

RENARD U. JOHNSON
MAYOR

DIONNE MACK
CITY MANAGER



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

MINUTES FOR REGULAR COUNCIL MEETING

April 28, 2026
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:00 AM

9:00 A.M. PLEDGE OF ALLEGIANCE

**Ysleta Middle School and Ysleta High School at the Invitation of
City Representative Lily Limón**

**Isabella Mendez
Alfredo Mendez**

MAYOR'S PROCLAMATIONS

Bart Reed's El Paso Comic Strip Day

El Paso Alumnae Chapter, Delta Sigma Theta Sorority, Incorporated Delta Day

800th Anniversary of the Transitus of St. Francis

National Travel & Tourism Week (2026)

El Paso Elites Unity Day

10:00 AM ROLL CALL

The City Council of the City of El Paso met on the above time and date. The meeting was called to order at 10:21 a.m. Mayor Renard U. Johnson was present and presiding, and the following Council Members answered roll call: Alejandra Chávez, Josh Acevedo, Cynthia Boyar Trejo, Ivan Niño, Art Fierro, Lily Limón, and Chris Canales. Late arrival: Deanna Maldonado-Rocha at 10:22 a.m.

INVOCATION BY EL PASO POLICE CHAPLAIN JOE MARATTA

PUBLIC COMMENT ON CONSENT AGENDA AND REGULAR AGENDA ITEMS

The following members of the public commented:

1. Mr. Ryan Anderson – Item 23
2. Mr. Daniel Hernandez – Item 56
3. Mr. Gilberto Carlos – Item 56

4. Mr. Christopher Lopez – Item 56
5. Mr. Victor Manuel Ramirez – Item 56
6. Mr. Ivan Rodriguez – Item 56
7. Mr. Juan Nunez – Item 56
8. Mr. Saul Arras – Item 56
9. Mr. Manuel Lerma – Item 56
10. Ms. Veronica Carbajal – Item 63
11. Ms. Virginia Beltran – Item 63
12. Mr. Saul Gonzalez – Item 63
13. Mr. David Espino – Item 64
14. Mr. Roberto Avalos – Item 64
15. Ms. Maiya Ngsu – Item 64
16. Mr. Harry White – Item 64

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

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The following members of the public commented:

1. Ms. Elizabeth Crawford
2. Mr. Albert Rivera
3. Ms. Claudia Contreras Siller
4. Mr. Ron Comeau
5. Ms. Olga Gonzalez
6. Ms. Hortencia Arellano Chavez
7. Ms. Rosario Cano
8. Mr. Juan Benitez
9. Mr. Luis Ruiz
10. Mr. Marius Ruja
11. Mr. Sean Herold
12. Mr. Jose Miguel Reyes
13. Mr. Jay Mania
14. Mr. Harry White
15. Mr. Habiba Khan
16. Ms. Ariana Elker
17. Ms. Maria Torres
18. Mr. Miguel Escoto
19. Mr. Gordon Thatcher

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NOTICE TO THE PUBLIC

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

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

NAYS: None

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1. *Motion made, seconded, and unanimously carried to **APPROVE** the Minutes of the Regular City Council Meeting of April 14, 2026, and the Work Session of April 13, 2026.
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CONSENT AGENDA – REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

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

CONSENT AGENDA – RESOLUTIONS:
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3. ***RESOLUTION**
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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager is authorized to execute a Temporary Construction License between the City of El Paso and the Texas Department of Transportation ("Department") for City-owned property located at 9600 Dyer St., El Paso, Texas, for the purpose of the Department performing work on pedestrian improvements adjacent to the existing right of way, including the demolition and reconstruction of sidewalks and driveways to meet American with Disabilities Act (ADA) standards.

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4. ***RESOLUTION**
.....

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

That the City Manager be authorized to sign a Butterfield Trail Industrial Park Lease between the City of El Paso and SL3 EP INDUSTRIAL, LP, for the following described property:

A portion of Lot 4 and a portion of Lot 5, Block 12, Butterfield Trail Industrial Park Unit Three, an addition to the City of El Paso, El Paso County, Texas, municipally known and numbered as 24 Spur Drive, El Paso, Texas 79906.

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5. ***RESOLUTION**
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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Butterfield Industrial Park Lease between the City of El Paso and SL3 EP INDUSTRIAL, LP, for the following described property:

All of Lot 4, and a portion of Lots 3 and 5, Block 13, Butterfield Trail Industrial Park Unit Two and a portion of Lot 8, Block 13, Butterfield Trail Industrial Park Unit Three, an addition to the City of El Paso, El Paso County, Texas, municipally known and numbered as 25 Spur Drive, El Paso, Texas 79906.

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6. ***RESOLUTION**
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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Butterfield Trail Industrial Park Lease between the City of El Paso and SL3 EP INDUSTRIAL, LP, for the following described property:

A portion of Lots 7, 8 and 9, Block 13, Butterfield Trail Industrial Park Unit Three, City of El Paso, El Paso County, Texas, municipally

known and numbered as 26 & 28 Walter Jones, El Paso, Texas 79906.

7.

***RESOLUTION**

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

That the City Manager be authorized to sign a Butterfield Trail Industrial Park Lease between the City of El Paso and SL3 EP INDUSTRIAL, LP., for the following described property:

A portion of Lot 5, Block 13, Butterfield Trail Industrial Park Unit Two and all of Lot 6 and a portion of Lot 7, Block 13, Butterfield Trail Industrial Park Unit Three, City of El Paso, El Paso County, Texas, municipally known and numbered as 27 Spur Drive, El Paso, Texas 79906.

8.

***RESOLUTION**

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

That the City Manager be authorized to sign a Butterfield Trail Industrial Park Lease between the City of El Paso and SL3 EP INDUSTRIAL, LP, for the following described property:

A portion of Lot 1 and a portion of Lot 2, Block 10, Butterfield Trail Industrial Park Unit Two, an addition to the City of El Paso, El Paso County, Texas, municipally known and numbered as 28 Butterfield Trail Blvd., El Paso, Texas 79906.

9.

***RESOLUTION**

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

That the City Manager be authorized to sign a Butterfield Trail Industrial Park Lease between the City of El Paso and SL3 EP Industrial, LP, for the following described property:

All of Lot 7 and a portion of Lot 8, Block 12, Butterfield Trail Industrial Park Unit Three, City of El Paso, El Paso County, Texas, municipally known and numbered as 28 Spur Drive, El Paso, Texas 79906.

10.

***RESOLUTION**

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

That the City Manager be authorized to sign a Butterfield Trail Industrial Park Lease between the City of El Paso and SL3 EP INDUSTRIAL, LP, for the following described property:

A portion of Lot 2 and a portion of Lot 3, Block 10, Butterfield Trail Industrial Park Unit Two, an addition to the City of El Paso, El Paso County, Texas, municipally known and numbered as 40 Butterfield Circle,

11.

***RESOLUTION**

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

That the City Manager be authorized to sign a Butterfield Trail Industrial Park Lease between the City of El Paso and SL3 EP INDUSTRIAL, LP, for the following described property:

A portion of Lot 1, a portion of Lot 2, a portion of Lot 3, and a portion of Lot 4, Block 10, Butterfield Trail Industrial Park Unit Two, an addition to the City of El Paso, El Paso County, Texas, municipally known and numbered as 42 Butterfield Circle, El Paso, Texas 79906.

12.

***RESOLUTION**

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

That the City Manager be authorized to sign an Air Cargo Lease Agreement between the City of El Paso (“Lessor”) and Worldwide Flight Services, Inc. (“Lessee”), for use of office and warehouse space, use of the loading dock and vehicle parking, ground service parking behind Air Cargo Building #3, and use of the utilities and common space, located at the El Paso International Airport, and numerically known as 301 George Perry Blvd. Suite J, El Paso, Texas 79925.

13.

***RESOLUTION**

WHEREAS, on October 22, 2024, the City of El Paso (City) awarded Contract No. 2024-0478 Citywide Backflow Inspections and Repairs to the following vendor:

1. Joanne Robles dba RRS Testing

WHEREAS, pursuant to Part 8, Section A (Termination for Convenience) the City is authorized to terminate the Contract for convenience; and

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

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

That the Director of Purchasing & Strategic Sourcing is authorized to notify Joanne Robles dba RRS Testing that the City is terminating Contract No. 2024-0478 Citywide Backflow Inspections and Repairs for convenience, pursuant to Contract Clauses (Terms & Conditions) - Part 8, Section A of this contract, due to the Scope of Work omitting licensing requirements needed for these services as awarded. As a result of the omission, the awarded vendor is unable to perform as needed under this contract and that the termination shall be effective as of April 28, 2026.

14.

***RESOLUTION**

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

That the City Manager, or designee, is authorized to sign an Event Support Contract by and between the City of El Paso, Texas, a municipal corporation existing under the laws of the State of Texas (the "City"), and MVP Management LLC ("Event Management"), to host the MVP Internationally Televised Boxing Event on May 30, 2026 and to make any budget transfers necessary to effectuate the Contract.

15.

***RESOLUTION**

WHEREAS, the Interlocal Cooperation Act, Sec 791.001, et seq., Texas Government Code authorizes local governments to contract with one another to carry out their governmental functions; and

WHEREAS, the cities of El Paso, Texas and Horizon City, Texas agree that providing information sharing and services on a regional basis will provide more efficient, effective, and less costly services for both cities, thereby saving the public costs and serves a governmental purpose; and

WHEREAS, public safety in the region is significantly enhanced with the continued operation of P25 radio system through improved communication and data availability for participating agencies.

NOW, THEREFORE, BE IT RESOLVED:

That the El Paso City Council authorizes the Mayor of the City of El Paso to enter into an Interlocal Agreement with Horizon City, Texas, to facilitate the shared administration, management, and use of the P25 radio system.

16.

***RESOLUTION**

WHEREAS, pursuant to Section 33.011(a)(1) of the Texas Tax Code ("Tax Code"), the governing body of a taxing unit shall waive penalties and may provide for the waiver of interest on a delinquent tax if an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district caused or resulted in the taxpayer's failure to pay the before delinquency date and if the tax is paid not later than the 21st day after the taxpayer knows or should know of the delinquency; and

WHEREAS, pursuant to Section 33.011(d) a request for waiver of penalties and interest pursuant to Section 33.011(a)(1) must be made before the 181st day after the delinquency date; and

WHEREAS, pursuant to Section 33.011(d) of the Tax Code, taxpayer, SUNRAY FAMILY DENTISTRY ("Taxpayer") requested a waiver of penalties and interest on February 27, 2026, before the 181st day after the delinquency date, in the amount of \$197.74 and \$595.13 for the 2025 delinquent taxes for the properties (*Prop ID 718388 and Prop ID 734503*) with the following legal description:

INV FURN CMP MACH SIGN and FURN MACH CMP SIGN

WHEREAS, the Taxpayer submits evidence sufficient to show that an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district caused or resulted in the taxpayer's failure to pay the before delinquency date and if the tax is paid not later than the 21st day after the taxpayer knows or should know of the delinquency.

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

THAT the Taxpayer, SUNRAY FAMILY DENTISTRY, has met the requirements of Section 33.011 of the Tax Code for the request of waiver of penalties and interest, and the City waives the penalty and interest amount on the \$197.74 and \$595.13 delinquent taxes, pursuant to Section 33.011(a)(1) of the Tax Code, in the amount of \$197.74 and \$595.13 for the properties (*Prop ID 718388 and Prop ID 734503*) with the following legal description:

INV FURN CMP MACH SIGN and FURN MACH CMP SIGN

17.

***RESOLUTION**

WHEREAS, pursuant to Section 33.011(a)(1) of the Texas Tax Code (“Tax Code”), the governing body of a taxing unit shall waive penalties and may provide for the waiver of interest on a delinquent tax if an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district caused or resulted in the taxpayer’s failure to pay the before delinquency date and if the tax is paid not later than the 21st day after the taxpayer knows or should know of the delinquency; and

WHEREAS, pursuant to Section 33.011(d) a request for waiver of penalties and interest pursuant to Section 33.011(a)(1) must be made before the 181st day after the delinquency date;

and

WHEREAS, pursuant to Section 33.011(d) of the Tax Code, taxpayer for properties Prop ID 710906 and Prop ID 710907 requested a waiver of penalties and interest on March 19, 2026, before the 181st day after the delinquency date, in the amount of \$218.91 for the 2025 delinquent taxes for the properties with the following legal description:

**BLK 17 EMERALD PARK #5 LOT 21, 215 EMERALD BRASS PL,
HORIZON CITY, TX 79928-6623**

and

**BLK 17 EMERALD PARK #5 LOT 22, 211 EMERALD BRASS PL,
HORIZON CITY, TX 79928-6623**

WHEREAS, the taxpayer submits evidence sufficient to show that an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district caused or resulted in the taxpayer’s failure to pay the before delinquency date and if the tax is paid not later than the 21st day after the taxpayer knows or should know of the delinquency.

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

THAT the taxpayer for properties Prop ID 710906 and Prop ID 710907, has met the requirements of Section 33.011 of the Tax Code for the request of waiver of penalties and interest, and the City waives the penalty and interest amount on the 2025 delinquent taxes, pursuant to Section 33.011(a)(1) of the Tax Code, in the amount of \$218.91 for the properties with the following legal description:

**BLK 17 EMERALD PARK #5 LOT 21, 215 EMERALD BRASS PL,
HORIZON CITY, TX 79928-6623**

and

**BLK 17 EMERALD PARK #5 LOT 22, 211 EMERALD BRASS PL,
HORIZON CITY, TX 79928-6623**

18.

***RESOLUTION**

WHEREAS, pursuant to Section 33.011(a)(1) of the Texas Tax Code (“Tax Code”), the governing body of a taxing unit shall waive penalties and may provide for the waiver of interest on a delinquent tax if an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district caused or resulted in the taxpayer’s failure to pay the before delinquency date and if the tax is paid not later than the 21st day after the taxpayer knows or should know of the delinquency; and

WHEREAS, pursuant to Section 33.011(d) a request for waiver of penalties and interest pursuant to Section 33.011(a)(1) must be made before the 181st day after the delinquency date; and

WHEREAS, pursuant to Section 33.011(d) of the Tax Code, taxpayer, ROSA M UGARTE LIVING TRUST (“Taxpayer”) requested a waiver of penalties and interest on March 16, 2026, before the 181st day after the delinquency date, in the amount of \$1,256.55 for the 2025 delinquent taxes for the property with the following legal description:

**155 VISTA DEL SOL #30 PT OF 1 BEG 75.33
FT N OF SEC (131.34 FT ON
ST-100 FT ON N-105.87 FT ON W-103.19 FT ON S)
(11860.17 SQ FT)**

WHEREAS, the Taxpayer submits evidence sufficient to show that an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district caused or resulted in the taxpayer’s failure to pay the before delinquency date and if the tax is paid not later than the 21st day after the taxpayer knows or should know of the delinquency.

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

THAT the Taxpayer, ROSA M UGARTE LIVING TRUST, has met the requirements of Section 33.011 of the Tax Code for the request of waiver of penalties and interest, and the City waives the penalty and interest amount on the 2025 delinquent taxes, pursuant to Section 33.011(a)(1) of the Tax Code, in the amount of \$1,256.55 for the property with the following legal description:

**155 VISTA DEL SOL #30 PT OF 1 BEG 75.33
FT N OF SEC (131.34 FT ON
ST-100 FT ON N-105.87 FT ON W-103.19 FT ON S)
(11860.17 SQ FT)**

19.

***RESOLUTION**

WHEREAS, pursuant to Section 33.011(j)(1) of the Tax Code, the governing body of a taxing unit shall waive penalties and interest on a delinquent tax of the taxpayer submits evidence sufficient to show that the taxpayer delivered payment for the tax before the delinquency to the United States Postal Service for delivery by mail, but an act or omission of

the postal service resulted in the taxpayer's payment being postmarked after the delinquency date; and

WHEREAS, pursuant to Section 33.011(d) a request for waiver of penalties and interest pursuant to Section 33.011(j)(1) must be made before the 181st day after the delinquency date; and

WHEREAS, pursuant to Section 33.011(d) of the Tax Code, taxpayer, IRMA N RUBIO (IRMA NUNEZ) ("Taxpayer") requested a waiver of penalties and interest on March 4, 2026, before the 181st day after the delinquency date, in the amount of \$544.47 for the 2025 delinquent taxes for the property with the following legal description:

4 VISTA DEL SOL #1 LOT 8 9450 SQ FT

WHEREAS, taxpayer submits evidence sufficient to show that the taxpayer delivered payment for the tax before the delinquency to the United States Postal Service for delivery by mail, but an act or omission of the postal service resulted in the taxpayer's payment being postmarked after the delinquency date.

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

THAT the Taxpayer, IRMA N RUBIO (IRMA NUNEZ), has met the requirements of Section 33.011 of the Tax Code for the request of waiver of penalties and interest and the City waives the penalty and interest amount on the 2025 delinquent taxes pursuant to Section 33.011(j)(1) of the Tax Code in the amount of \$544.47, for the property with the following legal description:

4 VISTA DEL SOL #1 LOT 8 9450 SQ FT

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20.

***RESOLUTION**

That the City Manager, or designee, is authorized to effectuate the purchase and closing of the property legally described as a portion of Tract 1, Block 79, Township 2, Texas & Pacific R.R. Surveys, El Paso County, Texas, situated within the corporate limits of the City of El Paso, El Paso County, Texas, including any and all improvements located on the property, for \$65,135.50.

Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with GFA, LLC for the purchase of the property; (2) sign any and all documents related or necessary to effectuate the purchase and closing of the property; (3) exercise all rights and obligations as provided in the Contract of Sale; (4) sign any documents necessary to effectuate any rights or obligations in relation to the purchase and closing of the property; (5) sign any contract amendments provided that such amendments do not increase the purchase price; and (6) effectuate any budget transfers necessary for the purchase and closing of the property.

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21.

***RESOLUTION**

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

That the Mayor is authorized to sign a First Amendment to Interlocal Agreement between the City of El Paso ("City"), a home rule municipal corporation, and the El Paso

Metropolitan Planning Organization, to extend the term of the Interlocal Agreement from May 31, 2026 to July 31, 2027, at no additional cost to the City.

22.

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

WHEREAS, on August, 2023, the City and Independent Contractor entered into an Independent Contractor Agreement on behalf of the Department of Public Health for the Pharmacist position; and

WHEREAS, the Agreement may be amended under the provision of Section 4 of the Agreement; and

WHEREAS, both parties are pleased with the services provided, and now wish to amend language within the agreement which includes the duration of the agreement, the compensation to clearly state services will not exceed \$60,000 per year.

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

THAT the City Manager, be authorized to sign a Second Amendment to the Independent Contractor Agreement (the "Agreement") between the City of El Paso, Texas ("City of El Paso") and Pablo Marrero-Nunez for the latter to provide services as a Pharmacist to the City of El Paso, for a yearly amount not to exceed \$60,000 through August 31, 2027, with the City Manager being authorized to administratively extend the Agreement for an additional one year period from September 1, 2027 through August 31, 2028.

23.

TAKEN WITH ITEMS 64 AND 67

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

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43, Part 3, Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement task forces and agencies for economic motor vehicle theft, including catalytic converter theft; and

WHEREAS, this grant program will assist this jurisdiction to combat catalytic converter theft; and

WHEREAS, the El Paso City Council designated the City Manager or her designee as the City's authorized official.

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

1. **THAT**, the El Paso City Council authorizes the submission to the Motor Vehicle Crime Prevention Authority (MVCPA), grant application in the amount of \$693,334, for the City of El Paso Police Department project identified as "Senate Bill 224 Catalytic Converter Grant FY27" to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide a cash match in the amount of \$138,666.
3. **THAT**, the El Paso Police Department Auto Theft Task Force Lieutenant or designee is designated as the Program Director.

4. **THAT**, the City of El Paso agrees that in the event of loss or misuse of the MVCPA grant funds, the City of El Paso assures that the grant funds will be returned in full to MVCPA.
5. **THAT**, the City of El Paso's Deputy Chief Financial Officer, or designee, is designated as the Financial Officer for this grant.
6. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections, or extensions of the grant agreement which increase, decrease, or de-obligate program funds, provided that no additional City funds are required.

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

The following City staff members commented:

- Ms. Dionne Mack, City Manager
- Assistant Police Chief Humberto Talamantes
- Police Chief Peter Pacillas
- Ms. Karla Nieman, City Attorney
- Ms. Claudia Garcia, Purchasing and Strategic Sourcing Director
- Mr. Eric Gutierrez, Senior Assistant City Attorney
- Ms. Araceli Guerra, Deputy City Manager

Representative Canales requested that an abstract of his statements be attached to the minutes.

1ST MOTION

*Motion made, seconded, and unanimously carried to **MOVE** item number 23 to the **REGULAR AGENDA**.

2ND MOTION (MAIN MOTION)

Motion made by Representative Canales, seconded by Representative Limón, to **DENY** the Resolutions for items 23 and 67.

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

NAYS: Representatives Chávez, Maldonado-Rocha, Niño, and Fierro

Mayor Johnson broke the tie by voting "NAY". THE MOTION FAILED.

3RD MOTION

Motion made, seconded, and unanimously carried to **RECONSIDER** the Resolutions for items 23 and 67.

(MAIN MOTION)

Motion made by Representative Canales, seconded by Representative Limón, to **DENY** the Resolutions for items 23 and 67.

4TH MOTION

Motion made, seconded, and unanimously carried to **SUSPEND THE RULES OF ORDER** to allow for additional public comment on items 23, 64, and 67.

5TH MOTION

Motion made by Representative Niño, seconded by Representative Boyar Trejo, and unanimously carried to **AMEND** the motion to **DIRECT** the City Manager to omit any reference to “Flock” on the grant applications and only reference License Plate Recognition (LPR) camera technology.

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

NAYS: None

6TH MOTION (MAIN MOTION)

Motion made by Representative Canales, seconded by Representative Limón, to **DENY** the Resolutions for items 23 and 67.

AYES: Representatives Acevedo and Canales

NAYS: Representatives Chávez, Maldonado-Rocha, Boyar Trejo, Niño, and Fierro

ABSTAIN: Representative Limón

THE MOTION FAILED.

7TH MOTION

Motion made, seconded, and unanimously carried to **RECONSIDER** the Resolutions for items 23 and 67.

8TH MOTION (MAIN MOTION)

Motion made by Representative Canales, seconded by Representative Limón, to **DENY** the Resolutions for items 23 and 67.

AYES: Representatives Acevedo and Canales

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

THE MOTION FAILED.

9TH MOTION

Motion made, seconded, and unanimously carried to **RECONSIDER** the Resolutions for items 23 and 67.

10TH MOTION (MAIN MOTION)

Motion made by Representative Canales, seconded by Representative Limón, to **DENY** the Resolutions for items 23 and 67.

AYES: Representatives Acevedo, Limón, and Canales

NAYS: Representatives Chávez, Maldonado-Rocha, Boyar Trejo, Niño, and Fierro

THE MOTION FAILED.

11TH AND FINAL MOTION (MAIN MOTION)

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Fierro, and carried to **APPROVE** the Resolutions for items 23 and 67.

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

NAYS: Representatives Acevedo, Limón, and Canales

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CONSENT AGENDA – BOARD RE-APPOINTMENTS:
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24. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Representative Art Fierro to the City of El Paso Employees Retirement Trust Board of Trustees by Mayor Renard U. Johnson.

25. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Deborah Hamlyn to the City of El Paso Employees Retirement Trust Board of Trustees by Mayor Renard U. Johnson.

26. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Michael Adjemian to the Parks and Recreation Advisory Board by Representative Deanna Maldonado-Rocha, District 3.

Representative Maldonado Rocha thanked all the appointees.

27. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Deborah Zuloaga to the Parks and Recreation Advisory Board by Mayor Renard U. Johnson.

28. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Timothy Haddox to the Parks and Recreation Advisory Board by Representative Art Fierro, District 6.

29. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Marcella Carrillo to the Parks and Recreation Advisory Board, by Representative Lily Limón, District 7.

30. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Steve Ortega to the Tax Increment Reinvestment Zone Number 5 by Mayor Renard U. Johnson.

31. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Gilbert Izquierdo to the Tax Increment Reinvestment Zone Number 5 by Mayor Renard U. Johnson.

32. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Jim W. Dobrowolski to the City Plan Commission by Representative Chris Canales, District 8.

CONSENT AGENDA – BOARD APPOINTMENTS:

33. *Motion made, seconded, and unanimously carried to **APPOINT** Rudy Cavazos-Cavasier to the City Plan Commission by Representative Cynthia Boyar Trejo, District 4.

34. *Motion made, seconded, and unanimously carried to **APPOINT** John Bryan to the City Plan Commission by Representative Alejandra Chávez, District 1.

35. *Motion made, seconded, and unanimously carried to **APPOINT** Roberto Chávez to the Zoning Board of Adjustment, as an alternate member, by Representative Alejandra Chávez, District 1.

36. *Motion made, seconded, and unanimously carried to **APPOINT** Gertrud Konings-Dudin to the Open Space Advisory Board by Mayor Renard U. Johnson.

37. *Motion made, seconded, and unanimously carried to **APPOINT** Javier Rodriguez to the Open Space Advisory Board by Representative Lily Limón, District 7.

38. *Motion made, seconded, and unanimously carried to **APPOINT** Ramiro Cordova to the Capital Improvements Advisory Committee by Representative Cynthia Boyar Trejo, District 4.

39. *Motion made, seconded, and unanimously carried to **APPOINT** Debo A. Wakefield to the Veterans Advisory Committee by Mayor Renard U. Johnson.

40. *Motion made, seconded, and unanimously carried to **APPOINT** Mario Porras to the Tax Increment Reinvestment Zone Number 5 by Mayor Renard U. Johnson.

41. *Motion made, seconded, and unanimously carried to **APPOINT** Daniel Collins to the Parks and Recreation Advisory Board by Representative Josh Acevedo, District 2.

CONSENT AGENDA - NOTICE FOR NOTATION:

42. *Motion made, seconded, and unanimously carried to **NOTE** the P-Card Transactions for the period of February 21, 2026 to March 20, 2026 Special Projects, and Discretionary fund expenditures for Mayor, City Council Representatives, City Attorney’s Office, City Manager’s Office and staff.

CONSENT AGENDA – REQUEST FOR PROPOSAL:

43. **1ST MOTION**

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

2ND AND FINAL MOTION

Motion made by Representative Limón, seconded by Representative Maldonado-Rocha, and unanimously carried to **AWARD** Solicitation 2026-0211R Purchasing Assessment Consulting Services to Calyptus Consulting Group, Inc., for a term of one (1) year for an estimated amount of \$94,880.00.

Department:	Purchasing & Strategic Sourcing
Award to:	Calyptus Consulting Group, Inc.
City & State:	Cambridge, MA
Item(s):	All
Initial Term:	1 Year
Option Term:	N/A
Total Contract Time:	1 Year
Annual Estimated Award:	\$94,880.00
Initial Term Estimated Award:	\$94,880.00
Option Term Estimated Award:	N/A
Total Estimated Award:	\$94,880.00
Account:	999-1000-99999-544050
Funding Source:	Non-Departmental Contingency General Fund
Districts:	All

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

The Purchasing & Strategic Sourcing department recommend award as indicated to Calyptus Consulting Group, Inc., the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

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

Ms. Claudia Garcia, Purchasing and Strategic Sourcing Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

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

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

NAYS: None

44. 1ST MOTION

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

2ND MOTION

Motion made by Representative Limón, seconded by Representative Boyar Trejo, and carried to **AWARD** Solicitation 2026-0203R Federal Lobbying Services to Forward Global US, Inc. for an initial term of one (1) year for an estimated amount of \$200,000.00. The award also includes a one (1) year option for an estimated amount of \$200,000.00. The total contract time is for two (2) years for a total estimated amount of \$400,000.00.

Department:	Strategic & Legislative Affairs
Award to:	Forward Global US, Inc.
City & State:	Washington DC
Item(s):	All
Initial Term:	1 Year
Option Term:	1 Year
Total Contract Time:	2 Years
Annual Estimated Award:	\$200,000.00
Initial Term Estimated Award:	\$200,000.00
Option Term Estimated Award:	\$200,000.00
Total Estimated Award:	\$400,000.00
Account(s):	105 - 1000 - 11505 - 570000 564 - 3300 - 64830 - 521160 480 - 1000 - 48020 - 522150 - P4801 562 - 3000 - 62070 - 522150 - P6201
Funding Source(s):	SLA - Interfund Transfers (Uses) International Bridges - Management Consulting Services Economic and International Development - Outside Contracts El Paso International Airport - Outside Contracts
District(s):	All

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

The Purchasing & Strategic Sourcing and Strategic & Legislative Affairs departments recommend award as indicated to Forward Global US, Inc., the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.

Representatives Chávez, Acevedo, Maldonado-Rocha, Niño, Fierro, and Limón commented.

The following City staff members commented:

- Mr. Derrick Russell, Lead Procurement and Contract Analyst
- Mr. Omar Martinez, Legislative Affairs Assistant Director

The following Forward Global US, Inc. representatives commented:

- Ms. Micha Wallesen, Director of Government Relations
- Mr. Noe Garcia III, Managing Partner

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

NAYS: Representatives Acevedo and Fierro

3RD MOTION

Motion made, seconded, and unanimously carried to **RECONSIDER** the item.

4TH AND FINAL MOTION

Motion made by Representative Limón, seconded by Representative Fierro, and carried to **AWARD** the Solicitation.

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

NAYS: Representative Acevedo

CONSENT AGENDA – BIDS:

- 45.** *Motion made, seconded, and unanimously carried to **AWARD** Solicitation 2026-0198 Citywide Backflow Inspections and Repairs to El Paso JAG Inc. for a total contract time of three (3) years for a total estimated amount of \$150,000.00.

Department: Streets and Maintenance

Award to:	El Paso JAG Inc.
City & State:	El Paso, TX
Item(s):	All
Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	\$50,000.00
Term Estimated Award:	\$150,000.00
Option Term Estimated Award:	N/A
Total Estimated Award:	\$150,000.00
Account(s):	532 - 1000 - 31040 - 522260 - P3120
Funding Source(s):	General Fund
District(s):	All

This was a Low Bid Procurement for a replacement contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance departments recommend award as indicated to El Paso JAG 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.

-
46. *Motion made, seconded, and unanimously carried to **AUTHORIZE** the Director of Purchasing & Strategic Sourcing to increase contract 2024-0669 Thermoplastic Striping (Re-Bid) to Pavement Marking, LLC dba PMI Pavement Marking, LLC. This change order will increase referenced contract by \$417,000.00 for a total estimated amount not to exceed \$2,085,000.00.

Department:	Streets and Maintenance
Supplier:	Pavement Marking, LLC dba PMI Pavement Marking, LLC
City & State:	El Paso, TX
Current Contract Amount:	\$1,668,000.00
Change Order Amount:	\$417,000.00
Total Estimated Amount not to Exceed:	\$2,085,000.00
Account(s):	532-1000-32020-522270-P3254
Funding Source(s):	General Fund
District(s):	All

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

47. An Ordinance authorizing the conveyance of real property owned by the City of El Paso to EP AriaH Properties, LLC for the purchase price of \$799,129.00; such real property legally described as Lot 26, Block 3, Keystone Business Park, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Volume 76, page 83, 83A, and 83B, plat records of El Paso County, Texas.

48. An Ordinance authorizing the conveyance of real property owned by the City of El Paso to EP AriaH Properties, LLC for the purchase price of \$352,531.00; such real property legally described as Lot 25, Block 3, Keystone Business Park, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Volume 76, Page 83, 83A, and 83B, plat records of El Paso County, Texas.

PUBLIC HEARINGS WILL BE HELD ON MAY 12, 2026, FOR ITEMS 47 AND 48

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

Subject Property: 7912 North Loop Dr.
Applicant: Javier Llamas
Case Number: PZRZ25-00024

50. An Ordinance changing the zoning of the North 59 feet of Tract 49 and the South 59 feet of the North 118 feet of Tract 49, Map of Sunrise Acres, City of El Paso, El Paso County, Texas from R-4 (Residential) to A-2 (Apartment). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

Subject Property: North of Edgar Park Ave. and west of Gateway South Blvd.
Applicant: Frank Padilla Jr.
Case Number: PZRZ25-00026

PUBLIC HEARINGS WILL BE HELD ON MAY 26, 2026, FOR ITEMS 49 AND 50

51. An Ordinance amending Title 18 (Building and Construction), Chapter 18.46 (Landscape) of the El Paso City Code, by deleting Chapter 18.46 (Landscape) in its entirety and adopting a new Chapter 18.46 (Landscape) in its place, the penalty being as provided in Section 18.46.140 (Violations-penalty) of the El Paso City Code.

52. 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: 1.0 acre out of Tract 5 nka Tract 5Y, Block 11 Lower Valley Surveys, being more particularly described as Parcel A in Volume 420, 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 HEARING WILL BE HELD ON MAY 12, 2026, FOR ITEMS 51 AND 52

REGULAR AGENDA – INTRODUCTION AND PUBLIC HEARINGS OF ORDINANCES:

.....
53. ITEMS 53 AND 54 WERE TAKEN TOGETHER

ORDINANCE 019864

The City Clerk read an Ordinance entitled: **AN ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF EL PASO, TEXAS, WATER AND SEWER REVENUE REFUNDING BONDS IN AN AGGREGATE AMOUNT NOT TO EXCEED \$438,500,000 TO REFUND CERTAIN PREVIOUSLY ISSUED OBLIGATIONS OF THE CITY; AND RESOLVING MATTERS WHICH ARE NECESSARY TO EFFECT SUCH ISSUANCE, INCLUDING THE DELEGATION OF MATTERS RELATING TO THE SALE AND ISSUANCE OF THE BONDS TO AN AUTHORIZED CITY OFFICER OR EMPLOYEE WITHIN CERTAIN SPECIFIED PARAMETERS.**

54. ORDINANCE 019865

The City Clerk read an Ordinance entitled: **AN ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF EL PASO, TEXAS, MUNICIPAL DRAINAGE UTILITY SYSTEM REVENUE REFUNDING BONDS IN AN AGGREGATE AMOUNT NOT TO EXCEED \$80,250,000 TO REFUND CERTAIN PREVIOUSLY ISSUED OBLIGATIONS OF THE CITY; AND RESOLVING MATTERS WHICH ARE NECESSARY TO EFFECT SUCH ISSUANCE, INCLUDING THE DELEGATION OF MATTERS RELATING TO THE SALE AND ISSUANCE OF THE BONDS TO AN AUTHORIZED CITY OFFICER OR EMPLOYEE WITHIN CERTAIN SPECIFIED PARAMETERS.**

Mr. Jeff Tepsick, El Paso Water Chief Financial Officer, presented a PowerPoint presentation (copy on file in the City Clerk’s Office).

Mayor Johnson commented.

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

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

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

NAYS: None

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

.....
The Regular City Council Meeting was **RECESSED** at 12:52 p.m. for lunch.

The Regular City Council Meeting was **RECONVENED** at 1:54 p.m. Late arrivals: Representative Maldonado-Rocha at 1:57 p.m. and Representative Fierro at 2:00 p.m.

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

55. ORDINANCE 019866

The City Clerk read an Ordinance entitled: **AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO MARTIN ARMENDARIZ, FOR THE PURCHASE PRICE OF \$345,000.00; SUCH REAL PROPERTY LEGALLY DESCRIBED AS A PORTION OF TRACTS 9 AND 10, BOOTHEVILLE NO. 2, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5, PAGE 54, PLAT RECORDS OF EL PASO COUNTY, TEXAS.**

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

Representative Limón commented.

Motion duly made by Representative Limón, seconded by Representative 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, Maldonado-Rocha, Boyar Trejo, Niño, Limón, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Fierro

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

.....
56.

ORDINANCE 019867

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 12 (VEHICLES & TRAFFIC), CHAPTER 12.54 (TOWING REGULATIONS AND FEES) TO AMEND SECTION 12.54.040 (PENALTY) TO ADD ADDITIONAL PENALTY SECTIONS AND ADD SECTION 12.54.070 (VIOLATIONS) TO PROHIBIT SOLICITING OF TOWING BUSINESSES AT THE SCENE OF TRAFFIC ACCIDENTS; THE PENALTY AS PROVIDED BY SECTION 12.54.040 (PENALTY) OF THE CITY CODE.**

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

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

The following City staff members commented:

- Ms. Dionne Mack, City Manager
- Ms. Minnie Holguin, Police Research and Development Manager
- Ms. Nicole Cote, Deputy City Manager
- Ms. Claudia Garcia, Purchasing and Strategic Sourcing Director

1ST MOTION

Motion made by Representative Boyar Trejo, seconded by Representative Niño, to **POSTPONE THE ITEM FOR FOUR (4) WEEKS.**

AYES: Representatives Chávez, Acevedo, Boyar Trejo, and Niño
NAYS: Representatives Maldonado-Rocha, Fierro, Limón, and Canales
Mayor Johnson broke the tie by voting “NAY”. THE MOTION FAILED.

2ND AND FINAL MOTION

Motion duly made by Representative Maldonado-Rocha, seconded by Representative Acevedo, 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 Acevedo, Maldonado-Rocha, Boyar Trejo, Fierro, Limón, and Canales

NAYS: Representatives Chávez and Niño

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

57.

ORDINANCE 019868

The City Clerk read an Ordinance entitled: **AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST25-00012, TO ALLOW FOR INFILL DEVELOPMENT WITH REDUCTION TO THE LOT DEPTH AND FRONT, REAR, AND SIDE SETBACKS ON THE PROPERTY DESCRIBED AS LOT 10, BLOCK 93, FIRST SUPPLEMENTAL MAP OF FRANKLIN HEIGHTS ADDITION, 2000 GRANDVIEW AVENUE, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.10.280 INFILL DEVELOPMENT OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

Mr. Kevin Smith, Planning and Inspections Assistant Director, presented a PowerPoint presentation (copy on file in the City Clerk’s Office).

Representative Canales commented.

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

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

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

NAYS: None

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

58.

ORDINANCE 019869

The City Clerk read an Ordinance entitled: **AN ORDINANCE VACATING A PORTION OF A 60 FOOT ROAD OUT OF O.A. DANIELSON SURVEY NO. 310, CITY OF EL PASO, EL PASO COUNTY, TEXAS.**

Mr. Kevin Smith, Planning and Inspections Assistant Director, 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, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Acevedo

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

REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL:

59.

R E S O L U T I O N

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

WHEREAS, the Representative of District 1 desires to use discretionary funds to support the start-up cost and help the initiation of the Adopt-a-Street Program.

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

THAT City Council declares the expenditure of District 1 discretionary funds, in an amount not to exceed \$2,000.00 for initial costs related to the new Adopt-a-Street Program, which serves the municipal purpose of improving the visual impression of the community and promoting community interest in the beautification of the City of El Paso.

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

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Acevedo

60.

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 Resolution approved by City Council on June 10, 2025, authorizing the expenditure of District 5 discretionary funds in an amount not to exceed \$3,000.00, is hereby

amended to increase the authorized amount by an additional \$5,000.00, for a total amount not to exceed \$8,000.00, to address increased costs associated with community clean-up efforts, including the renting of roll-off trash containers which allow residents to properly dispose of bulk trash, and to continue to support such clean-up efforts and other initiatives in District 5 that serves the municipal purpose of fostering a positive community atmosphere, promotes cultural enrichment, supports local initiatives, and enhances the overall quality of life for El Paso residents; and

That all other terms and provisions of the Resolution shall remain in full force and effect.

Representative Niño commented.

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

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

NAYS: None

61.

RESOLUTION

WHEREAS, the Representative of District 7 desires to use discretionary funds for the municipal purpose of supporting the development of tourism, as well as enhancing quality of life through recreational, cultural, and educational programming.

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

THAT City Council approves the expenditure of District 7 discretionary funds, in an amount not to exceed \$600 for the purchase of a Sponsor package for the Texas Spanish Spelling Bee 2026. The sponsorship packages assist in supporting key event needs to include venue rental, meals for attendees, trophies for the top three spellers, diplomas/certificates and medals for participants.

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.

Mayor Johnson and Representatives Limón, and Canales commented.

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

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

NAYS: None

62.

ITEM: Discussion and action directing the City Attorney, in collaboration with the City Manager as necessary and with the assistance of El Paso Water Public Service Board General Counsel as offered, to prepare and present for City Council consideration an ordinance requiring that any commercial solicitation distributed within the City of El Paso related to water quality, water safety, water testing, water treatment, water filtration, or any service that represents, directly or indirectly, that it evaluates, affects, or improves water

quality, safety, or compliance with public health standards include a clear and conspicuous disclosure identifying the business responsible for the solicitation and stating that the business is not affiliated with or endorsed by any government agency or public utility. For purposes of this ordinance, “commercial solicitation” means any written, printed, digital, or in-person communication primarily intended to advertise, market, or sell a product or service to residents.

The proposed ordinance shall, at a minimum:

- 1) Require that the disclosure include language stating substantially the following: “This is an advertisement for a product or service by [Company Name]. This business is not affiliated with or endorsed by any government agency or public utility provider.” The ordinance may allow for substantially similar language that conveys the same meaning.
- 2) Require that the disclosure also include:
 - (a) the full legal name of the business responsible for the solicitation;
 - (b) any assumed name or “doing business as” (DBA) name used in the solicitation;
 - (c) the business’s physical or mailing address; and
 - (d) a valid business contact method, which shall include a telephone number or email address through which the business can be directly contacted by the recipient; a website alone shall not satisfy this requirement.

The information provided must be sufficient to reasonably identify and contact the responsible party and shall not be false, misleading, or designed to obscure the identity of the business.

3) Require that the disclosure be clear and conspicuous, printed in a font size no smaller than the primary body text of the solicitation; in a contrasting color for legibility; and placed prominently on the face of any flyer, mailer, door hanger, or other written, printed, or digital solicitation, or, for digital formats, at the beginning of the communication or in a location immediately visible to the recipient without requiring scrolling or interaction.

4) Require that the disclosure appear in every language used in the solicitation. The ordinance shall include a Spanish-language version of the disclosure as guidance, such as: “Este es un anuncio de un producto o servicio de [Nombre de la empresa]. Esta empresa no está afiliada ni respaldada por ninguna agencia gubernamental ni proveedor de servicios públicos.” The ordinance shall further require that, when any language other than English appears in the solicitation, the disclosure must also appear in that language in a correct and clear translation and be equally clear and conspicuous as the English version.

5) Apply only to commercial solicitations and not to communications issued by:

- (a) a governmental entity;
- (b) a public utility provider authorized to operate within the City; or
- (c) a contractor or partner acting on behalf of such an entity, provided the communication clearly identifies that relationship.

6) Establish that a person commits a violation if they distribute a commercial solicitation that fails to include the required disclosure, regardless of intent.

7) Establish a graduated enforcement framework focused on compliance, including (as applicable):

- (a) an initial written notice and opportunity to cure;

- (b) civil and administrative penalties for subsequent violations;
- (c) limited Class C misdemeanor enforcement only in cases involving intentional or knowing misrepresentation of affiliation with a government agency or public utility, or repeated and willful violations following written notice, opportunity to cure, and civil or administrative enforcement.

8) Include in the recitals findings related to consumer protection, prevention of deceptive or misleading practices, protection of vulnerable residents, and the City's interest in ensuring residents can clearly distinguish official communications from private commercial solicitations.

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

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

Representative Canales requested that an abstract of his statements be attached to the minutes.

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

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

NAYS: None

63. ITEM: Discussion and action to direct the City Manager to amend the City of El Paso's 90th Session State Legislative Agenda, as well as the 119th Congress Federal Legislative Agenda, to include advocacy support for policy proposals related to data center incentive and regulatory frameworks, including: Support state legislation to refine sales tax exemption criteria so that recipients must demonstrate clear, measurable public benefits and remain accountable for delivering those outcomes; Working with the Texas Municipal League (TML) and other municipalities to support legislation that sets higher standards at the state for transparency, environmental protection, and accountability requirements for large-scale data center development. The intent is establishing state-level baseline standards for data center incentives while preserving municipal flexibility to structure Chapter 380 agreements, ensuring local governments retain control but operate within consistent guidelines that promote accountability and measurable public benefit. Working with the National League of Cities (NLC) and other municipalities to support federal legislation that strengthens public transparency, environmental protection, and accountability requirements for large-scale data center development. Further, direct the City Manager to amend the City's State and Federal Legislative Agendas, as appropriate, to incorporate additional priorities, findings, and policy outcomes resulting from the City's forthcoming Data Center Policy Framework currently under development, including any new standards, requirements, or recommendations adopted by Council related to data center siting, operations, incentives, or infrastructure impacts, and to include the same considerations in any future modification of the City's 380 policy.

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

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

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

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

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES:

64. ITEMS 23, 64, AND 67 WERE TAKEN TOGETHER

Presentation on the Flock Program utilized by the El Paso Police Department.

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

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

The following City staff members commented:

- Ms. Dionne Mack, City Manager
- Assistant Police Chief Humberto Talamantes
- Police Chief Peter Pacillas
- Ms. Karla Nieman, City Attorney
- Ms. Claudia Garcia, Purchasing and Strategic Sourcing Director
- Mr. Eric Gutierrez, Senior Assistant City Attorney
- Ms. Araceli Guerra, Deputy City Manager

The following members of the public commented:

1. Mr. Juan Ortiz
2. Ms. Shaylyn Cohen-Jones

Motion made, seconded, and unanimously carried to **SUSPEND THE RULES OF ORDER** to allow for additional public comment on items 23, 64, and 67.

3. Mr. Ryan Anderson
4. Mr. David Espino commented a second time
5. Mr. Roberto Q. Avalos commented a second time

Ms. Isabella Valera submitted a statement in opposition of the item to be entered into the record.

Representative Canales requested that an abstract of his statements be attached to the minutes.

NO FURTHER ACTION was taken on this item.

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

- 65.** Motion made by Representative Canales, seconded by Representative Limón, and unanimously carried to **AUTHORIZE** the Director of Purchasing & Strategic Sourcing to issue Purchase Order(s) for solicitation 2026-0271 Parvovirus Vaccine to Elanco Animal Health the sole source and authorized distributor of the Canine Parvovirus Monoclonal

Antibody (CPMA) vaccine for a term of three (3) years for an estimated amount of \$396,000.00. Supplier will be required to provide an updated sole source letter and affidavit each year.

Department:	Animal Services
Award to:	Elanco Animal Health
City & State:	Indianapolis, IN
Item(s):	Parvovirus Vaccines
Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	\$132,000.00
Term Estimated Award:	\$396,000.00
Option Term Estimated Award:	N/A
Total Estimated Award:	\$396,000.00
Account(s):	225-2580-25120-531120
Funding Source(s):	Special Fund
District(s):	All

Purchasing & Strategic Sourcing and Animal Services 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:

(A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies;

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.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Boyar Trejo

REGULAR AGENDA - OTHER BUSINESS:

66.

RESOLUTION

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

That the City Manager be authorized to execute a First Amendment to that certain Chapter 380 Economic Development Program Agreement ("Agreement") executed March 26, 2024 by and between the City of El Paso ("City") and the Eaton Corporation, an Ohio Corporation ("Applicant"), to revise the Grant amount, Minimum Appraisal Value, and Property Tax Rebate amount.

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

Representatives Chávez and Limón commented.

Ms. Dionne Mack, City Manager, commented.

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

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

NAYS: Representative Limón

67.

RESOLUTION

WHEREAS, the City of El Paso is eligible to receive grants from the Texas Department of Motor Vehicles through the Motor Vehicle Crime Prevention Authority (**MVCPA**) grant program to provide financial support to the El Paso Police Department for automobile theft enforcement teams to combat economic motor vehicle theft and fraud-related motor vehicle crime in El Paso, pursuant to the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57; and

WHEREAS, the El Paso City Council finds that the MVCPA FY2027 grant program will assist the City of El Paso to combat motor vehicle thefts, burglary of motor vehicles and fraud-related motor vehicle crime; and

WHEREAS, the El Paso City Council agrees that in the event of loss or misuse of the MVCPA grant funds, the City of El Paso assures that the grant funds will be returned in full to MVCPA.

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

1. That the City Manager, or designee, be authorized to submit an MVCPA FY2027 grant application in the amount of \$ 2,084,428 and to accept, alter, decline, modify, terminate and/or execute all necessary documents related to the grant.
2. That the City of El Paso agrees to provide a cash match in the amount of \$609,428 and in-kind match of salaries and benefits for sworn officers and civilian positions and contractual obligations.
3. That the El Paso Police Department Auto Theft Task Force Lieutenant or designee is designated as the Program Director.
4. That the City of El Paso's Deputy Chief Financial Officer, or designee, is designated as the Financial Officer for this grant.

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

The following City staff members commented:

- Ms. Dionne Mack, City Manager
- Assistant Police Chief Humberto Talamantes
- Police Chief Peter Pacillas
- Ms. Karla Nieman, City Attorney
- Ms. Claudia Garcia, Purchasing and Strategic Sourcing Director
- Mr. Eric Gutierrez, Senior Assistant City Attorney

- Ms. Araceli Guerra, Deputy City Manager

Representative Canales requested that an abstract of his statements be attached to the minutes.

1ST MOTION (MAIN MOTION)

Motion made by Representative Canales, seconded by Representative Limón, to **DENY** the Resolutions for items 23 and 67.

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

NAYS: Representatives Chávez, Maldonado-Rocha, Niño, and Fierro

Mayor Johnson broke the tie by voting “NAY”. THE MOTION FAILED.

2ND MOTION

Motion made, seconded, and unanimously carried to **RECONSIDER** the Resolutions for items 23 and 67.

(MAIN MOTION)

Motion made by Representative Canales, seconded by Representative Limón, to **DENY** the Resolutions for items 23 and 67.

3RD MOTION

Motion made, seconded, and unanimously carried to **SUSPEND THE RULES OF ORDER** to allow for additional public comment on items 23, 64, and 67.

4TH MOTION

Motion made by Representative Niño, seconded by Representative Boyar Trejo, and unanimously carried to **AMEND** the motion to **DIRECT** the City Manager to omit any reference to “Flock” on the grant applications and only reference License Plate Recognition (LPR) camera technology.

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

NAYS: None

5TH MOTION (MAIN MOTION)

Motion made by Representative Canales, seconded by Representative Limón, to **DENY** the Resolutions for items 23 and 67.

AYES: Representatives Acevedo and Canales

NAYS: Representatives Chávez, Maldonado-Rocha, Boyar Trejo, Niño, and Fierro

ABSTAIN: Representative Limón

THE MOTION FAILED.

6TH MOTION

Motion made, seconded, and unanimously carried to **RECONSIDER** the Resolutions for items 23 and 67.

7TH MOTION (MAIN MOTION)

Motion made by Representative Canales, seconded by Representative Limón, to **DENY** the Resolutions for items 23 and 67.

AYES: Representatives Acevedo and Canales

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

8TH MOTION

Motion made, seconded, and unanimously carried to **RECONSIDER** the Resolutions for items 23 and 67.

9TH MOTION (MAIN MOTION)

Motion made by Representative Canales, seconded by Representative Limón, to **DENY** the Resolutions for items 23 and 67.

AYES: Representatives Acevedo, Limón, and Canales

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

10TH AND FINAL MOTION

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Fierro, and carried to **APPROVE** the Resolutions for items 23 and 67.

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

NAYS: Representatives Acevedo, Limón, and Canales

.....
Motion made, seconded, and unanimously carried to **ADJOURN** this meeting at 6:21 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

Transcript of Rep. Canales's Comments on Item numbers 23, 64, and 67

FIRST COMMENTS

Representative Canales: Thank you, Mayor.

I want to take a step back first and talk about where we are today on this issue, because the conversation has evolved a lot over the past few months.

This is no longer in my opinion just a question of whether a particular technology can help solve crimes. I think we can all acknowledge that tools like automated license plate readers can be effective in certain contexts at solving crimes. Your numbers show that there have been some cases where it's been useful.

The question in front of us now is whether a system like this—one that is networked, national in scope, and reach, and constantly evolving—can actually be governed at the local level in the way that we expect.

Over the last several months, the concerns around that question have in my opinion not been resolved and I think they've become more abundant.

There are a few areas where those concerns have sharpened since we last heard about Flock.

The first area is local control. When a system operates across jurisdictions, across states, and across agencies, local policy doesn't necessarily determine how data is ultimately used. We can adopt safeguards here in El Paso. We can set rules here. But once data enters a broader network, access pathways expand in ways that I think are not always visible or fully controllable from the local level.

That is the reality of how these systems function. Our safeguards rely almost entirely on Flock being trustworthy and cooperative with us, and their motivations being perfectly aligned with our motivations. So many of the incidents that I discussed at the beginning of last month I think show that this isn't the case.

Second area is contracts and data rights.

Since our discussions last month, more information has come to light largely thanks to the American Civil Liberties Union about how vendor terms can change over time. Flock in late February updated their terms of service, including the following changes:

On the sale of data. Flock’s previous Terms & Conditions stated flatly, “Flock does not own and shall not sell Customer Data.” They removed that, that information is now absent from their Terms & Conditions.

On control over data. The new license, while granting formal legal “ownership” of data to the customer, now grants the company “the exclusive right to determine and control the method, timing, format, and medium” of access to the data that belongs to the customer.

On a perpetual license. The Terms & Conditions now add a “perpetual” right for Flock to use customer data to “support and improve” its services — allowing the company to keep using surveillance data even after a city or other customer has terminated its relationship with Flock and may no longer have access to that data itself. Flock’s right to use that data has no expiration date anymore.

On these last two, here is the exact language. This is from our terms and conditions document from our agreement with Flock. *“Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to (a) use and disclose Customer Data to provide the Flock Services; and (b) use Customer Data to support and improve Flock’s products and services. Customer Data will be available for Authorized End Users to access and download via the Web Interface during the applicable Retention Period. For clarity, Flock retains the exclusive right to determine and control the method, timing, format, and medium of such access or delivery, and is not obligated to provide Customer Data in any alternative form, format, or transmission method outside of the Web Interface.”* To me doesn’t sound like ownership or control of the data by us.

The previous policy, dated November 2025, read as follows:

“LPR data gathered by the Flock Safety system on behalf of Flock Safety customers is owned by the customer. Customers choose whether to share LPR data with other customers in accordance with their laws and policies. Flock Safety will not: Sell, publish, exchange, or disclose customer’s LPR data for commercial purposes. Disclose or publish LPR data without authorization, unless required by law. Disseminate LPR data to persons not authorized to access or use the information.”

To me, this raises the question: Why the change on disclosure? And are we just okay with that?

On liability, termination, and arbitration provisions. The new Terms & Conditions also expand Flock’s protections against liability for willful misconduct or gross negligence by

their own personnel, potentially shifting the costs of defending against data breaches and other failures from the company to the customers.

Again, these changes raise a lot of questions for me. How long have we been aware of these changes? Did we know they were coming before February? Was Flock able to make these changes unilaterally? Have we had a conversation with Flock about them, or did we just accept them? Did our legal department review the changes to the Terms & Conditions beforehand?

I think these changes raise a really basic governance question which is what exactly are we agreeing to, and how stable are those terms over time? How can we claim to control the data if we grant Flock the ability to use it forever and to govern our access to it. Flock has just evolved so rapidly and what we approve in participation in today may not be the same system that exists a year from now, but with our data still in perpetual use by the company even if their entire business model or their safeguards change. Very rarely in U.S. history have those going against the guidance of the ACLU been on the correct side of an issue and this causes me great concern.

Third area is reliability. I think deserves far more attention than it's gotten.

There's a recent case out of Colorado where an individual, Kyle Dausman, has been repeatedly stopped by law enforcement because a Flock system flagged his vehicle as being associated with an active warrant. He does not have an active warrant.

According to the gentleman himself and the reporting on the issue, it appears to stem from a database or entry error where there was confusion between zeros and O's in inputting a warrant into the system. But once that error entered the system it hasn't stayed contained. Each time his vehicle passes a Flock

camera, it triggers an alert, and officers in whatever jurisdiction he is in fully acting in good faith continue to stop him again and again and again and his local department has already removed the flag locally, but they say they can't remove it from the entire system. The state of Colorado points to the town, the town points to the state of Colorado, both of them point at Flock, and no one's been able to solve the problem. So, what you have is not just a onetime mistake it's a system that's repeatedly reinforcing that mistake again and again, and this poor man isn't able to live his life because every single time he drives, he gets pulled over.

I think that's a really different kind of risk than misuse that I have talked about before. It's what happens when the system itself is wrong. I think it shows that a data error can become a series of unnecessary police encounters. It's a waste of this gentleman's time. It's a waste of those officer's time and that error doesn't stay local in a networked system like this. That man could drive his vehicle anywhere in the United States and he will have the exact same result because Flock you know any jurisdiction that's using Flock will have the same result.

The fourth area is system security and integrity. There has been growing concern—not just in advocacy circles, but also among many local governments—about the security of these systems.

There have continued to be numerous instances of unauthorized access to camera feeds. We heard about some of them earlier from Flock employees themselves who among other feeds were watching feeds of children's gymnastics classes. I think we've seen these failures in other places many times the same problem popping up in multiple cities and states. Frankly I think it's naive to think that we're somehow different and isolated from the problems that have been discovered in other places that have similar safeguards to what we have in place.

The fifth area and this is particularly important in our context is community trust.

El Paso is a city on the border and on the state line. Movement across jurisdictions is really a normal part of our daily life here in El Paso. Many families are mixed-status. Many residents have concerns about how data might be shared, interpreted, or accessed beyond our control.

Whether those concerns are always realized in practice or not, they affect how people interact with government, and that has real consequences for us. It affects whether people report crimes. It affects cooperation with law enforcement. It affects whether people feel safe coming forward when something goes wrong.

So, is not only a technical question. It's a question about the relationship between the community and the institutions that serve the community. What good is it to have a tool to solve a crime if that crime never gets reported in the first place because people are afraid.

And then the sixth area is kind of the broader trajectory.

Over the past couple of months, the national conversation has moved toward I think more scrutiny. Cities and other jurisdictions are asking more questions. Many have paused their renewals and stepped back from contracts and legislatures are now beginning to engage, and there is a lot more attention on how these systems are governed.

So, it's not enough just to point out the potential benefits. I think it's worth it to have the conversations about all of these issues, especially when we see Flock.

lock making what seem to be kind of unilateral changes to the way that we interact with them.

Thank you Mayor.

—

SECOND COMMENTS

As I started with before, there are potential benefits to Flock. I don't dispute that. But I just don't think it's enough to point to potential benefits. We have to decide if this is the right fit for our community and council, I'd ask that we deny this. For me the answer is still no. This is an extreme example but if we had licensed new software and hardware to run our traffic management system, our traffic lights, and all across the country, we saw repeat failures of the same system causing crashes and outages of other cities systems and employees of the company tampering with the lights and changing the signal timing to benefit their own commutes and the commutes of their families and it led to entire cities and states banning the use of that software. I don't think we would be considering a renewal of that no matter how beneficial it had been to us seeing the issues at other places.

To me we're in a similar situation with Flock, not because the technology has no value, but because of the governance challenges and the data control issues and the reliability concerns and the implications for community trust. I just think that those outweigh the benefits that have been demonstrated so far. And again, you have demonstrated some benefits, and we heard some specific cases where flock has been successfully used. I just think until we address those issues clearly that continued participation in a system like this isn't prudent for us. There's still so many outstanding questions and issues that we see in other places. So now I'll say I have some questions about process as well.

I have been told multiple times, and the public has been told, that the contract with Flock was expiring in May or possibly June and that the Council would vote at that time on a renewal. I now understand, based on what I was told only today during our lunch break that this is it. If this item is approved today then the contract with Flock will be renewed administratively through the buyboard with the purchasing collaborative and it won't come back to the council for approval at a later date. Ms. Mack, I genuinely appreciate your

public apology and I know that it wasn't intentional on your part, but from a process standpoint, it's just difficult for me to accept this level of information sharing. It's now the second time on this very issue where the information shared with us and with the public has not been clear or correct.

I also have a concern about what I have heard from a constituent about a response to their open records request, through which they requested the City's agreement with Flock. The response they received read as follows:

"Your request, received 03/26/2026, has been forwarded to me and is being treated as a request for records under the Texas Public Information Act. You requested the following information:

"...Contract between the City of El Paso and Flock Group Inc., doing business under the name Flock Safety."

Please be advised that I have been informed that there are no responsive documents pertaining to your request. As no responsive documents have been located, there is no charge associated with this response and your request is now considered closed.

Please reach out to the City Attorney's Office for any information regarding what you are looking for as the El Paso Police Department does not have any responsive information."

There's very little I can say to defend that to someone. The agreement obviously exists. I have seen it. It was shown to me by the Police Department. How can I possibly explain to someone that received that response? Is that information now being made public? I understand that that might be available moving forward, Ms. Mack.

City Manager Dionne Mack: Yes sir, we will make it available on the website.

Senior Assistant City Attorney, Eric Gutierrez: That's correct, and Rep. Canales that was an administrative error from the police department. We've already reached out to that requester today and provided them the responsive records.

Representative Chris Canales: I understand, at what time today was that provided to them?

Senior Assistant City Attorney, Eric Gutierrez: It was about I want to say like two hours ago.

Representative Chris Canales: So, they've had two hours. They couldn't sign up to speak at this meeting with that information, and I just I think that's a big oversight you know that we're being asked to vote on something, the public is being asked to provide their input and yet they weren't provided with the information requested.

Senior Assistant City Attorney, Eric Gutierrez: Correct it will be on the FAQ site from now on and so we're going to have our staff put it up there so if anyone wanted it, they wouldn't have to request it. It would be on the website.

Representative Chris Canales: I understand, but again, it's beyond the deadline for them to sign up to speak at this meeting having that information.

To that end there are some members of the public who signed up to speak this morning and some of them did speak this morning they now have access to this additional information since we just learned this afternoon that there will be no additional vote in May or June time frame on the agreement. I think it'd be fair to allow them to speak on this issue having the new information. With that, I'd move to suspend the rules to allow for additional public comment on this item.

—

Representative Chris Canales: Are there any other ALPR vendors available on any of the buyboards or through any of the purchasing collaboratives that we are part of?

EPPD Chief, Peter Pacillas: I would have to research that or defer to the purchasing department.

Representative Chris Canales: So, we were able to procure the contract with Flock through a buyboard. It's very possible that there could be another vendor also available through a different.

EPPD Chief, Peter Pacillas: Yes sir.

Representative Chris Canales: I promise I ask only to understand I don't mean any disrespect. Assistant Chief Talamantes earlier said there was no way that we would have agreed to the updated terms that we didn't receive those from Flock. I was sent those by Ms. Mack today. I read from them verbatim from what I received from her by email, either one of those is true or the other is true. They can't both be true. I think that what I read is our current terms and conditions within the agreement with Flock.

EPPD Chief, Peter Pacillas: So, my understanding is the agreement that we got into under the current contract, those are the provisions of the contract and those can't be altered. I'd have to defer back to legal. Even though it was on a buyboard, my understanding is that was a when we got on the buyboard, those were the terms and conditions.

Representative Chris Canales: And those have not shifted since the start of the agreement or they have because what's posted on Flock's website and again what I received from the

city manager today seemed to indicate that those were the current terms and conditions, the altered ones.

EPPD Chief, Peter Pacillas: Yes, we were not made aware, but what I'll defer to legal, but under the terms and condition that we agreed to under the buyboard that we went.

Senior Assistant City Attorney, Eric Gutierrez: That's exactly what my understanding is as well based on what PD purchased through the buyboard is the terms and conditions that exist today.

Representative Chris Canales: So, the updated terms and conditions are not effective.

Senior Assistant City Attorney, Eric Gutierrez: If there's updated terms and conditions, they would have been sent to PD for their review. I don't know if that's happened.

Representative Chris Canales: Okay. So those are not in effect right now.

Senior Assistant City Attorney, Eric Gutierrez: My understanding is the original terms and conditions when we initially purchased through the buyboard are what we have as the contract and the terms and conditions that are there are what we are currently working with.

Representative Chris Canales: Then I I'm having trouble then understanding what information to rely on if I'm being sent other terms and conditions. It just adds so much confusion if we don't know if we have terms and conditions that say they're able to disclose our data or they're not, that that's a huge red flag for whether or not we're approving a contract with them. Regardless if we enter into a new agreement or renew the agreement, have we seen already what those the new terms and conditions in the new agreement would look like?

EPPD Chief, Peter Pacillas: That would be during the whole fact finding in that we would turn that contract, terms and conditions over to legal for review and if we don't agree to things we would ask our legal department to argue on our behalf for a contract that we accept with whatever vendor.

Representative Chris Canales: Would we accept the contract if it included the language that Flock was allowed to disclose our data?

EPPD Chief, Peter Pacillas: No. And that that was one of the things that we've been we've been saying over and over again. That's why we are under the uh current Flock contract where we control all our data and all our information.

Representative Chris Canales: Okay, because in the new terms and conditions that are made available through Flock's website, that is in their updated terms and conditions. I

anticipate that's what they would expect us to agree to in order to continue to use their system.

EPPD Chief, Peter Pacillas: Yes. But that that's where we would turn it over to our attorneys to fight on our behalf for our terms and conditions to be in there.

Representative Chris Canales: Right. I'm just I guess I'm looking for some sort of assurance that if Flock was not willing to remove that from their terms and conditions in what they agree with us that we would not look to pursue that agreement if they were allowed to disclose our data.

EPPD Chief, Peter Pacillas: Right, and that's where we want to control our information. Once again, that's where we get our legal department to argue on our behalf for a contract that's acceptable to us.

Representative Chris Canales: Okay. I think Miss Neman has a comment.

City Attorney Karla Neiman: So unilateral modifications by the other party are not binding on the city. If there were changes made by Flock that we didn't agree to, we are not bound by those terms. My understanding is that today's agreement hasn't been signed and there's been amendments that we haven't reviewed. What you are all relying on is a prior contract that is currently in place. So, whatever modifications you all are relying on, and I'm not clear what you're reading from, if it's the terms of the contract that was provided to the council a couple of weeks ago or the new terms or conditions. That's what I'm not clear on.

Representative Chris Canales: I was sent a terms and conditions document today by the city manager.

City Attorney Karla Neiman: It's the same contract that we've had in effect that is that expires in May.

Representative Chris Canales: It reads updated on February 28th, 2026 at the very top.

City Attorney Karla Neiman: So, if the city of El Paso didn't agree to those terms and conditions, we are not bound by them. We signed an agreement last year, so whatever Flock decides to change would have had to have been approved by the city.

Representative Chris Canales: What we were told earlier was that because it's through the byboard that the buyboard accepted the change to the terms and conditions. Is that not the case?

City Attorney Karla Neiman: But we don't agree to unilateral modifications per the terms of the agreement. So, another party can't change a contract unilaterally. Hence, it's not a

contract. A contract is a binding agreement between two parties. The other side doesn't just get to change the agreement because they want to.

Representative Chris Canales: What I understand is that we have something that more closely resembles a use a license and use agreement that we don't own. It's not a contract for the purchase of. We are agreeing to their terms to license the the software and the hardware. They're not able to update their terms of service for a user agreement?

City Attorney Karla Neiman: Not traditionally because we would have to agree to those. I don't know whether the terms or agreements were reviewed by IT and there were issues that they waved off on. I would defer to them, but traditionally under Texas law we don't allow unilateral changes in contracts.

Representative Chris Canales: Okay, and like I said, I guess I'm just looking for assurance that if those if the new terms and conditions that Flock provides publicly that they say are the terms and conditions for their users, if those hold, if those are the case, then again, we wouldn't be okay with entering into further agreement with Flock if they disclose our data to others. If they reserve that right in their new terms of service,

City Attorney Karla Neiman: If they reserve what right?

Representative Chris Canales: The right to disclose customer data to others. That is what it reads in their current terms of service.

City Attorney Karla Neiman: Correct. But those changes would have to be approved by the council. If they're coming forward, we would have to say this has been approved by the governing body. That contract is not coming forward at this moment. We're going to go out and apply for a grant. The contract will come back. I think that what you all are recommending.

Representative Chris Canales: That's not what we're being told. The contract will be executed administratively is what we've been told

City Attorney Karla Neiman: Correct, but I think that in order to get to what you are seeking is what I'm hearing is that you want us to enter into an agreement with specific provisions that prohibit Flock from doing certain things.

Representative Chris Canales: Not necessarily. I don't want us to enter into an agreement if Flock says that we have to abide by those terms.

City Attorney Karla Neiman: Okay.

Representative Chris Canales: Again, that they're the terms of service that I was sent and the terms and conditions of Flock service that I was sent today.

City Attorney Karla Neiman: Right, and traditionally we vet them from a legal perspective but then their security protocols we also rely on IT. So, we rely on their expertise and then PD's needs for the software. So, they're the subject matter experts in terms of what the system would need what they need for the system.

Representative Chris Canales: I can understand that. I just think that whether or not we disclose our own user data and whether we allow one of our vendors to disclose our what is essentially our proprietary data is a policy decision that I would hope would come from the council. I'm just trying to seek assurances that we don't want to, you know, that people are in agreement that if Flock requires us to agree to that language that's in their terms and conditions, that that's not something that we would do. Either we would look to negotiate a change to that or we wouldn't proceed if they held firm to that. That's all I'm looking for. I think it's a massive change to go from Flock does not disclose uh any user information to Flock reserves a perpetual non-revocable right to use and disclose our customer data. It's a huge change in their policy and it is I mean, you know, documented for the public on their website. I am just concerned that there's still some confusion about whether or not these apply now or not and then whether or not they would apply in a future agreement if the grant is awarded and we look to enter into that future agreement.

City Attorney Karla Neiman: So, let me clarify for you. We would need to look at the terms of the contract as presented at the time that we're going to enter into the contract. So today, respectfully, you're talking theory and analytics in terms of what was said before. They could change the terms and conditions tomorrow if you approve the contract and we're looking at another set of documents. Again, the terms and conditions that you're relying on were in February. The city didn't agree to those unilaterally when we entered into the agreement the prior year. What I'm hearing from you is your policy recommendation is you would rather us not enter into an agreement with a vendor that does the things that you don't agree with. Those are policy considerations for the council.

Today, we don't have a contract that we can tell you these are going to be the terms and conditions that's going to come forward in the future.

Representative Chris Canales: I understand. I'll close by saying the council doesn't have any future opportunity to weigh in on this policy decision. All I'm trying to get is some assurance that that there's agreement that that would be a bad terms for the city. Chief Talamantes said it earlier like we wouldn't, we didn't receive that, we wouldn't agree to that. I hope that that holds. Okay, I'll leave it at that. Mayor, thank you.

Transcript of Rep. Canales's Comments on Item 62

So, I want to hold up this flyer first. Let's see if people can see it. It reads, "Caution, your water may be contaminated. Call us immediately." It has a phone number; you may have guessed the phone number is not a real one. But this particular leaflet is a generic one that I made. Other than that phone number, every element on that flyer is one that has appeared on a real advertisement here in El Paso. And actually, that's just limited to the ones that I've gotten on my own door. Some of them also show a generic water droplet logo that looks very similar to El Paso Water's logo or very often elements that look a lot like the City logo. This is one of those issues that sounds really small until you talk to people about it and then you realize how widespread of a problem it is and how much harm it's caused to a lot of El Pasoans.

A lot of people have seen door hangers or materials about their water that look a lot like this one and seemingly tens of thousands of them have been distributed in neighborhoods across the city, really annually. This has been going on for several years now. They look really official; they're formatted to look like official service notices or safety notices about your water. They use the same kind of language that you'd expect from the City or the County government or El Paso Water. The people distributing these, often wear blue vests or yellow safety vests and often blue hats resembling the uniform of the water utility employees. In fact, I got an email at 8:45 this morning who saw that from someone who saw that the council would be considering this today

and they sent me a photo of somebody distributing one of these to their front door. So, they are out today distributing these types of solicitations. And of course, you know, these are not official notices.

They're ads. They want you to call a number often to schedule a test of your water quality that inevitably will tell you that you need to buy a filter system or some other expensive intervention from them. Often those cost upwards of four or five or \$6,000.

So that's the crux of the problem. When something looks official like this, people treat it as something official. They assume that the information on it is accurate. They take it seriously.

They invite someone into their house. They call the number, they schedule the test, and in some cases, they end up spending a lot of money on something that they don't really need based on the perceived legitimacy of what landed on their doorstep.

I think when a lot of us see these leaflets, we know that they're not real advertisements. We've seen them again and again. We understand, but some people don't, and it's not their fault. Seniors and other vulnerable residents may not have the tools they need to research these companies or evaluate the claims they make about their water, and bad actors can prey on that fear in order to make sales. And I don't think that's right. So, I guess to be clear, there's nothing wrong with offering water testing or filtration services or anything like that. Businesses in El Paso can do that. But, that's not what this is about. This is about the gray area between advertising and impersonation and between, you know, offering your services as a business and deceiving the public with something like these leaflets that are misleading marketing. So, I think that creates two problems. One, as I mentioned, people can end up spending their hard-earned money on something that they don't need based on claims that were untrue about their water quality. And second, just as important, it chips away at the trust in official communications.

You know, my constituents often receive these on their doors and they call me asking if they're legitimate. If residents start second-guessing whether something is really from the City or from the utility, it makes it harder for us when we have to communicate something when it actually matters, when there's actually some sort of issue with your water. So, I think the approach in what I've proposed is pretty straightforward.

I'm not proposing to ban anything. We're not getting into the business of deciding which services people can offer. We're not regulating water quality. That's handled at the state level by the Texas Commission on Environmental Quality. We're just saying you have to be clear when you advertise. If it's an advertisement, you have to print on there that it's an advertisement. You have to say that you're not affiliated with a government agency or a public utility. You have to put your name and your real contact information on the ad so that people know who they're dealing with and know how to reach you. And that's essentially it.

On enforcement, I've tried to keep it practical as well. The goal is compliance first. The intent is that you'll get provided notice and an opportunity to fix it first and then escalation

from there only as necessary with stronger penalties if you're a repeat or intentional violator. If you want to sell something, that's totally fine. We just want to make sure that it doesn't look like it came from someone else, that it doesn't look like it came from the government or from the utility. To me I think that's pretty basic consumer protection and I think it's a reasonable standard for us to set for you know what people can expect from the people who come to their door providing them information about their water. So, with that council I ask for your support and you know I'm happy to yield to any questions as well if anyone has any questions about what's being proposed.