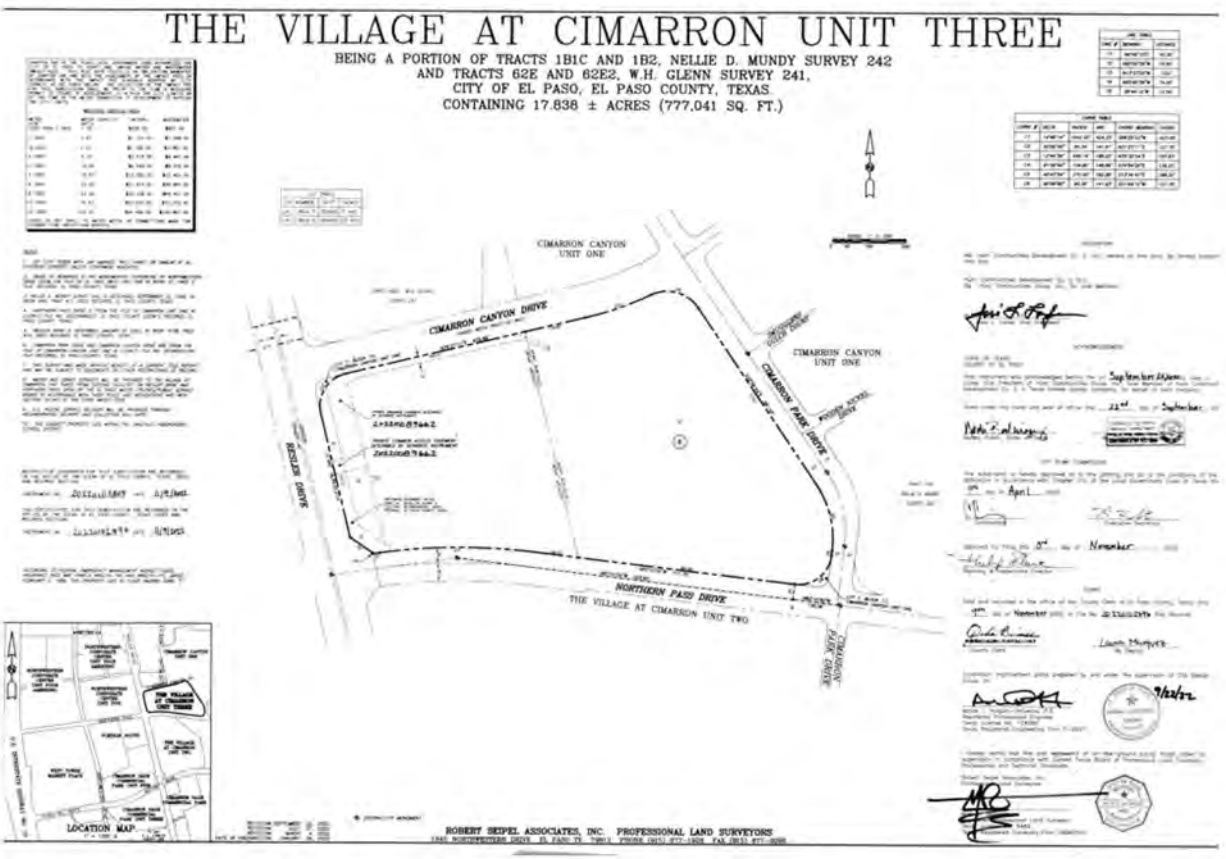
Locations

- El Paso Airport: 19 miles
- Fort Bliss: 18 miles
- Paso Del Norte: 13 miles
- Stanton Lerdo: 13 miles
- Ysleta-Zaragoza: 29 miles
- Bridge of the Americas: 19 miles

Demographics

- Population: 884,432
- Population Growth Rate: 5.5%
- GDP: $46.8 Billion
- Median Income: $58,734
- Average Home Price: $331,400

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THE VILLAGE AT CIMARRON UNIT THREE
BEING A PORTION OF TRACTS 1B1C AND 1B2, NELLIE D. MUNDY SURVEY 242
AND TRACTS 62E AND 62E2, W.H. GLENN SURVEY 241,
CITY OF EL PASO, EL PASO COUNTY, TEXAS
CONTAINING 17.838 ± ACRES (777,041 SQ. FT.)
CIMARRON CANYON UNIT ONE
CIMARRON CANYON DRIVE
CIMARRON CANYON UNIT ONE
CIMARRON PASS DRIVE
RESLER DRIVE
NORTHERN PASS DRIVE
THE VILLAGE AT CIMARRON UNIT TWO
CHADDERTON PLACE DRIVE
LOCATION MAP
ROBERT SKIPEL ASSOCIATES, INC. PROFESSIONAL LAND SURVEYORS

Protect Cimarron Canyon: request safe traffic planning for new Alderete middle school



323

Verified signatures

Let's get to 500 signatures!

Petitions with 1,000+ supporters are 5x more likely to win!

Support now

Take the next step!

Recent signers:

Justin M. • 1 week ago

Eric R. • 2 weeks ago

Nicole R. • 2 weeks ago

Decision Makers: Deanna Maldonado-Rocha +18

6 Supporter Voices

9 Updates

The Issue

Why We Are Concerned

🚗 Unsafe Traffic Flow

The current proposed entrance routes heavy school traffic into Cimarron Canyon Drive, a residential street not designed

File #: 26-0344, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 1
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Luis Zamora, (915) 212-1552

AGENDA LANGUAGE:

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

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.

Subject Property: East of Resler Dr. and North of Cimarron Canyon Dr.
Applicant: Canutillo Independent School District
Case Number: PZCR25-00004

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Planning and Inspections

AGENDA DATE: 3/17/26

PUBLIC HEARING DATE: 4/1/26

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

2nd CONTACT PERSON NAME: Luis Zamora **PHONE NUMBER:** (915) 212-1552

DISTRICT(S) AFFECTED: 1

AGENDA ITEM:

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.

Subject Property: East of Resler Dr. and North of Cimarron Canyon Dr.
Applicant: Canutillo Independent School District
Case Number: PZCR25-00004

ISSUE STATEMENT:

The applicant proposes to release all conditions imposed on a portion of the property located east of Resler Drive and north of Cimarron Canyon Drive to allow for the proposed Alderete Middle School development. The request is being reviewed in accordance with El Paso City Code Title 20 - Zoning and Plan El Paso, the City's Comprehensive Plan.

BACKGROUND:

The applicant is requesting to release all imposed conditions on the subject property and allow the proposed use of middle school. The proposed condition release request 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 3, 2026, the Planning Division has received one (1) call of inquiry, one (1) email in support, and six (6) calls, two (2) emails, and one (1) letter in opposition in opposition to the rezoning and condition release request. The reasoning for the opposition is increased traffic, limited access, safety concerns with the proposed development, and request for the applicant to include residents in the plans for the development.

COUNCIL OPTIONS:

Approve - (Staff and CPC recommendation)
Approve with Conditions
Deny

COMMITTEE REVIEW AND/OR RECOMMENDATION:

City Plan Commission recommended 6-0 to approve the proposed rezoning on December 4, 2025.

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

Public notices were sent to all property owners within 300 feet of the subject property. The applicant along with City Representative Alejandra Chavez and City Staff met with residents on January 24, 2026.

RELATED CITY POLICIES:

El Paso City Code Title 20 - Zoning, Plan El Paso

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

See attached.

NAME	AMOUNT ($)

ATTACHMENTS:

A. Ordinance
B. Staff Report
C. Contribution Form

FOR MORE INFORMATION:

Luis Zamora, Chief Planner (915) 212-1552 ZamoraLF@elpasotexas.gov

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

SIGNATURE: Philip Etiwe

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

ORDINANCE NO. _____

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.

WHEREAS, the zoning of the property described as *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,* was changed by Ordinance No. 15672, approved by City Council on JANUARY 20, 2004, AMENDED BY ORDINANCE NO. 19555 APPROVED BY CITY COUNCIL ON NOVEMBER 7, 2003, AND CHANGED BY ORDINANCE NO. 19554 APPROVED BY CITY COUNCIL ON NOVEMBER 7, 2023; and,

WHEREAS, the rezoning was subject to certain zoning conditions, and

WHEREAS, placement of such conditions were necessitated by and attributable to the increased intensity of use generated by the change of zoning; and,

WHEREAS, the owner (applicant) submitted an application requesting the removal all of the conditions because these conditions have been satisfied or are current requirement of the City Code; and,

WHEREAS, a public hearing regarding removal of the conditions was held before the City Plan Commission, and the Commission recommended approval of the release of all conditions; and,

WHEREAS, the City Council of the City of El Paso has determined that the release of certain conditions will protect the best interest, health, safety, and welfare of the public in general.

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

That all of the zoning conditions imposed by Ordinance No. *15672* approved by City Council on *JANUARY 20, 2004, AMENDED BY ORDINANCE NO. 19555 APPROVED BY CITY COUNCIL ON NOVEMBER 7, 2023,* and conditions imposed by Ordinance No. *19554* approved by City Council on *NOVEMBER 7, 2023,* on the portion of land identified in Exhibit "A" be released because the conditions have been satisfied and are no longer necessary, or are current requirements of the City Code.

Conditions as follows:

ORDINANCE NO. 19555: THE PORTION OF PARCEL 1 THAT WILL REMAIN COMMERCIAL ZONED SHALL PROVIDE A TEN-FOOT (10') LANDSCAPED BUFFER WITH HIGH-PROFILE NATIVE OR NATURALIZED TREES OF AT LEAST TWO-INCH (2") CALIPER AND TEN FEET (10') IN HEIGHT SHALL BE PLACED AT TWENTY FEET (20') ON CENTER ALONG THE PROPERTY LINES ADJACENT TO RESIDENTIAL ZONE DISTRICTS OR USES. THE LANDSCAPED BUFFER SHALL BE IRRIGATED AND MAINTAINED BY THE PROPERTY OWNER AT ALL TIMES AND SHALL BE INSTALLED PRIOR TO THE ISSUANCE OF ANY CERTIFICATES OF OCCUPANCY OR CERTIFICATES OF COMPLETION. NO LANDSCAPE BUFFER SHALL BE REQUIRED WHERE ADJACENT TO STORMWATER PONDING OR OPEN SPACE AREAS.

ORDINANCE NO. 19554: THAT A TEN-FOOT (10') LANDSCAPED BUFFER WITH HIGH-PROFILE NATIVE OR NATURALIZED TREES OF AT LEAST TWO INCH (2") CALIPER AND TEN FEET (10') IN HEIGH SHALL BE PLACED AT TWENTY FEET (20') ON CENTER ALONG THE PROPERTY LINES ADJACENT TO RESIDENTIAL ZONE DISTRICTS OR USES. THE LANDSCAPED BUFFER SHALL BE IRRIGATED AND MAINTAINES BY THE PROPERTY OWNER AT ALL TIMES AND SJALL BE INSTALLED PRIOR TO THE ISSUANCE OF ANY CERTIFICATES OF OCCUPANCY OR CERTIFICATES OF COMPLETION. NO LANDSCAPE BUFFER SHALL BE REQUIRED WHERE ADJACENT TO STORMWATER PONDING OR OPEN SPACE AREAS.

ADOPTED this _____ day of _____, 2026.

THE CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

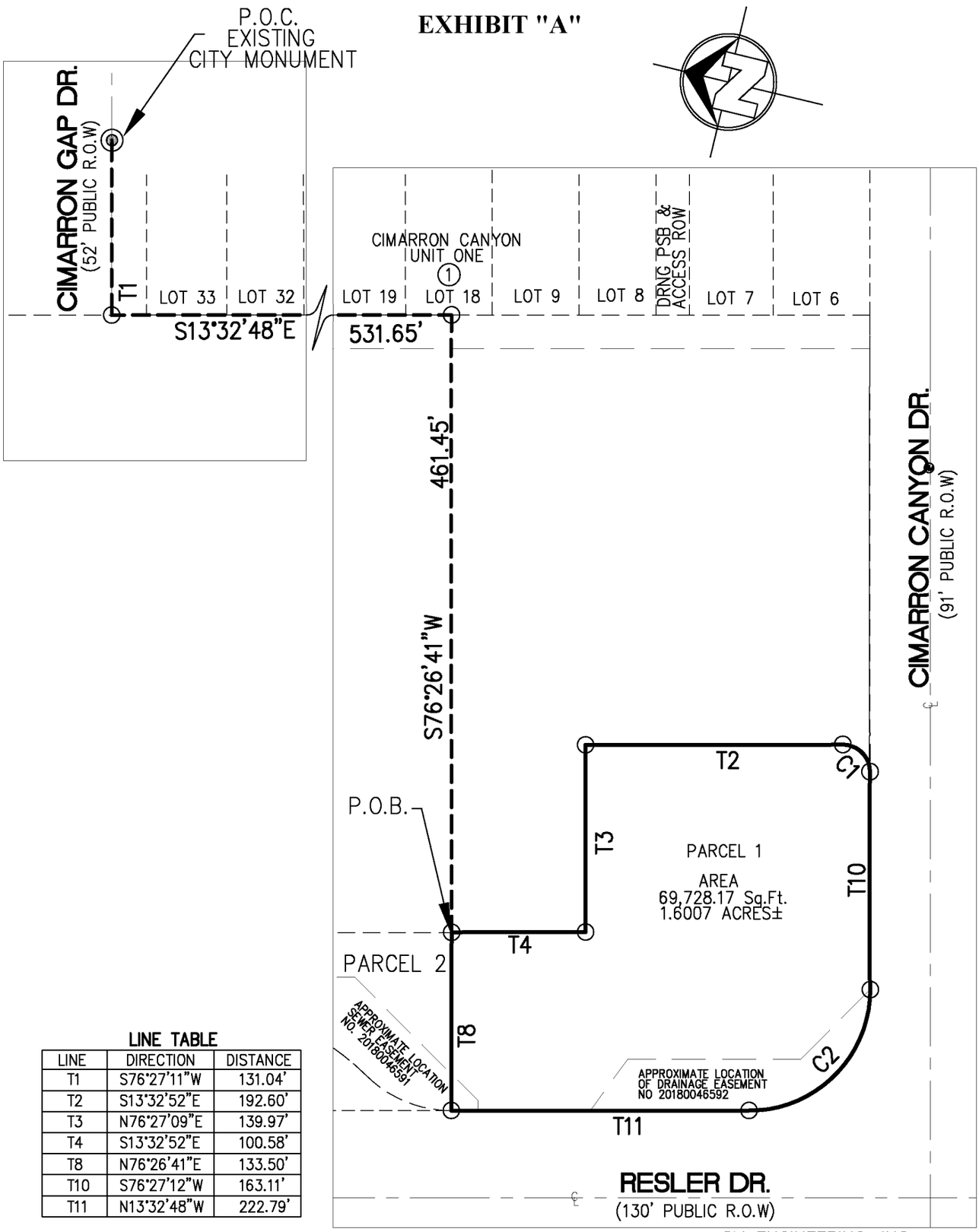
Russell T. Abeln
Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
Phillip Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____ **PZCR25-00004**

EXHIBIT "A"



LINE TABLE

LINE	DIRECTION	DISTANCE
T1	S76°27'11"W	131.04'
T2	S13°32'52"E	192.60'
T3	N76°27'09"E	139.97'
T4	S13°32'52"E	100.58'
T8	N76°26'41"E	133.50'
T10	S76°27'12"W	163.11'
T11	N13°32'48"W	222.79'

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	20.00'	31.42'	28.29'	S31°27'10"W	90°00'04"
C2	90.37'	141.95'	127.80'	N58°32'48"W	90°00'05"

SLI ENGINEERING, INC.
Reg. No. F-1902
SURVEYING
Reg. No. 100120-00

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This map and survey are being provided solely for the use of all parties listed in the certification and their assigns and no license has been created, expressed or implied, to copy the surveys and/or map(s) except as necessary in conjunction with the original transaction. This transaction shall be effective within six (6) months from the date hereon DECEMBER 18, 2025.

STATE OF TEXAS
REGISTERED
GUILLERMO LICON
2998
PROFESSIONAL
LAND SURVEYOR

PLAT OF SURVEY

SLI
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
6600 WESTWIND DRIVE
EL PASO, TEXAS
(915) 584-4457

SLI ENGINEERING, INC.

JOB # 06-25-5269
DRAWN BY: CV CK BY: GH/ET
DATE: 12/18/2025 SCALE: 1"=100'

PARCEL 1
LEGAL DESCRIPTION

PORTION OF TRACT 62-E-2, W H GLENN SURVEY 241 ABST 8425

CITY OF EL PASO, EL PASO COUNTY, TEXAS.

PLAT REFERENCE
VOLUME x PAGE xx

I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND IMPROVEMENT SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998
DATE: 12-22-2025

F:\PROJECTS\CANUTILLO CIMARRON SCHOOL\ZONING\PLAT OF SURVEY 1.dwg, 12/18/2025 5:01:50 PM

PARCEL 1
METES AND BOUNDS DESCRIPTION

Being a portion of Tract 62–E–2, W H GLENN SURV 241 ABST 8425 , El Paso, El paso County, Texas and as described by metes and bounds as follows:

Commencing at a found city monument located at the centerline of Cimarron Gap Drive; Thence South 76°27'11" West, along said centerline, a distance of 131.04 feet to a point lying on the common boundary line of Block 1, CIMARRON CANYON UNIT ONE; Thence, South 13°32'48" East, along said boundary line, a distance of 531.65 feet to a point; Thence South 76°26'41" West, a distance of 461.45 to a point being the northeast corner of the parcel being described, with Northing =360898.65 and Easting =10706320.02 as coordinates, and being considered as the "TRUE POINT OF BEGINNING" of this metes and bounds.

THENCE, South 13°32'52" East, a distance of 100.58 feet to a point for a boundary corner;
THENCE, North 76°27'09" East, a distance of 139.97 feet to a point for a boundary corner;
THENCE, South 13°32'52" East, a distance of 192.60 feet to the beginning of a curve;
Said curve turning to the right through an angle of 90°00'04", having a radius of 20.00 feet, and whose long chord bears South 31°27'10" West, a distance of 28.29 feet to a point of intersection with a non–tangential line;
THENCE, South 76°27'12" West; a distance of 163.11 feet to the beginning of a curve;
Said curve turning to the right through an angle of 90°00'05", having a radius of 90.37 feet, and whose long chord bears North 58°32'48" West, a distance of 127.80 feet;
THENCE, North 13°32'48" West, a distance of 222.79 feet to a point for a boundary corner;
THENCE North 76°26'41" East, a distance of 133.50 feet back to the "TRUE POINT OF BEGINNING" of this description.

Said parcel of land containing 69,728.17 Square Feet (1.6007 Acres) of land, more or less.

SLI ENGINEERING, INC.
Reg. No. F–1902
SURVEYING
Reg. No. 100120–00

STATE OF TEXAS
REGISTERED
GUILLERMO LICON
2998
PROFESSIONAL
LAND SURVEYOR

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METES AND BOUNDS

SLI
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
6600 WESTWIND DRIVE
EL PASO, TEXAS
(915) 584–4457

SLI ENGINEERING, INC.

JOB # 06–25–5269
DRAWN BY: CV CK BY: GH/ET
DATE: 12/18/2025 SCALE: 1"=100'

PARCEL 1
LEGAL DESCRIPTION

PORTION OF TRACT 62–E–2, W H GLENN SURVEY 241 ABST 8425

CITY OF EL PASO, EL PASO COUNTY, TEXAS.

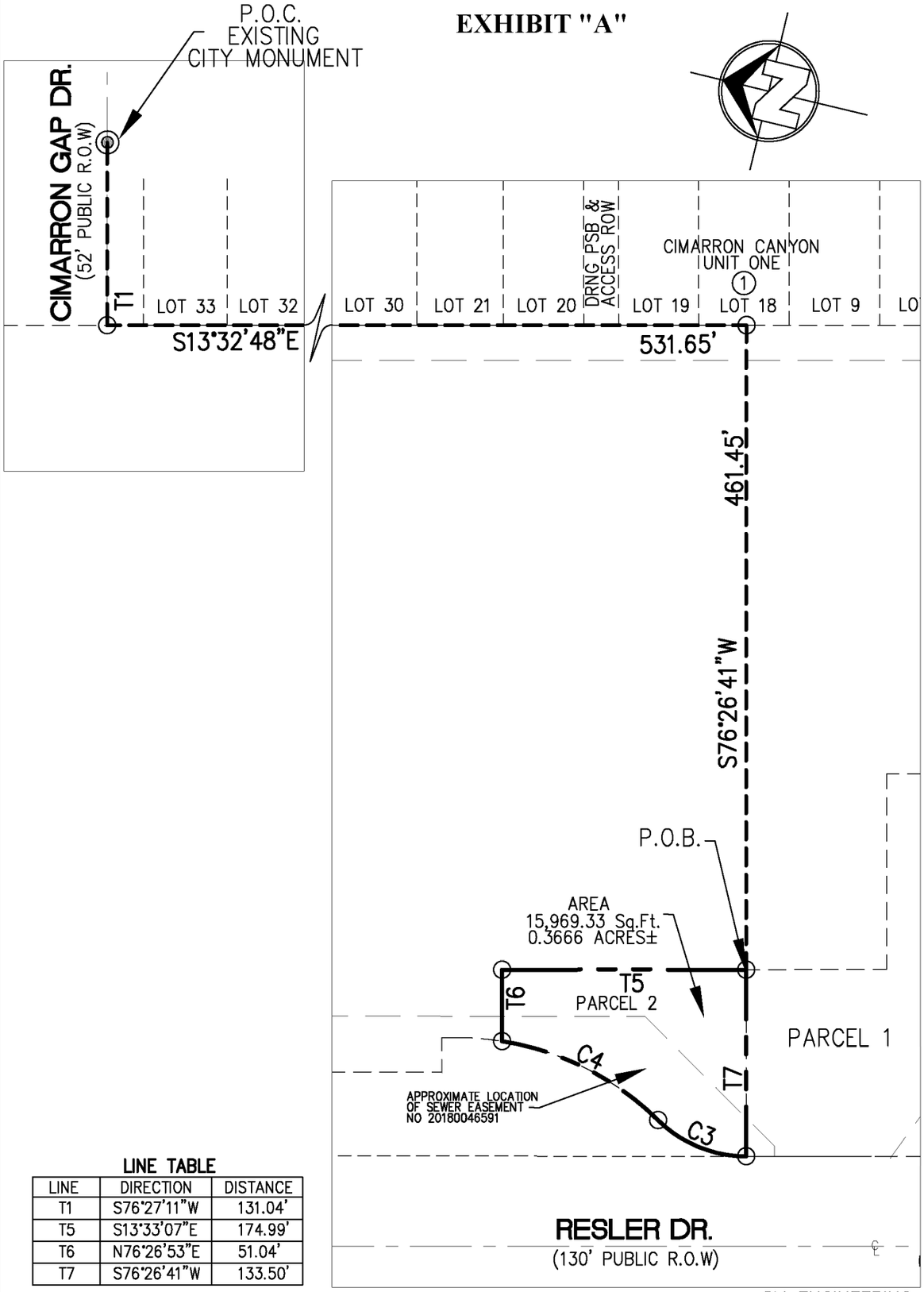
PLAT REFERENCE
VOLUME x PAGE xx

CERTIFICATION
I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND IMPROVEMENT SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998
DATE: 12-22-2025

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EXHIBIT "A"



LINE TABLE

LINE	DIRECTION	DISTANCE
T1	S76°27'11"W	131.04'
T5	S13°33'07"E	174.99'
T6	N76°26'53"E	51.04'
T7	S76°26'41"W	133.50'

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C3	90.00'	70.08'	68.32'	N08°45'30"E	44°36'44"
C4	205.00'	127.30'	125.27'	N13°16'21"E	35°34'49"

SLI ENGINEERING, INC.
Reg. No. F-1902
SURVEYING
Reg. No. 100120-00

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STATE OF TEXAS
REGISTERED
GUILLERMO LICON
2998
PROFESSIONAL
LAND SURVEYOR

PLAT OF SURVEY

SLI
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
6600 WESTWIND DRIVE
EL PASO, TEXAS
(915) 584-4457
SLI ENGINEERING, INC.

JOB # 06-25-5269
DRAWN BY: CV CK BY: GH/ET
DATE: 12/18/2025 SCALE: 1"=100'

PARCEL 2
LEGAL DESCRIPTION

PORTION OF TRACT 4-G-2-B-1,
NELLIE D MUNDY SURV #240
CITY OF EL PASO, EL PASO COUNTY, TEXAS.

PLAT REFERENCE
VOLUME x PAGE xx

I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND IMPROVEMENT SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998

DATE: 12-22-2025

F:\PROJECTS\CANUTILLO CIMARRON SCHOOL\ZONING\PLAT OF SURVEY 1.dwg, 12/18/2025 5:04:18 PM

PARCEL 2
METES AND BOUNDS DESCRIPTION

Being a portion of Tract 4-G-2-B-1, NELLIE D MUNDY SURV #240 El Paso, El paso County, Texas and as described by metes and bounds as follows:

Commencing at a found city monument located at the centerline of Cimarron Gap Drive; Thence South 76°27'11" West, along said centerline, a distance of 131.04 feet to a point lying on the common boundary line of Block 1, CIMARRON CANYON UNIT ONE; Thence, South 13°32'48" East, along said boundary line, a distance of 531.65 feet to a point; Thence South 76°26'41" West, a distance of 461.45 to a point being the northeast corner of the parcel being described, with Northing =360898.65 and Easting =10706320.02 as coordinates, and being considered as the "TRUE POINT OF BEGINNING" of this metes and bounds.

THENCE bearing South 76°26'41" West, a distance of 133.50 feet to a point for a boundary corner;
THENCE along a curve to the RIGHT, having a radius of 90.00 feet, a delta angle of 44°36'44", and whose long chord bears North 08°45'30" East, a distance of 68.32 feet ;
THENCE along a curve to the LEFT, having a radius of 205.00 feet, a delta angle of 35°34'49", and whose long chord bears North 13°16'21" East, a distance of 125.27 feet ;
THENCE bearing North 76°26'53" East, a distance of 51.04 feet to a point for a boundary corner;
THENCE bearing South 13°33'07" East, a distance of 174.99 feet back to the "TRUE POINT OF BEGINNING" of this description.

Said parcel of land containing 15,969.33 Square Feet (0.3666 Acres) of land, more or less.

SLI ENGINEERING, INC.
Reg. No. F-1902
SURVEYING
Rea. No. 100120-00

STATE OF TEXAS
REGISTERED
GUILLERMO LICON
2998
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METES AND BOUNDS

CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
6600 WESTWIND DRIVE
EL PASO, TEXAS
(915) 584-4457
SLI ENGINEERING, INC.

JOB # 06-25-5269
DRAWN BY: CV CK BY: GH/ET
DATE: 12/18/2025 SCALE: 1"=100'

PARCEL 2
LEGAL DESCRIPTION

PORTION OF TRACT 4-G-2-B-1,
NELLIE D MUNDY SURV #240
CITY OF EL PASO, EL PASO COUNTY, TEXAS.

PLAT REFERENCE
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GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998

DATE: 12-22-2025

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Resler and Cimarron Canyon

City Plan Commission — December 4, 2025 ***REVISED February 8, 2026***

CASE NUMBER:	**PZCR25-00004**
CASE MANAGER:	Luis Zamora, (915) 212-1552, ZamoraLF@elpasotexas.gov
PROPERTY OWNER:	Canutillo Independent School District
REPRESENTATIVE:	Nancy Hayes, CSA Design Group
LOCATION:	East of Resler Dr. and North of Cimarron Canyon Dr. (District 1)
PROPERTY AREA:	1.97 acres
REQUEST:	Release all conditions imposed by Ordinance No. 15672, Ordinance No. 19554, and Ordinance No. 19555
RELATED APPLICATIONS:	PZRZ25-00022 (Rezoning)
PUBLIC INPUT:	One (1) call of inquiry, one (1) email in support, and six (6) calls, two (2) emails, and one (1) letter in opposition received as of February 8, 2026

SUMMARY OF REQUEST: The applicant requests to release all conditions imposed by Ordinance No. 15672, Ordinance No. 19554, and Ordinance No. 19555 for proposed development of a school.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the request subject to approval of the concurrent rezoning request. The conditions being released are no longer applicable and not necessary. The proposed development complies with the G4, Suburban (Walkable) future land use map designation of *Plan El Paso*, the City's adopted Comprehensive Plan.

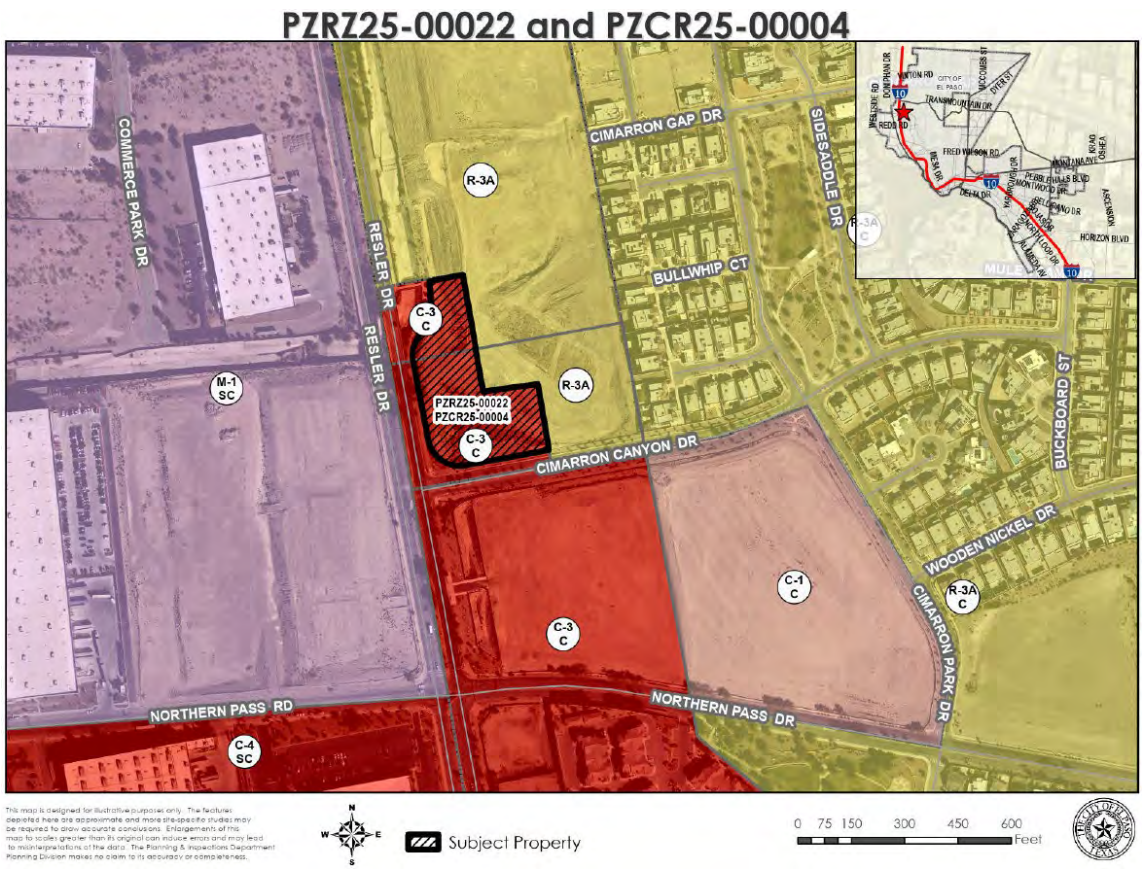


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant requests to release all conditions imposed by Ordinance No. 15672, Ordinance No. 19554, and Ordinance No. 19555 for proposed development of a school. The conditions being released are no longer applicable and not necessary.

PREVIOUS CASE HISTORY: City Council approved a rezoning in January 20, 2004 for a large area of land via Ordinance No. 15672 (attachment 3). The subject property is located within Parcel 1 and Parcel 2, with Parcel 1 having been were rezoned from R-3 (Residential) to C-1 (Commercial) and Parcel 2 having been rezoned from R-3 (Residential) to C-3/c (Commercial/conditions). On November 7, 2023, City Council amended the imposed conditions via Ordinance No. 19555 (attachment 5) to the following:

> *The portion of Parcel 1 that will remain commercial zoned shall provide a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion. No landscape buffer shall be required where adjacent to stormwater ponding or open space areas.*

In addition, City Council approved a rezoning in November 7, 2023 for a larger area of land, with the northern portion of the subject property located within Parcel 1, which was rezoned from C-1 (Commercial) to C-3/c (Commercial/conditions). The following condition was imposed on Parcel 1 via Ordinance No. 19554 (attachment 4):

> *That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion. No landscape buffer shall be required where adjacent to stormwater ponding or open space areas.*

STAFF ANALYSIS: Conditions on the property were imposed to protect adjacent residential uses from commercial uses that would be permitted on the subject property. Conditions involved a landscape buffer, which would act to setback any construction, as well as act as screening between such developments. The subject property is concurrently going through a rezoning from C-3 (Commercial) to R-3A (Residential). If the rezoning is approved, the subject property will match the adjacent residential property to the north and east. Due to this, the conditions would no longer be necessary and staff recommends their release.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed conditions release request and concurrently rezoning request is compatible with neighboring properties and zoning districts. Furthermore, the property is proposed to be part of a larger development under the same R-3A (Residential) zoning district. Land immediately abutting the property to the north and east is currently vacant zoned R-3A (Residential). To the south across Cimarron Canyon Drive, land is currently vacant zoned C-3/c (Commercial/conditions). To the west across Resler Drive, land is currently vacant zoned M-1/sc (Light Manufacturing/special contract). The closest school is Reyes Elementary School (0.85 mi.) and the closest park is Cimarron Canyon Park (0.16 mi.).

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed condition release is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **G-4, Suburban (Walkable):** This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to	Yes. The proposed zoning and condition release request is compatible with G-4, Suburban Future Land Use Map designation per *Plan El Paso*. Permitted uses align with the character of such designation.

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed condition release is in accordance with *Plan El Paso*, consider the following factors:	
supplement the limited housing stock and add missing civic and commercial uses	
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **R-3A (Residential) District:** The purpose of these districts 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 districts will permit primarily single-family and two-family residential areas, and recreational and institutional uses incidental to and serving the neighborhood.	Yes. Property adjacent to the north and east are zoned R-3A (Residential). Furthermore, the subject property is proposed to be part of a larger development with the proposed rezoning request to have the property match the zoning district.
Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.	Yes. The proposed rezoning and condition release request will expand the same zoning district of the adjacent property to the north and east into the subject property making the conditions no longer necessary.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	None. The proposed development is not within any historic district or study area plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested condition release.	The proposed development is not anticipated to pose any adverse effects on the community.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve green field or environmentally sensitive land arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is in transition. Properties have been rezoned within the last ten years. Part of the subject property as well as adjacent property were rezoned from C-4/c (Commercial/conditions) and C-1/c (Commercial/conditions) to R-3A (Residential) on November 17, 2023.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing conditions no longer suitable for the property.	Property is part of a larger development for a new school, which necessitates to be under the same zoning district prior to permitting. Due to the concurrent rezoning bringing the property to an R-3A (Residential) zoning district, the conditions are not necessary.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property takes access from both Resler Drive and Cimarron Canyon Drive, designated as a major arterial and a local road, respectively as classified in the City's Major Thoroughfare Plan (MTP) and is appropriate to serve the proposed development. There is as sidewalk present along Cimarron Canyon Drive and a shared-use path along Resler Drive. There are no public transportation routes or facilities within walking distance (0.25 mile). Public transportation facilities are found 0.41 miles away from the subject property along Northern Pass Road near Northwestern Drive.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were received from reviewing departments.

PUBLIC COMMENT: The subject property does not lie within the boundaries of any neighborhood association. Public notice was sent to all property owners within 300 feet of the subject property on November 21, 2025. As of February 8, 2026, the Planning Division has received one (1) call of inquiry, one (1) email in support, and six (6) calls, two (2) emails, and one (1) letter in opposition in opposition to the rezoning and condition release request. The reasoning for the opposition is increased traffic, limited access, safety concerns with the proposed development, and request for the applicant to include residents in the plans for the development.

RELATED APPLICATIONS: There is a rezoning application (PZRZ25-00022) running concurrently with the condition release request, requesting to rezone the subject property from C-3 (Commercial) to R-3A (Residential).

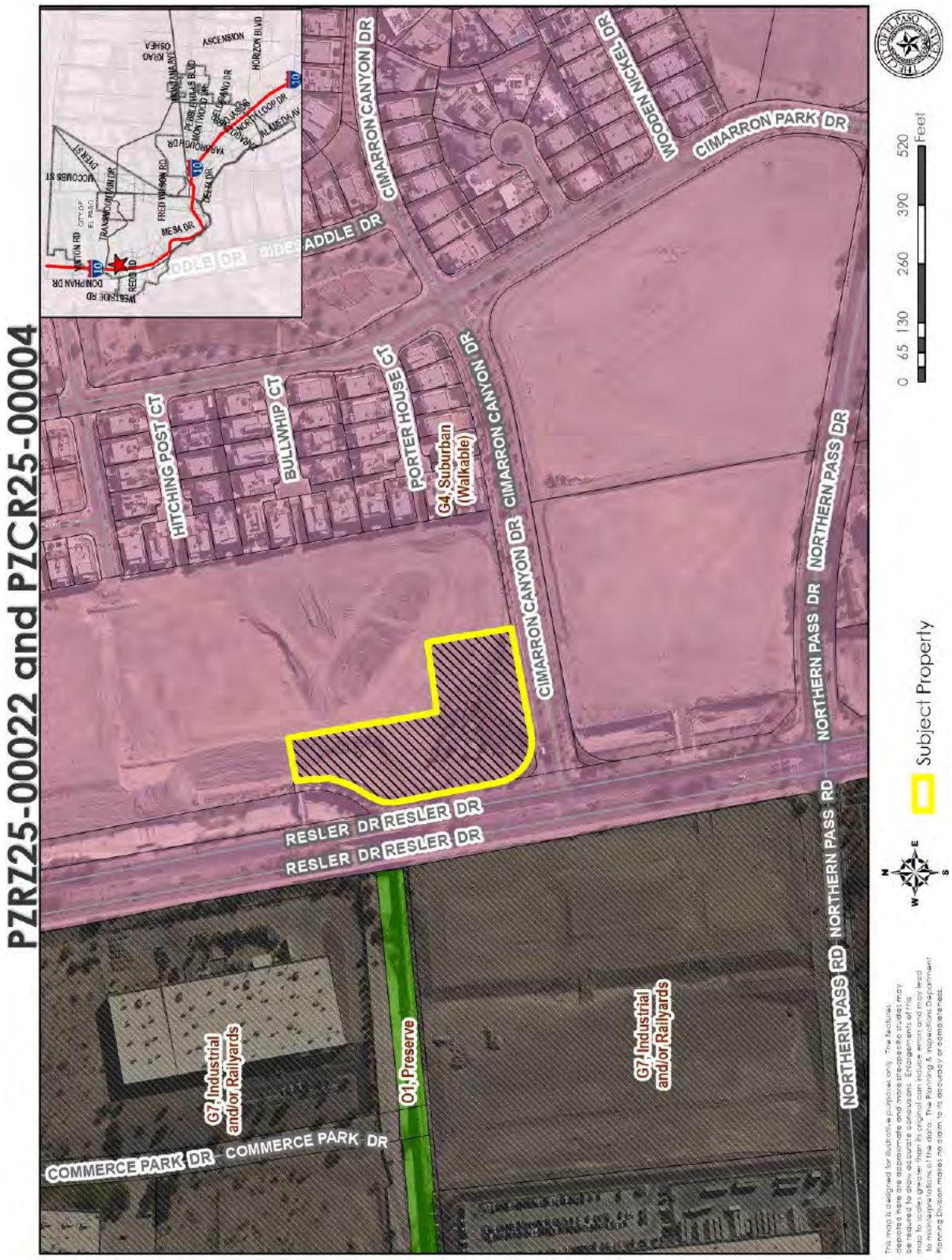
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the condition release request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the condition release 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 condition release request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

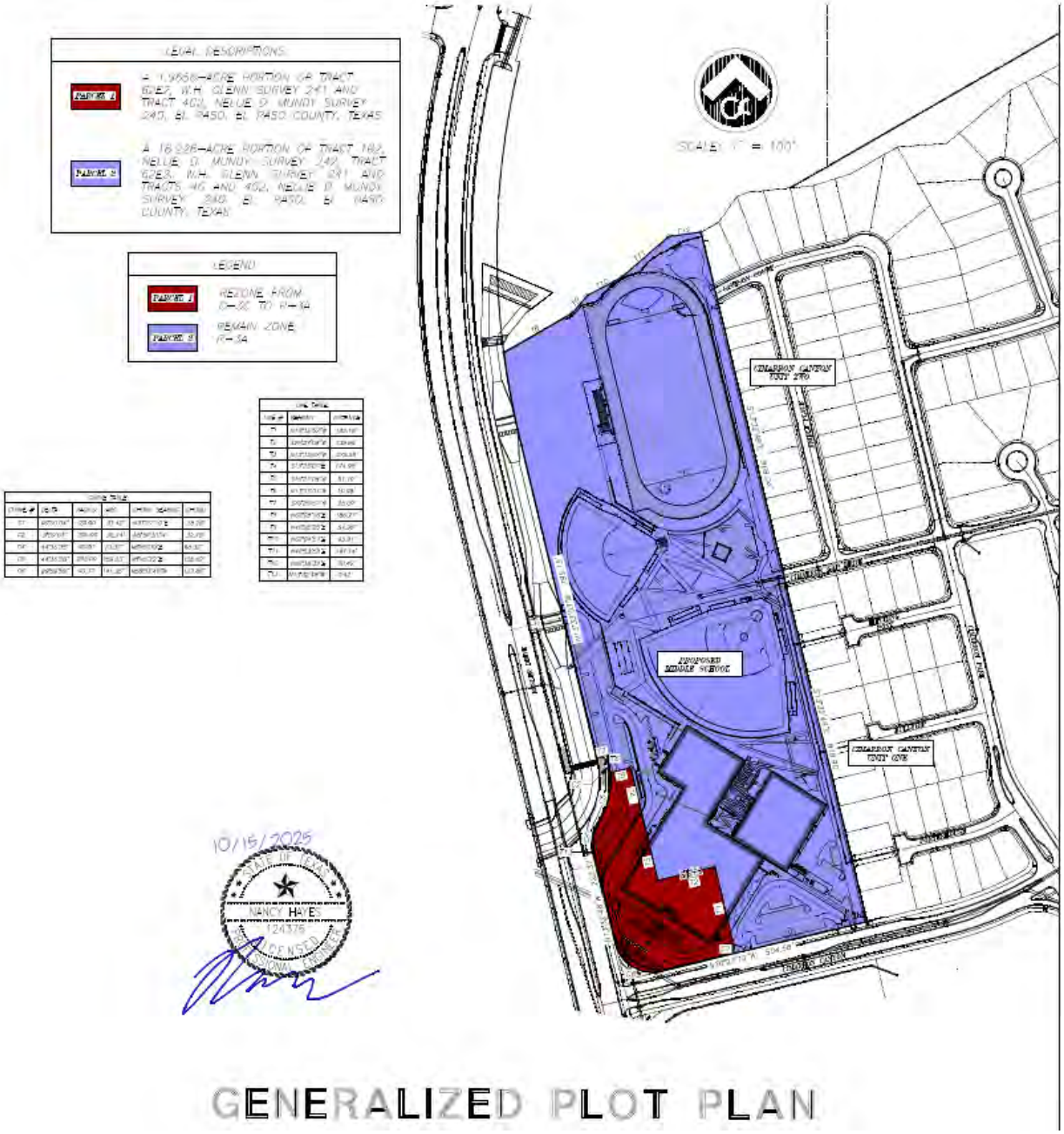
ATTACHMENTS:

1. Zoning Map
2. Conceptual Site Plan
3. Ordinance No. 15672
4. Ordinance No. 19554
5. Ordinance No. 19555
6. Department Comments
7. Neighborhood Notification Boundary Map
8. Public Input

ATTACHMENT 1



ATTACHMENT 2



GENERALIZED PLOT PLAN

ATTACHMENT 3

ORDINANCE NO. 15872

AN ORDINANCE CHANGING THE ZONING OF PARCEL 1: A PORTION OF NELLIE D. MUNDY SURVEY NO. 240, NELLIE D. MUNDY SURVEY NO. 242 AND W.H. GLENN SURVEY NO. 241, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-1 (COMMERCIAL), PARCEL 2: A PORTION OF NELLIE D. MUNDY SURVEY NO. 241, NELLIE D. MUNDY SURVEY NO. 242 AND W.H. GLENN SURVEY NO. 241, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL) AND IMPOSING CERTAIN CONDITIONS, PARCEL 3: A PORTION OF S.J. LARKIN SURVEY NO. 264 AND S.J. LARKIN SURVEY NO. 266, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-1 (COMMERCIAL), PARCEL 4: A PORTION OF S.J. LARKIN SURVEY NO. 266, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL TO R-3A (RESIDENTIAL), PARCEL 5: A PORTION OF NELLIE D. MUNDY SURVEY NO. 242 AND S.J. LARKIN SURVEY NO. 266, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-1 (COMMERCIAL), PARCEL 6: A PORTION OF NELLIE D. MUNDY SURVEY NO. 242 AND S.J. LARKIN SURVEY NO. 266, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL) AND IMPOSING CERTAIN CONDITIONS, PARCEL 7: A PORTION OF NELLIE D. MUNDY SURVEY NO. 240 AND NELLIE D. MUNDY SURVEY NO. 242, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO R-3A (RESIDENTIAL) AND IMPOSING CERTAIN CONDITIONS, PARCEL 8: A PORTION OF NELLIE D. MUNDY SURVEY NO. 242, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO R-3A (RESIDENTIAL) AND IMPOSING CERTAIN CONDITIONS, PARCEL 9: A PORTION OF NELLIE D. MUNDY SURVEY NO. 242 AND S.J. LARKIN SURVEY NO. 266, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL) AND IMPOSING CERTAIN CONDITIONS, PARCEL 10: A PORTION OF S.J. LARKIN SURVEY NO. 266, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO A-O (APARTMENT/OFFICE), PARCEL 11: A PORTION OF S.J. LARKIN SURVEY NO. 266, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL) AND IMPOSING CERTAIN CONDITIONS, PARCEL 12: A PORTION OF S.J. LARKIN SURVEY NO. 266, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO R-3A (RESIDENTIAL), AND PARCEL 13: A PORTION OF S.J. LARKIN SURVEY NO. 266, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO R-3A (RESIDENTIAL) AND IMPOSING CERTAIN CONDITIONS. THE PENALTY IS AS PROVIDED IN CHAPTER 20.68 OF THE EL PASO MUNICIPAL CODE.

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

1/21/2004

ORDINANCE NO. 15872 Zoning Case No: ZON03-00046

That the zoning of *Parcels 1 - 13*, as more particularly described by metes and bounds in the attached Exhibit "A", be changed within the meaning of the zoning ordinance, and that the zoning map of the City of El Paso be revised accordingly; as follows:

Parcel 1:	**From R-3 (Residential) to C-1 (Commercial)**
Parcel 2:	**From R-3 (Residential) to C-3/c (Commercial/conditions)**
Parcel 3:	**From R-3 (Residential) to C-1 (Commercial)**
Parcel 4:	**From R-3 (Residential) to R-3A (Residential)**
Parcel 5:	**From R-3 (Residential) to C-1 (Commercial)**
Parcel 6:	**From R-3 (Residential) to C-3/c (Commercial/conditions)**
Parcel 7:	**From R-3 (Residential) to R-3A/c (Residential/conditions)**
Parcel 8:	**From R-3 (Residential) to R-3A/c (Residential/conditions)**
Parcel 9:	**From R-3 (Residential) to C-3/c (Commercial/conditions)**
Parcel 10:	**From R-3 (Residential) to A-O (Apartment/Office)**
Parcel 11:	**From R-3 (Residential) to C-3/c (Commercial/conditions)**
Parcel 12:	**From R-3 (Residential) to R-3A (Residential)**
Parcel 13:	**From R-3 (Residential) to R-3A/c (Residential/conditions)**

That the properties described as **Parcels 2, 6, 9, and 11** be subject to the following conditions which are necessitated by and attributable to the increased intensity of use generated by the change of zoning **from R-3 (Residential) to C-3 (Commercial)** in order to protect the health, safety and welfare of adjacent property owners and the residents of this City:

A ten-foot (10') wide landscaped buffer to include, but not limited to, evergreen trees placed at fifteen (15) feet on center shall be required along the property line where abutting residential or apartment zoning districts. This shall be in addition to the landscaping requirements of Chapter 20.65 of the El Paso Municipal Code and shall be required prior to the issuance of any building permits.

That the properties described as **Parcel 7** be subject to the following conditions which are necessitated by and attributable to the increased intensity of use generated by the change of zoning **from R-3 (Residential) to R-3A (Residential)** in order to protect the health, safety and welfare of adjacent property owners and the residents of this City:

1. *Sixty percent (60%) of the land area within Parcel 7 shall not exceed the gross density of the R-3 (Residential) zoning district. The sixty percent (60%) shall be calculated based on the entire acreage within each subdivision plat recorded within this parcel, and shall only count toward the sixty percent (60%) required if the gross density for the subdivision plat does not exceed 7.26 units to the gross acre. Should the gross density exceed 7.26 units per acre, the entire acreage represented within the subdivision plat shall not count toward the sixty percent (60%) requirement stated herein.*

2. *For lots within subdivision plats meeting the density requirements of Condition No. 1, the minimum front yard setback shall be at least twenty-five (25) feet.*

That the properties described as **Parcels 8 and 13** be subject to the following conditions which are necessitated by and attributable to the increased intensity of use generated by the change of zoning **from R-3 (Residential) to R-3A (Residential)** in order to protect the health, safety and welfare of adjacent property owners and the residents of this City:

The land area within these parcels shall not exceed the gross density of the R-3 (Residential) zoning district.

These conditions shall run with the land, are a charge and servitude thereon, and bind the current property owner and any successors in title. The City may enforce these conditions by injunction, by rescission of the zoning which is made appropriate as a result of these conditions, or by any other legal or equitable remedy. The City Council of the City of El Paso may amend or release the above conditions in its discretion without the consent of any third person who may be benefited thereby, and without affecting the validity of this Ordinance.

PASSED AND APPROVED this 20th day of **January, 2004.**

(signatures on the next page)

ORDINANCE NO. 15672 **Zoning Case No: ZON03-00046**

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO CONTENT:

Fred Lopez, Zoning Coordinator
Planning, Research & Development

Rodolfo Valdez, Chief Urban Planner
Planning, Research & Development

Acknowledgment

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 23rd day of January, 2004, by **JOE WARDY** as **MAYOR** of **THE CITY OF EL PASO**.

My Commission Expires:

DONNA MARIE MARTINEZ
NOTARY PUBLIC
STATE OF TEXAS
My commission expires
November 01, 2005

Notary Public, State of Texas
Notary's Printed or Typed Name: Donna Marie Martinez

15672

1/21/2004

ORDINANCE NO. _____

Zoning Case No: ZON03-00046

ATTACHMENT 4

Doc # 20230083443

47

ORDINANCE NO. 019554

AN ORDINANCE CHANGING THE ZONING OF THE FOLLOWING REAL PROPERTY KNOWN AS: PARCEL 1: A 0.367-ACRE PORTION OF TRACT 62E2, W.H. GLENN SURVEY 241 AND TRACT 4G2, NELLIE D. MUNDY SURVEY 240, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM C-1 (COMMERCIAL) TO C-3 (COMMERCIAL) AND, PARCEL 2: A 18.228-ACRE PORTION OF TRACT 1B2, NELLIE D. MUNDY SURVEY 242, TRACT 62E2, W.H. GLENN SURVEY 241 AND TRACTS 4G AND 4G2, NELLIE D, MUNDY SURVEY 240, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM C-1 (COMMERCIAL), C-3/C (COMMERCIAL/CONDITIONS), AND C-4/C (COMMERCIAL/CONDITIONS) TO R-3A (RESIDENTIAL); AND IMPOSING A CONDITION. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of Parcel 1: **A 0.367-acre portion of Tract 62E2, W.H. Glenn Survey 241 and Tract 4G2, Nellie D. Mundy Survey 240**, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached **Exhibit "A"**, incorporated by reference; and, Parcel 2: **A 18.228-acre portion of Tract 1B2, Nellie D. Mundy Survey 242, Tract 62E2, W.H. Glenn Survey 241 and Tracts 4G and 4G2, Nellie D. Mundy Survey 240**, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached **Exhibit "B"**, incorporated by reference; be changed as listed for **PARCEL 1: FROM C-1 (COMMERCIAL)** TO **C-3 (COMMERCIAL); AND PARCEL 2: FROM C-1 (COMMERCIAL), C-3/c (COMMERCIAL/ CONDITIONS), AND C-4/C (COMMERCIAL/CONDITIONS)** TO **R-3A (RESIDENTIAL),** as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above as Parcel 1 be subject to the following condition which is necessitated by and attributable to the increased intensity of use generated by the change of zoning in order to protect the health, safety and welfare of the residents of the City:

That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion. No landscape buffer shall be required where adjacent to stormwater ponding or open space areas.

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 7 day of NOVEMBER, 2023.

THE CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russell Abeln
Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

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

(Exhibits on the following pages)

Doc # 20230083443
#Pages 7 #NFPages 1
11/14/2023 09:19 AM
Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees $50.00

eRecorded

I hearby certify that this instrument was filed on the date and time stamped heron by me and was duly recorded by document number in the Offical Public Records of real Property in El Paso County.

EL PASO COUNTY, TEXAS

EXHIBIT "A"

Property description: A 0.367-acre portion of Tract 62E2, W.H. Glenn Survey 241 and Tract 4G2, Nellie D. Mundy Survey 240, El Paso, El Paso County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a 0.367-acre portion of Tract 62E2, W.H. Glenn Survey 241 and Tract 4G2, Nellie D. Mundy Survey 240, El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

COMMENCING at the common most westerly corner of Cimarron Canyon Unit One (Clerk's File No. 20180052184, Plat Records, El Paso County, Texas) and Cimarron Canyon Unit Two (Clerk's File No: 20220003665, Plat Records, El Paso County, Texas); Thence, South 13°32'48" East, along the westerly boundary of Cimarron Canyon Unit One, a distance of 818.90 feet to the north right-of-way of Cimarron Canyon Drive (varied-width right-of-way; Cimarron Canyon Unit One); Thence, South 76°27'12" West, along said right-of-way, a distance of 341.47 feet; Thence, 31.42 feet along the arc of a curve to the left, having a radius of 20.00 feet, a central angle of 90°00'04" and a chord which bears North 31°27'10" East, a distance of 28.28 feet; Thence, North 13°32'52" West, a distance of 192.18 feet; Thence, South 76°27'08" West, a distance of 139.96 feet; Thence, North 13°33'07" West, a distance of 100.58 feet to the northerly boundary of that certain parcel of land described January 20, 2004, in Book 4825, Page 1944, Parcel 1, Deed Records, El Paso County, Texas, for the **POINT OF BEGINNING** of this description;

THENCE, South 76°26'41" West, along said boundary, a distance of 133.50 feet to the east right-of-way of Resler Drive (varied width right-of-way; January 8, 2002, Book 4158, Page 910, Deed Records, El Paso County, Texas);

THENCE, along said right-of-way the following courses and distances:

North 13°32'48" West, a distance of 0.42 feet;

70.07 feet along the arc of a curve to the right, having a radius of 90.00 feet, a central angle of 44°36'35", and a chord which bears North 8°45'30" East, a distance of 68.32 feet;

126.89 feet along the arc of a curve to the left, having a radius of 205.00 feet, a central angle of 35°27'50", and a chord which bears North 13°19'53" East, a distance of 124.87 feet;

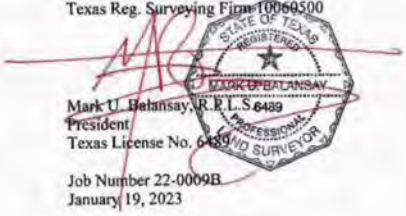
THENCE, North 76°27'08" East, a distance of 51.10 feet;

THENCE, South 13°33'07" East, a distance of 174.98 feet to the **POINT OF BEGINNING** of this description.

Said parcel of land contains 0.367 acres (16,003 square feet) of land more or less.

NOTE: THIS DESCRIPTION IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY.

ROBERT SEIPEL ASSOCIATES, INC.
Professional Land Surveyors
Texas Reg. Surveying Firm 10060500



Mark U. Balansay, R.P.L.S. 6489
President
Texas License No. 6489

Job Number 22-0009B
January 19, 2023

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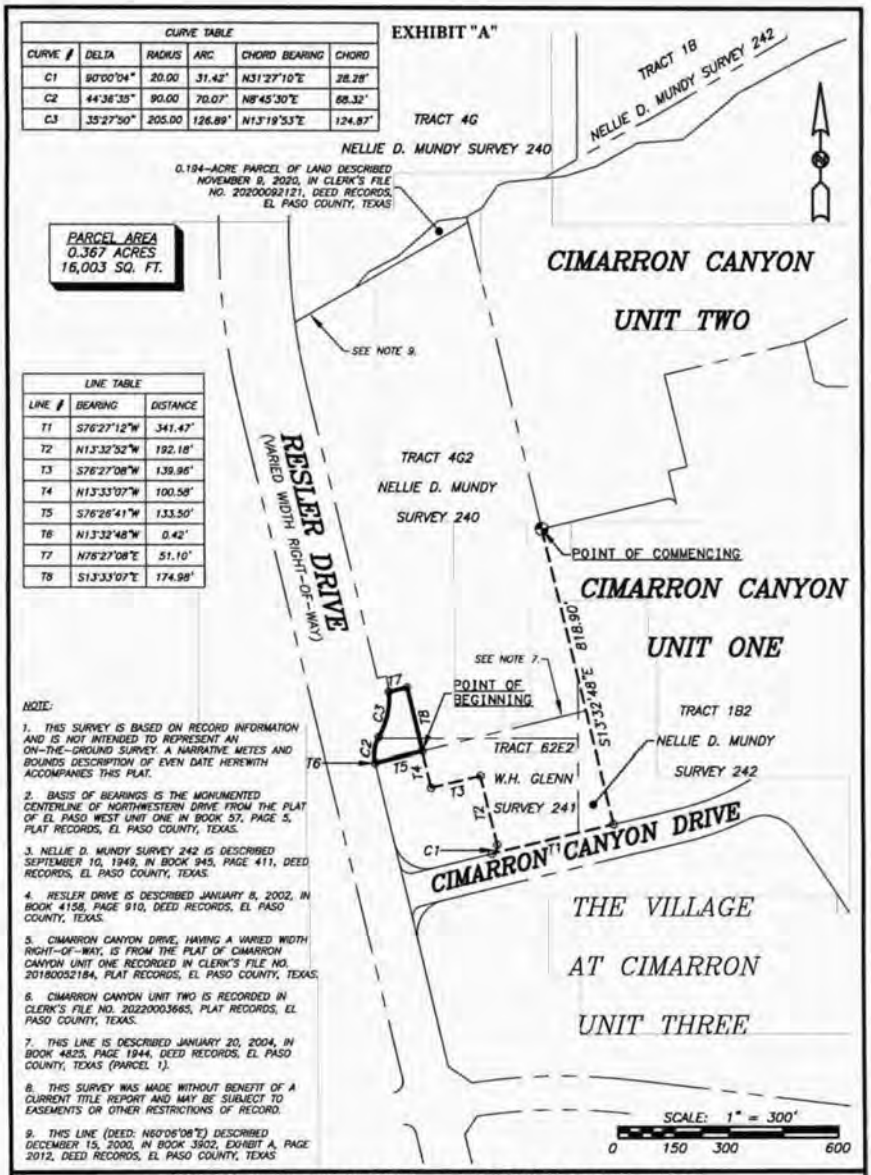

EXHIBIT "A"
CURVE TABLE
CURVE # | DELTA | RADIUS | ARC | CHORD BEARING | CHORD
C1 | 90°00'04" | 20.00 | 31.42' | N31°27'10"E | 28.28'
C2 | 44°36'35" | 90.00 | 70.07' | N8°45'30"E | 68.32'
C3 | 35°27'50" | 205.00 | 126.89' | N13°19'33"E | 124.87'
LINE TABLE
LINE # | BEARING | DISTANCE
T1 | S76°27'12"W | 341.47'
T2 | N13°32'52"W | 192.18'
T3 | S76°27'08"W | 139.96'
T4 | N13°33'07"W | 100.58'
T5 | S76°26'41"W | 133.50'
T6 | N13°32'48"W | 0.42'
T7 | N76°27'08"E | 51.10'
T8 | S13°33'07"E | 174.98'
PARCEL AREA
0.367 ACRES
16,003 SQ. FT.
TRACT 1B
NELLIE D. MUNDY SURVEY 242
TRACT 4G
NELLIE D. MUNDY SURVEY 240
0.194-ACRE PARCEL OF LAND DESCRIBED NOVEMBER 9, 2020, IN CLERK'S FILE NO. 20200092121, DEED RECORDS, EL PASO COUNTY, TEXAS
CIMARRON CANYON UNIT TWO
SEE NOTE 9.
RESLER DRIVE
(VARIED WIDTH RIGHT-OF-WAY)
TRACT 4G2
NELLIE D. MUNDY SURVEY 240
POINT OF COMMENCING
CIMARRON CANYON UNIT ONE
818.90'
S13°32'48"E
SEE NOTE 7.
POINT OF BEGINNING
TRACT 1B2
NELLIE D. MUNDY SURVEY 242
TRACT 62E2
W.H. GLENN SURVEY 241
CIMARRON CANYON DRIVE
THE VILLAGE AT CIMARRON UNIT THREE
SCALE: 1" = 300'
0 150 300 600
NOTE:
1. THIS SURVEY IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY. A NARRATIVE METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS PLAT.
2. BASIS OF BEARINGS IS THE MONUMENTED CENTERLINE OF NORTHWESTERN DRIVE FROM THE PLAT OF EL PASO WEST UNIT ONE IN BOOK 57, PAGE 5, PLAT RECORDS, EL PASO COUNTY, TEXAS.
3. NELLIE D. MUNDY SURVEY 242 IS DESCRIBED SEPTEMBER 10, 1949, IN BOOK 945, PAGE 411, DEED RECORDS, EL PASO COUNTY, TEXAS.
4. RESLER DRIVE IS DESCRIBED JANUARY 8, 2002, IN BOOK 4158, PAGE 910, DEED RECORDS, EL PASO COUNTY, TEXAS.
5. CIMARRON CANYON DRIVE, HAVING A VARIED WIDTH RIGHT-OF-WAY, IS FROM THE PLAT OF CIMARRON CANYON UNIT ONE RECORDED IN CLERK'S FILE NO. 20180052184, PLAT RECORDS, EL PASO COUNTY, TEXAS.
6. CIMARRON CANYON UNIT TWO IS RECORDED IN CLERK'S FILE NO. 20220003685, PLAT RECORDS, EL PASO COUNTY, TEXAS.
7. THIS LINE IS DESCRIBED JANUARY 20, 2004, IN BOOK 4825, PAGE 1944, DEED RECORDS, EL PASO COUNTY, TEXAS (PARCEL 1).
8. THIS SURVEY WAS MADE WITHOUT BENEFIT OF A CURRENT TITLE REPORT AND MAY BE SUBJECT TO EASEMENTS OR OTHER RESTRICTIONS OF RECORD.
9. THIS LINE (DEED: N60°06'08"E) DESCRIBED DECEMBER 15, 2000, IN BOOK 3902, EXHIBIT A, PAGE 2012, DEED RECORDS, EL PASO COUNTY, TEXAS.
ROBERT SEIPEL ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1845 NORTHWESTERN DR. SUITE C EL PASO, TX 79912 915-877-1928
STATE OF TEXAS REGISTERED MARK U. BALANSAY 6459 PROFESSIONAL LAND SURVEYOR
A 0.367-ACRE PORTION OF TRACT 62E2, W.H. GLENN SURVEY 241 AND TRACT 4G2, NELLIE D. MUNDY SURVEY 240, EL PASO, EL PASO COUNTY, TEXAS.
TEXAS REG. SURVEYING FIRM 10060500
DATE: 01-19-23
SCALE: 1" = 300'
DRAWN BY: MJB
CHK'D BY: MJB
FB: ~
FILE #: 22-0009B
REVISED:
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EXHIBIT "B"

Property description: A 18.228-acre portion of Tract 1B2, Nellie D. Mundy Survey 242, Tract 62E2, W.H. Glenn Survey 241 and Tracts 4G and 4G2, Nellie D. Mundy Survey 240, El Paso, El Paso County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a 18.228-acre portion of Tract 1B2, Nellie D. Mundy Survey 242 (September 10, 1949, Book 945, Page 411, Deed Records, El Paso County, Texas), Tract 62E2, W.H. Glenn Survey 241 and Tracts 4G and 4G2, Nellie D. Mundy Survey 240, El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

COMMENCING at the common most westerly corner of Cimarron Canyon Unit One (Clerk's File No. 20180052184, Plat Records, El Paso County, Texas) and Cimarron Canyon Unit Two (Clerk's File No. 20220003665, Plat Records, El Paso County, Texas) and the **POINT OF BEGINNING** of this description;

THENCE, South 13°32'48" East, along the westerly boundary of Cimarron Canyon Unit One, a distance of 818.90 feet to the north right-of-way of Cimarron Canyon Drive (varied-width right-of-way; Cimarron Canyon Unit One);

THENCE, South 76°27'12" West, along said right-of-way, a distance of 341.47 feet;

THENCE, 31.42 feet along the arc of a curve to the left, having a radius of 20.00 feet, a central angle of 90°00'04" and a chord which bears North 31°27'10" East, a distance of 28.28 feet;

THENCE, North 13°32'52" West, a distance of 192.18 feet;

THENCE, South 76°27'08" West, a distance of 139.96 feet;

THENCE, North 13°33'07" West, a distance of 275.56 feet;

THENCE, South 76°27'08" West, a distance of 51.10 feet to the east right-of-way of Resler Drive (varied width right-of-way; January 8, 2002, Book 4158, Page 910, Deed Records, El Paso County, Texas);

THENCE, along said right-of-way the following courses and distances:

32.74 feet along the arc of a curve to the left, having a radius of 205.00 feet, a central angle of 9°09'01" and a chord which bears North 8°58'33" West, a distance of 32.70 feet;

North 13°33'03" West, a distance of 10.99 feet;

South 76°26'57" West, a distance of 25.00 feet;

North 13°33'03" West, a distance of 789.15 feet;

198.69 feet along the arc of a curve to the right, having a radius of 1875.00 feet, a central angle of 6°04'17" and a chord which bears North 10°30'55" West, a distance of 198.59 feet to the northerly boundary of that certain parcel of land described December 15, 2000, in Book 3902, Page 2012, Exhibit A, Deed Records, El Paso County, Texas;

THENCE, North 60°08'16" East (Deed: North 60°06'08" East) along said boundary, a distance of 188.27 feet to the northerly boundary of that 0.194-acre parcel of land described November 9, 2020, in Clerk's File No. 20200092121, Deed Records, El Paso County, Texas;

THENCE, along said boundary the following courses and distances:

North 40°25'25" East, a distance of 54.96 feet;

North 62°04'57" East, a distance of 93.91 feet;

North 48°53'58" East, a distance of 147.14 feet;

North 82°38'32" East, a distance of 78.42 feet to the westerly boundary of Cimarron Canyon Unit Two;

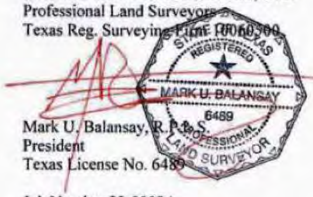
THENCE, South 13°32'48" East, along said boundary, a distance of 868.04 feet to the **POINT OF BEGINNING** of this description.

Said parcel of land contains 18.228 acres (794,011 square feet) of land more or less.

NOTE: THIS DESCRIPTION IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY.

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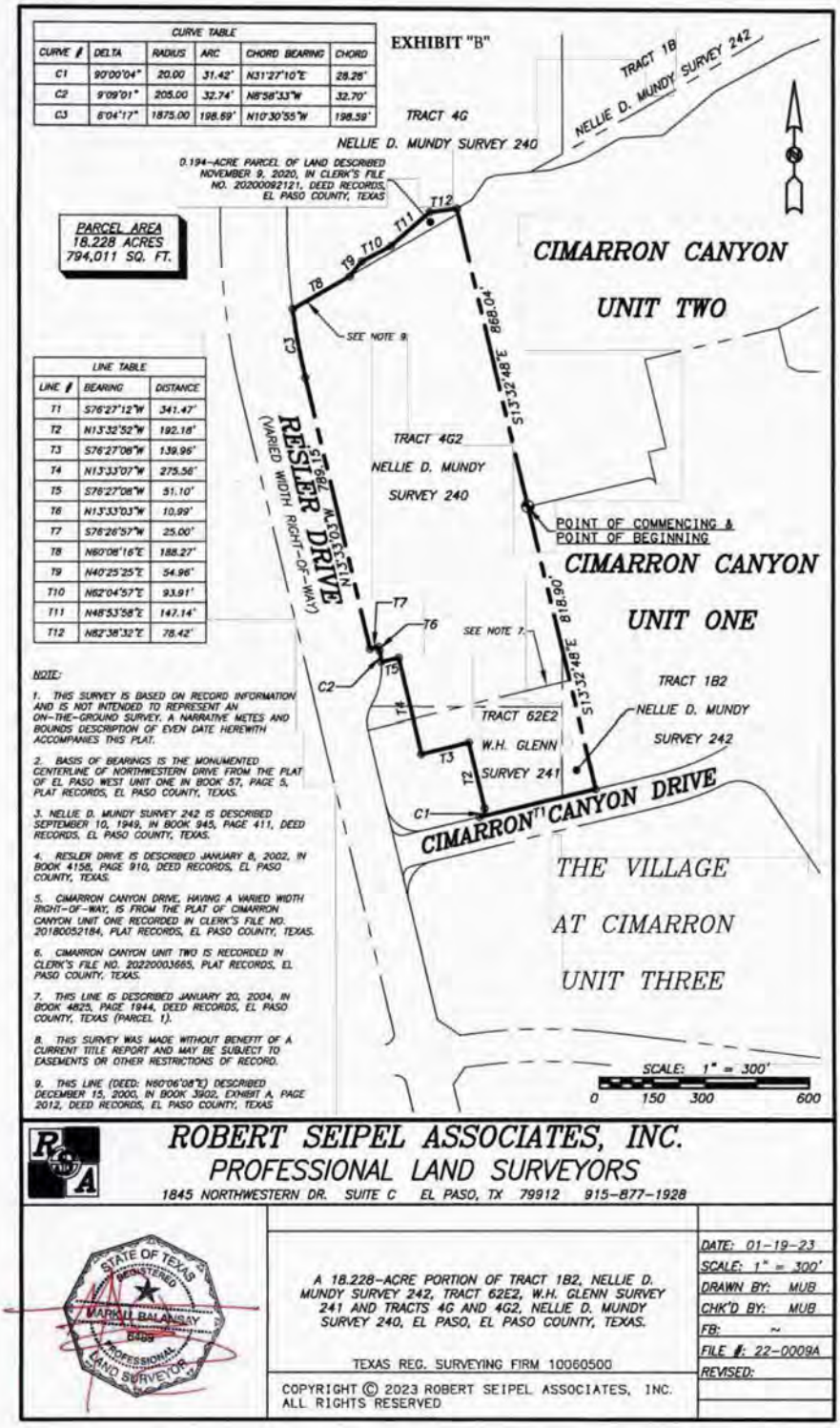
ROBERT SEIPEL ASSOCIATES, INC.
Professional Land Surveyors
Texas Reg. Surveying Firm 10060300



Mark U. Balansay, R.P.L.S.
President
Texas License No. 6489

Job Number 22-0009A
January 19, 2023

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EXHIBIT "B"
CURVE TABLE
CURVE # | DELTA | RADIUS | ARC | CHORD BEARING | CHORD
C1 | 90°00'04" | 20.00 | 31.42' | N31°27'10"E | 28.28'
C2 | 9°09'01" | 205.00 | 32.74' | N8°58'33"W | 32.70'
C3 | 6°04'17" | 1875.00 | 198.69' | N10°30'55"W | 198.59'
LINE TABLE
LINE # | BEARING | DISTANCE
T1 | S76°27'12"W | 341.47'
T2 | N13°32'52"W | 192.18'
T3 | S76°27'08"W | 139.96'
T4 | N13°33'07"W | 275.56'
T5 | S76°27'08"W | 51.10'
T6 | N13°33'03"W | 10.99'
T7 | S76°26'57"W | 25.00'
T8 | N60°08'16"E | 188.27'
T9 | N40°25'25"E | 54.96'
T10 | N62°04'57"E | 93.91'
T11 | N48°53'58"E | 147.14'
T12 | N82°38'32"E | 78.42'
PARCEL AREA
18.228 ACRES
794,011 SQ. FT.
0.194-ACRE PARCEL OF LAND DESCRIBED NOVEMBER 9, 2020, IN CLERK'S FILE NO. 20200092121, DEED RECORDS, EL PASO COUNTY, TEXAS
TRACT 1B
NELLIE D. MUNDY SURVEY 242
TRACT 4G
NELLIE D. MUNDY SURVEY 240
CIMARRON CANYON
UNIT TWO
SEE NOTE 9
868.04'
S13°32'48"E
TRACT 4G2
NELLIE D. MUNDY
SURVEY 240
RESLER DRIVE
(VARIED WIDTH RIGHT-OF-WAY)
POINT OF COMMENCING &
POINT OF BEGINNING
CIMARRON CANYON
UNIT ONE
818.90'
S13°32'48"E
SEE NOTE 7
TRACT 1B2
NELLIE D. MUNDY
SURVEY 242
TRACT 62E2
W.H. GLENN
SURVEY 241
CIMARRON CANYON DRIVE
THE VILLAGE
AT CIMARRON
UNIT THREE
SCALE: 1" = 300'
0 150 300 600
NOTE:
1. THIS SURVEY IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY. A NARRATIVE METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS PLAT.
2. BASIS OF BEARINGS IS THE MONUMENTED CENTERLINE OF NORTHWESTERN DRIVE FROM THE PLAT OF EL PASO WEST UNIT ONE IN BOOK 57, PAGE 5, PLAT RECORDS, EL PASO COUNTY, TEXAS.
3. NELLIE D. MUNDY SURVEY 242 IS DESCRIBED SEPTEMBER 10, 1949, IN BOOK 945, PAGE 411, DEED RECORDS, EL PASO COUNTY, TEXAS.
4. RESLER DRIVE IS DESCRIBED JANUARY 8, 2002, IN BOOK 4158, PAGE 910, DEED RECORDS, EL PASO COUNTY, TEXAS.
5. CIMARRON CANYON DRIVE, HAVING A VARIED WIDTH RIGHT-OF-WAY, IS FROM THE PLAT OF CIMARRON CANYON UNIT ONE RECORDED IN CLERK'S FILE NO. 20180052184, PLAT RECORDS, EL PASO COUNTY, TEXAS.
6. CIMARRON CANYON UNIT TWO IS RECORDED IN CLERK'S FILE NO. 20220003665, PLAT RECORDS, EL PASO COUNTY, TEXAS.
7. THIS LINE IS DESCRIBED JANUARY 20, 2004, IN BOOK 4825, PAGE 1944, DEED RECORDS, EL PASO COUNTY, TEXAS (PARCEL 1).
8. THIS SURVEY WAS MADE WITHOUT BENEFIT OF A CURRENT TITLE REPORT AND MAY BE SUBJECT TO EASEMENTS OR OTHER RESTRICTIONS OF RECORD.
9. THIS LINE (DEED: N60°06'08"E) DESCRIBED DECEMBER 15, 2000, IN BOOK 3902, EXHIBIT A, PAGE 2012, DEED RECORDS, EL PASO COUNTY, TEXAS
ROBERT SEIPEL ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1845 NORTHWESTERN DR. SUITE C EL PASO, TX 79912 915-877-1928
STATE OF TEXAS
REGISTERED
MARKUS BALANSAY
6409
PROFESSIONAL
LAND SURVEYOR
A 18.228-ACRE PORTION OF TRACT 1B2, NELLIE D. MUNDY SURVEY 242, TRACT 62E2, W.H. GLENN SURVEY 241 AND TRACTS 4G AND 4G2, NELLIE D. MUNDY SURVEY 240, EL PASO, EL PASO COUNTY, TEXAS.
TEXAS REG. SURVEYING FIRM 10060500
DATE: 01-19-23
SCALE: 1" = 300'
DRAWN BY: MJB
CHK'D BY: MJB
FB: ~
FILE #: 22-0009A
REVISED:
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ATTACHMENT 5

Doc # 20230083442

48

ORDINANCE NO. 019555

AN ORDINANCE AMENDING A CONDITION PLACED ON PARCEL 1 BY ORDINANCE NO. 15672 WHICH CHANGED THE ZONING OF A 4.32-ACRE PORTION OF TRACT 1B2, NELLIE D. MUNDY SURVEY 242, TRACT 62E2, W.H. GLENN SURVEY 241 AND TRACT 4G2, NELLIE D. MUNDY SURVEY 240, CITY OF EL PASO, EL PASO COUNTY, TEXAS, AND WHICH IMPOSED A CONDITION, AND RELEASING ALL CONDITIONS PLACED ON PARCEL 2 BY ORDINANCE NO. 15708 WHICH CHANGED THE ZONING OF A 0.194-ACRE PORTION OF TRACT 4G, NELLIE D. MUNDY SURVEY 240, CITY OF EL PASO, EL PASO COUNTY, TEXAS, AND WHICH IMPOSED A CONDITION. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, the zoning of Parcel 1 described as *a 4.232-acre portion of Tract 1B2, Nellie D. Mundy Survey 242, Tract 62E2, W.H. Glenn Survey 241 and Tract 4G2, Nellie D. Mundy Survey 240, City of El Paso, El Paso County, Texas,* was changed by Ordinance No. 15672 approved by City Council on January 20, 2004; and,

WHEREAS, the zoning of Parcel 2 described as a *0.194-acre portion of Tract 4G, Nellie D. Mundy Survey 240, City of El Paso, El Paso County, Texas,* was changed by Ordinance No. 15708 approved by City Council on March 2, 2004; and,

WHEREAS, placement of such conditions was necessitated by and attributable to the increased intensity of use generated by the change of zoning; and,

WHEREAS, the owner (applicant) submitted an application requesting a condition amendment and the removal of all conditions because these conditions have been satisfied or are current requirement of the City Code; and,

WHEREAS, a public hearing regarding removal of the conditions was held before the City Plan Commission, and the Commission recommended approval of the release of all conditions and approval of the amendment; and,

WHEREAS, the City Council of the City of El Paso has determined that the release and amendment of certain conditions will protect the best interest, health, safety, and welfare of the public in general.

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

1. That all of the zoning conditions imposed by Ordinance No. 15672 approved by City Council on January 20, 2004, on Parcel 1 identified in **Exhibit "A"** be amended to read as follows:

The portion of Parcel 1 that will remain commercial zoned shall provide a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion. No landscape buffer shall be required where adjacent to stormwater ponding or open space areas; and,

2. That all of the zoning conditions imposed by Ordinance No. 15708 approved by City Council on March 2, 2004, on Parcel 2 identified in **Exhibit "B"** be released because the conditions have been satisfied and are no longer necessary, or are current requirements of the City Code.

Conditions as follows:
A ten (10) foot wide landscaped buffer to include, but not limited to, evergreen trees placed at fifteen (15) feet on center shall be required along any property line abutting residential or apartment zoning districts, except where abutting el paso natural gas company right - of -way, or a twenty-five (25) foot setback shall be required where abutting residential or apartment zoning districts. This shall be in addition to the landscaping requirements of the chapter 20.65 of the El Paso City Code and shall be required prior to the issuance of any building permits.

ADOPTED this 7 day of NOVEMBER, 2023

THE CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. 019555
#168960 / 11-1007-071 / Zoning Condition Release

Zoning Case No: PZCR23-00002

Doc # 20230083442
#Pages 6 #NFPages 1
11/14/2023 09:19 AM
Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees $46.00

eRecorded

I hearby certify that this instrument was filed on the date and time stamped heron by me and was duly recorded by document number in the Offical Public Records of real Property in El Paso County.

EL PASO COUNTY, TEXAS

EXHIBIT "A"

Property description: A 4.232-acre portion of Tract 1B2, Nellie D. Mundy Survey 242, Tract 62E2, W.H. Glenn Survey 241 and Tract 4G2, Nellie D. Mundy Survey 240, El Paso, El Paso County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a 4.232-acre portion of Tract 1B2, Nellie D. Mundy Survey 242 (September 10, 1949, Book 945, Page 411, Deed Records, El Paso County, Texas), Tract 62E2, W.H. Glenn Survey 241 and Tract 4G2, Nellie D. Mundy Survey 240, El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

COMMENCING at the common most westerly corner of Cimarron Canyon Unit One (Clerk's File No. 20180052184, Plat Records, El Paso County, Texas) and Cimarron Canyon Unit Two (Clerk's File No. 20220003665, Plat Records, El Paso County, Texas); Thence, South 13°32'48" East, along the westerly boundary of Cimarron Canyon Unit One, a distance of 506.07 feet to the **POINT OF BEGINNING** of this description;

THENCE, South 13°32'48" East, continuing along said boundary, a distance of 312.83 feet to the north right-of-way of Cimarron Canyon Drive (varied-width right-of-way; Cimarron Canyon Unit One)

THENCE, South 76°27'12" West, along said right-of-way, a distance of 504.58 feet the the northerly boundary of Lot 1, Block 15, Cimarron Canyon Unit One;

THENCE, 141.95 feet continuing along said boundary and along the arc of a curve to the right, having a radius of 90.37 feet, a central angle of 89°59'59", and a chord which bears North 58°32'48"West, a distance of 127.80 feet to the east right-of-way of Resler Drive (varied width right-of-way; January 8, 2002, Book 4158, Page 910, Deed Records, El Paso County, Texas);

THENCE, North 13°32'48" West, along said right-of-way, a distance of 222.38 feet to the southerly boundary of that certain parcel of land described January 20, 2004, in Book 4825, Page 1944, Deed Records, El Paso County, Texas;

THENCE, North 76°26'41" East, along said boundary, a distance of 594.95 feet to the **POINT OF BEGINNING** of this description.

Said parcel of land contains 4.232 acres (184,343 square feet) of land more or less.

NOTE: THIS DESCRIPTION IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY.

ROBERT SEIPEL ASSOCIATES, INC.
Professional Land Surveyors
Texas Reg. Surveying Firm 10060500



Mark U. Hallinay, R.P.L.S.
President
Texas License No. 6489

Job Number 22-0009D
April 27, 2023

Page 1 of 1
22-0009D.docx

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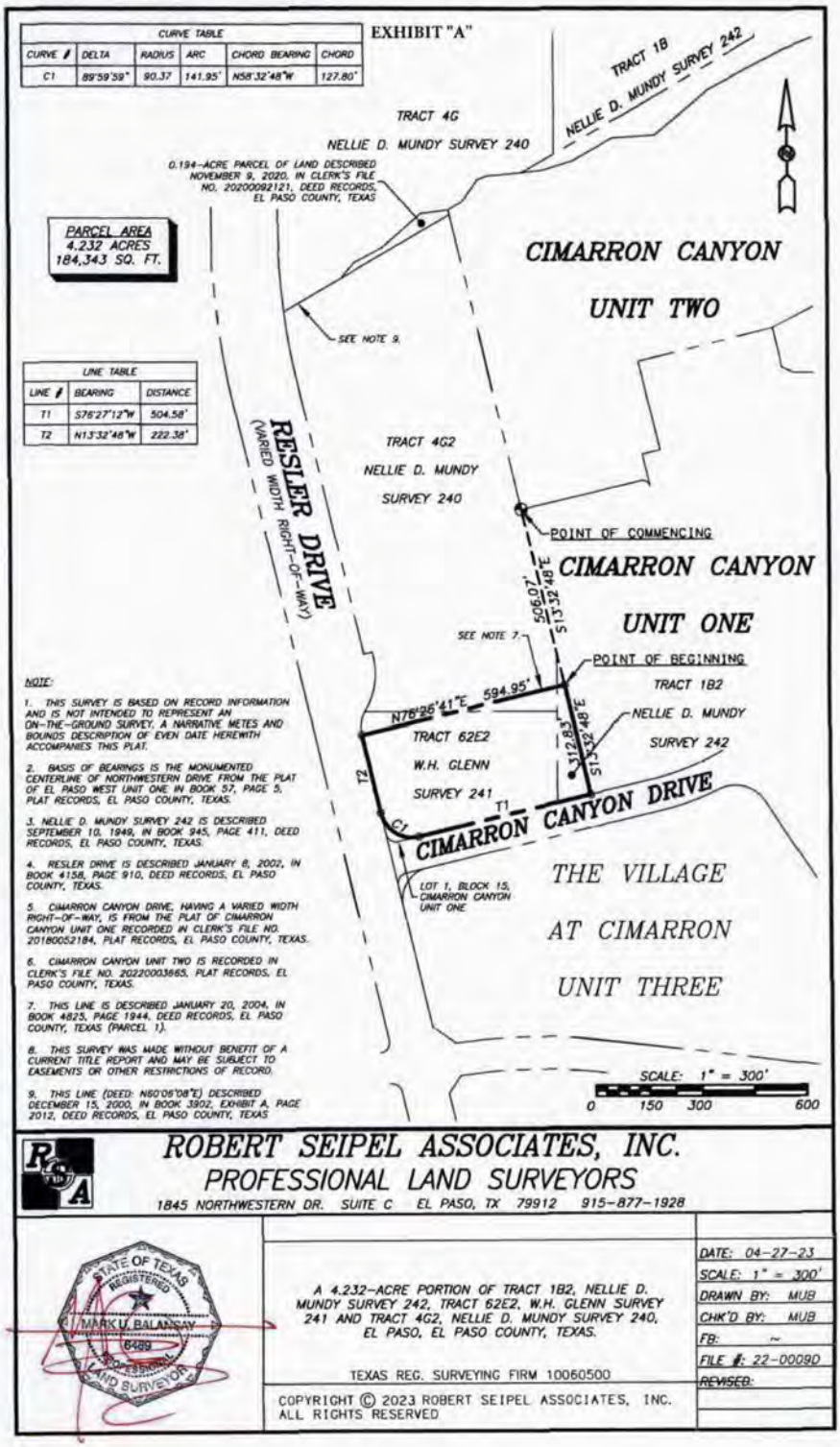

EXHIBIT "A"
CURVE TABLE
CURVE # | DELTA | RADIUS | ARC | CHORD BEARING | CHORD
C1 | 89°59'59" | 90.37' | 141.95' | N58°32'48"W | 127.80'
LINE TABLE
LINE # | BEARING | DISTANCE
T1 | S76°27'12"W | 504.58'
T2 | N13°32'48"W | 222.38'
PARCEL AREA
4.232 ACRES
184,343 SQ. FT.
TRACT 1B
NELLIE D. MUNDY SURVEY 242
TRACT 4G
NELLIE D. MUNDY SURVEY 240
0.194-ACRE PARCEL OF LAND DESCRIBED NOVEMBER 9, 2020, IN CLERK'S FILE NO. 20200092121, DEED RECORDS, EL PASO COUNTY, TEXAS
CIMARRON CANYON
UNIT TWO
SEE NOTE 9.
RESLER DRIVE
(VARIED WIDTH RIGHT-OF-WAY)
TRACT 4G2
NELLIE D. MUNDY
SURVEY 240
POINT OF COMMENCING
506.07'
S13°32'48"E
CIMARRON CANYON
UNIT ONE
SEE NOTE 7.
POINT OF BEGINNING
TRACT 1B2
NELLIE D. MUNDY
SURVEY 242
N76°26'41"E
594.95'
TRACT 62E2
W.H. GLENN
SURVEY 241
312.83'
S13°32'48"E
T2
T1
C1
CIMARRON CANYON DRIVE
LOT 1, BLOCK 15, CIMARRON CANYON UNIT ONE
THE VILLAGE
AT CIMARRON
UNIT THREE
SCALE: 1" = 300'
0 150 300 600
NOTE:
1. THIS SURVEY IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY. A NARRATIVE METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS PLAT.
2. BASIS OF BEARINGS IS THE MONUMENTED CENTERLINE OF NORTHWESTERN DRIVE FROM THE PLAT OF EL PASO WEST UNIT ONE IN BOOK 57, PAGE 5, PLAT RECORDS, EL PASO COUNTY, TEXAS.
3. NELLIE D. MUNDY SURVEY 242 IS DESCRIBED SEPTEMBER 10, 1949, IN BOOK 945, PAGE 411, DEED RECORDS, EL PASO COUNTY, TEXAS.
4. RESLER DRIVE IS DESCRIBED JANUARY 8, 2002, IN BOOK 4158, PAGE 910, DEED RECORDS, EL PASO COUNTY, TEXAS.
5. CIMARRON CANYON DRIVE, HAVING A VARIED WIDTH RIGHT-OF-WAY, IS FROM THE PLAT OF CIMARRON CANYON UNIT ONE RECORDED IN CLERK'S FILE NO. 20180052184, PLAT RECORDS, EL PASO COUNTY, TEXAS.
6. CIMARRON CANYON UNIT TWO IS RECORDED IN CLERK'S FILE NO. 20220003865, PLAT RECORDS, EL PASO COUNTY, TEXAS.
7. THIS LINE IS DESCRIBED JANUARY 20, 2004, IN BOOK 4825, PAGE 1944, DEED RECORDS, EL PASO COUNTY, TEXAS (PARCEL 1).
8. THIS SURVEY WAS MADE WITHOUT BENEFIT OF A CURRENT TITLE REPORT AND MAY BE SUBJECT TO EASEMENTS OR OTHER RESTRICTIONS OF RECORD.
9. THIS LINE (DEED: N60°06'08"E) DESCRIBED DECEMBER 15, 2000, IN BOOK 3902, EXHIBIT A, PAGE 2012, DEED RECORDS, EL PASO COUNTY, TEXAS
ROBERT SEIPEL ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1845 NORTHWESTERN DR. SUITE C EL PASO, TX 79912 915-877-1928
STATE OF TEXAS
REGISTERED
MARK U. BALANSAY
6489
PROFESSIONAL
LAND SURVEYOR
A 4.232-ACRE PORTION OF TRACT 1B2, NELLIE D. MUNDY SURVEY 242, TRACT 62E2, W.H. GLENN SURVEY 241 AND TRACT 4G2, NELLIE D. MUNDY SURVEY 240, EL PASO, EL PASO COUNTY, TEXAS.
TEXAS REG. SURVEYING FIRM 10060500
DATE: 04-27-23
SCALE: 1" = 300'
DRAWN BY: MJB
CHK'D BY: MJB
FB: ~
FILE #: 22-0009D
REVISED:
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ALL RIGHTS RESERVED

EXHIBIT "B"

Property description: A 0.194-acre portion of Tract 4G, Nellie D. Mundy Survey 240, El Paso, El Paso County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a 0.194-acre portion of Tract 4G, Nellie D. Mundy Survey 240, El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

COMMENCING at the most northerly corner of Lot 37, Block 1, Cimarron Canyon Unit One (Clerk's File No. 20180052184, Plat Records, El Paso County, Texas), said point being on the northerly boundary of Cimarron Canyon Unit One; Thence, South 76°27'11" West, along said boundary, a distance of 348.10 feet to the easterly boundary of that certain parcel of land described January 20, 2014, in Book 4825, Page 1944, Deed Records, El Paso County, Texas; Thence, North 13°32'48" West, along said boundary, a distance of 853.44 feet to the northerly boundary of that certain parcel of land described December 15, 2000, in Book 3902, Page 2012, Deed Records, El Paso County, Texas, for the **POINT OF BEGINNING** of this description;

THENCE, South 60°08'16" West (deed: South 60°06'08" West), along said boundary, a distance of 358.26 feet;

THENCE, North 40°25'25" East, a distance of 54.96 feet;

THENCE, North 62°04'57" East, a distance of 93.91 feet;

THENCE, North 48°53'58" East, a distance of 147.14 feet;

THENCE, North 82°38'32" East, a distance of 78.42 feet;

THENCE, South 13°32'48" East, a distance of 14.60 feet to the **POINT OF BEGINNING** of this description.

Said parcel of land contains 0.194 acres (8,429 square feet) of land more or less.

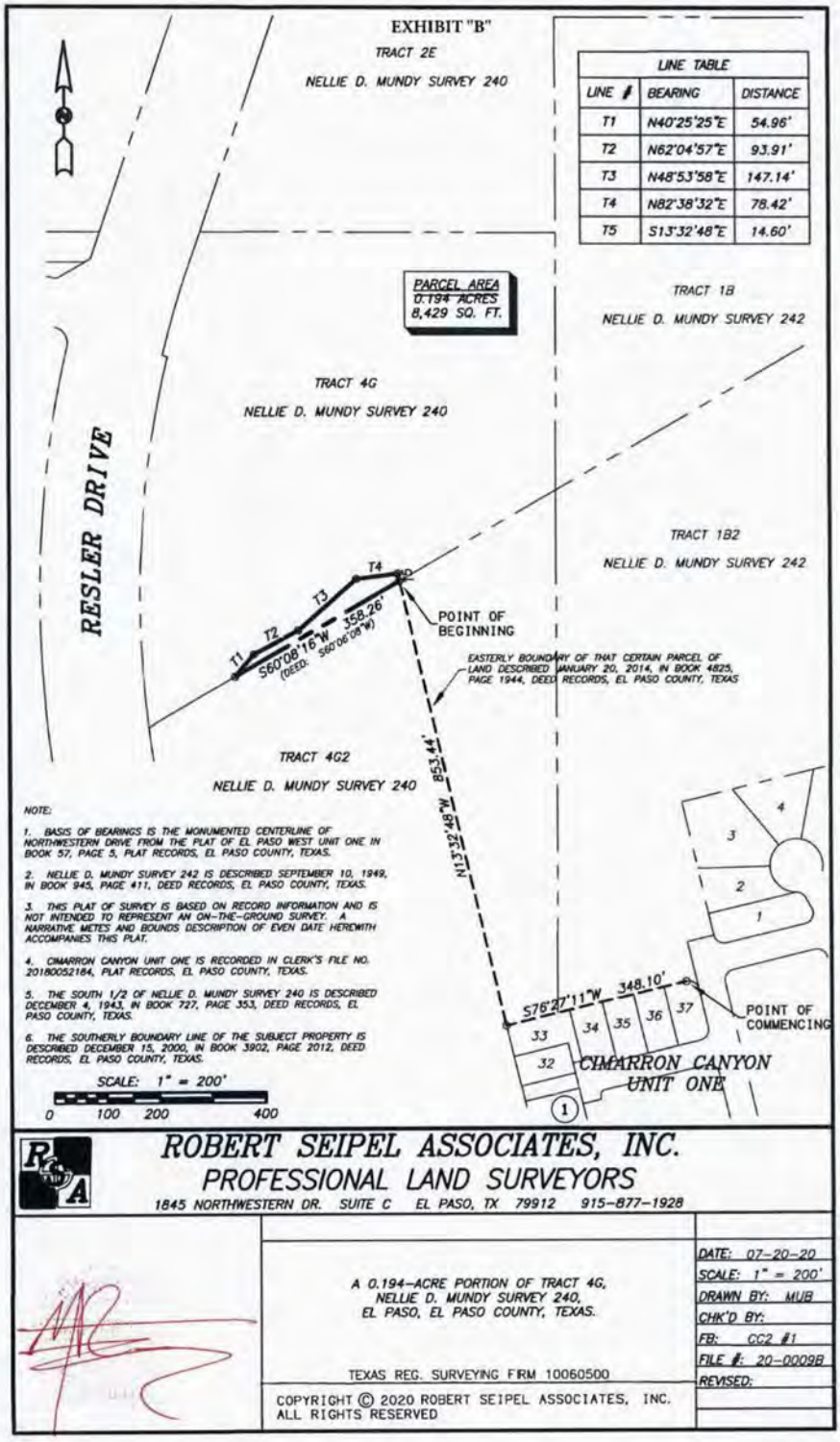
NOTE: A PLAT OF EVEN DATE HEREWITH ACCOMPANIES THIS DESCRIPTION. THIS DESCRIPTION IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY.

ROBERT SEIPEL ASSOCIATES, INC.
Professional Land Surveyors
Texas Reg. Surveying Firm 10060500

Mark U. Balansay, R.P.L.S.
President
Texas License No. 6489

Job Number 20-0009B
July 20, 2020

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EXHIBIT "B"
TRACT 2E
NELLIE D. MUNDY SURVEY 240
LINE TABLE
LINE # | BEARING | DISTANCE
T1 | N40°25'25"E | 54.96'
T2 | N62°04'57"E | 93.91'
T3 | N48°53'58"E | 147.14'
T4 | N82°38'32"E | 78.42'
T5 | S13°32'48"E | 14.60'
PARCEL AREA
0.194 ACRES
8,429 SQ. FT.
TRACT 1B
NELLIE D. MUNDY SURVEY 242
TRACT 4G
NELLIE D. MUNDY SURVEY 240
RESLER DRIVE
TRACT 1B2
NELLIE D. MUNDY SURVEY 242
T1
T2
T3
T4
358.26'
S60°08'16"W
(DEED: S60°06'08"W)
POINT OF BEGINNING
EASTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED JANUARY 20, 2014, IN BOOK 4825, PAGE 1944, DEED RECORDS, EL PASO COUNTY, TEXAS
TRACT 4G2
NELLIE D. MUNDY SURVEY 240
853.44'
N13°32'48"W
NOTE:
1. BASIS OF BEARINGS IS THE MONUMENTED CENTERLINE OF NORTHWESTERN DRIVE FROM THE PLAT OF EL PASO WEST UNIT ONE IN BOOK 57, PAGE 5, PLAT RECORDS, EL PASO COUNTY, TEXAS.
2. NELLIE D. MUNDY SURVEY 242 IS DESCRIBED SEPTEMBER 10, 1949, IN BOOK 945, PAGE 411, DEED RECORDS, EL PASO COUNTY, TEXAS.
3. THIS PLAT OF SURVEY IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY. A NARRATIVE METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS PLAT.
4. CIMARRON CANYON UNIT ONE IS RECORDED IN CLERK'S FILE NO. 20180052184, PLAT RECORDS, EL PASO COUNTY, TEXAS.
5. THE SOUTH 1/2 OF NELLIE D. MUNDY SURVEY 240 IS DESCRIBED DECEMBER 4, 1943, IN BOOK 727, PAGE 353, DEED RECORDS, EL PASO COUNTY, TEXAS.
6. THE SOUTHERLY BOUNDARY LINE OF THE SUBJECT PROPERTY IS DESCRIBED DECEMBER 15, 2000, IN BOOK 3902, PAGE 2012, DEED RECORDS, EL PASO COUNTY, TEXAS.
SCALE: 1" = 200'
0 100 200 400
S76°27'11"W
348.10'
POINT OF COMMENCING
1 2 3 4
32 33 34 35 36 37
CIMARRON CANYON UNIT ONE
ROBERT SEIPEL ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1845 NORTHWESTERN DR. SUITE C EL PASO, TX 79912 915-877-1928
A 0.194-ACRE PORTION OF TRACT 4G, NELLIE D. MUNDY SURVEY 240, EL PASO, EL PASO COUNTY, TEXAS.
TEXAS REG. SURVEYING FRM 10060500
DATE: 07-20-20
SCALE: 1" = 200'
DRAWN BY: MJB
CHK'D BY:
FB: CC2 #1
FILE #: 20-0009B
REVISED:
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ATTACHMENT 6

Planning and Inspections Department - Planning Division
Staff recommends **APPROVAL** of the request subject to approval of the concurrent rezoning request. The conditions being released are no longer applicable and not necessary. The proposed development complies with the G4, Suburban (Walkable) future land use map designation of *Plan El Paso*, the City's adopted Comprehensive Plan.

Planning and Inspections Department – Plan Review & Landscaping Division
No objections to proposed special permit. 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
Approved. No objections to rezoning and condition release.

Streets and Maintenance Department
Traffic & Transportation Engineering
No objection to application

Contract Management Section:
No opposition to proposed Condition Release. (PZCR25-00004)

Fire Department
No comments received.

Police Department
No comments received.

Environment Services
No comments received.

Sun Metro
No comments received.

Texas Gas
In reference to case PZRZ25-00022 and PZCR25-00004 (Resler - Cimmaron), Texas Gas Service does not have any comments.

El Paso Water
No comments received.

Stormwater Engineering
1. Although ordinance No. 19554 does not explicitly contain language that refers to stormwater, the buffer could serve as a positive in practical ways such as soil infiltration, grade control, and as landscape to reduce the amount of developed stormwater runoff. This non-structural water management is encouraged by the municipal code, as stated in 19.19.010 Subparagraph A-5.

2. If the impact of reducing landscape is addressed by stormwater engineering methods that will have capacity to hold the developed runoff for a designed 100-year storm event, EPWU has no objections to the rezoning and release conditions.

El Paso County 911 District

The 9-1-1 District has no comments/concerns regarding this zoning

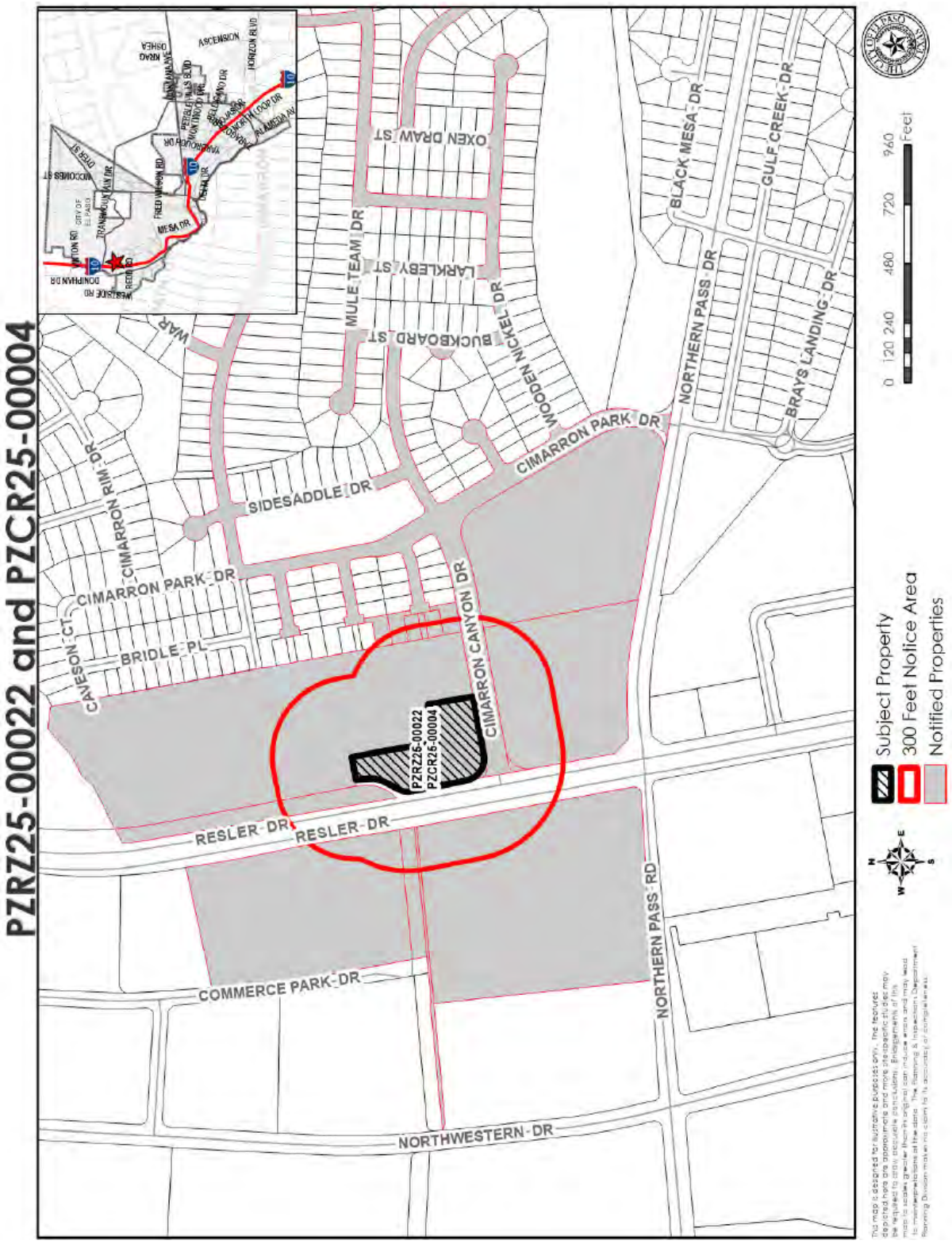
Texas Department of Transportation

No comments received.

El Paso County Water Improvement District #1

No comments received.

ATTACHMENT 7



ATTACHMENT 8

Zamora, Luis F.

From: Janet Reichardt <janetr6849@gmail.com>
Sent: Thursday, December 4, 2025 10:41 AM
To: Zamora, Luis F.
Subject: Alderete Middle School (PZR25-00022)

You don't often get email from janetr6849@gmail.com. Learn why this is important

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Mr. Zamora,

My name is Janet Reichardt and live on Bullwhip Crt right off Cimaron park and one block away from Cimarron Canyon. As a resident here in Cimarron I am opposed to the School being built so close to our neighborhood. Our neighborhood has only TWO VERY NARROW entrances and both are off extremely busy cross streets. This would cause considerate backup of vehicles trying to enter and exit our neighborhood. I invite you, the City Council and the School Board to come and watch the traffic at peak hours and see for yourselves what a danger this would be to school age children and buses. I witness this every morning as I and many others try to use the walking path that runs along Relser. Cars coming off Northern Pass onto Resler do not stop at the light which would not allow for traffic coming from Trans Mountain to cross over 3 lanes of traffic to turn onto Cimarron Canyon to enter the proposed drop off parking lot. Using Cimarron Canyon as the drop off would be a nightmare to ALL involved. Please reconsider this, I understand the need for another school but the location is terrible and very dangerous.

Thank You for your consideration regarding this matter.

Janet Reichardt

Zamora, Luis F.

From: Whitley Miles <sarjeah@gmail.com>
Sent: Thursday, December 18, 2025 12:46 PM
To: Ernie Ortiz; greveles@canutillo-isd.org; orico@canutillo-isd.org; Breanne Barnes; Acosta, Gladys; District #1; PMendoza@canutillo-isd.org; lborrego@canutillo-isd.org; czuniga@canutillo-isd.org; btrout@canutillo-isd.org; Peteraguilar@procedeogroup.com; ArmandoRodriguezTEXAS@gmail.com; rguilfoil@canutillo-isd.org; emeza@canutillo-isd.org; cpulley@canutillo-isd.org; dkerney@canutillo-isd.org; chernandez@canutillo-isd.org; pgalaviz@canutillo-isd.org; Zamora, Luis F.; Mayor; sermartinez@canutillo-isd.org; limaldonado@canutillo-isd.org; cortega@canutillo-isd.org
Subject: [External] - Community meeting request – Alderete Middle School (Cimarron Canyon / Resler)

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Good morning all,

I'm reaching out on behalf of neighbors in the Cimarron Canyon / Resler area regarding the proposed Alderete Middle School site, particularly concerns related to traffic flow, neighborhood access, and safety.

It is in everyone's best interest to hold a community meeting with CISD, the project team, and relevant City departments present so residents can better understand the plans, the process, and the traffic mitigation measures being considered.

Representative Alejandra Chavez has offered to help gather appropriate City officials to attend and has been copied here for coordination. A meeting of this nature, with clear notification to the surrounding neighborhood, supports transparency and constructive dialogue.

For context, there is an active community petition related to this project with nearly 200 signatures from residents in the surrounding area. The petition reflects the level of interest and concern within the neighborhood and underscores the importance of open communication. This has been merely based on hearsay and one community app that not all residents utilize. Therefore many do not know of this petition or were unable to sign due to addresses for new homes not being available.

A link to the petition is included below.

👇 Community petition: https://c.org/sSD97K56nx

****Given CISD's broader communication channels, it is also in the district's best interest to assist with community outreach for this meeting (for example, mailed notices, flyers, or other district-supported notification methods). Ensuring residents are adequately informed ahead of time helps avoid confusion or misinformation.****

Proposed timing: early January

Possible dates: Friday, January 9 (evening) or Saturday, January 10 (morning)

Proposed location: Cimarron Canyon Park (near the project site)

—We are flexible on timing and location, but would appreciate confirming something soon so residents have adequate notice.

At the meeting, residents are primarily hoping to understand:

- **How parent drop-off/pick-up and bus traffic will function without backing onto Resler or into the neighborhood**
- **How the plan accounts for Cimarron Canyon being the primary access point for hundreds of homes**
- **Safety considerations related to peak traffic hours and the adjacent trail**
- **What traffic mitigation measures have already been identified and what remains under review**
- **How residents can review the traffic study or key assumptions ahead of upcoming hearings**

Please let us know:

- **Whether CISD and the project team can participate**
- **Who the best CISD contact would be to help coordinate logistics and community outreach**

2

- Whether traffic study information can be shared in advance

Residents are not opposed to a school. The goal is a clear, transparent process and a plan that keeps the neighborhood safe and accessible.

Thank you for your time and consideration. I'm happy to help coordinate and look forward to your guidance on next steps.

Best regards,

Whitley Miles-Ray, CRNA

Zamora, Luis F.

From: Tamina Brighton <tamina.brighton@hotmail.com>
Sent: Saturday, January 17, 2026 5:04 PM
To: Zamora, Luis F.
Subject: [External] - New Alderete Middle School Concern - Basketball Courts

You don't often get email from tamina.brighton@hotmail.com. Learn why this is important

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Dear Mr. Zamora,

I am a resident of Cimarron Canyon who lives directly in front of the planned basketball courts (as it appears on viewed plans). I am concerned that basketball courts being used after hours and on weekends will create a noise nuisance and negatively impact the peaceful environment. Please consider moving the basketball courts further away from our backyards on Bullwhip Court and closer to the Resler side of the campus.

Sincerely,

Tamina Brighton
7520 Bullwhip Ct
El Paso, TX 79911

Zamora, Luis F.

From: Bobby Jones <bobby.jones07@gmail.com>
Sent: Friday, December 5, 2025 9:17 AM
To: Zamora, Luis F.
Subject: Resident Concerns Regarding Rezoning Case PZRZ25-00022 & School Traffic Plan

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Dear Mr. Zamora,

My name is Bobby Jones, and I am a resident of Cimarron Canyon. I am writing regarding the rezoning case PZRZ25-00022 and the proposed plans for the new middle school adjacent to our neighborhood.

While I understand that the school district owns the land, I am respectfully requesting that the concerns of impacted residents be fully considered before final approvals are granted.

Primary Concerns:

1. Traffic Flow & Safety Risks
The current plan appears to route significant school traffic toward Cimarron Canyon Drive, a narrow road that already experiences congestion during peak hours.
This presents major safety risks for:
- Children walking or biking in the area
- Families entering/exiting the neighborhood
- Trail users along the Cimarron Canyon trail system

We urge the City and CISD to explore alternative traffic flow options, such as directing school ingress/egress onto Resler or Northern Pass, where roads are safer and built for higher volumes.

2. Neighborhood Impact
Turning Cimarron Canyon into a primary entrance would funnel hundreds of vehicles daily into a residential area not designed for that load. Residents are deeply concerned about noise, safety, and livability changes that have not been addressed.

3. Request for Design Review Before Final Approval
Given that the project is not yet fully approved by City Council, we ask for:
- A review of the traffic plan
- Consideration of safer alternatives
- Inclusion of neighborhood feedback in final design adjustments

Residents are not opposed to the school itself — we simply want a safe and reasonable traffic plan that does not put our families at risk.

Thank you for your time and for considering the concerns of the Cimarron Canyon community. We appreciate your openness and your willingness to ensure resident voices are heard in this process.

Respectfully,
Bobby Jones
7364 Mule Team
Cimarron Canyon, El Paso TX 79911

--
Bobby Jones
512 665 1819
Bobby.jones07@gmail.com

Zamora, Luis F.

From: Luis Ojeda <luisojeda@live.com>
Sent: Wednesday, December 10, 2025 8:09 PM
To: Zamora, Luis F.
Cc: District #1; Peteraguilar@procedeogroup.com; sermartinez@canutillo-isd.org; brbarnes@canutillo-isd.org; lborrego@canutillo-isd.org; cortega@canutillo-isd.org; ArmandoRodriguezTEXAS@gmail.com; limaldonado@canutillo-isd.org; czuniga@canutillo-isd.org
Subject: [External]Resident Concerns Regarding Rezoning Case PZRZ25-00022 & School Traffic Plan

You don't often get email from luisojeda@live.com. Learn why this is important

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Subject: Resident Concerns Regarding Rezoning Case PZRZ25-00022 & School Traffic Plan

To: ZamoraLF@elpasotexas.gov

CC: Canutillo ISD School Board, City Planning Division, District 1 Representative Alejandra Chavez

Dear Mr. Zamora,

My name is Luis A. Ojeda, and I am a resident of Cimarron Canyon. I am writing regarding rezoning case PZRZ25-00022 and the proposed plans for the new middle school adjacent to our neighborhood.

While I understand that the school district owns the land, I am respectfully requesting that the concerns of impacted residents be fully considered before final approvals are granted.

Primary Concerns:

1. Traffic Flow & Safety Risks

The current plan appears to route significant school traffic toward Cimarron Canyon Drive, a narrow road that already experiences congestion during peak hours.

This presents major safety risks for:

- Children walking or biking in the area
- Families entering/exiting the neighborhood
- Trail users along the Cimarron Canyon trail system

We urge the City and CISD to explore alternative traffic flow options, such as directing school ingress/egress onto Resler or Northern Pass, where roads are safer and built for higher volumes.

2. Neighborhood Impact

Turning Cimarron Canyon into a primary entrance would funnel hundreds of vehicles daily into a residential area not designed for that load. Residents are deeply concerned about noise, safety, and livability changes that have not been addressed.

3. Request for Design Review Before Final Approval

Given that the project is not yet fully approved by City Council, we ask for:

- A review of the traffic plan
- Consideration of safer alternatives
- Inclusion of neighborhood feedback in final design adjustments

Residents are not opposed to the school itself — we simply want a safe and reasonable traffic plan that does not put our families at risk.

Thank you for your time and for considering the concerns of the Cimarron Canyon community. We appreciate your openness and your willingness to ensure resident voices are heard in this process.

Respectfully,

Luis A. Ojeda
1823 Cimarron Park Dr.
Cimarron Canyon, El Paso TX 79911

Bernadette Herrera-Martinez

7386 Sidewinder Bend Dr

El Paso, TX 79911

915-920-9114

Member, Cimarron Owners Association

Date: 12/03/2025

RE: Opposition to Rezoning Request PZRZ25-00022 and Zoning Condition Release PZCR25-00004

Property East of Resler Dr. and North of Cimarron Canyon Dr.

From C-3 (Commercial) to R-3A (Residential) – Proposed School Development

To the City Plan Commission and Honorable Members of the El Paso City Council,

I am writing as a homeowner and member of the Cimarron Owners Association to express my strong opposition to the proposed rezoning (PZRZ25-00022) and zoning condition release (PZCR25-00004) requested by Canutillo Independent School District for the construction of a school at the site north of Cimarron Canyon Dr. and east of Resler Dr.

1. Significant Traffic Impacts and Limited Neighborhood Access

The Cimarron community has very limited access points, and traffic congestion is already a concern. A school will significantly increase daily traffic—including buses, staff vehicles, and parent pickup/drop-off flow—resulting in unsafe roadway conditions for residents, delays entering or exiting the community, and higher risks to pedestrians and cyclists.

2. Increased Risk of Vandalism and Damage to Walking/Biking Trails

The proposed site sits directly next to our community's walking and biking paths. A school may lead to vandalism, litter, trail damage, and disruption of our quiet recreational areas.

3. Negative Impact on Property Values

Schools adjacent to residential areas often lead to congestion, noise, overflow parking, and increased public activity—factors that can reduce surrounding property values.

4. Environmental and Wildlife Concerns

The construction would significantly disrupt natural desert landscape and wildlife habitat, increase noise and light pollution, and cause soil disturbance and stormwater runoff impacts.

5. Emergency Access and Safety Risks

A school located at the primary entry point to our community risks delaying police, fire, or medical response during emergencies due to increased roadway congestion.

Request:

For these reasons, I respectfully urge the City Plan Commission and the City Council to deny rezoning application PZRZ25-00022 and zoning condition release PZCR25-00004.

Thank you for your time and thoughtful consideration.

Sincerely,

Bernadette Herrera-Martinez

Cimarron Owners Association Member

7386 Sidewinder Bend Dr

El Paso, TX 79911

915-920-9114

Zamora, Luis F.

From: Oscar Ortiz <oscarortizc@gmail.com>
Sent: Saturday, January 10, 2026 3:21 PM
To: Zamora, Luis F.
Subject: [External] - Concern about Alderete School Traffic

You don't often get email from oscarortizc@gmail.com. Learn why this is important

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Peter Aguilar - CISD Design Manager

Luis Zamora - Planning & inspections

Alejandra Chavez - District 1 Representative

Dear all:

I am a resident of the Cimarron Canyon area and I'm writing to express my support for the concerns raised regarding the proposed school traffic plan along Cimarron Canyon Drive.

I fully support the construction of the new school and recognize the value it brings to our community. However, the current traffic proposal raises serious safety and access concerns that I believe deserve further evaluation before implementation.

Cimarron Canyon Drive is one of only two entrances serving a large and growing subdivision. Routing school traffic—particularly during peak morning and afternoon hours—onto this road will significantly increase congestion and creates real risks for:

- Children walking or biking to school
- Residents entering and exiting the neighborhood
- Runners, cyclists, and trail users
- Emergency vehicle access and response times

These concerns are not hypothetical; they reflect daily traffic patterns that residents already experience.

I respectfully request that CISD and the City:

- Revisit the traffic plan to avoid routing school traffic through Cimarron Canyon Drive
- Evaluate redirecting traffic to Resler Drive or Northern Pass
- Seriously consider adding a third subdivision access point
- Share transparent traffic studies and hold a community meeting so residents can better understand the analysis and provide input

A school should strengthen a neighborhood, not compromise safety or access for the families who live there. I appreciate your attention to this matter and hope we can work collaboratively toward a safer solution for everyone involved.

Thank you for your time and consideration.

Sincerely,

Oscar Ortiz

7374 Sidewinder Bnd, El Paso, TX 79911

Zamora, Luis F.

From:	Tamina Brighton <tamina.brighton@hotmail.com>
Sent:	Sunday, February 8, 2026 8:58 AM
To:	Zamora, Luis F.; brbarnes@canutillo-isd.org; phil.wrobel@huntcompanies.com
Subject:	[External] - Opportunity for New Alderete MS
Attachments:	IMG_3983.jpeg; Available property next to new Alderete MS.pdf; IMG_3984.jpeg

You don't often get email from tamina.brighton@hotmail.com. Learn why this is important

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to **SpamReport@elpasotexas.gov**.

To All Concerned:

In order to expedite, I will keep this short:

There is escalating upset (re: Cimarron Canyon residents) about new Alderete MS traffic design. To date, a petition has 323 signatures against current traffic designs.

Opportunity: Vacant land for sale next to the school site (see attached). School traffic and parking could be designed for this site with entrances and exits on Northern Pass and Resler Dr.

This should alleviate concerns about the current design and reduce risk of continued escalating upset, leading to further actions by the community. Polling residents would help here.

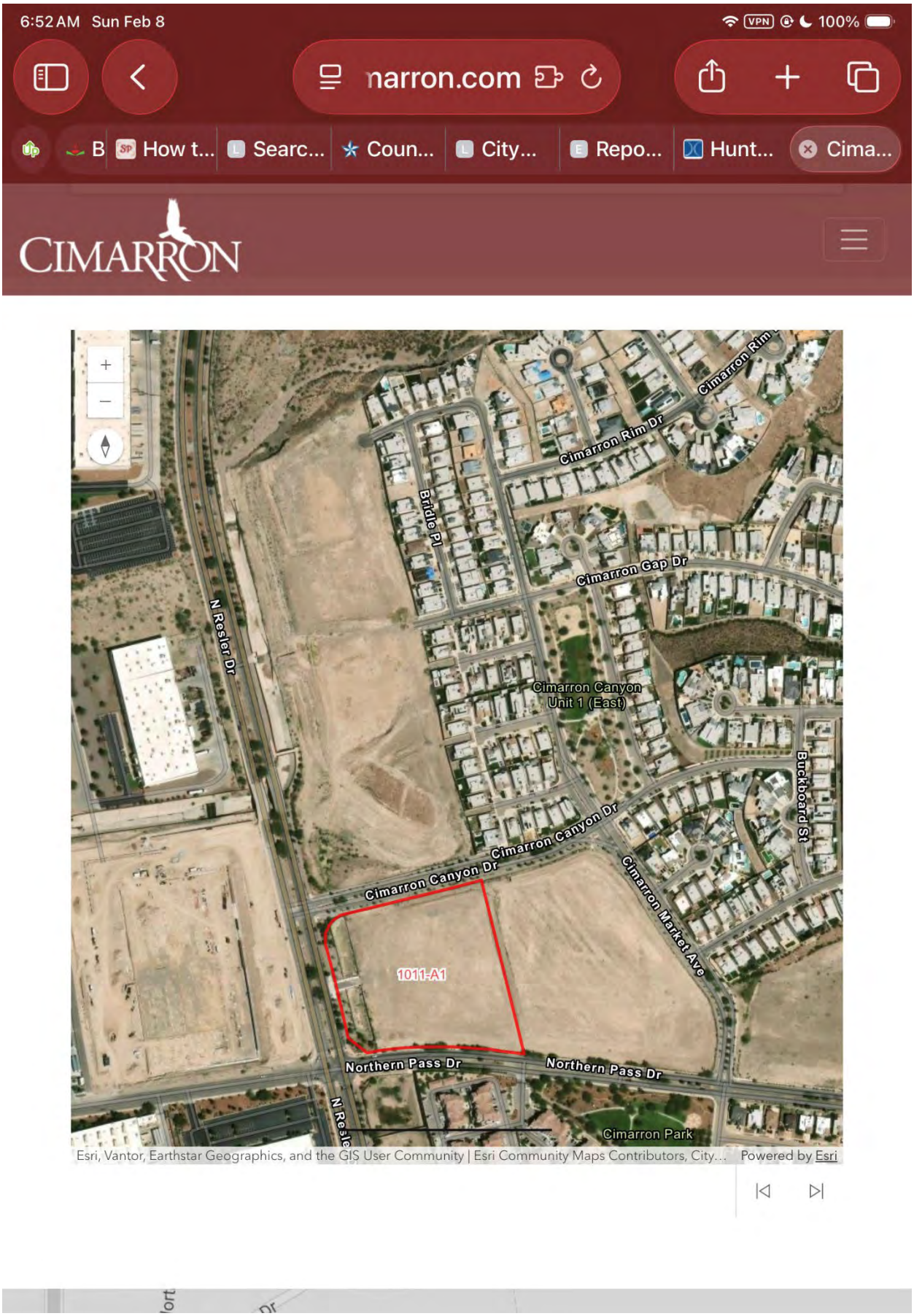
Challenge: Funding. Here we look to negotiations and charitable contributions. I am optimistic that the vacant land owner (Hunt Communities) and Canutillo ISD can reach an agreement on the land purchase to make this a reality.

Would it not be a triumph to begin our school-community relationship in a spirit of mutual support and respect?

Please reach out to each other. Open a dialogue about this idea.

Respectfully,

Tamina Brighton, Taxpayer, Cimarron Community Resident
7520 Bullwhip Ct
El Paso, TX 79911


6:52 AM Sun Feb 8
100%
narron.com
How t...
Searc...
Coun...
City...
Repo...
Hunt...
Cima...
CIMARRON
Cimarron Rim Dr
Bridle Pl
Cimarron Gap Dr
N Resler Dr
Cimarron Canyon Unit 1 (East)
Buckboard St
Cimarron Canyon Dr
Cimarron Market Ave
1011-A1
Northern Pass Dr
Cimarron Park
Esri, Vantor, Earthstar Geographics, and the GIS User Community | Esri Community Maps Contributors, City... Powered by Esri



COMMERCIAL PROPERTY

7.405 ACRES

SELL/GROUND LEASE: BOTH

PARCEL # 1011-A1 **PLATTED:** YES



LOCATION DESCRIPTION:

Village at Cimarron

Northeast corner of Resler Drive and Northern Pass Drive

Site surrounded by Resler Drive, Northern Pass Drive and Cimarron Canyon Drive – Adjacent Eastside is Multi-Family Site

CONTACT US

PHIL.WROBEL@HUNTCOMPANIES.COM

WWW.LIVEATCIMARRON.COM

CIMARRON

CIMARRON



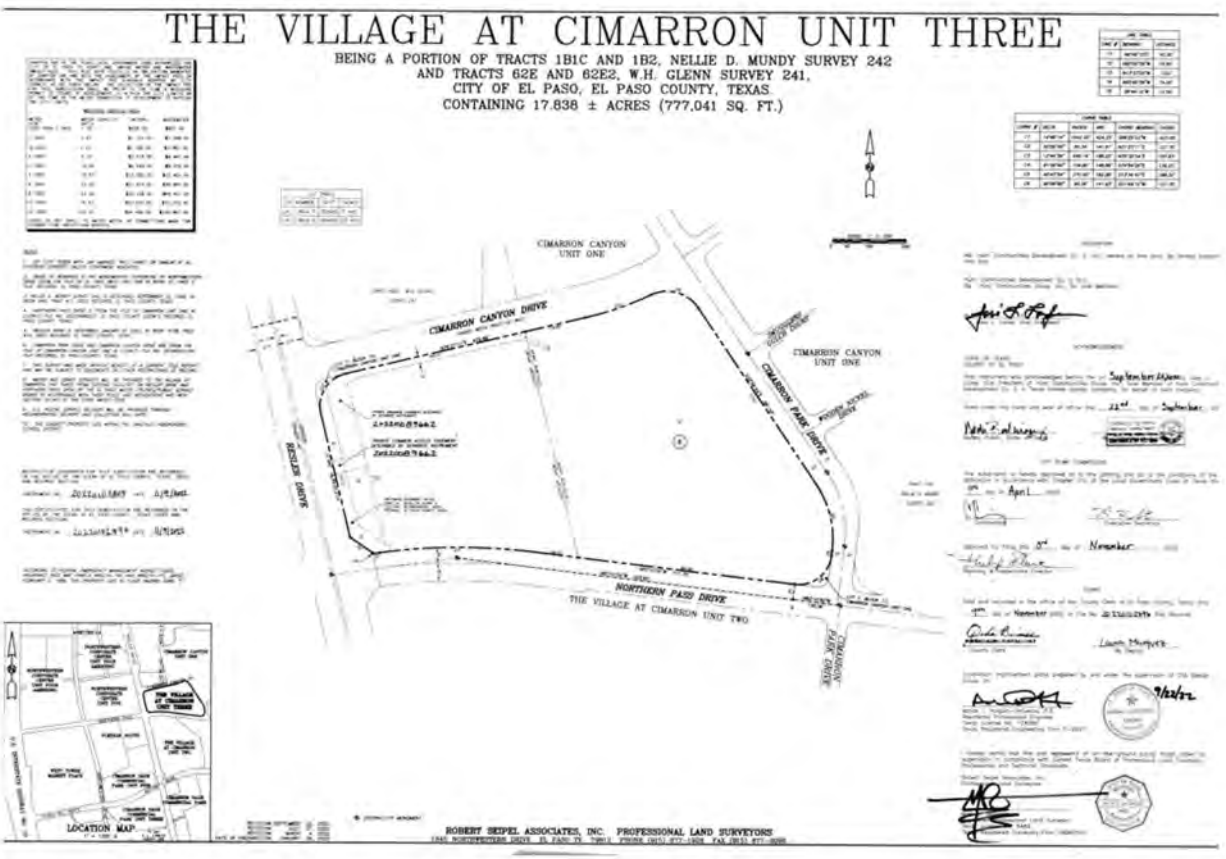
Locations

- El Paso Airport: 19 miles
- Fort Bliss: 18 miles
- Paso Del Norte: 13 miles
- Stanton Lerdo: 13 miles
- Ysleta-Zaragoza: 29 miles
- Bridge of the Americas: 19 miles

Demographics

- Population: 884,432
- Population Growth Rate: 5.5%
- GDP: $46.8 Billion
- Median Income: $58,734
- Average Home Price: $331,400

© 2025 Hunt Communities, Inc. All rights reserved. This information has been obtained from sources believed reliable, but has not been verified for accuracy or completeness. You should conduct a careful, independent investigation of the property and verify all information. Any reliance on this information is solely at your own risk. Hunt and the Hunt logo are service marks of Hunt, Inc. All other marks displayed on this document are the property of their respective owners. Photos herein are the property of their respective owners. Use of these images without the express written consent of the owner is prohibited.


THE VILLAGE AT CIMARRON UNIT THREE
BEING A PORTION OF TRACTS 1B1C AND 1B2, NELLIE D. MUNDY SURVEY 242
AND TRACTS 62E AND 62E2, W.H. GLENN SURVEY 241,
CITY OF EL PASO, EL PASO COUNTY, TEXAS
CONTAINING 17.838 ± ACRES (777,041 SQ. FT.)
CIMARRON CANYON UNIT ONE
CIMARRON CANYON DRIVE
CIMARRON PASS DRIVE
CIMARRON CANYON UNIT ONE
RESLER DRIVE
NORTHERN PASS DRIVE
THE VILLAGE AT CIMARRON UNIT TWO
CHADDERTON PLACE DRIVE
LOCATION MAP
ROBERT SKIPEL ASSOCIATES, INC. PROFESSIONAL LAND SURVEYORS

Protect Cimarron Canyon: request safe traffic planning for new Alderete middle school



323
Verified signatures

Let's get to 500 signatures!

Petitions with 1,000+ supporters are 5x more likely to win!

Support now

Take the next step!

Recent signers:

Justin M. • 1 week ago | Eric R. • 2 weeks ago | Nicole R. • 2 weeks ago

Decision Makers: Deanna Maldonado-Rocha +18

6 Supporter Voices

9 Updates

The Issue

Why We Are Concerned

🚗 Unsafe Traffic Flow

The current proposed entrance routes heavy school traffic into Cimarron Canyon Drive, a residential street not designed

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: Dr. Jesica Arellano

Business Name: Canutillo Independent School District

Agenda Item Type: Zoning Condition Amendment or Release

Relevant Department: 1

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: Jessica Cullens Date: 9/16/25

File #: 26-0256, **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 $197,500.00; such real property legally described as a portion of Tracts 9 and 10, Boothe Ville 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: 3/3/26

PUBLIC HEARING DATE: 3/17/26

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 $197,500.00; such real property legally described as a portion of Tracts 9 and 10, Boothe Ville 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 $197,500.00 of revenue for the City.

BACKGROUND:

The City of El Paso desires to sell the real property parcel municipally identified as 317 Pendale Road (PID 153838) consisting of approximately 1.60 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 ($)

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 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: 2-6-26

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 $197,500.00; SUCH REAL PROPERTY LEGALLY DESCRIBED AS A PORTION OF TRACTS 9 AND 10, BOOTHE VILLE 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, PID 153838.

WHEREAS, Section 3.9 (C) of the El Paso City Charter requires conveyances of real property to be exercised through an ordinance; and

WHEREAS, this property was listed through a broker pursuant to Chapter 253, Texas Local Government Code, and is being sold for an amount that is not for less than fair market value as determined by an appraisal; 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 A portion of Tracts 9 and 10, BOOTHE VILLE 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, PID 153838, such property being owned by the City of El Paso, for the purchase price of $197,500.00. 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.

(Signatures to follow on next page)

(Signature page)

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:

_____
Mary Lou Espinoza
Real Estate Division

THE STATE OF TEXAS §
§ **CONTRACT OF SALE**
COUNTY OF EL PASO § **PID 153838**

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:

1. A portion of Tracts 9 and 10, BOOTHE VILLE 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, PID 153838 and being more particularly described by metes and bounds in vesting deed included in this report., 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 $197,500.00 for the Property ("**Purchase Price**"). The Purchase Price above is to be paid by the Buyer to the Seller through the Title Company selected by the Seller ("**Title Company**") at the Closing of this Agreement.

B. The Buyer will submit a check to the Title Company in the amount of $1,975.00 ("**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 new survey or update an existing 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 new survey to describe the Property in this Agreement.

4. TITLE REVIEW PERIOD. The Buyer may review the commitment for title insurance and 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 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 special warranty deed will convey the property subject to permitted exceptions and, specifically, will exclude 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: Martin Armendariz
8450 Alameda,
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 _____, 2026.

SELLER:
CITY OF EL PASO, TEXAS

By: _____
Dionne Mack
City Manager

APPROVED AS TO FORM:

_____
Eric Gutierrez
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 5th day of February, 2026.

BUYER:
Martin Armendariz

By: _____
Martin Armendariz

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 5th day of February, 2026 by MARTIN ARMENDARIZ, as individual of the **Buyer**.

LETICIA RENTERIA FACTOR
Notary ID #129327520
My Commission Expires
April 13, 2026

_____
Notary Public, State of Texas

My commission expires:

April 13, 2026.

ATTACHMENT "A"
PROPERTY DESCRIPTION

A portion of Tracts 9 and 10, BOOTHE VILLE NO.2, an addition to the City of El Paso County, Texas, according to the Plat thereof recorded in Volume 5, Page 54, Plat Records of El Paso County, Texas, PID 153838 and being more particularly described by metes and bounds in vesting deed included in this report.

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 THA TTRANSFERS 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:	Martin Armendariz
Grantee's Mailing Address:	8450 Alameda, El Paso, Texas 79907

PROPERTY (INCLUDING ANY IMPROVEMENTS):

A portion of Tracts 9 and 10, BOOTHE VILLE 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, PID 153838 and being more particularly described by metes and bounds in vesting deed included in this report., 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 _____, 2026 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, State of Texas

My Commission expires:

_____

AFTER RECORDING, RETURN TO:

City Clerk
City of El Paso
P.O. Box 1890
El Paso, TX 79950-1890

File #: 26-0266, **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
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 12.44 (Stopping, Standing and Parking Generally), Section 12.44.180 (Regulations Pertaining to Certain Special Situations), Subsection B (the regulations applicable to each such zone are as follows:), to Delete Paragraph 31 (Reserved for Library Vehicles Only), Item B. Two spaces on the north side of Franklin Avenue between Oregon Street and El Paso Street, and to add paragraph 34 (reserved for Library and Mexican American Cultural Center (MACC) vehicles only), Item A. Two spaces on the north side of Franklin Avenue between Oregon Street and El Paso Street; the penalty as provided for in Section 12.84.010 of the El Paso City Code.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Streets & Maintenance

AGENDA DATE: 3/3/26

PUBLIC HEARING DATE: 3/17/26

CONTACT PERSON NAME: Randy Garcia **PHONE NUMBER:** 915-212-7005

2nd CONTACT PERSON NAME: Joshua Lerma **PHONE NUMBER:** 915-212-7049

DISTRICT(S) AFFECTED: 8

AGENDA ITEM:

An ordinance amending title 12 (vehicles and traffic), chapter 12.44 (stopping, standing and parking generally), section 12.44.180 (regulations pertaining to certain special situations), subsection b (the regulations applicable to each such zone are as follows:), to delete paragraph 31 (reserved for library vehicles only), item b. Two spaces on the north side of Franklin Avenue between Oregon Street and El Paso Street, and to add paragraph 34 (reserved for Library and Mexican American Cultural Center (MACC) vehicles only), item a. Two spaces on the north side of Franklin Avenue between Oregon Street and El Paso Street; the penalty as provided for in section 12.84.010 of the El Paso city code

ISSUE STATEMENT:

Request to designate an existing, reserved parking space for both the Mexican American Cultural Center (MACC) and Library.

BACKGROUND:

In March 2025, Streets and Maintenance received a request from the directors of the Library and Mexican American Cultural Center (MACC) to designate the existing, reserved Library parking on the north side of Franklin Avenue between Oregon Street and El Paso Street for both departments. The shared parking space will promote safe and efficient safe and efficient loading for Library and MACC vehicles.

New signage will have to be fabricated and installed designating the two spaces for Library and MACC vehicles.

COUNCIL OPTIONS:

1. Request to council to Amend Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.44 (Stopping, Standing and Parking Generally), 12.44.180 (Regulations Pertaining to Certain Special Situations), Subsection B

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

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

Rebecca Munoz - Dir. Mexican American Cultural Center
Norma Martinez - Dir. Library

RELATED CITY POLICIES:

Goal 7 – Enhance and Sustain El Paso's Infrastructure Network

Sub-goal 7.3 – Enhance a regional comprehensive transportation system

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: Randy Garcia

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.44 (STOPPING, STANDING AND PARKING GENERALLY), SECTION 12.44.180 (REGULATIONS PERTAINING TO CERTAIN SPECIAL SITUATIONS), SUBSECTION B (THE REGULATIONS APPLICABLE TO EACH SUCH ZONE ARE AS FOLLOWS:), TO DELETE PARAGRAPH 31 (RESERVED FOR LIBRARY VEHICLES ONLY), ITEM B. TWO SPACES ON THE NORTH SIDE OF FRANKLIN AVENUE BETWEEN OREGON STREET AND EL PASO STREET, AND TO ADD PARAGRAPH 34 (RESERVED FOR LIBRARY AND MEXICAN AMERICAN CULTURAL CENTER (MACC) VEHICLES ONLY), ITEM A. TWO SPACES ON THE NORTH SIDE OF FRANKLIN AVENUE BETWEEN OREGON STREET AND EL PASO STREET; THE PENALTY AS PROVIDED FOR IN SECTION 12.84.010 OF THE EL PASO CITY CODE.

WHERAS, Streets and Maintenance received a request from the directors of the Library and Mexican American Cultural Center (MACC) to designate parking on the north side of Franklin Avenue between Oregon Street and El Paso Street for both departments; and

WHEREAS, new signage will have to be fabricated and installed designating the two parking spaces for Library and MACC vehicles.

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

SECTION 1. That Title 12 (Vehicles and Traffic), Chapter 12.44 (Stopping, Standing and Parking Generally), 12.44.180 (Regulations Pertaining to Certain Special Situations), Subsection B, is hereby amended to delete Paragraph 31 (Reserved for Library Vehicles Only), item b, and to add Paragraph 34 (Reserved for Library and Mexican American Cultural Center (MACC) Vehicles Only), item a:

B. The regulations applicable to each such zone are as follows:

1.—30.

31. Reserved for Library Vehicles Only.

a. Three spaces within the curb setback on the west side of Oregon Street, between Franklin Avenue and Missouri Avenue; and

32.—33.

34. Reserved for Library and Mexican American Cultural Center (MACC) Vehicles Only.

a. Two spaces on the north side of Franklin Avenue between Oregon Street and El Paso Street.

SECTION 2. Except as herein amended, Title 12 of the El Paso City Code shall remain in full force and effect.

ADOPTED this _____day of _____, 2026.

CITY OF EL PASO

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

_____
Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Randy Garcia, Director
Streets & Maintenance Department

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

REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.

CITY OF EL PASO

Reserved Shared Parking on E Franklin Ave

Library & Mexican American Cultural Center – Ordinance Amending Title 12.44.180

Streets and Maintenance Department
Joshua E. Lerma, Planner

Introduction to Council : March 3, 2026

Public Hearing: March 17, 2026

Goal 7 – Enhance and Sustain El Paso's Infrastructure Network

Sub-goal 7.3 – Enhance a regional comprehensive transportation system



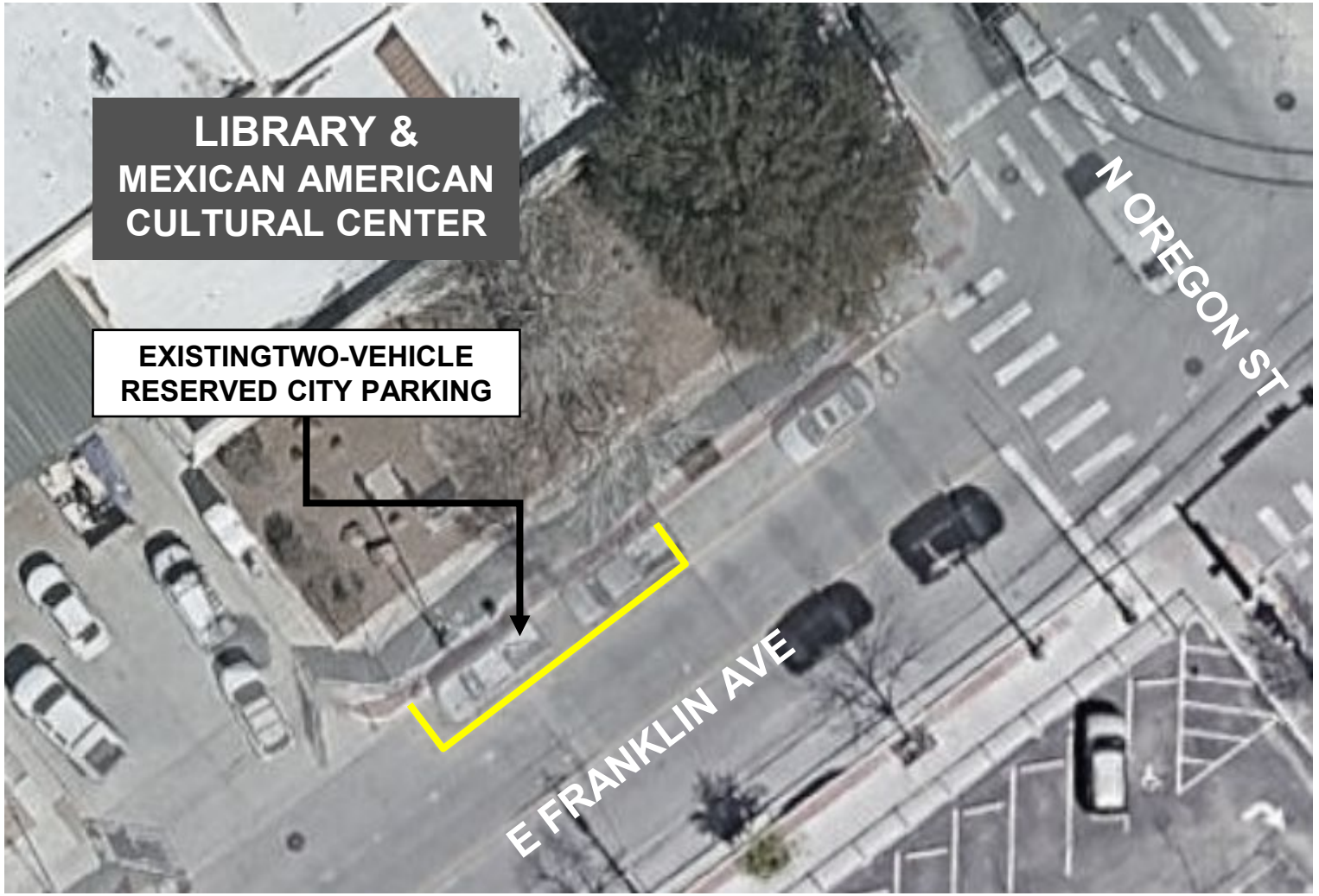
Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.44 (Stopping, Standing and Parking Generally), 12.44.180 (Regulations Pertaining to Certain Special Situations)

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Purpose of Amendment

- Request from Library and Mexican American Cultural Center (MACC) Directors
  - Efficient and safe loading area for both departments
  - Appropriate signage will distinguish reserved parking
- Amend the existing reserved parking on E Franklin Ave



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Streets and Maintenance Department

Ordinance Amending Title 12.44.180

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Requested Council Action:

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.44 (STOPPING, STANDING AND PARKING GENERALLY), 12.44.180 (REGULATIONS PERTAINING TO CERTAIN SPECIAL SITUATIONS)

SECTION 1. Amend Title 12 (Vehicles and Traffic), Chapter 12.44 (Stopping, Standing and Parking Generally), 12.44.180 (Regulations Pertaining to Certain Special Situations), Subsection B, Paragraph 31. Reserved for Library Vehicles Only, to **DELETE ITEM:**

b. Two spaces on the north side of Franklin Avenue between Oregon Street and El Paso Street.

Streets and Maintenance Department

Ordinance Amending Title 12.44.180

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Requested Council Action:

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.44 (STOPPING, STANDING AND PARKING GENERALLY), 12.44.180 (REGULATIONS PERTAINING TO CERTAIN SPECIAL SITUATIONS)

SECTION 1. Amend Title 12 (Vehicles and Traffic), Chapter 12.44 (Stopping, Standing and Parking Generally), 12.44.180 (Regulations Pertaining to Certain Special Situations), Subsection B, to **ADD ITEMS:**

34. Reserved for Library and Mexican American Cultural Center (MACC) Vehicles Only

a. Two spaces on the north side of Franklin Avenue between Oregon Street and El Paso Street.

MISSION



Deliver exceptional services to support a high quality of life and place for our community.

VISION



Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government.

VALUES



Integrity, Respect, Excellence, Accountability, People

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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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CITY OF EL PASO

Reserved Shared Parking on E Franklin Ave

Library & Mexican American Cultural Center

– Ordinance Amending Title 12.44.180

Streets and Maintenance Department
Joshua E. Lerma, Planner

Introduction to Council : March 3, 2026

Public Hearing: March 17, 2026

Goal 7 – Enhance and Sustain El Paso's Infrastructure Network

Sub-goal 7.3 – Enhance a regional comprehensive transportation system



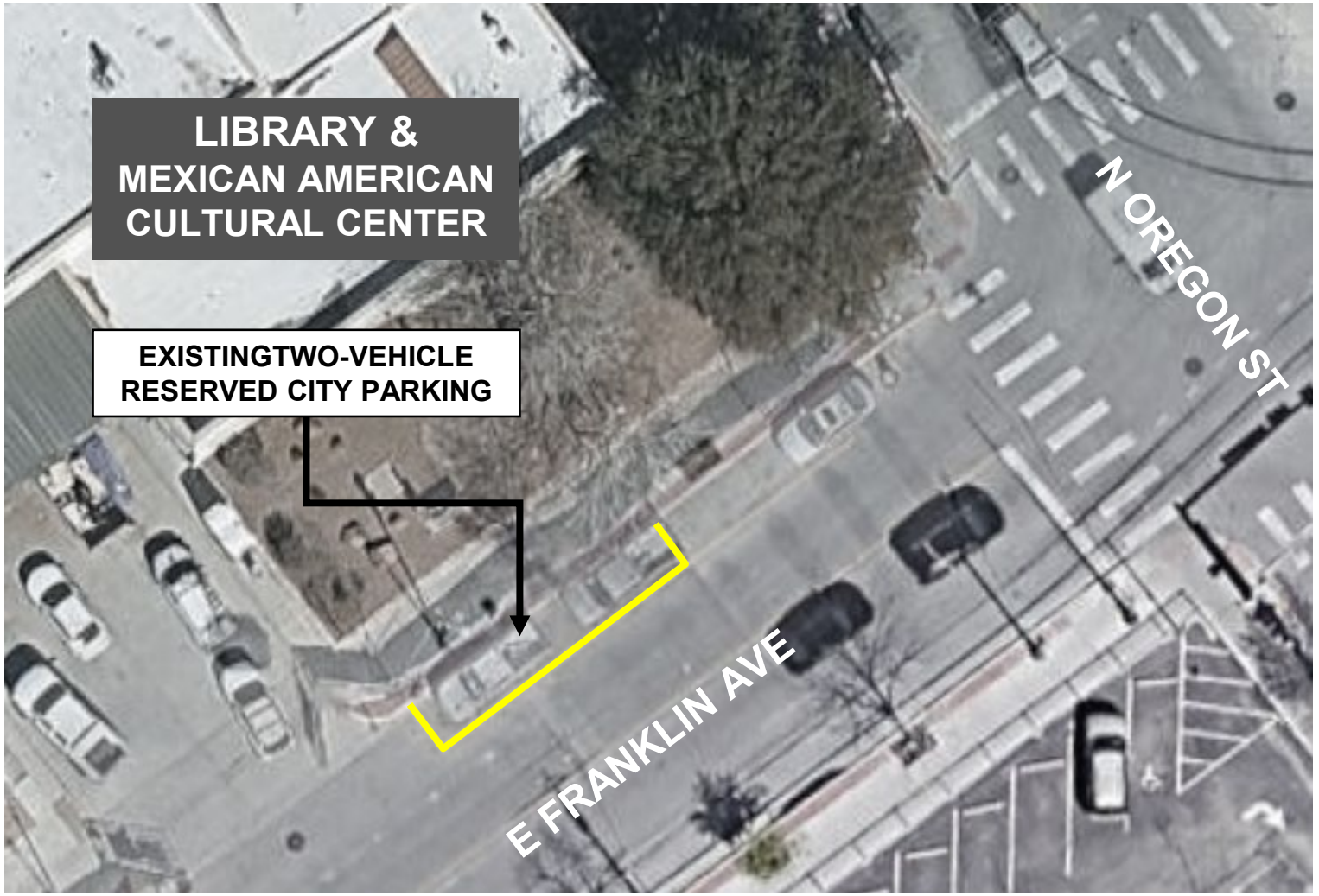
Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.44 (Stopping, Standing and Parking Generally), 12.44.180 (Regulations Pertaining to Certain Special Situations)

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Streets and Maintenance Department

Ordinance Amending Title 12.44.180

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Requested Council Action:

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.44 (STOPPING, STANDING AND PARKING GENERALLY), 12.44.180 (REGULATIONS PERTAINING TO CERTAIN SPECIAL SITUATIONS)

SECTION 1. Amend Title 12 (Vehicles and Traffic), Chapter 12.44 (Stopping, Standing and Parking Generally), 12.44.180 (Regulations Pertaining to Certain Special Situations), Subsection B, Paragraph 31. Reserved for Library Vehicles Only, to **DELETE ITEM:**

b. Two spaces on the north side of Franklin Avenue between Oregon Street and El Paso Street.

Streets and Maintenance Department

Ordinance Amending Title 12.44.180

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Requested Council Action:

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.44 (STOPPING, STANDING AND PARKING GENERALLY), 12.44.180 (REGULATIONS PERTAINING TO CERTAIN SPECIAL SITUATIONS)

SECTION 1. Amend Title 12 (Vehicles and Traffic), Chapter 12.44 (Stopping, Standing and Parking Generally), 12.44.180 (Regulations Pertaining to Certain Special Situations), Subsection B, to **ADD ITEMS:**

34. Reserved for Library and Mexican American Cultural Center (MACC) Vehicles Only

a. Two spaces on the north side of Franklin Avenue between Oregon Street and El Paso Street.

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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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REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.

File #: 26-0362, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Discussion and action to amend the February 3, 2026, motion regarding the prevention of installations of ICE detention facilities to include a resolution calling for a reaffirmation of the independence of federal grand juries and requesting impartial investigations of allegations involving federal immigration enforcement agencies, specifically related to the recent death of Geraldo Lunas Campos and others that have taken place at Camp East Montana.

Once approved, the resolution should be sent 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, and the United States District Clerk for the Western District of Texas.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: Mayor and Council, District 7

AGENDA DATE: 03/17/2026

CONTACT PERSON NAME Lily Limón **PHONE NUMBER:** 915-212-0007

2nd CONTACT PERSON **PHONE NUMBER:** 1-915-555-5555

3rd CONTACT PERSON **PHONE NUMBER:** 1-915-555-5555

DISTRICT(S) AFFECTED: All districts

STRATEGIC GOAL: Goal 2: Set the Standard for A Safe &

SUBGOAL: 2.1 Maintain standing as one of the nation's

SUBJECT:

Discussion and action to amend the February 3, 2026 motion regarding the prevention of installations of ICE detention facilities to include a resolution calling for a reaffirmation of the independence of federal grand juries and requesting impartial investigations of allegations involving federal immigration enforcement agencies, specifically related to the recent death of Geraldo Lunas Campos and others that have taken place at Camp East Montana.

Once approved, the resolution should be sent 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, and the United States District Clerk for the Western District of Texas.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

BACKGROUND / DISCUSSION:

The proposed action is intended to add a resolution to the deliverables requested by City Council on February 3, 2026. The resolution will reaffirm the independence of federal grand juries and call for impartial investigations into recent deaths at Camp East Montana, including the January 3, 2026 death of 55-year-old Geraldo Lunas Campos. Despite U.S. Immigration and Customs Enforcement suggesting that the death resulted from an attempted suicide, the El Paso County Medical Examiner ruled it a homicide, raising community concern and heightening calls for transparency and

PRIOR COUNCIL ACTION:

This item is in relation to item #34 (26-0196) of the regular City Council meeting of February 3rd, 2026.

AMOUNT AND SOURCE OF FUNDING:

N/A

File #: 26-0297, **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, Assistant Chief Humberto Talamantes, (915) 212-4309
Police, Commander Reginald Moton, (915) 212-4147

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 Grant Administrator or designee to submit grant application 3007111 for the City of El Paso Police Department project identified as "El Paso 2025 Operation Stonegarden (OPSG)" through the Public Safety Office of the State of Texas, including all related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, and/or terminate the grant which will provide financial assistance to the City of El Paso. In the event of loss or misuse of grant funds, the City of El Paso assures that it will return the funds to the Office of the Governor in full. Requesting $1,291,429.00, no cash match required. Grant period will be from March 1, 2026 - February 28, 2027.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Police

AGENDA DATE: 3/17/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Asst Chief Humberto Talamantes **PHONE NUMBER:** 1 (915) 212-4309

2nd CONTACT PERSON NAME: Commander Reginald Moton **PHONE NUMBER:** 1 (915) 212-4147

DISTRICT(S) AFFECTED: All Districts

AGENDA ITEM:

A resolution authorizing the Grant Administrator or designee to submit grant application 3007111 for the City of El Paso Police Department project identified as “El Paso 2025 OPSG” through the Public Safety Office of the State of Texas, including all related paperwork, including but not limited to , authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, and/or terminate the grant which will provide financial assistance to the City of El Paso. In the event of loss or misuse of grant funds, the City of El Paso assures that it will return the funds to the Office of the Governor in full. Requesting $1,201,400.00, no cash match required. Grant period will be from March

ISSUE STATEMENT:

Council is being asked to authorize acceptance and implementation of the grant to ensure continued operational presence, intelligence coordination, and deterrence of transnational criminal activity. This approval enables reimbursement of eligible costs, enhances interagency collaboration, and sustains public safety efforts that directly protect our border community.

BACKGROUND:

- Funding will be used to detect, deter, interdiction, intelligence gathering, and public safety anti-terrorism operations.
- OPSG operations will increase law enforcement officers along the border to provide public safety patrols from 03/01/26-09/30/26.
- The El Paso Police Department has received the Operation Stone Garden (OPSG) grant since FY 2009.
- Enhances public safety to our border community by coordinating patrol operations that deter transnational criminal organizations, reduce cross-border crime and improve rapid response capabilities.

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:

EPPD Procedures Manual, Chapter 3: Police Operations, Custody, and Traffic Enforcement, 344 Operation Stonegarden Grant (OPSG)

PRIOR COUNCIL ACTION:

The City of El Paso Council has been presented this reoccurring grant previously and the El Paso Police Department has received the Operation Stone Garden (OPSG) grant since FY 2009.
The grant application for FY2024 was approved by city council on February 25,2025.The grant application for FY2023 was approved by city council on February 27,2024. The grant application for FY2022 was approved by City Council April 11, 2023, and FY2021 was approved by city council on March 29, 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:

Total estimated award: $1,291,429.00 dollars from the Office of the Governor of the State of Texas.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

A. Resolution
B. Application

FOR MORE INFORMATION:

A/C Humberto Talamantes (915) 212-4309 1594@elpasotexas.gov

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

SIGNATURE: _____

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

REVISED
1:08 pm, Feb 20, 2026

RESOLUTION

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.

APPROVED this ____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Peter Pacillas
Department Director

Print This Page

Agency Name: El Paso, City of
Grant/App: 3007111 **Start Date:** 3/1/2026 **End Date:** 2/28/2027

Project Title: El Paso-2025 OPSG
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460007499014

Application Eligibility Certify:
Created on:2/3/2026 8:36:33 AM By:OOG Grant Writer

Profile Information

Applicant Agency Name: El Paso, City of
Project Title: El Paso-2025 OPSG
Division or Unit to Administer the Project: City of El Paso Police Department
Address Line 1: 911 N. Raynor
Address Line 2:
City/State/Zip: El Paso Texas 79903-1402
Start Date: 3/1/2026
End Date: 2/28/2027

Regional Council of Goverments(COG) within the Project's Impact Area: Rio Grande Council of Governments
Headquarter County: El Paso
Counties within Project's Impact Area: El Paso

Grant Officials:
Authorized Official
Name: Elda Hefner
Email: rodriguez-hefnere@elpasotexas.gov
Address 1: 300 N. Campbell
Address 1:
City: El Paso, Texas 79901
Phone: 915-212-1795 Other Phone: 915-212-1162
Fax:
Title: Ms.
Salutation: Ms.
Position: Grants Administrator

Financial Official
Name: Elida Puchi
Email: puchie@elpasotexas.gov
Address 1: 300 N Campbell St
Address 1:
City: El Paso, Texas 79938
Phone: 915-212-1729 Other Phone:
Fax:
Title: Ms.
Salutation: --- Select One ---
Position: Accounting Manager

Project Director
Name: Magali Franco
Email: 2699@elpasotexas.gov
Address 1: 911 N. Raynor St.
Address 1:
City: El Paso, Texas 79903
Phone: 915-212-4003 Other Phone: 915-820-8836
Fax: 915-212-0260

Title: Ms.
Salutation: Lieutenant
Position: Lieutenant Auxiliary Support

Grant Writer
Name: Edith Munoz
Email: C2087@elpasotexas.gov
Address 1: 911 N. Raynor
Address 1:
City: El Paso , Texas 79903
Phone: 915-212-4286 Other Phone:
Fax:
Title: Ms.
Salutation: --- Select One ---
Position: Research Assistant

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide homeland security services
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460007499014
Unique Entity Identifier (UEI): KLZGKXNFVTL4

Narrative Information

Overview

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

Primary Mission and Purpose

Operation Stonegarden (OPSG): Supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and local, Tribal, territorial, state, and Federal law enforcement agencies. The OPSG Program funds investments in joint efforts to secure the United States' borders along routes of ingress from international borders to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders.

OPSG Objectives

OPSG is intended to support Border States in accomplishing the following objectives:

- Increase capability to prevent, protect against, and respond to border security issues.
- Increase coordination and collaboration among Federal, state, local, and Tribal law enforcement agencies.
- Continue the distinct capability enhancements required for border security and border protection.
- Provide intelligence based operations through USBP Sector Level experts to ensure safety and operational oversight of Federal, state, local, and Tribal enforcement agencies participating in OPSG operational activities.
- Support requests to the Governor to activate, deploy, or redeploy specialized National Guard Units/Packages and/or elements of state law enforcement to increase or augment specialized/technical law enforcement operational activities.
- Continue to increase operational, material and technological readiness of state, local, and Tribal law enforcement agencies.

Eligibility Requirements

Cybersecurity Training Requirement
Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Government. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

Criminal History Reporting
Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)
Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses
In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

National Incident Management System (NIMS) Implementation
Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Emergency Management Plans (Intermediate Level)
Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Program Income
Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

OPSG Operational Capability
OPSG funds must be used to provide an enhanced law enforcement presence and to increase operational capabilities of Federal, state, local, and Tribal law enforcement, promoting a layered, coordinated approach to law enforcement within the Texas Border Region.

Operational Overtime Costs
OPSG funds should be used for operational overtime costs associated with law enforcement activities, in support of border law enforcement agencies for increased border security enhancement. Costs associated with overtime (OT) shall be reimbursed following the grantee's overtime policy and the requirements as stated below:

a. OT is time actually worked that exceeds the required number of hours during an employee's designated work period.

b. The OT rate will be no more than one-and-one-half (1.5) times the employee's regular pay rate.

c. Exempt salaried employees may not be reimbursed for overtime unless the grantee's overtime policy specifically allows for it.

d. HSGD will only reimburse the grantee for OT that does not exceed a total of 16-hours (regular + OT) worked during any 24-hour period.

Integrated Planning Team
OPSG uses an integrated approach to address transnational criminal activity. Federal, state, local, and Tribal partners are required to establish and maintain an OPSG Integrated Planning Team (IPT) with representation from all participating law enforcement agencies.

Reporting Requirements
Participation in OPSG requires accurate, consistent, and timely reporting of how funds are used and how operations have impacted border security. Each partner agency must identify a single point of contact to represent their agency as a member of the IPT and to coordinate submission of reports. Required reports include:

- **Daily Activity Report** - submit ongoing results and outputs from OPSG operations conducted. A monthly report detailing the daily activities must be submitted to the Border Patrol Sector by 10th day of the following month.
- **After Action Report** - articulates outcomes, outputs, and results for each OPSG operation conducted.

Cybersecurity Self-Assessment
Grantees are strongly encouraged to complete the Nationwide Cybersecurity Review (NCSR). The NCSR is a no-cost, anonymous, annual self-assessment designed to measure gaps and capabilities of state, local, tribal and territorial governments' cybersecurity programs. For more information about the NCSR, visit: https://www.cisecurity.org/ms-isac/services/ncsr/

Coordination
All operational plans should be crafted in cooperation and coordination among Federal, state, local, and Tribal partners. All jurisdictions must coordinate with the USBP Sector Headquarters with geographic responsibility for the jurisdiction's location in developing and submitting an Operations Order to the Governor's Office, Homeland Security Grants Division.

After awards are announced, prospective recipients will re-scope the draft Operations Order and resubmit it as a final Operations Order based on actual dollar amounts awarded. Final Operations Orders will be approved by the appropriate Sector Headquarters and forwarded to Headquarters, Office of Border Patrol, Washington, D.C., before funding is released.

Recipients may not begin operations, obligate, or expend any funds until the final Operations Order has been approved by FEMA Grants Program Directorate and USBP Headquarters.

Operational Cycle
The overarching operational cycle involves three stages; application, concept of operations to formulate a Campaign Plan and one or more tactical operational periods, which are all developed by the IPT.

Campaign Plan and one or more tactical operational periods, which are all developed by the IPT.

Application
Jurisdictions must develop their Operations Order in coordination with state and Federal law enforcement agencies, to include, but not limited to CBP/USBP. Operations Orders that are developed at the county level should be inclusive of city, county, Tribal, State, and other local law enforcement agencies that are eligible to participate in OPSG operational activities. Operations Order details should include the names of the agencies, points of contacts, and individual funding requests. The USBP sector office will forward the application to the Governor's Homeland Security Grants Division for final review before submission to DHS/FEMA.

Concept of Operations to Formulate a Campaign Plan
Participants receiving an award will create and submit an Operations Order that forms a campaign plan and captures the initial, generalized budgetary intent to their IPT. The campaign plan should articulate the participant agency's long-term border security objectives and goals designed to mitigate border security risk. The operations plan will project planned expenditures in the following categories: overtime, equipment, instruction, travel, maintenance, fuel, and administrative funds. Once the operations plan is approved, the area IPT will meet to initiate the last stage in the planning process.

Tactical Operations Plan
Once the participant is ready to conduct operations, the area IPT will begin planning tactical operations. Tactical operations will be conducted on a periodic basis and are composed of six critical elements:

1. A pre-planning meeting with the IPT
2. Specific beginning and end dates
3. Intelligence driven with a nexus to border security
4. Use of targeted enforcement techniques
5. Clearly stated objectives
6. After action meeting

Program Income
Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.
_ I certify to all of the application content and requirements.

Project Summary :
Briefly summarize the project, including proposed activities and intended impact.
The El Paso Police Department will enhance the capability to detect, prevent, and deter Transnational Criminal Organizations' (TCOs) terrorist acts such as; smuggling of contraband, money laundering, and human trafficking. By increasing the presence of officers in the area, leveraging technology for public safety, the probability of detecting illegal activities transiting El Paso will increase. Participation associated with this Tactical Operation will also increase the likelihood of detecting potential terrorists and weapons of mass destruction moving from the immediate border to

major population centers in the US. This funding is designated to enhance cooperation and coordination between Federal, State, and local law enforcement agencies in a joint mission to secure the United States (US) borders along routes of ingress and egress leading to and from the US/Mexico border. OPSG intends to enhance law enforcement preparedness and operational readiness along the land borders of the US. In addition, the program aims to increase coordination and local capability to support DHS. The Department of Homeland Security funds Operation Stonegarden (OPSG) (DHS), led by Customs and Border Protection (CBP) Border Patrol, which supports overtime costs and reimbursement for the operation to state, local, and tribal agencies to enhance border security. Protecting the border from transnational drug trafficking organizations (DTOs) is essential to safeguarding national security, reducing violent crime, and disrupting the flow of illicit drugs and weapons into U.S. communities. These organizations exploit geographic terrain, resource limitations, and information gaps to conduct cross-border smuggling and coordination activities. Leveraging advanced technologies for intelligence gathering enhances real-time situational awareness and improves the ability of law enforcement to detect, track, and interdict criminal activity. Integrating technology with intelligence-led policing and interagency collaboration enables more efficient use of personnel, strengthens investigative capacity, and increases operational effectiveness. Investment in these capabilities directly supports proactive enforcement strategies, improves officer safety, and measurably increases the identification and disruption of transnational criminal networks.

Problem Statement :
Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.
Border communities remain vulnerable to transnational criminal organizations (TCOs) and narcotics distribution networks that exploit rugged terrain, limited visibility, and jurisdictional boundaries to traffic drugs, weapons, and people into the United States. These activities directly threaten public safety in our community by increasing violent crime, overwhelming local law enforcement resources, and destabilizing community security. THIRA/SPR assessments identify gaps in law enforcement presence, intelligence collection, and real-time situational awareness along border corridors used by criminal networks. Traditional patrol strategies alone are insufficient to counter adaptive smuggling tactics that rely on speed, concealment, and technology to evade detection. Increased police presence combined with intelligence-sharing platforms will strengthen core capabilities in border security, interdiction, and information sharing, allowing law enforcement to disrupt criminal networks and enhance safety for border communities.

Existing Capability Levels :
Describe the existing capability levels, including resources that are currently in place to support this project prior to

the use of grant funds.
An Average of 2 supervisors and 6 officers per operation. Approximately 20 operations per month. Operational capabilities have been augmented to include FLIR truck deployments along the border area to assist LEO's in detecting illegal activities during nighttime operations. This addition has seen success in deterring criminal activity and increasing public safety on the roadways adjacent to the border.

Capability Gaps:
Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).
The overtime awarded from the project will allow for the increase of patrol presence in border corridors that will address THIRA/SPR core capabilities for Screening, Searching, and Detection and operation coordination with our regional LEO's along the border to deter cross-border criminal activity and protect public safety.

Impact Statement :
Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.
This project strengthens the operational coordination and intelligence and information sharing core capabilities by increasing law enforcement presence along the border to detect, deter, and interdict transnational criminal activity. Enhanced patrol operations improve situational awareness and reduce response times to border-related incidents, directly supporting interdiction of human smuggling and narcotics trafficking. Coordinated operations with federal partners increase the jurisdiction's ability to disrupt established smuggling routes and prevent crime spillover into border communities. These actions measurably enhance public safety and regional security while supporting national border security objectives.

Homeland Security Priority Actions:
Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. *1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises*.)
Texas Homeland Security Priority Action 1.3.1: In conjunction with federal agencies, conduct unified state and local law enforcement operations to deny the use of the Texas border region to criminal organizations and terrorist, particularly between the ports of entry.

Target Group :
Identify the target group and population expected to benefit from this project.
The City of El Paso and El Paso Police Department.

Long-Term Approach:
Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.
The City of El Paso would not be able to provide enhanced patrols for border security due to major budget constraints. The El Paso Police Department is dependent on Federal and State Grant funding to respond to border security issues/threats.

Project Activities Information

HSGP Instructions for Project Activity Selection

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Border Security	100.00	The collective mission of this project is to conduct high visibility saturation patrols on the local highways, primarily in close proximately to the ports of entries, as well as, off road patrol as a second line of defense to detect/deter, identify, classify, and bring about law enforcement resolution for those involved in criminal activities using routes of egress within the EL Paso County. The El Paso Police Department will utilize an intelligence driven methodology to assess the risks in our AOR (Area of Responsibility) based on the threats and vulnerabilities identified.

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of gang members arrested for felony offenses.	3
Number of miles patrolled by grant-funded officers.	75000
Number of reports submitted - BIARs to a Regional DPS-JOIC (for LBSP) or DARs to US Border Patrol (for OPSG).	200
Number of traffic stops conducted by grant-funded officers supporting the border initiative.	100
Number of weapons seized by grant-funded officers supporting the border initiative.	1

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
Number of adult apprehensions (transferred to USBP custody) made by grant-funded peace officers	0
Number of arrests (felony) made by grant-funded officers supporting the border initiative.	3
Number of arrests (misdemeanor) made by grant-funded officers supporting the border initiative.	3
Number of minor/juvenile apprehensions (transferred to USBP custody) made by grant-funded peace officers	0
Value of all forfeitures (cash and other assets) attributed to grant-funded officers supporting the border initiative.	0

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by going to the **Upload.Files** tab and following the instructions on Uploading eGrants Files.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:
_ Yes
X No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:
_ Yes
X No
_ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?
_ Yes
X No
_ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:
9/1/2026
Enter the End Date [mm/dd/yyyy]:
8/31/2027

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:
Enter the amount (in Whole Dollars $) of Federal Grant Funds expended:
14393769
Enter the amount (in Whole Dollars $) of State Grant Funds expended:
149415096

Single Audit

Applicants who expend less than $1,000,000 in federal grant funding or less than $1,000,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of $1,000,000 or more, or state grant funding of $1,000,000 or more during the most recently completed fiscal year?

Select the appropriate response:
X Yes
_ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:
8/31/2024

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:
X I Certify
_ Unable to Certify

Enter the debarment justification:

FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (HSGD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?
_ Yes
X No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?
_ Yes
X No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).
Position 1 - Name:
Position 1 - Total Compensation ($):
0
Position 2 - Name:
Position 2 - Total Compensation ($):
0
Position 3 - Name:
Position 3 - Total Compensation ($):
0
Position 4 - Name:
Position 4 - Total Compensation ($):
0
Position 5 - Name:
Position 5 - Total Compensation ($):
0

Homeland Security Information

FUND SOURCE INFORMATION AND REQUIREMENTS

DHS Project Type: Enhance capability to support international border and waterway security

Capabilities

Core Capability: Intelligence and Information Sharing

Identify if this investment focuses on building new capabilities or sustaining existing capabilities. :
Existing Capabilities (Sustain)

Are the assets or activities Deployable or Shareable: Shareable

___ Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures

_X_Check if these funds will support a project that was previously funded with HSGP funding

Project Management Step Involved:

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

Step: Execute

Description: The period within the project lifecycle during which the actual work of creating the project's deliverabl

is carried out.

Process: Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.

Milestones

Milestone: Begin Tactical Operations Activities; **Completion Date:** 03-31-2026
Milestone: Conclude Tactical Operations Activities; **Completion Date:** 02-28-2027
Milestone: Complete Final Progress Report; **Completion Date:** 03-15-2027

NIMS Resources

___ Check if this project supports a NIMS typed resource

Enter the name of the typed resources from the Resource Type Library Tool:

Enter the ID of the typed resources from the Resource Type Library Tool:

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application
Enter the Year in which the Corporation was Founded: 0
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900
Enter the Employer Identification Number Assigned by the IRS: 0
Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:
Enter the Employer Identification Number Assigned by the IRS:
Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.
Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:
_ Yes
_ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:
_ Yes
_ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:
_ Yes
_ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.
Has the grant agency undergone an independent audit?

Select the appropriate response:
_ Yes
_ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:
_ Yes
_ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.
Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?
_ Yes
_ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?
_ Yes
_ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.
Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:
_ Yes
_ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

_ Yes
_ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Overtime Costs for M&A Staff (M&A)	City of El Paso - Management and administration costs up to $22,335	$22,335.00	$0.00	$0.00	$0.00	$22,335.00	100
Personnel	Operational Overtime for Law Enforcement (Organization)	Enhanced Border Security Operations – El Paso PD (Officers) - Overtime according to local OT policy - With an estimated fringe rate of 24.217% - up to a total of $1,269,094	$1,269,094.00	$0.00	$0.00	$0.00	$1,269,094.00	100

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$0.00	$0.00	$0.00	$0.00	$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Personnel	$1,291,429.00	$0.00	$0.00	$0.00	$1,291,429.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$1,291,429.00	$0.00	$0.00	$0.00	$1,291,429.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
Elected/Appointed Officials: As of March 1, 2021, no portion of the salary of, or any other compensation for, an elected or appointed government official shall be paid with grant funds that are administered by the Office of the Governor, Public Safety Office. Elected or appointed officials include but are not limited to the following: County Judge, County Sheriff, County Constable, City Mayor, Chief of Police, and City Marshal.	2/9/2026 9:58:31 AM		No	No
Operations Order Required: By participating in the OPSG, the state, local, and Tribal agencies agree to conduct operations designed to reduce border-security risk. Tactical operations will be conducted on a periodic basis meeting the criteria outlined below. Tactical operational periods are composed of six critical elements: 1) a pre-planning meeting with the IPT; 2) specified beginning and ending dates; 3) intelligence driven, with a nexus to border security; 4) use of targeted enforcement techniques; 5) clearly stated objectives; and 6) an after-action meeting. A campaign should involve several tactical operational periods. These periods require deliberate on-going planning to ensure command, staff, and unit activities synchronize to current and future operations. Please prepare and submit the next Operations Order. Fund holds on specific budget line items will be released as Operations Orders are approved.	2/9/2026 9:58:46 AM		No	No
Resolution Requirements: Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution with the application to be considered eligible for funding. The resolution must contain the following elements (see Sample Resolution): • Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested; • A commitment to provide all applicable matching funds; • A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant; • A designation of the name and/or title of a financial officer who is given the authority to submit financial and/or performance reports or alter a grant; and • A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.	2/10/2026 3:53:02 PM		Yes	No
This grant must be administered by the Police Department, Sheriff's Office, Constable Precinct, or other Law Enforcement Division/Department within the grantee organization as submitted in the original application. Deviation from the approved budget or project scope requires prior authorization from the	2/10/2026 3:53:08 PM		No	No

Public Safety Office. Failure to comply with this requirement could result in the termination of your grant.				

You are logged in as **User Name**: emunozmo

File #: 26-0311, **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, Assistant Chief Humberto Talamantes, (915) 212-4309
Police, Commander Reginald Moton, (915) 212-4147

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 Mayor to sign an Interlocal Agreement regarding Operation Stonegarden FY24 between the City of El Paso, the County of El Paso, the City of Anthony, the Town of Horizon City, the City Of Socorro, the Town of Clint, Constable Precinct One, Constable Precinct Four, Constable Precinct Six, San Elizario Marshals, and Texas Department of Public Safety-Aviation Team, for the grant period of September 1, 2024 -August 31, 2027. Approval will allow the El Paso Police Department to accept and administer federal grant funding to enhance coordinated law enforcement patrol operations in support of border security and public safety objectives.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

REVISED
10:39 am, Mar 04, 2026

DEPARTMENT/COUNCIL OFFICE : Police

AGENDA DATE: 3/17/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Asst Chief Humberto Talamantes **PHONE NUMBER:** 1 (915) 212-4309

2nd CONTACT PERSON NAME: Commander Reginald Moton **PHONE NUMBER:** 1 (915) 212-4147

DISTRICT(S) AFFECTED: All Districts

AGENDA ITEM:

A resolution authorizing the Mayor to sign an Interlocal Agreement regarding Operation Stonegarden FY24 between: the City of El Paso, the County of El Paso, the City of Anthony, the Town of Horizon City, the City Of Socorro, the Town of Clint, Constable Precinct One, Constable Precinct Four, Constable Precinct Six, San Elizario Marshals, and Texas Department of Public Safety – Aviation Team, for the grant period of September 1, 2024 - August 31, 2027. Approval will allow the El Paso Police Department to accept and administer federal grant funding to enhance coordinated law enforcement patrol operations in support of border security and public safety objectives.

ISSUE STATEMENT:

Council is being asked to authorize acceptance and implementation of the Interlocal Agreement Operation Stonegarden FY24 for the grant period of September 1, 2024 - August 31, 2027, to ensure continued operational presence, intelligence coordination, and deterrence of transnational criminal activity. This approval enables reimbursement of eligible costs, enhances interagency collaboration, and sustains public safety efforts that directly protect our border community.

BACKGROUND

- OPSG is federally funded grant program administered through DHS.
- Interlocal Agreement Operation Stonegarden FY24 grant period of September 1, 2024 - August 31, 2027.
- The County of El Paso acts as lead participating agency (acting for itself and all agency parties) for submission of the joint Operations Order to CBP Border Patrol
- Funding will be used to detect, deter, interdiction, intelligence gathering, and public safety anti-terrorism operations.
- OPSG operations will increase law enforcement officers along the border to provide public safety patrols from 03/01/26-02/28/27.
- The El Paso Police Department has received the Operation Stone Garden (OPSG) grant since FY 2009.
- Enhances public safety to our border community by coordinating patrol operations that deter transnational criminal organizations,

COUNCIL OPTIONS:

COMMITTEE REVIEW AND/OR RECOMMENDATION:

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

RELATED CITY POLICIES:

EPPD Procedures Manual, Chapter 3: Police Operations, Custody, and Traffic Enforcement, 344 Operation Stonegarden Grant (OPSG)

PRIOR COUNCIL ACTION:

The City of El Paso Council has been presented this reoccurring grant previously and the El Paso Police Department has received the Operation Stone Garden (OPSG) grant since FY 2009.

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:

FOR MORE INFORMATION:

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

SIGNATURE: Humberto Talamantes

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

RESOLUTION

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

That the 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 1, 2024 to August 31, 2027.

APPROVED this ____ day of _____, 2026.

THE CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura Prine
City Clerk

APPROVED AS TO FORM:

_____
Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Peter Pacillas
Chief of Police

26-HQ#6658 | TRAN-632775 | PD
Interlocal Agreement – Operation Stonegarden FY2024
EG

REVISED
10:36 am, Mar 04, 2026

State of Texas
County of El Paso

INTERLOCAL AGREEMENT
Operation Stonegarden FY 2024

This Interlocal Agreement is entered into on May 20th 2024, by and between the County of El Paso, Texas, hereinafter "County," the City of El Paso, Texas, hereinafter "City," the City of Anthony, Texas, hereinafter "Anthony," the Town of Horizon City, hereinafter "Horizon," the City of Socorro, hereinafter "Socorro", the Town of Clint, hereinafter "Clint", Constable Precinct One, Constable Precinct Four, Constable Precinct Six, San Elizario Marshals and Texas Department of Public Safety- Aviation Team. The County is acting on behalf of the El Paso County Sheriff's Office; the City is acting on behalf of the El Paso Police Department; Anthony is acting on behalf of the Anthony Police Department; Town of Horizon City is acting on behalf of the Horizon Police Department; Socorro is acting on behalf of the Socorro Police Department, Clint is acting on behalf of the Clint Police Department, Constable Precinct One is acting on behalf of the Constable Precinct One, Constable Precinct Four is acting on behalf of the Constable Precinct Four, Constable Precinct Six is acting on behalf of the Constable Precinct Six San Elizario Marshals is acting on behalf of San Elizario Marshals and Texas Department of Public Safety - Aviation Team, acting on behalf of the Texas Department of Public Safety.

WITNESSETH:

Whereas, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness;

Whereas, Operation Stonegarden FY 2024 ("OPSG") is funded by the Department of Homeland Security ("DHS") and led by the Customs and Border Protection (CBP) Border Patrol, to support overtime, equipment, fuel costs, and/or mileage reimbursement for operational purposes to state, local, and tribal agencies to enhance border security, cooperation, and coordination between federal, state, and local law enforcement agencies in a joint mission to secure the U.S. borders along routes of ingress and egress leading to and from the U.S./Mexico border;

Whereas, each party is required to separately submit its grant reimbursements to the Office of the Governor and individually handle its own obligations and responsibilities under the OPSG Grant. The County acts as lead participating agency (acting for itself and all agency parties) for submission of the joint Operations Order to CBP Border Patrol;

Whereas, the Office of the Governor specifically provided the City, the County, and other participant agencies with unique identifiers for use of the Homeland Security Information Network (HSIN) reporting system. Beginning with the 2016 OPSG Grant Award, the County was required, acting on behalf of all agencies who are parties herein, to submit and input into the HSIN grants system the information that will be utilized for each agency's daily, monthly, quarterly reports and success stories. However, that has changed and now each participating agencies is required to separately submit their own daily, monthly, quarterly reports, success stories, and semi-annual reports directly to the Criminal Justice Division..

Whereas County is acting on behalf of the El Paso County Sheriff's Office ("EPCSO"),; the City is acting on behalf of the El Paso Police Department ("EPPD"),; Anthony is acting on behalf of the Anthony Police Department ("APD"), Town of Horizon City is acting on behalf of the Horizon Police Department ("HPD"), Socorro is acting on behalf of the Socorro Police Department ("SPD"), Clint is acting on behalf of the Clint Police Department (CPD), Constable Precinct One is acting on behalf of the Constable Precinct One, Constable Precinct Four is acting on behalf of the Constable Precinct Four, Constable Precinct Six is acting on behalf of the Constable Precinct Six ,San Elizario Marshals is acting on behalf of San Elizario Marshals and Texas Department of Public Safety - Aviation Team on behalf of the Texas Department of Public Safety (TOPS), have each agreed to separately submit their own reimbursements for the OPSG Grant to enhance their capability to detect, prevent, and deter crime such as auto theft, burglary, smuggling of contraband/money/aliens/weapons, money laundering, and drug/human trafficking. The parties have also agreed to have the County submit a joint Operations Order to CBP Border Patrol on behalf of all parties;

Whereas, the County on behalf of El Paso County Sheriff's Office ("EPCSO"), the City on behalf of El Paso Police Department ("EPPD"), Anthony, Texas on behalf of the Anthony Police Department ("APD"), Horizon on behalf of Town of Horizon City Police Department ("HPD"), Socorro on behalf of the Socorro Police Department ("SPD"), Clint on behalf of Clint Police Departmnet (CPD), Constable Precinct One Constable Precinct Four is acting on behalf of the Constable Precinct Four, Constable Precinct Six is acting on behalf of the Constable Precinct Six ,San Elizario Marshals is acting on behalf of San Elizario Marshals and Texas Department of Public Safety - Aviation Team on behalf of the Texas Department of Public Safety (TOPS),have each agreed to submit their own daily, monthly, quarterly reports and success stories on each agency's behalf through to the Federal HSIN grants system. All parties have also agreed to send their own semi-annual reports and success stories separately and directly to the Office of the Governor, Criminal Justice Division.

Whereas, with the FY 2024 OPSG grant award, officers performing duties under the OPSG Grant will enhance border security, supporting the OHS mission and the National Border Patrol Strategy; that notwithstanding, the EPCSO, EPPD, APD, HPD, SPD, CPD, Constable Precinct One, Constable Precinct Four and Constable Precinct Six ***will not be involved in immigration enforcement;***

Whereas, such a consolidated effort to reduce crime in the border community will ultimately improve the quality of life for the residents in the combined areas of El Paso, Anthony, Horizon, Socorro, Clint and Texas Department of Public Safety and the County; furthermore, such a consolidated effort is in each party's best interest and that of the public and will increase the effective and efficient functioning of each party; and

Whereas, the County, City, Anthony, Horizon, Socorro, Clint are local governments, and the Texas Department of Public Safety as a state entity, as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this Agreement and have each entered into this Agreement by the action of their respective governing body in the manner prescribed by law.

Now therefore, In consideration of the premises, terms, provisions, and mutual promises contained herein, the parties agree as follows:

No Operations Order will be conducted by state or local law enforcement agencies under the sub-recipient of the County of El Paso until the approval for the funding year has been received by the State Administrative Agency and after the Border Patrol has conducted the post award Integrated Planning Team meeting.

I. Each party will prepare and submit its own reimbursements to the Office of the Governor for funds under FY 2024 OPSG (grant period September 1, 2024 - August 31, 2027). The total amount for all parties combined is $3,725,851.00 as shown on Attachment A, attached hereto and fully incorporated herein by this reference. The FY 2024 OPSG Grant Award allocated funds for each party. The parties agree to use their respective share of this OPSG Grant award only for eligible costs under the FY 2024 OPSG Grant and to comply with all grant requirements. The parties agree they shall not use OPSG funds to supplant inherent routine patrol and law enforcement operations/ activities or to perform other activities not directly related to providing an enhanced law enforcement presence in each of the named cities and in the County.

2.The County will continue to submit a joint Operations Order to CBP Border Patrol for the entire County of El Paso and on behalf of all parties. The City, Anthony, Horizon, and Socorro each agree they will individually comply with the provisions of the FY 2024 OPSO Grant and timely provide to the County any information the County requests or needs to submit this joint Operations Order to CBP Border Patrol under this OPSG Grant.

3. Each participating agency, party, will submit to the Federal grants system each agency's own daily, monthly, quarterly reports and success stories on their behalf. Additionally, each participating agency, party, will separately submit their own semi-annual reports directly to the Office of the Governor. The City, Anthony, Horizon, Socorro, Clint, Constable Precinct One, Constable Precinct 6 and the Texas Department of Public Safety- Aviation Team each agree they will individually comply with the provisions of the FY 2024 OPSO Grant, and any other reporting requirement, and timely provide to the County, if the County requests or needs, any information the County needs to submit any required report.

4. This Agreement shall become effective upon acceptance and signature by all parties and shall remain in effect until the expiration of the FY 2024 OPSG Grant. In the event no OPSG Grant is awarded or funding stops, this Agreement shall end. The Agreement may be terminated by any party or parties, with prior notice to the others, should OPSG Grant requirements, rules, or administration change making this interlocal arrangement unnecessary or impractical.

5. Each party's police/sheriff department shall timely submit its own claims or invoices on their agency letterhead to the Office of the Governor. The following items may be required.

- Officer Daily Activity Report
- Time Detail
- Payroll Register
- OT Certifications signed by Supervisor
- Mileage Logs
- Inventory List
- Before equipment purchases are made, verify from www.SAM.gov that vendors are not on Debarment List.
- Verify the equipment is on the authorized equipment list at hnos://www.rkb.us/lists.cfm

6. Each police/sheriff department's claims or invoices shall account separately for the receipts and expenditures of any and all funds received pursuant to the FY 2024 OPSG Grant. Each police/sheriff/marshal department shall timely submit its own invoices for reimbursement by the State Administration Agency (SAA), which is with the Office of the Governor (OOG) - Criminal Justice Division (CJD).

7. Each party shall maintain and make available for inspection, audit or reproduction, by an authorized representative of the local, state, or federal government, any books, documents, records, and other evidence pertaining to the cost and expenses for this Agreement, hereinafter called "Records." In particular, each police/sheriff department shall maintain financial and supporting documents, statistical records, and any other Records pertinent to the services for which a claim or expense report has been submitted. The Records must be kept for a minimum of three years after the end of the grant period or longer as may be required by law. If any litigation, claim, or audit involving these Records commences before the three yer period expires, the party must keep Records for not less than three years or until all litigation, claims, or audit findings are resolved.

8. The parties each agree to observe all local, federal and state laws, rules, and regulations that in any manner affect or govern the procurement of grant funds or the procurement of goods/services necessary to perform under this Agreement.

9. Each party is responsible for its own actions in providing services hereunder and shall not assume any liability that may arise from performance or nonperformance by any other party.

10. A waiver by a party of any breach of a provision under this Agreement shall not be deemed to be a waiver by any other party or a waiver of any preceding or succeeding breach of the same or any other provision hereof.

11. Each party reserves and does not waive its respective immunity nor any other rights under applicable laws. Any provision of this Agreement that imposes an obligation or restriction, on any party, not permitted by applicable law shall not be enforceable. Therefore, this Agreement is not intended to alter or reallocate any defense or immunity authorized or available to any party under Texas tort or other law.

12. This Agreement is entered into in El Paso County, Texas and venue for the enforcement of this Agreement shall lie in El Paso County, Texas. The laws of the State of Texas shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and performance under it.

13. This document expresses the entire agreement between the parties and shall not be or modified except by written instrument signed by the parties.

14. This Agreement may not be assigned by any party in whole or in part.

15. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

16. Should any term or provision of this Agreement be declared invalid by a court of competent jurisdiction, the parties intend that all other terms and provisions of this Agreement should be valid, binding and have full force and effect as if the invalid portion bad not been included. If any word, phrase, clause, paragraph, sentence, part or provision of this Agreement or application thereof to any person, entity, or circumstance shall be held to be invalid or unconstitutional, the remainder of the Agreement shall nevertheless be valid, to the extent practicable.

17. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received via United States Postal Service post office or certified mail, return receipt requested, addressed to the respective party at the address listed below or at such other address as the receiving party may have theretofore prescribed by written notice to the sending party:

Notice shall be made to:

COUNTY: El Paso County Judge, Ricardo A. Samaniego
El Paso County Courthouse
500 E. San Antonio Ave, Room 301
El Paso, Texas 79901

COPY TO: El Paso County Sheriff's Office
Attention: Oscar Ugarte
3850 Justice Drive
El Paso, Texas 79938

CITY: City of El Paso
Attention: City Manager's Office
300 N. Campbell
El Paso, Texas 79901

COPY TO:	El Paso Police Department Attention: Chief Peter Pacillas 911 N. Raynor El Paso, Texas 79903
CITY	City of Anthony 401 Wildcat Drive Anthony, TX 79821
COPY TO:	Anthony Police Department Attention: Chief Carlos Enriquez 40 I Wildcat Drive Anthony, TX 79821
CITY	Town of Horizon City 14999 Darrington Road Horizon, TX 79928
COPY TO:	Horizon Police Department Attention: Chief Marco Vargas 14999 Darrington Road Horizon City, TX 79928
CITY	City of Socorro 670 Poona Socorro, TX 79927
COPY TO:	City of Socorro Attention: Chief Robert Rojas 670 Poona Socorro, TX 79927
CLINT	Town of Clint 200 E. San Elizario Road Clint, TX 79836
COPY TO:	Clint Police Department Attention: Chief Robert Fernandez 200 E. San Elizario Road Clint, TX 79836
Constable Precinct One	Constable Precinct One 424 Executive Center, Suite 100 El Paso, TX 79902
COPY TO:	County of El Paso 500 E. San Antonio Street El Paso, TX 79901
Constable Precinct Four	Constable Precinct Four 2350 George Dieter Dr. El Paso, TX 79902
COPY TO:	County of El Paso 500 E. San Antonio Street El Paso, TX 79901

Constable Precinct Six	Constable Precinct Six 190 N. San Elizario Road Deputy Peter J. Herrera Annex Clint, TX 79836
COPY TO:	County of El Paso 500 E. San Antonio Street El Paso, TX 79901
STATE	Texas Department of Public Safety Attn: Stacy Holland 1771 Shuttle Columbia Drive El Paso, TX 79925
COPY TO:	Texas Department of Public Safety Attn: Arturo Mendez Texas Homeland Security- Texas Department of Public Safety 1800 Nueces St Austin, TX 78701

IN WITNESS WHEREOF, said County of El Paso, City of El Paso, City of Anthony, Town of Horizon City, City of Socorro, Town of Clint, Constable Precinct One, Constable Precinct Six and Texas Department of Public Safety-Aviation Team have caused these presents to be executed on their behalf by their respective and duly authorized officials on each date noted below.

[Signatures Follow Attachment "A"]

Administration/Logistics/Budget	Narrative Justification (Computation of Items)		Federal Request
Law Enforcement Operational Overtime ***Over 50% in OT funding needs a Personal Cap Waiver request letter**	EPCSO EPPD APD HCPD SPD CONSTABLE 1 CONSTABLE 4 CONSTABLE 6 SAN ELIZARIO MARSHAL CPD	$858,347.00 $1,108,002.00 $65,668.00 $48,558.00 $64,635.00 $27,687.00 $27,687.00 $27,687.00 $26,040.00 $23,250.00	$2,277,561.00
Fringe Benefits for Law Enforcement	EPCSO EPPD APD HCPD SPD CONSTABLE 1 CONSTABLE 4 CONSTABLE 6 SAN ELIZARIO MARSHAL CPD	$241,882.00 $344,256.00 $14,447.00 $6,312.00 $7,756.00 $7,653.00 $7,653.00 $7,653.00 $3,125.00 $2,790.00	$643,527.00
		Overtime and Fringe Total	**$2,921,088.00**

General Equipment *Justification Letter needed for $100k or more purchases *If more space is needed show total equipment cost and list all equipment in justification section of budget.			$0.00
Special Equipment *Needs Justification Letter			$0.00
Vehicles, Watercraft, other type of vehicles *Needs Justification Letter	EPPD- LE VEHICLE HCPD- LE VEHICLE EP CONSTABLE 1- 1 ATV EP CONSTABLE 4- 1 ATV EP CONSTABLE 6- 1 ATV CPD- 2 ATV	$75,000.00 $90,000.00 $9,498.00 $9,498.00 $9,498.00 $24,000.00	$217,494.00
Regional Capability Building Equipment *Needs Justification Letter			$0.00
		Equipment Total	**$217,494.00**

2025-0377

Mileage Cost			**$0.00**
Fuel Cost	EPCSO	$29,000.00	**$29,000.00**
Maintenance Cost	TX DPS AOD EPCSO	$354,600.00 $6,499.67	**$361,099.67**
Travel, Lodging, and Per Diem			$0.00
State M&A	State can take up to 2.5% of total allocation		$86,812.33
County M&A	EPCSO	$57,800.00	$57,800.00
M&A Payroll and Fringe	EPPD SPD TX DPS AOD	$31,557.00 $3,000.00 $18,000.00	$52,557.00
		Total M&A	**$197,169.33**
		Total Funding Cost	**$3,725,851.00**

COUNTY OF EL PASO

BY: Ricardo A. Samaniego
Ricardo A.Samaniego, County Judge

DATE: 05/19/2025

ATTEST: Delia Briones
Delia Briones, County Clerk

Approved as to Form:

Approved as to content:

Oscar Ugarte

El Paso County Sheriff's Office

County of El Paso, Texas

2025-0377

CITY OF EL PASO

BY: _____ **DATE:** _____
Renard U. Johnson, Mayor

ATTEST: _____
Laura D. Prine, City Clerk

Approved as to Form:

Eric Gutierrez
Senior Assistant City Attorney

Approved as to Content:

Chief of Police
El Paso Police Department
City of El Paso

2025-0377

26-HQ#6658 | TRAN-632426 | PD
Interlocal Agreement- Operation Stonegarden FY2024
EG

CITY OF ANTHONY

BY: _____ **DATE:**_____

Approved as to Form:

_____

Approved as to content:

_____

Chief of Police

City of Anthony

2025-0377

CITY OF HORIZON

BY: _____ **DATE:** _____

Approved as to Form:

_____

Approved as to content:

_____

Chief of Police

City of Horizon

2025-0377

CITY OF SOCORRO

BY: _____ **DATE:**_____

Approved as to Form:

_____

Approved as to content:

_____

Chief of Police

City of Socorro

2025-0377

CITY OF CLINT

BY: _____ **DATE:**_____

Approved as to Form:

_____

Approved as to content:

_____

Chief of Police

City of Clint

2025-0377

CONSTABLE PRECINCT ONE

BY: _____ **DATE:**_____

Approved as to Form:

_____

Approved as to content:

_____

Constable Precinct One

County of El Paso, Texas

2025-0377

CONSTABLE PRECINCT FOUR

BY: _____ **DATE:**_____

Approved as to Form:

_____

Approved as to content:

_____

Constable Precinct Four

County of El Paso, Texas

2025-0377

CONSTABLE PRECINCT SIX

BY: _____ **DATE:** _____

Approved as to Form:

_____

Approved as to content:

_____

Constable Precinct Six

County of El Paso, Texas

2025-0377

Texas Department of Public Safety – El Paso Aviation Team

BY: _____ **DATE:**_____

Approved as to content:

_____

Texas Department of Public Safety

Aviation Team

Chief Stacy Holland

File #: 26-0327, **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 2
Economic and International Development, Jessica Torres, (915) 212-0094
Economic and International Development, Karina Brasgalla, (915) 212-0094

AGENDA LANGUAGE:

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

Discussion and action on Resolution to authorize the City Manager to sign a Chapter 380 Economic Development Program Agreement between the City of El Paso and EAST FM SIERRA VISTA HOLDING CO. LLC, in support of an infill development project located at 8500 N. Gateway Blvd. The Agreement requires the Applicant to make a minimum investment of $4,921,544.00, and in consideration, the City shall provide economic incentives up to $210,293.02 in the form of Real Property Tax Rebate, Construction Materials Sales Tax Rebate, and Building Construction Fee Rebate.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Economic and International Development

AGENDA DATE: 3/17/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Jessica Torres **PHONE NUMBER:** 915-212-0094

2nd CONTACT PERSON NAME: Karina Brasgalla **PHONE NUMBER:** 915-212-0094

DISTRICT(S) AFFECTED: District 2

AGENDA ITEM:

Discussion and action on Resolution to authorize the City Manager to sign a Chapter 380 Economic Development Program Agreement between CITY OF EL PASO and EAST FM SIERRA VISTA HOLDING CO. LLC, in support of an infill development project located at 8500 N. Gateway Blvd. The Agreement requires the Applicant to make a minimum investment of $4,921,544.00, and in consideration, the City shall provide economic incentives up to $210,293.02 in the form of Real Property Tax Rebate, Construction Materials Sales Tax Rebate, and Building Construction Fee Rebate.

ISSUE STATEMENT:

City Council is asked to approved the Chapter 380 Agreement in support of an infill development project.

BACKGROUND:

East FM Sierra Vista Holding Co. LLC. qualified for a 10-year Infill Redevelopment Incentive Grant and plans to invest at least $4,921,544.00 for the construction of a new two-story office building to serve over 60 employees, featuring office and lab space, a cafeteria, a wellness area, and supporting amenities. The project will increase property tax value and enhance the neighborhood by serving as a hub for engineers, planners, technicians and support staff that will visit retail businesses and restaurants in the area. Upon meeting contract requirements, the Applicant may receive:Property Tax Rebate (City portion): 10-year incremental tax rebate, capped at $175,685.30 - Construction Materials Sales Tax Rebate: One-time 1% City sales tax rebate on materials, capped at $24,607.72 - Building Construction Fee Rebate: One-time rebate on eligible construction and planning fees, capped at $10,000.00 for total incentives not to exceed $210,293.02.

COUNCIL OPTIONS:

1. Approved the agreement as presented.
2. Decline approval and direct staff to renegotiate agreement.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by a City Council committee.

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

Not applicable.

RELATED CITY POLICIES:

Infill Policy, Chapter 380

PRIOR COUNCIL ACTION:

No prior Council action.

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:

General Fund

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:

Resolution and Agreement

FOR MORE INFORMATION:

Jessica Torres 915-212-0094 torresjx@elpasotexas.gov

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

SIGNATURE:

(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 be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between **CITY OF EL PASO** ("City") and **EAST FM SIERRA VISTA HOLDING CO. LLC,** a Texas limited liability company ("Applicant") in support of an infill development project located at *8500 North Gateway Blvd., El Paso, Texas 79904* ("Project"). The Agreement requires the Applicant to make a minimum investment of *$4,921,544.00* in the Project, and in consideration, the City shall provide economic incentives not to exceed *$210,293.02* in the form of a Real Property Tax Rebate, a Construction Materials Sales Tax Rebate, and a Building Construction Fee Rebate.

APPROVED THIS _____ DAY OF _____ 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Karina Brasgalla, Director
Economic & International Development

STATE OF TEXAS	**)**	**CHAPTER 380 ECONOMIC DEVELOPMENT**
	)	**PROGRAM AGREEMENT**
COUNTY OF EL PASO	**)**	**(Infill Development)**

This Chapter 380 Economic Development Program Agreement (the "Agreement") is made on this _____ day of_____, 2026 ("Effective Date") between the **CITY OF EL PASO, TEXAS,** a Texas home-rule municipal corporation, (the "City"), and **EAST FM SIERRA VISTA HOLDING CO. LLC,** a Texas limited liability company (the "Applicant""), for the purposes and considerations stated below. The City and Applicant may hereinafter be collectively referred to as the *Parties* and individually as the *Party.*

RECITALS

WHEREAS, Article 3, Section 52A, Texas Constitution, authorizes the Legislature to enable cities to implement programs for the public purposes of economic development under which cities and counties may provide financial incentives for the purposes of stimulating local economic development and business and commercial activity in the City; and

WHEREAS, Section 380.001, Texas Local Government Code ("Chapter 380"), authorizes the City Council of the City to establish and provide for the administration of one or more programs in order to stimulate business and commercial activity in the City including, but not limited to, programs for (i) making loans and grants of public money to promote local economic development, (ii) accepting contributions, gifts and other resources to develop and administer a program; and

WHEREAS, the City has established an economic development program and, pursuant to Chapter 380, is authorized to provide loans or grants of public funds as a governmental function to promote economic development, including the creation and retention of jobs, stimulating of business and commercial activity, and expansion of the tax base within the City of El Paso and surrounding region; and

WHEREAS, on May 11, 2021 the El Paso City Council adopted an Infill Development Incentive Policy (the "Infill Policy") to promote infill development by providing economic incentives for eligible projects meeting the Infill Policy criteria; and

WHEREAS, the Applicant's real property, located at *8500 North Gateway Blvd., El Paso, Texas 79904,* is within the Infill's Policy designated incentive area and the Applicant's proposed development meets the Infill's Policy eligibility requirements; and

WHEREAS, the City desires to provide incentives to the Applicant, pursuant to Chapter 380 and the Infill Policy, for the construction of a development located on the Applicant's real property, and the Applicant wishes to receive the incentives in exchange for compliance with the obligations set forth herein; and

WHEREAS, the City determines that a grant of funds to Applicant will serve the municipal purpose of promoting local economic development and enhancing business and commercial activity within the City and region; and

WHEREAS, the Development will likely encourage increased economic development within the City and region, provide increases in the City's property tax revenues, and improve the City's ability to provide for the health, safety and welfare of the general public within and around of El Paso, Texas; and

WHEREAS, the City finds that this Agreement embodies an eligible *program* and promotes economic development within and around the El Paso, Texas, and, as such, meets the requirements under Chapter 380 of the Texas Local Government Code and further is in the best interests of the City.

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

SECTION 1. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

A. **Ad Valorem Taxes.** The term Ad Valorem Taxes means with respect to any property tax year, all ad valorem property taxes collected by the City on the Eligible Property for that tax year. For purposes of this Agreement, Ad Valorem Taxes collected by the City shall not include penalties, interest, or attorney's fees.

B. **Affiliate.** The term Affiliate means of any person or entity identified in this Agreement means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under direct or indirect common control with such specified person or entity. For purposes of this definition, control when used with respect to any person or entity in conjunction with the term affiliate means (i) the ownership, directly or indirectly, of 50% or more of the voting securities of such person or entity, or (ii) the right to direct the management or operations of such person or entity, directly or indirectly, whether through the ownership (directly or indirectly) of securities, by contract or otherwise, and the terms controlling and controlled have meanings correlative to the foregoing control as herein defined.

C. **Agreement.** The word *Agreement* means this Chapter 380 Economic Development Program Agreement, together with all exhibit(s) and schedules attached and incorporated herein by reference.

D. **Applicant.** The term *Applicant* means East FM Sierra Vista Holding Co. LLC.

E. **Base Year Value.** This phrase means valuation of the real property by the El Paso

Central Appraisal District on the rolls as of January 1st of the year of the Effective Date of this Agreement. The Base Year Value shall not be interpreted to be equivalent or determinative for appraisal purposes or used in any way to determine market value. For the purposes of this Agreement, the Base Year Value is *$63,247.00.*

F. **Building Construction Fee Rebate.** This phrase means the one-time rebate of certain building construction fees and planning fees as identified in Ordinance No. 018581 paid for the Development and payable from the City's general revenue fund. The Building Construction Fee Rebate shall not exceed *$10,000.00* and will be rebated upon the Applicant's provision of the Grant Submittal Package to the City to demonstrate that the total construction cost for the Development is greater than the Base Year Value.

G. **Construction Materials Sales Tax Rebate.** This phrase means a one-time 100% rebate of the City's 1% Sales and Use Tax from receipts for materials and labor of taxable items used in the construction of the Development. The Construction Materials Sales Rebate shall not exceed *$24,607.72.*

H. **Development.** The word *Development* means new construction on a vacant lot or renovation of an existing vacant or blighted building(s) to be used for any of the following land uses: office, retail, restaurant, multifamily residential facilities, commercial, and industrial within the City of El Paso, as authorized by the existing local law. The Development is described in *Exhibit B,* which is attached and incorporated for all purposes.

I. **Effective Date.** This phrase means the date the El Paso City Council approves the Agreement.

J. **Grant.** The word *Grant* means each annual payment to the Applicant under the terms of this Agreement computed as the sum of the applicable rebates: (i) Construction Materials Sales Tax Rebate; (ii) Building Construction Fee Rebate; and (iii) Property Tax Rebate. For the purposes of this Agreement, the aggregate Grant payments will not exceed *$210,293.02.*

K. **Grant Submittal Package.** The term *Grant Submittal Package* means the documentation required to be supplied to City as a condition of receipt of any Grant, with such documentation more fully described in *Exhibit C,* which is attached hereto and incorporated herein for all purposes.

L. **Minimum Appraisal Value.** This phrase means the valuation of the Real Property appraised by El Paso Central Appraisal District during and after the construction or renovation of the Development. For the purposes of this Agreement, the Minimum Appraisal Value is *$2,524,019.00.* Under no circumstances shall the Minimum Appraisal Value be interpreted to be equivalent of or determinative for appraisal purposes or to be used in any way to determine market value.

M. **Minimum Investment.** The term *Minimum Investment* means those costs incurred, self-performed, or contracted to third parties by the Applicant over the course of the renovation or construction project or furnishing of the improvements for the Development. For purposes of this Agreement, the Minimum Investment to qualify for the Grant is *$4,921,544.00.*

N. **Municipal Purpose.** The term *Municipal Purpose* shall mean or otherwise include one or more of the following:

(i) the funding of maintenance and operations expenditures of the City; and

(ii) the funding of debt service on lawfully incurred obligations of the City; and

(iii) the funding of any economic development grants or performance, incentive, or tax sharing agreements made in compliance with Chapter 380 of the Texas Local Government Code or other applicable law; or

(iv) any capital improvement project or other lawful municipal purpose authorized under Texas law that the City otherwise determines is necessary and appropriate.

O. **Program.** The term *Program* means the economic development program established in accordance with the Chapter 380 Economic Development Policy pursuant to the Act designed to promote local economic development and stimulate business and commercial activity within the City.

P. **Project.** The term *Project* means Applicant's planned construction of substantial improvements to real property within the City.

Q. **Property Tax Rebate.** This *Property Tax Rebate* means a rebate, according to the Incremental Real Property Tax Rebate Table found in *Exhibit D* of this Agreement, of the City's portion of the incremental ad valorem property tax revenue generated by the subject property above the Base Year Value for the Grant Period (as defined herein). For the purposes of this Agreement, the total Real Property Tax Rebate amount shall not exceed *$175,685.30.*

R. **Qualified Expenditures.** The term *Qualified Expenditures* means the monetary expenditures paid or caused to be paid by the Applicant after the Effective Date for material used in constructing or renovating the Development; and labor required for the construction or renovation of the Development.

S. **Real Property.** The term *Real Property* means the real property owned by the Applicant located at *8500 North Gateway Blvd., El Paso, Texas 79904,* and described on *Exhibit A,* which is attached and incorporated by reference. The Real Property is the location for the Applicant's proposed Development.

T. **Vacant Building.** The term *Vacant Building* means a building that is 60% or more

unoccupied and is registered as a vacant building with the City, pursuant to Title 18, Chapter 18.40, El Paso City Code.

SECTION 2. TERM AND GRANT PERIOD.

A This Agreement shall commence on the Effective Date and shall terminate on the first to occur of: (i) the date when the aggregate amount of Grants is paid; (ii) 13 years from the Effective Date; (iii) the proper termination of this Agreement in accordance with the applicable provisions contained herein; or (iv) termination by mutual consent of the parties in writing ("Term").

B. The Applicant's eligibility for Grant payments shall be limited to 10 consecutive years within the Term of this Agreement (the "Grant Period"). The first year of the Grant Period shall be the first tax year after the issuance of the certificate of occupancy for the Development. A temporary certificate of occupancy does not qualify as a certificate of occupancy.

SECTION 3. OBLIGATIONS OF APPLICANT.

A. **DEVELOPMENT.**

(1) The Applicant represents that the Development complies with, and adheres to, the provisions and requirements of the City's Infill Policy and is located within the eligible incentive areas identified within the Infill Policy.

(2) The Applicant shall renovate or construct, at its sole cost and expense, the Development, and shall expend a minimum of *$4,921,544.00* in Qualified Expenditures to construct the Development.

(3) The Applicant agrees to renovate, at its sole cost, the Project. The Applicant must obtain the building permits for the Project within 12 months from the Effective Date of this Agreement, unless permit is delayed by the City. The Economic Development Director may administratively extend this period.

(4) Within 24 months after the Effective Date, the Applicant shall submit documentation to the City to verify the following:

(a) The expenditure of a minimum of *$4,921,544.00* in Qualified Expenditures; and

(b) That the Applicant has received a Certificate of Occupancy for the Development.

(5) The Applicant agrees that the Development shall not include the demolition of properties with a historic overlay that are deemed historic or contributing unless

specifically approved by the El Paso City Council.

(6) The Applicant agrees that Development shall be in accordance with the requirements and review provisions of Chapter 20.20 (Historic Landmark Preservation) of the City municipal code, where applicable.

(7) The Applicant shall diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction of same will be in accordance with all applicable federal, state and local laws and regulations.

(8) The Applicant agrees that during the Term of this Agreement, the Real Property shall be limited to those uses consistent with the Development.

(9) The Applicant shall demonstrate, before the receipts of any Grant payments, that the Applicant has incurred no delinquency taxes by providing certified city tax certificates for any parcel of property owned in the City of El Paso.

(10) The Applicant agrees that during the Term of this Agreement it shall not challenge nor permit anyone else to take actions on its behalf to challenge any assessments by the El Paso Central Appraisal District of *$2,524,019.00* or less. It is the intent of the parties that the assessed value of the Property on the tax rolls have a minimum appraisal value of *$2,524,019.00* during the Term of this Agreement. This property value should in no way be interpreted to affect the values set by the Central Appraisal District for tax purposes. Upon the termination of this Agreement, the Applicant agrees that neither this Agreement, nor the values contained herein, will be utilized to contest appraisal values or in the determination of the market value of the Development.

(11) The Applicant, during normal business hours, at its principal place of business in the city of El Paso, Texas, shall allow the City or its agents reasonable access to operating records, accounting books, and any other records related to the economic development considerations and incentives described herein, which are in Applicant's possession, custody, or control, for purposes of verifying the Qualified Expenditures and for audit purposes, if so, requested by the City. The confidentiality of such records will be maintained in accordance with all applicable laws.

(12) Applicant shall provide all required invoices and other required documentation to City electronically at the following address: **EDcompliance@elpasotexas.gov**

B. **GRANT SUBMITTAL PACKAGE.**

In order to receive the disbursement of the Grant, the Applicant must submit a Grant Submittal Package, as specified below.

(1) The Applicant shall annually submit one Grant Submittal Package which shall be in

the form provided in *Exhibit C,* together with the requisite documentation. The Applicant shall submit to the City the initial Grant Submittal Package on February 1, 2029, or within 30 business days after this date. Thereafter, the Applicant's annual Grant Submittal Package must be submitted on or within 30 business days after the 1st day of February of each year. A failure by the Applicant to timely submit a Grant Submittal Package in accordance with this paragraph is a waiver by the Applicant to receive a Grant payment for that Grant year.

(2) Concurrent with the submittal of a Grant Submittal Package, the Applicant will submit to the City documentation as may be reasonably necessary to verify the expenditure to date of the Minimum Investment, which has not otherwise been verified as part of a prior submittal. The City will provide to the Applicant a written explanation for any Minimum Investment that the City determines cannot be verified. The Applicant may submit additional documentation to the City in order to obtain verification.

(3) The City's determination of the amount of the Grant payment due to the Applicant is final.

SECTION 4. OBLIGATIONS OF THE CITY.

During the Term of this Agreement, and so long as an Event of Default has not occurred and the Applicant is in compliance with the Agreement, the City agrees as follows:

A. The City agrees to provide a Construction Materials Sales Tax Rebate not to exceed *$24,607.72* in accordance with the terms and provisions of this Agreement.

B. The City agrees to provide a Building Construction Fee Rebate not to exceed *$10,000.00* in accordance with the terms and provisions of this Agreement.

C. The City agrees to provide a Real Property Tax Rebate not to exceed *$175,685.30* in accordance with the terms and provisions of this Agreement.

D. The City will process any eligible Grant payment within *90* days after receipt of the Applicant's annual Grant Submittal Package.

SECTION 5. EVENTS OF DEFAULT.

Each of the following Paragraph's A through F shall constitute an Event of Default:

A. **Failure to Comply.** The Applicant's failure to comply with, or to perform any obligation or condition of this Agreement or in any related documents, or the Applicant's failure to comply with or to perform any obligation or condition of any other agreement between the City and the Applicant.

B. **False Statements.** Any representation or statement made or furnished to the City by the Applicant pursuant to this Agreement or any document(s) related hereto, that is/are false or misleading in any material respect; or if the Applicant obtains actual knowledge that any such

representation or statement has become false or misleading after the time that it was made, and the Applicant fails to provide written notice to the City of the false or misleading nature of such representation or statement within 10 days after the Applicant learns of its false or misleading nature.

C. **Insolvency.** The Applicant files a voluntary petition in bankruptcy, or a proceeding in bankruptcy is instituted against the Applicant, and the Applicant is thereafter adjudicated bankrupt, a receiver for the Applicant's assets is appointed, or any assignment of all or substantially all of the assets of the Applicant for the benefit of creditors of the Applicant.

D. **Property Taxes.** If the Applicant allows its personal or real property taxes owed to the City to become delinquent, and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within 30 days after written notice thereof from the City and/or El Paso Central Appraisal District.

E. **Notice and Opportunity to Cure.** In the event of any alleged breach or default under this Agreement, the non-defaulting party shall provide written notice ("Notice") to the defaulting party describing the nature of the breach or default. The defaulting party shall have a period of 60 days from receipt of Notice to cure the breach or default (the "Cure Period"), except that defaults related to false statements or delinquent property taxes must be cured within 30 days, and defaults relating to construction obligations must be cured within 90 days. If the breach or default cannot be cured within the applicable Cure Period, no Event of Default shall be deemed to have occurred so long as the defaulting party commences the cure within the applicable Cure Period and continuously and in good faith pursues such cure to completion. If the defaulting party fails to cure the breach or default within the applicable Cure Period, the non-defaulting party may terminate this Agreement upon written notice and shall be entitled to exercise any and all rights and remedies available under this Agreement, at law, or in equity, including the right to recapture any Grant Payments previously made by the City, and the City's obligations under this Agreement shall thereupon terminate.

F. **Failure to Cure.** If an Event of Default occurs and, after receipt of written notice and opportunity to cure as provided herein, the Applicant fails to cure the default in accordance with the provisions herein, then this Agreement may be terminated by the City by written notice to the Applicant at which time the City's obligations hereunder will end, and the City may exercise any other right or remedy available at law or in equity.

G. **Liability.** In no event will either party be liable to the other party for any indirect, special, punitive, exemplary, incidental, or consequential damages. In no event shall the liability of either party exceed the value of Grant payments issued hereunder. This limitation will apply regardless of whether or not the other party has been advised of the possibility of such damages.

SECTION 6. RECAPTURE.

Should the Applicant default under Section 5 of this Agreement and provided that the Cure Period for such default has expired, the City may, at sole discretion of the City Manager, require that all or a

portion of the Grants provided pursuant to this Agreement be recaptured and repaid by the Applicant previously provided by the City within 60 days from the date of such termination and written notice. The determination of whether recapture is necessary may take into account the nature of the default, the Applicant's risk profile, and any other factors deemed relevant by the City.

SECTION 7. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT.

The City may terminate this Agreement for convenience and without the requirement of an Event of Default by Applicant, which shall become effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical, or illegal, including any case law holding that a Chapter 380 Economic Development Agreement, such as this Agreement, is an unconstitutional debt.

SECTION 8. GENERAL PROVISIONS.

A. **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by both parties.

B. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of El Paso County, Texas.

C. **Applicant's Sale or Transfer of the Development.** Prior to any sale or other transfer of ownership rights in the Development, the Applicant shall notify the City in writing of such sale or transfer 30 business days before the effective date of such sale or transfer.

D. **Assignment of Applicant's Rights.** Applicant understands and agrees that the City expressly prohibits Applicant from selling, transferring, assigning, or conveying in any way any rights to receive the Grant proceeds without the City's prior written consent. Any such attempt to sell, transfer, assign, or convey without the City's prior written consent is void and may result in the immediate termination of this Agreement and recapture of taxes rebated prior to the attempted transfer, with no ability for the Applicant to cure.

E. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. The Applicant warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind the Applicant to the same.

F. **Completion of Development.** As consideration for the agreements of the City as contained herein, Applicant agrees that it will diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction

of same will be in accordance with all applicable federal, state, and local laws and regulations.

G. **Compliance with the Law.** The Parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement. If applicable, then the Applicant will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.

H. **Confidentiality Obligations.** The confidentiality of records related to the City's economic development considerations and incentives provided herein will be maintained in accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code. To the extent permitted by state or federal law, the City shall maintain the confidentiality of any proprietary information and shall not copy any such information except as necessary for dissemination to the City's agents or employees and agrees that, as required by the Public Information Act, it will notify Applicant if a request relating to such proprietary information is received. The Applicant represents that it understands that the Public Information Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert the proprietary interest of the Applicant as a basis for nondisclosure.

I. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same document.

J. **Employment of Undocumented Workers.** During the term of this Agreement, the Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the Grant payments received by the Applicant from the City as of the date of such violation not later than 120 days after the date the Applicant is notified by City of a violation of this section, plus interest from the date the Grant payment(s) was paid to the Applicant, at the rate of 7% per annum. The interest will accrue from the date the Grant payment(s) were paid to the Applicant until the date the reimbursement payments are repaid to City. The City may also recover court costs and reasonable attorney's fees incurred in an action to recover the Grant payment(s) subject to repayment under this section. Applicant is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person which whom the Applicant contracts.

K. **Execution of Agreement.** The El Paso City Council has authorized the City Manager to execute this Agreement on behalf of the City.

L. **Filing.** The City shall promptly file this Agreement with the Texas State Comptroller in accordance with Section 380.004 of the Texas Local Government Code.

M. **Governmental Function.** The Parties agree that the City is entering into this Agreement as a governmental entity performing a governmental function, implementing a government grant program intended to provide a public benefit.

N. **Force Majeure.** The parties agree that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

O. **Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

P. **No Joint Venture.** The parties acknowledge and agree that the terms hereof are intended to and shall not be deemed to create any partnership or joint venture between parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the Development or the design, construction, or operation of the Development, or any portion thereof.

Q. **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown below. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address. Applicant shall provide all required invoices and other required documentation to City electronically at the following address: *EDcompliance@elpasotexas.gov.*

To the Applicant:	East FM Sierra Vista Holding Co. LLC 2101 E. Missouri Ave., Suite B El Paso, TX 79903
To the City:	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: Economic & International Development P. O. Box 1890 El Paso, Texas 79950-1890

R. **Ordinance Applicability.** The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising.

S. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

T. **Termination or Expiration.** Upon termination or expiration of the Term of this Agreement, Applicant or its assigns agree that the Agreement, or the values contained herein will not be used to contest appraisal values or in the determination of the market value of the Development; and the economic development incentives established in the Agreement between the Parties shall not be considered in valuating the property for tax purposes.

U. **Third-Party Beneficiaries.** There are no third-party beneficiaries for this Agreement.

[Signatures begin on the following page]

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Dionne Mack
City Manager

APPROVED AS TO FORM:

_____
Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Karina Brasgalla, Director
Economic & International Development

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Dionne Mack as City Manager of the City of El Paso, Texas, on behalf of the City of El Paso, Texas.

_____
Notary Public, State of Texas

My Commission Expires:

_____

[Signatures continue on the following page]

APPLICANT:
East FM Sierra Vista Holding Co. LLC, a Texas limited liability company

By: _____

Name: Bernardino Olague

Title: Managing Partner

ACKNOWLEDGMENT

STATE OF §
§
COUNTY OF §

This instrument was acknowledged before me on the 18th day of February, 2026, by Bernardino Olague as managing partner (title) of East FM Sierra Vista Holding Co. LLC, a Texas limited liability company.

_____

Notary Public, State of Texas

My Commission Expires:

March 24, 2027

Arianna B. Olague
My Commission Expires
3/24/2027
Notary ID134271599

EXHIBIT A

Legal Description and map of the Real Property

1 SIERRA VISTA ACRES LOT 2 (43,559 SQ FT)

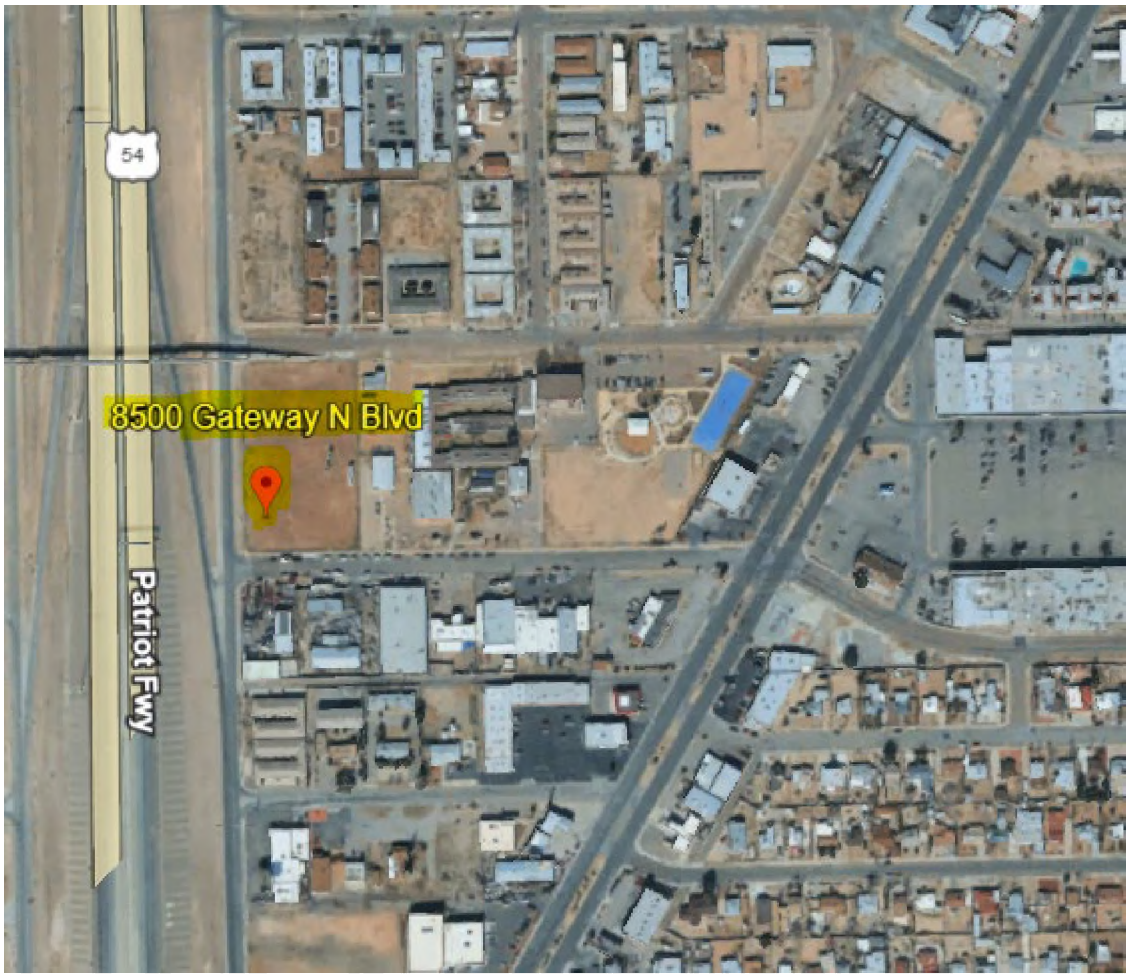


EXHIBIT B

Description of Development

The developer, EAST FM SIERRA VISTA HOLDING CO. LLC, a Texas limited liability company, proposes to construct a new 40,060-square-foot office facility located at 8500 Gateway North Blvd. in El Paso, Texas. The two-story building will include office space, laboratories, a cafeteria, wellness amenities such as a racquetball court, and other modern features designed to accommodate more than 60 employees. The site will provide parking for staff and visitors, landscaped areas with low-impact stormwater management systems, and infrastructure to support future enhancements such as a rooftop terrace and solar panel-covered parking canopies.

This project is envisioned as a vibrant center for engineers, planners, technicians, and support staff. By attracting a substantial professional workforce to the area each day, the development will help drive local retail and restaurant activity, stimulate economic growth, and enhance the overall vitality of the surrounding community.

Rendering:

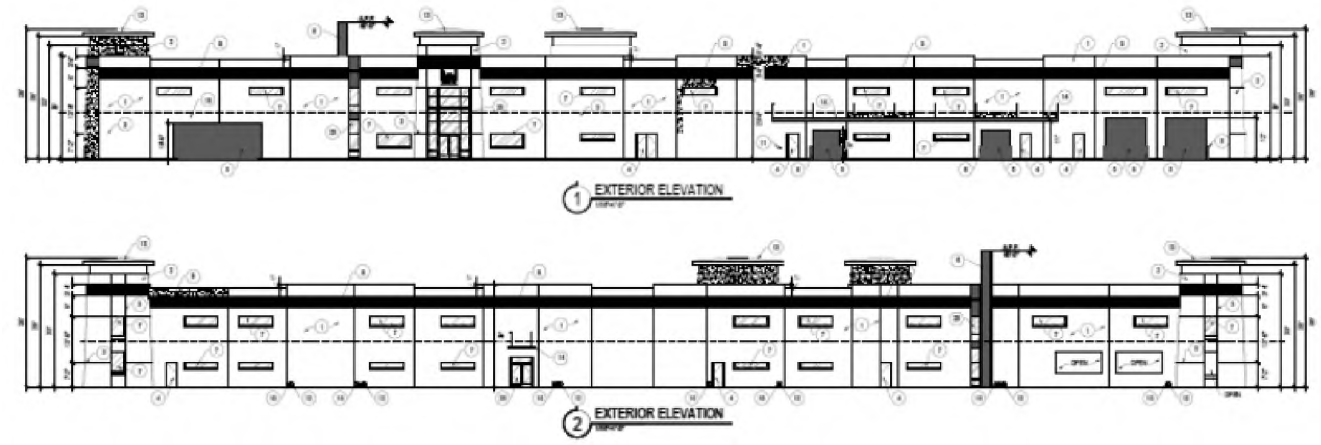


EXHIBIT C

Grant Submittal Package Form

_____(the Applicant) believes that it has substantially met its obligations under the Chapter 380 Agreement executed on _____ (date). Pursuant to the Agreement, the Applicant submits this Grant Submittal Package Form in compliance with said Agreement and in anticipation of receiving the Grant in consideration for his obligations met under the Agreement.

As required by the Agreement, the following information is submitted.

1. **[DUE WHEN THE AGREEMENT IS EXECUTED]** 1295 Form

2. **[DUE WITHIN 12 MONTHS OF AGREEMENT EXECUTION]** Copies of all applicable approvals and permits

3. **[DUE WITHIN 24 MONTHS OF AGREEMENT EXECUTION]** Documentation to evidence minimum expenditures amounting to *$4,921,544.00* including but not limited to
    a. Stamped *PAID* invoices
    b. Copies of checks proving payment – corresponding to paid invoices
    c. Receipts for purchase of construction materials (must show amount of taxes paid)
    d. Bank statements (in the event a transaction was paid with credit or debit card)
    e. Contractor pay applications, notarized with lien releases

4. **[DUE WITHIN 24 MONTHS OF AGREEMENT EXECUTION]** Copy of Certificate of Occupancy in accordance with the requirements provided in Section 3(A)(4)(b)

5. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation to evidence the amount of development fees paid as a result of the Development;

6. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation evidencing the materials and labor of Taxable Items used in the construction of the Development eligible for rebate to Applicant under the Construction Materials Sales Tax Rebate;

7. Property tax payment receipts showing proof of payment for tax year _____.

It is understood by the Applicant that the City of El Paso has up to *90 days* to process this request and reserves the right to deny the Grant claim if the Applicant has failed to comply with the terms of the Agreement.

By the signature of the Applicant below, the Applicant hereby certifies that: (1) the copies of the receipts attached to this Grant Submittal Package Form represent Qualified Expenditures incurred in the improvements and new construction to the Development; (2) the Applicant has paid or caused to be paid the City's local sales and use taxes associated with the Qualified Expenditures; and (3) that the copies of the receipts and copies of the permits attached herein are true and correct.

Signature: _____

Printed Name: _____

Date: _____

EXHIBIT D

Property Tax Rebate Table

Year	Rebate Percentage
Year 1	100%
Year 2	100%
Year 3	100%
Year 4	75%
Year 5	75%
Year 6	50%
Year 7	50%
Year 8	50%
Year 9	50%
Year 10	50%

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	Bernardino Olague
Business Name	East FM Sierra Vista Holding Co. LLC.
Agenda Item Type	Infill Agreement
Relevant Department	Economic and International 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: 2/18/2026

File #: 26-0351, **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 7
Economic and International Development, Karina Brasgalla, (915) 212-0094

AGENDA LANGUAGE:

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

Discussion and action on a Resolution authorizing the City Manager to execute a Texas Economic Development (TED) Incentive Program Fund Agreement between the City of El Paso and PX FI FORM375 OWNER, LP, supporting the FORM375 industrial development. The Agreement provides $2,000,000 in TED Fund grants tied to performance metrics and complies with TED Program Policy, supports trade and logistics, and demonstrates a net positive impact to El Paso Electric's Texas Service Area.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Economic and International Development

AGENDA DATE: 3/17/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Karina Brasgalla **PHONE NUMBER:** 915-212-0094

2nd CONTACT PERSON NAME: **PHONE NUMBER:** 1-915-555-5555

DISTRICT(S) AFFECTED: District 7

AGENDA ITEM:

Discussion and action on a Resolution authorizing the City Manager to execute a Texas Economic Development (TED) Incentive Program Fund Agreement between the City of El Paso and PX FI FORM375 OWNER, LP, supporting the FORM375 industrial development. The Agreement provides $2,000,000 in TED Fund grants tied to performance metrics and complies with TED Program Policy, supports trade and logistics, and demonstrates a net positive impact to El Paso Electric's Texas Service Area.

ISSUE STATEMENT:

City Council is asked to approved the TED Agreement in support of a industrial development project.

BACKGROUND:

FORM375 @ Paso Del Norte is an 802,604 sq. ft., four-building industrial development supporting manufacturing, logistics, and cross-border trade, with a total investment of approximately $83.6 million. The project is expected to generate $57.5 million in new City tax revenue over 25 years, create about 340 direct jobs, and drive significant economic impact, including construction wages and long-term job support. TED Fund grant will be disbursed upon successful completion of infrastructure construction.

COUNCIL OPTIONS:

1. Approved the agreement as presented.
2. Decline approval and direct staff to renegotiate agreement.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by a City Council committee.

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

Not applicable.

RELATED CITY POLICIES:

TED Fund Policy, Chapter 380

PRIOR COUNCIL ACTION:

No prior Council action.

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:

TED Fund

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:

Resolution and Agreement

FOR MORE INFORMATION:

Karina Brasgalla 915-212-0094 BrasgallaKX@elpasotexas.gov

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

SIGNATURE: _____

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

RESOLUTION

WHEREAS, the El Paso City Council ("City") approved the Texas Economic Development Incentive Program ("TED Program") – Policy and Guidelines on January 20, 2021; and

WHEREAS, the purpose of the TED Fund is to promote economic development within El Paso Electric's ("EPE") Texas Service Area through various programs, including Infrastructure Development Assistance and Quality Jobs and Investment Assistance; and

WHEREAS, the Infrastructure Development Assistance provides financial support to companies expanding or establishing operations within EPE's Texas Service Area; and

WHEREAS, PX FI FORM375 OWNER, LP ("Company") has made multiple commitments to create net-new jobs and investment in the EPE Texas Service Area; and

WHEREAS, the Company's FORM375 @ Paso Del Norte is an 802,604 sq. ft. industrial development consisting of four buildings designed to support large-scale manufacturing, logistics, and cross-border trade and includes infrastructure improvements and represents a total hard-cost and land investment of approximately $83.6M ("Development"); and

WHEREAS, the City agrees to provide financial assistance to the Company in support the Development in the form of a grant totaling *$2,000,000* ("Grant Funds") from the TED Program Fund for the improvements to the Southside Road as detailed in *Exhibit A* (the "Improvements") of the Texas Economic Development Incentive Program Fund Agreement ("TED Agreement").

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

THAT the above recitals are accepted as true and correct.

THAT the City Council finds that the *Improvements* in support of the FORM375 @ Paso Del Norte industrial development meets the requirements of the TED Program and provide a sufficient net positive impact to EPE's Texas Service Area; and

THAT the City agrees to provide Grant Funds to the Company totaling $2,00,000 from the TED Fund for the *Improvements;* and

THAT the City Manager, or designee, be authorized to execute any budget transfers and associated agreements in order to effectuate the intent of this Resolution.

[*SIGNATURES BEGIN ON THE FOLLOWING PAGE*]

PASSED AND APPROVED this _____ day of _____2026.

THE CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Karina Brasgalla, Director
Economic & International Development

REVISED
8:19 am, Mar 09, 2026

STATE OF TEXAS §

COUNTY OF EL PASO §

TEXAS ECONOMIC DEVELOPMENT (TED)

INCENTIVE PROGRAM FUND AGREEMENT

This **TEXAS ECONOMIC DEVELOPMENT (TED) INCENTIVE PROGRAM FUND AGREEMENT** ("Agreement") is entered into by and between the **CITY OF EL PASO, TEXAS** (the "City"), a home-rule municipality organized under the laws of the State of Texas, and **PX FI FORM375 OWNER, LP, a Delaware limited partnership** ("Company") on this _____ day of _____, 2026 (the "Effective Date"). The City and the Company are sometimes referred to herein collectively as the *Parties* and each individually as a *Party.*

1. PURPOSE

FORM375 @ Paso Del Norte is an 802,604 sq. ft. industrial development consisting of four buildings designed to support large-scale manufacturing, logistics, and cross-border trade. The development includes infrastructure improvements and represents a total hard-cost and land investment of approximately $83.6M. Once built, it is expected to attract a major anchor tenant and additional freight forwarder or manufacturing focused users.

The development is projected to generate $57.5M in new tax revenue for the City over 25 years, create roughly 340 direct jobs, and produce significant economic activity. During construction, an estimated $30.4M in wages will be generated, with $9.6M spent locally. Over 25 years of operation, cumulative salaries are projected to exceed $816M, with more than 4,600 indirect and induced jobs supported.

2. FUNDING AMOUNT

In accordance with a resolution approved by the City Council of the City (the "City Council") on January 19, 2021, the City has established the Texas Economic Development Incentive Program ("TED Program") Policy and Guidelines ("TED Policy"), which are incorporated herein by reference, pursuant to which the City may offer economic incentives in the form of economic development grants and/or loans to promote economic development within El Paso Electric's Texas Service Area through various categories, including Infrastructure Development Assistance.

The City agrees to provide financial assistance to the Company in the form of a grant totaling $2,000,000 (the "Grant Funds") from the TED Program Account. The grant shall be disbursed upon the completion of the improvements to Southside Road as depicted in Exhibit A (the "Improvements"). The development is situated within El Paso Electric's Texas service area and is expected to generate over 300 new jobs. Additionally, it will benefit nearby properties and

landowners, creating opportunities for further economic investment and job growth in the surrounding area.

3. COMPANY OBLIGATIONS, GOALS, AND COMMITMENTS

3.1. *Compliance with TED Program Policy*

The Company shall at all times comply with the TED Program Policy and Guidelines and acknowledges that the TED Policy establishes eligibility criteria, prohibited uses, anti-corruption requirements, and reporting obligations applicable to all recipients of TED funds. Failure to comply with any material provision of the TED Policy shall constitute an Event of Default under this Agreement and may trigger the recapture provisions of Section 8.

3.2. *Annual Reporting.*

The Company shall submit an annual report detailing the status of the development, including progress on development activities, tenant build-out and commitments, and infrastructure improvements such as roadways and utilities. The report shall also include information regarding the development's standing with the City of El Paso, including but not limited to property tax payments, permitting status, and compliance with applicable City requirements. In addition, the report shall provide data on job creation associated with the development, identifying both construction and permanent employment generated to date.

3.3. *Performance Obligation / Development Milestone*

The Company shall complete construction of the Improvements prior to the City's issuance of the Grant Funds. Completion shall be evidenced by all required permits, inspections, and certifications demonstrating that the Improvements have been constructed in accordance with applicable standards and approved plans.

3.4. *Stakeholder Coordination and Reporting.*

The Company shall collaborate with City staff to share development findings and operational data with key stakeholders and decision-makers. The City shall ensure that the Company's logistical needs, challenges, and proposed solutions are effectively incorporated into the City's overall mobility, infrastructure, and planning initiatives.

4. PAYMENT TERMS

The City shall disburse the Grant Funds to the Company within *60* days of the completion of the Improvements, subject to receipt of all necessary documentation described herein and compliance with the terms herein.

5. TERM

This Agreement shall commence on the Effective Date and shall continue in effect for the development duration of 3 years, unless terminated earlier in accordance with the provisions herein.

6. DEFAULT, REMEDIES, AND TERMINATION

6.1. *General Default.*

A Party shall be in default under this Agreement if it breaches any material term or condition, and such breach remains uncured after 60 calendar days following receipt of written notice from the non-breaching Party specifying the breach and the required curative action. If the breaching Party has diligently and continuously attempted to cure the breach but requires more than 60 calendar days, an extension shall be granted for the time reasonably necessary to effect the cure. If the breach remains uncured after the applicable period, the non-breaching Party may exercise the remedies set forth in Section 6.2 and 6.3 respectively.

6.2. *City's Remedy in the Event of Default.*

The City's sole remedy in the event of Company's uncured breach or default under this Agreement, the City may, at its sole option and without waiving any other rights or remedies available at law or equity: terminate this Agreement by written notice to the Company; suspend or withhold further disbursement of Grant Funds until the default is cured; recapture all or prorated portion of previously disbursed Grant Funds, pursuant to Section 8 of this Agreement; and pursue any other remedies permitted by law to enforce the City's rights under this Agreement.

6.3. *Company's Remedy in the Event of Breach.*

In the event of the City's uncured breach of any obligation under this Agreement, the Company shall have the right to enforce specific performance of the City's obligations hereunder.

6.4. *Mutual Waiver of Consequential Damages.*

To the extent permitted by law, each Party hereby waives all claims against the other Party for any consequential or indirect damages that may arise out of or relate to this Agreement; provided, however, that nothing is this Section shall (a) limit or impair the City's right to recapture Grant Funds; or (b) be construed as a waiver of the City's governmental or sovereign immunity, which is expressly retained.

6.5. *City Termination*

The City may terminate this Agreement for convenience and without the requirement of an Event of Default, by providing written notice to the Company. The City may also terminate this Agreement which shall become effective immediately if any state or federal statute,

regulation, case law, or other law renders this Agreement ineffectual, or illegal, such as this Agreement is an unconstitutional debt, or at any time for the City's convenience, without cause and without penalty, upon written notice to the Applicant, provided, however, that the City's ability to terminate for convenience or without cause or Event of Default shall automatically cease on the issuance by the Company of a Notice to Proceed (NTP) to the contractor constructing the Improvements.

7. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS

This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.

8. RECAPTURE

Should the Company default under *Section 6* of this Agreement during the term of this Agreement, and provided that the Cure Period for such default has expired, the City may require that all or a portion of the Grant Funds provided pursuant to this Agreement be recaptured and repaid by the Company previously provided by the City within 60 days from the date of such termination and written notice. The determination of whether recapture is necessary may take into account the nature of the default, the Company's risk profile, and any other factors deemed relevant by the City.

9. GENERAL PROVISIONS.

9.1. *Applicable Law and Venue.*

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in El Paso County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of El Paso County, Texas.

9.2. *Assignment of Company's Rights.*

The Company understands and agrees that the City expressly prohibits the Company from selling, transferring, assigning, or conveying in any way any rights to receive the Grant Funds without the City's prior written consent. Any such attempt to sell, transfer, assign, or convey without the City's prior written consent is void and may result in the immediate termination of this Agreement and recapture of taxes rebated prior to the attempted transfer, with no ability for the Company to cure.

9.3. *Compliance with the Law.*

The Parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement. If applicable, then the Company will procure all licenses and pay all fees or other charges as required to complete the Improvements under this Agreement.

9.4. ***Confidentiality Obligations.***

The confidentiality of such records employment records and any other records related to the City's economic development considerations and incentives provided herein will be maintained in accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code. Specifically, the City will maintain the confidentiality of any proprietary information to the extent permitted by law and agrees that, as required by the Public Information Act, it will notify Company if a request relating to such proprietary information is received. Company represents that it understands that the Public Information Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert the proprietary interest of Company as a basis for nondisclosure.

9.5. ***Governmental Function.***

The Parties agree that the City is entering into this Agreement as a governmental entity performing a governmental function, implementing a government grant program intended to provide a public benefit.

9.6. ***Force Majeure.***

It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed beyond such party's reasonable control by any happening or occurrence such as strikes, lockouts, boycotts, terrorism, riots, civil unrest, acts of God, fire or other casualty, civilian or military authority, acts of public enemy, war, accidents, explosions, floods, failure of transportation, machinery or supplies, vandalism, cyberattacks, unusually adverse weather conditions, unanticipated site conditions, failure of a Governmental Authority to timely issue any permits or other approvals required to construct the Improvements or to timely take any other action when required, including, without limitation, site inspections (provided that Company has timely made application and has diligently pursued issuance of such permits or approvals), delays or disruptions in the supply line for any materials for the development or construction of the Improvements, changes in Legal Requirements, epidemic or pandemic, (or governmental responses, orders or decrees in response thereto), reasonably unexpected inability to obtain labor or materials or governmental restriction or other similar or dissimilar unanticipated events beyond the control of the party affected thereby, including any time required to be expended for the contractor to remobilize the site once construction which has been halted as a result of force majeure is permitted to be commenced, which prevents such party's compliance with certain obligations hereunder, other than Company's financial inability to perform which is not caused by the aforementioned happening or occurrence, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was reasonably delayed.

9.7. ***Notices.***

All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown below. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address. Company shall provide all required invoices and other required documentation to City electronically at the following address: **EDcompliance@elpasotexas.gov.**

COMPANY: PX FI FORM375 Owner, LP
ATTN: Kyle Heath
5910 N. Central Expressway, Suite 1595
Dallas, Texas 75206

CITY: The City of El Paso
Attn: City Manager
P.O. Box 1890
El Paso, Texas 79950-1890

Copy To: The City of El Paso
Attn: Economic Development Department Director
P.O. Box 1890
El Paso, Texas 79950-1890

9.8. ***Severability.***

In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

10. ENTIRETY OF AGREEMENT.

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Parties as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement, and superseded by this Agreement. Notwithstanding anything to the contrary herein, this Agreement shall not be amended unless executed in writing by both Parties and approved by the City Council.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF EL PASO, TEXAS

Dionne Mack
City Manager

APPROVED AS TO FORM:

Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

Karina Brasgalla
Director of Economic and
International Development

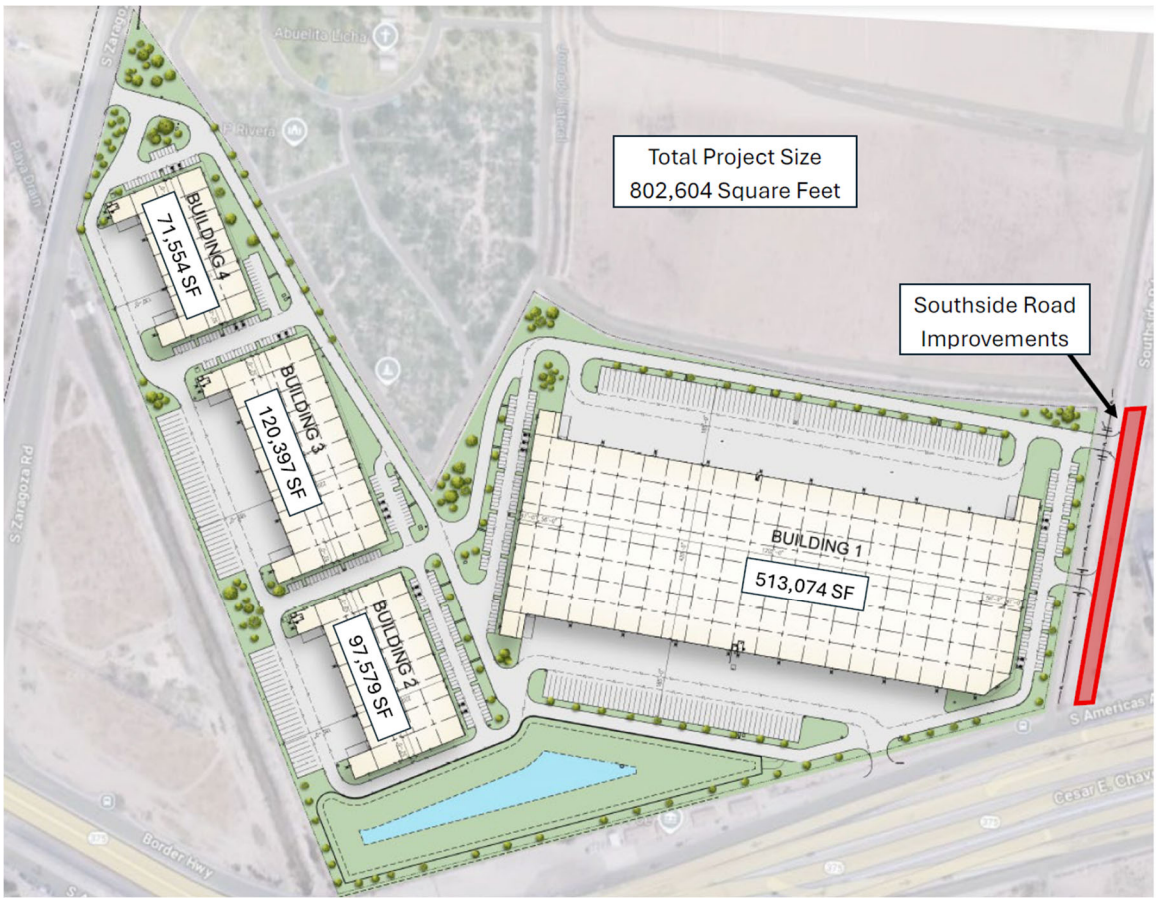
PX FI FORM375 OWNER, LP, a ~~Delaware~~ Delaware limited partnership

By: _____

Name: Adam Herrin

Title: CEO

EXHIBIT "A:


Total Project Size
802,604 Square Feet
Southside Road
Improvements
BUILDING 4
71,554 SF
BUILDING 3
120,397 SF
BUILDING 2
97,579 SF
BUILDING 1
513,074 SF
S Zaragoza Rd
Border Hwy

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	Adam Herrin
Business Name	PX FI FORM375 OWNER, LP
Agenda Item Type	Incentive Agreement
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: 3-6-2026

File #: 26-0352, **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) 212-1299
Strategic and Legislative Affairs, Omar Martinez, (915) 479-0341

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 submission of an application to the Office of Congresswoman Veronica Escobar requesting funds from the Community Project Funding program in the amount of $3,200,000.00, with a $800,000.00 match from the City, for the Paso Del Norte and Stanton International Ports Intelligent Transportation Systems (ITS) Project.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Strategic and Legislative Affairs

AGENDA DATE: 3/17/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Ian Voglewede **PHONE NUMBER:** 915-299-9409

2nd CONTACT PERSON NAME: Omar Martinez **PHONE NUMBER:** 915-479-0341

DISTRICT(S) AFFECTED: 8

AGENDA ITEM:

Discussion and action on a Resolution authorizing the submission of an application to the Office of Congresswoman Veronica Escobar requesting funds from the Community Project Funding program in the amount of $3,200,000.00, with a $800,000.00 match from the City, for the Paso Del Norte and Stanton International Ports Intelligent Transportation Systems (ITS) Project.

ISSUE STATEMENT:

This action asks City Council to approve the City's application for federal funding through the U.S. House Community Project Funding process, which allows members of Congress to request appropriations for eligible local projects. If approved, the City will pursue these federal funds by submitting the Stanton International Ports Intelligent Transportation Systems (ITS) Project through the Office of Congresswoman Veronica Escobar for consideration in the annual appropriations process. This step positions the project to compete for federal funding and includes outreach to community and institutional partners for letters of support, demonstrating broad local backing and shared investment in advancing the initiative.

BACKGROUND:

The Paso del Norte and Stanton International Ports Intelligent Transportation Systems (ITS) Project is a capital initiative designed to install modern ITS equipment at both ports of entry and along connecting roadways in El Paso to improve traffic efficiency, monitoring, and real-time communication with travelers. These crossings are critical gateways for regional commerce and daily passenger movement. The proposed upgrades would enhance operational coordination, reduce congestion, and improve traveler information for commercial and passenger vehicles. This item authorizes submission of a federal funding request to support implementation of the ITS improvements at these international ports of entry.

The required local match, will be implemented upon City Council approval and administered under the direction of the City Manager and the Grants Administration Division, using identified City departmental or capital improvement resources, subject to appropriation. Approval at this time is necessary to meet federal application timelines and advance readiness for implementation. Securing federal funding would advance Council priorities related to infrastructure modernization, economic development, cross-border mobility, and public safety, while minimizing reliance on local funds. Potential community considerations include construction-related disruptions, interagency coordination requirements, and long-term maintenance responsibilities. The attached resolution provides formal authorization for application submission and acceptance of funds, if awarded.

COUNCIL OPTIONS:

I make a motion to authorize the submission of an application to the Office of Congresswoman Veronica Escobar requesting funds from the Community Project Funding program in the amount of $3,200,000.00, with a $800,000.00 match from the City, for the Paso Del Norte and Stanton International Ports Intelligent Transportation Systems (ITS) Project.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

n/a

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

Supporting partners include the Paso del Norte Community Foundation, the Rio Grande Council of Governments, and representatives of the state delegation that have signed letters of support for this particular project.

RELATED CITY POLICIES:

City of El Paso Grants Management Policy

PRIOR COUNCIL ACTION:

In 2025, City Council authorized the submission of five applications to the Office of Congresswoman Veronica Escobar requesting funds from the Community Project Funding. See items: 25-617, 25-582, 25-526, 25-525, and 25-524.

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:

Total of $4,000,000.00, with the federal government contributing $3,200,000.00, and a $800,000.00 match from the City.

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:

Omar Martinez 915-479-0341 martinezol@elpasotexas.gov

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

SIGNATURE: _____

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

REVISED
4:04 pm, Mar 10, 2026

RESOLUTION

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 Congresswoman Veronica Escobar is currently accepting Community Project Funding requests; and

WHEREAS, the City of El Paso has identified the Paso Del Norte and Stanton International Ports Intelligent Transportation Systems (ITS) Project (the "Project") as worthy of funding through the Community Project Funding process.

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 Congresswoman Veronica Escobar requesting funds from the Community Project Funding program requesting an appropriation from the Community Project Funding program in the amount of $3,200,000.00, with a $800,000.00 match from the City, for the Paso Del Norte and Stanton International Ports Intelligent Transportation Systems (ITS) Project.

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 Capital Improvement Department's Paso Del Norte and Stanton International Ports Intelligent Transportation Systems (ITS) Project.
3. **THAT,** the City of El Paso shall provide all matching funds for the Grant, in the amount of $800,000.
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 Grants Administrator 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 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.

APPROVED this ____ day of March 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant Attorney

APPROVED AS TO CONTENT:

Stephen Ian Voglewede
Ian Voglewede, Director
Strategic and Legislative Affairs

File #: 26-0353, **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
Strategic and Legislative Affairs, Ian Voglewede, (915) 299-9409
Strategic and Legislative Affairs, Omar Martinez, (915) 479-0341

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 submission of an application to the Office of Congresswoman Veronica Escobar requesting funds from the Community Project Funding program in the amount of $5,000,000.00, with no match from the City, for the Public Safety Complex Improvements Project.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

REVISED
4:04 pm, Mar 10, 2026

DEPARTMENT / COUNCIL OFFICE: Strategic and Legislative Affairs

AGENDA DATE: 3/17/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Ian Voglewede **PHONE NUMBER:** 915-299-9409

2nd CONTACT PERSON NAME: Omar Martinez **PHONE NUMBER:** 915-479-0341

DISTRICT(S) AFFECTED: 3

AGENDA ITEM:

Discussion and action on a Resolution authorizing the submission of an application to the Office of Congresswoman Veronica Escobar requesting funds from the Community Project Funding program in the amount of $5,000,000.00, with no match from the City, for the Public Safety Complex Improvements Project.

ISSUE STATEMENT:

This action asks City Council to approve the City's application for federal funding through the U.S. House Community Project Funding process, which allows members of Congress to request appropriations for eligible local projects. If approved, the City will pursue these federal funds by submitting the Public Safety Complex Improvements Project through the Office of Congresswoman Veronica Escobar for consideration in the annual appropriations process. This step positions the project to compete for federal funding and includes outreach to community and institutional partners for letters of support, demonstrating broad local backing and shared investment in advancing the initiative.

BACKGROUND:

The Public Safety Complex Improvements Project is a capital initiative to construct joint police and fire training facilities, including scenario-based training environments, academic and forensic classroom space, and supporting training infrastructure. The City has previously identified the need to modernize and expand public safety training capacity to ensure coordinated, high-quality instruction for first responders and to meet evolving operational standards. This item authorizes submission of a federal funding request to support development of the joint training facilities.

This grant application does not require a local match. Approval at this time is necessary to meet federal application deadlines and maintain project readiness. Securing federal funding would advance Council priorities related to public safety, workforce development, and operational excellence, while reducing reliance on local funding sources. Potential community considerations include overall project cost, site selection and construction impacts, and long-term maintenance and operating expenses. The attached resolution provides formal authorization for application submission and acceptance of funds, if awarded.

COUNCIL OPTIONS:

I make a motion to authorize the submission of an application to the Office of Congresswoman Veronica Escobar requesting funds from the Community Project Funding program in the amount of $5,000,000.00, with no match from the City, for the Public Safety Complex Improvements Project.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

n/a

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

Supporting partners include the Paso del Norte Community Foundation, the Rio Grande Council of Governments, and representatives of the state delegation that have signed letters of support for this particular project.

RELATED CITY POLICIES:

City of El Paso Grants Management Policy

PRIOR COUNCIL ACTION:

In 2025, City Council authorized the submission of five applications to the Office of Congresswoman Veronica Escobar requesting funds from the Community Project Funding. See items: 25-617, 25-582, 25-526, 25-525, and 25-524.

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:

Total of $5,000,000.00, with the federal government contributing $5,000,000.00, and no match from the City.

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:

Omar Martinez 915-479-0341 martinezol@elpasotexas.gov

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

SIGNATURE: _____

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

REVISED
4:03 pm, Mar 10, 2026

RESOLUTION

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 Congresswoman Veronica Escobar is currently accepting Community Project Funding requests; and

WHEREAS, the City of El Paso has identified the Public Safety Complex Improvements Project (the "Project") as worthy of funding through the Community Project Funding process.

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 Congresswoman Veronica Escobar requesting funds from the Community Project Funding program requesting an appropriation from the Community Project Funding program in the amount of $5,000,000.00, with no match from the City, for the Public Safety Complex Improvements Project.

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 Capital Improvement Department's Public Safety Complex Improvements Project.
3. **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.
4. **THAT,** the City Council, through the City Manager, hereby designates the Grants Administrator as the City's Financial Officer for purposes of compliance with grant requirements imposed by the U.S. Housing and Urban Development Department 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 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.

APPROVED this ____ day of March 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Stephen Ian Voglewede
_____
Ian Voglewede, Director
Strategic and Legislative Affairs

File #: 26-0354, **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
Strategic and Legislative Affairs, Ian Volgewede, (915) 299-9409
Strategic and Legislative Affairs, Omar Martinez, (915) 479-0341

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 submission of an application to the Office of Congresswoman Veronica Escobar requesting funds from the Community Project Funding program in the amount of $3,000,000.00, with the federal government contributing $2,400,000.00, a $300,000.00 match from the City, and $300,000.00 match from the Deck Plaza Foundation, for the I-10 Deck Plaza Project.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

REVISED
4:10 pm, Mar 10, 2026

DEPARTMENT / COUNCIL OFFICE: Strategic and Legislative Affairs

AGENDA DATE: 3/17/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Ian Voglewede **PHONE NUMBER:** 915-299-9409

2nd CONTACT PERSON NAME: Omar Martinez **PHONE NUMBER:** 915-479-0341

DISTRICT(S) AFFECTED: 8

AGENDA ITEM:

Discussion and action on a Resolution authorizing the submission of an application to the Office of Congresswoman Veronica Escobar requesting funds from the Community Project Funding program in the amount of $3,000,000.00, with the federal government contributing $2,400,000.00, a $300,000.00 match from the City, and $300,000.00 match from the Deck Plaza Foundation, for the I-10 Deck Plaza Project.

ISSUE STATEMENT:

This action asks City Council to approve the City's application for federal funding through the U.S. House Community Project Funding process, which allows members of Congress to request appropriations for eligible local projects. If approved, the City will pursue these federal funds by submitting the I-10 Deck Plaza Project through the Office of Congresswoman Veronica Escobar for consideration in the annual appropriations process. This step positions the project to compete for federal funding and includes outreach to community and institutional partners for letters of support, demonstrating broad local backing and shared investment in advancing the initiative.

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 federal funding for this project through the Community Project Funding (CPF) process and other federal opportunities as part of its broader downtown revitalization and infrastructure strategy. This item authorizes submission of a new CPF request for FY 27 through the Office of Congresswoman Veronica Escobar.

The required local match would be funded through identifised City capital resources, subject to appropriation, and leverages local backing to strengthen competitiveness. Approval at this time is necessary to meet the federal appropriations timeline and the Congresswoman's established submission deadlines. Securing federal funding would advance Council priorities related to economic development, infrastructure investment, and downtown revitalization, while reducing reliance on local funds. Potential community considerations include overall project cost, long-term maintenance obligations, and coordination with TxDOT and regional partners. The attached resolution provides formal authorization for application submission and acceptance of funds, if awarded.

COUNCIL OPTIONS:

I make a motion to authorize the submission of an application to the Office of Congresswoman Veronica Escobar requesting funds from the Community Project Funding program in the amount of $3,000,000.00, with the federal government contributing $2,400,000.00, a $300,000.00 match from the City, and $300,000.00 match from the Deck Plaza Foundation, for the I-10 Deck Plaza Project.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

n/a

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

Supporting partners include the Paso del Norte Community Foundation, the Rio Grande Council of Governments, and representatives of the state delegation that have signed letters of support for this particular project.

RELATED CITY POLICIES:

City of El Paso Grants Management Policy

PRIOR COUNCIL ACTION:

In 2025, City Council authorized the submission of five applications to the Office of Congresswoman Veronica Escobar requesting funds from the Community Project Funding. See items: 25-617, 25-582, 25-526, 25-525, and 25-524.

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:

Total of $3,000,000.00, with the federal government contributing $2,400,000.00, a $300,000.00 match from the City, and $300,000.00 match from the Deck Plaza Foundation

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:

Omar Martinez	915-479-0341	martinezol@elpasotexas.gov

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

SIGNATURE: _____

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

REVISED
4:10 pm, Mar 10, 2026

RESOLUTION

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 Congresswoman Veronica Escobar is currently accepting Community Project Funding requests; and

WHEREAS, the City of El Paso has identified the I-10 Deck Plaza Project Phase II (the "Project") as worthy of funding through the Community Project Funding process.

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 Congresswoman Veronica Escobar requesting funds from the Community Project Funding program requesting an appropriation from the Community Project Funding program in the amount of $2,400,000.00, with $300,000 from the City and $300,000 from the Downtown Deck Plaza Foundation for a total match of $600,000 in support of the I-10 Deck Plaza Phase II Project.

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 Capital Improvement Department's I-10 Deck Plaza Phase II Project.
3. **THAT,** the City of El Paso shall provide half of the total $600,000 in matching funds for the Grant, in the amount of $300,000, with the remainder provided by the Downtown Deck Plaza Foundation.
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 Grants Administrator 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 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.

APPROVED this ____ day of March 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Stephen Ian Voglewede
_____
Ian Voglewede, Director
Strategic and Legislative Affairs

File #: 26-0355, **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
Strategic and Legislative Affairs, Ian Voglewede, (915) 212-1299
Strategic and Legislative Affairs, Omar Martinez, (915) 479-0341

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 submission of an application to the Office of Congresswoman Veronica Escobar requesting funds from the Community Project Funding program, in the amount of $14,885,381.21, with no match from the City, for the El Paso PD Equipment Purchase Program.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Strategic and Legislative Affairs

AGENDA DATE: 3/17/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Ian Voglewede **PHONE NUMBER:** 915-299-9409

2nd CONTACT PERSON NAME: Omar Martinez **PHONE NUMBER:** 915-479-0341

DISTRICT(S) AFFECTED: All

AGENDA ITEM:

Discussion and action on a Resolution authorizing the submission of an application to the Office of Congresswoman Veronica Escobar requesting funds from the Community Project Funding program, in the amount of $14,885,381.21, with no match from the City, for the El Paso PD Equipment Purchase Program.

ISSUE STATEMENT:

This action asks City Council to approve the City's application for federal funding through the U.S. Community Project Funding process, which allows members of Congress to request appropriations for eligible local projects. The Department of Justice grant application number is 058873019. If approved, the City will pursue these federal funds by submitting the El Paso PD Equipment Purchase Program through the Office of Congresswoman Veronica Escobar for consideration in the annual appropriations process. This step positions the project to compete for federal funding and includes outreach to community and institutional partners for letters of support, demonstrating broad local backing and shared investment in advancing the initiative.

BACKGROUND:

The El Paso Police Department (EPPD) Equipment Purchase Program is a capital investment initiative to procure priority law enforcement equipment consistent with items typically supported through the Department's COPS grant applications. The City has identified modernization and replacement of essential operational equipment as a continuing need to maintain officer safety, effectiveness, and service readiness. This item authorizes submission of a $14,885,381.21Community Project Funding (CPF) request for FY27 through the Office of Congresswoman Veronica Escobar to support critical equipment purchases as EPPD finalizes specific procurement items.

This grant application does not require a local match. Approval at this time is necessary to meet federal appropriations timelines and the Congresswoman's established submission deadlines. Securing federal funding would advance Council priorities related to public safety, operational readiness, and community protection, while reducing reliance on local funding sources. Potential community considerations include long-term maintenance or replacement costs associated with the equipment and adherence to applicable procurement and compliance requirements. The attached resolution provides formal authorization for application submission and acceptance of funds, if awarded.

COUNCIL OPTIONS:

I make a motion to authorize the submission of an application to the Office of Congresswoman Veronica Escobar requesting funds from the Community Project Funding program in the amount of $14,885,381.21, with no match from the City, for the El Paso PD Equipment Purchase Program.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

n/a

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

Supporting partners include the Paso del Norte Community Foundation, the Rio Grande Council of Governments, and representatives of the state delegation that have signed letters of support for this particular project.

RELATED CITY POLICIES:

City of El Paso Grants Management Policy

PRIOR COUNCIL ACTION:

In 2025, City Council authorized the submission of five applications to the Office of Congresswoman Veronica Escobar requesting funds from the Community Project Funding. See items: 25-617, 25-582, 25-526, 25-525, and 25-524.

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:

Total of $14,885,381.21, with the federal government contributing $14,885,381.21, and no match from the City.

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:

Omar Martinez 915-479-0341 martinezol@elpasotexas.gov

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

SIGNATURE: _____

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

REVISED
4:42 pm, Mar 10, 2026

RESOLUTION

WHEREAS, the City of El Paso (the "City") is eligible to apply for grants through the Department of Justice; and

WHEREAS, the El Paso City Council seeks to receive grant funding in the amount of $14,885,381.21, with no match from the City, through the grant application number 058873019 for the El Paso Police Department project identified as "FY 27 CPF El Paso PD Equipment Purchase Program"; 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 Department of Justice and other applicable 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 Department of Justice and other applicable 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 Department of Justice and other applicable 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 Department of Justice, grant application number 058873019, for the City of El Paso Police Department project identified as "FY 27 CPF El Paso PD Equipment Purchase Program" to provide funding through the Department of Justice COPS Technology and Equipment account to modernize its frontline communications infrastructure.

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 Department of Justice 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 Department of Justice 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 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.

APPROVED this ____ day of _____ 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Stephen Ian Voglewede
_____
Ian Voglewede, Director
Strategic and Legislative Affairs

File #: 26-0356, **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
Strategic and Legislative Affairs, Ian Voglewede, (915) 299-9409
Strategic and Legislative Affairs, Omar Martinez, (915) 479-0341

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 submission of an application to the Office of Congresswoman Veronica Escobar requesting funds from the Community Project Funding program in the amount of $2,000,000, with no match from the City, for the Henderson Community Clinic Improvements Project.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Strategic and Legislative Affairs

REVISED
3:55 pm, Mar 10, 2026

AGENDA DATE: 3/17/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Ian Voglewede **PHONE NUMBER:** 915-299-9409

2nd CONTACT PERSON NAME: Omar Martinez **PHONE NUMBER:** 915-479-0341

DISTRICT(S) AFFECTED: 8

AGENDA ITEM:

Discussion and action on a Resolution authorizing the submission of an application to the Office of Congresswoman Veronica Escobar requesting funds from the Community Project Funding program in the amount of $2,000,000, with no match from the City, for the Henderson Community Clinic Improvements Project.

ISSUE STATEMENT:

This action asks City Council to approve the City's application for federal funding through the U.S. House Community Project Funding process, which allows members of Congress to request appropriations for eligible local projects. If approved, the City will pursue these federal funds by submitting the Henderson Community Clinic Improvements Project through the Office of Congresswoman Veronica Escobar for consideration in the annual appropriations process. This step positions the project to compete for federal funding and includes outreach to community and institutional partners for letters of support, demonstrating broad local backing and shared investment in advancing the initiative.

BACKGROUND:

The Henderson Community Clinic Improvements Project is a capital initiative to modernize a high-volume City public health facility located at 721 S. Mesa Street that serves more than 6,000 residents annually, primarily low- and moderate-income patients. The project will upgrade interior layouts and building systems to improve patient flow, expand restrooms, enhance ADA accessibility, and replace aging infrastructure such as flooring, windows, HVAC, electrical, and plumbing systems, as well as install medical-grade cabinetry to better support clinical services. This item authorizes submission of a Community Project Funding (CPF) request for FY27 through the Office of Congresswoman Veronica Escobar to support these improvements.

This grant application does not require a local match. Approval at this time is necessary to meet the federal appropriations timeline and the Congresswoman's established submission deadlines. Securing federal funding would advance Council priorities related to public health access, facility modernization, and service delivery to vulnerable populations, while reducing reliance on local funds. Potential community considerations include construction-related disruptions during renovation and long-term maintenance obligations. The attached resolution provides formal authorization for application submission and acceptance of funds, if awarded.

COUNCIL OPTIONS:

I make a motion to authorize the submission of an application to the Office of Congresswoman Veronica Escobar requesting funds from the Community Project Funding program in the amount of $2,000,000, with no match from the City, for the Henderson Community Clinic Improvements Project.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

n/a

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

Supporting partners include the Paso del Norte Community Foundation, the Rio Grande Council of Governments, and representatives of the state delegation that have signed letters of support for this particular project.

RELATED CITY POLICIES:

City of El Paso Grants Management Policy

PRIOR COUNCIL ACTION:

In 2025, City Council authorized the submission of five applications to the Office of Congresswoman Veronica Escobar requesting funds from the Community Project Funding. See items: 25-617, 25-582, 25-526, 25-525, and 25-524.

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:

Total of $4,800,000.00, with the federal government contributing $2,000,000, and no match from the City.

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:

Omar Martinez 915-479-0341 martinezol@elpasotexas.gov

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

SIGNATURE: _____

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

REVISED
3:55 pm, Mar 10, 2026

RESOLUTION

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 Congresswoman Veronica Escobar is currently accepting Community Project Funding requests; and

WHEREAS, the City of El Paso has identified the Henderson Community Clinic Improvements Project (the "Project") as worthy of funding through the Community Project Funding process.

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 Congresswoman Veronica Escobar requesting funds from the Community Project Funding program requesting an appropriation from the Community Project Funding program in the amount of $2,000,000.00, with no match from the City, for Henderson Community Clinic Improvements Project.

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 Public Health Department's Henderson Community Clinic Improvements Project.
3. **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.
4. **THAT,** the City Council, through the City Manager, hereby designates the Grants Administrator 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 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.

APPROVED this ____ day of March 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Stephen Ian Voglewede
_____
Ian Voglewede, Director
Strategic and Legislative Affairs

File #: 26-0358, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 3
Strategic and Legislative Affairs, Ian Voglewede, (915) 212-1299
Strategic and Legislative Affairs, Omar Martinez, (915) 479-0341

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 submission of an application to the Office of Congresswoman Veronica Escobar requesting funds from the Community Project Funding program in the amount of $3,209,778.12, with a $802,444.53 match from the City, for the Compressed Natural Gas (CNG) Refueling Station Upgrade Project.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Strategic and Legislative Affairs

AGENDA DATE: 3/17/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Ian Voglewede **PHONE NUMBER:** 915-299-9409

2nd CONTACT PERSON NAME: Omar Martinez **PHONE NUMBER:** 915-479-0341

DISTRICT(S) AFFECTED: all

AGENDA ITEM:

Discussion and action on a Resolution authorizing the submission of an application to the Office of Congresswoman Veronica Escobar requesting funds from the Community Project Funding program in the amount of $3,209,778.12, with a $802,444.53 match from the City, for the CNG Refueling Station Upgrade Project.

ISSUE STATEMENT:

This action asks City Council to approve the City's application for federal funding through the U.S. House Community Project Funding process, which allows members of Congress to request appropriations for eligible local projects. If approved, the City will pursue these federal funds by submitting the CNG Refueling Station Upgrade Project through the Office of Congresswoman Veronica Escobar for consideration in the annual appropriations process. This step positions the project to compete for federal funding and includes outreach to community and institutional partners for letters of support, demonstrating broad local backing and shared investment in advancing the initiative.

BACKGROUND:

The Sun Metro CNG Refueling Station Upgrade Project is a capital initiative to replace aging natural gas-powered compressors with high-efficiency electric compressors, associated infrastructure, and related appurtenances to improve the reliability and performance of Sun Metro's CNG fueling operations. The City has identified the need to modernize critical transit support infrastructure to prevent service interruptions and ensure buses can be fueled consistently to meet daily operational demand. This item authorizes submission of a Community Project Funding (CPF) request for FY27 through the Office of Congresswoman Veronica Escobar to support the CNG station upgrades.

The required local match, will be implemented upon City Council approval and administered under the direction of the City Manager and the Grants Administration Division, using identified City departmental or capital improvement resources, subject to appropriation. Approval at this time is necessary to meet federal appropriations timelines and the Congresswoman's established submission deadlines. Securing federal funding would advance Council priorities related to infrastructure modernization, environmental sustainability, and reliable public transportation service, while reducing reliance on local funds. Potential community considerations include construction-related impacts during equipment replacement and long-term maintenance and energy cost implications. The attached resolution provides formal authorization for application submission and acceptance of funds, if awarded.

COUNCIL OPTIONS:

I make a motion to authorize the submission of an application to the Office of Congresswoman Veronica Escobar requesting funds from the Community Project Funding program in the amount of $3,209,778.12, with a $802,444.53 match from the City, for the CNG Refueling Station Upgrade Project.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

n/a

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

Supporting partners include the Paso del Norte Community Foundation, the Rio Grande Council of Governments, and representatives of the state delegation that have signed letters of support for this particular project.

RELATED CITY POLICIES:

City of El Paso Grants Management Policy

PRIOR COUNCIL ACTION:

In 2025, City Council authorized the submission of five applications to the Office of Congresswoman Veronica Escobar requesting funds from the Community Project Funding. See items: 25-617, 25-582, 25-526, 25-525, and 25-524.

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:

Total of $4,012,222.65, with the federal government contributing $3,209,778.12 and a $802,444.53 match from the City.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT ($)

ATTACHMENTS:

FOR MORE INFORMATION:

Omar Martinez	915-479-0341	martinezol@elpasotexas.gov

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

SIGNATURE: Stephen Ian Voglewede

Digitally signed by Stephen Ian Voglewede
Date: 2026.03.03 09:35:01 -07'00'

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

RECEIVED
By City Clerk's Office at 3:48 pm, Mar 10, 2026

RESOLUTION

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 Congresswoman Veronica Escobar is currently accepting Community Project Funding requests; and

WHEREAS, the City of El Paso has identified the Sun Metro CNG Refueling Station Upgrade Project (the "Project") as worthy of funding through the Community Project Funding process.

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 Congresswoman Veronica Escobar requesting funds from the Community Project Funding program in the amount of $3,209,778.12, with a $802,444.53 match from the City, for the Sun Metro CNG Refueling Station Upgrade Project.

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 Sun Metro CNG Refueling Station Upgrade Project.
3. **THAT**, the City of El Paso shall provide all matching funds for the Grant, in the amount of $802,444.53.
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 Grants Administrator 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 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.

APPROVED this ____ day of March 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:

Stephen Ian Voglewede
Ian Voglewede, Director
Strategic and Legislative Affairs

File #: 26-0370, **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 to adopt the Climate Action Plan for the City of El Paso.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Strategic and Legislative Affairs

AGENDA DATE: 3/17/26

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 resolution to adopt the Climate Action Plan for the City of El Paso

ISSUE STATEMENT:

This item asks for the City Council's approval to adopt the Climate Action Plan for the City of El Paso.

BACKGROUND:

In January 2024, the City kicked off the planning process to develop the first climate action plan for the region of El Paso. For the last 26 months, an in depth technical analysis of greenhouse gas emissions and climate hazards was conducted in parallel with an outreach plan to gather input from the community. This community-driven process has resulted in a comprehensive set of actions to pave the road for better air quality, health outcomes and economic opportunities for El Paso.
By approving the Climate Action Plan, El Paso will fully start the implementation of policies, programs and projects to address specific opportunities and challenges related to climate, sustainability and energy.

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 915-337-2517 berjanofl@elpasotexas.gov

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

SIGNATURE: Stephen Ian Voglewede

Digitally signed by Stephen Ian Voglewede
Date: 2026.02.27 14:57:05 -07'00'

(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 (CAP or Plan) for El Paso, including the commitment to prioritize vulnerable populations; and

WHEREAS, the El Paso region is already experiencing the impacts of a shifting climate, including extended heat waves, prolonged droughts, and intense flash flooding, which place our infrastructure, economy, and public health at risk; and

WHEREAS, the development of the CAP was a process driven by the community, including residents, regional governments, non-profit organizations, the private sector, and academia; and

WHEREAS, the Greenhouse Gas (GHG) inventory identifies transportation (48%) and buildings (44%) as the primary sources of local emissions, presenting key opportunities for mitigation; and

WHEREAS, the CAP establishes 10 strategic measures and 53 specific actions designed to reduce emissions and adapt to a changing climate, and improve the quality of life for all El Pasoans; and

WHEREAS, the adoption of the CAP will catalyze economic growth, upgrade our infrastructure, and improve air quality and public health across the region.

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

THAT, the City Council hereby adopts the CAP as the foundational roadmap for the City's climate mitigation and adaptation policies, programs, and projects.

THAT, the City Manager is directed to oversee the implementation of the 53 identified actions, prioritizing those that provide the greatest economic benefit and that benefit Low-Income and Disadvantaged Communities (LIDACs).

THAT, the City Manager, or designee, is authorized to coordinate with governmental, private, and philanthropic regional, state, and federal partners to secure diverse funding sources and ensure the successful execution of the Plan's goals.

THAT, the City Council directs staff to provide regular public-facing updates on the progress of the Plan's implementation to ensure transparency, accountability, and continued community engagement.

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

REVISED
9:00 am, Mar 11, 2026

Chihuahuan Desert Climate Collaborative

CHIHUAHUAN DESERT

CLIMATE ACTION PLAN

MARCH 2026

LETTER FROM THE CITY MANAGER

300 N. Campbell,
El Paso, Texas 79901
(915) 212-0000

Dear Friends,

I am proud to introduce the El Paso Climate Action Plan (CAP), our city's first, and a truly community-driven roadmap to protect our economic, social, and environmental future. This plan is designed to ensure El Paso remains a healthy, resilient place to call home for generations to come.

As El Pasoans, we understand the realities of life in the Chihuahuan Desert. We live with extreme heat and seasonal rainfall, and we know our weather patterns are shifting. We also understand the opportunity that comes with being the largest metroplex along the U.S.-Mexico border. With that responsibility and potential in mind, we are taking proactive steps to safeguard our infrastructure, strengthen our economy, and protect the health of our neighbors.

This plan is, first and foremost, grounded in the community. We recognized early that a strategy created in isolation would not reflect the needs of our border region. The CAP was built through public input, local expertise, and an equity-centered approach that keeps the experiences and priorities of our most vulnerable residents at the heart of every action.

The actions outlined in this document are more than environmental goals. They represent a commitment to cleaner air, healthier outcomes, and expanded economic opportunity for everyone who calls El Paso home. By planning and investing in a sustainable future, we are positioning our community to:

Improve Air Quality and Health
We will prioritize reducing local emissions and expanding our urban tree canopy to help mitigate extreme heat. These steps will improve air quality, reduce respiratory risks, and create more livable, shaded neighborhoods.

Drive Economic Prosperity
Sustainability is also a catalyst for growth. This plan supports the development of green-collar industries, workforce training for high-demand careers including renewable energy, and energy efficiency strategies that can help lower costs for households and local businesses.

Ensure Water and Energy Security
By building on El Paso's legacy of water conservation and working to reduce utility burdens, we will strengthen long-term affordability and resilience.

Implementing this plan will take time, and the City cannot do it alone. Success will require a whole-community, whole-region effort. From large-scale projects to neighborhood-level pilot initiatives, every action contributes to a stronger, more resilient El Paso.

I want to thank the City Council for its leadership and the community members, partners, and stakeholders who helped shape this vision. I invite you to read the plan and join us as we move from planning to action.



Sincerely,
Dionne Mack
City Manager

ENVIRONMENTAL STEWARDSHIP MESSAGE

The City of El Paso, together with the Chihuahuan Desert Climate Collaborative (CDCC) partners, has established a commitment to environmental stewardship. We strive to be a positive force that strengthens the health of the Chihuahuan Desert ecoregion, supports responsible resource use, and guides the management of daily operations and resources.

The CDCC recognizes a shared responsibility to act as a positive force to enhance the local and global environment. The City of El Paso embraces its role, regionally and nationally, as an environmentally, economically, and socially responsible organization and a regional leader. The City is committed to integrating environmental stewardship into everyday operations while continuing to deliver essential services to the greater community across El Paso. The CAP serves as a foundational, living document and practical tool to help ensure a lasting legacy for the future to protect healthy environments valued by the people of El Paso.

This plan emphasizes collaboration and respect for all local governments and identifies structured opportunities for regular consultation and information-sharing. This ensures climate actions affecting our shared land and its people are developed collaboratively and implemented with care and respectfully. To make the most of this document, increased outreach and collaboration between communities is recommended to align initiatives and community needs, address shared climate challenges such as extreme heat, air quality, and flooding, and strengthen regional resilience.

Climate change poses a serious threat to life and natural systems worldwide, including the Chihuahuan Desert and the El Paso region. Greenhouse gases naturally cycle between land, water, and the atmosphere, creating conditions that make life possible. However, human activities have intensified this effect, driving unprecedented warming of the Earth's atmosphere and oceans. That warming sets off interconnected, cascading impacts that place ecosystems and communities at risk.

To help slow this trajectory and restore balance to natural systems, we must begin locally by reducing greenhouse gas (GHG) emissions. At the same time, we must prepare for current and future climate impacts by integrating adaptation into our efforts to build resilient communities. The CAP establishes a regional GHG emissions baseline for El Paso and Hudspeth Counties, describes the impacts of climate change on naturally occurring hazards and community systems, and identifies mitigation and adaptation actions the region can take to reduce risk and limit harm. It is our hope that the actions taken by local leaders today will deliver lasting benefits for future generations of all Chihuahuan Desert residents, of every species.

ACKNOWLEDGEMENTS

The Chihuahuan Desert Climate Collaborative (CDCC) would like to thank the many members of the public who participated in the planning process by contributing their time, ideas, concerns, suggestions and lived experiences. Additionally, the CDCC would like to extend their thanks to all local stakeholders and organizations; business, educational, finance, local, state and federal agencies, neighborhood, environmental, and social justice organizations who offered their contributions of time and expertise. We are grateful to those who assisted in developing a strong and implementable approach to climate action and adaptation.

LIST OF STAKEHOLDERS

Advocacy and Community
- Amanecer People's Project
- Community First Coalition
- Desert Spoon Food Hub
- Eco El Paso
- El Paso Association of Contractors
- El Paso Community Foundation
- El Paso Sierra Club
- Frontera Land Alliance
- GCC Sun City
- HOME (Housing Authority)
- La Semilla
- Los Exes De La Bowie & Friends
- Paso del Norte Foundation
- Peek Counsel
- Project ARRIBA
- Project BRAVO
- Rebuilding Together
- Sembrando Esperanza
- Solar United Neighbors
- Underserved Communities Foundation
- USGBC Texas
- Workforce Solutions Borderplex

Utility
- El Paso Electric
- El Paso Water
- Texas Gas Service

Leadership Steering Committee
- City of El Paso
- City of San Elizario
- City of Socorro
- El Paso County
- El Paso Metropolitan Planning Organization
- Horizon City
- Hudspeth County
- Rio Grande Council of Governments
- Town of Anthony
- Town of Clint
- Village of Vinton
- Ysleta del Sur Pueblo

Academia
- El Paso Community College
- Texas A&M - AgriLife Extension
- Texas Tech University Health Sciences Center El Paso
- University of Texas El Paso
- Western Tech College

Government
- National Laboratory of the Rockies (National Renewable Energy Laboratory)
- Office of Representative Veronica Escobar

Businesses
- Aurum Tech
- Bank of America
- Barracuda Public Relations
- Domus Adobe
- El Paso Chamber
- FirstLight Federal Credit Union
- Greater El Paso Association of Realtors
- Hunt Companies
- JOBE
- Jordan Foster Construction
- Marathon Petroleum
- Schneider Electric
- Sundt Construction
- Tierra Bytes

Public Health
- Emergence Health Network
- Texas A&M Colonias Program - Promotoras de Salud

Consultants
- AECOM
- Barracuda Public Relations
- ICLEI
- LOI Engineers

City of El Paso
- Capital Improvement Department
- Chihuahuan Desert Climate Fellows
- City Design Lab
- City Manager's Office
- City Mayor's Office
- Department of Community and Human Development
- Department of Strategic and Legislative Affairs
- El Paso Zoo and Botanical Gardens
- Environmental Services
- Mayor and City Council
- Museum & Cultural Affairs Department
- Parks and Recreation
- Planning and Inspections
- Streets and Maintenance
- SunMetro

And all other entities not explicitly stated.

PHOTO CREDITS

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GLOSSARY

A/C	Air Conditioning
BAU	Business-as-Usual
CAP	Climate Action Plan
CDCC	Chihuahuan Desert Climate Collaborative
EV	Electric Vehicle
GHG	Greenhouse Gas
ICLEI	Local Governments for Sustainability
LEED	Leadership in Energy and Environmental Design
LIDACs	Low-Income and Disadvantaged Communities
LSC	Leadership Steering Committee
$MTCO_2e$	Metric Tons of Carbon Dioxide Equivalent
TEKS	Texas Essential Knowledge and Skills

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CHAPTER 1

THE EL PASO REGION'S FIRST CLIMATE ACTION PLAN

What this plan is and why it matters

What Is the Climate Action Plan?

The Chihuahuan Desert Climate Action Plan (CAP) is the El Paso region's first coordinated roadmap for addressing climate change. Developed by the City of El Paso in partnership with jurisdictions, organizations, and community leaders across El Paso and Hudspeth Counties, the CAP outlines how the region can reduce greenhouse gas (GHG) emissions and prepare for climate change while improving quality of life. The plan focuses on practical actions that deliver multiple benefits, including cleaner air, lower energy costs, workforce opportunities, climate resilience, and improved public health.

The CAP addresses climate change in two ways: mitigation and adaptation. **Mitigation** focuses on reducing emissions from major contributing emission sectors such as transportation and buildings, while **adaptation** focuses on preparing communities, infrastructure, and natural systems for climate hazards that are already occurring and expected to worsen. Together, these actions help the region respond to climate risks while planning for long-term resilience.



Resident Perspective

> **Roadways are not equipped to tolerate heavy rainfall, causing hazards for drivers.**

Why Does the El Paso Region Need a CAP?

Climate change refers to long-term shifts in temperatures and weather patterns, primarily caused by human activities like burning fossil fuels which produce GHG emissions. These changes increase climate hazards that are felt locally in the El Paso region, including extreme heat, drought, and flash flooding. To improve air quality and avoid the most severe consequences of climate change, GHG emissions must be rapidly reduced.

The El Paso region is already experiencing these impacts, and some communities are affected more than others. Low-Income and Disadvantaged Communities (LIDACs) make up more than 65 percent of El Paso County and all of Hudspeth County.[1] Many residents face challenges such as existing health conditions, high energy bills, and language barriers, which can make it harder to prepare for, respond to, and recover from extreme weather events.

Building climate resilience means reducing exposure to climate hazards, strengthening community capacity, and protecting critical infrastructure and natural systems, especially in the communities facing the greatest risks. Reducing GHGs is equally essential to limiting future climate impacts, improving air quality, and protecting the health and wellbeing of residents over the long term.

To help guide emissions reduction efforts, the region developed a GHG inventory that shows where emissions are coming from. The inventory illustrates that most emissions come from transportation, at 48 percent, and buildings and facilities, at 44 percent. These sectors present key opportunities to reduce pollution while also delivering near-term benefits such as cleaner air, lower energy costs, and improved public health.

Many of the actions needed to reduce GHG emissions are within the control of local governments. A CAP helps identify and prioritize these locally driven actions, enabling communities to accelerate the adoption of policies, programs, and projects that also improve quality of life, public health, and economic outcomes. While existing trends such as cleaner electricity and increased electric vehicle adoption are expected to reduce emissions over time, these changes alone are not enough to address the scale and urgency of the climate challenge.

[1] Council on Environmental Quality. (2024). Climate and Economic Justice Screening Tool (Version 2.0). https://screening-tools.com/climate-economic-justice-screening-tool

The CAP establishes clear GHG reduction targets to accelerate progress and track collective action, including an ambitious, science-aligned goal of reaching net-zero emissions by 2050 and a locally informed target that reflects what can be achieved through full implementation of CAP actions.

In addition to reducing emissions, the CAP focuses on preparing the region for climate hazards that are already occurring. The plan includes a climate vulnerability assessment that identifies communities, systems, and places most at risk and helps prioritize adaptation actions that protect public health, strengthen critical infrastructure, conserve water resources, and reduce future climate risks.

Who Helped Shape the CAP?

The CAP was developed through extensive regional collaboration and community engagement. The City worked closely with a wide range of partners to gather input, reflect local priorities, and align actions across the region, including:

Chihuahuan Desert Climate Collaborative (CDCC)
Regional partners coordinating climate planning efforts across jurisdictions

Leadership Steering Committee (LSC)
Local leaders providing guidance, oversight, and strategic direction

Climate Fellows
Community-based fellows supporting outreach, research, and engagement activities

Promotoras
Trusted community health workers engaging residents in culturally responsive ways

Local organizations
Community-based and nonprofit partners providing on-the-ground insight and lived experience

This effort reached more than 3,800 residents through bilingual meetings, surveys, and community events. Public review of the draft CAP generated hundreds of comments and letters of support, helping ensure the plan reflects local priorities and lived experiences. Engagement will continue during CAP implementation, with ongoing opportunities for public involvement and coordination with regional partners, including collaborators in New Mexico and Mexico.

Climate Action with Local Benefits

The CAP includes 10 climate measures supported by 53 actions that address the region's emissions sources and climate hazards. A measure is a broad strategy that addresses an emissions source or climate hazard within the El Paso region, aligns with regional goals, and is important to the community. Actions are specific policies, programs, or projects that support one of the 10 measures. Each action was evaluated for feasibility, cost, emissions reductions, equity impacts, and community co-benefits.

For residents, implementing these actions means cleaner air, safer and cooler neighborhoods, lower energy and transportation costs, and new job opportunities in the growing clean energy and resilience sectors. Actions to reduce GHG emissions can also reduce other co-pollutants, which directly impact public health in the region.

Implementation will rely on sustained coordination, diverse funding sources, and an equity investment framework that prioritizes benefits in LIDACs. Through this plan, the El Paso region is committing to practical, equitable, and community-driven climate action that improves daily life today while preparing for a more resilient future.

The El Paso region's air quality is inextricably linked to our neighboring communities in Mexico and New Mexico, particularly regarding international ports of entry and freight movement. Because many emission sources are outside the control of El Paso or other regional Texas local governments, sustained international collaboration is necessary to improve air quality and health outcomes. By strengthening coordination with Mexican and New Mexican partners, the region will better address the cross-border pollution that contributes to poor air quality.

27
Fellows Upskilled through CAP Development

10
Climate Measures

3,800+
Residents Reached

53
Climate Actions

CHAPTER 2

CURRENT LOCAL CLIMATE HAZARDS

How climate change is affecting our communities and businesses

The El Paso region is facing increasing threats from climate change hazards, including severe flooding in 2021, significant drought conditions that intensified during 2021 and 2022, and record-breaking heat waves in 2023. While heavy rain and prolonged drought may seem contradictory, both are symptoms of a changing climate that is increasing variability, bringing longer dry periods punctuated by more intense storm events. These climate hazards disproportionately impact low-income and socially vulnerable communities, who may have lower capacity to respond to and recover from unexpected shocks.

Climate vulnerability describes the degree to which physical, socioeconomic, and natural systems are susceptible to the impacts of climate change. The CAP identifies specific infrastructure assets and communities that are most vulnerable to climate hazards, including flooding, extreme heat, drought, and wildfire.



Resident Perspective

> **I would like to learn how I can take small everyday steps that can make a big impact when it comes to climate change.**

Extreme Heat

Extreme heat will be a major challenge for El Paso, especially for public health and infrastructure. Extreme heat can threaten the safety and health of residents, damage the economy, and increase wear and tear on infrastructure.

What This Means for Our Community

- Extreme heat can lead to serious health impacts like heat stroke, which can be fatal. This is especially dangerous for people who are already sick, the elderly, pregnant people, babies and toddlers, people who don't have access to air conditioning, and people who work outside or in hot places. People who are low-income or primarily use public transportation are also at greater risk.
- Extreme heat can also reduce quality of life, as it reduces outdoor recreation, exercise, and travel. Businesses may see reduced foot traffic, and agricultural yields may be impacted.
- Region-wide extreme heat can lead to power outages and rolling blackouts. Loss of power can disrupt air conditioning, leading to dangerous indoor temperatures, especially for the elderly. Hospitals may have to switch to backup generators, potentially risking patient care. An extended power outage may lead to the evacuation of critically ill patients.
- Extreme heat can cause potholes or cracks in roadways, requiring repairs. Roadway damage can disrupt travel, including freight and emergency services.
- Extreme heat can bend or buckle railway tracks, which can cause trains to slow down or derail.
- Heat impacts women's health, can also impact pregnant women

Heavy Rain and Flooding

Flooding, particularly flash flooding, has posed a serious threat to El Paso communities, buildings, roads, and other infrastructure. Flooding can disrupt travel, hurt the economy, and affect resident safety and public health.

What This Means for Our Community

- If roads, bridges, or ports of entry are flooded, people and goods can't easily move around. This can be a serious risk for El Paso, including for emergency services like ambulances and fire trucks.
- Interrupted international trade via the ports of entry could affect the local and regional economy.
- Flooding could potentially affect medical facilities and recreation centers, causing interruptions in operations and services to the community.

Drought

Extreme heat and drought can reduce regional water availability, affecting how water systems operate across the region. El Paso Water is working to obtain water from many different sources to address this potential risk.

What This Means for Our Community

- Swamp (or evaporative) coolers rely on water for cooling. If water availability is limited because of drought, and combined with higher temperatures, then evaporative coolers may not cool as effectively.
- Drought can increase the amount of dust in the air, reducing air quality and negatively impacting health.
- Drought can affect local industries that rely on water, reducing incomes, particularly for communities that rely on agriculture for their livelihoods.

OVER THE COMING DECADES...

17 → 96

Days of Extreme Heat

The El Paso region could experience almost three additional months of extremely hot days each year. In the past, there were about 17 days over 100°F annually. In the future, that number could rise to as many as 96 days per year, more than five times as many.

OVER THE COMING DECADES...

5 → 8

Days of Extreme Rain

More days with extreme rainfall can increase flood risk. Today, the El Paso region experiences about five days of extremely heavy rain each year. By the end of the century, that number could increase to eight days, a 60 percent increase.

OVER THE COMING DECADES...

50 → 63

Days with no Significant Rainfall

Droughts could become more common, with longer periods without rain. In the past, the El Paso region experienced about 50 consecutive days each year without significant rainfall. By the end of the century, that number could increase to 63 days, a 26 percent increase.

Wildfire

Wildfires can threaten public safety, damage buildings and infrastructure, and worsen air quality. While wildfires are not common in El Paso, neighboring areas such as Hudspeth County are more susceptible to wildfire risk. The risk of wildfire is greater in and around the Franklin Mountains due to higher wind speeds and dense vegetation.

What This Means for Our Community

- Wildfires can severely damage roads, necessitating closures for repairs. Debris from wildfires can also block roads. Blocked or closed roads can be a major risk because people and emergency services may not be able to travel where they need to.
- Schools, medical facilities, and other community spaces around the Franklin Mountains can be damaged or destroyed by wildfires.
- Wildfire smoke is highly dangerous and can result in smoke impacts for the broader region.

OVER THE COMING DECADES...

73 → 95

Days at Risk of Wildfire

The number of days with high wildfire risk in the El Paso region could increase by 29 percent. In the past, there were about 73 high-risk days each year. In the future, that number could rise to around 95 days, meaning more days when wildfires are more likely to start.



Dust storms in the El Paso region have historically caused air quality challenges in addition to limiting visibility.

Intense drought and record-breaking extreme heat in 2023 and 2024 have led to a significant increase in dust storms over the last few years. Dust storms have wide-reaching economic effects, including disrupting road transport, reducing electricity generation at solar farms, and interfering with manufacturing facilities.

While dust storms and strong winds are common in El Paso, they are highly localized events that are often worsened by drought conditions that loosen dry soils. Dust and wind storms are not climate hazards that can be modeled on their own. However, drought can be modeled, and this CAP captures drought-related data.

CHAPTER 3

WAYS THE CAP CAN HELP

How coordinated action can reduce risks and improve quality of life

Create pathways to green jobs.
The CAP supports workforce training and local investment in clean energy, construction, transportation, and climate adaptation. These efforts help prepare residents for good-paying jobs, support local businesses, and build skills that are needed now and in the future.

Resident Perspective

> **As the economy and dust storms worsen, I worry about the health impacts on the community, especially for those who have to walk to work, work outside, have poor insulation, or are struggling with homelessness. Cleaner air and easily accessible shade should be a huge priority.**

Lower utility bills and transportation costs.
By improving energy efficiency, expanding clean energy, and increasing access to affordable transportation options, the CAP helps households save money on energy bills and transportation. These actions reduce everyday costs while making homes and travel more reliable and resilient.

Add more open spaces and vegetation and protect the desert and the ecosystem.
The CAP supports expanding green spaces, increasing native and desert adapted tree canopies, and protecting natural areas that help cool neighborhoods and manage flooding. These actions preserve the region's unique desert environment while creating healthier, more enjoyable places to live, work, and gather.

Improve air quality for all.
By reducing pollution from cars, trucks, buildings, and industries, the CAP improves air quality across the region. Cleaner air helps lower the risk of asthma, heart disease, and other health impacts, especially in communities most affected by pollution.

In addition, the CAP evaluates how proposed actions may benefit or negatively impact LIDACs. For each measure, the plan identifies key benefits, potential disbenefits, and strategies to reduce or avoid unintended harm.

Public health and quality-of-life benefits are expected across all actions.

Upfront cost and displacement risks are the most common disbenefits, especially related to building upgrades, transportation investments, and neighborhood improvements.

Most disbenefits are avoidable through targeted programs, phased implementation, renter protection, and community-led decision-making.

Workforce development can benefit all communities but requires intentional training and access strategies to reach LIDAC residents.

Equity-focused implementation is critical to directing benefits to communities with the highest climate and pollution burdens.

Overall, the CAP prioritizes public health, affordability, workforce opportunities, and resilience, while emphasizing equity-focused implementation. These are summarized in **Table 1** on the next page.

Table 1 Community Benefits and Equity Considerations When Implementing the CAP

Focus Area	Key Benefits for LIDACs	Potential Disbenefits	Equity-Focused Strategies
Health and Air Quality	Cleaner indoor and outdoor air Reduced exposure to traffic and industrial pollution Lower heat-related illness risk	Temporary exposure during construction or infrastructure upgrades	Targeted pollution reduction in high-burden areas Early community engagement Expanded air quality monitoring
Energy and Utilities	Lower long-term energy bills Improved indoor comfort Resilient power for critical facilities	High upfront electrification costs Cost shifts to renters	Subsidies and incentives Phased requirements Community solar programs Renter protections
Housing Affordability	More efficient and comfortable homes Neighborhood improvements	Increased rents and property values Risk of displacement	Prioritize affordable housing Anti-displacement measures Equitable investment frameworks
Transportation and Mobility	Reduced vehicle pollution Better access to transit and active transportation Lower transportation costs	High electric vehicle (EV) costs Unequal access to charging Infrastructure impacts	Public EV charging in LIDACs Used-EV incentives Community input on project siting
Water and Flood Resilience	Reduced flood risk Improved water quality Increased access to potable water	Short-term utility cost increases Displacement from buyouts	Water bill assistance Equitable buyout programs with relocation support
Green Space and Ecosystems	Cooler neighborhoods Improved physical and mental health Flood mitigation	Maintenance needs Potential gentrification	Planting native vegetation Proper drainage design Long-term maintenance funding
Workforce Development	Job creation in clean energy, construction, water, and green infrastructure sectors	Job displacement in fossil fuel sectors Training gaps	Local training programs Partnerships with schools and community organizations

CHAPTER 4

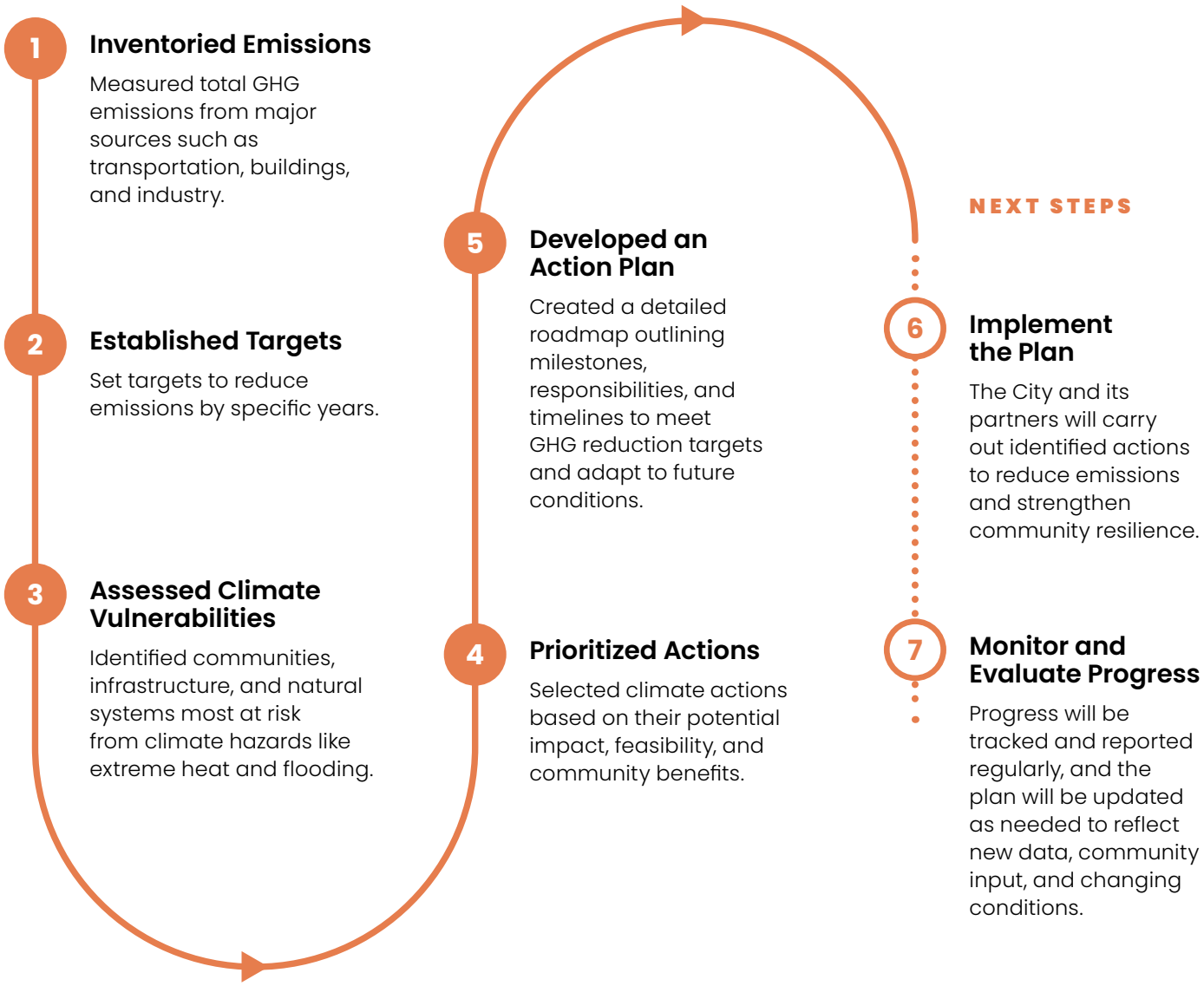
A COMMUNITY-INFORMED PLANNING PROCESS

How this plan was developed—together

Steps Used to Develop the CAP

The CAP was developed through a structured, data-driven, and community-informed process. These steps helped align the plan with local priorities while addressing climate risks and reducing GHG emissions.

Figure 1 CAP Development Process



How community voices and regional leadership shaped the CAP

Intergovernmental and Interagency Coordination

Creating the CAP required significant coordination and input from all regional stakeholders to integrate CAP development with other planning efforts and to build an effective coalition for implementation. In April 2024, the CDCC—a regional partnership focused on advancing climate action and resilience in the region—was established. The CDCC brought together local governments, tribal nations, regional agencies, educational institutions, and community-based organizations to advance cross-sector coordination.

As part of the CDCC, the City convened the LSC to align outcomes of the CAP with regional goals. The LSC is a senior-level advisory group with representatives from multiple public entities including:

- City of El Paso
- City of San Elizario
- City of Socorro
- El Paso County
- El Paso Metropolitan Planning Organization
- Horizon City
- Hudspeth County
- Rio Grande Council of Governments
- Town of Anthony
- Town of Clint
- Village of Vinton
- Ysleta del Sur Pueblo

The LSC met throughout CAP development to review proposed measures and actions, prioritize actions, and exchange updates on ongoing programs and initiatives.



Community Engagement

Engagement Objectives and Structure

Community engagement for the CAP was structured around five touchpoints or engagement series. Each series included two community meetings with an informational video and a survey to broaden access and participation. The engagement process was designed to educate, gather input, and collaborate with residents to shape the CAP. As part of each engagement series, Climate Fellows facilitated small groups' "Meeting-in-a-Box" sessions to engage residents in familiar settings. This approach supported inclusive participation by bringing the planning process directly to where people live.

Outcomes

Over the course of a year, more than 3,800 unique community contributions were gathered to inform the CAP, as summarized in **Figure 2**. During the 6-week-long public comment period, approximately 220 readers reviewed the draft CAP and submitted nearly 415 comments. In addition, during public workshops and popup events, the team collected more than 350 letters of support for the CAP.

Tailored Survey for Fellow- and Promotora-Led Engagement **1,226**

Total **541**

2,605

Community Meeting Attendees

Survey Responses

Figure 2 Engagement Series Summary

Summer 2024

Introduced the CAP, shared project goals and milestones, and provided an opportunity to meet the planning team. This series focused on building awareness and excitement at the project's launch.

97

550

Fall 2024

Shared results from the region's GHG inventory and discussed how climate hazards impact communities. Community members were invited to share their lived experiences and local knowledge.

124

193

Early 2025

Presented a set of draft climate measures and actions and gathered input to help prioritize those most relevant to the region's needs.

139

322

Spring 2025

Focused on understanding community benefits most important to residents.

102

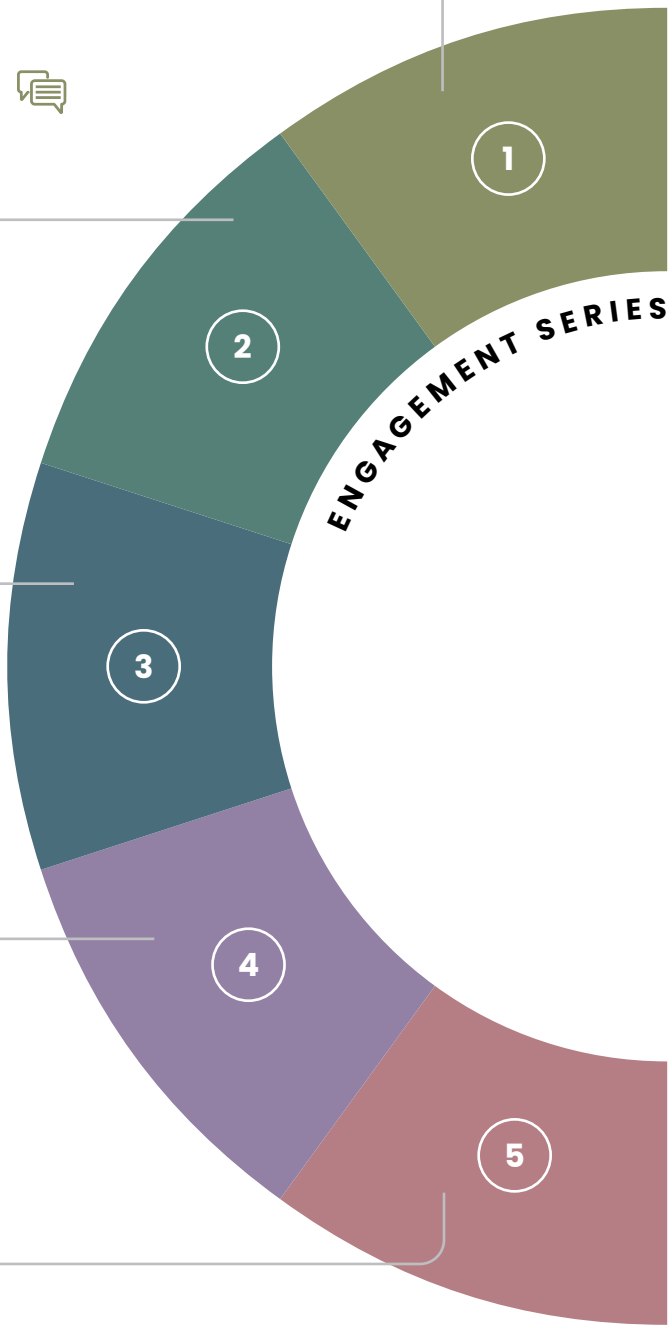
285

Summer 2025

Reviewed the draft CAP and gathered feedback on the actions, including identifying responsible parties, developing implementation timelines, and highlighting community benefits.

79

29



Climate Action Summits

The City convened three Climate Action Summits to engage local businesses, nonprofit organizations, academic institutions, and other key partners. The events were designed to identify resource needs and opportunities to support CAP implementation through cross-sector partnerships.

SUMMIT #1

February 26, 2025

Attended by more than 85 participants, the first Summit provided a space for attendees to share current sustainability efforts, highlight successful environmental programs, and identify challenges to implementing green practices.

SUMMIT #2

May 7, 2025

The second Summit convened over 65 partners to review draft measures, public engagement findings, and case studies from regional climate initiatives. Participants engaged in a series of focus groups.

SUMMIT #3

August 13, 2025

The third and final Climate Action Summit brought together over 55 participants to officially launch the draft CAP for public review and request stakeholder feedback.







Promotora Engagement

Promotoras, trained community health workers and trusted messengers in Spanish-speaking and underserved neighborhoods, played a key role in shaping the CAP. In partnership with the Texas A&M Colonias Program, promotoras and CDCC Climate Fellows conducted targeted, culturally responsive outreach in informal community settings across the region. This effort gathered 1,225 survey responses across 62 ZIP codes. These responses highlighted affordability as a primary concern, particularly with regard to high energy and water bills. Other concerns included unsafe indoor temperatures and limited access to air conditioning, weatherization, and green space. Transportation barriers were also a common concern, with most respondents reporting limited transit access and unsafe walking and biking conditions.

These findings directly informed CAP actions that would expand energy efficiency and weatherization programs, increase shade and green infrastructure, improve drainage in flood-prone areas, and strengthen public transit and active transportation options. If implemented with equity considerations as a priority, CAP actions can lower household costs, improve health and comfort, and strengthen resilience in the region's most vulnerable communities.





Continued Community Engagement

Following CAP adoption, the City and its partners remain committed to ongoing community engagement to guide implementation. Community members, businesses, and organizations will continue to play a vital role in advancing climate solutions through participation in grant-funded projects, program design, and policy feedback.

Understanding Climate Actions

To understand the measures that El Paso's collaboration efforts produced to address climate change, it's important to know where GHGs come from. The sections below explain GHG sources and how to read the CAP tables describing measures to reduce them.

CDCC Climate Fellowship

The City established the CDCC Climate Fellowship to build local capacity for climate leadership by engaging emerging professionals from across the region. To date, 27 Fellows have joined the program. The fellowship offers participants meaningful career-building opportunities in the field of climate action. Fellows contribute directly to the development and implementation of the CAP while gaining hands-on experience in community engagement, sustainability education, and climate-related outreach.

Testimonials from Fellows

> The fellowship helped me walk into spaces I once felt intimidated by and developed a strong sense of confidence. The mentorship didn't just support me, it affirmed my voice and the work I feel called to do. It genuinely shifted how I understand my leadership and the impact I want to continue make in my community.

Rebecca Torres



> The past two years of the fellowship have brought me a lot of personal and professional growth. It has allowed me to wear many hats, teammate, community member, project manager, and more. Every phase of the fellowship has been a valuable experience.

Aranxa A. Valencia



> Having the opportunity to be part of the Climate Fellows has provided a lot of valuable insights that I will continue to carry forward. I strengthened various skills including communication, organization and networking. Lastly, I learned more about the ongoing climate impacts, and the government's process to address them.

Hannah Jones



> My experience as a Climate Fellow has been both diverse and deeply rewarding, serving as a meaningful learning opportunity. Through collaboration with stakeholders and nonprofit organizations, I have contributed to efforts that support and guide our community toward a more sustainable and environmentally protected future. This experience not only increased my awareness of the urgent challenges and existing gaps in climate action but also equipped me with new knowledge and tools to effectively communicate these issues to the community.

David Sanchez



Fellows Capstone Projects

Fellows co-created capstone projects with local partners to implement hands-on climate action that reflects community priorities.

Garden-in-a-Box

A modular, low-water garden kit designed to improve food access and environmental education. The project promotes sustainable, space-efficient gardening and supports community workshops to encourage long-term, neighborhood-level resilience.

Air Quality Monitors

A partnership with Texas Tech University Health Sciences Center El Paso to deploy and evaluate air monitors focused on ground-level ozone. The project supports community-based monitoring to improve public health outcomes and inform future air quality policy.

Education

Development of four Texas Essential Knowledge and Skills (TEKS) aligned, place-based lesson plans on native Chihuahuan Desert species. TEKS are the state's required learning standards. Created with the Chihuahuan Desert Education Coalition, the materials provide accessible, ready-to-use resources for educators and will be piloted with local schools.

Eastside Clean-Up

A series of six clean-up events at Eastside Regional Park, led with the City of El Paso and 915 Desert Rescue. By returning to the same site, the project reduced litter and illegal dumping while building long-term community stewardship and partnerships.

Northeast Clean-Up

Three community clean-ups conducted with Frontera Land Alliance to restore high-use outdoor areas. The project combined land stewardship with community engagement, improved coordination through clear communication, and highlighted best practices for accessible, collaborative environmental projects.









CHAPTER 5

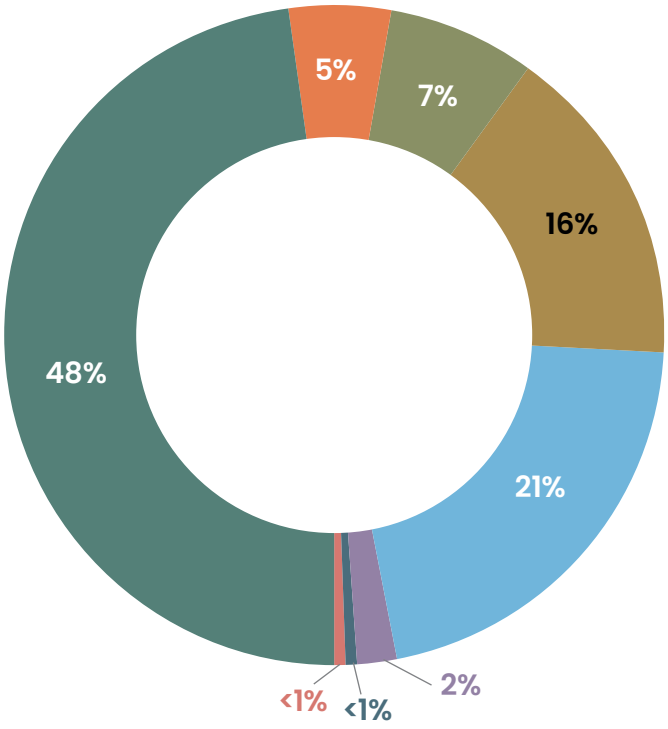
GREENHOUSE GAS EMISSIONS SOURCES IN THE REGION

Where GHG emissions are coming from and what are the reduction targets

The El Paso region developed a comprehensive GHG inventory using 2019 as the baseline year to reflect pre-COVID, business-as-usual conditions. In 2019, the region generated approximately 7.6 million metric tons of carbon dioxide equivalent ($MTCO_2e$)[2] in gross emissions[3] (**Figure 3**), with natural ecosystems and urban trees offsetting about 2 percent through carbon sequestration. Transportation and building energy use (including commercial, residential, and industrial energy use) are the largest sources of emissions, together accounting for more than 90 percent of total emissions.

The CAP establishes two types of GHG reduction targets to reflect both global climate science and local decision-making authority. The first type is the **ambitious target**, which aligns with scientific best practices and calls for a 50 percent reduction in emissions below 2019 levels by 2030 and net-zero emissions by 2050. This target reflects the level of emissions reduction needed globally to limit the most severe impacts of climate change.

Figure 3 2019 GHG Emissions by Sector



At the same time, many major emissions sources in the El Paso region are partly or fully outside the control of local governments. These include private vehicle purchasing decisions, industrial and commercial energy use, freight movement, electricity generation, and operations at international ports of entry, which are influenced by federal agencies and the City of Juárez. Because local governments do not regulate many of these systems, achieving net-zero emissions cannot be accomplished through local action alone.

[2] Carbon dioxide equivalent (CO_2e) is a standard unit used to compare different greenhouse gases based on how much heat they trap in the atmosphere, expressed as the amount of carbon dioxide that would have the same warming effect.

[3] Gross emissions refer to the total amount of greenhouse gases released before accounting for carbon removed from the atmosphere by natural systems such as trees, soils, or other carbon sinks.

To address this, the CAP establishes a localized reduction target based on a bottom-up analysis of the emissions reductions achievable through full implementation of the CAP's actions. This second type of target calls for a 24 percent reduction in emissions by 2030 and a 71 percent reduction by 2050. The localized target represents what the region can realistically achieve within its authority, while still making substantial progress toward long-term climate goals.

Together, these two targets provide a balanced framework for climate action. The ambitious target sets a long-term vision aligned with climate science, while the localized target establishes achievable milestones that reflect local authority and capacity. Closing the gap between the two will require sustained collaboration and additional action from regional, state, federal, and international partners. **Figure 4** displays the region's business-as-usual emissions if no further local action is taken, the localized target emissions trajectory, and the ambitious target emissions trajectory.

Figure 4 GHG Reduction Targets Projected Emissions





CHAPTER 6

KEY MEASURES AND ACTIONS

What are the actions in the Climate Action Plan

The CAP includes **10 climate measures** and **53 actions** that support each measure.

- A **measure** is a broad strategy that addresses an emissions source or climate hazard within the El Paso region, aligns with regional goals, and is important to the community.
- **Actions** are specific policies, programs, or projects that support one of the 10 measures.

The actions selected reflect the regional landscape as of the end of 2025. Future regional infrastructure projects (e.g., I-10 expansion, ports of entry renovations, and data centers) will most likely impact regional emissions and projections, affecting GHG and co-pollutant reductions. Air quality considerations will be key for any future regional infrastructure project in order to achieve the desired GHG reduction.

Of the total actions identified, 39 focus on mitigation and 14 on adaptation, and the visual highlights the number of actions that deliver each type of community benefit.

BENEFITS

Primary

39 Mitigation

14 Adaptation

Community

29 Public Health and Wellbeing

25 Economic Prosperity

8 Environmental Stewardship

16 Community Building

16 Resource Conservation

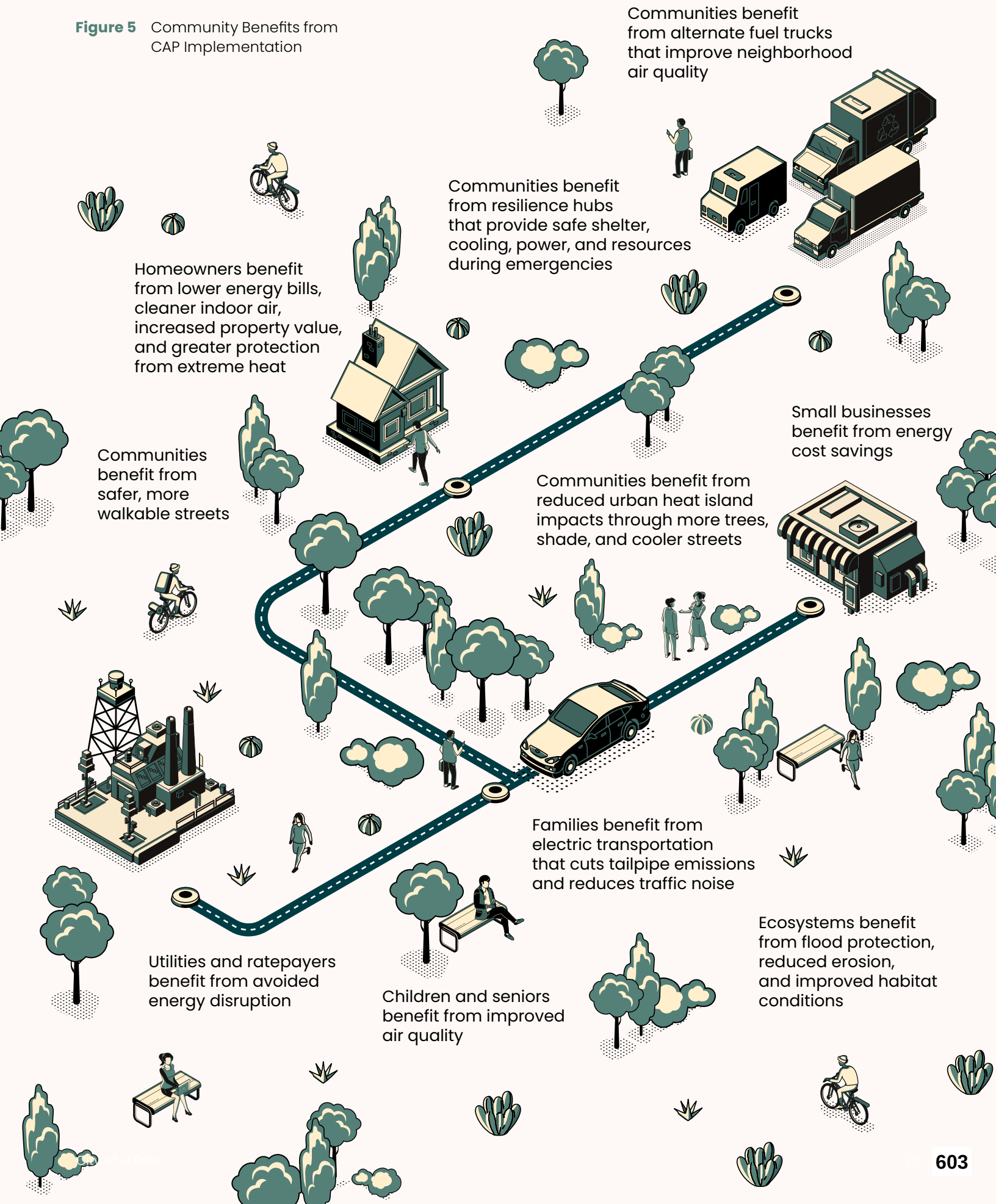
18 Savings to Residents & Businesses

10 MEASURES

53 NO. OF ACTIONS

MEASURE 1	Increase Energy Efficiency and Decarbonize Buildings	6
MEASURE 2	Support the Low- and Zero-Emission Vehicle Transition	6
MEASURE 3	Install Renewable Energy Systems	5
MEASURE 4	Promote Sustainable Food Systems and Waste Management Practices	6
MEASURE 5	Promote Walking, Biking, and Riding Transit	8
MEASURE 6	Monitor and Improve Air Quality	5
MEASURE 7	Implement and Oversee Climate Actions	3
MEASURE 8	Cool Communities, Protect Health, and Increase Native Ecosystems	7
MEASURE 9	Build Drought Resilience and Conserve Water	4
MEASURE 10	Reduce Flood Risk	3

Figure 5 Community Benefits from CAP Implementation



How to read a CAP Table

The following section organizes CAP actions by measure. Each CAP action overview and table provides further details on the action, such as GHG reduction potential, cost information, and community benefits. **Table 2** is an example of how to read a CAP action overview and table.

Table 2 CAP Action Overview & Explainer

GHG EMISSION REDUCTIONS

The annual amount of GHG emissions reduced by 2050

LOW	1 – 9,999 $MTCO_2e/yr$
MED	10,000 – 99,999 $MTCO_2e/yr$
HIGH	100,000+ $MTCO_2e/yr$
NA	No associated reductions
NM	"Not Modeled" means potential reductions were not estimated
+M#	e.g. "+M7" means "Included in Action M7", which means that reductions were bundled together with other actions

COST INFORMATION

Estimated implementation costs, such as capital expenditures, programmatic costs, and life cycle costs. The cost bands are defined as follows:

**$**$$	$1 – $250,000
**$$**$	$250,000 – $5,000,000
$$$	$5,000,000+

Where costs were not calculated, they are marked as N/A.

These categories are intended for illustrative and comparative purposes only and do not represent a detailed financial assessment or cost ranking.

IMPLEMENTATION TIMELINE

How long it will take to implement the action

●○○	**Near-Term** 0 – 3 yrs
●●○	**Medium-Term** 4 – 7 yrs
●●●	**Long-Term** 7+ yrs

PRIMARY BENEFITS

Mitigation
Assessed for adaptation actions that also reduce GHG emissions.

Adaptation
Assessed for mitigation actions that also help communities prepare for or reduce exposure to climate hazards.

COMMUNITY BENEFITS

List of community benefits that the action provides. Can include:

Public Health and Wellbeing
Impact on public health and wellbeing due to improved air quality (indoor and outdoor) and water quality, increased physical activity, decreased time spent commuting or traveling, decreased noise pollution, etc.

Environmental Stewardship
Impact on the conservation, creation, or regeneration of natural environments and/or green spaces

Resource Conservation
Impact on natural resources, such as raw materials, water, and energy feedstocks

Economic Prosperity
Impact on the employment rate, total number of jobs, physical access to jobs, opportunities for workforce development, revenue for businesses, income, and/or social mobility

Savings to Residents and Businesses
Impact on savings to people and businesses (energy costs, travel costs, equipment costs, rent or housing costs, food costs, medical expenses, maintenance costs, etc.)

Community Building
Impact on community interactions and social cohesion and connections (e.g., promoting interactions)

Co-Pollutant Reduction
Co-pollutants include hazardous air pollutants and criteria air pollutants. Reducing co-pollutants means the action reduces harmful air pollutants that are released alongside GHGs, improving local air quality and protecting public health.

MEASURE 1

Increase Energy Efficiency and Decarbonize Buildings

Increasing energy efficiency in buildings, facilities, and infrastructure while also transitioning fossil fuel equipment to electric options can help reduce GHG emissions from buildings and facilities.

M1 Enhance or create a community-wide building energy efficiency and electrification rebate program

HIGH	$$$	●○○
Reduction	Cost	Timeline

BENEFITS

Primary	Community
Mitigation & Adaptation	

M2 Develop a building energy performance standard for commercial buildings

HIGH	$$$	●●○
Reduction	Cost	Timeline

BENEFITS

Primary	Community
Mitigation	

M3 Partner with industries to reduce emissions related to industrial activities

MED	$$$	●●○
Reduction	Cost	Timeline

BENEFITS

Primary	Community
Mitigation	

M4 Enhance or develop a weatherization program

MED	$$$	●○○
Reduction	Cost	Timeline

BENEFITS

Primary	Community
Mitigation & Adaptation	

M5 Increase energy efficiency in public buildings

LOW	$$$	●○○
Reduction	Cost	Timeline

BENEFITS

Primary	Community
Mitigation	

M6 Develop a data center policy that incorporates environmental, community, and economic development considerations

NM	$$$	●○○
Reduction	Cost	Timeline

BENEFITS

Primary	Community
Mitigation	

MEASURE 2

Support the Low- and Zero-Emission Vehicle Transition

Switching gasoline- or diesel fuel-powered vehicles to zero- or low-emission options when they are retired will reduce vehicle-related GHG emissions. In the near-term, measure implementation will focus on larger public and private fleets, beginning with light-duty vehicles.

M7 Develop and implement EV charging policies for new buildings

HIGH	$$$	●●●
Reduction	Cost	Timeline

BENEFITS

Primary	Community
Mitigation	

M8 Organize low- and zero-emission and hybrid vehicle ride-and-drive events for community members

+M7	$$$	●●●
Reduction	Cost	Timeline

BENEFITS

Primary	Community
Mitigation	

M9 Transition municipal fleets to Low- and Zero-Emission Vehicles

+M7	$$$	●●●
Reduction	Cost	Timeline

BENEFITS

Primary	Community
Mitigation	

M10 Install public EV charging stations

+M7	$$$	●●●
Reduction	Cost	Timeline

BENEFITS

Primary	Community
Mitigation	

M11 Develop alternative fuel hubs for buses and heavy-duty fleet vehicles

LOW	$$$	●●●
Reduction	Cost	Timeline

BENEFITS

Primary	Community
Mitigation	

M12 Develop alternative fuel freight corridors

+M11	$$$	●●●
Reduction	Cost	Timeline

BENEFITS

Primary	Community
Mitigation	

- Public Health and Wellbeing
- Environmental Stewardship
- Resource Conservation
- Economic Prosperity
- Savings to Residents and Businesses
- Community Building
- Co-Pollutant Reduction

MEASURE 3

Install Renewable Energy Systems

Using renewable energy instead of fossil fuels to generate electricity can greatly decrease the emissions associated with electricity use. Electric utilities can integrate large-scale renewable energy sources into the electric grid, or residents, businesses, and local governments can install solar, wind, or other renewable energy systems locally.

M13 Partner with utilities and startups to increase geothermal energy use

HIGH	$$$	●●●
Reduction	Cost	Timeline

BENEFITS

Primary	Community
Mitigation & Adaptation	

M14 Procure renewable energy through utility contracts or subscriptions to meet electricity demand

MED	$$$	●●●
Reduction	Cost	Timeline

BENEFITS

Primary	Community
Mitigation	

M15 Implement solar-ready policies for new buildings

MED	$$$	●●●
Reduction	Cost	Timeline

BENEFITS

Primary	Community
Mitigation & Adaptation	

M16 Incentivize battery storage installations

+M15	$$$	●●●
Reduction	Cost	Timeline

BENEFITS

Primary	Community
Mitigation & Adaptation	

M17 Install solar panels on public buildings and public land as alternative energy sources and as shade structures

LOW	$$$	●●●
Reduction	Cost	Timeline

BENEFITS

Primary	Community
Mitigation & Adaptation	

- Public Health and Wellbeing
- Economic Prosperity
- Community Building
- Environmental Stewardship
- Savings to Residents and Businesses
- Co-Pollutant Reduction
- Resource Conservation

MEASURE 4

Promote Sustainable Food Systems and Waste Management Practices

Local, sustainable, and self-sufficient food production and distribution systems can reduce GHG emissions from agricultural practices, landfilling food waste, and food transportation. Sustainable food systems can create local, high-quality jobs, reduce grocery costs, increase access to healthy food, improve food and water use resiliency, enhance community connectivity, and reduce food waste sent to landfills.

Landfills and wastewater treatment plants produce GHG emissions through the decomposition of organic matter. Waste emissions can be decreased by reducing the total amount of waste thrown away, diverting waste from landfills to compost or recycling facilities, or capturing and using the biogas generated as an energy source. This measure not only reduces GHGs from landfills, wastewater treatment plants, and waste transportation systems, but also increases local jobs and reduces waste disposal costs, landfill odors, and the need for raw matewrials by providing recycled materials and composting ingredients.







Resident Perspective

> **Expand opportunities to teach the community how to landscape with the local environment in mind. Encouraging is great, incentives are better. Teaching and offering consultation would go much further.**

M18 Improve recycling practices

LOW	$$$	●●●
Reduction	Cost	Timeline

BENEFITS

Primary	Community
Mitigation	

M19 Implement community-wide composting for food and yard waste

LOW	$$$	●●●
Reduction	Cost	Timeline

BENEFITS

Primary	Community
Mitigation	

M20 Develop a construction and demolition waste diversion ordinance and explore establishing reuse/ recycling facilities

LOW	$$$	●●●
Reduction	Cost	Timeline

BENEFITS

Primary	Community
Mitigation	

M21 Capture and upgrade biogas to use as an energy source

NM	$$$	●●●
Reduction	Cost	Timeline

BENEFITS

Primary	Community
Mitigation	

M22 Use water-based growing systems, such as hydroponics and aquaponics agriculture

NM	$$$	●●●
Reduction	Cost	Timeline

BENEFITS

Primary	Community
Mitigation & Adaptation	

M23 Develop local food hubs

NM	$$$	●●●
Reduction	Cost	Timeline

BENEFITS

Primary	Community
Mitigation & Adaptation	



MEASURE 5

Promote Walking, Biking, and Riding Transit

Active transportation and public transit options reduce transportation-related GHG emissions by helping residents, workers, and visitors reduce their use of passenger vehicles. Improvements such as new sidewalks and bike lanes, expanded bus routes, and added transit stops can make active transportation or transit a more attractive choice. Sustainable land use planning can also promote urban development that concentrates jobs, housing, services, and amenities around efficient transportation systems. Promoting alternative transportation options can also reduce air and noise pollution from passenger vehicles, improve public health and wellbeing by promoting active lifestyles, decrease fuel and maintenance costs, enhance economic prosperity and mobility, and improve community connectivity.

Resident Perspective

> **We should focus on moving away from infrastructure that caters to cars. We can lower emissions if we give the public options for different modes of transportation. Let's focus on creating an actual safe space for cyclists, pedestrians, maybe an efficient, actually useful light rail system, rather than expanding the highway needlessly.**

M24 Implement Complete Streets conversion projects to improve walking, biking, and public transit use

LOW	$$$	●●○
Reduction	Cost	Timeline

BENEFITS

Primary	Community
Mitigation	

M25 Expand existing micromobility systems for bikes and scooters

+M24	$$$	●○○
Reduction	Cost	Timeline

BENEFITS

Primary	Community
Mitigation	





M26 Explore options to provide free public transit

+M24	$$$	●●●
Reduction	Cost	Timeline

BENEFITS

Primary	Community
Mitigation	

M27 Build transit-oriented developments to increase access to public transit

LOW	$$$	●●●
Reduction	Cost	Timeline

BENEFITS

Primary	Community
Mitigation & Adaptation	

M28 Expand micro-transit projects like small shuttles to help people get from home to transit stops

+M27	$$$	●●●
Reduction	Cost	Timeline

BENEFITS

Primary	Community
Mitigation	

M29 Implement car-free hours to increase pedestrian street access

LOW	$$$	●●●
Reduction	Cost	Timeline

BENEFITS

Primary	Community
Mitigation & Adaptation	

M30 Update the zoning code to remove parking minimums

+M29	$$$	●●●
Reduction	Cost	Timeline

BENEFITS

Primary	Community
Mitigation & Adaptation	

M31 Improve the frequency and quality of transit services

LOW	$$$	●●●
Reduction	Cost	Timeline

BENEFITS

Primary	Community
Mitigation & Adaptation	

- Public Health and Wellbeing
- Economic Prosperity
- Community Building
- Environmental Stewardship
- Savings to Residents and Businesses
- Co-Pollutant Reduction
- Resource Conservation

MEASURE 6

Monitor & Improve Air Quality

Poor air quality can result in negative health impacts, such as increased cases of asthma and heart disease. To enable effective action, it is crucial to understand sources of co-pollutants and where emissions are concentrated. Monitoring air quality in the region can help identify areas where levels of co-pollutants are high. Most of the region's co-pollutants are from highway vehicles, with freight trucks generating more co-pollutants than passenger vehicles. As El Paso serves as a main port of entry, optimizing freight transportation routes, driver practices, and trucking regulations can improve local air quality, reduce noise pollution, reduce fuel and maintenance costs, improve overall traffic flow, and reduce freight GHG emissions.

- Public Health and Wellbeing
- Environmental Stewardship
- Resource Conservation
- Economic Prosperity
- Savings to Residents and Businesses
- Community Building
- Co-Pollutant Reduction

M32 Coordinate infrastructure, policy, and operations to reduce truck idling at ports and freight corridors

Reduction	Cost	Timeline
LOW	+M33	●●●

BENEFITS

Primary	Community
Mitigation	

M33 Create, expand, or improve designated truck parking areas at El Paso Ysleta Port of Entry to reduce idling

Reduction	Cost	Timeline
+M32	$$$	●●●

BENEFITS

Primary	Community
Mitigation	

M34 Reduce wait times at international bridges

Reduction	Cost	Timeline
+M32	$$$	●●●

BENEFITS

Primary	Community
Mitigation	

M35 Install air quality monitoring systems at the international bridges

Reduction	Cost	Timeline
NA	$$$	●●●

BENEFITS

Primary	Community
Mitigation	–

M36 Install air quality monitoring systems in communities disproportionately impacted by poor air quality

Reduction	Cost	Timeline
NA	$$$	●●●

BENEFITS

Primary	Community
Mitigation	–

MEASURE 7

Implement and Oversee Climate Actions

Local governments in the El Paso region have a responsibility to implement and oversee climate actions. Local governments can enable region-wide GHG reductions through unlocking funding, integrating sustainable practices into operations, and encouraging local action and leadership. This measure will help local governments establish sustainable climate action implementation and management systems to promote long-lasting, systemic change.

Resident Perspective

> **It's harder to exercise outside, like cycling and hiking.**

M37 Establish green revolving loan funds to support sustainability projects in public buildings

Reduction	Cost	Timeline
NA	$$$	●●●

BENEFITS

Primary	Community
Mitigation & Adaptation	-

M38 Integrate a climate and sustainability lens into government operations and decision-making

Reduction	Cost	Timeline
NA	$$$	●●●

BENEFITS

Primary	Community
Mitigation & Adaptation	-

M39 Create a community-led grant program to support neighborhood-level climate action

Reduction	Cost	Timeline
NA	$$$	●●●

BENEFITS

Primary	Community
Mitigation & Adaptation	



MEASURE 8

Cool Communities, Protect Health, and Increase Native Ecosystems

This measure focuses on expanding tree canopy, restoring native vegetation, and implementing green infrastructure solutions such as shade structures and cool pavements to lower surface and air temperatures in priority areas. These strategies not only help cool neighborhoods and reduce heat-related illness, but also improve air quality, enhance stormwater management, and restore native ecosystems that support biodiversity and regional resilience. Increasing the number of trees and natural spaces such as community gardens and parks can also sequester carbon and reduce the urban heat island effect, lower energy costs, improve air quality, enhance ecosystems, increase resiliency to flooding and heat waves, add local jobs, and improve health and wellbeing.

A1 Develop a community stewardship program to mitigate heat by increasing tree canopy and shading, focused on cooling homes, community centers, and neighborhoods

MED	NA	●○○
Reduction	Cost	Timeline

BENEFITS

Primary	Community
Mitigation	

A2 Adopt a heat-resilient building code

NA	$$$	●○○
Reduction	Cost	Timeline

BENEFITS

Primary	Community
Mitigation	

A3 Develop climate-resilient building codes and development standards

NA	NA	●●○
Reduction	Cost	Timeline

BENEFITS

Primary	Community
Mitigation	

A4 Adjust the structural design of city pavements, bridges, and railways and use more cool and reflective surfaces

NA	NA	●●○
Reduction	Cost	Timeline

BENEFITS

Primary	Community
Mitigation & Adaptation	-

A5 Develop multi-hazard resilience hubs in vulnerable communities

NA	$$$	●○○
Reduction	Cost	Timeline

BENEFITS

Primary	Community
Adaptation	

A6 Develop a robust multi-lingual emergency communications response framework and resources

NA	NA	●●○
Reduction	Cost	Timeline

BENEFITS

Primary	Community
Adaptation	

A7 Implement carbon sequestration on public land

NA	NA	●●○
Reduction	Cost	Timeline

BENEFITS

Primary	Community
Mitigation & Adaptation	

MEASURE 9

Build Drought Resilience and Conserve Water

The El Paso region is experiencing more frequent and severe droughts. Water supply from the Rio Grande is declining, and groundwater resources are under pressure. This measure focuses on reducing water demand and diversifying water supply. Actions include expanding water reuse, improving irrigation efficiency, and promoting water-wise landscaping at locations of interest within the region. Public education and updated building codes will also support conservation. These actions will help protect long-term water sustainability and reduce stress on utilities.

A8 Expand wetlands and parks to support groundwater recharge

Reduction	Cost	Timeline
NA	$$$	●●●

BENEFITS

Primary	Community
Mitigation & Adaptation	

A9 Expand use of recycled water and graywater for irrigation, and establish projects to capture runoff

Reduction	Cost	Timeline
NA	$$$	●●○

BENEFITS

Primary	Community
Mitigation & Adaptation	

A10 Educate, incentivize, and provide technical assistance to growers in the region to transition to climate-resilient farming practices

Reduction	Cost	Timeline
NA	$$$	●●○

BENEFITS

Primary	Community
Adaptation	

A11 Develop water capture systems that run on solar energy to generate potable water in unincorporated areas and colonias

Reduction	Cost	Timeline
NA	$$$	●●○

BENEFITS

Primary	Community
Mitigation & Adaptation	



MEASURE 10

Reduce Flood Risk

The El Paso region faces growing flood risks from intense rainfall, aging infrastructure, and expanding paved surfaces. Flash floods can damage homes, roads, and utilities, and pose serious risks to public safety. This measure aims to reduce flood risk using both green and gray infrastructure. Strategies include expanding wetlands, bioswales, and permeable pavement and restoring floodplains. These actions also improve water quality and create green spaces.

Resident Perspective

> **I live in a historic part of the county (San Elizario), and our valuable assets are being destroyed by flooding of the adobe buildings.**

A12 Deploy green infrastructure and reduce impermeable surfaces along roads and at critical facilities

Reduction	Cost	Timeline
NA	NA	●●○

BENEFITS

Primary	Community
Adaptation	

A13 Strategically acquire land in the 100-year floodplain

Reduction	Cost	Timeline
NA	$$$	●●●

BENEFITS

Primary	Community
Adaptation	

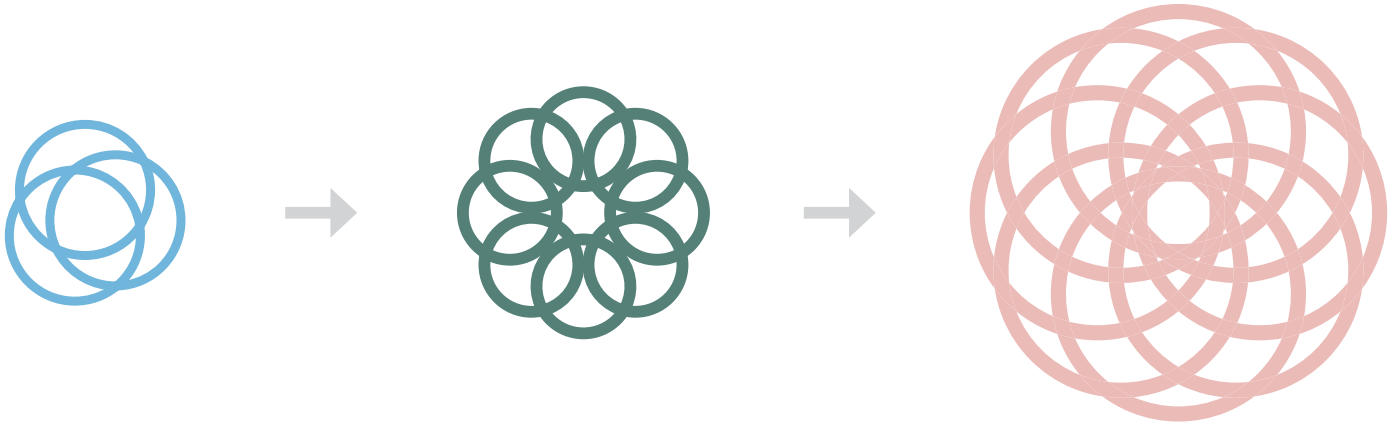
A14 Stabilize arroyos in steep locations and in areas that show signs of erosion

Reduction	Cost	Timeline
NA	$$$	●●●

BENEFITS

Primary	Community
Adaptation	

Figure 6 Implementation Builds Over Time



Pilot | Scale Up | Full Implementation

CHAPTER 7

TURNING THE CAP INTO ACTION AND MEASURING SUCCESS

How the plan will be implemented

The CAP provides a comprehensive, community-driven roadmap for addressing climate change in the El Paso region. With over 50 actions spanning all sectors, CAP implementation will require extensive coordination, diverse funding sources, strategic phasing, and long-term commitment.

The City will coordinate CAP implementation in partnership with the CDCC. This partnership will align departmental and regional efforts and support funding coordination. It will also help maintain accountability to community priorities. A publicly accessible climate action dashboard will track implementation progress, performance metrics, and community benefits. This tool will provide transparency for residents, stakeholders, staff, and decision-makers.

The CAP builds on climate initiatives already underway across the region. These include water conservation and drought response programs, urban tree planting efforts, and the City's participation in LEED for Cities.[4] The plan connects and scales these efforts. It also helps attract new funding and strengthens coordination across jurisdictions, including with local governments in New Mexico and Mexico. The City also plans to launch a community-led grant program. This program will support small-scale neighborhood climate projects and include technical assistance to build local capacity and leadership.

Implementing the CAP will require multiple funding sources. No single source can fund all actions. The City and its partners will pursue a mix of local funds, state and federal grants, private investment, and utility revenues. Blending funding sources will help maximize resources and reduce financial risk. It will also allow the right funding tools to be matched with the right projects.

CAP implementation will occur in phases. Many actions will begin as pilot projects. These pilots will test approaches, build capacity, and refine strategies. Successful pilots can then scale up as funding and partnerships grow. Over time, actions will move toward full implementation, as climate solutions will become integrated into standard policies, programs, and practices. This phased approach will allow the City and its partners to adapt to changing conditions and make steady progress toward long-term goals while also gathering continuous community input (**Figure 6**).

Strong partnerships are essential to successful implementation. Local, state, and federal agencies play key roles in policy, funding, and delivery. Financial investment and philanthropy can help unlock additional resources. Businesses contribute innovation, investment, and workforce capacity. Community organizations bring trusted leadership and on-the-ground implementation, while community members provide valuable feedback and accountability. Together, these partners can help ensure climate actions are effective, equitable, and responsive to community needs.

Through sustained collaboration, equitable investment, and continued community engagement, the CAP positions the El Paso region for a healthier, more resilient, and more equitable future.

[4] LEED stands for Leadership in Energy and Environmental Design. "LEED for Cities helps local leaders create and operationalize responsible, sustainable, and specific plans for natural systems, energy, water, waste, transportation, and other factors that contribute to quality of life" (U.S. Green Building Council, 2023).

CHAPTER 8

LEARN MORE & STAY INVOLVED

How to explore the CAP, track progress, and participate in ongoing climate action

To learn more, you can explore the different components of the CAP at epclimate.org, including the following resources:

Chihuahuan Desert Climate Action Plan Technical Report
Provides a detailed explanation on measures and actions, technical analysis, data sources, assumptions, and supporting documentation for the CAP.

Interactive Dashboard
Tracks implementation progress, performance metrics, and community benefits in a transparent, user-friendly format.



APPENDIX A
Climate Action Greenhouse Gas Reduction Methodology
Explains how GHG emissions were calculated and how reductions from CAP actions were estimated.

APPENDIX B
Climate Action Co-pollutant Reduction Methodology
Describes how reductions in Hazardous Air Pollutants and Criteria Air Pollutants were assessed.

APPENDIX C
Vulnerability Assessment
Identifies communities, infrastructure, and natural systems most at risk from climate hazards such as heat, flooding, and drought.

APPENDIX D
Intersection with Other Funding Sources
Outlines potential federal, state, local, and private funding opportunities that can support CAP implementation.

APPENDIX E
Cost of Actions
Summarizes estimated implementation costs for CAP actions and identifies cost considerations.

APPENDIX F
Low-Income and Disadvantaged Communities Census Tracts
Documents census tracts identified as low-income and disadvantaged within the region.

APPENDIX G
Workforce Planning Analysis
Examines workforce needs, job impacts, and training opportunities associated with implementing CAP actions.

TECHNICAL REPORT & APPENDICES

File #: 26-0332, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 8
Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065
Capital Improvement Department, Yvette Hernandez, (915) 212-0065

AGENDA LANGUAGE:

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

Discussion and action on a Resolution that the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and AECOM Technical Services, Inc., California, USA, Foreign-For Profit Corporation Authorized to Transact Business in Texas, for a project known as "2026-0135R Design Services for the El Paso Downtown International Ports Intelligent Transportation Systems Design & Regional Integration Project" for an amount not to exceed $1,428,414.89.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Capital Improvement Department

AGENDA DATE: 3/17/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Joaquin Rodriguez, CID Grant Fur **PHONE NUMBER:** 915-212-0065

2nd CONTACT PERSON NAME: Yvette Hernandez, City Engineer **PHONE NUMBER:** 915-212-0065

DISTRICT(S) AFFECTED: District 8

AGENDA ITEM:

Discussion and action on a resolution that the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and AECOM Technical Services, Inc., California, USA, Foreign-For Profit Corporation Authorized to Transact Business in Texas, for a project known as "2026-0135R Design Services for the El Paso Downtown International Ports ITS Design & Regional Integration Project" for an amount not to exceed $1,428,414.89.

ISSUE STATEMENT:

City Council is asked to approve the award of a professional services contract to for the ITS Design & Regional Integration project which consists of the Paso Del Norte and Stanton Ports of entry leading to Loop 375. The consultant will deliver planning, engineering design, NEPA environmental clearance, bidding, and construction support.

BACKGROUND:

The purpose of this project is to improve the resiliency and integration of nationally-significant international trade infrastructure by reducing congestion at international ports. This project will include upgrades to fiber optic lines, cameras, message signs, traffic sensors, and signal improvements to help manage traffic more efficiently. The engineer will also ensure all systems work together and connect border wait time data to the City's Traffic Management Center.

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:

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:

$1,428,414.89 - FY 24 Smart Grant / Federal Capital Projects

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

Evaluation Summary

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)

CITY OF EL PASO
CAPITAL IMPROVEMENT DEPARTMENT
218 N. CAMPBELL, 2ND FLOOR
EL PASO, TEXAS 79901

EVALUATION COMMITTEE SCORESHEET SUMMARY

SOLICITATION #2026-0135R
DESIGN SERVICES FOR THE EL PASO DOWNTOWN INTERNATIONAL PORTS ITS DESIGN & REGIONAL INTEGRATION PROJECT

CONSULTANT	**AECOM**	**HNTB**	**WILSON&CO**
Rater 1	78	79	67
Rater 2	81	73	42
Rater 3	75	78	69
Total Rater Scores	**234**	**230**	**178**
References	7.66	8.48	9.5
Overall Score:	**241.66**	**238.48**	**187.5**

Rankings	Consultant
1	AECOM
2	HNTB
3	WILSON & CO

REVISED
1:33 pm, Mar 02, 2026

RESOLUTION

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 AECOM Technical Services, Inc., a California, USA, Foreign For-Profit Corporation Authorized to Transact Business in Texas, for a project known as "2026-0135R Design Services for the El Paso Downtown International Ports ITS Design & Regional Integration Project" for an amount not to exceed $1,428,414.89; 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 $1,528,414.89; 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.

APPROVED THIS _____ DAY OF _____ 2026.

CITY OF EL PASO:

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Yvette Hernandez, P. E., City Engineer
Capital Improvement Department

HQ 6641 | Tran # 632306 | CID
El Paso Downtown International Ports ITS Design & Regional Integration Project
RAB

THE STATE OF TEXAS)
) **AN AGREEMENT FOR**
COUNTY OF EL PASO) **PROFESSIONAL SERVICES**

This Agreement is made 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 AECOM Technical Services, Inc., a California, USA, Foreign For-Profit Corporation Authorized to Transact Business in Texas hereinafter referred to as the **"Consultant"**.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as **"2026-0135R Design Services for the El Paso Downtown International Ports ITS Design & Regional Integration 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"	Consultant's Basic and Additional Services
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 **$1,428,414.89** for all basic services and reimbursables performed pursuant to this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables 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.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **$50,000.00,** if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B".** Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C".**

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 PROJECT CONSTRUCTION BUDGET AND TIME. The Consultant acknowledges that the total project budget for the Project allocated is **$7,500,000.00**, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment "A".** The Consultant does hereby agree to design the Project such that the Consultant's final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant's cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project's size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant's final cost opinions by more than **ten percent (10%),** the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

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 "C" and "D".**

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 $1,000,000.00 on a claims 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.

--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 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinion for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations

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:	AECOM TECHNICAL SERVICES, INC. Attn: Victor De La Garza 221 N. Kansas Street, Suite 902 El Paso, TX 79901

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 Department

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:

_____

(Signatures Begin on Following Page)

CONSULTANT:

By: _____
Name: Victor De La Garza
Title: Vice President

ACKNOWLEDGEMENT

THE STATE OF Texas §
§
COUNTY OF Harris §

This instrument was acknowledged before me on this 24th day of February, 2026 by AECOM Technical Services, Inc., on behalf of Consultant.

_____
Notary Public, State of Texas

My commission expires:

8/20/28

Amanda Loethen
My Commission Expires
8/20/2028
Notary ID130707163

ATTACHMENT "A"
SCOPE OF SERVICES

EXHIBIT A

SERVICES TO BE PROVIDED BYTHE CITY OF EL PASO

Subject to availability, the services to be provided or performed by the City of El Paso will include, but not be limited to, the following items:

A. Name, address and phone number of the City's Project Manager.

B. As-builts, plans, accident data, traffic studies and any documentation which would assist in the completion of the project. This includes existing projects within the project area underway by other agencies including the Regional Mobility Authority and TxDOT.

C. Any available Downtown Traffic Studies related to the Ports of Entry.

D. TTI contact to coordinate on Port of Entry travel time calculations.

E. Review recommendations offered by the Engineer, and approve or reject any or all work performed under this project.

F. Periodically review progress of work.

G. Internal coordination with applicable City Departments when necessary.

EXHIBIT B

SERVICES TO BE PROVIDED BY THE ENGINEER

The work to be performed by the Engineer consists of providing engineering services required for performing a feasibility study and plans, specification, and estimate (PS&E) package for this Downtown (Paso Del Norte POE and Stanton POE) International Ports of Entry project. This includes:

1. Project Management and Administration
2. Phase 1 – Feasibility Study
    1. Develop specific Downtown POE ConOps technical memo
    2. Preliminary Engineering to identify ITS solutions that support traffic management during queues.
    3. Conduct stakeholder coordination meetings
    4. Attend Public Outreach Support for attendance at one public outreach event.
    5. Marketplace Assessment Technical Memo summarizing vendor matrices for ITS technologies.
    6. Solution for POE DMS Travel Time Display
    7. ITS and Cybersecurity Resilience Plan
3. Phase 2 - Plans, Specifications, Estimate
    1. Environmental Clearance
    2. Develop PS&E Design for the installation for the Downtown POE ITS system

DESIGN CRITERIA. The Engineer shall prepare all work in accordance with the latest version of applicable City procedures, specifications, manuals, guidelines, standard drawings, standard specifications or previously approved special provisions and special specifications to include the *Roadway Design Manual*, *Hydraulic Design Manual*, the *Texas Manual on Uniform Traffic Control Devices (TMUTCD)*, *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*, Plans Specifications and Estimates (*PS&E) Preparation Manual*, *Traffic Signals Manual*, *Highway Illumination Manual, Procedures for Establishing Speed Zones, Transportation Research Board (TRB) Highway Capacity Manual, Institute of Transportation Engineers (ITE) Trip Generation Manual, American with Disabilities Act Accessibility Guidelines (ADAAG)*, the *Texas Accessibility Standards (TAS)*, the American Association of City Highway and Transportation Officials *(AASHTO) Guide for the Development of Bicycle Facilities, National Electrical Code (NEC),* and other City approved manuals. When design criteria are not identified in City manuals, the Engineer shall notify the City and refer to the AASHTO, *A Policy on Geometric Design of Highways and Street* (latest edition).

RIGHT-OF-ENTRY AND COORDINATION. The Engineer shall notify the City and secure permission to enter private property to perform any surveying, engineering, or other activities needed for the City's right-of-way (ROW). In accordance with the City's policy,

the Engineer shall not commit acts which would result in damages to private property, and the Engineer shall make every effort to comply with the wishes and address the concerns of affected private property owners. The Engineer shall contact each property owner prior to any entry onto the owners' property, and shall request concurrence from the City prior to each entry.

1. PROJECT MANAGEMENT AND ADMINISTRATION

The Engineer, in association with the City's Project Manager, shall be responsible for directing and coordinating all activities associated with the project to comply with City policies and procedures, and to deliver that work on time.

Project Management and Coordination. The Engineer shall coordinate all subconsultant activity to include quality and consistency of plans and administration of the invoices and monthly progress reports. The Engineer shall coordinate with necessary local entities.

The Engineer shall:

1. Conduct a Kick-off Meeting with the City of El Paso
2. Prepare monthly written progress reports and invoices for each project.
3. Develop and maintain a detailed project schedule to track project conformance to Exhibit C, Work Schedule, for each work authorization. The schedule submittals shall be in electronic format.
4. Meet on a biweekly basis with the City to review project progress.
5. Prepare, distribute, and file both written and electronic correspondence.
6. Prepare and distribute meeting minutes.
7. Document phone calls and conference calls as required during the project to coordinate the work for various team members.

2. PHASE 1 - FEASIBILITY STUDY

1. Downtown ITS Ports of Entry Concept of Operations

The Engineer shall develop a Concept of Operations technical memorandum, up to 10 pages, depicting scenarios specific to the downtown Ports of Entry. The new technical memorandum for the Downtown POE ConOps shall include:

- References to the existing conditions, strategies, operational scenarios, performance management, and next steps related to the Downtown POE.
- Key stakeholders, along with their needs, roles and responsibilities with regard to the final system (e.g. operations, maintenance, sharing of data).

- Initial high-level requirements, distinguishing which are critically necessary vs. preferred where feasible.
- A description of the physical project concept in terms of the scale and density.

The technical memorandum includes PDF digital remediation to meet ADA compliance.

Deliverables:

- Downtown ITS Port of Entry ConOps Technical Memorandum – The submittal is independent of the PS&E and assumes one round of comments.

2. Preliminary Engineering

Data Review. The Engineer shall review the Stanton and Paso del Norte Port of Entry Area Traffic Study completed in 2025 and ITS Ports of Entry Concept of Operations.

The Engineer shall review the existing ITS inventory to identify locations to integrate ITS devices. Recommendations shall be discussed and coordinated with the City of El Paso.

Site Visit. The Engineer shall conduct site photo, video, and travel time observations during peak periods to review vehicle, pedestrian, and bicycle activity and queues near the Paso Del Norte POE and Stanton POE. The Engineer shall conduct a site visit to verify existing ITS equipment within the project limits. The project limits include:

- Stanton Street – Between Paisano Drive and Stanton POE (7 Intersections)
- El Paso Street – Between Paisano Drive and Paso del Norte POE (5 intersections)
- US 62 / Paisano Drive – Between Durango Street and Loop 375 East (14 intersections)
- Loop 375 – Between Paso del Norte POE and Zaragoza POE (about 12.5 miles)
- US 54 – Between Paisano Drive and Loop 375 (about 0.3 miles)

ITS POE Benchmark Matrix. The Engineer shall develop a comparison matrix for tools used to manage traffic near up to three (3) US ports of entry(e.g. DMS, CCTV, LMS, gates, queue management solutions)at up to five (5 ports of entry) using publicly available information.

Identify ITS Solutions. The Engineer shall identify solutions for the southbound queues and ITS solutions approaching the City of El Paso Downtown Ports of Entry. The ITS improvements shall be documented in presentation slides with associated order of magnitude cost.

Deliverables:

- Review data including existing documents and perform a site visit
- Develop an ITS POE benchmark matrix comparing ITS tools used for border traffic management

- Prepare ITS Solutions presentation slides including ITS device locations and order of magnitude cost estimate to be presented at the stakeholder meetings.
- Prepare a simple matrix identifying ITS technology to be deployed at the Downtown POE including ITS device locations and cost estimates.

3. Stakeholder Coordination Meetings

The Engineer shall have two coordination meetings with the City of El Paso and stakeholders (e.g., Customs and Border Protection (CBP), Texas Transportation Institute (TTI), TxDOT, and others) to discuss proposed deployments to prioritize the improvements. The Engineer shall phase ITS deployments based on priority and budget.

The Engineer is responsible for meeting with stakeholders to obtain all necessary data, standards, and specifications such as the City of El Paso, Federal, and State standards, among others.

Deliverables:
- Two coordination meetings with the City of El Paso and stakeholders

4. Public Outreach Support

The Engineer shall provide support for one (1) person attending one (1) public outreach event to assist with scope related questions.

Deliverables:
- One-person attendance at one public outreach event

5. Marketplace Assessment Technical Memorandum

The Engineer shall deliver a technical memorandum summarizing the ITS Marketplace Assessment comparison matrix for each technology. The technical memorandum includes PDF digital remediation to meet ADA compliance.

ITS Marketplace Assessment. The Engineer shall conduct an ITS marketplace assessment for the following solutions:
1. Lane Management Systems (LMS)
2. Explore the possibility of adding HELPAlerts to send your selected messages (e.g., Bridge closed) via text alerts within a geospatial area.

The Engineer shall:

a. Identify existing technologies and relevant applications from a vendor standpoint

(Up to three vendors per technology). Conduct research and contact vendors to determine which vendors and manufacturers supply equipment or material that currently serves the industry, which are relevant to standards and specifications. The Engineer shall submit relevant vendor documentation to the City, including any vendor product data sheets.

b. Meet with vendors (up to 1 meeting per technology), if necessary, as determined by the City. Minimize travel, where possible by meeting with vendors via webinar. The City's reserves the right to attend any meetings with vendors.

c. Develop a matrix in Microsoft Excel for each technology which describes all operating requirements in rows and estimated cost breakdowns of each vendor and option in columns. If cost breakdowns of individual options are not available, provide cost estimates of the base model for each major component as applicable. Such parameters could include maintenance considerations, technology resiliency and integration considerations, constructability, compatibility, considerations for future upgrades, operational considerations for the traveling public, etc. The matrix shall describe in full detail which options are relevant to which situations, and the costs/benefits of each option. Submit the matrix spreadsheet to the City for review and comment.

d. Conduct a literature review of applicable subject matter. This literature review may consist of literature from other City departments of transportation, universities, and institutes and summarized in the Excel matrix described above.

Simplified ITS Vendor Matrix. The Engineer shall develop a simplified vendor matrix including device integration, pricing, lead times, maintenance requirements, resiliency considerations, data privacy, and Buy America compliance for the up to three (3) vendors for each of the following technologies based on web reviews and one survey:

1. Dynamic Message Signs (DMS) to display border crossing times and emergency communication
2. Detection Sensors / Bluetooth sensors to support verification of data or video analytics
3. Automatic gates for traffic management on arterial streets

Deliverables:

- Preliminary Engineering Tech Memorandum – Draft and Final
    a. ITS Marketplace Assessment comparison matrix for up to two (2) technologies
    b. Simplified vendor matrix for up to three (3) technologies

1. Solution for PoE DMS Travel Time Display

The Engineer shall provide City of El Paso with a solution for posting travel time messages calculated by TTI for border wait times to color DMSs provided by the City along selected city corridors and surface streets determined by AECOM. The plan is to use the Lonestar software to post TTI travel times/border wait times to the City DMS.

The Engineer shall facilitate up to four (4) meetings with City of El Paso, TxDOT, and TTI to discuss operations, format, roles, and responsibilities.

Deliverables:

- Up to four (4) meetings to coordinate with TTI and TxDOT to leverage LoneStar Software to display PoE DMS Travel Times/Border Wait Times.
- Develop action items and responsibility for TTI, TxDOT and City of El Paso to achieve the travel time/border wait times for DMS messaging. This may incur additional costs from TTI and TxDOT.

2. ITS and Cybersecurity Resilience Plan

The Engineer shall develop a high-level framework for ITS and Cybersecurity Resilience Plan including physical and cybersecurity of ITS infrastructure and components, in alignment with National Institute of Standards and Technology Cybersecurity Framework (NIST CSF) with considerations including FHWA guidelines, Cybersecurity and Infrastructure Security Agency (CISA) advisories, the National and Statewide ITS Architecture Security addendum, applicable statewide CSF, and Texas Statewide Transportation Resilience Plan (STRP).

Acknowledging that details related to Downtown POE ITS infrastructure may contain sensitive or security-restricted information, all activities and data collection shall be conducted as per Downtown POE's directions. The Downtown POE shall provide details required for this task on a need-to-know basis and at the Downtown POE's voluntary information disclosure and/or discretion. The City of El Paso and Downtown POE stakeholders shall determine the level of detail to be included in the framework (e.g., asset inventory, historical threats and incidents, etc.).

The Engineer shall include the following planning-level elements:

1. Perform a high-level literature review of applicable key cybersecurity frameworks, plans, standards, and protocols for the Downtown POE.
2. Perform a high-level inventory of assets to be included in the ITS and Cybersecurity Resilience Plan in collaboration with Downtown POE. Identify critical and interdependent assets, if applicable.
3. Identify and assess high-level key threats and hazards (including weather, physical and cyber-related) to the ITS assets in collaboration with Downtown POE. Utilize Texas Statewide Transportation Resilience Plan as one of the key resources.
4. Perform a high-level vulnerability/risk assessment using Texas Statewide Transportation Resilience Plan as one of the key resources. Identify critical assets in collaboration with Downtown POE.
5. Develop a high-level incident response prioritization matrix and recovery strategies to minimize disruptions to ITS assets and cross-border traffic operations.
6. Provide a list of recommendations/guidelines for enhancing ITS and cybersecurity resilience at the Downtown POE.

Deliverables:

- Protocol for documents handling and delivery, if applicable, shall be determined by City of El Paso and Downtown POE stakeholders.
- ITS and Cybersecurity Resilience Plan (up to three memo).
    a. A memo containing a high-level literature review of applicable cybersecurity frameworks and inventory of ITS assets.
    b. A memo containing list of threats and hazards, preliminary vulnerability assessment results.
    c. A final memo encapsulating the information from the two memos, incident response strategies and prioritization matrix, and final recommendations.

3. ITS POE PHASE 2 - PLANS, SPECIFICATIONS, AND ESTIMATE

1. Environmental Clearance

The Engineer shall prepare the environmental technical reports and documentation required to obtain National Environmental Policy Act (NEPA) clearance for the project. TxDOT will serve as the lead federal agency for the environmental review, and all documents will comply with the latest TxDOT Environmental Compliance Toolkit requirements. Before initiating the environmental review, the Engineer will coordinate with the City and TxDOT to confirm the resource-specific technical reports and documentation needed for NEPA clearance. The Engineer will provide all information and responses necessary to complete Work Plan Development I and II. All deliverables shall meet regulatory requirements for legal sufficiency and adhere to the reporting standards outlined in the State's latest NEPA Memorandum of Understanding (MOU). The Engineer will address review comments from the TxDOT District and, as applicable, from the TxDOT Environmental Affairs Division and other regulatory agencies. At the State's request, the Engineer will manage the submission of the Work Plan Development materials and all deliverables through TxDOT's Environmental Compliance Oversight System (ECOS). As a minimum, each technical report shall include Draft and Final versions along with a Comment Matrix.

It is assumed that:

- No parklands, recreational areas, or trails would be within the project area.
- No Air Quality Analysis, Traffic Noise Analysis, or Hazardous Materials ISA would be required.
- No USACE Pre-Construction Notification would be required.
- No Community Impact Analysis would be required.

2. Design

The Engineer shall develop a design for the Downtown POE ITS System for the Paso del Norte POE and Stanton POE. The scope includes the following design elements:

- Update the six (6) Existing WiFi sites to RFID

- Design up to five (5) DMS site locations and five (5) CCTV/Bluetooth sensor site locations on highways or arterials (e.g., LP375)

The design for the Downtown Block Queue Management design includes the following design elements:

- Gates (automatic or manual) as needed
- Signing and striping
- Opportunities for Dynamic Lane Signing
- Opportunities for pedestrian improvements

Design shall meet all City, State, and Federal requirements and local regulations and ordinances.

The Engineer shall submit a turnkey design product. The Engineer shall follow State design specifications and procedures for the development of the specified project and comply with all laws, regulations and policies set by the City of El Paso and the State of Texas.

The Engineer shall comply with the City of El Paso Capital Improvement Department Drawing Guidelines.

The Engineer shall provide design services, contract documents, estimates and specifications and prepare construction contracts and an Engineer's Report, if requested.

The Engineer shall prepare both design and performance specifications. The Engineer shall provide a guide schedule of testing and sampling meeting current TxDOT specifications. Buy America must be enforced during the design process.

The Engineer shall respond to comments regarding constructability, operability reviews on proposed construction projects and assist the City with but not limited to the following items: review of proposed construction projects including such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes, references, and lack of coordination between the drawings of all disciplines involved in the project.

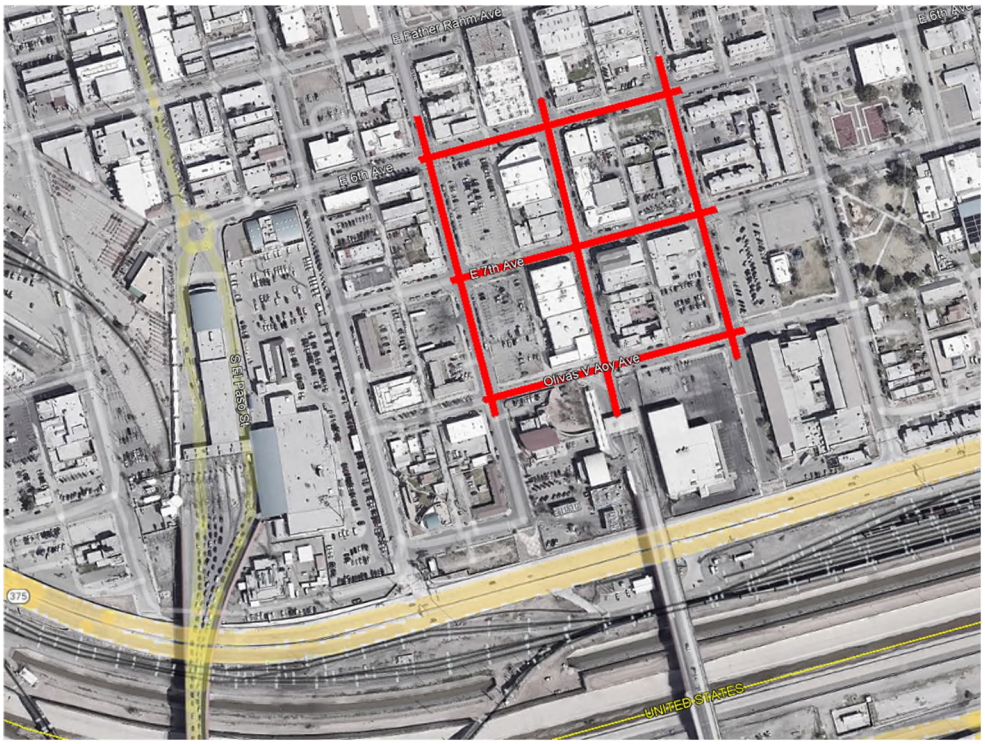
Utility Coordination:

The firm shall be responsible to coordinate design efforts with all affected utility companies and interested parties. The purpose is to minimize utility relocation without compromising design standards. The firm shall verify utility lines, valves, covers, manholes, etc. from the different utility companies and interested parties during the preliminary design phase (Quality Level D). All existing utility structures shall be shown on the preliminary design plan submittal as provided in 811 call and utility coordination meetings. The firm shall meet with all affected utility companies and interested parties to discuss proposed design. Based on these coordination meetings and correspondence that is sent between the firm and utility companies and interested parties the need and extent

of relocation shall be determined. If a dispute arises, the firm shall immediately setup a meeting between the City of El Paso Project Manager and the utility company or interested parties to resolve the dispute. The firm on behalf of the City of El Paso shall request from all utility companies or interested parties that they relocate all lines that conflict with new improvements. However, EPWU can request that the City of El Paso include as part of the street and drainage improvement bid package the relocation of their utility lines provided that the utility company or interested parties signs an agreement with the City and funding is provided. The firm shall coordinate this effort with the utility companies and interested parties and advise them of the City of El Paso policy to minimize pavement cuts on new roadways. All correspondence and meeting minutes shall be submitted to the City of El Paso when each phase is due. Construction documents shall clearly show all existing and proposed utility lines and utility company or interested party contacts. All documents and coordination efforts by the firm shall be complete by or before the final design phase due date. The firm shall submit all utility clearance letters from each utility company or interested parties by or before the 90% design phase. If relocations cannot occur before construction consultant must incorporate into construction phasing and coordinate relocation date. Coordinate with El Paso County Water Improvement District (EPCWID) if devices are required to be installed within EPCWID right of way.

Survey:
The consultant shall provide a survey by a licensed surveyor including visible roadway features, break lines, signs, pavement markings, and utility markings for the following limits:

- Downtown roadways within public right of way, centered around Stanton Street, bordered by as shown in figure below:
    - South Mesa Street to the west
    - South Kansas Street to the east
    - E 6th Avenue to the north
    - Olivas V Aoy Avenue to the south
    - including Stanton Street north of Stanton POE
- Up to 10 locations along highway (4 locations) or arterial streets (6 locations). Each area includes ROW to ROW for a length of 200 ft. (100' on both sides of the proposed ITS equipment location). Specific locations to be determined for the purpose of installing ITS equipment.



Map of Downtown Area Work Area

60% Design:

The consultant shall submit the following pre-final design phase submittal, as applicable:

- Coversheet (100% complete)
- Quantity Summary Sheet (60% complete)
- Demolition Plan (60% complete)
- Construction Notes (60% complete)
- Traffic Control Plan (TCP) Sequence of Work and applicable standards (60%)
- ITS Plan (60% complete)
- Signing and Marking Plan as applicable (60% complete)
- Storm Water Pollution Prevention Plan (60% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (60% complete)
- Outline of Specs (100% complete)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Environmental Documentation
- Design Criteria
- City Design Review Meeting (CDR)
- Preliminary Engineer's Seal

- Contract time determination
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form if Applicable
- Redlines showing quality control
- Utility Status and coordination report

If the City considers the submittal as not compliant to the above-required completion percentages, the firm must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

90% Design:

The consultant shall submit, at a minimum, the following final design phase submittal, as applicable:

- Cover Sheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Traffic Control Plan (TCP) Sequence of Work and applicable standards (100%)
- ITS Plan (100% complete)
- Signing and Marking Plan as applicable (100% complete)
- Demolition Plan (100% complete)
- Construction Notes (100% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (100% complete)
- Outline of Specifications (100% complete)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- Environmental Documentation
- Design Criteria
- City Design Review Meeting (CDR)
- 60% complete action items report and complete review comment forms
- Preliminary Engineer's Seal
- Contract time determination
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form if Applicable
- Performance end date
- Redlines showing quality control
- Utility status and coordination report
- Buy America Matrix
- Testing frequency schedule

If the City considers the submittal as not compliant to the above-required completion percentages, the firm must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

100% Design:

The firm shall re-submit the 90% documentation with City and TxDOT's comments addressed.

The firm shall provide an electronic copy of all approved Environmental documents.

RTL Design:

The firm shall re-submit the 100% documentation with City and TxDOT's comments addressed.

The firm shall provide an electronic copy of all approved Environmental documents.

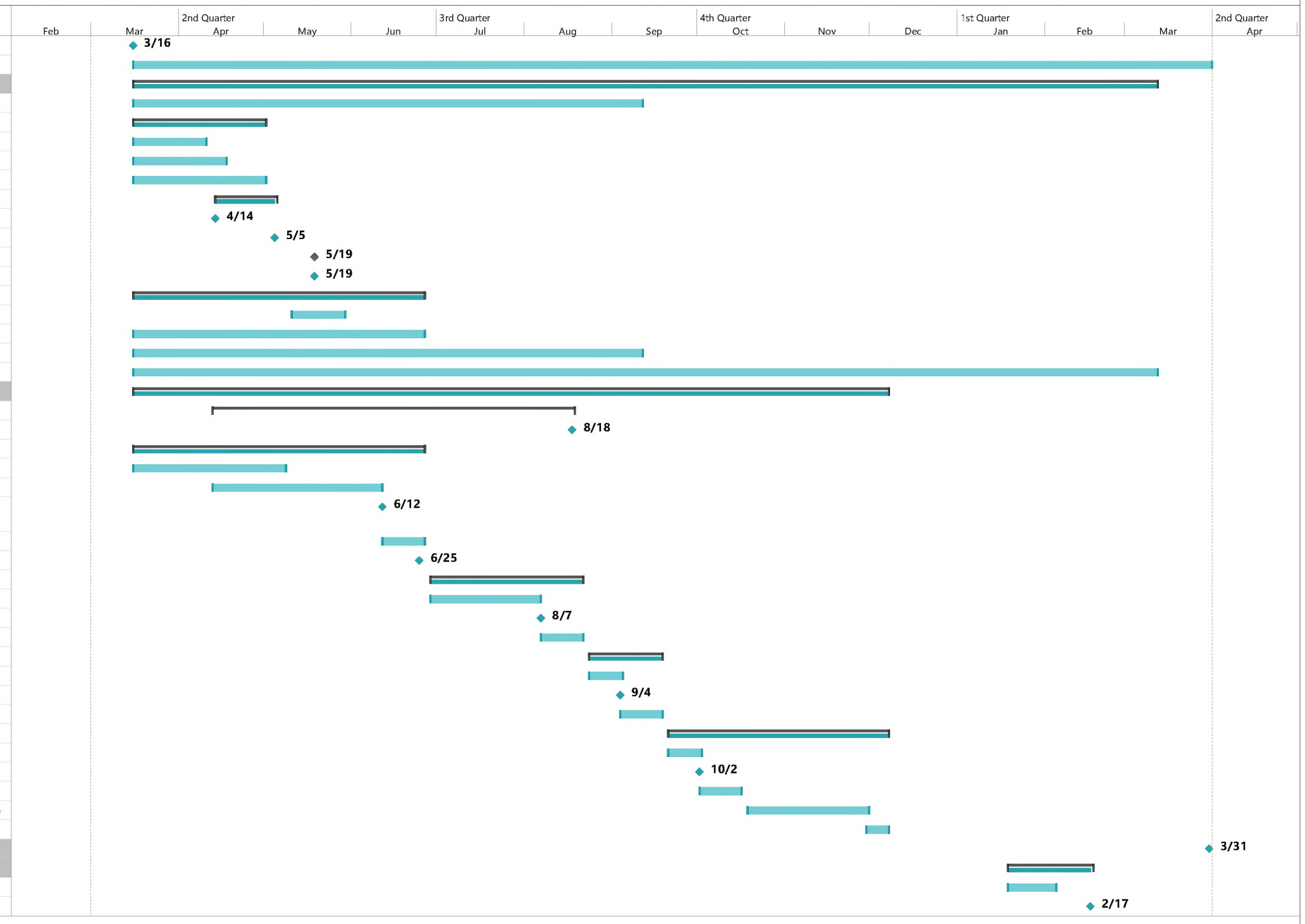
Deliverables: (Payment for Design Deliverables is Lump Sum):

- PS&E for Downtown POE Phase 2
  - 60% Design Submittal
  - 90% Design Submittal
  - 100% Design Submittal
  - RTL Design Submittal

4. BIDDING AND CONSTRUCTION PHASE SERVICES (NOT INCLUDED)

City of El Paso Downtown Port of Entry

ID	Task Name	Duration	Start	Finish
1	Notice to Proceed	0 days	Mon 3/16/26	Mon 3/16/26
2	Project Management and Administration	273 days	Mon 3/16/26	Wed 3/31/27
3	**Phase 1 - Feasibility Study**	**260 days?**	**Mon 3/16/26**	**Fri 3/12/27**
4	**Concept of Operations Tech Memo**	130 days	Mon 3/16/26	Fri 9/11/26
5	**Preliminary Engineering**	**35 days**	**Mon 3/16/26**	**Fri 5/1/26**
6	Data Review and Site Visits	20 days	Mon 3/16/26	Fri 4/10/26
7	ITS POE Benchmark Matrix	25 days	Mon 3/16/26	Fri 4/17/26
8	Identify ITS Solutions	35 days	Mon 3/16/26	Fri 5/1/26
9	**Stakeholder Coordination Meetings**	**16 days**	**Tue 4/14/26**	**Tue 5/5/26**
10	Stakeholder Coordination Meeting #1	0 days	Tue 4/14/26	Tue 4/14/26
11	Stakeholder Coordination Meeting #2	0 days	Tue 5/5/26	Tue 5/5/26
12	**Public Outreach Support**	**0 days**	**Tue 5/19/26**	**Tue 5/19/26**
13	Public Outreach Event	0 days	Tue 5/19/26	Tue 5/19/26
14	**Marketplace Assessment Technical Memo**	**75 days**	**Mon 3/16/26**	**Fri 6/26/26**
15	Simplified ITS Vendor Matrix	15 days	Mon 5/11/26	Fri 5/29/26
16	ITS Marketplace Assessment	75 days	Mon 3/16/26	Fri 6/26/26
17	**Solution for POE DMS Travel Time Display**	130 days	Mon 3/16/26	Fri 9/11/26
18	**ITS and Cybersecurity Resilience Plan**	260 days	Mon 3/16/26	Fri 3/12/27
19	**Phase 2 - PS&E**	**191 days?**	**Mon 3/16/26**	**Mon 12/7/26**
20	**Environmental Clearance**	**92 days**	**Mon 4/13/26**	**Tue 8/18/26**
21	TxDOT Environmental Approval (95%)	0 days	Tue 8/18/26	Tue 8/18/26
22	**60% Design Phase**	**75 days?**	**Mon 3/16/26**	**Fri 6/26/26**
23	Survey	40 days	Mon 3/16/26	Fri 5/8/26
24	Develop 60% ITS PS&E Design	44 days	Mon 4/13/26	Thu 6/11/26
25	Submit 60% ITS PS&E with ENV Documentation - AECOM to CoEP PM	0 days	Fri 6/12/26	Fri 6/12/26
26	60% City Design Review (CDR)	11 days	Fri 6/12/26	Fri 6/26/26
27	Submit 60% ITS PS&E with ENV Documentation	0 days	Thu 6/25/26	Thu 6/25/26
28	**95% Design Phase**	**40 days**	**Mon 6/29/26**	**Fri 8/21/26**
29	Develop 95% ITS PS&E Design	29 days	Mon 6/29/26	Thu 8/6/26
30	Submit 95% ITS PS&E - AECOM to CoEP PM	0 days	Fri 8/7/26	Fri 8/7/26
31	95% City Design Review (CDR)	11 days	Fri 8/7/26	Fri 8/21/26
32	**100% Design Phase**	**20 days**	**Mon 8/24/26**	**Fri 9/18/26**
33	Develop 100% ITS PS&E Design	10 days	Mon 8/24/26	Fri 9/4/26
34	Submit 100% ITS PS&E- AECOM to CoEP PM	0 days	Fri 9/4/26	Fri 9/4/26
35	100% City Design Review (CDR)	11 days	Fri 9/4/26	Fri 9/18/26
36	**RTL Design Phase**	**56 days**	**Mon 9/21/26**	**Mon 12/7/26**
37	Develop RTL ITS PS&E Design	10 days	Mon 9/21/26	Fri 10/2/26
38	Submit RTL ITS PS&E- AECOM to CoEP PM	0 days	Fri 10/2/26	Fri 10/2/26
39	RTL City Design Review (CDR)	11 days	Fri 10/2/26	Fri 10/16/26
40	FPAA-Request for LOA	31 days	Mon 10/19/26	Mon 11/30/26
41	Signed LOA	6 days	Mon 11/30/26	Mon 12/7/26
42	**Termination Date**	**0 days**	**Wed 3/31/27**	**Wed 3/31/27**
43	**Anticipated Construction Dates**	**22 days**	**Tue 1/19/27**	**Wed 2/17/27**
44	Anticipated Advertising	13 days	Tue 1/19/27	Thu 2/4/27
45	Anticipated Bid-Opening (Letting Date)	0 days	Wed 2/17/27	Wed 2/17/27



Task | Summary | Inactive Milestone | Duration-only | Start-only | External Milestone | Manual Progress
Split | Project Summary | Inactive Summary | Manual Summary Rollup | Finish-only | Deadline
Milestone | Inactive Task | Manual Task | Manual Summary | External Tasks | Progress

ATTACHMENT "B"
CONSULTANT'S FEE PROPOSAL AND HOURLY RATES

EXHIBIT D - FEE SCHEDULE
Method of Payment - Lump Sum

Firm Summary	Labor Cost	Expenses	Sub Markup	Total
AECOM Technical Services, Inc.	$ 1,227,424.88	$ 12,507.00	$ 17,134.82	$ 1,257,066.70
Villaverde Inc.	$ 29,972.59	$ 260.60	$ -	$ 30,233.19
Brock & Bustillos, Inc.	$ 138,015.00	$ -	$ -	$ 138,015.00
Julie Gereda	$ -	$ 3,100.00	$ -	$ 3,100.00
Total (Lump Sum)	**$ 1,395,412.47**	**$ 15,867.60**	**$ 17,134.82**	**$ 1,428,414.89**

Labor & Expenses Summary		Prime		Subcontractor						Total	
Task		AECOM Technical Services, Inc.		Villaverde, Inc.		Brock & Bustillos, Inc.		Julie Ericson Gereda			
		Hours	Labor Cost	Hours	Labor Cost	Hours	Labor Cost	Hours	Labor Cost	Hours	Loaded Labor
1	**Project Management and Administration**	**968**	**$ 211,212.62**		**$ -**		**$ -**		**$ -**	**968**	**$ 211,212.62**
2	**Downtown POE Phase 1 - Feasibility Study**	**1,883**	**$ 432,708.39**	**18**	**$ 1,713.36**		**$ -**		**$ -**	**1,901**	**$ 434,421.75**
2.1	Downtown POE Concept of Operations Tech Memo	175	$ 31,823.39							175	$ 31,823.39
2.2	Preliminary Engineering	308	$ 56,495.38	18	$ 1,713.36					326	$ 58,208.74
2.3	Stakeholder Coordinations Meetings	128	$ 28,005.68							128	$ 28,005.68
2.4	Public Outreach Support	8	$ 2,747.76							8	$ 2,747.76
2.5	Marketplace Assessment Technical Memo	374	$ 57,650.16							374	$ 57,650.16
2.6	Solution for POE DMS Travel Time Display	162	$ 50,015.74							162	$ 50,015.74
2.7	ITS and Cybersecurity Resilience Plan	728	$ 205,970.28							728	$ 205,970.28
3	**Downtown POE Phase 2 - Plans, Specifications, and Estimate**	**3,261**	**$ 583,503.87**	**347**	**$ 28,259.23**		**$ -**		**$ -**	**3,608**	**$ 611,763.10**
3.1	Environmental Clearance	215	$ 29,706.91							215	$ 29,706.91
3.2a	Utility Coordination & Survey	99	$ 17,602.19							99	$ 17,602.19
3.2b	Design - ITS System	2,465	$ 452,026.65							2,465	$ 452,026.65
3.2c	Design - Downtown Blocks Queue Management	482	$ 84,168.12	347	$ 28,259.23					829	$ 112,427.35
4	**Bidding and Construction Phase Services (Not Included)**		**$ -**		**$ -**		**$ -**		**$ -**	**-**	**$ -**
Other Direct Expenses	Materials		$ 12,507.00		$ 260.60		$ 138,015.00		$ 3,100.00		$ 153,882.60
	10% Markup on Subs		$ 17,134.82								$ 17,134.82
Total (Lump Sum)		**6,112**	**$ 1,257,066.70**	**365**	**$ 30,233.19**		**$ 138,015.00**		**$ 3,100.00**	**6,477**	**$ 1,428,414.89**

City of El Paso Downtown POE - Exhibit D
Method of Payment - Lump Sum

Prime: AECOM

	Task	Labor Categories																					Total Hours	Total Costs
		Project Manager	Technical Advisor - Senior	Engineer (Senior)	Engineer (Project) - Senior	Engineer (Project)	Engineer (Design)	Engineer (Traffic) - Senior	Engineer (Traffic)	Engineer (ITS) - Senior	Engineer In-Training	Engineer Technician	CADD Operator	CADD Operator - Senior	Transportation Planner - Senior	Environmental Planner - Senior	Graphic Designer	Public Involvement Officer	Public Involvement Specialist - Senior	Technical Writer/Editor	Project Control Specialist - Senior	Project Control Specialist	Administrative/Clerical		
		10+	20+	15+	15+	10 to 15	5 to 10	15+	5 to 15	15+	0 to 5	5 to 15	5 to 15	15+	15+	15+	5 to 15	5 to 15	15+	5 to 15	15+	5 to 15			
	Loaded Labor Rate	$ 343.47	$ 332.82	$ 266.26	$ 270.46	$ 191.86	$ 175.14	$ 219.39	$ 171.20	$ 249.56	$ 121.60	$ 120.48	$ 107.09	$ 141.67	$ 288.89	$ 260.93	$ 119.55	$ 163.10	$ 173.07	$ 125.86	$ 149.24	$ 123.28	$ 88.10		
1	**Project Management and Administration**																							
1.1	Kick-off Meeting with City of El Paso	16	4			16	16																52	$ 12,698.80
1.2	Monthly Progress Reports	36	6			36	36														24	40	178	$ 36,086.80
1.3	Maintain Project Schedule	20	6			36	36																98	$ 22,078.32
1.4	Biweekly meetings	70				60	70																200	$ 47,814.30
1.5	Meeting minutes	80				60	80																220	$ 53,000.40
1.7	Project Documentation					60	160																220	$ 39,534.00
	Hours	222	16	0	0	268	398	0	0	0	0	0	0	0	0	0	0	0	0	0	24	40	0	**968**	
	Task 1 Sub Total	$ 76,250.34	$ 5,325.12	$ -	$ -	$ 51,418.48	$ 69,705.72	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,581.76	$ 4,931.20	$ -		**$ 211,212.62**
2	**Downtown POE Phase 1 - Feasibility Study**																							
2.1	Downtown POE Concept of Operations Tech Memo																							
	Develop Key Stakeholders, roles, and responsibilities	12			10						20						16						58	$ 11,171.04
	Draft ConOps Technical Memorandum	8			10						30						16						64	$ 11,013.16
	Final ConOps Technical Memorandum	4			8						16						8						36	$ 6,439.56
	QA/QC	1		6																10			17	$ 3,199.63
2.2	Preliminary Engineering																							
	Data Review	2					8				12												22	$ 3,901.26
	Site Visit - Stanton Street	2					8				12												22	$ 3,901.26
	Site Visit - El Paso Street	2					8				12												22	$ 3,901.26
	Site Visit - US 62 / Paisano Dr.	2					16				14												32	$ 5,899.58
	Site Visit - Loop 375 including US 54 interchange	2					8				12												22	$ 3,901.26
	ITS POE Benchmark Matrix	4		4	6		16				50												80	$ 13,651.92
	Identify ITS Solutions	10	6		12		30				50												108	$ 21,338.84
2.3	Stakeholder Coordinations Meetings																							
	Stakeholder Coordination Meetings (2)	16	4	8	20			40			40												128	$ 28,005.68
2.4	Public Outreach Support																							
	Attend one public outreach event (1 person)	8																					8	$ 2,747.76
2.5	Marketplace Assessment Technical Memo																							
	Marketplace Assessment Technical Memo	2					4				26												32	$ 4,726.10
	QA/QC			4																6			12	$ 2,071.92
	ITS Marketplace Assessment																							
	1. Lane Management Systems (LMS)																							
	Capture Requirements and Needs				2		2				4												8	$ 1,377.60
	Research Vendors (no more than 3)	1					2				12												15	$ 2,152.95
	Meet with Vendors (no more than 1)	1			2		1				6												10	$ 1,789.13
	Conduct Literature Review						2				20												22	$ 2,782.28
	Technology Matrix		2		2		2				20												26	$ 3,988.84
	2. HELP Alerts																							
	Capture Requirements and Needs				2		2				4												8	$ 1,377.60
	Research Vendors (no more than 3)	1					2				12												15	$ 2,152.95
	Meet with Vendors (no more than 1)	1			2		1				6												10	$ 1,789.13
	Conduct Literature Review						2				20												22	$ 2,782.28
	Technology Matrix		2		2		2				20												26	$ 3,988.84
	Simplified ITS Vendor Matrix																							
	1. DMS																							
	Research Vendors (no more than 3)	2			4		4				20												30	$ 4,901.34
	Technology Matrix		2		2		2				20												26	$ 3,988.84
	2. Detection Sensors / Bluetooth Sensors																							
	Research Vendors (no more than 3)	2			4		4				20												30	$ 4,901.34
	Technology Matrix		2		2		2				20												26	$ 3,988.84
	3. Automatic Gates																							
	Research Vendors (no more than 3)	2			4		4				20												30	$ 4,901.34
	Technology Matrix		2		2		2				20												26	$ 3,988.84
2.6	Solution for POE DMS Travel Time Display																							
	External Coordination Meetings for DMS Display (up to 4 meetings)	20	20		16						4												60	$ 18,339.56
	DMS Display Messages	30	40		28						4												102	$ 31,676.18
2.7	ITS and Cybersecurity Resilience Plan																							
	Literature Review Memo	1	20												60								81	$ 24,333.27
	Threats, Hazards, and Vulnerability Assessment Memo	1	80												120		24						225	$ 64,505.07
	Draft Incident Response strategies and Recommendations	1	80												120		20						221	$ 64,026.87
	Final ITS and Cybersecurity Resilience Plan Technical Memo	1	40												120		40						201	$ 53,105.07
	Hours	139	300	22	140	0	36	138	0	0	546	0	0	0	420	0	124	0	0	18	0	0	0	**1883**	
	Task 2 Sub Total	$ 47,742.33	$ 99,846.00	$ 5,857.72	$ 37,864.40	$ -	$ 6,305.04	$ 30,275.82	$ -	$ -	$ 66,393.60	$ -	$ -	$ -	$ 121,333.80	$ -	$ 14,824.20	$ -	$ -	$ 2,265.48	$ -	$ -	$ -		**$ 432,708.39**
3	**Downtown POE Phase 2 - Plans, Specifications, and Estimate**																							
3.1	Environmental Clearance																							
	Preparation of WPD I and II and TxDOT Assistance with ECOS	2					8		2		2	2				1							10	27	$ 4,066.55
	Historic Resources Project Coordination Request (assume no HRSR)						2					54				2								58	$ 7,279.06
	Archeological Background Study (could need survey thru supplemental WA)						2		50			2				2								56	$ 9,673.10
	Clean Water Act (Assume SWAF only because no NWP PCN required)						4					4				2							12	22	$ 2,761.54
	T&E Species (SAF, Species Analysis Spreadsheet, TPWD BMP Form)						6					12				2							32	52	$ 5,837.66
3.2a	Utility Coordination & Survey																							
	Coordinate 811 utility locates	1			2						12												15	$ 2,343.59
	Utility Relocation Coordination Meeting	2			4						12												18	$ 3,227.98
	Utility Coordination Meeting Minutes				2						12												14	$ 2,000.12
	Survey Coordination - Stanton St. (Paisano to Stanton POE)	2			2						8												12	$ 2,200.66
	Survey Coordination - El Paso St. (Paisano to Paso de Norte POE)	2			2						8												12	$ 2,200.66
	Survey Coordination - Highway (up to 4 locations for ITS equipment placement)	2			2						8												12	$ 2,200.66
	Survey Coordination - Arterial (up to 6 locations for ITS equipment placement)	2			2						8												12	$ 2,200.66
	Survey control sheets, H&V contol index sheets and data sheets (not included)																						0	$ -
	ROW Coordination within project limits	2			2																		4	$ 1,227.86
3.2b	ITS Design 60% - ITS System																							
	Field verification for underground ITS work areas					8	2				16												26	$ 3,830.76
	Update utility plan sheets per utility coordination	2			10	20	6				24			60									122	$ 19,898.18
	Design Criteria	2	2		10		6				16												36	$ 7,053.62
	Quantity Summary	2			25		4				30			12									73	$ 13,497.04
	TCP Sequence of Work and applicable standards	2	2		4	16	6				22			12									64	$ 10,930.26
	Demolition Plans for removal of existing ITS equipment (as applicable)	2			6	4	6				16			16									50	$ 8,340.30
	Existing ITS assets	2	2		2	2	4	2			16												30	$ 5,982.16
	Electrical service identification and cable sizing	2	2		6		2				16												28	$ 5,271.22
	Conductor run tables				10		2				16			12									40	$ 6,700.52
	ITS Layout plan sheets	2	2		24		2				40			60									130	$ 21,696.10
	CCTV and DMS Elevation Sheets (up to 10 locations)	2	4		6	4	2	2			40			40									100	$ 15,728.28
	CCTV and DMS Special mounting details	2	4		6	4	2	2			10			30									60	$ 10,663.58
	Communication Plans	2	2		4	2	2				16			10									38	$ 6,530.72
	SWP3 and EPIC Details	1	2		6		2				16												27	$ 4,927.75
	General notes	2			10		2				30			16									60	$ 9,656.54
	ITS specifications	2	2		30		2	6			12												54	$ 12,892.20
	Engineer's Estimate	2			6		2				16												26	$ 4,835.58
	Contract Time Determination (Schedule)	1			6		1				10												18	$ 3,357.37
	TDLR Registration Form (as applicable)				4						10												14	$ 2,297.84
	Utility Status and Coordination Report	1			10						20												31	$ 5,480.07
	QA/QC	8	2	12	12		4				20			20									78	$ 15,620.00
	City 60P Design Review Meeting	8			10																		18	$ 5,452.36

City of El Paso Downtown POE - Exhibit D
Method of Payment - Lump Sum

Prime: AECOM

	Task	Labor Categories																						Total Hours	Total Costs
		Project Manager	Technical Advisor - Senior	Engineer (Senior)	Engineer (Project) - Senior	Engineer (Project)	Engineer (Design)	Engineer (Traffic) - Senior	Engineer (Traffic)	Engineer (ITS) - Senior	Engineer In-Training	Engineer Technician	CADD Operator	CADD Operator - Senior	Transportation Planner - Senior	Environmental Planner - Senior	Graphic Designer	Public Involvement Officer	Public Involvement Specialist - Senior	Technical Writer/Editor	Project Control Specialist - Senior	Project Control Specialist	Administrative/Clerical		
	ITS Design 90% - ITS System																								
	Respond to 60% comments	2			8		4				8													22	$ 4,523.98
	TCP Sequence of Work and applicable standards	2				2					16													20	$ 3,016.26
	Plan sheets	2	2		30		4	2			40			60										140	$ 23,969.92
	Detail sheets		2		12		4				16			16										50	$ 8,824.04
	General Notes	1	2		10		6				20													39	$ 7,196.55
	Engineers Estimate	2	2		8		2				16													30	$ 5,812.14
	Contract Time Determination (Schedule)	2	2		10						16													30	$ 6,002.78
	Utility Status and Coordination Report	2			10						20													32	$ 5,823.54
	Buy America Matrix	2			10						20													32	$ 5,823.54
	QAQC	8	2	12	12		4				20			16										74	$ 15,253.32
	City 90P Design Review Meeting	8			10																			18	$ 5,462.36
	ITS Final Design 100% - ITS System																								
	Respond to 90% comments	2			8		4				8													22	$ 4,523.98
	TCP Sequence of Work and applicable standards	2				2	2				16													22	$ 3,366.54
	Plan sheets	1	2		26		4	2			40			60										135	$ 22,544.61
	Detail sheets	1	2		12		4	2			16			16										53	$ 9,636.29
	General Notes	2	2		10		6				20													40	$ 7,540.02
	Engineers Estimate	2	2		8						16													28	$ 5,461.86
	Contract Time Determination (Schedule)	2			8						12													22	$ 4,309.82
	Utility Status and Coordination Report	1			8						16													25	$ 4,452.76
	Buy America Matrix	1			8						16													25	$ 4,452.76
	QAQC	8	2	12	12		2				16			16										68	$ 14,416.64
	City 100P Design Review Meeting	6			8																			14	$ 4,224.50
	Electronic copy of design files	1			4						12													17	$ 2,884.51
	ITS Final Design RTL																								
	Respond to 100% comments	2			4		4				8													18	$ 3,442.14
	TCP Sequence of Work and applicable standards	1				2					16													19	$ 2,872.79
	Plan sheets		2		30		4	2			40			20										98	$ 17,616.18
	Detail sheets				12		2				16			12										42	$ 7,241.44
	General Notes	2	2		10		4				20													38	$ 7,189.74
	Engineers Estimate	2	2		8						16													28	$ 5,461.86
	Contract Time Determination (Schedule)	2	2		10						12													26	$ 5,516.38
	Utility Status and Coordination Report	1			10						16													27	$ 4,993.67
	Buy America Matrix	1			10						16													27	$ 4,993.67
	QAQC	8	2	12	12		2				8													44	$ 11,177.12
	Electronic copy of design files	1			4						12													17	$ 2,884.51
3.2c	ITS Design 60% - Downtown Blocks Queue Management																								
	Quantity Summary				2		2				8			4										16	$ 2,430.68
	TCP Sequence of Work and applicable standards					8	2				8			4										22	$ 3,424.64
	Signing and Marking Plan Coordination	2			4		2				8			12										28	$ 4,791.90
	Existing ITS assets					2	2				4													8	$ 1,220.40
	Electrical service identification and cable sizing				2		2																	4	$ 891.20
	Conductor run tables				2						4			4										10	$ 1,594.00
	ITS Layout plan sheets				2		2				20			16										40	$ 5,589.92
	Communication Plans	2			2	2	2				4			4										16	$ 3,014.94
	ITS specifications		2		12		2				4													20	$ 4,747.84
	Engineer's Estimate				4						4													8	$ 1,588.24
	QAQC	2	2	4	4						4													16	$ 3,985.66
	ITS Design 90% - Downtown Blocks Queue Management																								
	TCP Sequence of Work and applicable standards						2				8													10	$ 1,323.08
	Signing and Marking Plan Coordination	2			4						8			14										28	$ 4,724.96
	Plan sheets		2		2		2				20			4										30	$ 4,555.52
	Detail sheets				2		2				4			4										12	$ 1,944.28
	Engineers Estimate				2						4													6	$ 1,027.32
	QAQC	2	2	4	4						4													16	$ 3,985.66
	ITS Final Design 100% - Downtown Blocks Queue Management																								
	TCP Sequence of Work and applicable standards										4													4	$ 486.40
	Signing and Marking Plan Coordination	2			4						6			14										26	$ 4,481.76
	Plan sheets		2		2		2				20			4										30	$ 4,555.52
	Detail sheets				2		2				4			4										12	$ 1,944.28
	Engineers Estimate				2		2				4													8	$ 1,377.60
	QAQC	2	2	4	4						4													16	$ 3,985.66
	ITS Final Design RTL - Downtown Blocks Queue Management																								
	TCP Sequence of Work and applicable standards						2				4													6	$ 836.68
	Signing and Marking Plan Coordination	2			4						6			14										26	$ 4,481.76
	Plan sheets				2		2				20			4										30	$ 3,889.80
	Detail sheets				2		2				4			4										12	$ 1,944.28
	Engineers Estimate				2		2				4													8	$ 1,377.60
	QAQC	2	2	4	4						4													16	$ 3,985.66
	Hours	193	72	64	643	78	179	20	52	0	1242	74	0	614	0	9	0	0	0	0	0	0	54	**3,261**	
	Task 3 Sub Total	**$ 54,955.20**	**$ 23,963.04**	**$ 17,040.64**	**$ 173,905.78**	**$ 14,965.08**	**$ 31,350.06**	**$ 4,387.80**	**$ 8,902.40**	**$ -**	**$ 151,027.20**	**$ 8,915.52**	**$ -**	**$ 86,985.38**	**$ -**	**$ 2,348.37**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 4,757.40**		**$ 583,503.87**
4	**Bidding and Construction Phase Services (Not Included)**																								
	Bidding																							0	$ -
	Construction Phase Services																							0	$ -
	Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	
	Task 4 Sub Total	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		**$ -**
	Total Hours	521	388	86	783	346	613	158	52	0	1788	74	0	614	420	9	124	0	0	18	24	40	54	**6,112**	
	Total Labor	**$ 178,947.87**	**$ 129,134.16**	**$ 22,898.36**	**$ 211,770.18**	**$ 66,383.56**	**$ 107,360.82**	**$ 34,663.62**	**$ 8,902.40**	**$ -**	**$ 217,420.80**	**$ 8,915.52**	**$ -**	**$ 86,985.38**	**$ 121,333.80**	**$ 2,348.37**	**$ 14,824.20**	**$ -**	**$ -**	**$ 2,265.48**	**$ 3,581.76**	**$ 4,931.20**	**$ 4,757.40**		**$ 1,227,424.88**

VILLAVERDE INC.

PROJECT: City of El Paso ITS POE Paso Del Norte & Stanton St.

Task Description	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	Senior Engineering Technician	Engineering Technician	SENIOR CADD OPERATOR	CADD OPERATOR	ADMIN / CLERICAL (ENG)	TOTAL LABOR HOURS	TOTAL LABOR COST
3. Plans, Specifications and Estimates (PS&E)												
FC 162: Signing, Pavement Markings and Signalization												
Quantity of Summary Sheets			6	1	12	8	0	15			42	$ 3,621.96
General Notes and Specifications			1								1	$ 115.50
Signing layouts			2	8	12	15	0	32			69	$ 5,544.04
Pavement Markings Layout			6	12	8	24	0	36			86	$ 7,109.98
Street Names (not included)											0	$ -
Summary of Small Signs				2	2	4		12			20	$ 1,468.53
Guided Signs			2	4	4	8	0	4			22	$ 2,067.50
Special Signs-ITS.			3	6	6	12	0	15			42	$ 3,596.51
Thirty Intersection Details (not included)											0	$ -
Standards	0		1	4	4	1	0	12	0	0	22	$ 1,735.27
60% Design Submittal			1		1			2		1	5	$ 377.34
90% Design Submittal			1		2			6			9	$ 652.27
100% Design Submittal			1		2			10			13	$ 872.39
RTL Design Submittal	0		2		2			12			16	$ 1,097.94
HOURS SUB-TOTALS	**0**	**0**	**26**	**37**	**55**	**72**	**0**	**156**	**0**	**1**	**347**	
CONTRACT RATE PER HOUR	**$177.62**	**$119.04**	**$115.50**	**$113.09**	**$103.30**	**$93.85**	**$77.04**	**$55.03**	**$45.34**	**$48.48**		
TOTAL LABOR COSTS	**$0.00**	**$0.00**	**$3,003.03**	**$4,184.44**	**$5,681.61**	**$6,757.30**	**$0.00**	**$8,584.38**	**$0.00**	**$48.48**		**$28,259.23**
% DISTRIBUTION OF STAFF HOURS	**0.00%**	**0.00%**	**7.49%**	**10.66%**	**15.85%**	**20.75%**	**0.00%**	**44.96%**	**0.00%**	**0.29%**		
2. Downtown POE Phase 1 - Feasibility Study												
Preliminary Engineering Support												
Preliminary Engineering Support			6		8					4	18	$ 1,713.36
HOURS SUB-TOTALS	**0**	**0**	**6**	**0**	**8**	**0**	**0**	**0**	**0**	**4**	**18**	
CONTRACT RATE PER HOUR	**$177.62**	**$119.04**	**$115.50**	**$113.09**	**$103.30**	**$93.85**	**$77.04**	**$55.03**	**$45.34**	**$48.48**		
TOTAL LABOR COSTS	**$0.00**	**$0.00**	**$693.01**	**$0.00**	**$826.42**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$193.93**		**$1,713.36**
% DISTRIBUTION OF STAFF HOURS	**0.00%**	**0.00%**	**33.33%**	**0.00%**	**44.44%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**22.22%**		
TOTAL PROJECT HOURS	**0**	**0**	**32**	**37**	**63**	**72**	**0**	**156**	**0**	**5**	**365**	
PROJECT TOTALS	**$0.00**	**$0.00**	**$3,696.04**	**$4,184.44**	**$6,508.02**	**$6,757.30**	**$0.00**	**$8,584.38**	**$0.00**	**$242.42**		**$29,972.59**
TOTAL PROJECT % DISTRIBUTION OF STAFF HOURS	**0.00%**	**0.00%**	**8.77%**	**10.14%**	**17.26%**	**19.73%**	**0.00%**	**42.74%**	**0.00%**	**1.37%**		

VILLAVERDE INC.

PROJECT: City of El Paso ITS POE Paso Del Norte & Stanton St.

OTHER DIRECT EXPENSES

Other Direct Expenses	UNITS		RATE	
Lodging/Hotel (Taxes/fees not included)	0	night	96.00	$0.00
Lodging/Hotel Taxes/fees	0	night	40.00	$0.00
Meals (overnight stay required)	0	day	55.00	$0.00
Rental Car (Tax/fees not included)	0	day	90.00	$0.00
Rental Car Taxes/fees	0	day	25.00	$0.00
Rental Car fuel	0	day	25.00	$0.00
Mileage	240	mile	0.565	$135.60
SUV or ATV Rental	0	day	150.00	$0.00
Air Travel	0	each	675.00	$0.00
Parking	5	day	25.00	$125.00
Taxi/Cab fare	0	each	40.00	$0.00
Standard Postage (Current State rate)	0	letter	0.55	$0.00
Overnight express-letter size	0	each	15.00	$0.00
Overnight express-oversized box	0	each	40.00	$0.00
Courier Services	0	each	35.00	$0.00
8½"X11" B/W Paper Copies	0	each	0.20	$0.00
11"X17" B/W Paper Copies	0	each	0.40	$0.00
8½"X11" Color Paper Copies	0	each	0.75	$0.00
11"X17" Color Paper Copies	0	each	1.50	$0.00
CADD Plotting	0	linear foot	1.50	$0.00
Digital Ortho Plotting	0	linear foot	1.75	$0.00
Law Enforcement/Uniform Officer	0	hour/officer	80.00	$0.00
Notebooks	0	each	10.00	$0.00
Hazardous Materials Database Search	0	per search	600.00	$0.00
Report Binding	0	each	8.00	$0.00
Presentation Boards 30'X40" Color Mount	0	each	100.00	$0.00
Color Graphics on Foam Board	0	sq. ft.	10.00	$0.00
Custodian for Public Involvement	0	event	300.00	$0.00
Audio-Visual Equipment Rental (technicia	0	event	500.00	$0.00
Env. Field Supplies (lathes, stakes, flagging, spray paint, etc.)	0	day	50.00	$0.00
Translator (Engllish to Spanish)	0	hour	100.00	$0.00
Court Reporter	0	hour	125.00	$0.00
Newspaper Advertisement	0	each	4,000.00	$0.00
Plots (B/W on Bond)	0	linear foot	0.75	$0.00
Plots (Color on Bond)	0	linear foot	1.75	$0.00
Plots (Color on Photographic Paper)	0	linear foot	5.00	$0.00
Other Direct Expense Total				**$260.60**

ROMAN BUSTILLOS, P.E.
President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying
HECTOR MARTINEZ, P.E.
Associate Partner
TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

January 27, 2026

VIA E-MAIL: victor.delagarza@aecom.com

AECOM - El Paso
221 N. Kansas St.
El Paso, Texas 79901

Attn: Mr. Victor De La Garza, P.E.

Re: City of El Paso ITS at the PDN and Stanton Street Ports of Entry being South Stanton Street, South Kansas Street and South Mesa Street Rights-of Ways within Campbell Addition, City of El Paso, El Paso County, Texas
Proposal No. 2026-0102REV

Dear Mr. De La Garza:

We appreciate the opportunity to present to you our proposal for Professional Surveying and Engineering Services for the referenced project. The following are our proposed Scopes of Work based on the information received:

SCOPE OF WORK I (Utilities Coordination):

1. Coordinate design of proposed ITS infrastructure design with all affected utility companies and interested parties within the project area;
2. Verify utility lines, valves, covers, manholes, etc. from the different utility companies and interested parties during the preliminary design phase;
3. Meet with all affected utility companies and interested parties to discuss proposed ITS infrastructure design;
4. Maintain correspondence records with utility companies and interested parties including need and extent of relocation;
5. If a dispute/conflict arises, schedule meeting between the City of El Paso Project Manager and the utility company or interested parties to resolve the dispute;
6. Assist on behalf of the City of El Paso for request to utility companies or interested parties' relocation of utility lines that conflict with proposed ITS infrastructure improvements;
7. Coordinate relocation efforts with the utility companies and interested parties and advise them of the City of El Paso policy to minimize pavement cuts on new roadways so as to conduct relocation prior to potential pavement replacement as part of the proposed ITS infrastructure improvements;
8. Maintain correspondence records and meeting minutes that will be submitted to the City of El Paso with each design phase;
9. Submit all utility clearance letters from each utility company or interested parties by or before the 90% design phase; and
10. Complete all utility coordination prior to final design phase.

SCOPE OF WORK II (Survey):

1. Initiate a Texas 811 Call before you dig utility locating ticket for subject downtown streets;
2. Coordinate safety measures with traffic control contractor;
3. Locate and measure any horizontal/vertical survey control near downtown project streets;

4. Perform a topographic and improvement survey of approximately 875 linear feet of South Stanton Street Rights-of-Ways between Sixth Avenue and Stanton Port of Entry as shown on exhibit provided by the client and attached hereto;
5. Perform a topographic and improvement survey of approximately 875 linear feet of South Kansas Street Rights-of-Ways between Sixth Avenue and Olivas V Aoy Avenue (Eighth Avenue) as shown on exhibit provided by the client and attached hereto;
6. Perform a topographic and improvement survey of approximately 875 linear feet of South Mesa Street Rights-of-Ways between Sixth Avenue and Olivas V Aoy Avenue (Eighth Avenue) as shown on exhibit provided by the client and attached hereto;
7. Perform a topographic and improvement survey of approximately 750 linear feet of Sixth Avenue Rights-of-Ways between South Mesa Street and South Kansas Street as shown on exhibit provided by the client and attached hereto;
8. Perform a topographic and improvement survey of approximately 750 linear feet of Seventh Avenue Rights-of-Ways between South Mesa Street and South Kansas Street as shown on exhibit provided by the client and attached hereto;
9. Perform a topographic and improvement survey of approximately 750 linear feet of Olivas V Aoy Avenue (Eighth Avenue) Rights-of-Ways between South Mesa Street and South Kansas Street as shown on exhibit provided by the client and attached hereto;
10. Establish up to four (4) temporary benchmarks near said downtown project streets for use during construction activities;
11. Initiate a Texas 811 Call before you dig utility locating ticket for the ten (10) random arterial locations;
12. Coordinate safety measures with traffic control contractor to work on Txdot roads;
13. Locate and measure any horizontal/vertical survey control near the ten (10) random arterial locations;
14. Perform a topographic and improvement survey at four (4) random locations along Loop 375 or similar highway. Each location will include a topographic and improvement survey of a 200 feet wide area (100 feet on both sides of the proposed ITS equipment location) for the entire width of the highway right-of-way. Locations to be provided by the client at a later time;
15. Perform a topographic and improvement survey at six (6) random locations along Paisano Drive or similar arterial. Each location will include a topographic and improvement survey of a 200 feet wide area (100 feet on both sides of the proposed ITS equipment location) for the entire width of the arterial right-of-way. Locations to be provided by the client at a later time;
16. Establish two (2) temporary benchmarks at each of the ten (10) random arterial locations for use during construction activities;
17. Horizontal datum will be referenced to the Texas State Plane Coordinate System, Central Zone 4203, NAD 83 (2011) and will be scaled to surface;
18. Elevations will be referenced to the North American Vertical Datum of 1988, (NAVD88);
19. Topographic data will include roadway features, break lines, signs, pavement markings, walls, fences, trees, shrubs, and utility markings;
20. Prepare right-of-way, topographic and improvement base survey map with a one-foot contour interval; and
21. Deliver one (1) pdf and one (1) MicroStation DGN file of the right-of-way and topographic base map to AECOM.

EXEMPTIONS:

The following is excluded unless otherwise requested: boundary survey; metes and bounds description; survey control sheets; construction staking; as-built survey; Title Commitment; ALTA/NSPS Land Title Survey; subdivision plat; elevation certificate(s); rezoning application(s); special permit application(s); all permit and application submittal fees; landscaping and/or irrigation plans; illumination and electrical design; right-of-way staking; staking of new city monuments; verification of elevations for new city monuments;

traffic impact analysis or investigations; preparation of as-built plans; preparation of Storm Water Pollution Prevention Plan (SWPPP); implementation and monitoring of SWPPP through construction activities; city or county permit fees; TxDOT permit fees; filing fees; tax certificates; pavement design; fire access road design; parking lot design; grading and drainage plans; subdivision improvements design; sub-surface utility engineering and mapping; all fire suppression related coordination and improvement plans; ADA and TDLR review, construction commencement notification and inspection; any extended Construction Administrative services; one year warranty walk through; and any other item not specifically listed in the above scope of work.

COMPLETION:

Brock & Bustillos Inc. will complete the above scope of work I per project schedule.

Brock & Bustillos Inc. will complete the above scope of work II within forty-five (45) workdays after receiving notice to proceed.

BASIS OF COMPENSATION:

We propose that Brock & Bustillos Inc. be compensated based on a Lump Sum Amount of **$30,685.00** for the above Scope of Work I.

We propose that Brock & Bustillos Inc. be compensated based on a Lump Sum Amount of **$107,330.00** for the above Scope of Work II.

Charges for any additional work not listed in the above Scope of Work will be done in accordance with the attached "Other Terms and Conditions."

TERMINATION AGREEMENT:

This agreement may be terminated without cause at any time prior to completion of work by either ***"AECOM – El Paso"*** or ***Brock & Bustillos Inc.,*** by seven days' written notice to the other. Upon termination, ***"AECOM – El Paso"*** will owe ***Brock & Bustillos Inc***. for all compensation earned under this Agreement up to the date of termination.

ACCEPTANCE:

If this proposal meets with your approval, we will consider the receipt of one signed proposal as our authorization to proceed with the above Scope of Work. Please call if you have any questions concerning this proposal. We look forward to serving you on this project.

Sincerely,

BROCK & BUSTILLOS INC.



Sergio J. Adame, P.E.
Vice President Engineering

Attachment: (1) Other Terms & Conditions
(2) Downtown Streets Topo Limits Exhibit

AUTHORIZATION TO PROCEED

Name: _____

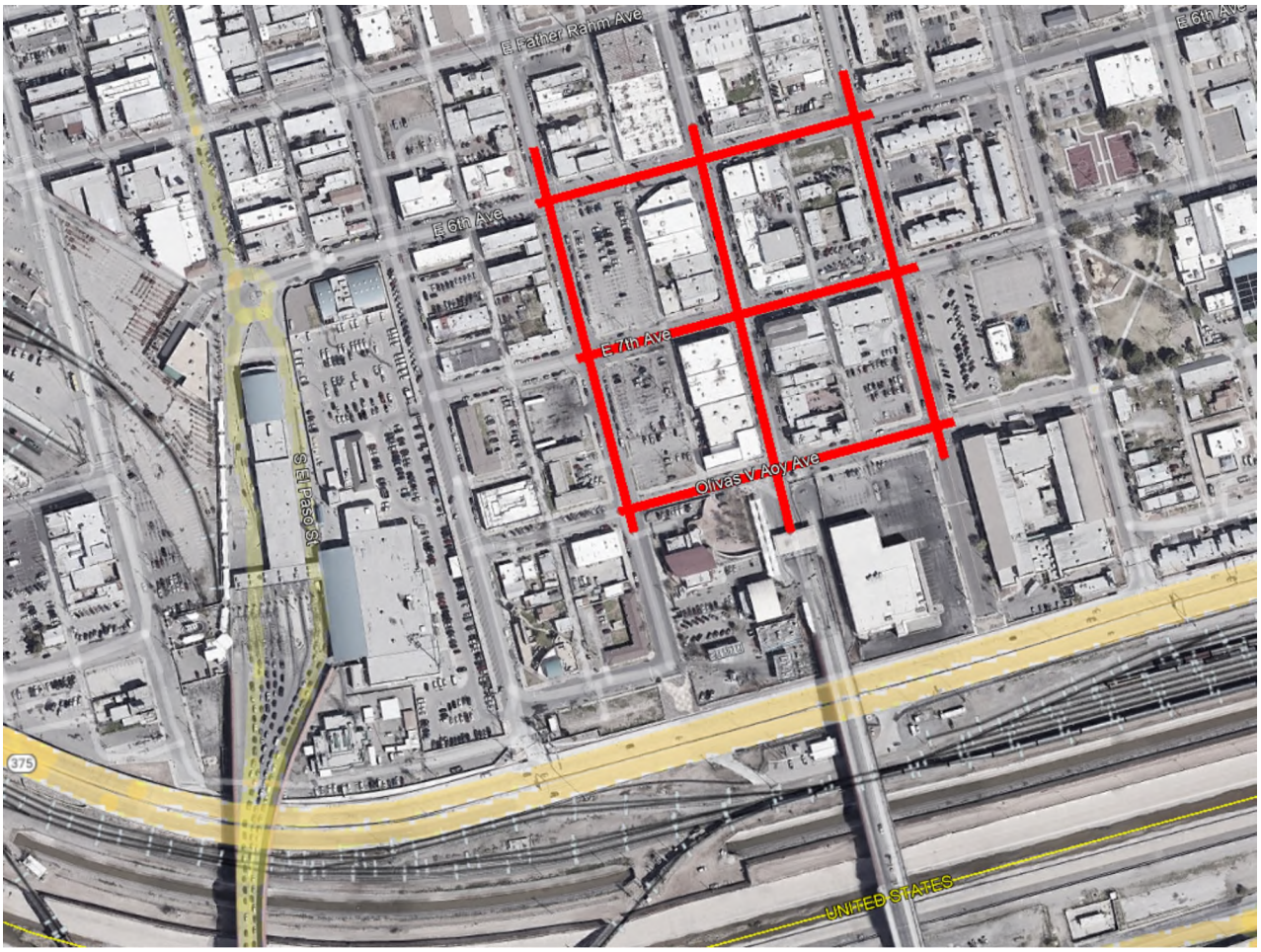
Title: _____

Signature: _____

Date: _____

P.O./REF. No.: _____

Downtown Streets Topo Limits Exhibit



JULIE ERICSON GEREDA
ARCHITECT / REGISTERED ACCESSIBILITY SPECIALIST.LLC

January 7, 2026

Mr. Victor De La Garza, P.E.
Vice President
Traffic/Planning Division Manager, Gulf Coast Transportation
AECOM
22 N. Kansas Street, Suite 902
El Paso, Texas 79901

RE: Proposal for TAS Registration, Plan Review and Inspection Services

Project Name:	ITS Infrastructure Improvements at the Paso Del Norte POE and Stanton POE International Ports of Entry
Project Address:	El Paso, Texas
Project Designer:	AECOM Estimated Cost of Construction: $ 5,000,000 to $10,000,000

Dear Mr. De La Garza,

Thank you for the opportunity to provide a proposal to provide you with the TAS Registration, Plan Review, and Inspection for the above referenced project.

Based on my standard fee schedule and the reported estimated construction cost between $5,000,000 and $10,000,000, my proposed fee is as follows:

TDLR FILING FEE:	$ 300.00
TAS PLAN REVIEW FEE:	$ 1,400.00
TAS INSPECTION FEE:	$ 1,400.00
TOTAL:	$ 3,100.00

Once my proposal is approved and payment is received, I am available to begin and complete the work. Inspection Fees are not due until the project construction is complete. Payment can be made by check mailed to the address below or electronically.

Please let me know if you have any questions, comments or concerns. I look forward to this opportunity to work with you. Thank you for this opportunity.

Sincerely,

Julie Ericson Gereda
Architect
Registered Accessibility Specialist

500 West University Avenue #363 El Paso, Texas. 79968. (915)588-6141 jagereda@gmail.com

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the **"2026-0135R Design Services for the El Paso Downtown International Ports ITS Design & Regional Integration Project"** hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.

2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under this Agreement.

3. The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.

4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with oversight and management of the Project within the allocated budget. The Owner's review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT/CONCEPT PHASE

1. Upon receipt of the Owner's written authorization to proceed with the **Report Phase**, the Consultant shall:

a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.

b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.

c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in

connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.

e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.

2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.

3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

The Consultant shall do the following:

1. Consult with the Owner to determine the Owner's requirements for the Project.

2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior,

Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.

4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.

5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.

7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.

8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.

9. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

PHASE II - PRE-FINAL DESIGN PHASE

The Consultant shall do the following separately:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities.

The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.

2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the **"Drawings,"** to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called **"Specifications."** These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.

3. Advise the Owner of any adjustment to the Consultant's previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant's cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor's method of pricing and that the Consultant's opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.

4. Prepare proposal forms.

5. As per Attachment "D", furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

The Consultant shall do the following:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.

2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility company comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.

3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.

4. As per Attachment "D", furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.

5. As per Attachment "D", furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.

6. Additional copies of the drawings and specifications beyond those identified in Attachment "D", required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

BIDDING PHASE

Upon receipt of Owner's written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.

2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.

3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.

4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment "D", deliver copies of all addenda to the Owner for appropriate action.

5. As identified in Attachment "A", assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all

bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.

6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner's request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.

2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

3. Unless otherwise stipulated in Attachment "A", Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.

4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.

6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.

8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.

9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The **"punch list"** shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.

10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.

11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.

12. Furnish the Owner one set of reproducible **(D format)** "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format.

13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.

14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.

15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.

17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.

18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.

19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.

20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.

21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.

22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.

23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the construction contractor's default under the construction contract due to delinquency or insolvency.

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.

25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT
GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.

2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.

3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.

4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.

5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.

2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.

3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

ATTACHMENT "D"
PAYMENT SCHEDULE

For the project known as **"2026-0135R Design Services for the El Paso Downtown International Ports ITS Design & Regional Integration Project"** hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **$1,428,414.89** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Payment to Consultant

Project Management and Administration	**$ 211,212.62**
Downtown POE Phase 1- Feasibility Study	**$ 434,421.75**
Downtown POE Phase 2	**$ 611,763.10**
Other Direct Expenses (Material/Subconsultant Markup)	**$ 171,017.42**
Total	**$ 1,428,414.89**

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

CONCEPT PHASE
The services called for in the Report Phase of this Agreement shall be completed concurrently with the preliminary design phase and **five (5) copies** of the Preliminary Study and Report shall be submitted within **30 consecutive calendar days** following the written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE
The services called for in **Phase I** of this Agreement shall be completed and **ten (10) copies** of any required documents and opinion of probable construction costs shall be submitted within **120 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five (5) copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE
The services called for in **Phase II** of this Agreement shall be completed and **ten (10) copies** the required documents and services shall be submitted within **90 consecutive calendar** days following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE
The services called for in **Phase III** of this Agreement shall be completed and **ten (10) copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **60 consecutive calendar** days following written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall

submit to Owner **Three (3) copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **ten (10) copies** of the final design documents and specifications for bidding to the Owner within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit **one (1) copy** of all addenda to the Owner for appropriate action within **four (4) months.**

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment "C" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within **eighteen (18) months** from the date of substantial completion.

ATTACHMENT "E"
INSURANCE CERTIFICATE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh Risk & Insurance Services
CA License #0437153
633 W. Fifth Street, Suite 1200
Los Angeles, CA 90071
Attn: LosAngeles.CertRequest@Marsh.Com
CN101348564-STND-GAUE-25-26

CONTACT NAME: Marsh | U.S. Operations
PHONE (A/C, No, Ext): 866-966-4664 **FAX (A/C, No):** 212-948-0533
E-MAIL ADDRESS: LosAngeles.CertRequest@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : N/A	N/A
INSURER C : Illinois Union Insurance Co	27960
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
AECOM
AECOM Technical Services
221 N. Kansas, Suite 902
El Paso, TX 79901

COVERAGES **CERTIFICATE NUMBER:** LOS-002849971-01 **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 X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		HDO G48971714	04/01/2025	04/01/2026	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
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		ISA H11370494	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
	UMBRELLA LIAB [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $	
A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLR C72792300 (AOS) SCF C72792312 (WI Retro)	04/01/2025 04/01/2025	04/01/2026 04/01/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	2,000,000 2,000,000 2,000,000
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 005 "CLAIMS MADE"	04/01/2025	04/01/2026	Per Claim/Agg Defense Included		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re Design Services for the El Paso Downtown International Ports ITS Design & Regional Integration Project. Solicitation #2026-0135R. 04191911.2092
City of El Paso is named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured and where required by written contract

CERTIFICATE HOLDER
City of El Paso
Yvette Hernandez, P.E.
City Engineer
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
Marsh Risk & Insurance Services

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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	Victor De la Garza
Business Name	Vice President
Agenda Item Type	Design Services for the El Paso Downtown International Ports ITS Design & Regional Integration Project
Relevant Department	Capital Improvement

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: 11/14/2025