Renard U. Johnson
Mayor

Dionne Mack
City Manager

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

AGENDA FOR THE REGULAR COUNCIL MEETING

April 01, 2026
COUNCIL CHAMBERS, CITY HALL, 300 N. CAMPBELL AND VIRTUALLY
9:00 AM

Teleconference phone number: 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 416-014-537#

Notice is hereby given that a Regular Meeting of the City Council of the City of El Paso will be conducted on April 1, 2026 at 9:00 A.M. Members of the public may view the meeting via the following means:

Via the City's website. http://www.elpasotexas.gov/videos
Via television on City15,
YouTube: https://www.youtube.com/user/cityofelpasotx/videos

Attention: The Council will take a lunch break at approximately 12:30 p.m. - 1:00 p.m. unless otherwise decided by the Council.

In compliance with the requirement that the City provide two-way communication for members of the public, members of the public may communicate with Council during public comment, and regarding agenda items by calling the following number:

1-915-213-4096 or Toll free number: 1-833-664-9267

At the prompt, please enter Conference ID: 416-014-537#

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

For Call to the Public:

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

To Speak on Agenda Items:

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

The following member(s) of City Council will be present via video conference:

Josh Acevedo

9:00 A.M. PLEDGE OF ALLEGIANCE

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

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

MAYOR'S PROCLAMATIONS

El Paso Science Festival 2026

National Community Development Week 2026

Autism Acceptance Month 2026

Child Abuse Prevention Month/Go Blue Day

National Public Health Week 2026

10:00 A.M. ROLL CALL

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

INVOCATION BY REV. MIGUEL BRISEÑO, OFM CONV.

PUBLIC COMMENT ON CONSENT AGENDA AND REGULAR AGENDA ITEMS

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

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

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

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

NOTICE TO THE PUBLIC

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

CONSENT AGENDA - APPROVAL OF MINUTES:

1. Approval of the Minutes of the Regular City Council Meeting of March 17, 2026, and the Special Meeting of February 24, 2026. **26-0404**

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

CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

2. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS **26-0046**

CONSENT AGENDA - RESOLUTIONS:

3. A Resolution authorizing the Grants Administrator or designee to apply, submit, accept, reject, alter, or terminate grant applications, agreements, and related documents on behalf of the City to the Public Safety Office of the State of Texas, grant application number 5897201 for the City of El Paso Police Department project identified as “State Homeland Security Program (SHSP) Law Enforcement Terrorism Prevention Activities (LETPA) FY26" to provide financial assistance to the City of El Paso. Requesting $318,585.32. No cash match is required. The grant period will be from September 1, 2026 - August 31, 2027. **26-0378**

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

4. A Resolution authorizing the Grants Administrator or designee to apply, submit, accept, reject, alter, or terminate grant applications, agreements, and related **26-0379**

documents on behalf of the City to the Public Safety Office of the State of Texas, grant application number 5897301 for the City of El Paso Police Department project identified as “State Homeland Security Program (SHSP) Regular FY26-Modular Vehicle Barrier Soft Target Protection Project" to provide financial assistance to the City of El Paso. Requesting $180,000.00. No cash match is required. The grant period will be from September 1, 2026 - August 31, 2027.

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

5. A Resolution authorizing the Grants Administrator or designee to apply, submit, accept, reject, alter, or terminate grant applications, agreements, and related documents on behalf of the City to the Public Safety Office of the State of Texas, grant application number 5913701 for the City of El Paso Police Department project identified as “State Homeland Security Program (SHSP) El Paso MATRIX Fusion Center FY26" to provide financial assistance to the City of El Paso. Requesting $450,000.00, no cash match required. Grant period will be from September 1, 2026 - August 31, 2027. **26-0380**

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

6. A Resolution authorizing the Grants Administrator or designee to apply, submit, accept, reject, alter, or terminate grant applications, agreements, and related documents on behalf of the City to the Office of the Governor of the State of Texas, grant application number 5893901 for the El Paso Fire Department project identified as FY 2026 State Homeland Security Program (SHSP) Law Enforcement Terrorism Prevention Activities (LETPA) Special Operations Multi-Discipline Regional Reaction Project to provide financial assistance to the City of El Paso. Requesting $191,342.94 with no cash match required to purchase equipment, including vehicles, trailers, compressors, and generators, for the Special Operations Division Special Response Teams. **26-0390**

All Districts
Fire, Chief Jonathan P. Killings, (915) 212-5665

7. A Resolution authorizing the Grants Administrator or designee to apply, submit, accept, reject, alter, or terminate grant applications, agreements, and related documents on behalf of the City to the Office of the Governor of the State of Texas, grant application number 5894601 for the El Paso Fire Department project identified as FY26 State Homeland Security Program (SHSP) City of El Paso Office of Emergency Management Enhancement of Emergency Operations Center to provide financial assistance to the City of El Paso. Requesting $204,386.97 with no cash match required to purchase equipment and supplies for the OEM Emergency Operations Center. **26-0391**

All Districts
Fire, Chief Jonathan P. Killings, (915) 212-5665

8. A Resolution that the City Manager be authorized to sign an Agreement for **26-0393**

Professional Services by and between the CITY OF EL PASO and GFT Infrastructure, Inc., a Delaware, USA. Foreign for-Profit Corporation, for a project known as "2025-0608R Architect and Engineering Services for the Playa Drain Shared Use Path Project" for an amount not to exceed $599,767.96.

Districts 3 and 7
Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065
Capital Improvement Department, Yvette Hernandez, (915) 212-0065

9. A Resolution that the City Manager, or designee, be authorized to sign an Agreement for Professional Services by and between the City of El Paso, and WSP USA Inc. a New York, USA, Foreign For-Profit Corporation, for a project known as “2026-0188R Geotechnical and Material Testing Services for the El Paso International Airport Advanced Manufacturing District Phase 1” for an amount not to exceed $207,170.00. **26-0401**

District 2
Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065
Capital Improvement Department, Yvette Hernandez, (915) 212-0065

CONSENT AGENDA - BOARD RE-APPOINTMENTS:

10. Taylor Moreno to the Bond Overview Advisory Committee, by Representative Deanna Maldonado-Rocha, District 3. **26-0409**

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

11. Alfredo Borrego to the City Plan Commission by Representative Josh Acevedo, District 2. **26-0418**

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

CONSENT AGENDA - BOARD APPOINTMENTS:

12. Alfonso Jurado Jr. to the Zoning Board of Adjustment, as an alternate member, by Representative Deanna Maldonado-Rocha, District 3. **26-0371**

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

13. Kylie Rezendes to the Open Space Advisory Board by Representative Art Fierro, District 6. **26-0407**

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

14. Alejandra Ruiz-Velasco to the Historic Landmark Commission by Representative Ivan Niño, District 5. **26-0416**

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

15. Matthew Ibarra to the Zoning Board of Adjustment, as an alternate member, by Representative Josh Acevedo, District 2. **26-0424**

Members of the City Council, Representative Josh Acevedo, (915) 212-2002

16. Eduardo R. Castillo to the Ethics Review Commission by Representative Art Fierro, District 6. **26-0431**

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

CONSENT AGENDA - REQUESTS TO ISSUE PURCHASE ORDERS:

17. The award of Task Order 5k-1 for Solicitation 2025-0087 On-Call Horizontal Construction 2025 to Keystone Contractors & Engineers for Sun City Lights Pueblo Viejo Park for a total of $666,689.98. Approval will allow the City to start construction services for District 7 Sun City Lights Program. **26-0399**

District 7
Capital Improvement Department, Yvette Hernandez, (915) 212-0065
Urban Planning and Design Division, Apolonia Roldan, (915) 979-5826

REGULAR AGENDA - FIRST READING OF ORDINANCES:

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

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

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

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

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

PUBLIC HEARING WILL BE HELD ON APRIL 14, 2026

19. An Ordinance granting Special Permit No. PZST25-00012, to allow for infill development with reduction to the lot depth and front, rear, and side setbacks on the property described as Lot 10, Block 93, First Supplemental Map of Franklin Heights Addition, 2000 Grandview Avenue, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.280 infill development of the El Paso City Code. The penalty being as provided for in Chapter 20.24 of the El Paso City Code. **26-0389**

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

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

PUBLIC HEARING WILL BE HELD ON APRIL 28, 2026

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

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

PUBLIC HEARING WILL BE HELD ON APRIL 14, 2026

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

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

PUBLIC HEARING WILL BE HELD ON APRIL 14, 2026

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

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

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

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

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

24. An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Ronny Rogers Properties, LLC, for the purchase price of $56,716.00; such real property legally described as a portion of Tract 40 N/K/A Tract 40-A, O.A. Danielson Survey 310, in El Paso County, Texas, according to a resurvey made for tax purposes and being more particularly described by metes and bounds in Exhibit "A" of the Ordinance and made a part hereof for all purposes intended. **26-0345**

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

25. An Ordinance amending Title 2 (Administration and Personnel), Chapter 2.40 (Department of Museums and Cultural Affairs), amending Section 2.40.100 (Artist Market), to allow for expanded Artist Markets outside of the Union Plaza footprint. **26-0346**

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

26. An Ordinance changing the zoning of a portion of Tract 4, Block 6, Map of the Christy Tract, 529 Schwabe Street, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to R-3A (Residential). The penalty is as provided for in Chapter 20.24 of the El Paso City Code. **26-0329**

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

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

27. An Ordinance changing the zoning of Lots 1, 2, 3, and 4, Block 1, Neptune Subdivision, 8612 Neptune Street, 8614 Neptune Street, 8616 Neptune Street, and 8618 Neptune Street, City of El Paso, El Paso County, Texas from R-4 (Residential) to A-2 (Apartment), and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. **26-0340**

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

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

28. An Ordinance changing the zoning of a portion of Tract 62-E-2, W H Glenn Surv 241 Abst 8425 and a portion of Tract 4-G-2-B-1, Nellie D Mundy Surv #240, City of El Paso, El Paso County, Texas from C-3/C (Commercial/Conditions) to R-3A (Residential). The penalty is as provided for in Chapter 20.24 of the El Paso City Code. **26-0343**

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

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

29. An Ordinance releasing all conditions placed on property by Ordinance No. 15672, amended by Ordinance No. 19555, and by Ordinance No. 19554, which changed the zoning of a portion of Tract 62-E-2, W H Glenn Surv 241 Abst 8425 and a portion of Tract 4-G-2-B-1, Nellie D Mundy Surv #240, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. **26-0344**

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

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

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

30. Discussion and action to direct the City Manager and City Attorney to host three Community Listening Sessions within 45 days at the Mexican American Cultural Center, the Hilos de Plata Senior Center, and the Chamizal Community Center with the goal of gaining community input to inform the next steps for recommending to our local Texas State Delegation on the renaming of the Cesar E. Chavez Border Highway and further renaming for future City of El Paso holiday events, proclamations, and other City of El Paso policies, documents, locations, and events that specifically use the name or variation of the name Cesar E. Chavez. Further, to direct the City Manager and City Attorney to conduct these Listening Sessions in coordination with the office of Texas State Senator Cesar Blanco and the other members of the local Texas State Delegation. **26-0414**

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

31. Discussion and action to direct the City Manager and City Attorney to draft a **26-0432**

resolution establishing the City's Institutional Spokesperson Roles for citywide policy and administrative matters.

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

32. Discussion and action to approve a Resolution that the City Council declares the expenditure of District 8 discretionary funds in an amount not to exceed $10,000.00 for costs related to the holding of the Chamizal Community Center and Library event celebrating the fifth anniversary of the opening of the facility, which serves the municipal purpose of fostering community pride, encouraging civic engagement, and celebrating the heritage and culture of one of the oldest neighborhoods in El Paso's history. **26-0433**

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

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

33. Public Presentation on Enchanted Rock Certificate of Convenience and Necessity Filing by El Paso Electric. **26-0405**

All Districts
Strategic and Legislative Affairs, Stephen Ian Voglewede, (915) 212-1299
City Attorney's Office, Oscar Gomez, (915) 212-0033

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

34. Discussion and action on the award of Solicitation 2026-0121 Ford Proprietary Parts and Service to Expressway Autos LLC dba Viva Ford for an initial term of three (3) years for an estimated amount of $2,250,000.00. The award also includes a two (2) year option for an estimated amount of $1,500,000.00. The total contract time is for five (5) years for a total estimated amount of $3,750,000.00. **26-0376**

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

District(s): All

This was a Low Bid Procurement for a replacement contract.

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

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

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

All Districts
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Streets and Maintenance, Randy Garcia, (915) 212-7000

REGULAR AGENDA - OTHER BUSINESS:

35. Discussion and action on a Resolution authorizing the Grant Administrator or designee to submit grant application 3007111 for the City of El Paso Police Department project identified as "El Paso 2025 Operation Stonegarden (OPSG)" through the Public Safety Office of the State of Texas, including all related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, and/or terminate the grant which will provide financial assistance to the City of El Paso. In the event of loss or misuse of grant funds, the City of El Paso assures that it will return the funds to the Office of the Governor in full. Requesting $1,291,429.00, no cash match required. Grant period will be from March 1, 2026 - February 28, 2027. [POSTPONED FROM 03-17-2026] **26-0297**

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

36. Discussion and action on a Resolution authorizing the Mayor to sign an Interlocal Agreement regarding Operation Stonegarden FY24 between the City of El Paso, the County of El Paso, the City of Anthony, the Town of Horizon City, the City Of Socorro, the Town of Clint, Constable Precinct One, Constable Precinct Four, Constable Precinct Six, San Elizario Marshals, and Texas Department of Public Safety-Aviation Team, for the grant period of September 1, 2024 -August 31, 2027. Approval will allow the El Paso Police Department to accept and administer federal grant funding to enhance coordinated law enforcement patrol operations in support of border security and public safety objectives. [POSTPONED FROM 03-17-2026] **26-0311**

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

37. Discussion and action on a Resolution calling for a reaffirmation of the independence of federal grand juries and requesting impartial investigations of allegations involving federal immigration enforcement agencies, specifically related to the recent deaths that have taken place at the immigration facility located on Fort Bliss. **26-0412**

All Districts
City Attorney's Office, Karla M. Nieman, (915) 212-0033

38. Discussion and action on a Resolution that the City Manager, or designee, be authorized to sign an Innovation Factory Agreement by and between the City of El Paso and ASTROSCALE U.S. INC. regarding the following described property: **26-0400**

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

District 3
Airport, Tony Nevarez, (915) 212-7301
Airport, Debbie Olivas, (915) 212-7337

39. Discussion and action on a Resolution authorizing the City Manager to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between the City of El Paso ("City") and Astroscale U.S. Inc., a Nevada corporation ("Applicant"), an advanced on-orbit servicing and logistics company proposing to establish operations in El Paso and create 16 full-time jobs, in consideration the City shall provide grant payments for Lease Rental Cost (via Texas Economic Development Fund) and a Skills Training Grant (via Impact Auxiliary Fund) in an amount not to exceed *$22,300.00* over the term of the Agreement, subject to a five (5)- year period and annual compliance and performance verification in accordance with the terms of the Agreement. **26-0415**

District 3
Economic and International Development, Bill Allen, (915) 212-0094

40. Discussion and action on the results of the On-Call Services Agreement Follow-Up Audit A2026-04. **26-0375**

All Districts
Internal Audit, Elizabeth De La O, (915) 212-1371
Internal Audit, Miguel Montiel, (915) 212-1367

41. Discussion and action on a Resolution authorizing the submission of an application to the Office of Congressman Tony Gonzales requesting funds from the Community Project Funding program, in the amount of $4,580,215.77, with no match from the City, for the El Paso Police Drone First Responder Expansion Initiative." **26-0413**

All Districts
Strategic and Legislative Affairs, Ian Voglewede, (915) 299-9409
Strategic and Legislative Affairs, Omar Martine, (915) 479-0341

42. Discussion and action on a Resolution that the City Manager, or designee, be authorized to effectuate budget transfers, **26-0421**

1. $7,000,000 to set up FY26 & FY27 street resurfacing projects as part of the Residential Resurfacing from Community Progress Bond previously approved.

2. $22,391,972 to set up various street resurfacing projects as part of the Top 50 Arterials from Community Progress Bond previously approved.

All Districts
Streets and Maintenance, Randy Garcia, (915) 212-7005
City Manager's Office, Sasho Andonoski, (915) 212-1092

EXECUTIVE SESSION

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

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

ADJOURN

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

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

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

http://www.elpasotexas.gov/

File #: 26-0404, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Approval of the Minutes of the Regular City Council Meeting of March 17, 2026, and the Special Meeting of February 24, 2026.

File #: 26-0046, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

AGENDA LANGUAGE:

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

REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS

File #: 26-0378, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

A Resolution authorizing the Grants Administrator or designee to apply, submit, accept, reject, alter, or terminate grant applications, agreements, and related documents on behalf of the City to the Public Safety Office of the State of Texas, grant application number 5897201 for the City of El Paso Police Department project identified as "State Homeland Security Program (SHSP) Law Enforcement Terrorism Prevention Activities (LETPA) FY26" to provide financial assistance to the City of El Paso. Requesting $318,585.32. No cash match is required. The grant period will be from September 1, 2026 - August 31, 2027.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Police

AGENDA DATE: 4/1/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: A/Chief Humberto Talamantes **PHONE NUMBER:** 915-212-4309

2nd CONTACT PERSON NAME: Commander Reginald Moton **PHONE NUMBER:** 915-212-4147

DISTRICT(S) AFFECTED: All

AGENDA ITEM:

A resolution authorizing the Grants Administrator or designee to apply, submit, accept, reject, alter, or terminate grant applications, agreements, and related documents on behalf of the City to the Public Safety Office of the State of Texas, grant application number 5897201 for the City of El Paso Police Department project identified as "SHSP LETPA FY26" to provide financial assistance to the City of El Paso. Requesting $318,585.32. No cash match is required. The grant period will be from September 1, 2026 - August 31, 2027.

ISSUE STATEMENT:

City Council is asked to authorize the Grants Administrator or designee to act on behalf of the City in all matters related to the submission and administration of the above-referenced grant application to secure funding that will enhance public safety and protective infrastructure within the community.

BACKGROUND:

The FY26 State Homeland Security Program (SHSP) – Law Enforcement Terrorism Prevention Activities (LETPA) supports regional efforts to prevent and respond to terrorism and other high-risk threats. Funding will enhance public safety capabilities within the El Paso region and the Rio Grande Council of Governments area.Grant funds will be used to acquire specialized protective equipment to support law enforcement operations. These investments improve responder safety, operational readiness, and overall community resilience.

COUNCIL OPTIONS:

1. Approve the resolution authorizing submission and administration of the grant application.
2. Decline approval and direct staff to return with alternative options.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

The item was not reviewed by a City Council Commitee

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

N/A

RELATED CITY POLICIES:

Strategic Goal 2: Set the Standard for a Safe and Secure
Grant Management Policy;

PRIOR COUNCIL ACTION:

The application for SHSP-LETPA FY25 was approved by city council February 25, 2025.The application for SHSP-LETPA FY24 was approved by city council February 27, 2024. The application for FY23 was approved by city council January 31, 2023, FY 22 was approved by city council February 1, 2022. Grant application for FY 21 was approved by city council February 2, 2021. Grant application for FY20 was approved by city council February 18, 2020. Grant application for FY19 was approved by city council on February 26, 2019. Grant application for FY18 was

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

Grant funding in the amount of $318,585.32 requested from the Public Safety Office of the State of Texas under the SHSP LETPA FY26 program.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

A. Resolution
B Application

FOR MORE INFORMATION:

A/C Humberto Talamantes 915-212-4309 1594@elpasotexas.gov

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

SIGNATURE:

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

RESOLUTION

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

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

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

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

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

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

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

2. **THAT,** the Grants Administrator is authorized to apply for and submit to the Public Safety Office of the State of Texas, grant application number 5897201, for the City of El Paso Police Department project identified as SHSP LETPA FY26 to provide financial assistance to the City of El Paso.

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

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

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

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

APPROVED this ____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Peter Pacillas
Department Director

Print This Page

Agency Name: El Paso, City of
Grant/App: 5897201 **Start Date:** 9/1/2026 **End Date:** 8/31/2027

Project Title: SHSP LETPA FY26
Status: Pending OOG Review

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460007499014

Application Eligibility Certify:
Created on:2/20/2026 10:35:04 AM By:Edith Munoz

Profile Information

Applicant Agency Name: El Paso, City of
Project Title: SHSP LETPA FY26
Division or Unit to Administer the Project: El Paso Police Department
Address Line 1: 300 N. Campbell
Address Line 2:
City/State/Zip: El Paso Texas 79901-1402
Start Date: 9/1/2026
End Date: 8/31/2027

Regional Council of Goverments(COG) within the Project's Impact Area: Rio Grande Council of Governments
Headquarter County: El Paso
Counties within Project's Impact Area: Brewster,Culberson,El Paso,Hudspeth,Jeff Davis,Presidio

Grant Officials:
Authorized Official
Name: Elda Hefner
Email: rodriguez-hefnere@elpasotexas.gov
Address 1: 300 N. Campbell
Address 1:
City: El Paso, Texas 79901
Phone: 915-212-1795 Other Phone: 915-212-1162
Fax:
Title: Ms.
Salutation: Ms.
Position: Grants Administrator

Financial Official
Name: Margarita Marin
Email: marinmm@elpasotexas.gov
Address 1: 300 North Campbell St
Address 1:
City: EL PASO, Texas 79901
Phone: 915-212-1174 Other Phone:
Fax: 915-212-0042
Title: Ms.
Salutation: Ms.
Position: Comptroller

Project Director
Name: Cory Balke
Email: 2723@elpasotexas.gov
Address 1: 909 via de la paz
Address 1:
City: El Paso, Texas 79912
Phone: 915-212-4046 Other Phone: 915-526-4062
Fax:
Title: Mr.
Salutation: Sergeant
Position: Police Officer

Grant Writer
Name: Edith Munoz
Email: C2087@elpasotexas.gov
Address 1: 911 N. Raynor
Address 1:
City: El Paso , Texas 79903
Phone: 915-212-4286 Other Phone:
Fax:
Title: Ms.
Salutation: --- Select One ---
Position: Research Assistant

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide homeland security services
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460007499014
Unique Entity Identifier (UEI): KLZGKXNFVTL4

Narrative Information

Overview

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

Primary Mission and Purpose

State Homeland Security Program (SHSP) - Law Enforcement Terrorism Prevention Activities (LETPA): Supports state, tribal and local preparedness activities that continue to build law enforcement capabilities to prevent terrorist attacks and support critical prevention and protection activities. All LETPA investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP-LETPA projects must assist grantees in achieving target capabilities related to preventing, preparing for, or protecting against acts of terrorism.**

Eligibility Requirements

Cybersecurity Training Requirement
Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Government. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

Resolution from Governing Body
Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution with the application to be considered eligible for funding. The resolution must contain the following elements (see Sample Resolution):

- Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
- A commitment to provide all applicable matching funds;
- A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant;
- A designation of the name and/or title of a financial officer who is given the authority to submit financial and/or performance reports or alter a grant; and
- A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Criminal History Reporting
Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)
Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses
In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

National Incident Management System (NIMS) Implementation
Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Emergency Management Plans (Intermediate Level)
Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Program Income
Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Compliance with State and Federal Laws, Programs and Procedures – Local Units of Government
Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2027 2027 or the end of the grant period, whichever is later.

Compliance with State and Federal Laws, Programs and Procedures – Nonprofit Organizations
Each non-profit 501(c)(3) organization must certify that it does not have, and will continue not to have any policy, procedure, or agreement (written or unwritten) that in any way encourages, induces, entices, or aids any violations of immigration laws. Additionally, the organization certifies that it does not have in effect, purport to have in effect, and is not subject to or bound by any rule, policy, or practice (written or unwritten) that would: (1) encourage the concealment, harboring, or shielding from detection of fugitives from justice or aliens who illegally came to, entered, or remained in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii). Lastly, the organization certifies that it will not adopt, enforce, or endorse a policy which prohibits or materially limits the enforcement of immigration laws, and will not, as demonstrated by pattern or practice, prohibit or materially limit the enforcement of immigration laws.

Each non-profit organization must download, complete and then upload into eGrants the CEO/NGO Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements.

Program Requirements

Building and Sustaining Core Capabilities

1. All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.
3. Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.

Mission Areas
The National Preparedness Goal organizes the core capabilities into the five mission areas:

- Prevention. Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- Protection. Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- Mitigation. Reduce the loss of life and property by lessening the impact of future disasters.
- Response. Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- Recovery. Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

LETPA

Law Enforcement Terrorism Prevention Activities (LETPA)
The state is responsible for ensuring that at least 35 percent (35%) of the combined HSGP funds allocated under SHSP and UASI are dedicated towards law enforcement terrorism prevention activities, as defined in 6 U.S.C. 607.

Grant projects must be consistent with the Federal Emergency Management Agency (FEMA) Information Bulletin (IB) 412 which discusses eligible activities outlined in:

a. The National Prevention Framework;
b. The National Protection Framework where capabilities are shared with the prevention mission area;
c. Section 2006 of the Homeland Security Act of 2002, as amended; and
d. The FY 2007 Homeland Security Grant Program Guidance and Application Kit.

Activities eligible for use of LETPA focused funds include but are not limited to: Maturation and enhancement of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and training/hiring of intelligence analysts. Coordination between fusion centers and other analytical and investigative efforts. Implementation and maintenance of the Nationwide Suspicious Activity Reporting (SAR) Initiative. Implementation of the "If You See Something, Say Something" campaign to raise public awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners. Increased physical security, through law enforcement personnel and other protective measures, by implementing preventative and protective measures at critical infrastructure sites or at-risk nonprofit organizations.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.
X I certify to all of the application content and requirements.

Project Summary :
Briefly summarize the project, including proposed activities and intended impact.
Funding for this project will provide and sustain mission essential safety gear and specialized equipment to enhance the protection of the El Paso Police Departments Special Operations Group. The proposed PPE (Personal Protective Equipment) are 3 Bomb Suit ensembles and 38 Ballistic Vests. The Special Operations Group will use the equipment to safely and efficiently mitigate threats for acts of terrorism and active aggressor incidents in the region.

Problem Statement :
Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.
The City of El Paso and its international geographical location increases the region for potential terrorist activity. The growing population, close proximity to an international border, one of the largest military installations in the US, high volume of international trade and the remote location make for a high volume coordinated targeting from foreign and domestic terrorism. These types of events have transpired in the past in recent events such as the Real World - Active-Aggressor incident in El Paso Texas (2019 Walmart shooting and 2023 Cielo Vista Mall shooting, and Uvalde, Texas; an increase in bomb call outs for suspicious packages in the El Paso region and increased protests, demonstrations and gatherings in the El Paso, TX. region (2025 THIRA page 38 active aggressor and demonstrations)

Existing Capability Levels :
Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.
The El Paso Police Department currently has 124 officers and detectives assigned to the Special Operations Group teams. SWAT consist of 43 operators, Crisis Negotiation team has 22 negotiators, Combined Search and Rescue consist of 12 rescuers, Tactical Patrol K-9 has 08 handlers, Dignitary Protection team has 31 officers and detectives, and Bomb Squad has 13 bomb technicians. All Special Operations Group teams can operate separately or in conjunction with one another dependent on what the incident dictates. Some teams such as SWAT, Bomb and Combined Search and Rescue have the limited capability to operate on two separate incidents at the same time. Currently, basic PPE and equipment is available to all teams in an effort to mitigate, disrupt, and/or interdict an incident of terrorism, active aggressor or natural disaster. The Special Operations Group teams are available to respond and assist within the Rio Grande Council of Governments (RGCOG) region in mitigating an incident of terrorism and/or natural disaster.

Capability Gaps:
Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).
The capability gap identified as Interdiction and Disruption is identified on page 70 of the 2025 SPR listed under Decreased Capabilities identified as expired bomb suits and expired ballistic vests for EPPD. Secondly, it is also identified on page 55 of the SPR under Interdiction and Disruption under the POETE listed on equipment as, the need for PPE Equipment. Interdiction and disruption was rated third on the top 3 core capabilities to sustain in 2023 and the equipment requested will allow the special operation group to maintain and expand its level of response locally and in the region.

Impact Statement :
Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.
The proposed project will reduce the capability gaps by increasing officer safety for the special operations group. It will increase and update Personal Protection Equipment (PPE) and specialized equipment for the special operations officers to mitigate and tactically improve responses to the critical incidents related to active aggressor, coordinated terrorist attacks and natural disasters.

Homeland Security Priority Actions:
Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. *1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises*.)
4.2.3 Ensure sustainment of response teams across Texas, to include personnel replacement, training to maintain proficiency, and replacement of equipment as needed.

Target Group :
Identify the target group and population expected to benefit from this project.
The 129 members from the El Paso Police Departments Special Operations Group (SWAT, Bomb Squad, CMT, COMSAR, Dig-Pro and K-9 units) will be the direct beneficiaries. The listed equipment will enhance the special operations group's ability to respond, mitigate, and protect the residents of the city and region from potential terrorism from active aggressor, coordinated terrorist attack, and natural disasters

Long-Term Approach:
Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.
El Paso Police Department will seek to sustain the capabilities alternate funding in an effort to safely and efficiently maintain The a regional response level.

Project Activities Information

HSGP Instructions for Project Activity Selection

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Support of First Responder Capabilities	100.00	This project will be utilized for the purchases of specialized equipment for special teams PPE sustainment to provide immediate response to active aggressor and terrorism related activities.

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of exercises conducted.	0
Number of individuals participating in exercises.	0
Number of people trained.	0
Number of Special Response Team personnel provided with new or updated equipment.	41
Number of Special Response Teams created, maintained or enhanced.	3
Number of trainings conducted.	0

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:
_ Yes
X No
_ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?
_ Yes
X No
_ N/A

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:
X I Certify
_ Unable to Certify

Enter the debarment justification:

Homeland Security Information

FUND SOURCE INFORMATION AND REQUIREMENTS

DHS Project Type: Establish/enhance regional response teams

Capabilities

Core Capability: Interdiction and Disruption

Identify if this investment focuses on building new capabilities or sustaining existing capabilities. : Existing Capabilities (Sustain)

Are the assets or activities Deployable or Shareable: Deployable

___ Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures

___ Check if these funds will support a project that was previously funded with HSGP funding

Project Management Step Involved:

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

Step: Execute

Description: The period within the project lifecycle during which the actual work of creating the project's deliverables is carried out.

Process: Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.

Milestones

Milestone: Research equipment and vendors; **Completion Date:** 10-01-2026
Milestone: Submit approved purchase order to vendor upon completion of city purchasing process; **Completion Date:** 11-01-2026
Milestone: Receive, inventory and process invoices for payment.; **Completion Date:** 01-01-2027
Milestone: Deploy equipment into operation.; **Completion Date:** 01-31-2027

NIMS Resources

___ Check if this project supports a NIMS typed resource

Enter the name of the typed resources from the Resource Type Library Tool: Bomb Response Team, Special Weapons and Tactics Team

Enter the ID of the typed resources from the Resource Type Library Tool: 6-508-1176, 6-508-1245

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application
Enter the Year in which the Corporation was Founded: 0
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900
Enter the Employer Identification Number Assigned by the IRS: 0
Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:
Enter the Employer Identification Number Assigned by the IRS:
Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.
Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:
_ Yes
_ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:
_ Yes
_ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:
_ Yes
_ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.
Has the grant agency undergone an independent audit?

Select the appropriate response:
_ Yes
_ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:
_ Yes
_ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.
Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?
_ Yes
_ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?
_ Yes
_ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.
Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:
_ Yes
_ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	02PE-01-BSUT Suit, Improvised Explosive Device/Explosive Ordnance Disposal (IED/EOD) Protective Ensemble	3 EOD Bomb Ensemble for bomb squad at approximately $41,713.27 each. (3 x $48,633.44 each for an approximate total of $145,900.32). Manufactured by Med-Eng LLC Model EOD10 Bomb Suit.	$145,900.32	$0.00	$0.00	$0.00	$145,900.32	3
Supplies and Direct Operating Expenses	01LE-01-ARMR Armor, Body	38 Ballistic vests for the EPPD Special Operations Group (SWAT, Bomb Squad and CMT) at approximately $4,544.34 each. (38 X $4544.34 each for an approximate total of $172.685.00) Manufactured by Aardvark Project 7 ballistic vests.	$172,685.00	$0.00	$0.00	$0.00	$172,685.00	0

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$0.00	$0.00	$0.00	$0.00	$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Equipment	$145,900.32	$0.00	$0.00	$0.00	$145,900.32
Supplies and Direct Operating Expenses	$172,685.00	$0.00	$0.00	$0.00	$172,685.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$318,585.32	$0.00	$0.00	$0.00	$318,585.32

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds

You are logged in as **User Name**: emunozmo

File #: 26-0379, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

A Resolution authorizing the Grants Administrator or designee to apply, submit, accept, reject, alter, or terminate grant applications, agreements, and related documents on behalf of the City to the Public Safety Office of the State of Texas, grant application number 5897301 for the City of El Paso Police Department project identified as "State Homeland Security Program (SHSP) Regular FY26-Modular Vehicle Barrier Soft Target Protection Project" to provide financial assistance to the City of El Paso. Requesting $180,000.00. No cash match is required. The grant period will be from September 1, 2026 - August 31, 2027.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Police

AGENDA DATE: 4/1/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: A/Chief Humberto Talamantes **PHONE NUMBER:** 915-212-4309

2nd CONTACT PERSON NAME: Commander Reginald Moton **PHONE NUMBER:** 1 (915) 212-4147

DISTRICT(S) AFFECTED: All

AGENDA ITEM:

A resolution authorizing the Grants Administrator or designee to apply, submit, accept, reject, alter, or terminate grant applications, agreements, and related documents on behalf of the City to the Public Safety Office of the State of Texas, grant application number 5897301 for the City of El Paso Police Department project identified as “SHSP Regular FY26-Modular Vehicle Barrier Soft Target Protection Project" to provide financial assistance to the City of El Paso. Requesting $180,000.00. No cash match is required. The grant period will be from September 1, 2026 - August 31, 2027.

ISSUE STATEMENT:

City Council is asked to authorize the Grants Administrator or designee to act on behalf of the City in all matters related to the submission and administration of the above-referenced grant application to secure funding that will enhance public safety and protective infrastructure within the community.

BACKGROUND:

The Homeland Security Grant Program (SHSP) assists local efforts to prevent terrorism and other catastrophic events and prepare for the threats and hazards that pose a risk to security in the El Paso community and Rio Grande Council of Government area. The grant will provide modular vehicle barriers for the protection of soft targets in crowded places.

COUNCIL OPTIONS:

1. Approve the resolution authorizing submission and administration of the grant application.
2. Decline approval and direct staff to return with alternative options.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

The item was not reviewed by a City Council Commitee

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

N/A

RELATED CITY POLICIES:

Strategic Goal 2: Set the Standard for a Safe and Secure
Grant Management Policy;

PRIOR COUNCIL ACTION:

The grant application for FY2025 Homeland Security Program was approved by city council on February 25,2025.The grant application for FY2022 Homeland Security Program was approved by city council on February 1, 2022. Grant application for FY2021 Homeland Security Program was approved by city council on February 2, 2021. The grant application for FY2020 was approved on February 18, 2020. The grant application for FY2019 was approved on February 26, 2019.

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

Grant funding in the amount of $180,000.00 is requested from the Public Safety Office of the State of Texas under the SHSP Regular FY26 program.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

A. Resolution
B Application

FOR MORE INFORMATION:

A/C Humberto Talamantes 915-212-4309 1594@elpasotexas,gov

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

SIGNATURE: _____

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

RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED this ____ day of _____ , 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Peter Pacillas
Department Director

Print This Page

Agency Name: El Paso, City of
Grant/App: 5897301 **Start Date:** 9/1/2026 **End Date:** 8/31/2027

Project Title: SHSP Regular FY26- Modular Vehicle Barrier Soft Target Protection Project
Status: Pending OOG Review

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460007499014

Application Eligibility Certify:
Created on:2/20/2026 10:36:42 AM By:Edith Munoz

Profile Information

Applicant Agency Name: El Paso, City of
Project Title: SHSP Regular FY26- Modular Vehicle Barrier Soft Target Protection Project
Division or Unit to Administer the Project: El Paso Police Department
Address Line 1: 300 N. Campbell
Address Line 2:
City/State/Zip: El Paso Texas 79901-1402
Start Date: 9/1/2026
End Date: 8/31/2027

Regional Council of Goverments(COG) within the Project's Impact Area: Rio Grande Council of Governments
Headquarter County: El Paso
Counties within Project's Impact Area: El Paso

Grant Officials:
Authorized Official
Name: Elda Hefner
Email: rodriguez-hefnere@elpasotexas.gov
Address 1: 300 N. Campbell
Address 1:
City: El Paso, Texas 79901
Phone: 915-212-1795 Other Phone: 915-212-1162
Fax:
Title: Ms.
Salutation: Ms.
Position: Grants Administrator

Financial Official
Name: Margarita Marin
Email: marinmm@elpasotexas.gov
Address 1: 300 North Campbell St
Address 1:
City: EL PASO, Texas 79901
Phone: 915-212-1174 Other Phone:
Fax: 915-212-0042
Title: Ms.
Salutation: Ms.
Position: Comptroller

Project Director
Name: Oscar Giron
Email: 2075@elpasotexas.gov
Address 1: 911 N. Raynor
Address 1:

City: El Paso, Texas 79903
Phone: 915-212-4153 Other Phone: 915-212-4151
Fax:
Title: Mr.
Salutation: Officer
Position: Police Officer

Grant Writer
Name: Edith Munoz
Email: C2087@elpasotexas.gov
Address 1: 911 N. Raynor
Address 1:
City: El Paso , Texas 79903
Phone: 915-212-4286 Other Phone:
Fax:
Title: Ms.
Salutation: --- Select One ---
Position: Research Assistant

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide homeland security services
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460007499014
Unique Entity Identifier (UEI): KLZGKXNFVTL4

Narrative Information

Overview

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

Primary Mission and Purpose

State Homeland Security Program (SHSP): Supports state, Tribal and local preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. All investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP projects must assist grantees in achieving target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.**

Eligibility Requirements

Cybersecurity Training Requirement
Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Government. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

Resolution from Governing Body
Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution with the application to be considered eligible for funding. The resolution must contain the following elements (see Sample Resolution):

- **Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;**
- **A commitment to provide all applicable matching funds;**
- **A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant;**
- **A designation of the name and/or title of a financial officer who is given the authority to submit financial and/or performance reports or alter a grant; and**
- **A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.**

Criminal History Reporting
Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)
Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses
In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

National Incident Management System (NIMS) Implementation
Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Emergency Management Plans (Intermediate Level)
Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Program Income
Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Compliance with State and Federal Laws, Programs and Procedures – Local Units of Government
Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2027 2027 or the end of the grant period, whichever is later.

Compliance with State and Federal Laws, Programs and Procedures – Nonprofit Organizations
Each non-profit 501(c)(3) organization must certify that it does not have, and will continue not to have any policy, procedure, or agreement (written or unwritten) that in any way encourages, induces, entices, or aids any violations of immigration laws. Additionally, the organization certifies that it does not have in effect, purport to have in effect, and is not subject to or bound by any rule, policy, or practice (written or unwritten) that would: (1) encourage the concealment, harboring, or shielding from detection of fugitives from justice or aliens who illegally came to, entered, or remained in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii). Lastly, the organization certifies that it will not adopt, enforce, or endorse a policy which prohibits or materially limits the enforcement of immigration laws, and will not, as demonstrated by pattern or practice, prohibit or materially limit the enforcement of immigration laws.

Each non-profit organization must download, complete and then upload into eGrants the CEO/NGO Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements.

Program Requirements

Building and Sustaining Core Capabilities

1. **All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.**
2. **Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.**
3. **Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.**

Mission Areas

The National Preparedness Goal organizes the core capabilities into the five mission areas:

- **Prevention. Prevent, avoid or stop an imminent, threatened or actual act of terrorism.**
- **Protection. Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.**
- **Mitigation. Reduce the loss of life and property by lessening the impact of future disasters.**
- **Response. Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.**
- **Recovery. Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.**

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content and requirements.

Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

This project is seeking funding for the purchase of modular vehicle barriers for the protection of soft targets at major gatherings in the El Paso area. This equipment will be deployed at events such as Winterfest, The Celebration of Lights, The Sun Bowl Parade and other festivals, concerts and sporting events hosted in the region to enhance the protection of soft targets and crowded places. With the deployment of this equipment at these events, this project aims to reduce the risk of terrorism and criminal activities whether intentional or accidental. This initiative supports the protection mission area by improving the Physical Protective Measures core capability, specifically by protecting soft targets and crowded places against potential threats. By strengthening security at these major events, the project aims to reduce the risk of terrorist and criminal activities and provide an additional layer of protection during an event. This initiative supports the protection mission area by improving the Physical Protective Measures and On Scene Security, Protection and Law Enforcement core capabilities, specifically by fortifying crowded areas against potential threats.

Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

The City of El Paso with an estimated population of 678,900 as of 2024, its proximity to Mexico, the high volume of international commerce, it serving as the headquarters for Fort Bliss, and it's remote location make El Paso a prime target for foreign and domestic terrorism and similar types of attacks. These types of attacks have not only occurred nationally, Waukesha WI. 6 killed but also but also

regionally, New Orleans, LA. 15 killed. This project will improve Law Enforcements ability to mitigate mass casualty and terrorism related incidents identified in the regional THIRA. The THIRA identifies threats to include active shooter attacks against soft targets in the region. City of El Paso protests and demonstrations (soft target) 2025 THIRA pg. 42, Capability target context: addition of fencing, bollards and mobile vehicle barriers 2025 TRHIRA pg. 49 Physical Protective Measures.

Existing Capability Levels :
Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.
The El Paso Police Department relies on traditional traffic control devices to direct vehicular traffic away from soft targets and crowded spaces such as water filled barriers, type III panels, heavy equipment and patrol vehicles. Although these areas have not been intentionally targeted, we have experienced accidental collisions at these events. The additional security measures are essential in preventing intentional acts of crime and terrorism.

Capability Gaps:
Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).
The El Paso Police Department has identified gaps in "Protective Measures" core capability. This application seeks to address these gaps by requesting physical security upgrades to be utilized at major gatherings where large crowds and soft targets exist which may be vulnerable to criminal acts including acts of terrorism which could potentially utilize vehicles to harm a large crowds including soft targets at major gatherings. PG 74: 2025 RGCOG SPR "Expansion of modular vehicle barrier project for protection of soft targets and crowded places".

Impact Statement :
Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.
Upon completion of this project, the vulnerabilities of soft targets/crowded places in the City of El Paso will be significantly reduced. This will help protect the public from potential threats posed by terrorists or other malicious actors. Enhanced security measures will ensure a safer environment at major events for the community of El Paso and the surrounding areas.

Homeland Security Priority Actions:
Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. *1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises*.)
1.1.3 Enhance the state's capacity to identify, assess, monitor, and disrupt potential acts of terrorism and targeted violence, including mass casualty threats, with a focus on threats that could impact special events, soft targets, and crowded places.

Target Group :
Identify the target group and population expected to benefit from this project.
The citizens of El Paso, TX. and surrounding communities (El Paso County approximately 869,000) who attend major events in the region “Winterfest" (approximately 65,000), “Sun Bowl Parade” (approximately 230,000).

Long-Term Approach:
Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.
Once this equipment is deployed, the City of El Paso will cover all ongoing maintenance and deployment costs. If additional vulnerabilities are identified, the city may seek additional grants.

Project Activities Information

HSGP Instructions for Project Activity Selection

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Protection of Soft Targets/Crowded Places	100.00	This project is for the the El Paso PD the use of modular vehicle barriers for the protection of soft targets in crowded places. Vehicle attacks have become a concerning trend in terrorism, where vehicles are used as weapons to cause mass casualties and disrupt public spaces. These attacks are often considered unsophisticated, requiring minimal planning and training, making them accessible to a wider range of individuals or groups.

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of exercises conducted.	0
Number of First Responder or EMC personnel provided with new or updated equipment.	1
Number of individuals participating in exercises.	0
Number of operational coordination programs (EOCs/EOC systems or other Incident Command structures) created, maintained or enhanced.	0
Number of people trained.	0
Number of Special Response Teams created, maintained or enhanced.	0
Number of trainings conducted.	0

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:
_ Yes
X No
_ N/A

For applicant agencies that selected either No or N/A above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?
_ Yes
X No
_ N/A

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):
- **Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;**
- **Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or**
- **Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.**

Select the appropriate response:
X I Certify
_ Unable to Certify

Enter the debarment justification:

FUND SOURCE INFORMATION AND REQUIREMENTS

DHS Project Type: Assess vulnerability of and/or harden/protect critical infrastructure and key assets

Capabilities

Core Capability: On-scene Security, Protection, and Law Enforcement

Identify if this investment focuses on building new capabilities or sustaining existing capabilities. : New Capabilities (Build)

Are the assets or activities Deployable or Shareable: Deployable

____ Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures

____ Check if these funds will support a project that was previously funded with HSGP funding

Project Management Step Involved:

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

Step: Execute

Description: The period within the project lifecycle during which the actual work of creating the project's deliverables is carried out.

Process: Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.

Milestones

Milestone: Research equipment and vendors; Completion Date: 10-01-2026
Milestone: Submit approved purchase orders to vendors upon completion of City purchasing process; Completion Date: 11-01-2026
Milestone: Receive, inventory and process invoices for payment ; Completion Date: 01-01-2027
Milestone: Deploy equipment into operation.; Completion Date: 01-31-2027

NIMS Resources

____ Check if this project supports a NIMS typed resource

Enter the name of the typed resources from the Resource Type Library Tool:

Enter the ID of the typed resources from the Resource Type Library Tool:

Fiscal Capability Information

Section 1: Organizational Information

***** FOR PROFIT CORPORATIONS ONLY *****

Enter the following values in order to submit the application
Enter the Year in which the Corporation was Founded: 0
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900
Enter the Employer Identification Number Assigned by the IRS: 0
Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:
Enter the Employer Identification Number Assigned by the IRS:
Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.
Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:
_ Yes
_ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:
_ Yes
_ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:
_ Yes
_ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.
Has the grant agency undergone an independent audit?

Select the appropriate response:
_ Yes
_ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

_ Yes
_ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.
Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?
_ Yes
_ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?
_ Yes
_ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.
Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:
_ Yes
_ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%

Equipment	14SW-01-WALL Barriers: Fences; Jersey Walls	This request is for the purchase of a modular vehicle barrier system package with trailer for deployment for the protection of soft targets in crowded places. 60 barrier MVB package with trailer at approximately $180,000.00 from Advanced Security Technologies.	$180,000.00	$0.00	$0.00	$0.00	$180,000.00	1

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$0.00	$0.00	$0.00	$0.00	$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Equipment	$180,000.00	$0.00	$0.00	$0.00	$180,000.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$180,000.00	$0.00	$0.00	$0.00	$180,000.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds

You are logged in as User Name: emunozmo

File #: 26-0380, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

A Resolution authorizing the Grants Administrator or designee to apply, submit, accept, reject, alter, or terminate grant applications, agreements, and related documents on behalf of the City to the Public Safety Office of the State of Texas, grant application number 5913701 for the City of El Paso Police Department project identified as "State Homeland Security Program (SHSP) El Paso MATRIX Fusion Center FY26" to provide financial assistance to the City of El Paso. Requesting $450,000.00, no cash match required. Grant period will be from September 1, 2026 - August 31, 2027.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Police

AGENDA DATE: 4/1/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Asst Chief Humberto Talamantes **PHONE NUMBER:** 1 (915) 212-4309

2nd CONTACT PERSON NAME: Commander Reginald Moton **PHONE NUMBER:** 1 (915) 212-4147

DISTRICT(S) AFFECTED: All Districts

AGENDA ITEM:

A resolution authorizing the Grants Administrator or designee to apply, submit, accept, reject, alter, or terminate grant applications, agreements, and related documents on behalf of the City to the Public Safety Office of the State of Texas, grant application number 5913701 for the City of El Paso Police Department project identified as "SHSP El Paso MATRIX Fusion Center FY26" to provide financial assistance to the City of El Paso. Requesting $450,000.00, no cash match required. Grant period will be from September 1, 2026 – August 31, 2027.

ISSUE STATEMENT:

Council is being asked to authorize acceptance and implementation of the SHSP Fusion grant to sustain the Regional Fusion Center's intelligence and information-sharing operations. This ensures continued operational presence, intelligence coordination, and deterrence of transnational criminal activity. This approval enables reimbursement of eligible costs, enhances interagency collaboration, and sustains public safety efforts that directly protect our border community.

BACKGROUND:

The Police Department's Fusion Center (MATRIX) was officially recognized by the State of Texas and the U.S. Department of Homeland Security in November 2010. Since 2008, the Police Department has financially supported the center's operation through Urban Area Security Initiative (UASI) and, more recently, State Homeland Security Program (SHSP) grant funding. Grant funds will be used to pay the salaries of the contract crime analysts and training and maintenance of the Fusion Center's software and hardware solutions.

COUNCIL OPTIONS:

1. Approve the resolution authorizing submission and administration of the application.
2. Decline approval and direct staff to return with alternative options.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

The Item was not reviewed by a City Council Commitee

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

N/A

RELATED CITY POLICIES:

El Paso Police Department Crime Analysis Operations Manual

El Paso Police Department Criminal Investigations Operations Manual Chapter 27: Critical Operating Capability

PRIOR COUNCIL ACTION:

The grant application for SHSP MATRIX Fusion Center FY2025 was approved on February 25, 2025 by City Council, FY2024 was approved by City Council on February 27, 2024, FY2023 was approved by City Council on February 7, 2023, FY2022 was approved by City Council on February 1, 2021, and FY2021 was approved by City Council on February 2, 2020. FY2020 was approved by City Council on February 18, 2020.

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

Grant funding in the amount $450,000.00 is requested from the Public Safety Office of the State of Texas under the SHSP Regular FY26 program.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

A. Resolution
B. Application

FOR MORE INFORMATION:

A/C Humbert Talamantes	915-212-4309	1594@elpasotexas,gov

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

SIGNATURE: _____

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

RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED this ___ day of _____ ,2026.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Peter Pacillas
Department Director

Print This Page

Agency Name: El Paso, City of
Grant/App: 5913701 **Start Date:** 9/1/2026 **End Date:** 8/31/2027

Project Title: TF/FC - SHSP - MATRIX Fusion Center FY26
Status: Pending OOG Review

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
746000749

Application Eligibility Certify:
Created on:2/25/2026 1:41:54 PM By:Edith Munoz

Profile Information

Applicant Agency Name: El Paso, City of
Project Title: TF/FC - SHSP - MATRIX Fusion Center FY26
Division or Unit to Administer the Project: El Paso Police Department: Fusion Center
Address Line 1: 300 N. Campbell
Address Line 2:
City/State/Zip: El Paso Texas 79901-1402
Start Date: 9/1/2026
End Date: 8/31/2027

Regional Council of Goverments(COG) within the Project's Impact Area: Rio Grande Council of Governments
Headquarter County: El Paso
Counties within Project's Impact Area: Brewster,Culberson,El Paso,Jeff Davis,Presidio

Grant Officials:
Authorized Official
Name: Elda Hefner
Email: rodriguez-hefnere@elpasotexas.gov
Address 1: 300 N. Campbell
Address 1:
City: El Paso, Texas 79901
Phone: 915-212-1795 Other Phone: 915-212-1162
Fax:
Title: Ms.
Salutation: Ms.
Position: Grants Administrator

Financial Official
Name: Margarita Marin
Email: marinmm@elpasotexas.gov
Address 1: 300 North Campbell St
Address 1:
City: EL PASO, Texas 79901
Phone: 915-212-1174 Other Phone:
Fax: 915-212-0042
Title: Ms.
Salutation: Ms.
Position: Comptroller

Project Director
Name: Magali Franco
Email: 2699@elpasotexas.gov
Address 1: 911 N. Raynor St.

Address 1:
City: El Paso, Texas 79903
Phone: 915-212-4003 Other Phone: 915-820-8836
Fax: 915-212-0260
Title: Ms.
Salutation: Lieutenant
Position: Lieutenant Auxiliary Support

Grant Writer
Name: Edith Munoz
Email: C2087@elpasotexas.gov
Address 1: 911 N. Raynor
Address 1:
City: El Paso , Texas 79903
Phone: 915-212-4286 Other Phone:
Fax:
Title: Ms.
Salutation: --- Select One ---
Position: Research Assistant

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide homeland security services
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 746000749
Unique Entity Identifier (UEI): KLZGKXNFVTL4

Narrative Information

Overview

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

Primary Mission and Purpose

State Homeland Security Program (SHSP) - Law Enforcement Terrorism Prevention Activities (LETPA): Supports state, tribal and local preparedness activities that continue to build law enforcement capabilities to prevent terrorist attacks and support critical prevention and protection activities. All LETPA investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP-LETPA projects must assist grantees in achieving target capabilities related to preventing, preparing for, or protecting against acts of terrorism.**

Eligibility Requirements

Cybersecurity Training Requirement
Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Government. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

Resolution from Governing Body
Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution with the application to be considered eligible for funding. The resolution must contain the following elements (see Sample Resolution):

- Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
- A commitment to provide all applicable matching funds;
- A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant;
- A designation of the name and/or title of a financial officer who is given the authority to submit financial and/or performance reports or alter a grant; and
- A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Criminal History Reporting
Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)
Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses
In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

National Incident Management System (NIMS) Implementation
Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Emergency Management Plans (Intermediate Level)
Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Program Income
Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Compliance with State and Federal Laws, Programs and Procedures – Local Units of Government
Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2027 2027 or the end of the grant period, whichever is later.

Compliance with State and Federal Laws, Programs and Procedures – Nonprofit Organizations
Each non-profit 501(c)(3) organization must certify that it does not have, and will continue not to have any policy, procedure, or agreement (written or unwritten) that in any way encourages, induces, entices, or aids any violations of immigration laws. Additionally, the organization certifies that it does not have in effect, purport to have in effect, and is not subject to or bound by any rule, policy, or practice (written or unwritten) that would: (1) encourage the concealment, harboring, or shielding from detection of fugitives from justice or aliens who illegally came to, entered, or remained in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii). Lastly, the organization certifies that it will not adopt, enforce, or endorse a policy which prohibits or materially limits the enforcement of immigration laws, and will not, as demonstrated by pattern or practice, prohibit or materially limit the enforcement of immigration laws.

Each non-profit organization must download, complete and then upload into eGrants the CEO/NGO Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements.

Program Requirements

Building and Sustaining Core Capabilities

1. All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.
3. Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.

Mission Areas
The National Preparedness Goal organizes the core capabilities into the five mission areas:

- Prevention. Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- Protection. Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- Mitigation. Reduce the loss of life and property by lessening the impact of future disasters.
- Response. Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- Recovery. Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

LETPA

Law Enforcement Terrorism Prevention Activities (LETPA)
The state is responsible for ensuring that at least 35 percent (35%) of the combined HSGP funds allocated under SHSP and UASI are dedicated towards law enforcement terrorism prevention activities, as defined in 6 U.S.C. 607.

Grant projects must be consistent with the Federal Emergency Management Agency (FEMA) Information Bulletin (IB) 412 which discusses eligible activities outlined in:

a. The National Prevention Framework;
b. The National Protection Framework where capabilities are shared with the prevention mission area;
c. Section 2006 of the Homeland Security Act of 2002, as amended; and
d. The FY 2007 Homeland Security Grant Program Guidance and Application Kit.

Activities eligible for use of LETPA focused funds include but are not limited to: Maturation and enhancement of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and training/hiring of intelligence analysts. Coordination between fusion centers and other analytical and investigative efforts. Implementation and maintenance of the Nationwide Suspicious Activity Reporting (SAR) Initiative. Implementation of the "If You See Something, Say Something" campaign to raise public awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners. Increased physical security, through law enforcement personnel and other protective measures, by implementing preventative and protective measures at critical infrastructure sites or at-risk nonprofit organizations.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.
X I certify to all of the application content and requirements.

Project Summary :

Briefly summarize the project, including proposed activities and intended impact.
This project supports the continued operation and enhancement of the El Paso Multi-Agency Tactical Response Information eXchange (MATRIX) Fusion Center to strengthen intelligence and information sharing capabilities, interdiction and disruption, public information and warning, operational coordination, terrorism prevention, and targeted violence mitigation. The MATRIX Fusion Center serves as the primary hub for the collection, analysis, and dissemination of threat-related information among local, state, tribal, and federal partners, as well as critical infrastructure stakeholders. Funding will sustain intelligence analysts, secure information-sharing systems, and analytical technology necessary to identify, assess, and disrupt emerging threats. The project will enhance suspicious activity reporting (SAR) intake and vetting, improve real-time situational awareness, and expand interagency collaboration to ensure timely dissemination of actionable intelligence. Emphasis will also be placed on maintaining compliance with federal privacy, civil rights, and civil liberties protections. By strengthening intelligence-led policing and multi-jurisdictional coordination, this investment directly supports homeland security priorities to prevent terrorism, reduce targeted violence, and protect the community from evolving threats. The project will improve regional readiness, accelerate threat response capabilities, and reinforce public safety through proactive information sharing and threat prevention efforts.

Problem Statement :
Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.
The El Paso Fusion Center serves as the region's primary intelligence and information-sharing hub responsible for detecting, analyzing, and disseminating threat information to prevent terrorism, targeted violence, and transnational criminal activity. The 2025 RGCOG Threat and Hazard Identification and Risk Assessment (THIRA) and 2025 RGCOG Stakeholder Preparedness Review (SPR) identify terrorism, transnational organized crime, and threats to critical infrastructure as significant and evolving risks. These assessments further document capability gaps in Intelligence and Information Sharing, Forensics and Attribution, Screening, search, and detection, Interdiction and Disruption, and Operational Coordination. As a major international border community, El Paso faces complex security challenges shaped by cross-border trafficking routes, organized criminal enterprises, and human smuggling networks. The THIRA recognizes that these threat environments create vulnerabilities that could be exploited by terrorist actors seeking logistical support, mobility, or financial networks. Additionally, statewide THIRA findings highlight increasing risks associated with targeted violence. The MATRIX Fusion Center is responsible for vetting Suspicious Activity Reports (SARs), conducting link and trend analysis, producing intelligence bulletins, and disseminating actionable information to federal, state, local, tribal, and private-sector partners. However, the SPR identifies limitations in sustained analytic capacity and real-time information sharing, which impact the Center's ability to provide continuous threat monitoring and rapid intelligence dissemination. Without sustained investment, these capability gaps will reduce situational awareness, delay threat identification, and hinder coordinated prevention efforts. This project directly addresses THIRA-identified shortfalls by strengthening intelligence operations and enhancing multi-agency information sharing to improve early detection, disruption, and prevention of terrorism and targeted violence within the region and the State of Texas.

Existing Capability Levels :
Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.
The MATRIX Fusion Center is a federally and state-recognized entity and a vital component of the National Fusion Center Network. It plays a crucial role in Region VIII's ability to meet capability targets and mitigate regional threats and hazards. Since FY2007, the MATRIX Fusion Center has been a continuing project, receiving SHSP funding annually. According to the most recent assessment, the center's existing capability levels meet or exceed the U.S. DHS-prescribed baseline capabilities. In previous grant periods, the MATRIX Fusion Center has implemented several key advancements: 1. Gunshot Detection System: This real-time detection technology allows the center to identify and respond to gunshots immediately. Early detection enables rapid field deployment to reduce potential loss of life during active shooter incidents. 2. Alert Notification System (Everbridge): This system was integrated to provide immediate notifications to federal partners and local law enforcement agencies during critical incidents, enhancing collaboration and response capabilities. 3. El Paso Threat Assessment Team (EPTAT): Established in 2023, EPTAT is a Multi-Agency Threat Assessment Team designed to identify, mitigate, and intervene with individuals posing a threat-to-life risk within the community. EPTAT has achieved early successes and continues to expand its network of local, state, and federal stakeholders. The upcoming grant period will focus on broadening EPTAT's reach by engaging private sector partners. Additionally, we have implemented Tip411, Vigilant LPR services, and CLEAR for law enforcement for our crime analysts and watch officers. These capabilities underscore the MATRIX Fusion Center's commitment to maintaining high operational standards and adapting to evolving threats. Continued support through grant funding will allow the center to sustain and enhance its essential functions.

Capability Gaps:
Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).
The project's activities are designed to directly address the capability gaps identified in the 2025 RGCOG SPR and support the achievement of the 2025 RGCOG Region VIII THIRA's capability targets. This will be accomplished by sustaining and enhancing funding in three key areas: Forensics and Attribution (2025 THIRA, pg. 35): Maintain coverage of topics identified in the THIRA's capability targets and SPR's capability gaps by sustaining funding for four existing analysts. These analysts are critical to maintaining current capabilities and ensuring the delivery of actionable intelligence. Intelligence and Information Sharing (2025 THIRA, pg. 39): Support existing systems that enhance the center's ability to gather and analyze intelligence, conduct continuous assessments, and produce reports for dissemination across Region VIII, the state, and the national fusion center network. Screening, search and detection (2025 THIRA, pg. 42): Support region with enhanced capabilities such as drones and FLIR truck, to respond to major events, incidents and investigations. By addressing these capability gaps, the project ensures that Region VIII remains equipped to manage evolving threats and hazards while strengthening its contributions to state and national preparedness goals.

Impact Statement :
Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.
This project supports the Information and Intelligence Sharing/Cooperation investment area and will enhance the State's ability to prevent, prepare for, protect against, and respond to acts of terrorism. It contributes to meeting the State's target capabilities and reducing overall risk by improving intelligence collection, integration, analysis, and information-sharing capabilities. Additionally, it fosters cooperation among state, federal, and local partners in critical areas of homeland security, including counterterrorism, cybersecurity, border security, and immigration enforcement. To address the growing "Threat to Life" risks, the MATRIX has assigned a dedicated analyst to work exclusively on Threat to Life initiatives in collaboration with the El Paso Threat Assessment Team (EPTAT) and local, state, and federal stakeholders. Impact: This project will address Intelligence and Information Sharing capability gaps identified in the State's Stakeholder Preparedness Review (SPR) and align with national. It will achieve this by supporting the execution of the intelligence cycle and ensuring threat information is shared with priority intelligence stakeholders following established dissemination protocols. Progress toward capability targets identified in the SPR will be measured through the SPR quantitative review process, which evaluates the development, sustainment, or loss of capabilities over time. Collaboration: The recipient is not aware of any logistical, technological, legal, policy, or other impediments to collaboration, networking, information sharing, or fostering a culture of national preparedness. If such impediments arise, the recipient will work with relevant partners to mitigate or eliminate them. The recipient will continue collaborating with all partners to prevent, prepare for, protect against, and respond to terrorism; meet target capabilities; support the national security mission of DHS and other federal agencies; and reduce risks to the high-risk urban area, the State, and the Nation. Performance: This project will sustain the MATRIX's current capabilities while enhancing performance. Continued funding is anticipated to improve the quality and quantity of analytic production and responsiveness to information requests, directly contributing to the center's mission and effectiveness.

Homeland Security Priority Actions:
Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. *1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises*.)
1.1.1 Enhance intelligence coordination and collaboration across the state's network of intelligence nodes and with federal partner organizations, to include development of common processes and standards for recognized fusion centers.

Target Group :
Identify the target group and population expected to benefit from this project.
The MATRIX, located within the El Paso Police Department, will be the main recipient of this grant. Additionally, the grant will benefit the entire region by facilitating the sharing of information to prevent terrorist activities, with regional Local, State, Tribal and Federal Law Enforcement Agencies in RGCOG Region VIII. Current effected population group is approximately 865,660 in El Paso County.

Long-Term Approach:
Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.
With this funding, the El Paso Police Department will be able to maintain a more efficient and effective regional response capacity. Continued funding will allow the department to enhance its response capabilities and improve

the quality of service to the citizens of El Paso and the RGCOG area of responsibility. In the absence of this funding, the department's capabilities would be diminished, requiring exploration of alternative funding sources, such as confiscated funds or general funds, to sustain current operational levels. Federal and state grants are essential to maintaining the department's response capabilities at their current level. Without continued support through these grants, the department may face challenges in upholding the high standards of service and regional security that are critical to public safety.

Project Activities Information

HSGP Instructions for Project Activity Selection

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Supporting Homeland Security Task Forces and Fusion Centers	100.00	Forces and Fusion Centers Projects that support directions under Federal Executive Order 14159, Protecting the American People Against Invasion, which calls for the establishment of Homeland Security Task Forces (HSTFs) nationwide. These multi-agency teams composed of federal and local law enforcement partners are tasked with disrupting and dismantling transnational criminal organizations, targeting cross border human smuggling and trafficking networks (especially those involving children), and using all appropriate law enforcement tools to support lawful immigration enforcement.

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of exercises conducted.	1
Number of individuals participating in exercises.	7
Number of intelligence and information sharing systems created, maintained or enhanced.	1
Number of intelligence products created.	1000
Number of people trained.	7
Number of trainings conducted.	1

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL

Number of agencies actively participating in the Intelligence and Information Sharing program.	15
Number of intelligence products distributed/shared.	2500
Percent (%) of population that can be reached by emergency public information technologies.	0

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:
_ Yes
X No
_ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?
_ Yes
X No
_ N/A

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:
X I Certify
_ Unable to Certify

Enter the debarment justification:

Homeland Security Information

FUND SOURCE INFORMATION AND REQUIREMENTS

DHS Project Type: Establish/enhance a terrorism intelligence/early warning system, center, or task force

Capabilities

Core Capability: Intelligence and Information Sharing

Identify if this investment focuses on building new capabilities or sustaining existing capabilities. : Existing Capabilities (Sustain)

Are the assets or activities Deployable or Shareable: Shareable

___ Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures

___ Check if these funds will support a project that was previously funded with HSGP funding

Project Management Step Involved:

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

Step: Execute

Description: The period within the project lifecycle during which the actual work of creating the project's deliverables is carried out.

Process: Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.

Milestones

Milestone: Analysts will produce a variety of products to include but not limited to a daily executive summary, weekly auto theft summary, monthly firearms, gang booking, and narcotics reports. Case support for investigative units, threat assessments for major events in the AOR. Trends and analysis for crimes.;
Completion Date: 09-30-2026

Milestone: Add New Fusion Partners; **Completion Date:** 12-01-2026
Milestone: Purchase software and equipment for Fusion Operations; **Completion Date:** 10-01-2026

NIMS Resources

___ Check if this project supports a NIMS typed resource

Enter the name of the typed resources from the Resource Type Library Tool:

Enter the ID of the typed resources from the Resource Type Library Tool:

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application
Enter the Year in which the Corporation was Founded: 0
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900
Enter the Employer Identification Number Assigned by the IRS: 0
Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:
Enter the Employer Identification Number Assigned by the IRS:
Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.
Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:
_ Yes
_ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:
_ Yes
_ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:
_ Yes
_ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.
Has the grant agency undergone an independent audit?

Select the appropriate response:
_ Yes
_ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:
_ Yes
_ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.
Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?
_ Yes
_ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?
_ Yes
_ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.
Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:
_ Yes
_ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Analyst (Organization)	Crime Analyst Ortigoza, crime analysts, is a full-time employee who provides specialized analytical support and expertise to the Fusion Center's gathering, continuous assessment, and development of intelligence and information reports and products to attain and mitigate capability gaps identified in both Region VII THIRA and State Preparedness Report (SPR). Salary period 09/01/2026 thru 08/31/2027. "	$75,713.82	$0.00	$0.00	$0.00	$75,713.82	100
Personnel	Analyst (Organization)	Crime Analyst Moreno is a full-time employee who provides specialized analytical support and expertise to the Fusion Center's gathering, continuous assessment, and development of intelligence and information reports and	$67,560.74	$0.00	$0.00	$0.00	$67,560.74	100

		products to attain and mitigate capability gaps identified in both Region VII THIRA and State Preparedness Report (SPR). Salary period 09/01/2026 through 08/31/2027. Represent the department at various meetings and interact with others in the department and representatives of other law enforcement agencies. Involves: Develop, support and maintain liaisons with federal, state, county and local law enforcement professionals to facilitate the exchange of crime and intelligence information, or information regarding changes or advancements within the field of law enforcement, or crime analysis, educational and training opportunities. Exchange information, coordinate efforts or present reports with narrative, statistical data, charts, maps or other graphics to convey detailed research findings and recommendations							

		in summary format. "						
Personnel	Analyst (Organization)	"Crime Analyst Alvarez is a full-time employee who provides specialized analytical support and expertise to the Fusion Center's gathering, continuous assessment, and development of intelligence and information reports and products to attain and mitigate capability gaps identified in both Region VII THIRA and State Preparedness Report (SPR). Salary period 09/01/2026 through 08/31/2027. Represent the department at various meetings and interact with others in the department and representatives of other law enforcement agencies. Involves: Develop, support and maintain liaisons with federal, state, county and local law enforcement professionals to facilitate the exchange of crime and intelligence information, or information regarding changes or advancements	$77,696.06	$0.00	$0.00	$0.00	$77,696.06	100

		within the field of law enforcement, or crime analysis, educational and training opportunities. Exchange information, coordinate efforts or present reports with narrative, statistical data, charts, maps or other graphics to convey detailed research findings and recommendations in summary format. "						
Personnel	Analyst (Organization)	Crime Analysis Manager Emerick will manage intelligence and crime analysis functions, and coordinate intelligence with Federal, State, local, tribal and private sector agencies for the El Paso Police Department's Fusion Center. Supervise assigned personnel. Involves: Schedule, assign, instruct, guide and check work. Appraise employee performance. Provide for training and development. Enforce personnel rules and regulations and work behavior standards firmly and impartially. Counsel, motivate	$99,206.38	$0.00	$0.00	$0.00	$99,206.38	100

		and maintain harmony. Interview applicants. Recommend hiring, termination, transfers, discipline, merit pay or other employee status changes. Salary Period 09/01/2026 to 08/31/2027						
Contractual and Professional Services	21GN-00-MAIN Maintenance	"Citizen Observer-TIP411subcription and support for a web-based community notification systems including crime alerts, anonymous tips, smartphone apps, and social media publishing, period: 09/01/2026 to 08/31/2027. " Total amount for yearly subscription is $42,000.00. Fusion Grant will cover $6949.84 and $35,050.16 will be paid through general funds.	$6,949.84	$0.00	$0.00	$0.00	$6,949.84	0
Contractual and Professional Services	21GN-00-MAIN Maintenance	Vigilant - subscription to cloud-based private, license plate data collection, period 09/01/2026 to 08/31/2027	$74,699.96	$0.00	$0.00	$0.00	$74,699.96	0
Contractual and Professional Services	21GN-00-MAIN Maintenance	West Publishing-CLEAR for Law Enforcement, online database used to locate individuals,	$44,173.20	$0.00	$0.00	$0.00	$44,173.20	0

		businesses, assets, and criminal records to accelerate investigations. Period: 09/01/2026 to 08/31/2027						
Travel and Training	Out-of-State Registration Fees (Training)	National Fusion Center Conference in Washington D.C Training Dates: April of 2027, for Director & Deputy Director to attend. Would cover Airfare, Hotel, Per/Diem, Registration, and Taxi/Uber, Total: $4000.00	$4,000.00	$0.00	$0.00	$0.00	$4,000.00	0

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$0.00	$0.00	$0.00	$0.00	$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	$125,823.00	$0.00	$0.00	$0.00	$125,823.00
Personnel	$320,177.00	$0.00	$0.00	$0.00	$320,177.00
Travel and Training	$4,000.00	$0.00	$0.00	$0.00	$4,000.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$450,000.00	$0.00	$0.00	$0.00	$450,000.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds

You are logged in as **User Name**: emunozmo

File #: 26-0390, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Fire, Chief Jonathan P. Killings, (915) 212-5665

AGENDA LANGUAGE:

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

A Resolution authorizing the Grants Administrator or designee to apply, submit, accept, reject, alter, or terminate grant applications, agreements, and related documents on behalf of the City to the Office of the Governor of the State of Texas, grant application number 5893901 for the El Paso Fire Department project identified as FY 2026 State Homeland Security Program (SHSP) Law Enforcement Terrorism Prevention Activities (LETPA) Special Operations Multi-Discipline Regional Reaction Project to provide financial assistance to the City of El Paso. Requesting $191,342.94 with no cash match required to purchase equipment, including vehicles, trailers, compressors, and generators, for the Special Operations Division Special Response Teams.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Fire Department

AGENDA DATE: 4/1/26

PUBLIC HEARING DATE: 4/1/26

CONTACT PERSON NAME: Jonathan P. Killings **PHONE NUMBER:** 915-212-5665

2nd CONTACT PERSON NAME: **PHONE NUMBER:** 915-212-5665

DISTRICT(S) AFFECTED: All Districts

AGENDA ITEM:

A Resolution authorizing the Grants Administrator or designee to apply, submit, accept, reject, alter, or terminate grant applications, agreements, and related documents on behalf of the City to the Office of the Governor of the State of Texas, grant application number 5893901 for the El Paso Fire Department project identified as FY 2026 SHSP LETPA Special Operations Multi-Discipline Regional Reaction Project to provide financial assistance to the City of El Paso. Requesting $191,342.94 with no cash match required to purchase equipment, including vehicles, trailers, compressors, and generators for the Special Operations Division Special Response Teams

ISSUE STATEMENT:

This grant funding will help support the purchase of essential equipment for the Special Operations Division Special Response Teams, including one vehicle, four trailers, compressors, and generators.

BACKGROUND:

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

COUNCIL OPTIONS:

N/A

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

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

N/A

RELATED CITY POLICIES:

N/A

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

ASF
Resolution
GIF A
Application

FOR MORE INFORMATION:

Bryan Silva (acting Chief) 915-212-5665 Silvabc@elpasotexas.gov

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

SIGNATURE: Bryan Silva Digitally signed by Bryan Silva Date: 2026.03.16 14:57:14 -06'00'

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

RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED this ____ day of _____ 2026.

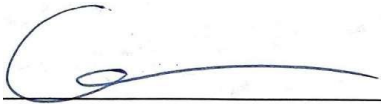
CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Carlos L. Armendariz
Assistant City Attorney

APPROVED AS TO CONTENT:



Jonathan P. Killings
Fire Chief

Grant Information Form
Part A - Grant Application

Office of the Comptroller

This form is to be used to provide information to the Grants Administration Division (GAD) for grant applications, grant awards.

Department:

Fire

DUNS-058873019/UEI-KLZGKXNFVTL4

A. GRANT APPLICATION

A1. Department Programmatic Contact Person

Name:

Armando Valencia

Title:

Assistant Emergency Management Coordinator

Phone No.:

(915)838-3264

Email:

valenciaa@elpasotexas.gov

A2. Grant Data

Funding Agency:

Texas Department of Public Safety-Office of the Governor

Grant Name:

FY26 SHSP LETPA Special Operations Multi-Discipline

CFDA/ALN: ('n/a' if unavailable)

N/A

Find Federal Program Information

Application Due Date:

March 16, 2026

NOTE: If application due date does NOT meet the 14 working day requirement, application MUST be accompanied with a memo from your DCM requesting a one-time exception in order to be processed.

Requires Signature or Review from:

- [x] *Mayor*
- [x] *City Manager*
- [ ] *Legal Review*

A3. Financial Data

Amount of Granting Agency Funds Requested:

$ $191,342.94

Amount of City Matching Funds Requested:

$ $0.00

Amount of In-Kind Funds Requested:

$ $0.00

Amount of "other" matching Funds:

$ $0.00

Other Matching Funds Source:

N/A

Total Amount Requested:

$ $191,342.94

A4. Grant Classification

- [x] *Competitive (award based on competition)*
- [ ] *Entitlement (set of funds determined by formula)*
- [ ] *Continuation (ongoing funding)*

Grant Information Form - Part A

A5. City Match Certification

Has City Match been secured by the Department Director?

☐ Yes ☐ No ● N/A

Is the match secured for the life of the grant?

☐ Yes ☐ No ● N/A

Does this grant allow for operating/administrative costs?

☐ Yes ● No ☐ % *Amount:* $

How is the match amount determined?

☐ *Fixed Amount:* $ $0.00

☐ *Percentage of Project Cost:* 0% %

☑ *Other (Please explain):*

No City Grant Match required

For this fiscal year, how much of the local match amount is already in the department's budget:

$ $0.00

Not budgeted:

$ $0.00

Proposed source of match:

N/A

Description of Grant:

City of El Paso Fire Department is seeking funding in the amount of $191,342.94 from the Public Safety Office of the State of Texas FY26 SHSP LETPA Grant Application.

Funding will be used to purchase equipment for the Special Operations Division Special Response Teams- One vehicle, four trailers, compressors & generators

REQUIRED SIGNATURES

Preparer

eSigned via GovOS.com
Claudia Martinez
Key: 086a2d42 0362 46fc ab00 18bf8ccfb0a4
SIGNED BY: CLAUDIA MARTINEZ

Date

03/06/2026

Department Director

eSigned via GovOS.com
Robert Arvizu
Key: 1c178a5a 70cb 46b9 bda0 4167055301bb
SIGNED BY: ROBERT ARVIZU

Date

03/06/2026

Grants Administration Div.

eSigned via GovOS.com
Elda Rodriguez-Hefner
Key: 7b270d1a-4424-4b13-b00f-4f1544d1d4a3
SIGNED BY: ELDA RODRIGUEZ-HEFNER

Date

03/06/2026

Legal Review

Date

03/06/2026

2:29 PM

Agency Name: City of El Paso
Grant/App: 5893901
Start Date: 9/1/2026
Project Title: FY26 SHSP LETPA Special Operations Multi-Discipline Regional Reaction Project
Status: Application Pending Submission
End Date: 8/31/2027
Fund Source: HS-Homeland Security Grant Program (HSGP)
Current Program Manager:
Liquidation Date:
Original Award: $0.00
Current Budget: $191,342.94
Current Award: $0.00
CFDA: 97.067
OOG Solicitation: SHSP LETPA Solicitation -FY26 Announcement

Printer Friendly

General Information and Instructions

View Instructions

View When are My Snapshots Archived?

View Current Grant Information by Page

Collapse All

Collapse Eligibility

Eligibility Information

View Introduction

View Instructions

View Funding Opportunities

View Submission Process

View Selection Process

View Monitoring

View Juvenile Justice and Youth Projects

View Adoptions by Reference

Your organization's Texas Payee/Taxpayer ID Number:
17460007499009

Application Eligibility Certify:
Created on:2/19/2026 12:09:19 PM By:Ismael Trinidad

Collapse Profile Details

Profile Information

View Introduction

View How Do I Assign a New Contact?

View List of Permissions By Role

View Messages to OOG
Applicant Agency Name: City of El Paso
Project Title: FY26 SHSP LETPA Special Operations Multi-Discipline Regional Reaction Project
Start Date: 9/1/2026
End Date: 8/31/2027
Division or Unit to Administer the Project: City of El Paso Fire Department Special Response Division
Regional Council of Goverments(COG) within the Project's Impact Area: Rio Grande Council of Governments
Headquarter County: El Paso
Counties within Project's Impact Area: Brewster,Culberson,Hudspeth,Jeff Davis,Presidio

Address Line 1: 6055 Threadgill
Address Line 2:
City/State/Zip: El Paso Texas 79924-6327
Payment Address Line 1:
Payment Address Line 2:
Payment City/State/Zip:

Grant Officials:
Authorized Official
Name: Elda Hefner
Email: rodriguez-hefnere@elpasotexas.gov
Address 1: 300 N. Campbell
Address 1:
City: El Paso, Texas 79901
Phone: 915-212-1795 Other Phone: 915-212-1162
Fax:
Agency:
Title: Ms.
Salutation: Ms.
Position: Grants Administrator

Financial Official
Name: Margarita Marin
Email: marinmm@elpasotexas.gov
Address 1: 300 North Campbell St
Address 1:
City: EL PASO, Texas 79901
Phone: 915-212-1174 Other Phone:
Fax: 915-212-0042
Agency:
Title: Ms.
Salutation: Ms.
Position: Comptroller

Project Director
Name: Brandon Kovach
Email: kovachbl@elpasotexas.gov
Address 1: 6055 Threadgill
Address 1:
City: El Pa, Texas 79924
Phone: 915-471-7900 Other Phone: 915-474-7209
Fax:
Agency:
Title: Mr.
Salutation: Chief
Position: Special Operations Chief

Grant Writer
Name: Ismael Trinidad
Email: TrinidadIX@elpasotexas.gov
Address 1: 6055 Threadgill
Address 1:
City: El Paso, Texas 79938
Phone: 915-838-3267 Other Phone:
Fax:
Agency:
Title: Mr.
Salutation: Mr.
Position: Grant Coordinator

Collapse Grant Vendor Details

Grant Vendor Information

View Introduction

View Features

View Forms

View How Do I Change My Banking Information?

View How Do I Upload Documents to this Project?

View When are My Banking Documents Archived?

View Resources

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide homeland security services
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460007499009
Unique Entity Identifier (UEI): KLZGKXNFVTL4
Payment Address Line 1:
Payment Address Line 2:
Payment City/State/Zip:

Collapse Narrative

Narrative Information

View Introduction

Overview

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

Primary Mission and Purpose

State Homeland Security Program (SHSP) - Law Enforcement Terrorism Prevention Activities (LETPA): Supports state, tribal and local preparedness activities that continue to build law enforcement capabilities to prevent terrorist attacks and support critical prevention and protection activities. All LETPA investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP-LETPA projects must assist grantees in achieving target capabilities related to preventing, preparing for, or protecting against acts of terrorism.**

Eligibility Requirements

Cybersecurity Training Requirement
Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Government. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

Resolution from Governing Body
Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution with the application to be considered eligible for funding. The resolution must contain the following elements (see Sample Resolution):

- Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
- A commitment to provide all applicable matching funds;
- A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant;
- A designation of the name and/or title of a financial officer who is given the authority to submit financial and/or performance reports or alter a grant; and
- A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Criminal History Reporting
Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)
Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses
In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

National Incident Management System (NIMS) Implementation
Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Emergency Management Plans (Intermediate Level)
Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Program Income
Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Compliance with State and Federal Laws, Programs and Procedures – Local Units of Government
Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2027 2027 or the end of the grant period, whichever is later.

Compliance with State and Federal Laws, Programs and Procedures – Nonprofit Organizations
Each non-profit 501(c)(3) organization must certify that it does not have, and will continue not to have any policy, procedure, or agreement (written or unwritten) that in any way encourages, induces, entices, or aids any violations of immigration laws. Additionally, the organization certifies that it does not have in effect, purport to have in effect, and is not subject to or bound by any rule, policy, or practice (written or unwritten) that would: (1) encourage the concealment, harboring, or shielding from detection of fugitives from justice or aliens who illegally came to, entered, or remained in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii). Lastly, the organization certifies that it will not adopt, enforce, or endorse a policy which prohibits or materially limits the enforcement of immigration laws, and will not, as demonstrated by pattern or practice, prohibit or materially limit the enforcement of immigration laws.

Each non-profit organization must download, complete and then upload into eGrants the CEO/NGO Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements.

Program Requirements

Building and Sustaining Core Capabilities

1. All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.
3. Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.

Mission Areas
The National Preparedness Goal organizes the core capabilities into the five mission areas:

- Prevention. Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- Protection. Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- Mitigation. Reduce the loss of life and property by lessening the impact of future disasters.
- Response. Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- Recovery. Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

LETPA

Law Enforcement Terrorism Prevention Activities (LETPA)
The state is responsible for ensuring that at least 35 percent (35%) of the combined HSGP funds allocated under SHSP and UASI are dedicated towards law enforcement terrorism prevention activities, as defined in 6 U.S.C. 607.

Grant projects must be consistent with the Federal Emergency Management Agency (FEMA) Information Bulletin (IB) 412 which discusses eligible activities outlined in:

a. The National Prevention Framework;
b. The National Protection Framework where capabilities are shared with the prevention mission area;
c. Section 2006 of the Homeland Security Act of 2002, as amended; and
d. The FY 2007 Homeland Security Grant Program Guidance and Application Kit.

Activities eligible for use of LETPA focused funds include but are not limited to: Maturation and enhancement of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and training/hiring of intelligence analysts. Coordination between fusion centers and other analytical and investigative efforts. Implementation and maintenance of the Nationwide Suspicious Activity Reporting (SAR) Initiative. Implementation of the "If You See Something, Say Something" campaign to raise public awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners. Increased physical security, through law enforcement personnel and other protective measures, by implementing preventative and protective measures at critical infrastructure sites or at-risk nonprofit organizations.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

☑ **I certify to all of the application content and requirements.**

Project Summary :
Briefly summarize the project, including proposed activities and intended impact.
This project is requesting funds to purchase 1 multi-discipline reaction vehicle and 4 trailers. This equipment will assist the El Paso Fire Department's ability to prevent, protect, react and recover from incidents that originate from acts of terrorism (internationally or domestically), technological or natural disasters and accidentally caused human events. The project will support specialized units, including Water Rescue, HAZMAT, USAR, and Search and Rescue operations. El Paso's specialized teams provide key core capabilities such as operational coordination, threat and hazard identification, environmental response and health and safety, situational assessment, and mass search and rescue operations. The teams were created using UASI funding. Loss of UASI funding severely threatens the ability for the teams to continue to provide the expected level of service both locally and regionally. This project addresses gaps with equipment needed to maintain and improve prevention, protection, reaction and recovery abilities. The equipment described in this grant will be used when reacting to acts of terrorism and in support of law enforcement - El Paso Police Department, El Paso County Sheriffs, TDPS, FBI, HSI, Border Patrol.

Problem Statement :
Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.
The City and County of El Paso are located in remote West Texas along the border with Juárez, Mexico, and the State of New Mexico. Although part of Texas, the region operates on Mountain Standard Time, while most state resources are more than 12 hours away in the Central Standard Time zone. The nearest comparable metropolitan areas are Albuquerque, New Mexico, and Tucson and Phoenix, Arizona. The Paso del Norte region is recognized by local, state, and federal agencies as an urban island. Due to its isolation and complex border challenges, El Paso employs a whole-community approach, partnering with local, tribal, state, interstate, federal, and international agencies. Its specialized teams are the only ones in far West Texas equipped to address all hazards—natural and human-caused. Additionally, the potential for terrorist activities grows daily. El Paso supports a FEMA Type III Hazardous Materials Team, Local Urban Search and Rescue Team and a Special Rescue team. These teams are needed in the region to reduce the risk of chemical, biological, radiological, nuclear, and high-yield explosives (CBRNE) incidents through early detection and identification. These teams increase the state's ability to react in order to minimize damage and loss of life due to terrorism and criminal attacks. The El Paso community is confronted with several significant challenges, including both domestic and international terrorism, persistent violence linked to drug trafficking, large-scale cross-border migration, human smuggling operations, the routine

transport of hazardous materials across the border, and outbreaks of public health emergencies.. The RGCOG Threat and Hazard Identification and Risk Assessment (THIRA) 2025 identifies several terrorism related scenarios in which the equipment provided by this project would help to close defined capability gaps. The El Paso Fire Department Specialty Teams are a critical force in regional protection, mitigation, reaction, intelligence gathering, and recovery operations, providing skilled, decisive support to both the community and our law enforcement partners.

Existing Capability Levels :
Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.
The El Paso Fire Department supports 4 specialized teams. These teams include a Regional Hazardous Materials Team, Water Rescue Team, Search and Rescue Team, and a USAR Team with confined space, high angle, structural collapse, and trench rescue capabilities. Current resources that support these specialized teams and projects include a designated department (Special Operations) specifically meant to address the needs of the teams. There is a yearly city budget designated for special operations that is to be spent for all teams equipment, travel, and training.

Capability Gaps:
Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).
Interdiction and Disruption SPR Step 1: Assess Capabilities Capability Target - Within 3 min. of the identification or notification of a credible threat, conduct outreach to the fusion center and Joint Terrorism Task Force (JTTF) in the community and identify 100 personnel assigned to support follow up interdiction and disruption activities that may be undertaken against identified suspects and/or contraband. 2025 Stakeholder Preparedness Review (SPR) RGCOG, Page 55

Impact Statement :
Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.
Upon completion/purchase of the multi-discipline reaction vehicle and trailers, the EPFD Special Operations Specialized Teams will significantly improve its ability to prevent, protect, react and recover from incidents that originate from acts of terrorism (internationally or domestically), technological or natural disasters and accidentally caused human events. By acquiring reliable, a mission-ready multi-discipline protection and reaction vehicle and trailers, the EPFD Special Operations Division will sustain and enhance its specialized tactical teams, serve as a vital law enforcement support partner, improve operational readiness, strengthen rapid response capabilities, and reduce departmental costs.

Homeland Security Priority Actions:
Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. *1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises*.)
Texas Homeland Security Strategic Plan 2021-2025, Focus: Prevention - Prevent, avoid, or stop an imminent, threatened, or actual act of terrorism. Page 4. Goal 2: Protect: 2.2 - Reduce the risk of chemical, biological, radiological, nuclear, and high-yield explosives (CBRNE) incidents by enhancing control and early detection capabilities. Texas Homeland Security Strategic Plan 2021-2025, Page 40.

Target Group :
Identify the target group and population expected to benefit from this project.
The equipment and funding provided through this grant will assist the City of El Paso Fire Department Special Operations Division and its law enforcement partners in fulfilling their shared mission to protect the more than 800,000 residents of the City and County of El Paso.

Long-Term Approach:
Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.
The EPFD Special Operations Division will sustain the capabilities provided by this project through dedicated departmental funding, preventive maintenance programs, and ongoing staff training, ensuring vehicle(s) and equipment remain mission-ready. While future federal or state grants may support enhancements, core operational readiness and specialized team capabilities will be maintained without reliance on additional external funding.

Collapse Project Activities

Project Activities Information

View Introduction

View Icons

HSGP Instructions for Project Activity Selection

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Support of First Responder Capabilities	100.00	Funding provided through this grant for the purchase of equipment will be used to support and strengthen the City of El Paso Fire Department’s Special Operations tactical teams, including HAZMAT, Urban Search and Rescue, and

		Water Rescue teams. By enhancing these specialized teams, the department's ability to effectively respond to acts of terrorism in support of our law enforcement is significantly improved.

Collapse Measures

Measures Information

View Introduction

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of exercises conducted.	40
Number of individuals participating in exercises.	130
Number of people trained.	130
Number of Special Response Team personnel provided with new or updated equipment.	130
Number of Special Response Teams created, maintained or enhanced.	4
Number of trainings conducted.	40

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

Collapse Documents

Documents Information

View Introduction

View Single Audits

View

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

- ○ Yes
- ◉ No
- ○ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

- ○ Yes
- ◉ No
- ○ N/A

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- ◉ I Certify
- ○ Unable to Certify

Enter the debarment justification:

Collapse Homeland Security

Homeland Security Information

FUND SOURCE INFORMATION AND REQUIREMENTS

DHS Project Type: Enhance capabilities to respond to CBRNE events

Capabilities

Core Capability: Interdiction and Disruption

Identify if this investment focuses on building new capabilities or sustaining existing capabilities. : Existing Capabilities (Sustain)

Are the assets or activities Deployable or Shareable: Shareable

___ Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures

___ Check if these funds will support a project that was previously funded with HSGP funding

Project Management Step Involved:

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

Step: Execute

Description: The period within the project lifecycle during which the actual work of creating the project's deliverables is carried out.

Process: Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given

project.

Milestones

Milestone: Begin procurement/purchasing of grant equipment.; **Completion Date:** 12-01-2026
Milestone: Receive grant equipment.; **Completion Date:** 03-31-2027
Milestone: Confirmation of purchases, receipt of equipment, close out grant.; **Completion Date:** 06-30-2027

NIMS Resources

___ Check if this project supports a NIMS typed resource

Enter the name of the typed resources from the Resource Type Library Tool:

Enter the ID of the typed resources from the Resource Type Library Tool:

Collapse Budget Details

Budget Details Information

View Introduction

View Instructions

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	03SR-01-COMP Compressor, Industrial Air	Compressor - SpeedAire Electric Air Compressor: 7.5 HP, 2 Stage, vertical, 80 gall, 24.5 CFM, 175 PSI. $4,592.13 EACH. QTY. 2.	$9,184.26	$0.00	$0.00	$0.00	$9,184.26	2
Equipment	10GE-00-GENR Generators	Generator - Honda Portable Inverter Generator, 3000 Surge Watts, 2800 Rated Watts, Electric Start, Model# EU3000S1AN, $2,000 EACH. QTY 1	$2,000.00	$0.00	$0.00	$0.00	$2,000.00	1
Equipment	10GE-00-GENR Generators	Generator - GENERAC frame generator with cord: Conventional, Gasoline, 6,500 W Running, 8,125 W Starting, Recoil Item 892G76., Mfr. Model 7672, Grainger : Standard output 4000-7,999. $1,153.07 EACH. QTY. 1	$2,306.14	$0.00	$0.00	$0.00	$2,306.14	2
Equipment	10GE-00-GENR Generators	Generator, Solar Generator 1000W Portable Power Station with Solar Panel Included, 1024Wh LiFePO4 (LFP) Battery with 120V AC. $515 EACH. QTY 1.	$515.00	$0.00	$0.00	$0.00	$515.00	1
Equipment	12TR-00-TEQP Trailer, Equipment	Trailer - 2026 Rock Solid Cargo 24' ENCLOSED CARGO 10K CAR HAULER TRAILER Cargo / Enclosed Trailer (USAR Regional	$16,500.00	$0.00	$0.00	$0.00	$16,500.00	1

		Trailer) - $16,500.00, EACH, QTY. 1.							
Equipment	12TR-00-TEQP Trailer, Equipment	Trailer, New 2026 ROCKSOLID RS 8.5X26 8.5X26 ENCLOSED 7K AXLES, #O/ORS26COMAND, $31,500.00 EACH, QTY. 2	$63,000.00	$0.00	$0.00	$0.00	$63,000.00		2
Equipment	12TR-00-TEQP Trailer, Equipment	Trailer, 8.5 X 16', enclosed trailer, (CERT -Regional Community Emergency Reaction Team). $11,500 EACH, QTY. 1.	$11,500.00	$0.00	$0.00	$0.00	$11,500.00		1
Equipment	12VE-00-MISS Vehicle, Specialized Mission	Vehicle, 2026 Ford F-450 4door Dis Red, Camper Shell Red, Slide out Tray, ranch hand front bumper, Console, BW trailer hitch 2 5/16 . $86,337.54 EACH. QTY - 1.	$86,337.54	$0.00	$0.00	$0.00	$86,337.54		1

Collapse Source of Match Details

Source of Match Information

View Introduction

View Instructions

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$0.00	$0.00	$0.00	$0.00	$0.00

Collapse Budget Summary

Budget Summary Information

View Introduction

View Instructions

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Equipment	$191,342.94	$0.00	$0.00	$0.00	$191,342.94

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$191,342.94	$0.00	$0.00	$0.00	$191,342.94

Collapse Conditions of Funding

Condition Of Fundings

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds

Collapse Conversion Data

Creating a Snapshot for this Project

Enter a description for the Snapshot, then click the 'Create a New Snapshot' button. Your new Snapshot will display below.

Application Navigation Links

Navigating to another Tab in this Project
Click on a link below to 'go to' the selected tab for this project in eGrants.

Eligibility
Profile
Narrative
Activities
Measures
Activities
Documents
Budget
Source.of.Match
Budget.Summary
Grant.Vendor
Homeland.Security

View All of the Snapshots for this Project

Click on the 'Export to Word' link to view a Snapshot of the grant project as of the date / time displayed in the description to the left of this link. Then click the 'Open' or 'Save' button when prompted. You can export your results to Microsoft Word. Click on the 'Printer Friendly' link to view a Snapshot of the grant project as of the date / time displayed in the description to the far left of this link. Then you can print your results by pressing the 'Ctrl' + 'P' buttons at the same time on your keyboard. Follow the Print dialog box prompt to print to a location of your choice. After printing the results, click on red 'X' (Close) icon to close this screen.

File #: 26-0391, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Fire, Chief Jonathan P. Killings, (915) 212-5665

AGENDA LANGUAGE:

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

A Resolution authorizing the Grants Administrator or designee to apply, submit, accept, reject, alter, or terminate grant applications, agreements, and related documents on behalf of the City to the Office of the Governor of the State of Texas, grant application number 5894601 for the El Paso Fire Department project identified as FY26 State Homeland Security Program (SHSP) City of El Paso Office of Emergency Management Enhancement of Emergency Operations Center to provide financial assistance to the City of El Paso. Requesting $204,386.97 with no cash match required to purchase equipment and supplies for the OEM Emergency Operations Center.

RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED this ____ day of _____ 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Carlos Armendariz
Assistant City Attorney

APPROVED AS TO CONTENT:

Bryan Silva (acting Chief)

Jonathan P. Killings
Fire Chief

Grant Information Form
Part A - Grant Application

Office of the Comptroller

This form is to be used to provide information to the Grants Administration Division (GAD) for grant applications, grant awards.

Department:

Fire

DUNS-058873019/UEI-KLZGKXNFVTL4

A. GRANT APPLICATION

A1. Department Programmatic Contact Person

Name:

Armando Valencia

Title:

Assistant Emergency Management Coordinator

Phone No.:

(915)838-3264

Email:

valenciaa@elpasotexas.gov

A2. Grant Data

Funding Agency:

Texas Department of Public Safety-Office of the Governor

Grant Name:

FY26 SHSP (R) City of El Paso OEM Enhancement of EOC

CFDA/ALN: ('n/a' if unavailable)

97.067

Find Federal Program Information

Application Due Date:

March 16, 2026

NOTE: If application due date does NOT meet the 14 working day requirement, application MUST be accompanied with a memo from your DCM requesting a one-time exception in order to be processed.

Requires Signature or Review from:

- [ ] *Mayor*
- [x] *City Manager*
- [x] *Legal Review*

A3. Financial Data

Amount of Granting Agency Funds Requested:

$ $204,386.97

Amount of City Matching Funds Requested:

$ $0.00

Amount of In-Kind Funds Requested:

$ $0.00

Amount of "other" matching Funds:

$ $0.00

Other Matching Funds Source:

N/A

Total Amount Requested:

$ $204,386.97

A4. Grant Classification

- [x] *Competitive (award based on competition)*
- [ ] *Entitlement (set of funds determined by formula)*
- [ ] *Continuation (ongoing funding)*

Grant Information Form - Part A

A5. City Match Certification

Has City Match been secured by the Department Director?

☐ Yes ☐ No ● N/A

Is the match secured for the life of the grant?

☐ Yes ☐ No ● N/A

Does this grant allow for operating/administrative costs?

☐ Yes ● No ☐ % *Amount:* $

How is the match amount determined?

☐ *Fixed Amount:* $ $0.00

☐ *Percentage of Project Cost:* 0% %

☑ *Other (Please explain):*

No City Grant Match Required

For this fiscal year, how much of the local match amount is already in the department's budget:

$ $0.00

Not budgeted:

$ $0.00

Proposed source of match:

N/A

Description of Grant:

City of El Paso Fire Department Office of Emergency Management is seeking funding from the Public Safety Office of the State of Texas FY26 SHSP (R) Grant Application. Funding will be used to purchase equipment and supplies for the OEM Emergency Operations Center (EOC) and back EOC (computer equipment and peripherals, misc., etc. Generator for backup EOC)

REQUIRED SIGNATURES

Preparer

eSigned via GovOS.com
Claudia Martinez
Key: 086a2d42 0362 46fc ab00 18bf8ccfb0a4
SIGNED BY: CLAUDIA MARTINEZ

Date 03/05/2026

Department Director

eSigned via GovOS.com
Jonathan P. Killings
Key: 1e178a5a 70cb 46b9 bda0 4167055301bb
SIGNED BY: JONATHAN P. KILLINGS

Date 03/05/2026

Grants Administration Div.

eSigned via GovOS.com
Elda Rodriguez-Hefner
Key: 7b270d1a-4424-4b13-b00f-4f1544d1d4e3
SIGNED BY: ELDA RODRIGUEZ-HEFNER

Date 03/05/2026

Legal Review

Date 03/05/2026

12:21 PM

Agency Name: City of El Paso
Grant/App: 5894601
Start Date: 9/1/2026
Project Title: FY26 SHSP City of El Paso Office of Emergency Management Enhancement of EOC
Status: Application Pending Submission
End Date: 8/31/2027
Fund Source: HS-Homeland Security Grant Program (HSGP)
Current Program Manager:
Liquidation Date:
Original Award: $0.00
Current Budget: $204,386.97
Current Award: $0.00
CFDA: 97.067
OOG Solicitation: SHSP Regular Solicitation - FY26 Announcement

Printer Friendly

General Information and Instructions

View Instructions

View When are My Snapshots Archived?

View Current Grant Information by Page

Collapse All

Collapse Eligibility

Eligibility Information

View Introduction

View Instructions

View Funding Opportunities

View Submission Process

View Selection Process

View Monitoring

View Juvenile Justice and Youth Projects

View Adoptions by Reference

Your organization's Texas Payee/Taxpayer ID Number:
746000749

Application Eligibility Certify:
Created on:2/19/2026 1:54:14 PM By:Ismael Trinidad

Collapse Profile Details

Profile Information

View Introduction

View How Do I Assign a New Contact?

View List of Permissions By Role

View Messages to OOG
Applicant Agency Name: City of El Paso
Project Title: FY26 SHSP City of El Paso Office of Emergency Management Enhancement of EOC
Start Date: 9/1/2026
End Date: 8/31/2027
Division or Unit to Administer the Project: Office of Emergency Management
Regional Council of Goverments(COG) within the Project's Impact Area: Rio Grande Council of Governments
Headquarter County: El Paso
Counties within Project's Impact Area: Brewster,Culberson,Hudspeth,Jeff Davis,Presidio

Address Line 1: 6055 Threadgill Avenue
Address Line 2:
City/State/Zip: El Paso Texas 79924-6327
Payment Address Line 1:
Payment Address Line 2:
Payment City/State/Zip:

Grant Officials:
Authorized Official
Name: Elda Hefner
Email: rodriguez-hefnere@elpasotexas.gov
Address 1: 300 N. Campbell
Address 1:
City: El Paso, Texas 79901
Phone: 915-212-1795 Other Phone: 915-212-1162
Fax:
Agency:
Title: Ms.
Salutation: Ms.
Position: Grants Administrator

Financial Official
Name: Margarita Marin
Email: marinmm@elpasotexas.gov
Address 1: 300 North Campbell St
Address 1:
City: EL PASO, Texas 79901
Phone: 915-212-1174 Other Phone:
Fax: 915-212-0042
Agency:
Title: Ms.
Salutation: Ms.
Position: Comptroller

Project Director
Name: Armando Valencia
Email: valenciaa@elpasotexas.gov
Address 1: 6055 Threadgill
Address 1:
City: El Paso, Texas 79924
Phone: 915-706-1924 Other Phone: 915-838-3264
Fax:
Agency:
Title: Mr.
Salutation: Chief
Position: Assistant Emergency Management Coordinator

Grant Writer
Name: Ismael Trinidad
Email: TrinidadIX@elpasotexas.gov
Address 1: 6055 Threadgill
Address 1:
City: El Paso, Texas 79938
Phone: 915-838-3267 Other Phone:
Fax:
Agency:
Title: Mr.
Salutation: Mr.
Position: Grant Coordinator

Collapse Grant Vendor Details

Grant Vendor Information

View Introduction

View Features

View Forms

View How Do I Change My Banking Information?

View How Do I Upload Documents to this Project?

View When are My Banking Documents Archived?

View Resources

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide homeland security services
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 746000749
Unique Entity Identifier (UEI): KLZGKXNFVTL4
Payment Address Line 1:
Payment Address Line 2:
Payment City/State/Zip:

Collapse Narrative

Narrative Information

View Introduction

Overview

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

Primary Mission and Purpose

State Homeland Security Program (SHSP): Supports state, Tribal and local preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. All investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP projects must assist grantees in achieving target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.**

Eligibility Requirements

Cybersecurity Training Requirement
Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Government. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

Resolution from Governing Body
Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution with the application to be considered eligible for funding. The resolution must contain the following elements (see Sample Resolution):

- Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
- A commitment to provide all applicable matching funds;
- A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant;
- A designation of the name and/or title of a financial officer who is given the authority to submit financial and/or performance reports or alter a grant; and
- A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Criminal History Reporting
Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)
Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses
In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

National Incident Management System (NIMS) Implementation
Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Emergency Management Plans (Intermediate Level)
Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Program Income
Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Compliance with State and Federal Laws, Programs and Procedures – Local Units of Government
Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2027 2027 or the end of the grant period, whichever is later.

Compliance with State and Federal Laws, Programs and Procedures – Nonprofit Organizations
Each non-profit 501(c)(3) organization must certify that it does not have, and will continue not to have any policy, procedure, or agreement (written or unwritten) that in any way encourages, induces, entices, or aids any violations of immigration laws. Additionally, the organization certifies that it does not have in effect, purport to have in effect, and is not subject to or bound by any rule, policy, or practice (written or unwritten) that would: (1) encourage the concealment, harboring, or shielding from detection of fugitives from justice or aliens who illegally came to, entered, or remained in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii). Lastly, the organization certifies that it will not adopt, enforce, or endorse a policy which prohibits or materially limits the enforcement of immigration laws, and will not, as demonstrated by pattern or practice, prohibit or materially limit the enforcement of immigration laws.

Each non-profit organization must download, complete and then upload into eGrants the CEO/NGO Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements.

Program Requirements

Building and Sustaining Core Capabilities

1. All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.
3. Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.

Mission Areas
The National Preparedness Goal organizes the core capabilities into the five mission areas:

- Prevention. Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- Protection. Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- Mitigation. Reduce the loss of life and property by lessening the impact of future disasters.
- Response. Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- Recovery. Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

☑ **I certify to all of the application content and requirements.**

Project Summary :
Briefly summarize the project, including proposed activities and intended impact.
This project is requesting funds to purchase computer hardware, peripherals and supplies to enhance and support the existing City of El Paso Emergency Operations Center (EOC) and to purchase a back up generator, internet service and supplies for the existing back up EOC. The City of El Paso OEM Emergency Operations Center (EOC), located at 6055 Threadgill, in Northeast El Paso, Texas, is a central hub that coordinates emergency response efforts, supporting city departments, local agencies, and community partners during disasters and critical incidents. The backup Emergency Operations Center (EOC), serving as a secondary facility to maintain continuity of operations during emergencies or disruptions at the primary EOC, is located at 5625 Confetti Dr, West El Paso, Texas 79912. Enhancing the capabilities of both the primary and backup EOCs will enable the City of El Paso Office of Emergency Management to more effectively prevent, prepare for, protect against, and respond to acts of terrorism.

Problem Statement :
Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.
The City of El Paso Office of Emergency Management relies on its primary Emergency Operations Center (EOC) to coordinate multi-agency response efforts during disasters, critical incidents, and potential acts of terrorism. However, the current Emergency Operations Center and its designated backup facility face limitations in technological capacity, resiliency, and operational redundancy. Without modernized hardware, resilient power capability, and redundant connectivity, the City risks degraded response coordination, delayed information sharing, and reduced operational effectiveness during high-consequence incidents. Investment in upgraded equipment and infrastructure for both the primary and backup EOCs is necessary to ensure operational continuity, strengthen interagency coordination, and enhance the City's overall emergency management and homeland security capabilities. THIRA - Operational Communications - Page. 75 - Office of Emergency Management supported multi-agency communications coordination through WebEOC and emergency operations activities.

Existing Capability Levels :
Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.
The City of El Paso Office of Emergency Management (OEM) maintains an existing, operational Emergency Operations Center that can be activated by OEM during large-scale emergencies, disasters, or incidents that require multi-agency coordination. This primary EOC, located at 6055 Threadgill, El Paso, Texas 79924, serves as the strategic coordination hub for emergency management functions across city and county agencies. The EOC is co-located with the regional communications center where 911 call taking and dispatch functions operate together with emergency management coordination — ensuring integrated communications with first responders (Police, Fire, EMS) and other agencies. The secondary/emergency support location or back-up EOC, located at 5625 Confetti Drive, El Paso, Texas 79912, is a repurposed former middle school, leveraged for sheltering and emergency activities.

Capability Gaps:
Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).
The following capability gap was identified: Equipment Office of Emergency Management identified the lack of equipment such as generators, power sources, equipment, laptops, heating/cooling units, triple slide-out mobile command trailer, STARLINK system, and ham radio equipment that are needed to run a successful alternate Emergency Operations Center (EOC). 2025 Stakeholder Preparedness Review (SPR) - Rio Grande Council of Governments, Page 23

Impact Statement :
Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.
This project will significantly strengthen the City of El Paso Office of Emergency Management's ability to prevent, protect against, respond to, and recover from acts of terrorism and other high-consequence incidents—benefiting not only the City of El Paso but also surrounding communities throughout the region. Upgrading computer hardware and essential peripherals at the primary EOC (6055 Threadgill) and equipping the backup EOC (5625 Confetti Dr) with a generator and dedicated internet service will ensure uninterrupted command and control during

power outages, cyber incidents, or facility disruptions. These enhancements will improve real-time situational awareness, accelerate information sharing, and sustain coordinated multi-agency response operations across municipal departments, regional partners, and neighboring jurisdictions.

Homeland Security Priority Actions:
Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. *1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises*.)
Goal 4: Respond Objective 4.1 - Enhance the systems and organizational structures that coordinate and manage response operations to ensure unified, efficient effort. Texas Homeland Security Strategic Plan, Page 64

Target Group :
Identify the target group and population expected to benefit from this project.
The primary target group for this project is the City of El Paso Office of Emergency Management (OEM) personnel and partner agencies who operate within the Emergency Operations Centers (EOCs), including city departments, public safety agencies, and regional response partners. Indirectly, the project benefits the residents, businesses, visitors, and critical infrastructure sectors of the City of El Paso by enhancing coordinated emergency response, ensuring continuity of operations, and strengthening preparedness against acts of terrorism and other large-scale incidents.

Long-Term Approach:
Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.
The City of El Paso Office of Emergency Management will sustain the capabilities provided by this project through dedicated departmental funding, preventive maintenance programs, and ongoing staff training, ensuring all computer hardware, peripherals and other equipment remain mission-ready. While future federal or state grants may support enhancements, core operational readiness and specialized team capabilities will be maintained without reliance on additional external funding.

Collapse Project Activities

Project Activities Information

View Introduction

View Icons

HSGP Instructions for Project Activity Selection

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Emergency Operations Center Technology and Enhancements	100.00	The proposed project will strengthen the operational readiness, coordination capabilities, and resilience of the jurisdiction's Emergency Operations Center (EOC) through targeted technology modernization and infrastructure enhancements. These improvements will enhance the EOC's ability to support multi-agency response and recovery efforts during natural disasters, public health emergencies, critical infrastructure failures, other large-scale incidents and acts of terrorism.

Collapse Measures

Measures Information

View Introduction

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of exercises conducted.	10
Number of individuals participating in exercises.	50
Number of operational coordination programs (EOCs/EOC systems or other Incident Command structures) created, maintained or enhanced.	2

Number of people trained.	50
Number of trainings conducted.	10

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

Collapse Documents

Documents Information

View Introduction

View Single Audits

View

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

- ○ Yes
- ◉ No
- ○ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

- ○ Yes
- ◉ No
- ○ N/A

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

(•) I Certify

( ) Unable to Certify

Enter the debarment justification:

Collapse Homeland Security

Homeland Security Information

FUND SOURCE INFORMATION AND REQUIREMENTS

DHS Project Type: Establish/enhance emergency operations center

Capabilities

Core Capability: Operational Coordination

Identify if this investment focuses on building new capabilities or sustaining existing capabilities. : Existing Capabilities (Sustain)

Are the assets or activities Deployable or Shareable: Shareable

___ Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures

___ Check if these funds will support a project that was previously funded with HSGP funding

Project Management Step Involved:

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

Step: Execute

Description: The period within the project lifecycle during which the actual work of creating the project's deliverables is carried out.

Process: Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.

Milestones

Milestone: Set up grant budget; begin procurement process.; **Completion Date:** 11-01-2026
Milestone: Order equipment & services.; **Completion Date:** 12-01-2026
Milestone: Receive all equipment & services.; **Completion Date:** 03-30-2027
Milestone: Initiate close out process (reconcile, submit FSR's); **Completion Date:** 07-30-2027

NIMS Resources

___ Check if this project supports a NIMS typed resource

Enter the name of the typed resources from the Resource Type Library Tool:

Enter the ID of the typed resources from the Resource Type Library Tool:

Collapse Budget Details

Budget Details Information

View Introduction

View Instructions

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	01AR-01-SCBA SCBA, CBRN	Software, Canva, online graphic design platform that lets you create visual content; web-based and mobile app used for designing: Social media posts (Instagram, Facebook, LinkedIn), Presentations, Posters and flyers, Logos, Business cards, Resumes, YouTube thumbnails, Invitations, Videos and animations. $230 year subscription.	$230.00	$0.00	$0.00	$0.00	$230.00	1
Contractual and Professional Services	06CC-04-SSBR Services, Satellite, Brokered	STARLINK, satellite internet link, services; initial set up fee $349.00, QTY 1.	$349.00	$0.00	$0.00	$0.00	$349.00	0
Contractual and Professional Services	06CC-04-SSBR Services, Satellite, Brokered	STARLINK, internet services; monthly fee of $120.00 per months for 12 months. $1440. QTY.1	$1,440.00	$0.00	$0.00	$0.00	$1,440.00	0
Equipment	21GN-00-OCEQ Equipment and Supplies, Information/Emergency Operations/Fusion Centers	Computer equipment for EOC, HP 17 Inch Laptop Computer, 17.3" FHD IPS Business Laptop PC, AMD Ryzen 5 (6-Cores), Windows 11 Pro, 32GB RAM 1TB SSD, Copilot AI, 10-Key Number Pad, Type-C, Wi-Fi 6. $1099.00 EACH.	$8,792.00	$0.00	$0.00	$0.00	$8,792.00	8
Equipment	21GN-00-OCEQ Equipment and Supplies, Information/Emergency Operations/Fusion Centers	Portable Monitor, 15.6" FHD 1080P Travel Portable Monitor for Laptops, Ultra-Slim External Portable Screen for Laptop with Kickstand, Screen Extender for Laptop PC Mac Phone PS4/5 Xbox Switch. 59.98 EACH	$479.84	$0.00	$0.00	$0.00	$479.84	8
Equipment	21GN-00-OCEQ Equipment and Supplies, Information/Emergency Operations/Fusion Centers	VEVOR 39 Inch Cold Laminator Machine 10mm Manual Vinyl Photo Film Cold laminator Hand Crank Pressure Cold Roll laminator(39Inch) $136.90 EACH.	$273.80	$0.00	$0.00	$0.00	$273.80	2
Equipment	21GN-00-OCEQ Equipment and Supplies, Information/Emergency Operations/Fusion Centers	DJI Osmo Pocket 3 Creator Combo, 4K/120fps Video 3-Axis Stabilization, Handheld Vlogging Camera with Rotatable Touchscreen Mic 2 (CP.OS.00000302.01) + 64GB Memory Card + Camera Bag + More. $994.00 EACH	$994.95	$0.00	$0.00	$0.00	$994.95	1
Equipment	21GN-00-OCEQ Equipment and Supplies, Information/Emergency Operations/Fusion Centers	2 Pack 12.87 x 17.72 Inch Adjustable Pedestal Floor Stand Sign Holder with Adhesive Whiteboard Sticker and Dry Erase Whiteboard Pen Rotation Outdoor	$111.98	$0.00	$0.00	$0.00	$111.98	2

		Indoor Standing Display Sign Holder. $55.99 EACH.						
Equipment	21GN-00-OCEQ Equipment and Supplies, Information/Emergency Operations/Fusion Centers	Lincia 3 Pack Dry Erase Board Arrow Sign Stand Adjustable Holder Floor Signs 11.7 x 16.5 Inch Dual Sided with Heavy Duty Pedestal for Indoor Outdoor Hotel School. $205.99 EACH	$205.99	$0.00	$0.00	$0.00	$205.99	1
Equipment	21GN-00-OCEQ Equipment and Supplies, Information/Emergency Operations/Fusion Centers	HP DesignJet T630 Large Format 36-inch Color Plotter Printer with Auto Sheet Feeder, Media Bin & Stand (5HB11D) – New Model. $2025.00 EACH.	$2,025.00	$0.00	$0.00	$0.00	$2,025.00	1
Equipment	21GN-00-OCEQ Equipment and Supplies, Information/Emergency Operations/Fusion Centers	VOISEN Wide Format Paper,4 Rolls Plotter Paper 36 In x 150 Ft, CAD Bond Rolls,20lb,Bond Paper on 2" Core for CAD Printing on Wide Format Ink Jet Printers. $89.99 PER PACK OF 4; 5 PACKS.	$449.95	$0.00	$0.00	$0.00	$449.95	5
Equipment	21GN-00-OCEQ Equipment and Supplies, Information/Emergency Operations/Fusion Centers	HP 712 29ml DesignJet Original Ink Cartridge for T650, T630, T230, T210 & Studio Plotter Printers. $188.95 PER PACK, QTY. 2 PACKS	$377.90	$0.00	$0.00	$0.00	$377.90	2
Equipment	21GN-00-OCEQ Equipment and Supplies, Information/Emergency Operations/Fusion Centers	BOYA Desktop Gooseneck Condenser Microphone 18" Podium Microphones with Base LED Indicator XLR Mic for Meetings Video Conferences Streaming Lectures BY-GM18CB. $62.00 EACH.	$620.00	$0.00	$0.00	$0.00	$620.00	10
Equipment	21GN-00-OCEQ Equipment and Supplies, Information/Emergency Operations/Fusion Centers	Duracell Coppertop AAA Batteries with Power Boost Ingredients, 24 Count Pack Triple A Battery with Long-Lasting Power, Alkaline AAA Battery for Household and Office Devices. $18.64 PER PACK (24 COUNT). 5 PACKS.	$93.20	$0.00	$0.00	$0.00	$93.20	5
Equipment	21GN-00-OCEQ Equipment and Supplies, Information/Emergency Operations/Fusion Centers	Tower Power Strip Flat Plug with 12 Outlets 4 USB(1 USB C),AOFO Surge Protector Charging Station with Overload Protection, Widely Spaced Multiple Outlets 10Ft Extension Cord for Home, Dorm, Office. $29.99 EACH, QTY. 5	$149.95	$0.00	$0.00	$0.00	$149.95	5
Equipment	21GN-00-OCEQ Equipment and Supplies, Information/Emergency Operations/Fusion Centers	Fainne 60 Sets Dry Erase Name Tent Cards with Black Markers 8.7 x 2.8 x 1.9 Inches White Reusable Name Plate Wipe Clean Desk Tags Sign for Classroom Table Office Conference Meeting. 60 COUNT PER PACK $76.99 - QYT. 2 PACKS.	$153.98	$0.00	$0.00	$0.00	$153.98	2

Equipment	21GN-00-OCEQ Equipment and Supplies, Information/Emergency Operations/Fusion Centers	USB to HDMI Cable, USB-A to HDMI Adapter for Monitor, Type-A Male to HDMI Male Adapter for TV/DVD Player/Projector/Monitor-6.6FT/2M (Black). $6.99 EACH. QTY. 10.	$69.90	$0.00	$0.00	$0.00	$69.90	10
Equipment	21GN-00-OCEQ Equipment and Supplies, Information/Emergency Operations/Fusion Centers	Atlas Copco QAS330 - Trailer: Diesel; Output, standby/prime, 290/264KW, 60hz, Engine, John Deere, 9L, 399hp. Tier 4 Final | HGACBuy. #GEO2-20DA08BACK UP GENERATOR FOR BACK EOC, $185,149.65 EACH. QTY 1.	$185,149.65	$0.00	$0.00	$0.00	$185,149.65	1
Equipment	21GN-00-OCEQ Equipment and Supplies, Information/Emergency Operations/Fusion Centers	Maxtek Rolling Whiteboard, 72x40 Large Double-Sided White Board Dry Erase on Wheels, Giant Magnetic White Board Standing for Office, School, Home Office, Homeschool(72 x 40). $199.99 EACH, QTY. 10.	$1,999.90	$0.00	$0.00	$0.00	$1,999.90	10
Equipment	21GN-00-OCEQ Equipment and Supplies, Information/Emergency Operations/Fusion Centers	Brother DCP-L2640DW Wireless Compact Monochrome Multi-Function Laser Printer with Copy and Scan, Duplex, Mobile, Black & White | Includes Refresh Subscription Trial(1), Works with Alexa. $209.99 EACH. QTY. 2.	$419.98	$0.00	$0.00	$0.00	$419.98	2

Collapse Source of Match Details

Source of Match Information

View Introduction

View Instructions

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$0.00	$0.00	$0.00	$0.00	$0.00

Collapse Budget Summary

Budget Summary Information

View Introduction

View Instructions

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	$1,789.00	$0.00	$0.00	$0.00	$1,789.00
Equipment	$202,597.97	$0.00	$0.00	$0.00	$202,597.97

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$204,386.97	$0.00	$0.00	$0.00	$204,386.97

Collapse Conditions of Funding

Condition Of Fundings

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds

Collapse Conversion Data

Creating a Snapshot for this Project

Enter a description for the Snapshot, then click the 'Create a New Snapshot' button. Your new Snapshot will display below.

Application Navigation Links

Navigating to another Tab in this Project
Click on a link below to 'go to' the selected tab for this project in eGrants.

Eligibility
Profile
Narrative
Activities
Measures
Activities
Documents
Budget
Source.of.Match
Budget.Summary
Grant.Vendor
Homeland.Security

View All of the Snapshots for this Project

Click on the 'Export to Word' link to view a Snapshot of the grant project as of the date / time displayed in the description to the left of this link. Then click the 'Open' or 'Save' button when prompted. You can export your results to Microsoft Word. Click on the 'Printer Friendly' link to view a Snapshot of the grant project as of the date / time displayed in the description to the far left of this link. Then you can print your results by pressing the 'Ctrl' + 'P' buttons at the same time on your keyboard. Follow the Print dialog box prompt to print to a location of your choice. After printing the results, click on red 'X' (Close) icon to close this screen.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Fire Department

AGENDA DATE: 4/1/26

PUBLIC HEARING DATE: 4/1/26

CONTACT PERSON NAME: Jonathan P. Killings **PHONE NUMBER:** 915-212-5665

2nd CONTACT PERSON NAME: **PHONE NUMBER:** 915-212-5665

DISTRICT(S) AFFECTED: All Districts

AGENDA ITEM:

A Resolution authorizing the Grants Administrator or designee to apply, submit, accept, reject, alter, or terminate grant applications, agreements, and related documents on behalf of the City to the Office of the Governor of the State of Texas, grant application number 5894601 for the El Paso Fire Department project identified as FY26 SHSP City of El Paso Office of Emergency Management Enhancement of Emergency Operations Center to provide financial assistance to the City of El Paso. Requesting $204,386.97 with no cash match required to purchase equipment and supplies for the OEM Emergency Operations Center.

ISSUE STATEMENT:

Funding will be used to purchase equipment and supplies for the OEM Emergency Operations Center (EOC) and the backup EOC, including computer equipment and peripherals, miscellaneous items, and a generator for the backup EOC.

BACKGROUND:

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

COUNCIL OPTIONS:

N/A

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

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

N/A

RELATED CITY POLICIES:

N/A

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

ASF
Resolution
GIF A
Application

FOR MORE INFORMATION:

Bryan Silva (acting Chief) 915-212-5665 Silvabc@elpasotexas.gov

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

SIGNATURE: Bryan Silva Digitally signed by Bryan Silva Date: 2026.03.16 14:46:06 -06'00'

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

File #: 26-0393, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

Districts 3 and 7
Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065
Capital Improvement Department, Yvette Hernandez, (915) 212-0065

AGENDA LANGUAGE:

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

A Resolution that the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and GFT Infrastructure, Inc., a Delaware, USA. Foreign for-Profit Corporation, for a project known as "2025-0608R Architect and Engineering Services for the Playa Drain Shared Use Path Project" for an amount not to exceed $599,767.96.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Capital Improvement Department

AGENDA DATE: 4/1/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Joaquin Rodriguez, CID Grant Fur **PHONE NUMBER:** 915-212-0065

2nd CONTACT PERSON NAME: Yvette Hernandez, City Engineer **PHONE NUMBER:** 915-212-0065

DISTRICT(S) AFFECTED: 3 & 7

AGENDA ITEM:

A resolution that the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and GFT Infrastructure, Inc., a Delaware, USA,Foreign for Profit Corporation, for a project known as "2025-0608R Architect and Engineering Services for the Playa Drain Shared Use Path Project" for an amount not to exceed $599,767.96.

ISSUE STATEMENT:

City Council is asked to approve the award of a professional services contract to for the Playa Drain Shared Use Path Project to obtain architectual and engineering services for the design of the proposed Shared Use Path running along Playa Drain, Knights Drive, and Midway Drive from Yarbrough Drive to Alameda Avenue and Mimosa Avenue.

The consultant will deliver architectural design, planning, bidding and construction support.

BACKGROUND:

The purpose of this project is to create a path for walking, biking, and mobility devices along Playa Drain. The proposed path will include pedestrian illumination, parkway improvements, pedestrian crossings improvements, ADA accessible sidewalks and ramps, landscaping, and pedestrian amenities.

COUNCIL OPTIONS:

1. Approve the award as presented
2. Decline approval and direct staff to return with alternative options.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by a City Council committee.

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

N/A

RELATED CITY POLICIES:

N/A

PRIOR COUNCIL ACTION:

April 23,2024 - TXDOT AFA for Playa Drain Yarbrough to Midway

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

$599,767.96 - Capital Projects TxDOT, SIB Loans

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NO

NAME	AMOUNT ($)
N/A	

ATTACHMENTS:

Evaluation Summary

FOR MORE INFORMATION:

Elsa Rodriguez 915-212-0065 aeselections@elpasotexas.gov

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

SIGNATURE: _____

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

RESOLUTION

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

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

APPROVED THIS _____ DAY OF _____ 2026.

CITY OF EL PASO:

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

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

HQ 6772 | Tran #633493 | CID
2025-0608R A&E- Playa Drain Shared Use Path

CITY OF EL PASO
CAPITAL IMPROVEMENT DEPARTMENT
218 N. CAMPBELL, 2ND FLOOR
EL PASO, TEXAS 79901

EVALUATION COMMITTEE SCORESHEET SUMMARY

SOLICITATION #2025-0608R
AE SERVICES FOR THE PLAYA DRAIN SHARED USE PATH PROJECT

CONSULTANT	BROCK BUSTILLOS	CONSOR	ESSCO	GFT	GRV	HUITT ZOLLARS	MORENO CARDENAS	ULTEIG
Rater 1	61	84	39	83	64	81	65	68
Rater 2	62	80	71	80	72	78	72	74
Rater 3	73	78	64	83	63	84	69	66
Total Rater Scores	**196**	**242**	**174**	**246**	**199**	**243**	**206**	**208**
References	7.77	8.01	7.01	6.86	7.55	9.7	7.56	9.8
Overall Score:	**203.77**	**250.01**	**181.01**	**252.86**	**206.55**	**252.7**	**213.56**	**217.8**
	7	3	8	1	6	2	5	4

Rankings	Consultant
1	GFT
2	HUITT-ZOLLARS
3	CONSOR
4	ULTEIG

Rankings	Consultant
5	MORENO CARDENAS
6	GRV
7	BROCK BUSTILLOS
8	ESSCO

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

AN AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on this ____ day of _____, 2026, by and between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the **"Owner"**, and GFT Infrastructure, Inc., a Delaware, USA, Foreign for Profit Corporation authorized to transact business in Texas, hereinafter referred to as the **"Consultant"**.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as **"2025-0608R Architect and Engineering Services for the Playa Drain Shared Use Path Project"** hereinafter referred to as the **"Project"**, as further described in **Attachment "A"**; and

WHEREAS, Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner's selection procedure, in accordance with all applicable state and local laws and ordinances.

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

ARTICLE I.
ATTACHMENTS

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

Attachment "A"	Scope of Services and Budget
Attachment "B"	Consultant's Fee Proposal and Hourly Rates
Attachment "C"	Consultant's Basic and Additional Services
Attachment "D"	Payment and Deliverable Schedules
Attachment "E"	Insurance Certificate

ARTICLE II.
PROJECT

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform the services identified in this Agreement for the Project. The Project shall consist of the Consultant's completion of the Scope of Services as further described in **Attachment "A"**. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment "D"**.

2.2 The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the

performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

2.3 The Consultant shall serve as the Owner's professional representative for the construction of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each Project's the construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working day time period.

ARTICLE III.
CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **$599,767.96** for all basic services and reimbursables performed pursuant to this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **$50,000.00,** if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **$50,000.00,** if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

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

3.2 CONSULTANT'S SERVICES. The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C".**

3.3 CONSULTANT'S INVOICES. The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days (90) of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of the Project. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET AND TIME. The Consultant acknowledges that the total project budget for the Project allocated is **$6,000,000.00**, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment "A".** The Consultant does hereby agree to design the Project such that the Consultant's final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant's cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project's size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant's final cost opinions by more than **ten percent (10%),** the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV.
PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "C" and "D".**

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days'** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to

this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE. The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

4.3.4 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V.
INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment "E"**. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

> "The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

a) **Commercial General Liability**
$1,000,000.00 Per Occurrence
$1,000,000.00 Products/Completed Operations
$1,000,000.00 Personal and Advertising Injury

b) **AUTOMOBILE LIABILITY**
Combined Single Limit
$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of $1,000,000.00 on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Agreement.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND OWNER, AND OWNER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY'S INDEPENDENT PROJECT MANAGERS.

To the extent allowed by state law, the Owner will be responsible for its own actions.

ARTICLE VI.
FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that, to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project shall apply, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner.

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of

performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(1) **Compliance with Regulations**: Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination**: Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment

practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports**: Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance**: In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
b. Cancellation, termination or suspension of the contract in whole or in part.

(6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII.
GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control

and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the

Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner has the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects, other than the construction of the Project, shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Consultant's office hours) and places upon reasonable notice.

7.6 CONTRACTING INFORMATION

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

7.7 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.8 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.9 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.10 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.11 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.12 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
With a Copy to:	The City of El Paso Attn: City Engineer P. O. Box 1890 El Paso, Texas 79950-1890
To the Consultant:	GFT INFRASTRUCTURE, INC. Attn: Jose Reyes 6090 Surety Drive El Paso, TX 79905

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.13 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.14 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

7.15 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the

Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

_____
Dionne Mack
City Manager

APPROVED AS TO FORM:

Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

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

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

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

_____
Notary Public, State of Texas

My commission expires:

_____

(SIGNATURES BEGIN ON FOLLOWING PAGE)

CONSULTANT:

By: _____
Name: Chad Gartner
Title: Senior Vice President

ACKNOWLEDGEMENT

THE STATE OF Texas §
§
COUNTY OF Harris §

This instrument was acknowledged before me on this 16th day of March, 2026 by Chad Gartner, Senior Vice President, on behalf of Consultant.

_____
Notary Public, State of Texas

My commission expires:

July 3, 2027

TERTTU L BRITTON
NOTARY ID #12617006-1
My Commission Expires
July 03, 2027

ATTACHMENT "A"
SCOPE OF SERVICES

Project: Playa Drain Shared Use Path

Contract with City of El Paso
Sol. No.: #2025-0608R

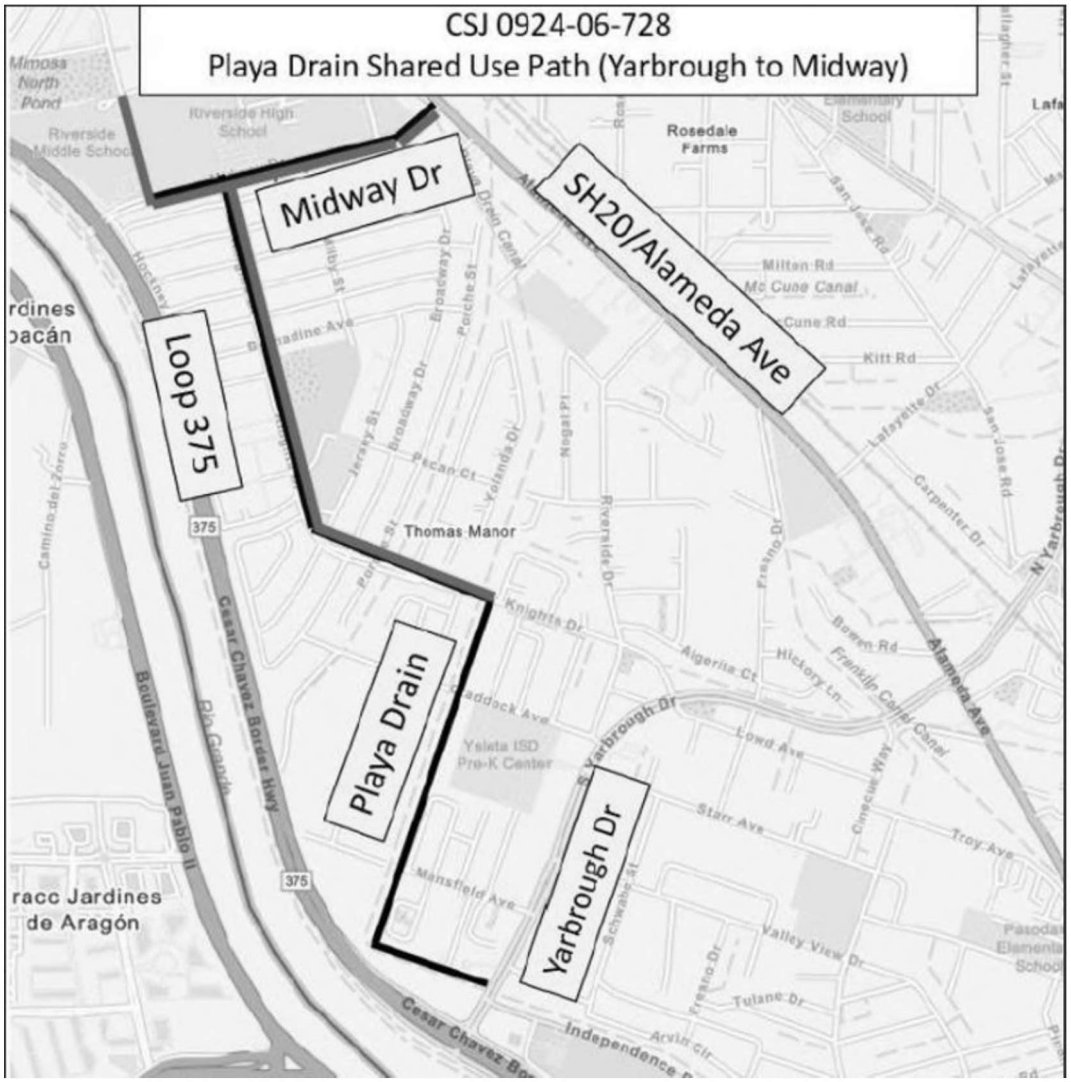
Exhibit A

SERVICES TO BE PROVIDED BY THE ENGINEER

Project: Playa Drain Shared Use Path Project (Knights to Midway)
Project Limits: Knights Dr. from Playa Drain to Midway Dr. (4,829 Linear Ft)
Midway Dr. from SH20/Alameda to Mimosa Ave (2,791 Linear Ft)
Mimosa Ave from Midway Dr. to Vocational Dr. (986 Linear Ft)

I. PROJECT SUMMARY

The Playa Shared Use Path Project includes the design of 8,606 linear ft. of 12 ft. Shared Use Path for the limits shown below:



The scope will include the following elements:

- Pedestrian Amenities
- Parkway Improvements
- Pedestrian Illumination Design
- Pedestrian Crossing Improvements
- ADA Compliant sidewalks, driveways and ADA Ramps
- Landscaping and Irrigation per City requirements

The General project time line for development of this project is as shown below:

Project Timeline:

Design Phase:	Duration
Pre-Design	60 Days
60% Design	60 Days
90% Design	45 Days
100% Design (RTL)	30 Days

II. SERVICES NOT PROVIDED UNDER THIS SCOPE OF SERVICES

Services not specifically provided for, in the scope, will be additional services and will be performed at negotiated rates. Items not included in the scope of work are ITS study or design. As-built Survey; ALTA/NSPS Land Title Survey; title commitment; boundary surveys of adjoining parcels; construction staking; materials test for construction, certification of TXDOT or City of El Paso monuments; and delineation of buried materials and/or structures. Additionally, noise workshop, public meeting, 404/401 Permitting, CLOMR/LOMR, and improvement plans for channel/arroyo stabilization are not included in this Scope of Services.

III. SERVICES TO BE PROVIDED BY THE ENGINEER

Professional Engineering and Design Services to be provided by the Engineer will conform to TXDOT 2024 Specifications, Project Development Process Manual, the Roadway Design Manual, the PS&E Preparation Manual, and other applicable codes, ordinances, criteria, standards, regulations, policies, guidelines, practices and procedures.

The Engineer will work at the direction and supervision of CID, providing reports and findings, as required. The Engineer will work cooperatively and collaboratively with other governmental agencies and design consultant firms who are responsible for adjacent projects or jurisdictional approval.

The schedule of activities below will conform to established CID review and comment periods for each deliverable of the project.

Project: Playa Drain Shared Use Path

Contract with City of El Paso
Sol. No.: #2025-0608R

The services to be provided by the Engineer may include, but is not limited to, the following key elements:

- Project Management
- Surveying
- Right-of-Way Mapping
- Geotechnical Investigations
- Social, Economic and Environmental Studies
- SUP Path Design
- Drainage
- Pedestrian Illumination Design
- Plans, Specifications and Estimates
- ADA Compliant sidewalks, driveways and ADA Ramps & TDLR Registration
- Landscaping and Irrigation
- SWPPP
- Traffic Control
- Utility Coordination
- TxDOT Coordination

A. Project Management

The Engineer, in coordination with the CID, will be responsible for directing and coordinating all activities related to the Project. Project management and administration tasks shall include a Project Management/Work Plan, Progress Reporting, Coordination/Administration, Project Control/Scheduling, and Subconsultant Management.

1. Project Management/Work Plan

1.1. Develop a Project Management/Work Plan to reflect the following:
- Organization and responsibilities
- Coordination meetings
- Deliverables
- Quality control (QC) procedures/plan to ensure the accuracy and quality of the deliverables produced

2. Progress Reporting

2.1. Prepare and submit to the CID monthly progress reports of activities completed during reporting period.
- 2.1.1. Activities Completed
- 2.1.2. Initiated and Ongoing Activities
- 2.1.3. Planned Activities

2.2. Prepare and Submit Invoices. The report shall be submitted as an attachment to the invoice submittal.

3. Coordination/Administration

3.1. The Engineer shall prepare for and attend one kick-off meeting to discuss project guidelines and present general project requirements and expectations.

3.2. Coordinate with the CID's staff regularly throughout project development.

3.3. Attend up to 3 TxDOT Design Reviews (DDR) and contactor review meetings

4. Project Control/Scheduling

4.1. Develop a Master Schedule for the Project indicating tasks/subtasks, critical dates, milestones, and deliverables.

4.2. Update and Schedule on a Monthly Basis.

5. Subconsultant Management
- 5.1. Prepare subcontracts for subconsultant(s).
- 5.2. Monitor subconsultant activities (staff and schedule).
- 5.3. Review and recommend approval of subconsultant progress reports and invoices.

Deliverables
- Summaries of all meetings
- Project Schedule and monthly updates
- Progress Reports and Invoices

B. Surveying

All surveying shall comply with the Professional Land Surveying Practices Act, Article 5282c, Vernon's Texas Civil Statutes. All surveying shall comply with applicable rules promulgated by the Texas Board of Professional Land Surveying. The Manual of Practice published by the Society of Professional Surveyors shall be used as a guide in determining accuracy requirements and procedures to follow. The prime provider's field surveying efforts shall include the following:

1. Project Control
- 1.1. Establish project survey control monuments. The horizontal and vertical datum for the existing control monuments will be as follows:
  - Horizontal – Horizontal datum will be referenced to the Texas State Plane Coordinate System, Central Zone 4203, NAD 83 and will be scaled to surface.
  - Vertical – Elevations will be referenced to the North American Vertical Datum of 1988 (NAVD88), GEOID 12B.
- 1.2. Establish a maximum of six (6) control points along said portion of Knights St, Miday and Mimosa Ave for use during construction.

2. Ground Survey
- 2.1. Perform a record search for all pertinent survey information, including all available deeds, easements, subdivision plats, surveys, field notes and right-of-way maps for said portion of Knights Dr., Midway Dr. and Mimosa Ave. Establish property ownership.
- 2.2. Perform a topographic and improvements design survey of the proposed Playa Drain SUP along Knights Dr. Midway Dr. and Mimosa Avet.
  - 2.2.1. A telephone order to Dig Tess will be placed to have the underground utilities marked (painted) on the surface. The survey will include tying these marks.
  - 2.2.2. The topographic survey will include tying all visible utility features to include the following: water valves; water meters; sanitary sewer manholes; storm sewer manholes; electrical manholes; power poles; light poles; overhead lines; electrical control panels; traffic signals; traffic signs; telephone manholes and pedestals; stem walls; chain link fences; rock walls; trees, etc.
  - 2.2.3. The survey will also include existing pavement, paint stripes, existing asphalt and

concrete driveways, existing concrete sidewalks, ditches, stairs, steps, and existing concrete curb and gutter.

2.3. Prepare the base map based on the proposed alignment and existing information.

2.4. The Engineer will provide a boundary, topographic improvements survey for up to two (2) drainage, construction or temporary easements or ROW required. The survey shall include the preparation of the base map, boundary survey, survey plats, metes and bounds and monumentation, as necessary.

Deliverables

- Final planimetric and topographic base map showing all mapped planimetric and supplemental field survey data described above.
- Final Triangulated Irregular Network (TIN) file. All electronic files shall be fully compatible with Civil 3d 2020, or MicroStation DGN, without further modification or conversion.
- Parcel Plats, metes and bounds, if required.

C. Right-of-Way Mapping

1. Perform a right-of-way survey.

1.1. Conduct reconnaissance survey of existing improvements.

1.2. Determine existing and proposed right-of-way limits, establish on the ground.

1.3. Determine/locate easements, public roads, and utilities.

1.4. Conduct reconnaissance of property corners & survey parent tracts.

1.5. Determine property owners within project limits for land acquisition.

2. Prepare right of way base map and property description for the project limits.

2.1. Prepare ROW base map in surface coordinates.

2.2. Prepare property descriptions and calculations.

Deliverables

- To include a maximum of five (5) Meets and bounds descriptions are included in this scope with the provided fee.

D. Geotechnical

Geotech proposes to drill six (6) 5-foot-deep borings along Knights Drive between Midway Drive and Playa Drain, four (4) 5-foot-deep borings along Midway Drive between Mimosa Avenue and Alameda Avenue, and two (2) 5-foot-deep borings along Mimosa Avenue between Midway Drive and Vocational Drive.

In general, the proposed borings will be spaced at approximately 1000-foot intervals. The borings will be sampled continuously to the termination depth of the borings and will be used to determine the site stratigraphy and to obtain samples for laboratory testing. Borings that can be performed outside the pavement will be performed using hand augers to be able to sample within the footprint of the proposed SUP. The borings will be drilled using the truck mounted drill rig at the remaining

locations where there is existing sidewalk or covered with concrete at the proposed SUP alignment. The cohesionless soils at the borings drilled using a rig will be sampled using a split-spoon sampler in accordance with ASTM D1586 standard. In general, cohesive soil samples will be obtained with a three-inch thin walled (Shelby) tube sampler in accordance with ASTM D1587 standard. Each sample will be extruded in the field, visually classified, and strength estimate will be obtained with a pocket penetrometer. We will also perform up to two (2) Dynamic Cone Penetrometer (DCP) tests within the proposed shared use path limits for further evaluation of strength of the existing subgrade soils.

All boreholes located off pavement will be backfilled with soil cuttings and/or bentonite chips to the full depth of the boring. Boreholes located on pavement will be backfilled with a cement-bentonite grout to the full depth. The existing pavement at boring locations will be cored as needed and patched with quick setting concrete to restore the surface upon completion of the drilling. Based on our prior experience, we understand that HVJ will be required to schedule on-site inspections with the city during grouting and pavement patching activities. The proposed borings using a drill rig will be performed on local streets, and it is likely that the shoulder/lane closure will be needed.
Appropriate traffic control signs, cones, and arrow board will be used during the field work. We do not plan to use Truck Mounted Attenuator. The depth at which groundwater is encountered during drilling will be measured and recorded if encountered.

The laboratory-testing program is intended to provide confirmation of the field visual soil classifications and to establish properties of the subsurface materials required for shared use path design. Possible laboratory tests to be performed for this project include moisture contents (ASTM D2216); Atterberg limits (ASTM D4318); minus No. 200 sieve analysis (ASTM D1140) tests. All the field and laboratory tests will be performed according to ASTM standards, where applicable, or with other established procedures. Results of the field and laboratory data will be used to develop recommendations for the proposed shared use path.

Geotech will develop the proposed SUP cross section based on the latest TxDOT Construction Material Specifications (Sept 2024) and based on estimates of the insitu soil types and strengths provided by Geotech based on geotechnical borings, field investigations, and laboratory testing results.

Geotech will review the geotechnical data report to estimate existing insitu soil strength values in terms of modulus of elasticity and will use these values in combination with the design loads provided by GFI, and the City of El Paso (COEP) to design the SUP cross section. SUP designs will assume TxDOT material strengths and standards based on the latest TxDOT Pavement Design Manual and the El Paso District Standard Operating Procedures (SOP).

A geotechnical report of our study will be prepared by a licensed professional engineer specializing in soil mechanics and foundation engineering after reviewing available structural, geological, boring, and laboratory data. In general, the following items will be included in our report:

- Boring logs and test data,
- Groundwater conditions,
- Generalized subsurface conditions,

- Assumed modulus of elasticity values for the individual soils along the alignment
- Summary of design loads provided by GFI
- Draft SUP design thicknesses, standard materials and details based on TxDOT standards or City of El Paso standards
- Subgrade preparation and general earthwork recommendations.

E. Social, Economic and Environmental Studies

1. Environmental Documentation. Each environmental service provided shall have a deliverable. Deliverables shall summarize the methods used for the environmental services and shall summarize the results achieved. The summary of results shall be sufficiently detailed to provide a satisfactory basis for thorough review by the City, TxDOT, and (where applicable) agencies with regulatory oversight. All deliverables must meet regulatory requirements for legal sufficiency and adhere to the requirements for reports enumerated in TxDOT's National Environmental Policy Act of 1969 (NEPA) Memorandum of Understanding (MOU).

1.1. Quality Assurance/Quality Control Review. For each deliverable, perform quality assurance quality control (QA/QC) reviews of environmental documents and on other supporting environmental documentation to determine whether documents conform with:

1.1.1. Current Environmental Compliance Toolkit guidance, documentation requirements, and templates published by TxDOT's Environmental Affairs Division (ENV) and in effect as of the date of receipt of the documents or documentation to be reviewed.

1.1.2. Current state and federal laws, regulations, policies, guidance, agreements, and memoranda of understanding between TxDOT and other state or federal agencies; and

1.1.3. Guidelines contained in *Improving the Quality of Environmental Documents, A Report of the Joint AASHTO/ACEC Committee in Cooperation with the Federal Highway Administration* (May 2006) for readability and use of evidence and data in documents to support conclusions.

1.1.4. Provide documentation that the QA/QC reviews were performed by qualified staff.

1.2. Maintain the project environmental record in TxDOT's Environmental Compliance Oversight System (ECOS), including project review, completing the work development plan (WPD) screens, uploading documents, and completing activities as assigned.

1.3. Deliverables shall contain all data acquired during the environmental service and be

written to be understood by the public in accordance with TxDOT's Environmental Toolkit guidance, documentation standards, and current guidelines, policies, and procedures.

1.4. Electronic versions of each deliverable must be written in software which is compatible to the City and must be provided in a changeable format for future use by CID. Supplement all hard copy deliverables with electronic copies in searchable Adobe Acrobat™ (.pdf) format unless another format is specified. Each deliverable shall be a single, searchable .pdf file that mirrors the layout and appearance of the physical deliverable. Deliver the electronic files by email or through the ftp site.

1.5. Submission of Deliverables

1.5.1. Deliverables shall consist of documentation to support a categorical exclusion (CE) determination. Technical reports and documentation must be prepared to support the applicable environmental classification (i.e., CE).

1.5.2. All deliverables must comply with all applicable state and federal environmental laws, regulations and procedures, and TxDOT's Environmental Compliance Toolkits, documentation requirements, and templates.

1.5.3. On the cover page of each technical report prepared under the authority granted by this MOU, and for any memorandum corresponding to any CE determination it makes, the Engineer shall insert the following language in a way that is conspicuous to the reader or include it in a CE project record: "The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried - out by TxDOT pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated December 9.2019, and executed by FHWA and TxDOT."

1.6. The City and TxDOT shall provide comments on draft deliverables to the Engineer. The Engineer shall revise the deliverables to:

1.6.1 Include any City or TxDOT commitments, findings, agreements, or determinations (e.g., wetlands, endangered species consultation, or Section 106) required for the Project.

1.6.2 Incorporate the results of public involvement and agency coordination.

1.6.3 Reflect mitigation measures resulting from comments received or changes in the Project.

1.6.4 Include with the revised document a comment response form (matrix) in the format provided by the City or TxDOT.

1.7. All photographs shall be 3.5" x 5" color presentation printed on matte finish photographic paper or 3.5" x 5" color presentation printed on matte white, premium or photo quality laser or inkjet paper. All photographs shall be well focused and clearly depict details relevant to an evaluation of the project area. Provision of photographs shall be one original print of each image or electronic presentations of comparable quality. Comparable quality electronic photograph presentations shall be at least 1200 x 1600-pixel resolution. Photographs shall be attached to separately labeled pages that clearly identify project name; project identification (ID) number; address or Universal Transverse Mercator (UTM) of resource; description of the picture and direction of the photographic view. In addition to the hard-copy prints, an electronic version of each will

be submitted with the same identification information as the hard-copy.

1.8. Minimum Deliverables:
- Work Plan Development (WPD) Screens I & II
- Other Project-Related Information (project location map, environmental constraints map, photographic log, existing and proposed typical sections)

2. Technical Reports and Documentation

2.1. Definition of technical report and documentation for environmental services: a report, checklist, form, or analysis detailing resource-specific studies identified during the process of gathering data to make an environmental decision.

2.2. The City and TxDOT may determine what technical reports and documentation are necessary for the Project. All technical reports and documentation will be prepared with sufficient detail and clarity to support environmental determinations. All technical reports shall comply with TxDOT's Environmental Compliance Toolkits, documentation requirements, and templates.

2.3. Environmental technical reports and documentation must include appropriate NEPA or federal regulatory language in addition to the purpose and methodology used in delivering the service. Technical reports and forms must use templates and documentation standards as applicable and include sufficient information to determine the significance of impacts.

2.4. Minimum Deliverables:
- Draft technical analyses and documentation
- Final technical analyses and documentation

2.5. The environmental technical analyses and documentation anticipated to be required for the Project include:

2.6.1 Biological/Natural Resources Management Analysis and Documentation. Environmental documentation shall be prepared, and field surveys conducted to provide analysis of biological natural resources for compliance with state and federal regulations as described in TxDOT's Environmental Guide 2: Volume 2 Activity Instructions, and the associated forms, templates, and guidance found in TxDOT's Natural Resources Toolkit. The following biological/natural resources analysis shall be provided:

2.6.1.1 Species Analysis Form

3 Species Analysis Spreadsheet

3.6.1 Water Resources Analysis and Documentation. Environmental documentation shall be prepared and field surveys will be conducted to provide analysis of water resources for compliance with state and federal regulations as described in TxDOT's Environmental Guide: Volume 2 Activity Instructions, and the associated forms, templates, and guidance found in TxDOT's Water Resources section of the Natural Resources Toolkit. The following water analysis shall be provided:

3.6.1.1 Surface Water Analysis Form, including the analysis of:

3.6.1.1.1 Section 404 of the Clean Water Act

3.6.1.1.2 Section 303(d) of the Clean Water Act

3.6.1.1.3 General Bridge Act/Section 9 of the Rivers and Harbors Act

3.6.1.1.4 Section 10 of the Rivers and Harbors Act

3.6.1.1.5 Section 401 of the Clean Water Act
3.6.1.1.6 Executive Order 11990, Protection of Wetlands

3.6.2 Historic Resource Identification, Evaluation, and Documentation Services. The Engineer shall provide historic resource identification, evaluation, and documentation services. In compliance with TxDOT's Environmental Compliance Toolkits, the Engineer shall provide the following historic resource services/deliverables:
3.6.2.1 Historic Resources PCR

3.6.3 Archeological Documentation Services. The Engineer shall provide archeological studies and documentation. All archeological studies must be sufficient to satisfy the current TxDOT Archeological Sites and Cemeteries Toolkit. An archeological background study must be performed prior to field work. The Engineer shall provide archeological resource identification, evaluation, and documentation services. In compliance with TxDOT's Environmental Compliance Toolkits, the Engineer shall provide the following archeological services/deliverables:
3.6.3.1 Archeological Background Study

3.6.4 Section 4(f) Analysis. The Engineer shall prepare a Section 4(f) Analysis in accordance with 23 CFR 774, TxDOT's Environmental Guide: Volume 2 Activity Instructions, and the associated templates and guidance provided in TxDOT's Environmental Compliance Toolkits. The analysis shall evaluate potential uses of Section 4(f) resources, including publicly owned parks, recreation areas, and schools.

For this project, a Section 4(f) Exception is anticipated due to the proximity of the proposed shared-use path to Thomas Manor Elementary School and Riverside Park. The proposed improvements are expected to preserve or enhance access to these recreational resources and, therefore, qualify for an exception under 23 CFR 774.13. The Engineer shall coordinate with the City's Parks Department and other applicable officials with jurisdiction to confirm applicability of the exception and to document concurrence. Deliverables shall include:
3.6.4.1 Section 4(f) Analysis
3.6.4.2 Section 4(f) Exception Checklist

3.6.5 Initial Site Assessment (ISA) with Hazardous Materials Project Impact Evaluation Report. The Engineer shall provide an ISA with Hazardous Materials Project Impact Evaluation Report for the Project in accordance with the Statement of Work for Hazardous Materials Processes related to NEPA in TxDOT's Hazardous Materials Management Toolkit.

3. Agency Coordination and Public Involvement

3.1. The Engineer shall prepare a Notice and Opportunity to Comment as needed. The Engineer shall prepare schematic exhibits, constraints maps, and other necessary

exhibits, and assist the City and TxDOT with all NOC materials.

3.2. For all public involvement activities, the Engineer shall prepare the adjacent property owner list and mail out and pay for notices.

F. Stakeholder Coordination

1. The Engineer will be responsible for implementing stakeholder involvement. Services will include identifying stakeholders affected by the project and coordination of meetings to establish a proactive involvement process during the project development. The stakeholder involvement activities sought under this scope of services, include, but are not limited to the following:

1.1. Organize and implement meeting logistics.
1.2. Identify stakeholders and develop mailing list database.
1.3. Facilitate up to two (2) meetings.
1.4. Prepare and distribute involvement material.
1.5. Prepare exhibits/displays for Meetings.
1.6. Prepare exhibits for and attend on-line meetings with the Public as requested by the State of City of El Paso
1.7. Prepare Meeting Summary, including a response to comments received.

Deliverables

- Stakeholder Mailing List Database
- Meeting Material
- Meeting Summary

G. Pre-Design (30%) Phase

For the purpose of this scope of services, a proposed typical section of a six-lane divided section in 120-foot ROW will be used. The Engineer will develop the Pre-Design Report and include a DCC meeting with TXDOT.

1. Data Collection

1.1. Photographic Record
1.1.1. Collect relevant data along the corridor.
1.1.2. Document any Landmarks along Existing Corridor.
1.1.3. Prepare Digital Photos and Aerial Imaging.

1.2. Collect Utility/ROW Data
1.2.1. Acquire all Existing Above and Below Ground Utility Plans and Documents.
1.2.2. Acquire Listing of Utility Companies to be contacted and other pertinent information.

1.3. Traffic and Transportation Data

2. Provide design criteria to be used in the design of the Project for approval by CID. Preliminary Design criteria shall include, but not limited to, the following roadway elements: facility type, design speed, horizontal criteria, stopping sight distance, maximum curvature, vertical criteria, minimum and maximum gradient, K-values, and vertical clearances, cross section criteria, lane widths, bike lanes, pavement cross slope and maximum side slopes, intersection horizontal and vertical criteria including corner radii, and design vehicle turning movements.

3. Develop roadway design elements of the Project, including preliminary horizontal and vertical geometric layouts, crossroads, proposed drainage structures and construction sequencing

plan narrative and typical sections.

4. Prepare Right of Entry documents for property access.
5. Prepare and deliver a Pre-Design Analysis that will include the following:
   - 5.1. Evaluate existing ROW and expected ROW acquisition if any
   - 5.2. Evaluate street alignment, with or without roundabout
   - 5.3. Develop typical sections, include typical details for retaining wall
   - 5.4. Pavement design based on geotechnical recommendation
   - 5.5. Identify possible conflicts with proposed improvements, grade differentials, and driveways.
   - 5.6. Provide construction schedule estimate of proposed improvements
   - 5.7. Evaluate bicycle and pedestrian improvements
6. Preliminary Design, shall show:
   - 6.1. Coversheet
   - 6.2. Preliminary Plan for SUP
   - 6.3. Preliminary Drainage Plan
7. Other Items to support the engineering design effort, Typical Non-Standard details such as Stem Walls, Turn Downs, Retaining Walls, Etc.
   - 7.1. Develop Preliminary Engineer's Opinion of Probable Costs to include construction and contingencies.
   - 7.2. Conceptual schematic landscaping to include services mostly within center medians, parkways, and major intersections. Special design considerations regarding vehicular visibility will be observed at intersections, driveways, and medians
   - 7.3. Perform a preliminary review for ADA compliance.

Deliverables

- Preliminary Design Plans (30%)
- Preliminary Report
- Preliminary Opinion of Probable Construction Cost

H. Drainage

1. Perform a minor drainage study of the project watershed. Determine the drainage requirements for the project.
   - 1.1. The study will consider the location of stormwater discharge points along the project.
   - 1.2. The study will identify any right of way requirements for locating and constructing drainage appurtenances required for the project.
2. Coordinate with the City of El Paso for drainage systems requirements for proposed improvements.
3. Drain design will be performed using Open Roads Storm Cad. Design services will include the following:
   - 3.1. Prepare watershed area maps.
   - 3.2. Prepare plan and profile sheets for storm drain systems, as necessary.
   - 3.3. Select standard details from City of El Paso or TXDOT list of standards for items such as

inlets, manholes, junction boxes, etc.

3.4. Prepare details for non-standard inlets, manholes and junction boxes.

3.5. Identify pipe strength requirements.

3.6. Prepare drainage facility quantity summaries.

3.7. Identify potential utility conflicts and design around them, wherever possible, fire lines, standpipes, etc. Coordinate relocation of privately own utility items and incorporate into design if necessary.

3.8. Take into consideration drainage impacts to pedestrian facilities, utilities, driveways, etc.

4. Hydraulics

4.1. Request any previous studies performed for the existing channels through the City of El Paso or Federal Emergency Management Agency. Review and evaluate the effective flood zone conditions.

4.2. Pre-Project Conditions

4.2.1. Review hydrologic studies for the area for the delineation of the existing watershed contributions to the channels, pre-project.

4.3. Post Project Conditions

4.3.1. Delineate hydrologic conditions for the post project conditions.

4.4. Develop a technical memorandum with the findings and recommendations.

4.5. Meet with the City of El Paso Floodplain Coordinator to review and discuss the summary of findings.

Deliverables

- Three copies of the Drainage Report

I. TRAFFIC CONTROL PLAN, DETOURS, AND SEQUENCE OF CONSTRUCTION.

The Engineer shall prepare Traffic Control Plans (TCP) including TCP typical sections, for the project. A detailed TCP must be developed in accordance with the latest edition of the *TMUTCD*. TCP layout and typical sections shall be developed in the plans for the described work. The Engineer shall implement the current Barricade and Construction (BC) standards and TCP standards as applicable. The Engineer shall interface and coordinate phases of work, as required with Engineers on adjacent projects.

The Engineer shall:

A. Provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (ex. regulatory signs, warning signs, guide signs, route markers, construction pavement markings, barricades, flag personnel) to be used to handle vehicular traffic and pedestrian traffic during each construction sequence including proposed traffic control devices for any detours as required throughout the construction phasing. Describe the type of work to be performed for each phase of the sequence of construction and any special instructions (e.g. storm drain, culverts, railing, illumination, signals, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, and utilities) that the contractor should be made aware of, including limits of construction, obliteration, and shifting or detouring of traffic required prior to beginning the subsequent phase.

B. Coordinate with the State in scheduling a Traffic Control Workshop and submittal of the TCP for

approval by the Traffic Control Approval Team (TCAT). Assist the State in coordinating mitigation of impacts to adjacent schools, emergency vehicles, pedestrians, bicyclists, and neighborhoods.

C. Develop TCP to provide continuous, safe access to each adjacent property during all phases of construction and to preserve existing access. Notify the State in the event existing access must be eliminated and receive approval from the State prior to elimination of any existing access.

D. Prepare each TCP phase in coordination with the State and City of El Paso. The TCP must include interim signing handling vehicular traffic and pedestrian traffic for every phase of construction. Interim signing must include regulatory, warning, construction, route, and guide signs. Include the work limits, the location of channelizing devices, positive barrier, location and direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of construction.

E. Engineer shall complete Form 2229- Significant Project procedures and Page 4 of Form 1002 regarding Accelerated Construction Procedures.

F. Interface and coordinate phases of work, including the TCP, with the engineers that are responsible for the preparation of the PS&E for adjacent projects.

J. UTILITY COORDINATION (UC).

Utility Adjustment Coordination includes communicating, coordinating, and conducting meetings with any one, combination, or all of the following: individual utility companies, Local and state Agencies, design engineer, maintenance staff, and all other stakeholders.

The Utility Coordinator must perform utility coordination and liaison activities with involved utility owners, their consultants, and City and local government to achieve timely project notifications. In conjunction with formal coordination meetings, the Utility Coordinator must create meeting minutes, create and update the utility conflict matrix, create action item log, perform document control, and assist with conflict analysis and resolution.

1. The Utility Coordinator must coordinate utility related activities with the City, or its designee, to facilitate the orderly progress and timely completion of the City's design phase. The Utility Coordinator is responsible for the following:

    a) Work Plan. Coordinate a work plan including a list of the proposed meetings and coordination activities, related tasks to be performed, schedule and an estimate for the anticipated impacted utility facilities. The work plan must satisfy the requirements of the project and must be approved by The City prior to commencing work.

    b) External Communications. The Utility Coordinator must coordinate all activities with the City, its contractors, representatives, and stakeholders, as authorized by the City. The Utility Coordinator must provide the City with copies of diaries, correspondence, and other documentation of work-related communications

between the Utility Coordinator, utility owners, and other outside entities at submittal milestones and upon request.

2. The Utility Coordinator must advise utility companies and owners of the general characteristics of the Project and provide an illustration of the project footprint for mark-up of the utility facility locations that occupy the project area by distributing the Subsurface Utility Engineering (SUE) plan sheets or project layout sheets.

3. The Utility Coordinator must provide the City and all affected utility companies and owners with a contact list, Utility Conflict Matrix (UCM) and utility layout for each project with information such as: (a) owner's name; (b) contact person; (c) telephone numbers; (d) e-mail addresses; (e) pertinent information concerning their respective affected utilities and facilities, including but not limited to: size, number of poles, material, and other information that readily identifies the utilities companies' facilities. The Engineer is responsible for updating the UCM and utility conflict layout throughout the project and at each milestone.

4. Conduct Utility Coordination Meetings

    a) As required, to facilitate utility conflict identification and resolution, the Engineer shall:

        i. Establish contact with all existing utilities within and adjacent to the project limits and set up utility coordination meetings to discuss concepts and options for construction.

        ii. Schedule all utility coordination meetings and ensure compatibility with the schedule of the City.

        iii. Set agenda for all coordination meetings as directed by the City.

        iv. Initial Project Meeting following the project notifications: Attend an initial meeting to ensure familiarity with existing conditions and project requirements and prepare a written report of the meeting.

5. Review of Utility's Proposed Adjustments

    a) Review estimates and schedules: The Utility Engineer must, with the assistance of the TxDOT district, review the utility adjustment estimates for reasonableness of cost and the timely scheduling of the adjustment.

6. The Engineer shall not provide services under this contract that are for the sole benefit of a party or parties other than the City. The Engineer shall not invoice The City for any such services.

UTILITY ENGINEERING – UTILITY CONFLICT ANALYSIS (UCA)

Utility Engineering includes the identification of utility conflicts, coordination, compliance with the UAR, and resolution of utility conflicts. The Engineer shall coordinate all activities with the City, or the City's designee, to facilitate the orderly progress and timely completion of the City's design phase.

G. Coordination of Engineering Activities

1. Utility Conflict Analysis:
   a) Identify potential conflicts using the AMA process, the design, and SUE.

      i. The Utility Engineer must prepare meeting minutes.

PROJECT DELIVERABLES

H. Utility Conflict matrix.

I. Documentation of project meetings (including regularly scheduled and as-needed meetings).

J. Documentation of external communications and management of communications.

SUBSURFACE UTILITY ENGINEERING (SUE)

A. The project limits for SUE for the Playa Drain SUP project are:

- Midway Dr – From Mimosa Dr to Alameda Ave for approx.0.53 mile.
- Knights Dr – From Midway Dr to Playa Intercontinental Drain for approx.0.91 mile.
- Mimosa Ave – From Midway Dr to Vocational Dr for approx.0.18 mile.

Level C & Leve D will be included in scope of work for this project. *Level A and Level B SUE Services will be provided through the development of the project as needed and as requested by the City and paid by a supplemental as additional services.*

1. Subsurface Utility Engineering (SUE)

1.1. SUE level A – Also known as "locating", this quality level provides precise three-dimensional (x, y, z) location and characterization information (size, material, condition, etc.) at critical locations. Non-destructive vacuum excavation equipment is used to expose the utility at specific points which are then tied to appropriate survey control. (*Level A SUE Services will be provided through the development of the project as needed and as requested by the City and paid by supplemental as additional services.)*

1.2. SUE Level B – Also known as "designating", this quality level provides the two-dimensional (x, y) position of subsurface utilities within approximately one-foot. The application and

interpretation of non-destructive surface geophysical methods are used to record and mark the location of utilities on the surface which are then tied to appropriate survey control. (*Level B SUE Services will be provided through the development of the project as needed and as requested by the City and paid by supplemental as additional services.)*

1.3. SUE Level C – Also known as "surface visible feature survey", QL "D" information is correlated with information obtained by surveying visible above-ground utility features (i.e. valves, hydrants, meters, manhole covers, poles, etc.).

1.4. SUE Level D – Also known as "records research", this quality level provides information derived from existing records or oral recollections. Utilities are mapped from an interpretation of the available records.

2. Utility Coordination

2.1. Develop Listing of Utility Companies with Contact Information
2.2. Conduct utility coordination meeting to review record drawings and proposed improvements with affected utility owners individually at each phase submittal.
2.3. Coordinate with utility companies to develop relocation plans.
2.4. Prepare and issue Minutes for each Meeting.
2.5. Develop a Utility conflict Maric (UCM) to trach Utility Issues and Proposed Resolutions.
2.6. Review Relocation Plans and Incorporate into UCM.

B. Standard of Care

Consultant will provide all SUE services to the prevailing standard of care applicable to the standard guidelines of ASCE C-I 38-22 circular for "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data".

C. Data Management

Consultant will analyze and correlate all the SUE field-collected information with Plan Sheets provided for ensuring continuity of the information collected.

D. The Project Deliverables will consist of the following:

- CAD file with the SUE QL-D data.
- CAD file with the SUE QL-B data.(As Needed)
- CAD file with the SUE QL-A data ; Formal SUE QL-A Test Hole Report (As Needed)
- Develop Utility Layout
- Utility Contact List.

K. Plans, Specifications and Estimates (PS&E)

1. General design

a. Develop cover sheet and index sheet.
b. Develop project general notes.
c. Develop summary sheets.

d. Develop project layout and typical sections.

2. Traffic Control
   a. Develop Spec requiring contractor to develop Traffic Control, TCP for construction of Shared Use Path utilizing TxDOT Traffic Control Standards
   b. Develop Phasing Plan, and detailed Phasing Plan showing access to Businesses

3. Demolition Plans
   a. Develop demolition plans for items to be removed or preserved during construction.
   b. Special notice of care to retaining walls

4. Roadway Design
   4.1. Develop vertical and horizontal control
   4.2. Develop horizontal layouts to include Temporary Construction Licenses (TCL) for work on private property. TCL shall consist of application and exhibit, with no additional survey work.
   4.3. Develop roadway plan and profile sheets for proposed Shared Use Path
      - Knights Dr. from Playa Drain to Midway Dr.
      - Midway Dr. from SH20/Alameda to Mimosa Ave
      - Mimosa Ave from Midway Dr. to Vocational Dr.

   4.4. Develop intersection layout plans.
   4.5. Detail design elements throughout project including driveway access, bicycle and pedestrian facilities, and miscellaneous details.
      a. Driveway access at existing facilities.
      b. Bicycle and pedestrian facilities as per City of El Paso Bike Plan.
      c. Transitions/modifications to existing cross streets.

5. Traffic
   a. Follow the Texas Manual on Uniform Traffic Control Devices and maintaining agency standards.
   b. Develop striping and signage layout plans.
   c. Develop summary of small signs and details.

6. Illumination
   a. Pedestrian illumination plans showing types and locations of light poles, ground boxes, electrical service and conduit.
   b. Identify electrical service location with El Paso Electric Company.
   c. Develop general notes, lighting plan sheets, and sheets consisting of the luminaire and conductor/conduit schedule.
   d. Pedestrian illumination plans showing types and locations of light poles, ground boxes, electrical service and conduit.
   e. Tabulate lighting quantities and provide summary sheets.

6. Erosion and Sediment Control
   a. Develop EPIC sheet.

b. Prepare Storm Water Pollution Prevention Plan (SW3P) Narrative.
c. Prepare SW3P Plans.

7. Construction Schedule and Contract Time Determination
   a. Engineer shall prepare a detailed construction sequence and contract time determination to determine time required for construction of the project in calendar and working days (based on State standard definition of calendar and working days at 95% and Final PS&E milestones. The schedule will include tasks, subtasks, critical dates, milestones, deliverables requirements in a format which depicts the interdependence of the various items and review packages. The Engineer shall provide assistance to the State in interpreting the schedule.
   b. The Engineer shall meet with the City of El Paso Project Manager and Construction Manager to finalize the schedule after pre-final and final plans are submitted and before Final Design submittal . The Schedule shall account for lead delivery time od materials and equipment.

8. Final assembly of PS&E Package and supporting documents
   a. Complete final construction plans
   b. List of Governing Specifications (Special Specifications and Special Provisions as needed)
   c. Develop Opinion of Probable Construction Costs
   d. Required TxDOT Submittal Forms (1002, 2229, EEPCPC, LDs, Certifications, Stage Gate Form, 2443,
   e. Develop construction Contract Time Determination
   f. Develop bid document package
   g. Certifications (ROW, Encroachments, RR, Displacement, Utilities)
   h. Address Review Comments

9. ADA compliance Services
   a. The engineer will perform plan review and inspections for ADA, T.A.S, and Texas Department of Licensing and Regulation requirements.

10. Submit design documents at project milestones (60, 90, 100 and Final) to all entities with jurisdiction over approval of the project. Coordinate reviews, gather/ address comments received from those entities.

Deliverables

- 60, 90, 100 and Final Submittals: The Engineer will submit electronic (pdf) files
- QC redlines with each submittal
- Final approved design exceptions/waivers
- TxDOT Forms required per EL Paso District Project development standards
- Final opinion of probable construction cost
- Contract Time Determination
- Final signed and sealed construction plans
- Bid document package

L. Landscape and Irrigation Design Plans

The design development for the project will follow a customary approach to swiftly work with a Pre-Design Report Phase and move into Preliminary Design Development (60%), followed by a Pre-Final Design (90%) phase and continuing through Final Construction (100%) documentation. We anticipate meetings to discuss possible redlines and have also included time for coordination with the City of El Paso Capital Improvements Department and Streets Department. Final construction documents will be signed and sealed plans, with pertinent notes and details, and meet minimum El Paso Streets requirements. The Improvement tasks for planting and irrigation plans for Playa Drain Shared Use Path project shall take place as follows:

Based on the Scope provided, the Landscaping scope and fees are based upon the following assumptions:

- Survey files, base mapping and other CAD documents will be provided to Sites Southwest in AutoCAD, Civil 3D or other compatible format, and will include all necessary topographic, boundary, and utility information for our work.
- The project limits include the Playa Drain between Yarbrough Drive and Midway Drive. All needs of the maintenance for the Drain will be respected in the design. We are also assuming that the limits will be as you outlined in the plan markup that you sent to us.
- Irrigation design will be based on available municipal water service at reasonable design pressures. Tie-in/Point of Connection (POC) information will be provided by the civil engineer. No additional metering will be included in our plans.
- Design shall meet all City, Federal, and TxDOT requirements for the project.

1. Landscape and Irrigation Plans | Signage Plans

Plans will include a plant and material list, planting and material layouts, a master irrigation concept, as well as notes, sketches, and other drawings to help convey the approach. This plan will be for City of El Paso review. Development of that plan will meet all the requirements for site landscaping. Following approval of the 60% landscape, irrigation, and signage plans, we will move to the formulation of 95% plans and final construction documentation (100% plans). These drawings will include planting plans, construction plans (mulches, edgers, etc...), site furnishing, irrigation plans, necessary sheet specifications, details, and other pertinent notes. The irrigation system will be connected to and coordinated with El Paso Water. Note we did not include developing a specifications manual. These documents will include enough detail to facilitate contractor bidding. We have also included the development of cost estimates in each phase of design. Note that if the number of plan submittals increases due to circumstances beyond our control, we may request additional services compensation for the additional plan submittals. We have planned for meetings during design but have included that work below in:

2. Meetings and Coordination.

Deliverables

- Conceptual Cost Estimate
- Landscape Design Narrative

- Irrigation Design Narrative
- Street Conceptual Renderings (3 Concepts)
- Conceptual Cost Estimate

M. Bid Phase Services

1. Bid Development
- 1.1. Assist CID in preparing for Bids.
- 1.2. Prepare any addenda to drawings or specifications.
- 1.3. Attend the Pre-Bid Conference.
- 1.4. Assist CID in responding to Contractor Questions.

2. Bid Award
- 2.1 Assist CID in evaluating bids received.
- 2.2 Provide letter recommendation for award.

N. Construction Phase Services

1. Construction Administration Services
- 1.1. Provide general administration through the construction phase.
- 1.2. Maintain the table of utility conflicts and relocation status.
- 1.3. Review Submittals and Request for Information in a timely manner.
- 1.4. Advise CID on construction related issues as they pertain to the design.
- 1.5. Perform periodic site visits, as requested by CID.
- 1.6. Participate in the final inspection and assist in preparing punch list.
- 1.7. Furnish Record Drawings from Contractor Red Lines.

2. Resident Project Representative Services
- 2.1. Not Part of this Scope.

3. Landscape & Irrigation:
- 3.1. Eighteen (18) on Site Meetings as requested
- 3.2. Construction Observation Reports (18)
- 3.3. Substantial Completion Walk-through and Punch-List Preparation
- 3.4. Back Check Walk-through and Punch-List Preparation
- 3.5. Record Drawings

4. Provide Procore Construction Management System
- 4.1. Establishing the project directory
- 4.2. Uploading plans
- 4.3. Setting up bid items for daily work quantification by the City
- 4.4. Assisting the City in Procore management
- 4.5. Contracting Procore

ATTACHMENT "B"
CONSULTANT'S FEE PROPOSAL AND HOURLY RATES

Contract with City of El Paso
Sol. No.: #2025-0608R
Project: AE Services - Playa Drain Shared Use Path Project
Project Limits: Knight Dr. : Plana Drain to Midway Dr.
Midway Dr.: Mimosa Dr. Ave to SH 20 (Alameda)
Mimosa Dr. : Midway Ave to Vocational Dr.

Fee Proposal No. 3						PLAYA DRAIN SUP SCHEDULE OF PAYMENT										
Project Team	Task	Total Labor Fee	Direct Expenses	Total Fee	%	%	PRELIMINARY DESIGN	%	60% DESIGN	%	90% DESIGN	%	100% DESIGN	BID PHASE	CONSTRUCTION PHASE	TOTAL
PRIME: GFT Infrastructure, Inc.	Project Design	$342,515.12	$4,590.00	$347,105.12	61.17%	14%	$ 47,914.10	35%	$120,390.10	20%	$ 69,475.30	14%	$ 49,100.55	$ 6,861.44	$ 53,363.06	$ 347,104.54
	Environmental Tasks	$19,749.29		$19,749.29		50%	$9,874.65	50%	$9,874.65							$ 19,749.29
Cobb, Fendley & Associates, Inc.(COB)	Surveying	$61,629.49	$0.00	$61,629.49	10.28%	100%	$61,629.49									$ 61,629.49
DCCM (Binkley Barfield)	Subsurface Utility Engineering, Utility Coordination & TCP	$96,013.96	$225.00	$96,238.96	16.05%	30%	$ 28,871.69	30%	$28,871.69	30%	$28,871.69	10%	$9,623.89			$ 96,238.96
Poznecki-Camarillo, Inc.	Environmental Permitting and Clearance	$16,243.04	$0.00	$16,243.04	2.71%	60%	$9,745.82	40%	$6,497.22							$ 16,243.04
HVJ & Associates	Geotechnical Engineering	$12,739.16	$11,592.90	$24,332.06	4.06%	100%	$24,332.06									$ 24,332.06
Sites Southwest	Landscape Architecture & Irrigation Design	$34,170.00	$300.00	$34,470.00	5.75%	12%	$4,170.00	31%	$10,615.00	23%	$ 8,085.00	19%	$ 6,435.00	$ 1,020.00	$ 4,145.00	$ 34,470.00
	Total Project Fee			$599,767.96	100.00%	31%	$186,537.81	29%	$176,248.65	18%	$106,431.99	11%	$65,159.44	$7,881.44	$57,508.06	$599,767.96

PRIME: GFT Infrastructure, Inc.

Contract with City of El Paso
Sol. No.: #2025-0608R
Project: AE Services - Playa Drain Shared Use Path Project
Project Limits: Knight Dr. : Plana Drain to Midway Dr.
Midway Dr.: Mimosa Dr. Ave to SH 20 (Alameda)
Mimosa Dr. : Midway Ave to Vocational Dr.

Fee Proposal No. 3

Project Team	Task	Total Labor Fee	Direct Expenses	Total Fee
PRIME: GFT Infrastructure, Inc.	Project Design	**$342,515.12**	**$4,590.00**	**$347,105.12**
	Environmental Tasks	**$19,749.29**		**$19,749.29**
Cobb, Fendley & Associates, Inc.(COB)	Surveying	$61,629.49	$0.00	$61,629.49
DCCM (Binkley Barfield)	Subsurface Utility Engineering & Utility Coordination	$96,013.96	$225.00	$96,238.96
Poznecki-Camarillo, Inc.	Environmental Permitting and Clearance	$16,243.04	$0.00	$16,243.04
HVJ & Associates	Geotechnical Engineering	$12,739.16	$11,592.90	$24,332.06
Sites Southwest	Landscape Architecture & Irrigation Design	$34,170.00	$300.00	$34,470.00
	Total Project Fee			**$599,767.96**

PRIME: GFT Infrastructure, Inc.
Sol. No.: #2025-0608R
Project: AE Services - Playa Drain Shared Use Path Project

Phases / Tasks	Senior Project Manager	Design Engineer	Engineer Associate	Engineer Technician	QA/QC Engineer	Administrative/ Clerical	Drafting Tech 1	Traffic Engineer	Total Hours	Total Cost
LABOR RATE PER HOUR	$115.00	$88.00	$55.00	$51.00	$78.20	$37.00	$35.00	$80.00		
GENERAL SCOPE										
A. Project Management										
Progress Reporting	9					10			19	$1,405.00
Prepare and Submit Invoices	6					10			16	$1,060.00
Coordination / Administration	6					10			16	$1,060.00
Subconsultant Management	20					10			30	$2,670.00
Monthly Meetings (Prepare Agenda, Hold meeting & Prepare Minutes)	25					10			35	$3,245.00
CSP - Coordination Meetings	18			4		10			24	$1,724.00
TOTAL - Program Management	**76**	**0**	**0**	**4**	**0**	**60**	**0**	**0**	**140**	**$11,164.00**
B. Surveying - CobbFendley (see Tasks and Fee provided)										
C. Right of Way Mapping - CobbFendley (see Tasks and Fee provided)										
D. Geotechnical Subsurface Soils Characterization - HVJ (see Tasks and Fee provided)										
E. Social, Economic and Environmental Studies - Poznecki (see Tasks and Fee provided)										
F. Stakeholder Coordination										
Planning Phase / Development Pre-Design Report Phase										
Stakeholder meetings	1			4		8	6		17	$751.00
Public Meetings	1			4		8	6		17	$751.00
TOTAL - Stakeholder Coordination	**2**	**0**	**0**	**8**	**0**	**12**	**12**	**0**	**34**	**$1,502.00**
G. Pre-Design 30% PS&E Phase - (Planning Phase & Report Development)										
Kick-off Meeting	1	2		2		10			15	$763.00
Develop Project Schedule		2		2					4	$278.00
Project Investigation, obtain utility easements, utility service lines and other permits, if applicable									0	$0.00
Develop Project Concepts (Coordinate with all Disciplines)		1	2				12		15	$818.00
Develop Master Plan for Ultimate Project	1	2	2				12		17	$921.00
Evaluate existing ROW and expected ROW acquisition		1	2						3	$198.00
Evaluate street alignment to Industrial connection	1	2	2						5	$401.00
Evaluate street alignment for future extension to North Loop / Trowbridge		1	2	2					5	$300.00
Design Analysis	1		6						7	$445.00
Develop Right of Entry documents for property access		2	2			14			18	$804.00
Develop Proposed Improvements Sketch / Develop typical sections	1	1	2	2			20		26	$1,115.00
Identify possible utility conflicts		2	2	2					6	$388.00
Identify possible additional conflicts with proposed improvements		2	2						4	$286.00
Develop preliminary Drainage Plan	1	2		4			12		19	$915.00
Develop Pedestrian Access Plan		1	2				12		15	$618.00
Develop Estimate of Construction Cost	1	2	6						9	$621.00
Project preparation for presentation of design to the City of El Paso Design Review Committee		1		2					3	$190.00
QA/QC	1	2		2	24				29	$2,269.80
Final Report	1			2		18	8		29	$1,163.00
									0	$0.00
TOTAL - Pre-Design 30% PS&E Phase	**9**	**26**	**32**	**20**	**24**	**42**	**76**	**0**	**229**	**$12,193.80**
H. Illumination										
Existing Conditions & Field Visit								3	3	$0.00
Alternatives Analysis (Determine and Recommend Preferred Alternative)		1	4				6	6	17	$968.00
Pre Cost Analysis			4					4	8	$540.00
Prepare Technical Memo	1	2	4			2	4	6	19	$1,205.00
Existing Conditions, Adjacent Illumination Equipment Inventory & Field Visit		2						6	8	$856.00
Summary of Quantities			4				6	4	14	$750.00
Proposed Illumination Layouts		1					6	6	13	$778.00
Voltage Drop Calculations		2	4				4	6	16	$1,016.00
Prepare illumination circuit diagrams							8		8	$260.00
Electrical service data sheet(s)		2	2				4	3	11	$666.00
Illumination Details, Notes, and Quantities		1	2				4	3	10	$578.00
Prepare Cost Estimates		2	2					3	7	$526.00
Traffic Control Plan (Utilizing Standards)			2				8	1	11	$470.00
Utility Coordination & Mapping									0	$0.00
Photogrammetric Layouts		2	4				4	6	16	$1,016.00
Illumination standards and detail sheets		1	2				7	1	11	$523.00
Illumination General Notes			4				4	1	9	$440.00
Prepare Design Submittal's (50%, 90% and RTL)		2	2				6	4	14	$816.00
QA/QC & Comment Resolution	3	2	4					6	15	$1,221.00
Address 60% and 90% Comments	2		2					4	8	$660.00
TOTAL - Illumination	**6**	**20**	**46**	**0**	**0**	**2**	**71**	**73**	**218**	**$13,139.00**
H. Traffic Signal Modification (2 Intersections) (Only as needed during Design. Any signal relocations will be performed as additional services)										
Perform Existing Traffic Signal Equipment Inventory & Field Visit									0	$0.00
Summary of Quantities									0	$0.00
Existing condition and removal layouts									0	$0.00
Proposed Traffic Signal Equipment Relocation Layouts									0	$0.00
Traffic signal cable schedule details									0	$0.00
Traffic signal notes and quantities									0	$0.00
Traffic signals standards and detail sheets									0	$0.00
Prepare Cost Estimate									0	$0.00
Signal General Notes									0	$0.00
Prepare Design Submittal's (50%, 90% and RTL)									0	$0.00
QA/QC & Comment Resolution									0	$0.00
Address 50% and 90% Comments									0	$0.00
TOTAL -Traffic Signal Modification (2 Intersections)	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**
I. Drainage										
Storm Water Pollution Prevention Plan (60, 95% & 100% Complete)	1	6		8			16		31	$1,611.00
Storm Drain Design (60%, 95% & 100% Complete)	1	4	18	18			14		55	$2,865.00
Storm Drain Details (60%, 95% & 100% Complete)	1	6	16	22			18		63	$3,275.00
									0	$0.00
									0	$0.00
TOTAL - Drainage	**3**	**16**	**34**	**48**	**0**	**0**	**48**	**0**	**149**	**$7,751.00**
J. Plans, Specifications, and Estimates - 60% PS&E										
Index of drawings (60% complete)	1	1		2			16		20	$865.00
Coversheet (75% complete)		2	4	2		2	8		18	$852.00
Quantity Summary Sheet (90% Complete)	1	1	2				8		12	$593.00
Horizontal Control Plan (90% complete)		1	6	2			8		17	$800.00
Horizontal Alignment Plan (90% Complete)	1	2	2				8		13	$681.00
Demolition Plan (90% complete)		1	4	2			12		19	$830.00
Construction Notes (90% complete)	1	1	2			2	12		18	$807.00
Typical Construction Details (60% complete)		1	6	4			14		25	$1,112.00
Special Construction Details (60% complete)		1		4			14		19	$782.00
Site Layout Plan (90% complete)	1	1	4	2			14		22	$1,015.00
EPIC Sheet			8	2					10	$542.00
Develop 3D Model		1	28	8					37	$2,036.00
SUP Plan & Profile Design - (60% Complete)	1	1	24	8			30		64	$2,961.00
Develop Cross-sections		1	22	4			6		33	$1,712.00
Signing & Pavement Plans Field Visit (60% Complete)		1	4	4			12		21	$932.00
Proposed Pavement Marking Layouts (60% Complete)	1	1		2			16		20	$865.00
Schedule Small Signs & Small Sign Details (60% Complete)		1	4	2			16		23	$970.00

PRIME: GFT Infrastructure, Inc.
Sol. No.: #2025-0608R
Project: AE Services - Playa Drain Shared Use Path Project

Phases / Tasks	Senior Project Manager	Design Engineer	Engineer Associate	Engineer Technician	QA/QC Engineer	Administrative/ Clerical	Drafting Tech 1	Traffic Engineer	Total Hours	Total Cost
LABOR RATE PER HOUR	$115.00	$88.00	$55.00	$51.00	$78.20	$37.00	$35.00	$80.00		
Compile standards & Special Details. (60% Complete)		1		2			10		13	$540.00
Signing, Pavement Mrk, - Quantities & Estimate (60% Complete)			4	2			12		18	$742.00
List of Governing Specs (60% complete)	1	1							2	$203.00
General Notes	1	1	6						8	$533.00
Engineer's Estimate	1	1	8						10	$643.00
30% complete action items report and complete review comment forms		1	4						5	$308.00
TDLR Registration Form - Provide RAS the 60% design plan, prepare (4) Forms to provide to RAS for TDLR Permit (Forms: Request for Inspection, Project	1	1				6			8	$425.00
60% Design QA/QC	1	1			40				42	$3,331.00
Develop the project' Construction Schedule	1								1	$115.00
Develop the project' Construction sequencing plan			6						6	$330.00
Develop required TxDOT 60% Submittal Forms (1002, 2229, EEPCPC, LDs, Certifications, Stage Gate Form, 2443,	1	3	8			6			18	$1,041.00
Prepare Bid Tabs						6			6	$222.00
Participate in 60% TxDOT DDR & Contractor Review	1	4	4						9	$987.00
TOTAL - Plans, Specifications, and Estimates - 60% PS&E	**15**	**32**	**160**	**52**	**40**	**22**	**216**	**0**	**537**	**$27,496.00**
J. Plans, Specifications, and Estimates - 95%										
Index of drawings (95% complete)		1	2				4		7	$338.00
Coversheet (95% complete)		1	2				4		7	$338.00
Quantity Summary Sheet (95% complete)		1	2				4		7	$338.00
Horizontal Control Plan (95% complete)		3	2				4		9	$514.00
Horizontal Alignment Plan (95% Complete)		2	2				8		12	$566.00
Demolition Plan (95% complete)		1	2				5		8	$373.00
Construction Notes (95% complete)		1	2				8		11	$478.00
Typical Construction Details (95% complete)	1	1	2				5		9	$488.00
Special Construction Details (95% complete)		1	2				8		11	$478.00
SUP Plan & Profile Design(95% Complete)	1	3	1				5		10	$559.00
Proposed Pavement Marking Layouts (95% Complete)		1	2	1			8		12	$529.00
Schedule Small Signs (95% Complete)		1	4	2			4		11	$550.00
Compile standards & Special Details (95% Complete)		1	2	2			3		8	$405.00
Signing, Pavement Mrk, - Quantities & Estimate (95% Complete)		4	2	3			6		15	$825.00
List of Governing Specs (95% complete)	1	1	1						3	$258.00
General Notes (95% complete)		3	1						4	$319.00
Update all required TxDOT 60% Submittal Forms (1002, 2229, EEPCPC, LDs, Certifications, Stage Gate Form, 2443,	1	3	8						12	$819.00
Engineer's Estimate	1	3	1	3					8	$587.00
Design Criteria	1	1		2					4	$305.00
Complete action items report and complete review comment forms (95% Complete)	1	3							4	$379.00
95% Design QA/QC	2	1			28				31	$2,507.60
Participate in 95% TxDOT DDR & Contractor Review	1	4	4						9	$987.00
TOTAL Pre-Final Design Phase - PS&E 95%	**10**	**41**	**44**	**13**	**28**	**0**	**76**	**0**	**212**	**$12,690.60**
J. 100% Design Phase										
Index of drawings (100% complete)		2	2				2		6	$356.00
Coversheet and Index of drawings (100% complete)		1	1				2		4	$213.00
Quantity Summary Sheet (100% complete)		1	1				4		6	$283.00
Horizontal Control Plan (100% complete)		1	1				2		4	$213.00
Horizontal Alignment Plan (100% Complete)		1	2				2		5	$268.00
Horizontal layouts to include Temporary Construction Licenses (TCL) for work on private property.		2	1				2		5	$301.00
Demolition Plan (100% complete)		1	1				2		4	$213.00
Construction Notes (100% complete)		1					4		5	$228.00
Typical Construction Details (100% complete)		2	1				2		5	$301.00
Special Construction Details (100% complete)	1	1	1				2		5	$328.00
Site layout Plan (100% complete)		2	2				4		8	$426.00
SUP Plan & Profile Design - Extension (100% Complete)	1	2	1				4		8	$488.00
Update all required TxDOT 60% Submittal Forms (1002, 2229, EEPCPC, LDs, Certifications, Stage Gate Form, 2443,	1	2	2						5	$401.00
									0	$0.00
TOTAL - 100% Design Phase	**9**	**31**	**22**	**0**	**0**	**0**	**32**	**0**	**94**	**$6,093.00**
K. Utility Coordination - DCCC (see Tasks and Fee provided)										
L. Landscape and Irrigation Design Plans - Site Southwest (see Tasks and Fee provided)										
M. Bid Phase										
Address 100% CDR Comments				2			16		18	$992.00
Prepare Full and complete sealed set of drawings		1		2			8		11	$470.00
Develop Provide Full and complete sealed set of technical specifications		1		2					3	$190.00
Develop Detailed scope of work		1		2					3	$190.00
Develop Detailed unit price bid proposal form		1		2					3	$190.00
Develop Detailed Final cost estimate		1		2					3	$190.00
Respond to all questions from the contractor		1		2					3	$190.00
Provide recommendations to the City		1		2					3	$190.00
TOTAL - Bid Phase	**0**	**7**	**0**	**16**	**0**	**0**	**24**	**0**	**47**	**$2,272.00**

PRIME: GFT Infrastructure, Inc.
Sol. No.: #2025-0608R
Project: AE Services - Playa Drain Shared Use Path Project

Phases / Tasks	Senior Project Manager	Design Engineer	Engineer Associate	Engineer Technician	QA/QC Engineer	Administrative/ Clerical	Drafting Tech 1	Traffic Engineer	Total Hours	Total Cost
LABOR RATE PER HOUR	$115.00	$88.00	$55.00	$51.00	$78.20	$37.00	$35.00	$80.00		
N. Construction Phase										
Visit site as needed	1			18					19	$1,083.00
Attend weekly construction meetings	1	20		20					41	$2,895.00
Review change order requests	1			18					19	$1,033.00
Provide a separate independent analysis& provide recommendation to the City	1			12					13	$727.00
Prepare independent cost estimates on all change orders	1			14					15	$829.00
Review and approve project submittals and shop drawings	1	10		16					27	$1,811.00
Provide Revised Plan Sheets as Needed		4		16					20	$1,188.00
Attend substantial and final completion walkthroughs		8		12					20	$1,316.00
Develop Final Complete As Built Plan Set	1	14		16					31	$981.00
Set-up Procore Project Directory		2		16					18	$2,048.00
Grant Access to Contractor, City Staff and Consultants		2		18					20	$1,094.00
Upload Construction Plans		2		12					14	$812.00
Set up bid items for daily work quantication by the City		2		12					14	$788.00
Assist City in Managing project Procore directory				16					16	$816.00
TOTAL - Construction Phase	7	64	0	216	0	0	0	0	287	$17,101.00
TOTAL HOURS	137	237	338	377	92	138	555	73	1947	$111,401.40
GRAND TOTAL	137	237	338	377	92	138	555	73	1947	
LABOR RATE PER HOUR	$115.00	$88.00	$55.00	$51.00	$78.20	$37.00	$35.00	$80.00		
OL, Overhead, Profit	$347.30	$265.76	$166.10	$154.02	$236.16	$111.74	$111.65	$255.20		
TOTAL LABOR COST	$ 47,580.10	$ 62,986.12	$ 56,141.80	$ 58,065.54	$ 21,727.09	$ 15,420.12	$ 61,965.75	$ 18,629.60	$ 342,516.12	-

GFT DIRECT EXPENSES - Other direct expenses may be applicable based on project needs, a listing of other expenses rates has been provided. The City will be made aware if additional expenses from this estimate are needed.

ITEM	QTY	UNIT	RATE							
TDLR	1	$1,825.00	$1,825.00							$1,825.00
Mileage	1000	$0.66	$655.00							$655.00
Lodging/Hotel	2	$150.00	$300.00							$300.00
Lodging/Hotel Taxes - City/State	2	$45.00	$90.00							$90.00
Meals (overnight Stay Required	2	$60.00	$120.00							$120.00
Air Travel	1	$950.00	$950.00							$950.00
Rental Car (includes taxes/fees)	2	$100.00	$200.00							$200.00
Photocopies Color (8 1/2" X 11") - for Public Meeting	50	$1.00	$50.00							$50.00
Exhibits & Boards for Public Meeting	4	$100.00	$400.00							$400.00
TOTAL - DIRECT EXPENSES										$4,590.00

MANHOURS	7%	12%	17%	19%	5%	7%	29%	4%	100.00%	
COST	13.89%	18.39%	16.39%	16.95%	6.34%	4.50%	18.09%	5.44%	100.00%	

Contract with City of El Paso
Sol. No.: #2025-0608R
Project: AE Services - Playa Drain Shared Use Path Project
Project Limits: Knight Dr. : Plana Drain to Midway Dr.

Direct Labor		2023 - 2025	
Labor/Job Classification		Base Rates	Loaded Rates
Senior Project Manager		$ 115.00	$ 347.30
Design Engineer		$ 88.00	$ 265.76
Engineer Associate		$ 55.00	$ 166.10
Engineer Technician		$ 51.00	$ 154.02
Drafting Technician		$ 50.00	$ 151.00
QA/QC Engineer		$ 78.20	$ 236.16
Administrative/Clerical		$ 37.00	$ 111.74
Drafting Technician I		$ 35.00	$ 111.65
Traffic Engineer		$ 80.00	$ 255.20
			$ -
			$ -

DL + Overhead	2.9		
Profit	10.00%		
Multiplier	3.020	$	3.19

PRIME: GFT Infrastructure, Inc.
Sol. No.: #2025-0608R
Project: AE Services - Playa Drain Shared Use Path Project

OTHER DIRECT EXPENSES RATES			
SERVICES TO BE PROVIDED	**UNIT**	**FIXED COST**	**MAXIMUM COST**
Travel			
Mileage	mile	Current State Rate	
Lodging/Hotel - Taxes and Fees	day/person		$45.00
Lodging/Hotel (Taxes/fees not included)	day/person		Current State Rate
Meals (Excluding alcohol & tips) (Overnight stay required)	day/person		Current State Rate
Air Travel - In State	Rd Trip/person		$950.00
Parking	day		$30.00
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	day		$100.00
Rental Car Fuel	gallon		$5.00
Taxi/Cab fare (Includes Rideshare)	each/person		$40.00
SUV or ATV Rental (Includes taxes and fees; Insurance costs will not be reimbursed)	day		$185.00
Other Project Direct Expenses			
TDLR	each	$1,825.00	$1,825.00
CDs	each	$2.00	
USB Flashdrive (up to 32 GB)	each	$10.00	
External Hard Drive	each	$150.00	
Standard Postage	letter	Current Postal Rate	
Cardstock Color (8 1/2" x 11")	each	$1.00	
Photocopies B/W (11" X 17")	each	$0.25	
Photocopies B/W (8 1/2" X 11")	each	$0.15	
Photocopies Color (11" X 17")	each	$1.25	
Photocopies Color (8 1/2" X 11")	each	$1.00	
Plots (B/W on Bond)	per sq. ft.	$1.00	
Plots (Color on Bond)	per sq. ft.	$1.75	
Plots (Color on Photographic Paper)	per sq. ft.	$5.00	
Report Binding and tabbing	each	$10.00	
Certified Letter Return Receipt	each		Current Postal Rate
Overnight Mail - letter size	each		Current Postal Rate
Overnight Mail - oversized box	each		$100.00
Materials and Shipping	per package		$100.00
Courier Services	each		$45.00
4" X 6" Digital Color Print	picture		$0.50
Brochure Printing	each		$3.00
Report Printing	each		$80.00
Flyer Printing (various sizes BW or color)	each		$1.00
Postcard Printing	each		$0.75
Digital Ortho Plotting	sheet		$3.00
Color Graphics on Foam Board	square foot		$20.00
Presentation Boards 30" X 40" Color Mounted	each		$100.00
Presentation Boards 48" X 60" Color Mounted	each		$175.00

PRIME: GFT Infrastructure, Inc.
Sol. No.: #2025-0608R
Project: AE Services - Playa Drain Shared Use Path Project

E. Social, Economic and Environmental Studies - Poznecki (see Tasks and Fee provided)

Phases / Tasks	Env. Spec. II	Sr. Archeologist	Proj. Cultural Resources Specialist	Archeologist/ Historian	Enr. Pproject Manager	Total Hours	Total Cost
LABOR RATE PER HOUR	$61.00	$62.00	$73.60	$55.20	$73.60		
E. Social, Economic and Environmental Studies - Internal GFT Environmental							
Environmental Documentation						0	$0.00
Field Data Collection	18					18	$1,098.00
Species Analysis Spreadsheet	16				2	18	$1,123.20
PCR for Historic Studies		2	4	12		18	$1,080.80
Archeological Background Studies		40	4	2		46	$2,884.80
						0	$0.00
GRAND TOTAL	34	42	8	14	2	100	$ 6,186.80
LABOR RATE PER HOUR	$61.00	$62.00	$73.60	$55.20	$73.60		
OL, Overhead, Profit	$194.59	$197.79	$234.78	$177.05	$234.78		
TOTAL LABOR COST	$ 6,616.06	$ 8,306.76	$ 1,878.27	$ 2,478.63	$ 469.57	$ 19,749.29	
MANHOURS	34%	42%	8%	14%	2%	100.00%	
COST	33.50%	42.06%	9.51%	12.55%	2.38%	100.00%	

City of El Paso - Capital Improvement Department

Sol. No.: #2025-0608R

Project: AE Services - Playa Drain Shared Use Path Project

GFT ENVIRONMENTAL SECTION

Negotiated rates/ Matrix

Direct Labor			
Labor/Job Classification	**Years of Experience**	**Base Rates**	**Loaded Rates**
Environmental Specialist I	0-5 years	**$55.50**	**$177.05**
Environmental Specialist II	5-10 years	**$61.00**	**$194.59**
Sr. Archeologist	10-15 years	**$62.00**	**$197.78**
Project Cultural Resources Specialist	> 15 years	**$73.60**	**$234.78**
Archeologist/Historian	0-5	**$55.50**	**$177.05**
Environmental Project Manager	> 15 years	**$73.60**	**$234.78**

DL + Overhead	**2.9**
Profit	**10.00%**
Multiplier	**3.190**

Contract with City of El Paso
Sol. No.: #2025-0608R
Project: AE Services - Playa Drain Shared Use Path Project
Project Limits: Padilla to Zaragoza

Direct Labor		2023 - 2025	
Labor/Job Classification		Base Rates	Loaded Rates
Senior Project Manager		$ 115.00	$ 366.85
Design Engineer		$ 88.00	$ 280.72
Engineer Associate		$ 55.00	$ 175.45
Engineer Technician		$ 51.00	$ 162.69
Drafting Technician II		$ 50.00	$ 159.50
QA/QC Engineer		$ 78.20	$ 249.46
Administrative/Clerical		$ 37.00	$ 118.03
Drafting Technician I		$ 35.00	$ 111.65
Traffic Engineer		$ 80.00	$ 255.20
			$ -
			$ -

DL + Overhead	2.9
Profit	10.00%
Multiplier	3.190

PRIME: GFT Infrastructure, Inc.
Sol. No.: #2025-0608R
Project: AE Services - Playa Drain Shared Use Path Project
Cobb, Fendley & Associates, Inc.(COB)

Tasks	Survev Manager/R.P.L.S.	Surveying Technician	Senior Surveying CAD Draftsman	Administrative Assistant	Two Man (Regular Rate-Partv Chief, Rodman)	Total Hours	Total Cost
LABOR RATE PER HOUR	$220.37	$117.87	$138.98	$91.23	$210.13		
B. Surveying							
Design Topographic Survey							**$21,095.67**
Design Topographic Survey Tasks	16	16	32	8	50	122	$21,095.67
C. R.O.W. Mapping							**$27,968.82**
Proposed R.O.W. Mapping	16	16	24	8	88	152	$27,968.82
TOTAL HOURS FOR SURVEY TASKS	**32**	**32**	**56**	**16**		**136**	**$49,064.49**
Direct Expenses - Design Topographic Survey							
ITEM	**QTY**	**UNIT**	**RATE**				
Mileage (Personal Vehicle)		mile					$0.00
Mileage (Survey Crew 4x4 Trucks)	170	mile	$0.70				$119.00
Reproduction-Copies (11 x 17) Bond (B&W)	10	each	$1.00				$10.00
Reproduction-Copies (8.5 X 11) Bond	10	each	$1.00				$10.00
Reproduction-Copies (24 X 36) - Bond	10	each	$1.00				$10.00
Surveying Field Supplies		LS					$0.00
SUB (Aerial LiDAR/Photogrammetry)	1	LS	$11,190.00	@ (Cost + 10%)	$1,119.00		$12,309.00
Total - Direct Expenses - Design Topographic Survey							**$12,458.00**
Direct Expenses - Proposed R.O.W. Survey							
ITEM	**QTY**	**UNIT**	**RATE**				
Mileage (Personal Vehicle)		mile					$0.00
Mileage (Survey Crew 4x4 Trucks)	110	mile	$0.70				$77.00
Reproduction-Copies (11 x 17) Bond (B&W)	10	each	$1.00				$10.00
Reproduction-Copies (8.5 X 11) Bond	10	each	$1.00				$10.00
Reproduction-Copies (24 X 36) - Bond	10	each	$1.00				$10.00
Legal Reseach /Title Commitment		each					$0.00
Surveying Field Supplies		LS					$0.00
Total - Direct Expenses - Proposed R.O.W. Survey							**$107.00**
GRAND TOTAL							**$ 61,629.49**
LABOR RATE PER HOUR							
DIRECT LABOR COSTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
COST	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	

City of El Paso - Capital Improvement Department

SUB: CobbFendley

Project:Playa Drain Shared Use Path Project

Negotiated rates/ Matrix

Direct Labor			
Labor/Job Classification	**Years of Experience**	**Base Rates**	**Loaded Rates**
Survev Manager/R.P.L.S.	10+	$ 72.97	$ 220.37
Surveying Technician	4+	$ 39.03	$ 117.87
Senior Surveying CAD Draftsman	10+	$ 46.02	$ 138.98
Administrative Assistant	3	$ 30.21	$ 91.23
Two Man (Regular Rate-Partv Chief, Rodman)		$ 69.58	$ 210.13
			$ -

DL + Overhead	**2.7004**
Profit	**12.00%**
Multiplier	**3.020**

PRIME: GFT Infrastructure, Inc.

Sol. No.: #2025-0608R

Project: AE Services - Playa Drain Shared Use Path Project

DCCM Infrastructure, Inc.

Project Tasks	Sr. Project Manager	Project Manager	Project Engineer	EIT II	CADD Operator - Senior	Sr. Utility Coordinator	Utility Coordinator	Clerical	Total Hours	Total Cost
LABOR RATE PER HOUR	$386.40	$273.70	$251.16	$170.66	$183.54	$238.28	$173.88	$112.70		
K. Utility Coordination Tasks (SUE, UC, UCA)										
2. Utility Coordination (UC)										
Develop Listing of Utility Companies with Contact Information								2	2	$225.40
Individiual Utility Meetings						10	12		22	$4,469.36
Coordination with Utilities to obtain their Relocation Plans						10			10	$2,382.80
Prepare and Issue Minutes for each Meeting							6	2	8	$1,268.68
Review Relocation Plans and Incorporate into UCM						12	2		14	$3,207.12
									0	$0.00
TOTAL - UC	**0**	**0**	**0**	**0**	**0**	**32**	**20**	**4**	**56**	**$11,553.36**
3. Utility Conflict Analysis (UCA)										
Research & Determination of the Location of Existing Utilities for Minimization of Utility Conflicts with the Proposed Design						16			16	$3,812.48
Develop and Maintain a Utility Conflict Matrix (UCM) to track Utility Issues and Proposed Resolutions		6	10			32	18		66	$14,908.60
										$0.00
TOTAL - UCA	**0**	**6**	**10**	**0**	**0**	**48**	**18**	**0**	**82**	**$18,721.08**
4. TRAFFIC CONTROL PLAN (TCP)										
Prepare TCP Concept, Exhibits, attend TCP workshop	1	4		6	6				17	$3,606.40
Plans										$0.00
Provide a written narrative of construction sequencing and work activities per phase	1	4		10					15	$3,187.80
Advanced Warning Signs Layout (Standard will be referenced)									0	$0.00
Prepare TCP typical sections	1	4		18	18				41	$7,856.80
TCP layout (100:1 scale) Dbl bank. Approx 0.8 miles along Knight Dr = 3 sheets per Phase (2 Phases)	1	24		18	36				81	$17,001.60
TCP layout (100:1 scale) Dbl bank Approx 0.2 miles along Mimosa Dr = 1 sheet (1 phase)	1	12		4	12				29	$6,555.92
Prepare TCP Details where standards do not apply(i.e. Typical detour for work at alternating intersection)	1	2		10	20				33	$6,311.20
Identify TxDOT TCP standards	1	2		2	2				7	$1,642.20
Support Documents										$0.00
Edit TxDOT master Gen notes - TCP related items.	1	2		4					7	$1,616.44
Submittals										$0.00
QA/QC & Compile and Coordinate 60% submittal Package	1	2	4						7	$1,938.44
QA/QC & Compile and Coordinate 95% submittal Package	1	2	4						7	$1,938.44
QA/QC & Compile and Coordinate 100% submittal Package	1	2	4						7	$1,938.44
TOTAL - TCP	**11**	**60**	**12**	**72**	**96**	**0**	**0**	**0**	**251**	**$53,593.68**
6. PROJECT MANAGEMENT										
Prepare monthly written progress reports and invoices (12 months)	2	6		12				12	32	$5,815.32
Management and coordination with prime	4	10		12					26	$6,330.52
TOTAL - PROJECT MANAGEMENT	**6**	**16**	**0**	**24**	**0**	**0**	**0**	**12**	**58**	**$12,145.84**
TOTAL HOURS & COST	**17**	**82**	**22**	**96**	**96**	**80**	**38**	**16**	**447**	**$96,013.96**
Project Expenses	Unit	Qty		Rate						
Mileage	mile			0.70						$0.00
Traffic Control	lump sum			500						$0.00
Permits	lump sum			500						$0.00
Copies (Up to 11"x17")	each	500		0.15						$75.00
Color Prints (Up to 11"x17")	each	100		1.5						$150.00
Total Project Direct Expenses (SUE, UCA, & UC)										**$ 225.00**
GRAND TOTAL	**17**	**82**	**22**	**96**	**96**	**80**	**38**	**16**	**447**	**$ 96,238.96**
LABOR RATE PER HOUR	$386.40	$273.70	$188.00	$170.66	$183.54	$207.00	$181.00	$112.70		
TOTAL LABOR COST	**$ 6,568.80**	**$ 22,443.40**	**$ 4,136.00**	**$ 16,383.36**	**$ 17,619.84**	**$ 16,560.00**	**$ 6,878.00**	**$ 1,803.20**	**$ 92,392.60**	
MANHOURS	3.80%	18.34%	4.92%	21.48%	21.48%	17.90%	8.50%	3.58%	**100.00%**	
COST	7.11%	24.29%	4.48%	17.73%	19.07%	17.92%	7.44%	1.95%	**100.00%**	

Utility Engineering & Coordination Services			
Services To Be Provided	**Unit**	**Final Rate Years 1 and 2**	**Final Rate Years 3 and 4**
SUE Mobilization/Demobilization			
This cost is intended to be an expense compensation per request for mobilizing/demobilizing personnel and equipment portal to portal. Vacuum excavation truck, equipment, travel time for 2-man crew, fuel. Mileage log to be provided.	**Mile**	$ 6.58	$ 6.81
SUE (Quality Level D)			
Includes labor and equipment for records research and CADD (Including overhead utilities) For overhead utilities measurement for payment will be LF per utility owner	**LF**	$ 0.80	$ 0.83
SUE (Quality Level C)			
Includes labor and equipment for records research, CADD, and surveying (including overhead utilities) per utility owner. For overhead utilities measurement for payment will be LF per utility owner (Apurtenance must be surveyed)	**LF**	$ 0.94	$ 0.97
SUE (Quality Level B - Utility Designation)			
Includes labor and equipment for records research, designating, engineering, CADD, mapping and limited traffic control		$ -	$ -
Includes labor and equipment for surveying and limited traffic control		$ 2.12	$ 2.19
Level B (Total)	**LF**		
SUE (Quality Level A - Utility Locate, Test Holes)			
Level A: 0 to 5 ft (Includes labor and equipment for engineering, CADD)		$ -	$ -
(Includes labor and equipment for surveying and limited traffic control)		$ -	$ -
(Includes labor and equipment for vacuum excavation and limited traffic control)		$ -	$ -
Level A: 0 to 5 ft (Total)	**each**	$ 1,450.00	$ 1,500.00
Level A: > 5 to 8 ft (Includes labor and equipment for engineering, CADD)		$ -	$ -
(Includes labor and equipment for surveying and limited traffic control)		$ -	$ -
(Includes labor and equipment for vacuum excavation and limited traffic control)		$ -	$ -
Level A: > 5 to 8 ft (Total)	**each**	$ 1,775.00	$ 1,837.00
Level A: > 8 to 13 ft (Includes labor and equipment for engineering, CADD)		$ -	$ -
(Includes labor and equipment for surveying and limited traffic control)		$ -	$ -
(Includes labor and equipment for vacuum excavation and limited traffic control)		$ -	$ -
Level A: > 8 to 13 ft (Total)	**each**	$ 2,400.00	$ 2,484.00
Level A: > 13 to 20 ft (Includes labor and equipment for engineering, CADD)		$ -	$ -
(Includes labor and equipment for surveying and limited traffic control)		$ -	$ -
(Includes labor and equipment for vacuum excavation and limited traffic control)		$ -	$ -
Level A: > 13 to 20 ft (Total)	**each**	$ 3,150.00	$ 3,260.00
Level A: > 20 ft (Includes labor and equipment for engineering, CADD)		$ -	$ -
(Includes labor and equipment for surveying and limited traffic control)		$ -	$ -
(Includes labor and equipment for vacuum excavation and limited traffic control)		$ -	$ -
Level A: > 20 ft (Total)	**FT**	$ 250.00	$ 258.75
Note: When the above unit prices are not utilized, the following appropriate rates will apply			
Subsurface Utility Engineering (SUE) Field Services			
One (1) Designating Person with equipment	**hour**	$ 160.00	$ 165.60
Two (2) Designating Person with equipment	**hour**	$ 232.00	$ 240.12
Two (2) Person Vacuum Excavation with equipment	**hour**	$ 480.00	$ 496.80
Coring and repairing the pavement includes labor, equipment, and materials	**each**	$ 485.00	$ 501.98

The unit costs shown include labor, overhead, and profit. Payment based on units completed. No partial payments.
All unit costs are negotiated costs and are not subject to change or adjustment.
Unit Cost Payment Basis: If unit costs by year are included, unit costs billed should correspond to the fiscal or calendar year, if applicable, in which the work was done.
Note: Any direct labor, unit cost, or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.

City of El Paso - Capital Improvement Department

Project: AE Services - Playa Drain Shared Use Path Project

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DCCM Infrastructure, Inc.

Negotiated rates/ Matrix

Direct Labor		DCCM	
Labor/Job Classification	Years of Experience	Base Rates	Loaded Rates
Sr. Project Manager	15+	$ 120.00	$ 386.400
Project Manager	10+	$ 85.00	$ 273.70
Project Engineer	10+	$ 78.00	$ 251.16
EIT II	5+	$ 53.00	$ 170.66
EIT I	2 - 5	$ 45.00	$ 144.90
CADD Operator - Senior	15+	$ 57.00	$ 183.54
Sr. Utility Coordinator	10+	$ 74.00	$ 238.28
Utility Coordinator	2+	$ 54.00	$ 173.88
Clerical		$ 35.00	$ 112.70
			$ -
			$ -
			$ -
		$ -	$ -

DL + Overhead	**2.8983**
Profit	**11.00%**
Multiplier	**3.220**

PRIME: Gannett Fleming, Inc.

City of El Paso - Capital Improvement Department

Sol. No.: #2025-0608R

Project: AE Services - Playa Drain Shared Use Path Project

Poznecki-Camarillo - PCI

Project Tasks	Environmental Specialist I	Environmental Specialist II	Environmental Specialist III	Sr. Environmental Planner	Sr. Archeologist	Environmental Project Manager	Total Hours	Total Cost
LABOR RATE PER HOUR	$93.03	$109.14	$150.16	$176.53	$211.69	$211.69		
E. Social, Economic and Environmental Studies								
Environmental Documentation							0	$0.00
WPD I/II	20		2	2			24	$2,513.98
Other Project-Related Info	10	8	2	2			22	$2,456.80
Species Analysis Spreadsheet (QC only)		1		1			2	$285.67
Species Analysis Form (QC only)				1			1	$176.53
Surface Water Analysis Form		2		1			3	$394.81
Historic PCR (QC only)				2	2		4	$776.44
Archeological Background Study (QC only)				2	2		4	$776.44
Section 4(f) Analysis			2	1			3	$476.85
Section 4(f) Exception			12	2			14	$2,154.98
Hazmat ISA		40	2	2			44	$5,018.98
Notice and Opportunity to Comment	6		2	2			10	$1,211.56
TOTAL - 60 % Design Phase	**36**	**51**	**22**	**18**	**4**	**0**	**131**	**$16,243.04**
Design Phase Subtotal	**$ 3,349.08**	**$ 5,566.14**	**$ 3,303.52**	**$ 3,177.54**	**$ 846.76**	**$ -**		**$16,243.04**
Environmental Project Direct Expenses								**$0.00**
GRAND TOTAL	**36**	**51**	**22**	**18**	**4**	**0**		**$ 16,243.04**
LABOR RATE PER HOUR	$93.03	$109.14	$150.16	$176.53	$211.69	$211.69		
TOTAL LABOR COST	**$ 3,349.08**	**$ 5,566.14**	**$ 3,303.52**	**$ 3,177.54**	**$ 846.76**	**$ -**	**$ 16,243.04**	
MANHOURS	27.48%	38.93%	16.79%	13.74%	3.05%	0.00%	**100.00%**	
COST	20.62%	34.27%	20.34%	19.56%	5.21%	0.00%	**100.00%**	

City of El Paso - Capital Improvement Department

Sol. No.: #2025-0608R

Project: AE Services - Playa Drain Shared Use Path Project

Poznecki-Camarillo - PCI

Negotiated rates/ Matrix

Direct Labor			
Labor/Job Classification	**Years of Experience**	**Base Rates**	**Loaded Rates**
Environmental Specialist I	0-5 years	**$31.75**	**$93.03**
Environmental Specialist II	5-10 years	**$37.25**	**$109.14**
Environmental Specialist III	10-15 years	**$51.25**	**$150.16**
Sr. Environmental Planner	> 15 years	**$60.25**	**$176.53**
Sr. Archeologist	> 15 years	**$72.25**	**$211.69**
Environmental Project Manager	> 15 years	**$72.25**	**$211.69**

DL + Overhead	**2.66**
Profit	**10.00%**
Multiplier	**2.930**

PRIME: GFT Infrastructure, Inc.

City of El Paso - Capital Improvement Department

Sol. No.: #2025-0608R

Project: AE Services - Playa Drain Shared Use Path Project

Poznecki-Camarillo - PCI

OTHER DIRECT EXPENSES RATES				
PROJECT EXPENSES	**UNIT**	**QTY**	**RATE**	**MAXIMUM COST**
Lodging/Hotel - Taxes and Fees	day/person	2	$45.00	$ 90.00
Lodging/Hotel - no taxes	day/person	2	$98.00	$ 196.00
Meals (overnight stay required)	day/person	2	$59.00	$ 118.00
Air Travel - in state - coach	rd trip/person	2	$530.00	$ 1,060.00
Parking	day	2	$30.00	$ 60.00
Rental Car (includes taxes and fees)	day	2	$100.00	$ 200.00
Rental Car Fuel	gallon	20	$5.00	$ 100.00
Photocopies B/W (11"x17")	each	25	$0.25	$ 6.25
Photocopies B/W (8 1/2" x 11")	each	100	$0.15	$ 15.00
Photocopies Color (11"x17")	each	25	$1.25	$ 31.25
Photocopies Color (8 1/2"x11")	each	100	$1.00	$ 100.00
Hazardous Materials Database Search	mile	1	$500.00	$ 500.00
Historical Aerial & Topographical Images	each	1	$250.00	$ 250.00
Field Supplies - Phase II ESA	day			$ -
Drilling Services - Phase II ESA	each			$ -
Soil & Water Laboratory Analysis - Phase II ESA	each			$ -
Field Equipment Rental - Phase II ESA	day			$ -
Investigation Derived Waste Disposal- Phase II ESA	drum		at cost (estimated)	
Cultural Resources THC Coordination Letter	each			$ -
Antiquities Permit Application	each			$ -
Cultural Resources Survey	each			$ -
		Total Direct Expenses		**$ 2,726.50**

PRIME: GFT Infrastructure, Inc.

CITY OF EL PASO

PROJECT: Playa Drain Shared Use Path - Sol. No.: 2025-0608R

HVJ Associates, Inc.

Project Tasks	Engineer (Senior)	Engineer (Project)	Engineer (Design)	Engineer-In-Training I	Engineer Technician	Administrative/ Clerical	Total Hours	Total Cost
LABOR RATE PER HOUR	**$254.74**	**$238.50**		**$122.30**	**$127.20**	**$87.90**		
Soil /Geotechnical & Foundation Studies (HVJ Associates, Inc)								
Task/ Scope Report								
Project Intiation, Boring Layout, and Set Up Field Work		1		2			3	$483.10
Utilities Clearance and Field Coordination for staking the soil borings				1	6		7	$885.50
Borehole Logging (assumed 3 days to drill 60' borings, includes travel time)		1		1	27		29	$3,795.20
Review field boring logs and assign lab tests		1		2			3	$483.10
Review lab test data and perform QA/QC				2			2	$244.60
Input lab test data, edit and prepare final Boring Logs		1		2		2	5	$658.90
GEOTECHNICAL REPORT - Draft	1	4		6		2	13	$2,118.34
GEOTECHNICAL REPORT - Final	1	2		2			5	$976.34
Total - Soil /Geotechnical & Foundation Studies	**2**	**10**		**18**	**33**	**4**	**67**	**$9,645.08**
Pavement Design Engineering (HVJ - SCTx - M&J Inc.)								
SUP design thicknesses, standard materials and details based on TxDOT standards or City of El Paso standards	2			4		1	7	$1,086.58
Subgrade preparation and general earthwork recommendations	2			3			5	$876.38
PAVEMENT DESIGN DRAFT REPORT	2			2			4	$754.08
PAVEMENT DESIGN FINAL SEALED REPORT	1			1			2	$377.04
TOTAL - Pavement Design Engineering	**7**	**0**		**10**		**1**	**18**	**$3,094.08**
TOTAL HOURS	**9**	**10**		**28**	**33**	**5**	**85**	**$12,739.16**
Direct Expenses								
ITEM	**QTY**	**UNIT**	**RATE**					**TOTAL**
Lodging/Hotel (Taxes/fees not included) (Current state rate)		night						$0.00
Lodging/Hotel Taxes/fees (City/State Tax Rate + Venue tax)		night						$0.00
Meals (overnight stay required) (Excluding alcohol)		day						$0.00
Mileage (Current state rate)	95	mile	$0.70					$66.50
Mobilization and Demobilization of Drilling Rig (Trips within 100 miles from office to site)	1	trip	$600.00					$600.00
Mobilization and Demobilization of Pavement Coring Crew (Trips within 100 miles from office to site)	1	trip	$300.00					$300.00
Pavement Coring and Patching	8	each	$250.00					$2,000.00
Traffic Control Services (signs, cones, arrowboard etc.)	2	each	$1,500.00					$3,000.00
Standby of Drilling/Coring Equipment (During Traffic Control Setup)	2	hour	$350.00					$700.00
Determining Moisture Content in Soil Materials	12	each	$17.60					$211.20
Determining Liquid Limits of Soils	12	each	$41.80					$501.60
Determining Plastic Soil Limits	12	each	$41.80					$501.60
Calculating the Plasticity Index of Soils		each						$0.00
Particle Size Analysis of Soils With hydrometer		each						$0.00
Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve	12	each	$66.00					$792.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade, Embankment Soils, and Backfill Material		each						$0.00
Determining Sulfate Content in Soils - Colorimetric Method		each						$0.00
California Bearing Ratio (CBR) of Laboratory-Compacted Soils (Single Sample without MD Curve)		test						$0.00
Unconfined Compressive Strength (Soil)		each						$0.00
Unconfined Compressive Strength (Rock)		each						$0.00
Dynamic Cone Penetrometer in Shallow Pavement Applications	2	each	$200.00					$400.00
Soil Boring/Rock Coring without TCP (< 60 ft.)	60	LF	$28.00					$1,680.00
Borehole Backfill	60	LF	$14.00					$840.00
TOTAL - Direct Expenses								**$11,592.90**
GRAND TOTAL	**9**	**10**	**0**	**28**	**33**	**5**	**85**	**$ 24,332.06**
LABOR RATE PER HOUR	**$254.74**	**$238.50**	**$0.00**	**$122.30**	**$127.20**	**$87.90**		
TOTAL LABOR COST	**$ 2,292.66**	**$ 2,385.00**	**$ -**	**$ 3,424.40**	**$ 4,197.60**	**$ 439.50**	**$ 12,739.16**	
MANHOURS	10.59%	11.76%	0.00%	32.94%	38.82%	5.88%	**100.00%**	
COST	18.00%	18.72%	0.00%	26.88%	32.95%	3.45%	**100.00%**	

Playa Drain Shared Use Path Project Sol No.: #2025-0608R			
HVJ & Associates			
LUMP SUM, UNIT COST AND/OR SPECIFIED RATE PAYMENT BASIS			
Lump Sum, Unit Cost and/or Specified Rate Labor/Staff Classification		**Negotiated Hourly Base Rate**	**Contract Rate**
Engineer (Senior)			
Engineer (Project)			
Engineer (Design)			
Engineer-In-Training I			
Engineer Technician			
Administrative/Clerical			
Audited Overhead Rate:			
Negotiated Profit Rate:			

PROJECT: PLAYA DRAIN SHARED USE PATH		
HVJ & Associates		
OTHER DIRECT EXPENSES		
Other Direct Expenses	**UNITS**	**RATE**
Lodging/Hotel (Taxes/fees not included) (Current state rate)	night	Current State Rate
Lodging/Hotel Taxes/fees (City/State Tax Rate + Venue tax)	night	
Meals (overnight stay required) (Excluding alcohol)	day	Current State Rate
Rental Car (Tax/fees not included)	day	
Rental Car Taxes/fees (Current State Tax Rate)	day	
Rental Car Fuel (Current rate per gallon)	gallon	
Mileage (Current state rate)	mile	Current State Rate
SUV or ATV Rental (6+ passengers)	day	
Air Travel (Round Trip)	each	
Parking	day	
Taxi/Cab fare	each	
8½"X11" B/W Paper Copies	each	
11"X17" B/W Paper Copies	each	
8½"X11" Color Paper Copies	each	
11"X17" Color Paper Copies	each	
CADD Plotting *(B/W)*	linear foot	
Geotechnical / Materials		
Hot Mix Asphalt Testing Equipment Monthly Rental - Required equipment must meet or exceed applicable TxDOT specifications. Required equipment includes (1 ea) ignition oven, (1 ea) scales, (1 ea) 8" shaker, (1 set) 8" sieves, (1 ea) splitter, (1 ea) hot ovens, (1 ea) vibrating table and bucket, (1 ea) vacuum pump, and (1 ea) Texas Gyratory Press. All component parts, consumables, and required maintenance are considered subsidiary to this item.	month	
HMAC Testing Equipment Mobilizations < 150 Miles	each project	
HMAC Testing Equipment Mobilizations > 150 Miles	per mile	
Mobilization and Demobilization of Non Destructive Deflection Testing (Trips within 100 miles from office to site)	each	
Mobilization and Demobilization of Non Destructive Deflection Testing (Trips over 100 miles from office to site)	mile	
Mobilization of ATV Buggy / Track Drilling Equipment less 100 mile	each	
Mobilization of ATV Buggy / Track Drilling Equipment more than 100 mile	mile	
ATV Surcharge (for rig installed on ATV)	LF	
Stand By of Drilling Equipment	hour	
Mobilization and Demobilization of Drilling Rig (Trips within 100 miles from office to site)	trip	
Mobilization and Demobilization of Drilling Rig (Trips over 100 miles from office to site)	mile	
Mobilization of coring equipment used to drill flexible and rigid pavement (2-man crew minimum, Labor paid separately)(less 100 miles)	trip	
Mobilization of coring equipment used to drill flexible and rigid pavement (2-man crew minimum, Labor paid separately)(over 100 miles)	mile	
Shelby Tubes Transportation Box	per box	
UC - Materials Testing		
Determining Slaking Time	each	
Determining Moisture Content in Soil Materials	each	
Determining Liquid Limits of Soils	each	
Determining Plastic Soil Limits	each	
Calculating the Plasticity Index of Soils	each	
Determining the Bar Linear Shrinkage of Soils	each	
Determining the Specific Gravity of Soils	each	
Particle Size Analysis of Soils	each	
Particle Size Analysis of Soils With hydrometer		
Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve	each	

PROJECT: PLAYA DRAIN SHARED USE PATH		
HVJ & Associates		
OTHER DIRECT EXPENSES		
Other Direct Expenses	**UNITS**	**RATE**
Admixing Lime to Reduce Plasticity Index of Soils	each	
Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials	each	
Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade, Embankment Soils, and Backfill Material	each	
Ball Mill Method for Determining the Disintegration of Flexible Base Material	each	

PROJECT: PLAYA DRAIN SHARED USE PATH		
HVJ & Associates		
OTHER DIRECT EXPENSES		
Other Direct Expenses	**UNITS**	**RATE**
Triaxial Compression for Disturbed Soils and Base Materials	each	
Triaxial Compression Test for Undisturbed Soils	each	
Soil-Cement Testing- Part 1	each	
Soil-Cement Testing- Part 2	each	
Soil-Lime Testing- Part 1	each	
Soil-Lime Testing- Part 2	each	
Soil-Lime Testing - Part 3	each	
Determining the Drainage Factor of Soil Materials	each	
Potential Vertical Rise of Natural Subgrade Soils	each	
Determining Modulus of Sub-grade Reaction (K Value)	each	
Molding, Testing, and Evaluating Asphalt Black Base Materials	each	
Lime Fly-Ash Compressive Strength Test Methods- Part 1	each	
Lime Fly-Ash Compressive Strength Test Methods- Part 2	each	
Determining Soil pH	each	
Measuring the Resistivity of Soil Materials	each	
Consolidated Undrained (CU) Triaxial Compression Test for Undisturbed Soils- Single Stage	set of 3	
Consolidated Undrained (CU) Triaxial Compression Test for Undisturbed Soils- Multiple Change	set of 3	
Texas Cone Penetration	each	
Freezing and Thawing Tests of Compacted Soil-Cement Mixture	each	
Manual Procedure for Description and Identification of Soils	each	
Laboratory Classification of Soils for Engineering Purposes	each	
Determining Sulfate Content in Soils - Colorimetric Method	each	
Conductivity Test for Field Detection of Sulfates in Soil	each	
Determining Chloride and Sulfate Contents in Soils	each	
Asphalt Tests		
Sampling Bituminous Materials, Pre-Molded Joint Fillers, and Joint Sealers	each	
Test Methods for Various Bituminous Materials/Water in Petroleum Products and Bituminous Materials by Distillation	each	
Penetration of Bituminous Materials	each	
Ductility of Asphalt Materials	each	
Flash and Fire Points by Cleveland Open Cup	each	
Softening Point of Bitumen (Ring and Ball Apparatus)	each	
Solubility of Bituminuos Materials	each	
Specific Gravity of Semi-Solid Asphalt Materials	each	
Spot Test of Asphaltic Materials	each	
Effect of Heat and Air on Asphalt Materials (Thin-Film Oven Test)	each	
Flash Point with Tag Open-Cup Apparatus for Use with Material Having a Flash Point Less Than 93ºC (200ºF)	each	
Saybolt Viscosity	each	
Specific Gravity for Cutbacks and Emulsions	each	
Distillation of Cutback Asphalt Products	each	
Float Test for Bituminous Materials	each	
Viscosity of Asphalts by Vacuum Capillary Viscometer	each	
Kinematic Viscosity of Asphalts (Bitumens)	each	
Calculating Viscosity from Penetration	each	
Measurement of Elastic Recovery of Tensile Deformation Using a Ductilometer	each	
Measurement of Polymer Separation on Heating in Modified Asphalt Systems	each	
Rolling Thin Film Oven Test for Asphalt Binders	each	
Determining Breaking Index for Asphalt Emulsions	each	
Resilience Test for Sealants and Repair Materials	each	
Tensile Strain to Failure	each	
Cone Flow Test	each	

PROJECT: PLAYA DRAIN SHARED USE PATH		
HVJ & Associates		
OTHER DIRECT EXPENSES		
Other Direct Expenses	**UNITS**	**RATE**
Flexibility Test for Sealants and Repair Materials	each	

PROJECT: PLAYA DRAIN SHARED USE PATH		
HVJ & Associates		
OTHER DIRECT EXPENSES		
Other Direct Expenses	**UNITS**	**RATE**
Bituminous Tests		
Sieve Analysis of Fine and Coarse Aggregate	each	
Bulk Specific Gravity and Water Absorption of Aggregate	each	
Apparent Specific Gravity of Material Finer thant No. 50 (300 micrometer) Sieve	each	
Sand Equivalent Test	each	
Design of Bituminous Mixtures	each	
Laboratory Method of Mixing Bituminous Mixtures	set of 3	
Compacting Specimens Using the Texas Gyratory Compactor (TGC)	set of 3	
Bulk Specific Gravity of Compacted Bituminous Mixtures	each	
Determining Mat Segregation Using a Density-Testing Gauge	each	
Bulk Specific Gravity of Compacted Bituminous Mixtures using the Vacuum Method	each	
Determining Density of Permeable Friction Course (PFC) and Thin Bonded Wearing Course (TBWC) Mixtures	each	
Test for Stabilometer Value of Bituminous Mixtures	set of 3	
Determining Asphalt Conent of Bituminous Mixtures by Extraction	each	
Recovery of Asphalt from Bituminous Mixtures by the Abson Process	each	
Determining Hydrocarbon-Volatile Content of Bituminous Mixtures	each	
Determining Deleterious Material and Decantation Test for Coarse Aggregates (Bituminous Mixtures)	each	
Determining Flakiness Index	each	
Indirect Tensile Strength Test	set of 4	
Theoretical Maximum Specific Gravity of Bituminous Mixtures	each	

PROJECT: PLAYA DRAIN SHARED USE PATH		
HVJ & Associates		
OTHER DIRECT EXPENSES		
Other Direct Expenses	**UNITS**	**RATE**
Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method	each	
Combined Bituminous Mixture Cold-Belt Sampling and Testing Procedure	each	
Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method	each	
Asphalt Release Agents	each	
Compacting Bituminous Specimens Using the Superpave Gyratory Compactor (SGC)	set of 2	
Hamburg Wheel-Tracking Test	each	
Tack Coat Adhesion	each	
Thermal Profile of Hot Mix Asphalt	each	
Cantabro Loss	each	
Permeability or Water Flow of Hot Mix Asphalt	each	
Overlay Test	set of 3	
Determining Flat and Elongated Particles	each	
Concrete & Aggregate Tests		
Compressive Strength of Cement Mortars	set of 3	
Sieve Analysis of Fine and Coarse Aggregate	each	
Fineness Modulus of Fine Aggregate	each	
Saturated Surface-Dry Specific Gravity and Absorption of Aggregates	each	
Determining Unit Mass (Weight) of Aggregates	each	
Determining the Percent of Solids and Voids in Concrete	each	
Material Finer than 75 micrometer (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	each	
Organic Impurities in Fine Aggregate for Concrete	each	
Free Moisture and Water Absorption in Aggregate for Concrete	each	
Abrasion of Coarse Aggregate Using the Los Angeles Machine	each	
Soundness of Aggregate Using Sodium Sulfate or Magnesium Sulfate	each	
Determining Deleterious Material in Mineral Aggregate	each	
Unit Weight, Yield, and Air Content (Gravimetric) of Concrete	each	
Compressive Strength of Cylindrical Concrete Specimens	each	
Determining Concrete Thickness by Direct Measurement	each	
Obtaining and Testing Drilled Cores of Concrete	each	
Absorption and Dry Bulk Specific Gravity of Lightweight Coarse Aggregate	each	
Measuring Texture Depth by the Sand Patch Method	each	
Test Flow of Grout Mixtures (Flow Cone Method)	each	
Accelerated Polish Test for Coarse Aggregate - Single-Component Aggregate	each	
Capping Cylindrical Concrete Specimens	each	

PRIME: GFT Infrastructure, Inc.

City of El Paso - Capital Improvement Department

Project: AE Services - Playa Drain Shared Use Path Project

Sites southwest

1/9/2025

Project Tasks	Senior Landscape Architect/Project Manager	Landscape Architect/Project Manager	Senior Landscape Designer	Landscape Designer	Project Administrative Support	Total Hours	Total Cost
LABOR RATE PER HOUR	$145.00	$130.00	$110.00	$95.00	$75.00		
L. Landscape and Irrigation Design Plans							
Pre-Design Report / Scope Report							
Project setup	1		6		2		$955.00
Concept Graphics	1		6				$805.00
Coordination Meetings	4		4				$1,020.00
Plant Palette Investigation and Graphics	1		4				$585.00
Coordination for Irrigation utilities	1		6				$805.00
TOTAL - Pre-Design Report	**8**	**0**	**26**	**0**	**2**	**36**	**$4,170.00**
60 % Design Phase							
Landscape Construction Plans	2		20				$2,490.00
Planting Plans	2		20				$2,490.00
Irrigation Plans	2		20				$2,490.00
Notes and Details	1		8				$1,025.00
Cost Projection	1		4				$585.00
Meetings and Coordination	4		4				$1,020.00
Project Management	1		2		2		$515.00
TOTAL - 60 % Design Phase	**13**	**0**	**78**	**0**	**2**	**93**	**$10,615.00**
95 % Design Phase							
Landscape Construction Plans	2		14				$1,830.00
Planting Plans	2		14				1830
Irrigation Plans	2		14				$1,830.00
Notes and Details	1		4				$585.00
Cost Projection	1		3				$475.00
Bi-weekly meetings	4		4				$1,020.00
Project Management	1		2		2		$515.00
TOTAL 90 % Design Phase	**13**	**0**	**55**	**0**	**2**	**70**	**$8,085.00**
100% Design Submittal							
Landscape Construction Plans	2		10				$1,390.00
Planting Plans	2		10				$1,390.00
Irrigation Plans	2		10				$1,390.00
Notes and Details	1		2				$365.00
Cost Projection	1		2				$365.00
Bi-weekly meetings	4		4				$1,020.00
Project Management	1		2		2		$515.00
TOTAL - 100% Design Submittal	**13**	**0**	**40**	**0**	**2**	**55**	**$6,435.00**
Design Phase Subtotal	**39**	**0**	**173**	**0**	**6**	**218**	**$29,305.00**
Bidding Services Phase							
Respond to Prospective Bidders	2		2				$510.00
Attend Pre-Bid Conference							$0.00
Addenda Coordination	2		2				$510.00
TOTAL - Bid Phase	**4**	**0**	**4**	**0**	**0**	**8**	**$1,020.00**
Construction Phase							
Attend Pre-Construction Conference	2		2				$510.00
RFI Response & Coordination	1		4				$585.00
Submittal Review	1		4				$585.00
Irrigator and Landscape Architect Site Visits (4)			2				$220.00
Substantial Completion Insp. & Punch List Report			8				$880.00
Back Check Inspection & Report			3				$330.00
Record (As-Built) Drawing Preparation			2				$220.00
Project Management	1		2		2		$515.00
TOTAL - Construction Phase	**5**	**0**	**27**	**0**	**2**	**34**	**$3,845.00**
TOTAL HOURS	**56**	**0**	**230**	**0**	**10**	**296**	**296**
Mileage							$300.00
GRAND TOTAL	**56**	**0**	**230**	**0**	**10**	**296**	**$ 34,470.00**
LABOR RATE PER HOUR	$145.00	$130.00	$110.00	$95.00	$75.00		
TOTAL LABOR COST	**$ 8,120.00**	**$ -**	**$ 25,300.00**	**$ -**	**$ 750.00**	**$ 34,170.00**	
MANHOURS	18.92%	0.00%	77.70%	0.00%	3.38%	**100.00%**	
COST	23.76%	0.00%	74.04%	0.00%	2.19%	**100.00%**	

City of El Paso - Capital Improvement Department

Sol. No.: #2025-0608R

Project: AE Services - Playa Drain Shared Use Path Project

Sites Southwest

Negotiated rates/ Matrix

Direct Labor			
Labor/Job Classification	**Years of Experience**	**Base Rates**	**Loaded Rates**
Principal Landscape Architect	12-16 Years	$ 200.00	$ -
Senior Landscape Architect	12-16 Years	$ 145.00	$ -
Landscape Architect/Project Manager	5-10 Years	$ 130.00	$ -
Senior Landscape Designer	8 Years	$ 110.00	$ -
Landscape Designer	5-10 Years	$ 95.00	$ -
Project Administrative Support	5-10 Years	$ 75.00	$ -

DL + Overhead	
Profit	
Multiplier	

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the **"2025-0608R Architect and Engineering Services for the Playa Drain Shared Use Path Project"** hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.

2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under this Agreement.

3. The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.

4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with oversight and management of the Project within the allocated budget. The Owner's review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT/CONCEPT PHASE

1. Upon receipt of the Owner's written authorization to proceed with the **Report Phase**, the Consultant shall:

a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.

b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.

c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in

connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.

e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.

2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.

3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

The Consultant shall do the following:

1. Consult with the Owner to determine the Owner's requirements for the Project.

2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior,

Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.

4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.

5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.

7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.

8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.

9. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

PHASE II - PRE-FINAL DESIGN PHASE

The Consultant shall do the following separately:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities.

The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.

2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the **"Drawings,"** to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called **"Specifications."** These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.

3. Advise the Owner of any adjustment to the Consultant's previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant's cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor's method of pricing and that the Consultant's opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.

4. Prepare proposal forms.

5. As per Attachment "D", furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

The Consultant shall do the following:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.

2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility company comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.

3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.

4. As per Attachment "D", furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.

5. As per Attachment "D", furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.

6. Additional copies of the drawings and specifications beyond those identified in Attachment "D", required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

BIDDING PHASE

Upon receipt of Owner's written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.

2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.

3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.

4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment "D", deliver copies of all addenda to the Owner for appropriate action.

5. As identified in Attachment "A", assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all

bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.

6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner's request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.

2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

3. Unless otherwise stipulated in Attachment "A", Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.

4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.

6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.

8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.

9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The **"punch list"** shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.

10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.

11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.

12. Furnish the Owner one set of reproducible **(D format)** "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format.

13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.

14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.

15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.

17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.

18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.

19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.

20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.

21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.

22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.

23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the construction contractor's default under the construction contract due to delinquency or insolvency.

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.

25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT
GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.

2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.

3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.

4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.

5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.

2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.

3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

ATTACHMENT "D"
PAYMENT SCHEDULE

For the project known as **"2025-0608R Architect and Engineering Services for the Playa Drain Shared Use Path Project"** hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **$599,767.96** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Payment to Consultant

Preliminary Design	**$** 186,537.81
60% Design	**$** 176,248.66
90% Design	**$** 106,431.99
100% Design	**$** 65,159.44
Bid-Phase	**$** 7,881.44
Construction-Phase	**$** 57,508.06

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in **Attachment "B"**. The time shown in **Attachment "B"** is an estimate. Should the services rendered during the construction phase exceed the estimated amount, written authorization will be required prior to rendering service. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

The Owner shall make payments upon presentation of the Consultant's detailed Invoice and accompanying Summary and Progress Report and the Owner's written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. ***Tips and alcohol are not reimbursable.***

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1st of each year and ends on August 31st of each year. The Consultant's invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with the Owner's fiscal year.

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the Owner. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

CONCEPT PHASE
The services called for in the Report Phase of this Agreement shall be completed concurrently with the preliminary design phase and **five (5) copies** of the Preliminary Study and Report shall be submitted within **60 consecutive calendar days** following the written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE
The services called for in **Phase I** of this Agreement shall be completed and **ten (10) copies** of any required documents and opinion of probable construction costs shall be submitted within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five (5) copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE
The services called for in **Phase II** of this Agreement shall be completed and **ten (10) copies** the required documents and services shall be submitted within **45 consecutive calendar** days following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE
The services called for in **Phase III** of this Agreement shall be completed and **ten (10) copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **30 consecutive calendar** days following written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall

submit to Owner **Three (3) copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **ten (10) copies** of the final design documents and specifications for bidding to the Owner within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit **one (1) copy** of all addenda to the Owner for appropriate action within **four (4) months.**

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment "C" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within **eighteen (18) months** from the date of substantial completion.

ATTACHMENT "E"
INSURANCE CERTIFICATE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

6/1/2026

DATE (MM/DD/YYYY): 3/10/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Continental Casualty Company	20443
INSURED 1361922	GFT INFRASTRUCTURE, INC. GANNETT FLEMING, INC. AND ALL SUBSIDIARIES 300 STERLING PARKWAY, SUITE 200, MECHANICSBURG, PA 17050	INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 23133665 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ XXXXXXX
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	OTHER:							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	☐ ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	☐ UMBRELLA LIAB ☐ OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	☐ DED ☐ RETENTION $							$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			NOT APPLICABLE			☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ XXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	PROF LIAB	N	N	AEH 591957881	6/1/2025	6/1/2026	$10,000,000 PER CLAIM / AGG	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
AG085733 Solicitation No. 2025-0608R; Architectural and Engineering Services – Playa Drain Shared Use Path Project.

CERTIFICATE HOLDER	CANCELLATION
23133665 CITY OF EL PASO 218 N. CAMPBELL, 2ND FLOOR EL PASO TX 79901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Josh M Agnello

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/10/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gunn-Mowery P.O. Box 900 Camp Hill PA 17001-0900	CONTACT NAME: Stefania Ruiz PHONE (A/C, No, Ext): 717-761-4600 FAX (A/C, No): 717-761-6159 E-MAIL ADDRESS: sruiz@gunnmowery.com
INSURED 6895 GFT Infrastructure, Inc 300 Sterling Parkway Suite 200 Mechanicsburg, PA 17050	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : PA Manufacturers Indemnity Co. — 41424 INSURER B : PA Manufacturers' Assoc Ins Co. — 12262 INSURER C : Manufacturers Alliance Ins. Co. — 36897 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1144116266 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT LOC OTHER:	Y	Y	3026012907384A 3026012907384B	2/1/2026 2/1/2026	2/1/2027 2/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	1526012907384	2/1/2026	2/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
A B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	2026012907384A 2026012907384B 2026012907384C	2/1/2026 2/1/2026 2/1/2026	2/1/2027 2/1/2027 2/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Additional Insured applies per written contract.

AG085733 Solicitation No. 2025-0608R; Architectural and Engineering Services – Playa Drain Shared Use Path Project. The following are covered as Additional Insureds for General Liability and Automobile Liability policies as per written contract: City of El Paso.

CERTIFICATE HOLDER

CITY OF EL PASO
218 NORTH CAMPBELL STREET, 2ND FLOOR
EL PASO TX 79901

CANCELLATION 90

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jennie E. Barton

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DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

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

Definitions:

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

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

Contributor / Donor Information:

Full Name	Chad G. Gartner
Business Name	GFT Infrastructure, Inc.
Agenda Item Type	
Relevant Department	Capital Improvements

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

☑ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

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

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____ Date: 10/21/2025

File #: 26-0401, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 2
Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065
Capital Improvement Department, Yvette Hernandez, (915) 212-0065

AGENDA LANGUAGE:

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

A Resolution that the City Manager, or designee, be authorized to sign an Agreement for Professional Services by and between the City of El Paso, and WSP USA Inc. a New York, USA, Foreign For-Profit Corporation, for a project known as "2026-0188R Geotechnical and Material Testing Services for the El Paso International Airport Advanced Manufacturing District Phase 1" for an amount not to exceed $207,170.00.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Capital Improvement Department

AGENDA DATE: 4/1/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Joaquin Rodriguez, CID Grant Fu **PHONE NUMBER:** 915-212-0065

2nd CONTACT PERSON NAME: Yvette Hernandez, City Engineer **PHONE NUMBER:** 915-212-0065

DISTRICT(S) AFFECTED: 2

AGENDA ITEM:

A resolution that the City Manager, or designee, be authorized to sign an Agreement for Professional Services by and between the City Of El Paso, and WSP USA Inc. New York, USA, Foreign For-Profit Corporation Authorized to Transact Business in Texas, for a project known as "2026-0188R Geotechnical and Material Testing Services for the El Paso International Airport Advanced Manufacturing District Phase 1" for an amount not to exceed $207,170.00.

ISSUE STATEMENT:

City Council is asked to approve the award of a professional services contract to for the El Paso International Airport Advanced Manufacturing District Phase 1 Project to obtain Geotechnical Engineering and Material testing services.

BACKGROUND:

The project will be in a 250-acre parcel of land in the vicinity of the airport and is to be developed in different phases. The expected time frame for the full development of the site is approximately 15 years, eventually growing to a 20 to 25 building campus.

The Phase 1 of the Advanced Manufacturing District corresponds to approximately 30 acres and it consists of one 50,000 sq. ft. Innovation Factory, denominated Building A, and a multi-tenant 100,000 sq. ft. building B, and one site guardhouse, with their required utilities and roadways.

COUNCIL OPTIONS:

1. Approve the award as presented
2. Decline approval and direct staff to return with alternative options.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by a City Council committee.

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

N/A

RELATED CITY POLICIES:

N/A

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

$207,170.00 - Department of Commerce Build Back Better Regional Challenge Grant and Airport Enterprise Funds

This project is fully budgeted.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NO

NAME	AMOUNT ($)
N/A	

ATTACHMENTS:

Evaluation Summary

FOR MORE INFORMATION:

Elsa Rodriguez 915-212-0065 aeselections@elpasotexas.gov

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

SIGNATURE: _____

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

RESOLUTION

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

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

APPROVED THIS _____ DAY OF _____ 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura Prine
City Clerk

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

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

CITY OF EL PASO
CAPITAL IMPROVEMENT DEPARTMENT
218 N. CAMPBELL, 2ND FLOOR
EL PASO, TEXAS 79901

EVALUATION COMMITTEE SCORESHEET SUMMARY

SOLICITATION #2026-0188R
GEOTECH & MATERIAL TESTING SERVICES FOR THE EPIA AMD PH 1 PROJECT

CONSULTANT	ATLAS	HJV	PSI	LOI	WSP
Rater 1	49	74	71	75	73
Rater 2	61	69	74	70	78
Rater 3	67	72	76	74	80
Rater 4	71	56	46	61	67
Total Rater Scores	**248**	**271**	**267**	**280**	**298**
References	10.0	0.0	6.6	6.3	10.0
Overall Score:	**258.0**	**271.0**	**273.6**	**286.3**	**308.0**
	5	4	3	2	1

Rankings	Consultant
1	WSP
2	LOI
3	PSI

Rankings	Consultant
4	HJV
5	ATLAS

THE STATE OF TEXAS)
) **AN AGREEMENT FOR**
COUNTY OF EL PASO) **PROFESSIONAL SERVICES**

This Agreement is made this _____ day of _____, 2026, by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the **"Owner"**, and WSP USA Inc. a New York, USA, Foreign For-Profit Corporation authorized to transact business in Texas, hereinafter referred to as the **"Consultant"**.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as **"2026-0188R GEOTECHNICAL AND MATERIAL TESTING SERVICES FOR THE EL PASO INTERNATIONAL AIRPORT ADVANCED MANUFACTURING DISTRICT PHASE 1",** hereinafter referred to as the **"Project"**, as further described in **Attachment "A"**; and

WHEREAS, Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner's selection procedure, in accordance with all applicable state and local laws and ordinances.

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

ARTICLE I.
ATTACHMENTS

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

Attachment "A"	Scope of Services and Budget
Attachment "B"	Consultant's Fee Proposal and Hourly Rates
Attachment "C"	Intentionally Deleted
Attachment "D"	Payment and Deliverable Schedules
Attachment "E"	Insurance Certificate
Attachment "F"	Federal Aviation Administration (FAA) Contract Provisions

ARTICLE II.
PROJECT

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform the services identified in this Agreement for the Project. The Project shall consist of the Consultant's completion of the Scope of Services as further described in **Attachment "A"**. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment "D"**.

2.2 The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

2.3 The Consultant shall serve as the Owner's professional representative for the construction of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each Project's the construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working day time period.

ARTICLE III.
CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **$207,170.00** for all basic services and reimbursables performed pursuant to this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **$50,000.00,** if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services in an amount not to exceed **$50,000.00,** if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional

Services at the rates which is attached hereto as **Attachment "B".** Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "A".**

3.3 CONSULTANT'S INVOICES. The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days (90) of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of the Project. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 INTENTIONALLY DELETED.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV.
PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "A"** and the Notice to Proceed.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction

has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days'** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE. The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

4.3.4 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further,

the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V.
INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment "E"**. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

> "The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

a) **Commercial General Liability**
$1,000,000.00 Per Occurrence
$1,000,000.00 Products/Completed Operations
$1,000,000.00 Personal and Advertising Injury

b) **AUTOMOBILE LIABILITY**
Combined Single Limit
$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of $1,000,00.00 on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Agreement.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND OWNER, AND OWNER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY'S INDEPENDENT PROJECT MANAGERS.

To the extent allowed by state law, the Owner will be responsible for its own actions.

ARTICLE VI.
FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project shall apply, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written

confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(1) **Compliance with Regulations**: Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination**: Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports**: Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such

Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance**: In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
   a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
   b. Cancellation, termination or suspension of the contract in whole or in part.

(6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII.
GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant.

7.2 INTENTIONALLY DELETED.

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants,

and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner has the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects, other than the construction of the Project, shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Consultant's office hours) and places upon reasonable notice.

7.6 CONTRACTING INFORMATION

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related

to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

7.7 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.8 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.9 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.10 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.11 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.12 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
With a Copy to:	The City of El Paso Attn: City Engineer P. O. Box 1890 El Paso, Texas 79950-1890
To the Consultant:	WSP USA Environment & Infrastructure Inc. Attn: David A. Varela 125 Montoya Road El Paso, Texas 79932

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.13 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.14 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

7.15 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

_____
Dionne Mack
City Manager

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

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

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

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

_____
Notary Public, State of Texas

My commission expires:

_____

CONSULTANT:
WSP USA Inc.

By: _____ PE
Name: David Varela, PE
Title: Vice President Local Business Leader

ACKNOWLEDGEMENT

THE STATE OF Texas §
§
COUNTY OF El Paso §

This instrument was acknowledged before me on this 16th day of March, 2026, by David Varela, VP, Local Business Leader, on behalf of Consultant.

_____
Notary Public, State of Texas

My commission expires:

April 22, 2027

YVONNE AYALA
Notary ID #131983674
My Commission Expires
April 22, 2027

ATTACHMENT "A"
SCOPE OF SERVICES

WSP USA Inc.
125 Montoya Road
El Paso Texas, USA
T: 915-585-2472

February 16, 2026
WSP Proposal No: 26-01-22E
Revision 1

Capital Improvement Department
218 N. Campbell – 2nd Floor
El Paso, Texas 79901

Attn: Ms. Zuhey Monge

RE: Materials Testing Services
Advanced Manufacturing District- Phase 1
El Paso, Texas

Dear Ms. Monge:

WSP USA Inc. (WSP) is pleased to present this proposal to provide Materials Testing Services for the City of El Paso for the above-referenced project. This proposal was developed based on information obtained from the 60 percent design plans and specifications and incorporates several assumptions on the level of effort needed to support this project.

1.0 SCOPE OF SERVICES

It is our understanding that the project will consist of the construction of a new warehouse structure along George Perry Boulevard in east El Paso, Texas. Building A will consist of an approximately 50,000 square foot building constructed with concrete tilt-up walls, concrete slab on grade with steel columns supporting metal deck roof. The project will consist of utility infrastructure, interior access roadways, concrete paved truck court and asphalt paved general parking areas along with stormwater control systems.

We understand that the area for Building B will be rough graded in anticipation of future development. The project duration is about 380 calendar days. Based on our review of the project plans, the following services are anticipated:

Earthwork Observation and Testing
This will include the following:

- Observation and testing of subgrade and base course materials, including compaction testing and moisture content.
- Observation and testing of cement treated aggregate base course.
- Laboratory testing for maximum density, optimum moisture content, and soil classification.

Concrete Testing
Our services will include the following:

- Testing of concrete for slump, temperature, air content, and casting of cylinders for compressive strength.

Asphalt Paving Observation and Testing
This will include the following:

- Sampling and laboratory testing of delivered asphalt material. Laboratory testing will include asphalt content, gradation, maximum theoretical specific gravity, and Marshall properties.

Structural Steel Inspection
This will include the following:

- Periodic inspection of field welds and bolts.
- Verification of welder certifications.

The safety of our employees is of paramount concern to WSP. You will be notified if the location of your project represents a potential safety concern to our employees. WSP personnel will not direct, lay out, or supervise the construction operations for the project, nor will we alter or change the project plans, specifications, or reports.

2.0 PROJECT SCOPE & FEES

Specified services will be performed on **a time and materials basis** based on our negotiated rate schedule with the City of El Paso. We have included our proposed units and estimated quantities presented in the **attached Table.** All testing will be performed on a call-out basis at the request of the City of El Paso's designated representative. Should our estimated quantities vary from actual quantities required, WSP will bill at standard unit rates.

Our estimated testing budget excludes failed tests, standby time, cancellations, and overtime. These will be billed to the City, in addition to our estimated budget, at our attached rates. As requested, WSP will track failed tests, standby time, and cancellations for reporting to the City. WSP will only work overtime when requested by the contractor and approved in writing by the City. We understand that the City will pay WSP for failed tests, standby time, cancellations, and approved overtime, and that the City will require payment from the contractor. All overtime hours worked (more than 10 hours per day or work on Sunday or Holidays) are subject to an increase of the listed hourly rates of 25%.

3.0 SCHEDULING

We request that our office be contacted (915-585-2472) at least 24 hours prior to the time our quality control services are needed to allow for scheduling. If additional services are requested, which were not presented, they will be charged at our current fee schedule rate. **Prior to the start of our services, we will require one (1) set of the approved project specifications.**

4.0 AUTHORIZATION

We appreciate the opportunity of submitting this proposal and are available to discuss the details of this proposal with you. To authorize us to proceed with the proposed services, please provide us with a valid

purchase order. If there are any questions regarding the proposed scope of work, or if you require modifications to this proposal, please contact us at (915) 585-2472.

Respectfully submitted,

WSP USA Inc.
Texas Registered Engineering Firm F-2263
Texas Registered Geoscience Firm F50561



David A. Varela, P.E.
Vice President

Reviewed by:



Brian Wells, P.E.
Director, Civil Ground Water Engineering

ATTACHMENT "B"
CONSULTANT'S FEE PROPOSAL AND HOURLY RATES

# of Units	Unit Rate	Unit	Description	Total
Soil Inspection and Testing				
550	$75.00	Hour	Engineering Technician	$41,250.00
25	$90.00	Hour	Sr. Engineering Techician (as needed)	$2,250.00
25	$220.00	Hour	Geotechnical Engineer (as needed)	$5,500.00
60	$70.00	Hour	Clerical Support	$4,200.00
15	$290.00	Each	Subgrade Proctor	$4,350.00
0	$320.00	Each	Cement Treated Proctor	$0.00
15	$90.00	Each	Sieve Analysis	$1,350.00
15	$90.00	Each	Plasticity Index	$1,350.00
0	$50.00	Each	Density tests	Included in hourly rate
170	$70.00	Day	Vehicle Use	$11,900.00
			Subtotal	**$72,150.00**
Concrete testing				
540	$75.00	Hour	Engineering Technician	$40,500.00
180	$300.00	set	Concrete Cylinders (5 Cylinders/set)	$54,000.00
0	$35.00	Each	Additional cylinders	$0.00
0	$800.00	Each	Floor Flatness	$0.00
0	$80.00	Each	Concrete Cores	$0.00
90	$70.00	Day	Vehicle use	$6,300.00
			Subtotal	**$100,800.00**
Asphalt testing				
100	$90.00	Hour	Sr. Engineering Technician (rolling pattern)	$9,000.00
10	$135.00	Each	Asphalt Sampling	$1,350.00
10	$215.00	Each	Marshall Series	$2,150.00
10	$215.00	Each	Extraction and gradation	$2,150.00
10	$115.00	Each	Theoretical gravity (Rice method)	$1,150.00
0	$80.00	Each	Asphalt Core- thickness and density tests	$0.00
4	$290.00	Each	Base Course Proctor	$1,160.00
4	$90.00	Each	Sieve Analysis	$360.00
4	$90.00	Each	Plasticity Index	$360.00
0	$50.00	Each	Density tests	Included in hourly rate
0	$200.00	Day	Coring Machine and Generator	$0.00
12	$70.00	Day	Vehicle Use	$840.00
			Subtotal	**$18,520.00**
Structural Steel				
100	$150.00	Hour	Certified Welding Inspector	$15,000.00
10	$ 70.00	Day	Vehicle Use	$700.00
			Subtotal	**$15,700.00**
			Estimated Total	**$207,170.00**
WSP will only bill for services/testing completed for the project.				
			Staffing Breakdown	
Personnel			**Category**	**Hourly Rate**
Jonathan Ramos			Engineering Technician	$75.00
Hiram Loya			Engineering Technician	$75.00

Ricardo Coronado	Engineering Technician	$75.00
Victor Levario	Engineering Technician	$75.00
Aaron Galan	Engineering Technician	$75.00
David Valles	Sr. Engineering Technician	$90.00
Carlos Vela	Sr. Engineering Technician	$90.00
Adrian Sanchez	Sr. Engineering Technician	$90.00
Christopher Walsh	Sr. Engineering Technician	$90.00
Jesus Caro	Certified Welding Inspector	$150.00
Fabian Rosas	Senior Consultant, Engineer	$180.00
Daniel Tarin	Senior Consultant, Engineer	$180.00
Sergio Flores, PE	Geotechnical Engineer	$220.00
David Varela, PE	Geotechnical Engineer	$220.00
Julia Smith, PE	Geotechnical Engineer	$220.00
Ananth Bukkapatnam, PE	Geotechnical Engineer	$220.00
Brian Wells, PE	Project Director	$285.00
Yvonne Ayala	Clerical/Admin	$70.00

ATTACHMENT "C"
INTENTIONALLY DELETED

ATTACHMENT "D"
PAYMENT SCHEDULE

For the project known as **"2026-0188R GEOTECHNICAL AND MATERIAL TESTING SERVICES FOR THE EL PASO INTERNATIONAL AIRPORT ADVANCED MANUFACTURING DISTRICT PHASE 1"**, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **$207,170.00** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT TO CONSULTANT

The compensation for each task is described in Attachment "A". The Consultant shall bill the Owner on a monthly basis through written invoices. The Owner shall make payments upon presentation of the Consultant's detailed invoice and accompanying summary and progress report and owner's written approval.

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in **Attachment "B"**. The time shown in **Attachment "B"** is an estimate. Should the services rendered during the construction phase exceed the estimated amount, written authorization will be required prior to rendering service. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

The Owner shall make payments upon presentation of the Consultant's detailed Invoice and accompanying Summary and Progress Report and the Owner's written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. ***Tips and alcohol are not reimbursable.***

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1st of each year and ends on August 31st of each year. The Consultant's invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with the Owner's fiscal year.

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the Owner. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges

are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "A"** and the Notice to Proceed.

ATTACHMENT "E"
INSURANCE CERTIFICATE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/5/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 300 Madison Avenue 28th Floor New York NY 10017	CONTACT NAME: AJG Service Team PHONE (A/C, No, Ext): 212-994-7020 FAX (A/C, No): E-MAIL ADDRESS: GGB.WSPUS.CertRequests@ajg.com
INSURED WSPGLOB-01 WSP USA Inc. f/k/a WSP USA Environment & Infrastructure Inc. One Penn Plaza New York NY 10119	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Liberty Insurance Corporation 42404 INSURER B : Zurich American Insurance Company 16535 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 560931030 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		GLO9835819-12	5/1/2025	5/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 3,500,000 $ 3,500,000 $ 10,000 $ 3,500,000 $ 14,000,000 $ 7,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		AS7-621-094060-035	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA7-62D-094060-015 WA7-62D-095609-075 WC7-621-094060-915	5/1/2025 5/1/2025 5/1/2025	5/1/2026 5/1/2026 5/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIRTY (30) DAYS NOTICE OF CANCELLATION.
Project Description: Geotechnical and Materials testing services for EPIAD AMD Phase 1 Project

The Owner is included as Additional Insured with respect to the General Liability and Automobile Liability policies as required by written agreement, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER

Capital Improvement Department, City of El Paso City 2
218 N. Campbell, 2nd Floor
El Paso TX 79901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/5/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
300 Madison Ave 28th Floor
New York NY 10017

CONTACT NAME: AJG Service Team
PHONE (A/C, No, Ext): 212-994-7020 **FAX (A/C, No):**
E-MAIL ADDRESS: ggb.wspus.certrequests@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : QBE Specialty Insurance Company	11515
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED WSPGLOB-01
WSP USA Inc.
f/k/a WSP USA Environment & Infrastructure Inc.
1075 Big Shanty Rd. Suite 100
Kennesaw GA 30144

COVERAGES **CERTIFICATE NUMBER:** 1944557153 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability CLAIMS-MADE			QPL0022630	11/1/2025	10/31/2026	Per Claim Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIRTY (30) DAYS NOTICE OF CANCELLATION.
Project Description: Geotechnical and Materials testing services for EPIAD AMD Phase 1 Project

CERTIFICATE HOLDER

Capital Improvement Department, City of El Paso City 2
218 N. Campbell, 2nd Floor
El Paso TX 79901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ATTACHMENT "F"
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

ATTACHMENT "F"

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment "F", the term "Contractor" shall refer to the "Consultant", and the term "Airport Sponsor" shall refer to the "City".

If there are any conflicts between the terms and conditions of Attachment "F" and Article VI of the Agreement, the terms and conditions of Attachment "F" will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;

2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;

3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and

4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,

2. Terminate the contract,

3. Seek suspension/debarment, or

4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at $100,000.)**

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)**

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

*****

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

a. Only installing steel and manufactured products produced in the United States; or

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic products

3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.

5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product
b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a. Only installing steel and manufactured products produced in the United States, or;

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic product

3. To furnish US domestic product for any waiver request that the FAA rejects

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product
b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

4. GENERAL CIVIL RIGHTS PROVISIONS (all contracts)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities,** as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the contractor under the contract until the contractor complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. <u>CLEAN AIR AND WATER POLLUTION CONTROL</u> (all contracts that exceed $100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

7. <u>CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS</u> (all contracts that exceed $100,000)

1. Overtime Requirements.

   No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

   In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR) (all contracts that exceed $25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. DISADVANTAGED BUSINESS ENTERPRISES (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. <u>FEDERAL FAIR LABOR STANDARDS ACT</u> (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	**Federal Agency with Enforcement Responsibilities**
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. <u>LOBBYING AND INFLUENCING FEDERAL EMPLOYEES</u> (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed $10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. <u>TRADE RESTRICTION CLAUSE</u> (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. <u>TEXTING WHEN DRIVING</u> (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

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

Definitions:

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

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

Contributor / Donor Information:

Full Name	David Varela
Business Name	WSP
Agenda Item Type	Professional Services
Relevant Department	Capital Improvement

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

☑ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

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

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor	NA	
District 1	NA	
District 2	NA	
District 3	NA	
District 4	NA	
District 5	NA	
District 6	NA	
District 7	NA	
District 8	NA	

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: Varela, David (USDV719809) Digitally signed by Varela, David (USDV719809) DN: cn=Varela, David (USDV719809), ou=WSPObjects, email=david.varela@wsp.com Date: 2026.02.02 14:17:54 -07'00' Date: Feb 2, 2026

File #: 26-0409, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Taylor Moreno to the Bond Overview Advisory Committee, by Representative Deanna Maldonado-Rocha, District 3.

Board Appointment Form

City Clerk's Office

Appointing Office	Deanna Maldonado-Rocha, District 3
Agenda Placement	Consent
Date of Council Meeting	04/01/26
Name of Board	Bond Overview Advisory Committee

Agenda Posting Language

Re-Appointment of Taylor Moreno to the Bond Overview Advisory Committee by Representative Deanna Maldonado-Rocha, District 3.

Appointment Type	Regular

Member Qualifications

Organizational executive finance experience.

Nominee Name	Taylor Moreno
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[redacted]
Residing District	District 1
City Employed Relatives	N/A

Board Membership

BOAC

Real estate owned in El Paso County

[redacted]

Previous Appointee	Taylor Moreno
Reason for Vacancy	Term Expired
Date of Appointment	04/01/26
Term Begins On	04/01/26
Term Expires On	08/31/28
Term	First Term

Taylor L. Moreno

[redacted]

EXPERIENCE

Philanthropy and Engagement Consultant
Habitat for Humanity El Paso — February 2025-present

- Lead fundraising efforts to secure financial support through individual giving, corporate sponsorships, and grant funding, ensuring the expansion of Habitat's existing services for families in need.
- Spearhead strategic initiatives to elevate Habitat for Humanity El Paso's visibility, fostering partnerships and mobilizing community support for affordable housing and critical home repair programs.

Director of Development
El Paso Children's Hospital Foundation
University Medical Center of El Paso Foundation — September 2019-January 2025

- Cultivated and secured individual philanthropic support for El Paso Children's Hospital (EPCH) and University Medical Center of El Paso (UMC), leading to over $12 million in major gifts and grants. Developed and deepened relationships with individual donors, patient families, and community partners to align their philanthropic goals with critical pediatric and trauma service needs, ensuring sustainable funding for programmatic and operational advancements.
- Designed and implemented the 110th anniversary campaign for UMC, resulting in a significant increase in philanthropic support, raising $1 million in a single fiscal year. Successfully engaged individual donors by leveraging storytelling and milestone celebrations to inspire giving, strengthening the foundation's long-term donor pipeline.
- Developed and implemented a successful employee giving campaign resulting in annual contributions while increasing employee participation and engagement with the Foundations.
- Successfully executed signature events for both Foundations resulting in record-breaking attendance and revenue, exceeding previous years' results, specifically a 1000% increase for the University Medical Center of El Paso Foundation
- Planned and coordinated corporate and community partner recognition events for EPCH and the Foundation while working closely with City, County and State elected officials to ensure attendance and knowledge of impact of donated funds.
- Presented past, current and future initiatives to the University Medical Center Foundation and El Paso Children's Hospital Foundation Board of Directors.
- Served as point compliance with legal counsel for major gifts and other related key documentation relating to successful grant awards.
- Responsible for the application and drafting of new grants for the Foundation while working alongside hospital leadership to ensure policy compliance and successful administrative processing and documentation.

- Planned and coordinated large scaled fundraising events for the Foundation while working closely with corporate and nonprofit partners to ensure their support and participation resulting in year over year increase in revenue.
- Transitioning new Foundation leadership into processes, policies, and programs associated with University Medical Center and El Paso Children's Hospital Foundations.

Program Director
El Paso Children's Hospital July 2017-September 2019

- Responsible for over $5.4 million in donations to the El Paso Children's Hospital Foundation to include naming rights of the Southwest University Pediatric Blood and Cancer Center, The Laura and Pat Gordon Family Neonatal Intensive Care Unit, the Westover Paul Harvey Children's Bistro and the Zachary Bowling Pediatric Outpatient Diabetes Education Services Program.
- Accountable for recruiting new donors and re-engaging former donors who had not given since the opening of the hospital in 2012. Efforts include hospital tours, patient engagement experiences, and community and personal donor engagement meetings.
- Responsible for the creation of the Giving Heart Ambassadors Fund annual campaign designed to target and engage young donors with hospital and physician leadership.
- Successful in research and submission of grant proposals and grant reporting to local and national foundations to include but not limited to fund capital equipment needs, hospital programming and feasibility study for the establishment of a human donor milk bank.
- Collaborate with hospital senior leadership to establish a strategic plan for service line growth while incorporating fund development requirements to ensure execution of all aspects of the plan.
- Oversaw the development of fundraising strategies, fundraising plan and donor relationships, including donor recognition and stewardship.
- Oversight of gift agreement negotiations with donors and final execution of the agreements.

Chief of Staff
Office of the Mayor, City of El Paso July 2013-June 2017

- Served as official liaison with other members of El Paso City Council, the County of El Paso Commissioners Court, the State delegation and Federal elected officials with directing and oversight of government affairs.
- Responsible for the management of City lobbyists and stewardship of City policy initiatives. · Developed and implemented policy agenda which served as guiding document for advocacy efforts on behalf of the City of El Paso.
- Served as the Mayor's key advisor and responsible for the management and implementation of Mayoral priorities tied to the City's adopted Strategic Plan and develop and manage the Mayor's key initiatives.
- Responsible for the creation, implementation, direction and funding of the *El Paso. Open for Business* campaign to include national marketing tours by El Paso and Ciudad Juarez's top elected officials and business leaders, local cluster-based industry roundtables.

- Developed and executed key outreach strategy to increase exposure of the El Paso market to national site selection consultants responsible for Fortune 500 relocation decisions. Successfully raised over $275,000 annually in private contributions to ensure the success of the effort.
- Participated in job creation efforts with the Office of Economic Development and the Borderplex Alliance through industry recruitment and retention efforts, resulting in more than 8,100 jobs retained and created and more than $500 million in private investment.
- Accountable for the Mayor's communication strategy, to include speeches, talking points, press releases, editorials, and formal correspondence.
- Served as chief liaison for the Mayor's Office with major corporate leadership. · Managed and oversaw of staff, budget and operating plans for the Office of the Mayor and oversee diverse project teams from multiple organizations and agencies.

Executive Director
AVANCE-El Paso, Inc. January 2011 – July 2013
Interim Executive Director October 2010 – January 2011
Assistant Executive Director February 2010 – October 2010

- Responsible for all AVANCE-El Paso activities, to include management of approximately $3,000,000 annual budget, operations, 112 staff, and AmeriCorps members, grant writing, program evaluation, and fundraising activities.
- Raised over $7.5 million in grants, corporate and private donations during tenure with AVANCE while ensuring timely reporting to funders.
- Implemented a new fundraising plan to increase program visibility and giving amongst new and existing private donors. Planned and executed major fundraising events as well as smaller, targeted events to increase awareness and diversify funding.
- Grew annual operating budget by 50 percent—from $2.0 million in 2009-2010 to $3.0 million for the 2013-2014 program year. Ensured all reporting requirements were met for more than 25 federal, state and foundation grants.
- Maintained existing revenue streams, developed new funding sources, and cultivated new donors.
- Grew AVANCE locations from 17 (2010-2011) to 22 sites (2013-2014) and increased the number of AmeriCorps members from 45 to 74 serving El Paso, Austin, Dallas, and Waco chapters.
- Developed first AVANCE-El Paso strategic plan in conjunction with the Board of Directors that focused on expansion of early childhood development literacy programs, healthy families through parent-child education, and funding diversification.
- Worked collaboratively with Board of Directors, ensuring effective and timely communication with all twelve members. Established subcommittees in key focus areas to include fundraising and events, financial and audit oversight, and policy goals with the executive committee.
- Directed and supported staff in program planning, implementation, and evaluation.
- Developed and applied performance objectives and measures that resulted in productivity increases and accountability for all program staff.

Intergovernmental Affairs Coordinator

City of El Paso November 2008 – February 2010

- Advised Mayor and City Council on funding requests and submitted legislative appropriations applications that resulted in more than $4.25 million for City projects during one year of Federal appropriations.
- Developed and implemented plan and strategies to achieve City's goals with federal, state, and municipal legislative bodies.
- Analyzed, researched, and interpreted pending and proposed legislation, assessed impacts, and prepared recommendations to adopt effective courses of action.
- Reviewed federal and state grant announcements, assessed eligibility, and assisted in the application process.
- Managed and oversaw lobbying efforts at the state and federal levels. Responsible for contract compliance.

Senior Legislative Assistant
Office of Congressman Silvestre Reyes (TX-16), Washington, DC
Chairman, House Permanent Select Committee on Intelligence March 2008 – Nov. 2008

- Worked extensively with healthcare leaders with the US-Mexico Border Health Commission, Texas Medical Association and El Paso County Medical Society.
- Responsible for healthcare, immigration, homeland security, and US-MX border policy analysis. · Worked closely with key government and private sector stakeholders to develop strategies to address issues of concern in the El Paso community.
- Drafted legislative proposals in response to concerns raised by the El Paso constituency, follow up measures with Committees of Jurisdiction.
- Coordinated appropriations requests, drafting and submitting materials to the House Appropriations Committee, and working with Committee staff in support of these requests.

Legislative Assistant December 2006 – March 2008
Legislative Aide/Special Projects Coordinator December 2004 – December 2006
Staff Assistant July 2004 – December 2004

- Responsible for managing healthcare, homeland security, immigration, judiciary, labor, transportation, and US-MX border legislative policy.
- Assisted with preparing public relations messages to be used for media while also using materials for purposes of outreach to the constituency.
- Responsible for the execution and direction annual national conferences featuring US Secretary of Homeland Security, US Secretary of Health and Human Services, Director of the Central Intelligence Agency, US Ambassador to Mexico, and the Mexican Ambassador to the US.
- Drafted opinion essays, speeches, floor statements, Congressional testimony, and memoranda.

National Fundraiser
Reyes Committee, Inc. and BEST PAC October 2006 – November 2008

- Responsible for tripling annual fundraising efforts resulting in an approximate $2.5 million for re election efforts.
- Established and implemented a fundraising to create a robust campaign war chest, enabling select committee appointments, expanded marketing, increased national exposure, and participation in policy discussions on international security.
- Settled a debt of $300,000 to the Democratic Congressional Campaign Committee, allowing for the Congressman's appointment as Chairman to the House Permanent Select Committee on Intelligence after the Democratic Party regained a majority in the House.
- Planned and executed monthly fundraisers in the Washington, DC metro area featuring donors in key focus areas including but not limited to healthcare, education, and defense.

EDUCATION

UTHealth Houston School of Public Health, El Paso, TX September 2022-May 2024
Masters of Public Health, Healthcare Management

University of Arizona, Tucson, AZ May 2004
Bachelor of Science in Chemistry
Academic Honors: President and Member of Phi Eta Sigma National Honor Society, Dean's List

CONTINUING EDUCATION:

Association of Healthcare Philanthropy Madison Institute July 2019, 2022, 2023, 2024
Harvard University, John F. Kennedy School of Government,
Project on Municipal Innovation July 2013-June 2017
Paso del Norte Health Foundation REALIZE Leadership Training 2011-2012
University of Texas Austin, Institute for Public School Initiatives July 2012

AWARDS AND PRESENTATIONS

- New York Life's Love Takes Action Award Recipient (1 of 35 nationwide), November 2020
- Speaker, Grantmakers for Children, Youth and Families 2012 Annual Conference (October 2012)
- Semifinalist, 2012 National American Express NGen Leadership Award (2012)
- Guest Lecturer, The University of Texas at El Paso (October 2011, March 2012)
- Testified before the Texas Senate Committee on Health & Human Services regarding Department of Family and Protective Services regulations, Austin, TX (May 2011)
- Testified before the Texas House Committee on Human Services regarding Department of Family and Protective Services regulations, Austin, TX (April 2011)
- Presenter, National Center on Family Literacy, Louisville, KY (April 2011)
- Panelist, National Immigration Integration Conference, Boston, MA (September 2010)
  Service and Dedication Award, Border Health Caucus (2009)

PROFESSIONAL AND COMMUNITY AFFILIATIONS

- War Eagle Museum Board of Directors (April 2024-present)
- El Paso History Museum Foundation Board of Directors (October 2022-present)
- Progress321 Board of Directors (April 2022-present)
- Aspen Institute Fellow (November 2020-present)
- Boys and Girls Club Foundation Board of Directors (February 2019-present) · U.S. Global Leadership Coalition, Advisory Board (November 2015- present)
- The Executive Forum (October 2011- February 2023)
    - *Advisory Board (May 2012-May 2013, May 2014-July 2015), VP Programs (July 2015-June 2016)*
- IDEA Public Schools El Paso Regional Board of Directors (April 2020-June 2022)
- Latino Victory Project National Advisory Board (June 2015-November 2020)
- Border Trade Alliance (Vice Chair January 2016-June 2017, Member November 2013-June 2018)
- The Hospitals of Providence East Campus Governing Board (March 2014-July 2018)
- USO Advisory Council (March 2014-June 2015)
- Braden Aboud Foundation Board of Directors (January 2011-December 2015)
    - *Chair, Volunteer Recruitment (September 2010-December 2014)*
- El Paso Collaborative Housing Development Corporation, Treasurer (September 2011-October 2014)
- City of El Paso Fair Housing Task Force, Chairman (April 2011-July 2013)
- Paso del Norte Group (October 2011-January 2013)
    - *Member, Education Committee & Member, Arts & Culture Committee*
- Association of Fundraising Professionals (2010 – August 2011)
    - *Chair, Public Relations (2011)*
- The Women's Fund of El Paso Board of Directors (February 2010 – January 2013)
    - *The Power of the Purse 2012 Co-Chair & The Power of the Purse 2010 Committee Co-Chair*
- El Paso Symphony Orchestra CATS Committee (2010-2013)
- Junior League of El Paso (2009-2012)
- Greater El Paso Chamber of Commerce (2004-July 2013)
    - *Chairman, El Paso Days in Austin Legislative Trip (2012), Member, Healthcare Council (2004-2008), Member, Government Relations Division Executive Committee (2010-2013) & Member, Education & Workforce Committee (2011-2013)*

File #: 26-0418, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Alfredo Borrego to the City Plan Commission by Representative Josh Acevedo, District 2.

Board Appointment Form

City Clerk's Office

Appointing Office	Josh Acevedo, District 2
Agenda Placement	Consent
Date of Council Meeting	04/01/26
Name of Board	City Plan Commission

Agenda Posting Language

Alfredo Borrego to the City Plan Commission by Representative Josh Acevedo, District 2.

Appointment Type	Regular

Member Qualifications

Business owner and operations leader with more than 30 years experience. Currently serves on the City Plan Commission.

Nominee Name	Alfredo Borrego
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[redacted]
Residing District	District 2
City Employed Relatives	N/A

Board Membership

City Plan Commission.

Real estate owned in El Paso County

[redacted]

Previous Appointee	Alfredo Borrego
Reason for Vacancy	Term Expired
Date of Appointment	04/01/26
Term Begins On	05/02/26
Term Expires On	05/01/28
Term	Second Term

Alfredo Borrego

Professional Summary

Business owner and operations leader with over 30 years of experience managing precision machining and fabrication companies serving El Paso, Juárez, and Southern New Mexico. Recognized for long-term business stability, strong client relationships and commitment to quality and safety. Combines executive leadership with hands-on technical expertise in CNC machining, manual machining and welding. Brings practical decision-making, problem-solving ability and deep regional industry knowledge to leadership and advisory roles.

Professional Experience

Alco Machine Tool & Steel Inc. | 2001 – Present

President / Owner

- Lead strategic direction and daily operations of a precision machining and fabrication business
- Oversee financial management, production workflow and client relationships
- Maintain hands-on involvement in CNC machining, manual machining and welding operations
- Provide technical expertise across all phases of production, ensuring precision and quality standards
- Manage full project lifecycle from quoting to completion, ensuring on-time delivery
- Build and sustain long-term relationships with regional industrial clients
- Ensure compliance with safety standards and industry best practices
- Troubleshoot complex machining and fabrication challenges with practical, experience-based solutions
- Maintain a strong reputation for reliability, quality and consistency in a competitive market

Ajax Metal Cut Inc. | 1990 - 2000

President / Owner

- Founded and operated a machining and fabrication company serving regional industrial clients
- Directed all business operations including production, customer relations and service delivery
- Performed and supervised CNC machining, manual machining and welding work
- Established a reputation for high-quality craftsmanship and dependable turnaround times
- Developed long-term client relationships resulting in repeat business and referrals
- Built operational processes that supported efficiency and consistent performance

Core Strengths

- Business Leadership & Ownership
- Operations & Strategic Oversight
- Financial & Organizational Management
- CNC & Manual Machining Expertise
- Welding & Fabrication
- Quality Control & Safety Compliance
- Client & Community Relationships
- Problem Solving & Technical Decision-Making
- Production Workflow & Project Management

Education

Burges High School
El Paso Technical High School
El Paso, TX
1976 – 1979

Contact



File #: 26-0371, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Alfonso Jurado Jr. to the Zoning Board of Adjustment, as an alternate member, by Representative Deanna Maldonado-Rocha, District 3.

Board Appointment Form

City Clerk's Office

Appointing Office	Deanna Maldonado-Rocha, District 3
Agenda Placement	Regular
Date of Council Meeting	04/01/26
Name of Board	Zoning Board of Adjustment

Agenda Posting Language

Appointment of Alfonso Jurado Jr. to the Zoning Board of Adjustment, as an alternate member, by Representative Deanna Maldonado-Rocha, District 3.

Appointment Type	Alternate

Member Qualifications

Extensive experience in real estate and various industries related.

Nominee Name	Alfonso Jurado Jr.
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[redacted]
Residing District	District 3
City Employed Relatives	N/A

Board Membership

Currently board member on Fair Housing Task Force

Real estate owned in El Paso County

[redacted]

Previous Appointee	George Cruz
Reason for Vacancy	Term Expired
Date of Appointment	04/01/26
Term Begins On	10/01/24
Term Expires On	09/30/26
Term	Unexpired Term



Al Jurado Jr. Broker/ Owner

Serving El Paso since 1989

Alfonso Jurado Jr. has served on numerous **Alfonso Jurado Jr.**

Professional Experience:

- Chairman of the Texas Association of Realtors Political Involvement Committee, representing 16 districts in Texas.
- Member of the Texas Association of Realtors Political Involvement Committee for the state of Texas, representing El Paso, TX.
- Chairman of the Greater El Paso, Texas Associated Realtors Political Affairs Committee.
- Chairman of the El Paso Association Property Management Committee.
- Member of the Professional Standards Committee for the Texas Association of Realtors.
- Member of the Grievance Committee for the Texas Association of Realtors.
- Member of the Texas Association of Realtors Nominating Committee.
- Commissioner for the Building and Standard Committee, City of El Paso, Texas.
- Chairman of the Building and Standards Committee.
- Member of the El Paso, Texas city emergency response team (CERT).

Education:

- Graduate of the Border Patrol Citizens Academy.
- Graduate of the El Paso Police Department Police Officer course.
- FBI Law Enforcement Course
- El Paso Community College Associate Degree
- University of Texas El Paso Bachelors.
- El Paso Real Estate Academy
- Pricing Strategy Advisor (PSA) certification
- Seller Representative Specialist (**SRS**) **designation**

Community Involvement:

- Member of Court Appointed Special Advocates for the city of El Paso.
- Founder of the El Paso Back to School Supply Program for Needy Children.

Professional Affiliations:

- Broker and Owner of Anycasa Realty, El Paso Real Estate Company, and Government Home Realty.

Member of the United States Army 5th 52nd Special Troops. committees throughout his career, including:

- Chairman of the Texas Association of Realtors Political Involvement Committee, representing 16 districts in Texas.
- Member of the Texas Association of Realtors Political Involvement Committee for the state of Texas, representing El Paso, TX.
- Chairman of the Greater El Paso, Texas Associated Realtors Political Affairs Committee.
- Chairman of the El Paso Association Property Management Committee.
- Member of the Professional Standards Committee for the Texas Association of Realtors.
- Member of the Grievance Committee for the Texas Association of Realtors.
- Member of the Texas Association of Realtors Nominating Committee.
- Commissioner for the Building and Standard Committee, City of El Paso, Texas.
- Chairman of the Building and Standards Committee.
- Member of the El Paso, Texas city emergency response team (CERT).
- Graduate of the Border Patrol Citizens Academy.
- Graduate of the El Paso Police Department Police Officer course.
- Member of Court Appointed Special Advocates for the city of El Paso.
- Founder of the El Paso Back to School Supply Program for Needy Children.
- Broker and Owner of Anycasa Realty, El Paso Real Estate Company, and Government Home Realty.
- Member of the United States Army 5th 52nd Special Troops.

Summary:

Alfonso Jurado Jr. is a dedicated professional with extensive experience in real estate and community involvement. As the Chairman of multiple committees within the Texas Association of Realtors, Alfonso has demonstrated strong leadership and commitment to representing the interests of Texas Realtors. His educational background includes graduating from the Border Patrol Citizens Academy and the El Paso Police Department Police Officer course. Alfonso is also actively involved in community service, founding the El Paso Back to School Supply Program for Needy Children and serving as a member of Court Appointed Special Advocates for the city of El Paso. Additionally, he is the Broker and Owner of Anycasa Realty, El Paso Real Estate Company, and Government Home Realty, showcasing his entrepreneurial spirit and dedication to the real estate industry

File #: 26-0407, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

AGENDA LANGUAGE:

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

Kylie Rezendes to the Open Space Advisory Board by Representative Art Fierro, District 6.

Board Appointment Form

City Clerk's Office

Appointing Office	Art Fierro, District 6
Agenda Placement	Consent
Date of Council Meeting	04/01/26
Name of Board	Open Space Advisory Board

Agenda Posting Language

Kylie Rezendes to the Open Space Advisory Board by Representative Art Fierro, District 6

Appointment Type	Regular

Member Qualifications

Ms. Rezendes has a Bachelor of Science in Wildlife and Conservation Biology and a Master of Science in Biology. She has also volunteered with multiple organizations such as the Frontera Land Alliance, Saltmarsh Sparrow Research Initiative, and Chihuahuan Desert Conference.

Nominee Name	Kylie Rezendes
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[redacted]
Residing District	District 4
City Employed Relatives	N/A

Board Membership

N/A

Real estate owned in El Paso County

[redacted]

Previous Appointee	Sharon Miles-Bonart
Reason for Vacancy	Resigned
Date of Appointment	04/01/26
Term Begins On	09/01/25
Term Expires On	08/31/27
Term	Unexpired Term

Kylie Rezendes

[redacted]

EDUCATION

University of Texas at El Paso **August 2025**
Biology, M.S. Thesis: Temporal Partitioning and Coexistence Among Four Sympatric Felid Species in The Northern Jaguar Reserve
GPA: 3.97/4.0

University of Rhode Island, Kingston, RI **December 2022**
Wildlife and Conservation Biology, B.S.
GPA: 3.50/4.00 Cum Laude

SKILLS

- Proficient GPS field navigation
- Field note taking and observational awareness
- Camera trapping
- Microsoft Word, PowerPoint, and Excel
- Data collection and quality assurance
- Wildlife Biology & habitat assessment
- Land stewardship & easement monitoring
- GIS & spatial analysis (QGIS, ArcGIS Pro, Story Maps)
- Ecological monitoring (camera traps, field surveys)
- Community engagement & public education
- Desert Ecology & Wildlife Corridors

WORK EXPERIENCE

Graduate Teaching Assistant, University of Texas at El Paso **January 2024-Present**

- Teach Organismal Biology 1108 to undergraduate students.
- Instill an understanding of the scientific method from research and hypothesis creation to data collection and analysis
- Set the students up for success in a flipped classroom learning environment where they are responsible for staying on track with the course outline
- Provide introductory lectures to modules throughout the semester
- Circulating and working with the students in both groups and one on one environments.
- Assign homework and grade assignments

Graduate Student Field Research, The University of Texas at El Paso **October 2023-July 2024**

- Deploy and maintain trail cameras in urban desert mountain habitat
- Organize and maintain metadata with excel and Camelot Project Software
- 6 to 8-week SD card swaps and battery checks hiking up to 16 miles a day
- Document field data pertaining to GPS coordinates, camera placement direction, camera ID associated with study cell number
- Camera image backups to cloud and external hard dives
- Upload and manage images in Camelot Project for species count and identification
- Coordinate and train field opportunities for undergraduate research assistance

Graduate Research Assistant, The University of Texas at El Paso **September 2022-December 2023**

- Create landscape-level GIS layers of forest structural diversity across 30 NEON sites to understand how it relates to forest ecosystem function
- Use Microsoft Azure Cloud Computing to create and open-source workflow to quantify forest structural diversity patterns across landscapes
- Design and implement mixed-linear and non-parametric models for a spatially hierarchical statistical analysis
- Contribute to manuscript preparation

Research Assistant 1, University of Rhode Island **December 2020-April 2022**
Wildlife Capture Team

- Aid in sedation and animal relocation
- Record and maintain safe fisher body temperatures
- Monitor fisher vital signs
- The team alternates with pit tagging, ear tagging the animal, and taking measurements
- Note recorder and timekeeper
- Deployed and retrieved remote camera traps across the state of Rhode Island
- Track collared fisher using UHF telemetry during non-trapping season
- Set and check a trap line during the winter months
- Use Safe Capture techniques to successfully collect data on physical characteristics of fisher

Applied Quantitative Ecology Lab **September 2019- December 2022**
Undergraduate Research Apprentice

- Focus on understanding quantitative field techniques
- Learning to develop independent research projects
- Utilizing digiKam and eMammal technology to geo tag trail camera photos
- Participating as citizen scientist in camera trap studies for Snapshot USA
    - Collaborating to contribute to a national database of wildlife diversity

VOLUNTEER EXPERIENCE

The Frontera Land Alliance; El Paso, Texas **November 2023-Present**
Board Member & Co-chair Stewardship Committee

- Guide land stewardship decisions and conservation priorities for regional open spaces and protected properties
- Review and advise on management plans, ecological health assessments, and species monitoring
- Engage landowners, volunteers, and community members in conservation and open-space education
- Participate in policy discussions related to land acquisition, easements, and habitat protection

Chihuahuan Desert Conference **May 2025-Present**
Board Member

- Support regional collaboration on ecological research, conservation policy, and public education
- Contribute to planning for workshops, public events, and scientific engagement across the Chihuahuan Desert region

Saltmarsh Sparrow Research Initiative; Bristol, Rhode Island **April 2021-June 2022**

- Setting up mist nets around a saltmarsh
- Safe capture saltmarsh sparrows
- Color band captured individuals, record measurements, and collect other necessary biometrics
- Locate nests throughout saltmarsh study area and mark them by flagging

- Public engagement and support via talks and presentations
- Set up mist nets and extract birds
- Color banding
- Record captured individuals' data
- Locate nests
- Complete vegetation assessments on habitat characteristics and nest selection
- Identify other passerines nearby
- Volunteer for public mist netting and bird ID with the field crew

Semi-aquatic Mammal Technician, University of Rhode Island **December 2020-August 2021**
Wildlife Field Technician

- Document the distribution of three semi-aquatic mammals (American Beaver, North American River Otter, and Muskrat) across the state of Rhode Island
- Hike or kayak around the wetlands and waterways in RI
- Detect signs left by the target species like scat, tracks, and chewed vegetation
- Use GPS to navigate in remote areas
- Surveys completed through winter and summer weather
- Detailed notes taken upon observation of animal signs present
- Natural history signs and documentation (scat and track knowledge)

New England Bobcat Study; University of Rhode Island **January 2020-March 2020**
Wildlife Survey Field Technician

- Applying GPS navigation skills in varying terrain
- Building hair snare cubbies to obtain DNA samples
- Maintaining scent lures and trail camera data
- Documenting visual observations from collection sites
- Utilizing field protocol to collect hair samples

Audubon Society of Rhode Island; Smithfield and Touisset, RI **April 2019-August 2019**
Volunteer Eastern Bluebird Monitor

- Observed Eastern bluebird nesting during mating season
- Identified bird species and eggs using the Peterson Field Guide
- Collected data pertaining to species, eggs, hatchlings, fledglings, and invasive species

Audubon Society of Rhode Island; Bristol, RI **September 7 & 8 2019**
Volunteer Docent Raptor Weekend

- Applied communication skills to inform the public
  - Explaining general knowledge of New England raptor species and their eggs
- Assisted in activities directed towards educating young generations
  - Guided an activity table geared toward raising awareness about common raptors

Selected Publications

Reinert, SE, KJ Ruskin, DE Robinson, JM O'Neill, MB Zammarelli, OR McCarthy, J Eckerson, K Rezendes. Five years of Saltmarsh Sparrow breeding ecology in Narragansett Bay, Rhode Island, with conservation implications. *Northeastern Naturalist* 2025

Mayer, AE, L Ganoe, C Brown, K Rezendes, J Burr, E Paton, E Wampole, K Rivera, AM Stift, KL Noe, AE Carey, A Hughes, TJ McGreevy Jr., BD Gerber. Rhode Island wildlife camera trap survey 2018 to 2023. *Ecology* e70094. 2025

LaRue, EA, KM Rezendes, BS Hardiman, J Wang, D Choi, AG Downing, AD Benson, S Fei. Heterogeneity in ecosystem structural diversity as characterized by gradient surface metrics across macrosystems. *Ecosphere, e70172.* 2025

Kays, R, ….., Rezendes, K et al. Climate, food and humans predict communities of mammals in the United States. *Diversity and Distributions, e13900.* 2024

Hila, Shamon, ..., Rezendes, K, et al. SNAPSHOT USA 2021: A third coordinated national camera trap survey of the United States – initial trends. *Ecology, e4318.* 2024

Kays, R, ..., Rezendes, K, et al. SNAPSHOT USA 2020: A second coordinated national camera trap survey of the United States during the COVID-19 Pandemic. *Ecology, e3775.* 2022

Relevant Courses

Undergraduate Courses – University of Rhode Island and University of Texas at El Paso

- NRS 100 Natural Resource Conservation
- NRS 395 Research Apprenticeship in Natural Resource Science
- NRS 223 Conservation Biology
- NRS 212 Introduction to Soil Science
- NRS 324 Mammalogy
- NRS 304 Field Ornithology
- NRS 423 Wetland Ecology
- NRS 409 Concepts-GIS and Remote Sensing
- NRS 410 Fundamentals of GIS
- NRS 305 Principles of Wildlife Ecology and Management
- BIO 323 Field Botany and Taxonomy

Graduate Courses

- BIOL 6208 Professional Skills Development Ecology and Evolution
- BIOL 6321 Spatial Ecology
- BIOL 6328 Biostatistics
- GEOL 6331 Introduction to GIST
- BIOL 6209 Research Proposals in Ecology and Evolution
- BIOL 6331 Advances in Ecology and Evolutionary Theory

File #: 26-0416, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

AGENDA LANGUAGE:

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

Alejandra Ruiz-Velasco to the Historic Landmark Commission by Representative Ivan Niño, District 5.

Board Appointment Form

City Clerk's Office

Appointing Office	Ivan Niño, District 5
Agenda Placement	Regular
Date of Council Meeting	04/01/26
Name of Board	Historic Landmark Commission

Agenda Posting Language

Appointment of Alejandra Ruiz-Velasco to the Historic Landmark Commission by Representative Ivan Niño, District 5.

Appointment Type	Regular

Member Qualifications

(PLEASE SEE ATTACHED DOCUMENT FOR MEMBER QUALIFICATIONS)

Nominee Name	Alejandra Ruiz-Velasco
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[redacted]
Residing District	District 1
City Employed Relatives	N/A

Board Membership

N/A

Real estate owned in El Paso County

N/A

Previous Appointee	Marlene Gonzalez
Reason for Vacancy	Removed
Date of Appointment	04/01/26
Term Begins On	09/01/25
Term Expires On	08/31/27
Term	Unexpired Term

Member Qualifications Attachment:

Experience with historic and legacy properties

Direct involvement in managing and redeveloping commercial properties, including historic buildings, shows familiarity with preservation challenges and opportunities.

Knowledge of building preservation and adaptive reuse

Participation in discussions on preservation, adaptive reuse, and long-term stewardship aligns closely with the core mission of a historic landmark commission.

Understanding of redevelopment and revitalization

Work supporting revitalization initiatives that enhance the economic and cultural fabric of El Paso demonstrates awareness of how historic preservation contributes to community identity and growth.

Project coordination and planning skills

Experience assisting with renovation planning and coordinating contractors reflects the ability to navigate complex restoration or preservation projects.

Financial and investment analysis

Preparing financial models and budgets provides insight into the economic feasibility of preservation projects—critical for balancing conservation with practical constraints.

Stakeholder and tenant engagement

Lease negotiations and tenant relations experience translate well to working with property owners, developers, and the public in preservation decisions.

Commitment to community and cultural context

Supporting initiatives tied to El Paso's cultural fabric suggests an appreciation for local history and heritage.

Strong communication and interpersonal skills

Hospitality experience in a high-volume environment demonstrates the ability to work with diverse groups, manage competing priorities, and communicate effectively—key for public meetings and commission collaboration.

Ability to manage multiple responsibilities

Balancing professional work with graduate studies indicates discipline, organization, and commitment—valuable traits for commission service.

EL PASO HISTORIC LANDMARK COMMISSION APPLICATION RESUME

ALEX RUIZ
El Paso, Texas
[redacted]
Bilingual: English and Spanish

PROFESSIONAL SUMMARY

MBA graduate and commercial real estate professional with experience in property redevelopment, financial analysis, and operational management. Born in El Paso and committed to contributing to the stewardship and revitalization of the city's architectural and cultural heritage. Passionate about balancing thoughtful development with historic preservation to support the long-term character and economic vitality of the community.

AREAS OF INTEREST & EXPERTISE

Commercial Real Estate Development • Historic Preservation • Urban Revitalization • Property Redevelopment & Renovation Oversight • Historic Property Stewardship • Community Engagement • Financial Analysis for Real Estate Projects • Cultural Heritage Advocacy • Bilingual (English/Spanish)

PROFESSIONAL EXPERIENCE

Real Estate Operations & Development Associate
El Paso, Texas
2025 – Present

Support the management, redevelopment, and financial oversight of commercial properties in El Paso, including historic and legacy buildings.

Key contributions:

- Assist in renovation planning, contractor coordination, and redevelopment strategy for existing commercial buildings
- Prepare financial models and project budgets supporting property investment decisions
- Assist with lease negotiations, tenant relations, and property operations
- Participate in discussions regarding building preservation, adaptive reuse, and long-term asset stewardship
- Support revitalization initiatives that contribute to the economic and cultural fabric of El Paso

Hospitality & Service Professional
Restaurant Operations – El Paso, Texas
2024 – Present

- Provide high-level guest service within a fast-paced restaurant generating [redacted] in annual revenue
- Manage client interactions, service coordination, and operational workflow during high-volume shifts
- Develop strong interpersonal and communication skills while balancing professional work alongside graduate studies

EL PASO HISTORIC LANDMARK COMMISSION APPLICATION RESUME

EDUCATION

Master of Business Administration (MBA)
University of Texas at El Paso

Inducted into Beta Gamma Sigma Business Honor Society

Focus areas included: finance, operations strategy, and economic development.

Bachelor of Science – Psychology
Minor: Chemistry
University of Texas at Austin

Additional academic research completed in oncology and medical sciences.

Published research contributions in *Nature*.

COMMUNITY & CIVIC ENGAGEMENT

Founder – Woven Legacy Initiative
El Paso, Texas

Community initiative supporting families affected by Alzheimer's disease and advocating for dignity in aging. Organizing fundraising and community awareness efforts through the Alzheimer's Association Walk.

Miss Sun City USA Contestant – Community Platform

Advocating for civic engagement, community leadership, and honoring the legacy of El Paso's cultural heritage through public platforms and volunteer service.

CONNECTION TO EL PASO

Born in El Paso, Texas, and committed to contributing to the city's continued growth while honoring its architectural and cultural history. Professional and personal interests include historic preservation, community revitalization, and supporting the stewardship of legacy properties and businesses through the region.

INTEREST IN HISTORIC PRESERVATION

- Adaptive reuse of historic structures
- Preservation of architectural character within urban development
- Strengthening community identity through historic districts
- Balancing economic development with cultural preservation

File #: 26-0424, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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Members of the City Council, Representative Josh Acevedo, (915) 212-2002

AGENDA LANGUAGE:

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

Matthew Ibarra to the Zoning Board of Adjustment, as an alternate member, by Representative Josh Acevedo, District 2.

Board Appointment Form

City Clerk's Office

Appointing Office	Josh Acevedo, District 2
Agenda Placement	Consent
Date of Council Meeting	04/01/26
Name of Board	Zoning Board of Adjustment

Agenda Posting Language

Matthew Ibarra to the Zoning Board of Adjustment, as an alternate member, by Representative Josh Acevedo, District 2.

Appointment Type	Alternate

Member Qualifications

Mr. Ibarra has served as a legislative aid to a City Representative and currently serves as an instructor at El Paso Community College.

Nominee Name	Matthew Ibarra
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[redacted]
Residing District	District 8
City Employed Relatives	N/A

Board Membership

Community Leader Stakeholder for City Manager hiring effort, Summer 2024.

Real estate owned in El Paso County

N/A

Previous Appointee	Vacant
Reason for Vacancy	
Date of Appointment	04/01/26
Term Begins On	10/01/25
Term Expires On	09/30/27
Term	Unexpired Term

Matthew Ibarra

[redacted] [redacted] [redacted]

WORK EXPERIENCE

Instructor - Government
El Paso Community College - Transmountain Campus

06/2024 - Present *El Paso, Texas*

- Teach clear, student-centered instruction in Texas and Federal Government, emphasizing real-world application to encourge student curiosity, critical thinking, and long-term engagement with civic life. Foster a welcoming space for questions and exploration during class lectures attempting to involve all students at every engagement level.
- Prioritize clarity in instruction by simplifying complex governmental concepts by weaving current events, policy developments, and local examples into lectures, discussions, and assignments.
- Develop and refine consistent, transparent grading systems to ensure clarity and fairness to improve consistency and reduce confusion, enhancing the overall student learning experience.
- Contribute to campus initiatives, including organizing major civic engagement events on campus, including candidate forums during election seasons and a “First 100 Days” panel with newly elected officials.
- Participate in professional development workshops and division meetings using each experience to improve instruction methods and maintain an open, growth-oriented teaching philosophy.

Legislative Aide
Office of City Representative Josh Acevedo, Ed.D.

01/2024 - 05/2024 *El Paso, Texas*

- Provided strategic guidance and operational oversight to Representative Acevedo, ensuring alignment with his political objectives and priorities. Managed a team of staff, providing leadership, mentorship, and professional development opportunities to maximize individual and team performance. Conducted regular performance evaluations, providing constructive feedback and implementing plans to enhance individual and team effectiveness.
- Served as the primary liaison between the City Representative and internal departments, external agencies, community stakeholders, and constituents. Cultivated relationships with elected officials, government agencies, advocacy groups, and community organizations to foster collaboration and advance shared goals.
- Represented the City Representative in meetings with state and federal officials, advocating for funding, resources, and support for key projects and initiatives. Maintained effective communication channels with local media outlets, crafting press releases, statements, and media responses to disseminate information and manage public perception.
- Managed the office budget, ensuring responsible fiscal stewardship, accurate financial reporting, and compliance with municipal regulations. Ensured compliance with all administrative mandates such as Open Record Requests and accepting allowable gifts.

Legislative Aide
Office of City Representative Alexsandra Annello - Mayor Pro Tempore

11/2019 - 01/2024 *El Paso, Texas*

- Served as a key advisor to Representative Annello, providing strategic counsel and guidance on policy decisions, legislative priorities, and constituent engagement. Developed and implemented strategic plans to advance the representative's policy agenda and priorities, coordinating with stakeholders to achieve desired outcomes. Conducted research, analysis, and synthesized information on policy issues, legislation, and emerging trends to provide the Representative with informed recommendations.
- Fostered positive relationships with constituents, community leaders, interest groups, and stakeholders to build support and engage in effective advocacy efforts. Represented the elected official at public events, meetings, and conferences, effectively communicating the office's positions and initiatives.
- Led community outreach efforts, including town hall meetings, community forums, and constituent engagement events, to gather feedback, address concerns, and build strong relationships with residents. Managed the representative's calendar to include organizing monthly community meetings.
- Oversaw the office budget, guaranteeing precise financial management with adherence to city regulations. Ensured conformity with all administrative directives, including Open Record Requests and acceptance/refusal of gifts.

WORK EXPERIENCE

Document Conversion Specialist
Management & Engineering Technologies International, Inc.

01/2019 - 10/2019 — *El Paso, Texas*

- Maintained high accuracy in data management and documentation, strengthening organizational and record-keeping skills. Ensured secure handling of information, reflecting a commitment to professionalism and confidentiality. Adapted complex technical processes into streamlined workflows.

Field Director
Barbara Canales for Nueces County Judge

05/2018 - 12/2018 — *Corpus Christi, Texas*

- Developed and implemented comprehensive field strategies, overseeing all aspects of grassroots organizing and voter outreach activities. Managed a team of field organizers and volunteers, providing guidance, training, and motivation to inspire a positive and engaged culture in the Field Team.
- Led the implementation of data-driven targeting strategies, utilizing voter data, analytics, and technology tools to identify key voter segments and prioritize outreach efforts. Utilized leadership and management abilities to plan, prioritize, and execute multiple field activities within tight deadlines.

Deputy Campaign Manager
Pete Gallego for Texas Senate, Dori Fenenbock for U.S. Congress

07/2017 - 05/2018 — *San Antonio, Texas*

- Coordinated with campaign leadership to align messaging, priorities, and tactics using performance metrics, demonstrating analytical and problem-solving skills. Synthesized policy information into clear messaging, conducted research and analysis on public issues, and guided campaign strategies into actionable plans.

Field Captain
Diana Ramos For City Council, El Paso Rising, Beto O'Rourke For Congress, Cassandra Hernandez For City Council

07/2015 - 07/2017 — *El Paso, Texas*

- Engaged directly with thousands of residents, building communication and active listening skills valuable for explaining public policy positions in clear, accessible terms. Used data tools to track outreach progress, reinforcing attention to detail and proficiency with data platforms.

Intern
The Office of Congressman Beto O'Rourke

08/2014 - 06/2015 — *El Paso, TX / Washington D.C.*

- Assisted legislative staff with research and policy analysis, contributing to foundational knowledge of government. Communicated with constituents and federal agencies, strengthening interpersonal, professionalism, and problem-solving skills by drafting memos and reports that required clarity, accuracy, and concise communication.

EDUCATION

Master of Public Administration
The University of Texas at El Paso

2023

Bachelor of Arts in Political Science
The University of Texas in El Paso

2015

LANGUAGES

English
Native or Bilingual Proficiency

Spanish
Professional Working Proficiency

File #: 26-0431, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Eduardo R. Castillo to the Ethics Review Commission by Representative Art Fierro, District 6.

Board Appointment Form

City Clerk's Office

Appointing Office	Art Fierro, District 6
Agenda Placement	Consent
Date of Council Meeting	04/01/26
Name of Board	Ethics Review Commission

Agenda Posting Language

Eduardo R. Castillo to the Ethics Review Commission by Representative Art Fierro, District 6.

Appointment Type	Regular

Member Qualifications

Attorney with over 30 years of experience in federal and state litigation. Proven track record in the civil prosecution of complex fraud cases, including healthcare and government contract fraud. Expert in defending federal agencies and employees across diverse practice areas such as civil rights, medical malpractice, and real estate litigation. Former Assistant United States Attorney with a reputation for integrity, leadership, and rigorous legal advocacy.

Nominee Name	Eduardo R. Castillo
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[redacted]
Residing District	District 7
City Employed Relatives	N/A

Board Membership

N/A

Real estate owned in El Paso County

[redacted]

Previous Appointee	Patricia A. Macias
Reason for Vacancy	Term Expired
Date of Appointment	04/01/26
Term Begins On	02/21/26
Term Expires On	02/20/28
Term	First Term

Eduardo R. Castillo
[redacted]

Professional Summary

Attorney with over 30 years of experience in federal and state litigation. Proven track record in the civil prosecution of complex fraud cases, including healthcare and government contract fraud. Expert in defending federal agencies and employees across diverse practice areas such as civil rights, medical malpractice, and real estate litigation. Former Assistant United States Attorney with a reputation for integrity, leadership, and rigorous legal advocacy.

Professional Experience

Assistant United States Attorney | U.S. Attorney's Office, Western District of Texas | 1999 – 2025

- **Civil Enforcement Unit (2017 – 2025):** Led civil prosecutions against individuals and entities for fraud against the government. Managed high-stakes cases involving healthcare fraud, contract fraud, and program fraud under the False Claims Act.
- **Civil Litigation Division (1999 – 2017):** Represented the United States, federal agencies, and federal employees in a wide array of complex litigation.
    - Litigated matters involving medical malpractice, personal injury (FTCA), and civil rights.
    - Handled specialized disputes regarding water rights, real estate, contracts, and employment discrimination.

Assistant County Attorney | El Paso County Attorney's Office | 1993 – 1999

- **Supervisor of Civil Unit (2 Years):** Managed the legal team responsible for representing the County of El Paso in civil matters.
- Represented the County in litigation involving torts, civil rights, employment discrimination, and real estate.
- Negotiated and litigated complex contract disputes on behalf of the county government.

Assistant District Attorney | Bexar County District Attorney's Office | 1991 – 1993

- Prosecuted a high volume of misdemeanor and felony criminal cases.
- Managed all stages of criminal proceedings, from initial filing through jury trial and sentencing.

Education

Juris Doctorate (J.D.) | 1990 St. Mary's University School of Law, San Antonio, TX

Bachelor of Arts in Public Justice | 1987 St. Mary's University, San Antonio, TX

- *Honors: Cum Laude*

Core Competencies

- **Litigation:** Federal & State Civil Procedure, Criminal Prosecution, Trial Advocacy, Depositions.
- **Specialized Law:** False Claims Act, Healthcare Fraud, Tort Law (FTCA), Civil Rights, Employment Law.
- **Leadership:** Team Supervision, Case Management Strategy, Mentorship, Community Relations.

Civic Engagement & Volunteerism

- **Volunteer,** El Paso Master Gardeners | 2025 – Present
- **Chapter Director,** ACTS Chapter for the Catholic Diocese of El Paso | 2016 – 2021
- **PTA President,** Eastwood Knolls Middle School | 2007 – 2009
- **Mock Trial Coach,** Mission Valley Middle School & Ysleta High School

File #: 26-0399, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 7
Capital Improvement Department, Yvette Hernandez, (915) 212-0065
Urban Planning and Design Division, Apolonia Roldan, (915) 979-5826

AGENDA LANGUAGE:

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

The award of Task Order 5k-1 for Solicitation 2025-0087 On-Call Horizontal Construction 2025 to Keystone Contractors & Engineers for Sun City Lights Pueblo Viejo Park for a total of $666,689.98. Approval will allow the City to start construction services for District 7 Sun City Lights Program.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Capital Improvement Department

AGENDA DATE: April 1,2026

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME: Yvette Hernandez, Deputy City Manager **PHONE NUMBER:** 915-212-0065

2nd CONTACT PERSON NAME: Appolonia Roldan, Urban Design Manager **PHONE NUMBER:** 915-979-5826

DISTRICT(S) AFFECTED: 7

AGENDA ITEM:

The award of Task Order 5k-1 for solicitation 2025-0087 On-Call Horizontal Construction 2025 to Keystone Contractors & Engineers for Sun City Lights Pueblo Viejo Park for a total $666,689.98. Approval will allow the City to start construction services for District 7 Sun City Lights Program.

ISSUE STATEMENT:

Request that City Council approves Task Order #5k-1 Keystone Contractors & Engineers to allow construction services for Sun City Lights- Pueblo Viejo Park

BACKGROUND:

Strategic Plan: Goal 3 Promote the Visual of El Paso
3.1 - Construct Sun City Lights entryways

The Sun City Lights Program is a placemaking initiative led by the City of El Paso's Capital Improvement Department to enhance neighborhood parks and public spaces through themed lighting, art elements, and community-focused design features. The program is intended to create welcoming and vibrant destinations that encourage evening use, support community identity, and improve safety and visibility within public parks.

COUNCIL OPTIONS:

Approve and award Task Order #5k-1 Solicitation 2025-0087 On-Call Horizontal Construction 2025 to Keystone Contractors & Engineers

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by committe

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

March 19, 2025 - Focus Group Virtual Meeting
May 21, 2025 - Open house event at Pavo Real Recreation Center
November 5, 2025 - Focus Group Virtual Meeting

RELATED CITY POLICIES:

PRIOR COUNCIL ACTION:

January 6, 2026 Title 18 Ordinance Amendment

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

Task Order 5K-1 $ 666,689.98
Funding Source 2019 Capital Plan

Project: PCP19SCL02
Account 580270-Dept 190-Fund 4745-Division 38290

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

Task Order 5K-1 | Sun City Lights - Pueblo Viejo Park

FOR MORE INFORMATION:

Yvette Hernandez, City Deputy Manager 915-212-0065 HernandezYM@elpasotexas.gov

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

SIGNATURE: Yvette Hernandez

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

CITY OF EL PASO CONSTRUCTION CHANGE ORDER

CONSTRUCTION CHANGE ORDER NO.: 5K-1 **DATE:** March 16, 2026 [x] **SCOPE CHANGE** [ ] **CONSTRUCTION CHANGE**

PROJECT: Pueblo Viejo Park Sun City Lights **SOLICITATION #:** 2025-0087

Original Contract Amount:	$ 666,689.98	Original Contract Substantial Completion Date:	TBD
Net Change by previous Change Orders:	$ -	Total days added due to Change Orders and CQN's:	0
Net Change by previous Construction Quantity Notices:	$ -	Total days added for this Change Order:	160
New Amended Contract Amount:	$ 666,689.98	New Substantial Completion Date:	TBD
Total amount added for this Change Order:	NA		
Change Order Percentage:	N/A		

Existing Drawing Reference:

N/A

Existing Specification Reference:

N/A

New Drawings/Specifications Reference:

Sun City Lights-Pueblo Viejo Park dated 02/11/26 and Specifications

Detailed Scope of Work of the Change Order:

Task Order #5K-1 will incorporate the construction documents and specifications into the 2025-0087 Horizontal Construction On-Call. This task order doesn't change the overall contract amount. The task order will be issued for the scope of work listed below to include attachments.

A separate notice to proceed will be issue upon approval of all necessary bonds and insurances as required by contract.

The scope of work for this project includes new connectivity sidewalks, to include lighting on sidewalks, rock wall monument sign with steel letters with park name and project,new landscape and irrigation improvements, a new shade structure (pavilion area) with illumination and three (3) pathways structure with seating included and additional illumination embedded in the ground to light up structures all lighting controls and electrical. All steel structures will be powder coated.

The total agreed construction cost for task order #5K-1 Total $666,689.98
Construction time 160 consecutive days to substantial completion and 20 additional days for final completion for a total of 180 calendar days overall to complete project.

CONSECUTIVE CALENDAR DAYS ADDED TO COMPLETION TIME: 160 **TOTAL CHANGE ORDER AMOUNT:** $666,689.98

CONTRACTOR (OWNER/AUTHORIZED OWNER REPRESENTATIVE)

I, Francisco Guillen, of Keystone Contractos & Engineers agree and accept the terms and conditions of this change order.

Signature: _____ Date: 03.16.26

CITY OF EL PASO (CITY ENGINEER)

I, Yvette Hernandez, P.E. of the City of El Paso hereby authorize and direct the Contractor to proceed with additional work as described in this form.

Signature: Yvette Hernandez Date: 3/17/26

CITY OF EL PASO CONSTRUCTION CHANGE ORDER- Pg. 2

CONSTRUCTION CHANGE ORDER NO.: 5K-1 **DATE:** March 16, 2026

PROJECT: Sun City Lights- Pueblo Viejo Park **SOLICITATION #:** 2025-0087

[x] **SCOPE CHANGE**

[0] **CONSTRUCTION CHANGE**

Method Utilized for Implementing change:

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

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

Type of Change Order:

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

Contractors Proposal Cost: $694,873.90 ✓

Final Negotiated Amount: $666,689.98

Time Requested: 160 Consecutive Calendar Days ✓

Time Justified: 160 Consecutive Calendar Days

Reason/Justification for Change Order:

Task #5K-1 utilizing our 2025-0087 Horizontal- on call for construction procurement. * this is not a change order but execution of task order #5K-1 as per our 2025-0087 Horizontal on-call.

Cost: The designer on record prepared an opinion of probable cost estimate for a total of $966,873.81 submitted on 12/16/2025. The designer on record opinion of probable cost did not take into consideration contractors coefficient fee for overhead and profit of 31.30% to include Bonds,and also didn't include equipment costs and labor, the cost proposal also included several allowances for line items.

The General contractor submitted an initial proposal on 2/19/2026 for the amount of $694,873.90 utilizing RsMeans. CID PM evaluated the contractor's first proposal and determined that contractor included additional scope of work in the electrical division. CID PM provided comments to Contractor for review and revisions. Contractor provided a final proposal on 2/24/2026 in the amount of 666,689.98 CID PM determined the proposal to be reasonable based upon comparison of the contractor's final proposal and DOR estimate.

Time: Contractor requested 180 consecutive calendar days to complete the project.
CID evaluated the requested time and compared to daily output (productivity rate) using the RSMeans tasks. estimated time for substantial completion is 24 weeks, 120 working days, which is reasonable and justifiable as RSMeans doesn't have estimation time for specialized fabrication for steel structures and have longer lead time with the contractor's requested time for substantial completion of 160 consecutive calendar days. per general contract requirements, the contractor has 20 days to address and complete the project for a total of 180 calendar days.

Attachments:

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

AS A RESULT OF THIS CHANGE ORDER, PLEASE MAKE THE FOLLOWING ADJUSTMENT TO THE PURCHASE ORDER:

PO LINE	ADDED AMOUNT	ACCOUNT

TOTAL NET CHANGE TO PURCHASE ORDER: $0.00

C.O. Amount $666,689.98

Additional Funding/Direction:

Project Manager: Appolonia Roldan — Appolonia Roldan — 3/16/2026 Date

Division Manager: Alondra Gurrola — Alondra Gurrola — 3/16/2026 Date

Assistant Director: Gilbert Guerrero — Gilbert Guerrero — 3/16/2026 Date

CITY OF EL PASO CHANGE ORDER and CHANGE QUANTITY NOTICE LOG

Project Name: Sun City Lights- Pueblo Viejo Park
Solicitation (Contract) No.: 2025-0087
Project Number: PCP19SCL02
PO No.: TBD
Contractor: Keystone Contractos & Engineers

Original Contract

Notice to Proceed:	TBD	
Substantial Completion Period:	160	Consecutive Calendar Days
Substantial Completion Date:	TBD	
Final Completion Period:	20	Consecutive Calendar Days
Final Completion Date:	TBD	
Contract Amount	$ 666,689.98	
Contingency Budget:	$ 93,171.52	

Modified Contract

Total Days Added:	180	Consecutive Calendar Days
Substantial Completion Period:	160	Consecutive Calendar Days
Substantial Completion Date:	TBD	
Final Completion Date:	TBD	✓
Total Cost Added:	$666,689.98	
Remaining Contingency:	$93,171.52	
Change Order Percentage:	100.00%	

CO #	Date	Description	Days	Cost
1	3/3/2026	Task Order #5K-1 will incorporate the construction documents and specifications into the 2025-0087 Horizontal Construction On-Call. This task order doesn't change the overall contract amount. The task order will be issued for the scope of work listed below to include attachments.	180	$666,689.98
2	1/0/1900	0	0	$0.00
3	1/0/1900	0	0	$0.00
4	1/0/1900	0	0	$0.00
5	1/0/1900	0	0	$0.00
6	1/0/1900	0	0	$0.00
7	1/0/1900	0	0	$0.00
8	1/0/1900	0	0	$0.00
9	1/0/1900	0	0	$0.00
10	1/0/1900	0	0	$0.00
11	1/0/1900	0	0	$0.00
12	1/0/1900	0	0	$0.00
13	1/0/1900	0	0	$0.00
14	1/0/1900	0	0	$0.00
15	1/0/1900	0	0	$0.00
16	1/0/1900	0	0	$0.00
17	1/0/1900	0	0	$0.00
18	1/0/1900	0	0	$0.00
19	1/0/1900	0	0	$0.00
20	1/0/1900	0	0	$0.00
		SUBTOTAL FOR CHANGE ORDERS:	**127**	**$666,689.98**

CQN #	Date	Description	Days	Cost
1	1/0/1900	0	0	$0.00
2	1/0/1900	0	0	$0.00
3	1/0/1900	0	0	$0.00
4	1/0/1900	0	0	$0.00
5	1/0/1900	0	0	$0.00
6	1/0/1900	0	0	$0.00
7	1/0/1900	0	0	$0.00
8	1/0/1900	0	0	$0.00
9	1/0/1900	0	0	$0.00
10	1/0/1900	0	0	$0.00
		SUBTOTAL FOR CHANGE QUANTITY NOTICES:	**0**	**$0.00**

PeopleSoft GL

Report ID: GLS8020 — BUDGET STATUS REPORT — Page No. 1
Bus. Unit: CEP01--City of El Paso — Run Date 03/12/2026
Ledger Grp: DETAIL_CC -- EXPENSE DETAIL LEDGER — Run Time 15:17:55
Currency : USD
Chartfields Criteria
Account: All values Department: All values Fund: All values Division: All values Program: All values
Project: PCP19SCL02

Account / Project	Department	Fund / Acct Descr	Division	Program	Budget	Assoc Revenue	PreEncumbrance	Encumbrance	Expense	Remaining
580160	190	4745	38290							
PCP19SCL02		ARCHITECTURE AND DESIGN (CWIP)			126,375.00	0.00	0.00	35,256.55	97,518.45	-6,400.00
580210	190	4745	38290							
PCP19SCL02		CITY ENGINEERING CHARGES (CWIP			0.00	0.00	0.00	0.00	0.00	0.00
580220	190	4745	38290							
PCP19SCL02		CITY ADMIN CHARGES (CWIP)			3,117.60	0.00	0.00	0.00	0.00	3,117.60
580230	190	4745	38290							
PCP19SCL02		CITY CONSTRUCT CHARGES (CWIP)			77,940.00	0.00	0.00	0.00	0.00	77,940.00
580240	190	4745	38290							
PCP19SCL02		TESTING (CWIP)			13,975.73	0.00	0.00	0.00	0.00	13,975.73
580260	190	4745	38290							
PCP19SCL02		INSPECTIONS (CWIP)			31,176.00	0.00	0.00	0.00	0.00	31,176.00
580270	190	4745	38290							
PCP19SCL02		CONSTRUCTION (CWIP)			1,044,886.67	0.00	0.00	0.00	0.00	1,044,886.67
		Grand Total :			1,297,471.00	0.00	0.00	35,256.55	97,518.45	1,164,696.00

INFORMATION ONLY

End of Report

PUEBLO VIEJO - ESTIMATED COSTS FOR					
DEMO + SITE PREPARATION					
Demo	ALLOW	$	11,000.00	1	$11,000.00
Fill	CY	$	84.00	120	$10,080.00
Grading and Drainage	SF	$	1.30	16,116	$20,950.80
Geotech Engineering	ALLOW		$6,381.50	1	$6,381.50
Subtotal					*$48,412.30*
HARDSCAPE / PAVING + FENCING + SITE FURN					
Monument Sign - stone	ALLOW	$	10,000.00	1	$10,000.00
CIP Bancos	LF	$	203.00	80	$16,240.00
Concrete Paths + Plaza	SF	$	9.78	3,676	$35,951.28
Concrete Mow Curb at Planting Areas	SF	$	9.78	352	$3,442.56
Subtotal					*$65,633.84*
IRRIGATION					
Irrigation	SF	$	3.00	7,250	$21,750.00
Subtotal					*$21,750.00*
PLANTING + GROUND PREP					
Trees - large 2" Cal	EA	$	650.00	16	$10,400.00
Shrubs, 5 Gal	EA	$	50.00	47	$2,350.00
Perennials and Groundcovers, 1 Gal	EA	$	35.00	185	$6,475.00
Sod Grass	SF	$	8.00	1,740	$13,920.00
Garden Plantings area w/soil amend	SF	$	1.50	5,512	$8,268.00
Gravel Mulch and / or Cobble for Planting Areas	SF	$	1.75	5,512	$9,646.00
Gravel Mulch and / or Cobble for Buffer Area	SF	$	1.75	5,003	$8,755.25
Weed Barrier	SF	$	0.50	10,515	$5,257.50
Subtotal					*$65,071.75*
LIGHT & STRUCTURES					
Specialty Lighting	ALLOW	$	120,000.00	1	$120,000.00
Light Structure Pavilion (provided by Compound Design)	LF	$	220.00	1,000	$220,000.00
Light Structures along Path (provided by Compound Design)	LF	$	200.00	780	$156,000.00
Subtotal					*$496,000.00*
OVERHEAD					
Overhead and Supervision at 10% of total	ALLOW	$	78,000.00	1	$78,000.00
Project Mobilization + Start Up	ALLOW	$	40,000.00	1	$40,000.00
Subtotal					*$118,000.00*
TOTAL CONSTRUCTION COSTS					
Subtotal All Elements					$863,280.19
Design / Construction Contingency			12%		$103,593.62
Subtotal w/Contingency					$966,873.81
TOTAL					$966,873.81

KEYSTONE
CONTRACTORS & ENGINEERS

APPROVED
By RoldanA at 3:21 pm, Mar 12, 2026

PROPOSAL

DATE SENT: **February 24, 2026**	*PROPOSAL NO.:* **PR25-137**
ATTENTION: **Appolonia Roldan – Urban Design Manager**	
JOB NAME: **Pueblo Viejo Park – Sun City Lights**	
JOB LOCATION: **233 Zaragoza Road**	
PHONE **(915) 979-5826**	*FAX/ EMAIL* **roldana@elpasotexas.gov**

PROPOSAL SUBMITTED TO: **Capital Improvement Department City of El Paso**
STREET ADDRESS: **218 N. Campbell St. 2nd Floor**
CITY, STATE, AND ZIP CODE: **El Paso, Texas, 79901**

Keystone Contractors & Engineers is pleased to submit our proposal in response to the City of El Paso's Request for Proposal dated December 17, 2025, under Job Order Horizontal Construction Contract #2025-0087. This proposal addresses Task Order #5K-1 for the installation and procurement of Pueblo Viejo Park – Sun City Lights.

Description of Work

We propose to furnish all labor, equipment, and materials necessary to complete the following scope:

1. **SWP3**
   - Temporary construction chain link fence.
   - Provide and install silt fence
   - Provide and install construction exit
   - Concrete wash pit
   - Remove silt fence and construction exit at the end of project
2. **Demolition**
   - Concrete curb demolition
   - Asphalt pavement demolition
   - Remove a light pole
   - Load and haul off debris from premises Dimensions: 12" wide x 6" thick
3. **Earthwork**
   - Equipment mobilization
   - Cut & Fill operation
   - Import materials
   - Subgrade preparation for site concrete
4. **Site Concrete**
   - Fine grading
   - 4" Thick base course under sidewalks
   - 4" Thick concrete sidewalk reinforced with 6x6/6-6 W.W.F. approximately 3400 square feet.
   - 6"x12" Mow strip 4000-PSI concrete reinforced with 2-#4 rebar, to include hand excavation
   - Concrete flume approximately 13 square feet, to include steel checker plate cover
   - Apply curing compound.
5. **Wall Seats**
   - Reinforcing steel for seats

- Formwork and necessary accessories
- Pour 4000-PSI concrete with integral color on seats
- Form 3"x3" Notch at top of concrete seat at every 36" of center
- Remove forms

6. Stone Monument Sign

- Footing excavation and trimming
- Footing reinforcement
- Pour 3000-PSI concrete footing 24"x12"
- 20" Wide mortared rockwall with Hueco stone reinforced with #3 and #4 rebar
- Rockwall length is 12 feet by 2'-8" height

7. Irrigation and Landscape

- Installation of irrigation system, including:
  - Mainline piping
  - Lateral lines
  - Control valves
  - Irrigation heads (rotors, sprays, or drip emitters as specified)
  - Connect to existing irrigation controller with programming
  - Third party irrigation audit
- Pressure testing of all lines and components.
- System startup, adjustments, and verification of proper coverage.
- Site preparation, including removal of debris, and soil conditioning.
- Installation of topsoil as required to achieve proper planting depth and drainage.
- Planting of trees, shrubs, groundcover, and Bermuda grass per landscape plan.
- Provide and install "Reclaimed Water" sign
- Final cleanup and disposal of excess materials

8. Pathway Structures and Pavilion, Scope of Work Includes:

- Footing excavation and trimming
- Footing reinforcement
- Formwork
- Placement of 4000-PSI concrete for pathway structure continuous footings per plans
- Placement of 4000-PSI concrete for pavilion spot footings per plans
- Removal of all formwork

Pathway Structure A

Provide all material and labor to fabricate, assemble, and install Pathway Structure A, consisting of: 14 curved HSS 3" x 3" x 3/16" (with variable heights ranging from min. 4'-2" to max 10'-3") each tube rolled with variable radii with welded end caps. The structure will be welded to a 9" x 5/8" curved control plate (divided in sections along a 7'-3" arc) anchored to concrete with 1/2" anchor bolts and nuts and washers. Structure to be powder coated as specified on drawings.

Pathway Structure B

Provide all material and labor to fabricate, assemble, and install Pathway Structure B consisting of: 26 curved HSS 3" x 3" x 3/16" (with variable heights ranging from min. 4'-3" to max 10'-3") each tube rolled with variable radii with welded end caps. The structure will be welded to a 9" x 5/8" curved control plate (divided in sections along a 14'-7" arc) anchored to concrete with 1/2" anchor bolts and nuts and washers. Structure to be powder coated as specified on drawings.

Pathway Structure C

Provide all material and labor to fabricate, assemble, and install Pathway Structure C, consisting of:45 curved HSS 3" x 3" x 3/16" (with variable heights ranging from min.

KEYSTONE CONTRACTORS & ENGINEERS

4'-4" to max 10') each tube rolled with variable radii with welded end caps. The structure will be welded to a 9" x 5/8" curved control plate (divided in sections along a 25' arc) anchored to concrete with 1/2" anchor bolts and nuts and washers. Structure to be powder coated as specified on drawings.

Pavilion Structure

Provide all material and labor to fabricate, assemble, and install the Pavilion Structure, consisting of:
48 HSS 3" x 3" x 3/16" with end caps perlin (painted as per fabrication finish quality requirements)

- 8 HSS 4" x 4" x 3/16" angled columns (powder coated color TBD),
- 3 HSS 6" x 3" x 1/4" curved main beams (powder coated color TBD),
- 6 HSS 5" x 5" x 3/16" straight columns (powder coated color TBD),
- 3 HSS 8" x 3" x 1/4" beams (powder coated color TBD)
- Approximately 405 sq. ft of 1/8" sheet metal solid roof (painted as per fabrication finish quality requirements)
- Straight columns will be anchored to a baseplate and bolt-connection from post to beam as specified on drawings.

- Material and labor to fabricate and install 9" x 5.5" cut letters "PUEBLO VIEJO PARK" from 1/8" corten steel and sign reading "SUN CITY LIGHTS" (welded to sign) plus additional information about the project, as specified on drawings.
- Shop drawings.
- Engineering stamp.

9. Electrical and Lighting

- Provide and install dedicated 220-volt electrical service and meter for the lighting system.
- Install conduit, conductors, junction boxes, and all required electrical components as per plans.
- Trenching and backfilling for underground electrical routing.
- Connection to electrical panel or designated power source.
- Underground feeder from the meter to utility pad.
- Testing and verification of proper voltage, grounding, and system performance.
- Provide and install 22 In-ground LED linear RGB high efficiency light fixture - 35lm/W - 50cm long - Mounting sleeve - Integrated glare control louver - Impact resistant IK10- IP67
- Provide and install 23 Underground pathway LED light fixture - 3000K - 3-1/8"-10W - Impact resistant IK10 - IP67 - Three light output distribution
- Provide and install 6 In-ground mounted LED light RGB Uplight - 60° Optic - High Power - IP65 - Glare control lovuer - Dimmable
- Provide and install 6 each Surface Mount Passiver Infrared motion sensor TO 18VDC - 17mA at 12 VDC - Low Voltage Driver.
- Lighting Control Equipment and Programming Services, lighting control hardware, including:
  - Nicolaudie DINA-DR1 lighting controller
  - ESA Pro programming software license
  - DMX/RDM distribution equipment (including Elation RDM6 IP splitters)
  - Surge protection and required low-voltage control accessories
- Outdoor motion sensing devices (performance-based), suitable for:
  - Recessed installation into the vertical face of concrete seat walls
  - Narrow detection geometry
  - Dry contact relay output compatible with lighting control triggers
- Interactive lighting scenes and effects programming, including:
  - Directional, motion-triggered RGB lighting animations
  - Pixel-based chase effects synchronized to pedestrian movement

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    - Independent control per rib group
    - Trigger logic, lockout timing, and idle state behavior
    - Programming delivered using ESA Pro software
    - Commissioning
- Placement and alignment of fixtures to achieve proper illumination and coverage.
- Waterproofing, sealing, and protection of all underground connections.
- System startup, aiming, and final adjustments.
- Provide and install 3/16" thick stainless-steel protection for in-ground light fixture type "L1", protection for light fixtures "U1" and "U2" not included in proposal.

Subtotal	**$ 496,790.86**
JOC Fee 31.3	**$ 155,495.54**
Subtotal	**$ 652,286.40**
Payment Bond	**$ 14,403.58**
Total Amount	**$ 666,689.98**

Notes & Conditions

- Proposal is valid for 90 calendar days.
- All work will be performed during regular business hours.
- **Exclusions:** Permit fees and any materials or work not explicitly mentioned above.

All cost estimating has been performed using the latest version of RSMeans Construction Costs data, per Item K of the contract.

Should you have any questions or require further documentation, please feel free to contact me directly.

Respectfully submitted,

Francisco Guillen, P.E.
Keystone Contractors & Engineers
Office: (915) 562-4159 x 1002
Cell: (915) 727-5801
Fax: (915) 503-2235
Email: fguillen@keystone-ce.net

KEYSTONE CONTRACTORS & ENGINEERS

Cost Estimate Report

City of El Paso

EL PASO, Texas, 79907

N. Zaragosa Rd

Date: 02/24/2026

Sun City Lights Pueblo Viejo Park

Year 2025 Quarter 3

Unit Detail Report by WBS

Prepared By: Jesus Campos KEYSTONE

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Category: Sun City Lights Pueblo Viejo Park > SWP3					
015523500100	Temporary, roads, gravel fill, 8" gravel depth, excl surfacing	40.00	S.Y.	$9.90	$396.00
015626500100	Temporary fencing, chain link, 6' high, 11 ga	955.00	L.F.	$7.62	$7,277.10
312323200524	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 35 min wait/load/unload, 8 C.Y. truck, cycle 8 miles, 15 MPH, excludes loading equipment	12.00	L.C.Y.	$23.12	$277.44
312514160200	Synthetic erosion control, polypropylene mesh, stapled, 6.5 oz./ S.Y.	40.00	S.Y.	$1.46	$58.40
312514161000	Synthetic erosion control, silt fence, install and remove, 3' high	850.00	L.F.	$4.10	$3,485.00
Category: Sun City Lights Pueblo Viejo Park > SWP3 Subtotal					**$11,493.94**
Category: Sun City Lights Pueblo Viejo Park > Demolition					
024113175010	Demolish, remove pavement & curb, remove bituminous pavement, up to, 3" thick, excludes hauling and disposal fees	544.00	S.Y.	$7.19	$3,911.36
024113176000	Demolish, remove pavement & curb, remove concrete curbs, plain, excludes hauling and disposal fees	18.00	L.F.	$6.25	$112.50
024119193080	Selective demolition, rubbish handling, loading & trucking, machine loading truck, includes 2 mile haul, cost to be added to demolition cost	43.00	C.Y.	$29.70	$1,277.10
Category: Sun City Lights Pueblo Viejo Park > Demolition Subtotal					**$5,300.96**
Category: Sun City Lights Pueblo Viejo Park > Earthwork					
024119193080	Selective demolition, rubbish handling, loading & trucking, machine loading truck, includes 2 mile haul, cost to be added to demolition cost	194.00	C.Y.	$29.70	$5,761.80
312213200160	Rough grading sites, 8,100-10,000 S.F., skid steer & labor	2.00	Ea.	$4,526.60	$9,053.20
312216101200	Fine grading, fine grade granular base for sidewalks and bikeways	2,265.00	S.Y.	$1.86	$4,212.90
312323171100	Fill, gravel fill, compacted, under floor slabs, alternate pricing method, 6" deep	154.00	B.C.Y.	$52.24	$8,044.96

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Category: Sun City Lights Pueblo Viejo Park > Earthwork Subtotal					**$27,072.86**
Category: Sun City Lights Pueblo Viejo Park > Sidewalks and Curbs					
033923130300	Concrete surface treatment, curing, sprayed membrane compound	34.00	C.S.F.	$23.47	$797.98
055413200300	Floor plate, steel checkered plate, pit or trench cover and frame, 2' to 3' W x 1/4" T, field fabricated	12.00	S.F.	$40.30	$483.60
055413200300	Trench cover, aluminum, stock unit, field fabricated, 3/8" T for checkered plate cover, add	1.00	L.F.	$0.39	$4.71
312216101150	Fine grading, fine grade for slab on grade, hand grading	380.00	S.Y.	$2.75	$1,045.00
312316131400	Excavating, trench or continuous footing, common earth, by hand with pick and shovel, 2' to 6' deep, light soil, excludes sheeting or dewatering	6.50	B.C.Y.	$73.08	$475.02
312316132100	Excavating, trench or continuous footing, common earth, trim sides and bottom for concrete pours, excludes sheeting or dewatering	173.00	S.F.	$1.29	$223.17
320610100310	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 4,000 psi, 4" thick, excludes base	3,400.00	S.F.	$6.40	$21,760.00
321123230301	Base course drainage layers, aggregate base course for roadways and large paved areas, crushed stone base, compacted, crushed 1-1/2" stone base, to 4" deep	380.00	S.Y.	$6.20	$2,356.00
321123230301	Base course drainage layers, aggregate base course for small and irregular areas, add	1.00		$0.97	$366.70
321613130406	Cast-in place concrete curbs & gutters, concrete, wood forms, radius, 6" x 18", includes concrete	346.00	L.F.	$26.46	$9,155.16
321613130435	Cast-in place concrete curbs & gutters, straight, wood forms, 0.066 C.Y. per LF, 6" high curb, 6" thick gutter, 30" wide, includes concrete	10.00	L.F.	$33.52	$335.20
Category: Sun City Lights Pueblo Viejo Park > Sidewalks and Curbs Subtotal					**$37,002.54**
Category: Sun City Lights Pueblo Viejo Park > Concrete Seat Wall					
030513200600	Concrete admixture, integral colors, dry pigment, 5 lb. bag, includes material only	80.00	Ea.	$43.91	$3,512.80
031113854000	C.I.P. concrete forms, wall, radial, smooth curved, job built plywood, to 8' high, 1 use, includes erecting, bracing, stripping and cleaning	475.00	SFCA	$14.38	$6,830.50
032111500700	Reinforcing steel, cut, bent and delivered, A615, grade 60, material only	0.50	Ton	$2,445.28	$1,222.64
033113350300	Structural concrete, ready mix, heavyweight, 4000 psi, includes local aggregate, sand, Portland cement (Type I) and water, delivered, excludes all additives and treatments	15.00	C.Y.	$159.42	$2,391.30
033113702400	Structural concrete, placing, spread footing, direct chute, under 1 C.Y., includes leveling (strike off) & consolidation, excludes material	15.00	C.Y.	$48.94	$734.10
312216101150	Fine grading, fine grade for slab on grade, hand grading	17.00	S.Y.	$2.75	$46.75

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
321123230301	Base course drainage layers, aggregate base course for roadways and large paved areas, crushed stone base, compacted, crushed 1-1/2" stone base, to 4" deep	17.00	S.Y.	$6.20	$105.40
321123230301	Base course drainage layers, aggregate base course for small and irregular areas, add	1.00		$0.97	$16.41
Category: Sun City Lights Pueblo Viejo Park > Concrete Seat Wall Subtotal					**$14,859.90**
Category: Sun City Lights Pueblo Viejo Park > Stone Monument Sign					
323253100500	Stone retaining walls, cut stone, to 6' high, 1'-6" thick, dry set, includes excavation, concrete footing and stone, 3' below grade Price is exposed face area	32.00	S.F.	$154.91	$4,957.12
Category: Sun City Lights Pueblo Viejo Park > Stone Monument Sign Subtotal					**$4,957.12**
Category: Sun City Lights Pueblo Viejo Park > Irrigation and Landscape > Irrigation					
101426100025	Post & panel/pylon signage, alum. panel, 1/8" thk., 24"x18", interlocking, (2) 72" h al. posts	1.00	Ea.	$223.74	$223.74
328413100101	Water existing trees and lawn during construction	2.00	Week	$1,000.00	$2,000.00
328413100951	Third-party irrigation audit	1.00	Ea.	$2,000.00	$2,000.00
328423100801	Main line (2" press pipe, 14G wire)	230.00	L.F.	$13.91	$3,199.30
328423100901	Auto valves (1" valve, pressure regulator, Sch 80 union, tan valve boxes, male adapters, 1/2" PVC 40)	5.00	Ea.	$710.00	$3,550.00
328423101021	Quick Coupling (1" quick coupling, swing joint, tags, 1" sch 40 pipe, valve box)	2.00	Ea.	$605.00	$1,210.00
328423101031	Flush Valve (3/4 hose, PVC nipple, 90 elbow, Indicator)	7.00	Ea.	$164.29	$1,150.03
328423101041	Drips (8 outlet w/ plugs, 6 outlet w/ plug, PVC 80 nipples, 300 Ft of tubbing, stake, ¼" tube)	50.00	Ea.	$67.00	$3,350.00
328423101051	Rotors (rotor, ¾" turf swivel joint)	7.00	Ea.	$157.15	$1,100.05
328423101061	Spray (8 rotator, 17 ½" turf swivel joint)	17.00	Ea.	$108.82	$1,849.94
328423101071	Lateral Fittings (3/4" press pipe, 1" press pipe, 1 ¼" pipe, 1-½" pipe, 30% fittings)	1,660.00	L.F.	$1.84	$3,054.40
328423101081	Controller (500 14G red wire, 500 12G white wire, 2" sch 40 conduit pipe)	1,000.00	L.F.	$2.95	$2,950.00
328423101111	Sleeving (1 ½" press pipe, 2 ½" press pipe)	100.00	L.F.	$21.90	$2,190.00
Category: Sun City Lights Pueblo Viejo Park > Irrigation and Landscape > Irrigation Subtotal					**$27,827.46**
Category: Sun City Lights Pueblo Viejo Park > Irrigation and Landscape > Landscape					
329113160761	Install 2"-4" Desert Tan	4,500.00	S.F.	$3.50	$15,750.00
329113160763	Install 1"-3" Desert Tan	4,850.00	S.F.	$1.35	$6,547.50
329113160765	Install 3"-6" Cobblestone desert tan	930.00	S.F.	$4.00	$3,720.00
329113160767	Install Bermuda tiff tuff sod	1,710.00	S.F.	$2.25	$3,847.50

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
329113161051	Soil preparation, mulching, filter fabric weed barrier	10,280.00	S.F.	$0.23	$2,364.40
329119130801	Topsoil placement and grading, loam or topsoil screened, 6" deep, furnish and place, truck dumped	1,710.00	S.F.	$0.85	$1,453.50
329343100305	1 Gal Yellow Lantana	47.00	Ea.	$25.00	$1,175.00
329343100307	1 Gal Paprika Yarrow	24.00	Ea.	$25.00	$600.00
329343100309	1 Gal Purple Poppy Mallow	19.00	Ea.	$25.00	$475.00
329343100311	5 Gal Lantana	19.00	Ea.	$55.00	$1,045.00
329343100311	1 Gal White Guara	49.00	Ea.	$25.00	$1,225.00
329343100313	5 Gal Lynn Legacy	30.00	Ea.	$55.00	$1,650.00
329343300951	2" Velvet mesquite	3.00	Ea.	$575.00	$1,725.00
329343300953	2" Afghan Pine min	9.00	Ea.	$600.00	$5,400.00
329343300955	2" Palo Verde	5.00	Ea.	$575.00	$2,875.00
Category: Sun City Lights Pueblo Viejo Park > Irrigation and Landscape > Landscape Subtotal					**$49,852.90**
Category: Sun City Lights Pueblo Viejo Park > Concrete Seat Wall					
030513200600	Concrete admixture, integral colors, dry pigment, 5 lb. bag, includes material only	80.00	Ea.	$43.91	$3,512.80
031113854000	C.I.P. concrete forms, wall, radial, smooth curved, job built plywood, to 8' high, 1 use, includes erecting, bracing, stripping and cleaning	462.00	SFCA	$14.38	$6,643.56
032111500700	Reinforcing steel, cut, bent and delivered, A615, grade 60, material only	0.50	Ton	$2,445.28	$1,222.64
033113350300	Structural concrete, ready mix, heavyweight, 4000 psi, includes local aggregate, sand, Portland cement (Type I) and water, delivered, excludes all additives and treatments	14.00	C.Y.	$159.42	$2,231.88
033113702400	Structural concrete, placing, spread footing, direct chute, under 1 C.Y., includes leveling (strike off) & consolidation, excludes material	14.00	C.Y.	$48.94	$685.16
312216101150	Fine grading, fine grade for slab on grade, hand grading	17.00	S.Y.	$2.75	$46.75
321123230301	Base course drainage layers, aggregate base course for roadways and large paved areas, crushed stone base, compacted, crushed 1-1/2" stone base, to 4" deep	17.00	S.Y.	$6.20	$105.40
321123230301	Base course drainage layers, aggregate base course for small and irregular areas, add	1.00		$0.97	$16.41
Category: Sun City Lights Pueblo Viejo Park > Concrete Seat Wall Subtotal					**$14,464.60**
Category: Sun City Lights Pueblo Viejo Park > Pathway Structures > Pathway Structures Foundation					
031113854000	C.I.P. concrete forms, wall, radial, smooth curved, job built plywood, to 8' high, 1 use, includes erecting, bracing, stripping and cleaning	120.00	SFCA	$14.38	$1,725.60
032111500700	Reinforcing steel, cut, bent and delivered, A615, grade 60, material only	0.75	Ton	$2,445.28	$1,833.96

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
033113350300	Structural concrete, ready mix, heavyweight, 4000 psi, includes local aggregate, sand, Portland cement (Type I) and water, delivered, excludes all additives and treatments	18.00	C.Y.	$159.42	$2,869.56
033113702400	Structural concrete, placing, spread footing, direct chute, under 1 C.Y., includes leveling (strike off) & consolidation, excludes material	18.00	C.Y.	$48.94	$880.92
312316130050	Excavating, trench or continuous footing, common earth, 3/8 C.Y. excavator, 1' to 4' deep, excludes sheeting or dewatering	23.00	B.C.Y.	$11.46	$263.58
Category: Sun City Lights Pueblo Viejo Park > Pathway Structures > Pathway Structures Foundation Subtotal					**$7,573.62**
Category: Sun City Lights Pueblo Viejo Park > Pathway Structures > Pathway Structures					
055821050111	Pathway Structure A" consisting of 14 curved HSS 3" x 3" x 3/16" (with variable heights ranging from min. 4'-2" to max 10'-3") each tube rolled with variable radii with welded end caps. Structure to be powder coated.	1.00	Ea.	$11,353.00	$11,353.00
055821050113	Pathway Structure "B" consisting of 26 curved HSS 3" x 3" x 3/16" (with variable heights ranging from min. 4'-3" to max 10'-3") each tube rolled with variable radii with welded end caps. Structure to be powder coated.	1.00	Ea.	$22,837.00	$22,837.00
055821050115	Pathway Structure "C" consisting of 45 curved HSS 3" x 3" x 3/16" (with variable heights ranging from min. 4'-4" to max 10') each tube rolled with variable radii with welded end caps. Structure to be powder coated.	1.00	Ea.	$39,150.00	$39,150.00
055821050117	Pavilion Structure, 48 HSS 3" x 3" x 3/16" with end caps perlin, HSS 4" x 4" x 3/16" angled columns, HSS 6" x 3" x 1/4" curved main beams, HSS 5" x 5" x 3/16" straight columns, HSS 8" x 3" x 1/4" beams & beams powder coated	1.00	Ea.	$93,104.00	$93,104.00
055821050119	Material and labor to fabricate and install 9" x 5.5" cut letters "PUEBLO VIEJO PARK" from 1/8" corten steel and sign reading "SUN CITY LIGHTS"	1.00	Ea.	$7,410.00	$7,410.00
055821050121	Shop Drawings and Engineering Stamp	1.00	Ea.	$13,940.00	$13,940.00
Category: Sun City Lights Pueblo Viejo Park > Pathway Structures > Pathway Structures Subtotal					**$187,794.00**
Category: Sun City Lights Pueblo Viejo Park > Electrical					
260519550151	Electrical power conductors and cables, homeruns 1 PH, 120V, 20A, lighting contactors 220V 2 poles, J-boxes	1,000.00	L.F.	$10.96	$10,960.00
262416300151	Installation of surface mount passive infrared motion sensor	6.00	Ea.	$255.00	$1,530.00
262713100101	Electrical service 220 V, includes 2" wheaterhead, 2" wire support, IMR conduit, bypass meter, electric panel 220V 110A 3R, cable THHN #3	1.00	Ea.	$4,500.00	$4,500.00
265619550101	Labor to install in-ground and underground lighting fixtures	51.00	Ea.	$584.00	$29,784.00
265626200811	Light Fixture Package: 22ea In-ground LED linear RGB high efficiency, 23ea Underground pathway LED, 6ea In-ground mounted LED light RGB Uplight, 6 ea Infrared motion sensors and lighting control equipment and programing services	1.00	Ea.	$54,923.76	$54,923.76

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
330597151153	Provide and install 7"x24'x3/16" steel plate lighting protection for in-ground light fixture ID L1	22.00	Ea.	$220.00	$4,840.00
Category: Sun City Lights Pueblo Viejo Park > Electrical Subtotal					**$106,537.76**
Category: Sun City Lights Pueblo Viejo Park > Utility Pad and Fence					
031113653000	C.I.P. concrete forms, slab on grade, edge, wood, to 6" high, 4 use, includes erecting, bracing, stripping and cleaning	31.00	L.F.	$2.59	$80.29
033923130300	Concrete surface treatment, curing, sprayed membrane compound	0.55	C.S.F.	$21.33	$11.73
320610100400	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 4,000 psi, 6" thick, excludes base	55.00	S.F.	$7.51	$413.05
321123230301	Base course drainage layers, aggregate base course for roadways and large paved areas, crushed stone base, compacted, crushed 1-1/2" stone base, to 4" deep	7.00	S.Y.	$6.01	$42.07
321123230301	Base course drainage layers, aggregate base course for small and irregular areas, add	1.00		$0.87	$6.09
323113200800	Fence, chain link industrial, galvanized steel, 6 ga. wire, 2" posts @ 10' OC, 6' high, includes excavation, & concrete, excludes barbed wire	26.00	L.F.	$39.32	$1,022.32
323113800120	Chain link fence, gates, residential, single, 5', includes concrete, hinges, latch and post hardware	1.00	Ea.	$477.65	$477.65
Category: Sun City Lights Pueblo Viejo Park > Utility Pad and Fence Subtotal					**$2,053.20**
Subtotal					**$496,790.86**
General Contractor's Markup on Subs				**0.00%**	**$0.00**
Subtotal					**$496,790.86**
General Conditions				**0.00%**	**$0.00**
Subtotal					**$496,790.86**
General Contractor's Overhead and Profit				**31.30%**	**$155,495.54**
Grand Total					**$652,286.40**

File #: 26-0384, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

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

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Real Estate

AGENDA DATE: 4/1/26

PUBLIC HEARING DATE: 4/14/26

CONTACT PERSON NAME: Mary Lou Espinoza **PHONE NUMBER:** 915-212-0825

2nd CONTACT PERSON NAME: Mandy Contreras **PHONE NUMBER:** 915-212-1874

DISTRICT(S) AFFECTED: 2

AGENDA ITEM:

An ordinance authorizing the conveyance of real property owned by the City of El Paso to Victor Hugo Duran Salcedo and Maricruz Moreno Sanchez, for the purchase price of $39,228.00; such real property legally described as LOTS 14 AND 15, BLOCK 3, MAP OF HUGHES SUBDIVISION OUT OF BLOCK 2, ALAMEDA ACRES, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS.

ISSUE STATEMENT:

City Council is asked to approved an ordinance that authorizes the City Manager, or designee, to effectuate the sale and closing of real property owned by the City of El Paso to Victor Hugo Duran Salcedo and Maricruz Moreno Sanchez. Approval will result in $39,228.00 of revenue for the City.

BACKGROUND:

The City of El Paso desires to sell the real property parcel municipally identified as 228 Glenwood (PID 162886) consisting approximately of 0.12 acres of vacant land, that is proposed to be conveyed to Victor Hugo Duran Salcedo and Maricruz Moreno Sanchez. The Property was reviewed by City Council in Executive Session on September 29, 2025.

The parcel was marketed through a licensed real estate broker in accordance with the Texas Local Government Code, Sections 253.014(b) and (d), which authorizes a home-rule municipality to contract with a broker for sale of municipality property and to sell such property after it has been listed for at least 30 days on a multiple-listing service to a qualified buyer submitting the highest cash offer.

COUNCIL OPTIONS:

1. Approve the sale as presented
2. Decline approval and retain property as part of City inventory
3. Decline approval and direct staff to return with alternative options for land utilization

COMMITTEE REVIEW AND/OR RECOMMENDATION:

The property was vetted by multiple City departments through the Capital Assets & Real Estate (CARE) Committee. It has been identified as surplus property with no potential use for future City projects.

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

Not Applicable

RELATED CITY POLICIES:

City Real Estate policy, Texas Local Government Code Sections 253.014

PRIOR COUNCIL ACTION:

The property was reviewed by City Council in Executive Session on September 29, 2025.

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

Not applicable - this is a revenue generating item

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

None - see attached Disclosure of Campaign Contributions and Donations Form.

NAME	AMOUNT ($)

ATTACHMENTS:

A) Disclosure of Campaign Contributions and Donations Form
B) Ordinance
C) Contract of Sale and exhibits

FOR MORE INFORMATION:

Mary Lou Espinoza (915) 212-0825 EspinozaM@elpasotexas.gov

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

SIGNATURE: _____

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

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

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

Definitions:

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

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

Contributor / Donor Information:

Full Name: Victor Hugo Duran Salcedo manuel Moreno Sanchez

Business Name: _____

Agenda Item Type: _____

Relevant Department: _____

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

☒ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

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

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____ Date: 02-21-2026

Mowery Marene L.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO VICTOR HUGO DURAN SALCEDO AND MARICRUZ MORENO SANCHEZ, FOR THE PURCHASE PRICE OF $39,228.00; SUCH REAL PROPERTY LEGALLY DESCRIBED AS LOTS 14 AND 15, BLOCK 3, MAP OF HUGHES SUBDIVISION OUT OF BLOCK 2, ALAMEDA ACRES, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS.

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

That the City Manager, or designee, is authorized to effectuate the sale and closing of the property legally described as Lots 14 and 15, Block 3, MAP OF HUGHES SUBDIVISION OUT OF BLOCK 2, ALAMEDA ACRES, an Addition to the City of El Paso, El Paso County, Texas, such property being owned by the City of El Paso, for the purchase price of $39,228.00. Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with Victor Hugo Duran Salcedo and Maricruz Moreno Sanchez, (2) sign any and all documents necessary to effectuate the sale and closing of the property, and (3) exercise all rights and obligations as provided in the Contract of Sale; and (4) sign any contract amendments that do not affect the sale price, including but not limited to, time extensions associated with due diligence periods.

ADOPTED this _____ day of _____ 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Mary Lou Espinoza, Capital Assets Manager
Real Estate Division

ORDINANCE NO. _____
HQ 6569 | Tran #632579 | Real Estate
228 Glenwood Street- Ordinance
RAB

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT OF SALE
228 N Glenwood Street

This Contract of Sale ("**Agreement**") is made this _____ day of _____, 2026 ("**Effective Date**") between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas ("**Seller**") and Victor Hugo Duran Salcedo and Maricruz Moreno Sanchez ("**Buyer**"). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

The parties agree as follows:

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

A. Subject to the terms of this Agreement, the Seller will sell to the Buyer and the Buyer will purchase from the Seller the property described as follows:

1. Lots 14 and 15, Block 3, MAP OF HUGHES SUBDIVISION OUT OF BLOCK 2, ALAMEDA ACRES, an Addition to the City of El Paso, El Paso County, Texas, as further described in **Attachment "A"**, the "**Property**".

SECTION 2. PURCHASE PRICE AND TITLE COMPANY.

A. The Buyer will pay the Seller a total amount of $39,228.00 for the Property ("**Purchase Price**"). The Purchase Price above is to be paid by the Buyer to the Seller through the Title Company selected by the Seller ("**Title Company**") at the Closing of this Agreement.

B. The Buyer will submit a check to the Title Company in the amount of $400.00 ("**Deposit**"), within 15 calendar days of the Effective Date. The Title Company will hold the Deposit in an escrow to be applied as provided by this Agreement. If the sale of the Property is in accordance with the provisions in this Agreement, then the Title Company will apply the Deposit to the Purchase Price of the Property at Closing.

C. The Title Company will act as the escrow holder in this transaction. The Seller will deliver signed copies of this Agreement to the Title Company which will serve as instructions for the closing of this transaction.

SECTION 3. SELLER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. To the best of the Seller's knowledge the Seller warrants to the Buyer that:

1. The Seller has the full right to convey the Property, as such the Buyer's rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;

2. No leasehold rights or interests have been granted and are currently in effect involving the Property;

3. No work has been performed on the Property or any materials have been provided for work on the Property that could result in a mechanic's or materialman's lien;
4. There are no pending claims of damage to property or injury to person occurring on the Property;

5. The Seller has not received any notices of condemnation regarding the Property; and

6. There are no unpaid utility bills or unfulfilled maintenance contracts regarding the Property.

7. Property Sold "As Is". **THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS", "WHERE IS" TRANSACTION. BUYER ACKNOWLEDGES AND AGREES THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, THE PURCHASE OF THE PROPERTY SHALL BE ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS" BASIS, SUBJECT TO ORDINARY WEAR AND TEAR FROM THE EFFECTIVE DATE UNTIL CLOSING, AND (B) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, SELLER HAS NO OBLIGATION TO REPAIR ANY DAMAGE TO OR DEFECT IN THE PROPERTY, REPLACE ANY OF THE PROPERTY OR OTHERWISE REMEDY ANY MATTER AFFECTING THE CONDITION OF THE PROPERTY. THIS PROVISION SHALL BE DEEMED TO SURVIVE THE CLOSING.**

B. OBLIGATIONS. The Seller will comply with the following obligations:

1. Within 15 business days of the Effective Date, the Seller will deliver the following documents to the Buyer, if such documents exist:

    a. Any "as-built" plans for any improvements on the Property, if any;

    b. Tax bills showing the amount of the current real property tax and the assessed value of the land; and

    c. All environmental reports of the Property and the improvements on the Property.

2. If the Seller has contracted a real estate broker or agent to represent the Seller in the transaction of this Agreement, then the Seller is responsible for the payments of that contract.

C. RIGHTS.

1. The Seller may select the Title Company that will assist with the sale of the Property. The Seller will forward this Agreement to the Title Company to be used at escrow instructions.

SECTION 4. BUYER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. The Buyer warrants that:

1. There will be no unpaid bills or claims in connection with the inspection of the Property;

B. OBLIGATIONS. The Buyer will comply with the following obligations:

1. **AFTER THE CLOSING, THE BUYER WILL BE RESPONSIBLE FOR ALL ENVIRONMENTAL MATTERS THAT ARISE, EVEN IF SUCH ENVIRONMENTAL MATTERS WERE KNOWN BEFORE THE CLOSING. AFTER THE CLOSING, THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM LIABILITY FROM ENVIRONMENTAL PROBLEMS THAT AFFECT THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. THE BUYER INDEMNIFIES, HOLDS HARMLESS AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF THE SELLER'S REPRESENTATIVES. THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON THE SELLER IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.**

2. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that contract.

C. RIGHTS. The Buyer is responsible for all costs associated with exercising the following rights:

1. INSPECTION. The Buyer may inspect the Property within 30 days of the Effective Date of this Agreement ("**Inspection Period**"). The Buyer will be responsible for all expenses related to the inspection or any other examination of the Property. The Buyer will ensure that its representatives, agents, consultants, or any other persons related to the inspection of the Property, if any, have general liability insurance of at least $500,000.00 and property damage insurance of at least $500,000.00 during the Inspection Period. The Buyer will ensure the insurance policies are with an insurance provider that is licensed in the State of Texas and are acceptable to the Seller. The Seller disclaims any warranties regarding the condition of the Property and/or the suitability of the Property. The Buyer may terminate this Agreement during the Inspection Period in accordance to Section 5(A)(1). The Buyer acknowledges that the Buyer was given an opportunity to inspect the Property, and is relying on information gathered during the inspection and not information provided to the Buyer by the Seller. The Buyer acknowledges that the information the Buyer has obtained about the Property has been from a variety of sources and that the Seller makes to representation as to the accuracy of that information. **THE BUYER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY'S OFFICER'S AND EMPLOYEES FROM ANY THIRD PARTY CLAIMS RELATED TO ANY INSPECTIONS PERFORMED BY THE BUYER OR THE BUYER'S EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS. SUCH INDEMNIFICATION RESPONSIBILITY ON BUYER INCLUDES THE OBLIGATION TO PAY FOR ALL ATTORNEY'S FEES AND COURT COSTS INCURRED BY THE SELLER.**

2. TITLE INSURANCE. The Buyer will, at the Buyer's sole expense, order a current commitment for Title Insurance for the Property within 15 days of the Effective Date of this Agreement. The Buyer will send a copy of the title commitment and any documents related to title insurance to the Seller.

3. TITLE REVIEW PERIOD. The Buyer may review the commitment for title insurance within 15 days of receiving the commitment for title insurance ("**Title Review Period**") and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer's objections, if any. If the Buyer does not send the Seller a written notice with the Buyer's objections within the Title Review Period, then the parties will proceed with the purchase and sale of the Property in accordance with the provisions of this Agreement. If the Seller receives objections from the Buyer, then the Seller will perform one of the following within 14 calendar days of receiving Buyer's objections:

    a. Notify the Buyer that the Seller will cure the Buyer's objections before the Closing Date. If the Seller elects this option, then the Seller will cure the Buyer's objections before the Closing Date;

    b. Notify the Buyer that the Seller will cure the Buyer's objections, however the Seller and the Buyer must agree to postpone the Closing Date to allow the Seller enough time to cure the Buyer's objections. The Seller or the Buyer may

terminate this Agreement in accordance to Section 5(A)(3) if the Buyer refuses to postpone the Closing Date; or

c. Notify the Buyer that the Seller will not cure the Buyer's objections and that the Seller will terminate this Agreement in accordance with Section 5(A)(3).

SECTION 5. TERMINATION.

A. This Agreement may be terminated as provided in this Section.

1. TERMINATION DURING INSPECTION PERIOD. The Buyer may terminate this Agreement for any reason at any time only during the Inspection Period by providing written notice to the Seller. The Buyer may afford the Seller a certain time to cure any defects on the Property that are discovered and notified to the Seller during the Inspection Period. The Seller may cure the defects notified by the Buyer or choose to terminate this Agreement if the Seller refuses to cure the defects. If the Buyer affords the Seller the opportunity to cure any defects, then the Seller will notify the Buyer whether it will cure the defects or terminate this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

2. TERMINATION FOR CAUSE. Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following written notice allowing for 15 calendar days opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Deposit made by the Buyer. If the Buyer terminates this Agreement for cause, then the Seller will refund the deposit to the Buyer and such will be the Buyer's sole remedy under this Agreement.

3. TERMINATION DURING TITLE REVIEW PERIOD. If during the Title Review Period, the parties decide to terminate this Agreement in accordance with Section 4(C)(4), then the terminating party will send a written termination notice to the nonterminating party. The Buyer may terminate this Agreement if the Seller fails to perform the obligations under Section 4(C)(4) of this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

4. TERMINATION FOR CASUALTY. If any damages occur to the Property before the Closing Date due to fire or another casualty, then the parties may mutually agree to postpone the Closing Date to allow the Seller time to repair the damages. The Buyer may only terminate this Agreement if the repairs to the Property by the Seller will lead to the Closing Date being postponed. If the Buyer does not want to postpone the Closing Date to allow the Seller to remedy the damages, then the Buyer may terminate this Agreement by sending a termination notice to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will refund, or direct the Title Company to refund, the full

deposit to the Buyer.

SECTION 6. CLOSING.

A. Provided that the parties have not terminated this Agreement, the parties will meet all the obligations of this Agreement, including finalizing the sale and transfer of the Property ("**Closing**") within 30 calendar days following the expiration of the Title Review Period or such earlier date as may be specified by the Buyer by not less than five calendar days advance written notice to the Seller ("**Closing Date**"). A party's failure to meet all the obligations of this Agreement by or on the Closing Date is a breach of this Agreement.

B. SELLER'S OBLIGATIONS. Before or on the Closing Date the Seller will deliver the following to the Buyer through the Title Company:

1. A fully executed special warranty deed ("**Deed**") conveying title to the Property in a form substantially similar to the form included in this Agreement as **Attachment "B"**. The Deed will convey the Property subject to permitted exceptions and specifically excluding any water rights whatsoever;

2. The environmental reports, test results and disposal documentation with regard to the demolition and removal of asbestos from the site, if any;

3. All keys or other access devices in the possession of the Seller or its agents to the locks located on the Property, if any; and

4. Any other items requested by the Title Company reasonably necessary to finalize the closing of this Agreement.

C. BUYER'S OBLIGATIONS. At the closing of this Agreement the Buyer will deliver the following to the Seller through the Title Company:

1. The Purchase Price minus the Deposit that is being held by the Title Company.

2. All Closing Costs. The Buyer is responsible for paying all fees associated with the closing of this Agreement, including any Title Company escrow fees. The Buyer will be responsible for paying any fees related to recording the Deed.

3. Any other items requested by the Title Company to finalize the closing of this Agreement.

D. TAXES. General real estate taxes, if any, for the then current year relating to the Property will be prorated on midnight before the Closing Date. If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Land and Improvements. Within 30 Business Days after the actual taxes for the year in which the Closing occurs are determined, Seller and Buyer shall adjust the

proration of such taxes and Seller and Buyer, as the case may be, shall pay to the other any amount required as a result of such adjustment and this covenant shall not merge with the Deed delivered hereunder but shall survive the Closing. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller.

E. POSSESSION. Possession of the Property will be transferred to the Buyer from the Seller at the Closing of this Agreement, as such the Buyer acknowledges that the risk of loss transfers along with the possession of the Property.

SECTION 7. GENERAL PROVISIONS.

A. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.

B. INDEPENDENT CONTRACTOR RELATIONSHIP. This Agreement does not create an employee-employer relationship between the Buyer and the Seller. As such, the Seller is not subject to the liabilities or obligations the Buyer obtains under the performance of this Agreement.

C. TIME IS OF THE ESSENCE. The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement **"business days"** means Monday through Friday excluding City of El Paso holidays and **"calendar days"** means Monday through Sunday excluding City of El Paso holidays.

D. NOTICES. The parties will send all notices required by this Agreement in writing both postmarked and delivered by certified mail. All mailed notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

Seller:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890 CityManager1@elpasotexas.gov
Copy:	City Attorney City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890 CityAttorney@elpasotexas.gov

Copy:	City of El Paso Capital Assets Manager, Real Estate P.O. Box 1890 El Paso, Texas 79950-1890 RealEstate@elpasotexas.gov
To the Buyer:	Victor Hugo Duran Salcedo and Maricruz Moreno Sanchez 3257 Aurora Ave, El Paso, TX 79930 maricruz.moreno07@icloud.com

E. CONFIDENTIALITY. The Buyer acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).

F. GOVERNING LAW. This Agreement is governed by Texas law.

G. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.

H. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.

I. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.

J. GOVERNMENTAL FUNCTIONS. The parties agree that the Seller is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the Seller is entering into this Agreement as a governmental entity performing a governmental function.

K. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.

L. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

M. SUCCESSORS AND ASSIGNS. This Agreement is binding on the Seller and the Buyer, and the Buyer's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.

N. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries for this Agreement.

O. REPRESENTATIONS AND WARRANTIES. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.

P. COUNTERPARTS. The parties may execute this Agreement in counterparts.

Q. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

(Space left intentionally blank)

(Signatures begin on the following pages)

EXECUTED by City the ___ day of _____,2026

SELLER:
CITY OF EL PASO, TEXAS

By:_____
Dionne Mack
City Manager

APPROVED AS TO FORM:

Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Mary Lou Espinoza, Capital Assets Manager
Real Estate

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

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

_____
Notary Public, State of Texas

My commission expires:

_____

EXECUTED by Buyer the ___ day of _____, 2026

BUYER:
Victor Hugo Duran Salcedo and
Maricruz Moreno Sanchez

By: _____
Victor Hugo Duran Salcedo

By: _____
Maricruz Moreno Sanchez

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 20 day of Fedrucary, 2026 by Victor Hugo Duran Salcedo, **Buyer**.

Luis Mario Parra
Notary Public, State of Texas

My commission expires:

01-11-2027

LUIS MARIO PARRA
Notary Public, State of Texas
Comm. Expires 01-11-2027
Notary ID 134138574

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 20 day of Fedrucary, 2026 by Maricruz Moreno Sanchez, **Buyer**.

Luis Mario Parra
Notary Public, State of Texas

My commission expires:

01-11-2027

LUIS MARIO PARRA
Notary Public, State of Texas
Comm. Expires 01-11-2027
Notary ID 134138574

ATTACHMENT "A"
PROPERTY DESCRIPTION

Lots 14 and 15, Block 3, MAP OF HUGHES SUBDIVISION OUT OF BLOCK 2, ALAMEDA ACRES, an Addition to the City of El Paso, El Paso County, Texas, according to the Plat thereof recorded in Volume 13, Page 16, Real Property Records of El Paso County, Texas.

ATTACHMENT "B"
FOR EXHIBIT PURPOSES ONLY

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

SPECIAL WARRANTY DEED

Effective Date: _____, 2026

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

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

Grantee: Victor Hugo Duran Salcedo and Maricruz Moreno Sanchez

Grantee's Mailing Address: 3257 Aurora Ave
El Paso, TX 79930

PROPERTY (INCLUDING ANY IMPROVEMENTS):

Lots 14 and 15, Block 3, MAP OF HUGHES SUBDIVISION OUT OF BLOCK 2, ALAMEDA ACRES, an Addition to the City of El Paso, El Paso County, Texas, as more particularly described in **Attachment "A"**.

CONSIDERATION

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

EXCEPTIONS TO CONVEYANCE
To be added per title commitment.

RESERVATIONS TO CONVEYANCE
To be added.

WARRANTY AND CONVEYANCE

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and exceptions to warranty, GRANTS, SELLS, and CONVEYS to the GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging,

to have and hold it to the GRANTEE, the GRANTEE'S administrators, successors and assigns forever. The GRANTOR binds the GRANTOR and the GRANTOR'S successors and assigns to warrant and forever defend all and singular the Property to the GRANTEE and the GRANTEE'S administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor, but not otherwise.

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

IN WITNESS WHEREOF this Special Warranty Deed is executed this ____ day of _____, 2026.

GRANTOR:

CITY OF EL PASO

By: _____
Dionne Mack, City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF EL PASO)

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

_____
Notary Public in and for the State of Texas

My Commission expires: _____

AFTER RECORDING, RETURN TO:

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

File #: 26-0389, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

An Ordinance granting Special Permit No. PZST25-00012, to allow for infill development with reduction to the lot depth and front, rear, and side setbacks on the property described as Lot 10, Block 93, First Supplemental Map of Franklin Heights Addition, 2000 Grandview Avenue, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.280 infill development of the El Paso City Code. The penalty being as provided for in Chapter 20.24 of the El Paso City Code.

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

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Planning and Inspections

AGENDA DATE: 4/1/26

PUBLIC HEARING DATE: 4/28/26

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

2nd CONTACT PERSON NAME: Jose Beltran **PHONE NUMBER:** (915) 212-1607

DISTRICT(S) AFFECTED: 8

AGENDA ITEM:

An Ordinance granting Special Permit No. PZST25-00012, to allow for infill development with reduction to the lot depth, and reduction to the front, rear, and side yard setbacks on the property described as Lot 10, Block 93, First Supplemental Map of Franklin Heights Addition, 2000 Grandview Avenue, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.280 infill development of the El Paso City Code. The penalty being as provided for in Chapter 20.24 of the El Paso City Code.

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

ISSUE STATEMENT:

The applicant is requesting approval of a special permit and detailed site development plan for the property at 2000 Grandview Avenue under the infill development policy with requested reduction to the lot depth, and reductions to the front, rear, and side yard setbacks requirements to allow for a proposed duplex. The request is being reviewed in accordance with El Paso City Code Title 20 - Zoning and Plan El Paso, the City's Comprehensive Plan. City Plan Commission (CPC) recommended unanimous approval of this request.

BACKGROUND:

The applicant is requesting approval of a special permit and detailed site development plan under the infill development policy with requested reduction to the lot depth, and reductions to the front, rear, and side yard setbacks requirements to allow for a proposed duplex use development. The proposed special permit meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

As of March 17, 2026, the Planning Division has received (1) phone call of inquiry and one (1) phone call in opposition to the special permit and detailed site development plan requests. See attached staff report for additional information.

COUNCIL OPTIONS:

Approve - (Staff and CPC recommendation)
Approve with Conditions
Deny

COMMITTEE REVIEW AND/OR RECOMMENDATION:

City Plan Commission recommended 6-0 to approve the proposed special permit and detailed site development plan requests on January 29, 2026.

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

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

RELATED CITY POLICIES:

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

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

See attached.

NAME	AMOUNT ($)

ATTACHMENTS:

A. Ordinance and Detailed Site Plan
B. Staff Report
C. Contribution Form

FOR MORE INFORMATION:

Luis Zamora, Chief Planner (915) 212-1552 ZamoraLF@elpasotexas.gov

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

SIGNATURE: Philip Etiwe

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

ORDINANCE NO. _____

AN ORDINANCE 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.

WHEREAS, Emilio Montes Corral, have applied for a Special Permit for infill development under Section 20.10.280 of the El Paso City for a duplex use with reduction to the lot depth and front, rear and side setbacks; and,

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

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

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

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

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

1. That the property described as follows is in a R-5 (Residential) Zone District:

   Lot 10, Block 93, First Supplemental Map of Franklin Heights Addition, 2000 Grandview Avenue, *City of El Paso, El Paso County, Texas.*

2. That the City Council hereby grants a Special Permit under Sections 20.04.320 of the El Paso City Code, to allow an infill development for a duplex use with reduction to the lot depth and front, rear and side setbacks; and,

3. That this Special Permit is issued subject to the development standards in the R-5 (Residential) District regulations and is subject to the approved Detailed Site Development Plan, signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes; and,

4. That if at any time the Owners fail to comply with any of the requirements of this Ordinance, Special Permit No. PZST25-00012 shall automatically terminate, and construction shall stop or occupancy shall be discontinued, until any such violation ceases; and,

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

ADOPTED this _____ day of _____, 2026.

THE CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

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

AGREEMENT

Emilio Montes Corral, referred to in the above Ordinance, hereby agree to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the R-5 (Residential) District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 18th day of February, 2026.

Emilio Montes Corral:

By: Emilio Montes Corral owner
(name/title)

(signature)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 18th day of February, 2026, by Rocio Mendia, for Emilio Montes Corral, as Owner.

My Commission Expires:

Rocio Mendia
Notary Public, State of Texas

[illegible]
NOTARY ID#: 132307233
In and for the State of Texas
My commission expires
JULY 21, 2026

Notary's Printed or Typed Name:
Rocio Mendia

EXHIBIT "A"

SPACE	
	AREA SF. PER UNIT
UNIT A	1,157.95 SF
UNIT B	1,136.39 SF
FRONT PORCH	80.00 FT.
PATIO PORCH	78.75 FT.

TOTAL GROSS FLOOR AREA= 2,453.09 SF
TOTAL LOT AREA= 4,537.51 SF

2.10 SELECTIVE DESIGN GUIDELINES

— FOR PROJECTS IN RESIDENTIAL DISTRICTS THE APPLICANT SHALL DEMONSTRATE THAT THE PARCEL HAS BEEN VACANT OR UNDERDEVELOPED FOR NO LESS THAN 15 YRS. FOR PURPOSES OF THIS GUIDELINE ONLY, UNDERDEVELOPED SHALL BE DEFINED AS PARCELS WHICH DO NOT MEET THE MAXIMUM DENSITY PERMITTED IN THE BASE ZONING DISTRICT.
THE PROPERTY IS ZONED R-5 (RESIDENTIAL), NEVER BEING DEVELOPED

— The project shall demonstrate compliance with one of the architectural styles defined in the Community Design Manual of Plan El Paso, IN THIS CASE, CONTEMPORARY AND ECLECTIC STYLE (simple volumes, little or no ornamentation, large expanses of glass)

— The total width of the primary structure shall be greater than or equal to 80% of the total lot width along the main street. For the purposes of this calculation, any necessary vehicular access driveway shall be subtracted from the total lot width.
Total lot width= 137.50'
Total house width, including patio porchs= 110.0'
80 % of total lot width=110.0'

DESIGN CRITERIA

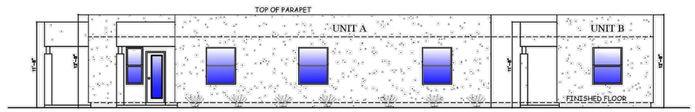
1.1 ON SITE PARKING IS PROVIDED INSIDE THE PROPERTY, PARKING FROM THE REAR CANNOT BE PROVIDED DUE TO THE ELEVATION.

1.2 BUILDING SHALL BE PLACED ON THE LOT SUCH THAT THE PRINCIPAL ORIENTATION IS TOWARD THE MAIN STREET AND THE PRINCIPAL ENTRANCE IS FROM THE SIDEWALK.

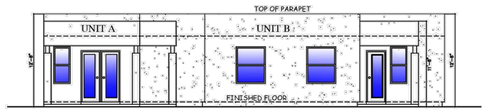
1.3 FOR PROPOSALS ABUTTING EXISTING RESIDENTIAL DEVELOPMENT THE FRONT BUILDING SETBACK HALL NOT DEVIATE FROM THE AVERAGE FRONT SETBACK OF LOTS WITHIN THE SAME BLOCK AS THE PROPOSED DEVELOPMENT BY MORE THAN 15%.

NOTE:
THE SUBJECT PROPERTY IS THE ONLY ONE FRONTING GRANDVIEW AVENUE

CONTEMPORARY STYLE



FRONT ELEVATION



LEFT ELEVATION

SETBACK TABLE: R-5		
SETBACK	MINIMUM	PROPOSED
FRONT	10'-0" FT.	**0'-0" FT.**
BACK	10'-0" FT.	**4'-4" FT.**
SIDE	5'-0" FT.	**3'-0" FT.**
CUMULATIVE FRONT & REAR	45'-0" FT.	**4'-4" FT.**

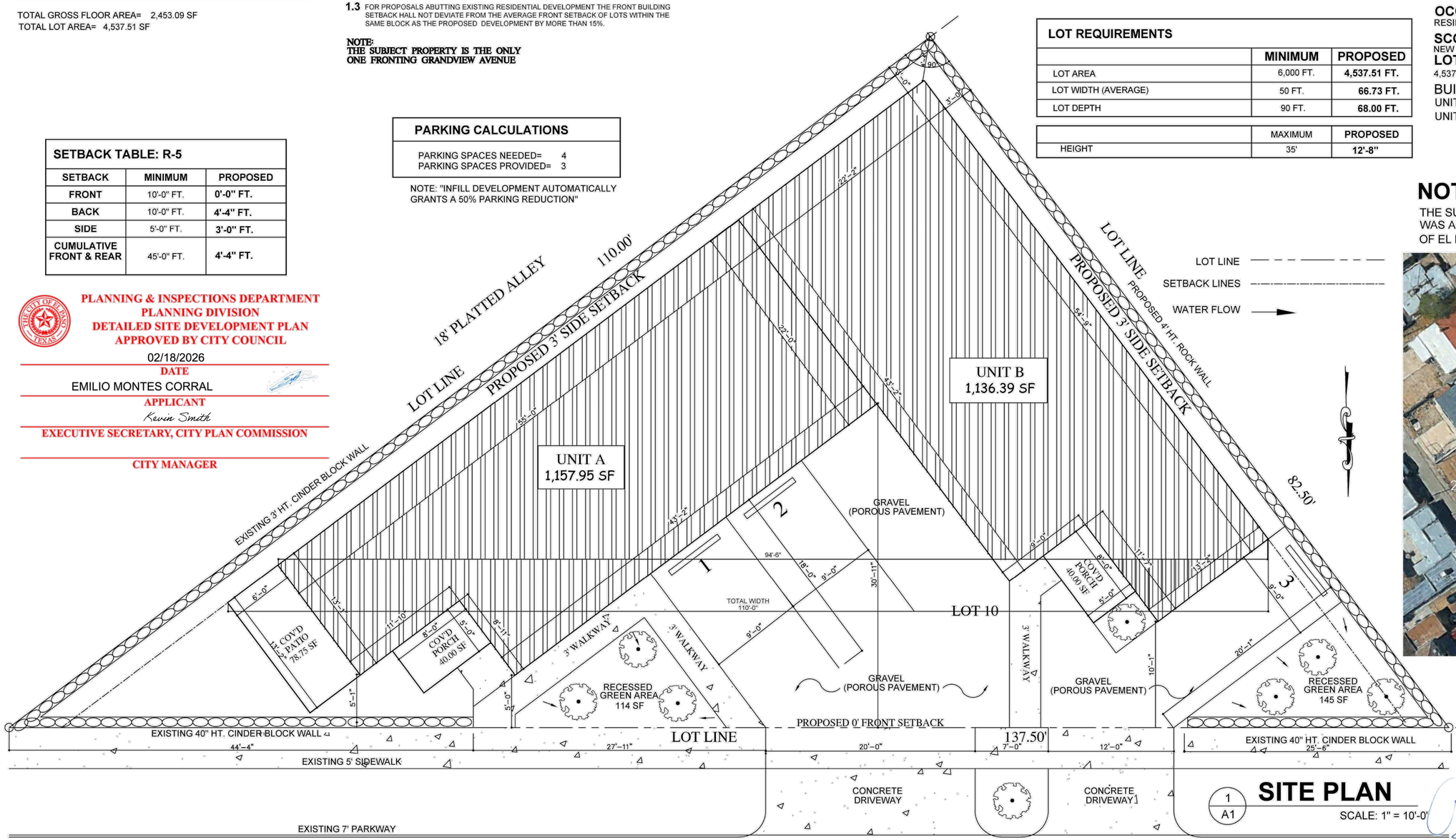
PARKING CALCULATIONS	
PARKING SPACES NEEDED=	4
PARKING SPACES PROVIDED=	3

NOTE: "INFILL DEVELOPMENT AUTOMATICALLY GRANTS A 50% PARKING REDUCTION"

LOT REQUIREMENTS		
	MINIMUM	PROPOSED
LOT AREA	6,000 FT.	**4,537.51 FT.**
LOT WIDTH (AVERAGE)	50 FT.	**66.73 FT.**
LOT DEPTH	90 FT.	**68.00 FT.**

	MAXIMUM	PROPOSED
HEIGHT	35'	**12'-8"**

PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
DETAILED SITE DEVELOPMENT PLAN
APPROVED BY CITY COUNCIL
02/18/2026
DATE
EMILIO MONTES CORRAL
APPLICANT
Kevin Smith
EXECUTIVE SECRETARY, CITY PLAN COMMISSION
CITY MANAGER



GRANDVIEW AVE.

LOT LINE
SETBACK LINES
WATER FLOW



LOCATION

LOCATION

NOTE:

THE SUBJECT PROPERTY WAS ANNEXED BY THE CITY OF EL PASO PRIOR TO 1955

APPLICABLE CODE:

2021 INTERNATIONAL RESIDENTIAL CODE

PROJECT DATA
APPLICABLE CODES
IRC 2021
IFC 2021

PROJECT ADDRESS
2000 GRANDVIEW AVENUE
EL PASO, TX. 79902

LEGAL DESCRIPTION
LOT 10, BLOCK 93, FRANKLIN HEIGHTS ADD.
PROP. ID.: 413325
GEO ID.: F60799909303100

ZONING R-5

OCCUPANCY
RESIDENTIAL

SCOPE OF WORK
NEW CONSTRUCTION- DUPLEX

LOT AREA
4,537.51 SF

BUILDING AREA
UNIT A= 1,157.95 SF
UNIT B= 1,136.39 SF

PROPOSED DUPLEX
2000 GRANDVIEW AVENUE
LOT 10, BLOCK 93, FRANKLIN HEIGHTS ADD.
EL PASO,TX 79902

JANUARY 8, 2026
SCALE: 1" = 10'-0"
DETAILED SITE PLAN

1 / A1 **SITE PLAN** SCALE: 1" = 10'-0"

ARMANDO GARCIA 86918 LICENSED PROFESSIONAL ENGINEER
03-04-2026

D-1

SHT. 1 OF 1

2000 Grandview

City Plan Commission — January 29, 2026 SPECIAL PERMIT

CASE NUMBER:	**PZST25-00012**
CASE MANAGER:	Jose Beltran, (915) 212-1607, BeltranJV@elpasotexas.gov
PROPERTY OWNER:	Emilio Montes
REPRESENTATIVE:	Lorena Armenta
LOCATION:	2000 Grandview Ave. (District 8)
PROPERTY AREA:	0.10 acres
EXISTING ZONING:	R-5 (Residential)
REQUEST:	Special Permit and Detailed Site Development Plan approval for Infill Development with a reduction to the lot depth and front, rear, and side setbacks in the R-5 (Residential) zone district
RELATED APPLICATIONS:	None
PUBLIC INPUT:	One (1) phone call of inquiry and one (1) phone call in opposition received as of January 22, 2026

SUMMARY OF REQUEST: The applicant is requesting a Special Permit and Detailed Site Development Plan approval for an Infill Development with a reduction to the lot depth and the front, rear and side setbacks for a proposed use of a duplex in an R-5 (Residential) zone district.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the Special Permit and Detailed Site Development Plan for Infill Development with a reduction to the lot depth and front, rear, and side setbacks in the R-5 (Residential) zone district. The proposal meets all the requirements of El Paso City Code Sections 20.04.320 – Special Permit, 20.04.150 – Detailed Site Development Plan, and 20.10.280 – Infill Development. The proposed development is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan.



Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting review and approval of a Special Permit and Detailed Site Development Plan for Infill Development in a R-5 (Residential) zone district to allow for a duplex. The subject property is currently vacant. The Detailed Site Development Plan (Attachment 2) illustrates a proposed one-story structure with a maximum height of twelve-feet, eight inches (12'-8"), consisting of two (2) dwelling units totaling 2,453.09 square feet of gross floor area. The following table summarizes the reductions being requested:

R-5 (Residential) Zone District – Two-family dwelling (Duplex)		
Density/Dimensional Standard	**Required**	**Proposed**
District Area (min.)	6,000 *	4,537.51
Lot Width (average min.)	50 Feet	137.50
Lot Depth (min.)	**90 Feet**	**66.73**
Front Yard Setback (min.)	**10 Feet**	**0 Feet**
Rear Yard Setback (min.)	**10 Feet**	**4 Feet 4 Inches**
Cumulative Front & Rear Yard Setback (min.)	**45 Feet**	**4 Feet 4 Inches**
Side Yard Setback (min.)	**5 Feet**	**3 Feet**
Cumulative Side Yard Setback (min.)	N/A	N/A

*There shall be no minimum area requirement per Infill Development guidelines.
Note: Bold indicate requested reductions

In addition to the request above, the applicant qualifies for a parking reduction under the Infill Development provisions, which grant an automatic 50% reduction to the minimum parking requirements. The applicant is proposing three (3) parking spaces which represents a 25% reduction in parking from the four (4) spaces required. Vehicular and pedestrian access will be provided from Grandview Avenue. The Detailed Site Development Plan complies with all applicable standards of the El Paso City Code.

COMPLIANCE WITH SPECIAL PERMIT FOR INFILL DEVELOPMENT STANDARDS (EL PASO CITY CODE SECTION 20.10.280)	
Criteria	**Does the Request Comply?**
Location Criteria: An infill development may be located on any parcel of land which meets at least one of the location criteria.	Yes. The subject property was annexed into the City of El Paso prior to 1955.
Mandatory Design Requirement 1.1: Where on-site surface parking is proposed, it shall be located at the rear of the property and when possible, accessed via alleyway; or at the side of the property and screened in accordance with Section 21.50. 070.F5.	Yes. The Zoning Administrator granted an exception due to elevation constraints and irregular lot shape, the subject property is unable to provide on-site surface parking via the rear alleyway or side.
Mandatory Design Requirement 1.2: Buildings shall be placed on the parcels such that the principal orientation is toward the main street and the principal entrance is from the sidewalk.	Yes. The proposed development will orient the building toward Grandview Avenue and provide pedestrian pathways from the public sidewalk to each proposed duplex.
Mandatory Design Requirement 1.3: For proposals abutting existing residential development the front setback shall not deviate from the average front setback of lots within the same block as the proposed development by more than 15%.	Yes. The subject property is the only lot within the block that has frontage along Grandview Avenue. For this reason, the proposed front setback of the development will not affect the established average front setbacks in the area.
Selective Design Requirement 2.5: The total width of the primary structure shall be greater than or equal to 80% of the total lot width along the main street. For the purposes of this calculation, any necessary vehicular access driveway shall be subtracted from the total lot width.	Yes. The proposed development will provide a primary structure with a total width equal to or greater than 80% of the lot's width along the main street frontage. The total width of the proposed structure will be 110.0 feet, representing 80% of the total lot width of 137.50 feet.
Selective Design Requirement 2.6: The project shall demonstrate compliance with one of the architectural	Yes. The proposed Infill Development will comply with the architectural component requirements as outlined in the Community Design Manual of *Plan El Paso*. The

styles defined in the Community Design Manual of Plan El Paso.	single-story structure will adhere to the Contemporary Style and will include the required features.
Selective Design Requirement 2.10: For projects in residential districts, the applicant shall demonstrate that the parcel has been vacant or underdeveloped for no less than 15 years. For purposes of this guideline only, underdeveloped shall be defined as parcels which do not meet the maximum density permitted in the base zoning district.	Yes. The subject property has remained vacant for no less than 15 years and has never been developed.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (El Paso City Code 20.04.320.D)	
Criteria	**Does the Request Comply?**
1. The proposed development complies, except to the extent waived, varied or modified pursuant to the provisions of this title, with all of the standards and conditions applicable in the zoning district in which it is proposed to be located.	Yes. Aside from the requested reductions, the Detailed Site Development Plan complies with all applicable standards of the El Paso City Code.
2. Furthers *Plan El Paso* and applicable neighborhood plans or policies.	Yes. The request complies with recommendations of *Plan El Paso*, and the G-2, Traditional Neighborhood (Walkable) Future Land Use designation. The proposed development will integrate with existing single-family dwellings, while providing pedestrian access from Grandview Avenue to enhance and connect the streetscape.
3. Adequately served by and will not impose an undue burden upon public improvements.	Yes. The subject property has direct access to Grandview Avenue, which is classified as a local street on the City of El Paso's Major Thoroughfare Plan (MTP). The reviewing departments did not have any adverse comments and the existing infrastructure is deemed appropriate for the proposed use.
4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development.	Yes. No adverse impacts are anticipated from the approval of the proposed special permit and detailed site development plan. The proposed development will adhere to zoning requirements based on the detailed site development plan and will not impose a risk to neighboring properties.
5. The design of the proposed development mitigates substantial environmental problems.	Yes. The subject property does not involve greenfield areas, environmentally sensitive land, or arroyo disturbance.
6. The proposed development provides adequate landscaping and/or screening where needed.	Yes. The proposed development does not require landscaping per Section 18.46 of the El Paso City Code.
7. The proposed development is compatible with adjacent structures and uses.	Yes. The proposed use and building design are compatible with the surrounding properties in the immediate area. The surrounding area is comprised mostly of single-family dwellings and will maintain a residential character under the same R-5 (Residential) zone district.
8. The proposed development is not materially detrimental to the property adjacent to the site.	Yes. The proposed development is comparable in intensity and scale to the surrounding area and is not expected to create socioeconomic or physical impacts on neighboring properties.

COMPLIANCE WITH *PLAN EL PASO* GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **G-2, Traditional Neighborhood:** This sector includes the remainder of Central El Paso as it existing through World War II. Blocks are small and usually have rear alleys; buildings directly faced streets; schools, parks, and small shops are integrated with residential areas. This sector is well-suited for use of the SmartCode as a replacement for current zoning when planned in conjunction with specific neighborhood plans or identified in the Comprehensive Plan.	Yes. The proposed development meets the intent of the G-2, Traditional Neighborhood (Walkable) Future Land Use designation. The proposed development will integrate with nearby single-family dwellings. The principal structure will be oriented towards Grandview Avenue and provide enhanced pedestrian connectivity via dedicated pedestrian paths to each dwelling unit.
Compatibility with Surroundings: The current zoning district is compatible with those surrounding the site: **R-5 (Residential) District:** The purpose of the district is to promote and preserve residential development within the City to create basic neighborhood units. It is intended that the district regulations maintain a low density of dwelling units supporting a suburban-urban interface that permits developments utilizing varying lot configurations. The regulations of the district will permit primarily single-family and two-family residential areas, and recreational and institutional uses incidental to and serving the neighborhood.	Yes. The subject property is located in an area comprised mostly of properties that are zoned R-5 (Residential). The proposed duplex use is permitted by right in the R-5 (Residential) zone district and will complement existing and surrounding residential uses.
THE PROPOSED PROJECT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	The proposed development is not located within any historic or other special designation districts.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the request.	The proposed development is not expected to result in any adverse impacts on the surrounding community as it is predominantly residential.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve any greenfield areas, environmentally sensitive land, or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The surrounding area is generally stable, with only two properties undergoing rezonings in the past 10 years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The existing zoning district will remain unchanged. The special permit will permit development of the property as proposed.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property is located along Grandview Avenue, which is designated as a local street in the City of El Paso's Major Thoroughfare Plan (MTP) and

is adequate to support the proposed development. Pedestrian access will be provided from an existing five-foot (5') sidewalk along Grandview Avenue and vehicular access will also be provided from Grandview Avenue. Public transit is readily available, with four (4) bus stops located within a five-minute walking distance (0.25 miles) of the subject property. The nearest bus stop is located 0.07 miles away, at the corner of Grandview Avenue and Cotton Street.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were provided by the reviewing departments.

PUBLIC COMMENT: The subject property is located within the boundaries of the El Paso Central Business Association, Sunrise Civic Group, and the Central El Paso Community Organization, which were all notified of the special permit application by the applicant. Notices were mailed to property owners within 300 feet of the subject property on January 16, 2026. As of January 22, 2026, the Planning Division has received one (1) phone call of inquiry and one (1) phone call in opposition to the special permit request. The nature of the opposition was safety concerns related to increased crime and excessive noise.

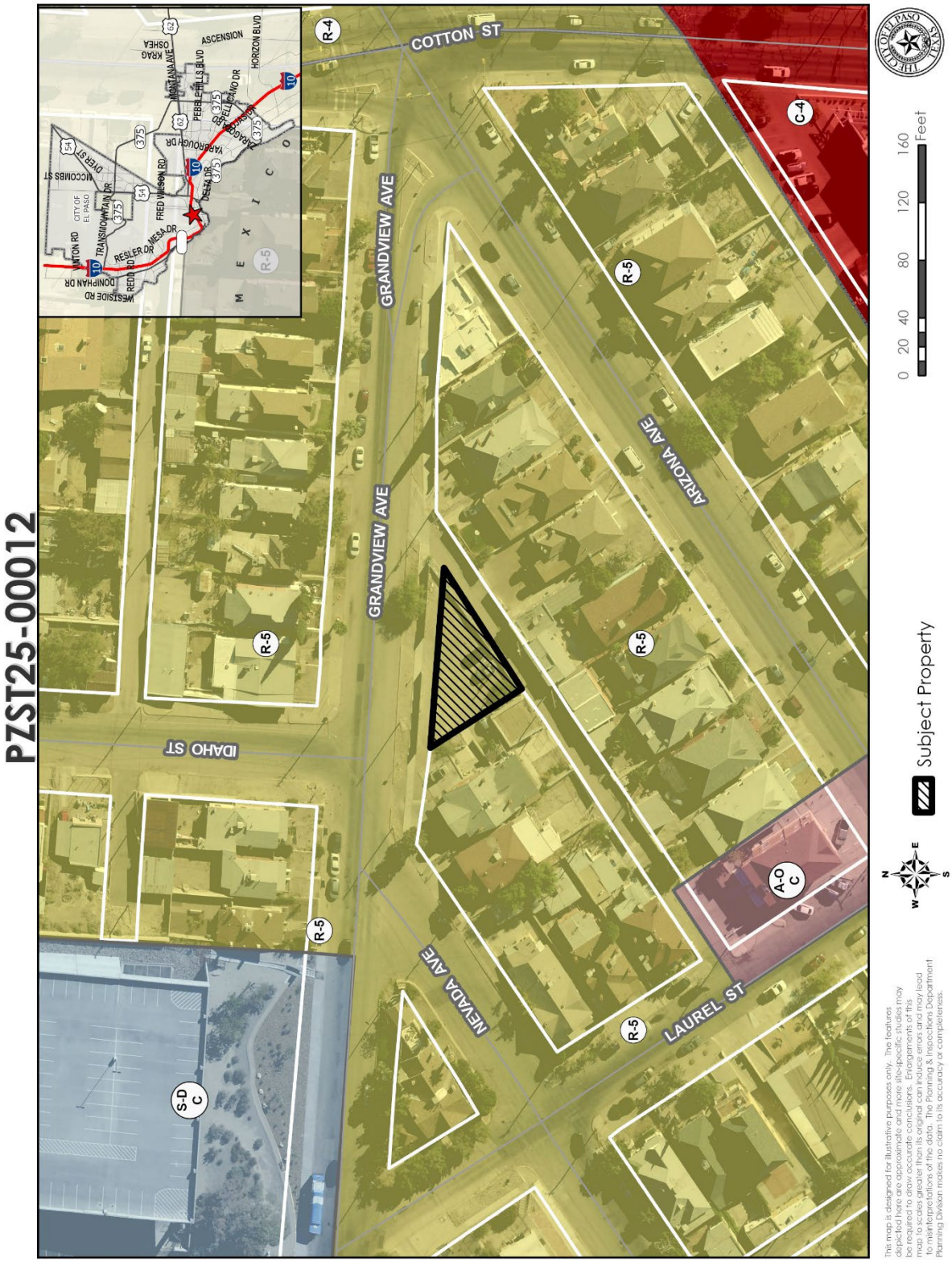
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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

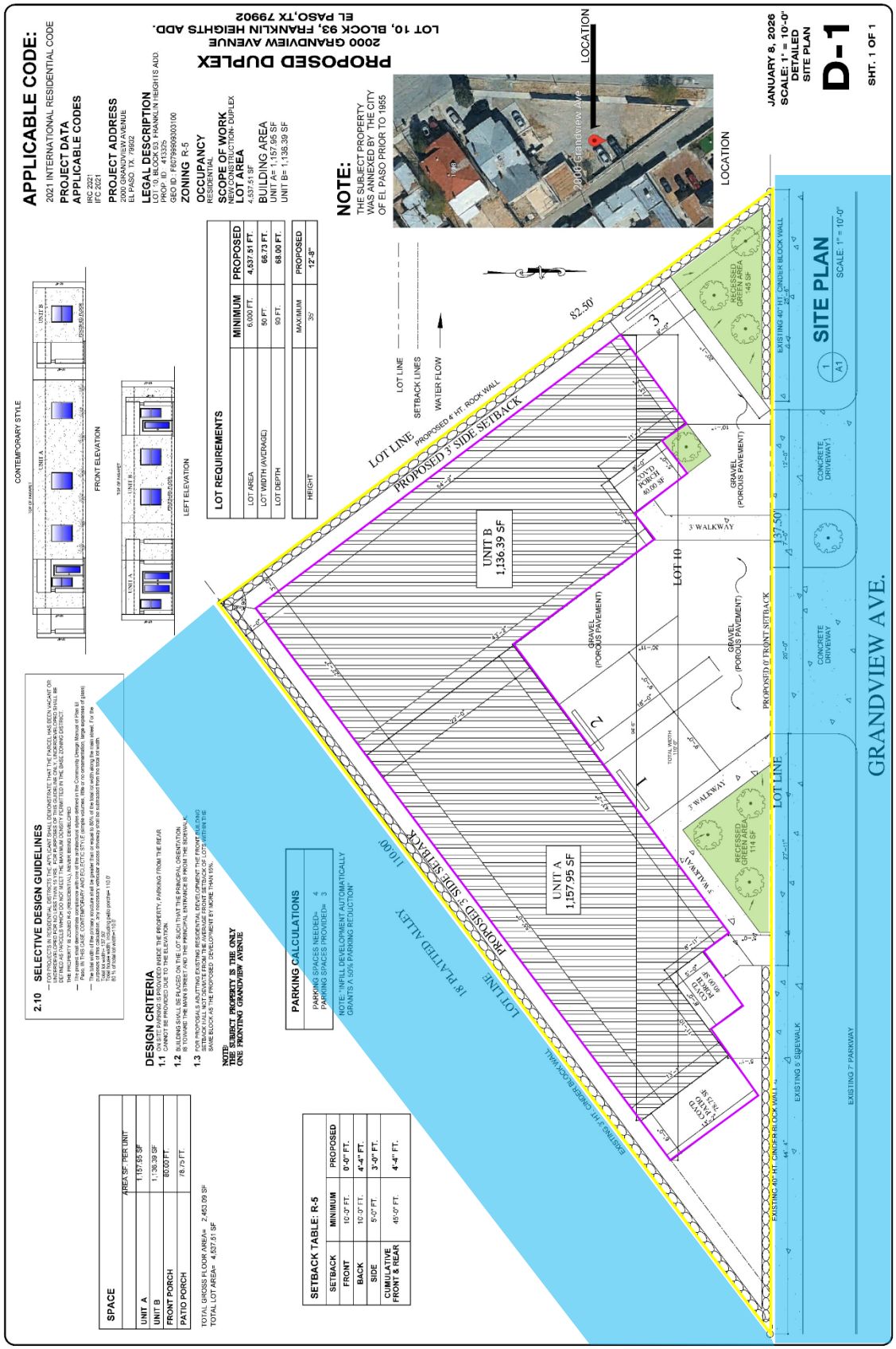
ATTACHMENTS:

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

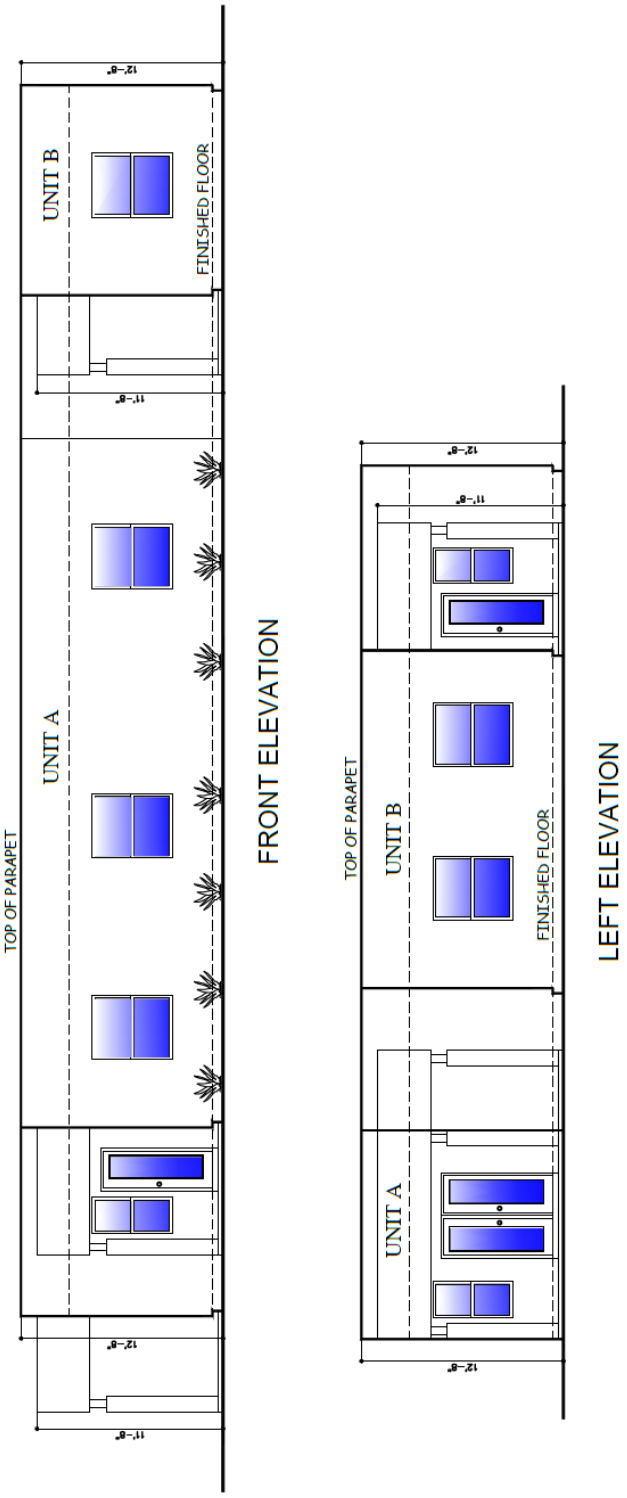
ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3



Maximum Height: 12'-8"

ATTACHMENT 4

Planning and Inspections Department - Planning Division
Staff recommends **APPROVAL** of the Special Permit and Detailed Site Development Plan for Infill Development with a reduction to the lot depth and the front, rear and side setbacks in the R-5 (Residential) zone district. The proposal meets all the requirements of El Paso City Code Sections 20.04.320 – Special Permit, 20.04.150 – Detailed Site Development Plan, and 20.10.280 – Infill Development. The proposed development is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan.

Planning and Inspections Department – Plan Review & Landscaping Division
No objections to the proposed special permit. At the time of submittal for building permits, the project will need to comply with all applicable municipal and building code requirements.

Planning and Inspections Department – Land Development
No objections to the proposed special permit case.

Fire Department
No adverse comments.

Police Department
No comments received.

Environment Services
No comments received.

Streets and Maintenance Department
Transportation Engineering
No objection to the application.

Street Lights
No comments received.

Contract Management
Proposed improvements located within the city right-of-way must follow the design standards for construction, in accordance with its municipal code.

1. Indicate that for driveways the municipal code 13.12 must be followed. Include details.
2. Indicate if existing sidewalk will be demo or if it will remain undisturbed. include details.
3. Indicate if existing curb will be demo or if it will remain undisturbed. Include details.
4. Indicate that any damaged structures caused by the proposed project must be restored to the same or better condition.

Sun Metro
No comments received.

El Paso Water
EPWater-PSB does not object to this request.

Water
There is an existing 12-inch diameter water main that extends along the north side of North Loop Dr. This water main is available to provide service.

There is an existing 8-inch diameter water main that extends along the west side of Hawkins Blvd. This water main is available to provide service.

According to EPWater records, there is currently a 6-inch water service for this property with service address of 7321 North Loop Dr.

Previous water pressure reading from fire hydrant # 9078, last tested on 9/16/25, fronting 7321 North Loop Dr., yielded a static pressure of 98 psi, a residual pressure 95 psi and a discharge of 750 gallons per minute. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sanitary Sewer
There is an existing 8-inch diameter sewer main that extends along the north side of Grandview Ave. approximately 29.5 feet south of the northern right-of-way. This main is available to provide service.

There is an existing 8-inch sanitary sewer main along the centerline of the alley between Arizona Ave. and Grandview Ave. This main is available to provide service.

General
EPWater requires a new service application to provide additional service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:
Provide an acceptable Stormwater Management plan in accordance with Section 19.19.030 of the current subdivision ordinance.

As per the Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of green space, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

EPWater-SW recommends using principles of low impact development (such as recessed landscaping, rainwater harvesting, and porous pavement) to reduce the amount of developed stormwater runoff.

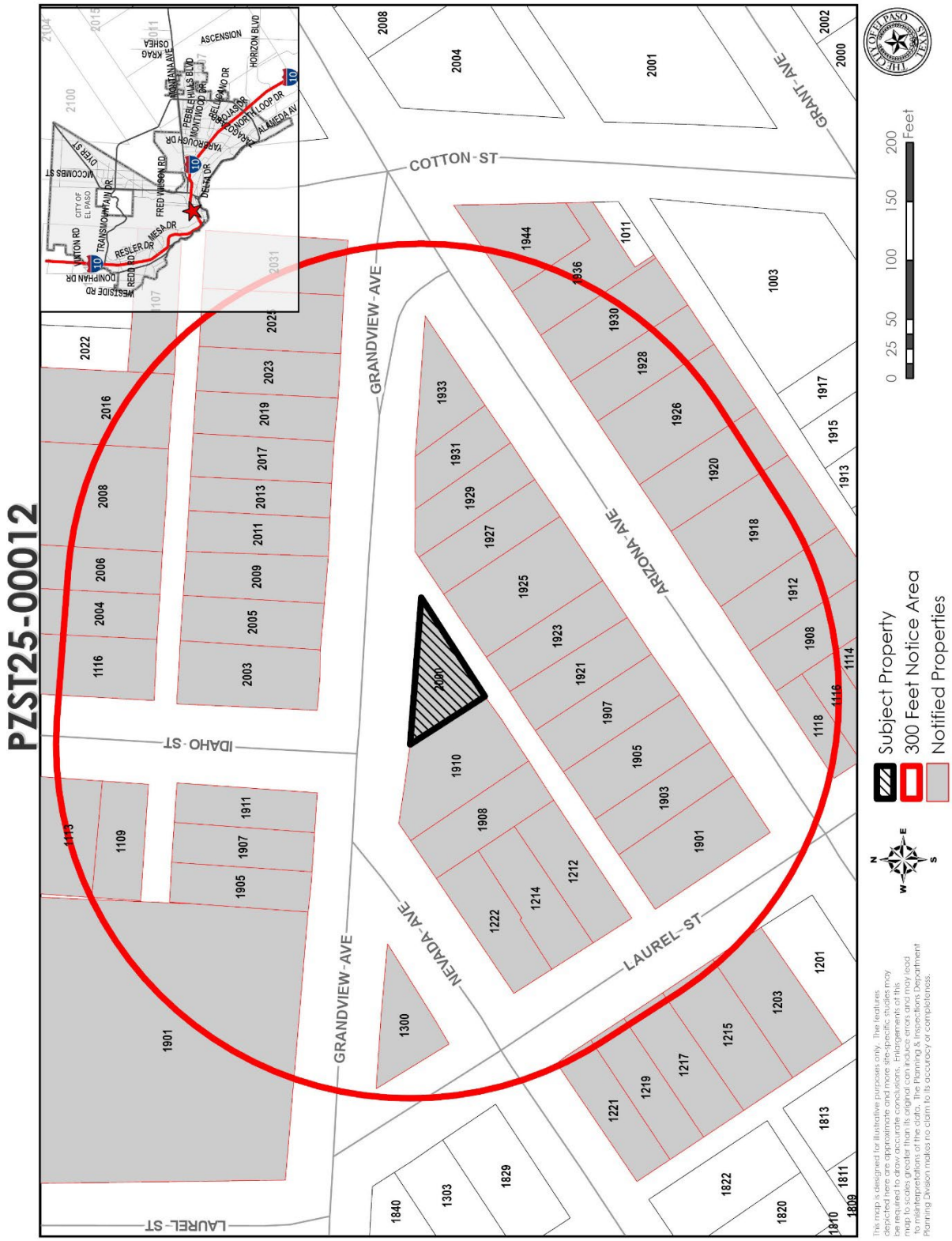
El Paso County 911 District
The 911 District has no comments or concerns regarding this zoning.

Texas Department of Transportation
No comments received.

El Paso County Water Improvement District #1
No comments received.

Texas Department of Transportation
Texas Gas Service does not have any comments.

ATTACHMENT 5



DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

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

Definitions:

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

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

Contributor / Donor Information:

Full Name: EMILIO MONTES

Business Name: N/A

Agenda Item Type: Special permit

Relevant Department: Planning and Inspections

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

☑ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

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

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____ Date: 2/24/26

File #: 26-0394, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

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

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Streets & Maintenance

AGENDA DATE: 4/1/26

PUBLIC HEARING DATE: 4/14/26

CONTACT PERSON NAME: Randy Garcia **PHONE NUMBER:** 915-212-7005

2nd CONTACT PERSON NAME: Joshua Lerma **PHONE NUMBER:** 915-212-7049

DISTRICT(S) AFFECTED: 4

AGENDA ITEM:

An Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV – Speed Limits), Subsection H (Forty-five Miles Per Hour), to Delete Item: 14. McCombs Street from Dyer Street to Dalhart Drive; and an Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV – Speed Limits), Subsection J (Fifty-five Miles Per Hour), to Delete Item: 5. McCombs Street from Dalhart Drive to its terminus at FM 3255; and an Ordinance Amending Title 12 (Vehicles and Traffic), Chapter

ISSUE STATEMENT:

The new speed zone improvements on McCombs Street will extend the existing 45 M.P.H corridor north of U.S. 54 into the newly developed residential areas, ending at the Painted Dunes Golf Course.

BACKGROUND:

During winter 2025, Streets and Maintenance received a request from the Texas Department of Transportation (TxDOT) for speed zone improvements along McCombs Street (FM 2529). The speed zone improvements extend the existing 45 M.P.H corridor north of U.S. 54 into the newly developed residential areas. The speed zone improvements were based on a speed zone and strip map study.

COUNCIL OPTIONS:

1. Request to council to Amend Ordinance Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV – Speed Limits)

COMMITTEE REVIEW AND/OR RECOMMENDATION:

Texas Department of Transportation & El Paso Streets and Maintenance

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

N/A

RELATED CITY POLICIES:

Vision Zero and Safe Systems Approach

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

N/A

FOR MORE INFORMATION:

Randy Garcia 915-212-7005 GarciaRX5@elpasotexas.gov

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

SIGNATURE: _____

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.150 (SCHEDULES XIV – SPEED LIMITS), SUBSECTION H (FORTY-FIVE MILES PER HOUR) TO DELETE ITEM: 14. MCCOMBS STREET FROM DYER STREET TO DALHART DRIVE, AND TO ADD ITEM: 40. MCCOMBS STREET FROM DYER STREET TO A POINT 3.70 MILES NORTH OF DYER STREET; AND AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.150 (SCHEDULES XIV – SPEED LIMITS), SUBSECTION J (FIFTY-FIVE MILES PER HOUR), TO DELETE ITEM: 5. MCCOMBS STREET FROM DALHART DRIVE TO ITS TERMINUS AT FM 3255, AND TO ADD ITEM: 10. MCCOMBS STREET FROM A POINT 3.70 MILES NORTH OF DYER STREET TO STAN ROBERTS SR. ROAD. THE PENALTY AS PROVIDED IN 12.84.010 OF THE EL PASO CITY CODE.

WHEREAS, Streets and Maintenance received a request from the Texas Department of Transportation (TxDOT) for speed zone improvements along McCombs Street (FM 2529) from Dyer Street to a point 3.70 miles north of Dyer Street based on the Speed Zone Strip Map Study; and

WHEREAS, this ordinance amendment to the speed limits on McCombs Street (FM 2529) will extend the existing 45 MPH zone to include newly developed residential areas.

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

SECTION 1. An Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV – Speed Limits), Subsection H (Forty-five Miles Per Hour) is hereby amended to read:

H. Forty-five miles per hour:
1. – 13.
15. – 39.
40. McCombs Street from Dyer Street to a point 3.70 miles north of Dyer Street,

SECTION 2. An Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV – Speed Limits), Subsection J (Fifty-five Miles Per Hour) is hereby amended to read:

J. Fifty-five miles per hour:
1. – 4.
6. – 9.
10. McCombs Street from a point 3.70 miles north of Dyer Street to Stan Roberts Sr. Road,

SECTION 5. Except as herein amended, Title 12 of the El Paso City Code shall remain in full force and effect.

(Signature on the following page)

ADOPTED this _____day of _____, 2026.

CITY OF EL PASO

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

_____
Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Randy Garcia, Director
Streets and Maintenance Department

File #: 26-0420, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

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

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Code Enforcement Department

AGENDA DATE: 4/1/26

PUBLIC HEARING DATE: 4/14/26

CONTACT PERSON NAME: Steve Alvarado, Code Enforcemer **PHONE NUMBER:** 1-915-212-6026

2nd CONTACT PERSON NAME: Veronica Lopez, Office Manager **PHONE NUMBER:** 1-915-212-6089

DISTRICT(S) AFFECTED: All Districts

AGENDA ITEM:

A first reading of an ordinance amending Title 12 (Vehicles and Traffic) to add Chapter 12.57 (Electronically Operated Parking Control Systems).

ISSUE STATEMENT:

This ordinance amendment will streamline our citation issuing process by leveraging technology to provide us the ability to send parking citations by mail. It will further address parking violations that impact pedestrian and traffic flow issues citywide as well as assist with officer safety by minimizing their exposure to vehicular traffic when placing citations on vehicles.

BACKGROUND:

The ordinance amendment was developed using a cross-functional team which including Municipal Court, International Bridges, and Code Enforcement. The objective was to implement technology to streamline the our enforcement and citation processing efforts. This will provide additional enforcement for areas that have impacted traffic flows for motorists, bicyclists, and pedestrians. It will further improve on our service deliverables to our residents and businesses by reducing the time it takes to issue a parking ticket as well as a reduction on response times for service calls.

COUNCIL OPTIONS:

First reading, take no action. No Motion needed.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by a City Council committee.

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

Sociable City Alliance meeting March 25, 2026

RELATED CITY POLICIES:

None.

PRIOR COUNCIL ACTION:

None.

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

No cost impact at this time.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

A. Chapter 12.57 - Electronically Operated Parking Control Systems

FOR MORE INFORMATION:

Steve Alvarado 915-212-6026 alvaradoa@elpasotexas.gov

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

SIGNATURE: Arthur S. Alvarado

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

REVISED
12:02 pm, Mar 25, 2026

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC) TO ADD CHAPTER 12.57 (ELECTRONICALLY OPERATED PARKING CONTROL SYSTEMS), OF THE EL PASO CITY CODE TO PERFORM THE FOLLOWING: ADD SECTION 12.57.010 DEFINITIONS, SECTION 12.57.020 IMPOSITION AND AMOUNT OF CIVIL PENALTY, SECTION 12.57.030 ENFORCEMENT AND PROCEDURES, SECTION 12.57.040 ADMINISTRATIVE ADJUDICATION HEARING, SECTION 12.57.050 AFFIRMATIVE DEFENSES, SECTION 12.57.060 APPEAL, AND SECTION 12.57.070 ENFORCEMENT OF JUDGEMENT; THE PENALTY AS PROVIDED IN SECTION 12.57.030.

WHEREAS, the City of El Paso has established areas designated as "no parking zones" by Section 12.04 of the El Paso City Code as well as areas we parking is prohibited; and

WHEREAS, the continuous monitor of such zones and areas by personnel is found to be impractical; and

WHEREAS, the development of new technologies allows for automated monitoring of no parking zones and areas by automated parking enforcement; and

WHEREAS, the City Council of El Paso Texas has determined that deployment of an automated parking enforcement systems would benefit the public safety and traffic control of the city; and

WHEREAS, in order to facilitate such deployment a new section of City Code is required.

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

That Title 12– Vehicles and Traffic, of the El Paso City Code be amended to add Chapter 12.57 Automated Parking Enforcement Systems, as follows:

Chapter 12.57 – ELECTRONICALLY OPERATED PARKING CONTROL SYSTEMS

Section 12.57.010 – Definitions

Section 12.57.020 – Imposition and Amount of Civil Penalty

Section 12.57.030 – Enforcement and Procedures

Section 12.57.040 – Administrative Adjudication Hearing

Section 12.57.050 – Affirmative Defenses

Section 12.57.060 – Appeal

Section 12.57.070 – Enforcement of Judgement

Section 12.57.010 - Definitions.

As used in this chapter, the following words and terms shall have the meanings as described in this section, unless the context of their usage clearly indicates another meaning:

“Electronically Operated Parking Control System" means a system that consists of a camera system and vehicle sensor capable of reading and recording vehicle license plates.

"Local authority" means a county, municipality, or other local entity authorized to enact traffic laws under the laws of this state.

"Owner of a motor vehicle" means the owner of a motor vehicle as shown on the motor vehicle registration records of the Texas Department of Transportation or the analogous department or agency of another state or country.

"Recorded image" means a photographic or digital image that depicts the front or the rear of a motor vehicle.

"System location" means no parking zone which a photographic traffic monitoring system is directed and in operation.

"Unpaid civil penalty" means a civil penalty assessed under this chapter that is not paid by the deadline established for making the payment as provided in this chapter; or if administratively adjudicated pursuant to section 12.57.040, not paid upon the finding of liability by the hearing officer; or if appealed pursuant to section 12.57.060, not paid upon the entry of an order or judgment finding liability by the municipal court.

Section 12.57.020 - Imposition and amount of civil penalty.

A. The owner of a motor vehicle is liable for a civil penalty in accordance with the City of El Paso Departmental Fee Schedule.

B. The imposition of a civil penalty under this chapter is initiated by the mailing of a notice of violation to the owner of the motor vehicle that the City of El Paso seeks to impose a civil penalty for any parking violation.

C. An owner of a motor vehicle who fails to timely pay the civil penalty assessed for violation of the instructions of a parking control device shall be subject to a late payment in accordance with the City of El Paso Departmental Fee Schedule.

Section 12.57.030 - Enforcement and Procedures.

A. The Code Enforcement Department, or any other department designated by the City Manager, shall be responsible for the enforcement and administration of this chapter. The Director of Code Enforcement shall establish and implement appropriate procedures to affect the policy of this chapter.

B. To impose a civil penalty under this chapter, notice of violation shall be mailed to the owner of the motor vehicle liable for the civil penalty not later than thirty days after the date the violation is alleged to have occurred to the owner at:

1. The owner's address as shown on the registration records of the Texas Department of Transportation; or

2. If the vehicle is registered in another state or country, the owner's address as shown on the motor vehicle registration records of the department or agency of the other state or country analogous to the Texas Department of Transportation.

C. The notice of violation shall contain the following:

1. A description of the violation alleged;

2. Location where violation occurred;

3. The date and time of the violation;

4. The name and address of the owner of the vehicle involved in the violation;

5. The registration number displayed on the license plate of the vehicle involved in the violation;

6. A copy of the recorded image of the violation limited solely to a depiction of the area of the registration number displayed on the license plate of the vehicle involved in the violation;

7. The amount of the civil penalty for which the owner is liable;

8. The number of days the person has in which to pay or contest the imposition of the civil penalty and a statement that the person incurs a late payment penalty if the civil penalty is not paid or imposition of the penalty is not contested within that period;

9. A statement that the owner of the vehicle in the notice of violation may elect to pay the civil penalty by mail sent to a specified address instead of appearing at the time and place of the administrative adjudication hearing;

10. Information that informs the owner of the vehicle named in the notice of violation;

11. Of the owner's right to contest the imposition of the civil penalty against the person in an administrative adjudication hearing;

12. That the imposition of a civil penalty may be contested by submitting a written request for an administrative adjudication hearing within thirty days after the date the notice of violation was mailed;

13. That failure to pay the civil penalty or to contest liability for the penalty within twenty-one (21) days after the date the notice of violation was mailed, or failure to appear at the requested administrative adjudication hearing to contest the imposition of the civil penalty, is an admission of liability for the full amount of the civil penalty stated in the notice of violation mailed to the person and waives the person's right of appeal the imposition of the civil penalty; and

14. A person who receives a notice of violation of this chapter may pay the civil penalty in lieu of requesting an administrative hearing as provided in Section 12.57.040.

Section 12.57.040 - Administrative adjudication hearing.

A. A person who receives a notice of violation of this chapter may contest the imposition of the civil penalty specified in the notice of violation by filing a written request for an administrative adjudication hearing within twenty-one days (21) days from the date the notice is postmarked:

1. At the hearing before the municipal associate judge, the defendant may either admit, admit with explanation, or deny the alleged infraction;

2. The issuing peace officer or other authorized parking enforcement agent shall not be required to attend the hearing;

3. It is not required that the city be represented by counsel at the hearing; provided, however, that if the defendant is represented by counsel at the hearing, the municipal associate judge shall notify the municipal court clerk shall notify the city attorney’s office of the hearing;

4. Neither a complaint nor any other charging instrument is required. The municipal associate judge shall examine the contents of the citation and the evidence related to ownership of the vehicle in question, and shall hear and review the testimony and evidence presented by the defendant. The formal rules of evidence do not apply to a hearing under this section, and the municipal associate judge shall make his decision based upon a preponderance of the evidence presented at the hearing, after giving due weight to all presumptions and prima facie evidence established by this chapter or other applicable law;

5. At the conclusion of the hearing, the municipal associate judge shall issue an order stating whether or not the person charged is liable for violation of the parking or

stopping ordinance and the amount of the fine, costs or fees assessed against him. The order shall be filed with the municipal court clerk. All such orders shall be kept in a separate index or file by the municipal court clerk using appropriate data processing techniques;

6. Failure of a person charged with the offense to appear at a hearing within the aforesaid twenty-one day period shall be considered an admission of liability for the charged offense; and

7. A municipal associate judge may impose court costs on each parking violation in which a fine, costs or fee is paid or assessed. This court cost may be enforced in the manner set forth in Section 12.57.070.

B. The request for a hearing must be filed with the entity specified on the notice of violation on or before the date specified in the notice of violation:

1. Upon receipt of a timely request, the administrative adjudication hearing shall be set within 180 days of the request being received and the person shall be notified of the date and time of the administrative adjudication hearing. The administrative adjudication hearing shall be held before an El Paso Municipal Court associate judge; and

2. Hearings shall be conducted in the manner prescribed in Section 12.85.050 of this Code.

C. The reliability of the Electronically Operated Parking Control System used to produce the recorded image of the violation may be attested to by affidavit. Said affidavit shall be admissible at the administrative adjudication hearing and in the appeal, if any.

D. At the end of the administrative adjudication hearing, the Municipal Court associate judge shall enter a finding of either liability or no liability. Said finding must be in writing, signed and dated by the hearing officer. A finding of liability for a civil penalty must specify the amount of the civil penalty for which the person is liable. The hearing officer shall also specify the amount of any late penalties and administrative adjudication costs assessed for which the person is liable. The finding shall be filed with the municipal court clerk. All such findings shall be kept in a separate index or file by the municipal court clerk.

E. A person who fails to timely pay the amount of the civil penalty or fails to timely request an administrative adjudication hearing shall be found liable of the violation.

Section 12.57.050 - Affirmative defenses.

A. It shall be an affirmative defense to liability under this article, to be proven by a preponderance of the evidence, that:

1. The operator of the motor vehicle was acting in compliance with the lawful order or direction of a police officer;
2. The motor vehicle was being operated as an authorized emergency vehicle under Chapter 546 of the Texas Transportation Code and the operator was acting in compliance with that chapter;

3. The motor vehicle was a stolen vehicle and being operated by a person other than the owner of the vehicle without the effective consent of the owner;

4. The license plate depicted in the recorded image of the violation was a stolen plate being displayed on a motor vehicle other than the motor vehicle for which the plate had been issued;

5. The vehicle was being operated by a person other than the owner of the vehicle; and

6. The person who received the notice of violation was not the owner of the motor vehicle at the time of the violation.

Section 12.57.060 - Appeal.

A. The owner of a motor vehicle determined by a Municipal Court associate judge to be liable for a civil penalty may appeal that determination of liability to the El Paso Municipal Courts by filing a petition of appeal with the Municipal Court Clerk as prescribed in section 12.85.060 of this Code.

Section 12.57.070 - Enforcement of judgement.

A. The imposition of a civil penalty under this chapter is not a conviction and may not be considered a conviction for any purpose.

B. Enforcement of a final judgment shall be by the same methods as Section 12.85.070 of this code.

C. The city attorney is authorized to file suit to enforce collection of a civil penalty assessed under this chapter

ADOPTED this _____ day of _____, 2026.

(Signatures to continue on next page)

(Signature Page)

CITY OF EL PASO:

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Robert Aguinaga Jr
Robert Aguinaga
Assistant City Attorney

APPROVED AS TO CONTENT:

Arthur S. Alvarado
Arthur S. Alvarado
Code Enforcement Director

File #: 26-0309, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

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

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Real Estate

AGENDA DATE: 3/17/26

PUBLIC HEARING DATE: 4/1/26

CONTACT PERSON NAME: Mary Lou Espinoza, Real Estate **PHONE NUMBER:** (915) 212-0825

2nd CONTACT PERSON NAME: Mandy Contreras **PHONE NUMBER:** (915) 212-1874

DISTRICT(S) AFFECTED: 8

AGENDA ITEM:

An ordinance authorizing the conveyance of real property owned by the city of El Paso to MEP Electric Contracting INC., for the purchase price of $22,000.00; such real property legally described as LOT 11, BLOCK E, SANTA FE ADDITION, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS.

ISSUE STATEMENT:

City Council is asked to approve an ordinance that authorizes the City Manager, or designee, to effectuate the sale and closing of real property owned by the City of El Paso to MEP Electric Contracting INC. Approval will result in $22,000.00 of revenue for the City.

BACKGROUND:

The City of El Paso desires to sell the real property parcel municipally identified as 410 Charles Road (PID 16292) consisting approximately of 0.04 acres of vacant land, that is proposed to be conveyed to MEP Electric Contracting INC. The Property was reviewed by City Council in Executive Session in July 2025.

The parcel was marketed through a licensed real estate broker in accordance with the Texas Local Government Code, Sections 253.014(b) and (d), which authorizes a home-rule municipality to contract with a broker for sale of municipal property and to sell such property after it has been listed for at least 30 days on a multiple-listing service to a qualified buyer submitting the highest cash offer.

COUNCIL OPTIONS:

1. Approve the sale as presented.
2. Decline approval and retain property as part of City inventory
3. Decline approval and direct staff to return with alternative options for land utilization.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

The property was vetted by multiple City departments through the Capital Assets & Real Estate (CARE) Committee. It has been identified as surplus property with no potential use for future City projects.

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

Not applicable.

RELATED CITY POLICIES:

City Real Estate policy; Texas Local Government Code Section 253.014

PRIOR COUNCIL ACTION:

The property was reviewed by City Council in Executive Session in July 2025.

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

Not applicable - this is a revenue generating item.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

None - see attached Disclosure of Campaign Contributions and Donations Form.

NAME	AMOUNT ($)

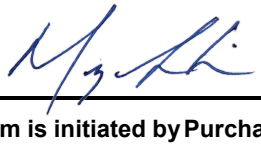
ATTACHMENTS:

A) Disclosure of Campaign Contributions and Donations Form
B) Ordinance
C) Contract of Sale and exhibits

FOR MORE INFORMATION:

Mary Lou Espinoza (915) 212-0825 EspinozaM@elpasotexas.gov

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

SIGNATURE: 

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO MEP ELECTRIC CONTRACTING INC, FOR THE PURCHASE PRICE OF $22,000.00; SUCH REAL PROPERTY LEGALLY DESCRIBED AS LOT 11, BLOCK E, SANTA FE ADDITION, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, AS FURTHER DESCRIBED IN.

WHEREAS, this property is being sold pursuant to the broker listing procedure outlined in Texas Local Government Code, Chapter 253; and

WHEREAS, Section 3.9 (C) of the El Paso City Charter requires conveyances of real property to be exercised through an ordinance;

WHEREAS, the City of El Paso wishes to effectuate the sale of this property.

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

That the City Manager, or designee, is authorized to effectuate the sale and closing of the property legally described as LOT 11, BLOCK E, SANTA FE ADDITION, an Addition to the City of El Paso, El Paso County, Texas, as further described in, such property being owned by the City of El Paso, for the purchase price of $22,000.00.

Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with MEP Electric Contracting INC. (2) sign any and all documents necessary to effectuate the sale and closing of the property, and (3) exercise all rights and obligations as provided in the Contract of Sale; and (4) sign any contract amendments that do not affect the sale price, including but not limited to, time extensions associated with due diligence periods.

(***Signatures begin on the following page***)

ADOPTED this _____ day of _____ 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Mary Lou Espinoza, Capital Assets Manager
Real Estate Division

ORDINANCE NO. _____

REVISED
3:17 pm, Mar 03, 2026

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT OF SALE
410 Charles Rd, El Paso, Texas, 79901

This Contract of Sale ("**Agreement**") is made this _____ day of _____, 2026 ("**Effective Date**") between the City of El Paso, a home-rule municipal corporation organized and existing under the laws of the State of Texas ("**Seller**") and MEP Electric Contracting INC. ("**Buyer**"). For the convenience of the parties, all defined terms appear in **bold face** print when first defined. The parties agree as follows:

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

A. Subject to the terms of this Agreement, the Seller will sell to the Buyer and the Buyer will purchase from the Seller the property described as follows:

1. LOT 11, BLOCK E, SANTA FE ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, as further described in **Attachment "A"**, the "**Property**".

SECTION 2. PURCHASE PRICE AND TITLE COMPANY.

A. The Buyer will pay the Seller a total amount of $22,000.00 for the Property ("**Purchase Price**"). The Purchase Price above is to be paid by the Buyer to the Seller through the Title Company selected by the Seller ("**Title Company**") at the Closing of this Agreement.

B. The Buyer will submit a check to the Title Company in the amount of $500.00 ("**Deposit**"), within 15 calendar days of the Effective Date. The Title Company will hold the Deposit in an escrow to be applied as provided by this Agreement. If the sale of the Property is in accordance with the provisions in this Agreement, then the Title Company will apply the Deposit to the Purchase Price of the Property at Closing.

C. The Title Company will act as the escrow holder in this transaction. The Seller will deliver signed copies of this Agreement to the Title Company which will serve as instructions for the closing of this transaction.

SECTION 3. SELLER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. To the best of the Seller's knowledge the Seller warrants to the Buyer that:

1. The Seller has the full right to convey the Property, as such the Buyer's rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;

2. No leasehold rights or interests have been granted and are currently in effect involving the Property;

3. No work has been performed on the Property or any materials have been provided for work on the Property that could result in a mechanic's or materialman's lien;
4. There are no pending claims of damage to property or injury to person occurring on the Property;

5. The Seller has not received any notices of condemnation regarding the Property; and

6. There are no unpaid utility bills or unfulfilled maintenance contracts regarding the Property.

7. **Property Sold "As Is"**. THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS", "WHERE IS" TRANSACTION. BUYER ACKNOWLEDGES AND AGREES THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, THE PURCHASE OF THE PROPERTY SHALL BE ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS" BASIS, SUBJECT TO ORDINARY WEAR AND TEAR FROM THE EFFECTIVE DATE UNTIL CLOSING, AND (B) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, SELLER HAS NO OBLIGATION TO REPAIR ANY DAMAGE TO OR DEFECT IN THE PROPERTY, REPLACE ANY OF THE PROPERTY OR OTHERWISE REMEDY ANY MATTER AFFECTING THE CONDITION OF THE PROPERTY. THIS PROVISION SHALL BE DEEMED TO SURVIVE THE CLOSING.

B. OBLIGATIONS. The Seller will comply with the following obligations:

1. Within 15 business days of the Effective Date, the Seller will deliver the following documents to the Buyer, if such documents exist:

    a. Any "as-built" plans for any improvements on the Property, if any;

    b. Tax bills showing the amount of the current real property tax and the assessed value of the land; and

    c. All environmental reports of the Property and the improvements on the Property.

2. If the Seller has contracted a real estate broker or agent to represent the Seller in the transaction of this Agreement, then the Seller is responsible for the payments of that contract.

C. RIGHTS.

1. The Seller may select the Title Company that will assist with the sale of the Property. The Seller will forward this Agreement to the Title Company to be used at escrow instructions.

SECTION 4. BUYER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. The Buyer warrants that:

1. There will be no unpaid bills or claims in connection with the inspection of the Property;

B. OBLIGATIONS. The Buyer will comply with the following obligations:

1. **AFTER THE CLOSING, THE BUYER WILL BE RESPONSIBLE FOR ALL ENVIRONMENTAL MATTERS THAT ARISE, EVEN IF SUCH ENVIRONMENTAL MATTERS WERE KNOWN BEFORE THE CLOSING. AFTER THE CLOSING, THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM LIABILITY FROM ENVIRONMENTAL PROBLEMS THAT AFFECT THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. THE BUYER INDEMNIFIES, HOLDS HARMLESS AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF THE SELLER'S REPRESENTATIVES. THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON THE SELLER IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.**

2. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that contract.

C. RIGHTS. The Buyer is responsible for all costs associated with exercising the following rights:

1. INSPECTION. The Buyer may inspect the Property within 30 days of the Effective

Date of this Agreement ("**Inspection Period**"). The Buyer will be responsible for all expenses related to the inspection or any other examination of the Property. The Buyer will ensure that its representatives, agents, consultants, or any other persons related to the inspection of the Property, if any, have general liability insurance of at least $500,000.00 and property damage insurance of at least $500,000.00 during the Inspection Period. The Buyer will ensure the insurance policies are with an insurance provider that is licensed in the State of Texas and are acceptable to the Seller. The Seller disclaims any warranties regarding the condition of the Property and/or the suitability of the Property. The Buyer may terminate this Agreement during the Inspection Period in accordance to Section 5(A)(1). The Buyer acknowledges that the Buyer was given an opportunity to inspect the Property, and is relying on information gathered during the inspection and not information provided to the Buyer by the Seller. The Buyer acknowledges that the information the Buyer has obtained about the Property has been from a variety of sources and that the Seller makes to representation as to the accuracy of that information. **THE BUYER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY'S OFFICER'S AND EMPLOYEES FROM ANY THIRD-PARTY CLAIMS RELATED TO ANY INSPECTIONS PERFORMED BY THE BUYER OR THE BUYER'S EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS. SUCH INDEMNIFICATION RESPONSIBILITY ON BUYER INCLUDES THE OBLIGATION TO PAY FOR ALL ATTORNEY'S FEES AND COURT COSTS INCURRED BY THE SELLER.**

2. TITLE INSURANCE. The Buyer will, at the Buyer's sole expense, order a current commitment for Title Insurance for the Property within 15 days of the Effective Date of this Agreement. The Buyer will send a copy of the title commitment and any documents related to title insurance to the Seller.

3. SURVEY. The Buyer may obtain a survey at the Buyer's expense within 15 days of the Effective Date of this Agreement. If the metes and bounds description of the Property in the survey obtained by the Buyer are different from the ones described in Attachment "A", then the parties may use the survey to describe the Property in this Agreement.

4. TITLE REVIEW PERIOD. The Buyer may review the commitment for title insurance and, if obtained, the survey, within 15 days of receiving the commitment for title insurance ("**Title Review Period**") and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer's objections, if any. If the Buyer does not send the Seller a written notice with the Buyer's objections within the Title Review Period, then the parties will proceed with the purchase and sale of the Property in accordance with the provisions of this Agreement. If the Seller receives objections from the Buyer, then the Seller will perform one of the following within 14 calendar days of receiving Buyer's objections:

    a. Notify the Buyer that the Seller will cure the Buyer's objections before the Closing Date. If the Seller elects this option, then the Seller will cure the

Buyer's objections before the Closing Date;

b. Notify the Buyer that the Seller will cure the Buyer's objections, however the Seller and the Buyer must agree to postpone the Closing Date to allow the Seller enough time to cure the Buyer's objections. The Seller or the Buyer may terminate this Agreement in accordance to Section 5(A)(3) if the Buyer refuses to postpone the Closing Date; or

c. Notify the Buyer that the Seller will not cure the Buyer's objections and that the Seller will terminate this Agreement in accordance with Section 5(A)(3).

SECTION 5. TERMINATION.

A. This Agreement may be terminated as provided in this Section.

1. TERMINATION DURING INSPECTION PERIOD. The Buyer may terminate this Agreement for any reason at any time only during the Inspection Period by providing written notice to the Seller. The Buyer may afford the Seller a certain time to cure any defects on the Property that are discovered and notified to the Seller during the Inspection Period. The Seller may cure the defects notified by the Buyer or choose to terminate this Agreement if the Seller refuses to cure the defects. If the Buyer affords the Seller the opportunity to cure any defects, then the Seller will notify the Buyer whether it will cure the defects or terminate this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

2. TERMINATION FOR CAUSE. Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following written notice allowing for 15 calendar days opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Deposit made by the Buyer. If the Buyer terminates this Agreement for cause, then the Seller will refund the deposit to the Buyer and such will be the Buyer's sole remedy under this Agreement.

3. TERMINATION DURING TITLE REVIEW PERIOD. If during the Title Review Period, the parties decide to terminate this Agreement in accordance with Section 4(C)(4), then the terminating party will send a written termination notice to the nonterminating party. The Buyer may terminate this Agreement if the Seller fails to perform the obligations under Section 4(C)(4) of this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

4. TERMINATION FOR CASUALTY. If any damages occur to the Property before the Closing Date due to fire or another casualty, then the parties may mutually agree to postpone the Closing Date to allow the Seller time to repair the damages. The Buyer may only terminate this Agreement if the repairs to the Property by the Seller will lead

to the Closing Date being postponed. If the Buyer does not want to postpone the Closing Date to allow the Seller to remedy the damages, then the Buyer may terminate this Agreement by sending a termination notice to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

SECTION 6. CLOSING.

A. Provided that the parties have not terminated this Agreement, the parties will meet all the obligations of this Agreement, including finalizing the sale and transfer of the Property ("**Closing**") within 30 calendar days following the expiration of the Title Review Period or such earlier date as may be specified by the Buyer by not less than five calendar days advance written notice to the Seller ("**Closing Date**"). A party's failure to meet all the obligations of this Agreement by or on the Closing Date is a breach of this Agreement.

B. SELLER'S OBLIGATIONS. Before or on the Closing Date the Seller will deliver the following to the Buyer through the Title Company:

1. A fully executed deed ("**Deed**") conveying title to the Property in a form substantially similar to the form included in this Agreement as **Attachment "B"**;

2. The environmental reports, test results and disposal documentation with regard to the demolition and removal of asbestos from the site, if any;

3. All keys or other access devices in the possession of the Seller or its agents to the locks located on the Property, if any; and

4. Any other items requested by the Title Company reasonably necessary to finalize the closing of this Agreement.

C. BUYER'S OBLIGATIONS. At the closing of this Agreement the Buyer will deliver the following to the Seller through the Title Company:

1. The Purchase Price minus the Deposit that is being held by the Title Company.

2. All Closing Costs. The Buyer is responsible for paying all fees associated with the closing of this Agreement, including any Title Company escrow fees. The Buyer will be responsible for paying any fees related to recording the Deed.

3. Any other items requested by the Title Company to finalize the closing of this Agreement.

D. TAXES. General real estate taxes, if any, for the then current year relating to the Property will be prorated on midnight before the Closing Date. If the Closing occurs before the tax

rate is fixed for the then current year, the apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Land and Improvements. Within 30 Business Days after the actual taxes for the year in which the Closing occurs are determined, Seller and Buyer shall adjust the proration of such taxes and Seller and Buyer, as the case may be, shall pay to the other any amount required as a result of such adjustment and this covenant shall not merge with the Deed delivered hereunder but shall survive the Closing. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller.

E. POSSESSION. Possession of the Property will be transferred to the Buyer from the Seller at the Closing of this Agreement, as such the Buyer acknowledges that the risk of loss transfers along with the possession of the Property.

SECTION 7. GENERAL PROVISIONS.

A. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.

B. INDEPENDENT CONTRACTOR RELATIONSHIP. This Agreement does not create an employee-employer relationship between the Buyer and the Seller. As such, the Seller is not subject to the liabilities or obligations the Buyer obtains under the performance of this Agreement.

C. TIME IS OF THE ESSENCE. The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement **"business days"** means Monday through Friday excluding City of El Paso holidays and **"calendar days"** means Monday through Sunday excluding City of El Paso holidays.

D. NOTICES. The parties will send all notices required by this Agreement in writing both postmarked and delivered by certified mail. All mailed notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

Seller:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890 CityManager1@elpasotexas.gov
Copy:	City Attorney City of El Paso P.O. Box 1890

El Paso, Texas 79950-1890
CityAttorney@elpasotexas.gov

Copy: City of El Paso
Capital Assets Manager, Real Estate
P.O. Box 1890
El Paso, Texas 79950-1890
RealEstate@elpasotexas.gov

To the Buyer: MEP Electric Contracting INC
3100 Tierra Agave Dr. El Paso, TX 79938
mportillo07@live.com

E. CONFIDENTIALITY. The Buyer acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).

F. GOVERNING LAW. This Agreement is governed by Texas law.

G. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.

H. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.

I. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.

J. GOVERNMENTAL FUNCTIONS. The parties agree that the Seller is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the Seller is entering into this Agreement as a governmental entity performing a governmental function.

K. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.

L. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

M. SUCCESSORS AND ASSIGNS. This Agreement is binding on the Seller and the Buyer, and the Buyer's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.

N. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries for this Agreement.

O. REPRESENTATIONS AND WARRANTIES. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.

P. COUNTERPARTS. The parties may execute this Agreement in counterparts.

Q. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

(Signatures begin on the following pages)

EXECUTED by City the ___ day of _____, 2026

SELLER:
CITY OF EL PASO, TEXAS

By:_____
Dionne Mack
City Manager

APPROVED AS TO FORM:

_____
Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Mary Lou Espinoza, Capital Assets Manager
Real Estate

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

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

_____
Notary Public, State of Texas

My commission expires:

_____

EXECUTED by Buyer the ___ day of _____, 2026

BUYER:
MEP Electric Contracting INC

By: _____
Marin Portillo, President

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 27 day of February, 2026 by Marin Portillo, as President of the **Buyer**.

_____
Notary Public, State of Texas

My commission expires:

_____

SELENA DELGADO DIEG
Notary Public, State of Texas
Comm. Expires 01-12-2030
Notary ID 135545251

ATTACHMENT "A"
PROPERTY DESCRIPTION

LOT 11, BLOCK E, SANTA FE ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, according to the plat thereof recorded in the Real Property Records, El Paso County, Texas.

ATTACHMENT "B"

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

SPECIAL WARRANTY DEED

Effective Date: _____, 2026

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

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

Grantee: **MEP Electric Contracting INC**

Grantee's Mailing Address: **3100 Tierra Agave Dr. El Paso, TX 79938**

PROPERTY (INCLUDING ANY IMPROVEMENTS):

LOT 11, BLOCK E, SANTA FE ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, as more particularly described in **Attachment "A"**.

CONSIDERATION

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

EXCEPTIONS TO CONVEYANCE
To be added per title commitment.

RESERVATIONS TO CONVEYANCE

None

WARRANTY AND CONVEYANCE

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

forever. The GRANTOR binds the GRANTOR and the GRANTOR'S successors and assigns to warrant and forever defend all and singular the Property to the GRANTEE and the GRANTEE'S administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor, but not otherwise.

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

IN WITNESS WHEREOF this Special Warranty Deed is executed this ____ day of _____, 2026.

GRANTOR:

CITY OF EL PASO

By: _____
Dionne Mack, City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF EL PASO)

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

_____
Notary Public in and for the State of Texas

My Commission expires: _____

AFTER RECORDING, RETURN TO:

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

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

Definitions:

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

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

Contributor / Donor Information:

Full Name: Marin Portillo

Business Name: MEP Electric Contracting, Inc.

Agenda Item Type: Real Estate Purchase / City Owned

Relevant Department: Capital Assets department

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

☒ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

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

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____ Date: 2-25-26

File #: 26-0310, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

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

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Real Estate

AGENDA DATE: 3/17/26

PUBLIC HEARING DATE: 4/1/26

CONTACT PERSON NAME: Mary Lou Espinoza, Real Estate **PHONE NUMBER:** (915) 212-0825

2nd CONTACT PERSON NAME: Mandy Contreras **PHONE NUMBER:** (915) 212-1874

DISTRICT(S) AFFECTED: 8

AGENDA ITEM:

An ordinance authorizing the conveyance of real property owned by the city of El Paso to MEP Electric Contracting INC., for the purchase price of $22,000.00; such real property legally described as LOT 10, BLOCK E, SANTA FE ADDITION, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS.

ISSUE STATEMENT:

City Council is asked to approve an ordinance that authorizes the City Manager, or designee, to effectuate the sale and closing of real property owned by the City of El Paso to MEP Electric Contracting INC. Approval will result in $22,000.00 of revenue for the City.

BACKGROUND:

The City of El Paso desires to sell the real property parcel municipally identified as 412 Charles Road (PID 309772) consisting approximately of 0.04 acres of vacant land, that is proposed to be conveyed to MEP Electric Contracting INC. The Property was reviewed by City Council in Executive Session in July 2025.

The parcel was marketed through a licensed real estate broker in accordance with the Texas Local Government Code, Sections 253.014(b) and (d), which authorizes a home-rule municipality to contract with a broker for sale of municipal property and to sell such property after it has been listed for at least 30 days on a multiple-listing service to a qualified buyer submitting the highest cash offer.

COUNCIL OPTIONS:

1. Approve the sale as presented.
2. Decline approval and retain property as part of City inventory
3. Decline approval and direct staff to return with alternative options for land utilization.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

The property was vetted by multiple City departments through the Capital Assets & Real Estate (CARE) Committee. It has been identified as surplus property with no potential use for future City projects.

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

Not applicable.

RELATED CITY POLICIES:

City Real Estate policy; Texas Local Government Code Section 253.014

PRIOR COUNCIL ACTION:

The property was reviewed by City Council in Executive Session in July 2025.

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

Not applicable - this is a revenue generating item.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

None - see attached Disclosure of Campaign Contributions and Donations Form.

NAME	AMOUNT ($)

ATTACHMENTS:

A) Disclosure of Campaign Contributions and Donations Form
B) Ordinance
C) Contract of Sale and exhibits

FOR MORE INFORMATION:

Mary Lou Espinoza (915) 212-0825 EspinozaM@elpasotexas.gov

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

SIGNATURE: _____

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO MEP ELECTRIC CONTRACTING INC, FOR THE PURCHASE PRICE OF $22,000.00; SUCH REAL PROPERTY LEGALLY DESCRIBED AS LOT 10, BLOCK E, SANTA FE ADDITION, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS.

WHEREAS, this property is being sold pursuant to the broker listing procedure outlined in Texas Local Government Code, Chapter 253; and

WHEREAS, Section 3.9 (C) of the El Paso City Charter requires conveyances of real property to be exercised through an ordinance; and

WHEREAS, the City of El Paso wishes to effectuate the sale of this property.

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

That the City Manager, or designee, is authorized to effectuate the sale and closing of the property legally described as Lot 10, Block E, SANTA FE ADDITION, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in the Real Property Records, El Paso County, Texas, such property being owned by the City of El Paso, for the purchase price of $22,000.00.

Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with MEP Electric Contracting INC, (2) sign any and all documents necessary to effectuate the sale and closing of the property, and (3) exercise all rights and obligations as provided in the Contract of Sale; and (4) sign any contract amendments that do not affect the sale price, including but not limited to, time extensions associated with due diligence periods.

(*Signatures begin on the following page*)

ADOPTED this _____ day of _____ 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Mary Lou Espinoza, Capital Assets Manager
Real Estate Division

ORDINANCE NO. _____

REVISED
8:26 am, Mar 02, 2026

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT OF SALE
412 Charles Rd, El Paso, Texas, 79901

This Contract of Sale ("**Agreement**") is made this _____ day of _____, 2026 ("**Effective Date**") between the City of El Paso, a home-rule municipal corporation organized and existing under the laws of the State of Texas ("**Seller**") and MEP Electric Contracting INC ("**Buyer**"). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.
The parties agree as follows:

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

A. Subject to the terms of this Agreement, the Seller will sell to the Buyer and the Buyer will purchase from the Seller the property described as follows:

1. Lot 10, Block E, SANTA FE ADDITION, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in the Real Property Records, El Paso County, Texas., as further described in **Attachment "A"**, the "**Property**".

SECTION 2. PURCHASE PRICE AND TITLE COMPANY.

A. The Buyer will pay the Seller a total amount of $22,000.00 for the Property ("**Purchase Price**"). The Purchase Price above is to be paid by the Buyer to the Seller through the Title Company selected by the Seller ("**Title Company**") at the Closing of this Agreement.

B. The Buyer will submit a check to the Title Company in the amount of $500.00 ("**Deposit**"), within 15 calendar days of the Effective Date. The Title Company will hold the Deposit in an escrow to be applied as provided by this Agreement. If the sale of the Property is in accordance with the provisions in this Agreement, then the Title Company will apply the Deposit to the Purchase Price of the Property at Closing.

C. The Title Company will act as the escrow holder in this transaction. The Seller will deliver signed copies of this Agreement to the Title Company which will serve as instructions for the closing of this transaction.

SECTION 3. SELLER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. To the best of the Seller's knowledge the Seller warrants to the Buyer that:

1. The Seller has the full right to convey the Property, as such the Buyer's rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;

2. No leasehold rights or interests have been granted and are currently in effect involving the Property;

3. No work has been performed on the Property or any materials have been provided for work on the Property that could result in a mechanic's or materialman's lien;
4. There are no pending claims of damage to property or injury to person occurring on the Property;

5. The Seller has not received any notices of condemnation regarding the Property; and

6. There are no unpaid utility bills or unfulfilled maintenance contracts regarding the Property.

7. **Property Sold "As Is"**. THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS", "WHERE IS" TRANSACTION. BUYER ACKNOWLEDGES AND AGREES THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, THE PURCHASE OF THE PROPERTY SHALL BE ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS" BASIS, SUBJECT TO ORDINARY WEAR AND TEAR FROM THE EFFECTIVE DATE UNTIL CLOSING, AND (B) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, SELLER HAS NO OBLIGATION TO REPAIR ANY DAMAGE TO OR DEFECT IN THE PROPERTY, REPLACE ANY OF THE PROPERTY OR OTHERWISE REMEDY ANY MATTER AFFECTING THE CONDITION OF THE PROPERTY. THIS PROVISION SHALL BE DEEMED TO SURVIVE THE CLOSING.

B. OBLIGATIONS. The Seller will comply with the following obligations:

1. Within 15 business days of the Effective Date, the Seller will deliver the following documents to the Buyer, if such documents exist:

    a. Any "as-built" plans for any improvements on the Property, if any;

    b. Tax bills showing the amount of the current real property tax and the assessed value of the land; and

    c. All environmental reports of the Property and the improvements on the Property.

2. If the Seller has contracted a real estate broker or agent to represent the Seller in the transaction of this Agreement, then the Seller is responsible for the payments of that contract.

C. RIGHTS.

1. The Seller may select the Title Company that will assist with the sale of the Property. The Seller will forward this Agreement to the Title Company to be used at escrow instructions.

SECTION 4. BUYER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. The Buyer warrants that:

1. There will be no unpaid bills or claims in connection with the inspection of the Property;

B. OBLIGATIONS. The Buyer will comply with the following obligations:

1. **AFTER THE CLOSING, THE BUYER WILL BE RESPONSIBLE FOR ALL ENVIRONMENTAL MATTERS THAT ARISE, EVEN IF SUCH ENVIRONMENTAL MATTERS WERE KNOWN BEFORE THE CLOSING. AFTER THE CLOSING, THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM LIABILITY FROM ENVIRONMENTAL PROBLEMS THAT AFFECT THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. THE BUYER INDEMNIFIES, HOLDS HARMLESS AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF THE SELLER'S REPRESENTATIVES. THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON THE SELLER IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.**

2. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that contract.

C. RIGHTS. The Buyer is responsible for all costs associated with exercising the following rights:

1. INSPECTION. The Buyer may inspect the Property within 30 days of the Effective Date of this Agreement ("**Inspection Period**"). The Buyer will be responsible for all expenses related to the inspection or any other examination of the Property. The Buyer will ensure that its representatives, agents, consultants, or any other persons related to the inspection of the Property, if any, have general liability insurance of at least $500,000.00 and property damage insurance of at least $500,000.00 during the Inspection Period. The Buyer will ensure the insurance policies are with an insurance provider that is licensed in the State of Texas and are acceptable to the Seller. The Seller disclaims any warranties regarding the condition of the Property and/or the suitability of the Property. The Buyer may terminate this Agreement during the Inspection Period in accordance to Section 5(A)(1). The Buyer acknowledges that the Buyer was given an opportunity to inspect the Property, and is relying on information gathered during the inspection and not information provided to the Buyer by the Seller. The Buyer acknowledges that the information the Buyer has obtained about the Property has been from a variety of sources and that the Seller makes to representation as to the accuracy of that information. **THE BUYER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY'S OFFICER'S AND EMPLOYEES FROM ANY THIRD-PARTY CLAIMS RELATED TO ANY INSPECTIONS PERFORMED BY THE BUYER OR THE BUYER'S EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS. SUCH INDEMNIFICATION RESPONSIBILITY ON BUYER INCLUDES THE OBLIGATION TO PAY FOR ALL ATTORNEY'S FEES AND COURT COSTS INCURRED BY THE SELLER.**

2. TITLE INSURANCE. The Buyer will, at the Buyer's sole expense, order a current commitment for Title Insurance for the Property within 15 days of the Effective Date of this Agreement. The Buyer will send a copy of the title commitment and any documents related to title insurance to the Seller.

3. SURVEY. The Buyer may obtain a survey at the Buyer's expense within 15 days of the Effective Date of this Agreement. If the metes and bounds description of the Property in the survey obtained by the Buyer are different from the ones described in Attachment "A", then the parties may use the survey to describe the Property in this Agreement.

4. TITLE REVIEW PERIOD. The Buyer may review the commitment for title insurance and, if obtained, the survey, within 15 days of receiving the commitment for title insurance ("**Title Review Period**") and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer's objections, if any. If the Buyer does not send the Seller a written notice with the Buyer's objections within the Title Review Period, then the parties will proceed with the purchase and sale of the Property in accordance with the provisions of this Agreement. If the Seller receives objections from the Buyer, then the Seller will perform one of the following within 14 calendar

days of receiving Buyer's objections:

a. Notify the Buyer that the Seller will cure the Buyer's objections before the Closing Date. If the Seller elects this option, then the Seller will cure the Buyer's objections before the Closing Date;

b. Notify the Buyer that the Seller will cure the Buyer's objections, however the Seller and the Buyer must agree to postpone the Closing Date to allow the Seller enough time to cure the Buyer's objections. The Seller or the Buyer may terminate this Agreement in accordance to Section 5(A)(3) if the Buyer refuses to postpone the Closing Date; or

c. Notify the Buyer that the Seller will not cure the Buyer's objections and that the Seller will terminate this Agreement in accordance with Section 5(A)(3).

SECTION 5. TERMINATION.

A. This Agreement may be terminated as provided in this Section.

1. TERMINATION DURING INSPECTION PERIOD. The Buyer may terminate this Agreement for any reason at any time only during the Inspection Period by providing written notice to the Seller. The Buyer may afford the Seller a certain time to cure any defects on the Property that are discovered and notified to the Seller during the Inspection Period. The Seller may cure the defects notified by the Buyer or choose to terminate this Agreement if the Seller refuses to cure the defects. If the Buyer affords the Seller the opportunity to cure any defects, then the Seller will notify the Buyer whether it will cure the defects or terminate this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

2. TERMINATION FOR CAUSE. Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following written notice allowing for 15 calendar days opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Deposit made by the Buyer. If the Buyer terminates this Agreement for cause, then the Seller will refund the deposit to the Buyer and such will be the Buyer's sole remedy under this Agreement.

3. TERMINATION DURING TITLE REVIEW PERIOD. If during the Title Review Period, the parties decide to terminate this Agreement in accordance with Section 4(C)(4), then the terminating party will send a written termination notice to the nonterminating party. The Buyer may terminate this Agreement if the Seller fails to perform the obligations under Section 4(C)(4) of this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

4. TERMINATION FOR CASUALTY. If any damages occur to the Property before the Closing Date due to fire or another casualty, then the parties may mutually agree to postpone the Closing Date to allow the Seller time to repair the damages. The Buyer may only terminate this Agreement if the repairs to the Property by the Seller will lead to the Closing Date being postponed. If the Buyer does not want to postpone the Closing Date to allow the Seller to remedy the damages, then the Buyer may terminate this Agreement by sending a termination notice to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

SECTION 6. CLOSING.

A. Provided that the parties have not terminated this Agreement, the parties will meet all the obligations of this Agreement, including finalizing the sale and transfer of the Property ("**Closing**") within 30 calendar days following the expiration of the Title Review Period or such earlier date as may be specified by the Buyer by not less than five calendar days advance written notice to the Seller ("**Closing Date**"). A party's failure to meet all the obligations of this Agreement by or on the Closing Date is a breach of this Agreement.

B. SELLER'S OBLIGATIONS. Before or on the Closing Date the Seller will deliver the following to the Buyer through the Title Company:

1. A fully executed deed ("**Deed**") conveying title to the Property in a form substantially similar to the form included in this Agreement as **Attachment "B"**;

2. The environmental reports, test results and disposal documentation with regard to the demolition and removal of asbestos from the site, if any;

3. All keys or other access devices in the possession of the Seller or its agents to the locks located on the Property, if any; and

4. Any other items requested by the Title Company reasonably necessary to finalize the closing of this Agreement.

C. BUYER'S OBLIGATIONS. At the closing of this Agreement the Buyer will deliver the following to the Seller through the Title Company:

1. The Purchase Price minus the Deposit that is being held by the Title Company.

2. All Closing Costs. The Buyer is responsible for paying all fees associated with the closing of this Agreement, including any Title Company escrow fees. The Buyer will be responsible for paying any fees related to recording the Deed.

3. Any other items requested by the Title Company to finalize the closing of this Agreement.

D. TAXES. General real estate taxes, if any, for the then current year relating to the Property will be prorated on midnight before the Closing Date. If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Land and Improvements. Within 30 Business Days after the actual taxes for the year in which the Closing occurs are determined, Seller and Buyer shall adjust the proration of such taxes and Seller and Buyer, as the case may be, shall pay to the other any amount required as a result of such adjustment and this covenant shall not merge with the Deed delivered hereunder but shall survive the Closing. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller.

E. POSSESSION. Possession of the Property will be transferred to the Buyer from the Seller at the Closing of this Agreement, as such the Buyer acknowledges that the risk of loss transfers along with the possession of the Property.

SECTION 7. GENERAL PROVISIONS.

A. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.

B. INDEPENDENT CONTRACTOR RELATIONSHIP. This Agreement does not create an employee-employer relationship between the Buyer and the Seller. As such, the Seller is not subject to the liabilities or obligations the Buyer obtains under the performance of this Agreement.

C. TIME IS OF THE ESSENCE. The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement **"business days"** means Monday through Friday excluding City of El Paso holidays and **"calendar days"** means Monday through Sunday excluding City of El Paso holidays.

D. NOTICES. The parties will send all notices required by this Agreement in writing both postmarked and delivered by certified mail. All mailed notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

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

	CityManager1@elpasotexas.gov
Copy:	City Attorney City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890 CityAttorney@elpasotexas.gov
Copy:	City of El Paso Capital Assets Manager, Real Estate P.O. Box 1890 El Paso, Texas 79950-1890 RealEstate@elpasotexas.gov
To the Buyer:	MEP Electric Contracting INC 3100 Tierra Agave Dr. El Paso, TX 79938 mportillo07@live.com

E. CONFIDENTIALITY. The Buyer acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).

F. GOVERNING LAW. This Agreement is governed by Texas law.

G. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.

H. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.

I. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.

J. GOVERNMENTAL FUNCTIONS. The parties agree that the Seller is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the Seller is entering into this Agreement as a governmental entity performing a governmental function.

K. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.

L. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil

disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

M. SUCCESSORS AND ASSIGNS. This Agreement is binding on the Seller and the Buyer, and the Buyer's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.

N. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries for this Agreement.

O. REPRESENTATIONS AND WARRANTIES. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.

P. COUNTERPARTS. The parties may execute this Agreement in counterparts.

Q. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

(Signatures begin on the following pages)

EXECUTED by City the ___ day of _____, 2026

SELLER:
CITY OF EL PASO, TEXAS

By:_____
Dionne Mack
City Manager

APPROVED AS TO FORM:

Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

Mary Lou Espinoza, Capital Assets Manager
Real Estate

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

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

_____
Notary Public, State of Texas

My commission expires:

_____

EXECUTED by Buyer the ___ day of _____, 2026

BUYER:
MEP Electric Contracting INC.

By: _____
Marin Portillo, President

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 27 day of February, 2026 by Marin Portillo, as President of the **Buyer**.

_____
Notary Public, State of Texas

My commission expires:

_____

SELENA DELGADO DIEGO
Notary Public, State of Texas
Comm. Expires 01-12-2030
Notary ID 135545251

ATTACHMENT "A"
PROPERTY DESCRIPTION

Lot 10, Block E, SANTA FE ADDITION, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in the Real Property Records, El Paso County, Texas.

ATTACHMENT "B"

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

SPECIAL WARRANTY DEED

Effective Date: _____, 2026

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

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

Grantee: **MEP Electric Contracting INC.**

Grantee's Mailing Address: **3100 Tierra Agave Dr. El Paso, TX 79938**

PROPERTY (INCLUDING ANY IMPROVEMENTS):

Lot 10, Block E, SANTA FE ADDITION, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in the Real Property Records, El Paso County, Texas, as more particularly described in **Attachment "A"**.

CONSIDERATION

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

EXCEPTIONS TO CONVEYANCE
To be added per title commitment.

RESERVATIONS TO CONVEYANCE

None

WARRANTY AND CONVEYANCE

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and exceptions to warranty, GRANTS, SELLS, and CONVEYS to the GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging,

to have and hold it to the GRANTEE, the GRANTEE'S administrators, successors and assigns forever. The GRANTOR binds the GRANTOR and the GRANTOR'S successors and assigns to warrant and forever defend all and singular the Property to the GRANTEE and the GRANTEE'S administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor, but not otherwise.

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

IN WITNESS WHEREOF this Special Warranty Deed is executed this ____ day of _____, 2026.

GRANTOR:

CITY OF EL PASO

By: _____
Dionne Mack, City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF EL PASO)

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

_____
Notary Public in and for the State of Texas

My Commission expires: _____

AFTER RECORDING, RETURN TO:

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

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

Definitions:

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

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

Contributor / Donor Information:

Full Name: Marin Portillo

Business Name: MEP Electric Contracting, Inc.

Agenda Item Type: Real Estate Purchase / City Owned

Relevant Department: Capital Assets department

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

☒ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

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

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____ Date: 2-25-26

File #: 26-0345, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Ronny Rogers Properties, LLC, for the purchase price of $56,716.00; such real property legally described as a portion of Tract 40 N/K/A Tract 40-A, O.A. Danielson Survey 310, in El Paso County, Texas, according to a resurvey made for tax purposes and being more particularly described by metes and bounds in Exhibit "A" of the Ordinance and made a part hereof for all purposes intended.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Real Estate

AGENDA DATE: 3/17/26

PUBLIC HEARING DATE: 4/1/26

CONTACT PERSON NAME: Mary Lou Espinoza, Real Estate **PHONE NUMBER:** (915) 212-0825

2nd CONTACT PERSON NAME: Mandy Contreras, Real Estate **PHONE NUMBER:** (915) 212-1874

DISTRICT(S) AFFECTED: 6

AGENDA ITEM:

An ordinance authorizing the conveyance of real property owned by the City of El Paso to Ronny Rogers Properties, LLC, for the purchase price of $56,716.00; such real property legally described as a portion of Tract 40 N/K/A Tract 40-A, O.A. Danielson Survey 310, in El Paso County, Texas, according to a resurvey made for tax purposes and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes intended.

ISSUE STATEMENT:

City Council is asked to approve an ordinance that authorizes the City Manager, or designee, to effectuate the sale and closing of real property owned by the City of El Paso to Ronny Rogers Properties, LLC. Approval will result in $56,716.00 of revenue for the City.

BACKGROUND:

The City of El Paso desires to sell the real property parcel identified as PID # 221182, consisting of approximately 0.05 acres vacant land, that is proposed to be conveyed to Ronny Rogers, LLC for the purchase price of $56,716.00. This property has not been reviewed by City Council at this time.

The parcel met an exception to the Notice & Bidding requirements as found in the Local Government Code, Section 272.001(b)(1), which applies to "narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used under its current zoning or under applicable subdivision or other development control ordinances."

COUNCIL OPTIONS:

1. Approve the sale as presented.
2. Decline approval and direct staff to return with alternative options for land utilization.
3. Decline approval and retain property as part of City inventory.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by a committee.

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

N/A

RELATED CITY POLICIES:

City Real Estate policy; Texas Local Government Code Section 272.001

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

A) Disclosure of Campaign Contributions and Donation Forms
B) Ordinance
C) Contract of Sale and exhibits

FOR MORE INFORMATION:

Mary Lou Espinoza (915) 212-0825 EspinozaM@elpasotexas.gov

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

SIGNATURE: 

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

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

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

Definitions:

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

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

Contributor / Donor Information:

Full Name: Ronald Christopher Malooly, Jr.

Business Name: Ronny Rogers Properties, LLC

Agenda Item Type: _____

Relevant Department: _____

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

☐ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

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

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor	Renard Johnson	$2,500
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____ Date: 02/26/2026

ORDINANCE NO. _____

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

WHEREAS, this property is being sold pursuant to the broker listing procedure outlined in Texas Local Government Code 253; and

WHEREAS, Section 3.9 (C) of the El Paso City Charter requires conveyances of real property to be exercised through an ordinance; and

WHEREAS, the City of El Paso wishes to effectuate the sale of this property.

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

That the City Manager, or designee, is authorized to effectuate the sale and closing of the property legally described as a portion of Tract 40 N/K/A Tract 40-A, O.A. DANIELSON SURVEY 310, in El Paso County, Texas, according to a resurvey made for tax purposes and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes intended., such property being owned by the City of El Paso, for the purchase price of $56,716.00.

Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with Ronny Rogers Properties, LLC, (2) sign any and all documents necessary to effectuate the sale and closing of the property, and (3) exercise all rights and obligations as provided in the Contract of Sale; and (4) sign any contract amendments that do not affect the sale price, including but not limited to, time extensions associated with due diligence periods.

(Signatures begin on the following page)

ADOPTED this _____ day of _____ 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Mary Lou Espinoza, Capital Assets Manager
Real Estate Division

THE STATE OF TEXAS)
) **CONTRACT OF SALE**
COUNTY OF EL PASO) **1384 George Dieter/PID # 221182**

This Contract of Sale ("**Agreement**") is made this _____ day of _____, 2026 ("**Effective Date**") between the City of El Paso, a home-rule municipal corporation organized and existing under the laws of the State of Texas ("**Seller**") and Ronny Rogers Properties, LLC ("**Buyer**"). For the convenience of the parties, all defined terms appear in **bold face** print when first defined. The parties agree as follows:

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

A. Subject to the terms of this Agreement, the Seller will sell to the Buyer and the Buyer will purchase from the Seller the property described as follows:

1. A portion of Tract 40 N/K/A Tract 40-A, O.A. DANIELSON SURVEY 310, in El Paso County, Texas, according to a resurvey made for tax purposes and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes intended., as further described in **Attachment "A"**, the "**Property**".

SECTION 2. PURCHASE PRICE AND TITLE COMPANY.

A. The Buyer will pay the Seller a total amount of $56,716.00 for the Property ("**Purchase Price**"). The Purchase Price above is to be paid by the Buyer to the Seller through the Title Company selected by the Seller ("**Title Company**") at the Closing of this Agreement.

B. The Buyer will submit a check to the Title Company in the amount of $567.16 ("**Deposit**"), within 15 calendar days of the Effective Date. The Title Company will hold the Deposit in an escrow to be applied as provided by this Agreement. If the sale of the Property is in accordance with the provisions in this Agreement, then the Title Company will apply the Deposit to the Purchase Price of the Property at Closing.

C. The Title Company will act as the escrow holder in this transaction. The Seller will deliver signed copies of this Agreement to the Title Company which will serve as instructions for the closing of this transaction.

SECTION 3. SELLER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. To the best of the Seller's knowledge the Seller warrants to the Buyer that:

1. The Seller has the full right to convey the Property, as such the Buyer's rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;

2. No leasehold rights or interests have been granted and are currently in effect involving the Property;

3. No work has been performed on the Property or any materials have been provided for work on the Property that could result in a mechanic's or materialman's lien;

4. There are no pending claims of damage to property or injury to person occurring on the Property;

5. The Seller has not received any notices of condemnation regarding the Property; and

6. There are no unpaid utility bills or unfulfilled maintenance contracts regarding the Property.

7. **Property Sold "As Is".** THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS", "WHERE IS" TRANSACTION. BUYER ACKNOWLEDGES AND AGREES THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, THE PURCHASE OF THE PROPERTY SHALL BE ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS" BASIS, SUBJECT TO ORDINARY WEAR AND TEAR FROM THE EFFECTIVE DATE UNTIL CLOSING, AND (B) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, SELLER HAS NO OBLIGATION TO REPAIR ANY DAMAGE TO OR DEFECT IN THE PROPERTY, REPLACE ANY OF THE PROPERTY OR OTHERWISE REMEDY ANY MATTER AFFECTING THE CONDITION OF THE PROPERTY. THIS PROVISION SHALL BE DEEMED TO SURVIVE THE CLOSING.

B. OBLIGATIONS. The Seller will comply with the following obligations:

1. Within 15 business days of the Effective Date, the Seller will deliver the following documents to the Buyer, if such documents exist:

   a. Any "as-built" plans for any improvements on the Property, if any;

   b. Tax bills showing the amount of the current real property tax and the assessed value of the land; and

   c. All environmental reports of the Property and the improvements on the Property.

2. If the Seller has contracted a real estate broker or agent to represent the Seller in the transaction of this Agreement, then the Seller is responsible for the payments of that

contract.

C. RIGHTS.

1. The Seller may select the Title Company that will assist with the sale of the Property. The Seller will forward this Agreement to the Title Company to be used at escrow instructions.

SECTION 4. BUYER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. The Buyer warrants that:

1. There will be no unpaid bills or claims in connection with the inspection of the Property;

B. OBLIGATIONS. The Buyer will comply with the following obligations:

1. **AFTER THE CLOSING, THE BUYER WILL BE RESPONSIBLE FOR ALL ENVIRONMENTAL MATTERS THAT ARISE, EVEN IF SUCH ENVIRONMENTAL MATTERS WERE KNOWN BEFORE THE CLOSING. AFTER THE CLOSING, THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM LIABILITY FROM ENVIRONMENTAL PROBLEMS THAT AFFECT THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF THE SELLER'S REPRESENTATIVES. THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON THE SELLER IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.**

2. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that contract.

C. RIGHTS. The Buyer is responsible for all costs associated with exercising the following rights:

1. INSPECTION. The Buyer may inspect the Property within 30 days of the Effective Date of this Agreement ("**Inspection Period**"). The Buyer will be responsible for all expenses related to the inspection or any other examination of the Property. The Buyer will ensure that its representatives, agents, consultants, or any other persons related to the inspection of the Property, if any, have general liability insurance of at least $500,000.00 and property damage insurance of at least $500,000.00 during the Inspection Period. The Buyer will ensure the insurance policies are with an insurance provider that is licensed in the State of Texas and are acceptable to the Seller. The Seller disclaims any warranties regarding the condition of the Property and/or the suitability of the Property. The Buyer may terminate this Agreement during the Inspection Period in accordance to Section 5(A)(1). The Buyer acknowledges that the Buyer was given an opportunity to inspect the Property, and is relying on information gathered during the inspection and not information provided to the Buyer by the Seller. The Buyer acknowledges that the information the Buyer has obtained about the Property has been from a variety of sources and that the Seller makes to representation as to the accuracy of that information. **THE BUYER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY'S OFFICER'S AND EMPLOYEES FROM ANY THIRD-PARTY CLAIMS RELATED TO ANY INSPECTIONS PERFORMED BY THE BUYER OR THE BUYER'S EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS. SUCH INDEMNIFICATION RESPONSIBILITY ON BUYER INCLUDES THE OBLIGATION TO PAY FOR ALL ATTORNEY'S FEES AND COURT COSTS INCURRED BY THE SELLER.**

2. TITLE INSURANCE. The Buyer will, at the Buyer's sole expense, order a current commitment for Title Insurance for the Property within 15 days of the Effective Date of this Agreement. The Buyer will send a copy of the title commitment and any documents related to title insurance to the Seller.

3. SURVEY. The Buyer may obtain a new survey or update an existing survey at the Buyer's expense within 15 days of the Effective Date of this Agreement. If the metes and bounds description of the Property in the survey obtained by the Buyer are different from the ones described in Attachment "A", then the parties may use the new survey to describe the Property in this Agreement.

4. TITLE REVIEW PERIOD. The Buyer may review the commitment for title insurance and the survey within 15 days of receiving the commitment for title insurance ("**Title Review Period**") and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer's objections, if any. If the Buyer does not send the Seller a written notice with the Buyer's objections within the Title Review Period, then the parties will proceed with the purchase and sale of the Property in accordance with the provisions of this Agreement. If the Seller receives objections from the Buyer,

then the Seller will perform one of the following within 15 calendar days of receiving Buyer's objections:

a. Notify the Buyer that the Seller will cure the Buyer's objections before the Closing Date. If the Seller elects this option, then the Seller will cure the Buyer's objections before the Closing Date;

b. Notify the Buyer that the Seller will cure the Buyer's objections, however the Seller and the Buyer must agree to postpone the Closing Date to allow the Seller enough time to cure the Buyer's objections. The Seller or the Buyer may terminate this Agreement in accordance to Section 5(A)(3) if the Buyer refuses to postpone the Closing Date; or

c. Notify the Buyer that the Seller will not cure the Buyer's objections and that the Seller will terminate this Agreement in accordance with Section 5(A)(3).

SECTION 5. TERMINATION.

A. This Agreement may be terminated as provided in this Section.

1. TERMINATION DURING INSPECTION PERIOD. The Buyer may terminate this Agreement for any reason at any time only during the Inspection Period by providing written notice to the Seller. The Buyer may afford the Seller a certain time to cure any defects on the Property that are discovered and notified to the Seller during the Inspection Period. The Seller may cure the defects notified by the Buyer or choose to terminate this Agreement if the Seller refuses to cure the defects. If the Buyer affords the Seller the opportunity to cure any defects, then the Seller will notify the Buyer whether it will cure the defects or terminate this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

2. TERMINATION FOR CAUSE. Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following written notice allowing for 15 calendar days opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Deposit made by the Buyer. If the Buyer terminates this Agreement for cause, then the Seller will refund the deposit to the Buyer and such will be the Buyer's sole remedy under this Agreement.

3. TERMINATION DURING TITLE REVIEW PERIOD. If during the Title Review Period, the parties decide to terminate this Agreement in accordance with Section 4(C)(4), then the terminating party will send a written termination notice to the nonterminating party. The Buyer may terminate this Agreement if the Seller fails to perform the obligations under Section 4(C)(4) of this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

4. TERMINATION FOR CASUALTY. If any damages occur to the Property before the Closing Date due to fire or another casualty, then the parties may mutually agree to postpone the Closing Date to allow the Seller time to repair the damages. The Buyer may only terminate this Agreement if the repairs to the Property by the Seller will lead to the Closing Date being postponed. If the Buyer does not want to postpone the Closing Date to allow the Seller to remedy the damages, then the Buyer may terminate this Agreement by sending a termination notice to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

SECTION 6. CLOSING.

A. Provided that the parties have not terminated this Agreement, the parties will meet all the obligations of this Agreement, including finalizing the sale and transfer of the Property ("**Closing**") within 30 calendar days following the expiration of the Title Review Period or such earlier date as may be specified by the Buyer by not less than five calendar days advance written notice to the Seller ("**Closing Date**"). A party's failure to meet all the obligations of this Agreement by or on the Closing Date is a breach of this Agreement.

B. SELLER'S OBLIGATIONS. Before or on the Closing Date the Seller will deliver the following to the Buyer through the Title Company:

1. A fully executed deed ("**Deed**") conveying title to the Property in a form substantially similar to the form included in this Agreement as **Attachment "B"**;

2. The environmental reports, test results and disposal documentation with regard to the demolition and removal of asbestos from the site, if any;

3. All keys or other access devices in the possession of the Seller or its agents to the locks located on the Property, if any; and

4. Any other items requested by the Title Company reasonably necessary to finalize the closing of this Agreement.

C. BUYER'S OBLIGATIONS. At the closing of this Agreement the Buyer will deliver the following to the Seller through the Title Company:

1. The Purchase Price minus the Deposit that is being held by the Title Company.

2. All Closing Costs. The Buyer is responsible for paying all fees associated with the closing of this Agreement, including any Title Company escrow fees. The Buyer will be responsible for paying any fees related to recording the Deed.

3. Any other items requested by the Title Company to finalize the closing of this Agreement.

D. TAXES. General real estate taxes, if any, for the then current year relating to the Property will be prorated on midnight before the Closing Date. If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Land and Improvements. Within 30 Business Days after the actual taxes for the year in which the Closing occurs are determined, Seller and Buyer shall adjust the proration of such taxes and Seller and Buyer, as the case may be, shall pay to the other any amount required as a result of such adjustment and this covenant shall not merge with the Deed delivered hereunder but shall survive the Closing. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller.

E. POSSESSION. Possession of the Property will be transferred to the Buyer from the Seller at the Closing of this Agreement, as such the Buyer acknowledges that the risk of loss transfers along with the possession of the Property.

SECTION 7. GENERAL PROVISIONS.

A. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.

B. INDEPENDENT CONTRACTOR RELATIONSHIP. This Agreement does not create an employee-employer relationship between the Buyer and the Seller. As such, the Seller is not subject to the liabilities or obligations the Buyer obtains under the performance of this Agreement.

C. TIME IS OF THE ESSENCE. The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement **"business days"** means Monday through Friday excluding City of El Paso holidays and **"calendar days"** means Monday through Sunday excluding City of El Paso holidays.

D. NOTICES. The parties will send all notices required by this Agreement in writing both postmarked and delivered by certified mail. All mailed notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

Seller: The City of El Paso
Attn: City Manager
P. O. Box 1890

	El Paso, Texas 79950-1890 CityManager1@elpasotexas.gov
Copy:	City Attorney City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890 CityAttorney@elpasotexas.gov
Copy:	City of El Paso Capital Assets Manager, Real Estate P.O. Box 1890 El Paso, Texas 79950-1890 RealEstate@elpasotexas.gov
To the Buyer:	Ronny Rogers Properties, LLC PO Box 972210 El Paso, TX 79997 cmalooly@epxteam.com

E. CONFIDENTIALITY. The Buyer acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).

F. GOVERNING LAW. This Agreement is governed by Texas law.

G. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.

H. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.

I. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.

J. GOVERNMENTAL FUNCTIONS. The parties agree that the Seller is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the Seller is entering into this Agreement as a governmental entity performing a governmental function.

K. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.

L. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

M. SUCCESSORS AND ASSIGNS. This Agreement is binding on the Seller and the Buyer, and the Buyer's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.

N. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries for this Agreement.

O. REPRESENTATIONS AND WARRANTIES. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.

P. COUNTERPARTS. The parties may execute this Agreement in counterparts.

Q. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

(Space left intentionally blank)

(Signatures begin on the following pages)

EXECUTED by City the ___ day of _____,2026

SELLER:
CITY OF EL PASO, TEXAS

By:_____
Dionne Mack
City Manager

APPROVED AS TO FORM:

_____
Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Mary Lou Espinoza, Capital Assets Manager
Real Estate

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

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

_____
Notary Public, State of Texas

My commission expires:

_____

(Signatures continue on following page)

EXECUTED by Buyer the 26 day of February, 2026

BUYER:
Ronny Rogers Properties, LLC, a Texas limited liability company

By: _____
Chris Malooly Jr, Registered Agent

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 26 day of February, 2026 by Chris Malooly Jr., as Registered Agent of the **Buyer**.

_____
Notary Public, State of Texas

My commission expires:

April 27, 2029

PUSTHI LEVA
My Notary ID # 133066867
Expires April 27, 2029

ATTACHMENT "A"
SURVEY

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA	
C1	1380.00'	38.41'	38.41'	S00°17'39"W	01°17'39"	RECORD
C1	1380.00'	38.37'	38.37'	S00°17'36"W	01°35'35"	
C2	1361.45'	26.40'	26.40'	N00°03'33"E	01°06'39"	

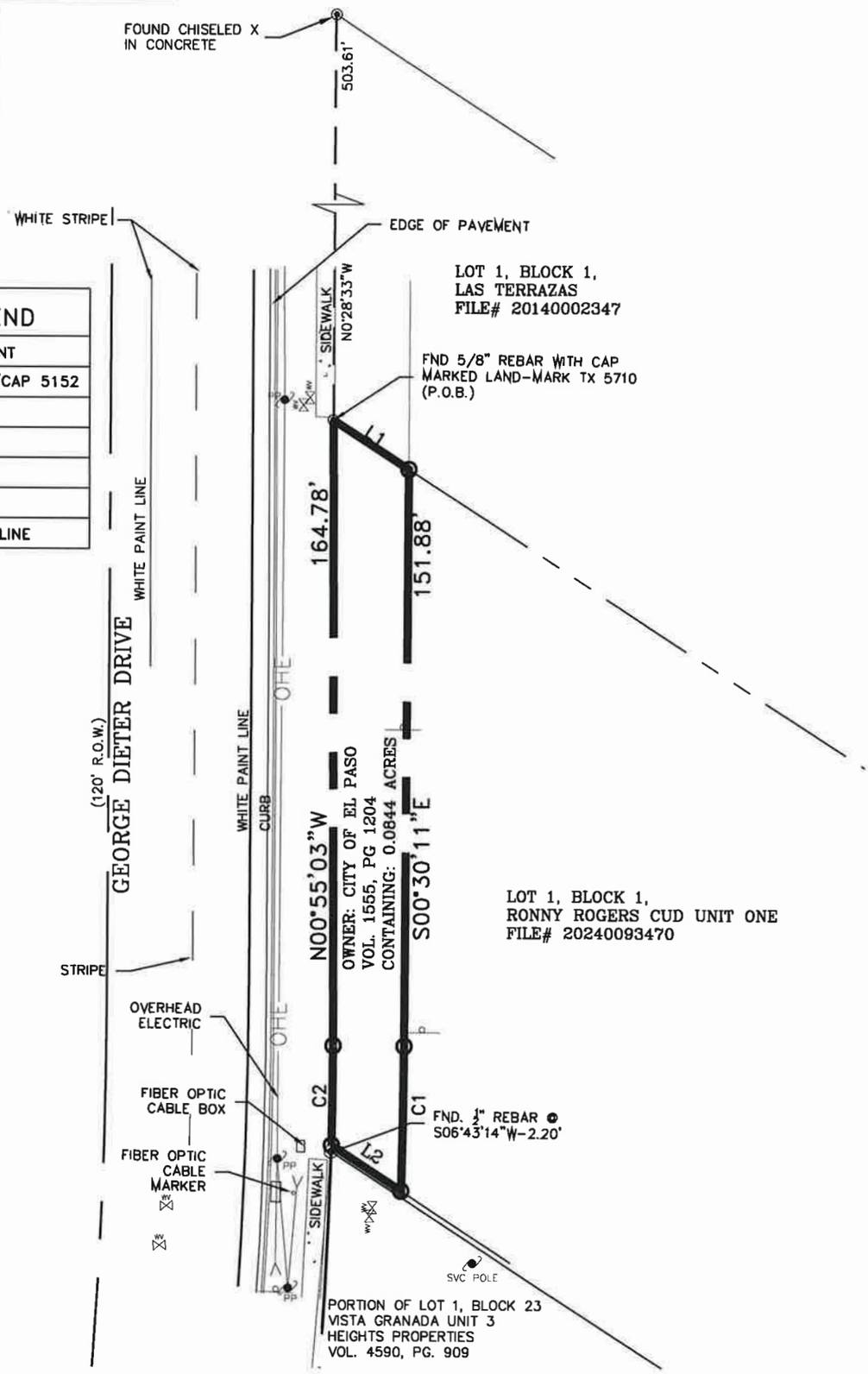
LINE	LENGTH	BEARING
L1	23.80'	S57°41'00"E
L2	22.06'	N57°38'56"W

NOTES:

A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING.

BEARINGS BASED ON WARRANTY DEED TO THE CITY OF EL PASO RECORDED IN VOLUME 1555, PAGE 1204, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS

SYMBOL LEGEND	
◉	FOUND CONTROL POINT
O	SET 1/2" REBAR W/CAP 5152
-d-	TRAFFIC SIGN
WV	WATER VALVE
PP	POWER POLE
V	GUY WIRE
OHE	OVERHEAD ELECTRIC LINE



CERTIFICATION

THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF BASED ON THE FACTS EXISTING AT TIME OF THIS SURVEY.

RON R. CONDE R.P.L.S #5152

SCALE: 1"=40'

JOB # 325-23 | DATE: MAY 16, 2025 | FIELD: W.B. | OFFICE: C.C.

STATE OF TEXAS REGISTERED RONALD ROBERT CONDE 5152 PROFESSIONAL LAND SURVEYOR

A PORTION OF TRACT 40,
O.A. DANIELSON SURVEY 310, CITY OF EL PASO,
EL PASO COUNTY, TEXAS, AS DESCRIBED BY METES
AND BOUNDS RECORDED IN VOLUME 1555, PAGE 1204

CONDE INC.
6080 SURETY SUITE 100
EL PASO, TEXAS 79905, FIRM#10078100

CADD FILE: S:\SU\E\OA 310

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Prepared for EPX
May 16, 2025

METES AND BOUNDS DESCRIPTION

Description of a parcel of being a portion of Tract 40, O.A. Danielson Survey No. 310, City of El Paso, El Paso County, Texas Texas and being more particularly described by Metes and Bounds as follows:

The **"TRUE POINT OF BEGINNING"** being a found 5/8" rebar with cap marked Landmark TX 5710 for the southwesterly corner of Lot 1, Block 1, Las Terrazas Subdivision, from which a found chiseled x on concrete for the northwesterly corner of Lot 1, Block 1, Las Terrazas Subdivision bears, North 00°34'53" East a distance of 503.56 feet (measured) 503.61 feet (record);

Thence along the southerly line of Las Terrazas Unit One, South 57°41'00" East a distance of 23.80 feet to a set ½" rebar with cap marked TX 5152 for the northwesterly corner of lot 1, Block 1, Ronny Rogers CUD Unit One;

Thence along the westerly line of Lot 1, Block 1, Ronny Rogers CUD Unit One, South 00°30'11" East a distance of 151.88 feet to a set ½" rebar with cap marked TX 5152 for a point of curve;

Thence 38.37 feet along the arc of a curve to the right which has a radius of 1380.00 feet a central angle of 01°35'35" a chord which bears South 00°17'36" West a distance of 38.37 feet to a set ½" rebar with cap marked TX 5152 on the southerly line of Ronny Rogers CUD Unit One;

Thence along said line, North 57°38'56" West a distance of 22.06 feet to set ½" rebar with cap marked TX 5152 on the easterly right of way line of George Dieter Drive;

Thence along said right of way line, 26.40 feet along the arc of a curve to the left which has a radius of 1361.45 feet a central angle of 01°06'39" a chord which bears North 00°03'33" East a distance of 26.40 feet to a set ½" rebar with cap marked TX 5152;

Thence along said right of way line, North 00°55'03" West a distance of 164.78 feet to the "TRUE POINT OF BEGINNING" and containing 3,678 Square Feet or 0.0844 Acres of land more or less.

Note: A drawing of even date accompanies this description.



Ron R. Conde
R.P.L.S. No. 5152

CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM# 10078100

ATTACHMENT "B"

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

SPECIAL WARRANTY DEED

Effective Date:	_____, 2026
Grantor:	**City of El Paso, Texas,** a Texas home-rule municipality
Grantor's Mailing Address:	City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890
Grantee:	**Ronny Rogers Properties,** LLC
Grantee's Mailing Address:	PO Box 972210 El Paso, TX 79997

PROPERTY (INCLUDING ANY IMPROVEMENTS):

A portion of Tract 40 N/K/A Tract 40-A, O.A. DANIELSON SURVEY 310, in El Paso County, Texas, according to a resurvey made for tax purposes and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes intended, as more particularly described in **Attachment "A"**.

CONSIDERATION

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

EXCEPTIONS TO CONVEYANCE
To be added per title commitment.

RESERVATIONS TO CONVEYANCE

None

WARRANTY AND CONVEYANCE

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and exceptions to warranty, GRANTS, SELLS, and CONVEYS to the GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to the GRANTEE, the GRANTEE'S administrators, successors and assigns forever. The GRANTOR binds the GRANTOR and the GRANTOR'S successors and assigns to warrant and forever defend all and singular the Property to the GRANTEE and the GRANTEE'S administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor, but not otherwise.

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

IN WITNESS WHEREOF this Special Warranty Deed is executed this ____ day of _____, 2026.

GRANTOR:

CITY OF EL PASO

By: _____
Dionne Mack, City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF EL PASO)

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

_____
Notary Public in and for the State of Texas

My Commission expires: _____

AFTER RECORDING, RETURN TO:

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA	
C1	1380.00'	38.41'	38.41'	S00°17'39"W	01°17'39"	RECORD
C1	1380.00'	38.37'	38.37'	S00°17'36"W	01°35'35"	
C2	1361.45'	26.40'	26.40'	N00°03'33"E	01°06'39"	

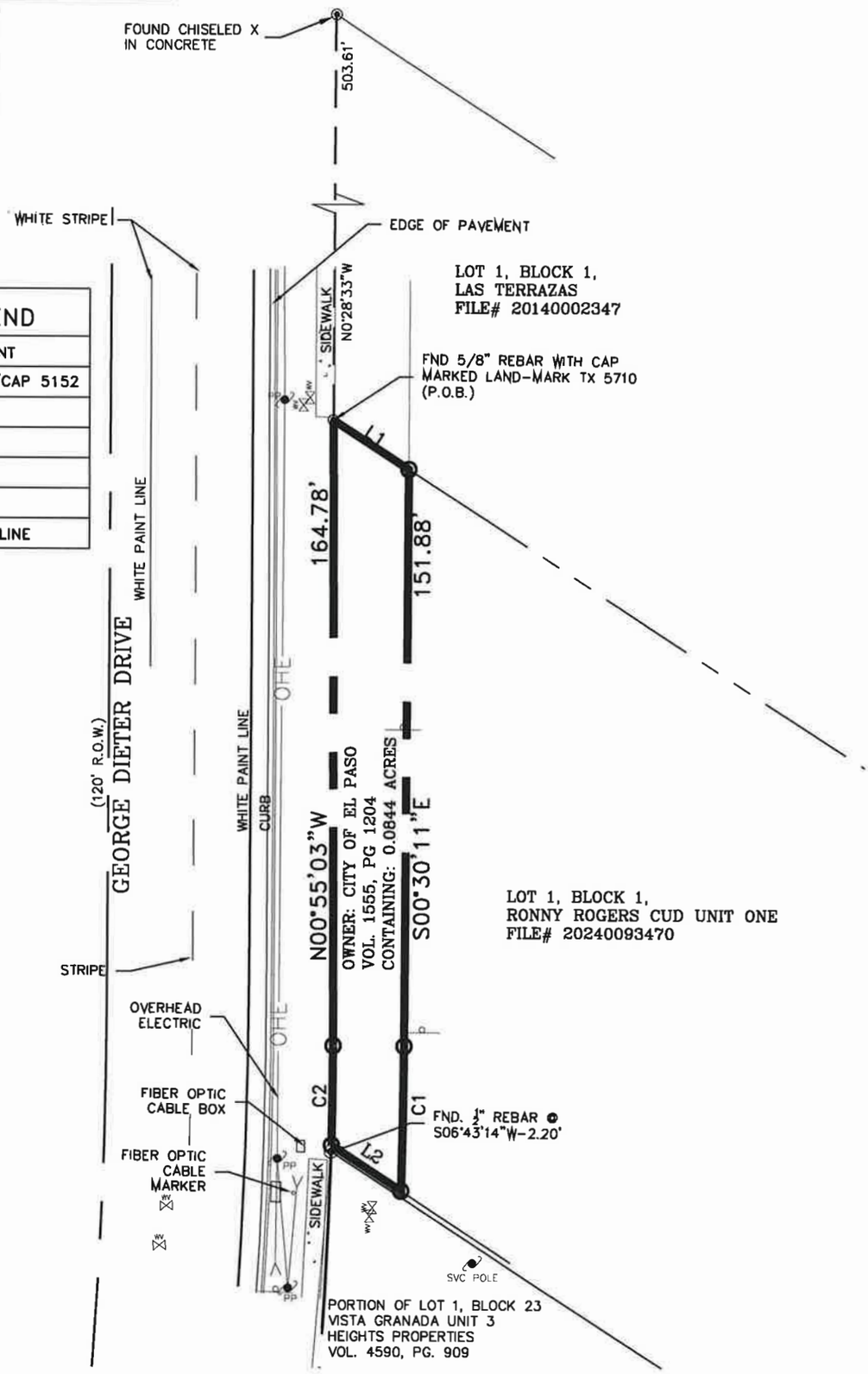
LINE	LENGTH	BEARING
L1	23.80'	S57°41'00"E
L2	22.06'	N57°38'56"W

NOTES:

A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING.

BEARINGS BASED ON WARRANTY DEED TO THE CITY OF EL PASO RECORDED IN VOLUME 1555, PAGE 1204, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS

SYMBOL LEGEND	
◉	FOUND CONTROL POINT
O	SET 1/2" REBAR W/CAP 5152
-d-	TRAFFIC SIGN
WV	WATER VALVE
PP	POWER POLE
V	GUY WIRE
OHE	OVERHEAD ELECTRIC LINE



CERTIFICATION

THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF BASED ON THE FACTS EXISTING AT TIME OF THIS SURVEY.

RON R. CONDE R.P.L.S #5152

SCALE: 1"=40'

JOB # 325-23 | DATE: MAY 16, 2025 | FIELD: W.B. | OFFICE: C.C.

STATE OF TEXAS REGISTERED RONALD ROBERT CONDE 5152 PROFESSIONAL LAND SURVEYOR

A PORTION OF TRACT 40,
O.A. DANIELSON SURVEY 310, CITY OF EL PASO,
EL PASO COUNTY, TEXAS, AS DESCRIBED BY METES
AND BOUNDS RECORDED IN VOLUME 1555, PAGE 1204

CONDE INC.
6080 SURETY SUITE 100
EL PASO, TEXAS 79905, FIRM#10078100

CADD FILE: S:\SU\E\OA 310

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ALL RIGHTS RESERVED

Prepared for EPX
May 16, 2025

METES AND BOUNDS DESCRIPTION

Description of a parcel of being a portion of Tract 40, O.A. Danielson Survey No. 310, City of El Paso, El Paso County, Texas Texas and being more particularly described by Metes and Bounds as follows:

The **"TRUE POINT OF BEGINNING"** being a found 5/8" rebar with cap marked Landmark TX 5710 for the southwesterly corner of Lot 1, Block 1, Las Terrazas Subdivision, from which a found chiseled x on concrete for the northwesterly corner of Lot 1, Block 1, Las Terrazas Subdivision bears, North 00°34'53" East a distance of 503.56 feet (measured) 503.61 feet (record);

Thence along the southerly line of Las Terrazas Unit One, South 57°41'00" East a distance of 23.80 feet to a set ½" rebar with cap marked TX 5152 for the northwesterly corner of lot 1, Block 1, Ronny Rogers CUD Unit One;

Thence along the westerly line of Lot 1, Block 1, Ronny Rogers CUD Unit One, South 00°30'11" East a distance of 151.88 feet to a set ½" rebar with cap marked TX 5152 for a point of curve;

Thence 38.37 feet along the arc of a curve to the right which has a radius of 1380.00 feet a central angle of 01°35'35" a chord which bears South 00°17'36" West a distance of 38.37 feet to a set ½" rebar with cap marked TX 5152 on the southerly line of Ronny Rogers CUD Unit One;

Thence along said line, North 57°38'56" West a distance of 22.06 feet to set ½" rebar with cap marked TX 5152 on the easterly right of way line of George Dieter Drive;

Thence along said right of way line, 26.40 feet along the arc of a curve to the left which has a radius of 1361.45 feet a central angle of 01°06'39" a chord which bears North 00°03'33" East a distance of 26.40 feet to a set ½" rebar with cap marked TX 5152;

Thence along said right of way line, North 00°55'03" West a distance of 164.78 feet to the "TRUE POINT OF BEGINNING" and containing 3,678 Square Feet or 0.0844 Acres of land more or less.

Note: A drawing of even date accompanies this description.



Ron R. Conde
R.P.L.S. No. 5152

CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM# 10078100

File #: 26-0346, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

An Ordinance amending Title 2 (Administration and Personnel), Chapter 2.40 (Department of Museums and Cultural Affairs), amending Section 2.40.100 (Artist Market), to allow for expanded Artist Markets outside of the Union Plaza footprint.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Museums and Cultural Affairs Department

AGENDA DATE: 3/17/26

PUBLIC HEARING DATE: 4/1/26

CONTACT PERSON NAME: Ben Fyffe **PHONE NUMBER:** 915-212-0110

2nd CONTACT PERSON NAME: Claudia Cardoza **PHONE NUMBER:** 915-212-0110

DISTRICT(S) AFFECTED: All

AGENDA ITEM:

An Ordinance amending Title 2 (Administration and Personnel), Chapter 2.40 (Department of Museums and Cultural Affairs), amending section 2.40.100 (Artist Market).

ISSUE STATEMENT:

Section 2.40.100 (Artist Market) is being amended to reflect that the designated market footprint no longer resides within Union Plaza.

BACKGROUND:

Changes to Section 2.40.100 are necessary to enhance and grow the Artist Market in the City of El Paso and reflect the changes in it's designated footprint

COUNCIL OPTIONS:

1. Approve the ordinance amending section 2.40.100 (Artist Market) as presented.
2. Decline approval of the ordinance amending section 2.40.100 (Artist Market) or in part and direct staff to return with options.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

Not applicable.

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

Not applicable.

RELATED CITY POLICIES:

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

PRIOR COUNCIL ACTION:

Ordinance No. 17580 establishing the Artist Market was adopted on June 14, 2011.

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

Not applicable.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Not applicable.

NAME	AMOUNT ($)

ATTACHMENTS:

A. Ordinance

FOR MORE INFORMATION:

Ben Fyffe 915-212-0110 fyffebe@elpasotexas.gov

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

SIGNATURE:

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

ORDINANCE NO._____

AN ORDINANCE AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 2.40 (DEPARTMENT OF MUSEUM AND CULTURAL AFFAIRS) AMENDING SECTION 2.40.100 (ARTIST MARKET.)

WHEREAS, Section 2.40.100 of the El Paso City Code governs the operation of Artist Markets; and

WHEREAS, it is found that changes to Section 2.40.100 are necessary to enhance and grow Artist Markets in the City of El Paso;

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

That the El Paso City Code Title 2 Chapter 2.40 Section 2.40.100 be amended as follows:

1. Amend as follows:

2.40.100 - Artist Market

A. Definitions.

As used in Section 2.40.100, the following terms shall have the following meanings:

1. "Artist Market" means the sale of locally made, home crafted or hand assembled are and crafts, which have been home crafted or hand assembled or produced by the seller or members of the seller's household, including leather goods; drawings, paintings and prints; photographs; woodwork; metalcraft; ceramics and pottery; weaving and yarn work macrame; needlework; beadwork; sculpture; jewelry; stitchery and sewing; clothing and accessories; glasswork; natural fiber crafts and basketry; live street music performers without amplification, more specifically defined in Artist Market Policies and Procedures (hereinafter "policies and procedures") authorized to be developed by the Museums and Cultural Affairs Department.

2. "Artist Market Manager" means the city manager or designee appointed to administer the city's policies and procedures relevant to the organization, administration and management of the artist market and events related thereto.

3. "Homemade or hand assembled" means an item that has two or more distinctive parts, combined and permanently attached by intent, labor, creativity and skill to produce a more attractive or valuable product, which were made by the Vendor.

4. "Region" means within the El Paso city limits.

5. "Vendor" means resident of the region who displays and sells homemade or hand assembled goods at the Artist Market and those who are members of the same household. A vendor shall not have a storefront or sell his or her artwork from a store, with the exception of vendor applicants who have a storefront the El Paso city limits. A vendor must be 18 years old or older.

B. Authorization.

The City Manager or a designee is hereby authorized to create an outdoor Artist Market permitting vendors to sell handmade or hand assembled merchandise. The Artist market will take place in the designated market area, as defined in the traffic control plan, at the designated time. The city manager or a designee is hereby authorized to establish artist market procedures (the "procedures") for its operation in compliance with this chapter.

C. Vendor Permit.

1. The Artist market manager shall issue a permit authorizing a person to be a vendor at the Artist market to qualifying vendors. Such permit shall contain the vendor's name and the type of handmade or hand assembled merchandise that is authorized for sale at the Artist market.

2. Vendor spaces at the Artist Market will be available at the discretion of the Artist Market Manager. The fee for weekly use of vendor spaces shall be in the amount set forth in the budget resolution of the city council or another resolution of the city council.

3. The city manager or a designee and is hereby authorized to approve, deny, revoke or suspend such permit. Grounds to deny, revoke or suspend a permit are as follows:

(a) a violation of this chapter; or

(b) a public offence or disturbance that causes disruption to the operation of the Artist Market.

4. Decision Review.

(a) Intent of Review - The applicant must submit a written request for review letter to the Artist market manager within seven (7) business days from the date of the denial, revocation or suspension. This correspondence must be addressed the Artist market manager, and must include specific information identifying the applicant, the type of handmade or hand assembled craft for which a vendor permit is being applied for, and a brief description on the basis of which an review is being

sought (e.g., administrative error, conflict of interest, presentation of misinformation, etc.).

(b) Conference - Following the receipt and review of the request for review letter, the director of MCAD ("director") will then schedule a conference with the appellant to review and discuss the denial, revocation or suspension of the vendor permit, and to allow the applicant to express his or her reasons for requesting review of the decision. Based on the findings of this conference, a response document will be developed by the director or a designee identifying the findings, and will be provided to the applicant within 10 business days.

(c) Conclusion ~If the director finds grounds for review and reconsideration, the permit application will be re-evaluated by the city manager or designee with consideration of the findings of the conference.

D. Streets and Right of Ways.

1. Use of the public rights of way must be in compliance with Sections 12.30.030(D), 13.20.040(C)(4) and 15.08.120(G) of this code. The department shall be exempt from the permitting requirement, however shall notify the El Paso Department of Transportation (“EPDOT") on a quarterly basis of dates, times, and shall provide a master traffic control plan approved by the City traffic engineer for all planned Artist market events. The department shall notify EPDOT of any changes within 30 days of the changed event.

E. Proof of tax eligibility.

All vendors must provide proof of gross receipts tax collection capabilities when conducting business at the artist market, which must either be a state sales tax permit or an exemption certificate. Proof shall be provided to the City Manager or a designee. All vendors shall abide by all Federal and State laws regarding taxation and immigration.

F. Vendor requirements.

1. Vendors must permit the Artist market manager or a designee to inspect the homemade or hand assembled artwork to verify authenticity at the Vendors studio or location where· the artwork is made as well at the Artist market.

2. A vendor must not display, offer for sale, or sell any merchandise in the Artists market without a permit issued pursuant to this chapter and the policies and procedures.

3. All vendors must sell only merchandise authorized and approved under the policies and as the vendor's individual permit allows. Vendor must display his or her permit at all times when displaying or offering merchandise at the Artist market.

4. A vendor must pay the permit fee established by resolution of the city council before using or occupying space at the artist market, unless exempt under this chapter.

5. Vendor permits will not be issued for items made in any medium which are commonly used, or intended to be used for the consumption of illegal drugs, to include but not be limited to pipes, bongs and other paraphernalia. These items are prohibited from the Artist market.

6. Vehicles.

(a) All vehicles shall be removed from the designated market footprint fifteen minutes prior to the start of the Artist market. All vehicles are prohibited from driving on the sidewalks in in the designated market footprint during the Artist market with the exception of city and emergency vehicles, vehicles authorized by the department under the procedures, and market vehicles used to load and unload merchandise and equipment during specified times as designated in the procedures.

(b) The active use of bicycles, skateboards, roller blades, and roller skates are prohibited in the designated market area during artist market hours with the exception of such items used by law enforcement personnel or pedicabs licensed under Chapter 6.34 of this code.

(c) No person shall cause an obstruction of the entrances of businesses adjacent to artist market.

7. Vendors must remove all equipment, supplies, and trash from the vendor space and leave the vendor space in the same condition that it was in upon vendor's arrival.

8. Vendors may not display or sell obscene items as defined in the Texas Penal Code Chapter 43.

9. It is unlawful for any person to do any act forbidden, or fail to perform any act required in sub-section (F)(6).

G. Logistical Accessibility for Americans with Disabilities Act (ADA) and Seniors.

1. The Artist Market Manager shall provide operational accommodations for licensed vendors who request an ADA accommodation.

2. When practical the Artist Market Manager may provide operational accommodations to those licensed vendors 60 years of age or over at the discretion of the Artist Market Manager.

2. Except as herein amended, the El Paso City Code remains in full force and effect.

(Signatures on the following page)

ADOPTED this _____ day of _____,2026.

THE CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Robert Aguinaga Jr
Robert Aguinaga
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ben Fyffe, Managing Director
Museums and Cultural Affairs Department

File #: 26-0329, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of a portion of Tract 4, Block 6, Map of the Christy Tract, 529 Schwabe Street, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to R-3A (Residential). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Planning and Inspections

AGENDA DATE: 3/17/26

PUBLIC HEARING DATE: 4/1/26

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

2nd CONTACT PERSON NAME: Alejandra González **PHONE NUMBER:** (915) 212-1506

DISTRICT(S) AFFECTED: 7

AGENDA ITEM:

An Ordinance changing the zoning of a portion of Tract 4, Block 6, Map of the Christy Tract, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to R-3A (Residential). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

ISSUE STATEMENT:

This item proposes to rezone the subject property at 529 Schwabe St. from R-F (Ranch and Farm) to R-3A (Residential) to allow for a proposed single-family home. The request is being reviewed in accordance with El Paso City Code Title 20 - Zoning and Plan El Paso, the City's Comprehensive Plan. City Plan Commission (CPC) unanimously recommended approval.

BACKGROUND:

The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) to R-3A (Residential) to allow for a single-family dwelling. The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan. City Plan Commission recommended 6-0 to approve the proposed rezoning in January 29, 2026.

As of January 22 2026, the Planning Division has received an email in support from Mission Valley Civic Association. See attached staff report for additional information.

COUNCIL OPTIONS:

Approve - Approve of the request (Staff and CPC recommendation)
Approve with Conditions - Approve of the request with conditions
Deny - Denial of the request

COMMITTEE REVIEW AND/OR RECOMMENDATION:

City Plan Commission recommended 6-0 to approve the proposed rezoning on January 29, 2026.

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

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

RELATED CITY POLICIES:

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

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

See attached.

NAME	AMOUNT ($)

ATTACHMENTS:

A. Ordinance
B. Staff Report
C. Contribution Form

FOR MORE INFORMATION:

Luis Zamora, Chief Planner (915) 212-1552 ZamoraLF@elpasotexas.gov

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

SIGNATURE: Philip Etiwe

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

ORDINANCE NO. _____

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

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

Pursuant to Section 20.04.360 of the El Paso City Code, the zoning of **a portion of Tract 4, Block 6, Map of the Christy Tract, 529 Schwabe Street**, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from **R-F (Ranch and Farm)** to **R-3A (Residential)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2026.

THE CITY OF EL PASO

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

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

EXHIBIT "A"

A portion of Tract 4, Block 6, MAP OF THE CHRISTY TRACT, an addition to the City of El Paso, El Paso County, Texas, according to the map or plat recorded in Volume 6, Page 48, Plat Records of El Paso County, Texas and being more particularly described by Metes and Bounds as follows:

BEGINNING at a point, said point being the point of intersection of the northwesterly R.O.W. of Schwabe Road and the northeasterly R.O.W. line of Valley View Drive.

THENCE along the northwesterly R.O.W. line of Schwabe Road North 18° 47' 00" East of a distance of 152.13 feet to the Point of Beginning of the parcel of land being described;

Thence North 71°10' 00" West a distance of 306.61 feet to a point;

Thence North 18° 47' 00" East a distance of 145.60 feet to a point;

Thence South 43° 23' 26" East a distance of 177.09 feet to a point;

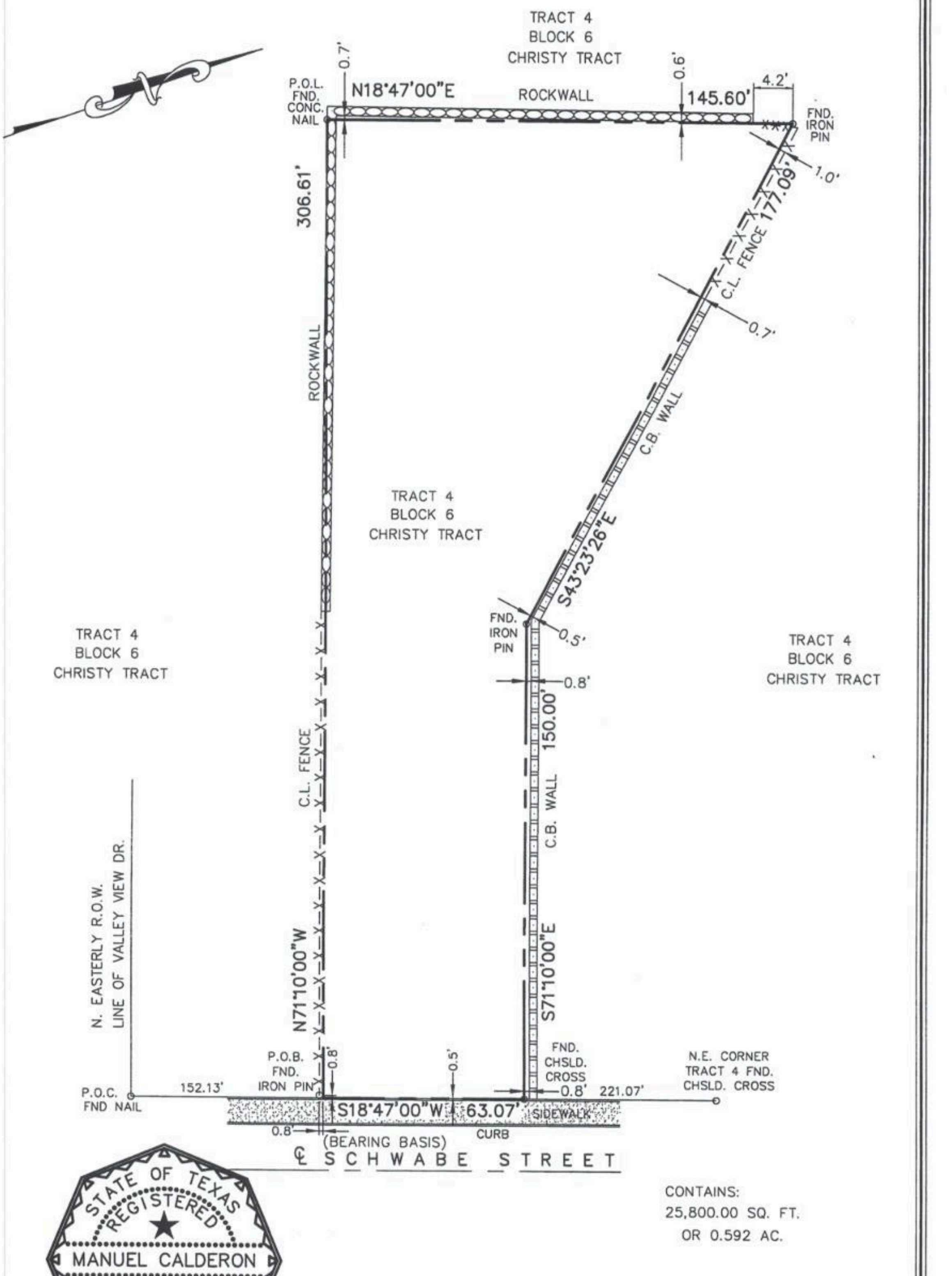
Thence South 71° 10' 00" East a distance of 150.00 feet to a point;

THENCE along the northwesterly R.O.W. line of Schwabe Road South 18° 47' 00° West a distance of 63.07 feet to a Point of Beginning of the parcel of land being described and containing 0.592 acres of land more or less.

Manuel Calderon
R.P.L.S. No. 2564

Calderon Engineering
3031 Trawood Drive
El Paso, Texas 79936
(915) 855-7552





CONTAINS:
25,800.00 SQ. FT.
OR 0.592 AC.

STATE OF TEXAS
REGISTERED
MANUEL CALDERON
2564
PROFESSIONAL
LAND SURVEYOR

CERTIFICATION

I hereby certify that the foregoing Boundary and Improvement Survey was made by me or under my supervision and that there are no encroachments except as shown. Only platted easements are shown.

Manuel Calderon
Registered Professional Land Surveyor No. 2564
Texas Surveying Firm Reg. No. 100200-00
Texas Registered Engineering Firm No. F-3788

E-Mail: CalderonEngineering@elpbizclass.com

Book 6 Page 48 Job No. 1024-195

SCHWABE STREET
A PORTION OF TRACT 4, BLOCK 6,
MAP OF THE CHRISTY TRACT IN BLOCK 31, YSLETA GRANT,
CITY OF EL PASO
EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY
DESCRIBED BY METES AND BOUNDS ATTACHED HERETO

Field JM Office AS-C2 Date 10/28/24 Scale 1"=40'

CALDERON ENGINEERING
3031 TRAWOOD DR.
EL PASO, TEXAS 79936 (915) 855-7552
E-Mail: CalderonEngineering@elpbizclass.com

529 Schwabe

City Plan Commission —January 29, 2026 (RECONSIDERATION)

CASE NUMBER:	**PZRZ25-00019**
CASE MANAGER:	Alejandra González, (915) 212-1506, GonzalezAG@elpasotexas.gov
PROPERTY OWNER:	Aaron Aceves
REPRESENTATIVE:	Aaron Aceves
LOCATION:	529 Schwabe St. (District 7)
PROPERTY AREA:	0.592 acres
REQUEST:	Rezone from R-F (Ranch and farm) to R-3A (Residential)
RELATED APPLICATIONS:	None
PUBLIC INPUT:	Received an email in support from Mission Valley Civic Association, no other correspondence as of January 22, 2026.

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) to R-3A (Residential) to allow for a single-family dwelling. There are no changes from the previous request.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the rezoning request. The proposed zoning district is compatible with the current uses in the surrounding area and is consistent with Plan *El Paso*, the City's adopted Comprehensive Plan and the G-3, Post-War future land use designation.

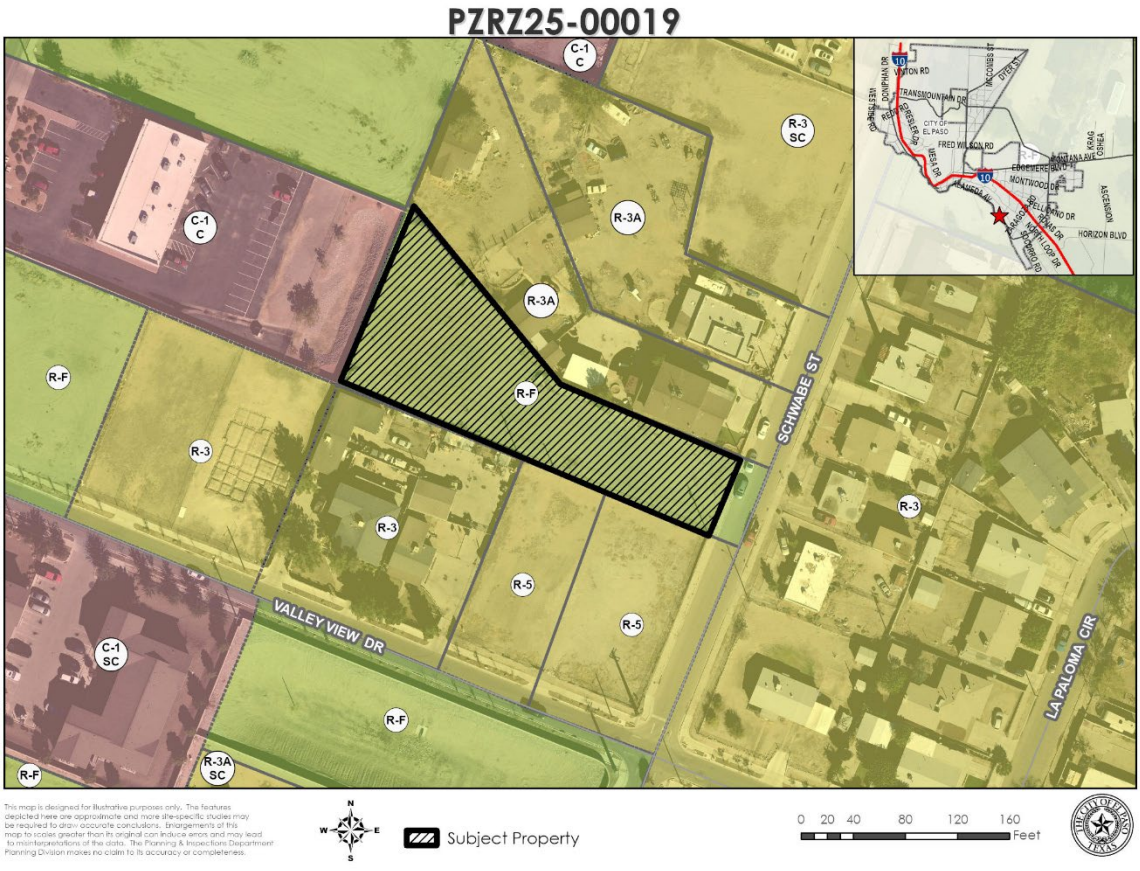


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: This is a reconsideration of the rezoning request heard by the City Plan Commission in September 2025 (see Previous Case History for details). The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) to R-3A (Residential) for the proposed use of a single-family dwelling. The subject property is approximately 0.592 acres in size. The conceptual site plan shows a proposed single-family dwelling with access provided from Schwabe Street. The conceptual plan is not under review for zoning requirements and is not binding. There are no changes from previous request.

PREVIOUS CASE HISTORY: On September 25, 2025, City Plan Commission (CPC) unanimously recommended approval of rezoning request of a portion for the subject property from R-F (Ranch and Farm) to R-3A (Residential) to allow for a single-family dwelling. After the approval, it was found that the entire property was not split-zoned into R-F (Ranch and Farm) and R-3A (Residential), but entirely zoned as R-F (Ranch and Farm).

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed single-family dwelling and the proposed R-3A (Residential) zoning are compatible with the established character of the area. The surrounding properties include a vacant lot zoned R-F (Ranch and Farm) to the north, a shopping center zoned C-1 to the west, and single-family dwellings zoned R-F (Ranch and Farm), R-3, and R-5 (Residential) to the south and east. The nearest school, Ysleta Pre-K, is approximately 1.1 miles away, and the closest park, J.P. Shawver Park, is located about 0.4 mile from the subject property.

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **G-3, Post-War:** This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.	Yes. The subject property and the proposed development meet the intent of the G-3, Post-War Future Land Use designation of *Plan El Paso*.
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **R-3A (Residential) District:** The purpose of these districts is to promote and preserve residential development within the city to create basic neighborhood units. It is intended that the district regulations maintain a low density of dwelling units supporting a suburban-urban interface that permits developments utilizing varying lot configurations. The regulations of the districts will permit primarily single-family and two-family residential areas, and recreational and institutional uses incidental to and serving the neighborhood.	Yes. The proposed R-3A (Residential) zoning is compatible with the surrounding R-F (Ranch and Farm), R-3, R-3A, and R-5 (Residential), and C-1 (Commercial) districts and uses, which are developed with single-family dwellings and a shopping center.
Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only	Yes. The subject property has access to Schwabe Street, which is designated as a local street in the City's Major Thoroughfare Plan (MTP). The classification of the road is appropriate to serve the proposed development.

property on the block with an alternative zoning district, density, use and/or land use.	
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	The subject property is not located within historic districts nor any other special designation areas.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	There are no anticipated adverse impacts.
Natural Environment: Anticipated effects on the natural environment.	The proposed rezoning does not involve green field or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area has been stable with no rezonings within the last 10 years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None. The property is currently zoned R-F (Ranch and Farm). The proposed rezoning will allow for appropriate development consistent with the surrounding single-family residential neighborhood.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access to the subject property will be provided from Schwabe Street, which is designated as a local street in the City of El Paso's Major Thoroughfare Plan (MTP) and is suitable to serve the proposed development. There are four (4) bus stops are located within walking distance (0.25 mile) of the property. The nearest bus stop is approximately 0.01 mile away along Valley View Drive.

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

PUBLIC COMMENT: The subject property is located within the boundaries of the Mission Valley Civic Association, Corridor 20 Civic Association, and Save the Valley 21, all of which were notified of the rezoning application by the applicant. Public notices were mailed to property owners within 300 feet of the subject property on September 10, 2025. As of September 24, 2025, the Planning Division has received an email in support of the request from Mission Valley Civic Association. On January 15, 2026 notices were mailed out to property owners within 300 feet of the subject property. As of January 22 2026, the Planning Division has not received any other communication in support or opposition to the request.

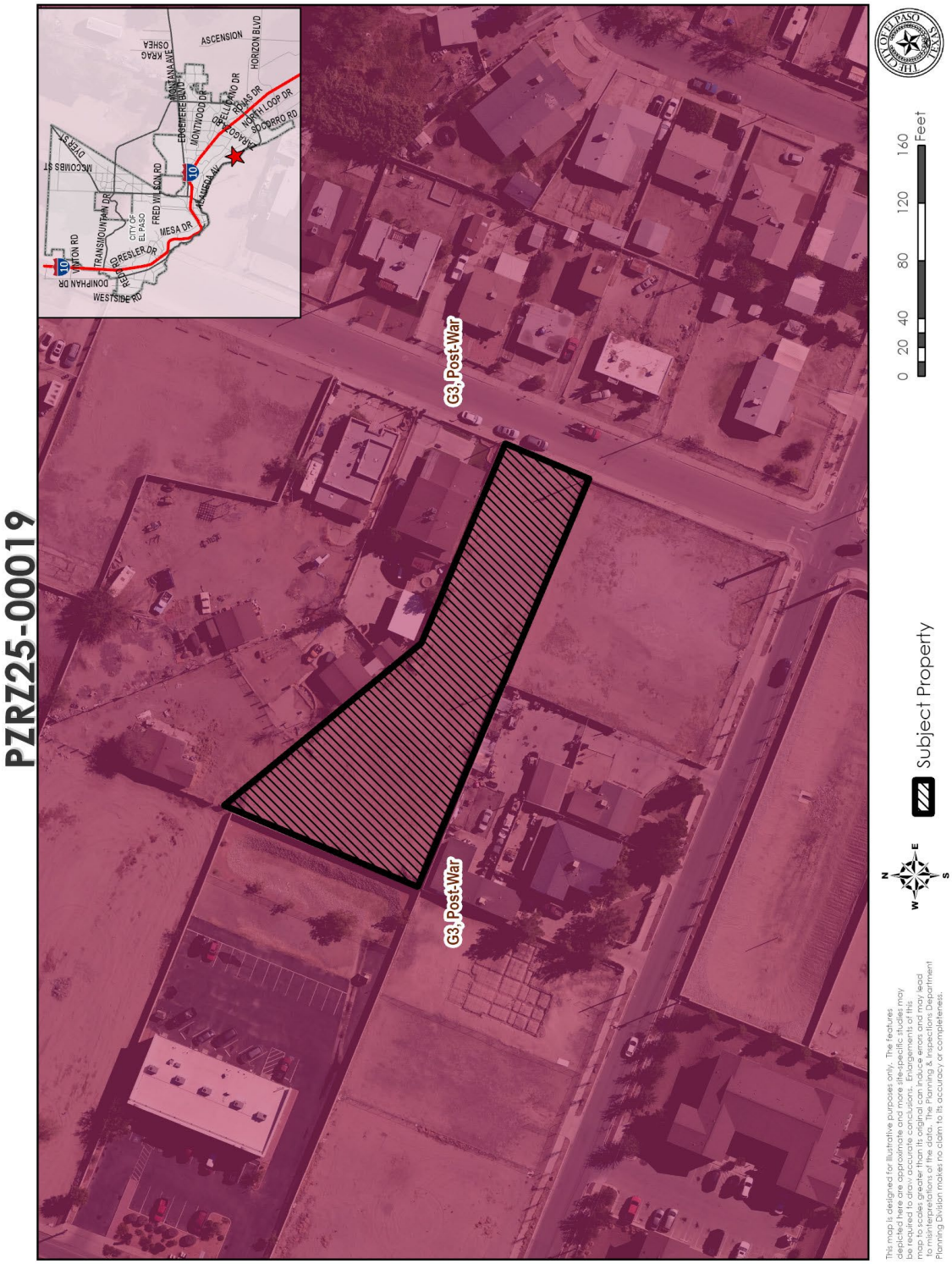
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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

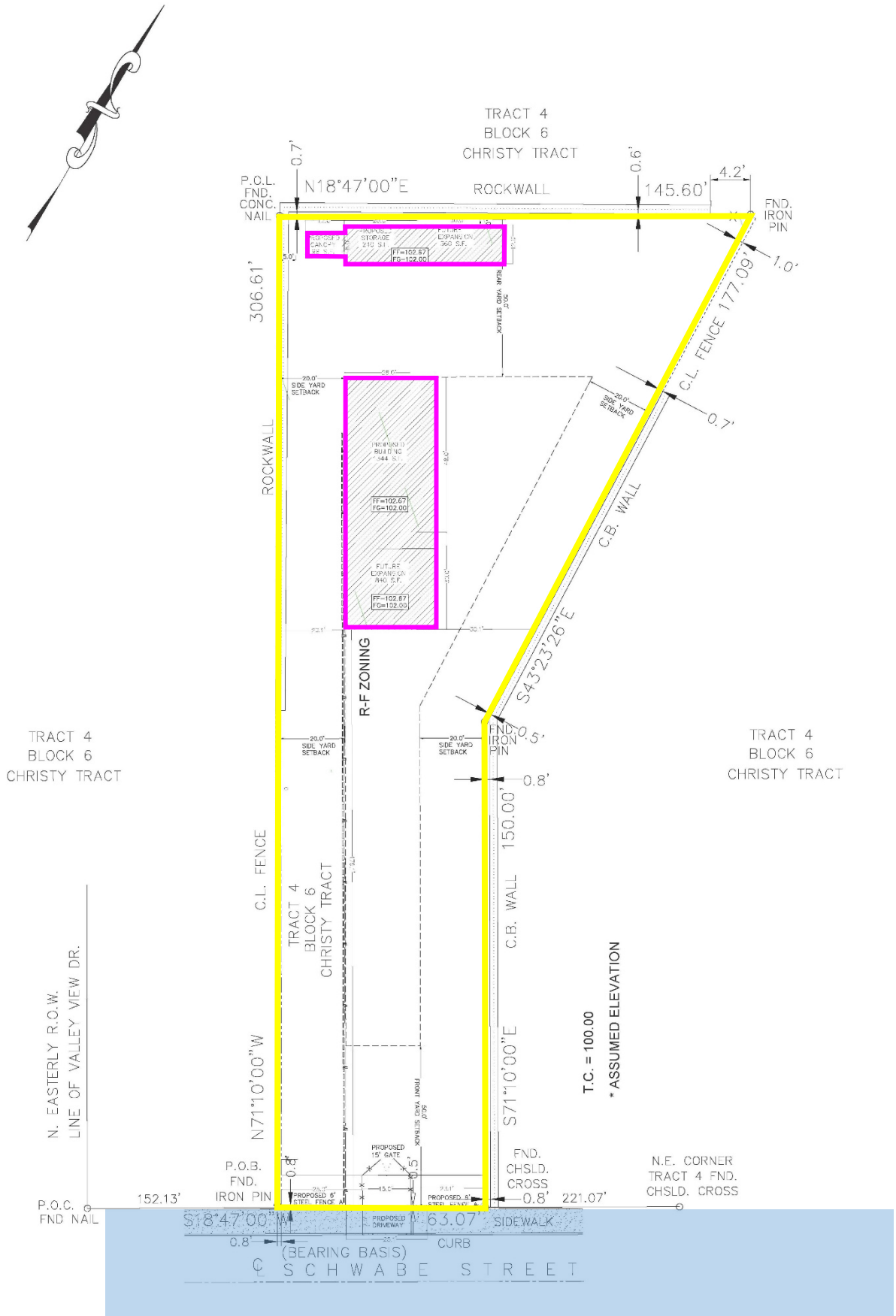
ATTACHMENTS:

1. Future Land Use Map
2. Generalized Plot Plan
3. Department Comments
4. Neighborhood Notification Boundary Map
5. Email in support from Mission Valley Civic Association

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL** of the rezoning request. The proposed zoning district is compatible with the current uses in the surrounding area and is consistent with Plan *El Paso*, the City's adopted Comprehensive Plan and the G-3, Post-War future land use designation.

Planning and Inspections Department – Plan Review & Landscaping Division

The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development

1. Lot is within the 100-year Flood zone on the FEMA preliminary maps which are not yet effective. It is recommended, but not required to elevate structures one foot above the Base Flood Elevation for added safety.
2. On site ponding is required in compliance with sections (SDM panel 1-4C-J, 19.19.010A and DDM, 11.1).

Note: Comments to be addressed at permitting stage.

Fire Department

No adverse comments.

Police Department

No comments received.

Environmental Services

No comments received.

Sun Metro

No comments received.

Streets and Maintenance Department

Traffic and transportation Engineering:

No objections to application. No TIA is required

Street Lights:

Does not object to this request.

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

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

City of El Paso Codes to be followed:

*Title 19 - 19.16.010 - Streetlighting.
**18.18.190 – Submission contents.
*** 19.02.040 Criteria for approval.

Contract Management:
No comments received.

El Paso Water
Does not object to this request.

Water
There is an existing 8-inch diameter water main that extends along Schwabe St. This main extends along the east side of Schwabe St. and 15-foot west of the east right-of-way line. This main is available to provide service.

Previous water pressure from fire hydrant #9602 located approximately 485-ft west the intersection of Schwabe St and Valley View Dr. has yielded a static pressure of 98 psi, a residual pressure of 90 psi, and a discharge of 1,061 gpm. 8. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sanitary Sewer
There is an existing 8-inch diameter sanitary sewer main that extends along Schwabe St. This main extends along the west side of Schwabe St. and 16-foot east of the west right-of-way line. This main is available to provide service. Reclaimed: No comments.

General
EPWater requires a new service application to provide services to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:
As per the Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of green space, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

EPWater-SW recommends using principles of low impact development (such as recessed landscaping, rainwater harvesting, and porous pavement) to reduce the amount of developed stormwater runoff.

El Paso County 911 District
No comments or concerns regarding this zoning.

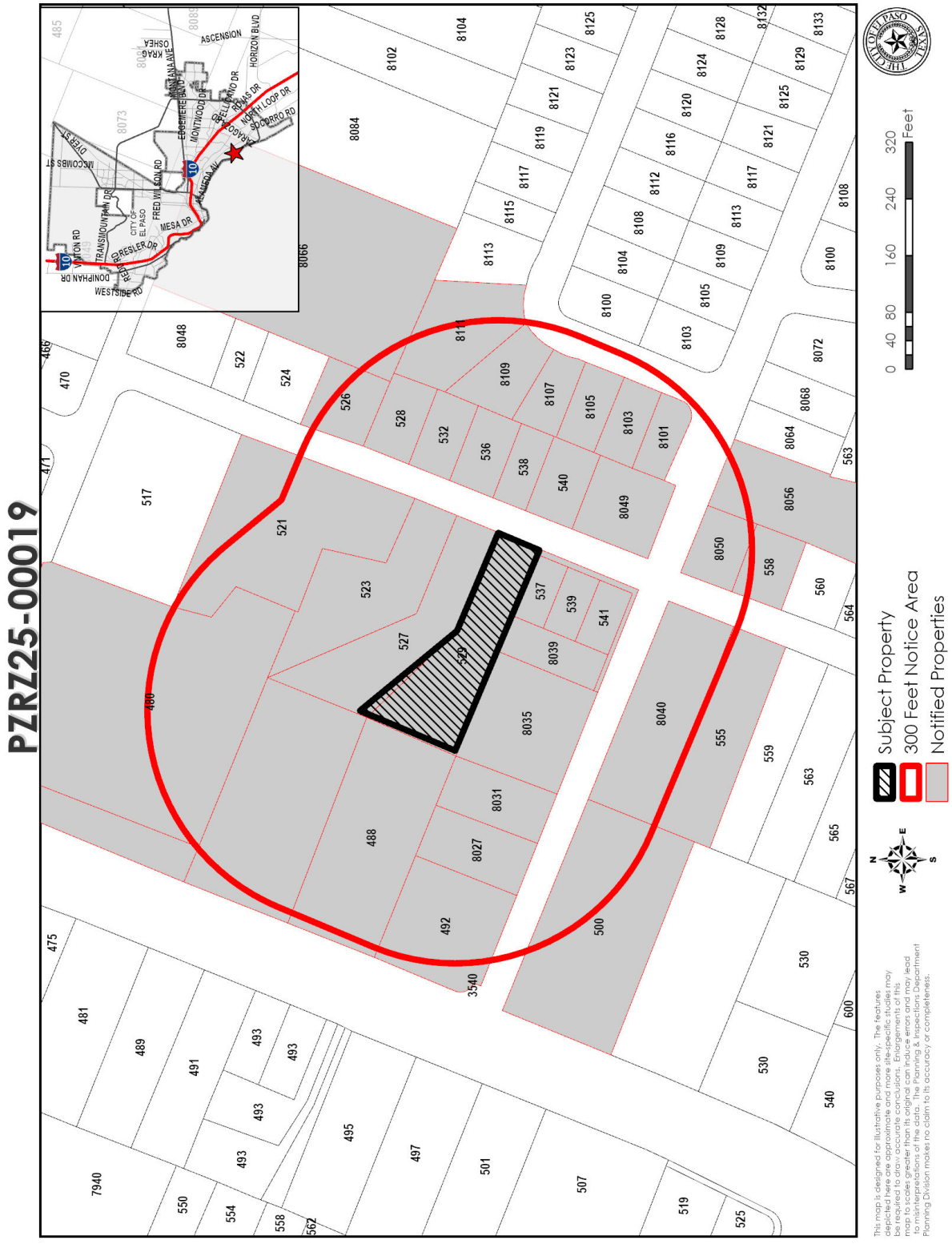
Texas Department of Transportation
No comments received.

El Paso County Water Improvement District #1
No comments.

El Paso Electric

No comments.

ATTACHMENT 4



ATTACHMENT 5

Gonzalez, Alejandra G.

From: Sylvia Carreon <longhorn_1989@hotmail.com>
Sent: Tuesday, September 23, 2025 12:21 PM
To: Gonzalez, Alejandra G.
Cc: M Carr
Subject: PZRZ25-00019

You don't often get email from longhorn_1989@hotmail.com. Learn why this is important

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to **SpamReport@elpasotexas.gov**.

Good afternoon Ms. Gonzalez, this is Sylvia Carreon, president of the Mission Valley Civic Association, and want to advise the commission that we have spoken to the owner, Aaron Aceves, and advised him that we would meet with approval the rezone of the property at 529 Schwabe St from a R-F to R-3 for the building of his private home. Thank you

File #: 26-0340, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of Lots 1, 2, 3, and 4, Block 1, Neptune Subdivision, 8612 Neptune Street, 8614 Neptune Street, 8616 Neptune Street, and 8618 Neptune Street, City of El Paso, El Paso County, Texas from R-4 (Residential) to A-2 (Apartment), and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Planning and Inspections

AGENDA DATE: 3/17/26

PUBLIC HEARING DATE: 4/1/26

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

2nd CONTACT PERSON NAME: Jose Beltran **PHONE NUMBER:** (915) 212-1607

DISTRICT(S) AFFECTED: 2

AGENDA ITEM:

An Ordinance changing the zoning of Lots 1, 2, 3, and 4, Block 1, Neptune Subdivision, 8612 Neptune Street, 8614 Neptune Street, 8616 Neptune Street, and 8618 Neptune Street, City of El Paso, El Paso County, Texas from R-4 (Residential) to A-2 (Apartment), and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

ISSUE STATEMENT:

The applicant proposes to rezone the property at 8612, 8614, 8616, and 8618 Neptune Street from R-4 (Residential) to A-2 (Apartment) to allow for the proposed use of multifamily. The request is being reviewed in accordance with El Paso City Code Title 20 - Zoning and Plan El Paso, the City's Comprehensive Plan. City Plan Commission (CPC) unanimously recommended approval.

BACKGROUND:

The applicant is requesting to rezone the subject property from R-4 (Residential) to A-2 (Apartment) to allow for the proposed use of multifamily. The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan. Staff and City Plan Commission recommend a condition to safeguard the property and surrounding development from negative impacts to residents.

As of March 3, 2026, the Planning Division has not received any communication in support or opposition to the rezoning request. See attached staff report for additional information.

COUNCIL OPTIONS:

Approve - Approve of the request
Approve with Conditions - Approve of the request with conditions (Staff and CPC recommendation)
Deny - Denial of the request

COMMITTEE REVIEW AND/OR RECOMMENDATION:

City Plan Commission recommended 6-0 to approve the proposed rezoning with a condition on January 29, 2026. The condition is for a ten-foot landscape buffer along the northerly property line adjacent to residential zone districts.

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

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

RELATED CITY POLICIES:

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

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

A. Ordinance
B. Staff Report
C. Contribution Form

FOR MORE INFORMATION:

Luis Zamora, Chief Planner (915) 212-1552 ZamoraLF@elpasotexas.gov

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

Philip Etiwe

SIGNATURE: _____

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

ORDINANCE NO. _____

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

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of **Lots 1, 2, 3, and 4, Block 1, Neptune Subdivision, 8612 Neptune Street, 8614 Neptune Street, 8616 Neptune Street, and 8618 Neptune Street**, located in the City of El Paso, El Paso County, Texas, be changed from **R-4 (Residential)** to **A-2 (Apartment)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following condition which is necessitated by and attributable to the increased intensity generated by the change of zoning in order to protect the health, safety and welfare of the residents of the City:

1. *That a ten-foot (10') landscaped buffer with high-profile or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the northerly property line where abutting residential zone districts or uses. No landscape buffer shall be required were adjacent to stormwater ponding or open space areas.*

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____day of _____, 2026.

THE CITY OF EL PASO

_____

ATTEST: **Renard U. Johnson**
Mayor

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russel T. Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe

Philip F. Etiwe, Director
Planning & Inspections Department

8612, 8614, 8616, and 8618 Neptune

City Plan Commission — January 29, 2026

REZONING

ZONING

CASE NUMBER:	**PZRZ25-00025**
CASE MANAGER:	Jose Beltran, (915) 212-1607, BeltranJV@elpasotexas.gov
PROPERTY OWNER:	Rosa Escalante
REPRESENTATIVE:	Jessica Escalante
LOCATION:	8612, 8614, 8616, and 8618 Neptune St. (District 2)
PROPERTY AREA:	0.94 acres
REQUEST:	Rezone from R-4 (Residential) to A-2 (Apartment)
RELATED APPLICATIONS:	None
PUBLIC INPUT:	None received as of January 22, 2026

SUMMARY OF REQUEST: The applicant is proposing to rezone the subject property from R-4 (Residential) to A-2 (Apartment) to allow for the use of multifamily.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL WITH A CONDITION** of the request as the proposed zoning district is compatible with residential uses in the surrounding area and is in keeping with the policies of the G-3, Post-War Future Land Use designation of *Plan El Paso*, the City's adopted Comprehensive Plan. The conditions are as follows:

1. *That a ten-foot (10') landscaped buffer with large or medium native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the northerly property line where abutting residential zone districts or uses. No landscape buffer shall be required where adjacent to stormwater ponding or open space areas.*

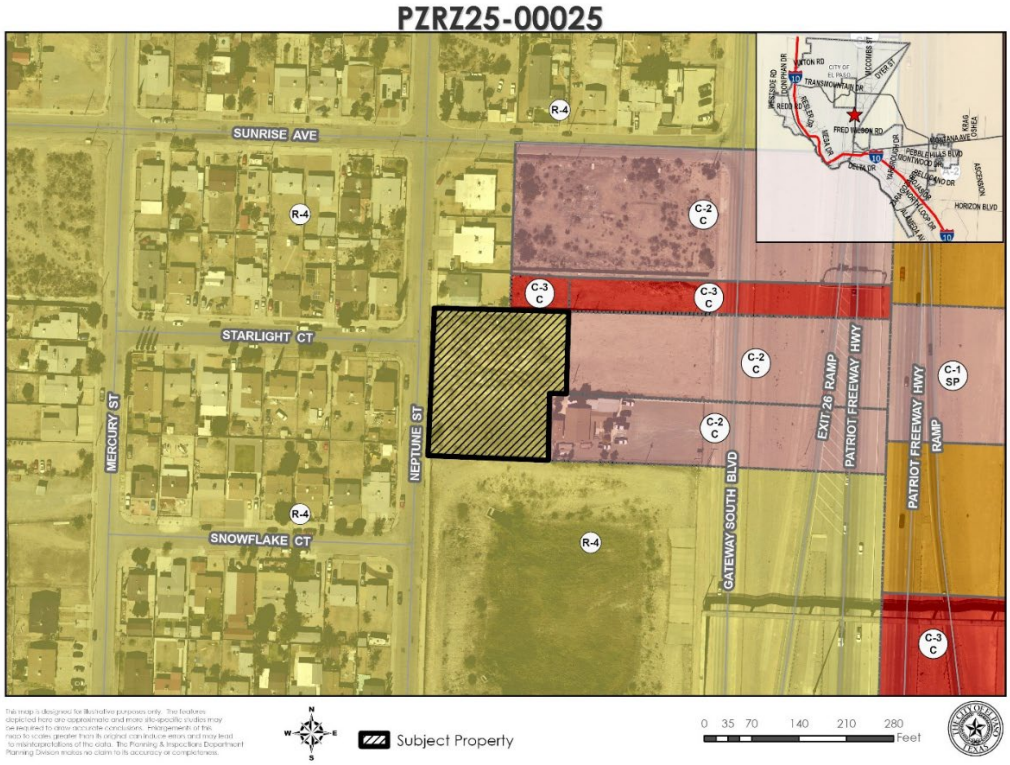


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from R-4 (Residential) to A-2 (Apartment) to allow for the proposed use of multifamily. The property is approximately 0.94 acres in size and is currently vacant. The conceptual site plan shows one (1) proposed multifamily structure and parking areas. Primary access to the property is proposed from Neptune Street. The conceptual site plan is not subject to zoning compliance review under Title 20 of the El Paso City Code and is non-binding.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed rezoning is compatible with the existing surrounding development. Properties to the north are zoned R-4 (Residential), C-2/c (Commercial/conditions), and C-3/c (Commercial/conditions) and consist of single-family dwellings and vacant lots. Properties to the east are zoned C-2/c (Commercial/conditions) and comprise of a vacant lot and a professional office. To the south is a ponding site zoned R-4 (Residential) and to the west are single-family dwellings zoned R-4 (Residential). The nearest school, Edgar Park Elementary, is located 0.65 miles away while the nearest park, Sunrise Park, is located 0.35 miles away.

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **G-3, Post-War:** This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.	Yes. The subject property and the proposed development meet the intent of the G-3, Post War Future Land Use Designation of *Plan El Paso*. The proposed development will provide additional housing stock to supplement and integrate with the surrounding area.
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **A-2 (Apartment) District:** The purpose of the district is to promote and preserve residential development within the city associated with a landscape more urban in appearance and permitting a mixture of housing types. It is intended that the district regulations allow for medium densities of dwelling units supported by higher intensity land uses located at the periphery of single-family neighborhoods providing that the overall character and architectural integrity of the neighborhood is preserved. The regulations of the districts will permit building types designed for transition from areas of low density residential neighborhoods to other residential areas, and certain nonresidential uses and support facilities.	Yes. The proposed A-2 (Apartment) zoning district will provide for a transition between lower-density R-4 (Residential) zoning districts to the west and adjacent C-2 (Commercial) and C-3 (Commercial) zoning districts located to the east of the subject property along Gateway Boulevard South.
Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.	Yes. The subject property is located along Neptune Street, which is classified as a local street under the City of El Paso's Major Thoroughfare Plan (MTP). Access to Gateway Boulevard South is located 0.09 miles away through Sunrise Avenue to the north of the subject property and is appropriate to support the proposed development. The subject property is located on the

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
	same block as other properties zoned C-2 (Commercial) and C-3 (Commercial) that abut Gateway Boulevard South.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	The subject property is not located within any historical districts or Study Area Plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community. The reviewing departments did not have any adverse comments.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve any greenfield or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is in transition, with multiple rezonings in the last 10 years. Properties to the east of the subject property and abutting Gateway Boulevard South have undergone rezonings from R-4 (Residential) zoning districts to C-2 (Commercial) and C-3 (Commercial) zoning districts.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The subject property is in close proximity to U.S. 54 – Patriot Freeway, which makes it more suitable for denser and more intense zoning districts that can act as a buffer between the freeway and the single-family dwellings in the area.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property is located on Neptune Street, which is classified as a local street in the City's Major Thoroughfare Plan (MTP) and will have access via Sunrise Avenue to Gateway Boulevard South, which is classified as a major arterial in the City's Major Thoroughfare Plan (MTP). Sidewalks are currently present along Neptune Street in the area surrounding the proposed development. There is currently (1) bus stop located within 0.25 miles (5-minute walking distance), that is approximately 0.24 miles away from the subject property on Leo Street.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: Staff recommends the included conditions to ensure compatibility with the existing surrounding developments.

PUBLIC COMMENT: The subject property is located within the boundaries of the Sunrise Neighborhood Association which was notified of the request by the applicant. Public notices were sent to property owners within 300 feet on January 16, 2026. As of January 22, 2026, the Planning Division has not received any communication in support or opposition of the request from the public.

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

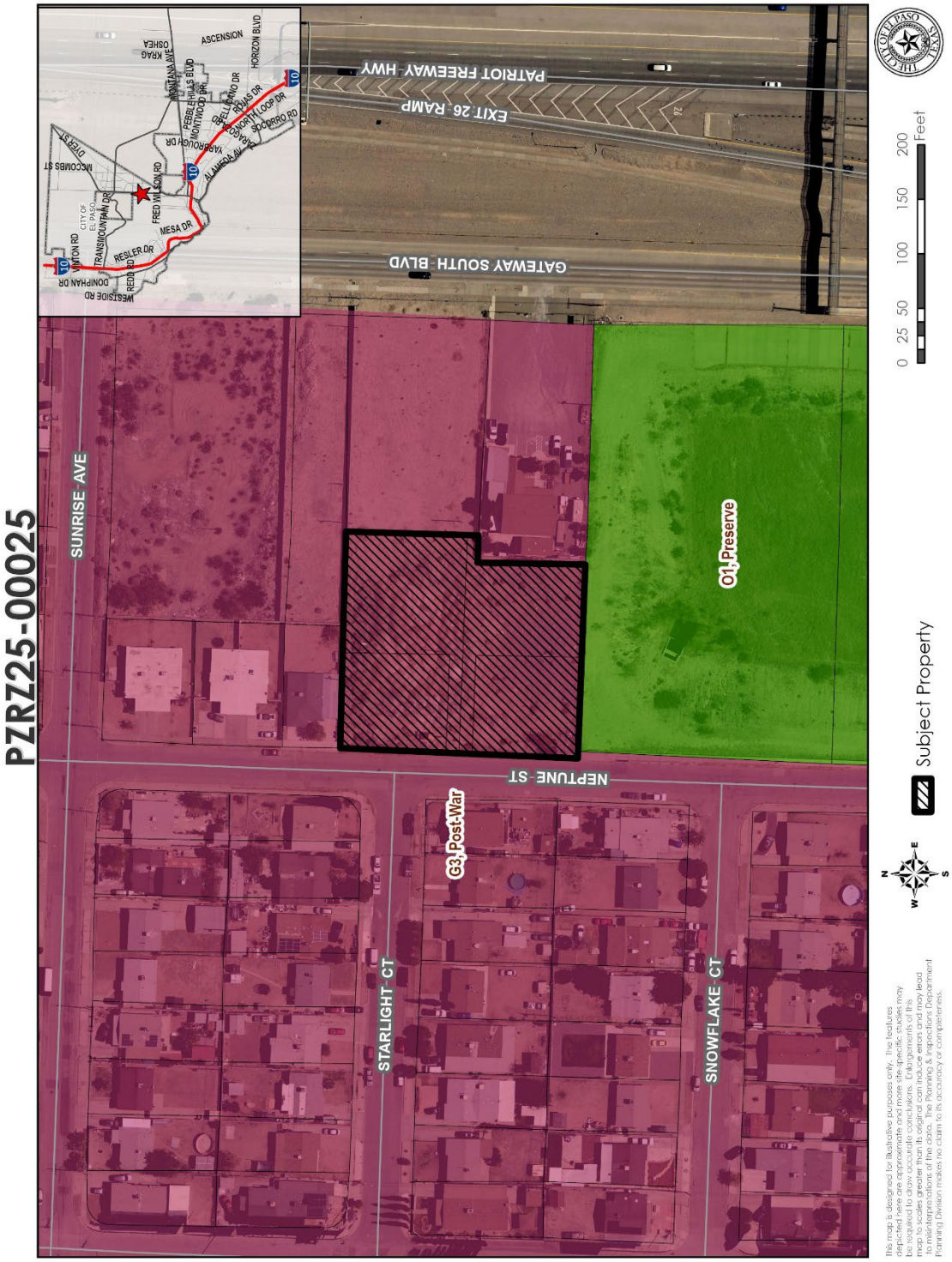
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.

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

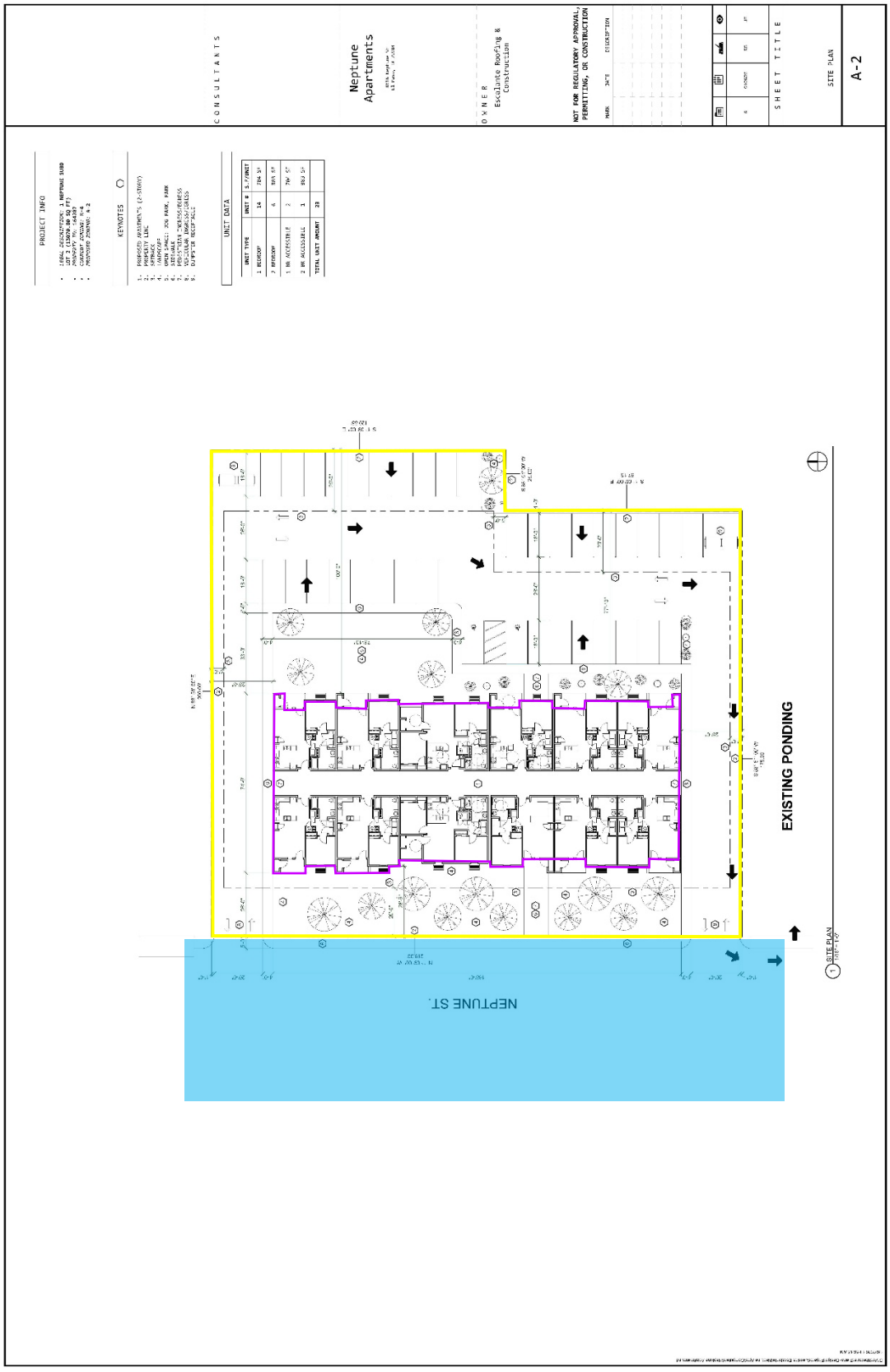
ATTACHMENTS:

1. Future Land Use Map
2. Generalized Plot Plan
3. Department Comments
4. Neighborhood Notification Boundary Map

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

Planning and Inspections Department - Planning Division
Staff recommends **APPROVAL WITH A CONDITION** of the request as the proposed zoning district is compatible with residential uses in the surrounding area and is in keeping with the policies of the G-3, Post-War Future Land Use designation of *Plan El Paso*, the City's adopted Comprehensive Plan. The condition is as follows:

1. *That a ten-foot (10') landscaped buffer with large or medium native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the northerly property line where abutting residential zone districts or uses. No landscape buffer shall be required where adjacent to stormwater ponding or open space areas.*

Planning and Inspections Department – Plan Review & Landscaping Division
The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning.

At the time of submittal for building permits, the project will need to comply with all applicable provisions of the IBC, Municipal Code, and TAS.

Planning and Inspections Department – Land Development
Show proposed drainage flow patterns and identify the discharge location(s) for all storm water runoff. Provide drainage area plan for pond design capacity accounting for proposed area being developed.

The existing public ponding area shall have enough capacity to hold the developed runoff for a designated 100-yr storm event.

Note: Comments to be addressed at the permitting stage.

Fire Department
No adverse comments.

Police Department
No comments received.

Environmental Services
No comments received.

Sun Metro
No comments received.

Streets and Maintenance Department
Traffic & Transportation Engineering
No objections to the proposed application.

Streets Lighting:
Street Lights Department does not object to this request.

Street Lights Department requires that all projects that involve a roadway are to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be

shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

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

City of El Paso Codes to be followed:
*Title 19 - 19.16.010 - Streetlighting.
**18.18.190 – Submission contents.
*** 19.02.040 Criteria for approval.

Contract Management:
No opposition to the request. For future development, submit a complete improvement plan for review. Indicate that any proposed infrastructure improvements located within the city right-of-way must follow the design standards for construction (DSC), in accordance with its municipal code.

Indicate that any damage to existing infrastructure caused by the development of this project must be restore to its original or better condition.

El Paso Water
EPWater-PSB does not object to this request.

Water
There is an existing 6-inch diameter water main extending along Neptune St. This water main is located approximately 13.5-feet west of the eastern right-of-way line. This water main is available to provide service.

Previous water pressure from fire hydrant #1761, last tested on 01/28/25, located at the t-section of Neptune St. and Snowflake Ct. has yield a static pressure of 80 psi, a residual pressure of 70 psi, and a discharge of 822.3 gallons per minute. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sanitary Sewer
There is an existing 8-inch diameter sanitary sewer main along Neptune St. This sanitary sewer main is located 20-feet east of the western right-of-way line. This main can be extended to provide service.

General
EPWater-PSB requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:
As per the Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable to reduce flooding. The code also

encourages the use of nonstructural storm water management such as the preservation of green space, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

EPWater-SW recommends using principles of low impact development (such as recessed landscaping, rainwater harvesting, and porous pavement) to reduce the amount of developed stormwater runoff. Runoff that drains westward onto Neptune is being collected by a stormwater system and discharged in the Sunrise Basin, to the south of the property.

El Paso County 911 District
The 911 District has no comments or concerns regarding this zoning.

Texas Department of Transportation
No comments received.

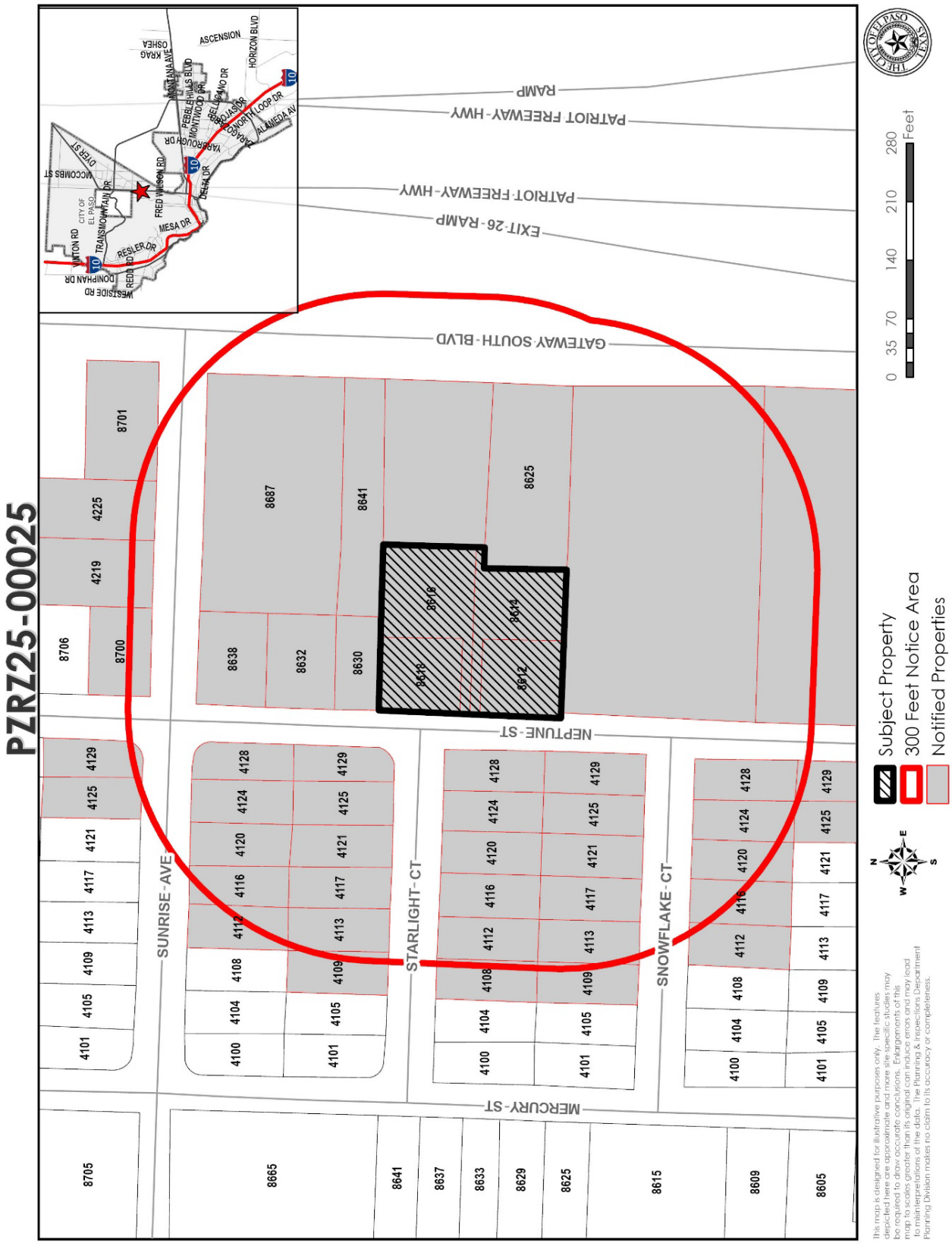
El Paso County Water Improvement District #1
No comments received.

Parks and Recreation
As per Chapter 19.20 of the municipal code: Since density is increasing and the property zoning and use are changing, park requirements/fees will be re-assessed based on applicable conditions (residential and non-residential).

El Paso Electric
We have no comments for 8612-8618 Neptune.

Texas Gas Service
Texas Gas Service has a service line at 8625 Gateway Boulevard South.

ATTACHMENT 4



File #: 26-0343, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of a portion of Tract 62-E-2, W H Glenn Surv 241 Abst 8425 and a portion of Tract 4-G-2-B-1, Nellie D Mundy Surv #240, City of El Paso, El Paso County, Texas from C-3/C (Commercial/Conditions) to R-3A (Residential). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Planning and Inspections

AGENDA DATE: 3/17/26

PUBLIC HEARING DATE: 4/1/26

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

2nd CONTACT PERSON NAME: Luis Zamora **PHONE NUMBER:** (915) 212-1552

DISTRICT(S) AFFECTED: 1

AGENDA ITEM:

An Ordinance changing the zoning of a portion of Tract 62-E-2, W H Glenn Surv 241 Abst 8425 and a portion of Tract 4-G-2-B-1, Nellie D Mundy Surv #240, City of El Paso, El Paso County, Texas from C-3/C (Commercial/conditions) to R-3A (Residential). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

ISSUE STATEMENT:

The applicant proposes to rezone a portion of the property located east of Resler Drive and north of Cimarron Canyon Drive from C-3/C (Commercial/conditions) to R-3A (Residential) to clean it up from a split-zone to allow for the proposed Alderete Middle School development. The request is being reviewed in accordance with El Paso City Code Title 20 - Zoning and Plan El Paso, the City's Comprehensive Plan.

BACKGROUND:

The applicant is requesting to rezone the subject property from C-3/C (Commercial/conditions) to R-3A (Residential) to clean up a split-zone and allow the proposed use of middle school. The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

As of March 3, 2026, the Planning Division has received one (1) call of inquiry, one (1) email in support, and six (6) calls, two (2) emails, and one (1) letter in opposition in opposition to the rezoning and condition release request. The reasoning for the opposition is increased traffic, limited access, safety concerns with the proposed development, and request for the applicant to include residents in the plans for the development.

COUNCIL OPTIONS:

Approve - (Staff and CPC recommendation)
Approve with Conditions
Deny

COMMITTEE REVIEW AND/OR RECOMMENDATION:

City Plan Commission recommended 6-0 to approve the proposed rezoning on December 4, 2025.

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

Public notices were sent to all property owners within 300 feet of the subject property. The applicant along with City Representative Alejandra Chavez and City Staff met with residents on January 24, 2026.

RELATED CITY POLICIES:

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

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

See attached.

NAME	AMOUNT ($)

ATTACHMENTS:

A. Ordinance
B. Staff Report
C. Contribution Form

FOR MORE INFORMATION:

Luis Zamora, Chief Planner (915) 212-1552 ZamoraLF@elpasotexas.gov

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

SIGNATURE: Philip Etiwe

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

ORDINANCE NO. _____

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

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

Pursuant to Section 20.04.360 of the El Paso City Code, the zoning of a portion of Tract 62-E-2, W H Glenn Surv 241 Abst 8425 and a portion of Tract 4-G-2-B-1, Nellie D Mundy Surv #240, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from **C-3/c (Commercial/conditions)** to **R-3A (Residential)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2026.

THE CITY OF EL PASO

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine, City Clerk

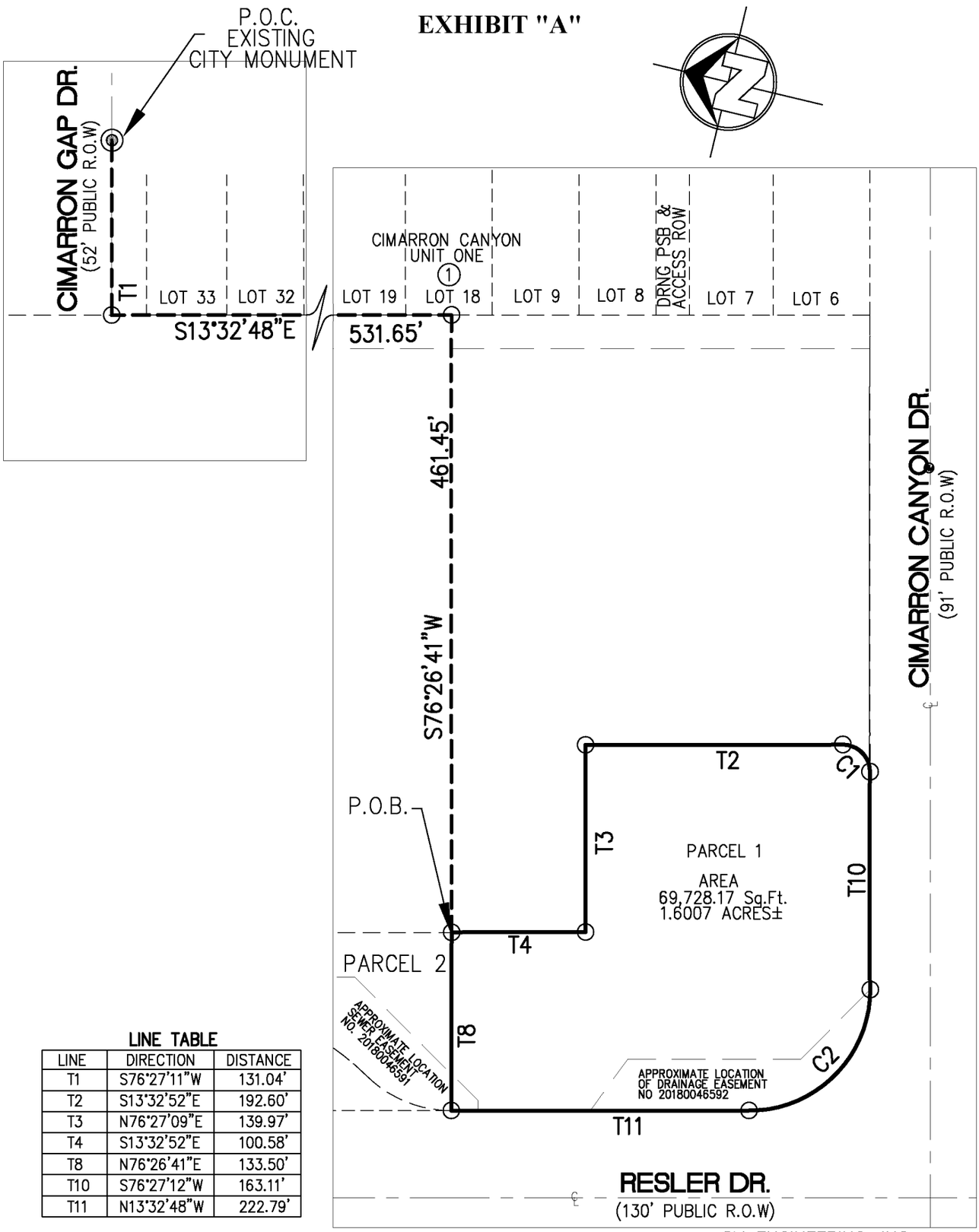
APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

Philip Etiwe
Phillip Etiwe, Director
Planning & Inspections Department

EXHIBIT "A"



LINE TABLE

LINE	DIRECTION	DISTANCE
T1	S76°27'11"W	131.04'
T2	S13°32'52"E	192.60'
T3	N76°27'09"E	139.97'
T4	S13°32'52"E	100.58'
T8	N76°26'41"E	133.50'
T10	S76°27'12"W	163.11'
T11	N13°32'48"W	222.79'

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	20.00'	31.42'	28.29'	S31°27'10"W	90°00'04"
C2	90.37'	141.95'	127.80'	N58°32'48"W	90°00'05"

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SURVEYING
Reg. No. 100120-00

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STATE OF TEXAS
REGISTERED
GUILLERMO LICON
2998
PROFESSIONAL
LAND SURVEYOR

PLAT OF SURVEY

SLI
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
6600 WESTWIND DRIVE
EL PASO, TEXAS
(915) 584-4457

SLI ENGINEERING, INC.

JOB # 06-25-5269
DRAWN BY: CV CK BY: GH/ET
DATE: 12/18/2025 SCALE: 1"=100'

PARCEL 1
LEGAL DESCRIPTION

PORTION OF TRACT 62-E-2, W H GLENN SURVEY 241 ABST 8425

CITY OF EL PASO, EL PASO COUNTY, TEXAS.

PLAT REFERENCE
VOLUME x PAGE xx

I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND IMPROVEMENT SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998
DATE: 12-22-2025

F:\PROJECTS\CANUTILLO CIMARRON SCHOOL\ZONING\PLAT OF SURVEY 1.dwg, 12/18/2025 5:01:50 PM

PARCEL 1
METES AND BOUNDS DESCRIPTION

Being a portion of Tract 62–E–2, W H GLENN SURV 241 ABST 8425 , El Paso, El paso County, Texas and as described by metes and bounds as follows:

Commencing at a found city monument located at the centerline of Cimarron Gap Drive; Thence South 76°27'11" West, along said centerline, a distance of 131.04 feet to a point lying on the common boundary line of Block 1, CIMARRON CANYON UNIT ONE; Thence, South 13°32'48" East, along said boundary line, a distance of 531.65 feet to a point; Thence South 76°26'41" West, a distance of 461.45 to a point being the northeast corner of the parcel being described, with Northing =360898.65 and Easting =10706320.02 as coordinates, and being considered as the "TRUE POINT OF BEGINNING" of this metes and bounds.

THENCE, South 13°32'52" East, a distance of 100.58 feet to a point for a boundary corner;
THENCE, North 76°27'09" East, a distance of 139.97 feet to a point for a boundary corner;
THENCE, South 13°32'52" East, a distance of 192.60 feet to the beginning of a curve;
Said curve turning to the right through an angle of 90°00'04", having a radius of 20.00 feet, and whose long chord bears South 31°27'10" West, a distance of 28.29 feet to a point of intersection with a non–tangential line;
THENCE, South 76°27'12" West; a distance of 163.11 feet to the beginning of a curve;
Said curve turning to the right through an angle of 90°00'05", having a radius of 90.37 feet, and whose long chord bears North 58°32'48" West, a distance of 127.80 feet;
THENCE, North 13°32'48" West, a distance of 222.79 feet to a point for a boundary corner;
THENCE North 76°26'41" East, a distance of 133.50 feet back to the "TRUE POINT OF BEGINNING" of this description.

Said parcel of land containing 69,728.17 Square Feet (1.6007 Acres) of land, more or less.

SLI ENGINEERING, INC.
Reg. No. F–1902
SURVEYING
Reg. No. 100120–00

STATE OF TEXAS
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GUILLERMO LICON
2998
PROFESSIONAL
LAND SURVEYOR

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CERTIFICATION
I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND IMPROVEMENT SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998
DATE: 12-22-2025

METES AND BOUNDS

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LAND PLANNERS
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(915) 584–4457
SLI ENGINEERING, INC.

JOB # 06–25–5269
DRAWN BY: CV CK BY: GH/ET
DATE: 12/18/2025 SCALE: 1"=100'

PARCEL 1
LEGAL DESCRIPTION

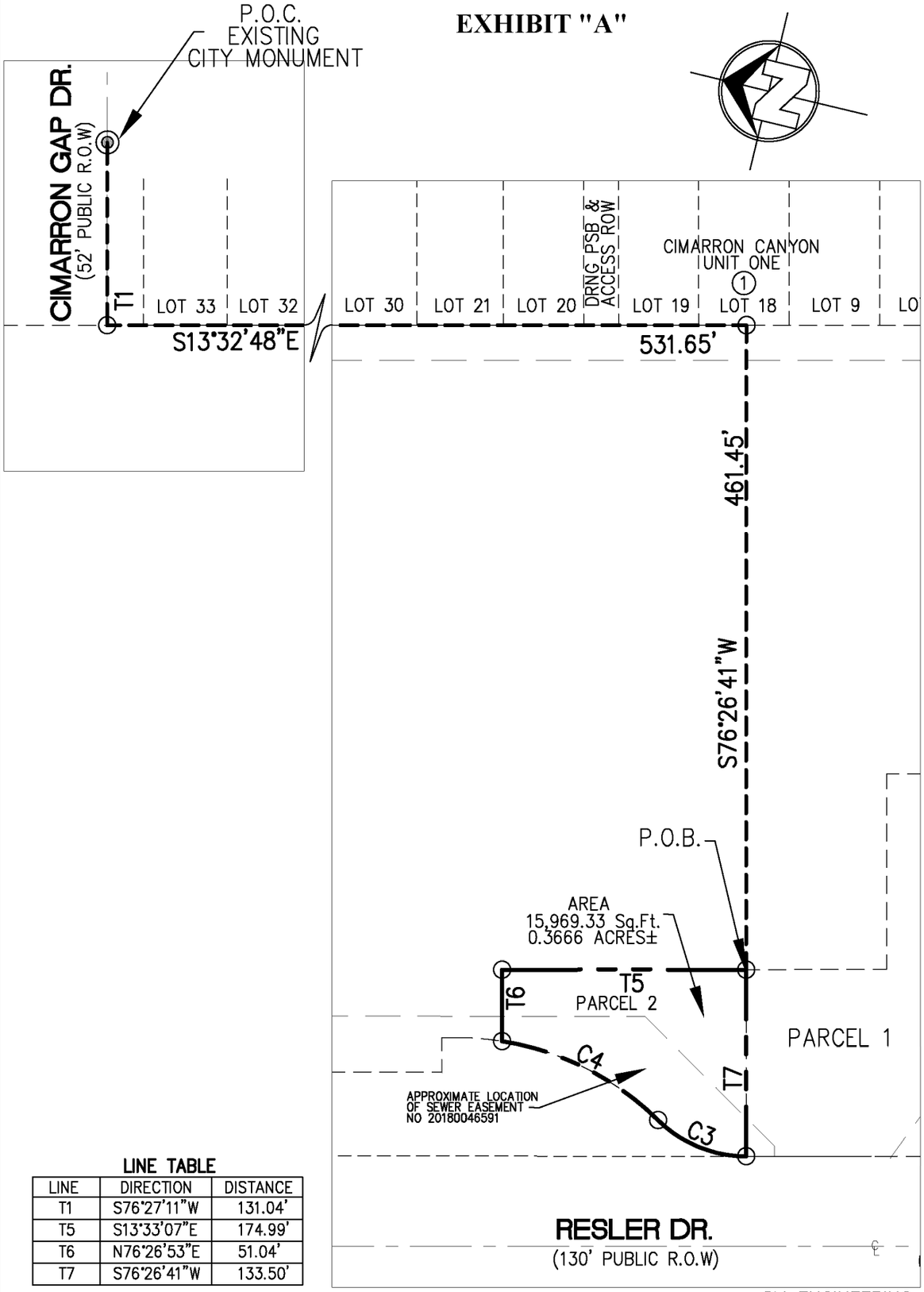
PORTION OF TRACT 62–E–2, W H GLENN SURVEY 241 ABST 8425

CITY OF EL PASO, EL PASO COUNTY, TEXAS.

PLAT REFERENCE
VOLUME x PAGE xx

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EXHIBIT "A"



LINE TABLE

LINE	DIRECTION	DISTANCE
T1	S76°27'11"W	131.04'
T5	S13°33'07"E	174.99'
T6	N76°26'53"E	51.04'
T7	S76°26'41"W	133.50'

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C3	90.00'	70.08'	68.32'	N08°45'30"E	44°36'44"
C4	205.00'	127.30'	125.27'	N13°16'21"E	35°34'49"

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SURVEYING
Reg. No. 100120-00

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STATE OF TEXAS
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JOB # 06-25-5269
DRAWN BY: CV CK BY: GH/ET
DATE: 12/18/2025 SCALE: 1"=100'

PARCEL 2
LEGAL DESCRIPTION

PORTION OF TRACT 4-G-2-B-1,
NELLIE D MUNDY SURV #240
CITY OF EL PASO, EL PASO COUNTY, TEXAS.

PLAT REFERENCE
VOLUME x PAGE xx

I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND IMPROVEMENT SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998

DATE: 12-22-2025

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PARCEL 2
METES AND BOUNDS DESCRIPTION

Being a portion of Tract 4-G-2-B-1, NELLIE D MUNDY SURV #240 El Paso, El paso County, Texas and as described by metes and bounds as follows:

Commencing at a found city monument located at the centerline of Cimarron Gap Drive; Thence South 76°27'11" West, along said centerline, a distance of 131.04 feet to a point lying on the common boundary line of Block 1, CIMARRON CANYON UNIT ONE; Thence, South 13°32'48" East, along said boundary line, a distance of 531.65 feet to a point; Thence South 76°26'41" West, a distance of 461.45 to a point being the northeast corner of the parcel being described, with Northing =360898.65 and Easting =10706320.02 as coordinates, and being considered as the "TRUE POINT OF BEGINNING" of this metes and bounds.

THENCE bearing South 76°26'41" West, a distance of 133.50 feet to a point for a boundary corner;
THENCE along a curve to the RIGHT, having a radius of 90.00 feet, a delta angle of 44°36'44", and whose long chord bears North 08°45'30" East, a distance of 68.32 feet ;
THENCE along a curve to the LEFT, having a radius of 205.00 feet, a delta angle of 35°34'49", and whose long chord bears North 13°16'21" East, a distance of 125.27 feet ;
THENCE bearing North 76°26'53" East, a distance of 51.04 feet to a point for a boundary corner;
THENCE bearing South 13°33'07" East, a distance of 174.99 feet back to the "TRUE POINT OF BEGINNING" of this description.

Said parcel of land containing 15,969.33 Square Feet (0.3666 Acres) of land, more or less.

SLI ENGINEERING, INC.
Reg. No. F-1902
SURVEYING
Rea. No. 100120-00

STATE OF TEXAS
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2998
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METES AND BOUNDS

CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
6600 WESTWIND DRIVE
EL PASO, TEXAS
(915) 584-4457
SLI ENGINEERING, INC.

JOB # 06-25-5269
DRAWN BY: CV CK BY: GH/ET
DATE: 12/18/2025 SCALE: 1"=100'

PARCEL 2
LEGAL DESCRIPTION

PORTION OF TRACT 4-G-2-B-1,
NELLIE D MUNDY SURV #240
CITY OF EL PASO, EL PASO COUNTY, TEXAS.

PLAT REFERENCE
VOLUME x PAGE xx

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GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998

DATE: 12-22-2025

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Resler and Cimarron Canyon

City Plan Commission — December 4, 2025 ***REVISED February 8, 2026***

CASE NUMBER:	**PZRZ25-00022**
CASE MANAGER:	Luis Zamora, (915) 212-1552, ZamoraLF@elpasotexas.gov
PROPERTY OWNER:	Canutillo Independent School District
REPRESENTATIVE:	Nancy Hayes, CSA Design Group
LOCATION:	East of Resler Dr. and North of Cimarron Canyon Dr. (District 1)
PROPERTY AREA:	1.97 acres
REQUEST:	Rezone from C-3 (Commercial) to R-3A (Residential)
RELATED APPLICATIONS:	PZCR25-00004 (Condition Release)
PUBLIC INPUT:	One (1) call of inquiry, one (1) email in support, and six (6) calls, two (2) emails, and one (1) letter in opposition received as of February 8, 2026

SUMMARY OF REQUEST: The applicant requests to rezone the subject property from C-3 (Commercial) to R-3A (Residential) for proposed development of a school.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the request. The proposed rezoning is in character with the surrounding area and is in compliance with the G4, Suburban (Walkable) future land use map designation of *Plan El Paso*, the City's adopted Comprehensive Plan.

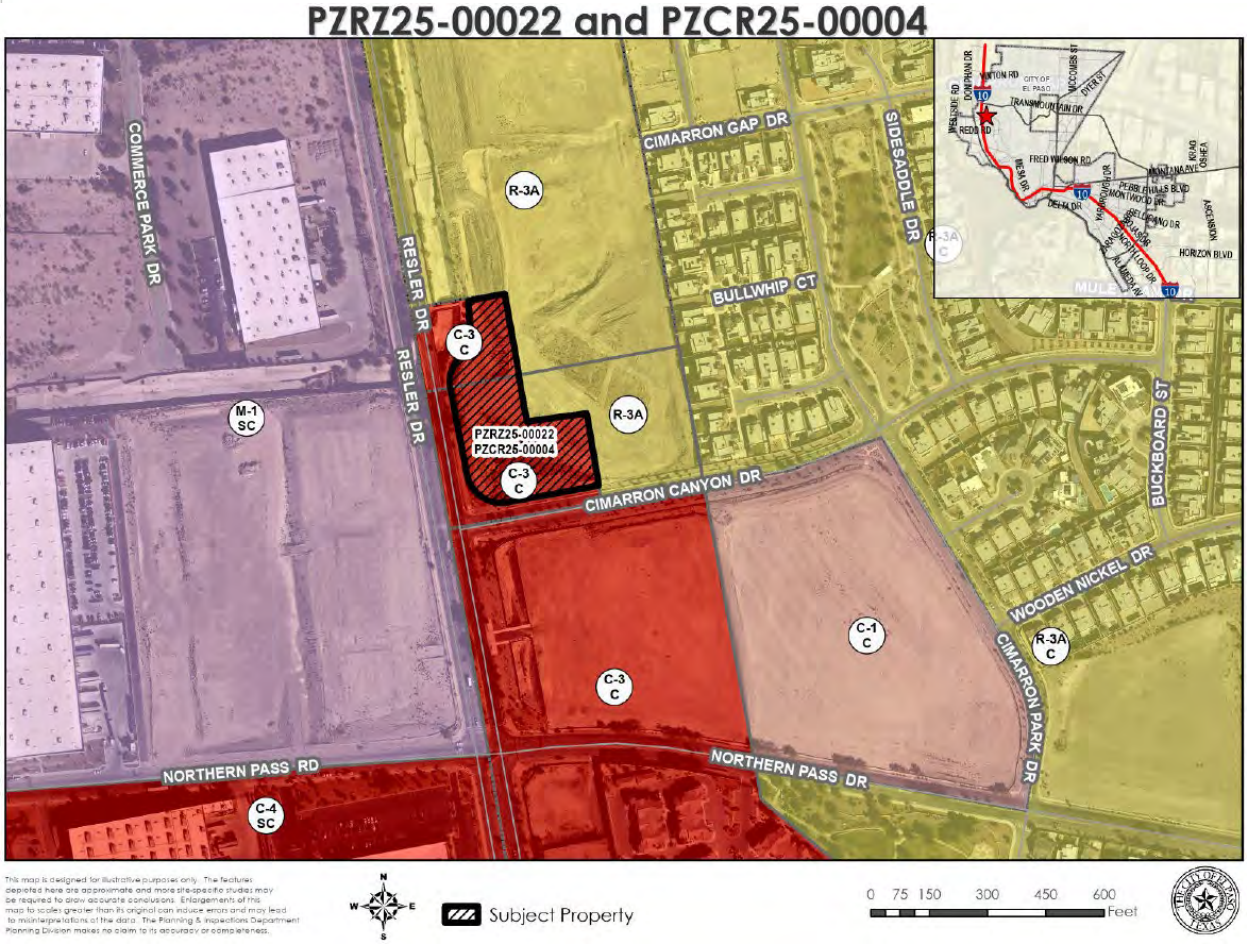


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant requests to rezone the subject property from C-3 (Commercial) to R-3A (Residential) for proposed development of a school. The property is approximately 1.97 acres in size and the conceptual site plan illustrates the subject property being part of a larger development proposed for a middle school with athletic facilities. The site plan is not binding and is not being reviewed for compliance with El Paso City Code. The subject property has access to Resler Drive and Cimarron Canyon Drive.

PREVIOUS CASE HISTORY: City Council approved a rezoning in January 20, 2004 for a large area of land 2 via Ordinance No. 15672 (attachment 3). The subject property is located within Parcel 1 and Parcel 2, with Parcel 1 having been were rezoned from R-3 (Residential) to C-1 (Commercial) and Parcel 2 having been rezoned from R-3 (Residential) to C-3/c (Commercial/conditions). On November 7, 2023, City Council amended the imposed conditions via Ordinance No. 19555 (attachment 5) to the following:

> *The portion of Parcel 1 that will remain commercial zoned shall provide a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion. No landscape buffer shall be required where adjacent to stormwater ponding or open space areas.*

In addition, City Council approved a rezoning in November 7, 2023 for a larger area of land, with the northern portion of the subject property located within Parcel 1, which was rezoned from C-1 (Commercial) to C-3/c (Commercial/conditions). The following condition was imposed on Parcel 1 via Ordinance No. 19554 (attachment 4):

> *That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion. No landscape buffer shall be required where adjacent to stormwater ponding or open space areas.*

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed rezoning request and use is compatible with neighboring properties and zoning districts. Furthermore, the property is proposed to be part of a larger development under the same R-3A (Residential) zoning district. Land immediately abutting the property to the north and east is currently vacant zoned R-3A (Residential). To the south across Cimarron Canyon Drive, land is currently vacant zoned C-3/c (Commercial/conditions). To the west across Resler Drive, land is currently vacant zoned M-1/sc (Light Manufacturing/special contract). The closest school is Reyes Elementary School (0.85 mi.) and the closest park is Cimarron Canyon Park (0.16 mi.).

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **G-4, Suburban (Walkable):** This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses	Yes. The proposed zoning is compatible with G-4, Suburban Future Land Use Map designation per *Plan El Paso*. Permitted uses align with the character of such designation.

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **R-3A (Residential) District:** The purpose of these districts is to promote and preserve residential development within the city to create basic neighborhood units. It is intended that the district regulations maintain a low density of dwelling units supporting a suburban-urban interface that permits developments utilizing varying lot configurations. The regulations of the districts will permit primarily single-family and two-family residential areas, and recreational and institutional uses incidental to and serving the neighborhood.	Yes. Property adjacent to the north and east are zoned R-3A (Residential). Furthermore, the subject property is proposed to be part of a larger development with the proposed rezoning request to have the property match the zoning district.
Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.	Yes. The proposed rezoning request will expand the same zoning district of the adjacent property to the north and east into the subject property.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	None. The proposed development is not within any historic district or study area plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve green field or environmentally sensitive land arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is in transition. Properties have been rezoned within the last ten years. Part of the subject property as well as adjacent property were rezoned from C-4/c (Commercial/conditions) and C-1/c (Commercial/conditions) to R-3A (Residential) on November 17, 2023.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	Property is part of a larger development for a new school, which necessitates to be under the same zoning district prior to permitting.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property takes access from both Resler Drive and Cimarron Canyon Drive, designated as a major arterial and a local road, respectively as classified in the City's Major Thoroughfare Plan (MTP) and is appropriate to serve the proposed development. There is as sidewalk present along Cimarron Canyon Drive and a shared-use path along Resler Drive. There are no public transportation routes or facilities within walking distance (0.25 mile). Public transportation facilities are found 0.41 miles away from the subject property along Northern Pass Road near Northwestern Drive.

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

PUBLIC COMMENT: The subject property does not lie within the boundaries of any neighborhood association. Public notice was sent to all property owners within 300 feet of the subject property on November 21, 2025. As of February 8, 2026, the Planning Division has received one (1) call of inquiry, one (1) email in support, and six (6) calls, two (2) emails, and one (1) letter in opposition in opposition to the rezoning and condition release request. The reasoning for the opposition is increased traffic, limited access, safety concerns with the proposed development, and request for the applicant to include residents in the plans for the development.

RELATED APPLICATIONS: There is a condition release application (PZCR25-00004) running concurrently with the rezoning request to release all imposed conditions on the subject property.

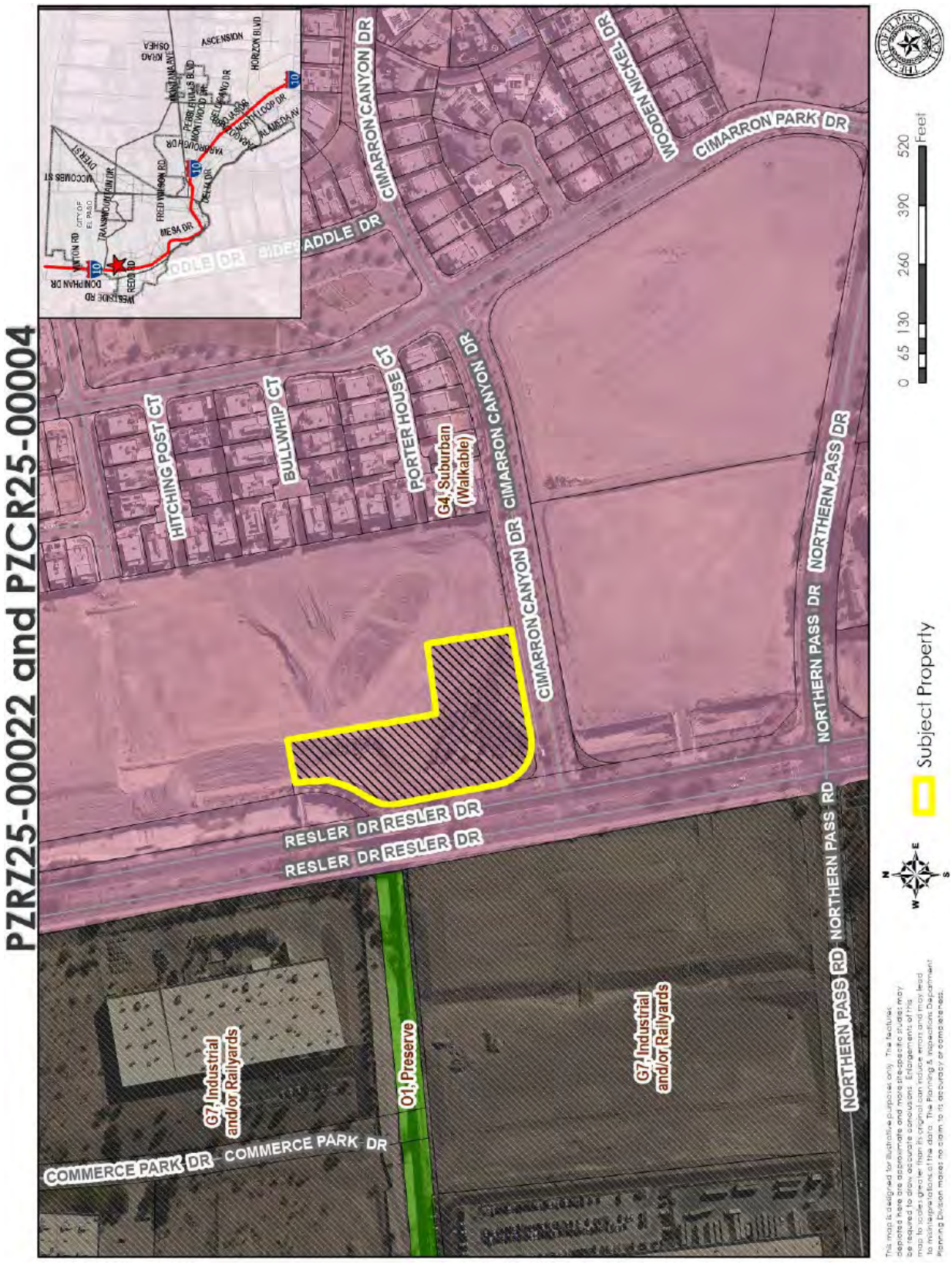
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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

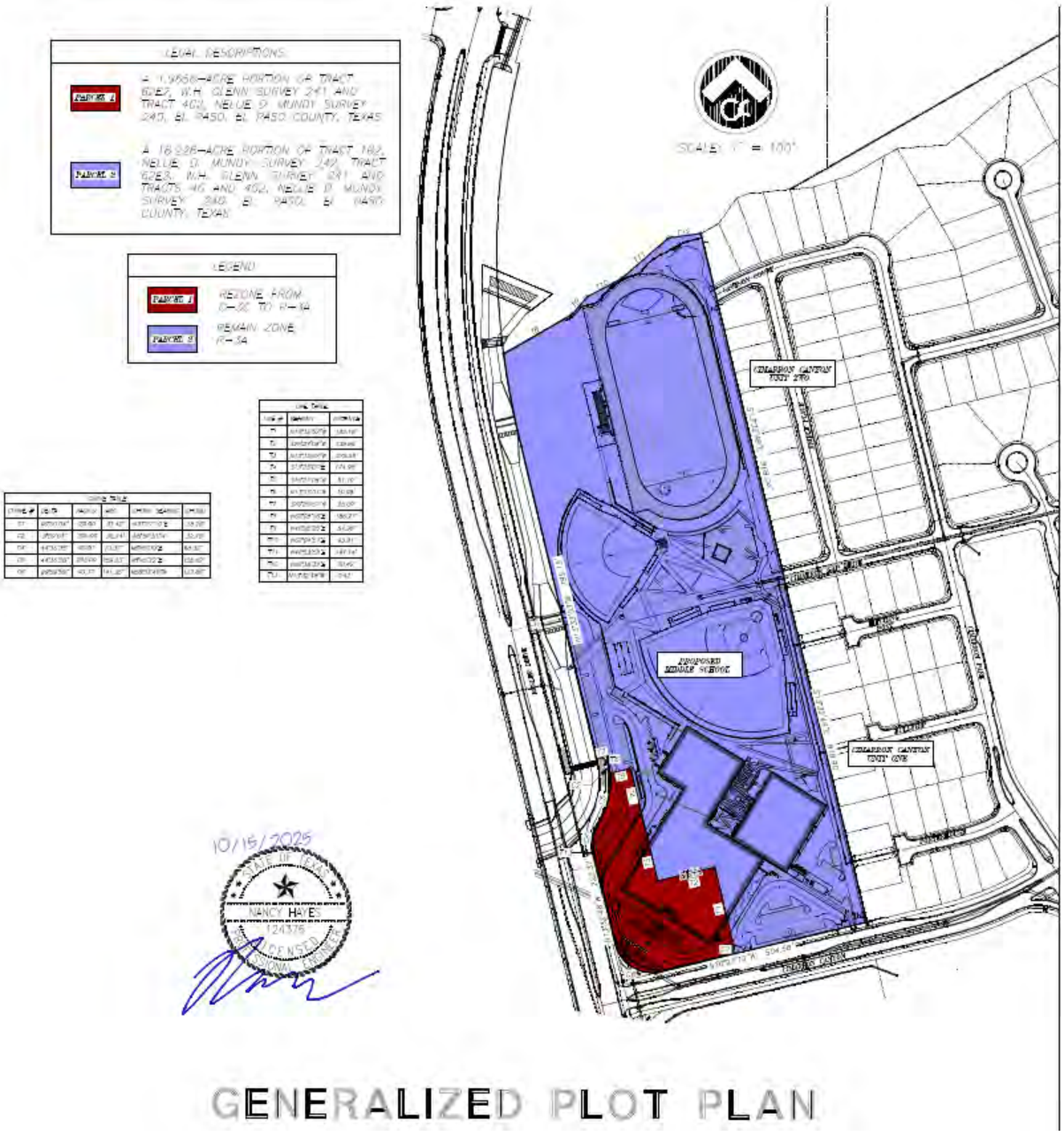
ATTACHMENTS:

1. Future Land Use Map
2. Conceptual Site Plan
3. Ordinance No. 15672
4. Ordinance No. 19554
5. Ordinance No. 19555
6. Department Comments
7. Neighborhood Notification Boundary Map
8. Public Input

ATTACHMENT 1



ATTACHMENT 2



GENERALIZED PLOT PLAN

ATTACHMENT 3

ORDINANCE NO. 15872

AN ORDINANCE CHANGING THE ZONING OF PARCEL 1: A PORTION OF NELLIE D. MUNDY SURVEY NO. 240, NELLIE D. MUNDY SURVEY NO. 242 AND W.H. GLENN SURVEY NO. 241, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-1 (COMMERCIAL), PARCEL 2: A PORTION OF NELLIE D. MUNDY SURVEY NO. 241, NELLIE D. MUNDY SURVEY NO. 242 AND W.H. GLENN SURVEY NO. 241, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL) AND IMPOSING CERTAIN CONDITIONS, PARCEL 3: A PORTION OF S.J. LARKIN SURVEY NO. 264 AND S.J. LARKIN SURVEY NO. 266, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-1 (COMMERCIAL), PARCEL 4: A PORTION OF S.J. LARKIN SURVEY NO. 266, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL TO R-3A (RESIDENTIAL), PARCEL 5: A PORTION OF NELLIE D. MUNDY SURVEY NO. 242 AND S.J. LARKIN SURVEY NO. 266, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-1 (COMMERCIAL), PARCEL 6: A PORTION OF NELLIE D. MUNDY SURVEY NO. 242 AND S.J. LARKIN SURVEY NO. 266, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL) AND IMPOSING CERTAIN CONDITIONS, PARCEL 7: A PORTION OF NELLIE D. MUNDY SURVEY NO. 240 AND NELLIE D. MUNDY SURVEY NO. 242, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO R-3A (RESIDENTIAL) AND IMPOSING CERTAIN CONDITIONS, PARCEL 8: A PORTION OF NELLIE D. MUNDY SURVEY NO. 242, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO R-3A (RESIDENTIAL) AND IMPOSING CERTAIN CONDITIONS, PARCEL 9: A PORTION OF NELLIE D. MUNDY SURVEY NO. 242 AND S.J. LARKIN SURVEY NO. 266, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL) AND IMPOSING CERTAIN CONDITIONS, PARCEL 10: A PORTION OF S.J. LARKIN SURVEY NO. 266, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO A-O (APARTMENT/OFFICE), PARCEL 11: A PORTION OF S.J. LARKIN SURVEY NO. 266, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL) AND IMPOSING CERTAIN CONDITIONS, PARCEL 12: A PORTION OF S.J. LARKIN SURVEY NO. 266, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO R-3A (RESIDENTIAL), AND PARCEL 13: A PORTION OF S.J. LARKIN SURVEY NO. 266, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO R-3A (RESIDENTIAL) AND IMPOSING CERTAIN CONDITIONS. THE PENALTY IS AS PROVIDED IN CHAPTER 20.68 OF THE EL PASO MUNICIPAL CODE.

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

1/21/2004

ORDINANCE NO. 15872 Zoning Case No: ZON03-00046

That the zoning of *Parcels 1 - 13*, as more particularly described by metes and bounds in the attached Exhibit "A", be changed within the meaning of the zoning ordinance, and that the zoning map of the City of El Paso be revised accordingly; as follows:

Parcel 1:	**From R-3 (Residential) to C-1 (Commercial)**
Parcel 2:	**From R-3 (Residential) to C-3/c (Commercial/conditions)**
Parcel 3:	**From R-3 (Residential) to C-1 (Commercial)**
Parcel 4:	**From R-3 (Residential) to R-3A (Residential)**
Parcel 5:	**From R-3 (Residential) to C-1 (Commercial)**
Parcel 6:	**From R-3 (Residential) to C-3/c (Commercial/conditions)**
Parcel 7:	**From R-3 (Residential) to R-3A/c (Residential/conditions)**
Parcel 8:	**From R-3 (Residential) to R-3A/c (Residential/conditions)**
Parcel 9:	**From R-3 (Residential) to C-3/c (Commercial/conditions)**
Parcel 10:	**From R-3 (Residential) to A-O (Apartment/Office)**
Parcel 11:	**From R-3 (Residential) to C-3/c (Commercial/conditions)**
Parcel 12:	**From R-3 (Residential) to R-3A (Residential)**
Parcel 13:	**From R-3 (Residential) to R-3A/c (Residential/conditions)**

That the properties described as **Parcels 2, 6, 9, and 11** be subject to the following conditions which are necessitated by and attributable to the increased intensity of use generated by the change of zoning **from R-3 (Residential) to C-3 (Commercial)** in order to protect the health, safety and welfare of adjacent property owners and the residents of this City:

A ten-foot (10') wide landscaped buffer to include, but not limited to, evergreen trees placed at fifteen (15) feet on center shall be required along the property line where abutting residential or apartment zoning districts. This shall be in addition to the landscaping requirements of Chapter 20.65 of the El Paso Municipal Code and shall be required prior to the issuance of any building permits.

That the properties described as **Parcel 7** be subject to the following conditions which are necessitated by and attributable to the increased intensity of use generated by the change of zoning **from R-3 (Residential) to R-3A (Residential)** in order to protect the health, safety and welfare of adjacent property owners and the residents of this City:

ORDINANCE NO. 15672 **Zoning Case No: ZON03-00046**

1. *Sixty percent (60%) of the land area within Parcel 7 shall not exceed the gross density of the R-3 (Residential) zoning district. The sixty percent (60%) shall be calculated based on the entire acreage within each subdivision plat recorded within this parcel, and shall only count toward the sixty percent (60%) required if the gross density for the subdivision plat does not exceed 7.26 units to the gross acre. Should the gross density exceed 7.26 units per acre, the entire acreage represented within the subdivision plat shall not count toward the sixty percent (60%) requirement stated herein.*

2. *For lots within subdivision plats meeting the density requirements of Condition No. 1, the minimum front yard setback shall be at least twenty-five (25) feet.*

That the properties described as **Parcels 8 and 13** be subject to the following conditions which are necessitated by and attributable to the increased intensity of use generated by the change of zoning **from R-3 (Residential) to R-3A (Residential)** in order to protect the health, safety and welfare of adjacent property owners and the residents of this City:

The land area within these parcels shall not exceed the gross density of the R-3 (Residential) zoning district.

These conditions shall run with the land, are a charge and servitude thereon, and bind the current property owner and any successors in title. The City may enforce these conditions by injunction, by rescission of the zoning which is made appropriate as a result of these conditions, or by any other legal or equitable remedy. The City Council of the City of El Paso may amend or release the above conditions in its discretion without the consent of any third person who may be benefited thereby, and without affecting the validity of this Ordinance.

PASSED AND APPROVED this 20th day of **January, 2004.**

(signatures on the next page)

ORDINANCE NO. 15672 **Zoning Case No: ZON03-00046**

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO CONTENT:

Fred Lopez, Zoning Coordinator
Planning, Research & Development

Rodolfo Valdez, Chief Urban Planner
Planning, Research & Development

Acknowledgment

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 23rd day of January, 2004, by **JOE WARDY** as **MAYOR** of **THE CITY OF EL PASO**.

My Commission Expires:

DONNA MARIE MARTINEZ
NOTARY PUBLIC
STATE OF TEXAS
My commission expires
November 01, 2005

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

15672

1/21/2004

ORDINANCE NO. _____

Zoning Case No: ZON03-00046

ATTACHMENT 4

Doc # 20230083443

47

ORDINANCE NO. 019554

AN ORDINANCE CHANGING THE ZONING OF THE FOLLOWING REAL PROPERTY KNOWN AS: PARCEL 1: A 0.367-ACRE PORTION OF TRACT 62E2, W.H. GLENN SURVEY 241 AND TRACT 4G2, NELLIE D. MUNDY SURVEY 240, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM C-1 (COMMERCIAL) TO C-3 (COMMERCIAL) AND, PARCEL 2: A 18.228-ACRE PORTION OF TRACT 1B2, NELLIE D. MUNDY SURVEY 242, TRACT 62E2, W.H. GLENN SURVEY 241 AND TRACTS 4G AND 4G2, NELLIE D, MUNDY SURVEY 240, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM C-1 (COMMERCIAL), C-3/C (COMMERCIAL/CONDITIONS), AND C-4/C (COMMERCIAL/CONDITIONS) TO R-3A (RESIDENTIAL); AND IMPOSING A CONDITION. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of Parcel 1: **A 0.367-acre portion of Tract 62E2, W.H. Glenn Survey 241 and Tract 4G2, Nellie D. Mundy Survey 240**, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached **Exhibit "A"**, incorporated by reference; and, Parcel 2: **A 18.228-acre portion of Tract 1B2, Nellie D. Mundy Survey 242, Tract 62E2, W.H. Glenn Survey 241 and Tracts 4G and 4G2, Nellie D. Mundy Survey 240**, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached **Exhibit "B"**, incorporated by reference; be changed as listed for **PARCEL 1: FROM C-1 (COMMERCIAL)** TO **C-3 (COMMERCIAL); AND PARCEL 2: FROM C-1 (COMMERCIAL), C-3/c (COMMERCIAL/ CONDITIONS), AND C-4/C (COMMERCIAL/CONDITIONS)** TO **R-3A (RESIDENTIAL),** as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above as Parcel 1 be subject to the following condition which is necessitated by and attributable to the increased intensity of use generated by the change of zoning in order to protect the health, safety and welfare of the residents of the City:

That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion. No landscape buffer shall be required where adjacent to stormwater ponding or open space areas.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this 7 day of NOVEMBER, 2023.

THE CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russell Abeln
Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

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

(Exhibits on the following pages)

Doc # 20230083443
#Pages 7 #NFPages 1
11/14/2023 09:19 AM
Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees $50.00

eRecorded

I hearby certify that this instrument was filed on the date and time stamped heron by me and was duly recorded by document number in the Offical Public Records of real Property in El Paso County.

EL PASO COUNTY, TEXAS

EXHIBIT "A"

Property description: A 0.367-acre portion of Tract 62E2, W.H. Glenn Survey 241 and Tract 4G2, Nellie D. Mundy Survey 240, El Paso, El Paso County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a 0.367-acre portion of Tract 62E2, W.H. Glenn Survey 241 and Tract 4G2, Nellie D. Mundy Survey 240, El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

COMMENCING at the common most westerly corner of Cimarron Canyon Unit One (Clerk's File No. 20180052184, Plat Records, El Paso County, Texas) and Cimarron Canyon Unit Two (Clerk's File No: 20220003665, Plat Records, El Paso County, Texas); Thence, South 13°32'48" East, along the westerly boundary of Cimarron Canyon Unit One, a distance of 818.90 feet to the north right-of-way of Cimarron Canyon Drive (varied-width right-of-way; Cimarron Canyon Unit One); Thence, South 76°27'12" West, along said right-of-way, a distance of 341.47 feet; Thence, 31.42 feet along the arc of a curve to the left, having a radius of 20.00 feet, a central angle of 90°00'04" and a chord which bears North 31°27'10" East, a distance of 28.28 feet; Thence, North 13°32'52" West, a distance of 192.18 feet; Thence, South 76°27'08" West, a distance of 139.96 feet; Thence, North 13°33'07" West, a distance of 100.58 feet to the northerly boundary of that certain parcel of land described January 20, 2004, in Book 4825, Page 1944, Parcel 1, Deed Records, El Paso County, Texas, for the **POINT OF BEGINNING** of this description;

THENCE, South 76°26'41" West, along said boundary, a distance of 133.50 feet to the east right-of-way of Resler Drive (varied width right-of-way; January 8, 2002, Book 4158, Page 910, Deed Records, El Paso County, Texas);

THENCE, along said right-of-way the following courses and distances:

North 13°32'48" West, a distance of 0.42 feet;

70.07 feet along the arc of a curve to the right, having a radius of 90.00 feet, a central angle of 44°36'35", and a chord which bears North 8°45'30" East, a distance of 68.32 feet;

126.89 feet along the arc of a curve to the left, having a radius of 205.00 feet, a central angle of 35°27'50", and a chord which bears North 13°19'53" East, a distance of 124.87 feet;

THENCE, North 76°27'08" East, a distance of 51.10 feet;

THENCE, South 13°33'07" East, a distance of 174.98 feet to the **POINT OF BEGINNING** of this description.

Said parcel of land contains 0.367 acres (16,003 square feet) of land more or less.

NOTE: THIS DESCRIPTION IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY.

ROBERT SEIPEL ASSOCIATES, INC.
Professional Land Surveyors
Texas Reg. Surveying Firm 10060500



Mark U. Balansay, R.P.L.S. 6489
President
Texas License No. 6489

Job Number 22-0009B
January 19, 2023

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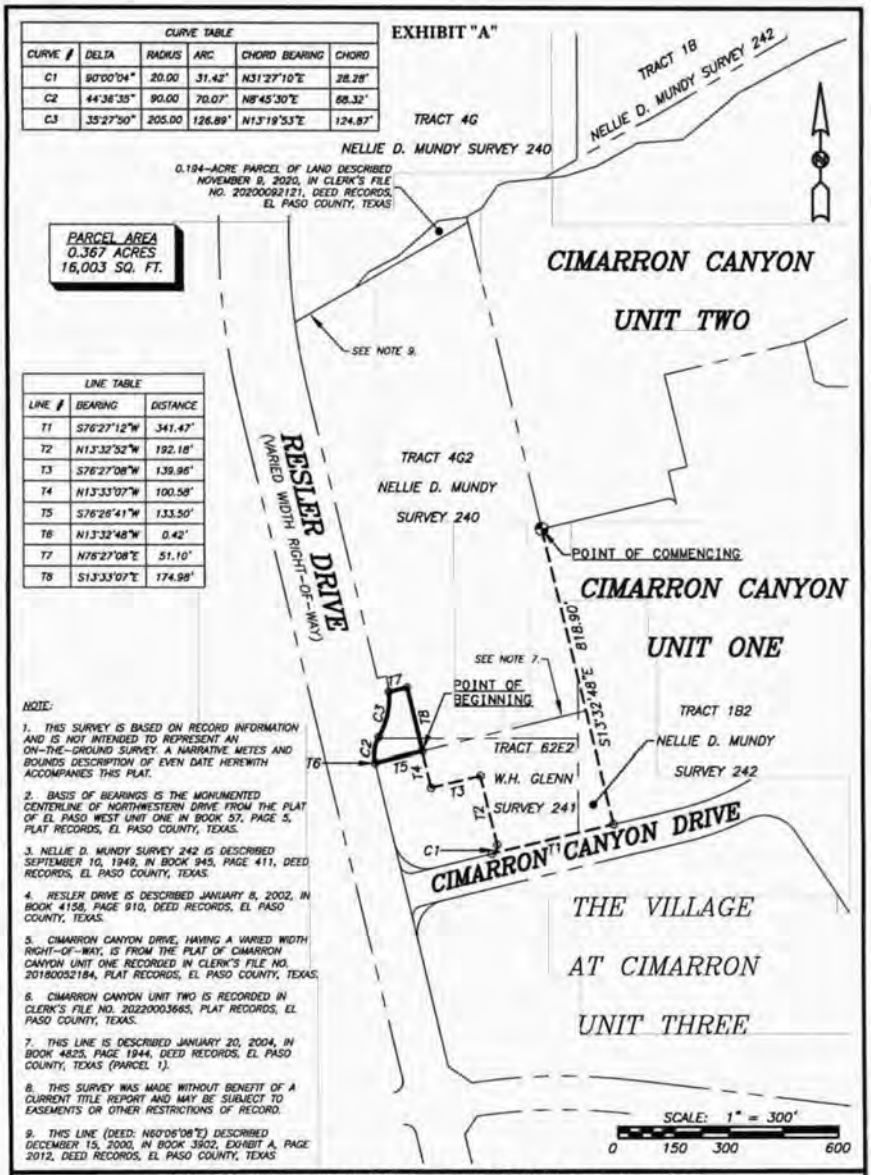

EXHIBIT "A"
CURVE TABLE
CURVE # | DELTA | RADIUS | ARC | CHORD BEARING | CHORD
C1 | 90°00'04" | 20.00 | 31.42' | N31°27'10"E | 28.28'
C2 | 44°36'35" | 90.00 | 70.07' | N8°45'30"E | 68.32'
C3 | 35°27'50" | 205.00 | 126.89' | N13°19'33"E | 124.87'
LINE TABLE
LINE # | BEARING | DISTANCE
T1 | S76°27'12"W | 341.47'
T2 | N13°32'52"W | 192.18'
T3 | S76°27'08"W | 139.96'
T4 | N13°33'07"W | 100.58'
T5 | S76°26'41"W | 133.50'
T6 | N13°32'48"W | 0.42'
T7 | N76°27'08"E | 51.10'
T8 | S13°33'07"E | 174.98'
PARCEL AREA
0.367 ACRES
16,003 SQ. FT.
TRACT 1B
NELLIE D. MUNDY SURVEY 242
TRACT 4G
NELLIE D. MUNDY SURVEY 240
0.194-ACRE PARCEL OF LAND DESCRIBED NOVEMBER 9, 2020, IN CLERK'S FILE NO. 20200092121, DEED RECORDS, EL PASO COUNTY, TEXAS
CIMARRON CANYON UNIT TWO
SEE NOTE 9.
RESLER DRIVE
(VARIED WIDTH RIGHT-OF-WAY)
TRACT 4G2
NELLIE D. MUNDY SURVEY 240
POINT OF COMMENCING
CIMARRON CANYON UNIT ONE
818.90'
S13°32'48"E
SEE NOTE 7.
POINT OF BEGINNING
TRACT 1B2
NELLIE D. MUNDY SURVEY 242
TRACT 62E2
W.H. GLENN SURVEY 241
CIMARRON CANYON DRIVE
THE VILLAGE AT CIMARRON UNIT THREE
SCALE: 1" = 300'
0 150 300 600
NOTE:
1. THIS SURVEY IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY. A NARRATIVE METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS PLAT.
2. BASIS OF BEARINGS IS THE MONUMENTED CENTERLINE OF NORTHWESTERN DRIVE FROM THE PLAT OF EL PASO WEST UNIT ONE IN BOOK 57, PAGE 5, PLAT RECORDS, EL PASO COUNTY, TEXAS.
3. NELLIE D. MUNDY SURVEY 242 IS DESCRIBED SEPTEMBER 10, 1949, IN BOOK 945, PAGE 411, DEED RECORDS, EL PASO COUNTY, TEXAS.
4. RESLER DRIVE IS DESCRIBED JANUARY 8, 2002, IN BOOK 4158, PAGE 910, DEED RECORDS, EL PASO COUNTY, TEXAS.
5. CIMARRON CANYON DRIVE, HAVING A VARIED WIDTH RIGHT-OF-WAY, IS FROM THE PLAT OF CIMARRON CANYON UNIT ONE RECORDED IN CLERK'S FILE NO. 20180052184, PLAT RECORDS, EL PASO COUNTY, TEXAS.
6. CIMARRON CANYON UNIT TWO IS RECORDED IN CLERK'S FILE NO. 20220003685, PLAT RECORDS, EL PASO COUNTY, TEXAS.
7. THIS LINE IS DESCRIBED JANUARY 20, 2004, IN BOOK 4825, PAGE 1944, DEED RECORDS, EL PASO COUNTY, TEXAS (PARCEL 1).
8. THIS SURVEY WAS MADE WITHOUT BENEFIT OF A CURRENT TITLE REPORT AND MAY BE SUBJECT TO EASEMENTS OR OTHER RESTRICTIONS OF RECORD.
9. THIS LINE (DEED: N60°06'08"E) DESCRIBED DECEMBER 15, 2000, IN BOOK 3902, EXHIBIT A, PAGE 2012, DEED RECORDS, EL PASO COUNTY, TEXAS
ROBERT SEIPEL ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1845 NORTHWESTERN DR. SUITE C EL PASO, TX 79912 915-877-1928
STATE OF TEXAS REGISTERED MARK U. BALANSAY 6459 PROFESSIONAL LAND SURVEYOR
A 0.367-ACRE PORTION OF TRACT 62E2, W.H. GLENN SURVEY 241 AND TRACT 4G2, NELLIE D. MUNDY SURVEY 240, EL PASO, EL PASO COUNTY, TEXAS.
TEXAS REG. SURVEYING FIRM 10060500
DATE: 01-19-23
SCALE: 1" = 300'
DRAWN BY: MJB
CHK'D BY: MJB
FB: ~
FILE #: 22-0009B
REVISED:
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EXHIBIT "B"

Property description: A 18.228-acre portion of Tract 1B2, Nellie D. Mundy Survey 242, Tract 62E2, W.H. Glenn Survey 241 and Tracts 4G and 4G2, Nellie D. Mundy Survey 240, El Paso, El Paso County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a 18.228-acre portion of Tract 1B2, Nellie D. Mundy Survey 242 (September 10, 1949, Book 945, Page 411, Deed Records, El Paso County, Texas), Tract 62E2, W.H. Glenn Survey 241 and Tracts 4G and 4G2, Nellie D. Mundy Survey 240, El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

COMMENCING at the common most westerly corner of Cimarron Canyon Unit One (Clerk's File No. 20180052184, Plat Records, El Paso County, Texas) and Cimarron Canyon Unit Two (Clerk's File No. 20220003665, Plat Records, El Paso County, Texas) and the **POINT OF BEGINNING** of this description;

THENCE, South 13°32'48" East, along the westerly boundary of Cimarron Canyon Unit One, a distance of 818.90 feet to the north right-of-way of Cimarron Canyon Drive (varied-width right-of-way; Cimarron Canyon Unit One);

THENCE, South 76°27'12" West, along said right-of-way, a distance of 341.47 feet;

THENCE, 31.42 feet along the arc of a curve to the left, having a radius of 20.00 feet, a central angle of 90°00'04" and a chord which bears North 31°27'10" East, a distance of 28.28 feet;

THENCE, North 13°32'52" West, a distance of 192.18 feet;

THENCE, South 76°27'08" West, a distance of 139.96 feet;

THENCE, North 13°33'07" West, a distance of 275.56 feet;

THENCE, South 76°27'08" West, a distance of 51.10 feet to the east right-of-way of Resler Drive (varied width right-of-way; January 8, 2002, Book 4158, Page 910, Deed Records, El Paso County, Texas);

THENCE, along said right-of-way the following courses and distances:

32.74 feet along the arc of a curve to the left, having a radius of 205.00 feet, a central angle of 9°09'01" and a chord which bears North 8°58'33" West, a distance of 32.70 feet;

North 13°33'03" West, a distance of 10.99 feet;

South 76°26'57" West, a distance of 25.00 feet;

North 13°33'03" West, a distance of 789.15 feet;

198.69 feet along the arc of a curve to the right, having a radius of 1875.00 feet, a central angle of 6°04'17" and a chord which bears North 10°30'55" West, a distance of 198.59 feet to the northerly boundary of that certain parcel of land described December 15, 2000, in Book 3902, Page 2012, Exhibit A, Deed Records, El Paso County, Texas;

THENCE, North 60°08'16" East (Deed: North 60°06'08" East) along said boundary, a distance of 188.27 feet to the northerly boundary of that 0.194-acre parcel of land described November 9, 2020, in Clerk's File No. 20200092121, Deed Records, El Paso County, Texas;

THENCE, along said boundary the following courses and distances:

North 40°25'25" East, a distance of 54.96 feet;

North 62°04'57" East, a distance of 93.91 feet;

North 48°53'58" East, a distance of 147.14 feet;

North 82°38'32" East, a distance of 78.42 feet to the westerly boundary of Cimarron Canyon Unit Two;

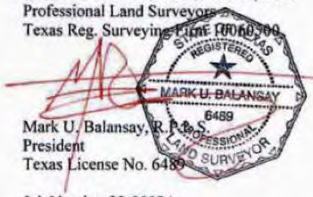
THENCE, South 13°32'48" East, along said boundary, a distance of 868.04 feet to the **POINT OF BEGINNING** of this description.

Said parcel of land contains 18.228 acres (794,011 square feet) of land more or less.

NOTE: THIS DESCRIPTION IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY.

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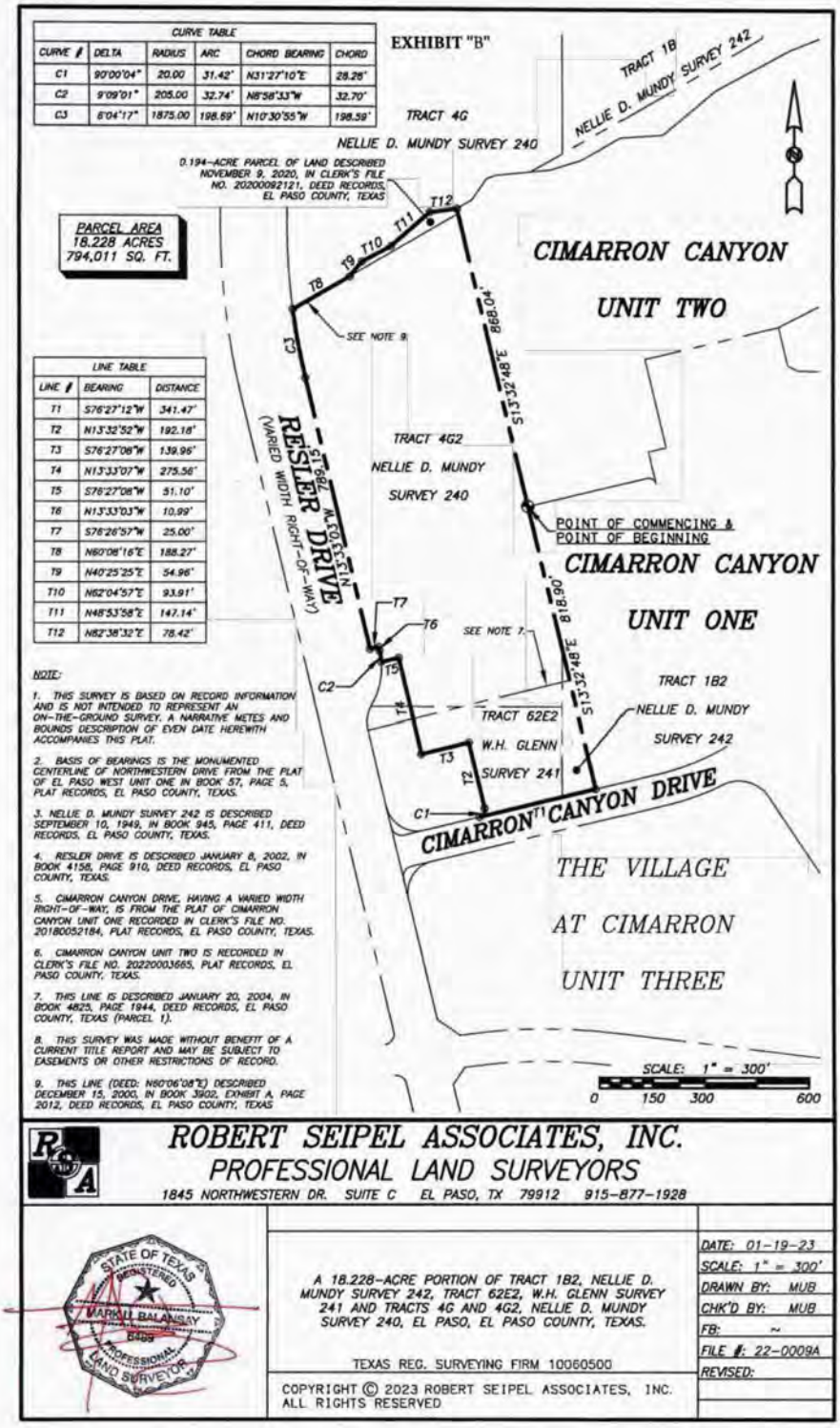
ROBERT SEIPEL ASSOCIATES, INC.
Professional Land Surveyors
Texas Reg. Surveying Firm 10060300



Mark U. Balansay, R.P.L.S.
President
Texas License No. 6489

Job Number 22-0009A
January 19, 2023

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EXHIBIT "B"
CURVE TABLE
CURVE # | DELTA | RADIUS | ARC | CHORD BEARING | CHORD
C1 | 90°00'04" | 20.00 | 31.42' | N31°27'10"E | 28.28'
C2 | 9°09'01" | 205.00 | 32.74' | N8°58'33"W | 32.70'
C3 | 6°04'17" | 1875.00 | 198.69' | N10°30'55"W | 198.59'
LINE TABLE
LINE # | BEARING | DISTANCE
T1 | S76°27'12"W | 341.47'
T2 | N13°32'52"W | 192.18'
T3 | S76°27'08"W | 139.96'
T4 | N13°33'07"W | 275.56'
T5 | S76°27'08"W | 51.10'
T6 | N13°33'03"W | 10.99'
T7 | S76°26'57"W | 25.00'
T8 | N60°08'16"E | 188.27'
T9 | N40°25'25"E | 54.96'
T10 | N62°04'57"E | 93.91'
T11 | N48°53'58"E | 147.14'
T12 | N82°38'32"E | 78.42'
PARCEL AREA
18.228 ACRES
794,011 SQ. FT.
0.194-ACRE PARCEL OF LAND DESCRIBED NOVEMBER 9, 2020, IN CLERK'S FILE NO. 20200092121, DEED RECORDS, EL PASO COUNTY, TEXAS
TRACT 1B
NELLIE D. MUNDY SURVEY 242
TRACT 4G
NELLIE D. MUNDY SURVEY 240
CIMARRON CANYON
UNIT TWO
SEE NOTE 9
868.04'
S13°32'48"E
TRACT 4G2
NELLIE D. MUNDY
SURVEY 240
POINT OF COMMENCING &
POINT OF BEGINNING
CIMARRON CANYON
UNIT ONE
818.90'
S13°32'48"E
SEE NOTE 7
TRACT 1B2
NELLIE D. MUNDY
SURVEY 242
TRACT 62E2
W.H. GLENN
SURVEY 241
RESLER DRIVE
(VARIED WIDTH RIGHT-OF-WAY)
S16°27'08"E 1882.74'
CIMARRON CANYON DRIVE
THE VILLAGE
AT CIMARRON
UNIT THREE
SCALE: 1" = 300'
0 150 300 600
NOTE:
1. THIS SURVEY IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY. A NARRATIVE METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS PLAT.
2. BASIS OF BEARINGS IS THE MONUMENTED CENTERLINE OF NORTHWESTERN DRIVE FROM THE PLAT OF EL PASO WEST UNIT ONE IN BOOK 57, PAGE 5, PLAT RECORDS, EL PASO COUNTY, TEXAS.
3. NELLIE D. MUNDY SURVEY 242 IS DESCRIBED SEPTEMBER 10, 1949, IN BOOK 945, PAGE 411, DEED RECORDS, EL PASO COUNTY, TEXAS.
4. RESLER DRIVE IS DESCRIBED JANUARY 8, 2002, IN BOOK 4158, PAGE 910, DEED RECORDS, EL PASO COUNTY, TEXAS.
5. CIMARRON CANYON DRIVE, HAVING A VARIED WIDTH RIGHT-OF-WAY, IS FROM THE PLAT OF CIMARRON CANYON UNIT ONE RECORDED IN CLERK'S FILE NO. 20180052184, PLAT RECORDS, EL PASO COUNTY, TEXAS.
6. CIMARRON CANYON UNIT TWO IS RECORDED IN CLERK'S FILE NO. 20220003665, PLAT RECORDS, EL PASO COUNTY, TEXAS.
7. THIS LINE IS DESCRIBED JANUARY 20, 2004, IN BOOK 4825, PAGE 1944, DEED RECORDS, EL PASO COUNTY, TEXAS (PARCEL 1).
8. THIS SURVEY WAS MADE WITHOUT BENEFIT OF A CURRENT TITLE REPORT AND MAY BE SUBJECT TO EASEMENTS OR OTHER RESTRICTIONS OF RECORD.
9. THIS LINE (DEED: N60°06'08"E) DESCRIBED DECEMBER 15, 2000, IN BOOK 3902, EXHIBIT A, PAGE 2012, DEED RECORDS, EL PASO COUNTY, TEXAS
ROBERT SEIPEL ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1845 NORTHWESTERN DR. SUITE C EL PASO, TX 79912 915-877-1928
STATE OF TEXAS
REGISTERED
MARKUS BALANSAY
6409
PROFESSIONAL
LAND SURVEYOR
A 18.228-ACRE PORTION OF TRACT 1B2, NELLIE D. MUNDY SURVEY 242, TRACT 62E2, W.H. GLENN SURVEY 241 AND TRACTS 4G AND 4G2, NELLIE D. MUNDY SURVEY 240, EL PASO, EL PASO COUNTY, TEXAS.
TEXAS REG. SURVEYING FIRM 10060500
DATE: 01-19-23
SCALE: 1" = 300'
DRAWN BY: MJB
CHK'D BY: MJB
FB: ~
FILE #: 22-0009A
REVISED:
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ATTACHMENT 5

Doc # 20230083442

48

ORDINANCE NO. 019555

AN ORDINANCE AMENDING A CONDITION PLACED ON PARCEL 1 BY ORDINANCE NO. 15672 WHICH CHANGED THE ZONING OF A 4.32-ACRE PORTION OF TRACT 1B2, NELLIE D. MUNDY SURVEY 242, TRACT 62E2, W.H. GLENN SURVEY 241 AND TRACT 4G2, NELLIE D. MUNDY SURVEY 240, CITY OF EL PASO, EL PASO COUNTY, TEXAS, AND WHICH IMPOSED A CONDITION, AND RELEASING ALL CONDITIONS PLACED ON PARCEL 2 BY ORDINANCE NO. 15708 WHICH CHANGED THE ZONING OF A 0.194-ACRE PORTION OF TRACT 4G, NELLIE D. MUNDY SURVEY 240, CITY OF EL PASO, EL PASO COUNTY, TEXAS, AND WHICH IMPOSED A CONDITION. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, the zoning of Parcel 1 described as *a 4.232-acre portion of Tract 1B2, Nellie D. Mundy Survey 242, Tract 62E2, W.H. Glenn Survey 241 and Tract 4G2, Nellie D. Mundy Survey 240, City of El Paso, El Paso County, Texas,* was changed by Ordinance No. 15672 approved by City Council on January 20, 2004; and,

WHEREAS, the zoning of Parcel 2 described as a *0.194-acre portion of Tract 4G, Nellie D. Mundy Survey 240, City of El Paso, El Paso County, Texas,* was changed by Ordinance No. 15708 approved by City Council on March 2, 2004; and,

WHEREAS, placement of such conditions was necessitated by and attributable to the increased intensity of use generated by the change of zoning; and,

WHEREAS, the owner (applicant) submitted an application requesting a condition amendment and the removal of all conditions because these conditions have been satisfied or are current requirement of the City Code; and,

WHEREAS, a public hearing regarding removal of the conditions was held before the City Plan Commission, and the Commission recommended approval of the release of all conditions and approval of the amendment; and,

WHEREAS, the City Council of the City of El Paso has determined that the release and amendment of certain conditions will protect the best interest, health, safety, and welfare of the public in general.

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

1. That all of the zoning conditions imposed by Ordinance No. 15672 approved by City Council on January 20, 2004, on Parcel 1 identified in **Exhibit "A"** be amended to read as follows:

The portion of Parcel 1 that will remain commercial zoned shall provide a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion. No landscape buffer shall be required where adjacent to stormwater ponding or open space areas; and,

2. That all of the zoning conditions imposed by Ordinance No. 15708 approved by City Council on March 2, 2004, on Parcel 2 identified in **Exhibit "B"** be released because the conditions have been satisfied and are no longer necessary, or are current requirements of the City Code.

Conditions as follows:
A ten (10) foot wide landscaped buffer to include, but not limited to, evergreen trees placed at fifteen (15) feet on center shall be required along any property line abutting residential or apartment zoning districts, except where abutting el paso natural gas company right - of -way, or a twenty-five (25) foot setback shall be required where abutting residential or apartment zoning districts. This shall be in addition to the landscaping requirements of the chapter 20.65 of the El Paso City Code and shall be required prior to the issuance of any building permits.

ADOPTED this 7 day of NOVEMBER, 2023

THE CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. 019555
#168960 / 11-1007-071 / Zoning Condition Release

Zoning Case No: PZCR23-00002

Doc # 20230083442
#Pages 6 #NFPages 1
11/14/2023 09:19 AM
Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees $46.00

eRecorded

I hearby certify that this instrument was filed on the date and time stamped heron by me and was duly recorded by document number in the Offical Public Records of real Property in El Paso County.

EL PASO COUNTY, TEXAS

EXHIBIT "A"

Property description: A 4.232-acre portion of Tract 1B2, Nellie D. Mundy Survey 242, Tract 62E2, W.H. Glenn Survey 241 and Tract 4G2, Nellie D. Mundy Survey 240, El Paso, El Paso County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a 4.232-acre portion of Tract 1B2, Nellie D. Mundy Survey 242 (September 10, 1949, Book 945, Page 411, Deed Records, El Paso County, Texas), Tract 62E2, W.H. Glenn Survey 241 and Tract 4G2, Nellie D. Mundy Survey 240, El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

COMMENCING at the common most westerly corner of Cimarron Canyon Unit One (Clerk's File No. 20180052184, Plat Records, El Paso County, Texas) and Cimarron Canyon Unit Two (Clerk's File No. 20220003665, Plat Records, El Paso County, Texas); Thence, South 13°32'48" East, along the westerly boundary of Cimarron Canyon Unit One, a distance of 506.07 feet to the **POINT OF BEGINNING** of this description;

THENCE, South 13°32'48" East, continuing along said boundary, a distance of 312.83 feet to the north right-of-way of Cimarron Canyon Drive (varied-width right-of-way; Cimarron Canyon Unit One)

THENCE, South 76°27'12" West, along said right-of-way, a distance of 504.58 feet the the northerly boundary of Lot 1, Block 15, Cimarron Canyon Unit One;

THENCE, 141.95 feet continuing along said boundary and along the arc of a curve to the right, having a radius of 90.37 feet, a central angle of 89°59'59", and a chord which bears North 58°32'48"West, a distance of 127.80 feet to the east right-of-way of Resler Drive (varied width right-of-way; January 8, 2002, Book 4158, Page 910, Deed Records, El Paso County, Texas);

THENCE, North 13°32'48" West, along said right-of-way, a distance of 222.38 feet to the southerly boundary of that certain parcel of land described January 20, 2004, in Book 4825, Page 1944, Deed Records, El Paso County, Texas;

THENCE, North 76°26'41" East, along said boundary, a distance of 594.95 feet to the **POINT OF BEGINNING** of this description.

Said parcel of land contains 4.232 acres (184,343 square feet) of land more or less.

NOTE: THIS DESCRIPTION IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY.

ROBERT SEIPEL ASSOCIATES, INC.
Professional Land Surveyors
Texas Reg. Surveying Firm 10060500

STATE OF TEXAS REGISTERED MARK U. HALLINAY 6489 PROFESSIONAL LICENSED SURVEYOR

Mark U. Hallinay, R.P.L.S.
President
Texas License No. 6489

Job Number 22-0009D
April 27, 2023

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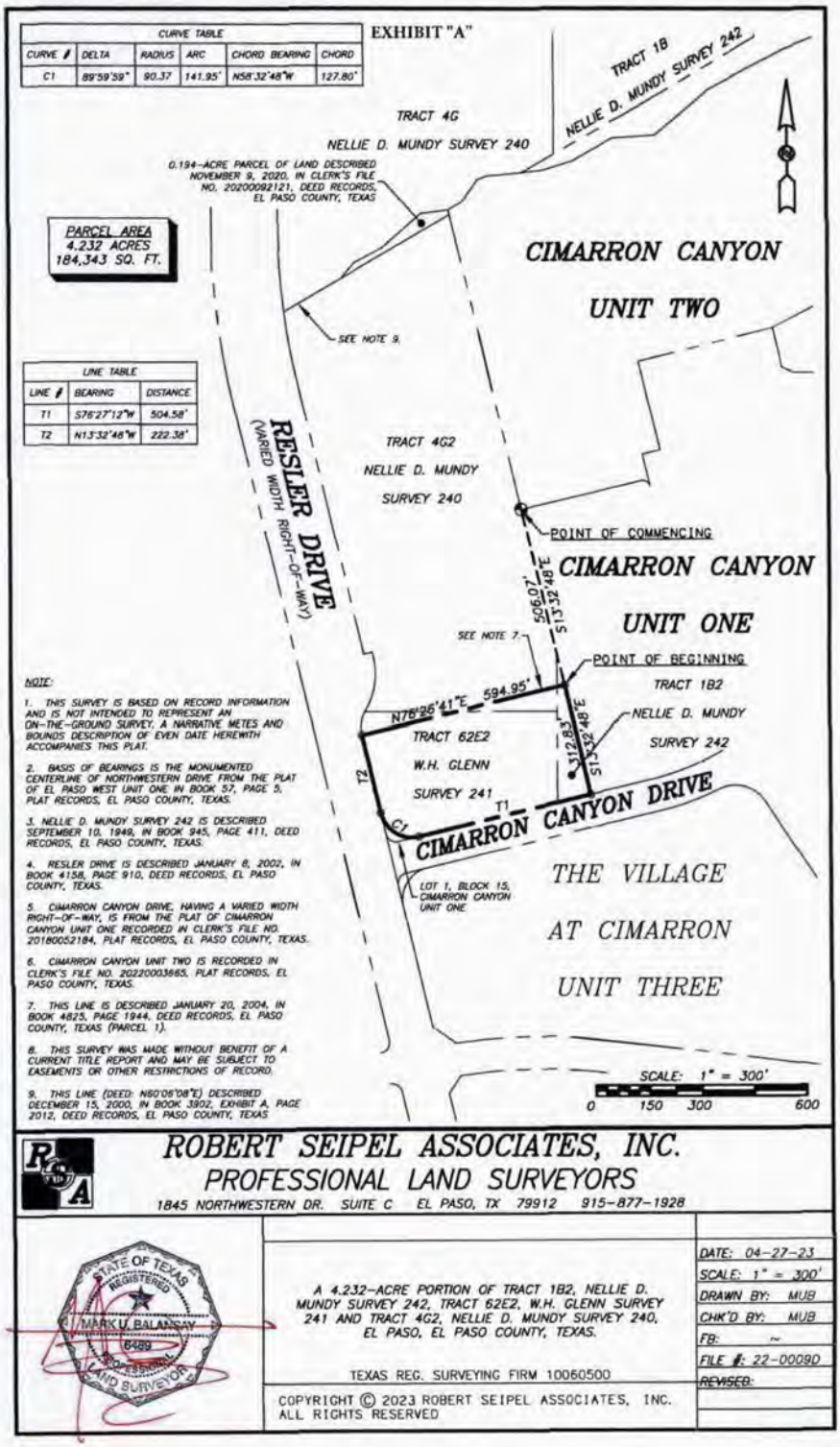

EXHIBIT "A"
CURVE TABLE
CURVE # | DELTA | RADIUS | ARC | CHORD BEARING | CHORD
C1 | 89°59'59" | 90.37' | 141.95' | N58°32'48"W | 127.80'
TRACT 1B
NELLIE D. MUNDY SURVEY 242
TRACT 4G
NELLIE D. MUNDY SURVEY 240
0.194-ACRE PARCEL OF LAND DESCRIBED NOVEMBER 9, 2020, IN CLERK'S FILE NO. 20200092121, DEED RECORDS, EL PASO COUNTY, TEXAS
PARCEL AREA
4.232 ACRES
184,343 SQ. FT.
CIMARRON CANYON
UNIT TWO
SEE NOTE 9.
LINE TABLE
LINE # | BEARING | DISTANCE
T1 | S76°27'12"W | 504.58'
T2 | N13°32'48"W | 222.38'
RESLER DRIVE
(VARIED WIDTH RIGHT-OF-WAY)
TRACT 4G2
NELLIE D. MUNDY
SURVEY 240
POINT OF COMMENCING
506.07'
S13°32'48"E
CIMARRON CANYON
UNIT ONE
SEE NOTE 7.
POINT OF BEGINNING
TRACT 1B2
NELLIE D. MUNDY
SURVEY 242
N76°26'41"E
594.95'
TRACT 62E2
W.H. GLENN
SURVEY 241
312.83'
S13°32'48"E
T2
T1
C1
CIMARRON CANYON DRIVE
LOT 1, BLOCK 15, CIMARRON CANYON UNIT ONE
THE VILLAGE
AT CIMARRON
UNIT THREE
SCALE: 1" = 300'
0 150 300 600
NOTE:
1. THIS SURVEY IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY. A NARRATIVE METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS PLAT.
2. BASIS OF BEARINGS IS THE MONUMENTED CENTERLINE OF NORTHWESTERN DRIVE FROM THE PLAT OF EL PASO WEST UNIT ONE IN BOOK 57, PAGE 5, PLAT RECORDS, EL PASO COUNTY, TEXAS.
3. NELLIE D. MUNDY SURVEY 242 IS DESCRIBED SEPTEMBER 10, 1949, IN BOOK 945, PAGE 411, DEED RECORDS, EL PASO COUNTY, TEXAS.
4. RESLER DRIVE IS DESCRIBED JANUARY 8, 2002, IN BOOK 4158, PAGE 910, DEED RECORDS, EL PASO COUNTY, TEXAS.
5. CIMARRON CANYON DRIVE, HAVING A VARIED WIDTH RIGHT-OF-WAY, IS FROM THE PLAT OF CIMARRON CANYON UNIT ONE RECORDED IN CLERK'S FILE NO. 20180052184, PLAT RECORDS, EL PASO COUNTY, TEXAS.
6. CIMARRON CANYON UNIT TWO IS RECORDED IN CLERK'S FILE NO. 20220003865, PLAT RECORDS, EL PASO COUNTY, TEXAS.
7. THIS LINE IS DESCRIBED JANUARY 20, 2004, IN BOOK 4825, PAGE 1944, DEED RECORDS, EL PASO COUNTY, TEXAS (PARCEL 1).
8. THIS SURVEY WAS MADE WITHOUT BENEFIT OF A CURRENT TITLE REPORT AND MAY BE SUBJECT TO EASEMENTS OR OTHER RESTRICTIONS OF RECORD.
9. THIS LINE (DEED: N60°06'08"E) DESCRIBED DECEMBER 15, 2000, IN BOOK 3902, EXHIBIT A, PAGE 2012, DEED RECORDS, EL PASO COUNTY, TEXAS
ROBERT SEIPEL ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1845 NORTHWESTERN DR. SUITE C EL PASO, TX 79912 915-877-1928
STATE OF TEXAS
REGISTERED
MARK U. BALANSAY
6489
PROFESSIONAL
LAND SURVEYOR
A 4.232-ACRE PORTION OF TRACT 1B2, NELLIE D. MUNDY SURVEY 242, TRACT 62E2, W.H. GLENN SURVEY 241 AND TRACT 4G2, NELLIE D. MUNDY SURVEY 240, EL PASO, EL PASO COUNTY, TEXAS.
TEXAS REG. SURVEYING FIRM 10060500
DATE: 04-27-23
SCALE: 1" = 300'
DRAWN BY: MJB
CHK'D BY: MJB
FB: ~
FILE #: 22-0009D
REVISED:
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EXHIBIT "B"

Property description: A 0.194-acre portion of Tract 4G, Nellie D. Mundy Survey 240, El Paso, El Paso County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a 0.194-acre portion of Tract 4G, Nellie D. Mundy Survey 240, El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

COMMENCING at the most northerly corner of Lot 37, Block 1, Cimarron Canyon Unit One (Clerk's File No. 20180052184, Plat Records, El Paso County, Texas), said point being on the northerly boundary of Cimarron Canyon Unit One; Thence, South 76°27'11" West, along said boundary, a distance of 348.10 feet to the easterly boundary of that certain parcel of land described January 20, 2014, in Book 4825, Page 1944, Deed Records, El Paso County, Texas; Thence, North 13°32'48" West, along said boundary, a distance of 853.44 feet to the northerly boundary of that certain parcel of land described December 15, 2000, in Book 3902, Page 2012, Deed Records, El Paso County, Texas, for the **POINT OF BEGINNING** of this description;

THENCE, South 60°08'16" West (deed: South 60°06'08" West), along said boundary, a distance of 358.26 feet;

THENCE, North 40°25'25" East, a distance of 54.96 feet;

THENCE, North 62°04'57" East, a distance of 93.91 feet;

THENCE, North 48°53'58" East, a distance of 147.14 feet;

THENCE, North 82°38'32" East, a distance of 78.42 feet;

THENCE, South 13°32'48" East, a distance of 14.60 feet to the **POINT OF BEGINNING** of this description.

Said parcel of land contains 0.194 acres (8,429 square feet) of land more or less.

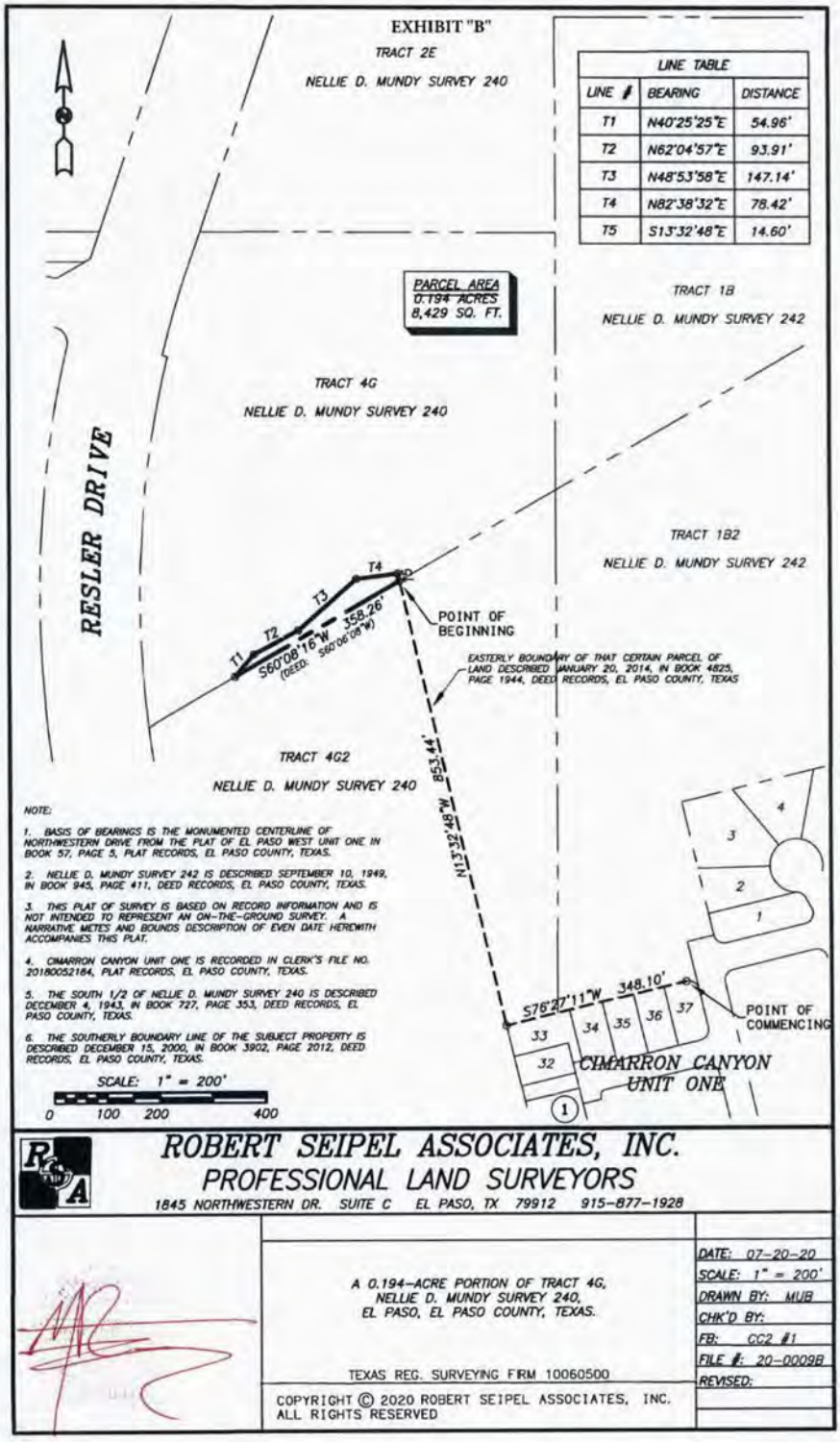
NOTE: A PLAT OF EVEN DATE HEREWITH ACCOMPANIES THIS DESCRIPTION. THIS DESCRIPTION IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY.

ROBERT SEIPEL ASSOCIATES, INC.
Professional Land Surveyors
Texas Reg. Surveying Firm 10060500

Mark U. Balansay, R.P.L.S.
President
Texas License No. 6489

Job Number 20-0009B
July 20, 2020

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EXHIBIT "B"
TRACT 2E
NELLIE D. MUNDY SURVEY 240
LINE TABLE
LINE # | BEARING | DISTANCE
T1 | N40°25'25"E | 54.96'
T2 | N62°04'57"E | 93.91'
T3 | N48°53'58"E | 147.14'
T4 | N82°38'32"E | 78.42'
T5 | S13°32'48"E | 14.60'
PARCEL AREA
0.194 ACRES
8,429 SQ. FT.
TRACT 1B
NELLIE D. MUNDY SURVEY 242
TRACT 4G
NELLIE D. MUNDY SURVEY 240
RESLER DRIVE
TRACT 1B2
NELLIE D. MUNDY SURVEY 242
T1
T2
T3
T4
S60°08'16"W
358.26'
(DEED: S60°06'08"W)
POINT OF BEGINNING
EASTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED JANUARY 20, 2014, IN BOOK 4825, PAGE 1944, DEED RECORDS, EL PASO COUNTY, TEXAS
TRACT 4G2
NELLIE D. MUNDY SURVEY 240
N13°32'48"W
853.44'
S76°27'11"W
348.10'
POINT OF COMMENCING
CIMARRON CANYON UNIT ONE
NOTE:
1. BASIS OF BEARINGS IS THE MONUMENTED CENTERLINE OF NORTHWESTERN DRIVE FROM THE PLAT OF EL PASO WEST UNIT ONE IN BOOK 57, PAGE 5, PLAT RECORDS, EL PASO COUNTY, TEXAS.
2. NELLIE D. MUNDY SURVEY 242 IS DESCRIBED SEPTEMBER 10, 1949, IN BOOK 945, PAGE 411, DEED RECORDS, EL PASO COUNTY, TEXAS.
3. THIS PLAT OF SURVEY IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY. A NARRATIVE METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS PLAT.
4. CIMARRON CANYON UNIT ONE IS RECORDED IN CLERK'S FILE NO. 20180052184, PLAT RECORDS, EL PASO COUNTY, TEXAS.
5. THE SOUTH 1/2 OF NELLIE D. MUNDY SURVEY 240 IS DESCRIBED DECEMBER 4, 1943, IN BOOK 727, PAGE 353, DEED RECORDS, EL PASO COUNTY, TEXAS.
6. THE SOUTHERLY BOUNDARY LINE OF THE SUBJECT PROPERTY IS DESCRIBED DECEMBER 15, 2000, IN BOOK 3902, PAGE 2012, DEED RECORDS, EL PASO COUNTY, TEXAS.
SCALE: 1" = 200'
0 100 200 400
ROBERT SEIPEL ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1845 NORTHWESTERN DR. SUITE C EL PASO, TX 79912 915-877-1928
A 0.194-ACRE PORTION OF TRACT 4G, NELLIE D. MUNDY SURVEY 240, EL PASO, EL PASO COUNTY, TEXAS.
TEXAS REG. SURVEYING FRM 10060500
DATE: 07-20-20
SCALE: 1" = 200'
DRAWN BY: MJB
CHK'D BY:
FB: CC2 #1
FILE #: 20-0009B
REVISED:
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ATTACHMENT 6

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL** of the request. The proposed rezoning is in character with the surrounding area and is in compliance with the G4, Suburban (Walkable) future land use map designation of *Plan El Paso*, the City's adopted Comprehensive Plan.

Planning and Inspections Department – Plan Review & Landscaping Division

No objections to proposed special permit. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development

Approved. No objections to rezoning and condition release.

Streets and Maintenance Department

Traffic & Transportation Engineering

Approve TIA report. No Objections to application

Contract Management Section:

No opposition to proposed Rezoning. (PZRZ25-00022).

Fire Department

No comments received.

Police Department

No comments received.

Environment Services

No comments received.

Sun Metro

No comments received.

Texas Gas

In reference to case PZRZ25-00022 and PZCR25-00004 (Resler - Cimmaron), Texas Gas Service does not have any comments.

El Paso Water

No comments received

Stormwater Engineering

1. Although ordinance No. 19554 does not explicitly contain language that refers to stormwater, the buffer could serve as a positive in practical ways such as soil infiltration, grade control, and as landscape to reduce the amount of developed stormwater runoff. This non-structural water management is encouraged by the municipal code, as stated in 19.19.010 Subparagraph A-5.

2. If the impact of reducing landscape is addressed by stormwater engineering methods that will have capacity to hold the developed runoff for a designed 100-year storm event, EPWU has no objections to the rezoning and release conditions.

El Paso County 911 District

The 9-1-1 District has no comments/concerns regarding this zoning

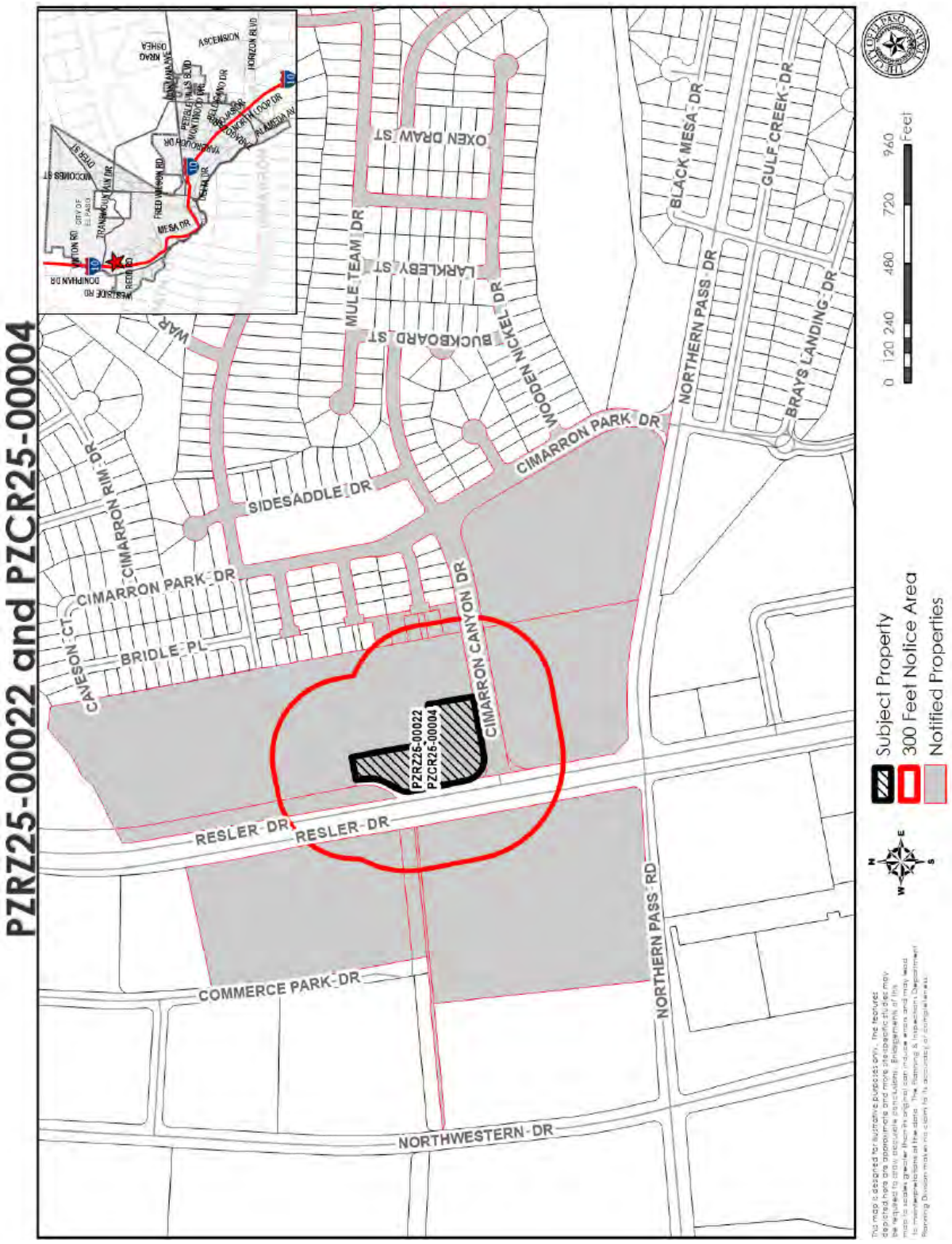
Texas Department of Transportation

No comments received.

El Paso County Water Improvement District #1

No comments received.

ATTACHMENT 7



ATTACHMENT 8

Zamora, Luis F.

From: Janet Reichardt <janetr6849@gmail.com>
Sent: Thursday, December 4, 2025 10:41 AM
To: Zamora, Luis F.
Subject: Alderete Middle School (PZR25-00022)

You don't often get email from janetr6849@gmail.com. Learn why this is important

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Mr. Zamora,

My name is Janet Reichardt and live on Bullwhip Crt right off Cimaron park and one block away from Cimarron Canyon. As a resident here in Cimarron I am opposed to the School being built so close to our neighborhood. Our neighborhood has only TWO VERY NARROW entrances and both are off extremely busy cross streets. This would cause considerate backup of vehicles trying to enter and exit our neighborhood. I invite you, the City Council and the School Board to come and watch the traffic at peak hours and see for yourselves what a danger this would be to school age children and buses. I witness this every morning as I and many others try to use the walking path that runs along Relser. Cars coming off Northern Pass onto Resler do not stop at the light which would not allow for traffic coming from Trans Mountain to cross over 3 lanes of traffic to turn onto Cimarron Canyon to enter the proposed drop off parking lot. Using Cimarron Canyon as the drop off would be a nightmare to ALL involved. Please reconsider this, I understand the need for another school but the location is terrible and very dangerous.

Thank You for your consideration regarding this matter.

Janet Reichardt

Zamora, Luis F.

From: Whitley Miles <sarjeah@gmail.com>
Sent: Thursday, December 18, 2025 12:46 PM
To: Ernie Ortiz; greveles@canutillo-isd.org; orico@canutillo-isd.org; Breanne Barnes; Acosta, Gladys; District #1; PMendoza@canutillo-isd.org; lborrego@canutillo-isd.org; czuniga@canutillo-isd.org; btrout@canutillo-isd.org; Peteraguilar@procedeogroup.com; ArmandoRodriguezTEXAS@gmail.com; rguilfoil@canutillo-isd.org; emeza@canutillo-isd.org; cpulley@canutillo-isd.org; dkerney@canutillo-isd.org; chernandez@canutillo-isd.org; pgalaviz@canutillo-isd.org; Zamora, Luis F.; Mayor; sermartinez@canutillo-isd.org; limaldonado@canutillo-isd.org; cortega@canutillo-isd.org
Subject: [External] - Community meeting request – Alderete Middle School (Cimarron Canyon / Resler)

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Good morning all,

I'm reaching out on behalf of neighbors in the Cimarron Canyon / Resler area regarding the proposed Alderete Middle School site, particularly concerns related to traffic flow, neighborhood access, and safety.

It is in everyone's best interest to hold a community meeting with CISD, the project team, and relevant City departments present so residents can better understand the plans, the process, and the traffic mitigation measures being considered.

Representative Alejandra Chavez has offered to help gather appropriate City officials to attend and has been copied here for coordination. A meeting of this nature, with clear notification to the surrounding neighborhood, supports transparency and constructive dialogue.

For context, there is an active community petition related to this project with nearly 200 signatures from residents in the surrounding area. The petition reflects the level of interest and concern within the neighborhood and underscores the importance of open communication. This has been merely based on hearsay and one community app that not all residents utilize. Therefore many do not know of this petition or were unable to sign due to addresses for new homes not being available.

A link to the petition is included below.

👇 Community petition: https://c.org/sSD97K56nx

****Given CISD's broader communication channels, it is also in the district's best interest to assist with community outreach for this meeting (for example, mailed notices, flyers, or other district-supported notification methods). Ensuring residents are adequately informed ahead of time helps avoid confusion or misinformation.****

Proposed timing: early January

Possible dates: Friday, January 9 (evening) or Saturday, January 10 (morning)

Proposed location: Cimarron Canyon Park (near the project site)

—We are flexible on timing and location, but would appreciate confirming something soon so residents have adequate notice.

At the meeting, residents are primarily hoping to understand:

- **How parent drop-off/pick-up and bus traffic will function without backing onto Resler or into the neighborhood**
- **How the plan accounts for Cimarron Canyon being the primary access point for hundreds of homes**
- **Safety considerations related to peak traffic hours and the adjacent trail**
- **What traffic mitigation measures have already been identified and what remains under review**
- **How residents can review the traffic study or key assumptions ahead of upcoming hearings**

Please let us know:

- **Whether CISD and the project team can participate**
- **Who the best CISD contact would be to help coordinate logistics and community outreach**

- Whether traffic study information can be shared in advance

Residents are not opposed to a school. The goal is a clear, transparent process and a plan that keeps the neighborhood safe and accessible.

Thank you for your time and consideration. I'm happy to help coordinate and look forward to your guidance on next steps.

Best regards,

Whitley Miles-Ray, CRNA

Zamora, Luis F.

From: Tamina Brighton <tamina.brighton@hotmail.com>
Sent: Saturday, January 17, 2026 5:04 PM
To: Zamora, Luis F.
Subject: [External] - New Alderete Middle School Concern - Basketball Courts

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Dear Mr. Zamora,

I am a resident of Cimarron Canyon who lives directly in front of the planned basketball courts (as it appears on viewed plans). I am concerned that basketball courts being used after hours and on weekends will create a noise nuisance and negatively impact the peaceful environment. Please consider moving the basketball courts further away from our backyards on Bullwhip Court and closer to the Resler side of the campus.

Sincerely,

Tamina Brighton
7520 Bullwhip Ct
El Paso, TX 79911

Zamora, Luis F.

From: Bobby Jones <bobby.jones07@gmail.com>
Sent: Friday, December 5, 2025 9:17 AM
To: Zamora, Luis F.
Subject: Resident Concerns Regarding Rezoning Case PZRZ25-00022 & School Traffic Plan

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Dear Mr. Zamora,

My name is Bobby Jones, and I am a resident of Cimarron Canyon. I am writing regarding the rezoning case PZRZ25-00022 and the proposed plans for the new middle school adjacent to our neighborhood.

While I understand that the school district owns the land, I am respectfully requesting that the concerns of impacted residents be fully considered before final approvals are granted.

Primary Concerns:

1. Traffic Flow & Safety Risks
The current plan appears to route significant school traffic toward Cimarron Canyon Drive, a narrow road that already experiences congestion during peak hours.
This presents major safety risks for:
- Children walking or biking in the area
- Families entering/exiting the neighborhood
- Trail users along the Cimarron Canyon trail system

We urge the City and CISD to explore alternative traffic flow options, such as directing school ingress/egress onto Resler or Northern Pass, where roads are safer and built for higher volumes.

2. Neighborhood Impact
Turning Cimarron Canyon into a primary entrance would funnel hundreds of vehicles daily into a residential area not designed for that load. Residents are deeply concerned about noise, safety, and livability changes that have not been addressed.

3. Request for Design Review Before Final Approval
Given that the project is not yet fully approved by City Council, we ask for:
- A review of the traffic plan
- Consideration of safer alternatives
- Inclusion of neighborhood feedback in final design adjustments

Residents are not opposed to the school itself — we simply want a safe and reasonable traffic plan that does not put our families at risk.

Thank you for your time and for considering the concerns of the Cimarron Canyon community. We appreciate your openness and your willingness to ensure resident voices are heard in this process.

Respectfully,
Bobby Jones
7364 Mule Team
Cimarron Canyon, El Paso TX 79911

--
Bobby Jones
512 665 1819
Bobby.jones07@gmail.com

Zamora, Luis F.

From: Luis Ojeda <luisojeda@live.com>
Sent: Wednesday, December 10, 2025 8:09 PM
To: Zamora, Luis F.
Cc: District #1; Peteraguilar@procedeogroup.com; sermartinez@canutillo-isd.org; brbarnes@canutillo-isd.org; lborrego@canutillo-isd.org; cortega@canutillo-isd.org; ArmandoRodriguezTEXAS@gmail.com; limaldonado@canutillo-isd.org; czuniga@canutillo-isd.org
Subject: [External]Resident Concerns Regarding Rezoning Case PZRZ25-00022 & School Traffic Plan

You don't often get email from luisojeda@live.com. Learn why this is important

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Subject: Resident Concerns Regarding Rezoning Case PZRZ25-00022 & School Traffic Plan

To: ZamoraLF@elpasotexas.gov

CC: Canutillo ISD School Board, City Planning Division, District 1 Representative Alejandra Chavez

Dear Mr. Zamora,

My name is Luis A. Ojeda, and I am a resident of Cimarron Canyon. I am writing regarding rezoning case PZRZ25-00022 and the proposed plans for the new middle school adjacent to our neighborhood.

While I understand that the school district owns the land, I am respectfully requesting that the concerns of impacted residents be fully considered before final approvals are granted.

Primary Concerns:

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The current plan appears to route significant school traffic toward Cimarron Canyon Drive, a narrow road that already experiences congestion during peak hours.

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3. Request for Design Review Before Final Approval

Given that the project is not yet fully approved by City Council, we ask for:

- A review of the traffic plan
- Consideration of safer alternatives
- Inclusion of neighborhood feedback in final design adjustments

Residents are not opposed to the school itself — we simply want a safe and reasonable traffic plan that does not put our families at risk.

Thank you for your time and for considering the concerns of the Cimarron Canyon community. We appreciate your openness and your willingness to ensure resident voices are heard in this process.

Respectfully,

Luis A. Ojeda
1823 Cimarron Park Dr.
Cimarron Canyon, El Paso TX 79911

Bernadette Herrera-Martinez

7386 Sidewinder Bend Dr

El Paso, TX 79911

915-920-9114

Member, Cimarron Owners Association

Date: 12/03/2025

RE: Opposition to Rezoning Request PZRZ25-00022 and Zoning Condition Release PZCR25-00004

Property East of Resler Dr. and North of Cimarron Canyon Dr.

From C-3 (Commercial) to R-3A (Residential) – Proposed School Development

To the City Plan Commission and Honorable Members of the El Paso City Council,

I am writing as a homeowner and member of the Cimarron Owners Association to express my strong opposition to the proposed rezoning (PZRZ25-00022) and zoning condition release (PZCR25-00004) requested by Canutillo Independent School District for the construction of a school at the site north of Cimarron Canyon Dr. and east of Resler Dr.

1. Significant Traffic Impacts and Limited Neighborhood Access

The Cimarron community has very limited access points, and traffic congestion is already a concern. A school will significantly increase daily traffic—including buses, staff vehicles, and parent pickup/drop-off flow—resulting in unsafe roadway conditions for residents, delays entering or exiting the community, and higher risks to pedestrians and cyclists.

2. Increased Risk of Vandalism and Damage to Walking/Biking Trails

The proposed site sits directly next to our community's walking and biking paths. A school may lead to vandalism, litter, trail damage, and disruption of our quiet recreational areas.

3. Negative Impact on Property Values

Schools adjacent to residential areas often lead to congestion, noise, overflow parking, and increased public activity—factors that can reduce surrounding property values.

4. Environmental and Wildlife Concerns

The construction would significantly disrupt natural desert landscape and wildlife habitat, increase noise and light pollution, and cause soil disturbance and stormwater runoff impacts.

5. Emergency Access and Safety Risks

A school located at the primary entry point to our community risks delaying police, fire, or medical response during emergencies due to increased roadway congestion.

Request:

For these reasons, I respectfully urge the City Plan Commission and the City Council to deny rezoning application PZRZ25-00022 and zoning condition release PZCR25-00004.

Thank you for your time and thoughtful consideration.

Sincerely,

Bernadette Herrera-Martinez

Cimarron Owners Association Member

7386 Sidewinder Bend Dr

El Paso, TX 79911

915-920-9114

Zamora, Luis F.

From: Oscar Ortiz <oscarortizc@gmail.com>
Sent: Saturday, January 10, 2026 3:21 PM
To: Zamora, Luis F.
Subject: [External] - Concern about Alderete School Traffic

You don't often get email from oscarortizc@gmail.com. Learn why this is important

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Peter Aguilar - CISD Design Manager

Luis Zamora - Planning & inspections

Alejandra Chavez - District 1 Representative

Dear all:

I am a resident of the Cimarron Canyon area and I'm writing to express my support for the concerns raised regarding the proposed school traffic plan along Cimarron Canyon Drive.

I fully support the construction of the new school and recognize the value it brings to our community. However, the current traffic proposal raises serious safety and access concerns that I believe deserve further evaluation before implementation.

Cimarron Canyon Drive is one of only two entrances serving a large and growing subdivision. Routing school traffic—particularly during peak morning and afternoon hours—onto this road will significantly increase congestion and creates real risks for:

- Children walking or biking to school
- Residents entering and exiting the neighborhood
- Runners, cyclists, and trail users
- Emergency vehicle access and response times

These concerns are not hypothetical; they reflect daily traffic patterns that residents already experience.

I respectfully request that CISD and the City:

- Revisit the traffic plan to avoid routing school traffic through Cimarron Canyon Drive
- Evaluate redirecting traffic to Resler Drive or Northern Pass
- Seriously consider adding a third subdivision access point
- Share transparent traffic studies and hold a community meeting so residents can better understand the analysis and provide input

A school should strengthen a neighborhood, not compromise safety or access for the families who live there. I appreciate your attention to this matter and hope we can work collaboratively toward a safer solution for everyone involved.

Thank you for your time and consideration.

Sincerely,

Oscar Ortiz

7374 Sidewinder Bnd, El Paso, TX 79911

Zamora, Luis F.

From:	Tamina Brighton <tamina.brighton@hotmail.com>
Sent:	Sunday, February 8, 2026 8:58 AM
To:	Zamora, Luis F.; brbarnes@canutillo-isd.org; phil.wrobel@huntcompanies.com
Subject:	[External] - Opportunity for New Alderete MS
Attachments:	IMG_3983.jpeg; Available property next to new Alderete MS.pdf; IMG_3984.jpeg

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To All Concerned:

In order to expedite, I will keep this short:

There is escalating upset (re: Cimarron Canyon residents) about new Alderete MS traffic design. To date, a petition has 323 signatures against current traffic designs.

Opportunity: Vacant land for sale next to the school site (see attached). School traffic and parking could be designed for this site with entrances and exits on Northern Pass and Resler Dr.

This should alleviate concerns about the current design and reduce risk of continued escalating upset, leading to further actions by the community. Polling residents would help here.

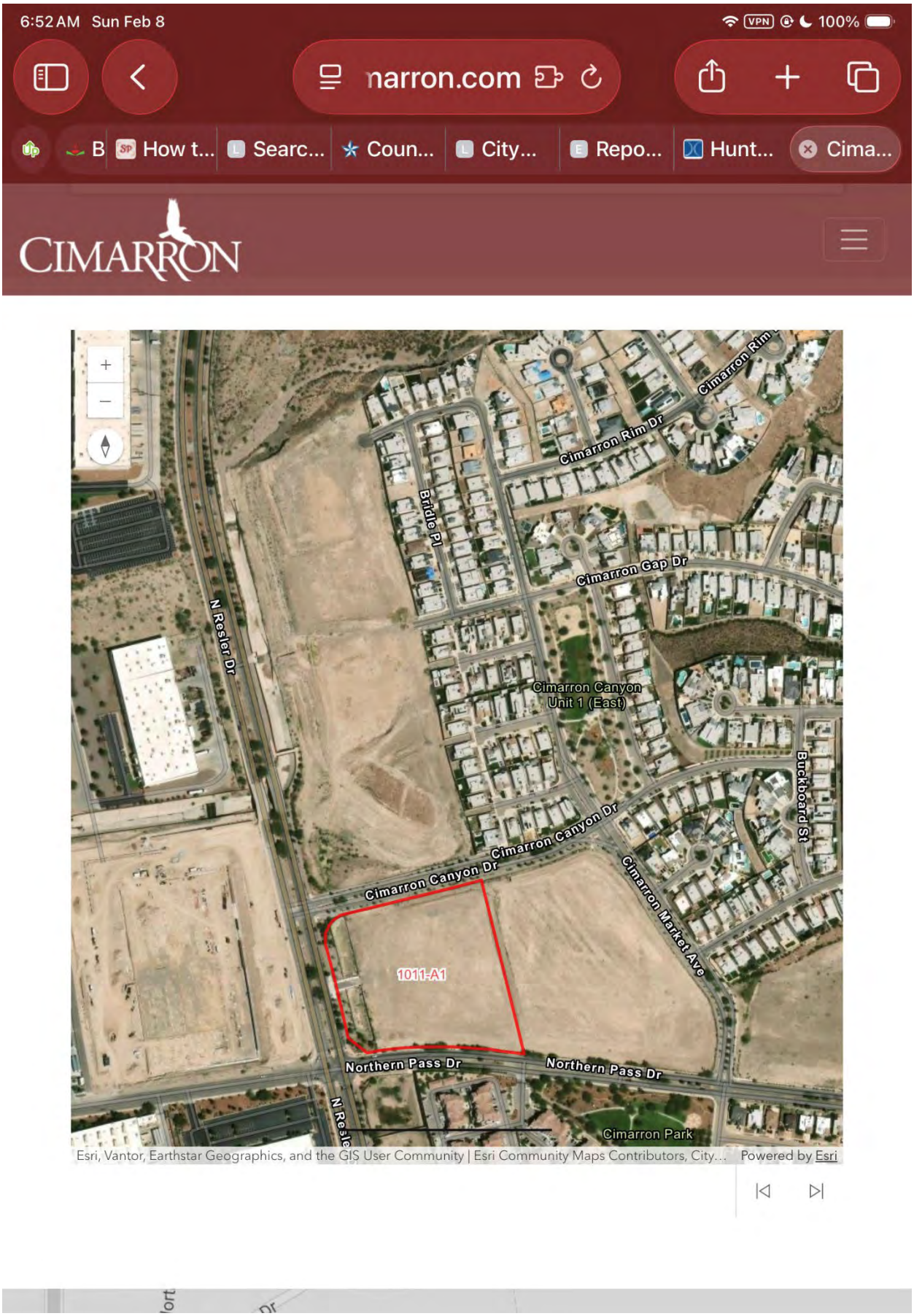
Challenge: Funding. Here we look to negotiations and charitable contributions. I am optimistic that the vacant land owner (Hunt Communities) and Canutillo ISD can reach an agreement on the land purchase to make this a reality.

Would it not be a triumph to begin our school-community relationship in a spirit of mutual support and respect?

Please reach out to each other. Open a dialogue about this idea.

Respectfully,

Tamina Brighton, Taxpayer, Cimarron Community Resident
7520 Bullwhip Ct
El Paso, TX 79911


6:52 AM Sun Feb 8
100%
narron.com
How t...
Searc...
Coun...
City...
Repo...
Hunt...
Cima...
CIMARRON
Cimarron Rim Dr
Bridle Pl
Cimarron Gap Dr
N Resler Dr
Cimarron Canyon Unit 1 (East)
Buckboard St
Cimarron Canyon Dr
Cimarron Market Ave
1011-A1
Northern Pass Dr
Cimarron Park
Esri, Vantor, Earthstar Geographics, and the GIS User Community | Esri Community Maps Contributors, City... Powered by Esri



COMMERCIAL PROPERTY

7.405 ACRES

SELL/GROUND LEASE: BOTH

PARCEL # 1011-A1 **PLATTED:** YES



LOCATION DESCRIPTION:

Village at Cimarron

Northeast corner of Resler Drive and Northern Pass Drive

Site surrounded by Resler Drive, Northern Pass Drive and Cimarron Canyon Drive – Adjacent Eastside is Multi-Family Site

CONTACT US

PHIL.WROBEL@HUNTCOMPANIES.COM

WWW.LIVEATCIMARRON.COM

CIMARRON

CIMARRON



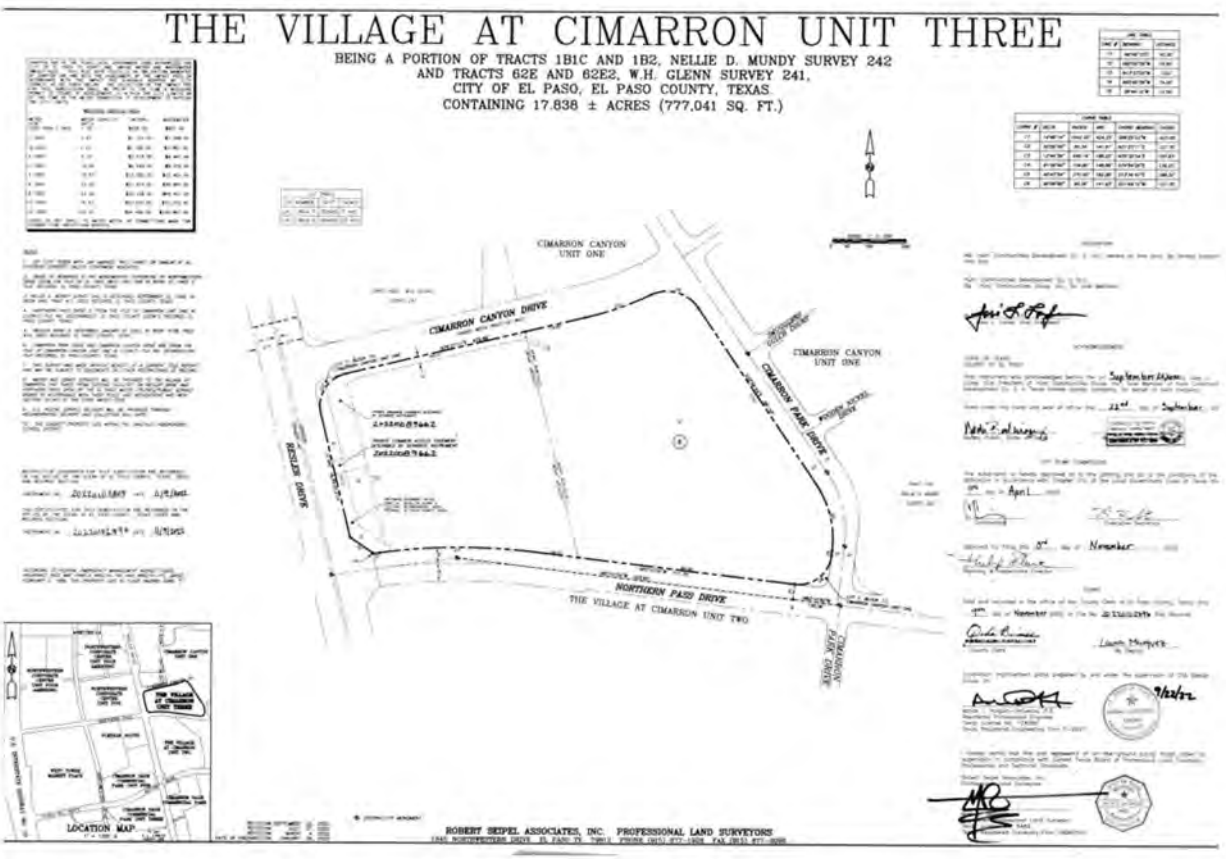
Locations

- El Paso Airport: 19 miles
- Fort Bliss: 18 miles
- Paso Del Norte: 13 miles
- Stanton Lerdo: 13 miles
- Ysleta-Zaragoza: 29 miles
- Bridge of the Americas: 19 miles

Demographics

- Population: 884,432
- Population Growth Rate: 5.5%
- GDP: $46.8 Billion
- Median Income: $58,734
- Average Home Price: $331,400

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THE VILLAGE AT CIMARRON UNIT THREE
BEING A PORTION OF TRACTS 1B1C AND 1B2, NELLIE D. MUNDY SURVEY 242
AND TRACTS 62E AND 62E2, W.H. GLENN SURVEY 241,
CITY OF EL PASO, EL PASO COUNTY, TEXAS.
CONTAINING 17.838 ± ACRES (777,041 SQ. FT.)
CIMARRON CANYON UNIT ONE
CIMARRON CANYON DRIVE
CIMARRON PASS DRIVE
RESLER DRIVE
NORTHERN PASS DRIVE
THE VILLAGE AT CIMARRON UNIT TWO
CIMARRON CANYON UNIT ONE
LOCATION MAP
ROBERT SKIPEL ASSOCIATES, INC. PROFESSIONAL LAND SURVEYORS

Protect Cimarron Canyon: request safe traffic planning for new Alderete middle school



323
Verified signatures

Let's get to 500 signatures!

Petitions with 1,000+ supporters are 5x more likely to win!

Support now

Take the next step!

Recent signers:

Justin M. • 1 week ago | Eric R. • 2 weeks ago | Nicole R. • 2 weeks ago

Decision Makers: Deanna Maldonado-Rocha +18

6 Supporter Voices

9 Updates

The Issue

Why We Are Concerned

🚗 Unsafe Traffic Flow

The current proposed entrance routes heavy school traffic into Cimarron Canyon Drive, a residential street not designed

File #: 26-0344, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

An Ordinance releasing all conditions placed on property by Ordinance No. 15672, amended by Ordinance No. 19555, and by Ordinance No. 19554, which changed the zoning of a portion of Tract 62-E-2, W H Glenn Surv 241 Abst 8425 and a portion of Tract 4-G-2-B-1, Nellie D Mundy Surv #240, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Planning and Inspections

AGENDA DATE: 3/17/26

PUBLIC HEARING DATE: 4/1/26

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

2nd CONTACT PERSON NAME: Luis Zamora **PHONE NUMBER:** (915) 212-1552

DISTRICT(S) AFFECTED: 1

AGENDA ITEM:

An Ordinance releasing all conditions placed on property by Ordinance No. 15672, amended by Ordinance No. 19555, and by Ordinance No. 19554, which changed the zoning of a portion of Tract 62-E-2, W H Glenn Surv 241 Abst 8425 and a portion of Tract 4-G-2-B-1, Nellie D Mundy Surv #240, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

ISSUE STATEMENT:

The applicant proposes to release all conditions imposed on a portion of the property located east of Resler Drive and north of Cimarron Canyon Drive to allow for the proposed Alderete Middle School development. The request is being reviewed in accordance with El Paso City Code Title 20 - Zoning and Plan El Paso, the City's Comprehensive Plan.

BACKGROUND:

The applicant is requesting to release all imposed conditions on the subject property and allow the proposed use of middle school. The proposed condition release request meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

As of March 3, 2026, the Planning Division has received one (1) call of inquiry, one (1) email in support, and six (6) calls, two (2) emails, and one (1) letter in opposition in opposition to the rezoning and condition release request. The reasoning for the opposition is increased traffic, limited access, safety concerns with the proposed development, and request for the applicant to include residents in the plans for the development.

COUNCIL OPTIONS:

Approve - (Staff and CPC recommendation)
Approve with Conditions
Deny

COMMITTEE REVIEW AND/OR RECOMMENDATION:

City Plan Commission recommended 6-0 to approve the proposed rezoning on December 4, 2025.

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

Public notices were sent to all property owners within 300 feet of the subject property. The applicant along with City Representative Alejandra Chavez and City Staff met with residents on January 24, 2026.

RELATED CITY POLICIES:

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

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

See attached.

NAME	AMOUNT ($)

ATTACHMENTS:

A. Ordinance
B. Staff Report
C. Contribution Form

FOR MORE INFORMATION:

Luis Zamora, Chief Planner (915) 212-1552 ZamoraLF@elpasotexas.gov

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

SIGNATURE: Philip Etiwe

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

ORDINANCE NO. _____

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

WHEREAS, the zoning of the property described as *A PORTION OF TRACT 62-E-2, W H GLENN SURV 241 ABST 8425 AND A PORTION OF TRACT 4-G-2-B-1, NELLIE D MUNDY SURV#240, City of El Paso, El Paso County, Texas,* was changed by Ordinance No. 15672, approved by City Council on JANUARY 20, 2004, AMENDED BY ORDINANCE NO. 19555 APPROVED BY CITY COUNCIL ON NOVEMBER 7, 2003, AND CHANGED BY ORDINANCE NO. 19554 APPROVED BY CITY COUNCIL ON NOVEMBER 7, 2023; and,

WHEREAS, the rezoning was subject to certain zoning conditions, and

WHEREAS, placement of such conditions were necessitated by and attributable to the increased intensity of use generated by the change of zoning; and,

WHEREAS, the owner (applicant) submitted an application requesting the removal all of the conditions because these conditions have been satisfied or are current requirement of the City Code; and,

WHEREAS, a public hearing regarding removal of the conditions was held before the City Plan Commission, and the Commission recommended approval of the release of all conditions; and,

WHEREAS, the City Council of the City of El Paso has determined that the release of certain conditions will protect the best interest, health, safety, and welfare of the public in general.

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

That all of the zoning conditions imposed by Ordinance No. *15672* approved by City Council on *JANUARY 20, 2004, AMENDED BY ORDINANCE NO. 19555 APPROVED BY CITY COUNCIL ON NOVEMBER 7, 2023,* and conditions imposed by Ordinance No. *19554* approved by City Council on *NOVEMBER 7, 2023,* on the portion of land identified in Exhibit "A" be released because the conditions have been satisfied and are no longer necessary, or are current requirements of the City Code.

Conditions as follows:

ORDINANCE NO. 19555: THE PORTION OF PARCEL 1 THAT WILL REMAIN COMMERCIAL ZONED SHALL PROVIDE A TEN-FOOT (10') LANDSCAPED BUFFER WITH HIGH-PROFILE NATIVE OR NATURALIZED TREES OF AT LEAST TWO-INCH (2") CALIPER AND TEN FEET (10') IN HEIGHT SHALL BE PLACED AT TWENTY FEET (20') ON CENTER ALONG THE PROPERTY LINES ADJACENT TO RESIDENTIAL ZONE DISTRICTS OR USES. THE LANDSCAPED BUFFER SHALL BE IRRIGATED AND MAINTAINED BY THE PROPERTY OWNER AT ALL TIMES AND SHALL BE INSTALLED PRIOR TO THE ISSUANCE OF ANY CERTIFICATES OF OCCUPANCY OR CERTIFICATES OF COMPLETION. NO LANDSCAPE BUFFER SHALL BE REQUIRED WHERE ADJACENT TO STORMWATER PONDING OR OPEN SPACE AREAS.

ORDINANCE NO. 19554: THAT A TEN-FOOT (10') LANDSCAPED BUFFER WITH HIGH-PROFILE NATIVE OR NATURALIZED TREES OF AT LEAST TWO INCH (2") CALIPER AND TEN FEET (10') IN HEIGH SHALL BE PLACED AT TWENTY FEET (20') ON CENTER ALONG THE PROPERTY LINES ADJACENT TO RESIDENTIAL ZONE DISTRICTS OR USES. THE LANDSCAPED BUFFER SHALL BE IRRIGATED AND MAINTAINES BY THE PROPERTY OWNER AT ALL TIMES AND SJALL BE INSTALLED PRIOR TO THE ISSUANCE OF ANY CERTIFICATES OF OCCUPANCY OR CERTIFICATES OF COMPLETION. NO LANDSCAPE BUFFER SHALL BE REQUIRED WHERE ADJACENT TO STORMWATER PONDING OR OPEN SPACE AREAS.

ADOPTED this _____ day of _____, 2026.

THE CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

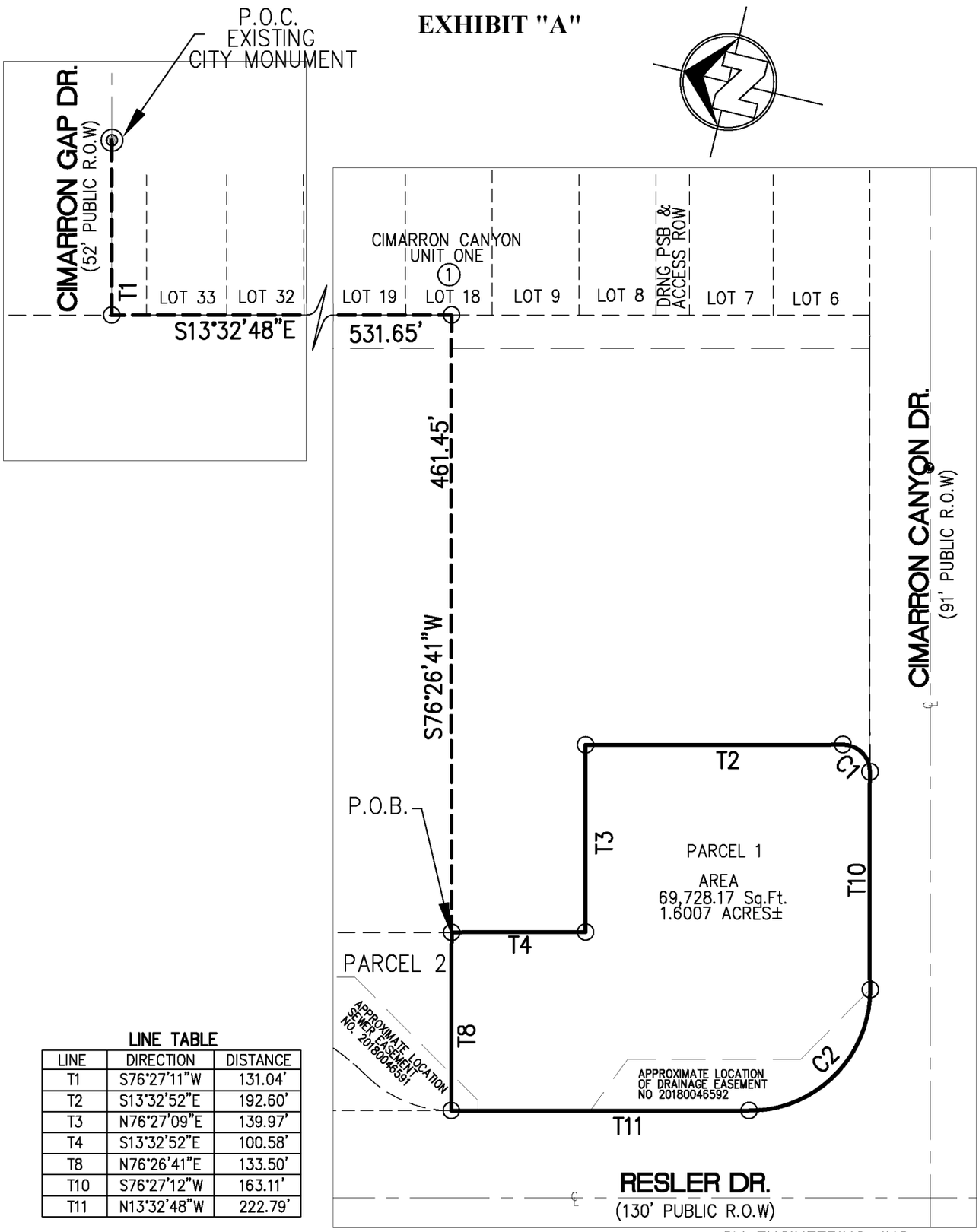
Russell T. Abeln
Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
Phillip Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____ **PZCR25-00004**

EXHIBIT "A"



LINE TABLE

LINE	DIRECTION	DISTANCE
T1	S76°27'11"W	131.04'
T2	S13°32'52"E	192.60'
T3	N76°27'09"E	139.97'
T4	S13°32'52"E	100.58'
T8	N76°26'41"E	133.50'
T10	S76°27'12"W	163.11'
T11	N13°32'48"W	222.79'

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	20.00'	31.42'	28.29'	S31°27'10"W	90°00'04"
C2	90.37'	141.95'	127.80'	N58°32'48"W	90°00'05"

SLI ENGINEERING, INC.
Reg. No. F-1902
SURVEYING
Reg. No. 100120-00

STATE OF TEXAS
REGISTERED
GUILLERMO LICON
2998
PROFESSIONAL
LAND SURVEYOR

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PLAT OF SURVEY

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CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
6600 WESTWIND DRIVE
EL PASO, TEXAS
(915) 584-4457

SLI ENGINEERING, INC.

JOB # 06-25-5269
DRAWN BY: CV CK BY: GH/ET
DATE: 12/18/2025 SCALE: 1"=100'

PARCEL 1
LEGAL DESCRIPTION

PORTION OF TRACT 62-E-2, W H GLENN SURVEY 241 ABST 8425

CITY OF EL PASO, EL PASO COUNTY, TEXAS.

PLAT REFERENCE
VOLUME x PAGE xx

I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND IMPROVEMENT SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998
DATE: 12-22-2025

F:\PROJECTS\CANUTILLO CIMARRON SCHOOL\ZONING\PLAT OF SURVEY 1.dwg, 12/18/2025 5:01:50 PM

PARCEL 1
METES AND BOUNDS DESCRIPTION

Being a portion of Tract 62–E–2, W H GLENN SURV 241 ABST 8425 , El Paso, El paso County, Texas and as described by metes and bounds as follows:

Commencing at a found city monument located at the centerline of Cimarron Gap Drive; Thence South 76°27'11" West, along said centerline, a distance of 131.04 feet to a point lying on the common boundary line of Block 1, CIMARRON CANYON UNIT ONE; Thence, South 13°32'48" East, along said boundary line, a distance of 531.65 feet to a point; Thence South 76°26'41" West, a distance of 461.45 to a point being the northeast corner of the parcel being described, with Northing =360898.65 and Easting =10706320.02 as coordinates, and being considered as the "TRUE POINT OF BEGINNING" of this metes and bounds.

THENCE, South 13°32'52" East, a distance of 100.58 feet to a point for a boundary corner;
THENCE, North 76°27'09" East, a distance of 139.97 feet to a point for a boundary corner;
THENCE, South 13°32'52" East, a distance of 192.60 feet to the beginning of a curve;
Said curve turning to the right through an angle of 90°00'04", having a radius of 20.00 feet, and whose long chord bears South 31°27'10" West, a distance of 28.29 feet to a point of intersection with a non–tangential line;
THENCE, South 76°27'12" West; a distance of 163.11 feet to the beginning of a curve;
Said curve turning to the right through an angle of 90°00'05", having a radius of 90.37 feet, and whose long chord bears North 58°32'48" West, a distance of 127.80 feet;
THENCE, North 13°32'48" West, a distance of 222.79 feet to a point for a boundary corner;
THENCE North 76°26'41" East, a distance of 133.50 feet back to the "TRUE POINT OF BEGINNING" of this description.

Said parcel of land containing 69,728.17 Square Feet (1.6007 Acres) of land, more or less.

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Reg. No. F–1902
SURVEYING
Reg. No. 100120–00

STATE OF TEXAS
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2998
PROFESSIONAL
LAND SURVEYOR

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CERTIFICATION
I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND IMPROVEMENT SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998
DATE: 12-22-2025

METES AND BOUNDS

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SLI ENGINEERING, INC.

JOB # 06–25–5269
DRAWN BY: CV CK BY: GH/ET
DATE: 12/18/2025 SCALE: 1"=100'

PARCEL 1
LEGAL DESCRIPTION

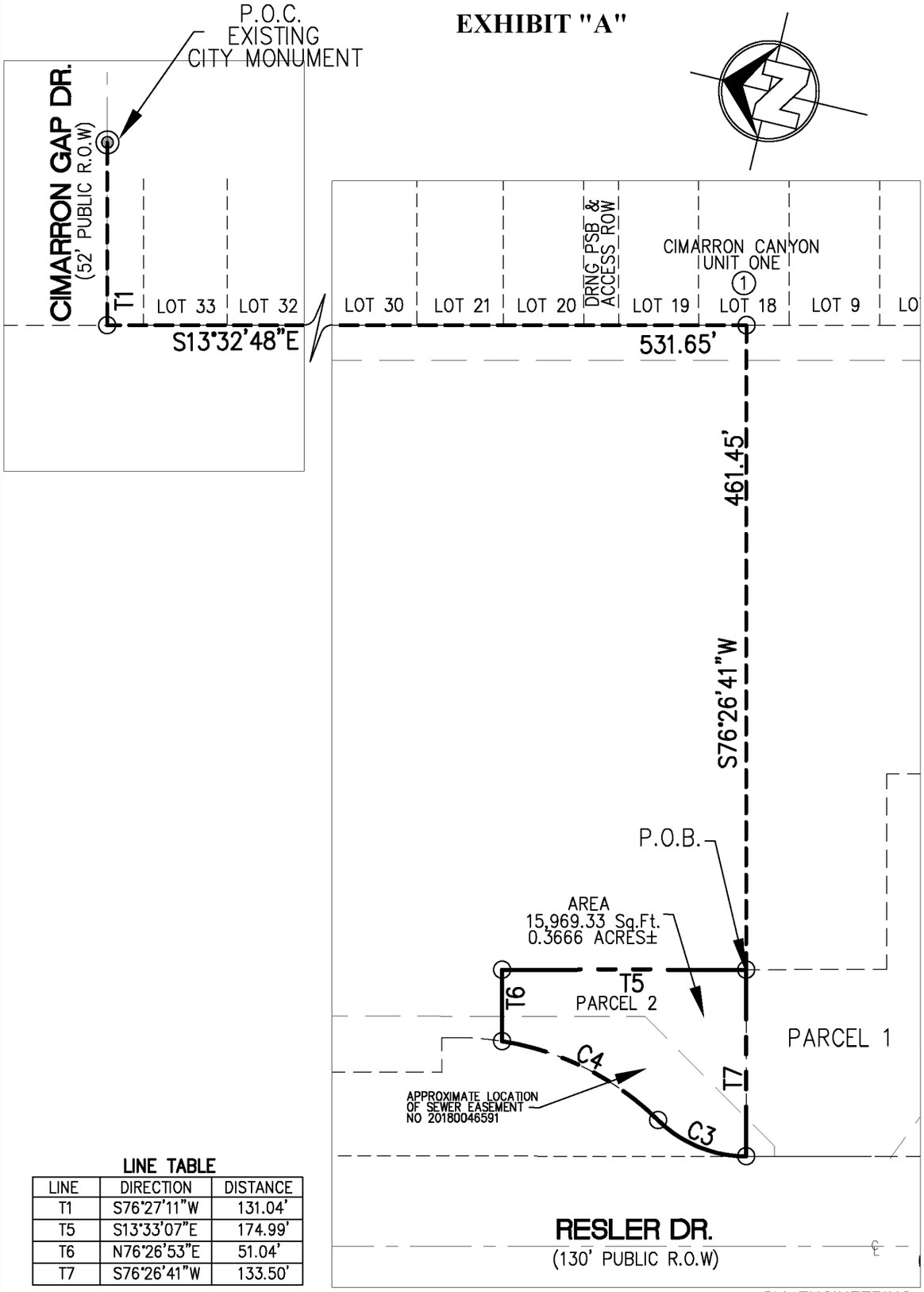
PORTION OF TRACT 62–E–2, W H GLENN SURVEY 241 ABST 8425

CITY OF EL PASO, EL PASO COUNTY, TEXAS.

PLAT REFERENCE
VOLUME x PAGE xx

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EXHIBIT "A"



LINE TABLE

LINE	DIRECTION	DISTANCE
T1	S76°27'11"W	131.04'
T5	S13°33'07"E	174.99'
T6	N76°26'53"E	51.04'
T7	S76°26'41"W	133.50'

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C3	90.00'	70.08'	68.32'	N08°45'30"E	44°36'44"
C4	205.00'	127.30'	125.27'	N13°16'21"E	35°34'49"

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Reg. No. F-1902
SURVEYING
Reg. No. 100120-00

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STATE OF TEXAS
REGISTERED
GUILLERMO LICON
2998
PROFESSIONAL
LAND SURVEYOR

PLAT OF SURVEY

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LAND PLANNERS
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EL PASO, TEXAS
(915) 584-4457
SLI ENGINEERING, INC.

JOB # 06-25-5269
DRAWN BY: CV CK BY: GH/ET
DATE: 12/18/2025 SCALE: 1"=100'

PARCEL 2
LEGAL DESCRIPTION

PORTION OF TRACT 4-G-2-B-1,
NELLIE D MUNDY SURV #240
CITY OF EL PASO, EL PASO COUNTY, TEXAS.

PLAT REFERENCE
VOLUME x PAGE xx

I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND IMPROVEMENT SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998

DATE: 12-22-2025

F:\PROJECTS\CANUTILLO CIMARRON SCHOOL\ZONING\PLAT OF SURVEY 1.dwg, 12/18/2025 5:04:18 PM

PARCEL 2
METES AND BOUNDS DESCRIPTION

Being a portion of Tract 4-G-2-B-1, NELLIE D MUNDY SURV #240 El Paso, El paso County, Texas and as described by metes and bounds as follows:

Commencing at a found city monument located at the centerline of Cimarron Gap Drive; Thence South 76°27'11" West, along said centerline, a distance of 131.04 feet to a point lying on the common boundary line of Block 1, CIMARRON CANYON UNIT ONE; Thence, South 13°32'48" East, along said boundary line, a distance of 531.65 feet to a point; Thence South 76°26'41" West, a distance of 461.45 to a point being the northeast corner of the parcel being described, with Northing =360898.65 and Easting =10706320.02 as coordinates, and being considered as the "TRUE POINT OF BEGINNING" of this metes and bounds.

THENCE bearing South 76°26'41" West, a distance of 133.50 feet to a point for a boundary corner;
THENCE along a curve to the RIGHT, having a radius of 90.00 feet, a delta angle of 44°36'44", and whose long chord bears North 08°45'30" East, a distance of 68.32 feet ;
THENCE along a curve to the LEFT, having a radius of 205.00 feet, a delta angle of 35°34'49", and whose long chord bears North 13°16'21" East, a distance of 125.27 feet ;
THENCE bearing North 76°26'53" East, a distance of 51.04 feet to a point for a boundary corner;
THENCE bearing South 13°33'07" East, a distance of 174.99 feet back to the "TRUE POINT OF BEGINNING" of this description.

Said parcel of land containing 15,969.33 Square Feet (0.3666 Acres) of land, more or less.

SLI ENGINEERING, INC.
Reg. No. F-1902
SURVEYING
Rea. No. 100120-00

STATE OF TEXAS
REGISTERED
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METES AND BOUNDS

CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
6600 WESTWIND DRIVE
EL PASO, TEXAS
(915) 584-4457
SLI ENGINEERING, INC.

JOB # 06-25-5269
DRAWN BY: CV CK BY: GH/ET
DATE: 12/18/2025 SCALE: 1"=100'

PARCEL 2
LEGAL DESCRIPTION

PORTION OF TRACT 4-G-2-B-1,
NELLIE D MUNDY SURV #240
CITY OF EL PASO, EL PASO COUNTY, TEXAS.

PLAT REFERENCE
VOLUME x PAGE xx

I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND IMPROVEMENT SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998

DATE: 12-22-2025

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Resler and Cimarron Canyon

City Plan Commission — December 4, 2025 ***REVISED February 8, 2026***

CASE NUMBER:	**PZCR25-00004**
CASE MANAGER:	Luis Zamora, (915) 212-1552, ZamoraLF@elpasotexas.gov
PROPERTY OWNER:	Canutillo Independent School District
REPRESENTATIVE:	Nancy Hayes, CSA Design Group
LOCATION:	East of Resler Dr. and North of Cimarron Canyon Dr. (District 1)
PROPERTY AREA:	1.97 acres
REQUEST:	Release all conditions imposed by Ordinance No. 15672, Ordinance No. 19554, and Ordinance No. 19555
RELATED APPLICATIONS:	PZRZ25-00022 (Rezoning)
PUBLIC INPUT:	One (1) call of inquiry, one (1) email in support, and six (6) calls, two (2) emails, and one (1) letter in opposition received as of February 8, 2026

SUMMARY OF REQUEST: The applicant requests to release all conditions imposed by Ordinance No. 15672, Ordinance No. 19554, and Ordinance No. 19555 for proposed development of a school.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the request subject to approval of the concurrent rezoning request. The conditions being released are no longer applicable and not necessary. The proposed development complies with the G4, Suburban (Walkable) future land use map designation of *Plan El Paso*, the City's adopted Comprehensive Plan.

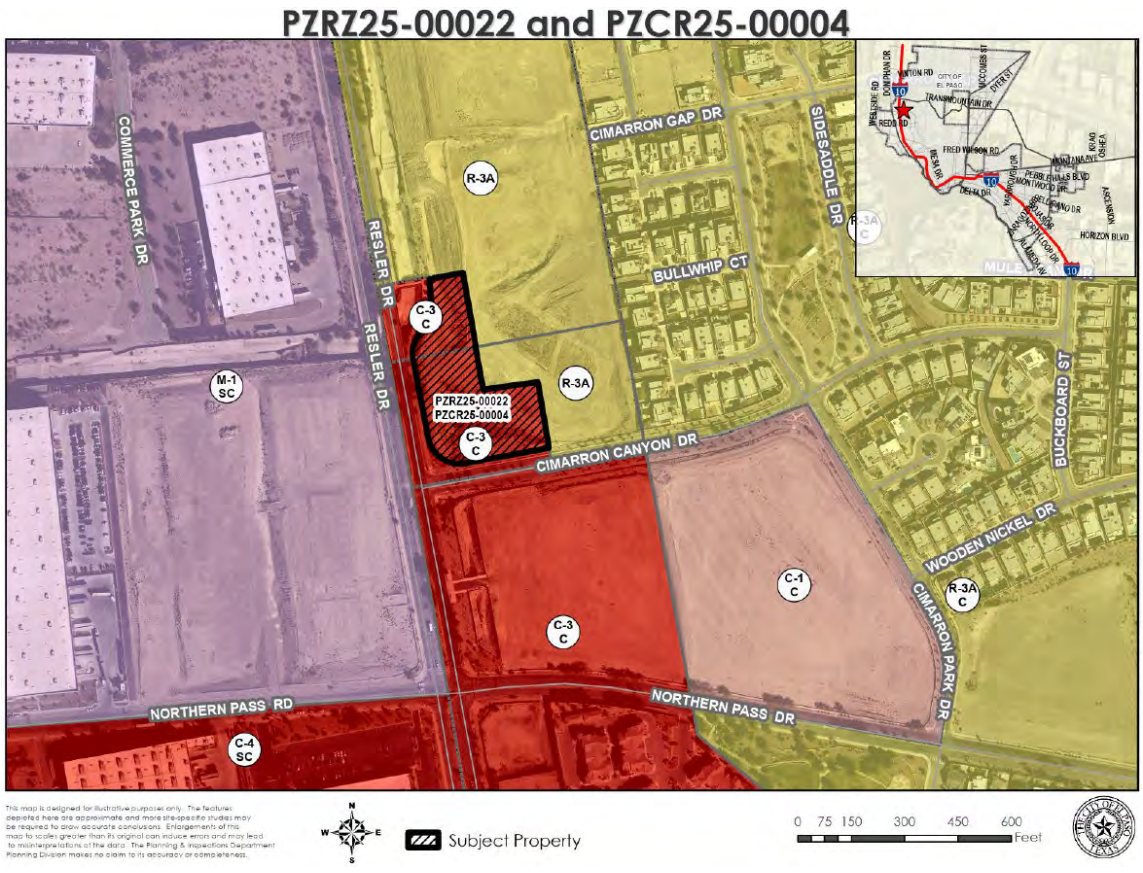


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant requests to release all conditions imposed by Ordinance No. 15672, Ordinance No. 19554, and Ordinance No. 19555 for proposed development of a school. The conditions being released are no longer applicable and not necessary.

PREVIOUS CASE HISTORY: City Council approved a rezoning in January 20, 2004 for a large area of land via Ordinance No. 15672 (attachment 3). The subject property is located within Parcel 1 and Parcel 2, with Parcel 1 having been were rezoned from R-3 (Residential) to C-1 (Commercial) and Parcel 2 having been rezoned from R-3 (Residential) to C-3/c (Commercial/conditions). On November 7, 2023, City Council amended the imposed conditions via Ordinance No. 19555 (attachment 5) to the following:

> *The portion of Parcel 1 that will remain commercial zoned shall provide a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion. No landscape buffer shall be required where adjacent to stormwater ponding or open space areas.*

In addition, City Council approved a rezoning in November 7, 2023 for a larger area of land, with the northern portion of the subject property located within Parcel 1, which was rezoned from C-1 (Commercial) to C-3/c (Commercial/conditions). The following condition was imposed on Parcel 1 via Ordinance No. 19554 (attachment 4):

> *That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion. No landscape buffer shall be required where adjacent to stormwater ponding or open space areas.*

STAFF ANALYSIS: Conditions on the property were imposed to protect adjacent residential uses from commercial uses that would be permitted on the subject property. Conditions involved a landscape buffer, which would act to setback any construction, as well as act as screening between such developments. The subject property is concurrently going through a rezoning from C-3 (Commercial) to R-3A (Residential). If the rezoning is approved, the subject property will match the adjacent residential property to the north and east. Due to this, the conditions would no longer be necessary and staff recommends their release.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed conditions release request and concurrently rezoning request is compatible with neighboring properties and zoning districts. Furthermore, the property is proposed to be part of a larger development under the same R-3A (Residential) zoning district. Land immediately abutting the property to the north and east is currently vacant zoned R-3A (Residential). To the south across Cimarron Canyon Drive, land is currently vacant zoned C-3/c (Commercial/conditions). To the west across Resler Drive, land is currently vacant zoned M-1/sc (Light Manufacturing/special contract). The closest school is Reyes Elementary School (0.85 mi.) and the closest park is Cimarron Canyon Park (0.16 mi.).

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed condition release is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **G-4, Suburban (Walkable):** This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to	Yes. The proposed zoning and condition release request is compatible with G-4, Suburban Future Land Use Map designation per *Plan El Paso*. Permitted uses align with the character of such designation.

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed condition release is in accordance with *Plan El Paso*, consider the following factors:	
supplement the limited housing stock and add missing civic and commercial uses	
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **R-3A (Residential) District:** The purpose of these districts is to promote and preserve residential development within the city to create basic neighborhood units. It is intended that the district regulations maintain a low density of dwelling units supporting a suburban-urban interface that permits developments utilizing varying lot configurations. The regulations of the districts will permit primarily single-family and two-family residential areas, and recreational and institutional uses incidental to and serving the neighborhood.	Yes. Property adjacent to the north and east are zoned R-3A (Residential). Furthermore, the subject property is proposed to be part of a larger development with the proposed rezoning request to have the property match the zoning district.
Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.	Yes. The proposed rezoning and condition release request will expand the same zoning district of the adjacent property to the north and east into the subject property making the conditions no longer necessary.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	None. The proposed development is not within any historic district or study area plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested condition release.	The proposed development is not anticipated to pose any adverse effects on the community.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve green field or environmentally sensitive land arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is in transition. Properties have been rezoned within the last ten years. Part of the subject property as well as adjacent property were rezoned from C-4/c (Commercial/conditions) and C-1/c (Commercial/conditions) to R-3A (Residential) on November 17, 2023.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing conditions no longer suitable for the property.	Property is part of a larger development for a new school, which necessitates to be under the same zoning district prior to permitting. Due to the concurrent rezoning bringing the property to an R-3A (Residential) zoning district, the conditions are not necessary.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property takes access from both Resler Drive and Cimarron Canyon Drive, designated as a major arterial and a local road, respectively as classified in the City's Major Thoroughfare Plan (MTP) and is appropriate to serve the proposed development. There is as sidewalk present along Cimarron Canyon Drive and a shared-use path along Resler Drive. There are no public transportation routes or facilities within walking distance (0.25 mile). Public transportation facilities are found 0.41 miles away from the subject property along Northern Pass Road near Northwestern Drive.

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

PUBLIC COMMENT: The subject property does not lie within the boundaries of any neighborhood association. Public notice was sent to all property owners within 300 feet of the subject property on November 21, 2025. As of February 8, 2026, the Planning Division has received one (1) call of inquiry, one (1) email in support, and six (6) calls, two (2) emails, and one (1) letter in opposition in opposition to the rezoning and condition release request. The reasoning for the opposition is increased traffic, limited access, safety concerns with the proposed development, and request for the applicant to include residents in the plans for the development.

RELATED APPLICATIONS: There is a rezoning application (PZRZ25-00022) running concurrently with the condition release request, requesting to rezone the subject property from C-3 (Commercial) to R-3A (Residential).

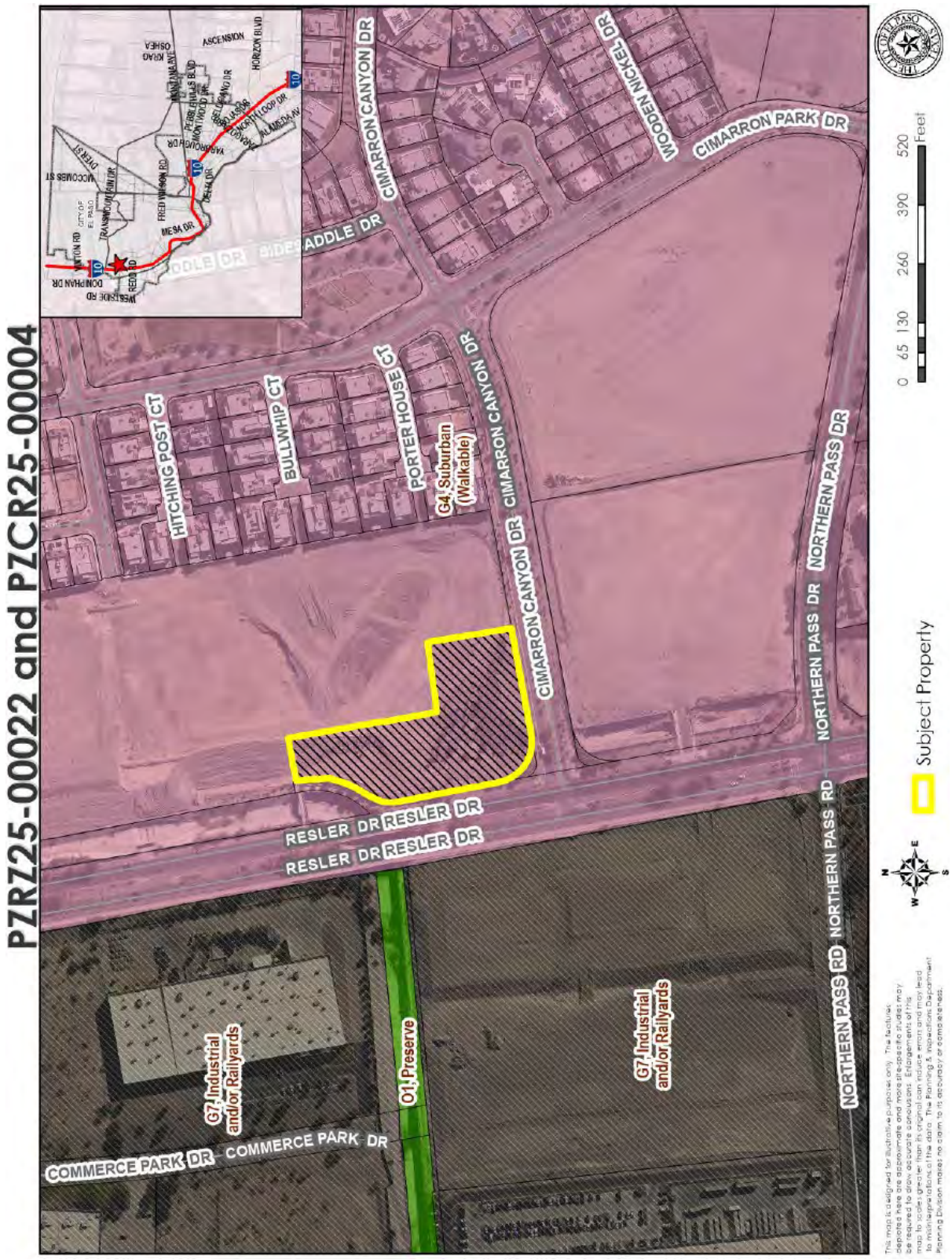
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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

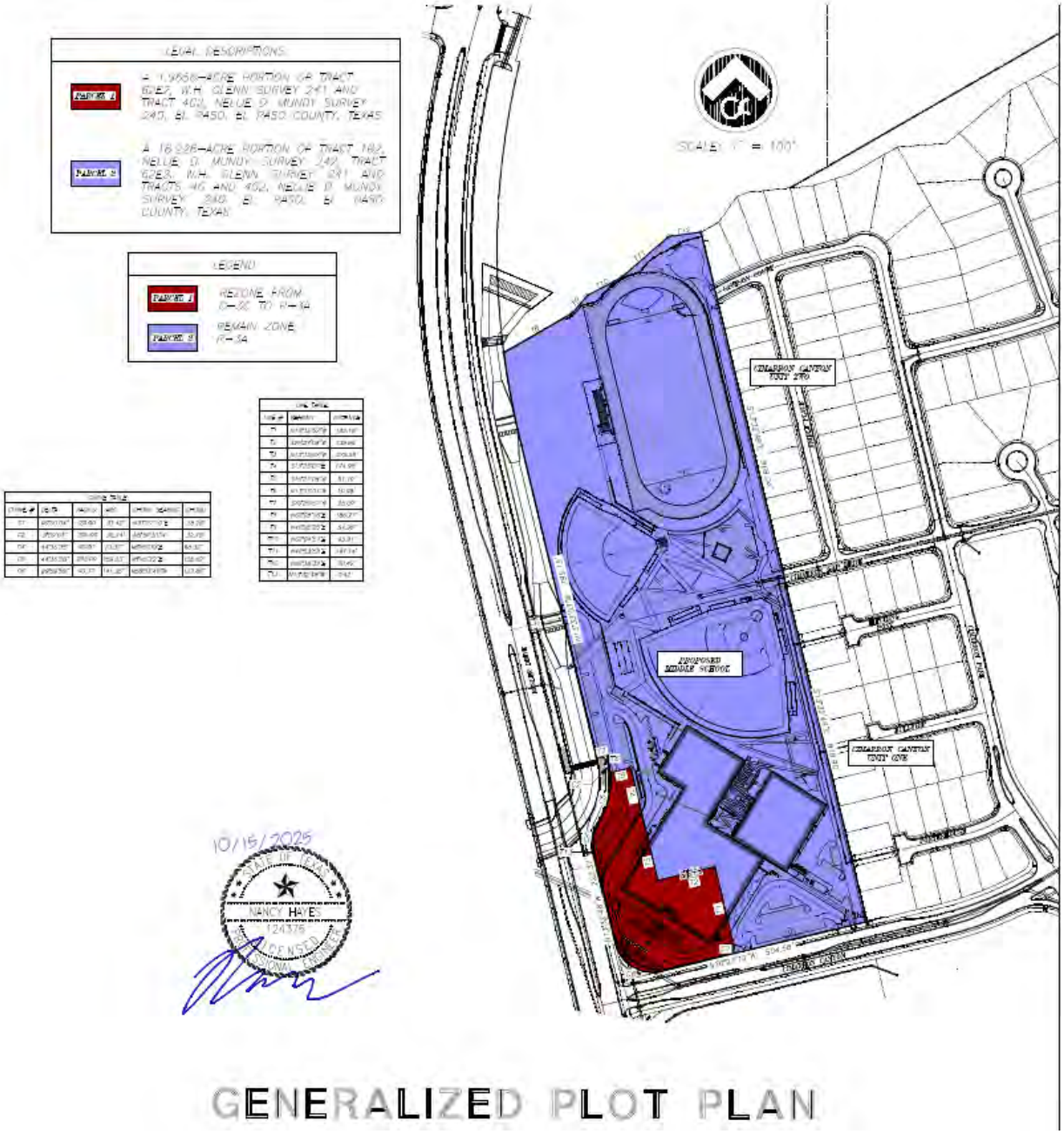
ATTACHMENTS:

1. Zoning Map
2. Conceptual Site Plan
3. Ordinance No. 15672
4. Ordinance No. 19554
5. Ordinance No. 19555
6. Department Comments
7. Neighborhood Notification Boundary Map
8. Public Input

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

ORDINANCE NO. 15872

AN ORDINANCE CHANGING THE ZONING OF PARCEL 1: A PORTION OF NELLIE D. MUNDY SURVEY NO. 240, NELLIE D. MUNDY SURVEY NO. 242 AND W.H. GLENN SURVEY NO. 241, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-1 (COMMERCIAL), PARCEL 2: A PORTION OF NELLIE D. MUNDY SURVEY NO. 241, NELLIE D. MUNDY SURVEY NO. 242 AND W.H. GLENN SURVEY NO. 241, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL) AND IMPOSING CERTAIN CONDITIONS, PARCEL 3: A PORTION OF S.J. LARKIN SURVEY NO. 264 AND S.J. LARKIN SURVEY NO. 266, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-1 (COMMERCIAL), PARCEL 4: A PORTION OF S.J. LARKIN SURVEY NO. 266, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL TO R-3A (RESIDENTIAL), PARCEL 5: A PORTION OF NELLIE D. MUNDY SURVEY NO. 242 AND S.J. LARKIN SURVEY NO. 266, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-1 (COMMERCIAL), PARCEL 6: A PORTION OF NELLIE D. MUNDY SURVEY NO. 242 AND S.J. LARKIN SURVEY NO. 266, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL) AND IMPOSING CERTAIN CONDITIONS, PARCEL 7: A PORTION OF NELLIE D. MUNDY SURVEY NO. 240 AND NELLIE D. MUNDY SURVEY NO. 242, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO R-3A (RESIDENTIAL) AND IMPOSING CERTAIN CONDITIONS, PARCEL 8: A PORTION OF NELLIE D. MUNDY SURVEY NO. 242, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO R-3A (RESIDENTIAL) AND IMPOSING CERTAIN CONDITIONS, PARCEL 9: A PORTION OF NELLIE D. MUNDY SURVEY NO. 242 AND S.J. LARKIN SURVEY NO. 266, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL) AND IMPOSING CERTAIN CONDITIONS, PARCEL 10: A PORTION OF S.J. LARKIN SURVEY NO. 266, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO A-O (APARTMENT/OFFICE), PARCEL 11: A PORTION OF S.J. LARKIN SURVEY NO. 266, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL) AND IMPOSING CERTAIN CONDITIONS, PARCEL 12: A PORTION OF S.J. LARKIN SURVEY NO. 266, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO R-3A (RESIDENTIAL), AND PARCEL 13: A PORTION OF S.J. LARKIN SURVEY NO. 266, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO R-3A (RESIDENTIAL) AND IMPOSING CERTAIN CONDITIONS. THE PENALTY IS AS PROVIDED IN CHAPTER 20.68 OF THE EL PASO MUNICIPAL CODE.

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

1/21/2004

ORDINANCE NO. 15872 Zoning Case No: ZON03-00046

That the zoning of *Parcels 1 - 13*, as more particularly described by metes and bounds in the attached Exhibit "A", be changed within the meaning of the zoning ordinance, and that the zoning map of the City of El Paso be revised accordingly; as follows:

Parcel 1:	**From R-3 (Residential) to C-1 (Commercial)**
Parcel 2:	**From R-3 (Residential) to C-3/c (Commercial/conditions)**
Parcel 3:	**From R-3 (Residential) to C-1 (Commercial)**
Parcel 4:	**From R-3 (Residential) to R-3A (Residential)**
Parcel 5:	**From R-3 (Residential) to C-1 (Commercial)**
Parcel 6:	**From R-3 (Residential) to C-3/c (Commercial/conditions)**
Parcel 7:	**From R-3 (Residential) to R-3A/c (Residential/conditions)**
Parcel 8:	**From R-3 (Residential) to R-3A/c (Residential/conditions)**
Parcel 9:	**From R-3 (Residential) to C-3/c (Commercial/conditions)**
Parcel 10:	**From R-3 (Residential) to A-O (Apartment/Office)**
Parcel 11:	**From R-3 (Residential) to C-3/c (Commercial/conditions)**
Parcel 12:	**From R-3 (Residential) to R-3A (Residential)**
Parcel 13:	**From R-3 (Residential) to R-3A/c (Residential/conditions)**

That the properties described as **Parcels 2, 6, 9, and 11** be subject to the following conditions which are necessitated by and attributable to the increased intensity of use generated by the change of zoning **from R-3 (Residential) to C-3 (Commercial)** in order to protect the health, safety and welfare of adjacent property owners and the residents of this City:

A ten-foot (10') wide landscaped buffer to include, but not limited to, evergreen trees placed at fifteen (15) feet on center shall be required along the property line where abutting residential or apartment zoning districts. This shall be in addition to the landscaping requirements of Chapter 20.65 of the El Paso Municipal Code and shall be required prior to the issuance of any building permits.

That the properties described as **Parcel 7** be subject to the following conditions which are necessitated by and attributable to the increased intensity of use generated by the change of zoning **from R-3 (Residential) to R-3A (Residential)** in order to protect the health, safety and welfare of adjacent property owners and the residents of this City:

1. *Sixty percent (60%) of the land area within Parcel 7 shall not exceed the gross density of the R-3 (Residential) zoning district. The sixty percent (60%) shall be calculated based on the entire acreage within each subdivision plat recorded within this parcel, and shall only count toward the sixty percent (60%) required if the gross density for the subdivision plat does not exceed 7.26 units to the gross acre. Should the gross density exceed 7.26 units per acre, the entire acreage represented within the subdivision plat shall not count toward the sixty percent (60%) requirement stated herein.*

2. *For lots within subdivision plats meeting the density requirements of Condition No. 1, the minimum front yard setback shall be at least twenty-five (25) feet.*

That the properties described as **Parcels 8 and 13** be subject to the following conditions which are necessitated by and attributable to the increased intensity of use generated by the change of zoning **from R-3 (Residential) to R-3A (Residential)** in order to protect the health, safety and welfare of adjacent property owners and the residents of this City:

The land area within these parcels shall not exceed the gross density of the R-3 (Residential) zoning district.

These conditions shall run with the land, are a charge and servitude thereon, and bind the current property owner and any successors in title. The City may enforce these conditions by injunction, by rescission of the zoning which is made appropriate as a result of these conditions, or by any other legal or equitable remedy. The City Council of the City of El Paso may amend or release the above conditions in its discretion without the consent of any third person who may be benefited thereby, and without affecting the validity of this Ordinance.

PASSED AND APPROVED this 20th day of **January, 2004.**

(signatures on the next page)

ORDINANCE NO. 15672 **Zoning Case No: ZON03-00046**

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO CONTENT:

Fred Lopez, Zoning Coordinator
Planning, Research & Development

Rodolfo Valdez, Chief Urban Planner
Planning, Research & Development

Acknowledgment

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 23rd day of January, 2004, by **JOE WARDY** as **MAYOR** of **THE CITY OF EL PASO**.

My Commission Expires:

DONNA MARIE MARTINEZ
NOTARY PUBLIC
STATE OF TEXAS
My commission expires
November 01, 2005

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

ORDINANCE NO. 15672

Zoning Case No: ZON03-00046

ATTACHMENT 4

Doc # 20230083443

47

ORDINANCE NO. 019554

AN ORDINANCE CHANGING THE ZONING OF THE FOLLOWING REAL PROPERTY KNOWN AS: PARCEL 1: A 0.367-ACRE PORTION OF TRACT 62E2, W.H. GLENN SURVEY 241 AND TRACT 4G2, NELLIE D. MUNDY SURVEY 240, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM C-1 (COMMERCIAL) TO C-3 (COMMERCIAL) AND, PARCEL 2: A 18.228-ACRE PORTION OF TRACT 1B2, NELLIE D. MUNDY SURVEY 242, TRACT 62E2, W.H. GLENN SURVEY 241 AND TRACTS 4G AND 4G2, NELLIE D, MUNDY SURVEY 240, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM C-1 (COMMERCIAL), C-3/C (COMMERCIAL/CONDITIONS), AND C-4/C (COMMERCIAL/CONDITIONS) TO R-3A (RESIDENTIAL); AND IMPOSING A CONDITION. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of Parcel 1: **A 0.367-acre portion of Tract 62E2, W.H. Glenn Survey 241 and Tract 4G2, Nellie D. Mundy Survey 240**, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached **Exhibit "A"**, incorporated by reference; and, Parcel 2: **A 18.228-acre portion of Tract 1B2, Nellie D. Mundy Survey 242, Tract 62E2, W.H. Glenn Survey 241 and Tracts 4G and 4G2, Nellie D. Mundy Survey 240**, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached **Exhibit "B"**, incorporated by reference; be changed as listed for **PARCEL 1: FROM C-1 (COMMERCIAL)** TO **C-3 (COMMERCIAL); AND PARCEL 2: FROM C-1 (COMMERCIAL), C-3/c (COMMERCIAL/ CONDITIONS), AND C-4/C (COMMERCIAL/CONDITIONS)** TO **R-3A (RESIDENTIAL),** as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above as Parcel 1 be subject to the following condition which is necessitated by and attributable to the increased intensity of use generated by the change of zoning in order to protect the health, safety and welfare of the residents of the City:

That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion. No landscape buffer shall be required where adjacent to stormwater ponding or open space areas.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this 7 day of NOVEMBER, 2023.

THE CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russell Abeln
Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

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

(Exhibits on the following pages)

Doc # 20230083443
#Pages 7 #NFPages 1
11/14/2023 09:19 AM
Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees $50.00

eRecorded

I hearby certify that this instrument was filed on the date and time stamped heron by me and was duly recorded by document number in the Offical Public Records of real Property in El Paso County.

EL PASO COUNTY, TEXAS

EXHIBIT "A"

Property description: A 0.367-acre portion of Tract 62E2, W.H. Glenn Survey 241 and Tract 4G2, Nellie D. Mundy Survey 240, El Paso, El Paso County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a 0.367-acre portion of Tract 62E2, W.H. Glenn Survey 241 and Tract 4G2, Nellie D. Mundy Survey 240, El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

COMMENCING at the common most westerly corner of Cimarron Canyon Unit One (Clerk's File No. 20180052184, Plat Records, El Paso County, Texas) and Cimarron Canyon Unit Two (Clerk's File No: 20220003665, Plat Records, El Paso County, Texas); Thence, South 13°32'48" East, along the westerly boundary of Cimarron Canyon Unit One, a distance of 818.90 feet to the north right-of-way of Cimarron Canyon Drive (varied-width right-of-way; Cimarron Canyon Unit One); Thence, South 76°27'12" West, along said right-of-way, a distance of 341.47 feet; Thence, 31.42 feet along the arc of a curve to the left, having a radius of 20.00 feet, a central angle of 90°00'04" and a chord which bears North 31°27'10" East, a distance of 28.28 feet; Thence, North 13°32'52" West, a distance of 192.18 feet; Thence, South 76°27'08" West, a distance of 139.96 feet; Thence, North 13°33'07" West, a distance of 100.58 feet to the northerly boundary of that certain parcel of land described January 20, 2004, in Book 4825, Page 1944, Parcel 1, Deed Records, El Paso County, Texas, for the **POINT OF BEGINNING** of this description;

THENCE, South 76°26'41" West, along said boundary, a distance of 133.50 feet to the east right-of-way of Resler Drive (varied width right-of-way; January 8, 2002, Book 4158, Page 910, Deed Records, El Paso County, Texas);

THENCE, along said right-of-way the following courses and distances:

North 13°32'48" West, a distance of 0.42 feet;

70.07 feet along the arc of a curve to the right, having a radius of 90.00 feet, a central angle of 44°36'35", and a chord which bears North 8°45'30" East, a distance of 68.32 feet;

126.89 feet along the arc of a curve to the left, having a radius of 205.00 feet, a central angle of 35°27'50", and a chord which bears North 13°19'53" East, a distance of 124.87 feet;

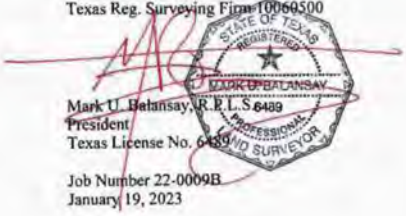
THENCE, North 76°27'08" East, a distance of 51.10 feet;

THENCE, South 13°33'07" East, a distance of 174.98 feet to the **POINT OF BEGINNING** of this description.

Said parcel of land contains 0.367 acres (16,003 square feet) of land more or less.

NOTE: THIS DESCRIPTION IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY.

ROBERT SEIPEL ASSOCIATES, INC.
Professional Land Surveyors
Texas Reg. Surveying Firm 10060500



Mark U. Balansay, R.P.L.S. 6489
President
Texas License No. 6489

Job Number 22-0009B
January 19, 2023

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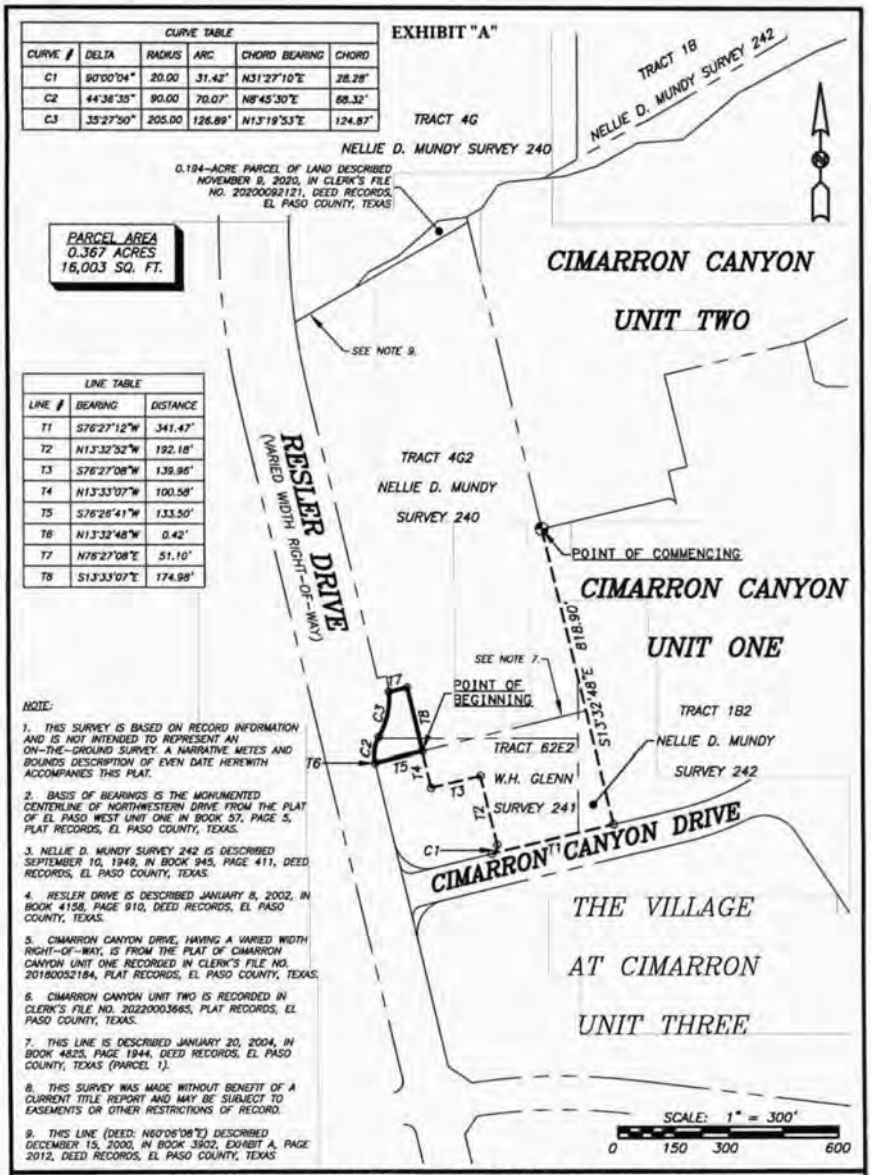

EXHIBIT "A"
CURVE TABLE
CURVE # | DELTA | RADIUS | ARC | CHORD BEARING | CHORD
C1 | 90°00'04" | 20.00 | 31.42' | N31°27'10"E | 28.28'
C2 | 44°36'35" | 90.00 | 70.07' | N8°45'30"E | 68.32'
C3 | 35°27'50" | 205.00 | 126.89' | N13°19'33"E | 124.87'
LINE TABLE
LINE # | BEARING | DISTANCE
T1 | S76°27'12"W | 341.47'
T2 | N13°32'52"W | 192.18'
T3 | S76°27'08"W | 139.96'
T4 | N13°33'07"W | 100.58'
T5 | S76°26'41"W | 133.50'
T6 | N13°32'48"W | 0.42'
T7 | N76°27'08"E | 51.10'
T8 | S13°33'07"E | 174.98'
PARCEL AREA
0.367 ACRES
16,003 SQ. FT.
TRACT 1B
NELLIE D. MUNDY SURVEY 242
TRACT 4G
NELLIE D. MUNDY SURVEY 240
0.194-ACRE PARCEL OF LAND DESCRIBED NOVEMBER 9, 2020, IN CLERK'S FILE NO. 20200092121, DEED RECORDS, EL PASO COUNTY, TEXAS
CIMARRON CANYON UNIT TWO
SEE NOTE 9.
RESLER DRIVE
(VARIED WIDTH RIGHT-OF-WAY)
TRACT 4G2
NELLIE D. MUNDY SURVEY 240
POINT OF COMMENCING
CIMARRON CANYON UNIT ONE
818.90'
S13°32'48"E
SEE NOTE 7.
POINT OF BEGINNING
TRACT 1B2
NELLIE D. MUNDY SURVEY 242
TRACT 62E2
W.H. GLENN SURVEY 241
CIMARRON CANYON DRIVE
THE VILLAGE AT CIMARRON UNIT THREE
SCALE: 1" = 300'
0 150 300 600
NOTE:
1. THIS SURVEY IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY. A NARRATIVE METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS PLAT.
2. BASIS OF BEARINGS IS THE MONUMENTED CENTERLINE OF NORTHWESTERN DRIVE FROM THE PLAT OF EL PASO WEST UNIT ONE IN BOOK 57, PAGE 5, PLAT RECORDS, EL PASO COUNTY, TEXAS.
3. NELLIE D. MUNDY SURVEY 242 IS DESCRIBED SEPTEMBER 10, 1949, IN BOOK 945, PAGE 411, DEED RECORDS, EL PASO COUNTY, TEXAS.
4. RESLER DRIVE IS DESCRIBED JANUARY 8, 2002, IN BOOK 4158, PAGE 910, DEED RECORDS, EL PASO COUNTY, TEXAS.
5. CIMARRON CANYON DRIVE, HAVING A VARIED WIDTH RIGHT-OF-WAY, IS FROM THE PLAT OF CIMARRON CANYON UNIT ONE RECORDED IN CLERK'S FILE NO. 20180052184, PLAT RECORDS, EL PASO COUNTY, TEXAS.
6. CIMARRON CANYON UNIT TWO IS RECORDED IN CLERK'S FILE NO. 20220003685, PLAT RECORDS, EL PASO COUNTY, TEXAS.
7. THIS LINE IS DESCRIBED JANUARY 20, 2004, IN BOOK 4825, PAGE 1944, DEED RECORDS, EL PASO COUNTY, TEXAS (PARCEL 1).
8. THIS SURVEY WAS MADE WITHOUT BENEFIT OF A CURRENT TITLE REPORT AND MAY BE SUBJECT TO EASEMENTS OR OTHER RESTRICTIONS OF RECORD.
9. THIS LINE (DEED: N60°06'08"E) DESCRIBED DECEMBER 15, 2000, IN BOOK 3902, EXHIBIT A, PAGE 2012, DEED RECORDS, EL PASO COUNTY, TEXAS.
ROBERT SEIPEL ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1845 NORTHWESTERN DR. SUITE C EL PASO, TX 79912 915-877-1928
STATE OF TEXAS REGISTERED MARK U. BALANSAY 6459 PROFESSIONAL LAND SURVEYOR
A 0.367-ACRE PORTION OF TRACT 62E2, W.H. GLENN SURVEY 241 AND TRACT 4G2, NELLIE D. MUNDY SURVEY 240, EL PASO, EL PASO COUNTY, TEXAS.
TEXAS REG. SURVEYING FIRM 10060500
DATE: 01-19-23
SCALE: 1" = 300'
DRAWN BY: MJB
CHK'D BY: MJB
FB: ~
FILE #: 22-0009B
REVISED:
COPYRIGHT © 2023 ROBERT SEIPEL ASSOCIATES, INC. ALL RIGHTS RESERVED

EXHIBIT "B"

Property description: A 18.228-acre portion of Tract 1B2, Nellie D. Mundy Survey 242, Tract 62E2, W.H. Glenn Survey 241 and Tracts 4G and 4G2, Nellie D. Mundy Survey 240, El Paso, El Paso County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a 18.228-acre portion of Tract 1B2, Nellie D. Mundy Survey 242 (September 10, 1949, Book 945, Page 411, Deed Records, El Paso County, Texas), Tract 62E2, W.H. Glenn Survey 241 and Tracts 4G and 4G2, Nellie D. Mundy Survey 240, El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

COMMENCING at the common most westerly corner of Cimarron Canyon Unit One (Clerk's File No. 20180052184, Plat Records, El Paso County, Texas) and Cimarron Canyon Unit Two (Clerk's File No. 20220003665, Plat Records, El Paso County, Texas) and the **POINT OF BEGINNING** of this description;

THENCE, South 13°32'48" East, along the westerly boundary of Cimarron Canyon Unit One, a distance of 818.90 feet to the north right-of-way of Cimarron Canyon Drive (varied-width right-of-way; Cimarron Canyon Unit One);

THENCE, South 76°27'12" West, along said right-of-way, a distance of 341.47 feet;

THENCE, 31.42 feet along the arc of a curve to the left, having a radius of 20.00 feet, a central angle of 90°00'04" and a chord which bears North 31°27'10" East, a distance of 28.28 feet;

THENCE, North 13°32'52" West, a distance of 192.18 feet;

THENCE, South 76°27'08" West, a distance of 139.96 feet;

THENCE, North 13°33'07" West, a distance of 275.56 feet;

THENCE, South 76°27'08" West, a distance of 51.10 feet to the east right-of-way of Resler Drive (varied width right-of-way; January 8, 2002, Book 4158, Page 910, Deed Records, El Paso County, Texas);

THENCE, along said right-of-way the following courses and distances:

32.74 feet along the arc of a curve to the left, having a radius of 205.00 feet, a central angle of 9°09'01" and a chord which bears North 8°58'33" West, a distance of 32.70 feet;

North 13°33'03" West, a distance of 10.99 feet;

South 76°26'57" West, a distance of 25.00 feet;

North 13°33'03" West, a distance of 789.15 feet;

198.69 feet along the arc of a curve to the right, having a radius of 1875.00 feet, a central angle of 6°04'17" and a chord which bears North 10°30'55" West, a distance of 198.59 feet to the northerly boundary of that certain parcel of land described December 15, 2000, in Book 3902, Page 2012, Exhibit A, Deed Records, El Paso County, Texas;

THENCE, North 60°08'16" East (Deed: North 60°06'08" East) along said boundary, a distance of 188.27 feet to the northerly boundary of that 0.194-acre parcel of land described November 9, 2020, in Clerk's File No. 20200092121, Deed Records, El Paso County, Texas;

THENCE, along said boundary the following courses and distances:

North 40°25'25" East, a distance of 54.96 feet;

North 62°04'57" East, a distance of 93.91 feet;

North 48°53'58" East, a distance of 147.14 feet;

North 82°38'32" East, a distance of 78.42 feet to the westerly boundary of Cimarron Canyon Unit Two;

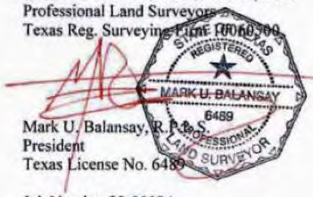
THENCE, South 13°32'48" East, along said boundary, a distance of 868.04 feet to the **POINT OF BEGINNING** of this description.

Said parcel of land contains 18.228 acres (794,011 square feet) of land more or less.

NOTE: THIS DESCRIPTION IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY.

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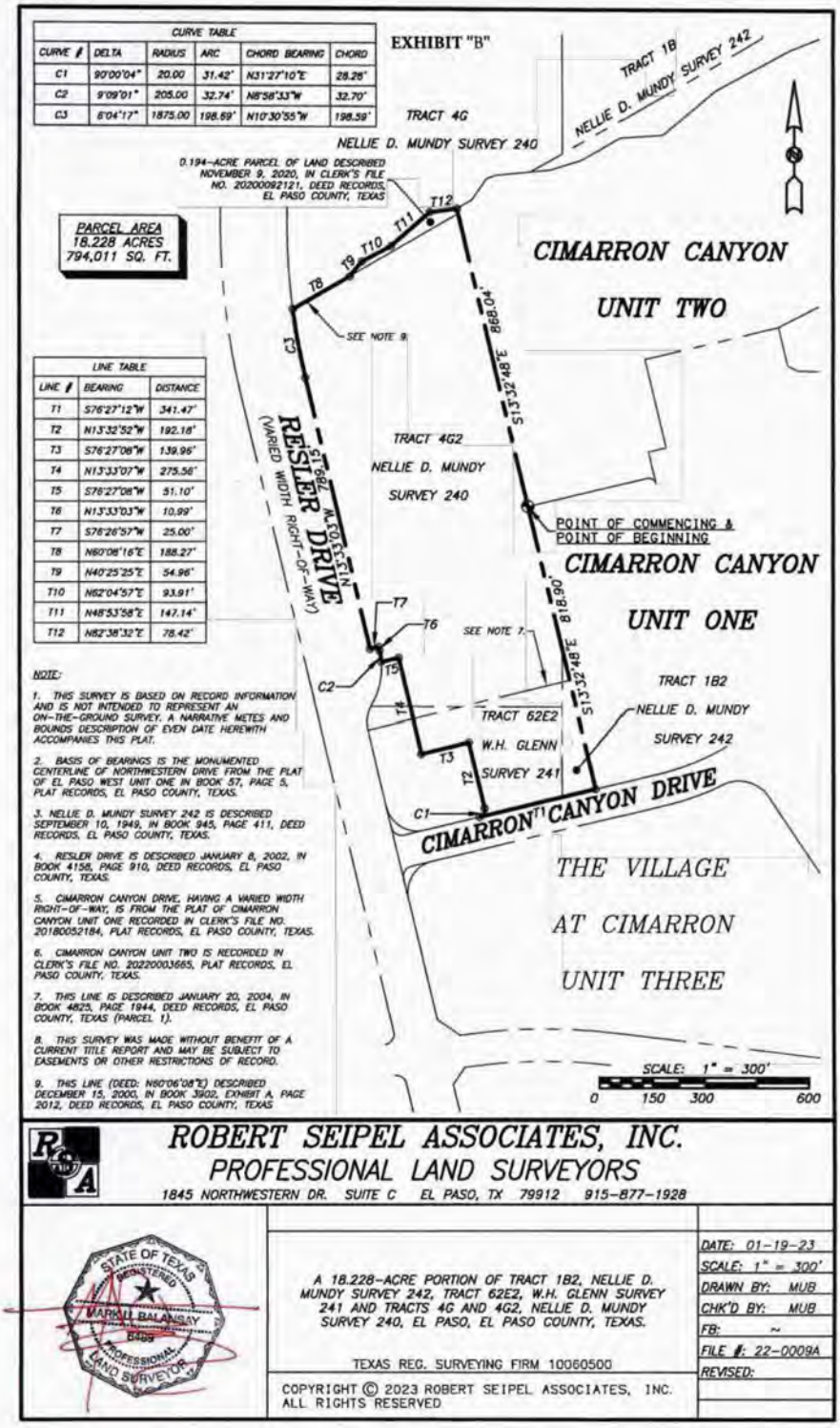
ROBERT SEIPEL ASSOCIATES, INC.
Professional Land Surveyors
Texas Reg. Surveying Firm 10060300



Mark U. Balansay, R.P.L.S.
President
Texas License No. 6489

Job Number 22-0009A
January 19, 2023

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EXHIBIT "B"
CURVE TABLE
CURVE # | DELTA | RADIUS | ARC | CHORD BEARING | CHORD
C1 | 90°00'04" | 20.00 | 31.42' | N31°27'10"E | 28.28'
C2 | 9°09'01" | 205.00 | 32.74' | N8°58'33"W | 32.70'
C3 | 6°04'17" | 1875.00 | 198.69' | N10°30'55"W | 198.59'
LINE TABLE
LINE # | BEARING | DISTANCE
T1 | S76°27'12"W | 341.47'
T2 | N13°32'52"W | 192.18'
T3 | S76°27'08"W | 139.96'
T4 | N13°33'07"W | 275.56'
T5 | S76°27'08"W | 51.10'
T6 | N13°33'03"W | 10.99'
T7 | S76°26'57"W | 25.00'
T8 | N60°08'16"E | 188.27'
T9 | N40°25'25"E | 54.96'
T10 | N62°04'57"E | 93.91'
T11 | N48°53'58"E | 147.14'
T12 | N82°38'32"E | 78.42'
PARCEL AREA
18.228 ACRES
794,011 SQ. FT.
0.194-ACRE PARCEL OF LAND DESCRIBED NOVEMBER 9, 2020, IN CLERK'S FILE NO. 20200092121, DEED RECORDS, EL PASO COUNTY, TEXAS
TRACT 1B
NELLIE D. MUNDY SURVEY 242
TRACT 4G
NELLIE D. MUNDY SURVEY 240
CIMARRON CANYON
UNIT TWO
SEE NOTE 9
868.04'
S13°32'48"E
TRACT 4G2
NELLIE D. MUNDY
SURVEY 240
RESLER DRIVE
(VARIED WIDTH RIGHT-OF-WAY)
POINT OF COMMENCING &
POINT OF BEGINNING
CIMARRON CANYON
UNIT ONE
818.90'
S13°32'48"E
SEE NOTE 7
TRACT 1B2
NELLIE D. MUNDY
SURVEY 242
TRACT 62E2
W.H. GLENN
SURVEY 241
CIMARRON CANYON DRIVE
THE VILLAGE
AT CIMARRON
UNIT THREE
SCALE: 1" = 300'
0 150 300 600
NOTE:
1. THIS SURVEY IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY. A NARRATIVE METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS PLAT.
2. BASIS OF BEARINGS IS THE MONUMENTED CENTERLINE OF NORTHWESTERN DRIVE FROM THE PLAT OF EL PASO WEST UNIT ONE IN BOOK 57, PAGE 5, PLAT RECORDS, EL PASO COUNTY, TEXAS.
3. NELLIE D. MUNDY SURVEY 242 IS DESCRIBED SEPTEMBER 10, 1949, IN BOOK 945, PAGE 411, DEED RECORDS, EL PASO COUNTY, TEXAS.
4. RESLER DRIVE IS DESCRIBED JANUARY 8, 2002, IN BOOK 4158, PAGE 910, DEED RECORDS, EL PASO COUNTY, TEXAS.
5. CIMARRON CANYON DRIVE, HAVING A VARIED WIDTH RIGHT-OF-WAY, IS FROM THE PLAT OF CIMARRON CANYON UNIT ONE RECORDED IN CLERK'S FILE NO. 20180052184, PLAT RECORDS, EL PASO COUNTY, TEXAS.
6. CIMARRON CANYON UNIT TWO IS RECORDED IN CLERK'S FILE NO. 20220003665, PLAT RECORDS, EL PASO COUNTY, TEXAS.
7. THIS LINE IS DESCRIBED JANUARY 20, 2004, IN BOOK 4825, PAGE 1944, DEED RECORDS, EL PASO COUNTY, TEXAS (PARCEL 1).
8. THIS SURVEY WAS MADE WITHOUT BENEFIT OF A CURRENT TITLE REPORT AND MAY BE SUBJECT TO EASEMENTS OR OTHER RESTRICTIONS OF RECORD.
9. THIS LINE (DEED: N60°06'08"E) DESCRIBED DECEMBER 15, 2000, IN BOOK 3902, EXHIBIT A, PAGE 2012, DEED RECORDS, EL PASO COUNTY, TEXAS
ROBERT SEIPEL ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1845 NORTHWESTERN DR. SUITE C EL PASO, TX 79912 915-877-1928
STATE OF TEXAS
REGISTERED
MARKUS BALANSAY
6409
PROFESSIONAL
LAND SURVEYOR
A 18.228-ACRE PORTION OF TRACT 1B2, NELLIE D. MUNDY SURVEY 242, TRACT 62E2, W.H. GLENN SURVEY 241 AND TRACTS 4G AND 4G2, NELLIE D. MUNDY SURVEY 240, EL PASO, EL PASO COUNTY, TEXAS.
TEXAS REG. SURVEYING FIRM 10060500
DATE: 01-19-23
SCALE: 1" = 300'
DRAWN BY: MJB
CHK'D BY: MJB
FB: ~
FILE #: 22-0009A
REVISED:
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ATTACHMENT 5

Doc # 20230083442

48

ORDINANCE NO. 019555

AN ORDINANCE AMENDING A CONDITION PLACED ON PARCEL 1 BY ORDINANCE NO. 15672 WHICH CHANGED THE ZONING OF A 4.32-ACRE PORTION OF TRACT 1B2, NELLIE D. MUNDY SURVEY 242, TRACT 62E2, W.H. GLENN SURVEY 241 AND TRACT 4G2, NELLIE D. MUNDY SURVEY 240, CITY OF EL PASO, EL PASO COUNTY, TEXAS, AND WHICH IMPOSED A CONDITION, AND RELEASING ALL CONDITIONS PLACED ON PARCEL 2 BY ORDINANCE NO. 15708 WHICH CHANGED THE ZONING OF A 0.194-ACRE PORTION OF TRACT 4G, NELLIE D. MUNDY SURVEY 240, CITY OF EL PASO, EL PASO COUNTY, TEXAS, AND WHICH IMPOSED A CONDITION. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, the zoning of Parcel 1 described as *a 4.232-acre portion of Tract 1B2, Nellie D. Mundy Survey 242, Tract 62E2, W.H. Glenn Survey 241 and Tract 4G2, Nellie D. Mundy Survey 240, City of El Paso, El Paso County, Texas,* was changed by Ordinance No. 15672 approved by City Council on January 20, 2004; and,

WHEREAS, the zoning of Parcel 2 described as a *0.194-acre portion of Tract 4G, Nellie D. Mundy Survey 240, City of El Paso, El Paso County, Texas,* was changed by Ordinance No. 15708 approved by City Council on March 2, 2004; and,

WHEREAS, placement of such conditions was necessitated by and attributable to the increased intensity of use generated by the change of zoning; and,

WHEREAS, the owner (applicant) submitted an application requesting a condition amendment and the removal of all conditions because these conditions have been satisfied or are current requirement of the City Code; and,

WHEREAS, a public hearing regarding removal of the conditions was held before the City Plan Commission, and the Commission recommended approval of the release of all conditions and approval of the amendment; and,

WHEREAS, the City Council of the City of El Paso has determined that the release and amendment of certain conditions will protect the best interest, health, safety, and welfare of the public in general.

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

1. That all of the zoning conditions imposed by Ordinance No. 15672 approved by City Council on January 20, 2004, on Parcel 1 identified in **Exhibit "A"** be amended to read as follows:

The portion of Parcel 1 that will remain commercial zoned shall provide a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion. No landscape buffer shall be required where adjacent to stormwater ponding or open space areas; and,

2. That all of the zoning conditions imposed by Ordinance No. 15708 approved by City Council on March 2, 2004, on Parcel 2 identified in **Exhibit "B"** be released because the conditions have been satisfied and are no longer necessary, or are current requirements of the City Code.

Conditions as follows:
A ten (10) foot wide landscaped buffer to include, but not limited to, evergreen trees placed at fifteen (15) feet on center shall be required along any property line abutting residential or apartment zoning districts, except where abutting el paso natural gas company right - of -way, or a twenty-five (25) foot setback shall be required where abutting residential or apartment zoning districts. This shall be in addition to the landscaping requirements of the chapter 20.65 of the El Paso City Code and shall be required prior to the issuance of any building permits.

ADOPTED this 7 day of NOVEMBER, 2023

THE CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. 019555
#168960 / 11-1007-071 / Zoning Condition Release

Zoning Case No: PZCR23-00002

Doc # 20230083442
#Pages 6 #NFPages 1
11/14/2023 09:19 AM
Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees $46.00

eRecorded

I hearby certify that this instrument was filed on the date and time stamped heron by me and was duly recorded by document number in the Offical Public Records of real Property in El Paso County.

EL PASO COUNTY, TEXAS

EXHIBIT "A"

Property description: A 4.232-acre portion of Tract 1B2, Nellie D. Mundy Survey 242, Tract 62E2, W.H. Glenn Survey 241 and Tract 4G2, Nellie D. Mundy Survey 240, El Paso, El Paso County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a 4.232-acre portion of Tract 1B2, Nellie D. Mundy Survey 242 (September 10, 1949, Book 945, Page 411, Deed Records, El Paso County, Texas), Tract 62E2, W.H. Glenn Survey 241 and Tract 4G2, Nellie D. Mundy Survey 240, El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

COMMENCING at the common most westerly corner of Cimarron Canyon Unit One (Clerk's File No. 20180052184, Plat Records, El Paso County, Texas) and Cimarron Canyon Unit Two (Clerk's File No. 20220003665, Plat Records, El Paso County, Texas); Thence, South 13°32'48" East, along the westerly boundary of Cimarron Canyon Unit One, a distance of 506.07 feet to the **POINT OF BEGINNING** of this description;

THENCE, South 13°32'48" East, continuing along said boundary, a distance of 312.83 feet to the north right-of-way of Cimarron Canyon Drive (varied-width right-of-way; Cimarron Canyon Unit One)

THENCE, South 76°27'12" West, along said right-of-way, a distance of 504.58 feet the the northerly boundary of Lot 1, Block 15, Cimarron Canyon Unit One;

THENCE, 141.95 feet continuing along said boundary and along the arc of a curve to the right, having a radius of 90.37 feet, a central angle of 89°59'59", and a chord which bears North 58°32'48"West, a distance of 127.80 feet to the east right-of-way of Resler Drive (varied width right-of-way; January 8, 2002, Book 4158, Page 910, Deed Records, El Paso County, Texas);

THENCE, North 13°32'48" West, along said right-of-way, a distance of 222.38 feet to the southerly boundary of that certain parcel of land described January 20, 2004, in Book 4825, Page 1944, Deed Records, El Paso County, Texas;

THENCE, North 76°26'41" East, along said boundary, a distance of 594.95 feet to the **POINT OF BEGINNING** of this description.

Said parcel of land contains 4.232 acres (184,343 square feet) of land more or less.

NOTE: THIS DESCRIPTION IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY.

ROBERT SEIPEL ASSOCIATES, INC.
Professional Land Surveyors
Texas Reg. Surveying Firm 10060500

STATE OF TEXAS REGISTERED MARCUS BALANSAY 6489 PROFESSIONAL LICENSED SURVEYOR

Mark U. Ballinsay, R.P.L.S.
President
Texas License No. 6489

Job Number 22-0009D
April 27, 2023

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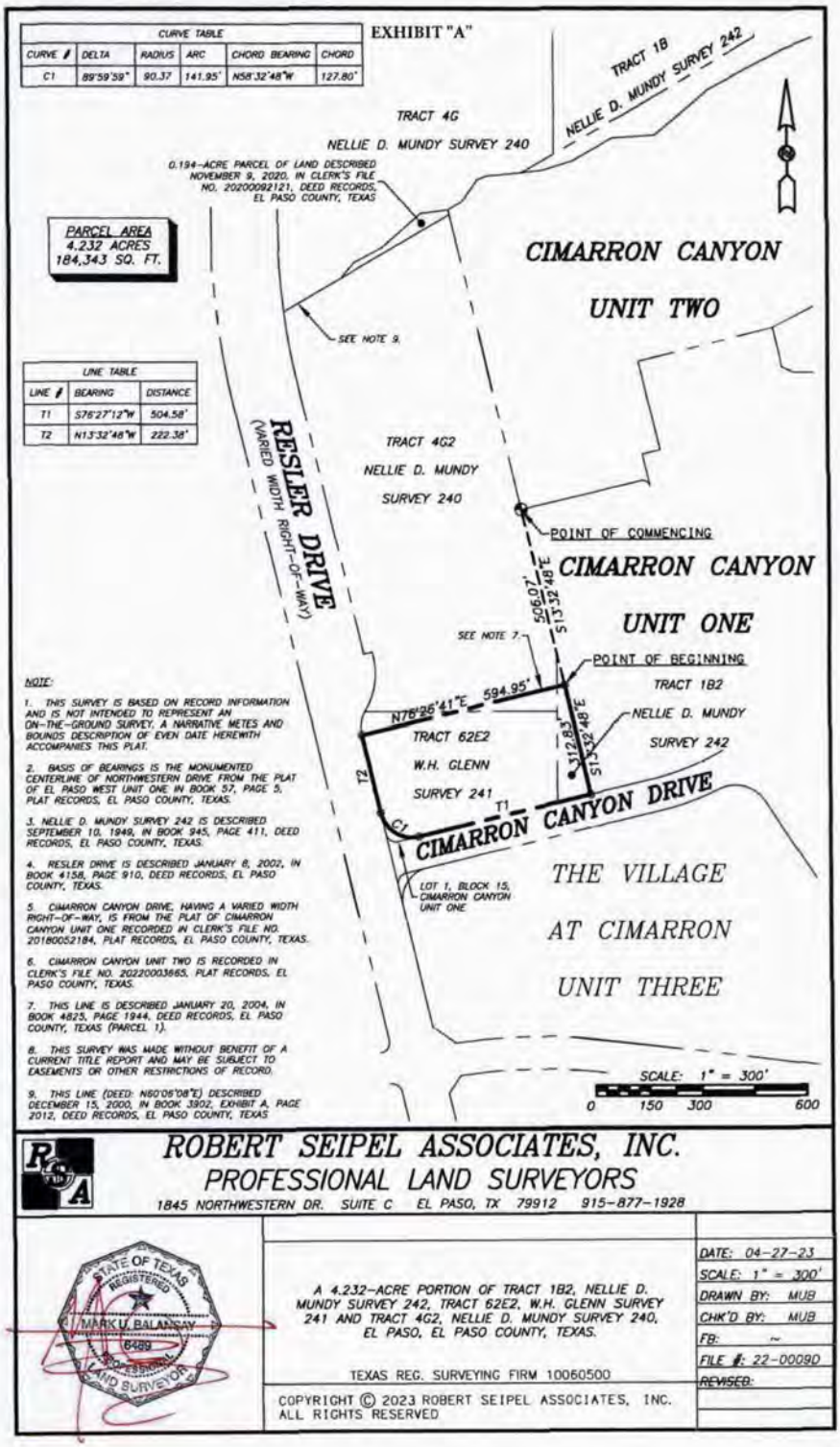

EXHIBIT "A"
CURVE TABLE
CURVE # | DELTA | RADIUS | ARC | CHORD BEARING | CHORD
C1 | 89°59'59" | 90.37' | 141.95' | N58°32'48"W | 127.80'
TRACT 1B
NELLIE D. MUNDY SURVEY 242
TRACT 4G
NELLIE D. MUNDY SURVEY 240
0.194-ACRE PARCEL OF LAND DESCRIBED NOVEMBER 9, 2020, IN CLERK'S FILE NO. 20200092121, DEED RECORDS, EL PASO COUNTY, TEXAS
PARCEL AREA
4.232 ACRES
184,343 SQ. FT.
CIMARRON CANYON
UNIT TWO
SEE NOTE 9.
LINE TABLE
LINE # | BEARING | DISTANCE
T1 | S76°27'12"W | 504.58'
T2 | N13°32'48"W | 222.38'
RESLER DRIVE
(VARIED WIDTH RIGHT-OF-WAY)
TRACT 4G2
NELLIE D. MUNDY
SURVEY 240
POINT OF COMMENCING
506.07'
S13°32'48"E
CIMARRON CANYON
UNIT ONE
SEE NOTE 7.
POINT OF BEGINNING
TRACT 1B2
NELLIE D. MUNDY
SURVEY 242
N76°26'41"E
594.95'
TRACT 62E2
W.H. GLENN
SURVEY 241
312.83'
S13°32'48"E
T2
T1
C1
CIMARRON CANYON DRIVE
LOT 1, BLOCK 15, CIMARRON CANYON UNIT ONE
THE VILLAGE
AT CIMARRON
UNIT THREE
SCALE: 1" = 300'
0 150 300 600
NOTE:
1. THIS SURVEY IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY. A NARRATIVE METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS PLAT.
2. BASIS OF BEARINGS IS THE MONUMENTED CENTERLINE OF NORTHWESTERN DRIVE FROM THE PLAT OF EL PASO WEST UNIT ONE IN BOOK 57, PAGE 5, PLAT RECORDS, EL PASO COUNTY, TEXAS.
3. NELLIE D. MUNDY SURVEY 242 IS DESCRIBED SEPTEMBER 10, 1949, IN BOOK 945, PAGE 411, DEED RECORDS, EL PASO COUNTY, TEXAS.
4. RESLER DRIVE IS DESCRIBED JANUARY 8, 2002, IN BOOK 4158, PAGE 910, DEED RECORDS, EL PASO COUNTY, TEXAS.
5. CIMARRON CANYON DRIVE, HAVING A VARIED WIDTH RIGHT-OF-WAY, IS FROM THE PLAT OF CIMARRON CANYON UNIT ONE RECORDED IN CLERK'S FILE NO. 20180052184, PLAT RECORDS, EL PASO COUNTY, TEXAS.
6. CIMARRON CANYON UNIT TWO IS RECORDED IN CLERK'S FILE NO. 20220003865, PLAT RECORDS, EL PASO COUNTY, TEXAS.
7. THIS LINE IS DESCRIBED JANUARY 20, 2004, IN BOOK 4825, PAGE 1944, DEED RECORDS, EL PASO COUNTY, TEXAS (PARCEL 1).
8. THIS SURVEY WAS MADE WITHOUT BENEFIT OF A CURRENT TITLE REPORT AND MAY BE SUBJECT TO EASEMENTS OR OTHER RESTRICTIONS OF RECORD.
9. THIS LINE (DEED: N60°06'08"E) DESCRIBED DECEMBER 15, 2000, IN BOOK 3902, EXHIBIT A, PAGE 2012, DEED RECORDS, EL PASO COUNTY, TEXAS
ROBERT SEIPEL ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1845 NORTHWESTERN DR. SUITE C EL PASO, TX 79912 915-877-1928
STATE OF TEXAS
REGISTERED
MARK U. BALANSAY
6489
PROFESSIONAL
LAND SURVEYOR
A 4.232-ACRE PORTION OF TRACT 1B2, NELLIE D. MUNDY SURVEY 242, TRACT 62E2, W.H. GLENN SURVEY 241 AND TRACT 4G2, NELLIE D. MUNDY SURVEY 240, EL PASO, EL PASO COUNTY, TEXAS.
TEXAS REG. SURVEYING FIRM 10060500
DATE: 04-27-23
SCALE: 1" = 300'
DRAWN BY: MJB
CHK'D BY: MJB
FB: ~
FILE #: 22-0009D
REVISED:
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EXHIBIT "B"

Property description: A 0.194-acre portion of Tract 4G, Nellie D. Mundy Survey 240, El Paso, El Paso County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a 0.194-acre portion of Tract 4G, Nellie D. Mundy Survey 240, El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

COMMENCING at the most northerly corner of Lot 37, Block 1, Cimarron Canyon Unit One (Clerk's File No. 20180052184, Plat Records, El Paso County, Texas), said point being on the northerly boundary of Cimarron Canyon Unit One; Thence, South 76°27'11" West, along said boundary, a distance of 348.10 feet to the easterly boundary of that certain parcel of land described January 20, 2014, in Book 4825, Page 1944, Deed Records, El Paso County, Texas; Thence, North 13°32'48" West, along said boundary, a distance of 853.44 feet to the northerly boundary of that certain parcel of land described December 15, 2000, in Book 3902, Page 2012, Deed Records, El Paso County, Texas, for the **POINT OF BEGINNING** of this description;

THENCE, South 60°08'16" West (deed: South 60°06'08" West), along said boundary, a distance of 358.26 feet;

THENCE, North 40°25'25" East, a distance of 54.96 feet;

THENCE, North 62°04'57" East, a distance of 93.91 feet;

THENCE, North 48°53'58" East, a distance of 147.14 feet;

THENCE, North 82°38'32" East, a distance of 78.42 feet;

THENCE, South 13°32'48" East, a distance of 14.60 feet to the **POINT OF BEGINNING** of this description.

Said parcel of land contains 0.194 acres (8,429 square feet) of land more or less.

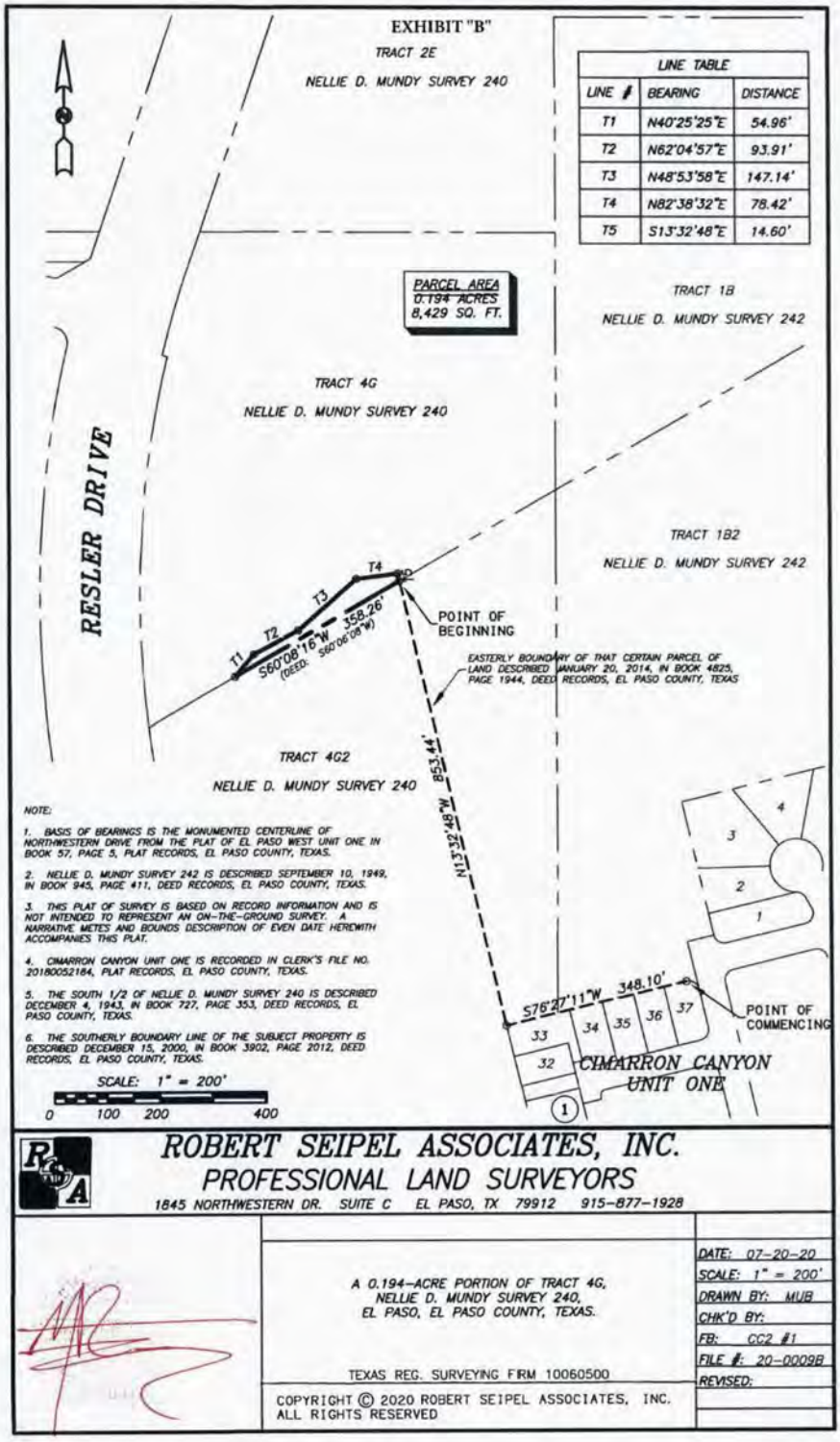
NOTE: A PLAT OF EVEN DATE HEREWITH ACCOMPANIES THIS DESCRIPTION. THIS DESCRIPTION IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY.

ROBERT SEIPEL ASSOCIATES, INC.
Professional Land Surveyors
Texas Reg. Surveying Firm 10060500

Mark U. Balansay, R.P.L.S.
President
Texas License No. 6489

Job Number 20-0009B
July 20, 2020

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EXHIBIT "B"
TRACT 2E
NELLIE D. MUNDY SURVEY 240
LINE TABLE
LINE # | BEARING | DISTANCE
T1 | N40°25'25"E | 54.96'
T2 | N62°04'57"E | 93.91'
T3 | N48°53'58"E | 147.14'
T4 | N82°38'32"E | 78.42'
T5 | S13°32'48"E | 14.60'
PARCEL AREA
0.194 ACRES
8,429 SQ. FT.
TRACT 1B
NELLIE D. MUNDY SURVEY 242
TRACT 4G
NELLIE D. MUNDY SURVEY 240
RESLER DRIVE
TRACT 1B2
NELLIE D. MUNDY SURVEY 242
T1
T2
T3
T4
358.26'
S60°08'16"W
(DEED: S60°06'08"W)
POINT OF BEGINNING
EASTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED JANUARY 20, 2014, IN BOOK 4825, PAGE 1944, DEED RECORDS, EL PASO COUNTY, TEXAS
853.44'
N13°32'48"W
TRACT 4G2
NELLIE D. MUNDY SURVEY 240
NOTE:
1. BASIS OF BEARINGS IS THE MONUMENTED CENTERLINE OF NORTHWESTERN DRIVE FROM THE PLAT OF EL PASO WEST UNIT ONE IN BOOK 57, PAGE 5, PLAT RECORDS, EL PASO COUNTY, TEXAS.
2. NELLIE D. MUNDY SURVEY 242 IS DESCRIBED SEPTEMBER 10, 1949, IN BOOK 945, PAGE 411, DEED RECORDS, EL PASO COUNTY, TEXAS.
3. THIS PLAT OF SURVEY IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY. A NARRATIVE METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS PLAT.
4. CIMARRON CANYON UNIT ONE IS RECORDED IN CLERK'S FILE NO. 20180052184, PLAT RECORDS, EL PASO COUNTY, TEXAS.
5. THE SOUTH 1/2 OF NELLIE D. MUNDY SURVEY 240 IS DESCRIBED DECEMBER 4, 1943, IN BOOK 727, PAGE 353, DEED RECORDS, EL PASO COUNTY, TEXAS.
6. THE SOUTHERLY BOUNDARY LINE OF THE SUBJECT PROPERTY IS DESCRIBED DECEMBER 15, 2000, IN BOOK 3902, PAGE 2012, DEED RECORDS, EL PASO COUNTY, TEXAS.
SCALE: 1" = 200'
0 100 200 400
S76°27'11"W
348.10'
POINT OF COMMENCING
1 2 3 4
32 33 34 35 36 37
CIMARRON CANYON UNIT ONE
ROBERT SEIPEL ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1845 NORTHWESTERN DR. SUITE C EL PASO, TX 79912 915-877-1928
A 0.194-ACRE PORTION OF TRACT 4G, NELLIE D. MUNDY SURVEY 240, EL PASO, EL PASO COUNTY, TEXAS.
TEXAS REG. SURVEYING FRM 10060500
DATE: 07-20-20
SCALE: 1" = 200'
DRAWN BY: MJB
CHK'D BY:
FB: CC2 #1
FILE #: 20-0009B
REVISED:
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ATTACHMENT 6

Planning and Inspections Department - Planning Division
Staff recommends **APPROVAL** of the request subject to approval of the concurrent rezoning request. The conditions being released are no longer applicable and not necessary. The proposed development complies with the G4, Suburban (Walkable) future land use map designation of *Plan El Paso*, the City's adopted Comprehensive Plan.

Planning and Inspections Department – Plan Review & Landscaping Division
No objections to proposed special permit. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development
Approved. No objections to rezoning and condition release.

Streets and Maintenance Department
Traffic & Transportation Engineering
No objection to application

Contract Management Section:
No opposition to proposed Condition Release. (PZCR25-00004)

Fire Department
No comments received.

Police Department
No comments received.

Environment Services
No comments received.

Sun Metro
No comments received.

Texas Gas
In reference to case PZRZ25-00022 and PZCR25-00004 (Resler - Cimmaron), Texas Gas Service does not have any comments.

El Paso Water
No comments received.

Stormwater Engineering
1. Although ordinance No. 19554 does not explicitly contain language that refers to stormwater, the buffer could serve as a positive in practical ways such as soil infiltration, grade control, and as landscape to reduce the amount of developed stormwater runoff. This non-structural water management is encouraged by the municipal code, as stated in 19.19.010 Subparagraph A-5.

2. If the impact of reducing landscape is addressed by stormwater engineering methods that will have capacity to hold the developed runoff for a designed 100-year storm event, EPWU has no objections to the rezoning and release conditions.

El Paso County 911 District

The 9-1-1 District has no comments/concerns regarding this zoning

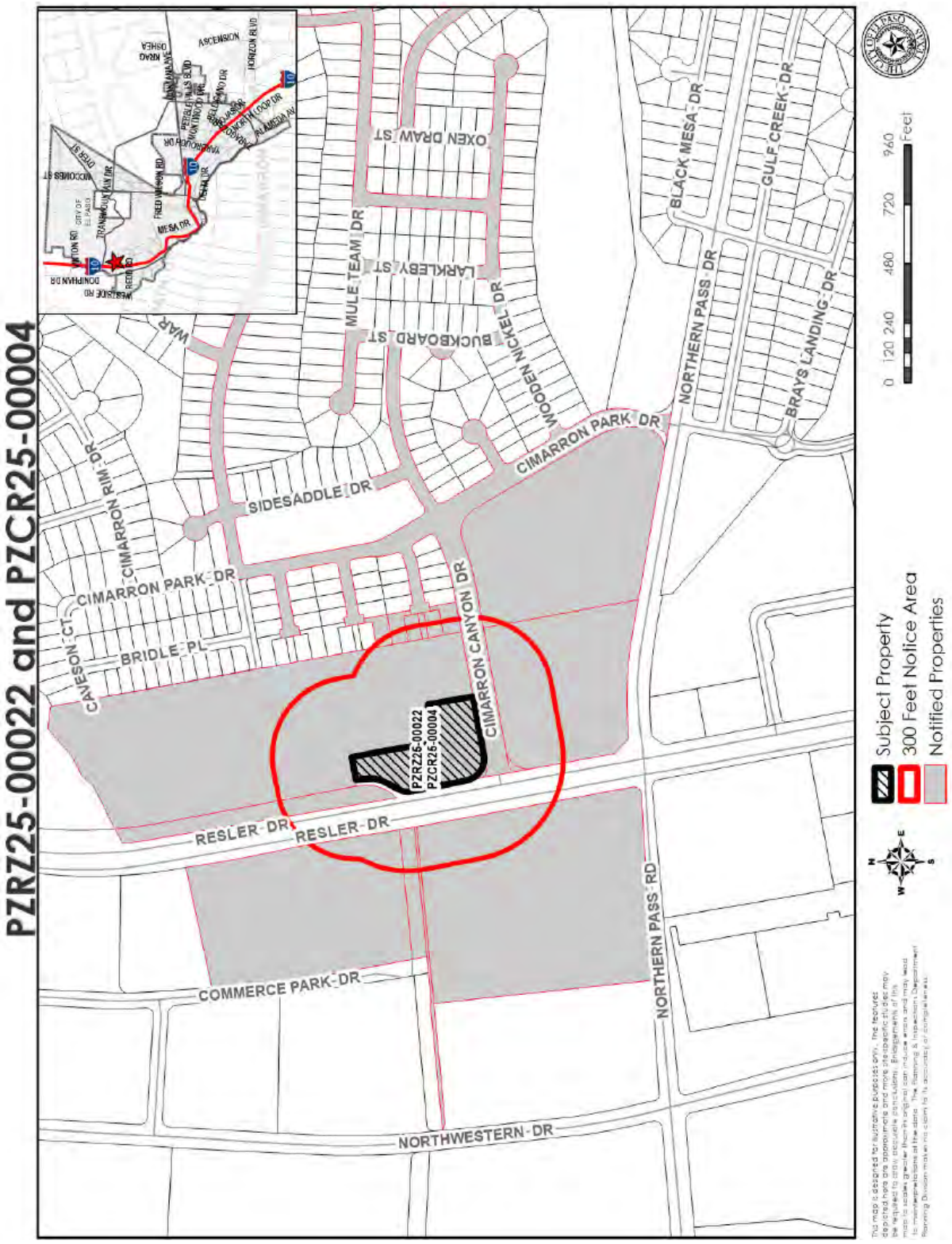
Texas Department of Transportation

No comments received.

El Paso County Water Improvement District #1

No comments received.

ATTACHMENT 7



ATTACHMENT 8

Zamora, Luis F.

From: Janet Reichardt <janetr6849@gmail.com>
Sent: Thursday, December 4, 2025 10:41 AM
To: Zamora, Luis F.
Subject: Alderete Middle School (PZR25-00022)

You don't often get email from janetr6849@gmail.com. Learn why this is important

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Mr. Zamora,

My name is Janet Reichardt and live on Bullwhip Crt right off Cimaron park and one block away from Cimarron Canyon. As a resident here in Cimarron I am opposed to the School being built so close to our neighborhood. Our neighborhood has only TWO VERY NARROW entrances and both are off extremely busy cross streets. This would cause considerate backup of vehicles trying to enter and exit our neighborhood. I invite you, the City Council and the School Board to come and watch the traffic at peak hours and see for yourselves what a danger this would be to school age children and buses. I witness this every morning as I and many others try to use the walking path that runs along Relser. Cars coming off Northern Pass onto Resler do not stop at the light which would not allow for traffic coming from Trans Mountain to cross over 3 lanes of traffic to turn onto Cimarron Canyon to enter the proposed drop off parking lot. Using Cimarron Canyon as the drop off would be a nightmare to ALL involved. Please reconsider this, I understand the need for another school but the location is terrible and very dangerous.

Thank You for your consideration regarding this matter.

Janet Reichardt

Zamora, Luis F.

From: Whitley Miles <sarjeah@gmail.com>
Sent: Thursday, December 18, 2025 12:46 PM
To: Ernie Ortiz; greveles@canutillo-isd.org; orico@canutillo-isd.org; Breanne Barnes; Acosta, Gladys; District #1; PMendoza@canutillo-isd.org; lborrego@canutillo-isd.org; czuniga@canutillo-isd.org; btrout@canutillo-isd.org; Peteraguilar@procedeogroup.com; ArmandoRodriguezTEXAS@gmail.com; rguilfoil@canutillo-isd.org; emeza@canutillo-isd.org; cpulley@canutillo-isd.org; dkerney@canutillo-isd.org; chernandez@canutillo-isd.org; pgalaviz@canutillo-isd.org; Zamora, Luis F.; Mayor; sermartinez@canutillo-isd.org; limaldonado@canutillo-isd.org; cortega@canutillo-isd.org
Subject: [External] - Community meeting request – Alderete Middle School (Cimarron Canyon / Resler)

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Good morning all,

I'm reaching out on behalf of neighbors in the Cimarron Canyon / Resler area regarding the proposed Alderete Middle School site, particularly concerns related to traffic flow, neighborhood access, and safety.

It is in everyone's best interest to hold a community meeting with CISD, the project team, and relevant City departments present so residents can better understand the plans, the process, and the traffic mitigation measures being considered.

Representative Alejandra Chavez has offered to help gather appropriate City officials to attend and has been copied here for coordination. A meeting of this nature, with clear notification to the surrounding neighborhood, supports transparency and constructive dialogue.

For context, there is an active community petition related to this project with nearly 200 signatures from residents in the surrounding area. The petition reflects the level of interest and concern within the neighborhood and underscores the importance of open communication. This has been merely based on hearsay and one community app that not all residents utilize. Therefore many do not know of this petition or were unable to sign due to addresses for new homes not being available.

A link to the petition is included below.

👇 Community petition: https://c.org/sSD97K56nx

****Given CISD's broader communication channels, it is also in the district's best interest to assist with community outreach for this meeting (for example, mailed notices, flyers, or other district-supported notification methods). Ensuring residents are adequately informed ahead of time helps avoid confusion or misinformation.****

Proposed timing: early January

Possible dates: Friday, January 9 (evening) or Saturday, January 10 (morning)

Proposed location: Cimarron Canyon Park (near the project site)

—We are flexible on timing and location, but would appreciate confirming something soon so residents have adequate notice.

At the meeting, residents are primarily hoping to understand:

- **How parent drop-off/pick-up and bus traffic will function without backing onto Resler or into the neighborhood**
- **How the plan accounts for Cimarron Canyon being the primary access point for hundreds of homes**
- **Safety considerations related to peak traffic hours and the adjacent trail**
- **What traffic mitigation measures have already been identified and what remains under review**
- **How residents can review the traffic study or key assumptions ahead of upcoming hearings**

Please let us know:

- **Whether CISD and the project team can participate**
- **Who the best CISD contact would be to help coordinate logistics and community outreach**

- Whether traffic study information can be shared in advance

Residents are not opposed to a school. The goal is a clear, transparent process and a plan that keeps the neighborhood safe and accessible.

Thank you for your time and consideration. I'm happy to help coordinate and look forward to your guidance on next steps.

Best regards,

Whitley Miles-Ray, CRNA

Zamora, Luis F.

From: Tamina Brighton <tamina.brighton@hotmail.com>
Sent: Saturday, January 17, 2026 5:04 PM
To: Zamora, Luis F.
Subject: [External] - New Alderete Middle School Concern - Basketball Courts

You don't often get email from tamina.brighton@hotmail.com. Learn why this is important

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Dear Mr. Zamora,

I am a resident of Cimarron Canyon who lives directly in front of the planned basketball courts (as it appears on viewed plans). I am concerned that basketball courts being used after hours and on weekends will create a noise nuisance and negatively impact the peaceful environment. Please consider moving the basketball courts further away from our backyards on Bullwhip Court and closer to the Resler side of the campus.

Sincerely,

Tamina Brighton
7520 Bullwhip Ct
El Paso, TX 79911

Zamora, Luis F.

From: Bobby Jones <bobby.jones07@gmail.com>
Sent: Friday, December 5, 2025 9:17 AM
To: Zamora, Luis F.
Subject: Resident Concerns Regarding Rezoning Case PZRZ25-00022 & School Traffic Plan

You don't often get email from bobby.jones07@gmail.com. Learn why this is important

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Dear Mr. Zamora,

My name is Bobby Jones, and I am a resident of Cimarron Canyon. I am writing regarding the rezoning case PZRZ25-00022 and the proposed plans for the new middle school adjacent to our neighborhood.

While I understand that the school district owns the land, I am respectfully requesting that the concerns of impacted residents be fully considered before final approvals are granted.

Primary Concerns:

1. Traffic Flow & Safety Risks
The current plan appears to route significant school traffic toward Cimarron Canyon Drive, a narrow road that already experiences congestion during peak hours.
This presents major safety risks for:
- Children walking or biking in the area
- Families entering/exiting the neighborhood
- Trail users along the Cimarron Canyon trail system

We urge the City and CISD to explore alternative traffic flow options, such as directing school ingress/egress onto Resler or Northern Pass, where roads are safer and built for higher volumes.

2. Neighborhood Impact
Turning Cimarron Canyon into a primary entrance would funnel hundreds of vehicles daily into a residential area not designed for that load. Residents are deeply concerned about noise, safety, and livability changes that have not been addressed.

3. Request for Design Review Before Final Approval
Given that the project is not yet fully approved by City Council, we ask for:
- A review of the traffic plan
- Consideration of safer alternatives
- Inclusion of neighborhood feedback in final design adjustments

Residents are not opposed to the school itself — we simply want a safe and reasonable traffic plan that does not put our families at risk.

Thank you for your time and for considering the concerns of the Cimarron Canyon community. We appreciate your openness and your willingness to ensure resident voices are heard in this process.

Respectfully,
Bobby Jones
7364 Mule Team
Cimarron Canyon, El Paso TX 79911

--
Bobby Jones
512 665 1819
Bobby.jones07@gmail.com

Zamora, Luis F.

From: Luis Ojeda <luisojeda@live.com>
Sent: Wednesday, December 10, 2025 8:09 PM
To: Zamora, Luis F.
Cc: District #1; Peteraguilar@procedeogroup.com; sermartinez@canutillo-isd.org; brbarnes@canutillo-isd.org; lborrego@canutillo-isd.org; cortega@canutillo-isd.org; ArmandoRodriguezTEXAS@gmail.com; limaldonado@canutillo-isd.org; czuniga@canutillo-isd.org
Subject: [External]Resident Concerns Regarding Rezoning Case PZRZ25-00022 & School Traffic Plan

You don't often get email from luisojeda@live.com. Learn why this is important

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Subject: Resident Concerns Regarding Rezoning Case PZRZ25-00022 & School Traffic Plan

To: ZamoraLF@elpasotexas.gov

CC: Canutillo ISD School Board, City Planning Division, District 1 Representative Alejandra Chavez

Dear Mr. Zamora,

My name is Luis A. Ojeda, and I am a resident of Cimarron Canyon. I am writing regarding rezoning case PZRZ25-00022 and the proposed plans for the new middle school adjacent to our neighborhood.

While I understand that the school district owns the land, I am respectfully requesting that the concerns of impacted residents be fully considered before final approvals are granted.

Primary Concerns:

1. Traffic Flow & Safety Risks

The current plan appears to route significant school traffic toward Cimarron Canyon Drive, a narrow road that already experiences congestion during peak hours.

This presents major safety risks for:

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Given that the project is not yet fully approved by City Council, we ask for:

- A review of the traffic plan
- Consideration of safer alternatives
- Inclusion of neighborhood feedback in final design adjustments

Residents are not opposed to the school itself — we simply want a safe and reasonable traffic plan that does not put our families at risk.

Thank you for your time and for considering the concerns of the Cimarron Canyon community. We appreciate your openness and your willingness to ensure resident voices are heard in this process.

Respectfully,

Luis A. Ojeda
1823 Cimarron Park Dr.
Cimarron Canyon, El Paso TX 79911

Bernadette Herrera-Martinez

7386 Sidewinder Bend Dr

El Paso, TX 79911

915-920-9114

Member, Cimarron Owners Association

Date: 12/03/2025

RE: Opposition to Rezoning Request PZRZ25-00022 and Zoning Condition Release PZCR25-00004

Property East of Resler Dr. and North of Cimarron Canyon Dr.

From C-3 (Commercial) to R-3A (Residential) – Proposed School Development

To the City Plan Commission and Honorable Members of the El Paso City Council,

I am writing as a homeowner and member of the Cimarron Owners Association to express my strong opposition to the proposed rezoning (PZRZ25-00022) and zoning condition release (PZCR25-00004) requested by Canutillo Independent School District for the construction of a school at the site north of Cimarron Canyon Dr. and east of Resler Dr.

1. Significant Traffic Impacts and Limited Neighborhood Access

The Cimarron community has very limited access points, and traffic congestion is already a concern. A school will significantly increase daily traffic—including buses, staff vehicles, and parent pickup/drop-off flow—resulting in unsafe roadway conditions for residents, delays entering or exiting the community, and higher risks to pedestrians and cyclists.

2. Increased Risk of Vandalism and Damage to Walking/Biking Trails

The proposed site sits directly next to our community's walking and biking paths. A school may lead to vandalism, litter, trail damage, and disruption of our quiet recreational areas.

3. Negative Impact on Property Values

Schools adjacent to residential areas often lead to congestion, noise, overflow parking, and increased public activity—factors that can reduce surrounding property values.

4. Environmental and Wildlife Concerns

The construction would significantly disrupt natural desert landscape and wildlife habitat, increase noise and light pollution, and cause soil disturbance and stormwater runoff impacts.

5. Emergency Access and Safety Risks

A school located at the primary entry point to our community risks delaying police, fire, or medical response during emergencies due to increased roadway congestion.

Request:

For these reasons, I respectfully urge the City Plan Commission and the City Council to deny rezoning application PZRZ25-00022 and zoning condition release PZCR25-00004.

Thank you for your time and thoughtful consideration.

Sincerely,

Bernadette Herrera-Martinez

Cimarron Owners Association Member

7386 Sidewinder Bend Dr

El Paso, TX 79911

915-920-9114

Zamora, Luis F.

From: Oscar Ortiz <oscarortizc@gmail.com>
Sent: Saturday, January 10, 2026 3:21 PM
To: Zamora, Luis F.
Subject: [External] - Concern about Alderete School Traffic

You don't often get email from oscarortizc@gmail.com. Learn why this is important

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Peter Aguilar - CISD Design Manager

Luis Zamora - Planning & inspections

Alejandra Chavez - District 1 Representative

Dear all:

I am a resident of the Cimarron Canyon area and I'm writing to express my support for the concerns raised regarding the proposed school traffic plan along Cimarron Canyon Drive.

I fully support the construction of the new school and recognize the value it brings to our community. However, the current traffic proposal raises serious safety and access concerns that I believe deserve further evaluation before implementation.

Cimarron Canyon Drive is one of only two entrances serving a large and growing subdivision. Routing school traffic—particularly during peak morning and afternoon hours—onto this road will significantly increase congestion and creates real risks for:

- Children walking or biking to school
- Residents entering and exiting the neighborhood
- Runners, cyclists, and trail users
- Emergency vehicle access and response times

These concerns are not hypothetical; they reflect daily traffic patterns that residents already experience.

I respectfully request that CISD and the City:

- Revisit the traffic plan to avoid routing school traffic through Cimarron Canyon Drive
- Evaluate redirecting traffic to Resler Drive or Northern Pass
- Seriously consider adding a third subdivision access point
- Share transparent traffic studies and hold a community meeting so residents can better understand the analysis and provide input

A school should strengthen a neighborhood, not compromise safety or access for the families who live there. I appreciate your attention to this matter and hope we can work collaboratively toward a safer solution for everyone involved.

Thank you for your time and consideration.

Sincerely,

Oscar Ortiz

7374 Sidewinder Bnd, El Paso, TX 79911

Zamora, Luis F.

From:	Tamina Brighton <tamina.brighton@hotmail.com>
Sent:	Sunday, February 8, 2026 8:58 AM
To:	Zamora, Luis F.; brbarnes@canutillo-isd.org; phil.wrobel@huntcompanies.com
Subject:	[External] - Opportunity for New Alderete MS
Attachments:	IMG_3983.jpeg; Available property next to new Alderete MS.pdf; IMG_3984.jpeg

You don't often get email from tamina.brighton@hotmail.com. Learn why this is important

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To All Concerned:

In order to expedite, I will keep this short:

There is escalating upset (re: Cimarron Canyon residents) about new Alderete MS traffic design. To date, a petition has 323 signatures against current traffic designs.

Opportunity: Vacant land for sale next to the school site (see attached). School traffic and parking could be designed for this site with entrances and exits on Northern Pass and Resler Dr.

This should alleviate concerns about the current design and reduce risk of continued escalating upset, leading to further actions by the community. Polling residents would help here.

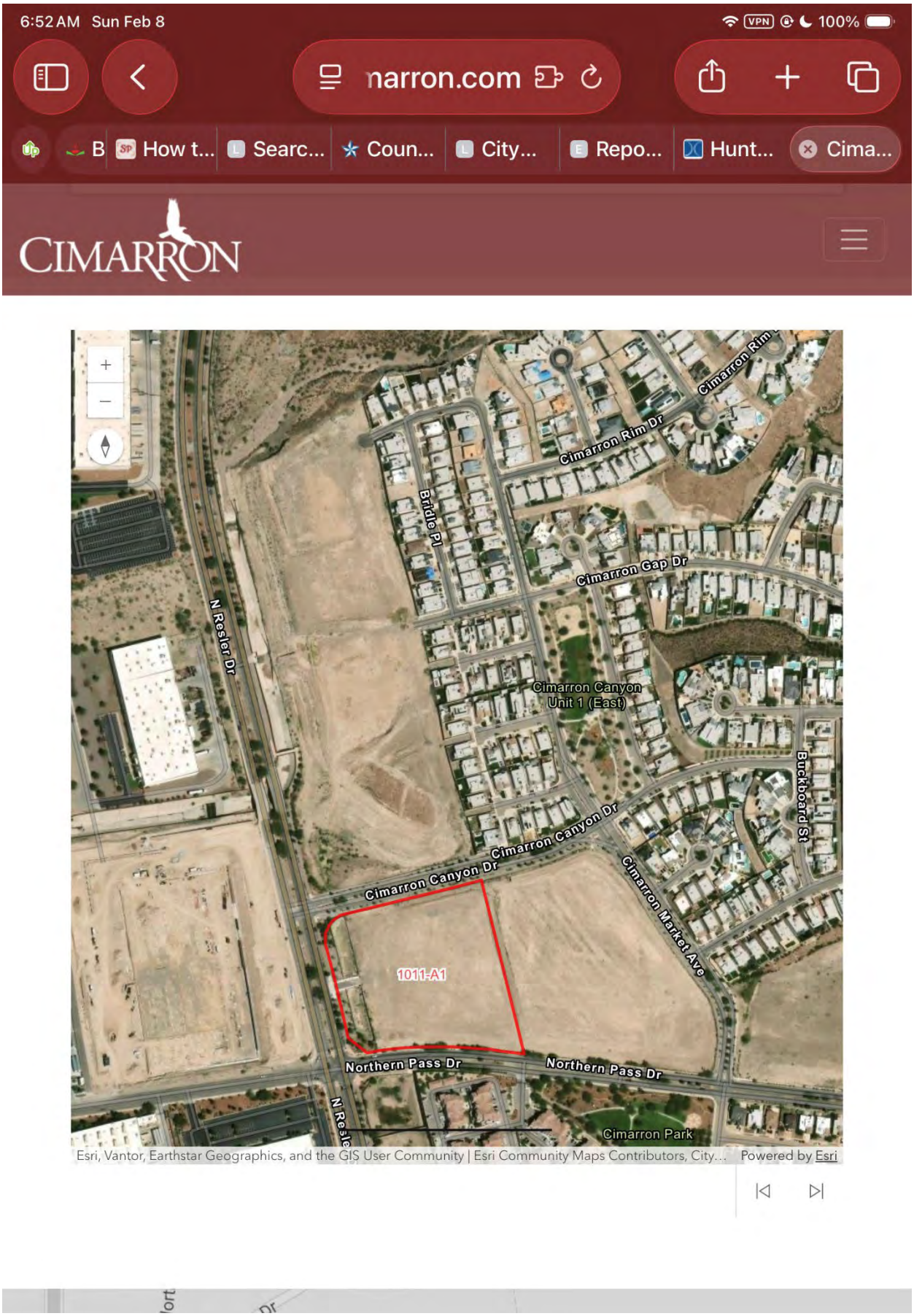
Challenge: Funding. Here we look to negotiations and charitable contributions. I am optimistic that the vacant land owner (Hunt Communities) and Canutillo ISD can reach an agreement on the land purchase to make this a reality.

Would it not be a triumph to begin our school-community relationship in a spirit of mutual support and respect?

Please reach out to each other. Open a dialogue about this idea.

Respectfully,

Tamina Brighton, Taxpayer, Cimarron Community Resident
7520 Bullwhip Ct
El Paso, TX 79911


6:52 AM Sun Feb 8
VPN 100%
narron.com
B How t... Searc... Coun... City... Repo... Hunt... Cima...
CIMARRON
Cimarron Rim Dr
Bridle Pl
Cimarron Gap Dr
N Resler Dr
Cimarron Canyon Unit 1 (East)
Buckboard St
Cimarron Canyon Dr
Cimarron Market Ave
1011-A1
Northern Pass Dr
Northern Pass Dr
Cimarron Park
Esri, Vantor, Earthstar Geographics, and the GIS User Community | Esri Community Maps Contributors, City... Powered by Esri



COMMERCIAL PROPERTY

7.405 ACRES

SELL/GROUND LEASE: BOTH

PARCEL # 1011-A1 **PLATTED:** YES



LOCATION DESCRIPTION:

Village at Cimarron

Northeast corner of Resler Drive and Northern Pass Drive

Site surrounded by Resler Drive, Northern Pass Drive and Cimarron Canyon Drive – Adjacent Eastside is Multi-Family Site

CONTACT US

PHIL.WROBEL@HUNTCOMPANIES.COM

WWW.LIVEATCIMARRON.COM

CIMARRON

CIMARRON



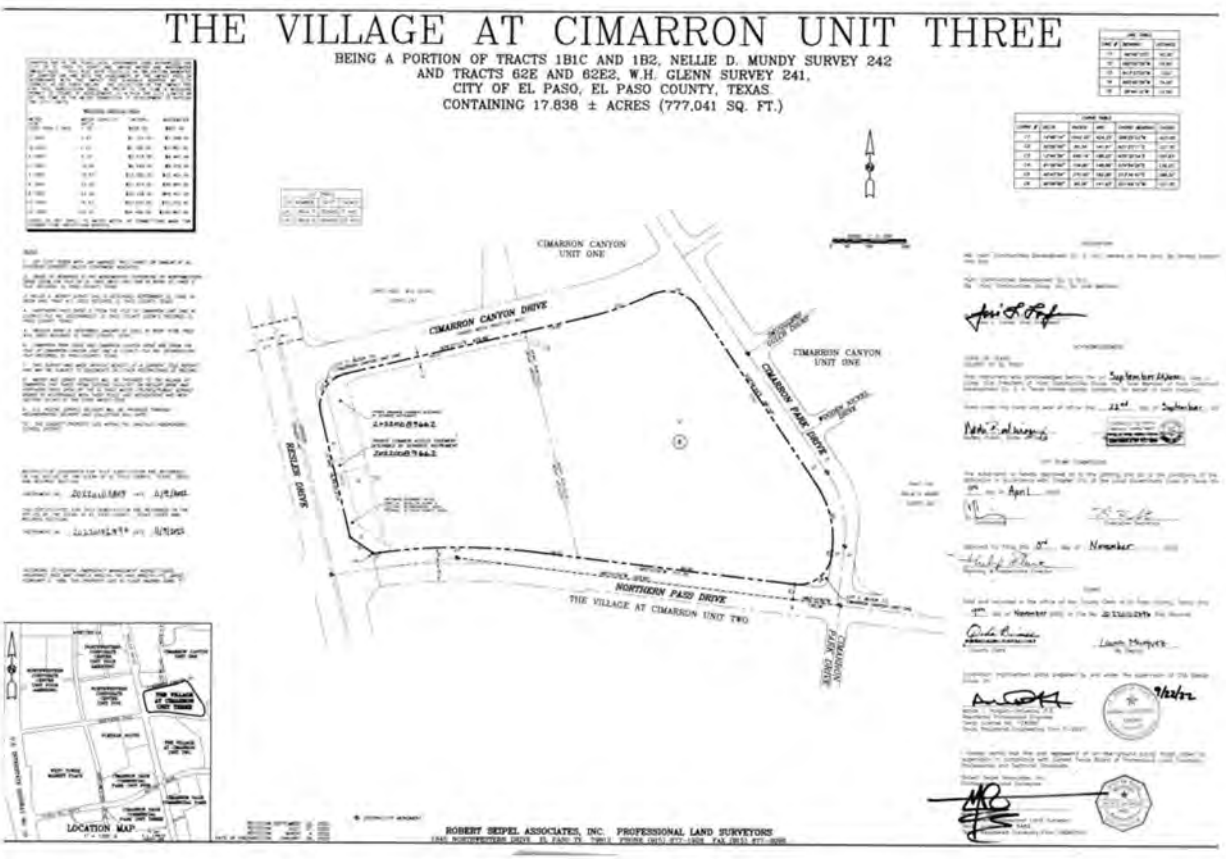
Locations

- El Paso Airport: 19 miles
- Fort Bliss: 18 miles
- Paso Del Norte: 13 miles
- Stanton Lerdo: 13 miles
- Ysleta-Zaragoza: 29 miles
- Bridge of the Americas: 19 miles

Demographics

- Population: 884,432
- Population Growth Rate: 5.5%
- GDP: $46.8 Billion
- Median Income: $58,734
- Average Home Price: $331,400

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THE VILLAGE AT CIMARRON UNIT THREE
BEING A PORTION OF TRACTS 1B1C AND 1B2, NELLIE D. MUNDY SURVEY 242
AND TRACTS 62E AND 62E2, W.H. GLENN SURVEY 241,
CITY OF EL PASO, EL PASO COUNTY, TEXAS.
CONTAINING 17.838 ± ACRES (777,041 SQ. FT.)
CIMARRON CANYON UNIT ONE
CIMARRON CANYON DRIVE
CIMARRON PASS DRIVE
RESLER DRIVE
NORTHERN PASS DRIVE
THE VILLAGE AT CIMARRON UNIT TWO
CIMARRON CANYON UNIT ONE
LOCATION MAP
ROBERT SKIPEL ASSOCIATES, INC. PROFESSIONAL LAND SURVEYORS

Protect Cimarron Canyon: request safe traffic planning for new Alderete middle school



323
Verified signatures

Let's get to 500 signatures!

Petitions with 1,000+ supporters are 5x more likely to win!

Support now

Take the next step!

Recent signers:

Justin M. • 1 week ago | Eric R. • 2 weeks ago | Nicole R. • 2 weeks ago

Decision Makers: Deanna Maldonado-Rocha +18

6 Supporter Voices

9 Updates

The Issue

Why We Are Concerned

🚗 Unsafe Traffic Flow

The current proposed entrance routes heavy school traffic into Cimarron Canyon Drive, a residential street not designed

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

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

Definitions:

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

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

Contributor / Donor Information:

Full Name: Dr. Jesica Arellano

Business Name: Canutillo Independent School District

Agenda Item Type: Zoning Condition Amendment or Release

Relevant Department: I

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

☑ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

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

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: Jessica Cullens Date: 9/16/25

File #: 26-0414, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

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

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

CITY OF EL PASO
City Clerk

REVISED
10:14 am, Mar 24, 2026

DEPARTMENT: Mayor & Council

AGENDA DATE: 04/01/2026

CONTACT PERSON NAME City Representative Josh **PHONE NUMBER:** 915-212-0002

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

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

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 5 - Promote Transparent &

SUBGOAL: All

SUBJECT:

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

Further, to direct the City Manager and City Attorney to conduct these Listening Sessions in coordination with the office of Texas State Senator Cesar Blanco and the other members of the local Texas State Delegation.

COMMUNITY AND STAKEHOLDER OUTREACH:

My office has spoken with constituents and neighborhood associations concerned with the allegations against Cesar Chavez. Many have said changes to names must take place. Additionally, we have spoken to the offices of our local Texas State Delegation who want to participate in these listening sessions to help craft legislation to change the Cesar E. Chavez Border Highway.

BACKGROUND / DISCUSSION:

Given the serious allegations against Cesar Chavez, it was imperative to have a community-led effort to consider renaming local policies, holidays, events, and locations that carried the Cesar Chavez name. We would like to host three community listening sessions with participation from members of our local Texas State Delegation to gain community input on name changes. The meeting locations chosen are located relatively close to the Border Highway and will help provide greater public discourse. Idea of listening sessions to provide feedback to council to create future

PRIOR COUNCIL ACTION:

City Council voted unanimously on August 30, 2022 to adopt an ordinance amending Ordinance 8064, which amended Section 4.5 that added Cesar Chavez Day as an observed City of El Paso holiday.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

TIMES INVESTIGATION

Cesar Chavez, a Civil Rights Icon, Is Accused of Abusing Girls for Years

An investigation by The New York Times found extensive evidence that the United Farm Workers co-founder groomed and sexually abused girls who worked in the movement.

Listen · 26:36 min



By Manny Fernandez and Sarah Hurtes

The reporters interviewed several women who told their stories for the first time, as well as more than 60 other people, including Cesar Chavez's top aides and relatives. The reporters also reviewed hundreds of pages of union records, confidential emails, photographs and other material.

Published March 18, 2026 Updated March 20, 2026

Ana Murguia remembers the day the man she had regarded as a hero called her house and summoned her to see him. She walked along a dirt trail, entered the rundown building, passed his secretary and stepped into his office.

He locked the door, as he always did when he called her, and told her how lonely he had been. He brought her onto the yoga mat that he often used in his office for meditation, kissed her and pulled her pants down. "Don't tell anyone," he told her afterward. "They'd get jealous."

The man, Cesar Chavez, one of the most revered figures in the Latino civil rights movement, was 45. She was 13. Ms. Murguia said she was summoned for sexual encounters with him dozens of times over the next four years.

Recently, more than 50 years later, Ms. Murguia learned that a street near her home in the Central California city of Bakersfield was in the process of being renamed. City officials want to name it in honor of her abuser.

591

Cesar Chavez Boulevard.

Ms. Murguia and another woman, Debra Rojas, say that Mr. Chavez sexually abused them for years when they were girls, from around 1972 to 1977. He was in his 40s and had become a powerful, charismatic figure who captured global attention as a champion of farmworker rights.

The two women have not shared their stories publicly before, and an investigation by The New York Times has uncovered extensive evidence to support their accusations and those raised by several other women against Mr. Chavez, the United Farm Workers co-founder who died in 1993 at the age of 66.

The questions raised by The Times about Mr. Chavez, one of the most consequential figures in Mexican American history, immediately prompted organizations with ties to him to try to distance themselves. The U.F.W. canceled its annual celebrations honoring Mr. Chavez, a response to what the union he once led called "profoundly shocking" accusations.

Marches to honor Mr. Chavez were called off in Austin, Texas; Tucson, Ariz.; and elsewhere. Officials in multiple states said they would consider renaming the scores of streets and schools named in his honor. "None of us knew," Gov. Gavin Newsom of California said on Wednesday, noting that he planned to discuss with legislators whether to rename Cesar Chavez Day on March 31.

Ms. Murguia and Ms. Rojas, both of whom are now 66, were the daughters of longtime organizers who had marched in rallies alongside Mr. Chavez. He used the privacy of his California office to frequently molest Ms. Murguia, she said. He had known her since she was 8 years old. She became so traumatized that she attempted to end her life multiple times by the age of 15.

"I wanted to die," she said.



Cesar Chavez, center, and Ana Murguia, right, in a black shirt, during the United Farm Workers' 1,000 Mile March in 1975. Cathy Murphy/Getty Images

Ms. Rojas said she was 12 when Mr. Chavez first touched her inappropriately, groping her breasts in the same office where he'd meet with Ms. Murguia. When Ms. Rojas was 15, he arranged to have her stay at a motel during a weekslong march through California, she said, and had sexual intercourse with her — rape, under state law, because she was not old enough to consent. (Ms. Murguia said Mr. Chavez molested her but never had intercourse with her.)

The abuse allegations appear to be part of a larger pattern of sexual misconduct by Mr. Chavez, much of which has never been publicly revealed. The Times investigation found that Mr. Chavez also used many of the women who worked and volunteered in his movement for his own sexual gratification. His most prominent female ally in the movement, Dolores Huerta, said in an interview that he sexually assaulted her, a disclosure she has never before made publicly.

Many of the women stayed silent for decades, both out of shame and for fear of tarnishing the image of a man who has become the face of the Latino civil rights movement, his image on school murals and his birthday a state holiday in California.

The findings are based on interviews with more than 60 people, including his top aides at the time, his relatives and former members of the U.F.W., which he co-founded with Ms. Huerta and Gilbert Padilla. The Times reviewed hundreds of pages of union records, confidential emails and photographs, as well as hours of audio recordings from U.F.W. board meetings.

The accounts of abuse from Ms. Murguia and Ms. Rojas were independently verified through interviews with those they confided in decades ago and in more recent years. Elements of their stories were also corroborated in documents, emails, itineraries and other writings from union organizers, supporters of Mr. Chavez and historians.

The Times spoke at length with Ms. Huerta, the renowned Latina activist who helped run the farmworkers' union with Mr. Chavez and coined the social-justice rallying cry, "Sí, se puede," loosely translated as "Yes, we can."

She said she has held on to a dark secret for nearly 60 years.

One night during the winter of 1966 in Delano, Calif., she said, Mr. Chavez drove her out to a secluded grape field, parked and raped her inside the vehicle. Ms. Huerta, who was 36 at the time, said she chose not to report the assault to the police because of their hostility toward the movement, and she feared that no one within the union would believe her. She also described an earlier encounter in August 1960, when she said she felt pressured to have sex with him in a hotel room during a work trip in San Juan Capistrano in Southern California.

Ms. Huerta later began a long-term domestic partnership with Mr. Chavez's brother Richard, with whom she had four children. He died in 2011.

Ms. Huerta turns 96 on April 10. Her memories of the details of the assault that night in Delano are at times hazy. But she speaks of the attack in a startlingly matter-of-fact manner.

She described being stunned by Mr. Chavez's aggression, and then numb to it. She framed her silence at the time not as an absence of pain, but as a kind of strategic necessity, particularly as a woman fighting for respect in the male-dominated world of 1960s union organizing. Now, her accusation shatters what was a widely celebrated — and seemingly egalitarian — bond between two of the most influential Hispanic activists in U.S. history.

"Unfortunately, he used some of his great leadership to abuse women and children — it's really awful," Ms. Huerta said.



Dolores Huerta, left, and Cesar Chavez in Fresno, Calif., in 1965. Carl Crawford/Fresno Bee/ZUMA Press, via Reuters

More than 30 years after his death, Mr. Chavez has become only more revered in the Latino community, as President Trump's efforts to limit immigration and scale back rights threaten to destroy many of the gains secured by decades of his work.

Through a series of grueling fasts, grape boycotts and marches that captured the world's imagination, Mr. Chavez drew a spotlight to the plight of the American farmworker. He not only improved wages, living conditions and health care for generations of farmworkers and their families but also strengthened the political power of Latinos, giving their voice and concerns an urgency and moral authority on the national stage.

He was given the Presidential Medal of Freedom, the nation's highest civilian honor, in 1994. When Joseph R. Biden Jr. entered the White House in 2021, he put a bronze bust of Mr. Chavez on display in the Oval Office.

The allegations of rape and sexual abuse are likely to have far-reaching consequences.

On Tuesday, the United Farm Workers issued a statement saying that the organization would not take part in any activities celebrating Mr. Chavez's birthday on March 31. The union said the "troubling allegations" that were surfacing were incompatible with the organization's values, adding that it did not have firsthand knowledge of any misconduct.

"We need some time to get this right, including to ensure robust, trauma-informed services are available to those who may need it," the union said in its statement.

Mr. Chavez's family said on Tuesday night that they were "not in a position to judge" the claims. "As a family steeped in the values of equity and justice, we honor the voices of those who feel unheard and who report sexual misconduct," they said in a statement. "These allegations are deeply painful to our family."

A handful of Mr. Chavez's relatives and former U.F.W. leaders have been aware for years about various allegations of sexual misconduct, but there is no evidence that they made efforts to fully investigate the accusations, acknowledge the victims or

apologize to them. Instead, many of the women say they were discouraged from speaking out in order to preserve Mr. Chavez's public image.

Internal emails dating back over a decade show union members discussing Ms. Murguia's claims of abuse and the impact it had on her life. One of Ms. Murguia's relatives confronted Mr. Chavez while he was still alive, in the 1980s. According to the relative, Mr. Chavez offered no defense and responded only by clearing his throat.

More than 10 years ago, members of a private Facebook group for longtime Chavez organizers and supporters were stunned to read a post from Ms. Rojas that she wrote in a fit of anger as they prepared to celebrate the holiday in his name.

Her post read, in part: "Wake up people. This man u march for every year molested me."

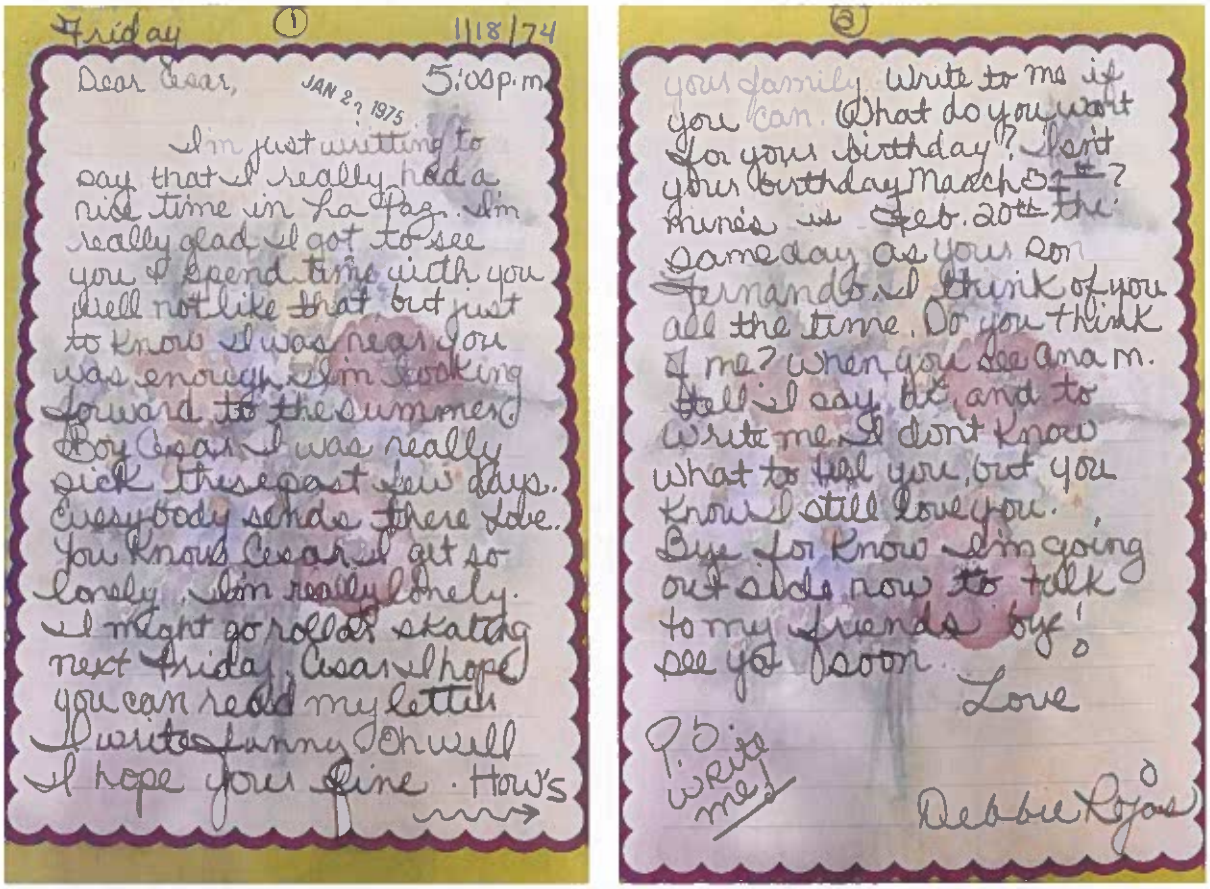
Ms. Rojas deleted the message days after posting it and was accused by some who saw it or heard about it of jeopardizing all that had been accomplished by not only Mr. Chavez but her parents and those they marched alongside.

Nothing has emerged publicly to back up the claims made by Ms. Huerta. Her description of assault could not be independently verified because she said she had told no one, not even her children or closest friends, until just a few weeks ago.

But the paper trail of some of Mr. Chavez's misconduct involving young girls can be found in the very archives built to preserve his legacy.

In one handwritten letter on girlish stationery imprinted with roses, Ms. Rojas wrote to Mr. Chavez in January 1974 at the age of 13, shifting between childlike school updates and swooning devotion. She said she wrote the letter more than a year after he first kissed and fondled her in his office in 1972, when she was a 12-year-old seventh-grader. "I'm really glad I got to see you & spend time with you, well not like that, but just to know I was near you was enough," she wrote, adding, "I think of you all of the time. Do you think of me?"

The letter is among thousands of documents and other materials in the Walter P. Reuther Library archives at Wayne State University in Detroit.



Friday ① 1/18/74

Dear Cesar, JAN 27 1975 5:05 p.m.

I'm just writting to say that I really had a nice time in La Paz. I'm really glad I got to see you & spend time with you I'll not like that but just to know I was near you was enough. I'm looking forward to the summer. Boy Cesar I was really sick these past few days. Every body sends there love. You know Cesar I get so lonely. I'm really lonely. I might go roller skating next Friday. Cesar I hope you can read my letter I write funny. Oh well I hope your fine. How's

② your family. Write to me if you can. What do you want for your birthday? When is your birthday March 31st? Mine is Feb. 20th the same day as your son Fernando. I think of you all the time. Do you think of me? When you see Ana M. tell I say hi, and to write me. I don't know what to tell you, but you know I still love you. Bye for know I'm going out side now to talk to my friends bye! See ya soon.

Love

P.S. write me!

Debbie Rojas

Debra Rojas wrote to Mr. Chavez in January 1974 at the age of 13. The letter is among thousands of documents and other materials in the Walter P. Reuther Library archives at Wayne State University in Detroit.

Looking back on it now, Ms. Rojas said she believed then that Mr. Chavez wanted her to be a real part of his life. He would tell her that they would move together someday to Mexico. He told her to stay away from other boys because he'd get jealous. He told her that the Flamingos song, "I Only Have Eyes for You," was their song, and that every time she heard it she should "just remember that I love you."

"I had love for him," Ms. Rojas said. "He did his grooming very well. He should get an Academy Award for all he did."

Share Your Story

Do you have any experiences with Cesar Chavez or other information that you feel comfortable sharing? *

0 words

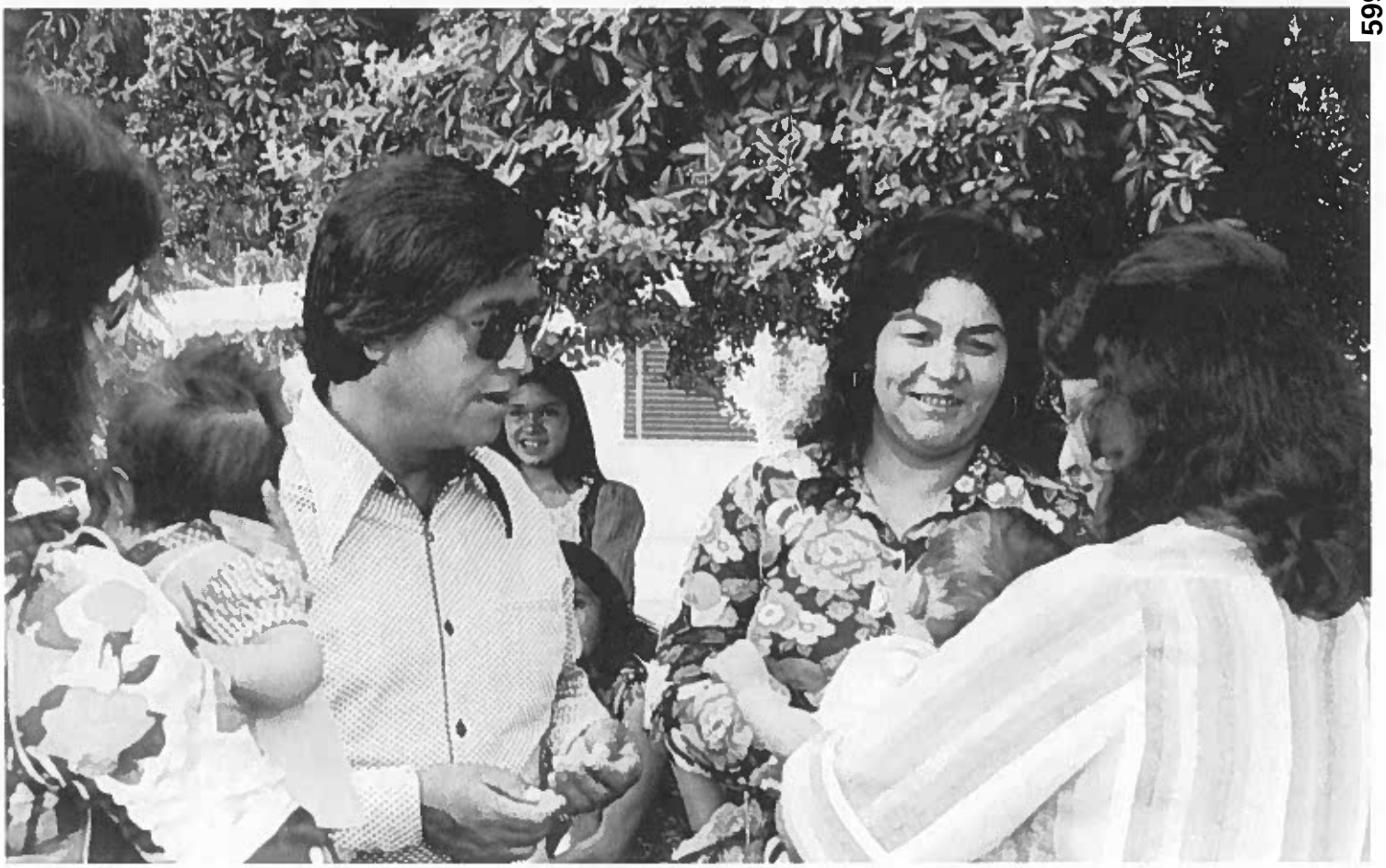
Continue »

An Initial Reckoning

Elements of Mr. Chavez's extramarital affairs with adult women were chronicled in at least two biographies, Matt Garcia's "From the Jaws of Victory: The Triumph and Tragedy of Cesar Chavez and the Farm Worker Movement," published in 2012, and Miriam Pawel's "The Crusades of Cesar Chavez: A Biography," published in 2014.

But neither raised issues of abuse of girls.

While Mr. Chavez had eight children with his wife, Helen Chavez, the Times investigation showed that he also fathered at least four children with three other women. Two of these children and other family members were interviewed and confirmed the relationship. Additionally, 23andMe match results were reviewed for the four children, and they confirmed Mr. Chavez's biological ties in each case.



Cesar Chavez and his wife, Helen Chavez, right, in California in the 1970s. Cathy Murphy/Getty Images

Two of the children were the result of his two sexual encounters with Ms. Huerta, she told The Times, including the assault she described in 1966. Ms. Huerta said she concealed the pregnancies by wearing baggy clothes and ponchos, had the baby girls and then arranged for them to be raised by others.

The accusations involving Ms. Murguia and Ms. Rojas date back to a period when they themselves were children, with behavior they now describe as grooming beginning when they were as young as 8 or 9.

Ms. Rojas said she started seeing a therapist at the age of 16, four years after the abuse began, and continues to see one today. "I picked up a drinking habit," she said. "A panic attack habit. A bad relationship habit."

Ms. Murguia said she suffers from panic attacks and depression, and has trouble being in public spaces or being part of crowds.

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"I feel like he's been a shadow over my life," Ms. Rojas said. "I want him to stop following me around. It's time."

With some exceptions, most of the episodes the women described occurred over the decades in the same tight-knit place — La Paz, the union's compound in the Tehachapi Mountains more than 100 miles north of Los Angeles where he kept his home and his office.

The Murguias had been the first family to move into La Paz, in 1970, when Ana was 10. Her father was a union official and one of Mr. Chavez's closest aides. Mr. Chavez had been the best man at his wedding three years earlier when he married Ms. Murguia's stepmother, a union volunteer.



A wedding photo captures the closeness between the family of Ana Murguia, bottom left, and Mr. Chavez, left. He was the best man at the wedding in 1967, when Ana was 8, in which Ms. Murguia's father married Ana's stepmother, a union volunteer.

After Mr. Chavez and his family moved to the compound in 1971, he would sometimes ask Ms. Murguia, who was 12 by then, to help him dictate letters or work the community's phone switchboard. She was proud of being able to mimic his signature so masterfully that she would sign it on documents.

"Dear Eddie, I'm writing this letter for Cesar," read one letter she wrote to a union supporter in April 1972. "Cesar liked your picture very much. Sincerely, Ana Murguia."

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Initially, she said, she enjoyed spending time with him in his office. To her, he was the only adult who truly listened, a confidant who sympathized with her as she coped with schoolyard bullies and her father's temper. He told her he was lonely, burdened by his bodyguards and unable even to use the bathroom alone. They spent hours talking.

Ms. Murguia said she was 13 when Mr. Chavez began inviting her into his office. He had an obsession with alternative healing therapies, and would sometimes put her on his desk and demonstrate the "pressure points" that could relieve stress and pain, she said. That eventually led to kissing, and then fondling. And then more.

"When I was on the yoga mat is when he would try to have sex," Ms. Murguia said.

Ms. Murguia said she wasn't attracted to Mr. Chavez, and was initially surprised by his touches, but said she felt chosen. "Part of it was, why would someone like that like someone like me?"

She said Mr. Chavez told her not to tell anyone because other girls and women would be jealous of their special bond.

He took her on tour with him, having her travel in his car and stand with him at events and marches. She appears next to him in several photographs — among them one of the most iconic images from the U.F.W.'s famous 1,000-Mile March in the summer of 1975, and an earlier shot alongside the folk singer Joan Baez.

But it was also during that time, two years after he first touched Ms. Murguia in his office, that things changed.

By now age 15, she had accompanied Mr. Chavez on a trip to Los Angeles. At a fund-raiser's home in Bel Air, she walked into the kitchen and found him kissing a woman. She left quickly. "I was disgusted," she said. On the way back to La Paz, she rode with the guards and the dogs, refusing to share a car with him.

Their time in the office grew less intimate and eventually ended. She started to ache with a quiet distress.

"I felt very alone," she said. "I had zero support."

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She finally left La Paz at 19 but soon fell into a spiral of heroin addiction. Desperate, she thought that Mr. Chavez could help her and returned to La Paz. But this time, when she went to his office, she found a room full of men. And Mr. Chavez, she said, turned on her.

"He told me I was bringing drugs into the community and needed to get out."

She went home in tears and remembers a family member asking what happened. "He doesn't need me anymore," she recalls saying. "I'm grown up. He told me to get out."

The next day, she checked into a rehab program that Mr. Chavez had arranged for her. She never spoke to him again.

Several people corroborated her story. One family member said she learned of the abuse in the early 1980s, after Ms. Murguia told her about it. Another person said Ms. Murguia disclosed the abuse to him in 1989. One of the men present in the room when Ms. Murguia was kicked out of La Paz refused to comment. Another said he didn't remember that time in his life.

For a long time, she felt she would be blamed for what had happened. That was how it worked back then, she said — girls were abused by family members, by people close to the family, and it was always kept quiet. And if anyone found out, she said, the question was never about the man. "It was always: 'Well, what did you do? See what you did.'"

There was one person at La Paz she knew she could share her story with, and that was Ms. Rojas.

'It's Like You're Mesmerized'

Ms. Rojas was living at La Paz in 1972 and remembers Mr. Chavez's special mystique. She was 12 at the time. He would walk by, and it was as if a movie star had passed. One day that year, he asked her to come into his office and locked the

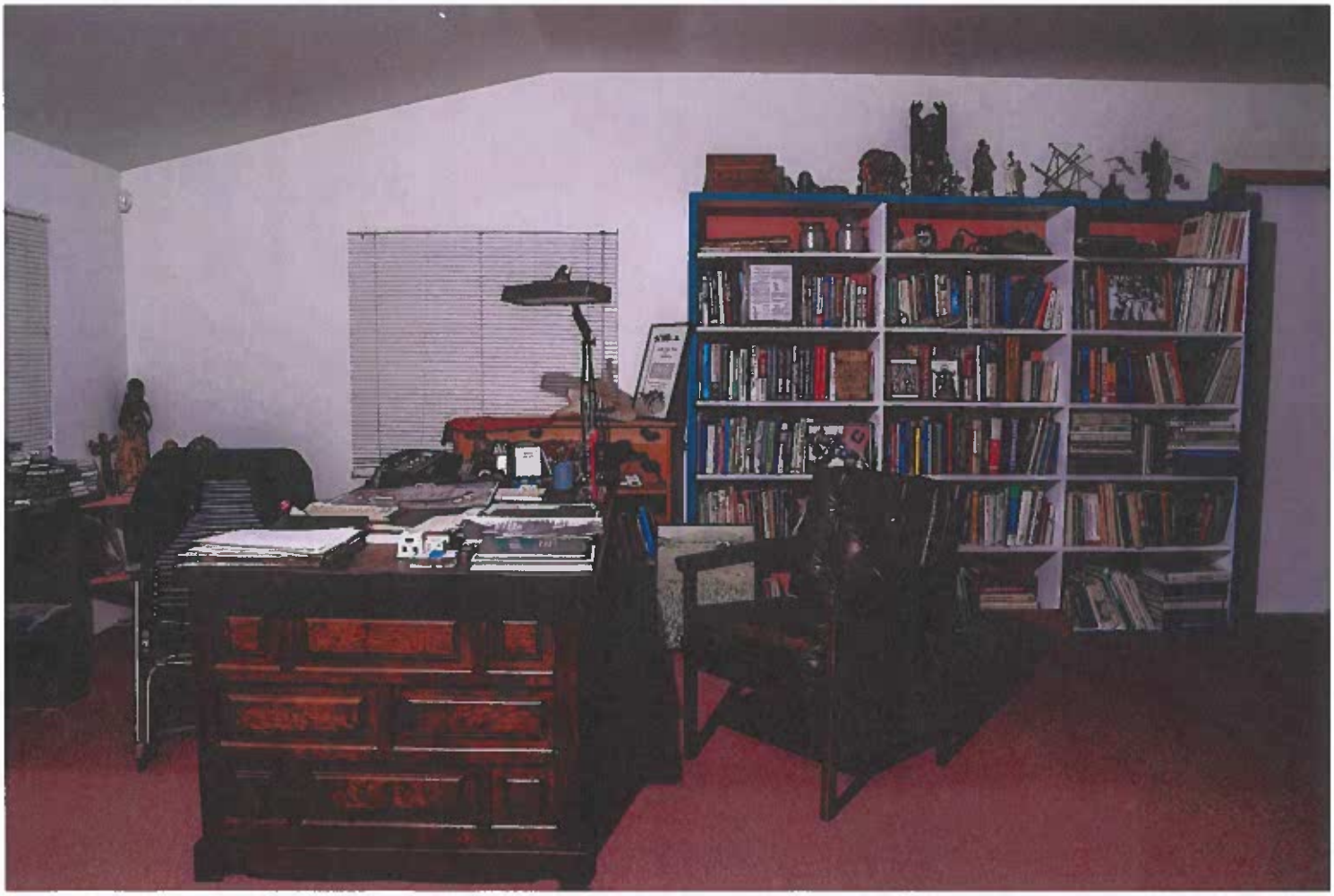
door. He asked her about school. She remembered going up to his bookshelves to admire the many books.

Mr. Chavez touched her then for the first time. She described being frozen. He could see how nervous she was. He kissed her and touched her breasts.

"It's a shock," she said. "It was uncomfortable. It went from star-struck to I don't understand this. What is happening?"

It was the first of many times he touched her sexually. After that first sexual encounter, he used to call her house and talk union business with her father, and then, before they hung up, he would ask him to put his daughter on the phone.

"I didn't know what the word grooming was," Ms. Rojas said. "It's like you're mesmerized."



Mr. Chavez's office at La Paz. Ariana Drehsler for The New York Times

In the summer of 1975, Mr. Chavez and his aides were preparing for the 1,000-Mile March, a nearly 60-day event that was to start near California's border with Mexico. The goal was to unionize farmworkers and draw public attention to their recent victory in Sacramento — a new state law that protected farmworkers' rights to unionize and established a state agricultural labor relations board.

Mr. Chavez had invited Ms. Rojas, who was 15 at the time, to join them. Her parents were skeptical, Ms. Rojas recalled, but he told them that he would make sure their daughter would be safe.

"He kept calling and calling and calling for me to go on the march," Ms. Rojas said. "My dad just wanted to be in his favor, because my parents loved him. We all loved him."

In August 1975, the march reached Stockton, the San Joaquin Valley city about an hour south of Sacramento. One night, Ms. Rojas recalled, Mr. Chavez told her he was sending her home for a week. She was sad and confused, and thought she had done something wrong.

She was waiting at the bus station when Mr. Chavez drove up with one of his bodyguards. He invited her into the car, and they drove to a motel on Highway 99.

In the motel room he shared with her, she said, he had intercourse with her for the first time — rape, under California law. She was a virgin, and remembers that it hurt, and she was bleeding. But she also remembers the gun Mr. Chavez had placed on the night stand next to the bed. She couldn't help but look at it every time she turned her head, and it scared her, she said.

"I said, 'What's that for?'" Ms. Rojas said.

"Don't worry about it," she said he told her.

He said because of the death threats he received, he and his security team wanted to make sure they were safe.

Several people and documents corroborated the accusations made by Ms. Rojas, including a relative who said Ms. Rojas first told her in the late 1990s that Mr. Chavez had abused her.

As the march ended, Ms. Rojas said, Mr. Chavez grew colder toward her. He told her that he needed to go back to his wife.

'Cesar Chavez Is Just a Man'

Esmeralda Lopez's encounters with Mr. Chavez came years later, long after Ms. Rojas and Ms. Murguia had moved away from La Paz.

She had grown up in the union, the daughter of a longtime union staff member, Cynthia Bell. In April 1988, Mr. Chavez selected Ms. Lopez to travel with him on an out-of-state speaking tour. After an event in Michigan, he invited Ms. Lopez into his camper attached to a pickup truck. She said it was just the two of them in the small camper, and they sat next to the bed. At one point, she said, Mr. Chavez pointed to a street sign outside bearing his name and suggested that he could use his influence to get something named for her if she slept with him. She was 19, and he was 61.

Shaken, Ms. Lopez rebuffed him, and he did not pursue it further. She later called her mother to say she was returning home early from the trip. When Ms. Bell asked what happened, Ms. Lopez replied: "Cesar Chavez is just a man."

Ms. Bell told her to come home. She immediately understood what her daughter meant. In a recent interview, Ms. Bell, now 75, corroborated her daughter's account of that day.

By then, Ms. Bell said, she had worked closely for decades with the union leader. She said Mr. Chavez had made sexual advances toward her during a dance at a fund-raiser in Bakersfield in the early 1970s, when she was in her early 20s. "I see you sometimes, like one of my daughters, but then I get these other feelings," she said he told her as the two danced.

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About 10 months after the incident in the camper, Ms. Lopez said, Mr. Chavez fired her from her job at a union health clinic.



Esmeralda Lopez, left, and Cynthia Bell in Bakersfield, Calif. Ariana Drehsler for The New York Times

Over the years since then, Ms. Lopez and Ms. Bell said, they have thought a lot about Ms. Lopez's words that day back in 1988, that this icon they had dedicated so much of their lives to was just a man.

"It makes you rethink in history all those heroes," Ms. Lopez said. "The movement — that's the hero."

'A Dr. Jekyll and Mr. Hyde Situation'

In the 1970s, Mr. Chavez went almost nowhere alone.

After federal authorities uncovered a plot to assassinate him in 1971, he began traveling with a security team, moving in two-car convoys of three to six guards, coordinating by walkie-talkie. The night Mr. Chavez took Ms. Rojas's virginity at the motel on the outskirts of Stockton, she said, she remembers that one of his bodyguards, Manuel Chavez, drove the two of them there.

A few of these bodyguards have since died, including Manuel Chavez, who was a cousin of Mr. Chavez. Several others declined to comment, including his head of security, Richard Ybarra, who married Mr. Chavez's daughter Anna Chavez in late 1971. Others said they were certain that Mr. Chavez had not engaged in any sexual abuse and rejected the women's claims as incompatible with the man they knew.

Frank Curiel, a former Marine, drove Mr. Chavez across California, often late into the night, and served as his bodyguard for nearly two decades beginning in the early 1970s. He lived at La Paz for nearly 30 years. "I'll tell you this: Pedophile? Never," Mr. Curiel said. "As far as I'm concerned, Cesar was my chief."

Some of the other women who lived at La Paz also said they experienced nothing like what Ms. Murguia, Ms. Rojas and Ms. Lopez described, though Mr. Chavez was a frequent presence in the lives of the daughters of his loyal organizers and volunteers. They recalled his attending their family functions, taking them on tour with him, asking them to work in his office after school and exchanging letters, gifts and photographs, but several of these women said he did not pursue any sexual relationship with them.

One of them, Jessica Coriell, said Mr. Chavez was her mentor and taught her to channel her anger into books rather than violence. "If it weren't for Cesar's words and encouragement and kind and loving advice, I wouldn't be where I am today," Ms. Coriell said.

Yet many of those who look back on those years at La Paz also say that Mr. Chavez was a man who could be nurturing one moment, only to use that same emotional intimacy to manipulate and abuse the next.



The National Chavez Center in Keene, Calif. Ariana Drehsler for The New York Times

Ms. Huerta said he abused her not only physically but emotionally.

Union records document an argument at La Paz between the two of them over missing financial receipts during a board meeting in 1979. Ms. Huerta demanded respect and pushed back against his suggestions that she had stolen money. Mr. Chavez responded by shouting at her with curses and insults, repeatedly calling her a stupid bitch, according to the audio recordings of board meetings The Times listened to.

Ms. Huerta struggles to reconcile the Cesar Chavez she knew, who inspired so many and achieved so much, and the man who assaulted her and publicly humiliated her. She said she was unaware of any sexual abuse of teenage girls. Moments after some of that abuse was described to her, Ms. Huerta broke down, sobbing and wailing.

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"It's kind of like a Dr. Jekyll and Mr. Hyde situation I think," Ms. Huerta said of Mr. Chavez.

Ms. Murguia, Ms. Rojas and Ms. Huerta said they struggled for years about whether to tell their stories publicly. Some of those closest to them begged them not to, arguing that it could not be a worse time to attack a Latino hero, when immigrants were facing widespread detention and deportation and the political rights of Hispanics seemed to many to be under assault.

In the end, they said that the story of Chavez's movement was their story, too — of the women who marched beside the men, worked in the fields, took care of the children. The movement, they said, was more than one man.

In 2013, Ms. Murguia returned to La Paz. The surrounding mountains were as beautiful as she remembered. She found her old white wooden house, its porch railing gone. The old hospital where so many had slept was boarded up.

Then she walked into the building where he had worked. The walls were lined with photos and testimonials about Mr. Chavez, celebrating his legacy. His office was down a long corridor. One of the office walls had been replaced by a large window, so visitors could peer in.

That day, Ms. Murguia looked at his desk. His chair. His tall bookshelves. And there, in the right corner, she saw something that stopped her, bringing back a rush of memories. It was the yoga mat.

Jodi Kantor and Soumya Karlamangla contributed reporting. Susan C. Beachy contributed research.

Manny Fernandez is the California editor at large for The Times. He was previously the deputy political editor and spent more than nine years covering Texas as the Houston bureau chief.

Sarah Hurtes is a Times reporter working on international investigations from Brussels.

A version of this article appears in print on , Section A, Page 1 of the New York edition with the headline: Cesar Chavez Accused of Abusing Girls

File #: 26-0432, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

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

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: Mayor and Council

AGENDA DATE: 04/01/2026

CONTACT PERSON NAME Rep. Fierro **PHONE NUMBER:** (915)212-0006

2nd CONTACT PERSON Rep. Maldonado-Rocha **PHONE NUMBER:** (915) 212-0003

3rd CONTACT PERSON **PHONE NUMBER:**

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 5 PROMOTE TRANSPARENT AND

SUBGOAL: 5.6 Strengthen messaging opportunities

SUBJECT:

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

COMMUNITY AND STAKEHOLDER OUTREACH:

n/a

BACKGROUND / DISCUSSION:

n/a

PRIOR COUNCIL ACTION:

Yes, council has approved powers and duties of the City Manager, City Attorney, City Representatives, and Mayor previously.

AMOUNT AND SOURCE OF FUNDING:

n/a

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

File #: 26-0433, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 8

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

AGENDA LANGUAGE:

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

Discussion and action to approve a Resolution that the City Council declares the expenditure of District 8 discretionary funds in an amount not to exceed $10,000.00 for costs related to the holding of the Chamizal Community Center and Library event celebrating the fifth anniversary of the opening of the facility, which serves the municipal purpose of fostering community pride, encouraging civic engagement, and celebrating the heritage and culture of one of the oldest neighborhoods in El Paso's history.

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Mayor and Council

AGENDA DATE: 4/1/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Chris Canales **PHONE NUMBER:** 915-212-0008

2nd CONTACT PERSON NAME: **PHONE NUMBER:** 915-212-0008

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL:
Goal 4- Enhance El Paso's Quality of Life Through Recreational, Cultural & Educational Enviroments

SUBGOAL:

SUBJECT:

Discussion and Action to approve a resolution that the City Council declares the expenditure of District 8 discretionary funds in an amount not to exceed $10,000.00 for costs related to to the holding of the Chamizal Community Center and Library event celebrating the fifth anniversary of the opening of the facility, which serves the municipal purpose of fostering community pride, encouraging civic engagement, and celebrating the heritage and culture of one of the oldest neighborhoods in El Paso's history.

BACKGROUND / DISCUSSION:

The Festival Chamizal is set to be held on April 18th, 2026.

COMMUNITY AND STAKEHOLDER OUTREACH:

Familias Unidas Del Chamizal

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

$10,000 from District 8 Discretionary Funds

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: _____

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

RESOLUTION

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

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

THAT, the City Manager, or designee, be authorized to effectuate any budget transfers up until August 31, 2026, and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose, and at that time, return any remaining unused funds for this event to District 8 discretionary funds without further Council action.

APPROVED this _____ day of _____, 2026.

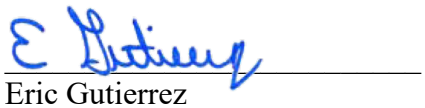
CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Senior Assistant City Attorney

File #: 26-0405, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Strategic and Legislative Affairs, Stephen Ian Voglewede, (915) 212-1299
City Attorney's Office, Oscar Gomez, (915) 212-0033

AGENDA LANGUAGE:

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

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

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Strategic and Legislative Affairs/ City Attorney's Off

AGENDA DATE: 4/1/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Stephen Ian Voglewede **PHONE NUMBER:** (915) 212-1299

2nd CONTACT PERSON NAME: Oscar Gomez **PHONE NUMBER:** 915-212-0033

DISTRICT(S) AFFECTED: All Districts

AGENDA ITEM:

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

ISSUE STATEMENT:

This presentation is for the purpose of explaining El Paso Electric's recent filing for the Enchanted Rock Certificate of Convenience and Necessity with the Public Utility Commission of Texas. This filing is related to the META data center.

BACKGROUND:

On March 2nd, 2026, a motion was made, and seconded and carried that the City Manager be authorized to request that El Paso Electric Company attend, participate, and provide a presentation at City Council's April 1, 2026 meeting regarding the Application of El Paso Electric Company to Amend its Certificate of Convenience and Necessity for a 366 MW Natural Gas Generation Facility filed on December 8, 2025, under the Texas Public Utility Commission, Docket No. 59076, in Matter Number UTILITY-74

COUNCIL OPTIONS:

This presentation is informational only

COMMITTEE REVIEW AND/OR RECOMMENDATION:

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

RELATED CITY POLICIES:

PRIOR COUNCIL ACTION:

On January 6th, Council voted to intervene

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT ($)

ATTACHMENTS:

FOR MORE INFORMATION:

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

SIGNATURE: Stephen Ian Voglewede

Digitally signed by Stephen Ian Voglewede
Date: 2026.03.16 13:38:11 -06'00'

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

File #: 26-0376, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Streets and Maintenance, Randy Garcia, (915) 212-7000

AGENDA LANGUAGE:

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

Discussion and action on the award of Solicitation 2026-0121 Ford Proprietary Parts and Service to Expressway Autos LLC dba Viva Ford for an initial term of three (3) years for an estimated amount of $2,250,000.00. The award also includes a two (2) year option for an estimated amount of $1,500,000.00. The total contract time is for five (5) years for a total estimated amount of $3,750,000.00.

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

This was a Low Bid Procurement for a replacement contract.

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

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

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

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT/COUNCIL OFFICE:	Streets and Maintenance	
AGENDA DATE:	April 1, 2026	
PUBLIC HEARING DATE:	N/A	
CONTACT PERSON NAME:	Randy Garcia, Streets and Maintenance	**PHONE NUMBER:**(915) 212-7000
2nd CONTACT PERSON NAME:	Claudia A. Garcia, Purchasing & Strategic Sourcing	**PHONE NUMBER:**(915) 212-0043
DISTRICT(S) AFFECTED:	All	

AGENDA ITEM:
Discussion and action on the award of solicitation 2026-0121 Ford Proprietary Parts and Service to Expressway Autos LLC initial term of three (3) years for an estimated amount of $2,250,000.00. The award also includes a two (2) year option for an estimated amount of $1,500,000.00. The total contract time is for five (5) years for a total estimated amount of $3,750,000.00.

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

This was a Low Bid Procurement for a replacement contract

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

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

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

ISSUE STATEMENT:
City Council is asked to approve the award of a replacement contract for Ford Proprietary Parts and Service. This contract will allow for the purchase of Ford Proprietary Parts and Service for the Fleet Division.

BACKGROUND:
This catalog contract will allow for the purchase of Ford proprietary parts and specialized maintenance and repair services necessary to ensure the proper upkeep, performance, and longevity of Ford vehicles within the City's fleet.

Solicitation was advertised on November 11, 2025, and November 18, 2025. The solicitation was posted on City website on November 11, 2025. There was a total of twelve (12) viewers online; two (2) bids were received; both from local suppliers.

An Inadequate Competition Survey was conducted indicating the following:

1. Not Interested
2. Does not have equipment
3. Could not meet specifications

Contract Variance: The difference based in comparison to the previous contract is as follows: An increase of $1,695,000.00, which represents a 82.48% increase due to:

1. Additional years being added to the replacement contract; current contract was for 3 years and replacement contract will be for 5 years
2. A higher annual budget amount allocated for these goods and services in anticipation to potential price increases

No protest received for this requirement.

COUNCIL OPTIONS:

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

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by a City Council committee.

COMMUNITY AND STAKEHOLDER OUTREACH:

A pre-bid meeting was held on November 19, 2025. Two (2) suppliers were in attendance.

RELATED POLICIES:

1. Procurement Sourcing Policy

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

☑ Legal counsel reviewed as part of the Council packet

☐ Legal counsel reviewed in advance of packet as individual item

AMOUNT AND SOURCE OF FUNDING:

Amount: $3,750,000.00
Funding Source: Supply Support Fund

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

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

NAME	AMOUNT ($)
Form was provided to the applicant	

ATTACHMENTS:

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

FOR MORE INFORMATION:

Randy Garcia	915-212-7000	garciaRX5@elpasotexas.gov

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

SIGNATURES:

for Randy Garcia

Randy Garcia - Director

For Claudia A. Garcia, Director

Claudia A. Garcia – Director of Purchasing & Strategic Sourcing

CITY OF EL PASO
BID TABULATION

BID TITLE: Ford Parts and Service — **BID NO: 2026-0121**

BID DATE: December 17, 2025 — **DEPARTMENT: Streets and Maintenance**

		Casa Ford INC. dba Casa Ford Lincoln Mercury El Paso, TX		Expressway Autos, LLC dba Viva Ford El Paso, TX	
		Bidder 1 of 2		Bidder 2 of 2	
Group 1 - Light Duty Vehicles Ford **Part 1 - Adjustment Factor**					
Description		NET OR % DISCOUNT OR MARKUP		NET OR % DISCOUNT OR MARKUP	
ITEM 1	Ford Proprietary Parts - Light Duty Vehicles		Net		Net
		25%	Discount	0%	Discount
		0%	Mark-Up	20%	Mark-Up
	Price list of Catalog	Ford (note Manufacturer or Brand Name, as applicable)		Ford (note Manufacturer or Brand Name, as applicable)	
	List Number	Fordparts.com		Ford	
	Dated	12/11/2025			
Part 2: Sample List					
ITEM 1	Description:	Rear Shock		Rear Shock	
	Manufacturer Part Number	DG1Z-18125-F		DG1Z-18125-F	
	Bidder Part Number	DG1Z-18125-F		DG1Z-18125-F	
	Price List Cost (Net)	$170.18		$93.60	
	City's Cost (After Discount or Mark-Up) (A)	$127.64 Bidder's Price: $127.65		$112.32	
ITEM 2	Description:	Blower Motor Resistor		Blower Motor Resistor	
	Manufacturer Part Number	YH2867		YH2867	
	Bidder Part Number	9L3Z-19E624-C		YH2867	
	Price List Cost (Net)	$124.82		$68.65	
	City's Cost (After Discount or Mark-Up) (A)	$93.62		$82.38	

APPROVED BY: __/s/___

DATE: _1/22/2026_____

CITY OF EL PASO
BID TABULATION

BID ITEM: Ford Parts and Service — **BID NO: 2026-0121**

BID DATE: December 17, 2025 — **DEPARTMENT: Streets and Maintenance**

		Casa Ford INC. dba Casa Ford Lincoln Mercury El Paso, TX	Expressway Autos, LLC dba Viva Ford El Paso, TX
		Bidder 1 of 2	Bidder 2 of 2
ITEM 3	Description:	Air Filter	Air Filter
	Manufacturer Part Number	FA1884	FA1884
	Bidder Part Number	7T4Z-9601-A	FA1884
	Price List Cost (Net)	$28.98	$15.94
	City's Cost (After Discount or Mark-Up) (A)	$21.74	$19.13
ITEM 4	Description:	Oil Filter	Oil Filter
	Manufacturer Part Number	FL500S	FL500S
	Bidder Part Number	AA5Z-6714-A	FL500S
	Price List Cost (Net)	$12.71	$6.99
	City's Cost (After Discount or Mark-Up) (A)	$9.53	$8.39
ITEM 5	Description:	Front Brake Pads	Front Brake Pads
	Manufacturer Part Number	BRF1475	BRF1475
	Bidder Part Number	DG1Z-2001-F	BRF1475
	Price List Cost (Net)	$245.00	$147.00
	City's Cost (After Discount or Mark-Up) (A)	$183.75	$176.40
Total		$436.28	$398.62

Part 3 - Labor Rates

ITEM 1	Regular Hourly Rate	$ 179.95 Per Hour	$ 165.00 Per Hour

APPROVED BY: ___/s/___

DATE: _1/22/2026_____

CITY OF EL PASO
BID TABULATION

BID ITEM: Ford Parts and Service — **BID NO: 2026-0121**

BID DATE: December 17, 2025 — **DEPARTMENT: Streets and Maintenance**

		Casa Ford INC. dba Casa Ford Lincoln Mercury El Paso, TX	Expressway Autos, LLC dba Viva Ford El Paso, TX
		Bidder 1 of 2	Bidder 2 of 2
Part 4: Sample List with Labor			
ITEM 1	Description:	Rear Shock	Rear Shock
	Manufacturer Part Number	DG1Z-18125-F	DG1Z-18125-F
	Bidder Part Number	DG1Z-18125-F	DG1Z-18125-F
	Price List Cost (Net)	$170.18	$93.60
	City's Cost (After Discount or Mark-Up) (A)	$127.64 Bidder's Price $127.65	$112.32
	Hourly Labor Rate (Part 3) (B)	$179.95	$165.00
	Total A + B	$307.59 Bidder's Price $307.60	$277.32
ITEM 2	Description:	Blower Motor Resistor	Blower Motor Resistor
	Manufacturer Part Number	YH2867	YH2867
	Bidder Part Number	9L3Z-19E624-C	YH2867
	Price List Cost (Net)	$124.82	$68.65
	City's Cost (After Discount or Mark-Up) (A)	$93.62	$82.38
	Hourly Labor Rate (Part 3) (B)	$179.95	$165.00
	Total A + B	$273.57	$247.38
ITEM 3	Description:	Air Filter	Air Filter
	Manufacturer Part Number	FA1884	FA1884
	Bidder Part Number	7T4Z-9601-A	FA1884
	Price List Cost (Net)	$28.98	$15.94
	City's Cost (After Discount or Mark-Up) (A)	$21.74	$19.13
	Hourly Labor Rate (Part 3) (B)	$179.95	$165.00
	Total A + B	$201.69	$184.13

APPROVED BY: ___/s/___

DATE: _1/22/2026_____

CITY OF EL PASO
BID TABULATION

BID ITEM: Ford Parts and Service — **BID NO: 2026-0121**

BID DATE: December 17, 2025 — **DEPARTMENT: Streets and Maintenance**

		Casa Ford INC. dba Casa Ford Lincoln Mercury El Paso, TX	Expressway Autos, LLC dba Viva Ford El Paso, TX
		Bidder 1 of 2	Bidder 2 of 2
ITEM 4	Description:	Oil Filter	Oil Filter
	Manufacturer Part Number	FL500S	FL500S
	Bidder Part Number	AA5Z-6714-A	FL500S
	Price List Cost (Net)	$12.71	$6.99
	City's Cost (After Discount or Mark-Up) (A)	$9.53	$8.39
	Hourly Labor Rate (Part 3) (B)	$179.95	$165.00
	Total A + B	$189.48	$173.39
ITEM 5	Description:	Front Brake Pads	Front Brake Pads
	Manufacturer Part Number	BRF1475	BRF1475
	Bidder Part Number	DG1Z-2001-F	BRF1475
	Price List Cost (Net)	$245.00	$147.00
	City's Cost (After Discount or Mark-Up) (A)	$183.75	$176.40
	Hourly Labor Rate (Part 3) (B)	$179.95	$165.00
	Total A + B	$363.70	$341.40
Total		$1,336.03 Bidder's Price: $1,336.04	$1,223.62

APPROVED BY: ___/s/___

DATE: _1/22/2026_____

CITY OF EL PASO
BID TABULATION

BID ITEM: Ford Parts and Service — **BID NO: 2026-0121**

BID DATE: December 17, 2025 — **DEPARTMENT: Streets and Maintenance**

		Casa Ford INC. dba Casa Ford Lincoln Mercury El Paso, TX		Expressway Autos, LLC dba Viva Ford El Paso, TX	
		Bidder 1 of 2		Bidder 2 of 2	
Group 2 - Medium and Heavy Duty Vehicles **Part 1 - Price Adjustment Factor**					
Description		**NET OR % DISCOUNT OR MARKUP**		**NET OR % DISCOUNT OR MARKUP**	
ITEM 1	**Ford Proprietary Parts - Medium and Heavy Duty Vehicles**		**Net**		**Net**
		25%	**Discount**	**0%**	**Discount**
		0%	**Mark-Up**	**20%**	**Mark-Up**
	Price list of Catalog	**Ford**		**Ford**	
		(note Manufacturer or Brand Name, as applicable)		**(note Manufacturer or Brand Name, as applicable)**	
	List Number	**Fordparts.com**		**Ford**	
	Dated	**12/11/2025**			
Part 2: Sample List					
ITEM 1	**Description:**	**Mirror Assembly - Right Hand**		**Mirror Assembly - Right Hand**	
	Manufacturer Part Number	**DG1Z-17682-B**		**DG1Z-17682-B**	
	Bidder Part Number	**DG1Z-17682-B**		**DG1Z-17682-B**	
	Price List Cost (Net)	**$304.82**		**$182.89**	
	City's Cost (After Discount or Mark-Up) (A)	**$228.62**		**$219.47**	
ITEM 2	**Description:**	**Mirror Assembly - Left Hand**		**Mirror Assembly - Left Hand**	
	Manufacturer Part Number	**DG1Z-17683-B**		**DG1Z-17683-B**	
	Bidder Part Number	**DG1Z-17683-B**		**DG1Z-17683-B**	
	Price List Cost (Net)	**$402.82**		**$241.69**	
	City's Cost (After Discount or Mark-Up) (A)	**$302.12**		**$290.03**	

APPROVED BY: _____

DATE: _1/22/2026___/s/__

CITY OF EL PASO
BID TABULATION

BID ITEM: Ford Parts and Service — **BID NO: 2026-0121**

BID DATE: December 17, 2025 — **DEPARTMENT: Streets and Maintenance**

		Casa Ford INC. dba Casa Ford Lincoln Mercury El Paso, TX	Expressway Autos, LLC dba Viva Ford El Paso, TX
		Bidder 1 of 2	Bidder 2 of 2
ITEM 3	Description:	Brake Sensor	Brake Sensor
	Manufacturer Part Number	GL3Z-13480-A	GL3Z-13480-A
	Bidder Part Number	GL3Z-13480-A	Left Blank
	Price List Cost (Net)	$58.00	$31.90
	City's Cost (After Discount or Mark-Up) (A)	$43.50	$38.28
ITEM 4	Description:	Rotor Assembly	Rotor Assembly
	Manufacturer Part Number	5C3Z-2C026-CA	5C3Z-2C026-CA
	Bidder Part Number	5C3Z-2C026-CA	5C3Z-2C026-CA
	Price List Cost (Net)	$245.00	$147.00
	City's Cost (After Discount or Mark-Up) (A)	$183.75	$176.40
ITEM 5	Description:	EGR Valve	EGR Valve
	Manufacturer Part Number	8C3Z-9D475-D	8C3Z-9D475-D
	Bidder Part Number	8C3Z-9D475-D	8C3Z-9D475-D
	Price List Cost (Net)	$463.64	$255.00
	City's Cost (After Discount or Mark-Up) (A)	$347.73	$306.00
ITEM 6	Description:	Lower Alternator	Lower Alternator
	Manufacturer Part Number	7C3Z-10346-EA	7C3Z-10346-EA
	Bidder Part Number	7C3Z-10346-EA	7C3Z-10346-EA
	Price List Cost (Net)	$501.82	$276.00
	City's Cost (After Discount or Mark-Up) (A)	$376.37 Bidder's Price: $376.36	$331.20
	Total Group 2 (Items 1 - 6)	$1,482.08	$1,361.38
Part 3 - Labor Rate			
ITEM 1	Regular Hourly Rate	$ 179.95 Per Hour	$ 165.00 Per Hour

APPROVED BY: __/s/____

DATE: _1/22/2026_____

CITY OF EL PASO
BID TABULATION

BID ITEM: Ford Parts and Service — **BID NO: 2026-0121**

BID DATE: December 17, 2025 — **DEPARTMENT: Streets and Maintenance**

Part 4: Sample List with Labor

		Casa Ford INC. dba Casa Ford Lincoln Mercury El Paso, TX	Expressway Autos, LLC dba Viva Ford El Paso, TX
		Bidder 1 of 2	Bidder 2 of 2
ITEM 1	Description:	Mirror Assembly - Right Hand	Mirror Assembly - Right Hand
	Manufacturer Part Number	DG1Z-17682-B	DG1Z-17682-B
	Bidder Part Number	DG1Z-17682-B	DG1Z-17682-B
	Price List Cost (Net)	$304.82	$182.89
	City's Cost (After Discount or Mark-Up) (A)	$228.62	$219.47
	Hourly Labor Rate (Part 3) (B)	$179.95	$165.00
	Total A + B	$408.57	$384.47
ITEM 2	Description:	Mirror Assembly - Left Hand	Mirror Assembly - Left Hand
	Manufacturer Part Number	DG1Z-17683-B	DG1Z-17683-B
	Bidder Part Number	DG1Z-17683-B	DG1Z-17683-B
	Price List Cost (Net)	$402.82	$241.69
	City's Cost (After Discount or Mark-Up) (A)	$302.12	$290.03
	Hourly Labor Rate (Part 3) (B)	$179.95	$165.00
	Total A + B	$482.07	$455.03
ITEM 3	Description:	Brake Sensor	Brake Sensor
	Manufacturer Part Number	GL3Z-13480-A	GL3Z-13480-A
	Bidder Part Number	GL3Z-13480-A	Left Blank
	Price List Cost (Net)	$58.00	$31.90
	City's Cost (After Discount or Mark-Up) (A)	$43.50	$38.28
	Hourly Labor Rate (Part 3) (B)	$179.95	$165.00
	Total A + B	$223.45	$203.28

APPROVED BY: __/s/___

DATE: _1/22/2026_____

CITY OF EL PASO
BID TABULATION

BID ITEM: Ford Parts and Service — **BID NO: 2026-0121**

BID DATE: December 17, 2025 — **DEPARTMENT: Streets and Maintenance**

		Casa Ford INC. dba Casa Ford Lincoln Mercury El Paso, TX	Expressway Autos, LLC dba Viva Ford El Paso, TX
		Bidder 1 of 2	Bidder 2 of 2
ITEM 4	Description:	Rotor Assembly	Rotor Assembly
	Manufacturer Part Number	5C3Z-2C026-CA	5C3Z-2C026-CA
	Bidder Part Number	5C3Z-2C026-CA	5C3Z-2C026-CA
	Price List Cost (Net)	$245.00	$147.00
	City's Cost (After Discount or Mark-Up) (A)	$183.75	$176.40
	Hourly Labor Rate (Part 3) (B)	$179.95	$165.00
	Total A + B	$363.70	$341.40
ITEM 5	Description:	EGR Valve	EGR Valve
	Manufacturer Part Number	8C3Z-9D475-D	8C3Z-9D475-D
	Bidder Part Number	8C3Z-9D475-D	8C3Z-9D475-D
	Price List Cost (Net)	$463.64	$255.00
	City's Cost (After Discount or Mark-Up) (A)	$347.73	$306.00
	Hourly Labor Rate (Part 3) (B)	$179.95	$165.00
	Total A + B	$527.68	$471.00
ITEM 6	Description:	Lower Alternator	Lower Alternator
	Manufacturer Part Number	7C3Z-10346-EA	7C3Z-10346-EA
	Bidder Part Number	7C3Z-10346-EA	7C3Z-10346-EA
	Price List Cost (Net)	$501.82	$276.00
	City's Cost (After Discount or Mark-Up) (A)	$376.37 Bidder's Price: $376.36	$331.20
	Hourly Labor Rate (Part 3) (B)	$179.95	$165.00
	Total A + B	$556.32 Bidder's Price: $556.31	$496.20
Total Group 2 (Items 1 - 6 with labor)		$2,561.78 Bidder's Price: $2,561.77	$2,351.38
Total Group 1 (Items 1 - 5) and Group 2 (Items 1 - 6)		$1,918.35	$1,759.99
Total Group 1 (Items 1 - 5 with labor) and Group 2 (Items 1 - 6 with labor)		$3,897.80 Bidder's Price: $3,897.81	$3,574.99

APPROVED BY: ___/s/___

DATE: _1/22/2026_____

CITY OF EL PASO
BID TABULATION

BID ITEM: Ford Parts and Service — **BID NO: 2026-0121**

BID DATE: December 17, 2025 — **DEPARTMENT: Streets and Maintenance**

	Casa Ford INC. dba Casa Ford Lincoln Mercury El Paso, TX	Expressway Autos, LLC dba Viva Ford El Paso, TX
	Bidder 1 of 2	Bidder 2 of 2
OPTION TO EXTEND THE TERM OF THE AGREEMENT		
THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.		
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S)	X	X
NO OPTION OFFERED		
AMENDMENTS ACKNOWLEDGED:	YES	YES

BIDS SOLICITED: 346 **LOCAL BIDS SOLICITED:** 160 **BIDS RECEIVED:** 2 **BIDS LOCAL:** 2 **NO BID:** 4

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

APPROVED BY: ___/s/___

DATE: _1/22/2026_____

	2026-0121 Ford Proprietary Parts and Service Viewers List		
No.	Participant Name	City	State
1	Construction Reporter	Albuquerque	NM
2	Isa's Reads	El Paso	TX
3	Parts Authority LLC	New Hyde Park	NY
4	Pronto Body Shop	El Paso	TX
5	Shanice Hernandez	El Paso	TX
6	Technical Training Solutions, LLC	Vance	AL
3	The Car Care Pro Collision and Dent repair	El paso	TX
4	Valvoline Inc	Lexington	KY
5	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	El Paso	TX
6	Viva Ford (Expressway Autos, LLC)	El Paso	TX
7	Casa Ford	El Paso	TX
8	Richmond Equipment (Jamie Crandall Equipment Corp.)	Richmond	TX
9	Muncie Transit Supply (Muncie Reclamation and Supply)	Muncie	IN
10	Zeraus Iluminacion	El Paso	TX
11	Delegard Tool of Texas	Houston	TX
12	ELITE FLEET SERVICES (ELITE WASH & DETAIL LLC)	El Paso	TX

Inadequate Competition Survey

2026-0121 Ford Proprietary Parts and Service

Number of views	16	
Sample Size Scale	**17 or less - Contact**	**4**
	18 to 23 - Contact	**5**
	24 to 27 - Contact	**6**
	28 or More - Contact	**25%**
Sample Size Selected	**4**	

Survey Questions:

Please indicate, why you did not respond to our soliciation?	Number of Responses	Pct
Did not receive the Bid Notification (Confirm address on file)		0%
Did not have time to respond		0%
Could not provide competitive pricing		0%
Could not meet the submission deadline		0%
Not interested	2	50%
Does not have equipment	1	25%
Out of business		0%
No response	1	25%
Total	4	100%
Please provide feedback to our Specification	Number of Responses	Pct
Specifications were good or adequate		0%
Specifications were not clear		0%
Could not meet specifications	2	50%
Specifications were limited or closed		0%
Did not receive/no opinion	2	50%
Just needed more time to review.		0%
Did not receive bid notification.		0%
Total	4	100%

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

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

Definitions:

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

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

Contributor / Donor Information:

Full Name	Inez urbina jr
Business Name	Expressway Autos LLC dba viva Ford
Agenda Item Type	Contract Award
Relevant Department	STREETS AND MAINTENANCE

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

[X] I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

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

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____ Date: 12-2-25

File #: 26-0297, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Discussion and action on a Resolution authorizing the Grant Administrator or designee to submit grant application 3007111 for the City of El Paso Police Department project identified as "El Paso 2025 Operation Stonegarden (OPSG)" through the Public Safety Office of the State of Texas, including all related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, and/or terminate the grant which will provide financial assistance to the City of El Paso. In the event of loss or misuse of grant funds, the City of El Paso assures that it will return the funds to the Office of the Governor in full. Requesting $1,291,429.00, no cash match required. Grant period will be from March 1, 2026 - February 28, 2027. [POSTPONED FROM 03-17-2026]

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Police

AGENDA DATE: 3/17/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Asst Chief Humberto Talamantes **PHONE NUMBER:** 1 (915) 212-4309

2nd CONTACT PERSON NAME: Commander Reginald Moton **PHONE NUMBER:** 1 (915) 212-4147

DISTRICT(S) AFFECTED: All Districts

AGENDA ITEM:

A resolution authorizing the Grant Administrator or designee to submit grant application 3007111 for the City of El Paso Police Department project identified as “El Paso 2025 OPSG” through the Public Safety Office of the State of Texas, including all related paperwork, including but not limited to , authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, and/or terminate the grant which will provide financial assistance to the City of El Paso. In the event of loss or misuse of grant funds, the City of El Paso assures that it will return the funds to the Office of the Governor in full. Requesting $1,201,400.00, no cash match required. Grant period will be from March

ISSUE STATEMENT:

Council is being asked to authorize acceptance and implementation of the grant to ensure continued operational presence, intelligence coordination, and deterrence of transnational criminal activity. This approval enables reimbursement of eligible costs, enhances interagency collaboration, and sustains public safety efforts that directly protect our border community.

BACKGROUND:

- Funding will be used to detect, deter, interdiction, intelligence gathering, and public safety anti-terrorism operations.
- OPSG operations will increase law enforcement officers along the border to provide public safety patrols from 03/01/26-09/30/26.
- The El Paso Police Department has received the Operation Stone Garden (OPSG) grant since FY 2009.
- Enhances public safety to our border community by coordinating patrol operations that deter transnational criminal organizations, reduce cross-border crime and improve rapid response capabilities.

COUNCIL OPTIONS:

1. Approve the award as presented.
2. Decline approval and direct staff to return with alternative options.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by a City Council committee.

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

N/A

RELATED CITY POLICIES:

EPPD Procedures Manual, Chapter 3: Police Operations, Custody, and Traffic Enforcement, 344 Operation Stonegarden Grant (OPSG)

PRIOR COUNCIL ACTION:

The City of El Paso Council has been presented this reoccurring grant previously and the El Paso Police Department has received the Operation Stone Garden (OPSG) grant since FY 2009.
The grant application for FY2024 was approved by city council on February 25,2025.The grant application for FY2023 was approved by city council on February 27,2024. The grant application for FY2022 was approved by City Council April 11, 2023, and FY2021 was approved by city council on March 29, 2022.

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

Total estimated award: $1,291,429.00 dollars from the Office of the Governor of the State of Texas.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

A. Resolution
B. Application

FOR MORE INFORMATION:

A/C Humberto Talamantes (915) 212-4309 1594@elpasotexas.gov

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

SIGNATURE: _____

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

REVISED
1:08 pm, Feb 20, 2026

RESOLUTION

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

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

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

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

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

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

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

2. **THAT,** the Grants Administrator is authorized to apply for and submit to the Public Safety Office of the State of Texas, grant application number 3007111, for the City of El Paso Police Department project identified as *Operation Stonegarden FY2025* to provide financial assistance to the City of El Paso.

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

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

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

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

APPROVED this ____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Peter Pacillas
Department Director

Print This Page

Agency Name: El Paso, City of
Grant/App: 3007111 **Start Date:** 3/1/2026 **End Date:** 2/28/2027

Project Title: El Paso-2025 OPSG
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460007499014

Application Eligibility Certify:
Created on:2/3/2026 8:36:33 AM By:OOG Grant Writer

Profile Information

Applicant Agency Name: El Paso, City of
Project Title: El Paso-2025 OPSG
Division or Unit to Administer the Project: City of El Paso Police Department
Address Line 1: 911 N. Raynor
Address Line 2:
City/State/Zip: El Paso Texas 79903-1402
Start Date: 3/1/2026
End Date: 2/28/2027

Regional Council of Goverments(COG) within the Project's Impact Area: Rio Grande Council of Governments
Headquarter County: El Paso
Counties within Project's Impact Area: El Paso

Grant Officials:
Authorized Official
Name: Elda Hefner
Email: rodriguez-hefnere@elpasotexas.gov
Address 1: 300 N. Campbell
Address 1:
City: El Paso, Texas 79901
Phone: 915-212-1795 Other Phone: 915-212-1162
Fax:
Title: Ms.
Salutation: Ms.
Position: Grants Administrator

Financial Official
Name: Elida Puchi
Email: puchie@elpasotexas.gov
Address 1: 300 N Campbell St
Address 1:
City: El Paso, Texas 79938
Phone: 915-212-1729 Other Phone:
Fax:
Title: Ms.
Salutation: --- Select One ---
Position: Accounting Manager

Project Director
Name: Magali Franco
Email: 2699@elpasotexas.gov
Address 1: 911 N. Raynor St.
Address 1:
City: El Paso, Texas 79903
Phone: 915-212-4003 Other Phone: 915-820-8836
Fax: 915-212-0260

Title: Ms.
Salutation: Lieutenant
Position: Lieutenant Auxiliary Support

Grant Writer
Name: Edith Munoz
Email: C2087@elpasotexas.gov
Address 1: 911 N. Raynor
Address 1:
City: El Paso , Texas 79903
Phone: 915-212-4286 Other Phone:
Fax:
Title: Ms.
Salutation: --- Select One ---
Position: Research Assistant

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide homeland security services
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460007499014
Unique Entity Identifier (UEI): KLZGKXNFVTL4

Narrative Information

Overview

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

Primary Mission and Purpose

Operation Stonegarden (OPSG): Supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and local, Tribal, territorial, state, and Federal law enforcement agencies. The OPSG Program funds investments in joint efforts to secure the United States' borders along routes of ingress from international borders to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders.

OPSG Objectives

OPSG is intended to support Border States in accomplishing the following objectives:

- Increase capability to prevent, protect against, and respond to border security issues.
- Increase coordination and collaboration among Federal, state, local, and Tribal law enforcement agencies.
- Continue the distinct capability enhancements required for border security and border protection.
- Provide intelligence based operations through USBP Sector Level experts to ensure safety and operational oversight of Federal, state, local, and Tribal enforcement agencies participating in OPSG operational activities.
- Support requests to the Governor to activate, deploy, or redeploy specialized National Guard Units/Packages and/or elements of state law enforcement to increase or augment specialized/technical law enforcement operational activities.
- Continue to increase operational, material and technological readiness of state, local, and Tribal law enforcement agencies.

Eligibility Requirements

Cybersecurity Training Requirement
Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Government. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

Criminal History Reporting
Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)
Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses
In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

National Incident Management System (NIMS) Implementation
Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Emergency Management Plans (Intermediate Level)
Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Program Income
Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

OPSG Operational Capability
OPSG funds must be used to provide an enhanced law enforcement presence and to increase operational capabilities of Federal, state, local, and Tribal law enforcement, promoting a layered, coordinated approach to law enforcement within the Texas Border Region.

Operational Overtime Costs
OPSG funds should be used for operational overtime costs associated with law enforcement activities, in support of border law enforcement agencies for increased border security enhancement. Costs associated with overtime (OT) shall be reimbursed following the grantee's overtime policy and the requirements as stated below:

a. OT is time actually worked that exceeds the required number of hours during an employee's designated work period.

b. The OT rate will be no more than one-and-one-half (1.5) times the employee's regular pay rate.

c. Exempt salaried employees may not be reimbursed for overtime unless the grantee's overtime policy specifically allows for it.

d. HSGD will only reimburse the grantee for OT that does not exceed a total of 16-hours (regular + OT) worked during any 24-hour period.

Integrated Planning Team
OPSG uses an integrated approach to address transnational criminal activity. Federal, state, local, and Tribal partners are required to establish and maintain an OPSG Integrated Planning Team (IPT) with representation from all participating law enforcement agencies.

Reporting Requirements
Participation in OPSG requires accurate, consistent, and timely reporting of how funds are used and how operations have impacted border security. Each partner agency must identify a single point of contact to represent their agency as a member of the IPT and to coordinate submission of reports. Required reports include:

- **Daily Activity Report** - submit ongoing results and outputs from OPSG operations conducted. A monthly report detailing the daily activities must be submitted to the Border Patrol Sector by 10th day of the following month.
- **After Action Report** - articulates outcomes, outputs, and results for each OPSG operation conducted.

Cybersecurity Self-Assessment
Grantees are strongly encouraged to complete the Nationwide Cybersecurity Review (NCSR). The NCSR is a no-cost, anonymous, annual self-assessment designed to measure gaps and capabilities of state, local, tribal and territorial governments' cybersecurity programs. For more information about the NCSR, visit: https://www.cisecurity.org/ms-isac/services/ncsr/

Coordination
All operational plans should be crafted in cooperation and coordination among Federal, state, local, and Tribal partners. All jurisdictions must coordinate with the USBP Sector Headquarters with geographic responsibility for the jurisdiction's location in developing and submitting an Operations Order to the Governor's Office, Homeland Security Grants Division.

After awards are announced, prospective recipients will re-scope the draft Operations Order and resubmit it as a final Operations Order based on actual dollar amounts awarded. Final Operations Orders will be approved by the appropriate Sector Headquarters and forwarded to Headquarters, Office of Border Patrol, Washington, D.C., before funding is released.

Recipients may not begin operations, obligate, or expend any funds until the final Operations Order has been approved by FEMA Grants Program Directorate and USBP Headquarters.

Operational Cycle
The overarching operational cycle involves three stages; application, concept of operations to formulate a Campaign Plan and one or more tactical operational periods, which are all developed by the IPT.

Campaign Plan and one or more tactical operational periods, which are all developed by the IPT.

Application
Jurisdictions must develop their Operations Order in coordination with state and Federal law enforcement agencies, to include, but not limited to CBP/USBP. Operations Orders that are developed at the county level should be inclusive of city, county, Tribal, State, and other local law enforcement agencies that are eligible to participate in OPSG operational activities. Operations Order details should include the names of the agencies, points of contacts, and individual funding requests. The USBP sector office will forward the application to the Governor's Homeland Security Grants Division for final review before submission to DHS/FEMA.

Concept of Operations to Formulate a Campaign Plan
Participants receiving an award will create and submit an Operations Order that forms a campaign plan and captures the initial, generalized budgetary intent to their IPT. The campaign plan should articulate the participant agency's long-term border security objectives and goals designed to mitigate border security risk. The operations plan will project planned expenditures in the following categories: overtime, equipment, instruction, travel, maintenance, fuel, and administrative funds. Once the operations plan is approved, the area IPT will meet to initiate the last stage in the planning process.

Tactical Operations Plan
Once the participant is ready to conduct operations, the area IPT will begin planning tactical operations. Tactical operations will be conducted on a periodic basis and are composed of six critical elements:

1. A pre-planning meeting with the IPT
2. Specific beginning and end dates
3. Intelligence driven with a nexus to border security
4. Use of targeted enforcement techniques
5. Clearly stated objectives
6. After action meeting

Program Income
Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.
_ I certify to all of the application content and requirements.

Project Summary :
Briefly summarize the project, including proposed activities and intended impact.
The El Paso Police Department will enhance the capability to detect, prevent, and deter Transnational Criminal Organizations' (TCOs) terrorist acts such as; smuggling of contraband, money laundering, and human trafficking. By increasing the presence of officers in the area, leveraging technology for public safety, the probability of detecting illegal activities transiting El Paso will increase. Participation associated with this Tactical Operation will also increase the likelihood of detecting potential terrorists and weapons of mass destruction moving from the immediate border t

major population centers in the US. This funding is designated to enhance cooperation and coordination between Federal, State, and local law enforcement agencies in a joint mission to secure the United States (US) borders along routes of ingress and egress leading to and from the US/Mexico border. OPSG intends to enhance law enforcement preparedness and operational readiness along the land borders of the US. In addition, the program aims to increase coordination and local capability to support DHS. The Department of Homeland Security funds Operation Stonegarden (OPSG) (DHS), led by Customs and Border Protection (CBP) Border Patrol, which supports overtime costs and reimbursement for the operation to state, local, and tribal agencies to enhance border security. Protecting the border from transnational drug trafficking organizations (DTOs) is essential to safeguarding national security, reducing violent crime, and disrupting the flow of illicit drugs and weapons into U.S. communities. These organizations exploit geographic terrain, resource limitations, and information gaps to conduct cross-border smuggling and coordination activities. Leveraging advanced technologies for intelligence gathering enhances real-time situational awareness and improves the ability of law enforcement to detect, track, and interdict criminal activity. Integrating technology with intelligence-led policing and interagency collaboration enables more efficient use of personnel, strengthens investigative capacity, and increases operational effectiveness. Investment in these capabilities directly supports proactive enforcement strategies, improves officer safety, and measurably increases the identification and disruption of transnational criminal networks.

Problem Statement :
Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.
Border communities remain vulnerable to transnational criminal organizations (TCOs) and narcotics distribution networks that exploit rugged terrain, limited visibility, and jurisdictional boundaries to traffic drugs, weapons, and people into the United States. These activities directly threaten public safety in our community by increasing violent crime, overwhelming local law enforcement resources, and destabilizing community security. THIRA/SPR assessments identify gaps in law enforcement presence, intelligence collection, and real-time situational awareness along border corridors used by criminal networks. Traditional patrol strategies alone are insufficient to counter adaptive smuggling tactics that rely on speed, concealment, and technology to evade detection. Increased police presence combined with intelligence-sharing platforms will strengthen core capabilities in border security, interdiction, and information sharing, allowing law enforcement to disrupt criminal networks and enhance safety for border communities.

Existing Capability Levels :
Describe the existing capability levels, including resources that are currently in place to support this project prior to

the use of grant funds.
An Average of 2 supervisors and 6 officers per operation. Approximately 20 operations per month. Operational capabilities have been augmented to include FLIR truck deployments along the border area to assist LEO's in detecting illegal activities during nighttime operations. This addition has seen success in deterring criminal activity and increasing public safety on the roadways adjacent to the border.

Capability Gaps:
Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).
The overtime awarded from the project will allow for the increase of patrol presence in border corridors that will address THIRA/SPR core capabilities for Screening, Searching, and Detection and operation coordination with our regional LEO's along the border to deter cross-border criminal activity and protect public safety.

Impact Statement :
Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.
This project strengthens the operational coordination and intelligence and information sharing core capabilities by increasing law enforcement presence along the border to detect, deter, and interdict transnational criminal activity. Enhanced patrol operations improve situational awareness and reduce response times to border-related incidents, directly supporting interdiction of human smuggling and narcotics trafficking. Coordinated operations with federal partners increase the jurisdiction's ability to disrupt established smuggling routes and prevent crime spillover into border communities. These actions measurably enhance public safety and regional security while supporting national border security objectives.

Homeland Security Priority Actions:
Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. *1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises*.)
Texas Homeland Security Priority Action 1.3.1: In conjunction with federal agencies, conduct unified state and local law enforcement operations to deny the use of the Texas border region to criminal organizations and terrorist, particularly between the ports of entry.

Target Group :
Identify the target group and population expected to benefit from this project.
The City of El Paso and El Paso Police Department.

Long-Term Approach:
Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.
The City of El Paso would not be able to provide enhanced patrols for border security due to major budget constraints. The El Paso Police Department is dependent on Federal and State Grant funding to respond to border security issues/threats.

Project Activities Information

HSGP Instructions for Project Activity Selection

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Border Security	100.00	The collective mission of this project is to conduct high visibility saturation patrols on the local highways, primarily in close proximately to the ports of entries, as well as, off road patrol as a second line of defense to detect/deter, identify, classify, and bring about law enforcement resolution for those involved in criminal activities using routes of egress within the EL Paso County. The El Paso Police Department will utilize an intelligence driven methodology to assess the risks in our AOR (Area of Responsibility) based on the threats and vulnerabilities identified.

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of gang members arrested for felony offenses.	3
Number of miles patrolled by grant-funded officers.	75000
Number of reports submitted - BIARs to a Regional DPS-JOIC (for LBSP) or DARs to US Border Patrol (for OPSG).	200
Number of traffic stops conducted by grant-funded officers supporting the border initiative.	100
Number of weapons seized by grant-funded officers supporting the border initiative.	1

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
Number of adult apprehensions (transferred to USBP custody) made by grant-funded peace officers	0
Number of arrests (felony) made by grant-funded officers supporting the border initiative.	3
Number of arrests (misdemeanor) made by grant-funded officers supporting the border initiative.	3
Number of minor/juvenile apprehensions (transferred to USBP custody) made by grant-funded peace officers	0
Value of all forfeitures (cash and other assets) attributed to grant-funded officers supporting the border initiative.	0

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by going to the **Upload.Files** tab and following the instructions on Uploading eGrants Files.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:
_ Yes
X No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:
_ Yes
X No
_ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?
_ Yes
X No
_ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:
9/1/2026
Enter the End Date [mm/dd/yyyy]:
8/31/2027

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:
Enter the amount (in Whole Dollars $) of Federal Grant Funds expended:
14393769
Enter the amount (in Whole Dollars $) of State Grant Funds expended:
149415096

Single Audit

Applicants who expend less than $1,000,000 in federal grant funding or less than $1,000,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of $1,000,000 or more, or state grant funding of $1,000,000 or more during the most recently completed fiscal year?

Select the appropriate response:
X Yes
_ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:
8/31/2024

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:
X I Certify
_ Unable to Certify

Enter the debarment justification:

FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (HSGD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?
_ Yes
X No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?
_ Yes
X No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).
Position 1 - Name:
Position 1 - Total Compensation ($):
0
Position 2 - Name:
Position 2 - Total Compensation ($):
0
Position 3 - Name:
Position 3 - Total Compensation ($):
0
Position 4 - Name:
Position 4 - Total Compensation ($):
0
Position 5 - Name:
Position 5 - Total Compensation ($):
0

Homeland Security Information

FUND SOURCE INFORMATION AND REQUIREMENTS

DHS Project Type: Enhance capability to support international border and waterway security

Capabilities

Core Capability: Intelligence and Information Sharing

Identify if this investment focuses on building new capabilities or sustaining existing capabilities. : Existing Capabilities (Sustain)

Are the assets or activities Deployable or Shareable: Shareable

___ Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures

_X_Check if these funds will support a project that was previously funded with HSGP funding

Project Management Step Involved:

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

Step: Execute

Description: The period within the project lifecycle during which the actual work of creating the project's deliverabl

is carried out.

Process: Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.

Milestones

Milestone: Begin Tactical Operations Activities; **Completion Date:** 03-31-2026
Milestone: Conclude Tactical Operations Activities; **Completion Date:** 02-28-2027
Milestone: Complete Final Progress Report; **Completion Date:** 03-15-2027

NIMS Resources

___ Check if this project supports a NIMS typed resource

Enter the name of the typed resources from the Resource Type Library Tool:

Enter the ID of the typed resources from the Resource Type Library Tool:

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application
Enter the Year in which the Corporation was Founded: 0
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900
Enter the Employer Identification Number Assigned by the IRS: 0
Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:
Enter the Employer Identification Number Assigned by the IRS:
Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.
Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:
_ Yes
_ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:
_ Yes
_ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:
_ Yes
_ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.
Has the grant agency undergone an independent audit?

Select the appropriate response:
_ Yes
_ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:
_ Yes
_ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.
Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?
_ Yes
_ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?
_ Yes
_ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.
Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:
_ Yes
_ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

_ Yes
_ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Overtime Costs for M&A Staff (M&A)	City of El Paso - Management and administration costs up to $22,335	$22,335.00	$0.00	$0.00	$0.00	$22,335.00	100
Personnel	Operational Overtime for Law Enforcement (Organization)	Enhanced Border Security Operations – El Paso PD (Officers) - Overtime according to local OT policy - With an estimated fringe rate of 24.217% - up to a total of $1,269,094	$1,269,094.00	$0.00	$0.00	$0.00	$1,269,094.00	100

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$0.00	$0.00	$0.00	$0.00	$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Personnel	$1,291,429.00	$0.00	$0.00	$0.00	$1,291,429.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$1,291,429.00	$0.00	$0.00	$0.00	$1,291,429.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
Elected/Appointed Officials: As of March 1, 2021, no portion of the salary of, or any other compensation for, an elected or appointed government official shall be paid with grant funds that are administered by the Office of the Governor, Public Safety Office. Elected or appointed officials include but are not limited to the following: County Judge, County Sheriff, County Constable, City Mayor, Chief of Police, and City Marshal.	2/9/2026 9:58:31 AM		No	No
Operations Order Required: By participating in the OPSG, the state, local, and Tribal agencies agree to conduct operations designed to reduce border-security risk. Tactical operations will be conducted on a periodic basis meeting the criteria outlined below. Tactical operational periods are composed of six critical elements: 1) a pre-planning meeting with the IPT; 2) specified beginning and ending dates; 3) intelligence driven, with a nexus to border security; 4) use of targeted enforcement techniques; 5) clearly stated objectives; and 6) an after-action meeting. A campaign should involve several tactical operational periods. These periods require deliberate on-going planning to ensure command, staff, and unit activities synchronize to current and future operations. Please prepare and submit the next Operations Order. Fund holds on specific budget line items will be released as Operations Orders are approved.	2/9/2026 9:58:46 AM		No	No
Resolution Requirements: Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution with the application to be considered eligible for funding. The resolution must contain the following elements (see Sample Resolution): • Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested; • A commitment to provide all applicable matching funds; • A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant; • A designation of the name and/or title of a financial officer who is given the authority to submit financial and/or performance reports or alter a grant; and • A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.	2/10/2026 3:53:02 PM		Yes	No
This grant must be administered by the Police Department, Sheriff's Office, Constable Precinct, or other Law Enforcement Division/Department within the grantee organization as submitted in the original application. Deviation from the approved budget or project scope requires prior authorization from the	2/10/2026 3:53:08 PM		No	No

Public Safety Office. Failure to comply with this requirement could result in the termination of your grant.				

You are logged in as **User Name**: emunozmo

RECEIVED
By City Clerks at 2:17 pm, Mar 12, 2026

El Paso Police Department

MAYOR
Renard U. Johnson

CITY COUNCIL

District 1
Alejandra Chávez

District 2
Dr. Josh Acevedo

District 3
Deanna M. Rocha

District 4
Cynthia Boyar Trejo

District 5
Ivan Niño

District 6
Art Fierro

District 7
Lily Limón

District 8
Chris Canales

CITY MANAGER
Dionne Mack

TO: Dionne Mack
City Manager

FROM: Peter F. Pacillas
Chief of Police

DATE: 03/12/2026

RE: Operation Stonegarden

Operation Stonegarden

Operation Stonegarden supports enhanced law enforcement operations in border communities.

For the past 16 years, the El Paso Police Department has utilized this grant to support operations focused on:

- Drug trafficking interdiction
- Contraband smuggling detection
- Weapons trafficking prevention
- Currency smuggling enforcement
- Border corridor safety
- Interagency intelligence sharing

These efforts support the City of El Paso's commitment to becoming one of the Safest Cities in America.

Operations

Stonegarden Operations are conducted depending on the amount of grant funds available. Staffing is selected from officers volunteering to work extra duty hours for this assignment. Staffing is normally scheduled as follows:

- 12 -14 officers per operation (usually 3 shifts per op).
- Each shift is staffed with 1 supervisor and 3 – 4 officers.
- The shifts are scheduled as follows:
  - 3 shifts scheduled between the hours of 0400 hrs. – 0200 hrs.
  - 15 Operations per month
  - The Evening Shift is staffed with more personnel than any other shift as it is the busiest of the 3 shifts.
  - The duration of each shift is 8 hours.

Peter F. Pacillas – Chief of Police
Chief Gregory K. Allen Police Headquarters
911 N. Raynor | El Paso, TX 79903
Office (915) 212-4000 | www.elpasotexas.gov/police

El Paso Police Department

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CITY MANAGER
Dionne Mack

- Operations and staffing fluctuate depending on the amount of grant funds available.

Primary Goals of the Grant
The Stonegarden grant supports three core operational goals:

- **Detection**
  - Identify criminal activity related to cross-border smuggling.
- **Prevention**
  - Disrupt criminal networks before contraband reaches the community.
- **Deterrence**
  - Maintain a visible law enforcement presence to discourage criminal activity along key smuggling corridors.

Strategic Focus:
Deterrence
The primary strategy employed by the El Paso Police Department has been Deterrence. Deterrence has been achieved through:

- Directed patrol operations
- High-visibility enforcement
- Targeted interdiction operations
- Coordinated deployments along known smuggling routes

These operations discourage the use of El Paso roadways and areas around the border for criminal trafficking activities.

Border Highway Operational Focus
The Border Highway corridor is a frequently used transport route for smuggling operations. Operational objectives along this corridor include:

- Deterring narcotics trafficking into the community
- Preventing illegal smuggling of contraband
- Detecting weapons and currency smuggling destined for Mexico
- Increasing officer visibility in high-risk areas

Focused patrol operations significantly reduce opportunities for criminal activity.

Pedestrian in the Roadway Safety
The Border Highway has experienced numerous incidents involving pedestrians attempting to cross the roadway. Operational goals include:

- Reducing pedestrian fatalities

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- Preventing dangerous crossings
- Enhancing roadway safety
- Educating and enforcing pedestrian and traffic laws

These efforts protect both residents and migrants from serious injury or death. Investigations and operations are directed by emerging intelligence and drug smuggling trends.

Interagency Collaboration
The El Paso Police Department works closely with the U.S. Border Patrol and partner Law Enforcement agencies. Border Patrol provides:

- Intelligence reports
- Drug smuggling trends
- Route analysis
- Operational analysis

This partnership enables:

- Strategic deployment of resources
- More effective interdiction operations
- Real-time situational awareness

Local State and Federal Coordination
These partnerships support:

- Independent investigations into Drug Trafficking Organizations
- Intelligence sharing
- Coordinated enforcement strategies
- Regional border security efforts

Addressing Cartel Smuggling Methods
Operations supported by the Stonegarden grant also address evolving cartel tactics. Common smuggling methods include:

- Backpack couriers transporting narcotics across the border
- Vehicle-based smuggling operations
- Coordinated pickup and transport networks

Enforcement operations focus on interdicting these activities before narcotics reach the community.

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National Security Considerations
Stonegarden operations also support national security priorities. Efforts include:

- Deterring terrorist organizations from exploiting the border
- Monitor suspicious activity along ingress and egress routes
- Coordinating with federal partners to identify emerging threats

These operations strengthen the overall security posture of the border region.

Community Safety Impact
Stonegarden operations contribute to:

- Reduced drug trafficking activity
- Increased law enforcement visibility
- Safer transportation corridors
- Improved Interagency coordination
- Enhanced intelligence sharing

These efforts directly support the City of El Paso's goal of making El Paso one of the safest cities in America.

Conclusion
For over 16 years, the Stonegarden grant has enabled the El Paso Police Department to:

- Protect the border community
- Interdict illegal narcotics and contraband
- Disrupt criminal organizations
- Strengthen partnerships with federal agencies
- Maintain a proactive deterrence strategy

Through these efforts, the El Paso Police Department continues to enhance public safety and border security.

As the below chart demonstrates, the *latest current* statistics remain relatively low. This is consistent with the deterrence-based approach we have implemented for the past sixteen years. Maintaining this level of enforcement presence is critical to preventing an increase in drug trafficking, contraband smuggling, and related criminal activity along the Border Highway corridor.

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OPSG STATS 09/01/25-02/28/26

MONTH	FELONY ARST	MISD ARST	GANG FELONY ARST	GANG MISD ARST	MILES PATROLLED	BARS/DARS	TRAFFIC STOPS	CITATIONS	WEAPONS SEIZED	Ebrants Prog Rpt	Vehicle Pursuits	Total OT Hours	Prosecution cases	Significant seizures	narcotic cases	Drug/Stolen Veh/UPR	BP AAR
MAR TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
APR TOTAL	0	0	0	0	8206	18	23	12	0	0	0	88	0	0	0	0	0
MAY TOTAL	0	0	0	0	13543	30	56	13	0	0	0	2023	0	0	0	0	0
JUN TOTAL	1	2	0	0	13374	29	52	4	0	0	0	2044	0	0	1	1	0
JUL TOTAL	0	1	0	0	14325	30	74	1	0	0	0	2303	0	0	0	0	0
AUG TOTAL	0	0	0	0	12948	31	62	10	0	0	0	2224	0	0	0	0	0
SEP TOTAL	0	0	0	0	6136	22	25	8	0	0	0	1000	0	0	0	0	0
OCT TOTAL	0	0	0	0	5868	24	40	1	0	0	0	981	0	0	0	0	0
NOV TOTAL	0	0	0	0	5697	23	40	1	0	0	0	938	0	0	0	0	0
DEC TOTAL	0	0	0	0	4682	22	25	2	0	0	0	856	0	0	0	2355	0
JAN TOTAL	0	0	0	0	6015	16	34	1	0	0	0	960	0	0	0	2349	0
FEB TOTAL	0	0	0	0	7691	21	41	2	0	0	1	1328	0	0	0	2593	0
FY TOTAL	1	3	0	0	90276	1871	449	55	0	0	1	14657	0	0	1	7788	0

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This text box is to remind you about the ASL translator service. Do NOT add any info in this space.

REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.



EPPD Operation Stonegarden

Focus of Operations

This text box is to remind you about the ASL translator service. Do NOT add any info in this space.

REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.

The El Paso Police Department has efficiently managed the Stonegarden grant for 16 years. The focus has been on:

- Drug trafficking interdiction and contraband smuggling detection
- Weapons trafficking prevention and illicit currency smuggling enforcement
- Interagency intelligence sharing and Border corridor safety



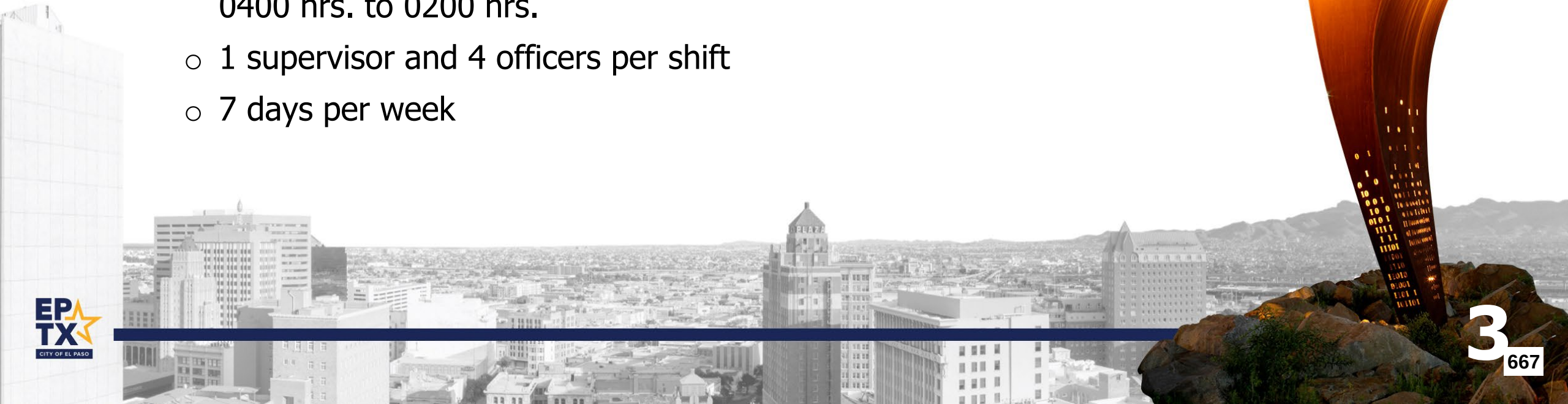
Staffing

The number of Stonegarden Operations conducted is dependent upon the amount of grant funds available:

- On average, 15 operations per month
- Three 8-hour shifts between the hours of 0400 hrs. to 0200 hrs.
- 1 supervisor and 4 officers per shift
- 7 days per week

This text box is to remind you about the ASL translator service. Do NOT add any info in this space.

REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.



Primary Strategies

The Stonegarden grant supports 3 core operational goals:

- Detection
- Prevention
- Deterrence

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Border Highway Operational Focus

This text box is to remind you about the ASL translator service. Do NOT add any info in this space.

REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.

The Border Highway corridor is a frequently used transport route for smuggling operations. Operational objectives include:

- Deterring narcotics trafficking into the community
- Preventing illegal smuggling of contraband
- Detecting weapons and currency smuggling destined for Mexico
- Increasing officer visibility in high-risk areas

Pedestrian in the Roadway Safety

This text box is to remind you about the ASL translator service. Do NOT add any info in this space.

REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.

The Border Highway has experienced numerous incidents of pedestrians attempting to cross the roadway.

Operational goals include:

- Reducing pedestrian fatalities
- Preventing dangerous crossings
- Enhancing roadway safety
- Educating and enforcing pedestrian laws

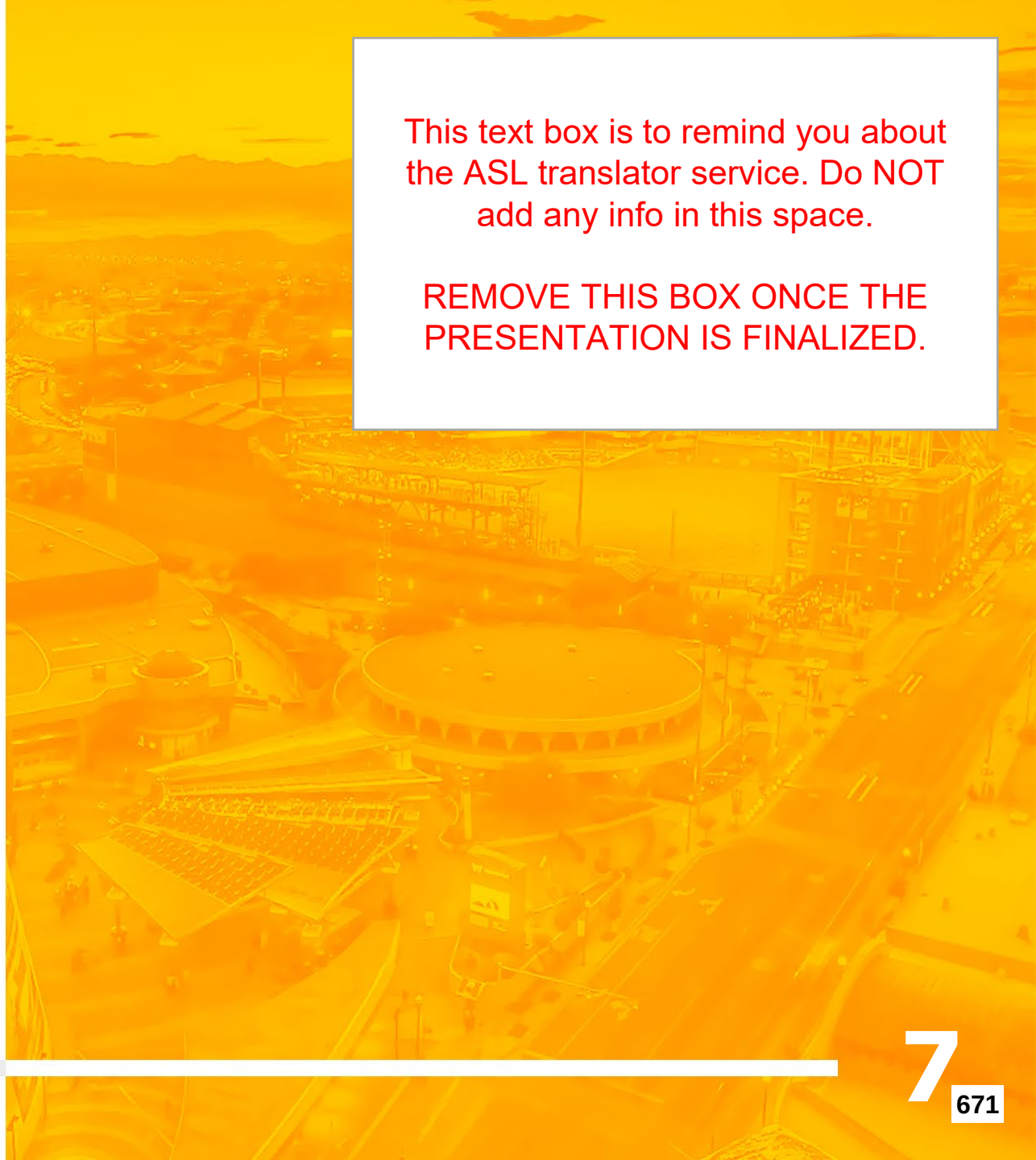
Loop 375 Pedestrian Fatalities 2022-2026		
2022	4	
2023	1	
2024	1	
2025	1	
2026	0	

**The chart above shows a decrease in pedestrian fatalities over 4 years.*

Local, State & Federal Coordination

This text box is to remind you about the ASL translator service. Do NOT add any info in this space.

REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.



These partnerships support:

- Independent investigations into Drug Trafficking Organizations
- Intelligence Sharing
- Coordinated enforcement strategies
- Regional border security efforts

National Security Considerations

This text box is to remind you about the ASL translator service. Do NOT add any info in this space.

REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.

Stonegarden operations also support National Security priorities. Efforts include:

- Deterring terrorist organizations from exploiting the border
- Monitoring suspicious activity along ingress and egress routes
- Coordinating with federal partners to identify emerging threats



Community Safety Impact

This text box is to remind you about the ASL translator service. Do NOT add any info in this space.

REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.

Stonegarden operations contribute to:

- Reduced drug trafficking activity
- Increased law enforcement visibility
- Enhanced intelligence sharing

These efforts directly support the City of El Paso's goal of making El Paso one of the safest cities in America.



Conclusion

This text box is to remind you about the ASL translator service. Do NOT add any info in this space.

REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.

OPSG STATS 03/01/25-02/28/26																	
MONTH	FELONY ARST	MISD ARST	GANG FELONY ARST	GANG MISD ARST	MILES PATROLLED	BAIRS/DARS	TRAFFIC STOPS	CITATIONS	WEAPONS SEIZED	Egrants Prog Rpt	Vehicle Pursuits	Total OT Hours	Prosecution cases	significant seizures	narcotic cases	Drug/Stolen Veh/LPR	BP AAR
MAR TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
APR TOTAL	0	0	0	0	8206	18	23	12	0	0	0	88	0	0	0	0	0
MAY TOTAL	0	0	0	0	13540	30	56	13	0	0	0	2023	0	0	0	0	0
JUN TOTAL	1	2	0	0	13374	29	52	4	0	0	0	2044	0	0	1	1	0
JUL TOTAL	0	1	0	0	14325	30	74	1	0	0	0	2303	0	0	0	0	0
AUG TOTAL	0	0	0	0	12948	31	62	10	0	0	0	2224	0	0	0	0	0
SEP TOTAL	0	0	0	0	6136	22	25	8	0	0	0	1000	0	0	0	0	0
OCT TOTAL	0	0	0	0	5868	24	40	1	0	0	0	981	0	0	0	0	0
NOV TOTAL	0	0	0	0	5697	23	40	1	0	0	0	938	0	0	0	0	0
DEC TOTAL	0	0	0	0	4682	22	25	2	0	0	0	856	0	0	0	2855	0
JAN TOTAL	0	0	0	0	6015	16	34	1	0	0	0	960	0	0	0	2349	0
FEB TOTAL	0	0	0	0	7691	21	41	2	0	0	1	1328	0	0	0	2583	0
FY TOTAL	1	3	0	0	90276	1871	449	55	0	0	1	14657	0	0	1	7788	0

- Protect our border community
- Interdict illegal narcotics and contraband and disrupt criminal organizations
- Strengthen partnerships with federal agencies and maintain a proactive deterrence strategy

File #: 26-0311, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Discussion and action on a Resolution authorizing the Mayor to sign an Interlocal Agreement regarding Operation Stonegarden FY24 between the City of El Paso, the County of El Paso, the City of Anthony, the Town of Horizon City, the City Of Socorro, the Town of Clint, Constable Precinct One, Constable Precinct Four, Constable Precinct Six, San Elizario Marshals, and Texas Department of Public Safety-Aviation Team, for the grant period of September 1, 2024 -August 31, 2027. Approval will allow the El Paso Police Department to accept and administer federal grant funding to enhance coordinated law enforcement patrol operations in support of border security and public safety objectives. [POSTPONED FROM 03-17-2026]

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

REVISED
10:39 am, Mar 04, 2026

DEPARTMENT/COUNCIL OFFICE : Police

AGENDA DATE: 3/17/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Asst Chief Humberto Talamantes **PHONE NUMBER:** 1 (915) 212-4309

2nd CONTACT PERSON NAME: Commander Reginald Moton **PHONE NUMBER:** 1 (915) 212-4147

DISTRICT(S) AFFECTED: All Districts

AGENDA ITEM:

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

ISSUE STATEMENT:

Council is being asked to authorize acceptance and implementation of the Interlocal Agreement Operation Stonegarden FY24 for the grant period of September 1, 2024 - August 31, 2027, to ensure continued operational presence, intelligence coordination, and deterrence of transnational criminal activity. This approval enables reimbursement of eligible costs, enhances interagency collaboration, and sustains public safety efforts that directly protect our border community.

BACKGROUND

- OPSG is federally funded grant program administered through DHS.
- Interlocal Agreement Operation Stonegarden FY24 grant period of September 1, 2024 - August 31, 2027.
- The County of El Paso acts as lead participating agency (acting for itself and all agency parties) for submission of the joint Operations Order to CBP Border Patrol
- Funding will be used to detect, deter, interdiction, intelligence gathering, and public safety anti-terrorism operations.
- OPSG operations will increase law enforcement officers along the border to provide public safety patrols from 03/01/26-02/28/27.
- The El Paso Police Department has received the Operation Stone Garden (OPSG) grant since FY 2009.
- Enhances public safety to our border community by coordinating patrol operations that deter transnational criminal organizations,

COUNCIL OPTIONS:

COMMITTEE REVIEW AND/OR RECOMMENDATION:

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

RELATED CITY POLICIES:

EPPD Procedures Manual, Chapter 3: Police Operations, Custody, and Traffic Enforcement, 344 Operation Stonegarden Grant (OPSG)

PRIOR COUNCIL ACTION:

The City of El Paso Council has been presented this reoccurring grant previously and the El Paso Police Department has received the Operation Stone Garden (OPSG) grant since FY 2009.

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

FOR MORE INFORMATION:

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

SIGNATURE: Humberto Talamantes

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

RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement by and between the County of El Paso, Texas, the City of El Paso, Texas, the City of Anthony, Texas, the Town of Horizon City, Texas, the City of Socorro, Texas, the Town of Clint, Texas, Constable Precinct One, Constable Precinct Four, Constable Precinct Six, San Elizario Marshals, and Texas Department of Public Safety- Aviation Team for the combined reimbursement for all parties of $3,725,851.00 for overtime, equipment, fuel costs, and/or mileage related to operational purposes to state, local, and tribal agencies to secure U.S. borders for the period of September 1, 2024 to August 31, 2027.

APPROVED this ____ day of _____, 2026.

THE CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura Prine
City Clerk

APPROVED AS TO FORM:

_____
Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Peter Pacillas
Chief of Police

26-HQ#6658 | TRAN-632775 | PD
Interlocal Agreement – Operation Stonegarden FY2024
EG

REVISED
10:36 am, Mar 04, 2026

State of Texas
County of El Paso

INTERLOCAL AGREEMENT
Operation Stonegarden FY 2024

This Interlocal Agreement is entered into on May 20th 2024, by and between the County of El Paso, Texas, hereinafter "County," the City of El Paso, Texas, hereinafter "City," the City of Anthony, Texas, hereinafter "Anthony," the Town of Horizon City, hereinafter "Horizon," the City of Socorro, hereinafter "Socorro", the Town of Clint, hereinafter "Clint", Constable Precinct One, Constable Precinct Four, Constable Precinct Six, San Elizario Marshals and Texas Department of Public Safety- Aviation Team. The County is acting on behalf of the El Paso County Sheriff's Office; the City is acting on behalf of the El Paso Police Department; Anthony is acting on behalf of the Anthony Police Department; Town of Horizon City is acting on behalf of the Horizon Police Department; Socorro is acting on behalf of the Socorro Police Department, Clint is acting on behalf of the Clint Police Department, Constable Precinct One is acting on behalf of the Constable Precinct One, Constable Precinct Four is acting on behalf of the Constable Precinct Four, Constable Precinct Six is acting on behalf of the Constable Precinct Six San Elizario Marshals is acting on behalf of San Elizario Marshals and Texas Department of Public Safety - Aviation Team, acting on behalf of the Texas Department of Public Safety.

WITNESSETH:

Whereas, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness;

Whereas, Operation Stonegarden FY 2024 ("OPSG") is funded by the Department of Homeland Security ("DHS") and led by the Customs and Border Protection (CBP) Border Patrol, to support overtime, equipment, fuel costs, and/or mileage reimbursement for operational purposes to state, local, and tribal agencies to enhance border security, cooperation, and coordination between federal, state, and local law enforcement agencies in a joint mission to secure the U.S. borders along routes of ingress and egress leading to and from the U.S./Mexico border;

Whereas, each party is required to separately submit its grant reimbursements to the Office of the Governor and individually handle its own obligations and responsibilities under the OPSG Grant. The County acts as lead participating agency (acting for itself and all agency parties) for submission of the joint Operations Order to CBP Border Patrol;

Whereas, the Office of the Governor specifically provided the City, the County, and other participant agencies with unique identifiers for use of the Homeland Security Information Network (HSIN) reporting system. Beginning with the 2016 OPSG Grant Award, the County was required, acting on behalf of all agencies who are parties herein, to submit and input into the HSIN grants system the information that will be utilized for each agency's daily, monthly, quarterly reports and success stories. However, that has changed and now each participating agencies is required to separately submit their own daily, monthly, quarterly reports, success stories, and semi-annual reports directly to the Criminal Justice Division..

Whereas County is acting on behalf of the El Paso County Sheriff's Office ("EPCSO"),; the City is acting on behalf of the El Paso Police Department ("EPPD"),; Anthony is acting on behalf of the Anthony Police Department ("APD"), Town of Horizon City is acting on behalf of the Horizon Police Department ("HPD"), Socorro is acting on behalf of the Socorro Police Department ("SPD"), Clint is acting on behalf of the Clint Police Department (CPD), Constable Precinct One is acting on behalf of the Constable Precinct One, Constable Precinct Four is acting on behalf of the Constable Precinct Four, Constable Precinct Six is acting on behalf of the Constable Precinct Six ,San Elizario Marshals is acting on behalf of San Elizario Marshals and Texas Department of Public Safety - Aviation Team on behalf of the Texas Department of Public Safety (TOPS), have each agreed to separately submit their own reimbursements for the OPSG Grant to enhance their capability to detect, prevent, and deter crime such as auto theft, burglary, smuggling of contraband/money/aliens/weapons, money laundering, and drug/human trafficking. The parties have also agreed to have the County submit a joint Operations Order to CBP Border Patrol on behalf of all parties;

Whereas, the County on behalf of El Paso County Sheriff's Office ("EPCSO"), the City on behalf of El Paso Police Department ("EPPD"), Anthony, Texas on behalf of the Anthony Police Department ("APD"), Horizon on behalf of Town of Horizon City Police Department ("HPD"), Socorro on behalf of the Socorro Police Department ("SPD"), Clint on behalf of Clint Police Departmnet (CPD), Constable Precinct One Constable Precinct Four is acting on behalf of the Constable Precinct Four, Constable Precinct Six is acting on behalf of the Constable Precinct Six ,San Elizario Marshals is acting on behalf of San Elizario Marshals and Texas Department of Public Safety - Aviation Team on behalf of the Texas Department of Public Safety (TOPS),have each agreed to submit their own daily, monthly, quarterly reports and success stories on each agency's behalf through to the Federal HSIN grants system. All parties have also agreed to send their own semi-annual reports and success stories separately and directly to the Office of the Governor, Criminal Justice Division.

Whereas, with the FY 2024 OPSG grant award, officers performing duties under the OPSG Grant will enhance border security, supporting the OHS mission and the National Border Patrol Strategy; that notwithstanding, the EPCSO, EPPD, APD, HPD, SPD, CPD, Constable Precinct One, Constable Precinct Four and Constable Precinct Six ***will not be involved in immigration enforcement;***

Whereas, such a consolidated effort to reduce crime in the border community will ultimately improve the quality of life for the residents in the combined areas of El Paso, Anthony, Horizon, Socorro, Clint and Texas Department of Public Safety and the County; furthermore, such a consolidated effort is in each party's best interest and that of the public and will increase the effective and efficient functioning of each party; and

Whereas, the County, City, Anthony, Horizon, Socorro, Clint are local governments, and the Texas Department of Public Safety as a state entity, as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this Agreement and have each entered into this Agreement by the action of their respective governing body in the manner prescribed by law.

Now therefore, In consideration of the premises, terms, provisions, and mutual promises contained herein, the parties agree as follows:

No Operations Order will be conducted by state or local law enforcement agencies under the sub-recipient of the County of El Paso until the approval for the funding year has been received by the State Administrative Agency and after the Border Patrol has conducted the post award Integrated Planning Team meeting.

I. Each party will prepare and submit its own reimbursements to the Office of the Governor for funds under FY 2024 OPSG (grant period September 1, 2024 - August 31, 2027). The total amount for all parties combined is $3,725,851.00 as shown on Attachment A, attached hereto and fully incorporated herein by this reference. The FY 2024 OPSG Grant Award allocated funds for each party. The parties agree to use their respective share of this OPSG Grant award only for eligible costs under the FY 2024 OPSG Grant and to comply with all grant requirements. The parties agree they shall not use OPSG funds to supplant inherent routine patrol and law enforcement operations/ activities or to perform other activities not directly related to providing an enhanced law enforcement presence in each of the named cities and in the County.

2.The County will continue to submit a joint Operations Order to CBP Border Patrol for the entire County of El Paso and on behalf of all parties. The City, Anthony, Horizon, and Socorro each agree they will individually comply with the provisions of the FY 2024 OPSO Grant and timely provide to the County any information the County requests or needs to submit this joint Operations Order to CBP Border Patrol under this OPSG Grant.

3. Each participating agency, party, will submit to the Federal grants system each agency's own daily, monthly, quarterly reports and success stories on their behalf. Additionally, each participating agency, party, will separately submit their own semi-annual reports directly to the Office of the Governor. The City, Anthony, Horizon, Socorro, Clint, Constable Precinct One, Constable Precinct 6 and the Texas Department of Public Safety- Aviation Team each agree they will individually comply with the provisions of the FY 2024 OPSO Grant, and any other reporting requirement, and timely provide to the County, if the County requests or needs, any information the County needs to submit any required report.

4. This Agreement shall become effective upon acceptance and signature by all parties and shall remain in effect until the expiration of the FY 2024 OPSG Grant. In the event no OPSG Grant is awarded or funding stops, this Agreement shall end. The Agreement may be terminated by any party or parties, with prior notice to the others, should OPSG Grant requirements, rules, or administration change making this interlocal arrangement unnecessary or impractical.

5. Each party's police/sheriff department shall timely submit its own claims or invoices on their agency letterhead to the Office of the Governor. The following items may be required.

- Officer Daily Activity Report
- Time Detail
- Payroll Register
- OT Certifications signed by Supervisor
- Mileage Logs
- Inventory List
- Before equipment purchases are made, verify from www.SAM.gov that vendors are not on Debarment List.
- Verify the equipment is on the authorized equipment list at hnos://www.rkb.us/lists.cfm

6. Each police/sheriff department's claims or invoices shall account separately for the receipts and expenditures of any and all funds received pursuant to the FY 2024 OPSG Grant. Each police/sheriff/marshal department shall timely submit its own invoices for reimbursement by the State Administration Agency (SAA), which is with the Office of the Governor (OOG) - Criminal Justice Division (CJD).

7. Each party shall maintain and make available for inspection, audit or reproduction, by an authorized representative of the local, state, or federal government, any books, documents, records, and other evidence pertaining to the cost and expenses for this Agreement, hereinafter called "Records." In particular, each police/sheriff department shall maintain financial and supporting documents, statistical records, and any other Records pertinent to the services for which a claim or expense report has been submitted. The Records must be kept for a minimum of three years after the end of the grant period or longer as may be required by law. If any litigation, claim, or audit involving these Records commences before the three yer period expires, the party must keep Records for not less than three years or until all litigation, claims, or audit findings are resolved.

8. The parties each agree to observe all local, federal and state laws, rules, and regulations that in any manner affect or govern the procurement of grant funds or the procurement of goods/services necessary to perform under this Agreement.

9. Each party is responsible for its own actions in providing services hereunder and shall not assume any liability that may arise from performance or nonperformance by any other party.

10. A waiver by a party of any breach of a provision under this Agreement shall not be deemed to be a waiver by any other party or a waiver of any preceding or succeeding breach of the same or any other provision hereof.

11. Each party reserves and does not waive its respective immunity nor any other rights under applicable laws. Any provision of this Agreement that imposes an obligation or restriction, on any party, not permitted by applicable law shall not be enforceable. Therefore, this Agreement is not intended to alter or reallocate any defense or immunity authorized or available to any party under Texas tort or other law.

12. This Agreement is entered into in El Paso County, Texas and venue for the enforcement of this Agreement shall lie in El Paso County, Texas. The laws of the State of Texas shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and performance under it.

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

14. This Agreement may not be assigned by any party in whole or in part.

15. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

16. Should any term or provision of this Agreement be declared invalid by a court of competent jurisdiction, the parties intend that all other terms and provisions of this Agreement should be valid, binding and have full force and effect as if the invalid portion bad not been included. If any word, phrase, clause, paragraph, sentence, part or provision of this Agreement or application thereof to any person, entity, or circumstance shall be held to be invalid or unconstitutional, the remainder of the Agreement shall nevertheless be valid, to the extent practicable.

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

Notice shall be made to:

COUNTY: El Paso County Judge, Ricardo A. Samaniego
El Paso County Courthouse
500 E. San Antonio Ave, Room 301
El Paso, Texas 79901

COPY TO: El Paso County Sheriff's Office
Attention: Oscar Ugarte
3850 Justice Drive
El Paso, Texas 79938

CITY: City of El Paso
Attention: City Manager's Office
300 N. Campbell
El Paso, Texas 79901

COPY TO: El Paso Police Department
Attention: Chief Peter Pacillas
911 N. Raynor
El Paso, Texas 79903

CITY City of Anthony
401 Wildcat Drive
Anthony, TX 79821

COPY TO: Anthony Police Department
Attention: Chief Carlos Enriquez
40 I Wildcat Drive
Anthony, TX 79821

CITY Town of Horizon City
14999 Darrington Road
Horizon, TX 79928

COPY TO: Horizon Police Department
Attention: Chief Marco Vargas
14999 Darrington Road
Horizon City, TX 79928

CITY City of Socorro
670 Poona
Socorro, TX 79927

COPY TO: City of Socorro
Attention: Chief Robert Rojas
670 Poona
Socorro, TX 79927

CLINT Town of Clint
200 E. San Elizario Road
Clint, TX 79836

COPY TO: Clint Police Department
Attention: Chief Robert Fernandez
200 E. San Elizario Road
Clint, TX 79836

Constable Precinct One Constable Precinct One
424 Executive Center, Suite 100
El Paso, TX 79902

COPY TO: County of El Paso
500 E. San Antonio Street
El Paso, TX 79901

Constable Precinct Four Constable Precinct Four
2350 George Dieter Dr.
El Paso, TX 79902

COPY TO: County of El Paso
500 E. San Antonio Street
El Paso, TX 79901

Constable Precinct Six	Constable Precinct Six 190 N. San Elizario Road Deputy Peter J. Herrera Annex Clint, TX 79836
COPY TO:	County of El Paso 500 E. San Antonio Street El Paso, TX 79901
STATE	Texas Department of Public Safety Attn: Stacy Holland 1771 Shuttle Columbia Drive El Paso, TX 79925
COPY TO:	Texas Department of Public Safety Attn: Arturo Mendez Texas Homeland Security- Texas Department of Public Safety 1800 Nueces St Austin, TX 78701

IN WITNESS WHEREOF, said County of El Paso, City of El Paso, City of Anthony, Town of Horizon City, City of Socorro, Town of Clint, Constable Precinct One, Constable Precinct Six and Texas Department of Public Safety-Aviation Team have caused these presents to be executed on their behalf by their respective and duly authorized officials on each date noted below.

[Signatures Follow Attachment "A"]

Administration/Logistics/Budget	Narrative Justification (Computation of Items)		Federal Request
Law Enforcement Operational Overtime ***Over 50% in OT funding needs a Personal Cap Waiver request letter**	EPCSO EPPD APD HCPD SPD CONSTABLE 1 CONSTABLE 4 CONSTABLE 6 SAN ELIZARIO MARSHAL CPD	$858,347.00 $1,108,002.00 $65,668.00 $48,558.00 $64,635.00 $27,687.00 $27,687.00 $27,687.00 $26,040.00 $23,250.00	$2,277,561.00
Fringe Benefits for Law Enforcement	EPCSO EPPD APD HCPD SPD CONSTABLE 1 CONSTABLE 4 CONSTABLE 6 SAN ELIZARIO MARSHAL CPD	$241,882.00 $344,256.00 $14,447.00 $6,312.00 $7,756.00 $7,653.00 $7,653.00 $7,653.00 $3,125.00 $2,790.00	$643,527.00
		Overtime and Fringe Total	**$2,921,088.00**

General Equipment *Justification Letter needed for $100k or more purchases *If more space is needed show total equipment cost and list all equipment in justification section of budget.			$0.00
Special Equipment *Needs Justification Letter			$0.00
Vehicles, Watercraft, other type of vehicles *Needs Justification Letter	EPPD- LE VEHICLE HCPD- LE VEHICLE EP CONSTABLE 1- 1 ATV EP CONSTABLE 4- 1 ATV EP CONSTABLE 6- 1 ATV CPD- 2 ATV	$75,000.00 $90,000.00 $9,498.00 $9,498.00 $9,498.00 $24,000.00	$217,494.00
Regional Capability Building Equipment *Needs Justification Letter			$0.00
		Equipment Total	**$217,494.00**

2025-0377

Mileage Cost			$0.00
Fuel Cost	EPCSO	$29,000.00	$29,000.00
Maintenance Cost	TX DPS AOD EPCSO	$354,600.00 $6,499.67	$361,099.67
Travel, Lodging, and Per Diem			$0.00
State M&A	State can take up to 2.5% of total allocation		$86,812.33
County M&A	EPCSO	$57,800.00	$57,800.00
M&A Payroll and Fringe	EPPD SPD TX DPS AOD	$31,557.00 $3,000.00 $18,000.00	$52,557.00
		Total M&A	$197,169.33
		Total Funding Cost	$3,725,851.00

COUNTY OF EL PASO

BY: Ricardo A. Samaniego
Ricardo A.Samaniego, County Judge

DATE: 05/19/2025

ATTEST: Delia Briones
Delia Briones, County Clerk

Approved as to Form:

Approved as to content:

Oscar Ugarte

El Paso County Sheriff's Office

County of El Paso, Texas

2025-0377

CITY OF EL PASO

BY: _____ **DATE:** _____
Renard U. Johnson, Mayor

ATTEST: _____
Laura D. Prine, City Clerk

Approved as to Form:

Eric Gutierrez
Senior Assistant City Attorney

Approved as to Content:

Chief of Police
El Paso Police Department
City of El Paso

2025-0377

26-HQ#6658 | TRAN-632426 | PD
Interlocal Agreement- Operation Stonegarden FY2024
EG

CITY OF ANTHONY

BY: _____ **DATE:**_____

Approved as to Form:

_____

Approved as to content:

_____

Chief of Police

City of Anthony

2025-0377

CITY OF HORIZON

BY: _____ **DATE:** _____

Approved as to Form:

_____

Approved as to content:

_____

Chief of Police

City of Horizon

2025-0377

CITY OF SOCORRO

BY: _____ **DATE:**_____

Approved as to Form:

_____

Approved as to content:

_____

Chief of Police

City of Socorro

2025-0377

CITY OF CLINT

BY: _____ **DATE:**_____

Approved as to Form:

_____

Approved as to content:

_____

Chief of Police

City of Clint

2025-0377

CONSTABLE PRECINCT ONE

BY: _____ **DATE:**_____

Approved as to Form:

_____

Approved as to content:

_____

Constable Precinct One

County of El Paso, Texas

2025-0377

CONSTABLE PRECINCT FOUR

BY: _____ **DATE:**_____

Approved as to Form:

_____

Approved as to content:

_____

Constable Precinct Four

County of El Paso, Texas

2025-0377

CONSTABLE PRECINCT SIX

BY: _____ **DATE:** _____

Approved as to Form:

_____

Approved as to content:

_____

Constable Precinct Six

County of El Paso, Texas

2025-0377

Texas Department of Public Safety – El Paso Aviation Team

BY: _____ **DATE:**_____

Approved as to content:

_____

Texas Department of Public Safety

Aviation Team

Chief Stacy Holland

2025-0377

File #: 26-0412, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
City Attorney's Office, Karla M. Nieman, (915) 212-0033

AGENDA LANGUAGE:

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

Discussion and action on a Resolution calling for a reaffirmation of the independence of federal grand juries and requesting impartial investigations of allegations involving federal immigration enforcement agencies, specifically related to the recent deaths that have taken place at the immigration facility located on Fort Bliss.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: City Attorney's Office

AGENDA DATE: 4/1/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Karla M. Nieman **PHONE NUMBER:** 915-212-0033

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

DISTRICT(S) AFFECTED:

AGENDA ITEM:

Discussion and action on a resolution calling for a reaffirmation of the independence of federal grand juries and requesting impartial investigations of allegations involving federal immigration enforcement agencies, specifically related to the recent deaths that have taken place at the immigration facility located on Fort Bliss.

ISSUE STATEMENT:

On March 17, 2026, in conjunction with item #24 council directed the City Attorney to prepare for consideration by the City Council at the next practicable City Council Meeting a resolution calling for reaffirmation of the independence of federal grand juries and requesting impartial investigations of allegations involving federal immigration enforcement agencies, specifically related to the recent death of Geraldo Lunas Campos and others that have taken place at Camp East Montana

BACKGROUND:

Follow up Resolution tied to item #24 on the March 17, 2026 council agenda.

COUNCIL OPTIONS:

Approve Resolution

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

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

None

RELATED CITY POLICIES:

None

PRIOR COUNCIL ACTION:

Follow up Resolution tied to item #24 on the March 17, 2026 council agenda.

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

Resolution

FOR MORE INFORMATION:

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

SIGNATURE: _____

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

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

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

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

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

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

WHEREAS, on March 17, 2026, the El Paso City Council approved an agenda item to amend the February 3, 2026 motion to add a directive calling for a reaffirmation of the independence of federal grand juries and requesting impartial investigations of allegations involving federal immigration enforcement agencies; and

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

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

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

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

1. That the City of El Paso respectfully requests that the United States District Court for the Western District of Texas reaffirm to sitting and future federal grand juries their

independence from federal prosecutors and judges, their authority to investigate potential federal crimes, and their ability to consider allegations involving federal agents.

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

PASSED AND APPROVED this ___ day of _____, 2026.

CITY OF EL PASO, TEXAS

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

J. Flores (for)
Karla M. Nieman
City Attorney

HQ26-CC&M-176 | TRAN#2920
Resolution Calling for Reaffirmation of Independence of Federal Grand Juries
KMN

File #: 26-0400, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 3
Airport, Tony Nevarez, (915) 212-7301
Airport, Debbie Olivas, (915) 212-7337

AGENDA LANGUAGE:

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

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

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

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Aviation

AGENDA DATE: 4/1/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Tony Nevarez **PHONE NUMBER:** 915-212-7301

2nd CONTACT PERSON NAME: Debbie Olivas **PHONE NUMBER:** 915-212-7337

DISTRICT(S) AFFECTED: District 3

AGENDA ITEM:

A Resolution that the City Manager, or designee, be authorized to sign an Innovation Factory Agreement by and between the City of El Paso and ASTROSCALE U.S. INC. regarding the following described property:
That certain office and warehouse space containing approximately 210 square feet, more or less, in total, and also known as Innovation Factory, 501 George Perry Blvd., Suite F, for Tenant's exclusive use.

ISSUE STATEMENT:

City council consideration and approval authorizing the City Manager to execute an Innovation Factory Agreement with ASTROSCALE U.S. INC.

BACKGROUND:

This is a new lease request for two offices at the Innovation Factory. The Innovation Factory is owned by the City of El Paso ("COEP") and managed by the El Paso International Airport ("ELP"), and is located at 501 George Perry Blvd. El Paso, TX 79925, built for the purpose of encouraging aerospace, defense, and advanced manufacturing. The lease will generate $4,760.07 annual. The initial term for this lease is five (5) years, with no option to extend.

ASTROSCALE U.S. INC. develops advanced on-orbit servicing and logistics technologies that support satellite operations for national security, civil, and commercial space missions. The company plans to conduct research and development related to these technologies, which aim to improve the safety, sustainability, and efficiency of satellite operations in space. Establishing or expanding these activities in the community could benefit El Paso by supporting high-tech job creation, strengthening the region's

COUNCIL OPTIONS:

1. Approve the resolution to allow the City Manager, or designee, be authorized to sign a Innovation Factory Agreement.
2. Deny the resolution, or direct staff to review and return with revisions

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by a City Council Committee.

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

N/A

RELATED CITY POLICIES:

Advanced Manufacturing Incentive Policy , Approved February 17,2026
El Paso International Airport Leasing Policy, Revised July 15, 2022

PRIOR COUNCIL ACTION:

This is the first City Council Action regarding the new lease.

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

N/A This is a revenue generating item.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

None

NAME	AMOUNT ($)

ATTACHMENTS:

A. E-signed Astroscale, US Lease
B. E-signed Resolution
C. Disclosure of Campaign Contributions Form

FOR MORE INFORMATION:

Tony Nevarez (915) 212-7301 NevarezJA@elpasotexas.gov

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

SIGNATURE: _____

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

RESOLUTION

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

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

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

APPROVED this _____ day of _____ 2026.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Ignacio Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:

for

Juan Antonio Nevarez, CM, AC, IACE
Director of Aviation

HQ 6703 | Tran #25978 | Aviation
ASTROSCALE U.S. INC.- Innovation Factory Agreement- Resolution
IRT

RECEIVED
By City Clerk's Office at 9:41 am, Mar 19, 2026

Innovation Factory Agreement
501 George Perry Blvd.

El Paso International Airport
El Paso, Texas

ASTROSCALE U.S. INC
Tenant

May 1, , 2026
Effective Date

INNOVATION FACTORY AGREEMENT
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ATTACHMENTS:

EXHIBIT "A" -Leased Premises

EXHIBIT "B" - Furnished Office

EXHIBIT "C" –Regulations

EXHIBIT "D" – Federal Aviation Administration Required Provisions

EL PASO INTERNATIONAL AIRPORT

INNOVATION FACTORY AGREEMENT

THIS INNOVATION FACTORY AGREEMENT, ("Agreement" or "Lease"), entered into effective as of the 1st day of May, between the **City of El Paso ("Landlord")** and ASTROSCALE U.S. INC, a Nevada company **("Tenant")**.

WITNESSETH:

WHEREAS, the Municipal Airports Act of the State of Texas (Chapter 22 of the Texas Transportation Code) authorizes municipal airports, as governmental entities, to establish the terms and fix the charges, rentals, or fees for the privileges or services. The charges, rentals, and fees must be reasonable and uniform for the same class of privilege or service and shall be established with due regard to the property and improvements used and the expenses of operation to the local government;

WHEREAS, Landlord owns and operates the El Paso International Airport as depicted in the Airport Layout Plan ("Airport") located in the County of El Paso, Texas;

WHEREAS, Landlord has constructed an Innovation Factory and facilities located on the Airport and has space and facilities available for lease, and Tenant desires to lease space in the Innovation Factory;

WHEREAS, Tenant has indicated a willingness and ability to properly operate, keep and maintain the portion of the Innovation Factory that it leases in accordance with the standards established by Landlord; and

WHEREAS, in furtherance of its authority, Landlord further desires to lease to Tenant certain facilities located at said Airport in accordance with the terms, covenants, and conditions set forth in this Agreement;

WHEREAS, the Landlord has adopted the Advanced manufacturing District Leasing Policy (the "Policy") to promote the growth and development of startups engaged in the advanced manufacturing, aerospace, and defense manufacturing sectors;

WHEREAS, this lease is granted and structured in accordance to the Policy.

NOW THEREFORE, for and in consideration of the mutual covenants, agreements, and conditions contained herein, the parties agree as follows:

ARTICLE I
PREMISES AND PRIVILEGES

Section 1.01 Description of Premises Demised

Subject to and on the terms, conditions, covenants, agreements and undertakings hereinafter set forth, Landlord does hereby demise and lease to Tenant and Tenant does hereby lease from Landlord the following described Premises located in El Paso County, Texas, as follows:

A. That certain office and warehouse space containing approximately 210 square feet, more or less, in total, as shown on Exhibit "A" attached hereto and incorporated herein by reference, and also known as Innovation Factory, 501 George Perry Blvd., Suite F, for Tenant's exclusive use:

1.Offices #118 and #119 Suite F	210 square feet of office space 210 square feet total

(All square footage figures are approximate)

all of which will hereinafter be referred to as the "Premises" or "Leased Premises".

Section 1.02 Right of Ingress and Egress

Landlord hereby grants to Tenant the rights of ingress to and egress from the Premises over and across the public roadways serving the Airport for Tenant, its agents and servants, patrons and invitees, suppliers of service and furnishers of material. Said right shall be subject to such ordinances, rules and regulations as now or may hereafter have application at the Airport.

In addition, the tenant will have the right to use the non-exclusive parking lot near the Leased premises as designated by the Landlord from time to time. The Tenant will abide by all Landlord rules for parking. The right to use the parking spaces is non-exclusive and will be shared with other tenants on a first come first serve basis.

Section 1.03 Restrictions of Privileges, Uses and Rights

Tenant covenants and agrees that it shall use the Premises and common areas as provided in this Lease and the Innovation Factory Regulations ("Regulations") posted on the City website, as updated from time to time in the discretion of the Landlord. For reference purposes the Regulations in effect as of the Effective Date of this Lease are attached to this Lease as Exhibit "C" provided that the Landlord reserves the right to update such regulations at any time, in the Landlord's sole discretion, by posting the updated versions in the City website. No notification is required from the Landlord to the Tenant to update the Regulations. Updated Regulations become effective as of the date of the website posting. Tenant will abide by all updates to the Regulations.

Tenant shall not offer, or permit to be offered, retail services or sales. In connection with the exercise of its rights under this Agreement, Tenant:

A. Shall not do, or permit to be done, anything at or about the Airport or the Premises that may interfere with the effectiveness or accessibility of the water system, drainage and sewage system, fire protection system, security system, fire hydrants and hoses, electrical system, natural gas, or other Airport systems installed or located on or within the Premises or the Airport.

B. Shall not do, or permit to be done, any act or thing upon the Airport or the Premises that will invalidate or conflict with any fire or other casualty insurance policies covering the Airport or any part thereof.

C. Shall not dispose of, or permit any employee, agent, contractor, or other person to dispose of, any waste material taken from, or products used with respect to, its

aircraft or operations into the sanitary or storm sewers at the Airport or any other location on the Airport (whether liquid or solid), including but not limited to Hazardous Materials, unless such waste material or products first be properly treated by equipment installed with the prior written approval of Landlord and all other administrative bodies having appropriate jurisdiction or may remain untreated if wastewater guidelines limitations of the El Paso Water Utilities/Public Service Board are not exceeded.

D. Shall not keep or store hazardous articles and materials including, without limitation, flammable liquids and solids, corrosive liquids, compressed gasses, and magnetized or radioactive materials on the Airport except when all of the following conditions are met: (1) in accordance with standards established by the National Board of Fire Underwriters, any such liquids having a flash point of less than one hundred degrees (100^0) Fahrenheit shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories; (2) said material shall be under the control and care of designated Tenant personnel; (3) said material shall be packaged and handled in compliance with applicable U. S. Department of Transportation, Environmental Protection Agency, or other such applicable regulations for transport and pre-transport of hazardous articles and materials; and (4) storage of hazardous materials shall comply with applicable federal, state, and local laws and regulations including, without limitation, building and fire code provisions. "Director" shall mean the Director of Aviation of the El Paso International Airport or other authorized representative of Landlord.

E. Shall not install fuel storage tanks or pumping facilities for use in fueling any vehicle at the Airport without prior written approval of Landlord, said approval to be at Landlord's sole discretion.

F. Shall not maintain or operate on the Premises or elsewhere at the Airport a cafeteria, restaurant, bar or cocktail lounge for the purpose of selling or dispensing food or beverages to the public or to its employees; nor shall Tenant in any manner otherwise provide for the sale or dispensing of food and beverages at the Innovation Factory and/or Leased Premises.

Section 1.04 <u>Conditions of Granting Agreement</u>

The granting of this Agreement and its acceptance by Tenant are conditioned upon the following covenants:

A. No functional alteration of the Premises shown on Exhibit "A" or functional change in the uses of the Premises shall be made without the specific written consent of Landlord; said consent to be at Landlord's sole reasonable discretion, which shall not be unreasonably withheld, conditioned, or delayed.

B. The right to use public Airport facilities in common with others authorized to do so shall be exercised only subject to and in accordance with the laws of the United States of America and the State of Texas; the rules and regulations promulgated under their authority with reference to aviation and air navigation; and all applicable rules,

regulations and ordinances of Landlord now in force or hereafter prescribed or promulgated by charter authority or by law.

C. Tenant will utilize only the roadways, taxiways, or other direction, path, route, or form of travel Landlord may designate, from time to time, for Tenant's operation and movement on or about the Airport.

ARTICLE II
OBLIGATIONS AND RIGHTS OF LANDLORD

Section 2.01 Quiet Enjoyment

Landlord agrees that upon Tenant's paying rent and performing all of the covenants, conditions, and agreements herein set forth, Tenant shall and may peaceably and quietly have, hold, and enjoy the Premises hereby demised for the term of this Agreement.

Section 2.02 Landlord's Right of Entry

Landlord and persons authorized by Landlord may enter the Premises at all reasonable times upon reasonable advance notice (except in the case of an emergency in which case no prior notice is necessary) for the purpose of inspections, repairs, alterations to adjoining space, appraisals, or other reasonable purposes; including enforcement of Landlord's rights under this Lease. Landlord also shall have the right to enter the Premises at all reasonable times after giving prior oral notice to Tenant, to exhibit the Premises to any prospective tenants or other persons as reasonably determined by the Landlord.

Section 2.03 Condition and Maintenance of Premises.

Landlord shall bear responsibility for the repair, maintenance and replacement of the mechanical systems of the Premises, including but not limited to, electrical, the plumbing system including replacement of major lines, the life-safety systems and the HVAC systems. Landlord shall bear responsibility for the repair, maintenance and replacement of the Structural Elements of the Premises, except for any damage caused by the act or omission of the Tenant, or any agent, employee, invitee, contractor, servant, or subtenant of Tenant, for which damage Tenant shall be responsible. "Structural Elements" shall mean the roof, foundation, load bearing columns and walls, exterior walls, exterior paint, common vehicle parking areas, and the aircraft parking apron. Tenant will be responsible for the maintenance, repair and replacement of Non-Structural Elements within their Leased Premises. "Non-Structural Elements" refers to anything not considered a structural element under this lease within their Premises. The Landlord will be responsible for the Non-Structural Elements in the common area, except for any damage caused by the act or omission of the Tenant, or any agent, employee, invitee, contractor, servant, or subtenant of Tenant, for which damage Tenant shall be responsible.

ARTICLE III
OBLIGATIONS OF THE PARTIES

Section 3.01 Condition and Maintenance of Premises

Except as otherwise provided in this Lease, TENANT ACCEPTS THE PREMISES IN "AS IS" CONDITION. The Landlord makes no representations regarding the suitability of the Premises for any uses by the Tenant.

Section 3.02 Internal Improvements.

A. General. Tenant will not make any alterations or improvements to the Premises without prior written approval of the Director or designee. Approval for improvements remains at the sole discretion of the Director or designee and may be conditioned or denied for any or no reason.

B. Unapproved Improvement Default. In the event of such alteration, erection, placement, or maintenance without approval, Tenant will be considered in default of this Agreement and Landlord may terminate this Agreement in accordance with the provisions set forth in this Lease. In addition to termination, Tenant will be responsible for the costs incurred by the Landlord for removing any unauthorized improvements and/or the costs of restoring the Premises to its prior condition.

C. Title to Improvements. All Leasehold Improvements made to the Premises by Tenant, shall be and remain the property of Tenant until the termination of this Agreement whether by expiration of the term, cancellation, forfeiture or otherwise. Upon the termination of this Agreement, whether by expiration, cancellation, or otherwise, title to such Leasehold Improvements shall vest in accordance with the Paragraph below.

D. Permanent Improvements. All permanent Leasehold Improvements, if any, made by Tenant to the Air Cargo Center, of which the Premises are a part, shall become the property of Landlord upon the expiration, cancellation or early termination of this Agreement; provided, however, that at Landlord's sole discretion, Tenant shall remove all permanent improvements and restore the Premises to the condition existing as of the effective date of this Lease provided that Landlord informs Tenant, in writing, at the time of granting approval that Landlord wants those improvements removed. All improvements other than permanent improvements and all fixtures of a non-permanent nature and all trade fixtures, machinery and equipment made or installed by Tenant may be removed from the Premises at any time by Tenant, subject to Landlord's lawful exercise of its landlord's lien, and to the extent that it does not cause structural or cosmetic damage to the Premises or any other portion of Landlord's Air Cargo Center and facilities.

E. Furnished Offices. The offices will come furnished with 4 office chairs and 4 standing desks, as shown on Exhibit "B".

Section 3.03 Compliance with Laws

Tenant, at Tenant's expense, agrees that in the event it constructs, operates and/or maintains improvements on the Premises, such activities shall be done in accordance with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Landlord or Tenant, with respect to the use, occupation or alteration of the Premises and any improvements thereon. By way of example and not in limitation of the foregoing, the execution of this Lease and approval of Tenant's plans by the Airport shall not preclude the requirement that Tenant obtain all other approvals necessary for development of Tenant's project such as, but not limited to, building permits and certificates of occupancy.

Tenant, at Tenant's expense, specifically agrees to make or cause to be made all such alterations to the Premises, and any improvements thereon, including, without limiting the generality of the

requirements of this sentence, removing such barriers and providing such alternative services, as shall be required by the Americans with Disabilities Act of 1990 and any other laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, which relate to use or occupation of the Premises and any improvements thereon by disabled persons ("Disabilities Laws").

Tenant shall, at Tenant's expense, comply with all present and hereinafter enacted Environmental Laws, and any amendments thereto, affecting Tenant's use, operation, occupation or alteration of the Premises including any improvements thereon.

A. Definitions.

1. "Environmental Laws" means any one or all of the following as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300h et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; and the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including sub-strata land.

2. "Hazardous Material" shall mean all substances, materials and wastes that are, or that become, regulated under or classified as hazardous or toxic under any Environmental Law and all petroleum products, such as gasoline, kerosene, diesel fuel, and the like.

3. "Release" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment.

B. Compliance.

1. Tenant shall not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the Premises, or transported to and from the Premises, by Tenant, its agents, employees, contractors, invitees, or a third party in violation of any Environmental Law; provided, further, that with respect to demolition of Existing Improvements, Tenant shall comply fully with all regulatory requirements, including, but not limited to, those governing asbestos abatement. **Tenant shall indemnify, defend and hold harmless Landlord, its successors and assigns, its employees, agents and attorneys from and against any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs, arising from or**

related to any claim or action for injury, liability, breach of warranty or representation, or damage to persons or property and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, the environment or violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity which are incurred or assessed as a result (whether in part or in whole) of any activity or operation on or discharge from the Premises or any improvements thereon. This obligation includes, but is not limited to, all costs and expenses related to cleaning up the Premises, improvements, land, soil, underground or surface water as required under the law. Tenant's obligations and liabilities under this paragraph shall continue so long as Landlord bears any liability or responsibility under the Environmental Laws for any action that occurred on the Premises or any improvements thereon. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material located on the Premises or any improvements thereon, or present in the soil or ground water on, under or about the Premises.

2. The parties agree that Landlord's right to enforce Tenant's promise to indemnify is not an adequate remedy at law for Tenant's violation of any provision of this Section. Landlord shall also have all other rights and remedies provided by law or otherwise provided in this Agreement.

3. Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Premises or in any improvements thereon or permitted by Tenant results in any contamination of the Premises or any improvements thereon, Tenant shall promptly take all actions at its sole cost and expense as are necessary to return the Premises or any improvements thereon to the condition existing prior to the introduction of any such Hazardous Material to the Premises or in any improvements thereon; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term effect on the Premises or on any improvements thereon.

4. Tenant shall, at Tenant's own cost and expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Government") under the Environmental Laws. Should the Government determine that site characterization, site assessment and/or a cleanup plan be prepared or that a cleanup should be undertaken on the Premises or in any improvements thereon, then Tenant shall, at Tenant's own cost and expense, prepare and submit the required plans and financial assurances, and carry out the

approved plans. At no cost or expense to Landlord, Tenant shall promptly provide all information requested by Landlord to determine the applicability of the Environmental Laws to the Premises or to respond to any governmental investigation or to respond to any claim of liability by third parties, which is related to environmental contamination.

5. Tenant shall immediately notify Landlord of any of the following: (a) any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Premises or Tenant's operation on the Premises, and (b) any change in Tenant's operation on the Premises that will change or has the potential to change Tenant's or Landlord's obligations or liabilities under the Environmental Laws.

6. Intentionally omitted.

7. Nothing in Section 3.03 will make Tenant liable or responsible for, and Tenant shall have no obligations related to any hazardous materials which (i) existed on, under or about the Premises prior Tenant's occupation under this Agreement or any previous lease Agreement with Landlord for the Premises, (ii) which migrate to the Premises from off-site, or (iii) are introduced to the Premises during Landlord or its employees, agents or contractors, or any other person or entity except to the extent caused by Tenant or its employees, agents, contractors or Air carriers.

8. Landlord shall use commercially reasonable efforts to cause its other tenants in the Air Cargo Center to comply with all Environmental Laws.

C. Reporting.

1. At any time that Tenant submits any filing pertaining to its property, operations, or presence on the Airport with any governmental entity (other than the Internal Revenue Service) by way of example but not in limitation, the Federal Aviation Administration (FAA), the Environmental Protection Agency (EPA) or the Texas Commission on Environmental Quality (TCEQ), Tenant shall provide duplicate copies of the filing(s) and all related documents to Landlord.

2. Within ninety (90) days after expiration, termination or cessation of this Lease for any reason, Tenant shall provide a current Phase I environmental site assessment of the Premises prepared in accordance with recognized industry standards; and if, in the opinion of Landlord and based on report findings, the Premises shall require environmental remediation, Tenant shall perform same to return the Premises into a condition equal or better to that as of the effective date of the Lease. Landlord shall provide Tenant access to the Premises as needed in order for Tenant to comply with its obligations pursuant to this Section 3.05(C)(2).

Section 3.04 Utilities

Landlord will provide: Water, sewer, gas, electricity for the Tenant's use, which will be billed to the Tenant in accordance with Section 5.02. Tenant will have access to connect to their own private internet services at the Tenant's own cost.

Section 3.05 Trash, Garbage, Other Refuse, and Pest Control

Landlord shall provide proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all non-hazardous trash, garbage and other refuse. Landlord will bill Tenant for this service in accordance with Section 5.02. Tenant will not dispose of hazardous materials in the receptacles provided. Tenant will be responsible for the disposal of any hazardous materials in accordance to applicable laws. Landlord will provide Pest Control in the common areas of the Innovation Factory.

Section 3.06 Permitted Uses

Tenant covenants and agrees that in no event will it enter into any business activity on the Premises other than those specified in the Regulations.

Section 3.07 Approval of Plans

Approval of any and all improvements, plans, signs, or documents by the Director does not constitute approval of the City or any other local, state, or federal agency. It is specifically understood that the Department of Aviation is only one of numerous departments of the City and that, in addition to obtaining approval of the Director, Tenant shall be required to obtain the approval of other departments as well.

Section 3.08 Authorization to Enter Restricted Area

Tenant understands that all of its agents, employees, servants or independent contractors must be authorized by Landlord to enter restricted areas as defined in Title 14 of the El Paso City Code as amended. Tenant understands that no person authorized to enter a restricted area by virtue of this Agreement may permit any person who is not otherwise authorized to enter a restricted area unless such person is, at all times while in the restricted area, in the company of an authorized person.

Section 3.09 Security

Tenant is familiar with the restrictions imposed on Landlord by 49 CFR Part 1540 and 1542 as amended and agrees to assume responsibility for compliance with said regulations as they relate to access and identification procedures on the Premises. Tenant recognizes that all persons in or on the Premises must comply with federal safety and security requirements.

Section 3.10 Penalties Assessed by Federal Government

Tenant understands and agrees that in the event any federal agency assesses a civil penalty against Landlord for any violation of a federal rule or regulation as a result of any act on part of Tenant, its agents, servants, employees, invitees, or independent contractors, Tenant will, upon invoice, promptly reimburse Landlord in the amount of the civil penalty assessed. Failure to reimburse Landlord within thirty (30) days of receipt of written notice shall be an event of default hereunder.

ARTICLE IV
TERM OF LEASEHOLD

Section 4.01 Term

The "Term" of this Lease will be the Initial Term and any properly exercised Option Period, as provided below. This Lease shall be for an initial term of five years ("Initial Term"), commencing on May 1, 2026 ("Effective Date").

Section 4.02 Option to Extend

Intentionally deleted

Section 4.03 Holding Over

It is agreed and understood that any holding over by Tenant of the Premises at the expiration or cancellation of this Agreement shall operate and be construed as a tenancy from month to month at a rental of one and one-half (1.5) times the then current monthly rental, unless the hold over is caused by the City staff not placing a new agreement with Tenant regarding the Premises at the end of the term of the present Lease on the City Council Agenda on a timely basis in which case the current monthly rental rate shall continue until the new agreement is executed. No receipt or acceptance of money by Landlord from Tenant after the expiration or cancellation of this Agreement or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue or extend the terms of this Agreement, or affect any such notice, demand or suit or imply consent for any action for which Landlord's consent is required or operate as a waiver of any right of the Landlord to retake and resume possession of the Premises.

Section 4.04 National Emergency

In the event that the rights and privileges hereunder are suspended by reason of war or other national emergency, the parties will negotiate in good faith a reasonable resolution of this lease under the circumstances.

ARTICLE V
RENTALS

Section 5.01 Rental

For the purpose of computing the rental payments of this Lease, Landlord and Tenant agree that the Premises comprise the following:

Office Space:	210 square feet total at 22.67 per square foot per annum $4,760.70 per annum

Initially, therefore, the Initial Annual Rent shall be $4,760.70 or $396.73 per month payable in accordance to section 5.04.

Section 5.02 Expenses

In addition to the Rental, the Tenant will be responsible for the Tenant's portion of the shared facility expenses including the utilities, trash removal, maintenance of common areas (including janitorial services, security system maintenance, compressed air system maintenance, and other

common area maintenance), and non-structural repairs and replacements (the "Expense Amount"). The Expense Amount for the First year of this Lease is $1,470.00 or $122.50 monthly. The Tenant will pay the Expense Amount monthly. The Landlord will perform a reconciliation report of the expenses at the end of every Fiscal year. The Tenant will be responsible for any expenses that exceed the Expense Amount, which will be due within 30 days of the invoice. If the expenses are less than the Expense Amount, then the Landlord will credit to the Tenant any over payments. All overpayments will be credited against amounts owed to the Landlord under this Lease. Following the reconciliation every Fiscal year, the Landlord will establish a new Expense Amount and the new amount will be reflected on the new invoice.

Section 5.03 Unpaid Rent, Fees and Charges

Any installment of rent, any fees, or other charges or monies accruing under any provisions of this Lease that are not received by the 30th day of the month in which payment is due, shall bear interest at the rate of 12% per annum.

Section 5.04 Time of Payment

All rental due hereunder shall be paid in twelve (12) equal monthly installments. Said monthly rental payments shall be paid in advance on or before the first day of each and every month during the term or any extension of this Agreement, except as otherwise provided in Section 5.02 above.

Section 5.05 Place of Payment

All payments provided herein shall be paid to Landlord at the following address:

Accounting Division
El Paso International Airport
P.O. Box 971278
El Paso, Texas 79997-1278.

ARTICLE VI
DAMAGE OR DESTRUCTION OF PREMISES

Section 6.01 Damage or Destruction

If the Premises or any portions thereof, or structures of which such space may be a part, be damaged by fire or other casualty not caused by Tenant, Director shall notify Tenant within sixty (60) days whether the space shall be repaired. If the space is to be repaired, it shall be repaired with due diligence by Landlord, and the rental allocable to the Premises rendered untenantable shall be abated for the period from the occurrence of the damage to the completion of the repairs, provided that Landlord will exert its best effort to provide Tenant with temporary substitute space, if available, at such rent as deemed necessary and reasonable by City, until such time as the repairs are completed.

If Director shall fail to notify Tenant of its decision to repair any untenantable Premises within sixty (60) days after the destruction, Landlord will be deemed to have elected to terminate this Agreement as to the space damaged and destroyed, and the Agreement shall automatically terminate as to such space as of the date of the damage or destruction.

Section 6.02 Damage Caused by Tenant

Notwithstanding the provisions of this Article 6, in the event that due to the negligence or willful act or omission of Tenant, its employees, its agents, or licensees, Premises shall be damaged or destroyed by fire, other casualty or otherwise, there shall be no abatement of rent during the repair or replacement of said Premises. To the extent that the costs of repair or replacement shall exceed the amount of any insurance proceeds payable to Landlord by reason of such damage or destruction, Tenant shall pay the amount of such additional costs to Landlord.

ARTICLE VII
INSURANCE AND INDEMNIFICATION

Section 7.01 Commercial General Liability Insurance

Tenant shall obtain and maintain for the term of this Lease, at its own cost and expense, Commercial General Liability Insurance, including contractual liability, in an amount not less than One Million Dollars ($1,000,000.00) combined single limit for bodily injury, property damage and personal liability. policy shall be "per occurrence" and not "claims made and include a waiver of subrogation"

Landlord shall be named as an Additional Insured on all insurance policies, either in the policy itself and reflected on the certificate of insurance and or through an endorsement attached to the policy. Tenant's insurance shall be primary with Landlord's policy being secondary and noncontributory.

All policies shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the Landlord or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

Section 7.02 Commercial Renter's Insurance

Tenant will maintain, throughout the term of the Lease Commercial Renter's Insurance.

Section 7.03 Environmental Insurance

No environmental insurance is required for Tenant as they are not leasing manufacturing space, only offices.

Section 7.04 Workers' Compensation Insurance

If required by law, tenant shall provide proof of Worker's Compensation Insurance not less than minimum statutory requirement by the state in which the Premises is located and in amounts as may be required by applicable statute.

Section 7.05 Indemnification

WITHOUT LIMITING THE GENERALITY OF ANY OTHER INDEMNITY CONTAINED IN THIS AGREEMENT, TENANT AGREES TO INDEMNIFY AND HOLD LANDLORD AND ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, LIABILITIES AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND

REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF OR ATTRIBUTED DIRECTLY OR INDIRECTLY TO THE OPERATION, CONDUCT OR MANAGEMENT OF TENANT'S ACTIVITIES ON THE PREMISES, ITS USE OF THE PREMISES, OR FROM ANY BREACH ON THE PART OF TENANT OF ANY TERMS OF THIS AGREEMENT, OR FROM ANY ACT OR NEGLIGENCE OF TENANT, ITS AGENTS, CONTRACTORS, EMPLOYEES, CONCESSIONAIRES, OR LICENSEES IN OR ABOUT THE PREMISES INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE, OR IN PART, FROM THE NEGLIGENCE OF LANDLORD. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST LANDLORD BY REASON OF ANY SUCH CLAIM, TENANT, UPON RECEIPT OF WRITTEN NOTICE FROM LANDLORD, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO LANDLORD. THE OBLIGATIONS OF TENANT UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR SOONER TERMINATION OF THE LEASE.

Section 7.06 Additional Expenses

The Tenant acknowledges that the expenses under this Article are not included as expenses covered by the Expense Amount and that the Tenant is responsible for these expenses under this Section in addition to the Rental Amount and Expense Amount.

ARTICLE VIII
CONDEMNATION

Section 8.01 Definition

The following definitions apply in construing the provisions of this Agreement relating to the taking of or damage to all or any part of the Premises, or improvements thereon, or any interest in them by eminent domain or condemnation:

A. "Taking" means the taking or damaging, including severance damage by eminent domain or by condemnation for any public or quasi-public use under any statute. The transfer of title may be either a transfer resulting from the recording of a final order in condemnation or a voluntary transfer or conveyance to the condemning agency or entity under threat of condemnation and avoidance proceedings are pending.

B. "Total taking" means the taking of the fee title to all of the Premises and improvements thereon.

C. "Substantial taking" means the taking of so much of the Premises or improvements or both that one or more of the following conditions results:

1. The remaining portion of the Premises and improvements thereon after such taking would not be economically and feasibly useable by Tenant;

2. The conduct of Tenant's business on the Premises would be substantially prevented or impaired; or

3. The portion of the Premises not so taken cannot be so repaired or reconstructed, taking into consideration the amount of the award available for repair or reconstruction, as to constitute a complete rentable structure capable of producing a proportionately fair and reasonable net annual income after payment of all operation expenses including the rent and after performance of all covenants and conditions required of Tenant under this Agreement.

D. "Partial taking" means the taking of a fee title that is not either a total or substantial taking.

E. "Improvements" includes, but is not limited to, all buildings, structures, fixtures, fences, utility installations, parking facilities and landscaping on the Premises.

F. "Notice of intended taking" means any notice or notification on which a reasonably prudent person would rely and which such person would interpret as expressing an existing intention of taking as distinguished from a mere preliminary inquiry or proposal. It includes, but is not limited to, the service of a condemnation summons and complaint on a party to this Agreement. The notice is considered to have been received when a party to this Agreement receives from the condemning agency or entity a notice of intent to take in writing containing a description or map reasonably defining the extent of the taking.

G. "Award" means compensation paid for the taking, whether pursuant to judgment, or by agreement, or otherwise.

H. "Date of taking" means the date that Tenant is required to vacate the Premises pursuant to a final order of condemnation or agreement between the parties hereto.

Section 8.02 Notice of Condemnation

The party receiving any notice of the kind specified below shall promptly give the other party notice of the receipt, contents and date of the notice received:

A. Notice of intended taking;

B. Service of any legal process relating to condemnation of the Premises or improvements; or

C. Notice in connection with any proceedings or negotiations with respect to such a condemnation.

Section 8.03 Rights of Parties during Condemnation Proceeding

Landlord and Tenant shall each have the right to represent its respective interest in each proceeding or negotiation with respect to a taking or intended taking and to make full proof of its claims. No agreement, settlement, sale or transfer to or with the condemning authorities shall be made without the consent of all parties. Each party agrees to execute and deliver to any other party hereto any instrument that may be required to facilitate the provisions of this Agreement relating to the condemnation.

Section 8.04 Taking of Leasehold

Upon a total taking, Tenant's obligation to pay rent and other charges hereunder together with Tenant's interest in the leasehold shall terminate on the Date of Taking. Upon a substantial taking, Tenant may, by notice to Landlord within ninety (90) days after Tenant receives notice of the intended taking, elect to treat the taking as a total taking. If Tenant does not so notify Landlord, the taking shall be deemed a partial taking. Upon a partial taking, this Agreement shall remain in full force and effect covering the balance of the Premises not so taken, except that the rent payable hereunder shall be reduced in the same ratio as the percentage of the area of the Premises taken bears to the total area of the Premises.

Section 8.05 Total Taking

All of Tenant's obligations under the Agreement shall terminate as of the Date of Taking. Upon a total taking, all sums awarded for any Tenant-owned improvements and the leasehold estate shall be disbursed to Tenant. All sums awarded for the Premises, as unencumbered by the Tenant-owned improvements, but subject to the Agreement, shall be disbursed to Landlord.

Section 8.06 Partial Taking

Upon a partial taking, all awards shall be disbursed as follows:

A. To the cost of restoring the improvements on the Premises; and

B. The balance, if any, to Landlord and Tenant as follows: Tenant shall receive all sums awarded for Tenant-owned improvements and the Leasehold estate. Landlord shall receive all sums awarded for the Premises as unencumbered by the improvements but subject to the Agreement.

Section 8.07 Obligations of Tenant under Partial Taking

Promptly after any such partial taking, Tenant, at its expense and in accordance with any awards disbursed in accordance with Section 706, shall repair, alter, modify or reconstruct the improvements on the Premises so as to make them reasonably suitable for Tenant's continued occupancy for the uses and purposes for which the Premises are leased. Notwithstanding the foregoing to the contrary, should there be a partial taking in the last year of the initial term or any renewal term, Tenant shall be relieved of the responsibility to so repair or reconstruct the improvements on Premises as aforesaid by notifying Landlord of its intention to that effect.

Section 8.08 Taking of Temporary Use of Premises and Improvements

Upon any taking of the temporary use of all or any part or parts of the Premises or improvements, or both, for a period of any estate less than a fee ending on or before the expiration date of the term, neither the term nor the rent shall be reduced or affected in any way and Tenant shall be entitled to any award for the use or estate taken. If a result of the taking is to necessitate expenditures for changes, repairs, alterations, modifications or reconstruction of the improvements to make them reasonably suitable for Tenant's continued occupancy for the uses and purposes for which the Premises are leased, after the termination of such taking, Tenant shall receive, hold and disburse the award in trust for such work. At the completion of the work and the discharge of the Premises and improvements from all liens or claims arising therefrom, Tenant shall be entitled to any surplus and shall be liable for any deficiency.

If any such taking is for a period extending beyond the expiration date of the term, the taking shall be treated under the foregoing provisions for total, substantial and partial takings.

ARTICLE IX
ENCUMBRANCES

Section 9.01 Encumbrances

Intentionally deleted.

ARTICLE X
EXPIRATION, CANCELLATION, ASSIGNMENT AND TRANSFER

Section 10.01 Expiration

This Agreement shall expire at the end of the term or any extension thereof.

Section 10.02 Cancellation

Subject to the provisions of Article IX above, this Agreement shall be subject to cancellation by Landlord in the event Tenant shall:

A. Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of ten (10) days after Landlord has notified Tenant in writing that payment was not received when due.

B. File in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of Tenant's property;

C. Make any general assignment for the benefit of creditors;

D. Abandon the Premises while rent is in arrears;

E. Default in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by Tenant, and such default continues for a period of thirty (30) days after receipt of written notice from Landlord to cure such default, unless during such thirty-day period, Tenant shall commence and thereafter diligently perform such action as may be reasonably necessary to cure such default;

F. Be adjudged bankrupt in involuntary bankruptcy proceedings;

G. Be made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of Tenant where such receivership is not vacated within sixty (60) days after the appointment of such receiver; or

In any of the aforesaid events, Landlord may take immediate possession of the Premises including any and all improvements thereon and remove Tenant's effects, forcibly, if necessary, without being deemed guilty of trespassing.

Failure of Landlord to declare this Agreement canceled upon the default of Tenant for any of the reasons set out shall not operate to bar or destroy the right of Landlord to cancel this Agreement by reason of any subsequent violation of the terms of this Agreement.

No receipt or acceptance of money by Landlord from Tenant after the expiration or cancellation of this Agreement or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue, or extend the term of this Agreement, or affect any such notice, demand or suit or imply consent for any action for which Landlord's consent is required or operate as a waiver of any right of the Landlord to retake and resume possession of the Premises.

Section 10.03 Repossessing and Reletting

In the event of default by Tenant hereunder which shall remain uncured after the required notices have been given pursuant to this Agreement, and for such time as provided herein, Landlord may at once thereafter, or at any time subsequent during the existence of such breach or default:

A. Enter into and upon the Premises or any part thereof and repossess the same, expelling therefrom Tenant and all personal property of Tenant (which property may be removed and stored at the cost of and for the account of Tenant), using such force as may be necessary; and

B. Either cancel this Agreement by notice or without canceling this Agreement, relet the Premises or any part thereof upon such terms and conditions as shall appear advisable to Landlord. If Landlord shall proceed to relet the Premises and the amounts received from reletting the Premises during any month or part thereof be less than the rent due and owing from Tenant during such month or part thereof under the terms of this Agreement, Tenant shall pay such deficiency to Landlord immediately upon calculation thereof, providing Landlord has exercised good faith in the terms and conditions of reletting. Payment of any such deficiencies shall be made monthly within thirty (30) days after receipt of notice of deficiency.

Section 10.04 Assignment and Transfer

Tenant is not permitted to assign this Agreement without first obtaining Landlord's written consent; said consent shall not be unreasonably withheld, conditioned or delayed. The foregoing notwithstanding, any person or entity to which this Agreement is assigned to, pursuant to the Bankruptcy Code, 11 U.S.C. 101 et seq., shall be deemed without further act or deed to have assumed all the obligations arising under this Agreement on or after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Landlord an instrument confirming such assumption.

Section 10.05 Subleasing

(a) Tenant shall not sublease all or any part of the Premises.

Section 10.06 Cancellation at Landlord's discretion

The Landlord may cancel this Lease following a 30 calendar day written notice, if the Landlord determines, in its sole discretion, that this lease must be canceled for any of the following reasons: (1) to allow the Landlord to comply with any Federal Aviation Administration or other federal or

state agency requirements, (2) the Landlord requires the Premises for aeronautical purposes, (3) the Landlord requires the Premises for any other municipal or airport purposes in the sole discretion of the Landlord, or (4) default on any incentive agreement, if any, between the City of El Paso and the Tenant related to this lease.

Section 10.07 Cancellation for failure to comply with requirements

If the tenant fails to comply with the requirements of the policy, this lease agreement, or the grant agreement following notice and a 30-calendar day opportunity to cure, then the City may cancel any or all agreements with the tenant, at the landlord's sole discretion, and the tenant will be responsible for repaying any funds granted under the grant agreement and responsible for any amounts under the lease agreement.

Section 10.08 Cancellation by Tenant

Tenant may cancel the lease agreement and grant agreement upon 90 calendar day written notice if the tenant is unable to continue its business operations in accordance to the application approved for grant funds. The notice provided by the tenant must explain the reasons the tenant is unable to continue to operate its business as provided in the application approved for the grant funds. Upon receipt of notification the City may immediately reallocate any funds approved for the tenant.

Section 10.09 Liquidated damages in event of cancellation

In the event that either party cancels the lease agreement, the pre-paid Rent and Expenses shall be used as liquidated damages by landlord.

ARTICLE XI
GENERAL PROVISIONS

Section 11.01 Right of Flight

Landlord reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for the use of said airspace for landing on, taking off from or operation on the Airport.

Landlord reserves to itself, its successors and assigns, for the use and benefit of the public, a continuing right and easement over the Premises to take any action it deems necessary to prevent the construction, erection, alteration or growth of any structure, tree or other object in the vicinity of the runways at El Paso International Airport which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Subpart C of Part 77 of the Federal Aviation Regulations.

Landlord reserves for itself, its successors and assigns the right to prevent any use of the Premises which would interfere with aircraft landing on or taking off from the Airport and the right to prevent any other use of the Premises which would constitute an airport hazard.

Section 11.02 Time Is of the Essence

Time is and shall be deemed of the essence in respect to the performance of each provision of this Agreement.

Section 11.03 Notices

All notices provided to be given under this Agreement shall be given by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

LANDLORD: Director of Aviation
El Paso International Airport
6701 Convair Road
El Paso, Texas 79925-1099

TENANT: Becky Yoder
SVP of Finance and Business Operations
2210 S. Delaware Street
Denver, Colorado 80223

With copy to: The City of El Paso
Attn: Economic and International Development Department
P.O. Box 1890
El Paso, Texas 79950-1890

Any notice so given shall be deemed properly delivered, given, served, or received on the date shown for delivery or rejection on the return receipt. Any party may change the address to which notices shall thereafter be given upon five (5) days prior written notice to all other parties in the manner set forth in this Section.

Section 11.04 Attorney's Fees

If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.

Section 11.05 Agreement Made in Texas

The laws of the State of Texas shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts in El Paso County, Texas.

Section 11.06 General Civil Rights Provision

Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the transferor.

This provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Section 11.07 Compliance with FAA Requirements and Nondiscrimination Requirements

Lessee shall comply with and shall cause its assignees, successors in interest, and any contractor, subcontractor, lower-tier subcontractor, or service provider of Lessee to comply with, to the extent required by applicable law, all provisions of **Exhibit "D"**, **Federal Aviation Administration Required Provisions**, as amended or interpreted by the FAA from time to time, which are incorporated as if fully set forth herein.

Section 11.08 Affirmative Action

Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, and any amendments thereto, and any other federal statutes or regulations applicable to the receipt of federal assistance from the Department of Transportation by local governments for Airport use, or otherwise applicable to persons leasing premises from the City of El Paso, to insure that no person shall, on the grounds of race, color, sex, age, disability or national origin be excluded from participating in or receiving the services or benefits of any program of activity covered by this Subpart. Lessee assures that it will require that its covered sub-organizations (sublessees) provide assurances to Lessor, as set forth herein, that they similarly will undertake affirmative action programs, and that they will require assurance from their sub-organizations (sublessees) to the same effect.

Section 11.09 FAA Order 1400.11

Pursuant to Federal Aviation Administration Order 1400.11, effective August 27, 2013, and because the described premises are located at the El Paso International Airport which is subject to regulation by, among others, the U.S. Federal Aviation Administration, the parties specifically agree to the following:

1. A. Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations set out in Federal Aviation Administration Order 1400.11, Appendix 4, as same may be amended from time to time (the "Acts and Regulations") such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said easement had never been made or issued. [FAA Order 1400.11, Appendix C]

2. A. The Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services

thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Tenant will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations.

B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said easement had never been made or issued. [FAA Order 1400.11, Appendix D]

3. A. During the term of this Lease, Lessee for itself, its successors in interest, and assigns, as a part of the consideration hereof, agrees to comply with the following non-discrimination statutes and authorities.

B. In the event of breach of any of the covenants in this section 3, Lessor shall have the rights and remedies set forth in sections 1 and 2 above, in addition to all other rights and remedies available to it under applicable law. [FAA Order 1400.11, Appendix E]

Section 11.10 Cumulative Rights and Remedies

All rights and remedies of Landlord here enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by Landlord of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

Section 11.11 Interpretation

Words of gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires.

Section 11.12 Agreement Made in Writing

This Agreement contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors in interest.

Section 11.13 Paragraph Headings

The Table of Contents of this Agreement and the captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

Section 11.14 Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 11.15 Successors and Assigns

All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon Landlord and Tenant and their successors, assigns, legal representatives, heirs, executors and administrators.

Section 11.16 Taxes and Other Charges

Tenant shall pay any and all taxes and governmental charges of any kind whatsoever that may be lawfully assessed against Tenant or Landlord, with respect to the Premises, any improvements, equipment, personal property or inventory thereon or Tenant's use and/or occupancy of the Premises, during the term of this Agreement including any extensions or option periods granted thereto. Tenant in good faith may contest any tax or governmental charge; provided that Tenant may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom. The Tenant acknowledges that taxes under this Section are not included as expenses covered by the Expense Amount and that the Tenant is responsible for these expenses under this Section in addition to the Rental Amount and Expense Amount. The Tenant will provide the Landlord written proof of payment of all taxes owed no later than March 30 of each calendar year. In the event that the Central Appraisal District issues a single property/improvement tax bill for the Innovation Factory, the Landlord will prorate such taxes and send an invoice to the Tenant for the Tenant's share of the taxes. The Tenant will pay the Landlord the amount in the invoice within 30 calendar days of receipt of the invoice. The tenant remains responsible for any other taxes on equipment, personal property and/or inventory and will provide proof of payment to the Landlord as provided in this Section.

Section 11.17 Waiver of Warranty of Suitability

LANDLORD DISCLAIMS ANY WARRANTY OF SUITABILITY THAT MAY ARISE BY OPERATION OF LAW. Except as otherwise provided in this Lease, TENANT LEASES THE PREMISES AS-IS AND LANDLORD DOES NOT WARRANT THAT THERE ARE NO LATENT DEFECTS THAT ARE VITAL TO TENANT'S USE OF THE PREMISES FOR THEIR INTENDED COMMERCIAL PURPOSE.

Section 11.18 Waiver of Reliance and Assumption of Risk

TENANT AGREES THAT IT HAS NOT RELIED UPON ANY STATEMENTS MADE BY LANDLORD WHETHER ORAL AND/OR WRITTEN, EXPRESS OR IMPLICIT, NOR ANY OTHER REPRESENTATIONS OF LANDLORD, ITS EMPLOYEES, AGENTS, REPRESENTATIVE, AND CONTRACTORS SIGNING THIS AGREEMENT. TENANT HAS RELIED SOLELY ON ITS OWN INDEPENDENT INVESTIGATIONS AND ANALYSIS AND ON THE OPINIONS OF ITS ATTORNEYS, AGENTS, AND CONTRACTORS IN ENTERING INTO THE LEASE. TENANT HEREBY WAIVES ANY AND ALL RIGHT, WHICH TENANT MAY HAVE TO CLAIM ANY NATURE OF A LIEN OR TO WITHHOLD, ABATE, DEDUCT FROM OR OFFSET AGAINST RENT UNDER THE TEXAS PROPERTY CODE. LANDLORD HEREBY ACKNOWLEDGES THAT WITHOUT SUCH WAIVER, LANDLORD WOULD NOT ENTER INTO THIS LEASE.

Section 11.19 Survival of Certain Provisions

All Provisions of this Agreement which expressly or impliedly contemplate or require performance after the expiration or termination of this Agreement hereunder shall survive such expiration or termination of this Agreement, including without limitation, Section 3.05.

Section 11.20 Authorization to Enter Agreement

If Tenant signs this Agreement as a corporation, Tenant warrants to Landlord that Tenant is a duly authorized and existing corporation, that Tenant is qualified to do business in the State of Texas, that Tenant has full right and authority to enter into this Agreement, and that each and every person signing on behalf of Tenant is authorized to do so. Upon Landlord's request, Tenant will provide evidence satisfactory to Landlord confirming these representations.

Section 11.21 Complete Agreement

This agreement, together with the attachment(s) attached hereto, constitutes the entire agreement among the parties relating to the terms and conditions of the agreement. The parties expressly acknowledge and warrant that there exists no other written or oral understanding, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this agreement confers no rights on any person or business entity that is not a party hereto. This agreement shall not be construed against or unfavorably to any part because of such party's involvement in the preparation or drafting of this agreement.

(*Signatures begin on the following page*)

LANDLORD'S SIGNATURE AND ACKNOWLEDGMENT

IN WITNESS WHEREOF, the parties have hereunto set their hands as of this ____ day of _____, 2026.

LANDLORD: CITY OF EL PASO:

_____
Dionne Mack
City Manager

APPROVED AS TO FORM:

_____
Ignacio Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Juan Antonio Nevarez, CM, AC, IACE
Director of Aviation

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

_____
Notary Public, State of Texas

My Commission Expires:

_____

(Signatures continue on the following page)

TENANT'S SIGNATURE AND ACKNOWLEDGMENT

TENANT: ASTROSCALE U.S. INC.

Becky Yoder
Name: Becky Yoder
Title: SVP Finance & Business Ops

ACKNOWLEDGMENT

THE STATE OF Colorado)
)
COUNTY OF Denver)

This instrument was acknowledged before me on this 17 day of March, 2026 by ~~Faith Underwood~~ Becky Yoder, as ~~Operations Coordinator~~ SVP Finance & Business Ops of (Tenant).

Notary Public, State of

My Commission Expires:
5/1/2028

FAITH UNDERWOOD
Notary Public
State of Colorado
Notary ID # 20244016958
My Commission Expires 05-01-2028

EXHIBIT "A"
LEASED PREMISES

EXHIBIT "A"

LEASED PREMISES

ASTROSCALE U.S. INC

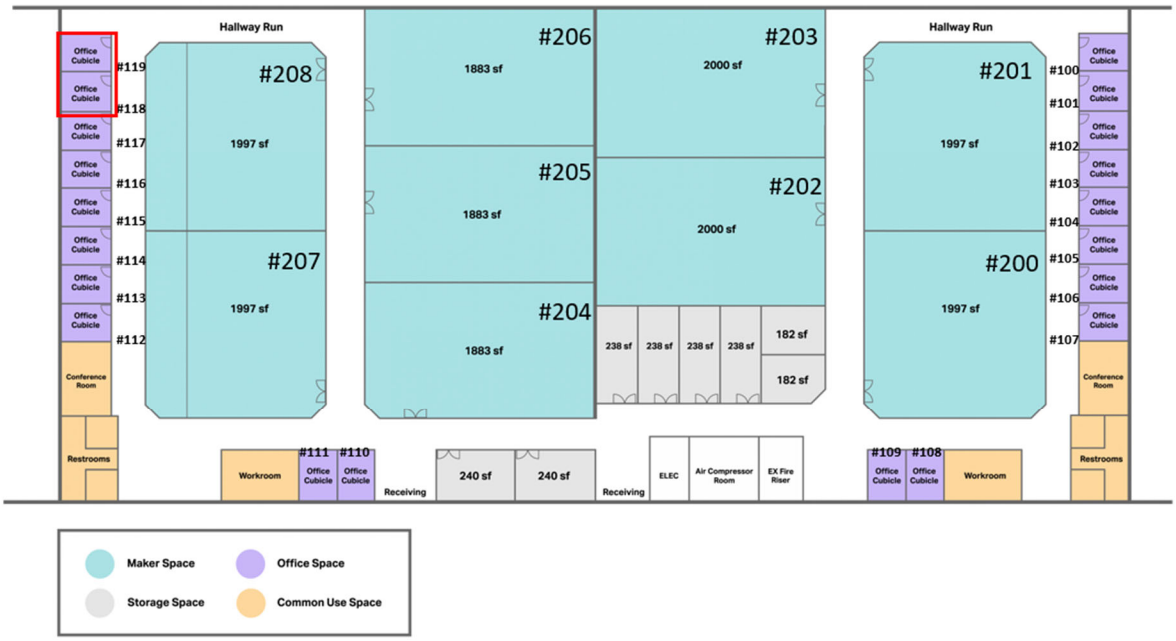


EXHIBIT "B"
FURNISHED OFFICE

EXHIBIT "B"

FURNISHED OFFICES





EXHIBIT "C"
REGULATIONS

EXHIBIT C –- Innovation Factory Building Regulations

All persons leasing or using space at the Innovation Factory must abide by these Innovation Factory Regulations ("Regulations").

1. **Maintenance**. Tenant will maintain all Leased Space and Common Areas in a clean, safe and orderly condition at all times. Tenant will not tamper or attempt to fix any fixtures in the Common Areas and Leased Space. Tenant will report all problems to the Facility Manager or to the after-hours phone line provided by Facility Manager.

2. **Alterations and Improvements.** No alterations or improvements to Leased Space shall be made without the prior Landlord's written approval. Tenant shall not make alterations or improvements to Common Areas.

3. **Tenant's Contractors and Technicians**. All contractors, contractor's representatives and installation technicians performing work in the Building shall be subject to Landlord's prior approval and shall be required to comply with Landlord's standard rules, regulations, policies and procedures, which may be revised from time to time.

4. **Signs**. No signs, advertisements, or notices shall be painted or affixed to windows, doors or other parts of the Building, except those of such color, size, style and in such places as are first approved in writing by Landlord. All tenant identification and suite numbers at the entrance to the Premises shall be installed by Landlord, at Tenant's cost and expense, using the standard graphics for the Building. Except in connection with the hanging of lightweight pictures and wall decorations, no nails, hooks or screws shall be inserted into any part of the Building except by maintenance personnel.

5. **Access to the Building**. Tenants have access to the building 24 hours a day, 7 days a week provided that the Facility Manager is only available Monday through Friday from 8am to 5pm, excluding holidays ("Operating Hours"). In the event of an emergency, Tenant should contact the Facility Manager or the after-hours phone line.

6. **Keys to Main Entrance.** A key or a key card to the entry doors of the Building shall be furnished by Landlord to Tenant at the beginning of occupancy, Tenant shall not make any duplicate keys or key cards. All keys/key cards shall be returned to Landlord at the expiration or early termination of the Lease. Lost or stolen keys/key cards shall be promptly reported to Facility Manager. The tenant will be solely responsible for the cost of replacing any lost, stolen, or damaged keys/key cards and for rekeying the Facility and issuing new keys to other tenants.

7. **Keys to Leased Space**. Tenant is responsible for installing locks on any premises exclusively leased to the Tenant. Tenant will provide a copy of the key(s) to the Landlord.

8. **Right to Enter**. Landlord and persons authorized by Landlord may enter the Building at all reasonable times upon reasonable advance notice (except in the case of an emergency in which case no prior notice is necessary) for the purpose of inspections, repairs, alterations to adjoining space, appraisals, or other reasonable purposes; including enforcement of Landlord's rights under this Lease. Landlord also shall have the right to enter the Premises at all reasonable times after giving prior oral notice to Tenant, to exhibit the Premises to any prospective Tenant or other persons as reasonably determined by Landlord.

9. **Telecommunications**. Tenant shall not use more than its proportionate share of telephone lines and other telecommunication facilities available to service the building. If a tenant requires access to the IT/Electrical room, then the Tenant will notify the Facility Manager and the Facility Manager will provide access to the IT/Electrical room. Tenant will permanently label all of their connections by clearly identifying what the connection is for and the name of the tenant. Tenant will not tamper with another tenant's connections.

10. **Electrical System Capacity**. Tenant shall not install, operate or maintain in the Premises or in any other area of the Building, electrical equipment that would overload the electrical system beyond its capacity for proper, efficient and safe operation as determined solely by Landlord.

11. **Temperature**. The Innovation Factory will be kept at a temperature of 72 degrees Fahrenheit during Operating Hours. Tenants are prohibited from tampering with any thermostats.

12. **Heating and Cooling Devices**. Tenant shall not furnish cooling or heating to the Premises, including, without limitation, the use of electronic or gas heating devices, without Landlord's prior written consent

13. **Trash.** Landlord will provide trash receptacles for the proper disposal of non-hazardous trash and garbage. Tenant will use the designated receptacles. Piling of boxes, cartons, barrels or other similar items in an unsightly or unsafe manner, on or about the Premises shall not be permitted. Tenant will not dispose of hazardous materials in the receptacles provided. Tenant will be responsible for the disposal of any hazardous materials in accordance with applicable laws. Tenant shall not throw away excess food or beverages in trashcans located in the offices to prevent smells within the work environment. Instead, Tenant shall deposit them in the trash cans located in the break rooms.

14. **Deliveries**. Deliveries of furniture, office equipment, or material to and from the Premises shall be made only at the times, in the areas and through the entrances and exits designated by Landlord. Tenant shall not make deliveries to or from the Premises in a manner that might interfere with the use by any other tenant of its premises or of the Common Areas, any pedestrian use, or any use which is inconsistent with good business practice.

15. **Parking.** Unassigned parking at a dedicated zone will be available for tenants and tenant's

guests.

16. **Office Occupancy.** No more than 2 persons may occupy a single office.

17. **Makerspace Use**. Tenant will use makerspaces for manufacturing only. No office use will be allowed in makerspace areas. No storage of materials of any kind is allowed in makerspace areas.

18. **Storage Use**. Tenant will use the storage rooms for the storage of manufacturing materials. No storage of manufacturing materials is allowed in the maker spaces, offices, parking lot, or any other area in the Innovation Factory or outside.

19. **Conference Rooms.** Conference rooms must be booked in advance through Facility Manager.

20. **Break Rooms.** Tenant shall not leave any unwashed dishes or utensils in the break rooms. Tenant will store dishes, utensils, food and beverages in the appropriate areas in the break room. Labeling food & beverage items stored in the pantry and fridges is highly recommended. Ensure food and beverages stored are properly packaged. Fridges will be cleared every Friday.

21. **Hazardous Materials**. All use and storage of hazardous materials must comply with all environmental laws. Tenant will only store hazardous materials in a storage space and can only store materials disclosed in application. A list of hazardous materials will be updated by the tenant and provided to Facility Manager every 6 months. Tenant shall immediately report any spills of hazardous material to Facility Manager. Tenant remains responsible for the proper cleaning of hazardous materials spills in accordance to applicable environmental laws.

22. **Guests.** Tenant must be present while Tenant's guest is invited to visit the space. No other individual other than those stated on the Lease are allowed to utilize a key to the Building's entry doors. Tenant will not be allowed to have guests/individuals not authorized via the lease agreement to utilize any workspaces. Casual guests and visitors are not permitted outside of Regular Hours. Only Tenant's clients or professional contacts are welcome after Operating Hours. Children are allowed in the workplace on a case-by-case basis and must be accompanied by an adult at all times. Children under the age of fifteen are not allowed in the makerspace areas.

23. **Conduct.** Tenant shall not: (1) make or permit any improper, objectionable, or unpleasant noises or odors in the Building, or otherwise, interfere in any way with other Tenant or persons having business with them; (2) conduct or permit other activities in the Building that might, in Landlord's sole opinion, constitute a nuisance.

24. **Prohibited Conduct.** Tenant and Tenant's guests may not engage in criminal conduct,

regardless of whether or where arrest or conviction occurs. Tenant and Tenant's guests may not behave in a loud or obnoxious manner; or disturb or threaten the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the Innovation Factory. Theft or on-premise criminal acts of any nature will result in immediate termination of the agreement by the Landlord without a refund of the deposit. Vaping, smoking, drugs of any type, and alcoholic beverages are not permitted inside Innovation Factory.

25. **Animals.** No animals, except those assisting handicapped persons, shall be brought into the Building or kept in or about the Premises.

26. **Valuable Personal Items**. We recommend locking up items of value including but not limited to valuable personal items and technology items - laptop, charger, mouse, mouse pad, etc.

27. These regulations are designed and implemented to ensure that all tenants have a seamless, productive, and professional atmosphere to work in and thrive. Regulations may be edited or added as needed. Tenant will be afforded one warning. The tenant and users agree that the contravention of such regulations can result in immediate removal from leased premises and/or immediate termination of tenancy, without return of security deposit. Failure by a tenant to abide by these Regulations is grounds for termination of the tenant's lease.

EXHIBIT "D"
FEDERAL AVIATION ADMINISTRATION REQUIRED PROVISIONS

Exhibit "D"
Federal Aviation Administration Required Provisions

A. General Civil Rights Clause.

1. In all its activities within the scope of its airport program, Lessee agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If Lessee transfers its obligation to another, the transferee is obligated in the same manner as Lessee.

2. The above provision obligates Lessee for the period during which the property is owned, used or possessed by Lessee and the Airport remains obligated to the Federal Aviation Administration.

B. Compliance with Nondiscrimination Provisions. During the performance of this Lease, Lessee, for itself, its assignees, and successors in interest (hereinafter collectively referred to as "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Lease.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Agreements, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Lessor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to Lessor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, Lessor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as Lessor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request Lessor to enter into any litigation to protect the interests of Lessor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

C. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients,

sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. 74087 (2005));

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

D. Transfer of Real Property Acquired or Improved Under the Airport Improvement Program.

1. Lessee for itself, its, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: In the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. In the event of breach of any of the above Nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

E. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

1. Lessee, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee will use the premises in compliance with all other requirements

imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

2. With respect to the Lease, in the event of breach of any of the above Non-discrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

Subcontracts. Lessee agrees that it shall insert in any subcontracts the clauses set forth in paragraphs (A) through (E) above and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. Lessee shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (E).

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

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

Definitions:

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

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

Contributor / Donor Information:

Full Name	
Business Name	Astroscale U.S. Inc.
Agenda Item Type	Business Incentives
Relevant Department	Redevelopment

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

☑ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

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

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: Becky Yoder Digitally signed by Becky Yoder Date: 2026.03.17 12:47:27 -06'00' Date: 03/17/2026

File #: 26-0415, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 3

Economic and International Development, Bill Allen, (915) 212-0094

AGENDA LANGUAGE:

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

Discussion and action on a Resolution authorizing the City Manager to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between the City of El Paso ("City") and Astroscale U.S. Inc., a Nevada corporation ("Applicant"), an advanced on-orbit servicing and logistics company proposing to establish operations in El Paso and create 16 full-time jobs, in consideration the City shall provide grant payments for Lease Rental Cost (via Texas Economic Development Fund) and a Skills Training Grant (via Impact Auxiliary Fund) in an amount not to exceed *$22,300.00* over the term of the Agreement, subject to a five (5)- year period and annual compliance and performance verification in accordance with the terms of the Agreement.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Economic & International Development

AGENDA DATE: 4/1/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Bill Allen **PHONE NUMBER:** 915.268.5194

2nd CONTACT PERSON NAME: Karina Brasgalla **PHONE NUMBER:** 915.212.0094

DISTRICT(S) AFFECTED: 3

AGENDA ITEM:

Discussion and action on a Resolution authorizing the City Manager to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between the City of El Paso ("City") and Astroscale U.S. Inc., a Nevada corporation ("Applicant"), an advanced on-orbit servicing and logistics company proposing to establish operations in El Paso and create 16 full-time jobs, in consideration the City shall provide grant payments for Lease Rental Cost (via Texas Economic Development Fund) and a Skills Training Grant (via Impact Auxiliary Fund) in an amount not to exceed $[illegible] over the term of the Agreement, subject to a five (5) year period and annual compliance and

ISSUE STATEMENT:

City Council is asked to approve the Chapter 380 Incentive Agreement in support of Astroscale US, Inc. a company working in the key industry sector of aerospace and defense. The proposed Agreement would provide incentives for a 5-year lease at the Innovation Factory via the TExas Economic Development (TED) Fund and skills training grant for up to 16 employees via the Auxiliary Impact Fund. The Agreement meets the recently adopted Advanced Manufacturing District Incentive Policy ("AMD Policy").

BACKGROUND:

The West Texas Aerospace and Defense Coalition was selected by the Economic Development Administration for participation in the Build Back Better Regional Challenge. The City and UTEP were awarded $40 million to develop the Advanced Manufacturing District at the El Paso International Airport and provide a system of supportive infrastructure, services and resources to: 1) attract small and medium manufacturers into aerospace and defense markets; 2) incubate manufacturers focused on these markets and advanced manufacturing; 3) train the local workforce in advanced skills and technologies that lead to quality jobs; and 4) make El Paso and the region a destination for investment in aerospace and defense and advanced manufacturing at the El Paso International Airport.

COUNCIL OPTIONS:

1. Approve the resolution as presented
2. Decline approval and direct staff to renegotiate.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not review by a City Council committee.

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

Not applicable

RELATED CITY POLICIES:

Chapter 380 Incentive Policy

PRIOR COUNCIL ACTION:

No prior council action

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

$22,300.00 funded by the TED fund on the lease component and Impact / Auxiliary on the skills training grant

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

None

NAME	AMOUNT ($)

ATTACHMENTS:

Resolution, Chapter 380 agreement, Innovation lease document

FOR MORE INFORMATION:

Bill Allen 915.268.2164 allenb@elpasotexas.gov

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

SIGNATURE: _____

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

RESOLUTION

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

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

APPROVED THIS _____ DAY OF _____ 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Karina Brasgalla, Director
Economic & International Development

STATE OF TEXAS)
)
COUNTY OF EL PASO)

CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This Chapter 380 Economic Development Program Agreement ("Agreement") is made this ___ day of _____, 2026 ("**Effective Date**") between the **CITY OF EL PASO, TEXAS** a Texas home-rule municipal corporation, (the "**City**") and **ASTROSCALE U.S. INC.,** a Nevada corporation (the "**Applicant**"), for the purposes and considerations stated below. The City and Applicant may hereinafter be collectively referred to as the *Parties* and individually as the *Party*.

WHEREAS, Article 3, Section 52A, Texas Constitution, authorizes the Legislature to enable cities to implement programs for the public purposes of economic development under which cities and counties may provide financial incentives for the purposes of stimulating local economic development and business and commercial activity in the City; and

WHEREAS, Section 380.001, Texas Local Government Code ("Chapter 380"), authorizes the City Council of the City to establish and provide for the administration of one or more programs in order to stimulate business and commercial activity in the City including, but not limited to, programs for (i) making loans and grants of public money to promote local economic development, (ii) accepting contributions, gifts and other resources to develop and administer a program; and

WHEREAS, the City has established an economic development program and, pursuant to Chapter 380, is authorized to provide loans or grants of public funds as a governmental function to promote economic development, including the creation and retention of jobs, stimulating of business and commercial activity, and expansion of the tax base within the City of El Paso and surrounding region; and

WHEREAS, the City wishes to provide incentives to the Applicant, pursuant to Chapter 380, for the performance of the Project located on the real property at *501 George Perry Blvd., Office #118 and #119, El Paso, Texas 79935,* more fully described below and in *Exhibit A* attached hereto (the "Project"), and the Applicant wishes to receive the incentives in exchange for compliance with the obligations set forth herein; and

WHEREAS, the City determines that a grant of funds to Applicant will serve the municipal purpose of promoting local economic development and enhancing business and commercial activity within the City and region; and

WHEREAS, the Project will likely encourage increased economic development within the City and region, provide increases in the City's property tax revenues, and improve the City's ability to provide for the health, safety and welfare of the general public within and around of El Paso, Texas; and

WHEREAS, the City finds that this Agreement embodies an eligible *program* and promotes economic development within and around the El Paso, Texas, and, as such, meets the

requirements under Chapter 380 of the Texas Local Government Code and further is in the best interests of the City.

NOW, THEREFORE, for and in consideration of the above recitals and the terms and conditions set forth below, the mutual benefits and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

SECTION 1. DEFINITIONS.

The following terms shall have the following meanings when used in this Agreement.

A. **Agreement.** The term *Agreement* means this Chapter 380 Economic Development Program Agreement, together with all exhibits attached and incorporated herein by reference.

B. **Applicant.** The term *Applicant* means **ASTROSCALE U.S. INC.**

C. **Effective Date.** The term *Effective Date* means the date the El Paso City Council approves the Agreement.

D. **Full-Time Employment**. The term *Full-Time Employment* means a job in El Paso requiring a minimum of 1,820 prorated hours of work in a year and which:

1. Is created and/or retained by the Applicant with the employee being actively employed and on the Applicant's payroll as of the last day of the reporting year;

2. Employee maintains employment with a requirement to work an average of at least 35 hours per week, calculated as Total Hours Worked ÷ Number of Weeks Worked =35 or more hours worked per week;

3. Has full company benefits, including company-paid health insurance (Employee must not be required to pay more than fifty percent (50%) of the premium) with such jobs being located at the Project, within City Of El Paso, Texas. These requirements are more completely described in Exhibit C, which is attached hereto and incorporated herein for all purposes.

E. **Grant.** The term *Grant* means each annual payment to the Applicant under the terms of this Agreement computed as the sum of the applicable grants: Lease Rental Costs and Skill Training. For the purpose of this Agreement, the aggregate Grant payments will not exceed $22,300.00. Each Grant shall be paid to Applicant within 90 days after the City receives Applicant's associated Grant Submittal Package for the subject year.

F. **Grant Submittal Package.** The term *Grant Submittal Package* means the documentation required to be supplied to City as a condition of receipt of any Grant, with such documentation more fully described in Exhibit D, which is attached hereto and incorporated herein for all

purposes.

G. **Lease Rent Cost.** The term *Lease Rent Cost* means a reimbursement from the City in an aggregate amount of $6,300.00 to be disbursed in payments of $1,260.00 annually for five years for the costs associated with lease rent expenses for Office 118 and Office 119. The Lease Rental Cost is for rent charged by the El Paso International Airport at the Project's location per that certain Lease Agreement attached as Exhibit E to this Agreement. The Grant is limited to Lease Rental Costs associated specifically with the Lease Agreement and being paid by and charged to the Applicant as it pertains to that certain Lease Agreement at the Project's location as defined in this Agreement. However, at the reasonable discretion and approval by the Director of the City's Economic and International Development Department, the Applicant may qualify for Lease Rental Costs at the El Paso International Airport's Advance Manufacturing District ("AMD") or other locations within the City. No other costs associated with the Lease Agreement, including but not limited to costs for damages, incidental expenses, late fees, penalties, or any other related expenses, shall be covered under this Agreement. Notwithstanding the foregoing, Applicant may terminate this Agreement for convenience, with no obligation to repay Grant amounts already received from the City, if after discussions with the City, the City plans to increase rent above the amounts set forth in Exhibit B attached hereto.

H. **Municipal Purpose.** The term *Municipal Purpose* shall mean or otherwise include one or more of the following:

(i) the funding of maintenance and operations expenditures of the City; and

(ii) the funding of debt service on lawfully incurred obligations of the City; and

(iii)the funding of any economic development grants or performance, incentive, or tax sharing agreements made in compliance with Chapter 380 of the Texas Local Government Code or other applicable law; or

(iv)any capital improvement project or other lawful municipal purpose authorized under Texas law that the City otherwise determines is necessary and appropriate.

I. **Program.** The term *Program* means the economic development program established in accordance with the Chapter 380 Economic Development Policy pursuant to the Act designed to promote local economic development and stimulate business and commercial activity within the City.

J. **Project.** The term *Project* means the Project Description set forth in *Exhibit A* hereto, aspects of which are be performed at the real property leased by Applicant located at *501 George Perry, Office #118 and Office #119, El Paso, Texas 79925.*

K. **Skills Training Grant**. The term *Skills Training Grant* means a reimbursement from the City in an aggregate amount not to exceed $16,000.00, based on a reimbursement amount

of $1,000.00 per eligible Full-Time Employment position, as defined in Section 1.D Full-Time Employment of this Agreement and subject to the employment requirements set forth in Exhibit D, for up to 16 positions. Reimbursement shall be provided for costs associated with training materials, training equipment, monthly training classes and certifications.

SECTION 2. TERM AND GRANT PERIOD.

The term of this Agreement shall be the lesser of: (i) the lease term (including any renewals) relating to the Development to be located at the Development property; (ii) *6* years from the Effective Date of the Agreement; (iii) the full payment of the Grant by the City to the Applicant, as limited by the Agreement; (iv) termination of the Agreement as otherwise provided by said agreement; or (v) termination by mutual consent of the Parties in writing ("Term").

The Effective Date of the Agreement shall be the date upon which City Council approves the Agreement. However, the Applicant's eligibility for Grant payments shall be limited to *5* consecutive years (the "Grant Period") within the Term of the Agreement.

SECTION 3. OBLIGATIONS OF APPLICANT.

A. <u>PROJECT</u>

1. Applicant plans to conduct aspects of Project Description set forth in *Exhibit A* hereto at the location set forth in the Lease Agreement..

2. Concurrently with execution of this Agreement, the Parties City shall negotiate terms of a Lease Agreement for the real property at *501 George Perry, Office #118 and Office #119, El Paso, Texas 79925.* Applicant agrees to maintain the Lease Agreement for the Term of this Agreement. If at any time Applicant determines in its reasonable discretion that the Lease Agreement terms are inadequate for furthering the Project or otherwise not in Applicant's best commercial interests or, then Applicant shall be entitled to terminate this Agreement. Receipt of any Grant payments pursuant to this Agreement are contingent upon the Applicant's complete compliance with this requirement.

3. Applicant shall diligently and faithfully in a good and workmanlike manner pursue the completion of the Project in accordance with all applicable federal, state and local laws and regulations.

4. If Applicable, Applicant shall demonstrate, before the receipts of any Grant payments, that Applicant has incurred no delinquency taxes by providing certified City tax certificates for any parcel of real or personal property owned in the City Of El Paso

5. Applicant shall allow the City or its agents reasonable access to operating records, accounting books, and any other records related to the economic development considerations and incentives described herein, which are in Applicant's possession, custody, or control for purposes of verifying Lease Rental Costs and Skills Training expenses for audit purposes, if

so requested by the City. The confidentiality of such records will be maintained in accordance with all applicable laws.

B. EMPLOYMENT POSITIONS

1. Applicant agrees that it shall create, staff, and maintain the Full-Time Employment positions described in *Exhibit C* for the Project as of December 31st of the applicable year and shall maintain the Full-Time Employment positions for the Project through the entire Grant Period of this Agreement. Applicant shall maintain the Full-Time Employment positions for each reporting year with the total per day hours worked averaged over each year. The transfer of an existing Full-Time Employment position from Applicant's existing business site to Applicant's Project does not qualify as creating and staffing a Full-Time Employment position for purposes of this Agreement. Failure to meet the Full-Time Employment requirements is not an Event of Default and will have no effect on Grant payment eligibility, provided that Applicant conducts a best-efforts approach to hiring and recruiting within the Term of the Agreement to meet such requirements. The City, in its sole discretion, shall determine what constitutes best efforts for purposes of this provision.

C. GRANT SUBMITTAL PACKAGE

In order to receive the disbursement of the Grant, the Applicant must submit a Grant Submittal Package, as specified below.

1. The Applicant shall annually submit one *Grant Submittal Package* which shall be in the form provided in Exhibit D, together with the requisite documentation. The Applicant shall submit to the City the initial Grant Submittal Package on _____, or within 30 business days after this date, or unless otherwise agreed by the City and Applicant in writing that the Grant Submittal Package will occur at an agreed upon date after the initial due date. Thereafter, the Applicant's annual Grant Submittal Package must be submitted on or within 30 business days after the _____ of each year. A failure by the Applicant to timely submit a Grant Submittal Package in accordance with this paragraph may be considered as a waiver by the Applicant to receive a Grant payment for that Grant year.

2. Concurrent with the submittal of a Grant Submittal Package, the Applicant will submit to the City documentation as may be reasonably necessary to verify the expenditure to date of the Lease Rental Costs and Skill Training, which has not otherwise been verified as part of a prior submittal. The City will provide to the Applicant a written explanation for any Lease Rental Costs and Skill Training that the City determines cannot be verified. The Applicant may submit additional documentation to the City in order to obtain verification.

3. Applicant shall provide the City with an annual report of each reporting year during the Term of this Agreement, certifying that status of compliance through the preceding year. Such annual report shall include the number of new jobs created and retained for the Project, information on any new investments in the Project, and any other information relevant to the Project and the City's economic development goals. Documentation for jobs may be in the form of quarterly Internal Revenue Service Form 941 returns, or Texas Workforce

Commission Employer Quarterly Reports, or employee rosters that show the hours worked and the positions filled. Applicant shall also provide the City with such other reports as may reasonably be required.

4. The City's determination of the amount of the Grant payment due to the Applicant is final.

SECTION 4. OBLIGATIONS OF CITY

During the Term of this Agreement, and so long as an Event of Default has not occurred and Applicant is in compliance with the Agreement, the City agrees as follows:

1. The City agrees to provide assistance for Lease Rent Costs not to exceed *$6,300.00* in accordance with the terms and provisions of this Agreement.

2. The City agrees to provide a Skilling Training Grant not to exceed *$16,000.00* in accordance with the terms and provisions of this Agreement.

3. The City will process any eligible Grant payment within *90 days* after receipt of the Applicant's Annual Grant Submittal Package.

SECTION 5. EVENTS OF DEFAULT

Each of the following shall constitute an Event of Default under this Agreement:

A. **Failure to Comply.** Applicant's failure to comply with, or to perform any obligation or condition of this Agreement or in any related documents, or Applicant's failure to comply with or to perform any obligation or condition of any other agreement between the City and Applicant.

B. **False Statements.** In the event the Applicant provides any written warranty, representation or statement under this Agreement or any document(s) related hereto that is/are false or misleading in any material respect, either now or at the time made or furnished, and Applicant fails to cure same within 30 days ("Cure Period") after written notice ("Notice") from the City describing the violation shall be deemed an event of default. If such violation cannot be cured within such 30 day period in the exercise of all due diligence, and Applicant commences such cure within such 30 day period and continuously thereafter diligently prosecute the cure of such violation, such actions or omissions shall not be deemed an event of default. Further, if Applicant obtains actual knowledge that any previously provided warranty, representation or statement has become materially false or misleading after the time that it was made, and Applicant fails to provide written notice to the City of the false or misleading nature of such warranty, representation, or statement within 30 days after Applicant learns of its false or misleading nature, such action or omission shall be deemed an event of default.

C. **Insolvency.** The dissolution or termination of Applicant's existence as a going business or concern, Applicant's insolvency, appointment of receiver for any part of Applicant's portion of company, any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant, or the commencement of any proceeding under any bankruptcy or

insolvency laws by or against Applicant shall all be deemed an Event of Default. However, in the case of involuntary proceedings, if such proceedings are discharged within 60 days after filing, no Event of Default shall be deemed to have occurred.

D. **Property Taxes.** In the event Applicant allows any property taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within 30 days ("Cure Period") after written notice ("Notice") thereof from the City and/or El Paso Central Appraisal District, such actions or omissions shall be deemed an Event of Default. Subject to the restrictions noted herein, Applicant shall have the right to contest the appraised value of the Development.

E. **Other Defaults.** Failure of Applicant or City to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any related documents, and Applicant or City fails to cure such failure within 60 days ("Cure Period") after written notice ("Notice") from the other party describing such failure shall be deemed an Event of Default. If such failure cannot be cured within such 60-day period in the exercise of all due diligence, and Applicant or City commences such cure within such 60-day period and continuously thereafter diligently prosecute the cure of such failure, such act or omission shall not be deemed an event of default.

F. **Failure to Cure.** If any Event of Default by Applicant or City shall occur, and after Applicant fails to cure same in accordance herewith, then this Agreement may be terminated by written notice from the City to Applicant and the City shall be entitled to recapture Grant payments; without any further action required of the City; and the City's obligations end at that time. If a default has not been cured within the time frame stated herein, the non-defaulting party shall have all rights and remedies under the law or in equity.

G. **Liability.** In no event will either party be liable to the other party for any indirect, special, punitive, exemplary, incidental, or consequential damages. In no event shall the liability of either party exceed the value of Grant payments issued hereunder. This limitation will apply regardless of whether or not the other party has been advised of the possibility of such damages.

SECTION 6. RECAPTURE.

Should the Applicant default under *Section 5* of this Agreement and provided that the Cure Period for such default has expired, the City may require that all or a portion of the Grants provided pursuant to this Agreement be recaptured and repaid by the Applicant previously provided by the City within 60 days from the date of such termination and written notice. The determination of whether recapture is necessary may take into account the nature of the default, the Applicant's risk profile, and any other factors deemed relevant by the City.

SECTION 7. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT.

The City may terminate this Agreement for convenience and without the requirement of an Event of Default by Applicant, which shall become effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical, or illegal, including any case law holding that a Chapter 380 Economic Development Agreement, such as

this Agreement, is an unconstitutional debt. The Applicant may terminate this Agreement for convenience and without the requirement of an Event of Default by Applicant, which shall become effective immediately upon 30 days prior written notice to the City.

SECTION 8. GENERAL PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

A. **Amendments.** This Agreement constitutes the entire understanding and agreement of the Parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by both Parties.

B. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in El Paso County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of El Paso County, Texas.

C. **Assignment of Applicant's Rights.** Applicant understands and agrees that the City expressly prohibits Applicant from selling, transferring, assigning, or conveying in any way any rights to receive the Grant proceeds without the City's prior written consent. Any such attempt to sell, transfer, assign, or convey without the City's prior written consent is void and may result in the immediate termination of this Agreement and recapture of taxes rebated prior to the attempted transfer, with no ability for the Applicant to cure.

D. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. The individual executing this Agreement on Applicant's behalf warrants and represents that he or she has full authority to execute this Agreement and bind Applicant to the same.

E. **Compliance with the Law.** The Parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement. If applicable, then the Applicant will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.

F. **Confidentiality Obligations.** The confidentiality of such records employment records and any other records related to the City's economic development considerations and incentives provided herein will be maintained in accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code, 5 U.S.C. Section 552(B)(3) and (4) (FOIA), and 18 U.S.C. Section 1905 (Trade Secrets Act). Specifically, the City will maintain the confidentiality of any proprietary information to the extent permitted by law and agrees that, as required by the Public Information Act, FOIA, and/or the Trade Secrets Act, it will notify Applicant if a request relating to such proprietary information is received. Applicant represents that it understands that the Public Information Act, FOIA, and the Trade Secrets Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert the proprietary interest of Applicant as a basis for nondisclosure.

G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

H. **Employment of Undocumented Workers.** During the term of this Agreement, Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the Grant payments received by Applicant from the City as of the date of such violation not later than 120 days after the date Applicant is notified by City of a violation of this section, plus interest from the date the Grant payment(s) was paid to Applicant, at the rate of 7% per annum. The interest will accrue from the date the Grant payment(s) were paid to Applicant until the date the reimbursement payments are repaid to City. City may also recover court costs and reasonable attorney's fees incurred in an action to recover the Grant payment(s) subject to repayment under this section. Applicant is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person which whom Applicant contracts.

I. **Execution of Agreement.** The El Paso City Council has authorized the City Manager to execute this Agreement on behalf of the City.

J. **Filing.** The City shall promptly file this Agreement with the Texas State Comptroller in accordance with Section 380.004 of the Texas Local Government Code.

K. **Governmental Function.** The Parties agree that the City is entering into this Agreement as a governmental entity performing a governmental function, implementing a government grant program intended to provide a public benefit.

L. **Force Majeure.** It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed beyond such party's reasonable control by reason of war, civil commotion, acts of God, severe weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was reasonably delayed.

M. **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown below. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address. Applicant shall provide all required invoices and other required documentation to City electronically at the following address: **EDcompliance@elpasotexas.gov.**

APPLICANT: Astroscale U.S. Inc.
Attn. Ron Lopez, President
2201 S Delaware Street
Denver, CO 80223

CITY:	The City of El Paso Attn: City Manager P.O. Box 1890 El Paso, TX 79950-1890
Copy To:	The City of El Paso Attn: Economic Development Department Director P.O. Box 1890 El Paso, TX 79950-1890

N. **Ordinance Applicability.** The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising; provided however no ordinance shall reduce or diminish the contractual obligations contained herein. This Agreement shall confer no vested rights on the Development unless specifically enumerated herein.

O. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

P. **Termination or Expiration.** Upon termination or expiration of the Term of this Agreement, Applicant or its assigns agree that the Agreement, or the values contained herein will be used to contest appraisal values; and the economic development incentives established in the Agreement between the Parties shall not be considered in valuating the property for tax purposes.

Q. **Third-Party Beneficiaries.** There are no third-party beneficiaries for this Agreement.

(*Signatures Begin on the Following Page*)

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2026.

CITY OF EL PASO, TEXAS:

_____
Dionne Mack City Manager

APPROVED AS TO FORM:

_____
Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Karina Brasgalla, Director
Economic and International Development

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF EL PASO §

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

_____
Notary Public, State of Texas

My Commission Expires:

_____

(***Signatures Continue on the Following Page***)

APPLICANT: Astroscale U.S. Inc., a Nevada corporation

By: Becky Yoder
Name: Becky Yoder
Title: SVP Finance & Bus Ops

ACKNOWLEDGMENT

STATE OF Colorado §
§
COUNTY OF Denver §

This instrument was acknowledged before me on the 19 day of March, 2026, by **Becky Yoder,** as **Senior Vice President** of **Astroscale U.S. Inc., a Nevada corporation.**

Notary Public, State of Colorado

My Commission Expires:

5/1/2028

FAITH UNDERWOOD
Notary Public
State of Colorado
Notary ID # 20244016958
My Commission Expires 05-01-2028

EXHIBIT A

Project Description

Astroscale U.S. provides advanced on-orbit servicing and logistics that empower U.S. leadership in space. Working with national security agencies, civil agencies, and commercial operators alike, they help satellite operators fully realize the value and potential of their satellites.

Astroscale U.S.'s mission is aligned with a global vision: to secure the safe and sustainable use of space for the benefit of future generations. Astroscale U.S. designs, builds and operates cutting-edge on-orbit solutions tailored to our customers' needs, while drawing on Astroscale's worldwide network to accelerate innovation and delivery. Astroscale U.S. maintains full in-house engineering, development, and operations capabilities to ensure we meet the complex demands of today's most critical space missions.

Among various of Astroscale U.S. programs, Astroscale U.S. Inc. plans to conduct research and development support of its on-orbit servicing and logistics solutions.

EXHIBIT B

Rent Subsidy

The rent subsidy shall provide support for Office 118 and Office 119 over a five-year period. Both offices shall receive equal subsidy amounts each year. The table provides a year-by-year breakdown and the combined annual totals.

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Office 118	$630.00	$630.00	$630.00	$630.00	$630.00	$3,150.00
Office 119	$630.00	$630.00	$630.00	$630.00	$630.00	$3,150.00
Total	**$1,260.00**	**$1,260.00**	**$1,260.00**	**$1,260.00**	**$1,260.00**	**$6,300.00**

EXHIBIT C

Employment Requirement & Grant Payment Eligibility

SECTION 1. MINIMUM JOB CREATION AND RETENTION REQUIREMENTS
Applicant shall create and maintain the Full-Time Employment positions at the Median County Wage by December 31 of each full tax year during the Grant Period.

	Year 1	Year 2	Year 3	Year 4	Year 5
Jobs retained	0	4	7	10	13
Jobs created	4	3	3	3	3
Total	**4**	**7**	**10**	**13**	**16**

SECTION 2. ELIGIBILITY FOR GRANT PAYMENTS

After Year 1, the Applicant must retain the total amount of Full-Time Employment positions shown for the remainder of the Grant Period. By Year 5, Applicant shall create 16 new full-time jobs of which will meet or exceed the current Median County Wage. Failure to meet Full-Time Employment requirements is not an Event of Default and will have no effect on Grant payment eligibility, provided that Applicant conducts a best-efforts approach to hiring and recruiting within the Term of the Agreement. The City, in its sole discretion shall determine what constitutes best efforts for purpose of this provision.

EXHIBIT D

Grant Submittal Package Form

Astroscale U.S. Inc. believes that it has substantially met its obligations under the Chapter 380 Agreement dated the ____ day of _____, 20__ and signed by _____ of **Astroscale U.S. Inc.** Pursuant to the Agreement, **Astroscale U.S. Inc.** submits this Grant Submittal Package Form in compliance with the Agreement and in anticipation of receiving the Grant payments referenced in the Agreement in consideration for its obligations met therein.

As required by the Agreement, the following information is submitted: Electronically to Email: EdCompliance@elpasotexas.gov

1. Completed Grant Submittal Package Form
2. [INITIAL GRANT SUBMITTAL ONLY] Form 1295 Certificate
3. If Applicable – Property tax payment receipts showing proof of payment for tax year.
4. Documentation to evidence Lease Rent Cost that include the following
    a. Landlord Lease Invoice(s) for the applicable reimbursement period
    b. Proof of Payment (e.g., canceled check, ACH confirmation, wire transfer receipt, or bank statement showing the cleared transaction)
5. Documentation to evidence Skills Training Grant expenditures that include the following
    a. Training Materials
    b. Training Equipment
    c. Monthly Courses
    d. Certifications
    e. Trainer Salaries
6. Job Certification Report Spreadsheet with the following breakdown:
    a. Employee Roster
        - Unique worker ID
        - Job Title
        - Hire Date
        - Termination Date
        - Job creation/retention status (new within reporting period vs. retained from prior reporting period)
        - Total Hours work in the applicable calendar year
        - Number of weeks worked in the applicable calendar year
        - Hourly wages or gross annual salary
        - Employment Status (full-time or part-time)
        - Percentage of medical insurance premium paid by employee
        - Percentage of medical insurance premium paid by Applicant
    b. Insurance Benefits Packet
    c. Employee Benefits Packet (PTO, vacation, sick leave, etc.)
    d. 941 IRS Reports

7. Annual Report in accordance with Section 3.C.3

8. Other necessary documents as requested by the City of El Paso.

It is understood by *Astroscale U.S. Inc.* that the City of El Paso has up to *90 days* to process this request and reserves the right to deny the Grant claim if the terms of the Agreement have not been complied with. A Complete Submittal includes all documents listed on the Grant Submittal Package Form and other necessary documents as determined by the City Of El Paso.

Signature: _____

Printed Name: _____

Date: _____

EXHIBIT E

Lease Agreement

File #: 26-0375, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Internal Audit, Elizabeth De La O, (915) 212-1371
Internal Audit, Miguel Montiel, (915) 212-1367

AGENDA LANGUAGE:

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

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

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Internal Audit

AGENDA DATE: 04/01/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Elizabeth De La O **PHONE NUMBER:** (915) 212-1371

2nd CONTACT PERSON NAME: Miguel Montiel **PHONE NUMBER:** (915) 212-1367

DISTRICT(S) AFFECTED: All Districts

AGENDA ITEM:
Discussion and Action to accept the results of the On-Call Services Agreement Follow-Up Audit A2026-04.

ISSUE STATEMENT:
City Council is asked to accept the results of the On-Call Services Agreement Follow-Up Audit. Acceptance of the results will allow the Internal Audit Department to finalize the report and make it available to the public via the Internal Audit website.

BACKGROUND:
The timeframe for this audit was August 1, 2025 through March 2, 2026. The objectives of this audit were to ensure that corrective action was taken to address the recommendations detailed in the original audit report titled On-Call Services Agreement Audit dated February 27, 2025.

The original audit contained four (4) findings. The results of the Follow-Up Audit indicated that one (1) Finding was considered " Implemented" and the remaining three (3) Findings were classified as "In Progress." The Findings classified as "In Progress" were determined to be of adequate progress and therefore, there will not be a 2nd Follow-Up Audit.

COUNCIL OPTIONS:
1. Accept the results of the Audit.
2. Not accept the results of the audit and provider further guidance.

COMMITTEE REVIEW AND/OR RECOMMENDATION:
This item was accepted by the Financial Oversight and Audit Committee (FOAC) on March 12, 2026.

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

N/A

RELATED CITY POLICIES:

N/A

PRIOR COUNCIL ACTION:

City Council has accepted audit reports previously accepted by the FOAC.

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)
N/A	

ATTACHMENTS:

Audit Report draft

FOR MORE INFORMATION:

Elizabeth De La O (915) 212-1371 delaoex@elpasotexas.gov

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

SIGNATURE: Elizabeth De La O

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

On-Call Services Agreement
Follow-Up Audit
No. A2026-04

DRAFT

Issued by the
Internal Audit Department
March 2, 2026

EXECUTIVE SUMMARY

The Internal Audit Department conducted a Follow-Up Audit of On-Call Services Agreement Audit Report dated February 27, 2025. The original Audit Report contained four (4) findings. Upon completion of the audit fieldwork, we have determined the status of the recommendations for each audit finding as outlined in the table below:

Finding No.	Description of Original Findings	Status
1	The Capital Improvement Department's internal procedures "for the selection of Professional Services" need to be updated to reflect current practices in place.	Implemented
2	The Capital Improvement Department is not ensuring debarment checks, indebtedness verifications, and insurance confirmations are conducted and documented for all On-Call Consultants. • Eighteen (18) out of eighteen (18) On-Call Consultant (100%) files did not contain evidence that a debarment check was conducted. • Twelve (12) out of eighteen (18) On-Call Consultant (66.67%) files did not contain evidence of verification of indebtedness to the City. • Three (3) out of eighteen (18) On-Call Consultants (16.67%) did not submit all required certificates of insurance.	In Progress
3	Nine (9) invoices paid by the Capital Improvement Department (CID) from February 29, 2024 to June 25, 2024 for On-Call Professional Services were selected for review. Our review identified the following non-compliance issue with the *City of El Paso Accounts Payable Policy*: • Four (4) out of nine (9) invoices (44.45%) were not paid within 30 calendar days of receiving the invoice. Payments were posted 32 to 56 days from the date of the invoice.	In Progress
4	Nine (9) invoices paid by the Capital Improvement Department (CID) from February 29, 2024 to June 25, 2024 for On-Call Professional Services were selected for review. Our review identified the following non-compliance issues with the *On-Call Agreements for Professional Services*: • Three (3) out of nine (9) invoices (33.34%) did not have documentation to confirm that tasks were completed by established deadlines. • Two (2) out of nine (9) invoices (22.23%) could not be matched to the *Consultant's Fee Proposal & Hourly Rates*. • One (1) out of nine (9) invoices (11.12%) did not contain the total project budget, amount billed to date, and percentage of completion.	In Progress

For a detailed explanation of the findings and current observations, please refer to the appropriate finding contained in the body of this Audit Report.

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BACKGROUND

The *Generally Accepted Government Auditing Standards* (Standard 8.30) states that auditors should evaluate whether the audited entity has taken appropriate corrective action to address findings and recommendations from previous engagements. The *Global Internal Audit Standards* (Standard 15.2) require that the Chief Audit Executive establish a follow-up process to monitor and ensure that management actions have been effectively implemented or that senior management has accepted the risk of not taking action.

The City of El Paso utilizes On-Call Agreements to retain consultants for capital projects under $3.5 million. Under the Texas Professional Services Procurement Act (Chapter 2254), professional services—such as architecture, engineering, land surveying, and real estate appraising—cannot be procured through competitive bidding. Instead, the most qualified provider must be selected based on demonstrated competence and qualifications.

The City of El Paso procures professional services through Requests for Qualifications (RFQs), which outline the scope, required qualifications, and evaluation criteria for Statements of Qualifications (SOQs). Evaluation criteria include professional qualifications, specialized experience, capacity to meet deadlines, past performance, and geographic proximity with knowledge of the project area.

On-Call Agreements are awarded in two (2) year cycles to the highest-ranked firms, typically to three to five firms for each discipline. For most services, On-Call assignments are given on a Task Order basis to the most qualified for the specific scope of work. Task Order notices are issued to all of the On-Call providers of the specific discipline (e.g., civil engineering). Responses to Task Order notices are evaluated by the project team, and the most qualified is selected to initiate negotiations. Each On-Call Agreement has an established budget with authorization for the City Engineer to approve additional services and reimbursables up to an established amount, when deemed necessary. The City Engineer provides general oversight and direction over professional services for the City's capital projects.

AUDIT OBJECTIVES

The audit objective of the follow-up process was to ensure that corrective action was taken by the Capital Improvement Department to address the recommendations detailed in the original Audit Report titled *On-Call Services Agreement Audit* dated February 27, 2025.

AUDIT SCOPE

The Follow-Up Audit was limited to a review of the Findings in the Original Audit report titled *On-Call Services Agreement Audit* dated February 27, 2025. The audit period encompassed operations from August 1, 2025 through March 2, 2026.

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AUDIT METHODOLOGY

To achieve our audit objectives, we:

- Conducted interviews with Capital Improvement Department (CID) management and staff.
- Reviewed *Procedures for the Selection of Professional Services* dated March 2025.
- Conducted a review of Consultant files for two (2) *On-Call Agreements for Professional Services* awarded to the following seven (7) Consultants after August 1, 2025:

No.	Consultants	Professional Service	Solicitation #	Award Date
1	AECOM Technical Services, Inc.	Civil Engineering	2025-0327R	August 5, 2025
2	CEA Engineering Group Inc.			
3	Consor Engineers, LLC			
4	GRV Integrated Engineering Solutions, LLC			
5	Huitt-Zollars, Inc.			
6	Moreno Cardenas, Inc.			
7	WSP USA, Inc.	Environmental (Engineering) EPIA	2025-0454R	September 16, 2025

- Analyzed the following sample of seven (7) invoices/vouchers paid by CID staff for On-Call Professional Services during the month of January 2026:

#	Invoice #	Invoice Payment Date	Voucher #	Dept.	On-Call Agreement #	Invoice Amount
1	25141	1/2/2026	26033011	190	IN_SITU_ARCH_2022	$2,865.98
2	4287	1/7/2026	26034038	190	ABLE_CITY_PRO_SVCS_2023	$2,450.67
3	1A3476301	1/7/2026	26033971	334	SMAMILLER_PRO_SVCS_2024	$4,391.40
4	25130	1/12/2026	26035599	564	INSITU_ARCH_2024	$5,947.86
5	1A3469101	1/14/2026	26035996	562	SMAMILLER_PRO_SVCS_2024	$4,801.20
6	25-006.02	1/20/2026	26037220	190	CARDINA_ELECTRICMECH_2024	$14,692.48
7	23-02799-001-000012	1/27/2026	26039377	190	JMT_CONST_MGMT_2024	$22,742.82
					Total	**$57,892.41**

We conducted this audit in accordance with *Generally Accepted Government Auditing Standards* and the *Global Internal Audit Standards*. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

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ORIGINAL FINDINGS, CRITERIA, ORIGINAL RECOMMENDATIONS, MANAGEMENT'S RESPONSES TO ORIGINAL FINDINGS, CURRENT OBSERVATIONS AND STATUS

Based on the follow-up audit results, each original finding recommendation will be designated with one of the following four status categories:

Implemented	The finding has been addressed by implementing the original corrective action or an alternative corrective action.
In Progress	The corrective action has been initiated but is not complete.
Not Applicable	The recommendation is no longer applicable due to changes in procedures or changes in technology.
Not Implemented	The recommendation was ignored, there were changes in staffing levels, or management has decided to assume the risk.

Original Finding 1 (Report dated February 27, 2025)

Department Policies and Procedures

A review of the Capital Improvement Department's (CID) internal procedures "for the selection of Professional Services" provided on July 2, 2024 identified the following:

- The procedures do not have an "effective date."
- The procedures reference the former job title of the Business Contracts Manager.
- The Sam.gov weblink cited in the procedures for debarment checks is no longer active.
- The procedures unique to the selection of On-Call Consultants do not reflect the current practices in place. The procedures do not address:
  - Specific steps in performing City indebtedness verifications.
  - Specific steps in performing vendor debarment checks.
  - The methodology used for rotating the selection of Consultants.
  - The review process of proposals for Task Orders.
  - Situations when a Consultant's price quote for Task Orders do not match the approved hourly rates in the Consultant's On-Call Agreement.
  - How CID staff monitor the progress of Task Orders.

Standard/Criteria

City of El Paso Strategic Plan:

- *Goal 6.12 Maintain systems integrity, compliance and business continuity.*

A strong system of internal controls requires that Policies and Procedures be developed that document routine or repetitive activity followed by an organization. The development and use of Policies and Procedures are an integral part of a successful quality system as it provides individuals with the information and guidance to perform a job properly.

DRAFT

Original Recommendation

The Capital Improvement Department (CID) should update their *Procedures for the Selection of Professional Services* to:

- Include an "effective date."
- Contain updated job titles and working weblinks.
- Reflect current practices in place, unique to the selection of On-Call Consultants. The manual should be updated to include:
  - Specific steps in performing City indebtedness verifications. These completed steps should be documented in the On-Call Consultant's file.
  - Specific steps in performing vendor debarment checks. These completed steps should be documented in the On-Call Consultant's file.
  - Methodology used for rotating the selection of Consultants.
  - The review process of proposals for Task Orders.
  - When a Consultant's price quote for Task Orders do not match the approved hourly rates in the Consultant's On-Call Agreement.
  - How CID staff monitor the progress of Task Orders.

Management's Response to Original Finding

Staff has updated job titles and included an effective date on the procedure.

Regarding the procedure to the selection of on-call consultants: Staff has included that rotation of tasks are specifically for city-funded projects, and deviation from this assignment shall follow the defined federal process for task order requirement notices. The document directs staff to utilize an alternate task order requirement notices (TORN) approach. The term "rotational" in and of itself would be the proposed methodology.

Section 5 references policy of the City of El Paso to check if a vendor has been debarred prior to entering into a contract. During the audit was discovered that the checks were not saved to the file correctly. Debarment and Indebtedness checks are mentioned in the policy, however staff will update the sam.gov link and clearly outline the process.

The review process of proposals for the Task Order may reference the project specific process. Will add within procedures to reference "Scoping Meeting and Fee Proposal Negotiations"

Proposal review, cost estimate practices, and project monitoring are defined in current procedures and follow standard processes: "The scoping meeting will be held with the preliminary selected firm to discuss the project scope and the deadline for the submittal of the fee proposal. The project manager will review and negotiate the fee proposal with the firm. The project manager will prepare an independent cost estimate, record of negotiations, and make a recommendation to the City Engineer to accept the final fee proposal."

How staff monitors the progress of the Task Order is defined in the RFQ under section Project Schedule. The section requires for the consultant to submit a detailed preliminary schedule based on project scope including review time by the owner. The schedule will also identify phases included within the contract.

Responsible Party
Elsa Rodriguez

Implementation Date
July 7, 2025

Current Observation

The Capital Improvement Department (CID) has updated its *Procedures for the Selection of Professional Services* to include:

- An effective date of March 2025.
- Current job titles and active working weblinks.
- The following procedures that reflect current practices in place for the selection of On-Call Consultants:
  - Steps for performing and documenting City indebtedness verifications.
  - Steps for performing and documenting vendor debarment checks.
  - Methodology used for rotating the selection of On-Call Consultants. Tasks for City-funded projects are assigned on a rotational basis. Tasks for federally-funded projects are assigned using the Task Order Requirement Notice.
  - The review process of proposals for Task Orders.

The *Procedures for the Selection of Professional Services* were not updated to include:

- Situations when a Consultant's Task Order price quote does not align with the approved hourly rates in the Consultant's On-Call Agreement.
  - Procedures state: *Negotiations will be based on an independent cost estimate prepared by the Project Manager using hourly rates data maintained by the Contracts Manager*.
  - According to CID, staff must ensure that all quoted rates match the Business Contracts Manager's fee schedule on file before submitting a purchase order for approval.
- How CID staff monitor the progress of Task Orders. Procedures were not incorporated because the monitoring of Task Orders occurs after the steps outlined in the *Procedures for the Selection of Professional Services*. Guidance on how CID staff monitor the progress of Task Orders is provided in the following sections of the 2017 *Project Delivery Manual*:
  - Chapter 4 – Project Monitoring and Control
  - Chapter 6 – Using Consultants: 6.8 – Managing Consultant Performance

Status

Implemented

DRAFT

Original Finding 2 (Report dated February 27, 2025)

On-Call Consultant Review

Five (5) *On-Call Agreements for Professional Services* awarded to 18 Consultants were selected for review with the following results:

- Eighteen (18) out of eighteen (18) On-Call Consultant (100%) files did not contain evidence that a debarment check was conducted.
- Twelve (12) out of eighteen (18) On-Call Consultant (66.67%) files did not contain evidence of verification of indebtedness to the City.
- Three (3) out of eighteen (18) On-Call Consultants (16.67%) did not submit all required certificates of insurance. The On-Call Consultants were:

#	On-Call Consultant	Professional Service	Insurance Policy Missing
1	Countryman & Co	Architecture	Auto & Worker's Compensation
2	MNK Architects	Architecture	Auto & Worker's Compensation
3	CARDINA Engineering	Mechanical & Electrical	Auto Insurance

Standard/Criteria

City of El Paso Strategic Plan:

- *Goal 6.12 Maintain systems integrity, compliance and business continuity.*

City of El Paso Procurement Sourcing Policy dated May 9, 2023,

- *Section 13.1 Vendor Indebtedness to the City:*
  For all formal bids, in accordance with Ordinance No. 016529, it is the policy of the City to refuse to do business with a contracting entity, or any owner of 5% or more of such entity, who is indebted to the City... In the context the Indebtedness Ordinance, debt shall mean any delinquent sum of money in an amount greater than one hundred dollars ($100.00)…

  This Ordinance is applicable to all purchases and contracts, formal bids, proposals or otherwise, that require City Council approval. Contracts that are awarded without the submission of a proposal, including but not limited to, contract for engineering and architectural services, shall be subject to this Policy and shall not be approved by Council until a determination as to any indebtedness of the contracting entity or any owner to the City has been made as provided for in this Policy.

- *Section 13.2 Debarment Check:*
  It shall be the policy of the City of El Paso to check if a vendor has been debarred prior to entering into a contract.

On-Call Agreement for Professional Services,

- *Section 5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner…Failure to maintain said insurance shall be considered a material breach of this Agreement.*
  - *5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Worker's Compensation Insurance…*
  - *5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement…The minimum limits of liability and coverages shall be as follows…*

Original Recommendation

The Capital Improvement Department should ensure that:

- Debarment checks,
- City indebtedness verifications, and
- Insurance Policy confirmations

are conducted and documented for all On-Call Agreement Consultants in accordance with the P*rocurement Sourcing Policy* and the *On-Call Agreements for Professional Services.*

Management's Response to Original Finding

Checks were not consistently saved in the appropriate files. To strengthen the procedure, staff will reference sam.gov and seamless docs form and guideline to properly save documentation.

Responsible Party
Elsa Rodriguez

Implementation Date
Indebtedness form was recreated in seamless docs and in use, also, the new file structure to include the sam.gov registration and indebtedness verification is in effect.

Current Observation

Two (2) On-Call Agreements awarded after August 1, 2025 to a total of seven (7) Consultants were selected for review with the following results:

- Seven (7) out of seven (7) On-Call Consultants (100%) had debarment checks and indebtedness verifications on file.
- Six (6) out of seven (7) On-Call Consultants (85.71%) submitted all required certificates of insurance.
    - One (1) On-Call Consultant's (14.29%) Certificate of Liability Insurance did not name the City of El Paso as an "Additional Insured." The City of El Paso is listed as a Certificate Holder but not as an additional insured in the description section.

Status

In Progress – As part of obtaining the required Certificates of Insurance from On-Call Consultants, the Capital Improvement Department should ensure that the Certificates of Liability Insurance list the City of El Paso as an "Additional Insured." No additional follow-up audits are deemed necessary given the limited exceptions noted.

DRAFT

Original Finding 3 (Report dated February 27, 2025)

Payment of On-Call Professional Services

Nine (9) invoices paid by the Capital Improvement Department (CID) from February 29, 2024 to June 25, 2024 for On-Call Professional Services were selected for review. Our review identified the following non-compliance issue with the *City of El Paso Accounts Payable Policy*:

- Four (4) out of nine (9) invoices (44.45%) were not paid within 30 calendar days of receiving the invoice. Payments were posted 32 to 56 days from the date of the invoice.

#	On-Call Consultant	Invoice #	Invoice Amount	Date Invoice Received	Payment Date	# of Calendar Days Payment was made after date Invoice Received
1	In*Situ Architecture	24017	$48,537.00	5/1/2024	6/25/2024	55
2	Countryman & Co	2024-06.01	$38,156.00	5/6/2024	6/25/2024	50
3	AECOM Technical Services	2000881589	$11,556.00	4/25/2024	6/6/2024	42
4	GRV Integrated Engineering Solutions	24-070	$12,800.00	5/3/2024	6/4/2024	32

Standard/Criteria

City of El Paso Strategic Plan:

- *Goal 6.6 Ensure continued financial stability and accountability through sound financial management, budgeting and reporting.*
- *Goal 6.12 Maintain systems integrity, compliance and business continuity.*

City of El Paso Accounts Payable Policy dated August 2022:

- *Section 2.0 Purpose: …the City complies with the State of Texas Prompt Payment Act Texas Government Code, Title 10, Subtitle F, Chapter 2251.*

State of Texas Government Code, Title 10, Subtitle F, Subchapter B., Chapter 2251.021 – Time for Payment by Government Entity:

- *A payment by a government entity under a contract executed on or after September 1, 1987, is overdue on the 31st day after the later of the date the government entity receives an invoice for the goods or services.*

Original Recommendation

The Capital Improvement Department should ensure that invoices are paid within 30 days of receiving the invoice.

DRAFT

Management's Response to Original Finding

Within our process we ask all vendors to submit invoices to Payapplication@elpasotexas.gov. Staff has been assigned to critically evaluate the Application Status Log.
This change of assignment to the CIPS has resulted in invoices paid within 30 days of receipt.

Responsible Party
Marisol Carranza

Implementation Date
November 2024

Current Observation

For the month of January 2026, CID processed 25 invoices in the amount of $1,000 or above. A sample of seven (7) invoices were selected for review (28% sample). Four (4) invoices were for projects financed and managed by CID, and the remaining three (3) were financed and managed by other City departments. Our review identified the following:

- Three (3) out of seven (7) invoices (42.86%) were not paid within 30 calendar days of receipt. Payments were posted 32 to 48 days from the date the invoice was received.
  - Two invoices directly related to CID projects were paid 32 to 37 days after the invoice was received.
  - One invoice related to a project overseen by the International Bridges Department was paid 48 days after the invoice was received.

#	On-Call Consultant	Invoice #	Invoice Amount	Date Invoice Received	Payment Date	# of Calendar Days Payment was made after date Invoice Received
1	In*Situ	25130	$5,947.86	11/25/2025	1/12/2026	48
2	Able City	4287	$2,450.67	12/1/2025	1/7/2026	37
3	In*Situ	25141	$2,865.98	12/1/2025	1/2/2026	32

Status

In Progress – The Capital Improvement Department should ensure invoices are paid within 30 days of receipt. A second follow-up audit is not deemed necessary at this time due to the organization's recently implemented monitoring process. The Office of the Comptroller now provides Executive Management with monthly Accounts Payable and Accounts Receivable aging reports. Department leadership is responsible for actively monitoring compliance, addressing any deficiencies, and taking corrective action as needed.

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Original Finding 4 (Report dated February 27, 2025)

Invoicing & Payment of On-Call Professional Services

Nine (9) invoices paid by the Capital Improvement Department (CID) from February 29, 2024 to June 25, 2024 for On-Call Professional Services were selected for review. Our review identified the following non-compliance issues with the *On-Call Agreements for Professional Services*:

- Three (3) out of nine (9) invoices (33.34%) did not have documentation to confirm that tasks were completed by established deadlines.
  - Carl Daniel Architects Invoice #8928 for $20,774.00
  - WSP USA Invoice #S59605506 for $14,940.00
  - AECOM Technical Services Invoice #20008815890 for $11,556.00
- Two (2) out of nine (9) invoices (22.23%) could not be matched to the *Consultant's Fee Proposal & Hourly Rates*.
  - In*Situ Invoice #24017 for $48,537.00
  - WSP USA Invoice #S59605506 for $14,940.00
- One (1) out of nine (9) invoices (11.12%) did not contain the total project budget, amount billed to date, and percentage of completion.
  - WSP USA Invoice #S59605506 for $14,940.00

Standard/Criteria

City of El Paso Strategic Plan:

- *Goal 6.6 Ensure continued financial stability and accountability through sound financial management, budgeting and reporting.*
- *Goal 6.12 Maintain systems integrity, compliance and business continuity.*

Each On-Call Agreement for Professional Services is unique with different terms and criteria for professional services. Each On-Call Agreement contains the following:

- *Attachment "B" Consultant's Fee Proposal and Hourly Rates.*
- *Section 2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis…*
- *Section 3.1 The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and fees to be charged for each Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as Attachment "B".*
- *Section 3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed by date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase.*
- *Section 3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible, but no later than thirty (30) days from receipt….The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement…*
- *Section 4.1 Period of Service… The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time…*

DRAFT

Original Recommendation

The Capital Improvement Department should ensure that:

- There is documentation to support that tasks were completed by established deadlines.
- Invoices match the *Consultant's Fee Proposal & Hourly Rates* or notate the cause of variance.
- Invoices include the details required by the terms in their *On-Call Services Agreement.*

Management's Response to Original Finding

- *Section 3.1 The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and fees to be charged for each Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as Attachment "B".*
- *Section 3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed by date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase.*

Procedures identified to address the required documentation. Training will be provided to remind staff of policy that is in place.

Responsible Party
Division Manager

Implementation Date
Host training prior to August 1, 2025

Current Observation

A review of seven (7) invoices paid by the Capital Improvement Department (CID) for the month of January 2026 identified the following:

- Seven (7) out of seven (7) invoices (100%) had documentation to confirm that tasks were completed by established deadlines.
- Six (6) out of seven (7) invoices (85.71%) matched to their corresponding *Consultant's Fee Proposal & Hourly Rates*.
  - One (1) invoice billed a higher rate for "Project Architect – CA" than the rate listed in the Agreement's *Consultant's Fee Proposal & Hourly Rates* (In*Situ Invoice #25141 for $2,865.98).
- Six (6) out of seven (7) invoices (85.71%) contained the total project budget, amount billed to date, and percentage of completion as required by Section 3.3.1 of their *On-Call Services Agreement.*
  - One (1) invoice did not contain the total project budget and amount billed to date (Cardina Consulting, LLCSP USA Invoice #25-006.02 for $14,692.48).

A training session was held on January 29, 2026, with CID Project Managers (PMs) to review the fee proposal structure and a new standardized form required of On-Call Consultants. PMs were reminded to:

- Compare each proposal to the *On-Call Services Agreements* before approval.
- Verify each invoice against the proposal that was originally validated against the Agreement.

Status
In Progress – No additional follow-up audits are deemed necessary given the limited exceptions noted.

DRAFT

INHERENT LIMITATIONS

Because of the inherent limitations of internal controls, errors or irregularities may occur and not be detected. Also, projections of any evaluation of the internal control structure to future periods beyond the Audit Report date are subject to the risk that procedures may become inadequate due to changes in conditions, management override of internal controls, or that the degree of compliance with the procedures may deteriorate. This was a limited scope audit which only reviewed the areas stated in the Audit Objectives during the Audit Scope period. No representations of assurance are made to other areas or periods not covered by this audit.

CONCLUSION

We have concluded our audit work on the objectives of the On-Call Services Agreement Follow-Up Audit. The audit evidence used in the analysis is sufficient and appropriate for addressing the objectives and supporting the observations and conclusion. In accordance with *Generally Accepted Government Auditing Standards,* we are required to conclude on whether the Capital Improvement Department met the objectives of this Follow-Up Audit. Based on our audit work, we have determined that:

1. The Capital Improvement Department met the audit objectives in the following areas:
    - Updating internal procedures "for the selection of Professional Services" to reflect current practices in place.
    - Ensuring debarment checks and indebtedness verifications are conducted and documented for all On-Call Consultants.
    - Ensuring insurance confirmations are conducted and documented for all On-Call Consultants.
    - Ensuring that there is documentation to support that tasks were completed by established deadlines.
2. The Capital Improvement Department did not meet the audit objectives in the following areas:
    - Ensuring On-Call Consultant's Certificates of Liability Insurance list the City of El Paso as an "Additional Insured".
    - Ensuring that invoices are paid within 30 days of receiving the invoice.
    - Ensuring that invoices:
        - Match the *Consultant's Fee Proposal & Hourly Rates* or notate the cause of variance.
        - Include the details required by the terms in their *On-Call Services Agreement*.

We wish to thank the Capital Improvement Department management and staff for their assistance and courtesies extended during the completion of this Follow-Up Audit.

Liz De La O, CFE, CIA, CGAP, MPA
Deputy Chief Internal Auditor

Sergio Carrillo, Jr., CIA, CGAP, MBA
Auditor III

Distribution:
Financial Oversight and Audit Committee
Dionne Mack, City Manager
Yvette Hernandez, Deputy City Manager and City Engineer
Javier Acosta, Director of Capital Improvement Department

DRAFT

File #: 26-0413, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Strategic and Legislative Affairs, Ian Voglewede, (915) 299-9409
Strategic and Legislative Affairs, Omar Martine, (915) 479-0341

AGENDA LANGUAGE:

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

Discussion and action on a Resolution authorizing the submission of an application to the Office of Congressman Tony Gonzales requesting funds from the Community Project Funding program, in the amount of $4,580,215.77, with no match from the City, for the El Paso Police Drone First Responder Expansion Initiative."

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Strategic and Legislative Affairs

REVISED
9:58 am, Mar 24, 2026

AGENDA DATE: 4/1/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Omar Martinez **PHONE NUMBER:** 915-479-0341

2nd CONTACT PERSON NAME: Ian Voglewede **PHONE NUMBER:** 915-299-9409

DISTRICT(S) AFFECTED: All

AGENDA ITEM:

Discussion and action on a Resolution authorizing the submission of an application to the Office of Congressman Tony Gonzales requesting funds from the Community Project Funding program, in the amount of $4,580,215.77, with no match from the City, for the El Paso Police Drone First Responder Expansion Initiative.

ISSUE STATEMENT:

This action asks City Council to approve the City's application for federal funding through the U.S. Community Project Funding process, which allows members of Congress to request appropriations for eligible local projects. If approved, the City will pursue these federal funds by submitting the El Paso Police Drone First Responder Expansion Initiative through the Office of Congressman Tony Gonzales for consideration in the annual appropriations process. This step positions the project to compete for federal funding and includes outreach to community and institutional partners for letters of support, demonstrating broad local backing and shared investment in advancing the initiative.

BACKGROUND:

The El Paso Police Department (EPPD) Drone First Responder Initiative involves procuring drone vehicles and pods consistent with items typically supported through the Department's COPS grant applications. The City has identified modernization and replacement of essential operational equipment as a continuing need to maintain officer safety, effectiveness, and service readiness. This item authorizes submission of a $4,580,215.77 Community Project Funding (CPF) request for FY27 through the Office of Congressman Tony Gonzales to support critical equipment purchases as EPPD finalizes specific procurement items.

This grant application does not require a local match. Securing federal funding would advance Council priorities related to public safety, operational readiness, and community protection, while reducing reliance on local funding sources. Purchases will be in compliance with the American Security Drone Act of 2023 and state and federal laws, as required. The attached resolution provides formal authorization for application submission and acceptance of funds, if awarded.

COUNCIL OPTIONS:

I make a motion to authorize the submission of an application to the Office of Congressman Tony Gonzales requesting funds from the Community Project Funding program in the amount of $4,580,215.77, with no match from the City, for the El Paso Police Drone First Responder Expansion Initiative.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

n/a

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

Supporting partners include the Rio Grande Council of Governments.

RELATED CITY POLICIES:

City of El Paso Grants Management Policy
ASF signed by Omar Martinez, Assistant Director, on behalf of Ian Voglewede, Director of Strategic and Legislative Affairs.

PRIOR COUNCIL ACTION:

In 2025, City Council authorized the submission of five applications to the Office of Congresswoman Veronica Escobar requesting funds from the Community Project Funding and one application to the Office of Congressman Tony Gonzales. See items: 25-617, 25-582, 25-526, 25-525, and 25-524.

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

Total of $4,580,215.77, with the federal government contributing $4,580,215.77 and no match from the City.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

1. Resolution
2. Attachments
3. Application sent to the Office of Congressman Tony Gonzales, as submitted. The funding amount was reduced to $4,580,215.77 total per guidance from the Office of Congressman Gonzales.

FOR MORE INFORMATION:

Omar Martinez	915-479-0341	martinezol@elpasotexas.gov

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

SIGNATURE: Omar Martinez Digitally signed by Omar Martinez Date: 2026.03.24 08:46:25 -06'00' Signed on behalf of Director Ian Voglewede

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

REVISED
9:58 am, Mar 24, 2026

RESOLUTION

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

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

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

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

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

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

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

1. **THAT,** the City Council, through the City Manager, has authorized the Grants Administrator as the City's Authorized Official for purposes of compliance with grant application, administration, and reporting requirements with the authority to apply, submit, accept, reject, alter, or terminate grant applications, agreements, and related documents on behalf of the City.
2. **THAT** the Grants Administrator is authorized to prepare and submit, on behalf of the City of El Paso, an application to the Community Project Funding Program seeking financial assistance for the El Paso Police Department Drone First Responder Expansion Initiative.
3. **THAT,** the City of El Paso shall provide all applicable matching funds for the Grant, if applicable.
4. **THAT,** in the event of loss or misuse of said grant funds, the City of El Paso agrees to return all such funds for said grant to the Community Project Funding program in accordance with applicable grant requirements.
5. **THAT,** the City Council, through the City Manager, hereby designates the Deputy Chief Financial Officer, Comptroller as the City's Financial Officer for purposes of compliance with grant requirements imposed by the Community Project Funding program and other applicable granting authorities, either of whom is authorized to

submit financial and programmatic reports and to perform grant-related actions on behalf of the City.

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

APPROVED this ____ day of April, 2026.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Omar L. Martinez Signed on behalf of Director Ian Voglewede

Ian Voglewede, Director of Strategic and Legislative Affairs

El Paso Police Department

MAYOR
Renard U. Johnson

CITY COUNCIL

District 1
Alejandra Chávez

District 2
Dr. Josh Acevedo

District 3
Deanna M. Rocha

District 4
Cynthia Boyar Trejo

District 5
Ivan Niño

District 6
Art Fierro

District 7
Lily Limón

District 8
Chris Canales

CITY MANAGER
Dionne Mack

The Honorable Harold "Hal" Rogers
Chairman

The Honorable Matt Cartwright
Ranking Member

House Appropriations Subcommittee on Commerce,
Justice, Science and Related Agencies
2362-B Rayburn House Office Building
Washington, DC 20515

Dear Chairman Rogers and Ranking Member Cartwright:

On behalf of the El Paso Police Department, we express our strong support for the Drone First Responder Expansion proposal submitted by Representative Tony Gonzales (R-San Antonio). We believe this project is vital to the safety and security of the El Paso region and critical to its efforts to support national border security initiatives.

The Drone First Responder Expansion Program seeks to add 12 drone pods to the department's growing need for responding to calls for service. The American made drone pods will be strategically positioned throughout the city with the expectation of reducing incident response times by 25%.

The El Paso Police Department is an integral border security partner. Our efforts include supporting the Texas National Guard and state troopers to secure the Rio Grande borders, combat cartels, and track and disrupt criminal organizations in the El Paso/Juarez area. This expansion will specifically address enhancing crime prevention initiatives and increase police visibility in neighborhoods with the result of reducing violent and property crime incidents by a projected 10% annually.

The El Paso Police Department's Unmanned Aerial System (UAS) team is mission-focused, dedicated, and consistently delivers strong results. The proposed plan recognizes the achieved value that our existing program has delivered with drone-led policing and stands to fill a critical resource gap.

We respectfully urge you to favorably consider this funding request.

Sincerely,

Peter F. Pacillas
Chief of Police

Peter F. Pacillas – Chief of Police
Chief Gregory K. Allen Police Headquarters
911 N. Raynor | El Paso, TX 79903
Office (915) 212-4000 | www.elpasotexas.gov/police

Annette Gutierrez – Executive Director
8037 Lockheed, Ste. 100
El Paso, Texas 79925

Phone: (915) 533-0998
Fax (915) 532-9385
www.riocog.org

March 18, 2026

The Honorable Harold "Hal" Rogers
Chairman
House Appropriations Subcommittee
on Commerce, Justice, Science and
Related Agencies
2362-B Rayburn House Office Building
Washington, DC 20515

The Honorable Matt Cartwright
Ranking Member
House Appropriations Subcommittee
on Commerce, Justice, Science and
Related Agencies
2362-B Rayburn House Office Building
Washington, DC 20515

RE: Support for El Paso Police Department Drone First Responder Expansion Initiative

Dear Chairman Rogers and Ranking Member Cartwright:

I am writing to express strong support for the El Paso Police Department Drone First Responder Expansion initiative. This project represents an important opportunity to enhance public safety, expand technological capability, and build on the operational strengths that have made El Paso a recognized leader in UAS tactical operations.

El Paso's public safety agencies have developed one of the most advanced and mission-focused UAS programs in the region. The existing team consistently delivers high-quality results, utilizing drone-based response to improve situational awareness, increase efficiency, and provide critical support during complex incidents. Expanding this program would further strengthen a proven model that other communities look to as an example of innovative and responsible UAS integration.

The expansion plan includes the deployment of additional drone units positioned strategically throughout the El Paso. These resources would support faster response times, enhance real-time visibility for first responders, and help reduce risks to both the public and responding personnel. Importantly, this initiative directly supports proactive crime-prevention efforts and aligns with El Paso's continued commitment to leveraging technology in service of community safety.

The Rio Grande Council of Governments has a long history of collaboration in public safety initiatives with the El Paso Police Department. I respectfully encourage full consideration of this proposal and the positive impact it will bring to our region. This expansion would reinforce El Paso's leadership in modern UAS tactical operations while delivering meaningful benefits to the people who live, work, and visit our community.

Sincerely,

Annette Gutierrez
Executive Director

PILLARS	ECONOMIC MOBILITY *Opportunity & prosperity that reflects El Paso*	PUBLIC SAFETY *Protection and visibility are a baseline responsibility*	INFRASTRUCTURE *People, places, and daily life that feels connected*	QUALITY OF LIFE *A city that is both livable and enjoyable*	GOOD GOVERNANCE *Leadership that is responsive + reliable*
KEY INSIGHTS *2025 Community Survey Results + Resident Conversations feedback methods during Assessment Phase*	• **Residents want to feel that opportunity is *for them,* not happening around them** • Overall satisfaction with the availability of living-wage jobs remains low at 22% • However, younger residents (47%) and lower-income residents (44%) report substantially higher satisfaction, suggesting recent economic progress may be felt more strongly among these groups • Among residents dissatisfied with economic development in El Paso, growth is most visible through business and commercial activity rather than improvements in everyday job opportunities	• **Safety is viewed as a defining strength of El Paso to be preserved** • El Paso resident respondents report a higher sense of overall safety (63%) than both the cohort (55%) and national averages (62%) • While most residents in El Paso are satisfied with the overall sense of safety, perceptions of safety vary across demographic groups • Older residents are more likely to rate safety positively (68%) as compared to younger respondents (58%)	• **Residents care most about the infrastructure that improves everyday access**---safe and clean streets + spaces to gather • Satisfaction with the condition of streets (31%) emerged as a key opportunity • Respondents said they wanted to see El Paso invest in more community spaces such as parks (29% of labeled responses) and better mobility and transportation (19% of labeled responses) • People want easier ways to move and interact across the city	• **Quality of life acts as an integrating pillar that ties together** opportunity, safety, infrastructure, and sense of belonging • The majority of residents are satisfied with their quality of life, with 60% being positive (above the cohort average of 59%), and only 11% showing negative sentiment • Sense of community (53%) and acceptance of residents from all backgrounds (65% vs. 60% cohort average) emerged as key strategic strengths	• **Residents expect responsive leadership** that listens and communicates clearly • Community pride and resilience are strong themes • Engagement is valued not as a one-time input, but as an ongoing relationship • Timely responses to resident concerns and service requests *Workforce feedback*: • See themselves as stewards of El Paso's identity---don't just work for the City; they are personally invested • Streets, infrastructure, and basics matter and are interpreted as a signal of care
GOALS BY PILLAR	**CREATE GROWTH** opportunities that strengthen economic mobility and our local identity to keep families rooted and thriving in El Paso.	**SUSTAIN EL PASO'S STANDARD** of safety by prioritizing prevention, visibility, and a shared responsibility.	**STRENGTHEN INFRASTRUCTURE** by making care and improvements visible and enabling easier, safer movement across the city to help residents feel more connected to their neighborhoods and their city.	**ENHANCE THE ENVIRONMENTS** that make daily life livable and enjoyable through welcoming spaces, accessible human services, and experiences that support wellbeing.	**REINFORCE GOOD GOVERNANCE PRACTICES** focused on reliable approaches, so our workforce, residents, and partners feel heard, informed, and a part of the City's direction.
CORE STRATEGIES & FOCUS AREAS (Adopted two-year plan)	**1. Activating workforce pathways toward livable wages** *Focus areas: employer-aligned skills training, small to medium-business growth, business-driven career mobility, and reducing workforce participation barriers (i.e., childcare)* **2. Supporting individuals, local businesses, and key industries** *Focus areas: collaboration, incentive policies, cross-sector economic partnerships, expanded business support resources, local innovation and startup growth, attracting tourism (key industry)* **3. Defining how the City will support the expansion of housing options and affordability** *Focus areas: infill, efficient land use development, housing aligned with community cost of living, and community housing stability* **4. Streamlining permitting and licensing processes to support efficient, timely building construction** *Focus areas: fast-track permitting and licensing system, clear development process guidance, improved interdepartmental coordination, predictable project review timelines*	**1. Recruiting and retaining first responders** *Focus areas: Support responder well-being, maintain reliable emergency response, and reduce staff turnover* **2. Investing in community safety programs, training, and equipment** *Focus areas: Keep responders prepared and ready, use data to guide safety efforts* **3. Focusing on key transportation planning and traffic management** *Focus areas: Improve lighting for safer streets, increase traffic safety awareness, work with community safety partners*	**1. Expanding street maintenance and roadway improvements** *Focus areas: Fix the streets that need it most, maintain streets and infrastructure regularly, funding alternatives, capacity to implement* **2. Enhancing community pride through cleanliness, maintenance, and beautification of public spaces** *Focus areas: Maintain what we have first (i.e., facilities, standard of care), work with neighborhoods to improve spaces and keep areas clean, share information on how residents can help (provide visual access/tools)* **3. Facilitating easier and safer movement for people of all ages and abilities** *Focus areas: Improve safe travel options/convenience for everyone, partner with schools and communities on safety*	**1. Spotlighting current community offerings and amenities that invite discovery, enjoyment, and connection** *Focus areas: Promote awareness of local amenities, maintain welcoming public spaces, improve community program communication and wayfinding, complete the Parks and Recreation Master Plan, climate and sustainability* **2. Making essential human services easier to access and navigate** *Focus areas: Strengthen service delivery partnerships, meet residents where they are (underserved), expand education and prevention resources (public health navigation and outreach)* **3. Encouraging gathering, recreation, and cultural expression across neighborhoods by continuing to build experiences** *Focus areas: Support neighborhood-based activities, encourage youth involvement (i.e. UNICEF USA Child Friendly City Initiative), use feedback to improve experiences*	**1. Creating clear, accessible communication pathways for community input and engagement** *Focus areas: Make it easier to share input, follow up with residents, use clear and simple language, broaden collaboration with Council District Offices, engage youth in social media approach* **2. Sharing a visible sense of progress and meaningful wins that convey the value and overall quality of services provided** *Focus areas: Clearly show community progress, be transparent about services, communicate service expectations* **3. Identify and implement sustainable fiscal opportunities to support community priorities** *Focus areas: Work together (internal and external channels) to improve efficiency and long-term financial stability*

Purpose of Project

The expansion of the Patrol and Drone First Responder program will enhance the El Paso Police Department's ability to rapidly assess critical incidents, improve officer safety, and deliver real-time intelligence to the field. This growth supports more efficient resource deployment, strengthens community protection, and advances the department's commitment to modern, technology-driven policing.

Why should this request be considered a priority for the people of Texas' 23rd Congressional District? How would this project benefit the public and why is it a responsible use of taxpayer dollars?

This project should be considered a priority for the people of Texas' 23rd Congressional District because an expanded Patrol Drone First Responder program will significantly enhance public safety by reducing emergency response times, improving real-time situational awareness, and enabling faster detection of threats, hazards, evidence collection, missing persons, and criminal activity. The district's extensive border region presents unique public safety challenges, and drone-based rapid response strengthens information gathering, supports coordinated interdiction efforts, and improves officer and community safety without increasing risk to personnel. By enabling more efficient use of limited resources and reducing the need for costly ground deployments, the program delivers measurable public benefit and represents a responsible, cost-effective use of taxpayer dollars.

The expanded Patrol Drone program has the potential to drastically reduce operating costs by reducing unnecessary dispatches, accelerating call resolution, reducing officer injuries. Further, these drones will supplement use of features currently being underutilized with our existing technology stack.

What is the total cost of the project? Will the requested dollar amount satisfy the full request? Please indicate if the project is anticipated to require additional federal dollars in later fiscal years.

The total cost of the project is $13,120,678.40. Additional funds will not be required in later fiscal years.

Please provide cost breakdown of the requested funding amount (cost summaries and/or budget estimates such as "$500,000 for X and $500,000 for Y" for a total of $1,000,000).

$3,548,437.20 is intended to fund the purchase of 40 vehicles to support the scalability of the drone response expansion. Currently, not all department vehicles do not possess the technology to leverage the enhanced situational awareness provided with the use of the drones. Approximately 85% of the fleet is in need of replacement. New vehicles would allow for integrated communication systems and technologies that support a more efficient, modern patrol function.

$9,572,241.20 will be used to cover the costs of purchasing 25 Drone Pods with 5-year support and maintenance.

Has the project received Federal funding before and, if so, how much, when, and from which agency or agencies and program(s)?

The project received federal funding via the American Rescue Plan Act in May 2022 on behalf of the US Treasury. $560k was allocated and used to purchase drone docks.

Can this project spend a smaller amount of appropriated funds within 12 months of the enactment of the appropriations act? If yes, please provide any details that may be helpful for understanding the scalability of the project.

Yes. The quantities reflected can be scaled down in increments of 25% to match implementation deadlines.

File #: 26-0421, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Streets and Maintenance, Randy Garcia, (915) 212-7005
City Manager's Office, Sasho Andonoski, (915) 212-1092

AGENDA LANGUAGE:

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

Discussion and action on a Resolution that the City Manager, or designee, be authorized to effectuate budget transfers,

1. $7,000,000 to set up FY26 & FY27 street resurfacing projects as part of the Residential Resurfacing from Community Progress Bond previously approved.

2. $22,391,972 to set up various street resurfacing projects as part of the Top 50 Arterials from Community Progress Bond previously approved.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Office of Managment and Budget

AGENDA DATE: 4/1/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Randy Garcia **PHONE NUMBER:** (915) 212-7005

2nd CONTACT PERSON NAME: Sasho Andonoski **PHONE NUMBER:** (915) 212-1092

DISTRICT(S) AFFECTED: All Districts

AGENDA ITEM:

Discussion and action on a Resolution that the City Manager, or designee, be authorized to effectuate budget transfers,

1. $7,000,000 to set up FY26 & FY27 street resurfacing projects as part of the Residential Resurfacing from Community Progress Bond previously approved.

2. $[illegible] to set up various street resurfacing projects as part of the Top 50 Arterials from Community Progress

ISSUE STATEMENT:

This item requests Council approval to establish Residential Resurfacing and Top 50 Arterial projects approved under the Community Progress Bond Program. The budget transfer will allow the City to set up the projects so implementation may proceed.

BACKGROUND:

N/A

COUNCIL OPTIONS:

1. Approve the Resolution – MOTION: “I make a motion to approve Resolution”
2. Direct staff to make changes – MOTION: “I make a motion to direct staff to make changes to the resolution, as noted, and bring back for Council review.”

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

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

N/A

RELATED CITY POLICIES:

FY 2026 Budget Resolution #6 That the City Manager, or designee, is hereby authorized to make budget transfers between department, fund, or project, including for capital projects, in amounts not to exceed $100,000, to the extent permitted by law. Budget transfers between departments, funds, or capital projects that exceed $100,000 shall require City Council approval.

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

PCP26RESBOND03: $360,000 from PCP23STMSTRRES Residential Streets Master Plan - Community Progress Bond
PCP26RESBOND04; $350,000 from PCP23STMSTRRES Residential Streets Master Plan - Community Progress Bond
PCP26RESBOND06: $1,240,000 from PCP23STMSTRRES Residential Streets Master Plan - Community Progress Bond
PCP26RESBOND07: $760,000 from PCP23STMSTRRES Residential Streets Master Plan - Community Progress

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

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

NAME	AMOUNT ($)

ATTACHMENTS:

Budget Transfer Presentation

FOR MORE INFORMATION:

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

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

SIGNATURE: Sasho Andonoski Digitally signed by Sasho Andonoski Date: 2026.03.23 12:01:13 -06'00'

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

RESOLUTION

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

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

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

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

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

BT Number	Fund	Project	Increase /(Decrease)
2026-0522	4825	PCP23STMSTRRES	($7,000,000.00)
2026-0522	4825	PCP26RESBOND03	360,000.00
2026-0522	4825	PCP26RESBOND04	350,000.00
2026-0522	4825	PCP26RESBOND06	1,240,000.00
2026-0522	4825	PCP26RESBOND07	760,000.00
2026-0522	4825	PCP26RESBOND08	790,000.00
2026-0522	4825	PCP27RESBOND02	350,000.00
2026-0522	4825	PCP27RESBOND03	140,000.00
2026-0522	4825	PCP27RESBOND04	440,000.00
2026-0522	4825	PCP27RESBOND06	970,000.00
2026-0522	4825	PCP27RESBOND07	1,600,000.00
2026-0523	4825	PCP23STMSTRART	(22,391,972.00)
2026-0523	4825	PCP26ARTRESUD1R	1,111,079.00
2026-0523	4825	PCP26ARTRESUD8B	691,580.00
2026-0523	4825	PCP26ARTRESUD8E	1,244,495.00
2026-0523	4825	PCP26ARTRESURD1	1,857,198.00
2026-0523	4825	PCP26ARTRESURD3	1,979,044.00
2026-0523	4825	PCP26ARTRESURD4	2,368,300.00
2026-0523	4825	PCP26ARTRESURD8	875,933.00
2026-0523	4825	PCP27ARTRESUD2F	2,872,297.00
2026-0523	4825	PCP27ARTRESUD2G	917,511.00
2026-0523	4825	PCP27ARTRESUD5R	1,732,758.00
2026-0523	4825	PCP27ARTRESUD5T	895,834.00
2026-0523	4825	PCP27ARTRESUD7L	1,076,342.00
2026-0523	4825	PCP27ARTRESUD7M	1,148,966.00
2026-0523	4825	PCP27ARTRESUD7S	834,825.00
2026-0523	4825	PCP27ARTRESURD3	2,009,203.00
2026-0523	4825	PCP27ARTRESURD6	776,607.00

(Signatures on the following page)

APPROVED this _____day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Sasho Andonoski, Director
Office of Management & Budget