Renard U. Johnson
Mayor

Dionne Mack
City Manager

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

***** REVISED *****

AGENDA FOR THE REGULAR COUNCIL MEETING

July 07, 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: 819-158-096#

Notice is hereby given that a Regular Meeting of the City Council of the City of El Paso will be conducted on July 7, 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: 819-158-096#

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

For Call to the Public:

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

To Speak on Agenda Items:

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

9:00 A.M. PLEDGE OF ALLEGIANCE

At the Invitation of City Representative Lily Limón

Abigail Holguin
Rebekah Holguin
Julianna Fierro
Kennedy Christian Medina
Xavier Monsisvais
Diego Luis Macias

MAYOR'S PROCLAMATIONS

Grammy Winner Zuill Bailey and 25 Years with El Paso Pro-Musica Day

Bill of Rights Day

Westside Regional Command Center - Command Center of the Year

Sylvia Talley Day: Celebrating 30 Years of Service to the Center Against Sexual and Family Violence (CASFV)

10:00 A.M. ROLL CALL

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

INVOCATION BY EL PASO FIRE DEPARTMENT CHAPLAIN, CAPTAIN ISAAC SATTELMEIER

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 June 9, 2026, and June 23, 2026, the Special City Council Meetings of June 3, 2026, and June 23, 2026. **26-0802**

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

CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

2. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS **26-0053**

CONSENT AGENDA - RESOLUTIONS:

3. A Resolution authorizing the Mayor to sign an Interlocal Agreement between the City of El Paso, by and through the El Paso Police Department, the El Paso County District Attorney, and El Paso MHMR d/b/a Emergence Health Network hereinafter known as “EHN”, for the provision, administration, and establishment of Diversion Center Services to El Paso County residents experiencing mental health/substance abuse crisis. The term of this agreement is for 2 years with one auto renewal for one year unless written notice to terminate is provided by either party of this agreement. **26-0775**

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

4. That the Solid Waste liens on the attachment posted with this agenda be approved (see Attachment A). **26-0739**

Districts 2, 5, 7, and 8
Environmental Services Department, Nicholas Ybarra, (915) 212-6000

5. A Resolution that the Mayor is authorized to sign the Amended Interlocal Agreement between the City of El Paso and the Texas Department of State Health Services for the testing of milk and dairy. **26-0779**

All Districts

Public Health, Veerinder Taneja, (915) 212-6500

6. A Resolution that the City Council approve the payment in the amount of $200,000.00 associated with the costs relating to the project and a $25,000 annual fee for the Laboratory Information Management System needed to continue the Master Agreement with the Paso Del Norte Health Information Exchange and that the City Manager or designee be authorized to sign any related paperwork to pay the outstanding invoices and authorize budget transfers necessary to effectuate the payment of the outstanding invoices. **26-0780**

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

7. A Resolution that the City Council ratify the outstanding amounts of $41,200.00 and $75,000.00 associated with the costs relating to the annual fees for the Health Information Exchange and the Electronic Medical Record needed to continue the Master Agreement with the Paso Del Norte Health Information Exchange and that the City Manager or designee be authorized to sign any related paperwork to pay the outstanding invoices and authorize budget transfers necessary to effectuate the payment of the outstanding invoices. **26-0781**

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

CONSENT AGENDA - SPECIAL APPOINTMENT:

8. That Grant Funded Program Director, Joaquin Rodriguez, be appointed as a representative for the El Paso International Airport to the Transportation Policy Board (TPB) for the Metropolitan Planning Organization to replace former Aviation Director Tony Nevarez, effective immediately. **26-0815**

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

CONSENT AGENDA - BOARD APPOINTMENT:

9. Marina Monsisvais to the Greater El Paso Civic, Convention and Tourism Advisory Board by Representative Josh Acevedo, District 2. **26-0823**

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

CONSENT AGENDA - NOTICE FOR NOTATION:

Goal 6: Set the Standard for Sound Governance and Fiscal Management

10. For Notation Only, Delinquent Hotel Occupancy Tax Report as of May 31, 2026. **26-0723**

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

11. For notation only, constituent education initiatives and community events and programs within District 3 in the period of November 1st, 2025 to July 6th, 2026, Special Projects such as The Pothole Patrol, Ability Fellows, nursing home donations, Thanksgiving donations, neighborhood association event sponsorships, community forum on mental health, Elks Lodge community outreach donations and civic engagement Trivia Nights. **26-0821**

District 3
Members of the City Council, Representative Deanna Maldonado-Rocha, (915) 212-0003

CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:

For notation pursuant to Section 2.92.080 of the City Code:

12. Receipt of campaign contributions by Representative Alejandra Chávez in the amount of $1,000.00 from Ryan McCrory. **26-0818**

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

CONSENT AGENDA - BIDS:

13. To award Task Order 3V-1 for Solicitation 2024-0124 Galatzan Recreational Center Gym Roof Improvements to Veliz Construction for a total estimated award of $572,005.33. Approval will allow the City to proceed with planned roofing improvements that expand operational life of the building and increase public safety operational efficiency in District 8. **26-0782**

District 8
Streets and Maintenance, Randy Garcia, (915) 212-7066

REGULAR AGENDA - FIRST READING OF ORDINANCES:

INTRODUCTION OF ORDINANCES PURSUANT TO SECTION 3.9 OF THE EL PASO CITY CHARTER:

Public comment typically is not taken during the first reading of ordinances. Public comments are invited at the date of the scheduled public hearing.

Public Hearings will be held as part of the regular City Council meeting that begins at approximately 10:00 a.m. or shortly thereafter. All interested persons present shall have an opportunity to be heard at that time. After the public hearings, Council may also delay taking action on Ordinances; no requirement is made by Section 3.9B of the El Paso City Charter to publish any further notice. Copies of all Ordinances are available for review in the City Clerk's office, 300 N. Campbell, Monday through Thursday, 7:00 a.m. to 6:00 p.m. and on Friday, 8:00 a.m. to 12:00 p.m.

14. An Ordinance authorizing the conveyance of Real Property owned by the City of El Paso to Flor Maria Chacon, for the purchase price of $49,000.00; such real property legally described as portion of Lots 18 and 19, Block 6, Alameda **26-0762**

Acres, City of El Paso, El Paso County, Texas.

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

PUBLIC HEARING WILL BE HELD ON JULY 21, 2026

15. An Ordinance granting a Special Privilege License to Wiley Condominium Association to permit the existing aerial encroachment of a perpendicular sign and three (3) exhaust fans, and the surface encroachment of three (3) backflow water preventers, all within a portion of City Right-of-way at 1125 Texas Avenue, El Paso, Texas: setting the License term for five (5) years with one (1) renewable five (5) year term. **26-0793**

Subject Property: 1125 Texas Avenue
Applicant: Wiley Condominium Association
Case Number: PSPN25-00005

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

PUBLIC HEARING WILL BE HELD ON JULY 21, 2026

16. An Ordinance authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest to Miguel Gallo, to the following and described parcel: **26-0764**
4.0 acres out of Tract 5-A nka Tract 5-Z, Block 11 Lower Valley Surveys, being more particularly described as Parcel B in Volume 470, Page 1306, Deed Records of El Paso County, Texas.
In accordance with Section 34.05 (h) of the Tax Code, Section 34.05 (h) permits the City to sell a property for the total amount of the judgment and the sale of the property does not require the consent of each taxing entity entitled to receive proceeds from the sale.

All Districts
Tax Office, Maria O. Pasillas, (915) 212-0106

PUBLIC HEARING WILL BE HELD ON JULY 21, 2026

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

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

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

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

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

19. An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV - Speed Limits), Subsection E (Thirty Miles Per Hour), to add Item: 6. Northern Pass Drive from North Desert Boulevard to Resler Drive and to add Item: 7. Northwestern Drive From Trade Center Avenue to Desierto Rico Avenue; and an Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), 12.88.150 (Schedules XIV - Speed Limits), Subsection F (Thirty-five Miles Per Hour), to delete Item: 98. Northern Pass Drive, between Desert North Boulevard and Helen Of Troy Drive and to add Item: 111. Northern Pass Drive from Resler Drive to Helen of Troy Drive; and an Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV - Speed Limits), Subsection G (Forty Miles Per Hour) to delete Item: 34. Northwestern Drive From Transmountain Road (Loop 375) to 500 feet South of Westport Drive and to add Item: 47. Northwestern Drive from Transmountain Road (Loop 375) to Trade Center Avenue. The penalty as provided in 12.84.010 of the El Paso City Code. **26-0740**

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

20. An Ordinance terminating the Pinnacle Media, LLC, non-exclusive franchise to place benches at bus stops on City right of way pursuant to the El Paso City Code that was granted by Ordinance 018002; the penalties being as provided in Section 13.20.110 of the El Paso City Code. [POSTPONED FROM 06-09-2026] **26-0662**

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

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

21. Discussion and action on a Resolution approving the expenditure of District 8 and District 6 discretionary funds, in an amount not to exceed a total of $15,000.00 for costs associated with aesthetic improvements and installations at Pride Square. **26-0816**

District 8
Members of the City Council, Representative Chris Canales, (915) 212-0008
Members of the City Council, Representative Art Fierro, (915) 212-0006

22. Discussion and action to authorize the expenditure of District 6 discretionary **26-0817**

funds, in an amount not to exceed $800.00, to fund Representative Art Fierro's attendance to the National Association of Latino Elected Officials Educational Fund Annual Conference in Los Angeles, California, from July 13, 2026, through July 16, 2026, which serves the municipal purpose of setting the standard for sound governance.

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

23. Discussion and action to direct the City Manager, in coordination with the City Attorney, to amend the City of El Paso's 90th Session State Legislative Agenda to include advocacy for sustainable state funding during the upcoming biennium to support the operational costs, staffing, and service delivery of the recently announced Behavioral Health East Campus, a community-based crisis behavioral health facility to be operated by Emergence Health Network (EHN) and located within the City of El Paso. Such advocacy shall support the expansion of crisis behavioral health services for youth and adults and help ensure the long-term success and sustainability of the facility. **26-0819**

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

24. Discussion and action directing the City Attorney, in collaboration with the City Manager as necessary, to prepare and present for City Council consideration an ordinance and accompanying resolution requiring that any virtual currency kiosk (commonly known as a cryptocurrency ATM) operated, maintained, or placed within the City of El Paso include clear, conspicuous physical and interactive digital disclosures identifying common consumer fraud risks, confirming user intent, and explicitly stating that the transaction is private and not affiliated with or endorsed by any government entity, law enforcement agency, or public utility provider. The proposed ordinance and resolution shall, at a minimum, include the following parameters: **26-0820**

1) Require that both the physical signage and interactive digital screens include language stating substantially the following in bold, high-contrast text:
"WARNING: FRAUD ALERT. Transactions made at this kiosk are instant and completely irreversible. Government agencies (such as the IRS, FBI, or Social Security Administration), law enforcement, and utility companies (such as El Paso Water or El Paso Electric) will NEVER instruct you to deposit cash or transfer cryptocurrency to clear an arrest warrant, pay back taxes, or prevent service disconnection. If you are currently on the phone with someone telling you to use this machine, HANG UP IMMEDIATELY. You are likely being scammed."

2) Require that the physical disclosure:
(a) Be printed on a placard no smaller than 8.5 by 11 inches;
(b) Be constructed of durable, tamper-resistant material or placed in a durable, tamper-resistant frame;
(c) Be permanently and securely affixed directly to the front face of the kiosk chassis or positioned prominently at eye level immediately adjacent to the terminal; and
(d) Utilize a contrasting color scheme (such as black text on a bright yellow or white background) with a font size no smaller than 24-point for headings and

16-point for body text to ensure maximum legibility.

3) Require that the kiosk's digital user interface deploy a localized, geofenced software block that triggers automatically whenever a user attempts a transaction within El Paso city limits. The interface must:
(a) Display the full fraud disclosure warning screen prior to allowing a user to scan a wallet QR code, enter an address, or insert any fiat currency;
(b) Feature a mandatory, un-skippable 15-second countdown timer during which the "Continue," "Accept," or "I Agree" buttons remain entirely grayed out and unclickable; and
(c) Require affirmative user interaction via a checkbox confirming that the user owns the destination wallet, is not acting under duress, and has read the fraud warning.

4) Require that all disclosures appear concurrently in both English and Spanish with equal clarity, size, and prominence. The ordinance shall include a Spanish-language version of the disclosure as guidance, such as:
"ADVERTENCIA: ALERTA DE FRAUDE. Las transacciones realizadas en este quiosco son instantáneas y completamente irreversibles. Las agencias gubernamentales, la policía y las empresas de servicios públicos NUNCA le indicarán que deposite efectivo o transfiera criptomonedas. Si está hablando por teléfono con alguien que le dice que use esta máquina, CUELGUE INMEDIATAMENTE. Es probable que lo estén estafando."

The ordinance shall further require that when a kiosk's software interface offers transactions in any language other than English or Spanish, the fraud disclosure screen must also automatically display in that chosen language via a correct, clear, and accurate translation.

5) Establish that a person or entity commits a violation if they operate a non-compliant virtual currency kiosk, or if they own, lease, or manage a brick-and-mortar retail property (such as a convenience store, gas station, or smoke shop) that hosts a non-compliant kiosk on their premises. This dual-liability structure ensures that local property hosts share a legal obligation to verify that the machines on their floors remain compliant.

6) Establish a structured, graduated enforcement mechanism focused on swift consumer protection compliance, utilizing Code Enforcement and the El Paso Police Department:
(a) An initial written notice of non-compliance specifying the precise deficiency (e.g., missing sign, broken digital timer) with a strict 48-hour window to cure the violation;
(b) Civil and administrative penalties of up to $500 per day for subsequent or uncured violations, calculated per machine, per day; and
(c) Class C misdemeanor enforcement only in cases of repeated, willful non-compliance following the expiration of the cure window, or where an operator intentionally alters the required text to minimize or obscure the fraud warnings.

7) Explicitly clarify that the ordinance applies strictly to the physical manner of business operation, public safety disclosures, and consumer protection signage within the City's inherent police powers. The ordinance shall not attempt to

license, prohibit, tax, or restrict the underlying electronic financial transmission or virtual currency exchange mechanism, thereby preserving the state's sole regulatory jurisdiction under the Texas Money Services Act and preventing state preemption challenges.

8) Include in the ordinance's recitals thorough findings detailing:
(a) The rapid local surge in cryptocurrency ATM financial fraud, elder financial abuse, and telephone imposter scams within El Paso;
(b) The irreversible nature of virtual currency transactions which strips local victims of traditional banking fraud recourse;
(c) The City's compelling interest in deploying immediate, highly visible physical and digital interventions at the exact point of the financial transaction to alert vulnerable residents before life savings are lost; and
(d) The legal framework confirming the City's use of local police powers to regulate consumer transparency without impeding state-regulated banking operations.

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

25. Discussion and action to direct the City Manager, or designee, to deprogram the "Piedras St. Reconstruction Phase 2" Project due to potential impacts to neighboring businesses. Further that the City Manager, or designee, be authorized to make necessary cash budget transfers and execute any and all necessary documents to transfer the remaining funding to the Unprogrammed Project Balances Fund. **26-0822**

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

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

26. Presentation and discussion on motion from City Council on May 12, 2026, Directing the City Manager, in coordination with the City Attorney, to: **26-0715**

(1) Prepare and present to City Council a comprehensive overview of Driving While Intoxicated (DWI) date in the City of El Paso within 45 days and
(2) Develop a citywide Anti-DWI Strategy and return to City Council with recommendations within 90 days.

All Districts
Police, Executive Assistant Chief Zina Silva, (915) 212-4306

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

27. Discussion and action on the award of Solicitation 2026-0127 Janitorial Services - Libraries to Ace Government Services, LLC for an initial term of three (3) years for an estimated amount of $1,843,218.00. The award also includes a two (2) year option for an estimated amount of $1,228,812.00. The total contract time is for five (5) years for a total estimated amount of $3,072,030.00. **26-0797**

Department:	Library
Award to:	Ace Government Services, LLC
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	$614,406.00
Initial Term Estimated Award:	$1,843,218.00
Option Term Estimated Award:	$1,228,812.00
Total Estimated Award	$3,072,030.00
Account(s)	453-1000-53030-522060 453-1000-53050-522060 453-1000-53060-522060 453-1000-53070-522060 453-1000-53080-522060 453-1000-53090-522060 453-1000-53100-522060 453-1000-53110-522060 453-1000-53120-522060 453-1000-53130-522060 453-1000-53140-522060 453-1000-53160-522060 453-1000-53310-522060 453-1000-53311-522060
Funding Source(s):	Maintenance Services Contract - Janitorial
District(s):	All

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

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

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

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

All Districts
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Libraries, Norma Martinez, (915) 212-3200

REGULAR AGENDA - OTHER BUSINESS:

28. Discussion and action on a Resolution authorizing the Mayor to sign a First **26-0783**

Amendment to the Interlocal Agreement dated October 14, 2025 by and between the City of El Paso and the El Paso Downtown Management District to amend Article IX of the Agreement by adding Section 9.6 Grant Program Task Orders.

District 8
Economic and International Development, Karina Brasgalla, (915) 212-0094

29. Discussion and action on a Resolution approving Task Order 2026-01, allocating Tax Increment Reinvestment Zone No. 5 ("TIRZ #5") funds in an amount up to $1,000,000 for the purposes of funding the matching grant obligations under the Task Authorization and the La Popular Commercial Façade Improvement Grant, and authorizing the City Manager, or designee, to execute the Task Authorization on behalf of the City including any necessary budget transfers or amendments. **26-0796**

District 8
Economic and International Development, Karina Brasgalla, (915) 212-0094

30. Discussion and action on the results of the El Paso International Airport - Accounts Payable Follow-Up Audit A2026-03. **26-0792**

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

31. Discussion, consideration, and action to approve a Resolution pursuant to Texas Government Code, Section 2206.053, authorizing the use of eminent domain to condemn the property described below, comprised of 3.095 acres, and owned by Transmountain 54, LLC, in order to acquire the property in fee simple for use in the Resler Drive extension project, which is part of the 2022 Community Progress Bond: A portion of Tract 1-A, Nellie D Mundy Survey 243, Abstract 10037, City of El Paso, El Paso County, Texas. **26-0791**

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

EXECUTIVE SESSION

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

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

Section 551.089 DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS; CLOSED MEETING

ADJOURN

NOTICE TO THE PUBLIC:

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

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

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

http://www.elpasotexas.gov/

File #: 26-0802, **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 June 9, 2026, and June 23, 2026, the Special City Council Meetings of June 3, 2026, and June 23, 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

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

……

9:00 A.M. PLEDGE OF ALLEGIANCE

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

Acelan Roque
Amarae Esparza
Zoe Cedillo

……

MAYOR'S PROCLAMATIONS

Aphasia Awareness Month

Northeast Rotary Club: United for Good

Responsible Fatherhood Month

Rebuilding Together – She Builds Day

Amyotrophic Lateral Sclerosis (ALS) Awareness Month

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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 U. Johnson was present and presiding, and the following Council Members answered roll call: Alejandra Chávez, Josh Acevedo, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Ivan Niño, Art Fierro, Lily Limón, and Chris Canales. Early departure: Josh Acevedo at 9:12 p.m.

……

INVOCATION BY EL PASO POLICE SENIOR CHAPLAIN DAVID MAYFIELD

……

PUBLIC COMMENT ON CONSENT AGENDA AND REGULAR AGENDA ITEMS

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The following members of the public commented:

1. Mr. Michael Clark – Item 35
2. Ms. Elizabeth Terrazas – Item 39
3. Mr. Steffen Poessiger – Item 39

……

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

……

The following members of the public commented:

1. Ms. Claudia Contreras Siller
2. Ms. Elizabeth Crawford
3. Mr. William Cobb
4. Mr. Marco Sanchez
5. Mr. Jonathan Davis
6. Ms. Victoria Quiniola
7. Ms. Patricia Osmond

……

NOTICE TO THE PUBLIC

……

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

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

……

1. *Motion made, seconded, and unanimously carried to **APPROVE** the Minutes of the Regular City Council Meeting of May 26, 2026, and the Work Session of May 27, 2026.

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CONSENT AGENDA – REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

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

……

CONSENT AGENDA – RESOLUTIONS:

……

3. ***Motion made, seconded, and unanimously carried to **POSTPONE FOR TWO WEEKS** the Resolution adopting the El Paso Museum of Art revised Code of Ethics and authorizing its implementation by the City of El Paso Museums and Cultural Affairs Department.

……

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

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

……

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

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

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

……

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

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

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

……

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

……

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

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

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

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

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

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

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

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

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

……..…….

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, CEBALLOS MARIO A H & PEREZ CRISTINA A, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

5004 Jardines Pl, more particularly described as Lot 6 (13334.44 Sq Ft), Block 2, Jardines Del Valle Subdivision, City of El Paso, El Paso County, Texas, PID #J188-999-0020-0600

to be $344.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 14th day of October, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY FOUR AND 00/100 DOLLARS ($344.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ALDACO ALICIA C R, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

3206 Louisville Ave, more particularly described as W 22.5 Ft Of
56 & E 15 Ft Of 57 (4500.00 Sq Ft), Block 11, Altura Park Subdivision, City of El Paso, El Paso County, Texas, PID #A520-999-0110-6300

to be $431.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th day of January, 2025, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED THIRTY ONE AND 00/100 DOLLARS ($431.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, DIONICIO AALLISON, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

3514 Clifton Ave, more particularly described as Lot 24 & W 18 Ft Of 23 (6020 Sq Ft) (6020.00 Sq Ft), Block 112, East El Paso Subdivision, City of El Paso, El Paso County, Texas, PID #E014-999-1120-7600

to be $2,073.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 24th day of December, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount TWO THOUSAND SEVENTY THREE AND 00/100 DOLLARS ($2,073.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, CHAVEZ FERNANDO, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

3628 Wickham Ave, more particularly described as Lots 31 & 32 (10800 Sq Ft), Block 74-D, Logan Heights Subdivision, City of El Paso, El Paso County, Texas, PID #L447-999-074D-9200

to be $498.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 8th day of January, 2025, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED NINETY EIGHT AND 00/100 DOLLARS ($498.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, LOPEZ GLORIA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

3626 Hayes Ave, more particularly described as Lots 13 & 14 & E 1/2 Of 15 7500 Sq Ft, Block 126, Morningside Heights Subdivision, City of El Paso, El Paso County, Texas, PID #M794-999-1260-4600

to be $431.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 21st day of January, 2025, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED THIRTY ONE AND 00/100 DOLLARS ($431.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ARCE LUIS & ANAYSA V, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

4625 Robert Holt Dr, more particularly described as Lot 16 (5722.04 Sq Ft), Block 31, Castner Heights #8 Subdivision, City of El Paso, El Paso County, Texas, PID #C231-999-0310-1600

to be $404.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 5th day of December, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FOUR AND 00/100 DOLLARS ($404.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, CARDER CRUZ M, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

5103 Branon Dr, more particularly described as Lot 23, Block 10, Milagro Hills #1 Subdivision, City of El Paso, El Paso County, Texas, PID #M425-999-0100-8900

to be $344.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 18th day of October, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY FOUR AND 00/100 DOLLARS ($344.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

Ms. Patricia Osmond, citizen, commented.

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

WHEREAS, **Paseo Del Norte Penny Farthing Club** (hereinafter referred to as "Grantee") has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of rights-of-way within the City of El Paso's (hereinafter referred to as "the City") for the **Desert Mountains "Ordinary" Bicycle Race** **from 8:00 am to 12:00 pm on Sunday, June 28, 2026.** (hereinafter referred to as the "Event"); and

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

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

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

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

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

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

That the closure of rights-of-way within the City of El Paso for the **Desert Mountains "Ordinary" Bicycle Race from 5:00 am to 1:30 pm on Sunday, June 28, 2026,** serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of **Mesa Street** upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

……

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

……

12. *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 Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and Village of Vinton, Texas, for a term of one year and will automatically renew for a term of one year, each year for the provision of public health, code enforcement and environmental services by the City of El Paso to Village of Vinton, for which Village of Vinton

shall pay to the City of El Paso an annual amount of TWENTY-EIGHT THOUSAND SIX HUNDRED THIRTY- SIX DOLLARS AND NO/100 ($28,636.00).

……..……

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

……..……

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

……..……

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

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

That the City Council approves the appointment of Hector I. Ocaranza, M.D., as the local health authority for a two-year term, pursuant to Section 121.033 of the Texas Health and Safety Code, and delegates the authority to City Manager to sign the Certificate of Authority for a Health Authority and all related agreements and forms required by the Department of State Health Services of the State of Texas. The total compensation of the health authority is set at $75,000.00 per year for services rendered for that two-year term, except that in the event the World Health Organization declares a pandemic, and the El Paso City/County EP-PIA and Basic Plan are activated, compensation shall be set at a rate of $10,000.00 every two weeks until such time as the Basic Plan and/or EP-PIA are deactivated.

……..……

CONSENT AGENDA – BOARD RE-APPOINTMENTS:

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16. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Ken Gorski to the Greater El Paso Civic, Convention and Tourism Advisory Board by Representative Chris Canales, District 8.

……..……

17. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Daniel James Veale to the Greater El Paso Civic, Convention and Tourism Advisory Board by Mayor Renard U. Johnson.

……..……

CONSENT AGENDA – BOARD APPOINTMENTS:

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18. *Motion made, seconded, and unanimously carried to **APPOINT** Carla V. Monsisvais to the Historic Landmark Commission by Representative Lily Limón, District 7.

19. *Motion made, seconded, and unanimously carried to **APPOINT** Russell Helsabeck-Ochoa to the Museums and Cultural Affairs Advisory Board by Representative Lily Limón, District 7.

20. *Motion made, seconded, and unanimously carried to **APPOINT** Ulises Estrada to the Zoning Board of Adjustment, as a regular member, by Representative Lily Limón, District 7.

21. *Motion made, seconded, and unanimously carried to **APPOINT** Julieta E. Urias to the Veterans Advisory Committee by Representative Lily Limón, District 7.

CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:

22. *Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions of five hundred dollars or greater by Arturo R. Alluin, candidate for District 8, in the amounts of $1,000 from Alejandra Nuno, $1,000 from Richard Zooel Sanchez Muñoz, $15,000 from Arturo R. Alluin, $1,000 from Keli Griffin, $1,000 from Paul and Suzanne Dipp, $1,000 from James Arthur Lyle Tod, $1,000 from Tiffini Barraza, $1,000 from Carlos Gallardo, $500 from Elsa Borrego, $1,000 from Melanie Bailey & Kenneth Bailey, $1,000 from Patricia Quiñonez Gomez, $1,000 from Karla G. Alba, $1,000 from Ana Laura Perez Lara, $1,000 from Sylvia B. Miner, $1,000 from Antonio Beltran, and $1,000 from Saida Rayas.

CONSENT AGENDA – BEST VALUE PROCUREMENT:

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

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

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

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

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

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

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REGULAR AGENDA – FIRST READING OF ORDINANCES:

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

……

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

……

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

Representative Canales commented.

Ms. Patricia Osmond, citizen, commented.

……

PUBLIC HEARING WILL BE HELD ON JUNE 23, 2026, FOR ITEMS 24 AND 25

……

26. *Motion made, seconded, and unanimously carried to **POSTPONE FOR TWO WEEKS** the introduction of an Ordinance terminating the Pinnacle Media, LLC, non-exclusive franchise to place benches at bus stops on City right of way pursuant to the El Paso City Code that was granted by Ordinance 018002; the penalties being as provided in Section 13.20.110 of the El Paso City Code.

……

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

……

27. ORDINANCE 019879

The City Clerk read an Ordinance entitled: **AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO INVESTOR EDGE LIMITED CO., FOR THE PURCHASE PRICE OF $840,500.00; SUCH REAL PROPERTY LEGALLY DESCRIBED AS: A PORTION OF LOTS 11 THROUGH 17, BLOCK**

5, GOLDEN HILL ADDITION, ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3, PAGE 35, PLAT RECORDS OF EL PASO COUNTY, TEXAS.

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

Representative Canales commented.

Ms. Patricia Osmond, citizen, commented.

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

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

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

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

29. *Motion made, seconded, and unanimously carried to **POSTPONE TWO WEEKS** the public hearing of an Ordinance changing the zoning of a portion of Tract 6, Laura E. Mundy Survey No. 237, City of El Paso, El Paso County, Texas, from R-5/c (Residential/conditions to C-3/c (Commercial/conditions) and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

30. **ORDINANCE 019880**

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF LOTS 1 THROUGH 10, BLOCK 28, ALEXANDER ADDITION, 1401 N. MESA STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM A-3 (APARTMENT) TO C-1**

(COMMERCIAL), AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Mayor Johnson verbally disclosed a campaign contribution received from the applicant.

Representative Canales commented.

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

……

31. *Motion made, seconded, and unanimously carried to **POSTPONE TWO WEEKS** the public hearing of an Ordinance changing the zoning of Tracts 2A6, 2A6B, 2C2 and 2B2, Block 1, Ysleta Grant, City of El Paso, El Paso County, Texas from A-O/sc (Apartment/Office/special contract) to C-4/sc (Commercial/special contract). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

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32. *Motion made, seconded, and unanimously carried to **POSTPONE TWO WEEKS** the public hearing of an Ordinance amending the Future Land Use Map (FLUM) contained in "Plan El Paso" for the properties legally described as Tracts 2A6, 2A6B, 2C2 and 2B2, Block 1, Ysleta Grant, City of El Paso, El Paso County, Texas, from O-3, Agriculture to G-7, Industrial and/or Railyards.

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

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33. *Motion made, seconded, and unanimously carried to **POSTPONE TWO WEEKS** the public hearing of an Ordinance changing the zoning of Tract 17-C-119, Section 8, Block 79, Township 3 Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas from R-3 (Residential) to C-1 (Commercial), and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

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REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL:

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

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

The following City staff members commented:

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

Ms. Patricia Osmond, citizen, commented.

Mr. James Miers submitted a statement to be entered into the record in support of the item.

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

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

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

WHEREAS, the City of El Paso (the "City") recognizes the rapid growth of short-term rental properties, including those advertised through platforms such as Airbnb, Vrbo, and similar lodging marketplaces; and

WHEREAS, revenues generated from hotel occupancy taxes ("HOT") may be utilized in accordance with Texas law to support tourism, convention activities, arts, cultural programs, and other legally authorized purposes; and

WHEREAS, short-term rentals provide lodging accommodations similar to hotels, motels, and traditional hospitality businesses operating within the City; and

WHEREAS, Title 3, Chapter 3.12 of the El Paso City Code provides for the collection of HOT; and

WHEREAS, the Texas Legislature passed H.B. 1905 (2015) amending Section 156.001(b) of the Texas Tax Code to provide that "For the purposes of the imposition of a hotel occupancy tax under this Chapter, Chapter 351 or 352, or other law, "hotel" includes a short-term rental"; and

WHEREAS, collecting HOT on short-term rentals ensures equitable tax collection among all lodging providers; and

WHEREAS, the City Council finds it necessary and in the public interest to collect HOT from short-term rental operators within the City.

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

THAT the City shall begin collecting HOT on Short Term Rentals no earlier than ninety (90) days and no later than (180) days from the date of this Resolution.

Representatives Chávez, Maldonado-Rocha, Fierro, and Canales commented.

The following City staff members commented:

- Mr. Robert Cortinas, Chief Financial Officer
- Mr. Russell Abeln, Senior Assistant City Attorney
- Mr. Ben Fyffe, Quality of Life Managing Director
- Ms. Dionne Mack, City Manager

The following members of the public commented:

1. Mr. Ernesto Garcia
2. Ms. Patricia Osmond

1ST MOTION
*Motion made, seconded, and unanimously carried to **REVISE** the item by striking "156.001(3)(b)" and replacing with "156.001(b).

2ND AND FINAL MOTION
Motion made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Maldonado-Rocha, and unanimously carried to **APPROVE,** the Resolution, **AS REVISED.**

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

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

WHEREAS, the El Paso City Council approved the resolution to establish an Adopt-a-Street Program on November 18, 2025; and

WHEREAS, the Representative of District 6 desires to use discretionary funds to support the start-up cost and help the initiation of the Adopt-a-Street Program.

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

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

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

Ms. Patricia Osmond, citizen, commented.

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

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

……

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

Ms. Sandy Hellums-Gomez, Outside Counsel and Partner at Husch Blackwell, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

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

The following City staff members commented:

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

The following members of the public commented, mostly in support of the item:

1 Jonathan Zayan	34 Joshua Dagda	67 Arleen Lopez	100 Daniel Orozco Diaz
2 Megan Jimerson	35 Andrea Dominguez	68 Kassandra Castruita	101 Sugat Borthakur
3 Claudia C. Siller	36 Jose A. Lopez	69 Alexa Hernandez	102 Daniela Garcia
4 Patricia V. Harrison	37 Jose Merino	70 Jay Mania	103 Rosemary Sandoval
5 Ann Montoya	38 Erick Batres	71 Jon Rezendes	104 Argenis Gomez
6 Diana Ramirez	39 Taylor Morrell	72 Katherine Mattison	105 Atziri Reyes
7 David Delgado	40 Ana Fuentes	73 Ana Reza	106 Webster Rainn
8 Aidan Martinez	41 Eduardo Hernandez	74 Nichole Heil	107 Joseph Riccillo
9 Veronica Carbajal	42 Jose Miguel Reyes	75 Wesley Lawrence	108 Robert Estrada
10 Eddie Trevizo	43 Xavier Miranda	76 Harry White	109 Krystal Kremer
11 Ricardo Rivero	44 Angie Kaufman	77 Mary Wells	110 Christopher Stooksbury
12 Samuel Alva	45 Sandra Baumhardt	78 James Camacho	111 Ryan Eiker
13 Eugenio Mesta	46 Vanessa Almada	79 Rosalynn Carrasco	112 Elena Alicia
14 Alejandro Ruiz	47 Angelica Pando	80 Luz Cervera	113 Israel Irrobali
15 Kathia Munoz	48 Diana R. Sullivant	81 Michael Ramirez	114 Cynthia Marentes
16 Marco Sanchez	49 Matthew Rodriguez	82 Pedro Fernandez	115 Melissa Barba
17 Courtney Barraza	50 Cynthia Lozano	83 Elyse Schupak	116 Ron Norman
18 Angel Ulloa	51 Miguel Escoto	84 Aloe Valenzuela	117 David Espino
19 Jesse Romero	52 Alyssa Garza	85 Nicholaus Alvarado	118 Mary Mania
20 David Garcia	53 Jasmine Briseno	86 Daniel Reyes	119 Ryan Anderson
21 Viviana Maldonado	54 Claire Wells	87 Jacob Muniz	120 Nadia Antowan
22 Angelica Rosales	55 Ricardo Mora	88 Juan Gallegos	121 Armando Alarcon
23 Saul Gonzalez	56 Krystal Martinez	89 Mina Tavakoli	122 Rene Fierro
24 Armon Alex	57 Pedro Calderon	90 Rosa Guillermo	123 Michael Clark
25 Jud Burgess	58 Jennifer George	91 Anthony Rodriguez	124 Eric Luera
26 Brenda Villalobos	59 America Tirado	92 Daniel Quezada	125 Minerva T. Shelton
27 Mary Woodruff	60 Eugenie Montague	93 Evvy Buch	126 Mohammed Abdulganiy
28 Natiorka Lynch	61 April Martinez	94 Jessica Perez	127 Lorenzo Kimber
29 David Mielke	62 Mia Gonzales	95 Gina Jimenez	128 Anna Hey
30 Margaret Gannon	63 Eian Valdez	96 Karla Lozano	129 Ariana G. Eiker
31 Cynthia Crouse	64 Regina Viramontes	97 Patricia Osmond	
32 Bianca Marino	65 Nicole Gomez	98 Amiya Zope	
33 Liz Gonzalez	66 Ivonne Aguirre	99 David Flores	

The following members of the public submitted statements, to be entered into the record, mostly in support of the item:

1 Jessica Mora
2 Abraham Sanchez
3 Rosalinda Medina
4 Jack Nickell
5 Linda Cereceres
6 Amanda Arreola
7 Austhon Manjarrez
8 Dianna Valenzuela
9 Crystal Salcido
10 Andrea Calleros
11 Yvonne Solis
12 Melanie M. Aguirre
13 Ronnie Miranda
14 Aaron Dena
15 Yolanda Shamy
16 Nancy Tepezano
17Jimmy Cabral
18 Yhali Calderon
19 Josefina Martinez
20 Laura Lassek
21 Carlos Alvarado Jr
22 Jorge Villegas
23 Irene Perez
24 Lilia Dominguez
25 Carmen Wilburn
26 Elizabeth Venegas
27 Cassandra B. Tellez
28 Adrian Rodriguez
29 Tristan Glover
30 Oscar Garcia
31 Daniel Reynaga
32 Anthony Sanchez
33 Esther Holguin
34 Luis Martinez
35 Jacqueline Kille
36 Jenna A. Perez
37 Lydia Salmeron
38 Claudia Colorado
39 Christina Williams
40 Darlina Bolding
41 David Burciaga
42 Jose Gutierrez
43 Cynthia Pando
44 Haydee Munoz
45 Angelica Gonzales
46 Robert Gonzales
47 Ramon Arreola Jr
48 Alfredo Moreno
49 Rita Reeves
50 Seth Aldana
51 Kascey Shvans
52 Jason Hernandez
53 David Aguilera
54 Eve Williams
55 Jimmy Barraza
56 Yarassette Fabela
57 Albert Herr
86 Rebecca Guerrero
87Annette Peebles
88 Raemee Sauceda
89 Shannon Izquierdo
90 Marissa Torres
91 Katelyn Behrens
92 Kimnesia Manducare
93 Kalina Gallardo
94 Christy Minjarez
95 Jacqueline Rosell
96 Rita Garcia
97 Jena Camp
98 Elizabeth Sigmon
99 Carlos Medina
100 Linda Chavez
101 Mark Zarate
102 Adriana Pacheco
103 Gabriel Soto
104 Elena Andrade
105 Miguel Ramos
106 Robert Vega
107 Isabel Moreno
108 Michael Figueroa
109 Daniel Ruiz
110 Andrea Osmond
111 Sandra Molina
112 Carolynne S. Ayoub
113 Javier Rojas
114 Robert Hernandez
115 Susan Barnum
116 Veronica S. Esparza
117 Martin Lopez
118 Laura Brackston
119 Miguel Ortega
120 Rachel Dominguez
121 Adrian Carrasco
122 Jesus Reyes
123 Derek Hernandez
124 Mariana Carrasco
125 Irene Robledo
126 Krystal Martinez
127 Daniel Anton
128 Kreg Martinez
129 Rosario Martinez
130 Elizabeth Day
131 Faith Melgaard
132 Ronnie Peebles
133 Joselyn Marquez
134 Jon Harrison
135 Leonardo Flores
136 Sonia Ramos
137 Denise Baeza
138 David Ramos
139 Katherine F. Simm
140 Natalia Camacho
141 Alicia Gomez
142 Bernice Lopez
171 Raul Gutierrez
172 David Carrillo
173 Jonathan Ogaz
174 Esteban Fuentes
175 Cristina Campbell
176 Christopher Nevel
177 Carlos Garcia
178 Jenny Solo
179 Emily Casillas
180 Tamera Townsend
181 David Alvarado
182 Ruby Quintanar
183 Janis Martinez
184 Sariah Silva
185 Ivaleen Roberts
186 Benigno Carlos Jr.
187 Abril Bravo
188 Emma Brown
189 Nicole Shelley
190 Rebekah Serrano
191 Annie Adams
192 Vivian Rivas
193 Karina C. Tajaran
194 Diana Gallegos
195 Alan Malooly
196 Graciela Aldaz
197 Bonny Ortiz
198 Kaitlin Engling
199 Abel Loera
200 Katherine Birriel
201 Marisol Rivera
202 Ricardo Barron
203 Yolanda R. Moran
204 Faith Ramos
205 Mario Gutierrez
206 Christina Martinez
207 Rocio Rodriguez
208 Alejandra Mendoza
209 Kathleen Staudt
210 Liliana Marquez
211 Yesenia Parra
212 Roque Alvarez
213 Mateo Chavez
214 Lesley Bretado
215 Rachel Minjarez
216 Alejandra Petion
217 Trent Mitzel
218 Patrick Ramirez
219 Alan Gonzalez
220 Alyssa N. Garcia
221 Misty Gamino
222 Christina Pasillas
223 Desiree Miller
224 Maria Quiroz
225 Alicia Glover
226 Steve Glover
227 Melissa Austin
256 Adrian Gutierrez
257 Karina Rivera
258 Margaret Servin
259 DJ Moten
260 Eduardo Servin
261Miranda Orozco
262 Izabella Correa
263 Jordan Garcia
264 Genesis Rivera
265 Taryn Medina
266 Samantha Garcia
267 Valeria Hong
268 Rachael Michalak
269 Linda Moya
270 Ricardo Ortiz
271 Carmen Macias
272 Stephanie Robinson
273 Rosslyn Sinclair
274 Irmgard Harris
275 Luisa I. Gomez
276 Tonya Hall
277 Xochitl Cuellar
278 Krushenska Arzola
279 Corinthean Sanchez
280 Ryan Vicente
281Alyssa Mendoza
282 Desiree Campos
283 Matthew Magdaleno
284 John Antowan
285 Samantha Corral
286 Erica Esparza
287 Ana Bellino
288 Vianey Alderete
289 Khia Thompson
290 DiAnna Duran
291 Annamaria Longo
292 Judith Fourzan
293 Jasmine Cazares
294 Zoe Dennison
295 Laurie Marshall
296 Candie Printz
297 Sergio Ornelas
298 Marc Fuentes
299 Monica Santos
300 Angelica Quinones
301 Elva Villagran
302 Carmen Rodriguez
303 Sabrina Fuentes
304 David Espino
305 Daniela Baca
306 Angela Kaufman
307 Julia Bencomo
308 Sabrina Bustillos
309 Sara Rodriguez

58 Leah Cuevas
59 Vianey Flores
60 Nichole Marquez
61 Robert Kern
62 Veronica Castaneda
63 Scott Comar
64 Kristops Shvans
65 Andrea Molina
66 Monica Rivas
67 Victor Salcido
68 Ruben Herrera
69 Kevin Alvarez
70 Natalie Dominguez
71 Teresa Flores
72 Jose L. Mendoza
73 Emily Garcia
74 David Carrillo
75 Paola Marquez
76 Anthony Rodriguez
77 Tyra Peebles
78 Brian Miller
79 Walli Haley
80 Leslie Carpenter
81 Thalia Garay
82 Leeset Garay
83 Ashley O. Garay
84 Roberto Rodriguez
85 Elijah Duran
143 Sylvia Searfoss
144 Julian Rivera
145 Ayleen Pace
146 Samuel Holmes
147 Jessica Alvarez
148 Fernando Rios
149 Melissa Morales
150 Monica Herrera
151 Ricardo Escobado
152 Natalie Campana
153 Luis Marquez
154 Angela Romero
155 Oscar Valdez
156 Rita Keagle
157 Melissa Chavez
158 Amorette Lafuente
159 Arturo Delgado
160 Jorge Ramirez
161 Pearl Mallory
162 Patricia M. Lima
163 Mario Escoboza
164 Melissa Avila
165James Courtright II
166 Alexia Rivera
167 Hector Salinas
168 Victor Rojas
169 Claudia Reyes
170 Anaiz Saucedo
228 Victor Carrasco
229 Melissa Bailey
230 Caroline Patterson
231 A Pan
232 Isabella Valera
233 Carlos Galindo
234 Natalia Gomez
235 Pámela Sánchez
236 Julia Contreras
237 Francisco Ramos
238 Aimee Garcia
239 Carmel Heydarian
240 Arbour Guthrie
241 Luis Gomez
242 Cinda Cotham
243 James Barraza
244 Jim Schichtl
245 Michelle Keagle
246 Jordan Urquidez
247 Manuel Reyes
248 Yadira Corral
249 Benjamin Rodriguez
250 Ruth Holmes
251 Alexandria Ogrey
252 Mary Rodriguez
253 Joseph Holmes
254 Samuel Garcia
255 Lisa McNiel
310 Alexis Villarreal
311 Daniel Rivera
312 Christina Dorado
313 Ashley Rocha
314 Catherine Cort
315 Amelia Sánchez
316 Sasha Alvarado
317 Rafael Garcia
318 Azaziah Quintanar
319 Fernando Martinez
320 Juliana Lopez
321 Cori Sanchez
322 Terry Vicuna
323 Sapphire Ortega
324 Alyssa Mendoza
325 Lory Helmick
326 Chris Pardo
327 Lyzeth Mora
328 Joseph Sanchez
329 Ema Espinoza
330 Peggy Hinkle
331 Sylvia Munoz
332 Candice Marlene
333 Vanessa Santiago
334 Danny Ruiz
335 Luis Miranda
336 Lee Martinez
337 Erin A. Olmos
338 Alexa Carranco
339 Jennifer Holguin

A statement was also submitted into the record from the Sembrando Esperanza Coalition in support of the item.

A letter from Meta's Director of Public Policy, explaining the scope of their obligation, commitment, and impact on the El Paso community, was submitted to the Mayor and Council.

An email from Meta's Community Development Regional Manager was submitted to the Mayor and Council.

The City Council Meeting was **RECESSED** at 12:59 p.m.

The City Council Meeting was **RECONVED** at 2:04 p.m.

1ST MOTION
Motion made, seconded, and unanimously carried to **SUSPEND THE RULES OF ORDER** to **MOVE** the item after the Consent agenda and to **COMBINE** the speakers who signed up to speak at 10:00 a.m. with the speakers who signed up to speak at the time the item is heard.

2ND (MAIN MOTION)
Motion made by Representative Acevedo, seconded by Representative Limón to **APPROVE** the item.

3RD MOTION
Motion made, seconded, and unanimously carried to **SUSPEND THE RULES OF ORDER** to allow for casting of the roll call votes in lieu of electronic voting.

4TH AND FINAL MOTION (MAIN MOTION)

Motion made by Representative Acevedo, seconded by Representative Limón, to **DIRECT** the City Manager and City Attorney to initiate negotiations to terminate the Chapter 380 Economic Development Program Agreement and any related incentive agreements with Wurldwide LLC and Meta Platforms, Inc., in light of significant public concern regarding utility affordability, water resources, environmental impacts, infrastructure burdens, transparency concerns, questions regarding contractual enforceability and governmental immunity, and the adequacy of projected public benefits associated with the project.

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

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The City Council Meeting was **RECESSED** at 4:28 p.m.

The City Council meeting was **RECONVENED** at 4:36 p.m.

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REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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38. *Motion made, seconded, and unanimously carried to **POSTPONE TWO WEEKS** the discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2026-0169 Pro Patch Proprietary Parts to HD Industries, Inc., the sole and authorized distributor of the Pro Patch Asphalt Pothole Patcher and associated parts for a term of three (3) years for an estimated amount of $360,000.00. Supplier will be required to provide an updated sole source letter and affidavit each year.

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

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

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

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The City Council Meeting was **RECESSED** at 8:06 p.m.

The City Council meeting was **RECONVENED** at 8:12 p.m.

REGULAR AGENDA – OTHER BUSINESS:

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

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

That the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between the City of El Paso (the "City") and the Better Business Bureau (the "Applicant"), a 501(c)(3) non-profit organization, to provide an incentive not to exceed $200,000 to continue the implementation of the *Buy El Paso Rewards* Program.

Ms. Alejandra Fuentes, Contract Compliance Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Niño, Limón, and Canales commented.

Ms. Patricia Osmond, citizen, commented.

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

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

40. *Motion made, seconded, and unanimously carried to **POSTPONE TWO WEEKS** discussion and action on the results of the Sun Metro - Accounts Payable Audit A2026-0

41. *Motion made, seconded, and unanimously carried to **POSTPONE TWO WEEKS** discussion and action on the results of Round 10 of the Hotel Occupancy Tax 26-0687 Audit.

42. *Motion made, seconded, and unanimously carried to **POSTPONE FOR WEEKS** discussion and action on the results of Code Enforcement Division Audit A2025-05.

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

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

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

……

46. *Motion made, seconded, and unanimously carried to **POSTPONE TWO WEEKS** discussion and action on a Resolution that City Council approval granted in the Resolution of July 1, 2024 to allocate funds from capital asset sales to fund the City of El Paso's local match obligation for the Sun Valley Project is rescinded upon the City of El Paso's receipt of State Infrastructure Bank loan funds, due to the availability of State Infrastructure Bank loan funding for this purpose, and that, except as herein modified, the Resolution of July 1, 2024 remains in full force and effect.

……

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

……

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

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

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

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

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52. *Motion made, seconded, and unanimously carried to **POSTPONE TWO WEEKS** discussion and action on a Resolution that the City Council hereby accepts the State Infrastructure Bank loan agreement in its substantially final form in order to secure receipt of funds in the amount of Six Million Dollars ($6,000,000.00), to be fully repaid over no more than twenty five (25) years, for SIB loan number S2026-001-05 Traffic Management Center Upgrades Phase 2-5, to finance the City's local match and actual cost of construction of the Project, that the City Council hereby authorizes the City Manager to execute the State Infrastructure Bank loan agreement, together with all required documentation, to effectuate the City's intent to borrow such funds, and that the City Council further authorizes the City Manager to take or perform any actions required for implementation of this Resolution to receive funding from the State Infrastructure Bank and authorizes the City Manager, or designee, to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended.

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Motion made by Representative Limón, seconded by Representative Canales, and unanimously carried to **ADJOURN** this meeting at 9:22 p.m.

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

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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
June 3, 2026
El Paso Convention Center – One Civic Center Plaza, El Paso, TX 79901
2:00 P.M.

The City Council met at the above place and date. The meeting was called to order at 2:16 p.m. Mayor Renard U. Johnson was present and presiding. The following Council Members answered roll call: Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Ivan Niño, Art Fierro, Lily Limón, and Chris Canales. Representatives Chávez and Acevedo requested to be excused.

AGENDA

1. Call to order by Mayor Renard U. Johnson.

Mayor Johnson began the meeting with a roll call, welcomed everyone in attendance, and provided opening remarks.

2. Presentation of the Colors and Pledge of Allegiance - United States and Mexico.

3. Introduction of members of the El Paso City Council by Mayor Renard U. Johnson.

Representatives Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales introduced themselves.

4. Introduction of members of the Juarez City Council by Mayor Cruz Perez Cuellar.

Mayor Perez Cuellar provided opening remarks and introduced the following members of the Juarez City Council:

Representatives Ana Carmen Estrada Garcia, Alejandro Daniel Acosta Avina, Maria Dolores Adame Alvarado, Fernanda Avalos Medina, Jorge Marcial Bueno Quiroz, Mayra Karina Castillo Tapia, Luz Clara Cristo Sosa, Antonio Dominguez Alderete, Sandra Garcia Ramos, Alejandro Alberto Jimenez Vargas, Jose Mauricio Padilla, Gloria Maria Mirazo de la Rosa, Mireya Porras Armendariz, Dina Salgado Sotelo, Jose Eduardo Valenzuela Martinez, and Sandra Marbel Valenzuela Martinez.

5. Presentation and Mayoral Proclamation recognizing the strategic partnership between the City of El Paso and CONCANACO SERVYTUR México. Presented by Senior Business Analyst Israel Alvarado from Economic and International Development.

Representative Art Fierro read the proclamation.

Mr. Israel Alvarado, Senior Economic Development Analyst, introduced Ms. Daniela Martinez Rodriguez, National Vice President of Foreign Trade at CONCANACO SERVYTUR, who spoke about the role of CONCANACO SERVYRUT in Mexico, the relationship with the Economic and International Development Department of the city of El Paso, and the impact of the reinforcement of the Sister Cities Agreement.

6. Presentation on the 2026 Ciudad Juarez Agenda de Cooperacion Binacional presented by Ciudad Juarez City Representative Alejandro Daniel Acosta Aviña.

City Representative Alejandro Daniel Acosta Aviña and General Director of Economic Development Tania Maldonado, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

The following Ciudad Juarez Representatives commented:

- Gloria Rocio Mirazo de la Rosa
- Alejandro Alberto Jimenez Vargas
- Laura Fernanda Avalos Medina
- Jose Eduardo Valenzuela
- Dina Salgado Sotelo

NO ACTION was taken on this item.

7. Presentation on the City of El Paso 2026 International Policy Agenda presented by International Business and Trade Development Manager Adriana Pulecio from Economic and International Development.

Ms. Adriana Pulecio, International Business and Trade Development Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Maldonado-Rocha, Boyar Trejo, Niño, Limón, and Canales commented.

Representative Niño requested to include a copy of his comments as an attachment to the minutes.

NO ACTION was taken on this item.

8. **ITEM:** Discussion and action on the updated Sister Cities Agreement between the City of El Paso and Ciudad Juárez, presented by International Business and Trade Development Manager Adriana Pulecio from Economic and International Development and Martha Vera, Honorary Council General of Spain and Board Member of Sister Cities International.

Ms. Adriana Pulecio, International Business and Trade Development Manager, introduced Martha Vera, Honorary Consul General of Spain and Board Member of Sister Cities International, who explained the mission of the sister cities agreement.

Ms. Pulecio continued with a PowerPoint presentation (copy on file in the City Clerk's Office).

Motion made by Representative Limón, seconded by Representative Niño, and unanimously carried to **APPROVE** the updated Sister Cities Agreement.

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

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9. Mayor Renard U. Johnson and Presidente Municipal Cruz Perez Cuellar sign the Sister City Agreement, followed by witnesses.

Mayor Renard U. Johnson and Presidente Municipal Cruz Pérez Cuellar signed the Sister City Agreement, followed by the signatures of the designated witnesses, officially executing the agreement.

Mayors Johnson and Perez Cuellar offered their closing remarks before the adjournment of the meeting.

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Motion made by Representative Maldonado-Rocha, seconded by Representative Limón, and unanimously carried to **ADJOURN** the meeting at 4:00 p.m.

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

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APPROVED AS TO CONTENT:

_____
Laura D. Prine, City Clerk

ATTACHMENT

Transcript of Representative Ivan Niño's comments during the special city council meeting, 3rd binational council meeting, held on June 3rd, 2026, at the El Paso Convention Center.

Transcript:

"Buenas tardes.

Quiero expresar mi más sincero agradecimiento al Cabildo y autoridades de nuestra ciudad hermana, Ciudad Juárez, por acompañarnos el día de hoy durante la 3ra Reunión del Cabildo Binacional.

El Paso y Ciudad Juárez comparten mucho más que una frontera. Compartimos historia, cultura, familias, comercio y una visión compartida para el futuro de nuestra región. Nuestra conexión binacional es una de las más dinámicas e importantes del mundo.

Este encuentro representa una valiosa oportunidad para continuar fortaleciendo la colaboración, el diálogo y las alianzas que permiten impulsar oportunidades y mejorar la calidad de vida de las familias en ambos lados de la frontera.

Gracias al Alcalde Cruz Pérez Cuéllar, a las y los integrantes del Cabildo de Ciudad Juárez, y a todos los participantes por seguir construyendo puentes de cooperación, amistad y progreso entre nuestras comunidades.

También quiero agradecer a nuestro Alcalde Renard U. Johnson, a la Administradora de la Ciudad Dionne Mack, al personal de la Ciudad de El Paso, y a todas las personas que trabajaron arduamente para hacer posible esta importante reunión binacional.

La frontera no nos divide; nos une. Juntos seguimos fortaleciendo la región Paso del Norte.

Como dijo la señorita Tanya Maldonado,
somos "3 países, 2 estados, una región."

Translation to English:

"Good afternoon.

I would like to express my sincerest gratitude to the City Council and authorities of our sister city, Ciudad Juárez, for joining us today during the 3rd Binational Council Meeting.

El Paso and Ciudad Juárez share much more than a border. We share history, culture, families, commerce, and a shared vision for the future of our region. Our binational connection is one of the most dynamic and important in the world.

This meeting represents a valuable opportunity to continue strengthening the collaboration, dialogue, and partnerships that help create opportunities and improve the quality of life for families on both sides of the border.

Thank you to Mayor Cruz Pérez Cuéllar, the members of the Ciudad Juárez City Council, and all participants for continuing to build bridges of cooperation, friendship, and progress between our communities.

I also want to thank our Mayor Renard U. Johnson, City Manager Dionne Mack, the staff of the City of El Paso, and everyone who worked tirelessly to make this important binational meeting possible.

The border does not divide us; it unites us. Together, we continue strengthening the Paso del Norte region.

As Ms. Tanya Maldonado said, we are
“3 countries, 2 states, 1 region.”

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

CITY COUNCIL SPECIAL MEETING MINUTES
June 23, 2026
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
11:35 A.M.

The City Council met at the above place and date. The meeting was called to order at 7:31 p.m. Mayor Renard Johnson was present and presiding. The following Council Members answered roll call: Alejandra Chávez, Ivan Niño, Lily Limón, and Chris Canales. Late arrivals: Cynthia Boyar Trejo at 7:32 p.m., Josh Acevedo and Art Fierro at 7:34 p.m., and Deanna Maldonado-Rocha at 7:37 p.m.

AGENDA

1. Presentation and discussion on the Fiscal Year 2025-2026 Third Quarter Financial Report.

Mr. Robert Cortinas, Chief Financial Officer, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mr. Cortina's presentation included an overall summary of revenue and expense comparisons.

Representative Chávez commented.

NO ACTION was taken on this item.

2. Presentation, discussion, and action on the Second Round of FY 2026- 2027 Budget Workshops.

Mr. Robert Cortinas, Chief Financial Officer, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Ms. Dionne Mack, City Manager, provided her input throughout the discussion of the different topics.

The presentation included a recap of the May 27 and 28 presentations, cost recovery strategies and proposed adjustments, an operational savings review, and proposed Council budget adjustments.

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

Representative Canales mentioned that he, along with Representative Acevedo, had requested funds for the sustainment of the Welcome Center and made a motion to provide funding for it.

Representative Niño questioned Ms. Nickole Rodriguez, Community and Human Development Director, about the transition plan for the Welcome Center. Ms. Rodriguez mentioned that if no funding is available, the last day of operation for the Welcome Center, which is run by the Opportunity Center for the Homeless, will be August 1, 2026.

Representative Canales read into the record a letter from the Animal Shelter Advisory Committee requesting to add funding for a free public spay/neuter program to be included in the City budget.

The topics discussed during the meeting included conducting a comprehensive internal review of operational efficiency across City departments; the vacancy reduction list; salary increases for the Mayor's and City Council's staff; reductions in professional services and outside contracts; salary increases for the City Council; collection of Hotel Occupancy Tax from short-term rentals; the best use of the ARPA investment revenue; and issues related to unhoused individuals.

1ST MOTION
Motion made by Representative Canales, seconded by Representative Acevedo, and carried to **ALLOCATE** one-time funding of $430,000 from the American Rescue Plan Act (ARPA) investment interest revenue for the Opportunity Center Welcome Center.

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

2ND MOTION
Motion made by Representative Limón, seconded by Representative Canales, to **REALLOCATE** the $6,000 travel budget per District for a total of $48,000 to support the Opportunity Center Welcome Center.

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

3RD MOTION
Motion made by Mayor Pro Tempore Chávez, seconded by Representative Niño, and carried to **RECONSIDER** the one-time allocation of $430,000 from the American Rescue Plan Act (ARPA) investment interest revenue for the Opportunity Center Welcome Center.

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

4TH MOTION
Motion made by Representative Canales, seconded by Representative Acevedo, to **ALLOCATE** one-time funding of $430,000 from the American Rescue Plan Act (ARPA) investment interest revenue for the Opportunity Center Welcome Center.

AYES: Representatives Acevedo, Boyar Trejo, Limón, and Canales

NAYS: Representatives Chávez, Maldonado-Rocha, Niño, and Fierro
Mayor Johson broke the tie by voting "NAY". THE MOTION FAILED.

……

Motion made by Representative Chávez, seconded by Representative Fierro, and unanimously carried to **ADJOURN** the meeting at 9:59 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

File #: 26-0053, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

AGENDA LANGUAGE:

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

REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS

File #: 26-0775, **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 Mayor to sign an Interlocal Agreement between the City of El Paso, by and through the El Paso Police Department, the El Paso County District Attorney, and El Paso MHMR d/b/a Emergence Health Network hereinafter known as "EHN", for the provision, administration, and establishment of Diversion Center Services to El Paso County residents experiencing mental health/substance abuse crisis. The term of this agreement is for 2 years with one auto renewal for one year unless written notice to terminate is provided by either party of this agreement.

City of El Paso Agenda Summary Form

City Clerk

Submitted On: Jun 16, 2026, 05:52PM EDT

Department / Council Office	Police
Agenda Date	July 07, 2026
Public Hearing Date	July 06, 2026
Email of User Submitting Form	C1070@elpasotexas.gov
Contact Person	ASSISTANT CHIEF JUAN F. BRIONES 1609 (915) 212-4304
2nd Contact Person	
District(s) Affected	All Districts
Agenda Item	A Resolution authorizing the Mayor to sign an Interlocal Agreement between the City of El Paso, by and through the El Paso Police Department, the El Paso County District Attorney, and El Paso MHMR d/b/a/ Emergence Health Network hereinafter known as "EHN", for the provision, administration, and establishment of Diversion Center Services to El Paso County residents experiencing mental health/substance abuse crisis. The term of this agreement is for 2 years with one auto renewal for one year unless written notice to terminate is provided by either party of this agreement.
Issue Statement	City Council is asked to approve this agreement to assist the El Paso County District Attorney and El Paso MHMR to provide Diversion Center Services to El Paso County residents experiencing mental health/substance abuse crisis.
Background	A Diversion Center will allow for our El Paso Police Officers to divert people taken into custody for low level offenses, rather than booking them into jail. This will be in line with our Strategic Plan for finding alternatives to incarceration as well as TX CCP Art. 16.23. The Diversion Center will also allow for our officers to be back on the field in a shorter amount of time than it would take if they had to book an offender into jail. Most important, these offenders can get into a treatment plan which will help them to prevent from re-offending.
Council Options	1. Approve the Agreement as presented 2. Decline approval and direct staff to return with alternative options
Committee Review and/or Recommendation	This item was not reviewed by a City Council committee
Community and Stakeholder Outreach (if applicable, as an attachment) – please include	Not Applicable
Related City Policies	Not applicable
Prior Council Action	None
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	Not applicable
Enter the elected official's name followed by the amount donated.	Not applicable
For More Information	Assistant Chief Juan F. Briones #1609 (915) 238-7119 1609@elpasotexas.gov

RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso, by and through the El Paso Police Department, the El Paso County District Attorney, and El Paso MHMR d/b/a Emergence Health Network hereinafter known as "EHN", for the provision, administration, and establishment of Diversion Center Services to El Paso County residents experiencing mental health/substance abuse crisis.

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, Chief
El Paso Police Department

HQ2026-Fire-5937 | TRAN#19921 | EG
Resolution | Interlocal Agreement Diversion Center Services

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF EL PASO,
EL PASO COUNTY DISTRICT ATTORNEY'S OFFICE
AND
EL PASO MHMR d/b/a EMERGENCE HEALTH NETWORK

On the 1st day of July 2026, City of El Paso ("City") El Paso Police Department (EPPD), El Paso County District Attorney, and El Paso MHMR d/b/a Emergence Health Network hereinafter known as "EHN", for the provision and administration of establishment of Diversion Center Services to El Paso County residents experiencing a mental health/substance abuse crisis.

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; and

WHEREAS, the City, El Paso County District Attorney and the EHN Board are local governments as defined in Texas Government Code, Section 791.003(4) and have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, the City, El Paso County District Attorney and the Board recognize that a consolidated effort in the coordination of services to meet the needs of citizens in mental health crisis will result in a cost savings and is in the best interest of the citizens of the County of El Paso; and

NOW THEREFORE, in consideration of the terms and conditions herein which fairly compensate the performing party, it is mutually agreed as follows:

I. PURPOSE OF AGREEMENT

A. The purpose of this Agreement is to provide diversion center services. The Diversion Center would be committed to meeting the evolving needs of the community, EHN specializes in providing services for individuals dealing with mental health challenges and substance use disorders, among others. The Extended Observation Unit ("EOU"), which offers immediate treatment for those in a mental health crisis, has served 4,190 individuals with low acuity in the past five years. Of those individuals, 42% were brought to our unit by law enforcement. This strategic expansion aims to reduce dependence on law enforcement and emergency room services by facilitating the diversion of individuals to alternative treatments, aligning with EHN's commitment to supporting the community's diverse needs.

The benefits of the EOU include:

1. Diversion from criminal justice systems.
2. Offering central drop off location.

3. Preventing unnecessary delays in evaluations.
4. Freeing up emergency room hospital beds.

B. The goal of Diversion Center services is to strengthen the preventative service gap with integration and multidisciplinary collaboration amongst community resources, existing crisis continuum care and substance use residential facilities. Establishment of these services:

1. Addresses immediate needs of patients in crisis.
2. Provides a proactive solution that alleviates the burden on our local hospital emergency rooms.
3. Creates a more streamlined and efficient care path.
4. Maintain collaborative partnerships.

II. SERVICES TO BE PERFORMED BY EHN

A. Diversion Center- The Diversion Center will operate a 24-hour, seven-day-a-week unit, welcoming law enforcement drop-offs and walk-ins. It employs a systematic triage and care coordination process, facilitating appropriate referrals and delivering evidence-based interventions through the Sequential Intercept Model to promote recovery and overall well-being. This initiative embodies Emergence Health Network's commitment to redefining approaches to justice-involved individuals, fostering resilience, and building a safer, healthier community. We intricately plan key operational components to achieve several overarching objectives.

B. The Diversion Center offers a valuable option for law enforcement and eligible entities by providing a recovery-oriented, short-stay alternative to incarceration.

1. Divert non-violent individuals with mental health needs
2. Provide stabilization
3. Comprehensive risk /needs assessment
4. Crisis Intervention
5. Multi-Disciplinary Treatment Teams
6. Referrals to spectrum of services and supports
7. Holistic approach, that is comprehensive outside of the traditional criminal justice or emergency medical systems

C. Aligned with the Sequential Intercept Model (SIM), the Diversion Center addresses critical community goals to reshape the trajectory of individuals involved in the justice system. The SIM framework identifies key intercept points where interventions can divert individuals away from unnecessary incarceration and promote overall well-being.

1. Monthly staffing shall be held at an agreed upon date and time either in person or through MS TEAMS. Staffing shall be scheduled on a date that is mutually agreeable to all parties. All listings and documents shall be submitted regardless of whether an actual in-person/electronic staffing is scheduled.

2. The monthly data reports are designed to monitor the implementation and measure the level of achievement of the goals and objectives in the goals plan. Monthly progress reports shall be submitted by the 15th of each month.

D. Communication:

1. All team members will staff high profile cases as needed. Communication and documentation must be directly correlated to the monthly progress reports.

   a. Diversion Center services education for individuals upon release from jail for those at risk of reoffending due to mental health conditions.

III. SERVICES TO BE PERFORMED BY EPPD

A. EPPD agrees to work collaboratively with EHN and the El Paso County District Attorney's Office on diversion efforts to:

1. Provide monthly list of encounters with individuals brought to the Diversion Center.
2. Perform initial safety assessment on individual and ensure that diversion is from an allowable offense.
3. Transport individual(s) to the Diversion Center or supervision of the individual
4. Complete necessary documentation to ensure physical hand-off to EHN staff.

IV. SERVICES TO BE PERFORMED BY DISTRICT ATTORNEY

A. El Paso County District Attorney's Office agrees to work collaboratively with EHN and EPPD on diversion efforts.

B. Continuously monitor list of charges eligible for diversion services.

V. TERM AND TERMINATION

A. The services requested shall be provided from May 1, **2026,** through **November 30, 2028**. This agreement shall auto renew for one additional year unless written notice to terminate is provided by any of the parties to this Agreement. Any such extensions are subject to availability of EHN funds.

B. The City (EPPD), the El Paso County District Attorney's Office, or EHN may terminate this Agreement at any time by giving 60 days' written notice, sent Certified Mail (Return Receipt Requested) to terminate. EHN shall cease to incur costs associated with this agreement upon termination or receipt of written notice to terminate, whichever occurs first, no other parties subject to this agreement incur any costs at anytime.

Notice Shall Be Mailed To EPPD:	Chief of Police Pete Pacillas El Paso Police Department 911 N. Raynor El Paso, TX 79903
To El Paso County District Attorney:	El Paso County District Attorney's Office James Montoya 500 E. San Antionio Rm 201 El Paso, TX 79901
To EHN:	Emergence Health Network ATTN: Kristen Daugherty, CEO 201 E. Main St Suite 600 El Paso, TX 79901

VI. RECORDS AND MISELLANEOUS PROVISIONS

A. Record Retention: EHN 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 and comments must be kept for a minimum of 7 years after the end of the contracted period. If any litigation, claim, or audit involving these records commences before the 7-year period expires, the Contractor must keep records and documents for not less than 7 years or until all litigation, claims, or audit findings are resolved, whichever is later.

B. The following agencies may request to review EHN'S records: the City, an El Paso County District Attorney authorized representative, the State of Texas, and/or the Federal Government. EHN must maintain and make available for inspection, audit or reproduction any books, documents and other evidence pertaining to the cost and expenses for this agreement entered into with the El Paso County, as requested by an authorized representative of El Paso County, the State of Texas, or the Federal Government.

C. To the extent allowable under applicable federal and state privacy and confidentiality laws, the parties agree to exchange information for the exclusive purposes of providing Diversion Center Services. All parties acknowledge that in receiving, storing, processing, or otherwise dealing with any information about clients in the program, they are fully bound by provisions of federal and state regulations governing confidentiality of educational records, juvenile criminal records, substance abuse patient records, 42 C.F.R. Part 2 and 45 U.S.C. § 290dd-2 as well as confidentiality of mental health records under Texas Health and Safety Code Chapter 611 ("Confidentiality Regulations"). All parties agree to undertake to resist in judicial proceedings any effort to obtain access to confidential information pertaining to clients otherwise than as expressly provided for in the Confidentiality Regulations. All parties agree to execute a Business Associate Agreement attached hereto and marked as **Exhibit B.**

VII. BACKGROUND CHECKS AND TRAINING

Background checks and training for all current and future employee(s) or volunteer(s) working directly with clients prior to any contact throughout the term of this Agreement. This will be done as needed and in the event that employees or volunteers are removed from duties and other employees or volunteers are secured.

VIII. SANCTIONS

A. EHN warrants that it is certified, approved, or licensed by all Federal, State or local agencies or departments that have jurisdiction to regulate any activity performed by EHN. Proof of such certification, approval or license shall be provided within 10 days of execution of an agreement.

B. EHN shall disclose to El Paso County any pending or initiated criminal or governmental investigations within the last 12 months preceding the execution of this agreement, as well as during the term of this agreement along with any results and/or finding related to EHN conducted by but not limited to the following agencies: Department of Justice, Texas Juvenile Justice Department, Texas Department of Family and Protective Services, or any other agency which may license or regulate EHN in the provision of these services.

IX. ASSIGNMENT

EHN shall not sell, assign, transfer, or convey any agreement entered into with the City or County of El Paso, in whole or in part, without the prior written consent of El Paso County.

X. VENUE

This agreement will be governed and construed according to the laws of the State of Texas and will be performable in El Paso County, Texas. Venue for any legal proceedings shall be in El Paso County, Texas.

XI. INDEMNIFICATION

A. To the extent authorized by the Constitution and laws of the State of Texas, EHN shall hold harmless and indemnify the City and El Paso County District Attorney, their officers, agents and employees from and against any and all claims, liabilities, losses, judgments, expenses and/or damages, including reasonable attorney's fees and court costs, resulting from or attributable to any act or omission of EHN, its officers, employees and/or agents, including any acts constituting negligence or gross negligence or in a suit pursuant to Chapter 81 of the Texas Code of Civil Practice and Remedies Code.

B. EHN shall maintain at EHN'S own expense, general and professional liability insurance with a policy limit of not less than $1,000,000.00 per occurrence and $3,000,000 in the aggregate under such coverage. EHN also carries medical professional liability insurance in the amount of $1,000,000 per occurrence and $3,000,000 in aggregate, annually. These insurance policies shall specifically cover the services provided under this agreement. Failure to maintain such insurance during the term of this agreement shall be grounds for immediate termination of the agreement. All of said insurance policies shall name the County and, their officers, employees as additional insured and shall provide that the County shall be given at least 30 days advance written notice of any lapse, amendment or cancellation. A copy of the insurance certificate should be included.

XII. AGREEMENT

This document expresses the entire Agreement between the parties and shall not be amended or modified except by written instrument signed by the parties.

XIII. ENFORCMENT

Any agreement entered into between the parties. In the event that any portion of an agreement shall be found to be invalid or unenforceable, the remaining terms and conditions shall be severed and shall remain in full force and effect.

XIV. NONDISCRIMINATION AND EQUAL OPPORTUNITY

A. EHN certifies that it will comply fully with the non-discrimination and equal opportunity provisions of Title VII of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990, as amended; and with all applicable requirements imposed by or pursuant to regulations that implement those laws.

B. EHN certifies that it does not boycott Israel, as defined in Texas Government Code Section 808.001, and will not do so for the duration of this contract.

(Signatures on Next Page)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for the City of El Paso, Interlocal Agreement between the City of El Paso, El Paso County District Attorney and El Paso MHMR D/B/A Emergence Health Network.

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
City of El Paso

APPROVED AS TO CONTENT:

_____
Peter F. Pacillas
Chief of Police
El Paso Police Department

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for the El Paso County District Attorney, Interlocal Agreement between the City of El Paso, El Paso County District Attorney and El Paso MHMR D/B/A Emergence Health Network.

APPROVED this _____ day of _____, 2026.

James Montoya
El Paso County District Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for the El Paso MHMR D/B/A Emergence Health Network, Interlocal Agreement between the City of El Paso, El Paso County District Attorney and El Paso MHMR D/B/A Emergence Health Network.

APPROVED this _____ day of _____, 2026.

Kristen Daugherty
Kristen Daugherty
Chief Executive Officer
Emergence Health Network

File #: 26-0739, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

Districts 2, 5, 7, and 8
Environmental Services Department, Nicholas Ybarra, (915) 212-6000

AGENDA LANGUAGE:

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

That the Solid Waste liens on the attachment posted with this agenda be approved (see Attachment A).

City of El Paso Agenda Summary Form

City Clerk

Submitted On: Jun 9, 2026, 06:37AM EDT

Department / Council Office	Environmental Services Department
Agenda Date	July 07, 2026
Public Hearing Date	
Email of User Submitting Form	moralesbn@elpasotexas.gov
Contact Person	Nicholas Ybarra 915-212-6000
2nd Contact Person	
District(s) Affected	District 2 District 5 District 7 District 8
Agenda Item	That the Solid Waste liens on the attachment posted with this agenda be approved (see Attachment A).
Issue Statement	ESD is posting the solid waste liens to recoup costs associated with property clean-ups performed by the Department's staff when the property owner has been notified and found to remain out of compliance with City ordinance by the Code Enforcement division. All property owners are invoiced after the clean-up and are given 30 days to arrange payment. After 30 days, the Department begins the lien process.
Background	Placing solid waste liens on properties cleaned by the City of El Paso allows us to recoup the cost of cleaning citizen-owned property with City staff. Costs are a summary of charges based on labor and equipment used. Below is a summary of potential charges - not all charges are applicable to every cleanup. Administrative fee (mandatory) $25.00 Lead Solid Waste Service Worker (mandatory) $23.00/hour Equipment Operator $20.00/hour/person General Service Work $14.00/hour/person Bobcat $19.00/hour each Bushmaster $4.50/hour each Graball $30.00/hour each Hand Tools $5.00/hour each Leaf Blower $3.00/hour each Weedeater $3.00/hour each Bucket Loader $54.00/hour each Chain Saw $3.00/hour each Dump Truck $27.50/hour each Lawnmower $4.00/hour each Rear Loader $27.50/hour each Rolloff $17.00/hour each Slope Mower $55.00/hour each Tractor Trailer $32.50/hour each Large Lot Disposal $26.00 – Landfill charge Small Lot Disposal $16.00 - Landfill charge $159.00 is also added to the invoice as a court fee once it progresses to the lien stage. Cases are initiated by either Code Enforcement patrol or a citizen complaint. ESD takes action after Code's involvement and multiple attempts to obtain compliance from the property owner.
Council Options	1. Approve the resolution 2. Decline approval, and direct staff to come back with more information related to property clean-ups
Committee Review and/or Recommendation	N/A
Community and Stakeholder Outreach (if applicable, as an attachment) – please include	City of El Paso Code Enforcement posts notices and sends letters to property owners prior to involvement of ESD.
Related City Policies	Properties found to be out of compliance with code may be abated by ESD, resulting in charges to the property owner, which may advance to liens if not paid in a timely fashion. Applicable ordinances inclu 9.04.850, 9.04.860, 9.04.870 and 9.04.880

Prior Council Action	Council regularly reviews resolutions related to property liens placed for abatement by ESD at different addresses.
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	N/A
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Nicholas Ybarra 915-212-6000

ATTACHMENT A

SOLID WASTE LIENS

July 7, 2026

Address	Owner of Record	Amount	District
2526 LOUISVILLE AVE	STOGNER EVAN	$613.00	2
285 CARGILL ST	ZEPEDA ANN L V	$505.00	2
12981 ALFREDO APODACA DR	SHARPNACK MARGARET J	$422.50	5
165 ARNOLD PL	CERVANTES MARIA	$406.00	7
1517 SUMAC DR	HERNANDEZ RODOLFO O	$711.00	7
8636 WINCHESTER RD	MENA DOMITILA	$408.00	7
8638 WINCHESTER RD	CERVANTES MIA D	$402.00	7
9194 CONCHA ST	MONTALVO JOSE JR & MONICA	$411.00	7
1018 W MISSOURI AVE	CHAVEZ GUILLERMO & JOSIE I	$432.00	8
136 MARDI GRAS DR	FLORES MICHAEL J & STELLA P	$548.00	8

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, STOGNER EVAN, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 2526 Louisville Ave, more particularly described as Lots 21 & 22 (6000 Sq Ft), Block 94, Highland Park Subdivision, City of El Paso, El Paso County, Texas, PID #H453-999-0940-7100

to be $613.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of June, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED THIRTEEN AND 00/100 DOLLARS ($613.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ZEPEDA ANNE L V, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

285 CARGILL ST, more particularly described as 8 PARKDALE
LOT 27, City of El Paso, El Paso County, Texas,
PID # P40599900807900

to be $505.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 20th Day of February, 2026, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED FIVE AND 00/00 DOLLARS ($505.00) to be a lien on the above described property, said amount being due and payable within ten (10) days

from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, Managing Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SHARPNACK MARGARET J, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 12981 Alfredo Apodaca Dr, more particularly described as Lot 25 (6186.00 Sq Ft), Block 11, Tres Suenos #4 Subdivision, City of El Paso, El Paso County, Texas, PID #T820-999-0110-2500

to be $422.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of May, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED TWENTY TWO AND 50/100 DOLLARS ($422.50) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2026.

CITY OF EL PASO

_____
Renard U.
Johnson Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, CERVANTES MARIA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 165 Arnold Pl, more particularly described as Lot 3, Block 4, Lydia Dixon Subdivision, City of El Paso, El Paso County, Texas, PID #L977-999-0040-3500

to be $406.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 13th day of June, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED SIX AND 00/100 DOLLARS ($406.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on _____ day of _____, 2026, this by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, HERNANDEZ RODOLFO O, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 1517 Sumac Dr, more particularly described as Lot 14 (6500 Sq Ft), Block 25, Eastwood Replat Subdivision, City of El Paso, El Paso County, Texas, PID #E207-999-0250-2700

to be $711.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 7th day of June, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SEVEN HUNDRED ELEVEN AND 00/100 DOLLARS ($711.00) to be a lien on the above described property, said amount being due and payable within ten (10)

days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2026.

CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on _____ day of _____, 2026, this by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MENA DOMITILA referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 8636 Winchester Rd, more particularly described as TR 21-C (10890 Sq Ft), Block 36, Ysleta Subdivision, City of El Paso, El Paso County, Texas, PID #Y805-999-036B-2107

to be $408.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 25th day of May, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED EIGHT AND 00/100 DOLLARS ($408.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2026.

CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, CERVANTES MARIA D, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 8638 Winchester Rd, more particularly described as Tr 21-A (0.04 Ac) & Tr 21-B (0.27 Ac) (0.31 Ac), Block 36, Ysleta Subdivision, City of El Paso, El Paso County, Texas, PID #Y805-999-036B-2101

to be $402.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 25th day of May, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED TWO AND 00/100 DOLLARS ($402.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2026.

CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MONTALVO JOSE JR & MONICA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 9194 Concha St, more particularly described as Lot 76 (6000 Sq Ft), Block 3, Alexander to Ysleta Subdivision, City of El Paso, El Paso County, Texas, PID #A475-999-0030-0500

to be $411.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th day of May, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED ELEVEN AND 00/100 DOLLARS ($411.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2026.

CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, CHAVEZ GUILLERMO & JOSIE I, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 1018 W Missouri Ave, more particularly described as Lot 9 & W 1/2 Of 8 (4500.00 Sq Ft), Block 14, Mundy Heights Subdivision, City of El Paso, El Paso County, Texas, PID #M946-999-0140-2900

to be $432.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 2nd day of June, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED THIRTY TWO AND 00/100 DOLLARS ($432.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on _____ day of _____, 2026, this by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, FLORES MICHAEL J & STELLA P, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 136 MARDI GRAS DR EL PASO TEXAS 79912, more particularly described as 6 FIESTA HILLS REPLAT LOT 9, City of El Paso, El Paso County, Texas, PID # F31599900605700

to be $548.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 19th Day of February, 2026, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED FORTY EIGHT AND 00/100 DOLLARS ($548.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, Managing Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

ATTACHMENT A

SOLID WASTE LIENS

July 7, 2026

Address	Owner of Record	Amount	District
2526 LOUISVILLE AVE	STOGNER EVAN	$613.00	2
285 CARGILL ST	ZEPEDA ANN L V	$505.00	2
12981 ALFREDO APODACA DR	SHARPNACK MARGARET J	$422.50	5
165 ARNOLD PL	CERVANTES MARIA	$406.00	7
1517 SUMAC DR	HERNANDEZ RODOLFO O	$711.00	7
8636 WINCHESTER RD	MENA DOMITILA	$408.00	7
8638 WINCHESTER RD	CERVANTES MIA D	$402.00	7
9194 CONCHA ST	MONTALVO JOSE JR & MONICA	$411.00	7
1018 W MISSOURI AVE	CHAVEZ GUILLERMO & JOSIE I	$432.00	8
136 MARDI GRAS DR	FLORES MICHAEL J & STELLA P	$548.00	8

File #: 26-0779, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

A Resolution that the Mayor is authorized to sign the Amended Interlocal Agreement between the City of El Paso and the Texas Department of State Health Services for the testing of milk and dairy.

City of El Paso Agenda Summary Form

City Clerk

Submitted On:
Jun 22, 2026, 11:21AM EDT

Department / Council Office	Public Health
Agenda Date	July 07, 2026
Public Hearing Date	
Email of User Submitting Form	LuceroRL@elpasotexas.gov
Contact Person	Raymond Lucero 915-212-6502
2nd Contact Person	
District(s) Affected	All Districts
Agenda Item	A resolution that the Mayor is authorized to sign the Amended Interlocal Agreement between the City of El Paso and the Texas Department of State Health Services for the testing of milk and dairy.
Issue Statement	This is the annual amendment to the agreement for the City of El Paso Department of Public Health to test milk and dairy through its Laboratory for the Texas Department of State Health Services.
Background	This is the amendment that is presented annually to continue the testing that the Department of Health does for the Texas Department of State Health Services to ensure the safety of milk and dairy products. This is the Fourth Amendment to the contract.
Council Options	1. Approve th Resolution- Motion “I make a motion to approve Resolution No. 1.””” 2. Direct staff to make changes – MOTION: “I make a motion to direct staff to make changes to the resolution, as noted, and bring back for Council review.”
Committee Review and/or Recommendation	N/A
Community and Stakeholder Outreach (if applicable, as an attachment) – please include	N/A
Related City Policies	This requested Agreement Amendment supports #8 NURTURE AND PROMOTE A HEALTHY AND SUSTAINABLE COMMUNITY 8.1 DELIVER PREVENTION, INTERVENTION AND MOBILIZATION SERVICES TO PROMOTE A HEALTHY, PRODUCTIVE AND SAFE COMMUNITY
Prior Council Action	The City Council has approved this Amendment annually.

The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	Texas Department of State Health Services wishes to amend the Interlocal to add $40,000.00 for State Fiscal Year 2027 and accordingly increase the total not-to-exceed amount to be paid to the City to $144,250.00.
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Raymond Lucero 915-212-6502 LuceroRL@elpasotexas.gov

RESOLUTION

WHEREAS, on September 1, 2023, the Texas Department of State Health Services (DSHS) and the City of El Paso (City), collectively referred to as (Parties) entered into an Interlocal Agreement (Interlocal) pursuant to Chapter 791 of the Texas Government Code; and

WHEREAS, the Parties desire to add funding; and

WHEREAS, the Parties desire to update the Contract Affirmations; and

WHEREAS, pursuant to the Interlocal, City provides DSHS with laboratory analyses of milk samples in exchange for a fee paid by DPHS; and

WHEREAS, the Parties desire to exercise their option to renew the Interlocal and to extend its expiration date to August 31, 2027; and

WHEREAS, the Parties desire to amend the Interlocal to add $40,000.00 for State Fiscal Year 2027, and accordingly increase total not-to-exceed amount to be paid to the City to $144,250.00; and

WHEREAS, the Parties agree to revise the DSHS "Contract Affirmations" to replace Attachment B-2 with Attachment B-3.

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

THAT the Mayor is authorized to sign the Amended Interlocal Agreement between the City of El Paso and the Texas Department of State Health Services.

APPROVED this _____ day of _____, 2026.

(*Signature(s) on following page*)

THE CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

Veerinder Taneja, Director
Department of Public Health

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001317900001
AMENDMENT NO. 4
RENEWAL

The **DEPARTMENT OF STATE HEALTH SERVICES** ("**SYSTEM AGENCY**" or "**DSHS**") and **CITY OF EL PASO ("PERFORMING AGENCY OR CONTRACTOR")**, who are collectively referred to herein as the "Parties," to that certain Contract for laboratory analysis of milk sampling services, effective September 1,2023 and denominated DSHS Contract No. HHS001317900001 "Contract", as amended, now desire to further amend the Contract.

WHEREAS, the Parties desire to add funding; and

WHEREAS, the Parties desire to update the Contract Affirmations; and

WHEREAS, the Parties have chosen to exercise its option to renew the contract in accordance with Contract **Section III** Contract Period and Renewal and **Section V** Contract Amount and Payment for Services.

NOW, THEREFORE, the Parties hereby amend and modify the Contract as follows:

1. **SECTION III** of the Contract, **CONTRACT PERIOD AND RENEWAL,** is hereby amended to reflect a revised expiration date of **August 31, 2027**.

2. **SECTION V** of the Contract, **CONTRACT AMOUNT AND PAYMENT SERVICES,** is hereby amended to add $40,000.00 to the contract for a total not to exceed amount of $144,250.00.

3. **ATTACHMENT B-2** of the contract**, CONTRACT AFFIRMATIONS VERSION 2.2** is hereby deleted in its entirety and replaced with **ATTACHMENT B-3 CONTRACT AFFIRMATIONS VERSION 2.9**

4. This Amendment No. 4 shall be effective as of the date last signed below.

5. Except as amended and modified by this Amendment No. 4, all terms and conditions of the Contract, as amended, shall remain in full force and effect.

6. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT NO. 4
DEPARTMENT OF STAT HEALTH SERVICES CONTRACT NO. HHS0013179000014

DEPARTMENT OF STATE HEALTH SERVICES	**CITY OF EL PASO**
_____	By: _____
	Name: Renard U. Johnson
	Title: Mayor
Date of Execution: _____	Date of Execution: _____

THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:

ATTACHMENT B-3 – CONTRACT AFFIRMATIONS (VERSION 2.9)

HEALTH AND HUMAN SERVICES

Contract Number HHS001317900001

Attachment B-3 CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as "Contractor") regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. Complete and Accurate Information

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. Public Information Act

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. Contracting Information Requirements

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.

B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM*) maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,"* published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

A. Contractor represents and warrants that it will comply with the requirements of Section 2063.104 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2063.104.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: http://sao.fraud.state.tx.us/

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
  Attn: Fraud Hotline
  MC 1300
  P.O. Box 85200
  Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and

C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings**.**

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

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

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(a)(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2273 of the Texas Government Code, except as exempted under that Chapter, HHSC cannot (1) contract with (a) an abortion provider or an affiliate of an abortion provider; or (b) an abortion assistance entity for the purpose of providing an abortion or abortion assistance;

or (2) contract or appropriate or spend money to provide any person logistical support for the express purpose of assisting a woman with procuring an abortion or the services of an abortion provider. Respondent certifies that it is not ineligible to contract with System Agency under the terms of Chapter 2273 of the Texas Government Code and certifies that the contract is not a taxpayer resource transaction, appropriation, or expenditure of money prohibited by Chapter 2273 of the Texas Government Code.

39. Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement.

Contractor understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor certifies that it is not ineligible to contract with System Agency under the terms of Chapter 161, Subchapter Y, of the Texas Health and Safety Code.

40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

41. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

42. Entities that Boycott Energy Companies

Pursuant to Section 2276.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2276.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this

provision change during the course of the Contract, Contractor shall promptly notify System Agency.

43. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

44. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

45. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

Pursuant to Texas Government Code, Section 2063.408, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

46. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

47. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2275.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2275.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of

China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103 or (2) headquartered in any of those countries.

48. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 117.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business & Commerce Code, in this state.

49. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

50. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

51. Hardening of State Government

Pursuant to Executive Order GA-48, relating to hardening of state government, issued November 19, 2024, Contractor certifies it is not and, if applicable, any of its holding companies or subsidiaries is not:

a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or

b. Listed in Section 1260H of the 2021 NDAA; or

c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or

d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

52. Artificial Intelligence Disclosure.

Contractor certifies that it has a continuing obligation to disclose in writing to System Agency each artificial intelligence system it may use to complete any deliverable or a portion of any deliverable under the Contract. "Artificial intelligence system" means a machine-based system that for explicit or implicit objectives infers from provided information a method to generate outputs, such as predictions, content, recommendations, or decisions, to influence a physical or virtual environment with varying levels of autonomy and adaptiveness after deployment. Contractor certifies that it is in compliance with all applicable laws and regulations regarding the use of artificial intelligence systems.

53. Surveillance, Intimidation, and Related Acts.

Contractor certifies that it (and its subcontractors) have not, and if awarded a contract, will not, either directly or indirectly through a third party, engage in surveillance targeting or engage in an act of intimidation, coercion, extortion, undue influence, or other similar conduct intended to influence, silence, or retaliate against:

(1) a member of the state legislature or person employed to support the state legislature in any capacity;

(2) a family member of a person described by (1);

(3) a state agency employee; or

(4) an individual making a complaint or raising concerns regarding state agency operations or contracting.

Contractor certifies that it and its subcontractors have not, and if awarded a contract will not, either directly or indirectly through a third party, use private or confidential information to manipulate or influence a state contracting decision or proceeding. Contractor acknowledges that it, its executives and directors, and other associated entities and individuals could be terminated, barred from state contracts, and penalized up to $2 million for a violation of Government Code, Section 2261.302.

54. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

55. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

56. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

57. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

58. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

59. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows

Authorized representative on behalf of Contractor must complete and sign the following:

City of El Paso
Legal Name of Contractor
City of El Paso
Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')
City of El Paso
Texas County(s) for Assumed Business Name (d/b/a or 'doing business as') **Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.**

Signature of Authorized Representative	**Date Signed**
Renard U. Johnson	Mayor
Printed Name of Authorized Representative First, Middle Name or Initial, and Last Name	**Title of Authorized Representative**
300 N. Campbell	El Paso, TX., 79901-1402
Physical Street Address	**City, State, Zip Code**
Mailing Address, if different	**City, State, Zip Code**
Phone Number	**Fax Number** 058873019
Email Address 746000749	**DUNS Number** 17460007499
Federal Employer Identification Number 17460007499	**Texas Identification Number (TIN)** 17460007499000
Texas Franchise Tax Number KLZGKXNFVTL4	**Texas Secretary of State Filing Number**
SAM.gov Unique Entity Identifier (UEI)	

File #: 26-0780, **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
Public Health, Veerinder Taneja, (915) 212-6500

AGENDA LANGUAGE:

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

A Resolution that the City Council approve the payment in the amount of $200,000.00 associated with the costs relating to the project and a $25,000 annual fee for the Laboratory Information Management System needed to continue the Master Agreement with the Paso Del Norte Health Information Exchange and that the City Manager or designee be authorized to sign any related paperwork to pay the outstanding invoices and authorize budget transfers necessary to effectuate the payment of the outstanding invoices.

City of El Paso Agenda Summary Form

City Clerk

Submitted On:
Jun 22, 2026, 12:40PM EDT

Department / Council Office	Public Health
Agenda Date	July 07, 2026
Public Hearing Date	
Email of User Submitting Form	LuceroRL@elpasotexas.gov
Contact Person	Raymond Lucero 915-212-6502
2nd Contact Person	
District(s) Affected	All Districts
Agenda Item	A Resolution that the City Council approve the payment in the amount of $200,000.00 associated with the costs relating to the project and a $25,000 annual fee for the Laboratory Information Management System needed to continue the Master Agreement with the Paso Del Norte Health Information Exchange and that the City Manager or designee be authorized to sign any related paperwork to pay the outstanding invoices and authorize budget transfers necessary to effectuate the payment of the outstanding invoices.
Issue Statement	This is a resolution to request that the payment be approved for the Laboratory Information Management System (LIMS) project with the Paso Del Norte Health Information Exchange (PdN HIE)
Background	This is a new project within our current agreement with the Paso Del Norte Health Information Exchange (PdN HIE) to manage and store data for the Department of Health Laboratory.
Council Options	1. Approve th Resolution- Motion “I make a motion to approve Resolution No. 1.”” 2. Direct staff to make changes – MOTION: “I make a motion to direct staff to make changes to the resolution, as noted, and bring back for Council review.”
Committee Review and/or Recommendation	N/A
Community and Stakeholder Outreach (if applicable, as an attachment) – please include	N/A
Related City Policies	#8 NURTURE AND PROMOTE A HEALTHY AND SUSTAINABLE COMMUNITY 8.1 DELIVER PREVENTION, INTERVENTION AND MOBILIZATION

	SERVICES TO PROMOTE A HEALTHY, PRODUCTIVE AND SAFE COMMUNITY
Prior Council Action	This is a new project under the previously approved contract.
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	The Laboratory Information Management System (LIMS) project is $200,000, and thereafter the annual maintenance fee is $25,000, the Department of Health will use Grant funding for this project.
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Raymond Lucero 915-212-6502 LuceroRL@elpasotexas.gov

RESOLUTION

WHEREAS, on January 1, 2017, the City of El Paso, El Paso Public Health Department and Paso Del Norte Health Information Exchange (PdN HIE) entered into a Master Services Agreement; and

WHEREAS, the agreement has continued to grow and incorporate more programs; and

WHEREAS, the fee for the Laboratory Information Management System (LIMS) project is $200,000, and thereafter the annual maintenance fee is $25,000.

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

THAT the City Council approve the payment in the amount of $200,000.00 associated with the costs relating to the project and a $25,000 annual fee for the Laboratory Information Management System needed to continue the Master Agreement with the Paso Del Norte Health Information Exchange. Furthermore, future annual fees will be added to the Schedule E for yearly City Council approval.

THAT the City Manager or designee be authorized to sign any related paperwork to pay the outstanding invoices and authorize budget transfers necessary to effectuate the payment of the outstanding invoices.

(*Signature(s) on following page*)

APPROVED this the _____ day of _____ 2026.

THE CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Veerinder Taneja, Director
Department of Public Health

APPROVED AS TO CONTENT:

_____
Claudia A Garcia, Director
Purchasing & Strategic Sourcing Department

File #: 26-0781, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

A Resolution that the City Council ratify the outstanding amounts of $41,200.00 and $75,000.00 associated with the costs relating to the annual fees for the Health Information Exchange and the Electronic Medical Record needed to continue the Master Agreement with the Paso Del Norte Health Information Exchange and that the City Manager or designee be authorized to sign any related paperwork to pay the outstanding invoices and authorize budget transfers necessary to effectuate the payment of the outstanding invoices.

City of El Paso Agenda Summary Form

City Clerk

Submitted On:
Jun 22, 2026, 01:03PM EDT

Department / Council Office	Public Health
Agenda Date	July 07, 2026
Public Hearing Date	
Email of User Submitting Form	LuceroRL@elpasotexas.gov
Contact Person	Raymond Lucero 915-212-6502
2nd Contact Person	
District(s) Affected	All Districts
Agenda Item	A resolution that the City Council ratify the outstanding amounts of $41,200.00 and $75,000.00 associated with the costs relating to the annual fees for the Health Information Exchange and the Electronic Medical Record needed to continue the Master Agreement with the Paso Del Norte Health Information Exchange and that the City Manager or designee be authorized to sign any related paperwork to pay the outstanding invoices and authorize budget transfers necessary to effectuate the payment of the outstanding invoices.
Issue Statement	A Resolution for City Council to continue the Master Agreement with Paso Del Norte Health Information Exchange (PdN HIE) by ratifying outstanding amounts: The fee for the annual membership for the Health Information Exchange (HIE) is $41,200 The fee for the annual maintenance for the Electronic Medical Record (EMR) is $75,000
Background	This Resolution will allow for payment to the Paso Del Norte Health Information Exchange (PdN HIE) for services under the current agreement, the fees are outstanding, and payment will allow the Health Department to continue using these services.
Council Options	1. Approve th Resolution- Motion “I make a motion to approve Resolution No. 1.”” 2. Direct staff to make changes – MOTION: “I make a motion to direct staff to make changes to the resolution, as noted, and bring back for Council review.”
Committee Review and/or Recommendation	N/A
Community and Stakeholder Outreach (if applicable, as an attachment) – please include	N/A

Related City Policies	#8 NURTURE AND PROMOTE A HEALTHY AND SUSTAINABLE COMMUNITY 8.1 DELIVER PREVENTION, INTERVENTION AND MOBILIZATION
Prior Council Action	Council previously approved the Master Agreement with Paso Del Norte Health Information Exchange (PdN HIE)
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	The outstanding amounts of $41,200.00 and $75,000.00 associated with annual fees for the Health Information Exchange and the Electronic Medical Record will be paid using Grant funding and Schedule E fees.
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Raymond Lucero 915-212-6502 LuceroRL@elpasotexas.gov

RESOLUTION

WHEREAS, on January 1, 2017, the City of El Paso, El Paso Public Health Department and Paso Del Norte Health Information Exchange (PdN HIE) entered into a Master Services Agreement; and

WHEREAS, the agreement has continued to grow and incorporate more programs; and

WHEREAS, the fee for the annual membership for the Health Information Exchange (HIE) is $41,200; and

WHEREAS, the fee for the annual maintenance for the Electronic Medical Record (EMR) is $75,000; and

WHEREAS, the 2026 purchase orders for the two annual fees for the EMR and the HIE are due.

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

THAT the City Council ratify the outstanding amounts of $41,200.00 and $75,000.00 associated with the costs relating to the annual fees for the Health Information Exchange and the Electronic Medical Record needed to continue the Master Agreement with the Paso Del Norte Health Information Exchange. Furthermore, going forward both annual fees have been added to the Schedule E for yearly City Council approval.

THAT the City Manager or designee be authorized to sign any related paperwork to pay the outstanding invoices and authorize budget transfers necessary to effectuate the payment of the outstanding invoices.

(*Signature(s) on following page*)

APPROVED this the _____ day of _____ 2026.

THE CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Veerinder Taneja, Director
Department of Public Health

APPROVED AS TO CONTENT:

_____
Claudia A Garcia, Director
Purchasing & Strategic Sourcing Department

File #: 26-0815, **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, Mayor Renard U. Johnson, (915) 212-0021

AGENDA LANGUAGE:

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

That Grant Funded Program Director, Joaquin Rodriguez, be appointed as a representative for the El Paso International Airport to the Transportation Policy Board (TPB) for the Metropolitan Planning Organization to replace former Aviation Director Tony Nevarez, effective immediately.

RESOLUTION

WHEREAS, the By-laws and Procedures for the Metropolitan Planning Organization's Transportation Policy Board (TPB) provide that the El Paso International Airport shall have representation on the TPB; and

WHEREAS, the TPB bylaws provide that representatives of local units of government shall be appointed by and serve at the pleasure of the appointing local units of government they represent; and

WHEREAS, there is currently a vacancy for a representative from the El Paso International Airport on the TPB; and

WHEREAS, the City of El Paso now desires to appoint Grant Funded Program Director, Joaquin Rodriguez, AICP as El Paso International Airport's representative to the TPB replacing former Aviation Director Tony Nevarez.

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

That Grant Funded Program Director, Joaquin Rodriguez, AICP, be appointed as a representative for the El Paso International Airport to the Transportation Policy Board (TPB) for the Metropolitan Planning Organization to replace former Aviation Director Tony Nevarez; and the Mayor shall sign a letter informing the Metropolitan Planning Organization of the change in representation.

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:

_____
Roberta Brito
Senior Assistant City Attorney

FY26- CC- 792 | Tran # 3184 | Mayor & Council
TPB Resolution- Joaquin Rodriguez
RAB

File #: 26-0823, **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.

Marina Monsisvais to the Greater El Paso Civic, Convention and Tourism Advisory Board by Representative Josh Acevedo, District 2.

File #: 26-0723, **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 May 31, 2026.

City of El Paso Agenda Summary Form

City Clerk

Submitted On: Jun 2, 2026, 04:33PM EDT

Department / Council Office	Office of the Comptroller
Agenda Date	June 23, 2026
Public Hearing Date	June 23, 2026
Email of User Submitting Form	GarciaG1@elpasotexas.gov
Contact Person	Margarita Marin (915) 212-1174
2nd Contact Person	Susan Jacobs (915) 212-1152
District(s) Affected	All Districts
Agenda Item	For Notation Only, Delinquent Hotel Occupancy Tax Report as of May 31, 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	This item was not reviewed by a City Council committee, board, or advisory body.
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
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	No
Amount and Source of Funding	N/A
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Gilbert Garcia (915) 212-1150 GarciaG1@elpasotexas.gov

Hotel Delinquency Report
As of 5/31/2026

Report Line	Owner/Management	Address	As of 10/31/2025	As of 2/28/2026	As of 5/31/2026	Status
1	Reliance El Placer East LLC	12211 Gateway West	56,312.82	57,258.95	57,984.30	In External Legal Collection Firm
2	Reliance Extv LLC	500 Executive Center Blvd	164,682.88	167,499.29	169,658.53	In External Legal Collection Firm
3	Reliance Land M6 LLC	1330 Lomaland Drive	149,408.29	151,956.18	153,909.54	In External Legal Collection Firm
4	Reliance Loma S6 Tx LLC	11049 Gateway Boulevard West	87,191.66	88,676.09	89,814.16	In External Legal Collection Firm
5	Reliance RR LLC	7530 Remcon Circle	213,504.82	247,001.84	250,157.61	In External Legal Collection Firm
6	Reliance Yar LLC	900 N Yarbrough Dr	404,174.78	437,052.99	442,704.65	In External Legal Collection Firm
7	LF3 El Paso LLC	900 Sunland Park Drive	271,353.13	224,368.81	227,409.45	In External Legal Collection Firm
8	Bapa Sitaram LLC	5034 N. Desert Blvd	230,774.97	307,687.85	251,054.37	In External Legal Collection Firm
9	LF3 El Paso Univeristy Trs LLC	111 W University Ave	335,708.20	245,929.54	249,094.98	In External Legal Collection Firm
10	Del Sol Rr LLC	3500 Joe Battle Blvd.	25,160.83	25,576.10	25,894.48	In External Legal Collection Firm
11	K&K Hotel Group	7550 Remcon Circle	39,460.98	84,036.41	104,024.94	In External Legal Collection Firm
12	K&K Hotel Group	7944 Gateway Blvd E	43,956.78	97,555.65	103,997.78	In Office of the Comptroller Collection Process
13	K&K Hotel Group - ELP Cielo Vista LLC	9125 Gateway West Blvd.	22,894.72	86,098.19	167,083.15	In Office of the Comptroller Collection Process
14	K&K Hotel Group - ELP Lomaland LLC	11033 Gateway West Blvd.	50,066.23	89,883.85	140,368.36	In Office of the Comptroller Collection Process
15	NEXGEN HOSPITALITY V LLC	6635 Gateway West Blvd.	1,026.08	52,137.20	41,854.91	In Office of the Comptroller Collection Process
16	Rim Mesa LLC	7651 N Mesa St	8,335.14	24,953.51	13,961.11	In Office of the Comptroller Collection Process
17	Rest Easy LLC (Fortbliss)	1744 Victory Avenue	-	-	18,871.24	In Office of the Comptroller Collection Process
18	Stanton House	209 N Stanton	-	-	8,017.16	In Office of the Comptroller Collection Process
19	Gateway Lessee LLC	6100 Gateway East Blvd.	-	-	51,610.02	In Office of the Comptroller Collection Process
20	MAC Hospitality Dallas LLC	6351 Gateway Blvd W	-	-	241,338.53	In Office of the Comptroller Collection Process
21	Manir Hotel Operations LP	6645 Gateway West Boulevard	-	-	275,822.03	In Office of the Comptroller Collection Process
22	Kasturi Inc	8250 Gateway East Blvd.	-	-	15,854.35	In Office of the Comptroller Collection Process
23	Holiday Inn Express & Suites North	8725 Gateway South Blvd.	-	-	75,622.00	In Office of the Comptroller Collection Process
24	SOL DORADO LLC	3450 JOE BATTLE BLVD.	-	-	18,954.15	In Office of the Comptroller Collection Process
25	SPR Lodging LLC	5035 S Desert Boulevard	-	-	66.01	In Office of the Comptroller Collection Process
26	MOONLITE HOSPITALITY LLC	7620 N Mesa Street	-	-	1,650.00	In Office of the Comptroller Collection Process
27	Studio & Rooms	6001 Dyer Street	-	307.07	-	PAID
28	Boxstel LLC	500 San Francisco Ave	-	1,207.43	-	PAID
29	Kalad Hotels LLC	949 Sunland Park Dr	1,917.39	1,950.13	-	PAID
30	SPR Lodging LLC	5035 S Desert Boulevard	15,777.96	-	-	PAID
31	Sai El Paso LLC	10635 Gateway Blvd W	6,241.09	-	-	PAID
32	EH EL PASO JV LLC	10740 Montana Ave.	16,643.37	-	-	PAID
33	ELP Mc Venture LLC	6610 International Road	32,757.08	-	-	PAID
34	Relianse Mesa LLC	7620 N Mesa Street	195,720.50	-	-	PAID
35	Diamond Star Sr LLC	1091 Doniphan Park Circle	2.29	-	-	PAID
		Total	**$ 2,373,071.99**	**$ 2,391,137.08**	**$ 3,196,777.81**	

File #: 26-0821, **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

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.

For notation only, constituent education initiatives and community events and programs within District 3 in the period of November 1st, 2025 to July 6th, 2026, Special Projects such as The Pothole Patrol, Ability Fellows, nursing home donations, Thanksgiving donations, neighborhood association event sponsorships, community forum on mental health, Elks Lodge community outreach donations and civic engagement Trivia Nights.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: Mayor and Council

AGENDA DATE: 07/07/2026

CONTACT PERSON NAME Representative Deanna **PHONE NUMBER:** 915-212-0003

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

3rd CONTACT PERSON **PHONE NUMBER:** 1-915-555-5555

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 5

SUBGOAL:

SUBJECT:

For notation only, constituent education initiatives and community events and programs within District 3 in the period of November 1st, 2025 to July 6th, 2026 Special Projects such as The Pothole Patrol, Ability Fellows, nursing home donations, thanksgiving donations, neighborhood association event sponsorships, community forum on mental health, Elks Lodge community outreach donations and civic engagement Trivia Nights.

COMMUNITY AND STAKEHOLDER OUTREACH:

Social media and District 3 constituent database.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

None

NAME	AMOUNT ($)	DATE

BACKGROUND / DISCUSSION:

Notate and update City Council on constituent education initiatives and community events and programs within District 3: Pothole Patrol with Sageland Elementary School reporting Potholes in their feeder pattern area. Ability Fellows employing youth with disabilities, an internship with various City of El Paso Departments. Nursing home donations such as blankets during winter months. Thanksgiving donations to Ramona Elementary. Neighborhood association events for sponsoring items to Cielo Vista Neighborhood Association, Eastwood Neighborhood Association and Ralph T. Cloud Neighborhood Association. Community Forum on Mental Health such as organizing available resources for high school students and their families in the Burges High School area. Elks Lodge community outreach donations in the winter of 2025. Civic engagement

PRIOR COUNCIL ACTION:

Take no action, no MOTION needed.

AMOUNT AND SOURCE OF FUNDING:

District 3 discretionary funds.

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

File #: 26-0818, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Receipt of campaign contributions by Representative Alejandra Chávez in the amount of $1,000.00 from Ryan McCrory.

File #: 26-0782, **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) 212-7066

AGENDA LANGUAGE:

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

To award Task Order 3V-1 for Solicitation 2024-0124 Galatzan Recreational Center Gym Roof Improvements to Veliz Construction for a total estimated award of $572,005.33. Approval will allow the City to proceed with planned roofing improvements that expand operational life of the building and increase public safety operational efficiency in District 8.

City of El Paso Agenda Summary Form

City Clerk

Submitted On: Jun 11, 2026, 11:59AM EDT

Department / Council Office	Streets and Maintenance
Agenda Date	July 07, 2026
Public Hearing Date	
Email of User Submitting Form	garciage@elpasotexas.gov
Contact Person	Randy Garcia
2nd Contact Person	
District(s) Affected	District 8
Agenda Item	The award of Task Order 3V-1 for solicitation 2024-0124, Galatzan Recreational Center Gym Roof Improvements to Veliz Construction for a total estimated award of $572,005.33. Approval will allow the City to proceed with planned roofing improvements that expand operational life of the building and increase public safety operational efficiency in District 8.
Issue Statement	City Council is asked to approve the award of a construction contract for Galatzan Recreational Center Gym Roof Improvements. Approval of this project will help protect City infrastructure, reduce the risk of further water damage, minimize future maintenance costs, and improve the long-term reliability and usability of the recreation center for the public.
Background	This project consists of the replacement of the existing deteriorated roof system over the gymnasium portion of Galatzan Recreation Center. The current roof has experienced significant deterioration, including membrane failure, poor drainage conditions, and ongoing water intrusion into the facility. A recent assessment identified areas where the existing roofing membrane is no longer properly adhered, causing movement and instability within the system. The roof drains and drain piping are also in poor condition and may be contributing to continued water infiltration. Interior observations within the gymnasium show visible staining and damage consistent with active and/or previous roof leaks. The proposed work includes full removal of the existing roof system down to the structural deck, replacement of deteriorated drainage components, installation of a new asphalt built-up roofing system, parapet coping improvements, and related roofing accessories intended to improve long-term durability and protection of the facility.
Council Options	1. Approve the award as presented. 2. Decline approval and direct staff to return to 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 the maintenance and repair process with staff at the recreational center. Walk through on April 8, 2026 was conducted with Parks staff.
Related City Policies	N/A
Prior Council Action	On July 30, 2024, City Council approved the award of Contract 2024-0124 Job Order Contracting and Facilities Construction to Noble General Contractors, LLC, Veliz Company, LLC dba Veliz Construction, Amstar, Inc., Jordan Foster Construction, LLC and Mirador Enterprises, Inc. for a cumulative amount of $40,000,000.00 for an initial two (2) year term with three (3), one (1) year extensions.
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	No
Amount and Source of Funding	Amount: $572,005.33 Funding Source: Capital Projects Account: 532 - 4930 - 532000 - 31040 - PIFSAMFAC
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Randy Garcia 915-212-7005 GarciaRX5@elpasotexas.gov

CITY OF EL PASO CHANGE ORDER and CHANGE QUANTITY NOTICE LOG

Project Name:	Galatzan Recreational Center Gym Roof Improvements
Solicitation (Contract) No:	2024-0124V
Project Number:	PIFSAMFAC
PO No.:	
Contractor:	Veliz Construction

Original Contract

Notice to Proceed:	TBD	
Substantial Completion Period:	90	Consecutive Calendar Days
Substantial Completion Date:	#VALUE!	
Final Completion Period:	100	Consecutive Calendar Days
Final Completion Date:	#VALUE!	
Contract Amount	$ 572,005.33	
Contingency Budget:		

Modified Contract

Total Days Added:	0	Consecutive Calendar Days
Substantial Completion Period:	90	Consecutive Calendar Days
Substantial Completion Date:	#VALUE!	
Final Completion Date:	#VALUE!	
Total Cost Added:	$0.00	
Remaining Contingency:	$0.00	
Change Order Percentage:	0.00%	

CO #	Date	Description	Days	Cost
1	5/19/2026	Task order #3V-1 will incorporate the construction documents into the Job Order Contracting and Facilities Construction Contract No. 2024-0124 dated July 30, 2024. This task order does not change the overall contract. The task order will be issued for the Scope of Work listed b	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.: 1 **DATE:** May 19, 2026 [ ] SCOPE CHANGE
PROJECT: Galatzan Recreational Center Gym Roof Improvements **SOLICITATION #:** 2024-0124V [X] CONSTRUCTION CHANGE

Original Contract Amount:	$ 572,005.33	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:	$ 572,005.33	New Substantial Completion Date:	#VALUE!
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:

Refer to attached scope of work for Galatzan Recreational Center Gym Roof Improvements dated 04/28/2026.

Detailed Scope of Work of the Change Order:

Task order #3V-1 will incorporate the construction documents into the Job Order Contracting and Facilities Construction Contract No. 2024-0124 dated July 30, 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: Refer to attached scope of work dated 04/28/2026.

Agreed cost proposal for Task #3V-1: $572,005.33

Construction Time: 90 consecutive calendar days to Substantial Completion, 10 additional days for Final Completion for a total of One Hundred (100) consecutive calendar days

Liquidated Damages: $2,500 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, President, of Veliz Construction agree and accept the terms and conditions of this change order.

Signature: O. Veliz Date: 5-28-26

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: 5/29/26

CITY OF EL PASO CONSTRUCTION CHANGE ORDER- Pg. 2

CONSTRUCTION CHANGE ORDER NO.: 1 **DATE:** May 19, 2026

PROJECT: Galatzan Recreational Center Gym Roof Improvements **SOLICITATION #:** 2024-0124V

[0] SCOPE CHANGE
[X] CONSTRUCTION CHANGE

Method Utilized for Implementing change:

[ ] Unit Bid Prices
[X] 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: $572,005.33 ✓
Final Negotiated Amount: $572,005.33

Time Requested: 100 Consecutive Calendar Days
Time Justified: 100 Consecutive Calendar Days ✓

Reason/Justification for Change Order:

This task to incorporate the Galatzan Recreational Center Gym Roof Improvements scope of work into the 2024-0124 Job Order Contracting and Facilities Construction Contract. The change order will not change the overall contract amount.

Cost: Cost was justified by Streets and Maintenance review and approval

Time: the construction time frame of 100 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

TOTAL NET CHANGE TO PURCHASE ORDER: $0.00

C.O. Amount $0.00

Additional Funding/Direction:

Project Manager: Marcos Vela — Date: 5-27-2026

Division Manager: Victor Rivera — Date: 5-27-2026

Assistant Director: Gilbert Guerrero — Date: 5/27/2026

Streets and Maintenance Department

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 Limon

District 8
Chris Canales

CITY MANAGER
Dionne Mack

REQUEST FOR PROPOSAL

March 30, 2026

Veliz Company, LLC dba Veliz Construction
Attn: Omar Veliz – President
2910 Gateway East
El Paso, TX 79905

Project Name: Contract 2024-0124 Job Order Contracting – Galatzan Recreation Center Re-Roof

Dear Mr. Veliz,

Under the Streets and Maintenance Job Order Contacting and Facilities Construction contract # 2024-0124, you are requested to submit a proposal by or before April 6, 2026 for accomplishing the following scope of work:

Work will include but not limited to all listed in Attachment A – Project Scope for Galatzan Recreation Center Re-Roof.

Per item K "Cost Estimating" page 14 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 16 of the contract. The duration of the work will be 90 consecutive calendar days to substantial completion. 10 Days additional for final completion.

Liquidated damages in the amount of $2,500 per day will be assessed if work is not completed within the agreed substantial time frame

Should you have any questions contact Marcos Vela, Quality Assurance Manager, at (915) 212-6750, Marco Murillo, Facilities Superintendent at (915) 479-4636 or Victor Rivera, City Facilities Manager at (915) 472-5965.

Sincerely,

Victor Rivera
City Facilities Manager
Cc Rene Barraza, Assistant Director of Streets and Maintenance Dept.
Gretchen Garcia, Contract Compliance Manager
Construction Manager
Project file

Randy Garcia – Director
Streets and Maintenance | MSC, 7968 San Paulo | El Paso, TX 79907
O: (915) 212-7066 | Email: GarciaRX5@elpasotexas.gov

VELIZ
CONSTRUCTION

Quote: 1215 / Date: 4/28/2026

Veliz Construction
2910 Gateway Blvd. E.
El Paso, TX
79905, US
(915) 219-4000

Prepared By:
Oscar Saenz
(915) 219-4000
osaenz@velizconstruction.com

Customer

City of El Paso
218 N Campbell St.
El Paso, Texas
79901, United States

Gretchen Garcia
(915) 493-5483
GarciaGE@elpasotexas.gov

Project: **Galatzan Recreation Center Re-Roof // Phase 1 - Gym**

Scope of Work

- Protect surroundings
  - Protect the surrounding areas including sidewalks and vegetations. The contractor shall maintain a safe work area around the facility
- Removal/Disposal
  - Contractor will be responsible for removal and disposal of all old/existing roofing materials and debris that are being removed such as, drip edge, roofing material, underlayment, pipe flashings, wind turbines, ISO board, etc. Contractor is also responsible to assure the removal of nails from facility surroundings
- Decking
  - If there is a need to replace damaged existing decking, replace with metal B-Deck or equal to existing
- Furnish New
  - Furnish and nail new ISO board, Furnish and install new roofing material, and new galvanized drip edge, furnish and replace all goose necks, pipe flashings, and any other appurtenances.

    Install new coping metal system with continuous cleat and sealed joints.

    Install walking pads at all serviceable roof top equipment access paths.
- Apply
  - 3-ply Hot Mop Built-Up Roofing (BUR) system with fiberglass ply sheets, installed in hot asphalt, including base sheet, interplay asphalt application, proper flashing at penetrations, and finished with a 100% silicone reflective roof coating.

    Extend roofing membrane up and over the parapet walls and terminate on the exterior face with metal coping.

Perform minimum 30 minutes water test.

- New Roof Drains
    - Demolish Exisitng Drains and Horizontal Branches
    - Furnish and Install New Roof Drains and Horizontal Branches
    - Vertical Branches are in goo shape in order to ramind.

Included (+)

1. 1. Removal of Existing Roofing Material: Complete removal and proper disposal of the existing roofing system, including shingles, underlayment, flashing, and any damaged decking, as required.
2. 2. Inspection and Repair of Roof Decking: Inspection of the underlying roof structure and replacement or repair of any deteriorated or damaged decking to ensure a sound substrate.
3. 3. Installation of New Roofing System: Installation of the specified new roofing materials (e.g., shingles, membrane, underlayment, flashing, drip edge) in accordance with manufacturer specifications and applicable codes.
4. 4. Flashing and Penetration Sealing: Proper installation and sealing of flashing around all roof penetrations, including vents, chimneys, and skylights, to prevent water intrusion.
5. 5. Gutter and Drainage System Integration: Reconnection or replacement of gutters, downspouts, and roof drains as needed to ensure effective drainage.
6. 6. Site Cleanup: Removal of all debris, nails, and construction materials from the site, including sweeping with magnets for stray nails, to leave the area clean and safe.
7. 7. Roof Inspection Report: Final inspection report documenting compliance with specifications, including photographs of key milestones and details.
8. 8. Warranty and Documentation Package: Delivery of manufacturer and contractor warranties for roofing materials and labor, along with maintenance guidelines and roofing system information.
9. 9. Owner Sign-Off: Formal sign-off or acceptance by the Facilities Department (Owner), confirming that the roof installation meets all requirements and is complete.
10. 10. Final Invoice: Submission of a final invoice outlining all completed work, associated costs, and confirmation of any outstanding balances or change orders.

Excluded (-)

1. Relocation or protection of interior equipment, furniture, or personal belongings inside the Recreation Center is not included in the scope of work for this re-roofing project. It is the responsibility of building staff to prepare the building by securing or covering items that could be affected by potential dust, noise, or incidental movement caused by roof work. Additionally, repairs or modifications to HVAC units, electrical systems, or communications equipment mounted on the roof are not part of this contract unless specifically identified in the project scope.

Notes

Proposal was Prepared Based on the SOW provide by COEP on 3/30/2026 and Roof Drains Request on 4/20/2026 via email.

VELIZ
CONSTRUCTION

Quote: 1215 / Date: 4/28/2026

Summary

Subtotal	$571,917.18
Coefficient	$82,927.99
Discount	-$100,000.00
Bonding	$17,160.16

$572,005.33

VELIZ

CONSTRUCTION

Unit Division Summary

Galatzan Recreation Center Re-Roof -- Gym

Line Number	Long Description	Quantity	Unit Of Measure	Extended Material	Extended Labor	Extended Equipment	Extended Total	Total
015419500100	Crane crew, daily use for small jobs, 12-ton truck-mounted hydraulic crane, portal to portal	2.00	Day	$0.00	$766.36	$4,827.56	$5,593.92	
015433400030	Rent aerial lift, scissor type, to 30' high, 1200 lb. capacity, electric, Incl. Hourly Oper. Cost.	2.00	Week	$0.00	$0.00	$1,674.40	$1,674.40	
015433400100	Rent aerial lift, telescoping boom to 40' high, 500 lb. capacity, diesel, Incl. Hourly Oper. Cost.	2.00	Month	$0.00	$0.00	$10,628.14	$10,628.14	
015433602500	Rent crane truck mounted, hydraulic, 25 ton capacity, Incl. Hourly Oper. Cost.	2.00	Day	$0.00	$0.00	$8,187.92	$8,187.92	
015626500100	Temporary fencing, chain link, 6' high, 11 ga	120.00	L.F.	$555.60	$216.00	$0.00	$771.60	
017613200020	Temporary protection, flooring, taped seams, 1/8" tempered hardboard	600.00	S.F.	$258.00	$270.00	$0.00	$528.00	
024113380090	Selective demolition, water & sewer piping & fittings, concrete pipe, 4"-10", diameter, excludes excavation	292.00	L.F.	$0.00	$1,617.68	$370.84	$1,988.52	
024119190910	Selective demolition, rubbish handling, dumpster, alternate pricing method, delivery, average for all sizes, cost to be added to demolition cost	37.00	Ea.	$2,775.00	$0.00	$0.00	$2,775.00	
024119190920	Selective demolition, rubbish handling, dumpster, alternate pricing method, haul, average for all sizes, includes one dump per week, cost to be added to demolition cost	37.00	Ea.	$8,695.00	$0.00	$0.00	$8,695.00	
024119190950	Selective demolition, rubbish handling, dumpster, alternate pricing method, disposal fee per ton, average for all sizes, cost to be added to demolition cost	259.00	Ton	$22,792.00	$0.00	$0.00	$22,792.00	
024119192000	Selective demolition, rubbish handling, 0'-50' haul, load, haul, dump and return, hand carried, cost to be added to demolition cost	544.00	C.Y.	$0.00	$19,192.32	$0.00	$19,192.32	
047210100800	Aluminum coping, stock units, for 12" wall, excludes scaffolding	908.00	L.F.	$2,878.36	$6,737.36	$0.00	$9,615.72	
053123503100	Metal roof decking, steel, open type B wide rib, galvanized, over 500 Sq. 1-1/2" D, 16 gauge	1,600.00	S.F.	$5,024.00	$624.00	$64.00	$5,712.00	
070150101600	Roof coating, reflective, white, elastomeric, 50 SF/gallon	640.00	Gal.	$13,241.60	$0.00	$0.00	$13,241.60	
070505100220	Selective demolition, thermal and moisture protection, flashing, sheet metal	454.00	S.F.	$0.00	$458.54	$0.00	$458.54	

VELIZ

CONSTRUCTION

Unit Division Summary

Galatzan Recreation Center Re-Roof -- Gym

Line Number	Long Description	Quantity	Unit Of Measure	Extended Material	Extended Labor	Extended Equipment	Extended Total	Total
070505102370	Selective demolition, thermal and moisture protection, roof edge, sheet metal coping, up to 12" wide	908.00	L.F.	$0.00	$1,107.76	$0.00	$1,107.76	
070505102470	Selective demolition, thermal and moisture protection, roof insulation board, over 2" thick	128,000.00	B.F.	$0.00	$24,320.00	$0.00	$24,320.00	
070505102520	Selective demolition, thermal and moisture protection, roof insulation board, to 2" thick	16,000.00	S.F.	$0.00	$6,080.00	$0.00	$6,080.00	
070505103420	Selective demolition, thermal and moisture protection, roofing, built-up, 3-ply, excluding gravel	160.00	Sq.	$0.00	$9,451.20	$0.00	$9,451.20	
072216100110	Roof deck insulation, fiberboard high density, 1/2" thick, R1.3, fastening excluded	16,000.00	S.F.	$8,320.00	$3,840.00	$0.00	$12,160.00	
072216101765	Roof deck insulation, polyisocyanurate, tapered for drainage, fastening excluded	128,000.00	B.F.	$200,960.00	$21,760.00	$0.00	$222,720.00	
072216103090	Roof deck insulation, fastening alternatives, full mop asphalt	160.00	Sq.	$2,758.40	$1,665.60	$691.20	$5,115.20	
072216103130	Roof deck insulation, fastening alternatives, 4" OC beads, low-rise polyurethane	160.00	Sq.	$49,180.80	$1,635.20	$0.00	$50,816.00	
075113203200	Built-up roofing systems, asphalt flood coat, smooth surface, coated glass fiber base sheet & 3 plies glass fiber felt (type IV), mopped	160.00	Sq.	$26,532.80	$17,067.20	$5,771.20	$49,371.20	
075216101650	SBS modified bituminous membrane, granulated walk pad, 180 to 220 mils	245.00	S.F.	$690.90	$230.30	$0.00	$921.20	
075610100080	Elastomeric roofing, primer, on foam or modified bitumen, 2 coats, if required	16,000.00	S.F.	$14,080.00	$8,000.00	$0.00	$22,080.00	
076510109320	Sheet metal flashing, steel sheets, flexible, galvanized, 20 gauge, including up to 4 bends	454.00	S.F.	$1,248.50	$957.94	$0.00	$2,206.44	
220505100764	Cleanouts and drains, 5" thru 8" diameter, selective demolition	8.00	Ea.	$0.00	$575.04	$0.00	$575.04	
221113741960	Pipe, plastic, PVC, 6" diameter, schedule 40, includes couplings 10' OC, and hangers 3 per 10'	292.00	L.F.	$5,918.84	$5,349.44	$0.00	$11,268.28	
221113762860	Elbow, 90 Deg., plastic, PVC, white, socket joint, 6", schedule 40	8.00	Ea.	$371.84	$516.64	$0.00	$888.48	
221316803050	Vent flashing, neoprene, one piece, 3" pipe	34.00	Ea.	$257.38	$643.96	$0.00	$901.34	
221426134380	Drain, roof, integral expansion joint, cast iron body, 12" cast iron dome, 6" pipe size	8.00	Ea.	$5,221.92	$1,912.72	$0.00	$7,134.64	
230505105100	Rooftop air conditioner, up thru 10 ton, selective demolition	8.00	Ea.	$0.00	$4,150.00	$0.00	$4,150.00	

VELIZ

CONSTRUCTION

Unit Division Summary

Galatzan Recreation Center Re-Roof – Gym

Line Number	Long Description	Quantity	Unit Of Measure	Extended Material	Extended Labor	Extended Equipment	Extended Total	Total
2374331101160	Rooftop air conditioner, single zone, electric cool, gas heat, 10 ton cooling, 200 MBH heating, includes, standard controls, curb and economizer	8.00	Ea.	$0.00	$13,068.00	$0.00	$13,068.00	
							$556,189.46	
							SubTotal (ExtendedTotal)	$556,189.46
							Grand Total	$556,189.46

Report ID: GLS8020
Bus. Unit: CEP01--City of El Paso
Ledger Grp: DETAIL_CC -- EXPENSE DETAIL LEDGER
Currency : USD
Chartfields Criteria
Budget Period: ALLYEARS Department: 532 Fund: 4930 Division: 31040 Account: 532000
Program: P3120 Project: PIFSAMFAC

PeopleSoft GL
BUDGET STATUS REPORT

Run Date 05/14/2026
Run Time 09:34:56

Budget Period / Program	Department / Project	Fund / Acct	Division	Account / Descr	Budget	Assoc Revenue	PreEncumbrance	Encumbrance	Expense	Remaining
ALLYEARS P3120	532 PIFSAMFAC	4930	31040	532000 BUILDINGS FACILITIES MAINT REP	5,800,070.00	0.00	183,358.63	1,461,976.41	0.00	4,154,734.96
Grand Total :					5,800,070.00	0.00	183,358.63	1,461,976.41	0.00	4,154,734.96

End of Report

Independent Cost Estimate

Contract Name: Contract 2024-0124 - Galatzan Rec Center Gym Roof Improvements
Department: Streets & Maintenance
Name: Gretchen Garcia
Title: Contract Compliance Manager
Date Completed: 3/15/2026

Strategic Goal: Goal 7 - Enhance and Sustain El Paso's Infrastructure Network

Subsection: 7.2 Improve competitiveness through infrastructure improvements impacting the quality of life

Presented with this ICE is: Scope of Work

Total Contract Estimated Amount: $50,000 and above

Contract Funding Source:

☐ **Federally Funded Contract/Project**

- ☐ FTA: _____
- ☐ FAA: _____
- ☐ CDBG: _____
- ☐ TXDOT: _____
- ☐ Other: _____

Grant Period: _____
Obligation Date: _____

NA Grant Procurement Regulations Attached

☒ **Non-Federal Funds**

Funding Name: Capital Projects

NA Funding Procurement Regulations Attached

☐ **General Fund**

Account Name: _____

Estimate has been developed as follows:

☐ Published catalog or price list (attach pertinent catalog or price list pages)

☐ Historical Data: Recent prices for the same or similar good and/or service
Contract Number: _____

Use this link to calculate actual price including inflation for 1 year old data: https://www.bls.gov/data/inflation_calculator.htm

☐ Consultant / Estimator

☐ Market/Online Research: Online Market Research via various websites

Yes Proper Backup Documentation Attached for any of the selected options above

Cost Estimate Details:

Item Number	Item Description	Unit of Measure	Unit Estimated Price	Additional Comments
1	Crane crew, daily use for small jobs, 12-ton truckmounted hydraulic crane, portal to portal	Day	$ 3,500.00	Online Market Research - google.com
2	Rent aerial lift, scissor type, to 30' high, 1200 lb. capacity, electric, Incl. Hourly Oper. Cost.	Week	$ 600.00	Online Market Research - google.com
3	Rent aerial lift, telescoping boom to 40' high, 500 lb. capacity, diesel, Incl. Hourly Oper. Cost.	Month	$ 4,800.00	Online Market Research - google.com
4	Rent crane truck mounted, hydraulic, 25 ton capacity, Incl. Hourly Oper. Cost.	Day	$ 3,000.00	Online Market Research - google.com
5	Temporary fencing, chain link, 6' high,	LF	$ 15.00	Online Market Research - google.com
6	Temporary protection, flooring, taped seams, 1/8" tempered hardboard	SF	$ 1.75	Online Market Research - google.com
7	Selective demolition, water & sewer piping & fittings, concrete pipe, 4"-10", diameter, excludes excavation	SF	$ 7.00	Online Market Research - google.com
8	Selective demolition, rubbish handling, dumpster, alternate pricing method, delivery, average for all sizes, cost to be added to demolition cost	Each	$ 800.00	Online Market Research - google.com
9	Selective demolition, rubbish handling, dumpster, alternate pricing method, haul, average for all sizes, includes one dump per week, cost to be added to demolition cost	Each	$ 800.00	Online Market Research - google.com
10	Selective demolition, rubbish handling, dumpster, alternate pricing method, disposal fee per ton, average for all sizes, cost to be added to demolition cost	Ton	$ 800.00	Online Market Research - google.com
11	Selective demolition, rubbish handling, 0'-50' haul, load, haul, dump and return, hand carried, cost to be added to demolition cost	CY	$ 800.00	Online Market Research - google.com
12	Aluminum coping, stock units, for 12" wall, excludes scaffolding	LF	$ 50.00	Online Market Research - google.com

13	Metal roof decking, steel, open type B wide rib, galvanized, over 500 Sq, 1-1/2" D, 16 gauge	SF	$ 7.00	Online Market Research - google.com
14	Roof coating, reflective, white, elastomeric, 50 SF/gallon	Gal	$ 36.00	Online Market Research - google.com
15	Selective demolition, thermal and moisture protection, flashing, sheet metal	SF	$ 10.00	Online Market Research - google.com
16	Selective demolition, thermal and moisture protection, roof edge, sheet metal coping, up to 12" wide	LF	$ 0.52	Online Market Research - google.com
17	Selective demolition, thermal and moisture protection, roof insulation board, over 2" thick	BF	$ 0.35	Online Market Research - google.com
18	Selective demolition, thermal and moisture protection, roof insulation board, to 2" thick	SF	$ 1.47	Online Market Research - google.com
19	Selective demolition, thermal and moisture protection, roofing, built-up, 3-ply, excluding gravel	SF	$ 15.00	Online Market Research - google.com
20	Roof deck insulation, fiberboard high density, 1/2" thick, R1.3, fastening excluded	SF	$ 0.63	Online Market Research - google.com
21	Roof deck insulation, polyisocyanurate, tapered for drainage, fastening excluded	SF	$ 2.50	Online Market Research - google.com
22	Roof deck insulation, fastening alternatives, full mop asphalt	SF	$ 13.00	Online Market Research - google.com
23	Roof deck insulation, fastening alternatives, 4" OC beads, low-rise polyurethane	SF	$ 10.50	Online Market Research - google.com
24	Built-up roofing systems, asphalt flood coat, smooth surface, coated glass fiber base sheet & 3 plies glass fiber felt (type IV), mopped	SF	$ 7.50	Online Market Research - google.com
25	SBS modified bituminous membrane, granulated walk pad, 180 to 220 mils	SF	$ 8.00	Online Market Research - google.com
26	Elastomeric roofing, primer, on foam or modified bitumen, 2 coats, if required	SF	$ 5.00	Online Market Research - google.com
27	Sheet metal flashing, steel sheets, flexible, galvanized, 20 gauge, including up to 4 bends	SF	$ 9.00	Online Market Research - google.com

28	Cleanouts and drains, 5" thru 8" diameter, selective demolition	Each	$	5,000.00	Online Market Research - google.com
29	Pipe, plastic, PVC, 6" diameter, schedule 40, includes couplings 10' OC, and hangers 3 per 10'	LF	$	7.50	Online Market Research - google.com
30	Elbow, 90 Deg., plastic, PVC, white, socket joint, 6", schedule 40	Each	$	49.12	Online Market Research - google.com
31	Vent flashing, neoprene, one piece, 3" pipe	Each	$	77.94	Online Market Research - google.com
32	Drain, roof, integral expansion joint, cast iron body, 12" cast iron dome, 6" pipe size	Each	$	2,251.99	Online Market Research - google.com
33	Rooftop air conditioner, up thru 10 ton, selective demolition	Each	$	32,000.00	Online Market Research - google.com
34	Rooftop air conditioner, single zone, electric cool, gas heat, 10 ton cooling, 200 MBH heating, includes, standard controls, curb and economizer	Each	$	40,000.00	Online Market Research - google.com

This independent cost estimate was completed by comparing unit prices, not lump sums. The purchase is justified as the costs from RS Means, with the vendor's coefficient, is reasonable as compared to online market research.

The daily cost for a crane crew with a 12-ton-capacity machine generally ranges from **$1,500 to $3,500 per day**. Smaller boom trucks and crane rentals typically cost between $200 and $500 per hour, often with a 4-hour minimum. BigRentz +4

Weekly rental costs for an aerial scissor lift typically range from **$200 to $1,500**, with most standard indoor electric models averaging **$350 to $600 per week**. Rates depend on height, fuel type, and capacity, with smaller 13–19 ft electric lifts costing less than large, 40+ ft rough-terrain diesel models. MacAllister Rentals +4

Weekly Rental Cost Breakdown (2026 Estimates)

- **Small/Indoor Electric (13'–19'):** $275–$500 per week.
- **Mid-Size/Rough Terrain (26'):** Approx. $400–$600 per week.
- **Large/High Reach (40'+):** $700–$1,200+ per week. BigRentz +4

Key Factors Influencing Cost

- **Indoor vs. Outdoor:** Electric scissor lifts (for slabs/indoor) are generally cheaper, averaging $355–$935 per week, while diesel rough-terrain lifts range from $500–$950 per week.
- **Height and Capacity:** Taller lifts (40-50 ft) with higher load capacities have higher weekly rates.

The daily cost to rent a 25-ton crane truck (or boom truck) with an operator generally ranges from **$800 to $1,500+ per day**, though rates are frequently quoted hourly, often with a 4-hour or 8-hour minimum. braymore.ca +1

- **Hourly Rates:** Typical rates for a 20-25 ton crane, including a certified operator, range from **$150 to $300 per hour**.
- **Daily Minimum:** Most companies have a minimum charge, often a 4-hour minimum (around $800) or a full 8-hour day rate.
- **Total Daily Cost:** Including typical operator fees, fuel surcharges, and mobilization, a full day's work often exceeds $1,000–$1,500. Facebook · PNW Arborists Group +5

Temporary 6-foot chain link fencing generally costs **$125–$160 per 10–12 ft panel** (including stands/clamps) or roughly **$3–$15 per linear foot** for materials alone. For a 50-foot stretch, complete kits with posts range from **$465–$700**, while renting panels typically costs **$20–$50 per panel monthly.** Hoover Fence Company +4

The estimated cost for temporary floor protection using 1/8" tempered hardboard, including installation and taped seams, typically ranges from **$1.25 to $1.75 per square foot** (materials and labor). For a professional installation, this includes laying the sheets, taping all seams with high-quality tape, and cleaning up afterward. Facebook · Post construction clean up +1

Selective demolition costs generally range from **$2 to $7 per square foot** for interior gutting, depending on materials and scope. While often calculated by square footage, specific, isolated tasks might be bid higher based on labor. Factors influencing costs include asbestos, structural complexity, and proximity to landfills. The Home Depot +4

Demolition dumpster rentals typically cost **between $300 and $800**, with a national average of $687, depending on size, weight, and location. For heavy demo materials like concrete or tile, extra fees (overage charges of $50–$250 per ton) are common. Small, local, or specialized, dumpsters (10–14 yards) can be found for as low as $175–$375 in some areas. Budget Dumpster +4

Aluminum coping generally costs **between $20 and $50 per linear foot (LF)** for materials and installation, with many projects falling in the $32–$45/LF range for standard, high-quality finishes. Costs depend on aluminum gauge, finish, and complexity. Baker Roofing Company +4

For 16-gauge, 1-1/2" deep galvanized B-deck (wide rib), material costs typically range between **$3.00 and $7.00 per square foot** for orders over 500 square feet. This heavy-duty 16-gauge structural steel provides high load capacity for commercial roof systems, with prices fluctuating based on steel market rates. O'Donnell Metal Deck +2

White reflective elastomeric roof coating typically costs between **$30 and $75 per 1-gallon pail**, with 5-gallon pails offering better value at roughly **$130–$180 ($26–$36/gallon)**. At a coverage rate of 50 SF/gallon, a single gallon covers a small area, making 5-gallon pails more cost-effective for larger projects.

Selective demolition combined with thermal/moisture protection, flashing, and sheet metal installation generally ranges from **$3.50 to over $10 per square foot** (SF) for commercial projects in 2026, largely driven by roof complexity. Targeted demolition often runs $2–$7/SF, while specialty flashing and moisture barrier installation add significant labor costs. weathershieldroofers.com +3



The cost for, selective demolition of roof insulation is approximately **$0.52 per square foot**. The installation of new roof insulation board over 2" thick (e.g., Polyiso, XPS) generally ranges from **$0.25 to $2.00 per board foot**. Material costs for 2" poly iso board average around $31 per $4' \times 8'$ sheet. E&I Cooperative Services +2

Key Cost Factors for 2026

- **Selective Demolition:** $0.52/SF per inch of depth, while specialized tasks like removing lightweight cementitious fill cost roughly $0.41/SF.
- **Material Costs (Rigid Board):** EPS costs $0.25–$0.35 per board foot (BF), while XPS costs $0.40–$0.50 per BF.
- **Installation (Thermal Protection):** Rigid foam board (2-inch, R-7.7) costs roughly $18.48 per $4' \times 8'$ sheet, and labor for proper sealing increases total project costs.
- **Total Installed Cost:** Foam board insulation for roofing can range from $1.07 to $1.47 per square foot for materials, plus labor. E&I Cooperative Services +4

The estimated total cost for selective demolition, insulation (thermal/moisture protection), and installation of a 3-ply built-up roof (without gravel) in 2026 generally ranges from **$8.00 to $15.00+ per square foot**, depending on roof complexity and disposal costs.

The estimated material cost for 1/2" thick, high-density fiberboard roof deck insulation (R1.3) is approximately **$0.50 to $0.63 per square foot**, excluding fastening and labor. Howe Lumber +1

Tapered polyisocyanurate (polyiso) roof deck insulation, designed for drainage, generally costs between **$1.60 and $2.50+ per square foot** for materials alone. Prices vary by thickness (e.g., $9.42–$25+ per 4'x4' board) and specific slope. Rhoden Roofing +4

Roof insulation and decking installation typically costs $1.50 to $3.50 per sq. ft. for insulation and $1.50 to $3.00 for deck installation, with total project costs (including materials like ISO boards and full-mop asphalt) often ranging from $4 to $13 per sq. ft.. Cobex Construction Group +2

Roof deck insulation installation, including material and labor, typically costs between **$ 3.50 and $10.50 per square foot**. Low-rise polyurethane adhesive, applied at 4-inch on-center (O.C.) beads for enhanced wind uplift resistance, generally costs between **$ 0.40 and $0.80 per square foot** for the adhesive material alone. Mule-Hide +4

As of May 2026, the installed cost for a 4-ply Built-Up Roofing (BUR) system featuring a coated glass fiber base sheet, 3 plies of Type IV glass fiber felt, and a smooth asphalt flood coat generally ranges from **$3.50 to $7.50 per square foot** ($350 – $750 per square). HomeGuide

The total installed cost of a 180–220 mil (approx. 4.5–5.5 mm) granulated SBS modified bitumen membrane system with walk pads typically ranges from **$4.00 to $8.00 + per square foot** in 2026, depending on the number of plies, installation method (torch, self-adhered), and project complexity. Material costs alone for premium granule-surfaced SBS cap sheets range from roughly $1.15 to $1.50 per square foot. The Home Depot +4

The 2026 cost for a professional 2-coat elastomeric roof coating system (including primer) on spray foam or modified bitumen typically ranges from **$2.00 to $5.00 per square foot installed**. For material only, expect to pay **$0.75 to $2.00 per square foot**. Costs depend on roof condition, prep work, and required mil thickness. US Made Supply +1

The cost for 20-gauge galvanized steel sheet metal flashing, cut and formed with up to 4 bends, is approximately **$5.00 to $9.00 per square foot** for material, depending on quantity and custom fabrication fees. Standardized 20-gauge sheets (4x10 ft) cost roughly $75-$150 per sheet ($1.80-$3.75/SF), with custom bending services adding labor costs.

Installing 5" to 8" diameter sewer cleanouts generally costs **$1,400 to $3,500+** per unit, with two-way cleanouts averaging $2,700, heavily dependent on excavation depth and concrete removal. Selective demolition for these, including concrete cutting, trenching, and pipe removal, ranges from **$500 to over $5,000** per project, depending on site accessibility. Reddit · r/HomeMaintenance +3

Based on 2026 market data, the material cost for 6" diameter Schedule 40 PVC pipe with couplings (10' On Center) and hangers (3 per 10') averages approximately **$5.50 to $7.50 per linear foot**, before labor, taxes, or shipping. A 10-foot section typically ranges from **$46 to over $60** depending on the supplier and specific DWV/Pressure rating. The Home Depot +1



Schedule 40 PVC 90 Degree Elbow

$49.12

PVC Fitting... & more

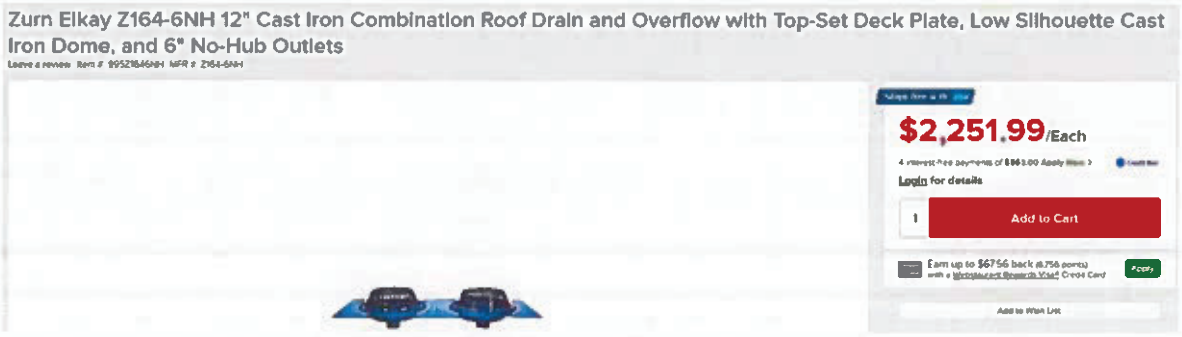
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IPS 3" - 4" Flexible Roof Vent Pipe...

$77.94

Menards



In 2026, the total installed cost for a new 10-ton commercial packaged rooftop unit (RTU) typically ranges from **$16,000 to $32,000**, with high-end installations exceeding $40,000. Selective demolition and removal of the old 6- to 10-ton unit generally cost between **$500 and $2,000**, excluding potential specialized hazardous material handling. The Furnace Outlet +2

Based on 2026 market data, a new 10-ton packaged rooftop unit (RTU) with electric cooling and gas heat (approximately 200 MBH or higher) typically costs **$12,000–$18,000 for the equipment alone**. The Furnace Outlet +3

When factoring in the required accessories (economizer, roof curb, and standard controls) and professional installation (labor, crane rental), the total project cost typically ranges from **$20,000 to over $40,000.**

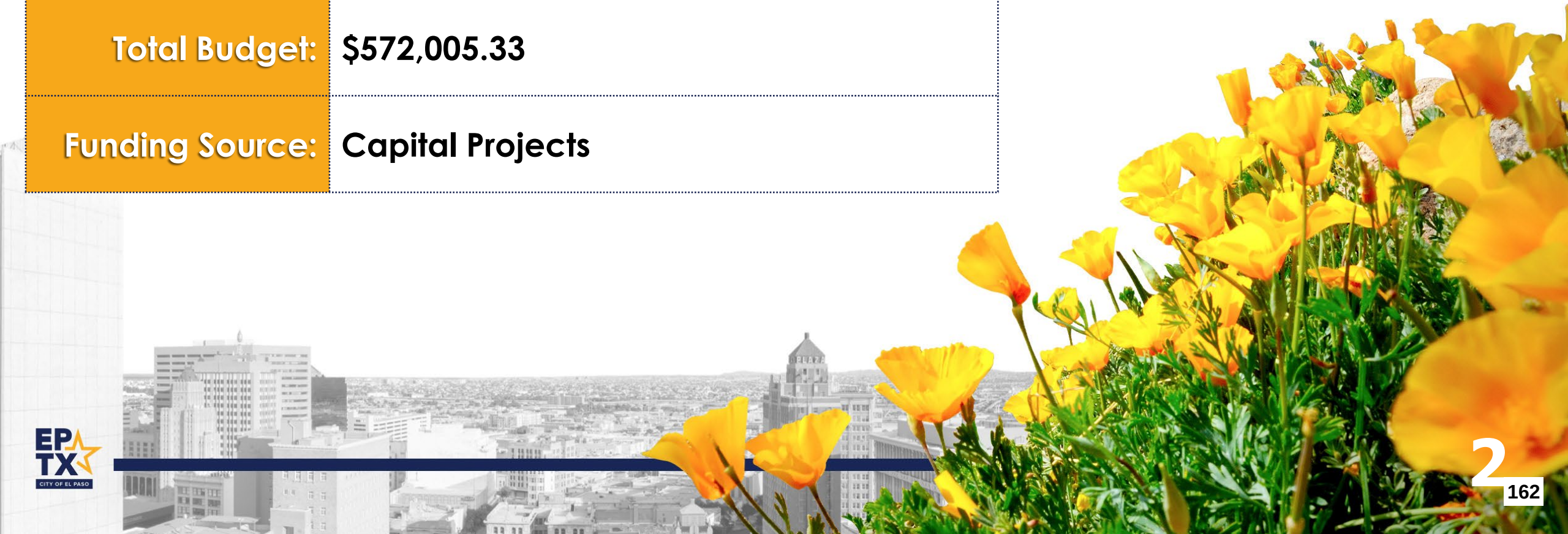
City of El Paso
Streets & Maintenance Department

Galatzan Recreational Center Gym Roof Improvements

July 7, 2026

Project Details

Location:	650 Wallenburg Dr.
District(s):	8
Total Budget:	$572,005.33
Funding Source:	Capital Projects



Project Location





Existing Conditions













Existing Conditions





Scope of Work

The scope of work for the Galatzan Recreational Center Gym Roof Improvements was based on the facility assessment provided by Facilities staff on March 30, 2026 which will include but not limited to:

- Roof renovation/replacement for the Galatzan Recreation Center gymnasium
- Replacement of deteriorated roof drainage components, including drains and associated piping
- Installation of new parapet coping and related flashing improvements to prevent water intrusion
- Replacement of roof access ladder and installation of roof service walk pads for maintenance access and safety

Procurement Summary

- Task Order #3V-1 under the Job Order Contracting & Facilities Construction Contract, 2024-0124

- Recommendation
  - To award the construction contract to Veliz Company, LLC in the amount of $572,005.33

- Construction Schedule
  - Start: August / 2026
  - End: November / 2026



MISSION



Deliver exceptional services to support a high quality of life and place for our community.

VISION



Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government.

VALUES



Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople

MISIÓN



Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

VISIÓN



Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño

VALORES



Integridad, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas

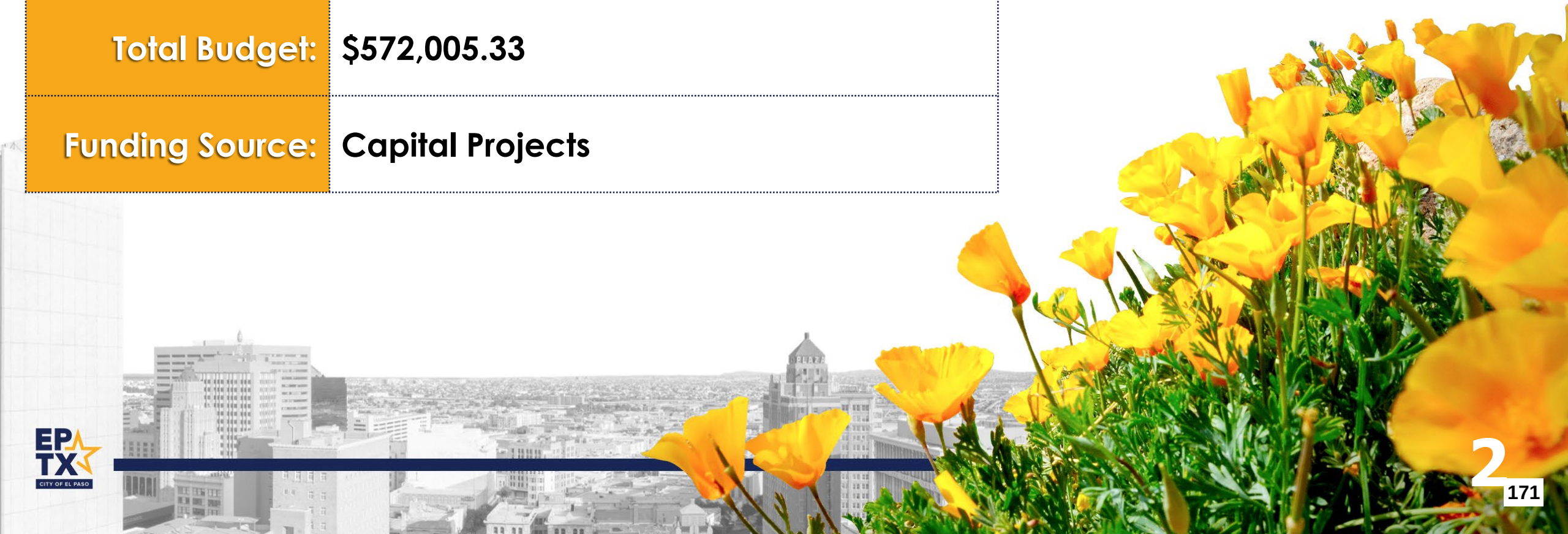
City of El Paso
Streets & Maintenance Department

Galatzan Recreational Center Gym Roof Improvements

July 7, 2026

Project Details

Location:	650 Wallenburg Dr.
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Total Budget:	$572,005.33
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Project Location





Existing Conditions













Existing Conditions





Scope of Work

The scope of work for the Galatzan Recreational Center Gym Roof Improvements was based on the facility assessment provided by Facilities staff on March 30, 2026 which will include but not limited to:

- Roof renovation/replacement for the Galatzan Recreation Center gymnasium
- Replacement of deteriorated roof drainage components, including drains and associated piping
- Installation of new parapet coping and related flashing improvements to prevent water intrusion
- Replacement of roof access ladder and installation of roof service walk pads for maintenance access and safety

Procurement Summary

- Task Order #3V-1 under the Job Order Contracting & Facilities Construction Contract, 2024-0124

- Recommendation
  - To award the construction contract to Veliz Company, LLC in the amount of $572,005.33

- Construction Schedule
  - Start: August / 2026
  - End: November / 2026



MISSION



Deliver exceptional services to support a high quality of life and place for our community.

VISION



Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government.

VALUES



Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople

MISIÓN

Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

VISIÓN

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño

VALORES

Integridad, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas

File #: 26-0762, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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 Flor Maria Chacon, for the purchase price of $49,000.00; such real property legally described as portion of Lots 18 and 19, Block 6, Alameda Acres, City of El Paso, El Paso County, Texas.

City of El Paso Agenda Summary Form

City Clerk

Submitted On: Jun 10, 2026, 09:31AM EDT

Department / Council Office	Real Estate Division
Agenda Date	July 07, 2026
Public Hearing Date	July 21, 2026
Email of User Submitting Form	olmosja@elpasotexas.gov
Contact Person	Mary Lou Espinoza (915) 212-0825
2nd Contact Person	Mandy Contreras (915)-212-1874
District(s) Affected	District 2
Agenda Item	An ordinance authorizing the conveyance of Real Property owned by the City of El Paso to Flor Maria Chacon, for the purchase price of $49,000.00; such real property legally described as portion of Lots 18 and 19, Block 6, Alameda Acres, 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 Flor Maria Chacon. Approval will result in $49,000.00 of revenue for the City.
Background	The City of El Paso desires to sell the real property parcel identified as PID # 285972, consisting of a total of 0.16 acres of vacant land, that is proposed to be conveyed to Flor Maria Chacon for the purchase price of $49,000.00. This property was reviewed by City Council in Executive Session on September, 2025. This parcel was marketed through a licensed real estate broker in accordance with the Texas Local Government Code, Sections 253.014(b) and (d), which authorizes a home-rule municipality to contract with a broker for the sale of municipal property and to sell such property after it has been listed for at least thirty (30) days on a multiple-listing service to a qualified buyer submitting the highest cash offer.
Council Options	1. Approve the sale as presented. 2. Decline approval and direct staff to return with alternative options for land utilization. 3. Decline approval and retain property as part of City inventory.
Committee Review and/or Recommendation	This item was not reviewed by a committee.
Community and Stakeholder Outreach (if applicable, as an attachment) – please include	N/A
Related City Policies	City Real Estate policy; Texas Local Government Code Section 272.001
Prior Council Action	This property was reviewed by City Council in Executive Session on September, 2025.
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	N/A
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Mary Lou Espinoza 915-212-0825 EspinozaM@elpasotexas.gov

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO FLOR MARIA CHACON, FOR THE PURCHASE PRICE OF $49,000; SUCH REAL PROPERTY LEGALLY DESCRIBED AS PORTION OF LOTS 18 AND 19, BLOCK 6, ALAMEDA ACRES, CITY OF EL PASO, EL PASO COUNTY, TEXAS.

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 is being sold pursuant to the broker listing procedure outlined in Texas Local Government Code, Chapter 253; 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 Portion of Lots 18 and 19, Block 6, Alameda Acres, City of El Paso, El Paso County, Texas, such property being owned by the City of El Paso, for the purchase price of $49,000.00. Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with Flor Maria Chacon; (2) sign any and all documents necessary to effectuate the sale and closing of the property; (3) exercise all rights and obligations as provided in the Contract of Sale; and (4) sign any contract amendments that do not affect the sale price, including but not limited to, time extensions associated with due diligence periods.

ADOPTED this _____ day of _____ 2026.

CITY OF EL PASO

_____
Renard U. Johnson
Mayor

HQ 6145 | Tran #629042 | Real Estate
Auburn PID 285972
MMH

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT

_____
Mary Lou Espinoza, Capital Assets Manager
Real Estate Division

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT OF SALE
Auburn PID 285972

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 Flor Maria Chacon ("**Buyer**"). For the convenience of the parties, all defined terms appear in **bold face** print when first defined. The parties agree as follows:

SECTION 1. SALE AND PURCHASE AND CONVEYANCE OF THE PROPERTY.

A. Subject to the terms of this Agreement, the Seller will sell to the Buyer and the Buyer will purchase from the Seller the property described as follows and hereinafter referred to as the "**Property**":

A portion of Lots 18 and 19, Block 6, Alameda Acres, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 4, Page 12, Real Property Records, El Paso County, Texas.

SECTION 2. PURCHASE PRICE AND TITLE COMPANY.

A. The Buyer will pay the Seller a total amount of $49,000 for the Property ("**Purchase Price**"). The Purchase Price above is to be paid by the Buyer to the Seller through the Title Company selected by the Seller ("**Title Company**") at the Closing of this Agreement.

B. The Buyer will submit a check to the Title Company in the amount of $490 ("**Deposit**"), within 15 calendar days of the Effective Date. The Title Company will hold the Deposit in an escrow to be applied as provided by this Agreement. If the sale of the Property is in accordance with the provisions in this Agreement, then the Title Company will apply the Deposit to the Purchase Price of the Property at Closing.

C. The Title Company will act as the escrow holder in this transaction. The Seller will deliver signed copies of this Agreement to the Title Company which will serve as instructions for the closing of this transaction.

SECTION 3. SELLER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. To the best of the Seller's knowledge, the Seller warrants to the Buyer that:

1. The Seller has the full right to convey the Property, as such the Buyer's rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;

2. No leasehold rights or interests have been granted and are currently in effect involving

the Property;

3. No work has been performed on the Property or any materials have been provided for work on the Property that could result in a mechanic's or materialman's lien;

4. There are no pending claims of damage to property or injury to person occurring on the Property;

5. The Seller has not received any notices of condemnation regarding the Property; and

6. There are no unpaid utility bills or unfulfilled maintenance contracts regarding the Property.

7. Property Sold "As Is". **THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS", "WHERE IS" TRANSACTION. BUYER ACKNOWLEDGES AND AGREES THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, THE PURCHASE OF THE PROPERTY SHALL BE ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS" BASIS, SUBJECT TO ORDINARY WEAR AND TEAR FROM THE EFFECTIVE DATE UNTIL CLOSING, AND (B) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, SELLER HAS NO OBLIGATION TO REPAIR ANY DAMAGE TO OR DEFECT IN THE PROPERTY, REPLACE ANY OF THE PROPERTY OR OTHERWISE REMEDY ANY MATTER AFFECTING THE CONDITION OF THE PROPERTY. THIS PROVISION SHALL BE DEEMED TO SURVIVE THE CLOSING.**

B. OBLIGATIONS. The Seller will comply with the following obligations:

1. Within 15 business days of the Effective Date, the Seller will deliver the following documents to the Buyer, if such documents exist:

    a. Any "as-built" plans for any improvements on the Property, if any;

    b. Tax bills showing the amount of the current real property tax and the assessed value of the land; and

2. If the Seller has contracted a real estate broker or agent to represent the Seller in the transaction of this Agreement, then the Seller is responsible for the payments of that contract.

C. RIGHTS.

1. The Seller may select the Title Company that will assist with the sale of the Property. The Seller will forward this Agreement to the Title Company to be used at escrow instructions.

SECTION 4. BUYER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. The Buyer warrants that:

1. There will be no unpaid bills or claims in connection with the inspection of the Property;

B. OBLIGATIONS. The Buyer will comply with the following:

1. **AFTER THE CLOSING, THE BUYER WILL BE RESPONSIBLE FOR ALL ENVIRONMENTAL MATTERS THAT ARISE, EVEN IF SUCH ENVIRONMENTAL MATTERS WERE KNOWN BEFORE THE CLOSING. AFTER THE CLOSING, THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM LIABILITY FROM ENVIRONMENTAL PROBLEMS THAT AFFECT THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. THE BUYER INDEMNIFIES, HOLDS HARMLESS AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF THE SELLER'S REPRESENTATIVES. THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON THE SELLER IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.**

2. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that contract.

C. RIGHTS. The Buyer is responsible for all costs associated with exercising the following rights:

1. INSPECTION. The Buyer may inspect the Property within 30 days of the Effective Date of this Agreement ("**Inspection Period**"). The Buyer will be responsible for all

expenses related to the inspection or any other examination of the Property. The Buyer will ensure that its representatives, agents, consultants, or any other persons related to the inspection of the Property, if any, have general liability insurance of at least $500,000.00 and property damage insurance of at least $500,000.00 during the Inspection Period. The Buyer will ensure the insurance policies are with an insurance provider that is licensed in the State of Texas and are acceptable to the Seller. The Seller disclaims any warranties regarding the condition of the Property and/or the suitability of the Property. The Buyer may terminate this Agreement during the Inspection Period in accordance to Section 5(A)(1). The Buyer acknowledges that the Buyer was given an opportunity to inspect the Property, and is relying on information gathered during the inspection and not information provided to the Buyer by the Seller. The Buyer acknowledges that the information the Buyer has obtained about the Property has been from a variety of sources and that the Seller makes no representation as to the accuracy of that information. **THE BUYER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY'S OFFICER'S AND EMPLOYEES FROM ANY THIRD-PARTY CLAIMS RELATED TO ANY INSPECTIONS PERFORMED BY THE BUYER OR THE BUYER'S EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS. SUCH INDEMNIFICATION RESPONSIBILITY ON BUYER INCLUDES THE OBLIGATION TO PAY FOR ALL ATTORNEY'S FEES AND COURT COSTS INCURRED BY THE SELLER.**

2. TITLE INSURANCE Seller will provide Buyer with a current Title Commitment. Buyer shall pay the cost of the Title Commitment at Closing. Buyer acknowledges and agrees that the Closing of this transaction shall occur through the same title company selected by Seller that issued the Title Commitment and Buyer shall not substitute or require the use of a different title company without the prior approval of the Seller.

3. TITLE REVIEW PERIOD. The Buyer may review the commitment for title insurance within 15 calendar days of receiving the commitment for title insurance ("**Title Review Period**") and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer's objections, if any. If the Buyer does not send the Seller a written notice with the Buyer's objections within the Title Review Period, then the parties will proceed with the purchase and sale of the Property in accordance with the provisions of this Agreement. If the Seller receives objections from the Buyer, then the Seller will perform one of the following within 14 calendar days of receiving Buyer's objections:

    a. Notify the Buyer that the Seller will cure the Buyer's objections before the Closing Date. If the Seller elects this option, then the Seller will cure the Buyer's objections before the Closing Date;

    b. Notify the Buyer that the Seller will cure the Buyer's objections, however the Seller and the Buyer must agree to postpone the Closing Date to allow the Seller enough time to cure the Buyer's objections. The Seller or the Buyer may terminate this Agreement in accordance to Section 5(A)(3) if the Buyer refuses

to postpone the Closing Date; or

c. Notify the Buyer that the Seller will not cure the Buyer's objections. At that time, either party may elect to terminate this Agreement in accordance with Section 5(A)(3).

SECTION 5. TERMINATION.

A. This Agreement may be terminated as provided in this Section.

1. TERMINATION DURING INSPECTION PERIOD. The Buyer may terminate this Agreement for any reason at any time only during the Inspection Period by providing written notice to the Seller. The Buyer may afford the Seller a certain time to cure any defects on the Property that are discovered and notified to the Seller during the Inspection Period. The Seller may cure the defects notified by the Buyer or choose to terminate this Agreement if the Seller refuses to cure the defects. If the Buyer affords the Seller the opportunity to cure any defects, then the Seller will notify the Buyer whether it will cure the defects or terminate this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

2. TERMINATION FOR CAUSE. Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following written notice allowing for 15 calendar days opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Deposit made by the Buyer. If the Buyer terminates this Agreement for cause, then the Seller will refund the deposit to the Buyer and such will be the Buyer's sole remedy under this Agreement.

3. TERMINATION DURING TITLE REVIEW PERIOD. If during the Title Review Period, either party decides to terminate this Agreement, the terminating party must send a written termination notice to the nonterminating party within five (5) calendar days from the expiration of the Title Review Period and in accordance with Section 4 (C) (3). If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

4. TERMINATION FOR CASUALTY. If any damages occur to the Property before the Closing Date due to fire or another casualty, then the parties may mutually agree to postpone the Closing Date to allow the Seller time to repair the damages. The Buyer may only terminate this Agreement if the repairs to the Property by the Seller will lead to the Closing Date being postponed. If the Buyer does not want to postpone the Closing Date to allow the Seller to remedy the damages, then the Buyer may terminate this Agreement by sending a termination notice to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

SECTION 6. CLOSING.

A. Provided that the parties have not terminated this Agreement, the parties will meet all the obligations of this Agreement, including finalizing the sale and transfer of the Property ("**Closing**") within 30 calendar days following the expiration of the Inspection Period or such earlier date as may be specified by the Buyer by not less than five calendar days advance written notice to the Seller ("**Closing Date**"). A party's failure to meet all the obligations of this Agreement by or on the Closing Date is a breach of this Agreement.

B. SELLER'S OBLIGATIONS. Before or on the Closing Date the Seller will deliver the following to the Buyer through the Title Company:

1. A fully executed special warranty deed ("**Deed**") conveying title to the Property in a form substantially similar to the form included in this Agreement as **Attachment "A".** The Deed will convey the Property, subject to permitted exceptions and specifically excluding any water rights whatsoever.

2. All keys or other access devices in the possession of the Seller or its agents to the locks located on the Property, if any; and

3. Any other items requested by the Title Company reasonably necessary to finalize the closing of this Agreement.

C. BUYER'S OBLIGATIONS. At the closing of this Agreement the Buyer will deliver the following to the Seller through the Title Company:

1. The Purchase Price minus the Deposit that is being held by the Title Company.

2. All Closing Costs. The Buyer is responsible for paying all fees associated with the closing of this Agreement, including any Title Company escrow fees and any appraisal cost at Closing. The Buyer will be responsible for paying any fees related to recording the Deed.

3. Any other items requested by the Title Company to finalize the closing of this Agreement.

D. TAXES. General real estate taxes, if any, for the then current year relating to the Property will be prorated on midnight before the Closing Date. If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Land and Improvements. Within 30 Business Days after the actual taxes for the year in which the Closing occurs are determined, Seller and Buyer shall adjust the proration of such taxes and Seller and Buyer, as the case may be, shall pay to the other any amount required as a result of such adjustment and this covenant shall not merge with the

Deed delivered hereunder but shall survive the Closing. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller.

E. POSSESSION. Possession of the Property will be transferred to the Buyer from the Seller at the Closing of this Agreement, as such the Buyer acknowledges that the risk of loss transfers along with the possession of the Property.

SECTION 7. GENERAL PROVISIONS.

A. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.

B. INDEPENDENT CONTRACTOR RELATIONSHIP. This Agreement does not create an employee-employer relationship between the Buyer and the Seller. As such, the Seller is not subject to the liabilities or obligations the Buyer obtains under the performance of this Agreement.

C. TIME IS OF THE ESSENCE. The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement **"business days"** means Monday through Friday excluding City of El Paso holidays and **"calendar days"** means Monday through Sunday excluding City of El Paso holidays.

D. NOTICES. The parties will send all notices required by this Agreement in writing both postmarked and delivered by certified mail. All mailed notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

Seller:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890 CityManager1@elpasotexas.gov
Copy:	City Attorney City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890 CityAttorney@elpasotexas.gov
Copy:	City of El Paso Real Estate Division P.O. Box 1890

El Paso, Texas 79950-1890
RealEstate@elpasotexas.gov

To the Buyer: Flor Maria Chacon
Attn: N/A
12039 Equestrian Road,
El Paso, TX 79928
centroflormaria100@hotmail.com

E. CONFIDENTIALITY. The Buyer acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).

F. GOVERNING LAW. This Agreement is governed by Texas law.

G. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.

H. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.

I. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.

J. GOVERNMENTAL FUNCTIONS. The parties agree that the Seller is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the Seller is entering into this Agreement as a governmental entity performing a governmental function.

K. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.

L. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

M. SUCCESSORS AND ASSIGNS. This Agreement is binding on the Seller and the Buyer, and the Buyer's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.

N. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries for this Agreement.

O. REPRESENTATIONS AND WARRANTIES. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.

P. COUNTERPARTS. The parties may execute this Agreement in counterparts.

Q. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

(Space left intentionally blank)

(Signatures begin on the following pages)

EXECUTED by City the ___ day of _____, 20__.

SELLER:
CITY OF EL PASO, TEXAS

_____
Dionne L. Mack
City Manager

APPROVED AS TO FORM:
BY THE CITY ATTORNEY'S OFFICE

APPROVED AS TO CONTENT:

_____
Mary Lou Espinoza
Real Estate Division

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 20__, by Dionne L. Mack, as **City Manager** of the **City of El Paso, Texas**.

_____
Notary Public, State of Texas

My commission expires:

_____

EXECUTED by Buyer the 1st day of June, 2026

BUYER:
Flor Maria Chacon

By: _____
Flor Maria Chacon

THE STATE OF Texas §
§
COUNTY OF El Paso §

This instrument was acknowledged before me on this 1st day of JUNE, 2026 by FLOR M CHACON, as _____ of the **Buyer**.

_____
Notary Public, State of Texas

My commission expires:

2-3-2030

MAIKA JACKSON
Notary Public, State of Texas
Comm. Expires 02-03-2030
Notary ID 135547131

ATTACHMENT "A"
FOR EXHIBIT PURPOSES ONLY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Effective Date: _____, {Year}

Grantor: **City of El Paso, Texas,** a Texas home-rule municipality

Grantor's Mailing Address: City of El Paso
P.O. Box 1890
El Paso, Texas 79950-1890

Grantee: {'General - Entity Legal Name'}

Grantee's Mailing Address: {'General - Entity Address'}

PROPERTY (INCLUDING ANY IMPROVEMENTS):

{'Property Legal Description'}, as more particularly described in **Attachment "A"**.

CONSIDERATION

$10.00 and other valuable consideration, receipt of which is hereby acknowledged.

EXCEPTIONS TO CONVEYANCE
To be added per title commitment.

RESERVATIONS TO CONVEYANCE
To be added.

WARRANTY AND CONVEYANCE

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and exceptions to warranty, GRANTS, SELLS, and CONVEYS to the GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to the GRANTEE, the GRANTEE'S administrators, successors and assigns forever. The GRANTOR binds the GRANTOR and the GRANTOR'S successors and assigns to warrant and forever defend all and singular the Property to the GRANTEE and the GRANTEE'S

administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor, but not otherwise.

EXCEPT AS EXPRESSLY PROVIDED IN THAT CERTAIN CONTRACT OF SALE DATED _____, 202__ BETWEEN THE GRANTOR AND THE GRANTEE, THE CONVEYANCE OF THE PROPERTY IS ON AN "AS IS" BASIS, WITH THE GRANTOR NOT MAKING, AND THE GRANTEE NOT RELYING UPON, ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, OTHER THAN SPECIAL WARRANTY OF TITLE.

IN WITNESS WHEREOF this Special Warranty Deed is executed this ____ day of _____, {Year}.

GRANTOR:
CITY OF EL PASO

By: _____
Dionne L. Mack, City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument was acknowledged before me on the ___ day of _____, {Year}, by Dionne L. Mack, City Manager, City of El Paso.

_____
Notary Public in and for the State of Texas

My Commission expires: _____

AFTER RECORDING, RETURN TO:

City of El Paso
City Clerk's Office
P.O. Box 1890
El Paso, TX 79950-1890

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

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

Definitions:

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

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

Contributor / Donor Information:

Full Name	FLOR MARIA CHACON
Business Name	N/A
Agenda Item Type	N/A
Relevant Department	N/A

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

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

OR

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

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

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

Signature: _____ Date: June 1st 2026

File #: 26-0793, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

An Ordinance granting a Special Privilege License to Wiley Condominium Association to permit the existing aerial encroachment of a perpendicular sign and three (3) exhaust fans, and the surface encroachment of three (3) backflow water preventers, all within a portion of City Right-of-way at 1125 Texas Avenue, El Paso, Texas: setting the License term for five (5) years with one (1) renewable five (5) year term.

Subject Property: 1125 Texas Avenue
Applicant: Wiley Condominium Association
Case Number: PSPN25-00005

City of El Paso Agenda Summary Form

City Clerk

Submitted On:
Jun 23, 2026, 10:33AM EDT

Department / Council Office	Planning and Inspections
Agenda Date	July 07, 2026
Public Hearing Date	July 21, 2026
Email of User Submitting Form	martinezar@elpasotexas.gov
Contact Person	Kevin W. Smith 9152121566
2nd Contact Person	Armida R. Martinez 9152121605
District(s) Affected	District 8
Agenda Item	An Ordinance granting a Special Privilege License to Wiley Condominium Association to permit the existing aerial encroachment of a perpendicular sign and three (3) exhaust fans, and the surface encroachment of three (3) backflow water preventers, all within a portion of City Right-of-way at 1125 Texas Avenue, El Paso, Texas: setting the License term for five (5) years with one (1) renewable five (5) year term. Subject Property: 1125 Texas Avenue Applicant: Wiley Condominium Association Case Number: PSPN25-00005
Issue Statement	Council is being asked to approve a Special Privilege License for the existing encroachments within the City right-of-way at 1125 Texas Avenue. Approval will authorize the continued use and maintenance of these existing improvements.
Background	This request would permit the aerial encroachment of a sign and three (3) exhaust fans, as well as the surface encroachment of three (3) backflow water preventers. Approval will authorize the continued use and maintenance of these existing improvements.
Council Options	Approve Deny
Committee Review and/or Recommendation	N/A
Community and Stakeholder Outreach (if applicable, as an attachment) – please include	N/A
Related City Policies	El Paso City Code Title 15 - Special Privilege licenses and permits.

Prior Council Action	N/A
The City Attorney’s Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	N/A
Enter the elected official's name followed by the amount donated.	The Disclosure of Campaign Contributions and Donations Form has not yet been returned.
For More Information	Armida R. Martinez 9152121605 martinezar@elpasotexas.gov

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL PRIVILEGE LICENSE TO WILEY CONDOMINIUM ASSOCIATION TO PERMIT THE EXISITING AERIAL ENCROACHMENT OF A PERPENDICULAR SIGN AND THREE (3) EXHAUST FANS, AND THE SURFACE ENCROACHMENT OF THREE (3) BACKFLOW WATER PREVENTERS, ALL WITHIN A PORTION OF CITY RIGHT-OF-WAY AT 1125 TEXAS AVENUE, EL PASO, TEXAS; SETTING THE LICENSE TERM FOR FIVE (5) YEARS WITH ONE (1) RENEWABLE FIVE (5) YEAR TERM.

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

SECTION 1. DESCRIPTION

The City of El Paso (hereinafter called "City") hereby grants a Special Privilege License (hereinafter called "License") to WILEY CONDOMINIUM ASSOCIATION (hereinafter collectively referred to as the "Grantee"). This License will permit the maintenance, use, and repair of the following existing encroachments within the City the right-of-way: three (3) exhaust fans totaling 28.5 square feet; three (3) backflow water preventers measuring 6 square feet each, for a total of 18 square feet, located along Noble Street; and the aerial encroachment of a perpendicular sign measuring 102 square feet and encroaching five (5) feet over City right-of-way along Texas Avenue, as shown in Exhibit "A".

All items are located within a portion of the City right-of-way, as shown in ***Exhibits "A"*** which are made a part hereof for all purposes (hereinafter collectively referred to as the Encroachments.

SECTION 2. LICENSE AREA

The rights of the Encroachments granted herein within a portion of City right-of-way located at 1125 Texas Avenue and legally described as Lots 29 through 32, Block 14 Franking Heights Addition to the City of El Paso, El Paso County, Texas, more particularly shown in ***Exhibit "B"*** which is made part hereof for all purposes (hereinafter referred to as "License Area").

SECTION 3.USE OF PROPERTY

This License is granted solely for the encroachment onto City right-of-way for the existing Encroachments. Grantee agrees to maintain the License Area in proper working condition and in accordance with all applicable City specifications, which includes restoration to allow and not impede the City's use of the right of way for pedestrian access.

Except for the waiver of fees as provided herein, this License shall not be construed to waive any City permit requirements. Grantee shall be responsible for all maintenance. Grantee, at no cost to the City, shall clean up all litter and debris within the License Area, leaving City right-of-way in a clean and orderly condition at all times.

This License shall not permit or be construed to permit any other private use of the City right-of-way that impairs its function as a City right-of-way. Except for maintenance of the Encroachments as provided herein, Grantee shall not construct any additional improvements, or make any additions or alterations on, above, or below the City right-of-way, without prior written consent of the El Paso City Manager or designee.

SECTION 4. REGULATION OF CONSTRUCTION

The work done by Grantee in replacing, repairing, reconstructing, or maintaining the Encroachments shall be subject to all applicable City, State, and Federal requirements applicable to the construction of the Encroachments. Work done in connection with the repair and maintenance of the Encroachments is subject to the continuing police power of the city.

In the event that Grantee desires to reconstruct, repair, maintain, or replace the Encroachments built hereunder, Grantee shall obtain all applicable permits required by the City. Where proposed, any excavation or trenching and other construction in the License Area shall be so carried out as to interfere as little as practical with the surface use of the License Area in accordance with any lawful and reasonable direction given by or under the authority of the governing body of the City under the police and regulatory powers necessary to provide for public convenience.

Grantee covenants and agrees that Grantee shall, at Grantee's own expense, repair all water lines, storm and sanitary sewer lines, service lines and water meters owned by the City that Grantee, Grantee's employees, contractors, agents or assigns damage so that such repair of the water lines, storm and sanitary sewer lines and water meters shall comply with the approval of the City.

The City shall have the power at any time to order and require Grantee to remove and abate any portion of the License Area that is dangerous to life or property; Should Grantee, after notice, fail or refuse to comply within a reasonable time, the City shall have the power or abate the same, at the expense of Grantee. In the event City removes or abates the License Area as provided herein, Grantee shall not be compensated for the loss of the License Area, or revenues associated with the area, nor shall the City be liable to the Grantee for any direct, indirect or consequential damages due to the removal or abatement of the License Area.

SECTION 5. TERM

This License shall be for a term of FIVE (5) years from the effective date hereof, unless terminated earlier as provided herein. At the end of this term, the City shall have the unilateral option of renewing this License for One (1) additional FIVE (5) year term upon the request of the Grantee and approval of the City Manager. If Grantee Wishes the City to renew this License, Grantee shall submit a request in writing to the City no later than three (3) months prior to the expiration date of this License. Should Grantee fail to submit such request for the extension of this License to the City as herein required, the License shall expire upon the expiration date. Grantee understands, agrees, and accepts that the City may require the terms, conditions, and provisions of this License be modified as a condition for renewing the grant of the encroachment within the License Area as permitted by this License.

SECTION 6. WORK DONE BY OTHERS

Throughout the term of this License, the City expressly reserves the right to install, repair, or reconstruct the City right-of-way used or occupied by Grantee, any streets or alleys and all ancillary public uses, usual and customary in connection with streets and alleys, expressly including but not limited to, drainage facilities and structures.

The City reserves the right, subject to further conditions described in this paragraph, to lay and permit to be laid, utility lines including, but not limited to, storm and sanitary sewer, gas, water, and other

pipelines or cables, and to do and permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the governing body of the City in, across, along, over or under the License Area occupied by Grantee, and to change any curb or sidewalk or the street grade of any street. The City shall notify Grantee of work to be performed as herein described. The City shall not be liable to Grantee for any damage resulting there from, nor shall the City be liable to Grantee for any damages arising out of the performance of any work by the City, its contractors or subcontractors, not willfully and unnecessarily occasioned; provided, however, nothing herein shall relieve any other persons or entities from liability for damage to the License Area

SECTION 7. RESERVATION OF SURFACE, SUBSURFACE, AND AIRSPACE RIGHTS

The City reserves the right to use the surface or subsurface or airspace within the License Area for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on, across, along, under or over said License Area occupied by Grantee provided such use does not interfere with Grantee's use of the License Area. Whenever by reason of said work in connection with said purposes it shall be deemed necessary by the City to alter, change, adapt, conform or relocate portions of the Encroachments such alteration or change or relocation shall be made by Grantee when ordered in writing by the City Manager or designee without any claim for reimbursement or damages against the City.

SECTION 8. CONSIDERATION

As consideration for this Special Privilege License, the Grantee shall pay to the City an initial fee of **ONE THOUSAND ONE HUNDRED THIRTEEN AND 00/100 DOLLARS ($1,113.00)**. Thereafter, the annual fee shall be **ONE THOUSAND ONE HUNDRED THIRTEEN AND 00/100 DOLLARS ($1,113.00)** per year. The annual fee shall remain the same for a period of one year from the date of execution by the El Paso City Council and shall be subject to change after each one-year period the License remains in effect. The El Paso City Council retains the right to increase or decrease the annual fee specified in this License.

The City shall notify the Grantee of any proposed changes in fees as prescribed in Section 14 (Notice) of this License. This License is granted on the condition the Grantee pay for all costs

associated with the Encroachments, as well as all costs for the restoration of the License Area upon the termination of the License.

The first annual consideration shall be due and owing prior to the El Paso City Council approval of the License. The advance payment shall be in the form of a cashier's check or business check payable to "The City of El Paso" and delivered to the Planning and Inspections Department for remittance to the Financial Accounting & Reporting. If the Special Privilege is disapproved by the El Paso City Council, a full refund of the payment shall be made by the Financial Accounting & Reporting within fifteen (15) days of the denial action. Subsequent annual considerations shall be due the first day of the month in which the License has been granted by the El Paso City Council and remitted to the Financial Accounting & Reporting.

ADVANCE PAYMENT OPTION:

Grantee shall have the option of pre-paying the City the entire amount for the FIVE (5) year term of the License, prior to the execution of this License. The FIVE (5) year amount is equal to FIVE THOUSAND TWO-HUNDRED FIFTY 00/100 DOLLARS ($5,250.00). Said $5,250.00 reflects a three percent (3%) discount rate of the annual fees for the entire FIVE (5) year term of the License. Should Grantee select the advance payment option, Grantee shall not be entitled to a refund of the consideration paid to the City in case of cancellation by the City and/or the Grantee prior to the expiration of the FIVE (5) year term.

Both the annual consideration and the advance payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including, but not limited to, ad valorem taxes, assessments for public improvements or any other assessments that may be enacted during the term of this License or any renewal, except hereinafter provided. The fee established in this section shall not be affected by any relocation of Grantee's Encroachments required by the City pursuant to this License.

The fee payment shall be exclusive of and in addition to all costs of obtaining required permits, plans and other approvals as necessary to conform to all other applicable City Special Privileges and regulations.

SECTION 9. INSURANCE

Prior to commencement of any future repairs, or maintenance operations during the term of this License, Grantee shall provide the City with a certificate of insurance and shall maintain such insurance in effect during the term of this License. The City shall be named as an additional insured on all of the Grantee's insurance policies that are required by this License. Failure to maintain insurance after receipt of notice of default and thirty (30) days to cure shall be a material breach of this License and a basis for termination of this License by the City.

Grantee shall obtain and provide a general liability policy with a one million-dollar ($1,000,000.00) limit, per occurrence, for personal injury, death, and property damage, with a minimum one million dollar ($2,000,000.00) general aggregate limit. These amounts are not a limitation upon the Grantee's agreement to indemnify and hold the City harmless.

Grantee shall procure said insurance with a solvent insurance company authorized to do business in Texas. Such policy or certificate shall provide that the insurance cannot be canceled, modified or the amount of coverage changed without thirty (30) days prior written notice to the Financial Services Department, or ten (10) days prior written notice to the Financial Services Department for cancellation based on non-payment of insurance premiums. Grantee shall file a copy of the policy of insurance with Financial Services Department and the Planning and Inspections Department. If the policy is not kept in full force and effect throughout the term of this License, the License shall automatically become void.

SECTION 10. INDEMNITY

AS A CONDITION OF THIS LICENSE, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND COSTS), FEES, FINES, PENALTIES, PROCEEDINGS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH OR PROPERTY DAMAGE,

ARISING OUT OF, RESULTING FROM OR RELATED TO THE GRANTEE'S ACTIVITIES UNDER THIS LICENSE, INCLUDING ANY ACT OR OMISSION BY THE GRANTEE, THE GRANTEE'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, ALL, WITHOUT, HOWEVER, WAIVING GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY, HEREAFTER, THE "DAMAGES". THIS INDEMNIFICATION SHALL APPLY EVEN WHERE SUCH DAMAGES DESCRIBED ABOVE INVOLVE THE NEGLIGENCE OR ALLEGATIONS OF NEGLIGENCE ON THE PART OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any person or entity. Without modifying the conditions of preserving, asserting, or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to the Grantee every demand, notice, summons, or other process received by the City in any claim or legal proceeding contemplated herein. Grantee shall investigate or cause the investigation of accidents or occurrences involving such damages, negotiate or cause to be negotiated the claim as the Grantee may deem expedient, and defend or cause to be defended on behalf of the City all suites for damages, even if groundless, false or fraudulent brought because of such damages. Grantee shall pay all judgments finally establishing liability of the City in actions defended by Grantee pursuant to this section, along with all attorneys' fees and costs incurred by the City, including interest accruing to the date of payment by Grantee and premiums on any appeal bonds.

The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. In addition, the Grantee shall promptly advise the City in writing of any claim or demand against the City or the Grantee known to the Grantee related to or arising out of the Grantee's activities under this License. **The City will not be responsible for any loss of or damage to the Grantee's property from any cause.**

SECTION 11. RIGHTS IN THE EVENT OF ABANDONMENT

As an express condition of this License, and not as a mere covenant, in the event Grantee abandons the Encroachments or a portion thereof or ceases to use the Encroachments for the purposes enumerated herein for any period of six (6) months or longer, other than the time elapsing between the Effective Date of this license and the completion of construction of the Encroachments, this License shall automatically terminate, free and clear of any right, title, or interest in Grantee without the necessity of any notice to Grantee or any re-entry by the City.

SECTION 12. CANCELLATION

Grantee shall have the option to terminate this License at any time upon giving the City written notice thirty (30) days in advance of such termination. In addition, the City shall have the option to cancel and terminate this License for failure of Grantee to comply with any material provision or requirement contained in this agreement after thirty (30) days written notice to Grantee. However, if said breach or failure to comply cannot be reasonably cured within thirty (30) days, if Grantee shall proceed promptly to cure the same with due diligence, the time for curing such failure to comply shall be extended for such period of time as may be deemed reasonably necessary by the City to complete such curing unless such breach involves public safety.

The City shall have the option to terminate this License at any time upon giving the Grantee written notice thirty (30) days in advance of such termination, at no cost to the City and may take possession of the City right-of-way. All rights of the Grantee for the City right-of-way shall then be terminated. If the License is cancelled by the City, Grantee shall not be entitled to a refund of the paid annual consideration for the months remaining in the License year (the twelve-month period beginning on the effective date of this License). If this License is cancelled due to Grantee's failure to cure any default under this License, abandonment or cancellation by Grantee, Grantee shall not be entitled to a refund of consideration paid to the City.

Upon termination of this License, prior to the expiration of the original term for any reason, Grantee shall remove Grantee's Encroachments located in the License Area at no cost to the City. Grantee shall restore the License Area to the reasonable satisfaction of the City Traffic Engineer and in

accordance with City specifications, at Grantee's own cost and expense. Any such restoration shall be subject to the reasonable approval of the City. If the Grantee fails to restore the License Area as required herein, the City may at its option restore the License Area and charge such costs to Grantee who shall be responsible for payment of such repair and restoration costs.

The City shall have the option to terminate this License at any time or assure that the property is maintained in good order throughout the term of the license upon written notice sixty (60) days in advance of such termination, at no cost to the City and may take possession of the City right-of-way. All rights of the Grantee for the City right-of-way shall then be terminated, unless upon termination of this License, the City agrees to the sale of the land to the Grantee, which upon payment of a fair valuation therefore, the land shall be and become the property of the Grantee.

SECTION 13. RECORDS

The El Paso City Council and the El Paso City Manager or designee shall be kept fully informed by Grantee as to matters pertaining in any way to Grantee's exercise of Grantee's rights under this License, including the construction, replacement, maintenance, and repair of the Encroachments within the License Area. Obtaining all applicable City permits shall be deemed sufficient to keep such parties informed. Grantee shall keep complete and accurate maps, construction drawings, and specifications describing the location of the structure(s) within the City right-of-way. The City shall have the right, at reasonable times to inspect such maps, construction drawings, and specifications.

SECTION 14. NOTICE

Any notice or communication required in the administration of this License shall be sent in writing by prepaid certified mail, return receipt requested, to the following addresses:

CITY: City of El Paso
ATTN: City Manager
300 North Campbell Street
El Paso, Texas 79901

with copy to: City of El Paso
ATTN: Planning and Inspections Department
811 Texas Avenue
El Paso, Texas 79901

with copy to: City of El Paso
Financial Accounting & Reporting
ATTN: General Accounting
300 North Campbell Street
El Paso, Texas 79901

GRANTEE: WILEY CONDOMINIUM ASSOCIATION
1125 Texas Ave.
El Paso, Texas 79901

or to such other addresses as Grantee may designate from time to time by written notice as required in this paragraph.

SECTION 15. ASSIGNMENT

The rights granted by this License inure to the benefit of the Grantee, and any parent, subsidiary, or successor entity now or hereafter existing. The rights shall not be assignable without the express advanced written consent of the El Paso City Manager.

SECTION 16. LEASING OR DEDICATION OF FACILITIES

Grantee, without the advanced written consent of the El Paso City Manager or designee, shall not lease the License Area to any non-grantee person or entity.

SECTION 17. ADMINISTRATION OF LICENSE

The El Paso City Manager or designee is the principal City official responsible for the administration of this License. Grantee recognizes that questions regarding the interpretation or application of this License shall be referred to the El Paso City Manager or designee.

SECTION 18. NO PROPERTY RIGHTS

Nothing herein shall grant any real property interest to the Grantee nor give rise to any vested right in the Grantee, Grantee's assigns or successors in interest, none of whom shall have a cause of action for damages upon revocation or termination of this License in accordance with the terms herein.

SECTION 19. LIENS AND ENCUMBRANCES

Grantee shall defend and indemnify the City against any liability and loss of any type arising from any lien or encumbrance on the License Area that arises or is alleged to have arisen from Grantee's use of the Licensed Area.

SECTION 20. RIGHT OF ENTRY AND INSPECTION

The City's authorized representative shall have the right to enter upon the licensed area at all reasonable times for the purpose of inspecting the same and determining compliance with the terms of this License.

SECTION 21. LAWS AND ORDINANCES

Grantee shall comply with all applicable statutes, laws, codes and ordinances applicable to Grantee's construction, repair, renovation, alteration or use of the License Area.

SECTION 22. ENTIRE AGREEMENT

This document contains all of the agreements between the parties and may not be modified, except by an agreement in writing signed by both parties.

SECTION 23. SEVERABILITY

Every provision of this license is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality shall not affect the validity of the remainder of this license.

SECTION 24. LAWS GOVERNING/VENUE

The laws of the State of Texas shall govern the validity, performances, and enforcement of this license and if legal action is necessary to enforce it, exclusive venue shall be in El Paso County, Texas.

SECTION 25. RESTRICTIONS AND RESERVATIONS

This License is subject to all rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land. If, at any time during the initial term of

this license, or any extension thereof, any such rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land, preclude, interrupt or interfere with Grantee's use of the License Area, Grantee shall have the right to terminate this License upon giving the City prior written notice of its intent to do so.

SECTION 26. EFFECTIVE DATE

The Effective Date of this License shall be the date last entered below. This License shall not take effect unless Grantee files Grantee's written acceptance with the City prior to the enactment of this License by the El Paso City Council.

PASSED AND APPROVED this ____ day of _____ 2026

WITNESS THE FOLLOWING SIGNATURES AND SEALS

THE CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura Prine
City Clerk

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

Kevin Smith
Kevin W. Smith, Interim Director
Planning and Inspections Department

ACCEPTANCE

The above instrument, with all conditions thereof, is here by accepted this 22 day of April, 2026.

GRANTEE:

WILEY CONDOMINIUM ASSOCIATION

Benjamin WestBrook

By: _____, as 4/22/2026

ACKNOWLEDGMENT

THE STATE OF TEXAS)

)

COUNTY OF EL PASO)

This instrument is acknowledged before me on this 22nd day of April, 2026, by Benjamin WestBrook as Grantee.

Billie Brownlee

Notary Public, State of Texas

Billie Brownlee

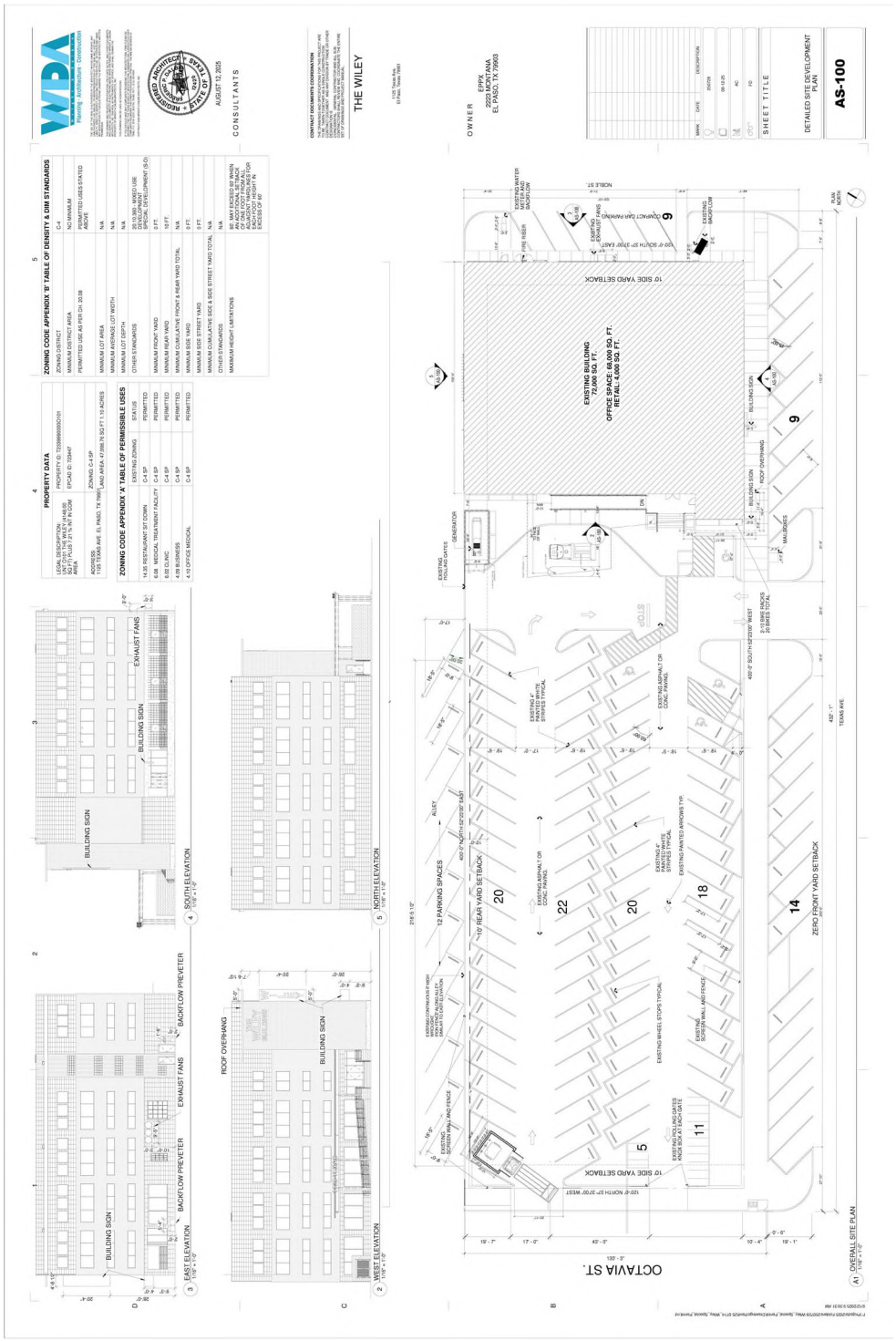
Notary's Printed or Typed Name

12-12-28

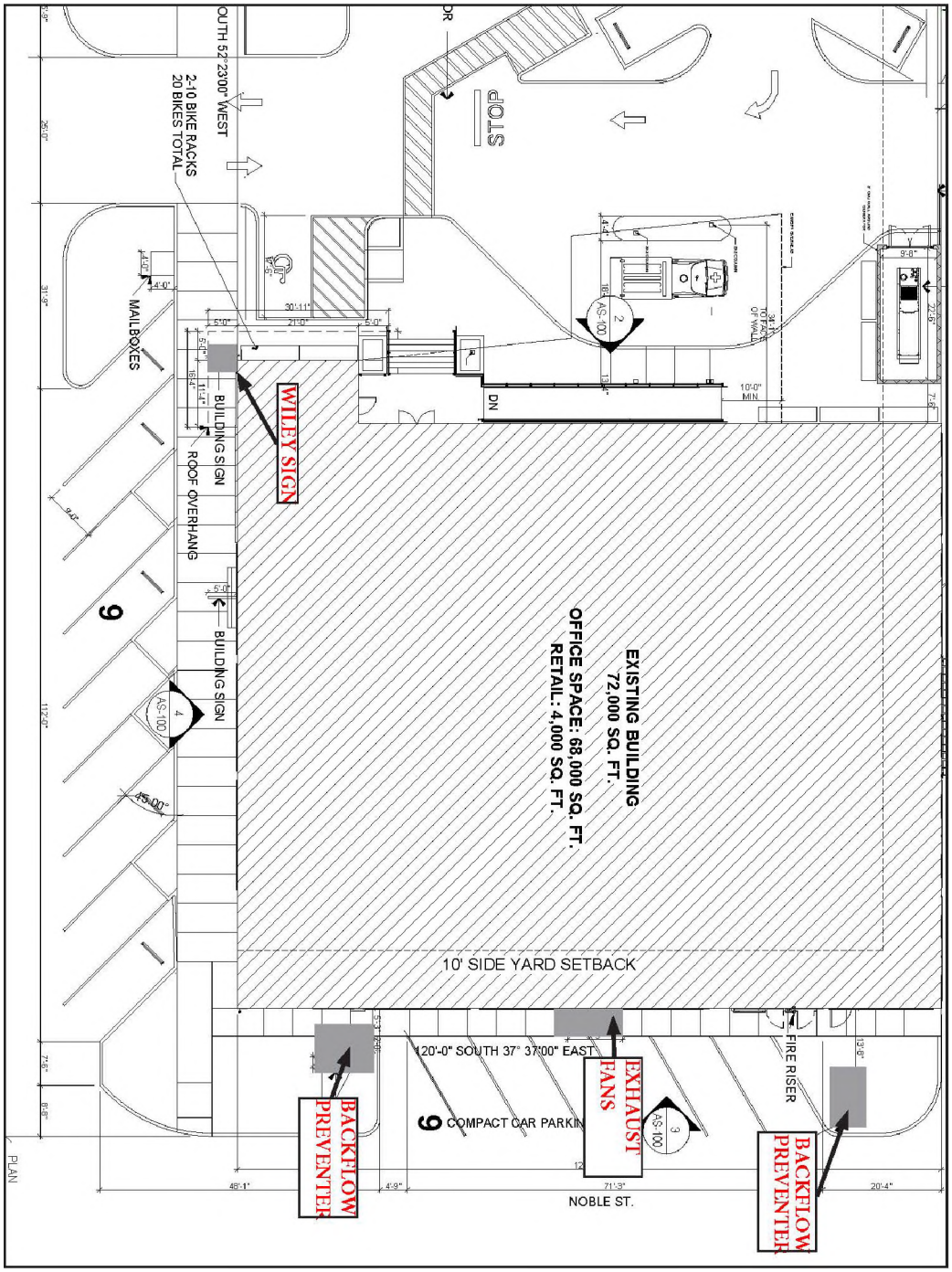
My Commission Expires

BILLIE BROWNLEE
Notary ID #132822221
My Commission Expires
December 12, 2028

EXHIBITS A

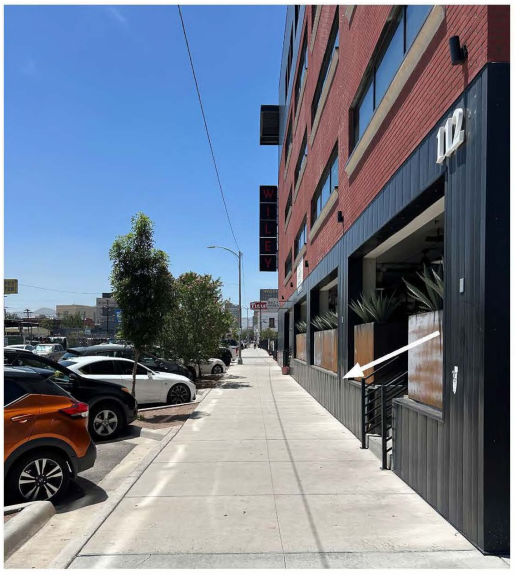

WDA
Planning Architecture Construction
CONSULTANTS
AUGUST 12, 2025
THE WILEY
OWNER
EPPX
2223 MONTANA
EL PASO, TX 79903
SHEET TITLE
DETAILED SITE DEVELOPMENT PLAN
AS-100
PROPERTY DATA
ZONING CODE APPENDIX 18' TABLE OF DENSITY & DIM STANDARDS
ZONING CODE APPENDIX A' TABLE OF PERMISSIBLE USES
EXISTING BUILDING
27,000 SQ. FT.
OFFICE SPACE: 20,000 SQ. FT.
RETAIL: 4,000 SQ. FT.
12 PARKING SPACES
10' REAR YARD SETBACK
ZERO FRONT YARD SETBACK
10' SIDE YARD SETBACK
OCTAVIA ST.
NORTH ELEVATION
SOUTH ELEVATION
EAST ELEVATION
WEST ELEVATION
OVERALL SITE PLAN

LOCATION MAP SHEET--1125 TEXAS AVENUE-WILEY BUILDING



SITE PHOTOS

SIGN ENCROACHMENT





EXHAUST FANS



BACKFLOW PREVENTERS





EXHIBITS B

GRV Integrated Engineering Solutions LLC

11385 James Watt, Suite B-15
El Paso, Texas 79936
915-351-6701 Office
915-595-2905 Fax
grvies@gmail.com
www.grvies.com

TBPELS Firm #15313, #10194238

METES AND BOUNDS DESCRIPTION

THE WILEY CONDOMINIUM REGIME,
CITY OF EL PASO, EL PASO COUNTY, TEXAS
1.1019 ACRES (48,000.00 SQUARE FEET)

THIS METES AND BOUNDS DESCRIPTION WAS PREPARED TO IDENTIFY THE APPURTENANCES THAT ENCROACH INTO THE CITY OF EL PASO RIGHT-OF-WAY. THESE ITEMS INCLUDE THE PORCH OVERHAND, THE WILEY SIGN, THE SALT N HONEY SIGN, AND THE EXHAUST UNITS AS SHOWN ON THE ATTACHED SURVEY EXHIBIT OF THE SAME DATE. OTHER ITEMS IDENTIFIED INCLUDE THE WATER METER, BACKFLOW PREVENTORS ENCLOSEMENTS, GAS METER, AND THE ELECTRIC METER AND CABINET. THE ENTIRETY OF THE WILEY CONDOMINIUM REGIME CONTAINING 1.1019 ACRES, MORE OR LESS, LOCATED IN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS; **COMMENCING** AT A CITY MONUMENT LOCATED 10.00 FEET NORTH FROM THE CENTERLINE INTERSECTION OF NOBLE STREET (70.00' ROW) AND TEXAS AVENUE (72.00' ROW) AS DEPICTED IN THE WILEY CONDOMINIUM DECLARATION DOCUMENT #20230032891, EXHIBIT D (CONDOMINIUM PLAT) OF THE EL PASO COUNTY PUBLIC RECORDS; **THENCE**, TRAVELING SOUTH 52° 23' 00" WEST FOR A DISTANCE OF 35.00 FEET AND PARALLEL TO THE TEXAS AVENUE CENTERLINE (72.00' ROW); **THENCE**, TRAVELING NORTH 37° 37' 00" WEST, FOR A DISTANCE OF 26.00 FEET ALONG THE NOBLE STREET RIGHT-OF-WAY (70.00' ROW) TO A BUILDING CORNER, BEING THE SOUTHEASTERN CORNER OF THIS LOT AND THE **POINT OF BEGINNING** OF THIS DESCRIPTION;

1) **THENCE**, TRAVELING SOUTH 52° 23' 00" WEST ALONG THE TEXAS AVENUE RIGHT-OF-WAY (72.00' ROW), FOR A DISTANCE OF 400.00 FEET TO A POINT (CANNOT SET REBAR) AND BEING THE SOUTHWESTERN CORNER OF THIS PARCEL;
2) **THENCE**, TRAVELING NORTH 37° 37' 00" WEST ALONG THE OCTAVIA STREET RIGHT-OF-WAY (70.00' ROW), FOR A DISTANCE OF 120.00 FEET TO A POINT (CANNOT SET REBAR) AND BEING THE NORTHWESTERN CORNER OF THIS PARCEL;
3) **THENCE**, TRAVELING NORTH 52° 23' 00" EAST ALONG A PLATTED ALLEY (UNVERIFIED ROW), FOR A DISTANCE OF 400.00 FEET TO THE NORTHEAST BUILDING CORNER (CANNOT SET REBAR) LOCATED WEST OF THE NOBLE STREET RIGHT-OF-WAY (70.00' ROW) AND BEING THE NORTHEASTERN CORNER OF THIS PARCEL;
4) **THENCE**, TRAVELING SOUTH 37° 37' 00" EAST ALONG THE WESTERN NOBLE STREET RIGHT-OF-WAY (70.00' ROW), FOR A DISTANCE OF 120.00 FEET TO THE SOUTHEAST BUILDING CORNER (CANNOT SET REBAR) AND BEING THE SOUTHEASTERN CORNER OF THIS DESCRIPTION, AND THE **TRUE POINT OF BEGINNING**, CONTAINING 1.1019 ACRES OF LAND.

GRV Integrated
Engineering Solutions LLC

11385 James Watt, Suite B-15
El Paso, Texas 79936
915-351-6701 Office
915-595-2985 Fax
grvies@gmail.com
www.grvies.com

TBPELS Firm #15313, #10194278

SAID THE WILEY CONDOMINIUM REGIME, CITY OF EL PASO, EL PASO COUNTY, TEXAS, AND BEING SUBJECT TO ALL EASEMENTS OF RECORD. THIS METES AND BOUNDS IS ACCOMPANIED BY A BOUNDARY IMPROVEMENT SURVEY EXHIBIT OF SAME DATE.

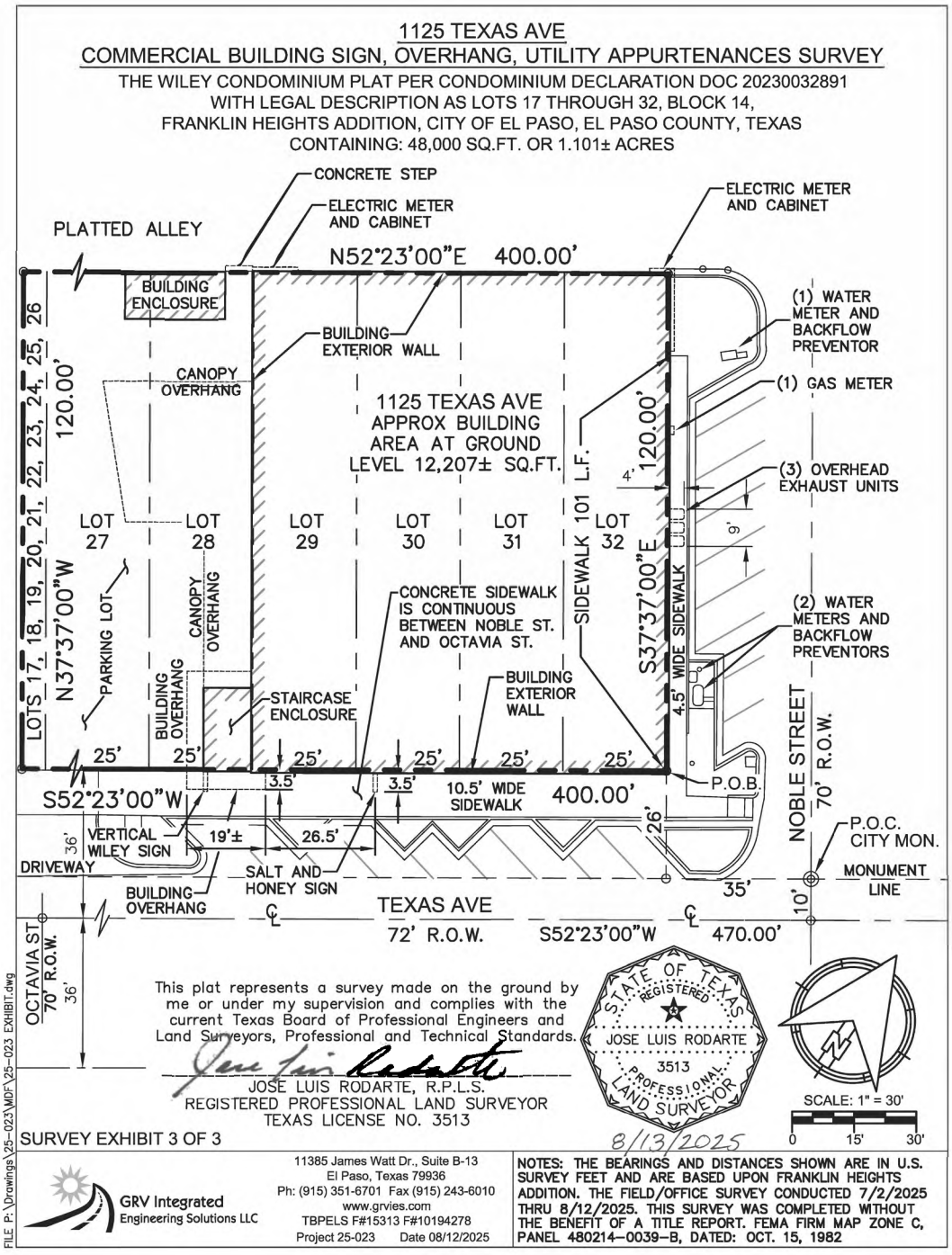
That I, Jose L. Rodarte, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision in the City of El Paso, El Paso County, Texas on the date shown below.

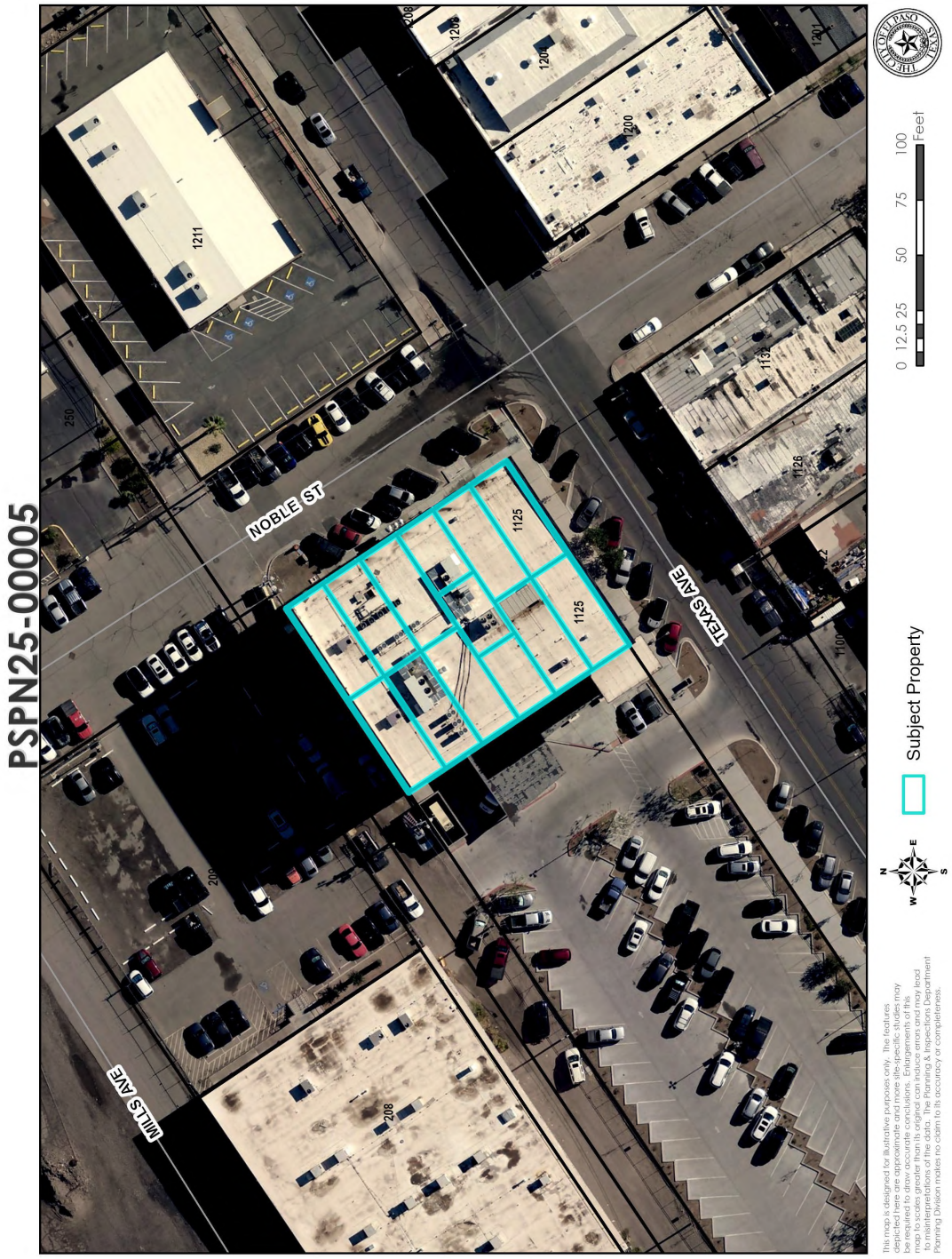
THE STATE OF TEXAS
COUNTY OF EL PASO
WITNESS MY HAND AND SEAL KNOW ALL MEN BY THESE PRESENTS:



Jose L. Rodarte — Date 7/29/25

Jose L. Rodarte
Registered Professional Land Surveyor


1125 TEXAS AVE
COMMERCIAL BUILDING SIGN, OVERHANG, UTILITY APPURTENANCES SURVEY
THE WILEY CONDOMINIUM PLAT PER CONDOMINIUM DECLARATION DOC 20230032891
WITH LEGAL DESCRIPTION AS LOTS 17 THROUGH 32, BLOCK 14,
FRANKLIN HEIGHTS ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS
CONTAINING: 48,000 SQ.FT. OR 1.101± ACRES
CONCRETE STEP
ELECTRIC METER AND CABINET
PLATTED ALLEY
N52°23'00"E 400.00'
BUILDING ENCLOSURE
BUILDING EXTERIOR WALL
CANOPY OVERHANG
1125 TEXAS AVE
APPROX BUILDING
AREA AT GROUND
LEVEL 12,207± SQ.FT.
LOTS 17, 18, 19, 20, 21, 22, 23, 24, 25, 26
120.00'
N37°37'00"W
LOT 27
LOT 28
LOT 29
LOT 30
LOT 31
LOT 32
PARKING LOT
CANOPY OVERHANG
BUILDING OVERHANG
STAIRCASE ENCLOSURE
CONCRETE SIDEWALK IS CONTINUOUS BETWEEN NOBLE ST. AND OCTAVIA ST.
SIDEWALK 101 L.F.
S37°37'00"E
120.00'
4'
4.5' WIDE SIDEWALK
9'
(1) WATER METER AND BACKFLOW PREVENTOR
(1) GAS METER
(3) OVERHEAD EXHAUST UNITS
(2) WATER METERS AND BACKFLOW PREVENTORS
25'
3.5'
10.5' WIDE SIDEWALK
400.00'
S52°23'00"W
P.O.B.
NOBLE STREET
70' R.O.W.
P.O.C.
CITY MON.
MONUMENT LINE
10'
35'
26'
36'
VERTICAL WILEY SIGN
19'±
26.5'
DRIVEWAY
SALT AND HONEY SIGN
BUILDING OVERHANG
TEXAS AVE
72' R.O.W.
S52°23'00"W
470.00'
OCTAVIA ST
70' R.O.W.
36'
This plat represents a survey made on the ground by me or under my supervision and complies with the current Texas Board of Professional Engineers and Land Surveyors, Professional and Technical Standards.
JOSE LUIS RODARTE, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 3513
STATE OF TEXAS
REGISTERED
JOSE LUIS RODARTE
3513
PROFESSIONAL
LAND SURVEYOR
8/13/2025
SCALE: 1" = 30'
0
15'
30'
SURVEY EXHIBIT 3 OF 3
GRV Integrated
Engineering Solutions LLC
11385 James Watt Dr., Suite B-13
El Paso, Texas 79936
Ph: (915) 351-6701 Fax (915) 243-6010
www.grvies.com
TBPELS F#15313 F#10194278
Project 25-023 Date 08/12/2025
NOTES: THE BEARINGS AND DISTANCES SHOWN ARE IN U.S. SURVEY FEET AND ARE BASED UPON FRANKLIN HEIGHTS ADDITION. THE FIELD/OFFICE SURVEY CONDUCTED 7/2/2025 THRU 8/12/2025. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT. FEMA FIRM MAP ZONE C, PANEL 480214-0039-B, DATED: OCT. 15, 1982
FILE P:\Drawings\25-023\MDF\25-023 EXHIBIT.dwg


PSPN25-00005
NOBLE ST
TEXAS AVE
MILLS AVE
1125
1125
1211
1204
1200
1134
1126
208
208
208
250
200
120
120
110
THE CITY OF EL PASO TEXAS
0 12.5 25 50 75 100 Feet
Subject Property
N
E
S
W
This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

File #: 26-0764, **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
Tax Office, Maria O. Pasillas, (915) 212-0106

AGENDA LANGUAGE:

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

An Ordinance authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest to Miguel Gallo, to the following and described parcel:
4.0 acres out of Tract 5-A nka Tract 5-Z, Block 11 Lower Valley Surveys, being more particularly described as Parcel B in Volume 470, Page 1306, Deed Records of El Paso County, Texas.
In accordance with Section 34.05 (h) of the Tax Code, Section 34.05 (h) permits the City to sell a property for the total amount of the judgment and the sale of the property does not require the consent of each taxing entity entitled to receive proceeds from the sale.

City of El Paso Agenda Summary Form

City Clerk

Submitted On: Jun 15, 2026, 01:28PM EDT

Department / Council Office	Tax Office
Agenda Date	July 07, 2026
Public Hearing Date	July 21, 2026
Email of User Submitting Form	alvaradot@elpasotexas.gov
Contact Person	Maria O. Pasillas (915) 212-0106
2nd Contact Person	
District(s) Affected	All Districts
Agenda Item	An Ordinance authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest to Miguel Gallo, to the following and described parcel: 4.0 acres out of Tract 5-A nka Tract 5-Z, Block 11 Lower Valley Surveys, being more particularly described as Parcel B in Volume 470, Page 1306, Deed Records of El Paso County, Texas. In accordance with Section 34.05 (h) of the Tax Code, Section 34.05 (h) permits the City to sell a property for the total amount of the judgment and the sale of the property does not require the consent of each taxing entity entitled to receive proceeds from the sale.
Issue Statement	City Council is asked to authorize the City Manager or designee to enact a Tax Resale Deed transferring all right, title, and interest of 4.0 acres out of Tract 5-A nka Tract 5-Z, Block 11 Lower Valley Surveys, being more particularly described as Parcel B in Volume 470, Page 1306, Deed Records of El Paso County, Texas to Miguel Gallo.
Background	The property being sold is referred to as a “struck off” property because it was bid off to the City at a tax sale when no bids were received. An offer has been made to purchase the property for the full amount of the opening bid at the time of sale. If the sale is approved the property will be put back on the tax rolls to generate revenue.
Council Options	1. Approve the ordinance. 2. Decline approval.
Committee Review and/or Recommendation	N/A
Community and Stakeholder Outreach (if applicable, as an attachment) – please include	N/A
Related City Policies	N/A
Prior Council Action	Council has considered this type of item previously.
The City Attorney’s Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	N/A
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Maria O. Pasillas (915) 212-0106 citytaxoffice@elpasotexas.gov

ORDINANCE NO._____

AN ORDINANCE authorizing the City Manager to execute a Tax Resale Deed conveying all right, title, and interest in real property described as: *4.0 acres out of Tract 5-A nka Tract 5-Z, Block 11 Lower Valley Surveys, being more particularly described as Parcel B in Volume 470, Page 1306, Deed Records of El Paso County, Texas,* to **Miguel Gallo (“Buyer”)**, in accordance with Section 34.05(h) of the Tax Code.

Whereas, by Sheriff’s Sale conducted on April 4, 2000, the below described property was struck off to the City of El Paso, (the **“City”**) Trustee, pursuant to a delinquent tax foreclosure decree of the County Court at Law No.5, El Paso County, Texas; and

Whereas, the sum of ONE THOUSAND SIX HUNDRED and 00/100 Dollars ($1,600.00) has been tendered by Buyer for the purchase of said property pursuant to Section 34.05(h)Texas Tax Code.

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

That the City Manager is hereby authorized, pursuant to Section 34.05 of the Texas Tax Code, to execute a Tax Resale Deed conveying to **Miguel Gallo,** all of the right, title, and interest of the City of El Paso, and all other taxing units interested in the tax foreclosure judgment in the following described real property:

4.0 acres out of Tract 5-A nka Tract 5-Z, Block 11 Lower Valley Surveys, being more particularly described as Parcel B in Volume 470, Page 1306, Deed Records of El Paso County, Texas.

ADOPTED THIS _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura Prine
City Clerk

APPROVED AS TO FORM:

_____
Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

Maria O. Pasillas
Maria O. Pasillas, RTA
Tax Assessor-Collector

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from any instrument that transfers an interest in Real Property before it is filed for record in the public records: your social security number or your driver's license number.

TAX RESALE DEED

STATE OF TEXAS	**X**	
	X	**KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF EL PASO	**X**	

That **the City of El Paso, Trustee,** acting through its City Manager, hereunto duly authorized by resolution and order of the governing body of said City, hereinafter referred o as *Grantor,* for and in consideration of the sum of **$1,600.00** cash in hand paid by

Miguel Gallo
15130 Perlite
El Paso, TX 79928

hereinafter referred to as *Grantee(s),* the receipt of which is acknowledge does hereby GRANT, SELL, and CONVEY unto said Grantee(s) all of the right, title and interest acquired by Grantor and all other taxing units interested as a result of the tax foreclosure judgment against the property herein described, rendered in **Cause No. 93-12465** in the district court of said county, and the tax foreclosure sale conducted pursuant thereto, said property being located in El Paso County, Texas, and described as follows:

4.0 acres out of Tract 5-A nka Tract 5-Z, Block 11 Lower Valley Surveys, being more particularly described as Parcel B in Volume 470, Page 1306, Deed Records of El Paso County, Texas.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said Grantee(s), their heirs and assigns forever, without warranty of any kind, express or implied, so that neither the Grantor, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for the present year are to be paid by Grantee(s) herein.

This deed is given expressly subject to any existing right of redemption remaining in the former owner of the property under the provisions of law and also subject to any recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

THIS SALE IS BEING CONDUCTED PURSUANT TO STATUTORY OR JUDICIAL REQUIREMENTS. BIDDERS WILL BID ON THE RIGHTS, TITLE, AND INTERESTS, IF ANY, IN THE REAL PROPERTY OFFERED.

THE PROPERTY IS SOLD AS IS, WHERE IS, AND WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED. NEITHER THE COUNTY NOR THE SHERIFF'S DEPARTMENT WARRANTS OR MAKES ANY REPRESENTATIONS ABOUT THE PROPERTY'S TITLE, CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. BUYERS ASSUME ALL RISKS.

IN SOME SITUATIONS, A LOT OF FIVE ACRES OR LESS IS PRESUMED TO BE INTENDED FOR RESIDENTIAL USE. HOWEVER, IF THE PROPERTY LACKS WATER OR WASTEWATER SERVICE, THE PROPERTY MAY NOT QUALIFY FOR RESIDENTIAL USE. A POTENTIAL BUYER WHO WOULD LIKE MORE INFORMATION SHOULD MAKE ADDITIONAL INQUIRIES OR CONSULT WITH PRIVATE COUNSEL.

****

ESTA VENTA SE LLEVA ACABO DE CONFORMIDAD CON LOS REQUISITOS JUDICIALES O ESTABLECIDOS POR LA LEY. EL CONDADO DE EL PASO Y EL DEPARTAMENTO DEL SHERIFF SOLO ACTUAN COMO VÍA DE INFORMACIÓN. LOS INTERESADOS HARAN OFERTAS SOBRE LOS DERECHOS, TÍTULO, E INTERESES, SI ES QUE LOS HAY, EN EL INMUEBLE OFRECIDO.

LA PROPIEDAD SE VENDE COMO ESTA, DONDE ESTA, Y SIN GARANTÍA ALGUNA, YA SEA EXPRESA O IMPLÍCITA. NI EL CONDADO NI EL DEPARTAMENTO DEL SHERIFF GARANTIZA O HACE ALGUNA REPRESENTACIÓN ACERCA DEL TÍTULO DE LA PROPIEDAD, SU CONDICIÓN, HABITABILIDAD, COMERCIALIZACIÓN, O SU ADECUACIÓN PARA ALGÚN PROPÓSITO EN PARTICULAR. LOS COMPRADORES ASUMEN TODOS LOS RIESGOS.

EN ALGUNAS SITUACIONES SE ASUME QUE UN LOTE DE 5 ACRES O MENOS ES PARA USO RESIDENCIAL. SIN EMBARGO, SI LA PROPIEDAD CARECE DE AGUA O SERVICIO DE DESAGÜE, LA PROPIEDAD NO CALIFICA PARA USO RESIDENCIAL. EL POSIBLE COMPRADOR QUE QUIERA MÁS INFORMACIÓN DEBERÁ HACER MÁS INDAGACIONES O CONSULTAR CON UN ABOGADO PRIVADO.

IN TESTIMONY WHEREOF The City of El Paso, Trustee has caused these presents to be executed this _____ day of _____, 20_____.

CITY OF EL PASO, TRUSTEE

BY:_____
Printed Name: Dionne Mack
City Manager

STATE OF TEXAS **X**

COUNTY OF EL PASO **X**

This instrument was acknowledged before me on this _____ day of _____, 20_____, by **Dionne Mack, City Manager**, of the City of El Paso.

_____

Notary Public, State of Texas
Commission Expires: _____

After recording return to:

Miguel Gallo
15130 Perlite
El Paso, TX 79928

File #: 26-0702, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

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

City of El Paso Agenda Summary Form

City Clerk

Submitted On: Jun 3, 2026, 03:13PM EDT

Department / Council Office	Real Estate
Agenda Date	June 23, 2026
Public Hearing Date	July 07, 2026
Email of User Submitting Form	olmosja@elpasotexas.gov
Contact Person	Mary Lou Espinoza (915) 212-0825
2nd Contact Person	Mandy Contreras (915) 212-1874
District(s) Affected	District 2
Agenda Item	An ordinance authorizing the conveyance of real property owned by the City of El Paso to Osvaldo Holguin and Rosio Segovia for the purchase price of $53,000.00; such real property legally described as Lots 18 and 19, Block 3, Mountain Homes Subdivision, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Volume 18, Page 8, Plat Records of El Paso County, Texas.
Issue Statement	City Council is asked to approve an ordinance that authorizes the City Manager, or designee, to effectuate the sale and closing of real property owned by the City of El Paso to Osvaldo Holguin and Rosio Segovia. Approval will result in $53,000.00 of revenue for the City.
Background	The City of El Paso desires to sell the real property parcel identified as PID # 404043, consisting of a total of 0.87 acres, of which only a 0.36 acre portion is proposed to be conveyed to Osvaldo Holguin and Rosio Segovia for the purchase price of $53,000.00. This property was reviewed by City Council in Executive Session on September, 2025. This parcel was marketed through a licensed real estate broker in accordance with the Texas Local Government Code, Sections 253.014(b) and (d), which authorizes a home-rule municipality to contract with a broker for the sale of municipal property and to sell such property after it has been listed for at least thirty (30) days on a multiple-listing service to a qualified buyer submitting the highest cash offer.
Council Options	1. Approve the sale as presented. 2. Decline approval and direct staff to return with alternative options for land utilization. 3. Decline approval and retain property as part of City inventory.
Committee Review and/or Recommendation	This item was not reviewed by a committee.
Community and Stakeholder Outreach (if applicable, as an attachment) – please include	N/A
Related City Policies	City Real Estate policy; Texas Local Government Code Section 272.001
Prior Council Action	N/A
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	N/A
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Mary Lou Espinoza 915-212-0825 EspinozaM@elpasotexas.gov

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO OSVALDO HOLGUIN AND ROSIO SEGOVIA FOR THE PURCHASE PRICE OF $53,000.00; SUCH REAL PROPERTY LEGALLY DESCRIBED AS LOTS 18 AND 19, BLOCK 3, MOUNTAIN HOMES SUBDIVISION, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 18, PAGE 8, PLAT RECORDS OF EL PASO COUNTY, TEXAS.

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

That the City Manager, or designee, is authorized to effectuate the sale and closing of the property legally described as Lots 18 and 19, Block 3, MOUNTAIN HOMES SUBDIVISION, an addition to the City of El Paso, El Paso County, Texas, according to the Plat thereof recorded in Volume 18, Page 8, Plat Records of El Paso County, Texas, such property being owned by the City of El Paso, for the purchase price of $53,000.00. Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with Osvaldo Holguin and Rosio Segovia; (2) sign any documents necessary to effectuate the sale and closing of the property; (3) exercise all rights and obligations as provided in the Contract of Sale; and (4) sign any contract amendments that do not affect the sale price, including but not limited to, time extensions associated with due diligence periods.

ADOPTED this _____ day of _____ 2026.

CITY OF EL PASO:

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Mary Lou Espinoza
Capital Assets Manager

26-ECON-1080 | Tran #27394 | Aviation
Turquoise- PID #404043
RAB

THE STATE OF TEXAS)
) **CONTRACT OF SALE**
COUNTY OF EL PASO) **PID 404043**

This Contract of Sale ("**Agreement**") is made this _____ day of _____, 2026 ("**Effective Date**") between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas ("**Seller**") and Osvaldo Holguin and Rosio Segovia ("**Buyer**"). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.
The parties agree as follows:

SECTION 1. SALE AND PURCHASE AND CONVEYANCE OF THE PROPERTY.

A. Subject to the terms of this Agreement, the Seller will sell to the Buyer and the Buyer will purchase from the Seller the property legally described as follows and hereinafter referred to as the "**Property**":

Lots 18 and 19, Block 3, MOUNTAIN HOMES SUBDIVISION, an addition to the City of El Paso, El Paso County, Texas, according to the Plat thereof recorded in Volume 18, Page 8, Plat Records of El Paso County, Texas, being more particularly described by metes and bounds in Exhibit "A".

B. A metes and bounds description and/or survey is provided as Attachment "A".

SECTION 2. PURCHASE PRICE AND TITLE COMPANY.

A. The Buyer will pay the Seller a total amount of $53,000 Seller for the Property ("**Purchase Price**"). The Purchase Price above is to be paid by the Buyer to the Seller through the Title Company selected by the Seller ("**Title Company**") at the Closing of this Agreement.

B. The Buyer will submit a check to the Title Company in the amount of $ 1,000 ("**Deposit**"), within 15 calendar days of the Effective Date. The Title Company will hold the Deposit in an escrow to be applied as provided by this Agreement. If the sale of the Property is in accordance with the provisions in this Agreement, then the Title Company will apply the Deposit to the Purchase Price of the Property at Closing.

C. The Title Company will act as the escrow holder in this transaction. The Seller will deliver signed copies of this Agreement to the Title Company which will serve as instructions for the closing of this transaction.

SECTION 3. SELLER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. To the best of the Seller's knowledge, the Seller warrants to the Buyer that:

1. The Seller has the full right to convey the Property, as such the Buyer's rights to the

Property conveyed through this Agreement will not be adversely affected by a superior title;

2. No leasehold rights or interests have been granted and are currently in effect involving the Property;

3. No work has been performed on the Property or any materials have been provided for work on the Property that could result in a mechanic's or materialman's lien;

4. There are no pending claims of damage to property or injury to person occurring on the Property;

5. The Seller has not received any notices of condemnation regarding the Property; and

6. There are no unpaid utility bills or unfulfilled maintenance contracts regarding the Property.

7. Property Sold "As Is". **THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS", "WHERE IS" TRANSACTION. BUYER ACKNOWLEDGES AND AGREES THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, THE PURCHASE OF THE PROPERTY SHALL BE ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS" BASIS, SUBJECT TO ORDINARY WEAR AND TEAR FROM THE EFFECTIVE DATE UNTIL CLOSING, AND (B) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, SELLER HAS NO OBLIGATION TO REPAIR ANY DAMAGE TO OR DEFECT IN THE PROPERTY, REPLACE ANY OF THE PROPERTY OR OTHERWISE REMEDY ANY MATTER AFFECTING THE CONDITION OF THE PROPERTY. THIS PROVISION SHALL BE DEEMED TO SURVIVE THE CLOSING.**

B. OBLIGATIONS. The Seller will comply with the following obligations:

1. Within 15 business days of the Effective Date, the Seller will deliver the following documents to the Buyer, if such documents exist:

   a. Any "as-built" plans for any improvements on the Property, if any;

   b. Tax bills showing the amount of the current real property tax and the assessed value of the land; and

2. If the Seller has contracted a real estate broker or agent to represent the Seller in the transaction of this Agreement, then the Seller is responsible for the payments of that

contract.

C. RIGHTS.

1. The Seller may select the Title Company that will assist with the sale of the Property. The Seller will forward this Agreement to the Title Company to be used at escrow instructions.

SECTION 4. BUYER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. The Buyer warrants that:

1. There will be no unpaid bills or claims in connection with the inspection of the Property;

B. OBLIGATIONS. The Buyer will comply with the following:

1. **AFTER THE CLOSING, THE BUYER WILL BE RESPONSIBLE FOR ALL ENVIRONMENTAL MATTERS THAT ARISE, EVEN IF SUCH ENVIRONMENTAL MATTERS WERE KNOWN BEFORE THE CLOSING. AFTER THE CLOSING, THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM LIABILITY FROM ENVIRONMENTAL PROBLEMS THAT AFFECT THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. THE BUYER INDEMNIFIES, HOLDS HARMLESS AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF THE SELLER'S REPRESENTATIVES. THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON THE SELLER IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.**

2. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that contract.

C. RIGHTS. The Buyer is responsible for all costs associated with exercising the following

rights:

1. INSPECTION. The Buyer may inspect the Property within 30 days of the Effective Date of this Agreement ("**Inspection Period**"). The Buyer will be responsible for all expenses related to the inspection or any other examination of the Property. The Buyer will ensure that its representatives, agents, consultants, or any other persons related to the inspection of the Property, if any, have general liability insurance of at least $500,000.00 and property damage insurance of at least $500,000.00 during the Inspection Period. The Buyer will ensure the insurance policies are with an insurance provider that is licensed in the State of Texas and are acceptable to the Seller. The Seller disclaims any warranties regarding the condition of the Property and/or the suitability of the Property. The Buyer may terminate this Agreement during the Inspection Period in accordance to Section 5(A)(1). The Buyer acknowledges that the Buyer was given an opportunity to inspect the Property, and is relying on information gathered during the inspection and not information provided to the Buyer by the Seller. The Buyer acknowledges that the information the Buyer has obtained about the Property has been from a variety of sources and that the Seller makes no representation as to the accuracy of that information. **THE BUYER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY'S OFFICER'S AND EMPLOYEES FROM ANY THIRD-PARTY CLAIMS RELATED TO ANY INSPECTIONS PERFORMED BY THE BUYER OR THE BUYER'S EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS. SUCH INDEMNIFICATION RESPONSIBILITY ON BUYER INCLUDES THE OBLIGATION TO PAY FOR ALL ATTORNEY'S FEES AND COURT COSTS INCURRED BY THE SELLER.**

2. TITLE INSURANCE. Seller will provide Buyer with a current Title Commitment. Buyer shall pay the cost of the Title Commitment at Closing. Buyer acknowledges and agrees that the Closing of this transaction shall occur through the same title company selected by Seller that issued the Title Commitment, and Buyer shall not substitute or require the use of a different title company without the prior written approval of the Seller.

3. TITLE REVIEW PERIOD. The Buyer may review the commitment for title insurance and the survey within 15 calendar days of receiving the commitment for title insurance ("**Title Review Period**") and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer's objections, if any. If the Buyer does not send the Seller a written notice with the Buyer's objections within the Title Review Period, then the parties will proceed with the purchase and sale of the Property in accordance with the provisions of this Agreement. If the Seller receives objections from the Buyer, then the Seller will perform one of the following within 14 calendar days of receiving Buyer's objections:

    a. Notify the Buyer that the Seller will cure the Buyer's objections before the Closing Date. If the Seller elects this option, then the Seller will cure the Buyer's objections before the Closing Date;

b. Notify the Buyer that the Seller will cure the Buyer's objections, however the Seller and the Buyer must agree to postpone the Closing Date to allow the Seller enough time to cure the Buyer's objections. The Seller or the Buyer may terminate this Agreement in accordance to Section 5(A)(3) if the Buyer refuses to postpone the Closing Date; or

c. Notify the Buyer that the Seller will not cure the Buyer's objections. At that time, either party may elect to terminate this Agreement in accordance with Section 5(A)(3).

SECTION 5. TERMINATION.

A. This Agreement may be terminated as provided in this Section.

1. TERMINATION DURING INSPECTION PERIOD. The Buyer may terminate this Agreement for any reason at any time only during the Inspection Period by providing written notice to the Seller. The Buyer may afford the Seller a certain time to cure any defects on the Property that are discovered and notified to the Seller during the Inspection Period. The Seller may cure the defects notified by the Buyer or choose to terminate this Agreement if the Seller refuses to cure the defects. If the Buyer affords the Seller the opportunity to cure any defects, then the Seller will notify the Buyer whether it will cure the defects or terminate this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

2. TERMINATION FOR CAUSE. Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following written notice allowing for 15 calendar days opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Deposit made by the Buyer. If the Buyer terminates this Agreement for cause, then the Seller will refund the deposit to the Buyer and such will be the Buyer's sole remedy under this Agreement.

3. TERMINATION DURING TITLE REVIEW PERIOD. If during the Title Review Period, either party decides to terminate this Agreement, the terminating party must send a written termination notice to the nonterminating party within five (5) calendar days from the expiration of the Title Review Period and in accordance with Section 4 (C) (3). If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

4. TERMINATION FOR CASUALTY. If any damages occur to the Property before the Closing Date due to fire or another casualty, then the parties may mutually agree to postpone the Closing Date to allow the Seller time to repair the damages. The Buyer may only terminate this Agreement if the repairs to the Property by the Seller will lead to the Closing Date being postponed. If the Buyer does not want to postpone the

Closing Date to allow the Seller to remedy the damages, then the Buyer may terminate this Agreement by sending a termination notice to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

SECTION 6. CLOSING.

A. Provided that the parties have not terminated this Agreement, the parties will meet all the obligations of this Agreement, including finalizing the sale and transfer of the Property ("**Closing**") within 30 calendar days following the expiration of the Inspection Period or such earlier date as may be specified by the Buyer by not less than five calendar days advance written notice to the Seller ("**Closing Date**"). A party's failure to meet all the obligations of this Agreement by or on the Closing Date is a breach of this Agreement.

B. SELLER'S OBLIGATIONS. Before or on the Closing Date the Seller will deliver the following to the Buyer through the Title Company:

1. A fully executed special warranty deed ("**Deed**") conveying title to the Property in a form substantially similar to the form included in this Agreement as **Attachment "B"**. The Deed will convey the Property, subject to permitted exceptions and specifically excluding any water rights whatsoever.

2. All keys or other access devices in the possession of the Seller or its agents to the locks located on the Property, if any; and

3. Any other items requested by the Title Company reasonably necessary to finalize the closing of this Agreement.

C. BUYER'S OBLIGATIONS. At the closing of this Agreement the Buyer will deliver the following to the Seller through the Title Company:

1. The Purchase Price minus the Deposit that is being held by the Title Company.

2. All Closing Costs. The Buyer is responsible for paying all fees associated with the closing of this Agreement, including any Title Company escrow fees, any appraisal costs, and any survey costs at Closing. The Buyer will be responsible for paying any fees related to recording the Deed.

3. Any other items requested by the Title Company to finalize the closing of this Agreement.

D. TAXES. General real estate taxes, if any, for the then current year relating to the Property will be prorated on midnight before the Closing Date. If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed

valuation of the Land and Improvements. Within 30 Business Days after the actual taxes for the year in which the Closing occurs are determined, Seller and Buyer shall adjust the proration of such taxes and Seller and Buyer, as the case may be, shall pay to the other any amount required as a result of such adjustment and this covenant shall not merge with the Deed delivered hereunder but shall survive the Closing. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller.

E. POSSESSION. Possession of the Property will be transferred to the Buyer from the Seller at the Closing of this Agreement, as such the Buyer acknowledges that the risk of loss transfers along with the possession of the Property.

SECTION 7. GENERAL PROVISIONS.

A. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.

B. INDEPENDENT CONTRACTOR RELATIONSHIP. This Agreement does not create an employee-employer relationship between the Buyer and the Seller. As such, the Seller is not subject to the liabilities or obligations the Buyer obtains under the performance of this Agreement.

C. TIME IS OF THE ESSENCE. The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement **"business days"** means Monday through Friday excluding City of El Paso holidays and **"calendar days"** means Monday through Sunday excluding City of El Paso holidays.

D. NOTICES. The parties will send all notices required by this Agreement in writing both postmarked and delivered by certified mail. All mailed notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

Seller:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890 CityManager1@elpasotexas.gov
Copy:	City Attorney City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890 CityAttorney@elpasotexas.gov

Copy: City of El Paso
Real Estate Division
P.O. Box 1890
El Paso, Texas 79950-1890
RealEstate@elpasotexas.gov

To the Buyer: Osvaldo Holguin and Rosio Segovia
Attn: N/A
3417 Sunnyside Dr
El Paso, TX 79904
bayobayo@yahoo.com

E. CONFIDENTIALITY. The Buyer acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).

F. GOVERNING LAW. This Agreement is governed by Texas law.

G. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.

H. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.

I. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.

J. GOVERNMENTAL FUNCTIONS. The parties agree that the Seller is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the Seller is entering into this Agreement as a governmental entity performing a governmental function.

K. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.

L. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond

either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

M. SUCCESSORS AND ASSIGNS. This Agreement is binding on the Seller and the Buyer, and the Buyer's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.

N. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries for this Agreement.

O. REPRESENTATIONS AND WARRANTIES. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.

P. COUNTERPARTS. The parties may execute this Agreement in counterparts.

Q. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

(Space left intentionally blank)

(Signatures begin on the following pages)

EXECUTED by City the ___ day of _____, 20___.

SELLER:
CITY OF EL PASO, TEXAS

By:_____
Dionne L. Mack
City Manager

APPROVED AS TO FORM:
BY THE CITY ATTORNEY'S OFFICE

APPROVED AS TO CONTENT:

_____
Mary Lou Espinoza, Capital Assets Manager
Real Estate Division

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 20__, by Dionne L. Mack, as **City Manager** of the **City of El Paso, Texas**.

_____
Notary Public, State of Texas

My commission expires:

_____

EXECUTED by Buyer the 01 day of April, 2024.

BUYER:
Osvaldo Holguin and Rosio Segovia

By: _____
Osvaldo Holguin and Rosio Segovia

THE STATE OF Texas §
§
COUNTY OF El Paso §

This instrument was acknowledged before me on this 01 day of April, 2024 by Osvaldo Holguin, Jasmin Rosio Segovia as individuals of the **Buyer**.

_____
Notary Public, State of Texas

My commission expires:

02-11-2030

HORACE CHRISTOPHER JACKSON JR
Notary Public, State of Texas
Comm. Expires 02-11-2030
Notary ID 131442839

ATTACHMENT "A"
PROPERTY DESCRIPTION
(Metes and Bounds and/or Survey)

PLAT OF SURVEY

LOTS 18 AND 19, BLOCK 3, MOUNTAIN HOMES SUBDIVISION, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY,TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 18, PAGE 8, PLAT RECORDS OF EL PASO COUNTY, TEXAS CONTAINING: 15,754 SQUARE FEET OR 0.3617 ACRES OF LAND MORE OR LESS.

CONDE INC.

SCALE: 1"=40'

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	20.00'	31.42'	20.00'	28.28'	N46°11'00"W	90°00'00"

LINE TABLE		
LINE	LENGTH	BEARING
L1	20.00'	S01°04'39"E

SYMBOL LEGEND	
◉	FOUND CONTROL POINT
⊕	FOUND CITY MONUMENT
○	SET 1/2" REBAR W/CAP 5152
GV	GAS VALVE
S	SANITARY SEWER
WV	WATER VALVE
EB	ELECTRIC PULL BOX
PP	POWER POLE
	GUY WIRE
	VENT PIPE
	TRAFFIC SIGN
AT&T	TELEPHONE BOX
WM	WATER METER

NOTES:
1. SUBJECT PROPERTY IS ZONED: R-2.

2. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO 480214-0024B, DATED OCTOBER 15, 1982, THIS PROPERTY IS IN FLOOD HAZARD ZONE C "AREAS OF MINIMAL FLOODING".

10. SCHEDULE B ITEMS LISTED BELOW PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE GF NO. 25103433. EFFECTIVE DATE DECEMBER 11, 2025. ISSUED DECEMBER 23, 2025.

10a EASEMENTS SHOWN ON THE PLAT AND AS SET OUT IN DEDICATION RECORDED IN VOLUME 18, PAGE 8, REAL PROPERTY RECORDS, EL PASO COUNTY,TEXAS. (PLOTTED)

10b. RIGHTS OF PARTIES IN POSSESSION. .

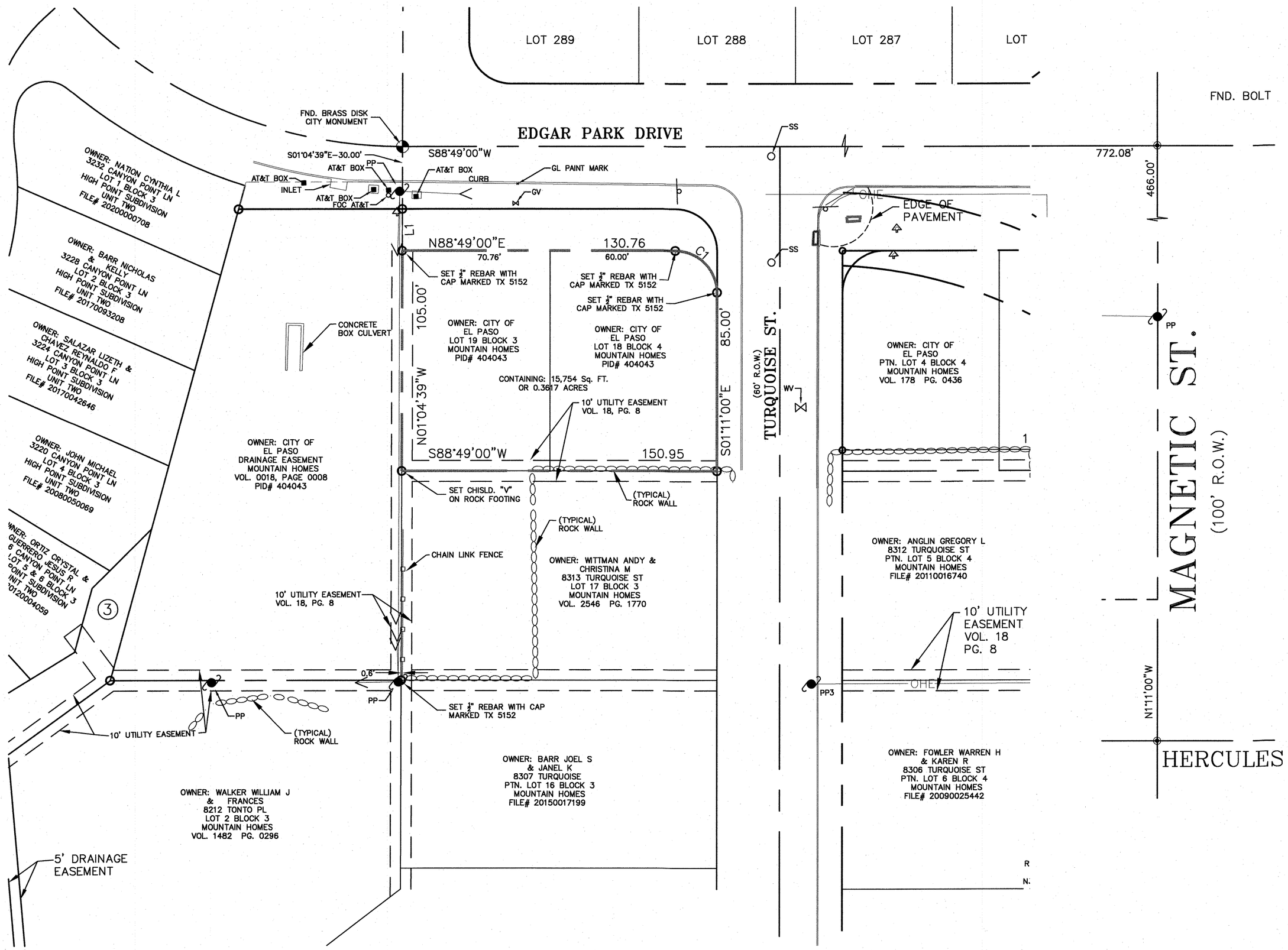
10c. VISIBLE AND APPARENT EASEMENTS FOR ROADS AND PUBLIC UTILITIES EXISTING ON THE GROUND..

10d. ANY AND ALL RECORDED AGREEMENTS, CONTRACTS, LEASES, AND RIGHTS OF PARTIES THEREIN.

10e. ALL TERMS ,CONDITIONS AND PROVISIONS EXPRESSLY NOTED AND SET OUT ON PLAT OF THIS SUBDIVISION, AS FILED IN VOLUME 18, PAGE 8, PLAT PROPERTY RECORDS OF EL PASO COUNTY,TEXAS.

10f. ALL LEASES, GRANTS ,EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL ,GAS AND OTHER MINERALS,TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

10g. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF THE GEOTHERMAL ENERGY AND ASSOCIATED RESOURCES BELOW THE SURFACE OF THE LAND,TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAYBE LEASES GRANTS, EXCEPTIONS OR RESERVATIONS OF THE GEOTHERMAL ENERGY AND ASSOCIATED RESOURCES BELOW THE SURFACE OF THE LAND THAT ARE NOT LISTED.



CONDE INC.
ENGINEERING/ PLANNING/ SURVEYING/ CADD
6080 SURETY DRIVE-SUITE 100-EL PASO, TEXAS 79905
PHONE (915) 592-0283 FAX (915) 592-0286 FIRM# 10078100

REVISED 5-11-26

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ALL RIGHTS RESERVED

CERTIFICATION

THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF BASED ON THE FACTS EXISTING AT TIME OF THIS SURVEY.

STATE OF TEXAS · REGISTERED · RONALD ROBERT CONDE · 5152 · PROFESSIONAL LAND SURVEYOR

RON R. CONDE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 5152

DRAWN BY: C.C. FIELD: M.S. DATE: 2-13-26 JOB NO. 126-30 CADD FILE: S:\Survey\projects\NE\Mountain Homes\LDD\dwg\Mountain Homes.dwg

ATTACHMENT "B"
FOR EXHIBIT PURPOSES ONLY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Effective Date: _____, 20__

Grantor: **City of El Paso, Texas,** a Texas home-rule municipality

Grantor's Mailing Address: City of El Paso
P.O. Box 1890
El Paso, Texas 79950-1890

Grantee: Entity Legal Name'

Grantee's Mailing Address: Entity Address

PROPERTY (INCLUDING ANY IMPROVEMENTS):

Property Legal Description, as more particularly described in **Attachment "A"**.

CONSIDERATION

$10.00 and other valuable consideration, receipt of which is hereby acknowledged.

EXCEPTIONS TO CONVEYANCE
To be added per title commitment.

RESERVATIONS TO CONVEYANCE
To be added.

WARRANTY AND CONVEYANCE

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and exceptions to warranty, GRANTS, SELLS, and CONVEYS to the GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to the GRANTEE, the GRANTEE'S administrators, successors and assigns forever. The GRANTOR binds the GRANTOR and the GRANTOR'S successors and assigns to warrant and forever defend all and singular the Property to the GRANTEE and the GRANTEE'S

administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor, but not otherwise.

EXCEPT AS EXPRESSLY PROVIDED IN THAT CERTAIN CONTRACT OF SALE DATED _____, 202__ BETWEEN THE GRANTOR AND THE GRANTEE, THE CONVEYANCE OF THE PROPERTY IS ON AN "AS IS" BASIS, WITH THE GRANTOR NOT MAKING, AND THE GRANTEE NOT RELYING UPON, ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, OTHER THAN SPECIAL WARRANTY OF TITLE.

IN WITNESS WHEREOF this Special Warranty Deed is executed this ____ day of _____, Year.

GRANTOR:

CITY OF EL PASO

By: _____
Dionne L. Mack, City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument was acknowledged before me on the ___ day of _____, 20__, by Dionne Mack, City Manager, City of El Paso.

_____
Notary Public in and for the State of Texas

My Commission expires: _____

AFTER RECORDING, RETURN TO:

City of El Paso
City Clerk's Office
P.O. Box 1890
El Paso, TX 79950-1890

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

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

Definitions:

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

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

Contributor / Donor Information:

Full Name: Jasmin Rosio Segovia

Business Name: N/a

Agenda Item Type: N/a

Relevant Department: N/a

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

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

OR

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

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

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

Signature: _____ Date: 04/02/24

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

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Introduction:

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Definitions:

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

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

Contributor / Donor Information:

Full Name: Osvaldo Holguin

Business Name: N/A

Agenda Item Type: N/A

Relevant Department: N/A

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

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

OR

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

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

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

Signature: _____ Date: 04-02-2026

File #: 26-0713, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

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

City of El Paso Agenda Summary Form

City Clerk

Submitted On: Jun 3, 2026, 03:21PM EDT

Department / Council Office	Real Estate Division
Agenda Date	June 23, 2026
Public Hearing Date	July 07, 2026
Email of User Submitting Form	samaniegodc@elpasotexas.gov
Contact Person	Mary Lou Espinoza 915-212-0825
2nd Contact Person	Mandy Contreras 915-212-1874
District(s) Affected	District 4
Agenda Item	An ordinance authorizing the conveyance of real property owned by the City of El Paso to Mariel Andrea Garcia, for the purchase price of $36,581.00; such real property legally described as the southerly 40 feet of Lot 21, Block 5, Revised Map of Sahara Subdivision, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Volume 4, Page 18, Real Property Records of El Paso County, Texas.
Issue Statement	City Council is asked to approve an ordinance that authorizes the City Manager, or designee, to effectuate the sale and closing of real property owned by the City of El Paso to Mariel Andrea Garcia. Approval will result in $36,581 of revenue for the City.
Background	The City of El Paso desires to sell the real property parcel identified as Arabian Nights St. & Aladdin Ave. - PID 267244, consisting of approximately 0.09 acres of vacant land, that is proposed to be conveyed to Mariel Andrea Garcia. The property was reviewed by City Council in Executive Session in July 2025. The parcel was marketed through a licensed real estate broker in accordance with the Texas Local Government Code, Sections 253.014(b) and (d), which authorizes a home-rule municipality to contract with a broker for the sale of municipal property and to sell such property after it has been listed for at least 30 days on a multiple-listing service to a qualified buyer submitting the highest cash offer.
Council Options	1. Approve the sale as presented. 2. Decline approval and retain the property as part of the City inventory 3. Decline approval and direct staff to return with alternative options for land utilization.
Committee Review and/or Recommendation	The property was vetted by multiple City departments through the Capital Assets & Real Estate (CARE) Committee. It has been identified as surplus property with no potential use for future City projects.
Community and Stakeholder Outreach (if applicable, as an attachment) – please include	Not applicable.
Related City Policies	City Real Estate policy; Texas Local Government Code Section 253.014
Prior Council Action	The property was reviewed by City Council in Executive Session in July 2025.
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	Not applicable, it is a revenue generating item.
Enter the elected official's name followed by the amount donated.	None
For More Information	Mary Lou Espinoza 915-212-0825 EspinozaM@elpasotexas.gov

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO MARIEL ANDREA GARCIA, FOR THE PURCHASE PRICE OF $36,581.00; SUCH REAL PROPERTY LEGALLY DESCRIBED AS THE SOUTHERLY 40 FEET OF LOT 21, BLOCK 5, REVISED MAP OF SAHARA SUBDIVISION, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4, PAGE 18, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS.

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

That the City Manager, or designee, is authorized to effectuate the sale and closing of the property legally described as the southerly 40 feet of Lot 21, Block 5, REVISED MAP OF SAHARA SUBDIVISION, an addition to the City of El Paso, El Paso County, Texas, according to the Plat thereof recorded in Volume 4, Page 18, Real Property Records of El Paso County, Texas, such property being owned by the City of El Paso, for the purchase price of $36,581.00. Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with Mariel Andrea Garcia, (2) sign any and all documents necessary to effectuate the sale and closing of the property, and (3) exercise all rights and obligations as provided in the Contract of Sale; and (4) sign any contract amendments that do not affect the sale price, including but not limited to, time extensions associated with due diligence periods.

ADOPTED this _____ day of _____ 2026.

CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT

_____
Mary Lou Espinoza
Capital Assets Manager
Real Estate Division

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT OF SALE
PID 267244

This Contract of Sale ("**Agreement**") is made this _____ day of _____, 2026 ("**Effective Date**") between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas ("**Seller**") and Mariel Andrea Garcia ("**Buyer**"). For the convenience of the parties, all defined terms appear in **bold face** print when first defined. The parties agree as follows:

SECTION 1. SALE AND PURCHASE AND CONVEYANCE OF THE PROPERTY.

A. Subject to the terms of this Agreement, the Seller will sell to the Buyer and the Buyer will purchase from the Seller the property described as follows and hereinafter referred to as the "**Property**":

The southerly 40 feet of Lot 21, Block 5, REVISED MAP OF SAHARA SUBDIVISION, an addition to the City of El Paso, El Paso County, Texas, according to the Plat thereof recorded in Volume 4, Page 18, Real Property Records of El Paso County, Texas.

SECTION 2. PURCHASE PRICE AND TITLE COMPANY.

A. The Buyer will pay the Seller a total amount of $36,581 for the Property ("**Purchase Price**"). The Purchase Price above is to be paid by the Buyer to the Seller through the Title Company selected by the Seller ("**Title Company**") at the Closing of this Agreement.

B. The Buyer will submit a check to the Title Company in the amount of $500 ("**Deposit**"), within 15 calendar days of the Effective Date. The Title Company will hold the Deposit in an escrow to be applied as provided by this Agreement. If the sale of the Property is in accordance with the provisions in this Agreement, then the Title Company will apply the Deposit to the Purchase Price of the Property at Closing.

C. The Title Company will act as the escrow holder in this transaction. The Seller will deliver signed copies of this Agreement to the Title Company which will serve as instructions for the closing of this transaction.

SECTION 3. SELLER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. To the best of the Seller's knowledge, the Seller warrants to the Buyer that:

1. The Seller has the full right to convey the Property, as such the Buyer's rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;

2. No leasehold rights or interests have been granted and are currently in effect involving

the Property;

3. No work has been performed on the Property or any materials have been provided for work on the Property that could result in a mechanic's or materialman's lien;

4. There are no pending claims of damage to property or injury to person occurring on the Property;

5. The Seller has not received any notices of condemnation regarding the Property; and

6. There are no unpaid utility bills or unfulfilled maintenance contracts regarding the Property.

7. Property Sold "As Is". **THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS", "WHERE IS" TRANSACTION. BUYER ACKNOWLEDGES AND AGREES THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, THE PURCHASE OF THE PROPERTY SHALL BE ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS" BASIS, SUBJECT TO ORDINARY WEAR AND TEAR FROM THE EFFECTIVE DATE UNTIL CLOSING, AND (B) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, SELLER HAS NO OBLIGATION TO REPAIR ANY DAMAGE TO OR DEFECT IN THE PROPERTY, REPLACE ANY OF THE PROPERTY OR OTHERWISE REMEDY ANY MATTER AFFECTING THE CONDITION OF THE PROPERTY. THIS PROVISION SHALL BE DEEMED TO SURVIVE THE CLOSING.**

B. OBLIGATIONS. The Seller will comply with the following obligations:

1. Within 15 business days of the Effective Date, the Seller will deliver the following documents to the Buyer, if such documents exist:

   a. Any "as-built" plans for any improvements on the Property, if any;

   b. Tax bills showing the amount of the current real property tax and the assessed value of the land; and

2. If the Seller has contracted a real estate broker or agent to represent the Seller in the transaction of this Agreement, then the Seller is responsible for the payments of that contract.

C. RIGHTS.

1. The Seller may select the Title Company that will assist with the sale of the Property. The Seller will forward this Agreement to the Title Company to be used at escrow instructions.

SECTION 4. BUYER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. The Buyer warrants that:

1. There will be no unpaid bills or claims in connection with the inspection of the Property;

B. OBLIGATIONS. The Buyer will comply with the following:

1. **AFTER THE CLOSING, THE BUYER WILL BE RESPONSIBLE FOR ALL ENVIRONMENTAL MATTERS THAT ARISE, EVEN IF SUCH ENVIRONMENTAL MATTERS WERE KNOWN BEFORE THE CLOSING. AFTER THE CLOSING, THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM LIABILITY FROM ENVIRONMENTAL PROBLEMS THAT AFFECT THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. THE BUYER INDEMNIFIES, HOLDS HARMLESS AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF THE SELLER'S REPRESENTATIVES. THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON THE SELLER IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.**

2. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that contract.

C. RIGHTS. The Buyer is responsible for all costs associated with exercising the following rights:

1. INSPECTION. The Buyer may inspect the Property within 30 days of the Effective Date of this Agreement ("**Inspection Period**"). The Buyer will be responsible for all

expenses related to the inspection or any other examination of the Property. The Buyer will ensure that its representatives, agents, consultants, or any other persons related to the inspection of the Property, if any, have general liability insurance of at least $500,000.00 and property damage insurance of at least $500,000.00 during the Inspection Period. The Buyer will ensure the insurance policies are with an insurance provider that is licensed in the State of Texas and are acceptable to the Seller. The Seller disclaims any warranties regarding the condition of the Property and/or the suitability of the Property. The Buyer may terminate this Agreement during the Inspection Period in accordance to Section 5(A)(1). The Buyer acknowledges that the Buyer was given an opportunity to inspect the Property, and is relying on information gathered during the inspection and not information provided to the Buyer by the Seller. The Buyer acknowledges that the information the Buyer has obtained about the Property has been from a variety of sources and that the Seller makes no representation as to the accuracy of that information. **THE BUYER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY'S OFFICER'S AND EMPLOYEES FROM ANY THIRD-PARTY CLAIMS RELATED TO ANY INSPECTIONS PERFORMED BY THE BUYER OR THE BUYER'S EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS. SUCH INDEMNIFICATION RESPONSIBILITY ON BUYER INCLUDES THE OBLIGATION TO PAY FOR ALL ATTORNEY'S FEES AND COURT COSTS INCURRED BY THE SELLER.**

2. TITLE INSURANCE Seller will provide Buyer with a current Title Commitment. Buyer shall pay the cost of the Title Commitment at Closing. Buyer acknowledges and agrees that the Closing of this transaction shall occur through the same title company selected by Seller that issued the Title Commitment and Buyer shall not substitute or require the use of a different title company without the prior approval of the Seller.

3. TITLE REVIEW PERIOD. The Buyer may review the commitment for title insurance within 15 calendar days of receiving the commitment for title insurance ("**Title Review Period**") and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer's objections, if any. If the Buyer does not send the Seller a written notice with the Buyer's objections within the Title Review Period, then the parties will proceed with the purchase and sale of the Property in accordance with the provisions of this Agreement. If the Seller receives objections from the Buyer, then the Seller will perform one of the following within 14 calendar days of receiving Buyer's objections:

    a. Notify the Buyer that the Seller will cure the Buyer's objections before the Closing Date. If the Seller elects this option, then the Seller will cure the Buyer's objections before the Closing Date;

    b. Notify the Buyer that the Seller will cure the Buyer's objections, however the Seller and the Buyer must agree to postpone the Closing Date to allow the Seller enough time to cure the Buyer's objections. The Seller or the Buyer may terminate this Agreement in accordance to Section 5(A)(3) if the Buyer refuses

to postpone the Closing Date; or

c. Notify the Buyer that the Seller will not cure the Buyer's objections. At that time, either party may elect to terminate this Agreement in accordance with Section 5(A)(3).

SECTION 5. TERMINATION.

A. This Agreement may be terminated as provided in this Section.

1. TERMINATION DURING INSPECTION PERIOD. The Buyer may terminate this Agreement for any reason at any time only during the Inspection Period by providing written notice to the Seller. The Buyer may afford the Seller a certain time to cure any defects on the Property that are discovered and notified to the Seller during the Inspection Period. The Seller may cure the defects notified by the Buyer or choose to terminate this Agreement if the Seller refuses to cure the defects. If the Buyer affords the Seller the opportunity to cure any defects, then the Seller will notify the Buyer whether it will cure the defects or terminate this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

2. TERMINATION FOR CAUSE. Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following written notice allowing for 15 calendar days opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Deposit made by the Buyer. If the Buyer terminates this Agreement for cause, then the Seller will refund the deposit to the Buyer and such will be the Buyer's sole remedy under this Agreement.

3. TERMINATION DURING TITLE REVIEW PERIOD. If during the Title Review Period, either party decides to terminate this Agreement, the terminating party must send a written termination notice to the nonterminating party within five (5) calendar days from the expiration of the Title Review Period and in accordance with Section 4 (C) (3). If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

4. TERMINATION FOR CASUALTY. If any damages occur to the Property before the Closing Date due to fire or another casualty, then the parties may mutually agree to postpone the Closing Date to allow the Seller time to repair the damages. The Buyer may only terminate this Agreement if the repairs to the Property by the Seller will lead to the Closing Date being postponed. If the Buyer does not want to postpone the Closing Date to allow the Seller to remedy the damages, then the Buyer may terminate this Agreement by sending a termination notice to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

SECTION 6. CLOSING.

A. Provided that the parties have not terminated this Agreement, the parties will meet all the obligations of this Agreement, including finalizing the sale and transfer of the Property ("**Closing**") within 30 calendar days following the expiration of the Inspection Period or such earlier date as may be specified by the Buyer by not less than five calendar days advance written notice to the Seller ("**Closing Date**"). A party's failure to meet all the obligations of this Agreement by or on the Closing Date is a breach of this Agreement.

B. SELLER'S OBLIGATIONS. Before or on the Closing Date the Seller will deliver the following to the Buyer through the Title Company:

1. A fully executed special warranty deed ("**Deed**") conveying title to the Property in a form substantially similar to the form included in this Agreement as **Attachment "A".** The Deed will convey the Property, subject to permitted exceptions and specifically excluding any water rights whatsoever.

2. All keys or other access devices in the possession of the Seller or its agents to the locks located on the Property, if any; and

3. Any other items requested by the Title Company reasonably necessary to finalize the closing of this Agreement.

C. BUYER'S OBLIGATIONS. At the closing of this Agreement the Buyer will deliver the following to the Seller through the Title Company:

1. The Purchase Price minus the Deposit that is being held by the Title Company.

2. All Closing Costs. The Buyer is responsible for paying all fees associated with the closing of this Agreement, including any Title Company escrow fees and any appraisal cost at Closing. The Buyer will be responsible for paying any fees related to recording the Deed.

3. Any other items requested by the Title Company to finalize the closing of this Agreement.

D. TAXES. General real estate taxes, if any, for the then current year relating to the Property will be prorated on midnight before the Closing Date. If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Land and Improvements. Within 30 Business Days after the actual taxes for the year in which the Closing occurs are determined, Seller and Buyer shall adjust the proration of such taxes and Seller and Buyer, as the case may be, shall pay to the other any amount required as a result of such adjustment and this covenant shall not merge with the

Deed delivered hereunder but shall survive the Closing. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller.

E. POSSESSION. Possession of the Property will be transferred to the Buyer from the Seller at the Closing of this Agreement, as such the Buyer acknowledges that the risk of loss transfers along with the possession of the Property.

SECTION 7. GENERAL PROVISIONS.

A. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.

B. INDEPENDENT CONTRACTOR RELATIONSHIP. This Agreement does not create an employee-employer relationship between the Buyer and the Seller. As such, the Seller is not subject to the liabilities or obligations the Buyer obtains under the performance of this Agreement.

C. TIME IS OF THE ESSENCE. The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement **"business days"** means Monday through Friday excluding City of El Paso holidays and **"calendar days"** means Monday through Sunday excluding City of El Paso holidays.

D. NOTICES. The parties will send all notices required by this Agreement in writing both postmarked and delivered by certified mail. All mailed notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

Seller:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890 CityManager1@elpasotexas.gov
Copy:	City Attorney City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890 CityAttorney@elpasotexas.gov
Copy:	City of El Paso Real Estate Division P.O. Box 1890

El Paso, Texas 79950-1890
RealEstate@elpasotexas.gov

To the Buyer:

Mariel Andrea Garcia
16 S. Trevino Rd.
Santa Teresa, NM 88008
Marielgarciarealtor@gmail.com

E. CONFIDENTIALITY. The Buyer acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).

F. GOVERNING LAW. This Agreement is governed by Texas law.

G. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.

H. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.

I. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.

J. GOVERNMENTAL FUNCTIONS. The parties agree that the Seller is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the Seller is entering into this Agreement as a governmental entity performing a governmental function.

K. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.

L. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

M. SUCCESSORS AND ASSIGNS. This Agreement is binding on the Seller and the Buyer, and the Buyer's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.

N. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries for this Agreement.

O. REPRESENTATIONS AND WARRANTIES. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.

P. COUNTERPARTS. The parties may execute this Agreement in counterparts.

Q. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

(Space left intentionally blank)

(Signatures begin on the following pages)

EXECUTED by City the ___ day of _____, 20__.

SELLER:
CITY OF EL PASO, TEXAS

_____
Dionne L. Mack
City Manager

APPROVED AS TO FORM:
BY THE CITY ATTORNEY'S OFFICE

APPROVED AS TO CONTENT:

_____
Mary Lou Espinoza, Capital Assets Manager
Real Estate Division

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 20__, by Dionne L. Mack, as **City Manager** of the **City of El Paso, Texas.**

_____
Notary Public, State of Texas

My commission expires:

_____

EXECUTED by Buyer the 26 day of MAY, 2026

BUYER:
Mariel Andrea Garcia

By: _____
Mariel Andrea Garcia, Individual

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 26 day of MAY, 2026 by Mariel Andrea Garcia, as _____ of the **Buyer**.

_____
Notary Public, State of TEXAS

My commission expires:

6/6/2028.

ROBERTO GOMEZ
Notary Public, State of Texas
Comm. Expires 06-06-2028
Notary ID 129002489

ATTACHMENT "A"
FOR EXHIBIT PURPOSES ONLY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Effective Date: _____, {Year}

Grantor: **City of El Paso, Texas,** a Texas home-rule municipality

Grantor's Mailing Address: City of El Paso
P.O. Box 1890
El Paso, Texas 79950-1890

Grantee: {'General - Entity Legal Name'}

Grantee's Mailing Address: {'General - Entity Address'}

PROPERTY (INCLUDING ANY IMPROVEMENTS):

{'Property Legal Description'}, as more particularly described in **Attachment "A"**.

CONSIDERATION

$10.00 and other valuable consideration, receipt of which is hereby acknowledged.

EXCEPTIONS TO CONVEYANCE
To be added per title commitment.

RESERVATIONS TO CONVEYANCE
To be added.

WARRANTY AND CONVEYANCE

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and exceptions to warranty, GRANTS, SELLS, and CONVEYS to the GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to the GRANTEE, the GRANTEE'S administrators, successors and assigns forever. The GRANTOR binds the GRANTOR and the GRANTOR'S successors and assigns to warrant and forever defend all and singular the Property to the GRANTEE and the GRANTEE'S

administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor, but not otherwise.

EXCEPT AS EXPRESSLY PROVIDED IN THAT CERTAIN CONTRACT OF SALE DATED _____, 202__ BETWEEN THE GRANTOR AND THE GRANTEE, THE CONVEYANCE OF THE PROPERTY IS ON AN "AS IS" BASIS, WITH THE GRANTOR NOT MAKING, AND THE GRANTEE NOT RELYING UPON, ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, OTHER THAN SPECIAL WARRANTY OF TITLE.

IN WITNESS WHEREOF this Special Warranty Deed is executed this _____ day of _____, {Year}.

GRANTOR:
CITY OF EL PASO

By: _____
Dionne L. Mack, City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument was acknowledged before me on the ___ day of _____, {Year}, by Dionne L. Mack, City Manager, City of El Paso.

_____
Notary Public in and for the State of Texas

My Commission expires: _____

AFTER RECORDING, RETURN TO:

City of El Paso
City Clerk's Office
P.O. Box 1890
El Paso, TX 79950-1890

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

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

Definitions:

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

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

Contributor / Donor Information:

Full Name	Mariel Andrea Garcia
Business Name	N/A
Agenda Item Type	Sale of City-owned real estate
Relevant Department	Real Estate

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

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

OR

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

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

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

Signature: _____ Date: 5/26/26

File #: 26-0740, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

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

City of El Paso Agenda Summary Form

City Clerk

Submitted On: Jun 8, 2026, 12:02PM EDT

Department / Council Office	Streets and Maintenance
Agenda Date	June 23, 2026
Public Hearing Date	July 07, 2026
Email of User Submitting Form	LermaJE1@elpasotexas.gov
Contact Person	Randy Garcia 915-212-7005
2nd Contact Person	Joshua Lerma 915-212-7049
District(s) Affected	District 1
Agenda Item	An Ordinance Amending Title 12 (Vehicles And Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV – Speed Limits), Subsection E (Thirty Miles Per Hour), To Add Item: 6. Northern Pass Drive From North Desert Boulevard To Resler Drive And To Add Item: 7. Northwestern Drive From Trade Center Avenue To Desierto Rico Avenue; And An Ordinance Amending Title 12 (Vehicles And Traffic), Chapter 12.88 (Schedules), 12.88.150 (Schedules XIV – Speed Limits), Subsection F (Thirty-five Miles Per Hour), To Delete Item: 98. Northern Pass Drive, Between Desert North Boulevard And Helen Of Troy Drive And To Add Item: 111. Northern Pass Drive From Resler Drive To Helen Of Troy Drive; And An Ordinance Amending Title 12 (Vehicles And Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV – Speed Limits), Subsection G (Forty Miles Per Hour) To Delete Item: 34. Northwestern Drive From Transmountain Road (Loop 375) To 500 Feet South Of Westport Drive And To Add Item: 47. Northwestern Drive From Transmountain Road (Loop 375) To Trade Center Avenue. The Penalty As Provided In 12.84.010 Of The El Paso City Code.
Issue Statement	The new speed zone improvements on Northwestern Drive will enhance the growing commercial area and improve safety for pedestrian crossings and on-street parking.
Background	During Spring 2026, Streets and Maintenance received a contracted speed study from Gannett Fleming TranSystems (GFT) in conjunction with Capital Improvements. The speed study recommends lowering the speed limit to 30 MPH in the commercial area of Northwestern Drive and Northern Pass Drive. The roadway characteristics, usage, and crash history on the roadways, along with the proposed, planned improvements justify the reduction of speed on sections of both roadways.
Council Options	1. Request to council to Amend Ordinance Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV – Speed Limits)
Committee Review and/or Recommendation	Texas Department of Transportation, Capital Improvement Department & El Paso Streets and Maintenance are all in agreement.
Community and Stakeholder Outreach (if applicable, as an attachment) – please include	N/A
Related City Policies	Vision Zero and Safe Systems Approach
Prior Council Action	N/A
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	N/A
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Joshua Lerma 915-212-7049 LermaJE1@elpasotexas.gov

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.150 (SCHEDULES XIV – SPEED LIMITS), SUBSECTION E (THIRTY MILES PER HOUR), TO ADD ITEM: 6. NORTHERN PASS DRIVE FROM NORTH DESERT BOULEVARD TO RESLER DRIVE AND TO ADD ITEM: 7. NORTHWESTERN DRIVE FROM TRADE CENTER AVENUE TO DESIERTO RICO AVENUE; AND AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), 12.88.150 (SCHEDULES XIV – SPEED LIMITS), SUBSECTION F (THIRTY-FIVE MILES PER HOUR), TO DELETE ITEM: 98. NORTHERN PASS DRIVE, BETWEEN DESERT NORTH BOULEVARD AND HELEN OF TROY DRIVE AND TO ADD ITEM: 111. NORTHERN PASS DRIVE FROM RESLER DRIVE TO HELEN OF TROY DRIVE; AND AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.150 (SCHEDULES XIV – SPEED LIMITS), SUBSECTION G (FORTY MILES PER HOUR) TO DELETE ITEM: 34. NORTHWESTERN DRIVE FROM TRANSMOUNTAIN ROAD (LOOP 375) TO 500 FEET SOUTH OF WESTPORT DRIVE AND TO ADD ITEM: 47. NORTHWESTERN DRIVE FROM TRANSMOUNTAIN ROAD (LOOP 375) TO TRADE CENTER AVENUE. THE PENALTY AS PROVIDED IN 12.84.010 OF THE EL PASO CITY CODE.

WHEREAS, Streets and Maintenance received a contracted speed study from Gannett Fleming TranSystems (GFT) in conjunction with Capital Improvements, which warrants lowering the speed limit to 30 MPH in the commercial area of Northwestern Drive and Northern Pass Drive; and

WHEREAS, this ordinance amendment to the speed limits on Northwestern Drive and Northern Pass Drive will enhance the growing commercial area, and improve safety for local access, pedestrian crossings, and on-street parking for local businesses.

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

SECTION 1. An Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV – Speed Limits), Subsection E (Thirty Miles Per Hour) is hereby amended to read:

E. Thirty miles per hour:
1. – 5.
6. Northern Pass Drive from North Desert Boulevard to Resler Drive,
7. Northwestern Drive from Trade Center Avenue to Desierto Rico Avenue,

SECTION 2. An Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV – Speed Limits), Subsection F (Thirty-five Miles Per Hour) is hereby amended to read:

F. Thirty-five miles per hour:
1. – 97.
99. – 110.
111. Northern Pass Drive from Resler Drive to Helen of Troy Drive.

SECTION 3. An Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV – Speed Limits), Subsection G (Forty Miles Per Hour) is hereby amended to read:

G. Forty miles per hour:
1. – 33.
35. – 46.
47. Northwestern Drive from Transmountain Road (Loop 375) to Trade Center Avenue,

SECTION 4. Except as herein amended, Title 12 of the El Paso City Code shall remain in full force and effect.

ADOPTED this _____day of _____, 2026.

CITY OF EL PASO

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

_____
Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Randy Garcia, Director
Streets and Maintenance Department

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REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.

CITY OF EL PASO

Speed Zone Improvement

Northern Pass Drive & Northwestern Drive – Ordinance Amending Title 12.88.150

Streets and Maintenance Department
Joshua E. Lerma, Planner

Introduction to Council: June 23, 2026

Public Hearing: July 7, 2026

Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), 12.88.150 (Schedules XIV – Speed Limits)

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Purpose of Amendment

- Contracted speed study for safety improvements in conjunction with CID
  - Warranted ✓
- Reduce speed limits to 30 MPH on sections of Northwestern Drive and Northern Pass Drive
  - Enhance the growing commercial area
  - Improve safety for pedestrian crossings and on-street parking
- Codify the speed limit zones

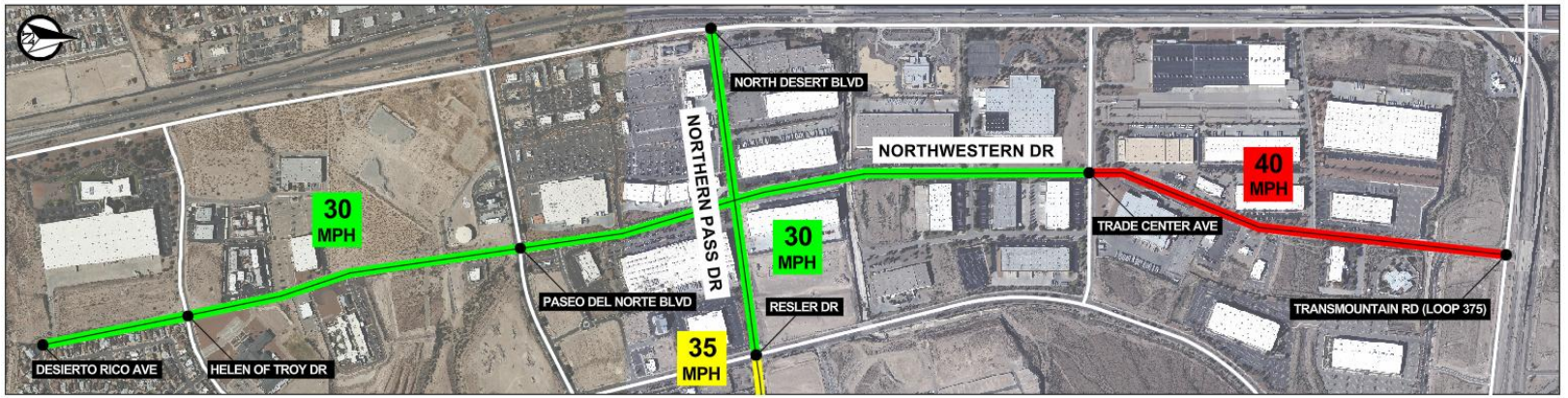
EXISTING CONDITIONS

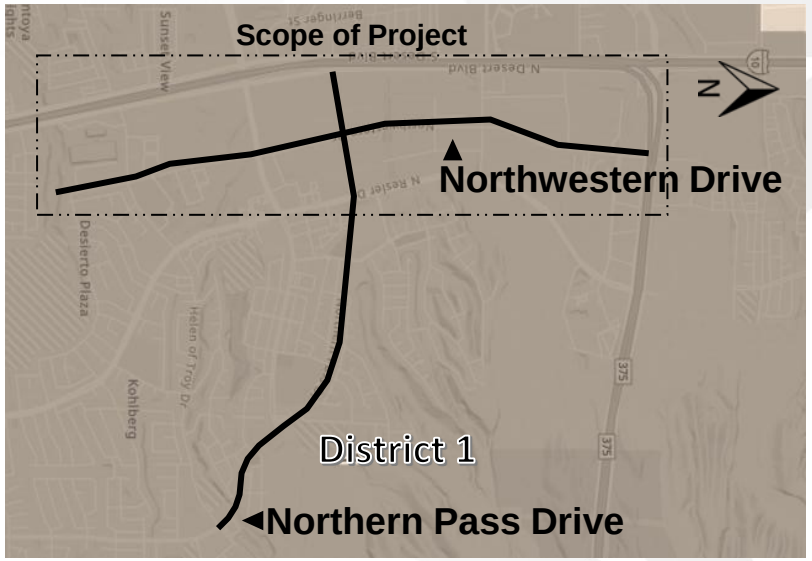


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WITH SPEED ZONE IMPROVEMENT





Streets and Maintenance Department

Ordinance Amending Title 12.88.150

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Requested Council Action:

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), 12.88.150 (SCHEDULES XIV – SPEED LIMITS)

SECTION 1. An Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV – Speed Limits), Subsection F (Thirty-five Miles Per Hour), to **Delete** Item:

1. – 97.

98. Northern Pass Drive, between Desert North Boulevard and Helen of Troy Drive

Streets and Maintenance Department

Ordinance Amending Title 12.88.150

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Requested Council Action:

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), 12.88.150 (SCHEDULES XIV – SPEED LIMITS)

SECTION 2. An Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV – Speed Limits), Subsection E (Thirty Miles Per Hour), to **Add** Item:

1. – 5.

6. Northern Pass Drive from North Desert Boulevard to Resler Drive

Streets and Maintenance Department

Ordinance Amending Title 12.88.150

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Requested Council Action:

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), 12.88.150 (SCHEDULES XIV – SPEED LIMITS)

SECTION 3. An Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV – Speed Limits), Subsection F (Thirty-five Miles Per Hour), to **Add** Item:

1. – 110.

111. Northern Pass Drive from Resler Drive to Helen of Troy Drive

Streets and Maintenance Department

Ordinance Amending Title 12.88.150

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Requested Council Action:

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), 12.88.150 (SCHEDULES XIV – SPEED LIMITS)

SECTION 1. An Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV – Speed Limits), Subsection G (Forty Miles Per Hour), to **Delete** Item:

1. – 33.

34. Northwestern Drive from Transmountain Road (Loop 375) to 500 feet south of Westport Drive

Streets and Maintenance Department

Ordinance Amending Title 12.88.150

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Requested Council Action:

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), 12.88.150 (SCHEDULES XIV – SPEED LIMITS)

SECTION 2. An Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV – Speed Limits), Subsection G (Forty Miles Per Hour), to **Add** Item:

1. – 46.

47. Northwestern Drive from Transmountain Road (Loop 375) to Trade Center Avenue

Streets and Maintenance Department

Ordinance Amending Title 12.88.150

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Requested Council Action:

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), 12.88.150 (SCHEDULES XIV – SPEED LIMITS)

SECTION 3. An Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV – Speed Limits), Subsection E (Thirty Miles Per Hour), to **Add** Item:

1. – 6.

7. Northwestern Drive from Trade Center Avenue to Desierto Rico Avenue

MISSION



Deliver exceptional services to support a high quality of life and place for our community.

VISION



Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government.

VALUES



Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople

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MISIÓN

Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

VISIÓN

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño

VALORES

Integridad, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas

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File #: 26-0662, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

An Ordinance terminating the Pinnacle Media, LLC, non-exclusive franchise to place benches at bus stops on City right of way pursuant to the El Paso City Code that was granted by Ordinance 018002; the penalties being as provided in Section 13.20.110 of the El Paso City Code. [POSTPONED FROM 06-09-2026]

City of El Paso Agenda Summary Form

City Clerk

Submitted On: Jun 10, 2026, 09:18AM EDT

Department / Council Office	Sun Metro Mass Transit
Agenda Date	June 23, 2026
Public Hearing Date	July 7, 2026
Email of User Submitting Form	DeMuroG@elpasotexas.gov
Contact Person	Jerry DeMuro 9152123470
2nd Contact Person	Karl Rimkus 9152123317
District(s) Affected	All Districts
Agenda Item	An ordinance terminating the Pinnacle Media, LLC, non-exclusive franchise to place benches at bus stops on City right of way pursuant to the El Paso City Code that was granted by Ordinance 018002; the penalties being as provided in Section 13.20.110 of the El Paso City Code.
Issue Statement	City Council is asked to terminate the bus bench ads franchise granted to Pinnacle Media, LLC on April 20, 2013.
Background	Business began operating franchise under Metro Signs LLC in 2020, without prior approval of City Council, as required by the ordinance that granted the franchise. Additionally, Pinnacle Media, LLC is no longer authorized to conduct business in Texas, per the Texas Secretary of State. The business has placed 135 benches on rights of way in the City, and if the franchise is terminated, Sun Metro will take over ownership of the benches, as allowed by the ordinance granting the franchise. Additionally, Sun Metro will remove 18 metal benches placed on State rights of way and 54 concrete benches (not allowed by current Bus Bench Franchise Rules).
Council Options	1. Approve the ordinance terminating the franchise; or 2. Take no action, and the business owner will remain in noncompliance of the franchise ordinance.
Committee Review and/or Recommendation	N/A
Community and Stakeholder Outreach (if applicable, as an attachment) – please include	Sun Metro Director and staff met with franchise business owner on February 9, 2026 to discuss the termination process and to advise him that he may apply for a new franchise if Council terminates the existing one.
Related City Policies	Bus Bench Franchise Rules (adopted by Mass Transit Dept. Board April 9, 2013)
Prior Council Action	Bus Bench Franchise Rules (adopted by Mass Transit Dept. Board April 9, 2013)
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	N/A
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Anthony DeKeyzer 9152123306 dekeyzerar@elpasotexas.gov

ORDINANCE NO._____

AN ORDINANCE TERMINATING THE PINNACLE MEDIA, LLC, NON-EXCLUSIVE FRANCHISE TO PLACE BENCHES AT BUS STOPS ON CITY RIGHT OF WAY PURSUANT TO THE EL PASO CITY CODE THAT WAS GRANTED BY ORDINANCE 018002; THE PENALTIES BEING AS PROVIDED IN SECTION 13.20.110 OF THE EL PASO CITY CODE.

WHEREAS, Ordinance No.016794 granted to Pinnacle Media, LLC ("Grantee") a non-exclusive franchise to place benches at bus stops on city right of way (Exhibit "A"); and

WHEREAS, Ordinance No. 016794 was amended in its entirety by Ordinance No. 018002 with an intent to create unform rules and regulations that are applicable to all bus bench franchisees and further granted a non-exclusive franchise to Pinnacle Media, LLC to place benches at bus stops on city rights of way; and

WHEREAS, section IX of Ordinance 018002 states in relevant part that "failure of the Grantee to comply with the terms and conditions of this franchise, the Rules, applicable provisions of the El Paso City Code or any other applicable local, State or Federal law as amended shall constitute adequate grounds for the termination of this franchise for cause after reasonable notice and hearing." and section ; and

WHEREAS, Grantee failed to comply with City Code 13.20.110, the terms of its franchise as provided in Ordinance 018002 and the bus bench franchise rules adopted by the Mass Transit Department Board; and

WHEREAS, Grantee was provided notice detailing the multiple ways it fails to comply with the requirements of the franchise through a letter mailed via certified mail, return receipt requested directed to Grantee's address as required by Ordinance 018002 and which was delivered to such address listed on Ordinance 018002 on January 13, 2026 ("January 13 letter"); and

WHEREAS, Grantee failed to correct the actions and omissions listed in the January 13 letter that rendered Grantee's franchise out of compliance and to this date, Grantee remains out of compliance with its franchise requirements as noted in the January 13 letter; and

WHEREAS, City plans to exercise its rights under Section XIV of the franchise agreement which states "Upon termination of this franchise, the property involved, including all Grantee improvements, shall become the property of the City without further compensation to Grantee" and City communicated such intent to Grantee in the January 13 letter; and

WHEREAS, the City of El Paso now requests for the non-exclusive franchise granted to Pinnacle Media, LLC by Ordinance No. 018002, be terminated.

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

That the non-exclusive franchise granted to Pinnacle Media, LLC by Ordinance 018002 shall be terminated as of the date that this ordinance is approved by City Council.

That once the termination of the franchise granted to Pinnacle Media, LLC becomes effective, the property involved in the franchise, including all Grantee improvements, shall become the property of the City without further compensation to Grantee as allowed by Section XIV of Ordinance 018002.

PASSED AND APPROVED this _____ day of _____, 2026.

THE CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura Prine
City Clerk

APPROVED AS TO FORM:

_____
Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Deputy Transit Officer for
Anthony R. Dekeyzer, Director
Mass Transit Department/Sun Metro

Termination of Bus Bench Ads Franchise

Pinnacle Media, LLC

Public Hearing June 23, 2026

Background

- The City of El Paso has granted non-exclusive franchises to advertise on bus benches on City rights of way
- Franchisees pay Sun Metro an annual franchise fee of $100 and a $5 monthly fee for each bench placement
- The City has granted the following franchises:
  - El Paso Bench Ads, LLC
  - Pinnacle Media, LLC
  - River Elms, LLC
- Franchises may not be transferred or assigned to another party without prior written consent of the City

Pinnacle Media, LLC

- The City granted a franchise to Pinnacle Media, LLC on April 20, 2013
- The business owner formed Metro Signs LLC in 2020, and has conducted franchise business under this name since that date
- No prior written consent from Council was obtained to assign the franchise to Metro Signs LLC
- Pinnacle Media, LLC's corporate franchise account status is inactive, per Texas Secretary of State, and no longer has the right to conduct business in Texas

Sun Metro Actions

- Sun Metro issued the franchisee a notice of intent to terminate the franchise
- The business owner met with Sun Metro staff on February 9, 2026
- The business owner stated that he was unaware that the franchise needed Council approval to assign to Metro Signs LLC
- The business owner agreed with Sun Metro’s recommendation the franchise be terminated

Following Termination

- If Council terminates the franchise, Sun Metro will take ownership of the franchise's benches, as allowed by the Franchise Agreement, and:
  - Remove any benches on Texas Dept. of Transportation rights of way
  - Remove any benches constructed of concrete and wood that are obsolete and not allowed by current Bus Bench Franchise Rules
  - Retain aluminum benches, for the benefit of Sun Metro customers
  - Remove advertisements from retained benches and replace with Sun Metro logo panels

Requested Council Action

- That the non-exclusive franchise granted to Pinnacle Media, LLC by Ordinance 018002 be terminated , and
- That once the termination of the franchise granted to Pinnacle Media, LLC becomes effective, the property involved in the franchise shall become the property of the City without further compensation to Grantee, as allowed by Section XIV of Ordinance 018002

MISSION

Deliver exceptional services to support a high quality of life and place for our community.

VISION

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government.

VALUES

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople

Termination of Bus Bench Ads Franchise

Pinnacle Media, LLC

Public Hearing June 23, 2026

Background

- The City of El Paso has granted non-exclusive franchises to advertise on bus benches on City rights of way
- Franchisees pay Sun Metro an annual franchise fee of $100 and a $5 monthly fee for each bench placement
- The City has granted the following franchises:
  - El Paso Bench Ads, LLC
  - Pinnacle Media, LLC
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- Franchises may not be transferred or assigned to another party without prior written consent of the City

Pinnacle Media, LLC

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- The business owner formed Metro Signs LLC in 2020, and has conducted franchise business under this name since that date
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- The business owner met with Sun Metro staff on February 9, 2026
- The business owner stated that he was unaware that the franchise needed Council approval to assign to Metro Signs LLC
- The business owner agreed with Sun Metro's recommendation the franchise be terminated

Following Termination

- If Council terminates the franchise, Sun Metro will take ownership of the franchise's benches, as allowed by the Franchise Agreement, and:
  - Remove any benches on Texas Dept. of Transportation rights of way
  - Remove any benches constructed of concrete and wood that are obsolete and not allowed by current Bus Bench Franchise Rules
  - Retain aluminum benches, for the benefit of Sun Metro customers
  - Remove advertisements from retained benches and replace with Sun Metro logo panels

Requested Council Action

- That the non-exclusive franchise granted to Pinnacle Media, LLC by Ordinance 018002 be terminated , and
- That once the termination of the franchise granted to Pinnacle Media, LLC becomes effective, the property involved in the franchise shall become the property of the City without further compensation to Grantee, as allowed by Section XIV of Ordinance 018002

MISSION

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VALUES

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople

File #: 26-0816, **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
Members of the City Council, Representative Chris Canales, (915) 212-0008
Members of the City Council, Representative Art Fierro, (915) 212-0006

AGENDA LANGUAGE:

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

Discussion and action on a Resolution approving the expenditure of District 8 and District 6 discretionary funds, in an amount not to exceed a total of $15,000.00 for costs associated with aesthetic improvements and installations at Pride Square.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: Mayor and Council

AGENDA DATE: 07/07/2026

CONTACT PERSON NAME Rep. Chris Canales **PHONE NUMBER:** (915) 212-0008

2nd CONTACT PERSON Rep. Art Fierro **PHONE NUMBER:** 915-212-0006

3rd CONTACT PERSON - **PHONE NUMBER:** -

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL: Goal 8 - Nurture & Promote a Helathy,

SUBGOAL: -

SUBJECT:

Discussion and action to approve a Resolution that the City Council approves the expenditure of District 8 and District 6 discretionary funds in an amount not to exceed a total of $15,000.00 for costs associated with aesthetic improvements and installations at Pride Square

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

BACKGROUND / DISCUSSION:

N/A

PRIOR COUNCIL ACTION:

No.

AMOUNT AND SOURCE OF FUNDING:

$15,000 from District 6 and District 8 discretionary funds.

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

RESOLUTION

WHEREAS, fostering community spirit and increasing visitors to downtown serves a valid municipal purpose; and

WHEREAS, Pride Square brings in visitors to downtown El Paso and helps build community spirit; and

WHEREAS, City Council desires to expend an amount not to exceed an amount up to $15,000.00 divided between District 6 and District 8; and

WHEREAS, the individual distribution of discretionary contributions towards the total amount not to exceed $15,000.00 are at the discretion of District 6 and District 8.

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

THAT City Council approves the expenditure of District's 6 and 8 discretionary funds, in an amount not to exceed a total of $15,000.00 for costs associated with aesthetic improvements and installations at Pride Square.

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

THAT the City Manager, or designee, be authorized to effectuate any budget transfers up until August 31, 2026, and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose, and at that time, return any remaining unused funds for this expenditure to each participating City Representative's discretionary fund account without further Council action.

APPROVED this the _____ day of _____ 2026.

THE CITY OF EL PASO

_____

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russell Abeln

Russell T. Abeln
Senior Assistant City Attorney

File #: 26-0817, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Discussion and action to authorize the expenditure of District 6 discretionary funds, in an amount not to exceed $800.00, to fund Representative Art Fierro's attendance to the National Association of Latino Elected Officials Educational Fund Annual Conference in Los Angeles, California, from July 13, 2026, through July 16, 2026, which serves the municipal purpose of setting the standard for sound governance.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: Mayor and Council

AGENDA DATE: 07/07/2026

CONTACT PERSON NAME Rep. Art Fierro **PHONE NUMBER:** 915-212-0006

2nd CONTACT PERSON **PHONE NUMBER:**

3rd CONTACT PERSON **PHONE NUMBER:**

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 6SET THE STANDARD FOR

SUBGOAL:

SUBJECT:

Discussion and action to authorize the expenditure of District 6 discretionary funds, in an amount not to exceed $800.00, to fund Representative Art Fierro's attendance to the National Association of Latino Elected Officials Educational Fund Annual Conference in Los Angeles, California from July 13, 2026 through July 16, 2026, which serves the municipal purpose of setting the standard for sound governance.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)	DATE

BACKGROUND / DISCUSSION:

Attendance at this event would further bolster information and action on how to increase Latino participation in the political processes.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Discretionary funds from District 6 not to exceed $800.

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

RESOLUTION

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

That the City Council of the City of El Paso declares that the expenditure of District 6 discretionary funds, in an amount not to exceed $800.00, to fund Representative Art Fierro's attendance to the National Association of Latino Elected Officials Educational Fund Annual Conference in Los Angeles, California from July 13, 2026 through July 16, 2026, which serves the municipal purpose of setting the standard for sound governance; and

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

APPROVED this _____ day of _____2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Mona M. Heydarian
Assistant City Attorney

File #: 26-0819, **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 Ivan Niño, (915) 212-0005

AGENDA LANGUAGE:

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

Discussion and action to direct the City Manager, in coordination with the City Attorney, to amend the City of El Paso's 90th Session State Legislative Agenda to include advocacy for sustainable state funding during the upcoming biennium to support the operational costs, staffing, and service delivery of the recently announced Behavioral Health East Campus, a community-based crisis behavioral health facility to be operated by Emergence Health Network (EHN) and located within the City of El Paso. Such advocacy shall support the expansion of crisis behavioral health services for youth and adults and help ensure the long-term success and sustainability of the facility.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: Mayor and Council

AGENDA DATE: 07/07/2026

CONTACT PERSON NAME Representative Ivan Niño **PHONE NUMBER:** 915-212-0005

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:

SUBJECT:

Discussion and action to direct the City Manager, in coordination with the City Attorney, to amend the City of El Paso's 90th Session State Legislative Agenda to include advocacy for sustainable state funding during the upcoming biennium to support the operational costs, staffing, and service delivery of the recently announced Behavioral Health East Campus, a community-based crisis behavioral health facility to be operated by Emergence Health Network (EHN) and located within the City of El Paso. Such advocacy shall support the expansion of crisis behavioral health services for youth and adults and help ensure the long-term success and sustainability of the facility.

COMMUNITY AND STAKEHOLDER OUTREACH:

Representative Ivan Niño has met with Emergence Health Network (EHN) leadership.

BACKGROUND / DISCUSSION:

Behavioral health continues to be one of the most significant public health and public safety challenges facing communities across Texas, including El Paso. As demand for mental health and substance use treatment services continues to grow, expanding access to high-quality behavioral healthcare remains essential to improving quality of life, supporting families, reducing strain on emergency response systems, and providing individuals with timely access to care.

PRIOR COUNCIL ACTION:

The City Council has previously amended the City of El Paso's 90th Session State Legislative Agenda. The most recent dates include 06/16/2026, 05/05/2026, and 04/21/2026.

AMOUNT AND SOURCE OF FUNDING:

N/A

File #: 26-0820, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Discussion and action directing the City Attorney, in collaboration with the City Manager as necessary, to prepare and present for City Council consideration an ordinance and accompanying resolution requiring that any virtual currency kiosk (commonly known as a cryptocurrency ATM) operated, maintained, or placed within the City of El Paso include clear, conspicuous physical and interactive digital disclosures identifying common consumer fraud risks, confirming user intent, and explicitly stating that the transaction is private and not affiliated with or endorsed by any government entity, law enforcement agency, or public utility provider. The proposed ordinance and resolution shall, at a minimum, include the following parameters:

1) Require that both the physical signage and interactive digital screens include language stating substantially the following in bold, high-contrast text:
"WARNING: FRAUD ALERT. Transactions made at this kiosk are instant and completely irreversible. Government agencies (such as the IRS, FBI, or Social Security Administration), law enforcement, and utility companies (such as El Paso Water or El Paso Electric) will NEVER instruct you to deposit cash or transfer cryptocurrency to clear an arrest warrant, pay back taxes, or prevent service disconnection. If you are currently on the phone with someone telling you to use this machine, HANG UP IMMEDIATELY. You are likely being scammed."

2) Require that the physical disclosure:
(a) Be printed on a placard no smaller than 8.5 by 11 inches;
(b) Be constructed of durable, tamper-resistant material or placed in a durable, tamper-resistant frame;
(c) Be permanently and securely affixed directly to the front face of the kiosk chassis or positioned prominently at eye level immediately adjacent to the terminal; and
(d) Utilize a contrasting color scheme (such as black text on a bright yellow or white background) with a font size no smaller than 24-point for headings and 16-point for body text to ensure maximum legibility.

3) Require that the kiosk's digital user interface deploy a localized, geofenced software block that triggers automatically whenever a user attempts a transaction within El Paso city limits. The interface must:
(a) Display the full fraud disclosure warning screen prior to allowing a user to scan a wallet QR code, enter an address, or insert any fiat currency;
(b) Feature a mandatory, un-skippable 15-second countdown timer during which the "Continue," "Accept," or "I

Agree" buttons remain entirely grayed out and unclickable; and
(c) Require affirmative user interaction via a checkbox confirming that the user owns the destination wallet, is not acting under duress, and has read the fraud warning.

4) Require that all disclosures appear concurrently in both English and Spanish with equal clarity, size, and prominence. The ordinance shall include a Spanish-language version of the disclosure as guidance, such as:
“ADVERTENCIA: ALERTA DE FRAUDE. Las transacciones realizadas en este quiosco son instantáneas y completamente irreversibles. Las agencias gubernamentales, la policía y las empresas de servicios públicos NUNCA le indicarán que deposite efectivo o transfiera criptomonedas. Si está hablando por teléfono con alguien que le dice que use esta máquina, CUELGUE INMEDIATAMENTE. Es probable que lo estén estafando.”

The ordinance shall further require that when a kiosk's software interface offers transactions in any language other than English or Spanish, the fraud disclosure screen must also automatically display in that chosen language via a correct, clear, and accurate translation.

5) Establish that a person or entity commits a violation if they operate a non-compliant virtual currency kiosk, or if they own, lease, or manage a brick-and-mortar retail property (such as a convenience store, gas station, or smoke shop) that hosts a non-compliant kiosk on their premises. This dual-liability structure ensures that local property hosts share a legal obligation to verify that the machines on their floors remain compliant.

6) Establish a structured, graduated enforcement mechanism focused on swift consumer protection compliance, utilizing Code Enforcement and the El Paso Police Department:
(a) An initial written notice of non-compliance specifying the precise deficiency (e.g., missing sign, broken digital timer) with a strict 48-hour window to cure the violation;
(b) Civil and administrative penalties of up to $500 per day for subsequent or uncured violations, calculated per machine, per day; and
(c) Class C misdemeanor enforcement only in cases of repeated, willful non-compliance following the expiration of the cure window, or where an operator intentionally alters the required text to minimize or obscure the fraud warnings.

7) Explicitly clarify that the ordinance applies strictly to the physical manner of business operation, public safety disclosures, and consumer protection signage within the City’s inherent police powers. The ordinance shall not attempt to license, prohibit, tax, or restrict the underlying electronic financial transmission or virtual currency exchange mechanism, thereby preserving the state’s sole regulatory jurisdiction under the Texas Money Services Act and preventing state preemption challenges.

8) Include in the ordinance's recitals thorough findings detailing:
(a) The rapid local surge in cryptocurrency ATM financial fraud, elder financial abuse, and telephone imposter scams within El Paso;
(b) The irreversible nature of virtual currency transactions which strips local victims of traditional banking fraud recourse;
(c) The City's compelling interest in deploying immediate, highly visible physical and digital interventions at the exact point of the financial transaction to alert vulnerable residents before life savings are lost; and
(d) The legal framework confirming the City's use of local police powers to regulate consumer transparency without impeding state-regulated banking operations.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: Mayor and Council

AGENDA DATE: 07/07/2026

CONTACT PERSON NAME Rep. Chris Canales **PHONE NUMBER:** (915)212-0008

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

3rd CONTACT PERSON **PHONE NUMBER:** -

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 2 - Set the Standard for a Safe &

SUBGOAL: -

SUBJECT:

Discussion and action directing the City Attorney, in collaboration with the City Manager as necessary, to prepare and present for City Council consideration an ordinance and accompanying resolution requiring that any virtual currency kiosk (commonly known as a cryptocurrency ATM) operated, maintained, or placed within the City of El Paso include clear, conspicuous physical and interactive digital disclosures identifying common consumer fraud risks, confirming user intent, and explicitly stating that the transaction is private and not affiliated with or endorsed by any government entity, law enforcement agency, or public utility provider. The proposed ordinance and resolution shall, at a minimum, include the following parameters:

1) Require that both the physical signage and interactive digital screens include language stating substantially the following in bold, high-contrast text:
“WARNING: FRAUD ALERT. Transactions made at this kiosk are instant and completely irreversible. Government agencies (such as the IRS, FBI, or Social Security Administration), law enforcement, and utility companies (such as El Paso Water or El Paso Electric) will NEVER instruct you to deposit cash or transfer cryptocurrency to clear an arrest warrant, pay back taxes, or prevent service disconnection. If you are currently on the phone with someone telling you to use this machine, HANG UP IMMEDIATELY. You are likely being scammed.”

COMMUNITY AND STAKEHOLDER OUTREACH:

Rep. Canales has spoken with State Rep. Joe Moody and the AARP about the issue of scams involving cryptocurrency kiosks/ATMs, particularly those targeting senior citizens and other vulnerable residents.

BACKGROUND / DISCUSSION:

The rapid rise of cryptocurrency kiosks, otherwise known as crypto ATMs, has created a serious public safety issue. Because these machines transfer cash instantly and permanently, they have become the go-to tool for scammers. Criminals take advantage of the fact that once cash is fed into these machines, it is converted into digital currency and sent to untraceable offshore accounts. Unlike a credit card or standard bank transfer, there is no way to cancel the transaction or get the money back. Local police departments and the FBI report a massive spike in these scams, which

PRIOR COUNCIL ACTION:

No.

AMOUNT AND SOURCE OF FUNDING:

N/A

File #: 26-0822, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Discussion and action to direct the City Manager, or designee, to deprogram the "Piedras St. Reconstruction Phase 2" Project due to potential impacts to neighboring businesses. Further that the City Manager, or designee, be authorized to make necessary cash budget transfers and execute any and all necessary documents to transfer the remaining funding to the Unprogrammed Project Balances Fund.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: Mayor and Council

AGENDA DATE: 07/07/2026

CONTACT PERSON NAME Rep. Art Fierro **PHONE NUMBER:** (915) 212-0006

2nd CONTACT PERSON Rep. Deanna Maldonado Rocha **PHONE NUMBER:** (915) 212-0003

3rd CONTACT PERSON **PHONE NUMBER:**

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 1 CULTIVATE AN

SUBGOAL:

SUBJECT:

Discussion and action to direct to City Manager, or designee, to deprogram the "Piedras St. Reconstruction Phase 2" Project due to potential impacts to neighboring businesses. Further that the City Manager, or designee, be authorized to make necessary cash budget transfers and execute any and all necessary documents to transfer the remaining funding to the Unprogrammed Project Balances Fund.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)	DATE

BACKGROUND / DISCUSSION:

N/A

PRIOR COUNCIL ACTION:

Sun City Lights Program
- 2024 CIP: District 2, District 3,District 6,District 7
- 2019 CIP: District 2, District 6 and District 7

AMOUNT AND SOURCE OF FUNDING:

N/A

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

File #: 26-0715, **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
Police, Executive Assistant Chief Zina Silva, (915) 212-4306

AGENDA LANGUAGE:

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

Presentation and discussion on motion from City Council on May 12, 2026, Directing the City Manager, in coordination with the City Attorney, to:

(1) Prepare and present to City Council a comprehensive overview of Driving While Intoxicated (DWI) date in the City of El Paso within 45 days and
(2) Develop a citywide Anti-DWI Strategy and return to City Council with recommendations within 90 days.

City of El Paso Agenda Summary Form

City Clerk

Submitted On: Jun 12, 2026, 03:50PM EDT

REVISED
1:37 pm, Jun 15, 2026

Department / Council Office	Police
Agenda Date	July 07, 2026
Public Hearing Date	July 06, 2026
Email of User Submitting Form	c1070@elpasotexas.gov
Contact Person	Exective Assistant Chief Zina Silva (915) 212-4306
2nd Contact Person	
District(s) Affected	All Districts
Agenda Item	Presentation and discussion on motion from City Council on May 12, 2026, directing the City Manager, in coordination with the City Attorney, to: (1) Prepare and present to City Council a comprehensive overview of Driving While Intoxicated (DWI) data in the City of El Paso within 45 days and (2) develop a citywide Anti-DWI Strategy and return to City Council with recommendations within 90 days
Issue Statement	The El Paso Police Department will present a comprehensive overview of Driving While Intoxicated data for the last four years to include definitions, penal code violations and levels of offenses
Background	This is request from Council through the City Manager to the El Paso Police Department
Council Options	No action Needed
Committee Review and/or Recommendation	There is no Committee review for this item
Community and Stakeholder Outreach (if applicable, as an attachment) – please include	No outreach has been done for this presentation
Related City Policies	There are no City policies
Prior Council Action	There is no previous Council action
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	No funding has been requested to this date
Enter the elected official's name followed by the amount donated.	No contributions or donations are related to this item
For More Information	Executive Assistant Chief Zina Silva (915) 494-7455 1799@elpasotexas.gov

File #: 26-0797, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Libraries, Norma Martinez, (915) 212-3200

AGENDA LANGUAGE:

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

Discussion and action on the award of Solicitation 2026-0127 Janitorial Services - Libraries to Ace Government Services, LLC for an initial term of three (3) years for an estimated amount of $1,843,218.00. The award also includes a two (2) year option for an estimated amount of $1,228,812.00. The total contract time is for five (5) years for a total estimated amount of $3,072,030.00.

Department:	Library
Award to:	Ace Government Services, LLC
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	$614,406.00
Initial Term Estimated Award:	$1,843,218.00
Option Term Estimated Award:	$1,228,812.00
Total Estimated Award	$3,072,030.00
Account(s)	453-1000-53030-522060
	453-1000-53050-522060
	453-1000-53060-522060
	453-1000-53070-522060
	453-1000-53080-522060
	453-1000-53090-522060
	453-1000-53100-522060
	453-1000-53110-522060
	453-1000-53120-522060
	453-1000-53130-522060

	453-1000-53140-522060
	453-1000-53160-522060
	453-1000-53310-522060
	453-1000-53311-522060
Funding Source(s):	Maintenance Services Contract - Janitorial
District(s):	All

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

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

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

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

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT/COUNCIL OFFICE: Library Services
AGENDA DATE: July 7, 2026
PUBLIC HEARING DATE: Not Applicable
CONTACT PERSON NAME: Norma P. Martinez, Library Services **PHONE NUMBER:**(915) 212-3200
2nd CONTACT PERSON NAME: Claudia A. Garcia, Purchasing & Strategic Sourcing **PHONE NUMBER:**(915) 212-0043
DISTRICT(S) AFFECTED: All

AGENDA ITEM:
Discussion and action on the award of solicitation 2026-0127 Janitorial Services – Libraries to Ace Government Services, LLC for an initial term of three (3) years for an estimated amount of $1,843,218.00. The award also includes a two (2) year option for an estimated amount of $1,228,812.00. The total contract time is for five (5) years for a total estimated amount of $3,072,030.00.

Department:	Library
Award to:	Ace Government Services, LLC
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	$614,406.00
Initial Term Estimated Award:	$1,843,218.00
Option Term Estimated Award:	$1,228,812.00
Total Estimated Award	$3,072,030.00
Account(s)	453-1000-53030-522060 453-1000-53050-522060 453-1000-53060-522060 453-1000-53070-522060 453-1000-53080-522060 453-1000-53090-522060 453-1000-53100-522060 453-1000-53110-522060 453-1000-53120-522060 453-1000-53130-522060 453-1000-53140-522060 453-1000-53160-522060 453-1000-53310-522060 453-1000-53311-522060
Funding Source(s):	Maintenance Services Contract - Janitorial
District(s):	All

This was a Best Value Bid Procurement for a replacement contract

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

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

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

ISSUE STATEMENT:
City Council is asked to approve the award of a replacement contract for Janitorial Services – Libraries. This contract will allow the Library Services department to continue receiving janitorial services for all fourteen (14) branches.

BACKGROUND:
Library Services has fourteen (14) branches that serve the public. These locations all require janitorial services to maintain a high standard of cleanliness.

Solicitation was advertised on December 23, 2025 and December 30, 2025. The solicitation was posted on City website on December 23, 2025. There were a total thirty-nine (39) viewers online; Sixteen (16) bids were received; six (6) from local suppliers.

Contract Variance: The difference based in comparison to the previous contract is as follows: An increase of $1,219,596.54 which represents a 65.84% increase due to:

1. Hourly rate increased from $10.25 to $20.00.

No protest received for this requirement.

COUNCIL OPTIONS:

1. Award the contract as recommended;
2. Deny award if Council determines such action is in the best interest of the City;
3. Direct staff to re-solicit the procurement with revised evaluation criteria or policy direction, as permitted by law; or
4. Postpone action, pending additional information.

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

COMMUNITY AND STAKEHOLDER OUTREACH:
A pre-bid meeting was held on January 7, 2026. Fifteen (15) suppliers were in attendance.

RELATED POLICIES:

1. Procurement Sourcing Policy

PRIOR COUNCIL ACTION:
N/A

LEGAL REVIEW:
☑Legal counsel reviewed as part of the Council packet
☐Legal counsel reviewed in advance of packet as individual item

AMOUNT AND SOURCE OF FUNDING:
Amount: $3,072,030.00
Funding Source: Maintenance Services Contract - Janitorial

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. Ranking
2. Tabulation
3. View List

FOR MORE INFORMATION:

Norma P. Martinez	915-212-3200	MartinezNP@elpasotexas.gov

Ranking

Best Value Bid

Solicitation: **2026-0127 Janitorial Services - Libraries**

	Points	Ace Government Services LLC El Paso, TX	CCS Facility Services - Texas, Inc. Houston, TX	Professional Janitorial Services of El Paso, LLC dba PJS of El Paso El Paso, TX	Jesus Trevino dba One Stop Janitorial Services LLC La Feria, TX	Facility Service Janitorial dba Facilities360 Ann Arbor, MI	Southwest Janitorial Service LLC Garden City, KS	Selrico Services, Inc. San Antonio, TX	UBM Enterprise Inc Dallas, TX	ChemGiant LLC Anthony, TX	Ambassador Services, LLC Houston, TX	Kleen-Tech Services, LLC Denver, CO	Stiles General Contractors LLC El Paso, TX	SBS Maintenance & Cleaning LLC dba Star Building Services Houston, TX	Cindy Klinglesmith dba Team K Cleaning Services LLC El Paso, TX	Innovei Technologies El Paso, TX	Franscisco Corral dba Eagle Janitorial El Paso, TX
Factor A - Price	**35**	27.98	33.83	29.02	25.77	29.38	35.00	27.87	26.53	23.75	21.27	20.94	15.81	25.72	16.75	23.22	0.13
Factor B - Experience - Contract Contracts	**25**	20.83	17.50	15.83	16.67	15.28	10.42	11.94	13.33	13.06	8.06	9.44	18.75	10.83	16.39	0.00	9.17
Factor C - References	**10**	8.69	6.53	9.73	8.13	9.60	5.40	6.27	6.67	9.60	9.00	9.80	6.20	3.07	6.67	0.00	9.25
Factor D - Employee Medical Benefits	**10**	8.00	2.00	2.00	2.00	2.00	2.00	8.00	2.00	2.00	8.00	8.00	2.00	2.00	0.00	2.00	2.00
Factor E - Work Plan	**20**	19.33	17.33	13.33	17.33	11.33	14.67	13.33	18.67	13.33	14.00	11.33	16.67	17.33	15.33	10.00	10.00
Total Score	**100**	84.84	77.19	69.92	69.90	67.59	67.48	67.42	67.20	61.74	60.32	59.52	59.43	58.95	55.14	35.22	30.55
Ranking		**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**

City of El Paso
Bid Tabulation Form
REVISED

Title: Janitorial Services - Libraries
Bid Opening: February 18, 2026

Solicitation Number: 2026-0127
Department: Library

			Ace Government Services LLC El Paso, TX Bidder 1 of 16			Ambassador Services, LLC Houston, TX Bidder 2 of 16			CCS Facility Services- Texas, Inc Dallas, TX Bidder 3 of 16			ChemGiant, LLC Anthony, TX Bidder 4 of 16			Francisco Corral dba The Eagle Janitorial Services El Paso, TX Bidder 5 of 16			Facility Service Janitorial dba Facilities360 Ann Arbor, MI Bidder 6 of 16			Innovei Technologies, LLC El Paso, TX Bidder 7 of 16			Kleen-Tech Services, LLC Denver, CO Bidder 8 of 16			Jesus Trevino dba One Stop Janitorial Services LLC La Feria, TX Bidder 9 of 16			Professional Janitorial Services of El Paso, LLC dba PJS of El Paso El Paso, TX Bidder 10 of 16			SBS Maintenance & Cleaning LLC dba Star Building Services Houston, TX Bidder 11 of 16			Selrico Services, INC San Antonio, TX Bidder 12 of 16			Southwest Janitorial Service LLC Garden City, KS Bidder 13 of 16			Stiles General Contractors LLC El Paso, TX Bidder 14 of 16			Cindy Klinglesmith dba Team K Cleaning Services LLC El Paso, TX Bidder 15 of 16			UBM Enterprise, Inc Dallas, TX Bidder 16 of 16		
Part A - Routine Cleaning																																																			
Item No.	Description	Unit of Measure	Approximated Estimated Weekly Hours (A)	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	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	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	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	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)	(B)	(C)	(D)	(B)	(C)	(D)	(B)	(C)	(D)	(B)	(C)	(D)	(B)	(C)	(D)	(B)	(C)	(D)	(B)	(C)	(D)	(B)	(C)	(D)	(B)	(C)	(D)	(B)	(C)	(D)	(B)	(C)	(D)	(B)	(C)	(D)	(B)	(C)	(D)
1	Memorial Park Library 3200 Copper Ave, El Paso, TX 79930	Hourly	30	$20.00	$31,320.00	$93,960.00	$26.03	$40,762.98	$122,288.94	$17.11	$26,794.26	$80,382.78	$22.00	$34,452.00	$103,356.00	$2,081.47	$3,259,582.02 Bidder's Price: $34,977.67	$9,778,746.06 Bidder's Price: $74,410.95	$18.20	$28,501.20	$85,503.60	$22.86	$35,798.76	$107,396.28	$27.02	$42,313.32	$126,939.96	$22.17	$34,718.22	$104,154.66	$20.00	$31,320.00	$93,960.00	$21.75	$34,060.50	$102,181.50	$15.61	$24,445.26	$73,335.78	$16.00	$25,056.00	$75,168.00	$32.87	$51,474.42	$154,423.26	$30.75	$48,154.50	$144,463.50	$20.32	$31,821.12	$95,463.36
2	Armijo Library 620 East 7th Street, El Paso, TX 79901	Hourly	36	$20.00	$37,584.00	$112,752.00	$26.03	$48,915.58	$146,746.73	$17.12	$32,171.90	$96,515.71	$22.00	$41,342.40	$124,027.20	$2,497.77	$4,693,809.38 Bidder's Price: $29,973.34	$14,081,428.15 Bidder's Price: $89,919.22	$18.20	$34,201.44	$102,604.32	$22.86	$42,958.51	$128,875.54	$27.10	$50,926.32	$152,778.96	$22.13	$41,586.70	$124,760.09	$20.00	$37,584.00	$112,752.00	$21.75	$40,872.60	$122,617.80	$15.91	$29,898.07	$89,694.22	$16.00	$30,067.20	$90,201.60	$32.87	$61,769.30	$185,307.91	$30.75	$57,785.40	$173,356.20	$20.37	$38,279.30	$114,837.91
3	Richard Burges Regional Library 9600 Dyer St C, El Paso, TX 79924	Hourly	42	$20.00	$43,848.00	$131,544.00	$26.03	$57,068.17	$171,204.52	$17.45	$38,257.38	$114,772.14	$22.00	$48,232.80	$144,698.40	$2,914.06	$6,368,785.14 Bidder's Price: $34,968.72	$19,166,355.43 Bidder's Price: $104,906.16	$18.20	$39,901.68	$119,705.04	$22.86	$50,118.26	$150,354.79	$29.39	$64,434.64	$193,303.91	$22.00	$48,232.80	$144,698.40	$20.00	$43,848.00	$131,544.00	$21.75	$47,684.70	$143,054.10	$24.84	$54,459.22 Bidder's Price: $54,448.25	$163,377.65 Bidder's Price: $163, 344.76	$16.00	$35,078.40	$105,235.20	$32.87	$72,064.19	$216,192.56	$30.75	$67,416.30	$202,248.90	$21.66	$47,487.38	$142,462.15
4	Clardy Fox Library 5515 Robert Alva Ave, El Paso, TX 79905	Hourly	36	$20.00	$37,584.00	$112,752.00	$26.03	$48,915.58	$146,746.73	$17.30	$32,510.16	$97,530.48	$22.00	$41,342.40	$124,027.20	$2,497.77	$4,693,809.38 Bidder's Price: $29,973.27	$14,081,428.15 Bidder's Price: $89,919.22	$18.20	$34,201.44	$102,604.32	$22.86	$42,958.51	$128,875.54	$28.71	$53,951.83	$161,855.50	$22.00	$41,342.40	$124,027.20	$20.00	$37,584.00	$112,752.00	$21.75	$40,872.60	$122,617.80	$22.19	$41,699.45	$125,098.34	$16.00	$30,067.20	$90,201.60	$32.87	$61,769.30	$185,307.91	$30.75	$57,785.40	$173,356.20	$21.28	$39,980.38	$119,968.13
5	Irving Schwartz Library 1865 Dean Martin Dr, El Paso, TX 79936	Hourly	36	$20.00	$37,584.00	$112,752.00	$26.03	$48,915.58	$146,746.73	$17.35	$32,604.12	$97,812.36	$22.00	$41,342.40	$124,027.20	$2,497.77	$4,693,809.38 Bidder's Price: $29,973.27	$14,081,428.15 Bidder's Price: $89,919.22	$18.20	$34,201.44	$102,604.32	$22.86	$42,958.51	$128,875.54	$27.98	$52,580.02	$157,740.05	$22.00	$41,342.40	$124,027.20	$20.00	$37,584.00	$112,752.00	$21.75	$40,872.60	$122,617.80	$19.32	$36,306.14	$108,918.43	$16.00	$30,067.20	$90,201.60	$32.87	$61,769.30	$185,307.91	$30.75	$57,785.40	$173,356.20	$20.86	$39,200.11	$117,600.34
6	Judge E. S. Marquez Mission Valley Library 610 N Yarbrough Dr, El Paso, TX 79915	Hourly	36	$20.00	$37,584.00	$112,752.00	$26.03	$48,915.58	$146,746.73	$17.25	$32,416.20	$97,248.60	$22.00	$41,342.40	$124,027.20	$2,497.77	$4,693,809.38 Bidder's Price: $29,973.27	$14,081,428.15 Bidder's Price: $89,919.22	$18.20	$34,201.44	$102,604.32	$22.86	$42,958.51	$128,875.54	$27.98	$52,580.02	$157,740.05	$22.00	$41,342.40	$124,027.20	$20.00	$37,584.00	$112,752.00	$21.75	$40,872.60	$122,617.80	$19.32	$36,306.14	$108,918.43	$16.00	$30,067.20	$90,201.60	$32.87	$61,769.30	$185,307.91	$30.75	$57,785.40	$173,356.20	$20.86	$39,200.11	$117,600.34
7	Westside Library 125 Belvidere St, El Paso, TX 79912	Hourly	30	$20.00	$31,320.00	$93,960.00	$26.03	$40,762.98	$122,288.94	$16.99	$26,606.34	$79,819.02	$22.00	$34,452.00	$103,356.00	$2,081.42	$3,259,503.72 Bidder's Price: $34,977.54	$9,778,511.16 Bidder's Price: $74,410.90	$18.20	$28,501.20	$85,503.60	$22.86	$35,798.76	$107,396.28	$26.24	$41,091.84	$123,275.52	$22.00	$34,452.00	$103,356.00	$20.00	$31,320.00	$93,960.00	$21.75	$34,060.50	$102,181.50	$12.53	$19,621.98	$58,865.94	$16.00	$25,056.00	$75,168.00	$32.87	$51,474.42	$154,423.26	$30.75	$48,154.50	$144,463.50	$19.88	$31,132.08	$93,396.24
8	Sergio Troncoso Library 9321 Alameda Ave, El Paso, TX 79907	Hourly	36	$20.00	$37,584.00	$112,752.00	$26.03	$48,915.58	$146,746.73	$17.27	$32,453.78	$97,361.35	$22.00	$41,342.40	$124,027.20	$2,497.77	$4,693,809.38 Bidder's Price:$29,973.27	$14,081,428.15 Bidder's Price: $89,919.22	$18.20	$34,201.44	$102,604.32	$22.86	$42,958.51	$128,875.54	$30.00	$56,376.00	$169,128.00	$22.00	$41,342.40	$124,027.20	$20.00	$37,584.00	$112,752.00	$21.75	$40,872.60	$122,617.80	$19.96	$37,508.83	$112,526.50	$16.00	$30,067.20	$90,201.60	$32.87	$61,769.30	$185,307.91	$30.75	$57,785.40	$173,356.20	$20.95	$39,369.24	$118,107.72
9	Esperanza Acosta Moreno Regional Library 12480 Pebble Hills Blvd, El Paso, TX 79938	Hourly	42	$20.00	$43,848.00	$131,544.00	$26.03	$57,068.17	$171,204.52	$17.54	$38,454.70	$115,364.09	$22.00	$48,232.80	$144,698.40	$2,914.06	$6,368,785.14 Bidder's Price: $34,968.72	$19,166,355.43 Bidder's Price: $104,906.16	$18.20	$39,901.68	$119,705.04	$22.86	$50,118.26	$150,354.79	$30.00	$65,772.00	$197,316.00	$22.00	$48,232.80	$144,698.40	$20.00	$43,848.00	$131,544.00	$21.75	$47,684.70	$143,054.10	$27.23	$59,699.05	$179,097.16	$15.50	$33,982.20	$101,946.60	$32.87	$72,064.19	$216,192.56	$30.75	$67,416.30	$202,248.90	$22.01	$48,254.72	$144,764.17
10	Dorris Van Doren Regional Library 551 Redd Rd, El Paso, TX 79912	Hourly	42	$20.00	$43,848.00	$131,544.00	$26.03	$57,068.17	$171,204.52	$17.51	$38,388.92	$115,166.77	$22.00	$48,232.80	$144,698.40	$2,914.06	$6,368,785.14 Bidder's Price: $34,968.72	$19,166,355.43 Bidder's Price: $104,906.16	$18.20	$39,901.68	$119,705.04	$22.86	$50,118.26	$150,354.79	$29.81	$65,355.44	$196,066.33	$22.00	$48,232.80	$144,698.40	$20.00	$43,848.00	$131,544.00	$21.75	$47,684.70	$143,054.10	$26.50	$58,098.60	$174,295.80	$15.50	$33,982.20	$101,946.60	$32.87	$72,064.19	$216,192.56	$30.75	$67,416.30	$202,248.90	$21.90	$48,013.56	$144,040.68
11	Main Library 501 Oregon St, El Paso, TX 79901	Hourly	153	$20.00	$159,732.00	$479,196.00	$26.03	$207,891.20	$623,673.59	$17.29	$138,098.31	$414,264.94	$22.00	$175,705.20	$527,115.60	$10,615.52	$84,781,912.03 Bidder's Price: $127,366.24	$45,345,736.10 Bidder's Price: $382,158.72	$18.20	$145,356.12	$436,068.36	$22.86	$182,573.68	$547,721.03	$28.73	$229,455.02	$688,365.05	$22.00	$175,705.20	$527,115.60	$20.00	$159,732.00	$479,196.00	$21.75	$173,708.55	$521,125.65	$20.48	$163,565.57	$490,696.70	$15.50	$123,792.30	$371,376.90	$32.87	$262,519.54	$787,558.63	$30.75	$245,587.95	$736,763.85	$21.03	$167,958.20	$503,874.59
12	Jose Cisneros Library 1300 Hawkins Blvd, El Paso, TX 79925	Hourly	30	$20.00	$31,320.00	$93,960.00	$26.03	$40,762.98	$122,288.94	$17.06	$26,715.96	$80,147.88	$22.00	$34,452.00	$103,356.00	$2,081.47	$3,259,582.02 Bidder's Price:$ 24,977.64	$9,778,746.06 Bidder's Price: $74,932.92	$18.20	$28,501.20	$85,503.60	$22.86	$35,798.76	$107,396.28	$26.67	$41,765.22	$125,295.66	$22.00	$34,452.00	$103,356.00	$20.00	$31,320.00	$93,960.00	$21.75	$34,060.50	$102,181.50	$14.22	$22,268.52	$66,805.56	$15.50	$24,273.00	$72,819.00	$32.87	$51,474.42	$154,423.26	$30.75	$48,154.50	$144,463.50	$20.12	$31,507.92	$94,523.76
		Part A Total				$1,719,468.00			$2,237,887.60			$1,486,386.13			$1,891,414.80			$411,587,946.43 Bidder's Price: $1,371,274.92			$1,564,715.88			$1,965,351.92			$2,449,804.99			$1,892,946.35			$1,719,468.00			$1,889,521.45			$1,751,630.51 Bidder's Price: $1,751,597.62			$1,354,668.30			$2,825,945.66			$2,643,682.05			$1,806,639.39

Part B - Deep Cleaning for ALL Libraries																																																	
Item No.	Description	Unit of Measure	Approximated Estimated Weekly Hours (A)	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	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	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	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	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)	(B)	(C)	(D)	(B)	(C)	(D)	(B)	(C)	(D)	(B)	(C)	(D)	(B)	(C)	(D)	(B)	(C)	(D)	(B)	(C)	(D)	(B)	(C)	(D)	(B)	(C)	(D)	(B)	(C)	(D)	(B)	(C)	(D)	(B)	(C)	(D)	(B)	(C)	(D)
1	Memorial Park Library 3200 Copper Ave, El Paso, TX 79930	Each	1	$1,500.00	$1,500.00	$4,500.00	$1,134.88	$1,134.88	$3,404.64	$345.62	$345.62	$1,036.86	$2,525.00	$2,525.00	$7,575.00	$382.80	$382.80	$1,148.40	$2,700.00	$2,700.00	$8,100.00	$2,899.22	$2,899.22	$8,697.66	$135.12	$135.12	$405.36	$1,000.00	$1,000.00	$3,000.00	$500.00	$500.00	$1,500.00	$1,100.00	$1,100.00	$3,300.00	$1,010.00	$1,010.00	$3,030.00	$1,200.00	$1,200.00	$3,600.00	$6,311.00	$6,311.00	$18,933.00	$6,300.00	$6,300.00	$18,900.00	$1,237.25	$1,237.25	$3,711.75
2	Armijo Library 620 East 7th Street, El Paso, TX 79901	Each	2	$2,000.00	$4,000.00	$12,000.00	$2,239.06	$4,478.12	$13,434.36	$422.69	$845.38	$2,536.14	$3,100.00	$6,200.00	$18,600.00	$765.60	$1,531.20 Bidder's Price: $765.60	$4,593.60 Bidder's Price: $2,296.80	$2,700.00	$5,400.00	$16,200.00	$3,568.27	$7,136.54	$21,409.62	$162.61	$325.22	$975.66	$1,200.00	$2,400.00	$7,200.00	$600.00	$1,200.00	$3,600.00	$2,200.00	$4,400.00	$13,200.00	$1,235.20	$2,470.40	$7,411.20	$1,200.00	$2,400.00	$7,200.00	$6,311.00	$12,622.00	$37,866.00	$6,300.00	$12,600.00	$37,800.00	$1,513.12	$3,026.24	$9,078.72
3	Richard Burges Regional Library 9600 Dyer St C, El Paso, TX 79924	Each	1	$1,500.00	$1,500.00	$4,500.00	$2,528.20	$2,528.20	$7,584.60	$769.95	$769.95	$2,309.85	$5,500.00	$5,500.00	$16,500.00	$382.80	$382.80	$1,148.40	$2,700.00	$2,700.00	$8,100.00	$2,230.17	$2,230.17	$6,690.51	$205.70	$205.70	$617.10	$2,250.00	$2,250.00	$6,750.00	$1,100.00	$1,100.00	$3,300.00	$1,800.00	$1,800.00	$5,400.00	$1,800.00	$1,800.00	$5,400.00	$6,311.00	$6,311.00	$18,933.00	$6,300.00	$6,300.00	$18,900.00	$2,756.25	$2,756.25	$8,268.75
4	Clardy Fox Library 5515 Robert Alva Ave, El Paso, TX 79905	Each	2	$2,250.00	$4,500.00	$13,500.00	$3,123.66	$6,247.32	$18,741.96 Bidder's Price: $18,741.87	$589.68	$1,179.36	$3,538.08	$4,300.00	$8,600.00	$25,800.00	$765.60	$1,531.20 Bidder's Price: $765.60	$4,593.60 Bidder's Price: $2,296.80	$2,700.00	$5,400.00	$16,200.00	$4,460.34	$8,920.68	$26,762.04	$172.24	$344.48	$1,033.44	$1,700.00	$3,400.00	$10,200.00	$800.00	$1,600.00	$4,800.00	$2,200.00	$4,400.00	$13,200.00	$1,723.00	$3,446.00	$10,338.00	$1,500.00	$3,000.00	$9,000.00	$6,311.00	$12,622.00	$37,866.00	$6,300.00	$12,600.00	$37,800.00	$2,110.92	$4,221.84	$12,665.52
5	Irving Schwartz Library 1865 Dean Martin Dr, El Paso, TX 79936	Each	2	$1,500.00	$3,000.00	$9,000.00	$1,741.65	$3,483.30	$10,449.90	$513.30	$1,026.60	$3,079.80	$3,750.00	$7,500.00	$22,500.00	$765.60	$1,531.20 Bidder's Price: $765.60	$4,593.60 Bidder's Price: $2,296.80	$2,700.00	$5,400.00	$16,200.00	$2,230.17	$4,460.34	$13,381.02	$167.91	$335.82	$1,007.46	$1,500.00	$3,000.00	$9,000.00	$750.00	$1,500.00	$4,500.00	$2,200.00	$4,400.00	$13,200.00	$1,500.00	$3,000.00	$9,000.00	$1,500.00	$3,000.00	$9,000.00	$6,311.00	$12,622.00	$37,866.00	$6,300.00	$12,600.00	$37,800.00	$1,837.50	$3,675.00	$11,025.00
6	Judge E. S. Marquez Mission Valley Library 610 N Yarbrough Dr, El Paso, TX 79915	Each	1	$2,000.00	$2,000.00	$6,000.00	$2,719.06	$2,719.06	$8,157.18 Bidder's Price: $8,157.19	$513.30	$513.30	$1,539.90	$3,750.00	$3,750.00	$11,250.00	$382.80	$382.80	$1,148.40	$2,700.00	$2,700.00	$8,100.00	$4,014.31	$4,014.31	$12,042.93	$167.91	$167.91	$503.73	$1,500.00	$1,500.00	$4,500.00	$750.00	$750.00	$2,250.00	$1,100.00	$1,100.00	$3,300.00	$1,500.00	$1,500.00	$4,500.00	$1,000.00	$1,000.00	$3,000.00	$6,311.00	$6,311.00	$18,933.00	$6,300.00	$6,300.00	$18,900.00	$1,837.50	$1,837.50	$5,512.50
7	Westside Library 125 Belvidere St, El Paso, TX 79912	Each	2	$1,500.00	$3,000.00	$9,000.00	$1,469.56	$2,939.12	$8,817.36 Bidder's Price: $8,817.38	$277.42	$554.84	$1,664.52	$2,025.00	$4,050.00	$12,150.00	$765.60	$1,531.20 Bidder's Price: $765.60	$4,593.60 Bidder's Price: $2,296.80	$2,700.00	$5,400.00	$16,200.00	$2,230.17	$4,460.34	$13,381.02	$131.19	$262.38	$787.14	$1,000.00	$2,000.00	$6,000.00	$400.00	$800.00	$2,400.00	$2,200.00	$4,400.00	$13,200.00	$810.70	$1,621.40	$4,864.20	$1,900.00	$3,800.00	$11,400.00	$6,311.00	$12,622.00	$37,866.00	$6,300.00	$12,600.00	$37,800.00	$993.11	$1,986.22	$5,958.66 Bidder's Price: $5,958.65
8	Sergio Troncoso Library 9321 Alameda Ave, El Paso, TX 79907	Each	2	$2,000.00	$4,000.00	$12,000.00	$2,809.70	$5,619.40	$16,858.20	$513.30	$1,026.60	$3,079.80	$3,875.00	$7,750.00	$23,250.00	$765.60	$1,531.20 Bidder's Price: $765.60	$4,593.60 Bidder's Price: $2,296.80	$2,700.00	$5,400.00	$16,200.00	$4,014.31	$8,028.62	$24,085.86	$178.00	$356.00	$1,068.00	$1,500.00	$3,000.00	$9,000.00	$750.00	$1,500.00	$4,500.00	$2,200.00	$4,400.00	$13,200.00	$1,550.00	$3,100.00	$9,300.00	$1,850.00	$3,700.00	$11,100.00	$6,311.00	$12,622.00	$37,866.00	$6,300.00	$12,600.00	$37,800.00	$1,898.75	$3,797.50	$11,392.50
9	Esperanza Acosta Moreno Regional Library 12480 Pebble Hills Blvd, El Paso, TX 79938	Each	2	$2,500.00	$5,000.00	$15,000.00	$4,471.05	$8,942.10	$26,826.30 Bidder's Price: $26, 826.29	$843.69	$1,687.38	$5,062.14	$6,200.00	$12,400.00	$37,200.00	$765.60	$1,531.20 Bidder's Price: $765.60	$4,593.60 Bidder's Price: $2,296.80	$2,700.00	$5,400.00	$16,200.00	$4,906.37	$9,812.74	$29,438.22	$209.94	$419.88	$1,259.64	$2,400.00	$4,800.00	$14,400.00	$1,300.00	$2,600.00	$7,800.00	$2,200.00	$4,400.00	$13,200.00	$1,973.20	$3,946.40	$11,839.20	$1,500.00	$3,000.00	$9,000.00	$6,311.00	$12,622.00	$37,866.00	$6,300.00	$12,600.00	$37,800.00	$3,021.46	$6,042.92 Bidder's Price: $6,042.93	$18,128.76 Bidder's Price: $18,128.78
10	Dorris Van Doren Regional Library 551 Redd Rd, El Paso, TX 79912	Each	2	$2,500.00	$5,000.00	$15,000.00	$4,350.50	$8,701.00	$26,103.00 Bidder's Price: $26,103.02	$821.28	$1,642.56	$4,927.68	$6,000.00	$12,000.00	$36,000.00	$765.60	$1,531.20 Bidder's Price: $765.60	$4,593.60 Bidder's Price: $2,296.80	$2,500.00	$5,000.00	$15,000.00	$4,906.37	$9,812.74	$29,438.22	$208.70	$417.40	$1,252.20	$2,400.00	$4,800.00	$14,400.00	$1,300.00	$2,600.00	$7,800.00	$2,200.00	$4,400.00	$13,200.00	$1,920.00	$3,840.00	$11,520.00	$1,200.00	$2,400.00	$7,200.00	$6,311.00	$12,622.00	$37,866.00	$6,300.00	$12,600.00	$37,800.00	$2,940.00	$5,880.00	$17,640.00
11	Chamizal Express Library 2119 Cypress, El Paso, TX 79905	Each	2	$750.00	$1,500.00	$4,500.00	$427.77	$855.54	$2,566.62 Bidder's Price: $2,566.63	$130.28	$260.56	$781.68	$950.00	$1,900.00	$5,700.00	$765.60	$1,531.20 Bidder's Price:$765.60	$4,593.60 Bidder's Price: $2,296.80	$2,500.00	$5,000.00	$15,000.00	$1,115.08	$2,230.16	$6,690.48	$177.02	$354.04	$1,062.12	$750.00	$1,500.00	$4,500.00	$250.00	$500.00	$1,500.00	$2,200.00	$4,400.00	$13,200.00	$380.70	$761.40	$2,284.20	$2,400.00	$4,800.00	$14,400.00	$6,311.00	$12,622.00	$37,866.00	$6,300.00	$12,600.00	$37,800.00	$466.36	$932.72	$2,798.16 Bidder's Price: $2,798.16
12	Enrique Moreno Library 7380 Alameda, El Paso, TX 79915	Each	2	$750.00	$1,500.00	$4,500.00	$408.78	$817.56	$2,452.68 Bidder's Price: $2,452.69	$124.49	$248.98	$746.94	$910.00	$1,820.00	$5,460.00	$765.60	$1,531.20 Bidder's Prices: $765.60	$4,593.60 Bidder's Price: $2,296.80	$2,500.00	$5,000.00	$15,000.00	$1,115.08	$2,230.16	$6,690.48	$176.86	$353.72	$1,061.16	$750.00	$1,500.00	$4,500.00	$250.00	$500.00	$1,500.00	$2,200.00	$4,400.00	$13,200.00	$363.80	$727.60	$2,182.80	$2,100.00	$4,200.00	$12,600.00	$6,311.00	$12,622.00	$37,866.00	$6,300.00	$12,600.00	$37,800.00	$445.66	$891.32	$2,673.96 Bidder's Price: $2,673.93
13	Main Library 501 Oregon St, El Paso, TX 79901	Each	1	$3,500.00	$3,500.00	$10,500.00	$12,252.11	$12,252.11	$36,756.33 Bidder's Price: $36,756.32	$2,312.93	$2,312.93	$6,938.79	$16,900.00	$16,900.00	$50,700.00	$765.60	$765.60	$2,296.80	$5,500.00	$5,500.00	$16,500.00	$16,726.27	$16,726.27	$50,178.81	$627.91	$627.91	$1,883.73	$4,000.00	$4,000.00	$12,000.00	$3,500.00	$3,500.00	$10,500.00	$1,100.00	$1,100.00	$3,300.00	$4,731.30	$4,731.30	$14,193.90	$3,800.00	$3,800.00	$11,400.00	$6,311.00	$6,311.00	$18,933.00	$6,300.00	$6,300.00	$18,900.00	$8,279.78	$8,279.78	$24,839.34 Bidder's Price: $24,839.33
14	Jose Cisneros Library 1300 Hawkins Blvd, El Paso, TX 79925	Each	1	$1,250.00	$1,250.00	$3,750.00	$1,667.69	$1,667.69	$5,003.07 Bidder's Price: $5,003.08	$314.82	$314.82	$944.46	$2,300.00	$2,300.00	$6,900.00	$382.80	$382.80	$1,148.40	$2,500.00	$2,500.00	$7,500.00	$2,230.17	$2,230.17	$6,690.51	$133.40	$133.40	$400.20	$1,000.00	$1,000.00	$3,000.00	$500.00	$500.00	$1,500.00	$1,100.00	$1,100.00	$3,300.00	$920.00	$920.00	$2,760.00	$1,500.00	$1,500.00	$4,500.00	$6,311.00	$6,311.00	$18,933.00	$6,300.00	$6,300.00	$18,900.00	$1,127.00	$1,127.00	$3,381.00
		Part B Total			$123,750.00				$187,156.20 Bidder's Price: $187, 156.29		$38,186.64			$279,585.00			$48,232.80 Bidder's Price: $27,561.40			$190,500.00			$255,577.38			$13,316.94			$108,450.00			$57,450.00			$135,300.00			$98,623.50			$118,800.00			$435,459.00			$434,700.00			$137,074.62 Bidder's Price: $137,074.56
		Grand Total - Parts A & B			$1,843,218.00				$2,425,043.80 Bidder's Price: $2,425,043.89		$1,524,572.77			$2,170,999.80			$411,636,179.23 Bidder's Price: $ 1,398,836.52			$1,755,215.88			$2,220,929.30			$2,463,121.93			$2,001,396.35			$1,776,918.00 Price: $ 57,450.00			$2,005,221.45			$1,850,254.01 Bidder's Price: $1,850,221.12			$1,473,468.30			$3,261,404.66			$3,078,382.05			$1,943,714.01 Bidder's Price: $1,943,713.96

Option to extend the term of the agreement

The City at its sole discretion, may exercise any option to extend the term of agreement, by giving the contractor written notice within the time period noted on the selected options. The term of this contract shall be based on one of the selections below and under the same terms and conditions. The city manager or designee may extend the options to extend.

Two (2) Additional Years At The Same Unit Price(s)		X			X			X			X			X			X			X			X			X			X			X			X			X			X			X			X		
No Option Offered							X																																										
Amendment's Acknowledged:		Yes			Yes			Yes			Yes			Yes			Yes			Yes			Yes			Yes			Yes			Yes			Yes			Yes			Yes			Yes			Yes		
Hire El Paso First Certified:		Yes																																															

Bids Solicited: 647 Local Bids Solicited: 343 Bids Received: 16 Local Bids Received: 6 No Bid: 4

Note: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

2026-0127 Janitorial Services - Libraries
Viewers List

#	Participant Name	City	State
1	INNOVEI TECHNOLOGIES	EL PASO	TX
2	eagle janitorial services	El Paso	TX
3	One Stop Janitorial Services LLC	La Feria	TX
4	ChemGiant llc	Anthony, TX	TX
5	Ace Government Services LLC	El Paso	TX
6	CCS Facility Services - Texas, Inc.	Houston	TX
7	UBM Enterprise Inc	Dallas	TX
8	Selrico Services, Inc.	San Antonio	TX
9	Kleen-Tech Services, LLC	Denver	CO
10	Team K Cleaning Services LLC	El Paso	TX
11	Stiles General Contractors LLC	El Paso	TX
12	PJS of El Paso, Inc.	El Paso	TX
13	southwest janitorial Service LLC	Garden City	KS
14	SBS Maintenance & Cleaning LLC	Houston	TX
15	Facilities 360	Ann arbor	MI
16	Ambassador Services, LLC	Houston	TX
17	Zeraus Iluminacion	El Paso	TX
18	Du-West Construction, Inc.	Pasadena	TX
19	Complete Supply Inc	Farmers Branch	TX
20	CONSTRUCTION SOLUTION USA LLC	CARROLLTON	TX
21	American Facilities Professionals	Derry	NH
22	Black Bull Construction Group LLC	McAllen	TX
23	Borderland Sparkle	El Paso	TX
24	Construction Reporter	Albuquerque	NM
25	Crystal Clean	El Paso	TX
26	J Carrizal General Constructio	El Paso	TX
27	JR Compass LLC	El Paso	TX
28	Longhorn Distributing (Loren Hodges & Son's Inc.)	El Paso	TX
29	LubeDash LLC	El Paso	TX
30	McCall Cleaners LLC	Donnelly	ID
31	Nine Degrees Architecture + Design, Inc.	El Paso	TX
32	North Division Trucking Inc	El Paso	TX
33	Possible Missions, Inc.	Houston	TX
34	PurePrimeCare Cleaning (F&ED Holdings LLC)	Austin	TX
35	Rolo Construction Services (Rolo Enterprises LLC)	El Paso	TX
36	The PlanIt Room	El Paso	TX
37	TIGUA CONSTRUCTION SERVICES (Tigua Enterprises, Inc.)	El Paso	TX
38	Total Cleaning Services (TCS Total Cleaning Services)	El Paso	TX
39	United Service Associates	San Antonio	TX

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

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

Definitions:

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

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

Contributor / Donor Information:

Full Name	Steven Chapel
Business Name	Ace Government Services, LLC
Agenda Item Type	2026-0127 Janitorial Services - Libraries
Relevant Department	Libraries

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

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

OR

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

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

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

Signature: _____ Date: 02/13/26

RECEIVED
By City Clerk's Office at 5:04 pm, Jun 24, 2026

CITY ATTORNEY'S OFFICE

AWARDEE LITIGATION REVIEW

June 24, 2026

The City Attorney's Office has reviewed whether or not the proposed awardee:

Ace Government Services, LLC

has been involved in prior or active litigation with the City for a period of 10 years from the date of award:

X	No prior litigation has been found.
	Litigation Listing follows:

Caption	Parties	Causes of Action	Status of Case

Reviewed by: Roberto Aguinaga
Assistant City Attorney

File #: 26-0783, **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

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 Mayor to sign a First Amendment to the Interlocal Agreement dated October 14, 2025 by and between the City of El Paso and the El Paso Downtown Management District to amend Article IX of the Agreement by adding Section 9.6 Grant Program Task Orders.

City of El Paso Agenda Summary Form

City Clerk

Submitted On:
Jun 22, 2026, 04:11PM EDT

Department / Council Office	Economic and Human Development
Agenda Date	July 07, 2026
Public Hearing Date	July 07, 2026
Email of User Submitting Form	BrasgallaKX@elpasotexas.gov
Contact Person	Karina Brasgalla 9152120094
2nd Contact Person	
District(s) Affected	District 8
Agenda Item	Discussion and Action on a Resolution authorizing the Mayor to sign a First Amendment to the Interlocal Agreement dated October 14, 2025 by and between the City of El Paso and the El Paso Downtown Management District to amend Article IX of the Agreement by adding Section 9.6 Grant Program Task Orders.
Issue Statement	The proposed item will amend the current (2025) Interlocal Agreement between the City and the Downtown Management District (DMD). The amendment allows the City and DMD to execute special task orders within the Exterior Improvement Grant Program. Other areas of the Interlocal already include Task Order provisions. The Grant Program is funded via Tax Increment Reinvestment Zone #5 and City Council would need to separately approve any additional expenditures.
Background	The City and DMD have had multiple Interlocal Agreements in place since 2011. The current governing Interlocal Agreement was approved by City Council on October 14, 2025. The Exterior Improvement Grant Program allows for eligible projects to receive reimbursement of expenses associated with improvements to building facades, signage, lighting, and sidewalk cafes.
Council Options	1. Approve the Resolution 2. Direct staff to make changes and bring back for Council review
Committee Review and/or Recommendation	N/A
Community and Stakeholder Outreach (if applicable, as an attachment) – please include	The Downtown Management District Board of Directors approved the proposed amendment.
Related City Policies	N/A
Prior Council Action	October 14, 2025 - Approval of Interlocal Agreement

The City Attorney’s Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	N/A
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Karina Brasgalla 9152248185 BrasgallaKX@elpasotexas.gov

RESOLUTION

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

THAT the Mayor is hereby authorized to sign a First Amendment to the Interlocal Agreement dated October 14, 2025 by and between the City of El Paso and the El Paso Downtown Management District to amend Article IX of the Agreement by adding Section 9.6 Grant Program Task Orders.

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
3:36 pm, Jun 25, 2026

STATE OF TEXAS	§	**FIRST AMENDMENT INTERLOCAL AGREEMENT**
	§	
COUNTY OF EL PASO	§	

This **First Amendment to the Interlocal Agreement** ("First Amendment") is entered into this _____ day of _____, 2026 by and between the **City of El Paso, Texas** (the "City"), a home-rule municipal corporation in the State of Texas situated in El Paso County, acting by and through its governing body, the City Council ("City Council"), and the **El Paso Downtown Management District** (the "District"), a municipal management district and political subdivision of the State of Texas organized under Chapter 375 of the Texas Local Government Code and legally created by order of the Texas Natural Resources Conservation Commission on March 10, 1997, acting by and through its Board of Directors ("District Board"). The City and the District are sometimes referred to in this Agreement collectively as *Parties* and individually as *Party.*

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments and political subdivisions, including the City and the District, to contract with each other to perform governmental functions and services; and

WHEREAS, Section 375.092(i) of the Texas Local Government Code expressly authorizes municipal management districts to enter into agreements with other public entities, including municipalities; and

WHEREAS, the Parties entered into that certain Interlocal Agreement approved by City Council on October 14, 2025 (the "Agreement"), for the joint provision of services to preserve, maintain, and enhance the economic health and vitality of the downtown El Paso Area; and

WHEREAS, Article IX of the Agreement establishes the Downtown Grant Program Management provisions administered by the District on behalf of the City; and

WHEREAS, pursuant to Article XXII of the Agreement, the Parties may amend the Agreement by written instrument duly authorized and executed by both Parties; and

WHEREAS, the Parties desire to amend Article IX of the Agreement to authorize the performance of additional grant-program related services on a task order basis in accordance with Article XII of the Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, obligations, and benefits contained in this Agreement, the Parties agree as follows:

1. ARTICLE IX. GRANT PROGRAM MANAGEMENT is amended to include Section 9.6. Grant Program Task Orders and to read as follows:

9.6 Grant Program Task Orders. The City may request additional services related to the Programs through task orders issued in accordance with Article XII of this Agreement. Such services may include but are not limited to supplemental outreach, program administration support, reporting, compliance assistance, project evaluation, design assistance, or other services related to the Programs.

2. Except as amended herein, the Agreement between the City and the District shall remain in full force and effect.

(Signatures begin on the following page)

IN WITNESS WHEREOF, the Parties have executed this Agreement on this _____ day of _____, 2026.

CITY OF EL PASO, TEXAS:

_____
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 and International Development

(Signatures continue on following page)

EL PASO DOWNTOWN MANAGEMENT DISTRICT:

Mark Osborn, President
Board of Directors

ATTEST:

Joe Gudenrath
Executive Director

File #: 26-0796, **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

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 approving Task Order 2026-01, allocating Tax Increment Reinvestment Zone No. 5 ("TIRZ #5") funds in an amount up to $1,000,000 for the purposes of funding the matching grant obligations under the Task Authorization and the La Popular Commercial Façade Improvement Grant, and authorizing the City Manager, or designee, to execute the Task Authorization on behalf of the City including any necessary budget transfers or amendments.

City of El Paso Agenda Summary Form

City Clerk

Submitted On:
Jun 22, 2026, 05:12PM EDT

Department / Council Office	Economic and Human Development
Agenda Date	July 07, 2026
Public Hearing Date	July 07, 2026
Email of User Submitting Form	BrasgallaKX@elpasotexas.gov
Contact Person	Karina Brasgalla 9152120094
2nd Contact Person	
District(s) Affected	District 8
Agenda Item	Discussion and Action on a Resolution approving Task Order 2026-01, allocating Tax Increment Reinvestment Zone No. 5 (“TIRZ #5”) funds in an amount up to $1,000,000 for the purposes of funding the matching grant obligations under the Task Authorization and the La Popular Commercial Façade Improvement Grant, and authorizing the City Manager, or designee, to execute the Task Authorization on behalf of the City including any necessary budget transfers or amendments.
Issue Statement	The proposed Resolution would provide a $1M allocation toward the Exterior Improvement Grants Program administered by the Downtown Management District (DMD). The funding request is in support of the historic rehabilitation and adaptive reuse for La Popular, located at 301 San Antonio. This $50M investment will bring 99 additional housing units to Downtown El Paso, 15% of which will be "moderately affordable". The development includes ground floor retail space and a 65-space parking garage. This is an above and beyond request in consideration of the size of the project investment, importance of new residential uses to the Downtown area, and unique restoration needs. Aside from the increased reimbursement limit, the project will need to comply with all other Grant Program guidelines and requirements.
Background	The Exterior Improvement Grant Program receives funding via TIRZ #5, a non-General Fund source of revenue, and administered by the Downtown Management District (DMD). The Program requires an application, committee review and approval, and verification of expenditures prior to reimbursement. The Grant Program does have an existing fund balance of approximately $300,000 that may be applied to this request if not obligated to other applications.
Council Options	1. Approve the Resolution 2. Direct staff to make changes and return for Council review

Committee Review and/or Recommendation	On April 29, 2026 the TIRZ #5 Board approved the proposed request and funding allocation.
Community and Stakeholder Outreach (if applicable, as an attachment) – please include	N/A
Related City Policies	TIRZ #5 Project and Financing Plan DMD Interlocal Agreement
Prior Council Action	November 14, 2024 - City Council approval of a Chapter 380 Program Agreement with La Popular, LLC
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	up to $1,000,000 via TIRZ #5 Fund
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Karina Brasgalla 9152248185 BrasgallaKX@elpasotexas.gov

RESOLUTION

WHEREAS, the City of El Paso (the "City") and the El Paso Downtown Management District (the "DMD") are parties to that certain Interlocal Agreement, as amended, executed on October 14, 2025 (the "Interlocal Agreement"), which provides a framework for cooperative implementation of downtown improvement projects and programs; and

WHEREAS, pursuant to the Interlocal Agreement, the parties may execute task authorizations to define specific projects, services, compensation, and responsibilities for projects of mutual benefit to the City and the DMD; and

WHEREAS, the City and the DMD desire to enter into Task Authorization No. 2026-01 (the "Task Authorization") to facilitate the approval and implementation of a Commercial Façade Improvement Grant for property located at 301 E. San Antonio Avenue, El Paso, Texas 79901 (the "Project"); and

WHEREAS, the Project involves a matching grant program under which the City will allocate and authorize the approval and implementation of grant funds of up to $1,000,000 from Tax Increment Reinvestment Zone No. 5 ("TIRZ #5") to support commercial façade improvements to the property commonly known as La Popular; and

WHEREAS, the DMD will manage the application, approval, implementation, and reporting processes for the Project in accordance with existing grant programs already administered by the DMD in partnership with the City; and

WHEREAS, the DMD will work with the property owner to facilitate the application, approval, and implementation processes consistent with existing grant programs, and the City will transfer sufficient TIRZ #5 funding to the DMD to meet the grant obligation; and

WHEREAS, the Task Authorization provides that the DMD will not collect an administrative fee for managing the Project, and all transferred funds will be used to meet the grant obligation; and

WHERES, the TIRZ #5 Board recommended approval of the funding request on April 29, 2026.

WHEREAS, the City Council finds that approval of the Task Authorization and the allocation of TIRZ #5 funds for the Project serves the public interest by promoting economic development, enhancing the downtown business district, preserving historic commercial structures, and advancing the goals and objectives of TIRZ #5; and

WHEREAS, the City Council has determined that it is in the best interest of the City and its residents to approve and authorize the execution of the Task Authorization and the allocation and transfer of TIRZ #5 funds as set forth herein.

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

THAT the City Council hereby approves Task Authorization No. 2026-01 between the City of El Paso ("City") and the El Paso Downtown Management District ("DMD"), attached hereto as Exhibit A and incorporated herein by reference for all purposes and further approves and authorizes the implementation of the La Popular Commercial Façade Improvement Grant for property located at 301 E. San Antonio Avenue, El Paso, Texas 79901 ("Project), pursuant to Task Authorization No. 2026-01.

THAT the City Council hereby authorizes the allocation of Tax Increment Reinvestment Zone No. 5 ("TIRZ #5") funds in an amount up to $1,000,000 for the purposes of funding the matching grant obligations under the Task Authorization and the La Popular Commercial Façade Improvement Grant.

THAT the City Manager, or designee, is hereby authorized to transfer TIRZ #5 funds to the DMD in an amount sufficient to meet the grant obligation at the time the grant is approved by the DMD, in accordance with the terms of the Task Authorization.

THAT the City Council acknowledges that the DMD will not collect an administrative fee for managing the Project and that all transferred funds will be used solely to meet the grant obligation.

THAT the City Manager, or designee, is hereby authorized to execute the Task Authorization on behalf of the City, including any necessary modifications that do not materially alter the terms or increase the financial obligations of the City, and to execute, acknowledge, and deliver any and all documents, certificates, agreements, amendments, and instruments, and to take any and all actions as may be necessary or advisable to effectuate the purposes of this Resolution and the Task Authorization.

(Signatures Begin on the Following Page)

APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura Prine
City Clerk

APPROVED AS TO FORM:

_____
Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Karina Brasgalla, Director
Economic and International Development

El Paso Downtown Management District/City of El Paso
Task Authorization Form

This Task Authorization No. 2026-1_ ("TA No._2026-01") dated _____is hereby issued pursuant to that certain Interlocal Agreement between the City of El Paso and the El Paso Downtown Management District, effective as of October 1, 2020.

Project Title: __La Popular Commercial Façade Improvement Grant_____

Project Location: __301 E. San Antonio Avenue, El Paso, TX 79901_____

Description of Services: _The City will allocate necessary TIRZ #5 Funding and authorize the approval and implementation of a Commercial Façade Improvement Grant for up to $1,000,000 in matching grant funds associated with the identified project. The DMD will manage the application, approval, implementation and reporting processes in line with existing programs.

Scope of Work: _DMD will work with the property owner to facilitate the application, approval, implementation processes consistent with existing grant programs already managed by the DMD in partnership with the City of El Paso. The City of El Paso will transfer sufficient TIRZ #5 funding to the DMD to meet the grant obligation._____

Estimated Start Date: _____

Estimated End Date: _____

Designated City Employee(s):

__Karina Brasgalla_____
__Mirella Tamayo_____
__Providencia Velazquez_____

Total Compensation: _Up To $1,000,000_____

Description / Rate of Compensation: ___The City will transfer the funding necessary to meet the grant obligation at the time the grant is approved. All funds will be used to meet the obligation. The DMD will not collect an administrative fee._____

_____ _____
City Representative Date DMD Executive Director Date

File #: 26-0792, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Discussion and action on the results of the El Paso International Airport - Accounts Payable Follow-Up Audit A2026-03.

City of El Paso Agenda Summary Form

City Clerk

Submitted On:
Jun 22, 2026, 07:04PM EDT

Department / Council Office	Internal Audit
Agenda Date	July 07, 2026
Public Hearing Date	
Email of User Submitting Form	carrillosj1@elpasotexas.gov
Contact Person	Adrian Serrano (915) 212-1365
2nd Contact Person	Miguel Montiel (915) 212-1367
District(s) Affected	All Districts
Agenda Item	Discussion and Action on the results of the El Paso International Airport - Accounts Payable Follow-Up Audit A2026-03.
Issue Statement	City Council is asked to accept the results of the El Paso Internal Airport - Accounts Payable Follow-Up Audit. Acceptance of the results will allow the Internal Audit Department to finalize the report and make it available to the public via the Internal Audit website.
Background	The timeframe for this audit was Fiscal Year 2026. The objectives of this audit were to ensure that corrective action was taken to address the recommendations detailed in the original audit report titled El Paso International Airport - Accounts Payable Audit dated March 18, 2025. The original audit contained three (3) findings. The results of the Follow-Up Audit indicated that all 3 Findings were considered "Implemented." El Paso International Airport implemented the recommendations by: -Updating the Accounts Payable Standard Operating Procedure. -Verifying goods/services are received before invoice approval. -Ensuring invoices are paid timely within 30 days of the later of receipt of invoice or goods/services. -Preventing duplicate payments.
Council Options	1. Accept the results of the Audit. 2. Not accept the results of the audit and provider further guidance.
Committee Review and/or Recommendation	This item was accepted by the Financial Oversight and Audit Committee (FOAC) on June 18, 2026.
Community and Stakeholder Outreach (if applicable, as an attachment) – please include	N/A
Related City Policies	N/A

Prior Council Action	City Council has accepted audit reports previously accepted by the FOAC.
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	N/A
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Adrian Serrano (915) 212-1365 SerranoAA@elpasotexas.gov

El Paso International Airport – Accounts Payable Follow-Up Audit

No. A2026-03

DRAFT

Issued by the
Internal Audit Department
May 18, 2026

City of El Paso
Internal Audit Department
El Paso International Airport – Accounts Payable
Follow-Up Audit A2026-03

EXECUTIVE SUMMARY

The Internal Audit Department conducted a Follow-Up Audit of El Paso International Airport Audit Report dated March 18, 2025. The original Audit Report contained three (3) findings. Upon completion of the audit fieldwork, we have determined the status of the recommendation for each audit finding as outlined in the table below:

Finding No.	Description of Original Findings	Status
1	The El Paso International Airport (EPIA) *Accounts Payable Procedure - Purchases* manual was last updated on November 6, 2008.	Implemented
2	Fifty-two (52) invoices totaling $744.92 in uniform rental charges for an ex-employee were authorized for payment between November 13, 2023 and November 7, 2024. The individual left employment in November 2023.	Implemented
3	For the period of September 1, 2023 to August 31, 2024: • Eleven (11) out of 30 (36.67%) invoices reviewed were not paid within 30 days of receiving the invoice or goods/services. • Five (5) out of 3,054 (0.16%) invoices were identified as having been paid twice for the same goods/services.	Implemented

For a detailed explanation of the findings and current observations please refer to the appropriate finding contained in the body of this Audit Report.

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BACKGROUND

The *Generally Accepted Government Auditing Standards* (Standard 8.30) states that auditors should evaluate whether the audited entity has taken appropriate corrective action to address findings and recommendations from previous engagements. The *Global Internal Audit Standards* (Standard 15.2) require that the Chief Audit Executive establish a follow-up process to monitor and ensure that management actions have been effectively implemented or that senior management has accepted the risk of not taking action.

El Paso International Airport (EPIA) serves as the regional transportation gateway connecting Texas, New Mexico, and Mexico. Offering over 50 daily flights and nonstop services to 16 airports, including several of the nation's largest air hubs. EPIA's mission is provide customers with a safe, secure and efficient airport, operating in an environmentally conscious and self-sustaining manner. The Airport Operating Fund is an enterprise fund with a total budget of $74.5 million. This fund accounts for all airport activities and services. For the month of March 2026, EPIA paid 237 invoices, totaling $942,961.61.

AUDIT OBJECTIVES

The audit objective was to ensure that the corrective action was taken by management to address the recommendations detailed in the *El Paso International Airport – Accounts Payable Audit Report* dated March 18, 2025.

AUDIT SCOPE AND METHODOLOGY

The scope for this audit covered Fiscal Year 2026. To achieve our audit objectives, we:

- Conducted interviews with EPIA management and staff to obtain an understanding of their Accounts Payable processes.
- Reviewed EPIA's Accounts Payable Standard Operating Procedure effective January 6, 2026.
- Analyzed a sample of 27 invoices paid by EPIA during the month of March 2026 to identify if:
  - EPIA has a process in place to ensure all goods and services were received prior to approving invoices for payment.
  - EPIA has stopped renting uniforms for employees.
  - Invoices were paid within 30 days of receiving the invoice or goods/services.
  - Invoices have not been paid twice for the same goods/services.

We conducted this audit in accordance with *Generally Accepted Government Auditing Standards* and the *Global Internal Audit Standards*. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

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ORIGINAL FINDINGS, CRITERIA, ORIGINAL RECOMMENDATIONS, MANAGEMENT'S RESPONSES TO ORIGINAL FINDINGS, CURRENT OBSERVATION AND STATUS

Based on the follow-up audit results, each original finding recommendation will be designated with one of the following four status categories:

Implemented	The finding has been addressed by implementing the original corrective action or an alternative corrective action.
In Progress	The corrective action has been initiated but is not complete.
Not Applicable	The recommendation is no longer applicable due to changes in procedures or changes in technology.
Not Implemented	The recommendation was ignored, there were changes in staffing levels, or management has decided to assume the risk.

Original Finding 1 (Report dated March 18, 2025)

El Paso International Airport Accounts Payable Procedures

Our review of the El Paso International Airport (EPIA) *Accounts Payable Procedure - Purchases* (*AP Procedure*) identified that:

- The EPIA's *AP Procedure* was last updated on November 6, 2008.
- A fuel card is no longer utilized, a FOB System is now in place.
- A listing of personnel designated to authorize invoices for payment is not maintained.
- The *AP Procedure* references job titles no longer in use.

Standard/Criteria

City of El Paso Strategic Plan:

- *Goal 6.12 Maintain systems integrity, compliance and business continuity.*

A strong system of internal controls requires that Policies and Procedures be developed that document routine or repetitive activity followed by an organization. The development and use of Policies and Procedures are an integral part of a successful quality system as it provides individuals with the information and guidance to perform a job properly.

Original Recommendation

El Paso International Airport (EPIA) should update their *Accounts Payable Procedure* to:

- Align with current practices that are unique to its Accounts Payable activities.
- Eliminate programs and procedures that are no longer in place.
- Maintain a listing of personnel designated to authorize invoices for payment.
- Refer to job titles currently reflected on EPIA's staffing tables.

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Management's Response to Original Finding

El Paso International Airport will review and update its internal Accounts Payable policy and procedures to align with the City of El Paso Accounts Payable policy. We will incorporate the recommendations provided by the Internal Audit Department and will execute and implement the updated procedures within 9 months.

Responsible Party

Annette Ditty, Administrative Services Manager

Implementation Date

January 22, 2026

Current Observation

The El Paso International Airport has updated their *Accounts Payable Standard Operating Procedure* to include:

- Procedures that align with current practices that are unique to its Accounts Payable activities.
- Eliminating procedures that are no longer in place for fuel purchases.

The *Accounts Payable Standard Operating Procedure* was not updated to include:

- Maintaining a listing of personnel designated to authorize invoices for payment.
  - EPIA implemented an alternative procedure in which each Airport division submits a Signature Authorization Form identifying individuals authorized to approve invoices. The form is updated every Fiscal Year. This approach is considered sufficient.
- Referencing job titles reflected on EPIA's staffing tables.
  - EPIA references divisions instead of specific job titles in the procedures. Doing so minimizes the need for updates, as division names remain more stable than individual job titles. This approach is considered sufficient.

Status

Implemented

DRAFT

Original Finding 2 (Report dated March 18, 2025)

Authorization of Invoices for Payment

During the period of November 13, 2023 to November 7, 2024, El Paso International Airport paid 52 invoices for uniform rental charges totaling $744.92 for a former employee. The individual left employment with the City in November 2023.

Standard/Criteria

City of El Paso Strategic Plan:

- *Goal 6.12 Maintain systems integrity, compliance and business continuity.*

City of El Paso Accounts Payable Policy dated June 2024:

- *Section 4.0, bullet 3: Departments are responsible for processing vouchers accurately and in a timely manner with approval by the appropriate supervisory personnel*.
- Section 5.0, bullet 8: …*The approval to pay on the invoice means the department has received the good and/or services*…

Original Recommendation

El Paso International Airport staff must ensure that all goods/services have been received before approving invoices for payment.

Management's Response to Original Finding

El Paso International Airport will implement an annual requirement for division managers to submit a list of authorized invoice approvers for each division by April 18, 2025. The list will be reviewed and updated annually with the start of each fiscal year, or as needed.

Additionally, we are in the process of phasing out the use of uniform rentals and transitioning to a uniform purchase for employees to improve cost efficiency and prevent billing issues.

Responsible Party

Annette Ditty, Administrative Services Manager

Implementation Date

Distribute form by April 18, 2025
Phase out vendor by August 31, 2025

DRAFT

Current Observation

For the month of March 2026, EPIA paid 237 invoices totaling $942,961.61. A sample of 27 invoices were selected for review (11.39% sample). Our review identified the following:

- 27 out of 27 invoices (100%) were properly reviewed to ensure that goods/services were received prior to approving invoices for payment.

EPIA's current process is to purchase uniforms for employees instead of renting. EPIA is working with the City Attorney's Office and Purchasing Department to terminate the contract for uniform rentals.

Status

Implemented

DRAFT

Original Finding 3 (Report dated March 18, 2025)

Payment of Invoices

A sample of 30 invoices processed by El Paso International Airport during the period of September 1, 2023 to August 31, 2024 was reviewed for compliance with the *City of El Paso Accounts Payable Policy*. Our review identified that:

- Eleven invoices, for 11 individual vendors, were not paid within 30 calendar days of receiving the invoice. The 11 invoices were paid between 31 and 49 calendar days of receiving the invoice.

#	Voucher #	Invoice #	Invoice Amount	Invoice Date (Received Date)	Payment Date	# of Calendar Days Payment was made after Invoice Date
1	24039228	9952459627	$ 329.14	January 8, 2024	February 8, 2024	31
2	24095006	2880153492	$ 52.38	July 5, 2024	August 6, 2024	32
3	24063472	2868-179249	$ 21.12	March 25, 2024	April 29, 2024	35
4	24048534	349643997001	$ 137.99	January 24, 2024	February 29, 2024	36
5	24072211	928160089	$ 120.94	April 16, 2024	May 23, 2024	37
6	25005116	08202024	$ 2,100.00	August 20, 2024	September 26, 2024	37
7	24040415	7586705	$ 58.47	January 22, 2024	March 4, 2024	42
8	24076434	CI_104702	$ 108.50	April 29, 2024	June 11, 2024	43
9	24040547	2686-2	$ 228.65	January 19, 2024	March 4, 2024	45
10	24087055	32516	$ 380.00	May 31, 2024	July 16, 2024	46
11	24101947	6330-412753	$ 54.33	July 16, 2024	September 3, 2024	49

Out of a population of 3,054 invoices processed during the period of September 1, 2023 to August 31, 2024, five (5) were paid twice for the same goods/services. Our review of the double payments identified that:

- One (1) of five (5) was paid twice and a refund of $147.50 ***has not*** been received (invoice #1).
- Four (4) of five (5) were paid twice and refunds totaling $1,586.68 were received (invoices #2-5).

Double Payments				
#	Voucher #	Invoice #	Invoice Amount	Refund Date
1	24040396	163391	$ 147.50	***Pending***
2	24053225	022724104682	$ 315.00	April 4, 2024
3	24050375	T73487	$ 61.31	March 19, 2024
4	24050369	T73488	$ 54.00	March 19, 2024
5	24053308	T74462	$ 1,156.37	April 1, 2024

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Standard/Criteria

City of El Paso Strategic Plan:

- *Goal 6.6 Ensure continued financial stability and accountability through sound financial management, budgeting and reporting.*
- *Goal 6.12 Maintain systems integrity, compliance and business continuity.*

City of El Paso Accounts Payable Policy dated June 2024:

- *Section 5.0, bullet 1, As per the Prompt Payment Act, invoices are to be paid before the 30th day after the latest of:*
  1. *the date the governmental entity receives the goods under the contract,*
  2. *the date the performance of the service under the contract is completed, or*
  3. *the date the governmental entity receives an invoice for the goods or service.*

Original Recommendation

El Paso International Airport staff should ensure invoices are:

- Paid within 30 days of receiving the invoice or receiving the goods/services.
- Not paid twice for the same goods or services.

Management's Response to Original Finding

As of March 1, 2025, Airport Accounting began using Monday.com to upload and track invoices between Airport divisions. This system will aid in processing invoices for payment within 30 days.

Additionally, we will create an internal procedure for verifying vendor information to avoid duplicate payments prior to disbursement.

Lastly, we will provide retraining for both accounting and user division staff to ensure adherence to the new processes.

Responsible Party

Annette Ditty, Administrative Services Manager

Implementation Date

Mandatory Airport Financial Training June 2025
New Airport Accounts Payable Policy and Procedure training February 2026

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Current Observation

For the month of March 2026, EPIA paid 237 invoices totaling $942,961.61. An analysis was performed to identify potential duplicate payments, and no duplicates were found. Additionally, a sample of 27 invoices paid by EPIA during March 2026 were selected for detailed review, with the following results:

- 26 out of 27 invoices (96.30%) were paid within 30 days of receiving the invoice or goods/services.
    - One (1) invoice was paid 35 days from the receipt of the invoice.

Invoice #	Invoice Amount	Date Invoice Received	Payment Date	# of Calendar Days Payment Was Made After Date Invoice Received
172629	$ 140.76	2/3/26	3/10/26	35

Additional Observation

It was also noted that 12 of the 27 invoices reviewed (44.44%) did not reflect the correct receipt date in PeopleSoft Financials. This discrepancy occurred because EPIA recorded the date the invoice was uploaded into Monday.com rather than the date the invoice was actually received. The Internal Audit Department notified EPIA's Business and Finance Assistant Director and Administrative Services Manager regarding the proper use of the "Invoice Receipt Date" field. EPIA acknowledged the issue and will communicate the correct process to staff.

Status

Implemented

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INHERENT LIMITATIONS

Because of the inherent limitations of internal controls, errors or irregularities may occur and not be detected. Also, projections of any evaluation of the internal control structure to future periods beyond the Audit Report date are subject to the risk that procedures may become inadequate due to changes in conditions, management override of internal controls, or that the degree of compliance with the procedures may deteriorate. This was a limited scope audit which only reviewed the areas stated in the Audit Objectives during the Audit Scope period. No representations of assurance are made to other areas or periods not covered by this audit.

CONCLUSION

We have concluded our audit work on the objectives of the El Paso International Airport – Accounts Payable Follow-Up Audit. The audit evidence used in the analysis is sufficient and appropriate for addressing the objectives and supporting the observations and conclusion. In accordance with *Generally Accepted Government Auditing Standards*, we are required to conclude on whether El Paso International Airport met the objectives of this Follow-Up Audit. Based on our audit work, we have determined that:

1. El Paso International Airport substantially **met** the audit objectives in the following areas:
    - Updating the *Accounts Payable Standard Operating Procedure* to include the following:
        - Ensuring procedures align with Accounts Payable activities.
        - Eliminating programs and procedures no longer in place.
        - Implementing a procedure requiring each Airport Division to submit an annual Signature Authorization Form identifying personnel authorized to approve invoices.
        - Referencing Divisions and eliminating references to specific job titles.
    - Ensuring that all goods/services have been received before approving invoices for payment.
    - Ensuring invoices are paid within 30 days of receiving the invoice or goods/services.
    - Ensuring invoices are not paid twice for the same goods or services.

We wish to thank El Paso International Airport management and staff for their assistance and courtesies extended during the completion of this Follow-Up Audit.

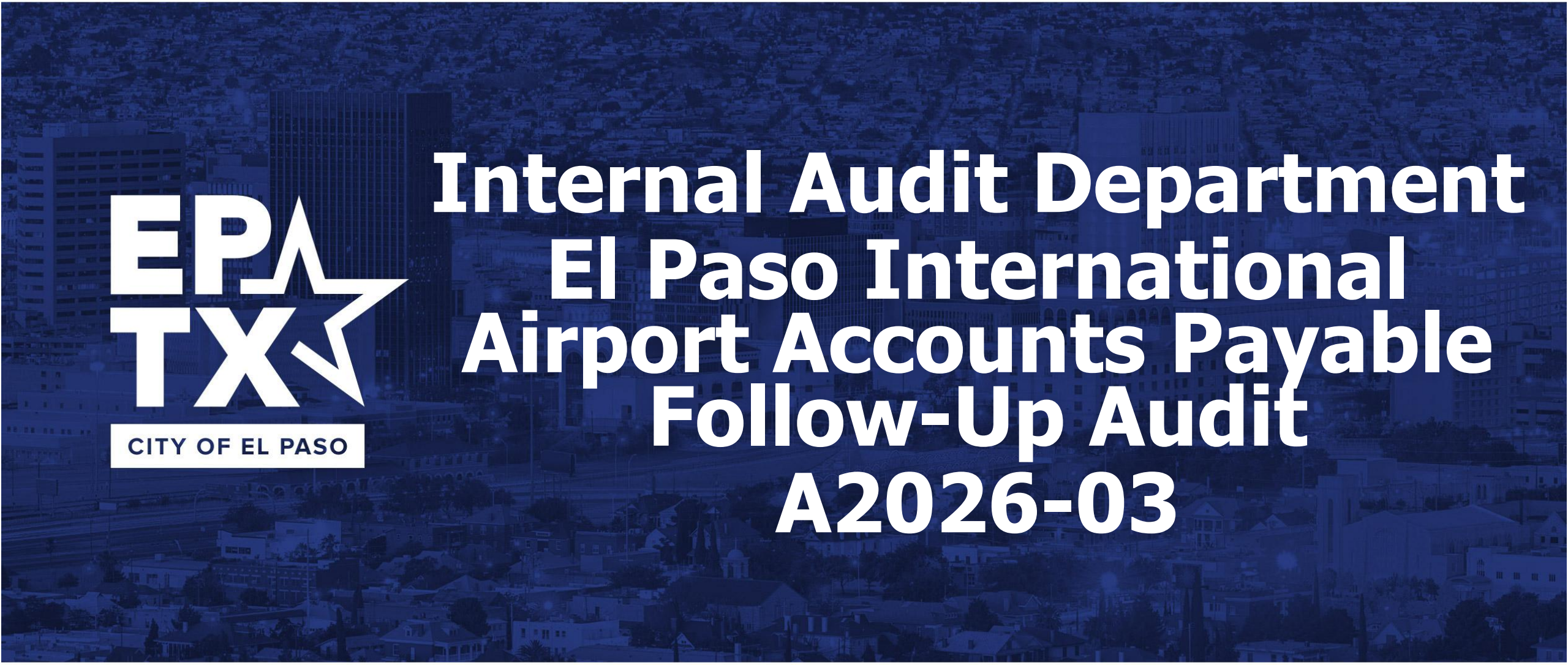
Adrian Serrano, CPA
Chief Internal Auditor

Christian Castro, CIA, MAcc
Auditor II

Miguel A. Montiel, CIA, CGAP
Audit Manager

Distribution:
Financial Oversight and Audit Committee
Dionne Mack, City Manager
Yvette Hernandez, Deputy City Manager/ City Engineer
Deborah Olivas, Aviation Business & Finance Assistant Director
Margarita Marin, Deputy Chief Financial Officer/ Comptroller

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Internal Audit Department
El Paso International Airport Accounts Payable Follow-Up Audit
A2026-03

Objective

To determine whether Aviation Department management implemented corrective actions for the three findings identified in the March 18, 2025 El Paso International Airport – Accounts Payable Audit Report.

*The original audit report is posted on the City of El Paso's Internal Audit webpage.

Scope & Methodology

The Follow-Up audit focused on the three findings from the March 18, 2025 report. Work performed included:

- Interviews with EPIA management and staff regarding Accounts Payable processes.
- Review of the *Accounts Payable Standard Operating Procedure* effective January 6, 2026. (Formally known as *Accounts Payable Procedure – Purchases*)
- Review of 27 invoices paid in March 2026.

Finding 1
Original Finding
Report dated March 18, 2025

Our review of the *Accounts Payable Procedure - Purchases* (the *AP Procedure*) identified:

- It was last updated on November 6, 2008.
- An FOB system has since replaced the fuel card process.
- List of personnel authorized to approve invoices is not maintained.
- References to obsolete job titles.

Finding 1
Current Observations

The *Accounts Payable Standard Operating Procedure* (SOP) was updated to:

- Align procedures with current practices.
- Remove outdated fuel-related procedures.

The SOP does not include:

- A list of personnel authorized to approve invoices, however each division now submits a Signature Authorization Form identifying authorized approvers.
- Updated job titles. Instead the SOP references division names as they remain more stable and reduces the need for constant updates.

Status: Implemented

Finding 2

Original Finding (Report dated March 18, 2025)

Between November 13, 2023 to November 7, 2024, EPIA paid 52 uniform rental invoices totaling $744.92 for a former employee who left City employment in November 2023.

Current Observations

For the month of March 2026, EPIA paid 237 invoices totaling $942,961.61. A sample of 27 invoices were selected for review (11.39% sample). Our review identified that all 27 invoices (100%) were properly reviewed to ensure that goods/services were received prior to granting approval/payment.

Status: Implemented

Finding 3
Original Finding
Report dated March 18, 2025

- Our review of 30 invoices processed between 9/1/23 and 8/31/24 identified that eleven (11) invoices were paid late.
- Out of a population of 3,054 invoices processed between September 1, 2023 to August 31, 2024, five (5) were paid twice for the same goods/services.

Finding 3
Current Observations

For the month of March 2026, EPIA paid 237 invoices totaling $942,961.61. An analysis was performed to identify potential duplicate payments; **no duplicate payments were identified or paid**.

A sample of 27 invoices were selected for review with the following results:

- 26 out of 27 invoices (96.30%) were paid within 30 days of receiving the invoice or goods/services.
  - One (1) invoice was paid 35 days from the receipt of the invoice.

Status: Implemented

Finding 3
Current Observations

Additional Observations

- 12 of the 27 invoices (44.44%) reviewed did not reflect the correct receipt date in PeopleSoft.
- Staff Entered the Monday.com upload date instead of the actual invoices receipt date.
- Internal Audit notified EPIA's management. EPIA acknowledged the issue and will communicate the correct process to staff.

Conclusion

EPIA substantially **met** the audit objectives by:

- Updating the *Accounts Payable Standard Operating Procedure.*
- Verifying goods/services are received before invoice approval.
- Ensuring invoices are paid timely within 30 days of the later of receipt of invoice or goods/services.
- Preventing duplicate payments.

Requested Action

To accept the results of the *El Paso International Airport Accounts Payable Follow-Up Audit A2026-03*.

File #: 26-0791, **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

AGENDA LANGUAGE:

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

Discussion, consideration, and action to approve a Resolution pursuant to Texas Government Code, Section 2206.053, authorizing the use of eminent domain to condemn the property described below, comprised of 3.095 acres, and owned by Transmountain 54, LLC, in order to acquire the property in fee simple for use in the Resler Drive extension project, which is part of the 2022 Community Progress Bond: A portion of Tract 1-A, Nellie D Mundy Survey 243, Abstract 10037, City of El Paso, El Paso County, Texas.

City of El Paso Agenda Summary Form

City Clerk

Submitted On: Jun 16, 2026, 05:47PM EDT

Department / Council Office	Capital Improvement Department
Agenda Date	July 07, 2026
Public Hearing Date	July 07, 2026
Email of User Submitting Form	RodriguezJ2@elpasotexas.gov
Contact Person	Joaquin Rodriguez 212-0065
2nd Contact Person	
District(s) Affected	District 1
Agenda Item	Discussion, consideration, and action to approve a Resolution pursuant to Tex. Gov't Code, Sec. 2206.053, authorizing the use of eminent domain to condemn the property described below, comprised of 3.095 acres, and owned by Transmountain 54, LLC, in order to acquire the property in fee simple for use in the Resler Drive extension project, which is part of the 2022 Community Progress Bond: A portion of Tract 1-A, Nellie D Mundy Survey 243, Abstract 10037, City of El Paso, El Paso County, Texas.
Issue Statement	City staff is seeking authority to move forward with the eminent domain process related to a parcel of land necessary to complete the extension of Resler Drive. Staff has been able to come to an agreement with the property owner on terms surrounding the acquisition of the subject parcel.
Background	This item authorizes the use of eminent domain, if necessary, to acquire right-of-way needed for the Resler Drive Extension Project. The project is part of the 2022 Community Progress Bond and will extend Resler Drive from Loop 375/Transmountain Road to Dewberry Drive. The extension is a public roadway project intended to improve network connectivity, mobility, and access in the northwest portion of the City. The parcel needed for acquisition is a portion of Tract 1-A, Nellie D. Mundy Survey 243, Abstract 10037, located in the City of El Paso, El Paso County, Texas. The required acquisition consists of approximately 3.905 acres, or 170,095 square feet, for proposed Resler Drive right-of-way. The attached survey and metes-and-bounds description identify the acquisition as a 170-foot-wide right-of-way needed for the Resler Drive Extension. The City has attempted to acquire the property necessary for the project but has been unable to reach an agreement with the property owner. Approval of the resolution would authorize the City to use the power of eminent domain and initiate condemnation proceedings to acquire the property in fee simple. The resolution also includes the required finding that the acquisition is necessary for the public project and that the extension of Resler Drive is a public use under Texas Local Government Code § 251.001(a)(1).
Council Options	1. Approve the resolution 2. Take no action
Committee Review and/or Recommendation	N/A
Community and Stakeholder Outreach (if applicable, as an attachment) – please include	N/A
Related City Policies	N/A
Prior Council Action	N/A
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	N/A
Enter the elected official's name followed by the amount donated.	n/a
For More Information	

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO DETERMINING A PUBLIC NEED AND NECESSITY FOR THE ACQUISITION OF CERTAIN REAL PROPERTY AND AUTHORIZING THE CITY TO EXERCISE ITS EMINENT DOMAIN AUTHORITY AND INITIATION OF A CONDEMNATION JUDICIAL PROCEEDING

WHEREAS, as part of the voter-approved 2022 Community Progress Bond, the City of El Paso ("City") has undertaken a public roadway transportation project to extend Resler Drive from Loop 375 (Transmountain Road) to Dewberry Drive ("Project"); and

WHEREAS, the City must acquire certain properties in order to complete the Project; and

WHEREAS, pursuant to Tex. Local Gov't Code §251.001, when the governing body of a municipality considers it necessary, the municipality may exercise the right of eminent domain for a public use to acquire public or private property for certain municipal public uses; and

WHEREAS, the City is authorized under state law to acquire fee simple title to real property for the municipal public use and purpose of extending any street, roadway, or related to a transportation project for public roads or highways pursuant to Tex. Loc. Gov't Code §251.001(a), §273.001(c)(10), and Tex. Gov't Code §2206.001(c)(1); and

WHEREAS, the City is authorized to exercise its eminent domain authority by following the process outlined under Tex. Property Code Ch. 21, and all other applicable state laws governing the acquisition of private real property by governmental entities in Texas, and to offer a property owner just compensation based on an appraisal prepared by a state-certified general appraiser; and

WHEREAS, the City has been unable to reach an agreement for the purchase of one of the properties that is necessary for the Project; and

WHEREAS, the property that is necessary for the Project is described as follows:

> A portion of Tract 1-A, Nellie D Mundy Survey 243, Abstract 10037, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds in Exhibit "A", attached hereto and made a part hereof for all purposes (the "Property"); and

WHEREAS, the Property's owner Transmountain 54 LLC, has rejected the City's offer and refused to sell its interest in and to the subject Property to the City for the appraised fair market value; and

WHEREAS, staff requests, pursuant to the Texas Truth in Condemnation Act, Tex. Gov't Code §2206.053, that the City Council of El Paso authorize the use of the power of eminent domain and authority to initiate a condemnation proceeding to acquire the Property described above.

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

That the City Council of El Paso findsit is necessary for the public safety, health, and welfare of the City's residents to acquire by eminent domain the Property described below:

> A portion of Tract 1-A, Nellie D Mundy Survey 243, Abstract 10037, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds in Exhibit "A", attached hereto and made a part hereof for all purposes.

That the Project to extend Resler Drive is a public use under Tex. Loc. Gov't Code §251.001 (a) (1), §273.001(c)(10), and Tex. Gov't Code §2206.001(c)(1);

That City staff, in consultation with the City Attorney's Office, has on behalf of the City attempted to negotiate, settle, and agree on just compensation to be paid to the owners of the Property, and has made official, written, bona fide offers to the owners for the fair market value of said Property.

That the City Attorney, or her authorized agents, are authorized to initiate against the owners judicial proceedings by filing a condemnation petition under Tex. Property Code §21.012, using the City's statutory power of eminent domain to acquire the Property, in order to allow the City to complete the Project, and to perform and undertake all other proceedings necessary to complete the acquisition of the Property, and to take all steps necessary, including the execution of any required documents in order to effectuate this authority.

That the City Council hereby authorizes the use of the power of eminent domain and the initiation of condemnation proceedings to acquire the Property described herein and in Exhibit "A" for the Project to extend Resler Drive from Loop 375 (Transmountain Road) to Dewberry Drive.

That the City provided written notice of the date, hour, place, and subject of the meeting at which this Resolution was discussed, considered, and approved, was posted and that such meeting was open to the public as required by the Texas Open Meetings Act, Tex. Gov't Code Ch. 551.

That pursuant to Tex. Gov't Code §2206.053(a), (e), the notice of the public meeting included the consideration of the use of eminent domain to condemn property as an agenda item. Further, the motion to approve this resolution by a record vote authorizing the initiation of condemnation proceedings was made in a form substantially similar to the form provided in Tex. Gov't Code §2206.053(e).

(*Signature(s) on following page*)

APPROVED this _____ day of July, 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:

_____
Joaquin Rodriguez, AICP
CID Grant Funded Programs Director

EXHIBIT "A"

GRV Integrated
Engineering Solutions LLC

11385 James Watt, Suite B-13
El Paso, Texas 79936
915-351-6701 Office
915-595-2905 Fax
grvies@gmail.com
www.integratedengineeringsolutions.com

TBPELS Firm #15313, #10194278

METES AND BOUNDS DESCRIPTION

RESLER DRIVE EXTENSION 170' WIDE RIGHT-OF-WAY ACQUISITION BEING
A PORTION OF TRACT 1-A, NELLIE D MUNDY SURVEY 243,
ABSTRACT 10037, CITY OF EL PASO, EL PASO COUNTY, TEXAS
3.905 ACRES (170,095 SQUARE FEET)

A PORTION OF LAND CONTAINING 3.9048 ACRES, MORE OR LESS, LOCATED IN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: **COMMENCING** AT A CITY MONUMENT LOCATED AT A CUL-DE-SAC CENTERLINE OF DEWBERRY DRIVE (ROW VARIES) OPPOSITE LOT 8, BLOCK 13, AS DEPICTED IN THE DESERT SPRINGS UNIT TWO PLAT MAP, DOCUMENT #20130014908 OF THE EL PASO COUNTY PUBLIC RECORDS; **THENCE,** TRAVELING ON THE MENTIONED DEWBERRY DRIVE CENTERLINE (ROW VARIES) N84°06'41"W FOR A DISTANCE OF 659.75' TO A POINT; **THENCE,** CONTINUE TRAVELING ON THE MENTIONED DEWBERRY DRIVE CENTERLINE (ROW VARIES) ALONG A CURVE OF 38.00', WITH A RADIUS OF 375.66', A DELTA ANGLE OF 5°47'44", FOR A CHORD DISTANCE OF 37.98', ON A BEARING OF N87°00'33"W TO A POINT NEAR AN EXISTING CITY MONUMENT THAT IS OFFSET 4' NORTH AND 4' EAST FROM THE CENTERLINE INTERSECTION OF RESLER DRIVE (120.00' ROW) AND DEWBERRY DRIVE (ROW VARIES); **THENCE,** CONTINUE TRAVELING ON THE MENTIONED DEWBERRY DRIVE CENTERLINE (ROW VARIES) S89°59'04"W FOR A DISTANCE OF 1.52' TO THE INTERSECTION CENTERLINE POINT OF RESLER DRIVE (120.00' ROW) AND DEWBERRY DRIVE (ROW VARIES); **THENCE,** TRAVELING S03°12'35"W FOR A DISTANCE OF 54.98' TO THE PROPOSED NORTHERN CENTERLINE OF RESLER DRIVE (170' ROW) EXTENSION AND BEING THE **POINT OF BEGINNING** OF THIS DESCRIPTION;

1) **THENCE,** TRAVELING S84°06'08"E A DISTANCE OF 60.07' TO A POINT ON LINE WHERE THE EXISTING RESLER (120' ROW) EASTERLY ROW LINE INTERSECTS;
2) **THENCE,** TRAVELING S84°06'08"E A DISTANCE OF 25.03' TO A SET ½" REBAR LOCATED ON THE NORTHEASTERN CORNER OF THIS ROW PARCEL;
3) **THENCE,** TRAVELING S03°12'35"W A DISTANCE OF 244.29' TO A SET ½" REBAR AT THE POINT OF CURVATURE LOCATED ON THE EASTERN ROW LINE;
4) **THENCE,** TRAVELING ALONG A CURVE TO THE LEFT WITH A CHORD BEARING OF S01°59'12"E FOR A CHORD DISTANCE OF 419.24', AN ARC LENGTH OF 419.82', A RADIUS OF 2,314.45', A DELTA ANGLE OF 10°23'34", TO A SET ½" REBAR LOCATED AT THE POINT OF TANGENCY ALONG EASTERN ROW LINE (RESLER 170' ROW);
5) **THENCE,** TRAVELING S07°10'59"E A DISTANCE OF 333.96' TO A SET ½" REBAR LOCATED ON THE SOUTHEASTERN CORNER OF THIS ROW PARCEL;
6) **THENCE,** TRAVELING N86°45'58"W A DISTANCE OF 172.85' TO A SET ½" REBAR LOCATED ON THE SOUTHWESTERN CORNER OF THIS ROW PARCEL;
7) **THENCE,** TRAVELING N07°10'59"W A DISTANCE OF 302.71' TO A SET ½" REBAR AT THE POINT OF CURVATURE LOCATED ON THE WESTERN ROW LINE;
8) **THENCE,** TRAVELING ALONG A CURVE TO THE RIGHT WITH A CHORD BEARING OF N01°59'12"W FOR A CHORD DISTANCE OF 450.03', AN ARC LENGTH OF 450.65', A

GRV Integrated
Engineering Solutions LLC

11385 James Watt, Suite B-13
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915-595-2905 Fax
grvies@gmail.com
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TBPELS Firm #15313, #10194278

RADIUS OF 2,484.45', A DELTA ANGLE OF 10°23'34", TO A SET ½" REBAR LOCATED AT THE POINT OF TANGENCY ALONG WESTERN ROW LINE;

9) **THENCE,** TRAVELING N03°12'35"E A DISTANCE OF 245.60' TO A SET ½" REBAR LOCATED THE NORTHWESTERN CORNER OF THIS ROW PARCEL;
10) **THENCE,** TRAVELING S89°54'08"E A DISTANCE OF 24.47' TO A POINT ON LINE WHERE THE EXISTING RESLER (120' ROW) WESTERLY ROW LINE INTERSECTS;
11) **THENCE,** TRAVELING S89°54'08"E A DISTANCE OF 41.42' TO A POINT OF INTERSECTION;
12) **THENCE,** TRAVELING S84°06'08"E A DISTANCE OF 19.22' TO A CENTERLINE POINT ON RESLER DRIVE (120' WIDE ROW) AND BEING THE POINT OF BEGINNING OF THIS PARCEL, CONTAINING 3.905 ACRES OF LAND.

SAID PORTION OF TRACT 1-A , NELLIE D MUNDY SURVEY 243, ABSTRACT 10037, CITY OF EL PASO, EL PASO COUNTY, TEXAS, AND BEING SUBJECT TO ALL EASEMENTS OF RECORD. THIS METES AND BOUNDS IS ACCOMPANIED BY A BOUNDARY IMPROVEMENT SURVEY EXHIBIT OF SAME DATE.

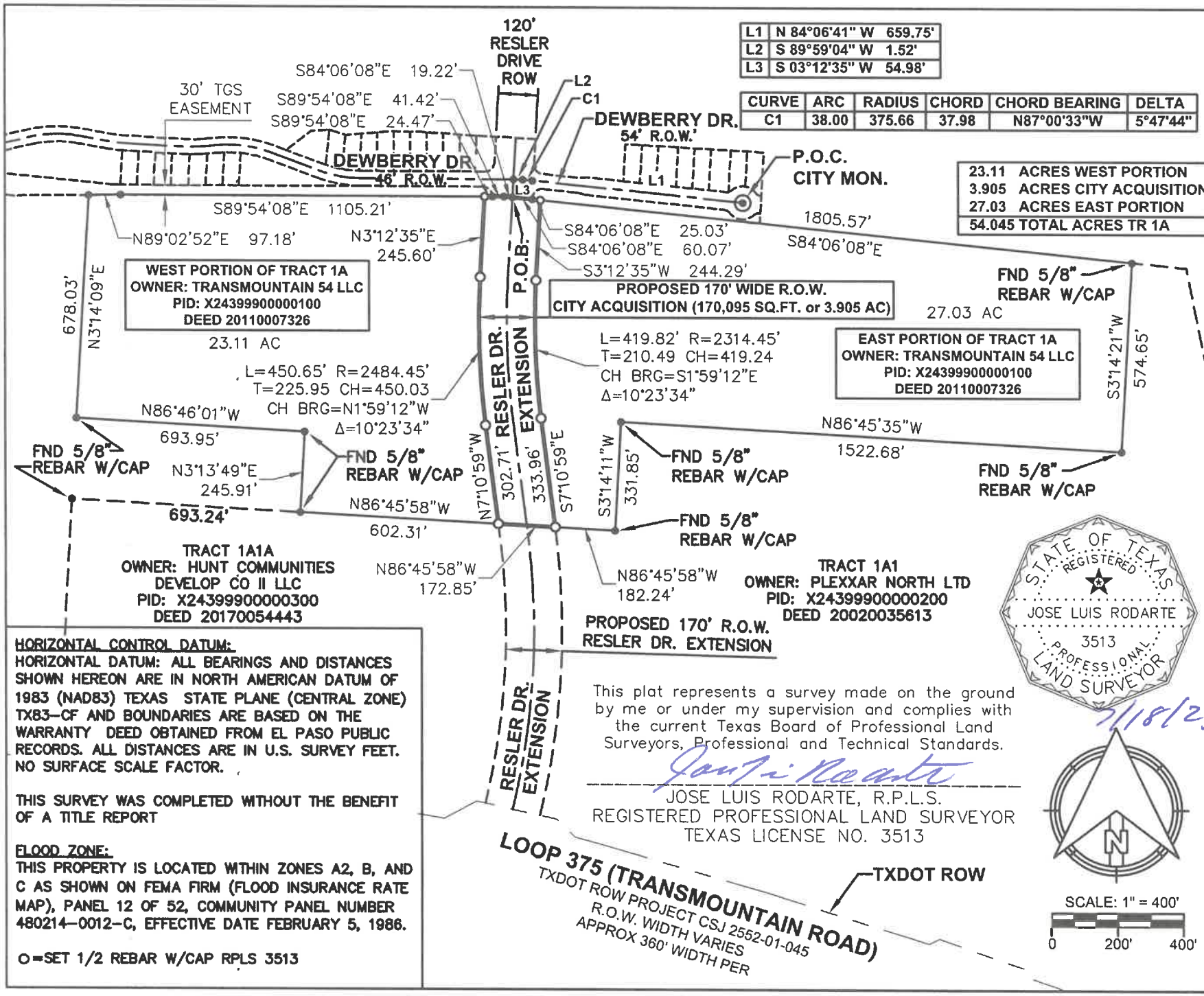
That I, Jose L. Rodarte, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision in the City of El Paso, El Paso County, Texas on the date shown below.

THE STATE OF TEXAS
COUNTY OF EL PASO
WITNESS MY HAND AND SEAL KNOW ALL MEN BY THESE PRESENTS:



Jose L. Rodarte 7/18/25

Jose L. Rodarte Date
Registered Professional Land Surveyor



HORIZONTAL CONTROL DATUM:
HORIZONTAL DATUM: ALL BEARINGS AND DISTANCES SHOWN HEREON ARE IN NORTH AMERICAN DATUM OF 1983 (NAD83) TEXAS STATE PLANE (CENTRAL ZONE) TX83-CF AND BOUNDARIES ARE BASED ON THE WARRANTY DEED OBTAINED FROM EL PASO PUBLIC RECORDS. ALL DISTANCES ARE IN U.S. SURVEY FEET. NO SURFACE SCALE FACTOR.

THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT

FLOOD ZONE:
THIS PROPERTY IS LOCATED WITHIN ZONES A2, B, AND C AS SHOWN ON FEMA FIRM (FLOOD INSURANCE RATE MAP), PANEL 12 OF 52, COMMUNITY PANEL NUMBER 480214-0012-C, EFFECTIVE DATE FEBRUARY 5, 1986.

O=SET 1/2 REBAR W/CAP RPLS 3513

This plat represents a survey made on the ground by me or under my supervision and complies with the current Texas Board of Professional Land Surveyors, Professional and Technical Standards.

JOSE LUIS RODARTE, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 3513

STATE OF TEXAS REGISTERED JOSE LUIS RODARTE 3513 PROFESSIONAL LAND SURVEYOR

7/18/25

RESLER DR. 170' R.O.W. ACQUISITION EXHIBIT
A 3.90 ACRE PORTION OF TRACT 1A, NELLIE D. MUNDY SURVEY NO. 243, CITY OF EL PASO, EL PASO COUNTY TEXAS, AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS

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TBPE F#15313 TBPLS F#10194278

Project 24-020 Date 08/11/2025

FILE P:\Drawings\24-020\MXD\CIVIL\RESLER ROW BOUNDARY SURVEYS\GRD - RESLER BOUNDARY SURVEYS\24-020 GRD BOUNDARY - TR 1A EXHIBIT.dwg