

Renard U. Johnson
Mayor

Dionne Mack
City Manager



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

AGENDA FOR THE REGULAR COUNCIL MEETING

July 21, 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: 196-649-192#

Notice is hereby given that a Regular Meeting of the City Council of the City of El Paso will be conducted on July 21, 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: 196-649-192#

**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

Glen Cove Elementary School, Robert Rojas Elementary School & Mesita Elementary School at
the Invitation of City Representative Deanna Maldonado-Rocha.

Santiago Pedroza
Natalie Pedroza
Mathew Martinez
Steven Venegas

MAYOR'S PROCLAMATIONS

Desert ADAPT - 36th Anniversary of Americans with Disabilities Act (ADA)

Restoring and Beautifying Smeltertown Day

Life Saving Actions at Armijo Aquatic Center

VIVA! El Paso

10:00 A.M. ROLL CALL

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

INVOCATION BY RETIRED BATTALION CHIEF AND CHAPLAIN KEVIN MENDE

PUBLIC COMMENT ON CONSENT AGENDA AND REGULAR AGENDA ITEMS

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

Members of the public may choose to comment at 10:00 a.m. or at the time the item is heard, but not both.

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

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

NOTICE TO THE PUBLIC

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

CONSENT AGENDA - APPROVAL OF MINUTES:

1. Approval of the Minutes of the Regular City Council Meeting of July 7, 2026, the Work Session of July 6, 2026, and the Special Meetings of May 27 and May 28, 2026. [26-0826](#)

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 [26-0054](#)

CONSENT AGENDA - RESOLUTIONS:

3. A Resolution that the City Council hereby authorizes the City Manager, or designee, to sign an Advance Funding Agreement between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation for the project generally described as New Haven Dr. Crossing (DOT#741228V) to upgrade from passive railroad warning devices to active railroad warning devices and install new signs, pavement markings, approach transitions and other item. The City agrees to maintain pavement markings and advance warning signs under its jurisdiction as well as trim and maintain trees and vegetation under its jurisdiction along the roadway approaches. [26-0854](#)

District 7

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

Capital Improvement Department, Margaret Schroeder, (915) 240-3384

4. A Resolution that the City Council hereby authorizes the City Manager, or designee, to sign an Advance Funding Agreement between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation for the project generally described as Olive Ave. Crossing (DOT#741059K) to upgrade from passive railroad warning devices to active railroad warning devices and install new signs, pavement markings, approach transitions and other item. The City agrees to maintain pavement markings and advance warning signs under its jurisdiction as well as trim and maintain trees and vegetation under its jurisdiction along the roadway approaches. [26-0855](#)

District 8

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

Capital Improvement Department, Margaret Schroeder, (915) 240-3384

5. A Resolution that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and City of Socorro, 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 Socorro, for which City of Socorro shall pay to the City of El Paso an annual amount of THREE HUNDRED SIXTY-SIX THOUSAND EIGHTEEN DOLLARS AND NO/100 (\$366,018.00)

[26-0825](#)

All Districts

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

Public Health, Sara Cera, (915) 212-6503

CONSENT AGENDA - BOARD APPOINTMENTS:

6. Ron Comeau to the Animal Shelter Advisory Committee by Mayor Renard U. Johnson.

[26-0877](#)

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

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

7. That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayment exceeding the three (3) year limit. (See Attachment A).

[26-0806](#)

All Districts

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

CONSENT AGENDA - NOTICE FOR NOTATION:

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

[26-0851](#)

All Districts

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

9. Bylaws for City Boards and Commissions requires an annual report to be submitted in writing to City Council, by August 1st of every year. This report includes the activities conducted by the Sun Metro Citizens Advisory Committee for the previous twelve months.

[26-0850](#)

All Districts

Sun Metro Mass Transit, Anthony DeKeyzer, (915) 212-3306

Sun Metro Mass Transit, Karl Rimkus, (915) 212-3317

CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:

For notation pursuant to Section 2.92.080 of the City Code:

10. Receipt of campaign contributions by Matthew Guzman, candidate for District 8, in the amounts of Amber Vourazeris \$500.00, Anna Kerr \$500.00, Gabriel Villaronga \$500.00, David Fong \$500.00, Angelica Rodriguez \$500.00, Dan Kasuga \$500.00, Monique Poessiger \$500.00, Scarlett Mercer \$500.00, Eva Burns \$500.00, Marian Chiechi \$1,000.00, and Ankur Patel \$1,000.00. [26-0859](#)
- City Clerk's Office, Laura D. Prine, (915) 212-0049
11. Receipt of campaign contributions by Representative Alejandra Chávez in the amounts of \$1,000.00 from Randall J Bowling, \$750.00 from Joseph Moody Campaign, and \$2,000.00 from Ruben Chavez. [26-0863](#)
- Members of the City Council, Representative Alejandra Chávez, (915) 212-0001
12. Receipt of campaign contributions by Representative Art Fierro in the amounts of \$1,000 from Randall J. Bowling, \$1,000 from Robert Bowling, \$500 from Suzanne Dipp, \$750 from Howard Enlow, \$1,000 from Edward Escudero, \$200 from David Flores, \$750 from Rachel Harracksingh, \$2,500 from Ted Houghton, \$2,500 from the International Brotherhood of Electrical Workers (IBEW) Political Action Committee (PAC) Voluntary Fund, \$1,000 from Ben L. Ivey, \$500 from Jonathan Barela, \$2,000 from Stanley Jobe, \$500 from Linebarger Goggan Blair & Sampson, \$500 Francisco Martinez, \$750 from Joseph Moody, \$500 from Ricardo Mora, \$100 from Phillip Ollis, \$200 from Jose Padilla, \$1,500 from Raymond Palacios, \$2,000 from J.K. Robinson, \$1,000 from Douglas Schwartz, \$500 from Stewart Shiloff, \$100 from Ivonne Tapia, \$1,000 from Kelly Tomblin, and \$250 from Guillermo Valenzuela. [26-0879](#)
- Members of the City Council, Representative Art Fierro, (915) 212-0006

CONSENT AGENDA - BIDS:

13. The award of Solicitation 2026-0193 Small Engine Repairs to the following suppliers: 1) Rio Seco Ag, LLC and 2) Pedro C Villalobos dba Dyer Cycle for an initial term of three (3) years for an estimated amount of \$120,000.00. The award also includes a two (2) year option for an estimated amount of \$80,000.00. The total contract time is for five (5) years for a total estimated amount of \$200,000.00. [26-0844](#)
- | | |
|----------------------|------------------------------------|
| Department: | Streets and Maintenance |
| Award to Supplier 1: | Rio Seco Ag, LLC |
| City & State: | Clint, TX |
| Item(s): | Group 1 |
| Initial Term: | 3 Years |
| Option Terms: | 2 Years |
| Total Contract Time: | 5 Years |
| Award to Supplier 2: | Pedro C. Villalobos dba Dyer Cycle |

City & State: El Paso, TX
Item(s): Group 2
Initial Term: 3 Years
Option Terms: 2 Years
Total Contract Time: 5 Years

Total Annual Estimated Award: \$40,000.00
Total Initial Term Estimated Award: \$120,000.00
Total Option Term Estimated Award: \$80,000.00
Total Estimated Award: \$200,000.00

Account(s) 532-1000-532030-32120-P3210
(Streets and Maintenance)
451-1000-532040-51295-P5120
(Parks and Recreation)
Funding Source(s): General Fund
District(s): All

This was a Low Bid Procurement for a replacement contract.

The Purchasing & Strategic Sourcing and Streets & Maintenance departments recommend award as indicated to 1) Rio Seco Ag, LLC and 2) Pedro C Villalobos dba Dyer Cycle the lowest responsive and responsible bidders.

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

Streets and Maintenance, Claudia A. Garcia, (915) 212-0043
Streets and Maintenance, Randy Garcia, (915) 212-7005

14. The award of Solicitation 2026-0321 Glass Pulverizer to Andela Tool & Machine Inc. dba Andela Products for a term of one (1) year for an estimated amount of \$202,123.00.

[26-0842](#)

Department: Environmental Services
Award to: Andela Tool & Machine Inc. dba
Andela Products
City & State: Richfield Springs, NY
Item(s): All
Term: 1 Year
Option Term: N/A
Total Contract Time: 1 Year
Term Estimated Award: \$202,123.00
Option Term Estimated Award: N/A
Total Estimated Award: \$202,123.00
Account(s) 334 -3150 - 34100 -580290 - P3410 -

Funding Source(s): PESD00260
ESD Operating Fund
District(s): All

This was a Low Bid Procurement for a new contract.

The Purchasing & Strategic Sourcing and Environmental Services departments recommend award as indicated to Andela Tool & Machine Inc. dba Andela Products the lowest responsive and responsible bidder.

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

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Environmental Services Department, Nicholas Ybarra, (915) 212-6025

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.

15. An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Carlos Silveyra Padilla, for the purchase price of \$80,300.00; such real property legally described as Lots 1 and 2, Block 25, Parkdale Addition Unit Four, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Volume 26, Page 14, Real Property Records of El Paso County, Texas.

[26-0801](#)

District 2

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

PUBLIC HEARING WILL BE HELD ON AUGUST 4, 2026

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

16. 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

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

[26-0741](#)

Subject Property: 7024 Cielo Vista Dr.

Applicant: Daniel C. Carrillo

Case Number: PZST25-00020

District 3

Planning and Inspections, Kevin W. Smith, (915) 212-1566

Planning and Inspections, Blanca Perez, (915) 212-1561

18. 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

19. 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.

[26-0764](#)

All Districts

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

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

20. Discussion and action directing the City Attorney, in collaboration with the City Manager as necessary, to prepare and present for City Council consideration

[26-0820](#)

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. [POSTPONED FROM 07-07-2026]

All Districts

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

21. Discussion and action to approve a Resolution that City Council declares the expenditure of District 8 discretionary funds, in an amount not to exceed \$10,000.00 for costs related to stage rental, audio/visual equipment,

26-0865

entertainment, hiring of off-duty law enforcement officers or private security officers, barrier rental for vehicle and pedestrian control, permitting fees, and/or portable restroom rental related to the holding of the Segundo Barrio Community Block Party by the Southside Neighborhood Association, which serves the municipal purpose of fostering community pride, encouraging civic engagement, and celebrating the heritage and culture of one of the oldest neighborhoods in El Paso's history.

All Districts

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

22. Discussion and action to approve a Resolution that the City Council approves the expenditure of District 8 discretionary funds in an amount not to exceed \$1,800.00 for costs associated with hosting the Plaza Classic Film Festival Filmmakers' Brunch.

[26-0867](#)

All Districts

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

23. Discussion and action that the City Council of the City of El Paso declares that the expenditure of District 8 discretionary funds, in an amount not to exceed \$2,000.00 to purchase furniture for Fire Station 22, which serves the municipal purpose of supporting public safety and investing in public safety equipment and property that will directly benefit Fire Station 22. 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.

[26-0880](#)

District 8

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

24. Discussion and action to prohibit the use of city and personal cell phones and personal electronic devices on the dais during work sessions and council meetings.

[26-0882](#)

All Districts

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

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

25. Discussion and action on the award of Solicitation 2026-0085 Security Guard Services - Parks Utilities to TriCorps Security, Inc. for a term of three (3) year(s) for an estimated amount of \$1,958,130.00.

[26-0841](#)

Department:	Parks and Recreation
Award to:	TriCorps Security, Inc.
City & State:	Oklahoma City, OK
Item(s):	All
Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	\$652,710.00

Term Estimated Award:	\$1,958,130.00
Option Term Estimated Award:	N/A
Total Estimated Award	\$1,958,130.00
Account(s)	451 - 51230 - 522120 - 1000 - P5106 451 - 51260 - 522120 - 1000 - P5111 451 - 51270 - 522120 - 1000 - P5113 451 - 51295 - 522120 - 1000 - P5116
Funding Source(s):	General Fund
District(s):	All

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

The Purchasing & Strategic Sourcing and Parks and Recreation departments recommend award as indicated to TriCorps Security, Inc. 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.

All Districts

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

- 26.** Discussion and action on the award of Solicitation 2026-0323 2026 High Density Mineral Bond to Andale Construction, Inc. for a total estimated amount of \$1,556,203.00.

[26-0843](#)

Department:	Streets and Maintenance
Award to:	Andale Construction, Inc.
City & State:	Wichita, KS
Item(s):	Base Bid I
Contract Term:	720 Workweek Days
Base Bid I:	\$1,556,203.00
Total Estimated Award:	\$1,556,203.00
Account(s):	532-4825-29110-580270-PCP23RESBOND05 532-4825-29110-580270-TBA
Funding Source(s):	Community Progress Bond - Residential Resurfacing
District(s):	All

This was a Low Bid Procurement - Construction Contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Andale Construction, Inc. the lowest responsive and responsible bidder.

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

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

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

All Districts

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

[26-0846](#)

27. Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2026-0237 Caterpillar Proprietary Parts and Service to Wagner Equipment Co. the sole source and authorized distributor of the Caterpillar proprietary parts and service for a term of three (3) years for an estimated amount of \$5,250,000.00. Supplier will be required to provide an updated sole source letter and affidavit each year.

Department:	Streets & Maintenance
Award to:	Wagner Equipment Co.
City & State:	Aurora, CO
Item(s):	Caterpillar Proprietary Parts and Service
Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	\$1,750,000.00
Term Estimated Award:	\$5,250,000.00
Option Term Estimated Award:	N/A
Total Estimated Award	\$5,250,000.00
Account(s)	532 - 3600 - 531210 - 37020 - P3701 (Parts) 532 - 3600 - 531250 - 37020 - P3701 (Services)
Funding Source(s):	Internal Service Fund
District(s):	All

Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend a non-competitive award under Local Government General Exemption: Section 252.022 -

(7) a procurement of items that are available from only one source, including:
(D) captive replacement parts or components for equipment;

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

All Districts

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

[26-0861](#)

28. Discussion and action on the award of Solicitation 2026-0329 Traffic Management Center Phase IV & V to Econolite Systems Inc. for a total estimated amount of \$5,471,129.26.

Department: Capital Improvement
Award to: Econolite Systems Inc.
City & State: Anaheim, CA
Item(s): Base Bid I, II
Contract Term: 234 Working Days
Base Bid I: \$2,483,864.96
Base Bid II: \$2,987,264.30
Total Estimated Award: \$5,471,129.26
Account(s): 190 - 4950 - 38170 - 580270 - CSJ-0924-06-569 -
GT9025TMC5
190 - 4950 - 38170 - 580270- CSJ-0924-06-568 -
GT9025TMC4
190 - 4450 - 38280 - 580270 - CSJ-0924-06-568
190 - 4450 - 38280 - 580270 - CSJ-0924-06-569
Funding Source(s): Texas Department of Transportation
Congestion Mitigation and Air Quality
Improvement program
State Infrastructure Bank Loan
District(s): 1, 2, 4, and 8

This was a Low Bid Procurement - Construction Contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Econolite Systems Inc. the lowest responsive and responsible bidder.

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

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

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

Districts 1, 2, 4, and 8

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065

REGULAR AGENDA - OTHER BUSINESS:

29. Discussion and action on Resolution to authorize the City Manager to sign a Chapter 380 Economic Development Program Agreement between CITY OF EL PASO and ELEUTERIA SANDRA HERING, in support of an infill development project located at 903 Park St. The Agreement requires the Applicant to make a minimum investment of \$270,000.00, and in consideration, the City shall provide economic incentives up to \$15,988.24 in the form of Real Property Tax Rebate, Construction Materials Sales Tax Rebate, and Building Construction Fee Rebate. [26-0848](#)

District 8

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

30. 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. [POSTPONED FROM 07-07-2026] [26-0791](#)

District 1

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

31. Discussion and action on the award of Task Order 8V-1 under the Job Order Contracting and Facilities Construction Contract #2022-0678, for Fire Station #03 Renovation to Veliz Company, LLC dba Veliz Construction for a total estimated award of \$2,765,753.92. [26-0852](#)

District 8

Capital Improvement Department, Javier Acosta, (915) 212-1845
Capital Improvement Department, Gilbert Guerrero, (915) 212-1803

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/>



Legislation Text

File #: 26-0826, **Version:** 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

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

AGENDA LANGUAGE:

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

Approval of the Minutes of the Regular City Council Meeting of July 7, 2026, the Work Session of July 6, 2026, and the Special Meetings of May 27 and May 28, 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

July 07, 2026
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:00 AM

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 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: Deanna Maldonado-Rocha at 12:41 p.m.

INVOCATION BY EL PASO FIRE DEPARTMENT CHAPLAIN, **CAPTAIN ISAAC SATTELMEIER**

PUBLIC COMMENT ON CONSENT AGENDA AND REGULAR AGENDA ITEMS

The following members of the public commented on agenda items, as denoted:

1. Ms. Victoria Quiniola – Item 5
2. Mr. Marco Sanchez – Item 23

The following members of the public commented on Item 25:

3. Ms. Leticia Diamond
 4. Mr. Anthony Duncan
 5. Mr. Rico Velez
 6. Ms. Maria Assael
 7. Ms. Christina Munoz
 8. Mr. Paul Dipp
 9. Mr. Andres Martinez
 10. Ms. Claudia Contreras Siller
 11. Mr. Robert Estrada
 12. Mr. Tony Labrado
-
13. Ms. Ilene Diaz de Leon- Item 26

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

The following members of the public commented:

1. Ms. Elizabeth Crawford
2. Ms. Lisa Turner
3. Ms. Claudia Contreras Siller
4. Mr. Luis Ponce – also submitted a statement to be entered into the record regarding vacant buildings
5. Mr. Saul Gonzalez
6. Ms. Sabrina Soto
7. Mr. Pierre Andre Euzarraga
8. Mr. Chris Baird
9. Ms. Patricia Osmond
10. Mr. Marco Sanchez
11. Ms. Elisa Aguirre
12. Mr. Elliot Markuery
13. Ms. Celina Serrano

NOTICE TO THE PUBLIC

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Maldonado-Rocha

-
1. *Motion made, seconded, and unanimously carried to **APPROVE** the 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.

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

3. *RESOLUTION

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.

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

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.

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

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 PARK.DALE 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.

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

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.

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

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.

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

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.

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

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.

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

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.

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

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.

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

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.

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

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.

5.

***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.

6.

***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.

7.

***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.

CONSENT AGENDA – SPECIAL APPOINTMENTS:

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

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.

CONSENT AGENDA – BOARD APPOINTMENTS:

- 9.** *Motion made, seconded, and unanimously approved to **APPOINT** Marina Monsisvais to the Greater El Paso Civic, Convention and Tourism Advisory Board by Representative Josh Acevedo, District 2.

CONSENT AGENDA – NOTICE FOR NOTATION:

- 10.** *Motion made, seconded, and unanimously carried to **NOTE** the delinquent Hotel Occupancy Tax Report as of May 31, 2026.

Ms. Lisa Turner, citizen, commented.

Ms. Dionne Mack, City Manager, commented.

11. *Motion made, seconded, and unanimously carried to **NOTE** 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.

.....
CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:
.....

12. *Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Alejandra Chávez in the amount of \$1,000.00 from Ryan McCrory.

.....
CONSENT AGENDA – BIDS:
.....

13. *Motion made, seconded, and unanimously carried 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.

.....
REGULAR AGENDA – FIRST READING OF ORDINANCES:
.....

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

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

NAYS: None

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

-
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.

Subject Property: 1125 Texas Avenue

Applicant: Wiley Condominium Association

Case Number: PSPN25-00005

-
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: 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.

.....
PUBLIC HEARINGS WILL BE HELD ON JULY 21, 2026, FOR ITEMS 14 THROUGH 16
.....

The City Council Meeting was **RECESSED** at 12:41 p.m. in order to convene the Mass Transit Department Board Meeting.

The City Council Meeting was **RECONVENED** at 2:16 p.m.

.....
REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:
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.....
17. ORDINANCE 019890
.....

The City Clerk read an Ordinance entitled: **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.**

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

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

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Maldonado-Rocha

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

.....
18. ORDINANCE 019891
.....

The City Clerk read an Ordinance entitled: **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.**

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

Motion duly made by Representative Boyar Trejo, seconded by Representative Chávez, and carried that the Ordinance be **ADOPTED**.

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Maldonado-Rocha

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

19.

ORDINANCE 019892

The City Clerk read an Ordinance entitled: **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.**

Mr. Joshua Lerma, Streets and Maintenance Planner, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

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

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Maldonado-Rocha

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

20.

ORDINANCE 019893

The City Clerk read an Ordinance entitled: **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.**

Mr. Jerry DeMuro, Deputy Transit Officer, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representative Canales commented.

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

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Maldonado-Rocha

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

REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL:

21.

R E S O L U T I O N

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.

Mayor Johnson and Representatives Fierro and Canales commented.

Ms. Dionne Mack, City Manager, commented.

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Maldonado-Rocha

22.

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.

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Maldonado-Rocha

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23. **ITEM:** 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.

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

Ms. Crystal Davis, Emergence Health Network Chief Operating Officer, commented.

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

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

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

NAYS: None

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24. *Motion made, seconded, and unanimously carried to **POSTPONE TWO WEEKS** 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 (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 kiosk 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.

-
- 25. ITEM:** 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.

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

Ms. Dionne Mack, City Manager, commented.

Mr. Rene Leon, El Paso Water Legislative Liaison, commented.

The following members of the public commented:

1. Mr. Mostafa Rifai
2. Ms. Ellen Smyth
3. Mr. Santiago Alonso
4. Ms. Kassandra Castillo-Ruger
5. Ms. Patricia Osmond
6. Ms. Suzanne Dipp
7. Mr. Fred Evans
8. Mr. Craig Peters

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

1. Mr. Jason Barreras
2. Mr. Omar Campos

1ST MOTION (MAIN MOTION)

Motion made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Maldonado-Rocha, 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.

2ND MOTION (AMENDMENT)

Motion made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Maldonado-Rocha, and unanimously carried to **AMEND** the motion by inserting the words **"for District 2"** after "Unprogrammed Project Balances".

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

NAYS: None

MAIN MOTION AS AMENDED

Motion made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Maldonado-Rocha, and carried 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 for District 2.

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

NAYS: Representative Acevedo

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REGULAR AGENDA – OPERATIONAL FOCUS UPDATES:
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- 26.** 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.

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

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

Police Chief Peter Pacillas commented.

Ms. Patricia Osmond, citizen, commented.

Mr. Matthew Duran submitted a statement to be entered into the record.

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

NO ACTION was taken on this item.

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

27. Motion made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Canales, and unanimously carried to **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

Funding Source(s): 453-1000-53311-522060
District(s): Maintenance Services Contract - Janitorial
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.

AYES: Representatives Chávez, Boyar Trejo, Niño, Fierro, Limón, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Acevedo and Maldonado-Rocha

REGULAR AGENDA – OTHER BUSINESS:

28. ITEMS 28 AND 29 WERE PRESENTED TOGETHER

R E S O L U T I O N

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

THAT the 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.

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Maldonado-Rocha

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

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

WHEREAS, 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.

Ms. Karina Brasgalla, Economic and International Development Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Acevedo, Limón, and Canales commented.

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Maldonado-Rocha

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

Mr. Adrian Serrano, Chief Internal Auditor, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representative Chávez commented.

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Fierro, and unanimously carried to **ACCEPT** the results of the El Paso International Airport - Accounts Payable Follow-Up Audit A2026-03.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Maldonado-Rocha

31. *Motion made, seconded, and unanimously carried to **POSTPONE TWO WEEKS** 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.

Motion made by Representative Niño, seconded by Representative Limón, and unanimously carried to **ADJOURN** this meeting at 4:13 p.m.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Maldonado-Rocha

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

ATTACHMENT

Representative Niño's comments on Item 23

Representative Ivan Niño emphasized that expanding access to mental health services has been one of his longstanding priorities, noting that access to health care is just as important as public safety, affordability, quality of life, and economic mobility. He explained that these priorities are experienced differently across the city and highlighted that District 5 currently has no direct behavioral health facility, requiring many residents to travel significant distances to receive care. He shared that constituents have expressed concerns about limited access, with some delaying or avoiding seeking help because services are not readily available.

Representative Niño explained that the agenda item, which he sponsored, amends the City of El Paso's State Legislative Agenda to advocate for long-term state operational funding for the new Behavioral Health East Campus, helping ensure the facility's long-term success once construction is complete.

He expressed his gratitude to Emergence Health Network and the Texas Legislature for advocating for and securing funding to construct this important facility in District 5. He emphasized that while construction funding is a significant milestone, long-term operational funding will be essential to ensure the facility can provide sustainable crisis intervention, outpatient behavioral health services, and other critical mental health resources for youth and adults throughout the region.

Representative Niño also noted that the facility will house Crisis Intervention Team (CIT) operations, strengthening coordination between behavioral health professionals and first responders while improving emergency response for individuals experiencing behavioral health crises. He concluded by emphasizing that investing in long-term behavioral health services is an investment in healthier families, safer neighborhoods, and a stronger community.

ATTACHMENT

Representative Niño's comments on Item 26

Representative Ivan Niño stated that the presentation was a continuation of the anti-DWI item Mayor Johnson and he sponsored in May 2026, which directed the City Manager to provide a comprehensive review of impaired driving data as the first step toward developing a citywide Anti-DWI Strategy. He thanked Chief Peter Pacillas, Assistant Chief Zina Silva, the El Paso Police Department, and his colleagues for supporting the initiative, emphasizing that the purpose was not simply to collect statistics, but to better understand the scope of impaired driving through a data-driven approach that can help save lives.

Throughout the presentation, Representative Niño asked questions regarding the factors contributing to alcohol-related crashes and fatalities, the relationship between impaired driving and speeding, deployment of enforcement resources in high-crash corridors, engineering improvements at high-collision intersections, trends in DWI arrests, first-time versus repeat offenders, demographic data, partnerships with the hospitality industry, staffing levels within the DWI Task Force, and opportunities to measure success beyond arrest numbers.

Representative Niño also inquired about the broader impacts of impaired driving, including the financial costs to taxpayers, emergency response and healthcare expenditures, engagement with victims' advocacy organizations, and potential legislative changes that could strengthen impaired driving prevention and enforcement efforts at the state level.

In closing, Representative Niño stated that the presentation confirmed impaired driving remains one of the most preventable causes of traffic fatalities in the community. He emphasized that the data presented should serve as the foundation for the City's forthcoming Anti-DWI Strategy and encouraged that the strategy include measurable goals, evidence-based best practices, and a balanced approach centered on prevention, education, enforcement, and accountability to reduce impaired driving and improve public safety.

RENARD U. JOHNSON
MAYOR

DIONNE MACK
CITY MANAGER



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

WORK SESSION MEETING MINUTES
July 6, 2026
CITY HALL, 300 N. CAMPBELL COUNCIL CHAMBERS AND VIRTUALLY
9:00 A.M.

.....
The City Council met at the above place and date. The meeting was called to order at 9:04 a.m. Mayor Renard Johnson was present and presiding. The following Council Members answered roll call: Alejandra Chávez, Josh Acevedo, Cynthia Boyar Trejo, Ivan Niño, Art Fierro, and Lily Limón. Late arrival: Chris Canales, at 9:32 a.m., and Deanna Maldonado-Rocha, at 9:35 a.m.

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AGENDA
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1. A Public Safety Coalition presentation on Opioid Use Disorder In The Borderland.

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

- Mr. Hector I. Ocaranza, M.D., Local Health Authority
- Mr. Gustavo G. Tavarez, Assistant Chief, Fire Department
- Mr. Juan Briones, Assistant Chief, Police Department

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

The following staff members commented.

- Ms. Dionne Mack, City Manager
- Mr. Robert Cortinas, Deputy City Manager and Chief Financial Officer

NO ACTION was taken on this item.

.....
2. Presentation on water supply and infrastructure serving Northeast El Paso and Meta site.

Mr. John Balliew, President and Chief Executive Officer for El Paso Water, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

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

- Ms. Karla Nieman, City Attorney, commented.

- Ms. Lisa Turner, citizen, commented.

NO ACTION was taken on this item

.....
3. Fiscal Year 2027 Schedule C (Fee) Changes Presentation.

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

- Mr. Sasho Andonoski, Director of Office Management & Budget
- Ms. Debbie Olivas, Aviation Business and Finance Assistant Director
- Mr. Steve Alvarado, Code Enforcement Director
- Ms. Carolyn Patrick, Chief Information Officer
- Ms. Margarita Marin, Comptroller
- Mr. Roberto Tinajero, International Bridges Director
- Mr. Ben Fyffe, Quality of Life Managing Director
- Mr. Pablo E. Caballero, Parks and Recreation Director
- Mr. Veerinder Taneja, Public Health Director
- Ms. MaryLou Espinoza, Real Estate Capital Assets Manager
- Mr. Kevin Smith, Planning and Inspections, Interim Director
- Mr. Guillermo Diaz, Zoo Administrative Services Manager
- Mr. Jerry DeMuro, Sun Metro, Deputy Transit Officer
- Mr. Nicholas Ybarra, Environmental Services Director

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

The following staff members commented:

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

NO ACTION was taken on this item

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The Work Session was **RECESSED** at 12:21 p.m. for lunch.

The Work Session was **RECONVENED** at 1:31 p.m.

.....
EXECUTIVE SESSION

Motion made by Representative Limón, seconded by Representative Boyar Trejo, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION**, at 1:33 p.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the following item:

Section 551.071 CONSULTATION WITH ATTORNEY
Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Maldonado-Rocha, Niño, Fierro, and Canales

Motion made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Canales, and unanimously carried to **ADJOURN** the Executive Session at 4:37 p.m. and **RECONVENE** the meeting of the City Council at which time motions were made.

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

NAYS: None

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- EX1.** Application of El Paso Electric Company to Amend its Certificate of Convenience and Necessity for a 366 MW Natural Gas Generation Facility - PUC#59076; HQ#UTILITY-74 (551.071)

NO ACTION was taken on this item.

-
- EX2.** City of El Paso, Texas v. The Honorable Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-26-004983 (551.071)

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Maldonado-Rocha, and unanimously carried:

- Ratifying the suit filed on June 22, 2026, and assigned the Cause No. D-1-GN-26-004983; and

- That the City Attorney's Office be authorized to **FILE** suits to protect the City of El Paso's interests pertaining to rulings issued by the Office of the Attorney General of Texas which do not allow the City to except from disclosure documents as otherwise provided by relevant provisions of Chapter 552 of the Texas Government Code, that the City Attorney be authorized to **RETAIN** the services of outside counsel, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

NAYS: None

-
- EX3.** Joseph Pickett v. City of El Paso; Cause No. 08-24-00405-CV (551.071)

NO ACTION was taken on this item.

-
- EX4.** Daniel Villegas v. CoEP et. al; Cause No. 3:15-cv-386 (551.071)

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Canales, and unanimously carried that the City Attorney in consultation with the City Manager be **AUTHORIZED** to evaluate and accept the settlement offer and terms in the matter of *Daniel Villegas v. City of El Paso, et al.*, cause no. EP-15-CV-00386-DCG, pending in the United States District Court for the Western District of Texas – El Paso Division, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

NAYS: None

.....
EX5. Discussion on economic development opportunities in El Paso, HQ#26-1200 (551.087)

NO ACTION was taken on this item.

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EX6. Discussion on economic development opportunities in El Paso, HQ#26-1214 (551.087)

NO ACTION was taken on this item.

.....
ADJOURN

Motion made by Representative Limón, seconded by Representative Maldonado-Rocha, and
unanimously carried to **ADJOURN** the meeting at 4:40 p.m.

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

NAYS: None

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

RENARD U. JOHNSON
MAYOR

DIONNE MACK
CITY MANAGER



CITY COUNCIL
ALEJANDRA CHÁVEZ, DISTRICT 1
JOSH ACEVEDO, DISTRICT 2
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IVAN NIÑO, DISTRICT 5
ART FIERRO, DISTRICT 6
LILY LIMÓN, DISTRICT 7
CHRIS CANALES, DISTRICT 8

CITY COUNCIL SPECIAL MEETING MINUTES
May 27, 2026
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:05 A.M.

.....
The City Council met at the above place and date. The meeting was called to order at 10:14 a.m. Mayor Renard Johnson was present and presiding. The following Council Members answered roll call: Alejandra Chávez, Josh Acevedo, Deanna Maldonado-Rocha, Ivan Niño, Art Fierro, Lily Limón, and Chris Canales. Late arrival: Cynthia Boyar Trejo at 10:22 a.m.
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AGENDA

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1. For presentation and discussion: FY 2026 - 2027 Budget as presented by the City Manager.
.....

City Manager Overview

Ms. Dionne Mack, City Manager, opened the meeting and began the presentation, followed by Mr. Robert Cortinas, Chief Financial Officer, and Mr. Sasho Andonoski, Office of Management and Budget Director. They were also available throughout the meeting to offer additional comments and answer questions posted by Council members.

The FY 2027 Preliminary Budget Overview presented the City Manager's proposed budget development process, emphasizing fiscal responsibility while maintaining core City services during a challenging financial environment. The presentation outlined an improved budget process that includes program-based budgeting, a two-year financial outlook, earlier Council workshops, and increased opportunities for public input. The proposed budget aligns with the City's Strategic Plan by prioritizing public safety, economic mobility, infrastructure, and good governance while reinforcing long-term financial sustainability. Key investments include recruiting and retaining police officers and firefighters, maintaining infrastructure programs, supporting workforce compensation, and preserving essential City services despite increasing financial pressures.

The presentation also highlighted the City's financial outlook and the factors driving the proposed FY 2027 budget, including a General Fund budget of \$655.3 million. Major cost drivers include negotiated salary increases for police and fire personnel, wage increases for civilian employees, election costs, contractual obligations, debt service, and investments in public safety. At the same time, the City faces significant revenue challenges resulting from State-mandated property tax exemptions, the expiration of federal ARPA funding, and rising operating costs. To address these pressures without relying on one-time revenues or fund balance, the City proposed eliminating or defunding approximately 75% of vacant positions, conducting departmental expenditure reviews, and identifying additional saving opportunities through fee studies and other revenue sources.

Financial projections presented during the workshop showed modest growth in property and sales tax revenues, while taxable values continue to be affected by expanding State property tax exemptions. The preliminary property tax rate reflects the need to offset lost revenues, support voter-approved debt obligations, and maintain City operations. The City also reported

maintaining a healthy unrestricted fund balance above its policy target and preserving strong bond ratings while planning future capital investments. The presentation concluded with the remaining budget schedule, including additional workshops, community meetings, filing of the proposed budget in July, and final adoption of the FY 2027 budget and tax rate in August.

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

.....
The Special Meeting was **RECESSED** at 12:22 p.m. for lunch.

The Special Meeting was **RECONVENED** at 1:32 p.m.

.....
Department Budget Profiles

The following City staff members presented a PowerPoint presentation (copy on file in the City Clerk's Office).

- Mr. Michael Wachsmann, Animal Services Deputy Director
- Ms. Debbie Olivas, Aviation Business and Finance Assistant Director
- Mr. Javier Acosta, Capital Improvement Director
- Mr. Joaquin Rodriguez, Grant Funded Programs Director
- Mr. Sergio Estrada, Deputy City Attorney
- Ms. Laura Prine, City Clerk
- Mr. Steve Alvarado, Code Enforcement Director
- Ms. Nickole Rodriguez, Community and Human Development Director
- Ms. Brooke Underwood, Destination El Paso President and Chief Executive Officer
- Mr. Ben Fyffe, Quality of Life Managing Director
- Ms. Karina Brasgalla, Economic and International Development Director
- Mr. Nicholas Ybarra, Environmental Services Director
- Fire Chief Jonathan Killings
- Ms. Mary Wiggins, Chief Human Resources Officer
- Ms. Yvette Griffin, Risk Management Director
- Ms. Carolyn Patrick, Chief Information Officer
- Ms. Ernesto Arriola, Chief Information Security Officer
- Mr. Adrian Serrano, Chief Internal Auditor
- Mr. Roberto Tinajero, International Bridges Director

Ms. Claudia Garcia, Purchasing and Strategic Sourcing Director, responded to questions from Council.

The budget workshop presentation provided an overview of the proposed FY 2027 budgets for multiple City departments, highlighting each department's mission, funding levels, major budget changes, and strategic priorities. Across departments, the proposed budgets reflect a continued emphasis on maintaining core services while addressing increased personnel costs, contractual obligations, and operational expenses. Many departments identified salary increases as the primary driver of budget growth, while others experienced changes due to grant funding adjustments, capital project investments, or organizational restructuring. Each department also demonstrated how its programs support the City's Strategic Plan through the pillars of Public Safety, Economic Mobility, Infrastructure, Quality of Life, and Good Governance.

Several departments presented initiatives focused on strengthening public safety and essential community services. The City Attorney's Office emphasized expediting legal reviews, supporting infrastructure projects, prosecuting nuisance violations, and improving public access

to legal information. The City Clerk's Office highlighted its responsibility for supporting transparent government through City Council meetings, elections, and Boards and Commissions, with a significant budget increase primarily attributable to the November 2026 municipal election. Code Enforcement outlined continued efforts to address public health concerns, nuisance properties, abandoned vehicles, zoning compliance, and neighborhood beautification, and Community and Human Development focused on expanding affordable housing, homelessness prevention, neighborhood leadership, accessibility, and services for vulnerable residents.

.....
The Special Meeting was **RECESSED** at 3:03 p.m.

The Special Meeting was **RECONVENED** at 3:11 p.m.

.....
The presentation also showcased departments responsible for promoting economic development and quality of life. Destination El Paso discussed investments in venue operations, destination marketing, water parks, and tourism initiatives designed to increase visitation and economic impact. The Economic and International Development Department presented strategies to attract new businesses, support small businesses, encourage redevelopment, and leverage public-private partnerships to diversify the tax base and create jobs. Environmental Services highlighted programs supporting waste collection, recycling, beautification, landfill operations, graffiti removal, air quality, and public education, with budget adjustments reflecting lower planned capital expenditures while continuing to provide reliable environmental services.

The workshop concluded with presentations from departments supporting the City's internal operations and emergency services. The Fire Department's proposed budget focuses on recruitment and retention, emergency response readiness, communications, community health, training, and facility improvements, with increased funding driven largely by collective bargaining agreements and operational costs. Human Resources emphasized recruitment, employee retention, learning and development, payroll, and benefits administration, and noted the separation of Risk Management into its own department to strengthen enterprise risk oversight and workplace safety. Information Technology presented investments in cybersecurity, public safety communications, technology infrastructure, contract management, and digital services. Internal Audit reaffirmed its role in promoting accountability, transparency, and efficient government operations through independent oversight and performance reviews. The International Bridges Department reinstated its continued commitment to optimize the effective use of financial resources while continuing to facilitate cross-border movements of people and goods, and provide motorists with parking services so they can have convenient parking spaces equipped with state-of-the-art technology

NO ACTION was taken on this item.

.....
Motion made by Representative Limón, seconded by Representative Fierro, and unanimously carried to **ADJOURN** the meeting at 5:03 p.m.

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

NAYS: None

.....
APPROVED AS TO CONTENT:

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
May 28, 2026
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:00 A.M.

.....
The City Council met at the above place and date. The meeting was called to order at 9:01 a.m. Mayor Renard Johnson was present and presiding. The following Council Members answered roll call: Alejandra Chávez, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Ivan Niño, and Art Fierro. Late arrivals: Lily Limón at 9:07 a.m., Chris Canales at 9:19 a.m., and Josh Acevedo at 9:21 a.m.

.....
AGENDA
.....

1. For presentation and discussion: FY 2026 - 2027 Budget as presented by the City Manager.

Department Budget Profiles

The second day of the budget workshop commenced with the continuation of the City departments' preliminary presentations for the Fiscal Year (FY) 2027 budget. Departments presented their proposed budgets, highlighted key operational priorities, outlined anticipated expenditures and funding needs, and responded to questions and feedback from the Mayor and City Council as part of the ongoing budget review process.

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

- Ms. Norma Martinez, Libraries Director
- Ms. Annabelle Casas, Municipal Court Director
- Mr. Ben Fyffe, Quality of Life Managing Director
- Ms. Mary Lou Espinoza, Capital Assets Manager
- Ms. Tammy Fonce, Public Affairs Officer
- Mr. Alex Hoffman, Capital Improvement Planning Assistant Director
- Ms. Margarita Marin, Comptroller
- Mr. Pablo Caballero, Parks and Recreation Director
- Mr. Kevin Smith, Planning and Inspections Deputy Director
- Police Chief Peter Pacillas
- Mr. Vinney Taneja, Public Health Director
- Ms. Claudia Garcia, Purchasing and Strategic Sourcing Director
- Mr. Ian Voglewede, Strategic and Legislative Affairs Director
- Mr. Randy Garcia, Streets and Maintenance Director
- Mr. Anthony Dekeyzer, Sun Metro Director
- Ms. Maria Pasillas, Tax Assessor and Collector

- Mr. Gary Lunsford, Zoo Director
- Ms. Julie Baldwin-Munoz, Chief Strategy Officer

The presentation outlined the preliminary FY 2027 budget proposals for a wide range of City of El Paso departments, highlighting each department's mission, proposed funding levels, major budget variances, key programs, and alignment with the City's Strategic Plan. Most departments reported budget increases primarily driven by salary adjustments, inflationary pressures, contractual obligations, and operational costs, while several also reflected staffing changes, grant fluctuations, or organizational restructuring. Throughout the presentation, departments emphasized responsible stewardship of public funds while maintaining or expanding services that support public safety, quality of life, economic mobility, infrastructure, and good governance.

Several departments presented initiatives focused on improving services and addressing community priorities. The Public Library highlighted literacy programs, Career Online High School, family programming, and services for young adults. Municipal Court emphasized expanded customer service, flexible payment options, court navigation, and improved technology. Museums and Cultural Affairs focused on educational programming, exhibitions, creative sector investments, and signature events, while Parks and Recreation outlined investments in parks, recreation centers, aquatics, sports, senior programming, and maintenance of public spaces. Planning & Inspections, Real Estate, Urban Planning & Design, and Strategic Communications concentrated on streamlining permitting, improving property management, increasing housing opportunities, strengthening public engagement, and enhancing communication with residents.

.....
The Special City Council meeting **RECESSED** at 11:00 a.m. for a break.

The Special City Council meeting **RECONVENED** at 11:10 a.m.

.....
The presentation also highlighted significant investments in essential public services and core government operations. The Police Department, Public Health Department, Streets & Maintenance, Sun Metro, Office of the Comptroller, Purchasing & Strategic Sourcing, Tax Office, Zoo, Strategic & Legislative Affairs, and the City Manager's Office each outlined initiatives to improve operational efficiency, financial accountability, infrastructure maintenance, public transportation, emergency response, health services, procurement, tax administration, conservation, legislative advocacy, and strategic planning. Across all departments, the proposed FY 2027 budget emphasized measurable performance outcomes, modernization of operations, data-driven decision-making, and continued delivery of high-quality services while aligning departmental goals with the City's long-term strategic priorities.

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

The following City staff members commented and were also available to respond to questions posed by Council members:

- Ms. Dionne Mack, City Manager
- Mr. Sasho Andonoski, Office of Management and Budget Director
- Ms. Carolyn Patrick, Chief Information Officer
- Mr. Robert Cortinas, Chief Financial Officer
- Ms. Nicole Cote, Deputy City Manager

Motion made by Representative Niño, seconded by Representative Boyar Trejo, and carried to **DIRECT** the City Manager to conduct a further citywide operational efficiency review focused on materials and supplies, outside contracts, and professional services expenditures as part of the FY2027 budget evaluation process, including analyzing and seeking opportunities for reasonable operational cost savings, while maintaining essential frontline city services.

AYES: Representatives Chávez, Acevedo, Boyar Trejo, Niño, and Limón

NAYS: Representatives Maldonado-Rocha, Fierro, and Canales

.....
Motion made by Representative Limón, seconded by Representative Fierro, and unanimously carried to **ADJOURN** the meeting at 1:07 p.m.

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

NAYS: None

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 26-0054, **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



Legislation Text

File #: 26-0854, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 7

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

Capital Improvement Department, Margaret Schroeder, (915) 240-3384

AGENDA LANGUAGE:

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

A Resolution that the City Council hereby authorizes the City Manager, or designee, to sign an Advance Funding Agreement between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation for the project generally described as New Haven Dr. Crossing (DOT#741228V) to upgrade from passive railroad warning devices to active railroad warning devices and install new signs, pavement markings, approach transitions and other item. The City agrees to maintain pavement markings and advance warning signs under its jurisdiction as well as trim and maintain trees and vegetation under its jurisdiction along the roadway approaches.



City of El Paso Agenda Summary Form

City Clerk

Submitted On:

Jul 7, 2026, 10:01AM EDT

Add Image	
Department / Council Office	Capital Improvement Department
Agenda Date	July 21, 2026
Public Hearing Date	
Email of User Submitting Form	rodriguezj2@elpasotexas.gov
Contact Person	Joaquin Rodriguez 915-212-0065
2nd Contact Person	Margaret Schroeder 915-240-3384
District(s) Affected	District 7
Agenda Item	A resolution that the City Council hereby authorizes the City Manager, or designee, to sign an Advance Funding Agreement between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation for the project generally described as New Haven Dr Crossing (DOT#741228V) to upgrade from passive railroad warning devices to active railroad warning devices and install new signs, pavement markings, approach transitions and other item. The City agrees to maintain pavement markings and advance warning signs under its jurisdiction as well as trim and maintain trees and vegetation under its jurisdiction along the roadway approaches.
Issue Statement	This item is to execute an Advance Funding Agreement with the Texas Department of Transportation (TxDOT) to upgrade from passive railroad warning devices (static, non-electronic signs) to active railroad warning devices along with new signs, pavement markings, approach transitions. The City agrees to maintain the signs and pavement markings.
Background	As part of this project, the passive railroad warning devices will be upgraded to active railroad warning devices. The active railroad warning devices include flashing lights with gates and constant warning technology to detect approaching trains. The Railroad, or its Contractor, will install a new concrete crossing surface, new signs, pavement markings, and advance warning signs. In consideration for these improvements, the City agrees to maintain the pavement markings and signs as well as to trim and maintain the trees along the roadway approaches for adequate visibility of the crossing signals and advance warning signs.
Council Options	1. Approve the resolution

Committee Review and/or Recommendation	N/A
Community and Stakeholder Outreach (if applicable, as an attachment) – please include	N/A
Related City Policies	N/A
Prior Council Action	N/A
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	N/A
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Margaret Schroeder 9152403384 schroedermk@elpasotexas.gov

RESOLUTION

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

That the City Council hereby authorizes the City Manager, or designee, to sign an Advance Funding Agreement between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation for the project generally described as New Haven Dr Crossing (DOT#741228V) to upgrade from passive railroad warning devices to active railroad warning devices and install new signs, pavement markings, approach transitions and other item. The City agrees to maintain pavement markings and advance warning signs under its jurisdiction as well as trim and maintain trees and vegetation under its jurisdiction along the roadway approaches.

APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Mona Heydarian
Mona Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

Joaquín Rodríguez
Joaquín Rodríguez, AICP
CID Grant Funded Programs Director

CCSJ #		0924-06-673	
AFA CSJs		0924-06-673	
District #	24	AFA ID	Z00012630
Code Chart 64 #		13400	
Project Name		New Haven Dr. Crossing (DOT#741228V)	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR
LOCAL GOVERNMENT MAINTENANCE OF
RAILROAD CROSSING APPROACHES
(OFF-SYSTEM)**

THIS AGREEMENT is made by and between the State of Texas (“State”), acting by and through the Texas Department of Transportation (“**TxDOT**”), and the City of El Paso, acting by and through its duly authorized officials (“**Local Government**”).

WITNESSETH

WHEREAS, 23 U.S.C. § 302 provides that a state desiring to avail itself of the provisions of Title 23 of the United States Code shall have a department of transportation with adequate powers to discharge to the duties required by Title 23.; and,

WHEREAS, 23 U.S.C. § 106 and the Stewardship and Oversight Agreement between the Federal Highway Administration (“**FHWA**”) and TxDOT provide that TxDOT must provide adequate oversight of any sub-recipients.; and,

WHEREAS, 23 U.S.C. § 130 (“**Section 130**”) provides for the federal funding of construction of projects for the elimination of hazards of railway-highway crossings; and,

WHEREAS, TxDOT has identified Union Pacific Railroad (“**Railroad**”) highway-rail grade crossing DOT# 741228V in the City of El Paso, that is located as shown in Attachment A; and

WHEREAS, TxDOT has initiated a **Section 130 project** with the Railroad to bring the highway-grade crossing into compliance with federal, state, and industry regulatory standards; and

WHEREAS, Transportation Code, §201.209 allows TxDOT to enter into an agreement with the Local Government; and,

WHEREAS, providing adequate oversight, as it relates to a **Section 130 project**, requires TxDOT to gain a commitment from the Local Government that it will maintain signs and pavement markings installed or upgraded on a Local Government facility as part of a **Section 130 project**; and,

WHEREAS, the Local Government desires a **Section 130 project** within its jurisdiction consisting of upgrade from passive railroad warning devices to active railroad warning devices (“**Section 130 Project**”) and understands that the **Section 130 Project** will upgrade or install new signs, pavement markings, approach transitions, and other items as listed in Attachment B, that the Local Government will be responsible for maintaining; and

CCSJ #		0924-06-673	
AFA CSJs		0924-06-673	
District #	24	AFA ID	Z00012630
Code Chart 64 #		13400	
Project Name		New Haven Dr. Crossing (DOT#741228V)	

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution, ordinance, or commissioners court order dated **{select date here.}**, which is attached to this agreement as Attachment C.

WHEREAS, TxDOT has determined that such participation is in the best interest of the citizens of the State;

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

AGREEMENT

1. Period of the Agreement

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect unless terminated as provided below.

2. Scope of Work

Upon completion of the **Section 130 Project**, the Local Government will fund and maintain the items as listed in Attachment B in accordance with applicable standards of the Local Government and in compliance with the TMUTCD.

3. Termination of this Agreement

This agreement shall remain in effect unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or

4. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

5. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

6. Compliance with Accessibility Standards

The Local Government shall ensure that maintenance is in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (“**TDLR**”) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

CCSJ #		0924-06-673	
AFA CSJs		0924-06-673	
District #	24	AFA ID	Z00012630
Code Chart 64 #		13400	
Project Name		New Haven Dr. Crossing (DOT#741228V)	

7. Notice

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

Local Government:	State:
City of El Paso	Director of Contract Services
ATTN: CID Director of Grant Funding Programs	Texas Department of Transportation
P.O Box 1890	125 E. 11 th Street
El Paso, Texas 79950-1890	Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

8. Legal Construction

This document does not convey any real property interests. In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

9. Responsibilities of the Parties

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

10. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

11. Sole Agreement

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

12. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of

CCSJ #		0924-06-673	
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the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

13. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CCSJ #		0924-06-673	
AFA CSJs		0924-06-673	
District #	24	AFA ID	Z00012630
Code Chart 64 #		13400	
Project Name		New Haven Dr. Crossing (DOT#741228V)	

Each party is signing this agreement on the date stated under that party's signature.

THE LOCAL GOVERNMENT

THE CITY OF EL PASO

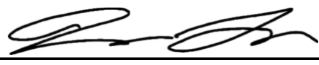
Signature

Typed or Printed Name

Typed or Printed Title

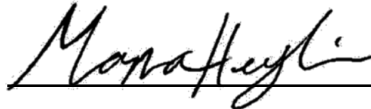
Date

APPROVED AS TO CONTENT:



Joaquin Rodriguez

APPROVED AS TO FORM:



Mona Heydarian,
Assistant City Attorney

THE STATE OF TEXAS

Signature

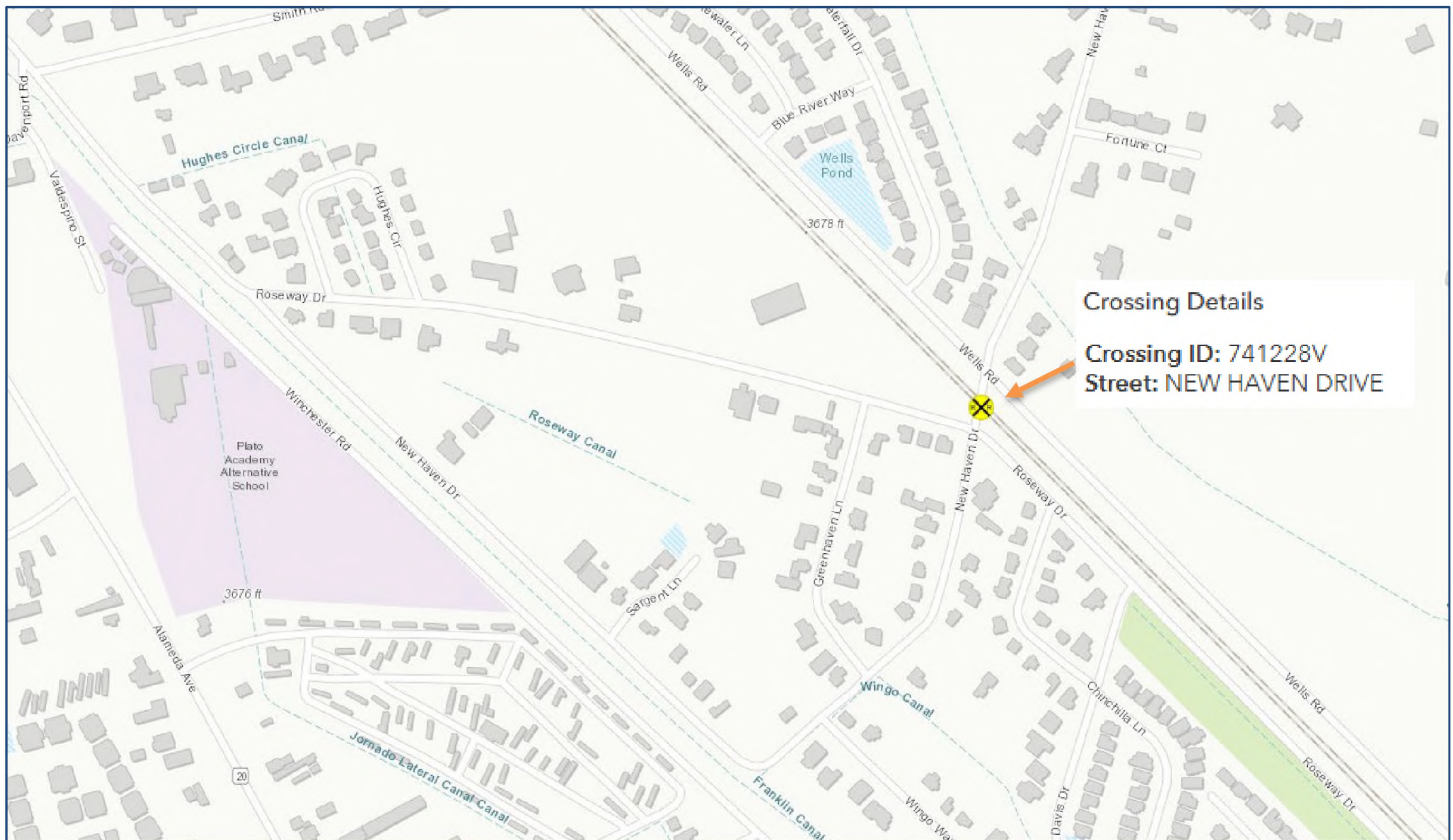
Typed or Printed Name

Typed or Printed Title

Date

CCSJ #		0924-06-673	
AFA CSJs		0924-06-673	
District #	24	AFA ID	Z00012630
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Project Name		New Haven Dr. Crossing (DOT#741228V)	

Attachment A LOCATION MAP SHOWING PROJECT



CCSJ #		0924-06-673	
AFA CSJs		0924-06-673	
District #	24	AFA ID	Z00012630
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Project Name		New Haven Dr Crossing (DOT#741228V)	

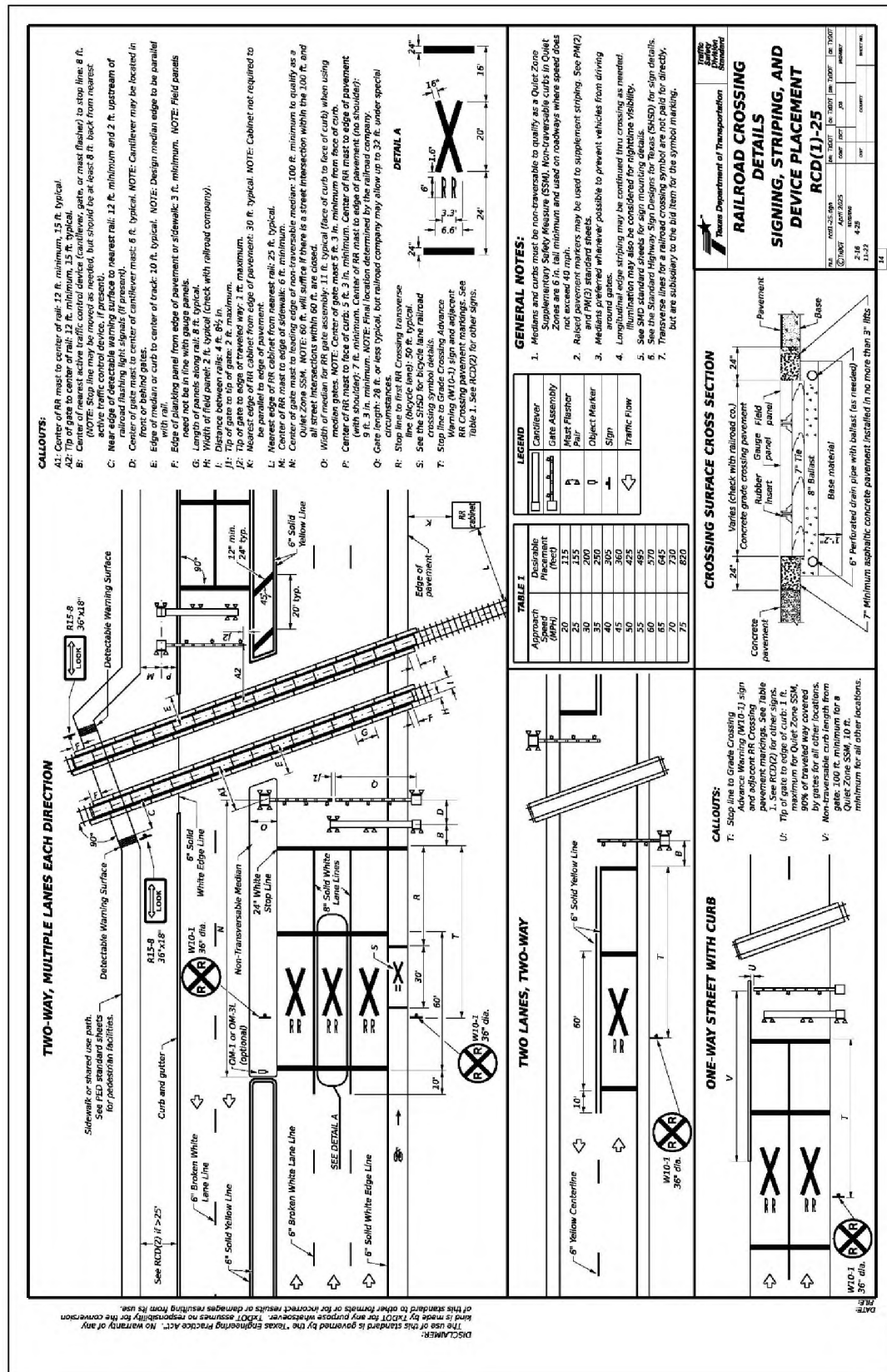
Attachment B SCOPE OF WORK (SOW)

- The Railroad or its Contractor shall remove the existing crossbucks and existing foundations.
- The Railroad or its Contractor shall install flashing lights with gates and bells.
- The Railroad or its Contractor shall install climate-controlled 8'x8' signal cabin with constant warning technology.
- The Railroad or its Contractor shall furnish, install and maintain crossbuck (R15-1) signs, number of track (R15-2P) signs when needed, emergency notification (ENS, I-13) signs, and sign mounting brackets.
- The Railroad or its Contractor shall coordinate utility relocation to accommodate the warning devices.
- The State or its Contractor will furnish, install and/or replace the appropriate pavement markings in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and the attached standard sheets.
- The State or its Contractor will furnish, install and/or replace the following signs in accordance with the TMUTCD and the Standard Highway Signs Design Manual (SHSD): (2) W10-1.
- The State will provide traffic control in accordance with the guidelines in the TMUTCD and the attached standard sheets for the installation of signage and/or pavement markings.
- The City shall maintain pavement markings and advance warning signs under their jurisdiction in accordance with the TMUTCD and as shown on the attached standard sheets.
- The City shall trim and maintain trees and vegetation under their jurisdiction along roadway approaches for adequate visibility of the crossing signals and advance warning signs as installed.

NOTE

The Railroad or its Contractor shall provide traffic control in accordance with the guidelines in the Texas Manual on Uniform Traffic Control Devices and the attached standard sheets for the installation or upgrade of railroad warning devices.

CCSJ #		0924-06-673	
AFA CSJs		0924-06-673	
District #	24	AFA ID	Z00012630
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Project Name		New Haven Dr Crossing (DOT#741228V)	



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District #	24	AFA ID	Z00012630
Code Chart 64 #		13400	
Project Name		New Haven Dr. Crossing (DOT# 741228V)	

Attachment C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER



Legislation Text

File #: 26-0855, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 8

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

Capital Improvement Department, Margaret Schroeder, (915) 240-3384

AGENDA LANGUAGE:

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

A Resolution that the City Council hereby authorizes the City Manager, or designee, to sign an Advance Funding Agreement between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation for the project generally described as Olive Ave. Crossing (DOT#741059K) to upgrade from passive railroad warning devices to active railroad warning devices and install new signs, pavement markings, approach transitions and other item. The City agrees to maintain pavement markings and advance warning signs under its jurisdiction as well as trim and maintain trees and vegetation under its jurisdiction along the roadway approaches.



City of El Paso Agenda Summary Form

City Clerk

Submitted On:

Jul 7, 2026, 10:10AM EDT

Add Image	
Department / Council Office	Capital Improvement Department
Agenda Date	July 21, 2026
Public Hearing Date	
Email of User Submitting Form	schroedermk@elpasotexas.gov
Contact Person	Joaquin Rodriguez 915-212-0065
2nd Contact Person	Margaret Schroeder 915-240-3384
District(s) Affected	District 8
Agenda Item	A resolution that the City Council hereby authorizes the City Manager, or designee, to sign an Advance Funding Agreement between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation for the project generally described as Olive Ave. Crossing (DOT#741059K) to upgrade from passive railroad warning devices to active railroad warning devices and install new signs, pavement markings, approach transitions and other item. The City agrees to maintain pavement markings and advance warning signs under its jurisdiction as well as trim and maintain trees and vegetation under its jurisdiction along the roadway approaches.
Issue Statement	This item is to execute an Advance Funding Agreement with the Texas Department of Transportation (TxDOT) to upgrade from passive railroad warning devices (static, non-electronic signs) to active railroad warning devices along with new signs, pavement markings, approach transitions. The City agrees to maintain the signs and pavement markings.
Background	As part of this project, the passive railroad warning devices will be upgraded to active railroad warning devices. The active railroad warning devices include flashing lights with gates and constant warning technology to detect approaching trains. The Railroad, or its Contractor, will install a new concrete crossing surface, new signs, pavement markings, and advance warning signs. In consideration for these improvements, the City agrees to maintain the pavement markings and signs as well as to trim and maintain the trees along the roadway approaches for adequate visibility of the crossing signals and advance warning signs.
Council Options	1. Approve the Resolution

Committee Review and/or Recommendation	N/A
Community and Stakeholder Outreach (if applicable, as an attachment) – please include	N/A
Related City Policies	N/A
Prior Council Action	N/A
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	N/A
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Margaret Schroeder schroedermk@elpasotexas.gov 915-240-3384

RESOLUTION

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

That the City Council hereby authorizes the City Manager, or designee, to sign an Advance Funding Agreement between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation for the project generally described as Olive Ave. Crossing (DOT#741059K) to upgrade from passive railroad warning devices to active railroad warning devices and install new signs, pavement markings, approach transitions and other item. The City agrees to maintain pavement markings and advance warning signs under its jurisdiction as well as trim and maintain trees and vegetation under its jurisdiction along the roadway approaches.

APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

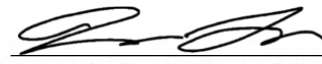
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Mona Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:



Joaquín Rodríguez, AICP
CID Grant Funded Programs Director

CCSJ #		0924-06-674	
AFA CSJs		0924-06-674	
District #	24	AFA ID	Z00012629
Code Chart 64 #		13400	
Project Name		Olive Ave Crossing (DOT#741059K)	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR
LOCAL GOVERNMENT MAINTENANCE OF
RAILROAD CROSSING APPROACHES
(OFF-SYSTEM)**

THIS AGREEMENT is made by and between the State of Texas (“State”), acting by and through the Texas Department of Transportation (“**TxDOT**”), and the City of El Paso, acting by and through its duly authorized officials (“**Local Government**”).

WITNESSETH

WHEREAS, 23 U.S.C. § 302 provides that a state desiring to avail itself of the provisions of Title 23 of the United States Code shall have a department of transportation with adequate powers to discharge to the duties required by Title 23.; and,

WHEREAS, 23 U.S.C. § 106 and the Stewardship and Oversight Agreement between the Federal Highway Administration (“**FHWA**”) and TxDOT provide that TxDOT must provide adequate oversight of any sub-recipients.; and,

WHEREAS, 23 U.S.C. § 130 (“**Section 130**”) provides for the federal funding of construction of projects for the elimination of hazards of railway-highway crossings; and,

WHEREAS, TxDOT has identified Union Pacific Railroad (“**Railroad**”) highway-rail grade crossing DOT# 741059K crossing Olive Avenue in the City of El Paso, that is located as shown in Attachment A; and

WHEREAS, TxDOT has initiated a **Section 130 project** with the Railroad to bring the highway-grade crossing into compliance with federal, state, and industry regulatory standards; and

WHEREAS, Transportation Code, §201.209 allows TxDOT to enter into an agreement with the Local Government; and,

WHEREAS, providing adequate oversight, as it relates to a **Section 130 project**, requires TxDOT to gain a commitment from the Local Government that it will maintain signs and pavement markings installed or upgraded on a Local Government facility as part of a **Section 130 project**; and,

WHEREAS, the Local Government desires a **Section 130 project** within its jurisdiction consisting of upgrade from passive railroad warning devices to active railroad warning devices (“**Section 130 Project**”) and understands that the **Section 130 Project** will upgrade or install new signs, pavement markings, approach transitions, and other items as listed in Attachment B, that the Local Government will be responsible for maintaining; and

CCSJ #		0924-06-674	
AFA CSJs		0924-06-674	
District #	24	AFA ID	Z00012629
Code Chart 64 #		13400	
Project Name		Olive Ave Crossing (DOT#741059K)	

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution, ordinance, or commissioners court order dated {select date here.}, which is attached to this agreement as Attachment C.

WHEREAS, TxDOT has determined that such participation is in the best interest of the citizens of the State;

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

AGREEMENT

1. Period of the Agreement

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect unless terminated as provided below.

2. Scope of Work

Upon completion of the **Section 130 Project**, the Local Government will fund and maintain the items as listed in Attachment B in accordance with applicable standards of the Local Government and in compliance with the TMUTCD.

3. Termination of this Agreement

This agreement shall remain in effect unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or

4. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

5. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

6. Compliance with Accessibility Standards

The Local Government shall ensure that maintenance is in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (“**TDLR**”) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

CCSJ #		0924-06-674	
AFA CSJs		0924-06-674	
District #	24	AFA ID	Z00012629
Code Chart 64 #		13400	
Project Name		Olive Ave Crossing (DOT#741059K)	

7. Notice

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

Local Government:	State:
City of El Paso	Director of Contract Services
ATTN: CID Director of Grant Funding Programs	Texas Department of Transportation
P.O Box 1890	125 E. 11 th Street
El Paso, Texas 79950-1890	Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

8. Legal Construction

This document does not convey any real property interests. In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

9. Responsibilities of the Parties

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

10. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

11. Sole Agreement

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

12. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an

CCSJ #		0924-06-674	
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audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

13. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CCSJ #		0924-06-674	
AFA CSJs		0924-06-674	
District #	24	AFA ID	Z00012629
Code Chart 64 #		13400	
Project Name		Olive Ave Crossing (DOT#741059K)	

Each party is signing this agreement on the date stated under that party’s signature.

THE LOCAL GOVERNMENT

THE CITY OF EL PASO

Signature

Typed or Printed Name

Typed or Printed Title

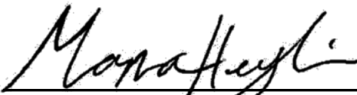
Date

APPROVED AS TO CONTENT:



Joaquin Rodriguez

APPROVED AS TO FORM:



Mona Heydarian,
Assistant City Attorney

THE STATE OF TEXAS

Signature

Typed or Printed Name

Typed or Printed Title

Date

CCSJ #		0924-06-674	
AFA CSJs		0924-06-674	
District #	24	AFA ID	Z00012629
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Attachment A LOCATION MAP SHOWING PROJECT



CCSJ #		0924-06-0674	
AFA CSJs		0924-06-0674	
District #	24	AFA ID	Z00012629
Code Chart 64 #		13400	
Project Name		Olive Ave. Crossing (DOT#741059K)	

Attachment B SCOPE OF WORK (SOW)

- The Railroad or its Contractor shall remove the existing crossbucks and dispose of foundations.
- The Railroad or its Contractor shall install flashing lights with gates.
- The Railroad or its Contractor shall install climate-controlled signal cabin with constant warning technology.
- The Railroad or its Contractor shall install a new 24' concrete crossing surface.
- The Railroad or its Contractor shall furnish, install and maintain crossbuck (R15-1) signs, number of track (R15-2P) signs when needed, emergency notification (ENS, I-13) signs, and sign mounting brackets.
- The City agrees to maintain pavement markings and advance warning signs under their jurisdiction in accordance with the TMUTCD and as shown on the attached standard sheets.
- The City agrees to trim and maintain trees and vegetation along roadway approaches within their jurisdiction for adequate visibility of the crossing signals and advance warning signs as installed.

NOTES

The Railroad or its Contractor shall provide traffic control in accordance with the guidelines in the Texas Manual on Uniform Traffic Control Devices and the attached standard sheets for the installation or upgrade of railroad warning devices.

The Railroad or its Contractor shall provide traffic control in accordance with the guidelines in the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and the attached standard sheets for the installation of the railroad crossing surface.

CCSJ #		0924-06-0674	
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District #	24	AFA ID	Z00012629
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GENERAL NOTES:

1. Railroad company to provide active traffic control devices, Grade Crossing (Crossbuck) (R15-1), Number of Tracks (R15-2/9) plaque (if more than 1 track), and Emergency Modification (E12-1) signs.
2. Low Ground Clearance Grade Crossing (W10-3) signs may be relocated further from the crossing if the railroad company agrees to the modification.
3. Grade Crossing and Intersection Advance Warning (W10-2) signs may be modified as needed to fit roadway geometry.
4. Table 1 placement distances may vary per the Placement of Warning Signs section of the MUTCD.
5. See Table 1 to determine placement of Stop Ahead (W3-1) and Yield Ahead (W3-2) signs unless shown otherwise.
6. DO NOT STOP ON TRACKS (R8-8) signs are installed when potential for vehicles stopped on tracks is determined by a qualified engineer. Install the sign so that it is visible from the front view of the road.
7. See the Standard Highway Sign Designs for Texas (SHSD) for sign and pavement marking details.

Approach Speed (MPH)	Desirable Placement (ft)
20	215
25	235
30	250
35	260
40	280
45	300
50	320
55	340
60	360
65	380
70	400
75	420

PASSIVE CROSSING

1. A STOP or YIELD sign may also be installed to the left of the crossbuck sign, rather than below it.

2. A 2 in. white reflective sheet shall be placed on front and back of crossbuck sign.

3. See the Crossbuck Assembly with YIELD or STOP Signs at Passive Grade Crossings section of the MUTCD for details about sign mounting arrangements.

GRADE CROSSING NEAR A PARALLEL STREET

NOTE: This design shows a four-way stop scenario only. Other signs may be substituted for traffic signal or other traffic control scenarios. This note also applies to T-intersection design below.

PATHWAY CROSSING

1. A shared use path is considered a separate pathway crossing when more than 25 ft. from traveled way of adjacent roadway.

2. See the Design of Bicycle Signs section within the MUTCD for sign details.

TWO-WAY

TWO-WAY WITH MEDIAN

Minimum 7' median width to support sign

ONE-WAY

T-INTERSECTION

NOTE: Railroad crossing pavement markings and signs should be placed between near edge of intersection and near rail. Is less than 100 ft. Grade Crossing and Intersection Advance Warning (W10-2) signs should only be installed on roadway parallel with rail in this case.

TWO ADJACENT CROSSINGS

NOTE: Separate active traffic control devices, railroad crossing pavement markings, and adjacent signs required when tracks are more than 100 ft. apart.

IF NEEDED

IF NEEDED

IF NEEDED

IF NEEDED

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CCSJ #		0924-06-674	
AFA CSJs		0924-06-674	
District #	24	AFA ID	Z00012629
Code Chart 64 #		13400	
Project Name		Olive Ave Crossing (DOT#741059K)	

Attachment C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER



Legislation Text

File #: 26-0825, 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

Public Health, Sara Cera, (915) 212-6503

AGENDA LANGUAGE:

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

A Resolution that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and City of Socorro, 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 Socorro, for which City of Socorro shall pay to the City of El Paso an annual amount of THREE HUNDRED SIXTY-SIX THOUSAND EIGHTEEN DOLLARS AND NO/100 (\$366,018.00)



City of El Paso Agenda Summary Form

City Clerk

Submitted On:

Jul 13, 2026, 10:28AM EDT

REVISED

8:49 am, Jul 13, 2026

Add Image	
Department / Council Office	Public Health
Agenda Date	July 21, 2026
Public Hearing Date	
Email of User Submitting Form	LuceroRL@elpasotexas.gov
Contact Person	Veerinder Taneja 915-212-6500
2nd Contact Person	Sara Cera 915-212-6503
District(s) Affected	All Districts
Agenda Item	A Resolution that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and City of Socorro, 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 Socorro, for which City of Socorro shall pay to the City of El Paso an annual amount of THREE HUNDRED SIXTY-SIX THOUSAND EIGHTEEN DOLLARS AND NO/100 (\$366,018.00)
Issue Statement	This is the Interlocal Agreement approved each year between the City of El Paso (including the Department of Health, Environmental Services Department and Code Enforcement Department) and Socorro, Texas, allowing the City to provide services to Socorro, Texas for a yearly fee. This Agreement will run from September 1, 2025, to August 31, 2026, and will then renew automatically each year.
Background	This Interlocal has been entered into annually to provide services to municipalities outside of the City but within the County of El Paso. This new agreement has been set to auto-renew, so we will not need to create and approve a new agreement annually going forward.
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 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	City Council has approved this Interlocal Agreement annually.
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	The services provided by the City are funded by the annual fee paid by the municipalities.
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

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 Socorro, 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 Socorro, for which City of Socorro shall pay to the City of El Paso an annual amount of THREE HUNDRED SIXTY-SIX THOUSAND EIGHTEEN DOLLARS AND NO/100 (\$366,018.00)

APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Mona Heydarian
Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

Veerinder Taneja
Veerinder Taneja, Director
Department of Public Health

APPROVED AS TO FORM:

Joyce Garcia
Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:

Nicholas H. Ybarra
Nicholas Ybarra, Director
Environmental Services Department

APPROVED AS TO FORM:

Eric Gutierrez
Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Arthur S. Alvarado
Steve Alvarado, Director
Code Enforcement

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into on the last listed approved date below between the CITY OF EL PASO, TEXAS (“City of El Paso”, “Party”) and City of Socorro, TEXAS (“City of Socorro”, “Party”), and collectively known as (“Parties”), by and through its duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

WHEREAS, the City of El Paso and City of Socorro, are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, this Agreement is for interlocal cooperation for the City of El Paso to provide certain services to City of Socorro, and is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

WHEREAS, City of Socorro desires to have the City of El Paso’s appointed health authority serve as City of Socorro’s health authority; and

WHEREAS, City of Socorro will make available and/or transfer to the City of El Paso certain information, in conjunction with goods or services that are being provided by the City of El Paso to City of Socorro, which is confidential and must be afforded special treatment and protection; and

WHEREAS, the City of El Paso will also have access to and/or receive from City of Socorro certain information that can be used or disclosed only in accordance with this Agreement, the Texas Medical Records Privacy Act and the HHS Privacy Regulations; and

WHEREAS, the City of El Paso will include City of Socorro in public health research projects, to examine health conditions in City of Socorro, when funded by the State of Texas or the federal government and when research protocols are indicated for areas beyond the urban borders of the City of El Paso.

FOR THESE REASONS, and in consideration of the mutual promises contained in this Agreement, City of Socorro and the City of El Paso mutually agree as follows:

1. SCOPE OF SERVICES.

1.1 The City of El Paso shall perform the following services by and through its Department of Public Health, Department of Environmental Services, and Code Enforcement Department under the terms and conditions hereinafter stated, and City of Socorro hereby accepts and agrees to the following terms and conditions:

1.1.1 The City of El Paso will issue permits and provide inspection services of food establishments at a frequency and in accordance with recommended protocols as established by the Texas Department of State Health Services (DSHS). The City of El Paso will provide enforcement of applicable State laws and regulations as appropriate to help reduce the risk of foodborne illnesses in said establishments. Appropriate and customary fees will be charged to the establishments, as permitted by law.

1.1.1.1 The City of El Paso will provide food handler and food manager training in accordance with the Texas Food Establishment Rules found at 25 TAC 228.

1.1.2 The City of El Paso will provide public health related complaint investigation/enforcement services as determined to be appropriate by City of El Paso staff for those conditions that violate the Texas Health and Safety Code and applicable City of Socorro ordinances.

1.1.3 The City of El Paso will provide communicable disease investigation services for the purpose of tracking communicable diseases and helping to reduce transmission in accordance with appropriate epidemiological intervention. Services will be provided in a manner and at a frequency that is consistent with standard public health practices.

1.1.4 The City of El Paso will provide immunization services to residents of City of Socorro to include but not be limited to adult, adolescent and childhood immunizations as recommended by the Texas DSHS. Appropriate and customary fees will be charged to those receiving these services.

1.1.5 The City of El Paso will provide tuberculosis and sexually transmitted disease control services to residents of City of Socorro. Services may

include testing, treatment and investigation of contacts, as appropriate. Appropriate and customary fees will be charged to those receiving these services.

- 1.1.6 The City of El Paso will provide Women, Infants and Children (WIC) Nutrition services to residents of City of Socorro in accordance with Texas DSHS requirements. Services may include medical health assessment, nutrition, breast-feeding promotion, social service referral, and food benefit issuances, as appropriate.
- 1.1.7 The City of El Paso will provide pediatric dental services to residents living in City of Socorro in accordance with Texas Title V requirements and in accordance with Texas Medicaid waiver guidelines.
- 1.1.8 The City of El Paso will provide informational programs including but not limited to injury prevention, asthma, diabetes, abstinence, maturation/puberty, and tobacco use prevention. These services are generally provided to City of Socorro's residents at local school facilities through the City of El Paso's Health Education Program.
- 1.1.9 The City of El Paso will provide mosquito control services, including but not limited to, collecting and identifying mosquito species, larviciding, adulticiding, providing enforcement of violations that create mosquito harborage as appropriate, tracking of vector-borne disease, and educating the public regarding disease prevention strategies.
- 1.1.10 The City of El Paso will include the jurisdictional areas of City of Socorro within its programs and services for the purpose of the enhancement of the air quality, to include but not be limited to, routine ambient air monitoring, analysis of gasoline samples to ensure compliance with oxygen content, and investigation and enforcement of air-related nuisances and other requirements as set forth by the Texas Commission on Environmental Quality and/or the United States Environmental Protection Agency as appropriate.

- 1.2 The City of El Paso agrees that in accordance with the provisions of any and all grants from federal and state agencies that are awarded on a county-wide basis, the City of El Paso will provide services in the jurisdictional areas of the City of Socorro as required under these grant provisions. Provided, however, nothing in this Agreement shall obligate the City of El Paso to perform services if the grant funds relating to a particular grant are not currently being paid to the City of El Paso, and, in any such instances, the City of El Paso shall give written notice to City of Socorro that the City of El Paso is not providing the particular services for the reason that it has not received funding under the applicable grant.
- 1.3 To the extent allowed by law, City of Socorro agrees to pass all ordinances and resolutions necessary to give the City of El Paso and City of El Paso personnel jurisdiction to provide public health, environmental, and code enforcement functions in City of Socorro pursuant to the terms of this Agreement, including its extraterritorial jurisdiction, if any, where the providing of public health and other services is authorized by law, and including the power to issue citations and notices of violations for violations of any ordinances pertaining to the protection of the public health and that pertain to services the City of El Paso agrees to render in accordance with the terms of this Agreement.
- 1.4 The City of El Paso agrees that it will file citations, complaints and violations occurring within the territorial limits of City of Socorro through City of Socorro Municipal Court. It is agreed that the appropriate personnel from the City of El Paso will be administratively directed to be present at such times as court sessions are set and cases involving the City of El Paso are on the court's docket, without the necessity for the issuance of a subpoena. City of Socorro Municipal Court will provide reasonable notice of any case settings to the City of El Paso.
- 1.5 The City of El Paso will provide necessary training for employees utilized in providing services under this Agreement, as may be required by law or determined to be appropriate by the City of El Paso, and shall require all such personnel to maintain all required licenses and certifications in accordance with State and Federal laws.

- 1.6 Nothing within the terms of this Agreement shall require the City of El Paso to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.
 - 1.7 The City of El Paso agrees that it will keep accurate records of all services provided to City of Socorro pursuant to this Agreement as part of its routine data collection processes and shall report such activities in its standardized records format to City of Socorro officials, as requested. However, the City of El Paso will not be required to furnish copies of any reports that are maintained on the City of El Paso's website and available to City of Socorro from the website.
 - 1.8 On or before July 31st of every year, the City of El Paso shall provide to City of Socorro an initial projection based on the City Manager's filed proposed budget of City of Socorro's potential costs for a new Interlocal Agreement that, if agreed upon, would be effective September 1st of that year. The provision of this initial projection of potential costs will be used solely for the purposes of facilitating the budgeting process for the City of Socorro for its yearly budget.
 - 1.9 It is understood and agreed between the Parties that any portion of this Agreement providing for the delivery of public health services for which City of Socorro does not grant legal authority shall be null and void and of no force and effect, and the City of El Paso shall not be obligated to provide those services.
2. **LOCATION OF PERFORMANCE.** The place where most services are to be performed is in City of Socorro, Texas, and any extraterritorial jurisdiction thereof where the City of El Paso may lawfully provide public health and environmental services as delegated and authorized under this Interlocal Agreement (jurisdictional areas of City of Socorro). Certain health services involving medical testing, treatment and laboratory analysis shall be performed at City Department of Public Health locations within the City of El Paso.
3. **APPOINTMENT OF HEALTH AUTHORITY.** The Parties agree that the individual appointed to serve as health authority for the City of El Paso will serve as the health authority for City of Socorro, in accordance with Section 121.028(c), Texas Health and Safety Code.
4. **TIMES OF PERFORMANCE.** The City of El Paso shall commence the provision of its services on the 1st day of September of every year, and shall terminate on the 31st day of August

of every year, during the term of the Agreement, regardless of the date of execution of this Agreement.

- 4.1 This Agreement will be for a term of one year and will automatically renew for a term of one year, each year, unless the Parties execute a new agreement by August 31st for the next year of performance or unless either Party terminates this Agreement within 30 days after the beginning of the next fiscal year. If the Agreement is automatically renewed, the rate for service shall be as set forth in Schedule C of the annual budget as approved by City Council for the respective fiscal year as well as in Appendix A. The City shall update Appendix A every fiscal year. Any change to the rate for service reflected by the City of El Paso's Schedule C, Appendix A shall be effective for the period beginning on September 1st of the next year of performance. All other terms and conditions of the Agreement shall remain in full force and effect. By way of example, the Parties agree that if the City of El Paso adopts Schedule C in August of 2025, and said Schedule C changes any rate for service covered by this Agreement, said rate change shall be effective beginning on September 1, 2025 through August 31, 2026. For each year that this Agreement will be automatically renewed, the City of El Paso shall notify the City of Socorro by August 1st of each year regarding proposed service rates set forth in Schedule C for the upcoming fiscal year. The Parties understand that any rate provided prior to the El Paso City Council's adoption of Schedule C is merely a guide which may or may not be changed once the El Paso City Council approves Schedule C which will contain the actual rate for service. If, prior to September 1st, the City of Socorro notifies the City of El Paso that the new rates are unacceptable, the Parties shall negotiate the new rates for the upcoming fiscal year by September 30th. This deadline may be extended by agreement of the Parties.

5. **COMPENSATION.**

- 5.1 The City of Socorro agrees to pay the amount not to exceed Three Hundred Sixty-Six Thousand Eighteen Dollars and NO/100 (\$ 366,018.00) for services rendered in accordance with this Agreement, excluding the services described in Section

4.1. Payments shall be made in equal quarterly installments, each in the amount of Ninety-One Thousand Five Hundred Four Dollars and 50/100 (\$91,504.50) with the first payment becoming due and payable on the 1st day of September each year or within 10 days after the date that City of Socorro signs this Agreement, whichever is later. The quarterly installment described in this Section 5.1 does not include the services described in Section 4.1. The Cost Model attached hereto as Appendix A identifies the total cost of services offered by the City of El Paso to City of Socorro pursuant to this Agreement. The City shall update Appendix A every fiscal year.

5.2 The Parties acknowledge that the funds paid by the City of Socorro pursuant to Section 5.1 above may not be sufficient in the event of an unexpected occurrence such as an outbreak, epidemic (i.e. Zika, cholera), or intervention of emerging or new diseases or public health threats (chemical or biological) in the jurisdictional areas of City of Socorro. The City of Socorro shall name a person to serve as a point of contact to discuss these types of threats, their intervention, and any additional costs that the City of Socorro will need to pay to defray the resulting expenses. Such contact person shall be designated and disclosed to the City of El Paso.

6. **PAYMENTS PURSUANT TO THIS AGREEMENT.** Payments submitted under this Agreement shall be made payable to the City of El Paso, Attn: Comptroller, PO Box 1890, El Paso, TX 79950-1890. In addition to the compensation provided for herein, the City of El Paso shall receive all proceeds received from inspection and permit fees collected in the City of Socorro. Such fees, when set or revised by City of Socorro and to the extent allowed by law, shall be set in the same amounts as the fees for the identical services or charges as made by the City of El Paso. All fees that City of Socorro collects for this purpose shall be paid to the City of El Paso on a quarterly basis, within thirty (30) days of the conclusion of the quarter. City of Socorro shall also provide the City of El Paso with a report indicating the amount of fees collected and the time period associated with such collection. In event that City of Socorro accrues an arrearage on payment, the City of El Paso Comptroller or any collection agency retained by the City to collect

delinquent accounts may add a collection fee of 21% to the account receivable if owing to the City for more than sixty (60) days, pursuant to the El Paso City Code, Ordinance 14700.

7. **LAW GOVERNING CONTRACT.** The governing law for this Agreement shall be the laws of the State of Texas. The venue shall be in City of Socorro, Texas.

7.1 *Authority of the City of El Paso.* City of Socorro expressly agrees that the City of El Paso shall have authority to enforce all laws and ordinances applicable to those services covered in this Agreement, within the incorporated city limits and extraterritorial jurisdiction of City of Socorro, Texas. City of Socorro further agrees that, in the absence of any conflicting city ordinance, the City of El Paso shall have authority to enforce the laws of the State of Texas and the City of Socorro applicable to services covered in this Agreement, within the incorporated city limits and extraterritorial jurisdiction of City of Socorro, Texas. City of Socorro shall provide certified copies of all City of Socorro, Texas Ordinances affecting public health and environmental regulation upon execution of this Agreement and as requested by the City of El Paso, and to provide copies of all such newly-adopted or amended ordinance within 10 days after adoption or amendment. Copies of such ordinances shall be sent to the Director of the City of El Paso Department of Public Health, Director of the City of El Paso Department of Environmental Services, and to the Director of the City of El Paso Code Enforcement Department, as applicable.

7.2 *Privileges and Immunities.* All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City of El Paso when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement. Each Party reserves, and does not waive, its rights of sovereign immunity and rights under the Texas Tort Claims Act.

7.3 *Governmental Function.* The Parties expressly agree that, in all things relating to this Agreement, the City of El Paso is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that

every act or omission of the City of El Paso, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.

7.4 *Exclusion of Incidental and Consequential Damages.* Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CITY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

7.5 *Intentional Risk Allocation.* Each of the Parties acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the Parties.

8. **HHS PRIVACY REGULATIONS.** The Health Insurance Portability and Accountability Act (HIPAA) *Standards for Privacy of Individually Identifiable Health Information* (Privacy Rule). See 45 CFR Part 160 and Subparts A and E of Part 164, requires that the City of El Paso offer assurances to City of Socorro that the City of El Paso will safeguard any protected health information received or created on behalf of City of Socorro. Pursuant to this requirement, the Parties further agree to the terms and conditions of the standard HIPAA Business Associate Agreement set forth in Appendix B and incorporated herein as if fully set forth.

City of Socorro continues its authorization for the City of El Paso to possess and maintain any protected health information received or created on behalf of City of Socorro and previously

possessed or maintained by the El Paso City-County Health and Environmental District, in accordance with the terms of the standard Business Associate Agreement set forth in Appendix B.

9. **TERMINATION.** This Agreement may be terminated in whole or in part by either Party upon sixty days written notice to the other Party at the following addresses, or at a new address as provided in writing to the nonmoving Party by a Party which has moved its physical location within thirty (30) days of said relocation without the necessity of amending this contract:

CITY OF EL PASO: City of El Paso
 Attn: City Manager
 P.O. Box 1890
 El Paso, Texas 79950-1890

CITY OF SOCORRO: City of Socorro
 Attn: Rudy Cruz Jr.
 124 S. Horizon Blvd.
 Socorro, Texas 79927

All payments by City of Socorro under this Agreement are payable only out of current City of Socorro revenues. In the event that funds relating to this Agreement do not become available, such as by City of Socorro City Council not appropriating the funds, City of Socorro shall have no future obligation to pay or perform any future services related herein to the City of El Paso for City of Socorro's fiscal year during which time such funding is not available or appropriated; however, all services that have been provided by the City of El Paso shall be paid in accordance with Sections 5 and 6 of this Agreement. Should City of Socorro experience a funding unavailability related to the services described in this Agreement, City of Socorro shall immediately provide written notification to the City of El Paso of such case and either Party may choose to terminate the Agreement subject to this Section 9. In the event that City of Socorro notifies the City of El Paso that City of Socorro is experiencing a funding unavailability related to this Agreement, the City of El Paso shall immediately cease providing the services described in this Agreement to City of Socorro except as required by related grant funding requirements to which the City of El Paso must adhere.

10. **INDEPENDENT CONTRACTORS.** The City of El Paso and City of Socorro are independent legal entities. Except to the extent required by section 437.009 of the Health and

Safety Code, nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City of El Paso nor City of Socorro nor any of their respective agents or employees shall control or have any right to control the activities of the other Party in carrying out the terms of this Agreement.

11. **SEVERABILITY**. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

12. **HEADINGS**. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

13. **ENTIRE AGREEMENT; AMENDMENTS**. This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties hereto. The Parties reserve the right to amend this Agreement in the event either Party should experience an unforeseen, significant impact to their respective budget allocated for the services addressed in this Agreement.

(Signature pages follow)

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 and City of Socorro.

APPROVED this _____ day of _____, 2026.

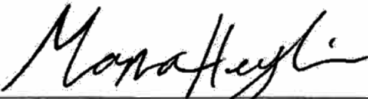
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:



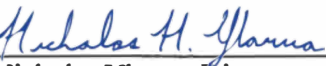
Veerinder Taneja, Director
Department of Public Health

APPROVED AS TO FORM:



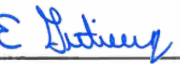
Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:



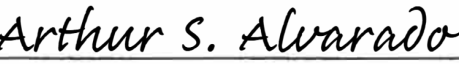
Nicholas Ybarra, Director
Environmental Services Department

APPROVED AS TO FORM:



Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Steve Alvarado, Director
Code Enforcement

(Signatures continue on the following page)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

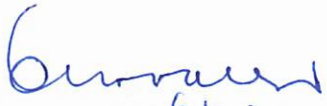
INTERLOCAL AGREEMENT

Signature page for City of Socorro, Interlocal Agreement between the City of El Paso and City of Socorro.

APPROVED this 7 day of May, 2026.



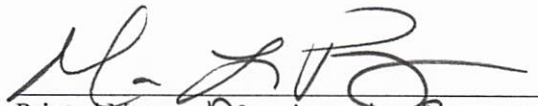
ATTEST:


Printed Name: Olivia Navarro
City Clerk, City of Socorro

CITY OF SOCORRO


Rudy Cruz Jr.
Mayor, City of Socorro

APPROVED AS TO FORM:


Printed Name: Monica L. Perez
Attorney, City of Socorro

APPENDIX A

Municipality									
Program	El Paso	Anthony	Clint	Horizon	Socorro	Vinton	County	San Elizario	Total Operational Cost
Administration	\$ 6,115,219.00	\$ 33,071.00	\$ 8,315.00	\$ 202,596.00	\$ 309,051.00	\$ 24,179.00	\$ 1,014,853.00	\$ 91,132.00	\$ 7,798,416.00
Administration (GF)	\$ 3,347,159.00	\$ 18,101.00	\$ 4,551.00	\$ 110,891.00	\$ 169,159.00	\$ 13,234.00	\$ 555,479.00	\$ 49,881.00	\$ 4,268,455.00
Administration Support Services(GF)	\$ 2,768,060.00	\$ 14,970.00	\$ 3,764.00	\$ 91,705.00	\$ 139,892.00	\$ 10,945.00	\$ 459,374.00	\$ 41,251.00	\$ 3,529,961.00
Percent of Total Cost	78.42%	0.42%	0.11%	2.60%	3.96%	0.31%	13.01%	1.17%	100.00%
Population	678,815	3,671	923	22,489	34,306	2,684	112,653	10,116	865,657
ESD Grand Total	\$ 240,237.00	\$ 1,299.00	\$ 327.00	\$ 7,959.00	\$ 12,141.00	\$ 950.00	\$ 39,869.00	\$ 3,580.00	\$ 306,362.00
Air Quality (per capita)	\$ 240,237.00	\$ 1,299.00	\$ 327.00	\$ 7,959.00	\$ 12,141.00	\$ 950.00	\$ 39,869.00	\$ 3,580.00	\$ 306,362.00
Code Enforcement Grand Total	\$ 886,980.00	\$ 4,797.00	\$ -	\$ -	\$ 44,826.00	\$ 3,507.00	\$ 147,199.00	\$ 13,218.00	\$ 1,100,527.00
Food Inspections	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Vector Control	\$ 886,980.00	\$ 4,797.00	\$ -	\$ -	\$ 44,826.00	\$ 3,507.00	\$ 147,199.00	\$ 13,218.00	\$ 1,100,527.00
GRAND TOTAL	\$ 7,242,436.00	\$ 39,167.00	\$ 8,642.00	\$ 210,555.00	\$ 366,018.00	\$ 28,636.00	\$ 1,201,921.00	\$ 107,930.00	\$ 9,205,305.00
PREVIOUS FEE	\$ 7,600,768.00	\$ 41,103.00	\$ 9,081.00	\$ 221,749.00	\$ 390,588.00	\$ 30,052.00	\$ 1,258,750.00	\$ 113,346.00	\$ 9,665,439.00
Variance FY2026	\$ (358,332.00)	\$ (1,936.00)	\$ (439.00)	\$ (11,194.00)	\$ (24,570.00)	\$ (1,416.00)	\$ (56,829.00)	\$ (5,416.00)	\$ (460,134.00)
% Change	-4.71%	-4.71%	-4.83%	-5.05%	-6.29%	-4.71%	-4.51%	-4.78%	-4.76%

APPENDIX B

STATE OF TEXAS)
)
COUNTY OF EL PASO)

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is entered into on _____, 2026, by the CITY OF EL PASO, TEXAS through the Department of Public Health (CITY), as the Covered Entity, and the City of Socorro, (BUSINESS ASSOCIATE) by and through their duly authorized officials, in order to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information (PHI) and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, as amended from time to time (statute and regulations hereafter collectively referred to as "HIPAA"). Covered Entity and Business Associate may be referred to herein individually as (Party) or collectively as (Parties).

RECITALS

WHEREAS, CITY has engaged BUSINESS ASSOCIATE to perform services or provide goods, or both; and

WHEREAS, CITY possesses individually identifiable health information that is defined in and protected under HIPAA, and is permitted to use or disclose such information only in accordance with HIPAA; and

WHEREAS, BUSINESS ASSOCIATE may receive such information from CITY, or create and receive such information on behalf of CITY, in order to perform certain of the services or provide certain of the goods, or both; and

WHEREAS, CITY wishes to ensure that BUSINESS ASSOCIATE will appropriately safeguard individually identifiable health information.

NOW THEREFORE, CITY and BUSINESS ASSOCIATE agree as follows:

A. HIPAA Terms

1. **Definitions.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear, or as provided in (l)(h) to this Section.

- a. **Agreement** shall refer to this document.

- b. **Business Associate** means the City of Socorro.
 - c. **HHS Privacy Regulations** shall mean the Code of Federal Regulations ("C.F.R.") at Title 45, Sections 160 and 164, in effect, or as amended.
 - d. **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term "individual" as defined in 45 C.F.R. 164.501.
 - e. **Information** shall mean any "health information" provided and/or made available by the CITY to BUSINESS ASSOCIATE, and has the same meaning as the term "health information" as defined by 45 C.F.R. 160.102.
 - f. **Parties** shall mean the CITY and BUSINESS ASSOCIATE.
 - g. **Secretary** shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.
 - h. **Catch-all definition:** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Part 160 and 164, in effect, or as amended: breach, data aggregation, designated record set, disclosure, health care operations, protected health information, required by law, subcontractor, and use.
2. **Limits on Use and Disclosure Established by Terms of Agreement.** BUSINESS ASSOCIATE hereby agrees that it shall be prohibited from using or disclosing the Information provided or made available by the CITY for any other purpose other than as expressly permitted or required by this Agreement (ref 45 C.F.R. 164.504(e)(2)(i).)
3. **Stated Purposes for which BUSINESS ASSOCIATE May Use or Disclose Information.** The Parties hereby agree that BUSINESS ASSOCIATE shall be permitted to use and/or disclose Information provided or made available from CITY for the following stated purposes: To provide public health, research, and related support services (service) to the community of the CITY for the mutual benefit and general welfare of BUSINESS ASSOCIATE and the CITY (ref 45 C.F.R. 164.504(e)(2)(i); 65 Fed. Reg. 82505.)

4. **Use of Information for Management, Administrative and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to use Information if necessary for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE. (ref 45 C.F.R. 164.504(e)(4)(i)(A-B)).
5. **Disclosure of Information for Management, Administration and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to disclose Information received from CITY for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE, provided:
 - a. The disclosure is required by law; or
 - b. The BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the information has been breached. (ref 45 C.F.R. 164.504(e)(4)(ii)).
6. **Data Aggregation Services.** BUSINESS ASSOCIATE is also permitted to use or disclose Information to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of CITY. (ref 45 C.F.R. 164.504(e)(2)(i)(B)).
7. **BUSINESS ASSOCIATE OBLIGATIONS:**
 - a. **Limits on Use and Further Disclosure Established by Agreement and Law.** BUSINESS ASSOCIATE hereby agrees that the Information provided or made available by the CITY shall not be further used or disclosed other than as permitted or required by the Agreement or as required by federal law. (ref 45 C.F.R. 164.504(e)(2)(ii)(A)).
 - b. **Appropriate Safeguards.** BUSINESS ASSOCIATE will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for by this Agreement. (ref 45 C.F.R. 164.504(e)(2)(ii)(B)).
 - c. **Reports of Improper Use or Disclosure.** BUSINESS ASSOCIATE hereby agrees that it shall report to CITY **within**

five (5) days of discovery any use or disclosure of Information not provided for or allowed by this Agreement. (ref 45 C.F.R. 164.504(e)(2)(ii)(C)).

- d. **Subcontractors and Agents.** BUSINESS ASSOCIATE hereby agrees that any time Information is provided or made available to any subcontractors or agents, BUSINESS ASSOCIATE must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of Information as contained in this Agreement. (ref 45 C.F.R. 164.504(e)(2)(ii)(D)).
 - (i) **45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2).** In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, BUSINESS ASSOCIATE agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree in writing to the same restrictions and conditions that apply through this Agreement to BUSINESS ASSOCIATE with respect to such Information.
- e. **Right of Access to Information.** BUSINESS ASSOCIATE hereby agrees to make available and provide a right of access to Information by an Individual. This right of access shall conform with and meet all of the requirements of Section 181.102 of the Texas Health and Safety Code, requiring that not later than the 15th business day after the date of the receipt of a written request from a person for the person's electronic health record, BUSINESS ASSOCIATE shall provide the requested record to the person in electronic form unless the person agrees to accept the record in another form, and with any further requirements of 45 C.F.R. 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref 45 C.F.R. 164.504(e)(2)(ii)(E)).
- f. **Correction of Health Information by Individuals.** BUSINESS ASSOCIATE shall, upon receipt of notice from the CITY, amend or correct protected health information (PHI) in its possession or under its control so long as the information is maintained in a designated record set 45 CFR 164.526
- g. **Amendment and Incorporation of Amendments.** BUSINESS ASSOCIATE agrees to make Information available for

amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.504(e)(2)(ii)(F)).

- h. **Provide Accounting.** BUSINESS ASSOCIATE agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref 45 C.F.R. 164.504(e)(2)(ii)(G)).
- i. **Access to Books and Records.** BUSINESS ASSOCIATE hereby agrees to make its internal practices, books, and records relating to the use or disclosure of Information received from, or created or received by BUSINESS ASSOCIATE on behalf of the CITY, available to the Secretary or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations. (ref 45 C.F.R. 164.504(e)(2)(ii)(H)).
- j. **Return or Destruction of Information.** At the termination of this Agreement, BUSINESS ASSOCIATE hereby agrees to adhere to Section B.3. of this Agreement. (ref 45 C.F.R. 164.504(e)(2)(ii)(I)).
- k. **Mitigation Procedures.** BUSINESS ASSOCIATE agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of Information in a manner contrary to this Agreement or the HHS Privacy Regulations. (ref 45 C.F.R. 164.530(±)).
- l. **Sanction Procedures.** BUSINESS ASSOCIATE agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement of the HHS Privacy Regulations. (ref 45 C.F.R. 164.530(e)(I)).
- m. **Subpart E of 45 C.F.R. Part 164.** To the extent BUSINESS ASSOCIATE is to carry out one or more of CITY'S obligations under Subpart E of 45 C.F.R. Part 164, BUSINESS ASSOCIATE shall comply with the requirements of Subpart E that apply to CITY in the performance of such obligation(s).
- n. **Prohibition against the Sale of Protected Health Information.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.153, and any amendments of that section.

- o. **Notice and Authorization Required for Electronic Disclosure of PHI.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.154, and any amendments of that section, regarding the requirement of providing notice to an Individual for whom the BUSINESS ASSOCIATE creates or receives protected health information if the Individual's PHI is subject to electronic disclosure.
 - p. **State Law on Medical Records Privacy.** The BUSINESS ASSOCIATE shall abide by the requirements set forth in Texas Health and Safety Code Section 181.001 et. seq., and any amendments of that chapter.
- 8. **Property Rights.** The Information shall be and remain the property of the CITY. BUSINESS ASSOCIATE agrees that it acquires no title or rights to the Information, including any de-identified Information, as a result of this Agreement.
 - 9. **Modifications.** The CITY and BUSINESS ASSOCIATE agree to modify this Business Associate Agreement, in order to comply with Administrative Simplification requirements of HIPAA, as set forth in Title 45, Parts 160 and 164, (Subparts A and E the "Privacy Rule" and Subparts A and C the "Security Rule") of the Code of Federal Regulations.
 - 10. **Automatic Amendment.** Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, this Business Associate Agreement shall automatically amend such that the obligations imposed on BUSINESS ASSOCIATE as a Business Associate remain in compliance with such regulations.

B. Term and Termination

- 1. **Term.** The Term of this Agreement shall be effective upon execution of the Interlocal Agreement, and shall terminate concurrently following the termination of the Interlocal Agreement or on the date covered entity terminates for cause as authorized in paragraph (B.2.) of this Section, whichever is sooner.
- 2. **Termination for Cause.** Upon the CITY's knowledge of a material breach by BUSINESS ASSOCIATE, the CITY shall:
 - a. Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation, and terminate if BUSINESS

ASSOCIATE does not cure the breach or end the violation within the time specified by the CITY.

- b. Immediately terminate the Business Associate Agreement if BUSINESS ASSOCIATE has breached a material term of this Business Associate Agreement and cure is not possible.
- c. Notify the Secretary of HHS if termination is not possible.

3. **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, BUSINESS ASSOCIATE, with respect to protected health information received from CITY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of CITY, shall:

- a. Retain only that protected health information which is necessary for BUSINESS ASSOCIATE to continue its proper management and administration or to carry out its legal responsibilities;
- b. Return to CITY, or, if agreed to by CITY, destroy, the remaining protected health information that the BUSINESS ASSOCIATE still maintains in any form and BUSINESS ASSOCIATE shall certify to the CITY that the Information has been destroyed;
- c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as BUSINESS ASSOCIATE retains the protected health information;
- d. Not use or disclose the protected health information retained by BUSINESS ASSOCIATE other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section 1.e and 1.f above, which applied prior to termination; and
- e. Return to CITY or, if agreed to by CITY, destroy, the protected health information retained by BUSINESS ASSOCIATE when it is no longer needed by BUSINESS ASSOCIATE for its proper management and administration or to carry out its legal responsibilities.
- f. Survival. The obligations of BUSINESS ASSOCIATE under this Section shall survive the termination of this Agreement.

C. Remedies. If CITY determines that BUSINESS ASSOCIATE has breached or violated a material term of this Agreement, CITY may, at its option, pursue any and all of the following remedies:

1. Exercise any of its rights of access and inspection under Section A.7.e. of this Agreement;
2. Take any other reasonable steps that CITY, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or
3. Terminate this Agreement immediately.
4. Injunction. CITY and BUSINESS ASSOCIATE agree that any violation of the provisions of this Agreement may cause irreparable harm to CITY. Accordingly, in addition to any other remedies available to CITY at law, in equity, or under this Agreement, in the event of any violation by BUSINESS ASSOCIATE of any of the provisions of this Agreement, or any explicit threat thereof, CITY shall be entitled to seek an injunction or other decree of specific performance with respect to such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages. The Parties' respective rights and obligations under this Section C.4. shall survive termination of the Agreement.
5. Indemnification. Removed.

D. Miscellaneous

1. **Regulatory References.** A reference in this Agreement to a HIPAA section means the section as in effect or as amended.
2. **Amendment.** CITY and BUSINESS ASSOCIATE agree that amendment of this Agreement may be required to ensure that CITY and BUSINESS ASSOCIATE comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of protected health information. CITY may terminate this Agreement upon 60 days written notice in the event that BUSINESS ASSOCIATE does not promptly enter into an amendment that CITY, in its sole discretion, deems sufficient to ensure that CITY will be able to comply with such laws and regulations. This Agreement may not otherwise be amended except by written agreement between the Parties and signed by duly authorized representatives of both Parties.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

4. **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party.

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

COPY TO: City of El Paso
Department of Public Health
Attn: Director
5115 El Paso Drive
El Paso, TX 79905

BUSINESS ASSOCIATE: City of Socorro
Attn: Mayor Rudy Cruz Jr.
124 S. Horizon Blvd.
Socorro, TX 79927

5. **Non-Waiver.** No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
6. **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
7. **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflict of laws, with venue in El Paso County, Texas.
8. **Compliance with Laws.** BUSINESS ASSOCIATE agrees that its obligations pursuant to this Agreement shall be performed in compliance

with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, BUSINESS ASSOCIATE reserves the right to notify CITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.

9. **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
10. **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than CITY and BUSINESS ASSOCIATE, and their respective successors and assigns, any rights, obligations, remedies or liabilities.
11. **Entire Agreement; Counterparts.** This Agreement constitutes the entire Agreement between CITY and BUSINESS ASSOCIATE regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 26-0877, **Version:** 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

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

AGENDA LANGUAGE:

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

Ron Comeau to the Animal Shelter Advisory Committee by Mayor Renard U. Johnson.



Board Appointment Form

City Clerk's Office

Appointing Office	Mayor Renard U. Johnson
Agenda Placement	Consent
Date of Council Meeting	07/21/26
Name of Board	Animal Shelter Advisory Committee
Agenda Posting Language	
Ron Comeau to the Animal Shelter Advisory Committee by Mayor Renard U. Johnson.	
Appointment Type	Regular
Member Qualifications	
The ASAC shall perform those duties specified in Chapter 823, Texas Health and Safety Code, and applicable state regulations. In performing the statutory duties, the ASAC shall provide guidance and advice to all of the animal shelters located within the City of El Paso, and when authorized by an Interlocal Agreement, the County of El Paso or other municipalities located within the County of El Paso, regarding compliance by the shelters with the requirements of Chapter 823, Texas Health and Safety Code and applicable state regulations; shall annually prepare and provide written report to the City Council that provides information regarding the performance of the statutorily required duties by the ASAC.	
Nominee Name	Ron Comeau
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 4
City Employed Relatives	N/A
Board Membership	
N/A	
Real estate owned in El Paso County	
N/A	
Previous Appointee	Vacant
Reason for Vacancy	Term Expired
Date of Appointment	07/21/26
Term Begins On	09/01/25
Term Expires On	08/31/27
Term	Unexpired Term

Ron Comeau

[REDACTED]

[REDACTED]

KEY COMPETENCIES

Animal Advocate * Certified by Texas Courts * Certified Service Manager * Animal Experience

PROFESSIONAL EXPERIENCE

Forty-four years of automotive industry, certified master technician. Certified service manager, services advisor, shop foreman, warranty administrator, with supervisory experience.

El Paso Animal Services (2 years) – Adoptions, transports, dealt with dogs with behavioral issues.

2015 – Founded Lucy’s Promise Animal Rescue. Since, the rescue has only grown and connected with out-of-state rescues to help El Paso’s strays.

Networked with rescues, fosters, and boarding facilities – to include Alone 2 Home, an animal transport for the purpose of moving adoptable pets from high-risk areas across United States and Canada.

With veterinarian supervision, given shots and IV fluids to treat dogs with parvo and distemper.

REFERENCES

[REDACTED]

[REDACTED]

[REDACTED]



Legislation Text

File #: 26-0806, 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

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.

That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayment exceeding the three (3) year limit. (See Attachment A).



City of El Paso Agenda Summary Form

City Clerk

Submitted On:

Jun 26, 2026, 05:09PM EDT

Department / Council Office	Tax Office
Agenda Date	July 21, 2026
Email of User Submitting Form	alvaradot@elpasotexas.gov
Contact Person	Maria O. Pasillas (915) 212-0106
District(s) Affected	All Districts
Agenda Item	That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayment exceeding the three (3) year limit. (See Attachment A).
Issue Statement	City Council is asked to approve the tax refund list for refunds over three years per State Code.
Background	Approve property tax overpayment refunds exceeding the statutory three (3) year limit, per the Texas Property Tax Code, Sec. 31.11 – Refunds of Overpayments or Erroneous Payments.
Council Options	1. Approve the resolution. 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 previously on a routine basis.
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

TAX REFUNDS OVER THREE (3) YEARS

July 21, 2026

1. Patricia Moses, in the amount of \$ 39.20, made an overpayment on April 3, 2023 of 2022 taxes.
(Geo. #G550-000-0100-0070)
2. Patricia Moses, in the amount of \$ 107.89, made an overpayment on April 3, 2023 of 2022 taxes.
(Geo. # K216-999-0360-7300)

Laura D. Prine
City Clerk



Maria O. Pasillas, RTA
Tax Assessor /Collector

RESOLUTION

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, PATRICIA MOSES ("Taxpayer") has applied for a refund with the tax assessor for their 2022 property taxes that were overpaid on APRIL 03, 2023 in the amount of \$39.20 (THIRTY NINE DOLLARS AND 20/100 CENTS) for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2022 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that PATRICIA MOSES showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2022 taxes and the tax refund in the amount of \$39.20 (THIRTY NINE DOLLARS AND 20/100 CENTS) is approved.

APPROVED this _____ day of _____, 20__.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO CONTENT:



Maria O. Pasillas, RTA
Tax Assessor/Collector

**APPROVED AS TO FORM BY
THE CITY ATTORNEY'S OFFICE**



MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

TAX OFFICE
RECEIVED
SEP 29 2023

SARAH VALENZUELA
5030 ROCK HOLLOW LN
IDAHO FALLS, ID 83401

OP
+ 3 yrs

Geo No. G550-000-0100-0070	Prop ID 138488
Legal Description of the Property 10 GOULD S 45 FT OF 7 & N 15 FT OF 8 (6600 SQ FT) 520 MARGARITA ST OWNER: MOSES PATRICIA	

2022 OVERAGE AMOUNT \$39.20

6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 16: ANTHONY ISD, 17: TOWN OF ANTHONY, 27: EMERG. SERVICES DIST. #2

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <u>Patricia Moses</u>			
	Address: <u>5030 Rock Hollow Ln</u>			
	City, State, Zip: <u>Idaho Falls ID 83401</u>			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: <u>505-453-2264</u>		E-Mail Address:	
	Payment made by:	Check No.	Date Paid	Amount Paid
	<u>Credit Card</u>	<u>5288246</u>	<u>4/3/23</u>	<u>\$2174.49</u>
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	☐ I paid this account in error and I am entitled to the refund.			
	☒ I overpaid this account. Please refund the excess to the address listed in Step 1.			
	☐ I want this payment applied to next year's taxes.			
Step 4. Sign the form. This application cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE	
	<u>Sarah Valenzuela Trustee</u>		<u>Sarah Valenzuela 9/23/23</u>	
TAX OFFICE USE ONLY: ☒ Approved ☐ Denied By: <u>N.H.</u> Date: <u>6-5-26</u>				

CITY TAX OFFICE

JUN 05 2026

Received RP

RESOLUTION

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, PATRICIA MOSES ("Taxpayer") has applied for a refund with the tax assessor for their 2022 property taxes that were overpaid on APRIL 03, 2023 in the amount of \$107.89 (ONE HUNDRED AND SEVEN DOLLARS AND 89/100 CENTS) for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2022 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that PATRICIA MOSES showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2022 taxes and the tax refund in the amount of \$107.89 (ONE HUNDRED AND SEVEN DOLLARS AND 89/100 CENTS) is approved.

APPROVED this _____ day of _____, 20__.

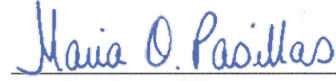
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO CONTENT:



Maria O. Pasillas, RTA
Tax Assessor/Collector

**APPROVED AS TO FORM BY
THE CITY ATTORNEY'S OFFICE**



MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

TAX OFFICE
RECEIVED
SEP 29 2023

PATRICIA MOSES
5030 ROCK HOLLOW LN
IDAHO FALLS, ID 83401

OP
+ 3yrs

Geo No. K216-999-0360-7300	Prop ID 197721
Legal Description of the Property 36 KERN PLACE 19 & 20 & E 10 FT OF 21 (7200 SQ FT) 918 MC KELLIGON DR	
OWNER: PATRICIA A MOSES REVOCABLE TRUST	
2022 OVERAGE AMOUNT \$107.89	

1: CITY OF EL PASO, 3: EL PASO ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND * This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: Patricia Moses			
	Address: 5030 Rock Hollow Ln.			
	City, State, Zip: Idaho Falls, ID 83401			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: 505-453-2264		E-Mail Address:	
	Payment made by:	Check No.	Date Paid	Amount Paid
	check	EC-5288248	4/3/23	5,987.27
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	☐ I paid this account in error and I am entitled to the refund.			
	☒ I overpaid this account. Please refund the excess to the address listed in Step 1.			
	☐ I want this payment applied to next year's taxes.			
Step 4. Sign the form. Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED) Sara Valenzuela Trustee		PRINTED NAME & DATE Sara Valenzuela 9/25/23	
	TAX OFFICE USE ONLY: ☒ Approved ☐ Denied By: N.H. Date: 6-5-26			

JUN 05 2026

Received POP

ATTACHMENT A
TAX REFUNDS OVER THREE (3) YEARS
July 21, 2026

1. Patricia Moses, in the amount of \$ 39.20, made an overpayment on April 3, 2023 of 2022 taxes.
(Geo. #G550-000-0100-0070)
2. Patricia Moses, in the amount of \$ 107.89, made an overpayment on April 3, 2023 of 2022 taxes.
(Geo. # K216-999-0360-7300)

Laura D. Prine
City Clerk



Maria O. Pasillas, RTA
Tax Assessor /Collector



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 26-0851, **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

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

AGENDA LANGUAGE:

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

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



City of El Paso Agenda Summary Form

City Clerk

Submitted On:

Jul 6, 2026, 04:15PM EDT

Department / Council Office	Office of Management and Budget
Agenda Date	July 21, 2026
Email of User Submitting Form	growdenkm@elpasotexas.gov
Contact Person	Sasho Andonoski (915) 212 - 1092
District(s) Affected	All Districts
Agenda Item	For notation only, P-Card Transactions for the period of May 21, 2026 to June 20, 2026 Special Projects, and Discretionary fund expenditures for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.
Issue Statement	This agenda item is to provide the Council an update on the P-Card Transactions for the period of May 21, 2026 to June 20, 2026 , Special Projects, and Discretionary fund expenditures for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.
Background	N/A
Council Options	Take no action. No MOTION needed.
Committee Review and/or Recommendation	N/A
Community and Stakeholder Outreach (if applicable, as an attachment) – please include	N/A
Related City Policies	City of El Paso Purchasing Card (P-Card) Policy and Procedures and FY2026 Budget Resolution
Prior Council Action	N/A
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	No
Amount and Source of Funding	N/A
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Sasho Andonoski andonoskis@elpasotexas.gov (915) 212 - 1092

P-Card Transactions

05/21/2026 -06/20/2026

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY ATTORNEY	Garcia Sandra	Txdot Crash Report	5/21/2026	\$ 8.44	per litigation purposes purchase of crash report that happened outside of city limits.
CITY ATTORNEY	Garcia Sandra	Insurance Law Section	5/21/2026	\$ 295.00	For Atty Joyce Garcia to watch on demand webinar: A primer on fundamental Insurance Issues
CITY ATTORNEY	Garcia Sandra	State Bar Tx-Dues-Web	5/21/2026	\$ 420.00	For attorneys to continue their membership with the Texas Bar Association for year 2026-2027
CITY ATTORNEY	Garcia Sandra	State Bar Tx-Cle Web	5/21/2026	\$ 495.00	for atty Karla Saenz to watch recording of live Advanced Employment Law seminar.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	5/21/2026	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	5/21/2026	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Garcia Sandra	State Bar Tx-Dues-Web	5/27/2026	\$ 5,147.00	due to credit limit totals were split in two transactions. this is 2/2. For attorneys to continue their membership to Texas Bar Association
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	5/27/2026	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	5/27/2026	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	5/27/2026	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	5/27/2026	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Garcia Sandra	Southwes	5/28/2026	\$ 298.80	For attorney Ignacio Troncoso to attend 2026 Government Law CLE in San Antonio, TX.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	5/28/2026	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	5/28/2026	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Garcia Sandra	State Bar Tx-Cle Web	5/29/2026	\$ 325.00	for Attorney Ignacio Troncoso to attend Government law conference in Austin Texas.

P-Card Transactions

05/21/2026 -06/20/2026

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY ATTORNEY	Garcia Sandra	State Bar Tx-Cle Web	5/29/2026	\$ 545.00	For attorney Ignacio Troncoso to attend Advanced Government law seminar in San Antonio, TX.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	5/29/2026	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	5/29/2026	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	6/1/2026	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Garcia Sandra	Ut Cont Legal Educ	6/2/2026	\$ 1,275.00	For attorneys assigned to Utilities to attend the Advanced Texas Administrative Law Seminar in Austin, TX
CITY ATTORNEY	Garcia Sandra	Southwes	6/3/2026	\$ 411.80	for attorney Russell Abeln to attend the 2026 TCAA Summer Conference in Galveston, TX.
CITY ATTORNEY	Garcia Sandra	American Planning Associ	6/3/2026	\$ 104.00	for attorney Russell Abeln to be a member of the American Planning Association, attorney is assigned to the Planning department.
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	6/3/2026	\$ 549.00	for attorney Russell Abeln to attend the 2026 TCAA Summer conference in Galveston, TX.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	6/3/2026	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Villegas Bergen	Southwes	6/3/2026	\$ 392.80	Purchase of roundtrip flight for Assistant City Attorney, Enrique Holguin, to attend TCAA (Texas City Attorney Association) Seminar in Galveston, TX.
CITY ATTORNEY	Villegas Bergen	American Planning Associ	6/3/2026	\$ 305.00	Purchase of Exam Fee, AICP (American Institute of Certified Planners) for Senior Assistant City Attorney, Russell Abeln, to earn certification post-exam.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	6/4/2026	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Villegas Bergen	Southwes	6/4/2026	\$ 438.79	Purchase of roundtrip flight for Deputy City Attorney, Josette Flores, to attend TCAA (Texas City Attorney Association) Seminar in Galveston, TX.
CITY ATTORNEY	Villegas Bergen	Budget.Com Prepay	6/4/2026	\$ 224.59	Rental vehicle for 3 attorneys traveling between Houston Hobby Airport and Galveston. More cost-effective than rideshare transportation and accommodated staff and luggage. Primary - Josette Flores.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	6/5/2026	\$ 7.50	Fee for uploading documents to the AG portal.

P-Card Transactions

05/21/2026 -06/20/2026

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	6/5/2026	\$ 7.50	Fee for uploading records to the AG portal.
CITY ATTORNEY	Villegas Bergen	Texas Municipal League	6/5/2026	\$ 519.00	Purchase of full event registration for Deputy City Attorney, Josette Flores, to attend TCAA Seminar in Galveston, TX, and earn CLEs.
CITY ATTORNEY	Garcia Sandra	Ut Cont Legal Educ	6/8/2026	\$ 100.00	due to unavailability to attend in person, changed Attorney Oscar Gomez to view live webcast for Advanced Texas Administrative Law Seminar
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	6/8/2026	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Villegas Bergen	Zeffy* Ep Bar Assoc	6/9/2026	\$ 1,300.00	El Paso Bar Association renewal memberships for all City Attorney's at discounted rate.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	6/10/2026	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	6/10/2026	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Garcia Sandra	Wal-Mart #2201	6/11/2026	\$ 25.00	In accordance with General Guideline 5.3, providing lunch for administrative staff during virtual webinar serves as a meaningful form of employee recognition and a boost to office morale
CITY ATTORNEY	Villegas Bergen	Los Jarrones # 2	6/11/2026	\$ 122.78	In accordance with General Guideline 5.3, purchase of lunch for administrative staff while attending virtual webinar. Cost estimate \$150. Exact cost (with tip) \$122.78.
CITY ATTORNEY	Scott Belinda	Res*tx Court Fee	6/12/2026	\$ 2.35	Copies of pleadings from TXSearch website.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	6/15/2026	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	6/16/2026	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	6/17/2026	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	6/17/2026	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Villegas Bergen	Southwes	6/17/2026	\$ 258.81	Purchase of roundtrip flight for City Attorney, Karla M. Nieman, to attend Advanced Government Law CLE in San Antonio, TX.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	6/18/2026	\$ 7.50	Fee for uploading documents to the AG portal.

P-Card Transactions

05/21/2026 -06/20/2026

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY MANAGER	Argumedo Angel	Mailchimp	5/24/2026	\$ 26.50	
CITY MANAGER	Mack Dionne	Openai *chatgpt Subscr	5/26/2026	\$ 21.28	
CITY MANAGER	Sepulveda Denice	Target T-2216	5/27/2026	\$ 118.58	
CITY MANAGER	Argumedo Angel	Southwes	6/5/2026	\$ (191.00)	
CITY MANAGER	Sepulveda Denice	Canva* I04909-67387229	6/11/2026	\$ 149.90	
DISTRICT 01	Acosta Gladys	El Paso Isd	5/20/2026	\$ 39.00	Poster for Student Assembly in the District
DISTRICT 01	Acosta Gladys	Big Boy Concessions	6/6/2026	\$ 221.77	Paletas & Dry Ice for attendees of Movies at the Park event
DISTRICT 02	Carlos Diego	Mailchimp	6/3/2026	\$ 26.50	newsletter and listsrv service
DISTRICT 02	Carlos Diego	Canva* I04901-83403591	6/3/2026	\$ 14.99	graphic design tool used for social media, newsletter and other graphics
DISTRICT 03	Vera Julia	Wm Supercenter #512	5/28/2026	\$ 61.12	Purpose of this purchase was cardstock paper for office supplies and labels to make for certificates.
DISTRICT 03	Moreno Jesus	Sams Club.Com	5/30/2026	\$ 19.90	Community Care Summer Fair, May 30th. Beverages for event for constituents and organization hydration.
DISTRICT 03	Moreno Jesus	Sq *dj Rick Olivas	5/30/2026	\$ 200.00	Event Operator for Community Care Summer Fair May 30th and MC with music.
DISTRICT 03	Vera Julia	Sarabias Portable Jons	6/1/2026	\$ 202.95	The purpose of the purchase was to provide portables for a neighborhood association's event.
DISTRICT 03	Maldonado-Rocha Deanna	Cci	6/5/2026	\$ 91.00	Monthly charge for email distribution service for D3 office newsletter.

P-Card Transactions

05/21/2026 -06/20/2026

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
DISTRICT 03	Moreno Jesus	Family Dollar	6/5/2026	\$ 9.15	Community event (Ralph Cloud) Portable Restroom Locks. June 6th and weekend security.
DISTRICT 03	Vera Julia	Sams Club.Com	6/5/2026	\$ 229.35	The purpose of the purchase was to provide burger patties for our neighborhood association for their annual picnic celebration for students who receive a scholarship from the association.
DISTRICT 03	Maldonado-Rocha Deanna	Canva* I04912-55089527	6/14/2026	\$ 12.99	Monthly charge for graphic design making service for D3 office
DISTRICT 03	Vera Julia	Wal-Mart #0512	6/15/2026	\$ 45.59	Purpose of this purchase was to get labels for certificates and index cards for the office.
DISTRICT 03	Vera Julia	Sams Club.Com	6/16/2026	\$ 1.32	The purpose of the purchase was to provide cookies for a check presentation of the Ability Fellows Program
DISTRICT 04	Trejo Cynthia	El Paso Isd	5/20/2026	\$ 118.00	District 4 Community Events: Reimagine Northeast Initiative-Unveiling Event- awards 2 small stars and 1 8/3/4 Diamond Impress
DISTRICT 04	Trejo Cynthia	Sams Club Renewal	5/27/2026	\$ 120.00	Operating Expenses: member renewal
DISTRICT 04	Trejo Cynthia	Canva* I04909-94771494	6/11/2026	\$ 30.00	Professional Services: Software for District 4 Newsletters
DISTRICT 05	Nino Ivan	Little Caesars 317	6/13/2026	\$ 22.70	Community event support, snacks for volunteers. Approved by council resolution on 6/10/2025. Receipts attached for tax reimbursement.

CITY COUNCIL SPECIAL PROJECTS OR DISCRETIONARY FUNDS EXPENDITURES

JUNE 2026

DISTRICT	VENDOR	DATE	AMOUNT	DESCRIPTION
DISTRICT 6	Amazon Capital Services Inc	5/13/2026	14.38	XSEINO 24 Colors 1200PCS Tran
DISTRICT 6	Amazon Capital Services Inc	5/13/2026	6.99	LUSTEMBER Elastic String for
DISTRICT 6	Amazon Capital Services Inc	5/13/2026	6.99	MIHIM 1000pcs Vowel Pony Lett
DISTRICT 6	Amazon Capital Services Inc	5/20/2026	5.69	YMSDZHL Alphabet Beads A-Z 13
DISTRICT 8	EL PASO DISPOSAL LP	5/1/2026	1,191.20	40-Yard Roll-offs - Delivery,
DISTRICT 8	SAMUEL GALLEGOS	4/3/2026	4,800.00	D8 -Chamizal Rec Center/Expres



Legislation Text

File #: 26-0850, **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

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.

Bylaws for City Boards and Commissions requires an annual report to be submitted in writing to City Council, by August 1st of every year. This report includes the activities conducted by the Sun Metro Citizens Advisory Committee for the previous twelve months.



City of El Paso Agenda Summary Form

City Clerk

Submitted On:

Jul 1, 2026, 05:26PM EDT

Department / Council Office	Sun Metro Mass Transit
Agenda Date	July 21, 2026
Email of User Submitting Form	rimkuskc@elpasotexas.gov
Contact Person	Anthony DeKeyzer 9152123306
2nd Contact Person	Karl Rimkus 9152123317
District(s) Affected	All Districts
Agenda Item	For Notation Only, Annual Report to City Council from Sun Metro Citizens Advisory Committee, due August 1, 2026.
Issue Statement	Bylaws for City Boards and Commissions requires an annual report to be submitted in writing to City Council, by August 1 of every year. This report includes the activities conducted by the Sun Metro Citizens Advisory Committee for the previous twelve months.
Background	City Council adopted City Ordinance 019766 on 8/5/25, which standardized the rules and bylaws for City boards and commissions, including the Sun Metro Citizens Advisory Committee. The bylaws require an annual report from the committee to be submitted in writing to City Council by August 1 of every year.
Council Options	Accept the annual report as presented. No further action is required at this time.
Committee Review and/or Recommendation	This report was reviewed and recommended by the Sun Metro Citizens Advisory Committee on July 8, 2026.
Community and Stakeholder Outreach (if applicable, as an attachment) – please include	N/A
Related City Policies	N/A
Prior Council Action	City Ordinance 019766, adopted by Council on 8/5/25 (Amending Title 2, Chapter 2.04 [Boards, and Commissions and Committees Generally] of the El Paso City Code).
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	Karl Rimkus 9152123317 rimkuskc@elpasotexas.gov

SUN METRO CITIZENS ADVISORY COMMITTEE

Annual Committee Report to El Paso City Council

August 1, 2026

Current Members

Scott White, Chair (Dist. 8)
Keith Andrews (Dist. 1)
Sandy Azcona (Dist. 4)
Angela Ochoa (Dist. 6)
Xavier Bañales (Mayor)

Bill Graham, Vice-Chair (Dist. 3)
Elisa Tamayo-Ochoa (Dist. 2)
Aziz Afravi (Dist. 5)
Sylvia Carreon (Dist. 7)

Staff

Anthony R. DeKeyzer, Director of Mass Transit
Joyce Garcia, Legal Representative

Karl Rimkus, Committee Liaison

History

Created by Resolution on April 26, 1988 as the “Citizen’s Advisory Committee”
Renamed by Resolution on October 11, 2022 as the “Sun Metro Citizens Advisory Committee”
Bylaws Amended by Resolution on September 3, 2025 to comply with Ordinance No. 019766

Purpose

To advise the Mass Transit Department Board on matters over which the Board has authority.



Meetings and Attendance

Member	July 9, 2025	Sept. 10, 2025	May 14, 2026	July 8, 2026
Afravi, Aziz	P	P	P	
Andrews, Keith	P	P	A	
Azcona, Sandy	P	A	A	
Bañales, Xavier	P	P	P	
Carreon, Sylvia	P	P	P	
Graham, Bill	P	P	P	
Ochoa, Angela	P	P	A	
Tamayo-Ochoa, Elisa	A	A	P	
White, Scott	P	A	P	

P = Present; A = Absent

MESSAGE FROM THE COMMITTEE CHAIR

As the chairperson of the Sun Metro Citizens Advisory Committee, it has been my pleasure to both serve on and lead this advisory board. We have been working with Sun Metro staff to provide user-based insight and experience to aid in developing new tools and resources that we hope may benefit transit service in our region. We believe that in this capacity, we can support improved rider experience and user services that will inspire more people to take greater advantage of Sun Metro's services. I am proud to have been voted by committee members to a second term leading this committee and hope our recent visioning process will allow us to further refine and focus our energies in better serving and representing all those who rely on Sun Metro, and all their wonderful staff.

Scott White, Chair, Sun Metro Citizens Advisory Committee

MESSAGE FROM THE DIRECTOR OF MASS TRANSIT

As Director of Mass Transit, it has been my privilege to participate in Sun Metro Citizens Advisory Committee (SMCAC) meetings since 2023. Feedback and input on transit policy from committee members is a valuable resource to me and my staff in our efforts to achieve our mission of connecting our El Paso community through high quality transit services. I would like to take this opportunity to recognize the valuable service to the community that committee members make in dedicating their time and to thank them for their commitment. I look forward to working with the Committee in the coming year and will continue to support the purpose of the SMCAC.

Anthony DeKeyser, Director of Mass Transit



SUN METRO ACCOMPLISHMENTS

Throughout the past 12 months, Sun Metro staff have kept the Committee apprised of progress on key programs that provide a more vibrant, accessible and fiscally responsible transit system. The Committee commends the diligent efforts of the Director and Sun Metro staff in their success in the following transit projects.

El Paso Streetcar Ridership

Increasing ridership on the Streetcar has been a priority of both City leadership and Sun Metro for the past two years. Emphasis on optimizing the operating hours and continuing to offer rides fare-free has had a positive effect in increasing ridership:

- **During calendar year 2025, total ridership reached 396,326 boardings, marking the highest annual total since the Streetcar service began in 2018**
- Calendar year 2025 saw an average of 33,027 boardings per month, compared to 22,953 boardings in 2024
- A 25.43% increase in ridership was documented from January to June 2026, compared with the same six-month period in 2025
- The Streetcar played a major role in Park and Ride efforts for two signature concert events that were held at the Sun Bowl on the UTEP Campus:
 - During the Coldplay two-day event (June 13 and 14, 2025), the Streetcar transported 20,797 concertgoers
 - For the BTS two-day event (May 2 and 3, 2026), the Streetcar transported 19,833 concertgoers

LIFT Paratransit Software Transition

Sun Metro and its contractor for paratransit services, MV Transportation, had to work through significant challenges for On-Time Performance (OTP) for paratransit trips, due to limitations of the software used for booking and aggregating rides for LIFT. Reduced OTP results in longer wait times for customers and more complaints received by Sun Metro/MV Transportation. To address this, Sun Metro secured a contract for a new paratransit management system (Rideco) and implemented it in July 2025, which led to a noticeable increase in OTP:

- **Monthly Average OTP Increase**
 - 83.6% in July 2025
 - **96.2% in June 2026**
 - 90.7% average for the past 12 months



Transition to Rideco has also resulted in additional benefits to paratransit customers and Sun Metro/MV Transportation:

- **Customers can now book rides via a mobile device app (Via Ride did not offer this option)**
 - 0.02% of bookings were made on the app at inception in July 2025
 - 4.8% of bookings were made on the app by December 2025
 - 7.2% of bookings are made on the app in June 2026
 - This correlates to 1,816 trips booked on the app and an average of 908 less calls per month
- **25% in contract cost savings this year has been achieved with Rideco, despite facing a persistent inflationary environment in the economy**
- **Use of Rideco has resulted in fewer complaints received by Sun Metro/MV Transportation**
 - Average of 7.26 complaints received per 10,000 trips during the last 12 months of Via Ride use
 - Average of 12.87 complaints received per 10,000 trips during the first two months of Rideco use
 - **Average of 5.55 complaints received per 10,000 trips during the past 10 months of Rideco use**

Grant Successes

Sun Metro has dedicated staff whose task it is to seek federal and state competitive grant funding opportunities, which has paid dividends in helping the Department provide better and more sustainable transit, while at the same time costing local taxpayers less. Some examples include:

- FY 22 Low/No Emissions Grant from Federal Transit Administration (FTA) (approximately \$11M total funding) – this grant, fully realized in Spring 2026, allowed Sun Metro to purchase 45 electric vehicles (EV) and Level 2 electric charging stations exclusively for LIFT paratransit service. The goals of this project include a reduction in carbon emissions from vehicle exhaust, reduction in vehicle maintenance cost, and elimination of fuel cost.
- FY 24 Low/No Emissions Grant from FTA (approximately \$33M total funding) – this grant allowed Sun Metro to order 35 new buses and plan construction of four 20,000 sq. ft. canopies for bus parking at the Sun Metro Transit Operations Center.
- FY 24 Community Project funded through Congresswoman Veronica Escobar’s Office (\$900k total funding) – this grant allowed Sun Metro to purchase four Micro Transit Vans to provide District 5 with first MicroTransit service in the vicinity of the Upper East Side Transit Center.



- Veterans Ride Free Grant from Texas Veterans Commission (TVC) since 2023 (\$320k total funding) – more details are provided in part three of the following Section.

COMMITTEE ACTIVITIES

The Sun Metro Citizens Advisory Committee has been engaged with Sun Metro staff on several key projects during the past year, including the development and adoption of a vision statement for the Committee, tracking the progress of Sun Metro Rising, and following ridership trends and use of funds for the Veterans Ride Free grant program.

1. VISION STATEMENT FOR THE COMMITTEE

Beginning with the July 9, 2025 Committee meeting, the Committee worked closely with Julie Baldwin-Munoz, Chief Strategy Officer, and Roman Sanchez, Chief Innovation Officer, of the City Manager's Office, to collaboratively develop a vision statement for the Sun Metro Citizens Advisory Committee (SMCAC). Over the following meetings, Ms. Baldwin-Munoz and Mr. Sanchez led discussions and conducted interviews with committee members to identify key factors that resonated with each member regarding their understanding of the Committee's purpose. The result is the following vision statement, approved by the Committee at its May 14, 2026 meeting:

The Sun Metro Citizens Advisory Committee advocates for accountable, accessible, and strategically sustainable transit services to meet the transportation needs of our community.

Additionally, the following key priority areas were identified, to guide planning and agenda-setting activities with the Committee for in 2026 – 2027:

- Advocacy
- Accessibility
- Accountability
- Strategic Growth and Sustainability

Sun Metro will continue to coordinate meetings with Ms. Baldwin-Munoz and Mr. Sanchez and SMCAC to help guide committee activities in the coming year.

2. SUN METRO RISING



Sun Metro Rising began as a study that identified how Sun Metro could improve transit service for the community. This study included robust community engagement, including an on-board survey, virtual public meetings, and stakeholder discussions. Information gathered from these activities was used to develop a strategic plan to guide service improvements.

Sun Metro conducted a comprehensive study of its transit system and, guided by community feedback, identified key updates to make service more efficient, reliable, and better aligned with riders' needs. The changes will increase route frequencies, reduce travel times, and reshape service by streamlining existing routes, introducing new ones, and discontinuing routes with low or no ridership.

Recommendations from study:

- Restructure the route network to simplify and strengthen service
- Continue to restore Sunday service
- Interest in more frequent service
- Continue to maximize the potential of the Streetcar

Implementation

On June 14, 2026, Sun Metro launched Sun Metro Rising, which optimized the transit system from 52 to 39 fixed routes, successfully increasing average frequency times from 58 to 42 minutes. This transition was supported by system-wide updates to all bus stops and shelters, alongside an extensive direct rider outreach campaign at all transit centers from May through the post-launch phase. Additionally, within District 5, Sun Metro launched the on-demand pilot MicroTransit program, which links passengers directly to the Upper East Side Transit Center.

Future Goals

Sun Metro will realize long-term network efficiency by capturing post-implementation community input through outreach events, customer service channels, social media, and operator insights to shape ongoing service design. This feedback will be paired with ongoing route-level data reviews of ridership patterns, performance metrics, and travel trends across the restructured network. Ultimately, Sun Metro will use this combined community feedback and route data to implement future schedule adjustments and targeted route modifications.

3. TEXAS VETERANS COMMISSION “VETERANS RIDE FOR FREE” GRANT

The Texas Veterans Commission is the state department of veteran affairs. Its purpose has been to act as the state-appointed advocate of Texas veterans as they attempt to secure the benefits rightfully earned in exchange for their service in our nation's armed forces.



Since 1927, the mission of the Texas Veterans Commission has been to advocate for and provide superior service to veterans that will significantly improve the quality of life for all Texas veterans, their families, and survivors.

The Fund for Veterans' Assistance (FVA or Fund) was created in the 79th Legislature to address the needs of Texas veterans and their families. The Fund is composed of money deposited under the Texas Government Code, the Texas Transportation Code, and Texas Parks and Wildlife Code, and provides for the awarding of grants related to veterans assistance.

Once grant awards are awarded by the Commission, grants are administered by the staff of the Fund for Veterans' Assistance. Through the Fund, the Commission has awarded **over \$359 Million Dollars** in more than 1,600 reimbursement grants since 2009.

Transportation is a critical need for many veterans. Lack of transportation is a barrier in getting to VA appointments as well as connecting with local services and resources. In the El Paso area, transportation has been identified as one of the top three needs by the TVC Veterans Needs Assessment Survey, conducted by Texas A&M Public Policy Research Institute.

Sun Metro and TVC are working together to address this need by offering the Veterans Ride Free transportation program to veterans, surviving spouses and their dependents. To date, TVC has awarded Sun Metro grants totaling \$320,500 (since 2023).

Funding Year	Funding Amount	Total Expended	Passes Issued	LIFT Tickets	Veterans	Surviving Spouses	Dependents	Unduplicated Veterans Served
FY 24	\$50,000.00	\$50,000.00	1,378	3,464	632	19	72	723
FY 25	\$113,500.00	\$113,500.00	2,876	10,888	782	18	64	864
FY 26	\$157,000.00	\$120,000.00	2,942	7,904	753	29	63	846 Served Grant ends Aug 31, 2026
FY 27	\$140,000.00	Pending	Pending	Pending	Pending	Pending	Pending	Grant begins Sept 1, 2026





Legislation Text

File #: 26-0859, **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.

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.

Receipt of campaign contributions by Matthew Guzman, candidate for District 8, in the amounts of Amber Vourazeris \$500.00, Anna Kerr \$500.00, Gabriel Villaronga \$500.00, David Fong \$500.00, Angelica Rodriguez \$500.00, Dan Kasuga \$500.00, Monique Poessiger \$500.00, Scarlett Mercer \$500.00, Eva Burns \$500.00, Marian Chiechi \$1,000.00, and Ankur Patel \$1,000.00.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 26-0863, **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 amounts of \$1,000.00 from Randall J Bowling, \$750.00 from Joseph Moody Campaign, and \$2,000.00 from Ruben Chavez.



Legislation Text

File #: 26-0879, **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 Art Fierro, (915) 212-0006

AGENDA LANGUAGE:

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

Receipt of campaign contributions by Representative Art Fierro in the amounts of \$1,000 from Randall J. Bowling, \$1,000 from Robert Bowling, \$500 from Suzanne Dipp, \$750 from Howard Enlow, \$1,000 from Edward Escudero, \$200 from David Flores, \$750 from Rachel Harracksingh, \$2,500 from Ted Houghton, \$2,500 from the International Brotherhood of Electrical Workers (IBEW) Political Action Committee (PAC) Voluntary Fund, \$1,000 from Ben L. Ivey, \$500 from Jonathan Barela, \$2,000 from Stanley Jobe, \$500 from Linebarger Goggan Blair & Sampson, \$500 Francisco Martinez, \$750 from Joseph Moody, \$500 from Ricardo Mora, \$100 from Phillip Ollis, \$200 from Jose Padilla, \$1,500 from Raymond Palacios, \$2,000 from J.K. Robinson, \$1,000 from Douglas Schwartz, \$500 from Stewart Shiloff, \$100 from Ivonne Tapia, \$1,000 from Kelly Tomblin, and \$250 from Guillermo Valenzuela.



Legislation Text

File #: 26-0844, 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

Streets and Maintenance, Claudia A. Garcia, (915) 212-0043

Streets and Maintenance, Randy Garcia, (915) 212-7005

AGENDA LANGUAGE:

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

Populate the table to maintain proper formatting. Copy and paste the agenda language in the designated area below. You may include more language after the table. Just make sure all posting language is populated between "TITLE" and "END".

The award of Solicitation 2026-0193 Small Engine Repairs to the following suppliers: 1) Rio Seco Ag, LLC and 2) Pedro C Villalobos dba Dyer Cycle for an initial term of three (3) years for an estimated amount of \$120,000.00. The award also includes a two (2) year option for an estimated amount of \$80,000.00. The total contract time is for five (5) years for a total estimated amount of \$200,000.00.

Department:	Streets and Maintenance
Award to Supplier 1:	Rio Seco Ag, LLC
City & State:	Clint, TX
Item(s):	Group 1
Initial Term:	3 Years
Option Terms:	2 Years
Total Contract Time:	5 Years
Award to Supplier 2:	Pedro C. Villalobos dba Dyer Cycle
City & State:	El Paso, TX
Item(s):	Group 2
Initial Term:	3 Years
Option Terms:	2 Years
Total Contract Time:	5 Years
Total Annual Estimated Award:	\$40,000.00
Total Initial Term Estimated Award:	\$120,000.00

Total Option Term Estimated Award:	\$80,000.00
Total Estimated Award:	\$200,000.00

Account(s)	532-1000-532030-32120-P3210 (Streets and Maintenance)
	451-1000-532040-51295-P5120 (Parks and Recreation)
Funding Source(s):	General Fund
District(s):	All

This was a Low Bid Procurement for a replacement contract.

The Purchasing & Strategic Sourcing and Streets & Maintenance departments recommend award as indicated to 1) Rio Seco Ag, LLC and 2) Pedro C Villalobos dba Dyer Cycle the lowest responsive and responsible bidders.

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



REVISED

3:39 pm, Jul 08, 2026

DEPARTMENT/COUNCIL OFFICE: Streets & Maintenance

AGENDA DATE: July 21, 2026

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON NAME: Randy Garcia, Streets & Maintenance

PHONE NUMBER:(915) 212-7005

2nd CONTACT PERSON NAME: Claudia A. Garcia, Purchasing & Strategic Sourcing **PHONE NUMBER:**(915) 212-0043

DISTRICT(S) AFFECTED: All

AGENDA ITEM:

The award of solicitation 2026-0193 Small Engine Repairs to the following suppliers: 1) Rio Seco Ag, LLC and 2) Pedro C Villalobos dba Dyer Cycle for an initial term of three (3) years for an estimated amount of \$120,000.00. The award also includes a two (2) year option for an estimated amount of \$80,000.00. The total contract time is for five (5) years for a total estimated amount of \$200,000.00.

Department: Streets and Maintenance
Award to Supplier 1: Rio Seco Ag, LLC
City & State: Clint, TX
Item(s): Group 1
Initial Term: 3 Years
Option Terms: 2 Years
Total Contract Time: 5 Years

Award to Supplier 2: Pedro C Villalobos dba Dyer Cycle
City & State: El Paso, TX
Item(s): Group 2
Initial Term: 3 Years
Option Terms: 2 Years
Total Contract Time: 5 Years

Total Annual Estimated Award: \$40,000.00
Total Initial Term Estimated Award: \$120,000.00
Total Option Term Estimated Award: \$80,000.00
Total Estimated Award: \$200,000.00

Account(s) 532-1000-532030-32120-P3210 (Streets and Maintenance)
451-1000-532040-51295-P5120 (Parks and Recreation)
Funding Source(s): General Fund
District(s): All

This was a Low Bid Procurement for a replacement contract

The Purchasing & Strategic Sourcing and Streets & Maintenance departments recommend award as indicated to 1) Rio Seco Ag, LLC and 2) Pedro C Villalobos dba Dyer Cycle the lowest responsive and responsible bidders.

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:

This contract will be used to purchase parts, supplies, equipment, and repairs and/or maintain a variety of equipment with a small gas-powered engine, used to help on the daily task to maintain City Parks, medians and Open space.

BACKGROUND:

City Council is asked to approve the award of a replacement contract for 2026-0193 Small Engine Repairs. This contract will allow the repair of equipment and provide supplies for a variety of landscape equipment, such as weed eaters, chainsaws, pole pruners, pole saws, blowers, and hedgers. As well as the repair of other small equipment, such as plate compactors, pressure washers, handheld and walk behind concrete saws, with a gas-powered engine/ two cycle engines.

Solicitation was advertised on May 12, 2026 and May 19, 2026. The solicitation was posted on City website on May 12, 2026. There were a total twenty-five (25) viewers online; two (2) bids were received; one (1) from local suppliers.

An Inadequate Competition Survey was conducted indicating the following:

- 1. Did not have time to respond
- 2. Could not meet deadline submission
- 3. Does not have equipment

Contract Variance: The difference based in comparison to the previous contract is as follows: An increase of \$120,000.00, which represents a 150.00% increase due to:

- 1. Increase in the department's annual budgeted amount from \$20,000.00 to \$40,000.00 due to increase of maintenance for fleet vehicles.
- 2. Previous contract included was for four (4) years and replacement is for five (5) years.

No protest received for this requirement.

COUNCIL OPTIONS:

- 1. Award the contract as recommended;
- 2. Deny award if Council determines such action is in the best interest of the City;
- 3. Direct staff to re-solicit the procurement with revised evaluation criteria or policy direction, as permitted by law; or
- 4. Postpone action, pending additional information.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by a City Council committee.

RELATED POLICIES:

- 1. Procurement Sourcing Policy

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: \$200,000.00
Funding Source: General Fund

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT (\$)
Form was provided to the applicant	

ATTACHMENTS:

- 1. Tabulation
- 2. Viewers List
- 3. Inadequate Competition Survey

FOR MORE INFORMATION:

Alondra Murillo	(915) 212-7007	MurilloAX1@elpasotexas.gov
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City of El Paso Bid Tabulation Form

Bid Title: Small Engine Repairs

Solicitation Number: 2026-0193

Bid Opening: June 10, 2026

Department: Streets and Maintenance

		Pedro C Villalobos dba Dyer Cycle El Paso, TX	Rio Seco Ag, LLC Clint, TX
		Bidder 1 of 2	Bidder 2 of 2
Group 1: STIHL, Husqvarna			
Item No.	Description	Hourly Rate	Hourly Rate
1	Regular Hourly Rate	\$100.00	\$70.00
2	Emergency Hourly Rate	\$100.00	\$105.00
Group 1 Total		\$200.00	\$175.00
Group 2: Mikasa, Doosan, Wacker Neuson, Diamond Cure, Smith, Various Generators			
Item No.	Description	Hourly Rate	Hourly Rate
1	Regular Hourly Rate	\$100.00	Left Blank
2	Emergency Hourly Rate	\$100.00	Left Blank
Group 2 Total		\$200.00	Left Blank
Group 1 & 2 Average		\$200.00	\$175.00
<u>Option to extend the term of the contract</u> The City at its sole discretion, may exercise any option to extend the term of the agreement, by giving the contractor written notice within the time period noted on the selected options. The term of this contract shall be based on one of the selections below and under the same terms and conditions. The city manager or designee may extend the option to extend. Bidder offers the City the option of extending the term of the contract for:			
Two (2) additional years at the same unit price(s), if the option is exercised prior to the expiration of the original term of the Contract:		X	X
No option offered			
Amendments acknowledged:		Yes	Yes
Hire El Paso First Certified:		Yes	No
Bids Solicited: 1,121 Local Bids Solicited: 548 Bids Received: 2 Local Bids Received: 2 No Bid: 1			
Note: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.			

Viewers List			
2026-0193 Small Engine Repairs			
No.	Participant Name	City	State
1	AEH Solutions (Amy E. Harmon)	El Paso	TX
2	Alameda Auto Electric (Mario Estrada)	EL PASO	TX
3	BEK Medical	El Paso	TX
4	Construction Reporter	Albuquerque	NM
5	DDM Corporation LLC	el paso	TX
6	El Paso Bearing and Hydraulic Service (Miranda Enterprises LLC)	El Paso, TX	TX
7	FIAVCO INDUSTRIAL SERVICES LLC	el paso	TX
8	HERCLA LLC	El Paso	TX
9	House of Lavend	El Paso	TX
10	INNOVEI TECHNOLOGIES	EL PASO	TX
11	Lindenmeyr Munroe (CENTRAL NATIONAL GOTTESMAN)	Dallas	TX
12	Morrow Enterprises, Inc.	Las Cruces	NM
13	Mountain Lift dba Towlift (dba TOWLIFT)	El Paso	TX
14	Outdoor Lighting Perspectives of El Paso (Border Outdoorsof El Paso, LLC)	El Paso	TX
15	PRIDE Industries One Inc. (PRIDE Industries)	Roseville	CA
16	GLOBAL SALES AND SERVICE	EL PASO	TX
17	DYER CYCLE	El Paso	TX
18	Rio Seco Ag, LLC	Clint	TX
19	Delegard Tool of Texas	Houston	TX
20	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	EL PASO	TX
21	Simpson Norton Corporation	Goodyear	AZ
22	Complete Supply Inc	Farmers Branch	TX
23	Filterbuy Incorporated	Talladega	AL
24	CONSTRUCTION SOLUTION USA LLC	CARROLLTON	TX
25	Allometrics Inc.	Webster	TX

Inadequate Competition Survey

2026-0193 Small Engine Repairs

Number of Views	25
Sample Size Scale	17 or less - Contact 4 18 to 23 - Contact 5 24 to 27 - Contact 6 28 or More - Contact 25%
Sample Size Selected	6

Survey Questions:

Please indicate, why you did not respond to our solicitation?	Number of Responses	Pct
Did not receive the Bid Notification (Confirm address on file)		0%
Did not have time to respond	1	17%
Could not provide competitive pricing		0%
Could not meet the submission deadline	1	17%
Not interested	2	33%
Does not have equipment	1	17%
Out of business		0%
No response	1	17%
Total		100%
Please provide feedback to our Specification		Pct
Specifications were good or adequate		0%
Specifications were not clear		0%
Could not meet specifications	3	50%
Specifications were limited or closed		0%
Did not receive/no opinion	1	17%
Just needed more time to review.	2	33%
Did not receive bid notification.		0%
Total		100%

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name

PEDRO C. VILLALOBOS

Business Name

DYER CYCLE

Agenda Item Type

SMALL ENGINE REPAIR

Relevant Department

PURCHASING

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: Pedro C. Villalobos

Date: 5-28-26



RECEIVED

By City Clerk's Office at 5:53 pm, Jul 08, 2026

**CITY ATTORNEY'S OFFICE
AWARDEE LITIGATION REVIEW**

07/08/26

The City Attorney's Office has reviewed whether or not the proposed awardee(s):

Pedro C Villalobos dba Dyer Cycle
Rio Seco Ag, LLC

has been involved in prior or active litigation with the City for a period of 10 years from the date of award:

☒ No prior litigation has been found.
☐ Litigation Listing follows:

Caption	Parties	Causes of Action	Status of Case
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Reviewed by: Mona M. Heydarian
Assistant City Attorney



Legislation Text

File #: 26-0842, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Environmental Services Department, Nicholas Ybarra, (915) 212-6025

AGENDA LANGUAGE:

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.
Populate the table to maintain proper formatting. Copy and paste the agenda language in the designated area below. You may
include more language after the table. Just make sure all posting language is populated between "TITLE" and "END".*

The award of Solicitation 2026-0321 Glass Pulverizer to Andela Tool & Machine Inc. dba Andela Products
for a term of one (1) year for an estimated amount of \$202,123.00.

Department:	Environmental Services
Award to:	Andela Tool & Machine Inc. dba Andela Products
City & State:	Richfield Springs, NY
Item(s):	All
Term:	1 Year
Option Term:	N/A
Total Contract Time:	1 Year
Term Estimated Award:	\$202,123.00
Option Term Estimated Award:	N/A
Total Estimated Award	\$202,123.00
Account(s)	334 -3150 - 34100 -580290 - P3410 - PESD00260
Funding Source(s):	ESD Operating Fund
District(s):	All

This was a Low Bid Procurement for a new contract.

The Purchasing & Strategic Sourcing and Environmental Services departments recommend award as
indicated to Andela Tool & Machine Inc. dba Andela Products the lowest responsive and responsible bidder.

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

CITY OF EL PASO, TEXAS AGENDA SUMMARY FORM



DEPARTMENT/COUNCIL OFFICE: Environmental Services

AGENDA DATE: July 21, 2026

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON NAME: Nicholas Ybarra, Environmental Services

PHONE NUMBER: (915) 212-6025

2nd CONTACT PERSON NAME: Claudia A. Garcia, Purchasing & Strategic Sourcing **PHONE NUMBER:** (915) 212-0043

DISTRICT(S) AFFECTED: All

AGENDA ITEM:

The award of solicitation 2026-0321 Glass Pulverizer to Andela Tool & Machine Inc. dba Andela Products for a term of one (1) year for an estimated amount of \$202,123.00.

Department:	Environmental Services
Award to:	Andela Tool & Machine Inc. dba Andela Products
City & State:	Richfield Springs, NY
Item(s):	All
Term:	1 Year
Option Term:	N/A
Total Contract Time:	1 Year
Term Estimated Award:	\$202,123.00
Option Term Estimated Award:	N/A
Total Estimated Award	\$202,123.00
Account(s)	334 -3150 - 34100 -580290 - P3410 - PESD00260
Funding Source(s):	ESD Operating Fund
District(s):	All

This was a Low Bid Procurement for a new contract

The Purchasing & Strategic Sourcing and Environmental Services departments recommend award as indicated to Andela Tool & Machine Inc. dba Andela Products the lowest responsive and responsible bidder.

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

ISSUE STATEMENT:

City Council is asked to approve the award of a new contract for a Glass Pulverizer. This contract will allow the purchase of a Glass Pulverizer to improve the City's glass recycling program by processing recycled glass into reusable sand- and gravel-sized material, enhancing recycling operations and improving the safe handling of glass.

BACKGROUND:

The Environmental Services Department collects recyclable glass through the Citizen Collection Station as part of the City's recycling program. The glass pulverizer will convert the collected glass into reusable material that can be used as an alternative to other materials. This purchase supports the City's ongoing efforts to improve recycling efficiency and enhance safety in material handling procedures.

Solicitation was advertised on March 10, 2026 and March 17, 2026. The solicitation was posted on City website on March 10, 2026. There were a total seventeen (17) viewers online; Two (2) bids were received; one (1) from a local supplier.

An Inadequate Competition Survey was conducted indicating the following:

1. Does not have equipment
2. Could not meet specifications

3. No response
4. Did not receive/ no opinion.

Contract Variance: N/A

No protest received for this requirement.

COUNCIL OPTIONS:

1. Award the contract as recommended;
2. Deny award if Council determines such action is in the best interest of the City;
3. Direct staff to re-solicit the procurement with revised evaluation criteria or policy direction, as permitted by law;
or
4. Postpone action, pending additional information.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by a City Council committee.

COMMUNITY AND STAKEHOLDER OUTREACH:

A pre-bid meeting was held on March 18, 2026. One (1) supplier was 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: \$202,123.00

Funding Source: ESD Operating Fund

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT (\$)
Form was provided to the applicant	

ATTACHMENTS:

1. Tabulation
2. View List
3. Inadequate Competition Survey

FOR MORE INFORMATION:

Nicholas Ybarra	(915)212-6025	YbarraNN@elpasotexas.gov
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City of El Paso Bid Tabulation Form

Bid Title: Glass Pulverizer

Solicitation Number: 2026-0321

Bid Opening: April 15, 2026

Department: Environmental Services

				Andela Tool & Machine Inc. dba Andela Products Richfield Springs, NY	Apfelbaum Industrial Inc. El Paso, TX
				Bidder 1 of 2	Bidder 2 of 2
Item No.	Description	Unit of Measure	Quantity	Price	Price
1	Glass Pulverizer	EA	1	\$202,123.00	\$329,859.50
	Total			\$202,123.00	\$329,859.50
Amendment acknowledged:				Yes	Yes
Hire El Paso First Certified:				No	No
Bids Solicited: 432 Local Bids Solicited: 177 Bids Received: 2 Local Bids Received: 1 No Bid: 3					
Note: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.					

Views for 2026-0321 Glass Pulverizer			
<u>No.</u>	<u>Participant Name</u>	<u>City</u>	<u>State</u>
1	APFELBAUM INDUSTRIAL, INC.	El Paso	TX
2	Andela Products (Andela Tool & Machine Inc)	Richfield Springs	NY
3	Electrical Power Products, Inc.	Des Moines	IA
4	Allometrics Inc.	Webster	TX
5	Delegard Tool of Texas	Houston	TX
6	ALAMEX INC	MANTECA	CA
7	Consilio Mentis LLC	El Paso	TX
8	Construction Reporter	Albuquerque	NM
9	Dream Ranch Supply & Procurement Group (Dream Ranch LLC)	Krum	TX
10	Expleco Limited	Blenheim	New Zealand
11	Heavy Duty Welding Works LLC	el paso	TX
12	HERCLA LLC	El Paso	TX
13	Reyes Sports Surfacing	E Paso	TX
14	SCM Consultants Inc.	Houston	TX
15	Sysol LLC	El Paso	TX
16	The PlanIt Room	El Paso	TX
17	TOCA LLC	KELLER	TX

Inadequate Competition Survey

2026-0321 Glass Pulverizer

Number of Views

Sample Size Scale

17	
17 or less - Contact	4
18 to 23 - Contact	5
24 to 27 - Contact	6
28 or More - Contact	25%
4	

Sample Size Selected

Survey Questions:

Please indicate, why you did not respond to our solicitation?	Number of Responses	Pct
Did not receive the Bid Notification (Confirm address on file)		0%
Did not have time to respond		0%
Could not provide competitive pricing		0%
Could not meet the submission deadline		0%
Not interested		0%
Does not have equipment	3	75%
Out of business		0%
No response	1	25%
Total		100%
Please provide feedback to our Specification		Pct
Specifications were good or adequate		0%
Specifications were not clear		0%
Could not meet specifications	3	75%
Specifications were limited or closed		0%
Did not receive/no opinion	1	25%
Just needed more time to review.		0%
Did not receive bid notification.		0%
Total		100%

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Shirley Snyder
Business Name	Andela Products
Agenda Item Type	Contract Award
Relevant Department	Environmental Services

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



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: Shirley Smyth Date: 4-2-26



CITY ATTORNEY'S OFFICE
AWARDEE LITIGATION REVIEW

7/14/2026

The City Attorney's Office has reviewed whether or not the proposed awardee:

Andela Tool & Machine Inc. dba Andela Products

has been involved in prior or active litigation with the City for a period of 10 years from the date of award:

☒	No prior litigation has been found.
☐	Litigation Listing follows:

Caption	Parties	Causes of Action	Status of Case

Reviewed by:



Joyce Garcia
Assistant City Attorney



Legislation Text

File #: 26-0801, 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 Carlos Silveyra Padilla, for the purchase price of \$80,300.00; such real property legally described as Lots 1 and 2, Block 25, Parkdale Addition Unit Four, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Volume 26, Page 14, Real Property Records of El Paso County, Texas.



City of El Paso Agenda Summary Form

City Clerk

Submitted On:

Jun 23, 2026, 10:08AM EDT

Department / Council Office	Real Estate Division
Agenda Date	July 21, 2026
Public Hearing Date	August 04, 2026
Email of User Submitting Form	samaniegodc@elpasotexas.gov
Contact Person	Mary Lou Espinoza 915-212-0825
2nd Contact Person	Mandy Contreras 915-212-1874
District(s) Affected	District 2
Agenda Item	An ordinance authorizing the conveyance of real property owned by the City of El Paso to Carlos Silveyra Padilla, for the purchase price of \$80,300.00; such real property legally described as Lots 1 and 2, Block 25, Parkdale Addition Unit Four, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Volume 26, Page 14, 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 Carlos Silveyra Padilla. Approval will result in \$80,300 of revenue for the City. The parcel was marketed through a licensed real estate broker in accordance with the Texas Local Government Code, Sections 253.014(b) and (d), which authorizes a home-rule municipality to contract with a broker for sale of municipal property and to sell such property after it has been listed for at least 30 days on a multiple-listing service to a qualified buyer submitting the highest cash offer.
Background	The City of El Paso desires to sell the real property parcel identified as Fonseca & Mainzer_PID 27238, consisting of approximately 0.25 acres of vacant land, that is proposed to be conveyed to Carlos Silveyra Padilla. The property was reviewed by City Council in Executive Session in February 2026.
Council Options	1. Approve the sale as presented. 2. Decline approval and retain property as part of City inventory 3. Decline approval and direct staff to return with alternative options for land utilization.
Committee Review and/or Recommendation	The property was vetted by multiple City departments through the Capital Assets & Real Estate (CARE) Committee. It has been ident 171

	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 February 2026.
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 - not applicable.
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 CARLOS SILVEYRA PADILLA, FOR THE PURCHASE PRICE OF \$80,300.00; SUCH REAL PROPERTY LEGALLY DESCRIBED AS LOTS 1 AND 2, BLOCK 25, PARKDALE ADDITION UNIT FOUR, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 26, PAGE 14, 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 Lots 1 and 2, Block 25, PARKDALE ADDITION UNIT FOUR, an addition to the City of El Paso, El Paso County, Texas, according to the Plat thereof recorded in Volume 26, Page 14, Real Property Records of El Paso County, Texas, such property being owned by the City of El Paso, for the purchase price of \$80,300.00. Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with Carlos Silveyra Padilla, (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.

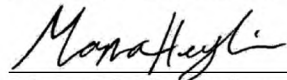
CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT



Mary Lou Espinoza
Capital Assets Manager
Real Estate Division

ORDINANCE NO. _____

1

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT OF SALE
PID 27238

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 Carlos Silveyra Padilla (“**Buyer**”). For the convenience of the parties, all defined terms appear in **bold face** print when first defined. The parties agree as follows:

SECTION 1. SALE AND PURCHASE AND CONVEYANCE OF THE PROPERTY.

- A. Subject to the terms of this Agreement, the Seller will sell to the Buyer and the Buyer will purchase from the Seller the property described as follows and hereinafter referred to as the “**Property**”:

Lots 1 and 2, Block 25, PARKDALE ADDITION UNIT FOUR, an addition to the City of El Paso, El Paso County, Texas, according to the Plat thereof recorded in Volume 26, Page 14, 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 \$80,300 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 \$803 (“**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:

Carlos Silveyra Padilla
627 Rosinante Rd.
El Paso, Texas 79922
carlos@venicegroup.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**.

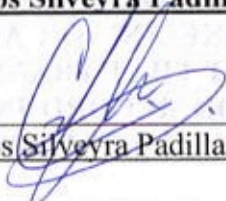
Notary Public, State of Texas

My commission expires:

EXECUTED by Buyer the 16 day of June, 2026

BUYER:

Carlos Silveyra Padilla

By: 

Carlos Silveyra Padilla, Buyer

THE STATE OF Texas §

COUNTY OF El Paso §

This instrument was acknowledged before me on this 16 day of June, 2026
by Carlos Silveyra Padilla of the Buyer.


Notary Public, State of Texas

My commission expires:

10-26-2028



**ATTACHMENT “A”
FOR EXHIBIT PURPOSES ONLY**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Effective Date: _____, {Year}

Grantor: **City of El Paso, Texas**, a Texas home-rule municipality

Grantor’s Mailing Address: City of El Paso
P.O. Box 1890
El Paso, Texas 79950-1890

Grantee: {'General - Entity Legal Name'}

Grantee’s Mailing Address: {'General - Entity Address'}

PROPERTY (INCLUDING ANY IMPROVEMENTS):

{'Property Legal Description'}, as more particularly described in **Attachment “A”**.

CONSIDERATION

\$10.00 and other valuable consideration, receipt of which is hereby acknowledged.

EXCEPTIONS TO CONVEYANCE

To be added per title commitment.

RESERVATIONS TO CONVEYANCE

To be added.

WARRANTY AND CONVEYANCE

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and exceptions to warranty, GRANTS, SELLS, and CONVEYS to the GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to the GRANTEE, the GRANTEE’S administrators, successors and assigns forever. The GRANTOR binds the GRANTOR and the GRANTOR’S successors and assigns to warrant and forever defend all and singular the Property to the GRANTEE and the GRANTEE’S

administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor, but not otherwise.

EXCEPT AS EXPRESSLY PROVIDED IN THAT CERTAIN CONTRACT OF SALE DATED _____, 202__ BETWEEN THE GRANTOR AND THE GRANTEE, THE CONVEYANCE OF THE PROPERTY IS ON AN "AS IS" BASIS, WITH THE GRANTOR NOT MAKING, AND THE GRANTEE NOT RELYING UPON, ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, OTHER THAN SPECIAL WARRANTY OF TITLE.

IN WITNESS WHEREOF this Special Warranty Deed is executed this ____ day of _____, {Year}.

GRANTOR:
CITY OF EL PASO

By: _____
Dionne L. Mack, City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument was acknowledged before me on the ____ day of _____, {Year}, by Dionne L. Mack, City Manager, City of El Paso.

Notary Public in and for the State of Texas

My Commission expires: _____

AFTER RECORDING, RETURN TO:

City of El Paso
City Clerk's Office
P.O. Box 1890
El Paso, TX 79950-1890

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name Carlos Silveira Padilla

Business Name N/A

Agenda Item Type Sale of city-owned real estate

Relevant Department Real Estate Division

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

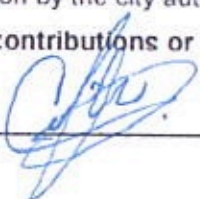


I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

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 heroby 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: _____

5/18/26



Legislation Text

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

Submitted On: Jun 10, 2026, 09:31AM EDT

City Clerk

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

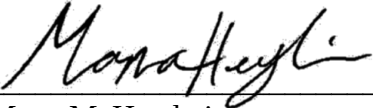
ORDINANCE NO. _____

1

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

ORDINANCE NO. _____

2

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:

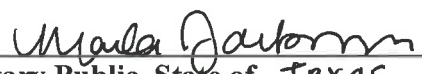
EXECUTED by Buyer the 1st day of June, 2026

BUYER:
Flor Maria Chacon

By: 
Flor Maria Chacon

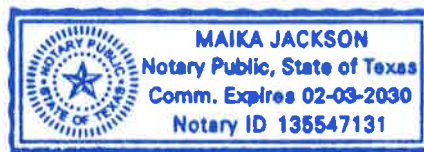
THE STATE OF Texas §
 §
COUNTY OF El Paso §

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



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



Legislation Text

File #: 26-0741, Version: 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 3

Planning and Inspections, Kevin W. Smith, (915) 212-1566

Planning and Inspections, Blanca Perez, (915) 212-1561

AGENDA LANGUAGE:

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

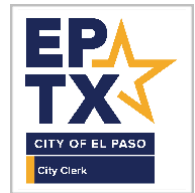
An Ordinance granting Special Permit No. PZST25-00020, to allow for a governmental use, building on the property described as a portion of the Block labeled "City School/Park," also known as "unnumbered" Block, Cielo Vista Park Subdivision, 7024 Cielo Vista Drive, City of El Paso, El Paso County, Texas,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

Subject Property: 7024 Cielo Vista Dr.

Applicant: Daniel C. Carrillo

Case Number: PZST25-00020

**CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM**



DEPARTMENT / COUNCIL OFFICE: Planning and Inspections

AGENDA DATE: 06/23/2026

PUBLIC HEARING DATE: 07/21/2026

CONTACT PERSON NAME: Kevin W. Smith

PHONE NUMBER: (915) 212-1566

2nd CONTACT PERSON NAME: Blanca Perez

PHONE NUMBER: (915) 212-1561

DISTRICT(S) AFFECTED: 3

AGENDA ITEM:

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

Subject Property: 7024 Cielo Vista Dr.

Applicant: Daniel C. Carrillo

Case Number: PZST25-00020

ISSUE STATEMENT:

The applicant proposes a special permit and approval of a detailed site development for property at 7024 Cielo Vista Dr. to allow for a proposed governmental use, building. The request is being reviewed in accordance with El Paso City Code Title 20 - Zoning and Plan El Paso, the City's Comprehensive Plan.

BACKGROUND:

The applicant proposes a special permit and approval of a detailed site development for the property at 7024 Cielo Vista Dr. to allow for the proposed governmental use, building for the El Paso Central Regional Command Center. The proposed special permit meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan. Staff and City Plan Commission recommend approval of the request.

As of June 9, 2026, the Planning Division has received three (3) calls of inquiry and two (2) calls in support to the special permit request. See attached staff report for additional information.

COUNCIL OPTIONS:

Approve (Staff and CPC recommendation)
Approve with Conditions
Deny

COMMITTEE REVIEW AND/OR RECOMMENDATION:

City Plan Commission recommended 7-0 to approve the proposed special permit on April 9, 2026.

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

Applicant notified appropriate neighborhood associations of the request prior to submittal of a complete application.
Public notices were sent to all property owners within 300 feet of the subject property.

RELATED CITY POLICIES:

El Paso City Code Title 20 - Zoning, Plan El Paso

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

☐

Legal counsel reviewed as a part of Council packet

☒

Legal counsel reviewed in advance of packet as an individual item

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

See attached.

NAME	AMOUNT (\$)

ATTACHMENTS:

- A. Ordinance
- B. Detailed Site Development Plan
- C. Staff Report
- D. Contribution Form

FOR MORE INFORMATION:

Luis Zamora, Chief Planner

(915) 212-1552

ZamoraLF@elpasotexas.gov

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

SIGNATURE:

Kevin Smith

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

ORDINANCE NO. _____

AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST25-00020, TO ALLOW FOR A GOVERNMENTAL USE, BUILDING ON THE PROPERTY DESCRIBED AS A PORTION OF THE BLOCK LABELED “CITY SCHOOL/PARK”, ALSO KNOWN AS “UNNUMBERED” BLOCK, CIELO VISTA PARK SUBDIVISION, 7024 CIELO VISTA DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.04.260 OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, City of El Paso has applied for a Special Permit under Section 20.04.260 of the El Paso City Code to allow for a governmental use, building; and,

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

WHEREAS, the City Plan Commission has recommended approval of the subject Special Permit; and

WHEREAS, the subject Special Permit has been submitted to the City Council of the City of El Paso for review and approval; and

WHEREAS, the City Council of the City of El Paso finds that the application conforms to all requirements of Section 20.04.320 of the El Paso City Code.

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

1. That the property described as follows, is in a R-4 (Residential) District: *A portion of the Block labeled “City School/Park”, also known as “Unnumbered” Block, Cielo Vista Park Subdivision, 7024 Cielo Vista Drive, City of El Paso, El Paso County, Texas* and as more particularly described by metes and bounds on the attached **Exhibit “A”**; and,

2. That the City Council hereby grants a Special Permit under Section 20.04.320 of the El Paso City Code to allow for a governmental use, building on the property described in Paragraph 1 of this Ordinance; and,

3. That this Special Permit is issued subject to the development standards in the R-4 (Residential) District regulations and is subject to the approved Detailed Site Development Plan signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as **Exhibit “B”** and is incorporated herein by reference for all purposes; and,

4. That if at any time the Applicant fails to comply with any of the requirements of this Ordinance, Special Permit No. PZST25-00020, shall be subject to termination; construction

or occupancy shall be discontinued; and the Applicant shall be subject to the penalty provisions of Chapter 20.24 and any other legal or equitable remedy; and,

5. That the Applicant shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary to the City Plan Commission before building permits are issued.

ADOPTED this ____ day of _____, 2026.

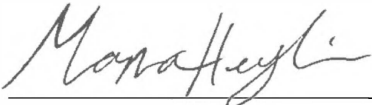
THE CITY OF EL PASO

ATTEST:

Renard U. Johnson
Mayor

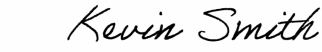
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Mona Heydarian
Assistant Attorney

APPROVED AS TO CONTENT:



Kevin W. Smith, Interim Director
Planning & Inspections Department

AGREEMENT

City of El Paso, referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the **R-4 (Residential) District** regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 15 day of April, 2026.

City of El Paso

Hernandez

(Signature)

CITY ENGINEER

(Name/Title)

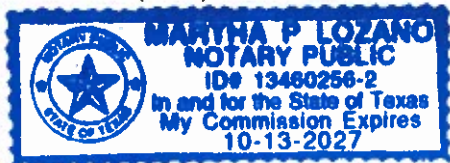
ACKNOWLEDGMENT

THE STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument is acknowledged before me on this 15 day of April, 2026, by Yvette Hernandez for City of El Paso as Applicant.

(Seal)



My Commission Expires:

10-13-2027

Martha P. Lozano

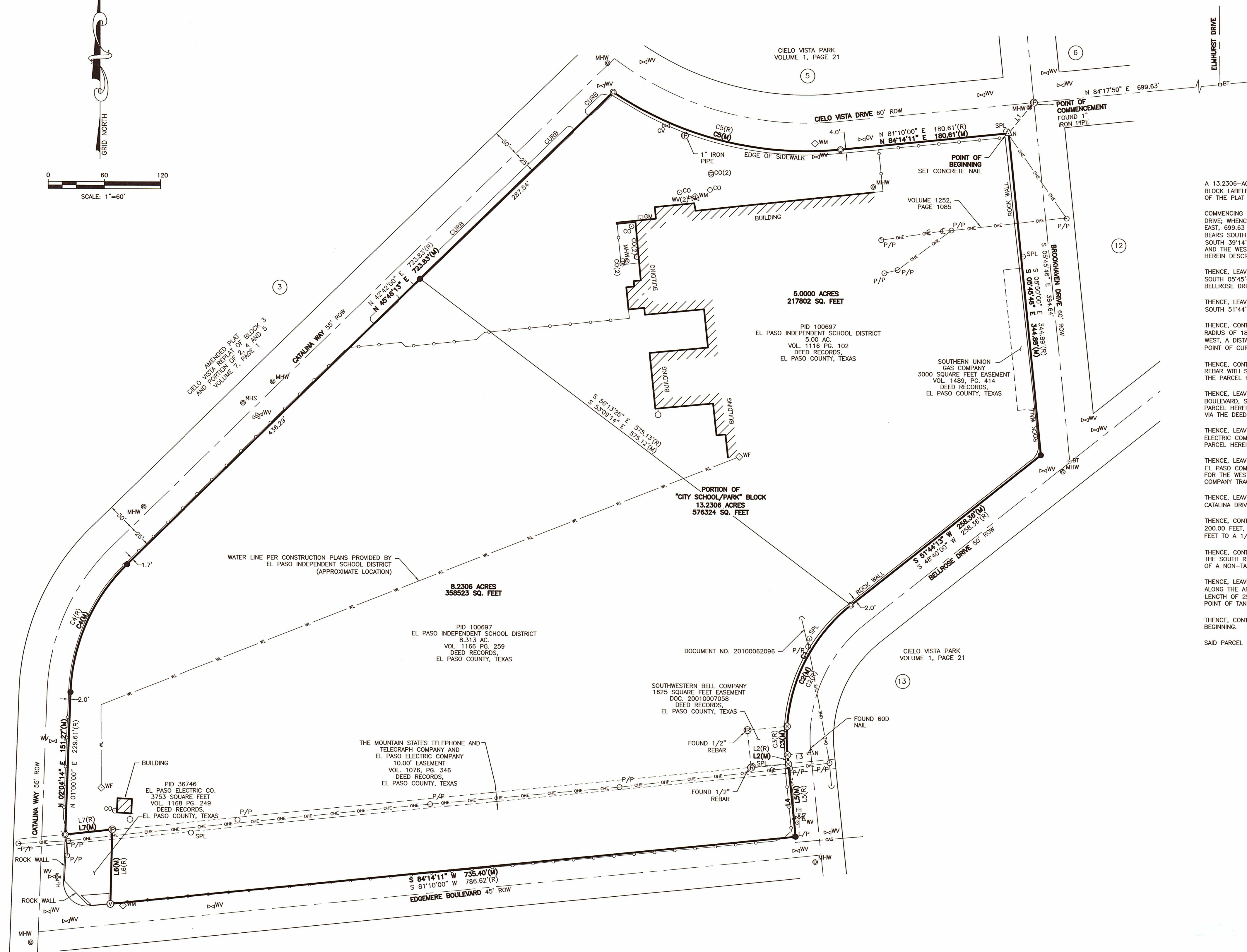
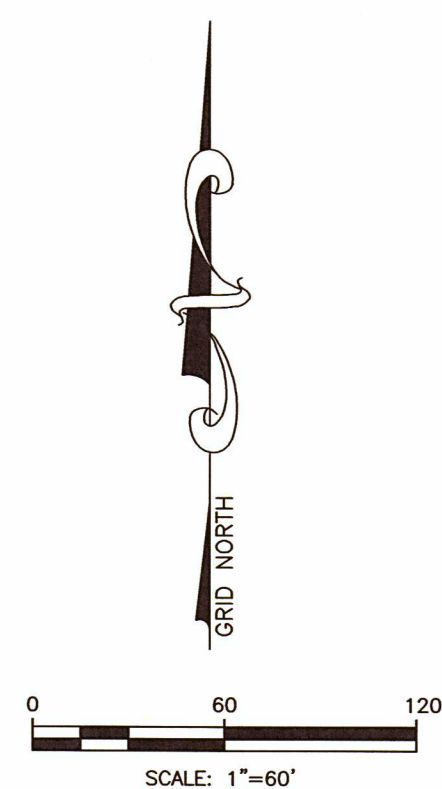
Notary Public, State of Texas

Signature

Martha P. Lozano

Printed or Typed Name

EXHIBIT "A"



METES AND BOUNDS DESCRIPTION

A 13.2306-ACRE PARCEL SITUATE WITHIN THE CORPORATE LIMITS OF THE CITY OF EL PASO, EL PASO COUNTY, TEXAS AS A PORTION OF THE BLOCK LABELED "CITY SCHOOL/PARK", ALSO KNOWN AS "UNNUMBERED" BLOCK, CIELO VISTA PARK SUBDIVISION AS FILED IN VOLUME 1, PAGE 21 OF THE PLAT RECORDS OF EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOW:

COMMENCING FOR REFERENCE AT A ONE INCH IRON PIPE FOUND AT THE CENTERLINE INTERSECTION OF CIELLO VISTA DRIVE AND BROOKHAVEN DRIVE; WHENCE, A SQUARE BOLT FOUND AT THE CENTERLINE INTERSECTION OF CIELLO VISTA DRIVE AND ELMHURST DRIVE BEARS NORTH 84°17'50" EAST, 699.63 FEET; AND WHENCE, A SQUARE BOLT FOUND AT THE CENTERLINE INTERSECTION OF BROOKHAVEN DRIVE AND BELLROSE DRIVE BEARS SOUTH 05°45'46" EAST, 384.64 FEET; THENCE, LEAVING THE CENTERLINE INTERSECTION OF CIELLO VISTA DRIVE AND BROOKHAVEN DRIVE, SOUTH 30°14'13" WEST, 42.43 FEET TO A CONCRETE NAIL SET AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF CIELLO VISTA DRIVE AND THE SOUTH-BOUND WEST-BOUND ONE-WAY LINE OF BROOKHAVEN DRIVE FOR THE POINT OF BEGINNING AND THE NORTHEAST CORNER OF THE PARCEL. HEREIN DESCRIBED.

THENCE, LEAVING THE SOUTH RIGHT-OF-WAY LINE OF CIELO VISTA DRIVE AND FOLLOWING THE WEST RIGHT-OF-WAY LINE OF BROOKHAVEN DRIVE SOUTH 05°45'46" EAST, 344.88 FEET TO A 1/2 INCH REBAR WITH SURVEY CAP NO. "TX 5337" SET ON THE NORTHWEST RIGHT-OF-WAY LINE OF BELLSORE DRIVE FOR THE MOST EASTERLY CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, LEAVING WEST RIGHT-OF-WAY LINE OF BROOKHAVEN DRIVE AND FOLLOWING THE NORTHWEST RIGHT-OF-WAY LINE OF BELLROSE DRIVE, SOUTH 51°44'13" WEST, A DISTANCE OF 258.36 FEET TO A CHISELED "X" SET FOR A POINT OF CURVATURE;

THENCE, CONTINUING ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF BELLROSE DRIVE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 57°29'53", AN ARC LENGTH OF 180.64 FEET AND WHOSE LONG CHORD BEARS SOUTH 22°59'16" WEST, A DISTANCE OF 173.15 FEET TO A CHISELED "X" FOUND FOR A POINT OF CURVATURE; WHENCE, A 60D NAIL FOUND FOR THE CENTERLINE POINT OF CURVATURE OF BELLROSE DRIVE BEARS NORTH 84°15'07" EAST, 25.00 FEET;

THENCE, CONTINUING ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF BELLROSE DRIVE, SOUTH 05°45'40" EAST, 87.55 FEET TO A 1/2 INCH REBAR WITH SURVEY CAP NO. "TX 5337" SET ON THE NORTH RIGHT-OF-WAY LINE OF EDEMGERE BOULEVARD FOR THE SOUTHEAST CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, LEAVING THE NORTHWEST RIGHT-OF-WAY LINE OF BELLROSE DRIVE AND FOLLOWING THE NORTH RIGHT-OF-WAY LINE OF EDMERE BOULEVARD, SOUTH 84°14'11" WEST, A DISTANCE OF 735.40 FEET TO A CHISELED "V" FOUND FOR THE EAST SOUTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED, IDENTICAL TO THE SOUTHEAST CORNER OF A 3753 SQUARE FEET TRACT GRANTED TO EL PASO ELECTRIC COMPANY VIA THE DEED FILED IN VOLUME 1168, PAGE 249 OF THE DEED RECORDS OF EL PASO COUNTY TEXAS;

THENCE, LEAVING THE NORTH RIGHT-OF-WAY LINE OF EDMERE BOULEVARD AND FOLLOWING THE EAST BOUNDARY LINE OF SAID EL PASO ELECTRIC COMPANY TRACT, NORTH 01°24'11" EAST, A DISTANCE OF 79.29 FEET TO A 2-INCH IRON PIPE FOUND FOR AN ANGLE POINT OF THE PARCEL HEREIN DESCRIBED, IDENTICAL TO THE NORTHEAST CORNER OF SAID EL PASO ELECTRIC COMPANY TRACT;

THENCE, LEAVING THE EAST BOUNDARY LINE OF SAID EL PASO ELECTRIC COMPANY TRACT AND FOLLOWING THE NORTH BOUNDARY LINE OF SAID EL PASO COMPANY TRACT, SOUTH 83°36'12" WEST, 50.43 FEET TO A CHISELED "X" SET ON THE EAST RIGHT-OF-WAY LINE OF CATALINA WAY FOR THE WEST SOUTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED, IDENTICAL TO THE NORTHWEST CORNER OF SAID EL PASO ELECTRIC COMPANY TRACT;

THENCE, LEAVING THE NORTH BOUNDARY LINE OF SAID EL PASO ELECTRIC COMPANY TRACT AND FOLLOWING THE EAST RIGHT-OF-WAY LINE OF CATALINA DRIVE, NORTH 02°04'14" EAST, 151.27 FEET TO A 1/2 INCH REBAR WITH SURVEY CAP NO. "TX 5337" SET FOR A POINT OF CURVATURE;

THENCE, CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF CATALINA WAY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 43°41'59", AN ARC LENGTH OF 152.54 FEET AND WHOSE LONG CHORD BEARS NORTH 23°55'14" EAST, 148.87 FEET TO A 1/2 INCH REBAR WITH SURVEY CAP NO. TX 5337 SET FOR A POINT OF TANGENCY;

THENCE, CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF CATALINA WAY, NORTH 45°46'13" EAST, 723.83 FEET TO A CHISELED "X" SET ON THE SOUTH RIGHT-OF-WAY LINE OF CIELO VISTA DRIVE FOR THE NORTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE, LEAVING THE EAST RIGHT-OF-WAY LINE OF CATALINA WAY AND FOLLOWING THE SOUTH RIGHT-OF-WAY LINE OF CIELO VISTA DRIVE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 39°30'54", AN ARC LENGTH OF 255.18 FEET AND WHOSE LONG CHORD BEARS SOUTH 76°00'55" EAST, A DISTANCE OF 250.15 FEET TO CHISELED "X" SET FOR A POINT OF TANGENCY;

THENCE, CONTINUING ALONG THE SOUTH RIGHT-OF-WAY LINE OF CIELO VISTA DRIVE, NORTH 84°14'11" EAST, 180.61 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 13.2306 ACRES, MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS OF RECORDS.

LEGEND

⬮ BT	FOUND SQUARE BOLT	○ CW	CLEAN OUT
●	SET 1/2" REBAR WITH SURVEY CAP NO. "TX 5337"	▷ WM	WATER VALVE
⊗	FOUND IRON REBAR AS NOTED	○ WM	WATER METER
△	FOUND IRON PIPE AS NOTED	⊗ FH	FIRE HYDRANT
△ N	SET OR FOUND NAIL AS NOTED	▷ FH	GAS VALVE
⊗	SET CHISELED "X"	□ G	GAS METER
⊗	FOUND CHISELED "X"	□	SIGN AS NOTED
⊗	FOUND CHISELED "V"	— ONE — ONE —	OVERHEAD ELECTRIC LINE
○ P/P	POWER POLE	— GAS —	GAS LINE
○ L/P	LIGHT POLE	— WL —	WATER LINE
○ SPL	SERVICE POLE LIGHT WIRE	— — — — —	CENTERLINE OF RIGHT-OF-WAY
—	UTILITY WIRE	— ○ —	CHAINLINK FENCE
⊗ MHW	SANITARY SEWER MANHOLE	(M)	MEASURED BEARING/DISTANCE
○	FAUCET	(R)	RECORD BEARING/DISTANCE
○ WF	WATER FOUNTAIN	(2)	BLOCK NUMBER

CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAT OF SURVEY AND
DESCRIPTION WERE PREPARED BY ME OR UNDER MY
SUPERVISION AND ARE TRUE AND CORRECT TO THE
BEST OF MY KNOWLEDGE AND BELIEF.

ISAAC CAMACHO
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5337
APRIL 15, 2024



REV.	DATE	BY	DESCRIPTION
1	3/11/2022	KC	ADDED VOLUME AND PAGE FOR EPEC LINE ON SOUTH PORTION OF PROPERTY AND LOCATION OF WATERLINE ON WEST PORTION OF PROPERTY
2	4/15/2024	KC	CORRECTED RIGHT-OF-WAY WIDTH OF CATALINA WAY

"CITY SCHOOL/PARK" BLOCK,
CIELO VISTA PARK,
 CITY OF EL PASO,
 EL PASO COUNTY, TEXAS.

Consulting Civil Engineers & Surveyors
 1130 Montano Ave., El Paso, Texas 79902
 Ph: (815) 533-4600 Fax:(815)533-4671
 Email: F.X.S.A., Inc. 10044e-02
www.fxsa.com

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 39°14'13" W	42.43'
L2(M)	S 05°45'40" E	9.87'
L2(R)	S 08°50'00" E	9.90'
L3(M)	N 84°15'00" E	25.00'
L3(R)	N 81°10'00" E	25.00'
L4(M)	S 05°45'40" E	77.68'
L5(M)	S 05°45'40" E	87.55'
L5(R)	S 08°50'00" E	87.02'
L6(M)	N 01°24'11" E	79.29'
L6(R)	N 01°02'12" E	80.00'
L7(M)	S 83°36'12" W	50.43'
L7(R)	S 81°09'48" W	50.00'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	180.00'	150.36"	146.03'	S 27.48 21° E	47.51 43°
C2	180.00'	180.64"	176.15'	S 22.58 14° W	57.29 53°
C2(R)	180.00'	180.64"	173.15'	S 05.01 35° E	W 57.30 00°
C3	180.00'	30.27"	30.24"	N 05.56 35° E	9.38 10°
C4	200.00'	30.24"	30.01 13'	S 03.11 31° E	9.38 15°
C4(R)	200.00'	152.54"	148.87'	N 23.55 14° E	43.11 59°
C4(R)	200.00'	152.54"	148.87'	N 25.01 00° E	43.32 00°
C5	370.00'	255.18"	255.12'	S 76.00 05° E	39.40 50°
C5(R)	370.00'	255.18"	255.12'	N 13.99 55° E	39.40 38°

NOTES.

MEASURED BEARINGS ARE REFERENCED TO NAD83 (2011), TEXAS STATE PLANE COORDINATE SYSTEM CENTRAL ZONE 4203. DISTANCES AND COORDINATES ARE GROUND DISTANCES IN U. S. SURVEY FEET. MULTIPLY THE GROUND DISTANCES BY A SCALE FACTOR OF 0.999769053 TO CONVERT TO GRID VALUES.

RECORD BEARINGS
SITE" PREPARED BY

UTILITY NOTE:

UTILITIES SHOWN HEREON ARE VISIBLE EVIDENCE, NO DIGGING WAS PERFORMED TO DETERMINE THE ACTUAL LOCATION OF BURIED UTILITIES. THE SURVEYOR DOES NOT GUARANTEE THE COMPLETENESS OR ACCURACY OF THE UTILITY DATA SHOWN HEREON. ACTUAL LOCATIONS SHOULD BE VERIFIED PRIOR TO ANY EXCAVATING.

THIS SURVEY (MAP) CONTAINS INFORMATION THAT IS PROPRIETARY TO THE FRANK X. SPENCER & ASSOC., INC. ITS USE OR DISCLOSURE IN WHOLE OR IN PART WITHOUT THE EXPRESS WRITTEN PERMISSION OF FRANK X. SPENCER & ASSOC., INC. IS PROHIBITED.

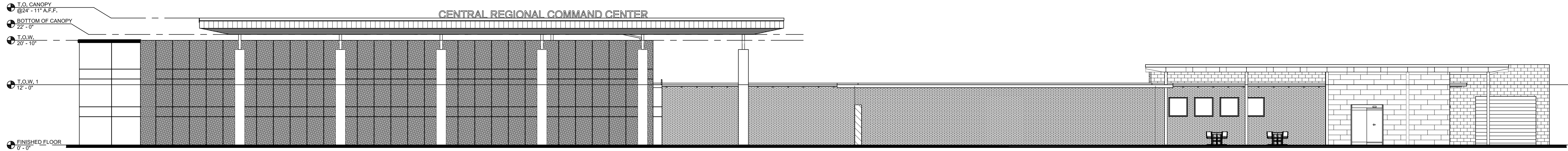
THIS SURVEY (MAP) IS ALSO AN UNPUBLISHED WORK PROTECTED UNDER THE COPYRIGHT LAWS OF THE UNITED STATES OF AMERICA. IF THIS WORK BECOMES PROTECTED, THE FOLLOWING NOTICE SHALL APPLY:



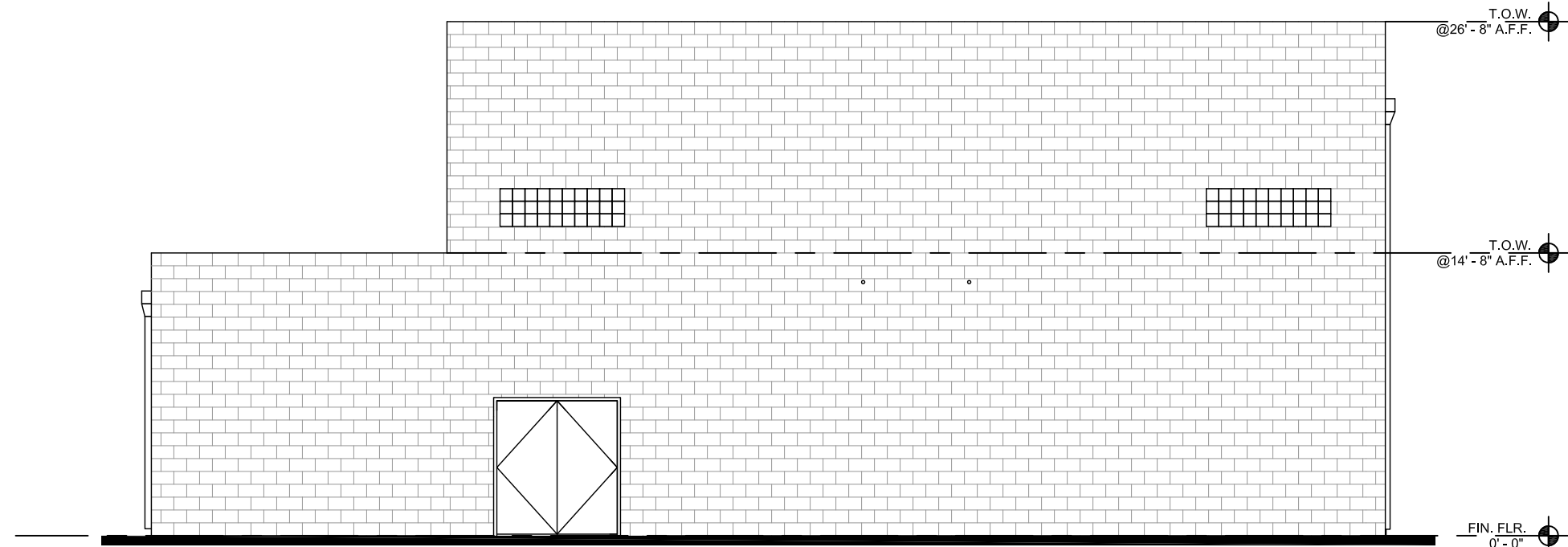
IT'S THE LAW
AND IT'S FREE - CALL BEFORE YOU DIG
CALL TWO WORKING DAYS BEFORE YOU DIG IN TEXAS, DIAL 811
OR CONTACT US AT: 1-800-344-8377

ES LA LEY
GRATIS PARA USTED - LLAME ANTES
LLAME 2 DIAS DE TRABAJO ANTES DE EXCAVAR EN TEXAS, MARQUE 811
O LLAME AL NUMERO: 1-800-344-8377

EXHIBIT "B"



4 WEST ELEVATION - BUILDING A
SCALE: 1" = 10'-0"



5 EAST ELEVATION - BUILDING B
SCALE: 1/8" = 1'-0"

GEN NOTES:

ALL NEW SIDEWALKS ARE MINIMUM 5'-0" FEET IN WIDTH. EXISTING SIDEWALKS VARY IN WIDTH, REFER TO SITE PLAN.
ALL NEW LIGHTING POLES ARE 25'-0" FEET IN HEIGHT.
MOST CURRENT SURVEY PROVIDED TO ASA ARCHITECTS WAS DONE BY PLS (PRECISION LAND SURVEYORS) DATED 2025. PROPOSED RETENTION POND(S) IN CIVIL DRAWINGS BY QUANTUM ENGINEERING.

LEGAL DESCRIPTION: BEING A PORTION OF THE BLOCK LABELED "CITY SCHOOL / PARK", ALSO KNOWN AS "UNNUMBERED" BLOCK, CIELO VISTA PARK SUBDIVISION, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, ACCORDING TO THE WARRANTY DEED DATED AUGUST 02, 2024, TO CITY OF EL PASO, RECORDED IN INSTRUMENT NO. 20240086559, OFFICIAL RECORDS OF EL PASO COUNTY TOTAL CONTAINING: 7.8147 ACRES, PID NO. 100697.

Zoning Ordinance: City of El Paso Zoning Ordinance
Applicable Ordinance in Effect (incl. version and printing):
Zone: R-4
Yard and lot area standards:

- Front yard: 10', except that a 20' driveway must be provided
- Rear yard: 10'
- Minimum Cumulative Front & Rear Yard Total: 45'
- Side yard: 5'
- Side street side yard: 10'
- Min. Cumulative Side & Side Street Yard Total: N/A

Use or use category: Police Command Center (Administrative Office)
Off-street parking spaces required: Minimum: 1/576 sf GFA, Maximum: 1/400 sf GFA

BUILDING "A" (MAIN BUILDING) Renovation 38,663+ Additions 2,071+634+207 = 41,575 G.S.F.
BUILDING "B" (EXERCISE FITNESS BUILDING) = 5,103 G.S.F.
TOTAL CONSTRUCTION AREA: = 46,678 G.S.F.

46,678 / 576 = 81 Spaces Minimum
46,678 / 400 = 117 Spaces Maximum

Fleet Parking:
Vehicles - 172 + 3 motorcycles

Parking Staff:
Vehicles 80
ADA (per Table 1106.2), 4 required - 4 Provided

Parking Visitors:
Vehicles 43
ADA, 2 required - 6 Provided

Total Spaces Provided 133
Exemption for Over Maximum Amount

Accessible Parking:
76 to 100 for Total Number of Staff Parking: 4 Required
6 Provided
26 to 50 for Total Number of Visitor Parking: 2 Required
6 Provided

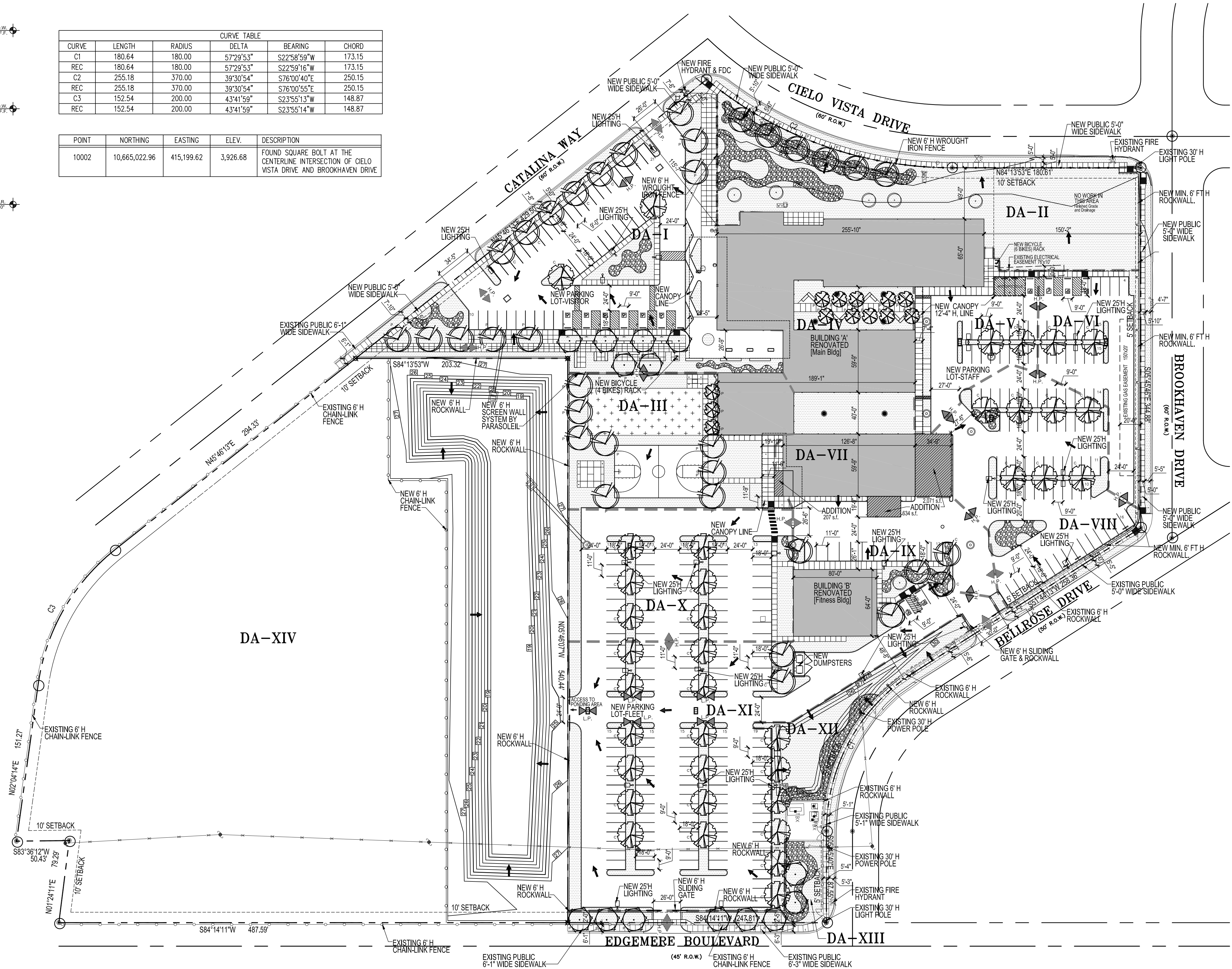
Bicycle Parking:
Per Code 5% of total parking spaces over 60.
Bicycle Parking for Staff: REQUIRED 10
Bicycle Parking for Staff: PROVIDED (indoor + outdoor) 40 + 10= 50
Bicycle Parking for Visitor: REQUIRED 2
Bicycle Parking for Visitor: PROVIDED 4

Heavy Truck Trailer per Appendix C.
46,678/200,000 sf GFA = 0.23 Space; No Space Required/Provided.

ACTUAL BUILDING HEIGHTS: 24'-11" and 26'-8"

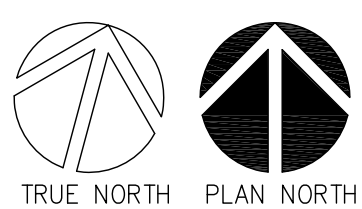
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	180.64	180.00	57°29'53"	S22°58'59"W	173.15
REC	180.64	180.00	57°29'53"	S22°59'16"W	173.15
C2	255.18	370.00	39°30'54"	S76°00'40"E	250.15
REC	255.18	370.00	39°30'54"	S76°00'55"E	250.15
C3	152.54	200.00	43°41'59"	S23°55'13"W	148.87
REC	152.54	200.00	43°41'59"	S23°55'14"W	148.87

POINT	NORTHING	EASTING	ELEV.	DESCRIPTION
10002	10,665,022.96	415,199.62	3,926.68	FOUND SQUARE BOLT AT THE CENTERLINE INTERSECTION OF CIELO VISTA DRIVE AND BROOKHAVEN DRIVE



SITE PLAN LEGEND

SYMBOL	LANDSCAPING COMMON NAME	BOTANICAL NAME	CIVIL
	2" CALIPER TREE - 10' HEIGHT MINIMUM - SINGLE LEADER UNLESS OTHERWISE INDICATED		
	EXISTING TREE TO BE REMAIN AND BE PROTECTED		
	CHILEAN MESQUITE	PROSOPIS CHILENSIS	
	CHINESE PISTACHE	PISTACIA CHINENSIS	
	RAYWOOD ASH	FRAXINUS OXYCARPA	
	PURPLE LEAF PLUM	PRUNUS CERASIFERA	
	TURF, GRAVELS, & MULCHES		
	PARADISE PRO OLIVE ARTIFICIAL TURF OR APPROVED EQUAL AVAILABLE AT TURF PROS DISTRIBUTORS		
	3/4" PADRE CANYON RED ROCK OR APPROVED EQUAL		
	3" DEPTH W/ MIRAF 140NC WEED BARRIER		
	3'-6" COBBLE STONE OR APPROVED EQUAL		
	3" DEPTH W/ MIRAF 140NC WEED BARRIER		



OVERALL SITE PLAN

SCALE: 1" = 50'



PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
DETAILED SITE DEVELOPMENT PLAN
APPROVED BY CITY COUNCIL
June 9, 2026
DATE

for APPLICANT
EXECUTIVE SECRETARY, CITY PLAN COMMISSION
CITY MANAGER

Detailed Site Development Plan
Central Regional Command Center
for:
El Paso Police Department
7024 Cielo Vista Drive, El Paso TX 79925

ISSUE:	02-24-2025
PROJECT NUMBER:	21109E
DRAWN BY:	Author
CHECKED BY:	Checker
SHEET TITLE:	DETAILED SITE DEVELOPMENT PLAN

ASDP1.0

7024 Cielo Vista

City Plan Commission — April 9, 2026

SPECIAL PERMIT

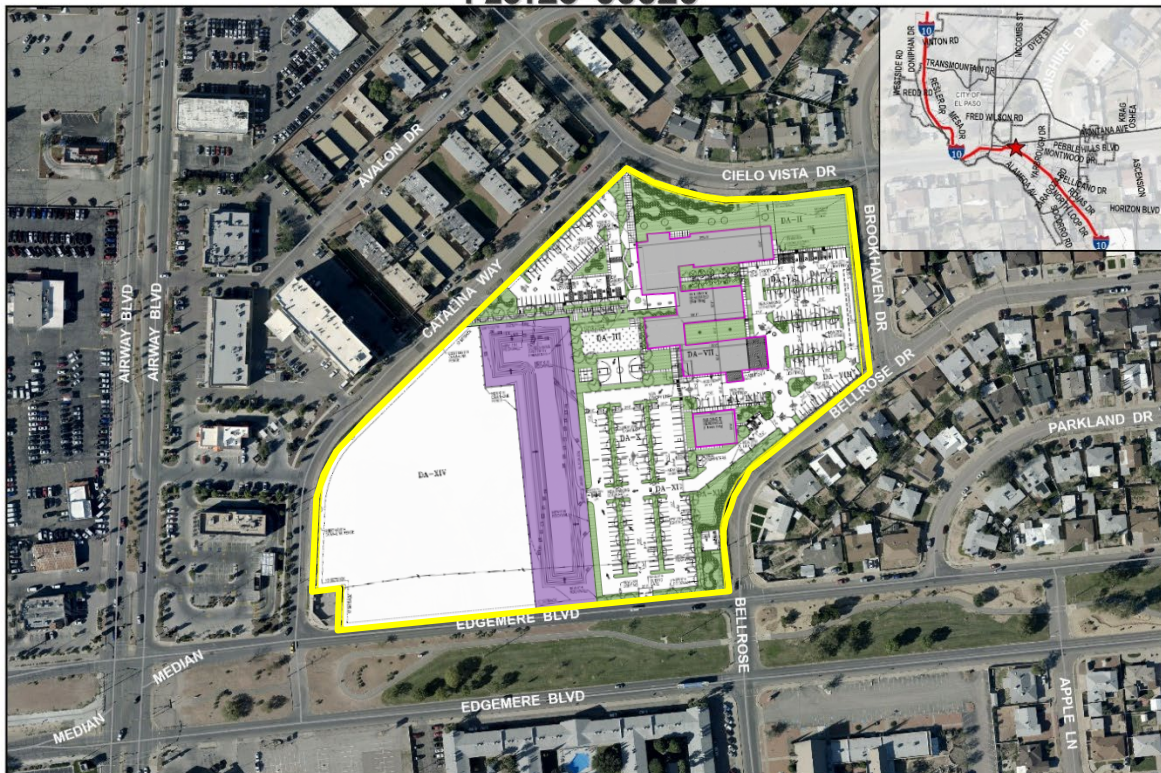


CASE NUMBER:	PZST25-00020
CASE MANAGER:	Blanca Perez, (915) 212-1561, PerezBM@elpasotexas.gov
PROPERTY OWNER:	City of El Paso
REPRESENTATIVE:	Enrique Escobedo, AIA
LOCATION:	7024 Cielo Vista Dr. (District 3)
PROPERTY AREA:	13.23 acres
EXISTING ZONING:	R-4 (Residential)
REQUEST:	Special Permit for Governmental Use, Building and Detailed Site Development Plan approval
RELATED APPLICATIONS:	None
PUBLIC INPUT:	Three (3) calls of inquiry and two (2) calls in support received as of April 1, 2026.

SUMMARY OF REQUEST: The applicant is requesting a special permit to allow for a governmental use, building for an existing development to be converted into offices for the City of El Paso's Central Regional Command Center in the R-4 (Residential) zone district in accordance with the El Paso City Code Section 20.04.320 – Special Permit.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the special permit request for governmental use, building and detailed site development plan in the R-4 (Residential) zone district. The proposed development meets all the requirements of El Paso City Code Section 20.04.320 – Special Permit Approvals and Section 20.04.150 – Detailed Site Development Plan Procedures.

PZST25-00020



This map is designed for illustrative purposes only. The features depicted here are approximate and more specific details may be required to draw accurate conclusions. Engagements 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 Section makes no claim to its accuracy or completeness.



Subject Property

0 50 100 200 300 400 Feet



Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting a special permit to allow for a governmental use, building for an existing development to be converted into offices for the City of El Paso's Central Regional Command Center in the R-4 (Residential) zone district. The subject property is approximately 13.23 acres and was formerly an elementary school (Bonham Elementary School). The Detailed Site Development Plan indicates that two (2) existing buildings will remain on site, with proposed improvements including additions to Building "A" for a total of 46,678 square feet for the entire development. The applicant is providing a total of one hundred and thirty-three (133) parking spaces, which exceeds the maximum allowed and complies with Section 20.14.050.E – Excess Parking requiring the installation of one (1) additional parking lot tree for every five (5) parking spaces provided beyond the maximum. The project also includes six (6) bicycle parking spaces as required. Public access to the site is proposed via Catalina Way, while private vehicular access for staff and fleet operations is proposed from Bellrose Drive and Edgemere Boulevard.

STAFF ANALYSIS: The proposed governmental use for a Central Regional Command Center is compatible with the surrounding area, as the site consists of a former elementary school and is located within a mix of residential, multifamily, and nearby commercial uses. The adaptive reuse of the existing structures maintains a similar scale and intensity, helping to minimize potential impacts on adjacent properties while continuing to utilize existing infrastructure and established access points from Catalina Way, Edgemere Boulevard, and Bellrose Drive. No significant negative impacts are anticipated, and no additional conditions are necessary, as the proposed development complies with applicable El Paso City Code requirements.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed Central Regional Command Center is compatible with the surrounding area and uses. Properties to the north and east are zoned R-4 (Residential) and consist primarily of single-family dwellings, while properties to the west include multifamily development zoned A-2 (Apartment) and a commercial shopping center zoned C-3/c (Commercial/conditions). To the south, the site is adjacent to Edgemere Linear Park and apartments zoned A-O (Apartment/Office). The nearest school, Burges High School, is located approximately 0.56 miles from the subject property, and Edgemere Linear Park is approximately 0.10 miles away.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (EL PASO CITY CODE SECTION 20.04.320.D)	
Criteria	Does the Request Comply?
1. The proposed development complies, except to the extent waived, varied or modified pursuant to the provisions of this title, with all of the standards and conditions applicable in the zoning district in which it is proposed to be located.	Yes. The proposed development complies with all standards per the R-4 (Residential) zoning district, with the use being allowed via an approved Special Permit.
2. Furthers <i>Plan El Paso</i> and applicable neighborhood plans or policies.	Yes. The request complies with the recommendations of <i>Plan El Paso</i> and the G-3, Post War future land use designation by promoting the adaptive reuse of an existing school site and introducing a civic/public safety use that serves the surrounding community. This allows to reinvest in established neighborhoods, utilize existing infrastructure, and incorporate civic uses that support nearby residential areas.
3. Adequately served by and will not impose an undue burden upon public improvements.	Yes. The property has adequate public services with vehicular access via Catalina Way and Bellrose Drive, classified as local streets, and Edgemere Boulevard, classified as a minor arterial, as per the City's Major Thoroughfare Plan (MTP).
4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development.	Yes. The existing development adequately mitigates any possible impacts to surrounding properties.
5. The design of the proposed development mitigates substantial environmental problems.	Yes. No environmental problems exist on the subject property.

6. The proposed development provides adequate landscaping and/or screening where needed.	Yes. The existing development complies with landscaping requirements.
7. The proposed development is compatible with adjacent structures and uses.	Yes. The existing development configuration is appropriate with surrounding residential and commercial uses.
8. The proposed development is not materially detrimental to the property adjacent to the site.	Yes. The existing development is similar in intensity and scale to surrounding development.

COMPLIANCE WITH *PLAN EL PASO* GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with *Plan El Paso*, consider the following factors:

Criteria	Does the Request Comply?
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: G-3, Post War: This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns with alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.	Yes. The proposed redevelopment is consistent with the Future Land Use designation and is compatible with surrounding development.
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: R-4 (Residential) District: The purpose of the district is to promote and preserve residential development within the City to create basic neighborhood units. It is intended that the district regulations maintain a low density of dwelling units supporting a suburban-urban interface that permits developments utilizing varying lot configurations. The regulations of the district will permit primarily single-family and two-family residential areas, and recreational and institutional uses incidental to and serving the neighborhood.	Yes. The existing zoning is compatible with surrounding residential development. No zoning change is proposed with this request. Surrounding properties to the north and east are zoned R-4 (Residential) and include single-family dwellings, properties to the west include apartments zoned A-2 (Apartment) and a shopping center zoned C-3/c (Commercial/conditions) and to the south include the Median Linear Park and apartments zoned A-O (Apartment/Office).
THE PROPOSED PROJECT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	The subject property is not located within any historic districts, other special designations, or areas with adopted study area plans.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	This proposed use will allow the adaptive reuse of the existing unoccupied building for public safety.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve greenfield/environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is stable, with no rezoning in the area within the last 10 years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	Existing zoning will not be changed. Due to the location of the proposed redevelopment and the use of governmental use, building, a special permit is required per city code.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments from reviewing departments.

PUBLIC COMMENT: The subject property is located within the Cielo Vista Neighborhood Association, which was notified of the request by the applicant. On January 15, 2026, the applicant met with the neighborhood association and received support for the proposal. Public notice was sent to all property owners within 300 feet of the subject property on March 27, 2026. As of April 2, 2026, the Planning Division has received three (3) calls of inquiry and two (2) calls in support of the special permit request.

CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

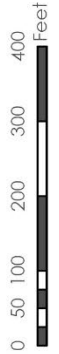
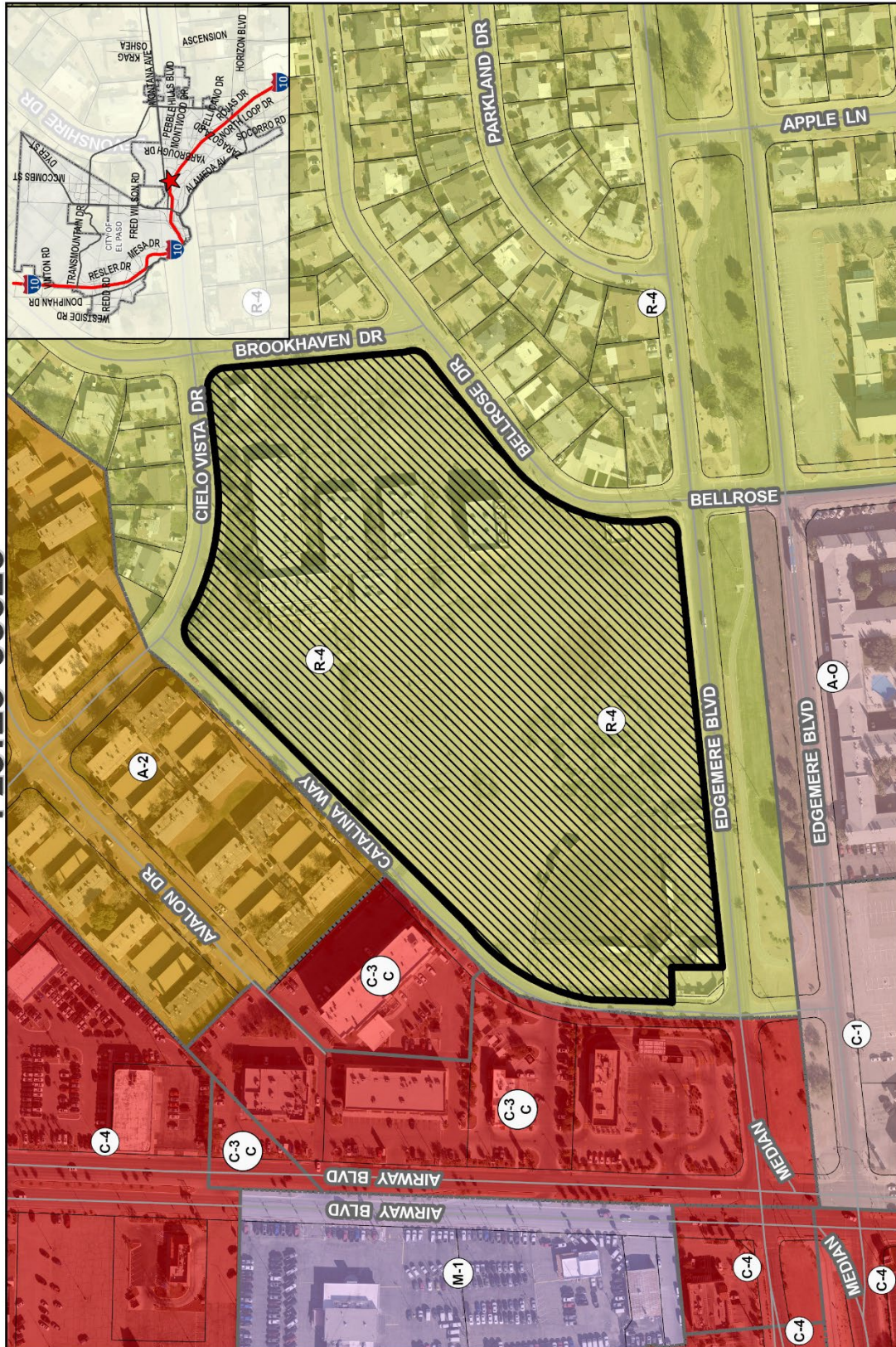
1. **Recommend Approval** of the special permit request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the special permit request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
3. **Recommend Denial** of the special permit request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

ATTACHMENTS:

1. Zoning Map
2. Detailed Site Development Plan
3. Elevations
4. Department Comments
5. Neighborhood Notification Boundary Map

ATTACHMENT 1

PZST25-00020



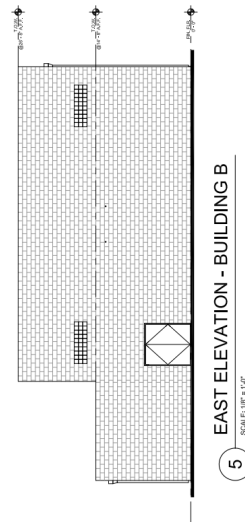
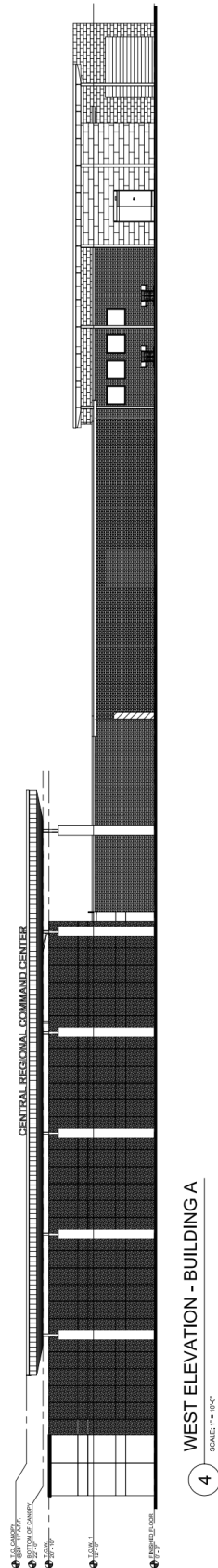
 Subject Property

This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to develop accurate conclusions. The arrangements of this map are for illustrative purposes only and do not constitute any lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

The site plan illustrates a large-scale development along Brookhaven Drive. Key features include:

- Buildings:** Labeled from DA-I to DA-XIV. Notable structures include DA-II (a large rectangular building), DA-VI (a long building with a central section), DA-VII (a large building with a central section), DA-X (a long building with a central section), and DA-XIV (a large building with a central section).
- Parking:** Multiple parking lots are shown, including a large lot near DA-II and another near DA-XIV.
- Landscaping:** Extensive landscaping is indicated by green hatching and tree symbols throughout the site.
- Infrastructure:** The plan shows Brookhaven Drive, Cielo Vista Drive, and Catalina Way. It also details various setbacks, easements, and utility lines.
- Other Features:** A "NEW 25' H. SLIDING GATE & ROCKWALL" is shown near DA-VI. A "NEW 6' H. CHAINLINK FENCE" is indicated near DA-XIV.

ATTACHMENT 3



ATTACHMENT 4

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL** of the special permit request for governmental use, building and detailed site development plan in the R-4 (Residential) zone district. The proposed development meets all the requirements of El Paso City Code Section 20.04.320 – Special Permit Approvals and Section 20.04.150 – Detailed Site Development Plan Procedures.

Planning and Inspections Department – Plan Review & Landscaping Division

Addition was identified on revised plan. At the time of submittal for building permits, the project will need to comply with all applicable municipal and building code requirements.

Planning and Inspections Department – Land Development

1. The code encourages the use of nonstructural storm water management such as the preservation of greenspaces, rain water harvesting within landscape areas, and the Preservation of Natural Arroyos, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.
2. The proposed public ponding area shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event.
3. Allow and provide for the safe passage of existing stormwater runoff traversing the subject property via drainage and maintenance access easements for abutting lots if needed.

Note: Comments will be addressed at the permitting stage.

Fire Department

No adverse comments.

Police Department

No comments provided.

Environment Services

No comments provided.

Streets and Maintenance Department

Traffic and Transportation Engineering:

No objections to application.

Street Lights Department:

For the development of a project a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals**. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site***. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)* and any other applicable standards or requirements of the city.

Street Lights Department requires that a project that involves a roadway is to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

City of El Paso Codes to be followed:

*Title 19 - 19.16.010 - Streetlighting.

**18.18.190 – Submission contents.

*** 19.02.040 Criteria for approval.

Sun Metro

No comments provided.

El Paso Water

Does not object to this request.

EPWU-PSB Comments

There is an existing 8-inch diameter water main that extends along Cielo Vista Drive. The water line is located approximately 45 feet north of the property. This main is available to provide service.

There is an existing 6-inch diameter water main that extends along Brookhaven Drive. The water line is located approximately 45 feet east of the property. This main is available to provide service.

There is an existing 6-inch diameter water main that extends along Bellrose Drive. The water line is located approximately 15 feet east of the property. This main is available to provide service.

There is an existing 8-inch diameter water main that extends along Edgemere Boulevard. The water line is located approximately 15 feet south of the property. This main is available to provide service.

There is an existing 6-inch diameter water main that extends along Catalina Drive. The water line is located approximately 15 feet west of the property. This main is available to provide service.

Previous water pressure reading from fire hydrant #0286, last tested on 11/04/2021 located at the southeast corner of Edgemere Boulevard and Bellrose Drive, yielded a static pressure of 80 psi, a residual pressure of 68 psi, and a flow discharge of 1,363 gpm. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

EPWater records indicate an inactive 3/4-inch water meter serving the subject property. The service address for this meter is 7024 Cielo Vista Drive.

EPWater records indicate an inactive 2-inch water meter serving the subject property. The service address for this meter is 7000 Cielo Vista Drive.

Sanitary Sewer

There is an existing 12-inch diameter sewer main that extends along Cielo Vista Drive. The sewer line is located approximately 25 feet north of the property. This main is available to provide service.

There is an existing 8-inch diameter sewer main that extends along Brookhaven Drive. The sewer line is located approximately 25 feet east of the property. This main is available to provide service.

There is an existing 8-inch diameter sewer main that extends along Bellrose Drive. The sewer line is located approximately 20 feet east of the property. This main is available to provide service.

There is an existing 8-inch diameter sewer main that extends along Catalina Drive. The sewer line is located approximately 30 feet west of the property. This main is available to provide service.

General

EPWater-PSB requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

No comments provided.

El Paso County 911 District

No comments/concerns regarding this zoning.

Texas Department of Transportation

No comments provided.

El Paso County Water Improvement District #1

No comments provided.

Texas Gas Service

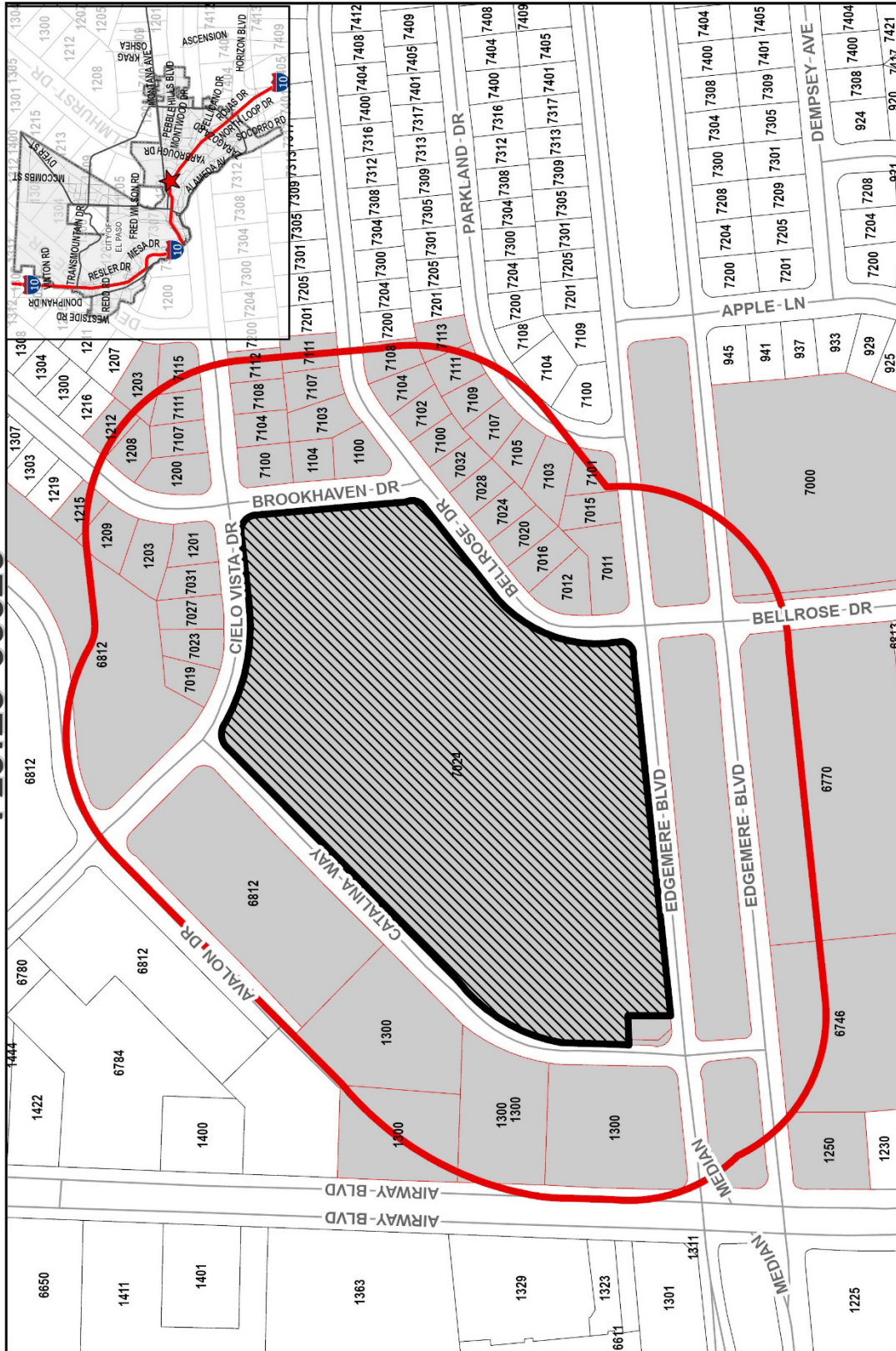
Texas Gas Service has an active service line at 7024 Cielo Vista, no additional comments.

El Paso Electric

Note the existing lines within the parcel.

ATTACHMENT 4

PZST25-00020



This map is designed for illustrative purposes only. The features depicted on this map are not intended to be used for legal purposes. The Planning & Inspections Department makes no claim to its accuracy or completeness.

Legend:

- Subject Property
- 300 Feet Notice Area
- Notified Properties

Scale: 0 62.5 125 250 375 500 Feet

North Arrow: N, S, E, W

Inset Map: A small map in the top left corner showing the location of the subject property within a larger context.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Daniel Carrillo
Business Name	City of El Paso Capital Improvement Department
Agenda Item Type	Special Permit
Relevant Department	Planning and Inspections

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: Daniel C. Carrillo Digitally signed by Daniel C. Carrillo
Date: 2025.12.18 10:12:39 -07'00' Date: 12-18-2025



Legislation Text

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. 231

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 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.

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 suits 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
Ordinance:

25-6328|Tran#632929|1125 Texas Ave.|P&I|RTA

PSPN25-00005
Page 8 of 20

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

Ordinance: _____

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

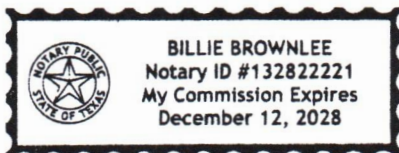
Benjamin Westbrook
By: [Signature], as 4/22/2026

ACKNOWLEDGMENT

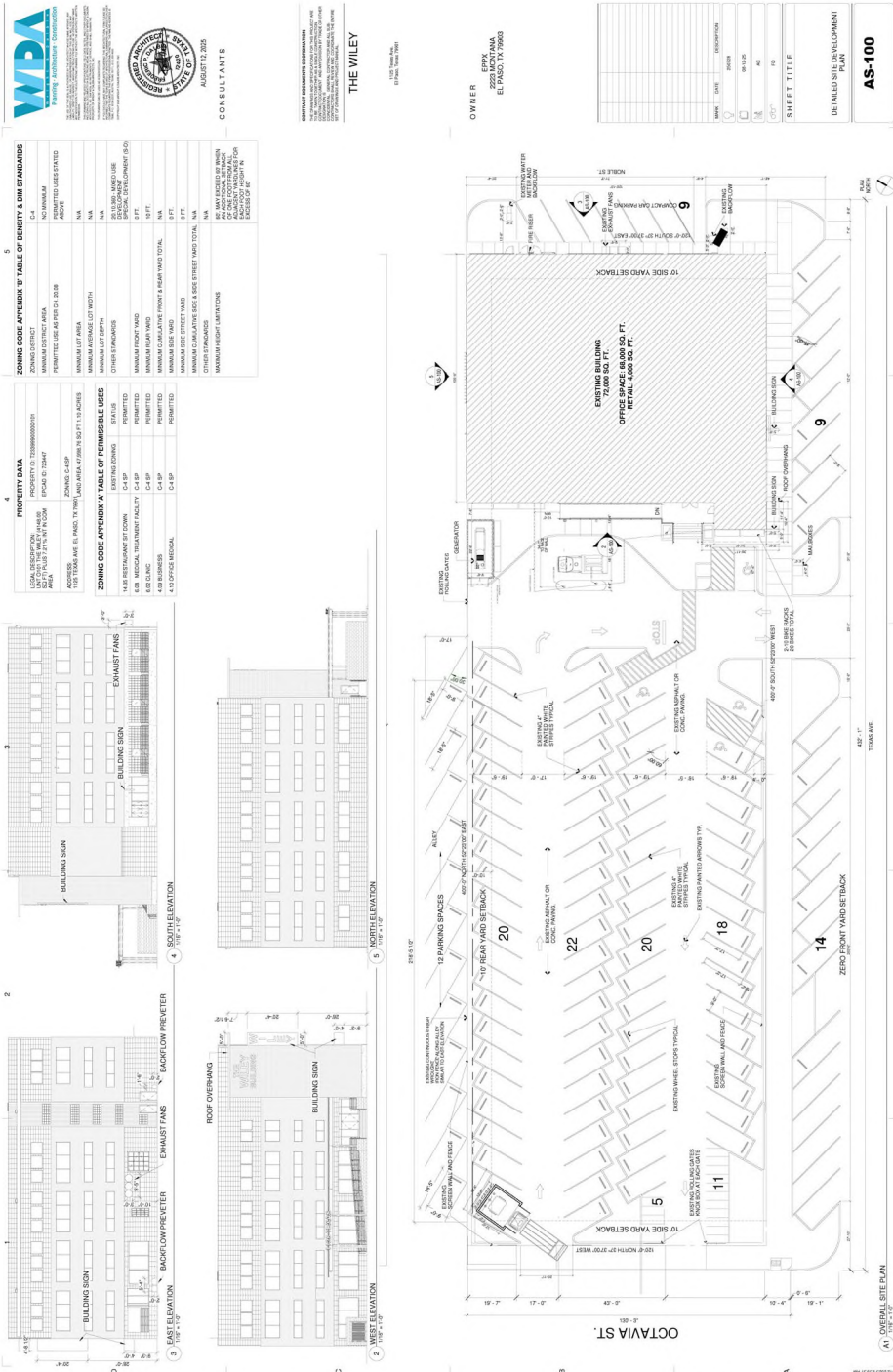
THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

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



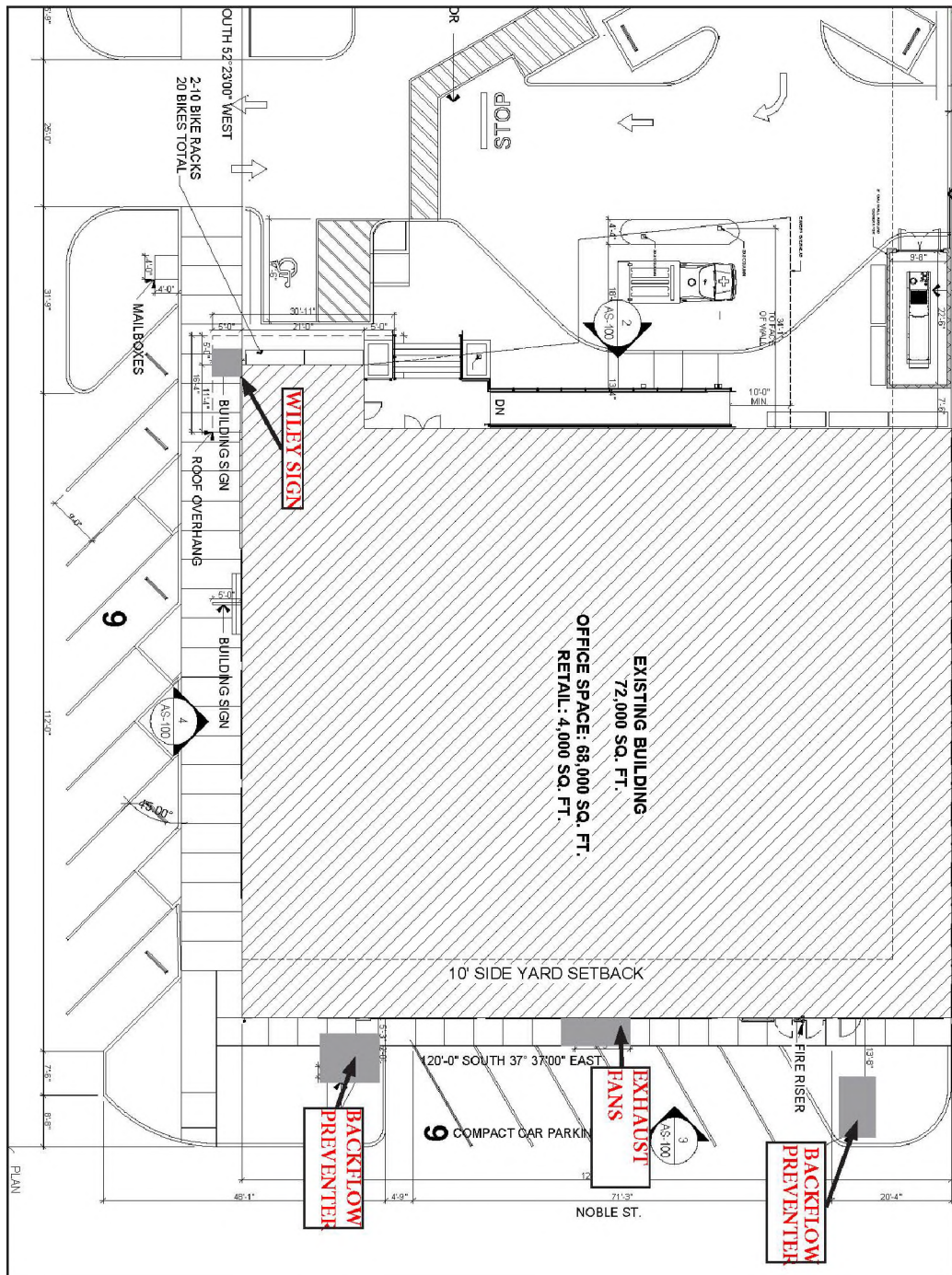
EXHIBITS A



Ordinance: _____
25-6328|Tran#632929|1125 Texas Ave.|P&I|RTA

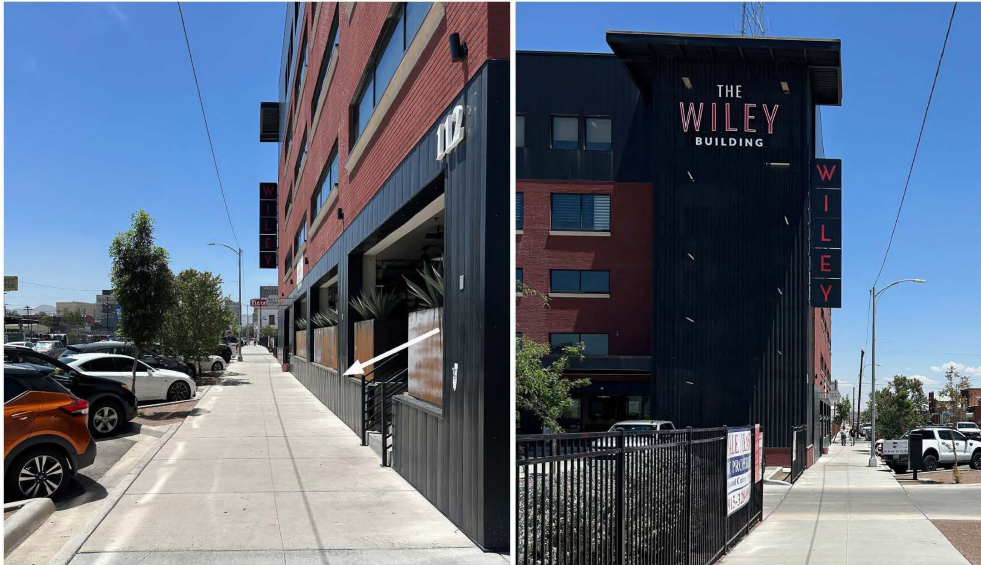
PSPN25-00005
Page 14 of 20

LOCATION MAP SHEET-1125 TEXAS AVENUE-WILEY BUILDING



SITE PHOTOS

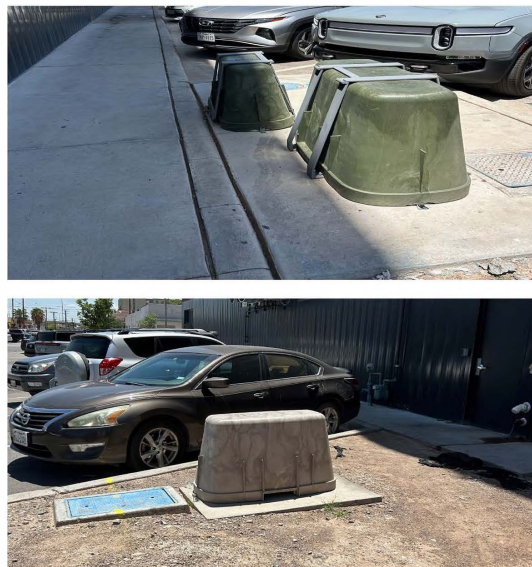
SIGN ENCROACHMENT



EXHAUST FANS



BACKFLOW PREVENTERS



EXHIBITS B



TBP/ELS Firm #15313, #10194278

11385 James Watt, Suite B-15
El Paso, Texas 79936
915-351-6701 Office
915-395-2905 Fax
grvinfo@gmail.com
www.grvinfo.com

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 THE 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 THE 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.



11385 James Watt, Suite B-15
El Paso, Texas 79936
915-351-6701 Office
915-595-2805 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 7/29/25
Jose L. Rodarte Date
Registered Professional Land Surveyor

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





Legislation Text

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

Submitted On: Jun 15, 2026, 01:28PM EDT

City Clerk

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.

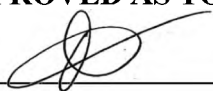
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

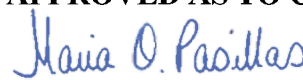
Laura Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:



Maria O. Pasillas, RTA
Tax Assessor-Collector

ORDINANCE NO. _____

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 to 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**



Legislation Text

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, CUELQUE 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. [POSTPONED FROM 07-07-2026]

**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



Legislation Text

File #: 26-0865, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

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

AGENDA LANGUAGE:

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

Discussion and action to approve a Resolution that City Council declares the expenditure of District 8 discretionary funds, in an amount not to exceed \$10,000.00 for costs related to stage rental, audio/visual equipment, entertainment, hiring of off-duty law enforcement officers or private security officers, barrier rental for vehicle and pedestrian control, permitting fees, and/or portable restroom rental related to the holding of the Segundo Barrio Community Block Party by the Southside Neighborhood Association, which serves the municipal purpose of fostering community pride, encouraging civic engagement, and celebrating the heritage and culture of one of the oldest neighborhoods in El Paso's history.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM**



DEPARTMENT: Mayor and Council

AGENDA DATE: 07/21/2026

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 4 - Enhance El Paso's Quality of

SUBGOAL: -

SUBJECT:

Discussion and action that the City Council declares the expenditure of District 8 discretionary funds, in an amount not to exceed \$10,000.00 for costs related to stage rental, audio/visual equipment, entertainment, hiring of off-duty law enforcement officers or private security officers, barrier rental for vehicle pedestrian control, permitting fees, and/or portable restroom rental related to the holding of the Segundo Barrio Community Block Party by the Southside Neighborhood Association, which serves the municipal purpose of fostering community pride, encouraging civic engagement, and celebrating the heritage and culture of one of the oldest neighborhoods in El Paso's history.

COMMUNITY AND STAKEHOLDER OUTREACH:

Coordination and outreach has occurred with the South Side Neighborhood Association, Conscious Barrio, and Segundo Barrio Futbol Club.

BACKGROUND / DISCUSSION:

The Segundo Barrio Community Block Party is tentatively set to be held on Sunday, September 06, 2026. The District 8 office has supported this annual event since at least 2018.

PRIOR COUNCIL ACTION:

The City Council most recently approved District 8 discretionary funds related to the 2025 Segundo Barrio Block Party on July 8, 2025.

AMOUNT AND SOURCE OF FUNDING:

\$10,000 from District 8 Discretionary Funds

RESOLUTION

WHEREAS, the Representative of District 8 desires to use discretionary funds for celebrating the heritage and culture of one of the oldest neighborhoods in El Paso's history.

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

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

THAT the City Manager, or designee, be authorized to effectuate any budget transfers 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 return any unspent funds related to this project to the District 8 Discretionary Fund Account, with all such funds to be returned no later than December 31, 2026.

APPROVED this the _____ day of _____ 2026.

THE CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

(Signatures continue on next page)

APPROVED AS TO FORM:

A handwritten signature in black ink, consisting of a stylized 'O' followed by a horizontal line and a small flourish.

Oscar Gomez
Assistant City Attorney



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 26-0867, **Version:** 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

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

AGENDA LANGUAGE:

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

Discussion and action to approve a Resolution that the City Council approves the expenditure of District 8 discretionary funds in an amount not to exceed \$1,800.00 for costs associated with hosting the Plaza Classic Film Festival Filmmakers' Brunch.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM**



DEPARTMENT: Mayor and Council

AGENDA DATE: 07/21/2026

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 4 - Enhance El Paso's Quality of

SUBGOAL: -

SUBJECT:

Discussion and action to approve a resolution that the City Council approves the expenditure of District 8 discretionary funds in an amount not to exceed \$1,800.00 for costs associated with hosting the Plaza Classic Film Festival Filmmakers' Brunch.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

BACKGROUND / DISCUSSION:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

\$1,800.00 from District 8 Discretionary Funds

RESOLUTION

WHEREAS, arts, culture, and creative expression serve a municipal purpose of improving the quality of life of the residents; and

WHEREAS, fostering community spirit and increasing visitors to downtown serve a municipal purpose; and

WHEREAS, the Plaza Classic Film Festival brings in visitors to downtown El Paso, fosters and promotes arts, culture and creative expressions and helps build community spirit, and

WHEREAS, the distribution of \$1,800.00 of District 8 discretionary funds will aid in the hosting costs associated with the Plaza Classic Film Festival's Filmmakers Brunch, and serves the municipal purpose of increased tourism to El Paso and encouraging artistic expression through film.

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

THAT City Council approves the expenditure of District 8 discretionary funds, in an amount not to exceed \$1,800.00 for costs associated with hosting the Plaza Classic Film Festival Filmmakers' Brunch.

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:

Roberto Aguinaga

Robert Aguinaga
Assistant City Attorney



Legislation Text

File #: 26-0880, 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

AGENDA LANGUAGE:

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

Discussion and action that the City Council of the City of El Paso declares that the expenditure of District 8 discretionary funds, in an amount not to exceed \$2,000.00 to purchase furniture for Fire Station 22, which serves the municipal purpose of supporting public safety and investing in public safety equipment and property that will directly benefit Fire Station 22. 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.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM**



DEPARTMENT: Mayor and Council

AGENDA DATE: 07/21/2026

CONTACT PERSON NAME Rep. Chris Canales

PHONE NUMBER: (915) 212-0008

2nd CONTACT PERSON -

PHONE NUMBER: -

3rd CONTACT PERSON -

PHONE NUMBER: -

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL: Goal 2 - SUSTAIN EL PASO'S

SUBGOAL: -

SUBJECT:

Discussion and action to approve a resolution that the City Council of the City of El Paso declares that the expenditure of District 8 discretionary funds, in an amount not to exceed \$2,000.00 to purchase furniture for Fire Station 22 which serves the municipal purpose of supporting public safety and investing in public safety equipment and property that will directly benefit Fire Station 22. 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.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

BACKGROUND / DISCUSSION:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

\$2,000 from District 8 Discretionary Funds

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 8 discretionary funds, in an amount not to exceed \$2,000.00 to purchase furniture for Fire Station 22 which serves the municipal purpose of supporting public safety and investing in public safety equipment and property that will directly benefit Fire Station 22.

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.

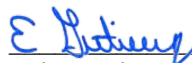
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Senior Assistant City Attorney



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 26-0882, **Version:** 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

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

AGENDA LANGUAGE:

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

Discussion and action to prohibit the use of city and personal cell phones and personal electronic devices on the dais during work sessions and council meetings.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM**



DEPARTMENT: Mayor and Council

AGENDA DATE: July 21, 2026

CONTACT PERSON NAME Lily Limón

PHONE NUMBER: 915-212-0007

2nd **CONTACT PERSON**

PHONE NUMBER: 1-915-555-5555

3rd **CONTACT PERSON**

PHONE NUMBER: 1-915-555-5555

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Good Governance

SUBGOAL: Residents expect responsive leadership that

SUBJECT:

Discussion and action to prohibit the use of city and personal cell phones and personal electronic devices on the dais during work sessions and council meetings.

COMMUNITY AND STAKEHOLDER OUTREACH:

Recently citizens during Call to the Public have expressed frustration and felt a lack of respect as mayor and council were not paying attention to the speakers as we were focused on our phones.

BACKGROUND / DISCUSSION:

This is a clear violation of the Open Meetings Act and goes against our Rules of Conduct

PRIOR COUNCIL ACTION:

Previous councils have enacted rules calling for the removal of cell phones and electronic devices during council meetings.

AMOUNT AND SOURCE OF FUNDING:

None



Legislation Text

File #: 26-0841, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043

Parks and Recreation, Pablo E. Caballero, (915) 212-8018

AGENDA LANGUAGE:

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

Populate the table to maintain proper formatting. Copy and paste the agenda language in the designated area below. You may include more language after the table. Just make sure all posting language is populated between "TITLE" and "END".

Discussion and action on the award of Solicitation 2026-0085 Security Guard Services - Parks Utilities to TriCorps Security, Inc. for a term of three (3) year(s) for an estimated amount of \$1,958,130.00.

Department:	Parks and Recreation
Award to:	TriCorps Security, Inc.
City & State:	Oklahoma City, OK
Item(s):	All
Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	\$652,710.00
Term Estimated Award:	\$1,958,130.00
Option Term Estimated Award:	N/A
Total Estimated Award	\$1,958,130.00
Account(s)	451 - 51230 - 522120 - 1000 - P5106 451 - 51260 - 522120 - 1000 - P5111 451 - 51270 - 522120 - 1000 - P5113 451 - 51295 - 522120 - 1000 - P5116
Funding Source(s):	General Fund
District(s):	All

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

The Purchasing & Strategic Sourcing and Parks and Recreation departments recommend award as indicated to TriCorps Security, Inc. 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.

CITY OF EL PASO, TEXAS AGENDA SUMMARY FORM



DEPARTMENT/COUNCIL OFFICE: Parks and Recreation

AGENDA DATE: July 21, 2026

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON NAME: Pablo E. Caballero, Parks and Recreation Director **PHONE NUMBER:**(915) 212-8018

2nd CONTACT PERSON NAME: Claudia A. Garcia, Purchasing & Strategic Sourcing **PHONE NUMBER:**(915) 212-0043

DISTRICT(S) AFFECTED: All

AGENDA ITEM:

Discussion and action on the award of solicitation 2026-0085 Security Guard Services – Parks Utilities to TriCorps Security, Inc. for a term of three (3) year(s) for an estimated amount of \$1,958,130.00.

Department:	Parks and Recreation
Award to:	TriCorps Security, Inc.
City & State:	Oklahoma City, OK
Item(s):	All
Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	\$652,710.00
Term Estimated Award:	\$1,958,130.00
Option Term Estimated Award:	N/A
Total Estimated Award	\$1,958,130.00
Account(s)	451 – 51230 – 522120 – 1000 – P5106 451 – 51260 – 522120 – 1000 – P5111 451 – 51270 – 522120 – 1000 – P5113 451 – 51295 – 522120 – 1000 – P5116
Funding Source(s):	General Fund
District(s):	All

This was a Best Value Bid Procurement for a replacement contract

The Purchasing & Strategic Sourcing and Parks and Recreation departments recommend award as indicated to TriCorps Security, Inc. 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.

ISSUE STATEMENT:

City Council is asked to approve the award of a replacement contract for Security Guard Services – Parks Utilities. This contract will support the Parks and Recreation department in maintaining its facilities safety for the public and employees.

BACKGROUND:

This contract ensures public safety and security for parks and recreation facilities, including recreation centers, aquatic centers, shelters, plazas, pavilions and other various facilities and locations.

Solicitation was advertised on April 28, 2026 and May 5, 2026. The solicitation was posted on City website on April 28, 2026. There were a total twenty five (25) viewers online; Five (5) bids were received; one (1) from a local supplier.

Contract Variance: The difference based in comparison to the previous contract is as follows: An increase of \$254,480.00, which represents a 14.94% increase due to:

- 1. Price increases: Average hourly rate increase from \$13.78 to \$22.33

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 May 6, 2026. Six (6) suppliers were in attendance.

RELATED POLICIES:

- 1. Procurement Sourcing Policy

PRIOR COUNCIL ACTION:

On February 1, 2021 Council approved current contract 2020-1136 Security Guard Services for Parks Utilities.

LEGAL REVIEW:

- ☒ Legal counsel reviewed as part of the Council packet
- ☐ Legal counsel reviewed in advance of packet as individual item

AMOUNT AND SOURCE OF FUNDING:

Amount: \$1,958,130.00
Funding Source: General Fund

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT (\$)
Form was provided to the applicant	

ATTACHMENTS:

- 1. Tabulation
- 2. View List

FOR MORE INFORMATION:

Pablo Caballero	212-8018	CaballeroPE@elpasotexas.gov
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Final Ranking						
Best Value Bid						
Solicitation: 2026-0085 Security Guard Services - Parks Utilities						
	Points	TriCorps Security, Inc.	Night Eyes Protective Services, Inc.	Security Guards of Texas	Vets Securing America	Silver Shield Inc.
Factor A - Price	30	26.87	30.00	29.21	18.42	Not evaluated due to being deemed non-responsive
Factor B - Experience Comparable Contracts	30	25.00	25.33	22.67	21.33	
Factor C - References	10	9.19	10.00	6.67	8.53	
Factor D - Employee Medical Benefits and Incentives	10	6.00	6.00	0.00	4.00	
Factor E - Bidder's Operational Work Plan	20	20.00	14.67	17.33	16.00	
Total Score	100	87.06	86.00	75.88	68.28	
Ranking		1	2	3	4	



City of El Paso
Bid Tabulation Form

Bid Title: Security Guard Services - Park Utilities

Bid Number: 2026-0085

Bid Opening: May 27, 2026

Department: Parks and Recreation

				Night Eyes Protective Services, Inc El Paso, TX			Security Guards of Texas Plano, TX			Silver Shield Inc. Frisco, TX			TriCorps Security, Inc Oklahoma City, OK			Vets Securing America San Antonio, TX		
				Bidder 1 of 5			Bidder 2 of 5			Bidder 3 of 5			Bidder 4 of 5			Bidder 5 of 5		
Item No.	Description	Unit of Measure	Estimated Quantity	Price	Yearly Total (C=AXB)	3-Year Total (D=CX3)	Price	Yearly Total (C=AXB)	3-Year Total (D=CX3)	Price	Yearly Total (C=AXB)	3-Year Total (D=CX3)	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)
1	Unarmed Non-Commissioned Security Guard Services – Various Parks, Recreation Centers, Aquatic Centers, Shelters, Plazas, and Pavilions	Hourly	12,500	\$19.00	\$237,500.00	\$712,500.00	\$19.45	\$243,125.00	\$729,375.00	\$21.00	\$262,500.00	\$787,500.00	\$21.00	\$262,500.00	\$787,500.00	\$29.74	\$371,750.00	\$1,115,250.00
2	Unarmed Non-Commissioned Security Guard Services – Miscellaneous	Hourly	700	\$19.00	\$13,300.00	\$39,900.00	\$19.45	\$13,615.00	\$40,845.00	\$21.00	\$14,700.00	\$44,100.00	\$21.00	\$14,700.00	\$44,100.00	\$36.46	\$25,522.00	\$76,566.00
3	Unarmed Non-Commissioned Security Guard Services – Rose Garden and Memorial Park Area Reserve	Hourly	2,000	\$18.00	\$36,000.00	\$108,000.00	\$19.45	\$38,900.00	\$116,700.00	\$21.00	\$42,000.00	\$126,000.00	\$21.00	\$42,000.00	\$126,000.00	\$36.46	\$72,920.00	\$218,760.00
4	Unarmed Non-Commissioned Security Guard Services – San Jacinto Plaza and Christmas Display Season (Nov – Jan)	Hourly	12,000	\$19.00	\$228,000.00	\$684,000.00	\$19.45	\$233,400.00	\$700,200.00	\$21.00	\$252,000.00	\$756,000.00	\$21.00	\$252,000.00	\$756,000.00	\$29.74	\$356,880.00	\$1,070,640.00
5	Unarmed Non-Commissioned Security Guard Services – McKelligon Canyon- **Entire Canyon**	Hourly	1,100	\$18.00	\$19,800.00	\$59,400.00	\$19.45	\$21,395.00	\$64,185.00	\$21.00	\$23,100.00	\$69,300.00	\$21.00	\$23,100.00	\$69,300.00	\$36.46	\$40,106.00	\$120,318.00
6	Unarmed Non-Commissioned Security Guard Services – Scenic Drive	Hourly	110	\$18.00	\$1,980.00	\$5,940.00	\$19.45	\$2,139.50	\$6,418.50	\$21.00	\$2,310.00	\$6,930.00	\$21.00	\$2,310.00	\$6,930.00	\$36.46	\$4,010.60	\$12,031.80
7	Unarmed Non-Commissioned Security Guard Services – Marked Patrol Car/Non-Motorized	Hourly	100	\$21.00	\$2,100.00	\$6,300.00	\$19.45	\$1,945.00	\$5,835.00	\$21.00	\$2,100.00	\$6,300.00	\$21.00	\$2,100.00	\$6,300.00	\$36.46	\$3,646.00	\$10,938.00
8	Armed Commissioned Security Guard Services – Various Facilities and Locations	Hourly	1,000	\$25.00	\$25,000.00	\$75,000.00	\$22.45	\$22,450.00	\$67,350.00	\$23.00	\$23,000.00	\$69,000.00	\$22.50	\$22,500.00	\$67,500.00	\$32.70	\$32,700.00	\$98,100.00
9	*On Call*/Holiday/Seasonal Charges	Hourly	1,000	\$21.00	\$21,000.00	\$63,000.00	\$23.45	\$23,450.00	\$70,350.00	\$31.50	\$31,500.00	\$94,500.00	\$31.50	\$31,500.00	\$94,500.00	\$44.61	\$44,610.00	\$133,830.00
Total (Items 1-9)					\$584,680.00	\$1,754,040.00		\$600,419.50	\$1,801,258.50		\$653,210.00	\$1,959,630.00		\$652,710.00	\$1,958,130.00		\$952,144.60	\$2,856,433.80
<u>Option to extend the term of contract</u>																		
The City at its sole discretion, may exercise any option to extend the term of the agreement, by giving the contractor written notice within the time period noted on the selected options. The term of this contract shall be based on one of the selections below and under the same terms and conditions. The city manager or designee may extend the option to extend.																		
Bidder offers the City the option of extending the term of the contract for:																		
Two (2) additional years at the same unit price(s), if the option is exercised prior to the expiration of the original term of the Contract				Left Blank			X			X								
No option offered				Left Blank									X			X		
Amendment acknowledged:				Yes			Yes			Yes			Yes			Yes		
Hire El Paso First Certified:				No			No			No			No			No		
Bids Solicited: 575 Bids Solicited: 173 Bids Received: 5 Local Bids Received: 1 No Bid: 4																		
Note: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.																		

Views list for 2026-0085 Security Guard Services - Parks Utilities			
<u>No.</u>	<u>Participant Name</u>	<u>City</u>	<u>State</u>
1	Security Guard of Texas	Plano	TX
2	Silver Shield Inc.	Frisco	TX
3	NIGHT EYES PROTECTIVE SERVICES, INC	El Paso	TX
4	TriCorps Security, Inc	Oklahoma City	OK
5	Vets Securing America, Inc (Vets Securing America)	San Antonio	TX
6	ZeroLogic Systems LLC	Mission	TX
7	Air Comm Corporation	Tempe	AZ
8	ConvergeOne, Inc.	Bloomington	MN
9	Bound Tree Medical, LLC	Chicago	IL
10	915 Maintenance and Contracting (Bustillos & Rojero Enterprises LLC)	El Paso	TX
11	A & ASSOCIATES	DALLAS	TX
12	Construction Reporter	Albuquerque	NM
13	Freddy G International Security LLC	El Paso	TX
14	GOVGUIDE INC	Arlington	VA
15	Kellington Protection Service	pittsburgh	PA
16	Security Reconnaissance Team	Allen	TX
17	Soto Enterprises, Inc. d/b/a Miracle Delivery Armored Service	El Paso	TX
18	Spartan Security Group LLC	Medford	OR
19	Texas Enforcer LLC	El Paso	TX
20	The Kingdom Security Firm LLC	El Paso	TX
21	Unified Protective Services Inc (United Protective Services Inc)	Los Angeles	CA
22	Universal Protection Service, LP dba Allied Universal Security Services	Santa Ana	CA
23	Vigilant Protection Services	El Paso	TX
24	Viking Executive Protection Solutions	Austin	TX
25	ZeroDay Protection Group LLC	Frisco	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	Sarah Burrows
Business Name	TriCorps Security Inc.
Agenda Item Type	Contract Award
Relevant Department	Parks and Recreation

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☒ I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐ I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature: Sarah Burrows Date: 05-20-2026



Legislation Text

File #: 26-0843, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

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

AGENDA LANGUAGE:

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.
Populate the table to maintain proper formatting. Copy and paste the agenda language in the designated area below. You may
include more language after the table. Just make sure all posting language is populated between "TITLE" and "END".*

Discussion and action on the award of Solicitation 2026-0323 2026 High Density Mineral Bond to Andale Construction, Inc. for a total estimated amount of \$1,556,203.00.

Department:	Streets and Maintenance
Award to:	Andale Construction, Inc.
City & State:	Wichita, KS
Item(s):	Base Bid I
Contract Term:	720 Workweek Days
Base Bid I:	\$1,556,203.00
Total Estimated Award:	\$1,556,203.00
Account(s):	532-4825-29110-580270-PCP23RESBOND05 532-4825-29110-580270-TBA
Funding Source(s):	Community Progress Bond - Residential Resurfacing
District(s):	All

This was a Low Bid Procurement - Construction Contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Andale Construction, Inc. the lowest responsive and responsible bidder.

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

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

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

CITY OF EL PASO, TEXAS AGENDA SUMMARY FORM



DEPARTMENT/COUNCIL OFFICE: Streets and Maintenance

AGENDA DATE: July 21, 2026

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON NAME: Randy Garcia, Streets and Maintenance

PHONE NUMBER:(915) 212-7005

2nd CONTACT PERSON NAME: Claudia A. Garcia, Purchasing & Strategic Sourcing **PHONE NUMBER:**(915) 212-0043

DISTRICT(S) AFFECTED: All

AGENDA ITEM:

Discussion and action on the award of solicitation 2026-0323 2026 High Density Mineral Bond to Andale Construction, Inc. for a total estimated amount of \$1,556,203.00.

Department: Streets and Maintenance
Award to: Andale Construction, Inc.
City & State: Wichita, KS
Item(s): Base Bid I
Contract Term: 720 Workweek Days
Base Bid I: \$1,556,203.00
Total Estimated Award: \$1,556,203.00
Account(s): 532 – 4825 – 29110 – 580270 – PCP23RESBOND05
532 – 4825 – 29110 – 580270 – TBA
Funding Source(s): Community Progress Bond – Residential Resurfacing
District(s): All

This was a Low Bid Procurement - Construction Contract

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Andale Construction, Inc. the lowest responsive and responsible bidder.

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

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

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

ISSUE STATEMENT:

City Council is asked to approve the award of a construction contract for High Density Mineral Bond. This contract will allow the City to apply a protective pavement treatment to selected local and residential roadways to help preserve existing asphalt conditions, reduce pavement deterioration, and extend the life of City streets.

BACKGROUND:

Streets and Maintenance proposes implementing this pavement preservation treatment to extend the service life of residential asphalt streets that are currently in good condition. The treatment seals the pavement surface against water intrusion and slows the oxidation process caused by ultraviolet (UV) exposure, thereby preserving pavement integrity and reducing the rate of deterioration. When applied at the appropriate stage of the pavement lifecycle, this preventive maintenance treatment can extend the useful life of the roadway by up to 10 years while helping to defer the need for more costly rehabilitation or reconstruction.

Solicitation was advertised on May 19, 2026 and May 26, 2026. The solicitation was posted on City website on May 19, 2026. There were a total twenty (20) viewers online; one (1) bid were received; none form local suppliers

An Inadequate Competition Survey was conducted indicating the following:

- 1. Did not have time to respond
- 2. Could not provide competitive pricing
- 3. Could not meet the submission deadline
- 4. Does not have Equipment

No protest received for this requirement.

COUNCIL OPTIONS:

- 1. Award the contract as recommended;
- 2. Deny award if Council determines such action is in the best interest of the City;
- 3. Direct staff to re-solicit the procurement with revised evaluation criteria or policy direction, as permitted by law;
or
- 4. Postpone action, pending additional information.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by a City Council committee.

COMMUNITY AND STAKEHOLDER OUTREACH:

A pre-bid meeting was held on May 27, 2027. One (1) supplier 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: \$1,556,203.00

Funding Source: Community Progress Bond – Residential Resurfacing

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT (\$)
Form was provided to the applicant	

ATTACHMENTS:

- 1. Tabulation
- 2. Views list

FOR MORE INFORMATION:

Jesus Viramontes	915-212-7055	ViramontesJS@elpasotexas.gov
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City of El Paso Price Tabulation

Bid Title: 2026 High Density Mineral Bond

Solicitation Number: 2026-0323

Bid Opening: June 17, 2026

Department: Streets and Maintenance

Andale Construction, Inc
Wichita, KS

Bidder 1 of 1

Base Bid 1 - Unit Price Schedule

Item No.	Estimated Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)
1	66	(EA)	PROJECT MOBILIZATION: Item to cover all project set up costs, bonding, all traffic control permits, traffic control devices, installation and maintenance required before, during and after and misc. expenses. Not to exceed 5% of sum total of all other line items. To be paid by Task Order.	\$1,083.00	\$71,478.00
2	1,000	(SF)	PAVEMENT MARKINGS REMOVAL: Remove pavement markings on existing asphalt/concrete surfaces as needed and in preparation of the surface for HIGH DENSITY MINERAL BOND SURFACE TREATMENT installation, this line item is inclusive of all traffic control permits, traffic control devices, installation and maintenance required before, during and after, all clean up, removal and hauling of any waste and debris and disposal in compliance with all City, State, and federal rules and regulations as well as needed preparation of the surface for HIGH DENSITY MINERAL BOND SURFACE TREATMENT installation, to include traffic temporary tabs placement on High Density Mineral Bond surface treatment as required	\$13.25	\$13,250.00
3	1	(LS)	COVERS/PROTECTION: Furnish all labor, equipment, and material to cover all thermo plastic striping, raised pavement markings, utility lids and concrete structures in good or satisfactory condition to preserve all R.O.W. infrastructures	\$15,475.00	\$15,475.00



City of El Paso Price Tabulation

Bid Title: 2026 High Density Mineral Bond

Solicitation Number: 2026-0323

Bid Opening: June 17, 2026

Department: Streets and Maintenance

				Andale Construction, Inc Wichita, KS	
				Bidder 1 of 1	
4	320,000	(SY)	HIGH DENSITY MINERAL BOND SURFACE TREATMENT: Furnish and install High Density Mineral Bond frictional asphaltic surface presevation treatment, to include all traffic control permits, traffic control devices, preparation of surface, installation and maintenance required before, during and after as per technical Specifications	\$4.52	\$1,446,400.00
5	80,000	(LF)	HERBICIDE BLEND AND APPLICATION: Provide for all herbicide, labor, superintendence, equipment, materials, supplies, and all traffic control permits, traffic control devises, installation and maintenance required before, during and after etc. to treat along the curb lines and/or as directed any area of the project roadways with an approved pre-emergent and /or post-emergent herbicide and / or herbicide blend -- (pre-emergent / post-emergent) as may be applicable/required. Applied in compliance with all City, State and Federal rules and regulations	\$0.12	\$9,600.00
Sum Total Base Bid I (Items 1 - 5)					\$1,556,203.00
Bid Bond				Yes	
Amendments Acknowledged				Yes	
Hire El Paso First Certified:				No	
Solicitation Invites: 1,166 Local Proposals Solicited: 560 Proposals Received: 560 Local Proposals Received: 0 No Bid: 1					
NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.					

Views List for 2026-0323 2026 High Density Mineral Bond

<u>No.</u>	<u>Participant Name</u>	<u>City</u>	<u>State</u>
1	Andale Construction, Inc.	Wichita	KS
2	Border International Trucks (RJ Border International)	El Paso	TX
3	Allometrics Inc.	Webster	TX
4	CONSTRUCTION SOLUTION USA LLC	Carrollton	TX
5	Filterbuy Incorporated	Talladega	AL
6	Century Products (Century Tree Service Inc)	Anaheim	CA
7	ConstructConnect	Cincinnati	OH
8	Construction Reporter	Albuquerque	NM
9	Control & Equipment Co. of El Paso, Inc.	El Paso	TX
10	DLC CONSTRUCTION INC	El Paso	TX
11	FOX CONSTRUCTOR LLC	El Paso	TX
12	Hall Brothers, Inc.	Marysville	KS
13	Honor Point Technology & Aviation Services LLC	Alvin	TX
14	International Eagle Enterprises	El Paso	TX
15	Outdoor Lighting Perspectives of El Paso (Border Outdoorsof El Paso, LLC)	El Paso	TX
16	Prism Roof Group	WACO	TX
17	Reyes Sports Surfacing	E Paso	TX
18	Royalty Builders LLC	Deming	NM
19	SCM Consultants Inc.	Houston	TX
20	The PlanIt Room	El Paso	TX

Inadequate Competition Survey

2026-0323 High Density Mineral Bond

Number of views

19

Sample Size Scale

17 or less - Contact	4
18 to 23 - Contact	5
24 to 27 - Contact	6
28 or More - Contact	25%

Sample Size Selected

5

Survey Questions:

Please indicate, why you did not respond to our solicitation?	Number of Responses	Pct
Did not receive the Bid Notification (Confirm address on file)		0%
Did not have time to respond		0%
Could not provide competitive pricing	1	20%
Could not meet the submission deadline	1	20%
Not interested		0%
Does not have equipment	1	20%
Out of business		0%
No response	2	40%
Total	5	100%

Please provide feedback to our Specification	Number of Responses	Pct
Specifications were good or adequate	2	40%
Specifications were not clear		0%
Could not meet specifications	2	40%
Specifications were limited or closed		0%
Did not receive/no opinion		0%
Just needed more time to review.		0%
Did not receive bid notification.	1	20%
Total	5	100%

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Peter J. Molitor
Business Name	Andale Construction, Inc.
Agenda Item Type	Project: 2026 High Density Mineral Bond Solicitation No: 2026-0323
Relevant Department	Purchasing

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: _____

Peter J. Molitor - President

Date: _____

06/15/2026



CITY ATTORNEY’S OFFICE
AWARDEE LITIGATION REVIEW

07/08/26

The City Attorney’s Office has reviewed whether or not the proposed awardee:

Andale Construction, Inc.

has been involved in prior or active litigation with the City for a period of 10 years from the date of award:

☒	No prior litigation has been found.
☐	Litigation Listing follows:

Caption	Parties	Causes of Action	Status of Case

Reviewed by: Mona M. Heydarian
Assistant City Attorney



Legislation Text

File #: 26-0846, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043

Streets and Maintenance, Randy Garcia, (915) 212-7005

AGENDA LANGUAGE:

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

Populate the table to maintain proper formatting. Copy and paste the agenda language in the designated area below. You may include more language after the table. Just make sure all posting language is populated between "TITLE" and "END".

Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2026-0237 Caterpillar Proprietary Parts and Service to Wagner Equipment Co. the sole source and authorized distributor of the Caterpillar proprietary parts and service for a term of three (3) years for an estimated amount of \$5,250,000.00. Supplier will be required to provide an updated sole source letter and affidavit each year.

Department:	Streets & Maintenance
Award to:	Wagner Equipment Co.
City & State:	Aurora, CO
Item(s):	Caterpillar Proprietary Parts and Service
Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	\$1,750,000.00
Term Estimated Award:	\$5,250,000.00
Option Term Estimated Award:	N/A
Total Estimated Award	\$5,250,000.00
Account(s)	532 - 3600 - 531210 - 37020 - P3701 (Parts) 532 - 3600 - 531250 - 37020 - P3701 (Services)
Funding Source(s):	Internal Service Fund
District(s):	All

Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend a non-competitive award under Local Government General Exemption: Section 252.022 -

(7) a procurement of items that are available from only one source, including:

(D) captive replacement parts or components for equipment;

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

CITY OF EL PASO, TEXAS AGENDA SUMMARY FORM



DEPARTMENT/COUNCIL OFFICE: Streets & Maintenance

AGENDA DATE: July 21, 2026

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON NAME: Randy Garcia, Streets & Maintenance

PHONE NUMBER:(915) 212-7005

2nd CONTACT PERSON NAME: Claudia A. Garcia, Purchasing & Strategic Sourcing **PHONE NUMBER:**(915) 212-0043

DISTRICT(S) AFFECTED: All

AGENDA ITEM:

Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2026-0237 Caterpillar Proprietary Parts and Service to Wagner Equipment Co. the sole source and authorized distributor of the Caterpillar proprietary parts and service for a term of three (3) years for an estimated amount of \$5,250,000.00. Supplier will be required to provide an updated sole source letter and affidavit each year.

Department:	Streets & Maintenance
Award to:	Wagner Equipment Co.
City & State:	Aurora, CO
Item(s):	Caterpillar Proprietary Parts and Service
Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	\$1,750,000.00
Term Estimated Award:	\$5,250,000.00
Option Term Estimated Award:	N/A
Total Estimated Award	\$5,250,000.00
Account(s)	532 – 3600 – 531210 – 37020 – P3701 (Parts) 532 – 3600 – 531250 – 37020 – P3701 (Services)
Funding Source(s):	Internal Service Fund
District(s):	All

Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend a non-competitive award under Local Government General Exemption: Section 252.022 -

(7) a procurement of items that are available from only one source, including:

(D) captive replacement parts or components for equipment;

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

ISSUE STATEMENT:

City Council is asked to approve the award of a replacement contract for Caterpillar Proprietary Parts and Service. This contract will support the purchase of parts and service to ensure the safe, uninterrupted, cost-effective maintenance and servicing of heavy equipment and specialized machinery (e.g., compactors, excavators, and loaders) to maintaining strict equipment Up-Time & maintenance and prevent unexpected, costly breakdowns.

It will also support a streamlined supply chain for specialized replacement parts, whether standard engine components or custom wear-and-tear parts for landfill machinery and equipment to assist with priority repair turnarounds and keep critical Landfill and solid waste collections operations running smoothly.

BACKGROUND:

This contract will specifically support all Landfill equipment maintenance operations consisting of a current inventory of 16 pieces of Caterpillar Heavy vehicles, equipment and machinery.

Contract Variance: The difference based in comparison to the previous contract is as follows: An increase of \$750,000.00, which represents a 16.67% increase due to:

- 1. Increase in the department’s annual budgeted amount from \$1,500,000.00 to \$1,750,000.00 in anticipation of an increase in repairs needed for existing vehicles, equipment, and machinery.

No protest received for this requirement.

COUNCIL OPTIONS:

- 1. Award the contract as recommended;
- 2. Deny award if Council determines such action is in the best interest of the City;
- 3. Direct staff to re-solicit the procurement with revised evaluation criteria or policy direction, as permitted by law; or
- 4. Postpone action, pending additional information.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by a City Council committee.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

RELATED POLICIES:

- 1. Procurement Sourcing Policy

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

- ☒ Legal counsel reviewed as part of the Council packet
- ☐ Legal counsel reviewed in advance of packet as individual item

AMOUNT AND SOURCE OF FUNDING:

Amount: \$5,250,000.00
Funding Source: Internal Service Fund

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT (\$)
NA	NA

ATTACHMENTS:

- 1. Sole Source Letter
- 2. Sole Source Affidavit

FOR MORE INFORMATION:

Alondra Murillo	(915) 212-7007	MurilloAX1@elpasotexas.gov
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Wagner Equipment Co.

18000 Smith Rd
Aurora, CO 80011
303.739.3000 – Phone
303.739.3276 – Fax
www.wagnerequipment.com

December 1, 2025

City of El Paso
300 N. Campbell
El Paso, TX 79901

Subject: Sole Source Letter for Caterpillar Equipment and Parts

To whom it may concern:

This letter serves as official confirmation that Wagner Equipment Co. is the only authorized dealer for Caterpillar sales, machines, parts and service in El Paso, Texas. Caterpillar Inc. has protected geographical territories. This also includes all of El Paso, Culberson and Hudspeth counties in Texas and the entire state of Colorado and New Mexico.

Wagner Equipment Co. is the exclusive source supplier for Cat parts and for factory authorized service repair within this region. As the authorized Caterpillar dealer, Wagner Equipment Co. provides genuine Caterpillar products, OEM parts, and factory-trained service support.

If you have any questions or require additional information, please don't hesitate to contact us.

Sincerely,

A handwritten signature in blue ink that reads 'MaSharon Greer'.

MaSharon Greer
Risk Manager
(303) 739-3000
Wagner Equipment Co.



PURCHASING & STRATEGIC SOURCING DEPARTMENT

SOLE SOURCE AFFIDAVIT

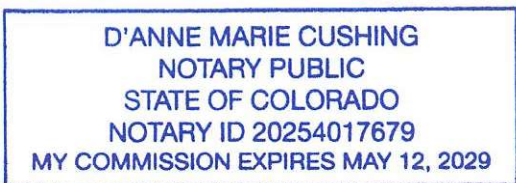
THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared _____ a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is MaSharon Greer. I am over the age of 18, have never been of a convicted crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Wagner Equipment Co.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s): Caterpillar sales, machines, parts and service in El Paso, TX. Wagner Equipment Co. provides genuine Caterpillar products, OEM parts, and factory-trained service support.
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. **Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuation of any/all business with the City of El Paso.**

MaSharon Greer
Signature

SUBSCRIBED AND SWORN to before me on this 13th day of December 2025



D'Anne Marie Cushing
NOTARY PUBLIC
D'Anne Marie Cushing
PRINTED NAME
May 12, 2029
MY COMMISSION EXPIRES

COMPANY NAME: Wagner Equipment Co.

ADDRESS, CITY, STATE & ZIP CODE: 10501 Dyer Street, El Paso, TX 79924

PHONE: (915) 666-2364

FAX NUMBER: _____

CONTACT NAME AND TITLE: MaSharon Greer, Risk Manager

WEB ADDRESS: www.wagnerequipment.com

EMAIL: mgreer@wagnerequipment.com

FEDERAL TAX ID NUMBER: 84-0703569

TEXAS SALES TAX NUMBER: 1-840703569-2

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	MaSharon Greer
Business Name	Wagner Equipment Co.
Agenda Item Type	Contract Award
Relevant Department	Streets and Maintenance

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



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: MaSharon Greer Date: 6/8/26



CITY ATTORNEY’S OFFICE
AWARDEE LITIGATION REVIEW

07/08/26

The City Attorney’s Office has reviewed whether or not the proposed awardee:

Wagner Equipment Co.

has been involved in prior or active litigation with the City for a period of 10 years from the date of award:

☒	No prior litigation has been found.
☐	Litigation Listing follows:

Caption	Parties	Causes of Action	Status of Case

Reviewed by: Mona M. Heydarian
Assistant City Attorney



Legislation Text

File #: 26-0861, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

Districts 1, 2, 4, and 8

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043

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 and action on the award of Solicitation 2026-0329 Traffic Management Center Phase IV & V to Econolite Systems Inc. for a total estimated amount of \$5,471,129.26.

Department:	Capital Improvement
Award to:	Econolite Systems Inc.
City & State:	Anaheim, CA
Item(s):	Base Bid I, II
Contract Term:	234 Working Days
Base Bid I:	\$2,483,864.96
Base Bid II:	\$2,987,264.30
Total Estimated Award:	\$5,471,129.26
Account(s):	190 - 4950 - 38170 - 580270 - CSJ-0924-06-569 - GT9025TMC5 190 - 4950 - 38170 - 580270- CSJ-0924-06-568 - GT9025TMC4 190 - 4450 - 38280 - 580270 - CSJ-0924-06-568 190 - 4450 - 38280 - 580270 - CSJ-0924-06-569
Funding Source(s):	Texas Department of Transportation Congestion Mitigation and Air Quality Improvement program State Infrastructure Bank Loan
District(s):	1, 2, 4, and 8

This was a Low Bid Procurement - Construction Contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award

as indicated to Econolite Systems Inc. the lowest responsive and responsible bidder.

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

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

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

CITY OF EL PASO, TEXAS AGENDA SUMMARY FORM



DEPARTMENT/COUNCIL OFFICE: Capital Improvement

AGENDA DATE: July 21, 2026

PUBLIC HEARING DATE: NA

CONTACT PERSON NAME: Joaquin Rodriguez, Capital Improvement

PHONE NUMBER:(915) 212-0065

2nd CONTACT PERSON NAME: Claudia A. Garcia, Purchasing & Strategic Sourcing **PHONE NUMBER:**(915) 212-0043

DISTRICT(S) AFFECTED: 1, 2, 4 & 8

AGENDA ITEM:

Discussion and action on the award of solicitation 2026-0329 Traffic Management Center Phase IV & V to Econolite Systems Inc. for a total estimated amount of \$5,471,129.26

Department: Capital Improvement
Award to: Econolite Systems Inc.
City & State: Anaheim, CA
Item(s): Base Bid I, II,
Contract Term: 234 Working Days
Base Bid I: \$2,483,864.96
Base Bid II: \$2,987,264.30
Total Estimated Award: \$5,471,129.26
Account(s): 190 - 4950 - 38170 – 580270 - CSJ-0924-06-569 – GT9025TMC5
190 - 4950 - 38170 – 580270- CSJ-0924-06-568 – GT9025TMC4
190 – 4450 – 38280 – 580270 - CSJ-0924-06-568
190 – 4450 – 38280 – 580270 - CSJ-0924-06-569
Funding Source(s): Texas Department of Transportation
Congestion Mitigation and Air Quality Improvement program
State Infrastructure Bank Loan
District(s): 1, 2, 4 & 8

This was a Low Bid Procurement - Construction Contract

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Econolite Systems Inc. the lowest responsive and responsible bidder.

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

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

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

ISSUE STATEMENT:

City Council is asked to approve the award of a construction contract for Traffic Management Center Upgrades Phase IV & Phase V. This contract will allow for the construction work to upgrade the City of El Paso Traffic Management Center and traffic signals.

BACKGROUND:

The Traffic Management Center Upgrades Phase IV & Phase V includes replacing the city’s traffic signal controllers to allow them to communicate with advanced traffic management systems (ATMS) software. The current traffic signal controller model is no longer being manufactured. The project upgrades will allow the TMC to provide real-time response to traffic crashes, special events, and construction closures. The new system also enables remote access to the ATMS and the traffic signal controllers.

Solicitation was advertised on February 24, 2026 and March 3, 2026. The solicitation was posted on City website on February 24, 2026. There were a total Twenty (20) viewers online; Three (3) bids were received; one (1) from local suppliers.

No protest received for this requirement.

COUNCIL OPTIONS:

- 1. Award the contract as recommended;
- 2. Deny award if Council determines such action is in the best interest of the City;
- 3. Direct staff to re-solicit the procurement with revised evaluation criteria or policy direction, as permitted by law;
or
- 4. Postpone action, pending additional information.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by a City Council committee.

COMMUNITY AND STAKEHOLDER OUTREACH:

A pre-bid meeting was held on March 4, 2026. one (1) supplier was in attendance.

RELATED POLICIES:

- 1. Procurement Sourcing Policy

PRIOR COUNCIL ACTION:

On April 29, 2025 City Council approved executing SIB loan applications for this project
On August 19, 2025 City Council approved the Advance Funding Agreement with TxDOT for this project.
On June 23, 2026, City Council approved SIB loan agreement

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: 5,471,129.26
Funding Source: Texas Department of Transportation/ Congestion Mitigation and Air Quality, State Infrastructure Bank Loan

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT (\$)
Form was provided to the applicant	

ATTACHMENTS:

- 1. Tabulation
- 2. Views List

FOR MORE INFORMATION:

Margaret Schroeder	915-240-3384	schroedermk@elpasotexas.gov
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Bid Tab Summary
2026-0329 TMC Phase IV & V

	<u>Contractor</u>	<u>Total: Base Bid I</u>	<u>Total: Base Bid II</u>	<u>Total: Base I + Base Bid II</u>
1	Econolite Systems, Inc.	\$2,483,864.96	\$2,987,264.30	\$5,471,129.26
2	El Paso A.R.C. Electric, Inc.	\$3,649,085.00	\$5,607,525.00	\$9,256,610.00
3	Tri-State Electric Ltd	\$6,190,860.05	\$7,695,225.05	\$13,886,085.10



City of El Paso Price Tabulation

Bid Title: Traffic Management Center Upgrades Phase IV & Phase V TxDOT CSJ 0924-06-568, ETC

Solicitation Number: 2026-0329

Bid Opening: March 25, 2026

Department: Capital Improvement

	Tri-State Electric Ltd Vinton, TX	Econolite Systems, Inc. Anaheim, CA	El Paso A.R.C. Electric, Inc. El Paso, TX
	Bidder 1 of 3	Bidder 2 of 3	Bidder 3 of 3

Base Bid 1 - TxDOT CSJ: 0924-06-568 TxDOT FUNDING

Item No.	Item - Code		Description	Unit	Approx QTY	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)
	Item - No.	S.P. No									
1	500	7001	MOBILIZATION	LS	1	\$109,493.80	\$109,493.80	\$194,907.58	\$194,907.58	\$90,000.00	\$90,000.00
2	502	7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	6	\$282,000.00	\$1,692,000.00	\$27,647.59	\$165,885.54	\$25,000.00	\$150,000.00
3	503	7001	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	125	\$350.00	\$43,750.00	\$157.73	\$19,716.25	\$300.00	\$37,500.00
4	505	7001	TMA (STATIONARY)	DAY	70	\$500.00	\$35,000.00	\$836.20	\$58,534.00	\$450.00	\$31,500.00
5	506	7044	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	20	\$92.00	\$1,840.00	\$6.66	\$133.20	\$50.00	\$1,000.00
6	506	7046	BIODEG EROSN CONT LOGS (REMOVE)	LF	20	\$80.00	\$1,600.00	\$2.28	\$45.60	\$10.00	\$200.00
7	636	7001	ALUMINUM SIGNS (TY A)	SF	1,099.5	\$67.50	\$74,216.25	\$110.16	\$121,120.92	\$50.00	\$54,975.00
											Bidder's Price \$55,000.00
8	680	ELP1	UPGRADE TRF SIG (CTRL INS ONLY)	EA	152	\$9,500.00	\$1,444,000.00	\$1,514.82	\$230,252.64	\$5,000.00	\$760,000.00
9	680	ELP2	UPGRADE TRF SIG (CTRL INS & CAB ADAPTER)	EA	2	\$11,200.00	\$22,400.00	\$45,789.09	\$91,578.18	\$45,000.00	\$90,000.00
10	680	ELP3	UPGRADE TRF SIG (CTRL INS & CAB FDN)	EA	4	\$15,000.00	\$60,000.00	\$48,820.88	\$195,283.52	\$50,000.00	\$200,000.00
11	680	ELP4	UPGRADE TRF SIG (CTRL INS & EXT CAB)	EA	4	\$45,000.00	\$180,000.00	\$3,965.11	\$15,860.44	\$50,000.00	\$200,000.00
12	682	7001	VEH SIG SEC (12")LED(GRN)	EA	7	\$450.00	\$3,150.00	\$395.86	\$2,771.02	\$450.00	\$3,150.00
13	682	7002	VEH SIG SEC (12")LED(GRN ARW)	EA	95	\$450.00	\$42,750.00	\$415.23	\$39,446.85	\$450.00	\$42,750.00
14	682	7003	VEH SIG SEC (12")LED(YEL)	EA	7	\$450.00	\$3,150.00	\$409.10	\$2,863.70	\$450.00	\$3,150.00
15	682	7004	VEH SIG SEC (12")LED(YEL ARW)	EA	218	\$450.00	\$98,100.00	\$407.39	\$88,811.02	\$45.00	\$9,810.00
16	682	7005	VEH SIG SEC (12")LED(RED)	EA	12	\$450.00	\$5,400.00	\$409.10	\$4,909.20	\$450.00	\$5,400.00
17	682	7006	VEH SIG SEC (12")LED(RED ARW)	EA	104	\$450.00	\$46,800.00	\$415.23	\$43,183.92	\$450.00	\$46,800.00
18	682	7042	BACKPLATE W/REF BRDR(3 SEC)(VENT)ALUM	EA	21	\$500.00	\$10,500.00	\$335.30	\$7,041.30	\$500.00	\$10,500.00
19	682	7043	BACKPLATE W/REF BRDR(4 SEC)(VENT)ALUM	EA	95	\$700.00	\$66,500.00	\$403.94	\$38,374.30	\$700.00	\$66,500.00
20	684	7031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	280	\$5.25	\$1,470.00	\$4.28	\$1,198.40	\$5.00	\$1,400.00



City of El Paso Price Tabulation

Bid Title: Traffic Management Center Upgrades Phase IV & Phase V TxDOT CSJ 0924-06-568, ETC

Solicitation Number: 2026-0329

Bid Opening: March 25, 2026

Department: Capital Improvement

						Tri-State Electric Ltd Vinton, TX		Econolite Systems, Inc. Anaheim, CA		El Paso A.R.C. Electric, Inc. El Paso, TX	
						Bidder 1 of 3		Bidder 2 of 3		Bidder 3 of 3	
21	684	7033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	200	\$6.25	\$1,250.00	\$8.00	\$1,600.00	\$9.50	\$1,900.00
22	ELP1	0100	HYBRID ETHERNET SWITCH	EA	164	\$5,500.00	\$902,000.00	\$1,910.71	\$313,356.44	\$4,500.00	\$738,000.00
23	ELP1	200	SFP 1GB SMF (HYBRID SWITCH)	EA	58	\$1,600.00	\$92,800.00	\$160.53	\$9,310.74	\$1,500.00	\$87,000.00
24	ELP2	0100	VIDEO ENCODER 4 PORT (INSTALL ONLY)	EA	140	\$1,000.00	\$140,000.00	\$306.66	\$42,932.40	\$1,500.00	\$210,000.00
25	ELP3	0100	FIBER OPTIC JUMPERS	EA	44	\$35.00	\$1,540.00	\$29.29	\$1,288.76	\$150.00	\$6,600.00
26	ELP3	0200	FIBER OPTIC FUSION SPLICE	EA	40	\$355.00	\$14,200.00	\$77.44	\$3,097.60	\$300.00	\$12,000.00
27	ELP4	0100	HARDENED ETHERNET SWITCH	EA	4	\$5,500.00	\$22,000.00	\$3,473.37	\$13,893.48	\$6,000.00	\$24,000.00
28	ELP4	0200	SFP 1GB SMF (HUBS)	EA	11	\$1,500.00	\$16,500.00	\$1,136.33	\$12,499.63	\$2,500.00	\$27,500.00
29	ELP4	0300	SFP 10GB SMF (HUBS)	EA	12	\$1,500.00	\$18,000.00	\$1,078.78	\$12,945.36	\$2,750.00	\$33,000.00
30	ELP5	0100	SYSTEM INTEGRATION	LS	1	\$458,000.00	\$458,000.00	\$119,052.48	\$119,052.48	\$125,000.00	\$125,000.00
31	ELP6	0100	VIVDS PROSR SYS (INSTALL ONLY)	EA	19	\$500.00	\$9,500.00	\$427.84	\$8,128.96	\$1,000.00	\$19,000.00
32	ELP6	0200	VIVDS CAMERA ASSY (INSTALL ONLY)	EA	82	\$1,200.00	\$98,400.00	\$856.67	\$70,246.94	\$1,000.00	\$82,000.00
33	ELP6	0300	VIVDS CABLING (INSTALL ONLY)	LF	24,000	\$4.95	\$118,800.00	\$2.64	\$63,360.00	\$4.50	\$108,000.00
34	ELP7	0100	CCTV FIELD EQUIP (DIGITAL) (INSTL ONLY)	EA	1	\$1,500.00	\$1,500.00	\$860.63	\$860.63	\$1,500.00	\$1,500.00
35	ELP7	0200	CCTV MOUNT BRACKET	EA	1	\$2,000.00	\$2,000.00	\$430.32	\$430.32	\$1,800.00	\$1,800.00
36	ELP7	0300	ITS COM CBL (ETHERNET)	LF	250	\$9.00	\$2,250.00	\$3.14	\$785.00	\$8.50	\$2,125.00
37	ELP8	0100	CELL MODEM 5 YR OF SERVICE	EA	40	\$7,500.00	\$300,000.00	\$10,213.71	\$408,548.40	\$7,000.00	\$280,000.00
38	ELP9	0100	RECONFIGURE MINI TMC	LS	1	\$10,000.00	\$10,000.00	\$5,187.84	\$5,187.84	\$25,000.00	\$25,000.00
39	EP12	0100	PORT SERVER (INSTALL ONLY)	EA	40	\$1,000.00	\$40,000.00	\$1,860.56	\$74,422.40	\$1,500.00	\$60,000.00
Total							\$6,190,860.05		\$2,483,864.96		\$3,649,060.00
											Bidder's Price \$3,649,085.00



City of El Paso Price Tabulation

Bid Title: Traffic Management Center Upgrades Phase IV & Phase V TxDOT CSJ 0924-06-568, ETC

Solicitation Number: 2026-0329

Bid Opening: March 25, 2026

Department: Capital Improvement

	Tri-State Electric Ltd Vinton, TX	Econolite Systems, Inc. Anaheim, CA	El Paso A.R.C. Electric, Inc. El Paso, TX
	Bidder 1 of 3	Bidder 2 of 3	Bidder 3 of 3

Base Bid 2 -TXDOT FUNDING TXDOT CSJ 0924-06-569

Item No.	Item - Code		Description	Unit	Approx QTY	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)
	Item - No.	S.P. No									
1	500	7001	MOBILIZATION	LS	1	\$109,493.80	\$109,493.80	\$194,907.58	\$194,907.58	\$90,000.00	\$90,000.00
2	502	7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	8	\$282,000.00	\$2,256,000.00	\$27,647.59	\$221,180.72	\$25,000.00	\$200,000.00
3	503	7001	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	170	\$350.00	\$59,500.00	\$157.73	\$26,814.10	\$300.00	\$51,000.00
4	505	7001	TMA (STATIONARY)	DAY	105	\$500.00	\$52,500.00	\$836.20	\$87,801.00	\$450.00	\$47,250.00
5	506	7044	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	380	\$92.00	\$34,960.00	\$6.66	\$2,530.80	\$50.00	\$19,000.00
6	506	7046	BIODEG EROSN CONT LOGS (REMOVE)	LF	380	\$80.00	\$30,400.00	\$2.28	\$866.40	\$10.00	\$3,800.00
7	636	7001	ALUMINUM SIGNS (TY A)	SF	1,201.5	\$67.50	\$81,101.25	\$110.16	\$132,357.24	\$50.00	\$60,075.00
8	680	ELP1	UPGRADE TRF SIG (CTRL INS ONLY)	EA	175	\$9,500.00	\$1,662,500.00	\$1,514.82	\$265,093.50	\$5,000.00	\$875,000.00
9	680	ELP2	UPGRADE TRF SIG (CTRL INS & CAB ADAPTER)	EA	7	\$11,200.00	\$78,400.00	\$45,789.09	\$320,523.63	\$45,000.00	\$315,000.00
10	680	ELP3	UPGRADE TRF SIG (CTRL INS & CAB FDN)	EA	12	\$15,000.00	\$180,000.00	\$48,820.88	\$585,850.56	\$50,000.00	\$600,000.00
11	680	ELP4	UPGRADE TRF SIG (CTRL INS & EXT CAB)	EA	19	\$45,000.00	\$855,000.00	\$3,965.11	\$75,337.09	\$45,000.00	\$855,000.00
12	682	7001	VEH SIG SEC (12")LED(GRN)	EA	5	\$450.00	\$2,250.00	\$395.86	\$1,979.30	\$450.00	\$2,250.00
13	682	7002	VEH SIG SEC (12")LED(GRN ARW)	EA	125	\$450.00	\$56,250.00	\$415.23	\$51,903.75	\$450.00	\$56,250.00
14	682	7003	VEH SIG SEC (12")LED(YEL)	EA	5	\$450.00	\$2,250.00	\$409.10	\$2,045.50	\$450.00	\$2,250.00
15	682	7004	VEH SIG SEC (12")LED(YEL ARW)	EA	247	\$450.00	\$111,150.00	\$407.39	\$100,625.33	\$450.00	\$111,150.00
16	682	7005	VEH SIG SEC (12")LED(RED)	EA	14	\$450.00	\$6,300.00	\$409.10	\$5,727.40	\$450.00	\$6,300.00
17	682	7006	VEH SIG SEC (12")LED(RED ARW)	EA	115	\$450.00	\$51,750.00	\$415.23	\$47,751.45	\$450.00	\$51,750.00
18	682	7007	VEH SIG SEC (12")LED(GRN U-TURN ARW)	EA	1	\$500.00	\$500.00	\$487.31	\$487.31	\$450.00	\$450.00
19	682	7008	VEH SIG SEC (12")LED(YEL U-TURN ARW)	EA	1	\$500.00	\$500.00	\$487.31	\$487.31	\$450.00	\$450.00
20	682	7009	VEH SIG SEC (12")LED(RED U-TURN ARW)	EA	1	\$500.00	\$500.00	\$487.31	\$487.31	\$450.00	\$450.00



City of El Paso Price Tabulation

Bid Title: Traffic Management Center Upgrades Phase IV & Phase V TxDOT CSJ 0924-06-568, ETC

Solicitation Number: 2026-0329

Bid Opening: March 25, 2026

Department: Capital Improvement

						Tri-State Electric Ltd Vinton, TX		Econolite Systems, Inc. Anaheim, CA		El Paso A.R.C. Electric, Inc. El Paso, TX	
						Bidder 1 of 3		Bidder 2 of 3		Bidder 3 of 3	
21	682	7042	BACKPLATE W/REF BRDR(3 SEC)(VENT)ALUM	EA	7	\$500.00	\$3,500.00	\$335.30	\$2,347.10	\$500.00	\$3,500.00
22	682	7043	BACKPLATE W/REF BRDR(4 SEC)(VENT)ALUM	EA	122	\$700.00	\$85,400.00	\$403.94	\$49,280.68	\$600.00	\$73,200.00
23	682	7044	BACKPLATE W/REF BRDR(5 SEC)(VENT)ALUM	EA	1	\$900.00	\$900.00	\$410.07	\$410.07	\$7,000.00	\$7,000.00
24	684	7031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	240	\$5.25	\$1,260.00	\$4.28	\$1,027.20	\$5.00	\$1,200.00
25	ELP1	0100	HYBRID ETHERNET SWITCH	EA	219	\$5,500.00	\$1,204,500.00	\$1,910.71	\$418,445.49	\$4,500.00	\$985,500.00
26	ELP1	0200	SFP 1GB SMF (HYBRID SWITCH)	EA	87	\$1,600.00	\$139,200.00	\$160.53	\$13,966.11	\$2,500.00	\$217,500.00
27	ELP2	0100	VIDEO ENCODER 4 PORT (INSTALL ONLY)	EA	159	\$1,000.00	\$159,000.00	\$306.66	\$48,758.94	\$2,750.00	\$437,250.00
28	ELP3	0100	FIBER OPTIC JUMPERS	EA	88	\$35.00	\$3,080.00	\$29.29	\$2,577.52	\$150.00	\$13,200.00
29	ELP3	0200	FIBER OPTIC FUSION SPLICE	EA	76	\$355.00	\$26,980.00	\$77.44	\$5,885.44	\$300.00	\$22,800.00
30	ELP4	0100	HARDENED ETHERNET SWITCH	EA	9	\$5,500.00	\$49,500.00	\$3,473.37	\$31,260.33	\$6,000.00	\$54,000.00
31	ELP4	0200	SFP 1GB SMF (HUBS)	EA	45	\$1,500.00	\$67,500.00	\$1,136.33	\$51,134.85	\$2,750.00	\$123,750.00
32	ELP6	0100	VIVDS PROSR SYS (INSTALL ONLY)	EA	29	\$500.00	\$14,500.00	\$427.84	\$12,407.36	\$1,000.00	\$29,000.00
33	ELP6	0200	VIVDS CAMERA ASSY (INSTALL ONLY)	EA	95	\$1,200.00	\$114,000.00	\$856.67	\$81,383.65	\$1,000.00	\$95,000.00
34	ELP6	0300	VIVDS CABLING (INSTALL ONLY)	LF	28,000	\$4.95	\$138,600.00	\$2.64	\$73,920.00	\$4.50	\$126,000.00
35	ELP7	0100	CCTV FIELD EQUIP (DIGITAL) (INSTL ONLY)	EA	4	\$1,500.00	\$6,000.00	\$860.63	\$3,442.52	\$1,500.00	\$6,000.00
36	ELP7	0200	CCTV MOUNT BRACKET	EA	4	\$2,000.00	\$8,000.00	\$430.32	\$1,721.28	\$1,800.00	\$7,200.00
37	ELP7	0300	ITS COM CBL (ETHERNET)	LF	1,000	\$9.00	\$9,000.00	\$3.14	\$3,140.00	\$8.50	\$8,500.00
38	EP12	0100	PORT SERVER (INSTALL ONLY)	EA	33	\$1,000.00	\$33,000.00	\$1,860.56	\$61,398.48	\$1,500.00	\$49,500.00
Total							\$7,695,225.05		\$2,987,264.30		\$5,607,525.00
											Bidder's Price \$5,607,550.00
Sum Total Base Bid I and Base Bid II							\$13,886,085.10		\$5,471,129.26		\$9,256,585.00
											Bidder's Price \$9,256,635.00
Bid Bond						Yes		Yes		Yes	
Amendments Acknowledged						Yes		Yes		Yes	
Hire El Paso First Certified:						No		No		No	



City of El Paso Price Tabulation

Bid Title: Traffic Management Center Upgrades Phase IV & Phase V TxDOT CSJ 0924-06-568, ETC

Solicitation Number: 2026-0329

Bid Opening: March 25, 2026

Department: Capital Improvement

	Tri-State Electric Ltd Vinton, TX	Econolite Systems, Inc. Anaheim, CA	El Paso A.R.C. Electric, Inc. El Paso, TX
	Bidder 1 of 3	Bidder 2 of 3	Bidder 3 of 3

Bids Solicited: 1,079 Local Bids Solicited: 536 Bids Received: 3 Local Bids Received: 1 No Bid: 5

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

2026-0329 TMC IV & V

Views List

<u>No.</u>	<u>Participant Name</u>	<u>City</u>	<u>State</u>
1	Alejandro Motta (Tri-State Electric)	Vinton	TX
2	El Paso A.R.C. Electric, Inc.	El Paso	TX
3	Econolite Systems, Inc.	Anaheim	CA
4	SunCityPalmTrimming	El Paso	TX
5	915 Gypsy LLC	El Paso	TX
6	Alpha Electronics	El Paso	TX
7	Consolidated Traffic Controls, Inc.	Arlington	TX
8	ConstructConnect	Cincinnati	OH
9	Construction Reporter	Albuquerque	NM
10	Dodge Data & Analytics	Hamilton	NJ
11	HNTB Corporation	El Paso	TX
12	Horizon Construction 1 LTD	El Paso	TX
13	House of Lavend	El Paso	TX
14	Mobile Communications America Inc.	Charlotte	NC
15	Pavilion Construction	Carrollton	TX
16	Reyes Sports Surfacing	E Paso	TX
17	Suncity Waterworks & Restoration LLC	el paso	TX
18	The PlanIt Room	El Paso	TX
19	Virtual Builders Exchange	San Antonio	TX
20	West Texas Chapter AGC	Abilene	TX

CITY OF EL PASO, TEXAS AGENDA SUMMARY FORM



DEPARTMENT/COUNCIL OFFICE: Capital Improvement

AGENDA DATE: July 21, 2026

PUBLIC HEARING DATE: NA

CONTACT PERSON NAME: Joaquin Rodriguez, Capital Improvement

PHONE NUMBER: (915) 212-0065

2nd CONTACT PERSON NAME: Claudia A. Garcia, Purchasing & Strategic Sourcing **PHONE NUMBER:** (915) 212-0043

DISTRICT(S) AFFECTED: 1, 2, 4 & 8

AGENDA ITEM:

Discussion and action on the award of solicitation 2026-0329 Traffic Management Center Phase IV & V to [REDACTED]
[REDACTED] for a total estimated amount of \$ [REDACTED]

Department: Capital Improvement

Award to: [REDACTED]

City & State: [REDACTED]

Item(s): Base Bid I, II,

Contract Term: 234 Working Days

Base Bid I: [REDACTED]

Base Bid II: [REDACTED]

Account(s):

190 - 4950 - 38170 - 580270 - CSJ-0924-06-569 - GT9025TMC5

190 - 4950 - 38170 - 580270 - CSJ-0924-06-568 - GT9025TMC4

190 - 4450 - 38280 - 580270 - CSJ-0924-06-568

190 - 4450 - 38280 - 580270 - CSJ-0924-06-569

Funding Source(s):

Texas Department of Transportation

Congestion Mitigation and Air Quality Improvement program

State Infrastructure Bank Loan

District(s):

1, 2, 4 & 8

This was a Low Bid Procurement - Construction Contract

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to [REDACTED]
[REDACTED] the lowest responsive and responsible bidder.

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

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

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

ISSUE STATEMENT:

City Council is asked to approve the award of a construction contract for Traffic Management Center Upgrades Phase IV & Phase V. This contract will allow for the construction work to upgrade the City of El Paso Traffic Management Center and traffic signals.

BACKGROUND:

The Traffic Management Center Upgrades Phase IV & Phase V includes replacing the city’s traffic signal controllers to allow them to communicate with advanced traffic management systems (ATMS) software. The current traffic signal controller model is no longer being manufactured. The project upgrades will allow the TMC to provide real-time response to traffic crashes, special events, and construction closures. The new system also enables remote access to the ATMS and the traffic signal controllers.

Solicitation was advertised on February 24, 2026 and March 3, 2026. The solicitation was posted on City website on February 24, 2026. There were a total Twenty (20) viewers online; Three (3) bids were received; one (1) from local suppliers.

No protest received for this requirement.

COUNCIL OPTIONS:

- 1. Award the contract as recommended;
- 2. Deny award if Council determines such action is in the best interest of the City;
- 3. Direct staff to re-solicit the procurement with revised evaluation criteria or policy direction, as permitted by law;
or
- 4. Postpone action, pending additional information.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by a City Council committee.

COMMUNITY AND STAKEHOLDER OUTREACH:

A pre-bid meeting was held on March 4, 2026. one (1) supplier was in attendance.

RELATED POLICIES:

- 1. Procurement Sourcing Policy

PRIOR COUNCIL ACTION:

On April 29, 2025 City Council approved executing SIB loan applications for this project
On August 19, 2025 City Council approved the Advance Funding Agreement with TxDOT for this project.
On June 23, 2026, City Council approved SIB loan agreement

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: [REDACTED]
Funding Source: Texas Department of Transportation/ Congestion Mitigation and Air Quality, State Infrastructure Bank Loan

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT (\$)
Form was provided to the applicant	

ATTACHMENTS:

- 1. Tabulation
- 2. Views List

FOR MORE INFORMATION:

Margaret Schroeder	915-240-3384	schroedermk@elpasotexas.gov
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Bid Tab Summary
2026-0329 TMC Phase IV & V

	<u>Contractor</u>	<u>Total: Base Bid I</u>	<u>Total: Base Bid II</u>	<u>Total: Base I + Base Bid II</u>
1	████████████████████	\$2,483,864.96	\$2,987,264.30	████████████████████
2	████████████████████	\$3,649,085.00	\$5,607,525.00	████████████████████
3	████████████████████	\$6,190,860.05	\$7,695,225.05	████████████████████



City of El Paso Price Tabulation

Bid Title: Traffic Management Center Upgrades Phase IV & Phase V TxDOT CSJ 0924-06-568, ETC

Solicitation Number: 2026-0329

Bid Opening: March 25, 2026

Department: Capital Improvement

	Bidder 1 of 3	Bidder 2 of 3	Bidder 3 of 3

Base Bid 1 - TxDOT CSJ: 0924-06-568 TxDOT FUNDING

Item No.	Item - Code		Description	Unit	Approx QTY	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)
	Item - No.	S.P. No									
1	500	7001	MOBILIZATION	LS	1	\$109,493.80	\$109,493.80	\$194,907.58	\$194,907.58	\$90,000.00	\$90,000.00
2	502	7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	6	\$282,000.00	\$1,692,000.00	\$27,647.59	\$165,885.54	\$25,000.00	\$150,000.00
3	503	7001	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	125	\$350.00	\$43,750.00	\$157.73	\$19,716.25	\$300.00	\$37,500.00
4	505	7001	TMA (STATIONARY)	DAY	70	\$500.00	\$35,000.00	\$836.20	\$58,534.00	\$450.00	\$31,500.00
5	506	7044	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	20	\$92.00	\$1,840.00	\$6.66	\$133.20	\$50.00	\$1,000.00
6	506	7046	BIODEG EROSN CONT LOGS (REMOVE)	LF	20	\$80.00	\$1,600.00	\$2.28	\$45.60	\$10.00	\$200.00
7	636	7001	ALUMINUM SIGNS (TY A)	SF	1,099.5	\$67.50	\$74,216.25	\$110.16	\$121,120.92	\$50.00	\$54,975.00
										Bidder's Price	\$55,000.00
8	680	ELP1	UPGRADE TRF SIG (CTRL INS ONLY)	EA	152	\$9,500.00	\$1,444,000.00	\$1,514.82	\$230,252.64	\$5,000.00	\$760,000.00
9	680	ELP2	UPGRADE TRF SIG (CTRL INS & CAB ADAPTER)	EA	2	\$11,200.00	\$22,400.00	\$45,789.09	\$91,578.18	\$45,000.00	\$90,000.00
10	680	ELP3	UPGRADE TRF SIG (CTRL INS & CAB FDN)	EA	4	\$15,000.00	\$60,000.00	\$48,820.88	\$195,283.52	\$50,000.00	\$200,000.00
11	680	ELP4	UPGRADE TRF SIG (CTRL INS & EXT CAB)	EA	4	\$45,000.00	\$180,000.00	\$3,965.11	\$15,860.44	\$50,000.00	\$200,000.00
12	682	7001	VEH SIG SEC (12")LED(GRN)	EA	7	\$450.00	\$3,150.00	\$395.86	\$2,771.02	\$450.00	\$3,150.00
13	682	7002	VEH SIG SEC (12")LED(GRN ARW)	EA	95	\$450.00	\$42,750.00	\$415.23	\$39,446.85	\$450.00	\$42,750.00
14	682	7003	VEH SIG SEC (12")LED(YEL)	EA	7	\$450.00	\$3,150.00	\$409.10	\$2,863.70	\$450.00	\$3,150.00
15	682	7004	VEH SIG SEC (12")LED(YEL ARW)	EA	218	\$450.00	\$98,100.00	\$407.39	\$88,811.02	\$45.00	\$9,810.00
16	682	7005	VEH SIG SEC (12")LED(RED)	EA	12	\$450.00	\$5,400.00	\$409.10	\$4,909.20	\$450.00	\$5,400.00
17	682	7006	VEH SIG SEC (12")LED(RED ARW)	EA	104	\$450.00	\$46,800.00	\$415.23	\$43,183.92	\$450.00	\$46,800.00
18	682	7042	BACKPLATE W/REF BRDR(3 SEC)(VENT)ALUM	EA	21	\$500.00	\$10,500.00	\$335.30	\$7,041.30	\$500.00	\$10,500.00
19	682	7043	BACKPLATE W/REF BRDR(4 SEC)(VENT)ALUM	EA	95	\$700.00	\$66,500.00	\$403.94	\$38,374.30	\$700.00	\$66,500.00
20	684	7031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	280	\$5.25	\$1,470.00	\$4.28	\$1,198.40	\$5.00	\$1,400.00



City of El Paso Price Tabulation

Bid Title: Traffic Management Center Upgrades Phase IV & Phase V TxDOT CSJ 0924-06-568, ETC

Solicitation Number: 2026-0329

Bid Opening: March 25, 2026

Department: Capital Improvement

						Bidder 1 of 3		Bidder 2 of 3		Bidder 3 of 3	
21	684	7033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	200	\$6.25	\$1,250.00	\$8.00	\$1,600.00	\$9.50	\$1,900.00
22	ELP1	0100	HYBRID ETHERNET SWITCH	EA	164	\$5,500.00	\$902,000.00	\$1,910.71	\$313,356.44	\$4,500.00	\$738,000.00
23	ELP1	200	SFP 1GB SMF (HYBRID SWITCH)	EA	58	\$1,600.00	\$92,800.00	\$160.53	\$9,310.74	\$1,500.00	\$87,000.00
24	ELP2	0100	VIDEO ENCODER 4 PORT (INSTALL ONLY)	EA	140	\$1,000.00	\$140,000.00	\$306.66	\$42,932.40	\$1,500.00	\$210,000.00
25	ELP3	0100	FIBER OPTIC JUMPERS	EA	44	\$35.00	\$1,540.00	\$29.29	\$1,288.76	\$150.00	\$6,600.00
26	ELP3	0200	FIBER OPTIC FUSION SPLICE	EA	40	\$355.00	\$14,200.00	\$77.44	\$3,097.60	\$300.00	\$12,000.00
27	ELP4	0100	HARDENED ETHERNET SWITCH	EA	4	\$5,500.00	\$22,000.00	\$3,473.37	\$13,893.48	\$6,000.00	\$24,000.00
28	ELP4	0200	SFP 1GB SMF (HUBS)	EA	11	\$1,500.00	\$16,500.00	\$1,136.33	\$12,499.63	\$2,500.00	\$27,500.00
29	ELP4	0300	SFP 10GB SMF (HUBS)	EA	12	\$1,500.00	\$18,000.00	\$1,078.78	\$12,945.36	\$2,750.00	\$33,000.00
30	ELP5	0100	SYSTEM INTEGRATION	LS	1	\$458,000.00	\$458,000.00	\$119,052.48	\$119,052.48	\$125,000.00	\$125,000.00
31	ELP6	0100	VIVDS PROSR SYS (INSTALL ONLY)	EA	19	\$500.00	\$9,500.00	\$427.84	\$8,128.96	\$1,000.00	\$19,000.00
32	ELP6	0200	VIVDS CAMERA ASSY (INSTALL ONLY)	EA	82	\$1,200.00	\$98,400.00	\$856.67	\$70,246.94	\$1,000.00	\$82,000.00
33	ELP6	0300	VIVDS CABLING (INSTALL ONLY)	LF	24,000	\$4.95	\$118,800.00	\$2.64	\$63,360.00	\$4.50	\$108,000.00
34	ELP7	0100	CCTV FIELD EQUIP (DIGITAL) (INSTL ONLY)	EA	1	\$1,500.00	\$1,500.00	\$860.63	\$860.63	\$1,500.00	\$1,500.00
35	ELP7	0200	CCTV MOUNT BRACKET	EA	1	\$2,000.00	\$2,000.00	\$430.32	\$430.32	\$1,800.00	\$1,800.00
36	ELP7	0300	ITS COM CBL (ETHERNET)	LF	250	\$9.00	\$2,250.00	\$3.14	\$785.00	\$8.50	\$2,125.00
37	ELP8	0100	CELL MODEM 5 YR OF SERVICE	EA	40	\$7,500.00	\$300,000.00	\$10,213.71	\$408,548.40	\$7,000.00	\$280,000.00
38	ELP9	0100	RECONFIGURE MINI TMC	LS	1	\$10,000.00	\$10,000.00	\$5,187.84	\$5,187.84	\$25,000.00	\$25,000.00
39	EP12	0100	PORT SERVER (INSTALL ONLY)	EA	40	\$1,000.00	\$40,000.00	\$1,860.56	\$74,422.40	\$1,500.00	\$60,000.00
Total							\$6,190,860.05		\$2,483,864.96		\$3,649,060.00
										Bidder's Price	
										\$3,649,085.00	



City of El Paso Price Tabulation

Bid Title: Traffic Management Center Upgrades Phase IV & Phase V TxDOT CSJ 0924-06-568, ETC

Solicitation Number: 2026-0329

Bid Opening: March 25, 2026

Department: Capital Improvement

			X
	Bidder 1 of 3	Bidder 2 of 3	Bidder 3 of 3

Base Bid 2 -TXDOT FUNDING TXDOT CSJ 0924-06-569

Item No.	Item - Code		Description	Unit	Approx QTY	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)
	Item - No.	S.P. No									
1	500	7001	MOBILIZATION	LS	1	\$109,493.80	\$109,493.80	\$194,907.58	\$194,907.58	\$90,000.00	\$90,000.00
2	502	7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	8	\$282,000.00	\$2,256,000.00	\$27,647.59	\$221,180.72	\$25,000.00	\$200,000.00
3	503	7001	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	170	\$350.00	\$59,500.00	\$157.73	\$26,814.10	\$300.00	\$51,000.00
4	505	7001	TMA (STATIONARY)	DAY	105	\$500.00	\$52,500.00	\$836.20	\$87,801.00	\$450.00	\$47,250.00
5	506	7044	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	380	\$92.00	\$34,960.00	\$6.66	\$2,530.80	\$50.00	\$19,000.00
6	506	7046	BIODEG EROSN CONT LOGS (REMOVE)	LF	380	\$80.00	\$30,400.00	\$2.28	\$866.40	\$10.00	\$3,800.00
7	636	7001	ALUMINUM SIGNS (TY A)	SF	1,201.5	\$67.50	\$81,101.25	\$110.16	\$132,357.24	\$50.00	\$60,075.00
8	680	ELP1	UPGRADE TRF SIG (CTRL INS ONLY)	EA	175	\$9,500.00	\$1,662,500.00	\$1,514.82	\$265,093.50	\$5,000.00	\$875,000.00
9	680	ELP2	UPGRADE TRF SIG (CTRL INS & CAB ADAPTER)	EA	7	\$11,200.00	\$78,400.00	\$45,789.09	\$320,523.63	\$45,000.00	\$315,000.00
10	680	ELP3	UPGRADE TRF SIG (CTRL INS & CAB FDN)	EA	12	\$15,000.00	\$180,000.00	\$48,820.88	\$585,850.56	\$50,000.00	\$600,000.00
11	680	ELP4	UPGRADE TRF SIG (CTRL INS & EXT CAB)	EA	19	\$45,000.00	\$855,000.00	\$3,965.11	\$75,337.09	\$45,000.00	\$855,000.00
12	682	7001	VEH SIG SEC (12")LED(GRN)	EA	5	\$450.00	\$2,250.00	\$395.86	\$1,979.30	\$450.00	\$2,250.00
13	682	7002	VEH SIG SEC (12")LED(GRN ARW)	EA	125	\$450.00	\$56,250.00	\$415.23	\$51,903.75	\$450.00	\$56,250.00
14	682	7003	VEH SIG SEC (12")LED(YEL)	EA	5	\$450.00	\$2,250.00	\$409.10	\$2,045.50	\$450.00	\$2,250.00
15	682	7004	VEH SIG SEC (12")LED(YEL ARW)	EA	247	\$450.00	\$111,150.00	\$407.39	\$100,625.33	\$450.00	\$111,150.00
16	682	7005	VEH SIG SEC (12")LED(RED)	EA	14	\$450.00	\$6,300.00	\$409.10	\$5,727.40	\$450.00	\$6,300.00
17	682	7006	VEH SIG SEC (12")LED(RED ARW)	EA	115	\$450.00	\$51,750.00	\$415.23	\$47,751.45	\$450.00	\$51,750.00
18	682	7007	VEH SIG SEC (12")LED(GRN U-TURN ARW)	EA	1	\$500.00	\$500.00	\$487.31	\$487.31	\$450.00	\$450.00
19	682	7008	VEH SIG SEC (12")LED(YEL U-TURN ARW)	EA	1	\$500.00	\$500.00	\$487.31	\$487.31	\$450.00	\$450.00
20	682	7009	VEH SIG SEC (12")LED(RED U-TURN ARW)	EA	1	\$500.00	\$500.00	\$487.31	\$487.31	\$450.00	\$450.00



City of El Paso Price Tabulation

Bid Title: Traffic Management Center Upgrades Phase IV & Phase V TxDOT CSJ 0924-06-568, ETC

Solicitation Number: 2026-0329

Bid Opening: March 25, 2026

Department: Capital Improvement

						Bidder 1 of 3		Bidder 2 of 3		Bidder 3 of 3	
21	682	7042	BACKPLATE W/REF BRDR(3 SEC)(VENT)ALUM	EA	7	\$500.00	\$3,500.00	\$335.30	\$2,347.10	\$500.00	\$3,500.00
22	682	7043	BACKPLATE W/REF BRDR(4 SEC)(VENT)ALUM	EA	122	\$700.00	\$85,400.00	\$403.94	\$49,280.68	\$600.00	\$73,200.00
23	682	7044	BACKPLATE W/REF BRDR(5 SEC)(VENT)ALUM	EA	1	\$900.00	\$900.00	\$410.07	\$410.07	\$7,000.00	\$7,000.00
24	684	7031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	240	\$5.25	\$1,260.00	\$4.28	\$1,027.20	\$5.00	\$1,200.00
25	ELP1	0100	HYBRID ETHERNET SWITCH	EA	219	\$5,500.00	\$1,204,500.00	\$1,910.71	\$418,445.49	\$4,500.00	\$985,500.00
26	ELP1	0200	SFP 1GB SMF (HYBRID SWITCH)	EA	87	\$1,600.00	\$139,200.00	\$160.53	\$13,966.11	\$2,500.00	\$217,500.00
27	ELP2	0100	VIDEO ENCODER 4 PORT (INSTALL ONLY)	EA	159	\$1,000.00	\$159,000.00	\$306.66	\$48,758.94	\$2,750.00	\$437,250.00
28	ELP3	0100	FIBER OPTIC JUMPERS	EA	88	\$35.00	\$3,080.00	\$29.29	\$2,577.52	\$150.00	\$13,200.00
29	ELP3	0200	FIBER OPTIC FUSION SPLICE	EA	76	\$355.00	\$26,980.00	\$77.44	\$5,885.44	\$300.00	\$22,800.00
30	ELP4	0100	HARDENED ETHERNET SWITCH	EA	9	\$5,500.00	\$49,500.00	\$3,473.37	\$31,260.33	\$6,000.00	\$54,000.00
31	ELP4	0200	SFP 1GB SMF (HUBS)	EA	45	\$1,500.00	\$67,500.00	\$1,136.33	\$51,134.85	\$2,750.00	\$123,750.00
32	ELP6	0100	VIVDS PROSR SYS (INSTALL ONLY)	EA	29	\$500.00	\$14,500.00	\$427.84	\$12,407.36	\$1,000.00	\$29,000.00
33	ELP6	0200	VIVDS CAMERA ASSY (INSTALL ONLY)	EA	95	\$1,200.00	\$114,000.00	\$856.67	\$81,383.65	\$1,000.00	\$95,000.00
34	ELP6	0300	VIVDS CABLING (INSTALL ONLY)	LF	28,000	\$4.95	\$138,600.00	\$2.64	\$73,920.00	\$4.50	\$126,000.00
35	ELP7	0100	CCTV FIELD EQUIP (DIGITAL) (INSTL ONLY)	EA	4	\$1,500.00	\$6,000.00	\$860.63	\$3,442.52	\$1,500.00	\$6,000.00
36	ELP7	0200	CCTV MOUNT BRACKET	EA	4	\$2,000.00	\$8,000.00	\$430.32	\$1,721.28	\$1,800.00	\$7,200.00
37	ELP7	0300	ITS COM CBL (ETHERNET)	LF	1,000	\$9.00	\$9,000.00	\$3.14	\$3,140.00	\$8.50	\$8,500.00
38	EP12	0100	PORT SERVER (INSTALL ONLY)	EA	33	\$1,000.00	\$33,000.00	\$1,860.56	\$61,398.48	\$1,500.00	\$49,500.00
Total							\$7,695,225.05		\$2,987,264.30		\$5,607,525.00
											Bidder's Price \$5,607,550.00
Sum Total Base Bid I and Base Bid II											Bidder's Price 0
Bid Bond						Yes		Yes		Yes	
Amendments Acknowledged						Yes		Yes		Yes	
Hire El Paso First Certified:						No		No		No	



City of El Paso Price Tabulation

Bid Title: Traffic Management Center Upgrades Phase IV & Phase V TxDOT CSJ 0924-06-568, ETC

Solicitation Number: 2026-0329

Bid Opening: March 25, 2026

Department: Capital Improvement

	Tri-State Electric Ltd Vinton, TX	Econolite Systems, Inc. Anaheim, CA	El Paso A.R.C. Electric, Inc. El Paso, TX
	Bidder 1 of 3	Bidder 2 of 3	Bidder 3 of 3

Bids Solicited: 1,079 Local Bids Solicited: 536 Bids Received: 3 Local Bids Received: 1 No Bid: 5

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

2026-0329 TMC IV & V

Views List

No.	Participant Name	City	State
1	Alejandro Motta (Tri-State Electric)	Vinton	TX
2	El Paso A.R.C. Electric, Inc.	El Paso	TX
3	Econolite Systems, Inc.	Anaheim	CA
4	SunCityPalmTrimming	El Paso	TX
5	915 Gypsy LLC	El Paso	TX
6	Alpha Electronics	El Paso	TX
7	Consolidated Traffic Controls, Inc.	Arlington	TX
8	ConstructConnect	Cincinnati	OH
9	Construction Reporter	Albuquerque	NM
10	Dodge Data & Analytics	Hamilton	NJ
11	HNTB Corporation	El Paso	TX
12	Horizon Construction 1 LTD	El Paso	TX
13	House of Lavend	El Paso	TX
14	Mobile Communications America Inc.	Charlotte	NC
15	Pavilion Construction	Carrollton	TX
16	Reyes Sports Surfacing	E Paso	TX
17	Suncity Waterworks & Restoration LLC	el paso	TX
18	The PlanIt Room	El Paso	TX
19	Virtual Builders Exchange	San Antonio	TX
20	West Texas Chapter AGC	Abilene	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 Avishek Basu

Business Name Econolite Systems, Inc.

Agenda Item Type New Contract

Relevant Department Capital Improvement

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature:  Avishek Basu Date: 03/24/2026



Legislation Text

File #: 26-0848, 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, Jessica Torres, (915) 212-0094

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

AGENDA LANGUAGE:

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

Discussion and action on Resolution to authorize the City Manager to sign a Chapter 380 Economic Development Program Agreement between CITY OF EL PASO and ELEUTERIA SANDRA HERING, in support of an infill development project located at 903 Park St. The Agreement requires the Applicant to make a minimum investment of \$270,000.00, and in consideration, the City shall provide economic incentives up to \$15,988.24 in the form of Real Property Tax Rebate, Construction Materials Sales Tax Rebate, and Building Construction Fee Rebate.



City of El Paso Agenda Summary Form

City Clerk

Submitted On:

Jul 6, 2026, 03:20PM EDT

Department / Council Office	Economic and Human Development
Agenda Date	July 21, 2026
Email of User Submitting Form	torresjx@elpasotexas.gov
Contact Person	Jessica Torres 915-212-0094
2nd Contact Person	Karina Brasgalla 915-212-0094
District(s) Affected	District 8
Agenda Item	Discussion and action on Resolution to authorize the City Manager to sign a Chapter 380 Economic Development Program Agreement between CITY OF EL PASO and ELEUTERIA SANDRA HERING, in support of an infill development project located at 903 Park St. The Agreement requires the Applicant to make a minimum investment of \$270,000.00, and in consideration, the City shall provide economic incentives up to \$15,988.24 in the form of Real Property Tax Rebate, Construction Materials Sales Tax Rebate, and Building Construction Fee Rebate.
Issue Statement	City Council is asked to approved the Chapter 380 Agreement in support of an infill development project.
Background	This project will redevelop a vacant property that has remained unoccupied for nearly ten years into a modern, high-quality triplex that will provide much-needed housing within the community. The redevelopment will transform an underutilized site into a productive residential property, contributing to neighborhood revitalization and increasing the local housing supply. The proposed triplex will consist of approximately 2,400 square feet of living space and will include three residential units, each containing approximately 750 square feet. Every unit will feature two bedrooms and one bathroom, providing functional and affordable housing options for individuals, couples, and small families. Upon meeting contract requirements, the Applicant may receive: Property Tax Rebate (City portion): 10-year incremental tax rebate, capped at \$9,638.24 - Construction Materials Sales Tax Rebate: One-time 1% City sales tax rebate on materials, capped at \$1,350.00 - Building Construction Fee Rebate: One-time rebate on eligible construction and planning fees, capped at \$5,000.00 for total incentives not to exceed \$15,988.24.

Council Options	1. Approved the agreement as presented. 2. Decline approval and direct staff to renegotiate agreement.
Committee Review and/or Recommendation	This item was not reviewed by a City Council committee.
Community and Stakeholder Outreach (if applicable, as an attachment) – please include	Not applicable.
Related City Policies	Infill Policy, Chapter 380
Prior Council Action	No prior Council action.
The City Attorney’s Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	General Fund
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Jessica Torres 915-212-0094 torresjx@elpasotexas.gov

RESOLUTION

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

That the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement (“Agreement”) by and between **CITY OF EL PASO** (“City”) and **ELEUTERIA SANDRA HERING** (“Applicant”) in support of an infill development project located at *903 Park St., El Paso, Texas 79901* (“Project”). The Agreement requires the Applicant to make a minimum investment of \$270,000.00 in the Project, and in consideration, the City shall provide economic incentives not to exceed \$15,988.24 in the form of a Real Property Tax Rebate, a Construction Materials Sales Tax Rebate, and a Building Construction Fee Rebate.

APPROVED THIS _____ DAY OF _____ 2026.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

Karina Brasgalla, Director
Economic & International Development

STATE OF TEXAS)
)
COUNTY OF EL PASO) **CHAPTER 380 ECONOMIC DEVELOPMENT
PROGRAM AGREEMENT
(Infill Development)**

This Chapter 380 Economic Development Program Agreement (the “Agreement”) is made on this _____ day of _____, 2026 (“Effective Date”) between the **CITY OF EL PASO, TEXAS**, a Texas home-rule municipal corporation, (the “City”), and **ELEUTERIA SANDRA HERING** (the “Applicant”), for the purposes and considerations stated below. The City and Applicant may hereinafter be collectively referred to as the *Parties* and individually as the *Party*.

RECITALS

WHEREAS, Article 3, Section 52A, Texas Constitution, authorizes the Legislature to enable cities to implement programs for the public purposes of economic development under which cities and counties may provide financial incentives for the purposes of stimulating local economic development and business and commercial activity in the City; and

WHEREAS, Section 380.001, Texas Local Government Code (“Chapter 380”), authorizes the City Council of the City to establish and provide for the administration of one or more programs in order to stimulate business and commercial activity in the City including, but not limited to, programs for (i) making loans and grants of public money to promote local economic development, (ii) accepting contributions, gifts and other resources to develop and administer a program; and

WHEREAS, the City has established an economic development program and, pursuant to Chapter 380, is authorized to provide loans or grants of public funds as a governmental function to promote economic development, including the creation and retention of jobs, stimulating of business and commercial activity, and expansion of the tax base within the City of El Paso and surrounding region; and

WHEREAS, on May 11, 2021 the El Paso City Council adopted an Infill Development Incentive Policy (the “Infill Policy”) to promote infill development by providing economic incentives for eligible projects meeting the Infill Policy criteria; and

WHEREAS, the Applicant's real property, located at *903 Park St., El Paso, Texas 79901*, is within the Infill's Policy designated incentive area and the Applicant’s proposed development meets the Infill's Policy eligibility requirements; and

WHEREAS, the City desires to provide incentives to the Applicant, pursuant to Chapter 380 and the Infill Policy, for the construction of a development located on the Applicant’s real property, and the Applicant wishes to receive the incentives in exchange for compliance with the obligations set forth herein; and

WHEREAS, the City determines that a grant of funds to Applicant will serve the

municipal purpose of promoting local economic development and enhancing business and commercial activity within the City and region; and

WHEREAS, the Development will likely encourage increased economic development within the City and region, provide increases in the City's property tax revenues, and improve the City's ability to provide for the health, safety and welfare of the general public within and around of El Paso, Texas; and

WHEREAS, the City finds that this Agreement embodies an eligible *program* and promotes economic development within and around the El Paso, Texas, and, as such, meets the requirements under Chapter 380 of the Texas Local Government Code and further is in the best interests of the City.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- A. **Ad Valorem Taxes.** The term Ad Valorem Taxes means with respect to any property tax year, all ad valorem property taxes collected by the City on the Eligible Property for that tax year. For purposes of this Agreement, Ad Valorem Taxes collected by the City shall not include penalties, interest, or attorney's fees.
- B. **Affiliate.** The term Affiliate means of any person or entity identified in this Agreement means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under direct or indirect common control with such specified person or entity. For purposes of this definition, control when used with respect to any person or entity in conjunction with the term affiliate means (i) the ownership, directly or indirectly, of 50% or more of the voting securities of such person or entity, or (ii) the right to direct the management or operations of such person or entity, directly or indirectly, whether through the ownership (directly or indirectly) of securities, by contract or otherwise, and the terms controlling and controlled have meanings correlative to the foregoing control as herein defined.
- C. **Agreement.** The word *Agreement* means this Chapter 380 Economic Development Program Agreement, together with all exhibit(s) and schedules attached and incorporated herein by reference.
- D. **Applicant.** The term *Applicant* means Eleuteria Sandra Hering.
- E. **Base Year Value.** This phrase means valuation of the real property by the El Paso Central Appraisal District on the rolls as of January 1st of the year of the Effective

Date of this Agreement. The Base Year Value shall not be interpreted to be equivalent or determinative for appraisal purposes or used in any way to determine market value. For the purposes of this Agreement, the Base Year Value is \$132,031.00.

- F. **Building Construction Fee Rebate.** This phrase means the one-time rebate of certain building construction fees and planning fees as identified in Ordinance No. 018581 paid for the Development and payable from the City's general revenue fund. The Building Construction Fee Rebate shall not exceed \$5,000.00 and will be rebated upon the Applicant's provision of the Grant Submittal Package to the City to demonstrate that the total construction cost for the Development is greater than the Base Year Value.
- G. **Construction Materials Sales Tax Rebate.** This phrase means a one-time 100% rebate of the City's 1% Sales and Use Tax from receipts for materials and labor of taxable items used in the construction of the Development. The Construction Materials Sales Rebate shall not exceed \$1,350.00.
- H. **Development.** The word *Development* means new construction on a vacant lot or renovation of an existing vacant or blighted building(s) to be used for any of the following land uses: office, retail, restaurant, multifamily residential facilities, commercial, and industrial within the City of El Paso, as authorized by the existing local law. The Development is described in *Exhibit B*, which is attached and incorporated for all purposes.
- I. **Effective Date.** This phrase means the date the El Paso City Council approves the Agreement.
- J. **Grant.** The word *Grant* means each annual payment to the Applicant under the terms of this Agreement computed as the sum of the applicable rebates: (i) Construction Materials Sales Tax Rebate; (ii) Building Construction Fee Rebate; and (iii) Property Tax Rebate. For the purposes of this Agreement, the aggregate Grant payments will not exceed \$15,988.24.
- K. **Grant Submittal Package.** The term *Grant Submittal Package* means the documentation required to be supplied to City as a condition of receipt of any Grant, with such documentation more fully described in *Exhibit C*, which is attached hereto and incorporated herein for all purposes.
- L. **Minimum Appraisal Value.** This phrase means the valuation of the Real Property appraised by El Paso Central Appraisal District during and after the construction or renovation of the Development. For the purposes of this Agreement, the Minimum Appraisal Value is \$267,031.00. Under no circumstances shall the Minimum Appraisal Value be interpreted to be equivalent of or determinative for appraisal purposes or to be used in any way to determine market value.
- M. **Minimum Investment.** The term *Minimum Investment* means those costs incurred,

self-performed, or contracted to third parties by the Applicant over the course of the renovation or construction project or furnishing of the improvements for the Development. For purposes of this Agreement, the Minimum Investment to qualify for the Grant is \$270,000.00.

N. **Municipal Purpose.** The term *Municipal Purpose* shall mean or otherwise include one or more of the following:

- (i) the funding of maintenance and operations expenditures of the City; and
- (ii) the funding of debt service on lawfully incurred obligations of the City; and
- (iii) the funding of any economic development grants or performance, incentive, or tax sharing agreements made in compliance with Chapter 380 of the Texas Local Government Code or other applicable law; or
- (iv) any capital improvement project or other lawful municipal purpose authorized under Texas law that the City otherwise determines is necessary and appropriate.

O. **Program.** The term *Program* means the economic development program established in accordance with the Chapter 380 Economic Development Policy pursuant to the Act designed to promote local economic development and stimulate business and commercial activity within the City.

P. **Project.** The term *Project* means Applicant's planned construction of substantial improvements to real property within the City.

Q. **Property Tax Rebate.** This *Property Tax Rebate* means a rebate, according to the Incremental Real Property Tax Rebate Table found in *Exhibit D* of this Agreement, of the City's portion of the incremental ad valorem property tax revenue generated by the subject property above the Base Year Value for the Grant Period (as defined herein). For the purposes of this Agreement, the total Real Property Tax Rebate amount shall not exceed \$9,638.24.

R. **Qualified Expenditures.** The term *Qualified Expenditures* means the monetary expenditures paid or caused to be paid by the Applicant after the Effective Date for material used in constructing or renovating the Development; and labor required for the construction or renovation of the Development.

S. **Real Property.** The term *Real Property* means the real property owned by the Applicant located at 903 Park St., El Paso, Texas 79901, and described on *Exhibit A*, which is attached and incorporated by reference. The Real Property is the location for the Applicant's proposed Development.

T. **Vacant Building.** The term *Vacant Building* means a building that is 60% or more unoccupied and is registered as a vacant building with the City, pursuant to Title 18, Chapter

18.40, El Paso City Code.

SECTION 2. TERM AND GRANT PERIOD.

- A. This Agreement shall commence on the Effective Date and shall terminate on the first to occur of: (i) the date when the aggregate amount of Grants is paid; (ii) 12 years from the Effective Date; (iii) the proper termination of this Agreement in accordance with the applicable provisions contained herein; or (iv) termination by mutual consent of the parties in writing ("Term").
- B. The Applicant's eligibility for Grant payments shall be limited to 10 consecutive years within the Term of this Agreement (the "Grant Period"). The first year of the Grant Period shall be the first tax year after the issuance of the certificate of occupancy for the Development. A temporary certificate of occupancy does not qualify as a certificate of occupancy.

SECTION 3. OBLIGATIONS OF APPLICANT.

A. DEVELOPMENT.

(1) The Applicant represents that the Development complies with, and adheres to, the provisions and requirements of the City's Infill Policy and is located within the eligible incentive areas identified within the Infill Policy.

(2) The Applicant shall renovate or construct, at its sole cost and expense, the Development, and shall expend a minimum of \$270,000.00 in Qualified Expenditures to construct the Development.

(3) The Applicant agrees to renovate, at its sole cost, the Project. The Applicant must obtain the building permits for the Project within 12 months from the Effective Date of this Agreement, unless permit is delayed by the City. The Economic Development Director may administratively extend this period.

(4) Within 24 months after the Effective Date, provided, however, that the Economic Development Director is authorized to administratively extend such period, the Applicant shall submit documentation to the City to verify the following:

(a) The expenditure of a minimum of \$270,000.00 in Qualified Expenditures; and

(b) That the Applicant has received a Certificate of Occupancy for the Development.

(5) The Applicant agrees that the Development shall not include the demolition of properties with a historic overlay that are deemed historic or contributing unless

specifically approved by the El Paso City Council.

(6) The Applicant agrees that Development shall be in accordance with the requirements and review provisions of Chapter 20.20 (Historic Landmark Preservation) of the City municipal code, where applicable.

(7) The Applicant shall diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction of same will be in accordance with all applicable federal, state and local laws and regulations.

(8) The Applicant agrees that during the Term of this Agreement, the Real Property shall be limited to those uses consistent with the Development.

(9) The Applicant shall demonstrate, before the receipts of any Grant payments, that the Applicant has incurred no delinquency taxes by providing certified city tax certificates for any parcel of property owned in the City of El Paso.

(10) The Applicant agrees that during the Term of this Agreement it shall not challenge nor permit anyone else to take actions on its behalf to challenge any assessments by the El Paso Central Appraisal District of \$267,031.00 or less. It is the intent of the parties that the assessed value of the Property on the tax rolls have a minimum appraisal value of \$267,031.00 during the Term of this Agreement. This property value should in no way be interpreted to affect the values set by the Central Appraisal District for tax purposes. Upon the termination of this Agreement, the Applicant agrees that neither this Agreement, nor the values contained herein, will be utilized to contest appraisal values or in the determination of the market value of the Development.

(11) The Applicant, during normal business hours, at its principal place of business in the city of El Paso, Texas, shall allow the City or its agents reasonable access to operating records, accounting books, and any other records related to the economic development considerations and incentives described herein, which are in Applicant's possession, custody, or control, for purposes of verifying the Qualified Expenditures and for audit purposes, if so, requested by the City. The confidentiality of such records will be maintained in accordance with all applicable laws.

(12) Applicant shall provide all required invoices and other required documentation to City electronically at the following address: EDcompliance@elpasotexas.gov

B. GRANT SUBMITTAL PACKAGE.

In order to receive the disbursement of the Grant, the Applicant must submit a Grant Submittal Package, as specified below.

(1) The Applicant shall annually submit one Grant Submittal Package which shall be in

the form provided in *Exhibit C*, together with the requisite documentation. The Applicant shall submit to the City the initial Grant Submittal Package on July 1, 2028, or within 30 business days after this date. Thereafter, the Applicant's annual Grant Submittal Package must be submitted on or within 30 business days after the 1st day of July of each year. A failure by the Applicant to timely submit a Grant Submittal Package in accordance with this paragraph is a waiver by the Applicant to receive a Grant payment for that Grant year.

- (2) Concurrent with the submittal of a Grant Submittal Package, the Applicant will submit to the City documentation as may be reasonably necessary to verify the expenditure to date of the Minimum Investment, which has not otherwise been verified as part of a prior submittal. The City will provide to the Applicant a written explanation for any Minimum Investment that the City determines cannot be verified. The Applicant may submit additional documentation to the City in order to obtain verification.
- (3) The City's determination of the amount of the Grant payment due to the Applicant is final.

SECTION 4. OBLIGATIONS OF THE CITY.

During the Term of this Agreement, and so long as an Event of Default has not occurred and the Applicant is in compliance with the Agreement, the City agrees as follows:

- A. The City agrees to provide a Construction Materials Sales Tax Rebate not to exceed \$1,350.00 in accordance with the terms and provisions of this Agreement.
- B. The City agrees to provide a Building Construction Fee Rebate not to exceed \$5,000.00 in accordance with the terms and provisions of this Agreement.
- C. The City agrees to provide a Real Property Tax Rebate not to exceed \$9,638.24 in accordance with the terms and provisions of this Agreement.
- D. The City will process any eligible Grant payment within 90 days after receipt of the Applicant's annual Grant Submittal Package.

SECTION 5. EVENTS OF DEFAULT.

Each of the following Paragraph's A through F shall constitute an Event of Default:

- A. **Failure to Comply.** The Applicant's failure to comply with, or to perform any obligation or condition of this Agreement or in any related documents, or the Applicant's failure to comply with or to perform any obligation or condition of any other agreement between the City and the Applicant.
- B. **False Statements.** Any representation or statement made or furnished to the City by the Applicant pursuant to this Agreement or any document(s) related hereto, that is/are false or misleading in any material respect; or if the Applicant obtains actual knowledge that any such

representation or statement has become false or misleading after the time that it was made, and the Applicant fails to provide written notice to the City of the false or misleading nature of such representation or statement within 10 days after the Applicant learns of its false or misleading nature.

- C. **Insolvency.** The Applicant files a voluntary petition in bankruptcy, or a proceeding in bankruptcy is instituted against the Applicant, and the Applicant is thereafter adjudicated bankrupt, a receiver for the Applicant's assets is appointed, or any assignment of all or substantially all of the assets of the Applicant for the benefit of creditors of the Applicant.
- D. **Property Taxes.** If the Applicant allows its personal or real property taxes owed to the City to become delinquent, and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within 30 days after written notice thereof from the City and/or El Paso Central Appraisal District.
- E. **Notice and Opportunity to Cure.** In the event of any alleged breach or default under this Agreement, the non-defaulting party shall provide written notice ("Notice") to the defaulting party describing the nature of the breach or default. The defaulting party shall have a period of 60 days from receipt of Notice to cure the breach or default (the "Cure Period"), except that defaults related to false statements or delinquent property taxes must be cured within 30 days, and defaults relating to construction obligations must be cured within 90 days. If the breach or default cannot be cured within the applicable Cure Period, no Event of Default shall be deemed to have occurred so long as the defaulting party commences the cure within the applicable Cure Period and continuously and in good faith pursues such cure to completion. If the defaulting party fails to cure the breach or default within the applicable Cure Period, the non-defaulting party may terminate this Agreement upon written notice and shall be entitled to exercise any and all rights and remedies available under this Agreement, at law, or in equity, including the right to recapture any Grant Payments previously made by the City, and the City's obligations under this Agreement shall thereupon terminate.
- F. **Failure to Cure.** If an Event of Default occurs and, after receipt of written notice and opportunity to cure as provided herein, the Applicant fails to cure the default in accordance with the provisions herein, then this Agreement may be terminated by the City by written notice to the Applicant at which time the City's obligations hereunder will end, and the City may exercise any other right or remedy available at law or in equity.
- G. **Liability.** In no event will either party be liable to the other party for any indirect, special, punitive, exemplary, incidental, or consequential damages. In no event shall the liability of either party exceed the value of Grant payments issued hereunder. This limitation will apply regardless of whether or not the other party has been advised of the possibility of such damages.

SECTION 6. RECAPTURE.

Should the Applicant default under Section 5 of this Agreement and provided that the Cure Period for such default has expired, the City may, at sole discretion of the City Manager, require that all or a

portion of the Grants provided pursuant to this Agreement be recaptured and repaid by the Applicant previously provided by the City within 60 days from the date of such termination and written notice. The determination of whether recapture is necessary may take into account the nature of the default, the Applicant's risk profile, and any other factors deemed relevant by the City.

SECTION 7. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT.

The City may terminate this Agreement for convenience and without the requirement of an Event of Default by Applicant, which shall become effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical, or illegal, including any case law holding that a Chapter 380 Economic Development Agreement, such as this Agreement, is an unconstitutional debt.

SECTION 8. GENERAL PROVISIONS.

- A. **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by both parties.
- B. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of El Paso County, Texas.
- C. **Applicant's Sale or Transfer of the Development.** Prior to any sale or other transfer of ownership rights in the Development, the Applicant shall notify the City in writing of such sale or transfer 30 business days before the effective date of such sale or transfer.
- D. **Assignment of Applicant's Rights.** Applicant understands and agrees that the City expressly prohibits Applicant from selling, transferring, assigning, or conveying in any way any rights to receive the Grant proceeds without the City's prior written consent. Any such attempt to sell, transfer, assign, or convey without the City's prior written consent is void and may result in the immediate termination of this Agreement and recapture of taxes rebated prior to the attempted transfer, with no ability for the Applicant to cure.
- E. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. The Applicant warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind the Applicant to the same.
- F. **Completion of Development.** As consideration for the agreements of the City as contained herein, Applicant agrees that it will diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction

of same will be in accordance with all applicable federal, state, and local laws and regulations.

- G. **Compliance with the Law.** The Parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement. If applicable, then the Applicant will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.
- H. **Confidentiality Obligations.** The confidentiality of records related to the City's economic development considerations and incentives provided herein will be maintained in accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code. To the extent permitted by state or federal law, the City shall maintain the confidentiality of any proprietary information and shall not copy any such information except as necessary for dissemination to the City's agents or employees and agrees that, as required by the Public Information Act, it will notify Applicant if a request relating to such proprietary information is received. The Applicant represents that it understands that the Public Information Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert the proprietary interest of the Applicant as a basis for nondisclosure.
- I. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same document.
- J. **Employment of Undocumented Workers.** During the term of this Agreement, the Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the Grant payments received by the Applicant from the City as of the date of such violation not later than 120 days after the date the Applicant is notified by City of a violation of this section, plus interest from the date the Grant payment(s) was paid to the Applicant, at the rate of 7% per annum. The interest will accrue from the date the Grant payment(s) were paid to the Applicant until the date the reimbursement payments are repaid to City. The City may also recover court costs and reasonable attorney's fees incurred in an action to recover the Grant payment(s) subject to repayment under this section. Applicant is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person which whom the Applicant contracts.
- K. **Execution of Agreement.** The El Paso City Council has authorized the City Manager to execute this Agreement on behalf of the City.
- L. **Filing.** The City shall promptly file this Agreement with the Texas State Comptroller in accordance with Section 380.004 of the Texas Local Government Code.
- M. **Governmental Function.** The Parties agree that the City is entering into this Agreement as a governmental entity performing a governmental function, implementing a government grant program intended to provide a public benefit.

- N. **Force Majeure.** The parties agree that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- O. **Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- P. **No Joint Venture.** The parties acknowledge and agree that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the Development or the design, construction, or operation of the Development, or any portion thereof.
- Q. **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown below. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address. Applicant shall provide all required invoices and other required documentation to City electronically at the following address: *EDcompliance@elpasotexas.gov*.

To the Applicant: Eleuteria Sandra Hering
808 El Parque Dr.
El Paso, TX 79912

To the City: The City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79950-1890

With a Copy to: The City of El Paso
Attn: Economic & International Development
P. O. Box 1890
El Paso, Texas 79950-1890

- R. **Ordinance Applicability.** The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising.

- S. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- T. **Termination or Expiration.** Upon termination or expiration of the Term of this Agreement, Applicant or its assigns agree that the Agreement, or the values contained herein will not be used to contest appraisal values or in the determination of the market value of the Development; and the economic development incentives established in the Agreement between the Parties shall not be considered in valuating the property for tax purposes.
- U. **Third-Party Beneficiaries.** There are no third-party beneficiaries for this Agreement.

[Signatures begin on the following page]

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2026.

CITY OF EL PASO:

Dionne Mack
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Oscar Gomez
Assistant City Attorney

Karina Brasgalla, Director
Economic & International Development

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

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

My Commission Expires: _____

Notary Public, State of Texas

[Signatures continue on the following page]

APPLICANT:

Eleuteria Sandra Hering

By: Sandra H.

Name: ELEUTERIA SANDRA HERING

Title: OWNER

ACKNOWLEDGMENT

STATE OF

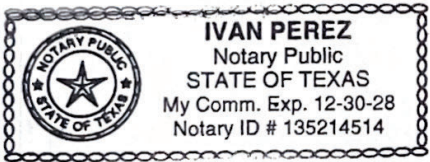
§

COUNTY OF

§

§

This instrument was acknowledged before me on the 30 day of june, 2026, by
ELEUTERIA SANDRA HERING as OWNER (title) of Eleuteria Sandra Hering.



[Signature]

Notary Public, State of Texas

My Commission Expires:

12-30-28

EXHIBIT A

Legal Description and map of the Real Property

38 MAGOFFIN LOT 9 (3,000 SQ FT)

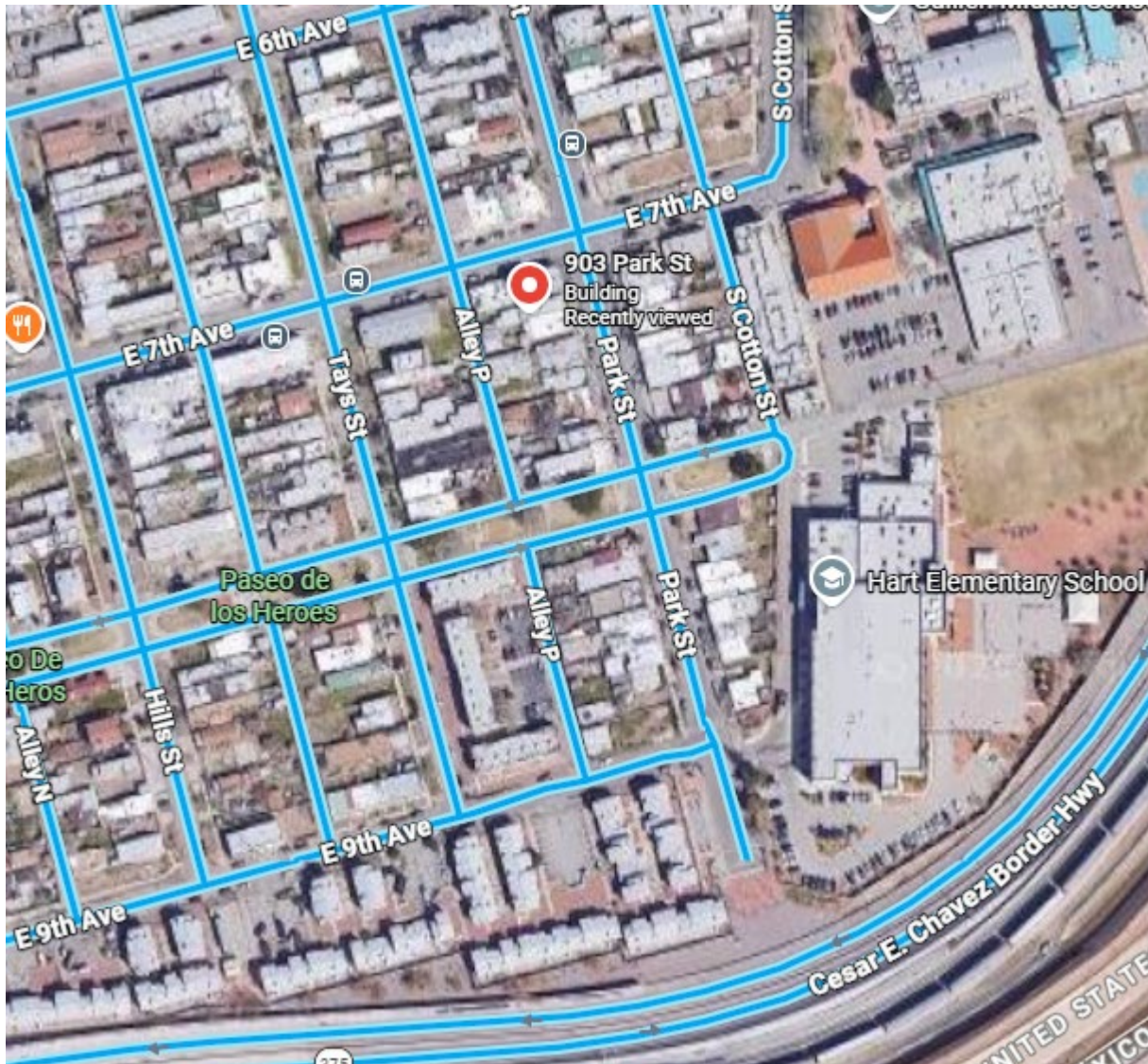


EXHIBIT B

Description of Development

This project will redevelop a vacant property that has remained unoccupied for nearly ten years into a modern, high-quality triplex that will provide much-needed housing within the community. The redevelopment will transform an underutilized site into a productive residential property, contributing to neighborhood revitalization and increasing the local housing supply.

The proposed triplex will consist of approximately 2,400 square feet of living space and will include three residential units, each containing approximately 750 square feet. Every unit will feature two bedrooms and one bathroom, providing functional and affordable housing options for individuals, couples, and small families.

The project represents a qualifying investment of \$270,000 and will include the construction of modern residential units designed to enhance the appearance of the property and support long-term neighborhood stability. By returning a long-vacant property to productive use, the development will eliminate blight, increase taxable value, and contribute to ongoing economic and housing development efforts in the area.

Plans:

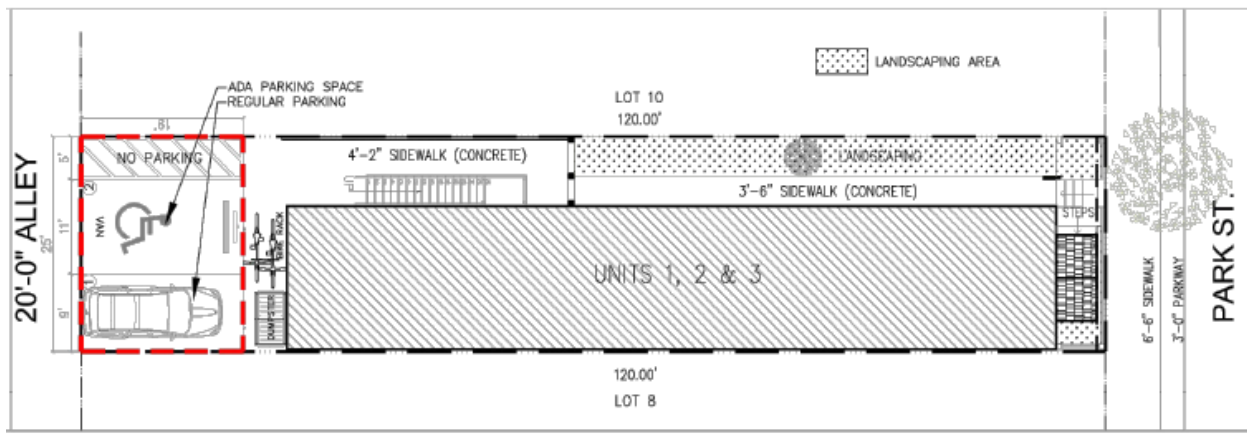


EXHIBIT C

Grant Submittal Package Form

_____(the Applicant) believes that it has substantially met its obligations under the Chapter 380 Agreement executed on _____ (date). Pursuant to the Agreement, the Applicant submits this Grant Submittal Package Form in compliance with said Agreement and in anticipation of receiving the Grant in consideration for his obligations met under the Agreement.

As required by the Agreement, the following information is submitted.

1. **[DUE WHEN THE AGREEMENT IS EXECUTED]** 1295 Form
2. **[DUE WITHIN 12 MONTHS OF AGREEMENT EXECUTION]** Copies of all applicable approvals and permits
3. **[DUE WITHIN 24 MONTHS OF AGREEMENT EXECUTION]** Documentation to evidence minimum expenditures amounting to **\$270,000.00** including but not limited to
 - a. Stamped **PAID** invoices
 - b. Copies of checks proving payment – corresponding to paid invoices
 - c. Receipts for purchase of construction materials (must show amount of taxes paid)
 - d. Bank statements (in the event a transaction was paid with credit or debit card)
 - e. Contractor pay applications, notarized with lien releases
4. **[DUE WITHIN 24 MONTHS OF AGREEMENT EXECUTION]** Copy of Certificate of Occupancy in accordance with the requirements provided in Section 3(A)(4)(b)
5. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation to evidence the amount of development fees paid as a result of the Development;
6. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation evidencing the materials and labor of Taxable Items used in the construction of the Development eligible for rebate to Applicant under the Construction Materials Sales Tax Rebate;
7. Property tax payment receipts showing proof of payment for tax year _____.

It is understood by the Applicant that the City of El Paso has up to **90 days** to process this request and reserves the right to deny the Grant claim if the Applicant has failed to comply with the terms of the Agreement.

By the signature of the Applicant below, the Applicant hereby certifies that: (1) the copies of the receipts attached to this Grant Submittal Package Form represent Qualified Expenditures incurred in the improvements and new construction to the Development; (2) the Applicant has paid or caused to be paid the City's local sales and use taxes associated with the Qualified Expenditures; and (3) that the copies of the receipts and copies of the permits attached herein are true and correct.

Signature: _____

Printed Name: _____

Date: _____

EXHIBIT D

Property Tax Rebate Table

Year	Rebate Percentage
Year 1	100%
Year 2	100%
Year 3	100%
Year 4	75%
Year 5	75%
Year 6	50%
Year 7	50%
Year 8	50%
Year 9	50%
Year 10	50%

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name ELEUTERIA SANDRA HERING

Business Name _____

Agenda Item Type INFILL AGREEMENT

Relevant Department ECONOMIC DEVELOPMENT

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: *Sandra H* Date: 7/2/2026



Legislation Text

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. [POSTPONED FROM 07-07-2026]



City of El Paso Agenda Summary Form

Submitted On: Jun 16, 2026, 05:47PM EDT

City Clerk

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:

HQ 6662 | Tran #8284 | CID
Purchase of Property for Resler Extension-Transmountain
MMH

That the City Council of El Paso finds it 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.

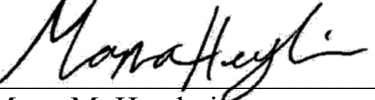
CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

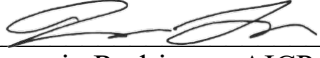
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:



Joaquin Rodriguez, AICP
CID Grant Funded Programs Director

EXHIBIT “A”



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



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

- 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:



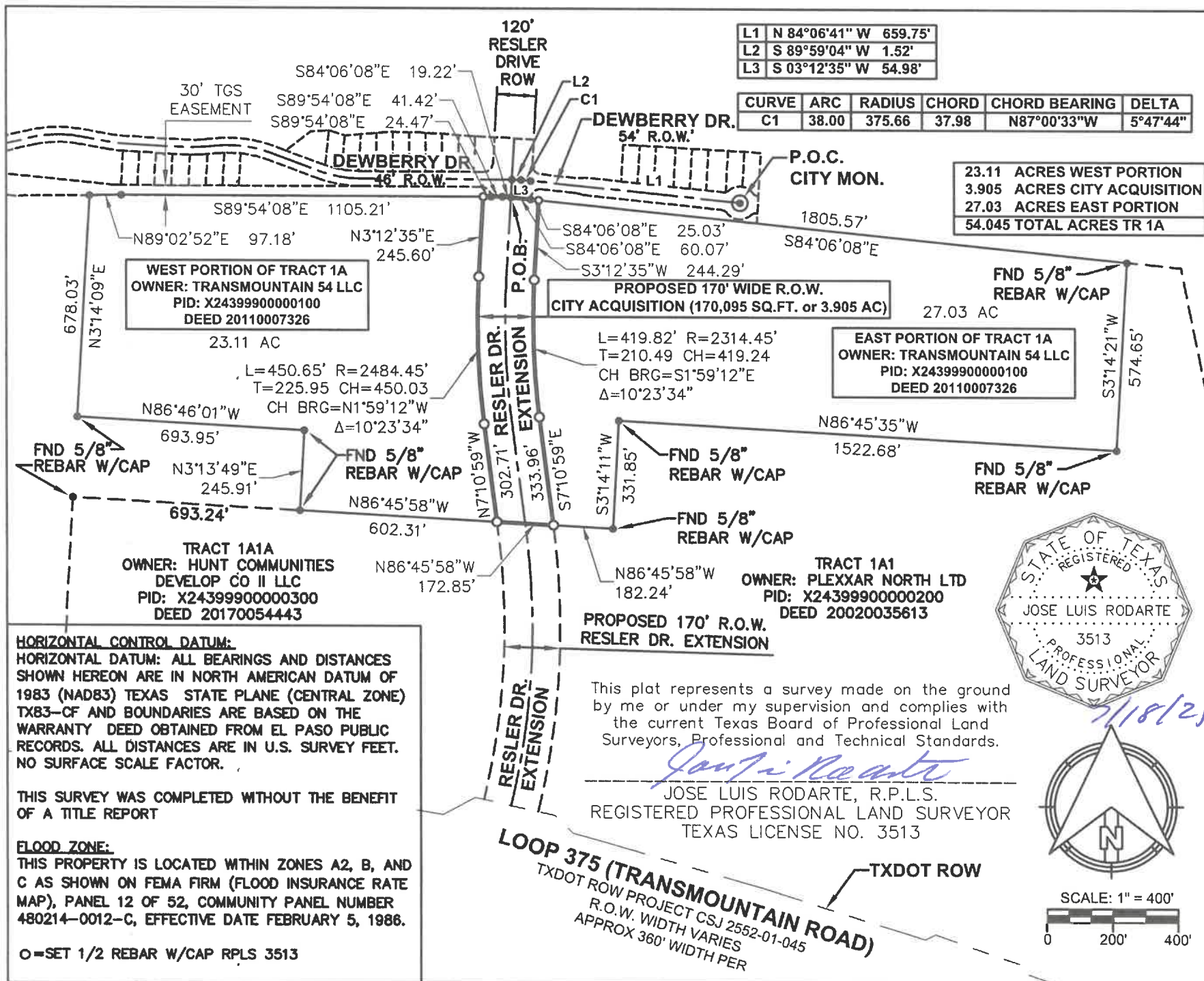
Jose L. Rodarte

Jose L. Rodarte

Registered Professional Land Surveyor

Date

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

1385 James Watt Dr., Suite B-13
El Paso, Texas 79936
Ph: (915) 351-6701 Fax (915) 243-6010
www.integratedengineering.com
TBPE #15313 TBPLS #10194278
Project 24-020 Date 08/11/2025

GRV Integrated
Engineering Solutions LLC





Legislation Text

File #: 26-0852, **Version:** 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 8

Capital Improvement Department, Javier Acosta, (915) 212-1845
Capital Improvement Department, Gilbert Guerrero, (915) 212-1803

AGENDA LANGUAGE:

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

Discussion and action on the award of Task Order 8V-1 under the Job Order Contracting and Facilities Construction Contract #2022-0678, for Fire Station #03 Renovation to Veliz Company, LLC dba Veliz Construction for a total estimated award of \$2,765,753.92.



City of El Paso Agenda Summary Form

City Clerk

Submitted On:

Jul 6, 2026, 02:32PM EDT

Department / Council Office	Capital Improvement Department
Agenda Date	July 21, 2026
Email of User Submitting Form	Gurrolaak@elpasotexas.gov
Contact Person	Javier Acosta, P.E 915-212-1845
2nd Contact Person	Gilbert Guerrero 915-212-1803
District(s) Affected	District 8
Agenda Item	Discussion and action on the award of Task Order 8V-1 under the Job Order Contracting and Facilities Construction Contract #2022-0678, for Fire Station #03 Renovation to Veliz Company, LLC dba Veliz Construction for a total estimated award of \$2,765,753.92
Issue Statement	City Council is asked to approve the award of the Job Order Contracting and Facilities Construction Contract #2022-0678 Task Order 8V-1 for Fire Station #03 Renovation to Veliz Company, LLC dba Veliz Construction for a total estimated award of \$2,765,753.92. Approval will not only allow the Fire Station to be brought up to current building codes, but will also provide a comfortable workplace for current/future staff, and a sustainable building for many years to come.
Background	The voters of the City of El Paso approved a Public Safety Bond measure in November 2019. Key elements of the bond program are new and/or renovated public safety facilities. The City has elected to conduct renovations at Fire Station #03 located at 721 E. Rio Grande Ave., El Paso, Texas 79902
Council Options	1. Approve the Resolution. 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	Stakeholders participated throughout the design phases of the project by providing feedback, reviewing drawings, and validating key design decisions to ensure the design met project objectives and user requirements.
Related City Policies	As per the Job Order Contracting and Facilities Construction Contract #2022-0678, work under this contract is performed via task orders.

	Orders over FIVE HUNDRED THOUSAND DOLLARS (\$500,000) must be approved by City Council.
Prior Council Action	On October 11, 2022, City Council approved the award of Solicitation 2022-0678 Job Order Contracting and Facilities Construction to Veliz Company, LLC. dba Veliz Construction. The awarded contract will allow to perform maintenance, repair, alternation, renovation, remediation and minor construction for the City of El Paso facilities.
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	No
Amount and Source of Funding	Amount: \$2,765,753.92 Funding Source: 2019 Public Safety Bond ; Account No. 190-4820-29090-580270-PCP22FS03RENOV8 Budgeted: Yes
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Javier Acosta, P.E. 915-212-1845 AcostaJA@elpasotexas.gov

CITY OF EL PASO CONSTRUCTION CHANGE ORDER

CONSTRUCTION CHANGE ORDER NO.: 1

DATE: June 26, 2026



SCOPE CHANGE

PROJECT: Fire Station #03 Renovation

SOLICITATION #: 2022-0678

☐ CONSTRUCTION CHANGE

Original Contract Amount: \$ 2,765,753.92
Net Change by previous Change Orders: \$ -
Net Change by previous Construction Quantity Notices: \$ -
New Amended Contract Amount: \$ 2,765,753.92
Total amount added for this Change Order: \$ -
Change Order Percentage: 0.00%

Original Contract Substantial Completion Date: TBD
Total days added due to Change Orders and CQN's: 0
Total days added for this Change Order: 270
New Substantial Completion Date: TBD

Existing Drawing Reference:

Not Applicable (N/A)

Existing Specification Reference:

Not Applicable (N/A)

New Drawings/Specifications Reference:

Fire Station #03 Renovation Construction Drawings and Technical Specifications dated 04/30/2026

Detailed Scope of Work of the Change Order:

Task order #8V-1 will incorporate the construction documents into the Job Order Contracting & Facilities Construction Contract No. 2022-0678 dated October 11, 2022. This task order does not change the overall contract. The task order will be issued for the Scope of Work listed below in the attachments.

A separate Notice to Proceed will be issued upon approval of necessary Bonds and Insurance as required by the contract.

The scope of work for this project includes exterior and interior renovation improvements such as concrete, masonry, metals, woods, plastics and composites, thermal and moisture protection, openings, finishes, specialties, equipment, furnishings, roofing, mechanical, electrical and plumbing systems.

Total Agreed Construction Cost for Task #8V-1: \$2,765,753.92

Time: 270 consecutive Calendar Days for substantial completion, and 30 additional days for Final Completion, for a total of three hundred (300) calendar days

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: 270

TOTAL CHANGE ORDER AMOUNT: \$2,765,753.92

CONTRACTOR (OWNER/AUTHORIZED OWNER REPRESENTATIVE)

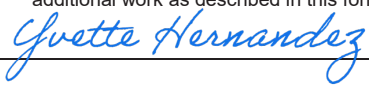
I, Omar Veliz, President, of Veliz Construction agree and accept the terms and conditions of this change order.

Signature: 

Date: 7-2-26

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: 

Date: 7/3/26

CITY OF EL PASO CONSTRUCTION CHANGE ORDER- Pg. 2

CONSTRUCTION CHANGE ORDER NO.: 1 DATE: June 26, 2026 ☒ SCOPE CHANGE
 PROJECT: Fire Station #03 Renovation SOLICITATION #: 2022-0678 ☐ CONSTRUCTION CHANGE

Method Utilized for Implementing change:

☐ Unit Bid Prices
☒ Lump Sum
☐ Actual Cost (Force Account)

Identified by: ☒ CID ☐ Contractor ☐ User Dept.

Type of Change Order: ☐ User Request ☐ Value Engineering ☒ CID Initiated
☐ Error & Omission ☐ Differing Site ☐ Contractor Initiated

Contractors Proposal Cost: \$3,258,657.62
 Final Negotiated Amount: \$2,765,753.92

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

Reason/Justification for Change Order:

Task Order #8V-1 will incorporate the Fire Station #03 Renovation Construction Drawings and Specifications dated 04/30/2026 into the 2022-0678 Job Order Contracting and Facilities Construction Contract #2022-0678. This task order does not change the overall contract amount.

Price: Cost was justified by comparing the contractor's cost proposal to an independent cost estimated provided by the project architect generated on 04/30/2026. Contractor's initial cost proposal totaled to \$3,258,657.62. CID value engineered furniture and requested for the contractor to provide cost efficient approved equal substitutions in order for the contractor's cost to come within budget. Contractor's revised cost proposal totaled to \$2,765,753.92. Project Architect's independent cost estimated totaled to \$3,060,368.06. CID Project Manager recommends approval based upon comparison of the Contractor's cost proposal and Project Architect's independent cost estimate.

Time: The time for the task order #8V-1 shall be a total of 300 consecutive calendar days. 270 consecutive calendar days to substantial completion and 30 consecutive calendar days to final completion. Time was justified by comparison to similar renovations of similar scope.

Attachments: ☐ RFI ☒ Final Contractor proposal ☐ Schedule
☒ RFP ☒ Budget Status Report (PeopleSoft) ☒ Change Order Log
☐ ASI (if applicable) ☒ Independent Cost Estimate ☐ 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
\$2,765,753.92

Additional Funding/Direction:

Project Manager: Nicholas Gonzalez 06/26/2026
 Nicholas González Date
 Division Manager: Alondra Gurrrola 6/29/2026
 Alondra Gurrrola Date
 Assistant Director: Gilbert Guerrero 6/30/2026
 Gilbert Guerrero Date

CITY OF EL PASO CHANGE ORDER and CHANGE QUANTITY NOTICE LOG

Project Name: Fire Station #03 Renovation
Solicitation (Contract) No.: 2022-0678
Project Number: PCP22FS03RENOV8
PO No.:
Contractor: Veliz Construction

Original Contract		
Notice to Proceed:	TBD	
Substantial Completion Period:	270	Consecutive Calendar Days
Substantial Completion Date:	TBD	
Final Completion Period:	30	Consecutive Calendar Days
Final Completion Date:	TBD	
Contract Amount:	\$ 2,765,753.92	
Contingency Budget:	\$ 200,000.00	

Modified Contract		
Total Days Added:	270	Consecutive Calendar Days
Substantial Completion Period:	30	Consecutive Calendar Days
Substantial Completion Date:	TBD	
Final Completion Date:	TBD	
Total Cost Added:	\$2,765,753.92	
Remaining Contingency:	\$200,000.00	
Change Order Percentage:	0.00%	

CO #	Date	Description	Days	Cost
1	6/26/2026	Task order #8V-1 will incorporate the construction documents into the Job Order Contracting & Facilities Construction Contract No. 2022-0678 dated October 11, 2022 This task order does not change the overall contract. The task order will be issued for the Scope of Work listed below	300	\$2,765,753.92
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:			300	\$2,765,753.92

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



Capital Improvement Department

MAYOR

Renard U. Johnson

REQUEST FOR PROPOSAL

April 10, 2026

CITY COUNCIL

District 1

Alejandra Chávez

District 2

Dr. Josh Acevedo

District 3

Deanna M. Rocha

District 4

Cynthia Boyar Trejo

District 5

Ivan Niño

District 6

Art Fierro

District 7

Lily Limón

District 8

Chris Canales

Veliz Company, LLC.

Mr. Oscar Saenz

2910 Gateway E. Blvd

El Paso, TX 79905

Project Name: Fire Station #03 Renovation

Mr. Saenz:

Under the Capital Improvement Department Job Order Contracting and Facilities Construction contract # 2022-0678, you are requested to submit a proposal by or before April 24, 2026 for accomplishing the following scope of work:

Work will include but not limited to:

Exterior and interior improvements for Fire Station No. 3 located at 721 E Rio Grande Ave, El Paso, TX 79902. The project scope includes, concrete, masonry, metals, woods, plastics, composites, thermal and moisture protection, openings, finishes, specialties, equipment, furnishings, roofing, mechanical, electrical and plumbing systems.

CITY MANAGER

Dionne Mack

Per item K “Cost Estimating” page I-B-a-2 of the contract, the contractor must use the latest version of R.S. Means Facilities Construction Cost Data to provide the cost estimate.

Per item 8 “Time of Completion and Liquidated Damages” page I-B-a-5 of the contract. The duration of the work will be 270 consecutive calendar days to substantial completion. 30 Days additional for final completion.

Liquidated damages in the amount of \$1,347.00 per day will be assessed if work is not completed within the agreed substantial time frame

Yvette Hernandez, P.E. – City Engineer

City 2 | 218 N. Campbell, 2nd Floor | El Paso, Texas 79901 | (915) 212-0065



Capital Improvement Department

MAYOR

Renard U. Johnson

Should you have any questions contact Nicholas ^{Nicholas Gonzalez} Gonzalez, Construction Manager at (915) 216-4287, or Alondra Gurrola, Capital Projects Manager at (915) 212-1880

CITY COUNCIL

District 1

Alejandra Chávez

Sincerely,

Alondra Gurrola
Capital Projects Manager

District 2

Dr. Josh Acevedo

District 3

Deanna M. Rocha

District 4

Cynthia Boyar Trejo

Attachment(s):
Project Drawings dated 02/25/2026
Project Specifications dated 02/25/2026

District 5

Ivan Niño

District 6

Art Fierro

Cc: Gilbert Guerrero., Asst. Director of Capital Improvements
Construction Manager
Project file

District 7

Lily Limón

District 8

Chris Canales

CITY MANAGER

Dionne Mack

Yvette Hernandez, P.E. – City Engineer

City 2 | 218 N. Campbell, 2nd Floor | El Paso, Texas 79901 | (915) 212-0065



DELIVERING EXCEPTIONAL SERVICES

Customer

Veliz Construction
2910 Gateway Blvd. E.
El Paso, TX
79905, US
(915) 219-4000

Prepared By:
Arturo Macias
(915) 219-4000
amacias@velizconstruction.com

City of El Paso
218 N Campbell St.
El Paso, Texas
79901, United States

Nicholas Gonzalez
(915)-216-4287
GonzalezNX@elpasotexas.gov

Project: Fire Station # 3 Rev3

Scope of Work

Provide all labor, materials, equipment, supervision, permits, and incidentals required for the renovation of Fire Station No. 3 located at 721 E. Rio Grande Avenue, El Paso, Texas, in accordance with the Final Construction Drawings, As-Built Drawings, Final Specifications dated April 30, 2026, RFI responses issued through the bid date, all associated contract documents, and the scope revisions requested by the City of El Paso on June 9, 2026.

Excluded (-)

1. AV, data infrastructure, and video surveillance equipment.
2. Commissioning services.
3. Wall coverings: Basement exercise room wall mural.
4. Kitchen Island and the base & wall mounted stainless steel cabinet located adjacent to the table/chairs in the kitchen.
5. Furniture identified in the Furniture Schedule.
6. Refinishing existing millwork.
7. General storage + organization Suffolk system by Geagrid

Notes

- Proposal includes street patching only for trenching required to install the fiber connection from Pat O'Rourke Drive to Fire Station No. 3. No additional street, pavement, sidewalk, or utility restoration is included.
- The specified light fixtures were unavailable through suppliers at the time of bidding. Pricing includes comparable substitute fixtures that meet the design intent and performance requirements of the specified products. In accordance with the revision requested by the City of El Paso, the substituted fixtures are non-dimmable.
- The sanitary sewer line scope includes inspection and light cleaning only. Sewer line descaling is excluded. Based on the results of the inspection and cleaning, additional recommendations may be made regarding descaling, repair, or replacement. Any such work, if required, shall be performed as a change order.
- Pricing includes Kawneer 2000T Terrace Doors for the three (3) balcony double-door openings. Pella doors are not included.

CONSTRUCTION

- Pricing includes plastic laminate casework only at the four (4) second-floor restroom sink locations, in accordance with the revision requested by the City of El Paso.
- Specified floor tile and wood-look tile products have been substituted with comparable manufacturers and models meeting the design intent and performance requirements of the specified products.
- Specified gym rubber floor tiles have been substituted with a comparable manufacturer and model meeting the design intent and performance requirements of the specified products.
- Pricing is based on the Final Construction Drawings, As-Built Drawings, Final Specifications dated April 30, 2026, RFI responses received through the bid date, and the scope modifications requested by the City of El Paso on June 9, 2026.

Summary

Subtotal	\$2,353,833.13
Coefficient (14.5%)	\$341,305.80
Bonding (3%)	\$70,614.99

\$2,765,753.92

Estimate Name: Fire Station 3 Rev1**ESTIMATE INFORMATION****Client Name:** City of El Paso
Estimate Address: 721 E Rio**COST DATA****Catalog:** Facilities and Commercial Renovation
Format: MasterFormat 2018
Release: Year 2026 Quarter 1
Labor Type: Repair & Remodeling
City Cost Index: TEXAS / EL PASO (798-799,885)**ESTIMATE**

Quantity	LineNumber	Description	Unit	Ext. Mat.	Ext. Labor	Ext. Equip.	Ext. Total
2.00	015419500100	Crane crew, daily use for small jobs, 12-ton truck-mounted hydraulic crane, portal to portal	Day	\$ -	\$ 758.04	\$ 4,784.00	\$ 5,542.04
5.00	015433102650	Rent saw concrete self-propelled gas 30 HP, Incl. Hourly Oper. Cost.	Day	\$ -	\$ -	\$ 1,719.55	\$ 1,719.55
1.00	015433400990	Rent air tool, 12 lb chipping hammer, Incl. Hourly Oper. Cost.	Week	\$ -	\$ -	\$ 189.33	\$ 189.33
2.00	015433401525	Rent air tool, pneumatic nailer w/accessories, Incl. Hourly Oper. Cost.	Week	\$ -	\$ -	\$ 278.72	\$ 278.72
1.00	015433401850	Rent drill, rotary hammer, electric, Incl. Hourly Oper. Cost.	Week	\$ -	\$ -	\$ 300.36	\$ 300.36
2.00	015433402055	Rent forklift, pneumatic tire, all terrain, tele boom, 6600 lb, 29' reach, 42' lift, Incl. Hourly Oper. Cost.	Week	\$ -	\$ -	\$ 5,136.52	\$ 5,136.52
2.00	015433405460	Pressure Washer 7 gpm, 3000 psi, Incl. Hourly Oper. Cost.	Week	\$ -	\$ -	\$ 1,242.12	\$ 1,242.12
24.00	015623100850	Barricades, traffic cones, PVC, 28" high	Ea.	\$ 450.00	\$ -	\$ -	\$ 450.00
10.00	015623100900	Barricades, barrels, 55 gallon, with flasher	Ea.	\$ 975.60	\$ 27.90	\$ -	\$ 1,003.50
150.00	015626500200	Temporary fencing, chain link, rented up to 12 months, 6' high, 11 ga, to 1000'	L.F.	\$ 559.50	\$ 201.00	\$ -	\$ 760.50
1.00	015813500020	Project signs, sign, high intensity reflectorized, buy, excl. posts	Ea.	\$ 17.14	\$ -	\$ -	\$ 17.14
3.00	017413200052	Cleaning up, cleanup of floor area, continuous, per day, during construction	M.S.F.	\$ 21.54	\$ 114.66	\$ 21.06	\$ 157.26
2.70	017413200100	Cleaning up, cleanup of floor area, final by GC at end of job	M.S.F.	\$ 20.47	\$ 143.61	\$ 26.41	\$ 190.49
2598.00	019313040130	Caulking masonry, cutout and recaulk, silicone, excl. staging	L.F.	\$ 5,221.98	\$ 6,806.76	\$ -	\$ 12,028.74
8784.00	019313070110	Moisture-thermal control facilities maintenance, caulking around exterior doors and windows, silicone	L.F.	\$ 4,479.84	\$ 7,290.72	\$ -	\$ 11,770.56
10.00	019313100130	Facilities maintenance specialties, bathroom accessories, all purpose cleaner, concentrate	Gal.	\$ 171.90	\$ -	\$ -	\$ 171.90
185.00	024113175200	Demolish, remove pavement & curb, remove concrete, mesh reinforced, to 6" thick, hydraulic hammer, excludes hauling and disposal fees	S.Y.	\$ -	\$ 1,746.40	\$ 1,115.55	\$ 2,861.95
163.00	024113176100	Demolish, remove pavement & curb, remove concrete curbs, reinforced, excludes hauling and disposal fees	L.F.	\$ -	\$ 828.04	\$ 185.82	\$ 1,013.86
78.00	024113301200	Minor site demolition, masonry walls, brick, solid, excludes hauling	C.F.	\$ -	\$ 284.70	\$ 159.90	\$ 444.60
15.00	024119180400	Selective demolition, disposal only, urban buildings with salvage value allowed, masonry construction, includes loading and 5 mile haul to dump	C.Y.	\$ -	\$ 96.75	\$ 118.50	\$ 215.25
14.00	024119180500	Selective demolition, disposal only, urban buildings with salvage value allowed, wood frame, includes loading and 5 mile haul to dump	C.Y.	\$ -	\$ 162.68	\$ 199.50	\$ 362.18
2.00	024119190110	Selective demolition, rubbish handling, top chute, circular steel 4" length, 36" diameter, cost to be added to demolition cost	Ea.	\$ 918.66	\$ 172.56	\$ 63.44	\$ 1,154.66
25.00	024119190800	Selective demolition, rubbish handling, dumpster, 30 C.Y., 7 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	Week	\$ 18,250.00	\$ -	\$ -	\$ 18,250.00
95.00	024119192150	Selective demolition, rubbish handling, 0'-50' haul, load, haul, dump and return, hand carried, including 11-21 riser stairs, cost to be added to demolition cost	C.Y.	\$ -	\$ 4,049.85	\$ -	\$ 4,049.85
110.00	024119200100	Selective demolition, dump charges, typical urban city, building construction materials, includes tipping fees only	Ton	\$ 8,140.00	\$ -	\$ -	\$ 8,140.00
15.00	024119200200	Selective demolition, dump charges, typical urban city, trees, brush, lumber, includes tipping fees only	Ton	\$ 945.00	\$ -	\$ -	\$ 945.00
110.00	024119250015	Selective demolition, saw cutting, asphalt, up to 3" deep	L.F.	\$ 14.30	\$ 106.70	\$ 96.80	\$ 217.80
330.00	024119250020	Selective demolition, saw cutting, each additional inch of depth over 3"	L.F.	\$ 13.20	\$ 188.10	\$ 171.60	\$ 372.90
61.00	024119251200	Selective demolition, saw cutting, masonry walls, brick, per inch of depth, hydraulic saw	L.F.	\$ 2.44	\$ 208.62	\$ 292.19	\$ 503.25
122.00	024119251220	Selective demolition, saw cutting, masonry walls, block, solid, per inch of depth	L.F.	\$ 4.88	\$ 501.42	\$ 703.94	\$ 1,210.24
6.00	024210200100	Deconstruction of building plumbing fixtures, wall hung or countertop lavatory, up to 2 stories, excludes handling, packaging or disposal costs	Ea.	\$ -	\$ 200.64	\$ -	\$ 200.64
1.00	024210200110	Deconstruction of building plumbing fixtures, single or double compartment kitchen sink, up to 2 stories, excludes handling, packaging or disposal costs	Ea.	\$ -	\$ 38.22	\$ -	\$ 38.22
3.00	024210200120	Deconstruction of building plumbing fixtures, wall hung urinal, up to 2 stories, excludes handling, packaging or disposal costs	Ea.	\$ -	\$ 114.66	\$ -	\$ 114.66
3.00	024210200140	Deconstruction of building plumbing fixtures, floor mounted water closet, up to 2 stories, excludes handling, packaging or disposal costs	Ea.	\$ -	\$ 100.32	\$ -	\$ 100.32
1.00	024210200170	Deconstruction of building plumbing fixtures, water fountain, wall hung or deck mounted, up to 2 stories, excludes handling, packaging or disposal costs	Ea.	\$ -	\$ 44.59	\$ -	\$ 44.59
4.00	024210200200	Deconstruction of building plumbing fixtures, shower, single, up to 2 stories, excludes handling, packaging or disposal costs	Ea.	\$ -	\$ 356.72	\$ -	\$ 356.72

12.00	024210200330	Deconstruction of building electrical fixtures, surface mounted fluorescent, 4 lamp, up to 2 stories, excludes handling, packaging or disposal costs	Ea.	\$ -	\$ 267.60	\$ -	\$ 267.60
15.00	024210200410	Deconstruction of building electrical fixtures, recessed drop-in fluorescent, 4 lamp, up to 2 stories, excludes handling, packaging or disposal costs	Ea.	\$ -	\$ 444.30	\$ -	\$ 444.30
1.00	024210200510	Deconstruction of building appliances, cooking stoves, up to 2 stories, excludes handling, packaging or disposal costs	Ea.	\$ -	\$ 20.70	\$ -	\$ 20.70
35.00	024210200610	Deconstruction of millwork and trim, cabinets, wood, up to 2 stories, excludes handling, packaging or disposal costs	L.F.	\$ -	\$ 579.60	\$ -	\$ 579.60
35.00	024210200620	Deconstruction of millwork and trim, countertops, up to 2 stories, excludes handling, packaging or disposal costs	L.F.	\$ -	\$ 234.15	\$ -	\$ 234.15
20.00	024210200730	Deconstruction of building doors and windows, deconstruction of door & wrap, interior or exterior, single, solid core, up to 2 stories, excludes handling, packaging or disposal costs, no closers	Ea.	\$ 45.40	\$ 1,337.80	\$ -	\$ 1,383.20
29.00	024210200820	Deconstruction of building doors and windows, deconstruction of windows & wrap, single, casement or cladding, up to 2 stories, excludes handling, packaging or disposal costs	Ea.	\$ 65.83	\$ 1,080.54	\$ -	\$ 1,146.37
655.00	024210200920	Deconstruction of interior finishes, plaster, first floor, up to 2 stories, excludes handling, packaging or disposal costs	S.F.	\$ -	\$ 196.50	\$ -	\$ 196.50
895.00	024210200930	Deconstruction of interior finishes, plaster, second floor, up to 2 stories, excludes handling, packaging or disposal costs	S.F.	\$ -	\$ 358.00	\$ -	\$ 358.00
455.00	024210201020	Deconstruction of roofing and accessories, gutters, fascia and rakes, up to 2 stories, excludes handling, packaging or disposal costs	L.F.	\$ -	\$ 213.85	\$ -	\$ 213.85
58.00	024210203010	Deconstruction of exterior brick walls, first floor, up to 2 stories, excludes handling, packaging or disposal costs	S.F.	\$ -	\$ 155.44	\$ -	\$ 155.44
992.00	024210204020	Deconstruction of concrete, floors, concrete slab on grade, wire mesh reinforcement, 4" thick, up to 2 stories, excludes handling, packaging or disposal costs	S.F.	\$ -	\$ 2,847.04	\$ 803.52	\$ 3,650.56
58.00	024210300100	Deconstruction material handling, clean and stack brick on pallet	Ea.	\$ -	\$ 26.10	\$ -	\$ 26.10
4.00	028213410200	Asbestos abatement equipment & supplies, buy, air filtration device, 2,000 CFM	Ea.	\$ 5,358.32	\$ -	\$ -	\$ 5,358.32
8.00	028213410450	Asbestos abatement equipment & supplies, buy, personal respirators, P.A.P.R., full face, min	Ea.	\$ 8,694.64	\$ -	\$ -	\$ 8,694.64
4.00	028213411750	Asbestos abatement equipment & supplies, buy, vacuum cleaner, HEPA, stainless steel, wet/dry, 16 gal.	Ea.	\$ 5,358.32	\$ -	\$ -	\$ 5,358.32
6.00	028213412000	Asbestos abatement equipment, worker protection, whole body, foot, head cover & gloves, plastic	Ea.	\$ 84.90	\$ -	\$ -	\$ 84.90
2000.00	028213420100	Preparation of asbestos containment area, pre-cleaning, HEPA vacuum and wet wipe, flat surfaces	S.F.	\$ 60.00	\$ 480.00	\$ -	\$ 540.00
100.00	028213420400	Preparation of asbestos containment area, personnel decontamination chamber, 2" x 4" @ 16", 3/4" plywood each side	S.F.	\$ 445.00	\$ 239.00	\$ -	\$ 684.00
100.00	028213420450	Preparation of asbestos containment area, waste decontamination chamber, 2" x 4" @ 16", 3/4" plywood each side	S.F.	\$ 445.00	\$ 186.00	\$ -	\$ 631.00
2000.00	028213420551	Preparation of asbestos containment area, cover surfaces with polyethylene sheeting, floors, each layer, 4 mil, incl. glue & tape	S.F.	\$ 160.00	\$ 640.00	\$ -	\$ 800.00
6380.00	028213420560	Preparation of asbestos containment area, cover surfaces with polyethylene sheeting, walls, each layer, 6 mil, incl. glue & tape	S.F.	\$ 446.60	\$ 3,126.20	\$ -	\$ 3,572.80
960.00	028213463500	Decontamination of asbestos containment area, structural demolition, window manifolds, excl. window replacement	S.F.	\$ -	\$ 672.00	\$ -	\$ 672.00
40.00	028213470100	Asbestos waste packaging, handling & disposal, collect and bag bulk material, by hand, 3 CF	Ea.	\$ 55.60	\$ 294.40	\$ -	\$ 350.00
1897.00	030130620100	Patching concrete, floors, small area, regular grout, 1/4" thick	S.F.	\$ 3,111.08	\$ 3,414.60	\$ -	\$ 6,525.68
1698.00	030130721010	Spall repairs by low-pressure spraying (ACI RAP-3), sound the concrete surface to locate delaminated areas	S.F.	\$ -	\$ 271.68	\$ -	\$ 271.68
1879.00	030130721020	Spall repairs by low-pressure spraying (ACI RAP-3), remove concrete in repair areas to fully expose reinforcing bars	S.F.	\$ -	\$ 6,689.24	\$ 450.96	\$ 7,140.20
1967.00	030130721030	Spall repairs by low-pressure spraying (ACI RAP-3), mark the perimeter of each repair area	S.F.	\$ -	\$ 314.72	\$ -	\$ 314.72
458.00	030130721040	Spall repairs by low-pressure spraying (ACI RAP-3), saw cut the perimeter of each repair area down to reinforcing bars, approx. 1" deep, includes blade cost, layout and set up time	L.F.	\$ 18.32	\$ 874.78	\$ 233.58	\$ 1,126.68
1956.00	030130721110	Spall repairs by low-pressure spraying (ACI RAP-3), final cleaning by sandblasting	S.F.	\$ 1,330.08	\$ 2,073.36	\$ 684.60	\$ 4,088.04
1498.00	030130721120	Spall repairs by low-pressure spraying (ACI RAP-3), final cleaning by high pressure water	S.F.	\$ -	\$ 793.94	\$ 374.50	\$ 1,168.44
1987.00	030130721130	Spall repairs by low-pressure spraying (ACI RAP-3), blow off dust/debris with oil-free dry compressed air	S.F.	\$ -	\$ 39.74	\$ -	\$ 39.74
39.00	030130721140	Spall repairs by low-pressure spraying (ACI RAP-3), mix up repair material with concrete mixer	C.F.	\$ 445.77	\$ 51.09	\$ 33.15	\$ 530.01
1956.00	030130721160	Spall repairs by low-pressure spraying (ACI RAP-3), screed and initial float of repair material by hand	S.F.	\$ -	\$ 860.64	\$ -	\$ 860.64
1956.00	030130721170	Spall repairs by low-pressure spraying (ACI RAP-3), float and steel trowel finish the repair material by hand	S.F.	\$ -	\$ 1,349.64	\$ -	\$ 1,349.64
1956.00	030130721180	Spall repairs by low-pressure spraying (ACI RAP-3), cure with sprayed membrane curing compound	S.F.	\$ 293.40	\$ 195.60	\$ -	\$ 489.00
1976.00	030130722180	Surface repairs using form-and-pour techniques (ACI RAP-4), build wood forms including chutes where needed for concrete placement, 1 use of form materials	SFCA	\$ 9,959.04	\$ 3,932.24	\$ -	\$ 13,891.28
1876.00	030130722200	Surface repairs using form-and-pour techniques (ACI RAP-4), install wood forms and fasten with coil rod and coil nut, 10 uses of fasteners, 4 uses of bracing lumber	SFCA	\$ 1,500.80	\$ 3,733.24	\$ -	\$ 5,234.04
1876.00	030130722240	Surface repairs using form-and-pour techniques (ACI RAP-4), remove wood forms	SFCA	\$ -	\$ 2,232.44	\$ -	\$ 2,232.44
58.00	030130722250	Surface repairs using form-and-pour techniques (ACI RAP-4), chip/grind off extra concrete at fill chutes	Ea.	\$ 8.70	\$ 2,066.54	\$ 137.46	\$ 2,212.70
120.00	031113651000	C.I.P. concrete forms, slab on grade, bulkhead with keyway, wood, 6" high, 1 use, includes erecting, bracing, stripping and cleaning	L.F.	\$ 183.60	\$ 274.80	\$ -	\$ 458.40
98.00	031516300350	Expansion joint, poured asphalt, plain, 1" x 2"	L.F.	\$ 489.02	\$ 60.76	\$ -	\$ 549.78
110.00	031516301150	Expansion joint, rubberized asphalt, fuel resistant, 1" x 2", hot applied	L.F.	\$ 432.30	\$ 68.20	\$ -	\$ 500.50
285.00	032105100730	Bag ties, for reinforcing steel, plain steel, 16 ga., 7" long, includes material only	C	\$ 347.70	\$ -	\$ -	\$ 347.70

15.00	032105101216	High chairs, for reinforcing steel, individual (HC), plastic tipped legs, 5" high, includes material only	C	\$ 3,084.45	\$ -	\$ -	\$ 3,084.45
24.00	032105103900	Subgrade chairs, for CIP concrete, #6 bar head, 3/4" diameter x 3-1/2" high, includes material only	C	\$ 1,635.60	\$ -	\$ -	\$ 1,635.60
10.00	032105104500	Tie wire, annealed, for reinforcing steel, 16 ga., includes material only	Cwt.	\$ 2,655.50	\$ -	\$ -	\$ 2,655.50
1544.00	032111600602	Reinforcing steel, in place, slab on grade, #3 to #7, A615, grade 60, incl labor for accessories, excl material for accessories	Lb.	\$ 1,667.52	\$ 432.32	\$ -	\$ 2,099.84
1485.00	033053404820	Structural concrete, in place, slab on grade (3500 psi), over 10000 S.F., 6" thick, includes concrete (Portland cement Type I), placing and finishing, excludes forms and reinforcing	S.F.	\$ 4,187.70	\$ 1,321.65	\$ 14.85	\$ 5,524.20
420.00	038113500500	Concrete sawing, concrete slabs, rod reinforced, up to 3" deep, includes blade cost, layout and set up time	L.F.	\$ 67.20	\$ 331.80	\$ 487.20	\$ 886.20
840.00	038113500520	Concrete sawing, concrete, existing slab, rod reinforced, for each additional inch of depth over 3", includes blade cost, layout and set up time	L.F.	\$ 50.40	\$ 218.40	\$ 319.20	\$ 588.00
1.00	038113500590	Selective demolition, concrete slab cutting/sawing, minimum labor/equipment charge	Job	\$ -	\$ 315.63	\$ 462.80	\$ 778.43
548.00	040120500520	Toothing masonry, brickwork, hard mortar	V.L.F.	\$ -	\$ 4,877.20	\$ -	\$ 4,877.20
250.00	042210234200	Concrete block, decorative, slump block, 2000 psi, 8" thick, 4" high x 16", includes mortar and horizontal joint reinforcing every other course, excludes scaffolding, grout and vertical reinforcing	S.F.	\$ 2,787.50	\$ 940.00	\$ -	\$ 3,727.50
1.00	042210234200	Concrete block, decorative, hexagonal face, for stacked bond, add	S.F.	\$ -	\$ 244.40	\$ -	\$ 244.40
118.00	051223400672	Channel framing, structural steel, field fabricated, C8x11.5, incl cutting & welding	L.F.	\$ 1,288.56	\$ 3,964.80	\$ 602.98	\$ 5,856.34
121.00	051223400714	Bar tee framing, structural steel, field fabricated, 1-1/2"x1-1/2"x1/4", incl cutting & welding	L.F.	\$ 268.62	\$ 1,283.81	\$ 194.81	\$ 1,747.24
260.00	051223650300	Steel plate, structural, for connections & stiffeners, 3/8" T, shop fabricated, incl shop primer	S.F.	\$ 6,294.60	\$ -	\$ -	\$ 6,294.60
956.00	055319202900	Floor grating, steel, expanded mesh, 7.0lb./S.F., field fabricated from panels	S.F.	\$ 23,766.16	\$ 1,730.36	\$ 248.56	\$ 25,745.08
3750.00	060505106092	Selective demolition, wood framing, sheathing, 5/8", from roof	S.F.	\$ -	\$ 1,425.00	\$ -	\$ 1,425.00
2.00	061110022620	2" x 4" miscellaneous wood blocking, to wood construction, per M.B.F.	M.B.F.	\$ 2,444.56	\$ 3,622.36	\$ -	\$ 6,066.92
250.00	061110040202	1" x 6" board bracing, studs @ 24" OC, let-in	L.F.	\$ 320.00	\$ 335.00	\$ -	\$ 655.00
147.00	061110242000	Wood framing, miscellaneous, firestops, 2" x 4"	L.F.	\$ 120.54	\$ 117.60	\$ -	\$ 238.14
147.00	061110261000	Wood framing, partitions, standard & better lumber, 2" x 6" studs, 16" OC, 10' high, includes single bottom plate and double top plate, excludes waste	L.F.	\$ 1,838.97	\$ 1,008.42	\$ -	\$ 2,847.39
29.00	061110400370	Wall framing, window buck, king studs, jack studs, rough sill, cripples, header and accessories, 2" x 6" wall, 6" wide, 8' high	Ea.	\$ 2,324.64	\$ 375.84	\$ -	\$ 2,700.48
3750.00	061636104550	Sheathing, oriented strand board, 1/2" thick, on roof	S.F.	\$ 2,287.50	\$ 1,650.00	\$ -	\$ 3,937.50
2000.00	062213403610	Exterior trim and moldings, brickmold, pine, 1-1/4" x 2"	L.F.	\$ 1,380.00	\$ 2,140.00	\$ -	\$ 3,520.00
860.00	070505100020	Selective demolition, thermal and moisture protection, caulking/sealant, to 1" x 1" joint	L.F.	\$ -	\$ 404.20	\$ -	\$ 404.20
330.00	070505100120	Selective demolition, thermal and moisture protection, downspouts, including hangers	L.F.	\$ -	\$ 267.30	\$ -	\$ 267.30
350.00	070505100220	Selective demolition, thermal and moisture protection, flashing, sheet metal	S.F.	\$ -	\$ 343.00	\$ -	\$ 343.00
234.00	070505100420	Selective demolition, thermal and moisture protection, gutters, metal or wood, edge hung	L.F.	\$ -	\$ 276.12	\$ -	\$ 276.12
154.00	070505101171	Selective demo, firestopping	Ea.	\$ -	\$ 2,189.88	\$ -	\$ 2,189.88
6.00	070505101325	Selective demolition, thermal and moisture protection, roof accessories, plumbing vent flashing	Ea.	\$ -	\$ 53.40	\$ -	\$ 53.40
11.00	070505101375	Selective demolition, thermal and moisture protection, roof accessories, ridge vent strip, aluminum	L.F.	\$ -	\$ 10.01	\$ -	\$ 10.01
234.00	070505102120	Selective demolition, thermal and moisture protection, roof edge, aluminum soffit and fascia	L.F.	\$ -	\$ 117.00	\$ -	\$ 117.00
234.00	070505102220	Selective demolition, thermal and moisture protection, roof edge, drip edge	L.F.	\$ -	\$ 65.52	\$ -	\$ 65.52
37.50	070505103070	Selective demolition, thermal and moisture protection, roofing, felt paper, #15	Sq.	\$ -	\$ 152.25	\$ -	\$ 152.25
650.00	070505104170	Selective demolition, thermal and moisture protection, roofing, ridge shingles, clay or slate	L.F.	\$ -	\$ 468.00	\$ -	\$ 468.00
3750.00	072113101680	Wall insulation, rigid, isocyanurate, foil faced, both sides, 4' x 8' sheet, 4" thick	S.F.	\$ 11,400.00	\$ 1,237.50	\$ -	\$ 12,637.50
178.00	072116200180	Blanket insulation, for walls or ceilings, kraft faced fiberglass, 6" thick, R19, 23" wide	S.F.	\$ 215.38	\$ 26.70	\$ -	\$ 242.08
186.00	072116200836	Blanket insulation, for walls or ceilings, unfaced fiberglass, 3-1/2" thick, R15, 23" wide	S.F.	\$ 208.32	\$ 27.90	\$ -	\$ 236.22
37.50	076116100300	Batten seam sheet metal roofing, copper, over 10 square, 20 ounce, 160 lb per sq	Sq.	\$ 102,390.00	\$ 13,640.63	\$ -	\$ 116,030.63
36.00	076510101900	Sheet metal flashing, copper, flexible, under 1,000 lbs, 20 ounce sheets, including up to 4 bends	S.F.	\$ 1,146.24	\$ 89.28	\$ -	\$ 1,235.52
234.00	077143100500	Drip edge, galvanized, mill finish, 8" wide	L.F.	\$ 329.94	\$ 208.26	\$ -	\$ 538.20
4.00	077233101120	Roof hatch, with curb, 1" fiberglass insulation, galvanized steel curb and aluminum cover, 4' x 4'	Ea.	\$ 13,455.00	\$ 706.80	\$ -	\$ 14,161.80
12.00	078413100540	Firestopping, multi trade openings, through walls, 24" x 48"	Ea.	\$ 8,466.12	\$ 5,802.12	\$ -	\$ 14,268.24
274.00	079126105710	Pre-formed joint seals, silicone, room temperature vulcanizing foam seal, 1/2" x 12"	L.F.	\$ 5,345.74	\$ 2,893.44	\$ -	\$ 8,239.18
100.00	079213200200	Joint sealants, caulking and sealants, acrylic latex, cartridges	Ea.	\$ 642.00	\$ -	\$ -	\$ 642.00
398.00	079213203500	Joint sealants, caulking and sealants, polyurethane, bulk, in place, 1 or 2 component, 1/4" x 1/4"	L.F.	\$ 155.22	\$ 314.42	\$ -	\$ 469.64
900.00	079213203655	Joint sealants, caulking and sealants, polyurethane, bulk, in place, 1 or 2 component, 1/2" x 1/4"	L.F.	\$ 702.00	\$ 747.00	\$ -	\$ 1,449.00
890.00	079213203800	Joint sealants, caulking and sealants, polyurethane, bulk, in place, 1 or 2 component, 3/4" x 3/8"	L.F.	\$ 1,575.30	\$ 774.30	\$ -	\$ 2,349.60
679.00	079213203900	Joint sealants, caulking and sealants, polyurethane, bulk, in place, 1 or 2 component, 1" x 1/2"	L.F.	\$ 2,118.48	\$ 645.05	\$ -	\$ 2,763.53
35.00	080111100012	Door & window maintenance, remove weatherstripping, door or window	Ea.	\$ -	\$ 221.55	\$ -	\$ 221.55
18.00	080111100060	Door & window maintenance, remove lockset	Ea.	\$ -	\$ 254.16	\$ -	\$ 254.16
39.00	080111101130	Door & window maintenance, install door	Ea.	\$ -	\$ 1,704.69	\$ -	\$ 1,704.69

6.00	080111101140	Door & window maintenance, remove deadbolt	Ea.	\$ -	\$ 123.78	\$ -	\$ 123.78
3.00	080111101150	Door & window maintenance, remove panic bar	Ea.	\$ -	\$ 110.76	\$ -	\$ 110.76
9.00	080505100200	Door demolition, exterior door, single, 3' x 7' high, 1-3/4" thick, remove	Ea.	\$ -	\$ 129.51	\$ -	\$ 129.51
11.00	080505100500	Door demolition, interior door, single, 3' x 7' high, 1-3/8" thick, remove	Ea.	\$ -	\$ 125.40	\$ -	\$ 125.40
20.00	080505102000	Door demolition, door frames, metal, remove	Ea.	\$ -	\$ 711.40	\$ -	\$ 711.40
20.00	080505102205	Door demolition, door hardware, remove	Ea.	\$ -	\$ 124.80	\$ -	\$ 124.80
3.00	080505103400	Door demolition, special doors, overhead, commercial, 12' x 12' high, remove	Ea.	\$ -	\$ 426.81	\$ -	\$ 426.81
3.00	080505105500	Door demolition, door closer, remove	Ea.	\$ -	\$ 68.43	\$ -	\$ 68.43
6.00	080505105540	Door demolition, door bolt, remove	Ea.	\$ -	\$ 45.60	\$ -	\$ 45.60
6.00	080505105560	Door demolition, kick/mop plate, remove	Ea.	\$ -	\$ 68.40	\$ -	\$ 68.40
3.00	080505105644	Door demolition, overhead door opener, remove	Ea.	\$ -	\$ 136.83	\$ -	\$ 136.83
18.00	080505200240	Window demolition, aluminum, to 25 S.F.	Ea.	\$ -	\$ 371.34	\$ -	\$ 371.34
29.00	080505202020	Window demolition, wood, to 25 S.F., remove old window	Ea.	\$ -	\$ 370.04	\$ -	\$ 370.04
3.00	081116100600	Doors & frames, aluminum, entrance, wide stile, clear finish, 7'-0" x 7'-0" opening, incl. standard hardware, excl. glass	Pair	\$ 13,979.70	\$ 1,890.60	\$ -	\$ 15,870.30
1.00	081116100600	Doors & frames, aluminum, entrance, for non-standard size, incl. standard hardware, excl. glass, add	Leaf	\$ 11,183.76	\$ -	\$ -	\$ 11,183.76
1.00	081116100600	Doors & frames, aluminum, entrance, for dark bronze finish, incl. standard hardware, excl. glass, add	Leaf	\$ 3,494.93	\$ -	\$ -	\$ 3,494.93
1.00	081116100600	Doors & frames, aluminum, entrance, for installation of non-standard size, incl. standard hardware, excl. glass, add		\$ -	\$ 378.12	\$ -	\$ 378.12
2.00	081163231040	Doors, storm, aluminum, residential, combination storm and screen, mill finish, 6'-8" x 3'-0" wide, incl. frame	Ea.	\$ 4,840.00	\$ 82.20	\$ -	\$ 4,922.20
25.00	081213130100	Frames, steel, knock down, hollow metal, single, 16 ga., up to 5-3/4" deep, 3'-0" x 7'-0"	Ea.	\$ 11,174.25	\$ 897.25	\$ -	\$ 12,071.50
2.00	081313130100	Doors, hollow metal, commercial, steel, flush, full panel, hollow core, 1-3/8" thick, 20 ga., 3'-0" x 7'-0"	Ea.	\$ 618.16	\$ 67.40	\$ -	\$ 685.56
7.00	081313130120	Doors, hollow metal, commercial, steel, flush, full panel, hollow core, for vision lite, add	Ea.	\$ 3,028.97	\$ -	\$ -	\$ 3,028.97
5.00	081313150080	Doors, fire, steel, flush, "B" label, 90 minutes, full panel, 20 ga., 3'-0" x 7'-0"	Ea.	\$ 3,399.85	\$ 168.50	\$ -	\$ 3,568.35
30.00	081416093460	Door, wood, architectural, flush, interior, M.D. overlay on hardboard, for solid wood core, add	Ea.	\$ 3,623.40	\$ -	\$ -	\$ 3,623.40
3.00	083323102300	Doors, rolling service, steel, manual, fire, class A, 20 gauge, 12' x 12' high, incl. hardware	Ea.	\$ 9,557.55	\$ 1,890.60	\$ -	\$ 11,448.15
3.00	083613102900	Doors, overhead, commercial, stock, steel, heavy duty, sectional, for electric trolley operator, 1/3 HP, to 12' x 12', add	Ea.	\$ 3,352.29	\$ 430.74	\$ -	\$ 3,783.03
3.00	083613109000	Doors, overhead, commercial, stock, minimum labor/equipment charge	Job	\$ -	\$ 1,150.80	\$ -	\$ 1,150.80
1.00	084313100040	Frames, aluminum, door, entrance, bronze finish, storefront, 3' x 7' opening	Opng.	\$ 802.71	\$ 81.66	\$ -	\$ 884.37
1.00	084313100040	Windows, aluminum, commercial grade, stock units, incl. frame and glazing, for bronze finish, add	Ea.	\$ 120.41	\$ -	\$ -	\$ 120.41
507.00	085113100050	Windows, aluminum sash, stock, grade C, double-hung, excl. glazing and trim	S.F.	\$ 56,064.06	\$ 1,571.70	\$ -	\$ 57,635.76
1.00	085113100050	Windows, aluminum, commercial grade, stock units, incl. frame and glazing, for bronze finish, add	Ea.	\$ 8,409.61	\$ -	\$ -	\$ 8,409.61
56.00	087120151000	Door hardware, apartment, interior	Door	\$ 43,727.60	\$ 3,983.28	\$ -	\$ 47,710.88
3.00	087120301525	Door hardware, door closer, rack and pinion, backcheck, overhead concealed, all sizes, concealed arm	Ea.	\$ 2,720.85	\$ 171.06	\$ -	\$ 2,891.91
3.00	087120752080	Overhead door torsion spring, 2" diameter, 32" long, 0.250" spring	Ea.	\$ 272.10	\$ 106.71	\$ -	\$ 378.81
25.00	088117100050	Fire glass, high end	S.F.	\$ 6,937.00	\$ 313.25	\$ -	\$ 7,250.25
241.00	088120100150	Glass, full vision window system, 3/4" glass mullions, 10'-20' high, average	S.F.	\$ 62,096.06	\$ 1,725.56	\$ -	\$ 63,821.62
1.00	088120100150	Windows, aluminum, commercial grade, stock units, incl. frame and glazing, for bronze finish, add	Ea.	\$ 9,314.41	\$ -	\$ -	\$ 9,314.41
517.00	088130100300	Insulating glass, double glazed, tinted, 3/16" float, for 5/8" thick unit, 15-30 SF	S.F.	\$ 11,017.27	\$ 2,900.37	\$ -	\$ 13,917.64
1000.00	088716100050	Safety film, safety film on glass, clear, 2 mil, excl. glass	S.F.	\$ 1,850.00	\$ 3,980.00	\$ -	\$ 5,830.00
13250.00	090170100500	Gypsum wallboard, repairs, skim coat surface with joint compound	S.F.	\$ 530.00	\$ 2,650.00	\$ -	\$ 3,180.00
1250.00	090170100510	Gypsum wallboard, repairs, prepare, retape and refinish joints	L.F.	\$ 1,062.50	\$ 6,650.00	\$ -	\$ 7,712.50
610.00	090190940040	Surface preparation, interior, doors, scrape & sand, wood, flush	S.F.	\$ -	\$ 262.30	\$ -	\$ 262.30
13250.00	090190940730	Surface preparation, interior, walls, wash, gypsum board and plaster	S.F.	\$ -	\$ 1,192.50	\$ -	\$ 1,192.50
3523.00	090505100240	Ceiling demolition, gypsum board, on suspension system, remove	S.F.	\$ -	\$ 2,501.33	\$ -	\$ 2,501.33
1250.00	090505102500	Textured ceiling, remove and refinish, remove, refinish, preparation, painting	S.F.	\$ 50.00	\$ 1,637.50	\$ -	\$ 1,687.50
386.00	090505200850	Flooring demolition, vinyl or rubber cove base, straight section	L.F.	\$ -	\$ 100.36	\$ -	\$ 100.36
2426.00	090505202000	Flooring demolition, tile, ceramic, thin set	S.F.	\$ -	\$ 1,819.50	\$ -	\$ 1,819.50
110.00	090505300100	Walls and partitions demolition, brick, 4" to 12" thick	C.F.	\$ -	\$ 642.40	\$ 190.30	\$ 832.70
330.00	090505300280	Walls and partitions demolition, concrete block, 8" thick, remove damaged blocks	S.F.	\$ -	\$ 405.90	\$ 118.80	\$ 524.70
1750.00	090505302300	Walls and partitions demolition, metal or wood studs, finish two sides, plasterboard (gypsum wallboard)	S.F.	\$ -	\$ 2,607.50	\$ -	\$ 2,607.50
1950.00	092116335200	Partition wall, interior, water resistant, taped both sides, installed on & incl. 25 ga. NLB metal studs, 3-5/8" wide, 16" OC, 8' to 12' high, 5/8" gypsum drywall	S.F.	\$ 5,557.50	\$ 3,451.50	\$ -	\$ 9,009.00
450.00	092116335400	Partition wall, interior, water resistant, taped both sides, installed on & incl. 25 ga. NLB metal studs, 6" wide, 16" OC, 8' to 12' high, 5/8" gypsum drywall	S.F.	\$ 1,156.50	\$ 846.00	\$ -	\$ 2,002.50
5213.00	092910301090	Gypsum wallboard, on ceilings, w/compound skim coat (level 5 finish), 1/2" thick	S.F.	\$ 5,056.61	\$ 5,160.87	\$ -	\$ 10,217.48
2625.00	093013201150	Ceramic tile, regrout tile on floor, 4-1/2" x 4-1/2" or larger	S.F.	\$ 630.00	\$ 5,013.75	\$ -	\$ 5,643.75
810.00	093095100200	Membrane, elastomeric, moisture resistant, anti-fracture, 1/16" thick	S.F.	\$ 1,320.30	\$ 1,255.50	\$ -	\$ 2,575.80
155.00	093113100024	Ceramic tile, backsplash, thinset, luxury grade tiles	S.F.	\$ 2,957.40	\$ 742.45	\$ -	\$ 3,699.85
4.00	093113101800	Ceramic bathroom accessories, average, (soap dish, toothbrush holder)	Ea.	\$ 84.48	\$ 29.76	\$ -	\$ 114.24
1315.00	093113103300	Ceramic tile, floors, glazed, porcelain type, 1 color, color group 2, 1" x 1"	S.F.	\$ 13,018.50	\$ 3,050.80	\$ -	\$ 16,069.30
110.00	093113103380	Ceramic tile, for abrasive non-slip tile, add	S.F.	\$ 67.10	\$ -	\$ -	\$ 67.10

1324.00	093113104610	Ceramic tile, 1/8" joint, 8" x 8" x 3/8" tile or larger, add for epoxy grout	S.F.	\$ 1,602.04	\$ 635.52	\$ -	\$ 2,237.56
1332.00	093113105810	Ceramic tile, walls, interior, thin set, 8" x 8"	S.F.	\$ 12,960.36	\$ 3,330.00	\$ -	\$ 16,290.36
110.00	093413100030	Waterproofing membrane ceramic tiling, fleece laminated polyethylene grid, 1/8" thick, on floors, including thinset	S.F.	\$ 387.20	\$ 187.00	\$ -	\$ 574.20
4.00	093413100130	Waterproofing membrane ceramic tiling, 2" flanged floor drain with 6" stainless steel grid, including thinset	Ea.	\$ 1,614.76	\$ 59.76	\$ -	\$ 1,674.52
2035.00	096119400340	Paints & coatings, floors, interior, acrylic sealer, two coats	S.F.	\$ 1,200.65	\$ 345.95	\$ -	\$ 1,546.60
2035.00	096510103600	Latex underlayment, cementitious for resilient flooring, 1/8" thick	S.F.	\$ 1,750.10	\$ 4,863.65	\$ -	\$ 6,613.75
1250.00	096513130690	Wall base, vinyl, straight or cove, standard colors, 2-1/2" high, 1/8" thick	L.F.	\$ 1,512.50	\$ 1,512.50	\$ -	\$ 3,025.00
55.00	096513370105	Vinyl transition strip, various material to various materials, 0.08" to 1/8"	L.F.	\$ 280.50	\$ 66.55	\$ -	\$ 347.05
350.00	096516106000	Resilient flooring, rubber, sheet goods, 3' w, 1/4" thick	S.F.	\$ 8,750.00	\$ 1,057.00	\$ -	\$ 9,807.00
55.00	096519238100	Luxury vinyl plank, glue-down	S.F.	\$ 422.95	\$ 41.80	\$ -	\$ 464.75
19897.00	099123721670	Painting walls, complete, on drywall or plaster, primer and 2 finish coats, with roller, including surface preparation	S.F.	\$ 11,938.20	\$ 13,132.02	\$ -	\$ 25,070.22
1.00	099710100900	Paints & coatings, exterior latex, primer, in 5 gallon lots	Gal.	\$ 59.02	\$ -	\$ -	\$ 59.02
1.00	099710101000	Paints & coatings, exterior latex, semi-gloss, in 5 gallon lots	Gal.	\$ 59.57	\$ -	\$ -	\$ 59.57
5439.00	099713236540	Paints and protective coatings, gloss topcoat, sprayed	S.F.	\$ 6,798.75	\$ 543.90	\$ -	\$ 7,342.65
2354.00	099713237000	Paints and protective coatings, inorganic zinc rich primer, self cure, sprayed	S.F.	\$ 3,319.14	\$ 588.50	\$ -	\$ 3,907.64
30.00	101423131150	Signs, flexible door sign, adhesive back, w/Braille, 5/8" letters, 8" x 4"	Ea.	\$ 771.90	\$ 324.60	\$ -	\$ 1,096.50
1.00	102813131100	Toilet accessories, grab bars, straight, stainless steel, 36" long	Ea.	\$ 44.90	\$ 21.40	\$ -	\$ 66.30
1.00	102813131105	Toilet accessories, grab bars, straight, stainless steel, 42" long	Ea.	\$ 54.49	\$ 21.40	\$ -	\$ 75.89
5.00	102813133100	Toilet accessories, mirror, 36" x 24", with stainless steel 3/4" square frame	Ea.	\$ 504.50	\$ 144.05	\$ -	\$ 648.55
2.00	102813134100	Toilet accessories, mop holder strip, stainless steel, 5 holders, 48" long	Ea.	\$ 123.10	\$ 42.80	\$ -	\$ 165.90
5.00	102813134400	Toilet accessories, robe hook, heavy duty, concealed mounting	Ea.	\$ 156.40	\$ 38.50	\$ -	\$ 194.90
5.00	102813137000	Toilet accessories, towel holder, hotel type, 2 guest size	Ea.	\$ 441.45	\$ 107.00	\$ -	\$ 548.45
6.00	104413531100	Fire equipment cabinets, portable extinguisher, single, steel box, recessed, D.S. glass in door, steel door & frame, 8" x 12" x 27", excludes equipment	Ea.	\$ 744.66	\$ 716.04	\$ -	\$ 1,460.70
7.00	104413532200	Fire equipment cabinets, portable extinguisher, large, steel box, recessed, D.S. glass in door, stainless steel door & frame, 8" x 12" x 36", excludes equipment	Ea.	\$ 4,944.10	\$ 835.38	\$ -	\$ 5,779.48
2.00	104413532600	Fire equipment cabinets, portable extinguisher, large, steel box, recessed, D.S. glass in door, steel door & frame, 8" x 16" x 38", excludes equipment	Ea.	\$ 254.26	\$ 238.68	\$ -	\$ 492.94
7.00	104416131080	Fire extinguishers, dry chemical, pressurized, standard type, portable, painted, 10 lb	Ea.	\$ 798.14	\$ -	\$ -	\$ 798.14
11.00	105113106110	Lockers, heavy duty, 14 ga welded steel, solid, tamper proof, double tier, 24" W x 24" D x 74" H, for detention facility	Ea.	\$ 88,174.57	\$ 312.29	\$ -	\$ 88,486.86
1.00	105113109000	Lockers, minimum labor/equipment charge	Job	\$ -	\$ 205.75	\$ -	\$ 205.75
1.00	112173266200	Laundry equipment, combination washer/extractor, 50 lb. capacity	Ea.	\$ 16,749.40	\$ 1,152.20	\$ -	\$ 17,901.60
3.00	113013166795	Refrigerator, energy star qualified, 18 CF, maximum	Ea.	\$ 5,978.34	\$ 1,296.24	\$ -	\$ 7,274.58
1.00	113013194550	Range hood, residential appliances, 36" wide, for ventless, 2 speed, add, max	Ea.	\$ 2,320.70	\$ 85.59	\$ -	\$ 2,406.29
1.00	113013250500	Laundry equipment, dryers, gas-fired residential, 16 lb capacity, average	Ea.	\$ 978.73	\$ 176.12	\$ -	\$ 1,154.85
1.00	113013257450	Vent kit, residential appliances, for dryers	Ea.	\$ 79.71	\$ 43.21	\$ -	\$ 122.92
1.00	114413107200	Range, commercial kitchen equipment, restaurant type, 6 burners & 1 standard & 1 convection oven, 60" wide	Ea.	\$ 19,574.60	\$ 158.02	\$ -	\$ 19,732.62
2.00	115216201100	Movie equipment, digital, OEM lens, 2K projection system	Ea.	\$ 14,075.56	\$ 510.26	\$ -	\$ 14,585.82
780.00	122113130020	Blinds, interior, horizontal, solid color, stock, 1" aluminum slats	S.F.	\$ 6,731.40	\$ 569.40	\$ -	\$ 7,300.80
14.00	123570130500	Casework, base cabinets, hospital, laminated plastic	L.F.	\$ 4,379.06	\$ 1,209.88	\$ -	\$ 5,588.94
26.00	123570131000	Casework, base cabinets, hospital, stainless steel	L.F.	\$ 25,446.98	\$ 2,246.92	\$ -	\$ 27,693.90
26.00	123570131900	Casework, base cabinets, hospital, stainless steel counter top	L.F.	\$ 25,709.32	\$ 556.40	\$ -	\$ 26,265.72
1.00	123570132000	Casework, base cabinets, hospital, for drop-in stainless 43" x 21" sink, add	Ea.	\$ 1,740.53	\$ -	\$ -	\$ 1,740.53
15.00	123570132700	Casework, wall cabinets, stainless steel	L.F.	\$ 13,848.60	\$ 864.15	\$ -	\$ 14,712.75
6380.00	130505650230	Audio-masking system, plenum mounted, 10,000 SF, selective demolition, incl speakers, amplifier, signal generator	S.F.	\$ 6,699.00	\$ 3,381.40	\$ -	\$ 10,080.40
5.00	220523201920	Valves, bronze, check, swing, regrinding disc, threaded, class 150, 3"	Ea.	\$ 4,977.00	\$ 273.90	\$ -	\$ 5,250.90
1.00	220523208814	Valves, bronze, water heater water & gas safety shut off, valve	Ea.	\$ 166.85	\$ 24.76	\$ -	\$ 191.61
190.00	220529100350	Pipe hanger / support, C-clamp, 3/4" threaded rod size, for mounting on steel beam flange, type number 23 per MSS-SP58, includes locknut	Ea.	\$ 1,504.80	\$ 471.20	\$ -	\$ 1,976.00
16.00	220529100410	Pipe hanger / support, clamp, alloy steel, high temperature, to 1050 Deg.F, 4" pipe size	Ea.	\$ 8,494.08	\$ 108.00	\$ -	\$ 8,602.08
205.00	220529100630	Pipe hanger / support, one hole clamp, malleable iron, 1" pipe size, for vertical mounting	Ea.	\$ 506.35	\$ 598.60	\$ -	\$ 1,104.95
175.00	220529100650	Pipe hanger / support, one hole clamp, malleable iron, 1-1/2" pipe size, for vertical mounting	Ea.	\$ 749.00	\$ 579.25	\$ -	\$ 1,328.25
135.00	220529100660	Pipe hanger / support, one hole clamp, malleable iron, 2" pipe size, for vertical mounting	Ea.	\$ 754.65	\$ 476.55	\$ -	\$ 1,231.20
115.00	220529100700	Pipe hanger / support, one hole clamp, malleable iron, 4" pipe size, for vertical mounting	Ea.	\$ 2,452.95	\$ 545.10	\$ -	\$ 2,998.05
2.00	220533200310	Temperature maintenance cable, components, splice kit	Ea.	\$ 301.46	\$ 21.78	\$ -	\$ 323.24
67.00	220548400200	Vibration absorber, hanger type, neoprene flex, 10-120 lb. capacity	Ea.	\$ 1,429.11	\$ -	\$ -	\$ 1,429.11
17.00	220553100116	Piping system identification labels, pipe markers, indicate contents and flow direction, plastic snap around, 3/4" pipe	Ea.	\$ 42.50	\$ 84.15	\$ -	\$ 126.65
15.00	220553101114	Piping system identification labels, pipe markers, indicate contents and flow direction, self adhesive, 1" pipe	Ea.	\$ 12.45	\$ 74.25	\$ -	\$ 86.70
18.00	220553101116	Piping system identification labels, pipe markers, indicate contents and flow direction, self adhesive, 2" pipe	Ea.	\$ 14.94	\$ 95.22	\$ -	\$ 110.16
20.00	220553101120	Piping system identification labels, pipe markers, indicate contents and flow direction, self adhesive, 4" pipe	Ea.	\$ 29.60	\$ 132.40	\$ -	\$ 162.00

1.00	220576102080	Cleanout, floor type, round scoriated nickel bronze top, extra heavy duty, 3" pipe size	Ea.	\$ 327.06	\$ 66.23	\$ -	\$ 393.29
4.00	220576102100	Cleanout, floor type, round scoriated nickel bronze top, extra heavy duty, 4" pipe size	Ea.	\$ 1,592.64	\$ 396.16	\$ -	\$ 1,988.80
6.00	220576104060	Cleanout, wall type, square smooth cover, over wall frame, 2" pipe size	Ea.	\$ 1,348.08	\$ 170.82	\$ -	\$ 1,518.90
1.00	220576109000	Cleanout, minimum labor/equipment charge	Job	\$ -	\$ 132.47	\$ -	\$ 132.47
4.00	220576204210	Cleanout tee, plastic adapter fitting, ABS, 4" pipe size, type DWV	Ea.	\$ 85.32	\$ 95.32	\$ -	\$ 180.64
6.00	220576205020	Cleanout tee, plastic tee, PVC, 2" pipe size, type DWV, excludes plug	Ea.	\$ 67.38	\$ 157.86	\$ -	\$ 225.24
4.00	220576205040	Cleanout tee, plastic tee, PVC, 4" pipe size, type DWV, excludes plug	Ea.	\$ 155.48	\$ 178.28	\$ -	\$ 333.76
6.00	220576205100	Cleanout tee, plastic plug, PVC, 2" pipe size, type DWV, excludes tee	Ea.	\$ 15.24	\$ 76.14	\$ -	\$ 91.38
4.00	220576205120	Cleanout tee, plastic plug, PVC, 4" pipe size, type DWV, excludes tee	Ea.	\$ 26.72	\$ 95.32	\$ -	\$ 122.04
6.00	220576205180	Cleanout tee, plastic adapter fitting, PVC, 2" pipe size, type DWV	Ea.	\$ 24.42	\$ 76.14	\$ -	\$ 100.56
4.00	220576205200	Cleanout tee, plastic adapter fitting, PVC, 4" pipe size, type DWV	Ea.	\$ 71.84	\$ 95.32	\$ -	\$ 167.16
1.00	220716102925	Insulation, water heater, insulated wrap, fiberglass, 50 to 80 gal., R-5	Ea.	\$ 36.50	\$ 49.52	\$ -	\$ 86.02
1.00	220716109000	Insulation, minimum labor/equipment charge	Job	\$ -	\$ 100.28	\$ -	\$ 100.28
6.00	220719100245	Insulation, insulated protectors (ADA), for exposed piping under sinks or lavatories, vinyl coated foam, velcro tabs, p trap, 1-1/4" or 1-1/2"	Ea.	\$ 113.76	\$ 74.28	\$ -	\$ 188.04
6.00	220719100265	Insulation, insulated protectors (ADA), for exposed piping under sinks or lavatories, vinyl coated foam, velcro tabs, valve and supply cover, 1/2", 3/8", and 7/16" pipe size	Ea.	\$ 112.62	\$ 74.28	\$ -	\$ 186.90
3.00	220719100265	Insulation, insulated protectors (ADA), for exposed piping under sinks or lavatories, vinyl coated foam, velcro tabs, valve and supply cover, 1/2", 3/8", and 7/16" pipe size	Ea.	\$ 56.31	\$ 37.14	\$ -	\$ 93.45
8.00	220719106660	Insulation, pipe covering (price copper tube one size less than I.P.S.), fiberglass with all service jacket, 1/2" wall, 3/4" iron pipe size	L.F.	\$ 17.52	\$ 21.44	\$ -	\$ 38.96
8.00	220719106670	Insulation, pipe covering (price copper tube one size less than I.P.S.), fiberglass with all service jacket, 1/2" wall, 1" iron pipe size	L.F.	\$ 18.24	\$ 22.32	\$ -	\$ 40.56
11.00	220719106690	Insulation, pipe covering (price copper tube one size less than I.P.S.), fiberglass with all service jacket, 1/2" wall, 1-1/2" iron pipe size	L.F.	\$ 30.69	\$ 32.12	\$ -	\$ 62.81
13.00	220719300150	Pipe insulation protective jacketing, PVC, white, 48" lengths, 20 mil thick, 1-1/2" ID, cut from roll goods, size based on OD of insulation	L.F.	\$ 29.51	\$ 30.94	\$ -	\$ 60.45
235.00	221113231180	Pipe, copper, tubing, solder, 3/4" diameter, type K, includes coupling & clevis hanger assembly 10' OC	L.F.	\$ 2,272.45	\$ 1,250.20	\$ -	\$ 3,522.65
2.00	221113239520	Pipe, sub assemblies used in assembly systems, refrigerant piping, per ton, with remote condensing unit, up to 10 ton	System	\$ 427.78	\$ 596.56	\$ -	\$ 1,024.34
1.00	221113239530	Pipe, sub assemblies used in assembly systems, refrigerant piping, per ton, with remote condensing unit, 20 ton	System	\$ 303.55	\$ 356.70	\$ -	\$ 660.25
67.00	221113250120	Elbow, 90 Deg., copper, wrought, copper x copper, 3/4"	Ea.	\$ 125.29	\$ 1,380.20	\$ -	\$ 1,505.49
89.00	221113250700	Coupling, copper, wrought, copper x copper, 3/4"	Ea.	\$ 112.14	\$ 1,669.64	\$ -	\$ 1,781.78
54.00	221113250775	Cap, copper, wrought, copper x copper, 3/4"	Ea.	\$ 61.02	\$ 559.44	\$ -	\$ 620.46
50.00	221113250900	Union, copper, cast, copper x copper, 3/4"	Ea.	\$ 824.50	\$ 1,091.50	\$ -	\$ 1,916.00
36.00	221113251010	Adapter, copper, wrought, copper x male I.P.S., 3/4"	Ea.	\$ 105.12	\$ 830.16	\$ -	\$ 935.28
28.00	221113251260	Adapter, copper, wrought, copper x copper, cross, 3/4"	Ea.	\$ 706.16	\$ 1,162.28	\$ -	\$ 1,868.44
35.00	221113251838	Elbow, 90 Deg., copper, solder, 3/4", ACR, OD SIZE	Ea.	\$ 158.20	\$ 731.85	\$ -	\$ 890.05
1255.00	221113741870	Pipe, plastic, PVC, 3/4" diameter, schedule 40, includes couplings 10' OC, and hangers 3 per 10'	L.F.	\$ 6,099.30	\$ 9,688.60	\$ -	\$ 15,787.90
1567.00	221113741880	Pipe, plastic, PVC, 1" diameter, schedule 40, includes couplings 10' OC, and hangers 3 per 10'	L.F.	\$ 7,976.03	\$ 13,444.86	\$ -	\$ 21,420.89
1155.00	221113741900	Pipe, plastic, PVC, 1-1/2" diameter, schedule 40, includes couplings 10' OC, and hangers 3 per 10'	L.F.	\$ 6,525.75	\$ 12,647.25	\$ -	\$ 19,173.00
1065.00	221113741910	Pipe, plastic, PVC, 2" diameter, schedule 40, includes couplings 10' OC, and hangers 3 per 10'	L.F.	\$ 6,816.00	\$ 12,801.30	\$ -	\$ 19,617.30
1145.00	221113741940	Pipe, plastic, PVC, 4" diameter, schedule 40, includes couplings 10' OC, and hangers 3 per 10'	L.F.	\$ 13,957.55	\$ 16,900.20	\$ -	\$ 30,857.75
55.00	221113762770	Elbow, 90 Deg., plastic, PVC, white, socket joint, 3/4", schedule 40	Ea.	\$ 21.45	\$ 761.20	\$ -	\$ 782.65
65.00	221113762780	Elbow, 90 Deg., plastic, PVC, white, socket joint, 1", schedule 40	Ea.	\$ 46.15	\$ 1,019.20	\$ -	\$ 1,065.35
66.00	221113762800	Elbow, 90 Deg., plastic, PVC, white, socket joint, 1-1/2", schedule 40	Ea.	\$ 89.10	\$ 1,298.88	\$ -	\$ 1,387.98
75.00	221113762810	Elbow, 90 Deg., plastic, PVC, white, socket joint, 2", schedule 40	Ea.	\$ 159.00	\$ 1,452.75	\$ -	\$ 1,611.75
45.00	221113762840	Elbow, 90 Deg., plastic, PVC, white, socket joint, 4", schedule 40	Ea.	\$ 620.10	\$ 1,757.25	\$ -	\$ 2,377.35
52.00	221113762990	Elbow, 45 Deg., plastic, PVC, white, socket joint, 3/4", schedule 40	Ea.	\$ 47.32	\$ 719.68	\$ -	\$ 767.00
53.00	221113763000	Elbow, 45 Deg., plastic, PVC, white, socket joint, 1", schedule 40	Ea.	\$ 57.24	\$ 831.04	\$ -	\$ 888.28
98.00	221113763020	Elbow, 45 Deg., plastic, PVC, white, socket joint, 1-1/2", schedule 40	Ea.	\$ 186.20	\$ 1,928.64	\$ -	\$ 2,114.84
92.00	221113763030	Elbow, 45 Deg., plastic, PVC, white, socket joint, 2", schedule 40	Ea.	\$ 228.16	\$ 1,782.04	\$ -	\$ 2,010.20
86.00	221113763060	Elbow, 45 Deg., plastic, PVC, white, socket joint, 4", schedule 40	Ea.	\$ 1,546.28	\$ 3,358.30	\$ -	\$ 4,904.58
44.00	221113763190	Tee, plastic, PVC, white, socket joint, 3/4", schedule 40	Ea.	\$ 22.44	\$ 906.40	\$ -	\$ 928.84
38.00	221113763200	Tee, plastic, PVC, white, socket joint, 1", schedule 40	Ea.	\$ 35.72	\$ 899.84	\$ -	\$ 935.56
42.00	221113763220	Tee, plastic, PVC, white, socket joint, 1-1/2", schedule 40	Ea.	\$ 75.18	\$ 1,239.84	\$ -	\$ 1,315.02
51.00	221113763230	Tee, plastic, PVC, white, socket joint, 2", schedule 40	Ea.	\$ 133.62	\$ 1,489.71	\$ -	\$ 1,623.33
58.00	221113763260	Tee, plastic, PVC, white, socket joint, 4", schedule 40	Ea.	\$ 1,191.90	\$ 3,406.34	\$ -	\$ 4,598.24
105.00	221113763390	Coupling, plastic, PVC, white, socket joint, 3/4", schedule 40	Ea.	\$ 35.70	\$ 1,453.20	\$ -	\$ 1,488.90
112.00	221113763400	Coupling, plastic, PVC, white, socket joint, 1", schedule 40	Ea.	\$ 64.96	\$ 1,756.16	\$ -	\$ 1,821.12
118.00	221113763420	Coupling, plastic, PVC, white, socket joint, 1-1/2", schedule 40	Ea.	\$ 99.12	\$ 2,322.24	\$ -	\$ 2,421.36
106.00	221113763430	Coupling, plastic, PVC, white, socket joint, 2", schedule 40	Ea.	\$ 136.74	\$ 2,053.22	\$ -	\$ 2,189.96
111.00	221113763460	Coupling, plastic, PVC, white, socket joint, 4", schedule 40	Ea.	\$ 714.84	\$ 4,334.55	\$ -	\$ 5,049.39
1.00	221119180190	Mixing valve, automatic water tempering, 4" size	Ea.	\$ 3,665.95	\$ 132.23	\$ -	\$ 3,798.18
1.00	221119189000	Mixing valve, automatic water tempering, minimum labor/equipment charge	Job	\$ -	\$ 79.34	\$ -	\$ 79.34
1.00	221119425660	Backflow preventer, reduced pressure principle, iron, automatic operation, OS&Y valves, flanged, 2-1/2" pipe size, includes valves and four test cocks	Ea.	\$ 6,047.65	\$ 142.07	\$ -	\$ 6,189.72
8.00	221316203010	Pipe, cast iron soil, single hub, service weight, 2" diameter, push-on gasket joints 10' OC, includes clevis hanger assemblies 5' OC	L.F.	\$ 100.48	\$ 86.08	\$ -	\$ 186.56
4.00	221316502800	Drain, shower, with strainer, uniform diameter trap, bronze top, 2" and 3" pipe size	Ea.	\$ 1,625.16	\$ 354.24	\$ -	\$ 1,979.40
1.00	221316601100	Traps, cast iron, service weight, running P trap, 2", excluding vent	Ea.	\$ 221.36	\$ 44.28	\$ -	\$ 265.64
9.00	221316602120	Traps, cast iron, service weight, running P trap, single hub, 4" pipe size, 4" vent, includes vent	Ea.	\$ 1,361.79	\$ 489.87	\$ -	\$ 1,851.66

9.00	221316802060	Vent flashing, galvanized, 4" pipe, includes neoprene ring	Ea.	\$ 243.81	\$ 221.40	\$ -	\$ 465.21
1.00	221319131640	Drain, promenade, slotted grate, cast iron, polished bronze top, 11" top	Ea.	\$ 812.58	\$ -	\$ -	\$ 812.58
5.00	221319132040	Drain, floor, medium duty, cast iron, deep flange, 7" diameter top, 2" and 3" pipe size	Ea.	\$ 1,541.10	\$ 295.20	\$ -	\$ 1,836.30
1.00	221429161050	Pump, submersible elevator sump, automatic, cast iron, 1/2 H.P., 115 V, 1-1/2" discharge, includes pump, oil detector, controls and alarm, excludes the sump pit/tank.	Ea.	\$ 2,335.00	\$ 98.40	\$ -	\$ 2,433.40
1.00	221429169000	Pump, submersible sump, minimum labor/equipment charge	Job	\$ -	\$ 98.40	\$ -	\$ 98.40
1.00	223430132120	Water heater, residential, gas fired, foam lined tank, 10 year, 100 gallon, excludes vent	Ea.	\$ 3,479.15	\$ 304.43	\$ -	\$ 3,783.58
1.00	224116136210	Lavatory, wall hung, vitreous china, white, with backsplash, ADA compliant, single bowl, 27" x 20", includes trim	Ea.	\$ 499.69	\$ 101.48	\$ -	\$ 601.17
5.00	224116136960	Lavatory, wall hung, rough-in, supply, waste and vent	Ea.	\$ 1,844.65	\$ 2,137.15	\$ -	\$ 3,981.80
1.00	224116163100	Sink, kitchen, counter top style, stainless steel, self rimming, single bowl, 25" x 22", includes faucet and drain	Ea.	\$ 495.02	\$ 126.69	\$ -	\$ 621.71
1.00	224116163400	Sink, kitchen, counter top style, stainless steel, self rimming, triple bowl, 22" x 43", includes faucet and drain	Ea.	\$ 1,377.65	\$ 161.13	\$ -	\$ 1,538.78
4.00	224123201510	Shower, stall, baked enamel, molded stone receptor, square, 30", includes drain only, excludes valve control and door/curtain	Ea.	\$ 5,977.60	\$ 546.12	\$ -	\$ 6,523.72
4.00	224139102280	Faucets/fittings, lavatory faucet, center set with single control lever handle, satin nickel, with pop-up drain	Ea.	\$ 1,569.12	\$ 236.16	\$ -	\$ 1,805.28
4.00	224139104250	Faucets/fittings, shower pressure balancing mixing valve, satin nickel, with shower head, arm, flange and diverter tub spout	Ea.	\$ 2,428.40	\$ 255.84	\$ -	\$ 2,684.24
4.00	224139701980	Washer dryer accessories, rough-in, supply, waste and vent for washer boxes	Ea.	\$ 1,102.12	\$ 455.12	\$ -	\$ 1,557.24
1.00	224139701980	Washer dryer accessories, rough-in, supply, waste and vent for washer boxes	Ea.	\$ 275.53	\$ 113.78	\$ -	\$ 389.31
2.00	224216406650	Sink, service, floor, porcelain enamel on cast iron, corner, 28" x 28", includes faucet and drain	Ea.	\$ 2,988.80	\$ 322.26	\$ -	\$ 3,311.06
2.00	224216406760	Sink, service, mop, molded stone, 24" x 36", includes faucet and drain	Ea.	\$ 1,288.92	\$ 236.16	\$ -	\$ 1,525.08
2.00	224216406790	Sink, service, floor, rough-in, supply, waste and vent	Ea.	\$ 1,615.82	\$ 867.16	\$ -	\$ 2,482.98
1.00	224216407100	Sink, service, wall, porcelain enamel on cast iron, roll rim, 24" x 20", includes faucet and drain	Ea.	\$ 1,611.15	\$ 177.12	\$ -	\$ 1,788.27
1.00	224216408960	Sink, service, wall, vitreous china, for stainless steel rim guard, front or one side, add	Ea.	\$ 88.26	\$ -	\$ -	\$ 88.26
1.00	224216408980	Sink, service, wall, rough-in, supply, waste and vent	Ea.	\$ 934.00	\$ 544.28	\$ -	\$ 1,478.28
5.00	224313403320	Water closet, healthcare, bowl only, floor mounted, elongated bowl, ADA compliant, bariatric, 1,200 lb. capacity, includes flush valve and seat	Ea.	\$ 14,710.50	\$ 771.85	\$ -	\$ 15,482.35
1.00	224713106900	Drinking fountain, wall mounted, fully recessed, stainless steel, fountain and cuspidor combination, single bubbler, for connection to cold water supply	Ea.	\$ 3,736.00	\$ 196.80	\$ -	\$ 3,932.80
6.00	230505100680	HVAC demo, condensing unit, 60 thru 100 tons, selective demolition	Ea.	\$ -	\$ 22,376.88	\$ -	\$ 22,376.88
488.00	231123200140	Gas piping, flexible (CSST), tubing with lightning protection, 1"	L.F.	\$ 3,259.84	\$ 3,547.76	\$ -	\$ 6,807.60
58.00	231123203240	Gas piping, flexible (CSST), fittings, straight, coupling, 1"	Ea.	\$ 6,708.28	\$ 1,005.14	\$ -	\$ 7,713.42
48.00	231123203340	Gas piping, flexible (CSST), fittings, straight, flange fitting, 1"	Ea.	\$ 1,752.00	\$ 1,203.36	\$ -	\$ 2,955.36
44.00	231123204140	Gas piping, flexible (CSST), fittings, straight, tee, 1"	Ea.	\$ 5,005.44	\$ 1,007.60	\$ -	\$ 6,013.04
1.00	232123131380	Pump, circulating, bronze, heated or chilled water application, in line, flanged joints, 1 H.P., 3" size	Ea.	\$ 4,950.20	\$ 177.12	\$ -	\$ 5,127.32
2.00	232213230100	Steam condensate meter, 500 lb. per hour	Ea.	\$ 10,460.80	\$ 56.58	\$ -	\$ 10,517.38
2.00	232223102020	Pump, condensate return system, simplex, pump, motor, float switch, 3/4 HP, 15 GPM, 15 gallon cast iron receiver	Ea.	\$ 6,678.10	\$ 787.20	\$ -	\$ 7,465.30
3.00	232313108514	Refrigeration specialties, valve, refrigeration, packless, soldered, 5/8"	Ea.	\$ 208.74	\$ 33.12	\$ -	\$ 241.86
3.00	232313108614	Refrigeration specialties, valve, solenoid, flange/solder, 5/8"	Ea.	\$ 1,106.79	\$ 33.12	\$ -	\$ 1,139.91
2.00	232313108818	Refrigeration specialties, valve, thermostatic, flange/solder, 6-8 ton, 5/8" x 7/8"	Ea.	\$ 412.82	\$ 158.68	\$ -	\$ 571.50
1.00	232313108826	Refrigeration specialties, valve, thermostatic, flange/solder, 15-20 ton, 7/8" x 1-3/8"	Ea.	\$ 569.74	\$ 124.23	\$ -	\$ 693.97
19989.00	233113130580	Metal ductwork, fabricated rectangular, galvanized steel, over 5000 lb., incl fittings, joints, supports & allow for a flexible connections field sketches, excludes as-built drawings and insulation	Lb.	\$ 20,588.67	\$ 73,559.52	\$ -	\$ 94,148.19
1.00	233113130580	Metal ductwork, fabricated rectangular, for 50% fittings, add	Lb.	\$ -	\$ 41,193.33	\$ -	\$ 41,193.33
1.00	233113130580	Metal ductwork, fabricated rectangular, 10' to 15' high, incl fittings, joints, supports & allow for a flexible connections field sketches, excl as-built drawings & insulation, add to labor for elevated installation of fabricated ductwork		\$ -	\$ 4,413.57	\$ -	\$ 4,413.57
251.00	233113165410	Metal ductwork, spiral preformed, steel, galvanized, straight lengths, max. 10" SPWG, 4" diameter, 26 ga.	L.F.	\$ 1,327.79	\$ 469.37	\$ -	\$ 1,797.16
225.00	233113165420	Metal ductwork, spiral preformed, steel, galvanized, straight lengths, max. 10" SPWG, 6" diameter, 26 ga.	L.F.	\$ 1,685.25	\$ 542.25	\$ -	\$ 2,227.50
235.00	233113165430	Metal ductwork, spiral preformed, steel, galvanized, straight lengths, max. 10" SPWG, 8" diameter, 26 ga.	L.F.	\$ 2,006.90	\$ 787.25	\$ -	\$ 2,794.15
325.00	233113165440	Metal ductwork, spiral preformed, steel, galvanized, straight lengths, max. 10" SPWG, 10" diameter, 26 ga.	L.F.	\$ 3,441.75	\$ 1,371.50	\$ -	\$ 4,813.25
28.00	233113165800	Metal ductwork, spiral preformed, steel, galvanized, connector, max. 10" S.P.W.G., 4" diameter	Ea.	\$ 516.04	\$ 188.72	\$ -	\$ 704.76
22.00	233113165820	Metal ductwork, spiral preformed, steel, galvanized, connector, max. 10" S.P.W.G., 6" diameter	Ea.	\$ 410.96	\$ 168.74	\$ -	\$ 579.70
25.00	233113165840	Metal ductwork, spiral preformed, steel, galvanized, connector, max. 10" S.P.W.G., 8" diameter	Ea.	\$ 562.00	\$ 215.75	\$ -	\$ 777.75
21.00	233113165860	Metal ductwork, spiral preformed, steel, galvanized, connector, max. 10" S.P.W.G., 10" diameter	Ea.	\$ 566.37	\$ 201.81	\$ -	\$ 768.18
8.00	233113166300	Metal ductwork, spiral preformed, steel, galvanized, elbow, max. 10" S.P.W.G., 45 Deg., 4" diameter	Ea.	\$ 195.84	\$ 89.84	\$ -	\$ 285.68
12.00	233113166320	Metal ductwork, spiral preformed, steel, galvanized, elbow, max. 10" S.P.W.G., 45 Deg., 6" diameter	Ea.	\$ 461.52	\$ 183.24	\$ -	\$ 644.76
13.00	233113166340	Metal ductwork, spiral preformed, steel, galvanized, elbow, max. 10" S.P.W.G., 45 Deg., 8" diameter	Ea.	\$ 623.35	\$ 311.48	\$ -	\$ 934.83
12.00	233113166360	Metal ductwork, spiral preformed, steel, galvanized, elbow, max. 10" S.P.W.G., 45 Deg., 10" diameter	Ea.	\$ 521.52	\$ 449.28	\$ -	\$ 970.80

11.00	233113166600	Metal ductwork, spiral preformed, steel, galvanized, elbow, max. 10" S.P.W.G., 90 Deg., 4" diameter	Ea.	\$ 351.67	\$ 123.53	\$ -	\$ 475.20
7.00	233113166620	Metal ductwork, spiral preformed, steel, galvanized, elbow, max. 10" S.P.W.G., 90 Deg., 6" diameter	Ea.	\$ 171.36	\$ 106.89	\$ -	\$ 278.25
6.00	233113166630	Metal ductwork, spiral preformed, steel, galvanized, elbow, max. 10" S.P.W.G., 90 Deg., 8" diameter	Ea.	\$ 311.70	\$ 143.76	\$ -	\$ 455.46
18.00	233113166640	Metal ductwork, spiral preformed, steel, galvanized, elbow, max. 10" S.P.W.G., 90 Deg., 10" diameter	Ea.	\$ 953.10	\$ 673.92	\$ -	\$ 1,627.02
8.00	233113167100	Metal ductwork, spiral preformed, steel, galvanized, tee, max. 10" S.P.W.G., 90 Deg., 4" diameter	Ea.	\$ 183.84	\$ 134.16	\$ -	\$ 318.00
9.00	233113167120	Metal ductwork, spiral preformed, steel, galvanized, tee, max. 10" S.P.W.G., 90 Deg., 6" diameter	Ea.	\$ 404.64	\$ 202.14	\$ -	\$ 606.78
13.00	233113167130	Metal ductwork, spiral preformed, steel, galvanized, tee, max. 10" S.P.W.G., 90 Deg., 8" diameter	Ea.	\$ 675.35	\$ 459.42	\$ -	\$ 1,134.77
11.00	233113167140	Metal ductwork, spiral preformed, steel, galvanized, tee, max. 10" S.P.W.G., 90 Deg., 10" diameter	Ea.	\$ 829.62	\$ 616.11	\$ -	\$ 1,445.73
18.00	233113167254	Metal ductwork, spiral preformed, steel, galvanized, saddle tap, 4" diameter on 6" diameter	Ea.	\$ 485.46	\$ 334.26	\$ -	\$ 819.72
21.00	233113167258	Metal ductwork, spiral preformed, steel, galvanized, saddle tap, 6" diameter on 8" diameter	Ea.	\$ 618.87	\$ 402.57	\$ -	\$ 1,021.44
14.00	233113167260	Metal ductwork, spiral preformed, steel, galvanized, saddle tap, 6" diameter on 10" diameter	Ea.	\$ 412.58	\$ 268.38	\$ -	\$ 680.96
15.00	233113167266	Metal ductwork, spiral preformed, steel, galvanized, saddle tap, 8" diameter on 10" diameter	Ea.	\$ 359.70	\$ 287.55	\$ -	\$ 647.25
7.00	233313137504	Duct accessories, variable volume modulating motorized damper, 8" x 6", includes electric motor	Ea.	\$ 1,804.18	\$ 174.02	\$ -	\$ 1,978.20
6.00	233313137510	Duct accessories, variable volume modulating motorized damper, 10" x 10", includes electric motor	Ea.	\$ 1,612.38	\$ 172.50	\$ -	\$ 1,784.88
8.00	233313137520	Duct accessories, variable volume modulating motorized damper, 12" x 12", includes electric motor	Ea.	\$ 2,213.76	\$ 249.20	\$ -	\$ 2,462.96
5.00	233313137524	Duct accessories, variable volume modulating motorized damper, 16" x 10", includes electric motor	Ea.	\$ 1,368.65	\$ 155.75	\$ -	\$ 1,524.40
9.00	233313137544	Duct accessories, variable volume modulating motorized damper, 20" x 14", includes electric motor	Ea.	\$ 2,787.21	\$ 420.48	\$ -	\$ 3,207.69
9.00	233313137560	Duct accessories, variable volume modulating motorized damper, 24" x 12", includes electric motor	Ea.	\$ 2,832.21	\$ 420.48	\$ -	\$ 3,252.69
10.00	233313137590	Duct accessories, variable volume modulating motorized damper, 30" x 14", includes electric motor	Ea.	\$ 3,196.80	\$ 748.80	\$ -	\$ 3,945.60
13.00	233313163020	Duct accessories, fire damper, curtain type, vertical, 8" x 6", UL label, 1-1/2 hour rated	Ea.	\$ 292.24	\$ 221.91	\$ -	\$ 514.15
16.00	233313163120	Duct accessories, fire damper, curtain type, vertical, 12" x 10", UL label, 1-1/2 hour rated	Ea.	\$ 807.20	\$ 287.52	\$ -	\$ 1,094.72
19.00	233313163280	Duct accessories, fire damper, curtain type, vertical, 30" x 14", UL label, 1-1/2 hour rated	Ea.	\$ 1,708.29	\$ 648.66	\$ -	\$ 2,356.95
3.00	233313287020	Duct accessories, splitter damper assembly, self-locking, 3' rod	Ea.	\$ 154.35	\$ 51.21	\$ -	\$ 205.56
6.00	233313287040	Duct accessories, splitter damper assembly, self-locking, 4' rod	Ea.	\$ 344.64	\$ 111.42	\$ -	\$ 456.06
4.00	233313287060	Duct accessories, splitter damper assembly, self-locking, 6' rod	Ea.	\$ 279.72	\$ 82.68	\$ -	\$ 362.40
3.00	233333131070	Duct accessories, duct access door, insulated, 18" x 18"	Ea.	\$ 205.29	\$ 140.16	\$ -	\$ 345.45
4.00	233333131074	Duct accessories, duct access door, insulated, 24" x 18"	Ea.	\$ 299.72	\$ 186.88	\$ -	\$ 486.60
6.00	233333131080	Duct accessories, duct access door, insulated, 24" x 24"	Ea.	\$ 665.34	\$ 280.32	\$ -	\$ 945.66
5.00	233414102100	Fans, blower, direct drive with motor, complete, 0.5" S.P., 4 speed, 1,164 to 1,739 CFM, 1/3 H.P.	Ea.	\$ 2,747.25	\$ 269.55	\$ -	\$ 3,016.80
3.00	233414102520	Fans, ceiling fan, right angle, extra quiet, 0.10" S.P., 95 CFM	Ea.	\$ 872.13	\$ 129.39	\$ -	\$ 1,001.52
6.00	233414102540	Fans, ceiling fan, right angle, extra quiet, 0.10" S.P., 210 CFM	Ea.	\$ 2,067.96	\$ 271.32	\$ -	\$ 2,339.28
6.00	233414102560	Fans, ceiling fan, right angle, extra quiet, 0.10" S.P., 385 CFM	Ea.	\$ 2,427.60	\$ 287.52	\$ -	\$ 2,715.12
1.00	233414107540	Fans, utility set, steel construction, pedestal, direct drive, 1/4" S.P., 485 CFM, 1/6 H.P.	Ea.	\$ 1,398.60	\$ 148.55	\$ -	\$ 1,547.15
1.00	233516101000	Exhaust system, engine exhaust, garage, Plymovent overhead system		\$ 85,000.00	\$ 18,663.50	\$ 4,532.70	\$ 108,196.20
15.00	233616105500	Duct accessories, mixing box, variable air volume, cool only, pneumatic pressure independent, 300 to 600 CFM, includes electric or pneumatic motor	Ea.	\$ 15,734.25	\$ 916.50	\$ -	\$ 16,650.75
2.00	233616105510	Duct accessories, mixing box, variable air volume, cool only, pneumatic pressure independent, 500 to 1,000 CFM, includes electric or pneumatic motor	Ea.	\$ 2,147.86	\$ 149.76	\$ -	\$ 2,297.62
1.00	233616105530	Duct accessories, mixing box, variable air volume, cool only, pneumatic pressure independent, 1,100 to 2,000 CFM, includes electric or pneumatic motor	Ea.	\$ 1,123.88	\$ 84.46	\$ -	\$ 1,208.34
15.00	233616105912	Duct accessories, variable air volume, fan powered powered, direct digital control, 350 CFM	Ea.	\$ 3,596.40	\$ 840.15	\$ -	\$ 4,436.55
2.00	233616105916	Duct accessories, variable air volume, fan powered powered, direct digital control, 650 CFM	Ea.	\$ 519.48	\$ 112.02	\$ -	\$ 631.50
1.00	233616105924	Duct accessories, variable air volume, fan powered powered, direct digital control, 2000 CFM	Ea.	\$ 304.70	\$ 74.88	\$ -	\$ 379.58
5.00	233713101500	Diffuser, steel, ceiling, round, 6" diameter, includes butterfly damper	Ea.	\$ 142.35	\$ 103.35	\$ -	\$ 245.70
4.00	233713101520	Diffuser, steel, ceiling, round, 8" diameter, includes butterfly damper	Ea.	\$ 121.88	\$ 93.44	\$ -	\$ 215.32
5.00	233713101540	Diffuser, steel, ceiling, round, 10" diameter, includes butterfly damper	Ea.	\$ 189.80	\$ 133.30	\$ -	\$ 323.10
8.00	233713101580	Diffuser, steel, ceiling, round, 14" diameter, includes butterfly damper	Ea.	\$ 527.44	\$ 299.52	\$ -	\$ 826.96
1.00	233713300200	Grille, aluminum, air supply, adjustable, single deflection, 12" x 6"	Ea.	\$ 31.47	\$ 16.17	\$ -	\$ 47.64
5.00	233713300380	Grille, aluminum, air supply, adjustable, single deflection, 24" x 24"	Ea.	\$ 694.30	\$ 124.30	\$ -	\$ 818.60
16.00	233715402500	Louver, aluminum, extruded, with screen, mill finish, dual combination, automatic, intake or exhaust	S.F.	\$ 1,646.40	\$ 297.12	\$ -	\$ 1,943.52
11.50	233715402500	Louver, aluminum, extruded, with screen, mill finish, dual combination, automatic, intake or exhaust	S.F.	\$ 1,183.35	\$ 213.56	\$ -	\$ 1,396.91
4.00	233715402500	Louver, aluminum, extruded, with screen, mill finish, dual combination, automatic, intake or exhaust	S.F.	\$ 411.60	\$ 74.28	\$ -	\$ 485.88
2.00	233715402500	Louver, aluminum, extruded, with screen, mill finish, dual combination, automatic, intake or exhaust	S.F.	\$ 205.80	\$ 37.14	\$ -	\$ 242.94
4.00	233715402560	Louver, aluminum, extruded, with screen, mill finish, dual combination, motor for electric or pneumatic operation, intake or exhaust	Ea.	\$ 3,536.48	\$ 106.64	\$ -	\$ 3,643.12

5.00	233715403520	Louver, aluminum, extruded, with screen, mill finish, fixed blade, motor for damper, electric or pneumatic	Ea.	\$ 4,420.60	\$ 133.30	\$ -	\$ 4,553.90
2.00	233715404200	Louver, aluminum, extruded, with screen, mill finish, penthouse, roof	S.F.	\$ 90.90	\$ 13.36	\$ -	\$ 104.26
11.50	233715404300	Louver, aluminum, extruded, with screen, mill finish, penthouse, walls	S.F.	\$ 1,229.24	\$ 107.41	\$ -	\$ 1,336.65
16.00	233715405040	Louver, finishes, applied by manufacturer at additional cost, available in colors, baked enamel finish coating, add	S.F.	\$ 179.04	\$ -	\$ -	\$ 179.04
6.50	233715405040	Louver, finishes, applied by manufacturer at additional cost, available in colors, baked enamel finish coating, add	S.F.	\$ 72.74	\$ -	\$ -	\$ 72.74
1.00	233813107952	Hood fire protection system, gas stove, commercial kitchen equipment	Ea.	\$ 3,622.38	\$ 230.62	\$ 380.00	\$ 4,233.00
5.00	234313102250	Air filter, electronic air cleaner, duct mounted, 1,400 CFM	Ea.	\$ 42,550.00	\$ 14,450.00	\$ 975.00	\$ 57,975.00
1.00	235288104610	Burner, gas safety, shut off valve, threaded, 1"	Ea.	\$ 191.68	\$ 20.54	\$ -	\$ 212.22
1.00	236213100550	Condensing unit, air cooled, compressor, 7.5 ton, includes standard controls	Ea.	\$ 4,596.00	\$ 1,672.88	\$ 465.00	\$ 6,733.88
1.00	236213100560	Condensing unit, air cooled, compressor, 8.5 ton, includes standard controls	Ea.	\$ 4,246.15	\$ 1,517.80	\$ 465.00	\$ 6,228.95
1.00	236213100700	Condensing unit, air cooled, compressor, 20 ton, includes standard controls	Ea.	\$ 16,889.10	\$ 3,710.48	\$ 350.00	\$ 20,949.58
1.00	237613100260	Evaporative cooler, ducted, side discharge style, capacities at 0.25" S.P., 8,300 CFM, 1-1/2 H.P., 230/460 V, excludes duct	Ea.	\$ 4,295.70	\$ 260.57	\$ -	\$ 4,556.27
2.00	238219401230	Fan coil AHU, variable refrigerant volume (VFR) type, indoor type, ducted, ceiling, concealed, 8 ton cooling, outside air connection possible, excludes interconnecting refrigerant tubing and multi-zone controls	Ea.	\$ 16,335.06	\$ 1,972.78	\$ 1,090.00	\$ 19,397.84
2.00	238219408130	Fan coil AHU, variable refrigerant volume (VFR) type, accessories, branch divergence pipe fitting, 112 MBH to 234 MBH, excludes interconnecting refrigerant tubing and multi-zone controls	Ea.	\$ 1,428.58	\$ 310.28	\$ -	\$ 1,738.86
2.00	238219408280	Fan coil AHU, variable refrigerant volume (VFR) type, accessories, header pipe fitting, maximum eight branches, 112 MBH to 234 MBH, excludes interconnecting refrigerant tubing and multi-zone controls	Ea.	\$ 2,047.96	\$ 593.02	\$ -	\$ 2,640.98
1535.00	260505100100	Conduit, rigid galvanized steel, 1/2" to 1" diameter, electrical demolition, remove conduit to 10' high, including fittings & hangers	L.F.	\$ -	\$ 1,811.30	\$ -	\$ 1,811.30
1158.00	260505100120	Conduit, rigid galvanized steel, 1-1/4" to 2" diameter, electrical demolition, remove conduit to 10' high, including fittings & hangers	L.F.	\$ -	\$ 1,655.94	\$ -	\$ 1,655.94
31.00	260505100820	Plug-in switches, 3 phase, 600 V, 30 amp, electrical demolition, remove, including disconnecting wire & conduit terminations	Ea.	\$ -	\$ 576.29	\$ -	\$ 576.29
52.00	260505101100	Safety switches, 250 or 600 V, 30 amp, electrical demolition, remove, including disconnection of wire & conduit terminations	Ea.	\$ -	\$ 1,217.32	\$ -	\$ 1,217.32
1.00	260505101241	Panelboards, 3 wire, 120/240 V, 225 amp, to 42 circuits, electrical demolition, remove, including removal of all breakers, conduit terminations & wire connections	Ea.	\$ -	\$ 238.68	\$ -	\$ 238.68
1.00	260505101540	Transformer, dry type, primary, 3 phase, to 600 V, 150 kVA, electrical demolition, remove, including removal of supports, wire & conduit terminations	Ea.	\$ -	\$ 263.93	\$ 97.76	\$ 361.69
560.00	260505101720	Junction boxes, 4" square & octagon, electrical demolition, remove, including removal of supports and terminations	Ea.	\$ -	\$ 2,004.80	\$ -	\$ 2,004.80
1465.00	260505101760	Switch boxes, electrical demolition, remove, including removal of supports and terminations	Ea.	\$ -	\$ 3,940.85	\$ -	\$ 3,940.85
380.00	260505101780	Receptacle & switch plates, electrical demolition, remove	Ea.	\$ -	\$ 425.60	\$ -	\$ 425.60
625.00	260505101790	Receptacle & switches, 15 to 30 amp, electrical demolition, remove	Ea.	\$ -	\$ 1,331.25	\$ -	\$ 1,331.25
1.00	260505150140	Water pipe ground clamp, bronze, heavy duty, electrical demolition, remove	Ea.	\$ -	\$ 11.93	\$ -	\$ 11.93
1.00	260505150150	Ground rod, 8' to 10', electrical demolition, remove	Ea.	\$ -	\$ 22.03	\$ -	\$ 22.03
97.00	260505150200	Ground wire, bare armored, electrical demolition, remove	L.F.	\$ -	\$ 62.08	\$ -	\$ 62.08
259.00	260505205020	Conduit nipples, 1/2" diameter, electrical demolition, remove, incl locknuts and bushings	Ea.	\$ -	\$ 688.94	\$ -	\$ 688.94
218.00	260505205040	Conduit nipples, 3/4" diameter, electrical demolition, remove, incl locknuts and bushings	Ea.	\$ -	\$ 649.64	\$ -	\$ 649.64
254.00	260505205060	Conduit nipples, 1" diameter, electrical demolition, remove, incl locknuts and bushings	Ea.	\$ -	\$ 896.62	\$ -	\$ 896.62
282.00	260505205080	Conduit nipples, 1-1/4" diameter, electrical demolition, remove, incl locknuts and bushings	Ea.	\$ -	\$ 1,170.30	\$ -	\$ 1,170.30
1.00	260505300100	Load interrupter switch, 600 A, 4.8 kV, NEMA1, electrical demolition, remove	Ea.	\$ -	\$ 539.33	\$ 198.64	\$ 737.97
1.00	260505300300	Alarm or option items, electrical demolition, remove	Ea.	\$ -	\$ 86.29	\$ -	\$ 86.29
10.00	260505505310	Exit light, electrical demolition, remove	Ea.	\$ -	\$ 119.30	\$ -	\$ 119.30
10.00	260505505320	Emergency battery pack lighting unit, electrical demolition, remove	Ea.	\$ -	\$ 238.70	\$ -	\$ 238.70
47.00	260505506010	Fluorescent lamp, electrical demolition, remove	Ea.	\$ -	\$ 67.21	\$ -	\$ 67.21
47.00	260505506090	Guards, for fluorescent lamp, electrical demolition, remove	Ea.	\$ -	\$ 560.71	\$ -	\$ 560.71
8.50	260519200100	Armored cable, copper, solid, 600 V, 3 conductor, #14, BX, exposed	C.L.F.	\$ 833.94	\$ 1,108.06	\$ -	\$ 1,942.00
4.50	260519203700	Armored cable, copper, PVC jacket, ungrounded neutral, 15 kV, 3 conductor, 2/0, in cable tray	L.F.	\$ 194.99	\$ 13.55	\$ -	\$ 208.53
16.50	260519209050	Metal clad cable, copper, steel clad, 600 volt, 3 wire, #12	C.L.F.	\$ 2,021.42	\$ 1,272.32	\$ -	\$ 3,293.73
58.00	260519350045	Wire connector, screw type, insulated, #12 to #6	Ea.	\$ 40.60	\$ 92.22	\$ -	\$ 132.82
20.60	260519555800	Service entrance cable, aluminum, 600 V, 2 conductor, 3/0 + 1/0 neutral, type SEU	C.L.F.	\$ 6,463.04	\$ 6,949.82	\$ -	\$ 13,412.87
65.00	260519900030	Wire, copper solid, 600 volt, #12, type THW, normal installation conditions in wireway, conduit, cable tray	C.L.F.	\$ 1,812.85	\$ 1,700.40	\$ -	\$ 3,513.25
37.00	260519900040	Wire, copper solid, 600 volt, #10, type THW, normal installation conditions in wireway, conduit, cable tray	C.L.F.	\$ 1,639.84	\$ 1,061.53	\$ -	\$ 2,701.37
52.00	260519900940	Wire, copper, solid, 600 volt, #12, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	C.L.F.	\$ 805.48	\$ 1,360.32	\$ -	\$ 2,165.80
8.70	260519901000	Wire, copper, stranded, 600 volt, #14, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	C.L.F.	\$ 156.86	\$ 191.66	\$ -	\$ 348.52
4.80	260519901250	Wire, copper, stranded, 600 volt, #10, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	C.L.F.	\$ 265.34	\$ 137.71	\$ -	\$ 403.06
19.30	260519901400	Wire, copper, stranded, 600 volt, #4, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	C.L.F.	\$ 2,191.32	\$ 1,045.29	\$ -	\$ 3,236.61
3.20	260519902200	Wire, copper, stranded, 600 volt, 250 kcmil, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	C.L.F.	\$ 1,657.34	\$ 455.33	\$ -	\$ 2,112.67

72.00	260519903060	Wire, copper, stranded, 600 volt, #8, type XHHW, normal installation conditions in wireway, conduit, cable tray	C.L.F.	\$ 4,159.44	\$ 2,577.60	\$ -	\$ 6,737.04
4.70	260523100400	Control cable, copper, THHN wire with PVC jacket, 600 V, 10 wires, #14	C.L.F.	\$ 1,404.36	\$ 280.45	\$ -	\$ 1,684.81
2.00	260523200550	Thermostat cable, jacket non-plenum, twisted, #18-3 conductor	C.L.F.	\$ 55.78	\$ 81.70	\$ -	\$ 137.48
16.00	260523203060	Strain relief grip for cable, cord, top, #12-4	Ea.	\$ 278.08	\$ 114.56	\$ -	\$ 392.64
16.00	260523203210	Strain relief grip for cable, cord, bottom, #12-4	Ea.	\$ 334.72	\$ 114.56	\$ -	\$ 449.28
590.00	260523203410	Cable ties, standard, 7" length	Ea.	\$ 112.10	\$ 1,056.10	\$ -	\$ 1,168.20
55.00	260523204000	1-1/8" x 5' U-cable guard, 14 gauge, steel, galvanized	Ea.	\$ 1,424.50	\$ 656.15	\$ -	\$ 2,080.65
3.00	260526800030	Grounding rod, copper clad, 8' long, 1/2" diameter	Ea.	\$ 98.61	\$ 156.99	\$ -	\$ 255.60
5.00	260526800350	Ground wire, copper wire, bare solid, #8	C.L.F.	\$ 224.10	\$ 130.80	\$ -	\$ 354.90
15.00	260526803800	Insulated ground wire, copper, stranded, 2/0	C.L.F.	\$ 4,377.45	\$ 1,480.35	\$ -	\$ 5,857.80
275.00	260533131870	Rigid galvanized steel conduit, 2" diameter, to 10' H, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF	L.F.	\$ 3,520.00	\$ 1,754.50	\$ -	\$ 5,274.50
168.00	260533135020	Electric metallic tubing (EMT), 3/4" diameter, to 10' high, incl 2 terminations, 2 field bend elbows, and 11 couplings per 100 LF	L.F.	\$ 283.92	\$ 369.60	\$ -	\$ 653.52
1085.00	260533135100	Electric metallic tubing (EMT), 2" diameter, to 10' high, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF	L.F.	\$ 7,562.45	\$ 3,884.30	\$ -	\$ 11,446.75
785.00	260533135180	Electric metallic tubing (EMT), 4" diameter, to 10' high, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF	L.F.	\$ 14,969.95	\$ 5,620.60	\$ -	\$ 20,590.55
48.00	260533135400	EMT offsets, 1-1/2" diameter, to 15' H	Ea.	\$ -	\$ 495.84	\$ -	\$ 495.84
17.00	260533136340	EMT couplings, set screw, steel, 3" diameter, to 15' H	Ea.	\$ 164.22	\$ 82.79	\$ -	\$ 247.01
18.00	260533137670	EMT-T fittings with covers, set screw, 2" diameter, to 15' H	Ea.	\$ 528.84	\$ 644.40	\$ -	\$ 1,173.24
167.00	260533140280	Electric metallic tubing, 1-1/2" diameter, to 10' high, includes 11 couplings per 100'	L.F.	\$ 856.71	\$ 312.29	\$ -	\$ 1,169.00
159.00	260533140300	Electric metallic tubing, 2" diameter, to 10' high, includes 11 couplings per 100'	L.F.	\$ 966.72	\$ 349.80	\$ -	\$ 1,316.52
325.00	260533140340	Electric metallic tubing, 3" diameter, to 10' high, includes 11 couplings per 100'	L.F.	\$ 3,916.25	\$ 1,261.00	\$ -	\$ 5,177.25
18.00	260533154200	Rigid galvanized steel conduit nipples, 4" diameter, 4" long, incl locknuts and bushings	Ea.	\$ 4,804.74	\$ 644.40	\$ -	\$ 5,449.14
31.00	260533160050	Outlet boxes, pressed steel, for Romex or BX, with bracket, 4" octagon	Ea.	\$ 171.43	\$ 441.13	\$ -	\$ 612.56
33.00	260533160150	Outlet boxes, pressed steel, 4" square	Ea.	\$ 84.81	\$ 469.59	\$ -	\$ 554.40
152.00	260533160500	Outlet boxes, pressed steel, plaster rings, 4-11/16" square	Ea.	\$ 825.36	\$ 823.84	\$ -	\$ 1,649.20
169.00	260533250050	Conduit fittings for rigid galvanized steel, standard, locknuts, 1/2" diameter	Ea.	\$ 55.77	\$ -	\$ -	\$ 55.77
22.00	260533251130	Conduit fittings for rigid galvanized steel, bushings, plastic, 1/2" diameter	Ea.	\$ 4.18	\$ 157.52	\$ -	\$ 161.70
9.00	260533252250	Conduit fittings for rigid galvanized steel, boxes connector with set screw, insulated, 4" diameter	Ea.	\$ 2,250.00	\$ 258.21	\$ -	\$ 2,508.21
16.00	260533300310	Electrical nonmetallic tubing (ENT), connectors, to outlet boxes, 3/4" diameter	Ea.	\$ 54.08	\$ 21.76	\$ -	\$ 75.84
9.00	260923100100	Lighting devices, occupancy sensors, passive infrared, ceiling mounted	Ea.	\$ 1,407.33	\$ 367.65	\$ -	\$ 1,774.98
18.00	260923100200	Lighting devices, vacancy sensors, passive infrared, ceiling mounted	Ea.	\$ 752.94	\$ 793.08	\$ -	\$ 1,546.02
6.00	260923100400	Lighting devices, remote power pack	Ea.	\$ 250.98	\$ 172.14	\$ -	\$ 423.12
1.00	260926100140	Lighting control relay panel, 48 relay, with timeclock	Ea.	\$ 1,668.30	\$ 286.88	\$ -	\$ 1,955.18
89.00	265113550120	Interior LED fixtures, downlight, recess mounted, 36 watt, 10" diameter, incl lamps, mounting hardware and connections	Ea.	\$ 34,571.16	\$ 3,186.20	\$ -	\$ 37,757.36
18.00	265113553020	Interior LED fixtures, linear, suspended mounted, 74 watt, two light bar 4' long, incl lamps, mounting hardware and connections	Ea.	\$ 8,605.44	\$ 908.82	\$ -	\$ 9,514.26
37.00	265113556100	Interior LED fixtures, garage, pendant mounted, 80 watts	Ea.	\$ 29,665.86	\$ 3,260.81	\$ -	\$ 32,926.67
5.00	265213100700	Emergency lighting units, nickel cadmium battery operated, twin sealed beam light, 25 W, 6 V each	Ea.	\$ 1,842.60	\$ 358.00	\$ -	\$ 2,200.60
8.00	265563103130	Vandal resistant tall wallpack, high abuse lighting w/lamp, bronze	Ea.	\$ 1,330.64	\$ 425.92	\$ -	\$ 1,756.56
72.00	270529100110	Cable support, J-hook, single tier, single sided, 1" diameter	Ea.	\$ 241.20	\$ 300.96	\$ -	\$ 542.16
24.00	270529100120	Cable support, J-hook, single tier, single sided, 1-1/2" diameter	Ea.	\$ 99.12	\$ 101.28	\$ -	\$ 200.40
47.00	270529100130	Cable support, J-hook, single tier, single sided, 2" diameter	Ea.	\$ 236.41	\$ 200.69	\$ -	\$ 437.10
24.00	270529100140	Cable support, J-hook, single tier, single sided, 4" diameter	Ea.	\$ 247.44	\$ 102.96	\$ -	\$ 350.40
48.00	270529100330	Cable support, J-hook, double tier, single sided, 2" diameter	Ea.	\$ 1,099.68	\$ 204.96	\$ -	\$ 1,304.64
16.00	270529100340	Cable support, J-hook, double tier, single sided, 4" diameter	Ea.	\$ 645.44	\$ 69.44	\$ -	\$ 714.88
22.00	270529100530	Cable support, J-hook, triple tier, single sided, 2" diameter	Ea.	\$ 657.36	\$ 94.82	\$ -	\$ 752.18
16.00	270529100540	Cable support, J-hook, triple tier, single sided, 4" diameter	Ea.	\$ 756.96	\$ 69.76	\$ -	\$ 826.72
155.00	271323130105	Fiber optic cable, 12 strand, multi mode	C.L.F.	\$ 14,897.05	\$ 6,652.60	\$ -	\$ 21,549.65
115.00	271323130300	Fiber optic connector	Ea.	\$ 3,722.55	\$ 1,371.95	\$ -	\$ 5,094.50
112.00	271513137210	Unshielded twisted pair (UTP) cable, solid, PVC jacket, #24, 4 pair, category 5e	C.L.F.	\$ 3,513.44	\$ 4,575.20	\$ -	\$ 8,088.64
250.00	271513137214	Unshielded twisted pair (UTP) cable, stranded, PVC jacket, #24, 4 pair, category 5e	C.L.F.	\$ 8,715.00	\$ 10,212.50	\$ -	\$ 18,927.50

165.00	271513137240	Unshielded twisted pair (UTP) cable, solid, PVC jacket, #24, 4 pair, category 6	C.L.F.	\$ 13,393.05	\$ 6,740.25	\$ -	\$ 20,133.30
44.00	271513137314	Unshielded twisted pair (UTP) jack, RJ45, category 5e	Ea.	\$ 405.24	\$ 194.04	\$ -	\$ 599.28
45.00	271513137316	Unshielded twisted pair (UTP) jack, RJ45, category 6	Ea.	\$ 306.90	\$ 198.45	\$ -	\$ 505.35
18.00	271513137401	Voice/data expansion module, modular jack, cat 6 keystone, RJ45, office white, cat 6 keystone, RJ45, office white	Ea.	\$ 199.98	\$ 313.92	\$ -	\$ 513.90
19.00	271513137420	Voice/data expansion module, 5M, RJ45, 568B, cord set, 5M, RJ45, 568B, cord set	Ea.	\$ 785.27	\$ 331.36	\$ -	\$ 1,116.63
28.00	271543130300	Data outlets, single opening, excl voice/data devices	Ea.	\$ 239.96	\$ 167.16	\$ -	\$ 407.12
22.00	271543131040	Voice/data wall plate, plastic, 1 gang, 3-port, excl voice/data devices	Ea.	\$ 49.94	\$ 87.34	\$ -	\$ 137.28
7.00	271543131080	Voice/data wall plate, plastic, 1 gang, 6-port, excl voice/data devices	Ea.	\$ 15.05	\$ 27.79	\$ -	\$ 42.84
8.00	271543131100	Voice/data wall plate, plastic, 2 gang, 6-port, excl voice/data devices	Ea.	\$ 36.72	\$ 47.76	\$ -	\$ 84.48
1.00	283116502600	Detection system, indicating panels, 40 channel, excl. wires & conduit	Ea.	\$ 4,969.33	\$ 905.30	\$ -	\$ 5,874.63
1.00	284611218730	Continuous air monitoring system, consists of base unit, PC, & 2 remote sensors, PC based, incl. remote sensors, minimum	Ea.	\$ 40,460.90	\$ 4,115.00	\$ -	\$ 44,575.90
1.00	311110100350	Clearing & grubbing, heavy stumps, to 24" diameter, grub stumps and remove	Acre	\$ -	\$ 3,146.50	\$ 6,526.00	\$ 9,672.50
0.25	311313200570	Selective tree and shrub removal, selective felling & piling, large tract, firm level terrain, no boulders, 300 H.P. dozer, more than 600 trees per acre, 75% to 100% hardwoods, less than 12" diameter trees, with tractor	Acre	\$ -	\$ 628.03	\$ 1,995.50	\$ 2,623.53
25.00	312316131400	Excavating, trench or continuous footing, common earth, by hand with pick and shovel, 2' to 6' deep, light soil, excludes sheeting or dewatering	B.C.Y.	\$ -	\$ 1,338.75	\$ -	\$ 1,338.75
38.00	312316131700	Excavating, trench or continuous footing, common earth, for tamping backfilled trenches, 6" lift, air tamped, excludes sheeting or dewatering, add	B.C.Y.	\$ -	\$ 162.64	\$ 45.60	\$ 208.24
1.00	320130101300	Site maintenance, flower bed maintenance, weed mulched bed	M.S.F.	\$ -	\$ 21.32	\$ -	\$ 21.32
1.00	320130106810	Site maintenance, shrub maintenance, weed, spray out	M.S.F.	\$ -	\$ 13.35	\$ -	\$ 13.35
1050.00	320610101050	Sidewalks, driveways, and patios, sidewalk, crushed stone, bluestone, 1" thick, excludes base	S.F.	\$ 199.50	\$ 525.00	\$ -	\$ 724.50
8.00	321123231510	Base course drainage layers, aggregate base course for roadways and large paved areas, sand, washed and graded, compacted, 3/4", 3" deep	B.C.Y.	\$ 192.16	\$ 42.48	\$ 96.96	\$ 331.60
5.00	321123231520	Base course drainage layers, aggregate base course for roadways and large paved areas, alternate method to figure base course, crushed stone, compacted, 1-1/2", 4" deep	B.C.Y.	\$ 120.10	\$ 26.75	\$ 46.00	\$ 192.85
100.00	321123236000	Base course drainage layers, for roadways and large paved areas, stabilization fabric, polypropylene, 6 oz./S.Y.	S.Y.	\$ 21.00	\$ 12.00	\$ 3.00	\$ 36.00
345.00	321723140790	Pavement markings, layout of pavement marking	L.F.	\$ -	\$ 13.80	\$ 6.90	\$ 20.70
21.00	321723140800	Pavement markings, parking stall, paint, white, 4" wide	Stall	\$ 288.33	\$ 45.36	\$ 33.60	\$ 367.29
21.00	321723140825	Pavement markings, parking stall, paint, white, small quantities, 4" wide	Stall	\$ 576.66	\$ 204.54	\$ -	\$ 781.20
1.00	321723141200	Pavement markings, handicap symbol, painted	Ea.	\$ 34.32	\$ 19.47	\$ -	\$ 53.79
7.00	328423101298	Underground sprinklers irrigation system, for lawns, impact rotor pop-up full circle, commercial, iron case, 2 nozzle, rubber cover, 39' - 99', 30-100 psi, excludes piping, excavation and backfill	Ea.	\$ 1,617.77	\$ 387.24	\$ -	\$ 2,005.01
4.00	328423101305	Underground sprinklers irrigation system, for lawns, electric remote control valve, plastic, 3/4", 5-30 GPM, 15-125 psi, excludes piping, excavation and backfill	Ea.	\$ 88.96	\$ 245.64	\$ -	\$ 334.60
1.00	328423101430	Underground sprinklers irrigation system, for lawns, electromechanical control, dual program, 23 station, excludes piping, excavation and backfill	Ea.	\$ 967.00	\$ 6,927.38	\$ -	\$ 7,894.38
1.00	328423101460	Underground sprinklers irrigation system, for lawns, backflow preventer, bronze, with valves, test cocks, 0-175 psi, 1-1/2"	Ea.	\$ 904.15	\$ 184.73	\$ -	\$ 1,088.88
1.00	328423101490	Underground sprinklers irrigation system, for lawns, pressure vacuum breaker, brass, 15 - 150 psi, 1"	Ea.	\$ 123.78	\$ 184.73	\$ -	\$ 308.51
4.20	329113260100	Planting beds preparation, backfill planting pit, on site topsoil, by hand	C.Y.	\$ -	\$ 193.37	\$ -	\$ 193.37
8.00	329113261000	Planting beds preparation, excavate planting pit, sandy soil, by hand	C.Y.	\$ -	\$ 415.84	\$ -	\$ 415.84
17.00	329313100600	Ground cover, stone chips, Georgia marble, in 50 lb. bags	Bag	\$ 74.29	\$ 41.31	\$ -	\$ 115.60
11.00	329313100700	Ground cover, stone chips, onyx gemstone, in 50 lb. bags	Bag	\$ 463.98	\$ 53.46	\$ -	\$ 517.44
17.00	329313100800	Ground cover, stone chips, quartz, in 50 lb. bags	Bag	\$ 309.23	\$ 82.62	\$ -	\$ 391.85
6.16	329313100900	Ground cover, pea gravel, truckload lots	Ton	\$ 55.32	\$ 277.51	\$ -	\$ 332.82
0.01	329313202600	Ground cover and vines, memorial rose, 333/M.S.F., 9"-12", 1 gallon container, includes planting only, excludes preparation of beds	M.S.F.	\$ 11.03	\$ 14.11	\$ -	\$ 25.14
40.00	329343100330	Planting, trees, shrubs and ground cover, light soil, container, 5 gallon, includes planting only	Ea.	\$ -	\$ 1,148.40	\$ -	\$ 1,148.40
2.00	329343201800	Deciduous trees, oak, balled & burlapped (B&B), 2-1/2"-3" caliper, in prepared beds	Ea.	\$ 308.06	\$ 613.80	\$ 289.12	\$ 1,210.98
2.00	329450101100	Tree guying, guy wire and wrap, less than 3" caliper, 3" anchors, includes arrowhead anchor, cable, turnbuckles and wrap	Ea.	\$ 97.52	\$ 83.16	\$ -	\$ 180.68
1.00	330130750090	CURED-IN-PLACE PIPE LINING, Stormwater, mobilize - (Any Size) 1 Mob per Job.	Job	\$ -	\$ 5,582.50	\$ 47.32	\$ 5,629.82
2.00	331413258540	Water supply distribution piping, fitting w/rubber gasket, polyvinyl chloride, repair coupling, 8" diameter, class 150, DR 18, excludes excavation or backfill	Ea.	\$ 292.20	\$ 33.38	\$ -	\$ 325.58
1.00	331413457165	Water supply distribution piping, fittings, brass, corporation stops, no lead, 3/4" diameter, excludes excavation or backfill	Ea.	\$ 96.43	\$ 19.97	\$ -	\$ 116.40
2.00	331417154700	Water service connection, ductile iron, cement lined, 10" main, 4" branch, class 50 water piping, drill, tap & insert gate valve (labor only), excludes excavation or backfill	Ea.	\$ -	\$ 750.96	\$ 195.52	\$ 946.48
2.00	331417157900	Water service connection, tapping valve, M.J, ductile iron, 4", includes gaskets, excludes excavation and backfill	Ea.	\$ 1,655.80	\$ 112.64	\$ 29.32	\$ 1,797.76
2.00	331417158000	Water service connection, tapping sleeves with rubber gaskets, 4" x 4", excludes excavation and backfill	Ea.	\$ 2,629.80	\$ 54.84	\$ 14.24	\$ 2,698.88
1.00	331419209000	Water utility distribution valve, gate valve, N.R.S. post type, with rubber gaskets, 4" diameter, includes indicator post, excludes excavation and backfill	Ea.	\$ 2,922.00	\$ 137.08	\$ 52.52	\$ 3,116.60

Grand Total

\$ 1,715,267.90 \$ 699,162.39 \$ 40,098.28 \$ 2,353,833.13

FACILITY CONDITIONS		TOTAL	COMMENT
DIV	DESCRIPTION		
002	DEMOLITION	\$139,435.00	
	DEMO SITE	\$32,000.00	3463 SF @ 8.50SF
	DEMO BUILDING	\$48,000.00	
	EXISTING ROOF TILE	\$59,435.00	
003	CONCRETE	\$0.00	
	PERIMETER FOOTING		
	COLUMN FOOTINGS		
	SLAB ON GRADE		
	TRENCH DRAINS @ APPARATUS BAY		
	ELEVATED SLAB		
004	MASONRY	\$41,720.00	
	CMU	\$41,720.00	1220 SF @ 34/SF
005	METALS	\$54,295.00	
	STRUCTURAL STEEL	\$6,327.00	
	IRON FENCE	\$25,500.00	
	RAILINGS	\$7,468.00	
	STAIRS FINISH	\$15,000.00	
006	WOOD AND PLASTICS	\$49,426.00	
	ROOF DECK/BLOCKING	\$23,200.00	
	MILLWORK	\$26,226.00	
007	THERMAL AND MOISTURE	\$125,152.00	
	SIMULATED SPANISH CLAY TILE METAL ROOF	\$97,152.00	3463 S.F.@ 9.30/S.F
	INSULATION	\$22,000.00	
	JOINT SEALANT	\$6,000.00	
008	OPENINGS	\$230,724.00	
	HM DOOR FRAME	\$13,344.00	
	WOOD DOORS	\$5,737.00	
	WI DOOR SCREENS	\$6,500.00	
	HARDWARE	\$24,500.00	
	OVERHEAD INSULATED DOORS	\$30,000.00	3 DOORS @ APPARATUS BAY
	WINDOWS	\$135,643.00	
	ALUMINUM STOREFRONT	\$15,000.00	300SF@50/SF
009	FINISHES	\$374,205.00	
	GWB WALLS	\$49,113.00	
	GWB CEILING	\$51,051.00	3612 SF @ 12SF
	PORCELAIN TILE	\$34,000.00	
	ATHLETIC RUBBER FLOORING	\$20,350.00	575SF@18SF
	POLISHED CONCRETE	\$53,750.00	2870SF@15SF
	CONCRETE FLOOR SEALER	\$17,360.00	
	PAINT WALLS INTERIOR	\$51,400.00	
	BRICK/STONE REPOINT	\$84,128.00	5344 S.F. @12/SF
	GUTTERS	\$6,800.00	
	DOWNSPOUTS	\$6,253.00	
010	SPECIALTIES	\$47,600.00	
	BATHROOM SPECIALTIES	\$14,800.00	
	SIGNAGE	\$5,800.00	
	FIRE EXTINGUISHERS/CABINETS	\$5,000.00	
	EXISTING WOOD CABINETS/BEDS REFINISH	\$22,000.00	REPLACE HARDWARE
011	EQUIPMENT	\$156,855.00	
	EXTRACTOR	\$15,981.00	3 REFRIGERATORS, RANGE, HOOD
	HOOD	\$16,605.00	
	REFRIGERATORS 3	\$5,447.00	
	WASHER / DRYER	\$5,447.00	
	GAS STOVE	\$12,675.00	

22 16 00
FIRE STATION 03

COST PROJECTION
2026 04 30 - FINAL CDs
AREA: 7200 SF

	TV's (3)	\$8,500.00	
	GEAR LOCKERS	\$24,000.00	
	STAINLESS STEEL KITCHEN CABINETS	\$67,000.00	
	GEAR ROOM -STORAGE CABINET	\$1,200.00	
012	FURNISHINGS	\$67,935.00	
	WINDOW TREATMENT	\$10,500.00	
	FURNITURE	\$57,435.00	
013	SPECIAL CONSTRUCTION	\$12,000.00	
	RADIO ENCODER RELOCATION	\$12,000.00	
021	FIRE SUPPRESSION	\$0.00	
	SPRINKLER SYSTEM		
022	PLUMBING	\$131,900.00	14/SF
	ROUGH-IN	\$38,400.00	
	FIXTURES	\$59,500.00	
	SEWER	\$34,000.00	
023	MECHANICAL	\$485,000.00	40/SF
	AIR DISTRIBUTION	\$22,000.00	
	BOILER	\$14,000.00	
	EXHAUST FANS	\$14,200.00	
	HVAC EQUIPMENT	\$320,000.00	4905 SF@65/SF(VRF)
	APP BAY EXHAUST	\$18,200.00	
	SPACE HEATERS	\$16,400.00	
	REFRIGERANT PIPING	\$14,000.00	
	TESTING/BALANCING	\$16,200.00	
	HVAC CONTROLS	\$16,000.00	
	VEHICLE EXHAUST SYTEM	\$34,000.00	
026	ELECTRICAL	\$389,149.00	40/SF
	ELECTRICAL SERVICE	\$22,000.00	
	ELECTRICAL DEMOLITION	\$44,000.00	
	ELECTRICAL ROUGH-IN	\$107,535.00	
	DATA ROUGH-IN	\$86,000.00	
	LIGHTING	\$84,000.00	
	ALERTING SYSTEM LIGHTING CONTROL	\$34,800.00	
	SPEAKERS	\$10,814.00	
027	COMMUNICATIONS	\$76,200.00	
	COMMUNICATIONS SYSTEMS	\$76,200.00	
028	SECURITY SYSTEMS	\$31,200.00	
	FIRE ALARM SYSTEM		
	STATION ALERT SYSTEM		
	PA SYSTEM ROUGH-IN	\$14,400.00	
	SECURITY SYSTEM ROUGH-IN	\$16,800.00	
031	EARTHWORK	\$0.00	
	SITE GRADING		
032	EXTERIOR IMPROVEMENTS	\$129,375.00	
	CONCRETE CURBS	\$14,000.00	
	CONCRETE DRIVEWAY + APRON	\$60,000.00	
	EXTERIOR PAINT	\$17,375.00	
	TRAFFIC SIGNAGE	\$5,000.00	
	PAVEMENT MARKINGS	\$5,000.00	
	LANDSCAPING & IRRIGATIONS	\$28,000.00	
SUBTOTAL		\$2,542,171.00	
GENERAL CONDITIONS 7%		\$177,951.97	
GENERAL CONTRACTOR OVERHEAD 3%		\$81,603.69	
GENERAL CONTRACTOR PROFIT 3%		\$84,051.80	
BONDS AND INSURANCE 1%		\$28,857.78	
CONTINGENCY 5%		\$145,731.81	
GRAND TOTAL		\$3,060,368.06	Cost Per SF \$425.05

PeopleSoft GL
BUDGET STATUS REPORT

Page No. 1
Run Date 06/26/2026
Run Time 10:10:45

Report ID: GLS8020
Bus. Unit: CEP01--City of El Paso
Ledger Grp: DETAIL_CC -- EXPENSE DETAIL LEDGER
Currency : USD
Chartfields Criteria
Department: All values
Account: All values

Fund: All values
Program: All values

Division: All values

Project: PCP22FS03RENOV8

Budget Period: All values

<u>Department</u> <u>Account</u>	<u>Fund</u> <u>Program</u>	<u>Division</u>	<u>Project</u> <u>Acct Descr</u>	<u>Budget Period</u>	<u>Budget</u>	<u>Assoc Revenue</u>	<u>PreEncumbrance</u>	<u>Encumbrance</u>	<u>Expense</u>	<u>Remaining</u>
190	4820	29090	PCP22FS03RENOV8	ALLYEARS						
580090			FURNITURE FIXTURES & EQUIPM		100,000.00	0.00	0.00	0.00	0.00	100,000.00
580100			IT EQUIPMENT		100,000.00	0.00	0.00	0.00	0.00	100,000.00
580160			ARCHITECTURE AND DESIGN (CW		216,724.00	0.00	0.00	30,666.10	183,827.90	2,230.00
580210			CITY ENGINEERING CHARGES (C		116,910.00	0.00	0.00	0.00	122,010.00	-5,100.00
580220			CITY ADMIN CHARGES (CWIP)		19,485.00	0.00	0.00	0.00	0.00	19,485.00
580230			CITY CONSTRUCT CHARGES (CWI		33,897.00	0.00	0.00	0.00	0.00	33,897.00
580240			TESTING (CWIP)		130,000.00	0.00	0.00	0.00	0.00	130,000.00
580260			INSPECTIONS (CWIP)		77,940.00	0.00	0.00	0.00	0.00	77,940.00
580270			CONSTRUCTION (CWIP)		2,543,370.50	0.00	0.00	0.00	0.00	2,543,370.50
580272			CONSTRUCTION CONTINGENCY		297,081.10	0.00	0.00	0.00	0.00	297,081.10
580280			PROJECT CONSULTING		12,642.10	0.00	0.00	18,636.25	5,497.60	-11,491.75
Grand Total :					3,648,049.70	0.00	0.00	49,302.35	311,335.50	3,287,411.85

End of Report

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	Omar Veliz
Business Name	Veliz Company, LLC dba Veliz Construction
Agenda Item Type	Task Order Award
Relevant Department	Capital Improvement

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: Omar Veliz Digitally signed by Omar Veliz
Date: 2026.07.02 17:47:05 -06'00' Date: 7-2-26